

**AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, JUNE 27, 2022 5:30 PM**

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS:

A. Proclaim City of Leesburg Election for November 8, 2022

3. PRESENTATIONS:

A. Recognition of Leesburg 15U Babe Ruth All-Stars Baseball Team - Won the District 10 Tournament to qualify for the Babe Ruth State Tournament in Sarasota July 14-17

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 June 13, 2022

B. PURCHASING ITEMS:

1. **Resolutions authorizing execution of amendments to the City's storm debris removal and monitoring agreements.**
 - a. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a First Amendment to TFR ENTERPRISES, INC. whose address is 601 Leander Drive, Leander, Texas 78641 renewing and extending an existing Agreement for debris removal and management services pursuant to Request for Proposal 180462; and providing an effective date.**
 - b. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a First Amendment to DRC EMERGENCY SERVICES, LLC whose address is 500 South Australian Avenue, Suite 600, West Palm Beach, Florida 33901 renewing and extending an existing Agreement for debris removal and management services pursuant to Request for Proposal 180462; and providing an effective date.**
 - c. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a First Amendment to ROSTAN SOLUTIONS, LLC, renewing and extending an existing Agreement for debris removal and management services pursuant to Request for Proposal 180462; and providing an effective date.**
2. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement with WatchGuard Video, Inc. for an integrated body-worn camera (BWC) and in-car video system with Video as a Service (VaaS) support for a total amount of \$560,760.00 paid for over 5 years with a first year cost of \$143,157.00 and 4 additional annual payments of \$112,152.00; and providing an effective date.**
3. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Task Order with Dewberry Engineers, Inc. for professional engineering services related to the City's Consumptive Use Permit (CUP) modification for an amount not to exceed \$111,410.51; and providing an effective date.**
4. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement with Halff Associates, Inc. for professional services related to a PD&E study for the Tav-Lee Phase II multi-purpose trail for an amount not to exceed \$175,855.50; and providing an effective date.**

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Consent to Sublease between the City of Leesburg, Blackbird Aviation Building, LLC, ("Lessee") and Executive Global Transportation Services, Inc. ("Sublessee"); and providing an effective date.**
- 2. Resolution of the City Commission of the City of Leesburg, Florida, Authorizing the Mayor and City Clerk to execute a Landlord Consent to Assignment of Lease, between the City of Leesburg and Central Florida Avionics and Instruments, LLC; and providing an effective date.**
- 3. Resolutions requesting the City Commission approve acceptance of an FAA grant for the Leesburg International Airport and approving execution of a Task Order with GAI Consultants, Inc. to provide professional services related to the FAA grant for a Wildlife Hazard Assessment.**
 - a. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Grant Agreement 3-12-0042-030-2022 between the City of Leesburg and the Federal Aviation Administration (FAA), for the purpose of obtaining funding for the Leesburg International Airport Wildlife Hazard Assessment; and providing an effective date.**
 - 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 planning services for the Wildlife Hazard Assessment at the Leesburg International Airport; and providing an effective date.**
- 4. Resolution of the City Commission of the City of Leesburg, Florida accepting and approving a plat for Villages of West Lake Unit No. 48, a subdivision of the City of Leesburg, Florida, being a portion of Sections 06 and 07, 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. 48)**
- 5. Resolution of the City Commission of the City of Leesburg, Florida accepting and approving a plat for Villages of West Lake Unit No. 56, a subdivision of the City of Leesburg, Florida, being a portion of Section 07, 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. 56)

6. Resolution of the City Commission of the City of Leesburg, Florida accepting and approving a plat for Villages of West Lake Unit No. 58, a subdivision of the City of Leesburg, Florida, being a portion of Section 07, 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. 58)
7. Resolution of the City Commission of the City of Leesburg, Florida accepting and approving a plat for Villages of West Lake Unit No. 59, a subdivision of the City of Leesburg, Florida, being a portion of Section 07, 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. 59)

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 0.59 acres; and being generally located on the west side of County Road 468 and north of Schoolview Street, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 2; and providing an effective date. (Schoolview AX)
2. An Ordinance Amending the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Designation of certain property containing approximately 0.59 acres, from Lake County Urban Medium Density to City of Leesburg Medium Density Residential for a property generally located west of County Road 468 and north of Schoolview Street, as legally described in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Schoolview Properties)

3. **An Ordinance of the City of Leesburg, Florida, rezoning approximately 0.59 +/- acres from Lake County RP (Residential Professional) to City of Leesburg SPUD (Small Planned Unit Development) to allow for residential development for a property generally located west of County Road 468 and north of Schoolview Street, as legally described in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Schoolview Properties)**
4. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 33 +/- acres; and being generally located on the south side of County Road 48, east of County Road 33, and west of Haywood Worm Farm Road, lying in Sections 14 & 15, Township 20 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Sundance AX)**
5. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 33 +/- acres from Lake County Regional Office to City of Leesburg Estate Residential, for a property generally located on the south side of County Road 48, east of County Road 33, and west of Haywood Worm Farm Road, as legally described in Sections 14 & 15, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Sundance Subdivision SSCP)**
6. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 33 +/- acres from Lake County A (Agriculture) to PUD (Planned Unit Development) to allow for a mixed use development of single-family residential and mini-warehouse storage units for a property generally located on the south side of County Road 48, east of County Road 33, and west of Haywood Worm Farm Road, as legally described in Sections 14 & 15, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Sundance PUD)**

B. FIRST READING OF ORDINANCES:

1. **An Ordinance of the City of Leesburg, Florida annexing certain real property consisting of approximately 99.72 +/- acres, and being generally located east of U.S. Highway 27 and north of Windmill Road, lying in Section 36, Township 20 South, Range 24 East, and Section 30, Township 20 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the**

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

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 99.72 +/- acres from Lake County Rural and Lake County Rural Transition to City of Leesburg Estate Residential, for a property generally located east of U.S. Highway 27 and north of Windmill Road, lying in Section 36, Township 20 South, Range 24 East, and Section 30, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Mar-Jo Pines)**
3. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 99.72 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow a single-family residential development for a property generally located east of U.S. Highway 27 and north of Windmill Road, lying in Section 36, Township 20 South, Range 24 East, and Section 30, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Mar-Jo Pines)**
4. **An Ordinance of the City of Leesburg, Florida, extending the expiration date set by Ordinance No. 00-29 and later extended to September 30, 2003, then extended again to September 30, 2006, and then extended again to September 30, 2009, then extended again to September 30, 2012, then extended again to September 30, 2015, extended again to September 30, 2018, then extended to September 30, 2020, then extended once more to September 30, 2022 for the participation by the City of Leesburg in the Municipal Service Taxing Unit established by Lake County to fund Ambulance and Emergency Medical Services; and providing an effective date.**
5. **An Ordinance of the City of Leesburg, amending Chapter 17, Pensions and Retirement, Article IV, Police Officers' Retirement Fund, of the Code of Ordinances of the City of Leesburg; amending Section 3, Board of Trustees; amending Section 6, Benefit Amounts and Eligibility; amending Section 10, Optional Forms of Benefits; amending Section 17, Minimum Distribution of Benefits; providing for codification; providing for severability of provisions; repealing all ordinances in conflict herewith; and providing an effective date.**

C. NON-ROUTINE ITEMS:

1. **Resolution of the City Commission of the City of Leesburg, Florida relating to the provision of Fire Protection Services, Facilities and Programs in the City of Leesburg, Florida; Imposing Fire Protection Assessments against assessed property located within the City for the Fiscal Year beginning October 1, 2022; Approving the Rate of Assessment; Approving the Assessment Roll; and providing an effective date.**
7. **INFORMATIONAL REPORTS:**
The following reports are provided to the Commission in accordance with the Charter/Ordinances. No action required.
 - A. **Financial Reports as of April 2022**
 - B. **Consider FY 2023 Capital Improvement Projects and American Recovery Act Grant Spending.**
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.

**AGENDA MINUTES
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, JUNE 13, 2022 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, June 13, 2022, at Leesburg City Hall. Mayor Pederson called the meeting to order at 5:31 p.m. with the following members present:

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

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

INVOCATION

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

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

2. PROCLAMATIONS:

A. None

3. PRESENTATIONS:

A. Employee Service Award Recognitions:

Five Years: Johnna Agin, Finance; Deborah Bussinger, Library; Logan Elton, Police; and Joshua Loudermilk, Water Distribution
Ten Years: Melissa Arriaga, Human Resources; and James Gibson, Jr, Gas
Fifteen Years: Dawn Barrett, Gas Administration

Twenty Years: Alan Irwin, Electric
Twenty-five Years: Brian Hepburn, Customer Service
Thirty Years: Ray Evans, Athletic Fields; and Melyssa Lopez, Police
Thirty-five Years: Steven Davis, Electric; and Glen Muchnicki, Solid Waste

HRD Arriaga and CM Minner recognized and presented each of the employees with their service awards. Mayor Pederson congratulated all the employees on their years of service.

4. PUBLIC COMMENTS:

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Carolyn VanDyken, of 120 Palmore Boulevard, stated they were here to recognize the City of Leesburg and present a plaque of gratitude for allowing the Special Olympics to utilize the soccer fields. The Olympic Games participants, **Sitch and Chris**, expressed their appreciation to the city for allowing them the use of the fields for their games. It really means a lot to them that the city allowed them the opportunity to come out and enjoy sports. **Mrs. VanDyken** thanked the Recreational Director for handling all the paperwork with the Special Olympics Coordinators to ensure that this would happen. She knew it was a lot of tedious work.

Consuela Ebay, stated that she owns a business at 600 Market Street; in the incubator. She asked that the city commission and/or city staff provide them with some sort of notification if there was going to be any changes coming up, just keeping safe business practice. They would like some sort of notification via their lease. **CM Minner** replied he would follow up with her tomorrow. Ms. Ebay thanked him and wished everyone a good night.

5. CONSENT AGENDA:

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Item pulled for discussion:

5.B.6 - Purchase request from the Leesburg International Airport for construction services related to the replacement of a metal roof on an aircraft T-hangar for an amount of \$210,458.65 with Johnson-Laux Construction LLC.

Commissioner Christian moved to adopt the Consent Agenda except for item 5.B.6, and Commissioner Burry seconded the motion.

The roll call vote was:

Commissioner Christian	Yes
Commissioner Burry	Yes
Commissioner Robuck	Yes
Commissioner Connell	Yes

Mayor Pederson

Yes

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

A. CITY COMMISSION MEETING MINUTES:

- 1. Regular meeting held May 23, 2022**

B. PURCHASING ITEMS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment One to an Existing Task Order with GAI Consultants, Inc; and providing an effective date.**

ADOPTED RESOLUTION 11,090

- 2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment One to amend the contract term for an existing Agreement with Envirowaste Service Group, Inc. for Sanitary Sewer System Smoke Testing Services; and providing an effective date.**

ADOPTED RESOLUTION 11,091

- 3. Purchase request by the Stormwater Utility for the purchase of ONE (1) Vacuum Truck for an amount of \$468,237.49 to Super Products, LLC.**

Approved

- 4. Purchase request by Public Works for the purchase of new programmable logic controllers and associated electronics for use in the wastewater and water equipment for a total cost of \$216,260.63.**

Approved

- 5. Resolutions authorizing execution of three (3) Professional Services Agreements on a Continuing Basis for engineering services related to public works utilities.**

- a. Resolution of the City Commission of the City of Leesburg, Florida**

authorizing the Mayor and City Clerk to execute an Agreement with Jones Edmunds & Associates, Inc. for professional engineering services on a continuing basis; and providing an effective date.

ADOPTED RESOLUTION 11,092

- b. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement with Dewberry Engineers, Inc. d/b/a Dewberry | Hydro for professional engineering services on a continuing basis; and providing an effective date.**

ADOPTED RESOLUTION 11,093

- c. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement with Halff Associates, Inc. for professional engineering services on a continuing basis; and providing an effective date.**

ADOPTED RESOLUTION 11,094

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Landlord Consent to Assignment and Assumption of Leases, between the City of Leesburg (Lessor), Progressive Aerodyne, Inc. (Lessee), and TTOTF, LLC D/B/A First Class Aerospace (Assignee), for the Corporate Hangar Unit 1 and Corporate Hangar Unit 2, located at 8855 Airport Boulevard, at the Leesburg International Airport; and providing an effective date.**

ADOPTED RESOLUTION 11,095

- 2. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 44, a subdivision of the City of Leesburg, Florida, being a portion of Section 06, 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. 44)**

ADOPTED RESOLUTION 11,096

3. **Resolution of the City Commission of the City of Leesburg, Florida, recognizing the 50th Anniversary of the Florida Association of City Clerks (FACC) and honoring this achievement.**

ADOPTED RESOLUTION 11,097

4. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Right-of-Way Deed to the City of Leesburg from Village Community Development District No. 14, for the purpose of dedicating all roadways located within Villages of West Lake Unit No. 49 as described therein; and providing an effective date.**

ADOPTED RESOLUTION 11,098

5. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Arnold Williams, Clinton Ruddock, and C.C. Pratt as Trustees of the State Board of Trustees of the Church of God for the State of Florida, Cocoa office, for the purpose of granting the City an Easement over the property described therein; and providing an effective date.**

ADOPTED RESOLUTION 11,099

6. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment #1 to the Office Use Agreement between the City of Leesburg and Lake Economic Area Development (LEAD) Corporation; and providing an effective date.**

ADOPTED RESOLUTION 11,100

6. **Purchase request from the Leesburg International Airport for construction services related to the replacement of a metal roof on an aircraft T-hangar for an amount of \$210,458.65 with Johnson-Laux Construction, LLC using the City's Job Order Contract (JOC) Agreement.**

Approved

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

Commissioner Robuck made a motion to approve the purchase request and Commissioner Christian seconded the motion.

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Connell stated he spoke with the city manager about this item earlier because it is an

awful large number to only have one bid. He asked the city manager to speak about why we only had one bid. Plus, it was his understanding that this was only brought up as an informational item to the airport advisory board as a discussion item. There was nothing voted on. He relies on the advisory boards and he would like this item pulled without a vote until we can secure a couple of other bids. He would prefer this to go back before the advisory board for a vote and recommendation. **CM Minner** stated that this started out as a bid item. However, we received an enormous number of questions from the contractors. We had concerns after receiving the questions that the bids were going to yield goofy numbers which would not add up. We felt that a more detailed specification would be needed. We went to the consulting engineers to help us prepare a more formal specification that would tie down and answer those questions coming up through the procurement process. The quote we received back from the engineers was about forty thousand dollars and that was just to help prepare the specification. In our typical procurement process, we have Johnson-Laue as our main contractor. That is who we go with to get jobs done quicker. They do sometimes come out a little higher with prices, but we pay for that in their efficiency and getting stuff done quicker. City staff felt that with the cost of preparing a detailed specification, it would be more efficient and a reasonable method to just bring Johnson-Laue on to get this project done. That is why his recommendation was to go ahead and approve it. He believes the purchasing manager's response was that the price was actually lower than what we anticipated. This is roughly a seventeen thousand square foot building and it has a metal roof. However, if the commission prefers this to go back for a formal discussion with the airport board, they could do that. However, thus far, he has not received any negative feedback from the airport manager or the airport board. This is a city building that needs to get fixed. **Commissioner Christian** stated his concern was the condition of the building and if it was leaking? **PM Thornton** replied that included in the scope were some steel issues. They would replace a number of the c-channels on the rolling doors that have rusted out. As part of the roof replacement, once the materials are off, they will spray the entire support structure with an anti-corrosion coating. This project will be more than just roof work. There would be door structural work that needs to be done as well. With the cost breakdown of the proposal, the cost for just the roof work was one hundred and fifty-five thousand dollars. **Commissioner Connell** remarked that he did not see the exact bid. He asked if they would be adding any insulation to the building or the roof. **PM Thornton** responded that it was not insulated and we would not be adding insulation. **Commissioner Christian** inquired if the building was leaking or what was wrong with the building to prompt this discussion. **PM Thornton** replied that the primary purpose was to repair the structural items that are rusted. That was all detailed in the engineering report that the airport manager obtained. **Airport Manager (AM) Dean** stated it was not so much that the building was leaking, it was that the whole exterior edge of the roof had started to look like Swiss cheese. It is completely rusted in some areas, so debris from the rust has started falling and it can fall on the aircraft. That is much worse than just a leaky roof. **Mayor Pederson** questioned the age of the building. **AM Dean** answered that the building was constructed back in the early to mid eighties. **Commissioner Robuck** asked if they received any objections from the airport board. **AM Dean** answered that they acquired another bid. She informed them that the bid that was competitively out on the street was cancelled prior to the date that the bids were due, so they had nothing for comparison. As far as an action item, this was in the approved budget at one hundred and fifty thousand dollars and the advisory board previously reviewed this in the budget. **Commissioner Christian** stated that the purchasing manager talked about other areas of the building needing repair. He asked if the roof was on budget and if we added the other sixty-five thousand dollars for those other items and if they will be repaired while they are doing this project? **AM Dean** replied, yes those will be done at the same time. She was aware of the conditions and she saw the damage. The rust of the c-channels, and a number of other issues that need to be replaced. They also included an additional five thousand dollars over and above because, in the interim of about four weeks, which is the time it will take to put on the new roof, there will be nine tenants displaced. She is currently working with SunAir Aviation, who rents all the tie-down spaces on the ramp from the city to see if they are willing to make accommodations. **PM Thornton** asked the commission to keep in mind that the budget for this project was made two years ago,

so prices have increased. **Commissioner Robuck** commented that he certainly likes to see more bids, but he would worry about getting more people to respond right now. He has been experiencing that in his line of work. On the commercial stuff, just getting people to respond has become more difficult. He does not have a strong preference one way or the other. He just knows we need to fix this building. We do not need to damage an aircraft because that could get very expensive very quickly. If we started all over again and went out to bid, what kind of timeline would we be looking at? How far would that push us back? Do we have an idea when Johnson-Laux would be able to start if we move forward with this? **AM Dean** replied that the reason this was on the agenda was to allow the opportunity to procure the materials. She has been working with the city attorney to find out how much notice was needed to give the tenants so they could coordinate getting aircraft out. With having nine tenants, we are unsure if they are currently here in the State of Florida. **CM Minner** said that the short answer is however long the job is going to be. With the procurement process, we are most likely looking at six to eight weeks. The purchasing manager would need about thirty days to put out a fair bid. We would need a few weeks to put the specifications together. Then, whatever time lag we have from when that returns. If it goes before the airport advisory board before it comes back before the commission, we could be looking at eight to twelve weeks. **Mayor Pederson** stated he would prefer to see more bids, but with the savings of forty thousand dollars on the engineering fees combined with the urgency, he could support this. **Commissioner Burry** agreed with the mayor on the forty thousand dollars that it would cost the city to put together the specifications. We could do the job for two hundred and ten thousand dollars and that would be a smart thing. **Commissioner Connell** stated that forty thousand seems outrageous to put some specifications together for some c-channels and a reroof. He thinks we should look for some additional bids from somewhere else. It just seems outrageous, to pay that kind of money to put a spec book together for a reroof and to fix a few beams. He would like to see the city get some other estimates from somebody else that could put the specifications together so we could put this out for bid. It is hard to believe that for forty thousand dollars, we cannot find a much cheaper engineer to put a spec book together. It seems like a simple job. It should not be overly complicated. We are disrespecting the airport advisory board on these major decisions by not running it through them and allowing them to have a formal vote. If we do not allow them to do that, he does not know why we even have advisory boards. **Alan Reisman**, member of the airport advisory board, stated that they replaced another building's roof about a year ago. That one was about half the size of this one. They upgraded the metal, put six-inch insulation in and multiple skylights. The total cost for that was about sixty-five thousand dollars. That building was way older than this one and it was metal. However, all they did was just replace the existing metal. They took the metal off and put the metal back on. He did not understand why they had to go out for a scope when they were just replacing existing metal. They did not replace any c-channels or beams. All they did was measure the beams and replace them with the exact same thing. **Commissioner Christian** asked if they went through a private company or the government. **Mr. Reisman** answered they went through a private company. **CM Minner** asked how much square footage was fixed on that building? **Mr. Reisman** replied it was eight thousand square feet. It included thirty-two skylights and six inch insulation. They provided upgraded metal and they painted it. **CM Minner** pointed out that with that number, it is one twelve a square foot. Our number, which is at one fifty-five, equals nine dollars a square foot. There is only a one dollar difference per square foot and that includes all the other steel work. He does not think we are that far off, but we will do whatever the commission wants. He understands the need for the airport board in an advisory manner, but remember this is an operational matter. There is a difference between operational matters, long-term future matters and visionary matters. Just as the commission provides vision and direction to the city manager, the advisory boards do the same thing. The commission writes the checks, the commission hires professional staff to do the maintenance items which are in the budget. If you want to go back to the advisory board, we would not argue because that would be the direction. We are at a dollar difference compared to a private company. If we go back out to bid, we know the timeframe. Johnson-Laux is in the ballpark and it would get the job done. He appreciates Mr. Reisman's comments on the airport board. He appreciates where Commissioner Connell is coming from. He does

not think the number is outrageous, especially considering the times we are in. **Commissioner Christian** stated that with the advisory board, they are volunteers we select, so whether bouncing this back to them, they will make a decision on whether we do the roof, or if we go get more bids. Basically, what they would say is for us to go get more bids and bring them back. Now, what the city manager said was the first bid we received had a bunch of questions, so the new scope would have to answer all those questions plus perceive what may come up. We will be back twelve weeks later to see if the price is better or worse. Johnson-Laux is a company that we hired to help us facilitate these types of projects faster, so they may be a little higher in price because they will get this done faster than what the normal process would be. He does not know if that price would come down tremendously, but he thinks the airport advisory board would say to the commission to go get more bids. Now, as the city manager sends operations, we still have to get the roof and steel work done and it is already in the budget. He does not see any other option that the board would give us other than go out for more bids. **Mayor Pederson** mentioned that it would be after we spent forty thousand dollars on the engineering fees. **Commissioner Christian** added that we may have to go get another company to track engineers and that could cost forty thousand dollars or less. However, those are the only two options we have. He does not know if that would be faster or if we even have enough time. It may not be that beneficial. **Commissioner Connell** said it was his understanding that we previously put out some type of bid before without any specifications. He believes we received a wide range of estimates, at least that was his understanding. He wondered if the purchase manager could provide input on that. **PM Thornton** said that historically, in this city, roofs have always been a problem. We do not have anybody on staff who is a roof expert to put together specifications. In that instance, he took it upon himself to take some specifications that GAI created when we built the new hangars out at the airport. He tried to modify them for this project to save the city some money, but when that bid went out, that was when all the questions came up. Those questions were way outside of his wheelhouse. He became uncomfortable answering them. He stated that we needed to pull back and that we needed to see what we could do with the specifications. He suggested contacting GAI to see what they could do to develop specifications. That is where the forty thousand dollar proposal came from. The other option is the job order contract method, which is what this contract is good for. For example, when the Ski Beach bathroom burned, we were able to call them and they were able to inspect the project. They told us exactly what was needed. They came back and gave us a proposal and we were able to move forward. That is where we are now. We do not have the means to develop a solid specification or scope of work for this project and that is where they come in. They come, inspect the job and provide the proposal based on what they believe needs to be done. That is where we are now. **Commissioner Robuck** said, as a commissioner, that is why it is so frustrating, because what Firehawk Aerospace did or what he would do or even what Commissioner Connell would do is hire a roofing company to basically write the specifications because any roofing company could go up there and look. They would say this is what needs to replace it, but as a city we cannot hire a roofing company to write the specifications. We have to put it out for bid to other roofing companies, so we get stuck in these situations where we have to overpay. We either pay an engineer some ridiculous amount to write it or we shop contracts. As much as he hates it, he was very skeptical of Johnson-Laux at first, but they have done good work thus far. They did a good job on Pat Thomas and with the restrooms at Ski Beach. He does not see any other way around doing this and we just need to spend the money.

The roll call vote was:

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

Four yeas, one nay, the Commission approved the purchase request.

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

A. SECOND READING OF ORDINANCES

- 1. None**

B. FIRST READING OF ORDINANCES

- 1. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 7.93 +/- acres, and being generally located east of County Road 468 and north of Griffin Road, 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 2; and providing an effective date. (Lake Co Holdings)**

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

Mayor Pederson requested comments from the Commission and the audience. There being none, he stated this item would lay over.

- 2. An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 7.93 +/- acres from Lake County Urban High Density to City of Leesburg General Commercial, for a property generally located east of County Road 468 and north of Griffin Road, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Lake Co Holdings)**

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

Mayor Pederson requested comments from the Commission and the audience. There being none, he stated this item would lay over.

- 3. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 7.93 +/- acres from Lake County R-7 (Mixed Residential**

District) and Lake County CP (Planned Commercial District) to City of Leesburg SPUD (Small Planned Unit Development) to allow for mixed use development for a property generally located east of County Road 468 and north of Griffin Road, as legally described in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Lake Co Holdings)

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

Mayor Pederson stated this item would lay over as well. He requested comments from the Commission and the audience.

Commissioner Christian commented that he does not like the idea of having ice machines at the front of CR 468 and Griffin Road. They will become eyesores because they are not maintained. We just approved one at 14th Street and there is another one on US 27. We will have a city full of unmaintained ice machines right on the main thoroughfare in the redevelopment area. He strongly disagrees with this. With land uses, this is one that he has not seen before. Under number ten, where we have permitted uses, it states that additional uses may be permitted by written request to the planning and zoning director. Such requests shall indicate how the intensity, traffic and uses are consistent with permitted uses shown herein and with the remaining conditions of the SPUD document. That is concerning because they would be voting as a commission to hand over their rights to the planning and zoning director. So, in the future, someone could write a letter saying that they want a strip club right on this property and the commission would have no say in it. Under the prohibited uses, he did not see where it listed thrift stores or liquor stores as prohibited uses. With accessory use, he is completely against ice machines. These are not something the city should allow on CR 468 and Griffin Road. The buffering and landscaping should be better. This should be something we are proud of when driving down one of the major thoroughfares. We will have storage units, but we need to make sure that we make this development look nice and presentable. He is completely against number ten. He did not know if we were just starting to use these in all the PUDs, but we are saying that anybody could write a letter to the planning and zoning director and they could possibly put other uses on the property. He was concerned about that and he did not remember seeing that in any other SPUD lately. **PZD Miller** stated this has been in most of the PUDs for a while. What it is trying to convey is, if the applicant shows that the traffic intensity and uses are consistent with the permitted uses, then the city would consider that use. However, if the commission would prefer to have that section taken out, they could do so. That would not be a problem. In terms of a strip club or something, that would not be a permitted use. **Commissioner Christian** asked who would determine what would be consistent. Would it be you, the planning and zoning director? **PZD Miller** replied yes, that is how it is written. However, it would have to meet the criteria of the intensity, traffic and use. **Commissioner Christian** asked if he would provide an example. **PZD Miller** answered, for example, under general retail use, they could put a daycare there. That is something that would be similar to the other uses. It would be supportive of the uses. **Commissioner Christian** said he was concerned that if the commission changed, the thought process may change. For instance, he is not in favor of gaming. So, being on the commission now, he would vote no. However, some people may think gaming is just for recreation, but we all know it will end up being illegal. Someone may come in and say they want to put a gaming site here. At that time, we may have a different planning and zoning director, and that person may like to gamble. He may say that is great. It meets the intensity and the traffic. Now the community is completely unaware, the city commission is unaware of what is happening. The next thing the community knows is we have a gaming site on this property because it meets the traffic and intensity. There was no gauging by the commission, the city manager or the community to say we did not want that. It is now too late. We now have to get legal lawyers involved, and most communities cannot afford

to hire attorneys to fight commercial uses. That is why number ten brings such concerns. He apologized for not catching it on previous PUDs, but this PUD is really close to his residence. It yields a lot of concern. **PZD Miller** remarked he appreciates his comments because it would make his job easier if they just took out number ten. He would be okay with that. **Mayor Pederson** wanted to know if gaming businesses were prohibited in the city. **PZD Miller** responded that internet cafes, thrift stores and liquor stores were supposed to be listed as prohibited use. However, he forgot to put them in. That is his fault. **Commissioner Christian** questioned if internet cafes are prohibited in the city? **PZD Miller** replied that they are technically allowed under very strict criteria. This was done back around 2014 through an ordinance, which allowed them under specific conditions in specific locations. They have to be fifteen hundred feet away from any daycare, school or church, things like that. They have to have a fifty thousand dollar bond with bulletproof glass, they need a security guard, a locking safe, the list goes on and on. He was unsure of all the legalities, but the city could not totally prohibit them. We created an allowance that came down to about three spots. He has a map in his office, which shows the areas where they can go in the city. If you went to look at these three areas you would not want to put one there because it would cost about one hundred thousand dollars right up front. They have to put up a freestanding building and there are a lot of other requirements they have to meet. So, while it is not technically outlawed, it is very difficult to achieve. However, this is not a spot they could put one in. His intention was to have the liquor stores, internet cafes and thrift stores added to the list of prohibited uses. That was an oversight on his part. He apologized. **Commissioner Christian** wanted to verify that those items would be added before the next reading. **PZD Miller** responded absolutely. However, he would be more than happy to remove number ten completely. From his standpoint, it would make his job a lot easier and he would not have to worry about it. **Commissioner Christian** asked if anyone was opposed to him taking out number ten. **Mayor Pederson** said that would be fine. **Commissioner Christian** asked if they were going to deal with the ice machines at the next meeting. **PZD Miller** replied that he would handle the ice machines before the next meeting.

Commissioner Burry inquired about the six thousand square foot commercial center. It says there will be fifteen thousand square feet of offices with storage and then there is a three thousand square foot mini-warehouse. With the six thousand commercial centers, does that mean there will be one type of business in that building? What is the difference between the six thousand square feet and fifteen thousand square feet if it is office space with storage? **PZD Miller** answered that the commercial center is six thousand square feet. That is where retail is permitted. With the fifteen thousand square feet building, referring to page thirteen of the PUD, the site plan shows the retail businesses and offices with attached storage. That could be specifically used for office use, but not necessarily retail. If you wanted to mix and match, that would not create a problem. The boat storage would be behind that. There would be a twenty-foot landscape buffer next to the residential area just to the north, plus a fence.

Commissioner Christian stated that this looks good. He just did not like the ice machine. Everything else looks wonderful. He knows they say commercial retail, but right next to the commercial is where they want to put the ice machine. That is where people would go to fill up their boats with ice. When you look at the site plan, there is not enough space to turn around. It seems very unrealistic. It would be an eyesore and it is in a very difficult spot. It may just be the site plan, but it looks like it would be very difficult to maneuver. Plus, it is located on the main thoroughfare. There is very little landscaping and this does come off CR 468, where it would be difficult to get ice. It should be eliminated. We need to create a nice commercial look, it would make the whole property look better. **Commissioner Robuck** questioned where it says offices with attached storage. **PZD Miller** responded that it would be something like we have on Main Street with the offices in front. The warehouses on Main Street and CR 468 would have the offices in front and the warehouse in the back. **Commissioner Robuck** stated that it would basically be like rental storage units. **PZD Miller** answered yes, it would be mixed with retail in the office. **Commissioner Robuck** mentioned that he was okay with that. He wanted to make sure that he

understood. **PZD Miller** said that the point was to create jobs. **Commissioner Christian** stated this would be good for this site because it is a difficult site to develop.

C. NON-ROUTINE ITEMS

1. Consider Special Counsel for City of Leesburg versus Sunnyside Landing Development, LLC

CM Minner stated we need to appoint special counsel for the Sunnyside Land Development writ of certiorari which was filed with the city. It was filed a couple of months ago when Sunnyside Land Development sought to overturn the decision made by the city commission. They filed a writ of certiorari with the Lake County Court. We moved pretty quickly and brought in Lindsay Holt who is the City Attorney for the City of Tavares. She served as the special counsel that night for the meeting. That night, our city attorney recommended her to sit in on the public hearing because they had a conflict of interest in the case. We needed to move and get started with the petitions. We started with standard operating procedures and reported the writ to our insurance company. As it turns out, the insurance company would pay a portion of the legal fees. The coverage for that would be up to one hundred thousand dollars for legal fees with no deductibles. He discussed this matter with Attorney Watson and Attorney Holt.

Attorney Holt was extremely gracious and understood the financial situation because our insurance company had some prerequisites for attorneys who are recognized attorneys on their preferred vendor list. Unfortunately, Attorney Holt is not on that list and she is unable to get on that list. This will be a conversation that we need to have with our city attorney at a later date to ensure that Gerken & Stone are on that list in the future. In any case, we reviewed the vendor list and we have a three-folded option. We could stay with Attorney Holt, but we would have to absorb all the legal fees. The fees would be somewhere in the ballpark from fifty to one hundred thousand dollars. It would depend on how in-depth the precedencies went and how many stages we have to go through to respond to the court with pleadings and those types of things. He did not think it would be that much, but the last time he said that he was wrong. The second option would be to pick a firm from the vendor list. The recommendation from our city attorney was Brionez & Brionez because we have previously worked with them. Our city attorney has spoken with Mark Brionez and he stated they would be willing to do the work. The third option would be a combination of both. We would need some updates from Attorney Holt and Brionez & Brionez so that everyone could get up to speed. He was unsure if all the legal fees would be absorbed. Attorney Holt has provided a list of dates for initial mediation, which was required. There are a lot of dates coming up in August. He recommended reassigning the special counsel to Brionez & Brionez so they could start moving forward on this. **Mayor Pederson** remarked he was okay with that.

Commissioner Christian made a motion to reassign the Special Counsel to Brionez & Brionez for the Sunnyside Land Development writ and Commissioner Robuck seconded the motion.

Mayor Pederson requested comments from the commission and the public. There were none.

The roll call vote was:

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

Five years, no nays, the Commission approved the reassignment of Special Counsel for the Sunnyside Land Development writ.

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 Gerken stated he had no comments tonight.

9. CITY MANAGER ITEMS:

CM Minner said he is looking to get direction from the commission. Back when we received the American Recovery Act money there were some allocations made. One of the allocations was to set aside one hundred thousand dollars for qualifying civic organizations. He believed the timeline was mid-April. He apologized for getting back this late. However, we only received ten applications from civic organizations for funding. One of the organizations was not in the city limits and two are not qualified. That left only seven organizations qualified for the money. We do have some options. We could re-advertise to try and bring in more organizations. We could apply the one hundred thousand dollars and divide it by seven and give that out. We could slim that number down and then award and go back out. He asked for some directions as to where the commission would like to go. If it was divided by seven and issued out, he could have the grant agreements back at the next meeting. However, he was surprised at how few applications were received. The number of applications received for the Cares Act money was about one hundred and eighty. He expected a lot more because the same amount of advertising was done for this. **Mayor Pederson** wondered who the seven organizations were. **CM Minner** answered that he could not remember off the top of his head. He believes one may have been Darling Diamond. **Mayor Pederson** asked if they went through the process for all of them. **CM Minner** answered yes, they went through the same process for all of them and they are all bonafide.

Commissioner Christian said the criteria was given, it was put out and those who applied did. If we put it out again, it could mess up the city's integrity. **Mayor Pederson** asked if we put any cap or limits on the proposal. **CM Minner** replied we did not. We said it was going to be based on the number of applicants and money. **Commissioner Robuck** remarked that he would cut the money in half based on the number of applicants, take the other fifty grand and roll it into other capital projects. That would be him, because we never anticipated that the grants issued could be that big. **Commissioner Chrisitan** wondered about taking seventy thousand and dividing it, then we could put the rest into capital projects. **Commissioner Robuck** said that would be okay. It would also provide a little bit towards other items. **CM Minner** stated he would get back with those groups. He would take another look and cap it at ten thousand. What we do not spend we will put back into CIPs. **Mayor Pederson** said that would be great.

10. ROLL CALL:

Commissioner Robuck said he appreciated the approval of moving LEAD to the incubator. He took one

of the representatives over there to take a look at it as a temporary site when they found out that the airport was going to take a long time to renovate. When he found out that we had an incubator, he was pretty excited. Of course, they would prefer that the Chamber stay in the incubator. LEAD runs the incubator for Marion County and if that is something the city would like them to do, they would be happy to do so here. He encouraged them even though they are not asking right now, because they still need to get LEAD set up. He knows the city manager has their contact information. He suggested that if you are in Ocala that you stop by to check out the incubator because it is super impressive with what they have been doing up there. Thirty businesses have graduated through there and twenty-three are still in operation. This has been over ten years and they have created over three hundred and fifty direct jobs there. Again, it is really impressive to see how they run it. It would take that off the city's plate and it is not something they would have to be super equipped to do. **Commissioner Burry** questioned that since LEAD is moving to the incubator, would they still need to fix up the airport? **CM Minner** replied his recommendation would be no. The lanai is not going anywhere anytime soon. Nobody has really used that facility. He would like that money to stay in the hopper. We were looking at around twenty-five thousand dollars to fix it. **Commissioner Robuck** suggested asking the airport board about taking some of that money and using it for their conference room. It needs a little updating. It is pretty bad looking. **Commissioner Christian** suggested maybe putting a little bit of technology in there.

Commissioner Connell had no comment tonight.

Commissioner Christian had no further comments tonight.

Commissioner Burry commented that his airport advisory board designee, Tweet Coleman, had to resign. She took a position that competes with the time that the airport board meets. He would like to recommend Joel Hargis as Tweet's replacement. Mr. Hargis has been involved with experimental aircraft. He also has a plane at the airport and has offered to do this, which is a positive thing. For the art advisory board, he would like to appoint Semeion Richardson. She is the owner of Arts with a Purpose. She mainly does mental health type art. Ms. Stefanovich seemed happy when he told her. She said she would be a good one to get involved. Lastly, a couple of months ago we talked about the Susan Street project. He wondered if there were any updates. **CM Minner** replied it would be coming before the commission on June 27th. As you know, staff has been in the heat of the budget process since March. That is important, especially this year as we revisit our CIPs and where we spend our capital monies. Our biggest issue with capital money is the American Recovery Act. Back in October, we put together a resolution about where we were going to spend it. The bulk of that money was going to go to the Turnpike Wastewater Treatment Facility, which was about 6.3 million dollars. The Biden administration has slowly modified where we can spend these funds as the money has been out there. Long story short, he will bring a formal recommendation to the June 27th meeting. It will show where we change some funding mechanisms and we can focus on CIPs. Over the past eight years, we have been successful with a bunch of different projects, but we are at a time where we need to re-analyze our situation. We need to look for different improvement projects as we move into the future. We have been blessed with the American Recovery money. We bonded out the sewer plant, so we probably will not be able to use the recovery money for that project. The note looks like we would be able to squeeze it into and afford it with our existing revenues. That would be the revenue coming in from the growth of the wastewater flow. Specifically, those associated with The Villages. He believes that we will be covered there. That will allow the city to take that recovery money and add it to other projects that we find most important. So, ahead of the budget process, he wanted to review the suggestions. He has already talked about this with all members of the commission individually. The recommendations are Susan Street, Sleepy Hollow and changing the makeup of Susan Street to where it would become a football, lacrosse, soccer complex and Sleepy Hollow to a baseball and softball complex. We still need to tackle the Market Street concept. We also have a few marina issues that need to be revisited. There is the pretty multi-layered topic of

beach volleyball. He is in the process of putting that presentation together and speaking with each member individually. They have each provided different feedback that he will address better in the report. The biggest thing is getting some economic impact numbers, so when we spend the money, we see that we are not just investing in capital improvement, we see that we are living up to our namesake of being the Lakefront City. We will see that we are investing in sports, recreation and tourism. He wants to get the numbers together and come back to the commission for direction on the June 27th agenda.

Commissioner Burry said that would be excellent.

Mayor Pederson remarked that last week was a good week for the City of Leesburg. We had the ribbon cutting for the Boys and Girls Club. He received a lot of positive feedback and comments. We also had a ceremony of recognition for Virgil Hawkins recognizing his contributions to the community. They installed a plaque downtown in his honor. Both of these events were very nice and speak very highly of our city.

11. ADJOURN:

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

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

The meeting adjourned at 6:26 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: June 27, 2022

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

Subject: Resolutions authorizing execution of amendments to the City's storm debris removal and monitoring agreements.

Staff Recommendation:

Staff recommends approval of the three (3) resolutions authorizing execution of the First Amendments with each of the companies:

- TFR Enterprises, LLC - Debris Collection and Management
- DRC Emergency Services, LLC - Debris Collection and Management
- Rostan Solutions, LLC - Debris Monitoring

Analysis:

The purpose of this item is to renew and extend existing agreements with each of the listed companies.

The companies provide services to the City to support storm response and recovery efforts should the City require the services following a declared event. Should there be a declared emergency event such as a hurricane that hits the City, these companies would be requested to mobilize to assist the City in storm debris clean-up, monitoring, and management.

Procurement Analysis:

The City previously issued a Request for Proposal 180462 and 180452 soliciting proposals from qualified companies to provide Emergency Debris Clean-up, Management, and Monitoring Services. On November 26, 2018, the Leesburg City Commission awarded contracts to the three (3) companies. The terms of the original Agreements provide for the renewal and extension of the contracts. The City and Contractors desire to extend the contracts.

The Agreements with TFR and DRC were renewed under the same terms and conditions, including costs.

The Agreement with Rostan Solutions, LLC was renewed with an allowed cost adjustment of 11.6% applied to the billable hourly rates.

For a declared event, the costs incurred under these contracts would be claimed with the Federal Emergency Management Agency (FEMA) for reimbursement.

Options:

1. Approve each of the resolutions authorizing execution of the amendment with each of the companies as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

There is no fiscal impact with the approval of this item. There would be no expenditures unless the City requests the companies to mobilize and provide services for a declared event. The costs incurred would then be submitted to FEMA for reimbursement.

Submission Date and Time: 6/22/2022 4:25:24 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A FIRST AMENDMENT TO TFR ENTERPRISES, INC. WHOSE ADDRESS IS 601 LEANDER DRIVE, LEANDER, TEXAS 78641 RENEWING AND EXTENDING AN EXISTING AGREEMENT FOR DEBRIS REMOVAL AND MANAGEMENT SERVICES PURSUANT TO REQUEST FOR PROPOSAL 180462; 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 First Amendment to **TFR ENTERPRISES, INC.** whose address is 601 Leander Drive, Leander, Texas 78641 renewing and extending an existing Agreement for debris removal and management services pursuant to Request for Proposal 180462; and providing an effective date.

THAT the parties agree to the Amendment being effective January 1, 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 on the 27th day of June 2022.

Mayor

ATTEST:

City Clerk

**FIRST AMENDMENT
OF A FIXED UNIT PRICE FOR
CONTRACTOR SERVICES AGREEMENT**

THIS AGREEMENT is made as of the 1st day of January 2022, between **THE CITY OF LEESBURG, FLORIDA** a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”), and **TFR ENTERPRISES, INC.** whose address is 601 Leander Drive, Leander, Texas 78641 (hereinafter referred to as the “CONTRACTOR”).

WITNESSETH:

THAT, on November 26, 2018, the CITY and CONTRACTOR entered into a fixed unit price agreement for contractor services whereby the CONTRACTOR agreed to provide Emergency Debris Collection and Management Services to the CITY (hereinafter referred to as the “Agreement”).

WHEREAS, the parties wish to renew and extend the term of the Agreement as allowed in the Agreement and have entered into this Amendment for that purpose.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement and from other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated by reference herein and made a part hereof.
2. **Amendment.**
 - a. **Renewal and Extension.** The parties agree to renew the Agreement and extend the term of the Agreement through December 31, 2024.
 - b. **Employment Eligibility.** The CONTRACTOR is obligated to comply with the provisions of Section 448.095, Fla. Stat., “Employment Eligibility.” This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than TWENTY (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the CONTRACTOR may not be awarded a public contract for a period of ONE (1) year after the date of termination.

3. **Modification.** Except as specifically modified by this Amendment, all terms and conditions of the prior agreement shall continue in full force and effect as originally executed. Nothing herein shall be deemed or construed to amend or modify any other contract or undertaking between the CITY and CONTRACTOR other than as defined above.
4. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which may be considered an original, but all of which together shall constitute but one and the same instrument. This Agreement when signed by a party may be delivered by electronic mail or facsimile transmission with the same force and effect as if the same were an executed and delivered original, manually-signed counterpart.

[Signature page follows.]

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

TFR ENTERPRISES, INC.

By: _____

Printed: _____

Its: _____
(Title)

CITY OF LEESBURG, FLORIDA

Mike Pederson, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

William Watson, City Attorney

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A FIRST AMENDMENT TO DRC EMERGENCY SERVICES, LLC WHOSE ADDRESS IS 500 SOUTH AUSTRALIAN AVENUE, SUITE 600, WEST PALM BEACH, FLORIDA 33901 RENEWING AND EXTENDING AN EXISTING AGREEMENT FOR DEBRIS REMOVAL AND MANAGEMENT SERVICES PURSUANT TO REQUEST FOR PROPOSAL 180462; 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 First Amendment to **DRC EMERGENCY SERVICES, LLC** whose address is 500 South Australian Avenue, Suite 600, West Palm Beach, Florida 33901 renewing and extending an existing Agreement for debris removal and management services pursuant to Request for Proposal 180462; and providing an effective date.

THAT the parties agree to the Amendment being effective January 1, 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 on the 27th day of June 2022.

Mayor

ATTEST:

City Clerk

**FIRST AMENDMENT
OF A FIXED UNIT PRICE FOR
CONTRACTOR SERVICES AGREEMENT**

THIS AGREEMENT is made as of the 1st day of January 2022, between **THE CITY OF LEESBURG, FLORIDA** a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”), and **DRC EMERGENCY SERVICES, LLC** whose address is 500 South Australian Avenue, Suite 600, West Palm Beach, Florida 33901 (hereinafter referred to as the “CONTRACTOR”).

WITNESSETH:

THAT, on November 26, 2018, the CITY and CONTRACTOR entered into a fixed unit price agreement for contractor services whereby the CONTRACTOR agreed to provide Emergency Debris Collection and Management Services to the CITY (hereinafter referred to as the “Agreement”).

WHEREAS, the parties wish to renew and extend the term of the Agreement as allowed in the Agreement and have entered into this Amendment for that purpose.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement and from other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated by reference herein and made a part hereof.
2. **Amendment.**
 - a. **Renewal and Extension.** The parties agree to renew the Agreement and extend the term of the Agreement through December 31, 2024.
 - b. **Employment Eligibility.** The CONTRACTOR is obligated to comply with the provisions of Section 448.095, Fla. Stat., “Employment Eligibility.” This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than TWENTY (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the CONTRACTOR may not be awarded a public contract for a period of ONE (1) year after the date of termination.

3. **Modification.** Except as specifically modified by this Amendment, all terms and conditions of the prior agreement shall continue in full force and effect as originally executed. Nothing herein shall be deemed or construed to amend or modify any other contract or undertaking between the CITY and CONTRACTOR other than as defined above.
4. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which may be considered an original, but all of which together shall constitute but one and the same instrument. This Agreement when signed by a party may be delivered by electronic mail or facsimile transmission with the same force and effect as if the same were an executed and delivered original, manually-signed counterpart.

[Signature page follows.]

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

DRC EMERGENCY SERVICES, LLC

By: _____

Its: _____
(Title)

CITY OF LEESBURG, FLORIDA

Mike Pederson, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

William Watson, City Attorney

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
FIRST AMENDMENT TO ROSTAN SOLUTIONS, LLC, RENEWING AND
EXTENDING AN EXISTING AGREEMENT FOR DEBRIS REMOVAL AND
MANAGEMENT SERVICES PURSUANT TO REQUEST FOR PROPOSAL
180462; 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 First Amendment with **ROSTAN SOLUTIONS, LLC** whose address is 3433 Lithia Pinecrest Road, Suite 287, Valrico, Florida 33596 renewing and extending an existing Agreement for debris removal and management services pursuant to Request for Proposal 180462; and providing an effective date.

THAT the parties agree to the Amendment being effective January 1, 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 on the 27th day of June 2022.

Mayor

ATTEST:

City Clerk

**FIRST AMENDMENT
OF A FIXED UNIT PRICE FOR
CONTRACTOR SERVICES AGREEMENT**

THIS AGREEMENT is made as of the 1st day of January 2022, between **THE CITY OF LEESBURG, FLORIDA** a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”), and **ROSTAN SOLUTIONS, LLC** whose address is 3433 Lithia Pinecrest Road, Suite 287, Valrico, Florida 33596 (hereinafter referred to as the “CONTRACTOR”).

WITNESSETH:

THAT, on November 26, 2018, the CITY and CONTRACTOR entered into a fixed unit price agreement for contractor services whereby the CONTRACTOR agreed to provide Emergency Debris Collection and Management Services to the CITY (hereinafter referred to as the “Agreement”).

WHEREAS, the parties wish to renew and extend the term of the Agreement as allowed in the Agreement and have entered into this Amendment for that purpose.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement and from other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated by reference herein and made a part hereof.
2. **Amendment.**
 - a. **Renewal and Extension.** The parties agree to renew the Agreement and extend the term of the Agreement through December 31, 2024.
 - b. **Cost Adjustment.** The Fee Schedule is revised by a Cost Adjustment of 11.6% as permitted by the original Agreement. The new hourly billable rates are adjusted and included in Attachment ‘A’. These billable rates replace those in the original Agreement.
 - c. **Employment Eligibility.** The CONTRACTOR is obligated to comply with the provisions of Section 448.095, Fla. Stat., “Employment Eligibility.” This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than TWENTY (20) calendar days after the date of termination. If this contract

is terminated for a violation of the statute by the CONTRACTOR may not be awarded a public contract for a period of ONE (1) year after the date of termination.

3. **Modification.** Except as specifically modified by this Amendment, all terms and conditions of the prior agreement shall continue in full force and effect as originally executed. Nothing herein shall be deemed or construed to amend or modify any other contract or undertaking between the CITY and CONTRACTOR other than as defined above.
4. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which may be considered an original, but all of which together shall constitute but one and the same instrument. This Agreement when signed by a party may be delivered by electronic mail or facsimile transmission with the same force and effect as if the same were an executed and delivered original, manually-signed counterpart.

[Signature page follows.]

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

ROSTAN SOLUTIONS, LLC

By: _____

Its: _____
(Title)

CITY OF LEESBURG, FLORIDA

Mike Pederson, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

William Watson, City Attorney

ATTACHMENT 'A'
REVISED FEE SCHEDULE

Emergency Debris Monitoring Fee Schedule

#	NAME	UNIT	UNIT PRICE
1	Project Coordinator	Hour	\$ 89.28
2	Project Manager	Hour	\$ 78.12
3	Field Monitors	Hour	\$ 35.71
4	Lead Monitors	Hour	\$ 47.99
5	Tower/Site Monitors	Hour	\$ 35.71
6	Data Manager	Hour	\$ 66.96

Project Coordinator: This position coordinates all positions in the declared event. The Project Coordinator will be involved in pre-event planning and meetings as to become familiar with the City and its' operation.

Project Manager: This position will serve as the Contractors' manager on the project. This position will direct the activities of contractor staff. Will work directly with the City's representative on the project. The Project Manager will be involved in pre-event planning and meetings as to become familiar with the City and its' operation.

Lead Monitors: Assist in setting-up and manning the disaster site. Help train the Tower/Site and Field Monitors and track their performance. Assist in assigning Field Monitors to contract haulers. Assist in assigning Field Monitors and contract haulers to collection grids. Assist in tracking the daily collection on a citywide grid map. Assist in coordinating the daily collection operations along with the contract haulers Site Superintendent. Track the daily count of Field Monitors necessary to meet the contract hauler's demands. Track the daily count of contract hauler's trucks, trailers and loading equipment. Provide daily collection status reports to the Project Coordinator on request. Fill in as Site Monitor if needed. Record and inspect any property damage, public or private that may occur during the debris removal operation. Track and verify the satisfactory repair of any damage.

Tower/Site Monitors: Trained to evaluate and certify that each load of debris represents the actual size of the load by percentage of total rated capacity. FEMA staff rates the performance of each Site Monitor for accuracy. FEMA requires that two trained inspectors rate each load before it can be off-loaded at the collection site. One inspector is representing the City and the other is representing the Contractor. Both Site Monitors must agree on the percentage of load and sign off on the load ticket for the cubic yard quantity to be FEMA reimbursable.

Field Monitors: Trained to follow each contract hauler as debris is collected throughout the City. The Monitor must witness and certify by street address that the storm debris was collected from public roadways only. The Monitor must certify that the debris piles are not mixed (vegetation or construction & demolition debris) before loading. The Monitor is assigned to hauler(s) and given a certain grid in the City to collect either vegetation or C&D debris. The Monitor must assure that all targeted debris is removed by the contract hauler during each pass before the contract hauler may move to a new area. The Monitor must record the time, location and sign the contract haulers load ticket before the load can be delivered to the collection site for processing. The Monitor is responsible for reporting any unsafe or unauthorized collection practices to the Site Monitors for corrective action.

Data Manager: Manages of all incoming and outgoing data from the field, site, and lead monitors. Processes data from handheld units and converts into FEMA compliant total data. Works with Agency in reporting accurate and complete data.

Please note that the billable hours per position are to include hourly wages, travel and shelter. Any additional expenses outside of quoted amount herein are NOT reimbursable by the City of Leesburg.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.2.

Meeting Date: June 27, 2022

From: Mike Thornton, (Purchasing Manager), Robert Hicks, (Police Chief)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement with **WatchGuard Video, Inc.** for an integrated body-worn camera (BWC) and in-car video system with Video as a Service (VaaS) support for a total amount of \$560,760.00 paid for over 5 years with a first year cost of \$143,157.00 and 4 additional annual payments of \$112,152.00; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution authorizing execution of the MCA Master Service Agreement with WatchGuard Video, Inc. for a total 5 year amount of \$591,765.00 paid in annual installments. Staff further recommends approval of the City using the Sourcewell Cooperative contract as the contracting vehicle for this procurement.

Analysis:

The purpose of this item is to seek approval for the purchase of a law enforcement body-worn camera and in-car video system. The implementation of a Body-Worn Camera (BCW) system by the Leesburg Police Department was discussed on June 14, 2021. The minutes from the meeting discussion item are included here for review by the Commissioners.

For decades, the Police Department has utilized in-car cameras to increase our evidence-gathering capabilities, in addition to professionalizing our agency. In 2019, the City took the next step, after an appropriate search and selection process, by entering into a contract with WatchGuard for Body Worn Cameras in addition to in-car camera systems.

The purchase of this integrated BWC and in-car video system includes the following components.

Seventy (70) body-worn cameras will equip all sworn positions, currently filled and projected to be filled over the next year with BWC systems. This number should allow for 1 – 3 spares. 26 additional car cameras (plus approximately 5 from anticipated grants) will equip all issued Patrol Cars, plus spares, with Watchguard in-car cameras synced and paired to the BWC systems.

This expenditure covers the lease and no-cost replacement of all associated hardware and software with warranties and licensing for the five (5) year period. At the close of the 5th year the City will need to determine whether to continue with a contract with WatchGuard Video, Inc. or move to another solution.

Seventy (70) body-worn cameras will create a significant amount of audio and video data. Florida Public Record laws, evidence procedures, and best practices require substantial storage resources and safeguards to be in place for this data. The proposed solution includes Video as a Service (VaaS) meaning the data from the integrated camera system is stored in the cloud. This will prevent the City's IT Department from having to purchase additional hardware to store the large amount of data. IT will likely see substantial easing of police data storage requirements.

Procurement Analysis:

On April 22, 2019, the City Commission approved the award of Request for Proposal 190172 to WatchGuard, Inc. and execution of an Equipment Purchase Agreement for in-car and body-worn camera (BWC) equipment. When the police department began discussions with WatchGuard, Inc. about the purchase of BWC equipment, the staff's intention was to use that contract for the purchase.

Since the execution of the contract with WatchGuard, Inc., WatchGuard was acquired by Motorola Solutions and the BWC product was improved to a Video as a Service offering. Staff has identified the use of the Sourcewell Cooperative contract awarded to WatchGuard, Inc. / Motorola Solutions for the purchase of the integrated camera and support services solution to be the most effective and efficient procurement method. Procurement staff recommends approving the use of the Sourcewell Cooperative contract.

Options:

1. Approve the resolution authorizing execution of the Agreement with WatchGuard Video, Inc. as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The 5 year agreement will be paid for over the next five years with a first year payment of \$143,157.00. There will then be 4 annual payments of \$112,152.00.

The City of Leesburg Police Department applied for and has been awarded grant funding in the amount of \$140,000.00 under the funding opportunity 2021 BJA FY 21 Body-Worn Camera Policy and Implementation Program to Support Law Enforcement Agencies. This grant award will cover most of the first year cost. The police department will budget for years 2-5 during the budget process.

Account No.	021-1326-517.71-32
Requisition	53933
Budget	\$138,165.00
Available	\$138,165.00

Submission Date and Time: 6/22/2022 4:30:02 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH WATCHGUARD VIDEO, INC. FOR AN INTEGRATED BODY-WORN CAMERA (BWC) AND IN-CAR VIDEO SYSTEM WITH VIDEO AS A SERVICE (VAAS) SUPPORT FOR A TOTAL AMOUNT OF \$560,760.00 PAID FOR OVER 5 YEARS WITH A FIRST YEAR COST OF \$143,157.00 AND 4 ADDITIONAL ANNUAL PAYMENTS OF \$112,152.00; 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 **WATCHGUARD VIDEO, INC.** whose address is 415 E. Exchange Parkway, Allen, Texas 75002 for an integrated body-worn camera and in-car video system with supporting hardware and Video as a Service (VaaS) pursuant to the Master Customer Agreement and Ordering Document.

THAT the total purchase cost of 591,765.00 with the following payment schedule:

- Year 1 - \$143,157.00 (Due upon system go-live)
- Year 2 - \$112,152.00
- Year 3 - \$112,152.00
- Year 4 - \$112,152.00
- Year 5 - \$112,152.00

THAT the City Commission authorizes the City Manager to sign any additional documents that may be needed for the implementation of this solution.

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 27th day of June 2022.

Mayor

ATTEST:

City Clerk

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3. Discussion Item:

Leesburg Police Department Body Cameras

CM Minner stated he is looking for direction as the Mayor asked for this item to be placed on the agenda.

This item was visited a year ago almost to the date in a budget workshop to purchase body cameras for the LPD or not too purchase and to summarize he would say that the feeling of the Commission was we would probably need to do this, but we hope there will be Federal money out there so lets wait and see.

A year has passed and he thinks the policing issues of the day, and some of the retraining and these types of things, are leading to body cameras that are probably going to be a necessity in police work. Most departments are going that way, especially Lake County, the Sherriff Office has moved that way, Clermont, Tavares, Mount Dora most of all the major municipalities in Lake County have gone to or are going to body cameras. Long story short, his recommendation to this body is that for Fiscal Year 2022 we plan it. Having said that we brushed up the numbers, they were in the packet and we are estimating 75 body cameras with a five year life expectancy having a cost of five hundred and eighty thousand. We would recommend that you amortize that over five years and that would cost about a hundred and ten thousand. Then with the public records issues, you are looking at a position all in benefits and all that of about fifty five a year, which is to categorize, file, hold on to, retrieve, delete all the tape that will be

generated, so that will be a full time position that will be an all in cost of a hundred and seventy five thousand a year. This afternoon the chief actually informed him that the DOJ did open up a grant very recently and the deadline to file is July 12th and that body cameras would be funded but its a maximum of about only a hundred and forty thousand dollars and it is a one time grant and its only for eighty agencies. His recommendation as we move into Fiscal Year 2022 to budget for the body cameras. We do that between a mixture, because we are sitting on about six hundred thousand dollars of law enforcement impact fees, so we would use the law enforcement impact fees to cover the debt and use general fund to cover the personnel costs and apply for the grant. We should know by Fiscal Year 2022 if we get the grant and that will **a leave** the fray a hundred and forty thousand of the cost which year one would be a hundred and forty thousand grant and then he would throw the thirty thousand of law enforcement fees so at least year one you could defray that and then look at it for year two. So basically, we are just looking for the nod of your heads to say okay put it in the budget and lets talk about it some more in the workshops.

Commissioner Connell asked if the Villages pay the police impact fee. **CM Minner** replied yes, The Villages does pay police impact fees. **Commissioner Connell** then asked if we generated ballpark figures what that will create. **CM Minner** answered not to hold him to this, its not big, but it is about a hundred an fifty dollars a unit so that would be a hundred and fifty dollars a unit times three thousand. **Mayor Christian** said he went over to the Sheriffs Department, did a day training for some leaders in the community, Lake County and took some simulations and talked about internal affairs and investigations and they talked about some of the issues they are having and the fact that they went to body cameras. He talked to the chief a little bit about it but more so he had some complaints where people would call in and say the Deputy did this and they would say we have body cameras and they can look at the tapes and then the people say never mind. Its not that people are being dishonest against law enforcement but it does protect law enforcement, as well as our citizens, where if something does happen they do not look at us and say are you just going to trust the cop and whatever the cop says, but now we will also have body camera that backups everyone and will prove or disprove anything that is said. Then he hears about the other agencies in Lake County Clermont, Tavares and Mount Dora and we talk about it being a credited agency at the Sheriffs Department and we talk about transparency and he thinks Leesburg should not be the agency that is in the newspaper that says something happened and we had no way to defend ourselves. He thinks we are far behind the body camera issues and he knows there is a lot going on in our nation and our city should have our officers prepared for any issue that they may face and they do a dangerous job. He went through some simulations and he shot everybody he did not give anyone a chance, he did not defuse anybody, so he does not know how anyone can be a police officer in this day and age because it is a thankless job. He takes his hat off to the men and women that wear that uniform, so whatever we can do to protect them and the residents, he thinks the cost is not an issue as it is more important to make sure everybody is safe on a very dangerous job in our city. He fully supports the body cameras if we can get that grant great, we have an impact fee that we charge new residents coming into the city so he thinks we are financially sound, but this is too important in todays law enforcement environment.

Commissioner Pederson said a year ago he was against this as he thought we could spend the money more wisely and he did not think it was needed in Leesburg, but things have changed over the last year and he is fine with it. He thinks it is smart to put it in the Fiscal Year 2022 budget and talk about it.

Commissioner Robuck agrees and the one big concern that remains is the whole idea of how they decide when to turn it on and off and is it automated; that is something staff really needs to research.

Commissioner Burry stated he is in favor of this.

Commissioner Connell said he is also good with this.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



Ordering Documents For:

**Leesburg Police Department
Attn: Major Steve Rockefeller**

Reference:

M500-26-V300-70-CCE-35-Leesburg PD VaaS Proposal

Quote By:

**WatchGuard Video / Motorola Solutions
Michael Costa**

Date: 06/01/2022

Serving Law Enforcement with the Most Compelling, Quality Video Products



FACT SHEET

MOTOROLA SOLUTIONS

Motorola Solutions is a global leader in mission-critical communications. Our technology platforms in communications, command center software, video security & analytics, and managed & support services make cities safer and help communities and businesses thrive.

We have a rich history of firsts, including pioneering mobile communications in the 1930s, making equipment that carried the first words from the moon in 1969 and developing the first commercial handheld cellular phone in 1983.

Today, our global employees are committed to designing and delivering the solutions our customers refer to as their lifeline. At Motorola Solutions, we are ushering in a new era in public safety and security.

TECHNOLOGY PLATFORMS



**MISSION-CRITICAL
COMMUNICATIONS**



**COMMAND CENTER
SOFTWARE**



**VIDEO SECURITY &
ANALYTICS**



**MANAGED &
SUPPORT SERVICES**

AWARDS

The Wall Street Journal Management Top 250,
No. 92, November 2019

WayUp Top 100 Internship Programs, August 2019

Fortune World's Most Admired Companies,
No. 3 in Networks and Other Communications
Equipment, January 2019

Forbes World's Best Employers, October 2018

Dow Jones Sustainability North American Index,
September 2018

CHAIRMAN & CEO

Greg Brown

HEADQUARTERS

500 W. Monroe
Chicago IL USA

MEDIA CONTACT

Brittany Kelly | 224-246-3914
brittnay.kelly@motorolasolutions.com

BY THE NUMBERS

\$7.3 BILLION

in annual sales (2018)

\$637 MILLION

in R&D spending (2018)

\$3.3 BILLION

in acquisitions spending since 2016

17,000+ EMPLOYEES

in 60 countries

100,000+ CUSTOMERS

in over 100 countries

6,900+ PATENTS

granted and pending

13,000 NETWORKS

across the globe



MOTOROLA SOLUTIONS

Motorola Solutions, Inc. 500 West Monroe Street, Chicago, IL 60661 U.S.A. motorolasolutions.com

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 MOTOROLA SOLUTIONS		WatchGuard Video 415 E. Exchange Allen, TX 75002 (P) 800-605-6734 (F) 212-383-9661			
Issued To:	Leesburg Police Department - Attn: Major Steve Rockefeller			Date:	06/01/2022
Project Name:	M500-26-V300-70-CCE-35-Leesburg PD VaaS Proposal			Quote ID:	WMC-0086-06

M500 & V300 System Bundle w/ Unlimited CC Evidence Storage

Includes: V300 BWC & In-Car Accessories

Qty	Item #	Description
(26)	AAS-M5-BWC-5YR PaaS	M500 In-car video system with Integrated V300 Body-worn camera and Command Central Evidence - 5 Year Video-as-a-Service Package @ \$205 per Month <u>Software, Hardware & Refresh:</u> - Video-as-a-Service Bundle includes the cloud-based evidence management system, with unlimited storage and unlimited cloud sharing. 1 User License per bundle. - CommandCentral Evidence, capture, records, redaction and community engagement capabilities included. - V300 Body-worn camera (choice of mount) - Third year technology (Hardware) refresh. - M500 In-Car Video System - M500 with 1TB DVR, 5" touch display, front camera with 4k sensor, infrared cabin camera, - HiFi wireless microphone kit, MikroTik WiFi Kit & Smart Power Switch <u>Subscription, Support & Warranty:</u> 5-year agreement (billed Quarterly or Annually) - No-Fault hardware warranty, Advanced hardware replacement service & 24/7 support
Subtotal Price (Excluding sales tax)		\$319,800.00

V300 Body Worn Camera

Includes: Spare Battery, Desk Charger, & Transfer Station

Qty	Item #	Description
(44)	AAS-BWC-5YR-001 PaaS	Body-worn camera and evidence management software - 5 Year Video-as-a-Service Package @ \$49 per Month <u>Software, Hardware & Refresh:</u> - Video-as-a-Service includes CommandCentral Evidence, the cloud-based evidence management system with unlimited device storage and unlimited cloud sharing. 1 User License per Body Worn Camera. 50 GB of non-device storage included per device, averaged across all devices in the program - CommandCentral Evidence, Records, Redaction, Sharing, Community Engagement capabilities and capture application included. - Body-worn camera (battery + choice of mount included) - Third year technology (Hardware) refresh. <u>Subscription, Support & Warranty:</u> 5-year agreement (billed Quarterly or Annually) - Advanced hardware replacement service & 24/7 support - No-Fault hardware warranty
Subtotal Price (Excluding sales tax)		\$129,360.00
Qty	Item #	Description
(70)	WGP02614	V300, Battery, Removable and Rechargeable, 3.8V, 4180mAh
Subtotal Price (Excluding sales tax)		\$6,930.00
Qty	Item #	Description
(4)	AAS-BWC-XFS-DOC PaaS	Transfer Station (8 Bay) Video-as-a-Service Package @ \$30 per Month 8-Bay Ethernet Transfer Station - Ethernet Cable, Rack mount (optional) & Power Cord
Subtotal Price (Excluding sales tax)		\$7,200.00
Qty	Item #	Description
(70)	AAS-BWC-USB-DOC PaaS	USB Docking Station Video-as-a-Service Package @ \$4 per Month USB Dock for Body-worn camera including USB Cable
Subtotal Price (Excluding sales tax)		\$16,800.00

Leesburg Current 4RE Fleet V300 BWC Integration

Includes: Wifi Dock and Smart POE Switch for 4RE Fleet Integration
Caching Upload Server

Qty	Item #	Description
(35)	IV-ACK-BD-V3---	V300 WiFi In-car Radio Base Bundle, includes Radio Base and Smart PoE Switch. - V300 WiFi In-car Radio Base Bundle - WiFi Charging Radio Base - Smart PoE Switch - Cables and Brackets
Subtotal Price (Excluding sales tax)		\$19,075.00
Qty	Item #	Description
(2)	AAS-UPL-SVR-001 PaaS	Upload Server - Video-as-a-Service Package @ \$100 per Month - Upload Server - Fast video offload, 8 TB of storage, 5 Year Warranty
Subtotal Price (Excluding sales tax)		\$12,000.00

Leesburg Current 4RE Fleet CC Evidence Cloud Migration Licenses

Includes: 5 Years of CC Evidence Cloud Service for In-Car Fleet

Qty	Item #	Description
(35)	AAS-CCD-USR-5YR PaaS	Additional CommandCentral digital evidence user license - 5 Year License @ \$39 per Month - Additional license for CommandCentral cloud-based evidence management system. - Unlimited storage and unlimited cloud sharing. - User licenses on a named-user basis. - Select CommandCentral evidence capture, records, and community engagement capabilities included.
Subtotal Price (Excluding sales tax)		\$75,600.00

Technical Field Services

Includes: System Configuration and Training

Qty	Item #	Description
(1)	WGW00122-400	Managed Software Installation Service; On-Site Assist Install, Training, Configuration, Project Management, Consultation
Subtotal Price (Excluding sales tax)		\$5,000.00
Qty	Item #	Description
(1)	SSV00S01450B	Learner Subscription Learning Services
Subtotal Price (Excluding sales tax)		\$0.00

**Purchase as a Service (PaaS)
Financial Profile**

Total Price:	\$560,760.00
Contract Term:	5 Years
Monthly Payments:	\$9,346.00
Annual Invoice:	\$112,152.00

Quote Notes:

1. This Quote is valid for 90 days from the Quote Date. Pricing may change thereafter.
2. Any sales transaction resulting from this Quote is based on and subject to the applicable Motorola's Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents.
3. Motorola's Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.
4. Payment Terms: Equipment-Net 30 days upon shipment; Installation-Net 30 days upon completion; Services and Subscription Agreements-Net 30 days from receipt of Order.
5. The pricing in this Quote does not include any applicable taxes (e.g. sales/use tax).
6. UNLESS OTHERWISE NOTED IN THIS QUOTE / ORDER, INSTALLATION OF EQUIPMENT IS NOT INCLUDED

Quoted by: Michael Costa - Regional Sales Manager - 954-605-7872 - michael.n.costa@motorolasolutions.com

Total Price	\$591,765.00
Deferred	\$560,760.00 (5 Payments of \$112,152.00)
Direct Purchase Items	\$31,005.00
Due Now	\$143,157.00
Annual Invoice (Excluding sales tax)	\$112,152.00

Leesburg Police Department 5 Year Payment Schedule

Payment Year Q4 2022	\$143,157.00
Payment Year Q4 2023	\$112,152.00
Payment Year Q4 2024	\$112,152.00
Payment Year Q4 2025	\$112,152.00
Payment Year Q4 2026	\$112,152.00

Total Amount:	\$591,765.00
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Master Customer Agreement

This Master Customer Agreement (the “**MCA**”) is entered into between WatchGuard Video, Inc., with offices at 415 E. Exchange Parkway, Allen, TX 75002 (“**WatchGuard**”) and the entity set forth in the signature block below (“**Customer**”). WatchGuard and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement (as defined below) is effective as of the date of the last signature (the “**Effective Date**”).

1. Agreement.

1.1. Scope; Agreement Documents. This MCA governs Customer’s purchase of Products (as defined below) and Services (as defined below) from WatchGuard. Additional terms and conditions applicable to specific Products and Services are set forth in one or more addenda attached to this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). In addition, the Parties may agree upon solution descriptions, equipment lists, statements of work, schedules, technical specifications, and other ordering documents setting forth the Products and Services to be purchased by Customer and provided by WatchGuard and additional rights and obligations of the Parties (the “**Ordering Documents**”). To the extent required by applicable procurement law, a proposal submitted by WatchGuard in response to a competitive procurement process will be included within the meaning of the term Ordering Documents. This MCA, the Addenda, and any Ordering Documents collectively form the Parties’ “**Agreement**”.

1.2. Order of Precedence. Each Addendum will control with respect to conflicting terms in the MCA, but only as applicable to the Products and Services described in such Addendum. Each Ordering Document will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described on such Ordering Document.

2. Products and Services.

2.1. Products. WatchGuard will (a) sell hardware provided by WatchGuard (“**Equipment**”), (b) license software which is either preinstalled on Equipment or installed on Customer-Provided Equipment (as defined below) and licensed to Customer by WatchGuard for a perpetual or other defined license term (“**Licensed Software**”), and (c) license cloud-based software as a service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by WatchGuard on a subscription basis (“**Subscription Software**”) to Customer, to the extent each is set forth in an Ordering Document, for Customer’s own use in accordance with this Agreement. The Equipment, Licensed Software, and Subscription Software shall collectively be referred to herein as “**Products**”, or individually as a “**Product**”. At any time during the Term (as defined below), WatchGuard may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in the applicable Ordering Documents. WatchGuard shall provide prior notice of the substitution to Customer and shall obtain Customer’s prior consent to the proposed substitution; which consent shall not be unreasonably withheld.

2.2. Services.

2.2.1. WatchGuard will provide services related to purchased Products (“**Services**”), to the extent set forth in an Ordering Document.

2.2.2. Integration Services; Maintenance and Support Services. If specified in an Ordering Document, WatchGuard will provide, for the term of such Ordering Document, (a) design, deployment, and integration Services in order to design, install, set up, configure, and/or integrate the applicable Products at the

applicable locations (“**Sites**”), agreed upon by the Parties (“**Integration Services**”), or (b) break/fix maintenance, technical support, or other Services (such as software integration Services) (“**Maintenance and Support Services**”), each as further described in the applicable statement of work. Maintenance and Support Services and Integration Services will each be considered “Services”, as defined above.

2.2.3. Service Ordering Documents. The Fees for Services will be set forth in an Ordering Document and any applicable project schedules. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, the Agreement.

2.2.4. Service Completion. Unless otherwise specified in the applicable Ordering Document, Services described in an Ordering Document will be deemed complete upon WatchGuard’s performance of all Services listed in such Ordering Document (“**Service Completion Date**”); provided, however, that Maintenance and Support Services may be offered on an ongoing basis during a given Ordering Document term, in which case such Maintenance and Support Services will conclude upon the expiration or termination of such Ordering Document.

