

AGENDA
CITY COMMISSION MEETING
VENETIAN CENTER, 1 DOZIER COURT
MONDAY, JUNE 14, 2021 5:30 PM

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS

3. PRESENTATIONS

**A. Leesburg 12U Majors Baseball Team -
Won District Tournament to qualify for the Cal Ripken State Tournament in West
Palm Beach over the July 4 weekend:**

**00 - Jayden Lane
1 - Caiden Wilcox
2 - Bryce Norflee
3 - Jaxon Sustarsic
4 - Corey Swetnam
5 - Terrell Wells
7 - Noah Hepburn
9 - Tyson Rima
10 - Ryder Palsgrove
13 - Blake McClain
20 - Zander Haymond
51 - John Dunagan**

**B. Boys & Girls Club - Leesburg Branch Update
Tonya Porter Connelly**

C. Employee Service Award Recognition:

**Five Years: Ricardo Snow, Public Works
Fifteen Years: Miles Carroll, Gas
Twenty-Five Years: Patrick Miller, Public Works**

4. PUBLIC COMMENTS:

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

5. CONSENT AGENDA:

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

A. CITY COMMISSION MEETING MINUTES:

- 1. Regular meeting held May 24, 2021**

B. PURCHASING ITEMS:

- 1. None**

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute Amendment 1 to Public Transportation Grant Agreement 444872-1-94-01, between the City of Leesburg and the State of Florida Department of Transportation, for the purpose of adding construction funds for the Leesburg International Airport Apron Rehabilitation Project; 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 Landlord's Consent & Lease Assignment and a Landlord's Subordination & Consent, between the City of Leesburg, Skybolt Aeromotive Corporation, and Seacoast National Bank; and providing an effective date.**
- 3. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Lease Agreement between Leesburg Hangar, LLC and the City of Leesburg, for property located at the Leesburg International Airport, 8900 Airport Boulevard; and providing an effective date.**
- 4. Resolution of the City Commission of the City of Leesburg, Florida authorizing execution of the First Amendment to the City Manager's**

Employment Agreement with Alfred "Al" A. Minner, dated November 12, 2013; and providing an effective date.

- 5. Resolution of the City Commission of the City of Leesburg, Florida, Authorizing and Directing the Mayor and City Clerk to execute an agreement for School Resource Officer (SRO) services to be provided to Lake County School Board – Leesburg Schools - for the 2021-2022 school year starting in August 2021; and providing an effective date.**

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

A. SECOND READING OF ORDINANCES

- 1. None**

B. FIRST READING OF ORDINANCES

- 1. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 32.68 +/- acres; being generally located on the south side of County Road 48, east of County Road 33, lying in Section 15, Township 20 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Sundance Subdivision)**
- 2. An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, Florida, changing the Future Land Use Map Designation of certain property containing 32.68 +/- acres from Lake County Regional Office to City of Leesburg Estate Residential, for a property generally located on the south side of County Road 48, east of County Road 33, as legally described in Section 15, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Sundance Subdivision)**
- 3. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 32.68 +/- acres from Lake County A (Agriculture) to PUD (Planned Unit Development) to allow for a single-family residential development for a property generally located on the south side of County**

Road 48, east of County Road 33, as legally described in Section 15, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Sundance Subdivision).

4. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 148.67 +/- acres; being generally located east of U.S. Highway 27 and on the north side of Dewey Robbins Road, lying in Sections 31 and 32, Township 20 South, Range 25 East, Lake County, Florida. Providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Hodges Reserve AX)**
5. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, Florida, changing the Future Land Use Map Designation of certain property containing 148.67 +/- acres from Lake County Rural to City of Leesburg Estate Residential, for a property generally located east of U.S. Highway 27 and on the north side of Dewey Robbins Road, as legally described in Sections 31 and 32, Township 20 South, Range 25 East, Florida; and providing an effective date. (Hodges Reserve LGCP)**
6. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 148.67 +/- acres from Lake County A (Agriculture) to City PUD (Planned Unit Development) to allow for a single-family residential subdivision for a property generally located east of U.S. Highway 27 and on the north side of Dewey Robbins Road, as legally described in Sections 31 and 32, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Hodges Reserve)**
7. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 221 +/- acres from PUD (Planned Unit Development) to PUD (Planned Unit Development) to allow for commercial and residential development for a property generally located east of U.S. Highway 27 and south of Windsong Oak Drive, as legally described in Sections 25 and 36, Township 20 South, Range 24 East, and Sections 30 and 31, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Windmill)**

C. NON-ROUTINE ITEMS

1. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing and directing the Mayor and City Clerk to execute a Contract**

for Purchase and Sale between the City of Leesburg and The Villages Land Company, LLC for the purpose of setting forth the terms under which The Villages Land Company, LLC will acquire certain real property from the City of Leesburg; and providing an effective date.

2. Discussion Item:

Pat Thomas Field Grandstand Painting

3. Discussion Item:

Leesburg Police Department Body Cameras

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 April 2021**

8. **CITY ATTORNEY ITEMS:**

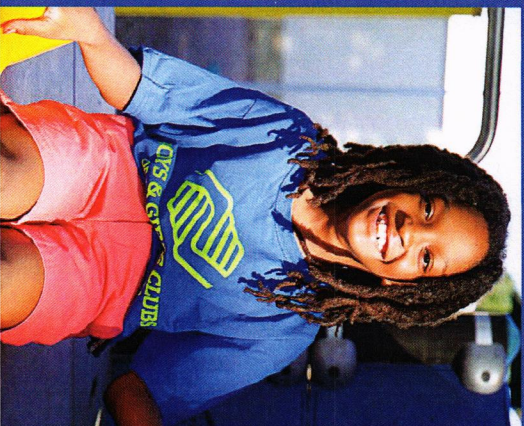
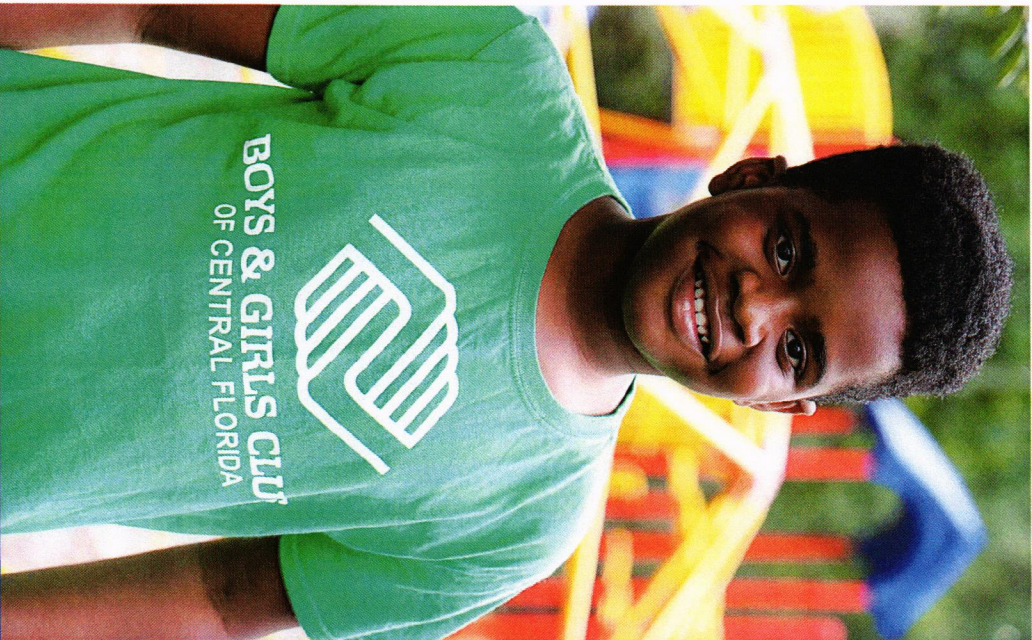
9. **CITY MANAGER ITEMS:**

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.



TALES OF **TENACITY** & TRIUMPH

CLUB MEMBERS SHARE THEIR STORIES



BOYS & GIRLS CLUBS
OF CENTRAL FLORIDA
2020 ANNUAL REPORT

DETERMINATION > DESPAIR

THE FUTURE IS STILL BRIGHT

Dear Friends:

Let's be honest: at one time or another during 2020, we've all wished for a "fast forward" button. Across our nation, divisiveness has reached new heights, and political discourse has mined new depths. Economically and otherwise, the global pandemic has wrought disproportionate hardship on the population we serve at Boys & Girls Clubs.

Yet as an organization charged with nurturing vulnerable children, we at Boys & Girls Clubs choose determination over despondency. As we look toward 2021, we draw strength from the "Tales of Tenacity & Triumph" of our Club members, who are thriving in the face of great hardship. Stories like:

- 15-year-old Elisha from our Joe R. Lee Branch, who is the proud "only boy" in the Club's dance troupe, and dreams of opening a chain of his own studios one day; (p. 7)
- 10-year-old Barbara from our Tupperware Brands Branch, who fled Venezuela with her family, is an honor student in her



adopted country, and aspires to be a Supreme Court Justice like her role model Sonia Sotomayor; (p. 19)

- 14-year-old Serenity from our Taft Branch whose eponymous charity, "Serenity's Grace," has fed thousands of homeless during the pandemic; (p. 29)

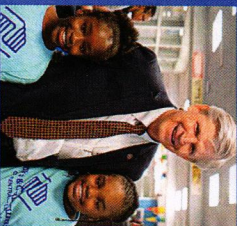
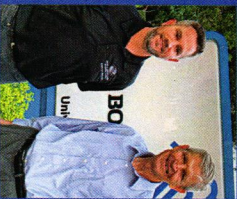
We hope you'll read the stories contained in this report and feel encouraged, not only by your investment in Boys & Girls Clubs of Central Florida, but by the resilience of the human spirit.

Thank you for believing in us, and in the thousands of members whose dreams we incubate in our Clubs every day.

Yours in service,



Brock Nicholas
Board Chair



Gary Cain
President & CEO



CLUB IN NUMBERS

SERVING THE CHILDREN WHO
NEED US MOST



11,144
CLUB MEMBERS SERVED
THIS YEAR



92%
OF MEMBERS QUALIFY FOR
FREE & REDUCED LUNCH AT
OUR TRADITIONAL CLUBS



60%
OF THE CHILDREN AT OUR
TRADITIONAL CLUBS LIVE IN
SINGLE-PARENT HOUSEHOLDS

PRIORITY OUTCOMES

This year ...



100% of our high school seniors graduated.



88% of our graduates entered College, Vo-Tech school or the US Military.



98% of Club members were promoted to the next grade level.



\$3.2 million in scholarships facilitated for Club members in college.



MAKAYLA'S JOURNEY

MAKAYLA | LEESBURG CLUB

On the surface, Makayla is a happy, typical teen, whose four favorite things are:

- Jamming to rap (*the clean version!*) with her best friend Maya
- Pink fingernail polish
- Cookies & crème ice cream
- Her pit bull, Tuna Fish

But talk to her for a minute and you learn that she has squeezed a lifetime of hardship into her first 13 years.

Makayla's moved 9 times already in her young life. She has struggled socially and academically. Neither of her parents are able to be in her life, so she lives with her grandparents: Richard, whom she adores, is dying of Stage IV cancer; Catherine, due to her own health problems and having to care for her husband, is unable to work. Money is a perpetual concern—bills are juggled, payments missed.

For Makayla and her family, though, her Boys & Girls Club has been a healing salve that seeps into the hurting spots, soothing and strengthening.

Her Service Director, Ms. Tonya, delights in her progress. "This child has come such a long way. Six years ago, I was always riding her case for acting inappropriately, getting in the other kids' faces. Today, Makayla is regarded as a leader by our younger members. She really thrives here. Positive expectations, stability, love and consistency—they have transformed her."

The future for Makayla holds a long-awaited deer hunting trip with Richard, which the family acknowledges will be their last together. And when the end comes, the Club will be there.

"If I had to stay open for one child," says Ms. Tonya, "it would be Makayla."



GOTTA DANCE

ELISH'A I JOE R. LEE BRANCH

Talk with teen boys about what's cool in the streets of Eatonville, and you're likely to hear about the latest Drake track to drop or how LeBron dominated last night's game.

Probably not much talk about nailing that pirouette at Sunday's recital.

It's not always been easy being Elish'a, 15, who is the only male member of the teen dance troupe at the Joe R Lee Branch in the historic African-American town.

Even his dad, Eric, a longtime police lieutenant for Eatonville, was initially skeptical about his youngest son's passion.

"I thought, 'Boy, dance? Really?'"

But for Elish'a, whose feet started tapping before they could walk, the love of dance couldn't be denied. And at his Club, where he practices ballet and jazz twice a week with his troupe, it's encouraged, celebrated. Elish'a's taken center stage before 1,000 attendees at Boys & Girls Clubs galas, and also performs with two local studios. He dreams of attending

college for dance and business, and of one day opening his own studio.

Today, Mom and Dad concur, "if he loves it, we love it."

Mom Carol says, "we're so grateful for this place, that he absolutely loves, where he's safe to be himself."

"Plus," Lieutenant Eric adds, "we always know where he is, who he's with. Let me just say that I never encounter any Boys & Girls Club kids in my work. *You know what I'm saying?*"



WHAT A GIRL NEEDS

SKYLYN, SHYANNAMAY, KYMELLIA, ALAIZHA &
JAZZLYNN I WALT DISNEY WORLD CLUBHOUSE

For the Fisher family, the Boys & Girls Clubs' slogan "Whatever it Takes" isn't just a catch phrase.

Each of the five sisters—Skylyn, Shyannamay, Kymellia, Alaizha, and Jazzlynn—has benefited in a unique and meaningful way from her relationship with the Walt Disney World Clubhouse in Pine Hills.

The youngest, 9-year-old Jazzlynn, relishes "all the rotations" of extracurriculars she finds there, particularly cooking. Aspiring veterinarian Alaizha, 11, loves playing soccer on the Club's mini pitch. Math wiz Kymellia, 12, is proud of her "junior staff" status, and enjoys helping Ms. Abby in the art room.

The oldest Fisher sisters—Shyannamay and Skylyn—have thrived in the Youth Arts Initiative that the Club offers.

Skylyn created a short film chronicling the family's bout with homelessness, and excels in photography. Shyannamay loves to paint and craft. Importantly, the sisters agree that the arts

help them process their emotions, which can be overwhelming in a family that copes with poverty and severe health challenges.

Another thing they all agree on is the father figure they've found in the Club's Senior Service Director, Mr. Jose. Their mother, Jennifer, concurs.

"Every girl needs a positive role model," she says. "I think Jose's the primary reason that when the Club is open, my girls want to be there."

"He reins me in and keeps me out of trouble," Skylyn acknowledges. "And I need that sometimes."

"All the time," Shyannamay teases.



FINDING 'KOMINOTE' IN TAFT

ABRAHAM | TAFT BRANCH

It's hard to believe that "Super Abraham" ever suffered from shyness or asocial behavior. Staff at the Taft Branch gave him the moniker for the fearless way the 8-year-old approaches any new activity.

But his mother, Josette Leopold, says her extroverted son had become quiet and withdrawn before he came to the Club 3 years ago. An only child, he would return home from school and have nothing to do. It didn't help that she, a hotel housekeeper, and her husband, a bus driver at the attractions, worked long hours to make ends meet. The couple, who immigrated from Haiti in 2008 and speak Creole at home, didn't feel the neighborhood was safe enough to allow Abraham to play unsupervised. They watched their son retreat into himself, and become increasingly isolated.

Three years of Club membership later, Josette says the Club

has not only embraced Abraham, it's embraced the whole family. They've gratefully received weekly groceries from the Club throughout the pandemic, and relish the family events that are held at the Club. That Ms. Anna, the Club's Service Director, was raised by Haitian parents and speaks fluent Creole, is an additional comfort.

"When the Club is open, Abraham wants to be there," said Josette. When the Club had to meet virtually during the height of the pandemic, Ms. Anna says Abraham was online waiting for her when each Zoom session would start, and was the very last to log off.

"They've become *kominote*, our community," Josette says, tearing up. "And because I see that they love Abraham, I can see that they love me, too."



BIG, LI'L & LI'L LI'L

ALICIA, ANIYA & ADRIANNA | EAST ALTAMONTE BRANCH

When Samantha Stevens was told by her employer—a nursing home where she is kitchen manager—that during the COVID crisis her girls would need to stay home in order to limit the family's exposure, her first thought was "I guess it's time to find a new job."

"I couldn't imagine telling my girls they couldn't go to the Boys & Girls Club. They would miss it too much," she says.

Fortunately, Samantha's employer granted an exception.

Alicia, Aniya and Adrianna—ages 12, 11 and 9—particularly love the Youth Arts Initiative program, which Samantha calls "next level."

"Yes, they have art at their school, but it's so basic. It's not structured or disciplined. At the Boys & Girls Club, the program gives the girls an insight into what it means to create, to be an artist."

Austin Long, the girls' Service Director, calls them his "favorite Club family," and refers to the girls, affectionately, as "Big, Li'l, and 'Li'l li'l." And the family loves him back.

"He goes out of his way to get to know each of us, and keep us in line," says Aniya.

Case in point, last summer, Mr. Austin was worried that the high schoolers had missed out on their prom due to COVID, so he staged a retro prom for the whole Club.

"I hate to think if they had had to stay home all summer, watching TV and eating snacks," says Samantha. "Children have to be active to be healthy—and they're active every day here at the Club."



THE MAYOR OF CARVER SHORES

REGGIE | UNIVERSAL ORLANDO FOUNDATION BRANCH

If the Universal Orlando Foundation Boys & Girls Club were to appoint a mayor, it might well be 11-year-old Reggie.

Follow him from room and room and children and staff shout out “Reggie! Hey Reggie!” Reggie tosses each of them a friendly wave and smile.

It’s like that at church and around their Carver Shores neighborhood, too, says Diane Harris, his grandmother. People are just drawn to him.

But when she took custody of Reggie four years ago, Diane worried for his well-being. He had recently lost his mother, his father was absent, and Diane had assumed her child-rearing years were behind her. What would Reggie do while she worked at her job as a baker? Plus, she knew that he needed help with his homework, role models, extracurricular enrichment and opportunities for positive interactions with peers.

Most importantly, who would partner with Diane in meeting the emotional needs of her grandson?

Diane calls the Universal Orlando Branch, where Reggie has attended every day after school and all summer long for almost four years, “an answer to prayers. This Club is a safe haven for Reggie, and supports our family in so many ways, especially during COVID,” says Diane.

These days, “Mayor” Reggie dives into his passions and interests with gusto.

His favorites? Easy.

“The Baltimore Ravens; my grandmother’s chicken and fish; riding my bike; and my Boys & Girls Club.”



MOM'S TOP FIVE

BY KARISSA SIMMONS | COCOA BRANCH

Karissa Simmons is the mother of Cocoa Branch Club members Jaden (14), Jason (13), Jordan (11), Jakai (8), and baby Jada (18 months). She offers the following list of her five favorite things about the Club:

#5 My oldest three have learned how to swim through the Club, and my youngest will next summer;

#4 All their friends are at the Club. I'm very particular about who they're allowed to hang out with, and I know when they're at the Club, they're with other good kids;

#3 We obviously have a big family and both my husband and I have to work to make ends meet. I don't know what we'd do without the Club for them to attend after school.

#2 The Club opens their eyes to opportunities my husband and I haven't had, but want for them.

They've already been to college fairs and campus tours. They WILL go to college. Jaden got to go to Space Camp through the Club, and now talks of being an aerospace engineer.

#1 This is the most important: my boys are learning at the Club that their actions today have consequences for their future. This really clicked for Jaden a few years ago, and he's gone from being a C/D student to an all-A student. His only B is in Spanish III Honors, and he's determined to bring that up to an A, too!



FROM LATIN AMERICA WITH LOVE

An often overlooked, but significant, challenge faced by many of our Clubs is how to integrate members from diverse cultures into the fabric of Club life. But when done successfully, the results are richly rewarding. Here are two such examples:

JEILAN, 10 | TEMPLE TERRACE BRANCH

Caridad Torres emigrated from the Dominican Republic six years ago, to provide a better life for her daughter, Jeilan. In the DR, Caridad and Jeilan lived in a “campo” without running water or electricity, and Caridad picked tobacco and coffee to support the family. She was overjoyed when she was granted a work VISA to come to the U.S., but her hopes flagged when Jeilan began failing in school, and the future she imagined for her began to fade. Caridad, with her limited English and education, felt helpless. But Jeilan’s Boys & Girls Club heard her cry and redoubled their efforts. The fourth grader began staying every single day until the Club closed so that staff could help with her homework—they wouldn’t leave until the last multiplication problem was complete or the last vocabulary word defined. These days, Jeilan’s thriving in school and at her Club, and Caridad couldn’t be more grateful.

BARBARA, 10 | TUPPERWARE BRANDS BRANCH

As relieved as she was to leave behind the politics and poverty of her native Venezuela, Ingrid Contreras worried that her daughter Barbara wouldn’t fully appreciate what it means to be a Latina, growing up in the U.S. It ate at her. So when she attended Hispanic Heritage night at the Tupperware Brands Branch—where Barbara and her sister have been members for 3 years—and saw Barbara dance the lead in the show’s musical celebration of Latin culture, she burst into tears. “That my daughters are afforded the freedom and educational opportunities of this new country, yet still retain their Latin heritage, is such an answer to prayer,” says Ingrid, through a translator. Barbara, a bright and vivacious 5th grader who loves to read mysteries, effuses, “I am a proud Latina! When I grow up, I’m gonna to be just like Justice Sonia Sotomayor.”



WHATEVER IT TAKES

MALACHI I АРОРКА BRANCH

We often say that at our Clubs, “we meet children where they are.”

But what does that really mean?

Here’s what it means for Malachi, 9, of our Apopka Branch.

Apopka’s Service Director, Mr. Randy, noticed Malachi would just sit staring at his paper during homework time, which we call “Power Hour.” Occasionally, he would break down crying, and hide under the table.

“I just couldn’t do it, and it scared me,” remembers Malachi.

So Mr. Randy reached out to the boy’s teacher, and asked for extra worksheets and some tips on helping Malachi. He’d sit with Malachi until he finished, working on multiplication and fractions. He offered visits to his “treasure chest” for working patiently and making progress.

Finally, report card day came. Malachi had earned all A’s and B’s.

Whatever it takes.

And then there’s this: Mr. Randy also noticed that Malachi and others would shudder when they heard a police siren, so he invited some Orange County Sheriff’s Deputies to visit the Club.

The officers engaged the kids in basketball, let them sit inside their squad cars and sound the sirens, and answered all their questions.

Now, guess what Malachi wants to be when he grows up.

“I like the idea of helping people who need help,” says the aspiring police officer.

Just like Mr. Randy does.



MAKE *the* **PROMISE**
to **GRADUATE**

THE WORLD ACCORDING TO RAYMOND

RAYMOND | LEVY-HUGHES CLUBHOUSE

Raymond, 13, has attended our Club in Parramore since the age of 6, when it was located at the Coalition for the Homeless. It's rare to meet such a pensive but expressive young man. He often feels like a 'fish out of water' amongst his peers, but has nestled into a comfortable groove at his Boys & Girls Club, where in his role as 'Club Ambassador' he gives tours to visiting adults. Remember his name—you'll be hearing it again someday.

” Lately I've been reading a lot about the apologists. I consider myself a Christian and a scientist, and it bothers me when other scientists belittle religion. I think they should be open minded to the possibilities.

” I love the Youth Arts Initiative at the Club—I particularly love working with pastels. Two of my works were featured in the Arts Show at the Orlando Library, and I must admit it touched my heart that I was recognized.

” I love to play chess, but honestly, I've beaten everybody here, even the staff. Occasionally my friend Attison agrees to play me; I let her think she has a

chance, then I systematically take out all her pawns and watch her squirm.

” At its root, much of today's racial discord is rooted in slavery; even though it ended over 150 years ago, it's taken its generational toll. As black people we have to try to be the best and to represent. I realize that's not fair, but no successful black person spends their time wallowing in unfairness.

” One thing I've learned at the Club? Say 'yes' to opportunity. Always take the time to pursue whatever interests you, and add to your arsenal of knowledge.



AN ALL-AROUND GOOD DUDE

LADARIAN & KAMARI | SANFORD BRANCH

When Ondranelka Williams knew she was losing her battle with lupus, she made her mother and sister promise that her children, Kamari and LaDarian, would continue attending the Boys & Girls Club.

"The kids consider Mr. Travis, and the other staff and Club members, to be family," says grandmother Regina Williams.

"Throughout my daughter's illness and passing, Mr. Travis has been like another father to these kids. Ondranelka wanted his influence to continue in their life."

And like a good father, Travis spends a lot of time keeping the young teens in line.

"My mouth gets me in trouble sometimes," admits Kamari, 13, who likes math and making Tik-Tok videos with her young cousins.

"He's a disciplinarian," 9-year-old LaDarian, a football fanatic, acknowledges.

"That's right—because he doesn't want you to end up in the street!" counters Kamari.

The Club's support extends to the family as well, Regina says. When the Seminole County board learned of Ondranelka's long illness, they provided gift cards for gas and groceries, and helped connect them with grief counseling when she finally passed away.

The financial support helped a great deal, says Regina, but it's Mr. Travis who's there for the kids, day in, day out.

"He plays a big role in helping us raise them up right," she says.

"Yeah, he's just an all-around good dude," nods LaDarian.

2020 HIGHLIGHTS

BRIGHT SPOTS IN A CHARACTER-BUILDING YEAR

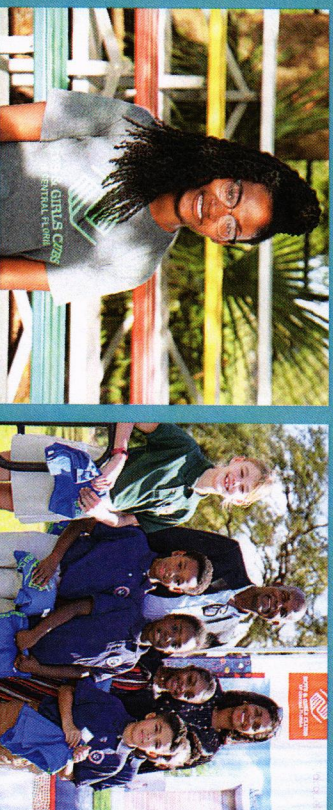
JACQUELINE BRADLEY & CLARENCE OTIS FAMILY BRANCH GROUNDBREAKING

In February, more than 200 community leaders gathered as we broke ground on our Jacqueline Bradley & Clarence Otis Family Branch in Orlando's West Lakes Community. The beautiful new Club, designed by Schenkelshultz Architecture, is scheduled to open in February 2021.



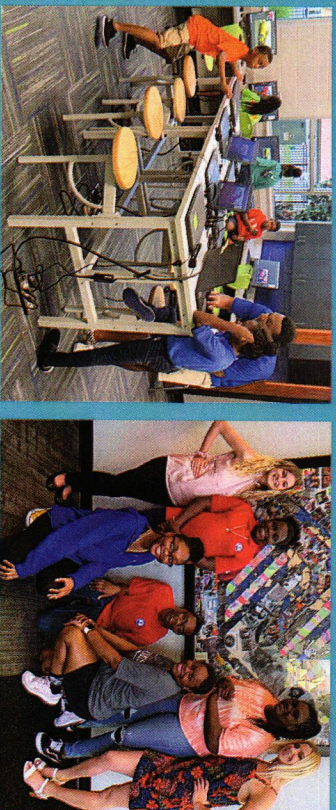
2020 YOUTH OF THE YEAR

Jolana Mitchell, of our Walt Disney World Clubhouse was named 2020's Kiwanis Club of Orlando Foundation Youth of the Year. The outstanding student and aspiring art teacher was awarded a full scholarship to Rollins College, where she is a freshman.



JOE R. LEE BRANCH EXPANSION GRAND OPENING

Our Joe R. Lee Branch in Eatonville has more than doubled its size! At our March "Reopening" Celebration, the expanded Club unveiled its beautiful new Tupperware Brands Teen Center, Darden Health & Life Skills Center, Best Buy Teen Tech Center, and full size gymnasium.

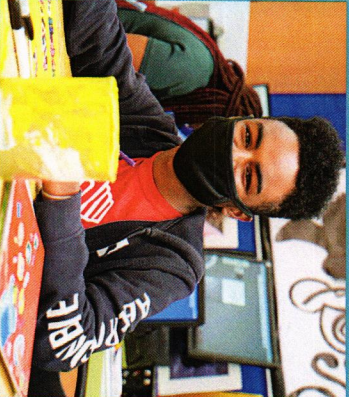
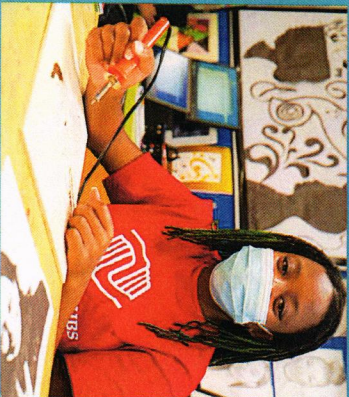


YOUTH ARTS INITIATIVE

At six of our Clubs, professional teaching artists in our Youth Arts Initiative help our teen and tween members discover the joy of self-expression while learning transferable job and life skills.

CONGRATS GRADS!

Our Club Staff went above and beyond to ensure that HOPE was not cancelled due to COVID. A special graduation ceremony at Parramore's Wells Built Museum celebrated the achievements of our Levy-Hughes Club's graduates.



CLUB IN NUMBERS

OUTCOME-DRIVEN CLUB EXPERIENCE

Each month, an average of:



725

CLUB YOUTH PARTICIPATED
IN A BULLYING-PREVENTION
SESSION



230

TEENS PARTICIPATED IN A
CAREER LAUNCH SESSION



417

YOUTH IMPROVED THEIR
FINANCIAL LITERACY
THROUGH "MONEY MATTERS"



116

TEENS AND TWEENS
PARTICIPATED IN THE
YOUTH ARTS INITIATIVE

OUR IMPACT

SERVING DURING COVID-19

VIRTUAL PROGRAMMING

During the first 10 weeks of the pandemic, while our Clubs were closed, our "Cyber Clubhouse" provided hours of interactive daily fun to our Club members. Club staff created art "how to" videos, exercise routines, and virtual field trips to keep our Club members engaged and connected.

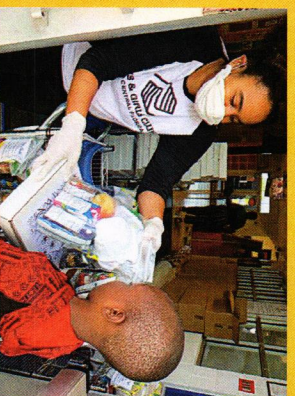
COMBATING HUNGER

In the early days of the pandemic, our Clubs pivoted to become "full service" resource providers to our Club families. Thanks to the generous support of the Morgan family and others, each week we provide hundreds of boxes of weekend food staples to Club families most in need.

SERVING FIRST RESPONDERS

Even during the height of the pandemic, our Tupperware Brands Branch remained open to the children of first responders. We were proud to serve the heroic essential workers who keep our community safe and functioning in the most challenging of conditions.

"I was trying to figure out where I would send my daughter . . . This program is a blessing!" - *Bethzaida Garcia, Osceola County Sheriff's Office*




9,337
CHECK-INS TO OUR
CYBER CLUBHOUSE
PROGRAMMING


88,000 +
WEEKEND MEALS PROVIDED
FOR CLUB FAMILIES SINCE
MARCH


2,555
CLUB MEMBERS INVOLVED
IN COMMUNITY SERVICE
PROJECTS LAST YEAR


134,712
TEMPERATURE CHECKS
BETWEEN JUNE AND
OCTOBER

SAFETY FIRST

Our Clubs adopted a new comprehensive set of protocols to keep our members and staff safe. Smaller groups, daily health checks, continuous cleaning, and re-designed activities that allow social distancing are now the norm in our Clubs. We are proud of our Club staff for adapting our programming to continue to serve the children who need us most.

HELPING OTHERS

Our Clubs nurture good citizens. Serenity engaged her fellow Taft Branch member in her charity "Serenity's Grace," which has provided thousands of meals, toiletries and clothing to the homeless during the pandemic. Our Youth of the Year, Jolana, celebrated her achievement by spearheading the distribution of 50 "Blessings Baskets" to needy families in Pine Hills.



BOYS & GIRLS CLUBS OF CENTRAL FLORIDA
CLUB HEROES

The COVID pandemic presented our organization with a major funding challenge: how to compensate for a decrease in grant and special event revenues to continue to serve our Club members. Out of this need, our Club Heroes Campaign was born. We're profoundly grateful to the following generous donors who helped ensure that our organization, and our Club families, are continuing to stay strong through the pandemic, and that we will emerge with renewed purpose to create great futures for our Club members!

25,000 +

A. Friends' Foundation Trust
Morgan & Morgan
Brock, Sari, Parker and Jake Nicholas
Publix Super Markets Charities
Ross Stores, Inc.
Mike & Theresa Ryan
The Martin Andersen-Gracia
Anderson Foundation, Inc.
Tupperware Brands Corporation

10,000 +

Club Heroes Continued

Phillip & Jennifer Anderson
Anonymous
Atlantic Culvert Company, Inc.
Kim & Brian Beatie
The Cocoa Rotary Foundation, Inc.
Ray & Lydia DiSanza

The Rick & Susan Goings Foundation
Hans & Cay Jacobsen Foundation
Heathrow Women's Club Charities Inc.
Drew & Paula Madsen
Orange County Sheriff's Office
Dr. Phillips Charities

Space Coast Realtors Charitable Foundation
Spraker Wealth Management, Inc.
Jim & Jonnie Swann
T-Mobile
Universal Orlando Foundation

5,000 +

Altria
Anonymous
Brian Baker
Chepenik Financial
Dennis & Andrea Donohue
The Duke Energy Foundation

Mark & Maureen Filburn -
Providence Construction, LLC
GolfNow
Kevin & Denise Habicht
David & Linda Hughes
Humana

IDEX Foundation
JetBlue
Thomas & Linda Jones
Junebug Foundation, Inc.
The Kaltbaum Family
Michael & Christine Kirchner

Krista & Jonathan Ledden
Office Depot
Pat Robertson
N. Christine Sylvester
Winter Park Health Foundation

1,000 +

Steven & Jean Allender
AIT Engineering
Steve & Patty Appel
Glenn & Wendy Beck
Kathleen Bernham
David & Lyn Berelman
Tom & Ann Brooks
Wes & Paula Brumback
Keith & Lila Buescher
Gary & Louise Cain
John & Dede Caron
CCH Marketing & Events, Inc.
Derrick Chandler
Jeffrey & Cheryl Chudnow
James & Allison Clark
Jeffrey & Debra Condello
Courtenay Animal Hospital
Vivek & Tejal Desai

Les & Jill Eiserman
Equity Partners, Inc.
Jim & Jennifer Escorn
FAME Group, Inc.
Jennifer Ferguson
Marti Forknervernon
Robert & Mary Frantz
Ryan Frazier
Georgianna United Methodist Church
Graft Holdings
Craig Howell
Aaron Gray
Dr. Nathan Hill
Kevin R. Hill & Nicholas F. Farinella
Jack & Jill of America Inc. -
Orlando Chapter
Esther Johnston
Garrett & Laura Jones

Caroline Kaiser
Kelly Family Cuidlu Foundation
Steve & Judith Kirby
Barb & Stephen Larson
Scott & Ginny Lyden
Paul & Stacey Manos
Tammy Marcotte
Kyle Maryanski & Patti Tuey-Maryanski
J. Cheney & Shirley Mason
Richard & Jane Mercadante
Steve & Cheryl Miller
Mike & Marybeth Morsberger
Dzi-Long Newman
Nextera Energy Foundation, Inc
OUC- The Reliable One
Wayne & Monique Randall
Charles & Shanda Redding
Renaissance Charitable Foundation

Ed Rone
The Rotary Club of Lake Mary
The Rotary Club of Winter Park
Tamara & Pablo Salas
Russ & Mazie Salerno
Sean Design
Shutts & Bowen LLP
Sidhu Family Foundation Inc.
SIMS Crane & Equipment Co.
Laurie, Marc, Jason, and Jake Smith
James Stroz
Thermo King of the Southeast
The Villages Theater Company
Stan & Kim Van Gundy
Walmart
T. Picton Warlow IV

OUR VALUED INVESTORS

Boys & Girls Clubs of Central Florida is deeply grateful to the corporate and family foundations who have supported our programming through grant funding in 2019-20.



\$300,000 +

Wallace

\$200,000 +

Kiwanis Club of Orlando Foundation
Fidelity

\$30,000 +

Dr. Phillips Charities
Rogers Family Foundation
Taco Bell Foundation

\$100,000 +

Joe R. Lee Foundation
Universal Orlando Foundation
Walt Disney World Resort

\$40,000 +

Bank of America Charitable Foundation
Publix Supermarket Charities
SunTrust Foundation
Tupperware Brands Foundation
Ginsburg Family Foundation

\$75,000 +

The Martin Andersen-Gracia
Andersen Foundation
AdventHealth Orlando
Tupperware Brands Corporation

\$20,000 +

Galloway Foundation
Hans & Cay Jacobsen Foundation
John T. & Betty Ann Lewis Foundation
John & Golda Cohen Trust
Lucy Gooding Charitable Trust
Mead Family Foundation
Wells Fargo Foundation
Truist Foundation
Westgate Foundation

\$50,000 +

A Friends' Foundation
Winter Park Health Foundation

\$10,000 +

Alice Ann Bien Memorial Foundation
Charles Schwab Foundation
The Chesley Magruder Foundation
Enterprise Holdings Foundation
Gertrude C. Fawley Foundation
Hobbs Foundation
ZAC Foundation
Heathrow Women's Club
The Brown Foundation
Junebug Foundation
The John R. & Ruth W. Gurtler Foundation
Cocoa Rotary Foundation

GRANT PARTNERS

United Way of Brevard County
Citizens Commission for Children -
Orange County
Cities of Orlando, Melbourne, Leesburg &
Fernandina Beach
Florida Department of Education 21st Century
Heart of Florida United Way
Nassau Co. Board of County Commissioners
Office of Juvenile Justice and
Delinquency Prevention
Orange County Government
Osceola County Government
Seminole County Government
United Way of Northeast Florida

CELEBRATE THE CHILDREN

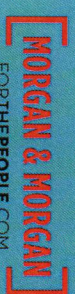
THE FUTURE IS STILL BRIGHT

Our Celebrate the Children Gala was splendidly transformed into a virtual celebration this year. Emceed by irrepressible siblings Xavier and Zamyah, and highlighted by a moving speech from Youth of the Year Jolana Mitchell, the evening raised more than \$701,000 for Boys & Girls Clubs of Central Florida's operations!

PRESENTING SPONSORS



PLATINUM PARTNERS



DIAMOND PARTNERS

AdventHealth
Charles Schwab
Dr. Phillips Charities
The Kaltbaum Family

Orange County Sheriff's Office
Orlando Sentinel
Publix Super Markets Charities
Red Lobster

Rosen Hotels & Resorts
Universal Orlando Resort
Wells Fargo

RUBY PARTNERS

Fidelity Investments
 Brasfield & Gorrie LLC
 Frontline Insurance
 Ginsburg Family Foundation
 JetBlue
 Jones Homes USA
 Kennedy Space Center Visitor Complex
 Lowndes, Drosdick, Doster, Kantor & Reed, P.A.

SAPPHIRE PARTNERS

4Rivers Smokehouse
 Aagaard-Juergensen, LLC
 AIT Engineering
 AmeriFirst Home Mortgage
 Ameris Bank
 Ameriscapes Landscape Management Services, LLC
 Anonymous
 Steve & Patty Appel
 Baker & Hostetler LLP
 Bright Futures Electric, LLC
 BRPH
 Wes & Paula Brumback
 Carlton Fields
 Central Florida Auto Dealers Association, Inc.
 CliftonLarsonAllen LLP
 Club Blue
 Kimberly Dorsett
 Drive Marketing
 Ellis Creek Capital
 Finfrock Industries, Inc.
 Fun Spot America
 GolfNow
 GrayRobinson, P.A.
 Michael & Denise Hammond
 Hatcher Insurance, Inc.
 HKS Architects
 JP Morgan Chase & Co.

Orlando Longwood Auto Auction
 Orlando Magic
 Petro Family Foundation
 The Loving Companies
 Turner Construction Company
 The UCF Foundation
 Westgate Resorts

Junebug Foundation
 Kavaliro
 Kissimmee Utility Authority
 Kiwanis Club of Orlando Foundation
 KPMG, LLP
 Kyocera Document Solutions - Southeast
 Lake Apopka Natural Gas
 Lake County Board of Directors
 Latham, Luna, Eden & Beaudine, LLP
 Lennar Orlando
 Northern Star Generation
 Orlando City Foundation
 Osceola County Board of Directors
 Osceola County Sheriff's Office
 OUC - The Reliable One
 PWC
 RB Marks Construction, Inc.
 RSM US LLP
 Russ & Mazie Salerno
 SchenkelShultz Architecture
 Shotts & Bowen LLP
 Sonny's Franchise Company
 Spectra Contract Flooring
 Terry's Electric, Inc.
 The Jones Connolly Group - Merrill Lynch
 Trust Bank
 Wharton-Smith, Inc.

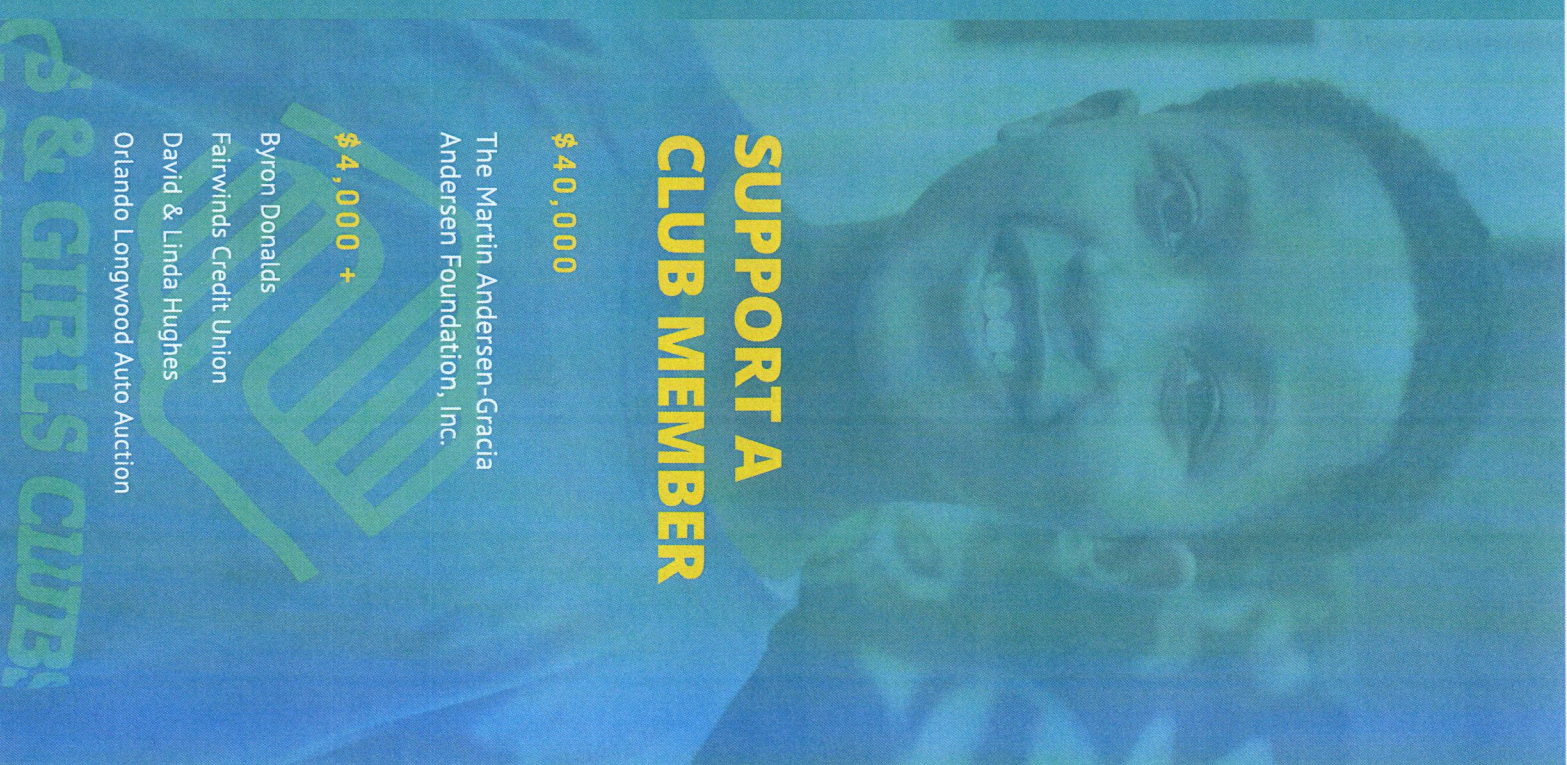
SUPPORT A CLUB MEMBER

\$40,000

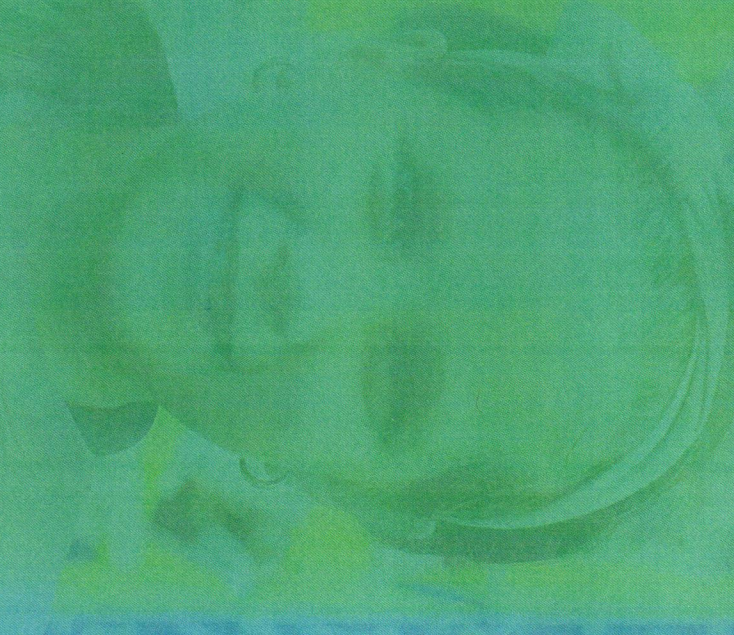
The Martin Andersen-Gracia
 Andersen Foundation, Inc.

\$4,000 +

Byron Donalds
 Fairwinds Credit Union
 David & Linda Hughes
 Orlando Longwood Auto Auction



6 & GIRLS CLUBS



GIVING SOCIETY

FACES OF THE FUTURE

We are immensely grateful for the faithful support of our Giving Society members. The names listed on the following pages represent gifts and pledges received prior to November 15, 2020. We regret any errors or omissions.

IMPACTING COMMUNITIES

\$20,000 EACH YEAR FOR 5 YEARS

Kelly Family Cuidiu Foundation

Brock, Sari, Jake & Parker Nicholas

CHANGING LIVES

\$10,000 EACH YEAR FOR 5 YEARS

Phil & Jennifer Anderson

Sean & Amy Connolly

Ray & Lydia DiSanza

The Rick & Susan Goings Foundation

Janet Hommel

Drew & Paula Madsen

Edna Morris & David Forrester

Parrish Healthcare

Stanley & Judith Sandefur

Spraker Wealth Management, Inc.

BUILDING FUTURES

\$5,000 EACH YEAR FOR 5 YEARS

Jennifer Ashton	Tom & Courtney Hermansen	Lisa Mihelich
Brian Baker	Dr. Brian & Keri Jager	The Mikitarian Family
John & Dede Caron	Larry & Cathy Jimenez	Brian & Sally Miller
CCH Marketing	Bruce & Kristen Jones	Dr. Daryl & Anne-Blyth Osbahr
Coldwell Banker/Ackley Realty	Garrett & Laura Jones	Charles & Shanda Redding
Courtenay Animal Hospital	Tom & Linda Jones	Seminole County Sheriff's Office
David & Cynthia Der Hagopian	Rae Juhl / C & C Site Development, Inc.	Jim & Jonnie Swann
Les & Jill Eiserman	Kissimmee Utility Authority	N. Christine Sylvester
Randy & Janice Ellington	Randy & Serena Larson	Toho Water Authority
Frontline Insurance	William & Tamara Leary	Wharton-Smith, Inc.
Lamont & Lynda Garber	John & Diane Mahony	Jay & Denise Whitehurst
Michael & Denise Hammond	Massey Services, Inc	Wiginton Fire Systems

DEVELOPING POTENTIAL

\$2,500 EACH YEAR FOR 5 YEARS

Steve & Jean Allender	Dan Morgan
Dr. Bruce & Donna Breit	Pat Robertson - Lagniappe Fund
Ferguson Vickaryous Charitable Fund	Marc & Laurie Smith
Brian & Sandra Kensil	

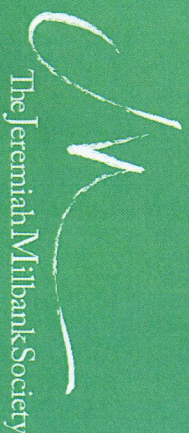
CREATING HOPE

\$1,000 EACH YEAR FOR 5 YEARS

Giving Society Continued

Aagaard-Juergensen, LLC	Stephen Burns	Dr. Vivek & Tejal Desai	Nelson & Teresa Griffin	Julia Kauffman
Dr. Michael & Patrice Abufaris	Jennifer Bush	Paulo H. Dias	H. R. Baxter & Sons	Kavalito
John & Kathleen Adams	Audrey & Augie Bylott	Dickinson Wealth Services	Tim Haberkamp	Keepsake Floral, Inc.
Adewale Family Foundation	Chad & Elizabeth Cain	DIX Developments	Bridget Hagood	Ken Keesee
Charla Albury	Gary & Louise Cain	Dennis & Andrea Donohue	Robert & Ashley Hahn	David & Lana Kellam
Christyne Albury	Cesar & Olga Calvet	Kimberly Dorsett & Marco Santoro	Linda Hankins	Brigitte Keller
All Gems Foundation	David & Heather Capetillo	Michelle Dowers	Jennifer Hanson	Patrick Kelly
All Star Properties	Chris Carlyle	Dr. Steven and Suzanne Dukes	Don & Jamie Harris	David & Marilyn Kling
Tom & Jeannie Allen	Corbin Chippes	Mark Dukes	Gene & Mary Harshaw	Lora King
Jerry & Judy Allender	Jon & Lori Chippes	Gerald P. Dunn	Erin Harvey	Steven & Judith Kirby
Alpha-Omega Training and Compliance	James & Kim Christensen	Art & Audrey Edwards	Mike & Holly Hatcher	Michael & Christine Kirchner
Bob & Barbara Anderson	Warren & Stephanie Christie	Bill & Cathy Elliott	Hells Bay Boatworks	Jason & Krista Kirk
David Anderson & Mark Hayes	David & Alice Christner	Eric & Jennifer English	Dan & Kiri Helmick	LHEA Group
Lars & Julie Anderson	Jeff & Cheryl Chudnow	Jim & Jennifer Etscorn	Wayne & Sharon Helsby	Tom & Gail Kohler
Steve & Patricia Appel	Richard & Deborah Cieslak	Clara Ewing	Rich & Catalina Hensel	Jim & Sue Kosko
Jeff Arnott	Christy Cisneros	The Faine House	Billy Hess	Carol Kropf
Beth & Dave Bagwell	Gregory Clark	Faith Temple Christian Center	Kevin Hill	Jayashree Kumar
Michael & Lori Barrella	Randle Clay	Mark Falco	Dr. Henry Ho	Eleni Kyriakou
Dick & Gail Beagley	Amber Clore	David & Melanie Fernandez	Marius & Alicia Hodge	Joe & Deana La Rosa
Bethany Bealko	Coastal Health Systems of Brevard	Jimmy Ferrell	Dr. Wes & Sarah Hohman	La Rosa Realty
Jessica Beauchamp Troche	Coldwell Banker Camelot Realty	Mike & Layne Fess	HSMAT Central Florida	Timothy Lambert
Beaux-Arts Group	College Park Neighborhood Association	Mark & Maureen Filburn	Patrick & Katie Hughes	Stephen & Erin Lang
Leslie Becker	Paul & Valerie Collins	Amber J. Finch, P.A.	Tim & Blair Hughes	Rebecca Lanerman Gaudious
Lonnie C. Bell Jr	Concrete & Masonry Solutions, Inc.	Mike & Rachel Fisher	Robert Hunter	Stephen & Barb Larson
Dennis & Linda Belz	Jeffrey & Debra Condello	Florida Medical Transport	Jay Hurley	Edna Lawson
David & Lyn Beretsman	Nancy Conicella	Kathy Foust	Joseph "Ray" & Heidi Hyman	Nancy Lilley
Theresa Berghn	Timothy Cook	Robert Scott & Mary Frantz	Inmark International	Steve & Dr. Ester Lincourt
Andrea Beyel	Grant & Peg Cornwell	Freeman Family	James & Jean Gallagher	Cecilia Lukas
Lonnie & Marion Blocker	CPC Business Development	George Ganzenmuller	Nick Geinosky & Jacy Roffman	Stephanie Luke
Raymond Bradick	CPH, Inc.	Mark & Kathy Gibbons	Adrian Gilmore	Scott & Ginny Lyden
Jack Brennan	Michael & Marissa Crawford	Lee Ann Gilson	Rosi Glidewell	Wendy Maher
Brevard Construction Co.	Tom & Irene Creedy	Paul & Abby Goldsmith	Alex & Karen Gourlay	Dr. Erica Mailer
Brightway	John & Angie Crossman	Frank DaCosta	Ivan Graham	Daniel & Susan Mallary
Max & Jackie Brito	Martin & Suzanne Cummins	Patricia D'Alessandro	Aaron Gray	Paul & Stacey Manos
Scott & Martha Brown	D1 Orlando	Ron & Paula Davoli	Christopher Gray	Tammy Marcotte
Miriam Bruce	Patricia D'Alessandro	Roger Kenneth Derick	Carson & Kelly Green	J Cheney Mason
Charles & Kimberly Brumback	Patricia D'Alessandro	Ron & Paula Davoli	Carson & Kelly Green	Jack & Joy Masson
Matt Buckland	Patricia D'Alessandro	Ron & Paula Davoli	Carson & Kelly Green	Mark & Andrea Maturo
Budget U Pull It	Patricia D'Alessandro	Ron & Paula Davoli	Carson & Kelly Green	Dee Maynard
Laurie Burns	Patricia D'Alessandro	Ron & Paula Davoli	Carson & Kelly Green	Bob & Betsy McClelland
	Patricia D'Alessandro	Ron & Paula Davoli	Carson & Kelly Green	Ian & Teresa McCook

Nelson & Kathleen McCray	David & Lynda Parker	Mich Ribak	Simpkins Family Foundation	Joe Caputo & Dr. Mimi Tran
Gene McCutley	Jack Parker	Malcolm & Deborah Rios-Barnes	Sims & Thomas Electrical Contractors, Inc.	Tres Jolie Medical Spa
Don & Debbie McDonald	Michelle Patrick	Joe & Michele Rivera	Anthony & Jennifer Tobin	Joshua & Heather Truitt
Harley & Carol McDonald	Max Perlman	Joel & Kari Roberts	Emily Smith	Randal & Emily Turner
Sean & Kimberly McFadden	Jeff Perry	Debbie Rodriguez	Greg Smith	Tutor Doctor SW Orlando
Charles McNulty	Thomas Petro	Jack & Peggy Rogers	Phil & Sue Smith	Ernst Urbanczyk
J.T. & Gwen McWalters	Steve & Debbie Phelps	Christy Roman	Todd & April Smith	Els van Engelenburg
Dr. Kyle Meyer	Patrice Pilate	Linda Rose-Hayes	Angie Sola	Betsy VanderLey
Bergetta Minelich	John & Betsy Pokorny	Steve & Dawn Ruoff	Keeley Solby	Daniel & Heidi Velasquez
Paul & Layne Missigman	Jennifer Pollock	Nick Russo	Bob & Jody Sorenson	Orin & Stacey Victor
Joe & Terri Mitchell	George & Susan Postans	Mike & Theresa Ryan	Anita Spinelli	Brandy Waelti
Kevin & Tonya Moore	Poulos & Bennett	Russ & Mazie Salerno	Mike & Erin Stanley	Wager Co of Florida
Robert & Jennifer Moore	Precision Fire Systems, Inc.	Lanette Sanders	Frank & Liz Steele	Doug Wagner
Angel & Joyce Moreno	Cindy Price	Richard & Sabrina Sane	Step One: The Dance Project, Inc.	Inayat Walli
Morgan Sports Group	Kristen & Bryan Priem	SanPik, Inc	Fred & Mary Bell, Streetman	Alexander Wasson
Michael & Marybeth Morsberger	Private Wealth Mgmt	Scan Design	Perry & Jennifer Suganuma	Todd & Lisa Watson
Justin & Erin Morton	RLH Construction LLC	Deanne Schaffner	Jeff & Alicia Sweeney	Miriam Weston
Tom & Lisa Mosier	John D. Race	Dr. Greg & Rita Schroeder	Symphony Financial Team	Tom & Jenny Widener
Jo Lynn Nelson	Varun Rannarane	Polly Seymour	Steve & Lyndsey Tagliente	Brad & Becky Williams
Dzi-Long Newman	Wayne Randall	Fiona Shannon	William & Rachel Terry	Libby Wingard
Pete Newsome	Kay Rawlins	Marvin & Andrea Shapiro	The Cornerstone Stitchers	Winter Park Veterinary Hospital
Night Lite Pediatrics	Tommy Redding	Linsey Sharp, Esq.	The Insurance Center	Shannon Yohne
Barry & Stacey Oldaker	Christina Redman	Shaw Properties	Thermo King of the Southeast	Richard Yount
Christopher & Yeabell Olson	Mack Reid	Jason & Merrell Shye	Bryan Thomas &	Martin & Joyce Zeluck
Paul & Betsy Owens	Lorri Renaud	Dr. Dedra Sibley	Marjorie Bekaert Thomas	Donald & Joy Zervitz
Panepinto Family Fund	Restorance Services, LLC	Neil Simmons	Pam Thomas	



(Jeremiah Milbank Society Members as of 11/15/2020)

The Jeremiah Milbank Society, named for a founder of Boys & Girls Clubs of America, was created to honor donors who contribute \$10,000 or more in unrestricted gifts of cash or securities to their local Club. We are tremendously grateful to the following generous Milbank Society members:

Phil & Jennifer Anderson	Janet Hommel	Brock, Sari, Jake & Parker Nicholas
Anonymous	Evans Hubbard	Sara & Tom Nitkowski
Wayne & Neva Jo Bailey	Larry & Cathy Jimenez	Tom & Connie O'Hanlon
Brian & Kim Beattie	Randy & Jamie June	Dr. Daryl & Anne-Blythe Osbahr
William Cautchen	Deborah Kelly	Thomas Petro
Sean & Amy Connolly	Brian & Sandra Kensil	William J. Preston
Dane & Judy Cornell	Rachel Lyle	Thomas and Susan Pulsifer
Johnny Damon	Drew & Paula Madsen	Mike & Theresa Ryan
Ray & Lydia DiSanza	Rachel Mattick Horn	Stanley & Judith Sandefur
Lamont & Lynda Garber	Susan Moore	Dayle Seneff
Alan Ginsburg	John B. & Ultima Morgan	Susan Spraker
Rick & Susan Goings	Michael & Natasha Morgan	Jim & Jonnie Swann
Kevin & Denise Habicht	Edna Morris & David Forrester	Thomas Warlow III

FINANCIAL SUMMARY

At Boys & Girls Clubs of Central Florida, we hold ourselves to the highest standards of fiscal accountability. Our board and staff work tirelessly to ensure that every dollar is spent to the maximum benefit of the children we serve.

OPERATING ACTIVITIES	2020	2019	NON-OPERATING ACTIVITIES	2020	2019
	(Unaudited)	(Audited)		(Unaudited)	(Audited)
Operating revenues & support			Non-operating revenues & support		
Government revenues	6,409,681	6,235,453	Contributions restricted for capital projects	1,000,346	2,214,265
Contributions	4,705,217	4,728,653	Investment return	519,234	1,140,555
In-kind contributions	2,199,578	3,117,131			
United Way	418,241	589,865	Total non-operating revenues & support	1,519,580	3,354,820
Special events	278,798	1,256,174			
Dues and program services	504,014	869,475	Change in net assets	249,877	2,383,528
Other revenues	548,417	703,772			
Contributed use of land	770,142		Net assets (beginning of year)	54,966,766	52,583,238
Total operating revenues and support	15,834,088	17,500,523	Net assets (end of year)	55,216,643	54,966,766
Operating expenses					
Program services	12,256,976	13,214,037			
Supporting services:					
Management and general	2,988,627	2,817,311			
Fundraising	1,117,101	1,739,379			
Total operating expenses before depreciation	16,362,704	17,770,727			
Income (loss) from operations before depreciation	(528,616)	(270,204)			
Depreciation expense	741,087	701,088			
Operating revenues and support in excess (deficit) of operating expenses	(1,269,703)	(971,292)			

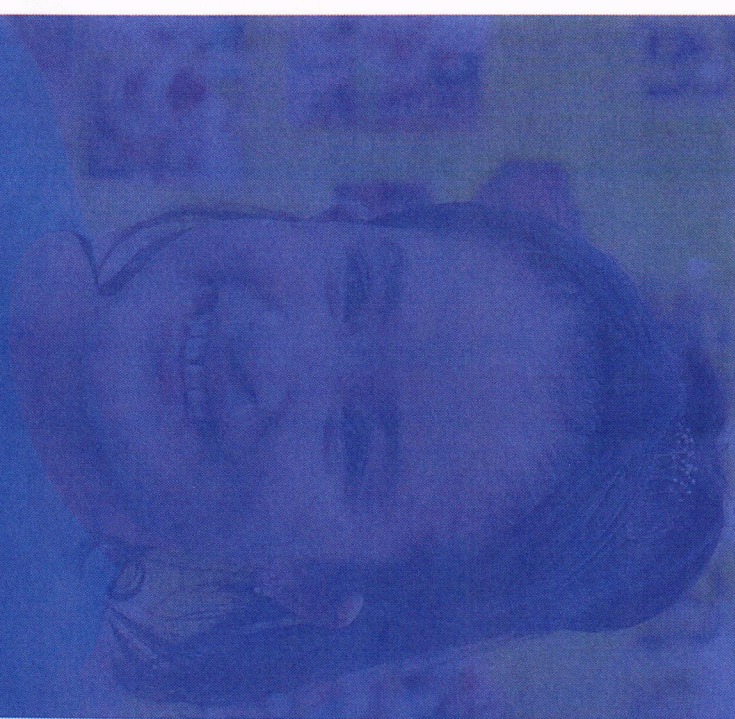


BOARD OF DIRECTORS

Kelli Addison <i>SchenkelShultz Architecture</i>	Les Eiserman <i>CliftonLarsonAllen LLP</i>	Bryan Malenius <i>AdventHealth</i>
Steve Appel <i>Member at Large</i>	Eric English <i>Creative Why</i>	Tony Massey <i>Massey Services, Inc.</i>
Jennifer Ashton <i>Ashton Advocacy Consulting</i>	James Etscorn <i>Baker & Hostetter LLP</i>	Jack Masson <i>Retired</i>
Jacqueline Bradley <i>Member at Large</i>	Stephen Forte <i>JetBlue Airways</i>	J.T. McWalters <i>Orlando Magic</i>
Michelle Breunig <i>Goldman Sachs</i>	Kevin Habicht <i>National Retail Properties</i>	Tajuan Mills <i>Truist</i>
Jeff Chudnow <i>Retired</i>	Denise Hammond <i>Hammond Law</i>	John Mina <i>Orange County Sheriff's Office</i>
Richard Cieslak <i>R/C & Company</i>	Jennifer Hanson <i>GolfNow</i>	Dan Morgan <i>Morgan & Morgan PA</i>
Sean Connolly <i>The Jones Connolly Group - Merrill Lynch</i>	Mike Hatcher <i>Hatcher Insurance, Inc.</i>	Steve Nadeau <i>Retired</i>
Erika Cooper <i>Member at Large</i>	Dan Helmick <i>Fingrock</i>	Kay Rawlins <i>Orlando City Soccer Club</i>
Horace Dawson <i>Red Lobster Seafood Co.</i>	Gary Katbaun <i>Katbaun Capital Management</i>	Steven Ruoff <i>Retired</i>
Raymond DiSanza <i>Retired</i>	Jason Kirk <i>Walt Disney World</i>	Michael Ryan <i>Lowndes, Drosdick, Doster, Kantor & Reed, P.A.</i>
Dennis Donohue <i>Universal Orlando Resort</i>	Dennis Lemma <i>Seminole County Sheriff's Office</i>	Russell Salerno <i>CenterState Bank</i>
Kimberly Dorsett <i>Truist</i>	Karen Levy <i>Coldwell Banker</i>	Jennifer Tobin <i>Shurts & Bowen LLP</i>
Gerald Dunn <i>Retired</i>	Diane Mahony <i>Kavoliro Staffing Services</i>	Carla Warlow <i>Carla Warlow Consulting</i>

EXECUTIVE COMMITTEE

Board Chair Brock Nicholas <i>Lennar Homes</i>
Chair Elect Vivek Desai <i>Night Lite Pediatrics</i>
Vice Chair Brian Baker <i>Fidelity Investments</i>
Vice Chair Lisa Minelich <i>Charles Schwab & Co.</i>
Secretary Derek Jones <i>Wells Fargo</i>
Treasurer Michael Morsberger <i>UCF</i>



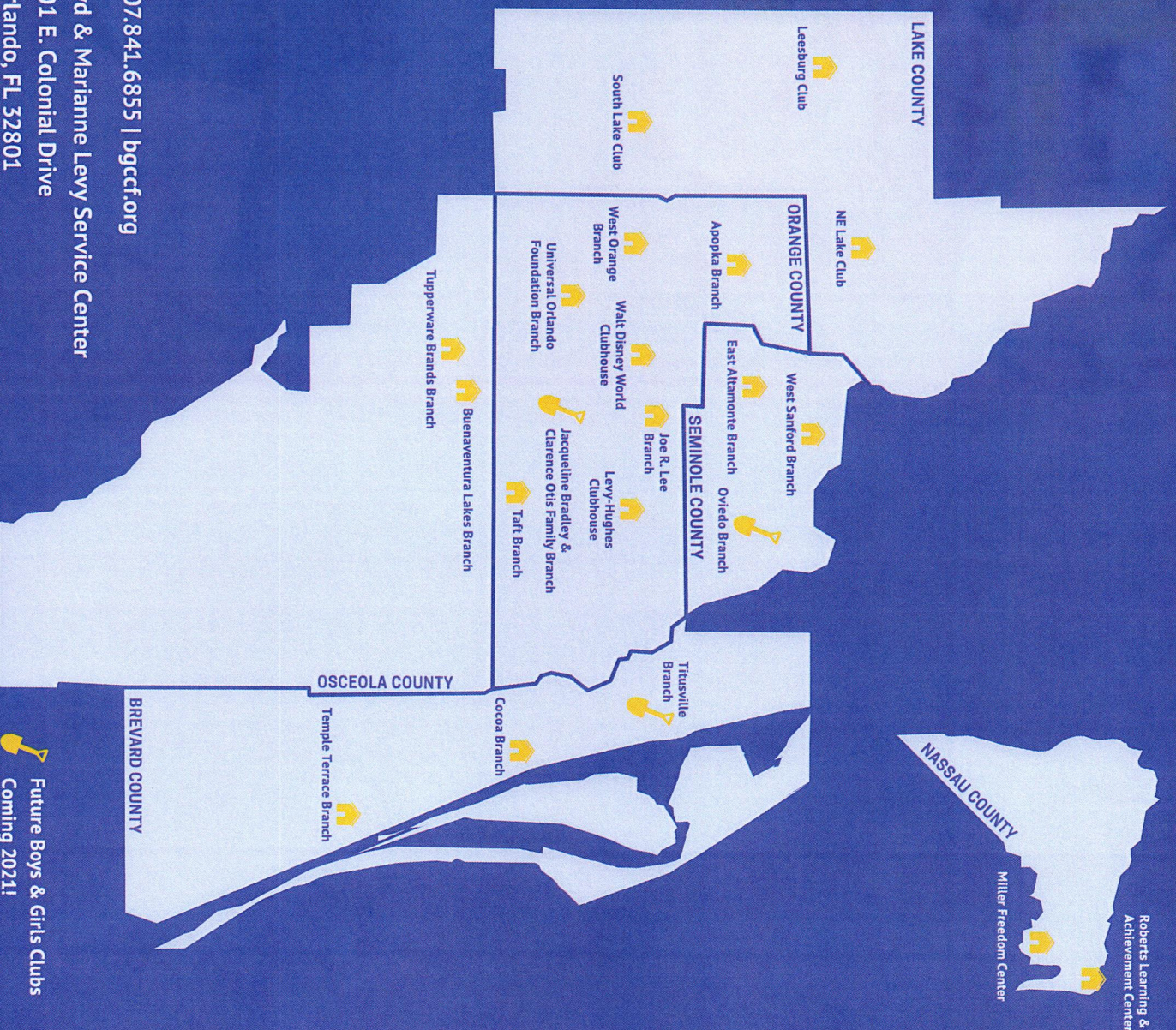
BOYS & GIRLS CLUBS
OF CENTRAL FLORIDA

CLUB LOCATIONS

Boys & Girls Clubs of Central Florida includes 33 Clubs throughout Orange, Osceola, Seminole, Brevard, Lake and Nassau Counties.

