

**AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, MAY 22, 2023 5:30 PM**

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS:

A. None

3. PRESENTATIONS:

A. FY 24 Salary and Wage Proposal

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 April 24, 2023

2. Regular meeting held May 8, 2023

B. PURCHASING ITEMS:

1. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the City to use the Master Services Agreement awarded by the Florida Municipal Power Agency (FMPA) to Irby Construction Company to provide services related to Electric Utility Transmission & Distribution Construction and maintenance; and providing an effective date.**
2. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the City to use the Master Services Agreement awarded by the Florida Municipal Power Agency (FMPA) to SPE Group LLC. to provide services related to Electric Utility Transmission & Distribution Construction and maintenance; and providing an effective date.**

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 80, a subdivision of the City of Leesburg, Florida, being a portion of Section 16, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 80)**
2. **Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 81, a subdivision of the City of Leesburg, Florida, being a portion of Section 16, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 81)**
3. **Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 82, a subdivision of the City of Leesburg, Florida, being a portion of Section 16, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 82)**
4. **Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 83, a subdivision of the City of Leesburg, Florida, being a portion of Section 16, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 83)**

5. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute Public Transportation Grant Agreement, FM No. 438449-1-94-01, between the City of Leesburg and the State of Florida Department of Transportation, for Construction of Phase I, Aircraft Hangar Buildings and Associated Taxilanes Project, at the Leesburg International Airport; and providing an effective date.**
6. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the emergency gas line installation by SabCon Underground, LLC. in the amount of \$59,732.00 for a gas service line to provide service for a new customer (Opal Fuels); and providing an effective date.**
7. **Resolution of the City Commission of the City of Leesburg, Florida granting authorization for staff to submit three (3) CDBG Applications to Lake County for FY 23/24 Funding; and providing an effective date.**
8. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and Stanley Martin Homes, LLC., for the purpose of setting forth the terms under which the city will provide natural gas service to the development known as Robuck Ostrander Phase I; and providing an effective date.**
9. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Interlocal Agreement between the City of Leesburg and the Village Center Community Development District; and providing an effective date.**

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

A. SECOND READING OF ORDINANCES

1. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 55 +/- acres; and being generally located west of County Road 44 and south of East Treasure Island Avenue, lying in Section 01, Township 19 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 5; and providing an effective date. (Treasures Trove Ax)**

2. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 55 +/- acres from Lake County Rural Transition to City of Leesburg Estate Residential, for a property generally located west of County Road 44 and south of East Treasure Island Avenue, lying in Section 01, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Treasures Trove)**
3. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 55 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow a single-family residential subdivision for a property generally located west of County Road 44 and south of East Treasure Island Avenue, lying in Section 01, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Treasures Trove)**
4. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 33.45 acres; and being generally located east of County Road 48 and west of Haywood Worm Farm Road, lying in Sections 14 and 15, Township 20 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Sundance AX)**
5. **An Ordinance amending the Comprehensive Plan of the City of Leesburg, changing the future land use designation of certain property containing 33.45 +/- acres from Lake County Regional Office to City of Leesburg Industrial, for a mixed use development on a property generally located south of County Road 48 and west of Haywood Worm Farm Road, as legally described in Section 15, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Sundance SSCP).**
6. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 33.45 acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development), to allow for a mixed use development, for a property generally located south of County Road 48 and west of Haywood Worm Farm Road, as legally described in Section 15, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Sundance PUD)**

B. FIRST READING OF ORDINANCES

1. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 0.97 +/- acres; and being generally located south of Griffin Road and east of Snowberger Avenue, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 1; and providing an effective date. (Polk Gorman Properties AX)**
2. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 0.97 +/- acres from Lake County Urban High Density to City of Leesburg Industrial, for a property generally located south of Griffin Road and east of Snowberger Avenue, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Polk Gorman Properties SSCP)**
3. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 0.97 +/- acres from Lake County RP (Residential Professional) to City of Leesburg M-1 (Industrial) to allow for business expansion in Industrial for a property generally located south of Griffin Road and east of Snowberger Avenue, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Polk Gorman Properties RZ)**

C. NON-ROUTINE ITEMS

1. **None**

7. INFORMATIONAL REPORTS:

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

A. Financial Reports as of March 2023

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. ROLL CALL:

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

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

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 3.A.

Meeting Date: May 22, 2023

From: Al Minner, (City Manager)

Subject: FY 24 Salary and Wage Proposal

Staff Recommendation:

This is the first public introduction of a proposal that will significantly increase wages for Leesburg City employees. The implementation of the wage increase is required to keep pace with inflation, wage competition in various job classifications and the Federal requirement to increase the minimum wage to \$15.00 per hour by 2026. The City Manager will have this as an action item sometime in June.

To make the wage modifications possible, the City Commission will need to consider raising the Fire Assessment Fee from \$87/ERU to \$165/ERU. Should wages be increased, but assessments not increased, cash will be required to absorb the expense.

No action is required at this time.

Analysis:

The Commission requested that staff conduct a salary survey to ensure that the City's organizational wages are at competitive levels. The result of the survey showed many deficiencies associated with (1) entry level wages below \$15.00 per hour; (2) Police entry level wages below \$60,000 annually; (3) and various other classification informalities; and, (4) Firefighter wages slightly below the average; and, (5) compression issues associated with addressing items #1 & #2.

In order to improve City wages, staff has developed the following FY 24 proposal:

1. General Employees (2,080 Annual Hours Worked):

- Reestablish paygrades from levels 112-142, whereby paygrade 112 begins at \$15.00 per hour. The bottom of each paygrade from 113-142, then increases by 4%.
- All general employees shall earn the starting pay for their given grade and receive a longevity bonus of 1% for each year of service in their current position.
- If the formulaic approach is less than a 5% wage increase, then, the employee shall receive a 5% wage increase.

2. PBA (2,210 Annual Hours Worked)

- All new officers receive an entry level salary of \$60,000 annually.
- Officers with at least 6 months of experience receive a pay increase to \$60,300
- All other officers receive an across the board increase of 16% (Including Command Staff).

3. IAFF (2,704 Annual Hours Worked)

- All Firefighters shall receive a 5% increase.
- The pay policy shall be amended to match the Police Department, whereby “all hours are productive”. This allows a union member to receive overtime at 1.5 times the regular wage, if they are required to work an extra shift in a period where they took Paid Time Off (PTO).
- Increase the Paramedic Incentive Pay from \$12,032 annually to \$13,000.
- The above modifications represent an approximate 7.5% increase in wages for IAFF members.

In summation, the above proposal for all three employee classifications represents a 10% increase in wages and benefits for FY 24. While the enterprise funds will be able to absorb the increase, the general fund will not. In order to balance the FY 24 budget, with these wage modifications, the City Manager will be recommending an increase in the Fire Assessment Fee for FY 24 from \$87 ERU to \$165 ERU. This additional charge will create approximately \$1.2 million in new revenue providing the City with (1) the ability to isolate fire expenses in a special revenue; and, (2) maximize anticipated Villages revenue growth in FY 25, and beyond, to new general fund programming.

The Commission may also want to consider early payment of benefits starting in the last quarter of FY 23 (July 1). The cash exists to pay the benefits 3 months early, because of position vacancies. This approach is appealing because it will provide pay increases to employees early and allow the City to fill open positions sooner. The negative aspect of such a large increase is that if the Commission does not increase the fire assessment fee, then cash reserves will need to be used to bridge the gap between new wage implementation and the arrival of additional tax revenue from Villages growth anticipated in FY 25.

Procurement Analysis:

Options:

Fiscal Impact:

Provided in Analysis.

Pay Grade	Job Classification/Title	Hourly Min	Hourly Max	Annual Min	Annual Max	City of Altamonte Springs		City of Apopka		City of Clermont		City of Eustis		City of Fruitland Park		City of Gainesville		Town of Lady Lake		Lake County BOCC		City of Mascotte		City of Mt Dora		City of Ocoee		City of
123	Customer Service Operations Supervisor	19.46	26.95	40,476.80	56,056.00	45,704.00	70,841.00			48,693.00	74,298.00	39,145.60	57,075.20			60,403.20	87,588.80							45,780.80	65,936.00	48,451.00	85,214.00	
123	Gas Service Technician	19.46	26.95	40,476.80	56,056.00																							
123	GIS Technician	19.46	26.95	40,476.80	56,056.00	38,502.00	59,678.00	45,430.00	73,823.00	37,752.00	57,346.00			53,227.20	85,800.00			46,113.60	73,756.80									
123	Human Resources Analyst	19.46	26.95	40,476.80	56,056.00			45,430.00	73,823.00	51,251.20	78,270.40	35,692.80	50,793.60			68,972.80	100,027.20			44,844.80	71,448.00			44,116.80	63,523.20			
123	Network Technician I	19.46	26.95	40,476.80	56,056.00					43,950.40	66,976.00					48,214.40	67,496.00			44,844.80	71,448.00							
123	Permit Supervisor	19.46	26.95	40,476.80	56,056.00	52,920.00	98,000.00	45,430.00	73,823.00	35,880.00	54,454.40			34,236.80	56,784.00					48,380.80	77,355.20							
123	Senior Code Enforcement Officer	19.46	26.95	40,476.80	56,056.00																							
123	Senior ER Technician	19.46	26.95	40,476.80	56,056.00																							
123	Utility Billing Supervisor	19.46	26.95	40,476.80	56,056.00					48,692.80	74,297.60					66,830.40	92,476.80	43,908.80	70,241.60					38,875.20	55,993.60			
123	Wastewater/Water Dual Operator B/C	19.46	26.95	40,476.80	56,056.00					37,752.00	57,345.60			31,200.00	49,920.00													
124	Accountant III	20.24	28.02	42,099.20	58,281.60																						44,657.60	
124	Crime Analyst	20.24	28.02	42,099.20	58,281.60			41,300.00	67,112.00	35,880.00	54,454.00	40,601.60	60,569.60			37,211.20	52,083.20							36,358.40	52,353.60	38,761.00	73,812.00	
124	Electric Technician II	20.24	28.02	42,099.20	58,281.60											41,392.00	90,001.60											
124	Emergency Services Dispatcher I	20.24	28.02	42,099.20	58,281.60							35,692.80	50,793.60			37,502.40	52,499.20			32,926.40	51,438.40			36,358.40	50,835.20			
124	Executive Assistant/Administrative Aide II	20.24	28.02	42,099.20	58,281.60									34,236.80	56,784.00	52,000.00	75,400.00			35,776.00	56,680.00							
124	Forensic Digital Evidence Specialist	20.24	28.02	42,099.20	58,281.60											31,324.80	43,867.20											
124	Gas Compliance Specialist	20.24	28.02	42,099.20	58,281.60																							
124	GIS Planning Specialist	20.24	28.02	42,099.20	58,281.60					37,752.00	54,454.40			53,227.20	85,800.00													
124	Housing & Redevelopment Coordinator	20.24	28.02	42,099.20	58,281.60											44,907.20	65,104.00											
124	Lift Station Tech A	20.24	28.02	42,099.20	58,281.60			37,545.00	61,011.00	32,448.00	49,130.00	34,236.80	48,651.20	31,200.00	49,920.00											31,201.00	47,408.00	40,898.00
124	Payroll & Risk Technician	20.24	28.02	42,099.20	58,281.60																							
124	Plant Tech A	20.24	28.02	42,099.20	58,281.60									31,200.00	49,920.00	31,200.00	59,280.00											
124	Records Section Supervisor	20.24	28.02	42,099.20	58,281.60			41,300.00	67,112.00	39,707.00	60,382.00					52,000.00	75,400.00	43,908.80	70,241.60							62,986.00	109,218.00	
124	Senior Buyer	20.24	28.02	42,099.20	58,281.60			37,545.00	61,011.00	53,955.20	82,472.00	37,502.40	53,393.60			52,000.00	75,400.00									38,761.00	73,812.00	
124	Shop Supervisor	20.24	28.02	42,099.20	58,281.60											60,403.20	87,588.80											
124	Stormwater Tech A	20.24	28.02	42,099.20	58,281.60	34,174.00	52,970.00			32,448.00	49,130.00	35,692.80	50,793.60	31,200.00	49,920.00					38,542.40	61,360.00							
124	Warehouse Supervisor	20.24	28.02	42,099.20	58,281.60											31,200.00	59,280.00							45,780.80	65,936.00			
124	Wastewater Operator A	20.24	28.02	42,099.20	58,281.60									31,200.00	49,920.00	31,200.00	59,280.00	48,401.60	77,438.40									38,530.00
124	Water Distribution Tech I	20.24	28.02	42,099.20	58,281.60									31,200.00	49,920.00	31,200.00	59,280.00											
124	Water Operator A	20.24	28.02	42,099.20	58,281.60					34,112.00	51,729.60			31,200.00	49,920.00	31,200.00	59,280.00											30,458.00
124	WW Coll Tech A	20.24	28.02	42,099.20	58,281.60									31,200.00	49,920.00	31,200.00	59,280.00											
125	Gas Measurement & CP Tech	21.04	29.13	43,763.20	60,590.40											31,200.00	75,004.80											
125	Library Support Services Manager	21.04	29.13	43,763.20	60,590.40															44,844.80	71,448.00							40,898.00
125	Wastewater/Water Dual Operator A/C	21.04	29.13	43,763.20	60,590.40					37,752.00	57,345.60			31,200.00	49,920.00													
125	Wastewater/Water Dual Operator B	21.04	29.13	43,763.20	60,590.40					37,752.00	57,345.60	43,305.60	64,708.80	31,200.00	49,920.00													
126	Accountant IV	21.88	30.28	45,510.40	62,982.40	51,341.00	84,713.00					49,088.00	73,715.20			60,403.20	87,588.80										44,657.60	
126	Administrative Services Coordinator	21.88	30.28	45,510.40	62,982.40							39,145.60	57,075.20					46,113.60	73,756.80					41,620.80	59,945.60			39,811.20
126	Assistant Customer Accounts Manager	21.88	30.28	45,510.40	62,982.40																							
126	Emergency Services Dispatcher II	21.88	30.28	45,510.40	62,982.40													38,979.20	61,110.40					36,358.40	50,835.20			
126	GIS Utility Specialist I	21.88	30.28	45,510.40	62,982.40									53,227.20	85,800.00	53,352.00	77,355.20											
126	Planner	21.88	30.28	45,510.40	62,982.40			49,972.00	81,205.00	48,693.00	74,298.00	43,264.00	64,750.40			48,214.40	67,496.00	50,814.40	81,307.20	44,844.80	71,448.00			44,116.80	63,523.20			
126	Wastewater/Water Dual Operator A/B	21.88	30.28	45,510.40	62,982.40					37,752.00	57,345.60			31,200.00	49,920.00													
127	Civilian Investigator	22.74	31.50	47,299.20	65,520.00																							
127	Code Enforcement Supervisor	22.74	31.50	47,299.20	65,520.00					51,251.00	78,270.00	46,072.00	69,014.40			53,352.00	77,355.20											
127	Crew Leader	22.74	31.50	47,299.20	65,520.00					32,448.00	49,129.60					31,200.00	59,280.00											38,423.00
127	Distribution Foreman	22.74	31.50	47,299.20	65,520.00					37,752.00	57,345.60					31,200.00	75,004.80											
127	Gas Service Foreman	22.74	31.50	47,299.20	65,520.00					37,752.00	54,454.40					31,200.00	59,280.00											
127	GIS Utility Specialist II	22.74	31.50	47,299.20	65,520.00									53,227.20	85,800.00	61,068.80	88,545.60											
127	Lead Plant Operator	22.74	31.50	47,299.20	65,520.00					41,787.20	63,606.40	49,088.00	73,715.20			31,200.00	59,280.00	46,113.60	73,756.80									45,117.00
127	Project Manager I	22.74	31.50	47,299.20	65,520.00							49,088.00	73,715.20											67,392.00	80,870.40	62,986.00	109,218.00	
127	Solid Waste Supervisor	22.74	31.50	47,299.20	65,520.00											44,907.20	65,104.00										48,500.00	
127	Street Supervisor	22.74	31.50	47,299.20	65,520.00							43,264.00	64,750.40														52,736.00	
128	Accounting Operations Supervisor	23.66	32.74	49,212.80	68,099.20					67,327.00	101,480.00					67,204.80	100,796.80							67,392.00	97,053.00	62,986.00	109,218.00	
128	Computer System Analyst	23.66	32.74	49,212.80	68,099.20											76,398.40	114,608.00											71,033.00
128	Emergency Services Dispatcher III	23.66	32.74	49,212.80	68,099.20							37,502.40	53,393.60					41,579.20	65,270.40					36,358.40	50,835.20			
128	Systems Analyst I	23.66	32.74	49,212.80	68,099.20											65,000.00	109,990.40	61,755.20	98,841.60									
128	Wastewater/Water Dual Operator A	23.66	32.74	49,212.80																								

Pay Grade	Job Classification/Title	Hourly Min	Hourly Max	Annual Min	Annual Max	City of Altamonte Springs		City of Apopka		City of Clermont		City of Eustis		City of Fruitland Park		City of Gainesville		Town of Lady Lake		Lake County BOCC		City of Mascotte		City of Mt Dora		City of Ocoee		City of...	
136	Help Desk Manager	32.33	44.72	67,246.40	93,017.60											119,724.80	185,577.60												
136	Plans Examiner III	32.33	44.72	67,246.40	93,017.60					56,784.00	86,881.60	62,524.80	93,974.40			61,068.80	88,545.60			52,249.60	83,824.00			63,564.80	76,273.60				
137	Chief Building Inspector	33.61	46.52	69,908.80	96,761.60					56,784.00	86,881.60					76,398.40	114,608.00			60,756.80	98,550.40								
137	Chief Plans Examiner	33.61	46.52	69,908.80	96,761.60											76,398.40	114,608.00			52,249.60	83,824.00								
137	Financial Reporting Manager	33.61	46.52	69,908.80	96,761.60							67,329.60	101,483.20			88,670.40	133,016.00			56,014.40	90,896.00								
137	Plant Manager	33.61	46.52	69,908.80	96,761.60											88,192.00	132,308.80											54,096.00	
139	Airport Manager	36.34	50.31	75,587.20	104,644.80																								
139	Customer Accounts Manager	36.34	50.31	75,587.20	104,644.80							50,065.60	75,192.00			76,564.80	114,836.80			56,014.40	90,896.00							71,033.00	
139	IT Network Manager	36.34	50.31	75,587.20	104,644.80	52,920.00	98,000.00			69,846.00	107,162.00	53,955.20	81,057.60			119,724.80	185,577.60											67,804.00	
139	Purchasing Manager	36.34	50.31	75,587.20	104,644.80	52,920.00	98,000.00	73,165.00	118,893.00	77,500.00	126,589.00	62,524.80	93,974.40			67,204.80	100,796.80			60,756.80	98,550.40			63,564.80	76,273.60	62,986.00	109,218.00	63,423.00	
140	Deputy Building Official	37.80	52.31	78,624.00	108,804.80			60,467.00	98,258.00											65,894.40	106,891.20			67,392.00	97,052.80				
142	Deputy Director of Gas	40.87	56.56	85,009.60	117,644.80																								
142	Deputy Director of Electric/Electric Superintendent	40.87	56.56	85,009.60	117,644.80																								
142	Deputy Director of Electric/Operations & Tech Svcs	40.87	56.56	85,009.60	117,644.80																		85,384.00	122,948.80					
142	Deputy Director of Public Works	40.87	56.56	85,009.60	117,644.80	90,000.00	165,000.00			69,846.40	107,161.60	72,488.00	109,345.60	53,227.20	85,800.00	103,646.40	155,459.20									90,846.00	150,025.00		
142	Deputy Finance Director	40.87	56.56	85,009.60	117,644.80					69,846.40	107,161.60	72,488.00	109,345.60	53,227.20	85,800.00	88,670.40	133,016.00												
300	Police Detective ***	23.06	32.26	50,962.60	71,294.60																								
300	Police Officer ***	23.06	32.26	50,962.60	71,294.60					59,300.80		44,574.40	65,790.40			48,568.00	72,841.60	21.00	31.49					46,883.20	31.09			45,176.00	
302	Police Senior Detective ***	24.93	35.29	55,095.30	77,990.90																								
302	Police Senior Police Officer **	24.93	35.29	55,095.30	77,990.90							49,025.60	69,284.80																
304	Police Corporal ***	26.18	39.21	57,857.80	86,654.10							52,020.80	72,675.20			60,028.80	90,043.20	23.50	35.25					49,088.00	61,672.00			49,485.00	
304	Police Detective Corporal ***	26.18	39.21	57,857.80	86,654.10																								
306	Police Detective Sergeant ***	29.40	44.42	64,974.00	98,168.20													27.25	40.89										
306	Police Sergeant ***	29.40	44.42	64,974.00	98,168.20							55,099.20	80,329.60			67,246.40	100,880.00	27.25	40.89					29.10	36.25			64,818.00	
308	Police Lieutenant ***	34.05	48.51	75,250.50	107,207.10					66,331.20	101,691.20					74,484.80	111,716.80	32.74	52.38					67,392.00	80,870.40			74,383.00	
310	Police Captain	40.88	59.79	85,030.40	124,363.20			80,481.00	130,782.00	73,611.00	112,923.00	62,524.80	93,974.40	67,974.40	132,454.40	99,923.20	154,876.80							74,235.20	89,086.40	62,986.00	109,218.00	82,394.00	
312	Police Major	44.19	64.57	91,915.20	134,305.60																			85,384.00	122,948.80				
401	Electric Apprentice Lineman	18.34	36.08	38,147.20	75,046.40											41,392.00	90,001.60												
401	Electric Apprentice Substation	18.34	36.08	38,147.20	75,046.40											41,392.00	90,001.60												
401	Electric Meter Tech Apprentice	18.34	36.08	38,147.20	75,046.40																								
403	Police Interns****	19.61	27.43	40,788.80	57,054.40																								
403	Police Officer Recruit****	19.61	27.43	40,788.80	57,054.40					38,480.00																			
503	Firefighter Recruit *	12.45	18.05	33,664.80	48,807.20											41,912.00	62,857.60												
520	Firefighter *	15.56	22.56	42,074.24	61,002.24							30,243.20	45,136.00			47,340.80	71,032.00							43,417.92	63,889.28			39,000.00	
524	Firefighter/Engineer *	17.70	25.63	47,860.80	69,303.52							31,678.40	47,320.00			42,910.40	64,355.20							49,649.60	68,257.28			42,149.00	
529	Fire Lieutenant *	21.36	31.03	57,757.44	83,905.12							41,475.20	62,337.60			63,128.00	94,681.60							59,288.32	76,760.32			49,585.00	
530	Fire Captain	29.88	45.06	62,150.40	93,724.80					56,784.00	86,881.60					71,656.00	107,494.40											58,334.00	
532	Fire Battalion Chief **	23.47	34.37	64,683.32	94,723.72					63,511.56	96,972.96																	58,334.00	
534	Fire Division Chief/Support Services	33.61	54.36	69,908.80	113,068.80																								
536	Deputy Fire Chief	35.92	57.85	74,713.60	120,328.00					69,846.40	107,161.60	67,329.60	101,483.20			92,726.40	115,918.40							85,384.00	122,948.80				
999	Alternate Crossing Guard	11.00																											
999	Book Store Manager	11.00																											
999	Police Reserve Officer	11.00												15.00	19.59														
999	School Crossing Guard	11.00												15.00	19.59													20.00	
DH-E	Fire Chief & EOC Commander	48.08	96.16	100,006.40	200,012.80					95,867.20	156,832.00	85,404.80	126,942.40			118,851.20	178,276.80			84,385.60	136,884.80							88,253.00	
DH-E	Police Chief	48.08	96.16	100,006.40	200,012.80	90,000.00	165,000.00	97,382.00	158,246.00	95,867.00	156,832.00	85,404.80	126,942.40	67,974.40	132,454.40	150,571.20	240,926.40	75,088.00	135,137.60					98,196.80	148,553.60	90,846.00	150,025.00	90,405.00	
DH-G	Budget Director	36.06	84.14	75,004.80	175,011.20	38,502.00	59,678.00			62,982.40	96,491.20	67,327.00	101,480.00			99,923.20	154,876.80			52,249.60	83,824.00							62,423.00	
DH-G	Building Official	36.06	84.14	75,004.80	175,011.20	52,920.00	98,000.00	73,165.00	118,893.00	69,846.00	107,162.00	72,488.00	109,345.60			88,192.00	132,308.80							74,235.20	106,891.20	62,986.00	109,218.00	75,338.00	
DH-G	City Clerk	36.06	84.14	75,004.80	175,011.20	90,000.00	165,000.00	73,165.00	118,893.00	77,501.00	126,589.00	67,329.60	101,483.20					75,088.00	135,137.60					67,392.00	97,052.80	90,846.00	150,025.00	69,956.00	
DH-G	Director of Housing	36.06	84.14	75,004.80	175,011.20					85,404.80	126,942.40	85,404.80	126,942.40	67,974.40	132,454.40	76,564.80	159,244.80	75,088.00	135,137.60	71,427.20	115,856.00								
DH-G	Director of Human Resources	36.06	84.14	75,004.80	175,011.20	90,000.00	165,000.00	97,382.00	158,246.00	90,979.00	148,782.00	85,404.80	126,942.40	67,974.40	132,454.40	129,001.60	206,398.40	75,088.00	135,137.60	84,385.60	136,884.80			98,196.80	148,553.60	90,846.00	150,025.00	86,100.00	
DH-G	Library Director	36.06	84.14	75,004.80	175,011.20					85,404.80	126,942.40	85,404.80	126,942.40	67,974.40	132,454.40			75,088.00	135,137.60	77,625.60	125,902.40			98,196.80	148,553.60			71,033.00	
DH-G	Planning & Zoning Director	36.06	84.14	75,004.80	175,011.20	90,000.00	165,000.00	97,382.00	158,246.00	86,361.60	141,128.00	85,404.80	126,942.40	67,974.40	132,454.40					77,625.60	125,902.40			98,196.80	148,553.60			86,100.00	
DH-G	Recreation Director</																												

Tavares	City of Wildwood		AVG BENCHMARK			
			Ann Min	Ann Max	Hr Min	Hr Max
			25,875.20	34,132.80	12.44	16.41
38,745.00			30,759.13	46,032.97	14.79	22.13
38,376.00			26,020.80	37,471.20	12.51	18.02
51,975.00	28,080.00	32,292.00	30,295.07	44,224.19	14.56	21.26
61,346.00	29,484.00	35,380.80	32,398.82	48,749.97	15.58	23.44
			29,979.73	49,316.80	14.41	23.71
49,233.60			35,059.14	53,714.04	16.86	25.82
50,853.00			33,054.96	49,644.84	15.89	23.87
			29,952.00	46,113.60	14.40	22.17
44,074.00			30,324.30	47,293.70	14.58	22.74
			29,723.20	41,080.00	14.29	19.75
54,889.00			32,888.89	49,897.26	15.81	23.99
			30,707.73	50,336.00	14.76	24.20
			30,707.73	50,093.33	14.76	24.08
49,140.00	26,000.00	36,400.00	30,316.00	44,287.30	14.58	21.29
45,000.00			31,169.87	44,922.67	14.99	21.60
			31,369.87	47,302.67	15.08	22.74
			31,369.87	47,302.67	15.08	22.74
			31,439.20	48,561.07	15.12	23.35
45,687.00			31,381.02	47,815.71	15.09	22.99
49,233.60			35,276.80	52,842.40	16.96	25.41
53,268.80	31,200.00	43,680.00	33,010.62	48,696.49	15.87	23.41
48,431.00			33,404.20	50,246.48	16.06	24.16
54,081.00	31,200.00	43,680.00	35,516.97	53,922.33	17.08	25.92
	40,000.00	60,000.00	36,057.60	52,214.40	17.34	25.10
49,239.00			33,575.72	50,752.82	16.14	24.40
53,040.00			34,219.47	51,209.60	16.45	24.62
			33,113.60	48,079.20	15.92	23.12
63,000.00	40,000.00	60,000.00	36,633.68	54,888.12	17.61	26.39
	34,000.00	52,000.00	33,608.49	50,949.80	16.16	24.50
48,431.00	32,422.00	38,906.40	33,807.13	50,942.37	16.25	24.49
	30,160.00	34,684.00	33,823.13	50,824.47	16.26	24.43
53,268.80	34,000.00	52,000.00	35,444.48	54,514.42	17.04	26.21
49,239.00	27,040.00	37,856.00	32,086.27	48,133.95	15.43	23.14
			32,936.80	54,007.20	15.84	25.97
54,889.00	34,320.00	37,752.00	34,252.77	49,662.51	16.47	23.88
54,081.00	40,000.00	60,000.00	38,637.02	58,249.70	18.58	28.00
49,239.00			35,337.29	53,045.22	16.99	25.50
	34,320.00	37,752.00	35,060.48	53,040.00	16.86	25.50
45,000.00			34,021.76	51,016.00	16.36	24.53
	30,160.00	34,684.00	31,777.33	47,842.30	15.28	23.00
57,795.00	36,400.00	43,680.00	35,950.73	53,104.50	17.28	25.53
			35,415.47	51,084.80	17.03	24.56
	34,320.00	37,752.00	34,053.76	50,190.40	16.37	24.13
45,687.00			33,877.40	52,428.00	16.29	25.21
			32,357.87	52,402.13	15.56	25.19
66,996.80	40,000.00	60,000.00	43,419.64	58,898.24	20.87	28.32
	31,200.00	43,680.00	36,290.80	53,190.80	17.45	25.57
64,575.00	34,000.00	52,000.00	47,513.00	74,825.71	22.84	35.97
			35,773.73	53,707.13	17.20	25.82
67,037.00	34,000.00	52,000.00	35,898.78	52,782.43	17.26	25.38
	31,200.00	43,680.00	33,890.13	49,091.47	16.29	23.60
			38,823.20	57,959.20	18.67	27.87
			37,710.40	55,889.60	18.13	26.87
57,750.00			36,389.40	53,323.10	17.49	25.64
			36,405.20	54,438.80	17.50	26.17
			36,899.20	51,722.67	17.74	24.87
56,504.00			39,305.78	60,521.36	18.90	29.10
	31,200.00	43,680.00	35,098.85	54,022.48	16.87	25.97
			36,888.68	60,329.12	17.73	29.00
			45,427.20	64,615.20	21.84	31.07
62,154.00	38,480.00	46,176.00	39,950.27	56,808.87	19.21	27.31
54,889.00	36,036.00	41,441.40	34,902.03	50,742.26	16.78	24.40
			37,502.40	51,875.20	18.03	24.94
	36,036.00	39,639.60	36,868.00	55,630.64	17.73	26.75
	34,000.00	52,000.00	34,696.10	54,907.80	16.68	26.40
			36,164.27	52,499.20	17.39	25.24
48,431.00			35,045.12	52,475.96	16.85	25.23
			36,263.90	54,534.68	17.43	26.22
	38,220.00	45,864.00	34,530.60	51,734.80	16.60	24.87
	36,036.00	41,441.40	33,984.60	50,629.15	16.34	24.34
45,687.00			32,894.48	51,698.36	15.81	24.85
			33,503.60	53,201.20	16.11	25.58
			33,300.80	53,691.73	16.01	25.81
66,996.80	44,000.00	66,000.00	48,625.60	63,003.60	23.38	30.29
			40,164.80	71,957.60	19.31	34.60
63,000.00	40,000.00	60,000.00	40,068.80	60,266.13	19.26	28.97
64,575.00	34,000.00	52,000.00	40,145.13	59,084.37	19.30	28.41
			40,566.93	59,994.13	19.50	28.84
50,853.00			38,916.13	58,336.07	18.71	28.05
	44,000.00	66,000.00	39,878.50	60,875.70	19.17	29.27
61,889.00	44,000.00	66,000.00	47,680.80	74,158.75	22.92	35.65
			50,505.87	75,268.87	24.28	36.19
	44,000.00	66,000.00	43,345.07	65,929.33	20.84	31.70
			39,804.27	56,277.87	19.14	27.06

Tavares	City of Wildwood		Grades FY 2022-23 BENCHMARK			
			Ann Min	Ann Max	Hr Min	Hr Max
	48,000.00	72,000.00	47,081.80	71,126.13	22.64	34.20
			40,476.80	56,056.00	19.46	26.95
	44,000.00	60,000.00	43,643.09	66,637.11	20.98	32.04
			41,348.15	61,742.68	19.88	29.68
			44,371.60	65,494.00	21.33	31.49
			51,464.88	83,294.52	24.74	40.05
			40,476.80	56,056.00	19.46	26.95
			40,476.80	56,056.00	19.46	26.95
			47,756.80	69,813.12	22.96	33.56
			36,476.27	54,440.53	17.54	26.17
66,996.80			43,378.40	62,639.20	20.86	30.12
	40,000.00	60,000.00	39,026.43	52,333.25	18.76	25.16
			83,491.20	148,283.20	40.14	71.29
			36,915.84	52,769.60	17.75	25.37
	40,000.00	60,000.00	40,822.40	61,429.12	19.63	29.53
			36,712.00	51,074.40	17.65	24.56
			42,099.20	58,281.60	20.24	28.02
			44,359.47	66,178.67	21.33	31.82
			43,503.20	61,692.80	20.92	29.66
61,346.00	37,837.80	45,405.36	35,933.23	52,644.15	17.28	25.31
			42,099.20	58,281.60	20.24	28.02
	37,837.80	41,621.58	35,584.25	52,275.80	17.11	25.13
			47,000.17	73,439.20	22.60	35.31
			37,408.97	57,767.17	17.99	27.77
			34,167.47	48,623.47	16.43	23.38
			35,692.73	53,742.53	17.16	25.84
			39,693.33	61,165.87	19.08	29.41
57,795.00	41,086.50	49,303.80	38,752.88	58,669.80	18.63	28.21
	37,837.80	45,405.36	35,584.25	53,221.74	17.11	25.59
45,687.00			33,813.84	52,979.64	16.26	25.47
			34,833.07	55,827.20	16.75	26.84
			37,481.60	67,797.60	18.02	32.60
61,346.00			43,168.67	64,461.47	20.75	30.99
			37,571.73	55,952.00	18.06	26.90
			39,005.20	58,141.20	18.75	27.95
66,996.80			50,200.04	75,199.24	24.13	36.15
59,737.60			42,440.32	62,699.52	20.40	30.14
			45,510.40	62,982.40	21.88	30.28
			40,282.67	58,309.33	19.37	28.03
			50,696.53	75,379.20	24.37	36.24
	48,000.00	72,000.00	47,047.76	71,001.13	22.62	34.14
			38,154.13	56,749.33	18.34	27.28
			47,299.20	65,520.00	22.74	31.50
	44,000.00	66,000.00	48,394.84	71,231.92	23.27	34.25
57,632.00	40,675.64	48,810.76	38,009.17	56,074.47	18.27	26.96
			38,750.40	65,956.80	18.63	31.71
			38,750.40	59,751.47	18.63	28.73
			53,865.07	79,955.20	25.90	38.44
67,037.00	44,167.99	53,001.59	43,539.00	65,131.00	20.93	31.31
			56,691.30	82,330.90	27.26	39.58
72,750.00			46,902.13	67,791.33	22.55	32.59
79,105.00			47,766.40	69,791.80	22.96	33.55
106,549.00			64,192.60	97,199.33	30.86	46.73
			62,805.60	91,353.60	30.20	43.92
			41,163.20	59,399.60	19.79	28.56
			58,656.00	92,310.40	28.20	44.38
57,795.00			40,553.36	60,434.84	19.50	29.06
			53,206.40	73,611.20	25.58	35.39
	48,000.00	72,000.00	54,406.00	76,666.40	26.16	36.86
79,105.00	54,000.00	81,000.00	51,987.06	79,439.89	24.99	38.19
	48,000.00	72,000.00	53,215.89	79,600.49	25.58	38.27
80,719.00	54,000.00	81,000.00	60,104.23	91,742.54	28.90	44.11
	66,000.00	110,000.00	60,512.80	93,826.00	29.09	45.11
			53,206.40	73,611.20	25.58	35.39
65,867.00			48,637.70	73,131.70	23.38	35.16
			64,885.60	94,224.00	31.20	45.30
			64,634.03	98,253.83	31.07	47.24
			62,358.40	94,016.00	29.98	45.20
			55,834.13	82,652.27	26.84	39.74
67,037.00			46,429.80	76,883.27	22.32	36.96
88,791.00			54,641.26	82,388.37	26.27	39.61
	54,000.00	81,000.00	57,589.18	87,067.96	27.69	41.86
80,719.00			57,115.60	85,117.35	27.46	40.92
84,344.00			59,047.90	91,696.80	28.39	44.09
93,634.00			52,584.23	77,350.11	25.28	37.19
			55,348.80	76,523.20	26.61	36.79
			65,873.60	95,565.60	31.67	45.95
			48,370.40	83,262.40	23.26	40.03
80,079.00	54,000.00	81,000.00	57,220.48	84,548.60	27.51	40.65
			54,048.77	77,025.90	25.98	37.03
			52,676.00	80,594.32	25.33	38.75
			59,897.07	88,462.40	28.80	42.53
			57,636.80	81,086.72	27.71	38.98
			55,246.84	88,365.08	26.56	42.48
			68,099.20	98,664.80	32.74	47.44
			54,946.67	82,229.33	26.42	39.53
			62,282.13	91,762.67	29.94	44.12
			64,646.40	89,460.80	31.08	43.01
			58,936.80	87,630.40	28.34	42.13
			55,794.30	85,597.73	26.82	41.15

Tavares	City of Wildwood		Grades FY 2022-23 BENCHMARK			
			Ann Min	Ann Max	Hr Min	Hr Max
			93,485.60	139,297.60	44.95	66.97
			60,573.07	87,086.13	29.12	41.87
			65,962.00	99,200.40	31.71	47.69
			66,185.60	98,397.87	31.82	47.31
			70,480.80	105,539.20	33.89	50.74
80,719.00			70,732.27	103,263.13	34.01	49.65
			75,587.20	104,644.80	36.34	50.31
106,549.00			65,853.00	98,423.72	31.66	47.32
101,706.00			73,306.20	113,024.67	35.24	54.34
93,634.00			65,963.24	102,057.40	31.71	49.07
			68,094.35	102,751.70	32.74	49.40
			85,009.60	117,644.80	40.87	56.56
			85,196.80	120,296.80	40.96	57.84
			85,009.60	117,644.80	40.87	56.56
	66,000.00	110,000.00	78,882.95	125,054.53	37.92	60.12
	56,000.00	94,000.00	70,873.60	107,828.00	34.07	51.84
			50,962.60	71,294.60	24.50	34.28
67,765.00	43,000.00	55,900.00	42,310.75	41,706.77	20.34	20.05
			55,095.30	77,990.90	26.49	37.50
			52,060.45	73,637.85	25.03	35.40
74,229.00			44,750.65	64,218.13	21.51	30.87
			57,857.80	86,654.10	27.82	41.66
			32,500.63	49,104.55	15.63	23.61
97,227.00	54,395.00	73,872.00	43,798.42	64,364.85	21.06	30.94
111,575.00	67,340.00	82,692.00	60,744.89	85,114.98	29.20	40.92
123,590.00	78,767.00	102,397.00	76,792.70	117,366.52	36.92	56.43
			88,649.60	128,627.20	42.62	61.84
			39,769.60	82,524.00	19.12	39.68
			39,769.60	82,524.00	19.12	39.68
			38,147.20	75,046.40	18.34	36.08
			40,788.80	57,054.40	19.61	27.43
			39,634.40	28,527.20	19.06	13.72
			37,788.40	55,832.40	18.17	26.84
			40,415.23	48,211.90	19.43	23.18
			42,849.64	49,847.20	20.60	23.97
			54,246.79	63,536.93	26.08	30.55
			62,231.10	72,025.20	29.92	34.63
			62,176.29	63,898.89	29.89	30.72
			69,908.80	113,068.80	33.61	54.36
			78,000.00	113,568.00	37.50	54.60
			-	-	-	-
			-	-	-	-
35.00			12.68	18.49		
132,379.00			95,461.37	155,221.30	45.89	74.63
135,608.00			94,703.78	159,067.11	45.53	76.47
93,634.00			65,487.43	109,285.03	31.48	52.54
113,006.00			71,575.00	118,870.64	34.41	57.15
104,935.00	48,000.00	72,000.00	73,428.24	124,612.68	35.30	59.91
			75,244.00	140,774.40	36.18	67.68
129,150.00	74,000.00	123,000.00	88,027.92	148,891.18	42.32	71.58
106,549.00			78,618.20	135,792.94	37.80	65.29
135,608.00	79,000.00	132,000.00	84,305.00	144,084.60	40.53	69.27
135,608.00	74,000.00	123,000.00	82,756.98	139,872.09	39.79	67.25
			106,600.00	181,781.60	51.25	87.40
129,150.00	79,000.00	132,000.00	91,639.64	151,351.78	44.06	72.77
135,608.00	79,000.00	132,000.00	92,769.29	152,566.69	44.60	73.35
			115,003.20	215,009.60	55.29	103.37
	74,000.00	123,000.00	97,375.23	161,679.66	46.82	77.73
			30,908.80	42,744.00	14.86	20.55
			70,720.00	95,024.80	34.00	45.69
			100,048.00	100,048.00	48.10	48.10
			70,720.00	95,024.80	34.00	45.69
			102,460.80	102,460.80	49.26	49.26
			90,698.40	109,834.40	43.61	52.81
			96,512.00	118,570.40	46.40	57.01
			104,832.00	104,832.00	50.40	50.40
			73,112.00	97,416.80	35.15	46.84
			104,832.00	104,832.00	50.40	50.40
			84,916.00	107,411.20	40.83	51.64

Job Classification/Title	Pay Grade	Hourly Min	Hourly Max	Annual Min	Annual Max	City of Gainesville		Duke Energy FY22 plus 3.5%		SECO		KUA		Lakeland		OUC FY22 plus 3%	
Electric Apprentice Lineman	401	18.34	36.08	38,147.20	75,046.40	19.90	43.27	26.75	36.58	26.12	40.67	25.74	34.53	23.42	31.97	27.88	41.09
Electric Apprentice Substation	401	18.34	36.08	38,147.20	75,046.40	19.90	43.27	26.75	36.58	26.12	40.67	25.74	34.53	23.42	31.97	27.88	41.09
Electric Lead Sys Operator/NERC Comp Officer	L4	50.40	50.40	104,832.00	104,832.00	42.40	63.61	-	-	-	-	-	-	-	-	-	-
Electric Line Crew Leader	L4	50.40	50.40	104,832.00	104,832.00	31.25	52.88	51.13	52.77	Salaried	Salaried	51.72	57.41	Salaried	Salaried	Salaried	Salaried
Electric Lineman	L2	48.10	48.10	100,048.00	100,048.00	19.90	43.27	44.75	49.64	47.18	47.18	38.14	42.34	41.87	44.96	43.23	51.09
Electric Meter Supervisor	L4	50.40	50.40	104,832.00	104,832.00	-	-										
Electric Meter Tech Apprentice	401	18.34	36.08	38,147.20	75,046.40	-	-	-	-								
Electric Meter Technician	L2	48.10	48.10	100,048.00	100,048.00	-	-	48.57	49.37	48.51	48.51	40.10	44.51	38.21	42.03	43.23	51.09
Electric Senior Systems Operator	133	28.75	39.77	59,800.00	82,721.60	-	-										
Electric Service Planner	131	26.61	36.79	55,348.80	76,523.20	-	-										
Electric Service Planning Supervisor	L4	50.40	50.40	104,832.00	104,832.00	-	-										
Electric Service Technician	L3	49.26	49.26	102,460.80	102,460.80	-	-	50.24	50.24	48.83	48.83	44.49	49.38	42.95	47.24	52.34	54.18
Electric Substation Supervisor	L4	50.40	50.40	104,832.00	104,832.00	31.25	52.88										
Electric Substation Technician II	L2	48.10	48.10	100,048.00	100,048.00	19.90	43.27	44.75	49.64	47.18	47.18	41.88	46.49	38.21	42.03	43.23	51.09
Electric System Operator	131	26.61	36.79	55,348.80	76,523.20	36.73	55.10										
Electric Technician I	122	18.72	25.92	38,937.60	53,913.60	19.90	43.27										
Electric Technician II	124	20.24	28.02	42,099.20	58,281.60	19.90	43.27										
Groundsman	L1	14.86	20.55	30,908.80	42,744.00	-	-	18.72	20.98	21.01	24.27	-	-	-	-	24.66	26.20

Peer Group Average	
24.02	32.59
24.02	32.59
46.40	57.01
46.13	53.37
40.45	46.41
44.45	47.27
48.02	49.86
40.83	51.64
40.46	46.83
31.67	45.95
19.31	34.60
20.07	35.65
19.81	23.00

Adopted Pay Grades FY 2022-23

Pay Grade	Hourly Min	Hourly Max	Annual Min	Annual Max
DH-E	48.08	96.16	100,006.40	200,012.80
DH-G	36.06	84.14	75,004.80	175,011.20
DH-U	55.29	103.37	115,003.20	215,009.60
L1	14.86	20.55	30,908.80	42,744.00
L2	48.10	48.10	100,048.00	100,048.00
L3	49.26	49.26	102,460.80	102,460.80
L4	50.40	50.40	104,832.00	104,832.00
101	11.00	11.48	22,880.00	23,878.40
102	11.00	11.93	22,880.00	24,814.40
103	11.00	12.40	22,880.00	25,792.00
104	11.00	12.90	22,880.00	26,832.00
105	11.00	13.40	22,880.00	27,872.00
106	11.00	13.94	22,880.00	28,995.20
107	11.00	14.48	22,880.00	30,118.40
108	11.00	15.06	22,880.00	31,324.80
109	11.36	15.65	23,628.80	32,552.00
110	11.80	16.28	24,544.00	33,862.40
111	12.24	16.92	25,459.20	35,193.60
112	12.72	17.58	26,457.60	36,566.40
113	13.24	18.28	27,539.20	38,022.40
114	13.74	19.01	28,579.20	39,540.80
115	14.29	19.75	29,723.20	41,080.00
116	14.86	20.55	30,908.80	42,744.00
117	15.44	21.36	32,115.20	44,428.80
118	16.05	22.21	33,384.00	46,196.80
119	16.67	23.08	34,673.60	48,006.40
120	17.34	24.00	36,067.20	49,920.00
121	18.03	24.94	37,502.40	51,875.20
122	18.72	25.92	38,937.60	53,913.60
123	19.46	26.95	40,476.80	56,056.00
124	20.24	28.02	42,099.20	58,281.60
125	21.04	29.13	43,763.20	60,590.40
126	21.88	30.28	45,510.40	62,982.40
127	22.74	31.50	47,299.20	65,520.00
128	23.66	32.74	49,212.80	68,099.20
129	24.58	34.04	51,126.40	70,803.20
130	25.58	35.39	53,206.40	73,611.20
131	26.61	36.79	55,348.80	76,523.20
132	27.64	38.25	57,491.20	79,560.00
133	28.75	39.77	59,800.00	82,721.60
134	29.88	41.36	62,150.40	86,028.80
135	31.08	43.01	64,646.40	89,460.80
136	32.33	44.72	67,246.40	93,017.60
137	33.61	46.52	69,908.80	96,761.60
138	34.95	48.37	72,696.00	100,609.60
139	36.34	50.31	75,587.20	104,644.80
140	37.80	52.31	78,624.00	108,804.80
141	39.30	54.39	81,744.00	113,131.20
142	40.87	56.56	85,009.60	117,644.80
143	42.48	58.83	88,358.40	122,366.40
144	44.18	61.19	91,894.40	127,275.20
145	45.94	63.61	95,555.20	132,308.80
146	47.79	66.06	99,403.20	137,404.80
147	49.69	68.71	103,355.20	142,916.80

Adopted Pay Grades FY 2022-23

148	51.63	71.54	107,390.40	148,803.20
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Adopted Pay Grades FY 2022-23

Pay Grade	Hourly Min	Hourly Max	Annual Min	Annual Max
300	23.06	32.26	50,962.60	71,294.60
302	24.93	35.29	55,095.30	77,990.90
304	26.18	39.21	57,857.80	86,654.10
306	29.40	44.42	64,974.00	98,168.20
308	34.05	48.51	75,250.50	107,207.10
310	40.88	59.79	85,030.40	124,363.20
312	44.19	64.57	91,915.20	134,305.60
403	19.61	27.43	40,788.80	57,054.40
503	12.45	18.05	33,664.80	48,807.20
520	15.56	22.56	42,074.24	61,002.24
524	17.70	25.63	47,860.80	69,303.52
529	21.36	31.03	57,757.44	83,905.12
530	29.88	45.06	62,150.40	93,724.80
532	23.47	34.37	64,683.32	94,723.72
534	33.61	54.36	69,908.80	113,068.80
536	35.92	57.85	74,713.60	120,328.00
999	11.00			
401*	18.34	36.08	38,147.20	75,046.40

* Included in apprentice standards

2022-23 Part Time Pay Grades

Title	Pay Grade	Rate Per Game	Per Hour
College Help	999	N/A	\$ 11.00
Public Works Helper	999	N/A	\$ 11.00
Summer Help	999	N/A	\$ 11.00
Temporary Slot*	999	N/A	\$ 11.00

*If, due to a staffing necessity, a temporary employee must be hired in a certain position, the rate of pay will be the minimum hourly rate of that position's pay grade.

Recreation Part-Time/Temporary Rates

Title	Duties	Skill	Pay Grade	Per Game	Per Hour
Temp 1		D	250		\$ 11.00
Temp 3	Splash Pad/Pool/Concession Attendant Special Projects Promotional Activities Adventure Program Special Events - Rentals	F	252		\$ 12.00
Temp 4	Program Instructor Field Maintenance (Including Tourn) Venetian Center Attendant Open Gym Attendant	G	253		\$ 12.50
Temp 5	Lifeguard Pool Maintenance (Non-Seasonal)	H	254		\$ 13.00
Temp 6	Water Safety Instructor	I	255		\$ 13.50
Temp 7	Head Lifeguard	J	256		\$ 14.00
Temp 8	Assistant Pool Manager	K	257		\$ 14.50
Temp 10	Pool Manager	L	258		\$ 15.00
Official 1	Adult Volleyball Referee Youth Basketball referee	5	270	\$ 25.00	
Official 2	Youth Football Referee Rookie Baseball/Softball Umpire Prep Basketball Adult Kickball/Soccer Official Youth Soccer Referee Enrichment	6	271	\$ 27.00	
Official 3	Adult Football Referee Minors Baseball Umpire Adult Basketball Referee 10U Softball Umpire Adult Softball	7	273	\$ 38.00	
Official 4	Majors Baseball Umpire 12U/14U/16U Softball Umpire Babe Ruth Baseball Umpire	8	274	\$ 45.00	

Municipality	Residential Rate
Groveland	\$215 - \$306
Ocala	\$ 252.15
Fruitland Park Villages	\$ 212.00
Mount Dora	\$ 209.00
Lake County	\$ 201.00
Fruitland Park	\$ 201.00
Mascotte	\$ 201.00
Mount Verde	\$ 201.00
Howey-in-the -Hills	\$ 201.00
Astatula	\$ 201.00
Leesburg Proposed	\$ 165.00
Umatilla	\$ 159.00
Lady Lake Villages	\$ 124.00
Leesburg	\$ 87.00
Minneola	\$ 59.00
Clermont	None
Tavares	None
Eustis	None

FY 24 PROPOSED Payscale

CLASSIFICATION	PAYE GRADE	HOURLY MIN	HOURLY MAX	ANNUAL MIN	ANNUAL MAX
General Employee	112	\$ 15.00	\$ 21.54	\$ 31,200.00	\$ 44,803.20
General Employee	113	\$ 15.60	\$ 22.40	\$ 32,448.00	\$ 46,592.00
General Employee	114	\$ 16.22	\$ 23.30	\$ 33,745.92	\$ 48,464.00
General Employee	115	\$ 16.87	\$ 24.23	\$ 35,095.76	\$ 50,398.40
General Employee	116	\$ 17.55	\$ 25.20	\$ 36,499.59	\$ 52,416.00
General Employee	117	\$ 18.25	\$ 26.21	\$ 37,959.57	\$ 54,516.80
General Employee	118	\$ 18.98	\$ 27.26	\$ 39,477.95	\$ 56,700.80
General Employee	119	\$ 19.74	\$ 28.35	\$ 41,057.07	\$ 58,968.00
General Employee	120	\$ 20.53	\$ 29.48	\$ 42,699.35	\$ 61,318.40
General Employee	121	\$ 21.35	\$ 30.66	\$ 44,407.33	\$ 63,772.80
General Employee	122	\$ 22.20	\$ 31.89	\$ 46,183.62	\$ 66,331.20
General Employee	123	\$ 23.09	\$ 33.17	\$ 48,030.97	\$ 68,993.60
General Employee	124	\$ 24.02	\$ 34.50	\$ 49,952.21	\$ 71,760.00
General Employee	125	\$ 24.98	\$ 35.88	\$ 51,950.29	\$ 74,630.40
General Employee	126	\$ 25.98	\$ 37.32	\$ 54,028.31	\$ 77,625.60
General Employee	127	\$ 27.01	\$ 38.81	\$ 56,189.44	\$ 80,724.80
General Employee	128	\$ 28.09	\$ 40.36	\$ 58,437.01	\$ 83,948.80
General Employee	129	\$ 29.22	\$ 41.97	\$ 60,774.50	\$ 87,297.60
General Employee	130	\$ 30.39	\$ 43.65	\$ 63,205.48	\$ 90,792.00
General Employee	131	\$ 31.60	\$ 45.40	\$ 65,733.69	\$ 94,432.00
General Employee	132	\$ 32.87	\$ 47.22	\$ 68,363.04	\$ 98,217.60
General Employee	133	\$ 34.18	\$ 49.11	\$ 71,097.56	\$ 102,148.80
General Employee	134	\$ 35.55	\$ 51.07	\$ 73,941.47	\$ 106,225.60
General Employee	135	\$ 36.97	\$ 53.11	\$ 76,899.12	\$ 110,468.80
General Employee	136	\$ 38.45	\$ 55.23	\$ 79,975.09	\$ 114,878.40
General Employee	137	\$ 39.99	\$ 57.44	\$ 83,174.09	\$ 119,475.20
General Employee	138	\$ 41.59	\$ 59.74	\$ 86,501.06	\$ 124,259.20
General Employee	139	\$ 43.25	\$ 62.13	\$ 89,961.10	\$ 129,230.40
General Employee	140	\$ 44.98	\$ 64.62	\$ 93,559.54	\$ 134,409.60
General Employee	141	\$ 46.78	\$ 67.20	\$ 97,301.93	\$ 139,776.00
General Employee	142	\$ 48.65	\$ 69.89	\$ 101,194.00	\$ 145,371.20
Police Officer/Detective	300	\$ 27.15	\$ 37.43	\$ 60,001.50	\$ 82,701.74
Senior Police Officer/Detective	302	\$ 28.92	\$ 40.94	\$ 63,913.20	\$ 90,469.45
Police Corporal/Detective	304	\$ 30.37	\$ 45.48	\$ 67,117.70	\$ 100,518.76
Sergeant/Detective	306	\$ 34.10	\$ 51.53	\$ 75,369.84	\$ 113,875.11
Firefighter	520	\$ 16.34	\$ 23.69	\$ 44,183.36	\$ 64,057.76
Firefighter/Engineer	524	\$ 18.59	\$ 26.91	\$ 50,267.36	\$ 72,764.64
Fire Lieutenant	529	\$ 22.43	\$ 32.58	\$ 60,650.72	\$ 88,096.32
Crossing Guards	999	\$ 15.00			
Electric Groundman	L1	\$ 17.83	\$ 24.66	\$ 37,086.40	\$ 51,292.80
Electric Lineman/Meter/Substation	L2	\$ 50.51	\$ 50.51	\$ 105,060.80	\$ 105,060.80
Electric Service technician	L3	\$ 51.72	\$ 51.72	\$ 107,577.60	\$ 107,577.60
Electric Line Crew leader/Meter/Substation	L4	\$ 52.92	\$ 52.92	\$ 110,073.60	\$ 110,073.60
Department Head - General Services	DH-G	\$ 36.06	\$ 84.14	\$ 75,004.80	\$ 175,011.20
Department head - Emergency Services	DH-E	\$ 48.08	\$ 96.16	\$ 100,006.40	\$ 200,012.80
Department Head - Utility Services	DH-U	\$ 55.29	\$ 103.37	\$ 115,003.20	\$ 215,009.60
City Manager		CONTRACT			\$ 231,076.00

**AGENDA MINUTES
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, APRIL 24, 2023 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, April 24, 2023, at Leesburg City Hall. Mayor Burry called the meeting to order at 5:45 p.m. with the following members present:

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

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

INVOCATION

The invocation was given, followed by the Pledge of Allegiance to the Flag of the United States of America at the Carver Heights / Montclair Area CRA meeting held immediately prior to this meeting.

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

2. PRESENTATIONS:

A. Resolution of the Mayor and City Commission of the City of Leesburg, Florida, naming the City Hall Commission Chambers in Honor of FRED A. MORRISON; and providing an effective date.

Mayor Burry asked the Morrison family to join him at the podium. Mayor Burry read the full resolution naming the City Hall Commission Chambers in honor of Fred A. Morrison. Pictures of the Morrison family along with the mayor were taken with the revealed plaque. Mayor Burry stated Fred was not only his attorney but also his friend, and his wife, Susan Morrison, is a graduate together with the mayor of Leesburg High School, class of '78. This is a great thing and we are so proud.

Commissioner Reisman made a motion to adopt the resolution and Commissioner Pederson seconded the motion.

The roll call vote was:
Commissioner Connell Yes

Commissioner Reisman	Yes
Commissioner Pederson	Yes
Commissioner Berry	Yes
Mayor Burry	Yes

Five yeas, no nays, the Commission **adopted Resolution 11,301.**

The plaque was immediately hung outside the Fred A. Morrison Commission Chambers.

3. PROCLAMATIONS:

A. Municipal Clerks Week

Mayor Burry read a proclamation proclaiming the week of April 30 - May 6, 2023, as Municipal Clerk Week.

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.

Joanie Smalley, Executive Director of the Leesburg Partnership, wanted to let everyone know Bikefest will be happening this weekend, Friday, Saturday, and Sunday. We are trying to be as respectful to everybody as possible to make sure we are not hurting your businesses downtown during setup. I really want to thank the city. You have been great partners; Public Works and Electric have been absolutely phenomenal, helping with the planning and the set up of everything. Thank you very much and look twice for motorcycles in the next five days.

Dr. Erika Jasper wanted to give a public service announcement to let everyone know we are planning a community cleanup on May 6th, so please mark your calendars. The city of Leesburg is joining forces with Keep Lake Beautiful and will be at two parks, Berry Park and Johnson Park, from 7:00 a.m. until 11:00 a.m. on May 6th. She knows Commissioner Reisman will be there and Commissioner Berry will definitely be in her neighborhood and in my community. Please come out on May 6th as we clean up our city beautiful. Thank you.

5. CONSENT AGENDA:

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

Commissioner Pederson moved to adopt the Consent Agenda and Commissioner Connell seconded the motion.

The roll call vote was:

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

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

A. CITY COMMISSION MEETING MINUTES:

- 1. Regular meeting held April 10, 2023**

B. PURCHASING ITEMS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Task Order with Dewberry Engineers, Inc. for an odor control evaluation for the Turnpike Wastewater Treatment Plant (WWTP); and providing an effective date.**

ADOPTED RESOLUTION 11,302

- 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 Bulldog Sitework, LLC. for the installation of a water main known as Treadway School Loop Water Main Installation; and providing an effective date.**

ADOPTED RESOLUTION 11,303

- 3. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services Agreement with Danus Utilities, LLC., for the replacement of four (4) Air Release Valves (ARVs); and providing an effective date.**

ADOPTED RESOLUTION 11,304

- 4. Ratification of City Manager emergency purchase approval for four (4) police vehicles for \$154,960.46.**

APPROVED

C. RESOLUTIONS:

- 1. Resolutions requesting the City Commission approve and execute an FAA**

grant for the Leesburg International Airport and approve and execute a Task Order with GAI Consultants, Inc., to provide professional services related to the FAA grant for Reconstruction of Taxiways Delta, A1 & A3, and A2 Relocation.

- a. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Grant Agreement 3-12-0042-031-2023 between the City of Leesburg and the Federal Aviation Administration (FAA), for the purpose of obtaining funding for the Leesburg International Airport Taxiway Reconstruction of A1, A3, Delta, and A2 Relocation; and providing an effective date.**

ADOPTED RESOLUTION 11,305

- b. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Task Order with GAI Consultants, Inc., for professional services at the Leesburg International Airport related to Taxiway Reconstruction of A1, A3, Delta, and A2 Relocation; and providing an effective date.**

ADOPTED RESOLUTION 11,306

- 2. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Landlord Consent to Assignment of Lease, between the City of Leesburg, and Import Sales of Lake County, LLC, D/B/A Bill Bryan Subaru, and Leesburg S Automotive Management, LLC; and providing an effective date.**

ADOPTED RESOLUTION 11,307

- 3. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and the City Clerk to execute an Amendment to the Interlocal Agreement between Lake County, Florida and the City of Leesburg relating to the provision of Library services; and providing an effective date.**

ADOPTED RESOLUTION 11,308

- 4. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from the City of Fruitland Park, for the purpose of granting the City an Easement over the property described therein; and providing an effective date.**

ADOPTED RESOLUTION 11,309

5. **Resolution of the City Commission of the City of Leesburg, Florida authorizing position modifications within the Gas Operations Division; and providing an effective date.**

ADOPTED RESOLUTION 11,310

6. **Resolution of the City Commission of the City of Leesburg, Florida approving execution of a Vacant Land Contract for purchase of certain real property located on SR 44 and described more particularly in the contract; and providing an effective date.**

ADOPTED RESOLUTION 11,311

7. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing and directing the Mayor and City Clerk to execute a Dedication for Public Street Right-of-Way for a 50-foot-wide strip of land lying within Sections 9 and 16, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date.**

ADOPTED RESOLUTION 11,312

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

A. SECOND READING OF ORDINANCES

Mayor Burry stated the second reading of ordinances has been pulled from the agenda tonight. **CM Minner** stated both 6.A.1 and 6.A.2, Mr. Mayor, have been requested to be pulled, by the applicant, from tonight's agenda. This concerns the high density residential development off Picciola Road. Pursuant to new rules by state statutes, we will have to re-advertise giving everybody due notice so you will have your opportunity to come back and hear this item at a public hearing. Again, there will be an advertisement on the next date. We anticipate 30 days or so, not less than maybe more, but we will advertise again. Should you have any questions about the delay, you can contact the office of the city manager or contact the planning and zoning department and they can get you that information. This matter will not be heard this evening.