2.3. Non-Preclusion. If, in connection with the Products and Services provided under this Agreement, WatchGuard makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes WatchGuard from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

2.4. Customer Obligations. Customer will ensure that information Customer provides to WatchGuard in connection with receipt of Products and Services are accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for WatchGuard to provide the Products and Services and perform its other duties under this Agreement. Unless the applicable Ordering Document states otherwise, WatchGuard may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or Customer information, decisions, or approvals described in this Section. If any assumptions in the Ordering Documents or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, WatchGuard’s ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

2.5. Documentation. Products and Services may be delivered with documentation for the Equipment, software Products, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information (collectively, “**Documentation**”). Documentation is and will be owned by WatchGuard, and unless otherwise expressly agreed in an Addendum or Ordering Document that certain Documentation will be owned by Customer. WatchGuard hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.

2.6. WatchGuard Tools and Equipment. As part of delivering the Products and Services, WatchGuard may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of WatchGuard unless they are to be purchased by Customer as Products and are explicitly listed on an Ordering Document. The tools and equipment may be held by Customer for WatchGuard's use without charge and may be removed from Customer's premises by WatchGuard at any time without restriction. Customer will safeguard all tools and equipment while in Customer's custody or control, and be liable for any loss or damage unless the loss or damage results from defects or malfunctions of such tools, equipment, or other materials. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to WatchGuard all tools and equipment in its possession or control.

2.7. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services. "**Authorized Users**" are Customer's employees, full-time contractors engaged for the purpose of supporting the Products and Services that are not competitors of WatchGuard, and the entities (if any) specified in an Ordering Document or otherwise approved by WatchGuard in writing (email from an authorized WatchGuard signatory accepted), which may include affiliates or other Customer agencies.

2.8. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations (a "**Prohibited Jurisdiction**"), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

2.9. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or an Ordering Document by submitting a change order to the other Party (each, a "**Change Order**"). If a requested change in a Change Order causes an increase or decrease in the Products or Services, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

3. Term and Termination.

3.1. Term. The term of this MCA ("**Term**") will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of services under the last Ordering Document in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein. The applicable Addendum or Ordering Document will set forth the term for the Products and Services governed thereby.

3.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Ordering Document if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Ordering Document may be separately terminable as set forth therein. Customer may terminate this Agreement or any applicable Addendum or Ordering Document for convenience upon providing thirty (30) days' written notice to WatchGuard and furnishing payment for all outstanding charges owed through the effective date of the termination.

3.3. Suspension of Services. WatchGuard may terminate or suspend any Products or Services under an Ordering Document if WatchGuard determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by WatchGuard; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays WatchGuard's ability to perform.

3.4. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or an Ordering Document, and subject to compliance with any applicable public records laws, Customer and the Authorized Users will return or destroy (at WatchGuard's option) all WatchGuard Materials and WatchGuard Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If, after receiving notice of default, Customer fails to timely cure a default or timely present a cure plan and owes any outstanding payment obligations under this Agreement, WatchGuard may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay WatchGuard for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by WatchGuard and Customer's termination of this Agreement.

4. Payment and Invoicing.

4.1. Fees. Fees and charges applicable to the Products and Services (the "**Fees**") will be as set forth in the applicable Addendum or Ordering Document, and such Fees may be changed by WatchGuard at any time, except that WatchGuard will not change the Fees for Products and Services purchased by Customer during the term of an active Ordering Document or during a Subscription Term (as defined and further described in the applicable Addendum). WatchGuard will provide Customer with reasonable notice of changes to fees and charges for Products and Services. Changes in the scope of Services described in an Ordering Document may require an adjustment to the Fees due under such Ordering Document. If a specific invoicing or payment schedule is set forth in the applicable Addendum or Ordering Document, such schedule will apply solely with respect to such Addendum or Ordering Document. Unless otherwise specified in the applicable Ordering Document, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse WatchGuard for these or other expenses incurred by WatchGuard in connection with the Services.

4.2. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in an Ordering Document. If WatchGuard is required to pay any Taxes, Customer will reimburse WatchGuard for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and WatchGuard will be solely responsible for reporting taxes on its income and net worth.

4.3. Invoicing. WatchGuard will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. Customer reserves the right to withhold payment to WatchGuard if Customer determines that the quantity or quality of the Products and/or Services is unacceptable. Customer shall provide written notice to WatchGuard within 10 business days of Customer's decision not to pay and the reasons for non-payment. Invoices shall be made in writing and delivered or mailed to Customer as follows: Two copies of each invoice must be sent to the attention of:

City of Leesburg
Finance Department
501 W. Meadow St.
Leesburg, FL 34748

Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. WatchGuard may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.

5. Sites; Customer-Provided Equipment; Non-WatchGuard Content.

5.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for WatchGuard to perform its obligations hereunder, and for facilitating WatchGuard's access to the Sites. No waivers of liability will be imposed on WatchGuard or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

5.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

5.3. Site Issues. WatchGuard will have the right at any time to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 5 – Sites; Customer-Provided Equipment; Non-WatchGuard Content**. If WatchGuard or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in an Ordering Document is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Ordering Document which changes will be communicated to Customer.

5.4. Customer-Provided Equipment. Certain components, including equipment and software, not provided by WatchGuard may be required for use of the Products and Services

(“**Customer-Provided Equipment**”). Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit WatchGuard to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not WatchGuard) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify WatchGuard of any Customer-Provided Equipment damage, loss, change, or theft that may impact WatchGuard’s ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document which changes will be communicated to Customer.

5.5. Non-WatchGuard Content. In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, content, and data that is not provided by WatchGuard (collectively, “**Non-WatchGuard Content**”) with or through the Products and Services. If Customer accesses, uses, or integrates any Non-WatchGuard Content with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer’s and its Authorized Users’ use of the Non-WatchGuard Content in connection with the Products and Services. Customer will also obtain the necessary rights for WatchGuard to use such Non-WatchGuard Content in connection with providing the Products and Services, including the right for WatchGuard to access, store, and process such Non-WatchGuard Content (e.g., in connection with Subscription Software), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-WatchGuard Content with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-WatchGuard Content. If any Non-WatchGuard Content require access to Customer Data, Customer hereby authorizes WatchGuard to allow the provider of such Non-WatchGuard Content to access Customer Data, in connection with the interoperation of such Non-WatchGuard Content with the Products and Services. Customer acknowledges and agrees that WatchGuard is not responsible for, and makes no representations or warranties with respect to, the Non-WatchGuard Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-WatchGuard Content or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-WatchGuard Content must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. WatchGuard will have the right to disable or remove Non-WatchGuard Content if WatchGuard believes a violation of law, third-party rights, or WatchGuard’s policies is likely to occur, or if such Non-WatchGuard Content poses or may pose a security or other risk or adverse impact to the Products or Services, WatchGuard, WatchGuard’s systems, or any third party (including other WatchGuard customers). Nothing in this Section will limit the exclusions set forth in **Section 7.2 – Intellectual Property Infringement.**

6. Representations and Warranties.

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

6.2. WatchGuard Warranties. Subject to the disclaimers and exclusions below, WatchGuard represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Ordering Document; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not

warranted but rather will be subject to the requirements of the applicable Addendum or Ordering Document. WatchGuard provides other express warranties for WatchGuard-manufactured Equipment, WatchGuard-owned software Products, and certain Services. Such express warranties are included in the applicable Addendum or Ordering Document. Such representations and warranties will apply only to the applicable Product or Service that is the subject of such Addendum or Ordering Document.

6.3. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify WatchGuard in writing of the claim prior to the expiration of any warranty period set forth in this MCA or the applicable Addendum or Ordering Document. Unless a different remedy is otherwise expressly set forth for a particular warranty under an Addendum, upon receipt of such claim, WatchGuard will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for WatchGuard's breach of a warranty. WatchGuard's warranties are extended by WatchGuard to Customer only, and are not assignable or transferrable.

6.4. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, WatchGuard will have no liability for third-party software or hardware provided by WatchGuard; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, WatchGuard will pass through express warranties provided by such third parties.

6.5. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND WATCHGUARD DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. WATCHGUARD DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

7. Indemnification.

7.1. General Indemnity. WatchGuard will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any breach of this Agreement by WatchGuard and from any actual third-party claim, demand, action, or proceeding ("**Claim**") for personal injury, death, or direct damage to tangible property to the extent caused by WatchGuard's negligence, gross negligence or willful misconduct while performing its duties under an Ordering Document or an Addendum, except to the extent the claim arises from Customer's negligence or willful misconduct. WatchGuard's duties under this **Section 7.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying WatchGuard in writing of the Claim; (b) WatchGuard having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with WatchGuard and, if requested by WatchGuard, providing reasonable assistance in the defense of the Claim.

7.2. Intellectual Property Infringement. WatchGuard will defend Customer against any third-party claim alleging that a WatchGuard-developed or manufactured Product or Service (the "**Infringing Product**") directly infringes a United States patent or copyright ("**Infringement Claim**"), and WatchGuard will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by WatchGuard in settlement of an Infringement Claim. WatchGuard's duties under this **Section 7.2 – Intellectual**

Property Infringement are conditioned upon: (a) Customer promptly notifying WatchGuard in writing of the Infringement Claim; (b) WatchGuard having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with WatchGuard and, if requested by WatchGuard, providing reasonable assistance in the defense of the Infringement Claim.

- 7.2.1. If an Infringement Claim occurs, or in WatchGuard's opinion is likely to occur, WatchGuard may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).
- 7.2.2. In addition to the other damages disclaimed under this Agreement, WatchGuard will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-WatchGuard Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by WatchGuard; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than WatchGuard; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will WatchGuard's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by WatchGuard from Customer from sales or license of the Infringing Product.
- 7.2.3. This **Section 7.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and WatchGuard's entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in **Section 8 – Limitation of Liability** below.

7.3. Customer Indemnity. Customer will defend, indemnify, and hold WatchGuard and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-WatchGuard Content, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products and Services) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement, (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to WatchGuard by Customer in connection with the Products or Services; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by WatchGuard's use of Customer-Provided Equipment, Customer Data, or Non-WatchGuard Content in violation of the Agreement. WatchGuard will give Customer prompt, written notice of

any claim subject to the foregoing indemnity. WatchGuard will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

7.4 Nothing contained in this Agreement or any agreement between the Parties, or in any instruments executed pursuant to the terms of such agreement or agreements, shall be construed or interpreted as a waiver by Customer of any right, privilege or immunity, whether in contract or tort, that Customer may enjoy under the constitution and laws of the State of Florida, including the limitations of liability set forth in Section 768.28, Florida Statutes, as it now or may hereafter exist. Florida law shall be applied to the interpretation and enforcement of contracts between the Parties. Nothing in the agreement or agreements between the Parties shall require Customer to indemnify WatchGuard for WatchGuard's negligence.

8. Limitation of Liability.

8.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, WATCHGUARD, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "**WATCHGUARD PARTIES**") WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER WATCHGUARD'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF WATCHGUARD HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

8.2. DIRECT DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE WATCHGUARD PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES SET FORTH IN THE ORDERING DOCUMENT UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SOFTWARE OR FOR ANY RECURRING SERVICES, THE WATCHGUARD PARTIES' TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR RECURRING SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR SUCH SUBSCRIPTION SOFTWARE OR RECURRING SERVICE, AS APPLICABLE, DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE.

8.3. ADDITIONAL EXCLUSIONS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, WATCHGUARD WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO WATCHGUARD, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-WATCHGUARD CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN WATCHGUARD; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.

8.4. Voluntary Remedies. WatchGuard is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in **Section 8.3 – Additional Exclusions** above, but if WatchGuard agrees to provide Services to help resolve such issues, Customer will

reimburse WatchGuard for its reasonable time and expenses, including by paying WatchGuard any Fees set forth in an Ordering Document for such Services, if applicable.

9. Confidentiality.

9.1. Confidential Information. “**Confidential Information**” means any and all non-public information provided by one Party (“**Discloser**”) to the other (“**Recipient**”) that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable businessperson would consider non-public and confidential by its nature. With respect to WatchGuard, Confidential Information will also include Products and Services, and Documentation, as well as any other information relating to the Products and Services. The nature and existence of this Agreement are considered Confidential Information of the Parties. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by Discloser by submitting a written document to Recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

9.2. Obligations of Confidentiality. During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 9 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

9.3. Exceptions. Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly available at the time of disclosure or becomes available to the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality to Discloser; (c) is otherwise lawfully known to Recipient prior to such disclosure without a duty of confidentiality to Discloser; or (d) is independently developed by Recipient without the use of, or reference to, any of Discloser’s Confidential Information or any breach of this Agreement. Additionally, Recipient may disclose Confidential Information to the extent required by law, including a judicial or legislative order or proceeding and state public records laws. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of Customer are public records available for inspection by any person even if the file or paper resides in WatchGuard’s office or facility. WatchGuard shall maintain the files and papers for not less than three (3) complete calendar years after this Agreement has been completed or terminated, or in accordance with any grant requirements, whichever is longer. WatchGuard shall appoint a records custodian to handle any records request and provide the custodian’s name and telephone number(s) to Customer. During the term of the Agreement, WatchGuard shall comply with the Florida Public Records Law, to the extent such law is applicable to WatchGuard. If Section 119.0701 of the Florida Statutes is applicable, WatchGuard shall do the following: (1) keep and maintain public records required by Customer in order to perform this service; (2) upon request from Customer’s custodian of public

records, provide Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if WatchGuard does not transfer the records to the public agency; (4) upon completion of the Agreement, transfer, at no cost to Customer, all public records in possession of WatchGuard or keep and maintain public records required by Customer to perform the service. If WatchGuard transfers all public records to Customer upon completion of the Agreement, WatchGuard shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If WatchGuard keeps and maintains public records upon completion of the Agreement, WatchGuard shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Customer upon request from Customer's custodian of public records, in a format that is compatible with the information technology systems of Customer.

IF WATCHGUARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO WATCHGUARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK AT (352) 728- 9786 x 1150; ANDI.PURVIS@LEESBURGFLORIDA.GOV; CITY HALL, 501 MEADOW STREET, Leesburg, FL 34748.

WatchGuard shall keep and make available to Customer for inspection and copying, upon written request by Customer, all records in WatchGuard's possession relating to the Agreement. Any document submitted to Customer may be a public record and is open for inspection or copying by any person or entity unless considered confidential and exempt. Public records are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by an agency. Any document in WatchGuard's possession is subject to inspection and copying unless exempted under Chapter 119 of the Florida Statutes.

If WatchGuard fails to comply with the Public Records Law, WatchGuard shall be deemed to have breached a material provision of this Agreement.

9.4 Ownership of Confidential Information. All Confidential Information is and will remain the property of Discloser and will not be copied or reproduced without the express written permission of Discloser (including as permitted herein). Within ten (10) days of receipt of Discloser's written request, Recipient will return or destroy all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy of the Confidential Information for use only in case of a dispute concerning this Agreement and (b) Confidential Information that has been automatically stored in accordance with Recipient's standard backup or recordkeeping procedures, provided, however that Recipient will remain subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

10. Proprietary Rights; Data; Feedback.

10.1. Data Definitions. The following terms will have the stated meanings: "**Customer Contact Data**" means data WatchGuard collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes; "**Service Use Data**" means data generated by Customer's use of the Products and Services or by WatchGuard's support of the Products and Services, including personal information, location, monitoring and recording activity, product performance and error

information, activity logs and date and time of use; **“Customer Data”** means data, information, and content, including images, text, videos, documents, audio, telemetry and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or WatchGuard Data; **“Third-Party Data”** means information obtained by WatchGuard from publicly available sources or its third party content providers and made available to Customer through the Products or Services; **“WatchGuard Data”** means data owned or licensed by WatchGuard; **“Feedback”** means comments or information, in oral or written form, given to WatchGuard by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services; and **“Process”** or **“Processing”** means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

10.2. WatchGuard Materials. Customer acknowledges that WatchGuard may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which WatchGuard has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by WatchGuard or another party) (collectively, **“WatchGuard Materials”**). The Products and Services, WatchGuard Data, Third-Party Data, and Documentation, are considered WatchGuard Materials. Except when WatchGuard has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the WatchGuard Materials are the property of WatchGuard or its licensors, and WatchGuard or its licensors retain all right, title and interest in and to the WatchGuard Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any WatchGuard Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by WatchGuard to effectuate the foregoing. WatchGuard and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other WatchGuard Materials, or permit any third party to do so.

10.3. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. WatchGuard acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in **Section 10.4 – Processing Customer Data** below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and WatchGuard is the processor, and may engage sub-processors pursuant to **Section 10.4.3 – Sub-processors**.

10.4. Processing Customer Data.

10.4.1. WatchGuard Use of Customer Data. To the extent permitted by law, Customer grants WatchGuard and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create

derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by WatchGuard) to (a) perform Services and provide Products under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve WatchGuard Products and Services, and (c) create new products and services. Customer agrees that this Agreement, along with the Documentation, are Customer's complete and final documented instructions to WatchGuard for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to WatchGuard that Customer's instructions, including appointment of WatchGuard as a processor or sub-processor, have been authorized by the relevant controller.

10.4.2. Collection, Creation, Use of Customer Data. Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with WatchGuard's Products and Services), and WatchGuard's use of such Customer Data in accordance with the Agreement, will not violate any laws or applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). Customer also represents and warrants that the Customer Data will be accurate and complete, and that Customer has obtained all required consents, provided all necessary notices, and met any other applicable legal requirements with respect to collection and use (including WatchGuard's and its subcontractors' use) of the Customer Data as described in the Agreement.

10.4.3. Sub-processors. Customer agrees that WatchGuard may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this Agreement. When engaging sub-processors, WatchGuard will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.

10.5. Data Retention and Deletion. Except for anonymized Customer Data, as described above, or as otherwise provided under the Agreement, including but not limited to public records retention requirements as applicable, WatchGuard will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Ordering Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to WatchGuard in writing before expiration or termination, subject to **Section 13.9 – Notices**. WatchGuard will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from WatchGuard through a mutually executed Ordering Document.

10.6. Service Use Data. Customer understands and agrees that WatchGuard may collect and use Service Use Data for its own purposes, including the uses described below. WatchGuard may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of WatchGuard's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to WatchGuard that it has complied and will continue to comply with this Section.

10.7. Third-Party Data and WatchGuard Data. WatchGuard Data and Third-Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use WatchGuard Data and Third-Party Data as permitted by WatchGuard and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the WatchGuard Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to WatchGuard Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this MCA. Further, WatchGuard or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to WatchGuard Data or Third-Party Data if WatchGuard or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or WatchGuard's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any WatchGuard Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to WatchGuard. Notwithstanding any provision of the Agreement to the contrary, WatchGuard will have no liability for Third-Party Data or WatchGuard Data available through the Products and Services. WatchGuard and its Third-Party Data providers reserve all rights in and to WatchGuard Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

10.8. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for WatchGuard, even if designated as confidential by Customer. WatchGuard may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant WatchGuard the foregoing rights.

10.9. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this MCA or the Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of WatchGuard that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of WatchGuard and all right, title and interest in and to such fixes, modifications or improvements will vest solely in WatchGuard. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to WatchGuard.

11. Force Majeure; Delays Caused by Customer.

11.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

11.2. Delays Caused by Customer. WatchGuard's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by

failure of any assumptions set forth in this Agreement (including in any Addendum or Ordering Document). In the event of a delay under this **Section 11.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate WatchGuard for its out-of-pocket costs incurred due to the delay (including those incurred by WatchGuard’s affiliates, vendors, and subcontractors).

12. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a “**Dispute**”):

12.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Florida. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

12.2. Negotiation; Mediation. Either Party may initiate dispute resolution procedures by sending a notice of Dispute (“**Notice of Dispute**”) to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute (and who are at a higher level of management than the persons with direct responsibility for the matter). If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a notice of mediation (“**Notice of Mediation**”) to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. All in person meetings under this **Section 12.2 – Negotiation; Mediation** will take place in Lake County, Florida, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to WatchGuard’s intellectual property rights will not be subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with **Section 12.3 – Litigation, Venue, Jurisdiction** below.

12.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court of competent jurisdiction in Lake County, Florida. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

13. General.

13.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users’ use of the Products and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users’ use of the Products and Services. WatchGuard may, at its discretion, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Ordering Document), in order to comply with any changes in applicable law.

13.2. Audit; Monitoring. WatchGuard will have the right to monitor and audit use of the Products, which may also include access by WatchGuard to Customer Data and Service Use

Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with WatchGuard in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this Agreement to verify compliance with this Agreement. WatchGuard or a third party ("**Auditor**") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. WatchGuard will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs.

13.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. WatchGuard may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

13.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

13.5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

13.6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

13.7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

13.8. Interpretation. The section headings in this Agreement are included only for convenience. The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

13.9. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

13.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies

provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

13.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: **Section 2.4 – Customer Obligations; Section 3.4 – Effect of Termination or Expiration; Section 4 – Payment and Invoicing; Section 6.5 – Warranty Disclaimer; Section 7.3 – Customer Indemnity; Section 8 – Limitation of Liability; Section 9 – Confidentiality; Section 10 – Proprietary Rights; Data; Feedback; Section 11 – Force Majeure; Delays Caused by Customer; Section 12 – Disputes; and Section 13 – General.**

13.12. Entire Agreement. This Agreement, including all Addenda and Ordering Documents, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA, together with the attached (i) Equipment Purchase and Software License Addendum, (ii) Subscription Service Addendum, and (iii) Video-as-a-Service Addendum, as of the Effective Date.

WatchGuard Video, Inc.

Customer: City of Leesburg, Florida

By:  Digitally signed by Daniel Sanchez
Date: 2022.06.14 21:43:57 -04'00'

By: _____

Name: Daniel Sanchez

Name: Mike Pederson

Title: Territory Vice President

Title: Mayor

Date: 6/14/2022

Date: June 27, 2022

Attest:

J. Andi Purvis, City Clerk

Approved as to form:

William Watson, City Attorney

Equipment Purchase and Software License Addendum

This Equipment Purchase and Software License Addendum (this “**EPSLA**”) is entered into between WatchGuard Video, Inc., with offices at 415 E. Exchange Parkway, Allen, TX 75002 (“**WatchGuard**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties (the “**MCA**”). Capitalized terms used in this EPSLA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This EPSLA governs Customer’s purchase of Equipment and license of Licensed Software (and, if set forth in an Ordering Document, related Services) from WatchGuard, and will form part of the Parties’ Agreement.

2. Delivery of Equipment and Licensed Software.

2.1. Delivery and Risk of Loss. WatchGuard will provide to Customer the Products (and, if applicable, related Services) set forth in an Ordering Document, in accordance with the terms of the Agreement. WatchGuard will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in the applicable Ordering Document or otherwise provided by Customer in writing, using a carrier selected by WatchGuard. Notwithstanding the foregoing, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by WatchGuard in accordance with Ex Works, WatchGuard’s premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes. Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by WatchGuard, and (b) the date WatchGuard otherwise makes the Software available for download by Customer. If agreed upon in an Ordering Document, WatchGuard will also provide Services related to such Products.

2.2. Delays. Any shipping dates set forth in an Ordering Document are approximate, and while WatchGuard will make reasonable efforts to ship Products by any such estimated shipping date, WatchGuard will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and reasonable delays will not constitute grounds for cancellation, penalties, termination, or a refund.

2.3. Beta Services. If WatchGuard makes any beta version of a software application (“**Beta Service**”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer’s evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered “as-is” and without any representations or warranties or other commitments or protections from WatchGuard. WatchGuard will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and WatchGuard may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. Licensed Software License and Restrictions.

3.1. Licensed Software License. Subject to Customer’s and its Authorized Users’ compliance with the Agreement (including payment terms), WatchGuard hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Licensed Software identified in an Ordering Document, in object code form only, and the

associated Documentation, solely in connection with the Equipment provided by WatchGuard or authorized Customer-Provided Equipment (as applicable, the “**Designated Products**”) and solely for Customer’s internal business purposes. Unless otherwise stated in an Addendum or the Ordering Document, the foregoing license grant will be limited to the number of licenses set forth in the applicable Ordering Document and will continue for the life of the applicable Designated Product. Except as otherwise permitted in an applicable Addendum or Ordering Document, Customer may install, access, and use Licensed Software only in Customer’s owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Licensed Software remotely from any location.

3.2. Subscription License Model. If the Parties mutually agree that any Licensed Software purchased under this EPSLA will be replaced with or upgraded to Subscription Software, then upon such time which the Parties execute the applicable Ordering Document, the licenses granted under this EPSLA will automatically terminate, and such Subscription Software will be governed by the terms of the applicable Addendum under this Agreement.

3.3. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Licensed Software is governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products and Services. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software.

3.4. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation in connection with their use of the Products. Customer will not and will not allow others, including the Authorized Users, to: (a) make the Licensed Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; (b) reverse engineer, disassemble, or reprogram the Licensed Software or any portion thereof to a human-readable form; (c) modify, create derivative works of, or merge the Licensed Software with other software or equipment; (d) copy, reproduce, distribute, lend, lease, or transfer the Licensed Software or Documentation for or to any third party without the prior express written permission of WatchGuard; (e) take any action that would cause the Licensed Software or Documentation to be placed in the public domain; (f) use the Licensed Software to compete with WatchGuard; or (g) remove, alter, or obscure, any copyright or other notice.

3.5. Copies. Customer may make one (1) copy of the Licensed Software solely for archival, back-up, or disaster recovery purposes during the term of the applicable Licensed Software license. Customer may make as many copies of the Documentation reasonably required for the internal use of the Licensed Software during such Licensed Software’s license term. Unless otherwise authorized by WatchGuard in writing, Customer will not, and will not enable or allow any third party to: (a) install a licensed copy of the Licensed Software on more than one (1) unit of a Designated Product; or (b) copy onto or transfer Licensed Software installed in a unit of a Designated Product onto another device. Customer may temporarily transfer Licensed Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Customer provides written notice to WatchGuard of the temporary transfer and identifies the device on which the Licensed Software is transferred. Temporary transfer of the Licensed Software to another device must be discontinued when the original Designated Product is returned to operation and the Licensed Software must be removed from the other device. Customer must provide prompt written notice to WatchGuard at the time temporary transfer is discontinued.

3.6. Resale of Equipment. Equipment contains embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from WatchGuard and obtain written acceptance of the applicable Licensed

Software license terms, including the obligation to pay relevant license fees, from such third party.

4. Term.

4.1. Term. The term of this EPSLA (the “**EPSLA Term**”) will commence upon either (a) the Effective Date of the MCA, if this EPSLA is attached to the MCA as of such Effective Date, or (b) the EPSLA Date set forth on the signature page below, if this EPSLA is executed after the MCA Effective Date, and will continue until the later of (i) three (3) years after the first order for Products is placed via an Ordering Document, or (ii) the expiration of all applicable warranty periods (as set forth in **Section 6.1 – WatchGuard Warranties** below) under this EPSLA, unless this EPSLA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.2. Termination. Notwithstanding the termination provisions of the MCA, WatchGuard may terminate this EPSLA (and any Ordering Documents hereunder) immediately upon notice to Customer if Customer breaches **Section 3 – Licensed Software License and Restrictions** of this EPSLA, or any other provision related to Licensed Software license scope or restrictions set forth in an Ordering Document, EULA, or other applicable Addendum. For clarity, upon termination or expiration of the EPSLA Term, all WatchGuard obligations under this EPSLA (including with respect to Equipment and Licensed Software delivered hereunder) will terminate. If Customer desires to purchase additional Services in connection with such Equipment or Licensed Software, Customer may enter into a separate Addendum with WatchGuard, governing such Services. Customer acknowledges that WatchGuard made a considerable investment of resources in the development, marketing, and distribution of the Licensed Software and Documentation, and that Customer’s breach of the Agreement will result in irreparable harm to WatchGuard for which monetary damages would be inadequate. If Licensee breaches this Agreement, in addition to termination, WatchGuard will be entitled to all available remedies at law or in equity, including immediate injunctive relief and repossession of all non-embedded Licensed Software and associated Documentation.

4.3. Equipment as a Service. In the event that Customer purchases any Equipment at a price below the MSRP for such Equipment in connection Customer entering into a fixed- or minimum required-term agreement for Subscription Software, and Customer or WatchGuard terminates the Agreement, this EPSLA, or other applicable Addendum (such as the Addendum governing the purchase of such Subscription Software) prior to the expiration of such fixed- or minimum required-term, then WatchGuard will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the MSRP for the Equipment or such other amount set forth in the applicable Addendum or Ordering Document. This Section will not limit any other remedies WatchGuard may have with respect to an early termination.

5. Payment. Customer will pay invoices for the Products and Services provided under this EPSLA in accordance with the invoice payment terms set forth in the MCA. Generally, invoices are issued after shipment of Equipment or upon WatchGuard’s delivery of Licensed Software (in accordance with **Section 2.1 – Delivery and Risk of Loss**), as applicable, but if a specific invoicing or payment schedule is set forth in the applicable Ordering Document, EULA or other Addendum, such schedule will control with respect to the applicable Products and Services referenced therein. WatchGuard will have the right to suspend future deliveries of Products and Services if Customer fails to make any payments when due.

6. Representations and Warranties; Liability.

6.1. WatchGuard Warranties. Subject to the disclaimers and exclusions set forth in the MCA and this EPSLA, (a) for a period of one (1) year commencing upon the delivery of WatchGuard-

manufactured Equipment under **Section 2.1 – Delivery and Risk of Loss**, WatchGuard represents and warrants that such WatchGuard-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; (b) to the extent permitted by the providers of third-party software or hardware included in the Products and Services, WatchGuard will pass through to Customer any warranties provided by such third parties, which warranties will apply for the period defined by the applicable third party; and (c) for a period of ninety (90) days commencing upon the delivery of WatchGuard-owned Licensed Software under **Section 2.1 – Delivery and Risk of Loss**, WatchGuard represents and warrants that such Licensed Software, when used in accordance with the Documentation and the Agreement, will be free from reproducible defects that prevent operation of features critical to the primary functionality or successful operation of the WatchGuard-developed Licensed Software (as determined by WatchGuard). The warranty set forth in subsection (c) will be referred to as the “**WatchGuard Licensed Software Warranty**”. In addition to remedies and warranties set forth in the MCA, under the WatchGuard Licensed Software Warranty, WatchGuard will use commercially reasonable efforts to remedy the material defect in the applicable Licensed Software; provided, however, that if WatchGuard does not remedy such material defect within a reasonable time, then at WatchGuard’s sole option, WatchGuard will either replace the defective Software with functionally-equivalent software, provide substitute software to Customer, or terminate the applicable software license and refund any paid license fees to Customer on a pro-rata basis. For clarity, the WatchGuard Licensed Software Warranty applies only to the most current version of the Licensed Software issued by WatchGuard, and issuance of updated versions of any Licensed Software does not result in a renewal or extension of the WatchGuard Licensed Software Warranty beyond the ninety (90) day warranty period.

6.2. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, WATCHGUARD WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM CUSTOMER’S ACCIDENT, LIQUIDS, OR CUSTOMER’S NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN WATCHGUARD; (C) CUSTOMER’S OR ANY AUTHORIZED USER’S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

6.3. Voluntary Remedies. WatchGuard is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.2 – Additional Exclusions** above, but if WatchGuard agrees to provide Services to help resolve such issues, Customer will reimburse WatchGuard for its reasonable time and expenses, including by paying WatchGuard any Fees set forth in an Ordering Document for such Services, if applicable.

7. Copyright Notices. The existence of a copyright notice on any Licensed Software will not be construed as an admission or presumption of publication of the Licensed Software or public disclosure of any trade secrets associated with the Licensed Software.

8. Survival. The following provisions will survive the expiration or termination of this EPSLA for any reason: **Section 3 – Licensed Software License and Restrictions; Section 4 – Term; Section 5 – Payment; Section 6.2 – Additional Exclusions; Section 8 – Survival.**

Subscription Software Addendum

This Subscription Software Addendum (this “**SSA**”) is entered into between WatchGuard Video, Inc., with offices at 415 E. Exchange Parkway, Allen, TX 75002 (“**WatchGuard**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [] (the “**MCA**”). Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This SSA governs Customer’s purchase of Subscription Software (and, if set forth in an Ordering Document, related Services) from WatchGuard, and will form part of the Parties’ Agreement. Additional Subscription Software-specific Addenda or other terms and conditions may apply to certain Subscription Software, where such terms are provided or presented to Customer.

2. Delivery of Subscription Software.

2.1. Delivery. During the applicable Subscription Term (as defined below), WatchGuard will provide to Customer the Subscription Software set forth in an Ordering Document, in accordance with the terms of the Agreement. WatchGuard will provide Customer advance notice(which may be provided electronically) of any planned downtime. Delivery will occur upon Customer’s receipt of credentials required for access to the Subscription Software or upon WatchGuard otherwise providing access to the Subscription Software. If agreed upon in an Ordering Document, WatchGuard will also provide Services related to such Subscription Software.

2.2. Modifications. In addition to other rights to modify the Products and Services set forth in the MCA, WatchGuard may modify the Subscription Software, any associated recurring Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation for the Subscription Software may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Subscription Software may be subject to additional Fees.

2.3. User Credentials. If applicable, WatchGuard will provide Customer with administrative user credentials for the Subscription Software, and Customer will ensure such administrative user credentials are accessed and used only by Customer’s employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent WatchGuard provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of the MCA.

2.4. Beta Services. If WatchGuard makes any beta version of a software application (“**Beta Service**”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of

Customer's evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered "as-is" and without any representations or warranties or other commitments or protections from WatchGuard. WatchGuard will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and WatchGuard may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. Subscription Software License and Restrictions.

3.1. Subscription Software License. Subject to Customer's and its Authorized Users' compliance with the Agreement, including payment terms, WatchGuard hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Subscription Software identified in an Ordering Document, and the associated Documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in an Ordering Document (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Addendum.

3.2. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Subscription Software is governed by a separate license, EULA, or other agreement, including terms governing third-party software, such as open source software, included in the Subscription Software. Customer will comply, and ensure its Authorized Users comply, with such additional license agreements.

3.3. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Software) in connection with their use of the Subscription Software. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Software, or Documentation to be placed in the public domain; use the Subscription Software to compete with WatchGuard; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks.

4. Term.

4.1. Subscription Terms. The duration of Customer's subscription to the first Subscription Software and any associated recurring Services ordered under this SSA (or the first Subscription Software or recurring Service, if multiple are ordered at once) will commence upon delivery of such Subscription Software (and recurring Services, if applicable) and will continue for a twelve (12) month period or such longer period identified in an Ordering Document (the "**Initial Subscription Period**"). Following the Initial Subscription Period, Customer's subscription to the Subscription Software and any recurring Services will automatically renew for

additional twelve (12) month periods (each, a “**Renewal Subscription Year**”), unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a “**Subscription Term**”). WatchGuard may increase Fees prior to any Renewal Subscription Year. In such case, WatchGuard will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year. Unless otherwise specified in the applicable Ordering Document, if Customer orders any additional Subscription Software or recurring Services under this SSA during an in-process Subscription Term, the subscription for each new Subscription Software or recurring Service will (a) commence upon delivery of such Subscription Software or recurring Service, and continue until the conclusion of Customer’s then-current Subscription Term (a “**Partial Subscription Year**”), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

4.2. Term. The term of this SSA (the “**SSA Term**”) will commence upon either (a) the Effective Date of the MCA, if this SSA is attached to the MCA as of such Effective Date, or (b) the SSA Date set forth on the signature page below, if this SSA is executed after the MCA Effective Date, and will continue until the expiration or termination of all Subscription Terms under this SSA, unless this SSA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.3. Termination. Notwithstanding the termination provisions of the MCA, WatchGuard may terminate this SSA (or any Addendum or Ordering Documents hereunder), or suspend delivery of Subscription Software or Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 – Subscription Software License and Restrictions** of this SSA, or any other provision related to Subscription Software license scope or restrictions set forth in an Addendum or Ordering Document, or (b) it determines that Customer’s use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription WatchGuard, WatchGuard’s Software, systems, or any third party (including other WatchGuard customers). Customer acknowledges that WatchGuard made a considerable investment of resources in the development, marketing, and distribution of the Subscription Software and Documentation, and that Customer’s breach of the Agreement will result in irreparable harm to WatchGuard for which monetary damages would be inadequate. If Customer breaches this Agreement, in addition to termination, WatchGuard will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

4.4. Wind Down of Subscription Software. In addition to the termination rights in the MCA, WatchGuard may terminate any Ordering Document and Subscription Term, in whole or in part, in the event WatchGuard plans to cease offering the applicable Subscription Software or Service to customers.

5. Payment.

5.1. Payment. Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the MCA), Customer will prepay an annual subscription Fee set forth in an Ordering Document for each Subscription Software and associated recurring Service, before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for Subscription Software and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in an Ordering Document. WatchGuard will have the right to suspend the

Subscription Software and any recurring Services if Customer fails to make any payments when due.

5.2. License True-Up. WatchGuard will have the right to conduct an audit of total user licenses credentialed by Customer for any Subscription Software during a Subscription Term, and Customer will cooperate with such audit. If WatchGuard determines that Customer's usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, WatchGuard may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the MCA.

6. Liability.

6.1. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, AND PROVIDED WATCHGUARD PROVIDES REASONABLY PROMPT NOTICE TO CUSTOMER OF ANY SECURITY EVENTS, WATCHGUARD WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

6.2. Voluntary Remedies. WatchGuard is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.1 – Additional Exclusions** above, but if WatchGuard agrees to provide Services to help resolve such issues, Customer will reimburse WatchGuard for its reasonable time and expenses, including by paying WatchGuard any Fees set forth in an Ordering Document for such Services, if applicable.

7. WatchGuard as a Controller or Joint Controller. In all instances where WatchGuard acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement as may be updated from time to time. WatchGuard holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where WatchGuard is acting as a joint controller with Customer, the Parties will enter into a separate Addendum to the Agreement to allocate the respective roles as joint controllers.

8. Survival. The following provisions will survive the expiration or termination of this SSA for any reason: **Section 4 – Term; Section 5 – Payment; Section 6.1 – Additional Exclusions; Section 8 – Survival.**¹

Video as a Service Addendum

This Video as a Service Addendum (this “**VSA**”) is entered into between WatchGuard Video, Inc., with offices at 415 E. Exchange Parkway, Allen, TX 75002 (“**WatchGuard**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [] (the “**MCA**”), and the applicable Addenda. Capitalized terms used in this VSA, but not defined herein, will have the meanings set forth in the MCA or the applicable Addenda.

1. Addendum. This VSA governs Customer's participation in WatchGuard's Video-as-a-Service Program (“**VaaS Program**”). In addition to the MCA, other Addenda may be applicable to Products offered as part of the VaaS Program, including the Subscription Software Addendum (“**SSA**”), with respect to Subscription Software, and the Equipment Purchase and Software License Addendum (“**EPSLA**”), with respect to Licensed Software and Equipment, as each of those terms are defined therein, and as further described below. This VSA will control with respect to conflicting terms in the MCA or any other applicable Addendum, but only as applicable to the Products purchased under this VSA and not with respect to other Products or Services.

2. Equipment. All hardware provided by WatchGuard to Customer under the VaaS Program will be considered “Equipment”, as defined in the EPSLA, and constitutes a purchase of such Equipment subject to the terms of the EPSLA. Additionally, the following terms and conditions apply to any Equipment purchased under the VaaS Program:

2.1. Technology Refresh. All body cameras and associated batteries purchased under the VaaS Program (“**Body Cameras**”) are eligible for a one-time replacement at no additional cost to the Customer during the three (3) year period following the date of delivery of the initial Body Cameras and associated batteries provided under the VaaS Program. In order to receive any replacement Body Camera applicable under this **Section 2.1.1 – Technology Refresh**, Customer must return the existing Body Camera to WatchGuard in working condition. The corresponding replacement Body Camera will be the then-current model of the Body Camera at the same tier as the Body Camera that is returned to WatchGuard. For clarity, any other Equipment received by Customer as part of the VaaS Program, other than Body Cameras, will not be eligible for a technology refresh hereunder.

2.2. No-Fault Warranty. Subject to the disclaimers set forth in the MCA and EPSLA, upon delivery of any Equipment purchased as part of the VaaS Program, WatchGuard will provide a No-fault Warranty to Customer for such Equipment that extends until the end of the Commitment Term (as defined below) applicable to such Equipment; except that the No-fault Warranty will not apply to (i) any Equipment with intentionally altered or removed serial numbers. (ii) any other damages disclaimed under the MCA or EPSLA, or (iii) any Equipment that WatchGuard determines was changed, modified, or repaired by Customer or any third party. The “**No-fault Warranty**” means that WatchGuard will repair or replace any Equipment components or parts that render the applicable Equipment unable to perform its intended purpose. With respect to any batteries in Body Cameras, a battery will be considered faulty and covered under this No-fault Warranty if it falls below sixty percent (60%) of rated capacity.

2.3. Commitment Term. Customer accepts that following the delivery of any Equipment under the VaaS Program, Customer commits to a five (5) year subscription term for such Equipment at the rate provided in the Ordering Document (the “**Initial Commitment Term**”). If Customer, for any reason, terminates any of its obligations to WatchGuard prior to expiration of the applicable Commitment Term (as defined below), Customer will be subject to the payments described in **Section 4.3. – Termination** hereunder.

2.4. Additional Devices. Any additional Equipment, including any accessory items, ordered by Customer after Customers' initial purchase of Equipment hereunder may be subject to an incremental increase in Fees. In the event Customer orders additional Equipment under

the VaaS Program within the ninety (90) days immediately following its initial purchase, such Equipment will be included in and subject to the Initial Commitment Term. Any additional Equipment purchased under the VaaS Program subsequent to such ninety- (90) day period, will commence an additional subscription term commitment for such Equipment of five (5) years (a “**Subsequent Commitment Term**”) with respect to the monthly Fee associated with such additional Equipment. For purposes of this Addendum, the Initial Commitment Term and each Subsequent Commitment Term are each also referred to herein as a “**Commitment Term**”.

3. **Subscription Software.**

3.1. EvidenceLibrary.com. Subject to **Section 4.1 – VaaS Term**, the VaaS Program provides Customer with a subscription to EvidenceLibrary.com Evidence Management System (“**ELC**”) during the VSA Term (as defined below), the use of which is subject to the SSA. Customer’s subscription will include unlimited users, Unlimited Storage (as defined below) and unlimited sharing, provided any media or data uploaded to ELC is done so using WatchGuard Equipment actively enrolled in the VaaS Program. Following expiration of the applicable Commitment Term, if Customer desires to continue use of expired Equipment with ELC, Customer must purchase additional access to ELC based on WatchGuard’s prevailing rates, or WatchGuard may disconnect connectivity of any expired Equipment to ELC.

3.2. Unlimited Storage. The storage available to Customer in ELC under the VaaS Program (“**Unlimited Storage**”) is as follows: (a) a one- (1) year storage period for non-evidentiary recordings; and (b) a ten- (10) year storage period for evidentiary recordings; provided, however, that storage is only available for video recordings that are recorded in an event-based setting where users are not recording an entire shift under one video footage. For the purpose of this section, “evidentiary recordings” refers to data having relevance to a legal trial or regulatory hearing.

3.3. CommandCentral. For each Body Camera, in-car system or integrated system purchased, Customer will receive one user license Motorola’s CommandCentral, which provides access to CC Community, CC Capture, CC Vault and CC Records. If the Customer requires additional licenses to CommandCentral they must be purchased for an additional fee.

3.4. Applicable End User Terms. Additional license terms apply to third-party software included in CommandCentral Products. Specifically, Customer agrees that the ESRI terms and conditions and the Microsoft terms and conditions, both available at https://www.motorolasolutions.com/en_us/products/command-center-software/motorola-solutions-customer-terms/flow-down-terms.html apply to Customer’s, and its Authorized Users’, use of such Products. Customer will comply, and ensure its Authorized Users comply, with all such additional license terms.

3.5. In-Car System. If Customer’s VaaS Program order includes an in-car system, Customer will receive a subscription to WatchGuard CarDetector Mobile during the VSA Term, the use of which is subject to the SSA.

3.6. Vigilant Access. Customer may opt for subscription to additional Subscription Software, including use of the Law Enforcement Archival Network (“**LEARN**”), which is subject to the SSA and any additional terms governing the use of LEARN. If Customer purchases a subscription to commercial license plate recognition data, then Customer will execute and agree to the terms of WatchGuard’s standard IDP Agreement.

3.7. License Plate Recognition Data. License plate recognition (“**LPR**”) data collected by Customer is considered Customer Data (as defined in the MCA) and is therefore subject to the Customer’s own retention policy. Customer, at its option, may share its LPR data with other similarly situated Law Enforcement Agencies (“**LEAs**”) which contract with Vigilant to access LEARN by selecting this option within LEARN. Other similarly situated LEAs may similarly opt to share their LPR data with Customer using LEARN. Such LPR data generated by other LEAs

is considered Third-Party Data (as defined in the MCA), is governed by the retention policy of the respective LEA, and shall be used by Customer only in connection with its use of LEARN. LPR data that has reached its expiration date will be deleted from LEARN. Only individuals who are agents and/or sworn officers of Customer and who are authorized by Customer to access LEARN on behalf of Customer through login credentials provided by Customer ("**User Eligibility Requirements**") may access LEARN. Vigilant in its sole discretion may deny access to LEARN to any individual based on such person's failure to meet the User Eligibility Requirements. Customer will ensure no user logins are provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Vigilant. Customer will be responsible for all individuals' access to, and use of, LEARN through use of Customer login credentials, including ensuring their compliance with this Agreement.

3.8. Support of Downloaded Clients. If Customer purchases any software Product that requires a client installed locally on Customer-Provided Equipment or Equipment in possession of Customer, Customer will be responsible for downloading and installing the current version of such client, as it may be updated from time to time. WatchGuard will use reasonable efforts to continue supporting any version of a client for forty-five (45) days following its release, but WatchGuard may update the current version of its client at any time, including for bug fixes, product improvements, and feature updates, and WatchGuard makes no representations or warranties that any software Product will support prior versions of a client.

3.9. CJIS Security Policy. WatchGuard agrees to support Customer's obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services ("**CJIS**") Security Policy and will comply with the terms of the CJIS Security Addendum for the term of the Addendum or Ordering Document for the applicable Product. Customer hereby consents to WatchGuard screened personnel serving as the "escort" within the meaning of CJIS Security Policy for unscreened WatchGuard personnel that require access to unencrypted Criminal Justice Information for purposes of Product support and development.

4. System Completion. All Subscription Software sold at initial purchase under the VaaS Program will be deemed completed upon Customer's (or the applicable Authorized User's) Beneficial Use of ELC (the "**System Completion Date**"). Customer will not unreasonably delay Beneficial Use of ELC, and in any event, the Parties agree that Beneficial Use of ELC will be deemed to have occurred thirty (30) days after functional demonstration. As used in this Section, "**Beneficial Use**" means use by the customer or at least one (1) Authorized User of the material features and functionalities of a Product within a Software System, in material conformance with Product descriptions in the applicable Ordering Document. Any additional Subscription Software purchased under the VaaS Program will be deemed delivered upon Customer's receipt of credentials required for access to the Subscription Software or upon WatchGuard otherwise providing access to the Subscription Software. This Section applies to Products purchased as part of the VaaS Program notwithstanding the delivery provisions of the Addendum applicable to such Products, such as the SSA or EPSLA, and this Section will control over such other delivery provisions to the extent of a conflict.

5. Payment. Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the MCA), Customer will prepay a subscription Fee quarterly (each a "**Subscription Quarter**"), as set forth in an Ordering Document. If Customer orders any additional Product(s) under the VaaS Program subsequent to the initial purchase by Customer, Fees for such additional Product will be added to the quarterly subscription Fee, and will be payable on the same Fee payment schedule as the initial Product purchased under the VaaS Program; provided, however, that for the first Subscription Quarter during which such additional Product is purchased, the subscription Fee for the applicable additional Product will be pro-rated based on the applicable number of days remaining in the such initial Subscription Quarter.

6. Term and Termination.

6.1. VaaS Term. Customer's participation in the VaaS Program will commence upon the System

Completion Date under this VSA, and will continue through the end of the final Commitment Term hereunder. Following the end of any Commitment Term, Customer's access to ELC with respect to the Equipment purchased relative to that Commitment Term will expire, and Customer must download or transfer all Customer Data associated with the applicable Equipment within thirty (30) days following expiration unless Customer purchases extended access to ELC from WatchGuard at the prevailing rates. WatchGuard has no obligation to retain Customer data for expired Equipment beyond thirty (30) days following expiration of the applicable Commitment Term. For example, if Customer purchases 100 devices on January 1 of Year 1 of the VSA Term, and then 100 additional devices on January 1 of Year 3, on December 31 of Year 5 (i.e., the conclusion of the Initial Commitment Term), Customer's access to ELC with respect to the first 100 devices will be discontinued, and Customer must purchase extended storage or transfer all Customer Data associated with the first 100 devices within thirty (30) days of expiration of the Initial Commitment Term. In the foregoing example, ELC access and data storage for the second 100 devices purchase will extend until December 31 of Year 7.

6.2. Term. The term of this VSA (the "**VSA Term**") will commence upon either (a) the Effective Date of the MCA, if this VSA is attached to the MCA as of such Effective Date, or (b) the VSA Date set forth on the signature page below, if this SSA is executed after the MCA Effective Date, and will continue until the expiration or termination of the last Commitment Term, unless this VSA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

6.3. Termination. The termination provisions applicable to the VaaS Program will be those set forth in the MCA, EPSLA and SSA, as applicable. If Customer's participation in the VaaS Program is terminated for any reason prior to the end of the Initial Commitment Term or any Subsequent Commitment Term, Customer will pay the pro-rated remainder of the aggregate Equipment MSRP price, calculated by multiplying the MSRP price of all Equipment purchased under the VaaS Program by the percentage resulting from dividing the number of months remaining in the Commitment Term applicable to such Equipment by sixty (60). In the event Customer purchased Equipment on multiple dates, resulting in separate Commitment Terms for certain Equipment, the preceding calculation will be made relative to the applicable Commitment Term for each Equipment order. For example, if Customer purchased \$1,000 worth of Equipment on January 1 of Year 1 of the VSA Term, and then \$1,000 worth of Equipment on January 1 of Year 2, and then Customer's VaaS Program terminates on December 31 of Year 3, Customer will be required to repay: $\$1,000 \times (24/60) + \$1,000 \times (36/60)$, which is equal to \$1,000 in the aggregate.

7. DEMS Additional Terms. Use of and access to ELC will be subject to the additional terms and conditions set forth in the **DEMS Exhibit** attached hereto and incorporated herein.

8. Survival. The following provisions will survive the expiration or termination of this VSA for any reason: **Section 3 – Payment; Section 4 – Term and Termination; Section 6 – Survival.**¹

**DEMS EXHIBIT
EVIDENCELIBRARY.COM**

The following DEMS Exhibit (the “**Exhibit**”) is an Exhibit to the VSA and sets forth the terms relating to Customer’s use of ELC.

If any term in this Exhibit conflicts with a term in the main body of the VSA or any other part of the Agreement, this Exhibit will control with respect to ELC

1. DATA STORAGE. WatchGuard will determine, in its sole discretion, the location of the stored content for ELC, provided that all content for North American Customers will reside within North America and all content for U.S. government Customers will reside within the United States.

2. DATA RETRIEVAL. ELC will leverage different types of storage to optimize ELC, as determined in WatchGuard’s sole discretion. For multimedia data, such as videos, pictures, audio files, WatchGuard will, in its sole discretion, determine the type of storage medium used to store the content. The type of storage and medium selected by WatchGuard will determine the data retrieval speed. Access to content in archival storage may take up to eight (8) hours to be viewable.

3. API SUPPORT. WatchGuard will use commercially reasonable efforts to maintain the Application Programming Interface (“**API**”) offered as part of ELC during the term of this Addendum. APIs will evolve and mature over time, requiring changes and updates. Previous versions of APIs will be supported for a minimum of six (6) months after a new version of the applicable API is introduced. If support of the API is no longer a commercially reasonable option, WatchGuard will provide reasonable advance notice to Customer. If an API presents a security risk to ELC or any other Product or Services, WatchGuard has the right to discontinue an API without prior warning.

4. SERVICE LEVEL TARGETS.

MSI will use reasonable efforts to provide monthly availability of the ELC of 99.9%, with the exception of maintenance windows. There are many factors beyond WatchGuard’s control that may impact WatchGuard’s ability to achieve this goal, including but not limited to a force majeure event.

Additionally, WatchGuard will strive to meet the response time goals set forth in the table below.

RESPONSE TIME GOALS

SEVERITY LEVEL	DEFINITION	RESPONSE TIME
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning. This level is meant to represent a major issue that results in an unusable System, Subsystem, Product, or critical features. No work around or immediate solution is available.	Telephone conference within 1 Hour of initial voice notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems. This level is meant to represent a moderate issue that limits a Customer's normal use of the System, Subsystem, Product or major non-critical features.	Telephone conference within 3 Business Hours of initial voice notification during normal business hours
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround. This level is meant to represent a minor issue that does not preclude use of the System, Subsystem, Product, or critical features.	Telephone conference within 6 Business Hours of initial notification during normal business hours
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow. This level is meant to represent very minor issues, such as cosmetic issues, documentation errors, general usage questions, and product or System Update requests.	Telephone conference within 2 Standard Business Days of initial notification

5. MAINTENANCE. Scheduled maintenance of ELC will be performed periodically. WatchGuard will make commercially reasonable efforts to notify Customer a week in advance. Unscheduled and emergency maintenance may be required from time to time. WatchGuard will make commercially reasonable efforts to notify Customer of unscheduled or emergency maintenance twenty-four (24) hours in advance.

6. WI-FI NETWORK REQUIREMENTS.

6.1 If any of the below items apply, additional Fees may apply:

- Customer's internet is through county/city IT, strict firewall policies, not able to install software on PC's;
- Customer requires multiple upload locations through different internet WatchGuards at each site;
- Customer has slow internet (<20MBps or higher for 4k video upload);
- Customer doesn't have Wi-Fi;
- Customer doesn't use Google Chrome or uses Google Chrome but has conflicting Chrome extensions;
- Customer requires multiple upload locations;
- Customer has multicast disabled on their wireless network;
- Customer wants to utilize MAC address filtering.

6.2 The following conditions are not supported:

- Wi-Fi AP's do not support 802.11AC;
- Customer AP does not support DNS-SD, and/or the Apple Bonjour suite.

FEDERAL PROVISIONS EXHIBIT

The following contract provisions are REQUIRED to be included in all contracts awarded by grantees
(City of Leesburg).

ACCESS TO RECORDS AND REPORTS

WatchGuard must maintain an acceptable cost accounting system. WatchGuard agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of WatchGuard which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. WatchGuard agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

ENERGY CONSERVATION REQUIREMENTS

WatchGuard and their Subcontractor(s) agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

COPELAND “ANTI-KICKBACK” ACT

WatchGuard must comply with the requirements of the Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. WatchGuard and their subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The WatchGuard and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

Watchguard’s legal clarification: Although Watchguard has a robust Ethics Program and associated policies, they do not directly address this US federal regulation beyond requiring that employees comply with applicable laws and not pay kick-backs to anyone.

DAVIS-BACON REQUIREMENTS

Not Applicable

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, WatchGuard agrees as follows:

(1) WatchGuard will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. WatchGuard will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. WatchGuard agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) WatchGuard will, in all solicitations or advertisements for employees placed by or on behalf of WatchGuard, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) WatchGuard will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of WatchGuard's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) WatchGuard will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) WatchGuard will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of WatchGuard's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and WatchGuard may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) WatchGuard will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. WatchGuard will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency WatchGuard may request the United States to enter into such litigation to protect the interests of the United States.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of WatchGuard or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Customer will provide WatchGuard written notice that describes the nature of the breach and corrective actions the WatchGuard must undertake in order to avoid termination of the contract. Customer reserves the right to withhold payments to WatchGuard until such time WatchGuard corrects the breach or the Customer elects to terminate the contract. The Customer's notice will identify a specific date by which the WatchGuard must correct the breach. Customer may proceed with termination of the contract if the WatchGuard fails to correct the breach by deadline indicated in the Customer's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL

WatchGuard agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). WatchGuard agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

WatchGuard must include this requirement in all subcontracts that exceeds \$150,000.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.3.

Meeting Date: June 27, 2022

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

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Task Order with Dewberry Engineers, Inc. for professional engineering services related to the City's Consumptive Use Permit (CUP) modification for an amount not to exceed \$111,410.51; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution authorizing execution of the Task Order with Dewberry Engineers, Inc. for an amount of \$111,410.51.

Analysis:

A formal modification Application shall be submitted to St. Johns River Water Management District (SJRWMD) to request a quantity modification to increase the current CUP that expires in 2030. The project will entail reviewing the existing projections based on population models, by the SWFWMD and SJRWMD, to determine if a more robust approach will be required to identify projected needs. This information will be compared to allowable consumptive use for residential, commercial, and industrial uses to justify the demand of the system. In areas where water use seems high, typical values will be used. The project will also include reviewing the proposed growth model produced by the University of Florida Bureau of Economic and Business Research (BEBR) projections which are based on current land use designations as well as the CITY's current development plans for the next ten years. This data will be placed into the model to develop future water use for the area. Once the reasonable demand for the system is developed, the information will be submitted to SJRWMD staff to review the proposed approach and determine any concerns or issues that can be addressed prior to the submittal of the application.

Procurement Analysis:

The City has an existing Agreement for Professional Services on a Continuing Basis previously awarded by the Leesburg City Commission. This Task Order is made under the terms and conditions of that Agreement. Entering into this Task Order is permitted in accordance to the terms of the Agreement and Florida Statute 287.055 - Consultants Competitive Negotiation Act (CCNA).

Options:

1. Approve execution of the resolution as presented; or

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

Fiscal Impact:

This was not included in the current budget. A budget adjustment will be processed to add this expense to the current budget using available Water Department Reserves.

Account No.	043-3051-533.31-30
Project No.	436013
Requisition	54554
Budget	\$111,410.51
Available	\$111,410.51

Submission Date and Time: 6/22/2022 4:31:50 PM

RESOLUTION NO. _____

**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 PROFESSIONAL
ENGINEERING SERVICES RELATED TO THE CITY'S CONSUMPTIVE USE
PERMIT (CUP) MODIFICATION FOR AN AMOUNT NOT TO EXCEED
\$111,410.51; 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 Task Order with DEWBERRY ENGINEERS, INC. d/b/a DEWBERRY | HYDRO whose address is 202 Lake Miriam Drive, Suite E1, Lakeland, Florida 33813 for professional services to prepare a modification to the City's Consumptive Use Permit (CUP) 94-16 pursuant to an existing Professional Services Agreement on a Continuing Basis; and providing an effective date.

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 27th day of June 2022.

Mayor

ATTEST:

City Clerk

**TASK ORDER UNDER AN
AGREEMENT FOR PROFESSIONAL SERVICES
ON A CONTINUING BASIS**

THIS TASK ORDER is made as of the 27th day of June in the year **2022**, between **THE CITY OF LEESBURG, FLORIDA**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY", or "OWNER"), and **DEWBERRY ENGINEERS, INC. d/b/a DEWBERRY | HYDRO** whose address is 202 Lake Miriam Drive, Suite E1, Lakeland, Florida 33813 (hereinafter referred to as the "PROFESSIONAL", or "CONSULTANT").

WITNESSTH:

WHEREAS, on June 13, 2022, pursuant to resolution 11093 the CITY and PROFESSIONAL entered into an Agreement for professional engineering services on a continuing basis (hereinafter referred to as the "Original Agreement"). The Agreement is referenced herein as though set forth in full text.

WHEREAS, the CITY and the PROFESSIONAL desire to enter into a Written Task Order (hereinafter referred to as "Task Order") for professional services providing permitting services on the below referenced Project.

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

1. Recitals.

The above recitals are true and correct and are incorporated herein.

2. **Scope of Services.**

The Parties agree to the Scope of Services and Fee pursuant to the terms and conditions set forth in the PROFESSIONAL's proposal included as ATTACHMENT 'A' for the project generally described as:

Project:

**CONSUMPTIVE USE PERMIT (CUP) MODIFICATIONS 94-16
CITY OF LEESBURG**

3. **Compensation.**

The PROFESSIONAL shall perform the Scope of Services for an amount of **\$111,410.51**. The cost of these services shall not exceed this amount unless the CITY has executed a written Change Order approving additional Services and additional compensation.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Task Order on the date stated in the preamble.

DEWBERRY ENGINEERING d/b/a Dewberry | Hydro

Title

THE CITY OF LEESBURG, FLORIDA

Mike Pederson, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form and content:

William Watson, City Attorney

ATTACHMENT 'A'

SCOPE OF SERVICES for the CONSUMPTIVE USE PERMIT (CUP) MODIFICATION 94-16 CITY OF LEESBURG (CITY)

A. SCOPE OF SERVICES

Upon authorization to proceed from the CITY, the CONSULTANT will provide the following services to modify the existing CUP.

Task 100 – Permitting Services and Report

Task 101 – Application Submittal

The CONSULTANT shall prepare the required forms and application to request the quantity modification. A Formal Modification Application shall be submitted to the St. Johns River Water Management District (SJRWMD). After acting upon the CITY's review comments, the CONSULTANT shall submit the application to the SJRWMD.

Task 102 – Reasonable Demand

The CONSULTANT will review the existing projections based on population models, by the SWFWMD and SJRWMD, to determine if a more robust approach will be required. The CONSULTANT will work with the CITY's staff to identify projected needs. This information will be compared to allowable consumptive use for residential, commercial, and industrial uses to justify the demand of the system. In areas where water uses seem high, typical values will be used.

The CONSULTANT will also review the proposed growth model produced by the University of Florida Bureau of Economic and Business Research (BEBR) projections which are based on current land use designations. The CONSULTANT will meet with the CITY and understand its current development plans for the next ten years. This data will be placed into the model to develop future water use for the area.

Once the reasonable demand for the system is developed the CONSULTANT will meet with the CITY to review and approve the information. The CONSULTANT will also meet with SJRWMD staff to review the proposed approach and determine any concerns or issues that can be addressed prior to the submittal of the application.

Task 103 – Water Quality and Quantity

The CONSULTANT will perform groundwater modeling utilizing the SJRWMD accepted model, the East Central Florida (ECF) model, used previously for this permit. If the district requires transient modeling then an additional budget will be required. . This analysis will study proposed impacts associated with the additional withdrawal that will be required for the 2030 demand needs. It is anticipated that both the average annual and peak month quantities will be modeled.

ATTACHMENT 'A'

Task 104 – Environmental Impacts

The CONSULTANT will review the groundwater modeling results completed in Task 106 will be used to identify any wetlands or other environmental constraints in the area. A meeting in the field with SJRWMD staff will be scheduled to review and analyze these systems to determine acceptable levels of drawdown. If modifications to the existing environmental monitoring plan are required, the additional scope of work and fee estimate will be developed and submitted to the OWNER for approval.

Task 105 – Use of Lowest Quality of Water

The CONSULTANT will review and document the existing use of other water resources in the area to assure SJRWMD that the lowest quality of water is being used.

Task 106 – Impacts to Existing Legal Users

The CONSULTANT will utilize existing District groundwater models that will be modified to include the additional quantities requested to model groundwater drawdown. The results of the model will be used to identify the extent of groundwater drawdown resulting from proposed pumping and identify any existing legal users in the area that could be impacted by the proposed pumping. A search of the well drilling records for these users will be conducted to understand pump depths and overall water levels to show that no impacts to existing legal users will occur.

Task 107 – Water Conservation Plan

The CONSULTANT will collect data from the OWNER and update the water conservation plan. The CONSULTANT will submit a draft of the plan for the OWNER to review and provide comments. Once the plan is finalized it will be submitted as part of the application.

Task 108 – Pre-application and Other Meetings

The CONSULTANT will coordinate a pre-application meeting with the representatives of the SJRWMD. The CONSULTANT will conduct phone calls as necessary with representatives of the SJRWMD to discuss issues and information requested in the CUP Modification application.

Regulatory Meetings – The CONSULTANT will attend up to two (2) meetings with SJRWMD staff to confirm groundwater modeling and impact analysis requirements and/or to review results from the groundwater modeling performed in support of the CUP modification application.

Coordination Meetings – The CONSULTANT will also plan and attend up to two (2) coordination meetings with the CITY related to the CUP modification.

For each of these meetings, the CONSULTANT shall document the discussion, comments, and action items in meeting minutes. Draft meeting minutes shall be provided to the CITY within five (5) working days of the date of the meeting.

ATTACHMENT 'A'

Task 109 – RAI Response

The CONSULTANT will respond to one Request for Additional Information (RAI) in coordination and on behalf of the CITY. Outstanding items and issues beyond completeness or that are inconsistent with the direction provided in a pre-application meeting regarding other issues identified by SJRWMD can be provided as additional services.

C. DELIVERABLES

The CONSULTANT shall prepare and submit to the CITY, including electronic format when applicable, the following deliverables:

TASK	ACTIVITY	DELIVERABLE
101	Application	Submit CUP Modification Application and supporting documentation
102	Reasonable Demand	Provide demand projections to the CITY for review and comment.
107	Water Conservation Plan	Submit DRAFT of the Water Conservation Plan to the CITY for review and comment.
108	Preapplication Meeting & Other Meetings	Meeting minutes for up to one (1) preapplication meeting; up to two (2) regulatory meetings with SWFWMD staff; up to two (2) coordination meeting with the CITY and corresponding meeting minutes within five (5) days of the meeting;
109	RAI	Response for up to one (1) RAI.

D. SCHEDULE

The CONSULTANT shall proceed with the services identified in this AGREEMENT immediately upon receipt of an executed copy of this AGREEMENT and a formal Notice-to-Proceed from the CITY. The scope anticipates that the application will be submitted within the next 3 months, and the overall project schedule will take up to six (6) months.

E. COMPENSATION

This Agreement establishes a lump-sum cost of \$111,410.51 (See Table and Attachment A for detailed breakdown). Compensation for the services performed under this Agreement shall be on a lump sum

ATTACHMENT 'A'

basis. Additional documentation may be requested by the CITY and, if so requested, shall be furnished by the CONSULTANT to the CITY Auditor's satisfaction. In addition, all invoices shall be submitted with the Agreement number, purchase order (PO) number, and the CITY Project Identification on the invoice.

Task	Dewberry Hydro	SUB- CONSULTANT	DH & SUB- CONSULTANTS
Task 101 – Application Submittal	\$4,774.82		\$4,774.82
Task 102 – Reasonable Demand	\$4,647.48		\$4,647.48
Task 103 – Water Quality and Quantity	\$12,524.30	\$5,000.00	\$17,524.30
Task 104 – Environmental Impacts	\$8,698.10		\$8,698.10
Task 105 – Use of Lowest Quality of Water	\$2,323.74		\$2,323.74
Task 106 – Impacts to Existing Legal Users	\$42,901.37	\$5,000.00	\$47,901.37
Task 107 – Water Conservation Plan	\$4,637.00		\$4,637.00
Task 108 – Pre-application and Other Meetings	\$2,318.50		\$2,318.50
Task 109 – RAI Response	\$14,315.20	\$4,000.00	\$18,315.20
		Total	\$111,410.51

F. CITY'S RESPONSIBILITIES

The CITY will provide the following information to the CONSULTANT and/or perform the following services related to the Project:

1. Provide the CONSULTANT the required data in an electronic form.
2. The CITY shall furnish CONSULTANT available studies, reports and other data pertinent to CONSULTANT's services; obtain or authorize CONSULTANT to obtain or provide additional reports and data as required.
3. Permit Fees

G. SERVICES NOT INCLUDED

The following services are not included in this phase of the Project and shall be added at a later date by subsequent addendum(s) to this Agreement:

1. Response to Request(s) for Clarification (RC) that address(es) matters other than clarification of the information.

H. ASSUMPTIONS

The Scope of Services and compensation arrangement outlined in this AGREEMENT are based on the following assumptions:

1. CONSULTANT has assumed one (1) RAI response if further clarification or information is required additional services and compensation will be requested.

ATTACHMENT 'A'

2. Environmental and ground water modeling analysis has been limited by the assumptions in the attached subconsultant's scope any further services may require additional services and compensation.
3. The CONSULTANT will assume that the withdrawal points will have sufficient physical capacity (hydrogeological capacity) to meet the required permitted quantities. If after further design of if further clarification or individual facilities, the individual withdrawals do not meet the permitted capacities then design alternations may be required and are not part of this authorization.

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			Eng VII	Admin II	Prof V	Prof VII	Eng VI	Eng VII	GIS V	Hours By Task		Subconsultant	TOTAL
Phase/Task	Task Description		\$231.85	\$92.03	\$151.54	\$201.01	\$185.13	\$231.85	\$128.26				
Phase 100	Permitting Services and Design Report												
Task 101	Application Submittal			6				16	4	26	\$4,774.82		\$4,774.82
Task 102	Reasonable Demand						4	8	16	28	\$4,647.48		\$4,647.48
Task 103	Water Quality and Quantity					60		2		62	\$12,524.30	\$5,000.00	\$17,524.30
Task 104	Environmental Impacts				50			6		56	\$8,968.10		\$8,968.10
Task 105	Use of Lowest Quality Water						2	4	8	14	\$2,323.74		\$2,323.74
Task 106	Impacts to Existing Legal Users					160	4	21	60	245	\$45,466.57	\$5,000.00	\$50,466.57
Task 107	Water Conservation Plan							20		20	\$4,637.00		\$4,637.00
Task 108	PreApplication and Other Meetings							10		10	\$2,318.50		\$2,318.50
Task 109	RAI Response					40		16		56	\$11,750.00	\$4,000.00	\$15,750.00
Totals			0	6	50	260	10	103	88	517	\$97,410.51		\$111,410.51
Grand Total			\$-	\$552.18	\$7,577.00	\$52,262.60	\$1,851.30	\$23,880.55	\$11,286.88		\$97,410.51	\$14,000.00	\$111,410.51

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.4.

Meeting Date: June 27, 2022

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

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement with Halff Associates, Inc. for professional services related to a PD&E study for the Tav-Lee Phase II multi-purpose trail for an amount not to exceed \$175,855.50; and providing an effective date.

Staff Recommendation:

Staff recommends awarding Request for Qualifications 220163 to Halff Associates, Inc. and approve the resolution authorizing execution of the Agreement with Halff Associates, Inc.

Analysis:

In 2006, the City had a Preliminary Engineering Report (PER) completed by Inwood Consultants that detailed the Leesburg-Wildwood Trail, Gardenia Trail, Fountain Lake Trail, and Tav-Lee Trail-Phase II.

All the trail sections detailed in that report have been completed with the exception of the Tav-Lee, Phase II section. This section runs from approximately Canal Street & US-441 to the Lake Square Mall area.

The City would like to seek funding to complete this final segment. In order to do that, the 2006 Project Development & Environment (PD&E) study must be updated to current conditions. With a current and completed PD&E study the City can provide the information to the Metropolitan Planning Organization (MPO) so the project can be included in future planning and hopeful funding.

Procurement Analysis:

The Procurement Division issued Request for Qualifications (RFQ) 220163 in accordance with Florida Statute 287.055 - Consultants Competitive Negotiation Act (CCNA) that regulates the process that government entities must use to select and contract with an engineer or architect.

The City received 3 responses to the RFQ. Following evaluations by the City staff, the firms were ranked as follows:

1. Half Associates, Inc. - 93.17%
2. Greenman Pedersen, Inc. - 88.5%
3. OM Engineering Services - 84.67%

Staff negotiated the Scope of Services and fee with the top ranked firm as required by Florida Statute 287.055.

Options:

1. Award RFQ 220163 to Halff Associates, Inc. and approve the resolution authorizing execution of the Professional Services Agreement as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The current budget includes \$375,000 for Rails to Trails projects

Account No. 031-8125-572-6310

Project No. 310081

WF No. WF1380262

Requisition TEXT

Budget \$375,000.00

Available \$374,867.58

Submission Date and Time: 6/22/2022 4:33:18 PM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AN AGREEMENT WITH HALFF ASSOCIATES, INC. FOR PROFESSIONAL
SERVICES RELATED TO A PD&E STUDY FOR THE TAV-LEE PHASE II
MULTI-PURPOSE TRAIL FOR AN AMOUNT NOT TO EXCEED \$175,855.50;
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 professional services agreement with **HALFF ASSOCIATES, INC.** whose address is 902 North Sinclair Avenue, Tavares, FL 32778 for professional services related to a Project Development & Environment (PD&E) for the Tav-Lee, Phase II trail pursuant to Request for Qualifications 220163.

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 27th day of June 2022.

Mayor

ATTEST:

City Clerk

**AGREEMENT FOR PROFESSIONAL
DESIGN SERVICES**

THIS AGREEMENT is made as of the 27th day of June in the year **2022**, between **THE CITY OF LEESBURG**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **HALFF ASSOCIATES, INC.** whose address is 902 North Sinclair Avenue, Tavares, FL 32778 (hereinafter referred to as "PROFESSIONAL").

WHEREAS, the CITY issued Request for Qualifications (RFQ) 220163 to contract with a qualified professional or firm to provide professional engineering services to update the Project Development and Environment (PD&E) and study for Tav Lee Trail, Phase II;

WITNESSETH:

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

1. CONTRACT DOCUMENTS

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

- a. This Agreement; and
- b. Request for Qualifications (RFQ) 220163 in its entirety; and
- c. PROFESSIONALS response to RFQ 220163 made electronically March 22, 2022 at 9:26:41 PM EST; and

- d. Compensation / Fee Estimate – Included here as Attachment 'A'; and
- e. Scope of work – Included here as Attachment 'B'; and
- f. Federal Contracting Provisions – Included here as Attachment 'C'.

2. **SERVICES**

The PROFESSIONAL shall furnish the following services generally described in **ATTACHMENT 'B' – Potential Scope of Services**. Nothing herein shall limit the CITY'S right to obtain proposals or services from other professionals for similar projects.

3. **PAYMENT**

The PROFESSIONAL shall perform the Services for a total price not to exceed **\$175,855.50**. The cost of these services shall not exceed this amount unless the CITY has executed a written change order approving any increase in price.

All invoices will be processed and paid in accordance with the State of Florida Local Government Prompt Payment Act, Florida Statute Part VII, Chapter 218.

4. **AUTHORIZED WORK**

When work is ordered by the CITY the PROFESSIONAL shall prepare a Scope of Services for the requested task. CITY shall prepare a Task Order to be executed by both parties.

5. **TERM OF AGREEMENT**

This Agreement shall commence upon the date of execution and shall remain in effect until such time as the contracted services have been completed, and accepted by the CITY's authorized representative, unless earlier terminated in accordance with its provisions.