In addition to the 18 freestanding Clubs shown, we operate 15 *After School Zone* Clubs in Orange County middle schools.

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Syd & Marianne Levy Service Center
101 E. Colonial Drive
Orlando, FL 32801



**AGENDA MINUTES
CITY COMMISSION MEETING
VENETIAN CENTER, 1 DOZIER COURT
MONDAY, MAY 24, 2021 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting Monday, May 24, 2021, at the Venetian Center. Mayor Christian called the meeting to order at 5:30 p.m. with the following members present:

Commissioner Jimmy Burry
Commissioner Jay Connell
Commissioner Dan Robuck (arrived at 5:34 p.m.)
Commissioner Mike Pederson
Mayor John Christian

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

INVOCATION

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

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

2. 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.

David Serdar, Wintergreen Drive, Fruitland Park stated he enjoys attending sessions in Tallahassee and he is very red, white and blue. He is also a Christian. He commended Mayor Christian for being a great speaker. He is worried about our children's future and also mentioned that some people who live in the area are worried about coming to downtown Leesburg. He commented that he helped pickup trash out at Lake Griffin State Park.

5. CONSENT AGENDA:

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

Items pulled for discussion: 5.B.2

5.B.2 = Construction services agreement with U.S. Water Services Corporation for the construction of a new gravity sewer main, allowing the abandonment of sewer mains that currently run under a private building between Pamela and Hill Street.

Commissioner Pederson moved to adopt the Consent Agenda except for **5.B.2**, and Commissioner Burry seconded the motion.

The roll call vote was:

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

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

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held May 10, 2021

B. PURCHASING ITEMS:

1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a construction services agreement with Marion Rock, Inc. for the construction of a reuse water main extension along County Road 48 from Legacy to Spring Creek development for an amount of \$122,000.00; and providing an effective date.

Resolution 10,855

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida authorizing and directing the Mayor and City Clerk to execute an agreement for One (1) School Resource Officer (SRO) position/service to be provided to Lake County School Board – Leesburg High School, for the summer term of 2021; and providing an effective date.**

Resolution 10,856

2. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Agreement #AP822 with the Florida Department of Transportation (FDOT) for participation in the State Highway Lighting, Maintenance, and Compensation Program; and providing an effective date.**

Resolution 10,857

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 U.S. Water Services Corporation for the construction of a new gravity sewer main, allowing the abandonment of sewer mains that currently run under a private building between Pamela and Hill Streets for an amount of \$191,635.10; and providing an effective date.**

ADOPTED RESOLUTION 10,858

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

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

Mayor Christian requested comments from the Commission and the audience.

Commissioner Pederson stated he was unsure if the City had a defined or blanket easement, but is curious how our sewer line was under a building. He also does not understand how this could have happened unless it was the owners fault, so he is raising the question on how it happened so he could learn from it and discuss it for a few minutes. **CM Minner** replied that unfortunately there are a number of sewer mains under different buildings throughout the community. A lot of them go back to older times when the older buildings were built; so the sewer lines are there and we just did not do a good job checking back in those days. Now, it is upon us to move our system out from this private property. Then as a textual note the project cost is actually \$178,931.00. There were two errors in the packet; one was in the subject line of the resolution where it referenced the \$191,635.00 (that was a cut and paste error), which is kind of a good news error. The cost of the project, if approved tonight, is actually \$178,931.00. This error was caught on Friday, the City Clerk has the revised contract with the updated cost, which has all

the other exact same information on it that was included in the packet. The total cost is not \$191,635.00, it is in fact \$178,931.00 and he requests that this information be reflected in the record. If this gets approved, the contract to be signed will be the one from the contractor in the amount of \$178,931.00.

Mayor Christian questioned with the difference between the pricing of the bids; with one being one seventy eight and the next lowest bid at two ninety seven and the third bid at four forty nine, are we pretty confident that the winner of the bid understands the scope of work and are they going to stick to that price of one seventy eight? **CM Minner** responded (as noted in the packet that staff addressed that question) when we see irregularities like this in a bid where we think a low bidder is lower than they should be, we send out a form to them which confirms their bid and it also confirms that they will perform for the price of that bid. In the packet is that form where they confirmed that and they will do the job for that price. Again, that was the reason to show why there were those two Scribner errors; the one in the title of the resolution and the other in the contract. So, for clarification, the total cost is \$178,931.00 and the authorization confirmation form from the contractor is at that number.

The roll call vote was:

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

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

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

A. SECOND READING OF ORDINANCES

- 1. An Ordinance of the City of Leesburg, Florida, establishing the Tara Oaks Community Development District pursuant to Chapter 190, Florida Statutes; providing for authority and power of the district; providing for the Board of Supervisors of the district; providing for the district budget; providing for functions of the district; providing for miscellaneous provisions; and providing an effective date. (Tara Oaks CDD-1)**

ADOPTED ORDINANCE 21-17

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

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

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

The roll call vote was:

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

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

- 2. An Ordinance amending the Comprehensive Plan of the City of Leesburg, Florida, changing the Future Land Use designation of certain property containing approximately 4.87 acres, from Institutional to Low Density Residential, for a property generally located west of Lee Street, south of West Line Street and east of Perkins Street, as legally described in Section 26, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (*Lee Street Village FLUM*)**

ADOPTED ORDINANCE 21-18

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

Commissioner Robuck made motion to adopt the ordinance and Commissioner Pederson seconded the motion.

Mayor Christian requested comments from the Commission and the audience.

Commissioner Connell asked if there was any opposition from any adjacent property owners. Planning and Zoning Manager (PZM) Miller responded no.

The roll call vote was:

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

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

- 3. An Ordinance of the City of Leesburg, Florida, amending the development conditions on a SPUD (Small Planned Unit Development) zoning on approximately 4.87 acres, to allow for residential development for a property generally located west of Lee Street, south of West Line Street, and east of Perkins Street, as legally described in Section 26, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (*Lee Street Village SPUD*)**

ADOPTED ORDINANCE 21-19

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

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

Mayor Christian requested comments from the Commission and the audience.

Commissioner Burry wanted to verify that this change is just deleting the maximum number of units on the property per acre. CM Minner agreed.

The roll call vote was:

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

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

4. **An Ordinance of the City of Leesburg, Florida, amending the City of Leesburg Comprehensive Plan to establish criteria for a Historic District Density Bonus, based on certain criteria, establishing appropriate policies to ensure compatibility, providing for conflict with other ordinances, providing a savings clause; and providing an effective date. (*CPTA Historic District Density Bonus*)**

ADOPTED ORDINANCE 21-20

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

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

Mayor Christian requested comments from the Commission and the audience.

Mayor Christian wanted to commend staff with moving forward on the density bonus. He hopes this will continue throughout the downtown area and hopefully Pine Street on the next project. He believes this will be great for development with these hard to grow areas.

The roll call vote was:

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

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

5. **An Ordinance of the City of Leesburg, Florida, amending the City of Leesburg Land Development Regulations by establishing criteria for density bonuses in Article IV – Section 25-292 *Supplemental District Requirements*; providing for conflict with other ordinances, providing a savings clause; and providing an effective date. (Historic District Density Bonus Chapter 25)**

ADOPTED ORDINANCE 21-21

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

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

Mayor Christian requested comments from the Commission and the audience.

Mike Rankin, LPG, recognized the City Manager and the City Planner for all the hard work performed on this project. He really appreciates them going above and beyond to help with this project.

Mayor Christian pointed out that he is really looking forward to watching them turn some dirt soon.

The roll call vote was:

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

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

6. **An Ordinance of the City of Leesburg, Florida, amending the mixed-use PUD (Planned Unit Development) on approximately 640 +/- acres to extend the timeframe of the development for a property generally located north of Poe Road at the intersection of County Road 44, west of Radio Road and extending northwest to Haines Creek, as legally described in Sections 3, 4, and 5, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Orange Bend)**

ADOPTED ORDINANCE 21-22

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

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

Mayor Christian requested comments from the Commission and the audience.

Commissioner Burry stated they had previously asked for some information and time guidelines.

CM Minner answered that the Commission tasked staff with some homework and they have now come back to the Commission with a recommendation of a "fill in the blank" and staffs recommendation is to extend the PUD's when they expire to ten years. At first when this was requested it was to have no retirement, but after discussion at the last Commission meeting staff was given homework to review cases. We went back to see how can we reduce our work load and how can we modify it; so the homework revealed about forty one reviews of cases with the past seventeen big subdivisions, and of those we have had twenty four re-reviews. So, if you extend that to ten years you would be reducing the workload to about half and would be giving the developer more time to develop their subdivisions. After review, it is staffs recommendation to "fill in the blank" on the Orange Bend PUD with a ten-year extension. Then moving forward that would be the standard barrier, which would go into all PUDs in the future. **Commissioner Burry** remarked that he is good with the ten years. **Commissioner Pederson** said that he is good with it as well and has spoken with the city manager and is also in agreement. **Mayor Christian** asked Commissioner Connell if he was okay with the ten years. **Commissioner Connell** responded yes.

Commissioner Robuck made motion to amend the motion to add in ten years and Commissioner Burry seconded the motion.

Mike Rankin, LPG, thanked the Commission and City staff on behalf of Orange Bend.

The roll call vote on the amendment was:

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

Five yeas, no nays, the Commission the motion has been amended to include the ten years.

Mayor Christian commented that we are now voting on the motion as amended.

The roll call vote was:

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

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

7. **An Ordinance of the City of Leesburg, Florida, amending Chapter 17, Pensions and Retirement, Article IV, Police Officers' Retirement Fund, of the Code of Ordinances of the City of Leesburg; amending Section 1, Definitions; providing for codification; providing for severability of provisions; repealing all Ordinances in conflict herewith; and providing an effective date.**

ADOPTED ORDINANCE 21-23

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

Commissioner Robuck made motion to adopt the ordinance and Commissioner Pederson seconded the motion.

Mayor Christian requested comments from the Commission and the audience.

Commissioner Robuck wanted to know if we received clarification on this. **CM Minner** responded no, but he stands by what he previously said at the last meeting. He does not think we will get an actual answer from the actuary. This is about the special pay for the police department and we had the definition from the actuary; which was that they calculate all special pay for the police department as pensionable. We have never received a contribution from our employees for their share of that, so we are changing the definition so that all special pay is now pensionable effective July 1st. Therefore moving forward we will collect from them. It should actually be a deduction for us, but that deduct is insignificance so that it will really be a net neutral. **Commissioner Robuck** asked what the ballpark total is for special pay a year. **CM Minner** answered about twenty-five grand.

David Serdar commented that the police put their lives on the line and we need to back the blue.

The roll call vote was:

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

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

B. FIRST READING OF ORDINANCES

1. None

C. NON-ROUTINE ITEMS

1. None

7. INFORMATIONAL REPORTS:

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

A. None

8. CITY ATTORNEY ITEMS:

CA Morrison had nothing this evening.

9. CITY MANAGER ITEMS:

CM Minner had nothing this evening.

10. ROLL CALL:

Commissioner Pederson commented that two meetings ago he brought up the canals in Venetian Gardens needing to be cleaned. He thanked the City Manager and staff for getting that taken care; it looks a lot better and he appreciates that. He was told it did not cost all that much to get it taken care of either.

Commissioner Burry said he received an email from a Commissioner out of Minneola; inquiring about speed bumps or what to do about speeding. He wanted to know what is successful in Leesburg or if speed bumps were something the City would utilize. He is looking for some education on this. He is only aware of a few on Beecher Street by the school and inquired if there are more located around the City in any developments. **Mayor Christian** said there may be some on Morningside. **CM Minner** stated that it is a bit of an issue, which is getting a lot of mileage, that is really not needed. There have been discussions on what the differences are between a speed bump, a speed hump, how they are constructed, how big and how long they are, and what kind of impact they will have on your vehicle. They have had discussions on what is and what is not a good traffic calming device; speed humps, speed bumps and speed tables are really frowned upon in the traffic engineering world. Sometimes they have their place, so he would let that chatter go and address each situation as they arise. **Commissioner Burry** commented that we do not necessarily have those types of issues here. **CM Minner** answered that we may have some in various locations, but not very many of them. We have used speed humps as a traffic calming devices. We have not had major issues with it today, but he thinks some of our other sister cities are getting away from that all together. He would advise that we look at them case by case. **Commissioner Robuck** said from his recollection, since he has been on this Commission, when a complaint has been received we have asked for additional enforcement for a short period of time and that has seemed to resolve the complaint and issue. **CM Minner** added that traffic control is difficult coming from the nonpolice officer, the noninsurance, and nontraffic engineering world; which pretty much covers everyone in the room, but everyone's inclination would be to put up a stop sign, a traffic light or speed bump to control traffic, but that may not necessarily be the case even though those things are designed for traffic flow. Enforcement is the key along with people doing the speed limit. He would just stress that everyone is being slightly reactive to this situation and we need to just control it case by case. **Mayor Christian** stated they get a lot of complaints over in Carver Heights area and in east Leesburg where they have some of those straight long shots and unfortunately, some of our young people are getting fast corvettes and the neighbors are really complaining about them speeding in the neighborhoods. That is the biggest problem. The City Manager is responding to these residents when they call and staff has asked that these people get petitions for the neighbors to sign to put in speed bumps. Because what happens when one street gets a speed bump the next street is going to want a speed bump because the traffic is going to shift to their street. It is a catch twenty two because once you put in one speed bump and it slows the traffic down on one street it will send that traffic down to the next street. If you go to the City of Wildwood you will see they have some big speed bumps.

Commissioner Robuck had nothing this evening.

Commissioner Connell recognized the City Manager and his staff for putting together a demographic profile report for him on south Leesburg. They are trying to spark some economic commercial growth in that area so it is not just residential and they did a phenomenal job. They have now sent that profile report out to over twenty different companies. He just wanted to take a moment and recognize them for their work.

Mayor Christian piggy backing off Commissioner Connell's comments stated we have a lot of growth coming to the south end of the County and along CR-44 and he wants to make sure that we are coordinating with the County and the school board because they are the ones that will be responsible for the roads and schools once all those houses are built. We need to make sure our coordination is there.

He previously spoke with the City Manager about this, but when someone is bringing in a development on six hundred and forty acres (Orange Bend); we do not want to be the person that comes and says now we need a school and we do not have any land for it. He thinks it is very important that when we are working with the developers that we ask them to set aside land for schools, fire stations and recreation amenities; so that once these houses are built we are not trying to find a fire station at a hundred thousand an acre. It is all in the coordination and that is important especially now with the growth in Leesburg that is revved up and in the south end of the County. We have a lot of houses coming in on the south end and that it is good for us, but we need to make sure we are coordinating with the schools and the County to make sure they are programming the improvements to the roads and the infrastructure. He is sure staff has already been looking at the water and wastewater and all those things, but there are other entities that will play a major role in what we are doing. He is sure staff is talking to them, but if not make sure we are coordinating correctly.

11. ADJOURN:

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

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

The meeting adjourned at 6:02 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: June 14, 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 444872-1-94-01, between the City of Leesburg and the State of Florida Department of Transportation, for the purpose of adding construction funds for the Leesburg International Airport Apron Rehabilitation Project; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the Amendment 1 to PTGA 444872-1-94-01.

Analysis:

By Resolution 10,638, the City and the Florida Department of Transportation (FDOT) entered into a Public Transportation Grant Agreement (PTGA) 444872-1-94-01, dated 5/15/2020, for Design and Bidding of the Airport Apron Rehabilitation. FDOT has generously presented an Amendment, for the purpose of adding partial construction funding, in the amount of 1M dollars. These dollars are FDOT FY 2021 funds and must be accepted by FDOT fiscal year end, June 30, 2021. When actual construction bids and costs are available, staff and FDOT will evaluate and discuss additional funding needed to realize project completion.

Procurement Analysis:

N/A

Options:

1. Approve and execute Amendment 1 to PTGA Financial No. 444872-1-94-01 Grant Agreement; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Staff budgeted \$2,000,000.00 for construction. Approval of this PTGA Amendment will bring in \$1,000,000.00 from FDOT in the current fiscal year.

Account No. 048-8099-542.63-10
Project No. 480003

WF No.	1287669
Budget	\$2,000,000.00
Available	\$1,400,000.00

Submission Date and Time: 6/8/2021 1:14:37 PM

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 444872-1-94-01, BETWEEN THE CITY OF LEESBURG AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, FOR THE PURPOSE OF ADDING CONSTRUCTION FUNDS FOR THE LEESBURG INTERNATIONAL AIRPORT APRON REHABILITATION 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 The Florida Department of Transportation, whose address is 719 S Woodland Blvd, MS 530, Deland, FL 32720, for grant funding.

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 14th day of June 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:
444872-1-94-01	Work Activity Code/Function:	215	088719
	Federal Number/Federal Award		Object Code: 751000
	Identification Number (FAIN) – Transit only:		Org. Code: 55052000531
Contract Number: G1L74	Federal Award Date:		Vendor Number: VF596000362006
CFDA Number: N/A	Agency DUNS Number:	11-388-9752	Amendment No.: 1
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 5/15/2020 (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 Add funds for construction/rehabilitation of aprons at Leesburg International Airport
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 \$1,250,000 bringing the revised total cost of the project to \$1,365,300.

The Department's participation is X increased/ ___ decreased by \$1,000,000. The Department agrees to participate in the Project cost up to the maximum amount of \$1,092,240, 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
GRANT AGREEMENT EXHIBITS**

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

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)): Apron Rehabilitation Project: The Leesburg International Airport's (LEE) existing aircraft parking apron was identified in the 2019 FDOT Statewide Airfield Pavement Management Program report as being a top priority for pavement rehabilitation. Three apron sections, 4105, 4120, and 4125, identified in the report have Pavement Condition Index (PCI) values of 51, 57 and 64 respectively. Apron pavements have a Minimum Service Level PCI of 60. At this point in the pavement's lifecycle, rehabilitation is recommended. The project area to be rehabilitated includes approximately 390,000 SF of Asphaltic Concrete (AC) pavement and 6,600 SF of Portland Cement Concrete (PCC) pavement, aircraft tiedowns, and required pavement markings.

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): The scope includes items associated with the design plans by GAI Consultants dated November 2020 and the Engineers Opinion of Construction Cost (Estimate) dated May 12, 2021.

Apron Rehabilitation/Reconstruction: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement enhancement or reconstruction (such as concrete, asphalt, rejuvenators, or sealants), joint construction, required pavement markings, lighting and signage, drainage, and utilities. Base material, apron tie downs (remove/install), access gate loop detectors, and sodding. Includes all materials, equipment, labor, and incidentals required to rehabilitate or reconstruct the apron pavement. The Sponsor will comply with Aviation Program Assurances.

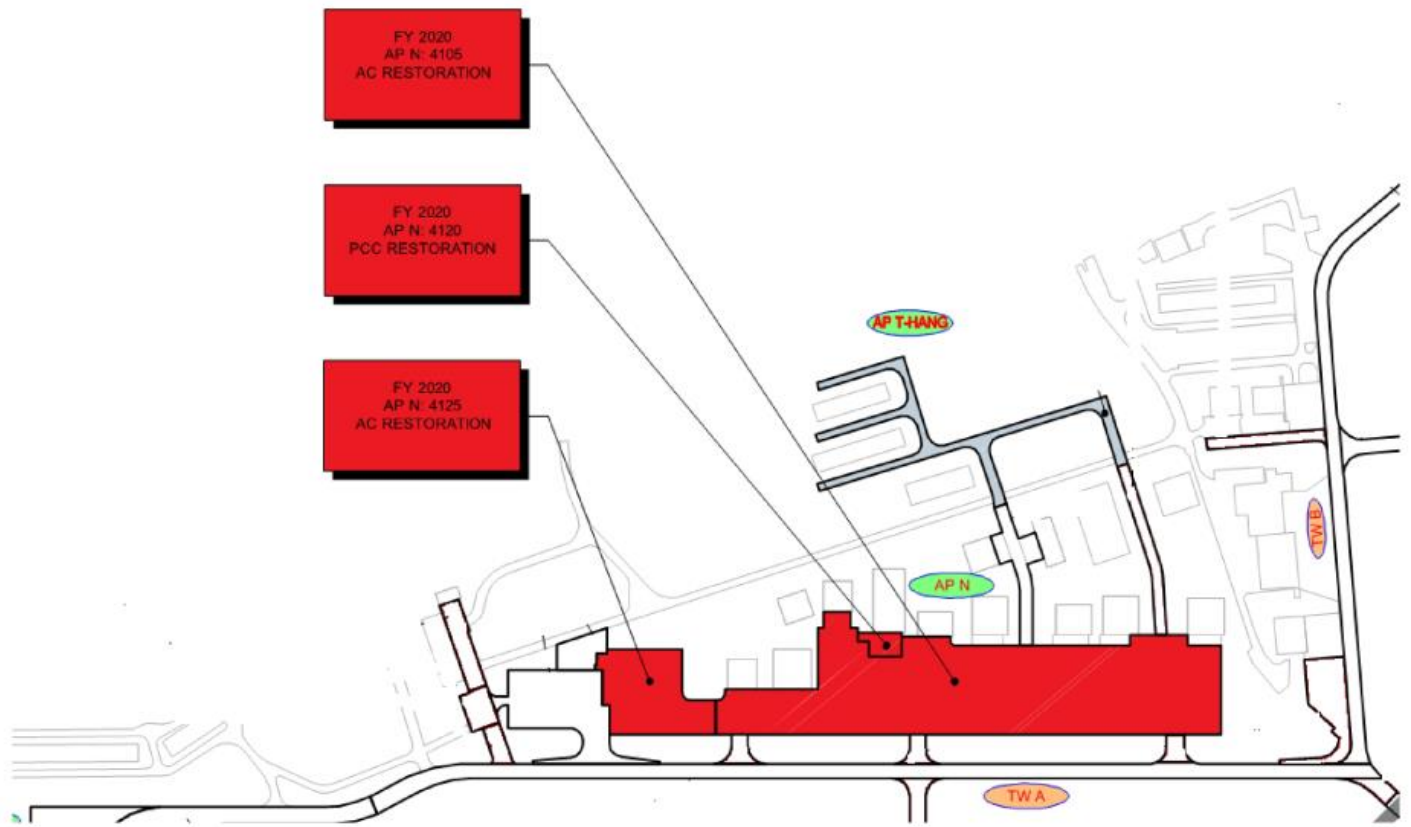
D. Deliverable(s): Final closeout documents to be uploaded into Jacip

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 Materials

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
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

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

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
444872-1-94-01	DPTO	088719	2020	751000	55.004	Aviation Grant Program	\$92,240
444872-1-94-01	DPTO	088719	2021	751000	55.004	Aviation Grant Program	\$1,000,000
444872-1-94-01	LF	088719	2021	751000	55.004	Aviation Grant Program	\$250,000
444872-1-94-01	LF	088719	2020	751000	55.004	Aviation Grant Program	\$23,060
Total Financial Assistance							\$1,365,300

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	\$1,092,240	\$273,060	\$0	\$1,365,300	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	\$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	\$1,092,240	\$273,060	\$0	\$1,365,300			

*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

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

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

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:** \$1,092,240

*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: June 14, 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 Landlord's Consent & Lease Assignment and a Landlord's Subordination & Consent, between the City of Leesburg, Skybolt Aeromotive Corporation, and Seacoast National Bank; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the Landlord's Consent & Lease Assignment and the Landlord's Subordination & Consent.

Analysis:

Skybolt Aeromotive Corporation is seeking an SBA loan from Seacoast National Bank. The bank is requesting these two documents be executed by the City.

By Resolution 10,822, dated March 22, 2021, the City Commission approved a long-term lease agreement with Skybolt Aeromotive Corporation, for the hangar located at 9000 Airport Boulevard. Per the lease terms, the structure fees/rent for the initial 20-year term is \$500,000 and shall be made in three payments. Two payments in the amount of \$50,000 on April 1 & June 1, 2021 and the balance of \$400,000 due on August 1, 2021.

Procurement Analysis:

N/A

Options:

1. Approve and execute the two documents as presented; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None

Submission Date and Time: 6/9/2021 11:08:37 AM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
LANDLORD'S CONSENT & LEASE ASSIGNMENT AND A LANDLORD'S
SUBORDINATION & CONSENT, BETWEEN THE CITY OF LEESBURG,
SKYBOLT AEROMOTIVE CORPORATION, AND SEACOAST NATIONAL
BANK; 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 the Landlord's Consent & Lease Assignment and the Landlord's Subordination & Consent.

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 14th day of June 2021.

Mayor

ATTEST:

City Clerk

LANDLORD'S CONSENT AND ASSIGNMENT OF LEASE AGREEMENT

THIS LANDLORD'S CONSENT AND ASSIGNMENT OF LEASE AGREEMENT ("Agreement") is entered into this _____ day of _____, 2021, by and among **SKYBOLT AEROMOTIVE CORPORATION, a Florida corporation** ("Borrower"), whose address is 9000 Airport Blvd, Leesburg, FL 34788, **Seacoast National Bank** ("Lender"), whose address is 815 Colorado Avenue, Stuart, FL 34994; and **CITY OF LEESBURG, a Florida Municipal corporation** ("Landlord"), whose address is 501 W Meadow St, Leesburg, FL 34748.

Borrower and Lender have entered into, or are about to enter into, an agreement whereby Lender has acquired or will acquire a security interest or other interest in the "Collateral" (as hereinafter defined). Some or all of the Collateral may be affixed or otherwise be located at the real estate known as 9000 Airport Blvd, Leesburg, FL 34788 and more particularly described on Exhibit "A" attached hereto and made a part hereof ("Premises").

Borrower leases the Premises from Landlord under the terms of that certain Lease Agreement dated _____, 2021 ("Lease").

To induce Lender to extend the "Loan" (as hereinafter defined) to Borrower against such security interest in the Collateral and for other valuable consideration, Landlord hereby agrees with Lender and Borrower as follows:

1. COLLATERAL DESCRIPTION.

The word "Collateral" means, individually and collectively, certain of Borrower's personal property in which Lender has acquired or will acquire a security interest including, without limitation, the following specific property:

All equipment, fixtures, and furniture including, but not limited to, the property described in the Security Agreement from Borrower in favor of Lender and includes all replacements and substitutions thereof, as well as all proceeds (including sales and/or insurance proceeds) regarding the Collateral.

2. BORROWER'S ASSIGNMENT OF LEASE.

In connection with the Loan, Borrower will execute and deliver to Lender a *Collateral Assignment of Lessee's Interest in the Lease* ("Collateral Assignment") in favor of Lender, which Collateral Assignment will be recorded in the Public Records of Lake County, Florida, and which Collateral Assignment encumbers Borrower's rights under the Lease. In connection with the Loan and pursuant to the Collateral Assignment, Borrower will assign to Lender all of Borrower's rights in the Lease as partial security for the Loan. The parties hereto intend that this assignment will be a present transfer to Lender of all of Borrower's rights under the Lease, subject to Borrower's rights to use the Premises and enjoy the benefits of the Lease while not in default on the Loan or Lease. Upon full performance by Borrower under the Loan, this assignment shall be ended, without the necessity of any further action by any of the parties. This assignment includes all renewals of and amendments to the Lease or the Loan, until the Loan is paid in full. No amendments may be made to the Lease without Lender's prior written consent, which shall not be unreasonably withheld or delayed. Lender has the option upon default of the Loan by Borrower to exercise its rights under this Agreement.

3. ACKNOWLEDGEMENT OF SECURITY INTEREST AND SUBORDINATION.

Landlord acknowledges that Borrower has granted to Lender a security interest in the Collateral and agrees that the Collateral is and shall remain the personal property of the Borrower at all times, but subject to Lender's rights under the Security Agreement and other Loan documents. Until such time as all amounts due regarding the Loan are repaid in full, Landlord hereby agrees that any and all liens and/or claims Landlord now has or may acquire in or to the Collateral are and will be, at all times, subject and subordinate to Lender's security interest in the Collateral.

4. CONSENT OF LANDLORD.

Notwithstanding anything to the contrary in the Lease, Landlord hereby consents to the Collateral Assignment and Lender's recording thereof and to the assignment by Borrower in favor of Lender of Borrower's rights under the Lease. Landlord acknowledges and agrees that, upon a default by Borrower regarding the Loan, Lender may, at Lender's option, acquire Borrower's leasehold at a foreclosure sale or by Borrower's assignment and also that Lender has the right to reassign such leasehold estate (along with right to exercise any options) to any new tenant approved by Landlord, who will utilize the leasehold estate for airport related purposes. If Borrower defaults under the Loan, Lender may reassign and or sublease the Lease and Landlord agrees that Landlord's consent to any such reassignment will not be unreasonably withheld, conditioned and/or or delayed. So as long as Lender has not entered into possession of the Premises, Lender will have no liability under the Lease including, without limitation, liability for rent and other charges due under the Lease. Regardless of whether Lender enters into possession of the Premises for any purpose, Borrower will remain fully liable for all obligations of Borrower as lessee under the Lease. If Lender takes actual possession of the Premises, Lender will cause all payments due under Lease attributable to that period of time in which Lender possesses the Premises to be made to Landlord. If Lender later reassigns the Lease or vacates the Premises, Lender will have no further obligation to Landlord. Landlord agrees that there will be no modifications or cancellations of the lease without the Lender's prior written consent and approval.

5. LEASE DEFAULTS.

Both Borrower and Landlord each hereby agree and represent to Lender that, to the best of their respective knowledge, there is no breach or offset existing by any party under the Lease or under any other agreement between Borrower and Landlord. Landlord agrees not to terminate the Lease, despite any default by Borrower, without giving Lender written notice of the default and an opportunity to cure the default within a period of thirty (30) days from the receipt of such default notice. If the default is one that cannot reasonably be cured by Lender (such as insolvency, bankruptcy, or other judicial proceedings against Borrower), then Landlord will not terminate the Lease so long as Landlord receives all sums due under the Lease for the period during which Lender is in possession of the Premises, or so as long as Lender reassigns the Lease to a new lessee reasonably satisfactory to Landlord.

6. INSURANCE; CONDEMNATION.

Landlord and Borrower each hereby agrees that until the Loan is fully repaid, Lender has first priority over any and all insurance proceeds resulting from damage to any improvements to the Premises to the extent of any amounts due under the Loan. Landlord and Borrower each hereby further agrees that until the Loan is fully repaid, Lender has first priority over any and all condemnation proceeds received and to be received to the extent of any amounts due under the Loan.

7. ENTRY ONTO PREMISES.

Landlord and Borrower grant to Lender the right to enter upon the Premises, subject to the security protocols then in effect for Leesburg International Airport, for the purpose of removing the Collateral from the Premises or conducting sales of the Collateral on the Premises. The rights granted to Lender in this Agreement will continue until a reasonable time after Lender receives notice in writing from Landlord that Borrower no longer is in lawful possession of the Premises. If Lender enters onto the Premises and removes the Collateral, Lender agrees with Landlord not to remove any Collateral in such a way that the Premises are damaged, without either repairing any such damage or reimbursing Landlord for the cost of repair. Lender's rights under this Section shall be governed by and subject to the provisions of Section 2 of the Landlord's Subordination and Consent executed by Landlord in connection with the same loan transaction.

8. NOTICE OF TERMINATION.

Landlord represents and warrants to Lender that Borrower has complied with all obligations owed to Landlord by Borrower under the Lease including, without limitation, the payment of rent and that no default currently exists thereunder. Landlord agrees to promptly give Lender written and detailed notice of each occurrence of any condition, event or action of Borrower which results in a default under and/or the termination of the Lease, upon receipt of which notice Lender will have a reasonable opportunity to cure each such default as specified more particularly in Section 5 above.

9. REMOVAL OF PROPERTY.

Lender shall have thirty (30) days after receipt by Lender of notice from Landlord that the Lease has been terminated to remove the Collateral from the Premises; provided, however, with respect to the expiration of the Lease by its own terms (*i.e.*, the term of the Lease is over pursuant to the express provisions of the Lease), Lender shall have thirty (30) days after receipt of any notice from Landlord that the Lease has expired to remove the Collateral from the Premises. Lender's rights under this Section shall be governed by and subject to the provisions of Section 4 of the Landlord's Subordination and Consent executed by Landlord in connection with the same loan transaction.

10. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement: This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement. The covenants of Borrower and Landlord respecting subordination of the claim or claims of Landlord in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any claim or claims to which this Agreement shall apply. Lender need not accept this Agreement in writing or otherwise to make it effective. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA AND VENUE FOR ANY ACTION OR PROCEEDING ARISING UNDER THIS AGREEMENT SHALL BE IN LAKE COUNTY, FLORIDA. If Landlord is other than an individual, any agent or other person executing this Agreement on behalf of Landlord represents and warrants to Lender that he or she has full power and authority to execute this Agreement on Landlord's behalf. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is in writing and signed by Lender. Without notice to Landlord and without affecting the validity of this Consent, Lender may do or not do anything it deems appropriate or necessary with respect to the Loan, any obligors on the Loan, or any collateral for the Loan, including without limitation extending, renewing, rearranging or accelerating any of the Loan indebtedness. In the event of any conflict between any term and/or condition of the Lease and any term and/or condition of this Agreement, the term and/or condition of this Agreement shall control.

11. AMENDMENTS.

This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

12. NO WAIVER.

No party shall be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by the party to be charged with the waiver. No delay or omission on the part of any party in exercising any right shall operate as a waiver of such right or any other right. A waiver of a provision of this Agreement shall not prejudice or constitute a waiver of the right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver, nor any course of dealing between or among the parties, shall constitute a waiver of any rights or of any obligations as to any future transactions. Whenever the consent of a party is required under this Agreement, the granting of such consent in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of that party.

13. SEVERABILITY.

If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

14. DEFINITIONS.

The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code;

Agreement. The word “Agreement” means the Landlord’s Consent and Assignment of Lease Agreement including any and all amendments and modifications hereof, together with all exhibits and schedules attached to this Landlord’s Consent from time to time.

Borrower. The word “Borrower” means SKYBOLT AEROMOTIVE CORPORATION, a Florida corporation, and all other persons and entities signing documentation in favor of Lender regarding the Loan in whatever capacity.

Collateral. The word “Collateral” means all of Borrower’s right, title, and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2021.

My commission expires:

Notary Public, State of Florida

Seacoast National Bank

By: _____

Print Name: _____

Title: _____

STATE OF FLORIDA)
):
COUNTY OF _____)

BEFORE ME, the undersigned authority duly authorized to take oaths and acknowledgements () personally or by () online notarization, _____, as _____ of **Seacoast National Bank**. He/She is personally known to me or has produced a driver's license as identification.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2021.

My commission expires:

Notary Public, State of Florida

THE CITY OF LEESBURG, FLORIDA

BY: _____
JOHN CHRISTIAN, Mayor

ATTEST: _____
ANDI PURVIS, City Clerk

APPROVED AS TO FORM AND CONTENT:

CITY ATTORNEY

STATE OF FLORIDA)
):
COUNTY OF _____)

BEFORE ME, the undersigned authority duly authorized to take oaths and acknowledgements () personally or by () online notarization, appeared _____, as _____ of CITY OF LEESBURG, a Florida Municipal corporation. He/She is personally known to me or has produced a driver's license as identification.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2021.

Notary Public, State of Florida

Exhibit “A”

Attach Legal Description

LANDLORD'S SUBORDINATION AND CONSENT

THIS LANDLORD'S SUBORDINATION AND CONSENT ("Agreement") dated effective _____, 2021 is entered into by and among Skybolt Aeromotive Corp ("Borrower") whose address is 9000 Airport Blvd, Leesburg, FL 34788, Seacoast National Bank ("Lender"), whose address is 815 Colorado Avenue, Stuart, FL 34994, and The City of Leesburg ("Landlord"), whose address is 501 W Meadow St, Leesburg, FL 34748.

RECITALS

- A. Borrower and Lender have entered into, or intend to enter into, a loan transaction ("Loan") pursuant to which Borrower has granted or will grant to Lender a security interest or other interest in and to all of Borrower's business assets including, without limitation, Borrower's Equipment, Fixtures, Accounts, and all other personal property ("Collateral") which may, from time to time be located at or upon the premises (the "Property") described in that certain Lease Agreement dated _____, 2021 ("Lease").
- B. Lender has required and Borrower has agreed to grant to Lender a first lien and security interest in and to the Collateral.
- C. In order to provide assurance to Lender that Lender's lien and Security interest in and to the Collateral is not subject to any prior lien or protection granted to a landlord under any state statute, common law or otherwise, Borrower has requested that Landlord acknowledge, consent and agree to the terms and conditions set forth in this Agreement.

AGREEMENT

To induce Lender to extend a loan to Borrower and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. **ACKNOWLEDGEMENT OF SECURITY INTEREST AND SUBORDINATION.** Landlord acknowledges that Borrower has granted to Lender a security interest in the Collateral and agrees that the Collateral is and shall remain the personal property of the Borrower at all times. Until such time as the Loan is paid in full, Landlord disclaims any and all interest, liens and claims which Landlord now has or may hereafter acquire in and to the Collateral. Landlord agrees that any lien or claim Landlord now has or may acquire in or to the Collateral will be, at all times, subject and subordinate to Lender's security interest in the Collateral.
- 2. **LEASE DEFAULTS.** Landlord represents that, to the best of their knowledge, there is no existing breach or offset under the Lease, Landlord will provide Lender with written notice of the default or event of default to the address set forth in the first paragraph of this Agreement and Lender shall have a period of thirty (30) days to cure each such default after its receipt of notice thereof from Landlord. Upon receipt by Lender, as required by this Section, of a notice of a default or an event of default under the Lease or any notice of termination of the Lease, Borrower and Landlord each grant the Lender the right to enter the property (subject however to the security protocols then in effect for Leesburg

International Airport) for the purpose of removing the Collateral. Lender's right to remove the Collateral from the Property in accordance with this Section shall continue for a period equal to the greater of (i) 30 days after receipt of notice from Landlord that the Lease will be terminated on a date specified in such notice and (ii) fifteen business days after the day on which the Lease actually terminates. Lender shall pay to Landlord, on a daily prorated basis, rent for each day the Collateral remains in the Property after the date on which the Lease actually terminates, and such payment shall continue until the Collateral is removed, all damage is repaired pursuant to Section 4 below, and the Property is turned over to Landlord for reletting or other appropriate action. Rent shall be payable at the end of each calendar month during which the Collateral remains in the Property after the date the Lease is terminated, and amounts not paid by the tenth of the month shall bear interest at the rate of 12.0% per year until paid in full.

3. **ENTRY ONTO PROPERTY.** In the event that Lender, for any reason, has the right to take possession of the Collateral or the right to sell the Collateral, Landlord and Borrower each grant to Lender the right to enter the Property (subject however to the security protocols then in effect for Leesburg International Airport) for the purpose of removing the Collateral from the Property or for the purpose of conducting a sale of the Collateral at the Property.
4. **REMOVAL OF COLLATERAL.** If Lender enters the Property and removes the Collateral, Lender agrees that Lender will not remove any Collateral if doing so would result in damage to the Property without either repairing any damage caused by the removal of the Collateral or reimbursing Landlord for the cost of repairing damage to the Property. Lender shall notify Landlord in writing, prior to removal of the Collateral, of its choice of option to repair the damage, or reimburse Landlord for the cost of repair. If Lender elects to repair the damage, repairs shall be completed fully within no more than forty five (45) days from the date the Collateral is removed. If Lender elects to reimburse Landlord for the cost of repair, such reimbursement shall be due and payable no later than thirty (30) days after Landlord renders an invoice to Lender for such cost, and if not paid by that deadline, all amounts not paid shall bear interest at the rate of 12.0% per year until paid in full.
5. **SUCCESSORS AND ASSIGNS.** This Agreement extends to and binds the respective heirs, personal representatives, successors and assigns of the Borrower, Landlord and Lender.
6. **ASSIGNMENTS.** If Lender transfers, assigns or endorses over any claim or obligation to which this Agreement applies, this Agreement will be enforceable by any such transferee, assignee or endorsee. Lender may make such transfer, assignment or endorsement without the consent of either the Borrower or the Landlord.
7. **APPLICABLE LAW.** This Agreement is governed by and is to be construed under the laws of the State of Florida. Venue for any action arising under this Agreement shall be in Lake County, Florida.

8. **AUTHORITY.** Each of the parties to this Agreement represent that the individual executing this Agreement on such party's behalf has the full power and authority to enter into and execute this agreement.
9. **WAIVERS AND MODIFICATIONS.** Any waiver of any condition or requirement set forth in this Agreement must be in writing. Any modification to the terms or conditions of this Agreement must be in writing and must be signed by the party against whom enforcement is sought. No delay or omission on the part of Lender in exercising any right under this Agreement or under the Loan will operate as a waiver of such right or any other right. Unless specifically agreed by Lender in writing, a waiver of any provision of this Agreement will not prejudice or constitute a waiver of Lender's right to demand strict compliance with any such provision or any other provision of this Agreement and no prior waiver or course of dealing between Lender and Landlord will be deemed or construed as constituting a waiver of any of Lender's rights as to any future transaction.
10. **MODIFICATION OF LOAN.** Lender may, without any notice to or consent from Landlord, take any action that Lender deems to be appropriate, necessary or desirable with respect to the Loan, including without limitation, make modifications, waivers, alterations, renewals, extensions or accelerations of the Loan indebtedness.
11. **CONSOLIDATION.** This Agreement constitutes the entire understanding and agreement of Landlord and Borrower with respect to the matters set forth in this Agreement.
12. **SEVERABILITY.** If a court of competent jurisdiction finds that any provision of this Agreement is illegal, invalid or otherwise unenforceable for any reason, the Agreement will be deemed to be modified so as to remove the offending provision from this Agreement but only so far as is necessary to make this Agreement a legal, valid and enforceable agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.
13. **NO AMENDMENT TO OTHER AGREEMENTS.** This Agreement is not intended to be and shall not be construed as an amendment or modification of the Lease or any other agreement between or among Landlord, Borrower and Lender, or any combination of such parties.

BY EXECUTING THIS AGREEMENT IN THE SPACE PROVIDED BELOW, BORROWER, LANDLORD AND LENDER ACKNOWLEDGE HAVING READ ALL OF THE PROVISIONS OF THIS AGREEMENT AND AGREE TO ITS TERMS.

BORROWER: SKYBOLT AEROMOTIVE CORP

By: _____
Ned C. Bowers, President

LANDLORD: THE CITY OF LEESBURG

BY: _____
NAME: _____
TITLE: _____

BY: _____
NAME: _____
TITLE: _____

LENDER:

SEACOAST NATIONAL BANK

BY: _____
NAME: _____
TITLE: _____

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: June 14, 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 Leesburg Hangar, LLC and the City of Leesburg, for property located at the Leesburg International Airport, 8900 Airport Boulevard; and providing an effective date.

Staff Recommendation:

Staff recommends approval and execution of the Lease Agreement.

Analysis:

The hangar located at 8900 Airport Boulevard reverts to the City on June 30, 2021. On April 14, 2021, the City publicly advertised an Invitation/Request for Offers (RFO #210204). Multiple offers were received and reviewed by the City Manager, Finance Director, and Airport Manager. The City Manager presented the offers to the Airport Advisory Board at the regularly scheduled meeting on May 13, 2021, and recommended the Leesburg Hangar, LLC offer as the superlative offer. Four of the five board members were present. The board's motion was 3 to 1, in favor of recommending the Leesburg Hangar, LLC Lease Agreement to the Commission for final approval consideration.

Note: The Lease name of Leesburg Hangar, LLC, was designated during final edits to the Lease Agreement. The original offer, which remains unchanged, was presented under the name Danforth Equipment, LLC.

Procurement Analysis:

N/A

Options:

1. Approve and execute the Lease Agreement with Leesburg Hangar, LLC; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The Airport fund will receive \$351,000.00 for the structure/improvements of the 25-year term, payable upon acceptance of the lease agreement. Additionally, \$4,035.36 will be paid annually for base/ground

rent, subject to the greater of 2% or actual CPI, every other year.
Account No. 048-0000-362.02-00

Submission Date and Time: 6/9/2021 11:13:34 AM

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 LEESBURG HANGAR, LLC AND THE
CITY OF LEESBURG, FOR PROPERTY LOCATED AT THE LEESBURG
INTERNATIONAL AIRPORT, 8900 AIRPORT BOULEVARD; AND
PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute a lease agreement with Leesburg Hangar, LLC, whose address is 8900 Airport Boulevard, Leesburg, FL 34788.

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 14th day of June 2021.

Mayor

ATTEST:

City Clerk

LEASE AGREEMENT

THIS INSTRUMENT, made and entered into the 14th day of June, **2021**, by and between the **CITY OF LEESBURG**, a Florida Municipal corporation, hereinafter called the Lessor, and **LEESBURG HANGAR, LLC**, hereinafter called the Lessee,

WITNESSETH:

Lessor owns the Leesburg International Airport. Lessee desires to rent space at the Airport for the purposes expressed below, and Lessor has consented to lease space 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 8900 Airport Blvd, Leesburg FL 34788, and is described and depicted on Exhibit "A" attached. The term of this Lease shall commence on July 1, 2021, and will end at midnight on the last day June, 2046. If Lessee is not in default under any term, condition or covenant of this Lease or any other lease or agreement between Lessee and Lessor, then at the end of the original term, Lessee may renew this Lease for one additional term of 60 months, upon substantially the same terms as this Lease, at the then prevailing improved land rates, the approval of which shall not be unreasonably withheld by Lessor. Lessee must give 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.

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 by Lessor at any time upon thirty days' written notice.

2. **RENT.** Rent during the term shall be paid yearly in advance, beginning as of the date the term commences and continuing on July 1 in each consecutive year thereafter for so long as Lessee remains in possession of the premises. Rent shall consist of two components:

Base Rent, and Structure Rent. Base Rent initially shall be \$0.16 per square foot annually, PLUS APPLICABLE SALES TAXES, subject to adjustment biannually as provided below. Structure Rent shall be \$351,000.00 for the entire 25-year term, payable upon acceptance of lease agreement.

On July 1, 2023, and on July 1 every two years after that ("Change Date") for so long as this Lease (including the five year extension if exercised) remains in effect, the Base Rent only shall be increased by the greater of: (i) 2.0% of the rental amount being paid just prior to each Change Date; or (ii) an amount determined by multiplying the monthly rent charged during the immediately preceding two years by the percentage increase in the Consumer Price Index (all Urban Consumers, U.S. City Average, 1982-84=100) published by the United States Department of Labor, over the entire immediately preceding two years, and adding that product to the monthly rent paid in the preceding two years to establish the rent due for the next two years. There shall be no downward adjustments in rent. If the Consumer Price Index is discontinued, then rental adjustments shall be computed by a comparable or replacement index measuring annual increases in the cost of living. Structure Rent shall not be subject to periodic CPI adjustments, but as noted above may be adjusted upon exercise by Lessee of the right to renew.

Each installment of Rent is payable in advance, on July 1 in each calendar year, and shall be paid at City Hall, 501 West Meadow Street, Leesburg, Florida 34748, or in such other manner as Lessor may, from time to time, direct by written notice to Lessee.

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

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

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

3. **USE.** Lessee shall use the premises for storage of aircraft. This facility may only be used for aircraft repair and/or maintenance after, and so long as, all requirements imposed by the Fire Marshall have been met, and an oil separator has been installed in accordance with the requirements of the City of Leesburg Public Works department. All use shall be in full compliance with all local, state and federal ordinances, laws, rules and regulations, whether now in force or hereafter enacted or amended. 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 tenants or 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, including but not limited to electricity, water, refuse and garbage service, sewage disposal and pollution abatement charges, telephone and other telecommunications, cable or satellite television or radio service, impact fees (of any type or purpose, including but not limited to water and sewer, roadways, police and fire protection, public schools, parks and recreation or otherwise), pest control, and janitorial service shall be secured and paid for by Lessee, who shall hold Lessor harmless from any loss or damage, including attorney's fees, arising out of failure by Lessee to pay all utility charges when due.

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 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, [*Following coverages will be required only if Lessee is providing services to the flying public: (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, the roof, doors, windows, and the electrical system and all of its components. Lessee shall maintain all structures in such a manner that at the end of the term, the structures shall be returned to Lessor in good and serviceable condition, without any damage or wear other than and ordinary wear and tear a reasonable person would expect to occur over the life of the Lease term. Lessee's obligation shall extend to, but shall not be limited to, any and all cosmetic maintenance (including exterior and interior painting), all plumbing, electrical, heating and air conditioning systems; all telephone, telecommunication, cable television, natural gas and other utility lines; all mowing and exterior grounds keeping and landscaping. If Lessee fails to carry out its maintenance responsibilities properly, Lessor may give

written notice of deficiencies to Lessee, specifying a time within which repairs are to be made, and if Lessee fails to act within the time specified, Lessor may make all repairs it deems necessary and charge the cost thereof to Lessee as additional rent hereunder, to be payable immediately upon demand.

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. All terms of this Lease related to taxes, insurance and maintenance shall continue in force unchanged during the renewal term.

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 such a lien is filed, Lessee shall cause the premises to be released therefrom within five (5) days of written demand by Lessor, either by payment in full, or by posting of bond which by law releases Lessor's interest from the legal effect of such lien. Prior to commencing work, Lessee shall obtain from any contractor, subcontractor, laborer or materialmen performing work or providing materials for the premises, a waiver of lien whereby such person specifies that he or

she will not impose any lien or claim against the real property by reason of the work done or materials provided. Any such work shall be done only under written contract and Lessor shall have the opportunity to approve such contract before work commences.

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

- a. Sale of more than 49% of the shares of a corporate Lessee which are issued and outstanding on the commencement date of this lease to members other than the initial members of the LLC;
- b. Issuance by a corporate lessee of additional shares which results in the shares issued and outstanding on the commencement date of this lease being reduced, after the new issue, to less than 51% of the then outstanding and issued shares;
- c. Any other action by a corporate lessee, or its shareholders, the result of which is to reduce the percentage of shares owned by those shareholders existing as of the date of this lease to less than 51%;
- d. Any change in the partners of a lessee which is a general partnership;
- e. Any change in general partners of a limited partnership lessee or any reduction in the percentage of ownership in the partnership by any general partner, or any change in the membership or control of a limited liability company which is a lessee hereunder, except between the original members of the LLC.

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

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

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

B. To Lessee: at the leased premises with a copy sent to 610 E Main St, Leesburg, FL.

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 here from 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; however, excluding 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 ordinances, rules and regulations which may, from time to time, during the term hereof, be adopted or amended by the Lessor for operations at the 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 is 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 nondiscriminatory basis to all users thereof, and it shall charge fair, reasonable and nondiscriminatory 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.

WITNESSES (two required):

(as to Lessee)

LESSEE: Leesburg Hangar, LLC
BY: _____

(as to Lessee)

DATE: _____, 2021

APPROVED AS TO FORM:

LESSOR: The City of Leesburg, Florida
BY: _____
Mayor

City Attorney

Attest: _____
City Clerk

LEASE DATED: JUNE 14, 2021.

LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA AND LYING IN A PORTION OF BLOCK 39 OF SILVER LAKE ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGES 67 THROUGH 69 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4), OF SECTION 22, TOWNSHIP 19 SOUTH, RANGE 25 EAST, FOR THE POINT OF COMMENCEMENT (P.O.C.); THENCE RUN SOUTH 89°10'02" EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER (NW 1/4), A DISTANCE OF 770.02 FEET TO THE NORTHERLY EXTENSION OF THE CENTERLINE OF ECHO DRIVE, HAVING A RIGHT-OF-WAY WIDTH OF 50.00 FEET; THENCE RUN SOUTH 21°52'01" WEST, ALONG SAID NORTHERLY EXTENSION AND ALONG THE CENTERLINE OF SAID ECHO DRIVE, A DISTANCE OF 1109.06 FEET TO THE INTERSECTION OF THE CENTERLINE OF AIRPORT BOULEVARD, HAVING A RIGHT-OF-WAY WIDTH OF 50.00 FEET; THENCE RUN NORTH 67°47'58" WEST, ALONG SAID CENTERLINE OF AIRPORT BOULEVARD, A DISTANCE OF 427.85 FEET; THENCE RUN SOUTH 22°12'02" WEST, A DISTANCE OF 25.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID AIRPORT BOULEVARD FOR THE POINT OF BEGINNING (P.O.B.) OF THIS DESCRIPTION; THENCE CONTINUE SOUTH 22°12'02" WEST, A DISTANCE OF 278.30 FEET; THENCE RUN NORTH 49°44'17" WEST, 106.67 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE TO THE WEST AND LYING 18.50 FEET, RADIAL MEASURE, EASTERLY OF THE CENTERLINE OF THE NEW TAXI WAY LOCATED SOUTH OF AIRPORT BOULEVARD AND APPROXIMATELY 542 FEET WEST OF SAID ECHO DRIVE; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE, HAVING A DELTA ANGLE OF 16°26'25", A RADIUS LENGTH OF 143.15 FEET, AN ARC LENGTH OF 41.07 FEET, A TANGENT LENGTH OF 20.68 FEET, A CHORD LENGTH OF 40.93 FEET, AND A CHORD BEARING OF NORTH 30°21'32" EAST; THENCE RUN NORTH 22°08'20" EAST, PARALLEL WITH AND 18.50 FEET EAST OF SAID CENTERLINE OF THE NEW TAXI WAY, A DISTANCE OF 204.71 FEET TO THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF AIRPORT BOULEVARD; THENCE RUN SOUTH 67°47'58" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 95.82 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 25 EAST, AT THE LEESBURG REGIONAL AIRPORT, CITY OF LEESBURG, LAKE COUNTY, FLORIDA AND CONTAINS 25,221.099 SQUARE FEET OR 0.579 ACRE.

LEGEND

- C/L - CENTERLINE
- P.O.C. - POINT OF COMMENCEMENT
- R/W - RIGHT-OF-WAY
- P.O.B. - POINT OF BEGINNING
- S.R. - STATE ROAD
- U.S. - UNITED STATES
- SQ.FT. - SQUARE FEET
- SEC. - SECTION

SURVEYOR'S REPORT:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS, SHOWN HEREON, ARE RELATIVE TO ASSUMED DATUM, BASED ON THE CENTERLINE OF OF ECHO DRIVE, AS BEING S. 21°52'01" W..
3. THE LEGAL DESCRIPTION, SHOWN HEREON, WAS PREPARED UNDER THE DIRECTION OF THE SURVEYOR, ACCORDING TO THE INSTRUCTIONS PROVIDED BY MR. JAKE KERTZ, AIRPORT MANAGER FOR THE CITY OF LEESBURG.
4. THIS IS NOT A SURVEY.
5. REVISION BY: D.D.F., 01/14/2002
REMOVED 4.00' UTILITY EASEMENT.

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

SECTION: 21-19-25



CITY OF LEESBURG
ENGINEERING DEPARTMENT
600 ORANGE STREET
LEESBURG, FLORIDA 34749-0630
PHONE (352) 728-9755
FAX (352) 728-9758

LEGAL DESCRIPTION
LEESBURG HANGAR, LLC.
LEASE PROPERTY AT
LEESBURG REGIONAL
AIRPORT

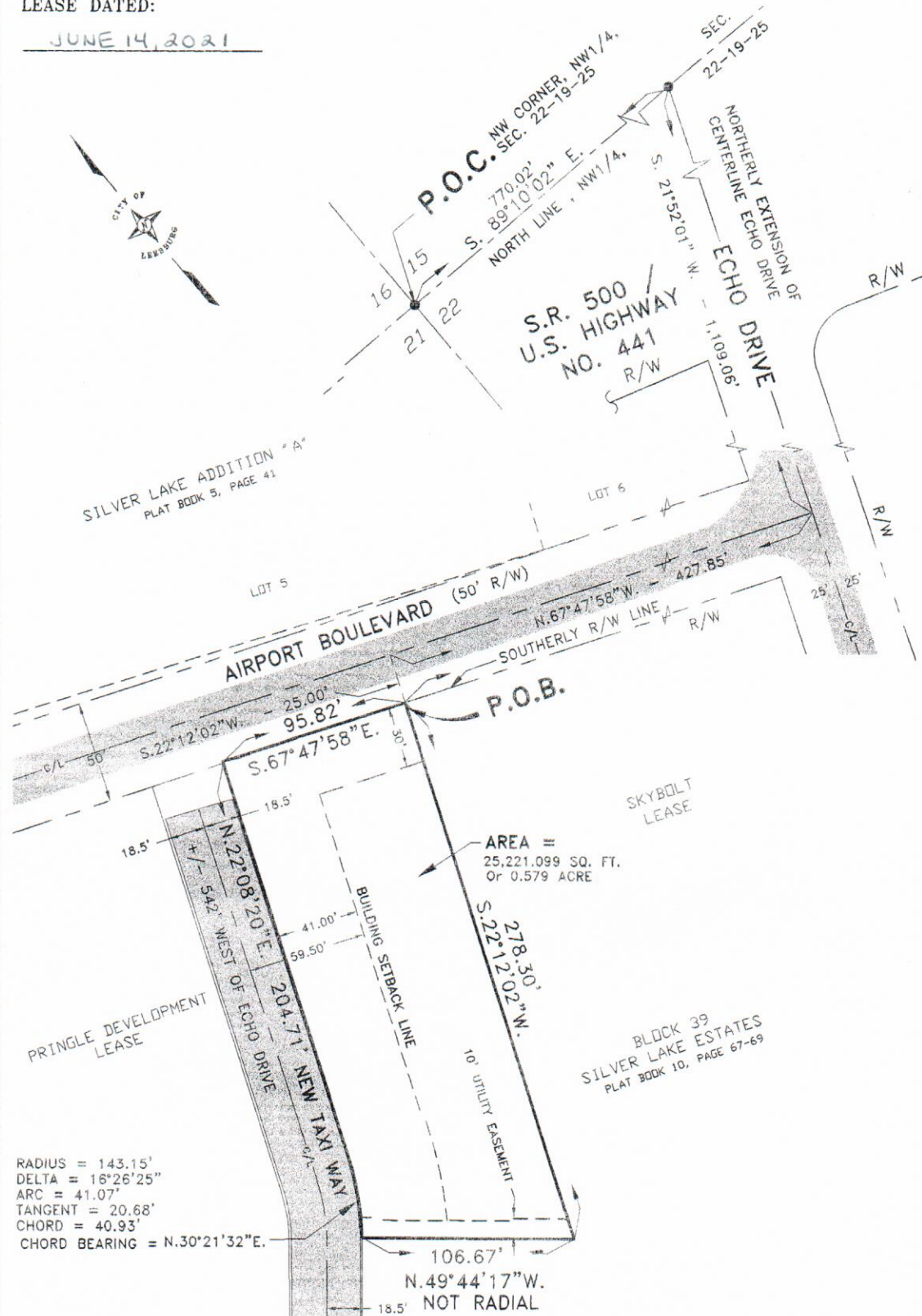
DATE: 10/29/01
DRAWN: S.W.P.
CHECKED: D.D.F.
APPROVED: D.H.K.
SCALE: N/A.
FILE NO.: AP01 001

SHEET
NUMBER
1
OF
2

EXHIBIT "A", (2 SHEETS) ATTACHMENT TO LEESBURG HANGAR, LLC

LEASE DATED:

JUNE 14, 2021



RADIUS = 143.15'
 DELTA = 16°26'25"
 ARC = 41.07'
 TANGENT = 20.68'
 CHORD = 40.93'
 CHORD BEARING = N.30°21'32"E.

AREA =
 25,221.099 SQ. FT.
 Or 0.579 ACRE

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

REVISION BY: D.D.F., 01/14/2002
 REMOVED 4.00' UTILITY EASEMENT.

SECTION: 21-19-25



CITY OF LEESBURG
 ENGINEERING DEPARTMENT
 600 ORANGE STREET
 LEESBURG, FLORIDA 34749-0630
 PHONE (352) 728-8755
 FAX (352) 728-9763

LEGAL DESCRIPTION
LEESBURG HANGAR, LLC
 LEASE PROPERTY AT
 LEESBURG REGIONAL
 AIRPORT

DATE: 10/29/01
 DRAWN: S.W.P.
 CHECKED: D.D.F.
 APPROVED: D.H.K.
 SCALE: 1" = 60'
 FILE NO.: AP01001

SHEET
 NUMBER
 2
 OF
 2

TO: Members of the Airport Advisory Board
FROM: Al Minner, City Manager
RE: **REVISED** 8900 AIRPORT BOULEVARD HANGAR OFFERS
DATE: Thursday, May 13, 2021
CC: Mayor and Members of the Leesburg City Commission

On Tuesday, my office issued a recommendation memo concern the best financial options for leasing/selling the facilities at 8900 Airport Boulevard. In reviewing the information with Tracey Dean, Airport Director, I noticed that my input data, which I took from Mike Thorton's, Purchasing Manager, offer chart was incorrect.

The purpose of this memo is to provide details about I how miscalculated and to provide an updated AAB recommendation.

First, my logic concerning time value of money, and formulamatic approach was correct. May arithmetic was even correct. However, I used date from Mr. Thorton's chart which I interpreted incorrectly, so my final financial analysis was calculated wrong.

To make the situation less complicated and to correct that data inputs, two charts are now provided. The first is a review of the lease proposals, with the corrected data.

LEASE OFFERS						
	TERM	LEASE	TERM REVENUE	3% - DISCOUNT	7% - DISCOUNT	
First Class Aerospace	20	\$ 24,024	\$ 480,480	\$ 357,416	\$ 254,510	
Skybolt	20	\$ 26,000	\$ 520,000	\$ 386,814	\$ 275,444	
Danforth*	20	N/A	\$ 301,000	\$ 301,000	\$ 301,000	

*The Danforth offer provides a lumpsum payment at the beginning of the lease.

Three lease proposals were provided. Two offered annual payments - one offered a lump sum payment on day one of the term. These scenarios require several considerations such as time value of money, what discount rate to use, and

weighing is cash up front better than receiving more money later; in order to compare apples to apples. In all respects the Danforth proposal is the best for the reasons provided in the previous memo.

The second chart shows the purchase offers.

	TERM	PURCHASE PRICE	LAND LEASE RATE	ANNUAL	TOTAL VALUE
First Class Aerospace	30	\$ 242,000	\$ 0.16	\$ 4,035	\$ 363,050
Danforth	25	\$ 351,000	\$ 0.16	\$ 4,035	\$ 451,875

In this section, two purchase offers are received to buy and own the building for 30 and 25 years. The Danforth offer buys the building for 25 years at a higher price than the First Class Aerospace offer.

In short, both lease and purchase offers are at or above appraised value. (Lease – \$26,000 Annually; Purchase \$242,000). Because (1) there are number of arguments to consider which lease option is best (i.e., time value formulas); and (2) a long term lease does not relieve the Airport of major maintenance issues, a lease is not recommended.

The Danforth purchase of \$351,000 is recommended (appraised value \$242,000). This option brings the most amount of immediate cash to the City and relieves the City of all maintenance issues for the next 25 years.

LEESBURG INTERNATIONAL AIRPORT

Request for Offer 210204 – 8900 Airport Boulevard, Leesburg, Florida, 34788

Offers were received from the following parties by the May 4, 2020, 2:00 PM EST due date and time.

- First Class Aerospace, 8864 Airport Boulevard, Leesburg, FL 347488
- Skybolt Aerospace Fasteners, 9000 Airport Boulevard, Leesburg, FL 34788
- Danforth Equipment, LLC, 610 E. Main Street, Leesburg, FL 34748

The offers are summarized as follows. The detailed offers from each party follow this summary sheet.

Summary of Proposals

Offeror	Annual Lease Amount	Term (Base/Renewals)	Purchase	Total Revenue Term w/ Renewals*
First Class Aerospace	\$24,024	20/5/5 years		\$720,720
First Class Aerospace			\$242,000	\$242,000
Skybolt Aerospace Fasteners	\$26,000	20/5/5 years		\$780,000
Danforth Equipment, LLC	\$15,050**	20/5/5 years		\$451,500
Danforth Equipment, LLC	\$14,040***	25/5 years		\$421,200

*Does not include standard ground lease rate.

** \$301,000 paid upon acceptance of lease.

***\$351,000 paid upon acceptance of lease.

Respectfully,

Mike Thornton
Purchasing Manager

FIRST CLASS AEROSPACE



April 28, 2021

Re: RFO #210204

Proposal for Aircraft Hangar 8900 Airport Blvd. Leesburg, FL 34788

Due: May 4th, 1400hrs

SEALED OFFER AIRPORT HANGAR PROPERTY

Mike Thornton, Purchasing Manager

City of Leesburg

204 N. 5th Street

Leesburg, FL 34748

purch@leesburgflorida.gov

PROPOSAL

Our proposal includes:

1. Offer pricing sheet (s)
2. Sample Lease Agreement exceptions
3. Written proposal that includes the following information:
 - Name and address of respondent
 - Proposed land use, facility, and/or Aeronautical Activity sought.
 - Names and qualifications of personnel involved in conducting Aeronautical Activity.
 - Proposed date of commencement of Aeronautical Activity.
 - Method of Payment for Structure.



Offer Pricing Sheet

City of Leesburg, Florida REQUEST FOR OFFER 210204- Airport Hangar Lease
SECTION 4 WRITTEN OFFER

SOLICITATION NO: 210204 TITLE: RFO - AIRCRAFT HANGAR

Offeror Name: First Class Aerospace C/O Steve Purello, President

Physical Address: 8864 Airport Blvd

Phone No.: (866) 650-9816 ext. 707

E-mail Address: SteveP@FirstClassAerospace.com

OFFER PRICING

Land Lease \$0.16 per year X 25,221± square feet \$4,035.36 per year Structure Offer (Describe your offer on the structure)

OFFER PRICING		
Land lease	\$0.16 per year x 25,221 +/- square feet	\$4,035.36 per year Paid monthly
Structure offer: City of Leesburg's choice: Lease for 20/5/5 at \$2,002 monthly <i>or</i> Purchase for \$242,000	Lease	\$24,024 per year Paid monthly or \$242,000

Declaration I have read and understand the "Request for Offer" document and agree with the content. Any exceptions to the proposed Lease Agreement included herein as the 'Sample' are noted in the attached proposal. I recognize any and all exceptions to the Agreement may be rejected by the City and render my Offer Null and Void.