1. **An Ordinance amending the comprehensive plan of the City of Leesburg, Florida, changing the future land use map designation of certain property containing 8.03 +/- acres from Medium Density Residential to High Density Residential, for a multi-family development on a property generally located south of Park Holland Road and east of Picciola Road as legally described in Section 15, Township 19 South, Range 24 East; Lake County, Florida; and providing an effective date. (PMF Leesburg SSCP)**

2. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 8.03 acres from PUD (Planned Unit Development) and C-3 (General Commercial) to SPUD (Small Planned Unit Development) for a property generally located south of Park Holland Road and east of Picciola Road, as legally described in Section 15, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (PMF Leesburg PUD)**

B. FIRST READING OF ORDINANCES

1. **None**

C. NON-ROUTINE ITEMS

1. **None**

7. INFORMATIONAL REPORTS:

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

A. Financial Reports as of February 2023

The commission had no comment.

8. CITY ATTORNEY ITEMS:

CA Watson stated on the consent agenda this evening you had some documents, lease assignments relating to the Subaru dealership. They had been given a document from their lender, a landlord subordination, that they had also requested the city to execute. We did have some comments on that document and it was not in your package this evening, but that is sort of a final document to finalize the package for those lease agreements. We have a couple of options, I would just sort of survey the group here, if you would all be comfortable with Al and myself ironing out the language we sent over on some proposed revisions of that language, then we could finish that. Or, if you would like us to iron out the language and bring it back to the commission, we could also do that as well, whichever you are comfortable with. He thinks there is nothing unusual about the document, the lender just wants to make sure that they have a priority position with respect to the vehicles, the inventory, and things like that for the dealership. Conceptually, he does not have a big problem with it, he just wants to make sure that there is adequate protection for the city if they are going to step into the property and remove property from the premises. **Commissioner Pederson** fully supports the city attorney with the document. **Mayor Burry** would agree with that, also with the caveat that if something else comes up that needs to come back to the commission, you use your discretion in that. **CA Watson** replied yes sir we will definitely do that. Thank you.

9. CITY MANAGER ITEMS:

CM Minner stated he has two items. First, to recognize Pam Hester, who had a big part in making the resolution for Fred. She wrote it, it went through some word crafting as a team effort, but that really came from Pam's efforts as well as the plaque and getting everything squared away. He thought it was important that Pam be recognized for those efforts as it meant a lot to her. Everybody misses and really appreciated Fred.

A. Power Cost Adjustment Update

CM Minner gave a quick presentation on the power cost adjustment and where we are six months into the fiscal year. Everybody's been reading in the papers about green energy, administration, and you see different advertisements about utilities increasing their prices, decreasing their prices; frankly, the picture has unfolded pretty much as we thought it would back when we made the unfortunate presentation to say we had to increase our power cost adjustment. But six months into the fiscal year, he felt like it was very important to have this public discussion and then we would update your directions on our website, so hopefully, then everybody checks our website where we have the Leesburg electric rate watch. Referring to a chart, which he stated represents where we thought power costs were going to be from about 120 to 140 dollars a megawatt, maybe dip below a fiscal year average when we did the budget back in October of about 125 dollars a megawatt. November is also a little goofy, spiking down, up, down, up, so again throwing out November, we were close to being on target, but we actually saw a little relief. When we thought the initial budget was going to be about 125 dollars, we were actually about a hundred and thirteen dollars, so ten dollars a megawatt less expensive than we anticipated. There is really only one reason: the North had an extremely warm winter. The warm winter meant natural gas prices stayed low. It does not mean any of the things we had talked about; the environmental green issues, the war in the Ukraine taking gas supplies, or the stopping of major gas supply lines; all three of those had major determining factors on why gas spiked so high. Really, what kept energy for us less expensive and made us look better than anticipated is because there was a warm winter that cut the price by about 15 bucks. April '25 is a significant date because that is when the FMPA's hedging program stops, so FMPA and the All Requirements Project, where we are a member, have hedged energy prices to cap our energy. Our natural gas costs around 4 to 4.50 cents a deca-therm, so what you see is that insulates the city from the volatility and the gas market and keeps the all requirements project somewhere around 85 dollars a megawatt. We typically run about seven to ten dollars behind the average price of the all requirements project, so this actually represents an even more conservative approach of okay if all requirements average price is going to be 80 to 85 bucks, what we expect is typically 85 to 95 bucks, but he does not think too much more. So, in terms of recouping our loss, again to recap, in fiscal year '22 the city lost about 12.5 million dollars. That means our power costs went up 12 and a half million dollars more than we anticipated, which was directly related to fuel costs. As a side note, not to be worried if you are following Duke Energy, for example, Duke Energy was just approved a 1.18 billion dollar recovery. If you divide the customer base by 700 million dollars of Duke and the city's customer base twenty six thousand dollars and twelve you come up with a number of about 650 dollars a customer and 600 a customer because our losses were about the same. As we told the commission back in September, we reacted quicker. That is why our prices went up quickly. Duke, FPL and the state investor-owned utilities had to go through the Public Service Commission, which is why you see their tiered rate increase. They got one approval back in the fall to increase rates in January and then they were approved another rate increase in January which becomes effective May 1. So, right now you will see Duke at about 172 per thousand and Leesburg at about 177 and that is critical because our goal has been to recoup the 12.5 million dollar loss. The two numbers, 12.5 million and 3 million, are actually synonyms, let me explain. We always want to have the power cost adjustment funds go into a Special Reserve fund for the city. When we eat through those funds, like we did the electric fund cash, and in this case, we like to keep about three million dollars of reserved money for the power cost adjustments. So, when we lost 12.5 million, our bottom line actually looked like we only lost nine and a half million, but there is another

three million that you need to recoup, so the power cost number has to get from 9.5 in the hole to 3 million in the black to where that is now stabilized numbers. Our goal is, we have two things in mind; we want to first make sure we recoup all of the money back, but we also realize that the utility realizes there is the need to have rate relief for our customers. What we are going to contemplate here in the next few minutes is how best to accomplish that goal. Based on the power cost numbers that we just showed, if we hang out around 100 a megawatt, we anticipated that if we were paying 125 dollars a megawatt and had a power cost adjustment of seven cents per kilowatt, we would get back to just about a net hole of about 4.5 million dollars. We anticipated collecting back at seven cents for about 18 months of recovery. We are going to speed up that. We did better with the warm winter and now we are starting to see hedging, so where we thought we were going to be at the end of the year we are about there now. The worst months for profitability of the electric fund are March, April, and May because we have a constant kind of steady use; you do not spike or go down. The utility makes more of a profit in the hotter months, which is not atypical of the industry. Our problem right now is, and it is a good thing, we have positive numbers, but we also have an unknown because we do not have our hedging numbers in for the dangerous months of March, April, and May. Everything is about a 30-day delay as our numbers come in. What we have right now is one month out of the three, March, which is tricky. We anticipated about a million dollar loss in March and what we had this year at seven cents was actually about a two hundred and fifty thousand dollar recovery, so that actually puts us a million dollars ahead. If that trend continues, we think you will probably be able to lower the power cost adjustment. That question becomes when. We looked at two ways if you go now, which is a little more risky, and if you said do this tonight you would not hear me say that is a bad plan. One plan is kind of a two-tiered step that would reduce your power costs from seven cents to five cents now, so there is about a little bit of rate relief in the hot months, but if you do that plan you do not get to get a full recovered price until probably April of next year. The other option is keep it at seven cents and, as soon as you recover the full amount, which we estimate is going to be September, you actually you go from a negative like about 1.5 million to 4 million from August to September, then reduce it in one shot to where you go from about a seven cents power cost adjustment per kwh to a 3.3. Then you can kind of hang out at a rate of a power cost adjustment of 3.3 cents. You would think immediate rate relief is better, so that is what we tried to do. If you do the two-step to get immediate rate relief, you go seven cents, five cents, and then I think we said 2.75 cents per kwh. With an average 5200 bill, if you do it in two steps, where you go keep the seven cents, reduce it when you have maximum ability and then reduce it to the one, that actually saves the customer a whopping 45 bucks. Both of these are pretty similar and either way the commission wants to go, he does not think it is a bad decision. What that looks like is this is a kind of rate competition as of January and we have been constantly comparing ourselves to Sumter Electric, and Sumter Electric continues to hang out at 155 dollars or so a megawatt. The big reason for the price differential is Sumter has a significantly greater amount of coal generation in their mix. Sumter is lucky because of their cooperative cooperation with Seminole and their coal mix. Duke is now at 172 versus our 177 and with Duke you can anticipate again, when you get your Duke bill a notice that they are going up in April and that estimated number is 200. Mount Dora just did a notification that they are coming down, do not know what that number is yet. OUC just announced that they will be coming down, so all that is to say right now that until we have full data, we are looking better even at 177 because of where Duke is and Duke is our primary price comparator in the region. So, even if the city stays at seven cents and stays at the 177 number, we still have a competitive rate. What you should look for from Leesburg Electric, in terms of your rate, is if the utility stays at seven cents, you will see a rate for a thousand KW of around 177. If we drop to 50, you see 157, so a savings of about 20 bucks per thousand and then a drop to 27.50 would be 135. In the long term, he thinks the city will stabilize at a rate somewhere between 135 and 140, so our recommendation is to stay with the seven cent number for now. It would be great to say hey let's give rate relief to all our customers for the hot summer months, but you just saw the long-term strategy and it really does not provide all that incremental long-term strength. It is better for us to get down to the

lowest number as soon as we can quickly get there because that provides some flexibility for the utility, it recovers cash, and a little more conservative approach. It does not provide as much rate relief as you would think and, unfortunately, due to the market conditions at 177, we are still going to be a competitive utility. So, our recommendation is to stay at 177. We have four bad months in the summertime where bills are really bad; June, July, August, and September. His hope and goal would be that we can beat this and get some rate relief for at least August and September, but we really need those last two months of data. Then we will have some of the hedging months and again possibly balance out at that 130 to 145 number. We know from April '24 to about April '25, which is one and a half fiscal years, that we are going to have a pretty consistent rate; we just need to see some experience. He thinks we, unfortunately, stay the course at seven and the good news is he thinks we can definitely get rate relief by October, maybe sooner if our numbers are still overly conservative.

Commissioner Pederson supports Al's recommendation. He stated Leesburg was one of the first utilities to raise rates and he would like to be one of the first ones to get out of this high rate and that is what we told them on the front end. We came in first; we will get out first.

CM Minner said we are pretty close to that. When you look at us regionally and then compare us 12 months into this, we were not the very best when we started, probably top of the bottom of the top quarter, so yeah, a little better than middle and he thinks we will get back there.

Mayor Burry stated he is also in agreement with Al and thinks the most prudent thing when we look at our utility is to recoup that buffer. We hope to have the right crystal ball with the current mix, but we need that buffer before we turn it off. He thinks it is a prudent move for Leesburg.

10. ROLL CALL:

Commissioner Connell had nothing.

Commissioner Reisman had nothing.

Commissioner Pederson had nothing.

Commissioner Berry would like to introduce the Home Improvement Grant survey program for District One. The purpose is to rid the blight, as well as remind others of the health and prosperity of District One and how essential the district is to the overall development of Leesburg. The restoration of homes and the housing stock is an economic and job development opportunity. On April 27th she would like to go into the Woodland Park area in West Leesburg to introduce and share with the homeowners, as well as the residents, a survey for them to complete and list their concerns for improvements that they need in their homes. She broke it out for home safety, beautification, and structural repair. It is about 48 homes and she is excited about it being the first project moving forward for the district as a new commissioner and bringing opportunities for the homeowners to feel a sense of pride and recoup the area in which that area, at one point, was the pearl of west Leesburg. She thinks this revitalizing the neighborhood will enhance the community as well as Leesburg. Once she gets the survey and all the information, she would like to bring it back to the commission and then we can discuss, as far as moving forward, doing a gathering of what the actual items and concerns are for the homes that need repair. **Commissioner Connell** asked, just so he was clear, that you want to pass out the survey and then bring it back to the city for consideration to pay for the expense of the repairs. **Commissioner Berry** replied that as far as any repairs, this is improvement to rid the blight, as well as make all the housing up to code. Yes, this would be part of the program for improving and making everyone safe in the area. **Commissioner Connell** asked if we already have a program like this that is funded. **CM Minner** answered yes we do. This is something Commissioner Berry has talked to me about and Commissioner Connell, you have also had some questions about the three primary grants; the downtown business grant, the home rehab grant, and the FSL grant with the clawback provision, and you have asked that we review those grant programs.

With that, the commission charged myself and Grant with the responsibility to update those ordinances or resolutions, do not remember how we implemented the grant programs. We have the task of reviewing and adding some rewrites, with some clawback provisions. Commissioner Berry contacted me about ways to improve the Home Grant and right now the home rehabilitation grant does offer a five thousand dollar no matching grant to make certain improvements. I want to say we adopted and funded that through the Carver Heights CRA around the 16-17 time frame and that grant has not received a lot of participation, he thinks, in part because there is not enough assistance that goes into things like roof repair, doors, and windows. We had long discussions on that creation, so the suggestion was for Commissioner Berry to petition the community while she was out to see if A) this is a popular program, and it may come back to where there is not the want for the program or B) it may come back, that yeah, this program really works but even with the five thousand dollar grant it is still not affordable for low to moderate income residents trying to repair their homes. The purpose of the survey is just to acquire information, is it a wanted program, what the funding level should be, what type of repair efforts would be, and when we get that information then Commissioner Berry and I will get together and be back to the commission to make suggestions on how to improve or keep the program the same. **Commissioner Connell** asked what the qualifications are to apply for this. **CM Minner** replied that right now the qualifications are for any homeowner in Leesburg, there is a priority on Carver Heights, and then there is another priority based on low to moderate income. It is kind of three-tiered, so if you are a low to moderate income homeowner in the Carver Heights CRA district you are really in front of the line to receive up to five thousand dollars in home repairs. We have maybe issued a handful, literally, of home grants and so that is the basic criteria. **Commissioner Connell** asked what the low to moderate income range is. **CM Minner** said he did not know the numbers off the top of his head, but if you go to the website, pull up the grants, the numbers are listed. The amount for a single person in Lake County is like \$24,000, a low to moderate income, and then there are two, three, and four family house incomes. That number drops as the household increases, and the LMI level goes down. **Commissioner Connell** stated that this is funded through the CRA. **CM Minner** responded that right now it is funded through the CRA. It is eligible to be funded through the general fund and right now we only have an allocation for it in the Carver Height CRA, somewhere around 20 grand, so we we have not spent a lot of money out of it.

Mayor Burry had nothing.

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.

Commissioner Reisman made a motion to adjourn and Commissioner Connell seconded the motion. The meeting adjourned at 6:26 p.m.

**AGENDA MINUTES
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, MAY 8, 2023 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, May 8, 2023, at Leesburg City Hall. Mayor Burry called the meeting to order at 5:32 p.m. with the following members present:

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

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

INVOCATION

Mayor Burry gave the invocation followed by the Pledge of Allegiance to the Flag of the United States of America at the workshop with the Center for the Arts held immediately prior to this meeting.

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

2. PROCLAMATIONS:

A. Recognizing the Leesburg High School FFA Chapter

Mayor Burry read a proclamation recognizing the Leesburg High School FFA Chapter for their accomplishments in the 2022-2023 school year. Several members, along with their advisor Ms. Kelsey Croft, were present and pictures were taken.

B. Recognizing the Leesburg High School Boys Weightlifting Team

Mayor Burry read a proclamation recognizing the Leesburg High School Boys Weightlifting Team for their outstanding performances throughout the historic 2022-2023 season. The weightlifting team is led by head coach Josh Boyer and assistance coach Corey Broomfield. The boys won District and Regional titles in both Olympic and traditional lifting and brought home 20 State medals. Several members, along with coaches, were present and pictures taken.

Mayor Burry stated we would be remiss if we did not also recognize the Leesburg Girls Weightlifting Team. The girls finished Fourth in Olympic and Fifth in traditional at the State Tournament and the great news is that all state medalists will return next year. Several members, along with coaches, were present and pictures taken.

C. Water Reuse Week

Mayor Burry read a proclamation into the record proclaiming May 14 through May 20, 2023 as Water Reuse Week. He called upon each citizen and business to help protect our precious water resources by practicing water conservation and the efficient and effective use of reclaimed water. He presented the proclamation to Chief Plant Operator Al Purvis.

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.

Joanie Smalley, executive director Leesburg Partnership, just wanted to let everyone know from the Board of Directors and herself that they really appreciated all the help from the city and appreciate the patience from the citizens during Bikefest. The event went really well and they appreciate everybody for helping them make it happen.

Dr. Erika Jasper wanted to give kudos and recognition to Commissioner Reisman and Commissioner Berry for coming out this past weekend for our annual cleanup. In addition, public works director Cliff, housing staff, Diane Clinton and Sandra Wilson and all the volunteers who came out to make our city beautiful. There was 5.6 tons of trash collected and they look forward to making this event bigger and better in the future. Thank you.

Gary Custer, East Treasure Island Avenue, passed out a handout regarding Leesburg city ordinances and spoke about the safety factor on County Road 44. His handout also included a page of annexations already done, which looks like leap frogging to him because there is nothing connecting them, it is just going to create more traffic. He also brought up some changes they would like to see to the Treasure Trove case coming at the next meeting. If you keep developing, you are just creating more problems. In all the places approved on County Road 44, there is not one house built. 44 is already a problem, something has to be done.

Lisa Hayden, Dennis Road, also provided a handout. She stated they had a nice meeting with Mayor Burry a couple months ago regarding changes to the entrance. The development has come a long way, but they just need for them to go a little bit further and move the entrance to East Treasure.

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

CA Watson asked to make a comment on item 5.B.1. He stated he spoke with Ms. Davis earlier today about basically one provision in the terms and conditions that was sent over from the contractor. If there is approval tonight, he thinks our request would be approval subject to a minor change or revision to paragraph 13 on the terms and condition sheet. As Ms. Davis was out, he did not have the opportunity to contact them about agreement on that particular change, so we think we can probably get agreement on that, but we just are not quite there yet. His request would be to withhold signature on the terms and conditions sheet pending negotiation. The specific provisions are a venue provision, in the event there were any dispute, the venue would be in Michigan or in Broward County, which he believes would not be favorable to the city. There was also a limitation on liability that we want to take a closer look at where they were looking to cap their liability at their professional services fee and the attorney fees provision was one-sided in their favor.

Items pulled for discussion:

5.B.1 - Agreement with Edgewater Resources FL, LLC for professional services related to Venetian Cove Marina improvements

Commissioner Pederson moved to adopt the Consent Agenda except for 5.B.1, and Commissioner Reisman seconded the motion.

The roll call vote was:

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

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

A. CITY COMMISSION MEETING MINUTES:

1. None

B. PURCHASING ITEMS:

1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement with Edgewater Resources FL, LLC. for professional services related to Venetian Cove Marina Improvements for an amount not to exceed \$213,100.00; and providing an effective date.

APPROVE RESOLUTION 11,313

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

Mayor Burry asked CA Watson if he could spell out what the motion should be for approval. CA Watson stated the motion should be approval of the resolution subject to attorney review on the terms and conditions sheet.

Commissioner Pederson made a motion to adopt the resolution and Commissioner Connell seconded the motion.

The roll call vote was:

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

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

2. Purchase request for the upgrade of the City's Network Switches.

APPROVED

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute and correct a scrivener's error with the job classification for the Police Department position of "Crime Scene Technician" to "Crime Scene Investigator"; and providing an effective date.**

ADOPTED RESOLUTION 11,314

- 2. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 78, a subdivision of the City of Leesburg, Florida, being a portion of Section 16, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 78)**

ADOPTED RESOLUTION 11,315

- 3. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 79, a**

subdivision of the City of Leesburg, Florida, being a portion of Section 16, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 79)

ADOPTED RESOLUTION 11,316

4. Resolution of the City Commission of the City of Leesburg, Florida accepting a Utility Easement to the City of Leesburg from Carl A. Smith, Trustee of the Carl A. Smith Family Trust dated February 22, 2016, for the purpose of granting the City a Utility Easement over the property described therein; and providing an effective date.

ADOPTED RESOLUTION 11,317

5. Resolution of the City Commission of the City of Leesburg, Florida, creating authorized signatories as required by TD Bank NA to honor all checks, drafts, or other orders for payment of money drawn in the name of the City of Leesburg; providing a sample of said individuals signature; and providing an effective date.

ADOPTED RESOLUTION 11,318

6. Resolution of the City of Leesburg, Florida, pertaining to the Urban County Cooperation Agreement relating to the Community Development Block Grant Program; providing for approval of agreement and authorization to execute; providing for the implementation of administrative actions; providing a savings clause; providing for scrivener's errors; providing for conflicts; providing for severability; and providing an effective date.

ADOPTED RESOLUTION 11,319

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:
COMPREHENSIVE PLAN INFORMATION SIGN-UP SHEET (YELLOW)
AVAILABLE
 - A. SECOND READING OF ORDINANCES
 1. None
 - B. FIRST READING OF ORDINANCES

1. None

C. NON-ROUTINE ITEMS

1. None

7. INFORMATIONAL REPORTS:

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

- A. None**

8. CITY ATTORNEY ITEMS:

CA Watson had no further comment.

9. CITY MANAGER ITEMS:

CM Minner had no comment.

10. ROLL CALL:

Commissioner Berry had nothing.

Commissioner Pederson had nothing.

Commissioner Reisman had nothing.

Commissioner Connell had nothing.

Mayor Burry stated, as shown on the screen, the gauntlet has been thrown down. He did see a pretender here earlier, Tyler Brandenburg, not here now, but as you see in the second picture from the right, it is our own Infamous, Al, who is dancing for the Stepping Out For Education. Wanted to make sure everyone knew that, come out and support. Bring home the gold, boss. **Commissioner Pederson** said, we are gonna have to nickname him for this one. **Commissioner Reisman** stated he is excited to see this at the Venetian Center and tickets are selling quick, so make sure you get your tickets.

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.

Commissioner Reisman made a motion to adjourn and Commissioner Pederson seconded the motion. The meeting adjourned at 6:03 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: May 22, 2023

From: Aaliyah Davis, (Purchasing Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the City to use the Master Services Agreement awarded by the Florida Municipal Power Agency (FMPA) to Irby Construction Company to provide services related to Electric Utility Transmission & Distribution Construction and maintenance; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution authorizing the City to use the FMPA awarded Irby Construction Company Master Services Agreement for transmission and distribution (T&D) construction services.

Analysis:

The City of Leesburg is a member of the Florida Municipal Power Association (FMPA). One of the services FMPA provides to its members is facilitating cooperative contract solicitations. FMPA issues solicitations on behalf of their members. Member utilities can then determine if they will use the awarded contract.

This contract with Irby Construction Co. would allow the City to use their services for electric utility transmission and distribution construction and maintenance following an event. Irby Construction Co. would document their services in accordance with FEMA requirements. The services ordered under this contract would be submitted to FEMA by the City as a reimbursable expense in a declared event. Use of a contractor would free up electric crews to do actual repairs and restoration without the additional tasks of specialized services.

Procurement Analysis:

On June 25, 2018 the City Commission approved Resolution 10,219 authorizing execution of a Procurement Agent Agreement with FMPA for the purpose of soliciting and contracting for commodities as approved by the City. The Procurement Agent Agreement was executed primarily to satisfy contracting requirements of the Federal Emergency Management Administration (FEMA). When FMPA issues solicitations and awards contracts for those commodities that may be eligible for FEMA reimbursement as a result of a declared incident FMPA includes all the federal contracting provisions in the awarded contract. This action helps ensure the best likelihood that FEMA will honor claims for expenses under the Contract. This contract award to Irby Construction Co. does include the federal contracting provisions.

Procurement staff have reviewed the solicitation, responses received, and the contract award to Irby Construction Co. Procurement recommends use of the Irby Construction Co. contract as an FMPA member. Use of this contract will eliminate considerable staff time in preparing, administering, and awarding our own contract.

Options:

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

Fiscal Impact:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING THE CITY TO USE THE MASTER SERVICES
AGREEMENT AWARDED BY THE FLORIDA MUNICIPAL POWER AGENCY (FMPA)
TO IRBY CONSTRUCTION COMPANY TO PROVIDE SERVICES RELATED TO
UTILITY TRANSMISSION AND DISTRIBUTION CONSTRUCTION AND
MAINTENANCE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS the City of Leesburg is a member of the Florida Municipal Power Agency (FMPA) who provides services to its electric utility members.

WHEREAS the City and FMPA entered into an Agreement on June 25, 2018 designating FMPA as the City's agent for the purpose of conducting competitive selection and negotiation process for the procurement of certain goods and services.

WHEREAS the use of FMPA awarded contracts provide a benefit to the City in ensuring adherence to federal contracting provisions for potential cost reimbursement by the Federal Emergency Management Administration (FEMA) for eligible claims.

WHEREAS use of cooperative contracts such as this, as permitted by the City's Purchasing Policy, uses the purchasing power of many agencies to reduce costs to the City of Leesburg.

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

THAT the Leesburg City Commission approves City use of Irby Construction Company Master Services Agreement awarded by the Florida Municipal Power Agency (FMPA) on May 9, 2022.

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 22nd day of May 2023.

Mayor

ATTEST:

City Clerk



Sharon Samuels
Member Services Programs and Procurement Administrator

MEMORANDUM

May 9, 2022

TO: FMPA Members
FROM: Sharon Samuels
cc: Bidders
SUBJECT: Electric Utility Transmission & Distribution Construction and Maintenance Services Bid Award – Supplemental RFP# 2021-202A

The Electric Utility Transmission & Distribution Construction and Maintenance Services Supplemental Bid, competitively solicited, received bids from Irby Construction Co. of Richland, MS and Pike Electric, LLC of Mount Airy, NC.

Pursuant to the RFP document, the recommended award is for two (2) bidders: Pike Electric, LLC; and Irby Construction Company.

These awarded bidders will extend the bid prices and terms to other FMPA Members as stated in our RFP document. This bid award is effective through May 31, 2026; at that time the award may be extended by mutual consent.

Below is the contact information for the awarded bidders:

Irby Construction Co.
318 Old Highway 49 South
Richland, MS 39218
P: 601-709-4729

Pike Electric, LLC
100 Pike Way
Mount Airy, NC 27030
P: 336-719-4678

If you have any questions, please feel free to contact me.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.2.

Meeting Date: May 22, 2023

From: Aaliyah Davis, (Purchasing Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the City to use the Master Services Agreement awarded by the Florida Municipal Power Agency (FMPA) to SPE Group LLC. to provide services related to Electric Utility Transmission & Distribution Construction and maintenance; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution authorizing the City to use the FMPA awarded SPE Group LLC. Master Services Agreement for transmission and distribution (T&D) construction services.

Analysis:

The City of Leesburg is a member of the Florida Municipal Power Association (FMPA). One of the services FMPA provides to its members is facilitating cooperative contract solicitations. FMPA issues solicitations on behalf of their members. Member utilities can then determine if they will use the awarded contract.

This contract with SPE Group LLC. would allow the City to use their services for electric utility transmission and distribution construction and maintenance following an event. SPE Group LLC. would document their services in accordance with FEMA requirements. The services ordered under this contract would be submitted to FEMA by the City as a reimbursable expense in a declared event. Use of a contractor would free up electric crews to do actual repairs and restoration without the additional tasks of specialized services.

Procurement Analysis:

On June 25, 2018 the City Commission approved Resolution 10,219 authorizing execution of a Procurement Agent Agreement with FMPA for the purpose of soliciting and contracting for commodities as approved by the City. the Procurement Agent Agreement was executed primarily to satisfy contracting requirements of the Federal Emergency Management Administration (FEMA). When FMPA issues solicitations and awards contracts for those commodities that may be eligible for FEMA reimbursement as a result of a declared incident FMPA includes all the federal contracting provisions in the awarded contract. This action helps ensure the best likelihood that FEMA will honor claims for expenses under the Contract. This contract award to SPE Group LLC. does include the federal contracting provisions.

Procurement staff have reviewed the solicitation, responses received, and the contract award to SPE

Group LLC. in addition to Irby Construction Co.; both vendors were awarded as a result of this solicitation. Procurement recommends use of the SPE Group LLC. contract as an FMIPA member. Use of this contract will eliminate considerable staff time in preparing, administering, and awarding our own contract.

Options:

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

Fiscal Impact:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING THE CITY TO USE THE MASTER SERVICES
AGREEMENT AWARDED BY THE FLORIDA MUNICIPAL POWER AGENCY (FMPA)
TO SPE GROUP LLC. CONSTRUCTION COMPANY TO PROVIDE SERVICES
RELATED TO UTILITY TRANSMISSION AND DISTRIBUTION CONSTRUCTION
AND MAINTENANCE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS the City of Leesburg is a member of the Florida Municipal Power Agency (FMPA) who provides services to its electric utility members.

WHEREAS the City and FMPA entered into an Agreement on June 25, 2018 designating FMPA as the City's agent for the purpose of conducting competitive selection and negotiation process for the procurement of certain goods and services.

WHEREAS the use of FMPA awarded contracts provide a benefit to the City in ensuring adherence to federal contracting provisions for potential cost reimbursement by the Federal Emergency Management Administration (FEMA) for eligible claims.

WHEREAS use of cooperative contracts such as this, as permitted by the City's Purchasing Policy, uses the purchasing power of many agencies to reduce costs to the City of Leesburg.

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

THAT the Leesburg City Commission approves City use of SPE Group LLC. Construction Company Master Services Agreement awarded by the Florida Municipal Power Agency (FMPA) on September 21, 2021.

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 22nd day of May 2023.

Mayor

ATTEST:

City Clerk



Sharon Samuels
Member Services Programs and Procurement Administrator

MEMORANDUM

February 21, 2022

TO: FMIPA Members
FROM: Sharon Samuels
cc: Bidders
SUBJECT: Electric Utility Transmission & Distribution Construction and Maintenance Services Bid Award REVISION - RFP# 2021-202

The Electric Utility Transmission & Distribution Construction and Maintenance Services Bid, competitively solicited, received bids from Haugland Energy Group, LLC of Plant City, FL; Michels Power, Inc. of Neenah, WI 54956; Pike Electric, LLC of Mount Airy, NC; and SPE Group of Jacksonville, FL. Initially, it was awarded to four (4) bidders: Haugland Energy Group, LLC; Michels Power, Inc.; Pike Electric, LLC; and SPE Group.

Negotiations of the service agreement with Pike Electric has come to an impasse. As such, they have been omitted from the list of award bidders on this RFP.

All other aspects of the original bid award remain the same.

Below is the contact information for the awarded bidders:

Haugland Energy Group, LLC
336 South Service Rd.
Melville, NY 11747
P: 516-336-6720

Michels Power, Inc.
1775 East Shady Lane
Neenah, WI 54956
P: 920-720-5200

SPE Group
10145 103rd Street
Jacksonville, FL 32210
P: 813-326-1099

If you have any questions, please feel free to contact me.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: May 22, 2023

From: Dan Miller, (Planning and Zoning Director), Christine Rock, (Senior Planner)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 80, a subdivision of the City of Leesburg, Florida, being a portion of Section 16, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 80)

Staff Recommendation:

Staff recommends approval of the plat for Villages of West Lake Unit No. 80 Subdivision.

Analysis:

The property is generally located north of County Road 470 and east of the Florida Turnpike. The proposal is for approval of a plat consisting of 62 single-family residential lots. The review process for zoning, site plan and construction plans has been completed. Approval of this plat will complete the project review process and allow for the applicant(s) to apply for building permits, construct, and sell homes within this new subdivision.

Procurement Analysis:

N/A

Options:

1. Approve the request for a plat of the new Villages of West Lake Unit No. 80 subdivision; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

No direct fiscal impact will result from this action. However, a future positive fiscal impact will result from the completion of the homes to be constructed in this project, in the form of ad valorem taxes, impact fees and utility fees.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING AND APPROVING A PLAT FOR VILLAGES OF WEST LAKE UNIT NO. 80, A SUBDIVISION OF THE CITY OF LEESBURG, FLORIDA, BEING A PORTION OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND ACCEPTING AND DEDICATING TO THE USE OF THE PUBLIC ANY EASEMENTS OR PUBLIC PLACES SHOWN THEREON AS BEING DEDICATED TO THE PUBLIC; AND PROVIDING AN EFFECTIVE DATE. (VILLAGES OF WEST LAKE UNIT NO. 80)

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

THAT the plat of the following described lands, which is named Villages of West Lake Unit No. 80 is hereby approved and accepted by the City of Leesburg, Florida; being

A PARCEL OF LAND LYING WITHIN THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE ALONG THE NORTH LINE THEREOF RUN S89°11'07"E, 1778.29 FEET; THENCE DEPARTING SAID NORTH LINE RUN S00°48'53"W, 1965.67 FEET TO THE POINT OF BEGINNING; THENCE S59°52'24"E, 239.23 FEET; THENCE S42°14'52"W, 92.05 FEET; THENCE S59°52'24"E, 142.41 FEET; THENCE S32°46'56"E, 42.05 FEET; THENCE S21°27'47"E, 84.70 FEET; THENCE S47°38'45"E, 218.48 FEET; THENCE S51°36'03"W, 80.41 FEET; THENCE S40°48'34"W, 127.60 FEET TO THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470 (A 100 FOOT WIDE RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11670-2601); THENCE ALONG SAID NORTH RIGHT OF WAY LINE RUN N88°56'30"W, 680.82 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE RUN N01°03'30"E, 291.44 FEET; THENCE N76°47'37"E, 23.58 FEET; THENCE N52°14'48"E, 66.16 FEET; THENCE N42°14'52"E, 324.06 FEET; THENCE N30°07'36"E, 90.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.88 ACRES, MORE OR LESS.

(See Exhibit A, Villages of West Lake Unit No. 80 Plat attached)

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 22nd day of May 2023.

Mayor

ATTEST:

City Clerk

VILLAGES OF WEST LAKE UNIT NO. 80

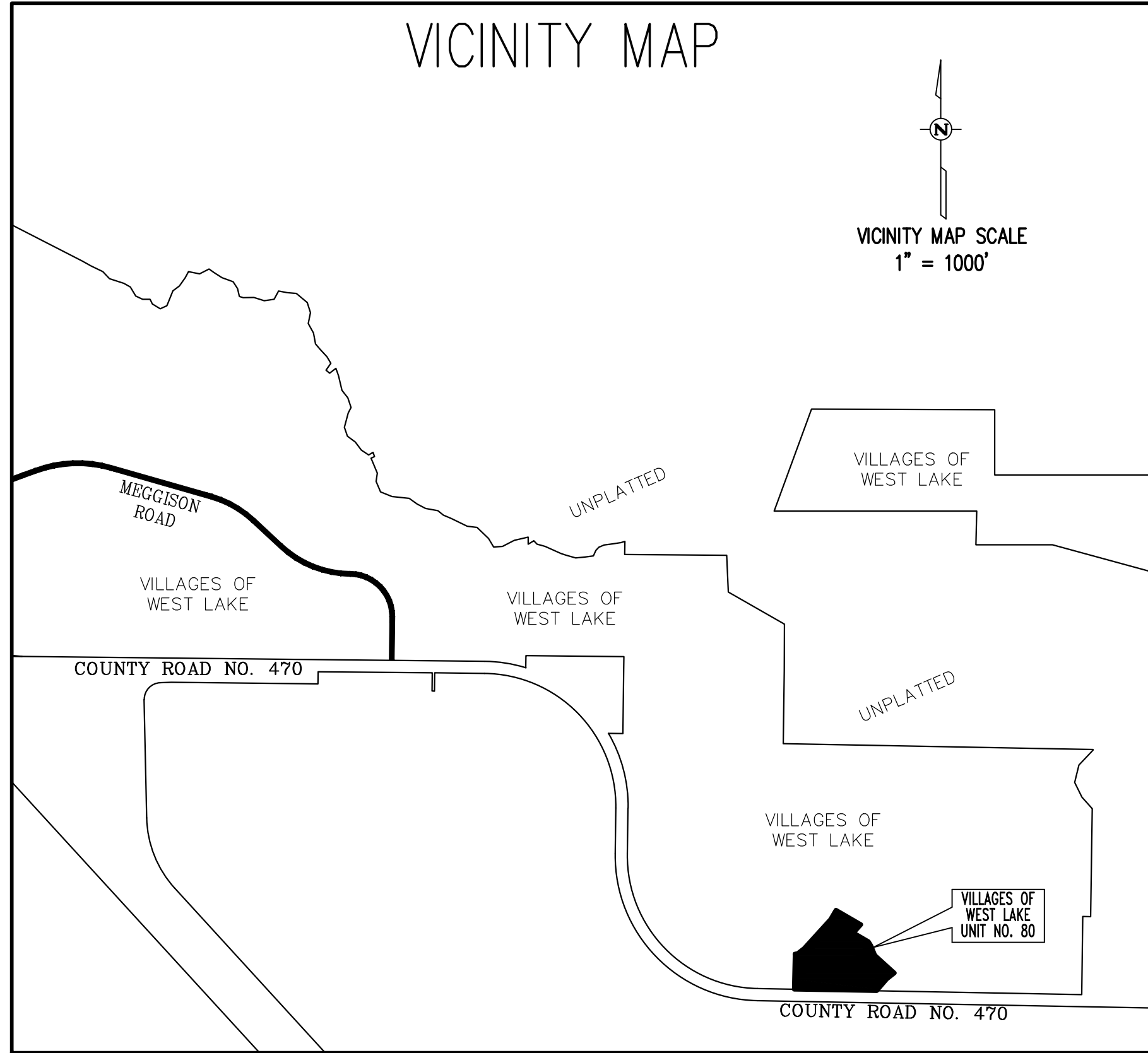
SECTION 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE ALONG THE NORTH LINE THEREOF RUN S89°11'07"E, 1778.29 FEET; THENCE DEPARTING SAID NORTH LINE RUN S00°48'53"W, 1965.67 FEET TO THE POINT OF BEGINNING; THENCE S59°52'24"E, 239.23 FEET; THENCE S42°14'52"W, 92.05 FEET; THENCE S59°52'24"E, 142.41 FEET; THENCE S32°46'56"E, 42.05 FEET; THENCE S21°27'47"E, 84.70 FEET; THENCE S47°38'45"E, 218.48 FEET; THENCE S51°36'03"W, 80.41 FEET; THENCE S40°48'34"W, 127.60 FEET TO THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470 (A 100 FOOT WIDE RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11670-2601); THENCE ALONG SAID NORTH RIGHT OF WAY LINE RUN N88°56'30"W, 680.82 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE RUN N01°03'30"E, 291.44 FEET; THENCE N76°47'37"E, 23.58 FEET; THENCE N52°14'48"E, 66.16 FEET; THENCE N42°14'52"E, 324.06 FEET; THENCE N30°07'36"E, 90.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.88 ACRES, MORE OR LESS.



62 LOTS – 5 TRACTS

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL, IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT AS DERIVED FROM THE L-NET NETWORK (TOPNET ONSS NETWORK). AS A REFERENCE, THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, HAS A BEARING OF SOUTH 89°11'07" EAST.

2.) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

3.) ALL DISTANCES SHOWN ARE IN FEET.

4.) WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (R). ALL OTHER LINES ARE NON-RADIAL.

5.) LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF ANY LOT OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY.

6.) PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT WAS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR SURETY.

7.) ALL PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

8.) TRACTS "A" AND "B" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER.

9.) TRACTS "C", "D" AND "E" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER. NO INGRESS OR EGRESS IS PERMITTED WITHOUT THE DEVELOPER'S CONSENT.

10.) THE DISTRICT FINDS IT IN THE PUBLIC INTEREST, AND HEREBY AGREES TO PROVIDE THE FOLLOWING SERVICES: (A) MAINTENANCE AND REPAIR OF AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC; (B) PAY FOR THE COST OF WATER AND SEWER PROVIDED BY WILDWOOD UTILITY DEPENDENT DISTRICT, OR ITS ASSIGNS, TOGETHER WITH THE COST OF GARBAGE, ELECTRICAL, LIGHTING, TELEPHONE, GAS AND OTHER NECESSARY UTILITY SERVICE FOR AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, SUBDIVISION, OR THE PUBLIC; (C) MAINTENANCE AND REPAIR OF THE STORM WATER RUNOFF DRAINAGE SYSTEM INCLUDING DRAINAGE EASEMENTS AND DRAIN PIPES NOT MAINTAINED BY SOUTHEAST WILDWOOD WATER CONSERVATION AUTHORITY, LLC, OR ITS ASSIGNS, OR THE CITY OF LEESBURG; (D) MAINTENANCE AND REPAIR OF THE LANDSCAPING AND IRRIGATION ON ISLANDS AND CUL-DE-SACS LOCATED WITHIN THE ROADWAYS, IF ANY; (E) MAINTENANCE AND REPAIR TO THE TOP AND EXTERIOR OF THE WALLS LOCATED ON OR ADJACENT TO THE SOUTHERN BOUNDARY OF HOMESITES 16 THROUGH 32 OF THE SUBDIVISION; AND (F) MAINTENANCE AND REPAIR, INCLUDING STRUCTURAL REPAIR, TO THE WALLS AND/OR FENCES LOCATED ON OR ADJACENT TO TRACTS D AND E OF THE SUBDIVISION.

11.) THE TITLE OPINION FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.

SHEET 1 OF 2

PLAT BOOK _____

PAGE _____

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, THE VILLAGES LAND COMPANY, LLC (THE DEVELOPER) HAS CAUSED TO BE MADE THIS PLAT, VILLAGES OF WEST LAKE UNIT NO. 80, A SUBDIVISION OF LAND HEREIN DESCRIBED AND JOINS WITH VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14 (THE DISTRICT) TO HEREBY DEDICATE THE ROADWAYS SHOWN HEREON TO THE CITY OF LEESBURG AND THE PERPETUAL USE OF THE PUBLIC; AND DEDICATES TRACTS "A", "B", "C", "D" AND "E" TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14.

WITNESSES:

(1) _____
SIGNATURE

PRINT NAME

(2) _____
SIGNATURE

PRINT NAME

THE VILLAGES LAND COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
BY: TVL COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

BY: _____
MARTIN L. DZURO,
MANAGER

WITNESSES:

(1) _____
SIGNATURE

PRINT NAME

(2) _____
SIGNATURE

PRINT NAME

VILLAGE COMMUNITY DEVELOPMENT
DISTRICT NO. 14

BY: _____
C. DALE BORROWMAN,
CHAIR

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA

PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

SEAL

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY C. DALE BORROWMAN, THE CHAIR OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14, ON BEHALF OF THE DISTRICT, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA

PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

SEAL

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A REGISTERED SURVEYOR AND MAPPER, FULLY LICENSED TO PRACTICE IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER HER SUPERVISION, AND THAT THIS PLAT COMPLIES WITH ALL OF THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES.

DATE: _____

KAYE M. JAMESON, P.S.M. – REGISTRATION NUMBER 5912
CLYMER FARNER BARLEY SURVEYING, LLC – REGISTRATION NUMBER LB 8498
4450 N.E. 83RD ROAD
WILDWOOD, FLORIDA 34785

SEAL

STATEMENT OF REVIEWER

"PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES, AND FIND THAT SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER; PROVIDED HOWEVER, THAT MY REVIEW DOES NOT INCLUDE FIELD VERIFICATION OF ANY OF THE COORDINATES, POINTS OR MEASUREMENTS SHOWN ON THIS PLAT."

SIGNATURE

DATE: _____

PRINT NAME
WADE SURVEYING, INC. FOR CITY OF LEESBURG, FLORIDA

SEAL

PREPARED BY:



CFB
CLYMER
FARNER
BARLEY

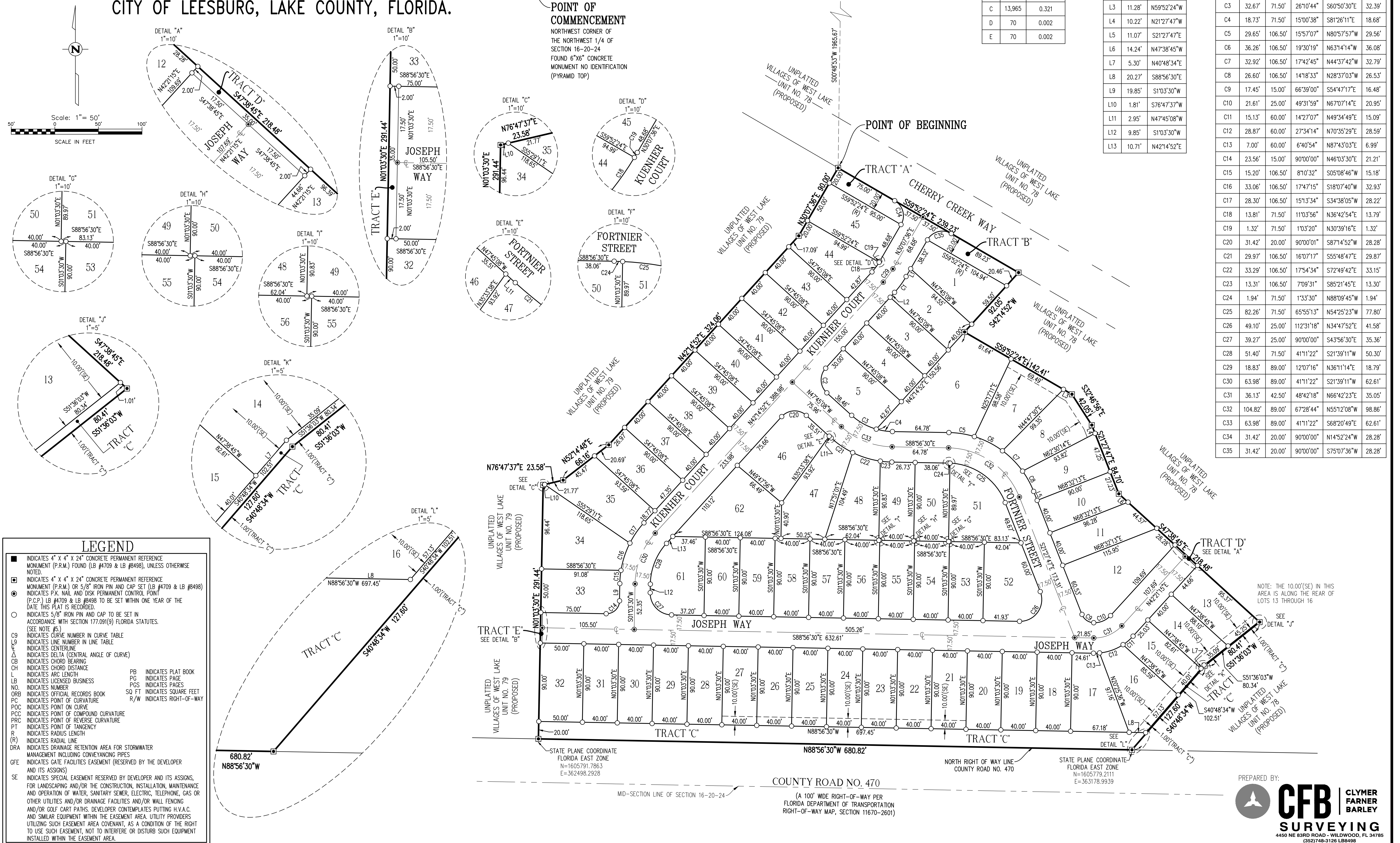
SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB8498

VILLAGES OF WEST LAKE UNIT NO. 80

SECTION 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SHEET 2 OF 2 PLAT BOOK

PAGE



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: May 22, 2023

From: Dan Miller, (Planning and Zoning Director), Christine Rock, (Senior Planner)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 81, a subdivision of the City of Leesburg, Florida, being a portion of Section 16, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 81)

Staff Recommendation:

Staff recommends approval of the plat for Villages of West Lake Unit No. 81 Subdivision.

Analysis:

The property is generally located north of County Road 470 and east of the Florida Turnpike. The proposal is for approval of a plat consisting of 85 single-family residential lots. The review process for zoning, site plan and construction plans has been completed. Approval of this plat will complete the project review process and allow for the applicant(s) to apply for building permits, construct, and sell homes within this new subdivision.

Procurement Analysis:

N/A

Options:

1. Approve the request for a plat of the new Villages of West Lake Unit No. 81 subdivision; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

No direct fiscal impact will result from this action. However, a future positive fiscal impact will result from the completion of the homes to be constructed in this project, in the form of ad valorem taxes, impact fees and utility fees.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING AND APPROVING A PLAT FOR VILLAGES OF WEST LAKE UNIT NO. 81, A SUBDIVISION OF THE CITY OF LEESBURG, FLORIDA, BEING A PORTION OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND ACCEPTING AND DEDICATING TO THE USE OF THE PUBLIC ANY EASEMENTS OR PUBLIC PLACES SHOWN THEREON AS BEING DEDICATED TO THE PUBLIC; AND PROVIDING AN EFFECTIVE DATE. (VILLAGES OF WEST LAKE UNIT NO. 81)

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

THAT the plat of the following described lands, which is named Villages of West Lake Unit No. 81 is hereby approved and accepted by the City of Leesburg, Florida; being

A PARCEL OF LAND LYING WITHIN THE NORTH 1/2 OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE ALONG THE NORTH LINE THEREOF RUN S89°11'07"E, 1325.07 FEET TO THE NORTHWEST CORNER OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 16; SAID POINT ALSO BEING ON THE BOUNDARY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5199, PAGE 258, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THE FOLLOWING SIX (6) COURSES BEING ALONG SAID BOUNDARY LINE: RUN S00°48'18"W, 599.91 FEET TO THE POINT OF BEGINNING; THENCE S88°56'30"E, 2,556.25 FEET; THENCE S00°49'33"W, 5.52 FEET; THENCE S43°39'58"W, 170.17 FEET; THENCE S13°50'45"W, 147.54 FEET; THENCE S26°56'42"E, 92.39 FEET; THENCE DEPARTING SAID BOUNDARY LINE RUN S70°39'19"W, 704.87 FEET; THENCE S34°02'10"W, 106.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 114.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°42'44", AN ARC DISTANCE OF 35.24 FEET TO THE POINT OF TANGENCY; THENCE S51°44'55"W, 51.19 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 85°33'52", AN ARC DISTANCE OF 37.33 FEET TO A POINT OF CUSP OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 621.50 FEET AND A CHORD BEARING AND DISTANCE OF N37°26'37"W, 78.65 FEET TO WHICH A RADIAL LINE BEARS N56°11'03"E; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°15'21", AN ARC DISTANCE OF 78.70 FEET; THENCE ALONG A NON-TANGENT LINE RUN N30°39'52"W, 41.94 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 152.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°34'45", AN ARC DISTANCE OF 49.45 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 636.50 FEET; THENCE NORTHWESTERLY

ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°55'45", AN ARC DISTANCE OF 199.17 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 277.50 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°11'53", AN ARC DISTANCE OF 102.67 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 397.50 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°10'54", AN ARC DISTANCE OF 29.01 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 621.50 FEET AND A CHORD BEARING AND DISTANCE OF N81°16'43"W, 48.67 FEET TO WHICH A RADIAL LINE BEARS N10°57'56"E; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°29'18", AN ARC DISTANCE OF 48.69 FEET TO THE POINT OF TANGENCY; THENCE N83°31'22"W, 155.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 871.50 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°10'38", AN ARC DISTANCE OF 246.07 FEET TO THE POINT OF TANGENCY; THENCE S80°18'00"W, 564.78 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 628.50 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°31'41", AN ARC DISTANCE OF 258.09 FEET TO THE AFORESAID WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 16; THENCE ALONG SAID WEST LINE RUN N00°48'18"E, 618.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 31.10 ACRES, MORE OR LESS.

(See Exhibit A, Villages of West Lake Unit No. 81 Plat attached)

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 22nd day of May 2023.

Mayor

ATTEST:

City Clerk

VILLAGES OF WEST LAKE UNIT NO. 81

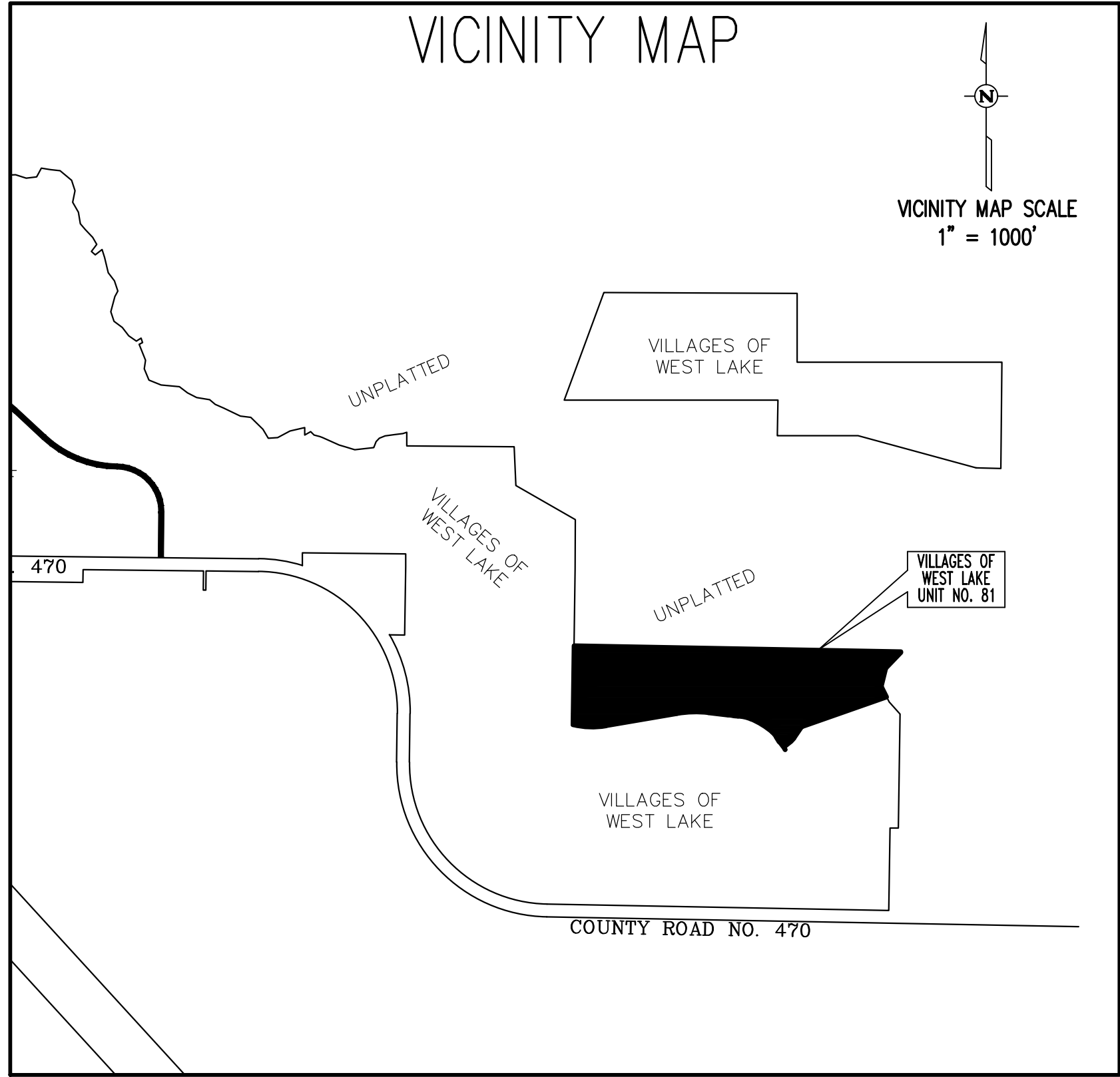
SECTION 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE NORTH 1/2 OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE ALONG THE NORTH LINE THEREOF RUN S89°11'07"E, 1325.07 FEET TO THE NORTHWEST CORNER OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 16; SAID POINT ALSO BEING ON THE BOUNDARY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5199, PAGE 258, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THE FOLLOWING SIX (6) COURSES BEING ALONG SAID BOUNDARY LINE: RUN S00°48'18"W, 599.91 FEET TO THE POINT OF BEGINNING; THENCE S88°56'30"E, 2,556.25 FEET; THENCE S00°49'33"W, 5.52 FEET; THENCE S43°39'58"W, 170.17 FEET; THENCE S13°50'45"W, 147.54 FEET; THENCE S26°56'42"E, 92.39 FEET; THENCE DEPARTING SAID BOUNDARY LINE RUN S70°39'19"W, 704.87 FEET; THENCE S34°02'10"W, 106.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 114.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°42'44", AN ARC DISTANCE OF 35.24 FEET TO THE POINT OF TANGENCY; THENCE S51°44'55"W, 51.19 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 85°33'52", AN ARC DISTANCE OF 37.33 FEET TO A POINT OF CUSP OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 621.50 FEET AND A CHORD BEARING AND DISTANCE OF N37°26'37"W, 78.65 FEET TO WHICH A RADIAL LINE BEARS N56°11'03"E; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°15'21", AN ARC DISTANCE OF 78.70 FEET; THENCE ALONG A NON-TANGENT LINE RUN N30°39'52"W, 41.94 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 152.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°34'45", AN ARC DISTANCE OF 49.45 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 636.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°55'45", AN ARC DISTANCE OF 199.17 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 277.50 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°11'53", AN ARC DISTANCE OF 102.67 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 397.50 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°10'54", AN ARC DISTANCE OF 29.01 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 621.50 FEET AND A CHORD BEARING AND DISTANCE OF N81°16'43"W, 48.67 FEET TO WHICH A RADIAL LINE BEARS N10°57'58"E; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°29'18", AN ARC DISTANCE OF 48.69 FEET TO THE POINT OF TANGENCY; THENCE N83°51'22"W, 155.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 871.50 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°10'38", AN ARC DISTANCE OF 246.07 FEET TO THE POINT OF TANGENCY; THENCE S80°18'00"W, 564.78 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 628.50 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°31'41", AN ARC DISTANCE OF 258.09 FEET TO THE AFORESAID WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 16; THENCE ALONG SAID WEST LINE RUN N00°48'18"E, 618.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 31.10 ACRES, MORE OR LESS.



85 LOTS – 7 TRACTS

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL, IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT AS DERIVED FROM THE L-NET NETWORK (TOPNET ONSS NETWORK). AS A REFERENCE, THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 24 EAST, HAS A BEARING OF SOUTH 00°32'36" WEST.

2.) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

3.) ALL DISTANCES SHOWN ARE IN FEET.

4.) WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (R). ALL OTHER LINES ARE NON-RADIAL.

5.) LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF ANY LOT OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY.

6.) PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT WAS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR SURETY.

7.) ALL PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

8.) TRACTS "A" AND "B" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER.

9.) TRACTS "C", "D", "E", "F" AND "G" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER. NO INGRESS OR EGRESS IS PERMITTED WITHOUT THE DEVELOPER'S CONSENT.

10.) THE DISTRICT FINDS IT IN THE PUBLIC INTEREST, AND HEREBY AGREES TO PROVIDE THE FOLLOWING SERVICES: (A) MAINTENANCE AND REPAIR OF AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC; (B) PAY FOR THE COST OF WATER AND SEWER PROVIDED BY WILDWOOD UTILITY DEPENDENT DISTRICT, OR ITS ASSIGNS, TOGETHER WITH THE COST OF GARBAGE, ELECTRICAL, LIGHTING, TELEPHONE, GAS AND OTHER NECESSARY UTILITY SERVICE FOR AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, SUBDIVISION, OR THE PUBLIC; (C) MAINTENANCE AND REPAIR OF THE STORM WATER RUNOFF DRAINAGE SYSTEM INCLUDING DRAINAGE EASEMENTS AND DRAIN PIPES NOT MAINTAINED BY SOUTHEAST WILDWOOD WATER CONSERVATION AUTHORITY, LLC, OR ITS ASSIGNS, OR THE CITY OF LEESBURG; AND (D) MAINTENANCE AND REPAIR OF THE LANDSCAPING AND IRRIGATION ON ISLANDS AND CUL-DE-SACS LOCATED WITHIN THE ROADWAYS, IF ANY.

11.) THE TITLE OPINION FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.

SHEET 1 OF 4

PLAT BOOK _____

PAGE _____

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, THE VILLAGES LAND COMPANY, LLC (THE DEVELOPER) HAS CAUSED TO BE MADE THIS PLAT, VILLAGES OF WEST LAKE UNIT NO. 81, A SUBDIVISION OF LAND HEREIN DESCRIBED AND JOINS WITH VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14 (THE DISTRICT) TO HEREBY DEDICATE THE ROADWAYS SHOWN HEREON TO THE CITY OF LEESBURG AND THE PERPETUAL USE OF THE PUBLIC; AND DEDICATES TRACTS "A", "B", "C", "D", "E", "F" AND "G" TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14.

WITNESSES: THE VILLAGES LAND COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
BY: TVL COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

(1) SIGNATURE _____

PRINT NAME _____

(2) SIGNATURE _____

PRINT NAME _____

BY: MARTIN L. DZURO,
MANAGER

WITNESSES: VILLAGE COMMUNITY DEVELOPMENT
DISTRICT NO. 14

(1) SIGNATURE _____

PRINT NAME _____

BY: C. DALE BORROWMAN,
CHAIR

(2) SIGNATURE _____

PRINT NAME _____

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA

PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

SEAL

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY C. DALE BORROWMAN, THE CHAIR OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14, ON BEHALF OF THE DISTRICT, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA

PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

SEAL

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A REGISTERED SURVEYOR AND MAPPER, FULLY LICENSED TO PRACTICE IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER HER SUPERVISION, AND THAT THIS PLAT COMPLIES WITH ALL OF THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES.

_____, DATE: _____
KAYE M. JAMESON, P.S.M. – REGISTRATION NUMBER 5912
CLYMER FARNER BARLEY SURVEYING, LLC. – LICENSED BUSINESS NO. 8498
4450 N.E. 83RD ROAD
WILDWOOD, FLORIDA 34785

SEAL

STATEMENT OF REVIEWER

"PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES, AND FIND THAT SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER; PROVIDED HOWEVER, THAT MY REVIEW DOES NOT INCLUDE FIELD VERIFICATION OF ANY OF THE COORDINATES, POINTS OR MEASUREMENTS SHOWN ON THIS PLAT."