6. **TERMINATION**

All or part of this Agreement may be terminated under the following conditions;

a. **For Convenience**

- i. The CITY may, by written notice to the PROFESSIONAL, terminate this Agreement for its convenience and without cause or default on the part of PROFESSIONAL. Upon receipt of the notice of termination, except as explicitly directed by the CITY, the PROFESSIONAL must immediately discontinue all services affected.
- ii. Upon termination of the Agreement, the PROFESSIONAL must deliver to the CITY all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the PROFESSIONAL under this contract, whether complete or partially complete.
- iii. CITY agrees to make just and equitable compensation to the PROFESSIONAL for satisfactory work completed up through the date the PROFESSIONAL receives the termination notice. Compensation will not include anticipated profit on non-performed services.
- iv. CITY further agrees to hold PROFESSIONAL harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

b. **Termination for Default**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the

Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

i. **Termination by Owner:** The CITY may terminate this Agreement in whole or in part, for the failure of the PROFESSIONAL to:

1. Perform the services within the time specified in this contract or by CITY approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project;
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the PROFESSIONAL must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the PROFESSIONAL must deliver to the CITY all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials

prepared by the PROFESSIONAL under this contract, whether complete or partially complete.

CITY agrees to make just and equitable compensation to the PROFESSIONAL for satisfactory work completed up through the date the PROFESSIONAL receives the termination notice. Compensation will not include anticipated profit on non-performed services.

CITY further agrees to hold PROFESSIONAL harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the CITY determines the PROFESSIONAL was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the CITY issued the termination for the convenience of the CITY.

- ii. **Termination by Professional:** The PROFESSIONAL may terminate this Agreement in whole or in part, if the CITY:
 - 1. Defaults on its obligations under this Agreement;
 - 2. Fails to make payment to the PROFESSIONAL in accordance with the terms of this Agreement;
 - 3. Suspends the Project for more than one-hundred eighty (180) days due to reasons beyond the control of the PROFESSIONAL.

Upon receipt of a notice of termination from the PROFESSIONAL, CITY agrees to cooperate with PROFESSIONAL for the purpose of terminating the agreement or portion thereof, by mutual consent. If CITY and PROFESSIONAL cannot reach mutual agreement on the termination settlement, the PROFESSIONAL may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the CITY's breach of the contract.

In the event of termination due to CITY breach, the PROFESSIONAL is entitled to invoice CITY and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the PROFESSIONAL through the effective date of termination action. Owner agrees to hold PROFESSIONAL harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

7. INSURANCE

The PROFESSIONAL will maintain throughout this Agreement the following insurance:

- a. The PROFESSIONAL shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of Insurance in forms acceptable to the CITY before any work under the Agreement begins.

- b. The original of each such policy of insurance, or a complete duplicate, shall be delivered to CITY by PROFESSIONAL prior to starting work, together with evidence that the premiums have been paid.
- c. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."
- d. The PROFESSIONAL shall require its subconsultants or subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractor's work.
- e. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
- f. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the PROFESSIONAL'S interests or liabilities, but are merely required minimums.
- g. All liability insurance, except professional liability, shall be written on an occurrence basis.
- h. The PROFESSIONAL waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- i. Insurance required of the PROFESSIONAL, or any other insurance of the PROFESSIONAL shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.
- j. Except for workers' compensation and professional liability, the PROFESSIONAL'S insurance policies shall be endorsed to name the

CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.

- k. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:

City of Leesburg

Attention: Mike Thornton, Purchasing Manager

P.O. Box 490630, Leesburg, Florida 34749-0630

- l. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- m. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- n. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- o. The PROFESSIONAL, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the PROFESSIONAL' S liability coverage(s).

8. INDIVIDUAL LIABILITY

PURSUANT TO SECTION 558.0035, FLORIDA
STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT
OF PROFESSIONAL MAY NOT BE HELD
INDIVIDUALLY LIABLE FOR NEGLIGENCE.

9. INDEMNIFICATION

The PROFESSIONAL shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the PROFESSIONAL and persons employed or utilized by the PROFESSIONAL in the performance of this Agreement. The liability of the PROFESSIONAL shall, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, the PROFESSIONAL shall not be obligated to indemnify the CITY against losses arising from the negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees.

10. CODES, LAWS, AND REGULATIONS

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

11. PERMITS, LICENSES, AND FEES

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

12. ACCESS TO RECORDS

PROFESSIONAL will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination by the CITY during PROFESSIONAL'S normal business hours.

Additionally, PROFESSIONAL must maintain an acceptable cost accounting system. The PROFESSIONAL agrees to provide the CITY or any of their duly authorized representatives, access to any books, documents, papers, and records of the PROFESSIONAL which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The PROFESSIONAL agrees to maintain all books, records and reports required under this contract for a period of not less than five (5) years after final payment is made and all pending matters are closed.

13. PUBLIC RECORDS RETENTION

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

IF THE PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO

**THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT
352-728-9731, 501 W. MEADOW STREET, LEESBURG, FLORIDA 34748.**

14. CONTINGENT FEES PROHIBITED

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

15. OWNERSHIP OF DOCUMENTS

ALL DATA, SPECIFICATIONS, CALCULATIONS, ESTIMATES, PLANS, DRAWINGS, CONSTRUCTION documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the PROFESSIONAL (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the PROFESSIONAL shall in no way be liable or legally responsible to anyone for the CITY's use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the PROFESSIONAL.

16. INDEPENDENT CONTRACTOR

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

17. ASSIGNMENT

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

18. NO THIRD-PARTY BENEFICIARIES

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

19. JURISDICTION

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. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

20. CONTACT PERSON

The primary contact person under this Agreement for the PROFESSIONAL shall be Gary Phillips, AICP – Senior Project Manager (email: gphillips@halff.com). The primary contact person under this Agreement for the CITY shall be Cliff Kelsey, Public Works Director (email: cliff.kelsey@leesburgflorida.gov).

21. NOTICES

The primary contact person under this Agreement for each party is listed here. Contact person and information may be updated as needed by written, electronic mail is acceptable, communication to the other party. Notifying party shall receive confirmation the other party has received the change to the Contact Person.

To the PROFESSIONAL:

Halff Associates, Inc.

Attn: Gary Phillips, AICP

Senior Project Manager

902 North Sinclair Ave.

Tavares, FL 32778

Email: gphillips@halff.com

850-848-9423

To the CITY:

City of Leesburg

Attn: Mike Thornton, CPPO – Purchasing Manager

501 W. Meadow Street

Leesburg, FL 34748

22. APPROVAL OF PERSONNEL

Key Personnel: The City reserves the right to discontinue (terminate) when key personnel identified in the PROFESSIONAL's response to the original Request for Qualifications are not available. The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of PROFESSIONAL pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of PROFESSIONAL pursuant to this Agreement, CITY may require PROFESSIONAL assign a different person or persons be designated to be the contact person or to perform the PROFESSIONAL services hereunder.

23. EMPLOYMENT ELIGIBILITY

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

24. SUBCONTRACTORS

The CITY reserves the right to approve all subcontractors for services performed under this Agreement. Responsibility for the performance of the contract remains

with the PROFESSIONAL exclusively. Subcontractors may be added to this contract during the contract period only with prior written permission from the CITY.

25. DISCLOSURE OF CONFLICT

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

26. COUNTERPARTS

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

27. AUTHORITY TO OBLIGATE

Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

[Signature page follows]

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

HALFF ASSOCIATES, INC.

Title

THE CITY OF LEESBURG, FLORIDA

Mike Pederson, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form and content:

William Watson, City Attorney

Attachment A
TAV-LEE TRAIL FEE ESTIMATE

TASK	Staff Hour Cost Details																Subconsultant Services	Subconsultant Services	Subconsultant Services	Subconsultant Services	Subconsultant Services	Subconsultant Services		
	Project Principal		Sr. Project Manager		Professional Engineer		Senior Planner		Engineer Intern		Sr. CADD/ Graphic Designer		Clerical Support		Task Totals									
	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate	Staff Hours by Activity	Salary Cost by Activity								
		\$280.00		\$250.00		\$160.00		\$160.00		\$130.00		\$125.00		\$85.00										
Task 1 - ADMINISTRATION																	\$4,500.00							
1.1 Develop Project Schedule	-	\$0.00	2.0	\$500.00	-	-	6.0	\$960.00	2.0	\$260.00	2.0	\$250.00	2.0	\$170.00	14.0	\$2,140.00								
1.2 Attend Notice to Proceed/Project Overview Meeting	1.0	\$280.00	3.0	\$750.00	-	-	4.0	\$640.00	4.0	\$520.00	-	-	2.0	\$170.00	14.0	\$2,360.00								
1.3 Project Status Meeting	2.0	\$560.00	10.0	\$2,500.00	-	-	16.0	\$2,560.00	8.0	\$1,040.00	-	-	16.0	\$1,360.00	52.0	\$8,020.00								
1.4 FDOT/SWEPT Coordination	-	\$0.00	4.0	\$1,000.00	-	-	8.0	\$1,280.00	8.0	\$1,040.00	2.0	\$250.00	4.0	\$340.00	26.0	\$3,910.00								
Task 1 Total	3.0	\$840.00	19.0	\$4,750.00	0.0	0.0	34.0	\$5,440.00	22.0	\$2,860.00	4.0	\$500.00	24.0	\$2,040.00	106.0	\$16,430.00	\$5,000.00					\$2,500.00		
Task 2 - PUBLIC INVOLVEMENT																								
2.1 Develop Public Involvement Plan	-	\$0.00	1.0	\$250.00	-	-	8.0	\$1,280.00	2.0	\$260.00	1.0	\$125.00	2.0	\$170.00	14.0	\$2,085.00								
2.2 Public Information Meeting (Provide all support necessary to conduct meeting)	1.0	\$280.00	10.0	\$2,500.00	10.00	\$1,600.00	24.0	\$3,840.00	8.0	\$1,040.00	20.0	\$2,500.00	12.0	\$1,020.00	85.0	\$12,780.00								
2.3 Commissioner Public Hearing (Provide all support needed to conduct meeting)	1.0	\$280.00	10.0	\$2,500.00	10.00	\$1,600.00	28.0	\$4,480.00	8.0	\$1,040.00	20.0	\$2,500.00	10.0	\$850.00	87.0	\$13,250.00								
Task 2 Total	2.0	\$560.00	21.0	\$5,250.00	20.0	\$3,200.00	60.0	\$9,600.00	18.0	\$2,340.00	41.0	\$5,125.00	24.0	\$2,040.00	186.0	\$28,115.00	\$2,095.00							
Task 3 - DATA COLLECTION																								
3.1 Aerial Photography/Base Maps	-	\$0.00	1.0	\$250.00	4.0	\$640.00	4.0	\$640.00	12.0	\$1,560.00	8.0	\$1,000.00	4.0	\$340.00	33.0	\$4,430.00								
3.2 Existing Characteristics	-	\$0.00	1.0	\$250.00	8.0	\$1,280.00	16.0	\$2,560.00	16.0	\$2,080.00	12.0	\$1,500.00	8.0	\$680.00	61.0	\$8,350.00								
3.3 Utilities	-	\$0.00	1.0	\$250.00	2.0	\$320.00	4.0	\$640.00	4.0	\$520.00	4.0	\$500.00	1.0	\$85.00	16.0	\$2,315.00								
3.4 Railroads	-	\$0.00	1.0	\$250.00	2.0	\$320.00	4.0	\$640.00	4.0	\$520.00	2.0	\$250.00	1.0	\$85.00	14.0	\$2,065.00								
3.5 Soil Survey and Geotechnical Data	-	\$0.00		\$0.00	2.0	\$320.00	4.0	\$640.00	4.0	\$520.00	2.0	\$250.00	1.0	\$85.00	13.0	\$1,815.00								
3.6 Previously Completed Surveys, Reports and Plans	-	\$0.00	2.0	\$500.00	4.0	\$640.00	8.0	\$1,280.00	16.0	\$2,080.00	8.0	\$1,000.00	2.0	\$170.00	40.0	\$5,670.00								
Task 3 Total	0.0	\$0.00	6.0	\$1,500.00	22.0	\$3,520.00	40.0	\$6,400.00	56.0	\$7,280.00	36.0	\$4,500.00	17.00	\$1,445.00	177.0	\$24,645.00								
Task 4 - LAND USE PLANS																								
4.1 Collect Land Use Information	-	\$0.00	2.0	\$500.00	-	-	8.0	\$1,280.00	6.0	\$780.00	4.0	\$500.00	2.0	\$170.00	22.0	\$3,230.00								
4.2 Identify locations where ROW could be dedicated to the Project		\$0.00	2.0	\$500.00	2.0	-	6.0	\$960.00	8.0	\$1,040.00	4.0	\$500.00	2.0	\$170.00	24.0	\$3,170.00								
Task 4 Total	0.0	\$0.00	4.0	\$1,000.00	2.0	\$0.00	14.0	\$2,240.00	14.0	\$1,820.00	8.0	\$1,000.00	4.0	\$340.00	46.0	\$6,400.00	\$8,496.00	\$23,959.50	\$6,825.00	\$7,000.00	\$3,500.00			
Task 5 - ENVIRONMENTAL AND ENGINEERING ANSLYSIS																								
5.1 Archaeological and Historic Resources (CRAS)	-	-	2.0	\$500.00	-	-	-	-	-	-	-	-	-	-	2.0	\$500.00								
5.2 Section 4(f)	-	-	1.0	\$250.00	-	-	-	-	-	-	-	-	-	-	1.0	\$250.00								
5.3 Sociocultural Effects Evaluation	-	-	2.0	\$500.00	-	-	-	-	-	-	-	-	-	-	2.0	\$500.00								
5.4 Hydraulic and Natural Features	-	-	1.0	\$250.00	-	-	-	-	-	-	-	-	-	-	1.0	\$250.00								
5.5 Threatened and Endangered Species	-	-	1.0	\$250.00	-	-	-	-	-	-	-	-	-	-	1.0	\$250.00								
5.6 Contamination Screening Evaluation Report	-	-	1.0	\$250.00	-	-	-	-	-	-	-	-	-	-	1.0	\$250.00								
5.7 Update Preliminary Engineering Report	2.0	\$560.00	10.0	\$2,500.00	20.0	\$3,200.00	30.0	\$3,900.00	145.0	\$18,850.00	24.0	\$3,000.00	28.0	\$2,380.00	259.0	\$34,390.00								
Task 5 Total	2.0	\$560.00	18.0	\$4,500.00	20.0	\$3,200.00	30.0	\$3,900.00	145.0	\$18,850.00	24.0	3,000.00	28.0	\$2,380.00	267.0	\$36,390.00								
														Halff Totals	782.0	\$111,980.00	\$17,996.00	\$23,959.50	\$8,920.00		\$7,000.00		\$3,500.00	\$2,500.00
														Kimley-Horn Totals	136.0	\$17,996.00								
														ACI Totals	445.0	\$23,959.50								
														Andreyev Totals	54.0	\$8,920.00								
														VCI Totals	45.0	\$7,000.00								
														Pritchard Totals	24.0	\$3,500.00								
														Wettstein Totals	18.0	\$2,500.00								
																TOTAL FEE		\$175,855.50						

SCOPE OF WORK

SW-1. PURPOSE AND INTENT

The City of Leesburg (CITY) completed a Project Development and Environment (PD&E) study, referred to as a Type 1 Categorical Exclusion (CE), which included a Preliminary Engineering Report (PER) in September 2006. The Type 1 Categorical Exclusion was approved by FDOT District Five on December 26, 2006. The PER covered the Leesburg-Wildwood Trail, Gardenia Trail, Fountain Lake Trail, Tav-Lee Trail Phase II. All trail sections except the Tav-Lee Trail Phase II have been completed. This Request for Qualifications is issued to contract with a Firm to update the 2006 previous PD&E for Tav-Lee Trail Phase II. The CITY will use this PD&E as a means to apply for construction funding.

The Tav-Lee Trail begins at Canal Street and follows a route that is adjacent to US 441 on the north side, until it reaches Bentley Road just past Herlong Park. The Tav-Lee Trail Phase is generally divided into two sections for the purpose of this study. Section 1 begins at the intersection of US 441 with Canal Street at Station 0+00 and ends at CR44/Sleepy Hollow Road at Station 145+00. Section 2 begins at CR 44/Sleepy Hollow Road (Station 145+00) and ends at the end of the project near Lakes Boulevard (Station 350+50).

The purpose of this environmental re-evaluation is to conduct a review of proposed change(s) in action, affected environment, anticipated impact, applicable requirements, or mitigation measure as they relate to the original environmental document. This environmental re-evaluation will document the changes that have occurred since the originally approved Type 1 CE, including changes in the design, project limits, project scope, new or modified laws and regulations, circumstances or project area changes, or any other new information affecting the project.

The CONSULTANT shall review and become familiar with Project documents and materials that have been prepared prior to the PD&E phase. The CONSULTANT shall also review concepts and reports (e.g., typical sections, alignments, planning reports) developed from prior planning studies to adequately address potential resources of concern to this Project.

SW-2. MINIMUM BIDDER QUALIFICATIONS

All Respondents must meet the following qualifications in order to be on the aforementioned project. All submittals that do not meet the following minimum qualifications may be rejected.

- A. Responses will only be considered from firms that are REGULARLY ENGAGED in business of performing the services requested in this solicitation, who have verifiable evidence of a consistent satisfactory record of performance.
- B. Responses will only be accepted by those prequalified in FDOT Work Group Section 2.0 Project Development and Environmental (PD&E) Studies. The CONSULTANT shall perform those services required for PD&E studies, including consideration of all social and environmental effects, along with the required environmental documents, a Section 106 process with a Cultural

Resource Assessment Survey (CRAS), engineering reports, public involvement, hearings, and any additional information needed to meet federal NEPA standards.

SW-3. SCOPE OF WORK/SERVICES

The Scope of Services defines the Project tasks to be performed consistent with the FDOT's PD&E Manual and other pertinent manuals.

The Project development process and all tasks identified in this Scope of Services must follow the guidance provided in the FDOT's current version of the PD&E Manual. As discussed in Part 1, Chapter 1, of the PD&E Manual, the PD&E Manual satisfies state and federal processes and incorporates the requirements of the National Environmental Policy Act (NEPA), federal law, regulations, and Executive Orders included in the FHWA Federal-Aid Policy Guide, and applicable state laws and regulations including Section 339.155 of the Florida Statutes and Rule Chapter 14 of the Florida Administrative Code. As such, Project documents prepared by the CONSULTANT must comply with all applicable state and federal laws, regulations, and Executive Orders.

The CONSULTANT must demonstrate good project management practices while working on this Project, including effective communication with the CITY and others as necessary, effective management of time and resources, and quality of documentation. Throughout the PD&E Study, the CONSULTANT shall set up and maintain a contract file in accordance with standard procedures. The CONSULTANT and any SUB-CONSULTANTS are expected to know the laws and rules governing their profession and are expected to provide professional services in accordance with current and applicable regulations, codes, ordinances, and standards.

The CITY will provide contract administration and management, as well as technical reviews of all work associated with the development of this Project and performed under this Scope of Services. The CITY'S technical reviews will focus on high-level conformance and are not meant to substitute CONSULTANT quality reviews of deliverables. The CONSULTANT is fully responsible for all work performed and work products developed under this Scope of Services.

SW-4. CONSULTANT TASKS

ADMINISTRATION

A. Attend Notice to Proceed / Project Overview Meeting

The CONSULTANT will prepare for and attend a Notice to Proceed Meeting or internal Project Overview Meeting with the Project Manager. CITY staff and key members of the consulting team will set the final parameters for the project and formally initiate the study.

B. Project Status Meetings

The appropriate members of the consulting team will attend periodic meetings with the Project Manager and staff to discuss project progress and status and

upcoming events and activities. The purpose of these meetings is to maintain clear communication between the CITY and the project team. The CONSULTANT shall prepare and distribute meeting minutes following each of these meetings.

C. Project Schedule

The CONSULTANT will submit a detailed project schedule identifying major tasks, their duration and task relationships. An electronic submittal, compatible with Microsoft (MS) Project, is also required.

PUBLIC INVOLVEMENT

A. Public Involvement Plan

The CONSULTANT shall prepare a Public Involvement Plan (PIP) and submit it to the CITY's Project Manager for review and approval. The PIP will delineate the CONSULTANT's efforts to inform and involve the citizens of the CITY, the appropriate state and local agencies, and the responsible appointed and elected public officials in the project planning, review and approval process.

B. Public Information Meeting

The CONSULTANT will prepare for and conduct the following meeting:
Public Information Meeting on the Preferred Improvement –The purpose of this meeting will be to present the preferred Improvement Concept to the public for review and comment prior to presentation to the City Commissioners. The consulting team will present the preferred improvement concept to the public and respond to their questions and comments.

The CONSULTANT will conduct the public information meeting for the CITY and will ensure an adequate number of personnel are present in addition to the CITY staff. The CONSULTANT shall be responsible for all presentation and handout materials, as directed by the CITY, and will provide a summary of each meeting. The CONSULTANT will prepare written responses to all questions not adequately addressed at the meetings and will provide follow-up information necessary to adequately respond to the public's comments and questions.

C. Commissioners Public Hearing

The CONSULTANT shall provide all support necessary for the CITY to conduct a Final Public Hearing on the preferred alternative. The CONSULTANT will provide an aerial photo of the corridor in digital format. The CONSULTANT will prepare a Power Point presentation for the City Commission Meeting/ Public Hearing.

QUALITY CONTROL

The CONSULTANT shall be responsible for verifying that all work products conform to the FDOT standards and criteria for PD&E studies in conformity to the PD&E Manual and direction provided by the FDOT and the CITY.

This shall be accomplished through an internal Quality Control (QC) process performed by the CONSULTANT. This QC process shall make certain that quality is achieved through checking, reviewing, and surveillance of work activities by objective and qualified individuals who were not directly responsible for performing the initial work.

The Quality Control Plan shall include the proposed method or process of providing Quality Control for all work products, and shall identify the products to be reviewed, the personnel who perform the reviews, and the method of documentation.

TYPE 1 CATEGORICAL EXCLUSION PROJECTS

Type 1 CE updates or changes are not documented on the Re-evaluation Form, but rather through re-submittal of the Type 1 Categorical Exclusion Checklist in FDOT's Statewide Environmental Project Tracking (SWEPT). The Type 1 Categorical Exclusion Checklist, provided as a visual in Part 1, Chapter 2, Class of Action Determination for Federal Projects, will be reviewed and updated since the completion and approval of the last Type 1 Categorical Exclusion Checklist. The completion of the checklist is documented in the Status of Environmental Certification for Federal Projects in SWEPT which provides the FDOT District Five Environmental Office's clearance for the project to advance to the next phase. The Status of Environmental Certification for Federal Project is sent to the District Five Federal-Aid Coordinator.

DATA COLLECTION

The CONSULTANT shall review the information already collected as part of the "Preliminary Engineering Report" and any other project documents and materials that have been prepared prior to this PD&E phase, the consulting team will begin collecting engineering, drainage, hydraulic, and environmental data necessary to further evaluate.

The CONSULTANT will maximize the use of existing information available from State, regional, local agencies, private sources, and its own files. Examples include the Programming Screen Summary Report, Concept Reports, previously completed planning products, listed species reports, Florida Department of Environmental Protection OCULUS Electronic Document Management System, and other sources as appropriate.

A. Aerial Photography/Base Maps

The CONSULTANT will prepare scale verified aerial based raster image maps. This photography will be used to present the master drainage basins, the preferred trail concept, right-of-way requirements and any other required information. The CONSULTANT will prepare the aerial photography suitable for public display. This will be used to present the overall project concept and the final preferred alternative to the public at the various public meetings.

B. Existing Characteristics

The CONSULTANT will conduct field investigations to collect all pertinent existing field information necessary to re-evaluate the preferred alternative(s). The existing data will be compiled, documented and mapped on the aerial photography base maps for presentations.

C. Utilities

The CONSULTANT will identify the following existing and proposed utilities that may influence location and design consideration:

- Overhead transmission lines, microwave towers, etc.
- Underground water, gas, sanitary sewer, force mains, power cables, fiber, etc.

It is the responsibility of the CONSULTANT to determine the final list of Utility Agency Owners (UAO) within the project area.

D. Railroads

The CONSULTANT will coordinate with Lake County, the CITY and FDOT Railroad Coordinator, as necessary.

E. Soil Survey and Geotechnical Data

The CONSULTANT will review existing soil maps and available geotechnical information for the study area and prepare a desk-top level technical memorandum.

F. Previously Completed Surveys, Reports, Plans

- Previously completed surveys, maps and as-builts within or adjacent to the project limits will be requested from FDOT, the CITY and Lake County. Provided surveys will be reviewed by the CONSULTANT and used for reference during the conceptual rendering of the preferred alternative.
- Previously completed reports and planning documents relevant to the project will be requested from FDOT, the CITY and Lake County. Provided reports will be reviewed by the CONSULTANT and relevant information will be utilized for the project.

LAND USE PLANS

The CONSULTANT shall collect all land use information (existing and future) necessary to develop and evaluate a reasonable range of alternative trail improvements and to identify locations where right-of-way could potentially be dedicated for the trail improvement. Information to be collected will include future land use plans, proposed development plans, zoning regulations, CITY's Comprehensive Policy Plan, and preliminary and final plats. The CONSULTANT will map pertinent information on the aerial base maps.

ENVIRONMENTAL AND ENGINEERING ANALYSIS

CONSULTANT activities to conduct and prepare environmental analysis and reports shall be done under the direction of the CITY's Project Manager. The

CONSULTANT will collect pertinent environmental data, conduct analyses, and document the results of this analysis within technical reports or memoranda. The analyses and reporting will be performed and presented in accordance with the procedures in the PD&E Manual. Wherever appropriate the CONSULTANT will describe proposed measures to avoid, minimize, or mitigate project impacts on the environmental issues. Additionally, the CONSULTANT will summarize results of the environmental analysis in the Environmental Document or Technical Memoranda. The CONSULTANT must verify and record in the Environmental Document any environmental resource that is identified as “No Involvement”.

A. Archaeological and Historic Resources

The CONSULTANT shall implement a Cultural Resources study to analyze the impacts to all cultural resources by all proposed alternatives, not including ponds. All work will conform to the specifications set forth in Chapter 1A-46, Florida Administrative Code (FAC), Chapter 267, *Florida Statutes (FS)*, as well as the Florida Department of Transportation’s Project Development and Environment Manual. Principal Investigators meet the Secretary of the Interiors Historic Preservation Professional Qualification Standards (48 FR 44716) for archaeology, history, architecture, architectural history, or historic architecture.

Field Work – As part of the Cultural Resource Assessment Survey (CRAS), the CONSULTANT will conduct an archaeological field survey that consists of a visual reconnaissance of the selected alternative and then excavate the appropriate number of test pits. In addition, the CONSULTANT will conduct a historic filed survey to identify all historic resources within the APE, both previously recorded and newly identified. Enough data will be collected to document each site’s significance in terms of eligibility for listing on the National Register of Historic Places (NRHP). No resources adjacent to the APE will be updated, recorded, or evaluated.

Documentation – The CRAS report shall be prepared with appropriate documentation detailing the results of the survey and final assessments of resource significance, including a FMSF form for all newly identified and updated previously recorded resources within the APE

[Optional Services] If any NRHP eligible resources are found during the CRAS and the project plans to utilize federal dollars or permits, then a Section 106 Case Study Report may be required to document the effects on the historic resource(s). Additional hours would be required.

B. Section 4(f)

Section 4(f) – The CONSULTANT will confirm the applicability of Section 4(f) to this project. A determination of applicability (DOA) will be required to determine whether the identified resources qualify as designated Section 4(f)s site. This research involves field reviews, interviews with Officials with Jurisdiction (OWJ) over the resource, review of FDOT Geographic Information System (GIS) databases, current management plans, and property appraiser

websites to determine boundaries. Once this research determines that the resource is considered to be a Section 4(f) resource under 23 CFR 774.117, an evaluation of project alternative(s) is conducted to determine whether there is a use of that resource within the meaning of Section 4(f). Often times on transportation projects, either there is no use of the resource or the action qualifies as an exception or an exemption to Section 4(f) regulations, in which an Exception/Exemption form will be prepared. This form is typically prepared on projects where a trail or sidewalk is constructed within a park or recreation area, and it serves as an enhancement to the Section 4(f) resource.

C. Sociocultural Effects Evaluation

The sociocultural effects (SCE) evaluation for the project will examine the potential for project-related social, economic, land use change, mobility, aesthetic, and relocation potential effects. This task includes the collection of population and community resources data, and preparing a Community Characteristics Inventory report which will include mapping from FDOT's Environmental Screening Tool and other agency sources.

The evaluation will direct attention to the potential for any disproportionate adverse impacts to minority, low-income, and other vulnerable populations as a result of the project in accordance with Executive Order 12898 on Environmental Justice, Title VI of the Civil Rights Act, and other applicable nondiscrimination laws and policies. If potential sociocultural effects are identified, the affected communities will be engaged through the public involvement process in assessing the extent and severity of effects and developing context-sensitive solutions.

This information will be documented in the Sociocultural Effects Evaluation Report.

D. Hydraulic and Natural Features

The CONSULTANT will review existing information to identify significant hydraulic and natural features found within the study area. The CONSULTANT will supplement documented information with field reviews of the study area. Information to be documented will, at a minimum, including wetlands, floodplains and floodways, and drainage outfalls.

The CONSULTANT will document, in report and map format, all information that may influence the location and evaluation of alternated improvement concepts. The CONSULTANT will also collect permit-related information on sites that may require environmental resource permits, dredge and fill permits, water quality permits or Stormwater discharge permits. This activity will include identifying all relative permitting agencies and all existing permits and their conditions.

E. Threatened and Endangered Species

The CONSULTANT will review existing information to determine the potential presence of threatened or endangered plant and animal species within the study area. The CONSULTANT will supplement documented information with field reviews of the study area. The CONSULTANT will document in report and map format all information that may influence the location and evaluation of alternative improvement concepts.

F. Contamination/Hazardous Material Sites

A Contamination Screening Evaluation Report (CSER) will be prepared. The CONSULTANT will review available records to identify sites with documented or possible undocumented contamination and the potential for soil contamination. To supplement this recorded information, the CONSULTANT will perform a field review of the study area to identify non-reported sites that may potentially be contaminated with hazardous materials. The contamination data and analysis activities will be documented within the report.

G. Preliminary Engineering Report (PER)

The original PER dated September 2006 will be updated to incorporate any changes that have occurred since the originally approved Type 1 CE, including changes in the design, project limits, project scope, new or modified laws and regulations, circumstances or project area changes, any other new information affecting the project.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: June 27, 2022

From: Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Consent to Sublease between the City of Leesburg, Blackbird Aviation Building, LLC, ("Lessee") and Executive Global Transportation Services, Inc. ("Sublessee"); and providing an effective date.

Staff Recommendation:

Staff recommends approval of the Lessor Consent to Sublease.

Analysis:

Blackbird Aviation Building, LLC wishes to sublease a portion of the leased premises located at 8600 Airport Blvd, specifically 50% of the total building, the southernmost half, consisting of approximately 70' x 70' hangar space with a mezzanine of approximately 2,300 square feet.

The primary lease between the City and Blackbird Aviation Building, LLC, requires Lessor's consent to any sublease or assignment.

Executive Global Transportation Services, Inc. is a transportation brokerage, arranging shipping for a variety of customers nationwide. They have been operating since 2008, and are headquartered in Casselberry, FL. Dr. Wiley K. Graydon, IV, President/CEO of the company will utilize the hangar for corporate jet storage and the mezzanine for office space. This is an approved use per the primary lease.

The Airport Advisory Board reviewed the Sublease and Lessor Consent to Sublease documents at the June 9, 2022 meeting and unanimously recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the Lessor Consent to Sublease; or,
2. Such alternative as the Commission may deem appropriate.

Fiscal Impact:

None

Submission Date and Time: 6/22/2022 4:34:50 PM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
CONSENT TO SUBLEASE BETWEEN THE CITY OF LEESBURG,
BLACKBIRD AVIATION BUILDING, LLC, ("LESSEE") AND EXECUTIVE
GLOBAL TRANSPORTATION SERVICES, INC. ("SUBLESSEE"); 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 Lessor Consent to Sublease agreement with Blackbird Aviation Building, LLC, whose address is 8600 Airport Blvd, Leesburg, FL 34788.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 27th day of June 2022.

Mayor

ATTEST:

City Clerk

LESSOR CONSENT TO SUBLEASE

THIS LESSOR CONSENT TO SUBLEASE ("Consent"), dated this ____ day of _____ 2022, is between **CITY OF LEESBURG**, a Florida Municipal corporation ("Lessor"), **BLACKBIRD AVIATION BUILDING LLC**, ("Lessee") **EXECUTIVE GLOBAL TRANSPORTATION SERVICES, INC.** ("Sublessee").

RECITALS:

WHEREAS, on October 14, 2013, Lessor and Lessee entered into a Lease Agreement, as amended by First Amendment to Lease dated October 27, 2014 (the "Primary Lease"), for the lease of property consisting of 36,211 square feet located at 8600 Airport Blvd., Leesburg, Florida at the Leesburg International Airport and more particularly described in Exhibit "A" which was attached to and incorporated into the Primary Lease (the "Leased Premises"); and

WHEREAS, Lessee and Sublessee entered into a Sublease (the "Sublease"), dated May 6, 2022, pursuant to which Lessee subleased to Sublessee a portion of the Leased Premises consisting of Hanger Space of approximately 70' x 70' with mezzanine of approximately 2,300 SF being 50% of the total building, specifically the southernmost half, closest to the runway (the "Subleased Premises"); and

WHEREAS, the Primary Lease requires Lessor's consent to any sublease or assignment and Lessee has requested that Lessor consent to Lessee subletting the Subleased Premises to Sublessee pursuant to the Sublease; and

WHEREAS, Lessor desires to grant its express consent and permission to the Sublease, subject to the terms, conditions, and provisions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and are expressly incorporated herein by this reference.

2. **Consent to Sublease and Sublease Term.** Subject to the terms and conditions hereof, Lessor hereby consents to the Sublease. A true and correct copy of the Sublease is attached hereto as Exhibit "A". The parties hereto acknowledge that the term of the Sublease expires on June 30, 2023, unless sooner terminated. The parties acknowledge that any extension of the Sublease term is subject to further approval and consent of Lessor.

3. **Sublease Subject and Subordinate to Primary Lease.** The Sublease shall be subject and subordinate always to the Primary Lease. In the case of any conflict between the

provisions of the Primary Lease and the provisions of the Sublease, the provisions of the Primary Lease shall govern.

4. **Lessee Not Released.** Neither the Sublease nor this Consent shall release or discharge the Lessee from any covenants, duties, agreements, or liabilities under the Primary Lease. Tenant shall remain liable and responsible for the full performance and observance of all the provisions, covenants, and conditions set forth in the Primary Lease on the part of Lessee to be performed or observed. Any breach or violation of any provisions of the Primary Lease by Sublessee shall be deemed and shall constitute a default by Lessee.

5. **Consent Limited to Subletting.** This Consent shall be deemed to be limited solely to the subletting of the Subleased Premises by Lessee to Sublessee pursuant to the Sublease. Lessor expressly reserves all rights under the Primary Lease, including, but not limited to, the right to consent to or withhold consent with respect to any other matters in the Primary Lease, including, without limitation, any proposed alterations to the Leased Premises or the Subleased Premises or any further subletting either by Lessee or Sublessee.

6. **Indemnification.** In consideration for Lessor's consent to the Sublease, Sublessee shall indemnify, defend, save, and hold Lessor harmless from any against any and all claims, demand, liabilities, losses, damages, costs, and/or expenses arising out of or related to the Sublease and/or Sublessee's use, possession, or occupation of the Leased Premises or Subleased Premises. Lessee expressly agrees and acknowledges that its indemnification obligations under the Primary Lease shall also extend to any and all claims, demand, liabilities, losses, damages, costs, and/or expenses arising out of or related to the Sublease and/or Sublessee's use, possession, or occupation of the Leased Premises or Subleased Premises.

7. **Termination of Primary Lease.** If at any time prior to the expiration or termination of the Sublease the Primary Lease shall expire or terminate for any reason, the Sublease shall automatically and simultaneously terminate. Nothing herein is intended to alter the notice requirements applicable to Lessor under the Primary Lease. Under no circumstances shall Lessor be obligated to furnish notice of any default or termination to Sublessee.

8. **Conditions to Consent to Sublease.** The Sublease and this Consent shall not be valid, and Sublessee shall not take possession of the Subleased Premises until Lessor's receipt of a certificate of Sublessee's insurance, in form and substance requested by Section 2(H) of the Sublease. All parties acknowledge that this Consent is expressly subject to approval of the City Commission of the City of Leesburg.

9. **Governing Law.** This Consent shall be governed by and construed in accordance with the laws of the State of Florida.

10. **Counterparts.** To facilitate execution, this instrument may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all parties be contained in any one counterpart hereof. Additionally, the parties hereto

hereby covenant and agree that, for purposes of facilitating the execution of this instrument: (i) the signature pages taken from separate individually executed counterparts of this instrument may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature shall be deemed to be an original signature for all purposes. All executed counterparts of this instrument shall be deemed to be originals, but all such counterparts, when taken together, shall constitute one and the same agreement.

11. **Ratification and Confirmation.** Except as amended or modified pursuant to this Consent, Lessor, Lessee, and Sublessee hereby ratify and confirm all other terms, conditions, and provisions of the Primary Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Consent to Sublease as of the date first written above.

(Signature block on following page)

LESSOR:
CITY OF LEESBURG,
a Florida municipal corporation

LESSEE:
BLACKBIRD AVIATION BUILDING, LLC
a Florida limited liability company

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

SUBLESSEE:
EXECUTIVE GLOBAL TRANSPORTATION
SERVICES, INC., a Florida corporation

By: _____
Print Name: _____
Title: _____

SUBLEASE

THIS SUBLEASE made this 6th day of May, 2022, by and between Blackbird Aviation Building LLC, 8600 Airport Blvd, Leesburg 34788, Florida, hereinafter called "Lessor", and Executive Global, Transportation Services, Inc., a Florida corporation, having its principal place of business at 1490 Sunshadow Drive, Suite 2020, Casselberry, Florida 32707, hereinafter called "Lessee."

WITNESSETH:

That in consideration of the mutual covenants herein contained on the part of the Lessor and the Lessee, the Lessor does hereby lease and demise to the Lessee the following described property, situated, lying and being in Lake County, Florida, to-wit:

Hangar Space of approximately 70' x 70' with mezzanine of approximately 2,300 SF. being 50% of the total building, specifically the southernmost half, closest to the runway, of a building located at 8600 Airport Blvd, Leesburg Airport in Leesburg, FL ("Leased Premises").

Length of Lease Term. Lessor leases the Leased Premises to Lessee for a term of one (1) year, commencing on July 1 (the "Commencement Date"), continuing until midnight June 30, 2023. Thereafter, there is an option to purchase the premise for 850000 USD. The OTP must be decided and confirmed until midnight end of February 2023. Unless Lessee notifies Lessor in writing prior to the expiration of the then current term that Lessee elects not to extend the term of the Lease. Notwithstanding the foregoing, Lessor or Lessee shall have the right to terminate the Lease for convenience and without cause upon ninety (90) days prior written notice to the other party.

1. Rent

A. Lessee shall pay to Lessor rent in the amount of \$3,800 per month ("Rent"), payable every month at the 1st of the month. On each anniversary of the Commencement Date during the term of this Lease, the Rent shall be increased by an amount equal to two percent (2%) of the Rent amount for the previous month. Rent shall be paid to Blackbird Aviation Building, LLC, 8600 Airport Blvd., Leesburg, FL. In addition to the foregoing, Lessee shall pay the applicable sales tax, if any, imposed on payments of Rent.

B. On or before July 1, 2022, Lessee shall deposit with Lessor the sum of \$11,400 ("Security Deposit"),

which shall be held by Lessor, without obligation for interest or segregation, as security for performance of Lessee's covenants and obligations under this Lease. Upon occurrence of any default by Lessee, Lessor may use such fund to make good any Rent arrearage or any other damage, injury, expense or liability caused by such default. Any remaining balance of such Security Deposit shall be returned by Lessor to Lessee no later than thirty (30) days from the date of expiration or earlier termination of this Lease.

2. Lessee's Covenants

- A. Lessee shall use the Leased Premises for aircraft storage, in compliance with all local, state and federal ordinances, laws, rules and regulations, including Lessor's lease with the City of Leesburg, whether now in force or hereafter



enacted or amended. Lessor shall consent to any amendment of the lease with the City of Leesburg which will adversely effect Lessee's use of or access to the Premises. Lessee shall make no unlawful or offensive use of the Leased Premises, nor shall any industrial use be made thereof, nor shall any activity be carried on at the Leased Premises which constitutes a nuisance to surrounding property. Except as necessary in conjunction with permitted uses, Lessee shall not allow the production, use, handling or storage, of dangerous or toxic chemicals or substances (other than aircraft fuel and lubricants commonly utilized in aircraft, while stored within the tanks or containers designed for such storage aboard the aircraft itself), machines or equipment causing excessive noise or dust particles or anything else of any nature whatsoever which would be injurious to the building or property.

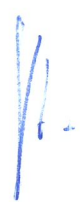
B Lessee shall not make any unlawful use of the Leased Premises, nor permit same or any part thereof to be so used.

C. Lease may not be assigned by Lessee, nor may Lessee sublet the Leased Premises either in whole or in part, without prior written permission from Lessor and the City of Leesburg, which may not be withheld unreasonably so long as no default exists hereunder, provided that no change in use is made and the assignment will not violate any other agreements by the City of Leesburg; provided, however, that Lessee may, without the prior consent of the Lessor, assign all of its rights under this Lease to (i) a parent, subsidiary, or affiliate, (ii) a purchaser of all or substantially all assets related to this Lease, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which Lessee is participating. If the Lease is assigned to any person or entity pursuant to the provision of Title 11, (the Bankruptcy Code), any and all consideration payable or otherwise to be delivered in connection with any such assignment shall be paid and delivered to Lessor, to be and remain the exclusive property of Lessor and shall not constitute property of the Lessee or of the estate of Lessee within the meaning of the Bankruptcy Code. Any such consideration not paid or delivered to Lessor as provided above shall be held in trust by the recipient for the benefit of Lessor and shall be promptly paid and delivered to Lessor. Any assignee under the Bankruptcy Code shall be deemed, by having received such assignment and without further act or deed, to have assumed all of the obligations of Lessee arising under the Lease, from and after the date of such assignment. Upon demand by Lessor and the City of Leesburg, any such assignee shall execute and deliver to Lessor an instrument confirming such assumption.

D. Lessee shall at the termination of the lease, for whatever reason, quietly and peacefully surrender and deliver the Leased Premises and every part thereof to Lessor, including all improvements thereon, cleaned and in as good a state and condition as received at the beginning of the lease term, ordinary wear and tear excepted. Lessor shall inspect the Leased Premises upon Lessee's delivery of the same, and Lessor shall advise Lessee whether the condition of the Leased Premises is acceptable to Lessor.

E. Lessee shall keep and maintain, at its own cost, during the continuance of the Lease, all of said Leased Premises and property, excluding those items set forth in Section 3(C) below which are Lessor's obligations, in good clean condition, ordinary wear and tear excepted, and shall provide and pay for all general repairs and maintenance in or on the said Leased Premises. Lessee shall not suffer or permit any waste or strip of the said Leased Premises.

F. Lessee shall pay all charges for electricity, water and/or other utilities used



on or in connection with the Leased Premises.

- G. Lessee agrees to indemnify and save Lessor harmless from and against any and all claims, liabilities, losses, damages, costs, or expenses (including reasonable attorneys' fees) that Lessor may sustain to the extent arising out of any injury to any person or damage to or loss of any property (a) caused by or arising out of the negligence or willful misconduct on the part of Lessee or Lessee's employees, agents or contractors, on, in, or about the Leased Premises or other common areas of the Leased Premises except to the extent any of the foregoing is caused by the negligence or willful misconduct of Lessor, its employees, agents or contractors, or (b) caused by or arising out of any breach or default by Lessee in the performance of its obligations and covenants under this Lease beyond applicable periods of notice and cure. Lessor agrees to indemnify and save Lessee harmless from and against any and all claims, liabilities, losses, damages, costs, or expenses (including reasonable attorneys' fees) that Lessee may sustain to the extent arising out of any injury to any person or damage to or loss of any property (a) occurring in the common areas of the Premises to the extent not caused by Lessee, (b) caused by or arising out of the negligence or willful misconduct of Lessor, its employees, agents or contractors or (c) caused by or arising out of any breach or default by Lessor in the performance of its obligations and covenants under this Lease beyond applicable periods of notice and cure.
- H. Lessee shall at its expense procure, and maintain in force throughout the term of the Lease: (i) personal injury and public liability insurance in the amount of \$1,000,000.00 per occurrence including death, personal injury showing Lessor and City of Leesburg as an additional insured, and (ii) property damage coverage, showing Lessor and City of Leesburg as a named insured, (ii) property insurance on all personal property owned by Lessee. Proof of such insurance shall be provided to Lessor and City of Leesburg upon request during the term of the Lease. Lessee shall also procure and maintain any additional insurance coverage which may now or hereafter be reasonably required by any rules or regulations adopted by the City of Leesburg and applicable to all airport tenants. The insurance policy or policies shall name Lessor and Lessee as insured parties, as their interests may appear. Prior to occupancy of the Leased Premises, the Lessee shall provide the Lessor with a certificate showing proof of insurance as provided for in this paragraph, and within thirty (30) days of occupancy the Lessee shall deliver to Lessor the original or duplicate policies or certificates of insurance evidencing the renewal of such insurance, and requiring 10 days written notice of any cancellation or non-renewal of this Insurance.
- I. In no event shall either Party, its employees, agents, or contractors be liable under this Lease to the other Party or any third party, for any consequential, incidental, indirect, exemplary, special or punitive damages, including any damages for business interruption, loss of use, revenue or profit, whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damages were foreseeable and whether or not either Party was advised of the possibility of such damages.

3. Lessor's Covenants

- A. Lessee acknowledges that the City of Leesburg, Florida is the underlying fee simple title holder of the land, and Lessor is occupying the land and



improving the same pursuant to an underlying land lease, and Lessee's leasehold interest is subordinate and subject to the rights and interest of the City of Leesburg.

- B. Lessor hereby covenants and agrees that the continuous' performance by the Lessee of each and every, all and singular, of the covenants, conditions, stipulations and agreements hereinabove and hereinafter set forth on the part of the Lessee to be kept and performed, the Lessee may quietly and peacefully have, hold, possess, and enjoy all and singular the above described premises during the aforesaid term of this Lease without any interruption by the Lessor or any other person whomsoever, claiming by, through or under it.
- C. Lessor will maintain the structural aspects, exterior, hangar doors, and landscaping of the building located on the Leased Premises. Lessor represents and warrants that the HVAC system serving the Leased Premises is in good working order and condition as of the Commencement Date and will remain in good working order and condition for the first six (6) months of the term of the Lease.

4. Further Covenants, Conditions, Stipulations and Agreement

- A. If Lessee shall fail to pay to Lessor any sum of money or any part thereof, herein specified or otherwise owed to Lessor, and the same shall remain unpaid for thirty (30) days, or if Lessee shall fail to comply with or abide by any of the provisions or stipulations in the lease on its part, and such default continues for thirty (30) days after written notice to Lessee, or such additional period of time if the default cannot reasonably be cured in such 30-day period so long as Lessee commenced the cure within such 30-day period and diligently pursues the same to completion, Lessor may exercise anyone or more of the following remedies:
 - i. Lessor may terminate this agreement and may reenter and take possession of the Leased Premises.
 - ii. Lessor may reenter and take possession of the Leased Premises and sublet the same for the account of the Lessee, applying all rents received by him as the result of any such subletting to the credit of Lessee on all rents thereafter accruing, but such reentry and subletting by Lessor shall not relieve Lessee of his obligation to pay the rents herein provided for, but Lessee shall remain liable therefore and shall pay to Lessor as and the installments of rent herein provided for shall become due, the difference between the rent herein agreed to be paid by Lessee and the rent received by Lessor as a result of such subletting or the rent Lessor would have received if it had used commercially reasonable efforts to relet the Leased Premises.
- B. The Lessor, or its agents, may, with 24 hours written notice, enter to view the Leased Premises. At any reasonable time, with 24 hours' notice, the City of Leesburg may enter the Leased Premises personally or through a designated agent and conduct an inspection to determine if Lessee is complying with the terms of the underlying lease between Lessor and City of Leesburg. If such inspection reveals deficiencies, the City of Leesburg may, but shall not be obligated to, make such repairs, or take any other action, as may be necessary to bring Lessee or Lessor into compliance, in accordance with the terms of the underlying lease between Lessor and City of Leesburg.



- C. In the event that Lessor defaults under the terms of this Lease, Lessee shall give Lessor written notice specifying the nature of the default and Lessor shall have thirty (30) days after receipt of such notice to cure said default, or such additional time as is reasonably necessary if the cure cannot reasonably be completed in such 30-day period so long as Lessor commenced the cure within such 30-day period and diligently pursues the same to completion. Any default by Lessor which shall continue uncured shall give Lessee the right to terminate the Lease in addition to all available rights or remedies, in law or in equity. Except to the extent caused by the gross negligence or willful misconduct of Lessor, Lessor shall not be liable to the Lessee or any other person or persons, for any injury, loss and/or damage to any person, persons or property on the premises hereby demised.
- D. This lease is expressly made subject and subordinate to all mortgages heretofore or here after placed by Lessor upon property of which the Leased Premises are a part. It is a condition, however, to any such subordination that so long as Lessee shall faithfully discharge the obligations of its part to be kept and performed under the terms of this Lease, its tenancy will not be disturbed.
- E. The waiver by either Party of any breach hereof on the part of the other Party, or the indulgence by Lessor as to the payment, or time of payment, of any installments of rent at any time, or from time to time, shall not be deemed, held or construed as a waiver of any subsequent breach, or imply any future indulgence.
- F. In the event that a receiver shall be appointed to take over the business of the Lessee, or in the event that the Lessee shall make a general assignment of the benefit of creditors, or Lessee shall take or suffer any action under any insolvency, dissolution, or bankruptcy act, the same shall constitute breach of this Lease by Lessee.
- G. All alterations, additions, improvements, renovations and repairs to the Leased Premises by Lessee shall be done in a workmanlike manner, and in accordance with the applicable requirements of all governmental authorities having jurisdiction over said premises. Lessee shall pay promptly for all labor and materials furnished in connection therewith, and shall not suffer or permit any lien therefore to be affixed on said premises or any part thereof, or any equipment therein. Such improvements and additions, if so attached as to become an integral part of and so as not to be removable without material damage to said Leased Premises shall become a part of the realty and remain the property of Lessor. Anything contrary notwithstanding, before any such alterations, additions or improvements are made by Lessee which affect the exterior of the building, Lessee shall first submit plans and specifications thereof to Lessor, and obtain from Lessor written consent to making of such alterations, additions and improvements as may be reasonably required by Lessee. Notwithstanding the forgoing, Lessee has the right to put a lighted sign on the exterior of the building and an awning/roof over the deck.
- H. No alterations or improvements to the Leased Premises shall be made by Lessee, nor shall any signs be erected or installed (except as expressly permitted in subsection G above, unless the Lessor and the City of Leesburg has reviewed the plans and specifications and given written consent before



commencement of any such work. Lessor and the City of Leesburg may require Lessee to remove any unauthorized signs, alterations, or improvements, and to return the Leased Premises to their original condition, and if Lessee fails or refuses to do so then Lessor and the City of Leesburg may have the necessary work done and assess the cost against Lessee, to be paid immediately upon demand. All work must conform to applicable codes and be performed by licensed and bonded contractors, and all required building permits, as well as statutory performance and payment bonds, shall be secured prior to commencement of work. At the end of the term or upon any earlier termination of the Lease, all alterations and improvements on the leased premises shall become the property of Lessor or City of Leesburg, respectively, and shall not be removed by Lessee, unless prior to termination or within five (5) days thereafter Lessor or the City of Leesburg directs removal of any such improvements, in which case Lessee shall at its expense remove those improvements specified within fifteen (15) days after termination and return the premises to their original condition.

- I. Any notices required hereunder shall be sent by Certified Mail Return Receipt Requested, and by email, to the respective addresses of Lessor and Lessee set forth below:

Lessor: Blackbird Aviation Building, LLC
8600 Airport Blvd. UNIT A
Leesburg, FL 34788
vosseler@bbaviat.com

Lessee: Executive Global
Transportation Services Inc.
1490 Sunshadow Dr., Ste 2020
Casselberry, Florida 32707
Attention: President, Dr. Wiley K. Graydon, IV

with a copy (which shall not constitute notice) to:
Attention: Legal Dept.
Dr. Wiley K. Graydon, IV wgraydon@egtsinc.com

All daily communication should be done by email

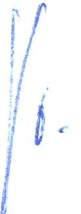
- J. If Lessor shall default in the performance of its obligations under the underlying lease with the City of Leesburg, the City of Leesburg may, without limiting its other rights and remedies, by notice to Lessee and Lessor, elect to receive and collect, directly from Lessee, all rent and any other sums owing and to be owed under the Lease.
- K. The Lessee, its employees, guests, invitees, and suppliers of materials and services shall have the nonexclusive right of ingress and egress in order that the Lease Premises has uninterrupted access to roadways established from time to time by City of Leesburg, in common with other tenants at the Leesburg International Airport, and subject to all rules and regulations imposed to assure the security of the Airport, for the purpose of permitting Lessee to enjoy the rights, uses and privileges of the Leased Premises, as provided under the Lease, together with the right to joint use of the ramps, runways, taxiways, and other facilities provided for aircraft and the public at the airport. Lessor and Lessee shall ensure that the apron used by aircraft to



access the hangar is kept free and clear, and no parking of vehicles or storage of equipment shall be permitted on the apron other than temporary parking of Lessor's helicopter. Lessor shall enforce any rules and regulations in consistent and non-discriminatory manner. Lessee shall have the right to park one vehicle on the interior of the hangar on the Leased Premises such that it does not block the access to Lessor's unit.

Most important no parking under the Balcony of Unit B and do not block the driveway to UNIT A !!

- L. Lessee shall be responsible for and pay all personal property taxes assessed or levied against Lessee for equipment, furnishings, inventory and other tangible personal property located on the Leased Premises during the term of the Lease.
- M. Lessee shall provide and maintain, at Lessee's sole expense, approved fire protection devices adequate for each room of Leased Premises in accordance with any FAA and City of Leesburg fire safety codes and requirements. Proof of said compliance and regular inspections shall be provided to the City of Leesburg at least annually.
- N. The City of Leesburg has appointed a manager for the Leesburg International Airport, and the City of Leesburg reserves the right for the said manager or his duly authorized agent to enter the Leased Premises during business hours upon 24 hours' notice for the purpose of performing inspections considered necessary by the manager, and any conditions which are reasonably considered a hazard to life or to protect property shall be promptly corrected. No explosives, gasoline or other highly flammable materials shall be in, on or about the leased premises leased; excluding, however, aircraft fuel tanks and such fluids as may be used in cleaning aircraft and related parts.
 - i. The Lessee covenants and agrees to observe and obey all reasonable and lawful rules and regulations which may, from time to time, during the term hereof, be adopted and promulgated by the City of Leesburg for operations at the airport.
 - ii. The City of Leesburg reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace for landing on, taking off from or operation on the airport.
 - iii. The City of Leesburg reserves the right to take whatever action may be necessary or appropriate for the operation, maintenance and improvement of the airport and although consideration shall be made of the interest to the Lessee hereunder, Lessee shall have no vested rights to continued operation of the airport in the manner in which it is now operated, nor to continue to operate without competition.
 - iv. The Lessee agrees for itself, its successors and assigns, to prevent any use of the leased premises that would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an



airport hazard.

- v. The Lessee agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the leased premises to such a height so as to comply with Federal Aviation Regulations, Part 77 or as amended by FAA.
- vi. This Lease shall be subordinate to the provisions of any existing or future agreement entered into between the City of Leesburg and the United States for the improvement or operation and maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport, and Lessee consents to amendment of the terms of the Lease if and to the extent required by any Federal law, rule, regulation or grant condition.
- vii. This lease and all provisions hereof shall be subject and subordinate to all the terms and conditions of the deed under which the City of Leesburg acquired the property known as Leesburg International Airport from the United States of America, and shall be given only such effect as will not conflict or be inconsistent with such terms and conditions.
- viii. Nothing herein contained shall be construed as granting, or authorizing the granting of, an exclusive right within the meaning of Section 308 of the Federal Aviation Act.

5. Destruction of Premises

In the event the Leased Premises are damaged or destroyed by fire or other cause, the Lessee shall give immediate notice thereof to the Lessor. In the event such damage is only partial and can be repaired within ninety (90) days, the Lessor with reasonable diligence after receipt of such notice shall repair the damage and restore the Leased Premises to their former condition and to the extent and for the period of time the Leased Premises are rendered unusable or untenable the Rent shall proportionately abate. In the event the Leased Premises are totally destroyed, or damaged to such an extent that the same cannot be reasonably repaired within ninety (90) days, then this Lease may be terminated at the option of either the Lessor or Lessee, on giving to the other party notice if such termination within thirty (30) days after such total or substantially destruction. In the event of such termination, the Rent shall be paid to or adjusted as of the date of such destruction or substantially destruction and the term of this Lease shall expire and the Lessee shall thereupon vacate the leased premises and surrender the same to the Lessor.

6. Condemnation

The Parties expressly agree that they are not aware of any action or proposed action of eminent domain which would affect the Leased Premises, but that if any such action should occur during the Lease term the Lessee shall not be entitled any of the proceeds thereof, provided, that Lessee may make a separate claim so long as such claim does not reduce Lessor's aware. If the Leased Premises are rendered unusable by any such action during the term hereof, then Lessee may terminate Lease immediately upon notice to Lessor. If only a portion of the Leased Premises is so taken and the remainder of the Leased Premises remains usable in Lessee's judgment, then the Lease shall continue in full force and effect but Rent shall abate in portion to reduction in



the square footage of the Leased Premises.

7. Termination/Extension of Lease

In the event Lessee remains in possession of the Leased Premises beyond the term of this Lease, Lessor may take legal action to remove Lessee. If Lessor accepts a Rent payment for a period of time beyond the term of this Lease, or otherwise acknowledges the tenancy, Lessee shall be deemed a tenant from month-to-month, and shall pay Rent at the rate established by this Lease. Any month-to-month tenancy is subject to the conditions, provisions, and obligations of this Lease.

8. Miscellaneous

This Lease, and all its terms, shall be binding upon and inure to the benefit of the successors, assigns, heirs and other legal representatives of all Parties hereto. Headings are inserted herein for convenience of reference only and shall have no bearing on interpreting any provision herein. This Lease shall be construed and enforced in all respects under and accordingly to the laws of the State of Florida.

9. Entire Agreement

The foregoing constitutes the entire agreement between the Parties and may be modified only by a writing signed by both Parties.

II. **Facsimile/Electronic Delivery.** A facsimile copy or copy by electronic delivery of this instrument and any signatures hereon will be considered for all purposes as originals.

III. **Counterparts.** To facilitate execution, this instrument may be executed in as many counterparts as may be required, and it shall not be necessary that the signature or each party, or on behalf of each party, appear on each counterpart. It shall be sufficient that the signature of, or on behalf of each party appear on at least one counterpart. All counterparts shall collectively constitute a single agreement.

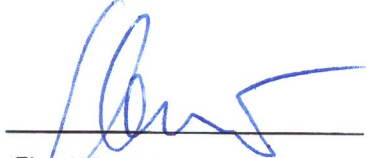
[signature page follows]

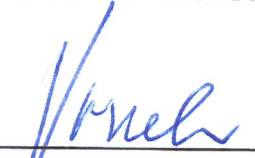
A handwritten signature in blue ink, appearing to be a stylized 'K' or 'L' followed by a dot.

In Witness Whereof, the Parties have executed this Sublease as of the date indicated below.

Signed in the presence of:

Lessor: Blackbird Aviation Building, LLC

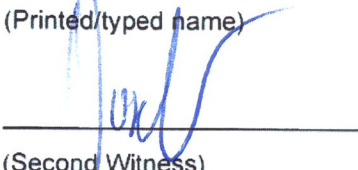

(First Witness)

By: 
Hans-Gunter Vosseler

As Manager

Gabi Vosseler
(Printed/typed name)

Date: May 7, 2022

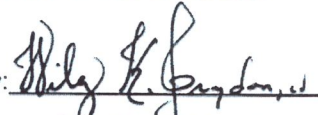

(Second Witness)

Laura Vosseler
(Printed/typed name)

Signed in the presence of:

Lessee: Executive Global

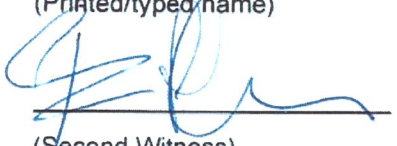

(First Witness)

By: 
Name: Dr. Wiley K. Graydon, IV

Title: President/CEO

Wilsonja Graydon
(Printed/typed name)

Date: May 6, 2022


(Second Witness)

Faisal Alhatti
(Printed/typed name)

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: June 27, 2022

From: Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, Authorizing the Mayor and City Clerk to execute a Landlord Consent to Assignment of Lease, between the City of Leesburg and Central Florida Avionics and Instruments, LLC; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the Landlord Consent to Assignment of Lease.

Analysis:

The owners of Central Florida Avionics and Instruments, LLC, are selling 100% of the LLC units to Brian Sapp. Pursuant to lease agreement item 23(f), the City must provide written consent when the equity owners are reduced below 51%. Once the sale of the LLC is complete, Brian Sapp will have sole ownership of Central Florida Avionics and Instruments, LLC, including all the assets of the LLC. The leasehold is one such asset.

By Resolution 9290, dated October 14, 2013, Central Florida Avionics and Instruments, LLC and the City entered into a Lease agreement for the Hangar/Land Leasehold located at 8812 Airport Blvd, Leesburg FL 34788 at the Leesburg International Airport.

The initial term of the lease is 20 years, expiring in 2033. There is one option to extend for an additional 10 years. The current land rent is \$301.12 monthly, and is subject to CPI increases every other year. The hangar rent is \$1,719.47 per month. Three tie-downs are included in the lease, which are \$30.00 per month. The approved use is avionics related work; however, this use is being broadened by the Assignment to allow normal and routine activities associated with the operation of a Fixed Based Operator. This is the only modification of the lease terms.

The Airport Advisory Board reviewed the Landlord Consent to Assignment of Lease at the June 9, 2022 meeting and unanimously recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the Landlord Consent to Assignment of Lease; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

This is a reassignment of the lease and there is not a change to the lease amount or terms.

Submission Date and Time: 6/22/2022 4:36:05 PM

RESOLUTION NO. _____

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 CENTRAL FLORIDA AVIONICS AND INSTRUMENTS, LLC; 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 Central Florida Avionics and Instruments, LLC.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 27th day of June 2022.

Mayor

ATTEST:

City Clerk

LANDLORD CONSENT TO ASSIGNMENT OF LEASE

THIS LANDLORD CONSENT TO ASSIGNMENT OF LEASE ("Consent"), dated as of _____, 2022, is between **CITY OF LEESBURG**, a Florida Municipal corporation ("Landlord" or "Lessor"), and **CENTRAL FLORIDA AVIONICS AND INSTRUMENTS, LLC**, a Florida limited liability company ("Tenant" or "Lessee").

RECITALS:

A. Landlord, as landlord, and Tenant, as tenant, entered into that certain Lease Agreement (the "Lease Agreement") on October 14, 2013, for the lease of 8812 Airport Boulevard, Leesburg, Florida, at the Leesburg International Airport (the "Leased Premises");

B. Michael C. Noland and Ricardo Garcia (collectively "Membership Unit Owners") currently own One Hundred Percent (100%) of Tenant's membership units and are negotiating the sale of all such membership units to Brian R. Sapp (the "Membership Unit Purchaser");

C. Paragraph 23 of the Lease Agreement provides: "This lease may not be assigned by Lessee... either in whole or in part, without prior written permission from Lessor, which may not be withheld unreasonable so long as no default exists hereunder, provided that no change in use is made and the assignment will not violate any other agreements by Lessor... If Lessee or any assignee or sublessee is not a natural person, the following shall be deemed to be assignments requiring the written consent of Lessor as a condition to continued occupancy of the premises hereunder: ... f. any change in equity ownership of any Lessee which is not a natural person, as a result of which the percentage of equity ownership held by those persons who are equity owners as of the date this Lease is signed is reduced below 51%.";

D. Membership Unit Owners and Membership Unit Purchaser have requested Landlord's consent to the above-described purchase and sale of Tenant's membership units in accordance with paragraph 23 of the Lease Agreement and Landlord desires to consent to such assignment as set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and are expressly incorporated herein by this reference.

2. **Consent to Assignment.** In accordance with paragraph 23 of the Lease, Landlord hereby consents to the sale, assignment, or transfer of all membership units in Tenant to Membership Unit Purchaser.

3. **Landlord's Representations.** Landlord represents that: (a) the copy of the Lease attached hereto is true, correct, and complete and the same has not been otherwise modified, amended, supplemented, extended, or renewed; (b) the Lease is in full force and effect; (c) Landlord is not in default under the Lease as of the date of this Consent and no event has

occurred which, with the passage of time or the delivery of notice or both, would constitute an event of default under the Lease; (d) Landlord has not assigned all or any part of the Lease; and (e) the assignment will not violate any other agreements by Landlord.

4. **Tenant's Representations.** Tenant represents that (a) the copy of the Lease attached hereto is true, correct, and complete and the same has not been otherwise modified, amended, supplemented, extended, or renewed; (b) the Lease is in full force and effect; (c) Tenant is not in default under the Lease as of the date of this Consent and no event has occurred which, with the passage of time or the delivery of notice or both, would constitute an event of default under the Lease; (d) Tenant has not assigned all or any part of the Lease; and (e) the assignment is not in violation of the terms of the existing Lease, is not made for an illegal purpose, and will not result in a change in use of the Leased Premises.

5. **Modification of Use.** Paragraph 3 of the Lease Agreement is modified to allow Tenant to use the premises for normal and routine activities associated with operation of a Fixed Based Operator. The remainder of Paragraph 3 shall remain unchanged and in full force and effect.

6. **Governing Law.** This Consent shall be governed by and construed in accordance with the laws of the State of Florida.

7. **Counterparts.** To facilitate execution, this instrument may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all parties be contained in any one counterpart hereof. Additionally, the parties hereto hereby covenant and agree that, for purposes of facilitating the execution of this instrument: (i) the signature pages taken from separate individually executed counterparts of this instrument may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature shall be deemed to be an original signature for all purposes. All executed counterparts of this instrument shall be deemed to be originals, but all such counterparts, when taken together, shall constitute one and the same agreement.

8. **Ratification and Confirmation.** Except as expressly modified or amended herein, Landlord and Tenant hereby ratify and confirm the terms of the Lease, together with the description of the Leased Premises attached thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Consent to Assignment of Leases as of the date first written above.

LANDLORD:

CITY OF LEESBURG, a Florida Municipal corporation

By: _____
Printed Name: _____
Title: _____

TENANT:
**CENTRAL FLORIDA AVIONICS AND
INSTRUMENTS, LLC**, a Florida limited liability
company

By: _____
Printed Name: _____
Title: _____

AGREEMENT
FOR THE SALE OF
LIMITED LIABILITY COMPANY INTEREST

This Agreement for the Sale of Limited Liability Company Interest (“Agreement”) made and entered into effective as of the ____ day of _____, 2022 (“Effective Date”), by and between, **CENTRAL FLORIDA AVIONICS AND INSTRUMENTS, LLC**, a Florida limited liability company (“Company”), **MICHAEL C. NOLAND** and **RICARDO GARCIA** (collectively “Seller”), and **BRIAN R. SAPP** (“Buyer”). The Company, Seller, and Buyer may be referred to herein individually as “Party” or collectively as “Parties.”

WITNESSETH:

WHEREAS, the Company was organized in the State of Florida pursuant to the provisions of the Articles of Organization dated September 20, 2013;

WHEREAS, MICHAEL C. NOLAND and RICARDO GARCIA are the only members of the Company; and

WHEREAS, Seller desires to sell and Buyer desires to purchase One Hundred Percent (100%) of the Seller’s units in the Company, which represent One Hundred Percent (100%) of the outstanding units of the Company (“Units”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the Parties hereby agree as follows:

1. Recitals Incorporated. The foregoing recitals are true, correct, and made a part of this Agreement.

2. Sale and Purchase. Seller hereby sells, assigns, and transfers to Buyer, and Buyer hereby accepts and purchases from Seller One Hundred Percent (100%) of the Seller’s Units in the Company, as a member in the capital, profits, and losses of the Company.

3. Purchase Price. The total purchase price for the Seller’s Units shall be Three Hundred Thousand Dollars and No/100 (\$300,000.00) (“Purchase Price”) payable by Buyer as follows:

a. Buyer shall pay Company a certain sum which equals an amount to pay in full all Company Liabilities (as defined in subparagraph 4(a)), including, but not limited to, those liabilities listed in **Exhibit A plus** Ten Thousand Dollars and No/100 (\$10,000.00), which is earmarked to be used for operating expenses in the Company’s ordinary course of business, on or before fifteen (15) days after the Effective Date in lawful money of the United

States of America by wire transfer, cash, or cashier's check ("Initial Deposit") to the Regions Bank checking account, as described on the March 31, 2022 balance sheet ("Balance Sheet"), which is attached as **Exhibit B** and incorporated herein.

b. Buyer shall pay Seller, in equal parts to MICHAEL C. NOLAND RICARDO GARCIA, Two Hundred Thousand Dollars and No/100 (\$200,000.00) less the amount paid in subparagraph 3(a), on or before fifteen (15) days following the satisfaction of the conditions set forth in paragraph four (4), in lawful money of the United States of America by wire transfer, cash, or cashier's check, without setoff, counter claim, deduction or withholding for any reason whatsoever.

c. Buyer shall pay Seller, in equal parts to MICHAEL C. NOLAND RICARDO GARCIA, One Hundred Thousand Dollars and No/100 (\$100,000.00) at Closing (as defined in paragraph 10).

4. Liabilities.

a. On or before fifteen (15) days after the Company's receipt of the payment described in subparagraph 3(a), Company shall payoff, and close, as applicable, any and all outstanding current and long-term liabilities, including, but not limited to those described on the Balance Sheet ("Liabilities"). Company shall provide satisfactory proof, as determined in the Buyer's sole discretion, to Buyer of such Liability payment and closure, as applicable, on or before three (3) days following the respective payment; and

b. Following the payment described in subparagraph 4(a), neither Seller nor Company shall accrue any current or long-term liabilities in the name of the Company or which the Company may be liable without the express written consent of the Buyer, except such operating expenses which may accrue in the Company's ordinary course of business, including, but not limited to, payroll, lease payments, and inventory.

5. Representations and Warranties of Seller. Seller represents and warrants to the Buyer that the:

a. Company is duly organized, validly existing, and in good standing under the laws of Florida.

b. Seller is the lawful owner of the Units in the Company sold to the Buyer hereunder;

c. Company Units transferred represent One Hundred Percent (100%) of Seller's interest in the Company and the Units have not been registered under the terms of the Federal or State of Florida Securities laws;

d. Seller has the right to convey the Units to the Buyer without the consent of any other person;

e. Company holds an active Federal Aviation Administration Repair Station Certificate, namely certificate number F4LR560Y, which is not subject to mortgage, pledge, lien, or charge of encumbrance of any nature (“Certificate”);

f. Seller has delivered to the Buyer copies of the following financial statements, all of which are true and complete and have been prepared in accordance with generally accepted accounting principles consistently followed throughout the period indicated: (i) balance sheets of the Company as of March 31, 2022, (ii) the Company’s 2020 Form 1120-S U.S. Income Tax Return for an S Corporation, and (iii) the Company’s 2021 Form 1120-S U.S. Income Tax Return for an S Corporation;

g. Except to the extent reflected in the Company’s Balance Sheet, the Company, as of the Effective Date, had no liabilities of any nature, whether accrued, absolute, contingent, or otherwise, including, without limitation, tax liabilities due or to become due, and whether incurred in respect of or measured by the Company’s income for any period prior to the Effective Date, or arising out of transactions entered into, or any state of facts existing, prior to the Effective Date. Seller represents and warrants that Seller does not know or have reasonable grounds to know of any basis for the assertion against the Company, as of the Effective Date, of any liability of any nature or in any amount not fully reflected or reserved against in the Balance Sheet;

h. Since March 31, 2022, there has not been (i) any change in the Company’s financial condition, assets, liabilities, or business, other than changes in the ordinary course of business, none of which has been materially adverse; (ii) any damage, destruction, or loss, whether or not covered by insurance, materially and adversely affecting the Company’s properties or business; (iv) any increase in the compensation payable or to become payable by the Company to any of its officers, employees, or agents, or any bonus payment or arrangement made to or with any of them; or (v) any event or condition of any character, which may materially or adversely affect the Company’s business or prospects;

i. Company has good and marketable title to all the Company’s assets, including those assets reflected in the Balance Sheet, subject to no security interests, mortgage, pledge, lien, encumbrance, or charge, except for liens shown on the Balance Sheet as securing specified liabilities, if any;

j. No litigation, claim, action, cause of action, suit, grievance, arbitration, mediation, investigation, hearing, charge, complaint, demand or other legal proceedings is or has been in the past five (5) years before the Effective Date is pending or, to Seller’s knowledge, is threatened against or binding on Seller or relating to the Company; and

k. Company has filed all required tax returns, including, but not limited to, federal income, use, sales, and other similar taxes, within the time and in the manner required or provided by law, and, to the Seller’s reasonable knowledge, each such tax return was correct and complete, prepared in compliance with all applicable laws and accurately reflected Seller’s tax liabilities. All taxes that have or will become due or payable at or prior to Closing have

been or will be paid in full. Seller has withheld and paid all taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, creditor, or equity holder. All Forms W-2 and 1099 required with respect to such withholding and payment have been properly completed and timely filed.

6. Management. Simultaneously on the Effective Date, Seller shall execute a written action similar to such written action attached as **Exhibit C** which names the Buyer as the sole manager of the Company. Notwithstanding any document to the contrary, the Seller agrees that for the period of three hundred and sixty-five days (365) following the Effective Date, the Buyer shall remain the sole manager of the Company and retain the unilateral power and authority to Manage the Company. In the event the transaction contemplated herein does not Close on or before three hundred and sixty-five days (365) following the Effective Date, the Seller shall execute a similar written action removing the Buyer as Manager of the Company.