Signed: 

Date: April 28, 2021

Printed Name: Steve Purello, President

Details of our proposal

Who we are (Name and address of applicant):

Our company is First Class Aerospace, currently located in the Angel Flight Southeast building at 8864 Airport Blvd at the Leesburg International Airport, Leesburg, FL. The 8900 hangar is directly across the taxiway from our current hangar. The President of the company is Steve Purello who is also the Executive Director of Angel Flight Southeast. Our business can accommodate many more clients but is significantly hindered by space.

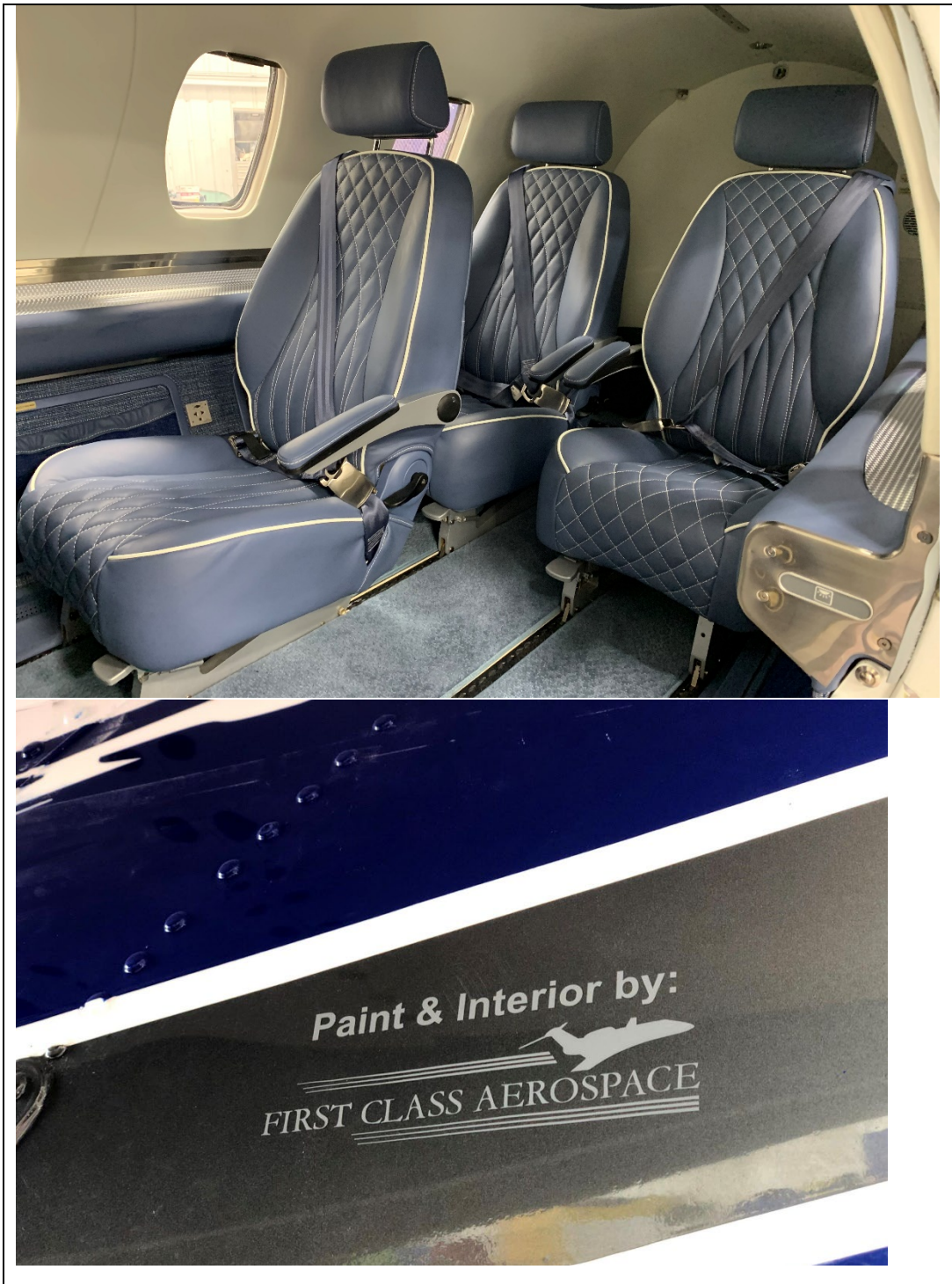
First Class Aerospace has been delighting pilots, owners, and operators of aircraft with luxury aircraft paint and interior upgrades. We have been transforming private piston and jet aircraft and modernizing them into luxurious, comfortable and beautiful machines.

2020 Gulfstream remodel including cabinetry, Corian countertops, custom-woven carpet, seats, side panels headliner, LED lighting and more. Completed at 8864 Airport Blvd and Sunair, providing over \$15,000 in revenue to Sunair renting their largest hangar, fuel, line services, etc.



Eclipse custom-designed paint and interior completed at 8864 Airport Blvd in 2020, providing thousands of dollars of revenue in fuel, space, rental cars at Leesburg Airport and Sunair.





Expanded Aeronautical Activity #1

Luxury Jet interior upgrades

Description

First Class Aerospace has a backlog of over 6 months, primarily due to the lack of working hangar space. In 2019, our company placed a bid for Hangar 30 at the airport in an effort to expand, but were not chosen. If we are awarded the lease at 8900, our technicians will have the space they need to meet pilot consumer demand. Frequently, our staff is forced to travel to remove the interiors, create the work on-site and re-install at the client's home airport. In the hangar at 8900 Airport Blvd, our interiors could be completed at Leesburg International Airport. These clients have and will continue to utilize all the other services at Leesburg including paint, engine work, inspections, avionics, fuel, instruction and more.

Personnel

First Class Aerospace anticipates a need to hire an additional 2-3 full-time team members for the expanded operation. These members would be hired within 3-12 months of receiving a certificate of occupancy for the property. Positions available would be for Aircraft Paint and Interior Technicians. The operation will be supervised by the existing President, Steve Purello.

Date of first operation

First Class Aerospace already has a significant pipeline of work for 2021 and even 2022. Interior client work would commence in the new hangar immediately upon receiving a certificate of occupancy.



Lear 60 interior completed in 2019 by First Class Aerospace



Expanded Aeronautical Activity #2

Premium Piston and Jet exterior refinishing services (paint)

Description

First Class Aerospace has been providing high quality exterior refinishing services since 2019 after making significant investments into the hangar at 8864 Airport Blvd. demand for our services are strong, but our technicians are significantly hindered by the lack of space at 8864. 8900 Airport Blvd. located directly across from our existing facility and would be an ideal space to rotate aircraft for paint and interior services, greatly increasing our efficiency and turn-around times to impatient aircraft owners and pilots.

Personnel

First Class Aerospace anticipates a need to hire an additional 2-3 full-time team members for the expanded operation. These members would be hired within 3-12 months of receiving a certificate of occupancy for the property. Positions available would be for Aircraft Paint and Interior Technicians. The operation will be supervised by the existing President, Steve Purello.

Date of first operation

Immediate. First Class Aerospace already has a significant pipeline of work for 2021 and even 2022. Interior and exterior client work would commence in the new hangar immediately upon receiving a certificate of occupancy.

Proposed term

First Class Aerospace requests an initial term of 20 years with (2) additional 5-year renewals.

Payment for structure

Lease, or outright purchase of structure. Purchase would close within 120 days of acceptance of offer by City commission and First Class Aerospace would make rent payments of \$2,002 monthly until date of close. City of Leesburg may choose to sell or lease the building to First Class Aerospace.

Requested lease exceptions

None. First Class Aerospace is familiar with the hangar and would commence operations immediately upon receiving a certificate of occupancy.



Summary

*First Class Aerospace's Aeronautical activities are **clearly the best use** and most beneficial for the City of Leesburg and the Leesburg International Airport*

Jobs & economic benefit to Leesburg, FL

By awarding the hangar at 8900 Airport Blvd hangar to First Class Aerospace, our company would be adding technical jobs to the airport in the City of Leesburg and bringing significant high net-worth clientele, corporations and charter operators to our airport as well. Over the past number of years **First Class Aerospace has already brought hundreds of thousands of dollars of business to other tenants at Leesburg** including Sunair, Central Florida Avionics, Av-Mech, JetSky, Wipaire, Flying Colors and others. It is advantageous for aircraft owners to receive work on avionics, annuals, engine work and fuel while waiting for the completion of their interior and paint. This trend will continue and expand if First Class Aerospace is to be unhindered by its current space problem at the airport.

Without the additional space, the airport has lost many opportunities for business to other airports in the area (such as Deland, Lakeland and Tampa Executive) that can house their aircraft while receiving completion services. Owners with this size aircraft prefer to have them hangered as opposed to left being outside. Our more than 6-month wait-time and time to complete aircraft has caused issues for operators who would like to get their aircraft flying more quickly.

Charitable benefit

First Class Aerospace is also one of the largest financial contributors to Angel Flight Southeast, which is the entire reason the paint shop was located at Leesburg and the interior business was established. Thanks to these two businesses, every day we provide free private and commercial air transportation to bring people to the doctors that can save their lives.

Property improvements

First Class Aerospace intends to invest in the building and the property:

- Refinish the outside of the building and add signage
- Refinish the inside of the building
- Add LED lighting, a new compressor and a booth for aircraft cabinetry for larger jets
- Upgrade the interior of the building, adding work areas for aircraft carpet, aircraft panels and cabinetry

Our team is extremely encouraged at the prospect of using the hangar at 8900 for its expansion of operations and we would be honored to continue to attract more aircraft to Leesburg International Airport.

Steve Purello
President
First Class Aerospace
(866) 650-9816 x707

City of Leesburg, Florida REQUEST FOR OFFER 210204 - Airport Hangar Lease	SECTION 3 WRITTEN OFFER Page 2 of 2
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SOLICITATION NO:	210204
TITLE:	RFO - AIRCRAFT HANGER

Offeror Name: First Class Aerospace

Physical Address: 8864 Airport Blvd. Leesburg, FL 34788

Phone No.: (866) 650-9816 x707

E-mail Address: SteveP@FirstClassAerospace.com

OFFER PRICING		
Land Lease	\$0.16 per year X 25,221± square feet	\$4,035.36 per year
Structure Offer (Describe your offer on the structure) First Class Aerospace would like to lease the building at 8900 Airport Blvd to expand its luxury aircraft upgrade services to the public at the airport for \$2,002 monthly.		\$24,024 per year Paid monthly

Declaration

I have read and understand the "Request for Offer" document and agree with the content. Any exceptions to the proposed Lease Agreement included herein as the 'Sample' are noted in the attached proposal. I recognize any and all exceptions to the Agreement may be rejected by the City and render my Offer Null and Void.

Signed: Steve Purello , President Date: 4/27/2021

Printed Name: Steve Purello

Attach your written proposal behind this page.

City of Leesburg, Florida REQUEST FOR OFFER 210204 - Airport Hangar Lease	SECTION 3 WRITTEN OFFER Page 2 of 2
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SOLICITATION NO:	210204
TITLE:	RFO - AIRCRAFT HANGER

Offeror Name: First Class Aerospace

Physical Address: 8864 Airport Blvd. Leesburg, FL 34788

Phone No.: (866) 650-9816 x707

E-mail Address: SteveP@FirstClassAerospace.com

OFFER PRICING		
Land Lease	\$0.16 per year X 25,221± square feet	\$4,035.36 per year
Structure Offer (Describe your offer on the structure) First Class Aerospace would like to purchase the building at 8900 Airport Blvd to expand its luxury aircraft upgrade services to the public at the airport for \$242,000.		\$242,000

Declaration

I have read and understand the "Request for Offer" document and agree with the content. Any exceptions to the proposed Lease Agreement included herein as the 'Sample' are noted in the attached proposal. I recognize any and all exceptions to the Agreement may be rejected by the City and render my Offer Null and Void.

Signed: Steve Purello, President Date: 4/27/2021

Printed Name: Steve Purello

Attach your written proposal behind this page.

SKYBOLT AEROSPACE FASTENERS



May 3, 2021

Mr. Mike Thornton

CITY OF LEESBURG

Procurement Division

204 N. 5th Street

Leesburg, Florida 34788

Reference Request for Offer No. 190274

Dear Mr. Thornton:

Skybolt submits our bid on the AvMec Hangar No. 190274. We wish to enter into a 20-year lease per the Market Rent Estimates provided in the October 3, 2019 DeRango appraisal. We accept the building as is. We do request that all air compressors and any shelving or cabinets be removed by current occupant.

- 1) 20-year lease with two (2) additional 5-year renewals if mutually agreed to.
- 2) Land Lease at \$0.16 per year with a 2% increase every 2-years of the lease, beginning at \$4,035 the first two years.
- 3) Improvements Rent \$26,000 per year
- 4) Sales Tax
- 5) NNN Basis

Skybolt is in need to expand our manufacturing operations for aerospace related fastening devices. We have currently used up all of our current facility without taking over our hangar space which we want to keep as is.

Our concern with placing any more equipment in our current facility is not a wise investment should we suffer a catastrophic event that, even with very high insurances to cover these unexpected events, nothing can cover the inability to conduct business for an extended period of time.

We have reached our maximum electrical capacity and that too is a reason for expanding into another building.

We plan to provide improvements as follows:

Year 1 – (1) Add 480 Volts to the hangar portion of the building. We ask the City to provide this power at a reasonable cost. (2) Skybolt will evaluate and air condition the production area in the hangar. (3) Evaluate all conditions and do upgrades as needed to provide a first-class operation from offices to production area.

Year 2 – (1) Add power junctions for production equipment per code. Add efficient turbo-air compressor and lines. (2) More upgrades as needed.

Our estimate for initial improvements is a minimum of \$63,000 within the first 24-months.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ned C. Bowers".

Ned C. Bowers, President
Skybolt Aeromotive Corp

SOLICITATION NO:	210204
TITLE:	RFO - AIRCRAFT HANGER

Offeror Name: Skybolt Aeromotive Corp

Physical Address: 9000 Airport Blvd Leesburg, FL 34788

Phone No.: 352-326-0001 (Ned Bowers Cell 352-874-1269)

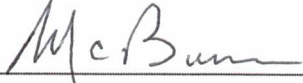
E-mail Address: nbowers@skybolt.com dbowers@skybolt.com

OFFER PRICING

Land Lease	\$0.16 per year X 25,221± square feet	\$4,035.36 per year
Structure Offer (Describe your offer on the structure) 1) 20 Year lease with two (2) additional 5-year renewals if mutually agreed to. 2) Land Lease at \$.16 per year. We will add 2% increase every 2-years beginning at \$4,035.36 for first two years. 3) Improvements Rent \$26,000 per year. 4) Sales tax on rent 5) NNN Basis		\$ 26,000 per year

Declaration

I have read and understand the "Request for Offer" document and agree with the content. Any exceptions to the proposed Lease Agreement included herein as the 'Sample' are noted in the attached proposal. I recognize any and all exceptions to the Agreement may be rejected by the City and render my Offer Null and Void.

Signed:  Date: May 3, 2021

Printed Name: Ned C. Bowers, President

Attach your written proposal behind this page.

DANFORTH EQUIPMENT, LLC

City of Leesburg, Florida REQUEST FOR OFFER 210204 - Airport Hangar Lease	SECTION 3 WRITTEN OFFER Page 2 of 2
---	---

SOLICITATION NO:	210204
TITLE:	RFO - AIRCRAFT HANGER

Offeror Name: Danforth Equipment, LLC

Physical Address: 610 E Main St, Leesburg, FL 34748

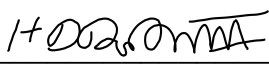
Phone No.: 352-314-3177

E-mail Address: dan.robuck@romacfl.com

OFFER PRICING		
Land Lease	\$0.16 per year X 25,221± square feet	\$4,035.36 per year payable annually, in advance
Structure Offer (Describe your offer on the structure) Option 1 - \$301,000 for 20 years with (2) five year renewals at prevailing market rate Option 2 - \$351,000 for 25 years with (1) five year renewal at prevailing market rate		\$

Declaration

I have read and understand the "Request for Offer" document and agree with the content. Any exceptions to the proposed Lease Agreement included herein as the 'Sample' are noted in the attached proposal. I recognize any and all exceptions to the Agreement may be rejected by the City and render my Offer Null and Void.

Signed:  Date: 5/4/2021

Printed Name: Horace D Robuck III

Attach your written proposal behind this page.

4.1. Name and address of Applicant

Danforth Equipment, LLC (will assign to new LLC if awarded)
610 E Main St
Leesburg, FL 34748

4.2. Proposed land use, facility, and/or Aeronautical Activity sought.

Storage of privately owned planes. The planes are used for both business and personal use of the owners.

4.3. Names and qualifications of personnel involved in conducting Aeronautical Activity.

Dan Robuck

- Owner of RoMac Building Supply
- Has kept a Baron 58 at the Leesburg Airport since 2006
- RoMac employs 231 people in Leesburg

Howard Hewitt

- Owner of Hewitt Environmental
- Has kept a Baron 58 at the Leesburg Airport since 2006
- Hewitt Environmental employs 21 people in Leesburg

Lester Coggins

- Pilot
- FAA Licenses- Airline Transport Pilot, Certified Flight Instructor, A&P/IA Mechanic
- Total flight time- 14,700 hours
- 37 years operating from the Leesburg Airport

Gerry Guenther

- Owner of G3 Development in Mt Dora
- Developed Orlando Health Emergency Room in Leesburg
- In process of buying a plane, likely a Cessna Caravan or Pilatus PC12

David Lucas, MD

- Orthopedic Surgeon, Clermont
- In process of buying a plane, likely a Cessna Caravan or Pilatus PC12

Jason Almeter - Pilot

- Pilot
- FAA Licenses- Airline Transport Pilot, Certified Flight Instructor, Ground Instructor
- Total flight time - 8,000 hours

4.4. Proposed date of commencement of Aeronautical Activity.

7/1/2021

4.5. Proposed term.

Option 1 - 20 years with (2) five year renewals

Option 2 - 25 years with (1) five year renewal

4.6. Proposed Structure Rent

Option 1 - \$301,000 payment upon acceptance of lease

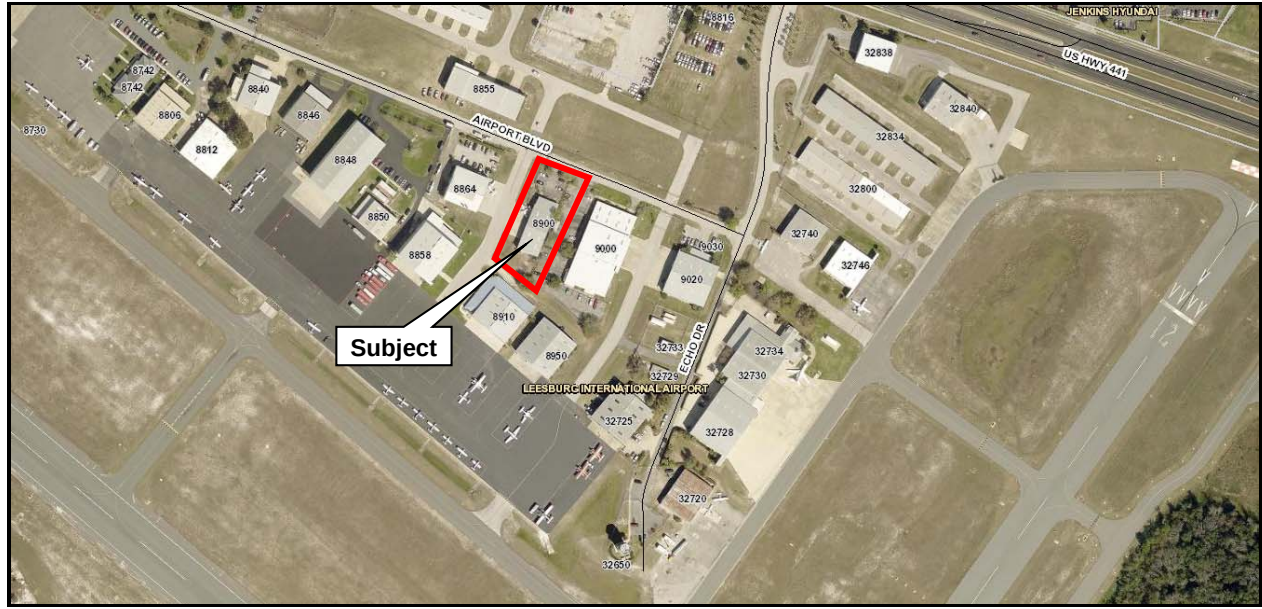
Option 2 - \$351,000 payment upon acceptance of lease

4.7. Method of Payment for Structure Rent.

- \$25,000 deposit within two business days of recommendation by staff for approval
- Bank wire of balance within two business days of acceptance of lease

MARKET RENT & MARKET VALUE APPRAISAL FOR:

**THE AV-MECH HANGAR LEASEHOLD
LEESBURG INTERNATIONAL AIRPORT (LEE)
8900 AIRPORT BOULEVARD
LEESBURG, LAKE COUNTY, FLORIDA**



Boundaries are approximate

PREPARED FOR:

**MS. TRACEY DEAN
AIRPORT MANAGER
LEESBURG INTERNATIONAL AIRPORT
8807 AIRPORT BOULEVARD
LEESBURG, FLORIDA 34788**

PREPARED BY:

**DeRANGO, BEST & ASSOCIATES
REAL ESTATE APPRAISERS, ADVISORS & CONSULTANTS
1601 EAST AMELIA STREET
ORLANDO, FLORIDA 32803
(407) 895-6650**

**DANIEL R. DeRANGO, MAI, CCIM
CERT GEN RZ 1054**

DERANGO, BEST & ASSOCIATES

PROFESSIONAL REAL ESTATE APPRAISERS, ADVISORS & CONSULTANTS
1601 EAST AMELIA STREET, ORLANDO, FLORIDA 32803

October 3, 2019

Ms. Tracey Dean
Airport Manager
Leesburg International Airport
8807 Airport Boulevard
Leesburg, Florida 34788

Re: Fair Market Rent and Market Value appraisal of the Av-Mech Hangar leasehold located at 8900 Airport Boulevard at Leesburg International Airport (LEE), Leesburg, Lake County, Florida.

Dear Ms. Dean:

In accordance with your request, we have personally inspected and appraised the above referenced leasehold premises. The purpose of our appraisal was to estimate the current fair market rent for the premises and to the estimate current fair market value of the fee simple interest in the existing leasehold improvements. We have presented our findings in the attached appraisal report.

The intended use of our appraisal is to assist in establishing an updated lease rate for the premises (land and improvements) under the terms of the existing premises lease. The intended users of our report are the parties to a prospective lease. There are no other intended uses or users of our appraisal.

Our appraisal report has been prepared in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP) and Appraisal Institute regulations as well as those of the FAA.

Market Rent Estimates

As a result of our investigation and analysis, it is our opinion that the fair market rent* for the Av-Mech Hangar leasehold at Leesburg International Airport (LEE), as of September 10, 2019, is as follows:

Land Rent:	\$ 4,035
Improvements Rent:	<u>\$26,000</u>
Total Fair Market Rent:	\$30,035

*Triple Net lease basis, Lessee is responsible for property expenses.

Market Value Estimate – Leasehold Improvements

As a result of our investigation and analysis, it is our opinion that the fair market value of the fee simple interest in the existing hangar improvements “as is” under market conditions prevailing on September 10, 2019, is:

\$240,000

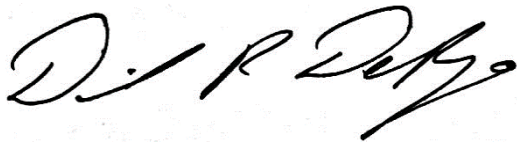
We refer you to the Special and General Assumptions and Limiting Conditions that are made part of this report. We also refer you to our Certification statements.

In order to adhere to the Competency Provision, we confirm that we have personal experience and knowledge in appraising aviation properties in the State of Florida and locations around the United States. A list of those assignments can be provided upon request.

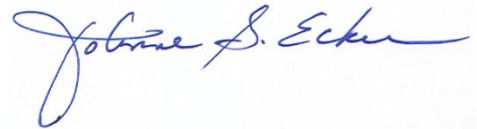
Thank you for this opportunity to be of service.

Respectfully submitted,

DeRANGO, BEST & ASSOCIATES



Daniel R. DeRango, MAI, CCIM
Cert Gen RZ 1054



JoAnne S. Ecker, Associate
Cert Gen RZ 3084

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INTERESTS APPRAISED: Market value for the fee simple interest in the hangar improvements and fair market rent for the leasehold premises.

HIGHEST & BEST USE: Aviation-related uses. The existing hangar and ancillary improvements are consistent with the highest and best use of the property.

**EFFECTIVE DATE
OF APPRAISAL:** September 10, 2019

**FAIR MARKET
RENT ESTIMATES:**

Land Rent:	\$ 4,035
Hangar Rent:	<u>\$26,000</u>
Total Fair Market Rent:	\$30,035, NNN Lease*

*Tenant pays all property expenses.

**FAIR MARKET
VALUE ESTIMATE**

LEASEHOLD IMPROVEMENTS:	\$240,000
--------------------------------	------------------

EXTRAORDINARY APPRAISAL ASSUMPTIONS

ASSUMPTION NO. 1

We have assumed that property data provided by the lessor and/or lessee, their representatives and other sources are materially accurate. Sources of this information include airport lease terms, land and building sizes, and other data gathered in interviews with the airport's and tenant's representatives. Should the information later be found to be materially inaccurate, our value estimate could be subject to review and possible revision.

ASSUMPTION NO. 2

We have not reviewed an environmental report and we assume there are no known areas of site contamination within the property appraised that will require material remediation. Should this information later be found to be materially inaccurate, our value estimate would be subject to review and possible revision.

ASSUMPTION NO. 3

We have not reviewed a building assessment or inspection report for the building and other improvements within the leasehold. Our appraisal assumes that the building is in serviceable condition and that no unapparent defects exist.

PROPERTY PHOTOGRAPHS



AERIAL VIEW OF HANGAR



FRONT VIEW OF HANGAR



**VIEW FROM AIRPORT BOULEVARD
(NORTH ELEVATION & VEHICLE PARKING LOT)**



HANGAR BAY



HANGAR BAY INTERIOR



OFFICE AREA



OFFICE AREA



KITCHEN AREA



**TYPICAL RESTROOM
(1 IN OFFICE AREA; 1 IN HANGAR BAY)**



VIEW SOUTH ALONG TAXIWAY TO APRON (SUBJECT TO LEFT)

SCOPE OF THE APPRAISAL



DERANGO, BEST & ASSOCIATES has been requested by the **City of Leesburg/Leesburg International Airport** to prepare an estimate of the current fair market rent for the Av-Mech leasehold premises at 8900 Airport Boulevard at the Leesburg International Airport in Leesburg, Lake County, Florida. We have allocated rent estimates for the land and improvements. We have also been asked to provide an estimate of fair market value for the hangar. The scope of services included an inspection of the property and airport, a review of the current lease terms, a review of the physical specifications of the lands and building within the leased premises and research and analysis of lease rates at LEE and other analogous airports for comparison purposes.

The intended use of our appraisal is to assist in establishing the new lease rate and allocate market rent of the leasehold premises. The intended users of our report are the Airport and/or parties to a prospective lease. There are no other intended uses or intended users of our appraisal.

In preparing our appraisal we have researched and analyzed the property and leasehold specifications, area, neighborhood and airport factors and the operating characteristics of the airport where the leasehold is located. We have researched comparable rental rates.

DEFINITIONS

Market Value¹

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specific date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and Seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. Dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Market Rent²

The most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of the specified lease agreement, including the rental adjustment and revaluation, permitted uses, use restrictions, and expense obligations, term, concessions, renewal and purchase options, and tenant improvements (TIs).

Leasehold Interest³

The right held by the lessee to use or occupy real estate for a stated term and under the conditions specified in the lease.

Special-Purpose Property⁴

A property with a unique physical design, special construction materials, or a layout that particularly adapts its utility to the use for which it was built; also called special-design property.

¹ Financial Institution Reform, Recovery and Enforcement Act of 1989 (FIRREA), Effective August 24, 1990

² The Appraisal Institute, The Dictionary of Real Estate Appraisal, Sixth Edition, p. 140

³ The Appraisal Institute, The Dictionary of Real Estate Appraisal, Sixth Edition, p. 128

⁴ The Appraisal Institute, The Dictionary of Real Estate Appraisal, Sixth Edition, p. 217
19-249

LEGAL DESCRIPTION

Lengthy. Please see addenda.

OWNERSHIP & SALES HISTORY

The appraised site is owned by the City of Leesburg and is leased to Av-Mech LLC. Av-Mech's lease is based on a 20-year ground lease agreement that began in June of 2001 and expires in 2021. There are no renewal options specified in the lease.

The lease was originally between the City and Triangle Aviation. Av-Mech sub-leased a portion of the hangar from Triangle from 2011 to 2015. In 2015, Triangle declared bankruptcy and Av-Mech acquired the hangar at auction from BB&T. The asset purchase price was \$75,000. Six years remained on the lease at the time of purchase by Av-Mech.

In 2015, the City amended the lease to allow mechanics shop use in the hangar.

The appraised property (or leasehold) is not currently being offered for sale or sub-lease at the date of appraisal and is not under contract for purchase.

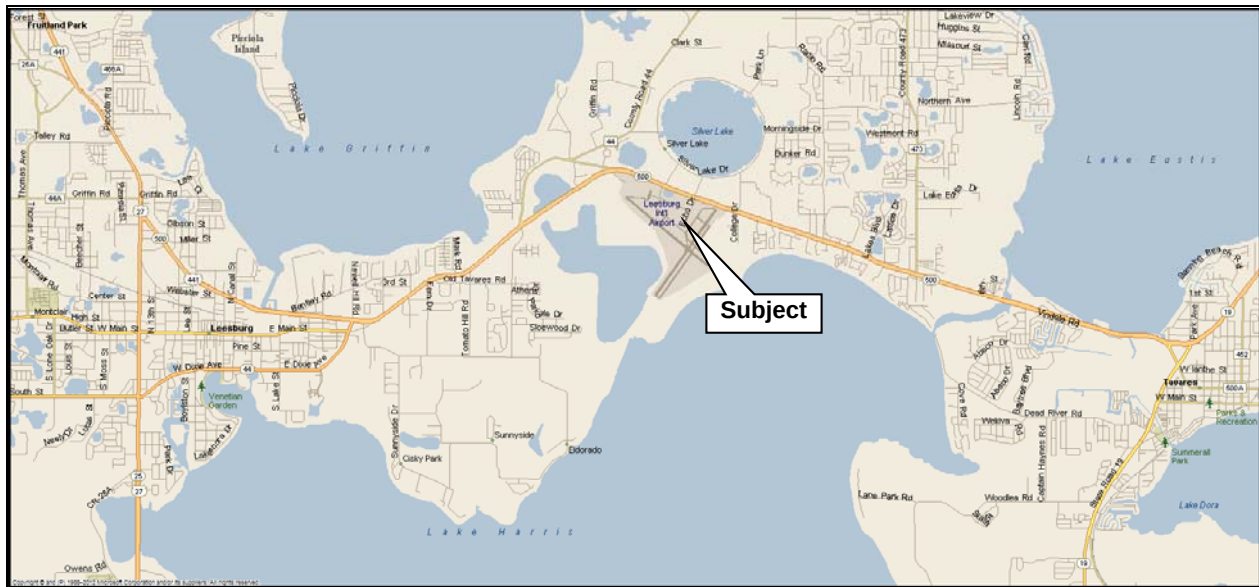
MARKETING & EXPOSURE TIME

Our concluded Market Rent estimate considers the special use type of the real estate, the market conditions, and the specific posture of subject. The property is a functional, single-bay hangar located at an established general aviation airport in Central Florida. Demand for general aviation activities is consistent and continued growth is expected over time. Therefore, it would appear that the facility is marketable to other operators or users either as a freestanding location or as part of a larger acquisition strategy.

Based on the above, and the value concluded, we estimate the marketing period for subject property to be within a 12-month period. This time frame recognizes that the conclusion of the market value will remain at the same level throughout the marketing period. Furthermore, this estimate is premised on active promotion of the property during this period.

We also estimate the exposure time of the property appraised to be within a 12-month period.

NEIGHBORHOOD DESCRIPTION



OVERVIEW

The neighborhood is the U.S. Highway 441 corridor between Leesburg and Tavares in north Lake County, Florida. The neighborhood is centrally located, with the Ocala area approximately one hour to the north. Orlando is 40 miles to the southeast or approximately one hour by car.

Leesburg's population is estimated at 23,000± persons, reflecting an increase of about +25% since 2000. The city is the second largest in Lake County. The daytime population increases to roughly 50,000, reflecting the city's status as an employment hub for the region.

The primary commercial development in the area is Advent Health Waterman (formerly Florida Hospital Waterman), located on the north side of U.S. Highway 441, west of Mount Homer Road and east of Lake Juniata. The hospital is a major employer in the area, as is Leesburg Regional Medical Center.

ACCESS

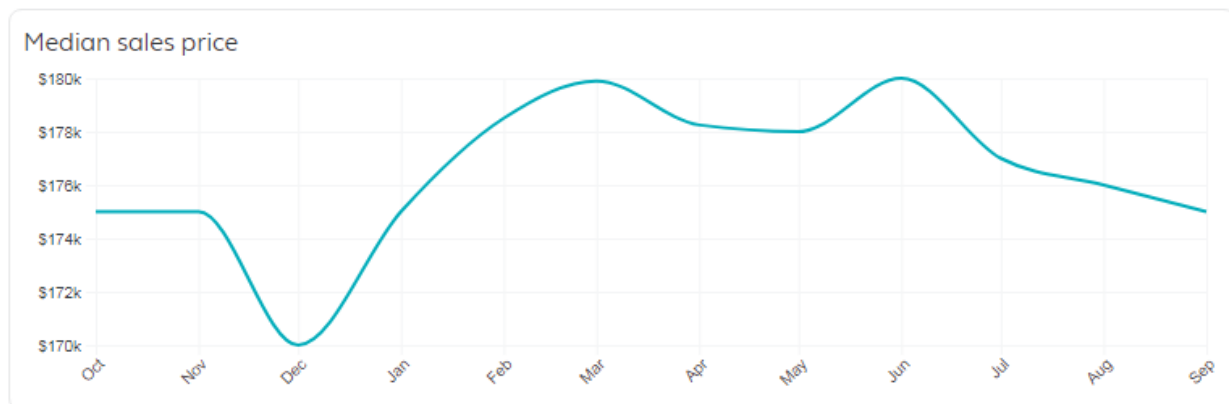
The neighborhood is centered on U.S. Highway 441, which connects U.S. Highway 27 on the west side of downtown Leesburg with the Orlando Metro area to the southeast, and is the primary east-west commercial corridor through this section of Lake County. State Road 19 connects U.S. Highway 441 near downtown Tavares with south Lake County, and connects U.S. Highway 441 near downtown Eustis with north Lake County and the Ocala National Forest. Interstate 4 is located within a 20-minute drive to the east, while Interstate 75 is located within 45 minutes to the west.

The most significant factor affecting the area's new developments is the transportation system, most important of which is the nearly completed beltway around Orlando. The Eastern beltway was constructed several years ago and links Sanford with the east Orlando area, the International Airport, Walt Disney World, and Interstate 4 to the south. The western portion of the beltway, between U.S. Highway 441 in Apopka to State Road 50 in the Ocoee/Winter Garden area, was completed a few years ago. Construction of the final link between State Road 46 and Interstate 4, known as the Wekiva Parkway is expected to be completed in 2021.

REAL ESTATE MARKET

The industrial market in Lake County continues to expand and demand for industrial space is high. Florida's Turnpike (SR 441), US Highway 27, US Highway 50, and Interstate 4 all provide easy access to Central Florida's large population base and the rest of the state. Ease of access makes Lake County a coveted location for commerce distribution centers and other industrial users.

The residential real estate market has been relatively steady over the past year, with the median single-family home price ranging between \$170,000 and \$180,000. The current (September 2019) median price is \$175,000.



CONCLUSION

The overall neighborhood is considered to be stabilized and still in the growth stage of its life cycle, with no foreseeable decline. The airport and surrounding area have good local and regional access to major expressway systems. Prognosis for continued economic growth is good.

LEESBURG INTERNATIONAL AIRPORT (LEE) OVERVIEW



OVERVIEW

Like many Florida airports, the development of Leesburg International (LEE) occurred as a result of its role in World War II. The airport was constructed for the U.S. Army in the early days of the war and was used as a training airfield. Operations began in early 1943. After the war, the government deeded the facility and lands to the City of Leesburg.

Formerly known as Leesburg Regional Airport, the airport today covers 818 acres of land approximately three miles northeast of Leesburg's central business district. The airport is owned and operated by the City of Leesburg.

The airport is equipped with two runways, an air traffic control tower (manned daily from 7:00 a.m. to 7:00 p.m.) and an Airport Rescue Fire Fighting Station. As an U.S. Customs-designated "user fee" airport, LEE can serve as a first port of entry for aircraft returning to the U.S. from a foreign country. General aviation traffic is served by one full-service FBO, SunAir Aviation.

The airport has been established as a foreign trade zone (FTZ 292).

RUNWAY INFORMATION

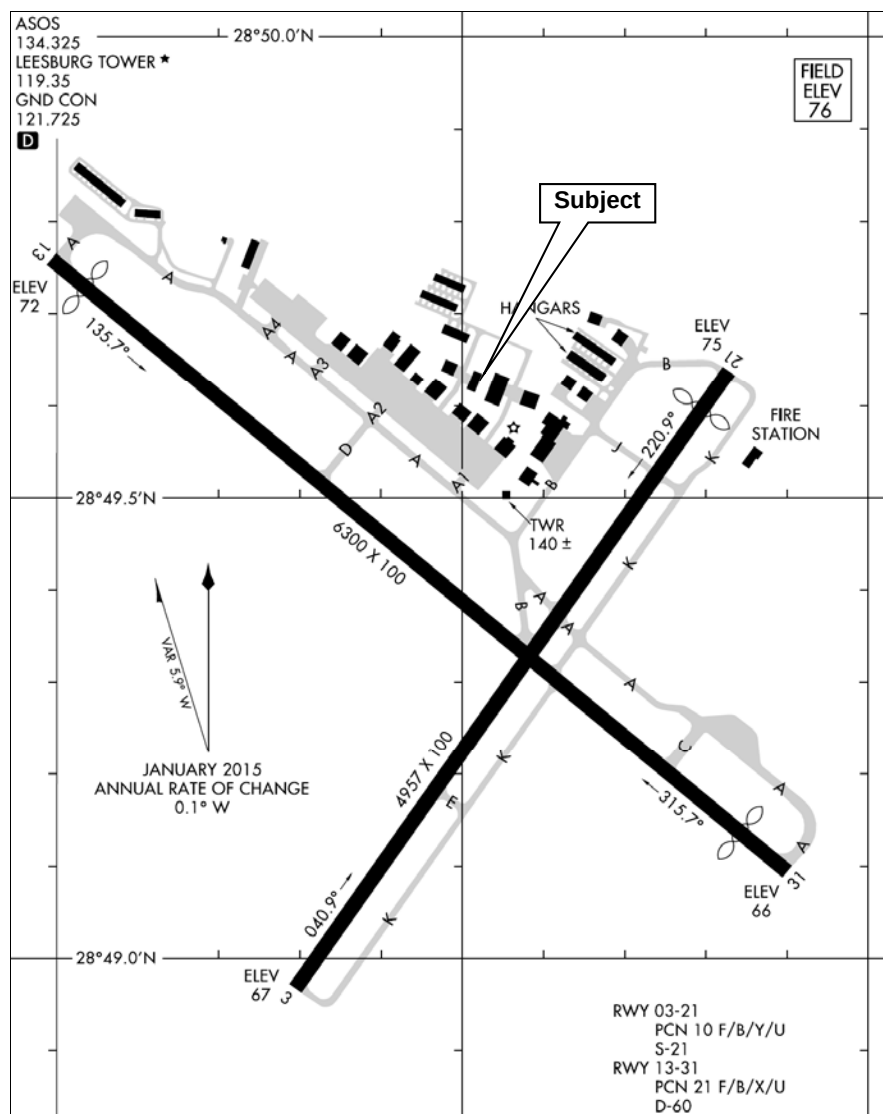
Runway 13/31

Dimensions: 6,300 ft. x 100 ft.
Surface: Asphalt, in good condition
Weight limitations: Double wheel: 60,000 lbs.
Runway edge lights: Medium intensity

Runway 3/21

Dimensions: 4,957 ft. x 100 ft.
Surface: Asphalt, in good condition
Weight limitations: Single wheel: 21,000 lbs.
Runway edge lights: Medium intensity

AIRPORT DIAGRAM



AIRPORT OPERATIONS

Annual operations at LEE for the last several years is shown below:

Calendar Year	Facility	Itinerant					Local			Total Operations
		Air Carrier	Air Taxi	General Aviation	Military	Total	Civil	Military	Total	
2010	LEE	0	827	28,955	100	29,882	23,062	20	23,082	52,964
2011	LEE	4	696	28,685	131	29,516	24,557	46	24,603	54,119
2012	LEE	0	398	27,543	174	28,115	24,818	88	24,906	53,021
2013	LEE	27	622	26,836	97	27,582	26,900	26	26,926	54,508
2014	LEE	0	589	27,628	77	28,294	25,024	18	25,042	53,336
2015	LEE	64	865	31,161	110	32,200	33,141	16	33,157	65,357
2016	LEE	161	717	31,223	72	32,173	28,719	156	28,875	61,048
2017	LEE	0	1,034	30,828	96	31,958	27,150	38	27,188	59,146
2018	LEE	0	1,314	30,089	133	31,536	28,187	18	28,205	59,741

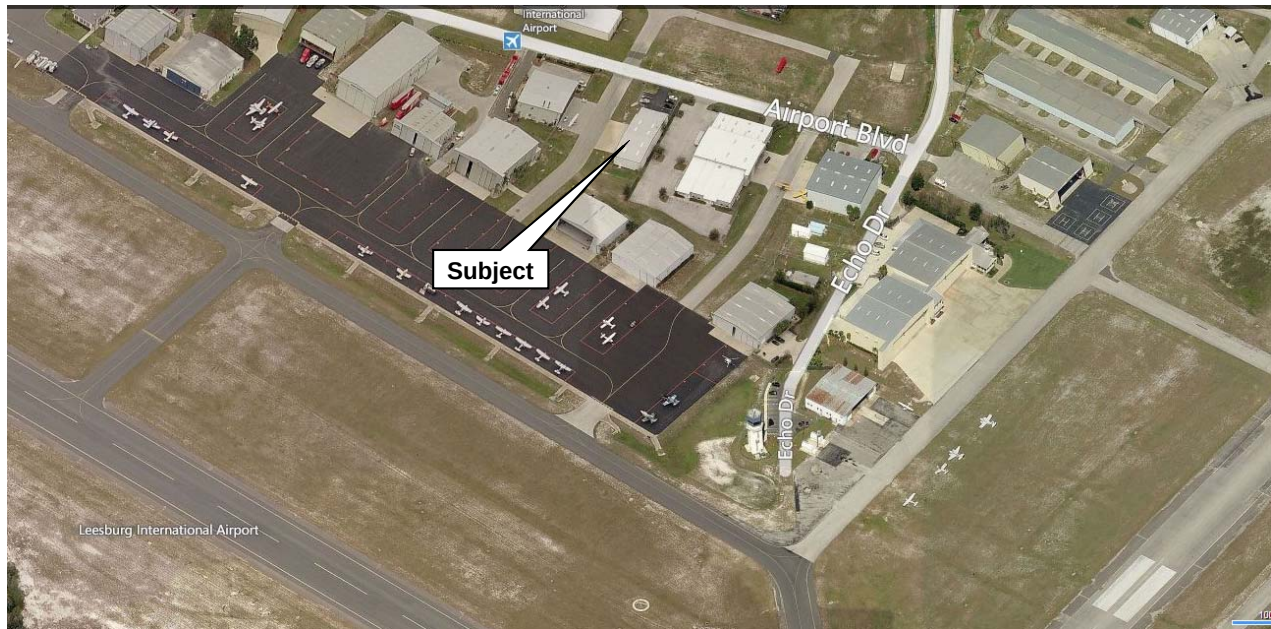
AREA AIRPORTS

NEARBY AIRPORTS	LOCATION	DISTANCE
UMATILLA MUNICIPAL AIRPORT	UMATILLA, FL	10 NM NE
ORLANDO APOPKA AIRPORT	APOPKA, FL	14 NM SE
INVERNESS AIRPORT	INVERNESS, FL	27 NM W
ORLANDO EXECUTIVE AIRPORT	ORLANDO, FL	30 NM SE
OCALA INTERNATIONAL AIRPORT	OCALA, FL	30 NM NW

COMMENTS

Leesburg International is a smaller general aviation airfield. Operations have generally held steady or increased year over year. Demand for hangar space at LEE has historically been high relative to the available supply.

PROPERTY OVERVIEW



SITE DESCRIPTION

Location

The airport is located along the south side of U.S. Highway 441 in Leesburg, Lake County, Florida. The Av-Mech leasehold is located in the southeast quadrant of the airport, along the south side of Airport Boulevard. The street address of the property is 8900 Airport Boulevard, Leesburg, Florida 34788.

Size / Configuration

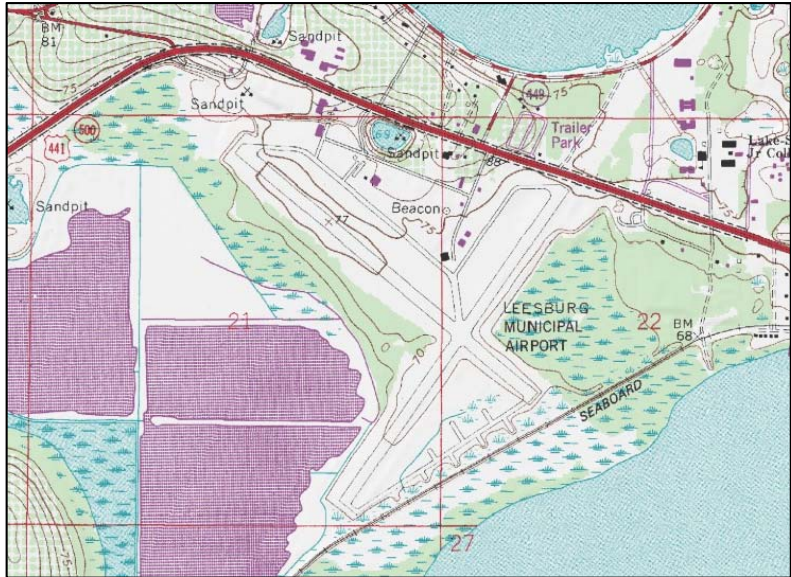
The appraised leasehold is slightly irregular in shape and contains 0.579± acres (25,221± square feet per Exhibit A of the lease documents). A site plan is included on the following page.

Site Plan



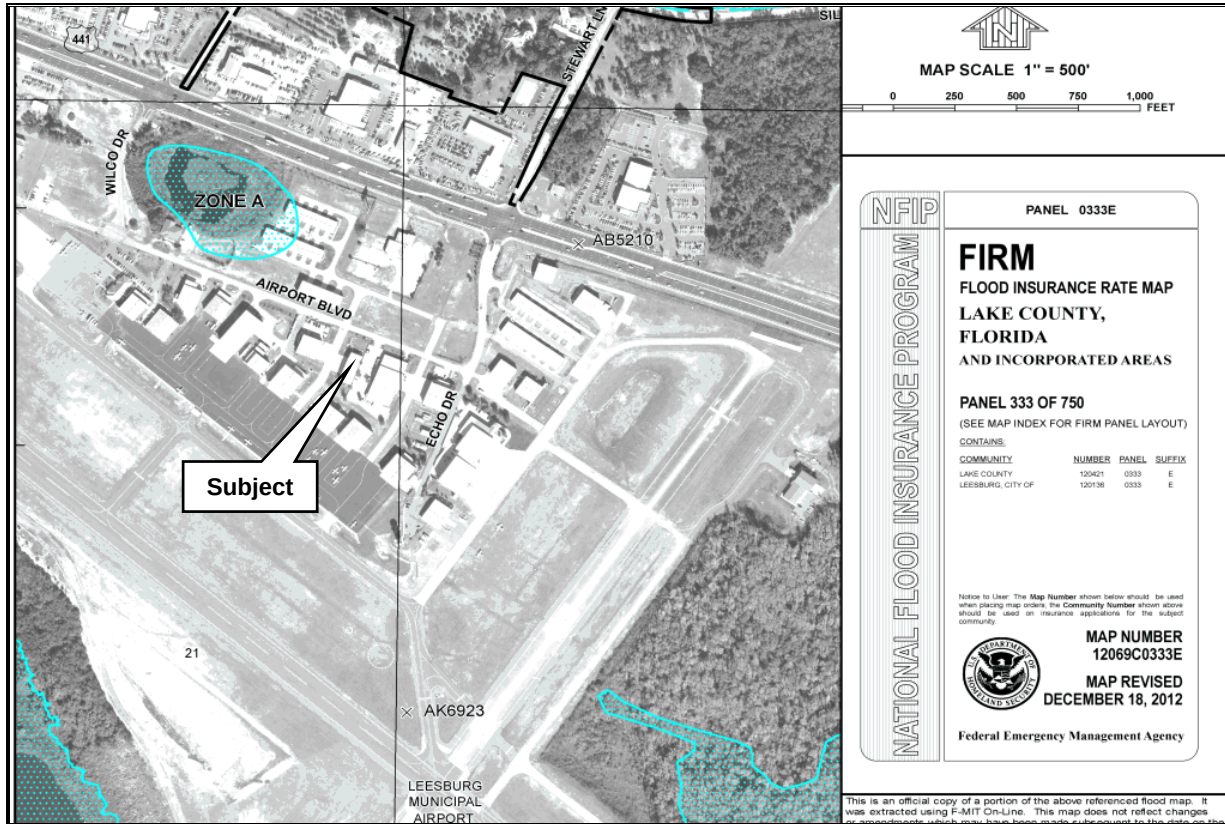
Topography

The property is generally level, at grade with the surrounding roadway and airside taxiways and appears to drain well. There are drainage swales along the west side of the property. A master drainage system is also in place for the entire airport property.



Flood Hazard

Based on the Flood Insurance Rate Maps of the National Flood Insurance Program, Map 12069C0333E, dated December 18, 2012, the property is located in Zone X, which is an area of minimal flooding and outside of the 100-year flood zone.



Access & Exposure

The parcel has adequate airside access and exposure to the taxiways and runways of the airport.

Groundside access to the property is good via Echo Drive to Airport Boulevard from U.S. Highway 441 on the airport's north side. Access to the hangar is within a secured and fenced area of the airport.

Overall, both airside and groundside access and exposure are adequate to good.

ZONING

The property has a zoning designation of Public (P) by the City of Leesburg, which allows for commercial aviation uses along the airside. The improvements are consistent with the zoning and land use of the parcel.

UTILITIES & SERVICES

All public utilities, including water and sewer services, are available and in use at the property.

REAL ESTATE ASSESSMENTS & TAXES

The property is municipally-owned by the City of Leesburg and is exempt from property taxes.

EASEMENTS & ENCROACHMENTS

Typical utility and access easements are assumed to exist. No adverse easements or encroachments were noted.

IMPROVEMENTS DESCRIPTION

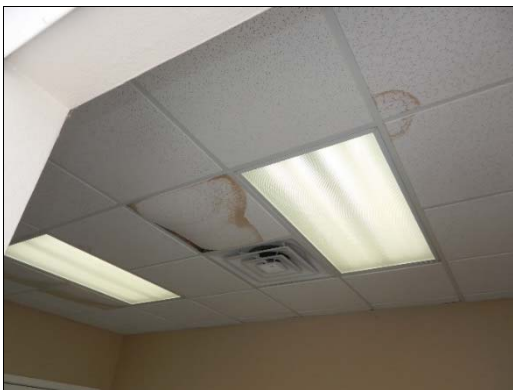


The property is improved with a 6,500± SF single-bay, pre-fabricated metal storage hangar that was built around 2001. The dimensions are approximately 50' x 130' overall. The building includes approximately 1,100± SF of office space on the north end of the building and the balance is in the hangar bay.

The hangar bay features manual rolling doors that have a height estimated at 16' and a width of 80' or so. The peak ceiling height is 18±'. The floor is polished, reinforced concrete, in average to good condition. Lighting is provided by suspended mercury spot fixtures, augmented by skylights. The skylights appear worn and in need of cleaning or replacement. The interior walls and ceiling in the hangar bay are insulated and in good condition, although there is evidence of previous water damage (now mostly corrected per tenant). Multiple pedestrian doors exit to the outside and into the office space. The hangar is equipped with a restroom.



The office space is basic and of average quality and in good condition. The space is divided into an open area in the center, flanked by two private offices on the west side of the building, and a kitchen and restroom on along the east wall. Flooring in the office wing is a mix of wood laminate and tile. Walls are painted drywall. The ceiling is dropped acoustic tiles in a grid system, fitted with recessed fluorescent fixtures. There is evidence of water intrusion on some of the ceiling tiles. The operator reports that several roof leaks were recently patched and all screws were replaced on the metal roof. Pedestrian doors provide access to the hangar bay as well as the parking lot.



The tenant also reports that there is a small foundation crack that reportedly resulted from tree roots (the tree was recently removed). The determination of the extent of the damage, if any, associated with this is beyond our expertise or the scope of this assignment.



SITE IMPROVEMENTS

Ancillary improvements include minimal landscaping of good quality. There is a small concrete apron in front of the hangar door leading to an airport taxiway. Other site improvements include a fenced, asphalt-paved parking lot for seven± vehicles (with one designated handicapped space), concrete curbing, a flagpole, and exterior lighting.



HIGHEST & BEST USE

In estimating the highest and best use of the property, we have considered those uses that are legally permissible, physically possible, economically feasible, and which would result in the highest return to the land. Consideration has been given to the features of the land such as zoning/permitted uses, size, shape, location, access, availability of utilities, surrounding land uses, and the demand for property in the current real estate market.

Our estimate of the highest and best use for the property takes into account the legal, physical and economic factors which affect the site. In the appraisal practice, the Highest and Best Use Analysis is the foundation upon which the valuation of a property is based.

As noted, the property is located airside and is obviously oriented for aviation uses. The existing lease and airport land use regulations require aviation-related uses of the site. The hangar is adequate in size and physically in line with market expectations for an airport the size of Leesburg International Airport.

Overall, it is our estimate that the highest and best use of the property as improved is consistent with the highest and best use of the site.

MARKET RENT ANALYSIS

One purpose of our appraisal is to determine the current market rent for the described leasehold. Market rent is best determined through comparison with other rental rates achieved at similar leaseholds. The first step of our analysis is to review the current premises lease terms and conditions. The premises lease and subsequent amendments are summarized as follows:

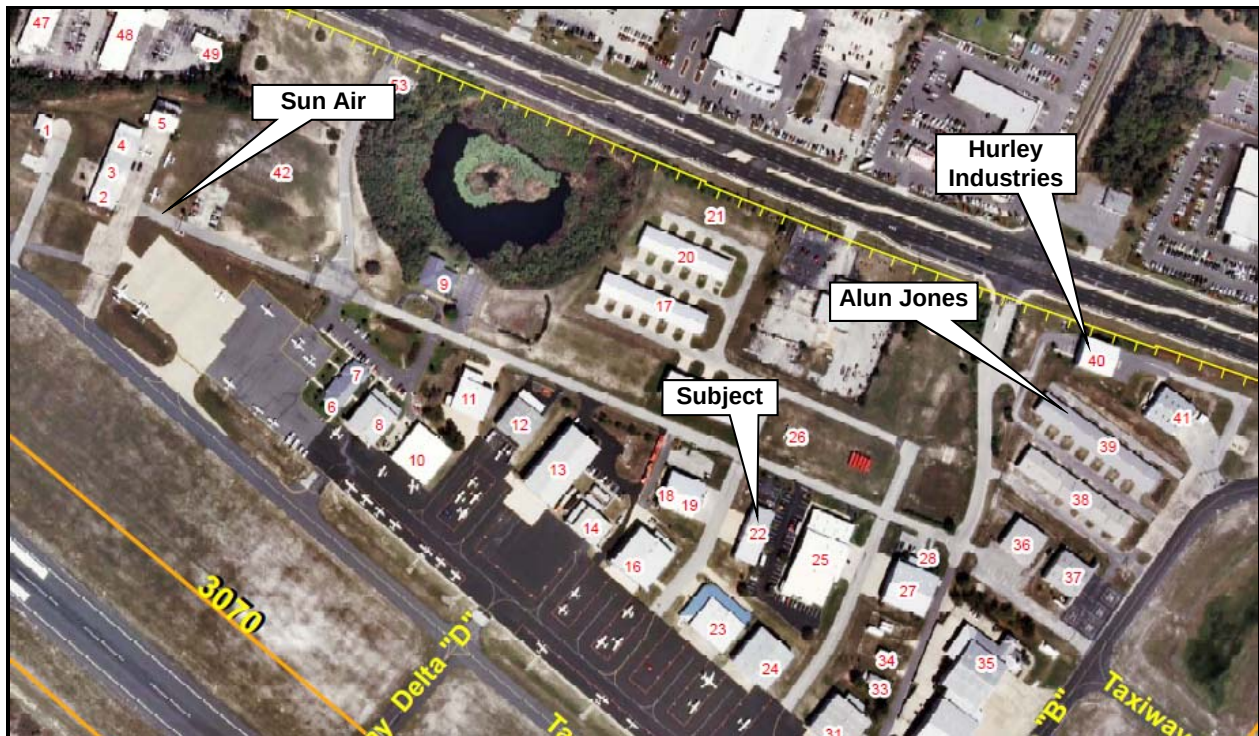
CURRENT LEASE TERMS

COMMENCEMENT DATE OF LEASE:	July 1, 2001
LESSOR:	City of Leesburg, Florida
LESSEE:	Av-Mech LLC (successor to original lessee, Triangle Aviation Service, Inc.)
PREMISES LEASED:	Land only, 0.579± acre (25,221± SF) (per 1 st Amendment to Lease dated February 25, 2002)
ORIGINAL TERM:	20 years
RENEWAL OPTIONS:	None stated
EXPIRATION DATE:	June 31, 2021
USE:	Aviation storage hangar. Aircraft repair and maintenance is an allowable use per the 2015 Amendment to Lease/Resolution No. 9656.
CURRENT LAND RENT:	\$0.159/SF (\$4,010/year)
PROPERTY EXPENSES:	Net lease. All property expenses are paid by the Lessee.

COMPARABLE LAND LEASE RATES - LEESBURG

To determine our estimate of current market rent for the underlying land, we first reviewed lease rates at LEE for other leaseholds. The Sun Air lease on the chart below is the most recent agreement at the airport and was signed in early 2015 at \$0.15/SF. The current lease rates are summarized as follows:

LEE Land Lease Terms			
Lessee	Sun Air	Alun Jones	Hurley Industries
Location on Airfield	Wilco Drive, west side of LEE	Echo Drive, east side of LEE	Echo Drive, east side of LEE
Use	FBO Hangar	T-Hangars	Corporate Hangar
Land Area (SF±)	41,382	57,667	24,307
Land Area (Acre±)	0.95	1.32	0.56
Lease Rate / Annual	\$6,497	\$6,805	\$3,330
Lease Rate / SF	\$0.16	\$0.12	\$0.14



COMPARABLE LAND LEASE RATES – OTHER AIRPORTS

In addition to the rental rates for the ground leases at LEE, we have also reviewed the rates at other Central Florida airports. All of the leaseholds cited below are improved, airside parcels.

COMPARABLE GROUND LEASE RENTS				
MAP #	AIRPORT / LOCATION	AIRPORT TYPE	LEASEHOLD SIZE / ACRES	GROUND RENT / SF
1	Kissimmee Gateway Kissimmee, FL	GA	6.59	\$0.13
2	Space Coast Regional Titusville, FL	GA	1.08	\$0.18
3	Lakeland-Linder Regional Lakeland, FL	GA	23.32	\$0.22
4	Ocala International Ocala, FL	GA	22.99	\$0.17
5	Vero Beach Regional Vero Beach, FL	GA	8.30	\$0.11
AVERAGE GROUND RENT:				\$0.16



OBSERVATIONS AND CONCLUSIONS

Based on our analysis of the leasehold, the reviewed LEE comparables, and other market data, we have made the following observations with respect to the proposed rent estimates for the Freeman leasehold at LEE:

- The current asking rate for available airside land at LEE is \$0.16/SF.
- The most recent lease signed at LEE is for a 0.95-acre parcel at a rate of \$0.15/SF, now \$0.16/SF. Sun Aviation, the existing FBO at LEE, leased the site to construct a hangar on the parcel.
- The comparable lease rates cited at similar Central Florida airports bracket the lease rates found at LEE.

Market Land Rent

Based on the review of the comparable lease data and the terms within the reviewed lease, it is our opinion that the current fair market rent for the land within the Av-Mech Leasehold at the date of appraisal is **\$0.16/SF**, which is consistent with the current land lease rate.

The fair market land rent is estimated as follows:

$$25,221\text{SF} @ \$0.16/\text{SF} = \$4,035/\text{Year}$$

Rental Rate As Improved

To arrive at a fair market rent for the storage hangar, we have first determined our market value estimate for the leasehold improvements. We have prepared a Cost Approach and a Rental Income Approach to determine the value of the improvements. The rent for the improvements is a function of their estimated value. The Cost and Income Approaches follow.

COST APPROACH

The first step of the Cost Approach is to estimate the replacement cost new of the leasehold improvements. Next an estimate for accrued depreciation for the improvements is estimated and deducted. The resulting indication represents the value of the improvements.

IMPROVEMENTS COST ESTIMATE

Data used to arrive at an independent development cost new for the subject improvements was obtained from published cost estimates compiled by Marshall Valuation Service (MVS), a nationally recognized cost service.

Using MVS to estimate direct costs, we have reviewed the construction type and quality of construction class for the improvements and have used the published costs as a guide in estimating direct costs. The published costs have also been adjusted for local and current cost multipliers to provide a base estimate of improvement costs. Included in this cost estimate are typical site preparation costs, utility connections, and some soft costs such as architectural/engineering fees and contractor's overhead. However, these costs do not include items such as site improvements, municipal fees, financing, and on and off-site costs associated with the development. A summary of our MVS analysis is presented below:

Marshall Valuation Service (MVS) Replacement Cost Estimates								
Building Component	Class/Quality/Code	Base Costs	Sprinklers	Total	Height Factor	Local Factor	Current Factor	Total
Storage Hangar Steel Construction (18' Height)	Class S- Average to Good Storage Hangar Sec 14, Pg 29 Feb-18	\$50.00	N/A	\$50.00	1.086	0.950	1.070	\$55.20

Indirect Costs

The indirect costs for the improvements include construction financing, professional fees, governmental fees, administration costs, and real estate expenses during construction period, etc. Indirect Costs not included in the MVS estimates have been added at 10% of direct costs.

Site Improvements

Other site improvements include infrastructure, drainage connections, an asphalt-paved parking lot for seven vehicles, exterior lighting, fencing, and concrete curbing, etc. We have allocated \$40,000 for site improvements for the parcel.

DEPRECIATION

After determining the cost new for the improvements, the next step is to adjust these costs to reflect accrued depreciation at the property for physical wear and tear, functional problems and any prevailing weakness in the market area (economic obsolescence).

Deferred Maintenance

The first form of physical depreciation is curable deferred maintenance. These are items of repair and/or replacement that should be addressed in a short time frame at the property. The improvements have been adequately maintained and we noted no deferred maintenance beyond expected wear and tear for a building of its age.

Long Lived Physical Depreciation

The long-term depreciation at the property is estimated using the modified age life method of depreciation. We have reviewed the MVS estimate for the useful life of the existing building and have confirmed this estimate with users and owners.

The next step is to estimate the effective age of the improvements. Effective age may or may not correlate with the actual age of the buildings. Buildings that have been well maintained and/or have received renovation or remodeling like the subject have effective ages that are less than their actual age and, thereby, extend the useful life of the improvements.

The improvements are estimated to be about 18± years old and are in generally average to good condition and have been adequately maintained. For our cost approach we have estimated effective age to be equal to actual age at 18 years. The economic life expectancy for a metal storage hangar like the subject and site improvements is roughly 40 years.

Functional Obsolescence

As noted, the improvements are functional in design and use. No deduction for functional obsolescence is required in our appraisal.

Economic Obsolescence

The property is located at an airfield where demand has historically been stable but limited. No deduction for economic obsolescence is required for our analysis.

SUMMARY & CONCLUSIONS

Our cost-based rent estimate for the improvements is compiled and shown on the following summary:

Cost Approach Summary					
Replacement Costs New Existing	Direct Costs / SF	Indirect Cost Allocation 10.0%	Total Cost / SF	Building Size SF	Total Replacement Costs
Storage Hangar	\$55.20	\$5.52	\$60.72	6,500	\$394,651
Total Direct Cost of Building Improvements			\$60.72	6,500	\$394,651
Site Improvements (Infrastructure, drainage, groundside parking, gate, fence, etc.)					<u>\$40,000</u>
Total Replacement Costs, New					\$434,651
<u>Depreciation Estimates</u>					
Total Deferred Maintenance					\$0
Long Lived Physical Depreciation		Effective Age (see Text)	Economic Life	Allocated %	Depreciation Allowance
Storage Hangar		18	40	45.0%	-\$177,593
Site Improvements		18	40	45.0%	-\$18,000
Functional Obsolescence					\$0
Economic Obsolescence					\$0
Total Depreciation Allocation				-45.0%	-\$195,593
Leasehold Improvements Value Indication (Rounded)					\$239,000

INCOME APPROACH - IMPROVEMENTS

We have also employed the Income Approach to reflect the estimated income that can be expected to be generated by the leasehold (land and building). The first step is to estimate the monthly rentals the premises can be expected to generate by comparison with other comparable office hangar facilities rents.

COMPARABLE HANGAR RATES

The comparable hangars shown on the following table are for metal storage hangars at Leesburg and other general aviation airports in Central Florida. Like the subject, the hangars are leased to single tenants. The rates vary depending on the type and size of aircraft that can be accommodated and the location of the airfield, among other factors.

Comparable Hangar Rental Rates								
	Location	Hangar Size (SF ±)	Hangar Type	Hangar Quality	Rent / SF	Lease Expense Basis	Rent/SF Adjusted to NNN Basis	Comments
1	Leesburg International Airport Leesburg, Florida	20,000	Metal	Average-Good	\$3.65	NNN, Tenant pays all property expenses	\$3.65	Skybolt Hangar. Built to suit by the airport in 2000. 100% air-conditioned. Older lease rate with rent schedule established in 1999 prior to construction of hangar. Lease expires 1/31/2021.
2	Lakeland-Linder Regional Lakeland, Florida	12,600	Metal	Good	\$4.15	Full Service, Landlord pays property expenses	\$3.10	Built around 1980. Maintenance hangar & offices leased to a single tenant by an FBO. Rent is \$4.15/SF on a full service basis. Converted to NNN for our analysis.
3	Orlando Executive Airport Orlando, Florida	5,600	Metal	Average	\$6.54	Full Service, Landlord pays property expenses	\$5.49	Built in 1978. Leased to a single tenant on a full service basis. Rent converted to NNN at left.
4	New Smyrna Beach Municipal New Smyrna Beach, Florida	1,995	Metal	Good	\$4.41	Full Service, Landlord pays property expenses	\$3.36	Single-tenant box hangar built in 2012. Owned by the airport. Leased on a full service basis. Converted to NNN at left.

**MARKET RENT & VALUE APPRAISAL OF 8900 AIRPORT BOULEVARD
LEESBURG INTERNATIONAL AIRPORT (LEE)
LEESBURG, LAKE COUNTY, FLORIDA**

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**HANGAR RENT NO. 1
LEESBURG INTERNATIONAL AIRPORT**



**HANGAR RENT NO. 2
LAKELAND LINDER INTERNATIONAL AIRPORT**



**HANGAR RENT NO. 3
ORLANDO EXECUTIVE AIRPORT**



**HANGAR RENT NO. 4
NEW SMYRNA BEACH MUNICIPAL AIRPORT**

ANALYSIS & CONCLUSIONS

For purposes of our analysis, we have forecast market rent on a triple net expense basis where the lessee pays property expenses, which is consistent with the actual terms of the premises lease.