_____, DATE: _____
SIGNATURE _____

_____, REGISTRATION NUMBER _____
PRINT NAME
WADE SURVEYING, INC. FOR CITY OF LEESBURG, FLORIDA

SEAL

VILLAGES OF WEST LAKE UNIT NO. 81 CONVEYANCE AND GRANT OF EASEMENTS TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14

ALL RIGHT, TITLE AND INTEREST OF THE VILLAGES LAND COMPANY, LLC, (THE DEVELOPER) IN TRACTS "A", "B", "C", "D", "E", "F" AND "G" AND THE ROADWAYS SHOWN ON THIS PLAT OF VILLAGES OF WEST LAKE UNIT NO. 81 IS HEREBY SOLD, CONVEYED AND SET OVER TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14 (THE DISTRICT); (1) RESERVING UNTO THE DEVELOPER AND ITS ASSIGNS, AND EACH OF THEIR SUCCESSORS, TENANTS, INVITEES, AND GUESTS PERPETUAL EASEMENTS FOR INGRESS AND EGRESS AND THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF UNDERGROUND ELECTRIC, TELEPHONE, CABLE, GAS AND OTHER UTILITIES, IRRIGATION FACILITIES, POTABLE WATER, SANITARY SEWER AND STORM WATER FACILITIES, LANDSCAPED AREAS, FENCES, WALLS, ENTRY FACILITIES, INCLUDING ELECTRONIC CARD READING EQUIPMENT, GOLF CART AND PEDESTRIAN PATHS, SIGNAGE, ENJOYMENT IMPROVEMENTS AND GOLF CART AND PEDESTRIAN BRIDGES; AND (2) SUBJECT TO THE RESTRICTION THAT ALL ADDITIONS OF, REMOVAL OF, AND CHANGES TO IMPROVEMENTS LOCATED ON SUCH TRACTS AND ROADWAYS (INCLUDING, WITHOUT LIMITATION, ALL THOSE IMPROVEMENTS DESCRIBED ABOVE), MUST FIRST BE APPROVED IN ADVANCE BY THE DEVELOPER.

THE DEVELOPER ALSO GRANTS TO THE DISTRICT NON-EXCLUSIVE, PERPETUAL EASEMENTS OVER, ACROSS AND UPON ANY SPECIAL EASEMENTS SHOWN HEREON FOR THE PURPOSE OF MAINTAINING DRAINAGE FACILITIES LOCATED THEREON.

THE DISTRICT, BY EXECUTING THE DEDICATION CONTAINED ON THIS PLAT, ACCEPTS THIS CONVEYANCE AND AGREES TO MAINTAIN THE TRACTS LISTED ABOVE, INCLUDING ALL IMPROVEMENTS CONSTRUCTED THEREON AND DRAINAGE FACILITIES LOCATED WITHIN ANY SPECIAL EASEMENTS PERPETUALLY, AND MAINTAIN THE ROADWAYS AND DRAINAGE FEATURES LYING WITHIN SUCH ROADWAYS FOR TWO YEARS AFTER THE CITY ENGINEER HAS CERTIFIED THE CONSTRUCTION HAS BEEN COMPLETED.

WITNESSES AS TO ALL

THE VILLAGES LAND COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
BY: TVL COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

SIGNATURE _____

PRINT NAME _____

SIGNATURE _____

PRINT NAME _____

BY: MARTIN L. DZURO, MANAGER

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA

PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

SEAL

CERTIFICATE OF APPROVAL OF MUNICIPALITY

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE CITY COMMISSION OF THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA, AND APPROVED BY THE SAID CITY COMMISSION FOR RECORD OF SAID CITY ON THE _____ DAY OF _____, 20____, PROVIDED THAT THIS PLAT IS RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LAKE COUNTY, FLORIDA, WITHIN (90) DAYS UNLESS AN EXTENSION IS GRANTED FROM THE DATE OF APPROVAL BY SAID COMMISSION.

ATTEST: CITY CLERK

MAYOR/COMMISSIONER

SIGNATURE _____

SIGNATURE _____

PRINT NAME _____

PRINT NAME _____

PREPARED BY:

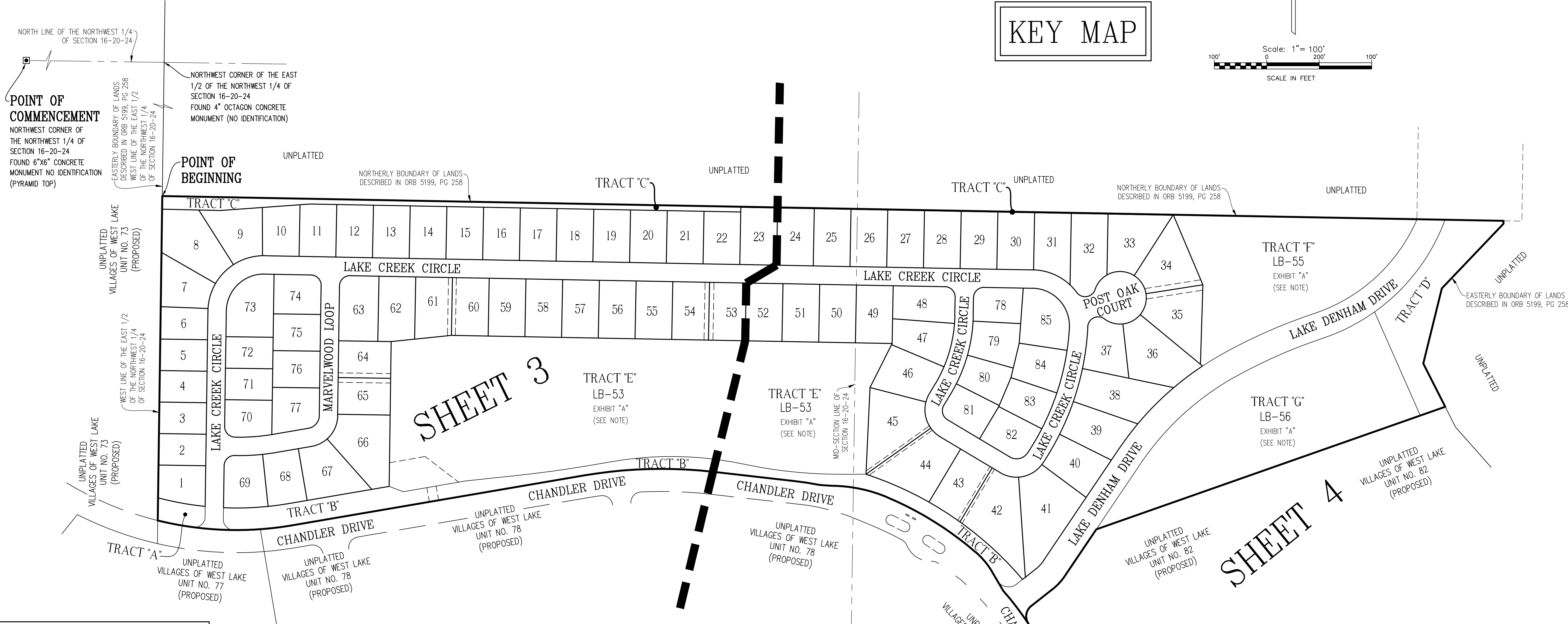
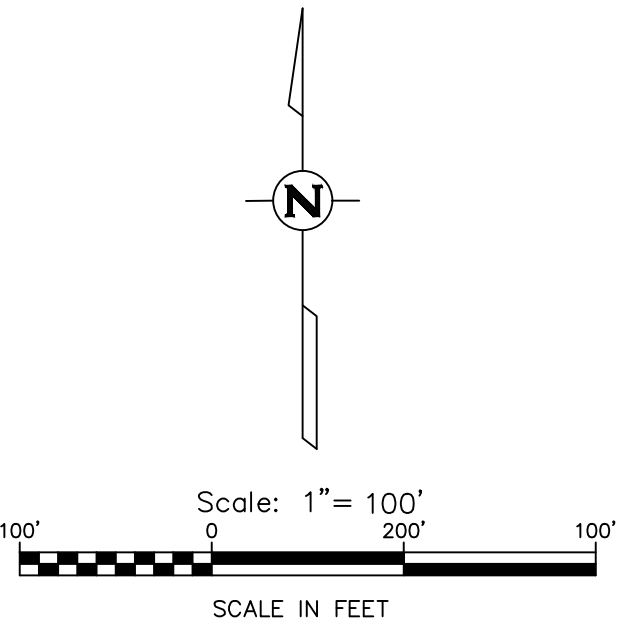


CFB | CLYMER
FARNER
BARLEY
SURVEYING
4450 NE 83RD ROAD • WILDWOOD, FL 34785
(352) 748-3126 LBS408

VILLAGES OF WEST LAKE
UNIT NO. 81

SECTION 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

KEY MAP



LEGEND

- INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709 & LB #8498), UNLESS OTHERWISE NOTED.
- ▣ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4709 & LB #8498)
- INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4709 & LB #8498 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES. (SEE NOTE #6.)
- C9 INDICATES CURVE NUMBER IN CURVE TABLE
- L9 INDICATES LINE NUMBER IN LINE TABLE
- Δ INDICATES CENTERLINE
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CB INDICATES CHORD BEARING
- CH INDICATES CHORD DISTANCE
- L INDICATES ARC LENGTH
- LB INDICATES LICENSED BUSINESS
- NO. INDICATES NUMBER
- ORB INDICATES OFFICIAL RECORDS BOOK
- PC INDICATES POINT OF CURVATURE
- POC INDICATES POINT ON CURVE
- PCC INDICATES POINT OF COMPOUND CURVATURE
- PRC INDICATES POINT OF REVERSE CURVATURE
- PT INDICATES POINT OF TANGENCY
- R INDICATES RADIUS LENGTH
- (R) INDICATES RADIAL LINE
- DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
- GFE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS; DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
- PB INDICATES PLAT BOOK
- PG INDICATES PAGE
- PGS INDICATES PAGES
- SO FT INDICATES SQUARE FEET
- R/W INDICATES RIGHT-OF-WAY

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	3,723	0.09
B	43,863	1.01
C	14,874	0.34
D	28,945	0.66
E	230,330	5.29
F	75,804	1.74
G	98,904	2.27

NOTE

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 6016, PAGES 35-53. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

PREPARED BY:

SHEET 3 OF 4 | PLAT BOOK _____
PAGE _____

LINE TABLE		
LINE	LENGTH	BEARING
L6	2.81'	S0°48'18"W
L7	2.97'	N89°11'42"W
L8	2.97'	N89°11'42"W
L9	18.18'	S88°56'31"E
L13	40.47'	N89°11'42"W
L14	67.99'	S80°18'00"W
L17	27.58'	S10°05'05"E
L18	27.58'	S10°05'05"E
L19	20.05'	S0°48'18"W
L20	22.23'	S0°48'18"W
L21	18.00'	N79°54'55"E

Scale: 1" = 60'

SCALE IN FEET

NOTE: EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 6016, PAGES 35-53. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	3,723	0.09
B	43,863	1.01
C	14,874	0.34
D	28,945	0.66
E	230,330	5.29
F	75,804	1.74
G	98,904	2.27

PREPARED BY: CFB

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EFFLUENT)

PREPARED BY:

 **CFB** | **CLYMER
FARNER
BARLEY**

SURVEYING

4450 NE 83RD ROAD - WILDOOD, FL 34787
(352) 748-3126 LB8498

VILLAGES OF WEST LAKE UNIT NO. 81

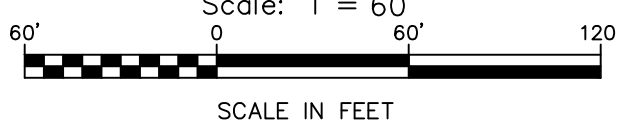
SECTION 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SHEET 4 OF 4 PLAT BOOK

PAGE

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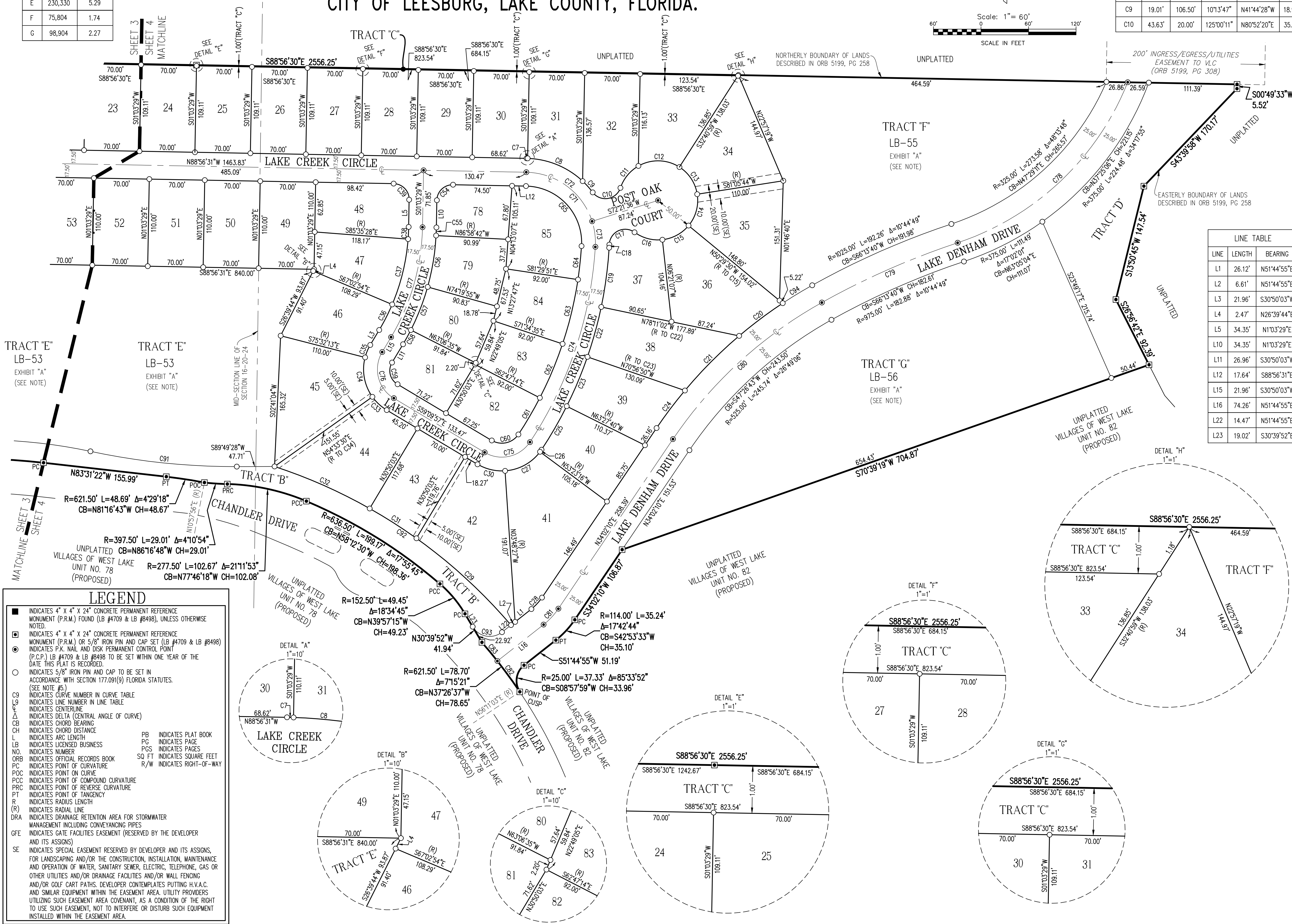
NOTE
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PAGES 35-53. (STORMWATER RUNOFF, RETENTION & TREATED
EFFLUENT)



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C7	1.38'	106.50'	0°44'34"	N88°34'14"W	1.38'
C8	76.85'	106.50'	41°20'34"	N67°31'39"W	75.19'
C9	19.01'	106.50'	10°13'47"	N41°44'28"W	18.99'
C10	43.63'	20.00'	125°00'11"	N80°52'20"E	35.48'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C11	36.60'	50.00'	41°56'43"	S39°20'36"W	35.79'
C12	54.43'	50.00'	62°22'01"	N88°30'02"W	51.78'
C13	42.25'	50.00'	48°24'45"	N33°06'39"W	41.00'
C14	42.25'	50.00'	48°24'45"	N15°18'07"E	41.00'
C15	38.52'	50.00'	44°08'24"	N61°34'41"E	37.57'
C16	37.26'	50.00'	42°42'04"	S75°00'05"E	36.41'
C17	43.63'	20.00'	125°00'11"	S63°50'51"W	35.48'
C18	3.91'	106.50'	2°06'11"	N02°23'51"E	3.91'
C19	75.57'	517.50'	8°22'01"	N07°37'57"E	75.50'
C20	68.78'	575.00'	6°51'12"	S53°05'22"W	68.74'
C21	97.38'	575.00'	9°42'12"	S44°48'40"W	97.26'
C22	65.36'	517.50'	7°14'12"	N15°26'04"E	65.32'
C23	67.61'	517.50'	7°29'09"	N22°47'45"E	67.57'
C24	59.44'	575.00'	5°55'24"	S36°59'52"W	59.42'
C25	63.64'	517.50'	7°02'46"	N30°03'43"E	63.60'
C26	3.17'	60.00'	3°01'39"	N35°05'55"E	3.17'
C27	51.92'	60.00'	49°34'49"	N61°24'09"E	50.32'
C28	19.78'	64.00'	17°42'44"	N42°53'33"E	19.71'
C29	162.43'	663.50'	14°01'34"	N47°25'26"W	162.02'
C30	36.28'	60.00'	34°38'30"	S76°29'12"E	35.73'
C31	70.06'	663.50'	6°03'01"	N57°27'44"W	70.03'
C32	131.51'	663.50'	11°21'24"	N66°09'56"W	131.30'
C33	24.84'	60.00'	23°43'27"	S47°18'13"E	24.67'
C34	52.26'	60.00'	49°54'17"	S10°29'21"E	50.62'
C35	17.14'	60.00'	16°22'16"	S22°38'55"W	17.09'
C36	36.25'	263.50'	7°52'57"	N26°53'34"E	36.22'
C37	85.28'	263.50'	18°32'33"	N13°40'49"E	84.90'
C38	15.41'	263.50'	3°21'03"	N02°44'01"E	15.41'
C39	31.42'	20.00'	90°00'01"	N43°56'31"W	28.28'
C40	31.42'	20.00'	90°00'00"	S46°03'29"W	28.28'
C41	10.23'	298.50'	1°57'49"	N02°02'24"E	10.23'
C42	65.88'	298.50'	12°38'46"	N09°20'41"E	65.75'
C43	58.47'	298.50'	11°13'20"	N21°16'45"E	58.37'
C44	20.55'	298.50'	3°56'38"	N28°51'44"E	20.54'
C45	31.42'	20.00'	90°00'00"	S14°09'57"E	28.28'
C46	38.07'	25.00'	87°14'57"	N77°12'34"E	34.50'
C47	53.66'	482.50'	6°22'20"	N30°23'56"E	53.63'
C48	74.02'	482.50'	8°47'21"	N22°49'05"E	73.94'
C49	83.55'	482.50'	9°55'16"	N13°27'47"E	83.44'
C50	42.56'	482.50'	5°03'12"	N05°58'33"E	42.54'
C51	115.30'	71.50'	92°23'28"	N42°44'47"W	103.20'
C52	143.51'	89.00'	92°23'28"	N42°44'47"W	128.46'
C53	110.76'	89.00'	71°18'07"	N53°17'28"W	103.75'
C54	32.76'	89.00'	21°05'21"	N07°05'44"W	32.57'
C55	262.98'	500.00'	30°08'09"	N18°31'01"E	259.96'
C56	64.72'	42.50'	87°14'57"	N77°12'34"E	58.64'
C57	66.76'	42.50'	90°00'00"	S14°09'57"E	60.10'
C58	146.03'	281.00'	29°46'34"	N15°56'46"E	144.40'
C59	304.82'	350.00'	49°54'00"	N46°39'05"E	295.28'
C60	187.57'	1000.00'	10°44'49"	S66°13'40"W	187.29'
C61	257.44'	550.00'	26°49'05"	S47°26'43"W	255.09'
C62	27.51'	89.00'	17°42'44"	N42°53'33"E	27.40'
C63	48.11'	621.50'	4°26'08"	N36°02'01"W	48.10'
C64	30.59'	621.50'	2°49'12"	N39°39'42"W	30.59'
C65	186.01'	871.00'	12°14'10"	S84°03'27"E	185.66'
C66	364.00'	663.50'	31°25'58"	N56°07'38"W	359.45'
C67	42.58'	25.00'	97°35'13"	S79°27'29"E	37.62'
C68	43.54'	575.00'	4°20'17"	S58°41'07"W	43.53'

LINE TABLE		
LINE	LENGTH	BEARING
L1	26.12'	N51°44'55"E
L2	6.61'	N51°44'55"E
L3	21.96'	S30°50'03"W
L4	2.47'	N26°39'44"E
L5	34.35'	N1°03'29"E
L10	34.35'	N1°03'29"E
L11	26.96'	S30°50'03"W
L12	17.64'	S88°56'31"E
L15	21.96'	S30°50'03"W
L16	74.26'	N51°44'55"E
L22	14.47'	N51°44'55"E
L23	19.02'	S30°39'52"E



LEGEND

■ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709 & LB #4986), UNLESS OTHERWISE NOTED.

□ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4709 & LB #4986) INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4709 & LB #4986 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.

○ INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.09(9) FLORIDA STATUTES. (SEE NOTE #5.)

○ INDICATES CURVE NUMBER IN CURVE TABLE

○ INDICATES LINE NUMBER IN LINE TABLE

○ INDICATES CENTERLINE

○ INDICATES DELTA (CENTRAL ANGLE OF CURVE)

○ INDICATES CHORD BEARING

○ INDICATES CHORD DISTANCE

○ INDICATES ARC LENGTH

○ INDICATES LICENSED BUSINESS

○ INDICATES NUMBER

○ INDICATES OFFICIAL RECORDS BOOK

○ INDICATES POINT OF CURVATURE

○ INDICATES POINT ON CURVE

○ INDICATES POINT OF COMPOUND CURVATURE

○ INDICATES POINT OF REVERSE CURVATURE

○ INDICATES POINT OF TANGENCY

○ INDICATES RADIUS LENGTH

○ INDICATES RADIAL LINE

○ INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES

○ INDICATES DATE, FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)

○ INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.

PB INDICATES PLAT BOOK

PG INDICATES PAGE

PSG INDICATES PAGES

SO FT INDICATES SQUARE FEET

R/W INDICATES RIGHT-OF-WAY

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: May 22, 2023

From: Dan Miller, (Planning and Zoning Director), Christine Rock, (Senior Planner)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 82, a subdivision of the City of Leesburg, Florida, being a portion of Section 16, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 82)

Staff Recommendation:

Staff recommends approval of the plat for Villages of West Lake Unit No. 82 Subdivision.

Analysis:

The property is generally located north of County Road 470 and east of the Florida Turnpike. The proposal is for approval of a plat consisting of 58 single-family residential lots. The review process for zoning, site plan and construction plans has been completed. Approval of this plat will complete the project review process and allow for the applicant(s) to apply for building permits, construct, and sell homes within this new subdivision.

Procurement Analysis:

N/A

Options:

1. Approve the request for a plat of the new Villages of West Lake Unit No. 82 subdivision; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

No direct fiscal impact will result from this action. However, a future positive fiscal impact will result from the completion of the homes to be constructed in this project, in the form of ad valorem taxes, impact fees and utility fees.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING AND APPROVING A PLAT FOR VILLAGES OF WEST LAKE UNIT NO. 82, A SUBDIVISION OF THE CITY OF LEESBURG, FLORIDA, BEING A PORTION OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND ACCEPTING AND DEDICATING TO THE USE OF THE PUBLIC ANY EASEMENTS OR PUBLIC PLACES SHOWN THEREON AS BEING DEDICATED TO THE PUBLIC; AND PROVIDING AN EFFECTIVE DATE. (VILLAGES OF WEST LAKE UNIT NO. 82)

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

THAT the plat of the following described lands, which is named Villages of West Lake Unit No. 82 is hereby approved and accepted by the City of Leesburg, Florida; being

A PARCEL OF LAND LYING WITHIN THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE ALONG THE NORTH LINE THEREOF RUN S89°11'07"E, 2650.14 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE ALONG THE NORTH LINE THEREOF RUN S89°02'16"E, 1232.83 FEET; THENCE DEPARTING SAID NORTH LINE RUN S00°57'44"W, 607.61 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5199, PAGE 258, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THE FOLLOWING SEVEN (7) COURSES BEING ALONG SAID EASTERLY BOUNDARY LINE: RUN S00°49'33"W, 5.52 FEET; THENCE S43°39'58"W, 170.17 FEET; THENCE S13°50'45"W, 147.54 FEET; THENCE S26°56'42"E, 92.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S26°56'42"E, 43.51 FEET; THENCE S41°29'44"E, 127.17 FEET; THENCE S00°49'33"W, 378.28 FEET; THENCE DEPARTING SAID EASTERLY BOUNDARY LINE RUN S70°39'19"W, 605.79 FEET; THENCE S19°20'41"E, 15.91 FEET; THENCE S70°39'19"W, 35.13 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING AND DISTANCE OF N67°12'52"W, 33.54 FEET TO WHICH A RADIAL LINE BEARS N64°54'58"E; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 84°15'39", AN ARC DISTANCE OF 36.77 FEET TO THE POINT OF TANGENCY; THENCE S70°39'19"W, 61.70 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 497.50 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°37'05", AN ARC DISTANCE OF 100.88 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54°44'08", AN ARC DISTANCE OF 19.11 FEET TO A POINT OF CUSP OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 621.50 FEET AND A CHORD BEARING AND DISTANCE OF N14°45'26"W, 405.89 FEET TO WHICH A RADIAL LINE BEARS S85°41'54"E; THENCE

NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 38°07'03", AN ARC DISTANCE OF 413.47 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 85°33'52", AN ARC DISTANCE OF 37.33 FEET TO THE POINT OF TANGENCY; THENCE N51°44'55"E, 51.19 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 114.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°42'44", AN ARC DISTANCE OF 35.24 FEET TO THE POINT OF TANGENCY; THENCE N34°02'10"E, 106.87 FEET; THENCE N70°39'19"E, 704.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.16 ACRES, MORE OR LESS.

(See Exhibit A, Villages of West Lake Unit No. 82 Plat attached)

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 22nd day of May 2023.

Mayor

ATTEST:

City Clerk

VILLAGES OF WEST LAKE UNIT NO. 82

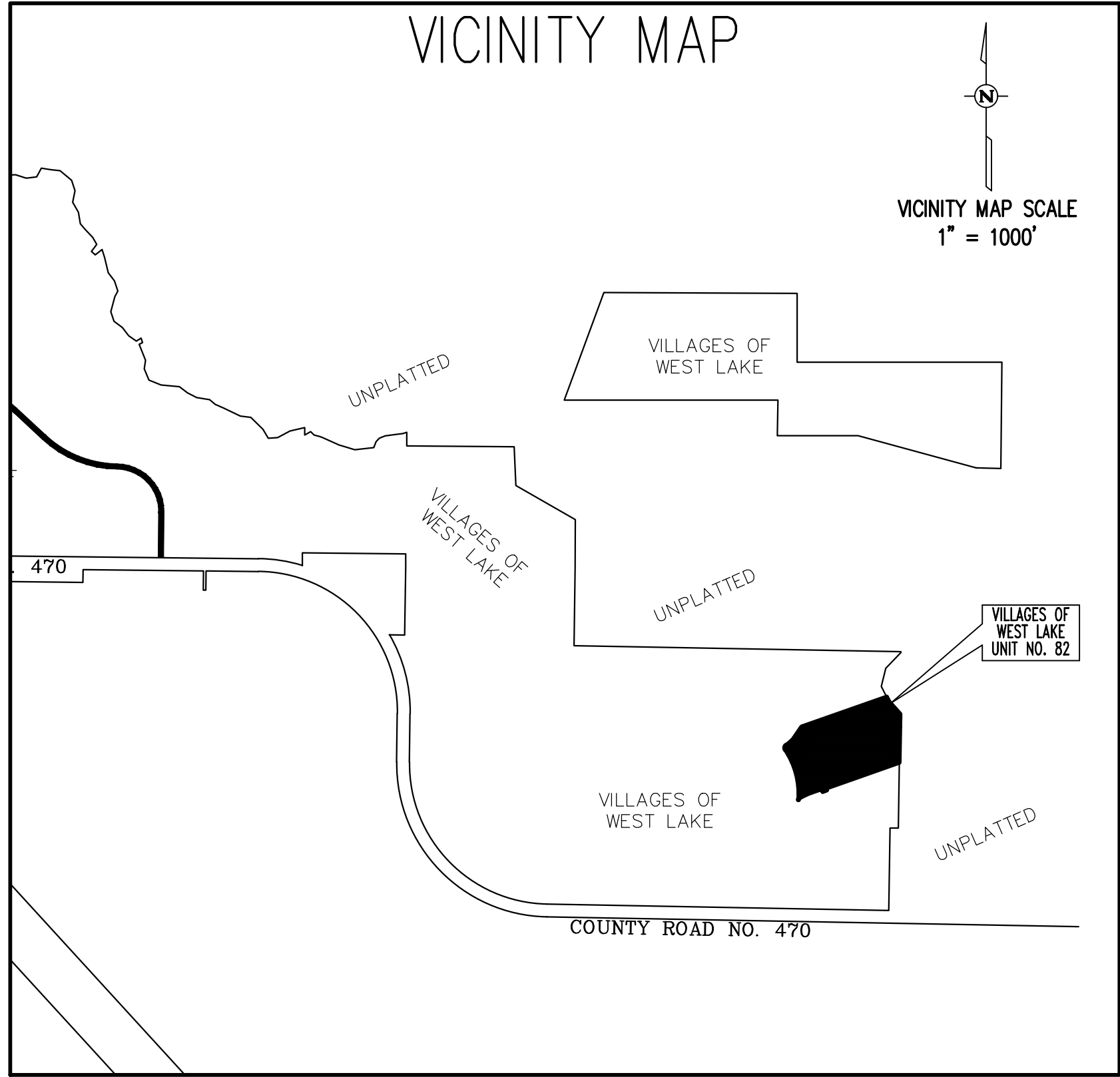
SECTION 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE ALONG THE NORTH LINE THEREOF RUN S89°11'07"E, 2650.14 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE ALONG THE NORTH LINE THEREOF RUN S89°02'16"E, 1232.83 FEET; THENCE DEPARTING SAID NORTH LINE RUN S00°57'44"W, 607.61 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5199, PAGE 258, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THE FOLLOWING SEVEN (7) COURSES BEING ALONG SAID EASTERLY BOUNDARY LINE: RUN S00°49'33"W, 5.52 FEET; THENCE S43°39'58"W, 170.17 FEET; THENCE S13°50'45"W, 147.54 FEET; THENCE S26°56'42"E, 92.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S26°56'42"E, 43.51 FEET; THENCE S41°29'44"E, 127.17 FEET; THENCE S00°49'33"W, 378.28 FEET; THENCE DEPARTING SAID EASTERLY BOUNDARY LINE RUN S70°39'19"W, 605.79 FEET; THENCE S19°20'41"E, 15.91 FEET; THENCE S70°39'19"W, 35.13 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING AND DISTANCE OF N67°12'52"W, 33.54 FEET TO WHICH A RADIAL LINE BEARS N64°54'58"E, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 84°15'39", AN ARC DISTANCE OF 36.77 FEET TO THE POINT OF TANGENCY; THENCE S70°39'19"W, 61.70 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 497.50 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°37'05", AN ARC DISTANCE OF 100.88 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54°44'08", AN ARC DISTANCE OF 19.11 FEET TO A POINT OF CUSP OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 621.50 FEET AND A CHORD BEARING AND DISTANCE OF N14°45'26"W, 405.89 FEET TO WHICH A RADIAL LINE BEARS S85°41'54"E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 38°07'03", AN ARC DISTANCE OF 413.47 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 85°33'52", AN ARC DISTANCE OF 37.33 FEET TO THE POINT OF TANGENCY; THENCE N51°44'55"E, 51.19 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 114.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°42'44", AN ARC DISTANCE OF 35.24 FEET TO THE POINT OF TANGENCY; THENCE N34°02'10"E, 106.87 FEET; THENCE N70°39'19"E, 704.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.16 ACRES, MORE OR LESS.



58 LOTS – 8 TRACTS

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL, IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT AS DERIVED FROM THE L-NET NETWORK (TOPNET GNSS NETWORK). AS A REFERENCE, THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, HAS A BEARING OF SOUTH 89°11'07" EAST.

2.) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

3.) ALL DISTANCES SHOWN ARE IN FEET.

4.) WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (R). ALL OTHER LINES ARE NON-RADIAL.

5.) LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF ANY LOT OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY.

6.) PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT WAS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR SURETY.

7.) ALL PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

8.) TRACTS "A", "B", "C" AND "D" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER.

9.) TRACTS "E", "F", "G" AND "H" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER. NO INGRESS OR EGRESS IS PERMITTED WITHOUT THE DEVELOPER'S CONSENT.

10.) THE DISTRICT FINDS IT IN THE PUBLIC INTEREST, AND HEREBY AGREES TO PROVIDE THE FOLLOWING SERVICES: (A) MAINTENANCE AND REPAIR OF AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC; (B) PAY FOR THE COST OF WATER AND SEWER PROVIDED BY WILWOOD UTILITY DEPENDENT DISTRICT, OR ITS ASSIGNS, TOGETHER WITH THE COST OF GARBAGE, ELECTRICAL, LIGHTING, TELEPHONE, GAS AND OTHER NECESSARY UTILITY SERVICE FOR AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, SUBDIVISION, OR THE PUBLIC; (C) MAINTENANCE AND REPAIR OF THE STORM WATER RUNOFF DRAINAGE SYSTEM INCLUDING DRAINAGE EASEMENTS AND DRAIN PIPES NOT MAINTAINED BY SOUTHEAST WILWOOD WATER CONSERVATION AUTHORITY, LLC, OR ITS ASSIGNS, OR THE CITY OF LEESBURG; (D) MAINTENANCE AND REPAIR OF THE LANDSCAPING AND IRRIGATION ON ISLANDS AND CUL-DE-SACS LOCATED WITHIN THE ROADWAYS, IF ANY; (E) MAINTENANCE AND REPAIR TO THE TOP AND EXTERIOR OF THE WALLS AND/OR FENCES LOCATED ON OR ADJACENT TO: (I) THE NORTHWESTERN BOUNDARY OF HOMESITES 7 AND 8; AND (II) TRACTS A, B, AND E OF THE SUBDIVISION; AND (F) MAINTENANCE AND REPAIR, INCLUDING STRUCTURAL REPAIR, TO THE WALLS AND/OR FENCES LOCATED ON OR ADJACENT TO TRACTS F, G, AND H OF THE SUBDIVISION.

11.) THE TITLE OPINION FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.

SHEET 1 OF 2

PLAT BOOK _____

PAGE _____

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, THE VILLAGES LAND COMPANY, LLC (THE DEVELOPER) HAS CAUSED TO BE MADE THIS PLAT, VILLAGES OF WEST LAKE UNIT NO. 82, A SUBDIVISION OF LAND HEREIN DESCRIBED AND JOINS WITH VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14 (THE DISTRICT) TO HEREBY DEDICATE THE ROADWAYS SHOWN HEREON TO THE CITY OF LEESBURG AND THE PERPETUAL USE OF THE PUBLIC; AND DEDICATES TRACTS "A", "B", "C", "D", "E", "F", "G" AND "H" TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14.

WITNESSES: THE VILLAGES LAND COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
BY: TVL COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

(1) _____
SIGNATURE
PRINT NAME
(2) _____
SIGNATURE
PRINT NAME
BY: _____
MARTIN L. DZURO,
MANAGER

WITNESSES: VILLAGE COMMUNITY DEVELOPMENT
DISTRICT NO. 14

(1) _____
SIGNATURE
PRINT NAME
(2) _____
SIGNATURE
PRINT NAME
BY: _____
C. DALE BORROWMAN,
CHAIR

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY MARTIN L. DZURO, AS MANAGER OF _____ AND ON BEHALF OF TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____
SEAL

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY C. DALE BORROWMAN, THE CHAIR OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14, ON BEHALF OF THE DISTRICT, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____
SEAL

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A REGISTERED SURVEYOR AND MAPPER, FULLY LICENSED TO PRACTICE IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER HER SUPERVISION, AND THAT THIS PLAT COMPLIES WITH ALL OF THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES.

_____, DATE: _____
KAYE M. JAMESON, P.S.M. – REGISTRATION NUMBER 5912
CLYMER FARNER BARLEY SURVEY, LLC. – LICENSED BUSINESS NO. 8498
4450 N.E. 83RD ROAD
WILWOOD, FLORIDA 34785

SEAL

STATEMENT OF REVIEWER

"PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES, AND FIND THAT SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER; PROVIDED HOWEVER, THAT MY REVIEW DOES NOT INCLUDE FIELD VERIFICATION OF ANY OF THE COORDINATES, POINTS OR MEASUREMENTS SHOWN ON THIS PLAT."

_____, DATE: _____
SIGNATURE
_____, REGISTRATION NUMBER _____
PRINT NAME
WADE SURVEYING, INC. FOR CITY OF LEESBURG, FLORIDA
SEAL

PREPARED BY:



CFB
CLYMER
FARNER
BARLEY

SURVEYING
4450 NE 83RD ROAD • WILWOOD, FL 34785
(352) 748-3126 LBS498

VILLAGES OF WEST LAKE UNIT NO. 82

SECTION 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

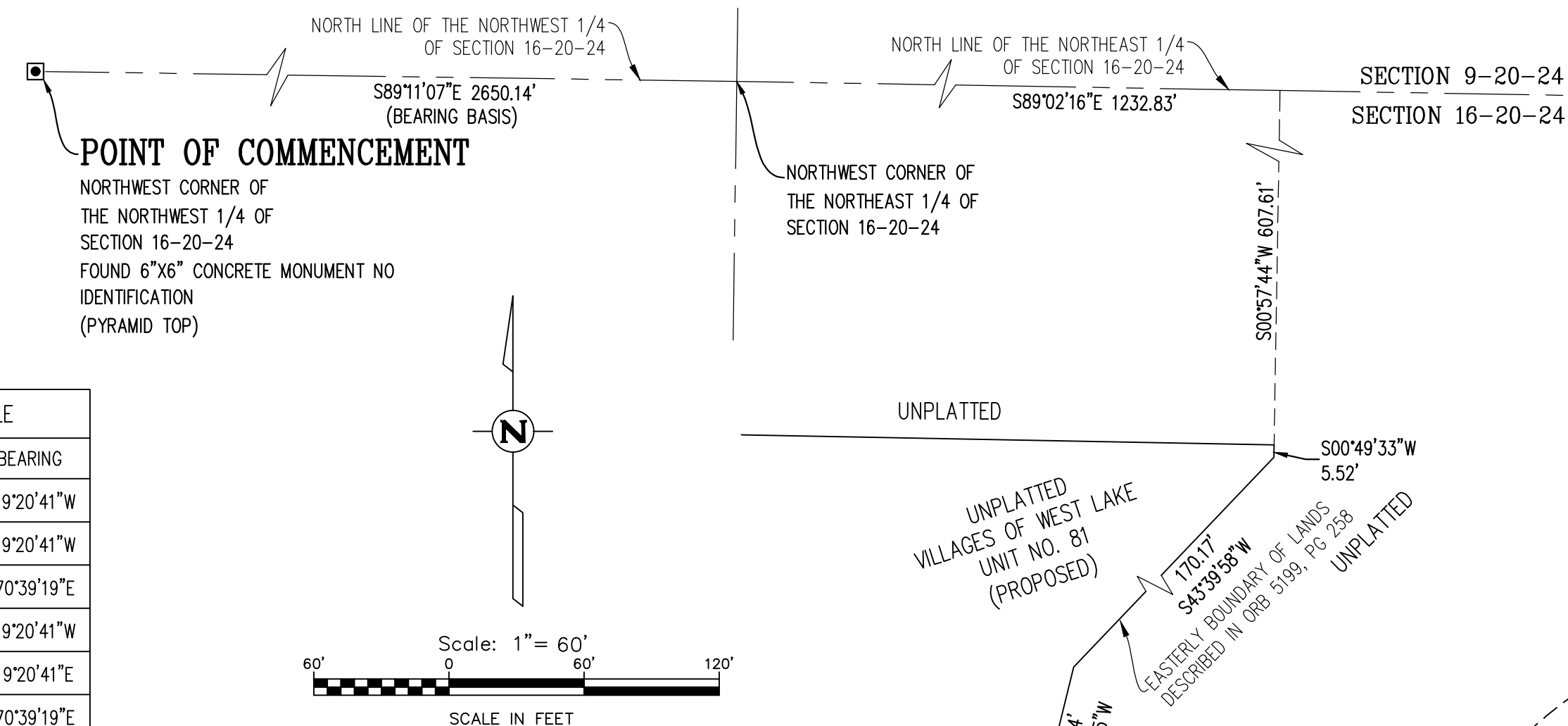
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C1	36.48'	663.50'	3709°00"	N10°46'13"W	36.47'
C2	40.18'	663.50'	3728°10"	N14°04'48"W	40.17'
C3	40.03'	663.50'	3727°23"	N17°32'34"W	40.02'
C4	47.38'	663.50'	4705°29"	N21°19'00"W	47.37'
C5	58.01'	770.50'	4718°49"	N21°30'06"W	57.99'
C6	45.76'	770.50'	3724°11"	N25°21'35"W	45.76'
C7	39.41'	663.50'	3724°11"	N25°03'50"W	39.40'
C8	39.29'	663.50'	3723°36"	N28°27'43"W	39.29'
C9	46.98'	770.50'	3729°37"	N28°48'29"W	46.97'
C10	96.69'	770.50'	711°25"	N34°09'00"W	96.63'
C11	68.71'	663.50'	575°01"	N33°07'31"W	68.68'
C12	91.12'	805.50'	6728°53"	N35°19'18"W	91.07'
C13	20.23'	15.00'	7715°52"	S70°42'47"E	18.73'
C14	25.65'	15.00'	97°58'09"	N21°59'03"E	22.64'
C15	18.29'	117.50'	855°01"	N22°29'12"W	18.27'
C16	38.67'	117.50'	18°51'14"	N08°36'04"W	38.49'
C17	28.84'	15.00'	110°10'15"	S54°15'35"E	24.60'
C18	32.67'	25.00'	74°52'23"	S33°13'07"W	30.39'
C19	23.89'	805.50'	1°41'58"	N20°11'40"W	23.89'
C20	39.27'	25.00'	90°00'01"	S64°20'42"E	35.36'
C21	30.47'	25.00'	69°49'46"	N35°44'26"E	28.62'
C22	39.99'	82.50'	27°46'15"	N13°03'35"W	39.60'
C23	35.95'	25.00'	82°23'59"	N68°08'42"W	32.93'
C24	42.47'	25.00'	97°19'32"	S21°59'34"W	37.54'
C25	79.09'	805.50'	5°37'32"	N23°51'26"W	79.06'
C26	60.05'	621.50'	5°32'10"	N01°32'01"E	60.03'
C27	35.67'	621.50'	37°19'19"	N02°52'44"W	35.67'
C28	256.71'	788.00'	18°39'57"	N28°40'39"W	255.58'
C29	149.28'	788.00'	10°51'16"	N24°46'19"W	149.06'
C30	107.43'	788.00'	7°48'41"	N34°06'17"W	107.35'
C31	48.47'	100.00'	27°46'15"	N13°03'35"W	48.00'
C32	39.27'	25.00'	90°00'01"	N25°39'19"E	35.36'
C33	13.73'	17.50'	44°57'09"	S86°52'07"E	13.38'
C34	67.05'	47.50'	80°52'51"	S75°10'02"W	61.62'
C35	14.78'	17.50'	48°23'38"	N58°55'26"E	14.35'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C36	24.18'	15.00'	92°21'22"	S50°42'04"E	21.64'
C37	36.77'	25.00'	84°15'39"	N67°12'52"W	33.54'
C38	100.88'	497.50'	11°37'05"	S64°50'46"W	100.71'
C39	19.11'	20.00'	54°44'08"	S31°40'10"W	18.39'
C40	2.11'	770.50'	0°09'24"	N37°40'00"W	2.11'
C41	2.10'	805.50'	0°08'57"	N38°29'17"W	2.10'
C42	9.94'	6.33'	90°00'00"	N64°20'41"W	8.95'
C43	9.94'	6.33'	90°00'00"	N25°39'19"E	8.95'
C44	9.94'	6.33'	90°00'02"	S64°20'42"E	8.95'
C45	9.94'	6.33'	90°00'01"	S25°39'19"W	8.95'
C46	28.46'	93.67'	17°24'31"	N79°21'34"E	28.35'
C47	9.94'	6.33'	90°00'02"	N64°20'42"W	8.95'
C48	9.94'	6.33'	90°00'02"	N25°39'20"E	8.95'
C49	30.35'	106.33'	16°21'09"	N78°49'53"E	30.24'
C50	16.24'	49.33'	18°52'03"	S83°33'31"E	16.17'
C51	5.49'	4.33'	72°38'49"	S37°48'05"E	5.13'
C52	5.53'	4.33'	73°07'49"	S35°05'14"W	5.16'
C53	14.13'	49.33'	16°24'41"	S79°51'29"W	14.08'
C54	1.25'	6.33'	11°18'29"	N65°00'06"E	1.25'
C55	6.60'	25.00'	15°07'37"	S11°46'53"E	6.58'

LINE TABLE		
LINE	LENGTH	BEARING
L1	0.67'	N70°55'47"E
L2	15.00'	S39°46'23"W
L3	24.09'	S57°31'09"E
L4	0.85'	S19°20'41"E
L5	7.02'	S0°49'33"W
L6	15.00'	S56°51'51"E
L7	9.79'	N26°56'42"W
L8	9.51'	N88°45'55"E
L9	31.34'	N70°39'19"E
L10	60.38'	N70°39'19"E
L11	14.06'	S19°20'41"E
L12	45.57'	N70°39'19"E
L13	10.00'	S70°39'19"W
L14	3.50'	N19°20'41"W
L15	5.00'	N70°39'19"E

LINE TABLE		
LINE	LENGTH	BEARING
L16	3.50'	N19°20'41"W
L17	3.50'	N19°20'41"W
L18	5.00'	N70°39'19"E
L19	3.50'	N19°20'41"W
L20	2.00'	S19°20'41"E
L21	4.33'	N70°39'19"E
L22	1.87'	S19°20'41"E

TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	19,590	0.450
B	829	0.019
C	421	0.010
D	725	0.017
E	27,362	0.628
F	74	0.002
G	71	0.002
H	75	0.002

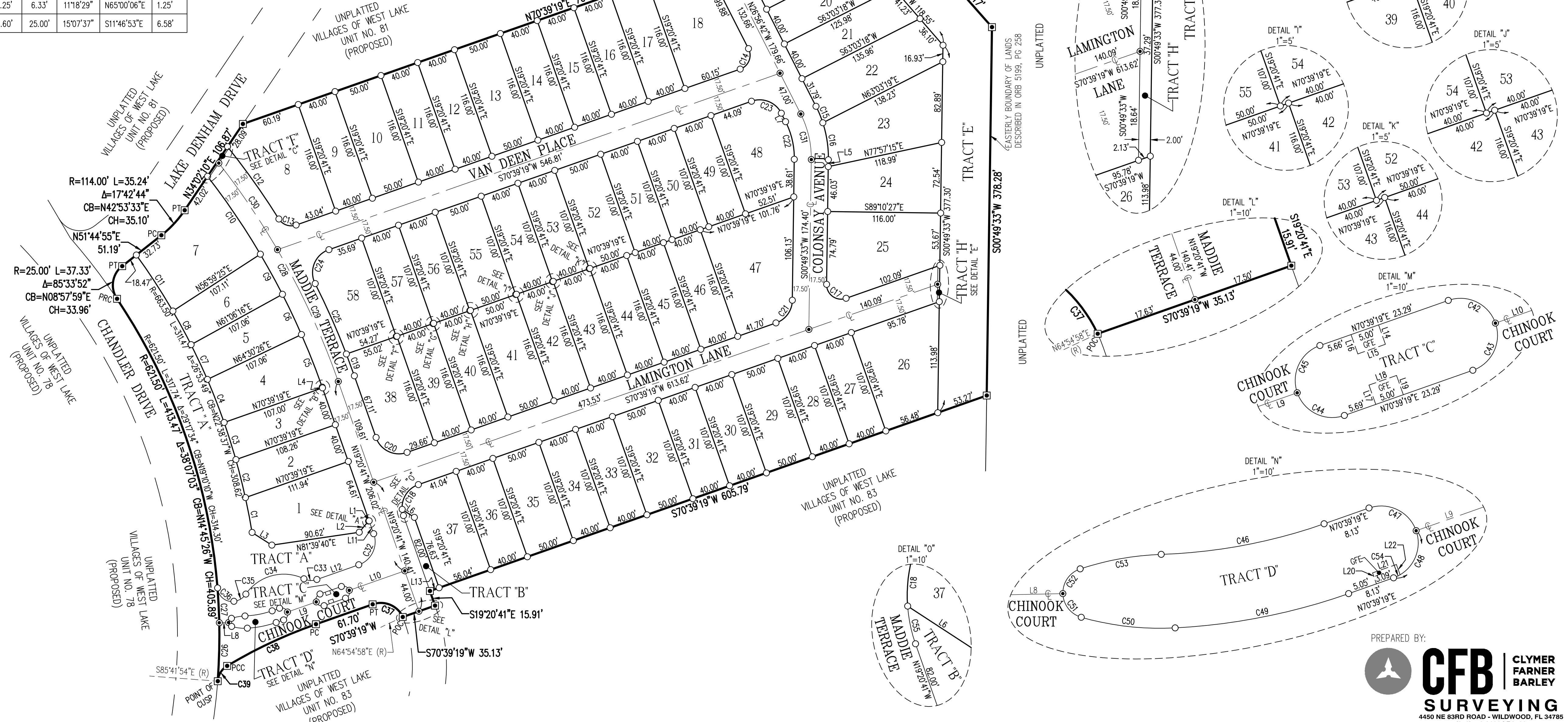


SHEET 2 OF 2

PLAT BOOK

PAGE

LEGEND	
■	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709 & LB #8498), UNLESS OTHERWISE NOTED.
□	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4709 & LB #8498).
●	INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4709 & LB #8498 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
○	INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.09(9) FLORIDA STATUTES. (SEE NOTE #5.)
C9	INDICATES CURVE NUMBER IN CURVE TABLE
L9	INDICATES LINE NUMBER IN LINE TABLE
Δ	INDICATES CENTERLINE
CB	INDICATES DELTA (CENTRAL ANGLE OF CURVE)
CH	INDICATES CHORD DISTANCE
L	INDICATES ARC LENGTH
LB	INDICATES LICENSED BUSINESS
NO.	INDICATES NUMBER
ORB	INDICATES OFFICIAL RECORDS BOOK
PC	INDICATES POINT OF CURVATURE
POC	INDICATES POINT ON CURVE
PCC	INDICATES POINT OF COMPOUND CURVATURE
PRC	INDICATES POINT OF REVERSE CURVATURE
PT	INDICATES POINT OF TANGENCY
R	INDICATES RADIUS LENGTH
(R)	INDICATES RADIAL LINE
DRA	INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
GFE	INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
SE	INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS; DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
PB	INDICATES PLAT BOOK
PG	INDICATES PAGE
PCS	INDICATES PAGES
SO FT	INDICATES SQUARE FEET
R/W	INDICATES RIGHT-OF-WAY



PREPARED BY:

CFB CLYMER
FARNER
BARLEY
SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LBS498

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: May 22, 2023

From: Dan Miller, (Planning and Zoning Director), Christine Rock, (Senior Planner)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 83, a subdivision of the City of Leesburg, Florida, being a portion of Section 16, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 83)

Staff Recommendation:

Staff recommends approval of the plat for Villages of West Lake Unit No. 83 Subdivision.

Analysis:

The property is generally located north of County Road 470 and east of the Florida Turnpike. The proposal is for approval of a plat consisting of 58 single-family residential lots. The review process for zoning, site plan and construction plans has been completed. Approval of this plat will complete the project review process and allow for the applicant(s) to apply for building permits, construct, and sell homes within this new subdivision.

Procurement Analysis:

N/A

Options:

1. Approve the request for a plat of the new Villages of West Lake Unit No. 83 subdivision; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

No direct fiscal impact will result from this action. However, a future positive fiscal impact will result from the completion of the homes to be constructed in this project, in the form of ad valorem taxes, impact fees and utility fees.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING AND APPROVING A PLAT FOR VILLAGES OF WEST LAKE UNIT NO. 83, A SUBDIVISION OF THE CITY OF LEESBURG, FLORIDA, BEING A PORTION OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND ACCEPTING AND DEDICATING TO THE USE OF THE PUBLIC ANY EASEMENTS OR PUBLIC PLACES SHOWN THEREON AS BEING DEDICATED TO THE PUBLIC; AND PROVIDING AN EFFECTIVE DATE. (VILLAGES OF WEST LAKE UNIT NO. 83)

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

THAT the plat of the following described lands, which is named Villages of West Lake Unit No. 83 is hereby approved and accepted by the City of Leesburg, Florida; being

A PARCEL OF LAND LYING WITHIN THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE ALONG THE NORTH LINE THEREOF RUN S89°11'07"E, 2650.14 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE ALONG THE NORTH LINE THEREOF RUN S89°02'16"E, 1232.83 FEET; THENCE DEPARTING SAID NORTH LINE RUN S00°57'44"W, 607.61 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5199, PAGE 258, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THE FOLLOWING NINE (9) COURSES BEING ALONG SAID EASTERLY BOUNDARY LINE: RUN S00°49'33"W, 5.52 FEET; THENCE S43°39'58"W, 170.17 FEET; THENCE S13°50'45"W, 147.54 FEET; THENCE S26°56'42"E, 135.90 FEET; THENCE S41°29'44"E, 127.17 FEET; THENCE S00°49'33"W, 378.28 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°49'33"W, 513.52 FEET; THENCE N88°56'27"W, 65.00 FEET; THENCE S00°49'33"W, 381.39 FEET; THENCE DEPARTING SAID EASTERLY BOUNDARY LINE RUN N89°10'27"W, 673.51 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 913.50 FEET AND A CHORD BEARING AND DISTANCE OF S05°23'11"E, 32.28 FEET TO WHICH A RADIAL LINE BEARS N83°36'04"E; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°01'30", AN ARC DISTANCE OF 32.28 FEET; THENCE ALONG A NON-TANGENT LINE RUN S86°20'53"W, 29.12 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 23.50 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°25'13", AN ARC DISTANCE OF 13.71 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 871.50 FEET AND A CHORD BEARING AND DISTANCE OF N08°37'05"W, 120.18 FEET TO WHICH A RADIAL LINE BEARS N85°20'09"E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°54'27", AN ARC DISTANCE OF 120.28 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 828.50 FEET; THENCE

NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°42'38", AN ARC DISTANCE OF 313.94 FEET TO THE POINT OF TANGENCY; THENCE N09°08'20"E, 140.58 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 621.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°50'14", AN ARC DISTANCE OF 52.47 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54°44'08", AN ARC DISTANCE OF 19.11 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 497.50 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°37'05", AN ARC DISTANCE OF 100.88 FEET TO THE POINT OF TANGENCY; THENCE N70°39'19"E, 61.70 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 84°15'39", AN ARC DISTANCE OF 36.77 FEET; THENCE ALONG A NON-TANGENT LINE RUN N70°39'19"E, 35.13 FEET; THENCE N19°20'41"W, 15.91 FEET; THENCE N70°39'19"E, 605.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 13.26 ACRES, MORE OR LESS.

(See Exhibit A, Villages of West Lake Unit No. 83 Plat attached)

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 22nd day of May 2023.

Mayor

ATTEST:

City Clerk

VILLAGES OF WEST LAKE UNIT NO. 83

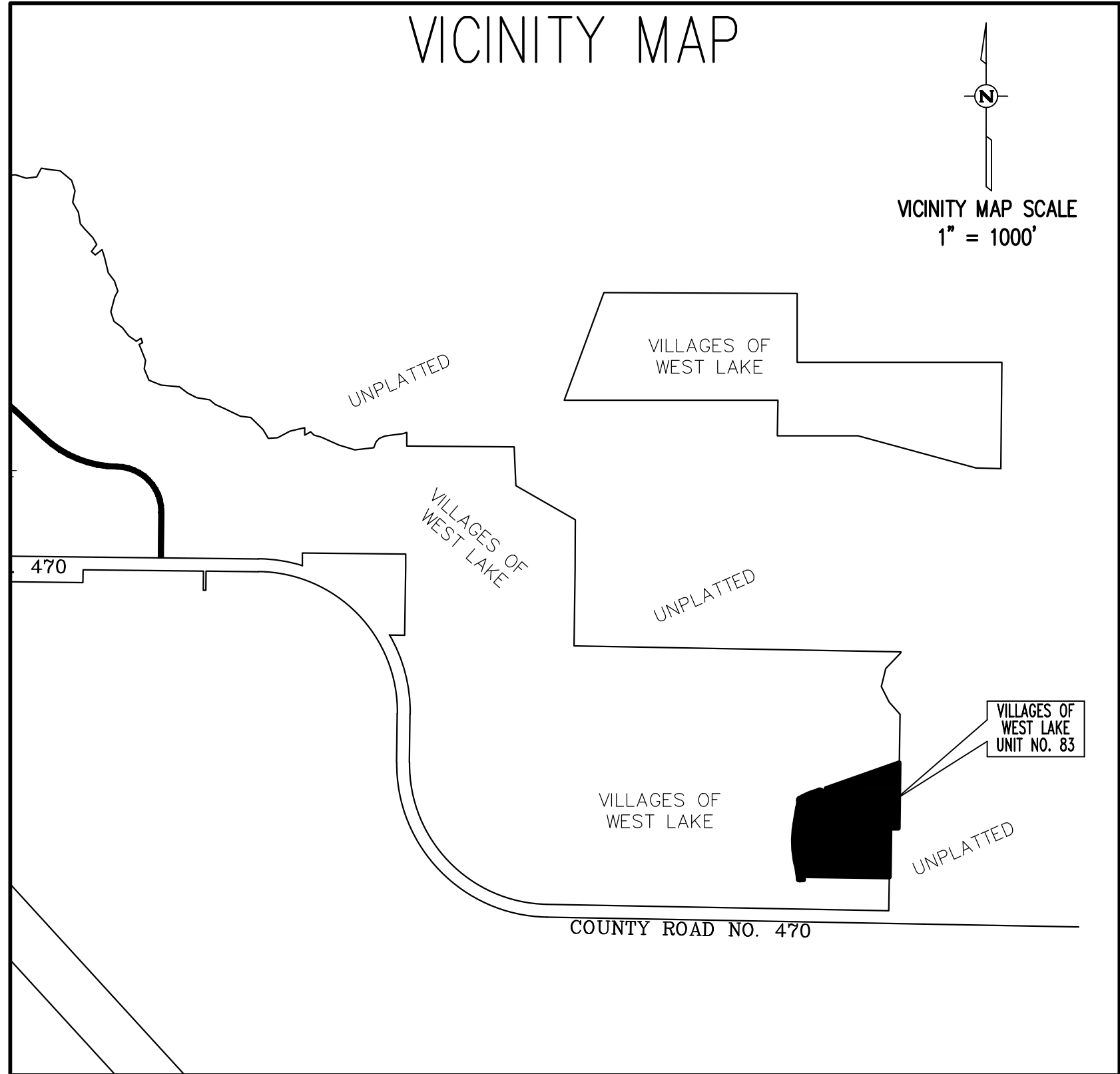
SECTION 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE ALONG THE NORTH LINE THEREOF RUN S89°11'07"E, 2650.14 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE ALONG THE NORTH LINE THEREOF RUN S89°02'16"E, 1232.83 FEET; THENCE DEPARTING SAID NORTH LINE RUN S00°57'44"W, 607.61 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5199, PAGE 258, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THE FOLLOWING NINE (9) COURSES BEING ALONG SAID EASTERLY BOUNDARY LINE: RUN S00°49'33"W, 5.52 FEET; THENCE S43°39'58"W, 170.17 FEET; THENCE S13°50'45"W, 147.54 FEET; THENCE S26°56'42"E, 135.90 FEET; THENCE S41°29'44"E, 127.17 FEET; THENCE S00°49'33"W, 378.28 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°49'33"W, 513.52 FEET; THENCE N88°56'27"W, 65.00 FEET; THENCE S00°49'33"W, 381.39 FEET; THENCE DEPARTING SAID EASTERLY BOUNDARY LINE RUN N89°10'27"W, 673.51 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 913.50 FEET AND A CHORD BEARING AND DISTANCE OF S05°23'11"E, 32.28 FEET TO WHICH A RADIAL LINE BEARS N83°36'04"E; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°01'30", AN ARC DISTANCE OF 32.28 FEET; THENCE ALONG A NON-TANGENT LINE RUN S86°20'53"W, 29.12 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 23.50 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°25'13", AN ARC DISTANCE OF 13.71 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 871.50 FEET AND A CHORD BEARING AND DISTANCE OF N08°37'05"W, 120.18 FEET TO WHICH A RADIAL LINE BEARS N85°20'09"E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°54'27", AN ARC DISTANCE OF 120.28 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 828.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°42'38", AN ARC DISTANCE OF 313.94 FEET TO THE POINT OF TANGENCY; THENCE N09°08'20"E, 140.58 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 621.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°50'14", AN ARC DISTANCE OF 52.47 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54°44'08", AN ARC DISTANCE OF 19.11 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 497.50 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°37'05", AN ARC DISTANCE OF 100.88 FEET TO THE POINT OF TANGENCY; THENCE N70°39'19"E, 61.70 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 84°15'39", AN ARC DISTANCE OF 36.77 FEET; THENCE ALONG A NON-TANGENT LINE RUN N70°39'19"E, 35.13 FEET; THENCE N19°20'41"W, 15.91 FEET; THENCE N70°39'19"E, 605.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 13.26 ACRES, MORE OR LESS.



58 LOTS – 6 TRACTS

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL, IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT AS DERIVED FROM THE L-NET NETWORK (TOPNET ONCS NETWORK). AS A REFERENCE, THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, HAS A BEARING OF SOUTH 89°11'07" EAST.

2.) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

3.) ALL DISTANCES SHOWN ARE IN FEET.

4.) WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (R). ALL OTHER LINES ARE NON-RADIAL.

5.) LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF ANY LOT OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY.

6.) PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT WAS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR SURETY.