7. Conduct of Business Pending Closing. Seller covenant that from the Effective Date through Closing:

- a. Company's business will be conducted only in the ordinary course.
- b. No change will be made in the Company's Articles of Incorporation or Operating Agreement, except as may be first approved in writing by the Buyer.
- c. No distribution or payment will be declared or made in respect of the Company's Units.
- d. No increase will be made in the compensation payable or to become payable by the Company to any officer, employee, or agent, nor will any bonus payment or arrangement or other benefits be paid by the Company to or with any officer, employee, or agent.
- e. No contract or commitment in excess of Five Thousand Dollars and No/100 (\$5,000.00) will be entered into by or on behalf of the Company without the express written consent of the Buyer.
- f. All debts will be paid as they become due.
- g. No obligations except current liabilities under contracts entered into the ordinary course of business will be incurred.

8. Representations and Warranties of Buyer. Buyer represents and warrants to the Seller that the:

- a. Buyer has conducted an independent investigation, review, and analysis of the Company, and acknowledges that Buyer has been provided adequate access to the

Seller's personnel, properties, assets, premises, books and records, other documents, and data for such purpose. Buyer acknowledges and agrees that in making Buyer's decision to enter into this Agreement and to consummate the transactions contemplated herein, Buyer has relied solely upon Buyer's own investigation and the express representations and warranties of Seller set forth herein.

b. Buyer acknowledges and agrees that nothing in this Agreement will be construed as representing any estimate of future results of the Company.

9. Conditions Precedent to Closing. The obligations of Parties to close the transaction contemplated herein are subject to fulfillment of the following conditions prior to or at Closing of each of the following conditions (collectively "Conditions Precedent"):

a. Sellers's representations and warranties contained in this agreement shall be true at the time of Closing;

b. Company's compliance with the terms and conditions of paragraph four (4), as determine by the Buyer in the Buyer's sole discretion;

c. approval from the Federal Aviation Administration that the Buyer qualifies to hold title to the Certificate. Such approval shall be in compliance with 14 Code of Federal Regulations Chapter I, Subchapter H, Part 145; and

d. approval from the City of Leesburg regarding the assignment of a certain lease dated October 14, 2013, attached as Exhibit C and incorporated herein.

10. Closing. The closing of the transaction contemplated herein shall occur on or before ten (10) days following the Conditions Precedent are fully satisfied ("Closing"). The Closing shall take place at such place as mutually agreed upon by the Parties.

11. Section 1377(a)(2) Election. The Parties acknowledged and agree that the Company is a limited liability company which is taxes as a subchapter S corporation. Pursuant to section 1377(a)(2) of the Internal Revenue Code and Regulations section 1.1377-1(b), Company hereby elects to treat the taxable year ending December 31, 2022 as if such tax year consisted of two separate taxable years for the purposes of applying the rules under section 1377(a)(1). The first taxable year began on January 1, 2022 and ends the last day of the month which the Closing occurs. The second taxable year begins on the first date of the month following the Closing and ends on December 31, 2022.

12. Indemnification. Seller shall indemnify and hold harmless the Company and Buyer, at all times after Closing, against and in respect of:

a. All liabilities of the Company of any nature, whether accrued, absolute, contingent, or otherwise, existing at Closing, to the extent not reflected or reserved against in full in the Company's Balance Sheet, including, without limitation, any tax liabilities to the

extent not so reflected or reserved against, accrued in respect of, or measured by the Company's income for any period prior to Closing, or arising out of transactions entered into, or any state of facts existing, prior to such date;

b. Any damage or deficiency resulting from any misrepresentation, breach of warranty, or nonfulfillment of any agreement on the part of the Sellers, or either of them, under this agreement, or from any misrepresentation in or omission from any certificate or other instrument furnished or to be furnished to the Buyer hereunder; and

c. Seller shall reimburse the Company or Buyer, as applicable, on demand, for any payment made by the Company or the Buyer at any time after Closing, in respect of any liability or claim to which this paragraph twelve (12) relates.

13. Joint and Several Liability. Seller each shall be jointly and severally liable for the rights, covenants, obligations, representations, and warranties as contained this Agreement.

14. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and same instrument. A facsimile, electronic, or email counterpart of this Agreement and any signatures thereon shall be considered for all purposes as originals.

15. Survival. All representations, warranties, and agreements made by Seller in this agreement shall be deemed joint and several, except as otherwise expressly stated, and shall survive the Closing and any investigation at any time made by or on behalf of the Buyer.

16. Mediation. The Parties hereby irrevocably and unconditionally agree that:

a. Any material breach or dispute arising under this Agreement, or any document contemplated herein, shall first be submitted to non-binding mediation. The parties shall mediate in good faith in an attempt to resolve any dispute.

b. In any mediation arising under this Agreement, or any document contemplated herein, the Parties involved shall each pay Fifty Percent (50%) of the mediator's fee and shall each be responsible for their other respective costs, including their respective legal fees and costs.

17. Binding Effect. This Agreement shall be binding upon the heirs, personal representatives, successors, and assigns of the parties.

18. Attorneys' fees. In the event either party breaches this Agreement and such breach results in litigation, the prevailing party shall have the right to recover all costs of such litigation before, during, and after trial and all appeals to include a reasonable attorneys' fee and costs through all such trials and appeals.

19. Paragraph headings. Paragraph headings as used herein are for convenience only and shall not be construed as limiting this Agreement or any of its several paragraphs to the provisions described by such paragraph headings.

20. Governing Law. This Agreement shall be enforced and interpreted under the laws of the State of Florida.

21. Counsel. All Parties hereto understand and acknowledge that J. Knox Burns, IV of the law firm Cauthen & Burns, P.A. represents the Buyer in this transaction and has been retained to prepare this Agreement and any additional documents contemplated herein. By signing this Agreement, the Seller and Company acknowledge (i) the opportunity to obtain separate legal counsel and advice regarding this Agreement and any additional documents contemplated herein and (ii) acknowledge that neither J. Knox Burns, IV, individually, nor Cauthen & Burns, P.A. represent the Seller or Company in this transaction. The signatures of the Seller and Company on this Agreement acknowledge having read this paragraph twenty-one (21) and being apprised of the need for independent legal counsel. It is acknowledged by all Parties that the Buyer shall pay the attorneys' fees of Cauthen & Burns, P.A.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

SELLER:

MICHAEL C. NOLAND

RICARDO GARCIA

COMPANY:

By:
Print Name _____
Title _____

BUYER:

BRIAN R. SAPP

Exhibit A

Company Liabilities

- Credit Cards
- Shareholder Loan – Mike Noland
- Shareholder Note
- Credit Line

Exhibit B

Company March 31, 2022 Balance Sheet

(attached)

Exhibit C

WRITTEN ACTION OF MEMBERS

OF

CENTRAL FLORIDA AVIONICS AND INSTRUMENTS, LLC

Pursuant to the authority contained in Florida Statute § 605.04073(4), the undersigned, being the only members of CENTRAL FLORIDA AVIONICS AND INSTRUMENTS, LLC (“Company”), a Florida Limited Liability Company, do hereby take and adopt the following action in writing, without a meeting.

RESOLVED, that pursuant to Florida Statute § 605.04072(1) the members in the Company may choose managers at any time;

RESOLVED FURTHER, MICHAEL C. NOLAND and RICARDO GARCIA are the only members of the Company (collectively “Members”);

RESOLVED FURTHER that the Member hereby elect and appoint BRIAN R. SAPP to serve as the sole manager of the Company;

RESOLVED FURTHER, that the act of a single Manager shall be sufficient to bind the Company;

RESOLVED FURTHER that BRIAN R. SAPP shall serve as Managers in the Company until the earlier of the election of new manager(s) by a majority interest of the Member(s) in this Company or the death or resignation of BRIAN R. SAPP.

Dated effective: _____

MEMBERS:

MICHAEL C. NOLAND

RICARDO GARCIA

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
GRANT AGREEMENT 3-12-0042-030-2022 BETWEEN THE CITY OF
LEESBURG AND THE FEDERAL AVIATION ADMINISTRATION (FAA), FOR
THE PURPOSE OF OBTAINING FUNDING FOR THE LEESBURG
INTERNATIONAL AIRPORT WILDLIFE HAZARD ASSESSMENT; AND
PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with the Federal Aviation Administration, whose address is 8427 South Park Circle, Suite 524, Orlando, FL, 32819, for grant funding.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 27th day of June 2022.

Mayor

ATTEST:

City Clerk



U.S. Department
of Transportation
Federal Aviation
Administration

Orlando Airports District
Office
8427 SouthPark Circle, Suite
524
Orlando, FL 32819

June 9, 2022

Ms. Tracey Dean
Airport Manager
City of Leesburg
Leesburg International Airport
P.O. Box 490630
Leesburg, FL 34749-0630

Dear Ms. Dean:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-12-0042-030-2022 at the Leesburg International Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. Signatures must be obtained and finalized no later than **July 15, 2022**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution

date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Jennifer Ganley, (407) 487-7237, jennifer.ganley@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,


[Juan C. Brown \(Jun 9, 2022 12:04 EDT\)](#)

Juan C. Brown
 Acting Manager



U.S. Department
of Transportation
Federal Aviation
Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	June 9, 2022
Airport/Planning Area	Leesburg International Airport
FY2022 AIP Grant Number	3-12-0042-030-2022
Unique Entity Identifier	NDCSFAJMQJ74
TO:	City of Leesburg
	(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated December 30, 2021, for a grant of Federal funds for a project at or associated with the Leesburg International Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Leesburg International Airport (herein called the "Project") consisting of the following:

Conduct Airport Wildlife Hazard Assessment

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$115,200.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 115,200 for planning

\$ 0 airport development or noise program implementation; and,

\$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **July 15, 2022**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 - 1. 15 percent; or
 - 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., Sub-contracts).
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:
 - 1. Is determined to have violated a prohibition in paragraph (a) of this condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Condition through conduct that is either –
 - a. Associated with performance under this Grant; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.
- d. Our right to terminate unilaterally that is described in paragraph (a) of this Condition:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

2. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.
23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
 24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated December 2019, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
 25. **Employee Protection from Reprisal.**
 - a. Prohibition of Reprisals
 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
 3. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 4. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 5. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

SPECIAL CONDITIONS

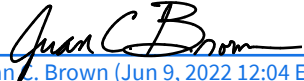
26. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


Juan C. Brown (Jun 9, 2022 12:04 EDT)
(Signature)

Juan C. Brown

(Typed Name)

Acting Manager

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Dated _____

City of Leesburg

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

ASSURANCES

PLANNING AGENCY SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect during the life of the project.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- c. Hatch Act – 5 U.S.C. § 1501, et seq.¹
- d. Rehabilitation Act of 1973 – 29 U.S.C. § 794
- e. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- f. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) prohibits discrimination on the basis of disability).
- g. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- h. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.¹
- i. Drug-Free Workplace Act of 1988 - 41 U.S.C. § 8101 through 8105.
- j. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Public Law 110-252).
- k. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 12372 - Intergovernmental Review of Federal Programs

- b. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- c. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- d. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- f. Executive Order 14008 - Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 49 CFR Part 20 – New Restrictions on Lobbying.
- i. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964.
- j. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- k. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- l. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- m. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to private sponsors.
- ² 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ³ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁴ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States.

4. Preserving Rights and Powers

It will 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, conditions, and assurances in this Grant Agreement without the written approval of the Secretary

5. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies in the planning area.

6. Accounting System, Audit, and Record Keeping Requirements

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

7. Planning Projects

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

- f. It will grant the Secretary the right to disapprove the Sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the Sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not mean constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

8. Reports and Inspections.

It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request.

9. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4; creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

 - 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language.

It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The City of Leesburg, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

11. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

12. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary.

13. Disadvantaged Business Enterprises.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

RESOLUTION NO. _____

**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
PLANNING SERVICES FOR THE WILDLIFE HAZARD ASSESSMENT 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 Task Order with GAI Consultants, Inc., whose address is 618 E. South Street, Suite 700, Orlando, FL 32801 for professional services to perform a Wildlife Assessment Study pursuant to an existing Agreement for Professional Services on a Continuing Basis.

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 27th day of June 2022.

Mayor

ATTEST:

City Clerk



SCOPE OF SERVICES FOR LEESBURG INTERNATIONAL AIRPORT WILDLIFE HAZARD ASSESSMENT (PLANNING SERVICES)

Project Description: Leesburg International Airport (LEE) intends to conduct a Wildlife Hazard Assessment (WHA). The WHA will be conducted following regulations set forth in Federal Aviation Regulation (FAR) Part 139 and related FAA advisory circulars (AC 150/5200-38). While not a FAR Part 139 airport, the regulatory guidance included in Part 139 is the only codified regulatory guidance governing WHA's. LEE is a general aviation airport with two runways extending up to 6,300 feet, the airport accommodates over 60,000 aircraft takeoffs and landings each year. This WHA will include a review of past wildlife strike data and observations at LEE, a review of site conditions including on- and off-site hazards, 12 months of semi-monthly wildlife observations and data collection, analysis of that wildlife data in relation to aircraft activity, GIS mapping and analysis of the data and observations, and recommendations aimed to decrease potential wildlife aircraft incidents.

Project Justification: The FAA National Wildlife Strike Database includes record of 12 bird strikes at LEE from 2007-2021. In addition to reported wildlife strikes, LEE is situated adjacent to Silver Lake and in the vicinity of Lake Griffin, Lake Eustis, Lake Harris and Lake Dora. LEE has undertaken a variety of measures to reduce potential wildlife hazards and is taking a proactive approach to development a wildlife hazard management program through this assessment and resulting implementation actions.

Tasks and Cost: This scope of services includes Planning Services. Total Lump Sum cost of this scope of services is **\$124,800.00**.

PLANNING SERVICES INCLUDES:

TASK 1 – Wildlife Hazard Assessment (12 – month duration)

Through the tasks outlined below, the WHA will be developed to address the requirements set forth in FAR Part 139.337 (c) which are as follows:

(c) The wildlife hazard assessment required in paragraph (b) of this section must be conducted by a wildlife damage management biologist who has professional training and/or experience in wildlife hazard management at airports or an individual working under direct supervision of such an individual. In accordance with AC 150/5200-36B:

To meet the requirements of §139.337(c) and (f)(7), a wildlife damage management biologist (from now on referred to as a “qualified airport wildlife biologist”) must:

- Have the necessary academic coursework from accredited institutions and work experience to meet the qualifications of a GS-0486 series wildlife biologist as defined by the U.S. Office of Personnel Management classification standards or be designated as a Certified Wildlife Biologist by The Wildlife Society (<http://www.wildlife.org>) and,

- Have taken and passed an airport wildlife hazard management training course acceptable to the FAA Administrator and,
- While working under the direct supervision of a qualified airport wildlife biologist:
 - Have conducted at least one Wildlife Hazard Assessment acceptable to the FAA Administrator (as described in Section 139.337) or,
 - Conducted at least one year of continual wildlife hazard monitoring at a certificated airport using FAA-approved methodology (FAA AC 150/5200-38, Ch. 4).
- Have successfully completed at least one of the following within 5 years of their initial FAA approved airport wildlife hazard management training course, and every 5 years thereafter:
 - An airport wildlife hazard management training course that is acceptable to the FAA Administrator (Appendix C), or
 - Attendance, as a registered participant, at a joint Bird Strike Committee–USA/Bird Strike Committee–Canada annual meeting, or c. Other training acceptable to the FAA Administrator.

The wildlife hazard assessment must contain at least the following:

- (1) An analysis of the events or circumstances that prompted the assessment.*
- (2) Identification of the wildlife species observed and their numbers, locations, local movements, and daily and seasonal occurrences.*
- (3) Identification and location of features on and near the airport that attract wildlife.*
- (4) A description of wildlife hazards to air carrier operations.*
- (5) Recommended actions for reducing identified wildlife hazards to air carrier operations.*

The deliverables of Task 1 will include an initial site inspection memorandum, a draft WHA document and a final WHA document that will be provided to the CLIENT for submittal to the FAA for review/approval.

Review of Wildlife Strike Data & Data Collection Methodology Development

CONSULTANT will collect past wildlife strike data from airport personnel, air traffic control tower personnel (if applicable), or from the FAA’s National Wildlife Strike Database to provide the airport with a summary and/or trend history of reported strikes at LEE.

CONSULTANT will prepare the methodology used for data collections and analysis for the Wildlife Hazard Assessment document. This task includes:

- finalizing wildlife observation forms for data collection methodology,
- data management setup,
- grid-based mapping which includes the observation points to be utilized in the 12-month data collection phase of the project.

Project Kick-off Meeting and On-site Inspection

CONSULTANT will hold one meeting to “kick-off” the project. At this meeting, CONSULTANT will:

- provide an overview presentation of the study,

- gather information from airport personnel regarding potential wildlife hazard attractants or wildlife/aircraft related issues at LEE.
- Discuss stakeholders at the airport for project input
- Discuss project logistics such as airport access, observation point access, and special events that may impact the study.

CONSULTANT will meet on-site with LEE staff to inspect the aircraft operation area (AOA) for potential wildlife hazard attractants and to evaluate the proposed wildlife observation areas.

CONSULTANT will prepare a technical memorandum or preliminary assessment outlining the findings from the initial site inspection of the AOA.

Wildlife Monitoring & Data Collection

CONSULTANT will conduct wildlife observations at determined locations on and possible off airport property:

- Each of these stations will be monitored for twelve (12) consecutive months.
- Each of the stations will be monitored twice a month.
- Each semi-monthly monitoring event (minimum 24 events) will encompass three separate observation periods (dawn, dusk, and mid-day).

CONSULTANT will conduct additional observations as follows:

- Monthly (minimum 12) nighttime/spotlight surveys within the AOA. These observations will occur within the 12-month time frame of the wildlife monitoring portion of this assessment.
- CONSULTANT will conduct up to two (2) additional sampling activities (if needed) to help determine if a prey base is present within the AOA (this may include rodent trapping, fish sampling, or other activities determined appropriate by predator observations/activity)
- A mid-term project update meeting will be held after 6 months of data have been collected. Initial data, including a discussion of data analysis, will be reviewed with the client at this meeting.

Subtask 1d – Data Input and Analysis

CONSULTANT will compile the wildlife observation data from the wildlife observation points, the nighttime/spotlight observation data sheets, and any prey base data into a data management system that is tied to a grid overlay map of the airport and project area.

CONSULTANT will then provide the following data analysis and/or graphic display of analysis as part of the assessment document:

- Grid-based wildlife data densities, seasonal densities, and if needed, species specific density graphics
- Tabular and/or graph formatted data summaries of the above listed grid-based wildlife data graphics
- Season or daily trend analysis of wildlife observation data
- Nighttime/spotlight data analysis
- Prey base data analysis

To describe the wildlife hazards to aircraft operations the following data analysis/graphic display

of data will be conducted:

- Major aircraft flight corridors (approach plate info) will be provided as part of the WHA document and will be used in the data analysis to identify areas of potential risk and conflict.
- Wildlife observation data will be displayed graphically and/or in tabular format by FAA Ranking of Hazard to Aviation (FAA AC 150/5200-32B Table 1)

FAA AC 150/5200-33C sets separation distances from an airport's AOA to potential wildlife hazard attractants. Areas within the airport property boundary that are identified as potential wildlife hazard attractants will be developed. CONSULTANT will prepare graphics following separation distances apply (FAA AC 150/5200-33C) that will include general land use designations and potential areas for wildlife hazard attractants (for example: landfills, documented rookery sites, wildlife refuges, or protected natural areas managed for potentially hazardous wildlife):

- 5,000 feet from the nearest air operations area (piston powered aircraft)
- 10,000 feet from the nearest air operations area (turbine powered aircraft)
- 5-mile range to protect approach, departure, and circling airspace.

Geographic Information Solutions (GIS) Analysis and Mapping

Using GIS, we will assess wildlife hazards and risks, identify and map "hot spots" and use the data to set priorities with the Airport:

- GIS data layers will be obtained from public sources and supplemented with airport specific information and observation data to analyze wildlife habitat on the AOA and adjacent property.
- Specific wildlife observation data will be integrated with data on birdstrikes, aircraft utilization, regional habitat analysis and aircraft movement plots to identify potential hazards. The GIS analysis will provide a foundation for estimates of wildlife abundance, records of wildlife strikes and sightings, and a tool for long-term wildlife hazard management at LEE.

Development of Recommendations and Draft Report

CONSULTANT will prepare draft recommendations and report:

- CONSULTANT will develop a list of recommended actions intended to reduce the identified wildlife hazard attractants on or near LEE. These prioritized recommendations will be based on the site inspection, wildlife monitoring, data analysis, and other information gathered throughout the assessment process.
- CONSULTANT will prepare a Draft WHA document for review and comment by the CLIENT. A meeting will be held to discuss comments and questions prior to developing the Final WHA document.

Final Report and FAA Comments/Review

CONSULTANT will complete and coordinate the final document:

- CONSULTANT will prepare the Final WHA document for final review by the client.
- The CLIENT will submit the Final WHA document to the FAA. CONSULTANT will provide assistance in responding to comments or questions from the FAA regarding the assessment. CONSULTANT will respond to FAA comments and re-submit final WHA (if required).

DELIVERABLES

- Technical Memorandum from the initial site inspection of the AOA– one (1) digital pdf version and two (2) paper copies to LEE.
- Draft Wildlife Hazard Assessment – one (1) digital pdf version and two (2) paper to LEE.
- Final Wildlife Hazard Assessment – one (1) digital pdf version and three (3) paper to LEE.

ASSUMPTIONS

- The CLIENT will provide CONSULTANT with airport and area aerals and digital airport boundaries.
- Graphics representing areas 5,000 ft, 10,000 ft and 5 miles from the AOA which may include land use summary information and other potential wildlife hazard attractants will be based on available information through publicly available sources.
- Wildlife monitoring stations are subject to change in location or in quantity depending on accessibility, viability, and monitoring time allotment. Final locations and number of wildlife monitoring stations will be documented to the CLIENT.
- Access and ability to drive a vehicle within the Airport's AOA is necessary for wildlife monitoring (all security training/driving training will be provided by LEE for personnel involved in wildlife observations and operating a vehicle within the AOA).
- Wildlife observations will be performed by an FAA Qualified Wildlife Biologist or an ecologist/biologists under the direct supervision of a FAA Qualified Wildlife Biologist.
- Environmental permitting or implementation of hazardous wildlife deterrent activities are not included within this scope of services.

12/13/2021

FEE PROPOSAL

PLANNING SERVICES FOR WILDLIFE HAZARD ASSESSMENT

LEESBURG INTERNATIONAL AIRPORT

LABOR SUMMARY

TASK	DESCRIPTION	Technical/Professional 24		Technical/Professional 14		Technical/Professional 08		Technical/Professional 07		Labor Costs	
		Rate/Hour:	\$ 285	Rate/Hour:	\$ 185	Rate/Hour:	\$ 130	Rate/Hour:	\$ 125	Hours	Cost
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		
1	Wildlife Hazard Assessment (12-month study)										
1.1	Wildlife Strike Data & Data Collection Methodology Development		\$ -	8	\$ 1,480	24	\$ 3,120	20	\$ 2,500	52	\$ 7,100
1.2	Kickoff Meeting and Initial Site Review	4	\$ 1,140	24	\$ 4,440	20	\$ 2,600		\$ -	48	\$ 8,180
1.3	Wildlife Monitoring & Data Collection		\$ -	120	\$ 22,200	200	\$ 26,000		\$ -	320	\$ 48,200
1.4	Data Input and Analysis		\$ -	72	\$ 13,320	120	\$ 15,600		\$ -	192	\$ 28,920
1.5	Geographic Information Solutions (GIS) Analysis and Mapping		\$ -		\$ -		\$ -	40	\$ 5,000	40	\$ 5,000
1.6	Development of Recommendations and Draft Report	4	\$ 1,140	60	\$ 11,100	40	\$ 5,200	8	\$ 1,000	112	\$ 18,440
1.7	Final Report and FAA Comments/Review	4	\$ 1,140	20	\$ 3,700	24	\$ 3,120	8	\$ 1,000	56	\$ 8,960
	Subtotal	12	\$ 3,420	304	\$ 56,240	428	\$ 55,640	76	\$ 9,500	820	\$ 124,800
Total Labor and Expenses		12	\$ 3,420	304	\$ 56,240	428	\$ 55,640	76	\$ 9,500	820	\$ 124,800

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: June 27, 2022

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. 48, a subdivision of the City of Leesburg, Florida, being a portion of Sections 06 and 07, 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. 48)

Staff Recommendation:

Staff recommends approval of the plat for Villages of West Lake Unit No. 48 Subdivision.

Analysis:

The property is generally located east of the Florida Turnpike and north of County Road 470. The proposal is for approval of a plat consisting of 121 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. 48 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.

Submission Date and Time:

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. 48, A SUBDIVISION OF THE CITY OF LEESBURG, FLORIDA, BEING A PORTION OF SECTIONS 06 AND 07, 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. 48)

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. 48 is hereby approved and accepted by the City of Leesburg, Florida; being

A PARCEL OF LAND LYING WITHIN SECTIONS 6 AND 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 6; THENCE ALONG THE WEST LINE THEREOF RUN S00°45'14"W, 2543.52 FEET; THENCE DEPARTING SAID WEST LINE RUN S89°14'46"E, 2724.68 FEET TO THE POINT OF BEGINNING; THENCE N63°59'32"E, 362.91 FEET; THENCE N63°01'21"E, 43.38 FEET; THENCE N60°24'09"E, 43.43 FEET; THENCE N57°45'20"E, 43.37 FEET; THENCE N55°06'34"E, 43.40 FEET; THENCE N52°27'47"E, 43.39 FEET; THENCE N49°49'00"E, 43.39 FEET; THENCE N45°41'57"E, 91.61 FEET; THENCE N41°06'06"E, 59.11 FEET; THENCE N38°14'25"E, 34.72 FEET; THENCE N37°25'39"E, 90.00 FEET; THENCE S52°34'21"E, 20.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 71.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47°09'54", AN ARC DISTANCE OF 58.86 FEET; THENCE ALONG A RADIAL LINE RUN N84°35'33"E, 152.27 FEET; THENCE N42°51'35"W, 14.53 FEET; THENCE N36°45'45"E, 70.00 FEET; THENCE N22°47'00"W, 0.29 FEET; THENCE N72°52'50"E, 75.32 FEET; THENCE N67°40'56"E, 50.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 475.00 FEET AND A CHORD BEARING AND DISTANCE OF N13°19'05"W, 148.61 FEET TO WHICH A RADIAL LINE BEARS S67°40'56"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°59'58", AN ARC DISTANCE OF 149.22 FEET; THENCE ALONG A RADIAL LINE RUN N85°40'54"E, 110.00 FEET; THENCE N69°09'06"E, 55.03 FEET; THENCE N35°18'27"E, 110.70 FEET; THENCE N65°26'21"E, 79.57 FEET; THENCE N79°59'31"E, 81.49 FEET; THENCE S81°54'01"E, 85.63 FEET; THENCE N36°39'28"E, 75.93 FEET; THENCE S53°20'32"E, 25.00 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5199, PAGE 258, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY BOUNDARY WITH THE FOLLOWING COURSES: RUN S12°29'53"E, 471.98 FEET; THENCE S24°47'34"E, 104.62 FEET; THENCE S12°21'53"W, 65.63 FEET; THENCE S18°03'40"E, 67.17 FEET; THENCE S25°58'11"E, 64.57 FEET; THENCE S27°55'06"E, 100.44 FEET; THENCE S35°22'32"W, 59.70 FEET; THENCE S13°35'06"E, 68.53 FEET;

THENCE S51°53'59"E, 156.93 FEET; THENCE S66°50'45"E, 64.60 FEET; THENCE S48°38'48"W, 54.10 FEET; THENCE S08°34'50"W, 80.78 FEET; THENCE S08°53'51"W, 102.76 FEET; THENCE S13°03'25"W, 64.08 FEET; THENCE S27°21'03"W, 92.67 FEET; THENCE S58°32'05"W, 39.73 FEET; THENCE S05°28'43"W, 111.73 FEET; THENCE S12°31'44"W, 83.93 FEET; THENCE S55°17'54"W, 62.16 FEET; THENCE N84°37'02"W, 51.91 FEET; THENCE N88°34'03"W, 32.60 FEET; THENCE S42°06'52"W, 58.01 FEET; THENCE S12°33'12"W, 37.53 FEET; THENCE S20°36'57"W, 33.88 FEET; THENCE S20°04'52"E, 53.52 FEET; THENCE S24°42'25"E, 74.30 FEET; THENCE S30°43'24"E, 665.00 FEET; THENCE DEPARTING AFORESAID BOUNDARY OF RECORD RUN N81°07'34"W, 147.06 FEET; THENCE N37°15'26"W, 97.09 FEET; THENCE N52°25'45"W, 98.08 FEET; THENCE N75°16'27"W, 905.50 FEET; THENCE N57°07'38"W, 99.12 FEET; THENCE N70°31'01"W, 89.77 FEET; THENCE N83°54'24"W, 89.77 FEET; THENCE S83°49'40"W, 129.44 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1,521.50 FEET AND A CHORD BEARING AND DISTANCE OF N15°23'15"W, 81.13 FEET TO WHICH A RADIAL LINE BEARS N76°08'25"E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°03'20", AN ARC DISTANCE OF 81.14 FEET TO THE POINT OF TANGENCY; THENCE N16°54'55"W, 652.31 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 871.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°50'07", AN ARC DISTANCE OF 256.07 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 2,478.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°17'26", AN ARC DISTANCE OF 185.60 FEET TO THE POINT OF BEGINNING.

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

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 6; THENCE ALONG THE WEST LINE THEREOF RUN S00°45'14"W, 2509.94 FEET; THENCE DEPARTING SAID WEST LINE RUN S89°14'46"E, 3262.36 FEET TO THE POINT OF BEGINNING; THENCE N57°56'54"E, 148.59 FEET; THENCE N43°43'33"E, 429.78 FEET; THENCE S46°16'27"E, 354.29 FEET; THENCE S21°52'12"E, 121.11 FEET; THENCE S63°00'29"W, 79.16 FEET; THENCE S49°12'03"W, 76.64 FEET; THENCE S42°44'33"W, 354.11 FEET; THENCE S10°12'04"W, 68.41 FEET; THENCE N76°38'42"W, 64.96 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 775.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°49'53", AN ARC DISTANCE OF 146.51 FEET; THENCE ALONG A NON-TANGENT LINE RUN N01°00'58"E, 53.14 FEET; THENCE N23°07'01"W, 260.16 FEET; THENCE N32°15'17"W, 63.42 FEET TO THE POINT OF BEGINNING.

CONTAINING 55.86 ACRES, MORE OR LESS.

(See Exhibit A, Villages of West Lake Unit No. 48 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 27th day of June 2022.

ATTEST:

Mayor

City Clerk

SECTIONS 6 AND 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

A PARCEL OF LAND LYING WITHIN SECTIONS 6 AND 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

CONTAINING 55.86 ACRES, MORE OR LESS.



- 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-1 NET NETWORK (TOPNET GNSS NETWORK). AS A REFERENCE, THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST, HAS A BEARING OF SOUTH 00°45'14" 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", "B" AND "O" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER.
- 9) TRACTS "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M" AND "N" 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 WILDMOOD UTILITY DEPENDENT DISTRICT, OR ITS ASSIGNS, TOGETHER WITH THE COST OF GARBAGE, ELECTRICAL, 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 WILDMOOD WATER CONSERVATION AUTHORITY, LLC, OR ITS ASSIGNS, OR THE CITY OF LEEFSBURG; AND (D) MAINTENANCE AND REPAIR OF THE LANDSCAPING AND IRRIGATION ON ISLANDS AND CUL-DE-SACS LOCATED WITHIN THE ROADWAYS, IF ANY.
- 11) THE PLAT OPINION FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.

PLAT BOOK

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. 48, 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 LEEBSBURG AND THE PERPETUAL USE OF THE PUBLIC; AND DEDICATES TRACTS "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N" AND "O" TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14.

PRINT NAME _____

PRINT NAME

WITNESSES: VILLAGE COMMUNITY DEVELOPMENT
DISTRICT NO. 14

PRINT NAME _____

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

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, INC. - REGISTRATION NUMBER LB 4709
4450 N.E. 83RD ROAD
WILDWOOD, FLORIDA 34785

SEAL

"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 _____ SEAL _____

_____, REGISTRATION NUMBER _____

PRINT NAME _____

WADE SURVEYING, INC. FOR CITY OF LEESBURG, FLORIDA

PREPARED BY:  **CFB** | **CLYMER
FARNER
BARLEY**

CLYMER FARNER BARLEY, Inc.
4450 NE 83RD RD. WILDWOOD, FL 34785
(352)748-3126
WWW.CFB-INC.COM CA # 4709

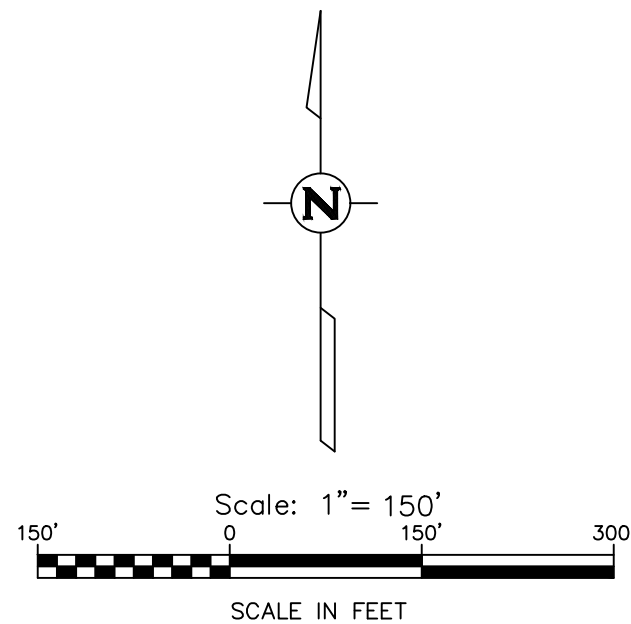
VILLAGES OF WEST LAKE UNIT NO. 48

SECTIONS 6 AND 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SHEET 2 OF 7

PLAT BOOK _____

PAGE _____



KEY MAP

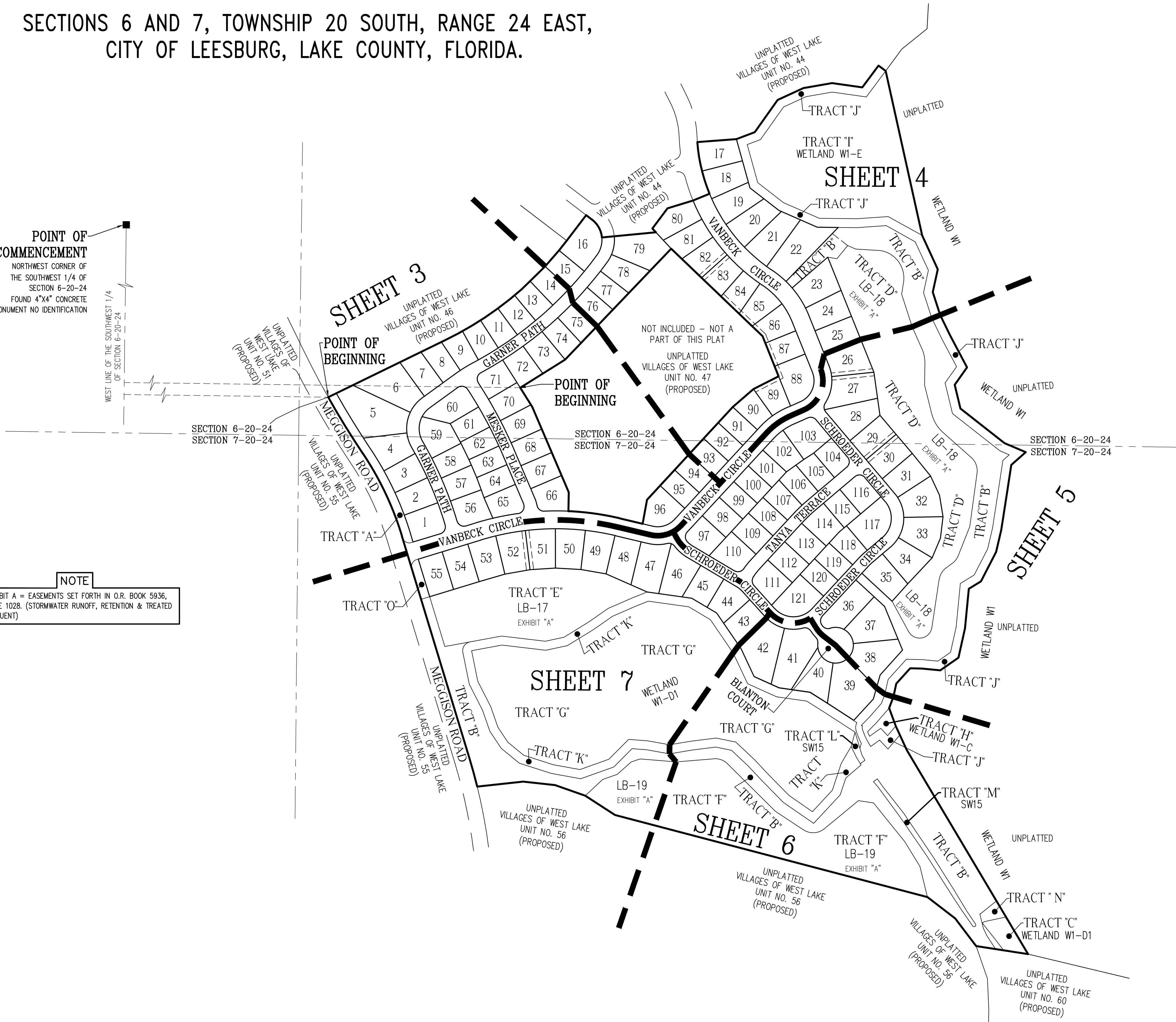
TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	11,643	0.27
B	272,633	6.26
C	6,333	0.15
D	137,316	3.15
E	85,873	1.97
F	150,552	3.46
G	312,196	7.17
H	2,745	0.06
I	133,399	3.06
J	73,965	1.70
K	70,751	1.62
L	1,327	0.03
M	6,275	0.14
N	3,339	0.08
O	2,664	0.06

POINT OF
COMMENCEMENT
NORTHWEST CORNER OF
THE SOUTHWEST 1/4 OF
SECTION 6-20-24
FOUND 4"x4" CONCRETE
MONUMENT NO IDENTIFICATION

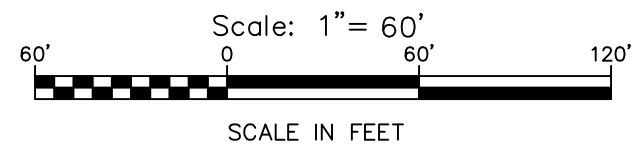
NOTE
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 5936,
PAGE 1028. (STORMWATER RUNOFF, RETENTION & TREATED
EFFLUENT)

LEGEND

- INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), 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)
- INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4709 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 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
- PCS INDICATES PAGES
- NO INDICATES NUMBER
- SQ FT INDICATES SQUARE FEET
- R/W INDICATES RIGHT-OF-WAY



POINT OF COMMENCEMENT
NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 6-20-24
FOUND 4"x4" CONCRETE MONUMENT NO IDENTIFICATION



VILLAGES OF WEST LAKE UNIT NO. 48

SECTIONS 6 AND 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SHEET 3 OF 7

PLAT BOOK

PAGE

TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	11,643	0.27
B	272,633	6.26
C	6,333	0.15
D	137,316	3.15
E	85,873	1.97
F	150,552	3.46
G	312,196	7.17
H	2,745	0.06
I	133,399	3.06
J	73,965	1.70
K	70,751	1.62
L	1,327	0.03
M	6,275	0.14
N	3,339	0.08
O	2,664	0.06

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C1	31.42'	20.00'	90°00'01"	N28°05'04"E	28.28'
C2	59.68'	996.50'	3°25'52"	N18°37'51"W	59.67'
C3	53.69'	896.50'	3°25'52"	N18°37'51"W	53.68'
C4	68.38'	896.50'	4°22'12"	N22°31'54"W	68.36'
C5	76.01'	996.50'	4°22'12"	N22°31'54"W	75.99'
C6	76.04'	996.50'	4°22'20"	N26°54'10"W	76.02'
C7	68.41'	896.50'	4°22'20"	N26°54'10"W	68.39'
C8	72.94'	896.50'	4°39'42"	N31°25'11"W	72.92'
C9	18.85'	996.50'	1°05'01"	N29°37'50"W	18.85'
C10	43.67'	106.50'	23°29'42"	S18°25'30"E	43.37'
C11	35.48'	2453.50'	0°49'43"	S33°20'10"E	35.48'
C12	146.74'	2453.50'	3°25'36"	S31°12'31"E	146.71'
C13	59.39'	106.50'	31°57'02"	S09°17'52"W	58.62'
C14	53.53'	106.50'	28°47'55"	S39°40'20"W	52.97'
C15	16.54'	417.50'	2°16'12"	S55°12'23"W	16.54'
C16	40.74'	417.50'	5°35'28"	S59°08'13"W	40.73'
C17	17.99'	1031.50'	0°59'58"	N61°25'58"E	17.99'
C18	64.91'	1031.50'	3°36'20"	N59°07'49"E	64.90'
C19	64.91'	1031.50'	3°36'20"	N55°31'28"E	64.90'
C20	64.91'	1031.50'	3°36'20"	N51°55'08"E	64.90'
C21	64.91'	1031.50'	3°36'20"	N48°18'47"E	64.90'
C22	64.91'	1031.50'	3°36'20"	N44°42'27"E	64.90'
C23	64.91'	1031.50'	3°36'20"	N41°06'06"E	64.90'
C61	45.73'	117.50'	22°17'48"	S48°07'37"E	45.44'
C62	11.60'	20.00'	33°13'44"	N53°35'35"W	11.44'
C63	11.60'	20.00'	33°13'44"	N86°49'20"W	11.44'
C64	53.31'	114.00'	26°47'30"	N89°57'33"E	52.82'
C65	2.87'	725.00'	0°13'37"	N76°45'30"W	2.87'
C66	84.29'	725.00'	6°39'39"	N80°12'08"W	84.24'
C67	84.29'	725.00'	6°39'39"	N86°51'48"W	84.24'
C68	84.29'	725.00'	6°39'39"	S86°28'33"W	84.24'
C69	84.29'	725.00'	6°39'39"	S79°48'54"W	84.24'
C70	43.02'	725.00'	3°23'59"	S74°47'04"W	43.01'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C71	49.91'	775.00'	3°41'22"	S74°55'46"W	49.90'
C72	31.42'	20.00'	90°00'00"	S61°54'55"E	28.28'
C73	54.05'	1031.50'	3°00'07"	N18°24'59"W	54.04'
C74	68.87'	1031.50'	3°49'31"	N21°49'48"W	68.86'
C75	61.71'	1031.50'	3°25'40"	N25°27'24"W	61.70'
C76	54.05'	1031.50'	3°00'07"	N28°40'17"W	54.04'
C77	72.53'	71.50'	58°07'27"	S01°06'38"E	69.46'
C78	32.60'	71.50'	26°07'11"	S41°00'41"W	32.31'
C79	32.41'	20.00'	92°50'06"	N79°30'41"W	28.98'
C80	57.44'	1215.50'	2°42'27"	N31°44'24"W	57.43'
C81	64.18'	1215.50'	3°01'31"	N28°52'25"W	64.17'
C82	58.99'	1215.50'	2°46'51"	N25°58'14"W	58.99'
C83	31.05'	1215.50'	1°27'48"	N23°50'55"W	31.04'
C84	5.32'	82.50'	3°41'36"	N21°16'13"W	5.32'
C85	35.42'	20.00'	101°28'14"	N31°18'42"E	30.97'
C86	71.32'	775.00'	5°16'22"	S79°24'38"W	71.30'
C87	67.54'	775.00'	4°59'36"	N89°58'23"W	67.52'
C88	28.22'	20.00'	80°51'03"	S52°02'39"E	25.94'
C89	23.58'	117.50'	11°29'53"	N17°22'04"W	23.54'
C90	25.43'	1250.50'	1°09'54"	N23°41'58"W	25.43'
C91	69.22'	1250.50'	3°10'18"	N25°52'04"W	69.21'
C92	68.24'	1250.50'	3°07'36"	N29°01'00"W	68.23'
C93	54.21'	1250.50'	2°29'02"	N31°49'19"W	54.21'
C94	33.03'	20.00'	94°36'56"	S14°14'38"W	29.40'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C95	70.85'	1066.50'	3°48'23"	N59°38'54"E	70.84'
C96	68.98'	1066.50'	3°42'21"	N55°53'32"E	68.97'
C97	67.01'	1066.50'	3°35'59"	N52°14'22"E	67.00'
C98	58.99'	1066.50'	3°10'09"	N48°51'18"E	58.99'
C99	59.13'	1066.50'	3°10'36"	N45°40'55"E	59.12'
C100	59.13'	1066.50'	3°10'36"	N42°30'19"E	59.12'
C116	67.70'	64.00'	60°36'45"	N73°02'56"E	64.59'
C117	19.78'	82.50'	1°34'40"	S52°24'30"E	19.73'
C118	31.50'	20.00'	90°14'06"	S00°25'26"E	28.34'
C134	396.24'	750.00'	30°16'13"	S88°13'12"W	391.65'
C135	154.54'	750.00'	1°14'82"	S78°59'15"W	154.27'
C136	241.70'	750.00'	18°27'52"	N85°52'38"W	240.66'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C137	94.15'	89.00'	60°36'45"	N73°02'56"E	89.82'
C138	65.97'	89.00'	42°28'03"	N82°07'17"E	64.47'
C139	28.19'	89.00'	18°08'42"	N51°48'54"E	28.07'
C296	52.64'	100.00'	30°09'46"	S44°11'38"E	52.04'
C297	31.43'	100.00'	18°00'27"	N14°06'47"W	31.30'
C298	253.55'	1233.00'	11°46'55"	N29°00'29"W	253.10'
C300	473.27'	1049.00'	2°55'59"	N49°00'27"E	469.27'
C301	54.88'	400.00'	7°51'41"	S58°00'07"W	54.84'
C302	34.24'	400.00'	4°54'18"	S59°28'48"W	34.23'
C303	20.64'	400.00'	2°57'23"	S55°32'58"W	20.64'
C304	130.86'	89.00'	84°14'38"	S11°56'58"W	119.39'
C305	234.62'	1014.00'	1°15'26"	N23°32'38"W	234.10'
C306	182.22'	2453.50'	4°15'19"	S31°37'22"E	182.18'
C307	263.42'	896.50'	16°50'07"	N25°19'58"W	262.47'
C308	31.42'	20.00'	90°00'00"	S61°54'55"E	28.28'
C309	31.42'	20.00'	90°00'00"	S28°05'05"W	28.28'

NOTE
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 5936, PAGE 1028. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

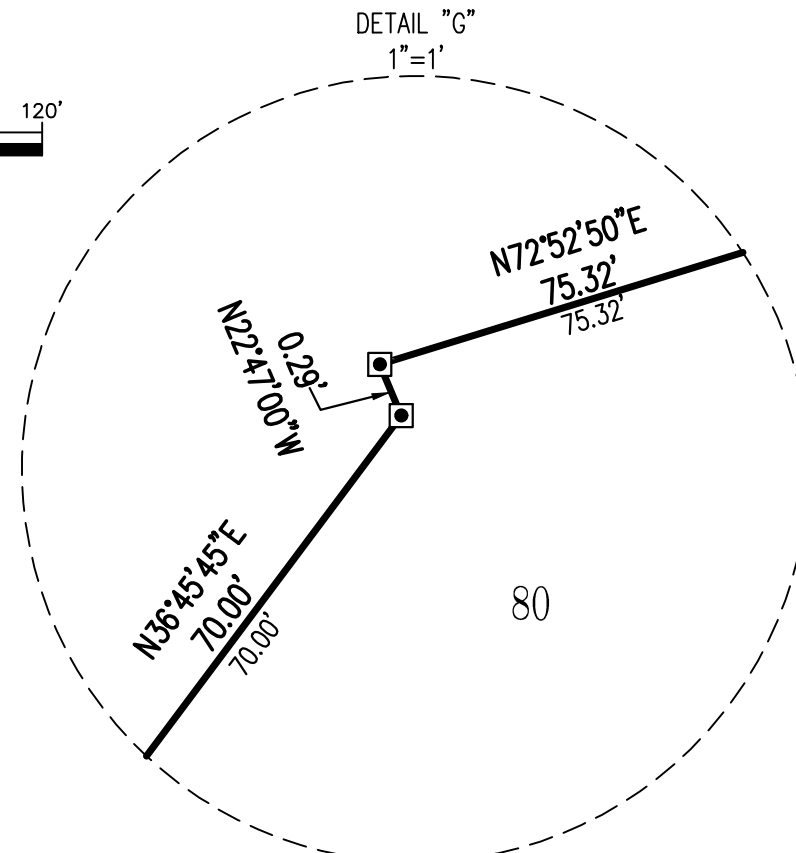
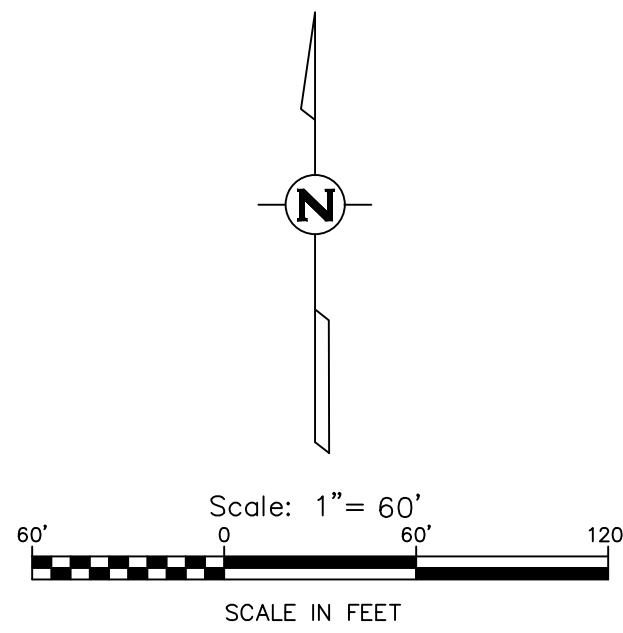
VILLAGES OF WEST LAKE UNIT NO. 48

SECTIONS 6 AND 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

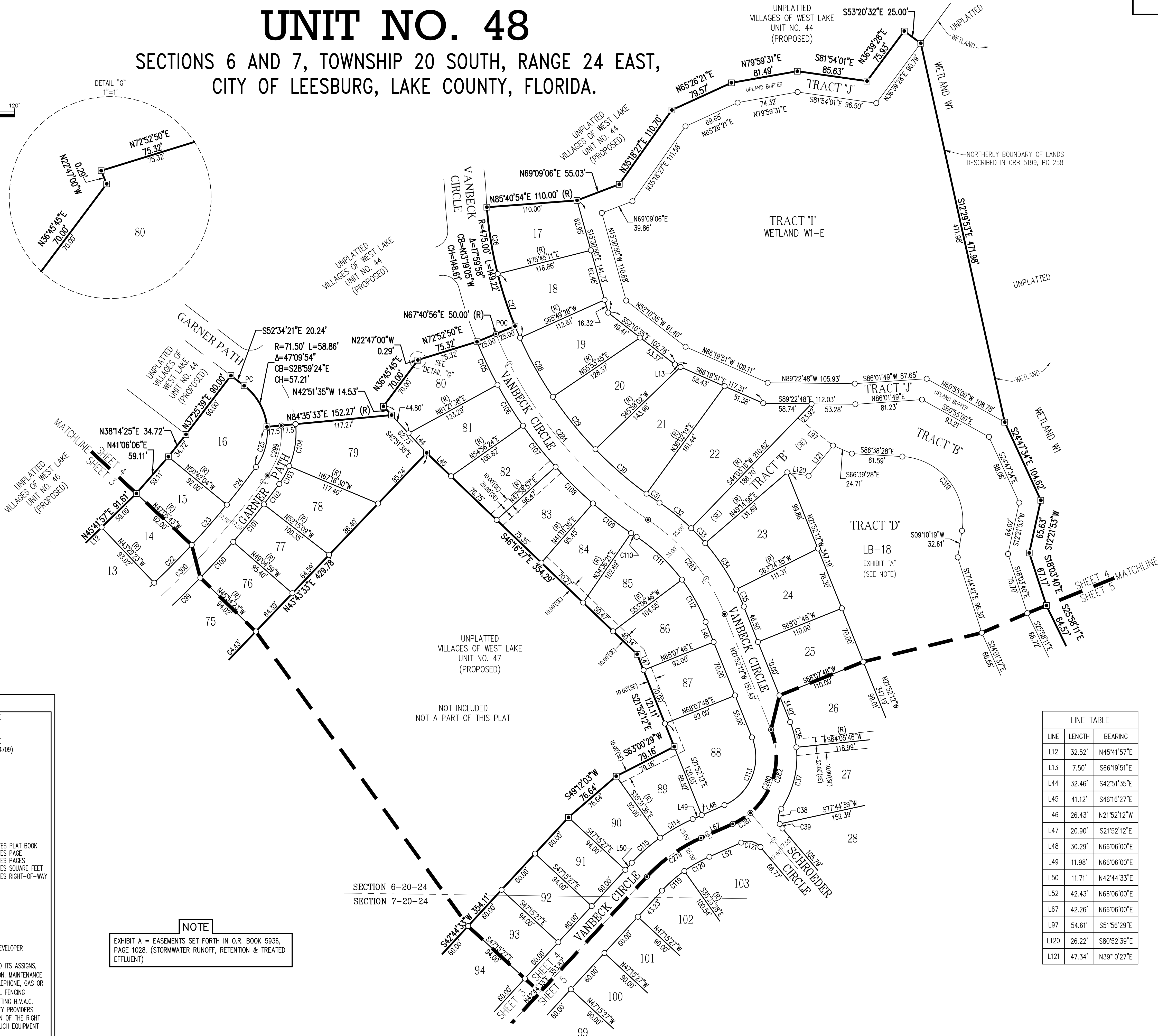
SHEET 4 OF 7

PLAT BOOK

PAGE



TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	11,643	0.27
B	272,633	6.26
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F	150,552	3.46
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K	70,751	1.62
L	1,327	0.03
M	6,275	0.14
N	3,339	0.08
O	2,664	0.06



LEGEND

- INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), 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).
- INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4709 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 BEARING
- CH INDICATES CHORD DISTANCE
- L INDICATES ARC LENGTH
- LB NO. INDICATES LICENSED BUSINESS
- ORB INDICATES OFFICIAL RECORDS BOOK
- PC INDICATES POINT OF CURVATURE
- POC INDICATES POINT ON CURVE
- PRC INDICATES POINT OF COMPOUND 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

NOTE

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 5936, PAGE 1028. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C22	64.91'	1031.50'	3°36'20"	N44°42'27"E	64.90'
C23	64.91'	1031.50'	3°36'20"	N41°06'06"E	64.90'
C24	57.90'	1031.50'	3°12'59"	N37°41'27"E	57.90'
C25	51.78'	71.50'	41°29'25"	N15°20'15"E	50.65'
C26	82.31'	475.00'	9°55'43"	S09°16'58"E	82.21'
C27	82.31'	475.00'	9°55'43"	S19°12'41"E	82.21'
C28	82.31'	475.00'	9°55'43"	S29°08'23"E	82.21'
C29	82.31'	475.00'	9°55'43"	S39°04'06"E	82.21'
C30	82.31'	475.00'	9°55'43"	S48°59'49"E	82.21'
C31	19.22'	475.00'	2°19'07"	S55°07'14"E	19.22'
C32	49.60'	275.00'	10°20'04"	N51°06'46"W	49.54'
C33	24.93'	275.00'	5°11'40"	N43°20'54"W	24.92'
C34	67.97'	275.00'	14°09'39"	N33°40'15"W	67.79'
C35	22.66'	275.00'	4°43'13"	N24°13'48"W	22.65'
C36	31.77'	114.00'	15°57'58"	N13°53'13"W	31.66'
C37	78.45'	114.00'	39°25'49"	N1°34'41"E	76.91'
C38	19.24'	20.00'	55°06'56"	S05°58'07"W	18.51'
C39	6.50'	20.00'	18°37'59"	S30°54'21"E	6.48'
C99	59.13'	1066.50'	3°10'36"	N45°40'55"E	59.12'
C100	59.13'	1066.50'	3°10'36"	N42°30'19"E	59.12'
C101	58.99'	1066.50'	3°10'09"	N39°19'56"E	58.99'
C102	30.99'	1066.50'	1°39'54"	N36°54'54"E	30.99'
C103	24.83'	106.50'	13°21'28"	N29°24'14"E	24.77'
C104	52.29'	106.50'	28°07'57"	N08°39'31"E	51.77'
C105	57.93'	525.00'	6°19'18"	S25°28'43"E	57.90'
C106	58.83'	525.00'	6°25'14"	S31°50'59"E	58.80'
C107	63.75'	525.00'	6°57'27"	S38°32'20"E	63.71'
C108	63.74'	525.00'	6°57'22"	S45°29'44"E	63.70'
C109	58.83'	525.00'	6°25'14"	S52°11'02"E	58.80'
C110	8.12'	525.00'	0°53'09"	S55°50'14"E	8.12'
C111	76.16'	225.00'	19°23'34"	N46°35'01"W	75.79'
C112	58.97'	225.00'	15°01'02"	N29°22'43"W	58.80'
C113	98.26'	64.00'	87°58'12"	N22°06'54"E	88.89'
C114	45.66'	225.00'	11°37'36"	S60°17'12"W	45.58'
C115	46.07'	225.00'	11°43'51"	S48°36'29"W	45.99'
C119	36.24'	175.00'	11°51'58"	S48°40'33"W	36.18'
C120	35.10'	175.00'	11°29'28"	S60°21'16"W	35.04'
C121	25.72'	20.00'	73°40'40"	N77°03'40"W	23.98'
C279	81.53'	200.00'	23°21'26"	S54°25'17"W	80.97'
C280	136.65'	89.00'	87°58'12"	N22°06'54"E	123.62'
C281	25.35'	89.00'	16°19'20"	N57°56'20"E	25.27'
C282	111.29'	89.00'	71°38'52"	N13°57'14"E	104.18'
C283	150.14'	250.00'	34°24'36"	N39°04'30"W	147.90'
C284	296.38'	500.00'	33°57'44"	S39°17'56"E	292.06'
C299	64.45'	89.00'	41°29'25"	N15°20'15"E	63.05'
C300	473.27'	1049.00'	25°50'59"	N49°00'27"E	469.27'
C319	130.44'	78.00'	95°48'47"	N38°44'05"W	115.76'

LINE TABLE		
LINE	LENGTH	BEARING
L12	32.52'	N45°41'57"E
L13	7.50'	S66°19'51"E
L44	32.46'	S42°51'35"E
L45	41.12'	S46°16'27"E
L46	26.43'	N21°52'12"W
L47	20.90'	S21°52'12"E
L48	30.29'	N66°06'00"E
L49	11.98'	N66°06'00"E
L50	11.71'	N42°44'33"E
L52	42.43'	N66°06'00"E
L67	42.26'	N66°06'00"E
L97	54.61'	S51°56'29"E
L120	26.22'	S80°52'39"E
L121	47.34'	N39°10'27"E

VILLAGES OF WEST LAKE UNIT NO. 48

SECTIONS 6 AND 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SHEET 5 OF 7

PLAT BOOK

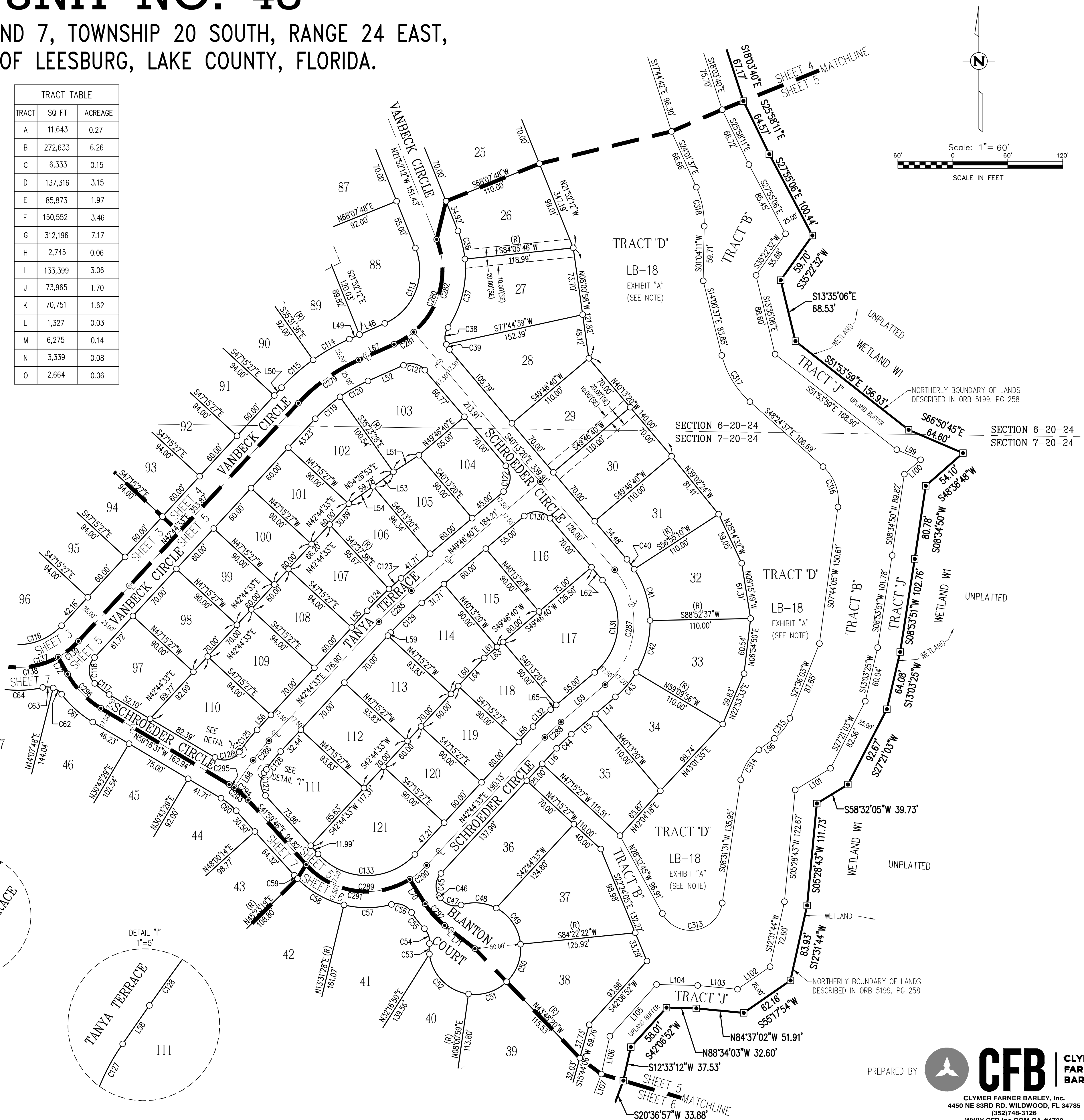
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CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.
C36	31.77'	114.00'	15°57'58"	N13°53'13"W
C37	78.45'	114.00'	39°25'49"	N13°48'41"E
C38	19.24'	20.00'	55°06'56"	S05°58'07"W
C39	6.50'	20.00'	18°37'59"	S30°54'21"E
C40	13.28'	106.50'	7°08'31"	N36°39'05"W
C41	59.40'	106.50'	31°57'27"	N17°06'06"W
C42	59.40'	106.50'	31°57'27"	N14°51'21"E
C43	35.21'	106.50'	18°56'35"	N40°18'22"E
C44	22.41'	182.50'	7°02'06"	S46°15'37"W
C45	26.17'	20.00'	74°58'33"	S05°15'17"W
C46	2.99'	71.50'	22°3'36"	S33°25'48"E
C47	25.49'	20.00'	73°00'38"	S71°07'55"E
C48	39.60'	50.00'	45°22'46"	N84°56'51"W
C49	49.42'	50.00'	56°37'51"	N33°56'33"W
C50	45.22'	50.00'	51°49'18"	N20°17'01"E
C51	45.22'	50.00'	51°49'18"	N72°06'19"E
C52	65.67'	50.00'	75°15'04"	S44°21'29"E
C53	11.48'	50.00'	13°08'59"	S00°09'28"E
C54	17.66'	20.00'	50°35'27"	N18°52'41"W
C55	22.63'	106.50'	12°10'28"	S38°05'11"E
C56	25.36'	20.00'	72°38'56"	N68°19'25"W
C57	52.37'	106.50'	28°10'22"	N89°26'17"E
C58	59.23'	106.50'	31°51'51"	S60°32'37"E
C59	4.86'	106.50'	2°36'55"	S43°18'14"E
C60	21.56'	71.50'	17°16'45"	N50°38'09"W
C61	45.73'	117.50'	22°17'48"	S48°07'37"E
C62	11.60'	20.00'	33°13'44"	N53°35'35"W
C63	11.60'	20.00'	33°13'44"	N86°49'20"W
C64	53.31'	114.00'	26°47'30"	N89°57'33"E
C113	98.26'	64.00'	87°58'12"	N22°06'54"E
C114	45.66'	225.00'	11°37'36"	S60°17'12"W
C115	46.07'	225.00'	11°43'51"	S48°36'29"W
C116	67.70'	64.00'	60°36'45"	N73°02'56"E
C117	19.78'	82.50'	13°44'02"	S52°24'30"E
C118	31.50'	20.00'	90°14'06"	S00°25'26"E
C119	36.24'	175.00'	11°51'58"	S48°40'33"W
C120	35.10'	175.00'	11°29'28"	S60°21'16"W
C121	25.72'	20.00'	73°40'40"	N77°03'40"W
C122	31.42'	20.00'	90°00'01"	N04°46'39"E
C123	17.52'	417.50'	2°24'18"	S48°34'31"W
C124	33.74'	417.50'	4°37'48"	S45°03'28"W
C125	29.92'	217.50'	7°52'55"	S38°48'06"W

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.
C126	29.97'	20.00'	85°51'50"	N77°47'34"E
C127	26.83'	20.00'	76°51'26"	S03°34'04"E
C128	25.11'	182.50'	7°52'55"	S38°48'06"W
C129	46.97'	382.50'	7°02'07"	S46°15'37"W
C130	31.42'	20.00'	90°00'01"	N85°13'21"W
C131	112.31'	71.50'	90°00'01"	N04°46'40"E
C132	26.71'	217.50'	7°02'06"	S46°15'37"W
C133	118.88'	71.50'	95°15'40"	S89°37'36"E
C137	94.15'	89.00'	60°36'45"	N73°02'56"E
C138	65.97'	89.00'	42°28'03"	N82°07'17"E
C139	28.19'	89.00'	18°08'42"	N51°48'54"E
C279	81.53'	200.00'	23°21'26"	S54°25'17"W
C280	136.65'	89.00'	87°58'12"	N22°06'54"E
C281	25.35'	89.00'	16°19'20"	N57°56'20"E
C282	111.29'	89.00'	71°38'52"	N13°57'14"E
C285	49.11'	400.00'	7°02'06"	S46°15'37"W
C286	27.51'	200.00'	7°52'55"	S38°48'06"W
C287	139.80'	89.00'	90°00'00"	N04°46'40"E
C288	24.56'	200.00'	7°02'06"	S46°15'37"W
C289	147.97'	89.00'	95°15'40"	S89°37'36"E
C290	23.87'	89.00'	15°21'55"	N50°25'31"E
C291	124.11'	89.00'	79°53'46"	S81°56'39"E
C292	31.95'	89.00'	20°34'13"	S42°10'38"E
C293	26.84'	89.00'	17°16'45"	N50°38'08"W
C294	20.42'	89.00'	13°08'35"	N48°34'04"W
C295	6.42'	89.00'	4°08'10"	N57°12'26"W
C296	52.64'	100.00'	30°09'46"	S44°11'38"E
C313	87.31'	35.00'	142°55'44"	N79°59'23"E
C314	39.44'	50.00'	45°12'02"	S31°07'32"W
C315	28.03'	50.00'	32°07'30"	N37°39'48"E
C316	49.00'	50.00'	56°08'42"	N20°20'16"W
C317	60.04'	100.00'	34°24'00"	S31°12'37"E
C318	43.80'	100.00'	25°05'48"	N11°28'43"W

LINE TABLE		
LINE	LENGTH	BEARING
L14	28.76'	N49°46'40"E
L15	34.23'	N49°46'40"E
L16	23.01'	N42°44'33"E
L48	30.29'	N66°06'00"E
L49	11.98'	N66°06'00"E
L50	11.71'	N42°44'33"E
L51	33.27'	N56°55'24"E
L52	42.43'	N66°06'00"E
L53	27.08'	S54°26'53"W
L54	32.70'	S54°26'53"W
L55	24.77'	N42°44'33"E
L56	22.13'	N42°44'33"E
L57	1.29'	N34°51'39"E
L58	4.26'	N34°51'39"E
L59	4.46'	N42°44'33"E
L60	53.50'	S42°44'33"W
L61	18.40'	N49°46'40"E
L62	18.50'	S40°13'20"E
L63	26.90'	S49°46'40"W
L64	41.82'	S42°44'33"W
L65	7.99'	N49°46'40"E
L66	22.92'	N42°44'33"E
L67	42.26'	N66°06'00"E
L68	36.41'	N34°51'39"E
L69	62.99'	N49°46'40"E
L70	31.58'	S31°53'32"E
L71	41.69'	N52°27'45"W
L72	21.20'	S29°06'45"E
L96	20.95'	S53°43'33"W
L99	28.26'	S66°50'45"E
L100	23.60'	S48°38'48"W
L101	45.23'	S58°32'05"W
L102	43.25'	S55°17'54"W
L103	43.66'	N84°37'02"W
L104	44.94'	N88°34'03"W
L105	76.09'	S42°06'52"W
L106	42.36'	S12°33'12"W
L107	27.63'	S20°36'57"W

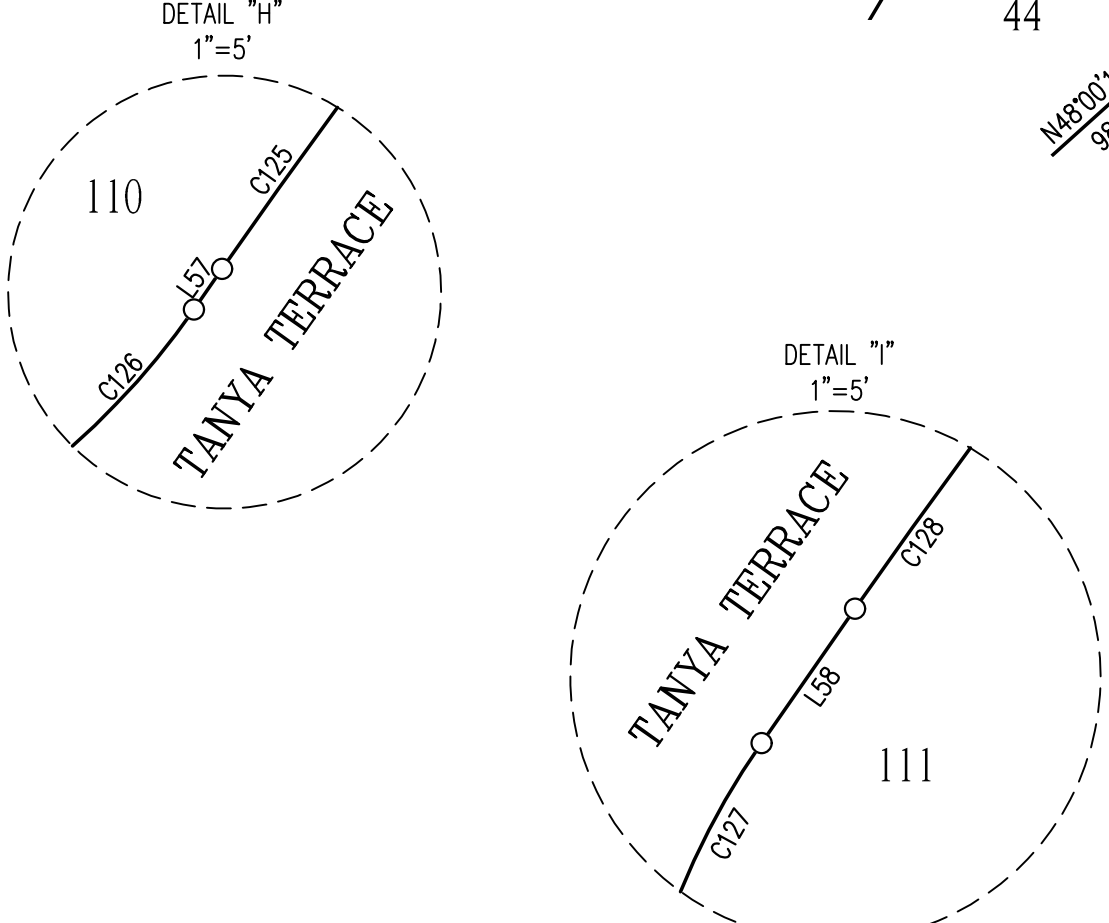
TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	11,643	0.27
B	272,633	6.26
C	6,333	0.15
D	137,316	3.15
E	85,873	1.97
F	150,552	3.46
G	312,196	7.17
H	2,745	0.06
I	133,399	3.06
J	73,965	1.70
K	70,751	1.62
L	1,327	0.03
M	6,275	0.14
N	3,339	0.08
O	2,664	0.06



LEGEND

- INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), 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)
- INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4709 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 | PB | INDICATES PLAT BOOK |
| CB | INDICATES DELTA (CENTRAL ANGLE OF CURVE) | PG | INDICATES PAGE |
| CH | INDICATES CHORD BEARING | PCS | INDICATES PAGES |
| CL | INDICATES CHORD DISTANCE | SQ FT | INDICATES SQUARE FEET |
| L | INDICATES ARC LENGTH | R/W | INDICATES RIGHT-OF-WAY |
| 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. | | |

NOTE
EXHIBIT A - EASEMENTS SET FORTH IN O.R. BOOK 5936, PAGE 1028. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)