The surveyed hangar rents cited ranged from \$3.65/SF on a triple net basis for a nearby hangar at LEE, to \$6.54/SF on a full service basis for a hangar at the superior Orlando Executive Airport. Adjusting the full service leases for comparison on a triple net basis, the comparable rental range is roughly \$3.10/SF to \$5.49/SF, averaging \$3.98/SF.

The comparables are at general aviation airport locations throughout Central Florida, and the data bracket the size, age and general utility of the subject, and have similar functionality. The most compelling comparable rent is the hangar located next to the subject at LEE. The 20,000 SF is leased at \$3.65/SF (land and building) from the airport. It is of similar age as the subject. However, we note that the initial rental rate and scheduled escalations were established many years ago.

MARKET RENT ESTIMATE

Based on the comparable data reviewed, along with the age and quality of the space and the demand at the airfield, and current condition of the improvements, we have concluded to a market rental rate of \$4.25/SF for the hangar/office building. Our lease rate assumes a single tenant on a triple net basis wherein the tenant is responsible for property expenses plus premises rent.

VACANCY & COLLECTION LOSSES

The hangar and office space at the airport is limited and is typically operator-occupied. The airport maintains a waiting list for its limited hangar space, which is primarily T-hangars. Demand is stable, and the size of the hangar is suitable for a range of users, but given the locational and physical factors of the airport, the subject facility would likely attract a local tenancy. We have allotted a 3% vacancy factor to the estimated gross income.

OPERATING EXPENSES

We have not been provided with an operating expense history for the leasehold. Our forecast of operating expenses has been based upon a review of operating costs at other similar facilities.

Management & Administration

We have allocated a rate of \$500/year for administration of the small, single-tenant, net leased property. This is a reasonable allocation for this analysis given the nature of the tenancy. Management fees are not a recoverable expense under our lease scenario.

Property Taxes

The property is exempt from ad valorem taxes.

Insurance

We have estimated the annual insurance premium for the real property only. This is a recoverable expense under the terms of a triple net lease.

Property Repairs & Maintenance

We have estimated the costs of the maintenance of the existing facilities based on expectations for a facility this size and age. This is a recoverable expense.

Utilities

Utilities are the responsibility of the tenant under a triple net lease.

Reserves

Typically, the Income Approach includes an allocation for reserves for replacement of capital items with short economic lives relative to the property as a whole. For this analysis, an allocation of \$0.10/SF of building area was made for this capital replacement reserve. Our allocation reflects the mild climate of the location and the age and construction type of the building. The rate also reflects the expected lease term, the simple construction, and current age of the building. Reserves are not a recoverable expense.

Airport Lease Payments

We have used our previously established estimate of a market land lease rate of \$0.16/SF/year based on land area.

CAPITALIZATION

After deducting expenses and reserves, the next step of the approach is to convert the resulting net income into an overall value indication for the leasehold improvements. This is accomplished through direct capitalization of the annual net operating income for the property as estimated above. Since hangars and airport parcels do not generally sell as rental income property, we have reviewed cap rates shown by other types of buildings with analogous uses.

In reviewing investor surveys⁵, average expectations for other types of income generating real property, discount/yield rates presently range from about 3.0% to 10.5% for properties with high levels of credit tenants. Expectations for yield rates over similar timeframes have generally run from as low as 3.0% to upwards of 14% depending on the nature of the property and surrounding market. These rates are not, however, directly comparable to the subject as they relate to “true” income-oriented real property investments and a fee simple interest.

For a special use facility like the subject, a direct rate in the upper end of the range would be appropriate. Factors considered include:

- For appraisal purposes the lease term is presumed to be similar to the remaining life of the building as is of 22± years.
- The facility would be expected to attract a local tenancy, while the rates above tend to be institutional grade for income-producing properties with a strong credit tenant base and terms of significant duration(s).
- The demand for hangar space has historically been high relative to the available supply at the airport.

In our opinion, a base real property yield rate of 8.00% would be reasonable for this analysis. This rate accounts for the risk factors described above while still recognizing the positive attributes of the property.

The direct capitalization approach typically is applied to properties owned in fee simple. For evaluation of a leasehold value the selected capitalization rate needs to be adjusted or weighted to reflect the finite length of the lease term. Our capitalization rate has been adjusted based on the assumed lease term noted above. The capitalization rate estimate is summarized as follows:

Capitalization Rate Analysis		
Base Rate Estimate		8.00%
Remaining Economic Life/Term		22
Inwood Co-Efficient		10.2007
Effective Improvements Cap. Rate		9.80%

A summary of our Income Approach is presented in the following table:

⁵ Prepared by PwC; Net Leased, Suburban Office & National Warehouse – 2nd Quarter 2019
19-249

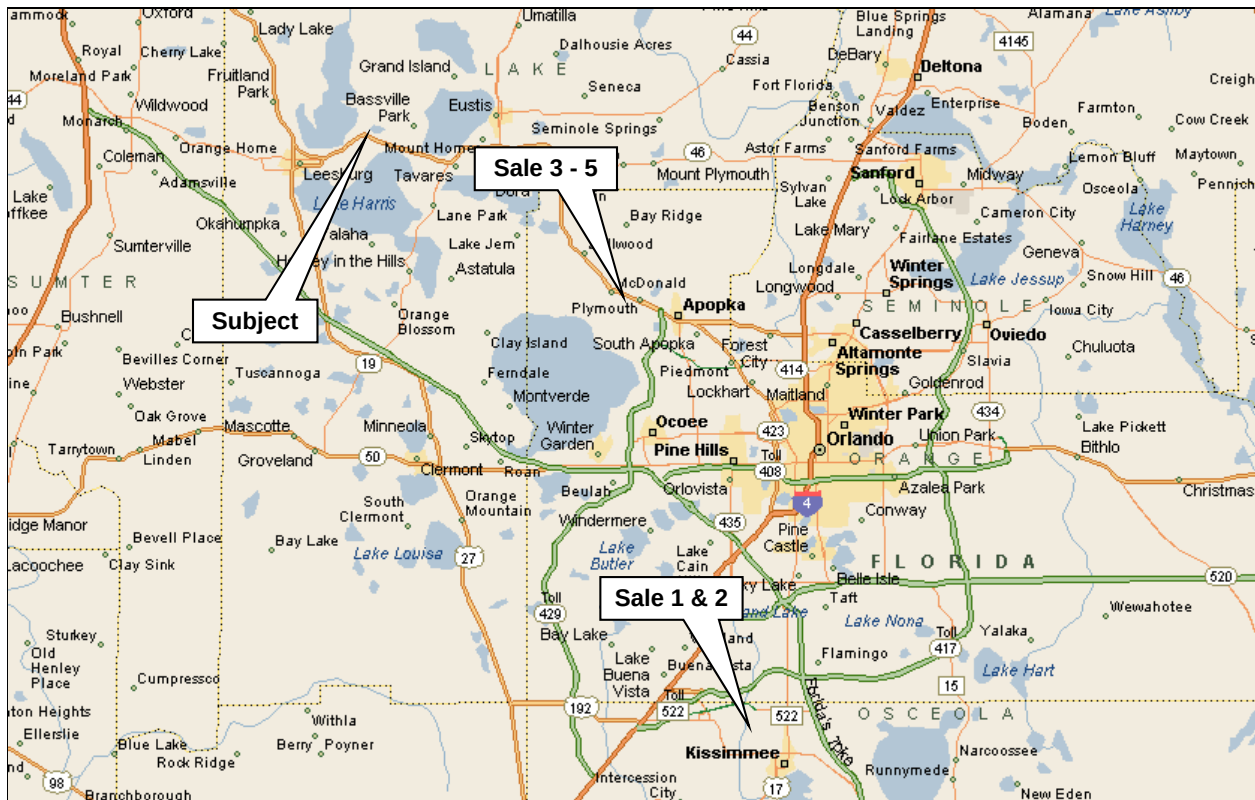
Stabilized Income Approach Summary			
Rental Income Estimates	Building SF	Rent/SF	Gross \$
Potential Base Rental Income	6,500	\$4.25	\$27,625
Expense Recoveries	6,500	<u>\$1.05</u>	<u>\$6,825</u>
Gross Potential Rental Income	6,500	\$5.30	\$34,450
Stabilized Vacancy & Collection Allocation @ 3.00%			<u>-\$1,034</u>
Effective Gross Income			\$33,417
Operating Expenses		\$/SF	Gross \$
Property Management & Administration		\$0.08	\$500
Real Estate Taxes (Exempt)		\$0.00	\$0
Property Insurance (Real Property Only)		\$0.40	\$2,600
Repairs & Maintenance		\$0.65	\$4,225
Utilities		-	Tenant
Capital Replacement Reserves		\$0.10	\$650
Total Expenses & Reserves		\$1.23	\$7,975
Net Income before Land Lease Allocation		\$3.91	\$25,442
Land Lease Payments (Based on land only @ market)			\$4,035
Net Income to Leasehold			\$21,406
Capitalization Rate: 22 years (see text) @ 8.00%			9.80%
Income Approach Indication of Value (Rounded):			\$218,000

SALES COMPARISON APPROACH

The Sales Comparison Approach is based upon a comparison of prices paid for similar properties in similar markets. We were able to identify very few sales of similar hangars across the state for comparison purposes. The sales evaluated are shown on the following chart and map.

HANGAR SALES					
	SALE 1	SALE 2	SALE 3	SALE 4	SALE 5
Location	Kissimmee Gateway Airport (ISM)	Kissimmee Gateway Airport (ISM)	Orlando Apopka Airport (X04)	Orlando Apopka Airport (X04)	Orlando Apopka Airport (X04)
Address	3951 Merlin Drive	3955 Merlin Drive	1321 Apopka Airport Road, Unit 156	1321 Apopka Airport Road, Unit 74	1321 Apopka Airport Road, Unit 47
City / State	Kissimmee, FL	Kissimmee, FL	Apopka, FL	Apopka, FL	Apopka, FL
Buyer	William Whelan/assignee	William Whelan/assignee	Tango Whiskey Real Estate	Eric & Jeny Strong	Quest Investment LLC
Seller	Stallion 51	Stallion 51	Henns Investment Properties	B and B Development	K and S Supply LLC
Sale Date	Feb-19	Feb-19	Apr-19	Mar-18	Jun-19
Price	\$1,000,000	\$500,000	\$605,000	\$295,000	\$416,000
Terms	Seller-financing \$250,000 + 18 month leaseback of Hangar 1 at no charge		Cash to Seller	Cash to Seller	Cash to Seller
Rights Acquired	Leasehold	Leasehold	Fee Simple (Condo.)	Fee Simple (Condo.)	Fee Simple (Condo.)
Estimated Lot Value	N/A	N/A	\$160,000	\$80,000	\$100,000
Net Improvements Price	\$1,000,000	\$500,000	\$445,000	\$215,000	\$316,000
Building Size SF ±	17,175	11,858	9,800	4,900	6,075
Remaining Lease Term at Sale	20 Years	20 Years	NA	NA	NA
Year Built	1996	1999	2007	2007	2019
Construction Type/Quality	Metal / Good	Metal / Good	Metal / Good	Metal / Good	Metal / Good
Condition	Good	Good	Good	Good	New
Land Size (SF)	63,162	43,560	NA-Condominium	NA-Condominium	NA-Condominium
Land to Building Ratio	3.68	3.67	NA	NA	NA
Access/Exposure	Good/Good	Good/Good	Good/Good	Good/Good	Good/Good
Improvements Price/SF	\$58.22	\$42.17	\$45.41	\$43.88	\$52.02
Comments	Leasehold with 20 years remaining at sale. 2-story offices attached to hangar.	Leasehold with 20 years remaining at sale. Basic storage hangar. No office. Buyer has budgeted \$200,000 for upgrades to electrical, plumbing & office build-out.	Condominium hangar at private airport. Owned in fee simple. Buyer also owns adjoining, identical hangar.	Condominium hangar at private airport.	Condominium hangar at private airport.

COMPARABLE SALES MAP



Comparable Hangar Sales 1 & 2 are located at Kissimmee Gateway Airport near the tourist attractions area of Orlando. The hangars were purchased in February of 2019.

Hangar 1 (below left) contains 17,175 SF including a 2-story office/shop wing. The metal hangar was built in 1996. It sold for \$1,000,000 or \$58/SF. However, the seller will leaseback the hangar for 18 months at no charge.

Hangar 2 (below right) is more basic (no office or restroom). The 11,858 SF hangar was built in 1999. Hangar 2 sold for \$500,000 or \$42/SF. Both are on a leasehold and sold with 20 years remaining on its term.



Comparable Hangar Sales 3 - 5 are located northwest of Orlando at the Orlando Apopka Airport, a private airfield with a 4,000' runway. The land and buildings (condominium hangars) at the airport are owned in fee simple. The fee simple sales in the project have been adjusted to less out the estimated lot values based on current sales of vacant lots in the same project. These sales, after adjustment range from about \$44/SF to \$52/SF for the improvements. The sales bracket the size of the appraised hangar, but are newer buildings with superior features.



OBSERVATIONS & CONCLUSION

Hangar leaseholds do not often trade in the open market and there have been limited sales of similar facilities in Central Florida during the past few years. The sales data reflects a range from \$42/SF to \$52/SF. The average indication is \$47/SF.

In concluding to our value via the sales comparison approach we have weighed several factors regarding the subject property:

- The property is located at a general aviation airport in a non-urban market.
- The hangar is approximately 18± years old and in average to good condition.
- There is limited available hangar space for sale or lease at the Leesburg airport.
- Hangars and aviation leasehold prices are impacted by the remaining lease term available or the prospects of extending existing leases. For purposes of our appraisal we assume a 20± year term would be available in determining our improvements value.

Leasehold Value Conclusion

Based on the age and location of the subject compared to the sales data reviewed and the factors above, we would expect the fee simple value of the subject property to fall below the average of the comparable sales range on a price per square foot. Our value estimate is as follows:

$$6,500 \text{ SF} \times \$42.00/\text{SF} = \$273,000$$

RECONCILIATION

FEE SIMPLE VALUE: LEASEHOLD IMPROVEMENTS

The three value approaches have led to the following range of value indications for the improvements within the leasehold:

Cost Approach:	\$239,000
Income Approach:	\$218,000
Sales Approach:	\$273,000

The Cost Approach is generally a good indication of value for special use properties like aviation hangars and for leasehold improvements where underlying fee simple land ownership is not included or where available term is coincidental with the expected life of the building. However, given the age of the building and the imprecise nature of assessing depreciation, the approach is given only secondary consideration.

The Income Approach is based upon the economic principle of anticipation. The Income Approach is considered the best indication of value for investment properties where income potential is a primary concern. In the case of the appraised property, the potential income is secondary to its support role for a typical operator-occupied, aviation-related enterprise. This approach sets the lower end of the range. The approach does provide a measure of market rent for the hangar facility.

The Sales Comparison Approach sets the upper end of the range of indications. The limited availability of sales data and the challenges in objective, precise comparison limits the reliance of this indication.

In arriving at our final value conclusion we have considered the position of the leasehold at a smaller general aviation airport and the market conditions at the appraisal date. We have given greatest weight to the Cost and Income Approaches in arriving at our conclusion.

Therefore we have concluded that the market value of the leasehold interest in the improvements (excluding land), as of September 10, 2019, is:

\$240,000

FAIR MARKET RENT ANALYSIS:

In the Income Approach, earlier in our report, we determined an indication of market rent of \$4.25/SF or \$27,625/year on a triple net basis, with the lessee paying for property expenses.

As a second indication of fair market rent, we have applied a yield rate to our leasehold value estimate using methodology employed at many other airports in the region. In this analysis, the net rent for a leasehold improvement is calculated based on an annual yield requirement or expectation. The annual yield rate used by other airports generally ranges from 8% to 10% of current market value as surveyed below:

AIRPORT	LAND RATE % RANGE	ADJUSTMENTS (TYPICAL)	TERM (YEARS)
Orlando Executive	8% to 10%	Annual CPI with 5-year resets	4 to 40
Vero Beach Regional	10%	Varies	20-30
Tampa Executive	10%	5-year resets	30
Tampa International	10%	5-year resets	30
St. Petersburg/Clearwater International	8% to 10%	5-year resets	Up to 40

For our analysis, given the demand at LEE for space, a 10% rate is applicable in our estimation as follows:

\$240,000 Improvement Value @ 10% Annual Rate = \$24,000

CONCLUSIONS

The two approaches range from \$24,000/year to \$27,625/year in expected improvements rent. We have estimated fair market rent between the two indications at \$26,000/year.

The total fair market rent for the leasehold at the date of appraisal is the sum of the land rent determined earlier in our report and improvements rent set forth above:

Land Rent:	\$ 4,035
Improvements Rent:	<u>\$26,000</u>
Total Fair Market Rent:	\$30,035

ADDENDA

Legal Description
General Assumptions & Limiting Conditions
Appraiser Certification
Qualifications of Appraiser

LEGAL DESCRIPTION

EXHIBIT "A". (2 SHEETS) ATTACHMENT TO LEASE BY: TRIANGLE AVIATION INC.

LEASE DATED: _____



LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA AND LYING IN A PORTION OF BLOCK 39 OF SILVER LAKE ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGES 67 THROUGH 69 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4), OF SECTION 22, TOWNSHIP 19 SOUTH, RANGE 25 EAST, FOR THE POINT OF COMMENCEMENT (P.O.C.); THENCE RUN SOUTH 89°10'02" EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER (NW 1/4), A DISTANCE OF 770.02 FEET TO THE NORTHERLY EXTENSION OF THE CENTERLINE OF ECHO DRIVE, HAVING A RIGHT-OF-WAY WIDTH OF 50.00 FEET; THENCE RUN SOUTH 21°52'01" WEST, ALONG SAID NORTHERLY EXTENSION AND ALONG THE CENTERLINE OF SAID ECHO DRIVE, A DISTANCE OF 1109.06 FEET TO THE INTERSECTION OF THE CENTERLINE OF AIRPORT BOULEVARD, HAVING A RIGHT-OF-WAY WIDTH OF 50.00 FEET; THENCE RUN NORTH 67°47'58" WEST, ALONG SAID CENTERLINE OF AIRPORT BOULEVARD, A DISTANCE OF 427.85 FEET; THENCE RUN SOUTH 22°12'02" WEST, A DISTANCE OF 25.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID AIRPORT BOULEVARD FOR THE POINT OF BEGINNING (P.O.B.) OF THIS DESCRIPTION; THENCE CONTINUE SOUTH 22°12'02" WEST, A DISTANCE OF 278.30 FEET; THENCE RUN NORTH 49°44'17" WEST, 106.67 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE TO THE WEST AND LYING 18.50 FEET, RADIAL MEASURE, EASTERLY OF THE CENTERLINE OF THE NEW TAXI WAY LOCATED SOUTH OF AIRPORT BOULEVARD AND APPROXIMATELY 542 FEET WEST OF SAID ECHO DRIVE; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE, HAVING A DELTA ANGLE OF 16°26'25", A RADIUS LENGTH OF 143.15 FEET, AN ARC LENGTH OF 41.07 FEET, A TANGENT LENGTH OF 20.68 FEET, A CHORD LENGTH OF 40.93 FEET, AND A CHORD BEARING OF NORTH 30°21'32" EAST; THENCE RUN NORTH 22°08'20" EAST, PARALLEL WITH AND 18.50 FEET EAST OF SAID CENTERLINE OF THE NEW TAXI WAY, A DISTANCE OF 204.71 FEET TO THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF AIRPORT BOULEVARD; THENCE RUN SOUTH 67°47'58" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 95.82 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 25 EAST, AT THE LEESBURG REGIONAL AIRPORT, CITY OF LEESBURG, LAKE COUNTY, FLORIDA AND CONTAINS 25,221.099 SQUARE FEET OR 0.579 ACRE.

GENERAL ASSUMPTIONS & LIMITING CONDITIONS

STANDARD

In preparing this appraisal report we have researched physical characteristics and legal issues that affect the appraised property. We have accessed information from a variety of public sources concerning property size, zoning, future land use designation, sewer and water availability, flood hazard information, topographical and drainage information, real estate taxes and information concerning easements and encroachments. We believe that the information researched and provided to us by others is materially accurate for appraisal purposes only. Information in this report concerning physical and legal issues should not be relied on by any person for any purpose or decision making concerning the property without independent confirmation or verification. All persons and parties interested in the property under appraisal should research and confirm information concerning the property directly with pertinent agencies or sources and should not rely on the information provided in our appraisal report for decision making.

We assume no responsibility for matters in legal character, nor do we render any opinions as to title, which is assumed to be good. This report contains a section entitled "Ownership and Sales History," which describes the recent title history of the subject property. This should not be construed to be a title search or a report of title. We render no opinion as to title, which is assumed to be good and marketable.

All existing liens and encumbrances (except for the land lease) have been disregarded, and the property is appraised as though free and clear, under responsible ownership and competent management.

Site plans, sketches, drawings and other exhibits in this report are included only to assist the reader in visualizing the property. We assume no liability for their accuracy.

We have made no survey of the property and assume no responsibility in connection with such matters.

We assume no liability for structural conditions not visible through ordinary inspection.

Information obtained from Public Records, files, Realtors, buyers and sellers, etc. was utilized in the preparation of this appraisal report. The information obtained from these sources was assumed to be accurate and correct. A reasonable effort has been made to verify all such information; however, this office assumes no responsibility for its accuracy.

ENVIRONMENTAL

Other than as noted, our appraisal assumes that there are no hazardous materials on the property. We are not aware of the existence of potentially hazardous material(s) on the property. We are not qualified to detect such substances. We urge the client to retain an expert in this field if desired.

Other than as may be noted elsewhere, we are not aware of any soil or subsoil conditions that would affect the property. The discovery of soil conditions is beyond our area of expertise.

AMERICAN DISABILITY ACT (IF APPLICABLE)

The Americans with Disabilities Act ("ADA") became effective January 26, 1992. The appraiser has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. Such a study could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since there was no direct evidence relating to this issue, the appraiser did not consider possible non-compliance with the requirements of ADA in estimating the value of the property.

OTHER

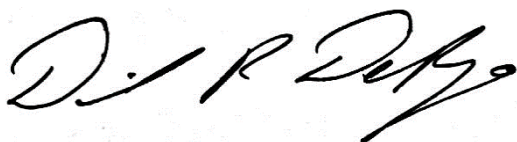
Disclosure of the contents of this appraisal report is governed by the Standards of the Appraisal Institute.

Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which he is (they are) connected, or any reference to the Appraisal Institute or to the MAI or SRA designation) shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication without the prior consent and approval of the undersigned.

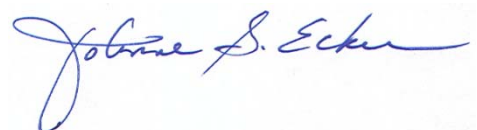
CERTIFICATION

I, Daniel R. DeRango, certify that to the best of my knowledge and belief...

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported General Assumptions and Limiting Conditions and where applicable, the Extraordinary Assumptions, and are our personal, unbiased professional analyses, opinions and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
- My analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute.
- This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, I, Daniel R. DeRango, have completed the requirements of the continuing education program of the Appraisal Institute.
- Daniel R. DeRango has made a personal inspection of the property that is the subject of the report.
- JoAnne S. Ecker, who is State-certified General Real Estate Appraiser #RZ3084, provided professional assistance including sales research, preparation of comparable sales information, general gathering of supporting data for the appraisal and further assistance in the writing of said appraisal.
- We have complied with the Uniform Standards of Professional Appraisal Practice (USPAP) in conducting the research and analysis, and in formulating the value conclusion(s) contained in this report.
- We are in compliance with the Competency Provision in the USPAP as adopted in FIRREA 1989 and have sufficient education and experience to perform the appraisal of the subject property.
- We have not provided a service regarding this property in the three years prior to accepting this assignment.



Daniel R. DeRango, MAI, CCIM
Cert Gen RZ 1054



JoAnne S. Ecker, Associate
Cert Gen RZ 3084



QUALIFICATIONS

Daniel R. DeRango, MAI, CCIM

DERANGO, BEST & ASSOCIATES

1601 E. AMELIA STREET
ORLANDO, FLORIDA 32803
(407) 895-6650

RESIDENT OF: Maitland, Florida

EDUCATION: Graduate of Stetson University, Deland, Florida
Bachelor of Business Administration - Major: Finance

**PROFESSIONAL
EDUCATION:**

COURSES & SEMINARS - APPRAISAL INSTITUTE

- Appraisal Principles
- Basic Valuation Procedures
- Direct Capitalization, Annuity Capitalization, and Mortgage Equity Capitalization Theory and Techniques
- Case Studies in Real Estate Valuation
- Valuation Analysis and Report Writing
- Condemnation and Litigation Appraisal Practice
- Standards of Professional Practice
- Residential Valuation Procedures
- Appraisal of Small Hotels and Motels
- Sales Confirmation Methods
- Discounted Cash Flow Analysis
- Electronic Spreadsheets in Real Estate Appraising
- Urban Planning and Development - University of Central Florida

CCIM INSTITUTE

- Financial Analysis for Commercial Investment Real Estate (CI 101)
- Market Analysis for Commercial Investment Real Estate (CI 102)
- User Decision Analysis for Commercial Investment Real Estate (CI 103)
- Investment Analysis for Commercial Investment Real Estate (CI 104)

**PROFESSIONAL
AFFILIATIONS:**

Member of the Appraisal Institute, MAI No. 7557
Member CCIM Institute
Florida State-Certified General Real Estate Appraiser No. RZ1054
Georgia State-Certified General Real Estate Appraiser No. 370527
Pennsylvania State-Certified General Real Estate Appraiser No. GA004223
New York State-Certified General Real Estate Appraiser No. 46000052173
Registered Real Estate Broker/State of Florida, License No. 0355191
Former Director – Appraisal Institute, East Central Florida Chapter

QUALIFICATIONS

Daniel R. DeRango, MAI, CCIM (Continued)

PROFESSIONAL EXPERIENCE:

Qualified as an expert witness in Federal and State Courts.

Special Master, Value Adjustment Board, Orange County, 1995, 1996, 2000-2002

Present: President - DeRango, Best and Associates, Orlando, Florida
1984-1997 V.P./Partner, Matonis MacDermott DeRango Sorich & Co., Orlando, FL
1981-1984 Staff Appraiser with Irwin Appraisal Consulting Services, Inc., Orlando, FL
Former Member: Board of Directors - East Central Florida Chapter- Appraisal Institute

PUBLISHED:

"The Determination of Hotel Value Components for Ad Valorem Tax Assessment"
The Appraisal Journal, July, 1993

TYPE OF ASSIGNMENTS:

I have appraised or provided counseling for a variety of commercial and residential properties throughout the U.S. (primarily in the Central Florida area).

EXPERIENCE WITH:

- Aviation/Aeronautical Properties
- Apartments
- Office buildings
- Retail properties
- Condemnation and litigation assignments
- Industrial properties
- Timeshare resorts
- Hotels & resorts
- Mobile home parks
- Subdivisions
- Mitigation lands
- Acreage tracts
- Golf courses/country clubs
- Special use facilities
- Mixed use development
- Coastal & island tracts
- Air cargo facilities
- Large and small aircraft hangars
- Fixed based operations
- Condominium projects
- Retail centers
- (including regional malls)
- Warehouse facilities

Appraisal and consulting assignments have been prepared for a variety of lending institutions, corporations, law firms, governmental agencies, and individuals.

PROPERTY LOCATIONS IN FLORIDA:

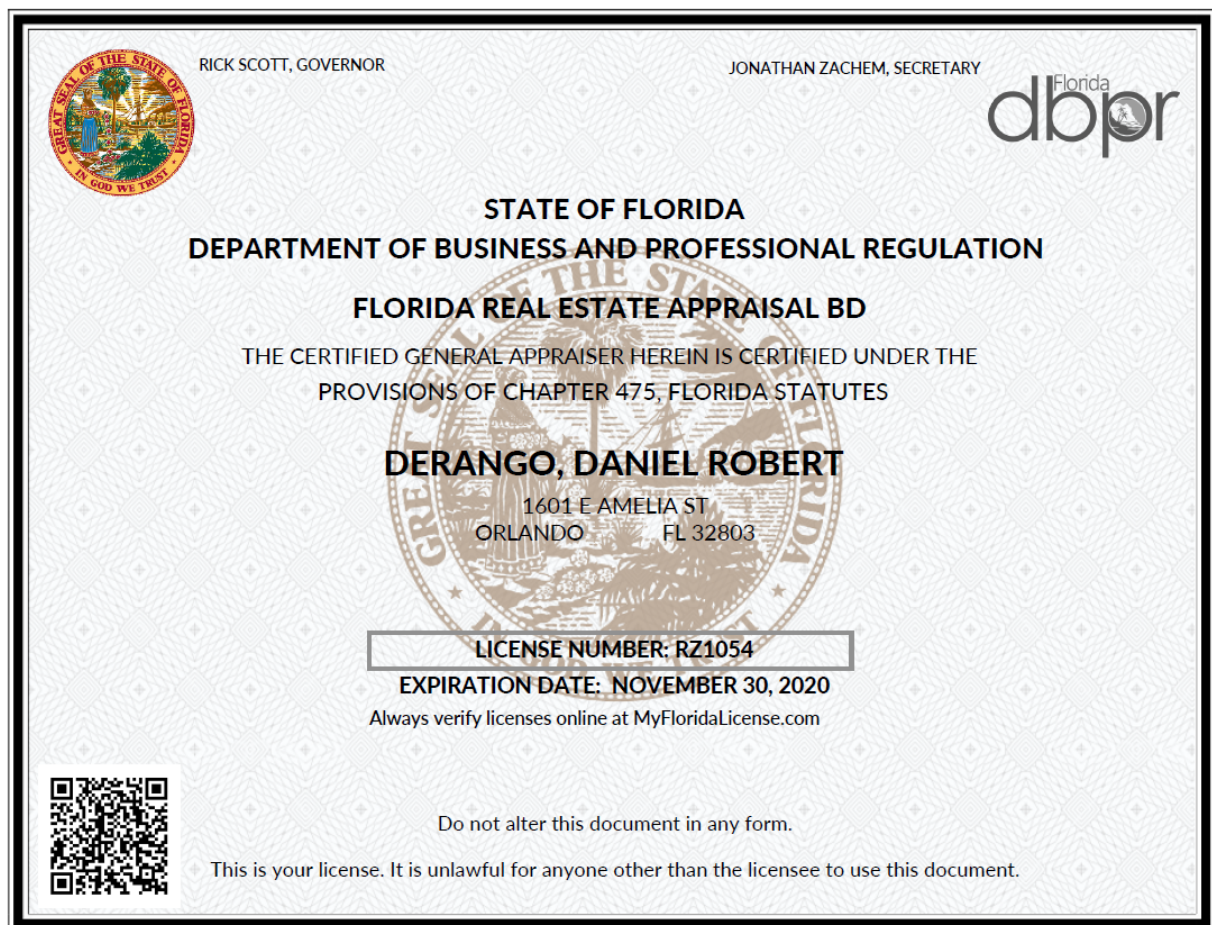
- Central Florida (Orange, Seminole, Osceola, Lake, Polk and Volusia Counties)
- South Florida (Dade, Broward & Palm Beach Counties)
- South Central Florida (Brevard, Martin, St. Lucie & Indian River Counties)
- Southwest Florida (Collier, Lee, Manatee, Sarasota, Pinellas, Hillsborough Counties)
- Northeast Florida (Flagler, St. Johns and Duval Counties)
- North Central Florida (Marion County, Putnam)
- Florida Keys

QUALIFICATIONS

Daniel R. DeRango, MAI, CCIM (Continued)

ASSIGNMENTS OUTSIDE OF FLORIDA (Airport Locations):

- Alabama
- Arizona
- California
- Colorado
- Connecticut
- Georgia
- Hawaii
- Illinois
- Iowa
- Kentucky
- Louisiana
- Maryland
- Massachusetts
- Michigan
- Minnesota
- Montana
- Nebraska
- New Hampshire
- New Jersey
- New Mexico
- New York
- North Carolina
- Ohio
- Pennsylvania
- South Carolina
- South Dakota
- Tennessee
- Texas
- Virginia
- Washington State
- Antigua
- Puerto Rico
- Calgary, Canada
- Vancouver, Canada



QUALIFICATIONS

JOANNE ECKER

DeRango, Best & Associates

1601 E. AMELIA STREET
ORLANDO, FLORIDA 32803
(407) 895-6650

RESIDENT OF: Winter Springs, Florida

PROFESSIONAL EDUCATION: All required real estate courses for certification by the State of Florida. Courses & Seminars completed:

- Standards of Professional Practice
- Appraisal Board Course I
- Appraisal Board Course II
- Appraisal Board Course III
- Appraisal Laws & Rules

PROFESSIONAL AFFILIATIONS: Florida Certified General Real Estate Appraiser No. RZ3084

PROFESSIONAL EXPERIENCE: April 2003 to Present, Researcher and Appraiser with DeRango, Best & Associates.

TYPE OF ASSIGNMENTS: I have appraised a variety of commercial properties throughout the Central Florida area and aviation properties throughout the U.S.

EXPERIENCE WITH:

• Aviation Properties	• Hotels & Resorts
• Office Buildings	• Condominium Projects
• Subdivisions	• Shopping Centers
• Acreage	• Industrial Properties
• Restaurants	• Convenience Stores
• Retail Properties	• Mixed-use Developments
• Eminent Domain & ROW Takings	• Apartment Complexes

PROPERTY LOCATIONS IN FLORIDA:

Orange, Seminole, Osceola, Brevard, Polk, Lake, Volusia, Hillsborough, Manatee, Palm Beach, Miami-Dade, Sumter, Broward, Sarasota, Pinellas, Flagler and Duval Counties

QUALIFICATIONS

JoAnne Ecker (Continued)

	RICK SCOTT, GOVERNOR	JONATHAN ZACHEM, SECRETARY	
STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION FLORIDA REAL ESTATE APPRAISAL BD THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES ECKER, JOANNE SUE 1601 EAST AMELIA STREET ORLANDO FL 32803 LICENSE NUMBER: RZ3084 EXPIRATION DATE: NOVEMBER 30, 2020 Always verify licenses online at MyFloridaLicense.com			
	Do not alter this document in any form. This is your license. It is unlawful for anyone other than the licensee to use this document.		

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: June 14, 2021

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing execution of the First Amendment to the City Manager's Employment Agreement with Alfred "Al" A. Minner, dated November 12, 2013; and providing an effective date.

Staff Recommendation:

As the Commission deems appropriate.

Analysis:

The City Manager has requested a modification to Section 15 of the City Manager Employment Agreement with the City Commission. This amendment will allow the City Manager to reside within Lake or Sumter Counties. All other conditions of the Agreement remain in full force and effect.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None.

Submission Date and Time: 6/9/2021 11:09:55 AM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING EXECUTION OF THE FIRST AMENDMENT TO
THE CITY MANAGER'S EMPLOYMENT AGREEMENT WITH ALFRED
"AL" A. MINNER, DATED NOVEMBER 12, 2013; 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 Attachment "A" - The First Amendment of the City's Manager's Employment Agreement with Alfred "Al" A. Minner, dated November 12, 2013;

THAT said amendment modifies the conditions of Section 15 - Residency Requirement and all other provisions of the Agreement remain in full force and effect.

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 14th day of June 2021.

Mayor

ATTEST:

City Clerk

ATTACHMENT “A”

THE FIRST AMENDMENT OF THE CITY MANAGER’S EMPLOYMENT AGREEMENT WITH ALFRED “AL” A. MINNER, DATED NOVEMBER 12, 2013.

Section 15, shall be modified as follows:

Section 15: Residency Requirement

~~Employee shall maintain residency within the Leesburg Utility Service Area during his employment. This requirement may be met through residency at any property that is served by Leesburg’s water, wastewater, reuse, natural gas, or electric utilities.~~

Employee shall maintain residency within Lake or Sumter Counties.

All other sections shall remain in full force and effect.

RESOLUTION NO. 9312

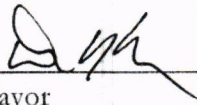
**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA AUTHORIZING EXECUTION OF A
CITY MANAGER'S EMPLOYMENT AGREEMENT WITH
ALFRED "AL" A. MINNER; AND PROVIDING AN EFFECTIVE
DATE.**

**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 City Manager Employment Agreement with Alfred "Al" A. Minner whose address is 386 Belfast Terrace, Sebastian, Florida 32958.

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 12TH day of November 2013.



Mayor

ATTEST:



City Clerk

City Manager Employment Agreement

Introduction

This Agreement, made and entered into this 12th day of NOVEMBER, 2013, by and between the **City of Leesburg**, a Florida municipal corporation, (hereinafter called "Employer") and **Al Minner** (hereinafter called "Employee"), an individual who has the education, training and experience in local government management to qualify to serve as a city manager, both of whom agree as follows:

Section 1: Term

The term of this agreement shall become effective upon its execution by both parties and continue in effect until terminated pursuant to the terms set forth in Section 9 or Section 10 hereof. The Employee agrees to remain in the exclusive employ of the Employer during the term of this agreement. Employee serves at the will of the Employer.

Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of Employer or the Employee to terminate this agreement at any time, subject only to the provisions set forth in Section 9 and Section 10 of this agreement.

Section 2: Duties and Authority

Employer agrees to employ the Employee as City Manager to perform the functions and duties specified in the City of Leesburg Charter, and to perform other legally permissible and proper duties and functions. Employee shall owe employer a duty of loyalty and shall perform all duties with diligence and good faith.

Section 3: Compensation

The Employer agrees to pay Employee an annual base salary of \$145,000.00. Provided that Employee's performance is determined to meet the expectations of the Commission, Employee shall be entitled to annual raises at a rate equal to what is offered other full-time employees whose performance meets expectations, effective on the anniversary date of this agreement. Employer may further increase Employee's salary based on performance, market comparison, or other considerations.

In addition to annual base salary and other benefits provided in this Agreement, Employee shall be paid a lump sum of \$5,000.00 upon approval of this Agreement by the City Commission, to defray moving expenses. This sum may be applied as Employee sees fit. Employee is not required to submit receipts or other documentation of how this sum is spent.

Section 4: Health, Disability and Life Insurance Benefits

Upon commencing employment under this agreement, the Employer agrees to provide and to pay the premiums for major medical/hospitalization, prescription, life, accidental death and

dismemberment, and other insurance coverage for the Employee and his/her dependents equal to that which is provided to all other full-time employees of the Employer. Employee shall pay the cost of premiums for dependent coverage consistent with other employees.

Section 5: Vacation and Sick Leave

Employee shall accrue Paid Time Off (PTO) as provided for all other regular, full time employees. A copy of the Employer's PTO policy is attached as Exhibit "A" to this Agreement. For purpose of PTO accrual, the Employee shall be credited with 15 years of service, such that his base PTO as of the inception of employment will be 30.5 days. PTO will accrue from inception of employment forward at the rate provided for employees with 10 to 20 years of employment as provided in the policy attached as Exhibit "A" but shall not exceed the cap on PTO imposed in the policy.

In recognition that certain unforeseen events may occur or due the functions of the position, the employee will immediately receive 40 hours of administrative time off which may be used during the first year of employment. Administrative leave provided herein shall not (1) accrue beyond 40 hours; and, (2) be eligible for the PTO exchanged policy if not completely used by the end of the first year of employment.

Section 6: Automobile Allowance

To compensate the Employee for all automobile expenses and use related to the duties of City Manager, the Employer agrees to provide a monthly Automobile Allowance of \$300.00 to compensate the Employee for expenses related to the use, purchase and-or lease of an automobile, as well as to operate, insure and maintain a vehicle, as well as for other expenses related to the duties of the Employee.

Section 7: Other Expenses

A. Civic Club Membership. As an inducement to Employee to have greater exposure and involvement in Leesburg activities, employer shall pay the dues and related costs for the employee to become a member and maintain membership in one or more Leesburg-based civic club(s). In no event shall this cost exceed \$750.00 in any fiscal year.

B. Business Expenses. Employer recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Employee, and agrees to reimburse or pay said general expenses, up to an amount not to exceed \$200.00 per month. The Finance Director shall be authorized to disburse such monies upon receipt of a duly executed expense or petty cash vouchers, receipts, statements or personal affidavits, or to issue a City credit card for such purposes, all the forgoing according to such policies and procedures then in effect governing the reimbursement of expenses to City employees.

C. Professional Development. Employer shall budget and pay all appropriate professional dues, subscriptions, and expenses related to annual conference attendance and occasional training seminars, on behalf of the Employee for purposes of allowing his continued and full participation in direct job-related professional organizations for the good of the City at the national, regional, state, and local levels. Such organizations shall include the International City/County Manager's

Association and Florida City/County Management Association. The Employee will be expected to provide reasonable notice to the City of any planned absences to attend such activities.

D. Employee shall receive a cell phone stipend in accordance with Leesburg Cell Phone Policy 530.

E. The benefits afforded Employee under this Section 7 shall not be due and payable during any time the Employee is on suspension (with or without pay), after the employee has tendered his resignation, regardless of when it takes effect, or after the employee has been notified he has been terminated.

Section 8: Retirement

Employee shall be entitled to retirement benefits consistent with City Ordinance 03-57, as amended, including the option to participate in the ICMA retirement program.

Section 9: Termination and Severance Pay

A. Termination With Cause. This Agreement may be terminated for cause by a majority vote of the City Commission. In such cases, the Employee shall be entitled only to accrued benefits available to any other employee. For purposes of this Agreement, "cause" is: (i) conviction of a felony or a crime (whether a felony or misdemeanor) involving dishonesty, moral turpitude, or misfeasance, malfeasance, or nonfeasance in the performance of his duties, or (ii) breach of this contract. The employee shall be given written notice setting forth any charges at least five days prior to a City Commission hearing requested by the Commission member(s) bringing such charges. No severance pay will be provided if Employee is terminated for cause.

B. Termination Without Cause. This Agreement may be terminated without cause (as defined in paragraph A above) by a majority vote of the City Commission. Such a vote must be preceded by at least five days written notice to the Employee by a City Commissioner or the City Attorney. In the event Employee is terminated by the Employer before expiration of the aforesaid term of employment without cause, and during such time that Employee is willing and able to perform his duties under this agreement, then in that event Employer agrees to make a lump sum cash payment equal to twenty weeks of base salary payable within fifteen calendar days after termination, unless otherwise agreed to by Employee and Employer. Employee shall be paid for all unused Paid Time Off. Health insurance coverage for Employee shall be continued during the six months after termination or until employee is covered by another group insurance plan, whichever is earlier, and shall be paid for by Employer. At his option, Employee may continue to pay for dependent coverage. No other benefits, including retirement contributions, shall accrue following the effective date of the termination. Severance pay, as defined in §215.425, Fla. Stat. (2013), may not exceed an amount greater than 20 weeks of base compensation.

C. Severance payments must be approved by the City Commission prior to issuance.

D. Should the Employer terminate Employee without cause, and Employee accepts the severance payment as provided in Paragraph B above, Employee agrees to release the Employer from any and all claims, demands, or damage associated with the termination, including but not limited to claims asserted under the provisions of the FMLA or ADA.

E. If the Employer, citizens or legislature acts to amend any provisions of the charter, ordinances or appropriate enabling legislation pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the Employer's form of government, the effect of which is to eliminate the Employee's position, substantially reduce his duties and authority, or otherwise create a material, adverse effect on employee, the Employee shall have the right to declare that such amendments constitute termination and shall be entitled to severance as provided in Paragraph B above.

F. If the Employee shall resign at the formal request of a majority of the Commission (as evidenced by a majority in a public meeting), Employee shall be entitled to severance as provided in Paragraph B above.

Section 10: Resignation

In the event that the Employee voluntarily resigns his/her position with the Employer, the Employee shall provide a minimum of 60 days notice unless the parties agree otherwise. Provided advance notice is given, employee shall be entitled to pay-out of accrued benefits as otherwise provide for full time employees.

Section 11: Performance Evaluation

Employer shall annually review the performance of the Employee in August, subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. The criteria may be added to or deleted as Employer may from time to time determine. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. Notwithstanding the foregoing, if the employee is requested to engage in the formulation of process, criteria, and format for his evaluation and refuses to engage meaningfully and in good faith in those negotiations, Employer may proceed with the evaluation using its own criteria.

Section 12: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule, provided the Employee works sufficient hours to perform his duties hereunder satisfactorily.

Section 13: Indemnification

Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense and

Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties, unless as a result of his willful or wanton conduct. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes that Employer shall have the right to compromise claims and unless the Employee is a party to the suit in which event Employee shall have a veto authority over the settlement, Employer may settle any claim or suit; unless, said compromise or settlement is of a personal nature to Employee. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation after Employer's termination or resignation.

Section 14: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 15: Residency Requirement

Employee shall maintain residency within the Leesburg Utility Service Area during his employment. This requirement may be met through residency at any property that is served by Leesburg's water, wastewater, reuse, natural gas, or electric utilities.

Section 16: Other Terms and Conditions of Employment

The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Leesburg Charter or any other law.

Except as otherwise provided in this Agreement, the Employee shall be entitled to the highest level of benefits that are enjoyed by department heads or general employees of the Employer as provided in the Charter, Code, Personnel Rules and Regulations or by practice. In the event of any conflict, difference, or discrepancy, the terms of this agreement shall take precedence.

Section 17: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) EMPLOYER: Mayor, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630.
- (2) EMPLOYEE: Alfred A. Minner, City Manager, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630 .

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 18: General Provisions

A. Integration. This Agreement sets forth the entire understanding of the parties with regard to its subject matter. It supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished except to the extent specifically set forth herein. This Agreement may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. This Agreement shall be construed in accordance with the laws of Florida and venue for any action or proceeding arising out of this Agreement shall be in Lake County, Florida. Each party represents for the benefit of the other that it has not entered into this Agreement in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Agreement.

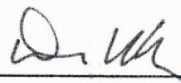
B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Agreement shall be effective as of the date on which the last party affixes his signature to it.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

IN WITNESS WHEREOF, the City of Leesburg has caused this agreement to be signed and executed by the Mayor on behalf of the City Commission, and duly approved as to form by the Leesburg City Attorney, attested by the Leesburg City Clerk, and the Employee has signed and executed this agreement, all in duplicate, the day and year first above written.

THE CITY OF LEESBURG, FLORIDA

BY: 
DAVID KNOWLES, Mayor

Attest: Betty Richardson
BETTY RICHARDSON, City Clerk

APPROVED AS TO FORM AND CONTENT:

Paul A. Minner
CITY ATTORNEY

WITNESSES:

Sally A. Maio
Sally A. Maio
(Type or print name of witness)

Kristine Minner
Kristine Minner
(Type or print name of witness)

EMPLOYEE:

Al Minner
AL MINNER

EXHIBIT "A"

365 PAID TIME OFF (PTO)

The City encourages each employee to use their annual PTO entitlement as paid time off for purposes such as vacation, leisure time, personal illness, or caring for family member(s) who may be in need of care. Employees are encouraged to maintain a minimum balance of PTO in their account to cover unforeseen personal or family illness, or the event of an unforeseen emergency.

Administration

1. PTO may be granted for personal illness, personal reasons, accident, or pregnancy supported by a doctor's recommendation or serious illness in the immediate family (i.e. spouse, children or other dependents living in the same household). In some situations PTO may also qualify as leave under the Family and Medical Leave Act and be treated accordingly.
2. Upon approval from the Department Head and the City Manager, PTO may be used for serious illness of the employee's mother, father, mother-in-law, and father-in-law. In situations where an absence will exceed three days due to illness, or where a pattern of excessive absenteeism exists the City may require written certification be provided by the employee so a determination may be made as to eligibility for PTO.
3. Employees who are absent for reasons covered under the Workers' Compensation Law will be permitted to use available PTO for any days or portion of days not payable by Workers' Compensation. Under the Florida Worker's Compensation Law, no compensation shall be allowed for the first 7 days, except that if the injury results in a disability of more than 21 days, compensation shall be allowed from the commencement of the disability. If an employee is paid PTO or LTB (if applicable) for all or any part of the first 7 days of an absence covered and paid for by Worker's Compensation, the employee shall reimburse the City for the PTO paid and his PTO account will be credited accordingly.
4. In addition to an employee's own earned PTO time, all regular full-time and part-time employees of the City who have completed six months of employment are eligible for participation in the PTO Exchange Program.
5. Newly hired employees accrue PTO time, but are not permitted to take PTO leave during their first 90 days of service.
6. Regular part-time employees working 20 hours per week or more accrue their PTO time on the same basis as full-time employees, except it is prorated according to the number of hours they normally work.

7. PTO time is not earned during an unpaid leave of absence or unpaid FMLA leave, but is earned during PTO leave or other paid absences.
8. PTO time will not continue to accrue once an employee has reached the maximum accrual permitted.
9. Although PTO time is expressed as days accrued each year of service, PTO will be credited to employees on a prorated basis consistent with this policy as determined appropriate by Human Resources.
10. Maintenance of Contact – During PTO for illness an employee must maintain daily contact with the supervisor (or make suitable arrangements) in order for the supervisor to know the employee's estimated date of return to work. PTO for illness is contingent upon maintenance of regular contact.
11. Physician's Release upon Return – Depending on the length and circumstances of an employee's illness or disability, the supervisor may require a physician's written release before the employee may return to work.
12. A Supervisor may send an employee home due to illness without the ability of the employee to appeal, in order to maintain a healthy work environment. The time will be charged to the employee's accrued PTO or LTB. If the employee does not have sufficient balance in their PTO or LTB account, this time shall be charged as leave without pay, as provided in paragraph 13 of this policy..
13. Deductions from an employee's accrued and available PTO balance may be made for actual time used, and may include deductions in increments less than a full day, i.e. less than an hour, 1 hour, half a workday, etc., for absences due to personal reasons, accident or illness. This deduction from the PTO balance applies regardless of whether the employee is paid on an exempt (salaried) basis, or a non-exempt (hourly) basis. For non-exempt employees with an insufficient accrued PTO balance taking unpaid leave, the actual amount of time used may be deducted from the employee's pay at the employee's regular hourly rate. However, for exempt (salaried) employees with insufficient accrued PTO balance taking unpaid leave, deductions from the employee's salary may only be made for absences of one or more full days for which the employee has insufficient accrued PTO balance available.

Scheduling

1. Requested PTO leave shall be scheduled and taken as approved by the employee's immediate supervisor. PTO time shall be requested by using the Employee Leave Request Form in advance. The request may be denied if granting PTO would leave the City understaffed, or if scheduled work could not be performed in the absence of the employee. Denial is at the discretion of the supervisor or Department Head.

2. Preference in selection of dates may be granted by the supervisor either on a first request basis or on length of service.
3. If a City paid holiday falls during an employee's PTO, the holiday will not be counted as PTO taken.
4. Requested PTO shall be paid at the employee's regular hourly rate of earnings applicable at the time the PTO is taken, exclusive of shift or overtime payments.

Accrual

Paid Time Off (PTO) shall accrue for each full-time employee from the employee's date of hire at the following rates:

Less than 5 Years Service – 23 days (184 hours) of PTO a year.

5 to 10 Years Service – After 5 years of service, an employee earns one additional day of PTO (8 hours accrual) for each year of full-time service.

10 to 20 Years Service – After 10 years of service, an employee earns an additional half day of PTO (4 hours) for each year of full-time service.

20 Years of Service – After 20 years of service each employee has earned and continues to earn the maximum PTO accrual of 33 days (264 hours) of PTO a year.

PTO Annual Accrual Chart	
Full-Time Employees	
Years of Service	PTO Days per Year
0 - 5	23
6	24
7	25
8	26
9	27
10	28
11	28.5
12	29
13	29.5
14	30
15	30.5
16	31
17	31.5
18	32
19	32.5
20+	33

Years of Service	Part-Time PTO Annual Accrual (Days)				
	Based on Normal Scheduled Hours				
	90% (36 hours)	80% (32 hours)	70% (28 hours)	60% (24 hours)	50% (20 hours)
0 - 5	20.7	18.4	16.1	13.8	11.5
6	21.6	19.2	16.8	14.4	12
7	22.5	20	17.5	15	12.5
8	23.4	20.8	18.2	15.6	13
9	24.3	21.6	18.9	16.2	13.5
10	25.2	22.4	19.6	16.8	14
11	25.7	22.8	20	17.1	14.3
12	26.1	23.2	20.3	17.4	14.5
13	26.6	23.6	20.7	17.7	14.8
14	27	24	21	18	15
15	27.5	24.4	21.4	18.3	15.3
16	27.9	24.8	21.7	18.6	15.5
17	28.4	25.2	22.1	18.9	15.8
18	28.8	25.6	22.4	19.2	16
19	29.3	26	22.8	19.5	16.3
20+	29.7	26.4	23.1	19.8	16.5

Maximum Accrual Permitted

Unused PTO may be accrued to a maximum of 560 hours (70 days). Employees covered by a CBA may accrue time to a maximum established by their collective bargaining agreement.

PTO Sell Back

Those employees who desire to sell PTO leave hours back to the City rather than use them are allowed to do so under the following guidelines:

1. The employee must complete a written request in a form acceptable to Human Resources.
2. A maximum of 160 hours may be sold back to the City in any one fiscal year. Employees covered by a CBA may sell time to a maximum established by their collective bargaining agreement.
3. A minimum of 8 hours must be sold on each occasion.
4. An employee may only sell to the City the same number of hours (or less) of PTO time that the employee has used as paid time off away from work during the 12 month period preceding the request for PTO sell-back. (Exempt employees may also include administrative time they have used towards the number of hours they may sell.) Once paid time off from work has been counted towards a sell back request, the same dates cannot be counted again towards a second sell back request.
5. Employees may exercise this option a maximum of two times a fiscal year (October 1st through September 30th).
6. Payment will be made on the next regular pay day to the employee or in a contribution to the employee's ICMA account, subject to any applicable plan limitations.

PTO/LTB Donation & Exchange Policy

The City has established a plan whereby employees are able to donate some of their PTO leave to another employee who has none.

All regular full-time and part-time employees are eligible to participate after successfully completing their probationary period of employment (or six months of employment as a Police Officer or Firefighter where the probationary period is greater than six months).

The purpose of the PTO/LTB leave exchange policy is to provide time off with pay for employees during periods of personal prolonged medical leave (such as illness, accident, injury, etc.) not otherwise compensated by the City. The following are the guidelines for the use of this policy:

1. The employee must be a full-time or part-time regular employee who has successfully completed their probationary period of employment (or six months of employment as a Police Officer or Firefighter where probationary period is greater than six months).

2. Donated PTO/LTB hours are to be used for medical leave (such as illness, accident, injury, maternity, etc.) only for employees or as necessary to provide care for immediate family (i.e. spouse, children or other dependents living in the same household).
3. Employees are only eligible to receive a maximum of 12 weeks of donated PTO leave per 12 month rolling period. (Example: Once 12 weeks have been used, the employee is not eligible to use donated PTO leave until 12 months have passed.)
4. Donations shall come from the Long Term Bank (formerly Sick Leave) until all available time has been exhausted. Additional donations shall then be drawn from the accumulated PTO accumulation.
5. An employee shall be eligible to request the assistance of donated PTO/LTB leave when:
 - a. All available leave has been exhausted; and,
 - b. The employee has been absent at least 14 consecutive calendar days in either paid or unpaid leave status.
6. Employees who have been instructed by their doctor to return to work on a limited basis (such as every other day or less than the employee's normal work day) shall be eligible for PTO/LTB donations provided they otherwise qualify pursuant to paragraph 5 above.
7. The primary purpose of the PTO/LTB Exchange program is to attempt to provide the employee in need with what they normally receive for regularly scheduled hours worked. No more, no less.
8. Each request for assistance under the PTO/LTB Exchange Program must be VERIFIED by the Human Resources Department
9. Upon approval, by virtue of the conditions being met, the Human Resources Department will notify all departments of an employee's need for PTO/LTB donations/leave.
10. Any employee wishing to donate PTO/LTB leave will need to complete the necessary form allowing a transfer of PTO/LTB leave from their account to the requesting party's account. Forms are available on the intranet, in each department and in the Human Resources Department.
11. All donations must be in even amounts (whole numbers). (Example 4, 7, or 9 hours; fractional donations are not acceptable.)
12. If you have authorized the donation of some of your PTO/LTB leave, the hours will not be taken from your account until they are actually used.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: June 14, 2021

From: Robert Hicks, (Police Chief)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, Authorizing and Directing the Mayor and City Clerk to execute an agreement for School Resource Officer (SRO) services to be provided to Lake County School Board – Leesburg Schools - for the 2021-2022 school year starting in August 2021; and providing an effective date.

Staff Recommendation:

Approve and adopt an agreement for School Resource Officer (SRO) services to be provided to Lake County School Board – Leesburg Schools - for the 2021-2022 school year starting in August 2021. The schools the SRO's will be assigned to are Leesburg High School (Two SRO's), Leesburg Elementary (One SRO) and Beverly Shores Elementary (One SRO).

Analysis:

This is a continuation of the contract between Leesburg Police Department and the Lake County School Board for four (4) School Resource Officers (SROs) to provide security to students, school personnel, the school community and school property. Additionally, SROs interact with students during the regular class schedule and at extra-curricular school activities so as to continue building positive relationships between police officers and the community youth.

The term of this Agreement shall be for the next school year, beginning the 10th day of August 2021 through the last day of school for students in May 2022.

Unless otherwise requested by the school, the officers will return to their normal duties during school breaks.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

The SCHOOL BOARD will pay the City of Leesburg the sum of \$245,827.00 for services of the four (4) SROs provided pursuant to the terms of this Agreement.

Account No. 001-0000-342-0200

Submission Date and Time: 6/8/2021 1:18:40 PM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR AND CITY
CLERK TO EXECUTE AN AGREEMENT FOR SCHOOL RESOURCE
OFFICER (SRO) SERVICES TO BE PROVIDED TO LAKE COUNTY SCHOOL
BOARD – LEESBURG SCHOOLS - FOR THE 2021-2022 SCHOOL YEAR
STARTING IN AUGUST 2021; 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 the Lake County School Board for a continuation of the contract between Leesburg Police Department and the Lake County school Board for four (4) School Resource Officers (SROs). Lake County to PROVIDE the sum of Two hundred forty-five thousand eight hundred twenty-seven (\$245,827) dollars.

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 14th day of June 2021.

Mayor

ATTEST:

City Clerk

**AGREEMENT BETWEEN THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA,
AND THE CITY OF LEESBURG, FOR
SCHOOL RESOURCE OFFICER PROGRAM [2021-2022]**

This **AGREEMENT** is entered into by and between the **City of Leesburg**, a Florida municipal corporation, hereinafter referred to as “**LAW ENFORCEMENT AGENCY**” and the **School Board of Lake County, Florida**, a political subdivision of the State of Florida, hereinafter referred to as “**SCHOOL BOARD**”.

WITNESSETH:

WHEREAS, the **SCHOOL BOARD** is seeking four (4) School Resource Officers (SROs) to interact with students during the regular class schedule and at extra-curricular school activities so as to provide additional security to students, school personnel, the school community and school property; and

WHEREAS, the **LAW ENFORCEMENT AGENCY** is willing to place four (4) **City of Leesburg** Police Officers at **Leesburg Elementary (1), Beverly Shores Elementary (1), Leesburg High (2)** for the purpose of carrying out this school program.

NOW, THEREFORE, in and for consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that the **LAW ENFORCEMENT AGENCY** will provide four (4) sworn **City of Leesburg** Police Officers who are certified pursuant to Section 943.10(1) *Florida Statutes* to the **SCHOOL BOARD** to act as SROs at the three (3) designated schools under the terms and conditions of this Agreement.

1. **Term of Agreement.** The term of this Agreement shall be for the next school year, beginning the 10th day of August 2021 through the last day of school for students in May 2022.

2. **Compensation.** The **SCHOOL BOARD** will pay the **City of Leesburg** the sum of Two hundred forty-five thousand eight hundred twenty-seven (\$245,827) Dollars for services of the four (4) SROs provided pursuant to the terms of this Agreement. Such compensation shall be invoiced to the **SCHOOL BOARD** by the **LAW ENFORCEMENT AGENCY** in equal quarterly installments (September, November, February and May) commencing on the 1st day of September 2021. Invoices shall be paid by the **SCHOOL BOARD** within fifteen (15) days of receipt. In the

event that The Board of County Commissioners of Lake County, Florida, agrees to pay for any or all of the police officers assigned to the schools pursuant to this Agreement, then the LAW ENFORCEMENT AGENCY agrees that the SCHOOL BOARD may assign its obligation to pay under this section to The Board of County Commissioners of Lake County, Florida.

3. Scope. The LAW ENFORCEMENT AGENCY shall assign an SRO for three (3) designated schools. The SROs shall interact with students and provide security at the three (3) designated schools. In addition, the SROs shall have the duties and responsibilities listed in Exhibit "A" attached hereto.

4. Background Investigations. The LAW ENFORCEMENT AGENCY represents and warrants to the SCHOOL BOARD that the LAW ENFORCEMENT AGENCY has read and is familiar with Sections 1012.32, 1012.465, 1012.467 and 1012.468, *Florida Statutes* regarding background investigations. The LAW ENFORCEMENT AGENCY covenants to comply with all requirements of the above-cited statutes and shall provide SCHOOL BOARD with proof of compliance upon request. The LAW ENFORCEMENT AGENCY agrees, to the extent permitted by law and only to the extent permitted by 768.28, *Florida Statutes*, to indemnify and hold harmless the SCHOOL BOARD, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the LAW ENFORCEMENT AGENCY's failure to comply with the requirements of this paragraph or Florida Statute Sections, 1012.32, 1012.465, 1012.467 and 1012.468, *Florida Statutes*. Any claim against the LAW ENFORCEMENT AGENCY by the SCHOOL BOARD under the preceding sentence shall not include punitive damages or any interest for the period before judgment. Additionally, the LAW ENFORCEMENT AGENCY shall not be liable pursuant to this indemnity to pay a claim or judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the LAW ENFORCEMENT AGENCY arising out of the incident or occurrence, exceeds the sum of \$300,000. Further, nothing in this paragraph shall be construed as an admission of liability on behalf of the LAW ENFORCEMENT AGENCY.

5. Assignment of Officers. The LAW ENFORCEMENT AGENCY shall determine which SROs will be assigned under this Agreement and will also determine the particular school

to which the SRO will be assigned to. The LAW ENFORCEMENT AGENCY shall provide a notice of the assigned SROs to the school principals of the three (3) designated schools. In the event that the principal of the school where the SRO is assigned believes that the particular SRO is not effectively performing his/her duties and responsibilities, the principal shall notify the SRO in writing. If the situation is not corrected within three (3) working days, the principal shall contact the SRO's immediate supervisor and the Superintendent's designee in writing and provide a copy of said notice to each of them. If the situation is not resolved to the mutual satisfaction of both the SRO's immediate supervisor and the Superintendent's designee within ten (10) days, or if, during the same contract period, the principal determines for a second time that the SRO is not effectively performing his/her duties and responsibilities, then the Principal shall recommend to the Superintendent that the SRO be removed from the program at his/her school, and shall state the reasons as well as the efforts to resolve the problems in writing. The Superintendent, or his/her designee, shall review the request and, if approved, shall provide written notification to the LAW ENFORCEMENT AGENCY who shall transfer the SRO or take other appropriate action within ten (10) business days. In the event the principal considers the SRO's conduct to present a threat to the safety or well-being of the students or staff, the principal will immediately notify the Superintendent and the LAW ENFORCEMENT AGENCY. Upon receipt of such notification, the LAW ENFORCEMENT AGENCY shall take appropriate action.

6. Dismissal/Replacement/Absence.

The LAW ENFORCEMENT AGENCY may dismiss or reassign SROs with or without cause. In the event of the resignation, dismissal, or reassignment of an SRO, or in the case of long-term absences by an SRO, the LAW ENFORCEMENT AGENCY shall provide a temporary replacement for the SRO as soon as practical.

7. Leaves/Coverage.

The Chief of Police or another designated scheduling officer will approve vacations, sick leaves, and other leaves of absence for the SRO. The SRO will communicate approved vacation, sick leaves, trainings or any other leave that impacts SRO presence in schools with the SCHOOL BOARD'S Safety and Security Specialist.

LAW ENFORCEMENT AGENCY shall provide coverage of an SRO during any time in which the SRO will be off campus of the school to include, but not be limited to vacations, sick leaves, other leaves of absence or due to other related assignments.

8. Hours of Assignment. The SROs will be stationed at the three (3) designated schools for eighty (80) hours per two-week period, Monday through Friday, as assigned and scheduled by the respective school principal and as approved by the LAW ENFORCEMENT AGENCY.

9. Additional Hours of Assignment. Additional hours of assignment during a two-week period may be made with prior approval of the LAW ENFORCEMENT AGENCY, if requested by the respective school principal. If the additional hours worked require that overtime be paid to the SROs, the SCHOOL BOARD will reimburse the LAW ENFORCEMENT AGENCY for overtime paid at the SRO's existing pay rate.

10. Off Campus Assignments. Upon the request of the respective school principal and with the prior approval of the LAW ENFORCEMENT AGENCY, an SRO's duties may occasionally include his/her assignment at school functions and activities that are held off campus.

11. Reassignment in Emergency Situations. Nothing in this Agreement shall prevent or interfere with the ability of the LAW ENFORCEMENT AGENCY to temporarily withdraw an assigned SRO from his/her post at the three (3) designated schools to respond to emergency situations as determined in the sole judgment and discretion of the LAW ENFORCEMENT AGENCY.

12. Supervising Authority. During the term of this Agreement, the SROs assigned shall remain employees of the LAW ENFORCEMENT, under the authority of the chain of command of the LAW ENFORCEMENT AGENCY and subject to all other rules and regulations of the LAW ENFORCEMENT AGENCY. The SROs will report to their respective school principal for assignment of duties and work schedules, including the extracurricular activities during the regular school day for up to eighty (80) hours for each officer per two-week period. Each SRO shall remain, at all times, an employee of the LAW ENFORCEMENT AGENCY. Workers

Compensation coverage, as required by law, will be provided for the officer by the LAW ENFORCEMENT AGENCY.

13. Salary and Benefits. The LAW ENFORCEMENT AGENCY will provide the salary and benefits to each SRO assigned, including uniforms and equipment and any applicable overtime pay as agreed to above.

14. Vehicle. The LAW ENFORCEMENT AGENCY will provide vehicles for SROs if or when determined necessary by the LAW ENFORCEMENT AGENCY.

15. Threats to School Safety.

A. Pursuant to Section 1006.13(4), *Florida Statutes*, any acts that pose a threat to school safety, whether committed by a student or adult, shall be reported to the School Principal, or his or her designee, who shall report the acts to the SRO and the School Board's School Safety Specialist.

B. If requested by the School Principal, or his or her designee, the SRO, or other appropriate law enforcement officers, shall assist in the investigation of the acts that pose a threat to school safety; upon conclusion of the investigation, the SRO shall report the findings of the investigation to the School Board's School Safety Specialist to properly document the disposition of the incident. Additionally, the School Principal, or his or her designee, shall consult with SRO concerning appropriate delinquent acts and crimes.

16. Termination of Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice. Notice shall be deemed given as of the date of deposit of such written NOTICE in the course of transmission in the United States Postal Service and addressed as follows:

SCHOOL BOARD:

Superintendent of Schools
School Board of Lake County
201 West Burleigh Boulevard
Tavares, FL 32778

LAW ENFORCEMENT
AGENCY:

Chief of Police
City of Leesburg Police Department

115 East Magnolia Street
Leesburg, FL 34748

Upon termination pursuant to this subsection, payment will be made by the SCHOOL BOARD or reimbursement made by the LAW ENFORCEMENT AGENCY based on a pro rata charge for services for that portion of the school year covered by this Agreement prior to termination.

17. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereto and supersedes all prior Agreements, representations and understandings either oral, written or otherwise relating thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

“SCHOOL BOARD”

**THE SCHOOL BOARD OF LAKE COUNTY,
FLORIDA**

By: _____
William J. Mathias, Chairperson

Date: _____

Approved as to form:

Attest: _____
Diane S. Kornegay, Superintendent

School Board Attorney

“LAW ENFORCEMENT AGENCY”

CITY OF LEESBURG

By: _____
John Christian, Mayor

Date: _____

Approved as to form:

Attest: _____
City Clerk

Fred Morrison, City Attorney

EXHIBIT "A"

In addition to the routine duties and responsibilities of the SROs, the SROs shall have the following specific duties and responsibilities:

1. Each SRO shall at all times perform his/her duties in accordance with City of Leesburg Police Department's standard operating procedures.
2. The SROs shall serve as resource instructors providing programs in crime prevention that encourage students to become responsible citizens.
3. The SROs shall also assist the orderly flow of traffic on school grounds.
4. Each SRO shall maintain all law enforcement powers, duties, and responsibilities inclusive of his/her position as City of Leesburg Police Officers while assigned to the SRO program.
5. Each SRO shall be responsible to his/her agency in all matters relating to employment, however, activities conducted by the SROs which are part of the regular school instruction program shall be under the direction of the principal or his/her designee.
6. Each SRO shall be at his/her school during normal school hours of operation and shall utilize the school's computer-based management system to sign in and out to verify attendance. During times that the SROs are unable to be on campus or need to leave campus, those times will be coordinated with the principal or his/her designee and each SRO's supervisor. The SRO supervisor will assure that the School has a replacement SRO on campus.
7. The SROs shall perform such duties as directed by his/her agency when school is not in session. The principal or his/her designee shall advise the Officers' supervisor of the school's calendar.
8. The SROs may contact students during school hours in conjunction with a criminal investigation so long as such contact does not interfere with or impede the orderly operation of the school or the rights of the individual students.
9. All student record information will be maintained in accordance with the provisions of Florida Statutes.
10. The SROs shall interface with students between class breaks, during lunch periods, before and after school and at school activities at which the SROs are in attendance. The SROs will not be assigned to a permanent school related duty post so as not to establish predictable patterns.
11. In the interest of maintaining a safe and orderly school environment, student and campus supervision is of critical importance. The SROs shall take a prominent role in supervision responsibilities, which shall be coordinated with and agreed to by the SROs and the designated

school principal. While school is in session, the SROs shall be present on and around the school campus except as permitted in paragraph 6 of this Exhibit A.

12. The SROs will serve as a referral resource for students, faculty and parents to community agencies.

13. The SROs will serve as a Law Enforcement resource to school administration and the district manager of security services.

14. The SROs shall be familiar and offer support with the plans and strategies for the prevention and control of dangerous situations at the school.

15. The SROs will coordinate activities with the school administration and the school guidance department in an effort to identify those students who exhibit indications of early delinquent behavior.

16. The SROs shall attend meetings of school faculty and requested administrative meetings during school hours on a regular basis.

17. The SROs shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, the principal shall contact the SROs for any violations of the law, and the SROs shall determine whether law enforcement action is appropriate.

18. The SROs shall take law enforcement action as necessary and as permitted under Florida law and shall inform the school principal of such action unless it would impede a criminal investigation, under such circumstances as practical. The SROs shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SROs may do so under the authority of law. Whenever practical, the SROs shall advise the principal before requesting additional law enforcement assistance on campus.

19. The SROs shall be informed by school personnel of any situation occurring on school grounds that would appear to be a violation of the law of criminal nature.

20. The SROs shall maintain detailed accurate records of his/her activities, and provide a written monthly report to the LAW ENFORCEMENT AGENCY who shall provide such information to the Safe Schools Department of the SCHOOL BOARD.

21. The SROs and school administration shall work together to keep each other informed during the course of all criminal investigations as permitted by law and as practical. This provision shall not be interpreted so as to interfere with or impede the SROs' law enforcement duties, obligations and/or powers.

22. The SROs shall work with school administration when determining whether an arrest should be made, or if there is an alternative solution to the incident which would still be in compliance with Florida law. The final decision on whether arrest is appropriate will lie with the

attending SRO or other law enforcement officer on scene at the incident. This provision shall not be interpreted so as to interfere with or impede the SROs' law enforcement duties, obligations or powers.

23. The SROs shall affect a physical arrest for felonies committed on school grounds, particularly those that are "Zero Tolerance", as permitted by law.

24. The SROs shall give assistance to other law enforcement officers and government agencies in matters regarding his/her school assignment, whenever necessary.

25. The parties shall comply with the provisions of the Family Educational Rights and Privacy Act ("FERPA").

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: June 14, 2021

From: Dan Miller, (Planning and Zoning Manager)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 32.68 +/- acres; being generally located on the south side of County Road 48, east of County Road 33, lying in Section 15, Township 20 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Sundance Subdivision)

Staff Recommendation:

The Planning and Zoning staff and the Planning Commission recommend approval of the proposed ordinance for annexation of the Sundance Subdivision.

Analysis:

The applicant has submitted a request for annexation of approximately 32.68 acres of land generally located on the south side of County Road 48, east of County Road 33, as shown on the attached General Location Map. At this time, the property is agriculture and one single-family dwelling unit. The current zoning is Lake County A (Agriculture); the proposed zoning is City PUD (Planned Unit Development). The reason for this request is to attain water and sewer service. The proposal for the property is for a future single-family residential subdivision.

The property is surrounded by Lake County MP (Planned Industrial District), Lake County R-6 (Urban Residential District), Lake County HM (Heavy Industrial District), Lake County R-1 (Rural Residential), Lake County C-2 (Community Commercial District), and Lake County R-7 (Mixed Residential District). Under the conditions of the PUD (Planned Unit Development) zoning case, which is also on this agenda, no negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda, is a Large-Scale Comprehensive Plan Amendment, which along with the Planned Unit Development Application, have recommendations for approval from the staff and Planning Commission. The Planning Commission held a public hearing on this request on April 22,

2021, and by a vote of 6-0 recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested annexation. This would give the City jurisdiction over the use and future development of the subject site and provide for the application of City standards to this property; or
2. Disapprove the proposed annexation and allow the property to remain in the county; or
3. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

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

Submission Date and Time: 6/9/2021 8:22:50 AM

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 32.68 +/- ACRES; BEING GENERALLY LOCATED ON THE SOUTH SIDE OF COUNTY ROAD 48, EAST OF COUNTY ROAD 33, LYING IN SECTION 15, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 3; AND PROVIDING AN EFFECTIVE DATE. (SUNDANCE SUBDIVISION)

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

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

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

Section 1.

Based upon the petition of Germana Engineering and Associates, LLC, (Richard E. Bosserman, 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.

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 immediately upon approval at second reading.

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

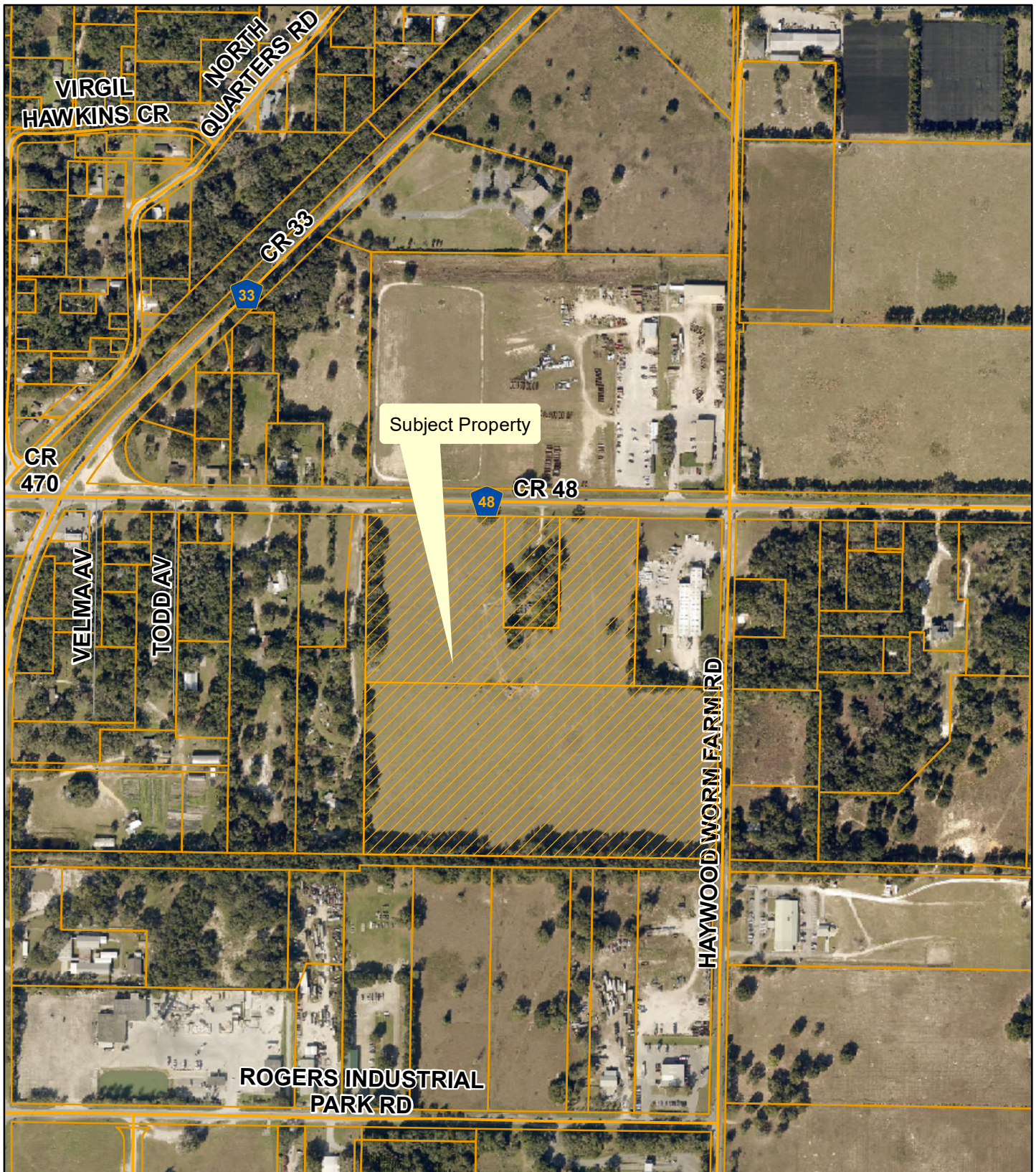
THE CITY OF LEESBURG, FLORIDA

Mayor

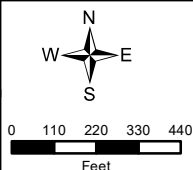
ATTEST:

City Clerk

Aerial

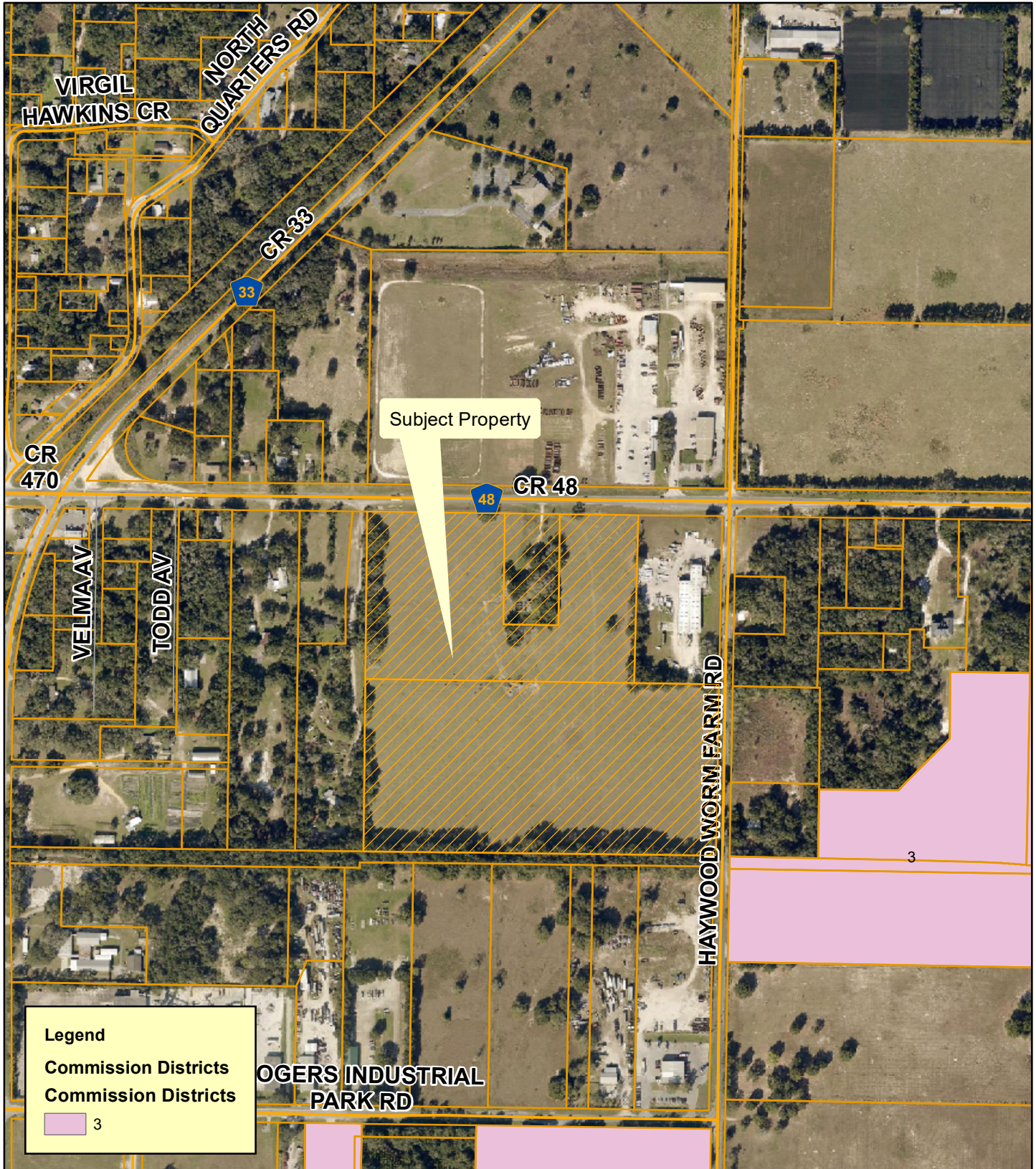


**Planning
& Zoning
Division**

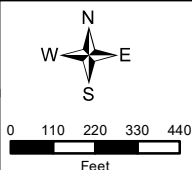


LSCP-21-29; PUD-21-28 - Sundance Subdivision
AK#s: 1111005; 1295815; 3319796
Section 15, Township 20, Range 24
March 8, 2021

Commission District

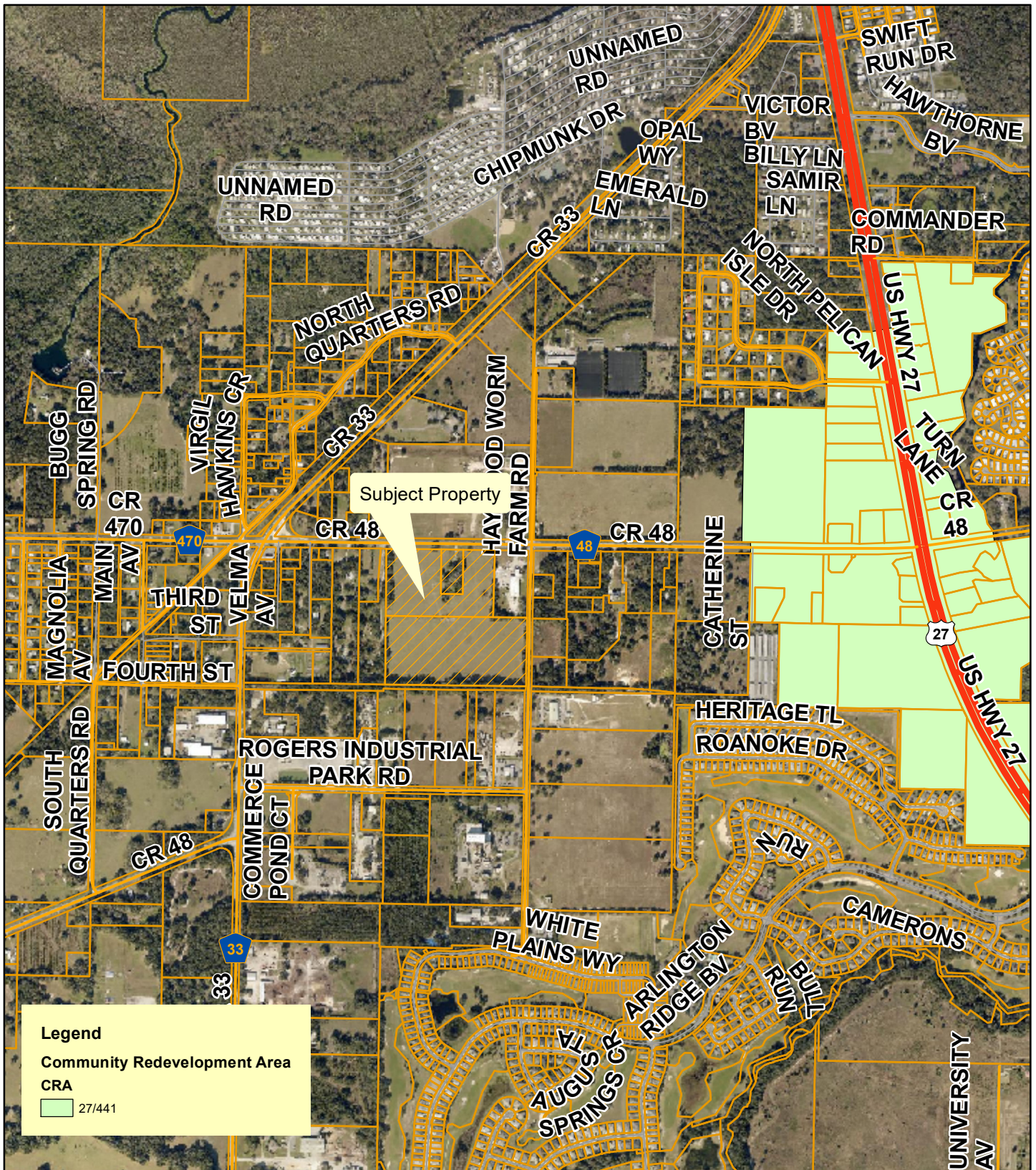


**Planning
& Zoning
Division**

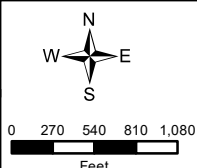


LSCP-21-29; PUD-21-28 - Sundance Subdivision
 AK#s: 1111005; 1295815; 3319796
 Section 15, Township 20, Range 24
 March 8, 2021

Community Redevelopment Areas



Planning & Zoning Division



LSCP-21-29; PUD-21-28 - Sundance Subdivision
AK#s: 1111005; 1295815; 3319796
Section 15, Township 20, Range 24
March 8, 2021

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

DATE: April 22, 2021
OWNER: 33 AC SR 48, LLC
PETITIONER: Germana Engineering and Associates, LLC
PROJECT: Sundance Subdivision
REQUEST: Future Land Use of Estate Residential; Zoning of PUD (Planned Unit Development)
CASE NO.: LSCP-21-29; PUD-21-28

GENERAL LOCATION: The property is generally located on the south side of County Road 48, west of County Road 33.

FUTURE LAND USE DESIGNATION: Lake County Regional Office

SURROUNDING FUTURE LAND USE DESIGNATION:

North —	Lake County Regional Office
South —	Lake County Industrial
West —	Lake County Urban Medium
East —	Lake County Urban Medium

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County Agriculture

SURROUNDING ZONING DESIGNATIONS:

North —	Lake County MP (Planned Industrial)
South —	Lake County R-6 (Urban Residential); Lake County HM (Heavy Industrial)
West —	Lake County A (Agriculture); Lake County R-6 (Urban Residential)
East —	Lake County LM (Light Industrial); Lake County R-1 (Rural Residential)

PROPOSED ZONING DESIGNATION: City of Leesburg PUD (Planned Unit Development)

EXISTING LAND USE: Agricultural/single family dwelling unit

SURROUNDING LAND USE:

North —	Light Manufacturing
South —	Office; Vacant Industrial; Service Shop
West —	Residential
East —	Residential; Light Manufacturing; Vacant Commercial

PROPOSED LAND USE: Residential subdivision

Sundance Subdivision: ANN-21-30

Legal Description

LEGAL DESCRIPTION: (PER ORB. 4051, PG. 1522)

Lots 13, 14, 15 and 16, in Roadside Subdivision, according to the Plat thereof, as recorded in Plat Book 9, Page 62, Public Records of Lake County, Florida.

LESS the right-of-way for Atlantic Coastline Railroad along the South lot line of said Lot 13 thereof.

Also, LESS that part of Haywood Worm Farm Road over the East lot lines of said Lot 13, 14, 15 and 16 thereof.

AND

The West 3/4 of the North 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 15, Township 20 South, Range 24 East, Lake County, Florida.

LESS the right-of-way for State Road No. 48 along the North lot line thereof.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.2.

Meeting Date: June 14, 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, Florida, changing the Future Land Use Map Designation of certain property containing 32.68 +/- acres from Lake County Regional Office to City of Leesburg Estate Residential, for a property generally located on the south side of County Road 48, east of County Road 33, as legally described in Section 15, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Sundance Subdivision)

Staff Recommendation:

The Planning and 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 32.68 +/- acres from Lake County Regional Office to City of Leesburg Estate Residential.

Analysis:

The project site is approximately 32.68 acres. The property is generally located on the south side of County Road 48, east of County Road 33. Currently, the property is in agricultural uses with one single family dwelling unit. The proposed use is for a single-family residential subdivision. The surrounding Future Land Use Map designations of Lake County MP (Planned Industrial), Lake County R-6 (Urban Residential), Lake County HM (Heavy Industrial), Lake County A (Agriculture), Lake County R-6 (Urban Residential), Lake County LM (Light Industrial), and Lake County R-1 (Rural Residential) 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 April 22, 2021 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested large-scale comprehensive plan amendment from Lake County Regional Office to City of Leesburg Estate Residential; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

There is no direct fiscal impact to the City for this action. Future development of the property will increase this anticipated impact from collection of impact fees, ad valorem taxes, and utility charges. Future development of this site will create a substantial positive impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

Submission Date and Time: 6/9/2021 8:24:44 AM

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 32.68 +/- ACRES FROM LAKE COUNTY REGIONAL OFFICE TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED ON THE SOUTH SIDE OF COUNTY ROAD 48, EAST OF COUNTY ROAD 33, AS LEGALLY DESCRIBED IN SECTION 15, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (SUNDANCE SUBDIVISION)

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 32.68 acres of land generally located on the south side of County Road 48, east of County Road 33 from Lake County Regional Office to City of Leesburg Estate Residential, as shown on the revised map of said area, lying in Section 15, Township 20 South, Range 24 East, Lake County Florida;

Section 2.

That this amendment is 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, FLORIDA

Mayor

ATTEST:

City Clerk

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

DATE: April 22, 2021
OWNER: 33 AC SR 48, LLC
PETITIONER: Germana Engineering and Associates, LLC
PROJECT: Sundance Subdivision
REQUEST: Future Land Use of Estate Residential; Zoning of PUD (Planned Unit Development)
CASE NO.: LSCP-21-29; PUD-21-28

GENERAL LOCATION: The property is generally located on the south side of County Road 48, west of County Road 33.

FUTURE LAND USE DESIGNATION: Lake County Regional Office

SURROUNDING FUTURE LAND USE DESIGNATION:

North —	Lake County Regional Office
South —	Lake County Industrial
West —	Lake County Urban Medium
East —	Lake County Urban Medium

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County Agriculture

SURROUNDING ZONING DESIGNATIONS:

North —	Lake County MP (Planned Industrial)
South —	Lake County R-6 (Urban Residential); Lake County HM (Heavy Industrial)
West —	Lake County A (Agriculture); Lake County R-6 (Urban Residential)
East —	Lake County LM (Light Industrial); Lake County R-1 (Rural Residential)

PROPOSED ZONING DESIGNATION: City of Leesburg PUD (Planned Unit Development)

EXISTING LAND USE: Agricultural/single family dwelling unit

SURROUNDING LAND USE:

North —	Light Manufacturing
South —	Office; Vacant Industrial; Service Shop
West —	Residential
East —	Residential; Light Manufacturing; Vacant Commercial

PROPOSED LAND USE: Residential subdivision

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

DATE: March 29, 2021
OWNER: 33 AC SR 48, LLC
PETITIONER: Germana Engineering and Associates, LLC
PROJECT: Sundance Subdivision
REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential and zoning to PUD (Planned Unit Development)
CASE NO.: LSCP 21-29; PUD-21-28

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 4/16/21

FIRE

No comments from Fire Department. Amanda Stevenson 4/5/21

ELECTRIC

This is outside Leesburg Electric's territory. Steve Davis 3/31/21

GAS

No comments received as of 4/16/21

GIS

GIS has no comments. Tammy Magamoll 3/31/21

BUILDING

No comments received as of 4/16/21

PUBLIC WORKS

Public Works has no issues with this proposal. Clifford Kelsey 4/12/21

ADDRESSING

No comments received as of 4/16/21

ECONOMIC DEVELOPMENT

No comments received as of 4/16/21

LAKE COUNTY PUBLIC WORKS

Lake County Public Works has the attached comments for the Sundance Subdivision PUD and markup suggestion for the concept plan. Thanks Seth Lynch 4/6/21

LAKE COUNTY SCHOOLS

Please find attached the Adequate Public Facilities Determination for Sundance Subdivision. Same comment – School Concurrency review required. Proportionate share mitigation may be required at that time. Thanks, Helen LaValley 4/6/21

PUBLIC RESPONSES

Approval

1 approval

Disapproval

1 disapproval

No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

OWNER: 33 AC SR 48, LLC
PROJECT: Sundance Subdivision
REQUEST: Future Land Use of Estate Residential
CASE NO.: LSCP-21-29
MEETING DATE: April 22, 2021

THE PLANNING & ZONING DIVISION RECOMMENDS:

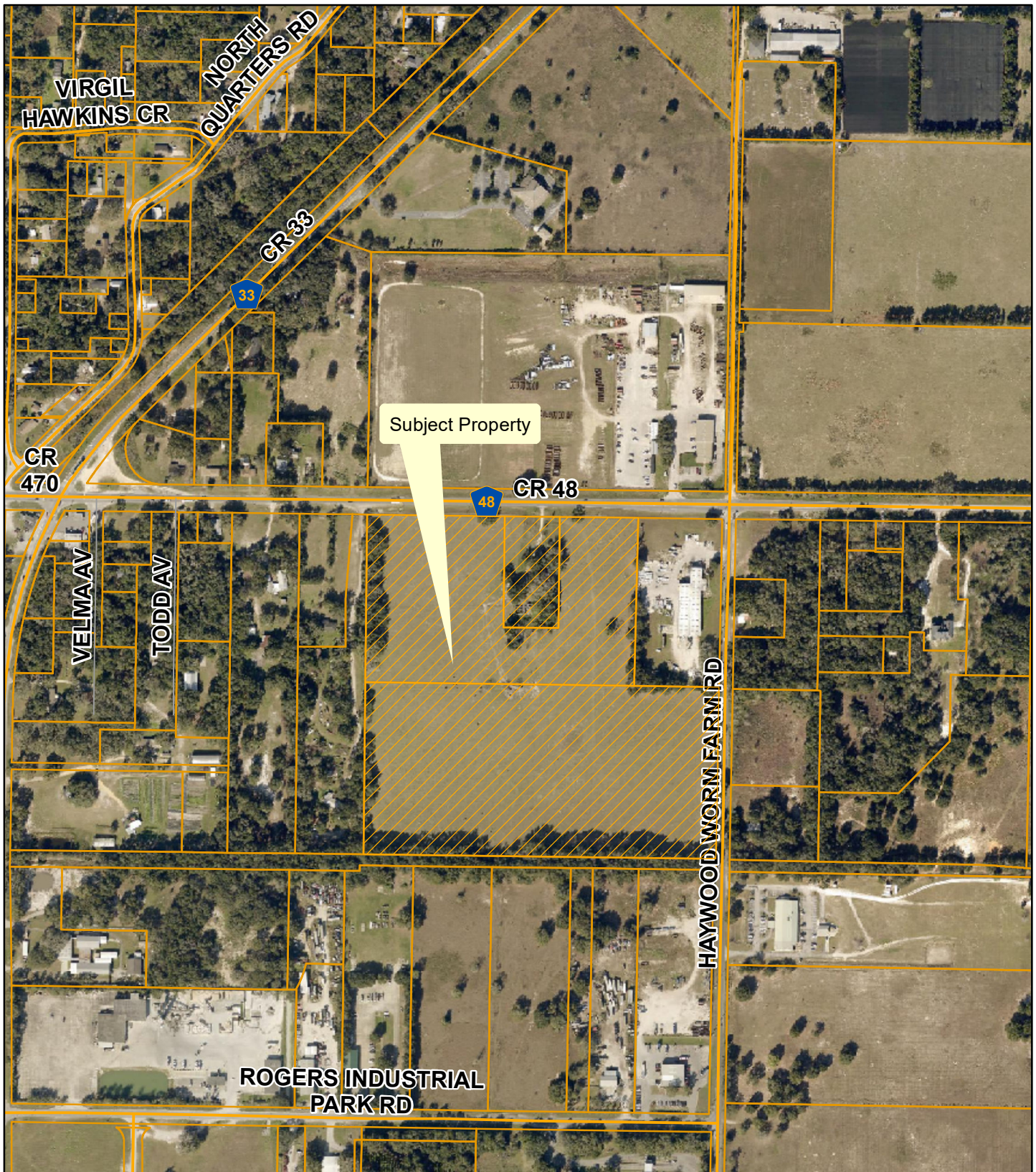
APPROVAL of the request **for the following reason(s):**

1. This project meets the requirements of Chapter 163.3184 Florida Statutes, for Large Scale Comprehensive Plan Amendments.
2. The proposed request, as conditioned in City of Leesburg case number PUD 21-28, is compatible with the adjacent future land use designations of Lake County Regional Office, Lake County Industrial, and Lake County Urban Medium.
3. The proposed request as conditioned in City of Leesburg Case number PUD 21-28, is compatible with the current surrounding zoning districts in Lake County of MP (Planned Industrial), R-6 (Urban Residential), HM (Heavy Industrial), A (Agriculture), R-6 (Urban Residential), LM (Light Industrial), and R-1 (Rural Residential).
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.

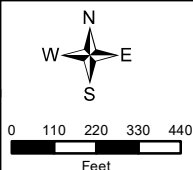
Action Requested:

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

Aerial

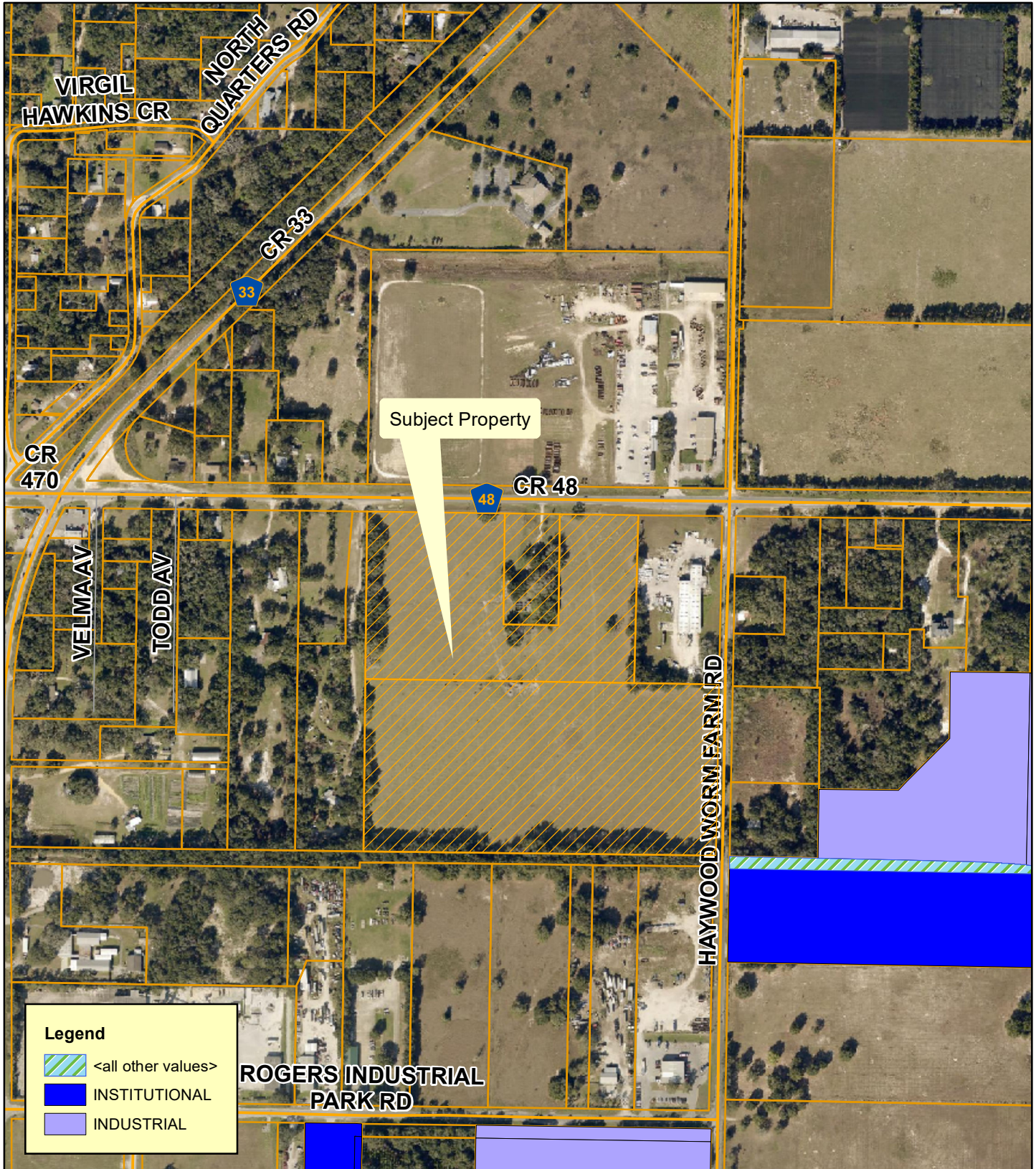


**Planning
& Zoning
Division**

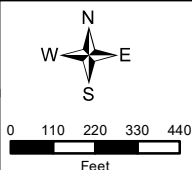


LSCP-21-29; PUD-21-28 - Sundance Subdivision
AK#s: 1111005; 1295815; 3319796
Section 15, Township 20, Range 24
March 8, 2021

Future Land Use

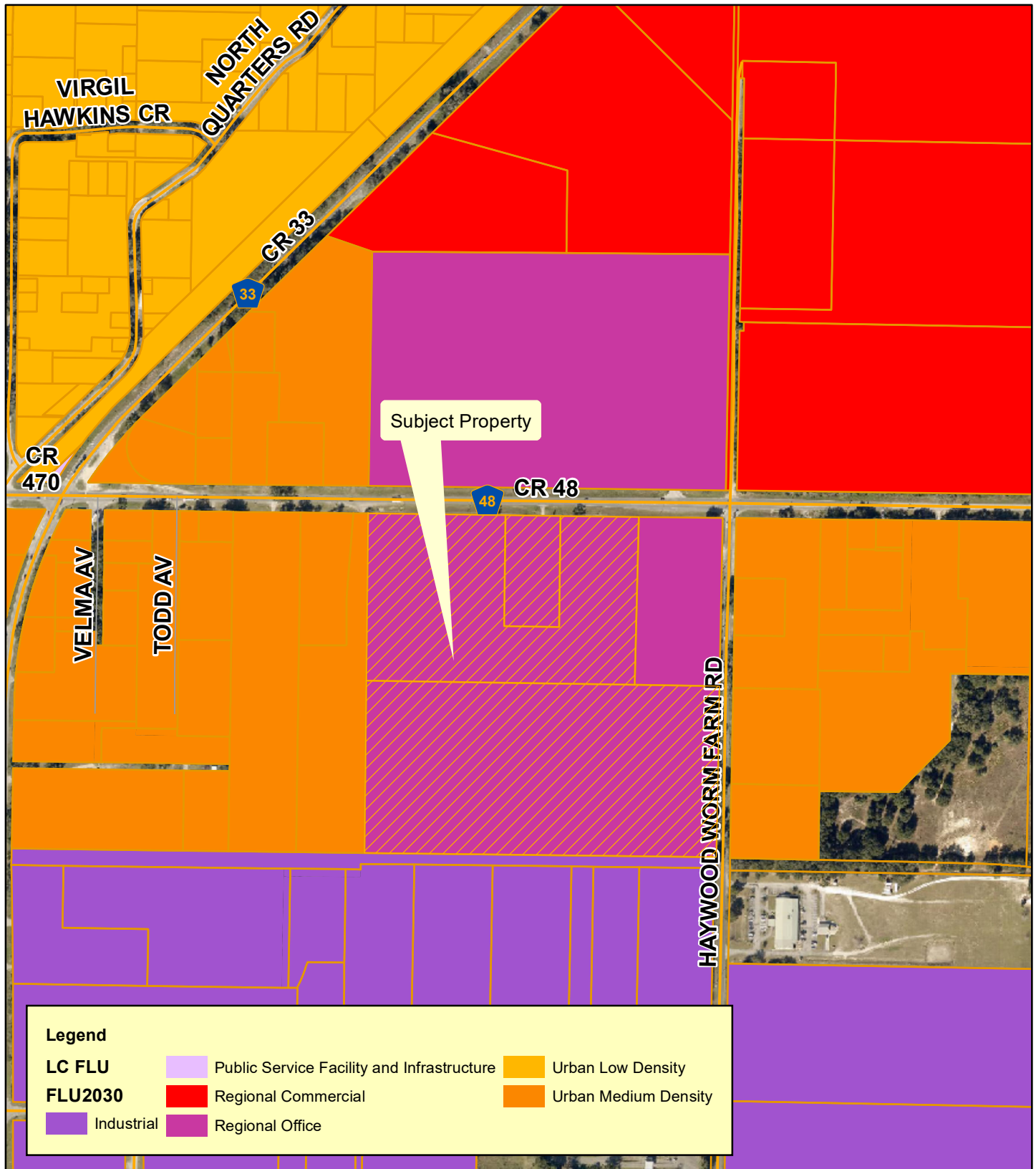


**Planning
& Zoning
Division**

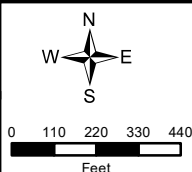


LSCP-21-29; PUD-21-28 - Sundance Subdivision
 AK#s: 1111005; 1295815; 3319796
 Section 15, Township 20, Range 24
 March 8, 2021

Lake County Future Land Use



**Planning
& Zoning
Division**



LSCP-21-29; PUD-21-28 - Sundance Subdivision
 AK#s: 1111005; 1295815; 3319796
 Section 15, Township 20, Range 24
 March 8, 2021

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.3.

Meeting Date: June 14, 2021

From: Dan Miller, (Planning and Zoning Manager)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 32.68 +/- acres from Lake County A (Agriculture) to PUD (Planned Unit Development) to allow for a single-family residential development for a property generally located on the south side of County Road 48, east of County Road 33, as legally described in Section 15, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Sundance Subdivision).

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County A (Agriculture) to PUD (Planned Unit Development) to allow for a single-family residential development.

Analysis:

The project site is approximately 32.68 +/- acres, and is generally located on the south side of County Road 48, east of County Road 33 as shown on the attached maps. At this time, the property is in agricultural use with one single-family dwelling unit. The proposal will allow for a single-family residential development. The existing land uses surrounding the property are residential, and light manufacturing. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on April 22, 2021 and recommended approval.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

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

Submission Date and Time: 6/9/2021 8:26:03 AM

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 32.68 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR A SINGLE-FAMILY RESIDENTIAL DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED ON THE SOUTH SIDE OF COUNTY ROAD 48, EAST OF COUNTY ROAD 33, AS LEGALLY DESCRIBED IN SECTION 15, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (SUNDANCE SUBDIVISION).

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

Section 1.

Based upon the petition of Germana Engineering and Associates, LLC, (Richard E. Bosserman, agent) petitioner of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County A (Agriculture) to 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, FLORIDA

Mayor

ATTEST:

City Clerk



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

OWNER: 33 AC SR 48, LLC
PROJECT: Sundance Subdivision
REQUEST: PUD (Planned Unit Development) zoning
CASE NO.: PUD-21-28
MEETING DATE: April 22, 2021

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request **for the following reason(s):**

1. The proposed request to rezone the subject property from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development), as conditioned, is compatible with adjacent property in Lake County zoned in industrial and residential districts, including MP (Planned Industrial), HM (Heavy Industrial), R-6 (Urban Residential), and R-1 (Rural Residential).
2. The proposed request, as conditioned, is compatible with surrounding Future Land Use designations of Regional Office, Industrial and Urban Medium Density, as well as with the proposed City of Leesburg Future Land Use designation of Estate.
3. 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 Lake County A (Agriculture) to PUD (Planned Unit Development) with the SUNDANCE SUBDIVISION PUD (PLANNED UNIT DEVELOPMENT CONDITIONS), attached as Exhibits A-C hereto, dated April 22, 2021 and forward to the City Commission for consideration.

**SUNDANCE SUBDIVISION
PUD (PLANNED UNIT DEVELOPMENT CONDITIONS)
April 22, 2021**

These Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district are granted by the City of Leesburg Planning Commission, Lake County, Florida to **Roper Real Estate, Inc, P.O. Box 770961, Winter Garden, Florida, 34777-0961 “Permittee” (Chris Germana, Germana Engineering, Petitioner)**, 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 desirous of obtaining a Planned Unit Development (PUD) zoning district to allow future construction of a proposed residential development consisting of a maximum of 130 single family residential units on approximately 33 acres, generally located on the north side of County Road 48, approximately 1,200 feet east of County Road 33, and west of Haywood Worm Farm 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 **Roper Real Estate, Inc, P.O. Box 770961, Winter Garden, Florida, 34777-0961 “Permittee” (Chris Germana, Germana Engineering, “Permittee”)**, to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.
2. **LEGAL DESCRIPTION**
See attached **Exhibit B, Legal Description**.

3. LAND USE

The above-described property, containing approximately 33 acres, shall be used for platted single-family residential development, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

- 1) Detached single family residential units
- 2) Accessory structures for residential uses
- 3) Sales office in a single-family unit
- 4) Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar
- 5) Temporary modular sales center office (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

B. Prohibited Uses

- 1) Townhouses
- 2) Multi-family units (Apartments)
- 3) Commercial uses (as a primary use)
- 4) All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

4. DEVELOPMENT STANDARDS

A. The project shall contain a maximum of 130 single family residential units, at a gross density not to exceed 3.9 units per acre on the approximately 33-acre site, as shown on **Exhibit C, Conceptual Development Plan**.

B. A mix of lot sizes is permitted as long as all lots are equal to or larger than the required minimums.

C. Along each street, homes with the same architectural design shall not be immediately adjacent (side by side) or directly across from a lot with the same design. Facades may be varied to meet this requirement. The maximum impervious surface for the project shall be 70%. Community and private swimming pools shall not count toward the impervious surface calculation.

D. The minimum lot development standards shall be:

- 1) For all lots:
 - a. Minimum house size: 1,600 square feet.
 - b. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
 - c. Minimum lot size shall be 6000 square feet.
 - d. Minimum width 50 feet
 - e. Minimum depth 120 feet
 - f. Minimum building setbacks:

Front – 20 feet;
Rear – 18 feet;
Side – 5 feet;
Corner Side – 15 feet.
Porch – 14 feet (porch must be a minimum width of 6 feet).

2) 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 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 shown in **Exhibit D, Building Elevations** herein are considered to meet the requirements of this section.

6. **LANDSCAPING & BUFFER REQUIREMENTS**

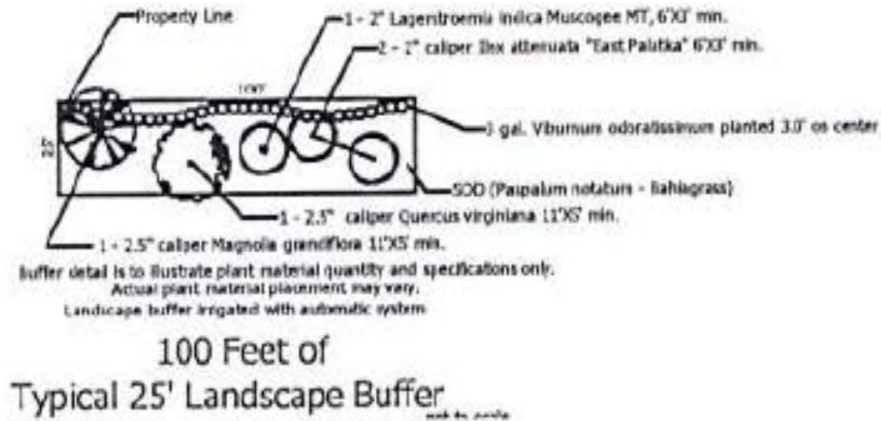
- A. A minimum twenty-five (25) foot buffer tract with plantings as shown in Figure A below, shall be provided along the entire boundary of the property. This landscape buffer shall be separate from all other platted lots, shall not be part of individually platted lots, and shall be a common area to be maintained by an entity such as a Property Owners or Homeowners Association.
- B. On the eastern and north eastern boundary of the property, in all areas adjacent to the property known as Lake County Alternate Key 1295556, a minimum six (6) foot solid wall shall be installed at the property line to provide a solid visual buffer between the subject property and the adjacent Industrial use. Fencing shall not be permitted in lieu of a wall.
- 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. A six-foot privacy fence, consisting of PVC or other such synthetic material, shall be installed along the western, southern and eastern boundary of the property in all areas not buffered by the wall required in Section 6.A. above.

- E. 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



- F. Variations to the landscape and buffering 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.
- G. The surveying of trees on the property shall be conducted as follows:
- 1) All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
 - 2) Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.

- 3) The tree survey shall be completed by a licensed surveyor.

7. SITE ACCESS AND SIGNAGE

- A. The main vehicular access to the project site shall be split between at least one entrance on County Road 48 and one on Haywood Worm Farm Road. 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) Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be approved by Lake County Public Works.
 - 2) Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
 - 3) The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.
- B. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.
- C. Each required access point shall provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height, on each side of the entryway. This may be used for signage per City of Leesburg Code of Ordinances, as amended.
- D. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Community Development Director or designee, where the architectural style would be in keeping with the intent of these sign regulations.

8. TRANSPORTATION IMPROVEMENTS

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

- B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, including any off-site improvements required by Lake County, the Lake-Sumter MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee.
- C. The Permittee shall provide necessary traffic improvements within and adjacent to the development as required by Lake County, the Lake-Sumter MPO and City of Leesburg.
- D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.
- E. The Permittee shall be responsible for obtaining all necessary Lake County permits and a copy of all permits shall be provided to the City of Leesburg.
- F. The City of Leesburg will not be responsible for the maintenance or repair of any of the roads or transportation improvements. 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 roads and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain one sidewalk. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

9. UTILITIES

Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
- B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering

agreement approved on new home projects in the city., including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.

- C. Developer shall be responsible for the installation of a natural gas water heater and natural gas furnace in eighty percent (80%) of all homes in the development.
- D. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

10. STORMWATER/DRAINAGE MANAGEMENT

All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's 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 50 feet from any wetland jurisdiction boundary.
- D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.
- E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.
- F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.
- G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.

- H. A map indicating the location of the 100-year flood plain.
- I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- J. Through the site plan review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USAGE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

13. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall consist of not less than 200 square feet of space per dwelling unit or 26,000 square feet (0.6 acres).
- B. Recreational requirements shall include at least one primary active recreation area. Recreation areas may include such uses as a children's playground with equipment, dog park area or gazebo, swimming pool, clubhouse or other amenities as reviewed and approved by staff. The primary recreational facility shall be constructed in conjunction with and completed no later than the completion of 50% of the approved number of residential units.
- C. Credit for recreational space shall be given for areas dedicated to recreational space, to include items such as a clubhouse with recreation room, swimming pool, outdoor cooking facilities such as grills, youth playgrounds, play courts, dog parks or other similar uses which will meet the intent of this document. Other similar uses which will meet the intent of this document may be supplied by the developer.
- D. Active recreational activity space shall be calculated at a rate of 1.25 times for activities such as, but not limited to:
 - 1) Trails, playgrounds, basketball, tennis, handball courts, etc.
 - 2) Community swimming pool, including the deck area surrounding such pools.
 - 3) Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreational purposes.

- 4) Other active recreational activities may be used for credit, subject to approval by the City of Leesburg.

14. MAINTENANCE

- A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A homeowner's association shall serve as an appropriate entity for all common properties within the development.

15. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. As part of the overall development process, if the project is constructed in phases, then plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

16. MISCELLANEOUS CONDITIONS

- 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 would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid water. No final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

- 1) Projected Capacities
 - 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, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.
- 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: (PER ORB. 4051, PG. 1522)

Lots 13, 14, 15 and 16, in Roadside Subdivision, according to the Plat thereof, as recorded in Plat Book 9, Page 62, Public Records of Lake County, Florida.

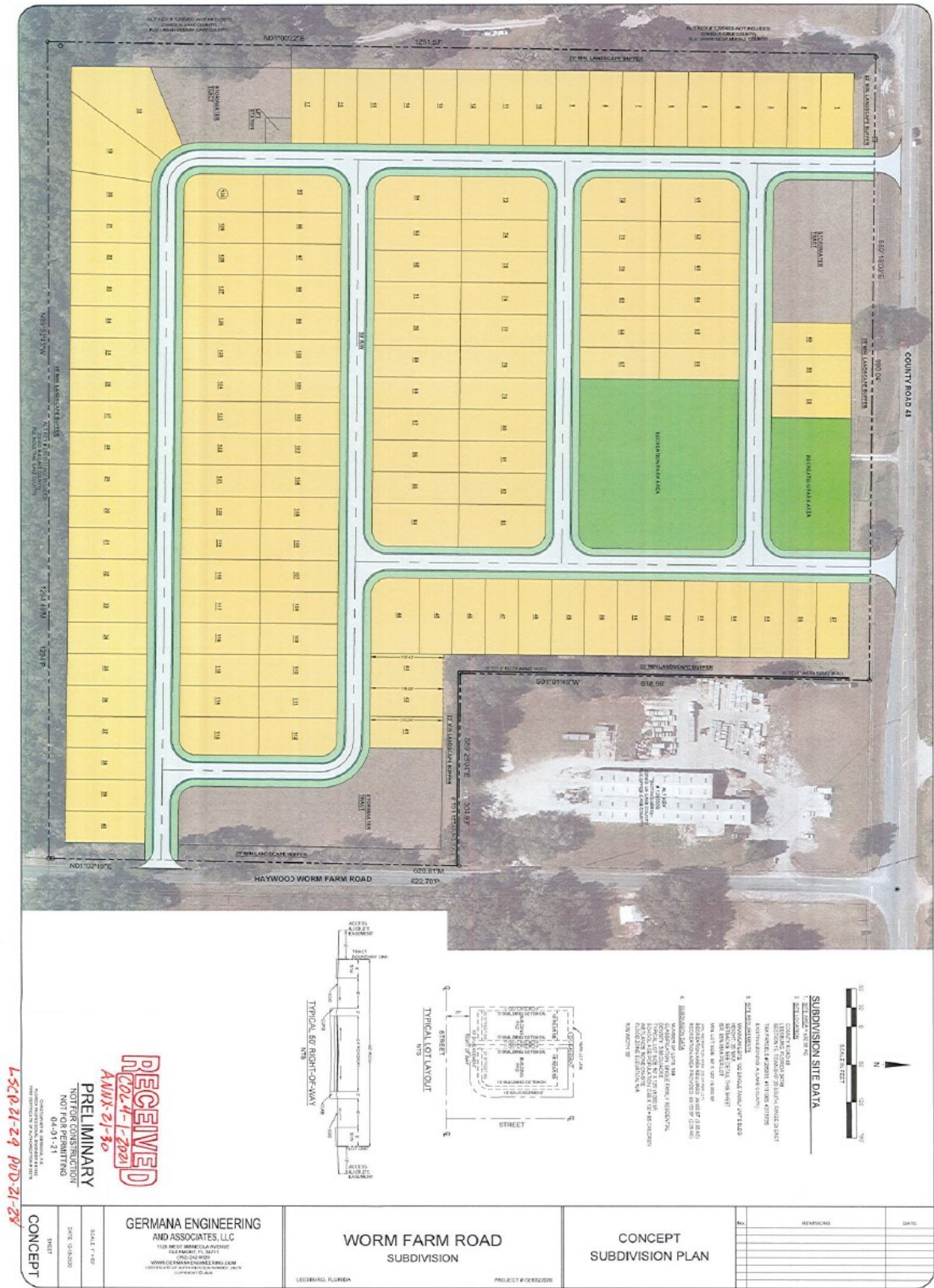
LESS the right-of-way for Atlantic Coastline Railroad along the South lot line of said Lot 13 thereof.

Also, LESS that part of Haywood Worm Farm Road over the East lot lines of said Lot 13, 14, 15 and 16 thereof.

AND

The West 3/4 of the North 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 15, Township 20 South, Range 24 East, Lake County, Florida.

LESS the right-of-way for State Road No. 48 along the North lot line thereof.



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

DATE: April 22, 2021
OWNER: 33 AC SR 48, LLC
PETITIONER: Germana Engineering and Associates, LLC
PROJECT: Sundance Subdivision
REQUEST: Future Land Use of Estate Residential; Zoning of PUD (Planned Unit Development)
CASE NO.: LSCP-21-29; PUD-21-28

GENERAL LOCATION: The property is generally located on the south side of County Road 48, west of County Road 33.

FUTURE LAND USE DESIGNATION: Lake County Regional Office

SURROUNDING FUTURE LAND USE DESIGNATION:

North —	Lake County Regional Office
South —	Lake County Industrial
West —	Lake County Urban Medium
East —	Lake County Urban Medium

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County Agriculture

SURROUNDING ZONING DESIGNATIONS:

North —	Lake County MP (Planned Industrial)
South —	Lake County R-6 (Urban Residential); Lake County HM (Heavy Industrial)
West —	Lake County A (Agriculture); Lake County R-6 (Urban Residential)
East —	Lake County LM (Light Industrial); Lake County R-1 (Rural Residential)

PROPOSED ZONING DESIGNATION: City of Leesburg PUD (Planned Unit Development)

EXISTING LAND USE: Agricultural/single family dwelling unit

SURROUNDING LAND USE:

North —	Light Manufacturing
South —	Office; Vacant Industrial; Service Shop
West —	Residential
East —	Residential; Light Manufacturing; Vacant Commercial

PROPOSED LAND USE: Residential subdivision

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

DATE: March 29, 2021
OWNER: 33 AC SR 48, LLC
PETITIONER: Germana Engineering and Associates, LLC
PROJECT: Sundance Subdivision
REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential and zoning to PUD (Planned Unit Development)
CASE NO.: LSCP 21-29; PUD-21-28

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 4/16/21

FIRE

No comments from Fire Department. Amanda Stevenson 4/5/21

ELECTRIC

This is outside Leesburg Electric's territory. Steve Davis 3/31/21

GAS

No comments received as of 4/16/21

GIS

GIS has no comments. Tammy Magamoll 3/31/21

BUILDING

No comments received as of 4/16/21

PUBLIC WORKS

Public Works has no issues with this proposal. Clifford Kelsey 4/12/21

ADDRESSING

No comments received as of 4/16/21

ECONOMIC DEVELOPMENT

No comments received as of 4/16/21

LAKE COUNTY PUBLIC WORKS

Lake County Public Works has the attached comments for the Sundance Subdivision PUD and markup suggestion for the concept plan. Thanks Seth Lynch 4/6/21

LAKE COUNTY SCHOOLS

Please find attached the Adequate Public Facilities Determination for Sundance Subdivision. Same comment – School Concurrency review required. Proportionate share mitigation may be required at that time. Thanks, Helen LaValley 4/6/21

PUBLIC RESPONSES

Approval

1 approval

Disapproval

1 disapproval

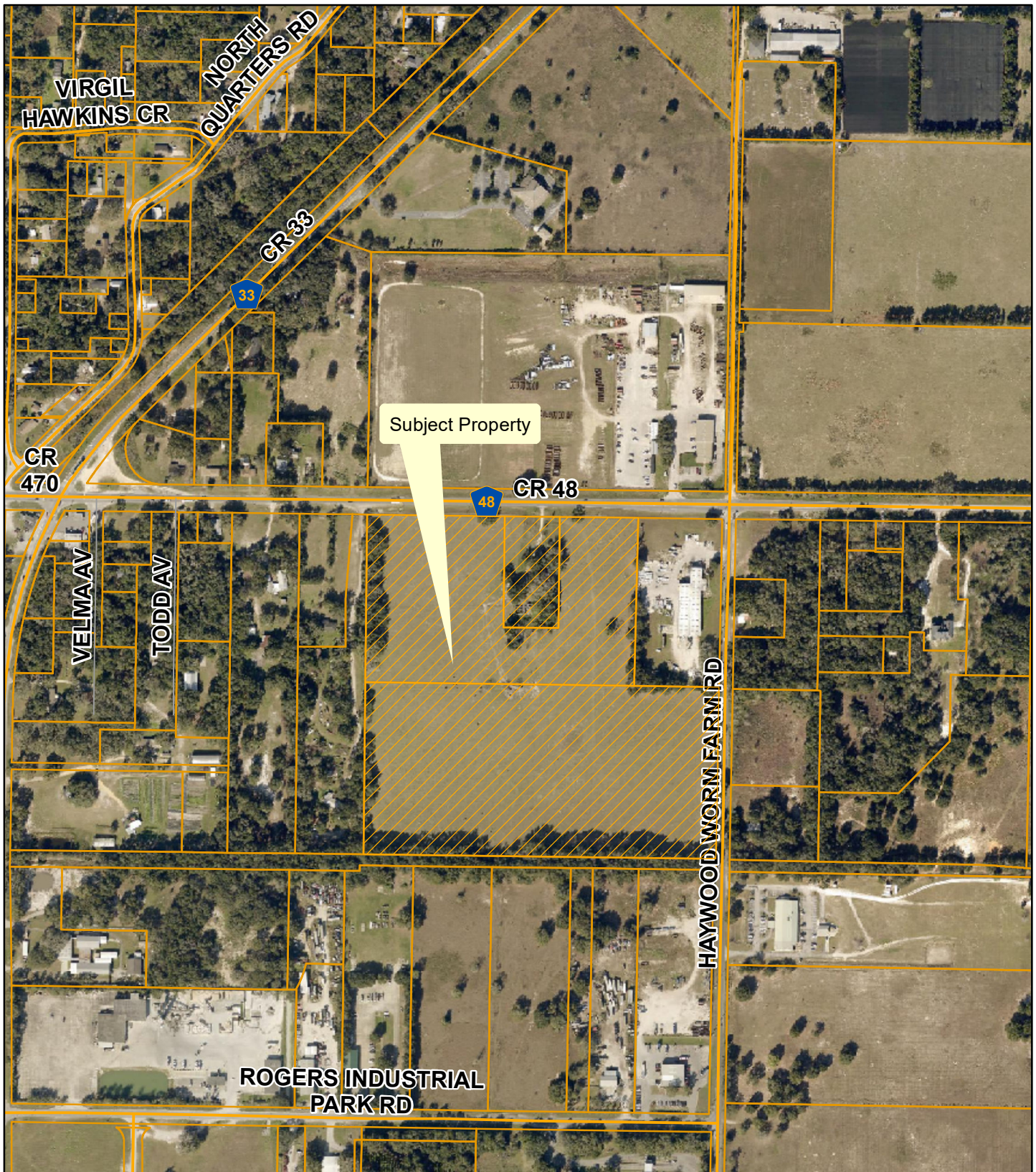
No comment

Notice of Appearance filed:

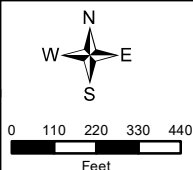
PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Aerial

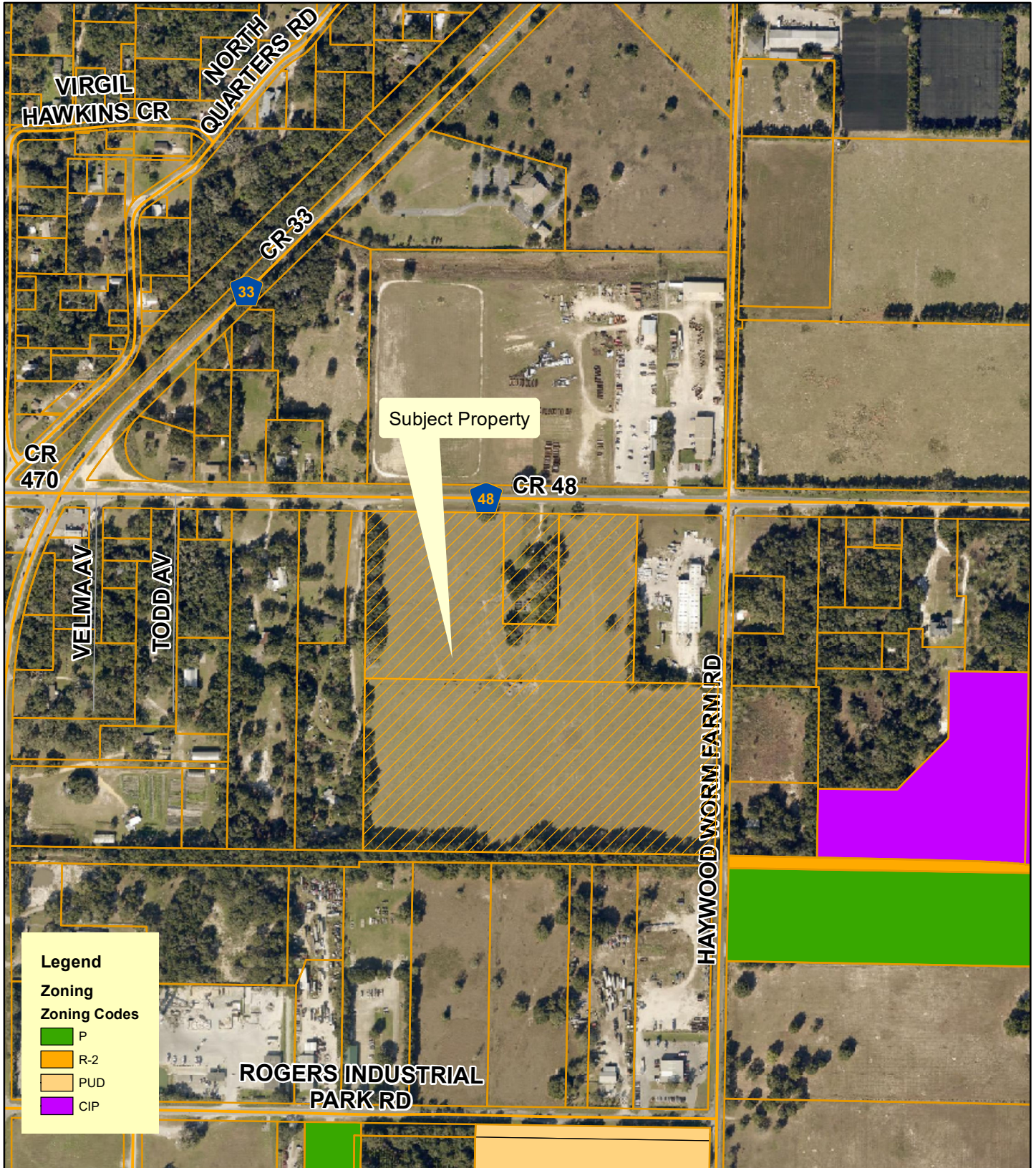


**Planning
& Zoning
Division**

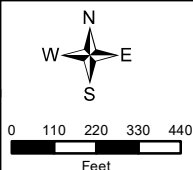


LSCP-21-29; PUD-21-28 - Sundance Subdivision
AK#s: 1111005; 1295815; 3319796
Section 15, Township 20, Range 24
March 8, 2021

Zoning

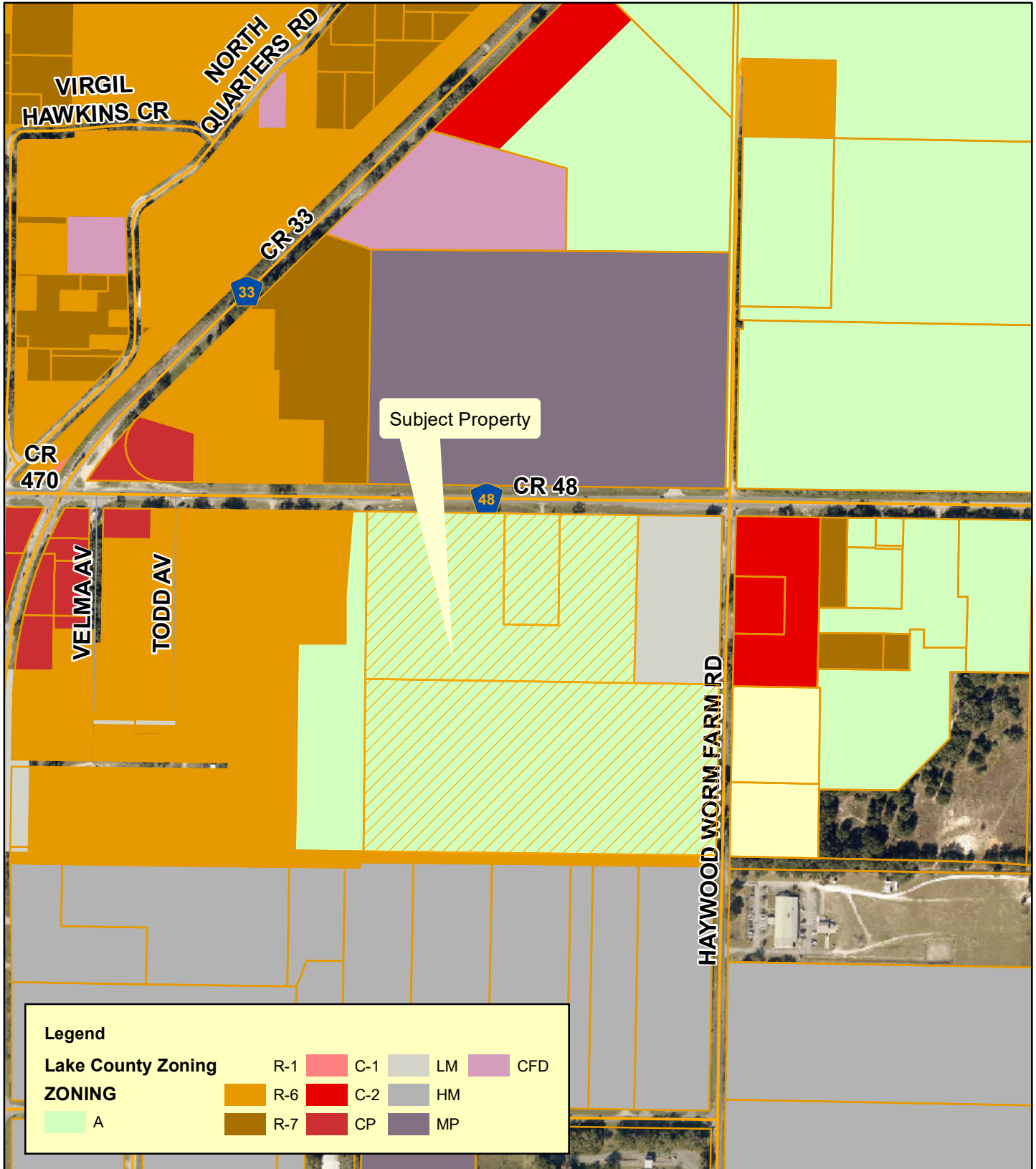


**Planning
& Zoning
Division**

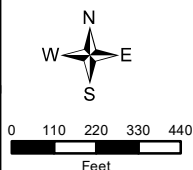


LSCP-21-29; PUD-21-28 - Sundance Subdivision
AK#s: 1111005; 1295815; 3319796
Section 15, Township 20, Range 24
March 8, 2021

Lake County Zoning

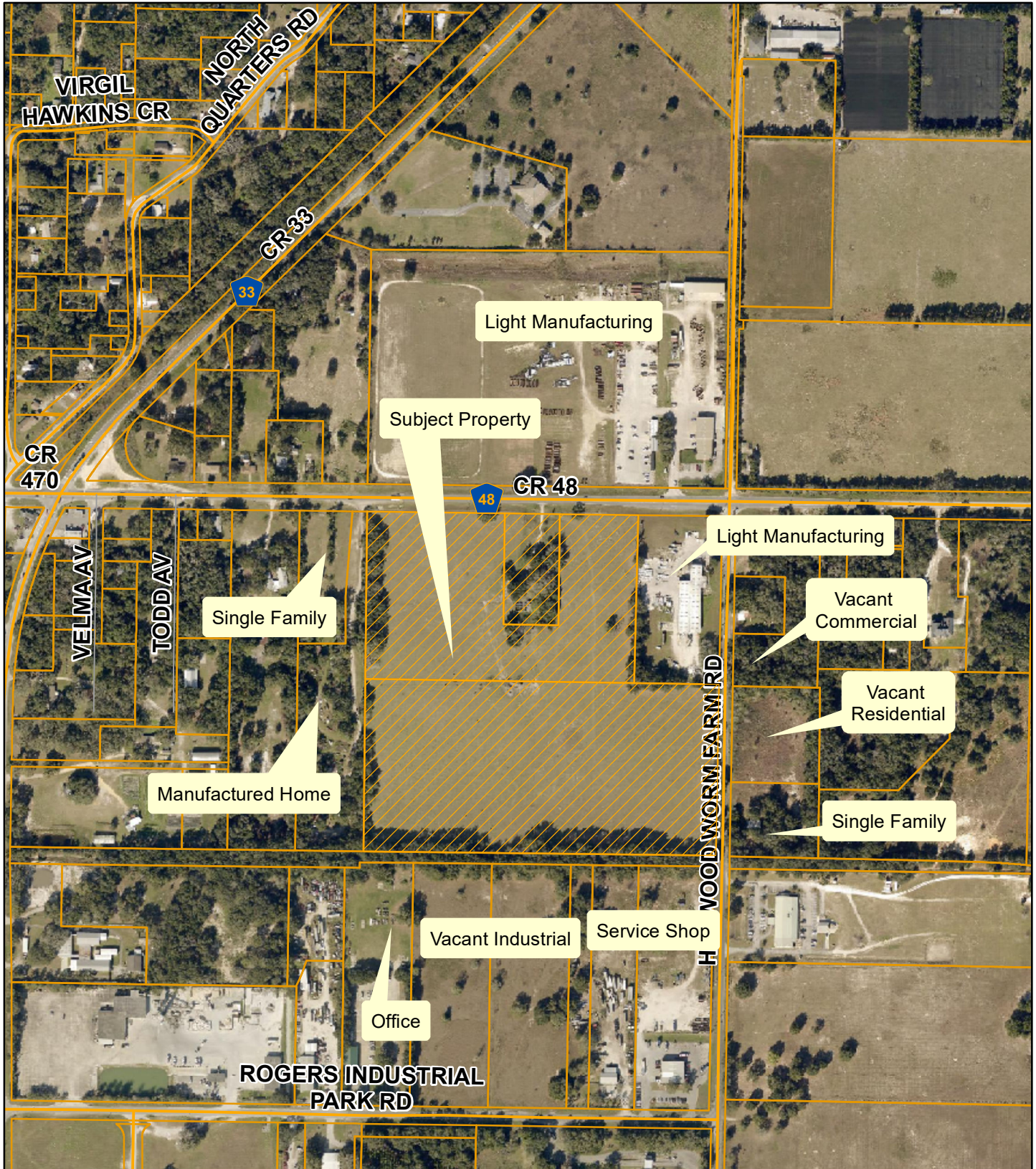


**Planning
& Zoning
Division**

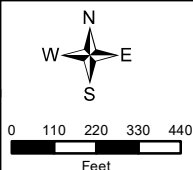


LSCP-21-29; PUD-21-28 - Sundance Subdivision
AK#s: 1111005; 1295815; 3319796
Section 15, Township 20, Range 24
March 8, 2021

Surrounding Land Uses



**Planning
& Zoning
Division**

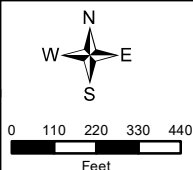


LSCP-21-29; PUD-21-28 - Sundance Subdivision
AK#s: 1111005; 1295815; 3319796
Section 15, Township 20, Range 24
March 8, 2021

Wetlands and Flood Zones



**Planning
& Zoning
Division**



LSCP-21-29; PUD-21-28 - Sundance Subdivision
AK#s: 1111005; 1295815; 3319796
Section 15, Township 20, Range 24
March 8, 2021

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.4.