7.) ALL PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

8.) TRACTS "A" AND "B" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER.

9.) TRACTS "C", "D", "E" AND "F" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER. NO INGRESS OR EGRESS IS PERMITTED WITHOUT THE DEVELOPER'S CONSENT.

10.) THE DISTRICT FINDS IT IN THE PUBLIC INTEREST, AND HEREBY AGREES TO PROVIDE THE FOLLOWING SERVICES: (A) MAINTENANCE AND REPAIR OF AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC; (B) PAY FOR THE COST OF WATER AND SEWER PROVIDED BY WILDWOOD UTILITY DEPENDENT DISTRICT, OR ITS ASSIGNS, TOGETHER WITH THE COST OF GARBAGE, ELECTRICAL, LIGHTING, TELEPHONE, GAS AND OTHER NECESSARY UTILITY SERVICE FOR AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, SUBDIVISION, OR THE PUBLIC; (C) MAINTENANCE AND REPAIR OF THE STORM WATER RUNOFF DRAINAGE SYSTEM INCLUDING DRAINAGE EASEMENTS AND DRAIN PIPES NOT MAINTAINED BY SOUTHEAST WILDWOOD WATER CONSERVATION AUTHORITY, LLC, OR ITS ASSIGNS, OR THE CITY OF LEESBURG; (D) MAINTENANCE AND REPAIR OF THE LANDSCAPING AND IRRIGATION ON ISLANDS AND CUL-DE-SACS LOCATED WITHIN THE ROADWAYS, IF ANY; (E) MAINTENANCE AND REPAIR TO THE TOP AND EXTERIOR OF THE WALLS AND/OR FENCES LOCATED ON OR ADJACENT TO TRACTS A AND B OF THE SUBDIVISION; AND (F) MAINTENANCE AND REPAIR, INCLUDING STRUCTURAL REPAIR, TO THE WALLS AND/OR FENCES LOCATED ON OR ADJACENT TO TRACTS D, E, AND F OF THE SUBDIVISION.

11.) THE TITLE OPINION FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.

SHEET 1 OF 2

PLAT BOOK _____

PAGE _____

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, THE VILLAGES LAND COMPANY, LLC (THE DEVELOPER) HAS CAUSED TO BE MADE THIS PLAT, VILLAGES OF WEST LAKE UNIT NO. 83, A SUBDIVISION OF LAND HEREIN DESCRIBED AND JOINS WITH VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14 (THE DISTRICT) TO HEREBY DEDICATE THE ROADWAYS SHOWN HEREON TO THE CITY OF LEESBURG AND THE PERPETUAL USE OF THE PUBLIC; AND DEDICATES TRACTS "A", "B", "C", "D", "E" AND "F" TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14.

WITNESSES:

(1) _____
SIGNATURE

PRINT NAME

(2) _____
SIGNATURE

PRINT NAME

THE VILLAGES LAND COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
BY: TVL COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

BY: _____
MARTIN L. DZURO,
MANAGER

WITNESSES:

(1) _____
SIGNATURE

PRINT NAME

(2) _____
SIGNATURE

PRINT NAME

VILLAGE COMMUNITY DEVELOPMENT
DISTRICT NO. 14

BY: _____
C. DALE BORROWMAN,
CHAIR

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF TVL COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA

PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

SEAL

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY C. DALE BORROWMAN, THE CHAIR OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14, ON BEHALF OF THE DISTRICT, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA

PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

SEAL

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A REGISTERED SURVEYOR AND MAPPER, FULLY LICENSED TO PRACTICE IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER HER SUPERVISION, AND THAT THIS PLAT COMPLIES WITH ALL OF THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES.

DATE: _____

KAYE M. JAMESON, P.S.M. – REGISTRATION NUMBER 5912
CLYMER FARNER BARLEY SURVEY, LLC. – LICENSED BUSINESS NO. 8498
4450 N.E. 83RD ROAD
WILDWOOD, FLORIDA 34785

SEAL

STATEMENT OF REVIEWER

"PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES, AND FIND THAT SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER; PROVIDED HOWEVER, THAT MY REVIEW DOES NOT INCLUDE FIELD VERIFICATION OF ANY OF THE COORDINATES, POINTS OR MEASUREMENTS SHOWN ON THIS PLAT."

SIGNATURE

_____, REGISTRATION NUMBER _____

PRINT NAME
WADE SURVEYING, INC. FOR CITY OF LEESBURG, FLORIDA

SEAL

PREPARED BY:



CFB
CLYMER
FARNER
BARLEY

SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LBS498

SECTION 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

PAGE

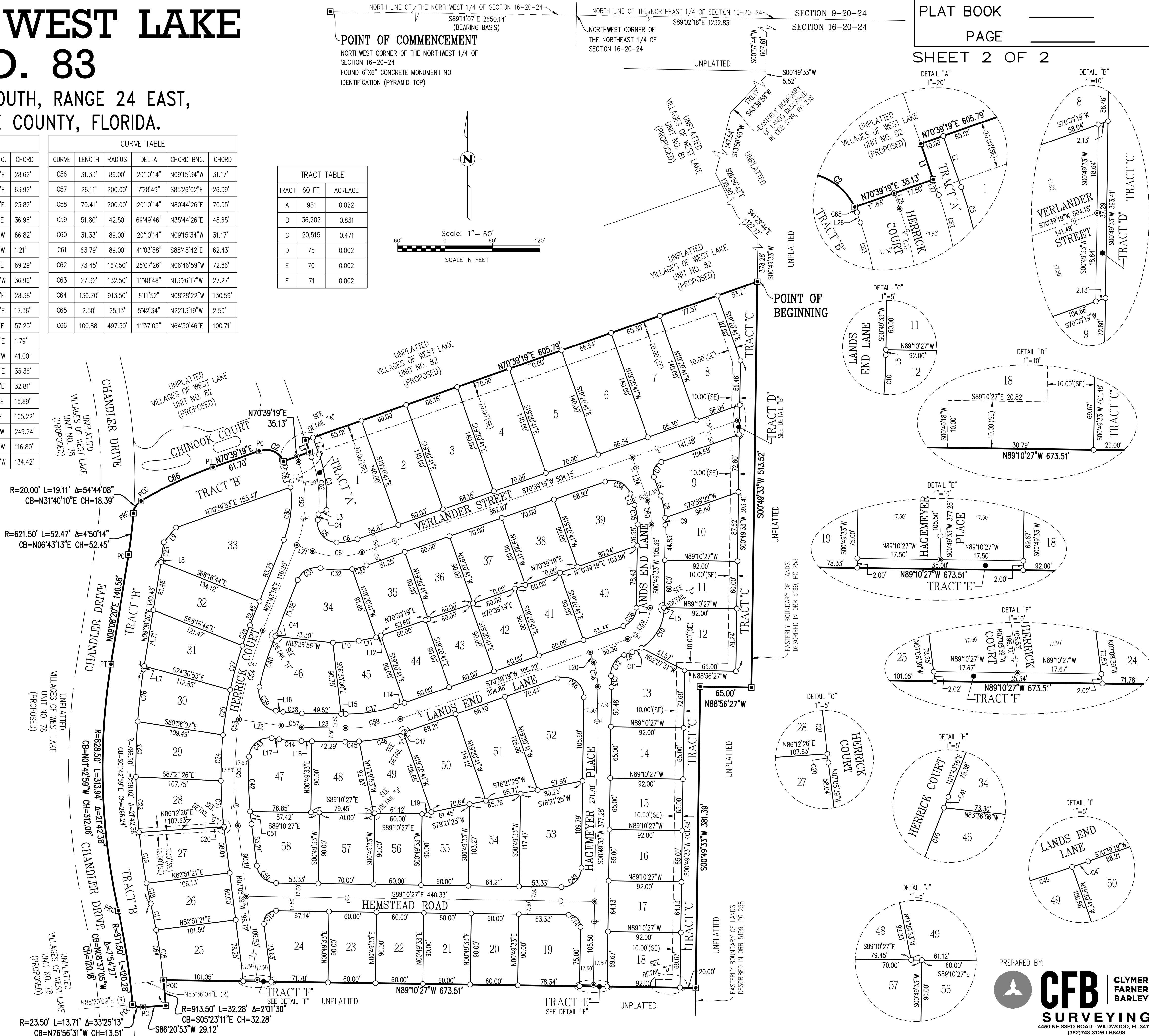
SHEET 2 OF 2

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	951	0.022
B	36,202	0.831
C	20,515	0.471
D	75	0.002
E	70	0.002
F	71	0.002

LINE TABLE		
LINE	LENGTH	BEARING
L1	15.91'	N192°41'W
L2	22.87'	N192°0'42"W
L3	12.00'	S61°06'27"E
L4	25.04'	S192°41'E
L5	0.55'	S04°33'W
L6	11.09'	S70°39'19"W
L7	4.40'	N98°08'20"E
L8	2.84'	N98°08'20"E
L9	24.14'	S39°35'25"W
L10	32.73'	S85°31'05"W
L11	22.53'	S79°11'41"W
L12	6.40'	S70°39'40"W
L13	15.04'	N192°0'41"W
L14	11.89'	S70°39'19"E
L15	5.95'	S81°41'38"E
L16	9.57'	S81°41'38"E
L17	9.57'	S81°41'38"E
L18	13.18'	S89°10'27"E
L19	12.10'	N78°21'25"E
L20	13.51'	N192°0'41"W
L21	21.60'	N68°16'44"W
L22	54.05'	N81°41'38"W
L23	55.47'	S89°10'27"E
L24	57.54'	N192°0'41"W
L25	6.97'	S192°0'41"E
L26	4.47'	N192°0'26"W
L27	6.97'	N192°0'41"W

LEGEND

■	INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709 & LB #4898), UNLESS OTHERWISE NOTED.	
▣	INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4709 & LB #4898)	
●	INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4709 & LB #4898 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.	
○	INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.09(1) FLORIDA STATUTES. (SEE NOTE #5.)	
C9	INDICATES CURVE NUMBER IN CURVE TABLE	
L9	INDICATES LINE NUMBER IN LINE TABLE	
Δ	INDICATES CENTERLINE	
Δ	INDICATES DELTA (CENTRAL ANGLE OF CURVE)	
CB	INDICATES CHORD BEARING	
CH	INDICATES CHORD DISTANCE	
L	INDICATES ARC LENGTH	
LB	PG	INDICATES PLAT BOOK
NO.	PGS	INDICATES PAGES
ORB	SQ FT	INDICATES SQUARE FEET
PC	R/W	INDICATES RIGHT-OF-WAY
POC	INDICATES POINT OF CURVATURE	
PCC	INDICATES POINT OF COMPOUND CURVATURE	
PPC	INDICATES POINT OF REVERSE CURVATURE	
PT	INDICATES POINT OF TANGENCY	
R	INDICATES RADIUS LENGTH	
(R)	INDICATES RADIAL LINE	
DRA	INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES	
GFE	INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS SONS)	
SE	INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR W/AL FENCING AND/OR GOLF CART PATHS. DRAINAGE CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.	



PREPARED BY



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: May 22, 2023

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 Public Transportation Grant Agreement, FM No. 438449-1-94-01, between the City of Leesburg and the State of Florida Department of Transportation, for Construction of Phase I, Aircraft Hangar Buildings and Associated Taxilanes Project, at the Leesburg International Airport; and providing an effective date.

Staff Recommendation:

Staff recommends execution of the Public Transportation Grant Agreement (PTGA) FM No. 438449-1-94-01.

Analysis:

The Aircraft Hangar Buildings and Taxilanes Project at the Leesburg International Airport has been completely designed using 100% Airport revenue. Due to the magnitude of the project and the availability of funds, construction will be phased out over two or more fiscal years. Phase I of the project entails excavation & grading of the 6± acre parcel, stormwater pond modifications, relocation of underground utilities, and construction of all associated asphalt taxilanes.

The Florida Department of Transportation (FDOT) has generously presented a construction grant for \$1.5 dollars, based on Phase I construction cost estimates. These dollars are FDOT FY 2023 funds, and must be accepted by June 30, 2023, FDOT fiscal year end. When actual construction bids are available, staff and FDOT will evaluate and discuss if additional funding may be needed to realize Phase I project completion.

Future phases of this project consist of one (1) multi-unit storage box-hangar building, two (2) multi-unit storage t-hangar buildings, and one (1) multi-unit maintenance hangar building. This combination of hangars was unanimously recommended by the Airport Advisory Board and approved by the City Commission during project design. The entire scope of the project, all phases, is 100% designed, and will meet existing hangar demand.

Procurement Analysis:

N/A

Options:

1. Approve and execute PTGA FM No. 438449-1-94-01; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

This agreement allows the City to receive \$1.5 M in FDOT grant funds toward the Aircraft Hangar Buildings and Taxilanes Project.

Account No. 048-0000-334-4100

WF No. 1383898/2

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE PUBLIC TRANSPORTATION GRANT AGREEMENT, FM NO. 438449-1-94-01, BETWEEN THE CITY OF LEESBURG AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, FOR CONSTRUCTION OF PHASE I, AIRCRAFT HANGAR BUILDINGS AND ASSOCIATED TAXILANES PROJECT, AT THE LEESBURG INTERNATIONAL AIRPORT; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute a Public Transportation Grant Agreement with the Florida Department of Transportation, whose address is 719 S Woodland Blvd, MS 530, Deland, Florida 32720-6834.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 22nd day of May 2023.

Mayor

ATTEST:

City Clerk

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): (item-segment-phase-sequence) 438449-1-94-01	Fund(s): Work Activity Code/Function: 215	DDR	FLAIR Category: 088719
	Federal Number/Federal Award		Object Code: 751000
	Identification Number (FAIN) – Transit only: N/A		Org. Code: 55052000531
Contract Number:	Federal Award Date: N/A		Vendor Number: VF596000362006
CFDA Number: N/A	Agency SAM/UEI Number:		
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Leesburg, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in the bidding and construction of the hangar infrastructure at Leesburg International Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. 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**

- 4. Exhibits.** The following Exhibits are 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 B3: Alternative Advanced Pay (Transit Bus Program)
- ☒ *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: Audit Requirements for Awards of State Financial Assistance

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
— *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
— *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through June 1, 2027. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ☐ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

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

- a. The estimated total cost of the Project is \$1,875,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$1,500,000 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

☒ Travel expenses are NOT eligible for reimbursement under this Agreement.

☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i.** Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d.** ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e.** ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i.** ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii.** ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii.** ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Leesburg

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: C. Jack Adkins

Title: _____

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Daniel L. McDermott

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 04/23

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)): This project consists of the construction of infrastructure for T-hangar and box hangar and maintenance hangar buildings including associated aircraft taxi lanes and utilities.

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

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, bid and award services, survey and geotechnical costs, permit preparation and application fees, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement (access roadways, parking lots, and sidewalks), drainage, utilities, primary and back-up power supplies, buildings (foundation, structure, roof, MEP, drainage, and fire prevention and protection), pavement marking, lighting and signage, fencing and gates, landscaping (including outdoor lighting), and indoor/outdoor security systems, including all materials, equipment, labor, and incidentals required to complete this hangar infrastructure project.

The specifics of the Project Scope for construction are described in and limited by the Contract Drawings identified as "Construction of Aircraft Storage Hangars - Phase I at Leesburg International Airport" prepared by GAI Consultants, Inc., signed and sealed on the 10 day of April, 2023, together with all plan updates, necessary design variation, exceptions, and change orders approved by the Agency. The Sponsor will comply with Aviation Program Assurances.

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

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

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

F. Transit Operating Grant Requirements (Transit Only):

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



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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 04/23

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
438449-1-94-01	DDR	088719	2023	751000	55.004	Aviation Grant Program	\$1,500,000.00
438449-1-94-01	LF	088719	2023	751000	55.004	Aviation Grant Program	\$375,000.00
Total Financial Assistance							\$1,875,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$1,500,000.00	\$375,000.00	\$0.00	\$1,875,000.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$1,500,000.00	\$375,000.00	\$0.00	\$1,875,000.00			

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

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
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BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

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

Luciana Taylor

Department Grant Manager Name

Signature

Date

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 04/23

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

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

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

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

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

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

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

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

Insert District PIO contact info:

800-780-7102

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

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

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

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

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

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

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 04/23

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 04/23

EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit “A”, Project Description and Responsibilities**, and **Exhibit “B”, Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 04/23

C. Agency Authority.

- 1. Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
- 2. Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 04/23

- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 04/23

- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

- 9. Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 04/23

- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 04/23

equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 04/23

- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 04/23

- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 04/23

24. Noise Mitigation Projects. The Agency assures that it will:

- a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1)** The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2)** The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. Private Agreements.** For noise compatibility projects on privately owned property:
 - 1)** The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2)** The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 04/23

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:** \$1,500,000

*The award amount may change with amendments

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

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

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

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

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: May 22, 2023

From: Robert Thilmony, (Gas Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the emergency gas line installation by SabCon Underground, LLC. in the amount of \$59,732.00 for a gas service line to provide service for a new customer (Opal Fuels); and providing an effective date.

Staff Recommendation:

Staff recommends an emergency installation by SabCon Underground, LLC. in the amount of \$59,732.00 for a gas service line to provide service for a new customer (Opal Fuels) to meet their August operational deadline. Staff has reached out and received two quotes and has chosen the lowest one.

Analysis:

Opal Fuels is opening a CNG (Natural Gas) facility and requires Leesburg's natural gas to supply its operation. The facility is located off Executive Road and Opal Fuels has already paid the City for the installation of the services.

Procurement Analysis:

N/A

Options:

- 1) Approve the natural gas service line installation by Sapcon Underground, LLC. in the amount of \$59,732.00 for the future customer Opal Fuels for the operation of their business; or
- 2) Such alternative action as the City Commission may deem appropriate.

Fiscal Impact:

The customer has paid in advance and funds are already included in the current budget.

Account No.	042-2099-532-3410
Project No.	420002/420010
WF No.	WF1466736 Job 1/ WF1443053 Job 2
Requisition	Req 55434
Budget	\$163,011.00
Available	\$163,011.00

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE EMERGENCY GAS LINE INSTALLATION
BY SABCON UNDERGROUND, LLC. IN THE AMOUNT OF \$59,732.00 FOR A
GAS SERVICE LINE TO PROVIDE SERVICE FOR A NEW CUSTOMER
(OPAL FUELS); 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 SabCon Underground, LLC, whose address is 1730 Dundee Road, Winer Haven, FL 33884-1018, for the gas line installation in the amount of \$59,732.00 which will provide Gas Services to the new customer Opal Fuels.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 22nd day of May 2023.

Mayor

ATTEST:

City Clerk



SabCon Underground, LLC
1730 Dundee Rd
Winter Haven, FL 33884-1018

Estimate

Date	Estimate #
2/17/2023	19-762

Name / Address
City of Leesburg Natural Gas Department 306 S 6th Street Leesburg, FL 34748

255,000
Terms
42

			Project
Description	Qty	Cost	Total
Executive Blvd - Cost includes all labor and equipment required to install 200 LF of 2" Steel via Directional Bore FDOT SR 44, Fabricate and install new reg station, Transition to 6" PE. Open Cut and Directional Drill approx. 2,000 LF 6" PE Gas Main along Executive Blvd and install 600 LF of 4" PE gas service to address: 31643 Executive Blvd. Cost includes making 2" Mueller No-blo Tap H-17501.			
Cost does NOT include: Permitting Material (to be provided by Leesburg gas)(except pigs, sandblast and paint for station) Dewatering Restoration			
2" Steel Directional Drill	200	18.00	3,600.00
6" PE Open-Cut	1,200	14.00	16,800.00
6" PE Directional Drill	800	21.00	16,800.00
4" PE Directional Drill	600	16.00	9,600.00
2" Mueller H-17501 Hot Tap Tie-In	1	2,500.00	2,500.00
Set & Install Station	2	1,600.00	3,200.00
Fabricate 2" Reg Station, including sand blasting and painting (SabCon will provide material for sand blasting and painting)	1	6,400.00	6,400.00
Pigs - 2" (bristle, hard, foam), 4" (foam) and 6" (foam)	1	832.00	832.00
Thank you for your business.		Total	\$59,732.00

Customer Signature _____

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.7.

Meeting Date: May 22, 2023

From: Sandra Wilson, (Housing Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida granting authorization for staff to submit three (3) CDBG Applications to Lake County for FY 23/24 Funding; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution to authorize the submission of three (3) CDBG applications to Lake County for FY 23/24 funding.

Analysis:

The City of Leesburg has participated with the Lake County Board of County Commissioners under an Urban County Cooperation Agreement since 2014. As an Urban County partner, Leesburg's demographics contribute to the determination of funding received by Lake County for Community Development Block Grants. Therefore, Leesburg has identified several projects that are eligible for CDBG funding and is requesting funds be awarded to support the following projects: 1) replacement of the two (2) parking lots at the Mispah/Simmons Apartment Complex; 2) replacement of the fencing at the Mispah/Simmons Apartment Complex; and 3) support of the Leesburg Community Development Corporation in the infrastructure buildout for the Snow Place Apartments. Each of these projects specifically support low and moderate income individuals in accordance with the CDBG guidelines.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

If awarded a budget adjustment will be necessary to add the funds to the current budget.

Account No. 017-0000-331-5600

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA GRANTING AUTHORIZATION FOR STAFF TO SUBMIT THREE
(3) CDBG APPLICATIONS TO LAKE COUNTY FOR FY 23/24 FUNDING; 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 authorizing resolution to the Lake County Board of County Commissioners whose address is P. O. Box 7800, Tavares, FL 32778 for three (3) applications to be submitted to the Lake County Community Development Block Grant (CDBG) Program for the following projects:

- 1) Replacement of two (2) parking lots at the Mispah/Simmons Apartment Complex
- 2) Replacement of the fencing at the Mispah/Simmons Apartment Complex; and
- 3) Infrastructure buildout for the Snow Place Apartment Complex in support of the Community Development Corporation 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 on the 22nd day of May 2023.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.8.

Meeting Date: May 22, 2023

From: Robert Thilmony, (Gas Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and Stanley Martin Homes, LLC., for the purpose of setting forth the terms under which the city will provide natural gas service to the development known as Robuck Ostrander Phase I; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution authorizing the Mayor and City Clerk to execute a gas service agreement between the City of Leesburg and Stanley Morgan Homes, LLC.

Analysis:

The City of Leesburg is agreeing to provide natural gas service to Stanley Morgan, LLC., for the development known as Robuck Ostrander Phase I, pursuant to the terms of the Gas Service Agreement.

Procurement Analysis:

N/A

Options:

1. Adopt the resolution accepting and approving the Gas Service Agreement as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
GAS SERVICE AGREEMENT BETWEEN THE CITY OF LEESBURG AND
STANLEY MARTIN HOMES, LLC., FOR THE PURPOSE OF SETTING
FORTH THE TERMS UNDER WHICH THE CITY WILL PROVIDE NATURAL
GAS SERVICE TO THE DEVELOPMENT KNOWN AS ROBUCK
OSTRANDER PHASE I; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized and directed to execute a Gas Service Agreement between the City of Leesburg and Stanley Martin Homes, LLC., whose address is 11710 Plaza America Drive, Suite 1100, Reston, Virginia 20190, for the purpose of setting forth the terms under which the City will provide natural gas service to the development known as Robuck Ostrander Phase I.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 22nd day of May 2023.

Mayor

ATTEST:

City Clerk

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

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2023 by and between the City of Leesburg, Florida, a municipal corporation organized under the laws of the State of Florida, located at 501 W. Meadow Street, Leesburg, Florida, 34748, (hereinafter referred to as “City”), and Stanley Martin Homes, LLC located at 11710 Plaza America Drive, Suite 1100, Reston, Virginia 20190 (hereinafter referred to as “Owner”), sometimes collectively referred to as “Party” or “Parties”.

WITNESSETH:

WHEREAS, Owner is the current owner of the following real property located in Leesburg, Lake County, Florida (the “Property”):

See Exhibit “A” attached hereto

Parcel Identification Number(s): See Exhibit “A” attached hereto

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City for “Robuck Ostrander Phase I” (the “Development”); and

WHEREAS, Section 22-7 of the Code of Ordinances of the City of Leesburg, Florida, requires that Owner utilize natural gas in connection with development of the Property and provides for the installation of a natural gas water heater and natural gas furnace in at least eighty percent (80%) of all homes on the Property; and

WHEREAS, Owner wishes to retain the ability to install a natural gas water heater and natural gas furnace under Section 22-7 of the Code of Ordinances, but also proposes to alternatively install a natural gas water heater, natural gas stove and natural gas dryer in homes on the Property, which expands appliance options and increases connections to the City’s natural gas system beyond the minimum requirements of

Section 22-7 of the Code of Ordinances; and

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

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

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

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

- A. A natural gas water heater, a natural gas stove, and a natural gas dryer; or
- B. A natural gas water heater and a natural gas furnace.

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

4. The Owner is obligated to pay the full cost of the infrastructure required to serve the Property and the cost of the services, meters, appurtenances and installation, which will be performed by the City. The Owner's estimated costs of the infrastructure to be funded by Owner as set forth below, is two hundred eighty thousand seventy dollars and thirty-five cents (\$280,070.35). Fifteen (15) days prior to construction, Owner shall place in escrow with the City, funds equal to that estimate to be used to pay for the construction as it proceeds. Notwithstanding inclusion of this estimate herein, Owner shall be obligated to pay the full cost of the infrastructure required to serve the Development and Property.

5. The City will contract for, or at its option, have done by in house personnel, the actual

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

6. The City shall both own and maintain the natural gas system on the Property up to and including the natural gas meter. The natural gas system from the outlet of the gas meter to the appliance utilizing the natural gas shall be maintained by the Owner and Owner's heirs, successors, or assigns. Notwithstanding anything to the contrary contained herein, to the extent the natural gas system owned and maintained by the City or any part thereof is damaged as a result of the acts, conduct, or failure to act of Owner and/or Owner's agents, employees, representatives, members, managers, shareholders, officers, directors, tenants, contractors, laborers, or material suppliers, or in the event of any deviation from standard service to any existing or proposed natural gas infrastructure occurs, then Owner shall be responsible for paying for all costs, charges, and expenses whatsoever associated with any repairs, reconstruction, and replacements to the natural gas system, including but not limited to, all costs of gas loss resulting from the damage.

7. The Owner shall grant to the City all easements needed to install, operate, maintain, repair, and replace the natural gas pipelines on the Property, including minimum five foot (5') side lot easements, and shall dedicate or otherwise convey those easements to the perpetual use of the City and its successors in interest for the purpose of laying, installing, operating, maintaining, repairing and replacing the natural gas pipelines. In addition, the Owner shall provide a location and easement, agreed to by the City for the purpose of installation, maintenance, repair, and replacement of any necessary regulator stations and all associated equipment on the Property.

8. The Owner shall locate natural gas service meters on the side of each building in a manner

to allow for two buildings to be serviced by one service line wherever possible. The City may require that these services be located on the same side of the building as the electric or water service.

9. The City shall bear responsibility for installing all gas piping and other gas infrastructure, up to and including the meters, necessary to supply the natural gas service reflected in this Agreement. Owner and City will share trench space, which will be dug by the Owner's water and or electric utility contractor at no charge to the City. Each unit within the Development will be individually metered.

10. The City shall provide, when requested, individual residential unit hookups to the natural gas system within the Development. The City shall ensure that such service is provided at the same rates and on the same terms as those provided to other natural gas customers of the City within a comparable service area. The Parties understand that any and all hookup fees, meter charges and impact fees shall be paid by the residential customers at the time service is hooked up to the home.

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

12. If the developer fails to pay the funds required under this Agreement or otherwise defaults under the terms of this agreement, the City is not obligated to install the natural gas infrastructure in the development, may discontinue installation and may terminate this Agreement. In addition, the City may suspend issuance of any and all permits for construction on the Property or within the Development until such time as Owner has paid the amount due and the natural gas service Agreement has been reinstated.

13. The Parties agree that the laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. The parties agree that in the event of any litigation arising out of or otherwise related to this Agreement, venue shall lie only in a state court of competent jurisdiction in Lake County, Florida.

14. The Parties understand and agree that this Agreement sets forth the entire understanding

between the parties and supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished thereby, except to the extent they are specifically set forth herein. Each party warrants, for the benefit and reliance of the other, that it has not entered into this Agreement in reliance on or on the basis of any promise, undertaking, representation or agreement of the other party, except as specifically set forth within the four corners of this instrument, and the parties mutually waive and disclaim any and all rights, remedies and causes of action which may otherwise exist, based wholly or partly on any such promise, undertaking, representation or agreement of the other party, except as specifically set forth within the four corners of this instrument.

15. This Agreement may be assigned to any successor of the Owner, but only with prior, written consent from the City. However, this Agreement may not be partially assigned, or assigned separately from title to all remaining lots not yet transferred to third parties intending to use the lot for personal residential purposes.

16. The Parties understand and agree that this Agreement may not be amended orally, by implication, by course of conduct, or in any manner other than by way of a written instrument approved by the Leesburg City Commission and duly executed by both parties hereto.

17. This Agreement may be recorded in the Public Records of Lake County, Florida, and is binding on and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

INTENTIONALLY LEFT BLANK

SIGNATURES APPEAR ON THE FOLLOWING PAGE

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

Signed, sealed and delivered in our presence:

The City of Leesburg, Florida, a Florida municipal
corporation

Witness Name: _____

By: _____
James A. Burry, Jr., Mayor

Attest: _____
J. Andi Purvis, City Clerk

Witness Name: _____

State of Florida
County of Lake

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online
notarization, this _____ day of _____, 2023 by James A. Burry, Jr., Mayor of The City of
Leesburg, Florida, a Florida municipal corporation. He/she ☐ is personally known to me or ☐ has produced a
driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: _____

My Commission Expires: _____

STANLEY MARTIN HOMES, LLC, a Delaware limited liability company,

Witness Name: _____

By: _____
Eric B. Marks, Orlando Division President

Witness Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023 by Eric B. Marks as Orlando Division President of Stanley Martin Homes, LLC, a Delaware limited liability company. He/she ☐ is personally known to me or ☐ has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: _____

My Commission Expires: _____

Construction Plans
for

Robuck Ostrander Property Phases 1

City of Leesburg, FL

Legal Description:

ALL OF FOREST AT SILVER LAKE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 62, PAGE 34, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, CONTAINING 41.992 ACRES, MORE OR LESS.

[ROBUCK PARCEL]

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 19 SOUTH, RANGES 23 EAST, LAKE COUNTY, FLORIDA, PART OF LOTS 3, 4, 5 AND 6, BLOCK 20 AND PART OF LOTS 1, 2 AND 3, BLOCK 21, SILVER LAKE ESTATES REVISED AND CORRECTED PLAT OF THE SUBDIVISION OF SILVER LAKE ESTATES AS RECORDED IN PLAT BOOK 10, PAGE 10, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, ALL LING IN SECTION 10, TOWNSHIP 19 SOUTH, RANGES 23 EAST, LAKE COUNTY, FLORIDA BEING MORE OR LESS, BEING THE SAME.

CONVEYANCE OF THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 19 SOUTH, RANGES 23 EAST, LAKE COUNTY, FLORIDA, PART OF LOTS 3, 4, 5 AND 6, BLOCK 20 AND PART OF LOTS 1, 2 AND 3, BLOCK 21, SILVER LAKE ESTATES REVISED AND CORRECTED PLAT OF THE SUBDIVISION OF SILVER LAKE ESTATES AS RECORDED IN PLAT BOOK 10, PAGE 10, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, ALL LING IN SECTION 10, TOWNSHIP 19 SOUTH, RANGES 23 EAST, LAKE COUNTY, FLORIDA BEING MORE OR LESS, BEING THE SAME.

CONVEYANCE OF 100 ACRES, MORE OR LESS.

Civil Engineer
Poulos & Bennett, LLC
2602 E. Livingston St.
Ocala, FL 32605
407.487.2394

Environmental:
Bio-Tech Consulting
3043 E. South St.
Ocala, FL 32605
407.894.5969

Surveyor:
Atlantic Survey
3101 Maguire Blvd.
Winter Garden, FL 34787
407.556.4437

Transportation:
TMC
3101 Maguire Blvd.
Winter Garden, FL 32803
407.551.5332

Geotechnical Engineer:
Faulkner Engineering Services, Inc.
1340 Palco Drive
Ocala, FL 32605
407.415.5389

NOTE:
CONSTRUCTION PLANS WERE PREPARED IN ACCORDANCE WITH THE CITY OF LEESBURG, FLORIDA, DESIGN, CONSTRUCTION, AND MAINTENANCE FOR STREETS AND HIGHWAYS, FOR GRADE, AND CITY OF LEESBURG, FLORIDA, STANDARDS.



Vicinity Map
Scale: 1" = 1/2 Mile

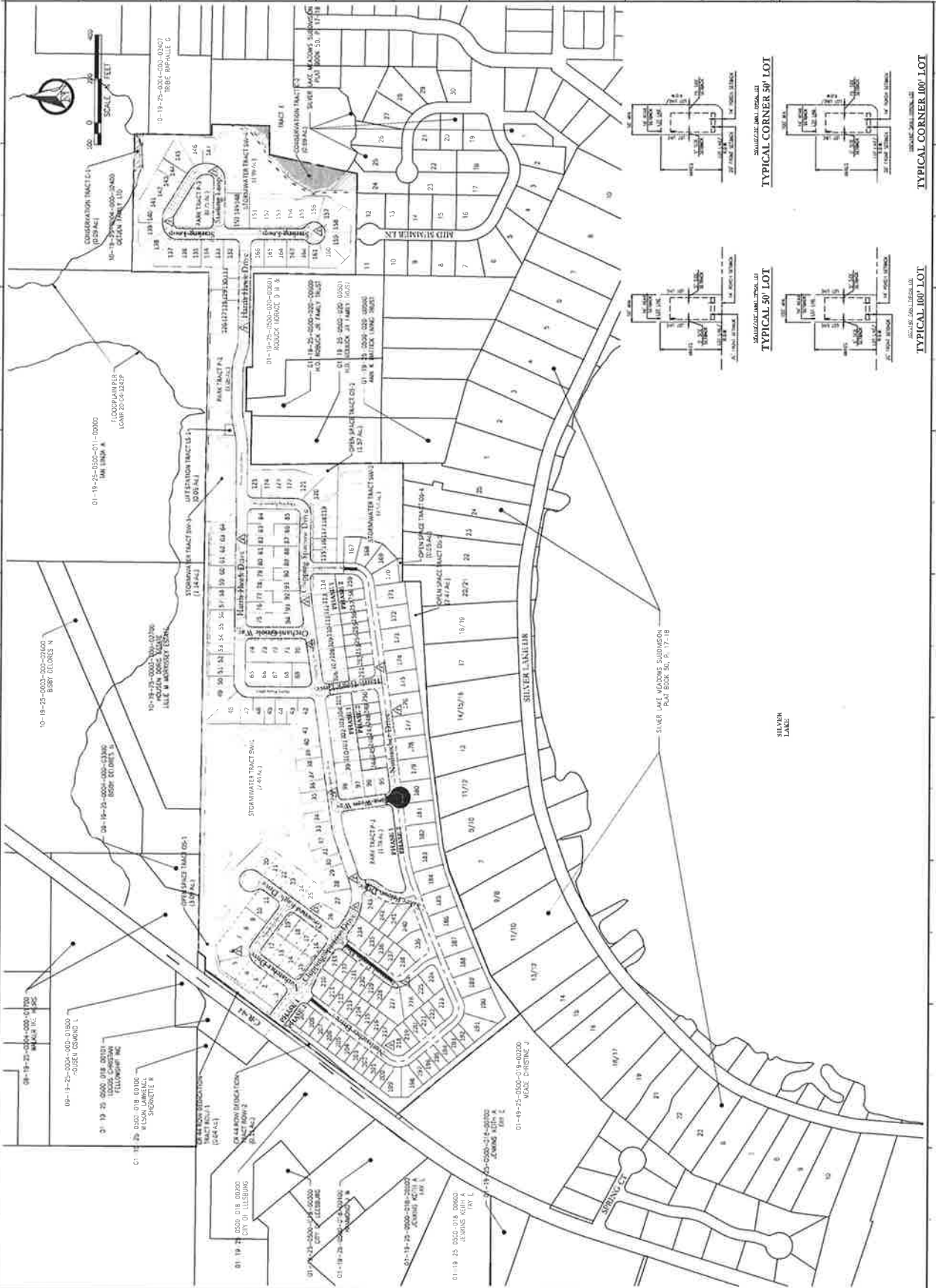
Sheet Id.	Sheet Index								Subm./Rev.
	1	2	3	4	5	6	7	8	
C0.00	C0.01	C0.02	C0.03	C0.04	C0.05	C0.06	C0.07	C0.08	C0.09
C0.10	C0.11	C0.12	C0.13	C0.14	C0.15	C0.16	C0.17	C0.18	C0.19
C0.20	C0.21	C0.22	C0.23	C0.24	C0.25	C0.26	C0.27	C0.28	C0.29
C0.30	C0.31	C0.32	C0.33	C0.34	C0.35	C0.36	C0.37	C0.38	C0.39
C0.40	C0.41	C0.42	C0.43	C0.44	C0.45	C0.46	C0.47	C0.48	C0.49
C0.50	C0.51	C0.52	C0.53	C0.54	C0.55	C0.56	C0.57	C0.58	C0.59
C0.60	C0.61	C0.62	C0.63	C0.64	C0.65	C0.66	C0.67	C0.68	C0.69
C0.70	C0.71	C0.72	C0.73	C0.74	C0.75	C0.76	C0.77	C0.78	C0.79
C0.80	C0.81	C0.82	C0.83	C0.84	C0.85	C0.86	C0.87	C0.88	C0.89
C0.90	C0.91	C0.92	C0.93	C0.94	C0.95	C0.96	C0.97	C0.98	C0.99

Description:
00 Survey to City of Leesburg, Lake County, FL
01 Survey to City of Leesburg, Lake County, FL
02 Survey to City of Leesburg, Lake County, FL

POULOS & BENNETT
2602 E. Livingston St., Ocala, FL 32605
Tel: 407.487.2394 www.poulosandbennett.com
Fax: 407.487.2395
P.O. Box 100, Leesburg, FL 34748



155

[illegible]ROBUCK
OSTRANDER
PROPERTY
PHASES 1

City of Leesburg, FL
Master Site Plan

Plant Size C1.00



This is a preliminary study. It is a pilot study in developing a questionnaire. The questionnaire will be used to study the prevalence of the disease in the community. The questionnaire will be used to study the prevalence of the disease in the community.

FOULON & BENNETT

Poulos & Bennett, LLC
2022 E. Livingston St., Chicago, IL 60603
Tel: 407.287.2294 www.poulosbennett.com
EPC B-0-Nr 2856



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Limited Liability Company
STANLEY MARTIN HOMES, LLC

Filing Information

Document Number M21000009687
FEI/EIN Number 20-8046523
Date Filed 07/23/2021
State DE
Status ACTIVE

Principal Address

11710 PLAZA AMERICA DRIVE, SUITE 1100
RESTON, VA 20190

Mailing Address

11710 PLAZA AMERICA DRIVE, SUITE 1100
RESTON, VA 20190

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Authorized Person(s) Detail

Name & Address

Title MGR

ALLOY, STEVEN B
11710 PLAZA AMERICA DRIVE, SUITE 1100
RESTON, VA 20190

Title MGR

KOTLER, RANDY L
11710 PLAZA AMERICA DRIVE, SUITE 1100
RESTON, VA 20190

Title MGR

REED, JOEL S
11710 PLAZA AMERICA DRIVE, SUITE 1100
RESTON, VA 20190

Annual Reports

Report Year	Filed Date
2022	01/26/2022
2023	01/27/2023

Document Images

01/27/2023 -- ANNUAL REPORT	View image in PDF format
01/26/2022 -- ANNUAL REPORT	View image in PDF format
07/23/2021 -- Foreign Limited	View image in PDF format

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.9.

Meeting Date: May 22, 2023

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Interlocal Agreement between the City of Leesburg and the Village Center Community Development District; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution.

Analysis:

In developing the 470 Property into the Villages of West Lake, the City of Leesburg and the Villages Land Development Company agreed to many provisions of general government services in the "363 Agreement", which was approved several years ago by the parties. As the property is now being developed, sold and inhabited by Village-Leesburg residents, the Land Development Company is turning Community Development Corporation (CDC) operations over to the respective agencies. In this particular case, Fire and EMS services will be managed, in perpetuity, by the Villages Fire CDC. As such, the attached agreement transfers original Fire Services intentions from the Villages Land Development Corporation to the Villages Fire/EMS CDC.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF LEESBURG AND
THE VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT; AND
PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an Interlocal Agreement between the City of Leesburg, Florida and the Village Center Community Development District, whose address is 984 Old Mill Run, The Villages, Florida 32162, for Fire Protection Services and Payment to the District.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 22nd day of May 2023.

Mayor

ATTEST:

City Clerk

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF LEESBURG, FLORIDA
AND
VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT**

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2023, by and between **CITY OF LEESBURG, FLORIDA** (the “City”) and **VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT** (the “District”).

RECITALS

A. The District is a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes (the “Act”).

B. The City is a Florida municipal corporation organized pursuant to Florida Statutes Chapter 166.

C. The District is authorized by the Act to exercise within its boundaries those powers conferred by the Act. The District is also authorized by the Act, particularly Sections 190.011(12) and 190.012(2), to enter into interlocal agreements with general-purpose governments, such as the City, to exercise certain powers outside of its geographical boundaries.

D. The District proposes and the City desires that the District provide certain activities permitted by the Act within the community generally known as The Villages of West Lake, as described in **Exhibit “A”** (the “Property”). The Property lies outside of the District and within the City.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Authority**. This Agreement is entered into pursuant to the authority set forth in Chapters 163, and 190, Florida Statutes.

2. **Definitions**. Capitalized terms used and not otherwise defined in this Agreement shall have the meaning ascribed so such term in the Act.

3. **Additional Powers and Duties of the District Authorization**. In addition to any powers that the District may have, the District shall have and is hereby granted-the right to provide within the Property the following:

A. provide parks and facilities for indoor and outdoor recreational, cultural, and educational uses;

B. provide fire prevention and control, emergency medical services (non-transport only) and rescue services including fire stations, water mains and hydrants, fire trucks, and other vehicles and equipment;

- In providing such fire prevention and control services, District agrees to utilize personnel in accordance with Chapter 633, Florida Statutes.
- District agrees to provide and maintain all equipment in suitable condition and readiness for immediate use for providing fire prevention and control services.

C. provide security, including, but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by proper governmental agencies; except that the District may not exercise any police power, but may contract with the appropriate local general-purpose government agencies for an increased level of such services;

D. control and elimination of mosquitoes and other arthropods of public health importance;

E. exercise those other powers granted to the District pursuant to Chapter 190, Florida Statutes, including, but not limited to those powers set forth in Sections 190.012(1) and (2) of the Act as though the area was included within the boundaries of the District; and

F. exercise all of the powers necessary and incidental to the above including the right to set and collect fees.

4. **Fire Protection Services & Payment to the District.** The District, by and through The Villages Public Safety Department, shall provide fire prevention and suppression, emergency medical services (non transport), and rescue services within the Property. In consideration of the provision of such services, the City agrees to pay to the District an annual fee (the “Annual Fee”). The payment of the Annual Fee shall be \$160 per residence, based on the number of certificate of occupancies issued by December 31, 2023. Every year thereafter the District and City shall recount the number of residences to ensure proper accounting. The City shall pay to the District a lump sum of the total Annual fee due by January 31st of each year.

In the months prior to December 31, 2023, the District, at its discretion, shall bill and collect directly a fire service contribution from residences that have been issued a Certificate of Occupancy. Should any residence not be counted on December 31st of any given year, then the District shall collect at its discretion a fire service contribution at the time a certificate of occupancy is issued, until such time that the residence is annually counted. The City will transmit any and all payments received prior to December 31, 2023 to the District and each thereafter, if applicable. The transmittal of funds should occur when received by the City.

Thereafter and throughout the Term of this Agreement, the amount due will be adjusted according to the change in the United States Department of Commerce, Consumer Price Index (All Items U.S. City Average) ("CPI") occurring over the preceding October to October, year over year, according to the most recent data available from the Bureau of Rates and Statistics of the Department of Labor. Notwithstanding the foregoing, in no event shall the amount due be increased by greater than 3% in a single year; provided however, in years where the annual increase in CPI exceeds 3%, then the difference between that annual CPI increase and 3% shall be reserved, and the District may request that the nominal value of that increase be applied to the amount due in years where the annual increase is less than 3%, so long as the new annual increase does not exceed 3%.

For all non-residential lands within the Property, the City shall assess in accordance with their annually adopted non-residential fire assessment fee schedule. Such collections shall be paid to the District annually at the same time of payment of the Annual Fee, and may increase from time to time pursuant to the assessment modification process imposed by the City Commission.

5. **Financial Information.** The District must adhere to all state statutory requirements pertaining to audits and financial records. The District shall provide a copy of all such audits and financial records to the City on an annual basis.

6. **Indemnification of City by District.** Nothing in this Section or any other provision of this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities, and limitations the District and the City may have under Florida law. Each party shall be responsible for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any of its employees while acting with the scope of the employee's office or employment.

7. **Revenue Bonds; City Not Liable.** The City acknowledges that the District may issue revenue bonds of the District in accordance with the Constitution and laws of the State of Florida, and the Act, to finance the acquisition, construction, and expansion of District improvements, buildings and infrastructure which bonds may be secured by and payable from revenues derived from the operation of the District including revenues from service provided within the territory governed by this Agreement. Any such revenue bonds issued by the District shall neither be, nor constitute, the general obligations or indebtedness of the City, the State of Florida, or any political subdivision thereof, within the meaning of the general revenues of the City, the State of Florida, or any political subdivision thereof, but shall be payable solely from a secured lien upon revenues and a pledge of revenues of the Facilities and all monies in the funds and accounts established under the indenture pursuant to which any such bonds are issued or other security provided by the District, in the manner and to the extent provided in such indenture. No bondholder shall ever have the right to compel the exercise of the ad valorem taxing power of the City, or the State of Florida, or of any political subdivision thereof, or taxation in any form on any real or personal property to pay any such bonds or the interest thereon, nor shall any bondholder

be entitled to payment of such principal and interest from any other funds of the City, the State of Florida, or any political subdivision thereof, other than from the security pledged by the District in such indenture.

8. **Insurance.** District will purchase and maintain public liability insurance with a minimum insured amount of at least \$1,000,000.00. In addition, the District shall maintain worker's compensation insurance, unemployment insurance, automobile liability (including personal injury, property damage, medical payments, and uninsured motorist), and any other mandatory insurance required by state or federal law. Upon request the District will furnish proof of insurance to the City in the form of certificates of insurance.

9. **Term.** Unless earlier terminated or extended by mutual agreement of the parties, this Agreement shall expire ninety-nine (99) years from the date hereof.

10. **Miscellaneous.** The District agrees that any equipment or capital items of inventory acquired pursuant to any assessment or Fire Impact Fee shall be delivered to, and become the property of the City, at the City's option, upon termination of this Agreement, provided the City agrees to assume liability for the payment of any outstanding debt associated with such equipment or inventory.

11. **Default.** In the event of default by either party under this Agreement, the non-defaulting party shall give prompt written notice of the default to the defaulting party. The defaulting party shall have thirty (30) days from the date of said notice to cure the default, except if the default is the provision of fire services in which case the defaulting party shall immediately resume providing fire services and continue to do so for a minimum of thirty (30) days from the date of said notice. In the event the default (other than provision of fire services) is not cured within thirty (30) days from the date of said notice then the non-defaulting party shall be entitled to terminate this Agreement without penalty. If the default is the provision of fire services the parties shall meet within thirty (30) days from the date of said notice in an attempt to resolve the default; however, if not resolved, then the non-defaulting party may terminate this Agreement without penalty.

12. **Notices.** All notices required to be given or made in this Agreement shall be deemed to have been fully given when in writing, sent by certified U.S. Mail, Return Receipt Requested or personally delivered or courier delivery and addressed as follows:

CITY

City of Leesburg
Attn: Al Minner
City Manager
501 W. Meadow Street
Leesburg, FL 34749

DISTRICT

Village Center Community Development District
Attn: Kenneth C. Blocker
District Manager
984 Old Mill Run
The Villages, FL 32162

13. **Amendment.** This Agreement may be modified in writing only by the mutual agreement of both parties in accordance with their respective laws, rules and procedures. Any amendments to this Agreement must be executed by both parties and recorded in the Public Records before becoming effective.

14. **Severability.** If any one or more of the covenants, agreements, or provisions of this Interlocal Agreement shall be held contrary to any expressed provision of law or contrary to any policy or expressed law, although not expressly prohibited, any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void, and shall be deemed separate from the remaining covenants, agreements, or provisions of this Agreement.

15. **Matters Unaffected.** No right or obligation that may currently or subsequently exist respecting the parties and their relationship one to the other shall be deemed waived or otherwise affected by this Agreement, unless such right or obligation is specifically addressed herein.

16. **Effective Date.** This Agreement shall become effective upon, (A) execution by the District and the City, and (B) recording of this Agreement in the Public Records of Lake County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representative on the day and year first above written.

AS TO CITY:

CITY OF LEESBURG, FLORIDA

ATTEST:

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

Approved as to Form

City Attorney

**STATE OF FLORIDA
COUNTY OF LAKE**

Before me, the undersigned Notary Public, personally appeared James A. Burry, Jr., who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as Mayor of the CITY OF LEESBURG, a Florida municipal corporation by [X] physical presence or [] online notarization, this day of May 2023, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public, State of Florida
My Commission expires

AS TO DISTRICT:

**VILLAGE CENTER COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

Kenneth C. Blocker, District Manager

By: _____
Print Name: _____
Title: _____

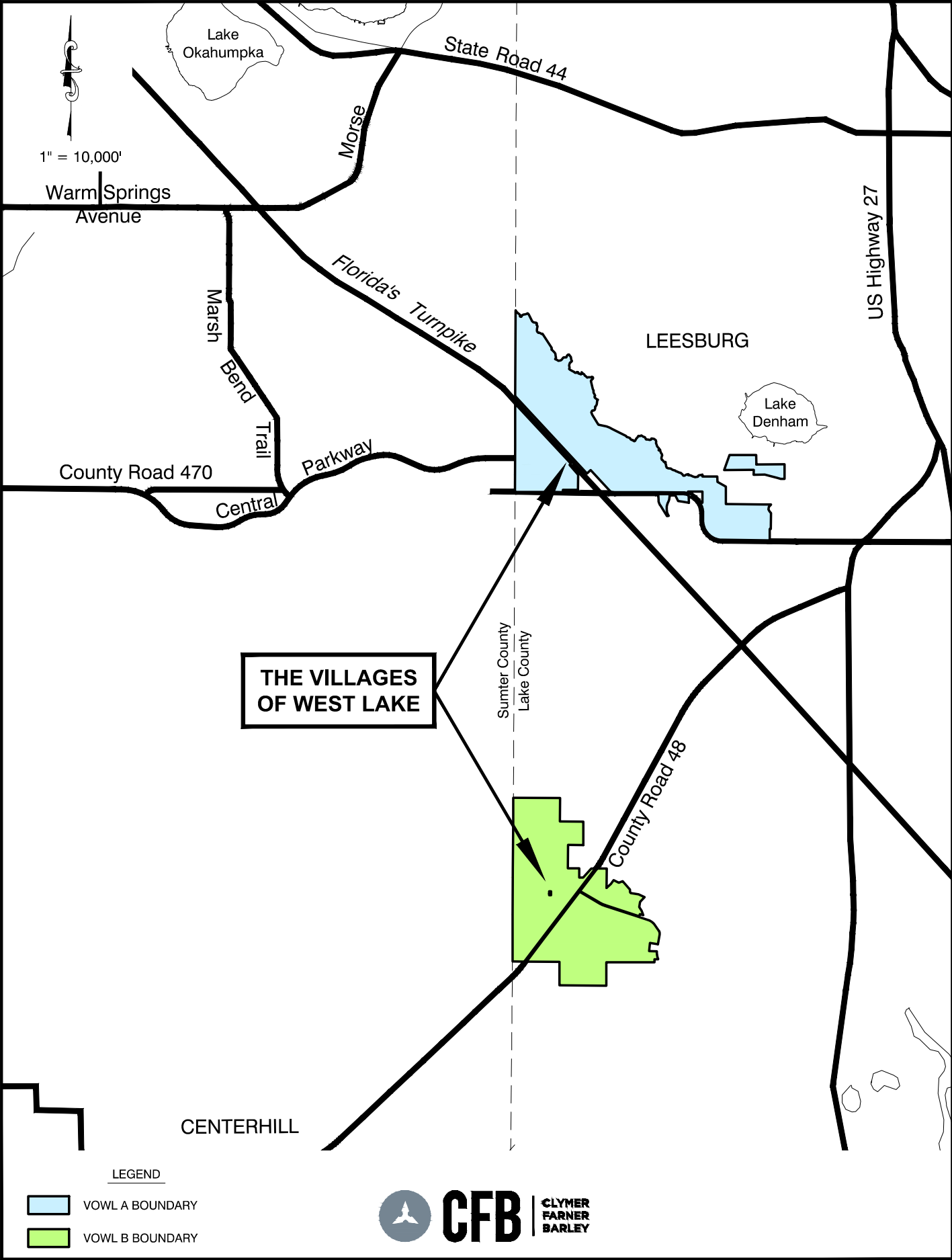
**STATE OF FLORIDA
COUNTY OF SUMTER**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this day of , 2023, by , as , of and on behalf of Village Center Community Development District, for the purposes expressed herein, who is personally known to me.

Notary Public – State of Florida
Print Name: _____
Commission Number: _____
Commission Expires: _____

EXHIBIT "A"

EXHIBIT A



GENERAL LOCATION MAP

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: May 22, 2023

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 55 +/- acres; and being generally located west of County Road 44 and south of East Treasure Island Avenue, lying in Section 01, Township 19 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 5; and providing an effective date. (Treasures Trove Ax)

Staff Recommendation:

The Planning and Zoning staff recommend approval of the proposed ordinance for annexation of Treasures Trove.

Analysis:

The applicant has submitted a request for annexation of approximately 55 acres of land generally located west of County Road 44 and south of East Treasure Island Avenue, as shown on the attached General Location Map. At this time, the property use consists of residential and timbered acreage. The current zoning is Lake County A (Agriculture); the proposed zoning is City PUD (Planned Unit Development).

The proposal of the property is a single-family residential subdivision. The property is surrounded by Lake County A (Agriculture), CP (Planned Commercial District), and CFD (Community Facility 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, had recommendations for approval from the staff and Planning Commission at the public hearing held on July 21, 2022.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

A positive fiscal impact will result from the annexation and development of this property due to increased tax revenue added to the General Fund. Future development of the property will increase this anticipated impact.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 55 +/- ACRES; AND BEING GENERALLY LOCATED WEST OF COUNTY ROAD 44 AND SOUTH OF EAST TREASURE ISLAND AVENUE, LYING IN SECTION 01, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 5; AND PROVIDING AN EFFECTIVE DATE. (TREASURES TROVE 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 approval 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 Jerome L. Henin (Agent) for Treasures Trove for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

Legal Description
(See Exhibit A);

Section 2.

All of the property, real and personal, within said annexed territory, described in Section 1 above, as provided by this ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the City of Leesburg, Florida, and the said annexed property shall be liable, proportionately, for all of the present outstanding and existing, as well as future, indebtedness of the City of Leesburg, Florida; that all of the ordinances of the City of Leesburg, and all the laws heretofore passed by the Legislature of the State of Florida relating to and which now or

hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed is hereby assigned to City Commission District 5;

Section 3.

All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 4.

This ordinance shall become effective immediately upon approval at second reading.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 22nd day of May 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Exhibit A
Legal Description

LEGAL DESCRIPTION

PARCEL 1: (ALT KEY 1779383)

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 19 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA.

PARCEL 2: (ALT KEY 1798892)

THAT PART OF LOTS 1 AND 2 LYING WEST OF THE WESTERLY LINE OF THE RIGHT-OF-WAY OF STATE ROAD NO. 44, LESS THE NORTH 208.71 FEET OF THE WEST 417.42 FEET OF LOT 1, AND ALL OF LOT 3, BLOCK 5, REVISED AND CORRECTED PLAT OF RE-SUBDIVISION OF SUBDIVISION OF SILVER LAKE ESTATES, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGES 66 THROUGH 69, INCLUSIVE, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 3: (ALT KEY 1494001)

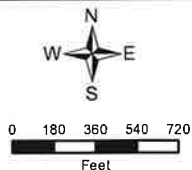
THE NORTH 208.71 FEET OF THE WEST 417.42 FEET OF LOT 1, BLOCK 5 OF SILVER LAKE ESTATES, ACCORDING TO THE REVISED AND CORRECTED PLAT OF RE-SUBDIVISION OF THE SUBDIVISION OF SILVER LAKE ESTATES, RECORDED IN PLAT BOOK 10, PAGES 66 THROUGH 69, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

CONTAINING 55.45 ACRES, MORE OR LESS.

Aerial



**Planning
& Zoning
Division**



Treasures Trove
East Treasure Island Avenue
AK#s: 1779383, 1798892, 1494001
Section 1, Township 19 South, Range 25 East
June 16, 2022

Surrounding Existing Land Uses

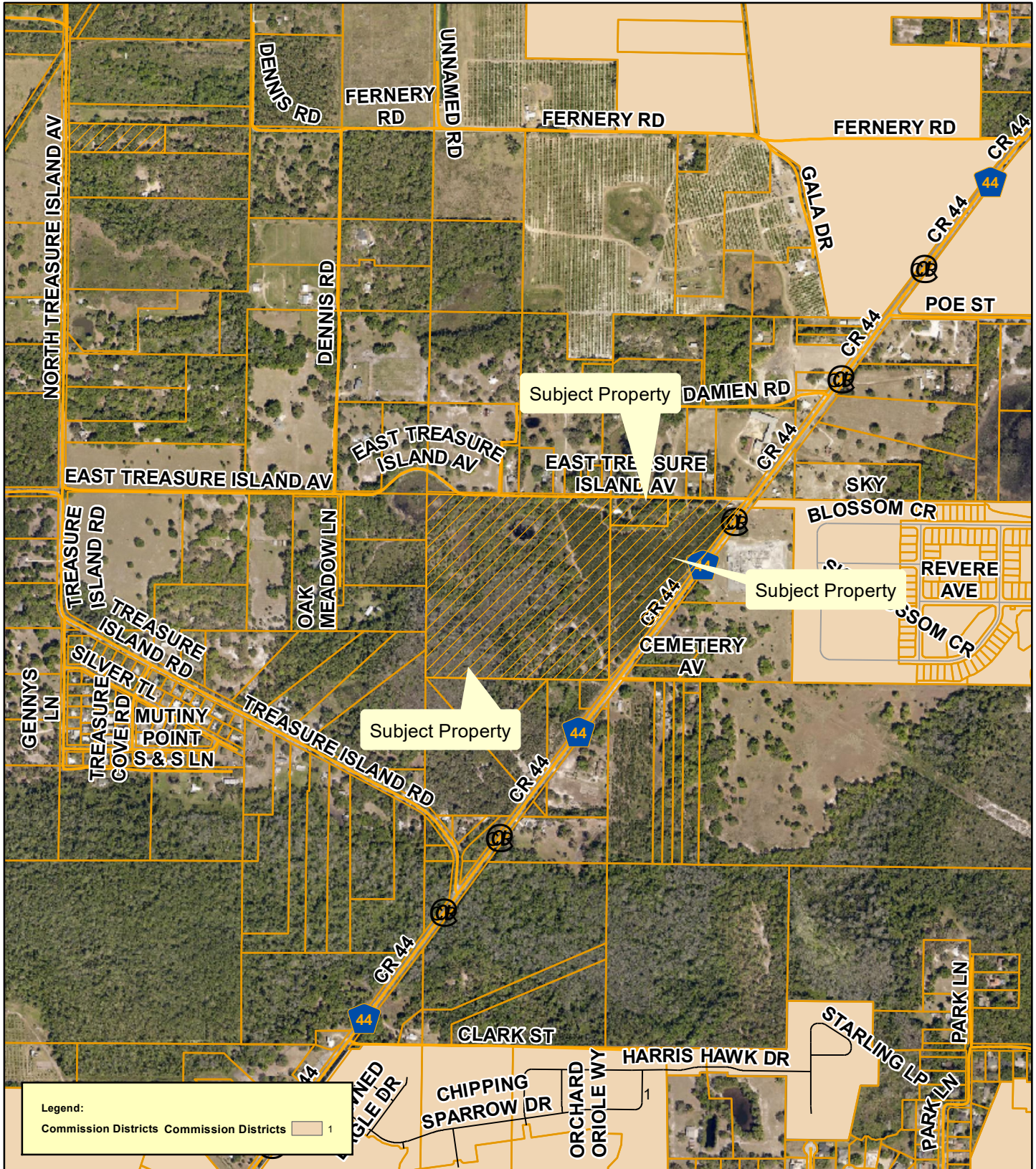


**Planning
& Zoning
Division**

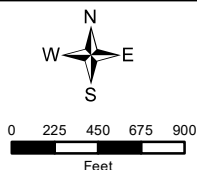


Treasures Trove
East Treasure Island Avenue
AK#s: 1779383, 1798892, 1494001
Section 1, Township 19 South, Range 25 East
June 16, 2022

Commission District



**Planning
& Zoning
Division**



Treasures Trove
East Treasure Island Avenue
AK#s: 1779383, 1798892, 1494001
Section 1, Township 19 South, Range 25 East
June 30, 2022

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.2.

Meeting Date: May 22, 2023

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 55 +/- acres from Lake County Rural Transition to City of Leesburg Estate Residential, for a property generally located west of County Road 44 and south of East Treasure Island Avenue, lying in Section 01, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date.
(Treasures Trove)

Staff Recommendation:

The Planning & Zoning Staff recommend approval and the Planning Commission recommended denial of the proposed large-scale comp plan amendment of the City's Future Land Use Map on 55 +/- acres from Lake County Rural Transition to City of Leesburg Estate Residential.

Analysis:

The project site is approximately 55 acres. The property is generally located west of County Road 44 and south of East Treasure Island Avenue. Currently, the property is residential and timber. The proposed use is for a single-family residential subdivision. The surrounding Future Land Use Map designations of Lake County Rural, Lake County Rural Transition, Lake County Regional Commercial, and Lake County Urban Low Density are 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.