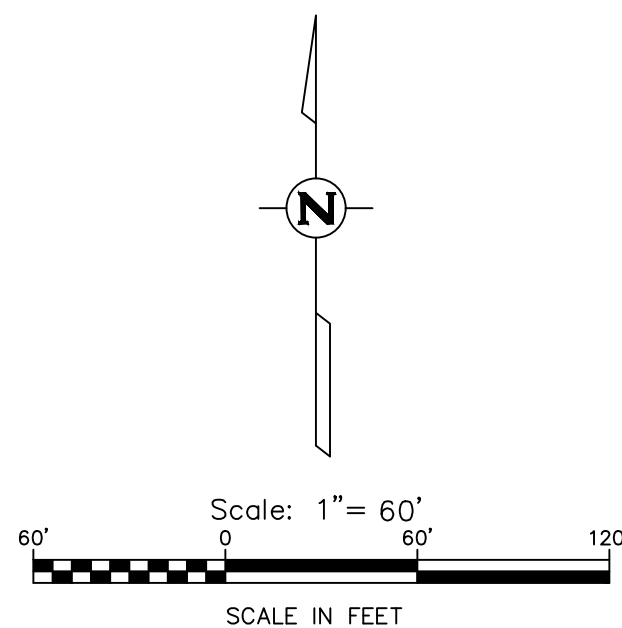
VILLAGES OF WEST LAKE UNIT NO. 48

SECTIONS 6 AND 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SHEET 6 OF 7

PLAT BOOK

PAGE



TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	11,643	0.27
B	272,633	6.26
C	6,333	0.15
D	137,316	3.15
E	85,873	1.97
F	150,552	3.46
G	312,196	7.17
H	2,745	0.06
I	133,399	3.06
J	73,965	1.70
K	70,751	1.62
L	1,327	0.03
M	6,275	0.14
N	3,339	0.08
O	2,664	0.06

NOTE

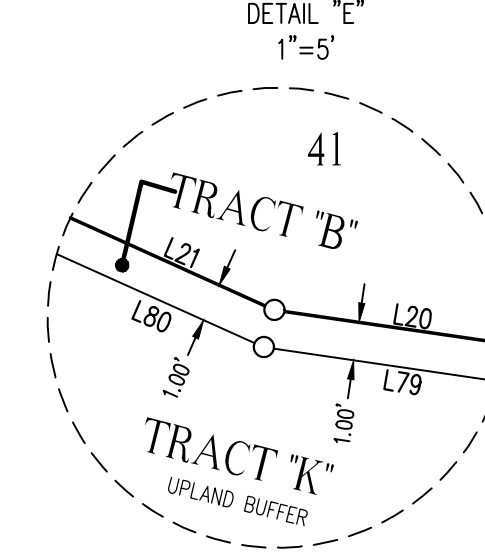
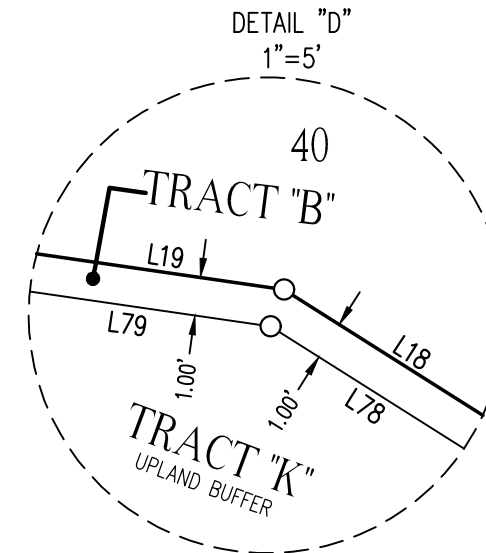
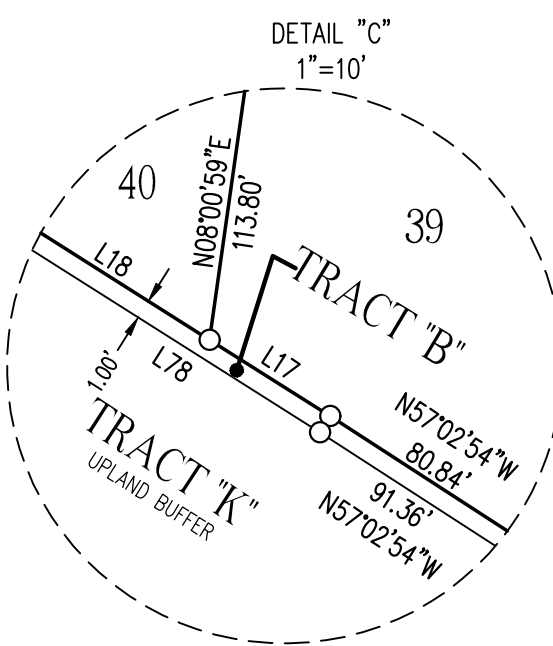
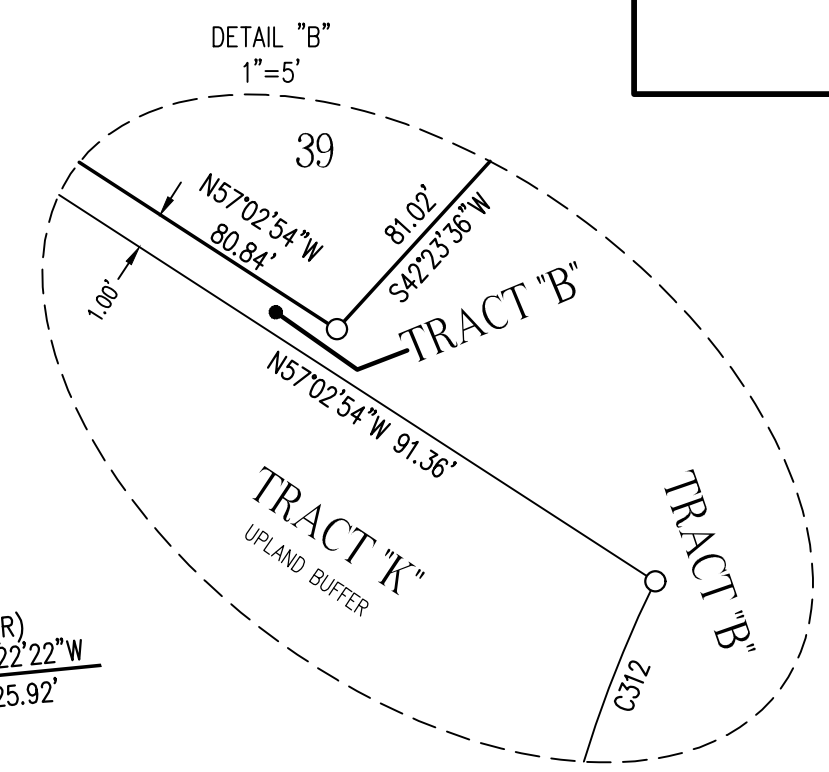
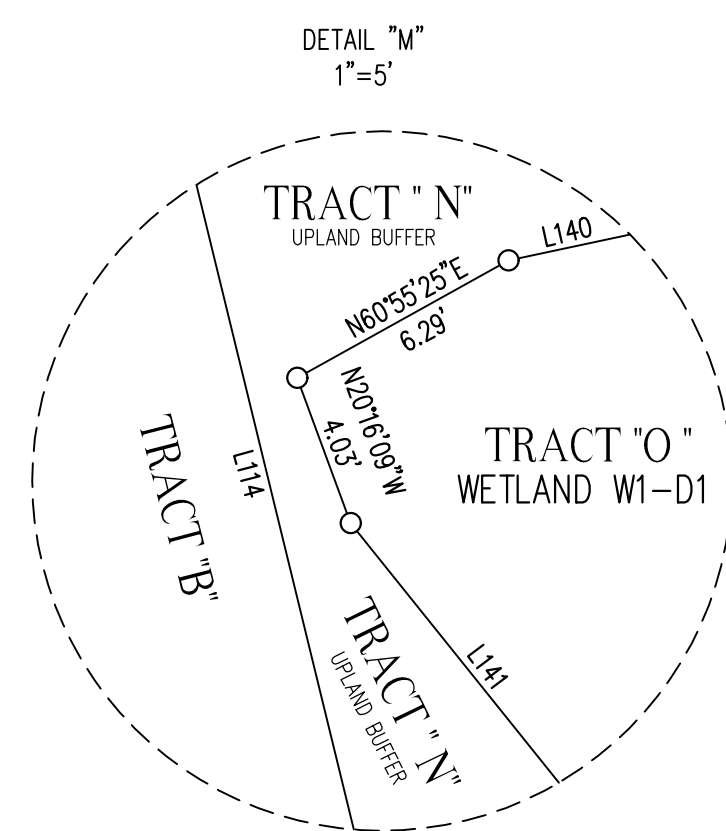
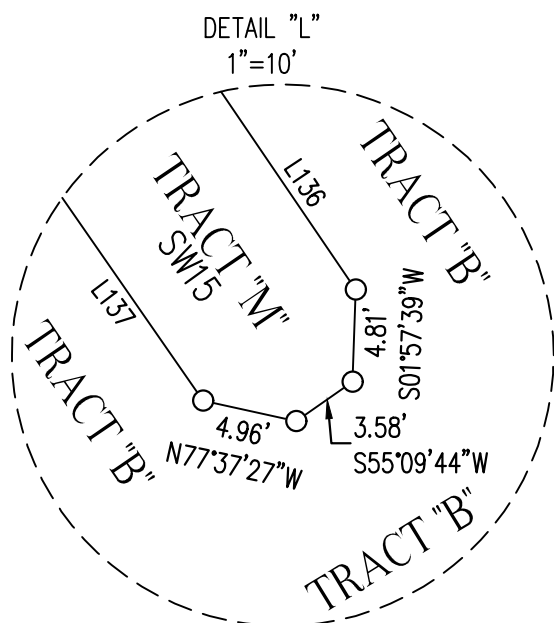
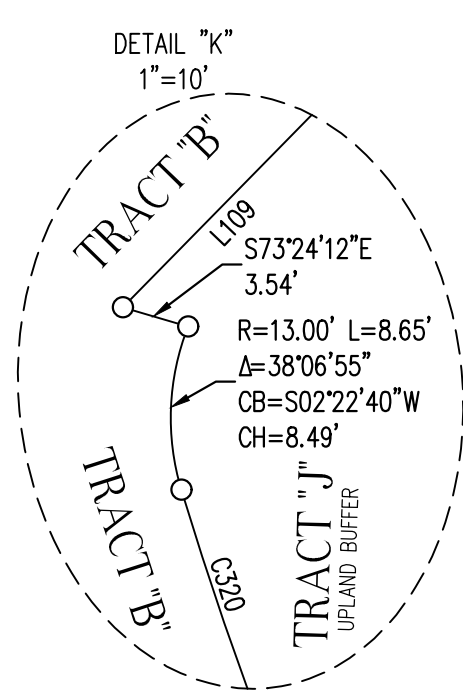
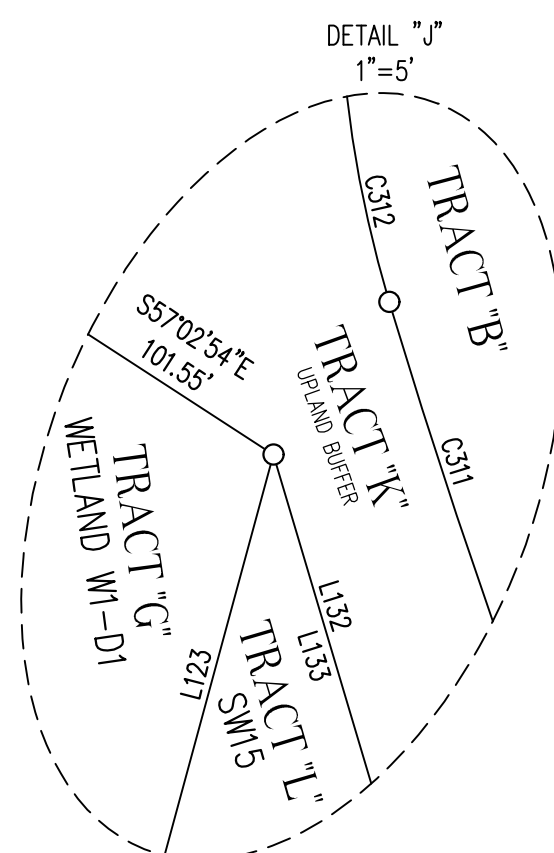
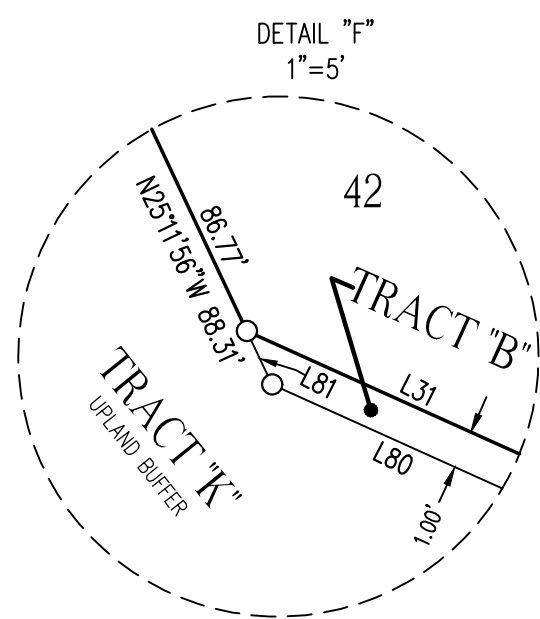
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 5936,
PAGE 1028. (STORMWATER RUNOFF, RETENTION & TREATED
EFFLUENT)

LEGEND

- INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), 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)
- INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4709 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
- CB INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CH INDICATES CHORD BEARING
- CH INDICATES CHORD DISTANCE
- LB INDICATES ARC LENGTH
- NO. INDICATES LICENSED BUSINESS
- ORB INDICATES NUMBER
- PC INDICATES POINT OF CURVATURE
- POC INDICATES POINT ON CURVE
- PRC INDICATES POINT OF COMPOUND 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)
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- PB INDICATES PLAT BOOK
- PG INDICATES PAGE
- PCS INDICATES PAGES
- SQ FT INDICATES SQUARE FEET
- R/W INDICATES RIGHT-OF-WAY

LINE TABLE		
LINE	LENGTH	BEARING
L17	7.43'	N57°42'44"W
L18	57.48'	N57°42'44"W
L19	53.30'	N81°45'52"W
L20	34.45'	N81°45'52"W
L21	24.56'	N65°42'40"W
L31	52.24'	N65°42'40"W
L70	31.58'	S31°53'32"E
L71	41.69'	N52°27'45"W
L78	64.70'	N57°42'44"W
L79	87.69'	N81°45'52"W
L80	75.77'	N65°42'40"W
L81	1.54'	N25°11'56"W
L83	65.05'	S79°43'24"E
L84	65.03'	N80°32'33"E
L85	66.28'	N82°45'55"E
L86	44.91'	S78°24'54"E
L87	64.49'	S46°39'07"E
L88	57.26'	S43°08'59"E
L89	49.77'	N18°26'39"E
L90	56.37'	N49°17'20"E
L91	3.97'	N31°18'22"W
L92	16.29'	N53°54'42"E
L93	17.61'	N29°52'35"W
L94	18.92'	N16°36'46"W
L95	14.84'	N15°09'16"E
L106	42.36'	S12°33'12"W
L107	27.63'	S20°36'57"W
L108	50.12'	S40°57'14"W
L109	33.71'	S44°32'02"W
L110	30.50'	N54°16'15"E
L111	34.34'	S43°11'31"E
L112	51.66'	N40°01'31"E
L113	4.56'	N60°55'25"E
L114	41.28'	N13°45'01"W
L115	22.64'	N25°15'42"W
L116	30.94'	N32°55'14"W
L117	14.44'	N34°48'30"W
L123	41.67'	S15°09'16"W
L124	35.31'	S40°01'31"W
L125	28.13'	N43°11'31"W
L126	38.28'	S54°16'15"W
L127	14.03'	N24°24'15"W
L128	34.43'	N44°32'02"E
L129	55.39'	N40°57'14"E
L130	34.60'	N25°49'01"W
L131	24.02'	S31°18'22"E
L132	47.49'	S16°36'46"E
L133	66.40'	S16°36'46"E
L134	13.10'	S53°54'42"W
L135	26.47'	S35°19'35"E
L136	43.93'	S34°15'31"E
L137	54.44'	N34°44'31"W
L138	42.01'	N33°28'28"W
L139	19.80'	N39°49'21"W
L140	61.59'	N77°50'46"E
L141	54.06'	N38°45'15"W
L142	39.24'	N36°58'30"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C45	26.17'	20.00'	74°58'33"	S05°15'17"W	24.34'
C46	2.99'	71.50'	2°23'36"	S33°25'48"E	2.99'
C47	25.49'	20.00'	73°00'38"	S71°07'55"E	23.80'
C48	39.60'	50.00'	45°22'46"	N84°56'51"W	38.57'
C49	49.42'	50.00'	56°37'51"	N33°56'33"W	47.43'
C50	45.22'	50.00'	51°49'18"	N20°17'01"E	43.70'
C51	45.22'	50.00'	51°49'18"	N72°06'19"E	43.70'
C52	65.67'	50.00'	75°15'04"	S44°21'29"E	61.05'
C53	11.48'	50.00'	13°08'59"	S00°09'28"E	11.45'
C54	17.66'	20.00'	50°35'27"	N18°52'41"W	17.09'
C55	22.63'	106.50'	12°10'28"	S38°05'11"E	22.59'
C56	25.36'	20.00'	72°38'56"	N68°19'25"W	23.69'
C57	52.37'	106.50'	28°10'22"	N89°26'17"E	51.84'
C58	59.23'	106.50'	31°51'51"	S60°32'37"E	58.47'
C59	4.86'	106.50'	2°36'55"	S43°18'14"E	4.86'
C133	118.88'	71.50'	95°15'40"	S89°37'36"E	105.65'
C289	147.97'	89.00'	95°15'40"	S89°37'36"E	131.51'
C290	23.87'	89.00'	15°21'55"	N50°25'31"E	23.80'
C291	124.11'	89.00'	79°53'46"	S81°56'39"E	114.29'
C292	31.95'	89.00'	20°34'13"	S42°10'38"E	31.78'
C311	38.06'	193.00'	11°17'55"	S22°19'45"E	38.00'
C312	23.25'	31.00'	42°58'29"	S04°48'27"W	22.71'
C320	54.96'	175.00'	17°59'44"	S25°40'39"E	54.74'
C321	62.52'	49.00'	73°06'33"	N87°01'15"E	58.37'
C322	43.98'	51.00'	49°24'28"	N69°56'21"W	42.63'



PREPARED BY:



CLYMER FARNER BARLEY
CLYMER FARNER BARLEY, Inc.
4450 NE 83RD RD. WILDWOOD, FL 34785
(352) 748-3126
WWW.CFB-INC.COM CA #4709

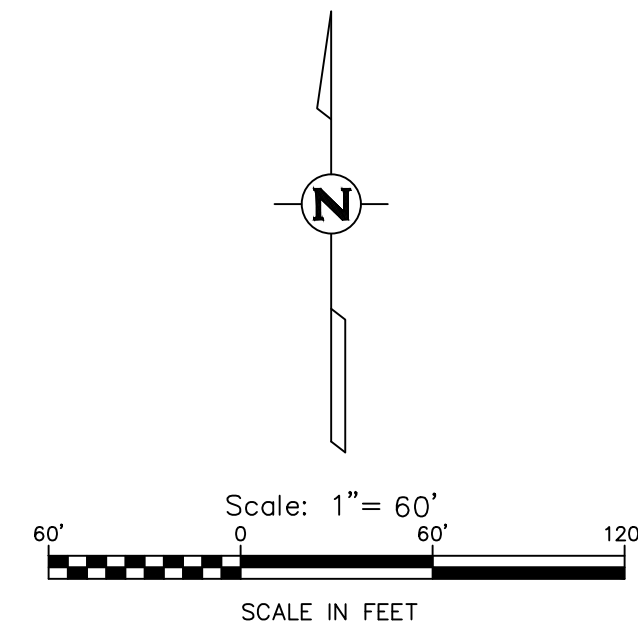
VILLAGES OF WEST LAKE UNIT NO. 48

SECTIONS 6 AND 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

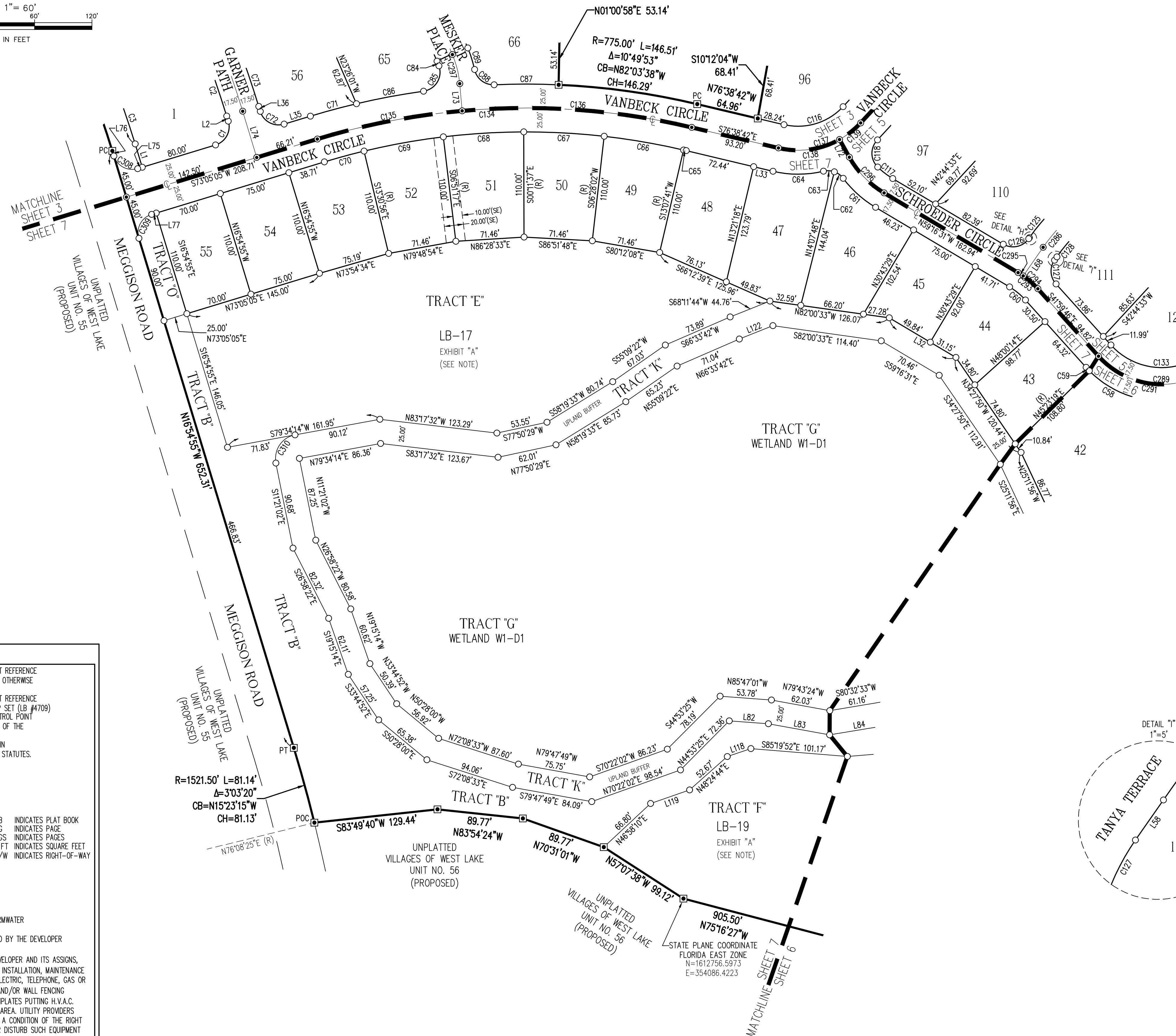
SHEET 7 OF 7

PLAT BOOK

PAGE



TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	11,643	0.27
B	272,633	6.26
C	6,333	0.15
D	137,316	3.15
E	85,873	1.97
F	150,552	3.46
G	312,196	7.17
H	2,745	0.06
I	133,399	3.06
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K	70,751	1.62
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NOTE

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 5936, PAGE 1028. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

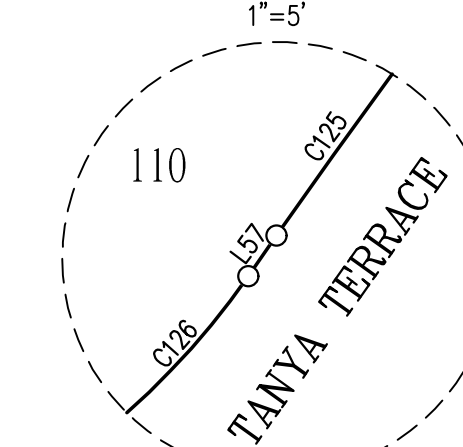
LINE TABLE		
LINE	LENGTH	BEARING
L1	25.48'	S16°54'55"E
L2	5.48'	S16°54'55"E
L32	80.99'	N59°16'31"W
L33	20.76'	S76°38'42"E
L35	28.71'	S73°05'05"W
L36	5.48'	S16°54'55"E
L57	1.29'	N34°51'39"E
L58	4.26'	N34°51'39"E
L68	36.41'	N34°51'39"E
L72	21.20'	S29°06'45"E
L73	28.57'	N5°06'34"W
L74	50.48'	S16°54'55"E
L75	5.00'	S73°05'05"W
L76	5.48'	S16°54'55"E
L77	5.00'	S73°05'05"W
L82	40.98'	S85°47'01"E
L83	65.05'	S79°43'24"E
L84	65.03'	N80°32'33"E
L118	26.07'	N71°25'29"E
L119	43.21'	N70°52'00"E
L122	37.75'	N68°11'44"E

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.
C1	31.42'	20.00'	90°00'01"	N28°05'04"E
C2	59.68'	996.50'	3°25'52"	N18°37'51"W
C3	53.69'	896.50'	3°25'52"	N18°37'51"W
C58	59.23'	106.50'	3°15'51"	S60°32'37"E
C59	4.86'	106.50'	2°36'55"	S43°18'14"E
C60	21.56'	71.50'	17°16'45"	N50°38'08"W
C61	45.73'	117.50'	22°17'48"	S48°07'37"E
C62	11.60'	20.00'	33°13'44"	N53°35'35"W
C63	11.60'	20.00'	33°13'44"	N86°49'20"W
C64	53.31'	114.00'	26°47'30"	N89°57'33"E
C65	2.87'	725.00'	0°13'37"	N76°45'30"W
C66	84.29'	725.00'	6°39'39"	N80°12'08"W
C67	84.29'	725.00'	6°39'39"	N86°51'48"W
C68	84.29'	725.00'	6°39'39"	S86°28'33"W
C69	84.29'	725.00'	6°39'39"	S79°48'54"W
C70	43.02'	725.00'	3°23'59"	S74°47'04"W
C71	49.91'	775.00'	3°41'22"	S74°55'46"W
C72	31.42'	20.00'	90°00'00"	S81°54'55"E
C73	54.05'	1031.50'	3°00'07"	N18°24'59"W
C84	5.32'	82.50'	3°41'36"	N21°16'13"W
C85	35.42'	20.00'	101°28'14"	N31°18'42"E
C86	71.32'	775.00'	5°16'22"	S79°24'38"W
C87	67.54'	775.00'	4°59'36"	N89°58'23"W
C88	28.22'	20.00'	80°51'03"	S52°02'39"E
C89	23.58'	117.50'	11°29'53"	N17°22'04"W
C116	67.70'	64.00'	60°36'45"	N73°02'56"E
C117	19.78'	82.50'	13°44'02"	S52°24'30"E
C118	31.50'	20.00'	90°14'06"	S00°25'26"E
C125	29.92'	217.50'	7°52'55"	S38°48'06"W
C126	29.97'	20.00'	85°51'50"	N77°47'34"E
C127	26.83'	20.00'	76°51'26"	S03°34'04"E
C128	25.11'	182.50'	7°52'55"	S38°48'06"W
C133	118.88'	71.50'	95°15'40"	S89°37'36"E
C134	396.24'	750.00'	30°16'13"	S88°13'12"W
C135	154.54'	750.00'	11°48'21"	S78°59'15"W
C136	241.70'	750.00'	18°27'52"	N85°52'38"W
C137	94.15'	89.00'	60°36'45"	N73°02'56"E
C138	65.97'	89.00'	42°28'03"	N82°07'17"E
C139	28.19'	89.00'	18°08'42"	N51°48'54"E
C286	27.51'	200.00'	7°52'55"	S38°48'06"W
C289	147.97'	89.00'	95°15'40"	S89°37'36"E
C291	124.11'	89.00'	79°53'46"	S81°56'39"E
C293	26.84'	89.00'	17°16'45"	N50°38'08"W
C294	20.42'	89.00'	13°08'35"	N48°34'04"W
C295	6.42'	89.00'	4°08'10"	N57°12'26"W
C296	52.64'	100.00'	30°09'46"	S44°11'38"E
C297	31.43'	100.00'	18°00'27"	N14°06'47"W
C308	31.42'	20.00'	90°00'00"	S81°54'55"E
C309	31.42'	20.00'	90°00'00"	S28°05'05"W
C310	39.67'	25.00'	90°55'16"	S34°06'36"W

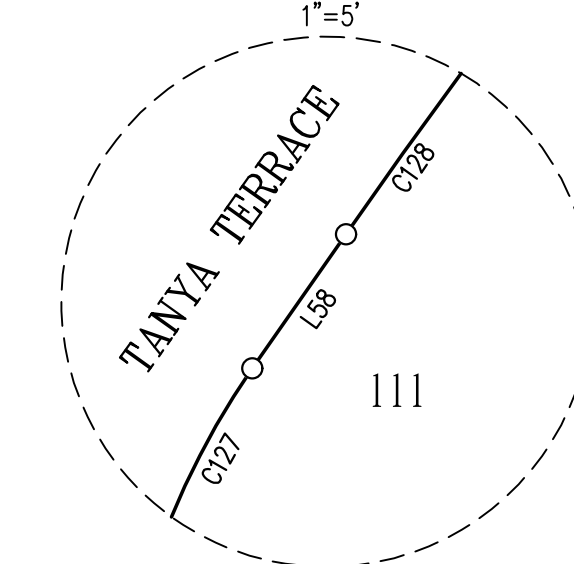
LEGEND

- INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), 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) INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4709 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 #6.)
- 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 BEARING
- L INDICATES CHORD DISTANCE
- LB NO. INDICATES ARC LENGTH
- ORB INDICATES LICENSED BUSINESS
- 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

DETAIL "H"
1"=5'



DETAIL "I"
1"=5'



PREPARED BY:



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: June 27, 2022

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. 56, a subdivision of the City of Leesburg, Florida, being a portion of Section 07, 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. 56)

Staff Recommendation:

Staff recommends approval of the plat for Villages of West Lake Unit No. 56 Subdivision.

Analysis:

The property is generally located east of the Florida Turnpike and north of County Road 470. The proposal is for approval of a plat consisting of 138 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. 56 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.

Submission Date and Time:

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. 56, A SUBDIVISION OF THE CITY OF LEESBURG, FLORIDA, BEING A PORTION OF SECTION 07, 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. 56)

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. 56 is hereby approved and accepted by the City of Leesburg, Florida; being

A PARCEL OF LAND LYING WITHIN THE EAST 1/2 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF AFORESAID SECTION 7; THENCE ALONG THE SOUTH LINE THEREOF RUN N89°18'50"W, 1433.81 FEET; THENCE DEPARTING SAID SOUTH LINE RUN N00°41'10"E, 292.05 FEET TO THE POINT OF BEGINNING; THENCE N78°31'12"W, 264.96 FEET; THENCE S17°42'27"W, 599.72 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 678.50 FEET AND A CHORD BEARING AND DISTANCE OF N24°12'55"W, 854.35 FEET TO WHICH A RADIAL LINE BEARS S26°45'55"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 78°02'21", AN ARC DISTANCE OF 924.14 FEET TO THE POINT OF TANGENCY; THENCE N14°48'16"E, 387.07 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1,521.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°39'51", AN ARC DISTANCE OF 761.18 FEET; THENCE ALONG A NON-TANGENT LINE RUN N83°49'40"E, 129.44 FEET; THENCE S83°54'24"E, 89.77 FEET; THENCE S70°31'01"E, 89.77 FEET; THENCE S57°07'38"E, 99.12 FEET; THENCE S75°16'27"E, 905.50 FEET; THENCE S52°25'45"E, 98.08 FEET; THENCE S37°15'26"E, 97.09 FEET; THENCE S19°00'03"E, 97.09 FEET; THENCE S02°33'35"E, 86.43 FEET; THENCE S01°15'35"W, 203.69 FEET; THENCE S23°30'29"E, 204.53 FEET; THENCE S16°18'41"E, 65.61 FEET; THENCE N75°53'44"E, 27.94 FEET; THENCE S24°27'37"E, 24.42 FEET; THENCE S24°44'28"E, 31.60 FEET; THENCE S19°09'13"W, 128.40 FEET; THENCE S19°34'58"E, 85.83 FEET; THENCE S71°53'57"W, 122.58 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 325.00 FEET AND A CHORD BEARING AND DISTANCE OF N15°55'54"W, 24.61 FEET TO WHICH A RADIAL LINE BEARS S71°53'57"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°20'20", AN ARC DISTANCE OF 24.61 FEET; THENCE ALONG A RADIAL LINE RUN S76°14'16"W, 50.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 375.00 FEET AND A CHORD BEARING AND DISTANCE OF N07°04'38"W, 87.31 FEET TO WHICH A

RADIAL LINE BEARS S76°14'16"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°22'11", AN ARC DISTANCE OF 87.50 FEET TO THE POINT OF TANGENCY; THENCE N00°23'33"W, 106.44 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 175.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°35'05", AN ARC DISTANCE OF 26.22 FEET; THENCE ALONG A NON-TANGENT LINE RUN S74°40'54"W, 115.15 FEET; THENCE N15°19'06"W, 139.11 FEET; THENCE N23°30'29"W, 91.50 FEET; THENCE N12°07'52"W, 136.98 FEET; THENCE N02°05'30"W, 37.03 FEET; THENCE N01°10'29"E, 139.08 FEET; THENCE N07°01'34"W, 94.75 FEET; THENCE N75°16'27"W, 199.43 FEET; THENCE N04°03'37"E, 71.23 FEET; THENCE N14°43'33"E, 20.00 FEET; THENCE N75°16'27"W, 220.51 FEET; THENCE S04°03'37"W, 1,047.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 34.36 ACRES, MORE OR LESS.

(See Exhibit A, Villages of West Lake Unit No. 56 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 27th day of June 2022.

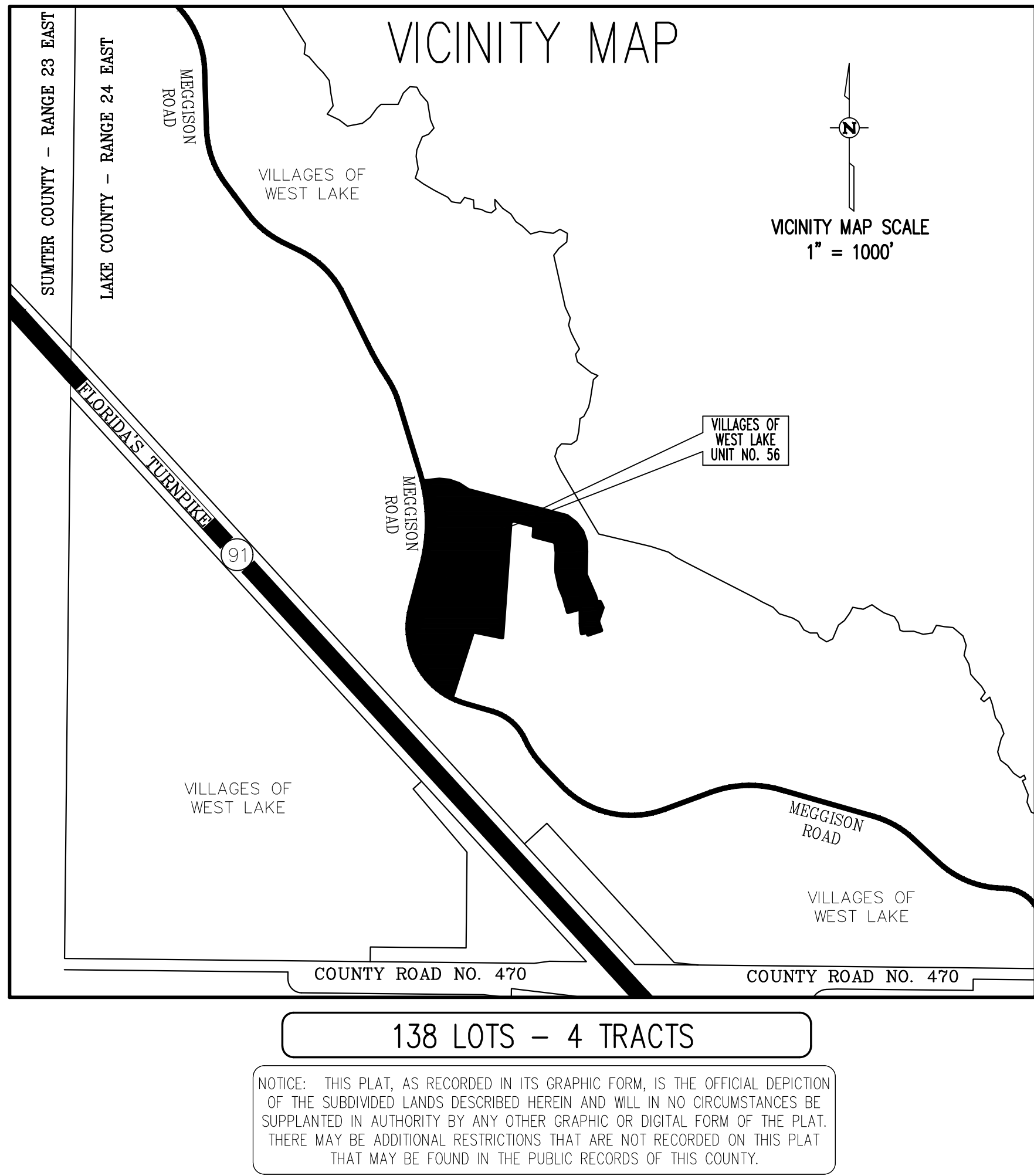
ATTEST:

Mayor

City Clerk

VILLAGES OF WEST LAKE UNIT NO. 56

SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.



LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE EAST 1/2 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF AFORESAID SECTION 7; THENCE ALONG THE SOUTH LINE THEREOF RUN N89°18'50"W, 1433.81 FEET; THENCE DEPARTING SAID SOUTH LINE RUN N00°41'10"E, 292.05 FEET TO THE POINT OF BEGINNING; THENCE N78°31'12"W, 264.96 FEET; THENCE S17°42'27"W, 599.72 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 678.50 FEET AND A CHORD BEARING AND DISTANCE OF N24°12'55"W, 854.35 FEET TO WHICH A RADIAL LINE BEARS S26°45'55"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 78°02'21", AN ARC DISTANCE OF 924.14 FEET TO THE POINT OF TANGENCY; THENCE N14°48'16"E, 387.07 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1,521.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°39'51", AN ARC DISTANCE OF 761.18 FEET; THENCE ALONG A NON-TANGENT LINE RUN N83°49'40"E, 129.44 FEET; THENCE S83°54'24"E, 89.77 FEET; THENCE S70°31'01"E, 89.77 FEET; THENCE S57°07'38"E, 99.12 FEET; THENCE S75°16'27"E, 905.50 FEET; THENCE S52°25'45"E, 98.08 FEET; THENCE S37°15'26"E, 97.09 FEET; THENCE S19°00'03"E, 97.08 FEET; THENCE S02°33'35"E, 86.43 FEET; THENCE S01°15'35"W, 203.69 FEET; THENCE S23°30'29"E, 204.53 FEET; THENCE S16°18'41"E, 65.61 FEET; THENCE N75°53'44"E, 27.94 FEET; THENCE S24°27'37"E, 24.42 FEET; THENCE S24°44'28"E, 31.60 FEET; THENCE S19°09'13"W, 128.40 FEET; THENCE S19°34'58"E, 85.83 FEET; THENCE S71°53'57"W, 122.58 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 325.00 FEET AND A CHORD BEARING AND DISTANCE OF N15°55'54"W, 24.61 FEET TO WHICH A RADIAL LINE BEARS S71°53'57"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°20'20", AN ARC DISTANCE OF 24.61 FEET; THENCE ALONG A RADIAL LINE RUN S76°14'16"W, 50.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 375.00 FEET AND A CHORD BEARING AND DISTANCE OF N07°04'38"W, 87.31 FEET TO WHICH A RADIAL LINE BEARS S76°14'16"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°22'11", AN ARC DISTANCE OF 87.50 FEET TO THE POINT OF TANGENCY; THENCE N00°23'33"W, 106.44 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 175.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°35'05", AN ARC DISTANCE OF 26.22 FEET; THENCE ALONG A NON-TANGENT LINE RUN S74°40'54"W, 115.15 FEET; THENCE N15°19'06"W, 139.11 FEET; THENCE N23°30'29"W, 91.50 FEET; THENCE N12°07'52"W, 136.98 FEET; THENCE N02°05'30"W, 37.03 FEET; THENCE N01°10'29"E, 139.08 FEET; THENCE N07°01'34"W, 94.75 FEET; THENCE N75°16'27"W, 199.43 FEET; THENCE N04°03'37"E, 71.23 FEET; THENCE N14°43'33"E, 20.00 FEET; THENCE N75°16'27"W, 220.51 FEET; THENCE S04°03'37"W, 1,047.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 34.36 ACRES, MORE OR LESS.

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 SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, HAS A BEARING OF NORTH 89°18'50" 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", "B" AND "C" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER.

9.) TRACTS "D" IS 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 6

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. 56, 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" AND "D" 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 _____ BY: _____
PRINT NAME _____ MARTIN L. DZURO,
MANAGER

WITNESSES: VILLAGE COMMUNITY DEVELOPMENT
DISTRICT NO. 14

(1) SIGNATURE _____ BY: _____
PRINT NAME _____ 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: _____ SEAL
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

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: _____ SEAL
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

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, INC. – REGISTRATION NUMBER LB 4709
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

SHEET 2 OF 6 | PLAT BOOK _____
PAGE _____

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	4,586	0.105
B	79,173	1.818
C	5,901	0.135
D	118,702	2.725

SHEET 5

NOTE

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 5936,
PAGE 1028. (STORMWATER RUNOFF, RETENTION & TREATED
EFFLUENT)

■	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE NOTED.	
▣	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) AND 5/8" IRON PIN AND CAP SET (LB #4709)	
●	INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAN 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	
N	INDICATES LINE NUMBER IN LINE TABLE	
Δ	INDICATES DELTA (INTERNAL ANGLE OF CURVE)	
CB	INDICATES CHORD BEARING	
CH	INDICATES CHORD DISTANCE	
L	INDICATES ARC LENGTH	PB INDICATES PLAT BOOK
LC	INDICATES LICENSED BUSINESS	PG INDICATES PAGE
NO	INDICATES NUMBER	PGS INDICATES PAGES
ORB	INDICATES OFFICIAL RECORDS BOOK	SQ FT INDICATES SQUARE FEET
PC	INDICATES POINT OF CURVATURE	R/W INDICATES RIGHT-OF-WAY
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	
OR	OR GOLF CART PATHS, DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SINKING EQUIPMENT UNDER 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.	

TRACT "A"-

UNPLATTED
VILLAGES OF WEST LAKE
UNIT NO. 55
(PROPOSED)

UNPLATTED
VILLAGES OF WEST LAKE
UNIT NO. 48
(PROPOSED)

SHEET 5

BAYSINGER PATH

UNPLATTED
VILLAGES OF WEST LAKE
UNIT NO. 57
(PROPOSED)

UNPLATTED
VILLAGES OF WEST LAKE
UNIT NO. 60
(PROPOSED)

SHEET 6

TRACT "C"

STATE PLANE COORDINATE
ZONE EAST
N=1611708.4897
E=353595.4785

UNPLATTED
VILLAGES OF WEST LAKE
UNIT NO. 55
(PROPOSED)

TRACT "D"
LB-20
EXHIBIT "A"
(SEE NOTE)
SHEET

UNPLATTED
VILLAGES OF WEST LAKE
UNIT NO. 58
(PROPOSED)

UNPLATTED
VILLAGES OF WEST LAKE
UNIT NO. 60
(PROPOSED)

UNPLATTED
VILLAGES OF WEST LAKE
UNIT NO. 59
(PROPOSED)

SOUTH LINE OF THE NORTHEAST 1/4
OF SECTION 7-20-24

UNPLATTED
VILLAGES OF WEST LAKE-
UNIT NO. 59
(PROPOSED)

UNPLATTED
VILLAGES OF WEST LAKE
UNIT NO. 61
(PROPOSED)

STATE PLANE COORDINATE
ZONE EAST
N=1610929.3148
E=353945.9012

SHEET 3

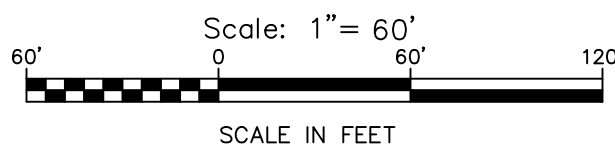
VILLAGES OF WEST LAKE UNIT NO. 56

SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SHEET 3 OF 6

PLAT BOOK

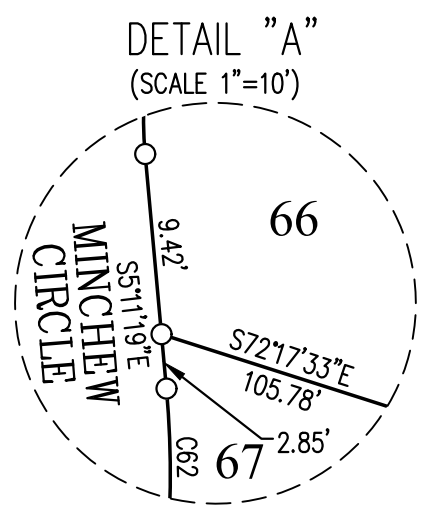
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TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	4,586	0.105
B	79,173	1.818
C	5,901	0.135
D	118,702	2.725

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C152	50.52'	636.50'	4°32'51"	S12°31'50"W	50.51'
C153	73.43'	636.50'	6°36'36"	S06°57'07"W	73.39'
C154	73.34'	636.50'	6°36'08"	S00°20'45"W	73.30'
C155	81.87'	636.50'	7°22'12"	S06°38'25"E	81.82'
C156	69.20'	636.50'	6°13'44"	S13°26'23"E	69.16'
C157	69.20'	636.50'	6°13'44"	S19°40'07"E	69.16'
C158	79.20'	636.50'	7°07'46"	S26°20'52"E	79.15'
C159	70.54'	636.50'	6°21'00"	S33°05'15"E	70.51'
C160	148.29'	636.50'	13°20'54"	S42°56'12"E	147.95'
C161	144.65'	636.50'	13°01'14"	S56°07'16"E	144.33'
C162	860.24'	636.50'	77°26'09"	S23°54'49"E	796.24'

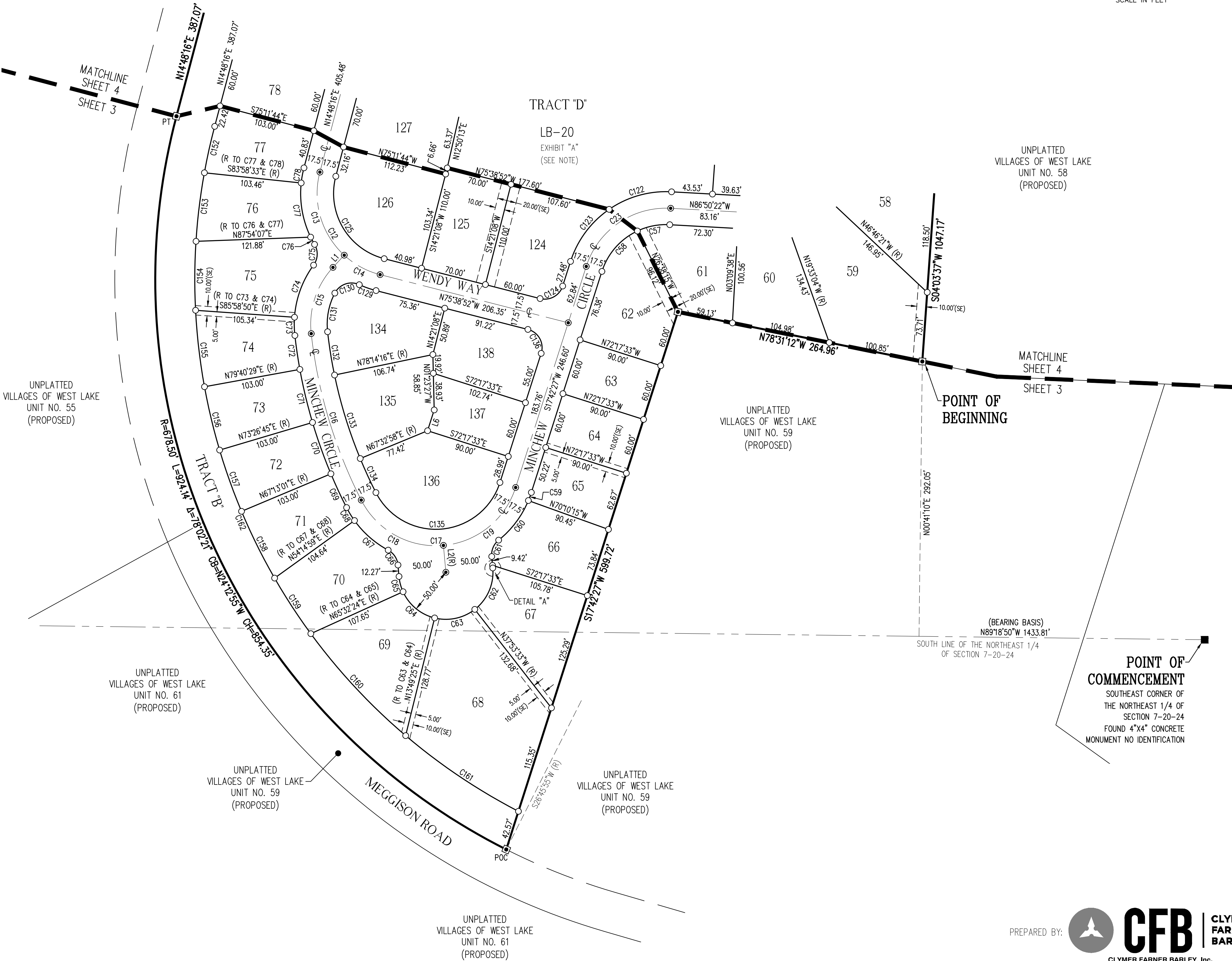
LINE TABLE		
LINE	LENGTH	BEARING
L1	17.65'	N42°45'25"E
L2	28.64'	S51°11'19"E
L6	23.21'	S17°42'27"W



LEGEND

- INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), 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)
- INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4709 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 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

NOTE
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 5936, PAGE 1028. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)



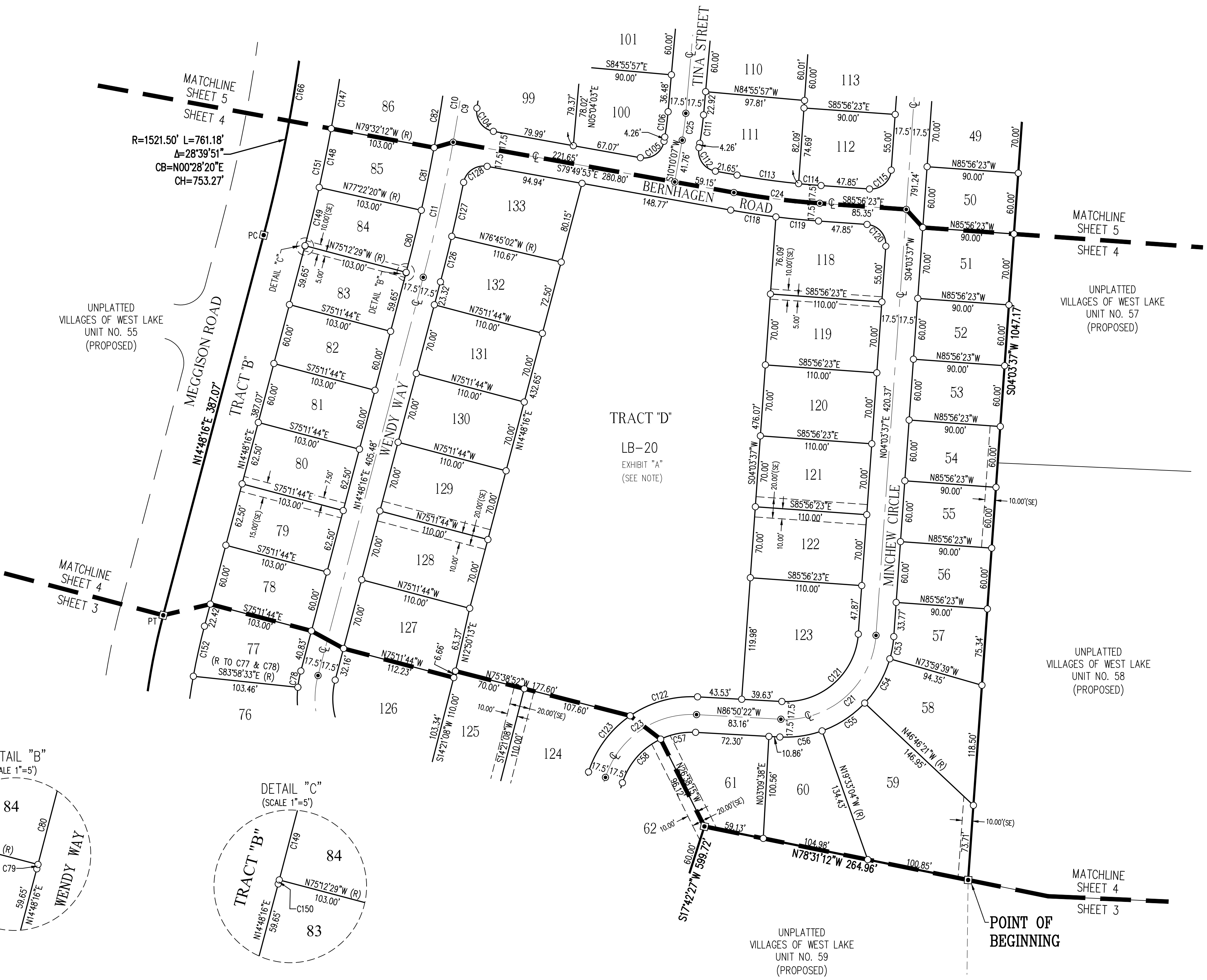
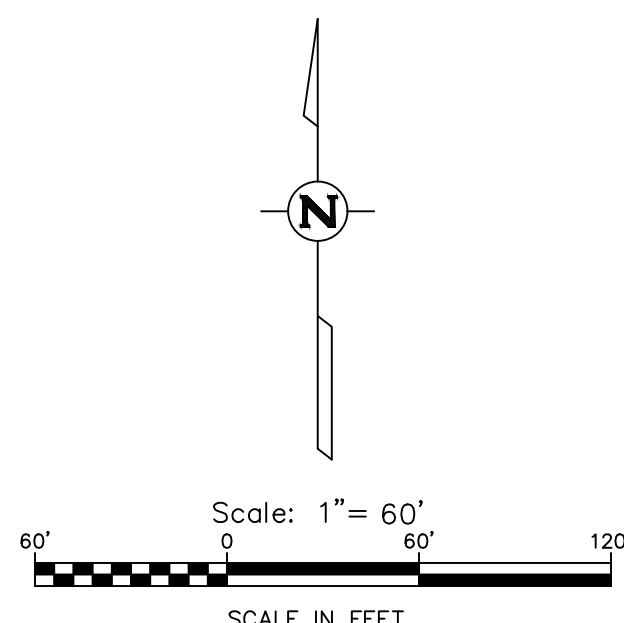
VILLAGES OF WEST LAKE
UNIT NO. 56

SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C9	550.08'	1684.00'	18°42'57"	N05°26'47"E	547.64'
C10	413.83'	1684.00'	14°04'48"	N03°07'43"E	412.79'
C11	136.25'	1684.00'	4°38'09"	N12°29'11"E	136.21'
C21	138.40'	89.00'	89°06'02"	S48°36'38"W	124.87'
C23	117.20'	89.00'	75°27'12"	S55°26'03"W	108.92'
C24	85.29'	800.00'	6°06'30"	S82°53'08"E	85.25'
C25	26.71'	300.00'	5°06'04"	S07°37'05"W	26.70'
C53	22.20'	106.50'	11°56'44"	N10°01'59"E	22.16'
C54	50.60'	106.50'	27°13'17"	N29°37'00"E	50.12'
C55	50.60'	106.50'	27°13'17"	N56°50'17"E	50.12'
C56	42.22'	106.50'	22°42'42"	N81°48'17"E	41.94'
C57	35.40'	71.50'	28°22'12"	S78°58'33"W	35.04'
C58	58.76'	71.50'	47°05'00"	S41°14'57"W	57.12'
C78	16.32'	106.50'	8°46'49"	S10°24'52"W	16.30'
C79	0.36'	1666.50'	0°00'45"	N14°47'53"E	0.36'
C80	62.95'	1666.50'	2°09'51"	N13°42'35"E	62.94'
C81	62.95'	1666.50'	2°09'51"	N11°32'44"E	62.94'
C82	62.95'	1666.50'	2°09'51"	N09°22'53"E	62.94'
C104	30.98'	20.00'	88°45'07"	S35°27'20"E	27.97'
C105	31.42'	20.00'	90°00'00"	N55°10'07"E	28.28'
C106	25.15'	282.50'	5°06'04"	N07°37'05"E	25.14'
C111	28.27'	317.50'	5°06'04"	N07°37'05"E	28.26'
C112	31.42'	20.00'	90°00'00"	S34°49'53"E	28.28'
C113	61.27'	782.50'	4°29'10"	S82°04'28"E	61.25'
C114	22.15'	782.50'	1°37'20"	S85°07'43"E	22.15'
C115	31.42'	20.00'	90°00'00"	N49°03'37"E	28.28'
C118	44.98'	817.50'	3°09'10"	S81°24'28"E	44.98'
C119	42.17'	817.50'	2°57'20"	S84°27'43"E	42.17'
C120	31.42'	20.00'	90°00'00"	N40°56'23"W	28.28'
C121	111.19'	71.50'	89°06'02"	N48°36'38"E	100.32'
C122	70.14'	106.50'	37°44'09"	S74°17'34"W	68.88'
C123	70.11'	106.50'	37°43'02"	S36°33'58"W	68.85'
C126	46.18'	1701.50'	1°33'18"	N14°01'37"E	46.18'
C127	54.42'	1701.50'	1°49'57"	N12°19'59"E	54.42'
C128	30.98'	20.00'	88°45'07"	S55°47'34"W	27.97'
C147	59.06'	1563.50'	2°09'51"	N09°22'53"E	59.05'
C148	59.06'	1563.50'	2°09'51"	N11°32'44"E	59.05'
C149	59.06'	1563.50'	2°09'51"	N13°42'35"E	59.05'
C150	0.34'	1563.50'	0°00'45"	N14°47'53"E	0.34'
C151	616.36'	1563.50'	22°35'13"	N03°30'39"E	612.37'
C152	50.52'	636.50'	4°32'51"	S12°31'50"W	50.51'
C166	579.71'	1521.50'	21°49'49"	N03°53'21"E	576.21'

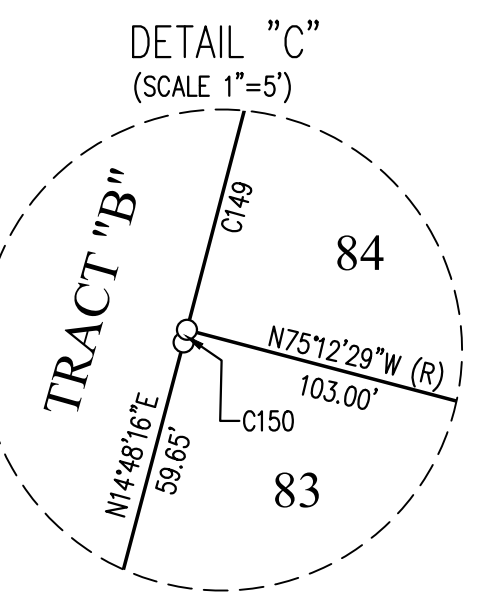
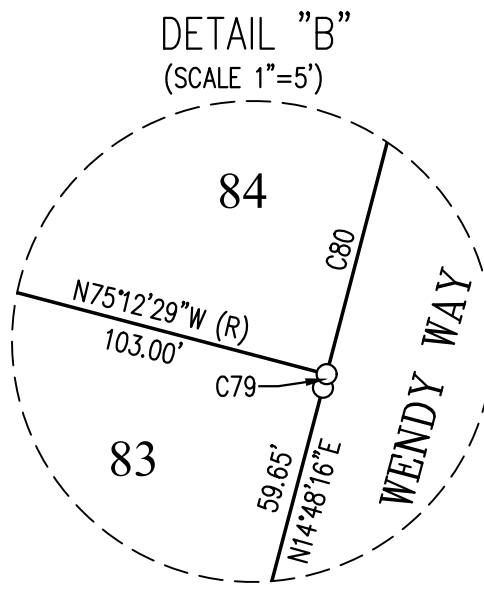
NOTE
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 5936,
PAGE 1028. (STORMWATER RUNOFF, RETENTION & TREATED
EFFLUENT)

TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	4,586	0.105
B	79,173	1.818
C	5,901	0.135
D	118,702	2.725



LEGEND

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- C9 INDICATES CURVE NUMBER IN CURVE TABLE
- L9 INDICATES LINE NUMBER IN LINE TABLE
| Δ | INDICATES DELTA (CENTRAL ANGLE OF CURVE) | PB | INDICATES PLAT BOOK |
| CB | INDICATES CHORD BEARING | PG | INDICATES PAGE |
| CH | INDICATES CHORD DISTANCE | PS | INDICATES PAGES |
| L | INDICATES ARC LENGTH | SO | INDICATES SQUARE FEET |
| NO. | INDICATES NUMBER | R/W | INDICATES RIGHT-OF-WAY |
| 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. | | |



VILLAGES OF WEST LAKE UNIT NO. 56

SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SHEET 5 OF 6

PLAT BOOK

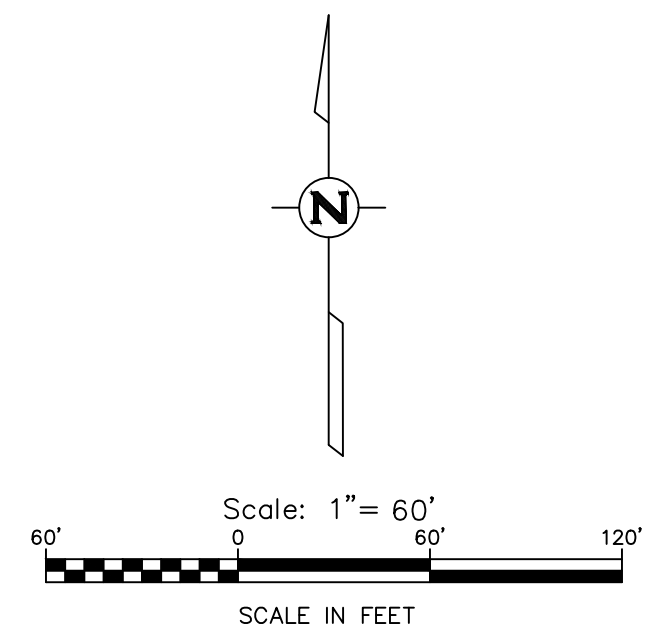
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CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C1	212.85'	250.00'	48°46'53"	N74°18'29"W	206.48'
C2	148.60'	250.00'	34°03'24"	N81°40'13"W	146.42'
C3	64.25'	250.00'	14°43'29"	N57°16'47"W	64.07'
C4	66.38'	150.00'	25°21'25"	N62°35'45"W	65.84'
C8	45.47'	89.00'	29°16'10"	N10°43'24"E	44.97'
C9	550.08'	1684.00'	18°42'57"	N05°26'47"E	547.64'
C10	413.83'	1684.00'	14°04'48"	N03°07'43"E	412.79'
C11	136.25'	1684.00'	4°38'09"	N12°29'11"E	136.21'
C20	228.42'	171.00'	76°32'02"	N37°00'26"W	211.81'
C22	16.57'	89.00'	10°39'56"	S09°23'35"W	16.54'
C24	85.29'	800.00'	6°06'30"	S82°53'08"E	85.25'
C25	26.71'	300.00'	5°06'04"	S07°37'05"W	26.70'
C26	16.86'	100.00'	9°39'30"	S09°53'48"W	16.84'
C27	38.86'	275.00'	8°05'50"	S85°21'00"W	38.83'
C28	64.27'	275.00'	13°23'23"	N83°54'24"W	64.12'
C29	64.27'	275.00'	13°23'23"	N70°31'01"W	64.12'
C30	64.27'	275.00'	13°23'23"	N57°07'38"W	64.12'
C31	2.47'	275.00'	0°30'54"	N50°10'29"W	2.47'
C32	55.32'	125.00'	25°21'25"	S62°35'45"E	54.87'
C33	36.37'	196.00'	10°37'56"	N69°57'29"W	36.32'
C34	62.45'	196.00'	18°15'23"	N55°30'49"W	62.19'
C35	62.45'	196.00'	18°15'23"	N37°15'26"W	62.19'
C49	155.45'	146.00'	61°00'16"	N29°14'33"W	148.21'
C50	39.57'	146.00'	15°31'46"	N67°30'34"W	39.45'
C51	31.42'	20.00'	90°00'00"	S59°43'33"W	28.28'
C52	13.31'	71.50'	10°39'56"	S09°23'35"W	13.29'
C81	62.95'	1666.50'	2°09'51"	N11°32'44"E	62.94'
C82	62.95'	1666.50'	2°09'51"	N09°22'53"E	62.94'
C83	62.95'	1666.50'	2°09'51"	N07°13'02"E	62.94'
C84	62.95'	1666.50'	2°09'51"	N05°03'10"E	62.94'
C85	62.95'	1666.50'	2°09'51"	N02°53'19"E	62.94'
C86	62.95'	1666.50'	2°09'51"	N00°43'28"E	62.94'
C87	62.95'	1666.50'	2°09'51"	N01°26'23"W	62.94'
C88	40.42'	1666.50'	1°23'23"	N03°13'00"W	40.42'
C89	18.37'	106.50'	9°53'00"	S01°01'49"W	18.35'
C90	36.03'	106.50'	19°23'10"	S15°39'54"W	35.86'
C91	35.10'	20.00'	100°32'25"	N24°54'44"W	30.76'
C92	92.35'	225.00'	23°30'59"	N86°56'26"W	91.70'
C93	9.06'	175.00'	2°57'53"	S73°47'31"E	9.05'
C94	68.39'	175.00'	22°23'32"	S61°06'48"E	67.96'
C95	16.43'	225.00'	4°11'04"	N52°00'34"W	16.43'
C96	35.10'	20.00'	100°32'25"	S75°37'41"W	30.76'
C97	36.53'	71.50'	29°16'10"	S10°43'24"W	36.13'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C98	54.38'	1701.50'	1°49'52"	N02°59'45"W	54.38'
C99	68.22'	1701.50'	2°17'49"	N00°55'54"W	68.21'
C100	68.22'	1701.50'	2°17'49"	N01°21'55"E	68.21'
C101	68.22'	1701.50'	2°17'49"	N03°39'45"E	68.21'
C102	67.62'	1701.50'	2°16'37"	N05°56'58"E	67.61'
C103	54.42'	1701.50'	1°49'57"	N08°00'15"E	54.42'
C104	30.98'	20.00'	88°45'07"	S35°27'20"E	27.97'
C105	31.42'	20.00'	90°00'00"	N55°10'07"E	28.28'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C106	25.15'	282.50'	5°06'04"	N07°37'05"E	25.14'
C107	19.81'	117.50'	9°39'30"	S09°53'48"W	19.78'
C108	31.42'	20.00'	90°00'00"	N30°16'27"W	28.28'
C109	31.42'	20.00'	90°00'00"	S59°43'33"W	28.28'
C110	13.91'	82.50'	9°39'30"	S09°53'48"W	13.89'
C111	28.27'	317.50'	5°06'04"	N07°37'05"E	28.26'
C112	31.42'	20.00'	90°00'00"	S34°49'53"E	28.28'
C113	61.27'	782.50'	4°29'10"	S82°04'28"E	61.25'
C114	22.15'	782.50'	1°37'20"	S85°07'43"E	22.15'
C115	31.42'	20.00'	90°00'00"	N49°03'37"E	28.28'
C116	19.82'	106.50'	10°39'56"	S09°23'35"W	19.80'
C117	31.42'	20.00'	90°00'00"	N30°16'27"W	28.28'
C118	44.98'	817.50'	3°09'10"	S81°24'28"E	44.98'
C119	42.17'	817.50'	2°57'20"	S84°27'43"E	42.17'
C120	31.42'	20.00'	90°00'00"	N40°56'23"W	28.28'
C127	54.42'	1701.50'	1°49'57"	N12°19'59"E	54.42'
C128	30.98'	20.00'	88°45'07"	S55°47'34"W	27.97'
C137	110.17'	1563.50'	4°02'14"	N11°38'01"W	110.14'
C138	30.83'	20.00'	88°19'38"	S54°32'06"E	27.87'
C139	30.83'	20.00'	88°19'38"	S37°08'16"W	27.87'
C140	69.06'	1563.50'	2°31'50"	N06°31'02"W	69.05'
C141	74.50'	1563.50'	2°43'48"	N03°53'13"W	74.49'
C142	59.06'	1563.50'	2°09'51"	N01°26'23"W	59.05'

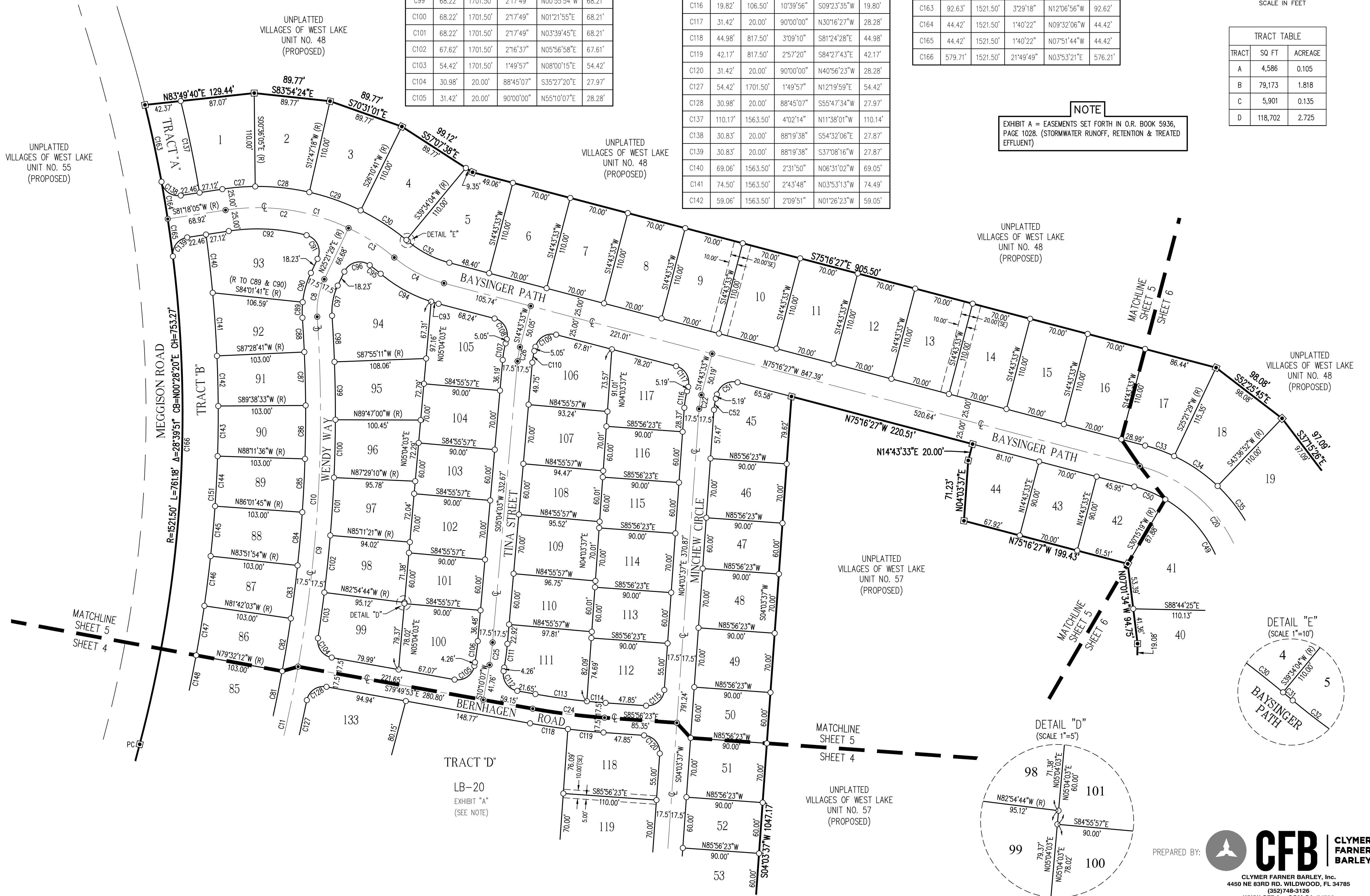
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C143	59.06'	1563.50'	2°09'51"	N00°43'28"E	59.05'
C144	59.06'	1563.50'	2°09'51"	N02°53'19"E	59.05'
C145	59.06'	1563.50'	2°09'51"	N05°03'10"E	59.05'
C146	59.06'	1563.50'	2°09'51"	N07°13'02"E	59.05'
C147	59.06'	1563.50'	2°09'51"	N09°22'53"E	59.05'
C148	59.06'	1563.50'	2°09'51"	N11°32'44"E	59.05'
C151	616.36'	1563.50'	22°35'13"	N03°30'39"E	612.37'
C163	92.63'	1521.50'	3°29'18"	N12°06'56"W	92.62'
C164	44.42'	1521.50'	1°40'22"	N09°32'06"W	44.42'
C165	44.42'	1521.50'	1°40'22"	N07°51'44"W	44.42'
C166	579.71'	1521.50'	21°49'49"	N03°53'21"E	576.21'



TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	4,586	0.105
B	79,173	1.818
C	5,901	0.135
D	118,702	2.725

NOTE
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 5936,
PAGE 1028. (STORMWATER RUNOFF, RETENTION & TREATED
EFFLUENT)

LEGEND			
■	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), 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)		
●	INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4709 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		
L	INDICATES LINE NUMBER IN LINE TABLE		
Δ	INDICATES CENTERLINE		
CB	INDICATES DELTA (CENTRAL ANGLE OF CURVE)		
CH	INDICATES CHORD BEARING		
L	INDICATES CHORD DISTANCE		
LB	INDICATES ARC LENGTH		
NO.	INDICATES LICENSED BUSINESS		
ORB	INDICATES NUMBER		
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		



VILLAGES OF WEST LAKE UNIT NO. 56

SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SHEET 6 OF 6

PLAT BOOK

PAGE

LINE TABLE		
LINE	LENGTH	BEARING
L3	18.96'	S16°18'41"E
L4	16.23'	S19°09'13"W
L5	24.54'	S19°34'58"E

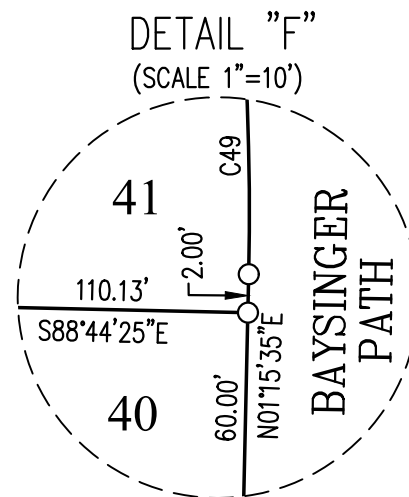
NOTE

EXHIBIT A - EASEMENTS SET FORTH IN O.R. BOOK 5936,
PAGE 1028. (STORMWATER RUNOFF, RETENTION & TREATED
EFFLUENT)

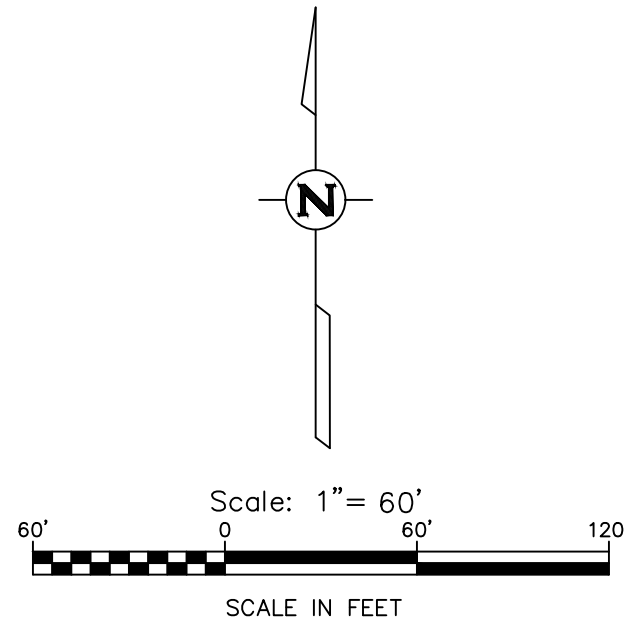
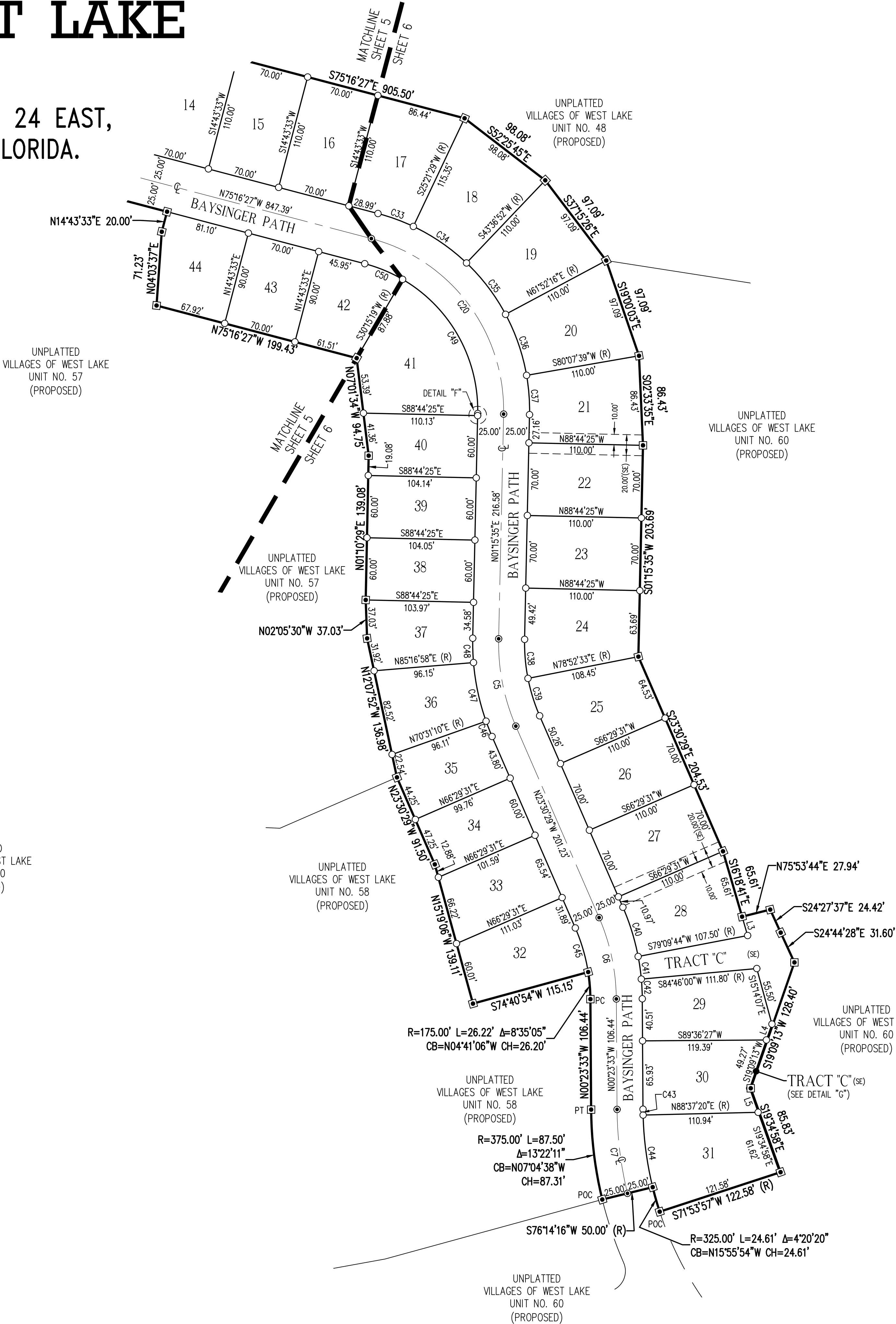
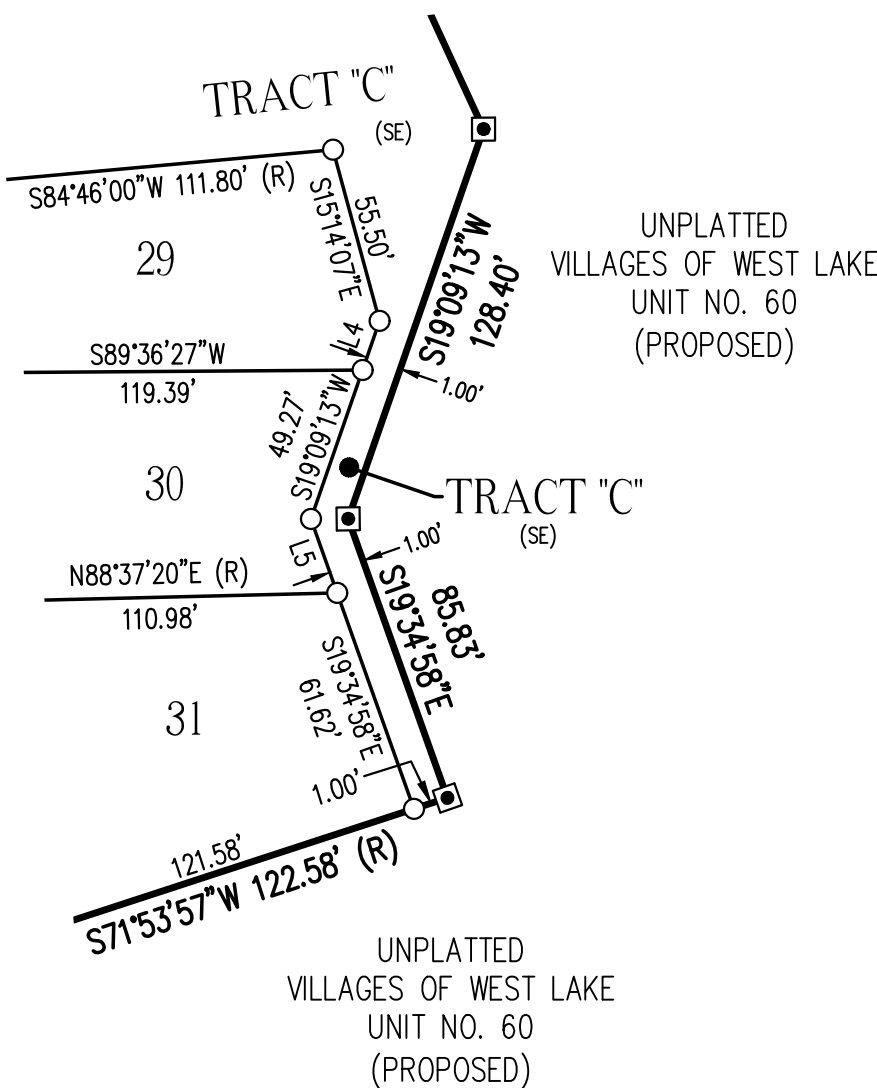
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C5	86.46'	200.00'	24°46'04"	N11°07'27"W	85.78'
C6	80.69'	200.00'	23°06'56"	N11°57'01"W	80.14'
C7	81.67'	350.00'	13°22'11"	N07°04'38"W	81.49'
C20	228.42'	171.00'	76°32'02"	N37°00'26"W	211.81'
C33	36.37'	196.00'	10°37'56"	N69°57'29"W	36.32'
C34	62.45'	196.00'	18°15'23"	N55°30'49"W	62.19'
C35	62.45'	196.00'	18°15'23"	N37°15'26"W	62.19'
C36	62.45'	196.00'	18°15'23"	N19°00'03"W	62.19'
C37	38.08'	196.00'	11°07'56"	N04°18'23"W	38.02'
C38	37.82'	175.00'	12°23'02"	S04°55'56"E	37.75'
C39	37.82'	175.00'	12°23'02"	S17°18'58"E	37.75'
C40	49.76'	225.00'	12°40'13"	N17°10'22"W	49.65'
C41	22.01'	225.00'	5°36'16"	N08°02'08"W	22.00'
C42	19.01'	225.00'	4°50'27"	N02°48'46"W	19.00'
C43	5.59'	325.00'	0°59'07"	S00°53'07"E	5.59'
C44	70.25'	325.00'	12°23'04"	S07°34'12"E	70.11'
C45	44.38'	175.00'	14°31'50"	N16°14'34"W	44.26'
C46	15.82'	225.00'	4°01'38"	S21°29'40"E	15.81'
C47	57.98'	225.00'	14°45'49"	S12°05'56"E	57.82'
C48	23.47'	225.00'	5°58'37"	S01°43'43"E	23.46'
C49	155.45'	146.00'	61°00'16"	N29°14'33"W	148.21'
C50	39.57'	146.00'	15°31'46"	N67°30'34"W	39.45'

LEGEND

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- Δ INDICATES CENTERLINE
- CB INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CH 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
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- 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
- PSG INDICATES PAGES
- SQ FT INDICATES SQUARE FEET
- R/W INDICATES RIGHT-OF-WAY



DETAIL "G"
(NOT TO SCALE)



TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	4,586	0.105
B	79,173	1.818
C	5,901	0.135
D	118,702	2.725

PREPARED BY:



CLYMER FARNAR BARLEY
CLYMER FARNER BARLEY, Inc.
4450 NE 83RD RD. WILDWOOD, FL 34785
(352) 748-3126
WWW.CFB-INC.COM CA #4709

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: June 27, 2022

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. 58, a subdivision of the City of Leesburg, Florida, being a portion of Section 07, 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. 58)

Staff Recommendation:

Staff recommends approval of the plat for Villages of West Lake Unit No. 58 Subdivision.

Analysis:

The property is generally located east of the Florida Turnpike and north of County Road 470. The proposal is for approval of a plat consisting of 52 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. 58 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.

Submission Date and Time:

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. 58, A SUBDIVISION OF THE CITY OF LEESBURG, FLORIDA, BEING A PORTION OF SECTION 07, 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. 58)

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. 58 is hereby approved and accepted by the City of Leesburg, Florida; being

A PARCEL OF LAND LYING WITHIN THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF AFORESAID SECTION 7; THENCE ALONG THE SOUTH LINE THEREOF RUN N89°18'50"W, 1433.81 FEET; THENCE DEPARTING SAID SOUTH LINE RUN N00°41'10"E, 292.05 FEET TO THE POINT OF BEGINNING; THENCE N04°03'37"E, 411.67 FEET; THENCE S87°27'21"E, 367.46 FEET; THENCE N66°29'31"E, 123.00 FEET; THENCE S23°30'29"E, 91.50 FEET; THENCE S15°19'06"E, 139.11 FEET; THENCE N74°40'54"E, 115.15 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 175.00 FEET AND A CHORD BEARING AND DISTANCE OF S04°41'06"E, 26.20 FEET TO WHICH A RADIAL LINE BEARS N81°01'22"E; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°35'05", AN ARC DISTANCE OF 26.22 FEET TO THE POINT OF TANGENCY; THENCE S00°23'33"E, 106.44 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 375.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°22'11", AN ARC DISTANCE OF 87.50 FEET; THENCE ALONG A NON-TANGENT LINE RUN S74°40'54"W, 217.19 FEET; THENCE S79°43'27"W, 61.94 FEET; THENCE N87°27'21"W, 358.20 FEET; THENCE N78°31'12"W, 80.31 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.05 ACRES, MORE OR LESS.

(See Exhibit A, Villages of West Lake Unit No. 58 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 27th day of June 2022.

Mayor

ATTEST:

City Clerk

VILLAGES OF WEST LAKE UNIT NO. 58

SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

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. 58, 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: 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 BY: MARTIN L. DZURO,
MANAGER
PRINT NAME

WITNESSES: VILLAGE COMMUNITY DEVELOPMENT
DISTRICT NO. 14

(1) _____
SIGNATURE BY: C. DALE BORROWMAN,
CHAIR
PRINT NAME
(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, INC. – REGISTRATION NUMBER LB 4709
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

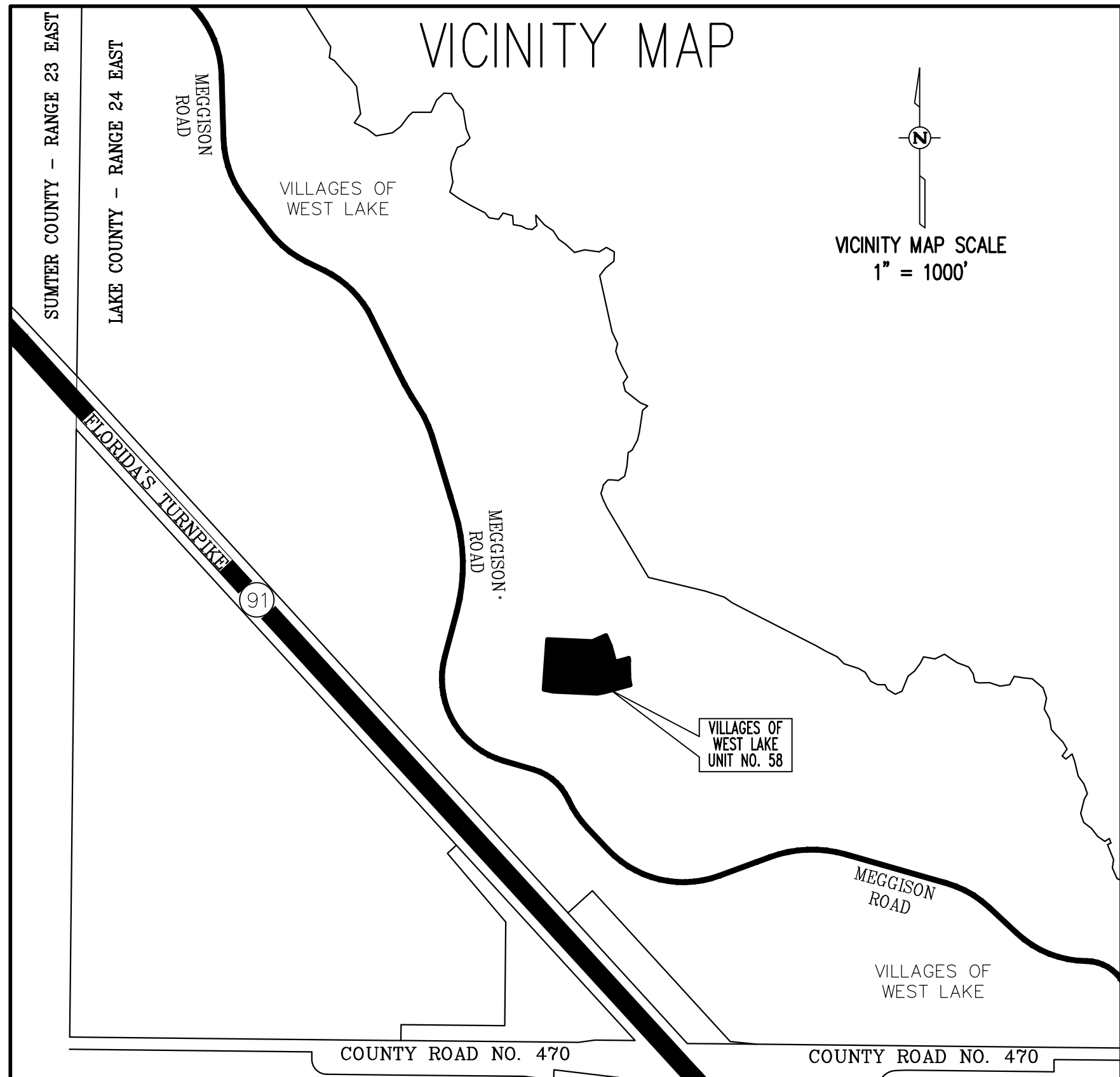
SEAL

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF AFORESAID SECTION 7; THENCE ALONG THE SOUTH LINE THEREOF RUN N89°18'50"W, 1433.81 FEET; THENCE DEPARTING SAID SOUTH LINE RUN N00°41'10"E, 292.05 FEET TO THE POINT OF BEGINNING; THENCE N04°03'37"E, 411.67 FEET; THENCE S87°27'21"E, 367.46 FEET; THENCE N66°29'31"E, 123.00 FEET; THENCE S23°30'29"E, 91.50 FEET; THENCE S15°19'06"E, 139.11 FEET; THENCE N74°40'54"E, 115.15 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 175.00 FEET AND A CHORD BEARING AND DISTANCE OF S04°41'06"E, 26.20 FEET TO WHICH A RADIAL LINE BEARS N81°01'22"E; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°35'05", AN ARC DISTANCE OF 26.22 FEET TO THE POINT OF TANGENCY; THENCE S00°23'33"E, 106.44 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 375.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°22'11", AN ARC DISTANCE OF 87.50 FEET; THENCE ALONG A NON-TANGENT LINE RUN S74°40'54"W, 217.19 FEET; THENCE S79°43'27"W, 61.94 FEET; THENCE N87°27'21"W, 358.20 FEET; THENCE N78°31'12"W, 80.31 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.05 ACRES, MORE OR LESS.



52 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 GNSS NETWORK). AS A REFERENCE, THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, HAS A BEARING OF NORTH 89°18'50" 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" AND "E" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER. NO NGRESS 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; AND (E) MAINTENANCE AND REPAIR, INCLUDING STRUCTURAL REPAIR, TO THE WALLS AND/OR FENCES LOCATED ON OR ADJACENT TO TRACTS C, D, AND E OF THE SUBDIVISION.
- 11.) THE TITLE OPINION FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.

VILLAGES OF WEST LAKE UNIT NO. 58 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" AND "E" AND THE ROADWAYS SHOWN ON THIS PLAT OF VILLAGES OF WEST LAKE UNIT NO. 58, 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

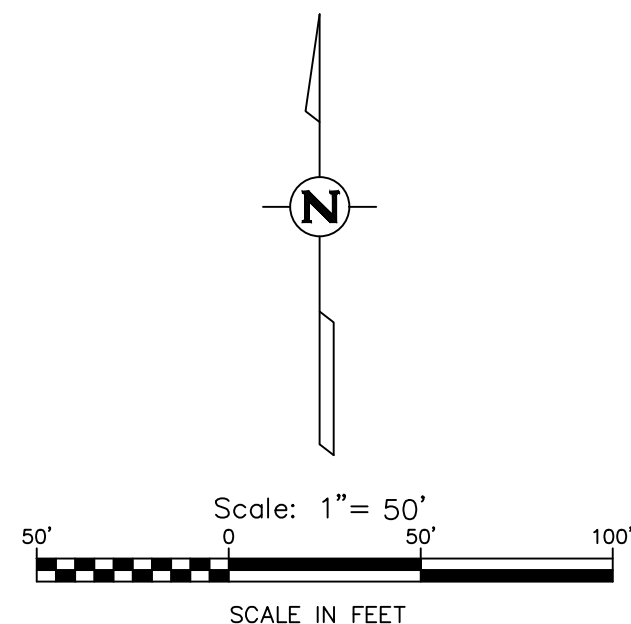
VILLAGES OF WEST LAKE UNIT NO. 58

SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SHEET 2 OF 2

PLAT BOOK

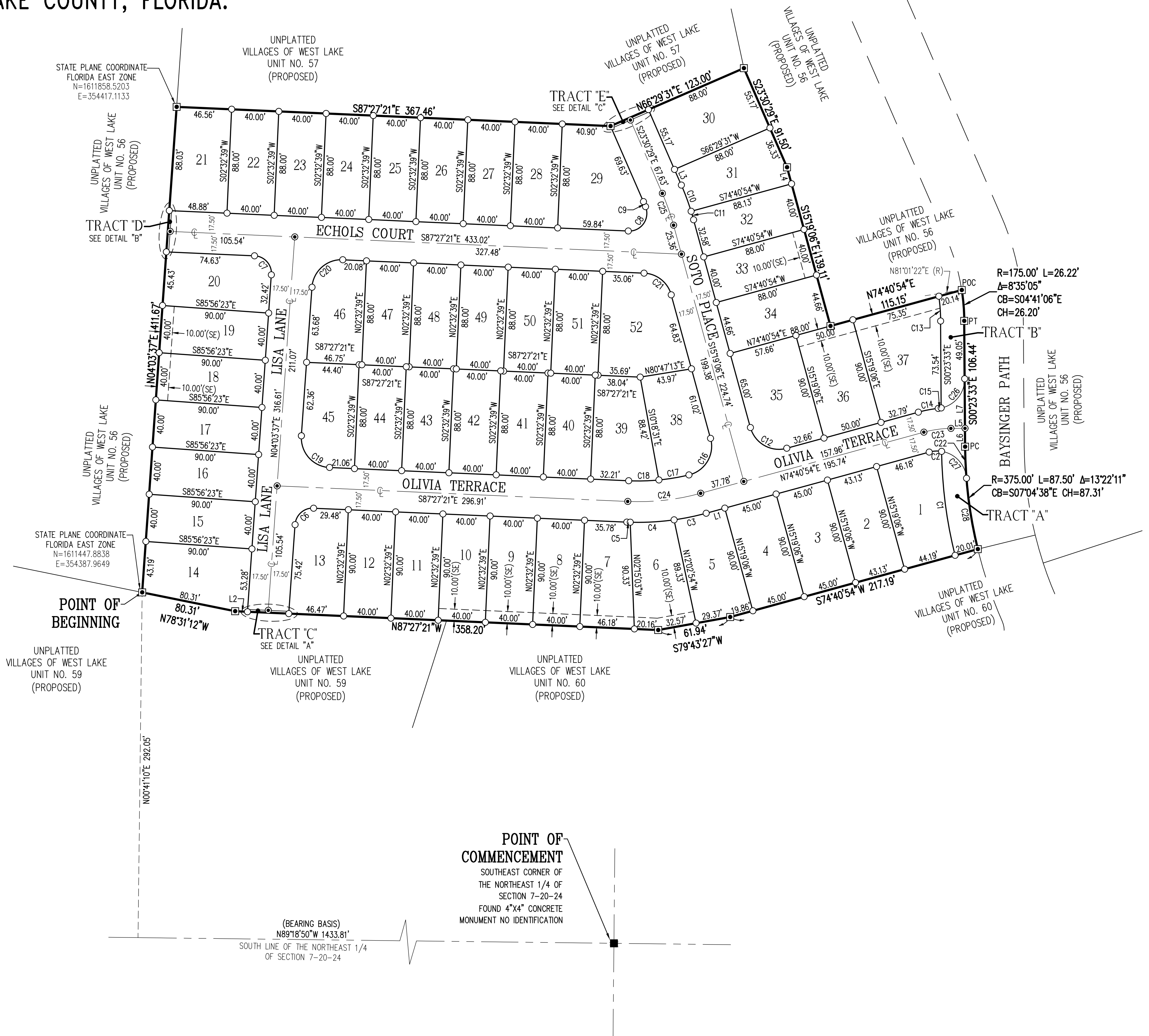
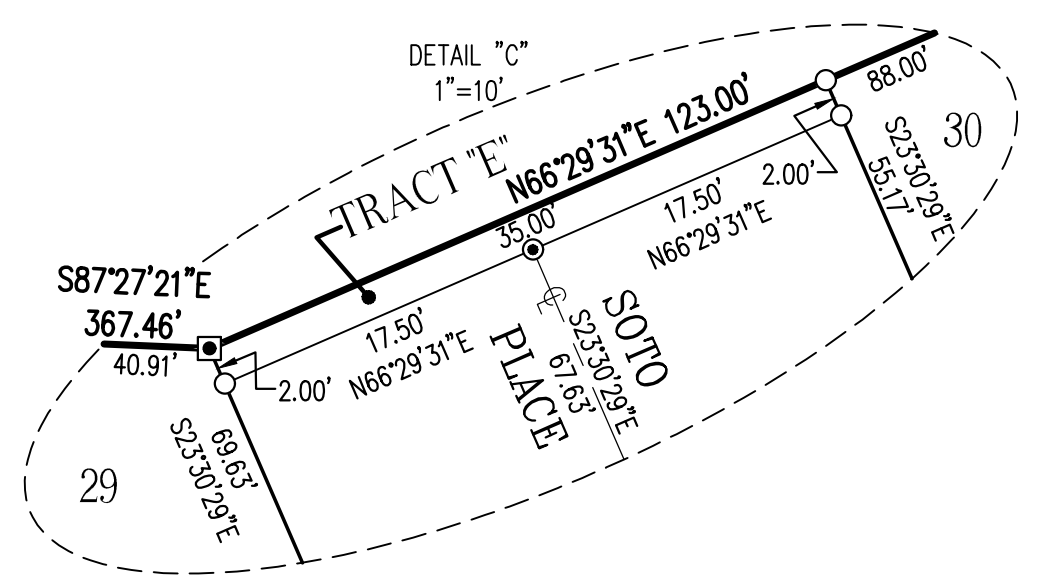
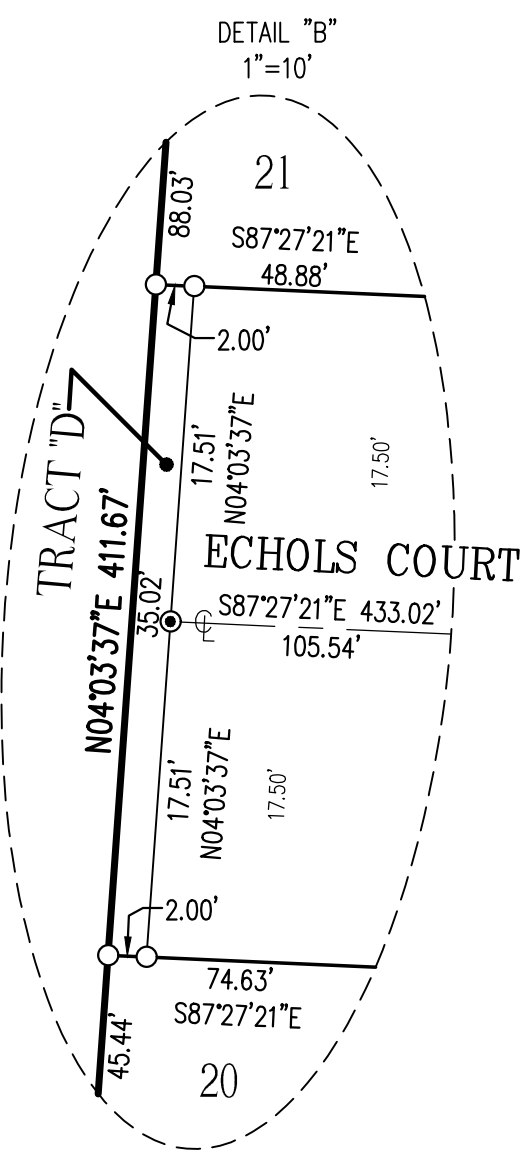
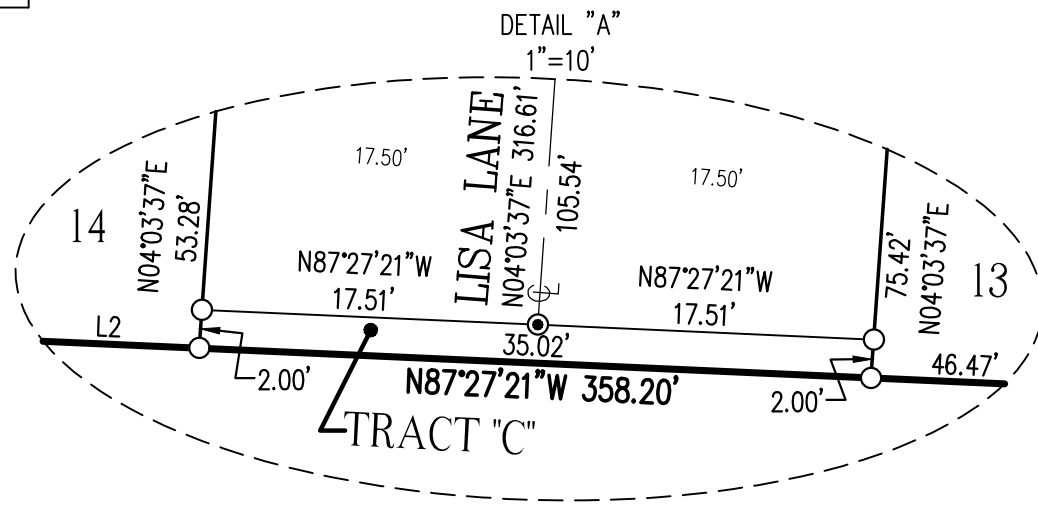
PAGE



CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.
C1	88.85'	395.00'	12°53'16"	S07°23'50"E 88.66'
C2	10.53'	25.00'	24°07'51"	S86°44'49"W 10.45'
C3	27.76'	217.50'	7°18'43"	N78°20'15"E 27.74'
C4	37.19'	217.50'	9°47'50"	N86°53'32"E 37.15'
C5	2.86'	217.50'	0°45'12"	S87°49'57"E 2.86'
C6	23.17'	15.00'	88°29'02"	S48°18'08"W 20.93'
C7	23.96'	15.00'	91°30'58"	N41°41'52"W 21.49'
C8	30.00'	15.00'	114°35'36"	N35°14'50"E 25.24'
C9	4.65'	182.50'	1°27'31"	N22°46'43"W 4.65'
C10	23.66'	217.50'	6°14'00"	N20°23'29"W 23.65'
C11	7.43'	217.50'	1°57'22"	N16°17'47"W 7.43'
C12	39.27'	25.00'	90°00'00"	S60°19'06"E 35.36'
C13	21.00'	155.00'	7°45'45"	N04°16'26"W 20.98'
C14	17.14'	106.50'	9°13'15"	S79°17'31"W 17.12'
C15	2.54'	25.00'	5°49'55"	N80°59'11"E 2.54'
C16	40.02'	25.00'	91°42'53"	N30°32'20"E 35.88'
C17	25.84'	182.50'	8°06'49"	N80°27'11"E 25.82'
C18	25.59'	182.50'	8°02'03"	N88°31'37"E 25.57'
C19	39.93'	25.00'	91°30'58"	S41°41'52"E 35.82'
C20	38.61'	25.00'	88°29'02"	S48°18'08"W 34.88'
C21	31.48'	25.00'	72°08'15"	N51°23'14"W 29.44'
C22	26.77'	375.00'	4°05'26"	S02°26'22"E 26.77'
C23	23.19'	89.00'	14°55'34"	N83°08'40"W 23.12'
C24	62.35'	200.00'	17°51'45"	N83°36'46"E 62.10'
C25	28.59'	200.00'	8°11'23"	N19°24'48"W 28.56'
C26	34.24'	25.00'	78°27'47"	N38°50'20"E 31.62'
C27	33.47'	25.00'	76°42'11"	N42°50'10"W 31.02'
C28	60.72'	375.00'	9°16'39"	S09°07'24"E 60.66'

LINE TABLE		
LINE	LENGTH	BEARING
L1	16.35'	N74°40'54"E
L2	10.37'	N87°27'21"W
L3	14.47'	S23°30'29"E
L4	14.45'	S15°19'06"E
L5	11.93'	N89°36'27"E
L6	15.55'	N02°33'33"W
L7	41.85'	N02°33'33"W

TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	1,613	0.037
B	1,820	0.042
C	70	0.002
D	74	0.002
E	70	0.002



LEGEND

- INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), 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)
- INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4709 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 | PB | INDICATES PLAT BOOK |
| CB | INDICATES DELTA (CENTRAL ANGLE OF CURVE) | PG | INDICATES PAGE |
| CH | INDICATES CHORD DISTANCE | PCS | INDICATES PAGES |
| L | INDICATES ARC LENGTH | SO FT | INDICATES SQUARE FEET |
| LB | INDICATES LICENSED BUSINESS | R/W | INDICATES RIGHT-OF-WAY |
| 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. | | |

POINT OF COMMENCEMENT

SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 7-20-24
FOUND 4"x4" CONCRETE MONUMENT NO IDENTIFICATION

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.7.

Meeting Date: June 27, 2022

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. 59, a subdivision of the City of Leesburg, Florida, being a portion of Section 07, 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. 59)

Staff Recommendation:

Staff recommends approval of the plat for Villages of West Lake Unit No. 59 Subdivision.

Analysis:

The property is generally located east of the Florida Turnpike and north of County Road 470. The proposal is for approval of a plat consisting of 48 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. 59 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.

Submission Date and Time:

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. 59, A SUBDIVISION OF THE CITY OF LEESBURG, FLORIDA, BEING A PORTION OF SECTION 07, 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. 59)

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. 59 is hereby approved and accepted by the City of Leesburg, Florida; being

A PARCEL OF LAND LYING WITHIN THE EAST 1/2 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF AFORESAID SECTION 7; THENCE ALONG THE SOUTH LINE THEREOF RUN N89°18'50"W, 1176.01 FEET; THENCE DEPARTING SAID SOUTH LINE RUN N00°41'10"E, 271.21 FEET TO THE POINT OF BEGINNING; THENCE S17°42'27"W, 380.38 FEET; THENCE S54°21'44"E, 94.59 FEET; THENCE S17°42'27"W, 34.52 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 382.50 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°30'55", AN ARC DISTANCE OF 130.28 FEET TO THE POINT OF TANGENCY; THENCE S37°13'22"W, 119.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 85°05'22", AN ARC DISTANCE OF 37.13 FEET TO THE POINT OF CUSP OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 471.50 FEET AND A CHORD BEARING AND DISTANCE OF S41°04'02"E, 269.73 FEET TO WHICH A RADIAL LINE BEARS N32°18'44"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 33°14'28", AN ARC DISTANCE OF 273.55 FEET; THENCE ALONG A RADIAL LINE RUN S65°33'12"W, 43.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 428.50 FEET AND A CHORD BEARING AND DISTANCE OF N49°06'31"W, 357.59 FEET TO WHICH A RADIAL LINE BEARS N65°33'12"E; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 49°19'26", AN ARC DISTANCE OF 368.88 FEET TO THE POINT OF TANGENCY; THENCE N73°46'14"W, 258.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 721.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 51°00'58", AN ARC DISTANCE OF 642.42 FEET; THENCE ALONG A NON-TANGENT LINE RUN N61°10'50"E, 43.26 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 678.50 FEET AND A CHORD

BEARING AND DISTANCE OF S42°48'06"E, 473.75 FEET TO WHICH A RADIAL LINE BEARS S67°37'54"W; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 40°51'59", AN ARC DISTANCE OF 483.94 FEET; THENCE ALONG A NON-TANGENT LINE RUN N17°42'27"E, 599.72 FEET; THENCE S78°31'12"E, 345.27 FEET; THENCE S87°27'21"E, 179.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.29 ACRES, MORE OR LESS.

(See Exhibit A, Villages of West Lake Unit No. 59 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 27th day of June 2022.

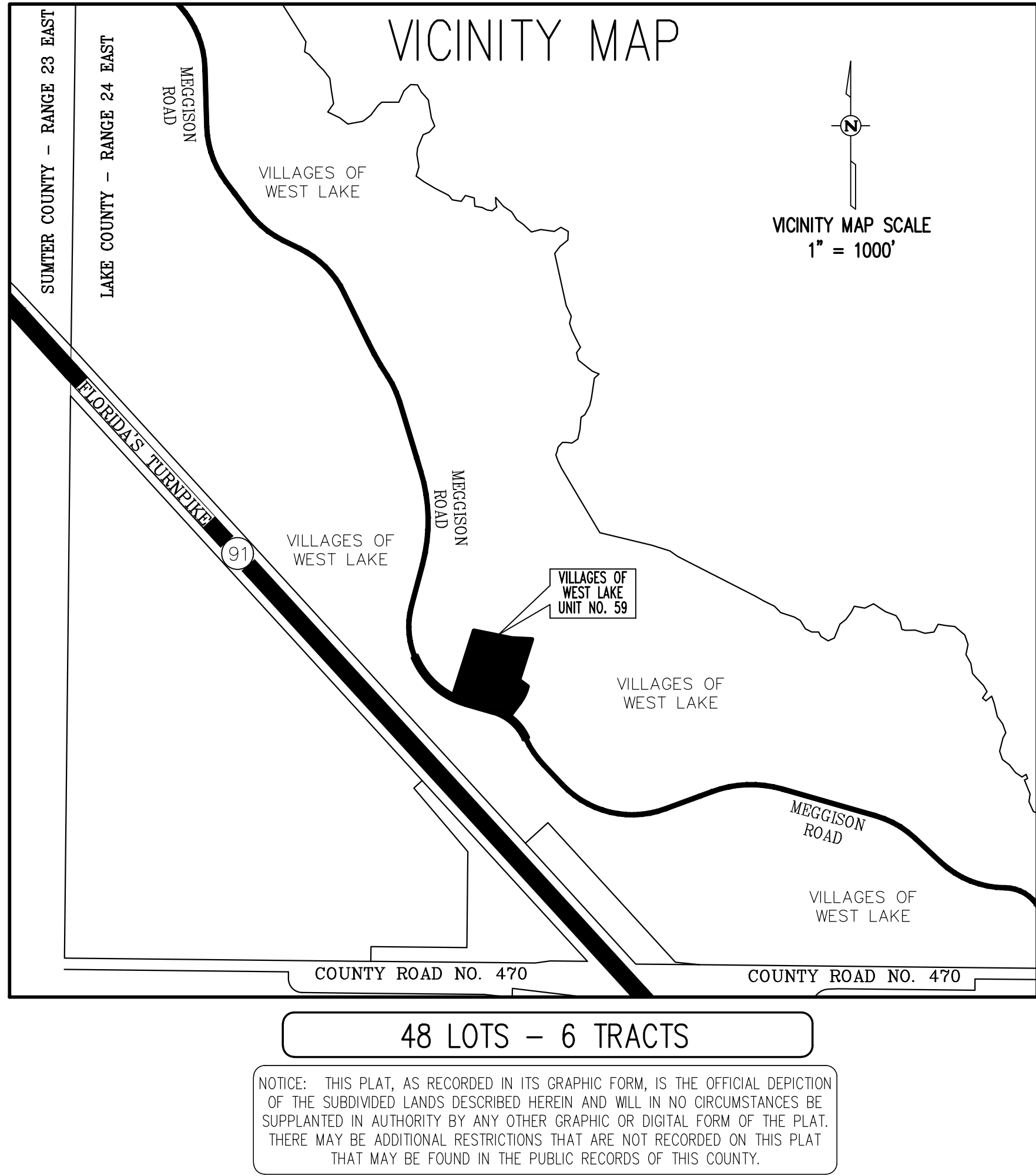
Mayor

ATTEST:

City Clerk

VILLAGES OF WEST LAKE UNIT NO. 59

SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.



LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE EAST 1/2 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF AFORESAID SECTION 7; THENCE ALONG THE SOUTH LINE THEREOF RUN N89°18'50"W, 1176.01 FEET; THENCE DEPARTING SAID SOUTH LINE RUN N00°41'10"E, 271.21 FEET TO THE POINT OF BEGINNING; THENCE S17°42'27"W, 380.38 FEET; THENCE S54°21'44"E, 94.59 FEET; THENCE S17°42'27"W, 34.52 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 382.50 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°30'55", AN ARC DISTANCE OF 130.28 FEET TO THE POINT OF TANGENCY; THENCE S37°13'22"W, 119.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 85°05'22", AN ARC DISTANCE OF 37.13 FEET TO THE POINT OF CUSP OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 471.50 FEET AND A CHORD BEARING AND DISTANCE OF S41°04'02"E, 269.73 FEET TO WHICH A RADIAL LINE BEARS N32°18'44"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 33°14'28", AN ARC DISTANCE OF 273.55 FEET; THENCE ALONG A RADIAL LINE RUN S65°33'12"W, 43.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 428.50 FEET AND A CHORD BEARING AND DISTANCE OF N49°06'31"W, 357.59 FEET TO WHICH A RADIAL LINE BEARS N65°33'12"E; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 49°19'26", AN ARC DISTANCE OF 368.88 FEET TO THE POINT OF TANGENCY; THENCE N73°46'14"W, 258.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 721.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 51°00'58", AN ARC DISTANCE OF 642.42 FEET; THENCE ALONG A NON-TANGENT LINE RUN N61°10'50"E, 43.26 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 678.50 FEET AND A CHORD BEARING AND DISTANCE OF S42°48'06"E, 473.75 FEET TO WHICH A RADIAL LINE BEARS S67°37'54"W; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 40°51'59", AN ARC DISTANCE OF 483.94 FEET; THENCE ALONG A NON-TANGENT LINE RUN N17°42'27"E, 599.72 FEET; THENCE S78°31'12"E, 345.27 FEET; THENCE S87°27'21"E, 179.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.29 ACRES, MORE OR LESS.

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 SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, HAS A BEARING OF NORTH 89°18'50" 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", "B" AND "F" 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 WILLOW 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 WILLOW 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, B, AND F OF THE SUBDIVISION; AND (F) MAINTENANCE AND REPAIR, INCLUDING STRUCTURAL REPAIR, TO THE WALLS AND/OR FENCES LOCATED ON OR ADJACENT TO TRACTS C, 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. 59, 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: 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, INC. – REGISTRATION NUMBER LB 4709
4450 N.E. 83RD ROAD
WILLOW, 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. 59

SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SHEET 2 OF 2

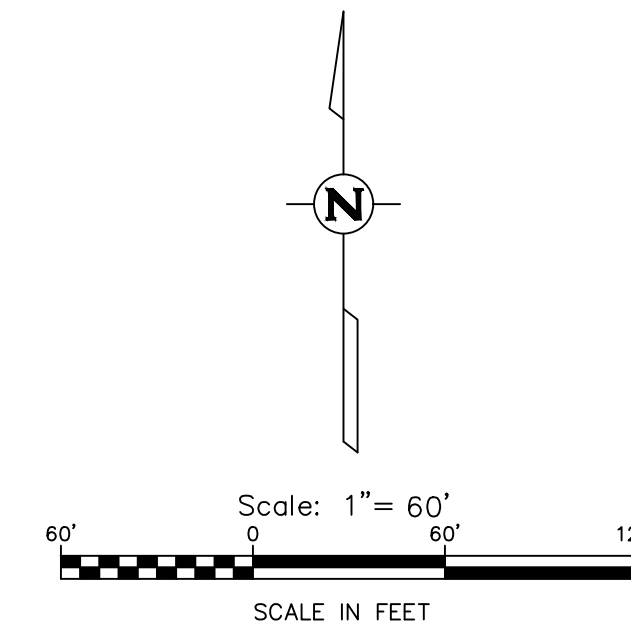
PLAT BOOK

PAGE

TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	1,131	0.026
B	1,221	0.028
C	73	0.002
D	70	0.002
E	70	0.002
F	22,817	0.524

LINE TABLE		
LINE	LENGTH	BEARING
L1	20.00'	N7°41'05"W
L2	89.99'	N37°13'23"E
L3	0.36'	S71°40'41"E
L4	11.18'	S73°46'14"E
L5	29.01'	S78°31'12"E
L6	9.37'	S87°27'21"E
L7	23.18'	N78°31'12"W
L8	3.55'	S87°27'21"E
L9	7.99'	N5°07'34"E
L10	22.90'	S17°42'27"W
L11	20.00'	S71°51'07"W
L12	37.74'	S17°42'27"W
L13	84.23'	N37°13'22"E
L14	10.51'	S54°21'44"E
L16	26.54'	S56°47'00"E
L17	39.26'	N5°07'34"E
L18	5.08'	S33°41'50"W
L19	4.88'	S33°41'50"W
L20	10.00'	S52°46'38"E
L21	18.09'	S37°13'22"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C1	59.62'	513.50'	6°39'08"	N59°10'24"W	59.58'
C2	54.39'	622.50'	5°00'21"	N59°20'23"W	54.37'
C3	48.96'	622.50'	4°30'22"	N64°05'45"W	48.94'
C4	38.83'	513.50'	4°19'56"	N64°39'55"W	38.82'
C5	49.44'	513.50'	5°31'00"	N69°35'24"W	49.42'
C6	57.90'	622.50'	5°19'45"	N69°00'48"W	57.88'
C7	12.75'	513.50'	1°25'20"	N73°03'34"W	12.75'
C8	28.83'	636.50'	2°35'43"	S72°28'22"E	28.83'
C9	40.04'	636.50'	3°36'15"	S69°22'23"E	40.03'
C10	54.87'	636.50'	4°56'22"	S65°06'04"E	54.86'
C11	23.72'	15.00'	90°36'52"	N63°00'53"E	21.33'
C12	25.19'	15.00'	96°13'39"	S30°24'23"E	22.33'
C13	28.46'	182.50'	8°56'09"	S82°59'17"E	28.43'
C14	22.89'	15.00'	87°25'06"	S48°50'07"W	20.73'
C15	13.18'	60.00'	12°35'04"	N11°25'00"E	13.15'
C16	38.18'	25.00'	87°30'41"	S26°02'54"E	34.58'
C17	37.68'	657.50'	3°17'00"	N68°09'44"W	37.67'
C18	49.52'	657.50'	4°18'56"	N64°21'46"W	49.51'
C19	61.26'	657.50'	5°20'18"	N59°32'09"W	61.24'
C20	62.58'	372.61'	9°37'24"	N22°31'05"E	62.51'
C21	39.54'	25.00'	90°36'52"	N63°00'53"E	35.54'
C22	41.99'	25.00'	96°13'39"	N30°24'23"W	37.22'
C23	36.55'	25.00'	83°46'21"	S59°35'37"W	33.38'
C24	39.00'	25.00'	89°23'09"	S26°59'08"E	35.17'
C25	38.70'	25.00'	88°41'43"	N07°07'30"W	34.95'
C27	57.96'	382.50'	8°40'54"	N22°02'54"E	57.90'
C28	39.20'	25.00'	89°49'58"	N71°18'20"E	35.30'
C29	132.35'	471.50'	16°04'58"	N65°43'45"W	131.91'
C30	160.63'	513.50'	17°55'24"	N64°48'32"W	159.98'
C31	124.77'	678.50'	10°32'09"	S68°30'09"E	124.59'
C32	123.74'	636.50'	11°08'21"	S68°12'04"E	123.55'
C33	26.74'	382.50'	4°00'22"	N35°13'11"E	26.74'
C34	45.58'	382.50'	6°49'39"	N29°48'10"E	45.55'
C35	166.37'	640.00'	14°53'41"	N64°13'51"W	165.91'
C36	9.34'	42.50'	12°35'06"	N11°25'00"E	9.32'
C37	31.19'	200.00'	8°56'09"	S82°59'17"E	31.16'
C38	9.01'	200.00'	2°34'55"	S86°09'54"E	9.01'
C39	22.18'	200.00'	6°21'14"	S81°41'49"E	22.17'
C40	2.34'	25.00'	5°21'52"	N54°09'17"W	2.34'
C41	3.02'	25.00'	6°54'41"	S60°19'21"E	3.01'



POINT OF
BEGINNING

POINT OF
COMMENCEMENT
SOUTHEAST CORNER OF
THE NORTHEAST 1/4 OF
SECTION 7-20-24
FOUND 4"x4" CONCRETE
MONUMENT NO IDENTIFICATION

(BEARING BASIS)
N89°18'50"W 1176.01'
SOUTH LINE OF THE NORTHEAST 1/4
OF SECTION 7-20-24

LEGEND

- INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), 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)
- INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4709 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 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.
- INDICATES PLAT BOOK
- INDICATES PAGE
- INDICATES PAGES
- INDICATES SQUARE FEET
- INDICATES RIGHT-OF-WAY

PREPARED BY:



CLYMER FARNAR BARLEY
CLYMER FARNAR BARLEY, Inc.
4450 NE 83RD RD. WILDWOOD, FL 34785
(352) 748-3126
WWW.CFB-INC.COM #4709

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: June 27, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 0.59 acres; and being generally located on the west side of County Road 468 and north of Schoolview Street, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 2; and providing an effective date. (Schoolview AX)

Staff Recommendation:

Planning and Zoning staff recommend approval of the request to annex the subject property, known as the Schoolview Property, into the City of Leesburg.

Analysis:

The applicant has submitted a request for annexation of approximately 0.59 acres of land generally located west of County Road 468 and north of Schoolview Street as shown on the attached General Location Map. At this time, the property is undeveloped. The current zoning is Lake County RP (Residential -Professional) and the proposed zoning is City SPUD (Small Planned Unit Development). The proposal is for a mixed use development to include the potential for a maximum of six (6) residential single family units.

Also on this City Commission agenda is a Small Scale Comprehensive Plan Amendment and a Rezoning Application for this property, with recommendations for approval from the staff and the Planning Commission. Under the conditions of the aforementioned SPUD (Small Planned Unit Development) zoning case, no negative impacts are anticipated on adjacent properties.

The Planning Commission held a public hearing on these requests on February 24, 2022, and recommended approval by a vote of 6-1. City utilities are available in the area.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

A small fiscal impact will occur through the annexation of this property in the form of ad valorem taxes. Future development will increase the impact through the collection of impact and utility fees.

Submission Date and Time:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 0.59 ACRES; AND BEING GENERALLY LOCATED ON THE WEST SIDE OF COUNTY ROAD 468 AND NORTH OF SCHOOLVIEW STREET, LYING IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 2; AND PROVIDING AN EFFECTIVE DATE. (SCHOOLVIEW AX)

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

Section 1.

Based upon the application by School View Properties, LLC, (MLJ Trust & Bob Koch, petitioners) the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

Legal Description
(See Exhibit A)

Section 2.

All of the property, real and personal, within said annexed territory, described in Section 1 above, as provided by this ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the City of Leesburg, Florida, and the said annexed property shall be liable, proportionately, for all of the present outstanding and existing, as well as future, indebtedness of the City of Leesburg, Florida; that all of the ordinances of the City of Leesburg, and all the laws heretofore passed by the Legislature of the State of Florida relating to and which now or hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed hereby is assigned to City Commission District 2.

Section 3.

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

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

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

EXHIBIT A

2129 School View Street

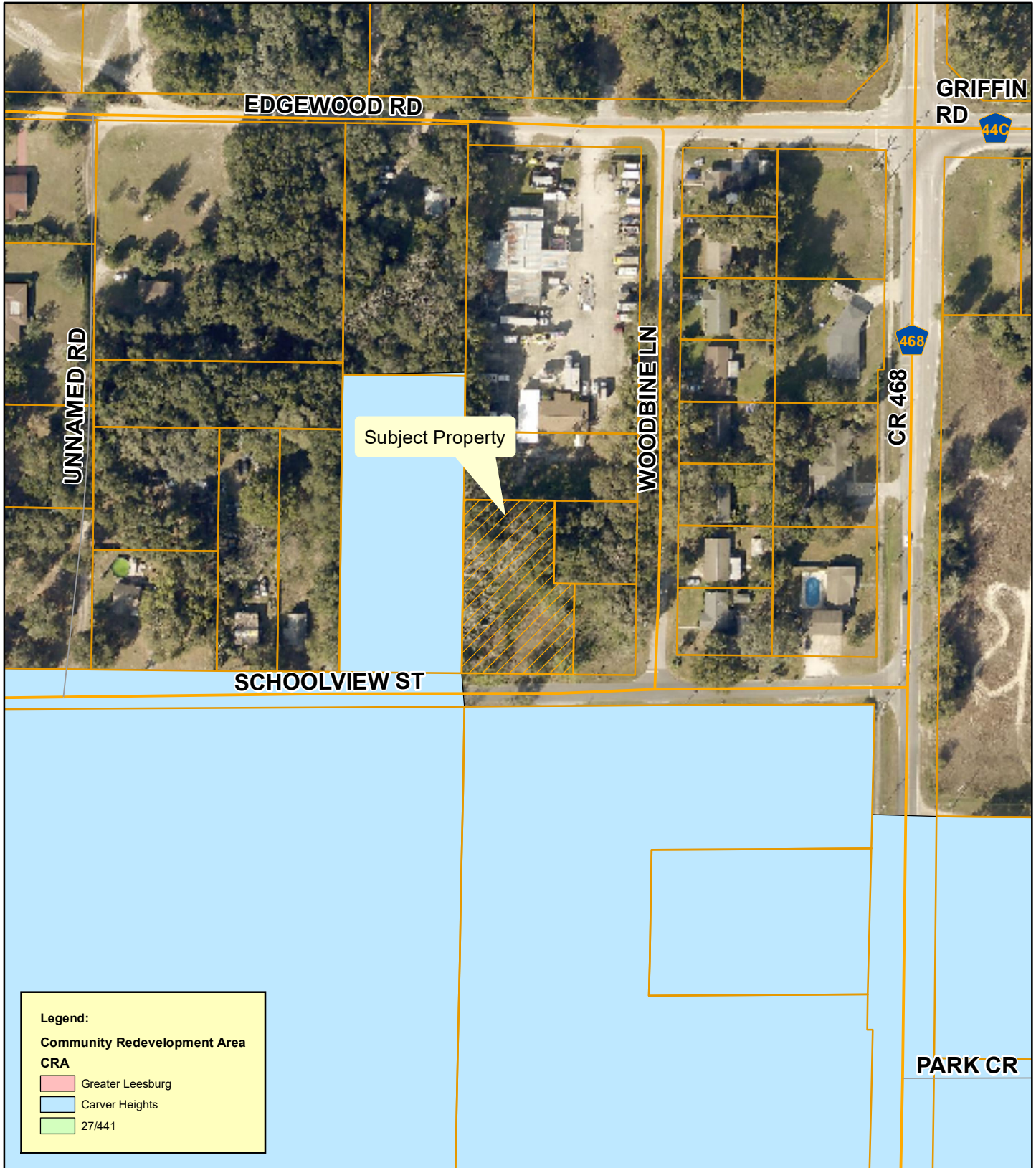
LEGAL DESCRIPTION

School View Properties, LLC.

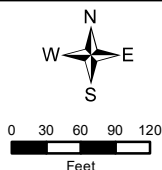
The West 110 feet of East 210 feet of South 210 feet of the Southwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4; AND the West 25 feet of the East 100 feet of the South 110 feet of the Southwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 21, Township 19 South, Range 24 East, Lake County, Florida.

Parcel Identification Number: 21-19-24-00020005100

Community Redevelopment Area

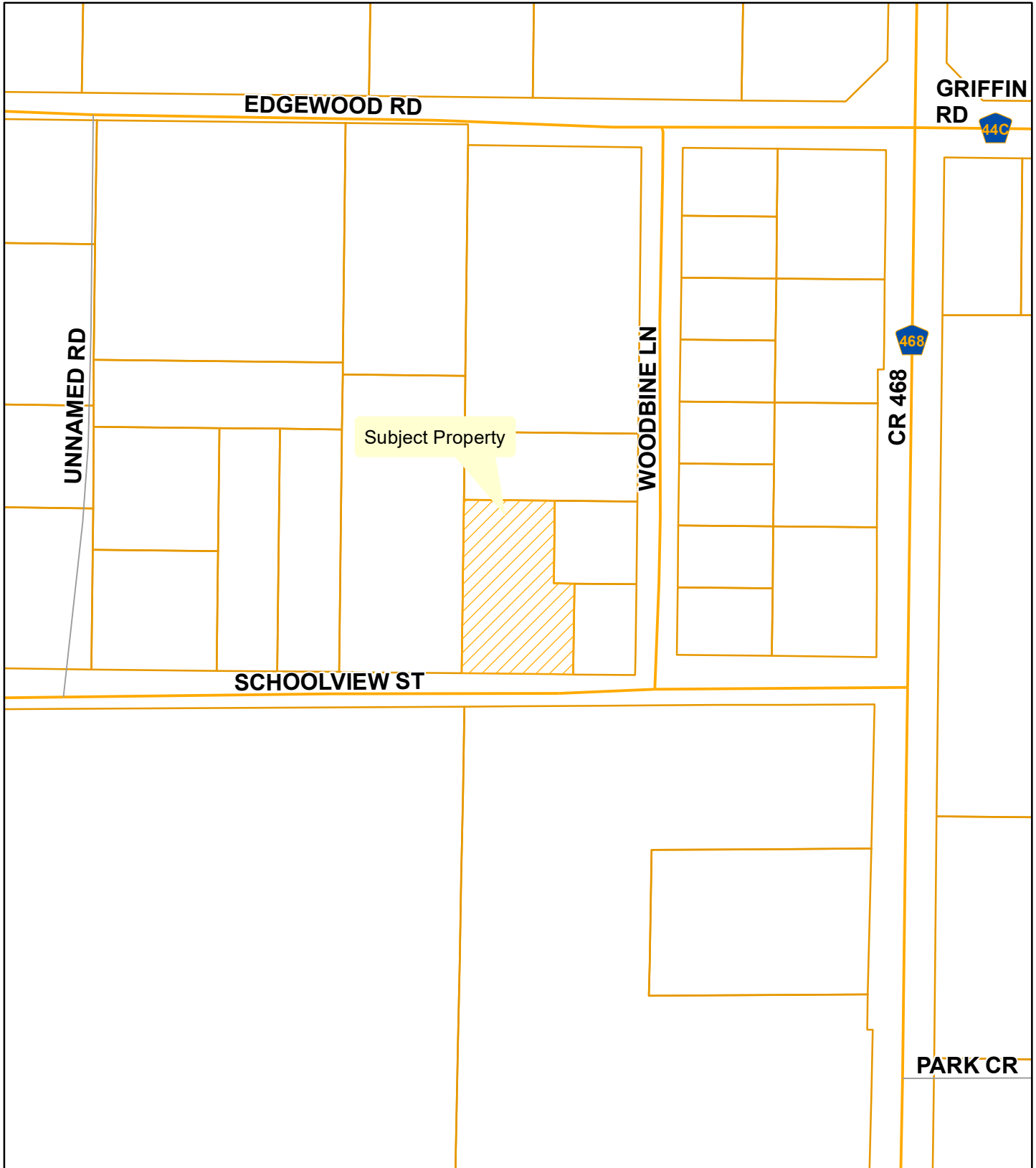


**Planning
& Zoning
Division**

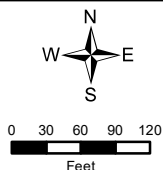


Schoolview Properties, LLC
Schoolview Court, 2129 Schoolview Avenue
AK#: 1756065
Section 21, Township 19 South, Range 24 East
January 27, 2022

Locator

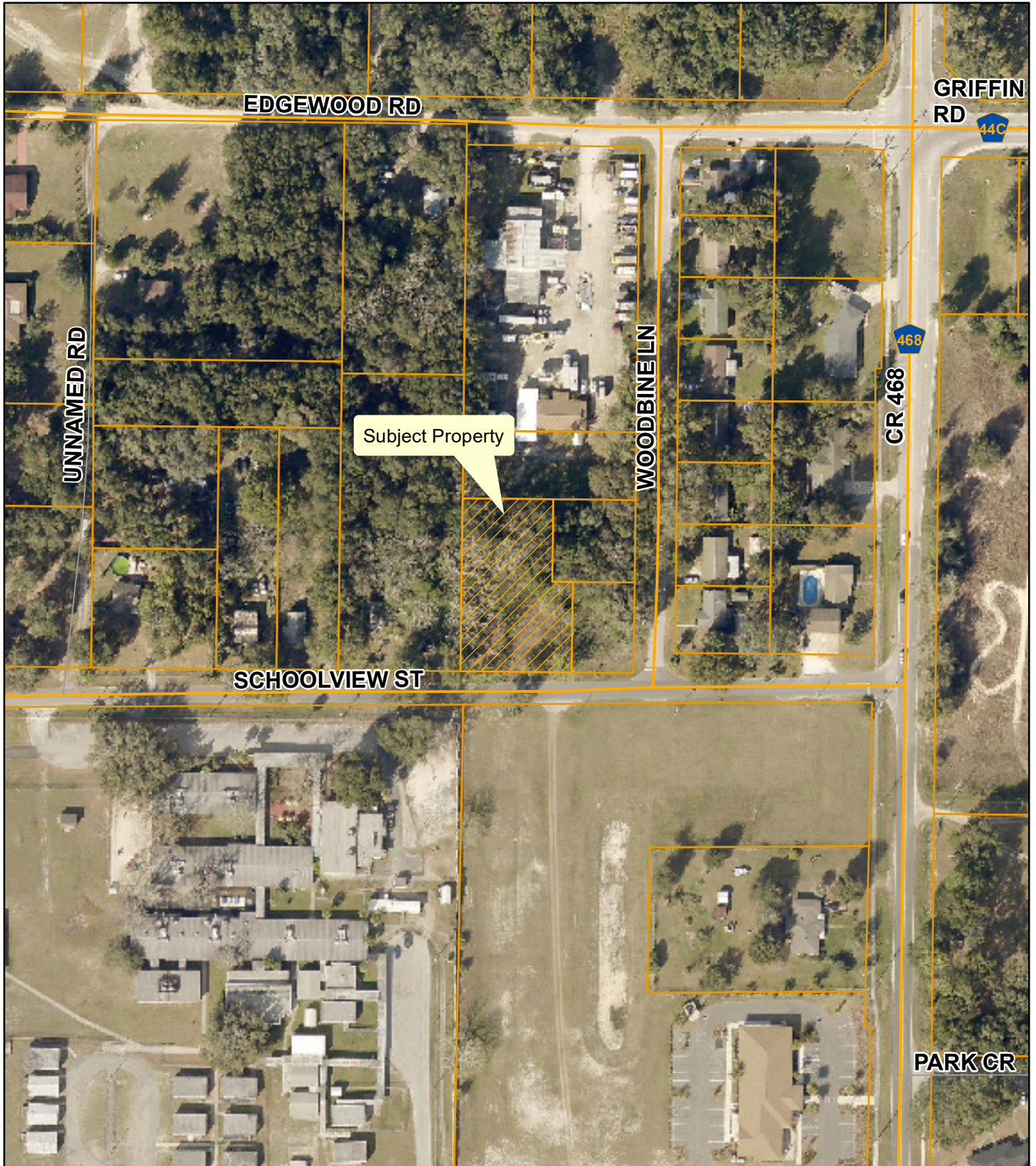


**Planning
& Zoning
Division**

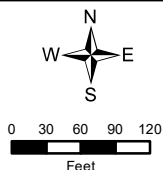


Schoolview Properties, LLC
Schoolview Court, 2129 Schoolview Avenue
AK#: 1756065
Section 21, Township 19 South, Range 24 East
February 9, 2022

Aerial

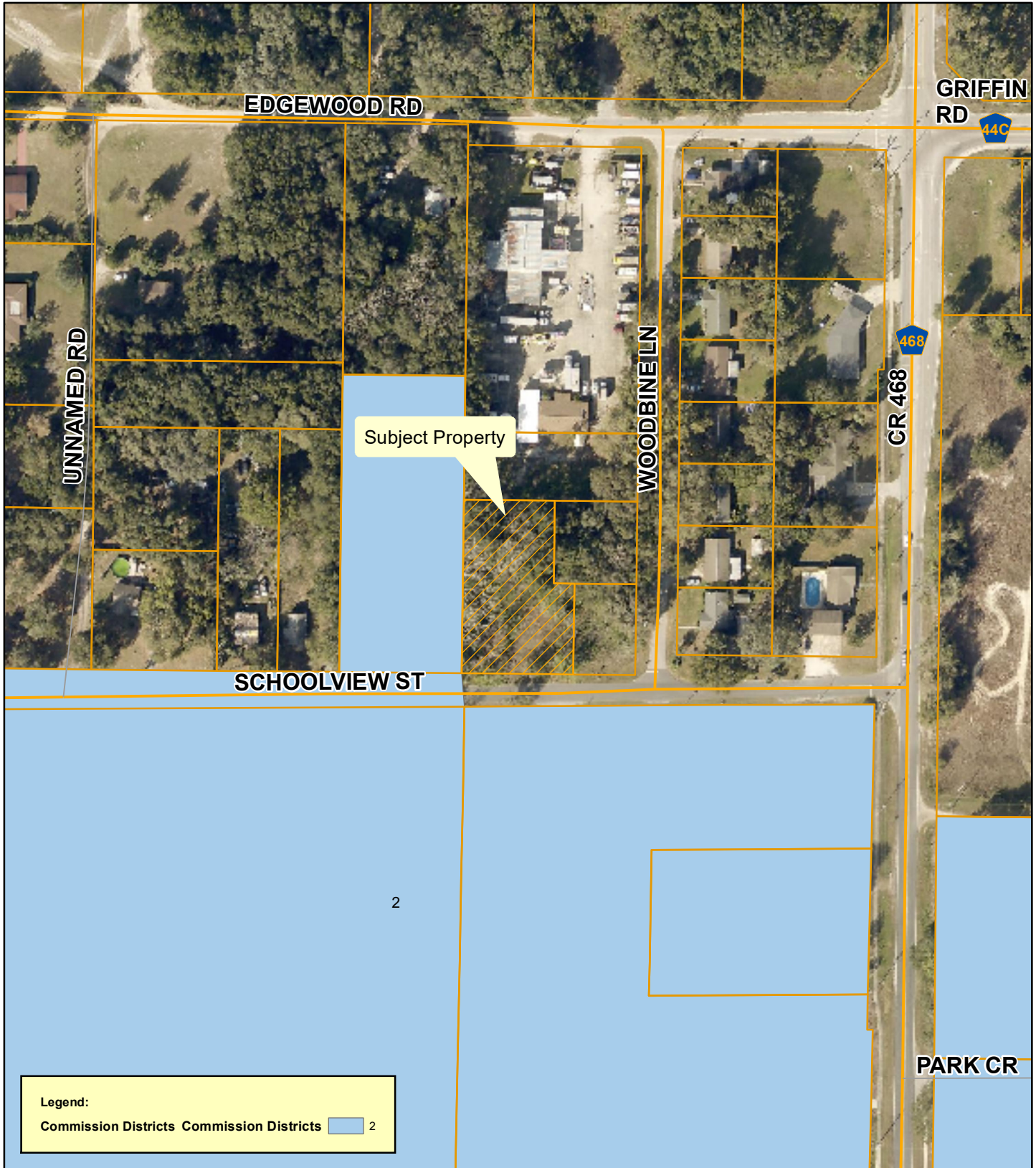


**Planning
& Zoning
Division**

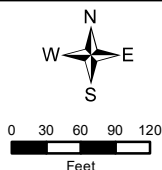


Schoolview Properties, LLC
Schoolview Court, 2129 Schoolview Avenue
AK#: 1756065
Section 21, Township 19 South, Range 24 East
January 27, 2022

Commission District



**Planning
& Zoning
Division**



Schoolview Properties, LLC
Schoolview Court, 2129 Schoolview Avenue
AK#: 1756065
Section 21, Township 19 South, Range 24 East
January 27, 2022



Sign posting on Schoolview Street, looking north into the property.



Looking north into the property from Schoolview Street.



Picture taken on Schoolview Street looking east from the property.



Picture taken from the property looking south across Schoolview Street.



Looking west along Schoolview Street. Rimes Early Learning Center School is in the upper left hand corner of the picture.



Picture taken from the property looking west along Schoolview Street.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.2.

Meeting Date: June 27, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance Amending the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Designation of certain property containing approximately 0.59 acres, from Lake County Urban Medium Density to City of Leesburg Medium Density Residential for a property generally located west of County Road 468 and north of Schoolview Street, as legally described in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Schoolview Properties)

Staff Recommendation:

The Planning staff and Planning Commission recommend approval of the proposed small-scale comprehensive plan amendment to the City's adopted Growth Management Plan.

Analysis:

The project site is approximately 0.59 acres. The property is generally located on the west side of County Road 468 and north of Schoolview Street, as seen on the attached maps.

Currently, the property is undeveloped. The proposed use is to construct a small single family residential development. The surrounding Future Land Use Map designation of Lake County Urban Medium Density is compatible with the proposed future land use designation of City Medium Density. The proposed zoning designation of SPUD (Small Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate mix of uses for the property.

The Planning Commission held a public hearing on the application on February 24, 2022 and, by a vote of 6 to 1, recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested small scale comprehensive plan amendment from Lake County Urban Medium Density to City of Leesburg Medium Density, or

2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

No fiscal impact will occur as a result of this action. A small positive fiscal impact is anticipated based on the future development of the subject property.

Submission Date and Time:

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING APPROXIMATELY 0.59 ACRES, FROM LAKE COUNTY URBAN MEDIUM DENSITY TO CITY OF LEESBURG MEDIUM DENSITY RESIDENTIAL FOR A PROPERTY GENERALLY LOCATED WEST OF COUNTY ROAD 468 AND NORTH OF SCHOOLVIEW STREET, AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (SCHOOLVIEW PROPERTIES)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission acting as the Local Planning Agency, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for amendment of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

NOW, THEREFORE,

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

Section 1.

The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on December 10, 2012, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner:

The Future Land Use Map is amended by changing the designation of an approximate 0.59 acre parcel of land generally located on the west side of CR 468 and north of Schoolview Street, from Lake County Urban Medium Density to City of Leesburg Medium Density, as shown the attached maps of said area, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida, legally described as:

Legal Description
(See Exhibit A)

Section 2.

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

Section 3.

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

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

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

EXHIBIT A

2129 School View Street

LEGAL DESCRIPTION

School View Properties, LLC.

The West 110 feet of East 210 feet of South 210 feet of the Southwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4; AND the West 25 feet of the East 100 feet of the South 110 feet of the Southwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 21, Township 19 South, Range 24 East, Lake County, Florida.

Parcel Identification Number: 21-19-24-00020005100



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

DATE: February 24, 2022
OWNER: Schoolview Properties, LLC
PETITIONER: MLJ Land Trust
PROJECT: Schoolview Court
REQUEST: Change Future Land Use Designation to Medium Density Residential to allow for single family residential construction
CASE NO.: SSCP-22-008

THE PLANNING & ZONING DIVISION RECOMMENDS:

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

1. This project meets the requirements of Chapter 163.3184 Florida Statutes, for Comprehensive Plan Amendments.
2. The proposed request, as conditioned in City of Leesburg case number PUD 22-025, is compatible with the adjacent future land use designations of Lake County Urban High Density, City of Leesburg High Density Residential and City of Leesburg Institutional.
3. The proposed request as conditioned in City of Leesburg Case number PUD 22-025, is compatible with the current surrounding zoning districts of Lake County MP (Planned Industrial District); Lake County RP (Residential Professional), City of Leesburg R-2 (Medium Density Residential) and City of Leesburg P (Public).
4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve the Small-Scale Comprehensive Plan designation from Lake County Urban High Density to City of Leesburg Medium Density Residential and forward the recommendation to the City Commission for consideration.



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
VENETIAN CENTER

THURSDAY, FEBRUARY 24, 2022 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, February 24th, 2022, at the Venetian Center. Chairman Ted Bowersox called the meeting to order at 4:30p.m. The following Commission members were present:

Ted Bowersox, Chairman
Tim Sennett, Vice-Chair
Frazier J. Marshall
Chris Wood
John O'Kelley
Michael Fitzpatrick
Alfred C. Haliday
Nathaniel Sanders

The following Commission members were absent:

Ze'Shieca Carter

City staff that was present included Dan Miller, Director of Planning & Zoning, Kandi Harper, Senior Planner, Christine Rock, Senior Planner, and Dianne Pacewicz, Planner. Interim City Attorney Loren Vasquez was also present.

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

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

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

DRAFT SUMMARY MINUTES OF PLANNING & ZONING COMMISSION MEETING FOR JANUARY 20TH, 2022.

Commissioner Tim Sennett moved to APPROVE the minutes from the JANUARY 20TH, 2022 meeting. Commissioner Alfred C. Haliday SECONDED the motion, which was PASSED by a vote of 8 to 0.