Meeting Date: June 14, 2021

From: Dan Miller, (Planning and Zoning Manager)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 148.67 +/- acres; being generally located east of U.S. Highway 27 and on the north side of Dewey Robbins Road, lying in Sections 31 and 32, Township 20 South, Range 25 East, Lake County, Florida. Providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Hodges Reserve AX)

Staff Recommendation:

The Planning and Zoning staff recommends **disapproval** of the proposed ordinance for annexation of the Hodges Reserve.

Analysis:

The applicant has submitted a request for annexation of approximately 148.67 acres of land generally located east of US Highway 27 and on the north side of Dewey Robbins Road, as shown on the attached General Location Map. At this time, the property is agricultural. The current zoning is Lake County A (Agriculture); the proposed zoning is City PUD (Planned Unit Development). The reason for this request is to attain water and sewer service. The proposal of the property is for a single-family residential subdivision.

The property is surrounded by Lake County A (Agriculture) on the north, south, east, and west sides. At this time, there are no similar development or zoning proposals in the immediate area.

Also, on this City Commission agenda, is a Large-Scale Comprehensive Plan Amendment, which along with the Planned Unit Development Application, were recommended for **disapproval** from both staff and the 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; or
3. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

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

Submission Date and Time: 6/9/2021 8:28:52 AM

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 148.67 +/- ACRES; BEING GENERALLY LOCATED EAST OF U.S. HIGHWAY 27 AND ON THE NORTH SIDE OF DEWEY ROBBINS ROAD, LYING IN SECTIONS 31 AND 32, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA. PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 3; AND PROVIDING AN EFFECTIVE DATE. (HODGES RESERVE AX)

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

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

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

Section 1.

Based upon the petition of Hodges Reserve, (Andrew McCown, AICP, GAI Consultants, Inc) for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

Legal Description
(See Exhibit A)

Section 2.

All of the property, real and personal, within said annexed territory, described in Section 1 above, as provided by this ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the City of Leesburg, Florida, and the said annexed property shall be liable, proportionately, for all of the present outstanding and existing, as well as future, indebtedness of the City of Leesburg, Florida; that all of the ordinances of the City of Leesburg, and all the laws heretofore passed by the Legislature of the State of Florida relating to and which now or hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed

territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed here by is assigned to City Commission District 3;

Section 3.

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

Section 4.

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

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

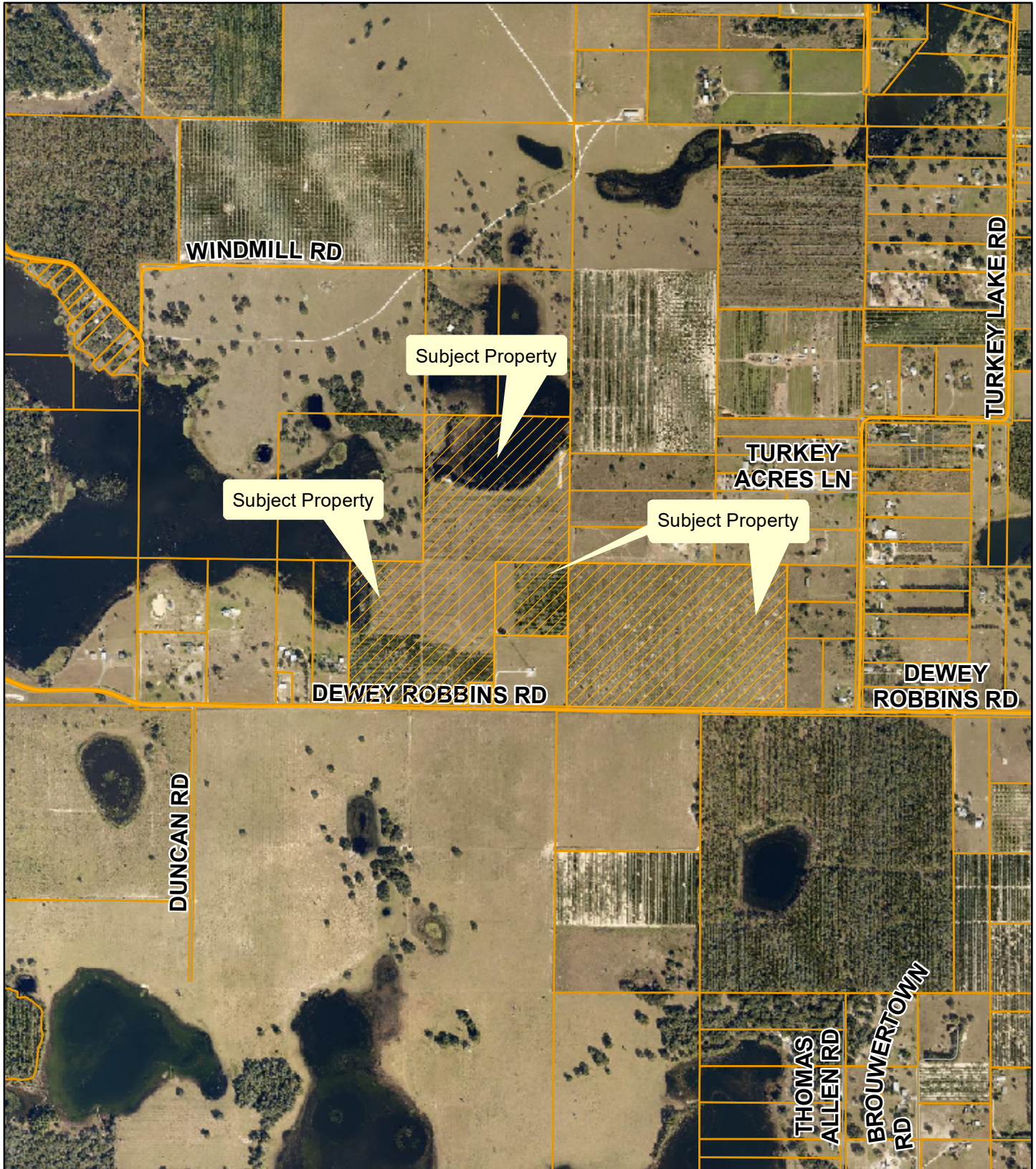
THE CITY OF LEESBURG, FLORIDA

Mayor

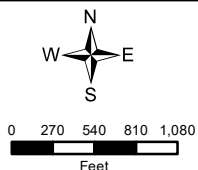
ATTEST:

City Clerk

Aerial

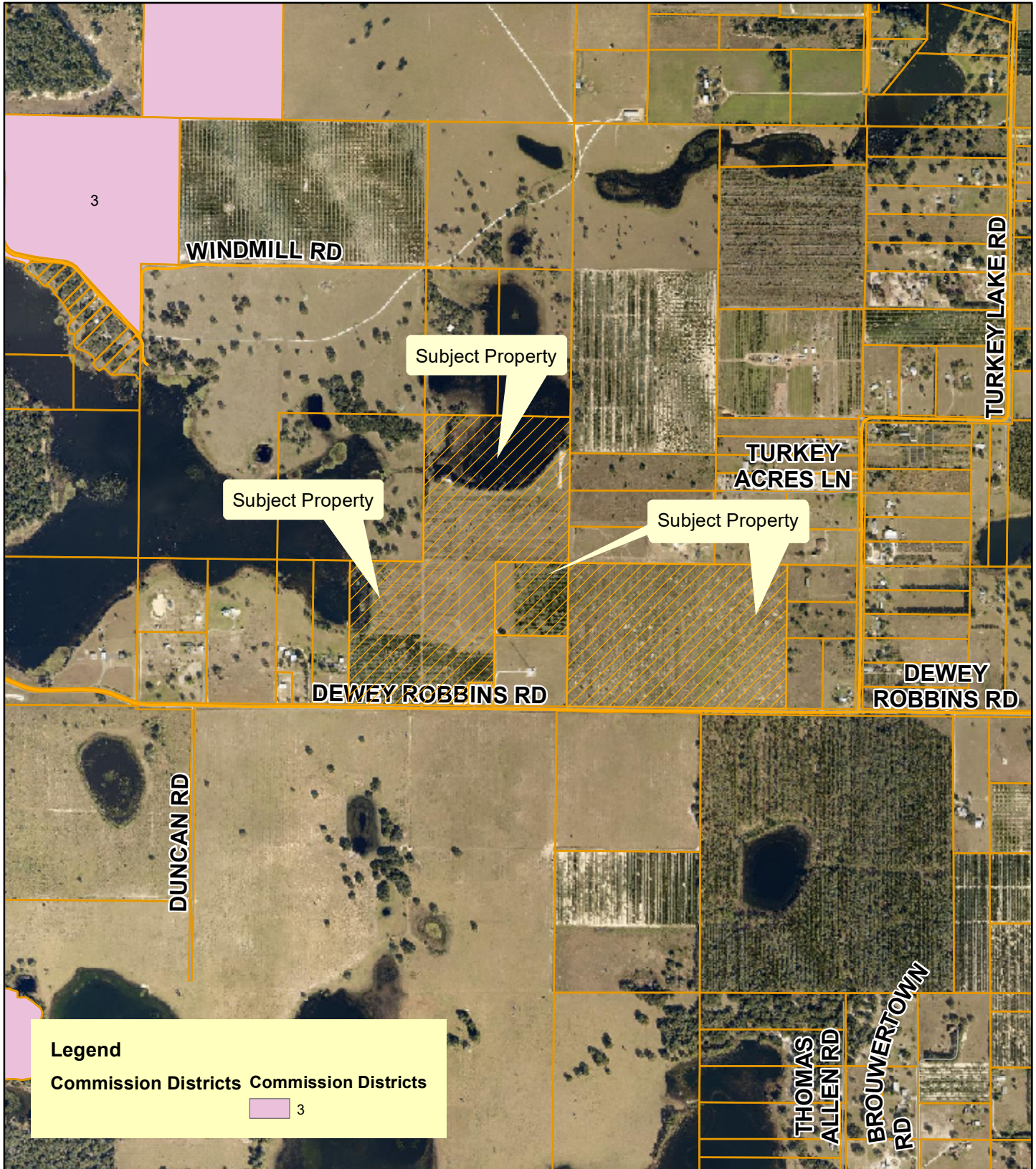


**Planning
& Zoning
Division**

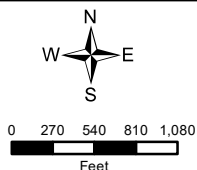


ANNX-21-52, LSCP-21-53, PUD-21-54 - Hodges Reserve
AK#s: 1209463, 1030285, 1404410
Section 31, Township 20 South, Range 25 East and
Section 32, Township 20 South, Range 25 East
March 24, 2021

Commission Districts



**Planning
& Zoning
Division**



ANNX-21-52, LSCP-21-53, PUD-21-54 - Hodges Reserve
 AK#s: 1209463, 1030285, 1404410
 Section 31, Township 20 South, Range 25 East and
 Section 32, Township 20 South, Range 25 East
 March 24, 2021

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

DATE: April 22, 2021
OWNER: Ray Kemp Trustee et al and J & R Groves
PETITIONER: Ben Snyder, Hanover Land Company
PROJECT: Hodges Reserve
REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD (Planned Unit Development)
CASE NO.: LSCP 21-53; PUD-21-54

GENERAL LOCATION: The property is generally located east of US Highway 27 and on the north side of Dewey Robbins Road.

FUTURE LAND USE DESIGNATION: Lake County Rural

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Rural
South – Lake County Rural Transition
East – Lake County Rural
West – Lake County Rural

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County A (Agriculture)
South – Lake County A (Agriculture)
East – Lake County A (Agriculture)
West – Lake County A (Agriculture)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Agriculture

SURROUNDING LAND USE:

North – Pasture
South – Timber; Pasture; Vacant Residential
East – Vacant Residential & Residential
West – Residential; Pasture

PROPOSED LAND USE: Residential subdivision

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.5.

Meeting Date: June 14, 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, Florida, changing the Future Land Use Map Designation of certain property containing 148.67 +/- acres from Lake County Rural to City of Leesburg Estate Residential, for a property generally located east of U.S. Highway 27 and on the north side of Dewey Robbins Road, as legally described in Sections 31 and 32, Township 20 South, Range 25 East, Florida; and providing an effective date. (Hodges Reserve LGCP)

Staff Recommendation:

The Planning and Zoning Staff and the Planning Commission recommend **disapproval** of the proposed large-scale comp plan amendment of the City's Future Land Use Map on 148.67 +/- acres from Lake County Rural to City of Leesburg Estate Residential.

Analysis:

The project site is approximately 148.67 acres. The property is generally located east of US Highway 27 and on the north side of Dewey Robbins Road. Currently, the property is in agricultural uses. The proposed use is for a single-family residential subdivision. The surrounding Future Land Use Map designations of Lake County Rural and Lake County Rural Transition are not - at this time, considered compatible, with the proposed future land use designation of City Estate Residential. The staff's recommendation goes into further detail regarding the recommendation for **disapproval**, which include timing of the proposal, distance from city utility services, lot sizes and overall compatibility with the area.

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 April 22, 2021 and recommended

disapproval by a vote of 7-0.

Procurement Analysis:

N/A

Options:

1. Approve the requested large-scale comprehensive plan amendment from Lake County Rural to City of Leesburg Estate Residential; or
2. Deny this request as recommended; or
3. Such alternative 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: 6/9/2021 10:26:01 AM

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 148.67 +/- ACRES FROM LAKE COUNTY RURAL TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED EAST OF U.S. HIGHWAY 27 AND ON THE NORTH SIDE OF DEWEY ROBBINS ROAD, AS LEGALLY DESCRIBED IN SECTIONS 31 AND 32, TOWNSHIP 20 SOUTH, RANGE 25 EAST, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (HODGES RESERVE LGCP)

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

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

NOW, THEREFORE,

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

Section 1.

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

The Future Land Use Map is amended by changing the designation of approximately 148.67 acres of land generally located east of US Highway 27 and on the north side of Dewey Robbins Road from Lake County Rural to City of Leesburg Estate Residential, as shown on the revised map of said area, lying in Sections 31 and 32, Township 20 South, Range 25 East, Lake County Florida;

Section 2.

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

Section 3.

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

Section 4.

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

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

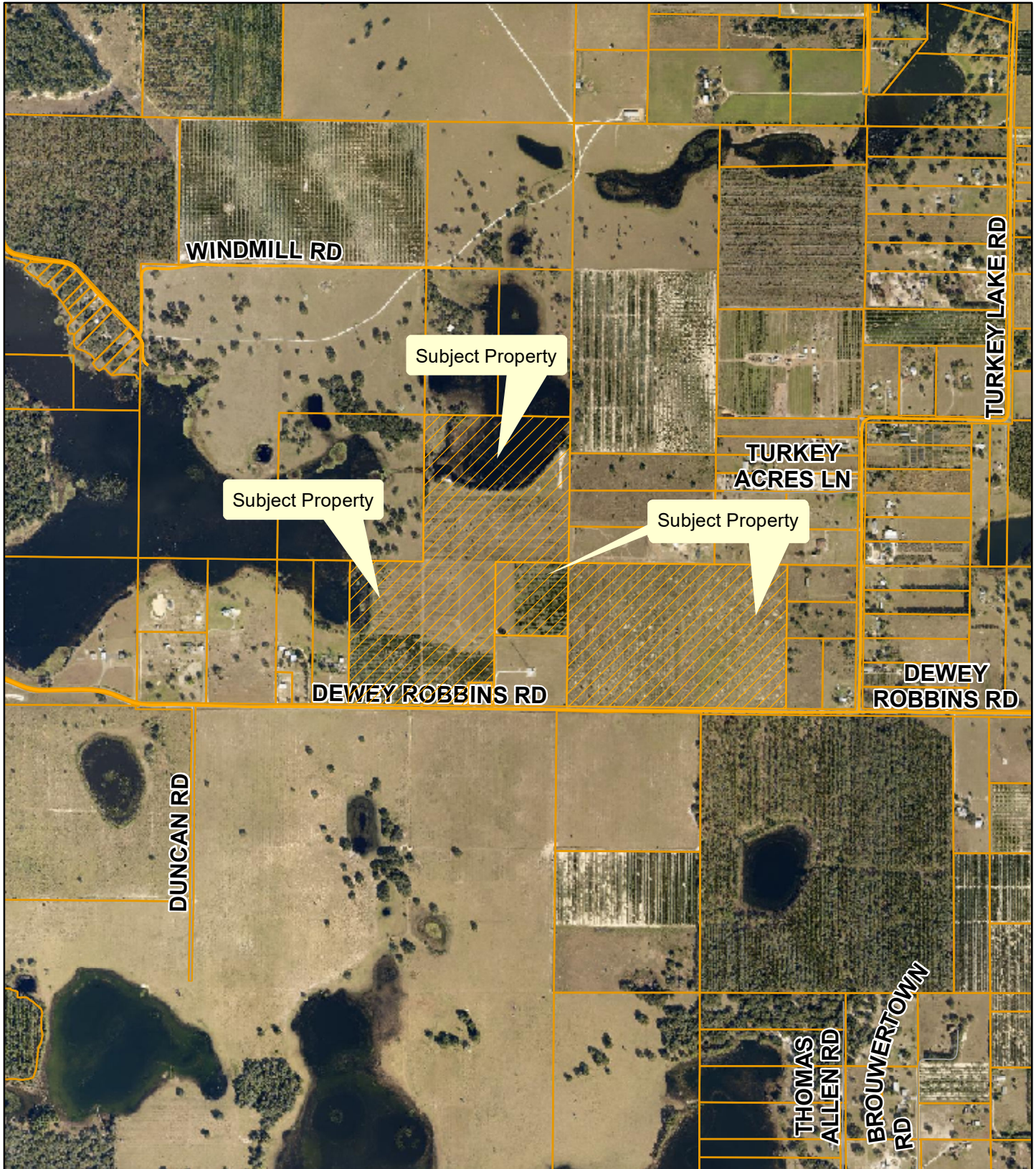
THE CITY OF LEESBURG, FLORIDA

Mayor

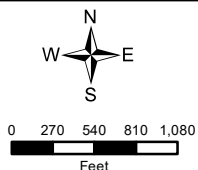
ATTEST:

City Clerk

Aerial

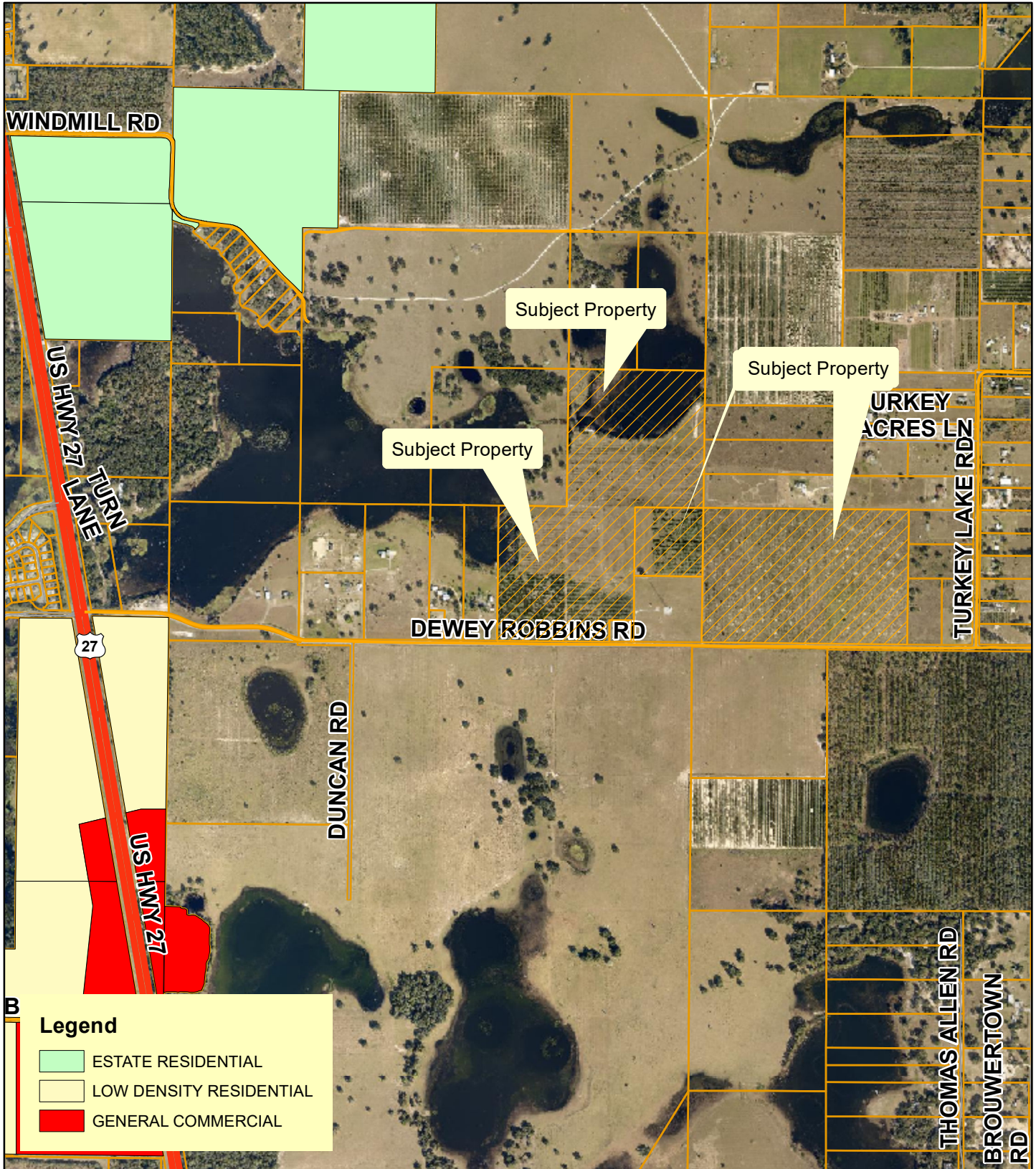


**Planning
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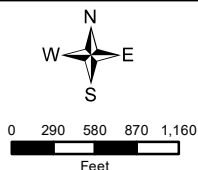


ANNX-21-52, LSCP-21-53, PUD-21-54 - Hodges Reserve
AK#s: 1209463, 1030285, 1404410
Section 31, Township 20 South, Range 25 East and
Section 32, Township 20 South, Range 25 East
March 24, 2021

Future Land Use

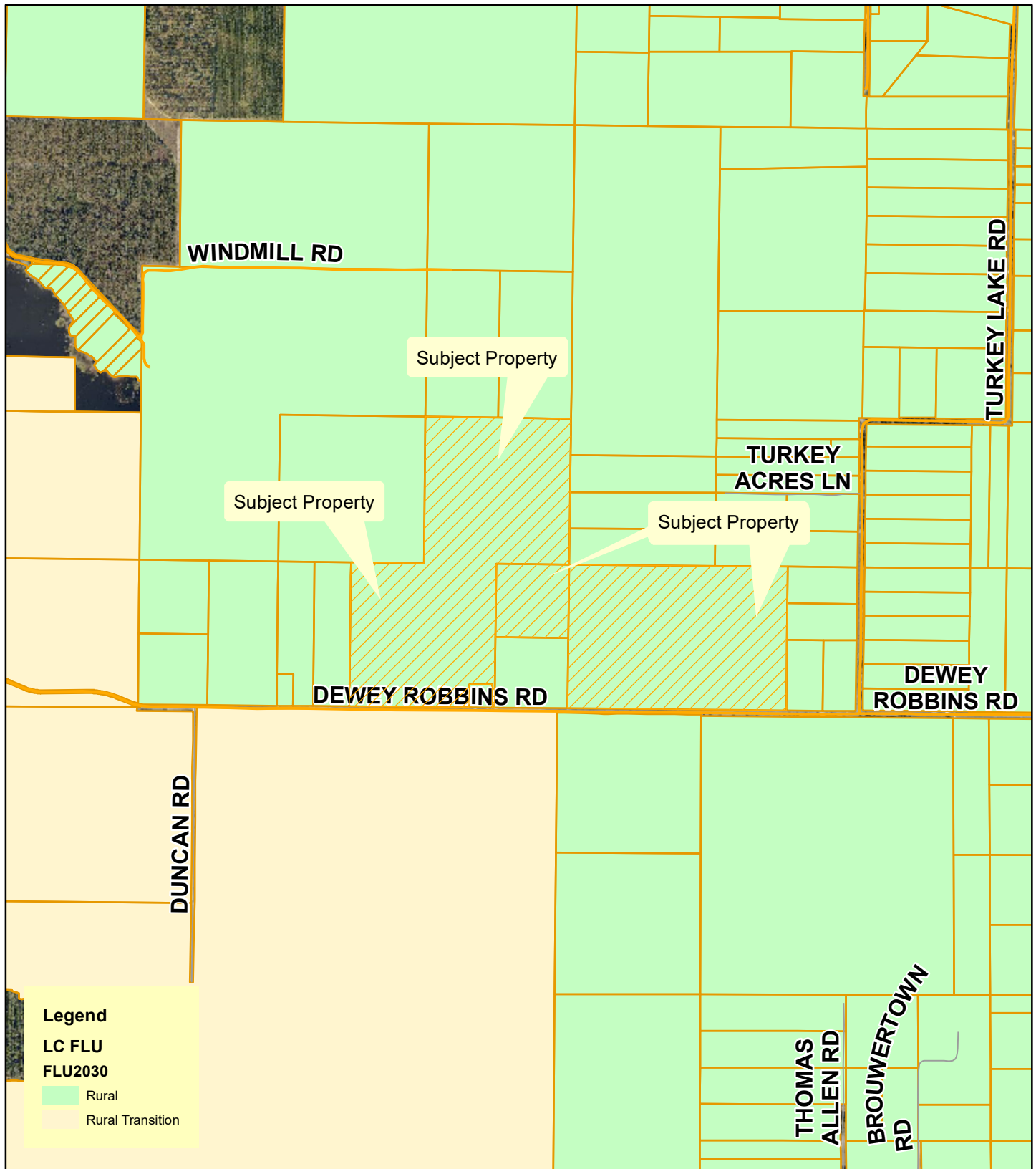


**Planning
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Division**

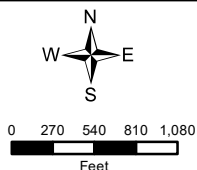


ANNX-21-52, LSCP-21-53, PUD-21-54 - Hodges Reserve
 AK#s: 1209463, 1030285, 1404410
 Section 31, Township 20 South, Range 25 East and
 Section 32, Township 20 South, Range 25 East
 March 24, 2021

Lake County Future Land Use



**Planning
& Zoning
Division**



ANNX-21-52, LSCP-21-53, PUD-21-54 - Hodges Reserve
 AK#s: 1209463, 1030285, 1404410
 Section 31, Township 20 South, Range 25 East and
 Section 32, Township 20 South, Range 25 East
 March 24, 2021

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.6.

Meeting Date: June 14, 2021

From: Dan Miller, (Planning and Zoning Manager)

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

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend **disapproval** of the request to rezone the subject property Lake County A (Agriculture) to City PUD (Planned Unit Development) to allow for a single-family residential subdivision.

Analysis:

The project site is approximately 148.67 +/- acres, and is generally located east of U.S. Highway 27 and on the north side of Dewey Robbins Road as shown on the attached maps. At this time, the property is agriculture. The proposal will allow for a single-family residential subdivision. The existing land uses surrounding the property are pasture, timber, vacant residential, and agriculture.

The staff's recommendation goes into further detail regarding the recommendation for **disapproval**, which include timing of the proposal, distance from city utility services, lot sizes and overall compatibility with the area.

The Planning Commission held a public hearing on the application on April 22, 2021 and recommended **disapproval by a vote of 7-0.**

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to PUD (Planned Unit Development); or
2. Deny the proposal as recommended; or
3. Other such action as the Commission may deem appropriate.

Fiscal Impact:

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

Submission Date and Time: 6/9/2021 8:34:42 AM

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 148.67 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR A SINGLE-FAMILY RESIDENTIAL SUBDIVISION FOR A PROPERTY GENERALLY LOCATED EAST OF U.S. HIGHWAY 27 AND ON THE NORTH SIDE OF DEWEY ROBBINS ROAD, AS LEGALLY DESCRIBED IN SECTIONS 31 AND 32, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (HODGES RESERVE)

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

Section 1.

Based upon the petition of Ben Snyder, Hanover Land Company, (Andrew McCown, GAI Consultants, agent) petitioner of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County A (Agriculture) to City PUD (Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit 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, FLORIDA

Mayor

ATTEST:

City Clerk

**HODGES RESERVE
PUD (PLANNED UNIT DEVELOPMENT)
PLANNED DEVELOPMENT CONDITIONS
April 22, 2021**

These Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district are granted by the City of Leesburg Planning Commission, Lake County, Florida to **Ray Kemp Trustee and J&R Groves, et. al.**, (Ben Snyder, 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 desirous of obtaining a Planned Unit Development (PUD) zoning district to allow future construction of a proposed mixed-use residential development consisting of a maximum of 449 single family residential units on approximately 148.68 acres, generally located in the 6000 block of Dewey Robbins Road, 0.75 miles east of US Hwy 27, 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 **Ray Kemp Trustee and J&R Groves, et.al**, (Ben Snyder, 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 148.68 acres, shall be used for platted single-family residential development, pursuant to City of Leesburg development codes and standards.

- A. Permitted Uses
 - 1) Detached single family residential units
 - 2) Accessory structures for residential uses
 - 3) Sales office in a single-family unit
 - 4) Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar
 - 5) Temporary modular sales center office (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.
- B. Prohibited Uses
 - 1) Townhouses
 - 2) Condominium units
 - 3) Multi-family units (Apartments)
 - 4) Commercial uses (as a primary use)
 - 5) All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

4. DEVELOPMENT STANDARDS

- A. The project shall contain a maximum of 449 single family residential units, at a gross density not to exceed 3.01 units per acre on the approximately 148.68 acre site, as shown on **Exhibit C, Master Development Plan**.
- B. Lot sizes shall be varied, to include ~~40 and~~ 50- and 60-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*	40 <u>50</u> feet	50 <u>60</u> feet
Minimum Required	0	192
Maximum Permitted	257	449

***lots larger than these minimum requirements are permitted without amendment to this PUD**

- C. Along each street, homes with the same architectural design shall not be immediately adjacent (side by side) or directly across from a lot with the same design. Facades may be varied to meet this requirement. The maximum impervious surface for the project shall be 70%. Community and private swimming pools shall not count toward the impervious surface calculation.
- D. The minimum lot development standards shall be:

- 1) For 40 50 foot lots:
 - a. ~~40 50~~ foot lots shall not be located directly adjacent to the 25 foot property buffer, ~~except for the six (6) 40 foot lots shown on the plan to be adjacent to the perimeter buffer.~~
 - b. Minimum house size: ~~1,300-1600~~ 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 ~~4,000~~ 5,000 square feet.
 - e. Minimum width ~~40 50~~ feet
 - f. Minimum depth 100 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 50 60 foot lots:
 - a. ~~60 foot lots shall be required on the exterior of the subdivision.~~
 - b. Minimum house size: ~~1,500~~ 1,800 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 ~~5000~~ 6000 square feet.
 - e. Minimum width ~~50-60~~ feet
 - f. Minimum depth 100 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 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 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 shown in **Exhibit D, Building Elevations** herein are considered to meet the requirements of this section.

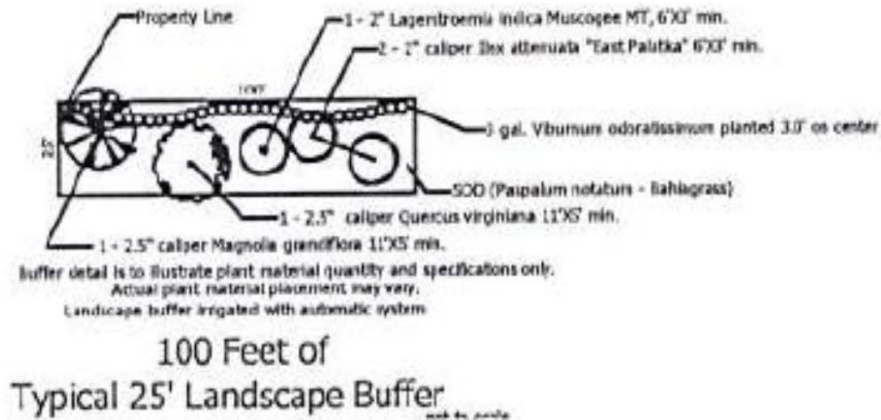
6. LANDSCAPING & BUFFER REQUIREMENTS

- ~~A. A minimum twenty-five (25) foot buffer tract with plantings as shown in Figure A below, shall be provided along the entire boundary of the property. unless otherwise provided for within these standards. Buffers shall be separate from platted lots and shall not be part of individually platted lots, but shall common areas to be maintained by an entity such as a Property Owners, or Homeowners Association.~~
- ~~B. In areas of the project not directly adjacent to existing single-family homes on the adjacent parcel, the final width of the required buffer may be reduced to fifteen (15) feet during the site plan review process.~~
- C. Along Dewey Robbins Road, the 25-foot buffer may be reduced if right of way is needed for the roadway. In no case shall the buffer along Dewey Robbins Road be reduced to less than ten (10) feet.
- D. 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.
- E. 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



F. 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.

G. The surveying of trees on the property shall be conducted as follows:

- 1) All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
- 2) Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
- 3) The tree survey shall be completed by a licensed surveyor.

7. SITE ACCESS AND SIGNAGE

A. The main vehicular access to the project site shall be split between two entrances on Dewey Robbins Road. 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) Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be approved by Lake County Public Works.

- 2) Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
 - 3) The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.
- B. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.
 - C. Each required access point shall provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height, on each side of the entryway. This may be used for signage per City of Leesburg Code of Ordinances, as amended.
 - D. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Community Development Director or designee, where the architectural style would be in keeping with the intent of these sign regulations.

8. **TRANSPORTATION IMPROVEMENTS**

- A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of sidewalks, recreation paths etc.
- B. A traffic/transportation study shall be submitted⁵⁴ 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 boulevard 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, consistent with the typical pioneering agreement approved on new home projects in the city., including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.
- C. Developer shall be responsible for the installation of a natural gas water heater and natural gas furnace in eighty percent (80%) of all homes in the development.
- D. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

10. STORMWATER/DRAINAGE MANAGEMENT

All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's 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 50 feet from any wetland jurisdiction boundary.
- D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.
- E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.
- F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.
- G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.
- H. A map indicating the location of the 100-year flood plain.
- I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- J. FEMA flood zones exist on the property. 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 2.26 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. As part of the overall development process, if the project is constructed in phases, then plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.
- ~~C. Implementation of the project shall substantially commence within twelve (12) months of the site plan and construction plan approvals of this PUD (Planned Unit Development). In the event that the conditions of the PUD have not been substantially implemented during the required time period, the PUD may be scheduled with due notice for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to another appropriate zoning classification.~~
- ~~D. Satisfaction of the implementation requirements above 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 development, to include permits from regional and State of Florida agencies as required by law, and;
 - 2) Applied for and received a building permit and diligently pursued completion of a new roadway, or other infrastructure as shown on the approved site plan.~~

16. MISCELLANEOUS CONDITIONS

- A.
- B. 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.
- C. 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.
- D. 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.
- E. 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.

- F. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

17. LEVELS OF SERVICE

A. Levels of Service

- 1) As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid waste. ~~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, or other infrastructure needed, 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.
- 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.

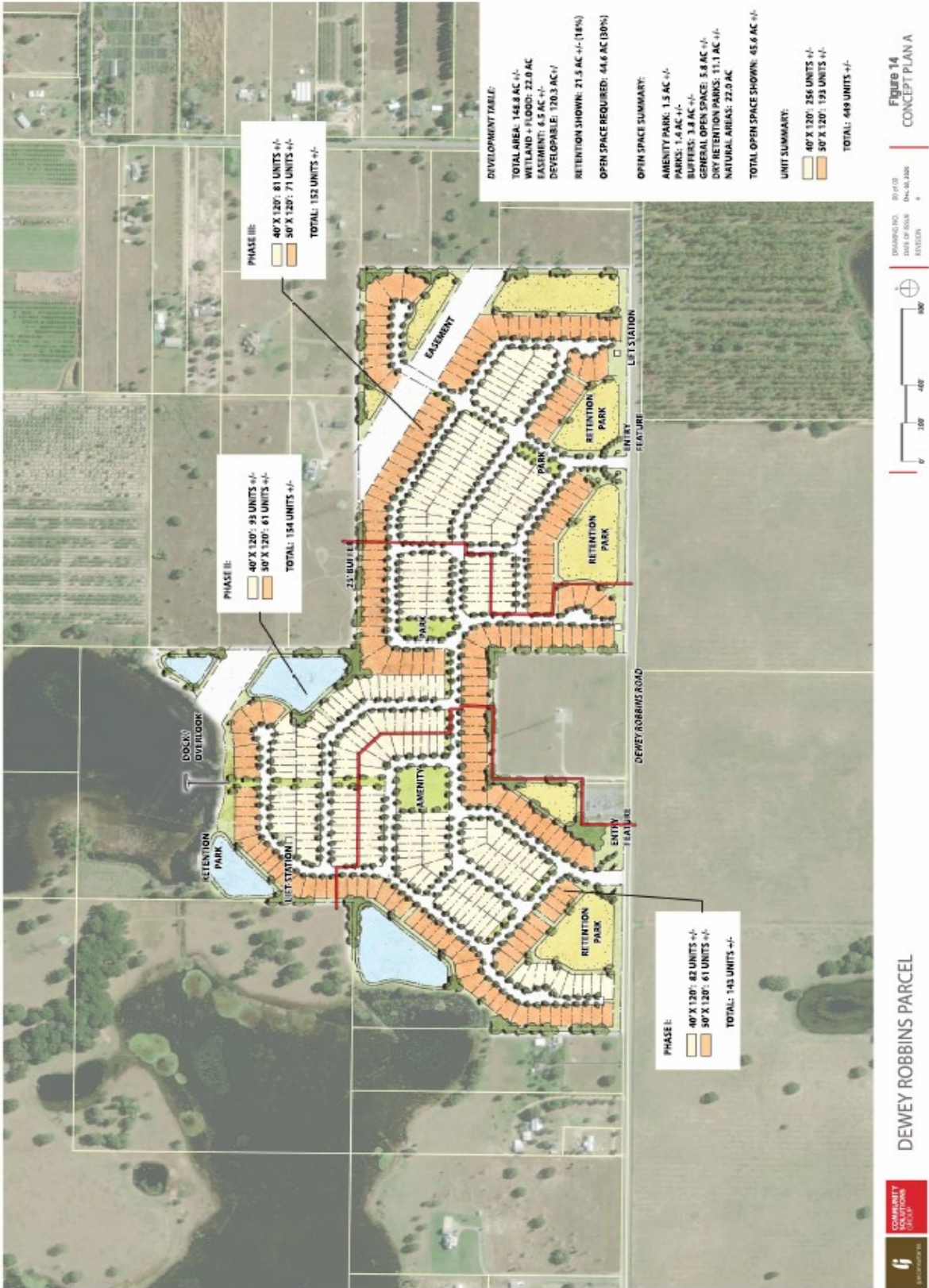
EXHIBIT B

LEGAL DESCRIPTION

DESCRIPTION: A parcel of land lying in Sections 31 and 32, Township 20 South, Range 25 East, Lake County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of the Southwest 1/4 of said Section 32, run thence along the South line of the Southwest 1/4 of said Section 32, N 89°30'17" W, a distance of 664.70 feet; thence N 00°38'43" E, a distance of 25.00 feet to a point on the North Right of Way line of Dewey Robbins Road and the **POINT OF BEGINNING**; thence along said North Right of Way line, N 89°30'17" W, a distance of 1991.34 feet; thence N 00°45'28" E, a distance of 638.43 feet; thence N 89°27'21" W, a distance of 662.31 feet; thence S 00°44'21" W, a distance of 639.00 feet to a point on the aforesaid North Right of Way line of Dewey Robbins Road; thence along said North Right of Way line, N 89°30'16" W, a distance of 22.52 feet; thence N 00°29'44" E, a distance of 210.00 feet; thence N 89°30'16" W, a distance of 210.00 feet; thence S 00°29'44" W, a distance of 210.00 feet to a point on the aforesaid North Right of Way line of Dewey Robbins Road; thence along said North Right of Way line, N 89°30'16" W, a distance of 1091.91 feet to a point on the West boundary of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 31; thence along said West boundary, N 00°42'30" E, a distance of 1305.48 feet to a point on the North boundary of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 31; thence along said North boundary S 89°23'11" E, a distance of 662.59 feet to the Southwest corner of the Northeast 1/4 of the Southeast 1/4 of said Section 31; thence along the West boundary of said Northeast 1/4 of the Southeast 1/4, N 00°43'14" E, a distance of 1329.32 feet to the Northwest corner of said Northeast 1/4 of the Southeast 1/4; thence along the North boundary of said Northeast 1/4 of the Southeast 1/4, S 89°18'05" E, a distance of 1325.91 feet to the Northeast corner of said Northeast 1/4 of the Southeast 1/4; thence along the East boundary of said Northeast 1/4 of the Southeast 1/4, S 00°45'28" W, a distance of 1326.87 feet to the Southeast corner of said Northeast 1/4 of the Southeast 1/4; thence along the North boundary of the South 1/2 of the Southwest 1/4 of said Section 32, S 89°33'32" E, a distance of 1988.79 feet to the Northeast corner of the West 1/2 of the Southeast 1/4 of the Southwest 1/4 of said Section 32; thence along the East boundary of the West 1/2 of the Southeast 1/4 of the Southwest 1/4 of said Section 32, S 00°38'43" W, a distance of 1303.74 feet to the **POINT OF BEGINNING**.

Containing 148.675 acres, more or less.





CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

OWNER: Ray Kemp Trustee, et.al
PETITIONER: Hanover Land Company
PROJECT: Hodges Reserve
REQUEST: Rezoning to PUD (Planned Unit Development)
CASE NO.: PUD 21-54
MEETING DATE: April 22, 2021

REQUEST

The applicant has submitted a request to rezone the subject property from Lake County A (Agriculture) to PUD (Planned Unit Development) to allow the future development of 449 single family units on 40 and 50-foot-wide lots on a 149 +/- acre parcel, generally located on the north side of Dewey Robbins Road and east of U.S.27.

THE PLANNING & ZONING DIVISION RECOMMENDS:

DISAPPROVAL of this request
for the following reason(s):

1. **At this time, the proposal should be considered premature.** Staff would argue that this is a timing issue. There is no similar development or zoning proposal in the immediate area. Land to the south of this area, which is at a major intersection, (U.S. 27 and the Florida Turnpike), down to and including the South Lake Medical Pavilion, has been zoned for commercial, medical, office and residential uses. The creation of an anchor or activity node for the southern end of Leesburg at U.S.27 and the Turnpike would then more appropriately support the timing and development of a project of this nature. In addition, it is anticipated that sizable properties to the north of the subject property will at some point in the future be purchased, zoned and developed for residential and commercial uses, which would also reduce the concern for appropriate timing of development at this location. Future Land Use Element, Policy 1.8.3 *Annexation* states "The city shall pursue a policy of annexation which will provide for the most efficient use of public facilities and services, eliminate areas of jurisdictional problems, and provide for sound growth and development of the city and surrounding area."
2. **The proposed size of lots is incompatible with the character of the surrounding area.** Lot sizes in the general area range from 3 acres to over 40 acres, which is significantly larger than the

proposal. Both the City of Leesburg Planning Commission, and the Leesburg City Commission, have both expressed a desire to see larger lots in future development proposals. The City of Leesburg has approved, over the past five years, no less than 500 lots of 40 feet in width or less. Staff is therefore concerned that continuing to approve lots this size will limit housing options available within the City. The City's Comprehensive Plan, Policy 1.6.1 *Inconsistencies*, of the Future Land Use Element states that "Proposed land use amendments which are inconsistent with the character of the community or inconsistent with adjacent future land uses shall not be approved by the City."

3. **The proposed zoning is not compatible with adjacent land uses in Lake County.** Future Land Use Element, Objective 1.8 *Adjacent jurisdictions* states "The City shall promote compatibility of adjacent land uses with Lake County and the neighboring Cities." Development at this time, along with the proposed size of the lots at this location is not compatible with adjacent land uses in Lake County.

SUMMARY

1. At this time, the proposal should be considered premature
2. The proposed size of lots is incompatible with the character of the surrounding area.
3. The proposed rezoning is considered inconsistent with adjacent uses in Lake County.

Staff does wish to recognize, that at some point in the future, such a proposal could be considered as compatible for this area. This would occur when properties to the north and east of U.S. 27, are annexed and rezoned, and properties to the south (Turnpike area) submit plans for viable development. It is likely that in the future, development of large areas north of this site, which lie east U.S. 27 may be considered for zoning into residential and commercial areas, could trigger such compatibility.

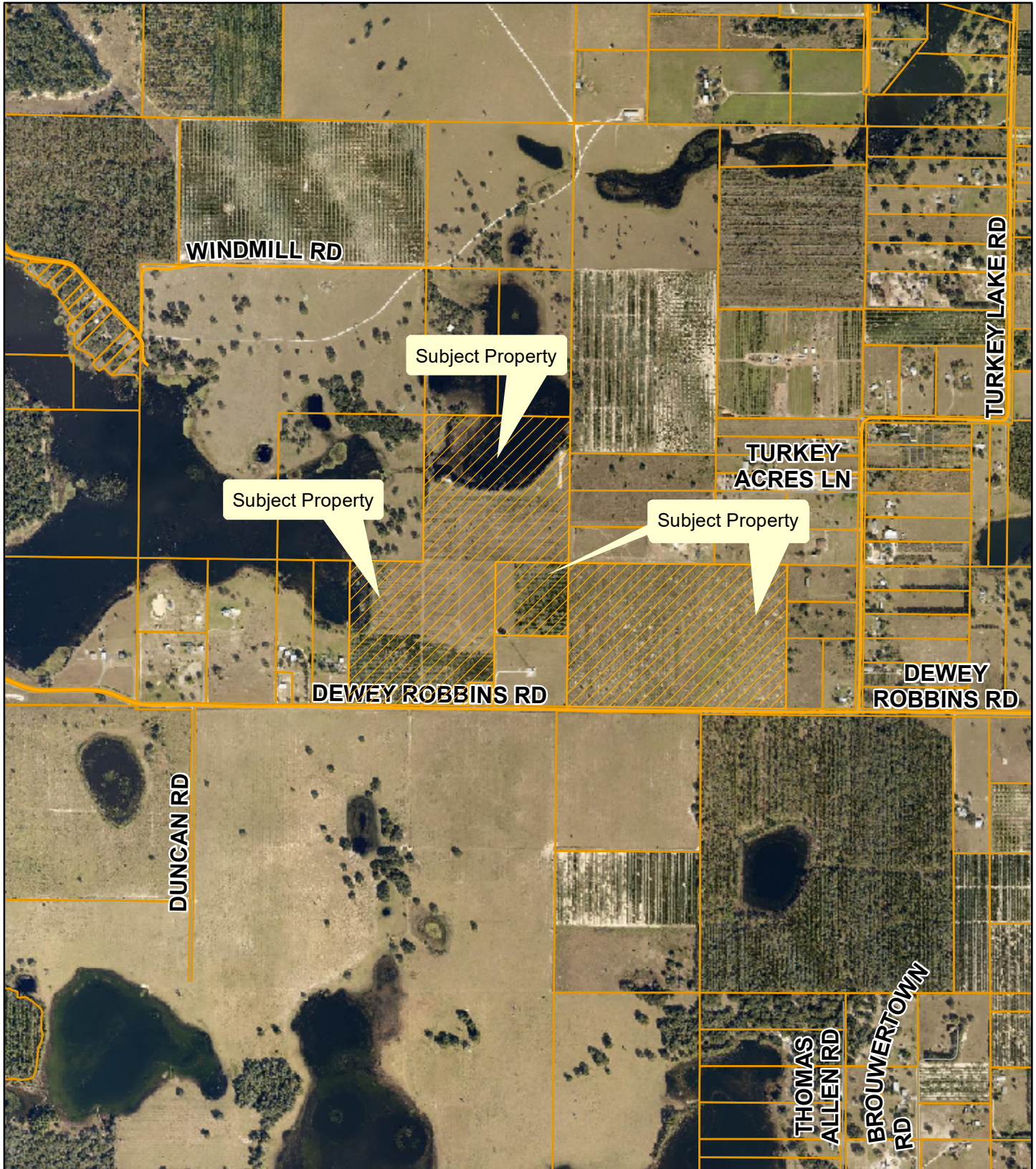
Action Requested:

1. **Vote to recommend DISAPPROVAL of the proposed rezoning from Lake County A (Agriculture) to PUD (Planned Unit Development).**

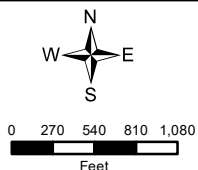
OPTIONS NOTE:

1. Should the Planning Commission choose to recommend APPROVAL of the requested zoning, staff requests that the conditions contained in "Exhibit A – HODGES RESERVE PUD CONDITIONS dated April 22, 2019 be used.

Aerial



**Planning
& Zoning
Division**



ANNX-21-52, LSCP-21-53, PUD-21-54 - Hodges Reserve
AK#s: 1209463, 1030285, 1404410
Section 31, Township 20 South, Range 25 East and
Section 32, Township 20 South, Range 25 East
March 24, 2021

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

DATE: April 22, 2021
OWNER: Ray Kemp Trustee et al and J & R Groves
PETITIONER: Ben Snyder, Hanover Land Company
PROJECT: Hodges Reserve
REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD (Planned Unit Development)
CASE NO.: LSCP 21-53; PUD-21-54

GENERAL LOCATION: The property is generally located east of US Highway 27 and on the north side of Dewey Robbins Road.

FUTURE LAND USE DESIGNATION: Lake County Rural

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Rural
South – Lake County Rural Transition
East – Lake County Rural
West – Lake County Rural

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County A (Agriculture)
South – Lake County A (Agriculture)
East – Lake County A (Agriculture)
West – Lake County A (Agriculture)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Agriculture

SURROUNDING LAND USE:

North – Pasture
South – Timber; Pasture; Vacant Residential
East – Vacant Residential & Residential
West – Residential; Pasture

PROPOSED LAND USE: Residential subdivision

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

DATE: March 29, 2021
OWNER: Ray Kemp Trustee et al and J & R Grove
PETITIONER: Ben Snyder, Hanover Land Company
PROJECT: Hodge Reserve
REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential and zoning to PUD (Planned Unit Development)
CASE NO.: LSCP 21-53; PUD-21-54

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 4/16/21

FIRE

No comments from Leesburg Fire Department. Amanda Stevenson 4/5/21

ELECTRIC

This is outside Leesburg Electric's territory. Steve Davis 3/31/21

GAS

No comments received as of 4/16/21

GIS

GIS has no comments. Tammy Magamoll 3/31/21

BUILDING

No comments received as of 4/16/21

PUBLIC WORKS

Public Works has no issues with this proposal. Clifford Kelsey 4/12/21

ADDRESSING

No comments received as of 4/16/21

ECONOMIC DEVELOPMENT

No comments received as of 4/16/21

LAKE COUNTY PUBLIC WORKS

Lake County Public works has the attached comments for the Hodge Reserve PUD. Thanks, Seth Lynch 4/6/21

LAKE COUNTY SCHOOLS

I have attached the Adequate Public Facilities Determination for the Hodge Reserve residential project. Please advise the applicant that School Concurrency review is required. Proportionate share mitigation may be required at that time. Let me know if you have any questions. Thanks, Helen LaValley 4/6/21

PUBLIC RESPONSES

Approval

no approvals

Disapproval

9 disapprovals 9 with comments

No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Daisy Gomez – See attached letter.

Jacqueline Mizak – Please see attached list.

Wendy Sikes – There would be too much traffic for a small road such as Dewey Robbins. No traffic lights. There is a water way running through that property which leads to a problem with the natural flow. There are endangered birds out here that rely on larger properties & water to live. There's not enough of anything to sustain a neighborhood.

Ben Sikes – Your addicted to Urban Sprawl. Get Help!

Chandon Sikes – This community will be disturbing natural wildlife and waterways. There's too many people on such a small road and no adequate infrastructure. Very poor lifestyle for all.

Kassidi Sikes – There is no potential creating the necessary infrastructure to successfully support a community of this size long-term. It is an ill-advised financial mistake.

Chastin Sikes – I feel that the impact the proposed community will have on both traffic on Dewey Robbins and the water shed locally will be negative, if not devastating. It seems irresponsible to have any entrance on Dewey Robbin, and not Hwy 27. Every other community of equal size around does not get accessed from such a small county road. The current community relies on well water, unlike urban communities. The number of pesticides from the proposal housing concerns me.

Kisha Hutchcroft – The invasion of urban developments into rural Howey-In-The-Hills, a historical citrus town is destroying the integrity, history, appeal, & charm of Howey. The new proposed population quantity exceeds what the roads capacity can handle. The natural water supply & wetlands are in danger. Approval of this development will destroy Howey as we know it.

Christian Lon Hutchcroft – My family has spent thousands of dollars and years of our lives building a home in Howey. The damage of this urban sprawl is real. The roads, environment, water, wetland, and infrastructure simply can not handle this. Please learn that!! Find another source for money and leave our lives alone.

Daisy D Gomez & Efrain Sarabia

24237 Turkey Lake Rd

Howey In The Hills, FL 34737

daisy.sarabia@yahoo.com

(352)-874-8120

We the undersigned owners of the property affected by the requested zoning change described in the referenced file, do hereby protest against any change of the Land Development code which would zone the property to any reclassification other than agricultural for the following reasons:

- Unnecessary increase in traffic, needs for traffic lights, road signs, etc. all costing the county and/or city more money
- Increase in property taxes with concern for home value diminution
- Additional damages will occur in the form of noise, odor, and visual disturbances on the peace and privacy we currently have
- Generalized increase in crime rates with concern for safety. For example, Leesburg's violent crime is 42.6 and Leesburg's property crime is 71.4 in 2019 vs. Howey in the Hills' significantly lower violent crime at 9 and property crime at 17.9 in 2019.
- Environmentally, it would be an intrusion to the surrounding wildlife, create unnecessary pollution, and decrease the ability to conserve water and electricity
- Conservation of the soil and land that could potentially be preserved and developed for farming/agricultural necessities

Petition for Rezoning Disapproval:

Case # LSCP 21-53; PUD-21-54

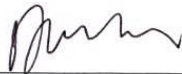
We the undersigned neighbors of the property affected by the request of rezoning change described in the referenced file do hereby protest against any change of the land development code which would zone the property to any classification other than agricultural. As do the following undersigned.