This property lies within the ISBA (Interlocal Service Boundary Area) agreement. This agreement, which was approved by the 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 July 21, 2022 and recommended deniably a vote of 0-7. The Commission's recommendation was based on concerns about traffic along County Road 44. The City Commission heard the case (including revisions to the site plan from 155 units to 110 units) on February 27, 2023 and returned the case to the Planning Commission, which heard the case again on April 20, 2023. The Planning Commission again recommended disapproval by a vote of 2-5.

Procurement Analysis:

N/A

Options:

1. Approve the requested large-scale comprehensive plan amendment from Lake County Rural Transition to City of Leesburg Estate Residential; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

There is no direct fiscal impact to the City for this action. Future development of the property will increase this anticipated impact from collection of impact fees, ad valorem taxes and utility charges.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 55 +/- ACRES FROM LAKE COUNTY RURAL TRANSITION TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED WEST OF COUNTY ROAD 44 AND SOUTH OF EAST TREASURE ISLAND AVENUE, LYING IN SECTION 01, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (TREASURES TROVE)

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 55 acres of land generally located west of County Road 44 and south of East Treasure Island Avenue from Lake County Rural Transition to City of Leesburg Estate Residential, as shown on the revised map of said area, lying in Section 01, Township 19 South, Range 25 East, Lake County, Florida;

Section 2.

That this amendment was transmitted to the Department of Economic Opportunity as required by the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes;

Section 3.

All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 4.

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 22nd day of May 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Exhibit A
Legal Description

LEGAL DESCRIPTION

PARCEL 1: (ALT KEY 1779383)

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 19 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA.

PARCEL 2: (ALT KEY 1798892)

THAT PART OF LOTS 1 AND 2 LYING WEST OF THE WESTERLY LINE OF THE RIGHT-OF-WAY OF STATE ROAD NO. 44, LESS THE NORTH 208.71 FEET OF THE WEST 417.42 FEET OF LOT 1, AND ALL OF LOT 3, BLOCK 5, REVISED AND CORRECTED PLAT OF RE-SUBDIVISION OF SUBDIVISION OF SILVER LAKE ESTATES, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGES 66 THROUGH 69, INCLUSIVE, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 3: (ALT KEY 1494001)

THE NORTH 208.71 FEET OF THE WEST 417.42 FEET OF LOT 1, BLOCK 5 OF SILVER LAKE ESTATES, ACCORDING TO THE REVISED AND CORRECTED PLAT OF RE-SUBDIVISION OF THE SUBDIVISION OF SILVER LAKE ESTATES, RECORDED IN PLAT BOOK 10, PAGES 66 THROUGH 69, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

CONTAINING 55.45 ACRES, MORE OR LESS.



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

OWNER: Levy A. Wong, Trustee
PETITIONER: Traderscove Corporation, Jerome Henin
PROJECT: Treasures Trove
REQUEST: Large Scale Comprehensive Plan Amendment from Lake County Rural Transition to City of Leesburg Estate Residential
CASE NO.: LSCP-22-273

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request **for the following reason(s):**

1. This project meets the requirements of Chapter 163.3184 Florida Statutes, for Comprehensive Plan Amendments.
2. The proposed request, as conditioned in City of Leesburg case number PUD-22-274, is compatible with the adjacent future land use designations of City of Leesburg Estate Residential, and with Lake County designations of Urban Low Density, Rural and Rural Transition.
3. The proposed request, as conditioned in City of Leesburg Case number PUD-22-274, is compatible with the current surrounding zoning districts City of Leesburg PUD (Planned Unit Development), and with Lake County districts of CP (Planned Commercial District), CFD (Community Facility District) and A (Agriculture).
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 Rural Transition to City of Leesburg Estate Residential and forward the recommendation to the City Commission for consideration.

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

DATE: July 21, 2022

OWNER: Levy A. Wong, Trustee

PETITIONER: Traderscove Corporation, Jerome Henin

PROJECT: Treasures Trove

REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD (Planned Unit Development)

CASE NO.: LSCP 22-273; PUD-22-274

GENERAL LOCATION: The property is generally west of County Road 44 and south of East Treasure Island Avenue.

FUTURE LAND USE DESIGNATION: Lake County Rural Transition

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Rural Transition; Lake County Rural

South – Lake County Rural Transition

East – Lake County Urban Low Density; Lake County Regional Commercial

West – Lake County Rural Transition

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County A (Agriculture); Lake County CP (Planned Commercial District)

South – Lake County A (Agriculture)

East – Lake County A (Agriculture); Lake County CFD (Community Facility District)

West – Lake County A (Agriculture)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Residential; Timber

SURROUNDING LAND USE:

North – Residential; Agriculture

South – Agriculture

East – Agriculture

West – Agriculture; Institutional

PROPOSED LAND USE: Single Family Residential subdivision

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

DATE: July 5, 2022
OWNER: Levy A. Wong, Trustee
PETITIONER: Traderscove Corporation, Jerome Henin
PROJECT: Treasures Trove
REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD
(Planned Unit Development)
CASE NO.: LSCP 22-273; PUD-22-274

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 7/15/22

FIRE

No comments received as of 7/15/22

ELECTRIC

Electric has no objections. This will be serviced by Leesburg. Easements will be required on all lots, and WRA's to have a continuous path for electric. Once the subdivision is approved, design will start on underground power. Steve Davis 7/6/22

GAS

Natural gas is available and directed per city ordinance. Thank you, Brandon Smith 7/11/22

GIS

GIS has no comments. Tammy Magamoll 7/6/22

BUILDING

No comments received as of 7/15/22

PUBLIC WORKS

Public Works has no issues with this item, however the proponent should be advised that they will be required to run both potable and reuse lines throughout their development and if no reuse available they will install a potable jumper to the reuse line. Clifford Kelsey 7/7/22

ADDRESSING

No comments received as of 7/15/22

ECONOMIC DEVELOPMENT

No comments received as of 7/15/22

LAKE COUNTY PUBLIC WORKS

Attached is the comment letter from Lake County Public Works Department. Please let me know if you have any questions. Thanks, Seth Lynch 7/19/22

LAKE COUNTY SCHOOLS

The Treasure Trove PUD is subject to school concurrency prior to final site plan approval. The assigned schools for the project are: Treadway Elementary, Tavares Middle, and Tavares High. Thanks, Helen LaValley 7/12/22

PUBLIC RESPONSES

Approval

No comments received as of 7/15/22

Disapproval

2 disapprovals 2 with comments

No comment

No comments received as of 7/15/22

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

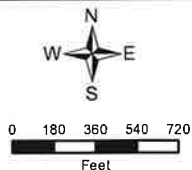
Sue L Wakefield – Horrible idea. I have lived here 50+ years. Over the years I have seen all sorts of wildlife on the property across the street. Raccoons, Opossum boxes, aa pair of pileated woodpeckers even a small bear passing through. It was pasture land and not a pine timber site where will the animals go??

Sue L. Wakefield – As a long time resident I know there is a wetland - (see map) area at the west end of this property. Also some old lovely big oak trees. East Treasure Island Ave is a very small road, barely 2 cars wide. Traffic would be a nightmare, with 2 other subdivisions going up within $\frac{3}{4}$ mile, there is no good reason for yet another one – except GREED!

Aerial

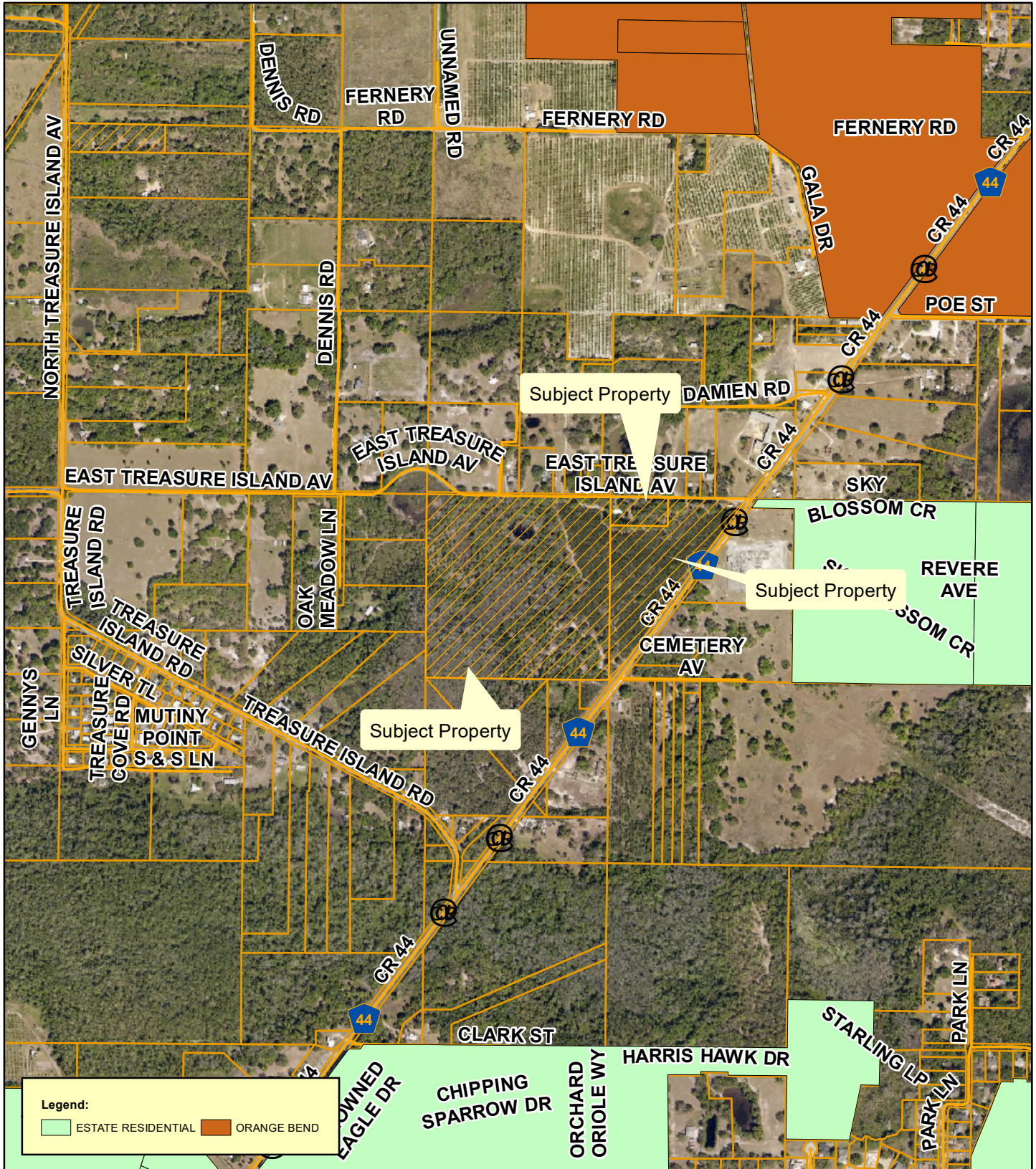


**Planning
& Zoning
Division**

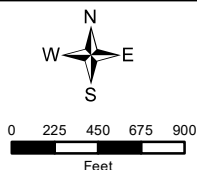


Treasures Trove
East Treasure Island Avenue
AK#s: 1779383, 1798892, 1494001
Section 1, Township 19 South, Range 25 East
June 16, 2022

Future Land Use

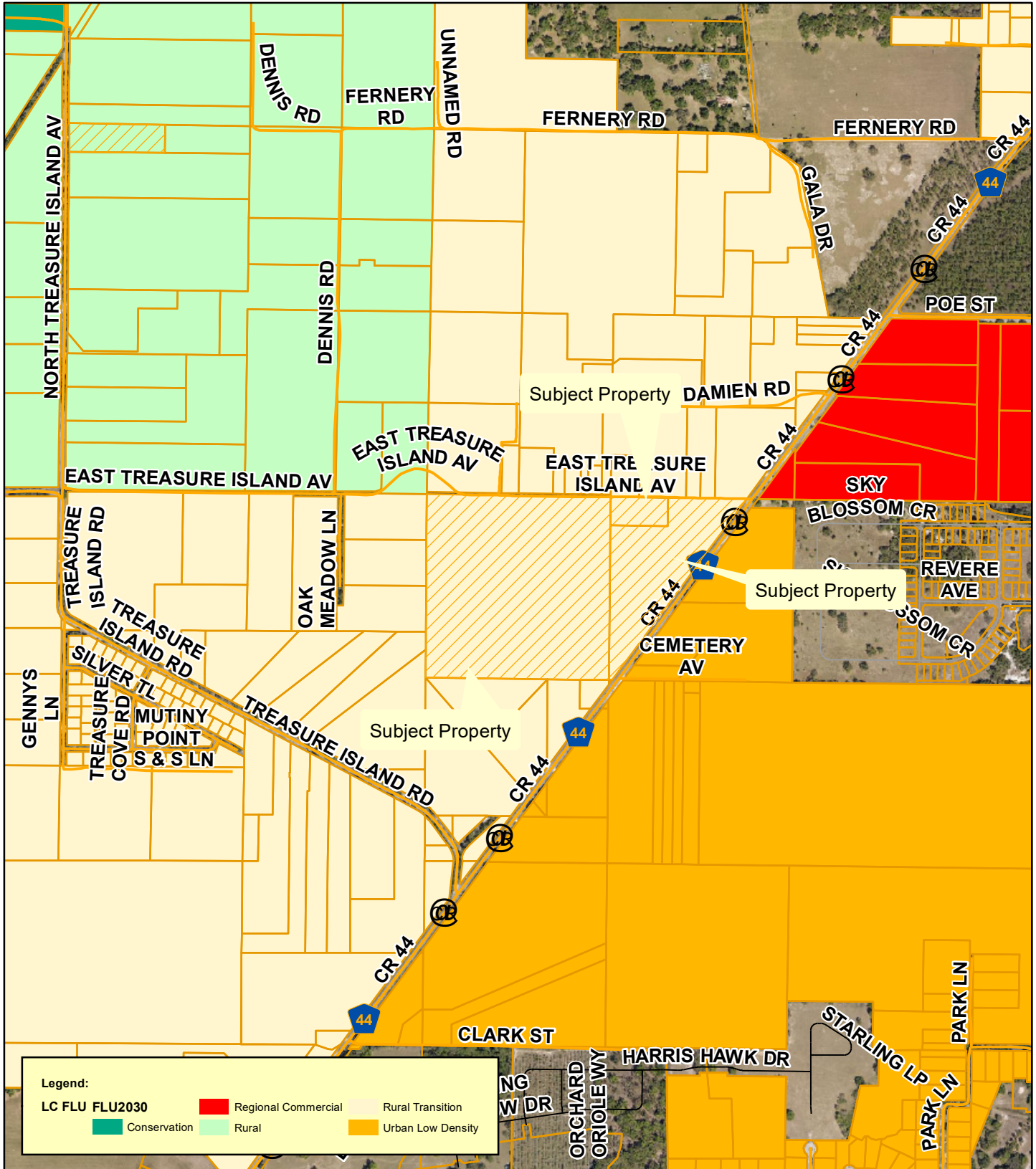


**Planning
& Zoning
Division**

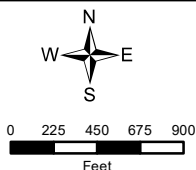


Treasures Trove
East Treasure Island Avenue
AK#s: 1779383, 1798892, 1494001
Section 1, Township 19 South, Range 25 East
June 30, 2022

Lake County Future Land Use

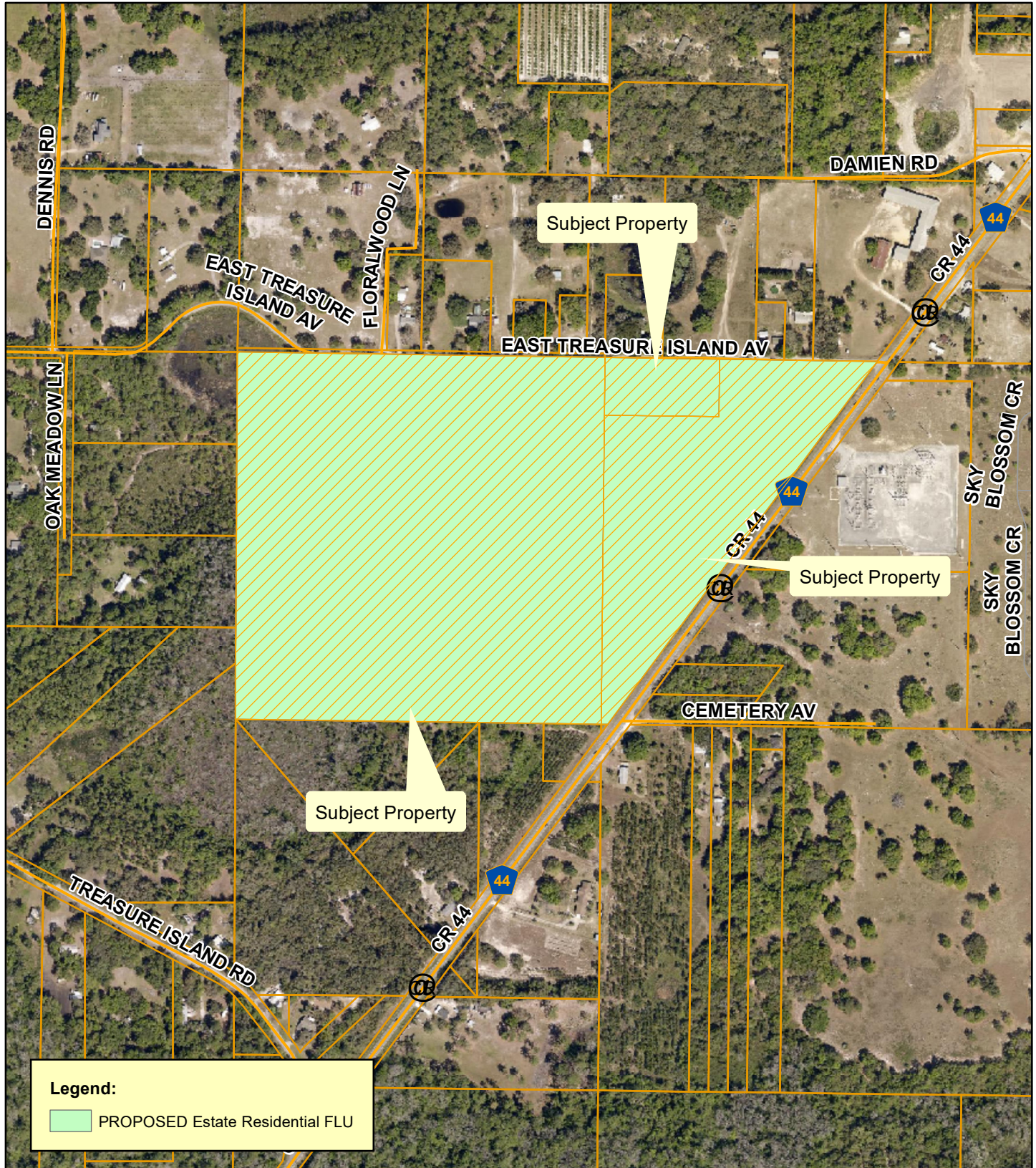


**Planning
& Zoning
Division**

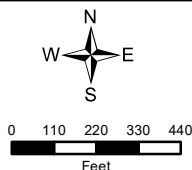


Treasures Trove
 East Treasure Island Avenue
 AK#s: 1779383, 1798892, 1494001
 Section 1, Township 19 South, Range 25 East
 June 30, 2022

PROPOSED Future Land Use



**Planning
& Zoning
Division**



Treasures Trove
East Treasure Island Avenue
AK#s: 1779383, 1798892, 1494001
Section 1, Township 19 South, Range 25 East
June 16, 2022

Surrounding Existing Land Uses

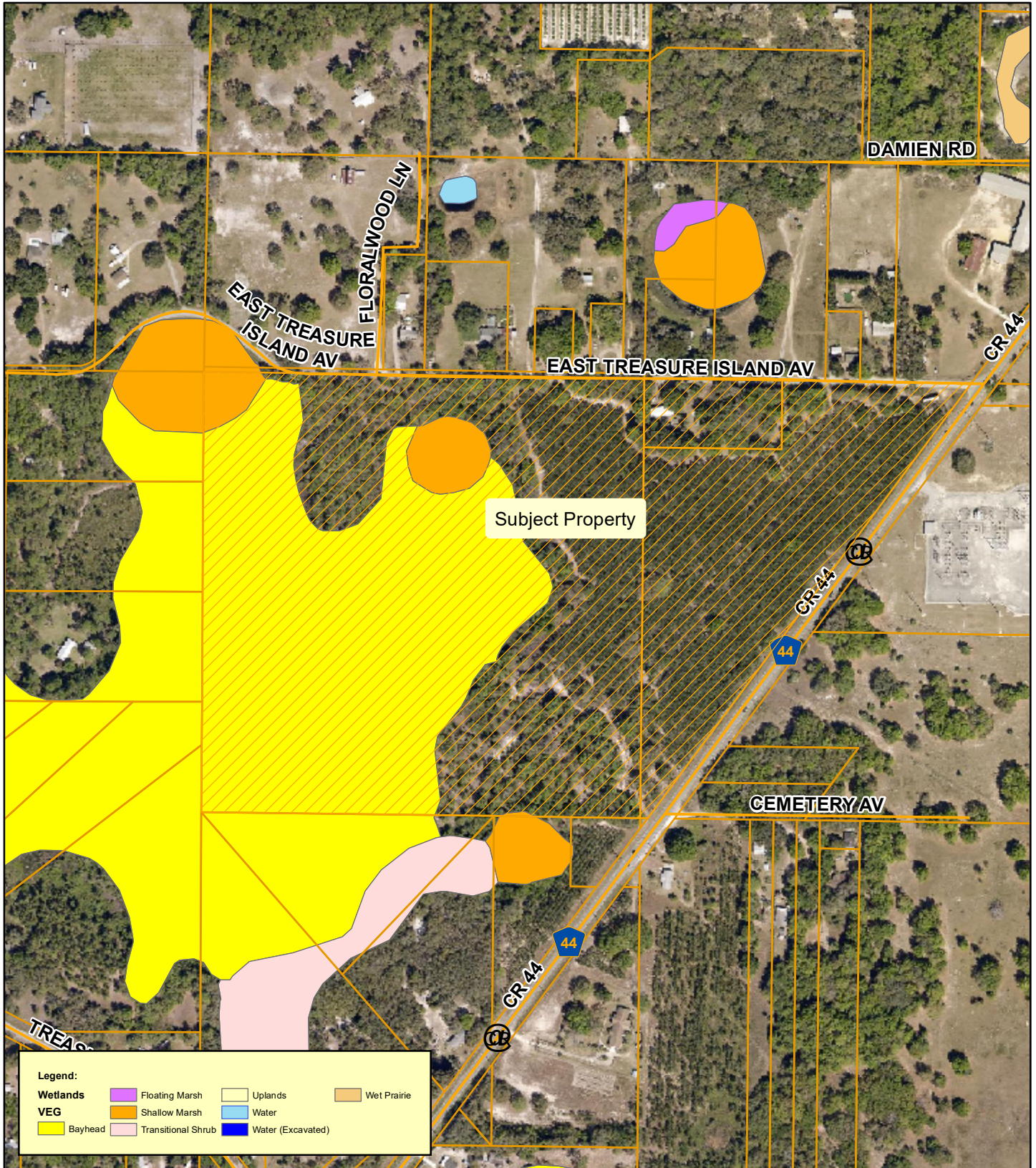


**Planning
& Zoning
Division**

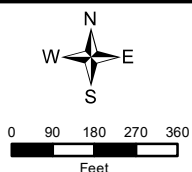


Treasures Trove
East Treasure Island Avenue
AK#s: 1779383, 1798892, 1494001
Section 1, Township 19 South, Range 25 East
June 16, 2022

Wetlands

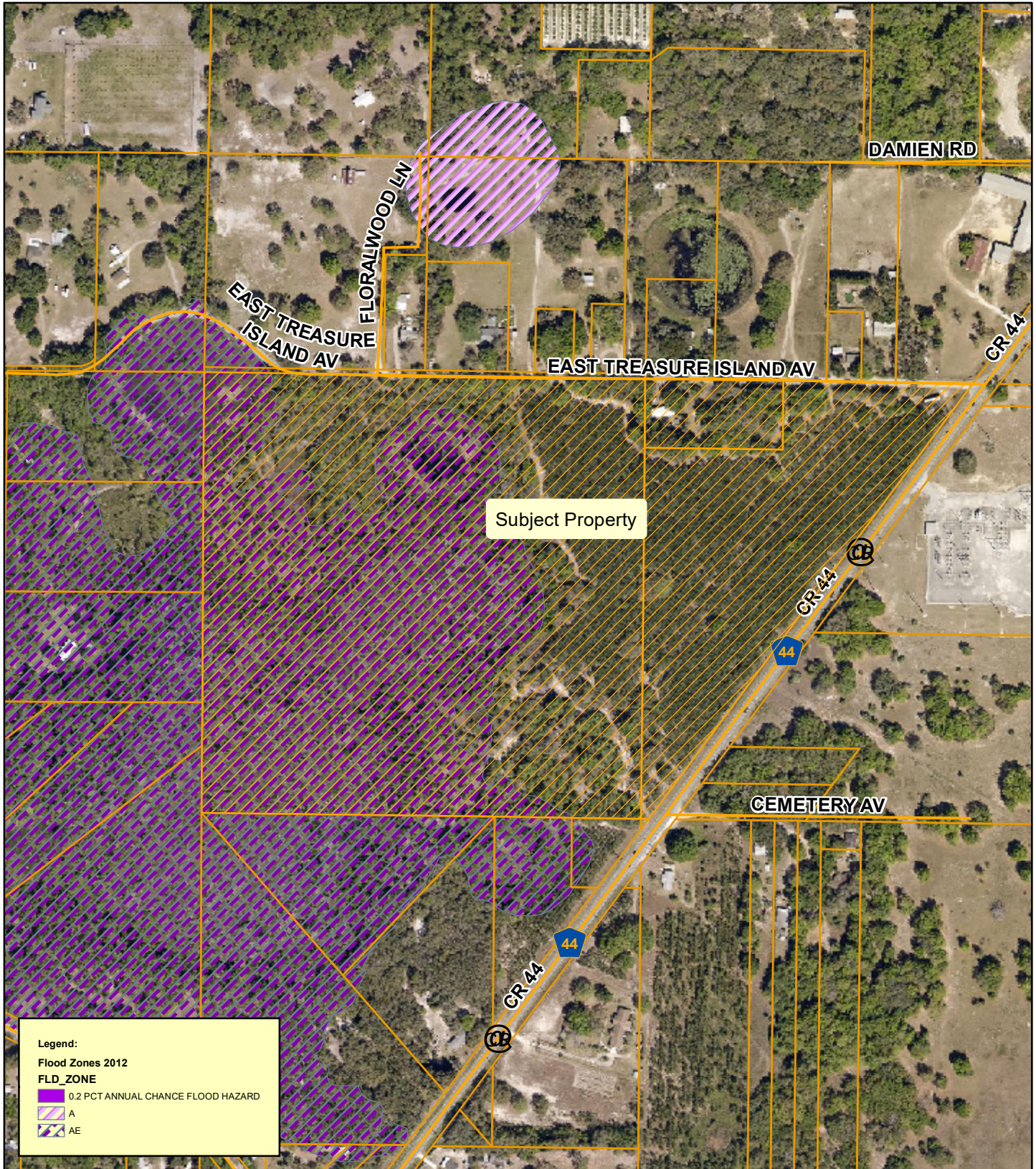


**Planning
& Zoning
Division**



Treasures Trove
East Treasure Island Avenue
AK#s: 1779383, 1798892, 1494001
Section 1, Township 19 South, Range 25 East
June 16, 2022

Flood Zones



**Planning
& Zoning
Division**



Treasures Trove
East Treasure Island Avenue
AK#s: 1779383, 1798892, 1494001
Section 1, Township 19 South, Range 25 East
June 16, 2022



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY HALL
THURSDAY, APRIL 20TH, 2023 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, April 20th, 2023, at City Hall.

Chairman Tim Sennett called the meeting to order at 4:30 p.m.

The following Commission members were present:

Tim Sennett - Chairman
Ted Bowersox – Vice-Chairman
John O’Kelley
Nathaniel Sanders
Frazier Marshall
Ze’Shieca Carter
Ken Simeone
Rosalind Peeples-Johnson

The following Commission members were absent:

Stewart Kaplan

City staff in attendance included Dan Miller, Planning & Zoning Director, Sabrina Mitchell, Administrative Assistant II, Kandi Harper, Senior Planner, Christine Rock, Senior Planner, Dianne Yekel, Senior Planner, Max Van Allen, Planner, Melissa Medders, Planner and City Attorney Grant Watson was also present.

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

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

dates are tentatively scheduled.

DRAFT SUMMARY MINUTES OF THE PLANNING COMMISSION MEETING FOR THURSDAY, MARCH 23RD, 2023.

Vice-Chairman Bowersox moved to APPROVE the draft minutes from the MARCH 23RD, 2023 meeting. Commissioner Sanders SECONDED the motion, which PASSED by a vote of 6-0.

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

Chairman Sennett called for the first case under old business be brought forward.

OLD BUSINESS

1) PUBLIC HEARING CASE # LSCP-22-273 – TREASURES TROVE – LARGE SCALE COMPREHENSIVE PLAN MAP AMENDMENT

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING 55 +/- ACRES, FROM LAKE COUNTY RURAL TRANSITION TO CITY OF LEESBURG ESTATE RESIDENTIAL FOR A PROPERTY GENERALLY LOCATED WEST OF COUNTY ROAD 44 AND SOUTH OF EAST TREASURE ISLAND AVENUE, AS LEGALLY DESCRIBED IN SECTION 10, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATE IS TENTATIVELY SCHEDULED FOR SECOND READING ON MONDAY, MAY 22, 2023)**

(Treasures Trove)

Dan Miller requested to discuss the next two cases together and vote on each case separately.

Dan Miller introduced case number #LSCP-22-273 – Treasure Trove – Large Scale Comprehensive Plan Amendment and case number #PUD-22-274 Planned Unit Development into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, and staff recommendations.

Mr. Miller gave a background and explanation of the subject property, location, zoning, went over PUD (Planned Unit Development), then stated there has been significant public opposition to the project, along with several meetings between the City staff, Lake County, the developers and local residents. The major changes to the requests are put forth by the local residents includes wetland protection, changes to the access points, and lowering of density.

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

Mr. Miller read the Staff Recommendations into the record for both cases; Staff supports both cases; recommended approval.

Chairman Sennett stated if the Commission have any questions of Staff.

Tara Tedrow of Lowndes Law representing the applicant stated a year since we have submitted coming back before you and changes made; 55 acre contemporary home inspired community; 110 variable sized lots, variety of lot sizes; multiple style homes and floorplans, long term preservation of quality wetlands of new buffers, improvements of local stormwater management; providing stormwater detention ponds; all runoff, provide treatment for the runoff, Stormwater Management System will provide compensating storage areas; flood storage capacity as necessary, comments/questions; regarding drainage and flooding on property; experts hired, required by City, analyzing the site; drainage/flooding, details after Zoning and entitlements, PUD; comply water management standards, County, City, State, Federal; mandates, requests; approval of annexation, comprehensive plan amendment Estate Residential and rezoning PUD, as supported by the staff, annexation; utilities to the City, master development plan process; read into the record.

On 5/3/2022; 1st submittal to City; PUD Zoning, proposed 155 lots, density of 2.8 du/ac, open space of 34.8%, including 1ac of recreational area, 2 full accesses, 1 on E. Treasure Island Ave. and 1 on CR 44, 2.61ac of Minor Wetland Impacts and 13.80ac of Wetlands to Remain, went over plan; submitted for approval, 11/22/22 master development plan changes; read into the record, 1/6/23 revised the entrance onto CR 44 to be a boulevard entrance (CC comment in November), 1/12/23 leaving wetland #2 and #3 undisturbed will total 16.41 of protected wetlands, reduced the lot count from 123 to 110 lots (Citizen Comment), showed the active recreational area (Citizen Comment), showed the typical interior roadway section (Planning Dept Comment), showed typical lot standards table, 1/30/23 provided typical landscape buffer section detail (Planning Dept Comment), provided 25' landscape buffer requirement table (Planning Dept Comment, Citizen Comment), provided tot lot notes (Planning Dept Comment, Citizen Comment), 2/6/23 as requested by Lake County, the entrance onto CR 44 was relocated southward. (Lake Co. Comment) Lake County approved the revised location; 2/13/23: email of access approval from Lake County Public Works Department, access on E. Treasure Island, multiple access; doesn't make sense, neighbors to north; ROW dedication, for standard County size road, access; 44, traffic engineer, submitted reports, reviewed studies; required, not creating deficiencies; traffic from 110 lots on CR 44, current vs. proposed FLU & Zoning; read into the record, proposed FLU: Estate Residential; lowest density FLU designation provided under the City's Comprehensive Plan, permits 4 DU/A, we are requesting 1.98, the ER FLU was meant for urbanized and rural areas, proposed building facades; elevations for homes, plan changes by the numbers; read into the record, current Henin Community; Riviera Bella, Debary, 208 acre Mediterranean Inspired Community on the Banks of St. Johns River; good example, community; has not flooded,

designed, same engineer; rely on experts, hired the right folks, requests; read into the record.

Chairman Sennett stated if anyone in the audience would like to speak on this case.

Citizens comments were based on: not against anti-building; not warranted, any subdivisions at 4 units per acre, retention areas; lined, at meeting; perk system, 4 more fatalities in immediate area since the meeting, widen 44 unknown, good stewards; for all of Lake County, article; housing boom, read into the record, huge growth; impact all of Lake County, water usage, water coming from; depleted, slow down development; all of Leesburg, take a step back; discover impact on Bldg., wildlife, environment; depend on all of us, please vote no, presentations presented into the record, Leesburg City Commission 1st reading 2/22/22, met with Mr. Henin and associates; fully against development due traffic, safety, and flooding concerns, Henin group; pursue high density proposal, not in harmony, went over contour map images; neighbors valid concern; increase in flooding, and standard trees on the corner of East Treasure Island Ave and CR 44 removed; replaced by impervious concrete surfaces; building slabs, driveways, roadways, and sidewalks, contour map; highest point Treasure Trove parcel, northeast corner; peak at 80', further west and south; elevation rapidly drops; 65', south of Treasure Island Road; elevation drops; 60', drops and elevations; significant, direct runoffs; south and west, nothing can be done; control runoff wetland #3, Treasure Island Road; two access points; safety concern; emergency services, or evacuation, stormwater runoff; concern, building on top of underground river; displace underground water into the neighboring properties; increase flooding risk, concerns; impact of traffic on CR 44 corridor, Rural Protection Area, asking Leesburg Planning & Zoning Board to protect unique rural community; Leesburg City Commission; deny application, Treasure Cove and Treasure Island communities are asking you to recommend denial of the Treasure Trove PUD-22-274.

At meeting the developer stated; runoff into wetlands, map provided of property in question; 20' drop, mitigate, fill to change contour, high density area; prevent runoff; went over coefficient chart, approximately 50% impervious residential; housing, roof, driveways, and roads; water going to go, proposal; continuous retention pond capture everything, fast/heavy rainfall; doesn't peculate, ponds fill up, runs, runoff carry newfound impurities, land dedication; properties north, conclusion read into the record; impact, neighbors, recourse; who responsible when flooding occurs due to building, low density; not effectively over 55 acres; not accurate, usable acreage true density, facades; not nice open green area, features of the Treasure Trove property; parcels, went over map; parcel number 1-3, outlined Treasure Trove property; Lake County Interactive map, comparing conceptual map with Lake County's Interactive map; issue small pond, development around it; effect ponds and wetlands; connect, whole development; clear cut, flow down slope, aerial photo of Treasure Trove; northwestern side facing 44; taken 2/6/23, standing water; after rainfall, fringed with latest concept, example of rain on a clear cut construction site, questions read into read; latest wetland study, results of study,

did it include all the wetland boundaries for shared neighborhood land parcels, why was this information not shared with the neighbors, development; future proofed, 100 year flood plan, map of flood zone; 2002 and 2012, not provided with updated flood zone map, significantly increased, water, something happened; even before development, City Ordinance; leap frog development, taking care of the environment, protecting against urban sprawl, annexed, 2003 study of 44; dates of sections completed by 2022, design for entrance, neighbors on north side; not spoken too, driveway; intersection safer, picture of intersection, 44 hasn't changed; worse, neighbors proposal; five times permitted today, 60 homes; a lot of additional traffic, maps provided to Commission, developer to be responsible; East Treasure Island Ave. and CR 44 intersection; much safer 90 degrees, 100' natural landscape buffer; smoother transition; surrounding rural community; nothing less than 5 acres, 100' natural landscape buffer; around the wetlands, along with larger retention ponds; alleviate flooding, unique parcel; lot going on, walking trail, biking trail, picnic areas; great selling point; blended rural lifestyle, single large recreation area; meet neighbors, not lot of front porches offered, keystone for standard; future development in area, submit a plan; more harmonious, compliments City staff and developer and staff; petition provided to Commission, gopher tortoises; concerns, a dozen tortoise holes found, Community meeting; map showed, different plan; can't develop with no impact on the wetlands, make decision; on what needs to be there compared to what can be there, more effort; make neighbors much happier, more homes; impact, need property to remain the same; helps air quality, need wetlands; keep the quality of water and life to sustain as it should be.

Tara Tedrow addressed comments from the citizens and stated traffic; deadly traffic on CR 44, County Road; County approval for redesign of access plan, concern; East Treasure and intersection, taking all cars on project; redesign, hopefully make neighbors happy, not putting any traffic, dedicating acreage necessary; County to do its job, Public Works make roads standard; neighbors to north, ROW access and easements necessary; improvements, East Treasure Island; not a problem, CR 44; expert studies and engineers, City requirements; application process, permitting requirements; impacts to wetlands, proper channels; hiring experts, not just Code; make decision; Rezoning, standard; competent and substantial evidence, submit civil engineers, traffic engineers, reports by environmentalists, to back up, decision making; has to be based on data and facts provided; expert testimony, Planning Staff, studies submitted, plans designed; expert engineers, a lot of effort; redesign plans, access management; Code from County/City, upland buffer requirements, Water Management District, wetland, setbacks; standards, accounted for on plans, construction level planning, CR 44; Lake County Sheriff, two reported accidents within a mile of site; both in February of 2023, deadly road; not backed up, wetland issues; Treasure Trove wetlands shared with neighbors; protection, environmental experts; flagged property, September 2021, study done, flagged property, GIS map; not a true representation of wetland limits; district; won't allow this type of map, wetland limits; surveyed, shown on master development plan, public records submittal package, correct wetland lines; as shown on development plan, runoffs; stormwater ponds; developed sites, surface runoffs; read into the record, not

correct statement; pumping into wetlands, specifically drainage systems, changed having stormwater management, drainage system in place; collects and treats it; treatment before goes in, no wetland impacts; on site wetlands, 25' upland buffer, 50' setbacks; existing Code, existing wetlands; not changing in size, flood zone elevation; impact flood stage, construction level approval; PUD plan, base flood elevation; not raised on property, water runoff; treatment in place; drainage, controls in place, steps; flooding, wetlands/upland buffers; staked by surveyor, contractor install all erosion control measures; Code requirements, necessary steps; after PUD; for permit approval, client; try to mitigate concerns; redesigned plans, high density development; lowest density allowed; 4 dwelling units per acre, can't be high density, 2 dwelling units per acre, Lake County; rural transition; allows 1:1, 50% open space, complying with City requirements; not County Code, no other residential FLU; lower, asking for half; COMP plan, future land use designation; residential development, 1.9 dwelling units per acre, recommendation of approval based on all the changes; Planning Staff recommendation for approval; in line with professional Staff; for recommendation PUD rezoning and COMP plan designation.

Chairman Sennett stated if the Commission have any questions of the applicant.

Commissioners, and Mr. Miller discussed gopher tortoises; not endangered, threatened, protection removed by State level; concessions being made for the gopher tortoises; Tara Tedrow replied State hasn't removed any of their official wildlife services, permitting requirements, DEP, for anything environmental impactful; environmental studies done, mitigate gopher tortoises; relocate them to permanent protected areas, go back out; rerun study, mitigate at time; legally permitted, overseen by State; submit for permits; current road entrance; Tara Tedrow went over master development plan concerning the access on East Treasure Island and CR 44 for clarification of the Commission; lot size and units; Tara Tedrow replied 50x110, 50x120, and 60x120; Dan Miller replied 1500; smaller lots min, and 1700'; larger lots min., density, highlands; 4 units per acre; buildable, not in favor of density, traffic; major concern; issue, can't agree with plan, future; zoning considerations, buildable lots; Dan Miller replied standards are placed into PUD with requirements from City, State, St. John's, DOT, site access; County, PUD go over those types of standards; acknowledging that agency authority; City backs agency, residents FLU; zoning change; Dan Miller went over zoning and PUD for clarification purposes; County; zoned agricultural, 1 dwelling for every 5 acre parcel, County COMP plan, rural transition; 1:5, not 4 units on 1 acre. Dan Miller stated rural transition; 1:1, with 50% open space.

Grant Watson, City Attorney stated the PUD is the plan for the development, so if the Commission satisfied with that particular plan or not; PUD provides some flexibility in terms of how you can develop the property a little bit different than a straight Zoning classification.

Chairman Sennett closes discussion from the Public, entertained a motion, and then the voting took place.

Commissioner Marshall made a MOTION for DENIAL of case # LSCP-22-273 – TREASURE TROVE – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT Commissioner Simeone SECONDED the MOTION which CARRIED by a vote of 2-5.

Chairman Sennett called for the second case under old business be brought forward.

2) PUBLIC HEARING CASE # PUD-22-274 – TREASURES TROVE – PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 55 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR RESIDENTIAL DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED WEST OF COUNTY ROAD 44 AND SOUTH OF EAST TREASURE ISLAND AVENUE, AS LEGALLY DESCRIBED IN SECTION 10, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATE IS TENTATIVELY SCHEDULED FOR SECOND READING ON MONDAY, MAY 22, 2023)**
(Treasures Trove)

Chairman Sennett entertained a motion, and then the voting took place.

Commissioner O'Kelley made a MOTION for DENIAL of case # PUD-22-274 – TREASURE TROVE – PLANNED UNIT DEVELOPMENT Commissioner Simeone SECONDED the MOTION which CARRIED by a vote of 2-5.

DISCUSSION

None

ANNOUNCEMENTS

Dan Miller introduced to the Commission the newest alternate member of the Planning Commission Rosalind Peeples-Johnson, and stated moving forward from today we will be alternating Ken Simeone and Rosalind Peeples-Johnson as they are needed and thanks them both for being on the Commission.

ADJOURNMENT

Meeting was adjourned at 6:39 p.m.

Tim Sennett, Chairman

Sabrina Mitchell, Administrative Assistant II

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.3.

Meeting Date: May 22, 2023

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 55 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow a single-family residential subdivision for a property generally located west of County Road 44 and south of East Treasure Island Avenue, lying in Section 01, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Treasures Trove)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for a single-family residential subdivision.

Analysis:

The project site is approximately 55 +/- acres, and is generally located west of County Road 44 and south of East Treasure Island Avenue as shown on the attached maps. At this time, the property is residential and timber. The proposal will allow for a single-family residential subdivision. The existing land uses surrounding the property are residential, pasture, and timber. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on July 21, 2022 and recommended deniably a vote of 0-7. The Commission's recommendation was based on concerns about traffic along County Road 44. The City Commission heard the case (including revisions to the site plan from 155 units to 110 units) on February 27, 2023 and returned the case to the Planning Commission, which heard the case again on April 20, 2023. The Planning Commission again recommended disapproval by a vote of 2-5.

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.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 55 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW A SINGLE-FAMILY RESIDENTIAL SUBDIVISION FOR A PROPERTY GENERALLY LOCATED WEST OF COUNTY ROAD 44 AND SOUTH OF EAST TREASURE ISLAND AVENUE, LYING IN SECTION 01, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (TREASURES TROVE)

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

Section 1.

Based upon the petition of Jerome L. Henin (Agent) for Treasures Trove, Inc. of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit A)

Section 2.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 22nd day of May 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

**TREASURES TROVE SUBDIVISION
PUD (PLANNED UNIT DEVELOPMENT CONDITIONS)
July 21, 2022**

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 **Traderscove Corporation, P.O. Box 940, Winter Park, Florida 32970 (Jerome Henin,- Agent)** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 “Zoning”, Section 25-278 “Planned Unit Development” of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed residential development consisting of approximately 55.45 acres containing a maximum of 110 detached single-family residential units generally located south of East Treasure Island Avenue and west of State Road 44, 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 **Traderscove Corporation, P.O. Box 940, Winter Park, Florida 32970 (Jerome Henin, - Agent) Agent)** to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.
2. **LEGAL DESCRIPTION**
See attached **Exhibit B, Legal Description**.
3. **LAND USE**
The above-described property, containing approximately 55.45 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. Duplex/Triplex uses
 - 2. Multi-family units (Apartments)
 - 3. Townhouses (single family attached units)
 - 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 110 detached single-family residential units, at a gross density not to exceed 2.0 units per acre on the approximately 55.45-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 65%. Community and private swimming pools shall not count toward the impervious surface calculation.
- D. The minimum lot development standards shall be as follows:
 - 1. For 50 x 110-foot lots:
 - a. Minimum house size: 1,500 square feet
 - i. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
 - b. Minimum lot size shall be 5,500 square feet.
 - c. Minimum lot width 50 feet
 - d. Minimum lot depth 110 feet
 - e. Minimum building setbacks:
 - Front – 25 feet;
 - Porch – 20 feet (porch must be a minimum width of 5 feet).
 - Rear – 18 feet;
 - Side – 5 feet;
 - Corner Side – 15 feet.

2. For 50 x 120-foot lots:
 - a. Minimum house size: 1,500 square feet
 - i. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
 - b. Minimum lot size shall be 6,000 square feet.
 - c. Minimum lot width 50 feet
 - d. Minimum lot depth 120 feet
 - e. Minimum building setbacks:
 - Front – 25 feet;
 - Porch – 20 feet (porch must be a minimum width of 5 feet).
 - Rear – 18 feet;
 - Side – 5 feet;
 - Corner Side – 15 feet.
3. For 60 x 120-foot lots:
 - a. Minimum house size: 1,700 square feet
 - i. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
 - b. Minimum lot size shall be 7,200 square feet.
 - c. Minimum lot width 50 feet
 - d. Minimum lot depth 120 feet
 - e. Minimum building setbacks:
 - Front – 25 feet;
 - Porch – 20 feet (porch must be a minimum width of 5 feet).
 - Rear – 18 feet;
 - Side – 7.5 feet;
 - Corner Side – 15 feet.

E. For all structures:

1. Each residential structure shall have a minimum two car garage.
2. Each single-family lot of less than sixty (60) feet in width shall have gutters constructed on the primary structure in a manner designed to direct stormwater into the appropriate flow path away from the foundation of the house.
3. Minimum distance between structures shall be as noted in in Section B *Development Standards* contained herein; as measured from building wall to building wall.
4. Roof overhang shall not exceed forty (40) percent of the distance between the building wall and the property line.
5. Maximum building height: two (2) stories or 35 feet.
6. 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.
7. 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.

8. Solid roof structures attached to the residence must meet the required rear setback as noted under “Minimum building setbacks.”
9. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions set forth herein.

5. DESIGN/ARCHITECTURAL STANDARDS

A. All buildings shall utilize at least five (5) of the following design features to provide visual relief along all elevations of the single-family units. Designs may vary throughout the development.

1. Dormers
2. Gables
3. Recessed or raised entries
4. Covered porch entries
5. Cupolas
6. Pillars or decorative posts
7. Bay window (minimum 12-inch projections)
8. Eaves (minimum 6-inch projections)
9. Front windows with arched glass tops and minimum 4-inch trim.
10. Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
11. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
12. Stone accents
13. Shutters
14. Board and batten siding
15. Hardy board siding
16. Raised banding
17. Craftsman style garage doors

B. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:

1. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
3. All textured stucco shall be permitted subject to the provision of at least five (5) unique design features such as recessed garages, tile or metal roofs, arched

windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco.

4. For all designs, architectural facades and features shall be submitted and reviewed by the Planning and Zoning Manager or designee for compliance prior at time of site plan review.
- C. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Manager or designee.
- D. The architectural styles and facades shown in **Exhibit D, Façade Samples** herein are considered conceptual.
- E. The Permittee shall utilize “Dark Sky” lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are shown on as **Exhibit E**, attached hereto.

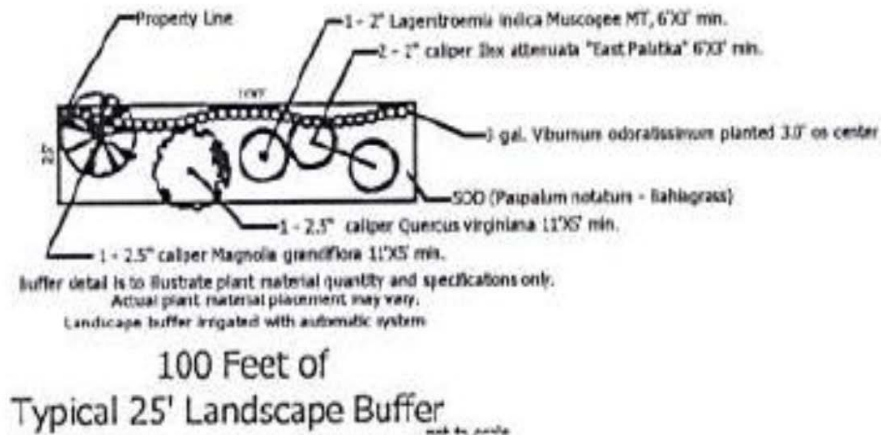
6. **OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS**

- A. A minimum of 35% open space shall be provided throughout the development. Open space may consist of buffers, wetlands retention and recreation areas.
- B. A minimum twenty-five (25) foot buffer tract with plantings as shown in Figure A below, shall be provided along the entire boundary of the property
- C. Each platted single-family residential lot of record shall contain a minimum of one canopy tree, located within in the front yard, selected from the list of trees within the City of Leesburg Code of Ordinances, *Section 25-328 Table 1, Canopy Trees*, plus at least one canopy or understory tree, located in the back yard. All other requirements for tree planting based on lot size under the Code of Ordinances shall remain in effect.
- D. A spilt-rail fence, of either wood or vinyl/synthetic construction, shall be installed around the entire perimeter of the property. This fence shall be installed at a minimum height of four (4) feet. Said fence shall be maintained by the Property Owners or Homeowners Association. A solid six-foot fence of PVC or other synthetic material, shall be allowed as an option to the split-rail fence.
- E. 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.
- F. 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



- G. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Manager or designee, to the extent that the overall intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.
- H. 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 consist of at least one primary access point on State Road 44, and one alternate emergency-only access point on East Treasure Island Avenue, as legally prescribed by Lake County Public Works, and/or FDOT as applicable, and shown on the Master Development Plan - Exhibit C, as amended. All access points are conceptual and subject to Lake County review. Actual location and design of all roads shall be determined during the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject to site plan application review process.
- B. All access points shall be designed to allow emergency access vehicles room to maneuver. This entrance shall be reviewed and adjusted by staff as needed at the Site Plan and Construction Plan review.
 1. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be reviewed by Lake County Public Works.
 2. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
 3. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.
- C. 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.
- D. The primary access point shall provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height, on each side of the entryway. This may be used for signage per City of Leesburg Code of Ordinances, as amended.

- E. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Planning and Zoning Manager or designee, where the architectural style would be in keeping with the intent of these sign regulations.
- F. Roadway interconnectivity shall be provided as shown on the Conceptual Site Plan – Exhibit C, as needed, to allow for connection points between this development and future development of adjacent properties.

8. **TRANSPORTATION IMPROVEMENTS**

- A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of required sidewalks, recreation paths etc.
- B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, and including any off-site improvements legally required by Lake County, the Lake-Sumter MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee.
- C. The Permittee shall provide necessary traffic improvements within and adjacent to the development which are legally required by Lake County, the Lake-Sumter MPO and City of Leesburg.
- D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.
- E. The Permittee shall be responsible for obtaining all necessary legally required Lake County permits and a copy of all permits shall be provided to the City of Leesburg.
- F. The City of Leesburg shall not be responsible for the construction of any roads or transportation improvements.
- G. All roads within the development shall be constructed to meet the City of Leesburg's standards, ARTICLE VII – TECHNICAL STANDARDS, as amended.
 - 1. Should the Permittee (or designee) desire to dedicate the proposed project's internal road system to the City of Leesburg; the Permittee shall demonstrate to the satisfaction of the City of Leesburg that the road system is in suitable condition and meets all City road design requirements.
 - 2. Should the Permittee (or designee) choose to retain the roadways, the Permittee shall establish an appropriate legal entity that shall accept responsibility to pay the cost and perform all services required to maintain the roads and transportation improvements to City of Leesburg codes and

standards, as amended. A Homeowners or Property Owners Association, or other such legal entity will be considered acceptable.

- H. Sidewalks shall be provided on both sides of the entrance road(s) and internal roads, and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall contain sidewalks on both sides of each street. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

9. UTILITIES

Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
- B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new home projects in the city, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.
- C. Developer shall be responsible for the installation of a natural gas water heater and natural gas furnace in eighty percent (80%) of all homes in the development as required by the City of Leesburg Code of Ordinances as amended.
- D. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

10. STORMWATER/DRAINAGE MANAGEMENT

All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's or property owners association is an acceptable maintenance entity.
- D. The existing 100-year flood plain on the property shall be shown on all plans and lots.
- E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.
- G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.
 - 1. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
 - 2. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

11. WETLANDS, FLOOD ZONES & WILDLIFE

- A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.
- B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St.

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

- C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.
- D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.
- E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.
- F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.
- G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.
- H. A map indicating the location of the 100-year flood plain.
- I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USAGE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-327, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.

- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

13. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall be provided at a rate of 200 square feet per residential unit, and shall consist of not less than 31,000 square feet (0.71 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 maximum 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 these PUD Conditions of Approval, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.

- B. Implementation of the project shall substantially commence one-hundred twenty (120) months after approval of this Planned Development. In the event, the conditions of the PUD have not been substantially implemented during the required time period, the City of Leesburg shall have the option of scheduling the PUD, with due notice to the owner and surrounding property owners, for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to another appropriate zoning classification.
- C. As part of the overall development process, if the project is constructed in phases, then plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

16. MISCELLANEOUS CONDITIONS

- 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 these PUD Conditions of Approval shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

17. LEVELS OF SERVICE

- A. Levels of Service
 - a. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid water. No final development order (site plan and building

permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1. Projected Capacities

i. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

C. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

D. Commitment of Capacity

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

E. Ability to Provide Services

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

18. NOTICE REQUIREMENTS

A. Agricultural operations are acknowledged to exist in the immediate area of the proposed development contemplated by this document. Section 823.14, F.S., protects existing agricultural operations which may, by their normal operations, potentially create noise or offensive odors. In order to reduce potential conflict and provide information regarding nearby agricultural operations, the developer/builder shall provide, prior to sale of any or all of the land contemplated within this document, a specific notice to each purchaser that agricultural operations are protected under Section 823.14, F.S., for the expressed purpose of eliminating potential complaints regarding such operations from property owners choosing to purchase land in the area of an existing agricultural operation.

EXHIBIT B
(provided by applicant)

LEGAL DESCRIPTION

LEGAL DESCRIPTION

PARCEL 1: (ALT KEY 1779383)

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 19 SOUTH, RANGE 25 EAST,
IN LAKE COUNTY, FLORIDA.

PARCEL 2: (ALT KEY 1798892)

THAT PART OF LOTS 1 AND 2 LYING WEST OF THE WESTERLY LINE OF THE RIGHT-OF-WAY OF STATE
ROAD NO. 44, LESS THE NORTH 208.71 FEET OF THE WEST 417.42 FEET OF LOT 1, AND ALL OF LOT 3,
BLOCK 5, REVISED AND CORRECTED PLAT OF RE-SUBDIVISION OF SUBDIVISION OF SILVER LAKE ESTATES,
ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGES 66 THROUGH 69,
INCLUSIVE, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 3: (ALT KEY 1494001)

THE NORTH 208.71 FEET OF THE WEST 417.42 FEET OF LOT 1, BLOCK 5 OF SILVER LAKE ESTATES,
ACCORDING TO THE REVISED AND CORRECTED PLAT OF RE-SUBDIVISION OF THE SUBDIVISION OF
SILVER LAKE ESTATES, RECORDED IN PLAT BOOK 10, PAGES 66 THROUGH 69, INCLUSIVE, OF THE PUBLIC
RECORDS OF LAKE COUNTY, FLORIDA.

CONTAINING 55.45 ACRES, MORE OR LESS.

EXHIBIT D

FAÇADE SAMPLES





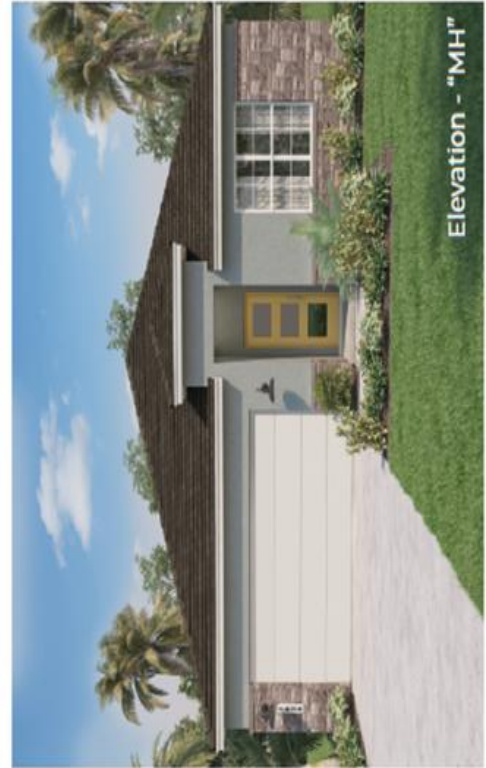




Elevation - "MG"



Elevation - "MS"



Elevation - "MH"



TYPICAL DARK SKY LIGHTING FIXTURES

Examples of Acceptable / Unacceptable Lighting Fixtures

Unacceptable / Discouraged

Fixtures that produce glare and light trespass

Unshielded Floodlights or Poorly-shielded Floodlights

Unshielded Wallpacks & Unshielded or Poorly-shielded Wall Mount Fixtures

Drop-Lens & Sag-Lens Fixtures w/ exposed bulb / refractor lens

Unshielded Streetlight

Unshielded Bollards

Unshielded Barn Light

Unshielded 'Period' Style Fixtures

Drop-Lens Canopy Fixtures

Unshielded PAR Floodlights

Acceptable

Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night

Full Cutoff Fixtures

Fully Shielded Wallpack & Wall Mount Fixtures

Fully Shielded Fixtures

Full Cutoff Streetlight

Fully Shielded Barn Light

Fully Shielded Walkway Bollards

Fully Shielded Decorative Fixtures

Fully Shielded 'Period' Style Fixtures

Flush Mounted or Side Shielded Under Canopy Fixtures

Shielded / Properly-aimed PAR Floodlights

Illustrations by Bob Ciesin © 2005. Rendered for the Town of Southampton, NY. Used with permission.

Exhibit A

Legal Description

LEGAL DESCRIPTION

PARCEL 1: (ALT KEY 1779383)

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 19 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA.

PARCEL 2: (ALT KEY 1798892)

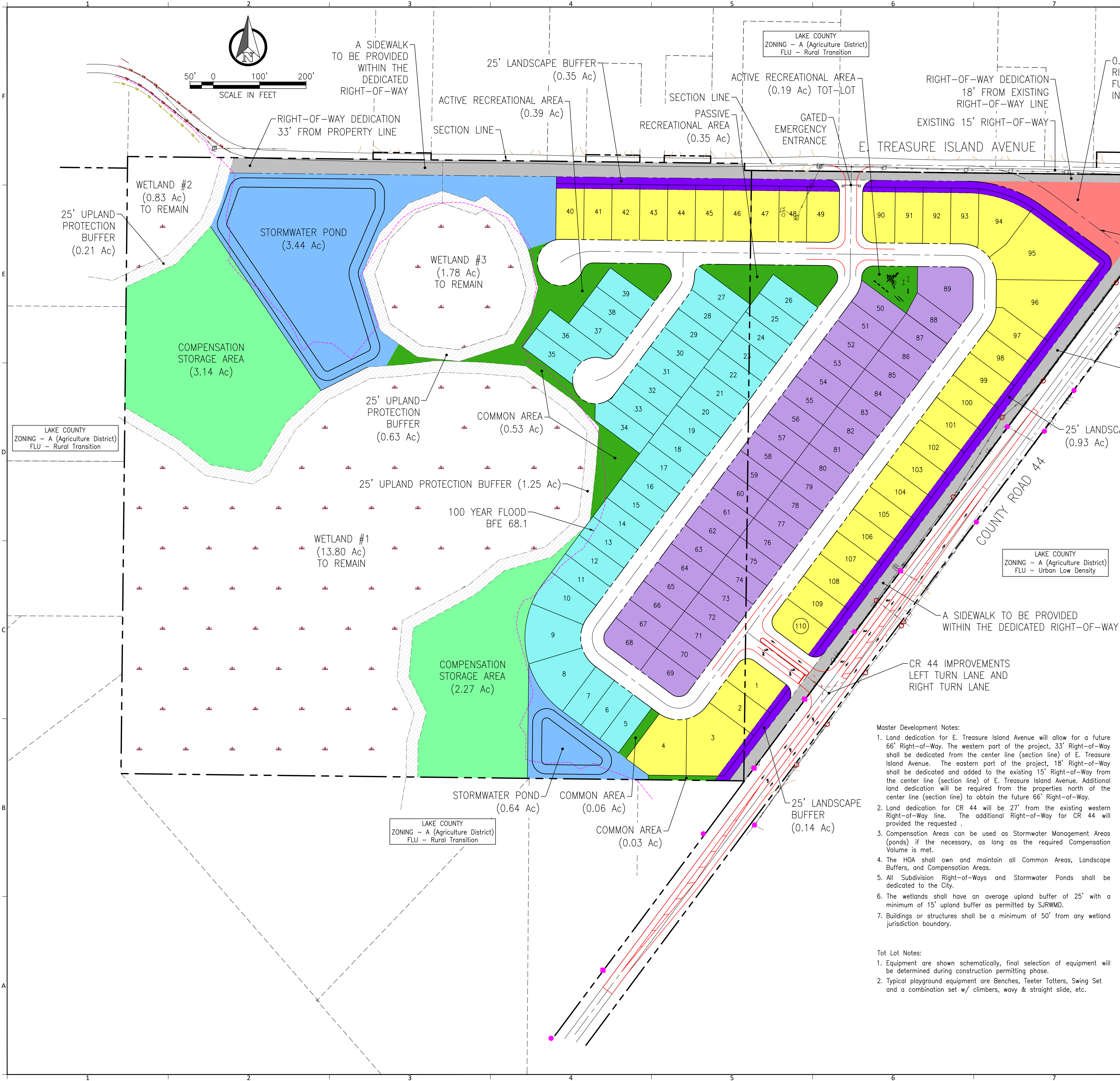
THAT PART OF LOTS 1 AND 2 LYING WEST OF THE WESTERLY LINE OF THE RIGHT-OF-WAY OF STATE ROAD NO. 44, LESS THE NORTH 208.71 FEET OF THE WEST 417.42 FEET OF LOT 1, AND ALL OF LOT 3, BLOCK 5, REVISED AND CORRECTED PLAT OF RE-SUBDIVISION OF SUBDIVISION OF SILVER LAKE ESTATES, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGES 66 THROUGH 69, INCLUSIVE, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 3: (ALT KEY 1494001)

THE NORTH 208.71 FEET OF THE WEST 417.42 FEET OF LOT 1, BLOCK 5 OF SILVER LAKE ESTATES, ACCORDING TO THE REVISED AND CORRECTED PLAT OF RE-SUBDIVISION OF THE SUBDIVISION OF SILVER LAKE ESTATES, RECORDED IN PLAT BOOK 10, PAGES 66 THROUGH 69, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

CONTAINING 55.45 ACRES, MORE OR LESS.