NEW BUSINESS

- 1) **PUBLIC HEARING CASE # SSCP-22-008 – SCHOOLVIEW PROPERTIES, LLC – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT**

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF

3. The proposed request does not appear to create a detriment to surrounding properties.

Action Requested:

1. Vote to approve staff's recommendation to rezone the subject property from Lake County RP (Residential Professional) to City of Leesburg SPUD (Small Planned Unit Development) and forward the recommendation to the City Commission for consideration.

Dan Miller noted that there were two typos in the PUD document. On page 2, under Development Standards, it states that there are six (6) acres and that should read as 0.6 acres. Also, on page 2, under Development Standards (4 F), there's a requirement for a minimum lot size of 6,000 square feet, which needs to be deleted. This development is going to be owned as a whole, with the houses built individually.

Tim Burns, representing the project, as well as Ken Thomas, Housing and CRA Director, were present to answer any questions.

Commissioner Tim Sennett asked if the units are going to be condominiums. Mr. Miller answered that it is going to be six (6) single-family units at a minimum of 1,100 square feet, with one driveway coming in. They will all be owned as one unit, and sold as one unit.

Chairman Bowersox asked about the 7 units on page 14 of the PUD. Mr. Miller answered that they originally wanted to get in 7 units on this property. It is only going to be 6 units with the 7th location being used for retention, parking, and playground.

Commissioner Haliday asked about the minimum lot size. Mr. Miller answered that there is not a minimum lot size. It is one lot but it will have six (6) homes on it. The potential for platting and rezoning does exist down the road.

Commissioner Holiday asked if they were going to be rental homes and if there is an HOA. Mr. Miller answered that the homes could be sold, and that there is an HOA requirement in the PUD.

Chairman Bowersox asked the applicant if he had anything to add to the discussion. Mr. Burns stated that it was a pleasure to deal with the Planning folks. He gave a brief history as to how they got to this point over the last three years.

Commissioner Sanders asked what the cost of the properties will be, as well as how many bedrooms and baths. Mr. Burns answered that they will be in the low \$200,000, and have 3 bedrooms and 2 baths.

Commissioner O'Kelley asked to clarify if they would be rentals. Mr. Burns said no, to think of them as a detached townhome.

This was the end of the discussion and the voting then took place.

Commissioner Tim Sennett made a motion to APPROVE case # SSCP-22-008 – SCHOOLVIEW PROPERTIES, LLC – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT with the amendments of fixing the typo on page two to 0.6 and to delete the requirement for a minimum lot size. Commissioner Nathaniel Carter SECONDED the motion which, PASSED by a vote of 7 to 1 (with the denial by Commissioner Haliday).

2) PUBLIC HEARING CASE # SPUD-22-025 – SCHOOLVIEW PROPERTIES, LLC – SMALL PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 0.59 +/- ACRES FROM LAKE COUNTY RP (RESIDENTIAL PROFESSIONAL) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT) TO ALLOW FOR RESIDENTIAL DEVELOPMENT FOR A

LEESBURG, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING APPROXIMATELY 0.59 +/- ACRES, FROM LAKE COUNTY URBAN MEDIUM DENSITY TO CITY OF LEESBURG MEDIUM DENSITY RESIDENTIAL FOR A PROPERTY GENERALLY LOCATED WEST OF COUNTY ROAD 468 AND NORTH OF SCHOOLVIEW STREET, AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, APRIL 11, 2022 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, MAY 23, 2022)** (Schoolview Properties)

Dan Miller gave a brief background of this project. The Carver Heights area of Leesburg, like many cities, needs good affordable housing. Staff has been working with the applicants for several months now, with the idea of providing a quality, safe starting point for people. In this case, the project is located across the street from an elementary school, and within easy walking distance of the City's Resource Center and a bus route. For this project, the applicant is requesting a small-scale comprehensive plan amendment from Lake County Urban High Density, at 12 units per acre, to City of Leesburg Medium Density, also 12 units per acre. They are also requesting rezoning from Lake County R-P (Residential Professional) to City of Leesburg SPUD (Small Planned Unit Development). The proposals, if approved at City Commission, would allow future development of this 0.6-acre lot to allow six (6) small single-family units ideally located on the north side of Schoolview Street and just west of its intersection with CR 468.

Dan Miller entered the exhibits into record. In order to expedite the meeting, the same exhibits for cases SSCP-22-008 and SPUD-22-025 were entered into the record at the same time. Kandi Harper presented the maps and photo exhibits, which included the aerial, zoning, future and surrounding land use, wetlands/flood zone and CRA maps. Other exhibit items included the staff summary, departmental review summary, and staff recommendations.

There were no substantive comments received from the departments, and there were no public responses received for either approval or disapproval.

The Planning & Zoning staff recommended approval of the request for the SMALL-SCALE COMPREHENSIVE PLAN AMENDEMENT for the following reasons:

1. The proposed request is compatible with the current surrounding Future Land Use categories of Lake County Urban High Density, and with City of Leesburg Future Land Use categories of Institutional and High Density.
2. The proposed request will allow for single family residential development near a public elementary school with access to public transportation routes, and in close proximity to the City of Leesburg Resource Center.
3. The proposed request does not appear to create a detriment to surrounding properties.

Action Requested:

1. Vote to approve staff's recommendation to rezone the subject property from Lake County Urban High Density to City of Leesburg Medium Density and forward to the City Commission for consideration.

The Planning & Zoning staff recommended approval of the request for the SMALL PLANNED UNIT DEVELOPMENT for the following reasons:

for the following reason(s):

1. The proposed request is compatible with the current surrounding zoning districts of Lake County RP (Residential Professional), and MP (Planned Industrial District); and with City of Leesburg P (Public), and R-2 (Medium Density Residential).
2. The proposed request will allow for single family residential development near a public elementary school, access to public transportation routes, and is in close proximity to the City of Leesburg Resource Center.

PROPERTY GENERALLY LOCATED WEST OF COUNTY ROAD 468 AND NORTH OF SCHOOLVIEW STREET, AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, APRIL 11, 2022 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, MAY 23, 2022) (Schoolview Properties)

Commissioner O'Kelley made a motion to APPROVE case # SPUD-22-025 – SCHOOLVIEW PROPERTIES, LLC – SMALL PLANNED UNIT DEVELOPMENT. Commissioner Sanders SECONDED the motion which, PASSED by a unanimous voice vote of 7 to 1 (with the denial by Commissioner Haliday).

DISCUSSION ITEM

Dan Miller spoke about the growth in Leesburg, stating that staff has been working on a map with upcoming and potential development that gives a good indication as to what is going on in the City. The population as of April 1, 2021 was about 27,000. Leesburg has the potential to add 50-60k people in the next ten to fifteen years.

Commissioner Haliday asked what the impact will be with DOT and 27. Mr. Miller answered that any project that is along a state road goes through DOT. Any larger projects (50 acres or above) have to go through the state. For any project, there is constant coordination with Lake County Public Works and Lake County School Board. Mr. Miller said that the Planning Commission has very influential voice with all that is happening, and staff wants to make sure that they are aware as to what the City Commission is talking about.

Mr. Miller stated that there are two items that have come up at City Commission.

1. Dark sky lighting – this is a principle of making sure that the lighting on a development stays as much as possible on that development property, and that it's not over lit so there is not abundant light pollution. Staff is starting to include dark sky lighting standards in some PUD Conditions, and what is acceptable and what is not acceptable. It can be affectively done without a lot of cost.
2. Lot size – This Commission has been expressing frustrating with the number of 40- and 50-foot lots. What does the City want to look like? We definitely need some smaller lots to allow for a price point because we need young families and they can't afford a \$350k house. We also have a need for those that want a larger lot. We have to find out what our citizens want, and we do that partially through the Planning Commission and partially through the City Commission.

Chairman Bowersox suggested having 40' lots on pie-shaped lots with the bigger back yards. Commissioner Sennett said that the size of the lot should depend on the design of the development.

Commissioner Haliday brought up working with DOT on the flow and synchronization of the traffic lights. Mr. Miller said that it comes down to the design and coordination with DOT.

Commissioner O'Kelley asked if the City Commission is pretty much in line with what Planning Commission recommends to them. Mr. Miller answered that generally they are, but occasionally there may be one that is different.

ANNOUNCEMENTS

The meeting adjourned at 5:33 p.m.


Ted Bowersox, Chairperson


Dianne Pacewicz, Planner

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

DATE: February 3, 2022
OWNER: Schoolview Properties, LLC
PETITIONER: MLJ Land Trust
PROJECT: Schoolview Court
REQUEST: Change Future Land Use Designation and Rezone for single family residential construction
CASE NO.: SSCP-22-008; SPUD-22-025

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 2/18/22

FIRE

No comments received as of 2/18/22

ELECTRIC

Electric has no objections. Easements will be required on the property to install new electric facilities. Steve Davis 2/3/22

GAS

No comments received as of 2/18/22

GIS

GIS has no comments. Tammy Magamoll 2/16/22

BUILDING

No comments received as of 2/18/22

PUBLIC WORKS

No comments received as of 2/18/22

ADDRESSING

No comments received as of 2/18/22

HOUSING & REDEVELOPMENT

No comments received as of 2/18/22

LAKE COUNTY PUBLIC WORKS

No comments received as of 2/18/22

EXTERNAL EMAIL - USE CAUTION

Kandi:

The project consists of 6 dwelling units – please be advised that project of more than 4 units are subject to school concurrency review.

Please refer the applicant to me for more information on the process, as it may not require a full concurrency review.

Thanks,

Helen LaValley

Lake County Schools

352-253-6694



PUBLIC RESPONSES

Approval

none

Disapproval

none

No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

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

DATE: February 24, 2022
OWNER: Schoolview Properties, LLC
PETITIONER: MLJ Land Trust
PROJECT: Schoolview Court
REQUEST: Change Future Land Use Designation and Rezone for single family residential construction
CASE NO.: SSCP-22-008; SPUD-22-025

GENERAL LOCATION: The property is generally located west of CR-468 and north of Schoolview Street.

FUTURE LAND USE DESIGNATION:
Lake County Urban High Density

SURROUNDING FUTURE LAND USE DESIGNATION:
North – Lake County Urban High Density
South – Institutional
East – Lake County Urban High Density
West – High Density Residential

PROPOSED FUTURE LAND USE DESIGNATION:
City of Leesburg Medium Density Residential

EXISTING ZONING DESIGNATION:
Lake County RP (Residential Professional)

SURROUNDING ZONING DESIGNATIONS:
North – Lake County MP (Planned Industrial District); Lake County RP (Residential Professional)
South – P (Public)
East – Lake County RP (Residential Professional)
West – R-2 (Medium Density Residential)

PROPOSED ZONING DESIGNATION:
PUD (Planned Unit Development)

EXISTING LAND USE: Mobile Home Park

SURROUNDING LAND USE:
North – Service Shop
South – Leesburg Community Center; School
East – Residential (Vacant)
West – Residential (Vacant)

PROPOSED LAND USE: Single Family Residential development



Sign posting on Schoolview Street, looking north into the property.



Looking north into the property from Schoolview Street.



Picture taken on Schoolview Street looking east from the property.



Picture taken from the property looking south across Schoolview Street.



Looking west along Schoolview Street. Rimes Early Learning Center School is in the upper left hand corner of the picture.



Picture taken from the property looking west along Schoolview Street.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.3.

Meeting Date: June 27, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, rezoning approximately 0.59 +/- acres from Lake County RP (Residential Professional) to City of Leesburg SPUD (Small Planned Unit Development) to allow for residential development for a property generally located west of County Road 468 and north of Schoolview Street, as legally described in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Schoolview Properties)

Staff Recommendation:

The Planning staff and the Planning Commission recommend approval of the proposed rezoning on the subject property from Lake County RP (Residential Professional) to City SPUD (Small Planned Unit Development).

Analysis:

The project site is approximately 0.59+/- acres. The property is generally located on the west side of County Road 468 and north of Schoolview Street, as shown on the attached General Location Map. The present zoning for this property is Lake County R-P (Residential-Professional). The current use of the property is a vacant lot. The proposed use is for a small single family residential development. The proposed use is compatible with the surrounding zoning designations.

The proposed zoning district of City SPUD (Small Planned Unit Development) is compatible with the adjacent and nearby properties in the area. The proposed zoning will provide a good location for a small development, as it is near a bus route, the Leesburg Resource Center, and Rimes Early Learning Center. This request does not appear to create a detriment to the surrounding properties.

The existing land uses surrounding the property are industrial to the north, with undeveloped property to the south, east and west. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on February 24, 2022 and by a vote of 6 to 1, recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning from Lake County RP (Residential-Professional) to City (Small Planned Unit Development), thereby allowing consistent zoning and development standards for this property; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

A small positive fiscal impact is anticipated as a result of the future development of this property.

Submission Date and Time:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 0.59 +/- ACRES FROM LAKE COUNTY RP (RESIDENTIAL PROFESSIONAL) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT) TO ALLOW FOR RESIDENTIAL DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED WEST OF COUNTY ROAD 468 AND NORTH OF SCHOOLVIEW STREET, AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (SCHOOLVIEW PROPERTIES)

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

Section 1.

Based upon the application by School View Properties, LLC, (MLJ Trust & Bob Koch, petitioners) the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County RP (Residential Professional) to City SPUD (Small Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit B)

Section 2.

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

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

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

**SCHOOLVIEW PROPERTIES, LLC
SPUD (SMALL PLANNED UNIT DEVELOPMENT CONDITIONS)
February 24, 2022**

These Planned Unit Development Conditions for a SPUD (Small Planned Unit Development) zoning district are granted by the City of Leesburg Planning Commission, Lake County, Florida to **Schoolview Properties, LLC, 2555 Temple Trail, Winter Park Florida, 32789 (MLJ Land Trust, 2555 Temple Trail, Winter Park Florida, 32789- Fernando Jones, Agent)** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 “Zoning”, Section 25-278 “Planned Unit Development” of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a SPUD (Small Planned Unit Development) zoning district to allow future construction of a proposed residential development consisting of a maximum of six (6) single family residential units on approximately 0.6 acres, generally located west of County Road 468 and north of Schoolview Street, on a site within the City of Leesburg in accordance with their SPUD application and supplemental information.

PURPOSE

The purpose of this document is to provide appropriate zoning standards for a high-quality built environment through the application of flexible and diversified land development requirements, which shall be implemented in conjunction with a master site development plan and the City of Leesburg Code of Ordinances, therefore allowing for more efficient and optimal use of the subject property, and to increase the overall economic opportunity and employment base of Leesburg, Florida.

CONDITIONS

The following conditions shall apply to the development proposed herein. If any instance where the conditions of this document may conflict with the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. **PERMISSION** is hereby granted to **Schoolview Properties, LLC, 2555 Temple Trail, Winter Park Florida, 32789 (MLJ Land Trust, 2555 Temple Trail, Winter Park Florida, 32789- Fernando Jones, Agent)** to construct, operate, and maintain a Small Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.
2. **LEGAL DESCRIPTION**
See attached **Exhibit B, Legal Description**.

3. LAND USE

The above-described property, containing approximately 0.6 acres, shall be used for single-family residential development, pursuant to City of Leesburg development codes and standards.

- A. Permitted Uses
 - 1. Detached single family residential units
 - 2. Accessory structures for residential uses
 - 3. Sales office in a single-family unit
 - 4. Temporary modular sales center office (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.
- B. Prohibited Uses
 - 1. Townhouses
 - 2. Multi-family units (Apartments)
 - 3. Commercial uses
 - 4. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.
- C. One carport/garage structure, which contains at least one parking space for each residential structure shall be constructed on the property.
- D. In addition to the carport/garage, each residential unit shall have access to one parking space per unit

4. DEVELOPMENT STANDARDS

- A. The project shall allow a maximum of six (6) single family residential units, on a 0.6 +/- acre site, as shown on **Exhibit D, Conceptual Development Plan**.
- B. The project shall contain one (1) carport/garage structure, holding at least one parking space for each residential structure.
- C. In addition to the carport/garage noted above, each residential unit shall have access to one parking space per unit
- D. The design of this subdivision shall allow for a minimum of 10 feet between each residential unit.
- E. The maximum impervious surface for the project shall be 70%.
- F. The minimum lot development standards shall be:
 - 1. For all residential development:
 - a. Minimum house size: 1,100 square feet.
 - b. Each additional bedroom above the minimum house size shall be a minimum of 120 square feet.
 - c. Setbacks: (Setbacks for structures adjacent to Schoolview Street shall be measured from the Schoolview Street right of way, all other setbacks shall be measured from either the edge of the pavement of the interior roadway, or property line as applicable.

- d. Minimum building setbacks:
 - Front – 20 feet;
 - Porch – 15 feet (porch must be a minimum width of 5 feet).
 - Rear – 15 feet;
 - Side – 5 feet;
 - Corner Side – 15 feet.
- 2. For all structures:
 - a. Minimum distance between structures shall be ten (10) feet; measured from building wall to building wall, and the roof overhang shall not exceed thirty (30) percent of the distance between the building wall and the property line.
 - b. Maximum building height: two (2) stories or 35 feet.
 - c. Accessory structures shall have a minimum rear and side setback of 5 feet and single accessory structures that are not attached to the principal structure shall not occupy more than 30 percent of the required rear yard.
 - d. Attached screened enclosures (no solid roof) must maintain a minimum setback of five (5) feet from the side and rear property line.
 - e. Solid roof structures attached to the residence must meet the required rear setback as noted under “Minimum building setbacks.”
 - f. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved SPUD (Small Planned Unit Development) zoning conditions set forth herein.

5. **DESIGN/ARCHITECTURAL STANDARDS**

- A. Each residential structure shall have a covered porch entry of at least five (5) feet in width, and each structure shall utilize metal roofing material.
- B. In addition, each residential structure shall utilize at least two (2) of the following design features to provide visual relief along all elevations of the single-family units. Designs may vary throughout the development.
 - 1. Front windows with arched glass tops and minimum 4-inch trim.
 - 2. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
 - 3. Dormers
 - 4. Shutters
 - 5. Gables
 - 6. Recessed or raised entries
 - 7. Cupolas
 - 8. Pillars or decorative posts
 - 9. Bay window (minimum 12-inch projections)
 - 10. Eaves (minimum 6-inch projections)
 - 11. Stone accents
 - 12. Board and batten siding
 - 13. Hardy board siding
 - 14. Raised banding
- C. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a

comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:

1. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
 3. All textured stucco shall be permitted subject to the provision of at least five (5) unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco.
 4. For all designs, architectural facades and features shall be submitted and reviewed by the Planning and Zoning Director or designee for compliance prior at time of site plan review.
- D. Other design variations meeting the overall intent of this section may be approved by the Planning and Zoning Director or designee.
- E. The architectural styles and facades shown in **(Exhibit F)** herein are considered to meet the requirements of this section.
- F. The Permittee shall utilize “Dark Sky” lighting principles **(Exhibit G)** when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties.

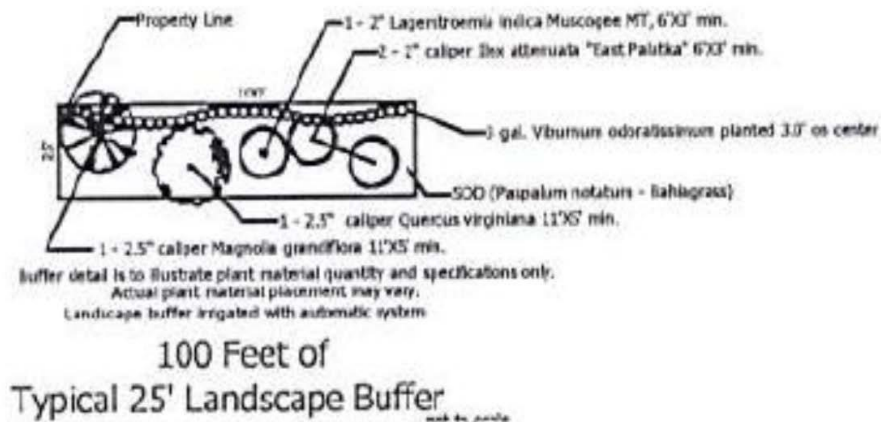
6. LANDSCAPING & BUFFER REQUIREMENTS:

- A. A minimum fifteen (15) foot buffer tract with plantings as shown in Figure A below, shall be provided along Schoolview Street. This landscape buffer shall be a common area to be maintained by an entity such as a Property Owners or Homeowners Association.
- B. Each single-family residential unit shall contain a minimum of one canopy or understory tree, located within in the front yard, and selected from the list of trees within the City of Leesburg Code of Ordinances, *Section 25-328 Table 1, Canopy Trees and Understory (Ornamental) Trees*. All other requirements for tree planting based on lot size shall remain in effect.
- C. A split-rail fence, of either wood or vinyl/synthetic construction, shall be installed around the entire perimeter of the property. This fence shall be installed at a minimum height of four (4) feet. Said fence shall be maintained by the Property Owners or Homeowners Association. A solid six-foot fence of PVC or other synthetic material, shall be allowed as an option to the split-rail fence.
- D. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below.

Figure A

Canopy Trees (per 100 l.f.)	2 per 100 linear ft
Tree CAL/Height	2" cal, 12' overall height
Optional Ornamental Trees (per 100 l.f.)	3 per 100 linear ft
Tree CAL/Height	2" cal, 7' overall height
Shrub Screen (per 100 l.f.)	
Square Ft. of Shrubs	(33) 3 gal plants, 18"—24" minimum at installation (depending on species); hedges to be 36"—42" high by thirty-six (36) inches wide hedge or continuous landscape screen with a ninety (90) percent opacity within one (1) year of planting
Container size	3 gal

Figure B



- E. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Director or designee, as long as the intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.
- F. The surveying of trees on the property shall be conducted as follows:
1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
 2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
 3. The tree survey shall be completed by a licensed surveyor or arborist.

7. SITE ACCESS AND SIGNAGE

- A. The main vehicular access to the project site shall have at least one access point on Schoolview Street, as prescribed by Lake County Public Works, and shown on the Master Development Plan on Exhibit C, as amended. All access points are conceptual and subject to Lake County approval. Actual location and design of all roads shall be determined during the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject to site plan application review process.
 - 1. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be approved by Lake County Public Works.
 - 2. Prior to completion of the site plan, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
 - 3. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.
- B. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.
- C. The required access point shall provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height, on each side of the entryway. This may be used for signage per City of Leesburg Code of Ordinances, as amended.
- D. Alternative designs for access point signage may be approved by the Planning and Zoning Director or designee, where the architectural style would be in keeping with the intent of these sign regulations.

8. TRANSPORTATION IMPROVEMENTS

- A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of required sidewalks, recreation paths etc.
- B. A traffic/transportation study, from shall be submitted for review and determination of any necessary access improvements, including any off-site improvements required by Lake County, the Lake-Sumter MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee. Approval of a Request for Exemption provided procedures outlined by the Lake Sumter MPO shall be accepted in lieu of a full traffic study.

- C. The Permittee shall provide necessary traffic improvements within and adjacent to the development as required by Lake County, the Lake-Sumter MPO and City of Leesburg.
- D. All roads and or driveways within the development shall be designed and constructed to meet the City of Leesburg requirements.
- E. The Permittee shall be responsible for obtaining all necessary Lake County permits and a copy of all permits shall be provided to the City of Leesburg.
- F. All roads within the development shall be constructed to meet the City of Leesburg's standards, **ARTICLE VII – TECHNICAL STANDARDS**, as amended.
 - 1. Should the Permittee (or designee) desire to dedicate the proposed project's internal road system to the City of Leesburg; the Permittee shall demonstrate to the satisfaction of the City of Leesburg that the road system is in suitable condition and meets all City road design requirements.
 - 2. Should the Permittee (or designee) choose to retain the roadways, the Permittee shall establish an appropriate legal entity that shall accept responsibility to pay the cost and perform all services required to maintain the roads and transportation improvements to City of Leesburg codes and standards, as amended. A Homeowners or Property Owners Association, or other such legal entity will be considered acceptable.
- G. Sidewalks shall be provided along Schoolview Lane adjacent to the development. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

9. UTILITIES

Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
- B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new home projects in the city, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.
- C. Developer shall be responsible for the installation of a natural gas water heater and natural gas furnace in eighty percent (80%) of all homes in the development as required by the City of Leesburg Code of Ordinances as amended.
- D. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines

and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

10. STORMWATER/DRAINAGE MANAGEMENT

All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's or property owners association is an acceptable maintenance entity.
- D. The existing 100-year flood plain on the property shall be shown on all plans and lots.
- E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.
- G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.
 - 1. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
 - 2. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

11. WETLANDS, FLOOD ZONES & WILDLIFE

- A. Should wetlands exist on the project site, such areas shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.

- B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.
- C. Buildings or structures shall be a minimum of fifty (50) feet from any wetland jurisdiction boundary.
- D. Wetlands shall have an average upland buffer of twenty-five (25) feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.
- E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.
- F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.
- G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.
- H. A map indicating the location of the 100-year flood plain.
- I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USEAGE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-327, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

13. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall consist of items such as a children's playground, BBQ grilles, benches, a gazebo or other recreational uses.

14. MAINTENANCE

- A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A homeowner's association shall serve as an appropriate entity for all common properties within the development.

15. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in these PUD Conditions of Approval, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. Implementation of the project shall substantially commence one-hundred twenty (120) months after approval of this Planned Development. In the event, the conditions of the SPUD have not been substantially implemented during the required time period, the City of Leesburg shall have the option of scheduling the SPUD, with due notice to the owner and surrounding property owners, for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the SPUD approval or rezone the property to another appropriate zoning classification.

16. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Small Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in these PUD Conditions of Approval shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.

- E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

17. LEVELS OF SERVICE

A. Levels of Service

- 1. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid water. No final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1. Projected Capacities

- i. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

- C. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

D. Commitment of Capacity

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

E. Ability to Provide Services

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

EXHIBIT B

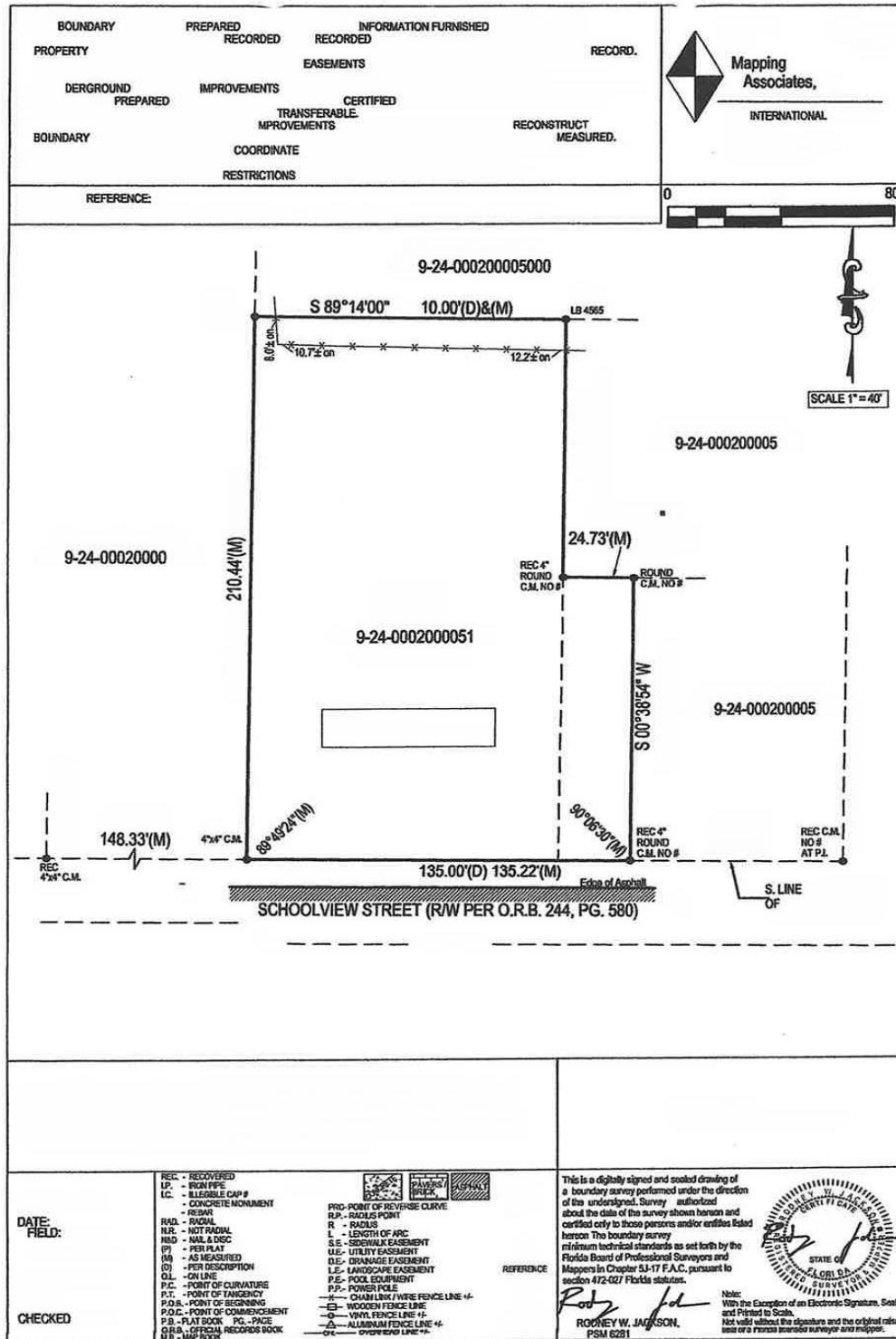
2129 School View Street

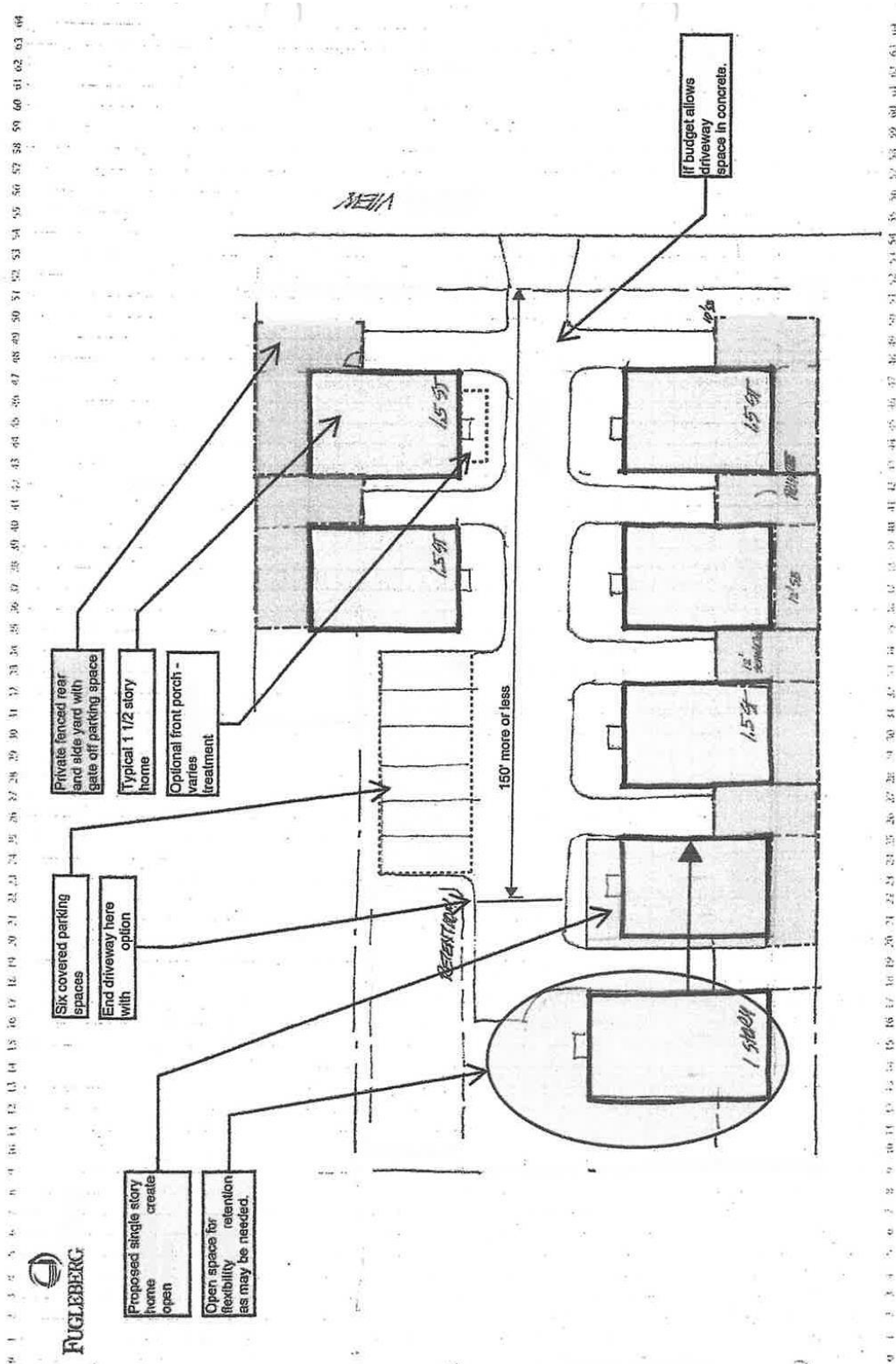
LEGAL DESCRIPTION

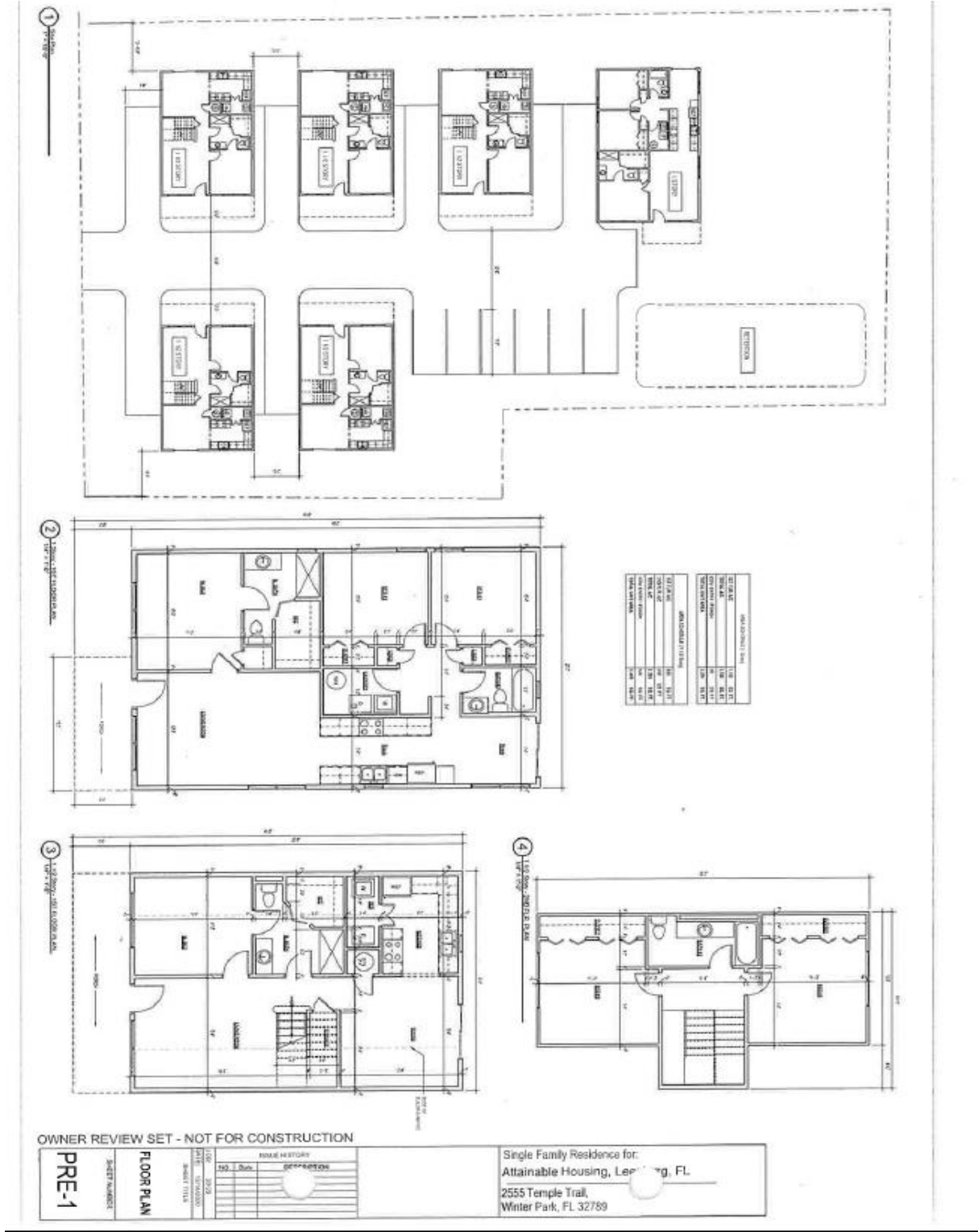
School View Properties. LLC

The West 110 feet of East 210 feet of South 210 feet of the Southwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4; AND the West 25 feet of the East 100 feet of the South 110 feet of the Southwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 21, Township 19 South, Range 24 East, Lake County, Florida.

Parcel Identification Number: 21-19-24-000200005100









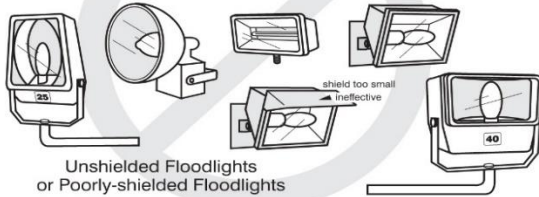


ELEVATION OPTION B

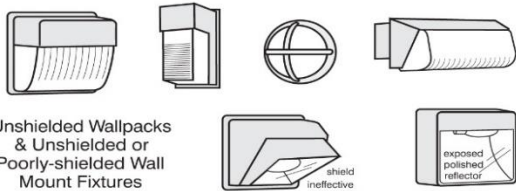
Examples of Acceptable / Unacceptable Lighting Fixtures

Unacceptable / Discouraged

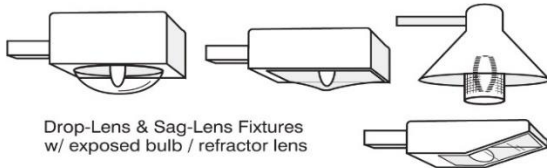
Fixtures that produce glare and light trespass



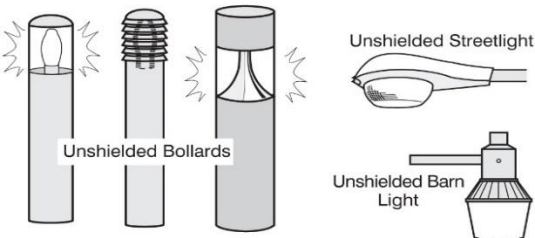
Unshielded Floodlights or Poorly-shielded Floodlights



Unshielded Wallpacks & Unshielded or Poorly-shielded Wall Mount Fixtures



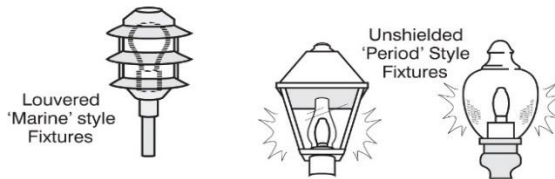
Drop-Lens & Sag-Lens Fixtures w/ exposed bulb / refractor lens



Unshielded Bollards

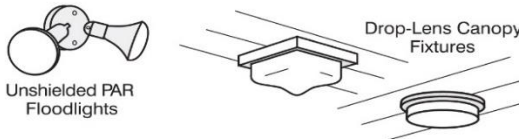
Unshielded Streetlight

Unshielded Barn Light



Louvered 'Marine' style Fixtures

Unshielded 'Period' Style Fixtures

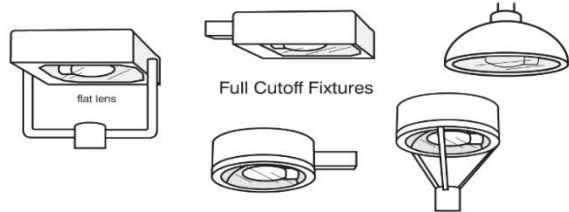


Unshielded PAR Floodlights

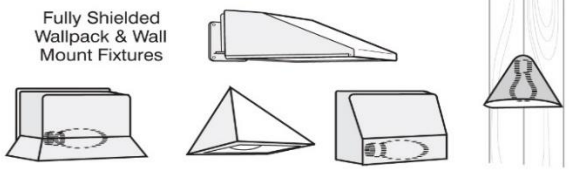
Drop-Lens Canopy Fixtures

Acceptable

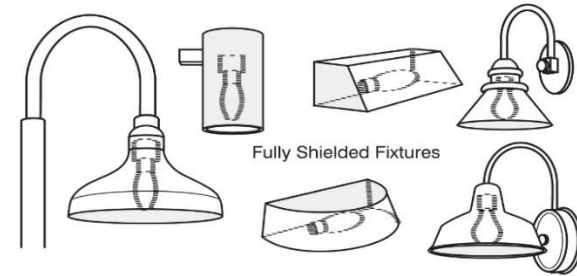
Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night



Full Cutoff Fixtures



Fully Shielded Wallpack & Wall Mount Fixtures



Fully Shielded Fixtures

Full Cutoff Streetlight

Fully Shielded Barn Light

Fully Shielded Walkway Bollards



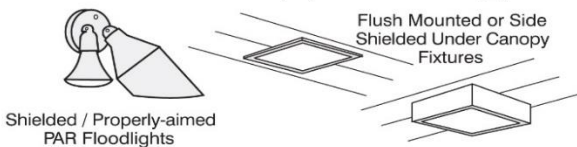
Fully Shielded Decorative Fixtures

bulb shielded in opaque top



Fully Shielded 'Period' Style Fixtures

bulb shielded in opaque top



Shielded / Properly-aimed PAR Floodlights

Flush Mounted or Side Shielded Under Canopy Fixtures

Illustrations by Bob Crelin© 2005. Rendered for the Town of Southampton, NY. Used with permission.

**SCHOOLVIEW COTTAGES
AFFORDABLE HOUSING DEVELOPMENT
PROJECT NARRATIVE**

INTRODUCTION:

As with all markets, affordable single family housing “for sale” is the most in demand and the least served proportionate that demand. New but basic starter homes suitable for a family of four (or more) are not offered in the price range the lower incomes can support without subsidy. The majority of major home builders preserve their talents and resources to the primary markets where price is less a buyer’s personal challenge.

To serve this objective, MLJ Trust has sought to identify small overlooked but suitable sites in terms of locational convenience, infrastructure, and entitlements supportive of the Trust’s mission. The subject property is an example of such a parcel.

This proposed project is intended to serve as a “beta test” for an approach that marries concerns of site selection, smart construction, distinctive physical character, and financial arrangement that invite individual home ownership with minimal public support.

SITE STRATEGY:

Land, along with public extractions such as impact fees, connection fees, permitting and entitlement fees have escalated in cost over the past decade even faster than the material and labor costs for the dwellings themselves. To that end the mechanism for offsetting some of the land burden is to seek parcels that allow “Clustering” such that within a given frontage and acreage, more dwellings can be served with smaller assigned land areas individually, while still providing some outdoor private and communal areas for the cluster to enjoy.

This clustering, by way of the smaller pad size and the limited road frontage it requires, can increase land yields from a conventional approach of 4 units per acre maximum in most jurisdictions to 8 units per acre without resorting to connected dwellings within a single larger structure.

Thus, a detached dwelling, sitting upon a small pad site with sufficient outdoor private area as might be found in a townhouse designs at the residents exclusive use. Concurrently, the total site allows for common drive, open space and parking to shoulder the needs of community space for residents to share.

BUILDING STRATEGY:

Construction cost efficiency is tied to simple designs. Historic designs from our nation's history represent smart solutions that have served the test of time successfully. They are often characterized by:

- Square or rectangular structures with modest elective appointments such as porches, stoops or shattered parking accessories.
- Clean lines and efficient use of materials that leave the scrap material pile smaller than conventional product.
- Exterior envelopes that invite living in attic volumes that add floor levels without increasing exterior wall areas proportionately.
- Mass produced building components that promote low maintenance, operating efficiency and cosmetic appeal.
- Variation in appearance that elevate the singular nature of each dwelling in pursuit of a village feel and not a mass produced project identity.
- Assembly techniques that allow a range of manufactured approaches where conditions warrant and utilize local trade capabilities found in the area workforce.

FINANCIAL ASSISTANCE OPPORTUNITIES:

Land for this venture comes to this transaction at a value below market value in part as a gift reflecting the discount from appraisal. This lower land cost extends to the purchase price as a pricing advantage for the total community.

Tax exemption on behalf of the sponsor (Trust) allows for materials to be "tax free", saving a measured percentage of the material budget that also flows through the buyer.

When public or private support is advanced to a project, whether by favorable terms or by discounts in price/materials, the amount advanced where possible is booked as a contributed equity on behalf of the buyer and not as a part of the capital required for the development by the developer under conventional processes. This equity equivalent allows for the closing to reflect the fair market value of the home while only obligating the buyer to bring residual equity (if any) and credit capacity to the closing. Upon closing with the fair market value

preserved the equity contributed becomes part of the Owner's net worth and allows for more favorable debt terms with the evidence of market value exceeding the debt needs by a greater amount than when funded conventionally.

Lot costs in most cases represents at least 25% of the total home purchase price. The unified approach to the site organization encourages the land to be owned by the Trust and leased per pad site to the Owner, lowering the purchase price, and allowing favorable lease terms to both reduce the mortgage payment even when the lease is added to the monthly expense. This process also allows the lease payments to fund the common area maintenance (front yards, and all common open area) assuring a uniform care and oversight to the development and stabilized value for the community/land component of the home value.

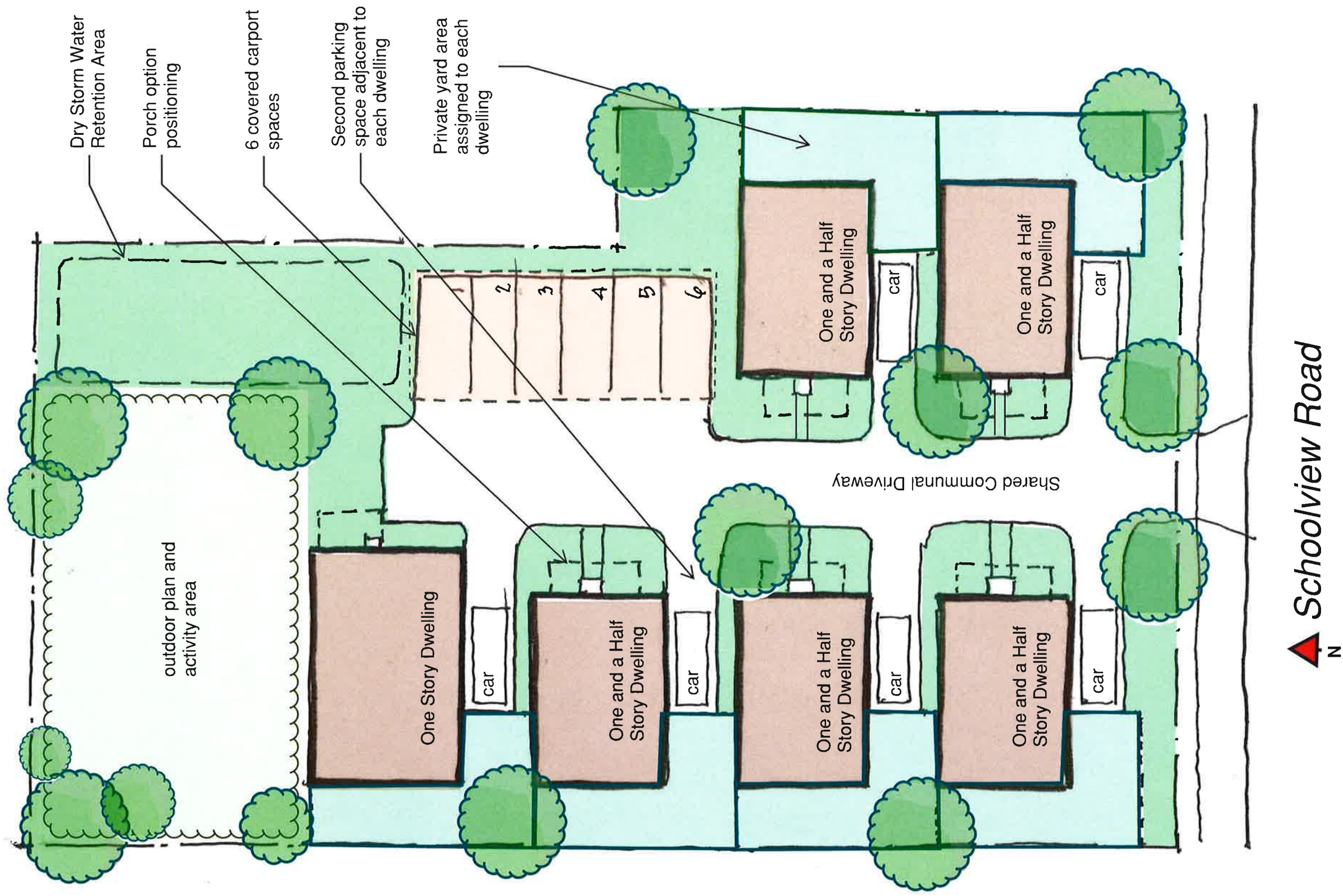
While each pad is leased it does not affect the fee interest in the dwelling, its ability to be homestead, or its property tax liability should one occur.

Through local public agency support, credit and home ownership counseling and education are offered as a qualifying requirement for ownership insuring both purchase and ongoing awareness of both benefits and obligations are fully understood by each purchaser.

SUMMARY;

Beyond the philanthropic actions of the Trust and its experienced sponsors, the valued discounts eligible to a non-profit enterprise, the incentives from public funding or discounted extractions from agency providers, and the additional gifts to buyers through the financial structure of the development, the resident themselves must demonstrate the need and the capacity to maintain their interests with responsible stewardship.

This project is intended as a development prototype that with initial success can readily be duplicated using the formulations initially proposed and any other measure that effects home ownership for those pursuing the American Dream.



CONCEPT SITE PLAN SCHOOLVIEW COMMONS

EXHIBIT B

2129 School View Street

LEGAL DESCRIPTION

School View Properties, LLC.

The West 110 feet of East 210 feet of South 210 feet of the Southwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4; AND the West 25 feet of the East 100 feet of the South 110 feet of the Southwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 21, Township 19 South, Range 24 East, Lake County, Florida.

Parcel Identification Number: 21-19-24-00020005100



ELEVATION OPTION A



ELEVATION OPTION B



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
VENETIAN CENTER

THURSDAY, FEBRUARY 24, 2022 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, February 24th, 2022, at the Venetian Center. Chairman Ted Bowersox called the meeting to order at 4:30p.m. The following Commission members were present:

Ted Bowersox, Chairman
Tim Sennett, Vice-Chair
Frazier J. Marshall
Chris Wood
John O'Kelley
Michael Fitzpatrick
Alfred C. Haliday
Nathaniel Sanders

The following Commission members were absent:

Ze'Shieca Carter

City staff that was present included Dan Miller, Director of Planning & Zoning, Kandi Harper, Senior Planner, Christine Rock, Senior Planner, and Dianne Pacewicz, Planner. Interim City Attorney Loren Vasquez was also present.

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

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

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

DRAFT SUMMARY MINUTES OF PLANNING & ZONING COMMISSION MEETING FOR JANUARY 20TH, 2022.

Commissioner Tim Sennett moved to APPROVE the minutes from the JANUARY 20TH, 2022 meeting. Commissioner Alfred C. Haliday SECONDED the motion, which was PASSED by a vote of 8 to 0.

NEW BUSINESS

- 1) **PUBLIC HEARING CASE # SSCP-22-008 – SCHOOLVIEW PROPERTIES, LLC – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT**

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF

3. The proposed request does not appear to create a detriment to surrounding properties.

Action Requested:

1. Vote to approve staff's recommendation to rezone the subject property from Lake County RP (Residential Professional) to City of Leesburg SPUD (Small Planned Unit Development) and forward the recommendation to the City Commission for consideration.

Dan Miller noted that there were two typos in the PUD document. On page 2, under Development Standards, it states that there are six (6) acres and that should read as 0.6 acres. Also, on page 2, under Development Standards (4 F), there's a requirement for a minimum lot size of 6,000 square feet, which needs to be deleted. This development is going to be owned as a whole, with the houses built individually.

Tim Burns, representing the project, as well as Ken Thomas, Housing and CRA Director, were present to answer any questions.

Commissioner Tim Sennett asked if the units are going to be condominiums. Mr. Miller answered that it is going to be six (6) single-family units at a minimum of 1,100 square feet, with one driveway coming in. They will all be owned as one unit, and sold as one unit.

Chairman Bowersox asked about the 7 units on page 14 of the PUD. Mr. Miller answered that they originally wanted to get in 7 units on this property. It is only going to be 6 units with the 7th location being used for retention, parking, and playground.

Commissioner Haliday asked about the minimum lot size. Mr. Miller answered that there is not a minimum lot size. It is one lot but it will have six (6) homes on it. The potential for platting and rezoning does exist down the road.

Commissioner Holiday asked if they were going to be rental homes and if there is an HOA. Mr. Miller answered that the homes could be sold, and that there is an HOA requirement in the PUD.

Chairman Bowersox asked the applicant if he had anything to add to the discussion. Mr. Burns stated that it was a pleasure to deal with the Planning folks. He gave a brief history as to how they got to this point over the last three years.

Commissioner Sanders asked what the cost of the properties will be, as well as how many bedrooms and baths. Mr. Burns answered that they will be in the low \$200,000, and have 3 bedrooms and 2 baths.

Commissioner O'Kelley asked to clarify if they would be rentals. Mr. Burns said no, to think of them as a detached townhome.

This was the end of the discussion and the voting then took place.

Commissioner Tim Sennett made a motion to APPROVE case # SSCP-22-008 – SCHOOLVIEW PROPERTIES, LLC – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT with the amendments of fixing the typo on page two to 0.6 and to delete the requirement for a minimum lot size. Commissioner Nathaniel Carter SECONDED the motion which, PASSED by a vote of 7 to 1 (with the denial by Commissioner Haliday).

2) PUBLIC HEARING CASE # SPUD-22-025 – SCHOOLVIEW PROPERTIES, LLC – SMALL PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 0.59 +/- ACRES FROM LAKE COUNTY RP (RESIDENTIAL PROFESSIONAL) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT) TO ALLOW FOR RESIDENTIAL DEVELOPMENT FOR A

LEESBURG, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING APPROXIMATELY 0.59 +/- ACRES, FROM LAKE COUNTY URBAN MEDIUM DENSITY TO CITY OF LEESBURG MEDIUM DENSITY RESIDENTIAL FOR A PROPERTY GENERALLY LOCATED WEST OF COUNTY ROAD 468 AND NORTH OF SCHOOLVIEW STREET, AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, APRIL 11, 2022 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, MAY 23, 2022)** (Schoolview Properties)

Dan Miller gave a brief background of this project. The Carver Heights area of Leesburg, like many cities, needs good affordable housing. Staff has been working with the applicants for several months now, with the idea of providing a quality, safe starting point for people. In this case, the project is located across the street from an elementary school, and within easy walking distance of the City's Resource Center and a bus route. For this project, the applicant is requesting a small-scale comprehensive plan amendment from Lake County Urban High Density, at 12 units per acre, to City of Leesburg Medium Density, also 12 units per acre. They are also requesting rezoning from Lake County R-P (Residential Professional) to City of Leesburg SPUD (Small Planned Unit Development). The proposals, if approved at City Commission, would allow future development of this 0.6-acre lot to allow six (6) small single-family units ideally located on the north side of Schoolview Street and just west of its intersection with CR 468.

Dan Miller entered the exhibits into record. In order to expedite the meeting, the same exhibits for cases SSCP-22-008 and SPUD-22-025 were entered into the record at the same time. Kandi Harper presented the maps and photo exhibits, which included the aerial, zoning, future and surrounding land use, wetlands/flood zone and CRA maps. Other exhibit items included the staff summary, departmental review summary, and staff recommendations.

There were no substantive comments received from the departments, and there were no public responses received for either approval or disapproval.

The Planning & Zoning staff recommended approval of the request for the SMALL-SCALE COMPREHENSIVE PLAN AMENDEMENT for the following reasons:

1. The proposed request is compatible with the current surrounding Future Land Use categories of Lake County Urban High Density, and with City of Leesburg Future Land Use categories of Institutional and High Density.
2. The proposed request will allow for single family residential development near a public elementary school with access to public transportation routes, and in close proximity to the City of Leesburg Resource Center.
3. The proposed request does not appear to create a detriment to surrounding properties.

Action Requested:

1. Vote to approve staff's recommendation to rezone the subject property from Lake County Urban High Density to City of Leesburg Medium Density and forward to the City Commission for consideration.

The Planning & Zoning staff recommended approval of the request for the SMALL PLANNED UNIT DEVELOPMENT for the following reasons:

for the following reason(s):

1. The proposed request is compatible with the current surrounding zoning districts of Lake County RP (Residential Professional), and MP (Planned Industrial District); and with City of Leesburg P (Public), and R-2 (Medium Density Residential).
2. The proposed request will allow for single family residential development near a public elementary school, access to public transportation routes, and is in close proximity to the City of Leesburg Resource Center.

PROPERTY GENERALLY LOCATED WEST OF COUNTY ROAD 468 AND NORTH OF SCHOOLVIEW STREET, AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, APRIL 11, 2022 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, MAY 23, 2022) (Schoolview Properties)

Commissioner O'Kelley made a motion to APPROVE case # SPUD-22-025 – SCHOOLVIEW PROPERTIES, LLC – SMALL PLANNED UNIT DEVELOPMENT. Commissioner Sanders SECONDED the motion which, PASSED by a unanimous voice vote of 7 to 1 (with the denial by Commissioner Haliday).

DISCUSSION ITEM

Dan Miller spoke about the growth in Leesburg, stating that staff has been working on a map with upcoming and potential development that gives a good indication as to what is going on in the City. The population as of April 1, 2021 was about 27,000. Leesburg has the potential to add 50-60k people in the next ten to fifteen years.

Commissioner Haliday asked what the impact will be with DOT and 27. Mr. Miller answered that any project that is along a state road goes through DOT. Any larger projects (50 acres or above) have to go through the state. For any project, there is constant coordination with Lake County Public Works and Lake County School Board. Mr. Miller said that the Planning Commission has very influential voice with all that is happening, and staff wants to make sure that they are aware as to what the City Commission is talking about.

Mr. Miller stated that there are two items that have come up at City Commission.

1. Dark sky lighting – this is a principle of making sure that the lighting on a development stays as much as possible on that development property, and that it's not over lit so there is not abundant light pollution. Staff is starting to include dark sky lighting standards in some PUD Conditions, and what is acceptable and what is not acceptable. It can be affectively done without a lot of cost.
2. Lot size – This Commission has been expressing frustrating with the number of 40- and 50-foot lots. What does the City want to look like? We definitely need some smaller lots to allow for a price point because we need young families and they can't afford a \$350k house. We also have a need for those that want a larger lot. We have to find out what our citizens want, and we do that partially through the Planning Commission and partially through the City Commission.

Chairman Bowersox suggested having 40' lots on pie-shaped lots with the bigger back yards. Commissioner Sennett said that the size of the lot should depend on the design of the development.

Commissioner Haliday brought up working with DOT on the flow and synchronization of the traffic lights. Mr. Miller said that it comes down to the design and coordination with DOT.

Commissioner O'Kelley asked if the City Commission is pretty much in line with what Planning Commission recommends to them. Mr. Miller answered that generally they are, but occasionally there may be one that is different.

ANNOUNCEMENTS

The meeting adjourned at 5:33 p.m.


Ted Bowersox, Chairperson


Dianne Pacewicz, Planner

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

DATE: February 24, 2022
OWNER: Schoolview Properties, LLC
PETITIONER: MLJ Land Trust
PROJECT: Schoolview Court
REQUEST: Change Future Land Use Designation and Rezone for single family residential construction
CASE NO.: SSCP-22-008; SPUD-22-025

GENERAL LOCATION: The property is generally located west of CR-468 and north of Schoolview Street.

FUTURE LAND USE DESIGNATION:
Lake County Urban High Density

SURROUNDING FUTURE LAND USE DESIGNATION:
North – Lake County Urban High Density
South – Institutional
East – Lake County Urban High Density
West – High Density Residential

PROPOSED FUTURE LAND USE DESIGNATION:
City of Leesburg Medium Density Residential

EXISTING ZONING DESIGNATION:
Lake County RP (Residential Professional)

SURROUNDING ZONING DESIGNATIONS:
North – Lake County MP (Planned Industrial District); Lake County RP (Residential Professional)
South – P (Public)
East – Lake County RP (Residential Professional)
West – R-2 (Medium Density Residential)

PROPOSED ZONING DESIGNATION:
PUD (Planned Unit Development)

EXISTING LAND USE: Mobile Home Park

SURROUNDING LAND USE:
North – Service Shop
South – Leesburg Community Center; School
East – Residential (Vacant)
West – Residential (Vacant)

PROPOSED LAND USE: Single Family Residential development

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

DATE: February 3, 2022
OWNER: Schoolview Properties, LLC
PETITIONER: MLJ Land Trust
PROJECT: Schoolview Court
REQUEST: Change Future Land Use Designation and Rezone for single family residential construction
CASE NO.: SSCP-22-008; SPUD-22-025

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 2/18/22

FIRE

No comments received as of 2/18/22

ELECTRIC

Electric has no objections. Easements will be required on the property to install new electric facilities. Steve Davis 2/3/22

GAS

No comments received as of 2/18/22

GIS

GIS has no comments. Tammy Magamoll 2/16/22

BUILDING

No comments received as of 2/18/22

PUBLIC WORKS

No comments received as of 2/18/22

ADDRESSING

No comments received as of 2/18/22

HOUSING & REDEVELOPMENT

No comments received as of 2/18/22

LAKE COUNTY PUBLIC WORKS

No comments received as of 2/18/22

EXTERNAL EMAIL - USE CAUTION

Kandi:

The project consists of 6 dwelling units – please be advised that project of more than 4 units are subject to school concurrency review.

Please refer the applicant to me for more information on the process, as it may not require a full concurrency review.

Thanks,

Helen LaValley

Lake County Schools

352-253-6694



PUBLIC RESPONSES

Approval

none

Disapproval

none

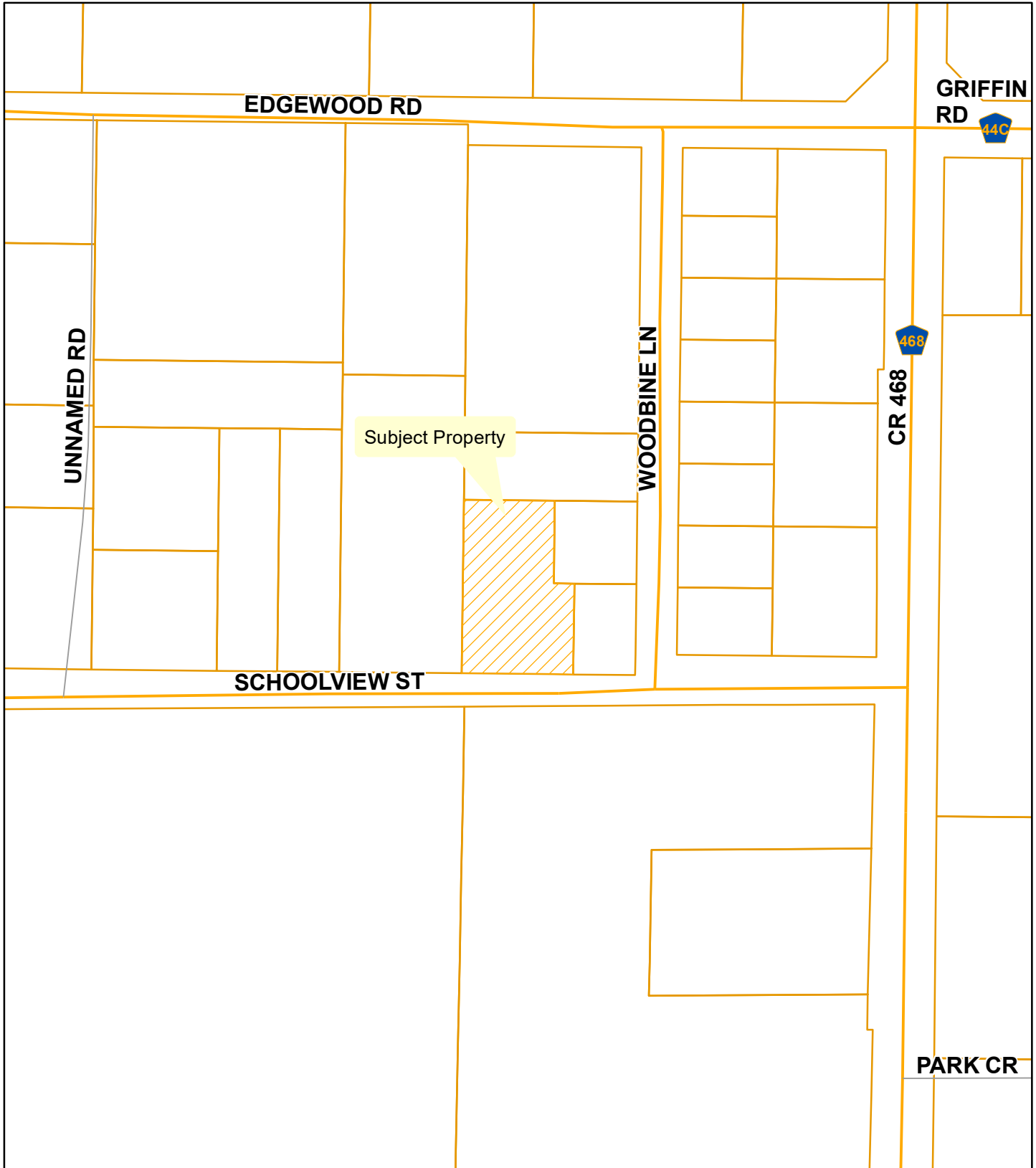
No comment

Notice of Appearance filed:

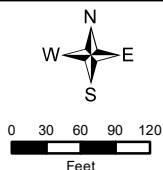
PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Locator

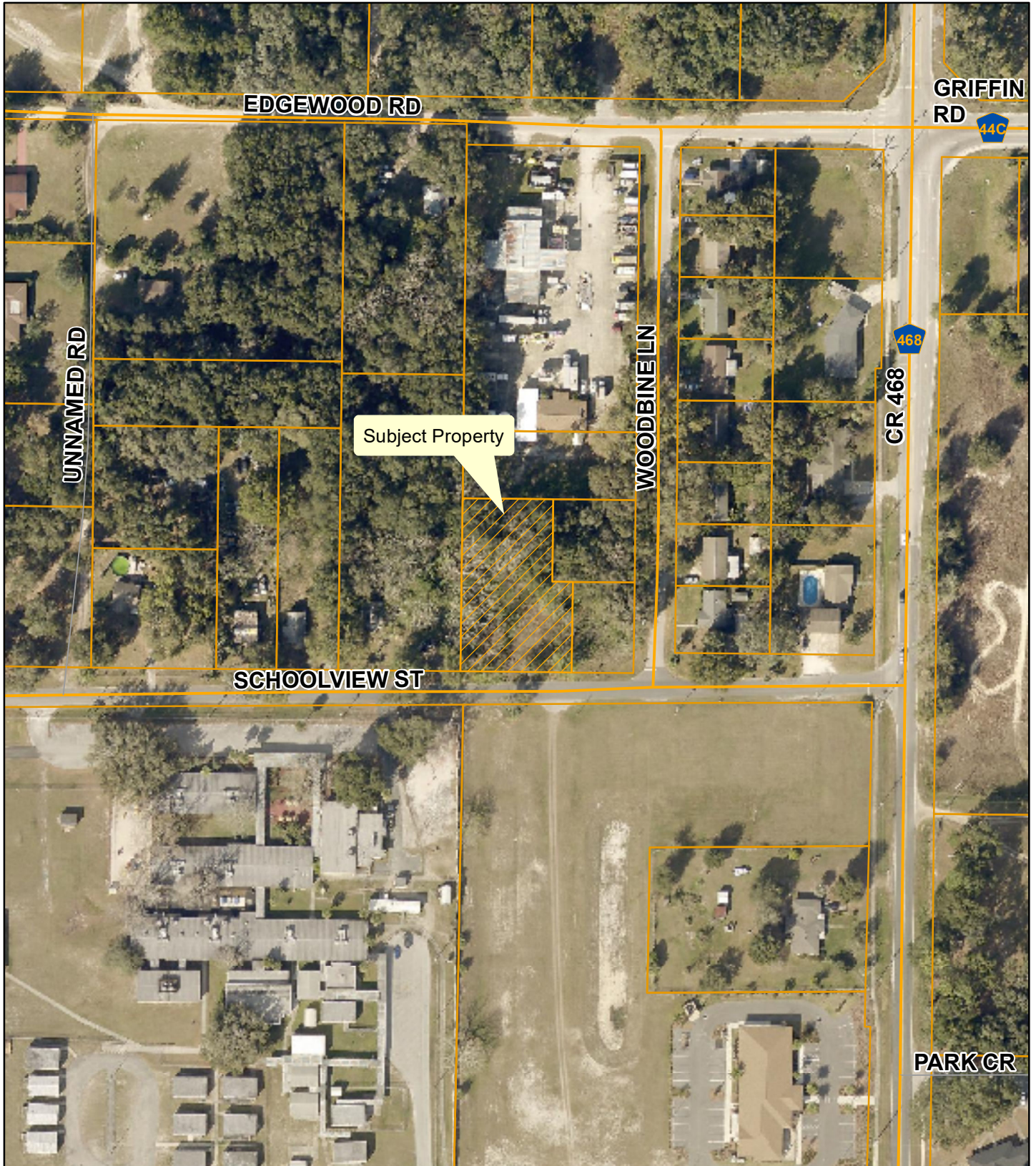


**Planning
& Zoning
Division**

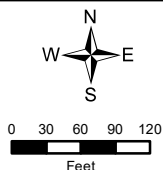


Schoolview Properties, LLC
Schoolview Court, 2129 Schoolview Avenue
AK#: 1756065
Section 21, Township 19 South, Range 24 East
February 9, 2022

Aerial

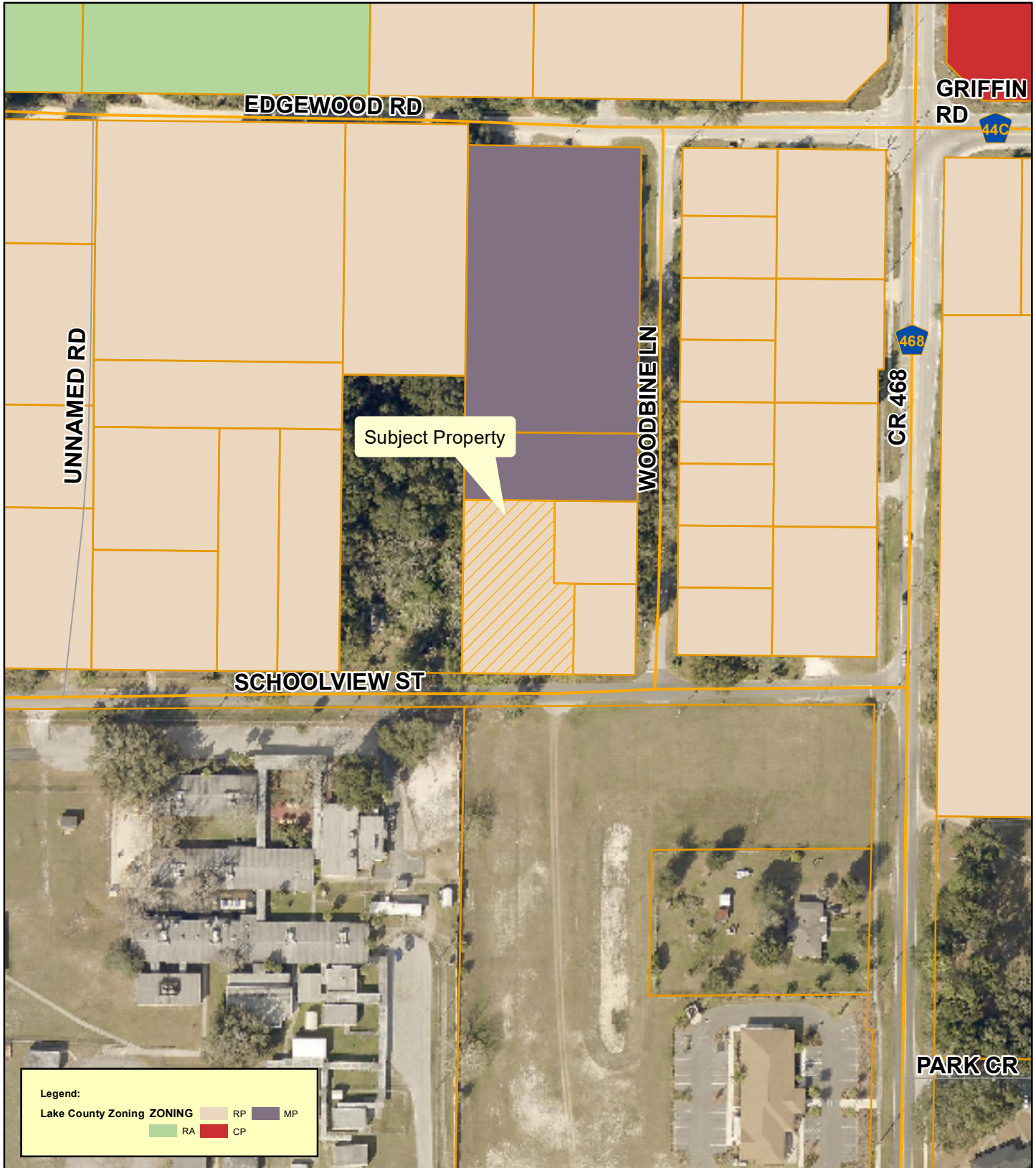


**Planning
& Zoning
Division**

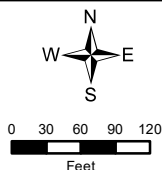


Schoolview Properties, LLC
Schoolview Court, 2129 Schoolview Avenue
AK#: 1756065
Section 21, Township 19 South, Range 24 East
January 27, 2022

Lake County Zoning

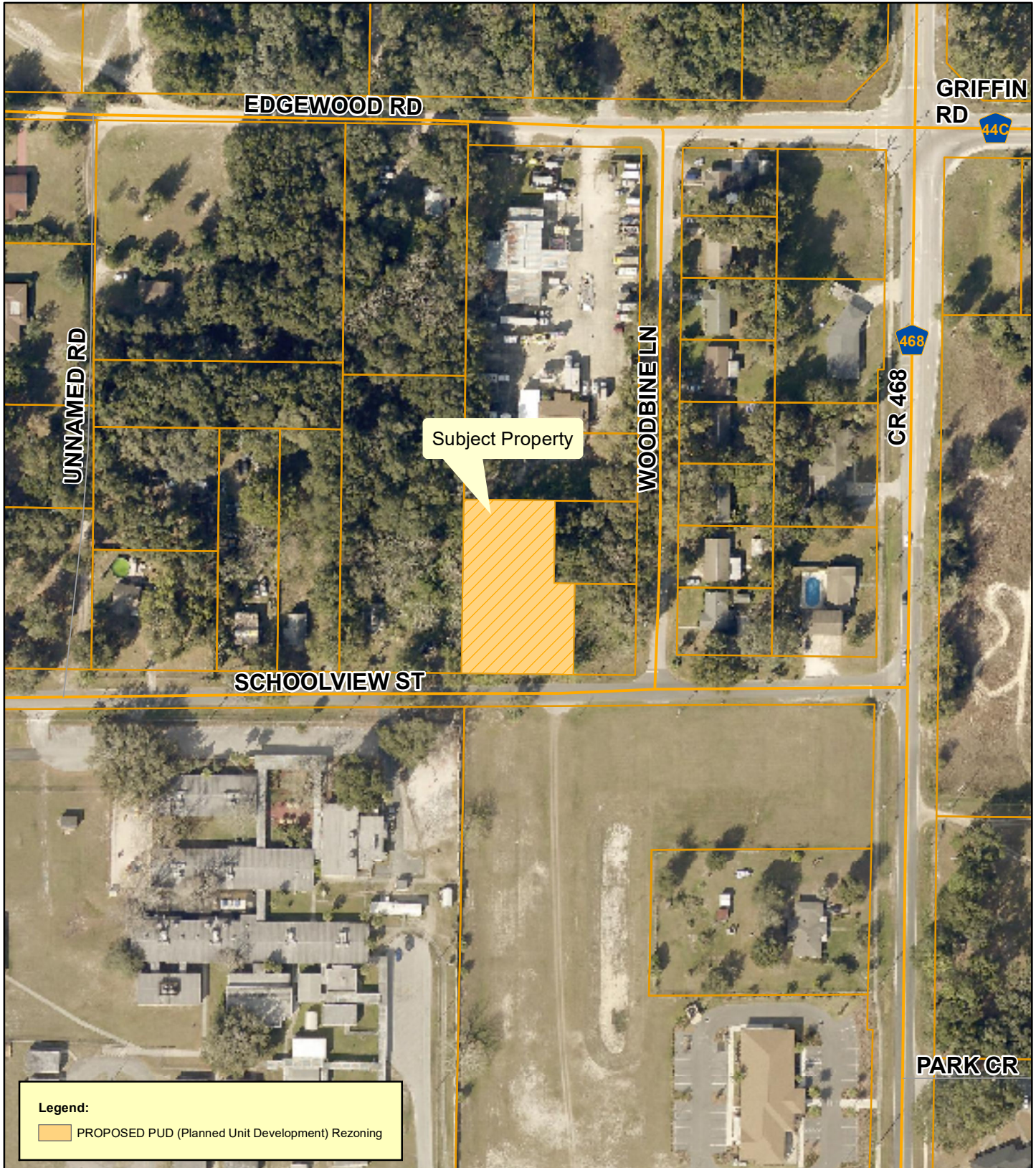


**Planning
& Zoning
Division**

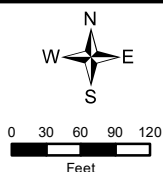


Schoolview Properties, LLC
Schoolview Court, 2129 Schoolview Avenue
AK#: 1756065
Section 21, Township 19 South, Range 24 East
January 27, 2022

PROPOSED Planned Unit Development Rezoning



**Planning
& Zoning
Division**



Schoolview Properties, LLC
Schoolview Court, 2129 Schoolview Avenue
AK#: 1756065
Section 21, Township 19 South, Range 24 East
January 27, 2022



Sign posting on Schoolview Street, looking north into the property.