Name	Signature	Address	Phone Number
Dianna McCoy		24100 Turkey Lk Rd.	2556376
Ross Russo		24100 Turkey Lk Rd.	3968100
Marla Raber		24329 Turkey Lk Rd	406-2271
Sharon W. Judge		24244 Turkey Lk Rd	362-2762
Robbie P. Judge		24244 Turkey Lk Rd	360-9982
Orlinda Sarabia		22329 Cessina Ln Highway In The Hills FL	352-217-2189
Efren Sarabia		22329 Cessina Ln Highway In The Hills FL	352-2278200
Tom Biekmann		24253 Turkey Lake Rd.	407-9255393
Joel Wiedewake		23745 Boudi Kaka Lane	407-352-5848
Victoria Dryer		8545 Orange Blossom Rd	407-791-5500
Michael Maas		8545 Orange Blossom Rd	321-580161
Cristina Maas		8545 Orange Blossom Rd	813-6947700
Patricia Dryer		8545 Orange Blossom Rd	321-443-9069
MITCHELL J. SACHS		8338 ORANGE BLOSSOM RD.	352-449-8002
Jesse M Rogers		8300 Orange Blossom Rd	352-883-9502
Carynne Overstore		23949 Reading Rd	407-592-9760
Colin O'SHAUGHNESSY		23949 Reading Rd. Honey	407-404-2835
Roxana Navarro		23211 S. Dewey Robbins Rd	352-396-4694
Joyce Graham		6545 Dewey Robbins Rd	353-365-1706
Randy Graham		6545 Dewey Robbins Rd	352-801-2927
Jesse Graham		6545 Dewey Robbins Rd	352-504-2672
Jeremy Miller		6533 Dewey Robbins Rd	352-348-1877
Michelle Cronin-Miller		6533 Dewey Robbins Rd	352-348-5704
Michael Cronin		6531 Dewey Robbins Rd	352-248-0291
Kim Cronin		6531 Dewey Robbins Rd	352-988-8906
Mark Flint		22405 Cessina Ln Highway In The Hill	407-468-8155
Brandi Lopez		24020 Turkey Lake Rd	352-702-2174
Glenn Batchelor		24240 Turkey Lake Rd	352-267-3135
Andrew J. Batchelor		24240 Turkey Lake Rd	352-267-6933

Reasons for disapproval are as followed (but not limited to):

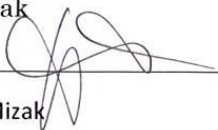
- Destruction of natural ecosystem causing:
 - displacement of wildlife
 - Will creating dangerous environment on our property for our children to play
 - venomous eastern diamondback rattlesnakes
 - wild coyotes
 - Will create increased pest issues because of decreased natural pest control especially in regards to rats and gulf coast ticks (as ALREADY seen with the destruction and burning of the previous citrus groves pushing out our local coyote population in April of 2019)
- Increased crime rate:
 - Our property will no longer be safe for our children to play outside safely without the threat of kidnapping because of increased human population density NEXT DOOR with the development of subdivisions
 - Our property and belongings will be threatened for theft and stealing because of increased human population density NEXT DOOR with the development of subdivisions
- Pollution to our natural water table affecting the quality of our well water due to increased use of pesticides and herbicides that are inevitable with development of subdivisions
- Increased vehicle traffic to Dewey Robbins and Turkey Lake Rd
 - Will likely result in the need for road widening and traffic lights which means more construction and devastation to property and wildlife

Sincerely,



4/12/21

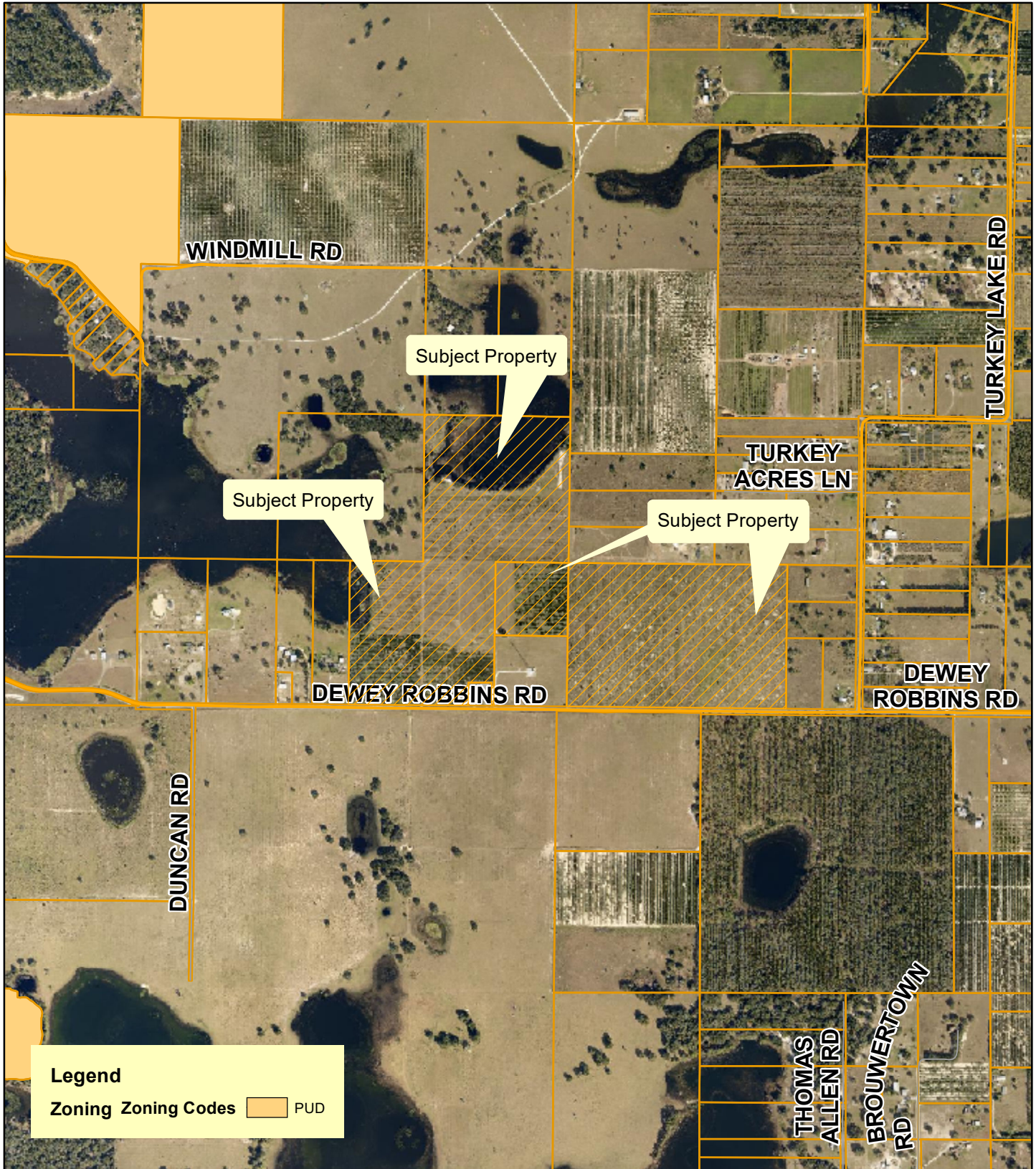
Daniel Mizak



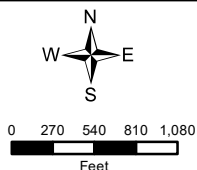
4/12/21

Jacqueline Mizak

Zoning

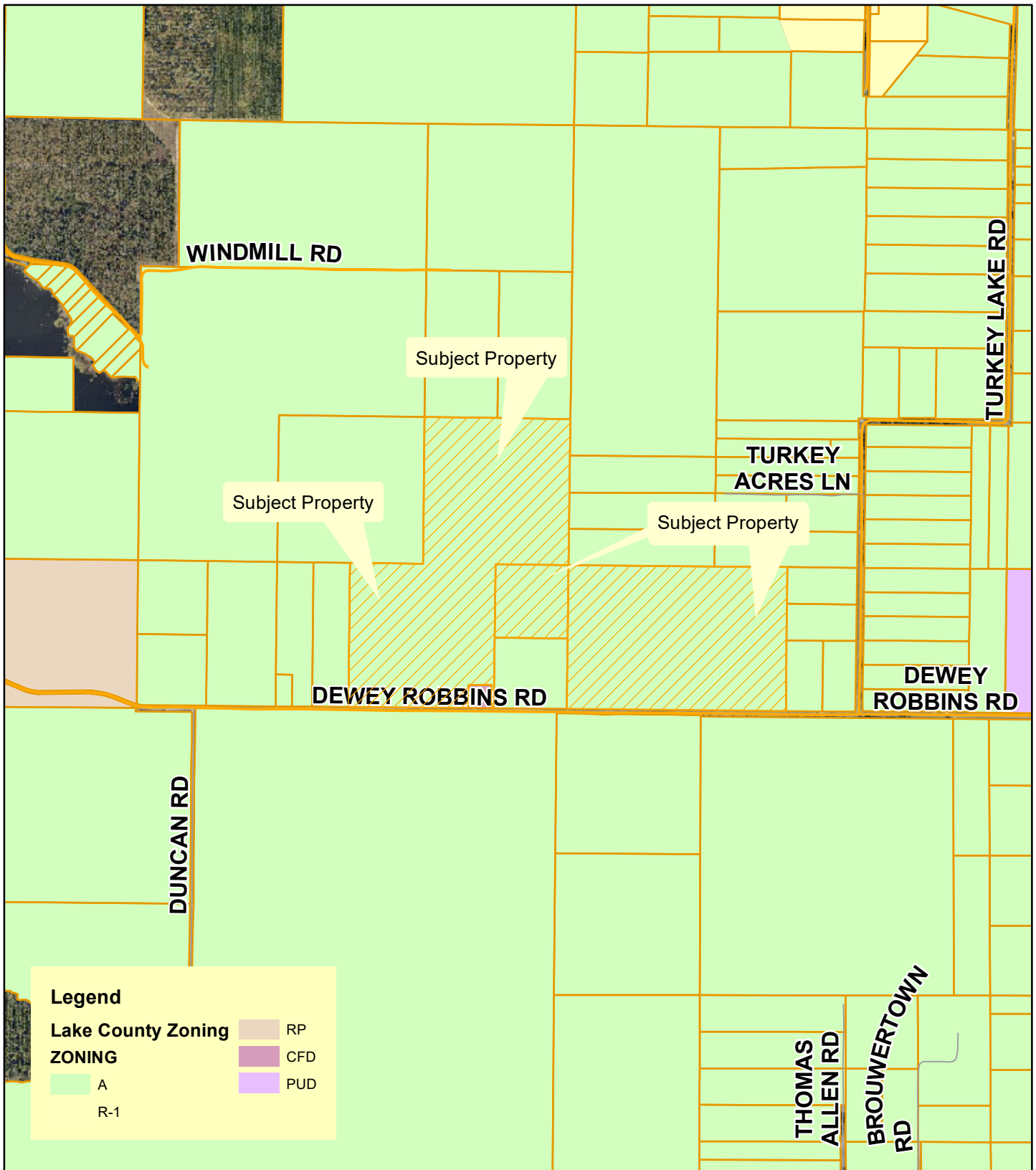


**Planning
& Zoning
Division**

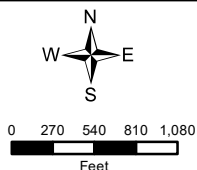


ANNX-21-52, LSCP-21-53, PUD-21-54 - Hodges Reserve
 AK#s: 1209463, 1030285, 1404410
 Section 31, Township 20 South, Range 25 East and
 Section 32, Township 20 South, Range 25 East
 March 24, 2021

Lake County Zoning

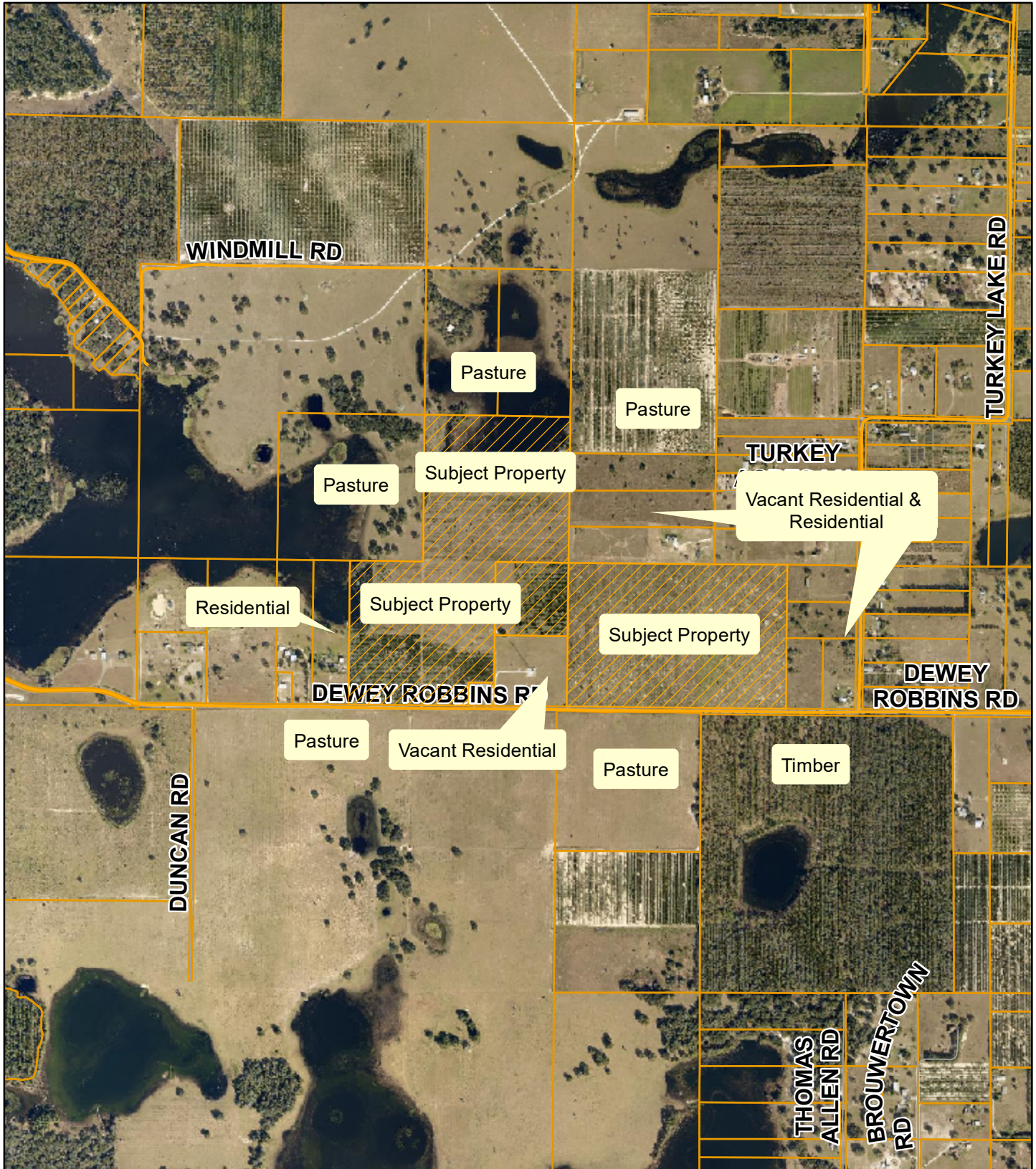


**Planning
& Zoning
Division**

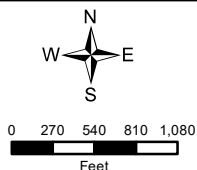


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Section 31, Township 20 South, Range 25 East and
Section 32, Township 20 South, Range 25 East
March 24, 2021

Surrounding Land Uses

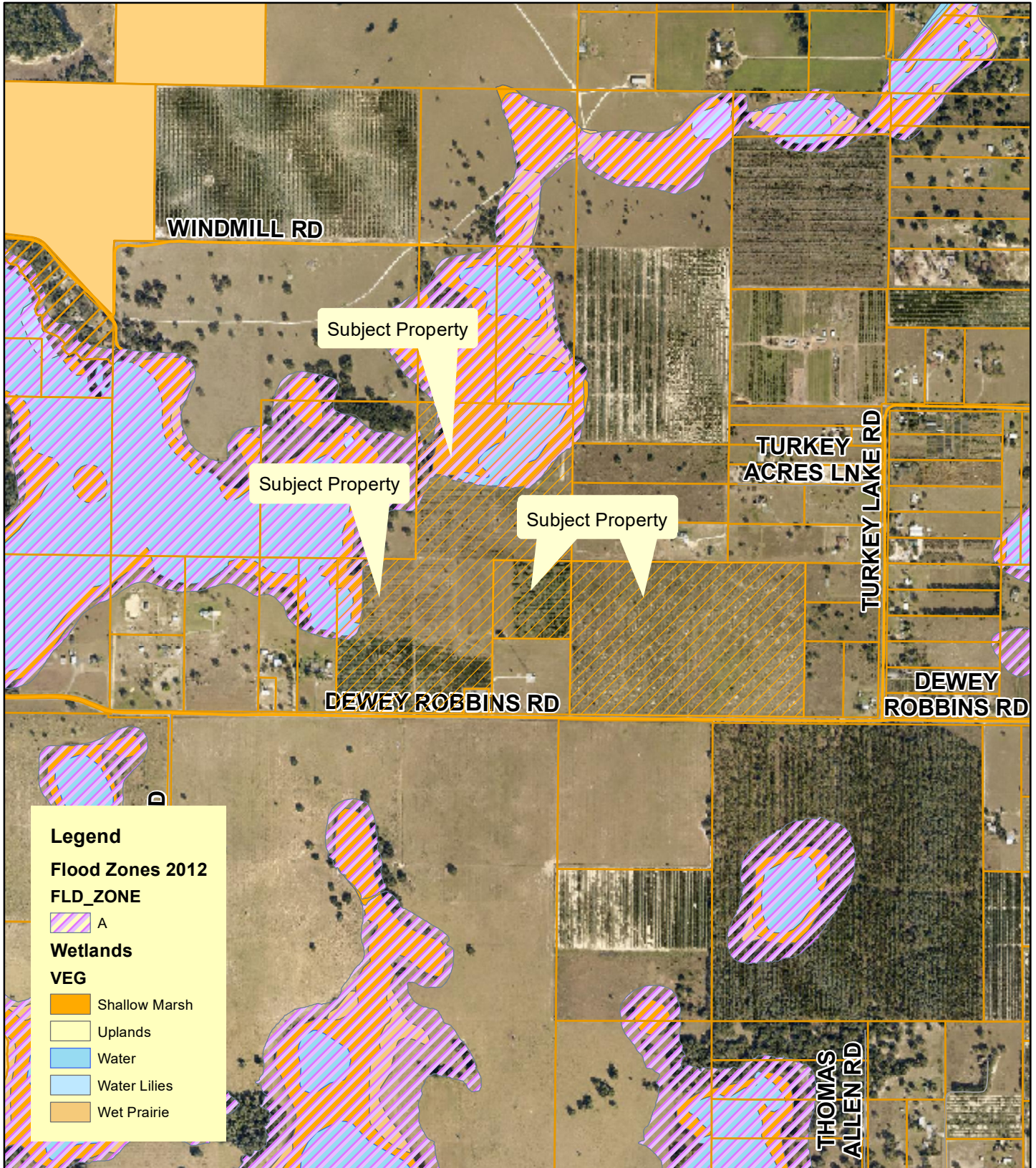


**Planning
& Zoning
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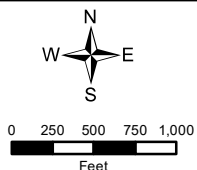


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 March 24, 2021

Wetlands and Flood Zone



**Planning
& Zoning
Division**



ANNX-21-52, LSCP-21-53, PUD-21-54 - Hodges Reserve
AK#s: 1209463, 1030285, 1404410
Section 31, Township 20 South, Range 25 East and
Section 32, Township 20 South, Range 25 East
March 24, 2021

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.7.

Meeting Date: June 14, 2021

From: Dan Miller, (Planning and Zoning Manager)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 221 +/- acres from PUD (Planned Unit Development) to PUD (Planned Unit Development) to allow for commercial and residential development for a property generally located east of U.S. Highway 27 and south of Windsong Oak Drive, as legally described in Sections 25 and 36, Township 20 South, Range 24 East, and Sections 30 and 31, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Windmill)

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 commercial and residential development.

Analysis:

The project site is approximately 221 +/- acres, and is generally located east of U.S. Highway 27 and south of Windsong Oak Drive as shown on the attached maps. At this time, the property is agriculture (pasture and timber). The proposal will allow for commercial and residential development. The existing land uses surrounding the property are pasture, timber, vacant commercial, mobile home park, institutional, single-family residential, non-agriculture acreage, and orange groves. City of Leesburg utilities are available nearby.

This action will extend the phasing language of the PUD (Planned Unit Development) zoning for ten (10) years, as previously discussed by Commission at the May 24, 2021 meeting.

The Planning Commission held a public hearing on the application on April 22, 2021 and recommended approval by a vote of 7-0.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to PUD (Planned Unit Development) to allow for commercial and

residential 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: 6/9/2021 11:17:49 AM

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 221 +/- ACRES FROM PUD (PLANNED UNIT DEVELOPMENT) TO PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR COMMERCIAL AND RESIDENTIAL DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED EAST OF U.S. HIGHWAY 27 AND SOUTH OF WINDSONG OAK DRIVE, AS LEGALLY DESCRIBED IN SECTIONS 25 AND 36, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND SECTIONS 30 AND 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (WINDMILL)

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

Section 1.

Based upon the petition of A. Wayne Rich, 390 N. Orange Avenue, Suite 1400, Orlando, Florida, 32801, 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 PUD (Planned Unit Development) to PUD (Planned Unit Development), with amended conditions, to-wit:

(Legal Description)
(See Exhibit A)

Section 2.

This ordinance shall amend the conditions of Ordinance 17-17 and Ordinance 17-41 by deleting Section 16.B Development Phasing (Exhibit B) of these two aforementioned ordinances. All other conditions, standards and requirements shall remain unchanged by this action.

Section 3.

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

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

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

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

DATE: March 29, 2021
OWNER: Windmill-27 I, LLC; Windmill-27 II, LLC; BLR Windmill Road Commercial, LLC;
BLR Windmill Road Residential, LLC
PETITIONER: Windmill-27 I, LLC; Windmill-27 II, LLC; BLR Windmill Road Commercial, LLC;
BLR Windmill Road Residential, LLC
PROJECT: Windmill Road Commercial-Residential
REQUEST: PUD (Planned Unit Development)
CASE NO.: PUD-21-56

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 4/16/21

FIRE

No comment from Leesburg Fire Department. Amanda Stevenson 4/5/21

ELECTRIC

This is outside Leesburg Electric's territory. Steve Davis 3/31/21

GAS

No comments received as of 4/16/21

GIS

GIS has no comments. Tammy Magamoll 3/31/21

BUILDING

No comments received as of 4/16/21

PUBLIC WORKS

Public Works has no issues with this proposal. Clifford Kelsey 4/12/21

ADDRESSING

No comments received as of 4/16/21

ECONOMIC DEVELOPMENT

No comments received as of 4/16/21

LAKE COUNTY PUBLIC WORKS

Attached are comments Lake County Public Works has on the Windmill 27 PUD. Thanks, Seth Lynch
4/14/21

LAKE COUNTY SCHOOLS

Please find attached school board comment for Windmill PUD. Thanks, Helen LaValley 4/13/21

PUBLIC RESPONSES

Approval

no approvals

Disapproval

2 disapprovals

No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

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

DATE: April 22, 2021

OWNER: Windmill-27 I, LLC; Windmill-27 II, LLC; BLR Windmill Road Commercial, LLC;
BLR Windmill Road Residential, LLC

PETITIONER: Windmill-27 I, LLC; Windmill-27 II, LLC; BLR Windmill Road Commercial, LLC;
BLR Windmill Road Residential, LLC

PROJECT: Windmill Road Commercial-Residential

REQUEST: PUD (Planned Unit Development)

CASE NO.: PUD-21-56

GENERAL LOCATION: The property is generally located east of U. S. Highway 27 south
and south of Windsong Oak Drive.

FUTURE LAND USE DESIGNATION: Estate Residential

SURROUNDING FUTURE LAND USE DESIGNATION:

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

PROPOSED FUTURE LAND USE DESIGNATION: N/A

EXISTING ZONING DESIGNATION: Lake County A (Agriculture) and R-3 (Medium Density
Residential)

SURROUNDING ZONING DESIGNATIONS:

North — Lake County RMRP (Mobile Home Rental Park District)
South — Lake County A (Agriculture)
West — Lake County CFD (Community Facility District); RMRP (Mobile Home
Rental Park District)
East — Lake County A (Agriculture)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development) – commercial and
residential

EXISTING LAND USE: Agricultural (pasture and timber)

SURROUNDING EXISTING LAND USE:

North — Pasture
South — Pasture; Timber; Commercial (vacant)
West — Residential (Mobile Home Park); Institutional; Single Family Residential;
Commercial (vacant and developed)
East — Non-agricultural acreage; Timber; Pasture; Orange Groves

PROPOSED LAND USE: Mixed use residential and commercial development.



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

OWNER: Windmill-27 I, LLC; Windmill-27 II, LLC; BLR Windmill Road Commercial, LLC; BLR Windmill Road Residential, LLC
PROJECT: Windmill Road Commercial-Residential
REQUEST: PUD (Planned Unit Development)
CASE NO.: PUD-21-56
MEETING DATE: April 22, 2021

THE PLANNING & ZONING DIVISION RECOMMENDS:

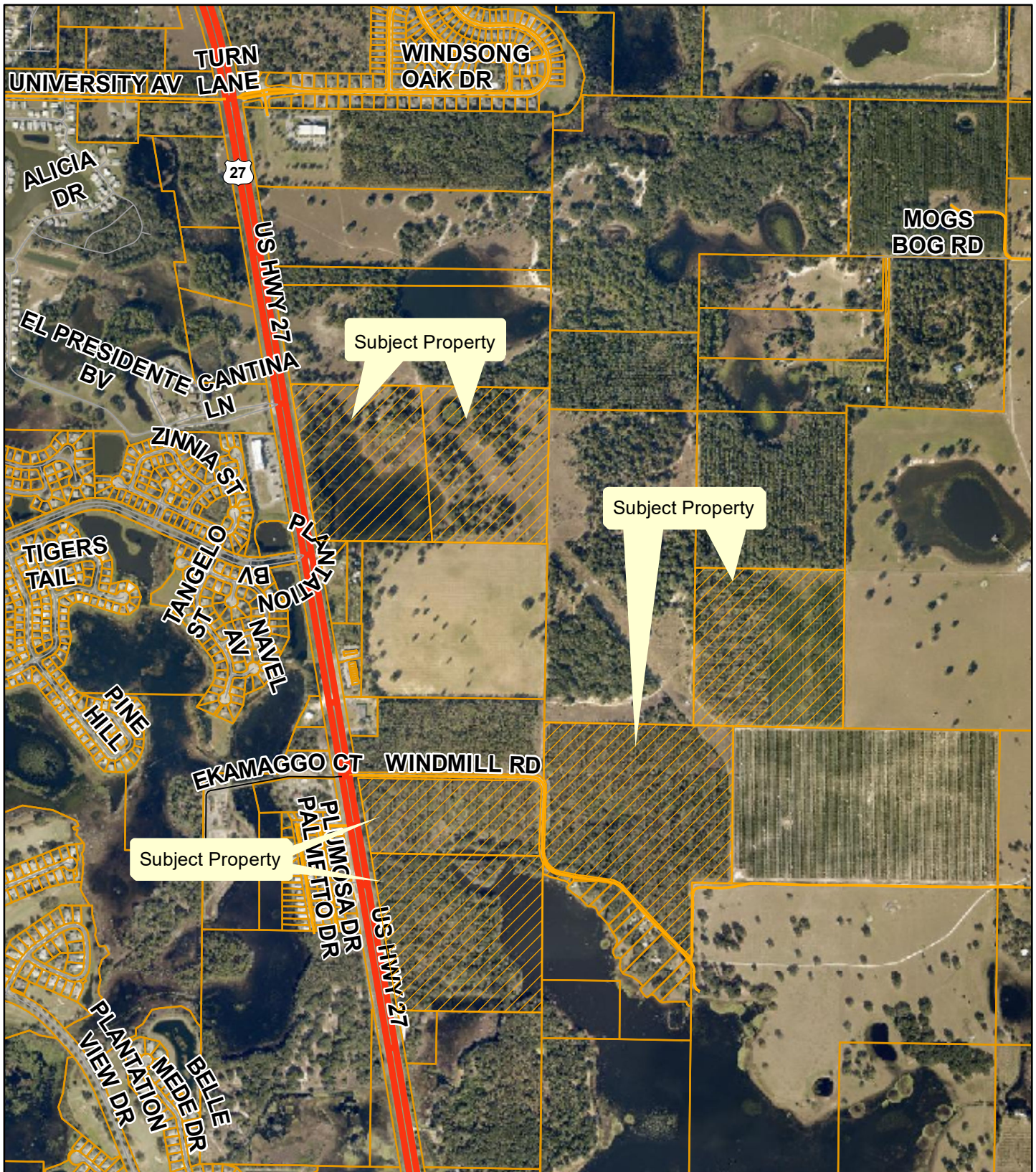
APPROVAL of the request **for the following reason(s):**

1. The proposed request to rezone the subject property from PUD (Planned Unit Development) to PUD (Planned Unit Development) with amended conditions is a request to amend Ordinances 17-17 and Ordinance 17-41 by rezoning the property to delete Section 16.B. *Development Phasing*. This section requires substantial commencement of a development within a 48-month time period from final approval of a zoning ordinance. This section exists in numerous older PUD documents and has not caused, created or proven any form benefit to City residents.
2. PUDs containing Section 16.B *Development Phasing* have been in place for no less than 20 years in the City of Leesburg. During that time, staff has found that the requirement of development within a specific time frame creates a lack of consistency and predictability for citizens, staff and the development community, by causing previously approved zoning cases to be re-heard even though no substantive change or request is presented.
3. Rehearing a previous zoning case due Section 16.B *Development Phasing* does create a negative fiscal impact by requiring expenditures in time, advertising, salaries, mailing notices and posting signs, which is borne unnecessarily by the taxpayers
4. This request does not create a detriment to surrounding property owners.
5. This request does not create an inconsistency with the City of Leesburg Comprehensive Plan.

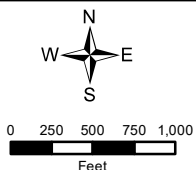
Action Requested:

1. Vote to approve the recommendation to rezone the subject property from PUD) Planned Unit Development to PUD (Planned Unit Development) with amended conditions as attached hereto in Exhibit A and forward to the City Commission for consideration.

Aerial

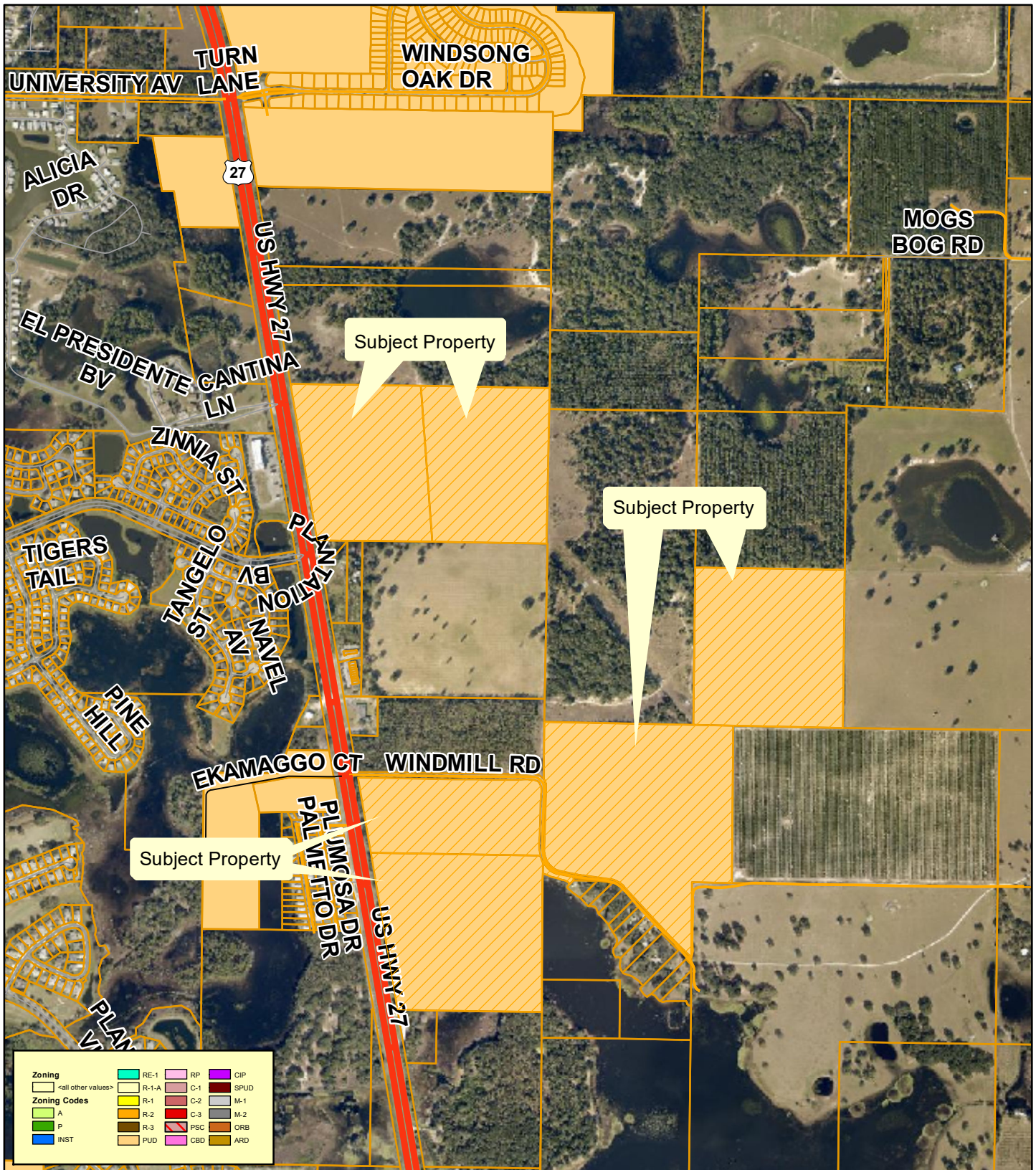


**Planning
& Zoning
Division**



PUD-21-56 Windmill
 Florbra Windmill 27 I & II, LLC and BLR Windmill Road
 AK#: 1035490, 1383439, 1030218, 1209421, 3876258, 1044154
 Sections 25, 36, Township 20 South, Range 24 East and
 Sections 30, 31, Township 20 South, Range 25 East
 March 9, 2021

Zoning



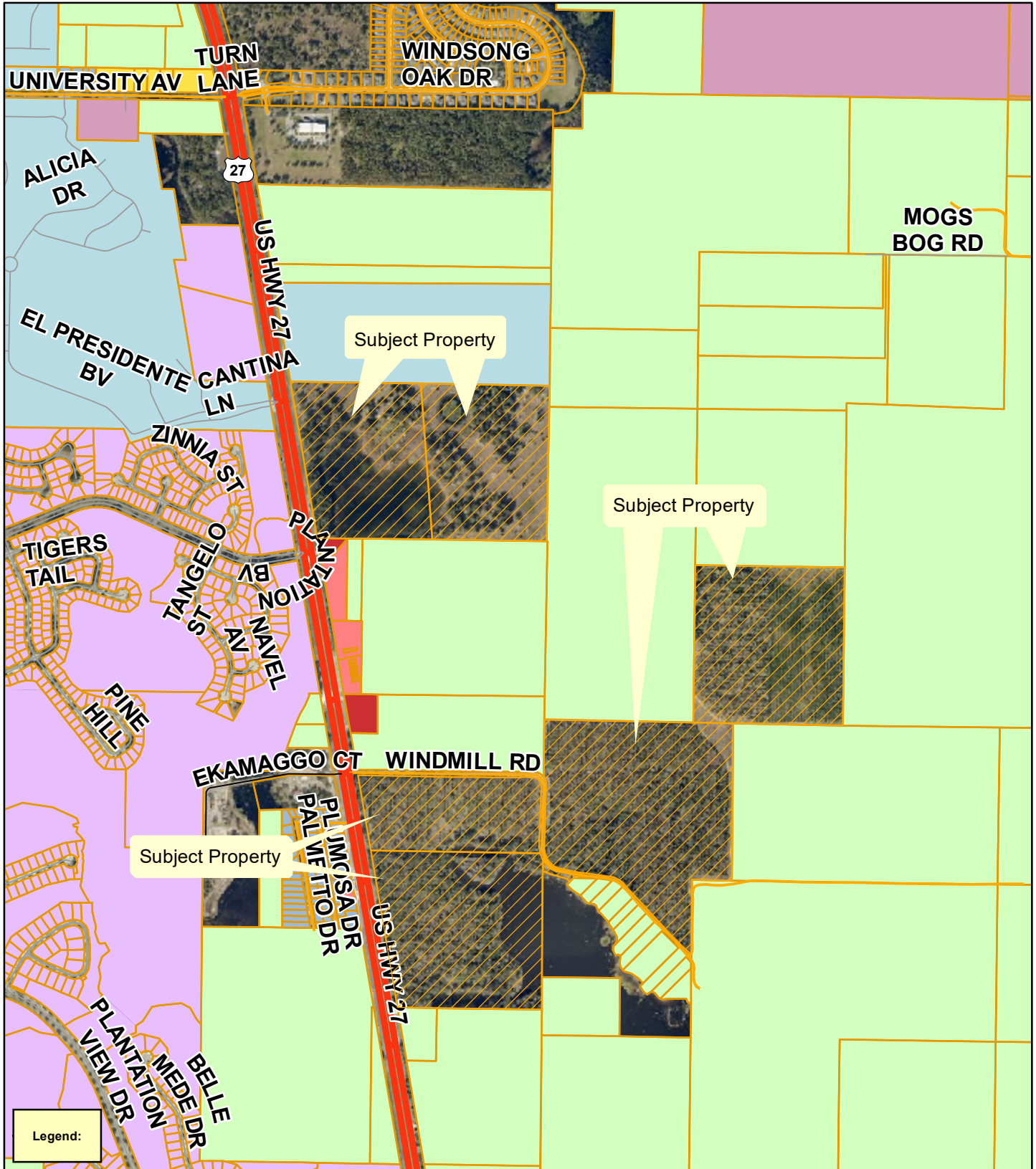
**Planning
& Zoning
Division**



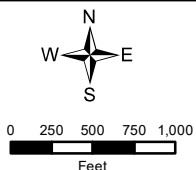
0 250 500 750 1,000
Feet

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Lake County Zoning

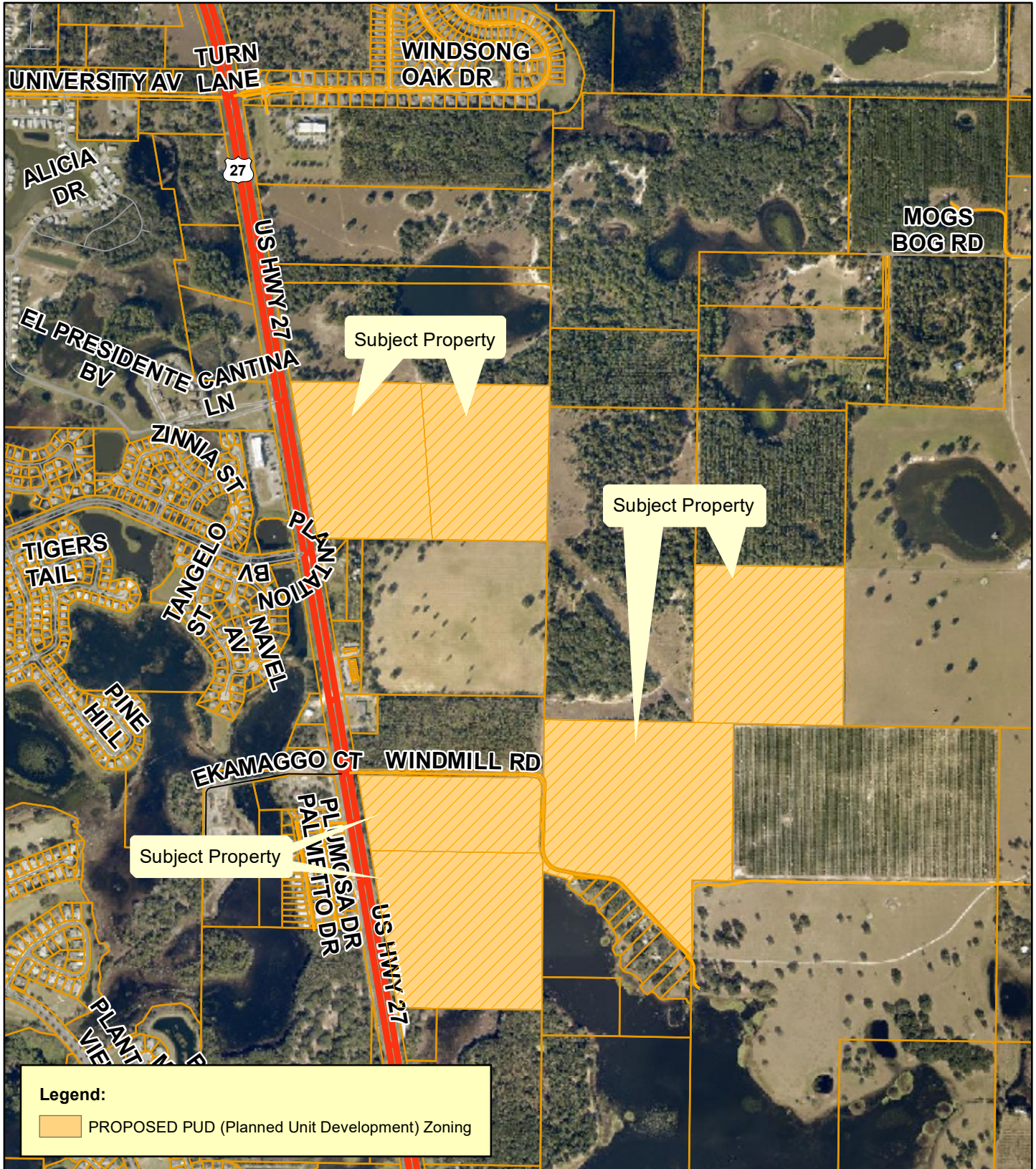


**Planning
& Zoning
Division**

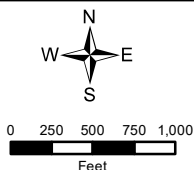


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Proposed Zoning

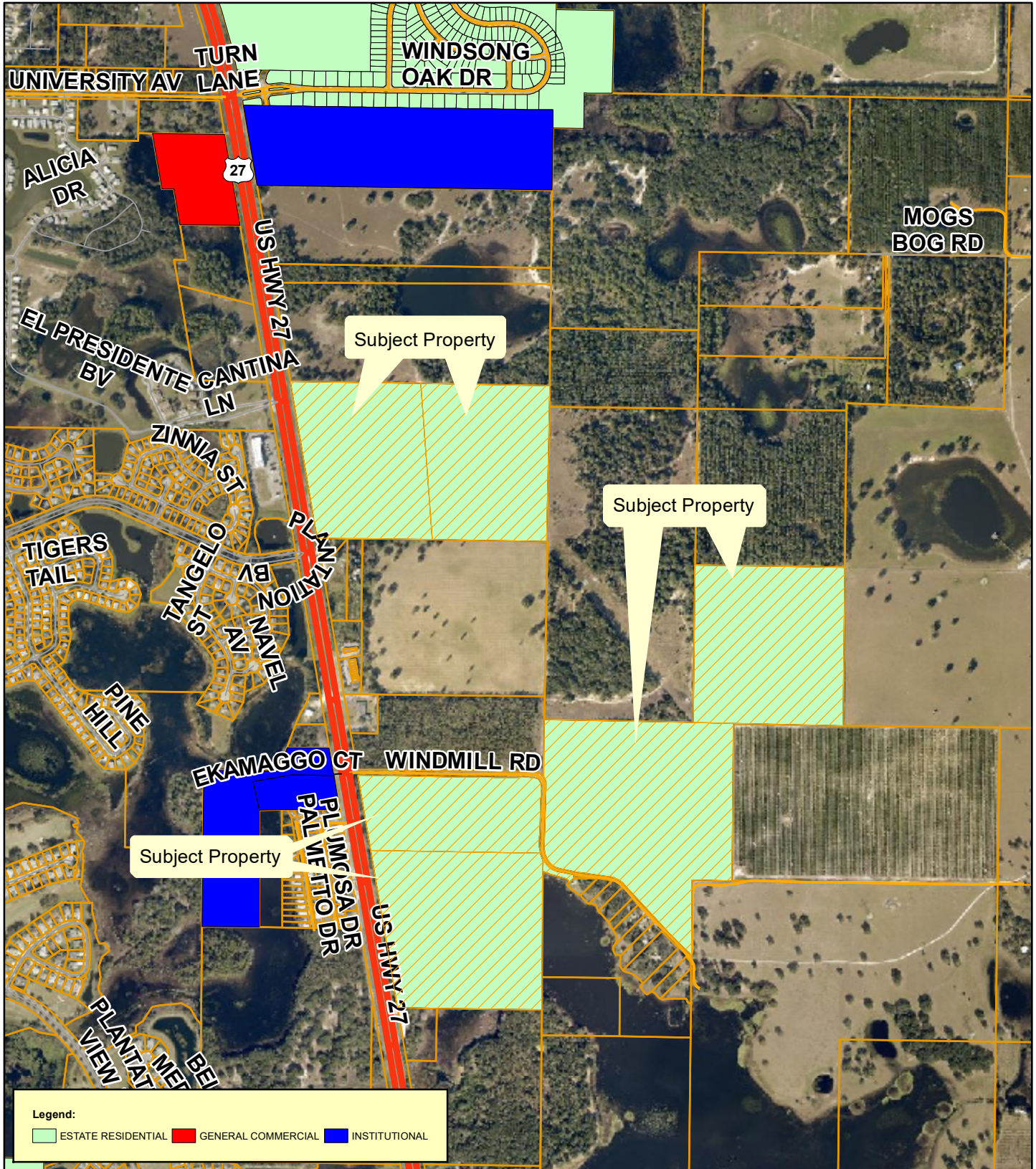


**Planning
& Zoning
Division**

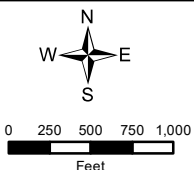


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Future Land Use

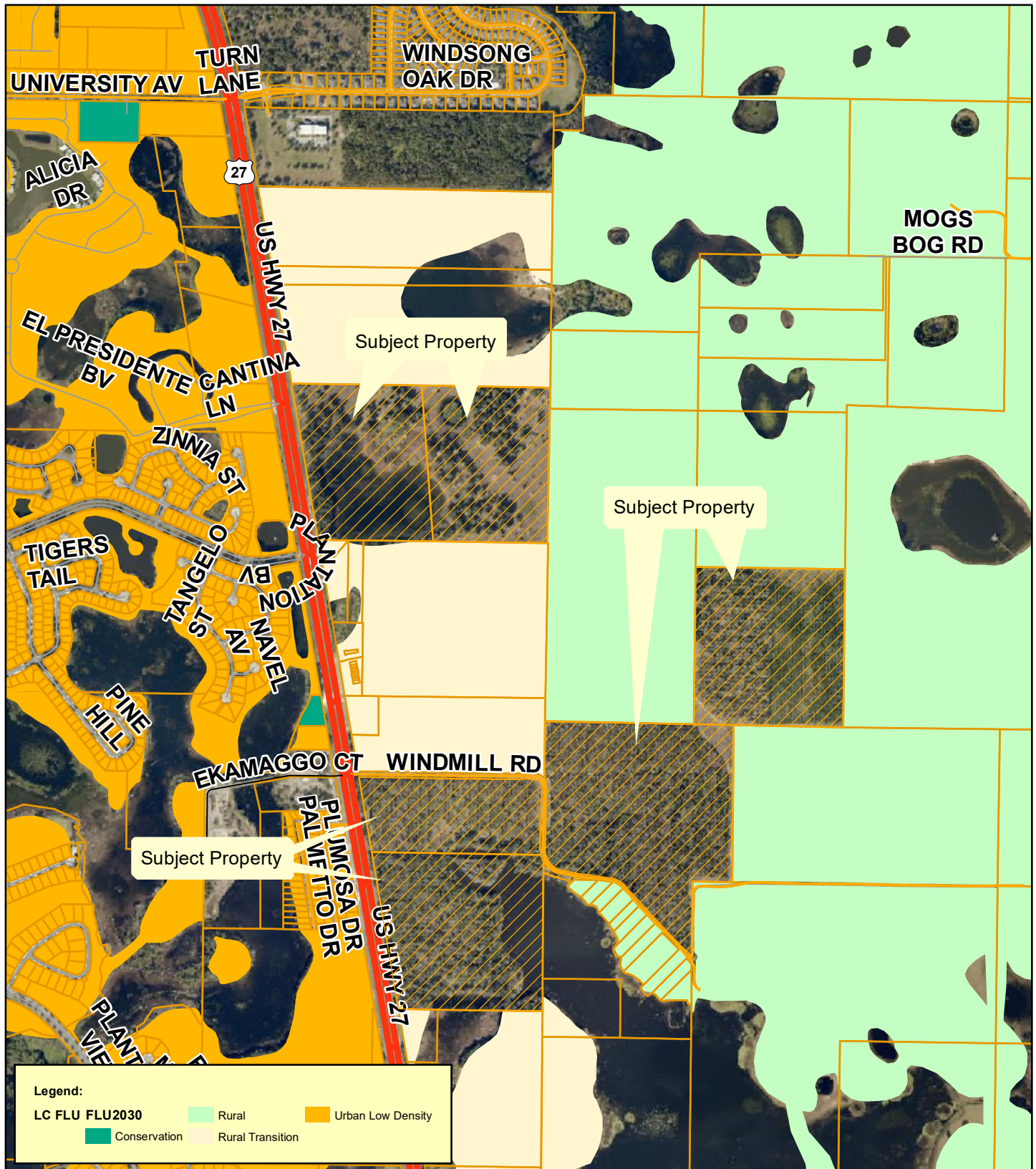


**Planning
& Zoning
Division**

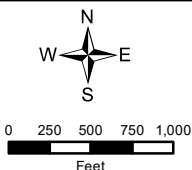


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 March 9, 2021

Lake County Future Land Use



**Planning
& Zoning
Division**

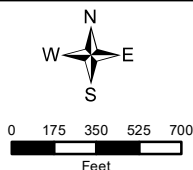


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 March 9, 2021

Surrounding Land Uses

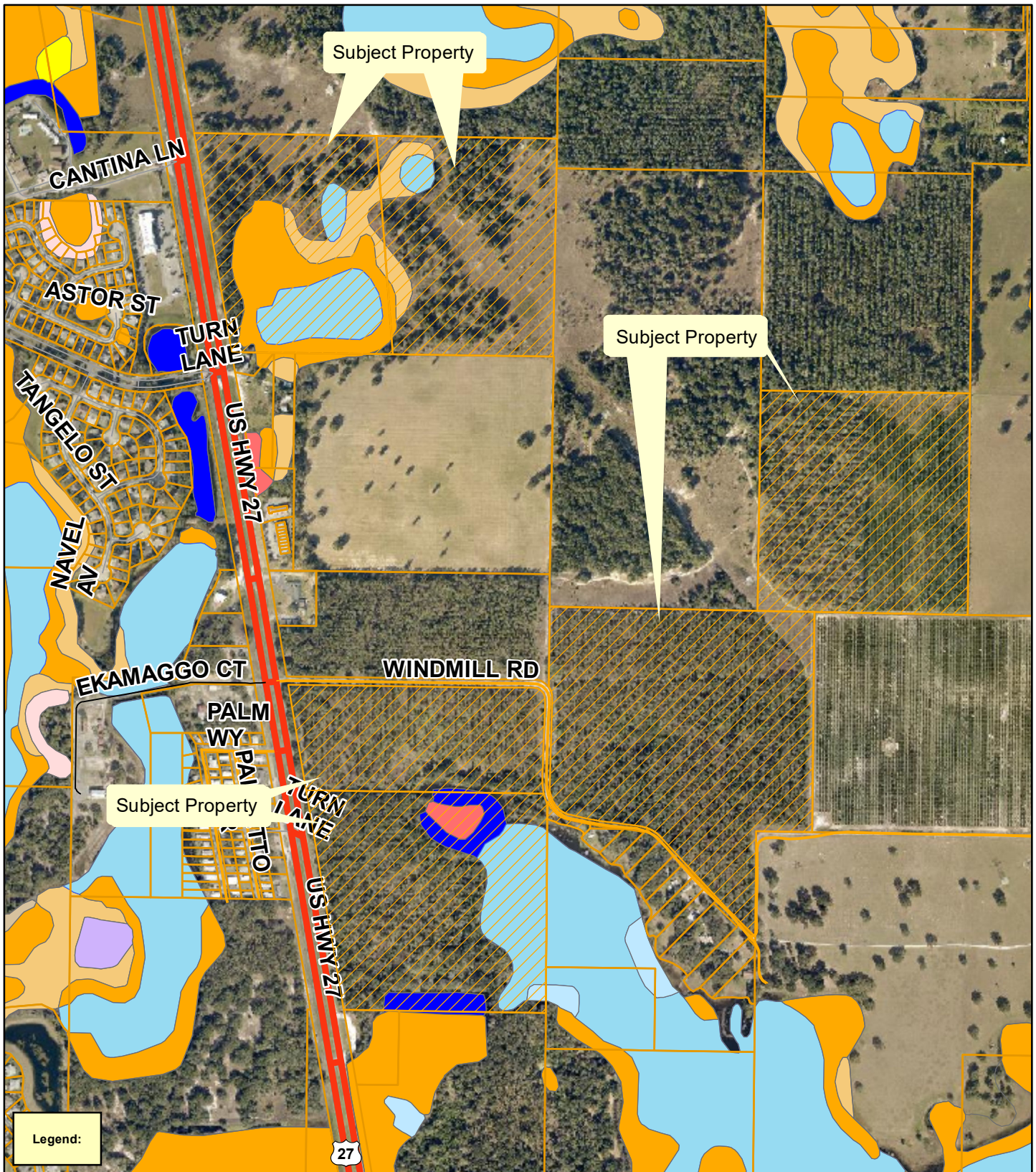


**Planning
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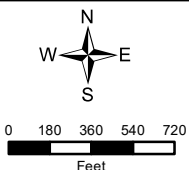


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 March 9, 2021

Wetlands

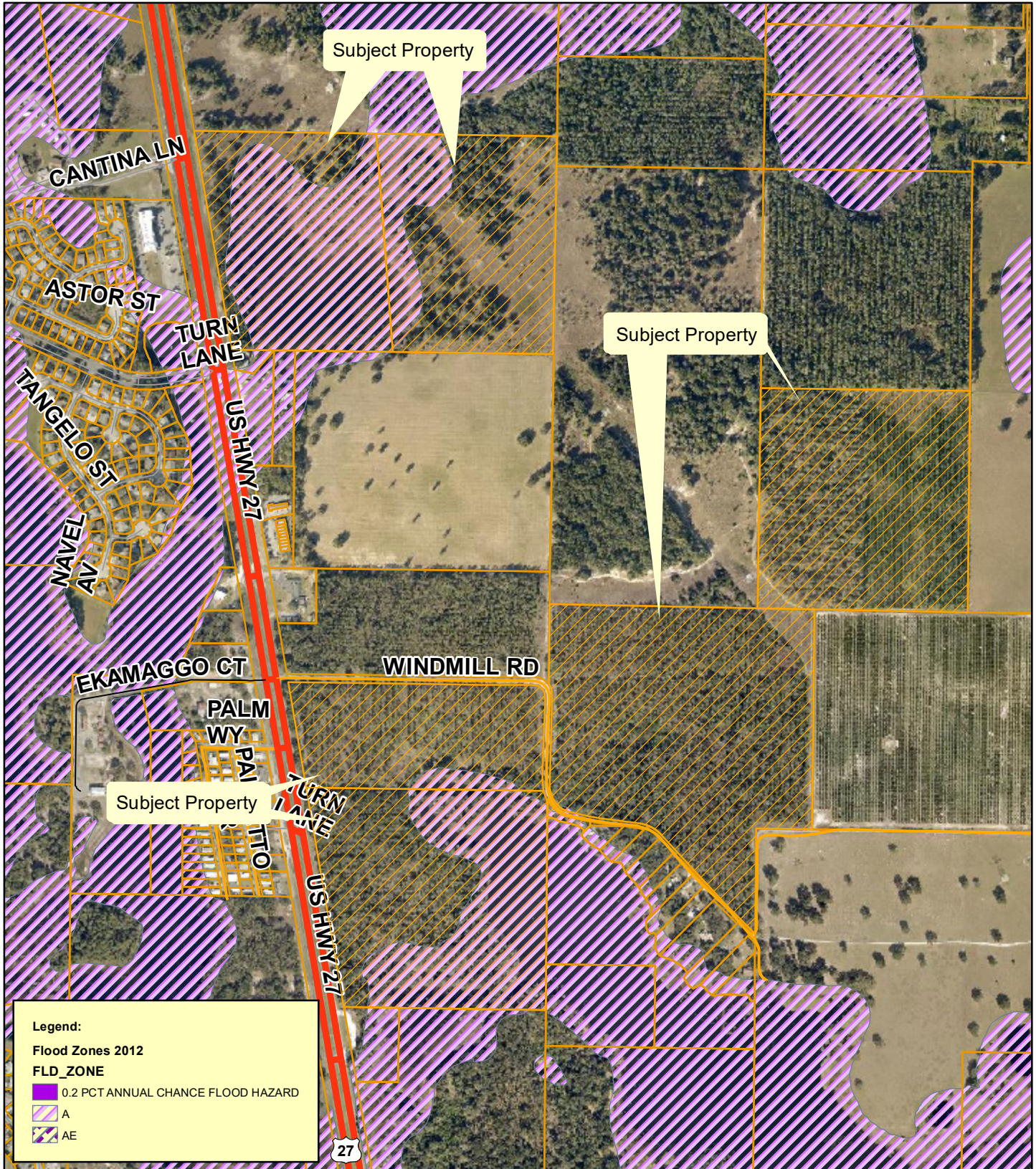


**Planning
& Zoning
Division**

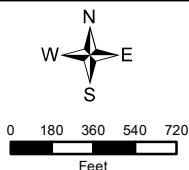


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 March 9, 2021

Flood Zones

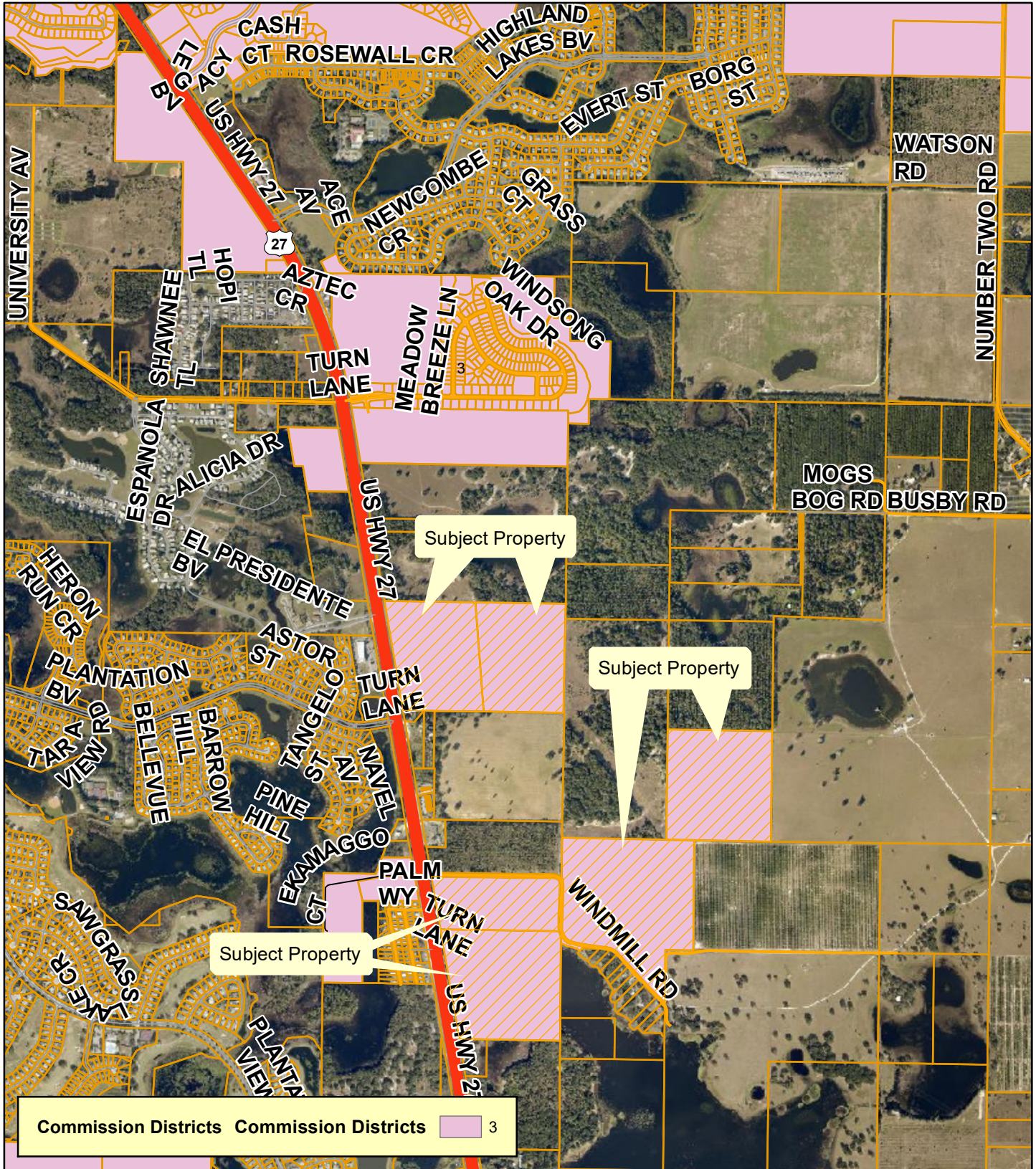


**Planning
& Zoning
Division**

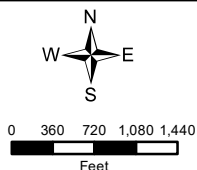


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Commission District

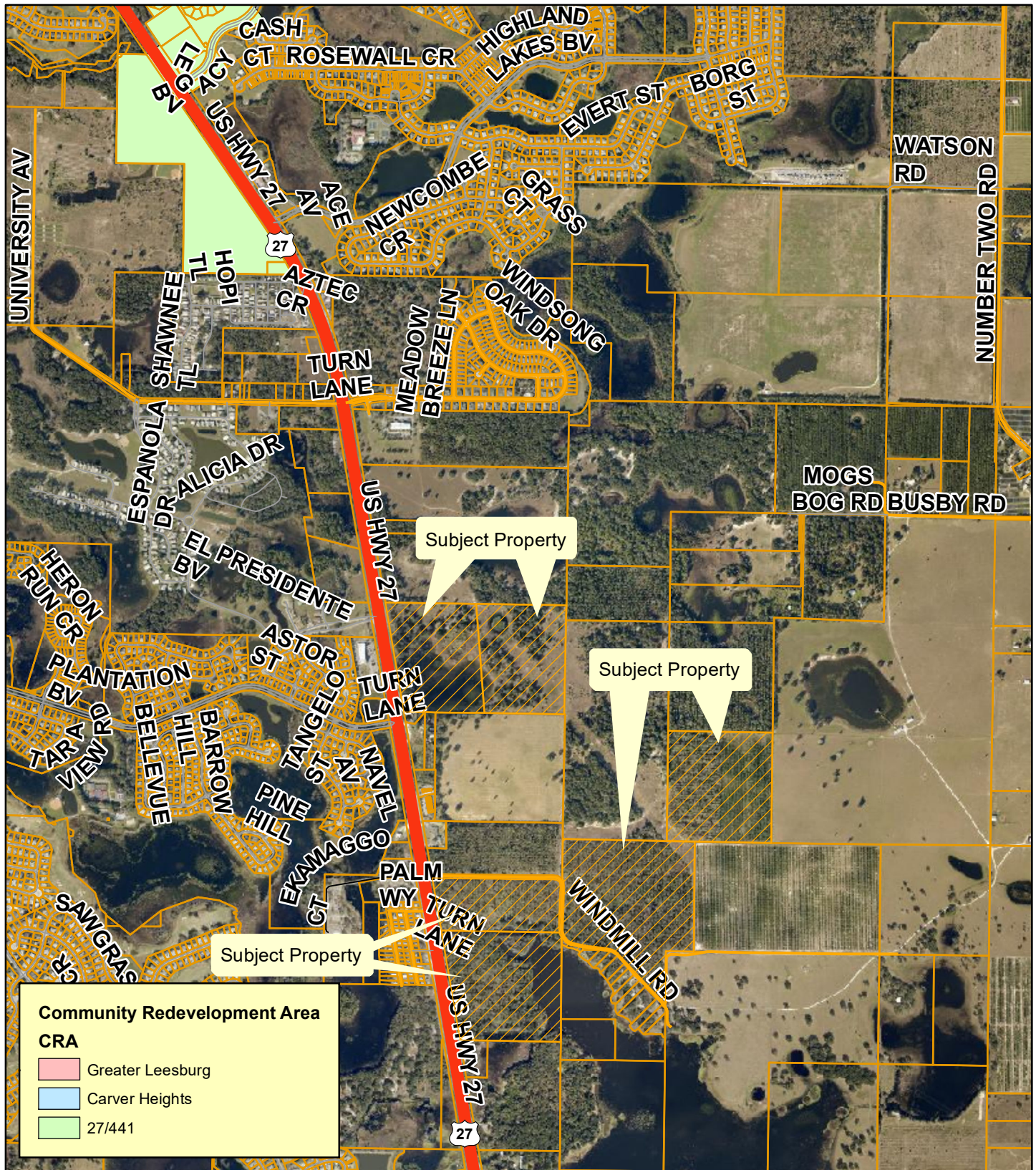


**Planning
& Zoning
Division**

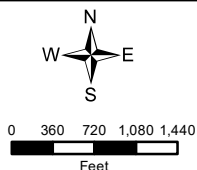


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Community Redevelopment Area



**Planning
& Zoning
Division**



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 March 9, 2021

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.1.

Meeting Date: June 14, 2021

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing and directing the Mayor and City Clerk to execute a Contract for Purchase and Sale between the City of Leesburg and The Villages Land Company, LLC for the purpose of setting forth the terms under which The Villages Land Company, LLC will acquire certain real property from the City of Leesburg; and providing an effective date.

Staff Recommendation:

Approve Resolution selling approximately 18.34 acres of property, south of CR 470, to the Villages Land Company LLC, for \$20,000 per acre (Total Sale \$366,800).

Analysis:

The Villages is in the process of developing property previously purchased from the City. This development will occur on approximately 1,100 acres located north of CR 470 and east of the Florida Turnpike. Construction is anticipated to begin in Summer 2022, with completion by Fall 2023 (ahead of the agreed upon timeline). This Villages investment is estimated to have a taxable value of approximately \$750 million (\$3.1 Million in Annual City Revenue). It is reasonable to assume that Villages expansion will not only move into the southern portion of City owned property south of CR 470, but include the entire FL Turnpike/CR 470 corridor. In order to serve this area with a safe, reliable and properly designed transportation network, a new intersection will be required. This interstation will be between the soon to be build Meggison Road (the extension of Morris Boulevard from CR 44) and CR 470. This purchase will provide 18.34 acres of property so that this new intersection can be constructed. It will be located just west of the CR 470 "S" curves. In so doing, the current City wastewater treatment plant driveway will need to be relocated to the east and the sale agreement places the construction of this "service road" on the Villages. The service road may also affect two other business, who will have the right to use the road.

As considered in May 2017, sale of property to the Villages is the most advantageous use of City property. The Villages option allows undevelopable property to be used at its highest and best use because this option (1) provides an alternative for our reuse spray field requirements; and, (2) has the highest potential for final development, which returns to all governmental jurisdictions significant new tax revenue in perpetuity.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

The sale of this property provides the Water/Sewer Fund with unplanned revenues of \$366,800. More importantly, the sale sets the stage to sell approximately 500 acres of City owned property on the south side of CR 470, which could yield the development of over 1,200 residential homes. This equals approximately \$300 million in taxable property or \$1.25 million in annual City revenues at the current millage rate. For all taxing jurisdiction it would be in excess of \$5.1 million annually.

Submission Date and Time:

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT FOR PURCHASE AND SALE BETWEEN THE CITY OF LEESBURG AND THE VILLAGES LAND COMPANY, LLC FOR THE PURPOSE OF SETTING FORTH THE TERMS UNDER WHICH THE VILLAGES LAND COMPANY, LLC WILL ACQUIRE CERTAIN REAL PROPERTY FROM THE CITY OF LEESBURG; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized and directed to execute an Contract for Purchase and Sale between the City of Leesburg and The Villages Land Company, LLC, whose address is 3619 Kiessel Road, The Villages, FL 32163, for the purpose of setting forth the terms under which The Villages Land Company, LLC will acquire certain real property from the City of Leesburg.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 14th day of June 2021.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

CONTRACT FOR PURCHASE AND SALE

THIS CONTRACT FOR PURCHASE AND SALE (“Contract”) is made between **THE VILLAGES LAND COMPANY, LLC**, a Florida limited liability company (“VLC”), and **CITY OF LEESBURG, FLORIDA**, Florida municipal corporation (“COL”), the “Effective Date” of this Contract is the date on which the last one of VLC and COL has signed, subject to all of the following terms and conditions:

RECITALS

A. COL is the owner of the real property in Lake County, Florida more particularly described in **Exhibit “A”** attached hereto and incorporated herein (“Property”).

B. At this time, COL and VLC wish to enter into a Contract for Purchase and Sale by which VLC agrees to purchase the Property from COL.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties agree as follows:

1. **Subject of the Purchase and Sale.** VLC shall purchase and COL shall sell the Property.

2. **Purchase Price.** The purchase price for the Property shall be TWENTY THOUSAND 00/100 DOLLARS (\$20,000.00) per gross acre of the Property as determined by a survey to be obtained by VLC which shall be paid at closing (the “Purchaser Price”).

3. **Earnest Money Deposit.** Within three (3) days of acceptance of this Contract, VLC shall tender to McLin Burnsed P.A. (“Escrow Agent”), the sum of TWENTY THOUSAND AND 00/100 DOLLARS (\$20,000.00). The funds held from time to time by Escrow Agent under this Contract shall be the “Earnest Money.”

4. **Title to the Property.** Title to the Property shall be good and marketable and shall be conveyed to VLC free and clear of any and all liens, encumbrances, claims and interests of any kind or nature whatsoever except the following: (a) current real estate taxes not delinquent; and (b) those exceptions approved by the VLC (collectively, “Permitted Exceptions”).

As evidence of such title, COL shall, at its sole cost and expense, obtain and deliver to VLC within thirty (30) days of the Effective Date, a commitment for an ALTA owner's policy of title insurance (6-17-06) (with modifications) issued by an agent for Old Republic National Title Insurance Company (or some other title insurer acceptable to VLC) (the “Title Insurer”), together with legible copies of all instruments identified as exceptions in the commitment (“Commitment”), in which Commitment the Title Insurer shall agree to insure in an amount equal to the Purchase Price that upon delivery of a special warranty deed from COL to VLC, VLC shall have fee simple

title to the Property free and clear of all matters rendering the property unmarketable except for the Permitted Exceptions. Within thirty (30) days after receipt of the Commitment, VLC shall provide COL with notice of any matters set forth in the Commitment which shall render COL's title to the Property unmarketable as determined under the Uniform Title Standards adopted by the Florida Bar Association and the laws of the State of Florida but shall not include any Permitted Exceptions (hereinafter collectively referred to as the "Title Defect"). COL shall have ten (10) days after receipt of such notice from VLC to cure any Title Defect. If COL fails to cure the Title Defect within the ten (10) day period, then the VLC shall then within five (5) days thereafter elect to: (a) terminate this Contract whereby the Earnest Money shall be returned to VLC and the parties hereto shall be relieved of any further duties, obligations, or responsibilities arising hereunder, except for those intending to survive termination; or (b) waive its objections and proceed with the Contract. If VLC does not provide written notice to COL of its elections within the ten (10) day period set forth in the preceding sentence, VLC shall be deemed to have elected to pursue its options under clause (b) of the preceding sentence.

5. **Due Diligence Period.** VLC shall, at VLC's expense and within ninety (90) days from the Effective Date of the Contract ("Due Diligence Period"), determine whether the Property is suitable, in VLC's sole and absolute discretion, for VLC's intended use. During the Due Diligence Period, VLC may conduct any tests, analyses, surveys and investigations ("Inspections") which VLC deems necessary to determine to VLC's satisfaction the condition of the Property. VLC shall deliver written notice to COL prior to the expiration of the Due Diligence Period of VLC's determination in VLC's sole and absolute discretion of whether or not the Property is acceptable. Upon notice from VLC that the Property is not acceptable, VLC shall be entitled to a refund of the Earnest Money held by the Escrow Agent and upon such refund this Contract shall be null and void. COL grants to VLC, its agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections; provided, however, that VLC, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. VLC shall indemnify and hold COL harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by VLC. VLC will not engage in any activity that could result in a mechanic's lien being filed against the Property without COL's prior written consent.

6. **Conduct During the Term of this Contract.** During the term of this Contract, COL shall designate VLC its agent for purposes of working with federal, state and local governments for purposes of entitling the Property as necessary for the Property to be developed generally as an extension of The Villages.

7. **Survey.** VLC shall cause a staked survey of the Property to be prepared by a licensed, registered Florida surveyor within the Due Diligence Period (the "Survey"). The cost of such Survey will be borne solely by the VLC.

8. **Representations and Warranties.** Except as otherwise expressly provided in this Contract, COL is not making and specifically disclaims any warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to,

warranties or representations as to matters of title (other than COL's warranty of title set forth in the deed to be delivered at Closing), zoning, tax consequences, physical or environmental conditions, operating history or projections, valuation, governmental approvals, governmental regulations, or any other matter or thing relating to or affecting the Property including, without limitation: (a) the value, condition, merchantability, marketability, profitability, suitability or fitness for a particular use or purpose of the Property, (b) the manner or quality of the construction or materials incorporated into any part of the Property, and (c) the manner, quality, state of repair, or lack of repair of the Property. Except as otherwise provided in this Contract, VLC agrees that with respect to the Property, VLC has not relied upon and will not rely upon, either directly or indirectly, any representation or warranty of COL or any agent of COL. VLC represents that it is a knowledgeable purchaser of real estate and that it is relying solely on its own expertise and that of VLC's consultants, and that VLC will conduct such inspections and investigations of the Property, including, but not limited to, the physical and environmental conditions thereof, and shall rely upon same, and, upon closing, shall assume the risk that adverse matters, including, but not limited to, adverse physical and environmental conditions, which may not have been revealed by VLC's inspections and investigations. Nothing herein shall be construed to limit COL's warranties provided for in the Special Warranty Deed delivered at closing.

9. **Covenants.** COL covenants and agrees that COL shall give VLC and its representatives and inspectors access to the Property for purposes of inspection, including any environmental survey. Neither Buyer nor any of Buyer's agents shall unreasonably disturb any of the activities being conducted on the Property by COL prior to Closing. Prior to entering the Property, Buyer shall provide Owner with proof of appropriate liability insurance covering any and all losses, costs, claims, damages, liabilities and expenses which might arise from the exercise by Buyer and Buyer's agents of the aforesaid right of entry. Buyer's insurance shall be in a minimum sum of five million and 00/100 dollars (\$5,000,000.00) single limit coverage.