P:\1621-005 HENIN GROUP - TREASURE TROVE - LEVY WONG PROPERTY\CAD\PRELIMINARY\CONCEPTS\1621-005.XB8



- Master Development Notes:
- Land dedication for E. Treasure Island Avenue will allow for a future 66' Right-of-Way. The western part of the project, 33' Right-of-Way shall be dedicated from the center line (section line) of E. Treasure Island Avenue. The eastern part of the project, 18' Right-of-Way shall be dedicated and added to the existing 15' Right-of-Way from the center line (section line) of E. Treasure Island Avenue. Additional land dedication will be required from the properties north of the center line (section line) to obtain the future 66' Right-of-Way.
 - Land dedication for CR 44 will be 27' from the existing western Right-of-Way line. The additional Right-of-Way for CR 44 will provide the requested .
 - Compensation Areas can be used as Stormwater Management Areas (ponds) if the necessary, as long as the required Compensation Volume is met.
 - The HOA shall own and maintain all Common Areas, Landscape Buffers, and Compensation Areas.
 - All Subdivision Right-of-Ways and Stormwater Ponds shall be dedicated to the City.
 - The wetlands shall have an average upland buffer of 25' with a minimum of 15' upland buffer as permitted by SJRWMD.
 - Buildings or structures shall be a minimum of 50' from any wetland jurisdiction boundary.

- Tot Lot Notes:
- Equipment are shown schematically, final selection of equipment will be determined during construction permitting phase.
 - Typical playground equipment are Benches, Teeter Totters, Swing Set and a combination set w/ climbers, wavy & straight slide, etc.

Site Data				
Parcel Identification (AltKey) (lakecopropappr.com)	01-19-25-0500-005-00100 (1494001) 10-19-25-0002-000-00900 (1779383) 01-19-25-0500-005-00101 (1798892)		1.86 Ac 40.54 Ac 13.05 Ac	
Total Project Site Area			55.45 Ac	
	Existing – Lake County	Annexed – City of Leesburg		
Zoning	A (Agriculture District)	PUD (Planned Unit Development)		
Future Land Use	Rural Transition	Estate Residential (4 du/ac)		
Existing Land Use	Tree Farm			
FEMA Flood Designation	Zone AE – BFE 68.1 Ft (See Note 1)			
Proposed Residential Lots Size	50'x110'	50'x120'	60'x120'	Total
Proposed Residential Color Code				
Proposed Residential Lot Count	40	35	35	110
Proposed Residential Density (du/ac)				1.98
Wetland	Wetland #1	Wetland #2	Wetland #3	Total
Existing Wetland to Remain	13.80 ac	0.83 ac	1.78 ac	16.41 ac
Developable Area				39.04 ac
Adjacent Zoning & Future Land Use (2040)				
North, South & West	Lake County A (Agriculture District)		Lake County Rural Transition	
East	Lake County A (Agriculture District) City of Leesburg PUD (Planned Unit Development)		Lake County Urban Low Density City of Leesburg Estate Residential	
Open Space		Required	19.41 ac	0.35 %
Common Areas			0.62 ac	1.12 %
Recreational Areas	Active		0.58 ac	1.05 %
	Passive		0.35 ac	0.63 %
Landscape Buffers			1.42 ac	2.56 %
Stormwater Retention Pond Area			3.44 ac	6.20 %
Compensation Areas			5.41 ac	9.76 %
Wetlands To Remain			16.41 ac	29.59 %
Total Provided Open Space			28.23 ac	50.91 %
Right-of-Way Dedications				
CR 44			1.01 ac	
E. Treasure Island Avenue			1.22 ac	
Additional Intersection Area			0.70 ac	
			Total	2.93 ac

Site Data Notes

- Flood data per FEMA Firm, Lake County, Florida, Panel 331 of 750, Map 12069C0331E, Effective 12/18/2012

OWNER - AK 1494001
Julie Robinson & Barbara Lueallen (Deceased)
9300 East Treasure Island Avenue
Leesburg, Florida 34788

OWNER - AK 1779383 & 1798892
Levy A. Wong, Trustee
13362 SW 128th Street
Miami, Florida 33186

APPLICANT
Traderscope Corporation
P.O. Box 940
Winter Park, Florida 32790
Phone: 407.644.8595

Consultant(s)/Note(s)	
	LEGEND
	ROW DEDICATION TO LAKE COUNTY
	25' LANDSCAPE BUFFER
	25' UPLAND PROTECTION BUFFER
	PROPERTY BOUNDARY
	RIGHT-OF-WAY
	LOT LINE
	ROW DEDICATION
	ROADWAY CENTERLINE
	WETLAND LINE
	WETLAND BUFFER LINE
	100yr FEMA FLOOD LINE
	CONCRETE/STEEL TRANSMISSION POLE
	CONCRETE DISTRIBUTION POLE
	WOOD POWER POLE

NO. DATE: DESCRIPTIONS:	
SUBMISSIONS/REVISIONS	
DATE:	11/22/22
VERTICAL DATUM:	NAVD 88
JOB NO.:	HG21-005
DESIGNED BY:	YFS
DRAWN BY:	YFS
CHECKED BY:	GB
APPROVED BY:	YFS
SCALE (FT)	NOTED/NTS

Project Name:
Treasures Trove

Jurisdiction:
City of Leesburg, Florida

Sheet Title:
Master Development Plan

Sheet No.
C1.00

CDS CIVIL DESIGN SOLUTIONS
CIVIL ENGINEERING & LAND DEVELOPMENT SERVICES
500 N. Maitland Avenue, Suite 111
Maitland, Florida 32751
407.636.4198 www.cdsllc-fl.com
FBPE CA No. 31631

NOT FOR CONSTRUCTION UNLESS SIGNED AND SEALED

Y.F. Steve Young, P.E.
Registration No. 58821
Date: 2/6/2023

This item has been electronically signed and sealed by Y.F. Steve Young, PE using a Digital Signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.



Elevation - "MC"



Elevation - "MG"



Elevation - "MS"







Elevation - "MG"



Elevation - "MH"



Elevation - "MS"



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

OWNER: Levy A. Wong, Trustee
PETITIONER: Traderscove Corporation, Jerome Henin
PROJECT: Treasures Trove
REQUEST: Rezoning from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development)
CASE NO.: PUD-22-274

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request **for the following reason(s):**

1. This project meets the requirements of Chapter 163.3184 Florida Statutes, for Comprehensive Plan Amendments.
2. The proposed request, as conditioned in City of Leesburg case number PUD-22-274, is compatible with the adjacent future land use designations of City of Leesburg Estate Residential, and with Lake County designations of Regional Commercial, Urban Low Density, Rural Transition and Rural.
3. The proposed request as conditioned in City of Leesburg Case number PUD 22-274, is compatible with the current surrounding zoning districts of City of Leesburg PUD (Planned Unit Development); and with Lake County districts CP (Planned Commercial District), CFD (Community Facility District), and A (Agriculture).
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 rezoning from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) and forward the recommendation to the City Commission for consideration.

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

DATE: July 5, 2022
OWNER: Levy A. Wong, Trustee
PETITIONER: Traderscove Corporation, Jerome Henin
PROJECT: Treasures Trove
REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD
(Planned Unit Development)
CASE NO.: LSCP 22-273; PUD-22-274

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 7/15/22

FIRE

No comments received as of 7/15/22

ELECTRIC

Electric has no objections. This will be serviced by Leesburg. Easements will be required on all lots, and WRA's to have a continuous path for electric. Once the subdivision is approved, design will start on underground power. Steve Davis 7/6/22

GAS

Natural gas is available and directed per city ordinance. Thank you, Brandon Smith 7/11/22

GIS

GIS has no comments. Tammy Magamoll 7/6/22

BUILDING

No comments received as of 7/15/22

PUBLIC WORKS

Public Works has no issues with this item, however the proponent should be advised that they will be required to run both potable and reuse lines throughout their development and if no reuse available they will install a potable jumper to the reuse line. Clifford Kelsey 7/7/22

ADDRESSING

No comments received as of 7/15/22

ECONOMIC DEVELOPMENT

No comments received as of 7/15/22

LAKE COUNTY PUBLIC WORKS

Attached is the comment letter from Lake County Public Works Department. Please let me know if you have any questions. Thanks, Seth Lynch 7/19/22

LAKE COUNTY SCHOOLS

The Treasure Trove PUD is subject to school concurrency prior to final site plan approval. The assigned schools for the project are: Treadway Elementary, Tavares Middle, and Tavares High. Thanks, Helen LaValley 7/12/22

PUBLIC RESPONSES

Approval

No comments received as of 7/15/22

Disapproval

2 disapprovals 2 with comments

No comment

No comments received as of 7/15/22

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Sue L Wakefield – Horrible idea. I have lived here 50+ years. Over the years I have seen all sorts of wildlife on the property across the street. Raccoons, Opossum boxes, aa pair of pileated woodpeckers even a small bear passing through. It was pasture land and not a pine timber site where will the animals go??

Sue L. Wakefield – As a long time resident I know there is a wetland - (see map) area at the west end of this property. Also some old lovely big oak trees. East Treasure Island Ave is a very small road, barely 2 cars wide. Traffic would be a nightmare, with 2 other subdivisions going up within $\frac{3}{4}$ mile, there is no good reason for yet another one – except GREED!

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

DATE: July 21, 2022

OWNER: Levy A. Wong, Trustee

PETITIONER: Traderscove Corporation, Jerome Henin

PROJECT: Treasures Trove

REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD (Planned Unit Development)

CASE NO.: LSCP 22-273; PUD-22-274

GENERAL LOCATION: The property is generally west of County Road 44 and south of East Treasure Island Avenue.

FUTURE LAND USE DESIGNATION: Lake County Rural Transition

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Rural Transition; Lake County Rural

South – Lake County Rural Transition

East – Lake County Urban Low Density; Lake County Regional Commercial

West – Lake County Rural Transition

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County A (Agriculture); Lake County CP (Planned Commercial District)

South – Lake County A (Agriculture)

East – Lake County A (Agriculture); Lake County CFD (Community Facility District)

West – Lake County A (Agriculture)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Residential; Timber

SURROUNDING LAND USE:

North – Residential; Agriculture

South – Agriculture

East – Agriculture

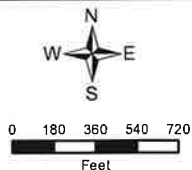
West – Agriculture; Institutional

PROPOSED LAND USE: Single Family Residential subdivision

Aerial

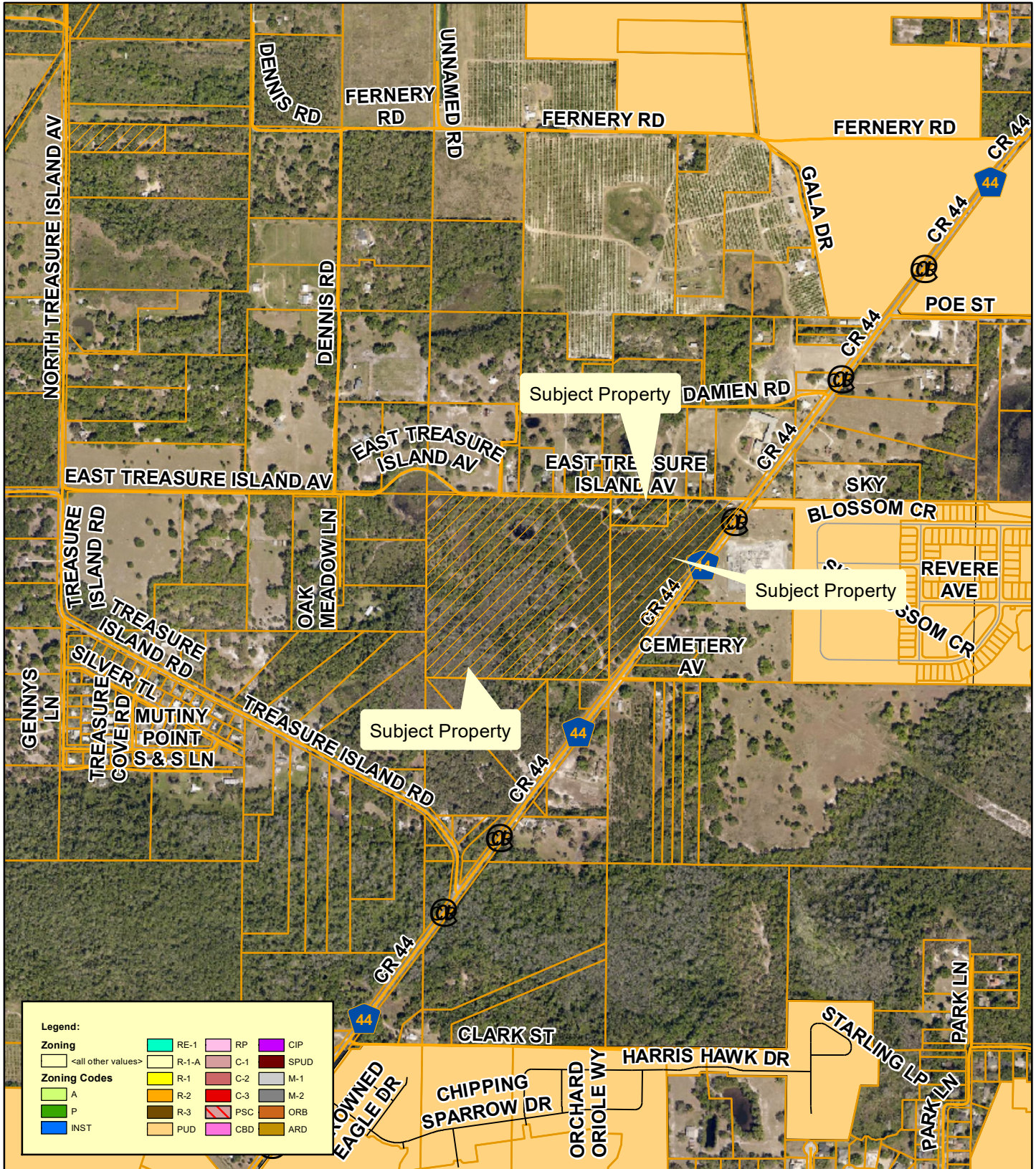


**Planning
& Zoning
Division**

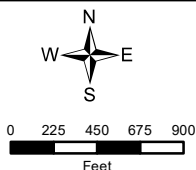


Treasures Trove
East Treasure Island Avenue
AK#s: 1779383, 1798892, 1494001
Section 1, Township 19 South, Range 25 East
June 16, 2022

Zoning

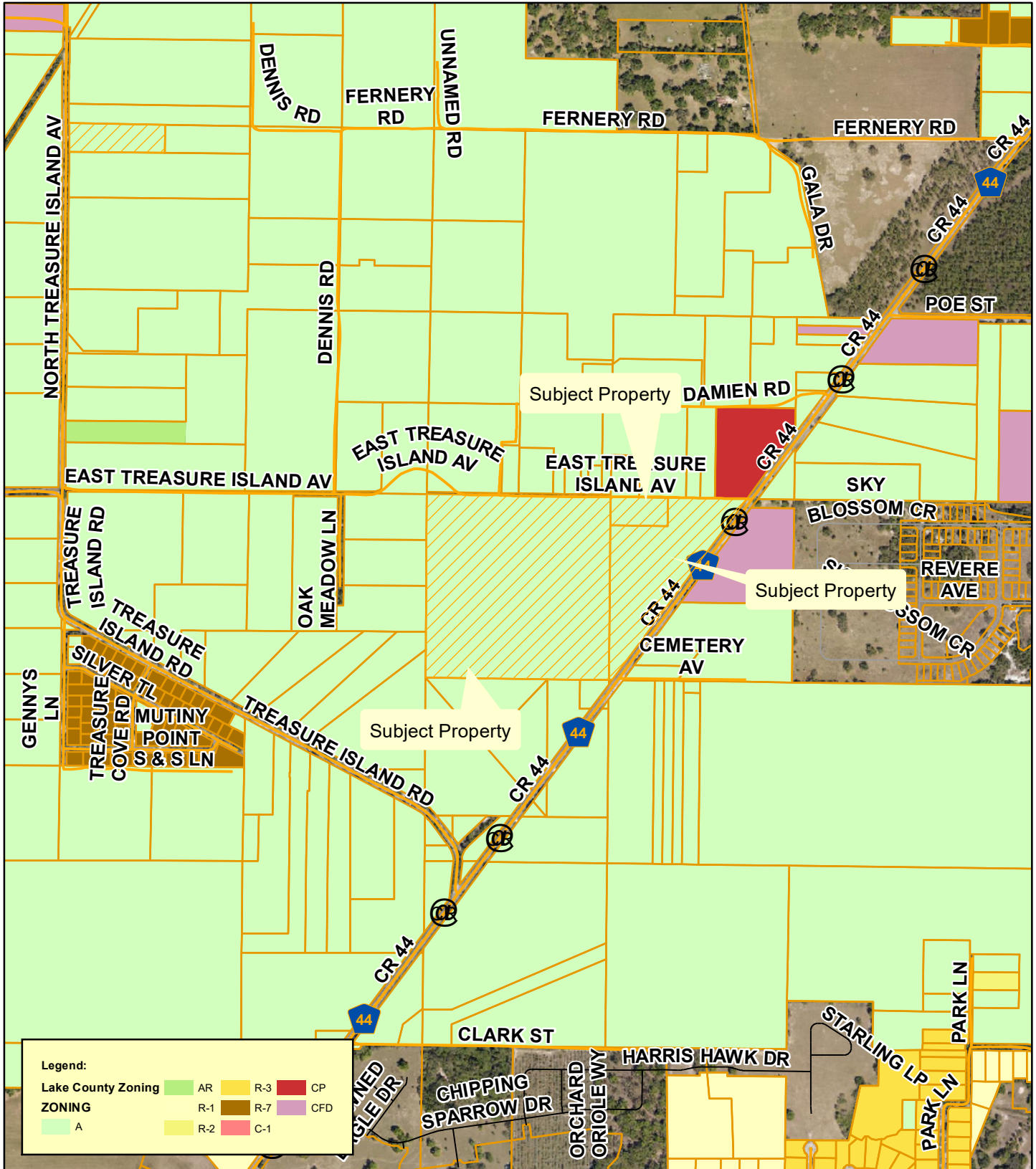


**Planning
& Zoning
Division**

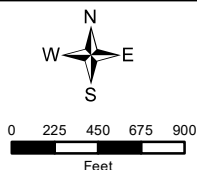


Treasures Trove
East Treasure Island Avenue
AK#s: 1779383, 1798892, 1494001
Section 1, Township 19 South, Range 25 East
June 30, 2022

Lake County Zoning

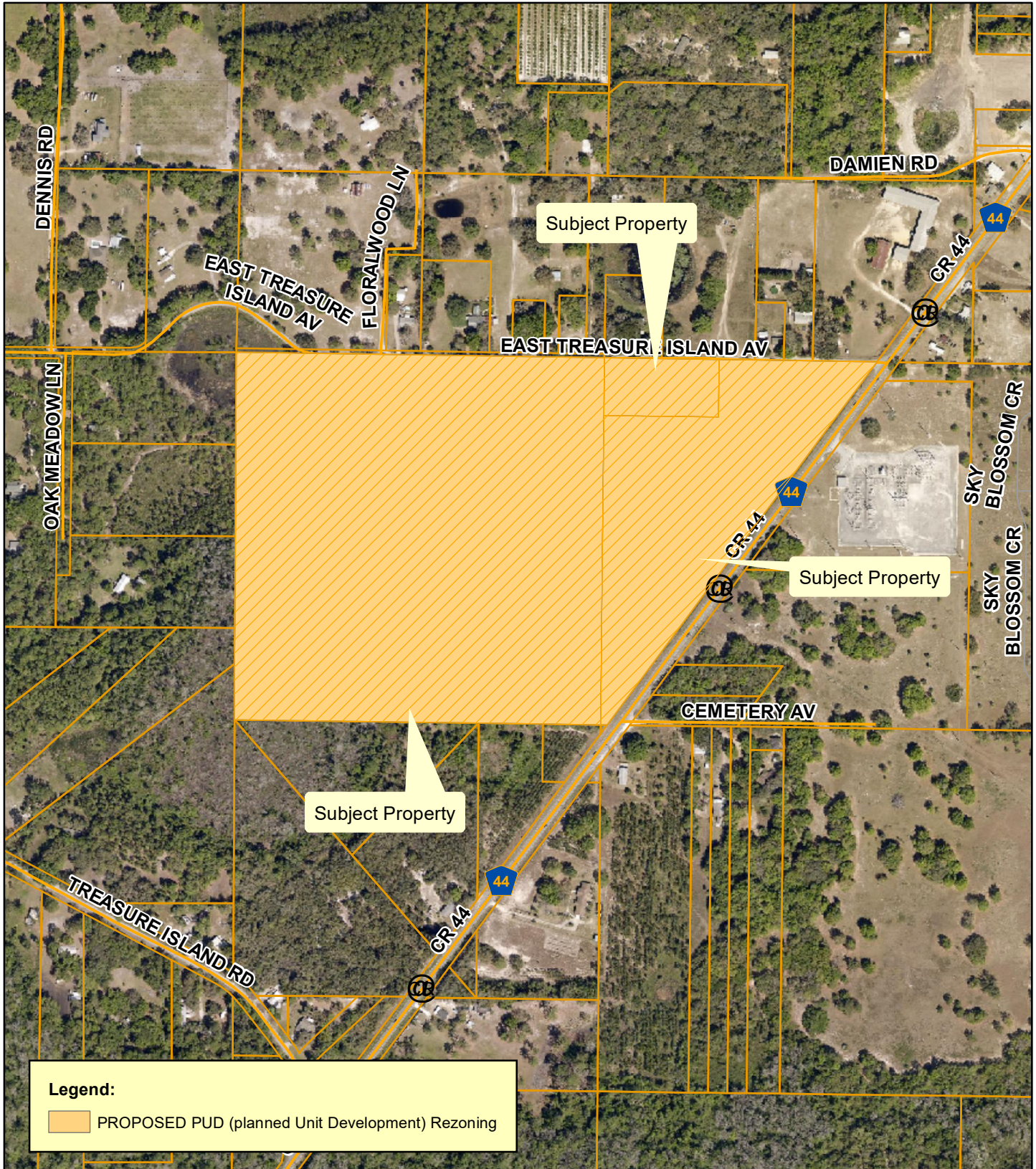


**Planning
& Zoning
Division**

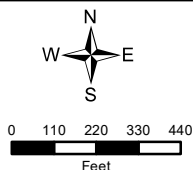


Treasures Trove
East Treasure Island Avenue
AK#s: 1779383, 1798892, 1494001
Section 1, Township 19 South, Range 25 East
June 30, 2022

PROPOSED Zoning

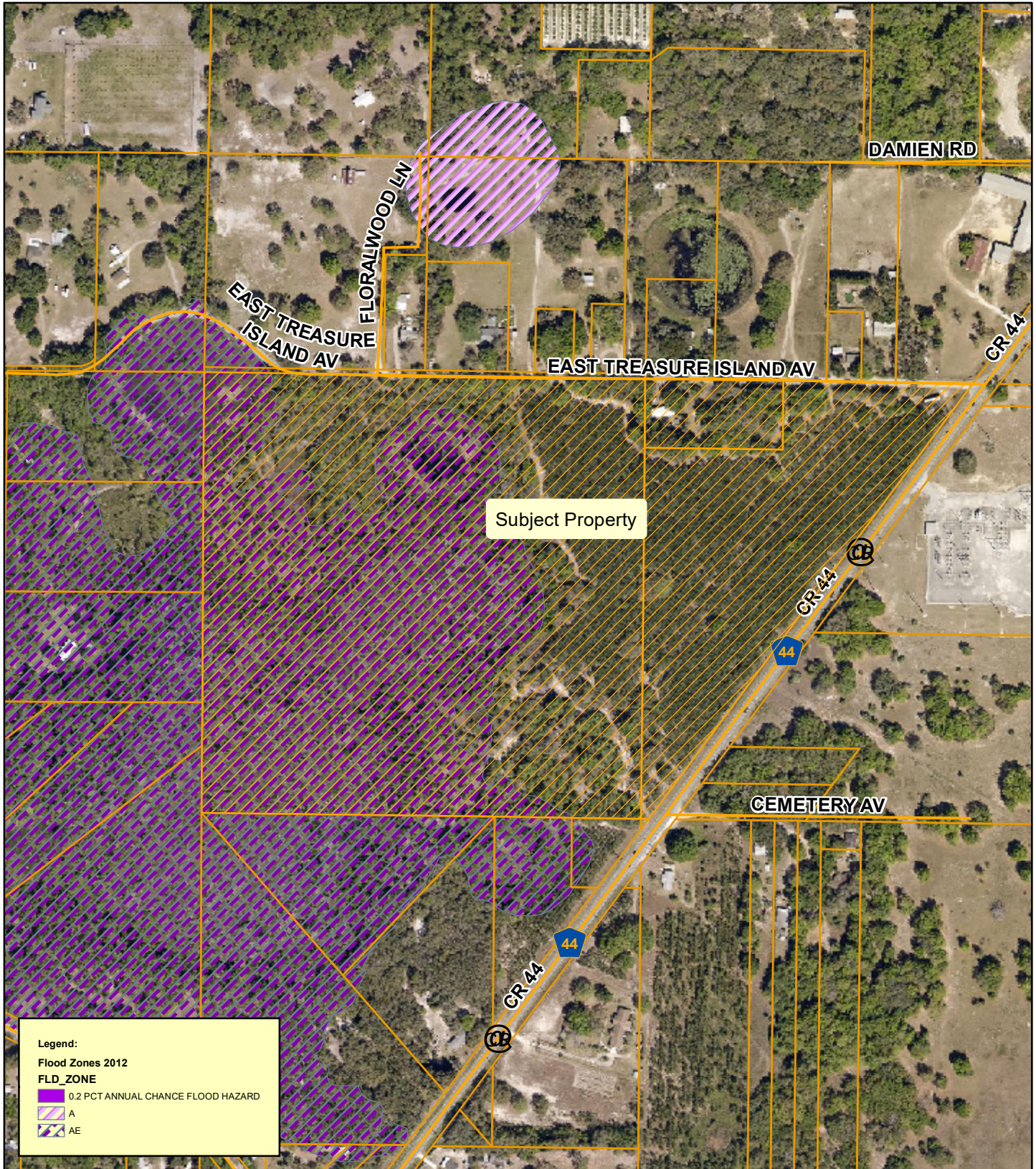


**Planning
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Division**



Treasures Trove
East Treasure Island Avenue
AK#s: 1779383, 1798892, 1494001
Section 1, Township 19 South, Range 25 East
June 16, 2022

Flood Zones



**Planning
& Zoning
Division**



Treasures Trove
East Treasure Island Avenue
AK#s: 1779383, 1798892, 1494001
Section 1, Township 19 South, Range 25 East
June 16, 2022

Surrounding Existing Land Uses

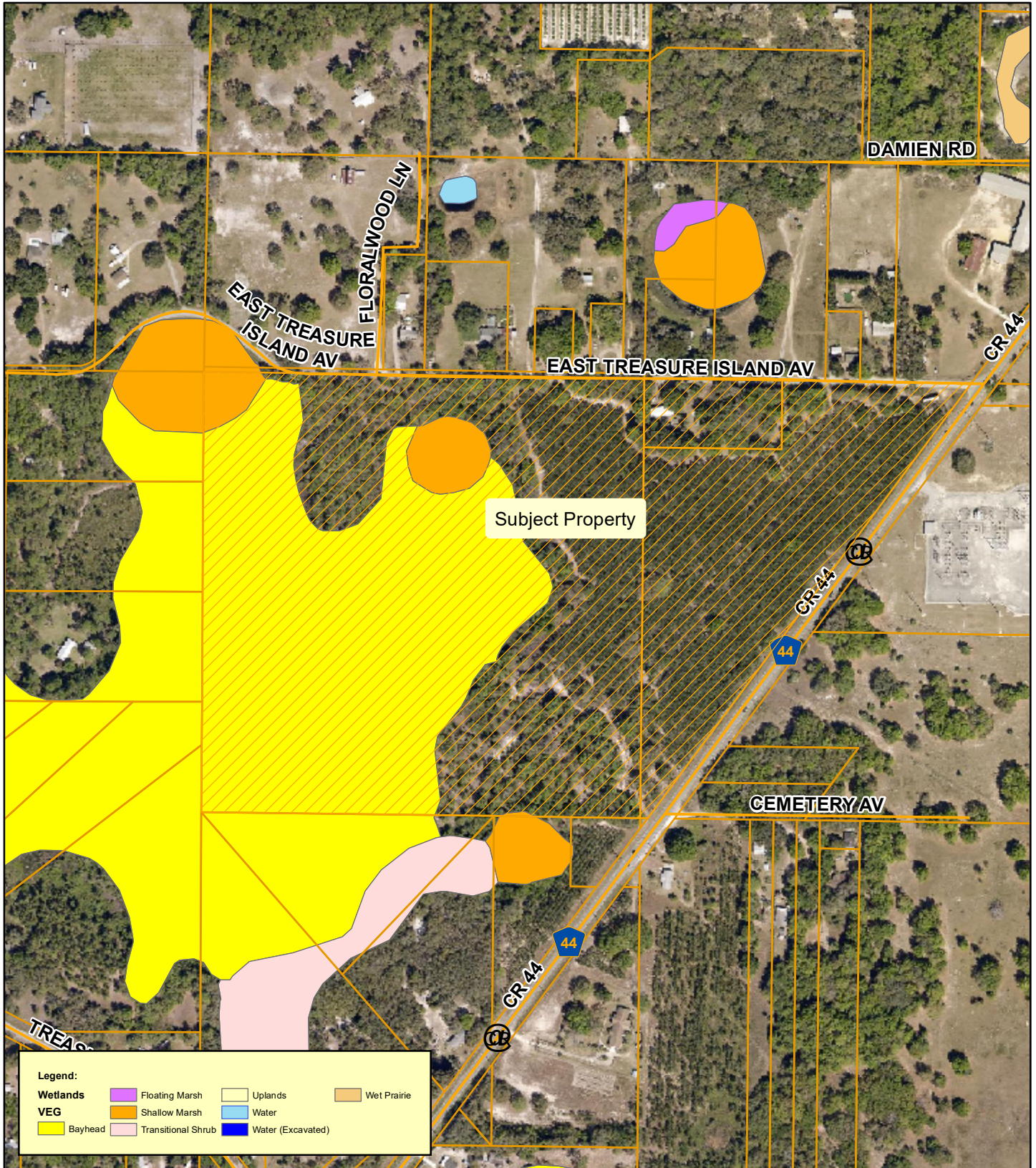


**Planning
& Zoning
Division**



Treasures Trove
East Treasure Island Avenue
AK#s: 1779383, 1798892, 1494001
Section 1, Township 19 South, Range 25 East
June 16, 2022

Wetlands



**Planning
& Zoning
Division**



Treasures Trove
East Treasure Island Avenue
AK#s: 1779383, 1798892, 1494001
Section 1, Township 19 South, Range 25 East
June 16, 2022



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY HALL
THURSDAY, APRIL 20TH, 2023 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, April 20th, 2023, at City Hall.

Chairman Tim Sennett called the meeting to order at 4:30 p.m.

The following Commission members were present:

Tim Sennett - Chairman
Ted Bowersox – Vice-Chairman
John O’Kelley
Nathaniel Sanders
Frazier Marshall
Ze’Shieca Carter
Ken Simeone
Rosalind Peeples-Johnson

The following Commission members were absent:

Stewart Kaplan

City staff in attendance included Dan Miller, Planning & Zoning Director, Sabrina Mitchell, Administrative Assistant II, Kandi Harper, Senior Planner, Christine Rock, Senior Planner, Dianne Yekel, Senior Planner, Max Van Allen, Planner, Melissa Medders, Planner and City Attorney Grant Watson was also present.

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

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

dates are tentatively scheduled.

DRAFT SUMMARY MINUTES OF THE PLANNING COMMISSION MEETING FOR THURSDAY, MARCH 23RD, 2023.

Vice-Chairman Bowersox moved to APPROVE the draft minutes from the MARCH 23RD, 2023 meeting. Commissioner Sanders SECONDED the motion, which PASSED by a vote of 6-0.

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

Chairman Sennett called for the first case under old business be brought forward.

OLD BUSINESS

1) PUBLIC HEARING CASE # LSCP-22-273 – TREASURES TROVE – LARGE SCALE COMPREHENSIVE PLAN MAP AMENDMENT

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING 55 +/- ACRES, FROM LAKE COUNTY RURAL TRANSITION TO CITY OF LEESBURG ESTATE RESIDENTIAL FOR A PROPERTY GENERALLY LOCATED WEST OF COUNTY ROAD 44 AND SOUTH OF EAST TREASURE ISLAND AVENUE, AS LEGALLY DESCRIBED IN SECTION 10, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATE IS TENTATIVELY SCHEDULED FOR SECOND READING ON MONDAY, MAY 22, 2023)**

(Treasures Trove)

Dan Miller requested to discuss the next two cases together and vote on each case separately.

Dan Miller introduced case number #LSCP-22-273 – Treasure Trove – Large Scale Comprehensive Plan Amendment and case number #PUD-22-274 Planned Unit Development into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, and staff recommendations.

Mr. Miller gave a background and explanation of the subject property, location, zoning, went over PUD (Planned Unit Development), then stated there has been significant public opposition to the project, along with several meetings between the City staff, Lake County, the developers and local residents. The major changes to the requests are put forth by the local residents includes wetland protection, changes to the access points, and lowering of density.

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

Mr. Miller read the Staff Recommendations into the record for both cases; Staff supports both cases; recommended approval.

Chairman Sennett stated if the Commission have any questions of Staff.

Tara Tedrow of Lowndes Law representing the applicant stated a year since we have submitted coming back before you and changes made; 55 acre contemporary home inspired community; 110 variable sized lots, variety of lot sizes; multiple style homes and floorplans, long term preservation of quality wetlands of new buffers, improvements of local stormwater management; providing stormwater detention ponds; all runoff, provide treatment for the runoff, Stormwater Management System will provide compensating storage areas; flood storage capacity as necessary, comments/questions; regarding drainage and flooding on property; experts hired, required by City, analyzing the site; drainage/flooding, details after Zoning and entitlements, PUD; comply water management standards, County, City, State, Federal; mandates, requests; approval of annexation, comprehensive plan amendment Estate Residential and rezoning PUD, as supported by the staff, annexation; utilities to the City, master development plan process; read into the record.

On 5/3/2022; 1st submittal to City; PUD Zoning, proposed 155 lots, density of 2.8 du/ac, open space of 34.8%, including 1ac of recreational area, 2 full accesses, 1 on E. Treasure Island Ave. and 1 on CR 44, 2.61ac of Minor Wetland Impacts and 13.80ac of Wetlands to Remain, went over plan; submitted for approval, 11/22/22 master development plan changes; read into the record, 1/6/23 revised the entrance onto CR 44 to be a boulevard entrance (CC comment in November), 1/12/23 leaving wetland #2 and #3 undisturbed will total 16.41 of protected wetlands, reduced the lot count from 123 to 110 lots (Citizen Comment), showed the active recreational area (Citizen Comment), showed the typical interior roadway section (Planning Dept Comment), showed typical lot standards table, 1/30/23 provided typical landscape buffer section detail (Planning Dept Comment), provided 25' landscape buffer requirement table (Planning Dept Comment, Citizen Comment), provided tot lot notes (Planning Dept Comment, Citizen Comment), 2/6/23 as requested by Lake County, the entrance onto CR 44 was relocated southward. (Lake Co. Comment) Lake County approved the revised location; 2/13/23: email of access approval from Lake County Public Works Department, access on E. Treasure Island, multiple access; doesn't make sense, neighbors to north; ROW dedication, for standard County size road, access; 44, traffic engineer, submitted reports, reviewed studies; required, not creating deficiencies; traffic from 110 lots on CR 44, current vs. proposed FLU & Zoning; read into the record, proposed FLU: Estate Residential; lowest density FLU designation provided under the City's Comprehensive Plan, permits 4 DU/A, we are requesting 1.98, the ER FLU was meant for urbanized and rural areas, proposed building facades; elevations for homes, plan changes by the numbers; read into the record, current Henin Community; Riviera Bella, Debary, 208 acre Mediterranean Inspired Community on the Banks of St. Johns River; good example, community; has not flooded,

designed, same engineer; rely on experts, hired the right folks, requests; read into the record.

Chairman Sennett stated if anyone in the audience would like to speak on this case.

Citizens comments were based on: not against anti-building; not warranted, any subdivisions at 4 units per acre, retention areas; lined, at meeting; perk system, 4 more fatalities in immediate area since the meeting, widen 44 unknown, good stewards; for all of Lake County, article; housing boom, read into the record, huge growth; impact all of Lake County, water usage, water coming from; depleted, slow down development; all of Leesburg, take a step back; discover impact on Bldg., wildlife, environment; depend on all of us, please vote no, presentations presented into the record, Leesburg City Commission 1st reading 2/22/22, met with Mr. Henin and associates; fully against development due traffic, safety, and flooding concerns, Henin group; pursue high density proposal, not in harmony, went over contour map images; neighbors valid concern; increase in flooding, and standard trees on the corner of East Treasure Island Ave and CR 44 removed; replaced by impervious concrete surfaces; building slabs, driveways, roadways, and sidewalks, contour map; highest point Treasure Trove parcel, northeast corner; peak at 80', further west and south; elevation rapidly drops; 65', south of Treasure Island Road; elevation drops; 60', drops and elevations; significant, direct runoffs; south and west, nothing can be done; control runoff wetland #3, Treasure Island Road; two access points; safety concern; emergency services, or evacuation, stormwater runoff; concern, building on top of underground river; displace underground water into the neighboring properties; increase flooding risk, concerns; impact of traffic on CR 44 corridor, Rural Protection Area, asking Leesburg Planning & Zoning Board to protect unique rural community; Leesburg City Commission; deny application, Treasure Cove and Treasure Island communities are asking you to recommend denial of the Treasure Trove PUD-22-274.

At meeting the developer stated; runoff into wetlands, map provided of property in question; 20' drop, mitigate, fill to change contour, high density area; prevent runoff; went over coefficient chart, approximately 50% impervious residential; housing, roof, driveways, and roads; water going to go, proposal; continuous retention pond capture everything, fast/heavy rainfall; doesn't peculate, ponds fill up, runs, runoff carry newfound impurities, land dedication; properties north, conclusion read into the record; impact, neighbors, recourse; who responsible when flooding occurs due to building, low density; not effectively over 55 acres; not accurate, usable acreage true density, facades; not nice open green area, features of the Treasure Trove property; parcels, went over map; parcel number 1-3, outlined Treasure Trove property; Lake County Interactive map, comparing conceptual map with Lake County's Interactive map; issue small pond, development around it; effect ponds and wetlands; connect, whole development; clear cut, flow down slope, aerial photo of Treasure Trove; northwestern side facing 44; taken 2/6/23, standing water; after rainfall, fringed with latest concept, example of rain on a clear cut construction site, questions read into read; latest wetland study, results of study,

did it include all the wetland boundaries for shared neighborhood land parcels, why was this information not shared with the neighbors, development; future proofed, 100 year flood plan, map of flood zone; 2002 and 2012, not provided with updated flood zone map, significantly increased, water, something happened; even before development, City Ordinance; leap frog development, taking care of the environment, protecting against urban sprawl, annexed, 2003 study of 44; dates of sections completed by 2022, design for entrance, neighbors on north side; not spoken too, driveway; intersection safer, picture of intersection, 44 hasn't changed; worse, neighbors proposal; five times permitted today, 60 homes; a lot of additional traffic, maps provided to Commission, developer to be responsible; East Treasure Island Ave. and CR 44 intersection; much safer 90 degrees, 100' natural landscape buffer; smoother transition; surrounding rural community; nothing less than 5 acres, 100' natural landscape buffer; around the wetlands, along with larger retention ponds; alleviate flooding, unique parcel; lot going on, walking trail, biking trail, picnic areas; great selling point; blended rural lifestyle, single large recreation area; meet neighbors, not lot of front porches offered, keystone for standard; future development in area, submit a plan; more harmonious, compliments City staff and developer and staff; petition provided to Commission, gopher tortoises; concerns, a dozen tortoise holes found, Community meeting; map showed, different plan; can't develop with no impact on the wetlands, make decision; on what needs to be there compared to what can be there, more effort; make neighbors much happier, more homes; impact, need property to remain the same; helps air quality, need wetlands; keep the quality of water and life to sustain as it should be.

Tara Tedrow addressed comments from the citizens and stated traffic; deadly traffic on CR 44, County Road; County approval for redesign of access plan, concern; East Treasure and intersection, taking all cars on project; redesign, hopefully make neighbors happy, not putting any traffic, dedicating acreage necessary; County to do its job, Public Works make roads standard; neighbors to north, ROW access and easements necessary; improvements, East Treasure Island; not a problem, CR 44; expert studies and engineers, City requirements; application process, permitting requirements; impacts to wetlands, proper channels; hiring experts, not just Code; make decision; Rezoning, standard; competent and substantial evidence, submit civil engineers, traffic engineers, reports by environmentalists, to back up, decision making; has to be based on data and facts provided; expert testimony, Planning Staff, studies submitted, plans designed; expert engineers, a lot of effort; redesign plans, access management; Code from County/City, upland buffer requirements, Water Management District, wetland, setbacks; standards, accounted for on plans, construction level planning, CR 44; Lake County Sheriff, two reported accidents within a mile of site; both in February of 2023, deadly road; not backed up, wetland issues; Treasure Trove wetlands shared with neighbors; protection, environmental experts; flagged property, September 2021, study done, flagged property, GIS map; not a true representation of wetland limits; district; won't allow this type of map, wetland limits; surveyed, shown on master development plan, public records submittal package, correct wetland lines; as shown on development plan, runoffs; stormwater ponds; developed sites, surface runoffs; read into the record, not

correct statement; pumping into wetlands, specifically drainage systems, changed having stormwater management, drainage system in place; collects and treats it; treatment before goes in, no wetland impacts; on site wetlands, 25' upland buffer, 50' setbacks; existing Code, existing wetlands; not changing in size, flood zone elevation; impact flood stage, construction level approval; PUD plan, base flood elevation; not raised on property, water runoff; treatment in place; drainage, controls in place, steps; flooding, wetlands/upland buffers; staked by surveyor, contractor install all erosion control measures; Code requirements, necessary steps; after PUD; for permit approval, client; try to mitigate concerns; redesigned plans, high density development; lowest density allowed; 4 dwelling units per acre, can't be high density, 2 dwelling units per acre, Lake County; rural transition; allows 1:1, 50% open space, complying with City requirements; not County Code, no other residential FLU; lower, asking for half; COMP plan, future land use designation; residential development, 1.9 dwelling units per acre, recommendation of approval based on all the changes; Planning Staff recommendation for approval; in line with professional Staff; for recommendation PUD rezoning and COMP plan designation.

Chairman Sennett stated if the Commission have any questions of the applicant.

Commissioners, and Mr. Miller discussed gopher tortoises; not endangered, threatened, protection removed by State level; concessions being made for the gopher tortoises; Tara Tedrow replied State hasn't removed any of their official wildlife services, permitting requirements, DEP, for anything environmental impactful; environmental studies done, mitigate gopher tortoises; relocate them to permanent protected areas, go back out; rerun study, mitigate at time; legally permitted, overseen by State; submit for permits; current road entrance; Tara Tedrow went over master development plan concerning the access on East Treasure Island and CR 44 for clarification of the Commission; lot size and units; Tara Tedrow replied 50x110, 50x120, and 60x120; Dan Miller replied 1500; smaller lots min, and 1700'; larger lots min., density, highlands; 4 units per acre; buildable, not in favor of density, traffic; major concern; issue, can't agree with plan, future; zoning considerations, buildable lots; Dan Miller replied standards are placed into PUD with requirements from City, State, St. John's, DOT, site access; County, PUD go over those types of standards; acknowledging that agency authority; City backs agency, residents FLU; zoning change; Dan Miller went over zoning and PUD for clarification purposes; County; zoned agricultural, 1 dwelling for every 5 acre parcel, County COMP plan, rural transition; 1:5, not 4 units on 1 acre. Dan Miller stated rural transition; 1:1, with 50% open space.

Grant Watson, City Attorney stated the PUD is the plan for the development, so if the Commission satisfied with that particular plan or not; PUD provides some flexibility in terms of how you can develop the property a little bit different than a straight Zoning classification.

Chairman Sennett closes discussion from the Public, entertained a motion, and then the voting took place.

Commissioner Marshall made a MOTION for DENIAL of case # LSCP-22-273 – TREASURE TROVE – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT Commissioner Simeone SECONDED the MOTION which CARRIED by a vote of 2-5.

Chairman Sennett called for the second case under old business be brought forward.

2) PUBLIC HEARING CASE # PUD-22-274 – TREASURES TROVE – PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 55 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR RESIDENTIAL DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED WEST OF COUNTY ROAD 44 AND SOUTH OF EAST TREASURE ISLAND AVENUE, AS LEGALLY DESCRIBED IN SECTION 10, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATE IS TENTATIVELY SCHEDULED FOR SECOND READING ON MONDAY, MAY 22, 2023)**
(Treasures Trove)

Chairman Sennett entertained a motion, and then the voting took place.

Commissioner O'Kelley made a MOTION for DENIAL of case # PUD-22-274 – TREASURE TROVE – PLANNED UNIT DEVELOPMENT Commissioner Simeone SECONDED the MOTION which CARRIED by a vote of 2-5.

DISCUSSION

None

ANNOUNCEMENTS

Dan Miller introduced to the Commission the newest alternate member of the Planning Commission Rosalind Peeples-Johnson, and stated moving forward from today we will be alternating Ken Simeone and Rosalind Peeples-Johnson as they are needed and thanks them both for being on the Commission.

ADJOURNMENT

Meeting was adjourned at 6:39 p.m.

Tim Sennett, Chairman

Sabrina Mitchell, Administrative Assistant II

Treasures Trove PUD 22-274



Looking south into the property on East Treasure Island Ave



Looking west on East Treasure Island Ave



Looking north on East Treasure Island Ave



Looking south on East Treasure Island Ave



Looking west into the property on CR 44



Looking north on CR 44



Looking east on CR 44



Looking south on CR 44

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.4.

Meeting Date: May 22, 2023

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 33.45 acres; and being generally located east of County Road 48 and west of Haywood Worm Farm Road, lying in Sections 14 and 15, Township 20 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Sundance AX)

Staff Recommendation:

The Planning and Zoning staff recommend approval of the proposed ordinance for annexation of the Sundance property.

Analysis:

The applicant has submitted a request for annexation of approximately 33.45+/- acres, generally located south of County Road 48 and west of Haywood Worm Farm Road, as shown on the attached Aerial Map. At this time, the property consists of undeveloped acreage. The current zoning is Lake County A (Agriculture); the proposed zoning is City PUD (Planned Unit Development). This request will allow the applicant to obtain water and sewer service to develop a commercial and industrial mixed use project.

The property is surrounded by industrial uses to the north and south, with industrial and residential uses to the east and residential uses to the west.

Also on this City Commission agenda, is a Small-Scale Comprehensive Plan Amendment, which, along with a Planned Unit Development Application, had recommendations for approval from the staff and Planning Commission at the public hearing held on March 23, 2023. Under the conditions of the PUD (Planned Unit Development) zoning case, which include buffers and fencing, no negative impacts are anticipated to adjacent properties.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

A positive fiscal impact will result from the annexation and development of this property due to increased tax revenue added to the General Fund. Future development of the property will increase this anticipated impact.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 33.45 ACRES; AND BEING GENERALLY LOCATED EAST OF COUNTY ROAD 48 AND WEST OF HAYWOOD WORM FARM ROAD, LYING IN SECTIONS 14 AND 15, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 3; AND PROVIDING AN EFFECTIVE DATE. (SUNDANCE AX)

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

Section 1.

Based upon the petition of **33 AC SR 48, LLC, 1701 Spring Lake Drive, Orlando, Florida, 34762, (Christopher Germana, Germana Engineering and Associates, LLC, 1120 West Minneola Drive, Clermont Floirda 34711, 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 hereby is assigned to City Commission District 3.

Section 3.

All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 4.

This ordinance shall become effective immediately upon approval at second reading.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 22nd day of May 2023.

Mayor

ATTEST:

City Clerk

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

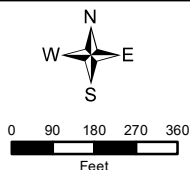
The West 3/4 of the North 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 15, Township 20 South, Range 24 East, Lake County, Florida.

LESS the right-of-way for State Road No. 48 along the North lot line thereof.

Aerial



**Planning
& Zoning
Division**

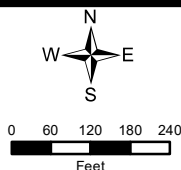


Sundance Commercial and Industrial
 ANN-22-584; SSCP-22-585; PUD-22-586
 Alternate Key #'s: 1111005; 1295815; 3319796
 3822 County Road 48, Okahumpka
 Sections 14, 15; Township 20 South; Range 24 East
 January 5, 2023

Surrounding Land Uses



**Planning
& Zoning
Division**



Sundance Commercial and Industrial
ANNX-22-584; SSCP-22-585; PUD-22-586
Alternate Key #'s: 1111005; 1295815; 3319796
3822 County Road 48, Okahumpka
Sections 14, 15; Township 20 South; Range 24 East
January 5, 2023

Commission District



**Planning
& Zoning
Division**



Sundance Commercial and Industrial
 ANN-22-584; SSCP-22-585; PUD-22-586
 Alternate Key #'s: 1111005; 1295815; 3319796
 3822 County Road 48, Okahumpka
 Sections 14, 15; Township 20 South; Range 24 East
 January 5, 2023

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.5.

Meeting Date: May 22, 2023

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance amending the Comprehensive Plan of the City of Leesburg, changing the future land use designation of certain property containing 33.45 +/- acres from Lake County Regional Office to City of Leesburg Industrial, for a mixed use development on a property generally located south of County Road 48 and west of Haywood Worm Farm Road, as legally described in Section 15, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Sundance SSCP).

Staff Recommendation:

The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed small-scale comp plan map amendment to the City's Future Land Use Map on 33.45 +/- acres from Lake County Regional Office to City of Leesburg Industrial.

Analysis:

The project site is approximately 33.45 acres. The property is generally located south of County Road 48 and west of Haywood Worm Farm Road. Currently, the property is undeveloped acreage. The proposal is for a mixed use commercial and industrial development. The surrounding Future Land Use Map designations of Lake County Industrial and Urban Low Density are compatible, as conditioned in the accompanying zoning case, with the proposed future land use designation of Industrial. 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, the surrounding land uses, and would allow an appropriate use for the property. City utilities are available in the area.

The Planning Commission held a public hearing on the application on March 23, 2023 and recommended approval by a vote of 5-0.

Procurement Analysis:

N/A

Options:

1. Approve the requested large-scale comprehensive plan amendment from Lake County Regional Office to City of Leesburg industrial; or

2. Other action the Commission may deem appropriate.

Fiscal Impact:

There is no direct fiscal impact on the City as a result of this action. Future development of the property will increase this anticipated impact from collection of impact fees, ad valorem taxes and utility charges.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING 33.45 +/- ACRES FROM LAKE COUNTY REGIONAL OFFICE TO CITY OF LEESBURG INDUSTRIAL, FOR A MIXED USE DEVELOPMENT ON A PROPERTY GENERALLY LOCATED SOUTH OF COUNTY ROAD 48 AND WEST OF HAYWOOD WORM FARM ROAD, AS LEGALLY DESCRIBED IN SECTION 15, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (SUNDANCE SSCP).

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agency, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for amendment of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

NOW, THEREFORE,

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

Section 1.

The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on December 10, 2012, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 33.45 acres of land generally located south of County Road 48 and west of Haywood Worm Farm Road, from Lake County Regional Office to City of Leesburg Industrial, as shown on the revised map of said area, lying in Sections 15, Township 20 South, Range 24 East, Lake County Florida;

Section 2.

All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 3.

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 22nd day of May 2023.

Mayor

ATTEST:

City Clerk

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 RECOMMENDATIONS

OWNER: 33 AC SR 48, LLC
PETITIONER: Germana Engineering and Associates, LLC on behalf of Roper Real Estate, Inc.
PROJECT: Sundance Commercial and Industrial
REQUEST: Small Scale Comprehensive Plan (SSCP) Amendment to Industrial
CASE NO.: SSCP-22-585

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request for the following reason(s):

1. This project meets the requirements of Chapter 163.3184 Florida Statutes, for Comprehensive Plan Amendments.
2. The proposed request for a Small-Scale Comprehensive Plan (SSCP) amendment as conditioned in the City of Leesburg is compatible with the adjacent future land use designations of Lake County Industrial, Regional Office, Regional Commercial, and Urban Medium.
3. The proposed request as conditioned in City of Leesburg Case Number SSCP-22-585, is compatible with the current surrounding zoning districts of Lake County A (Agriculture), Lake County HM (Heavy Industrial), Lake County LM (Light Industrial), Lake County CP (Planned Commercial), Lake County MP (Planned Industrial), and Lake County R-6 (Urban Residential), and Lake County R-7 (Mixed 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 staff's recommendation to change the future land use of the subject property from Lake County Regional Office to the City of Leesburg Industrial and forward the recommendation to the City Commission for consideration.