10. **Closing.** Closing of the transaction contemplated hereby shall occur at the offices of McLin Burnsed P.A., 26736 US Highway 27, Leesburg, Florida, or such other place designated by VLC. Notwithstanding the foregoing, the parties will endeavor to close this transaction by mail, overnight courier, facsimile and wire transfer. Closing shall occur on or before sixty (60) days from the expiration of the Due Diligence Period.

11. **Deed and Affidavit at Closing (Property).** COL shall convey marketable title to the Property by special warranty deed. In addition, COL shall sign a commercial seller's affidavit permitting the deletion of standard exceptions. COL shall convey the property free and clear of any mineral reservations or other subsurface rights.

12. **Considerations of VLC.** At Closing, VLC shall pay to COL the Purchase Price, less any Closing prorations as hereinafter provided and less the amount of the Earnest Money which shall be applied to the Purchase Price. Closing costs will be paid by the parties as is typical for transactions in the local market.

13. **Defaults.**

13.1. In the event COL breaches any warranty or representation contained in this Contract or fails to comply with or perform any of the covenants, agreements or obligations to be performed by COL under the terms and provisions of this Contract, VLC, in VLC's sole discretion, shall be entitled to (i) exercise all rights in equity of specific performance, (ii) terminate this Contract, or (iii) to waive the default and proceed to the Closing. COL shall have no liability for damages to VLC unless COL shall willfully fail and refuse to close and VLC, being ready, willing, and able to close, and having waived all unfulfilled conditions, shall be unable to obtain the remedy of specific performance. In no event shall VLC be entitled to recover special, incidental or consequential damages. Upon any such termination, the Earnest Money shall be immediately refunded by Escrow Agent to VLC and this Contract and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect.

13.2. In the event VLC fails to comply with or perform under the terms and provisions of this Contract, COL's sole and exclusive remedy for any such default shall be, upon giving written notice to VLC and Escrow Agent as herein provided, to receive the Earnest Money from Escrow Agent as full liquidated damages, whereupon this Contract and all rights and obligations created hereby shall automatically terminate and be null and void and of no further force or effect whatsoever. VLC and COL acknowledge that it would be difficult or impossible to ascertain the actual damages suffered by COL as a result of any default by VLC and agree that such liquidated damages are a reasonable estimate of such damages. Both parties acknowledge and agree that each was materially induced to enter into this Contract in reliance upon the other's agreement to limit their respective remedies in the event of default by the other party, and that neither party would have entered into this Contract but for the other's agreement to so limit such remedies. The provisions of this Paragraph 13 shall not limit VLC's obligations to indemnify COL pursuant to the terms of Paragraph 5 hereof.

14. Taxes, Assessments and Closing Costs.

14.1. COL shall pay, or cause to be paid, all real estate taxes relating to the Property assessed for all calendar years prior to the Closing and shall pay, or cause to be paid, that portion of such taxes assessed for and becoming a lien during the calendar year of the Closing as shall be allocable to it for the period through and including the date of the Closing. A credit shall be allowed to VLC at Closing for any such taxes which are not then due and payable. If the taxes for any such year have not been determined by the Closing, the most current taxes shall be used. If at Closing COL has already paid taxes for the entire current year, a charge will be made to VLC at the Closing for that portion of the taxes from the date of Closing through the end of the current year.

14.2. Certified, confirmed, and ratified special assessments liens that are due and payable in full as of the date of Closing, shall be paid by COL. If any such liens are payable in years following the Closing, the current year's payment shall be prorated (using the same method in this Contract for tax proration), and the balance shall be assumed by VLC. Pending liens as of the date of Closing shall be assumed by VLC.

14.3. COL shall pay for all stamp, documentary, sales and/or use tax in connection with the conveyance of the Property, and the owner's policy premium together with costs associated with curing title defects. The parties agree for purposes of this transaction, the documentary stamps payable on the Property shall be based on Purchase Price for the Property.

14.4. VLC shall pay all of the costs payable to its lender in connection with obtaining the mortgage loan (if any) and the mortgagee policy premium, if any, as well as any and all fees in connection with recordation of the special warranty deed.

15. **Damage or Destruction; Condemnation (Property)**. All risk of loss or damage to the Property shall remain with COL through and including the date of Closing, and all risk of loss or damage to the Property shall be with the VLC after Closing. If any of the Property shall suffer a loss by fire, flood, tornado, accident or other cause after the Effective Date and on or before the date of the Closing, or if proceedings to take or condemn the whole or any part of the Property for public or quasi-public use under any statute or by the right of eminent domain are commenced or threatened prior to the date of the Closing, then VLC may, at its option, either consummate or not consummate the transaction contemplated hereby. If VLC elects to consummate such transaction, then all insurance proceeds payable in respect of such casualty and/or any and all damages or awards payable in respect of such taking or condemnation shall be paid to VLC. If VLC elects not to consummate such transaction, this Contract shall terminate and be of no further force and effect, and the Earnest Money shall be promptly returned to VLC.

16. **Commission**.

16.1 COL represents and warrants to VLC, that COL has not dealt nor negotiated with any broker or finder in connection with the Property.

16.2 VLC represents and warrants to COL, that VLC has not dealt nor negotiated with any broker or finder in connection with the Property.

17. **Escrow Agent**. Escrow Agent shall incur no liability whatsoever in connection with its good faith performance hereunder. The parties hereby jointly and severally release and waive any claims they may have against Escrow Agent which may result from its performance in good faith of its function hereunder, specifically including, but not limited to, any delay in electronic wire transfer of funds. Escrow Agent shall be liable only for loss or damage caused directly by its acts of negligence or intentional misconduct while performing as escrow agent hereunder. In the event of any disagreement between the parties resulting in conflicting instructions to, or adverse claims or demands upon Escrow Agent with respect to release of the escrow funds, Escrow Agent may refuse to comply with any such instruction, claim or demand so long as such disagreement shall continue, and in so refusing Escrow Agent shall not release the escrow funds. Escrow Agent shall not be, or become liable in any way, for its failure or refusal to comply with any such conflicting instructions, or adverse claims or demands, and it shall be entitled to continue to refrain from acting until such conflicting instructions, or adverse claims or demands, (i) have been adjusted by agreement and it has been notified in writing thereof by the parties, or (ii) have finally been determined in a court of competent jurisdiction. Escrow Agent

may in its sole discretion resign by giving fourteen (14) days written notice thereof to the parties, in which event the parties shall furnish Escrow Agent written instructions for delivery of the escrow funds. If Escrow Agent does not receive such written instructions within such fourteen (14) day period, Escrow Agent may petition any court of competent jurisdiction for appointment of a successor escrow agent, and upon such appointment deliver the escrow funds to such successor.

18. **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person or sent by registered or certified mail, postage prepaid, or via recognized overnight parcel service, or on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission), addressed as follows:

TO COL:

City of Leesburg
Attn: Al Minner, City Manager
501 W. Meadow Street
Leesburg, Florida 34748
al.miner@leesburgflorida.gov

with a copy to:

McLin Burnsed
Attn: Fred Morrison
P.O. Box 491357
Leesburg, FL 34749
FredM@mcclimburnsed.com

TO VLC:

The Villages Land Company, LLC
Attn: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163
kelsea.manly@thevillages.com

with a copy to:

The Villages Land Company, LLC
Attn: Brian D. Hudson, Esq.
3619 Kiessel Road
The Villages, Florida 32163
brian.hudson@thevillages.com

or to such other address as may be furnished in writing by a party to the other.

19. **Construction, Jurisdiction, and Venue.** This Contract shall be construed according to the laws of the State of Florida. Jurisdiction and Venue for any action hereunder shall lie with the circuit court where the Property is located.

20. **Assignment.** VLC may assign this Contract by providing written notice of such assignment to COL at least five (5) days before the Closing. Such notice shall be accompanied by an instrument, acceptable to COL in the exercise of its reasonable discretion, executed by VLC, and the assignee pursuant to which VLC assigns to the assignee this Contract (together with all Earnest Money) and the assignee expressly assumes all obligations of VLC hereunder. Thereafter, VLC shall not be released from liability hereunder. Further, VLC or its assignee may take title to portions of the Property in separate entities so long as VLC pays any additional expense incurred to have the Property conveyed as separate parcels.

21. **Attorneys' Fees.** In the event either party shall be in default under this Contract, or if any dispute shall arise between the parties concerning the interpretation of this Contract, and if an action shall be brought in connection therewith in which it shall be finally (with no further appeal being available due to the expiration of appeal periods or otherwise) determined that either

party was in default, or that the court agrees with one party's interpretation of the disputed provision of this Contract, the party determined by the court to be in default, or with whose interpretation of this Contract the court does not agree, shall pay to the other party all attorneys' fees and litigation expenses incurred or paid by the other party in connection therewith.

22. **Time.** Time is of the essence of this Contract. When any time period specified herein falls or end upon a Saturday, Sunday or legal holiday, the time period shall automatically extend to 5:00 p.m. on the next ensuing business day.

23. **Counterparts.** This Contract will be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

24. **Signatures by Facsimile or Digital Execution.** It is the intent and agreement of the parties hereto that the signatures, initials and handwritten or typewritten modifications to this Contract shall be as legally binding upon the parties if in the form of a facsimile or digital execution (such as scanning and emailing) as if the original signatures, initials, and modifications were present on the documents in the hands of each party. Neither party shall assert the statute of frauds, nor unenforceability or invalidity of this Contract, or any addendum or modification of this Contract, because of the use of facsimile or digital copies and not originals in any litigation.

25. **JURY WAIVER.** EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF CONCERNS, OR RELATES TO THIS CONTRACT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS CONTRACT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

26. **Entire Agreement.** This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements between the parties relating to the subject matter of this Contract. No amendment hereto is effective unless made in writing and signed by both parties.

27. **Closing Contingency.** As a condition to Closing, at or prior to Closing, COL shall clear all easements or other rights of third parties in and to the driveway within the Property. The parties agree that a new driveway, which aligns with Meggison Road and ties back into the existing driveway at the boundary of the Property, shall be constructed on the Property at the sole cost of

VLC. VLC shall continuously grant legal and practical access in accordance with COL's development code to adjacent properties owned by 470 Leesburg LLC, Southeast Soils, Inc., and COL. If the new driveway is built to COL road specifications, upon completion of construction of the new driveway/road alignment and if requested by VLC, COL shall accept dedication of the new road.

28. **Police Powers.** VLC understands and acknowledges that the COL is the governmental body with land use and permitting authority over this project, and that despite any provision of this agreement to the contrary, Florida law does not permit the COL to contract away its police powers. Thus, all aspects of the project will need to meet all applicable codes and regulations, and are subject to all required public hearing processes which may lead to rejection of one or more parts of the project as envisioned in this Agreement. All elected and appointed boards of the COL shall retain the right, after public hearing and input, to approve or reject any application for a permit or authorization for the development, even after approval and execution of this Agreement, and no such rejection shall be considered a breach of this Agreement, nor shall it afford VLC any legal rights or remedies.

EXECUTED as of the date written below:
“VLC”

THE VILLAGES LAND COMPANY, LLC,
a Florida limited liability company

BY: TVL Company, LLC, a Florida limited
liability company

By: _____

Name: _____

Title: _____

DATED this ____ day of _____, 2021

“COL”

CITY OF LEESBURG

ATTEST:

Print Name: _____
Title: _____

By: _____
Name: _____
Title: _____

DATED this _____ day of _____, 2021

Approved as to legal form:

By: _____
City Attorney

JOINDER OF ESCROW AGENT

McLin Burnsed P.A. hereby (i) accepts appointment as Escrow Agent under the foregoing Contract, (ii) acknowledges receipt of the Earnest Money (as defined therein) in the amount of \$20,000.00, and (iii) agrees to hold the Earnest Money in a non-interest bearing account and to disburse the Earnest Money according to the terms and conditions thereof.

Dated: _____, 2021

By: _____
Name: _____
Title: _____

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

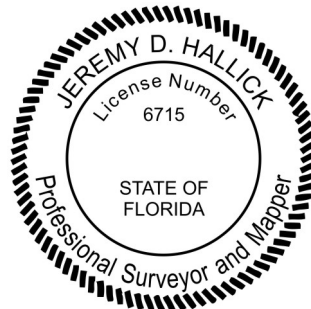
EXHIBIT "A"
SHEET 01 OF 02

LEGAL DESCRIPTION

A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1093, PAGE 476, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID LANDS LYING WITHIN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 17; THENCE RUN SOUTH 89°24'17" EAST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 128.15 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°35'43" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 470 (A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 11670-2601) AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 89°24'17" EAST, A DISTANCE OF 1371.42 FEET TO A POINT OF CURVATURE OF A 1096.40 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 79°30'54" EAST AND A CHORD LENGTH OF 376.62 FEET; 2) THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°46'47", AN ARC DISTANCE OF 378.50 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, RUN SOUTH 02°05'38" EAST, A DISTANCE OF 424.83 FEET; THENCE RUN NORTH 79°06'44" WEST, A DISTANCE OF 375.69 FEET; THENCE RUN NORTH 82°34'21" WEST, A DISTANCE OF 241.03 FEET; THENCE RUN NORTH 25°13'16" WEST, A DISTANCE OF 353.53 FEET; THENCE RUN NORTH 89°24'17" WEST, A DISTANCE OF 251.69 FEET; THENCE RUN SOUTH 76°06'40" WEST, A DISTANCE OF 83.70 FEET TO A POINT ON A 910.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE WEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 13°28'14" WEST AND A CHORD LENGTH OF 391.61 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°51'03", AN ARC DISTANCE OF 394.69 FEET TO A POINT OF REVERSE CURVATURE OF A 790.00 FOOT RADIUS CURVE CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 02°23'07" EAST AND A CHORD LENGTH OF 748.60 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 56°33'45", AN ARC DISTANCE OF 779.89 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 82°39'55" WEST, A DISTANCE OF 99.56 FEET; THENCE RUN NORTH 31°31'47" WEST, A DISTANCE OF 693.99 FEET; THENCE RUN NORTH 32°11'10" WEST, A DISTANCE OF 50.00 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4895, PAGE 332, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND A POINT OF CURVATURE OF A 525.00 FOOT RADIUS CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 15°52'16" WEST AND A CHORD LENGTH OF 294.96 FEET; THENCE ALONG THE EAST LINE OF SAID LANDS THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°37'48", AN ARC DISTANCE OF 298.99 FEET TO A POINT OF TANGENCY; 2) THENCE RUN NORTH 00°26'37" EAST, A DISTANCE OF 226.37 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE DEPARTING EAST LINE OF SAID LANDS, RUN NORTH 89°23'51" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 39.47 FEET TO A POINT ALONG THE RIGHT-OF-WAY TO LAKE COUNTY PER OFFICIAL RECORDS BOOK 3316, PAGE 54, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING NORTH LINE OF SAID LANDS, RUN NORTH 00°35'43" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 18.34 ACRES, MORE OR LESS.



GENERAL NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL OR ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY. SKETCH IS SUBJECT TO REVISION UPON COMPLETION OF A BOUNDARY SURVEY.
3. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 WITH 2011 ADJUSTMENT. AS A REFERENCE FOR THIS SKETCH, THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST AS BEING SOUTH 89°24'17" EAST.

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

SEE SHEET 2 FOR SKETCH



CFB

**CLYMER
FARNAR
BARLEY**

4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB4709

DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE\LEESBURG SPRAY FIELD SOUTH\DWG\LEESBURG SPRAY FIELD SOUTH SURSKETCH-REV1.DWG -02 SKETCH 12/16/2020 11:08 AM BY: JHALICK PDF 8.5 x 11 : _FB_PSM (255 Black).ctb

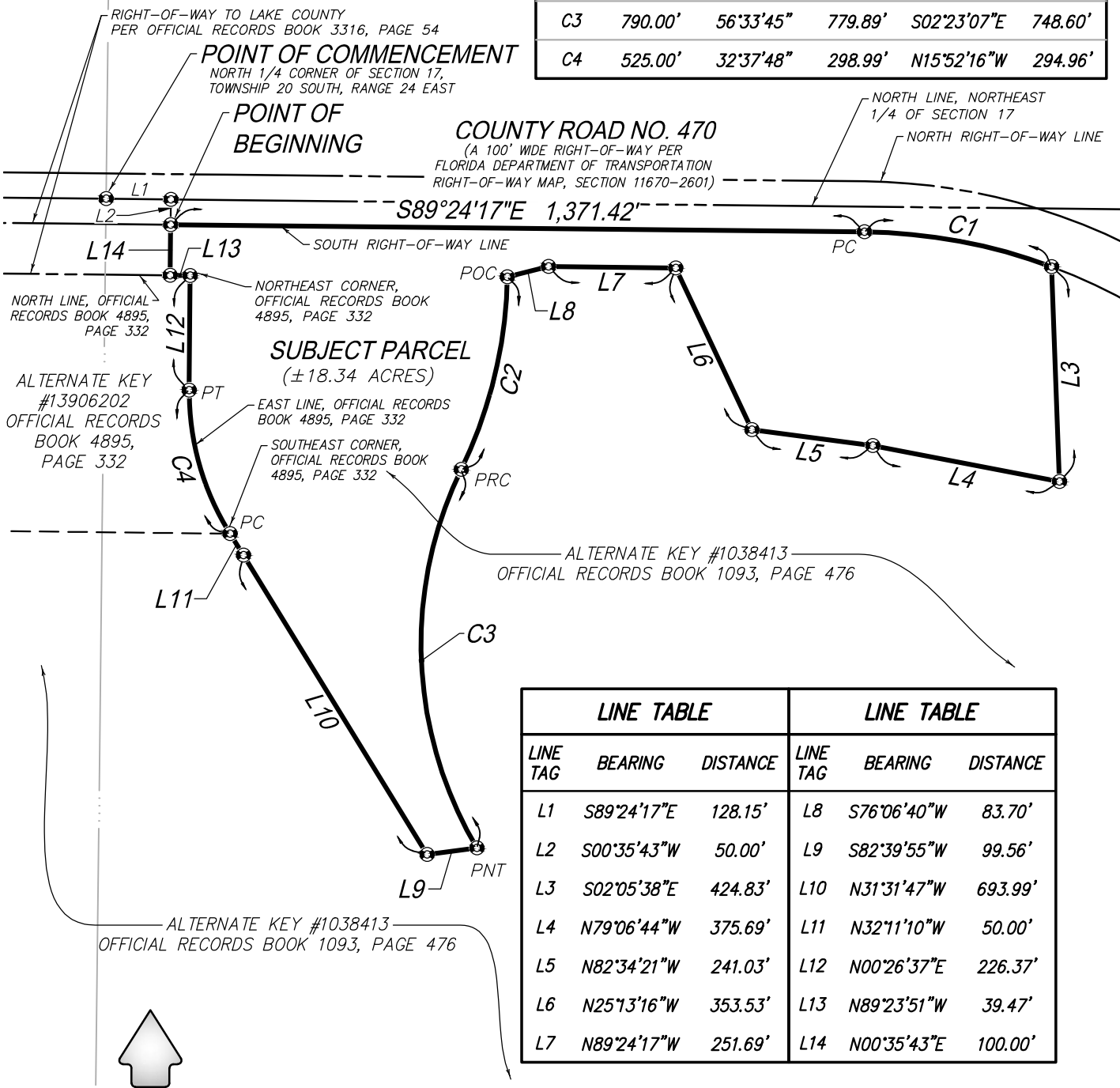
SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

LEGEND:

- LB = LICENSED BUSINESS
- POC = POINT ON CURVE
- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY
- PRC = POINT OF REVERSE CURVATURE
- PNT = POINT OF NON-TANGENCY
- L# = REFERENCE TO LINE TABLE
- C# = REFERENCE TO CURVE TABLE
- ⊙ = CHANGE IN DIRECTION

EXHIBIT " A "
SHEET 02 OF 02

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1096.40'	19°46'47"	378.50'	S79°30'54"E	376.62'
C2	910.00'	24°51'03"	394.69'	S13°28'14"W	391.61'
C3	790.00'	56°33'45"	779.89'	S02°23'07"E	748.60'
C4	525.00'	32°37'48"	298.99'	N15°52'16"W	294.96'



LINE TABLE			LINE TABLE		
LINE TAG	BEARING	DISTANCE	LINE TAG	BEARING	DISTANCE
L1	S89°24'17"E	128.15'	L8	S76°06'40"W	83.70'
L2	S00°35'43"W	50.00'	L9	S82°39'55"W	99.56'
L3	S02°05'38"E	424.83'	L10	N31°31'47"W	693.99'
L4	N79°06'44"W	375.69'	L11	N32°11'10"W	50.00'
L5	N82°34'21"W	241.03'	L12	N00°26'37"E	226.37'
L6	N25°13'16"W	353.53'	L13	N89°23'51"W	39.47'
L7	N89°24'17"W	251.69'	L14	N00°35'43"E	100.00'



NORTH

0 150 300



1 inch = 300 feet

SEE SHEET 1 FOR DESCRIPTION



CFB

**CLYMER
FARNER
BARLEY**

4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB4709

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.2.

Meeting Date: June 14, 2021

From: Al Minner, (City Manager)

Subject: Discussion Item:
Pat Thomas Field Grandstand Painting

Staff Recommendation:

No formal action required.

Analysis:

Commissioner Connell requested that staff examine the possibility of repainting and improving the athletics of Pat Thomas Field. Two options are available to the Commission should they desire to take such action.

Frist, to repaint the field as the grand stands and concession stands it is estimated to cost approximately \$30,000.

Second, the repaint and refurbish/paint the metal joist and railing throughout the grand stands it is estimated to cost \$150,000.

Two painting concepts are provided for Commission discussion. One concept is a beige/green scheme, which is its current state. An alternative concept is white/green. Both concepts match the themes used in other City facilities. Staff recommends using one of these two concepts and not deviating to other colors.

Procurement Analysis:

Current \$100,000 is allotted to complete this task in FY 22.

Options:

Fiscal Impact:

Submission Date and Time:







City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.3.

Meeting Date: June 14, 2021

From: Al Minner, (City Manager)

Subject: Discussion Item:
Leesburg Police Department Body Cameras

Staff Recommendation:

As the Commission may direct.

Analysis:

During FY 21 budget process, the Commission considered moving towards the implementation of body cameras for the Leesburg Police Department. At that time it was decided not to move forward with such option, hoping that federal funds would become available to offset the increase in cost. Mayor Christian requested this item be placed on the agenda to reconsider the action for FY 22, as more and more departments are moving forward with the technology - even without the aid of federal funds.

Attached are two updated estimates to implement an LPD body camera program. The first is a hardware/software cost. The second is a personnel cost. The hardware/software cost for 75 cameras is \$535,800. Body cameras have a life expectancy of 5 years. An annualized cost would be \$107,200. To manage, file, delete and store recorded data within the parameters of the Sunshine Law, an additional employee would be required at an all-in cost of \$55,000 annually.

Several funding options are available with a mix of cash, law enforcement impact fee funding and debt financing.

Procurement Analysis:

Options:

Fiscal Impact:

Submission Date and Time:



Quote For:

**Leesburg Police Department
Attn: Major Steve Rockefeller**

Reference:

4RE-26-V300-70-CCE-35-Leesburg PD VaaS Proposal

Quote By:

**WatchGuard Video
Michael Costa**

Date: 06-04-21

Serving Law Enforcement with the Most Compelling, Quality Video Products



FACT SHEET

MOTOROLA SOLUTIONS

Motorola Solutions is a global leader in mission-critical communications. Our technology platforms in communications, command center software, video security & analytics, and managed & support services make cities safer and help communities and businesses thrive.

We have a rich history of firsts, including pioneering mobile communications in the 1930s, making equipment that carried the first words from the moon in 1969 and developing the first commercial handheld cellular phone in 1983.

Today, our global employees are committed to designing and delivering the solutions our customers refer to as their lifeline. At Motorola Solutions, we are ushering in a new era in public safety and security.

TECHNOLOGY PLATFORMS



**MISSION-CRITICAL
COMMUNICATIONS**



**COMMAND CENTER
SOFTWARE**



**VIDEO SECURITY &
ANALYTICS**



**MANAGED &
SUPPORT SERVICES**

AWARDS

The Wall Street Journal Management Top 250,
No. 92, November 2019

WayUp Top 100 Internship Programs, August 2019

Fortune World's Most Admired Companies,
No. 3 in Networks and Other Communications
Equipment, January 2019

Forbes World's Best Employers, October 2018

Dow Jones Sustainability North American Index,
September 2018

CHAIRMAN & CEO

Greg Brown

HEADQUARTERS

500 W. Monroe
Chicago IL USA

MEDIA CONTACT

Brittany Kelly | 224-246-3914
brittnay.kelly@motorolasolutions.com

BY THE NUMBERS

\$7.3 BILLION

in annual sales (2018)

\$637 MILLION

in R&D spending (2018)

\$3.3 BILLION

in acquisitions spending since 2016

17,000+ EMPLOYEES

in 60 countries

100,000+ CUSTOMERS

in over 100 countries

6,900+ PATENTS

granted and pending

13,000 NETWORKS

across the globe



MOTOROLA SOLUTIONS

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 MOTOROLA SOLUTIONS		WatchGuard Video 415 E. Exchange Allen, TX 75002 (P) 800-605-6734 (F) 212-383-9661			
Issued To:	Leesburg Police Department - Attention: Major Steve Rockefeller			Date:	06-04-21
Project Name:	4RE-26-V300-70-CCE-35-Leesburg PD VaaS Proposal			Quote ID:	WMC-0086-03

4RE/V300 System CC Evidence Bundle

Includes: V300 & Accessories

Qty	Item #	Description
(26)	AAS-ICV-BWC-5YR PaaS	Integrated Body-worn camera and In-car video and evidence management software - 5 Year Video-as-a-Service Package @ \$189 per Month <u>Software, Hardware & Refresh:</u> - Video-as-a-Service includes cloud-based evidence management system, with unlimited storage and unlimited cloud sharing. - User licenses on a per-device basis. - EvidenceLibrary.com and select CommandCentral Evidence capture, records, redaction and community engagement capabilities included. - Body-worn camera (choice of mount) - Third year technology (Hardware) refresh. - CarDetector Mobile LPR w/ Vigilant LEARN (PlateSearch) - In-Car Video System (Choice of forward camera) - Includes 200GB DVR, Control panel & Infrared cabin camera - WiFi Dock - HiFi wireless microphone kit, MiKroTik WiFi Kit & Smart Power Switch <u>Subscription, Support & Warranty:</u> 5-year agreement (billed Quarterly or Annually) - No-Fault hardware warranty, Advanced hardware replacement service & 24/7 support
Subtotal Price (Excluding sales tax)		\$294,840.00

V300 Body Worn Camera

Includes: Spare Battery, Desk Charger, & Transfer Station

Qty	Item #	Description
(44)	AAS-BWC-5YR-001 PaaS	Body-worn camera and evidence management software - 5 Year Video-as-a-Service Package @ \$49 per Month <u>Software, Hardware & Refresh:</u> - Video-as-a-Service includes cloud-based evidence management system, with unlimited storage and unlimited cloud sharing. - User licenses on a per-device basis. - EvidenceLibrary.com and select CommandCentral Evidence capture, records, redaction and community engagement capabilities included. - Body-worn camera (battery + choice of mount included) - Third year technology (Hardware) refresh. <u>Subscription, Support & Warranty:</u> 5-year agreement (billed Quarterly or Annually) - Advanced hardware replacement service & 24/7 support - No-Fault hardware warranty
Subtotal Price (Excluding sales tax)		\$129,360.00
Qty	Item #	Description
(70)	WGP02614	V300, Battery, Removable and Rechargeable, 3.8V, 4180mAh
Subtotal Price (Excluding sales tax)		\$6,930.00
Qty	Item #	Description
(4)	AAS-BWC-XFS-DOC PaaS	Transfer Station (8 Bay) Video-as-a-Service Package @ \$30 per Month 8-Bay Ethernet Transfer Station - Ethernet Cable, Rack mount (optional) & Power Cord
Subtotal Price (Excluding sales tax)		\$7,200.00
Qty	Item #	Description
(70)	AAS-BWC-USB-DOC PaaS	USB Docking Station Video-as-a-Service Package @ \$4 per Month USB Dock for Body-worn camera including USB Cable
Subtotal Price (Excluding sales tax)		\$16,800.00

Leesburg V300/4RE In-Car Fleet Integration

Includes: Wifi Dock and Smart POE Switch for 4RE Fleet Integration
Caching Upload Server

Qty	Item #	Description
(35)	IV-ACK-BD-V3---	V300 WiFi In-car Radio Base Bundle, includes Radio Base and Smart PoE Switch. - V300 WiFi In-car Radio Base Bundle - WiFi Charging Radio Base - Smart PoE Switch - Cables and Brackets
Subtotal Price (Excluding sales tax)		\$19,075.00
Qty	Item #	Description
(2)	AAS-UPL-SVR-001 PaaS	Upload Server - Video-as-a-Service Package @ \$100 per Month - Upload Server - Fast video offload, 8 TB of storage, 5 Year Warranty
Subtotal Price (Excluding sales tax)		\$12,000.00

4RE Leesburg In-Car Fleet CC Evidence Cloud Migration Licenses

Includes: 5 Years of CC Evidence Cloud Service for In-Car Fleet

Qty	Item #	Description
(35)	AAS-CCD-USR-5YR PaaS	Additional CommandCentral digital evidence user license - 5 Year License @ \$39 per Month - Additional license for CommandCentral cloud-based evidence management system. - Unlimited storage and unlimited cloud sharing. - User licenses on a named-user basis. - Select CommandCentral evidence capture, records, and community engagement capabilities included.
Subtotal Price (Excluding sales tax)		\$75,600.00

Technical Field Services

Includes: System Configuration and Training

Qty	Item #	Description
(1)	WGW00122-400	Managed Software Installation Service; On-Site Assist Install, Training, Configuration, Project Management, Consultation
Subtotal Price (Excluding sales tax)		\$5,000.00

**Purchase as a Service (PaaS)
Financial Profile**

Total Price:	\$535,800.00
Contract Term:	5 Years
Monthly Payments:	\$8,930.00
Annual Invoice:	\$107,160.00

Quote Notes:

1. Title and risk of loss for Equipment passes to Customer upon shipment by MSI, notwithstanding any other terms and conditions.
2. Payment Terms: Equipment Net 30 days upon shipment; Installation Net 30 days upon completion; Services and Subscription Agreements Net 30 days from receipt of Order

Quoted by: Michael Costa - Regional Sales Manager - 954-605-7872 - michael.n.costa@motorolasolutions.com

Total Price	\$566,805.00
Amortized	\$535,800.00 (5 Payments of \$107,160.00)
Direct Purchase Items	\$31,005.00
Due Now	\$138,165.00
Annual Invoice (Excluding sales tax)	\$107,160.00

Leesburg Police Department 5 Year Payment Schedule

Payment Year 1	\$138,165.00
Payment Year 2	\$107,160.00
Payment Year 3	\$107,160.00
Payment Year 4	\$107,160.00
Payment Year 5	\$107,160.00

Total Amount:	\$566,805.00
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WATCHGUARD V300 **CONTINUOUS-OPERATION BODY CAMERA**

The WatchGuard V300 continuous-operation body camera with detachable battery, wireless uploading and expansive storage addresses law enforcement's need for cameras to operate beyond a 12-hour shift.



KEY FEATURES

DETACHABLE BATTERY – Easily change the WatchGuard V300's rechargeable battery while on the go. Keep an extra battery at the ready for unexpectedly long shifts, extra shifts or part-time jobs where a body camera is required.

AUTOMATIC WIRELESS UPLOADING – Send critical video back to headquarters while still in the field. When docked in the vehicle, the V300 uploads to evidence management systems via wireless networks like LTE and FirstNet, anytime, anywhere.

INTEGRATED WITH IN-CAR SYSTEM – One or more V300 cameras and a WatchGuard 4RE® in-car system can work seamlessly as a single system, capturing synchronized video of an incident from multiple vantage points.

NATURAL FIELD OF VIEW – Eliminate the fisheye effect from wide-angle lenses that warps video footage. Our distortion correction technology provides a clear and complete evidence review process.

ABSOLUTE ENCRYPTION – Elevate your data security with encryption at rest and in transit technology. V300 guards your data and your reputation.

RECORD-AFTER-THE-FACT – Go back in time and capture video from events days after they happened, even when a recording wasn't automatically triggered or initiated by the officer. Don't rely on mere seconds of pre-event buffering to prove your case.

SPECIFICATIONS

Dimensions

2.6 x 1.1 x 3.6 in (65 x 29 x 91 mm)
W x D x H

Weight

6.8 oz (193 g)

Storage

128 GB

IP Rating

IP 67

Resolution

1080p, 720p and 480p

Microphones

Dual

Vertical Field of View

Electronic Turret +15° /- 20°

Field of View

130°

Encryption

At rest and in transit

For more information, visit www.motorolasolutions.com/v300



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SPECIFICATIONS

Weight
6.8 ounces

Depth
1 1/8"

Storage
128 GB

IP Rating
IP 67

Resolution
1080p, 720p and 480p

Microphones
Dual

Vertical Field of View
Electronic Turret +15° /- 20°

Field of View
130°

Encryption
At rest and in transit

For more information, visit www.watchguardvideo.com



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WATCHGUARD 4RE® HD PANORAMIC IN-CAR VIDEO SYSTEM

Simple controls, HD cameras, wireless uploads and full integration with body-worn cameras have made the WatchGuard 4RE the world leader for in-car video policing.



KEY FEATURES

INTUITIVE CONTROL – Icon-driven user interface and direct access keys make operation quick and simple.

FULLY INTEGRATED WITH BODY CAMERA – The WatchGuard 4RE In-Car system and one or more body-worn cameras can work seamlessly, capturing synchronized video of an event from multiple vantage points.

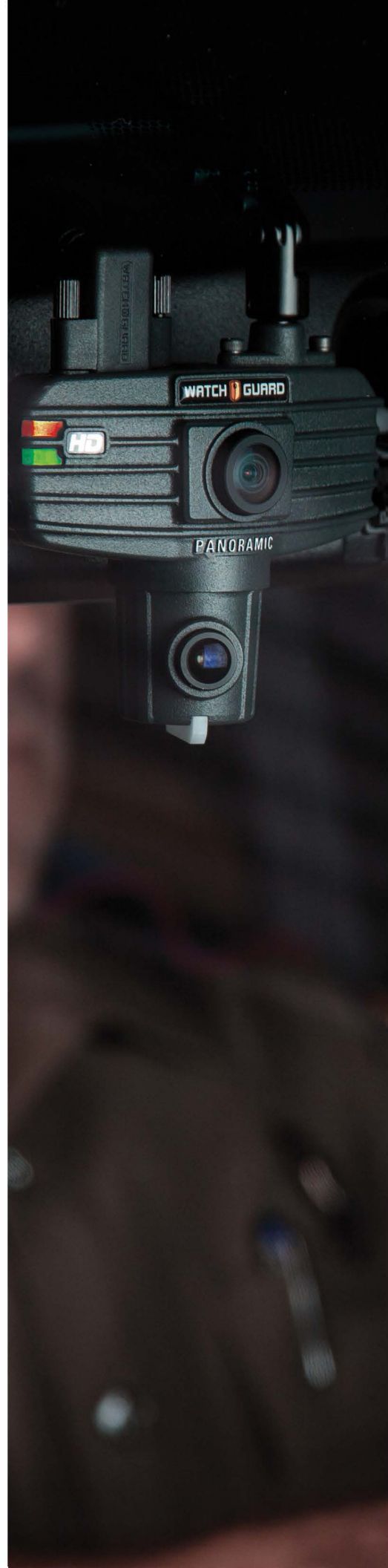
UPLOAD ANYWHERE, ANYTIME – Recorded events are uploaded wirelessly via cellular network from vehicle to evidence storage with no officer involvement.

SMART, EVENT-BASED RESOLUTION RECORDING – Record simultaneously in HD and SD and automatically save using a resolution configured to the event category.

FULL PANORAMIC HD COVERAGE – See everything in front of the patrol car with the stunning video quality of a rotatable HD camera and an HD panoramic camera, all in one compact, rugged housing.

NEVER MISS AN INCIDENT – RECORD AFTER THE FACT provides the power to go back in time and capture important evidence days after it happened, even when record wasn't pressed.

DUAL DRIVE ARCHITECTURE – Video is continuously recorded to the internal Solid State Hard Drive (SSHD) and all active recordings are written to both the internal hard drive and the removable USB Flash Drive, providing event transfer options and backup.



Full Coverage, Full Detail
Panoramic X2 Camera



Zero Impact On Line Of Sight
Zero Signature (Zs) Camera



12X Optical Zoom
Hd Mini Zoom Camera



Infrared Illumination
Infrared Cabin Camera



Added Viewing
Side Or Rear-Facing Camera

SPECIFICATIONS

Hard Drive Storage Capacity
256GB

Certified to Military Specification
MIL STD 810-G

Operation Conditions
-40 °F to 185 °F

Integrated and GPS for Speed and Location
YES

Integrated Crash Detection
YES

Hours of Recording
Up to 80 hours

For more information, visit motorolasolutions.com/in-car



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VIDEO-AS-A-SERVICE

GET YOUR CAMERAS AND GET GOING

Our simple pay-as-you-go program helps you get everything needed for your body-worn and in-car camera video policing program without any upfront investment.

As the requirement for law enforcement video systems continues to grow, the obstacles to acquisition remain the same.

Raising funding and securing grants is difficult and time-consuming. Data storage and system maintenance costs are hard to predict. And video technology continues to mature, making a big investment potentially risky.

Motorola Solutions is overcoming these obstacles by delivering its body-worn cameras, in-car video systems, evidence management software and support services through Video-as-a-Service.

With no up-front investment required, you can deploy a new camera system and start using it immediately under a simple pay-as-you-go program. Everything you need is provided, including unlimited system users, unlimited data storage, 24/7 support and no-fault warranty coverage.

NO NEED TO RAISE FUNDS

Simply get what you need with no up-front investment and pay as you go. Turn a large capital investment into a manageable operation expense.

BUDGET PREDICTABILITY

Plan with confidence. The camera system, software, video storage and maintenance are included at a price that stays the same each month.

ASSURED PERFORMANCE

Get five years of no-fault hardware warranty, advance hardware replacement and 24/7 phone support, for assured performance and a worry-free experience.

TECHNOLOGY REFRESH

Receive free body-worn cameras and batteries during the program to refresh your inventory, keeping you current with the latest technology.



PACKAGE SUMMARY

	BODY-WORN CAMERAS	IN-CAR CAMERAS	INTEGRATED SYSTEM
Systems	WatchGuard V300 continuous-operation body-worn camera, detachable battery and camera mount.	WatchGuard 4RE® in-car video system, CarDetector Mobile LPR and PlateSearch® software, infrared cabin camera, choice of forward-facing HD camera, HiFi microphone, WiFi upload kit and smart power switch.	Body Camera System + In-Car System + WiFi access point/body-worn camera dock for a seamless, integrated camera system.
Evidence Management	WatchGuard EvidenceLibrary.com cloud-based management system. Unlimited users, unlimited storage, unlimited sharing.		
Support	Five years of no-fault hardware warranty, advance hardware replacement and 24/7 phone support.		
Refresh	New body-worn camera with battery in third year.		New body-worn camera with battery in third year.

For more information, please visit
motorolasolutions.com/video-as-a-service





Police Department Police Forensic Digital Evidence Specialist

Pay Grade: 124
Hourly Min. \$ 18.72 ??
Annual Min. \$ 38,937.60 ??

Hourly Max. \$ 26.69 ??
Annual Max. \$ 55,515.20 ??

City of Leesburg
Revision Date: 6/6/2021

MINIMUM REQUIREMENTS:

Requires two (2) years of responsible experience in the field of evidence/property management within a law enforcement agency. Two (2) additional years of responsible experience in areas with auditing and reconciliation processes such as stock control, loss prevention, shipping and receiving, or accounting preferred. Position also requires intermediate to advanced computer skills with the ability to learn to search databases and records management systems. Experience retrieving, copying, redacting digital video and audio evidence or experience managing and editing multimedia files is a plus. Knowledge of Microsoft Word and Excel is a must. Position requires strict confidentiality of exempt criminal investigative or victim information. High school diploma or GED.

Must pass an intensive police background check, to include prior criminal incidents, driving history, and previous work history. Emphasis is placed on integrity and the ability to maintain confidentiality.

LICENSE/CERTIFICATES:

Requires a valid State of Florida driver license and satisfactory driving record as a condition of initial and continued employment.

Must qualify for CJIS access and obtain NCIC/FCIC limited access certification within 90 days of employment. In-house and online training is provided.

Must be able to obtain certifications from the Property and Evidence Association of Florida (PEAF) and the International Association for Identification (IAPE) within twenty-four (24) months of hire. Must maintain the IAPE certification every five (5) years.

SELECTION FACTORS:

Nature of Work:

The purpose of the class is to review, process and manage property and evidence, including both digital and physical evidence in accordance with Florida statute, established evidence rules and procedures, and Florida public records laws. The class is responsible also for performing routine office tasks for the assigned area of responsibility. The class works according to set procedures under direct supervision.

Essential Job Function

The tasks listed below are those that represent the majority of the time spent working in this class. Management may assign additional tasks related to the type of work of the class as necessary.

- Serve as the agency's primary digital evidence technician. Make copies, upload, download, redact (as required) and copy all agency requested digital audio and video evidence.
- Obtain digital evidence from businesses, residences, vehicles as needed and track and store in the Digital Evidence Management System.
- Serve as liaison to City I.T. department regarding the storage and security of digital evidence.
- Serve as point of contact with vendor and system administrator for the Police Department Digital Evidence Management System (DEMS).
- Serve as a point of contact with vendor(s) and as a system administrator for the Police Department Dash-Cam and Body Camera system(s).

- Compile evidence and associated documents for dissemination to outside agencies or the public in accordance with established policies and procedures; performs routine computations, database searches in CAD and RMS, and maintains and updates records and logs.
- Sort, index, and file police property and evidence records; check reports, forms, and other data for clerical accuracy, completeness, and conformance with established policies and procedures.
- Conduct property and evidence audits and inventories in accordance with department policies and procedures.
- Review police incident reports, identifies statutory exemptions, and redacts confidential and exempt information from digital evidence accordingly.
- Work with both state and private attorneys to respond to requests for digital evidence review in a prompt and timely manner in accordance with department policies and procedures.
- Repackage and or transfer drug or biological evidence utilizing appropriate equipment and PPE for FLDE submissions.
- Process incoming evidence in the agency's crime lab (mostly latent print processing using powder or ninhydrin). Dry biological evidence when necessary and package for submittal.
- Manage and maintain property and evidence in accordance with established policies and procedures; to include updating computer databases, preserving chain of custody, and ensuring proper dissemination and disposition of property and evidence.
- Secure evidence and drive a department vehicle to FDLE lab in Orlando or Tampa approximately twice a month to deliver and pick up return evidence.
- Maintain and/or operates routine office equipment.
- Assist with special projects as directed and may perform specialized tasks when trained and so assigned.

EXAMPLES OF MACHINES, TOOLS OR EQUIPMENT USED:

Computer, scanner, copier, fax, multi-line telephone, Vent / Fume Hood, Ninhydrin chamber, PPE goggles and gloves, Digital Camera(s), Print powder & equipment, swabs, Computer, scanner, copier, fax, multi-line telephone

SUPERVISION RECEIVED:

Works under the direct supervision of the Division Commander

DIRECTION EXERCISED:

None

AMERICANS WITH DISABILITIES ACT REQUIREMENTS

PHYSICAL AND DEXTERITY REQUIREMENTS: Physical and dexterity refers to the requirement for physical exertion and coordination of limb and body movement.

Requires sedentary work that involves walking or standing some of the time, exerting up to 25 pounds of force on a regular and recurring basis, and sustained keyboard operations. Must be able to lift and reach to store property and evidence on designated shelves.

ENVIRONMENTAL HAZARDS: Environmental hazards refer to the job conditions that may lead to injury or health hazards even though precautions have been taken.

The job risks minimal exposure to biohazardous materials collected as property or evidence.

SENSORY REQUIREMENTS: Sensory ability refers to hearing, sight, touch, taste, and smell required by the job.

The job requires normal visual acuity and field of vision, hearing, speaking, and color, depth, and texture perception.

ADA COMPLIANCE

The City of Leesburg is an Equal Opportunity Employer. ADA requires the City to provide reasonable accommodations to qualified individuals with disabilities. Prospective and current employees are invited to discuss accommodations.

These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

SPECIAL PROVISIONS:

Residency Requirement: Not applicable

Assigned City Vehicle: Yes _____ No x

Exempt: _____ **Non-Exempt:** _____

Department Head (Print)

Signature

Date

Supervisor (Print)

Signature

Date

**Human Resource Director
(Print)**

Signature

Date

I acknowledge receipt of a copy of this job description. I understand that I am responsible for performing the duties listed here as well as other duties assigned by my supervisor or higher-level manager. My signature does not mean that I necessarily agree with this document, only that I was given a copy and advised of my job duties and responsibilities.

Name (Print)

Signature

Date

Miscellaneous Accounts Receivable Customers With Unpaid Balances

Prepared by Finance

April 30, 2021

CURRENTLY WORKED BY PROVIDING DEPARTMENT OR FINANCE

013 Fund

Arnold, Dorian	Working with Housing Dept	Housing Rent	\$	2,425.00
Monzon, Crystina	Working with Housing Dept	Housing Rent	\$	2,999.00
Tucker, Shetonia	Working with Housing Dept	Housing Rent	\$	1,400.00
			\$	6,824.00

041 Fund

Angulo, Carlos Alberto		Damage to City Property	\$	5,714.13
BranamJames Construction		Damage to City Property	\$	698.24
Elliott, Lauren E		Damage to City Property	\$	2,096.98
Ethier, Shirley		Damage to City Property	\$	11,855.78
Foster, Steven Michael		Damage to City Property	\$	6,811.07
Harrison, Randy Jay		Damage to City Property	\$	5,780.41
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
Serrano, Josue		Damage to City Property	\$	4,956.04
Slayton-Munday, Steven		Damage to City Property	\$	671.62
Stiglianese, Margaret		Damage to City Property	\$	481.26
White, Christina		Damage to City Property	\$	4,502.90
			\$	49,184.78

013 Fund

Brown, Ashley		Damage to Airport Property	\$	530.00
			\$	530.00

013 FUND TOTAL	\$	6,824.00	
041 FUND TOTAL	\$	49,184.78	
48 FUND TOTAL	\$	530.00	
	\$	56,538.78	

Total \$ 56,538.78

Expected write offs as of Apr 30, 2021

Every September, the Finance Director informs the Commission the dollar amount of customer accounts to be written off. Listed below are the amounts for the prior fiscal years and how the City is trending for fiscal years 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

Average Account Balance	
Commercial	Residential
142.21	257.17
128.78	326.26
0.00	385.24
259.66	358.46
326.45	322.14
267.03	256.20
316.00	383.60
268.40	379.22
432.26	257.60
1,371.46	269.58
0.00	252.40

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	511.79	346.85
November	41,356	6	79	247.65	504.69
December	36,068	3	77	546.70	445.82
January	40,881	4	77	107.41	530.92
February	41,591	2	85	333.51	481.46
March	24,850	1	51	28.37	496.43
April	29,628	2	62	84.85	475.14
May					
June					
July					
August					
September					
Accounts to be written off*	\$ 234,291	21	484		
Prior Yr to Date	\$ 203,953	23	589		
difference - () negative	\$ 30,338	(2)	(105)		

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct. 1, 2020 and Ending on April 30, 2021

Prepared by: Finance Department

Fund Name	Adopted Budget	Receipts				Budget Balance
		Revenues Amount	Non-Revenue Receipts * Amount	Total Receipts Amount	Percentage	
001 General Fund	\$ 16,867,283	\$ 13,420,797	\$ 6,081,066	\$ 19,501,863	116%	(\$ 2,634,580)
Special Revenue Funds						
013 Housing Assistance	79,653	35,534	0	35,534	45%	44,119
021 Debt Service Fund	942,760	0	1,613,347	1,613,347	171%	(670,587)
031 Capital Projects Fund	6,164,220	334,427	817,985	1,152,412	19%	5,011,808
132 Local Option Sales Tax	1,074,174	1,176,964	0	1,176,964	110%	(102,790)
121 Police Forfeiture Fund	4,081	456	0	456	11%	3,625
122 Police Education Fund	3,500	2,328	0	2,328	67%	1,172
133 Gas Tax	677,272	358,740	0	358,740	53%	318,532
141 Police Impact Fees	66,266	126,784	0	126,784	191%	(60,518)
142 Fire Impact Fees	0	12,009	0	12,009	0%	(12,009)
143 Recreation Impact Fees	0	96,740	0	96,740	0%	(96,740)
151 Building Fund	765,547	486,551	24,280	510,831	67%	254,716
Community Redevelopment Agencies						
016 Greater Leesburg CRA Fund	413,543	545,428	0	545,428	132%	(131,885)
017 Carver Heights CRA Fund	273,049	413,435	0	413,435	151%	(140,386)
018 Highway 27/441 CRA Fund	737,141	1,189,274	0	1,189,274	161%	(452,133)
Total General Governmental Funds	28,068,489	18,199,467	8,536,678	26,736,145	95%	1,332,344
Enterprise Funds						
014 Stormwater Utility Fund	1,097,863	946,436	0	946,436	86%	151,427
041 Electric Utility Fund	45,853,818	31,394,785	473,776	31,868,561	70%	13,985,257
042 Gas Utility Fund	4,832,071	4,326,403	114,388	4,440,791	92%	391,280
043 Water Utility Fund	6,937,247	5,236,882	112,149	5,349,032	77%	1,588,215
044 Wastewater Utility Fund	23,345,458	8,048,365	0	8,048,365	34%	15,297,093
046 Sanitation Services Fund	2,769,176	2,629,272	0	2,629,272	95%	139,904
048 Airport Fund	5,186,059	5,461,224	0	5,461,224	105%	(275,165)
Internal Service Funds						
064 Health Insurance Fund	4,239,977	4,603,753	0	4,603,753	109%	(363,776)
065 Workers' Compensation Insurance Fund	384,419	443,497	0	443,497	115%	(59,078)
066 Risk Management Fund	523,131	836,029	0	836,029	160%	(312,898)
510 Fleet Maintenance Fund	2,664,955	1,676,487	694,526	2,371,013	89%	293,942
Pension Trust Funds						
061 Municipal Police Retirement Trust Fund	1,113,448	4,917,684	0	4,917,684	442%	(3,804,236)
062 Municipal Firemen's Retirement Trust Fund	953,778	4,519,532	0	4,519,532	474%	(3,565,754)
063 General Employees' Retirement Fund	1,945,643	7,711,643	0	7,711,643	396%	(5,766,000)
Total All Funds	\$ 129,915,532	\$ 100,951,461	\$ 9,931,517	\$ 110,882,978	85%	\$ 19,032,554

* 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 April 30, 2021

Prepared by: Finance Department

Fund Name	Disbursements				Excess of Receipts Over (Under) Disbursements
	Adopted Budget	Amount	Percentage	Budget Balance	
<u>General Fund</u>	\$ 16,867,283	\$ 17,173,357	102%	(\$ 306,074)	\$ 2,328,506
<u>Special Revenue Funds</u>					
Housing Assistance	79,653	67,634	85%	12,019	(32,100)
Debt Service Fund	942,760	1,611,356	171%	(668,596)	1,991
Capital Projects Fund	6,164,220	4,051,752	66%	2,112,468	(2,899,341)
Local Option Sales Tax	1,074,174	1,010,283	94%	63,891	166,681
Police Forfeiture Fund	4,081	0	0%	4,081	456
Police Education Fund	3,500	6,027	172%	(2,527)	(3,698)
Gas Tax	677,272	735,096	109%	(57,824)	(376,356)
Police Impact Fees	66,266	44,911	68%	21,355	81,872
Fire Impact Fees	0	160	0%	(160)	11,849
Recreation Impact Fees	0	4,760	0%	(4,760)	91,980
Building Fund	765,547	846,009	111%	(80,462)	(335,178)
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA Fund	413,543	584,754	141%	(171,211)	(39,326)
Carver Heights CRA Fund	273,049	71,845	26%	201,204	341,590
Highway 27/441 CRA Fund	737,141	522,609	71%	214,532	666,665
<u>Total General Governmental Funds</u>	28,068,489	26,730,554	95%	1,337,935	5,592
<u>Enterprise Funds</u>					
Stormwater Utility Fund	1,097,863	649,512	59%	448,351	296,924
Electric Utility Fund	45,853,818	32,266,870	70%	13,586,948	(398,309)
Gas Utility Fund	4,832,071	3,705,665	77%	1,126,406	735,126
Water Utility Fund	6,937,247	4,671,675	67%	2,265,572	677,357
Wastewater Utility Fund	23,345,458	5,943,953	25%	17,401,505	2,104,412
Sanitation Services Fund	2,769,176	2,821,759	102%	(52,583)	(192,487)
Airport Fund	5,186,059	1,423,145	27%	3,762,914	4,038,080
<u>Internal Service Funds</u>					
Health Insurance Fund	4,239,977	5,343,899	126%	(1,103,922)	(740,146)
Workers' Compensation Insurance Fund	384,419	497,639	129%	(113,220)	(54,142)
Risk Management Fund	523,131	835,129	160%	(311,998)	900
Fleet Maintenance Fund	2,664,955	2,213,726	83%	451,229	157,287
<u>Pension Trust Funds</u>					
Municipal Police Retirement Trust Fund	1,113,448	677,327	61%	436,121	4,240,357
Municipal Firemen's Retirement Trust Fund	953,778	872,899	92%	80,879	3,646,633
General Employees' Retirement Fund	1,945,643	1,747,391	90%	198,252	5,964,252
Total All Funds	\$ 129,915,532	\$ 90,401,142	70%	\$ 39,514,390	\$ 20,481,836

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On October 1, 2019 and Ending on April 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	\$ 18,470,643	\$ 11,677,662	\$ 6,187,672	\$ 17,865,334	97%	\$605,309
<u>Special Revenue Funds</u>						
013 Housing Assistance	68,971	62,561	0	62,561	91%	6,410
021 Debt Service Fund	895,531	0	1,535,199	1,535,199	171%	(639,668)
031 Capital Projects Fund	7,443,979	112,620	4,887,222	4,999,842	67%	2,444,137
132 Local Option Sales Tax	1,654,072	1,109,117	0	1,109,117	67%	544,955
121 Police Forfeiture Fund	4,081	1,492	0	1,492	37%	2,589
122 Police Education Fund	3,500	2,944	0	2,944	84%	556
133 Gas Tax	482,482	383,508	0	383,508	79%	98,974
141 Police Impact Fees	17,500	90,045	0	90,045	515%	(72,545)
142 Fire Impact Fees	-	8,395	0	8,395	0%	(8,395)
143 Recreation Impact Fees	14,581	69,942	0	69,942	480%	(55,361)
151 Building Fund	753,506	635,451	17,020	652,471	87%	101,035
<u>Community Redevelopment Agencies</u>						
016 Greater Leesburg CRA Fund	271,598	432,221	0	432,221	159%	(160,623)
017 Carver Heights CRA Fund	242,390	327,692	0	327,692	135%	(85,302)
018 Highway 27/441 CRA Fund	482,103	793,316	0	793,316	165%	(311,213)
Total General Governmental Funds	30,804,937	15,706,968	12,627,113	28,334,081	92%	2,470,856
<u>Enterprise Funds</u>						
014 Stormwater Utility Fund	1,555,185	940,659	0	940,659	60%	614,526
041 Electric Utility Fund	41,585,213	30,989,724	238,535	31,228,259	75%	10,356,954
042 Gas Utility Fund	4,778,298	4,071,193	42,279	4,113,471	86%	664,827
043 Water Utility Fund	6,241,382	5,410,396	85,463	5,495,859	88%	745,523
044 Wastewater Utility Fund	16,057,831	7,865,428	0	7,865,428	49%	8,192,403
046 Sanitation Services Fund	2,558,633	2,851,060	0	2,851,060	111%	(292,427)
048 Airport Fund	3,782,486	982,224	0	982,224	26%	2,800,262
<u>Internal Service Funds</u>						
064 Health Insurance Fund	3,910,165	3,608,455	0	3,608,455	92%	301,710
065 Workers' Compensation Insurance Fund	446,138	428,146	0	428,146	96%	17,992
066 Risk Management Fund	424,487	776,867	0	776,867	183%	(352,380)
510 Fleet Maintenance Fund	3,263,810	1,898,473	772,152	2,670,625	82%	593,185
<u>Pension Trust Funds</u>						
061 Municipal Police Retirement Trust Fund	1,025,325	117,733	0	117,733	11%	907,592
062 Municipal Firemen's Retirement Trust Fund	987,903	594,623	0	594,623	60%	393,280
063 General Employees' Retirement Fund	1,976,800	(549,008)	0	(549,008)	-28%	2,525,808
Total All Funds	\$ 119,398,593	\$ 75,692,941	\$ 13,765,542	\$ 89,458,482	75%	\$ 29,940,111

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 April 30, 2020

Prepared by: Finance Department

Fund Name	Disbursements			Budget Balance	Excess of Receipts Over (Under) Disbursements
	Adopted Budget	Amount	Percentage		
<u>General Fund</u>	\$ 18,470,643	\$ 18,702,047	101%	(\$ 231,404)	(\$ 836,713)
<u>Special Revenue Funds</u>					
Housing Assistance	68,971	81,475	118%	(12,504)	(18,914)
Debt Service Fund	895,531	1,222,929	137%	(327,398)	312,270
Capital Projects Fund	7,443,979	3,400,898	46%	4,043,081	1,598,944
Local Option Sales Tax	1,654,072	1,776,638	107%	(122,566)	(667,520)
Police Forfeiture Fund	4,081	0	0%	4,081	1,492
Police Education Fund	3,500	5,851	167%	(2,351)	(2,907)
Gas Tax	482,482	625,464	130%	(142,982)	(241,956)
Police Impact Fees	17,500	12,101	69%	5,399	77,945
Fire Impact Fees	0	100	0%	(100)	8,295
Recreation Impact Fees	14,581	28,440	195%	(13,859)	41,502
Building Fund	753,506	476,876	63%	276,630	175,595
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA Fund	271,598	352,361	130%	(80,763)	79,860
Carver Heights CRA Fund	242,390	207,399	86%	34,991	120,292
Highway 27/441 CRA Fund	482,103	152,249	32%	329,854	641,067
<u>Total General Governmental Funds</u>	30,804,937	27,044,827	88%	3,760,110	1,289,253
<u>Enterprise Funds</u>					
Stormwater Utility Fund	1,555,185	579,410	37%	975,775	361,249
Electric Utility Fund	41,585,213	31,218,865	75%	10,366,348	9,394
Gas Utility Fund	4,778,298	3,629,739	76%	1,148,559	483,733
Water Utility Fund	6,241,382	4,355,066	70%	1,886,316	1,140,793
Wastewater Utility Fund	16,057,831	5,601,546	35%	10,456,285	2,263,882
Sanitation Services Fund	2,558,633	2,596,669	101%	(38,036)	254,390
Airport Fund	3,782,486	1,325,038	35%	2,457,448	(342,814)
<u>Internal Service Funds</u>					
Health Insurance Fund	3,910,165	4,179,094	107%	(268,929)	(570,638)
Workers' Compensation Insurance Fund	446,138	360,380	81%	85,758	67,766
Risk Management Fund	424,487	775,160	183%	(350,673)	1,707
Fleet Maintenance Fund	3,263,810	2,194,132	67%	1,069,678	476,493
<u>Pension Trust Funds</u>					
Municipal Police Retirement Trust Fund	1,025,325	619,638	60%	405,687	(501,905)
Municipal Firemen's Retirement Trust Fund	987,903	862,977	87%	124,926	(268,354)
General Employees' Retirement Fund	1,976,800	1,772,616	90%	204,184	(2,321,623)
Total All Funds	\$ 119,398,593	\$ 87,115,157	73%	\$ 32,283,436	\$ 2,343,325

**CITY OF LEESBURG
CASH AND INVESTMENTS BY FUND
4/30/2021**

POOLED CASH & INVESTMENTS		TOTAL	GENERAL FUND	SPECIAL REVENUE FUNDS GROUP	DEBT SERVICE FUNDS	CAPITAL PROJECTS FUND	ELECTRIC UTILITY FUND	GAS UTILITY FUND	WATER UTILITY FUND	WASTEWATER TREATMENT FUND	COMMUNICATION FUND	SANITATION SERVICES FUND	STORM WATER FUND	AIRPORT FUND	BUILDING PERMITS FUND	INTERNAL SERVICE FUNDS GROUP
OPERATING CASH		\$ 78,541,827.85	\$14,575,744.50	\$4,821,081.80	\$ 456,044.33	\$ 583,862.12	\$ 15,729,024.31	\$ 3,198,808.55	\$ 6,039,372.73	\$ 16,440,653.20		\$ 2,065,813.64	\$2,837,843.24	\$3,494,809.89	\$ 2,309,406.67	\$ 5,989,362.87
RESTRICTED CASH	CUSTOMER DEPOSITS	6,051,070.77					4,707,283.97	782,716.74	555,720.06	2,190.00		3,160.00				
	RENEWL & REPLCMNT	15,272,267.63	1,118,138.74	12,627.79			3,355,954.59	844,999.98	2,790,992.14	5,976,396.57		850,000.00				323,157.82
	BOND/NOTE SINKING FUND	18,154,303.81		(13,493.24)			4,929,848.38	38,664.14	409,523.73	12,789,760.80						
	INFRASTRUCTURE DEVELOPMENT															
	SIGN GRANT & HUD SHIP															
	HWY 441/27 CRA - Restricted Surplus	600,000.00		600,000.00												
	IMPACT FEES	4,652,502.27							926,284.55	3,726,217.72						
SUBTOTAL OF RESTRICTED CASH	OTHER RESTRICTED CASH	5,346,095.73		72,097.01		5,071,697.73		202,300.99								
	DEVELOPER CONTRIBUTIONS	2,426,481.92					2,406,927.52	19,554.40								
	RATE STABILIZATION	1,922,092.00					1,922,092.00									
		54,424,814.13	1,118,138.74	671,231.56		5,071,697.73	17,322,106.46	1,888,236.25	4,682,520.48	22,494,565.09		853,160.00				323,157.82
TOTAL POOLED CASH		\$132,966,641.98	\$ 15,693,883.24	\$ 5,492,313.36	\$ 456,044.33	\$ 5,655,559.85	\$ 33,051,130.77	\$ 5,087,044.80	\$ 10,721,893.21	\$ 38,935,218.29	\$ -	\$ 2,918,973.64	\$ 2,837,843.24	\$ 3,494,809.89	\$ 2,309,406.67	\$ 6,312,520.69
NON-POOLED RESTRICTED CASH																
SUBTOTAL NON-POOLED CASH	CASH WITH FISCAL AGENT	1,384,788.53			729,602.49			109,890.65	228,581.30	316,714.09						
	DEPOSITORY TRUST ACCOUNT	165,106.88						165,106.88								
TOTAL POOLED CASH AND INVEST		\$134,516,537.39	\$15,693,883.24	\$ 5,492,313.36	\$1,185,646.82	\$5,655,559.85	\$33,051,130.77	\$5,362,042.33	\$10,950,474.51	\$39,251,932.38		\$2,918,973.64	\$2,837,843.24	\$3,494,809.89	\$2,309,406.67	\$6,312,520.69

INDIVIDUAL SPECIAL REVENUE FUNDS

POOLED CASH & INVESTMENTS		SPECIAL REVENUE FUNDS TOTAL	HOUSING ASSISTANCE FUND	GREATER LEESBURG CRA FUND	CARVER HEIGHTS CRA FUND	HIGHWAY 441/27 CRA FUND	POLICE FORFEITURE FUND	POLICE EDUCATION FUND	DISCRETIONARY SALES TAX FUND	GAS TAX FUND	POLICE IMPACT FUND	FIRE IMPACT FUND	RECREATION IMPACT FUND
OPERATING CASH		\$ 4,821,081.80	\$ 273,651.94	\$ 110,233.69	\$ 529,245.26	\$ 2,022,338.44	\$ 80,737.69	\$ (447.35)	\$ 562,818.17	\$ 516,766.43	\$ 549,096.68	\$ 35,540.97	\$ 141,099.88
RESTRICTED CASH	HUD SHIP PROGRAM & \$HOUSE PROCEEDS	72,097.01	72,097.01										
	BOND/NOTE SINKING FUND	(13,493.24)		51,510.42		(65,003.66)							
	SIGN GRANT												
	R&R / OTHER RESTRICTED	12,627.79	12,627.79										
SUBTOTAL OF RESTRICTED CASH	CUSTOMER DEPOSITS	600,000.00				600,000.00							
		\$ 671,231.56	\$ 84,724.80	\$ 51,510.42	\$ -	\$ 534,996.34	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL POOLED CASH		\$ 5,492,313.36	\$ 358,376.74	\$ 161,744.11	\$ 529,245.26	\$ 2,557,334.78	\$ 80,737.69	\$ (447.35)	\$ 562,818.17	\$ 516,766.43	\$ 549,096.68	\$ 35,540.97	\$ 141,099.88
NON-POOLED RESTRICTED CASH													
SUBTOTAL NON-POOLED CASH	DEP-WELLS FARGO	\$ -											
		\$ -											
TOTAL POOLED CASH AND INVEST		\$ 5,492,313.36	\$ 358,376.74	\$ 161,744.11	\$ 529,245.26	\$ 2,557,334.78	\$ 80,737.69	\$ (447.35)	\$ 562,818.17	\$ 516,766.43	\$ 549,096.68	\$ 35,540.97	\$ 141,099.88

INTERNAL SERVICE FUNDS

POOLED CASH & INVESTMENTS		INTERNAL SERVICE FUNDS TOTAL	HEALTH INSURANCE FUND	WORKERS' COMPENSATION FUND	RISK MANAGEMENT FUND	FLEET MAINTENANCE FUND
OPERATING CASH		\$ 5,989,362.87	\$ 630,790.43	\$ 2,024,057.86	\$ 159,379.68	\$ 3,175,134.90
RESTRICTED CASH		323,157.82				323,157.82
SUBTOTAL OF RESTRICTED CASH		\$ 323,157.82	\$ -	\$ -	\$ -	\$ 323,157.82
TOTAL POOLED CASH		\$ 6,312,520.69	\$ 630,790.43	\$ 2,024,057.86	\$ 159,379.68	\$ 3,498,292.72
TOTAL POOLED CASH AND INVESTMENTS		\$ 6,312,520.69	\$ 630,790.43	\$ 2,024,057.86	\$ 159,379.68	\$ 3,498,292.72

**CITY OF LEESBURG
INVESTMENT REPORT
4/30/2021**

DESCRIPTION	BALANCE 4/30/2021
BANK OPERATING AND SAVINGS ACCOUNTS	
Truist Bank - Disbursement	\$61,625,418
TD Bank - Savings	4,005,124
CenterState Bank - Savings	1,679,796
Centerstate Bank - CD	4,071,886
Synovus - CD	0
	\$71,382,224
LOCAL GOVERNMENT INVESTMENT POOLS	
FLSAFE	7,771,194
FLCLASS	9,834,208
FLPRIME	5,984,017
	23,589,418
U S TREASURY MONEY MARKET FUND (FGU Deposit)	165,107
US BANK (Fiscal Agent)	1,384,789
CHANDLER ASSET MANAGEMENT (SECURITIES)	36,495,000
PUBLIC TRUST ADVISORS (SECURITIES)	1,500,000
	37,995,000
TOTAL INVESTMENTS	134,516,537
MARKET ADJUSTMENT	417,726
TOTAL VALUE OF INVESTMENTS	<u><u>\$134,934,264</u></u>