Aerial

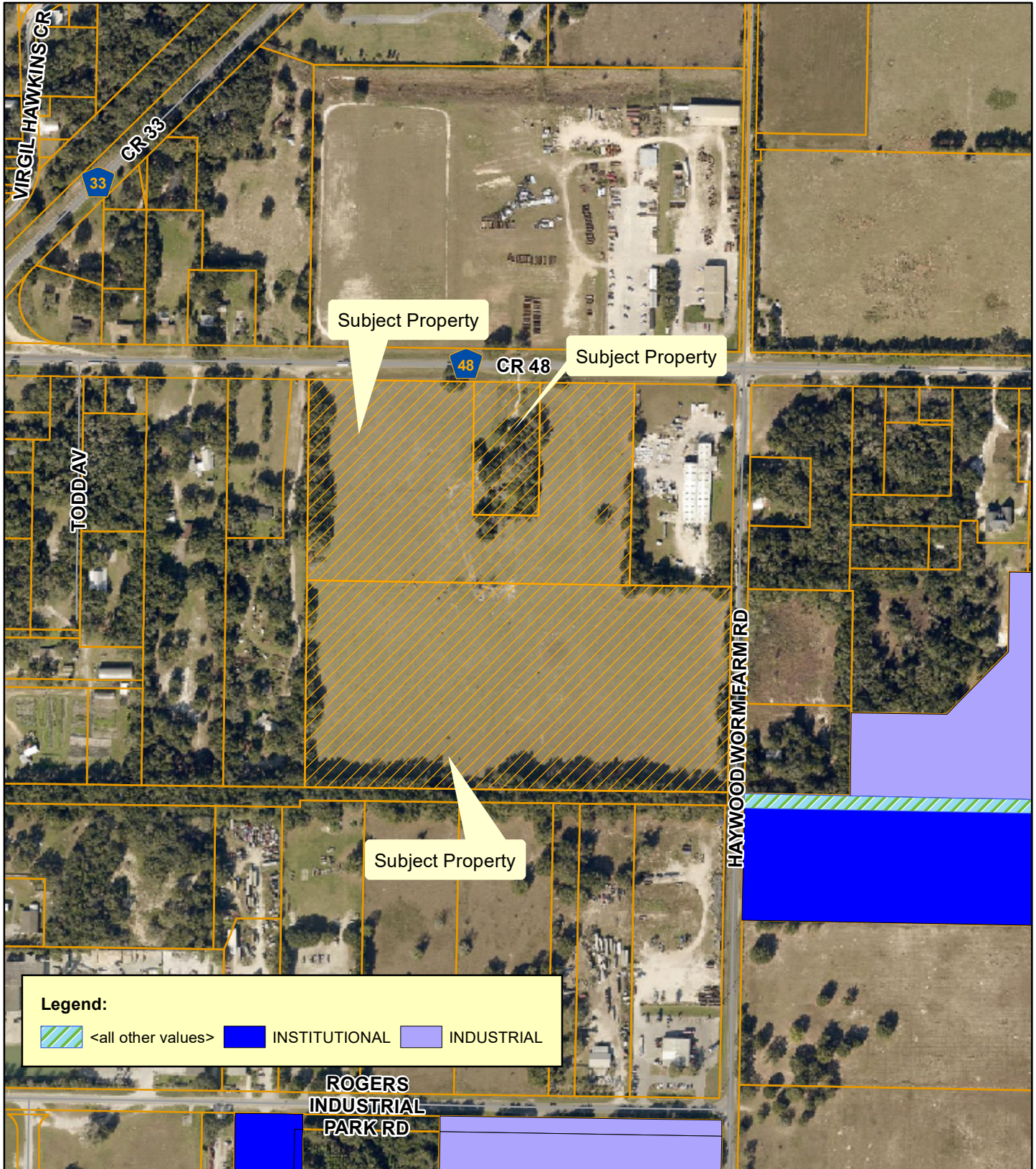


**Planning
& Zoning
Division**



Sundance Commercial and Industrial
 ANN-22-584; SSCP-22-585; PUD-22-586
 Alternate Key #'s: 1111005; 1295815; 3319796
 3822 County Road 48, Okahumpka
 Sections 14, 15; Township 20 South; Range 24 East
 January 5, 2023

Future Land Use

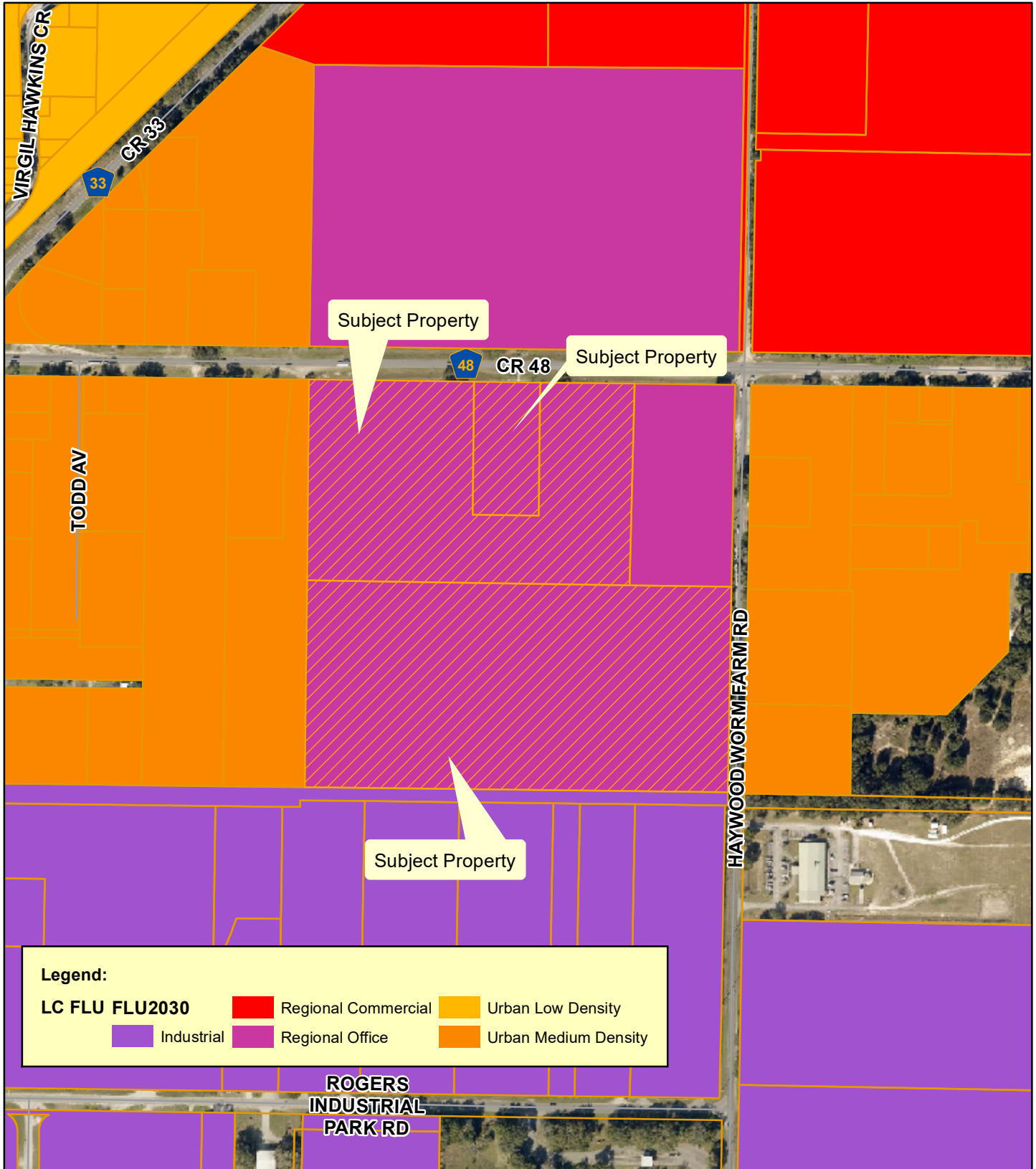


**Planning
& Zoning
Division**

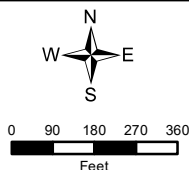


Sundance Commercial and Industrial
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 3822 County Road 48, Okahumpka
 Sections 14, 15; Township 20 South; Range 24 East
 January 5, 2023

Lake County Future Land Use

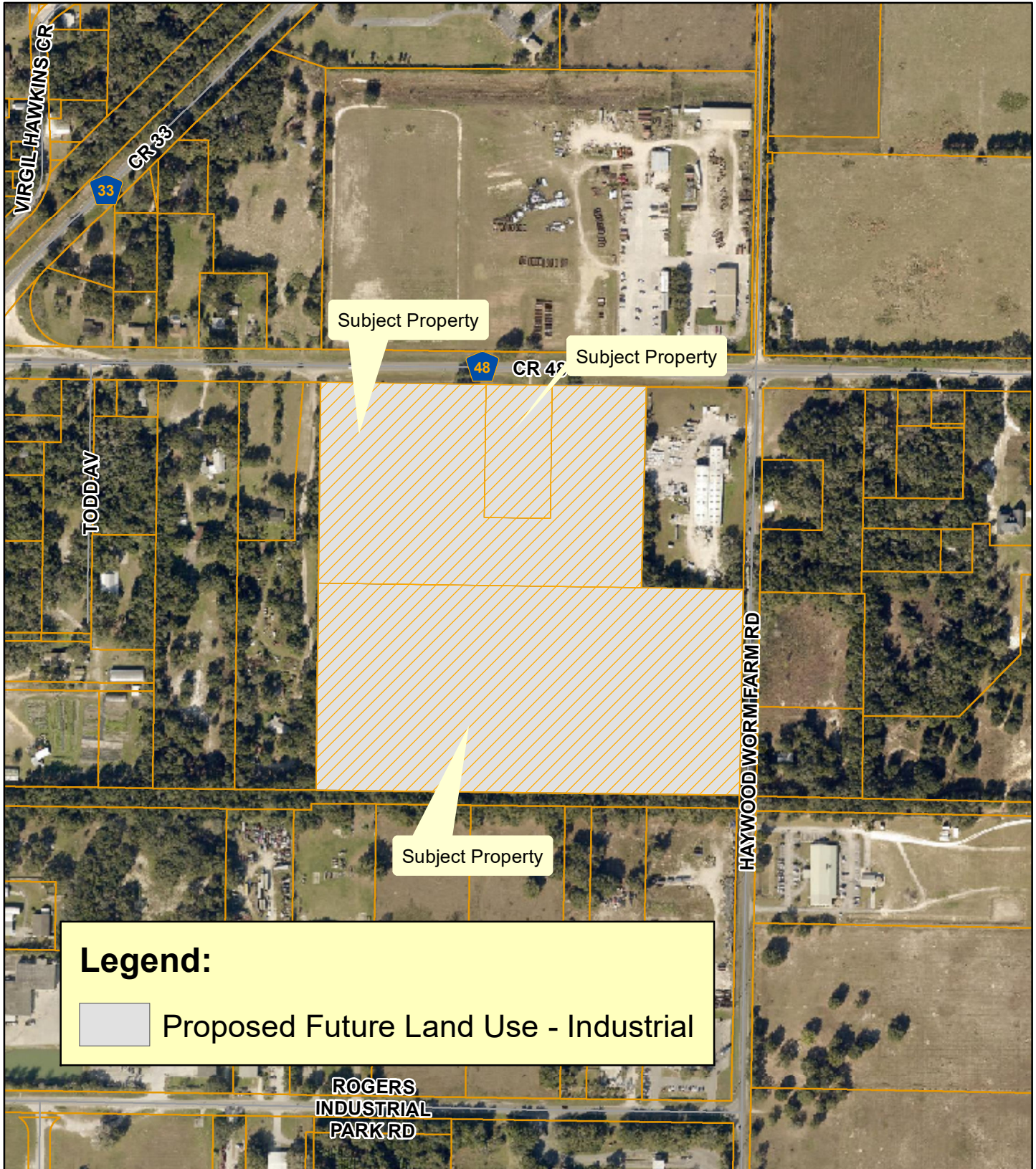


**Planning
& Zoning
Division**

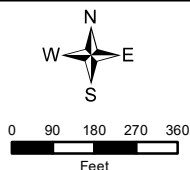


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 Sections 14, 15; Township 20 South; Range 24 East
 January 5, 2023

Proposed Future Land Use



**Planning
& Zoning
Division**

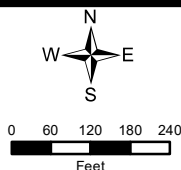


Sundance Commercial and Industrial
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 3822 County Road 48, Okahumpka
 Sections 14, 15; Township 20 South; Range 24 East
 March 24, 2023

Surrounding Land Uses

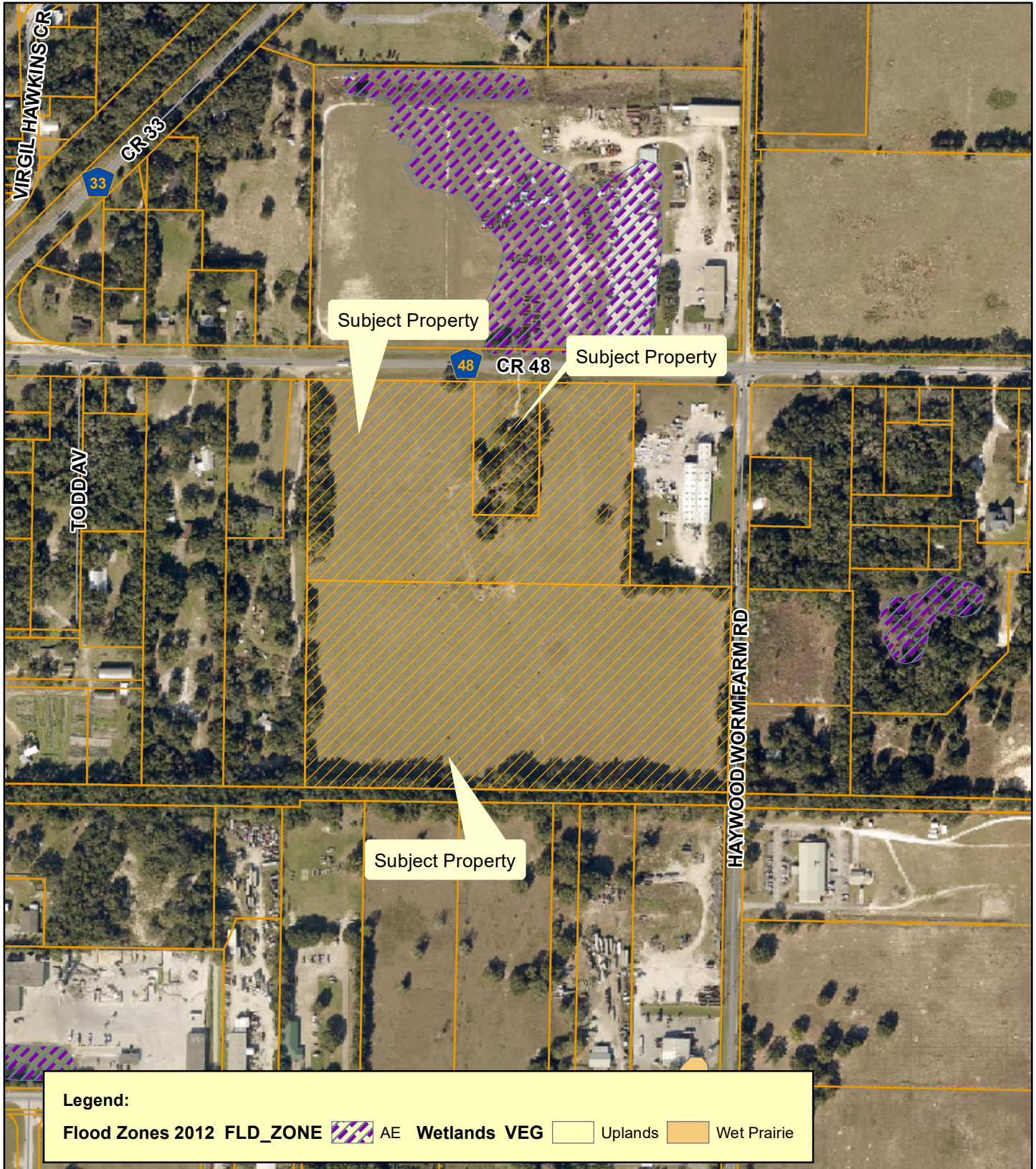


**Planning
& Zoning
Division**



Sundance Commercial and Industrial
ANNX-22-584; SSCP-22-585; PUD-22-586
Alternate Key #'s: 1111005; 1295815; 3319796
3822 County Road 48, Okahumpka
Sections 14, 15; Township 20 South; Range 24 East
January 5, 2023

Flood Zones and Wetlands

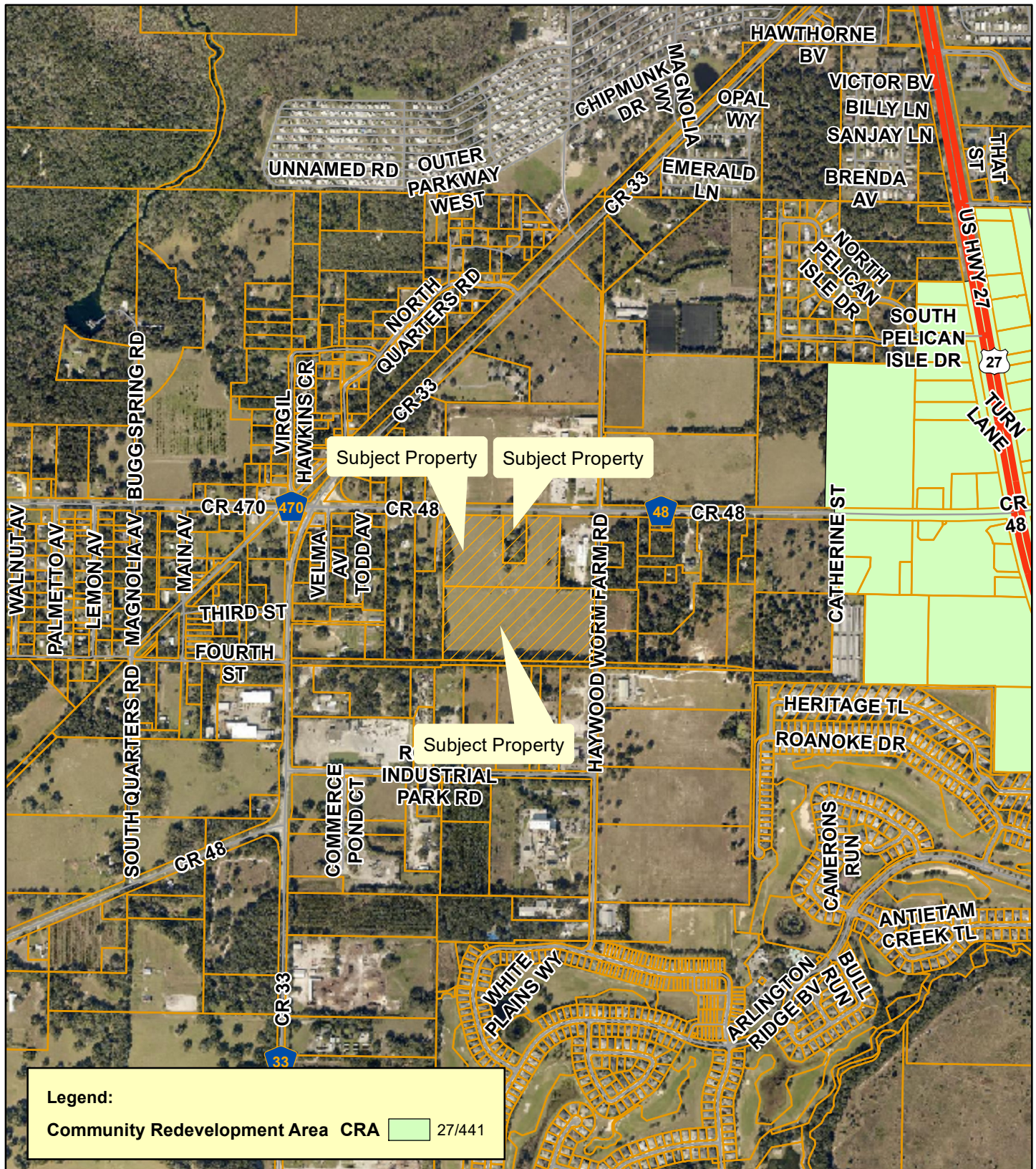


**Planning
& Zoning
Division**

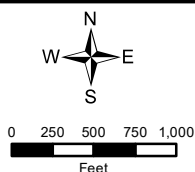


Sundance Commercial and Industrial
 ANN-22-584; SSCP-22-585; PUD-22-586
 Alternate Key #'s: 1111005; 1295815; 3319796
 3822 County Road 48, Okahumpka
 Sections 14, 15; Township 20 South; Range 24 East
 January 5, 2023

Community Redevelopment Area



**Planning
& Zoning
Division**



Sundance Commercial and Industrial
 ANN-22-584; SSCP-22-585; PUD-22-586
 Alternate Key #'s: 1111005; 1295815; 3319796
 3822 County Road 48, Okahumpka
 Sections 14, 15; Township 20 South; Range 24 East
 January 5, 2023



Picture of sign posting on Haywood Farm Road



Picture looking north on Haywood Farm Road



Picture looking East on Haywood Farm Road



Picture looking south on Haywood Farm Road



Picture taken looking into the property on CR 48, closest to Haywood Farms Rd



Picture taken looking west on CR 48



Picture taken looking north on CR 48



Picture taken looking east on CR 48



Picture of second posting on CR 48



Picture looking west on CR 48



Picture taken looking north on CR 48



Picture taken looking east on CR 48



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY HALL
THURSDAY, MARCH 23RD, 2023 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, March 23rd, 2023, at City Hall.

Chairman Tim Sennett called the meeting to order at 4:30 p.m.

The following Commission members were present:

Tim Sennett - Chairman
Ted Bowersox – Vice-Chairman
John O’Kelley
Stewart Kaplan
Nathaniel Sanders

The following Commission members were absent:

Frazier Marshall
Ze’Shieca Carter
Ken Simeone
Rosalind Peebles-Johnson

City staff in attendance included Dan Miller, Planning & Zoning Director, Sabrina Mitchell, Administrative Assistant II, Dianne Yekel, Senior Planner, Kandi Harper, Senior Planner, Max Van Allen, Planner, Melissa Medders, Planner and City Attorney Grant Watson was also present.

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

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

DRAFT SUMMARY MINUTES OF THE PLANNING COMMISSION MEETING

FOR THURSDAY, FEBRUARY 23RD, 2023.

Vice-Chairman Bowersox moved to APPROVE the draft minutes from the FEBRUARY 23RD, 2023 meeting. Commissioner Sanders SECONDED the motion, which PASSED by a vote of 5-0.

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

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

NEW BUSINESS

1) PUBLIC HEARING CASE # SSCP-22-585 – SUNDANCE COMMERCIAL AND INDUSTRIAL – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING 33.45 +/- ACRES FROM LAKE COUNTY REGIONAL OFFICE TO CITY OF LEESBURG INDUSTRIAL FOR A MIXED-USE DEVELOPMENT ON A PROPERTY GENERALLY LOCATED SOUTH OF COUNTY ROAD 48 AND WEST OF HAYWOOD WORM FARM ROAD, AS LEGALLY DESCRIBED IN SECTIONS 14 AND 15, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, APRIL 10TH, 2023 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, JUNE 12TH, 2023) (Sundance Commercial and Industrial) (POSTPONED AT APPLICANT'S REQUEST FROM THE FEBRUARY 23RD, 2023 PLANNING COMMISSION REGULAR MEETING)**

Dan Miller requested to discuss the next two cases together and vote on each case separately.

Dan Miller introduced case number #SSCP-22-585 – Sundance Commercial and Industrial – Small Scale Comprehensive Plan Amendment and case number #PUD-22-586 Planned Unit Development into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

Mr. Miller gave a background and explanation of the subject property, location, zoning, requests, went over aerial map, conceptual architectural samples Exhibit D, and PUD (Planned Unit Development).

Max Van Allen utilized a power point presentation to demonstrate the area of the proposed site for both cases.

Department Review Summary: This case was sent out to all the different City departments, Lake County Public Works, and the School Board there were no substantive comments from the City departments. Lake County Public Works did note the need for turn lanes on CR 48, plus a right turn lane on Haywood Worm Farm Road and additional right of way for the proposed future Central Lake Trail, as well as for the possibility of the widening of CR 48 which rolls into 470. Public responses – we did not receive any major comments from the City of Leesburg notice requirements. Staff did receive two written responses for approval, we didn't receive any recommendations for denial in response to the posted signs and newspaper.

Mr. Miller read the Staff Recommendations into the record for both cases; Staff supports both cases; recommended approval.

Chairman Sennett stated if the Commission have any questions of Staff or applicant.

Dwight Sadoff with Project Finance & Development at 7575 Dr. Phillips Blvd. Suite 165 Orlando, Florida 32819 stated the primary reason to come to the City; utilities, 33 acres, no wetlands, no endangered species, flat, used for cattle, uses seeking; very consistent, frontage on CR 48; removed any reference industrial uses, permitted/conditional uses; City Code, not seeking to have use in plan, fronts on two roads, different; County did not want access on CR 48; County permission, uses stated very specifically; concept plan, Exhibit C, few things in conditions of approval; carryovers from prior plan, hopefully, Dan Miller will clean up before City Commission; uses; slightly misstated; conditions, specific; concept plan, design standards, material; applicable to residential development, not applicable to our plan; commercial/industrial development, going smoothly, very high on the area, intensity of people, went over PUD standards with Dan Miller to make changes; (5A) elevations applicable to SF units; (B1), Dan Miller stated and read into the record (7C) the elevations of SF should be taken out, plan; open space 35% minimum, Code 30%, match Code; Dan Miller replied change in Code; our City Commission requires every PUD; 35%, about two years ago started wanting increases on that; in order to move forward, very particular worded permitted uses; stick with what proposed, consistent with what we discussed; Dan Miller replied allowing industrial uses; 6.5 acres; define industrial uses; Dwight Sadoff stated we just referenced the Code, M1 permitted uses, not M1 conditional; Dan Miller stated think we can make that work if the Commission will allow me to work with the applicants on that, make sure nothing nauseous; don't see a problem with his request, request permission from Commission, clarification; about conditional uses/permitted in the industrial; applicant is correct, happy to work with applicant to make change; before City Commission, Dwight Sadoff stated on the concept plan; walls on the east/west side wall or 6' opeg security fence, Staff report; provides/allows for fence on east and wall on the west side.

Dan Miller replied it was intended to be a wall on west and fence on east; Dwight Sadoff stated the difference in cost; wall/fence, substantial cost difference; value of brick or block wall; fence, both provide opeg barrier; Dan Miller replied can work with that if 25' buffer remains on west side, fence responsibility of POA if Commission agrees; Dwight Sadoff stated (7A.3); gated; depends on use; don't want to say shall be gated.

Dan Miller replied it depends on the use we are alright with that on Haywood Worm Farm, if use requires a gate; will need to put one up, may be gated, fine with Staff; Dwight Sadoff stated he has question on paragraph (6C), reference to upland buffer; section landscaping/buffer requirements, section (11E); wetlands, flood zones, and wildlife, upland buffer; paragraph dealing with landscape/buffer requirements, not required to put in walkway, buffer; Dan Miller replied allowed in upper buffers but limited to, but not required; Dwight Sadoff read condition into record; Dan Miller replied if you wanted to put a hiking trail; thanks the applicant.

Commissioners, and Mr. Miller discussed PUD conditions are written as they should be, so if we have anything to clean up; let's move forward, architectural standards; originally architectural presented were metal buildings; added some architectural standards; Dan Miller went over façade samples; conceptual; Exhibit D; language in PUD; Staff can work with applicant on architectural designs, something that looks good, these are examples; not locked in, read standards; looks like a residential standard, how they work, non-predominance of metal, stucco, 50:50, some angles; doesn't just stand out as a metal building; Dan Miller requested permission to work the applicants on the changes; Commission agreed.

Chairman Sennett stated if the Commission have any questions of the applicant or if anyone in the audience would like to speak on this case.

Chairman Sennett closes discussion from the Public, entertained a motion, and then the voting took place.

Commissioner Sanders made a MOTION for APPROVAL of case # SSCP-22-585 – SUNDANCE COMMERCIAL AND INDUSTRIAL – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT Commissioner Kaplan SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 5-0 .

Chairman Sennett called for the second case under new business be brought forward.

2) PUBLIC HEARING CASE # PUD-22-586 – SUNDANCE COMMERCIAL AND INDUSTRIAL – PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 33.45 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO THE CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR A MIXED-USE DEVELOPMENT, FOR A PROPERTY GENERALLY LOCATED SOUTH OF COUNTY ROAD 48 AND WEST OF HAYWOOD WORM FARM ROAD, AS LEGALLY DESCRIBED IN SECTIONS 14 AND 15, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, APRIL 10TH, 2023 AND SECOND READING TENTATIVELY**

SCHEDULED FOR MONDAY, JUNE 12TH, 2023) (Sundance Commercial and Industrial) **(POSTPONED AT APPLICANT'S REQUEST FROM THE FEBRUARY 23RD, 2023 PLANNING COMMISSION REGULAR MEETING)**

Chairman Sennett entertained a motion, and then the voting took place.

Commissioner Kaplan made a MOTION for APPROVAL of case # PUD-22-586 – SUNDANCE COMMERCIAL AND INDUSTRIAL – PLANNED UNIT DEVELOPMENT with the changes Vice-Chairman Bowersox SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 5-0.

DISCUSSION

None

ANNOUNCEMENTS

None

Chairman Sennett entertained a motion to adjourn.

Motion to adjourn made by Vice-Chairman Bowersox and seconded by Commissioner O'Kelley.

ADJOURNMENT

Meeting was adjourned at 5:36 p.m.

Tim Sennett, Chairman

Sabrina Mitchell, Administrative Assistant II

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.6.

Meeting Date: May 22, 2023

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 33.45 acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development), to allow for a mixed use development, for a property generally located south of County Road 48 and west of Haywood Worm Farm Road, as legally described in Section 15, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Sundance PUD)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for mixed use development.

Analysis:

The project site is approximately 33.45 acres. The property is generally located south of County Road 48 and west of Haywood Worm Farm Road. Currently, the property is undeveloped acreage. The proposal is for a mixed use commercial and industrial development. The surrounding zoning districts include industrial, commercial, agricultural and residential districts in Lake County. These districts are compatible, as conditioned in the accompanying zoning case, with the proposed zoning district of PUD (Planned Unit Development). This proposal will provide for development that is consistent with the City's adopted Growth Management Plan, the surrounding land uses, and would allow an appropriate use for the property. City utilities are available in the area.

The Planning Commission held a public hearing on the application on March 23, 2023 and recommended approval by a vote of 5-0.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to PUD (Planned Unit Development); or
2. Other 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.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 33.45 ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT), TO ALLOW FOR A MIXED USE DEVELOPMENT, FOR A PROPERTY GENERALLY LOCATED SOUTH OF COUNTY ROAD 48 AND WEST OF HAYWOOD WORM FARM ROAD, AS LEGALLY DESCRIBED IN SECTION 15, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (SUNDANCE PUD)

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

Section 1.

Based upon the petition of **33 AC SR 48, LLC, 1701 Spring Lake Drive, Orlando, Florida, 34762, (Christopher Germana, Germana Engineering and Associates, LLC, 1120 West Minneola Drive, Clermont Florida 34711, Agent)** of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit A)

Section 2.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 22nd day of May 2023.

Mayor

ATTEST:

City Clerk

**SUNDANCE COMMERCIAL/INDUSTRIAL
PUD (PLANNED UNIT DEVELOPMENT CONDITIONS)
March 23, 2023**

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, 1120 West Minneola Avenue, Clermont, Florida 34777-0961 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 requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed mixed used development, consisting of 6.5+/- acres of commercial, light industrial and office uses, plus 25+/- acres of industrial uses, along with retention and open space for a total of approximately 33 acres, generally located on the south 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, 1120 West Minneola Avenue, Clermont, Florida 34777-0961 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 33 acres, shall be used for commercial and industrial development pursuant to City of Leesburg development codes and standards.

A. Permitted Uses (Area A - 6.5+/- acres)

- 1) Flex Space (office/warehouse units)
- 2) Office space (professional/building trades & contractors)
- 3) Major medical facilities, to include physician/dental/physical rehab offices
- 4) Veterinarian offices and facilities
- 5) Mini-Warehouse/storage units
- 6) Indoor entertainment/outdoor recreation (fields, games)
- ~~7) Vehicle sales and services (intensive and limited)~~
- ~~7) Drive-thru restaurants~~
- 8) Permitted uses listed under C-1 (Neighborhood Commercial), C-2 (Community Commercial) and C-3 (Highway Commercial) zoning districts as of the date of adoption of this ordinance.
- 9) Permitted Uses in the M-1 (Industrial) zoning district (no smoke, odor, particulates or excessive noise) as of the date of adoption of this ordinance

B. Permitted Uses (Industrial Area B - 25+/- acres)

- 1) Flex Space (office/warehouse units)
- 2) Office space (professional/building trades & contractors)
- 3) Major medical facilities, to include physician/dental/physical rehab offices
- 4) Mini-Warehouse/storage units
- 5) Veterinarian offices and facilities
- 6) Indoor entertainment/outdoor recreation (fields, games)
- 7) Vehicle sales and services (intensive and limited)
- 8) Permitted uses listed under C-1 (Neighborhood Commercial), C-2 (Community Commercial) and C-3 (Highway Commercial) zoning districts as of the date of adoption of this ordinance.
- 9) Permitted Uses in the M-1 (Industrial) zoning district (no smoke, odor, particulates or excessive noise) as of the date of adoption of this ordinance

C. Prohibited Uses

- 1) Convenience store
- 2) Liquor store
- 3) Tattoo parlor
- 4) Internet cafes
- 5) Check cashing facility
- 6) All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

4. DEVELOPMENT STANDARDS

- A. Description - The project consists of approximately 33 acres, which, for planning purposes, has been divided into two main areas. “Area A” shall be the more commercial-focused portion of the property. It is located adjacent to County Road

48, consisting of the northern 6.5+/- acres, and shall contain a maximum of 142,000 building square feet as noted on the attached Conceptual Development Plan. **“Area B”** shall be that property consisting of the southern 25+/- acres of the property, and shall be the more general industrial focused portion. All development shall be substantially consistent with the proposed **Exhibit C, Conceptual Development Plan**.

B. Area A Development Standards (northern 6.5+/- acres)

1. Lot development standards for Area A shall conform to the C-3 (Highway Commercial) zoning district standards, except as otherwise noted herein. Uses for this area shall be as noted in this document.
2. Individual lot sizes and setbacks may be adjusted during the Site Plan review process by the Development Review Committee, to ensure adequate setbacks for individual uses.

C. Area B Development Standards (southern 25+/- acres)

1. Lot development standards for Area B shall conform to the M-1 (Industrial) zoning district standards, except as otherwise noted herein. Uses for this area shall be as noted in this document.
2. Individual lot sizes and setbacks may be adjusted during the Site Plan review process by the Development Review Committee, to ensure adequate setbacks for individual uses.

D. For all Structures

1. Minimum distance between structures shall be twenty (20) 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.
2. Maximum building height: two (2) stories or 35 feet.
3. 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.
4. Attached screened enclosures must maintain a minimum setback of five (5) feet from the side and rear property line.
5. 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.~~

~~E. Open Space.~~

- ~~E.1.~~ Minimum open space requirement for the entire property shall be thirty-five (35%).

5. DESIGN/ARCHITECTURAL STANDARDS

- A. 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, which shall include aesthetically appealing, comprehensive, modern design and construction methods for all structures fronting on County Road 48.

- B. The first row of buildings located in Commercial Area A, immediately adjacent to County Road 48, which will primarily “front-face” the road and side faces to the road, shall comply with the front-face requirements noted herein.
- C. Allowable exterior building materials, design variations and features for industrial or office uses:
 - 1. Institutional grade, tilt-wall
 - 2. Pre-cast concrete
 - 3. Textured stucco on block
 - 4. Front facades: Brick, stone or hardy board accents
 - 5. Earth tones, paint palette required
 - 6. Gabled or pitched roofs
 - 7. Covered entries required
 - 8. Eaves (minimum 6-inch projections) required
 - 9. For front-facing garage vehicle doors decorative panel pieces including glass required
 - 10. Front doors: glass panels or panes required
 - 11. Front facades: windows required
- D. Prior to building construction, facades shall be submitted to the Planning and Zoning Department for review.
- E. The architectural styles and facades shown in **Exhibit D, Building Elevations**, are considered to meet the requirements of this section.
- F. Other similar design variations meeting the intent of this section may be approved by the Community Development Director or designee.
- G. The Permittee shall utilize “Dark Sky” lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties.

6. **LANDSCAPING & BUFFER REQUIREMENTS**

- A. Landscape buffers shall be separate from, and 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 Association. Minimum landscape and buffer standards shall be as follows.
 - 1. North: 10 feet
 - 2. South: 10 feet
 - 3. East: 25 feet (adjacent to Haywood Worm Farm Road)
10 feet (adjacent to Industrial use to the east)
 - 4. West: 25 feet
- B. On the western property boundary, a minimum six (6) foot wall or privacy fence (consisting of PVC or other such synthetic material) shall be installed at the

property line to provide a solid visual buffer between the subject property and the adjacent residential use.

- C. Land uses allowed within the upland buffers of any wetlands are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.

~~CD~~. A six-foot wall or privacy fence; (consisting of PVC or other such synthetic material), may be installed along the eastern boundary of the property, adjacent to Haywood Worm Farm Road. Such wall or fence may include a gated entrance.

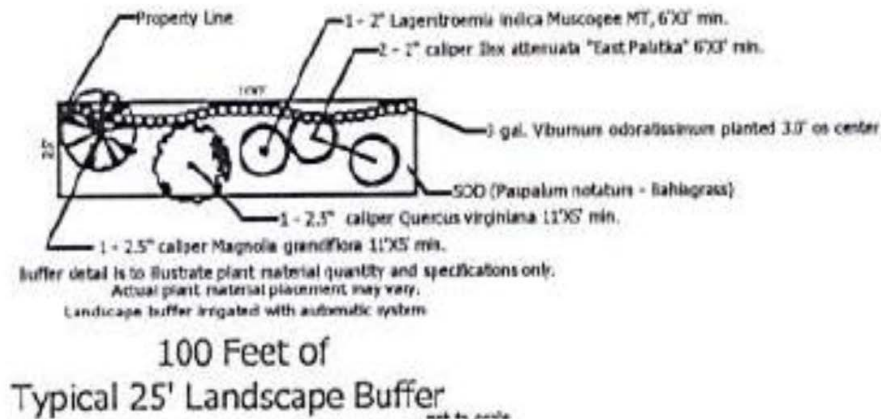
~~ED~~. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below.

~~EF~~. In Area B, the developer may elect to enhance the wall or fence with security features (e.g. 2' barb wire wall/fence top).

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



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.

C.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.

- 1) The required access point along County Road 48 shall be designed as a boulevard style roadway (with a divided landscaped median) with right-in and right-out design, which runs southward to Area B, as shown on the attached Conceptual Plan Exhibit C.
- 2) Development of the property shall take into consideration future right of way acquisition for the Central Lake Trail along County Road 48, and the potential widening of CR470 and County Road 48 into four (4) lanes.
- 3) The access point along Haywood Worm Farm Road may be gated.

B. Actual location and design of all roadways 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.

- C. 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.

- 1. 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.

- 2. 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.

- D. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.

- E. Signs shall comply with City of Leesburg Code of Ordinances sign requirements, as amended. 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.

- F. 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 access point adjacent to County Road 48 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.
- H. All roads within the development shall be constructed to meet the City of Leesburg's standards, ARTICLE VII – TECHNICAL STANDARDS, as amended.
 - 1) Should the Permittee (or designee) desire to dedicate the proposed project's internal road system to the City of Leesburg; the Permittee shall demonstrate to the satisfaction of the City of Leesburg that the road system is in suitable condition and meets all City road design requirements.
 - 2) Should the Permittee (or designee) choose to retain the roadways, the Permittee shall establish an appropriate legal entity that shall accept responsibility to pay the cost and perform all services required to maintain the roads and transportation improvements to City of Leesburg codes and standards, as amended. A Homeowners or Property Owners Association, or other such legal entity will be considered acceptable.

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. 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 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 Corps 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. 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.

14. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. Implementation of the project shall substantially commence one-hundred twenty (120) months after approval of this Planned Development. In the event, the conditions of the PUD have not been substantially implemented during the required time period, the City of Leesburg shall have the option of scheduling the PUD, with due notice to the owner and surrounding property owners, for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to another appropriate zoning classification.

- C. As part of the overall development process, if the project is constructed in phases, then plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

15. 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.

16. 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

~~1.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.

~~2.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

~~2)~~ ~~a.~~

~~1.a.~~ There are no previous commitments of any existing or planned excess capacity for this property.

3) Ability to Provide Services

~~1.a.~~ At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.

~~2.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.

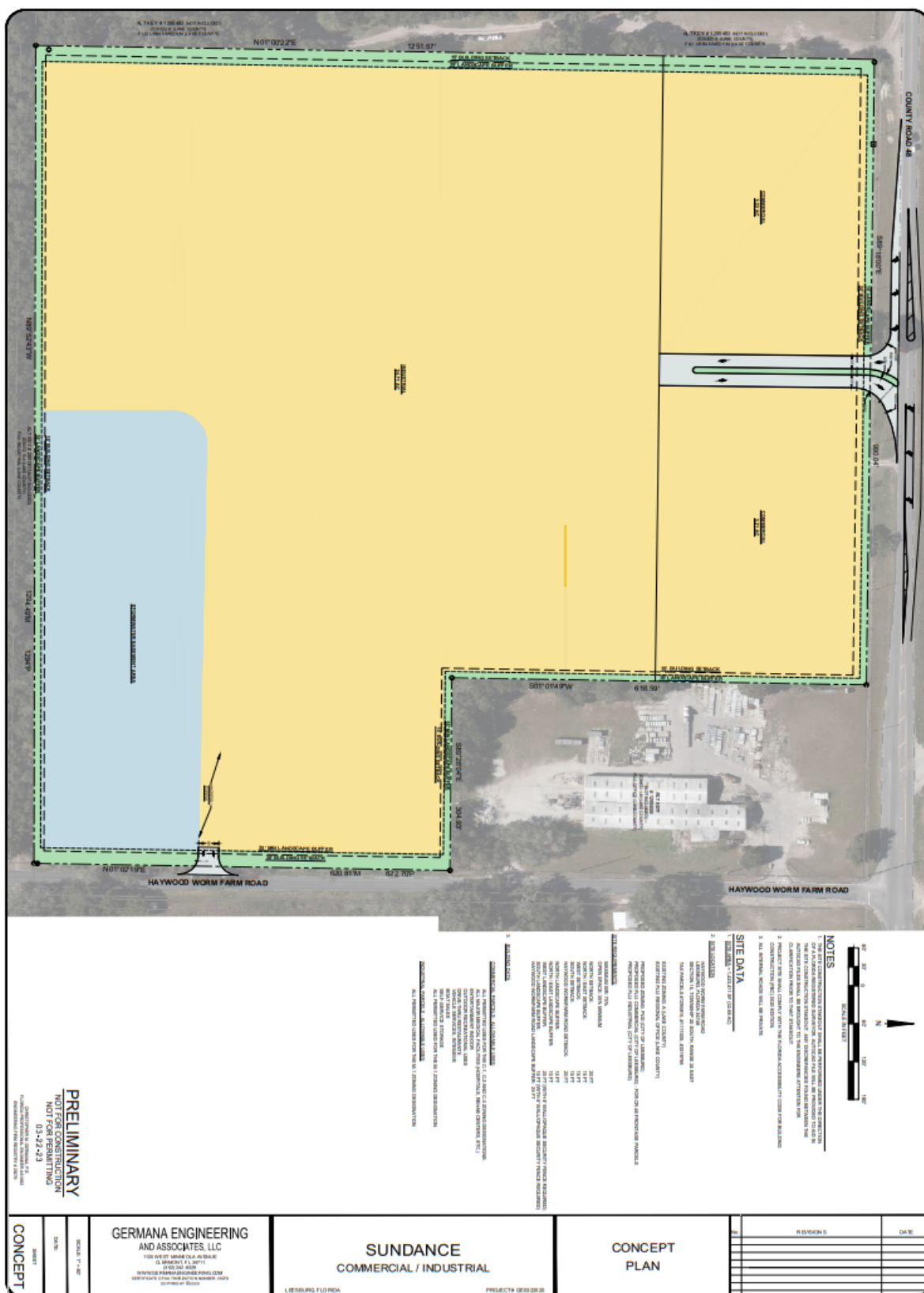
Also, LESS that part of Haywood Worm Farm Road over the East lot lines of said Lot 13, 14, 15 and 16 thereof.

AND

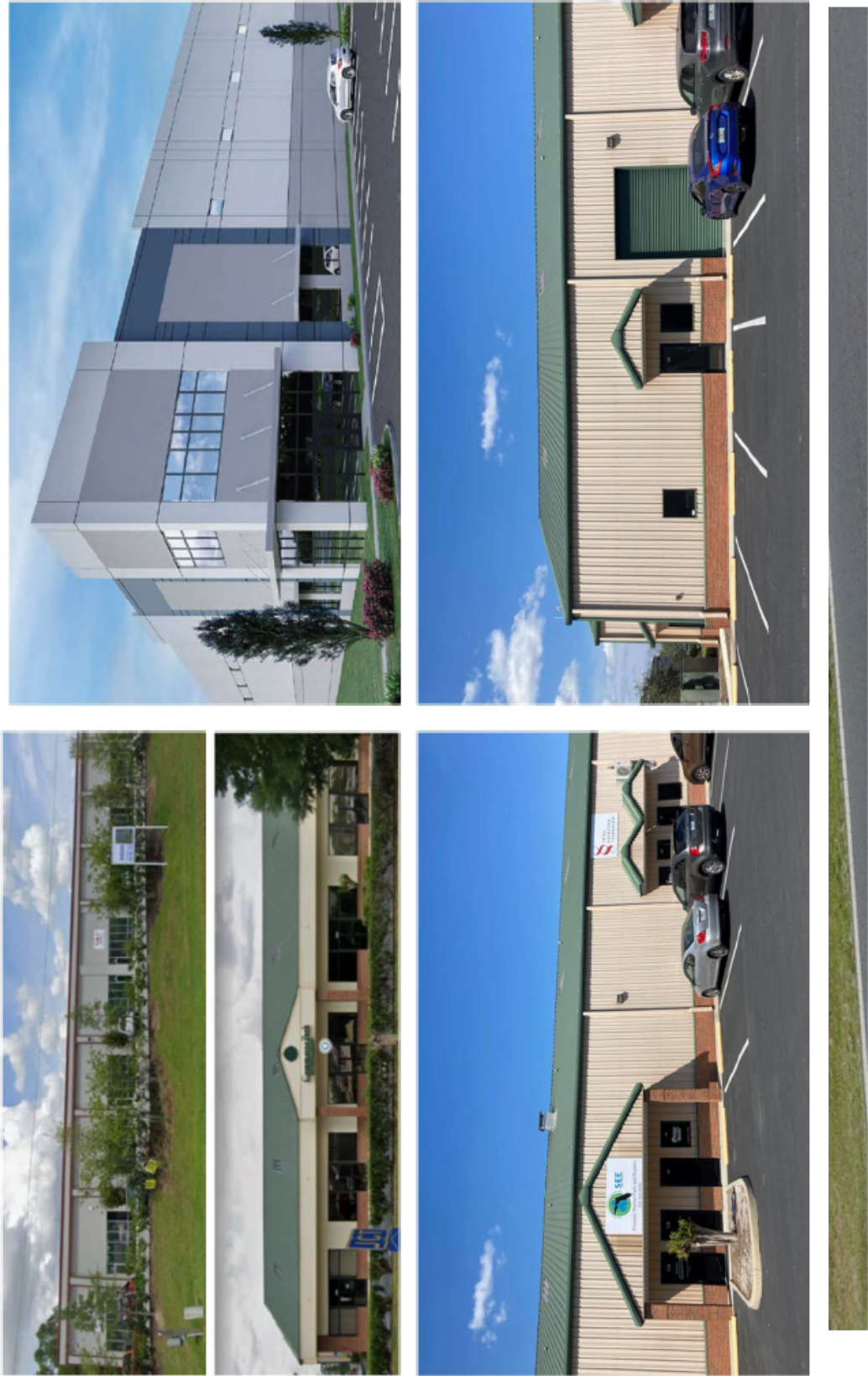
The West 3/4 of the North 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 15, Township 20 South, Range 24 East, Lake County, Florida.

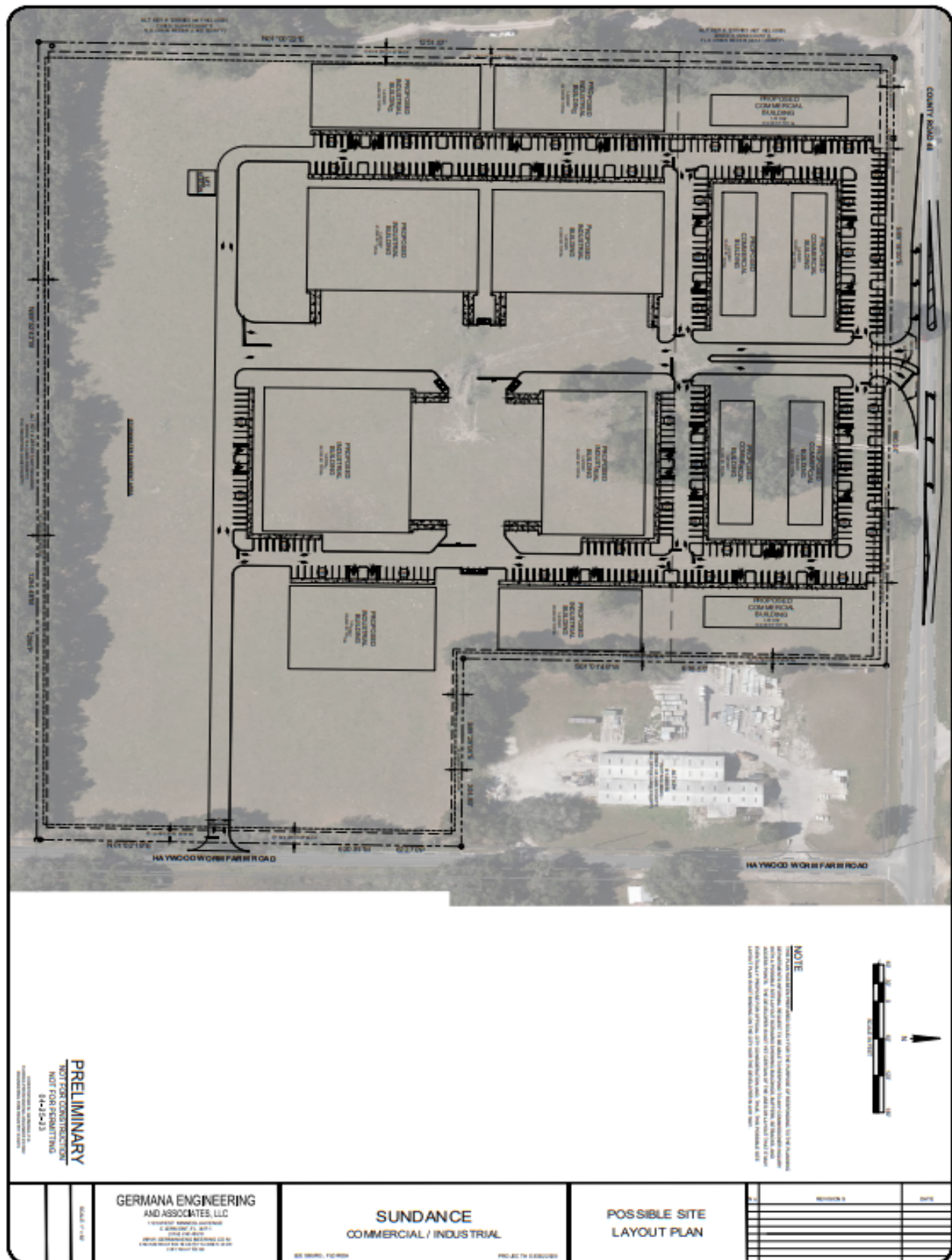
LESS the right-of-way for State Road No. 48 along the North lot line thereof.

CONCEPTUAL SITE PLAN



CONCEPTUAL ARCHITECTURE Sundance – Example Architecture







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

OWNER: 33 AC SR 48, LLC
PETITIONER: Germana Engineering and Associates, LLC on behalf of Roper Real Estate, Inc.
PROJECT: Sundance Commercial and Industrial
REQUEST: Rezoning to PUD (Planned Unit Development)
CASE NO.: PUD-22-586

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed request for a PUD (Planned Unit Development) zoning as conditioned, is compatible with the current surrounding zoning districts of Lake County A (Agriculture), Lake County HM (Heavy Industrial), Lake County LM (Light Industrial), Lake County CP (Planned Commercial), Lake County MP (Planned Industrial), and Lake County R-6 (Urban Residential), and Lake County R-7 (Mixed Residential).
2. Under the proposed PUD (Planned Unit Development) conditions for this property, the proposed Future Land Use designation of City of Leesburg Industrial is compatible with adjacent properties having Future Land Use designations with Lake County having designations of Industrial, Regional Office, Regional Commercial, and Urban Medium.
3. The site is located along a major growth corridor and near existing city utilities which are available at US-27.
4. The proposed zoning designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve the proposed rezoning from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) and forward the recommendation to the City Commission for consideration.

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

DATE: March 23, 2023

OWNER: 33 AC SR 48, LLC

PETITIONER: Germana Engineering and Associates, LLC

PROJECT: Sundance Commercial and Industrial

REQUEST: Small Scale Comprehensive Plan Amendment to Industrial; Zoning to PUD
(Planned Unit Development)

CASE NO.: SSCP-22-585; PUD-22-586

GENERAL LOCATION: South of County Road 48 and West of Haywood Worm Farm Road.

FUTURE LAND USE DESIGNATION: Lake County Regional Office

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Regional Office

South – Lake County Industrial

East – Lake County Medium Density

West – Lake County Urban Medium Density

PROPOSED FUTURE LAND USE DESIGNATION: Industrial

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County MP (Planned Industrial)

South – Lake County HM (Heavy Industrial) (Vacant); Residential (Vacant; Unbuildable)

East – Lake County R-1 (Rural Residential); Lake County C-2 (Community Commercial);

Lake County R-7 (Mixed Residential); Lake County A (Agriculture)

West – Lake County A (Agriculture); Lake County R-6 (Urban Residential)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Improved pasture/hay

SURROUNDING EXISTING LAND USE:

North – Residential; Industrial

South – Industrial; Commercial

East – Commercial (Vacant); Residential

West – Residential

PROPOSED LAND USE: Mixed-Use

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

DATE: March 23, 2023

OWNER: 33 AC SR 48, LLC

PETITIONER: Germana Engineering and Associates, LLC on behalf of Roper Real Estate, Inc.

PROJECT: Sundance Commercial and Industrial

REQUEST: Small Scale Comprehensive Plan Amendment to Industrial; Zoning to PUD (Planned Unit Development)

CASE NO.: SSCP-22-585; PUD-22-586

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments – As of 03/17/2023

FIRE

No comments from Leesburg Fire Department. – Amanda Stevenson, 03/17/2023

ELECTRIC

This is outside Leesburg Electric Territory. – Steve Davis 03/03/2023

GAS

Natural gas is available and directed per City Ordinance. – Brandon Smith 03/03/2023

GIS

No comments – As of 03/17/2023

BUILDING

No comments – As of 03/17/2023

PUBLIC WORKS

Public Works has no issues with this item. – Clifford Kelsey 03/03/2023

ADDRESSING

No comments – As of 03/13/2023

HOUSING & REDEVELOPMENT

No comments – As of 03/17/2023

LAKE COUNTY PUBLIC WORKS

Major comments for CR 48 and Haywood Worm Farm Road

- Turn Lanes are required on CR 48 at the development's proposed access.
- A right turn lane on Haywood Worm Farm Road at the development's access will be required with further evaluation of left turn lane with future development application and site plan.
- Additional right-of-way may be required for the two county roads
- A traffic impact analysis will be required, meeting the Lake-Sumter MPO guidelines for traffic analysis
- The traffic impact analysis is highly recommended, to be submitted by the developer and reviewed by Lake-Sumter MPO and Lake County prior to PUD hearing

Lake County Department of Public Works recommended requirements for the Sundance Subdivision PUD impacts to roadways and drainage systems:

CR 48:

- Access to the development off CR 48 will require both left and right turn lanes on CR 48.
- The development is proposed to be mixed use with commercial and industrial/warehouse. The development will need to provide interconnectivity for access between the different uses.
- The traffic impact analysis for the site will need to analysis the storage queue for the existing turn lanes and a signal warrant analysis for the intersection.
- The Trail Master Plan has identified the Central Lake Trail along CR 48. The development will need to accommodate this trail in the site's design.
- Additional right-of-way will be required for the Central Lake Trail.
- Additional right-of-way will be required to accommodate the right turn lane in the ultimate condition for the future CR 470/48 four lane plan.
- A Grading, Drainage, and Utility easement will need to be provided along CR 48.

Haywood Worm Farm Rd:

- A right turn lane on Haywood Worm Farm Road will be required at the development's entrance and a left turn lane will be further evaluated with future development application and site plan.
- Additional right-of-way maybe required along development's frontage.
- Sidewalk will need to be provided along road frontage to meet city and county requirements.

Internal connectivity:

- The development is recommended to have internal pedestrian and bicycle connectivity throughout the development and to the Central Lake Trail along CR 48.

Traffic:

- A Traffic Impact Analysis will be required of this development for review by Lake-Sumter MPO and Lake County.

Stormwater Management:

- The site's stormwater management design will need to be reviewed by Lake County when submitted to both the City of Leesburg and St Johns River Water Management District. We may require Lake County stormwater design standards on ponds that outfall or affect surrounding unincorporated lands or onto county roads.

– Seth Lynch, Development Engineer/Project Manager – 02/17/2023

LAKE COUNTY SCHOOLS

The residential component of the mixed-use project is subject to school concurrency review. Proportionate share mitigation may be required at time of submittal. Please refer the applicant to me for more information on the process. – Helen LaValley 02/02/2023

PUBLIC RESPONSES

Approval

2

Disapproval

No comments – As of 03/17/2023

No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Aerial



**Planning
& Zoning
Division**

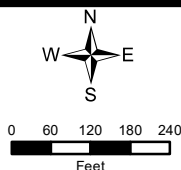


Sundance Commercial and Industrial
 ANN-22-584; SSCP-22-585; PUD-22-586
 Alternate Key #'s: 1111005; 1295815; 3319796
 3822 County Road 48, Okahumpka
 Sections 14, 15; Township 20 South; Range 24 East
 January 5, 2023

Surrounding Land Uses

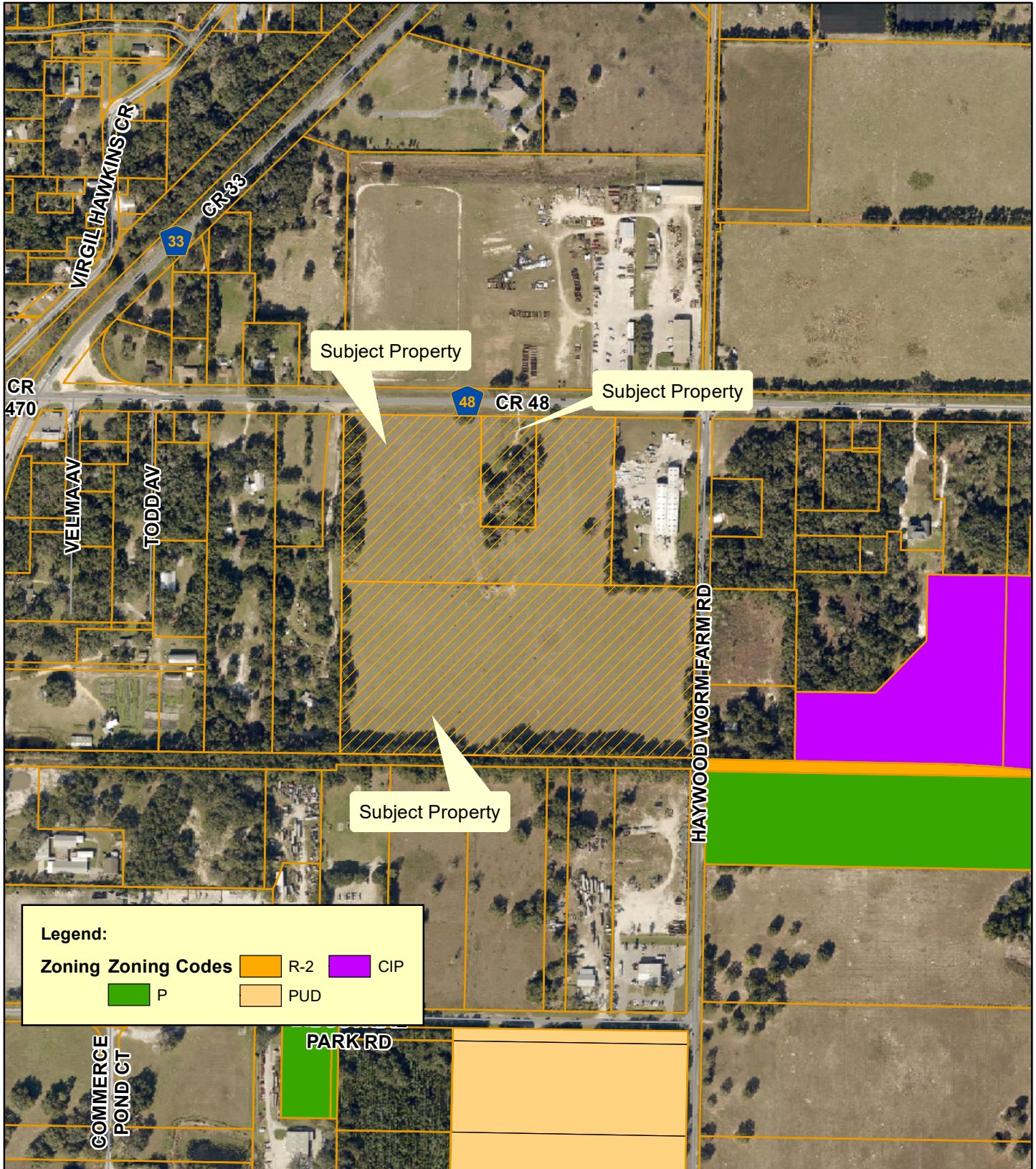


**Planning
& Zoning
Division**

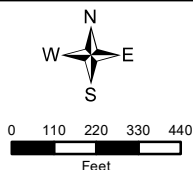


Sundance Commercial and Industrial
ANNX-22-584; SSCP-22-585; PUD-22-586
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Zoning

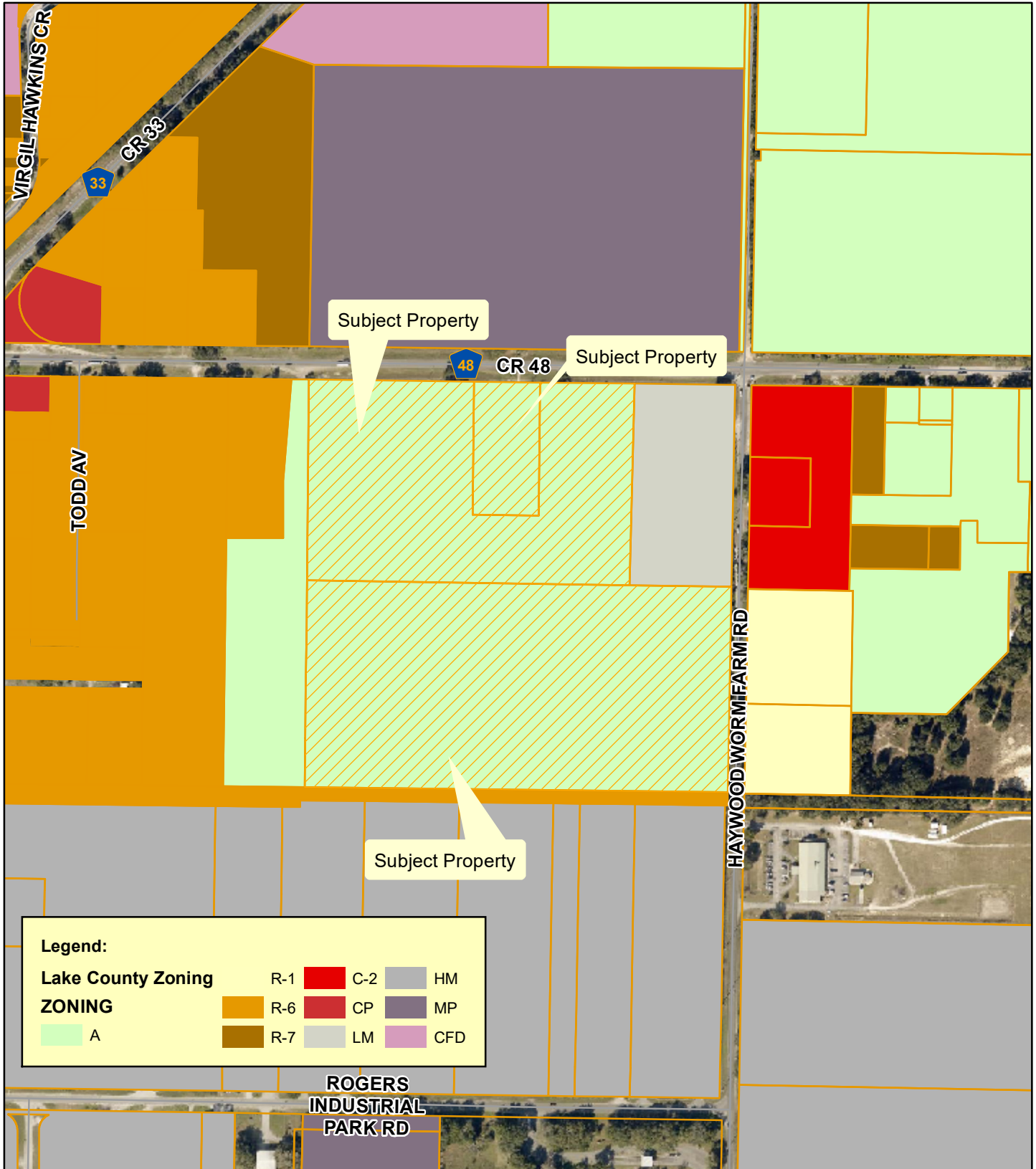


**Planning
& Zoning
Division**



Sundance Commercial and Industrial
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Lake County Zoning

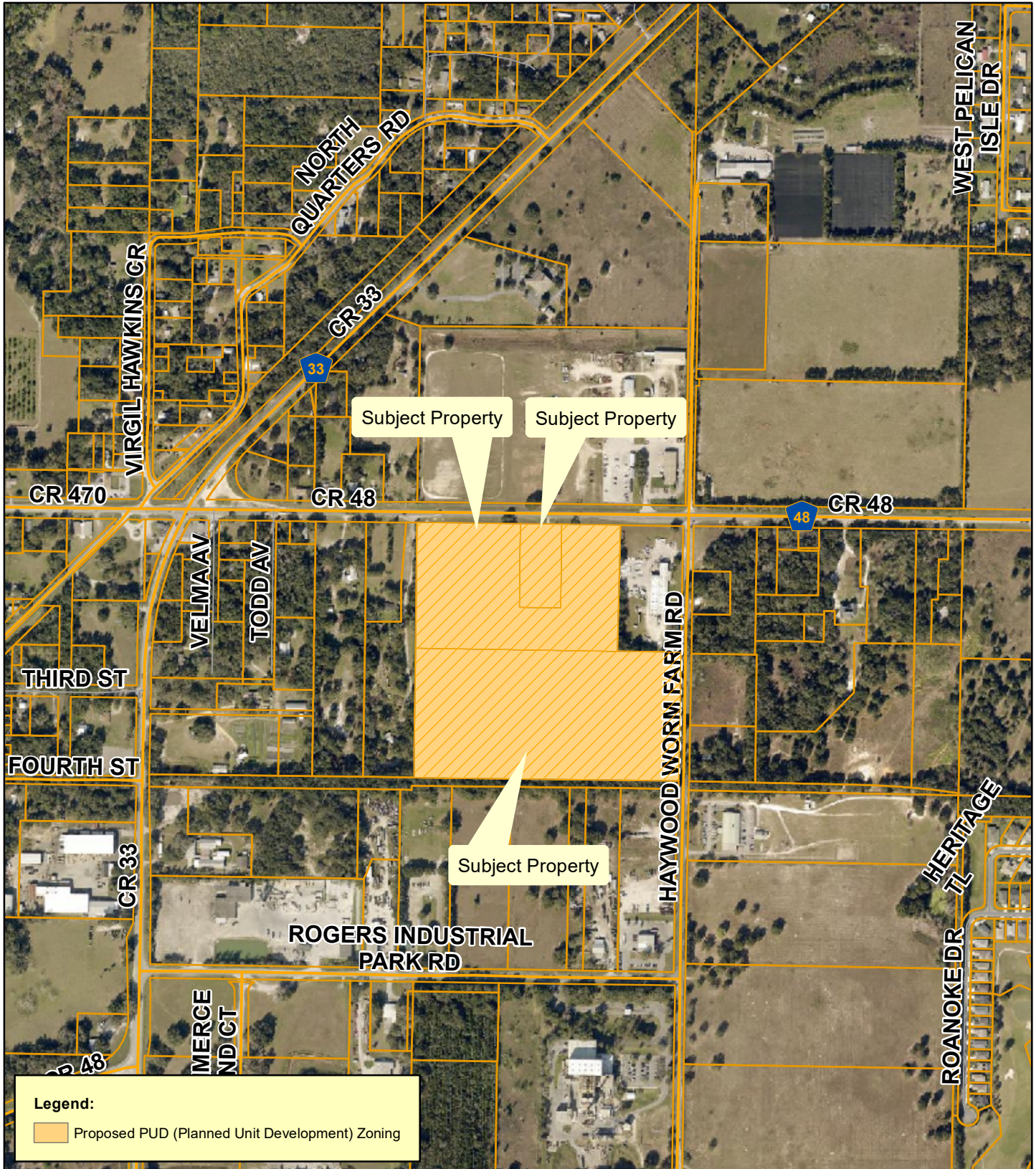


**Planning
& Zoning
Division**

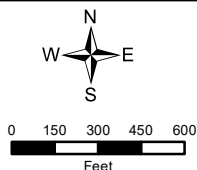


Sundance Commercial and Industrial
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 Alternate Key #'s: 1111005; 1295815; 3319796
 3822 County Road 48, Okahumpka
 Sections 14, 15; Township 20 South; Range 24 East
 January 5, 2023

PROPOSED Zoning



**Planning
& Zoning
Division**



Sundance Commercial and Industrial
3822 County Road 48, Okahumpka
Alternate Key #'s: 1111005; 1295815; 3319796
Sections 14, 15; Township 20 South; Range 24 East
January 5, 2023

Sundance Commercial and Industrial



Looking south into the property on CR 48



Looking west on CR 48



Looking north on CR 48



Looking east on CR 48



Looking west into the property on Haywood Worm Farm Road



Looking north on Haywood Worm Farm Rd



Looking east on Haywood Worm Farm Road



Looking south on Haywood Worm Farm Road



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY HALL
THURSDAY, MARCH 23RD, 2023 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, March 23rd, 2023, at City Hall.

Chairman Tim Sennett called the meeting to order at 4:30 p.m.

The following Commission members were present:

Tim Sennett - Chairman
Ted Bowersox – Vice-Chairman
John O’Kelley
Stewart Kaplan
Nathaniel Sanders

The following Commission members were absent:

Frazier Marshall
Ze’Shieca Carter
Ken Simeone
Rosalind Peebles-Johnson

City staff in attendance included Dan Miller, Planning & Zoning Director, Sabrina Mitchell, Administrative Assistant II, Dianne Yekel, Senior Planner, Kandi Harper, Senior Planner, Max Van Allen, Planner, Melissa Medders, Planner and City Attorney Grant Watson was also present.

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

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

DRAFT SUMMARY MINUTES OF THE PLANNING COMMISSION MEETING

FOR THURSDAY, FEBRUARY 23RD, 2023.

Vice-Chairman Bowersox moved to APPROVE the draft minutes from the FEBRUARY 23RD, 2023 meeting. Commissioner Sanders SECONDED the motion, which PASSED by a vote of 5-0.

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

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

NEW BUSINESS

1) PUBLIC HEARING CASE # SSCP-22-585 – SUNDANCE COMMERCIAL AND INDUSTRIAL – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING 33.45 +/- ACRES FROM LAKE COUNTY REGIONAL OFFICE TO CITY OF LEESBURG INDUSTRIAL FOR A MIXED-USE DEVELOPMENT ON A PROPERTY GENERALLY LOCATED SOUTH OF COUNTY ROAD 48 AND WEST OF HAYWOOD WORM FARM ROAD, AS LEGALLY DESCRIBED IN SECTIONS 14 AND 15, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, APRIL 10TH, 2023 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, JUNE 12TH, 2023) (Sundance Commercial and Industrial) (POSTPONED AT APPLICANT'S REQUEST FROM THE FEBRUARY 23RD, 2023 PLANNING COMMISSION REGULAR MEETING)**

Dan Miller requested to discuss the next two cases together and vote on each case separately.

Dan Miller introduced case number #SSCP-22-585 – Sundance Commercial and Industrial – Small Scale Comprehensive Plan Amendment and case number #PUD-22-586 Planned Unit Development into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

Mr. Miller gave a background and explanation of the subject property, location, zoning, requests, went over aerial map, conceptual architectural samples Exhibit D, and PUD (Planned Unit Development).

Max Van Allen utilized a power point presentation to demonstrate the area of the proposed site for both cases.

Department Review Summary: This case was sent out to all the different City departments, Lake County Public Works, and the School Board there were no substantive comments from the City departments. Lake County Public Works did note the need for turn lanes on CR 48, plus a right turn lane on Haywood Worm Farm Road and additional right of way for the proposed future Central Lake Trail, as well as for the possibility of the widening of CR 48 which rolls into 470. Public responses – we did not receive any major comments from the City of Leesburg notice requirements. Staff did receive two written responses for approval, we didn't receive any recommendations for denial in response to the posted signs and newspaper.

Mr. Miller read the Staff Recommendations into the record for both cases; Staff supports both cases; recommended approval.

Chairman Sennett stated if the Commission have any questions of Staff or applicant.

Dwight Sadoff with Project Finance & Development at 7575 Dr. Phillips Blvd. Suite 165 Orlando, Florida 32819 stated the primary reason to come to the City; utilities, 33 acres, no wetlands, no endangered species, flat, used for cattle, uses seeking; very consistent, frontage on CR 48; removed any reference industrial uses, permitted/conditional uses; City Code, not seeking to have use in plan, fronts on two roads, different; County did not want access on CR 48; County permission, uses stated very specifically; concept plan, Exhibit C, few things in conditions of approval; carryovers from prior plan, hopefully, Dan Miller will clean up before City Commission; uses; slightly misstated; conditions, specific; concept plan, design standards, material; applicable to residential development, not applicable to our plan; commercial/industrial development, going smoothly, very high on the area, intensity of people, went over PUD standards with Dan Miller to make changes; (5A) elevations applicable to SF units; (B1), Dan Miller stated and read into the record (7C) the elevations of SF should be taken out, plan; open space 35% minimum, Code 30%, match Code; Dan Miller replied change in Code; our City Commission requires every PUD; 35%, about two years ago started wanting increases on that; in order to move forward, very particular worded permitted uses; stick with what proposed, consistent with what we discussed; Dan Miller replied allowing industrial uses; 6.5 acres; define industrial uses; Dwight Sadoff stated we just referenced the Code, M1 permitted uses, not M1 conditional; Dan Miller stated think we can make that work if the Commission will allow me to work with the applicants on that, make sure nothing nauseous; don't see a problem with his request, request permission from Commission, clarification; about conditional uses/permitted in the industrial; applicant is correct, happy to work with applicant to make change; before City Commission, Dwight Sadoff stated on the concept plan; walls on the east/west side wall or 6' opeg security fence, Staff report; provides/allows for fence on east and wall on the west side.

Dan Miller replied it was intended to be a wall on west and fence on east; Dwight Sadoff stated the difference in cost; wall/fence, substantial cost difference; value of brick or block wall; fence, both provide opeg barrier; Dan Miller replied can work with that if 25' buffer remains on west side, fence responsibility of POA if Commission agrees; Dwight Sadoff stated (7A.3); gated; depends on use; don't want to say shall be gated.

Dan Miller replied it depends on the use we are alright with that on Haywood Worm Farm, if use requires a gate; will need to put one up, may be gated, fine with Staff; Dwight Sadoff stated he has question on paragraph (6C), reference to upland buffer; section landscaping/buffer requirements, section (11E); wetlands, flood zones, and wildlife, upland buffer; paragraph dealing with landscape/buffer requirements, not required to put in walkway, buffer; Dan Miller replied allowed in upper buffers but limited to, but not required; Dwight Sadoff read condition into record; Dan Miller replied if you wanted to put a hiking trail; thanks the applicant.

Commissioners, and Mr. Miller discussed PUD conditions are written as they should be, so if we have anything to clean up; let's move forward, architectural standards; originally architectural presented were metal buildings; added some architectural standards; Dan Miller went over façade samples; conceptual; Exhibit D; language in PUD; Staff can work with applicant on architectural designs, something that looks good, these are examples; not locked in, read standards; looks like a residential standard, how they work, non-predominance of metal, stucco, 50:50, some angles; doesn't just stand out as a metal building; Dan Miller requested permission to work the applicants on the changes; Commission agreed.

Chairman Sennett stated if the Commission have any questions of the applicant or if anyone in the audience would like to speak on this case.

Chairman Sennett closes discussion from the Public, entertained a motion, and then the voting took place.

Commissioner Sanders made a MOTION for APPROVAL of case # SSCP-22-585 – SUNDANCE COMMERCIAL AND INDUSTRIAL – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT Commissioner Kaplan SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 5-0 .

Chairman Sennett called for the second case under new business be brought forward.

2) PUBLIC HEARING CASE # PUD-22-586 – SUNDANCE COMMERCIAL AND INDUSTRIAL – PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 33.45 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO THE CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR A MIXED-USE DEVELOPMENT, FOR A PROPERTY GENERALLY LOCATED SOUTH OF COUNTY ROAD 48 AND WEST OF HAYWOOD WORM FARM ROAD, AS LEGALLY DESCRIBED IN SECTIONS 14 AND 15, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, APRIL 10TH, 2023 AND SECOND READING TENTATIVELY**

SCHEDULED FOR MONDAY, JUNE 12TH, 2023) (Sundance Commercial and Industrial) **(POSTPONED AT APPLICANT'S REQUEST FROM THE FEBRUARY 23RD, 2023 PLANNING COMMISSION REGULAR MEETING)**

Chairman Sennett entertained a motion, and then the voting took place.

Commissioner Kaplan made a MOTION for APPROVAL of case # PUD-22-586 – SUNDANCE COMMERCIAL AND INDUSTRIAL – PLANNED UNIT DEVELOPMENT with the changes Vice-Chairman Bowersox SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 5-0.

DISCUSSION

None

ANNOUNCEMENTS

None

Chairman Sennett entertained a motion to adjourn.

Motion to adjourn made by Vice-Chairman Bowersox and seconded by Commissioner O'Kelley.

ADJOURNMENT

Meeting was adjourned at 5:36 p.m.

Tim Sennett, Chairman

Sabrina Mitchell, Administrative Assistant II

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: May 22, 2023

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 0.97 +/- acres; and being generally located south of Griffin Road and east of Snowberger Avenue, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 1; and providing an effective date. (Polk Gorman Properties AX)

Staff Recommendation:

The Planning and Zoning staff and the Planning Commission recommend approval of the proposed ordinance for annexation of Polk Gorman Properties.

Analysis:

The applicant has submitted a request for annexation of approximately 0.97 +/- acres, generally located south of Griffin Road and east of Snowberger Avenue, as shown on the attached General Location Map. At this time, the property is vacant commercial. The current zoning is Lake County RP (Residential Professional); the proposed zoning is City of Leesburg M-1 (Industrial). The reason for this request is to attain water and sewer service. The proposal of the property is a business expansion in industrial.

The property is surrounded by Lake County R-7 (Mixed Residential), Lake County RP (Residential Professional), City Planned Unit Development (PUD), and City M-1 (Industrial). Under the conditions of the Rezoning case which is also on this agenda, no negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda, is a Small-Scale Comprehensive Plan Amendment, which, along with the Planned Unit Development Application, had recommendations for approval from the staff and Planning Commission at the public hearing held April 20, 2023.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

A positive fiscal impact will result from the annexation and development of this property due to increased tax revenue added to the General Fund. Future development of the property will increase this anticipated impact.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 0.97 +/- ACRES; AND BEING GENERALLY LOCATED SOUTH OF GRIFFIN ROAD AND EAST OF SNOWBERGER AVENUE, LYING IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 1; AND PROVIDING AN EFFECTIVE DATE. (POLK GORMAN PROPERTIES 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 approval 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 M. Meredith Kirste P.A. (Petitioner) for Polk Gorman Properties 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 hereby is assigned to City Commission District 1;

Section 3.

All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 4.

This ordinance shall become effective immediately upon approval at second reading.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the _____ day of _____ 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

EXHIBIT A

WILLIAM L. POLK, TRUSTEE OF THE WILLIAM L. POLK FAMILY TRUST, DATED
SEPTEMBER 14, 2005

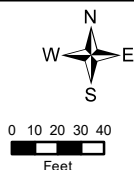
PARCEL ID # 2119240001-000-00300

BEGIN 1081.30 FEET EAST AND 33 FEET SOUTH OF THE NORTHWEST CORNER OF THE
NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, RUN
THENCE EAST 110 ½ FEET; THENCE NORTH 382 FEET TO THE SOUTH BOUNDARY
LINE OF THE RIGHT OF WAY OF THE COUNTY ROAD; THENCE RUN WEST ALONG
THE SOUTH BOUNDARY OF SAID ROAD 110 ½ FEET TO THE POINT OF BEGINNING IN
LAKE COUNTY, FLORIDA.

Aerial



**Planning
& Zoning
Division**

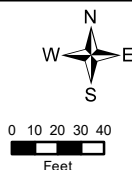


Polk Gorman Properties
ANNX-23-101; SSCP-23-102; RZ-23-103
2621 Griffin Road, Leesburg, FL 34748
Section 21 Township 19 South Range 24 East
Alternate Key: 1173388
March 27, 2023

Surrounding Land Uses



**Planning
& Zoning
Division**

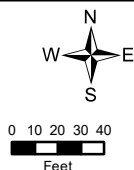


Polk Gorman Properties
 ANN-23-101; SSCP-23-102; RZ-23-103
 2621 Griffin Road, Leesburg, FL 34748
 Section 21 Township 19 South Range 24 East
 Alternate Key: 1173388
 March 27, 2023

Commission District



**Planning
& Zoning
Division**

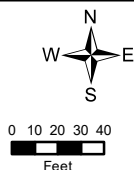


Polk Gorman Properties
ANNX-23-101; SSCP-23-102; RZ-23-103
2621 Griffin Road, Leesburg, FL 34748
Section 21 Township 19 South Range 24 East
Alternate Key: 1173388
March 27, 2023

Community Redevelopment Area



**Planning
& Zoning
Division**



Polk Gorman Properties
ANNX-23-101; SSCP-23-102; RZ-23-103
2621 Griffin Road, Leesburg, FL 34748
Section 21 Township 19 South Range 24 East
Alternate Key: 1173388
March 27, 2023

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.2.

Meeting Date: May 22, 2023

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 0.97 +/- acres from Lake County Urban High Density to City of Leesburg Industrial, for a property generally located south of Griffin Road and east of Snowberger Avenue, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Polk Gorman Properties SSCP)

Staff Recommendation:

The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed small-scale comp plan amendment of the City's Future Land Use Map on 0.97 +/- acres from Lake County Urban High Density to City of Leesburg Industrial.

Analysis:

The project site is approximately 0.97 acres. The property is generally located south of Griffin Road and east of Snowberger Avenue. Currently, the property is undeveloped. The proposed use is for industrial business expansion of the adjacent plumbing business. The proposed use is compatible with the proposed future land use designation of City of Leesburg Industrial. The proposed zoning designation of City of Leesburg Industrial will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

This property lies within the ISBA (Interlocal Service Boundary Area) agreement. This agreement, which was approved by the 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 20, 2023 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested small-scale comprehensive plan amendment from Lake County Urban High Density to City of Leesburg Industrial; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

There is no direct fiscal impact to the City for this action. Future development of the property will increase this anticipated impact from collection of impact fees, ad valorem taxes and utility charges.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 0.97 +/- ACRES FROM LAKE COUNTY URBAN HIGH DENSITY TO CITY OF LEESBURG INDUSTRIAL, FOR A PROPERTY GENERALLY LOCATED SOUTH OF GRIFFIN ROAD AND EAST OF SNOWBERGER AVENUE, LYING IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (POLK GORMAN PROPERTIES SSCP)

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 0.97 acres of land generally located south of Griffin Road and east of Snowberger Avenue from Lake County Urban High Density to City of Leesburg Industrial, as shown on the revised map of said area, lying in Section 21, Township 19 South, Range 24 East, Lake County Florida;

Section 2.

All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 3.

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the _____ day of _____, 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

EXHIBIT A

WILLIAM L. POLK, TRUSTEE OF THE WILLIAM L. POLK FAMILY TRUST, DATED
SEPTEMBER 14, 2005

PARCEL ID # 2119240001-000-00300

BEGIN 1081.30 FEET EAST AND 33 FEET SOUTH OF THE NORTHWEST CORNER OF THE
NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, RUN
THENCE EAST 110 ½ FEET; THENCE NORTH 382 FEET TO THE SOUTH BOUNDARY
LINE OF THE RIGHT OF WAY OF THE COUNTY ROAD; THENCE RUN WEST ALONG
THE SOUTH BOUNDARY OF SAID ROAD 110 ½ FEET TO THE POINT OF BEGINNING IN
LAKE COUNTY, FLORIDA.



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

DATE: April 20, 2023
OWNER: William L. Polk, Trustee of the William L. Polk Family Trust
PETITIONER: M. Meredith Kirste, P.A.
PROJECT: Polk Gorman Properties
REQUEST: Future Land Use Map Amendment from Lake County Urban High Density to City of Leesburg Industrial
CASE NO.: SSCP-23-102

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request **for the following reason(s):**

1. This project meets the requirements of Chapter 163.3187 Florida Statutes, for Small Scale Comprehensive Plan Amendments.
2. The proposed request for a Small-Scale Comprehensive Plan amendment is compatible with the adjacent future land use designations of Lake County Urban High Density and City of Leesburg Industrial and Medium Density Residential.
3. The proposed request under Case Number RZ-23-103, is compatible with the current surrounding zoning districts of Lake County R-7 (Mixed Residential) and RP (Residential Professional) and City of Leesburg M-1 (Industrial) and PUD (Planned Unit Development).
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 staff's recommendation to change the future land use of the subject property from Lake County Urban High Density to the City of Leesburg Industrial and forward this recommendation to the City Commission for consideration.

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

DATE: April 20, 2023

OWNER: William L. Polk, Trustee of the William L. Polk Family Trust
PETITIONER: M. Meredith Kirste, P.A.
PROJECT: Polk Gorman Properties
REQUEST: Future Land Use and Zoning Amendments
CASE NO.: SSCP-23-102; RZ-23-103

GENERAL LOCATION: South of Griffin Road, East of Snowberger Avenue

FUTURE LAND USE DESIGNATION: Lake County Urban High Density

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Medium Density Residential; Industrial
South – Industrial
East – Industrial
West – Lake County Urban High Density

PROPOSED FUTURE LAND USE DESIGNATION: Industrial

EXISTING ZONING DESIGNATION: RP (Residential Professional)

SURROUNDING ZONING DESIGNATIONS:

North – Planned Unit Development (PUD); M-1 (Industrial)
South – M-1 (Industrial)
East – M-1 (Industrial)
West – Lake County R-7 (Mixed Residential); Lake County RP (Residential Professional)

PROPOSED ZONING DESIGNATION: M-1 (Industrial)

EXISTING LAND USE: Vacant Commercial

SURROUNDING EXISTING LAND USE:

North – Pasture Improved Hay; Nursery; Warehouse
South – Vacant Industrial, Vacant Commercial; Warehouse
East – Vacant Industrial
West – Residential

PROPOSED LAND USE: Industrial (business expansion)

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

DATE: April 17, 2023
OWNER: William L. Polk, Trustee of the William L. Polk Family Trust
PETITIONER: M. Meredith Kirste, P.A.
PROJECT: Polk Gorman Properties
REQUEST: Future Land Use of General Commercial
CASE NO.: SSCP-23-102; RZ-23-103

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments – As of 04/17/2023

FIRE

No comments from Fire Department. – Amanda Stevenson 04/14/2023

ELECTRIC

Electric has no objections. – Steve Davis 03/30/2023

GAS

No comments – As of 04/17/2023

GIS

No comments – As of 04/17/2023

BUILDING

No comments – As of 04/17/2023

PUBLIC WORKS

Public Works has no issues with this item. – Clifford Kelsey 03/30/2023

ADDRESSING

No comments – As of 04/17/2023

HOUSING & REDEVELOPMENT

No comments – As of 04/17/2023

LAKE COUNTY PUBLIC WORKS

No comments – As of 04/17/2023

LAKE COUNTY SCHOOLS

No comments – As of 04/17/2023

PUBLIC RESPONSES

Approval

1 - William Bachschmidt

Disapproval

No comments – As of 04/17/2023

No comment

Notice of Appearance filed:

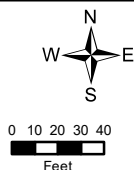
PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Aerial

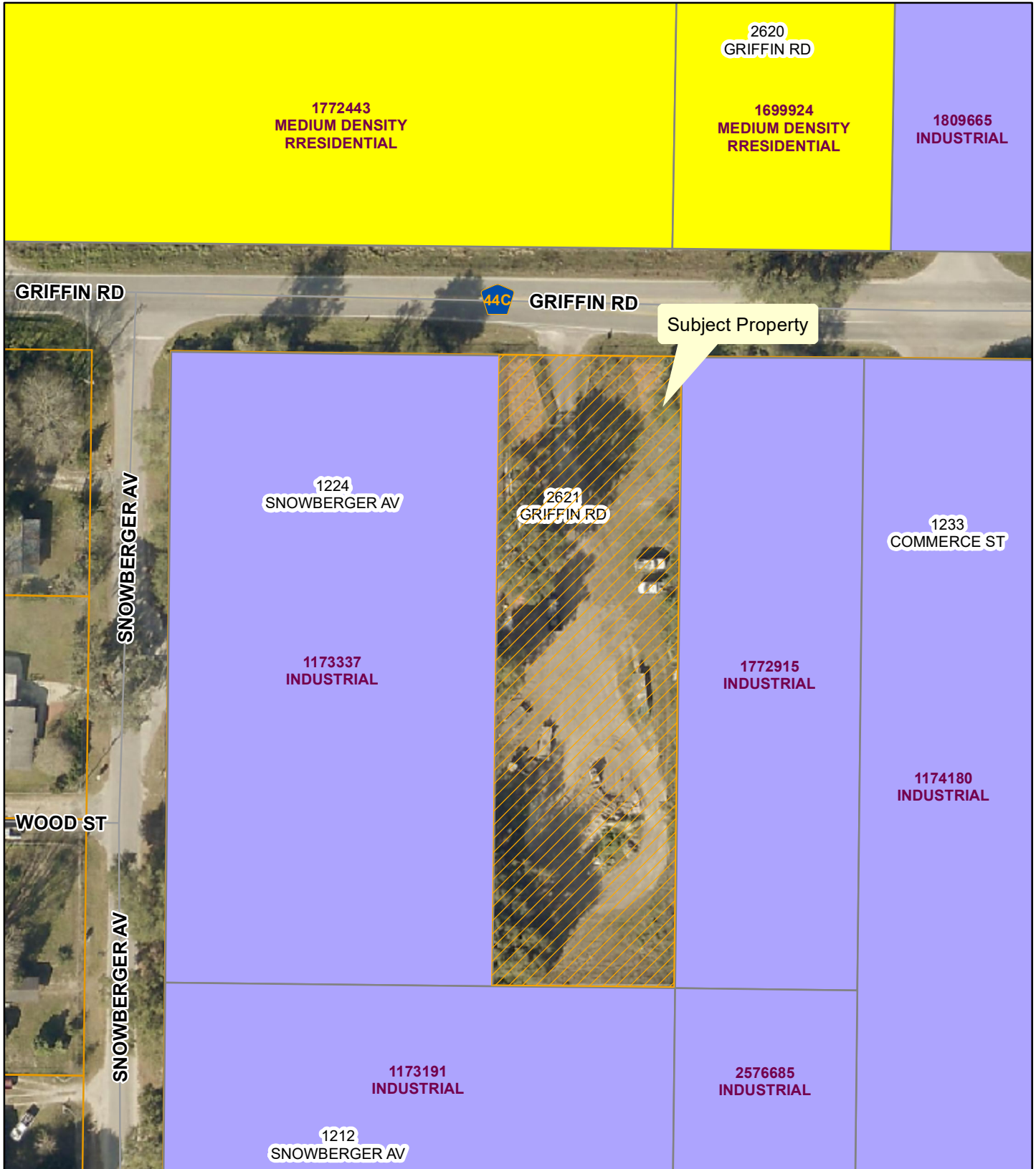


**Planning
& Zoning
Division**

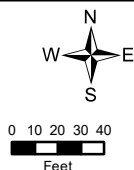


Polk Gorman Properties
ANNX-23-101; SSCP-23-102; RZ-23-103
2621 Griffin Road, Leesburg, FL 34748
Section 21 Township 19 South Range 24 East
Alternate Key: 1173388
March 27, 2023

City of Leesburg Future Land Use



**Planning
& Zoning
Division**

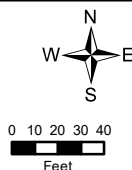


Polk Gorman Properties
 ANN-23-101; SSCP-23-102; RZ-23-103
 2621 Griffin Road, Leesburg, FL 34748
 Section 21 Township 19 South Range 24 East
 Alternate Key: 1173388
 March 27, 2023

Lake County Future Land Use



**Planning
& Zoning
Division**

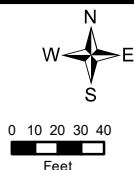


Polk Gorman Properties
 ANN-23-101; SSCP-23-102; RZ-23-103
 2621 Griffin Road, Leesburg, FL 34748
 Section 21 Township 19 South Range 24 East
 Alternate Key: 1173388
 March 27, 2023

Proposed Future Land Use



**Planning
& Zoning
Division**



Polk Gorman Properties
ANNX-23-101; SSCP-23-102; RZ-23-103
2621 Griffin Road, Leesburg, FL 34748
Section 21 Township 19 South Range 24 East
Alternate Key: 1173388
March 27, 2023



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY HALL
THURSDAY, APRIL 20TH, 2023 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, April 20th, 2023, at City Hall.

Chairman Tim Sennett called the meeting to order at 4:30 p.m.

The following Commission members were present:

Tim Sennett - Chairman
Ted Bowersox – Vice-Chairman
John O’Kelley
Nathaniel Sanders
Frazier Marshall
Ze’Shieca Carter
Ken Simeone
Rosalind Peeples-Johnson

The following Commission members were absent:

Stewart Kaplan

City staff in attendance included Dan Miller, Planning & Zoning Director, Sabrina Mitchell, Administrative Assistant II, Kandi Harper, Senior Planner, Christine Rock, Senior Planner, Dianne Yekel, Senior Planner, Max Van Allen, Planner, Melissa Medders, Planner and City Attorney Grant Watson was also present.

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

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

dates are tentatively scheduled.

DRAFT SUMMARY MINUTES OF THE PLANNING COMMISSION MEETING FOR THURSDAY, MARCH 23RD, 2023.

Vice-Chairman Bowersox moved to APPROVE the draft minutes from the MARCH 23RD, 2023 meeting. Commissioner Sanders SECONDED the motion, which PASSED by a vote of 6-0.

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

Chairman Sennett called for the first case under old business be brought forward.

NEW BUSINESS

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

1) PUBLIC HEARING CASE # SSCP-23-102 – POLK GORMAN PROPERTIES – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING 0.97 +/- ACRES FROM LAKE COUNTY URBAN HIGH DENSITY TO CITY OF LEESBURG INDUSTRIAL FOR A PLUMBING BUSINESS USE FOR A PROPERTY GENERALLY LOCATED SOUTH OF GRIFFIN ROAD AND EAST OF SNOWBERGER AVENUE AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, MAY 8TH, 2023 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, JUNE 26TH, 2023)** (Polk Gorman Properties SSCP)

Chairman Sennet stated for the record to discuss the next two cases together and vote on each case separately.

Dan Miller introduced case number #SSCP-23-102 – Polk Gorman Properties – Small Scale Comprehensive Plan Amendment and case number #RZ-23-103 Rezoning into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

Mr. Miller gave a background and explanation of the subject property, location, zoning, requests, went over.

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

Department Review Summary: This case was sent out to all the different City departments there were no comments from City Staff. Public responses - no responses from the City of Leesburg notice requirements, Staff did receive one approval in favor of project in response to the posted signs and newspaper.

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

Chairman Sennett stated if the Commission have any questions of Staff.

Commissioners, and Mr. Miller discussed plumbing business; surrounding existing land use to west residential; page 25; Dan Miller replied surrounded by industrial, west of Snowberger; run into residential, filling in a spot; needs to be industrial, and went over surrounding land uses map for clarification purposes.

Bill Polk stated it's a wholesale plumbing outlet and to the west is my property this business has been in Leesburg for forty-five years; largest plumbing outlet in U.S., it's an enclave never got put in; residential housing deal; purchased, cleaned up and bring in one more employee.

Chairman Sennett closes discussion from the Public, entertained a motion, and then the voting took place.

Vice-Chairman Bowersox made a MOTION for APPROVAL of case # SSCP-23-102 – Polk Gorman Properties – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT Commissioner Sanders SECONDED the MOTION which CARRIED by a vote of 7-0.

Chairman Sennett called for the second case under new business be brought forward.

2) PUBLIC HEARING CASE # RZ-23-103 – POLK GORMAN PROPERTIES – REZONING

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 0.97 +/- ACRES LAKE COUNTY RP (RESIDENTIAL PROFESSIONAL) TO CITY OF LEESBURG M-1 (INDUSTRIAL), TO ALLOW FOR A PLUMBING BUSINESS USE FOR A PROPERTY GENERALLY LOCATED SOUTH OF GRIFFIN ROAD AND EAST OF SNOWBERGER AVENUE AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.__(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR

FIRST READING ON MONDAY, MAY 8TH, 2023 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, JUNE 26TH, 2023) (Polk Gorman Properties RZ)

Chairman Sennett entertained a motion, and then the voting took place.

Vice-Chairman Bowersox made a MOTION for APPROVAL of case # RZ-23-103 – Polk Gorman Properties – Rezoning Commissioner Sanders SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 7-0.

Chairman Sennett called for the third case under new business be brought forward.

DISCUSSION

None

ANNOUNCEMENTS

Dan Miller introduced to the Commission the newest alternate member of the Planning Commission Rosalind Peeples-Johnson, and stated moving forward from today we will be alternating Ken Simeone and Rosalind Peeples-Johnson as they are needed and thanks them both for being on the Commission.

ADJOURNMENT

Meeting was adjourned at 6:39 p.m.

Tim Sennett, Chairman

Sabrina Mitchell, Administrative Assistant II

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.3.

Meeting Date: May 22, 2023

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 0.97 +/- acres from Lake County RP (Residential Professional) to City of Leesburg M-1 (Industrial) to allow for business expansion in Industrial for a property generally located south of Griffin Road and east of Snowberger Avenue, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Polk Gorman Properties RZ)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County RP (Residential Professional) to City of Leesburg M-1 (Industrial) to allow for business expansion in industrial.

Analysis:

The project site is approximately 0.97 +/- acres, and is generally located south of Griffin Road and east of Snowberger Avenues shown on the attached maps. At this time, the property is vacant commercial. The proposal will allow for business expansion as an industrial use. The existing land uses surrounding the property are pasture improved hay, nursery, warehouse, vacant industrial, vacant commercial, warehouse, and residential. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on April 20, 2023 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning from Lake County RP(Residential Professional) to City of Leesburg M-1 (Industrial); or
2. Such other 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.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 0.97 +/- ACRES FROM LAKE COUNTY RP (RESIDENTIAL PROFESSIONAL) TO CITY OF LEESBURG M-1 (INDUSTRIAL) TO ALLOW FOR BUSINESS EXPANSION IN INDUSTRIAL FOR A PROPERTY GENERALLY LOCATED SOUTH OF GRIFFIN ROAD AND EAST OF SNOWBERGER AVENUE, LYING IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (POLK GORMAN PROPERTIES RZ)

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

Section 1.

Based upon the petition of M. Meredith Kirste P.A. (Petitioner) for Polk Gorman Properties 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 RP (Residential Professional) to City of Leesburg M-1 (Industrial), to-wit:

(Legal Description)
(See Exhibit A)

Section 2.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____ 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

EXHIBIT A

WILLIAM L. POLK, TRUSTEE OF THE WILLIAM L. POLK FAMILY TRUST, DATED
SEPTEMBER 14, 2005

PARCEL ID # 2119240001-000-00300

BEGIN 1081.30 FEET EAST AND 33 FEET SOUTH OF THE NORTHWEST CORNER OF THE
NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, RUN
THENCE EAST 110 ½ FEET; THENCE NORTH 382 FEET TO THE SOUTH BOUNDARY
LINE OF THE RIGHT OF WAY OF THE COUNTY ROAD; THENCE RUN WEST ALONG
THE SOUTH BOUNDARY OF SAID ROAD 110 ½ FEET TO THE POINT OF BEGINNING IN
LAKE COUNTY, FLORIDA.



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

DATE: April 20, 2023
OWNER: William L. Polk, Trustee of the William L. Polk Family Trust
PETITIONER: M. Meredith Kirste, P.A.
PROJECT: Polk Gorman Properties
REQUEST: Rezoning from Lake County Urban High Density to City of Leesburg M-1 (Industrial)
CASE NO.: RZ-23-103

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed request for an M-1 (Industrial) zoning is compatible with the current surrounding zoning districts of Lake County R-7 (Mixed Residential) and RP (Residential Professional) and with properties in the City of Leesburg zoned M-1 (Industrial) and PUD (Planned Unit Development).
2. The proposed Future Land Use designation of City of Leesburg Industrial is compatible with adjacent properties having Future Land Use designations of Medium Density Residential and Industrial and with properties in Lake County having a future land use designation of Urban High Density.
3. The site is located near existing city utilities which are available at Griffin Road.
4. The proposed zoning designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve the proposed rezoning from Lake County RP (Residential Professional) to City of Leesburg M-1 (Industrial) and forward this recommendation to the City Commission for consideration.

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

DATE: April 17, 2023
OWNER: William L. Polk, Trustee of the William L. Polk Family Trust
PETITIONER: M. Meredith Kirste, P.A.
PROJECT: Polk Gorman Properties
REQUEST: Future Land Use of General Commercial
CASE NO.: SSCP-23-102; RZ-23-103

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments – As of 04/17/2023

FIRE

No comments from Fire Department. – Amanda Stevenson 04/14/2023

ELECTRIC

Electric has no objections. – Steve Davis 03/30/2023

GAS

No comments – As of 04/17/2023

GIS

No comments – As of 04/17/2023

BUILDING

No comments – As of 04/17/2023

PUBLIC WORKS

Public Works has no issues with this item. – Clifford Kelsey 03/30/2023

ADDRESSING

No comments – As of 04/17/2023

HOUSING & REDEVELOPMENT

No comments – As of 04/17/2023

LAKE COUNTY PUBLIC WORKS

No comments – As of 04/17/2023

LAKE COUNTY SCHOOLS

No comments – As of 04/17/2023

PUBLIC RESPONSES

Approval

1 - William Bachschmidt

Disapproval

No comments – As of 04/17/2023

No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

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

DATE: April 20, 2023

OWNER: William L. Polk, Trustee of the William L. Polk Family Trust
PETITIONER: M. Meredith Kirste, P.A.
PROJECT: Polk Gorman Properties
REQUEST: Future Land Use and Zoning Amendments
CASE NO.: SSCP-23-102; RZ-23-103

GENERAL LOCATION: South of Griffin Road, East of Snowberger Avenue

FUTURE LAND USE DESIGNATION: Lake County Urban High Density

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Medium Density Residential; Industrial
South – Industrial
East – Industrial
West – Lake County Urban High Density

PROPOSED FUTURE LAND USE DESIGNATION: Industrial

EXISTING ZONING DESIGNATION: RP (Residential Professional)

SURROUNDING ZONING DESIGNATIONS:

North – Planned Unit Development (PUD); M-1 (Industrial)
South – M-1 (Industrial)
East – M-1 (Industrial)
West – Lake County R-7 (Mixed Residential); Lake County RP (Residential Professional)

PROPOSED ZONING DESIGNATION: M-1 (Industrial)

EXISTING LAND USE: Vacant Commercial

SURROUNDING EXISTING LAND USE:

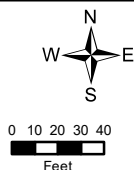
North – Pasture Improved Hay; Nursery; Warehouse
South – Vacant Industrial, Vacant Commercial; Warehouse
East – Vacant Industrial
West – Residential

PROPOSED LAND USE: Industrial (business expansion)

Aerial

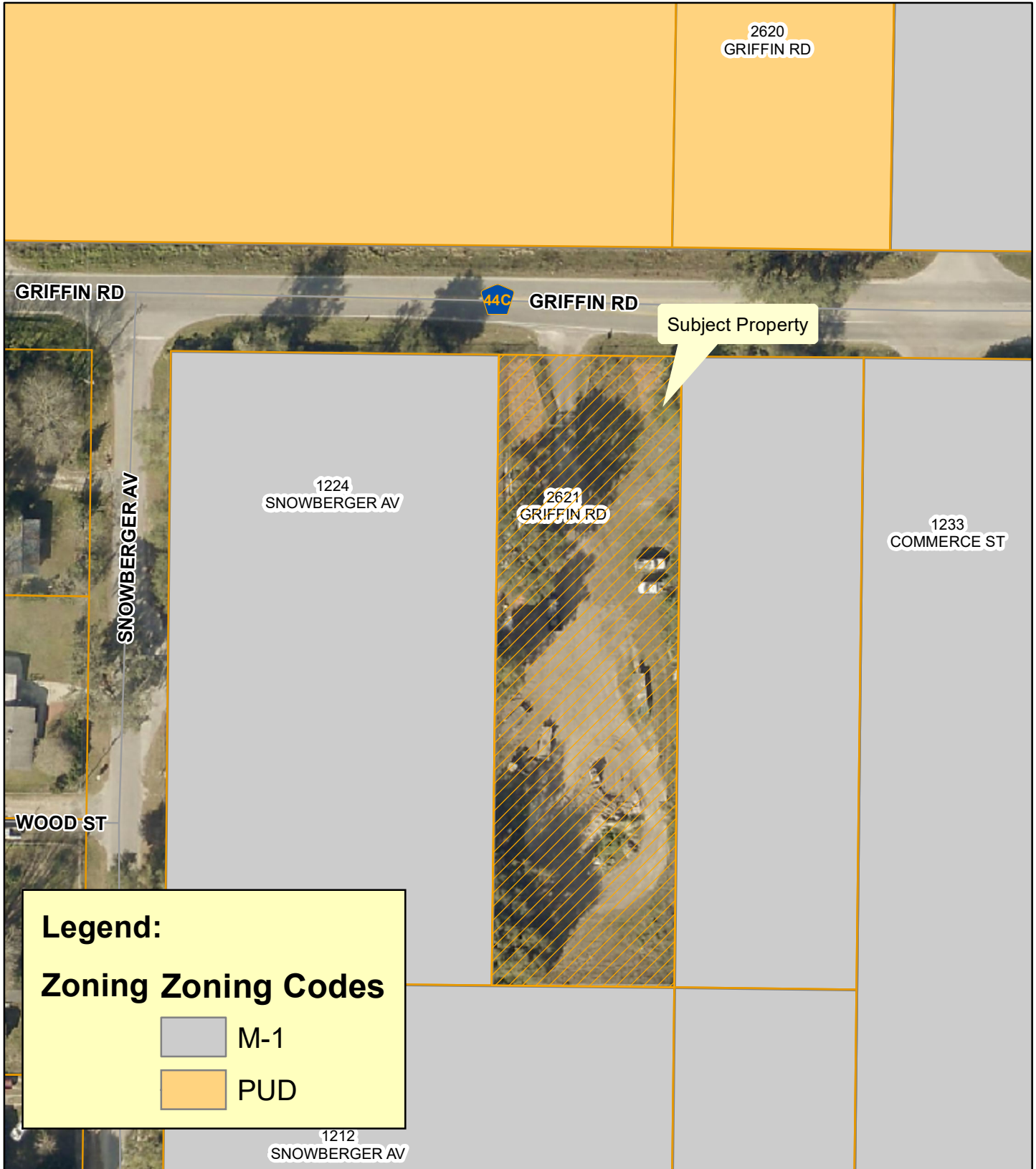


**Planning
& Zoning
Division**

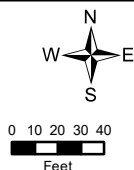


Polk Gorman Properties
ANNX-23-101; SSCP-23-102; RZ-23-103
2621 Griffin Road, Leesburg, FL 34748
Section 21 Township 19 South Range 24 East
Alternate Key: 1173388
March 27, 2023

Zoning



**Planning
& Zoning
Division**

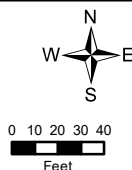


Polk Gorman Properties
 ANN-23-101; SSCP-23-102; RZ-23-103
 2621 Griffin Road, Leesburg, FL 34748
 Section 21 Township 19 South Range 24 East
 Alternate Key: 1173388
 March 27, 2023

Lake County Zoning



**Planning
& Zoning
Division**

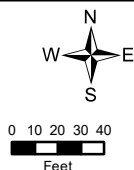


Polk Gorman Properties
 ANN-23-101; SSCP-23-102; RZ-23-103
 2621 Griffin Road, Leesburg, FL 34748
 Section 21 Township 19 South Range 24 East
 Alternate Key: 1173388
 March 27, 2023

Proposed Zoning



**Planning
& Zoning
Division**

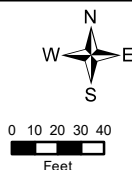


Polk Gorman Properties
ANNX-23-101; SSCP-23-102; RZ-23-103
2621 Griffin Road, Leesburg, FL 34748
Section 21 Township 19 South Range 24 East
Alternate Key: 1173388
March 27, 2023

Surrounding Land Uses



**Planning
& Zoning
Division**

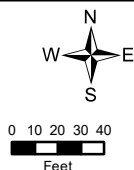


Polk Gorman Properties
 ANN-23-101; SSCP-23-102; RZ-23-103
 2621 Griffin Road, Leesburg, FL 34748
 Section 21 Township 19 South Range 24 East
 Alternate Key: 1173388
 March 27, 2023

Flood and Wetlands



**Planning
& Zoning
Division**



Polk Gorman Properties
ANNX-23-101; SSCP-23-102; RZ-23-103
2621 Griffin Road, Leesburg, FL 34748
Section 21 Township 19 South Range 24 East
Alternate Key: 1173388
March 27, 2023



LOOKING EAST ALONG GRIFFIN ROAD



VIEW NORTHWARD ACROSS GRIFFIN ROAD



REZONING SIGN POSTED ON SITE - LOOKING SOUTH



LOOKING WEST ALONG GRIFFIN ROAD



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY HALL
THURSDAY, APRIL 20TH, 2023 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, April 20th, 2023, at City Hall.

Chairman Tim Sennett called the meeting to order at 4:30 p.m.

The following Commission members were present:

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Ted Bowersox – Vice-Chairman
John O’Kelley
Nathaniel Sanders
Frazier Marshall
Ze’Shieca Carter
Ken Simeone
Rosalind Peeples-Johnson

The following Commission members were absent:

Stewart Kaplan

City staff in attendance included Dan Miller, Planning & Zoning Director, Sabrina Mitchell, Administrative Assistant II, Kandi Harper, Senior Planner, Christine Rock, Senior Planner, Dianne Yekel, Senior Planner, Max Van Allen, Planner, Melissa Medders, Planner and City Attorney Grant Watson was also present.

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

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

dates are tentatively scheduled.

DRAFT SUMMARY MINUTES OF THE PLANNING COMMISSION MEETING FOR THURSDAY, MARCH 23RD, 2023.

Vice-Chairman Bowersox moved to APPROVE the draft minutes from the MARCH 23RD, 2023 meeting. Commissioner Sanders SECONDED the motion, which PASSED by a vote of 6-0.

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

Chairman Sennett called for the first case under old business be brought forward.

NEW BUSINESS

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

1) PUBLIC HEARING CASE # SSCP-23-102 – POLK GORMAN PROPERTIES – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING 0.97 +/- ACRES FROM LAKE COUNTY URBAN HIGH DENSITY TO CITY OF LEESBURG INDUSTRIAL FOR A PLUMBING BUSINESS USE FOR A PROPERTY GENERALLY LOCATED SOUTH OF GRIFFIN ROAD AND EAST OF SNOWBERGER AVENUE AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, MAY 8TH, 2023 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, JUNE 26TH, 2023)** (Polk Gorman Properties SSCP)

Chairman Sennet stated for the record to discuss the next two cases together and vote on each case separately.

Dan Miller introduced case number #SSCP-23-102 – Polk Gorman Properties – Small Scale Comprehensive Plan Amendment and case number #RZ-23-103 Rezoning into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

Mr. Miller gave a background and explanation of the subject property, location, zoning, requests, went over.

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

Department Review Summary: This case was sent out to all the different City departments there were no comments from City Staff. Public responses - no responses from the City of Leesburg notice requirements, Staff did receive one approval in favor of project in response to the posted signs and newspaper.

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

Chairman Sennett stated if the Commission have any questions of Staff.

Commissioners, and Mr. Miller discussed plumbing business; surrounding existing land use to west residential; page 25; Dan Miller replied surrounded by industrial, west of Snowberger; run into residential, filling in a spot; needs to be industrial, and went over surrounding land uses map for clarification purposes.

Bill Polk stated it's a wholesale plumbing outlet and to the west is my property this business has been in Leesburg for forty-five years; largest plumbing outlet in U.S., it's an enclave never got put in; residential housing deal; purchased, cleaned up and bring in one more employee.

Chairman Sennett closes discussion from the Public, entertained a motion, and then the voting took place.

Vice-Chairman Bowersox made a MOTION for APPROVAL of case # SSCP-23-102 – Polk Gorman Properties – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT Commissioner Sanders SECONDED the MOTION which CARRIED by a vote of 7-0.

Chairman Sennett called for the second case under new business be brought forward.

2) PUBLIC HEARING CASE # RZ-23-103 – POLK GORMAN PROPERTIES – REZONING

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 0.97 +/- ACRES LAKE COUNTY RP (RESIDENTIAL PROFESSIONAL) TO CITY OF LEESBURG M-1 (INDUSTRIAL), TO ALLOW FOR A PLUMBING BUSINESS USE FOR A PROPERTY GENERALLY LOCATED SOUTH OF GRIFFIN ROAD AND EAST OF SNOWBERGER AVENUE AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.__(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR

FIRST READING ON MONDAY, MAY 8TH, 2023 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, JUNE 26TH, 2023) (Polk Gorman Properties RZ)

Chairman Sennett entertained a motion, and then the voting took place.

Vice-Chairman Bowersox made a MOTION for APPROVAL of case # RZ-23-103 – Polk Gorman Properties – Rezoning Commissioner Sanders SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 7-0.

Chairman Sennett called for the third case under new business be brought forward.

DISCUSSION

None

ANNOUNCEMENTS

Dan Miller introduced to the Commission the newest alternate member of the Planning Commission Rosalind Peeples-Johnson, and stated moving forward from today we will be alternating Ken Simeone and Rosalind Peeples-Johnson as they are needed and thanks them both for being on the Commission.

ADJOURNMENT

Meeting was adjourned at 6:39 p.m.

Tim Sennett, Chairman

Sabrina Mitchell, Administrative Assistant II

Miscellaneous Accounts Receivable Customers With Unpaid Balances
Prepared by Finance
March 31, 2023

CURRENTLY WORKED BY PROVIDING DEPARTMENT OR FINANCE

001 Fund

Jennings, Matthew	Boat not here/ Sent to Attorney	Marina Rent	711.99
Leesburg Center for the Arts	Working with Police Dept	Security for Art Festival 3/11/22-3/12/22	720.00
			1,431.99

013 Fund

Calhoun, Contessa	Working with Housing Dept	Housing Rent	2,851.00
Piard, Marie	Working with Housing Dept	Housing Rent	1,952.00
			4,803.00

041 Fund

Nix, Corey	Working with Electric/ making payments	Apprentice Reimbursement	2,150.59
			2,150.59

510 Fund

Lowery, Clara Necole	Working with Fleet	Damage to City Property	2,238.67
			2,238.67

Total 10,624.25

001 FUND TOTAL	\$	1,431.99
013 FUND TOTAL	\$	4,803.00
041 FUND TOTAL	\$	2,150.59
510 FUND TOTAL	\$	2,238.67
	\$	<u><u>10,624.25</u></u>

Expected write offs as of Mar 31, 2023

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 2021 and 2022

Fiscal Write Off Year	Projected Written Off	Actual Written Off	Add'l Amount Collected
2021-2022	\$ 281,753	350,141	68,388
2020-2021	307,042	22,615	(284,427)
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 2022 - Month by Month
10/01/21- 09/30/22

Month	Amount Written Off	Number of Accounts	
		Commercial	Residential
October	\$ 18,445	3	67
November	19,468	6	65
December	25,734	3	71
January	18,428	1	60
February	21,646	2	62
March	17,878	0	43
April	32,964	11	61
May	15,027	0	47
June	29,250	2	71
July	34,286	4	79
August	18,029	3	46
September	30,599	3	76
Accounts to be written off*	\$ 281,754	38	748
Prior Yr to Date	\$ 307,042	36	821
difference - () negative	\$ 25,288	(2)	73

Projected
Fiscal year 2023- Month by Month
10/01/22- 09/30/23

Month	Amount Written Off	Number of Accounts		Average Account Balance	
		Commercial	Residential	Commercial	Residential
October	\$ 23,873	5	77	199.24	297.10
November	34,977	1	90	290.80	385.40
December	52,217	6	119	936.08	391.60
January	48,307	4	76	3,201.68	467.10
February	53,540	3	88	373.72	595.67
March	58,912	4	99	977.69	555.57
April					
May					
June					
July					
August					
September					
Accounts to be written off*	\$ 271,826	23	549		
Prior Yr to Date	\$ 121,599	15	368		
difference - () negative	\$ 150,227	8	181		

City of Leesburg, Florida
Report of **REVENUES** by Fund
For Period Beginning of October 1, 2022- March 31, 2023 or 50%

Fund Name	REVENUES				
	CURRENT YEAR			LAST YEAR	
	FY 23 Adjusted Budget	FY 23 Revenue	FY 23 Percentage	FY 22 Revenue	FY 22 Percentage
<u>General Fund</u>	30,693,872	17,413,364	57%	17,686,008	59%
<u>Special Revenue Fund</u>					
Housing Assistance	106,680	71,354	67%	50,232	52%
Debt Service Fund	1,745,218	1,608,036	92%	1,614,659	92%
Capital Projects Fund	6,326,541	629,229	10%	2,333,222	74%
Discretionary Sales Tax	2,599,868	1,330,950	51%	1,101,922	117%
Police Forfeiture Fund	-	40,892	0%	187	0%
Police Education Fund	-	2,427	0%	1,980	0%
Gas Tax	800,000	369,671	46%	305,763	40%
Police Impact Fees	-	346,201	0%	82,115	0%
Fire Impact Fees	-	38,820	0%	78,046	0%
Recreation Impact Fees	-	62,501	0%	139,059	0%
Building Fund	1,073,600	516,740	48%	511,059	49%
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA fund	752,463	753,560	100%	557,916	98%
Carver Heights CRA fund	654,068	668,416	102%	506,934	99%
Highway 27/441 CRA fund	1,829,915	1,828,764	100%	1,357,902	99%
<u>Enterprise Funds</u>					
Stormwater Utility Fund	1,916,746	884,437	46%	838,955	68%
Electric Utility Fund	95,863,940	38,947,162	41%	33,214,334	52%
Gas Utility Fund	9,906,850	6,230,810	63%	5,485,724	68%
Water Utility Fund	11,067,692	5,313,214	48%	4,937,194	51%
Wastewater Utility Fund	15,386,454	7,706,468	50%	13,286,777	71%
Solid Waste Utility Fund	4,962,610	2,471,190	50%	2,372,369	51%
Airport Fund	6,056,251	865,188	14%	837,038	13%
<u>Internal Services Fund</u>					
Health Insurance Fund	7,769,137	3,205,520	41%	4,079,039	53%
Workers Comp Insurance Fund	1,160,309	595,819	51%	442,786	66%
Fleet Maintenance Fund	3,771,811	1,548,513	41%	1,391,495	37%
<u>Pension Trust Funds</u>					
Police Retirement Trust Fund	2,223,377	2,822,710	127%	164,848	8%
Fire Retirement Trust Fund	1,720,614	2,631,415	153%	229,356	14%
General Employees Trust Fund	3,240,408	4,011,674	124%	803,682	25%
Use of Fund Balance (Various funds)	78,050,230				
Total All Funds	289,678,654	102,915,045	49%	94,410,601	56%

City of Leesburg, Florida
Report of **EXPENSES** by Fund
For Period Beginning of **October 1, 2022- March 31, 2023** or **50%**

Fund Name	EXPENSES				LAST YEAR	
	CURRENT YEAR					
	FY 23 Adjusted Budget	FY 23 Expenses	FY 23 Percentage		FY 22 Expenses	FY 22 Percentage
<u>General Fund</u>	32,760,412	15,444,257	47%		15,216,629	48%
<u>Special Revenue Fund</u>						
Housing Assistance	162,112	58,553	36%		62,762	41%
Debt Service Fund	1,745,218	1,358,258	78%		1,341,672	77%
Capital Projects Fund	12,788,301	639,106	5%		2,943,969	38%
Discretionary Sales Tax	2,680,893	160,667	6%		990,922	39%
Police Forfeiture Fund	61,571	-	0%		-	0%
Police Education Fund	3,500	6,915	198%		6,523	109%
Gas Tax	1,207,052	451,599	37%		524,696	69%
Police Impact Fees	204,900	29,920	15%		6,940	66%
Fire Impact Fees	47,949	2,940	6%		6,060	2424%
Recreation Impact Fees	-	3,010	0%		181,500	100%
Building Fund	1,570,402	646,515	41%		664,171	38%
<u>Community Redevelopment Agencies</u>						
Greater Leesburg CRA fund	813,641	499,709	61%		614,522	85%
Carver Heights CRA fund	754,068	97,566	13%		437,566	61%
Highway 27/441 CRA fund	1,979,110	145,674	7%		176,656	12%
<u>Enterprise Funds</u>						
Stormwater Utility Fund	3,283,752	587,205	18%		582,204	24%
Electric Utility Fund	102,434,356	38,577,965	38%		33,695,236	44%
Gas Utility Fund	11,701,816	4,515,471	39%		4,205,721	38%
Water Utility Fund	17,692,463	4,508,786	25%		4,206,273	30%
Wastewater Utility Fund	64,033,187	6,563,605	10%		5,628,414	18%
Solid Waste Utility Fund	5,454,110	3,031,873	56%		2,666,536	52%
Airport Fund	7,050,961	1,467,738	21%		1,331,895	18%
<u>Internal Services Fund</u>						
Health Insurance Fund	7,769,137	2,934,638	38%		4,520,089	59%
Workers Comp Insurance Fund	1,160,309	605,014	52%		333,062	50%
Fleet Maintenance Fund	5,376,089	1,594,565	30%		1,489,858	34%
<u>Pension Trust Funds</u>						
Police Retirement Trust Fund	2,223,377	683,268	31%		560,377	29%
Fire Retirement Trust Fund	1,720,614	848,846	49%		676,818	40%
General Employees Trust Fund	3,240,408	1,637,491	51%		1,536,703	47%
Total All Funds	289,919,708	87,101,154	30%		84,607,774	39%

x

CITY OF LEESBURG
CASH AND INVESTMENTS BY FUND
3/31/2023

	GENERAL	SPECIAL REVENUE	DEBT SERVICE	CAPITAL PROJECTS	ELECTRIC UTILITY	GAS UTILITY	WATER UTILITY	WASTEWATER TREATMENT	COMMUNICATION	SANITATION SERVICES	STORM WATER	AIRPORT	BUILDING PERMITS	INTERNAL SERVICE
POOLED CASH & INVESTMENTS	TOTAL	FUND	FUNDS GROUP	FUNDS	FUND	FUND	FUND	FUND	FUND	FUND	FUND	FUND	FUND	FUNDS GROUP
OPERATING CASH	\$79,771,531.37	\$16,076,722.60	\$8,769,943.04	\$ 619,207.91	\$ 6,346.07	\$11,719,453.92	\$ 4,694,361.36	\$ 6,255,972.91	\$ 14,207,584.92	\$ 1,208,529.61	\$3,403,135.24	\$4,548,016.99	\$ 1,804,874.19	\$ 6,457,382.61
RESTRICTED CASH														
CUSTOMER DEPOSITS	7,017,796.60					5,118,289.89	1,187,506.43	700,525.28	1,820.00	9,655.00				
RENEWL & REPLCMNT	19,306,528.92	1,935,480.03	19,526.03			270,159.26	511,392.46	3,483,726.67	11,656,920.05	850,000.00				579,324.42
BOND/NOTE SINKING FUND	34,822,582.77		491,908.34			1,790,019.08	65,871.27	569,915.05	31,904,869.03					
INFRASTRUCTURE DEVELOPMENT														
SIGN GRANT & HUD SHIP	306,782.00		306,782.00											
HWY 441/27 CRA - Restricted Surplus	600,000.00		600,000.00											
IMPACT FEES	7,189,463.97							1,965,728.83	5,223,735.14					
OTHER RESTRICTED CASH	12,652,952.67				12,408,624.40									
DEVELOPER CONTRIBUTIONS	508,557.92		73,099.71			503,428.52	5,129.40							
RATE STABILIZATION	(4,902,119.00)					(4,902,119.00)								
SUBTOTAL OF RESTRICTED CASH	77,502,545.85	1,935,480.03	1,491,316.08		12,408,624.40	2,779,777.75	1,769,899.56	6,719,895.83	48,787,344.22	859,655.00				579,324.42
TOTAL POOLED CASH	\$157,274,077.22	\$ 18,012,202.63	\$ 10,261,259.12	\$ 619,207.91	\$ 12,414,970.47	\$ 14,499,231.67	\$ 6,464,260.92	\$ 12,975,868.74	\$ 62,994,929.14	\$ -	\$ 2,068,184.61	\$ 3,403,135.24	\$ 4,548,016.99	\$ 7,036,707.03
NON-POOLED RESTRICTED CASH														
CASH WITH FISCAL AGENT	1,561,989.86			815,829.19			125,149.43	260,320.55	360,690.69					
DEPOSITORY TRUST ACCOUNT														
DEP-WELLS FARGO														
SUBTOTAL NON-POOLED CASH	1,561,989.86			815,829.19			125,149.43	260,320.55	360,690.69					
TOTAL POOLED CASH AND INVEST	\$158,836,067.08	\$18,012,202.63	\$ 10,261,259.12	\$ 1,435,037.10	\$ 12,414,970.47	\$ 14,499,231.67	\$6,589,410.35	\$13,236,189.29	\$63,355,619.83	\$2,068,184.61	\$3,403,135.24	\$4,548,016.99	\$1,804,874.19	\$7,036,707.03

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	\$ 8,769,943.04	\$ 234,108.13	\$ 303,427.12	\$ 747,980.92	\$ 3,471,570.12	\$ 144,534.32	\$ (3,653.48)	\$ 1,723,457.34	\$ 509,326.00	\$ 1,056,872.43	\$ 216,928.97	\$ 365,391.17
RESTRICTED CASH												
HUD SHIP PROGRAM & \$HOUSE PROCEEDS	73,099.71	73,099.71										
BOND/NOTE SINKING FUND	491,908.34		51,033.25		440,875.09							
SIGN GRANT	306,782.00		57,587.00	100,000.00	149,195.00							
R&R / OTHER RESTRICTED	19,526.03	19,526.03										
CUSTOMER DEPOSITS	600,000.00				600,000.00							
SUBTOTAL OF RESTRICTED CASH	\$ 1,491,316.08	\$ 92,625.74	\$ 108,620.25	\$ 100,000.00	\$ 1,190,070.09	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL POOLED CASH	\$ 10,261,259.12	\$ 326,733.87	\$ 412,047.37	\$ 847,980.92	\$ 4,661,640.21	\$ 144,534.32	\$ (3,653.48)	\$ 1,723,457.34	\$ 509,326.00	\$ 1,056,872.43	\$ 216,928.97	\$ 365,391.17
NON-POOLED RESTRICTED CASH												
DEP-WELLS FARGO	\$ -											
SUBTOTAL NON-POOLED CASH	\$ -											
TOTAL POOLED CASH AND INVEST	\$ 10,261,259.12	\$ 326,733.87	\$ 412,047.37	\$ 847,980.92	\$ 4,661,640.21	\$ 144,534.32	\$ (3,653.48)	\$ 1,723,457.34	\$ 509,326.00	\$ 1,056,872.43	\$ 216,928.97	\$ 365,391.17

INTERNAL SERVICE FUNDS

POOLED CASH & INVESTMENTS	INTERNAL SERVICE FUNDS TOTAL	HEALTH INSURANCE FUND	WORKERS' COMPENSATION FUND	RISK MANAGEMENT FUND	FLEET MAINTENANCE FUND
OPERATING CASH	\$ 6,457,382.61	\$ 2,114,493.92	\$ 1,549,577.31	\$ -	\$ 2,793,311.38
RESTRICTED CASH	579,324.42				579,324.42
SUBTOTAL OF RESTRICTED CASH	\$ 579,324.42	\$ -	\$ -	\$ -	\$ 579,324.42
TOTAL POOLED CASH	\$ 7,036,707.03	\$ 2,114,493.92	\$ 1,549,577.31	\$ -	\$ 3,372,635.80
TOTAL POOLED CASH AND INVESTMENTS	\$ 7,036,707.03	\$ 2,114,493.92	\$ 1,549,577.31	\$ -	\$ 3,372,635.80

**CITY OF LEESBURG
INVESTMENT REPORT
3/31/2023**

DESCRIPTION	BALANCE 3/31/2023
BANK OPERATING AND SAVINGS ACCOUNTS	
Truist Bank - Disbursement	\$61,090,052
TD Bank - Savings	4,068,814
Southstate Bank - Savings	11,442
Southstate Bank - CD	2,000,000
JP Morgan - CD	5,000,000
Seaside Bank	4,023,833
	\$76,194,141
LOCAL GOVERNMENT INVESTMENT POOLS	
FLSAFE	7,989,176
FLCLASS	10,125,956
FLPRIME	4,119,804
	22,234,936
U S TREASURY MONEY MARKET FUND (FGU Deposit)	0
US BANK (Fiscal Agent)	1,561,990
CHANDLER ASSET MANAGEMENT (SECURITIES)	58,845,000
PUBLIC TRUST ADVISORS (SECURITIES)	0
	58,845,000
TOTAL INVESTMENTS	158,836,067
MARKET ADJUSTMENT	(592,752)
TOTAL VALUE OF INVESTMENTS	<u><u>\$158,243,315</u></u>