Looking north into the property from Schoolview Street.



Picture taken on Schoolview Street looking east from the property.



Picture taken from the property looking south across Schoolview Street.



Looking west along Schoolview Street. Rimes Early Learning Center School is in the upper left hand corner of the picture.



Picture taken from the property looking west along Schoolview Street.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.4.

Meeting Date: June 27, 2022

From: Dan Miller, (Planning and Zoning Director), Dianne Pacewicz, (Senior Planner)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 33 +/- acres; and being generally located on the south side of County Road 48, east of County Road 33, and west of Haywood Worm Farm Road, lying in Sections 14 & 15, Township 20 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Sundance AX)

Staff Recommendation:

The Planning and Zoning staff and the Planning Commission recommend approval of the proposed ordinance for annexation of the Sundance Subdivision.

Analysis:

The applicant has submitted a request for annexation of approximately 33 acres of land generally located on the south side of County Road 48, east of County Road 33, and west of Haywood Worm Farm Road, as shown on the attached General Location Map. At this time, the property is in agricultural use and contains one single-family dwelling unit. The current zoning is Lake County A (Agriculture); the proposed zoning is City PUD (Planned Unit Development). The reason for this request is to attain water and sewer service for a single-family residential subdivision and mini-storage units.

The property is surrounded by Lake County MP (Planned Industrial District), Lake County R-6 (Urban Residential District), Lake County HM (Heavy Industrial District), Lake County R-1 (Rural Residential), Lake County C-2 (Community Commercial District) and Lake County R-7 (Mixed Residential District). Under the conditions of the PUD (Planned Unit Development) zoning case which is also on this agenda, no negative impacts are anticipated to adjacent properties.

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.

Also, on this City Commission agenda, is a Large-Scale Comprehensive Plan Amendment, which, along with the Planned Unit Development zoning application, had recommendations for approval from the staff and Planning Commission. The Planning Commission held a public hearing on this request on April 22, 2021, and by a vote of 6-0 recommended approval.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

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

Submission Date and Time:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 33 +/- ACRES; AND BEING GENERALLY LOCATED ON THE SOUTH SIDE OF COUNTY ROAD 48, EAST OF COUNTY ROAD 33, AND WEST OF HAYWOOD WORM FARM ROAD, LYING IN SECTIONS 14 & 15, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 3; AND PROVIDING AN EFFECTIVE DATE. (SUNDANCE AX)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for amendment of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

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

Section 1.

Based upon the petition of Germana Engineering and Associates, LLC, (Richard E. Bosserman, Agent) for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as: Legal Description(See Exhibit A);

Section 2.

All of the property, real and personal, within said annexed territory, described in Section 1 above, as provided by this ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the City of Leesburg, Florida, and the said annexed property shall be liable, proportionately, for all of the present outstanding and existing, as well as future, indebtedness of the City of Leesburg, Florida; that all of the ordinances of the City of Leesburg, and all the laws heretofore passed by the Legislature of the State of Florida relating to and which now or hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed 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 27th day of June 2022.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

EXHIBIT A

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.

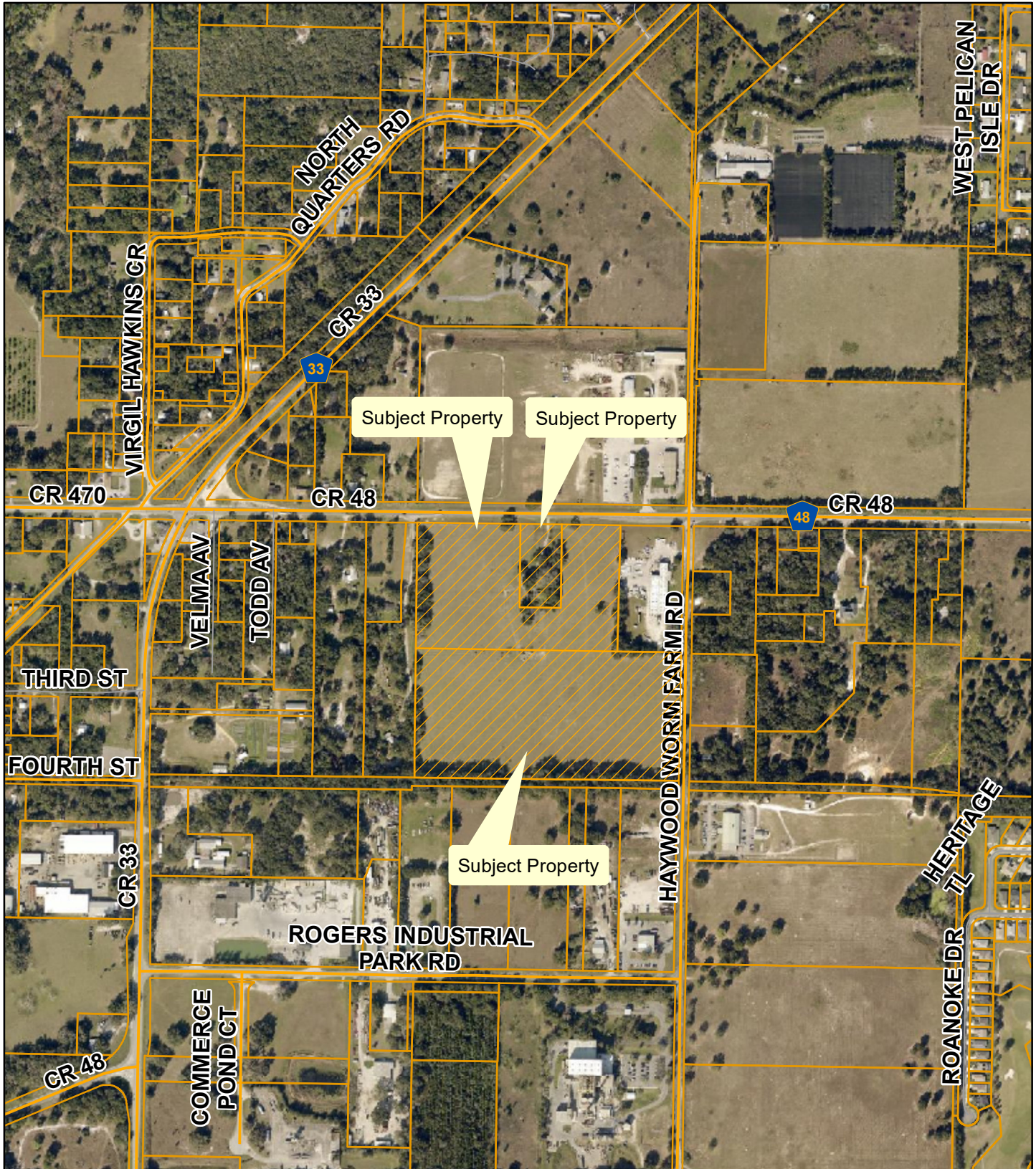
Also, LESS that part of Haywood Worm Farm Road over the East lot lines of said Lot 13, 14, 15 and 16 thereof.

AND

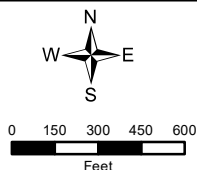
The West 3/4 of the North 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 15, Township 20 South, Range 24 East, Lake County, Florida.

LESS the right-of-way for State Road No. 48 along the North lot line thereof.

Aerial



**Planning
& Zoning
Division**

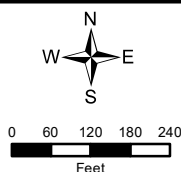


Sundance Mixed Use
3822 County Road 48, Okahumpka
Alternate Key #'s: 1111005; 1295815; 3319796
Sections 14, 15; Township 20 South; Range 24 East
December 29, 2021

Surrounding Land Uses

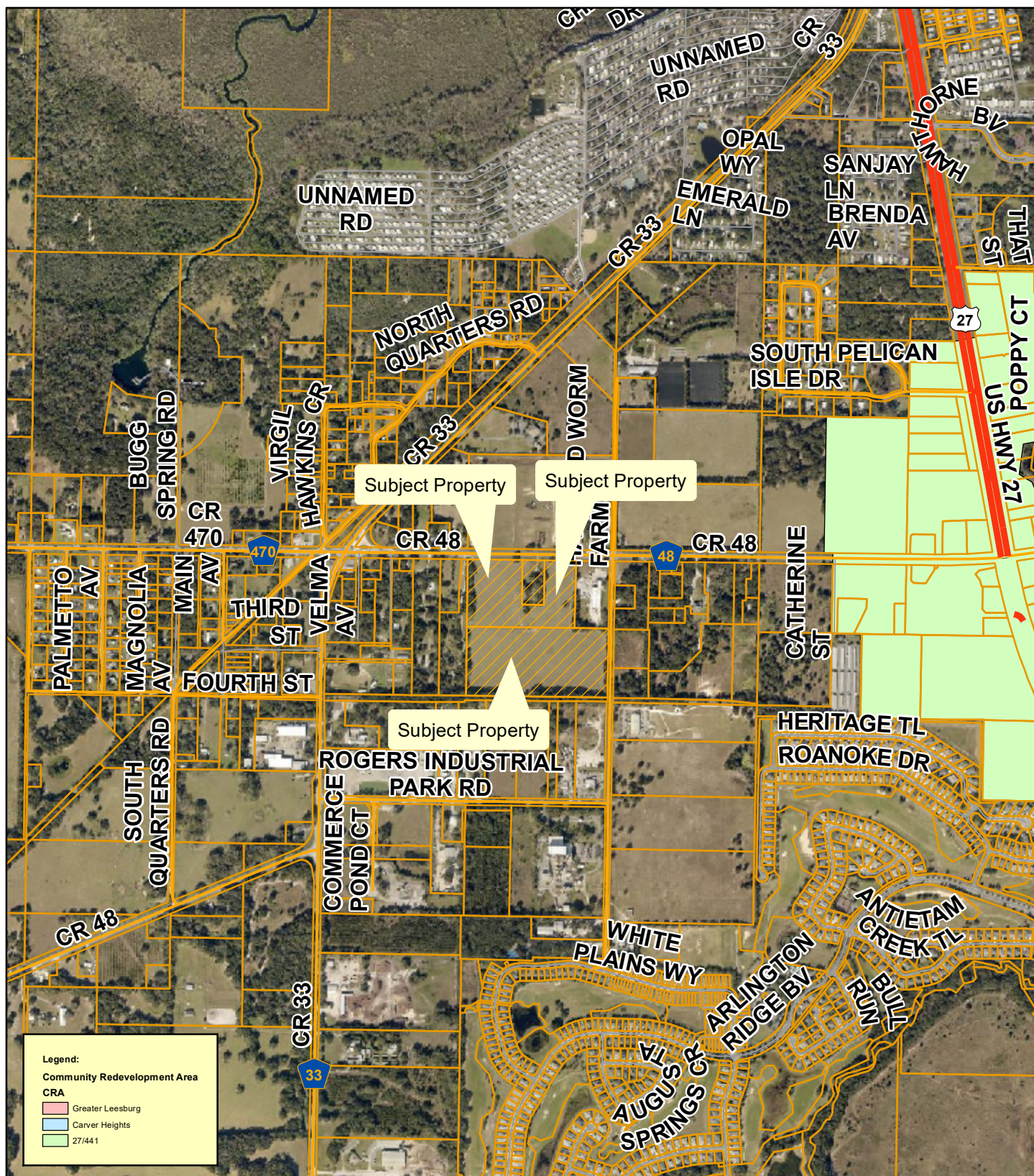


**Planning
& Zoning
Division**

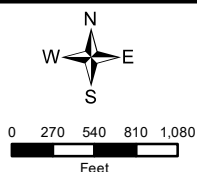


Sundance Mixed Use
3822 County Road 48, Okahumpka
Alternate Key #'s: 1111005; 1295815; 3319796
Sections 14, 15; Township 20 South; Range 24 East
December 29, 2021

Community Redevelopment Area

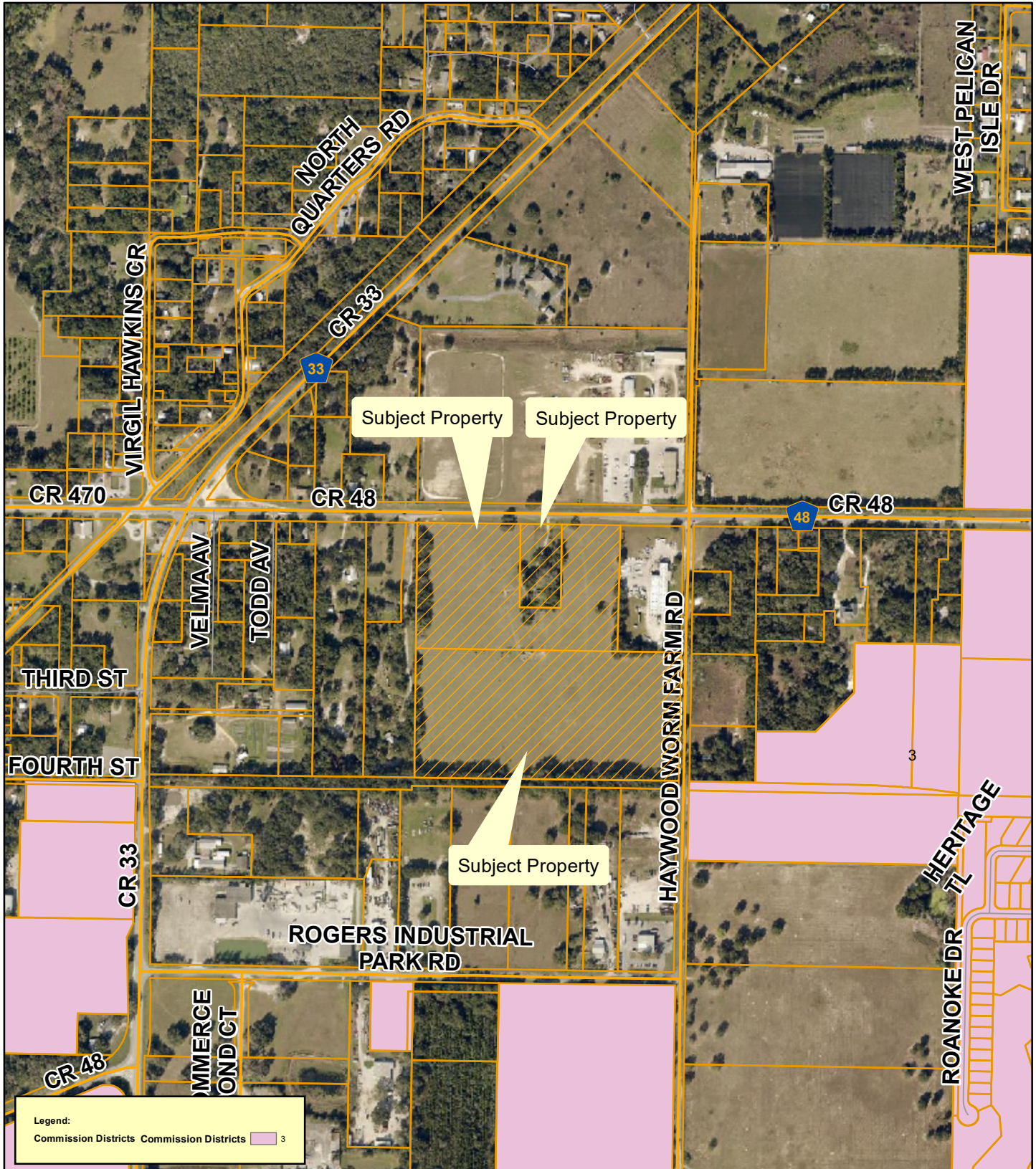


Planning & Zoning Division

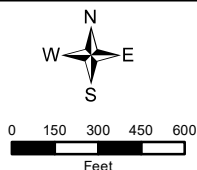


Sundance Mixed Use
3822 County Road 48, Okahumpka
Alternate Key #'s: 1111005; 1295815; 3319796
Sections 14, 15; Township 20 South; Range 24 East
December 29, 2021

Commission District



**Planning
& Zoning
Division**



Sundance Mixed Use
3822 County Road 48, Okahumpka
Alternate Key #'s: 1111005; 1295815; 3319796
Sections 14, 15; Township 20 South; Range 24 East
December 29, 2021

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.5.

Meeting Date: June 27, 2022

From: Dan Miller, (Planning and Zoning Director), Dianne Pacewicz, (Senior Planner)

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

Staff Recommendation:

The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed large-scale comp plan amendment of the City's Future Land Use Map on 33 +/- acres from Lake County Regional Office to City of Leesburg Estate Residential.

Analysis:

The project site is approximately 33 acres. The property is generally located on the south side of County Road 48, east of County Road 33, and west of Haywood Worm Farm Road. Currently, the property is agricultural use with one single-family dwelling unit. The proposed use is for a single-family residential subdivision. The surrounding Future Land Use Map designation of Lake County MP (Planned Industrial), Lake County R-6 (Urban Residential), Lake County HM (Heavy Industrial), Lake County A (Agriculture), Lake County R-6 (Urban Residential), Lake County LM (Light Industrial), and Lake County R-1 (Rural Residential) is compatible, as conditioned in the PUD zoning, with the proposed future land use designation of City Estate Residential. The proposed zoning designation of City PUD (Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

The Planning Commission held a public hearing on the application on January 20, 2022 and recommended approval by a vote of 6-0.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

There is no direct fiscal impact to the City for this action. Future development of this site will create a substantial positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

Submission Date and Time:

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 33 +/- ACRES FROM LAKE COUNTY REGIONAL OFFICE TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED ON THE SOUTH SIDE OF COUNTY ROAD 48, EAST OF COUNTY ROAD 33, AND WEST OF HAYWOOD WORM FARM ROAD, AS LEGALLY DESCRIBED IN SECTIONS 14 & 15, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (SUNDANCE SUBDIVISION SSCP)

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 33 acres of land generally located on the south side of County Road 48, east of County Road 33, and west of Haywood Worm Farm Road, from Lake County Regional Office to City of Leesburg Estate Residential, as shown on the revised map of said area, lying in Sections 14 & 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 27th day of June 2022.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

EXHIBIT A

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
PROJECT: Sundance Mixed Use
REQUEST: Future Land Use of Estate Residential
CASE NO.: SSCP-21-461
MEETING DATE: January 20, 2022

THE PLANNING & ZONING DIVISION RECOMMENDS:

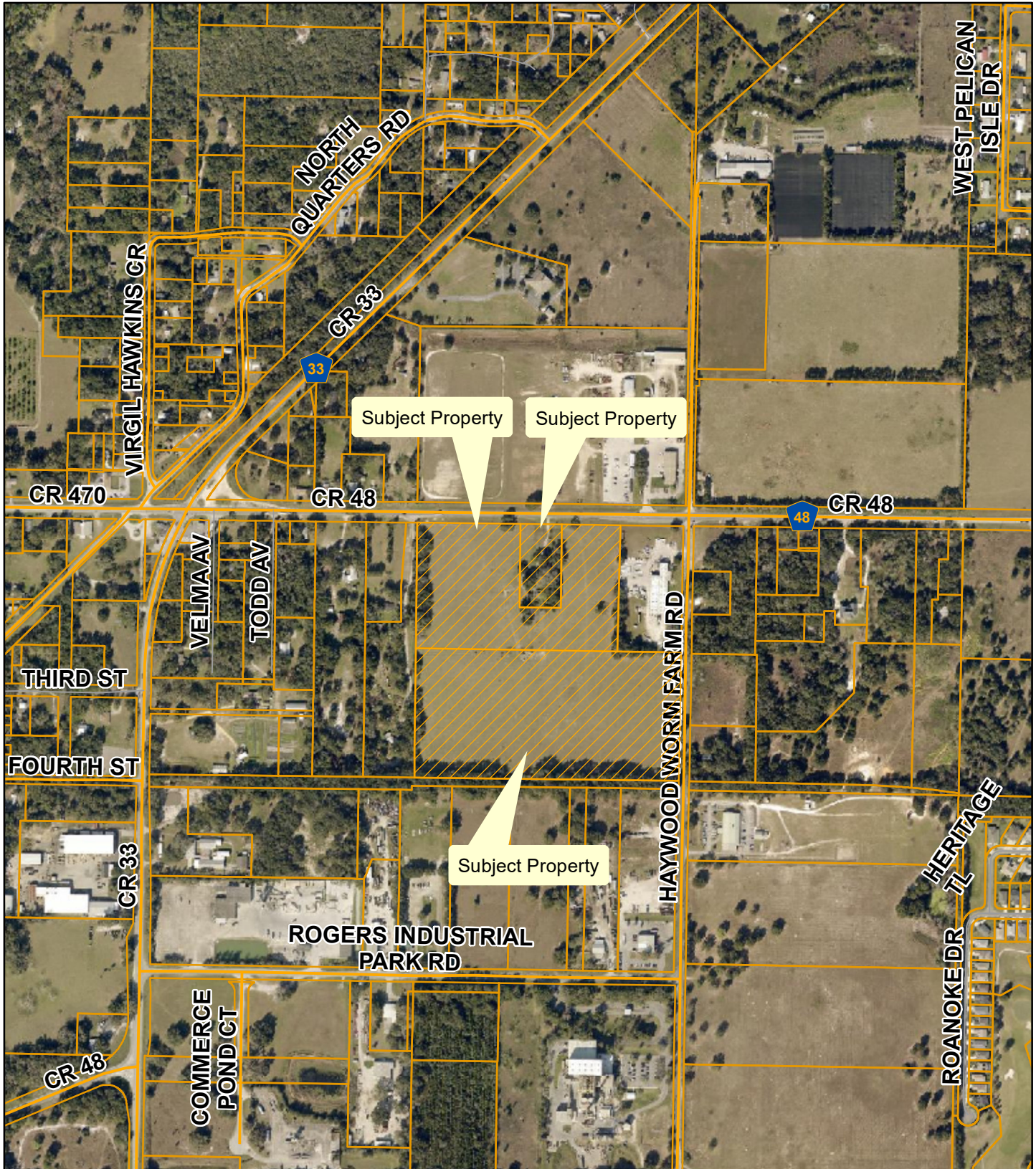
APPROVAL of the request **for the following reason(s):**

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 21-462, is compatible with the adjacent future land use designations of Lake County Regional Office, Lake County Industrial, and Lake County Urban Medium Density.
3. The proposed request as conditioned in City of Leesburg Case number PUD 21-462, is compatible with the current surrounding zoning districts in Lake County of MP (Planned Industrial), R-6 (Urban Residential), HM (Heavy Industrial), A (Agriculture), R-6 (Urban Residential), LM (Light Industrial), and R-1 (Rural Residential).
4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

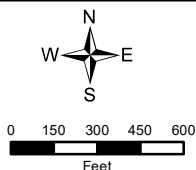
Action Requested:

1. Vote to approve the Small-Scale Comprehensive Plan designation from Lake County Regional Office to City of Leesburg Estate Residential and forward the recommendation to the City Commission for consideration.

Aerial

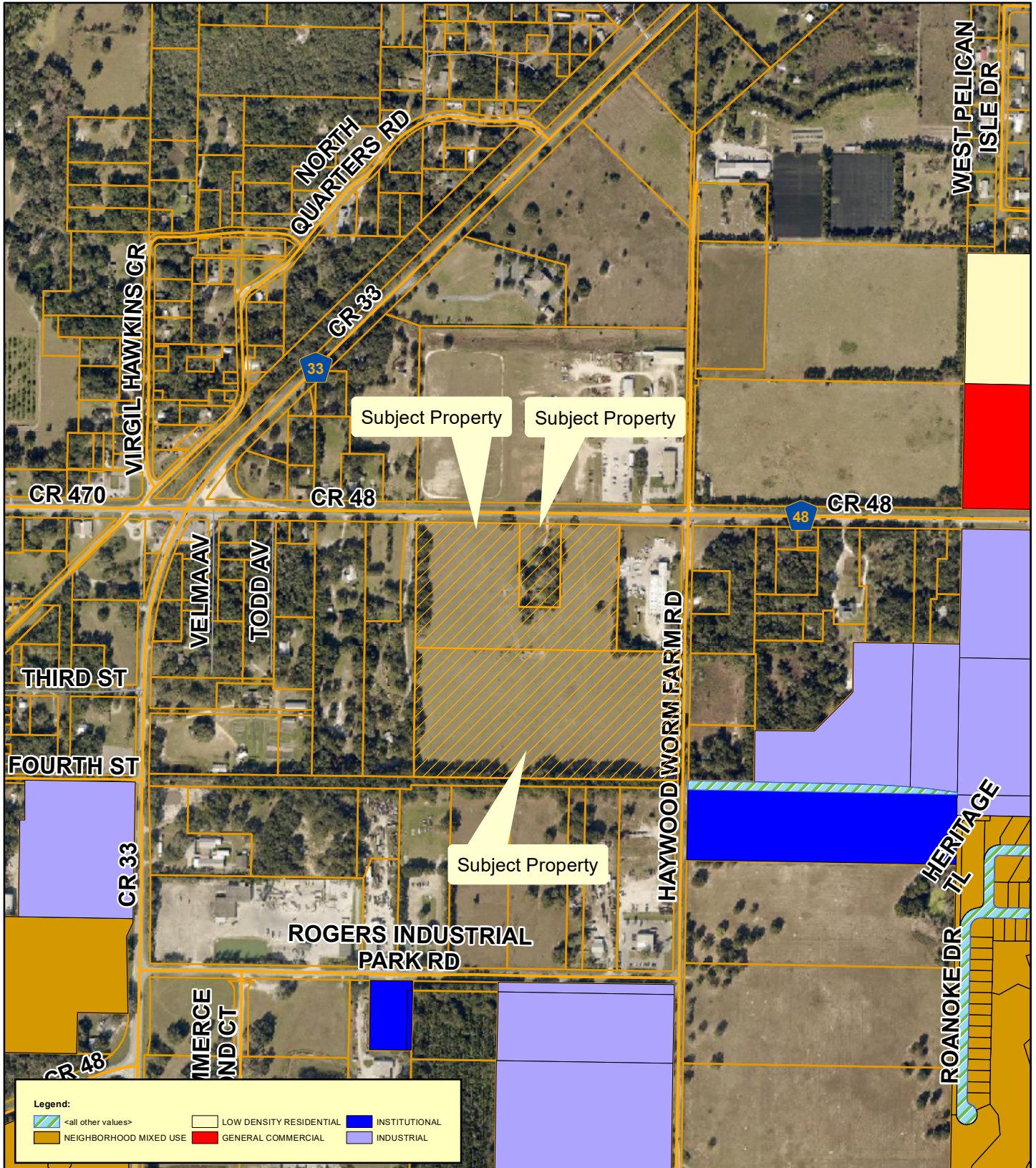


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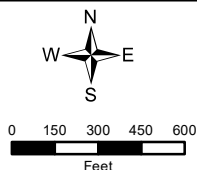


Sundance Mixed Use
3822 County Road 48, Okahumpka
Alternate Key #'s: 1111005; 1295815; 3319796
Sections 14, 15; Township 20 South; Range 24 East
December 29, 2021

Future Land Use

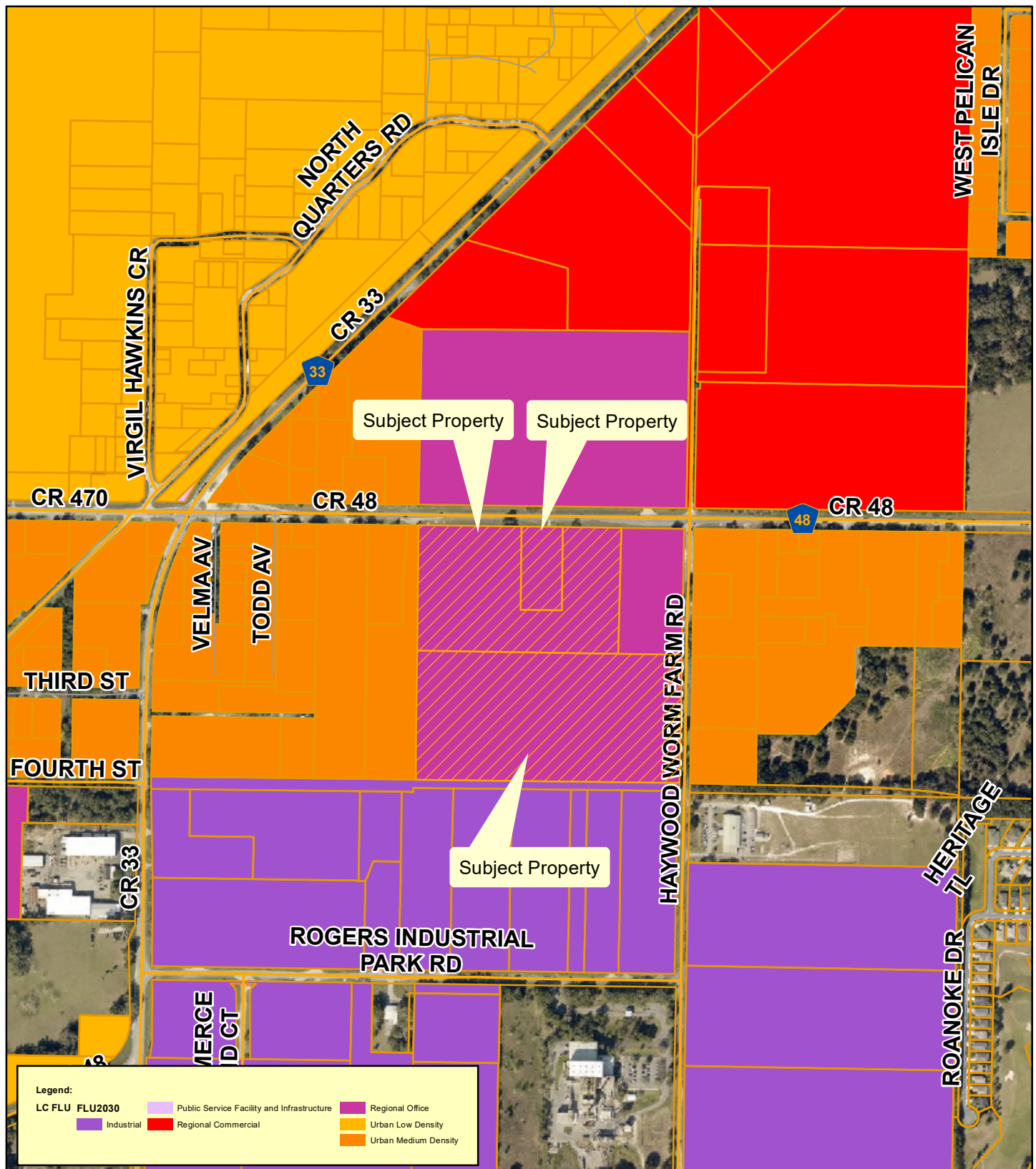


**Planning
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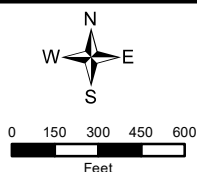


Sundance Mixed Use
3822 County Road 48, Okahumpka
Alternate Key #'s: 1111005; 1295815; 3319796
Sections 14, 15; Township 20 South; Range 24 East
December 29, 2021

Lake County Future Land Use

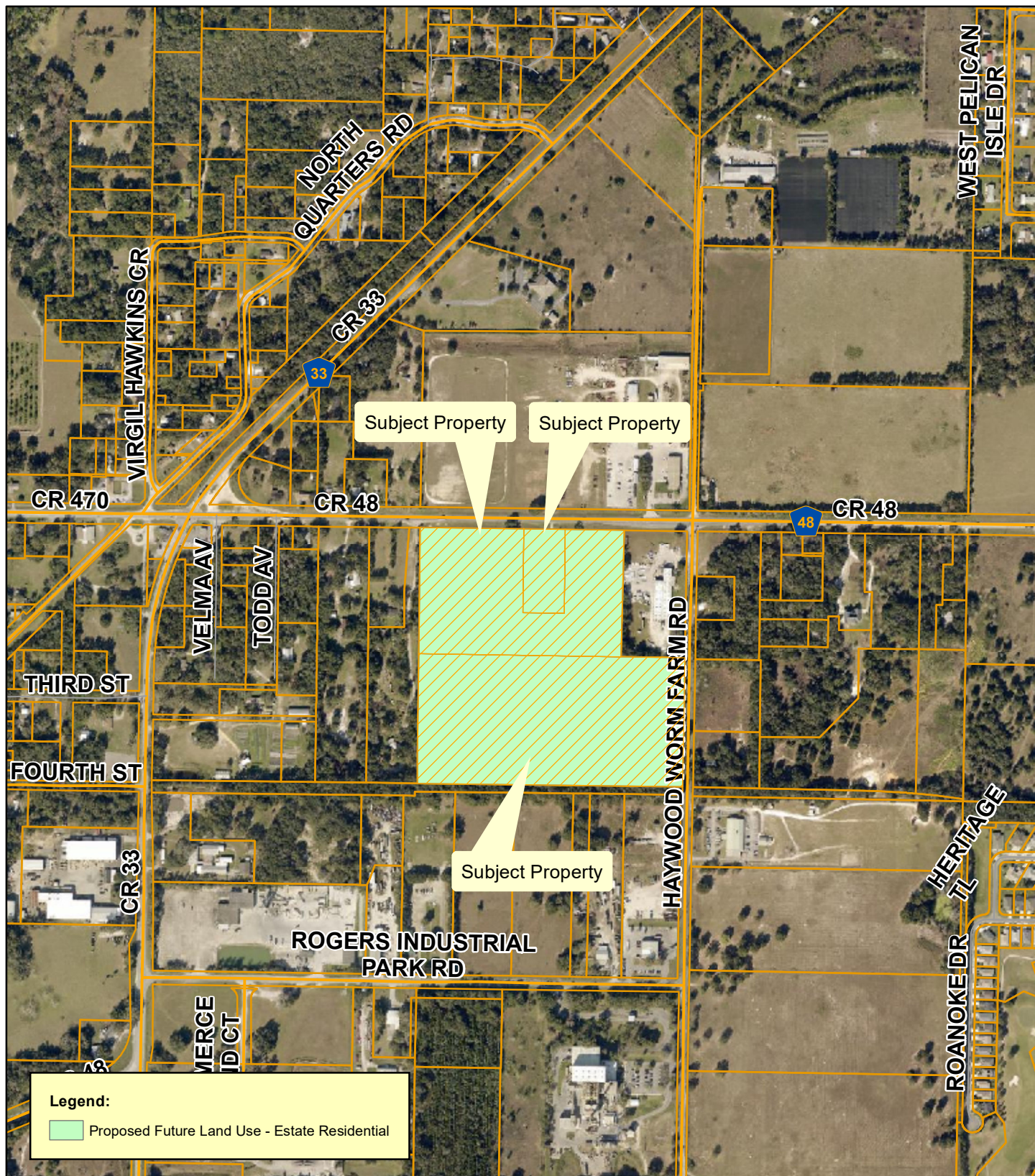


Planning & Zoning Division

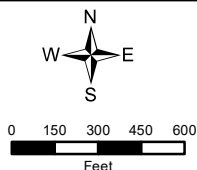


Sundance Mixed Use
3822 County Road 48, Okahumpka
Alternate Key #'s: 1111005; 1295815; 3319796
Sections 14, 15; Township 20 South; Range 24 East
December 29, 2021

PROPOSED Future Land Use



**Planning
& Zoning
Division**



Sundance Mixed Use
3822 County Road 48, Okahumpka
Alternate Key #'s: 1111005; 1295815; 3319796
Sections 14, 15; Township 20 South; Range 24 East
December 29, 2021

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.6.

Meeting Date: June 27, 2022

From: Dan Miller, (Planning and Zoning Director), Dianne Pacewicz, (Senior Planner)

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

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County A (Agriculture) to PUD (Planned Unit Development) to allow for a mixed use development of single-family residential and mini-warehouse storage units.

Analysis:

The project site is approximately 33 +/- acres, and is generally located on the south side of County Road 48, east of County Road 33, and west of Haywood Worm Farm Road, as shown on the attached maps. At this time, the property is in agricultural use with one single-family dwelling unit. The proposal will allow for a single-family residential development. The existing land uses surrounding the property are residential and light manufacturing. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on January 20, 2022 and recommended approval.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

Future development of this site will create a substantial positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

Submission Date and Time:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 33 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR A MIXED USE DEVELOPMENT OF SINGLE-FAMILY RESIDENTIAL AND MINI-WAREHOUSE STORAGE UNITS FOR A PROPERTY GENERALLY LOCATED ON THE SOUTH SIDE OF COUNTY ROAD 48, EAST OF COUNTY ROAD 33, AND WEST OF HAYWOOD WORM FARM ROAD, AS LEGALLY DESCRIBED IN SECTIONS 14 & 15, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (SUNDANCE PUD)

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

Section 1.

Based upon the petition of Germana Engineering and Associates, LLC, (Richard E. Bosserman, agent) petitioner of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County A (Agriculture) to PUD (Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit 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 27th day of June 2022.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

**SUNDANCE SUBDIVISION
PUD (PLANNED UNIT DEVELOPMENT CONDITIONS)
January 20, 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 **Roper Real Estate, Inc, P.O. Box 770961, Winter Garden, Florida, 34777-0961 “Permittee” (Chris Germana, Germana Engineering, Petitioner)**, for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 “Zoning”, Section 25-278 “Planned Unit Development” of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is desirous of obtaining a Planned Unit Development (PUD) zoning district to allow future construction of a proposed residential development consisting of a maximum of 85 single family residential units and 136,500 square feet of light industrial and office uses on 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, “Permittee”)**, to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.
2. **LEGAL DESCRIPTION**
See attached **Exhibit B, Legal Description**.

3. **LAND USE**

The above-described property, containing approximately 33 acres, shall be used for platted single-family residential development, and light industrial development pursuant to City of Leesburg development codes and standards.

A. Permitted Uses (Residential Area A)

- 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. Permitted Uses (Industrial Area B).

- 1) Mini-Warehouse/storage units
- 2) Office space

C. Prohibited Uses

- 1) Townhouses
- 2) Multi-family units (Apartments)
- 3) All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

4. **RESIDENTIAL DEVELOPMENT STANDARDS (Area A)**

A. The project consists of approximately 33 acres, which shall be divided into two developable areas. "Area A" shall be the residential portion of the property consisting of the western 21.77+/- acres, and shall contain a maximum of 85 single family residential units, at a gross density not to exceed 3.9 units per acre as shown on the attached Conceptual Development Plan. "Area B" shall be that property consisting of the eastern 10.91+/- acres, and shall contain a maximum of 136,500 square feet of development to include mini-warehouse and office uses, as shown on the attached Conceptual Development Plan. All development shall be substantially consistent with the proposed **Exhibit C, Conceptual Development Plan**.

B. Area A Development Standards:

1. A mix of lot sizes is permitted as long as all lots are equal to or larger than the required minimums.
2. Along each street, homes with the same architectural design shall not be immediately adjacent (side by side) or directly across from a lot with the same design. Facades may be varied to meet this requirement. The maximum impervious surface for the project shall be 70%. Community and private swimming pools shall not count toward the impervious surface calculation.

3. The minimum lot development standards shall be:

For all lots:

- (a) Minimum house size: 1,600 square feet.
- (b) Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
- (c) Minimum lot size shall be 6000 square feet.
- (d) Minimum width 50 feet
- (e) Minimum depth 120 feet
- (f) Minimum building setbacks:
 - Front – 20 feet;
 - Rear – 18 feet;
 - Side – 5 feet;
 - Corner Side – 15 feet.
 - Porch – 14 feet (porch must be a minimum width of 6 feet).

4. For all structures:

- a) Each residential structure shall have a minimum two car garage.
- b) Minimum distance between structures shall be 10 feet; measured from building wall to building wall, and the roof overhang shall not exceed forty (40) percent of the distance between the building wall and the property line.
- c) Maximum building height: two (2) stories or 35 feet.
- d) Accessory structures shall have a minimum rear and side setback of 5 feet and single accessory structures that are not attached to the principal structure shall not occupy more than 30 percent of the required rear yard.
- e) Attached screened enclosures (no solid roof) must maintain a minimum setback of five (5) feet from the side and rear property line. Attached swimming pool screened enclosure shall also maintain a minimum setback of five (5) feet from the side or rear property lines.
- f) Solid roof structures attached to the residence must meet the required rear setback as noted under “Minimum building setbacks.”
- g) As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions set forth herein.

5. **INDUSTRIAL/COMMERCIAL DEVELOPMENT STANDARDS (Area B)**

A. The project consists of approximately 33 acres, which shall be divided into two developable areas. “Area B” shall be that property consisting of the eastern 10.91+/- acres, and shall contain a maximum of 136,500 square feet of development to include mini-warehouse and office uses, as shown on the attached Conceptual Development Plan. All development shall be substantially consistent with the proposed **Exhibit C, Conceptual Development Plan**.

B. Area B Development Standards:

- 1. Area B shall utilize the C-3 (Highway Commercial) for general development standards. Uses for this area shall be as noted in this PUD agreement.

6. DESIGN/ARCHITECTURAL STANDARDS

- A. All buildings shall utilize at least three of the following design features to provide visual relief along all elevations of the single-family units. Designs may vary throughout the development.
- 1) Dormers
 - 2) Gables
 - 3) Recessed or raised entries
 - 4) Covered porch entries
 - 5) Cupolas
 - 6) Pillars or decorative posts
 - 7) Bay window (minimum 12-inch projections)
 - 8) Eaves (minimum 6-inch projections)
 - 9) Front windows with arched glass tops and minimum 4-inch trim.
 - 10) Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
 - 11) Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
 - 12) Stone accents
 - 13) Shutters
 - 14) Board and batten siding
 - 15) Hardy board siding
 - 16) Raised banding
 - 17) Craftsman style garage doors
- B. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
- 1) At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 - 2) At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. (For example, Masonite or vinyl lap siding would not be allowed under this option.).
 - 3) All textured stucco, provided there are unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Community Development Director for compliance.
- C. Other similar design variations meeting the intent of this section may be approved by the Community Development Director or designee.
- D. The architectural styles and facades shown in **Exhibit D, Building Elevations** herein are considered to meet the requirements of this section.

- 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.

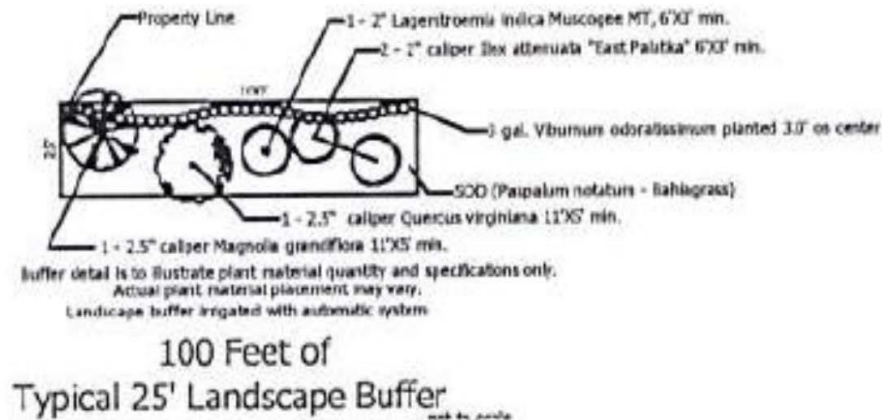
7. LANDSCAPING & BUFFER REQUIREMENTS

- A. A minimum twenty-five (25) foot buffer tract with plantings as shown in Figure A below, shall be provided along the entire boundary of the residential property. This landscape buffer shall be separate from all other platted lots, shall not be part of individually platted lots, and shall be a common area to be maintained by an entity such as a Property Owners or Homeowners Association.
- B. On the eastern and north eastern boundary of the property, in all areas adjacent to Industrial uses, a minimum six (6) foot solid wall shall be installed at the property line to provide a solid visual buffer between the subject property and the adjacent Industrial use. Fencing shall not be permitted in lieu of a wall.
- C. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.
- D. A six-foot privacy fence, consisting of PVC or other such synthetic material, shall be installed along the western, southern and eastern boundary of the property, not adjacent to Industrial uses or properties, in all areas not buffered by the wall required in Section 6.A. above.
- E. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below.

Figure A

Canopy Trees (per 100 l.f.)	2 per 100 linear ft
Tree CAL/Height	2" cal, 12' overall height
Optional Ornamental Trees (per 100 l.f.)	3 per 100 linear ft
Tree CAL/Height	2" cal, 7' overall height
Shrub Screen (per 100 l.f.)	
Square Ft. of Shrubs	(33) 3 gal plants, 18"—24" minimum at installation (depending on species); hedges to be 36"—42" high by thirty-six (36) inches wide hedge or continuous landscape screen with a ninety (90) percent opacity within one (1) year of planting
Container size	3 gal

Figure B



- F. Variations to the landscape and buffering requirements of the code may be approved by the Community Development Director or designee, as long as the intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.
- G. The surveying of trees on the property shall be conducted as follows:
 - 1) All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
 - 2) Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
 - 3) The tree survey shall be completed by a licensed surveyor.
- H. Each platted single-family residential lot of record shall contain a minimum of one canopy tree, located within in the front yard, and selected from the list of trees within the City of Leesburg Code of Ordinances, *Section 25-328 Table 1, Canopy Trees*. All other requirements for tree planting based on lot size shall remain in effect.

8. SITE ACCESS AND SIGNAGE

- A. The main vehicular access to the project site shall be split between at least one entrance on County Road 48 and one on Haywood Worm Farm Road. Access locations depicted on the Master Development Plan are conceptual and subject to Lake County approval. Actual location and design of the roads shall be determined at the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject site plan application review process.

- 1) Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be approved by Lake County Public Works.
 - 2) Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
 - 3) The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.
- B. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.
- C. Each required access point shall provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height, on each side of the entryway. This may be used for signage per City of Leesburg Code of Ordinances, as amended.
- D. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Community Development Director or designee, where the architectural style would be in keeping with the intent of these sign regulations.

9. TRANSPORTATION IMPROVEMENTS

- A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of sidewalks, recreation paths etc.
- B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, including any off-site improvements required by Lake County, the Lake-Sumter MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee.
- C. The Permittee shall provide necessary traffic improvements within and adjacent to the development as required by Lake County, the Lake-Sumter MPO and City of Leesburg.

- D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.
- E. The Permittee shall be responsible for obtaining all necessary Lake County permits and a copy of all permits shall be provided to the City of Leesburg.
- F. The City of Leesburg will not be responsible for the maintenance or repair of any of the roads or transportation improvements. The Permittee shall establish an appropriate legal entity that will be responsible to pay the cost and perform the services to maintain the roads and transportation improvements. Should the Permittee desire to dedicate the proposed project's internal road system to the City of Leesburg; the City, at its discretion, may accept or not accept the road system. Prior to acceptance, the Permittee shall demonstrate to the City that the road system is in suitable condition and meets City of Leesburg requirements. As a condition of accepting the roadway system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project, and may require bonds or other financial assurance of maintenance for some period of time.
- G. Sidewalks shall be provided on both sides of the entrance roads and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain one sidewalk. All sidewalks shall be constructed in accordance with City of Leesburg Codes.
- 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.

10. UTILITIES

Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
- B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new home projects in the city, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.
- C. Developer shall be responsible for the installation of a natural gas water heater and natural gas furnace in eighty percent (80%) of all homes in the development.
- D. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

11. 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.

12. 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.

13. 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.

14. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall consist of not less than 200 square feet of space per dwelling unit or 17,000 square feet (0.4 acres).
- B. Recreational requirements shall include at least one primary active recreation area. Recreation areas may include such uses as a children's playground with equipment, dog park area or gazebo, swimming pool, clubhouse or other amenities as reviewed and approved by staff. The primary recreational facility shall be constructed in conjunction with and completed no later than the completion of 50% of the approved number of residential units.
- C. Credit for recreational space shall be given for areas dedicated to recreational space, to include items such as a clubhouse with recreation room, swimming pool, outdoor cooking facilities such as grills, youth playgrounds, play courts, dog parks or other similar uses which will meet the intent of this document. Other similar uses which will meet the intent of this document may be supplied by the developer.

- D. Active recreational activity space shall be calculated at a rate of 1.25 times for activities such as, but not limited to:
- 1) Trails, playgrounds, basketball, tennis, handball courts, etc.
 - 2) Community swimming pool, including the deck area surrounding such pools.
 - 3) Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreational purposes.
 - 4) Other active recreational activities may be used for credit, subject to approval by the City of Leesburg.

15. 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.

16. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. As part of the overall development process, if the project is constructed in phases, then plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

17. 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.

18. 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. 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. 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
 1. There are no previous commitments of any existing or planned excess capacity for this property.
- 3) Ability to Provide Services
 1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
 2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

EXHIBIT B

LEGAL DESCRIPTION

LEGAL DESCRIPTION: (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.

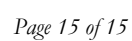
Also, LESS that part of Haywood Worm Farm Road over the East lot lines of said Lot 13, 14, 15 and 16 thereof.

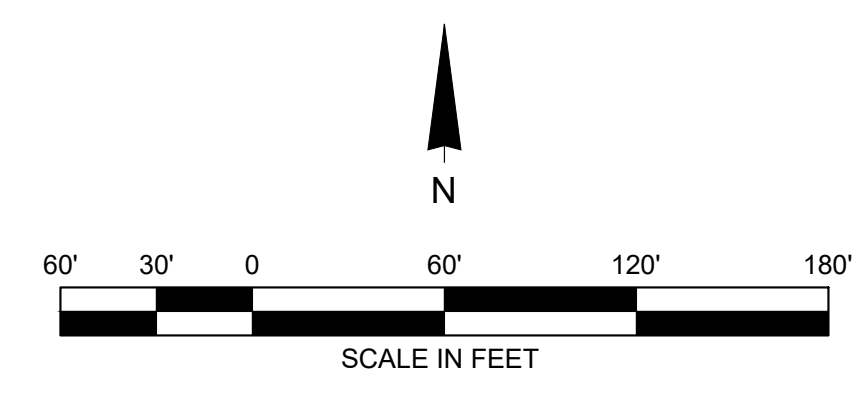
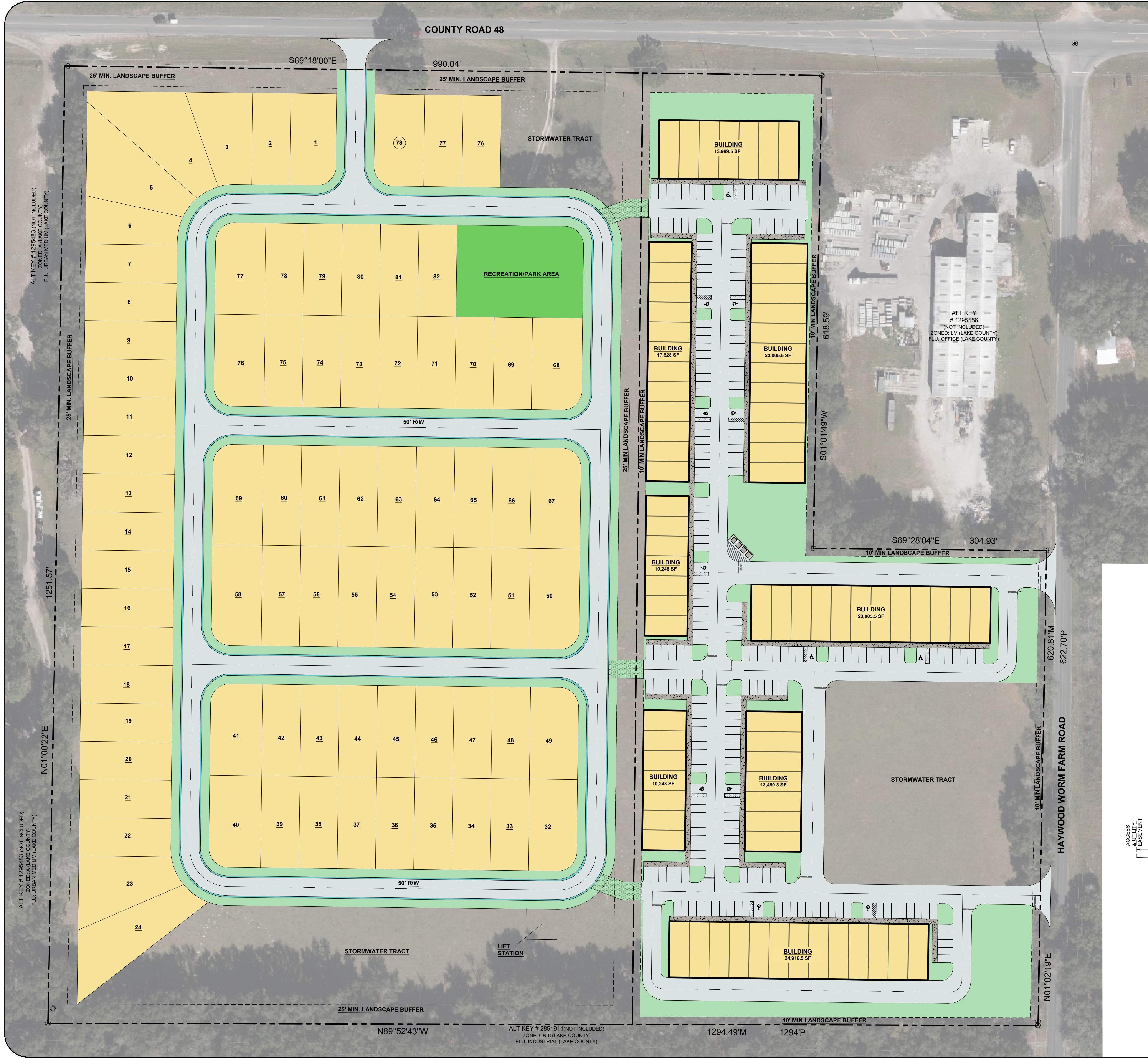
AND

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.

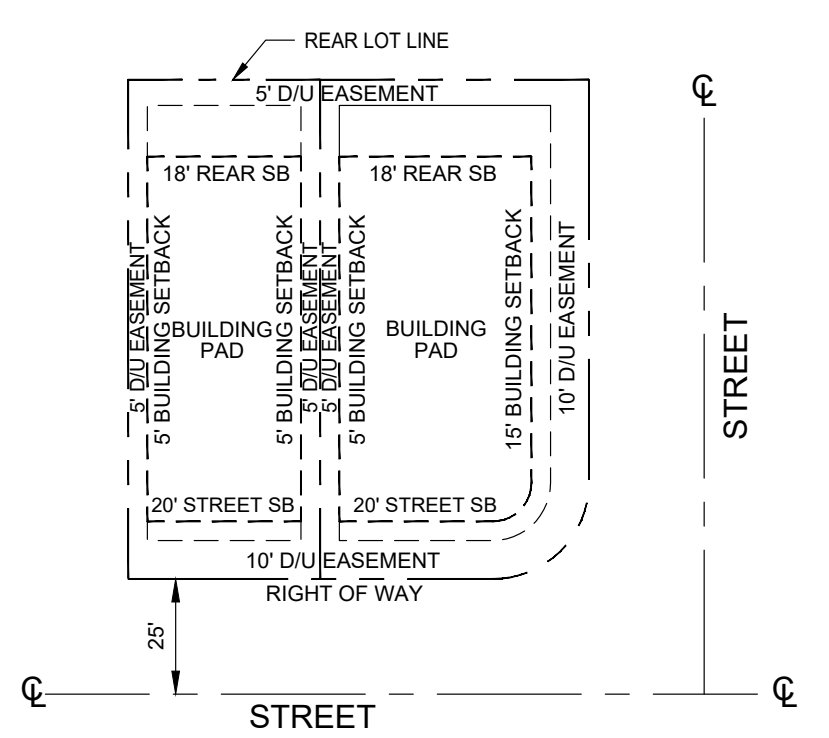
CONCEPTUAL SITE PLAN



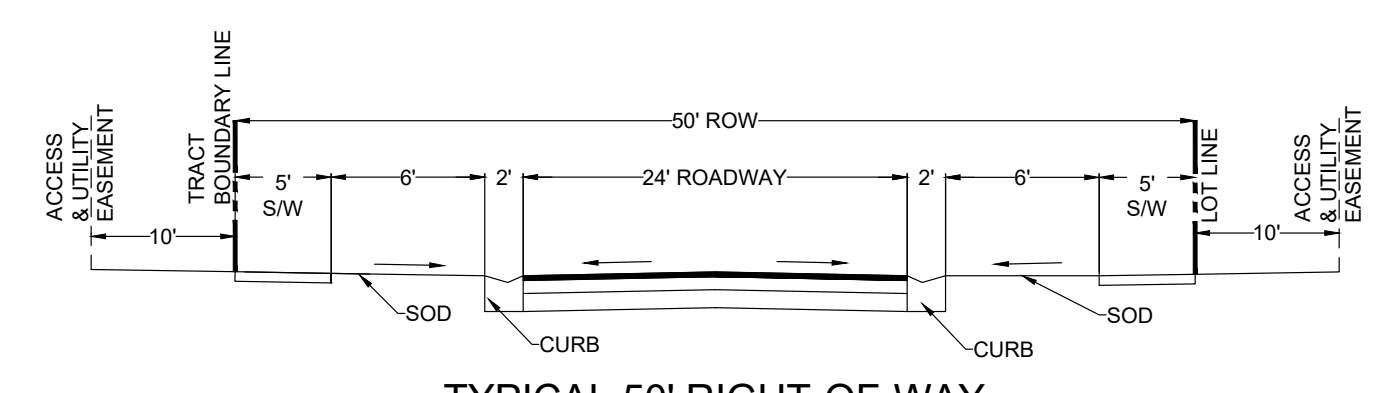


- SUBDIVISION SITE DATA**
- SITE AREA** = ± 33.45 AC
 - SITE LOCATION**
COUNTY ROAD 48
LEESBURG, FLORIDA 34748
SECTION 15, TOWNSHIP 20 SOUTH, RANGE 24 EAST
TAX PARCELS #1295815, #1111005, #3319796
EXISTING ZONING: A (LAKE COUNTY)
 - SITE REQUIREMENTS**
MAXIMUM LOTS: 130 SINGLE FAMILY UNITS
BLDG HEIGHT: 35' MAX
SETBACKS: SEE DETAIL THIS SHEET
ISR: 65% MAX PER LOT
MIN. LOT SIZE: 50' X 120' / 6,000 SF
(MIN. RECREATION AREA: 200 SF PER LOT)
RECREATION AREA REQUIRED: 17,000 SF (0.41 AC)
RECREATION AREA PROVIDED: 19,749 SF (0.45 AC)
 - SUBDIVISION DATA**
NUMBER OF LOTS: 85
CLASSIFICATION: SINGLE FAMILY RESIDENTIAL
DENSITY: 3.98 DU/ACRE
TYPICAL LOT SIZE: 50' X 120' (6,000 SF)
SCHOOL AGE POPULATION: .65 X 85 = 55 CHILDREN
WETLANDS: NONE ON-SITE
FLOOD ZONE ELEVATION: N/A
R/W WIDTH: 50'

- BUILDING SITE DATA**
- SITE AREA** = ± 10.91 AC
 - BUILDING DATA**
USE TYPE: OFFICE / WAREHOUSE
BUILDING COUNT: 8
BUILDING HEIGHT: 1-STORY
BUILDING AREA TOTAL: 136,401 SF



TYPICAL LOT LAYOUT
NTS



TYPICAL 50' RIGHT-OF-WAY
NTS

PRELIMINARY
NOT FOR CONSTRUCTION
NOT FOR PERMITTING
12-01-2021
CHRISTOPHER M. GERMANA, P.E.
FLORIDA PROFESSIONAL ENGINEER # 61682
FIRM CERTIFICATE OF AUTHORIZATION # 29279

CONCEPT PLAN D	REVISIONS	DATE
SUNDANCE MIXED USE	PROJECT # GE032020	
	LEESBURG, FLORIDA	
	GERMANA ENGINEERING AND ASSOCIATES, LLC 1120 WEST MINNEOLA AVENUE CLERMONT, FL 34711 (352) 242-9329 WWW.GERMANAENGINEERING.COM CERTIFICATE OF AUTHORIZATION # 29279 COPYRIGHT © 2020	
CONCEPT	SCALE: 1" = 60'	
	DATE: 12-01-2021	
	SHEET	



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

OWNER: 33 AC SR 48, LLC
PROJECT: Sundance Subdivision
REQUEST: PUD (Planned Unit Development) zoning
CASE NO.: PUD-21-462
MEETING DATE: January 20, 2022

THE PLANNING & ZONING DIVISION RECOMMENDS:

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

1. The proposed request to rezone the subject property from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development), as conditioned, is compatible with adjacent property in Lake County zoned in industrial and residential districts, including MP (Planned Industrial), HM (Heavy Industrial), R-6 (Urban Residential), and R-1 (Rural Residential).
2. The proposed request, as conditioned, is compatible with surrounding Future Land Use designations of Regional Office, Industrial and Urban Medium Density, as well as with the proposed City of Leesburg Future Land Use designation of Estate.
3. The proposed request is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve the recommendation to rezone the subject property from Lake County A (Agriculture) to PUD (Planned Unit Development) with the SUNDANCE SUBDIVISION PUD (PLANNED UNIT DEVELOPMENT CONDITIONS), attached as Exhibits A-C hereto, dated January 20, 2021 and forward to the City Commission for consideration.

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

DATE: January 20, 2022
OWNER: 33 AC SR 48, LLC
PETITIONER: Germana Engineering and Associates, LLC
PROJECT: Sundance Mixed Use
REQUEST: Future Land Use of Estate Residential; Zoning of PUD (Planned Unit Development)
CASE NO.: ANNX-21-460; SSCP-21-461; PUD-21-462

GENERAL LOCATION: The property is generally located south of County Road 48, east 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
West —	Lake County Urban Medium
East —	Lake County Urban Medium

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County (A) Agriculture

SURROUNDING ZONING DESIGNATIONS:

North —	Lake County MP (Planned Industrial District)
South —	Lake County R-6 (Urban Residential); Lake County HM (Heavy Industrial District)
West —	Lake County A (Agriculture); Lake County R-6 (Urban Residential)
East —	Lake County LM (Light Industrial); Lake County R-1 (Rural Residential)

PROPOSED ZONING DESIGNATION: City of Leesburg PUD (Planned Unit Development)

EXISTING LAND USE: Agricultural/single family dwelling unit

SURROUNDING LAND USE:

North —	Light Manufacturing
South —	Office; Vacant Industrial; Service Shop
West —	Residential
East —	Residential; Light Manufacturing; Vacant Commercial

PROPOSED LAND USE: Mixed Use: Mini-Warehouse and residential subdivision

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

DATE: January 4, 2022
OWNER: 33 AC SR 48, LLC
PETITIONER: Germana Engineering and Associates, LLC
PROJECT: Sundance Mixed Use
REQUEST: Future Land Use of High Density, Zoning of PUD (Planned Unit Development)
CASE NO.: SSCP 21-461; PUD-21-462

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 1/14/22

FIRE

No comments from Fire Department. Amanda Stevenson 1/11/22

ELECTRIC

This one is outside of Leesburg Electric service territory. Steve Davis 1/5/22

GAS

No issues here. Robert Thilmony 1/6/22

Natural Gas is available. Brandon Smith 1/11/22

GIS

GIS has no comments. Tammy Magamoll 1/13/22

BUILDING

No comments received as of 1/14/22

PUBLIC WORKS

Public Works has no issues with this. The PUD will need a lift station to connect to the Forced Main and we will not take ownership of their internal roadways. Clifford Kelsey 1/6/22

ADDRESSING

No comments received as of 1/14/22

ECONOMIC DEVELOPMENT

No comments received as of 1/14/22

LAKE COUNTY PUBLIC WORKS

Lake County Public Works comment letter is attached. Also, the concept plan has changed to divide the

property and uses with a direct connection to CR 48 which was commented on in previous application from last year to not be allowed. If you have any questions, please let me know. Thanks, Seth Lynch 1/14/22

LAKE COUNTY SCHOOLS

The residential portion of the proposed Sundance mixed use project is subject to school concurrency review. Proportionate share mitigation may be required at time of submittal. Let me know if you have any questions. Thanks, Helen LaValley 1/14/22

PUBLIC RESPONSES

Approval

1 approval

Disapproval

none

No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)



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

January 13, 2022

Dan Miller,
Planning & Zoning Manager
City of Leesburg
Planning and Zoning Department
204 North 5th Street
Leesburg, Florida 34749
(sent via email)

RE: PROJECT: Sundance Subdivision / Planned Unit Development
CASE NO.: PUD-21-462

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 will need to be from Haywood Worm Farm Rd. and not directly from CR 48. There are currently turn lanes at the intersection of CR 48 and Haywood Worm Farm Rd.
- The development is proposed to be mixed use with residential and office/warehouse. The access for the residential portion of the site could utilize the south access proposed access off Haywood Worm Farm Rd.
- 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 may be required for the Central Lake Trail.
- Additional right-of-way may be required for the future CR 470/48 four lane plan.
- Grading, Drainage, and Utility easements will need to be provided along CR 48.

P 352.253.6000 • F 352.253.9025
Board of County Commissioners • www.lakecountyfl.gov

Douglas B. Shields
District 1

Sean M. Parks, AICP, QEP
District 2

Kirby Smith
District 3

Leslie Campione
District 4

Josh Blake
District 5

Haywood Worm Farm Rd:

- Two access connections for the proposed development may be allowed off Haywood Worm Farm Rd to accommodate the separation of the uses of the site with one for the office/warehouse and the other for residential.
- Additional right-of-way maybe required along development's frontage.
- Sidewalk will need to be provided along road frontage.

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.

Please be advised that this letter pertains to transportation, access management, stormwater, and floodplain related impacts foreseen from the proposed PUD application as reviewed by Lake County Department of Public Works. This letter does not include any land use, zoning, or any other elements that which be addressed by other departments, such as Lake County Department of Economic Growth - Office of Planning and Zoning.

Please let me know if you have any questions on the comments and recommendations I have provided in this letter.

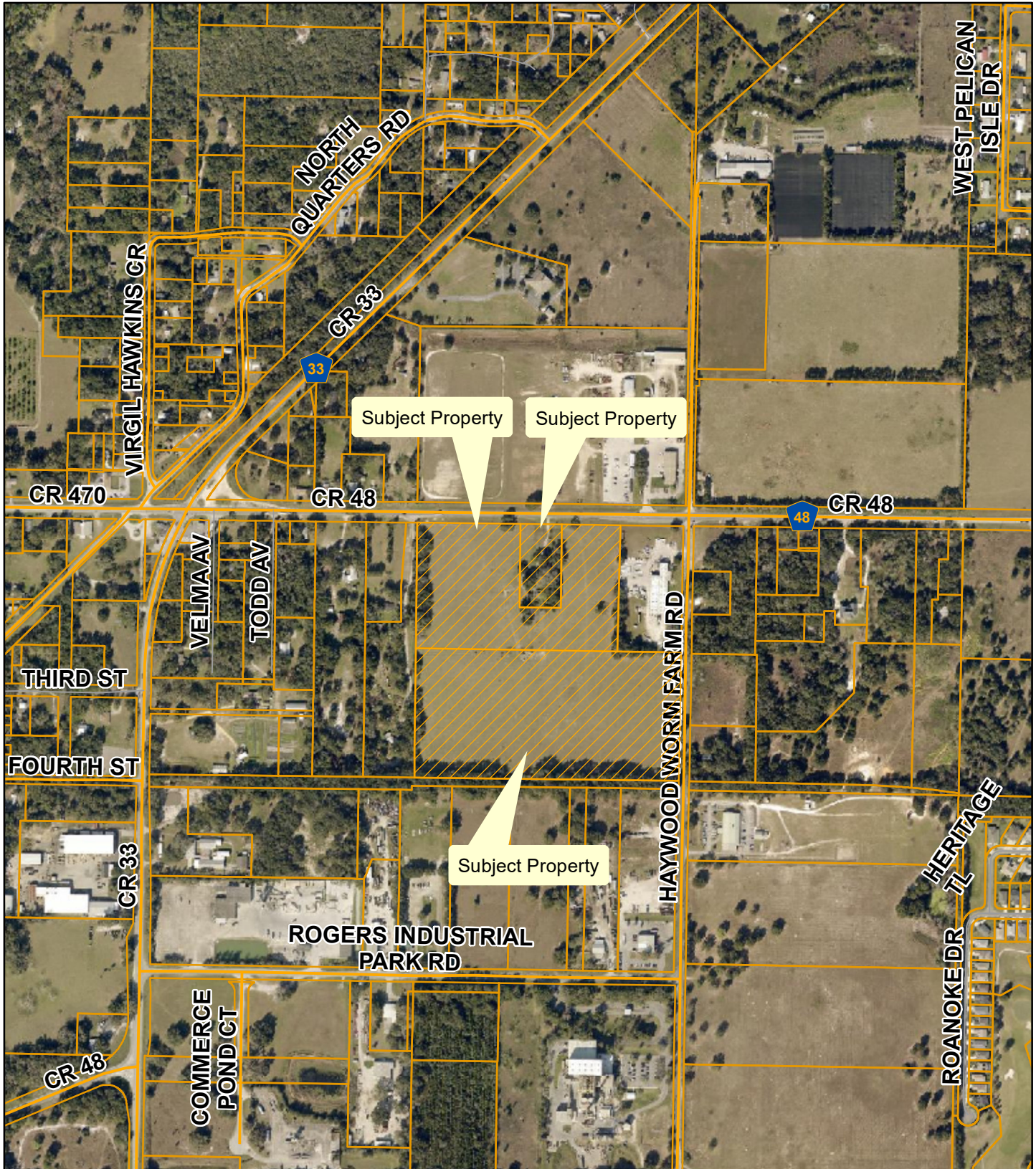
Sincerely,

Seth Lynch

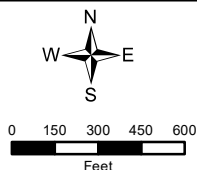
Seth Lynch
Development Engineer/Project Manager
Lake County Department of Public Works
Engineering Division
slynch@lakecountyfl.gov

Cc: Jeff Earhart, Engineering Manager for Lake County
Tim McClendon, Planning Director for Lake County
Michele Janiszewski, Chief Planner for Lake County
Kandi Harper, Senior Planner for City of Leesburg

Aerial

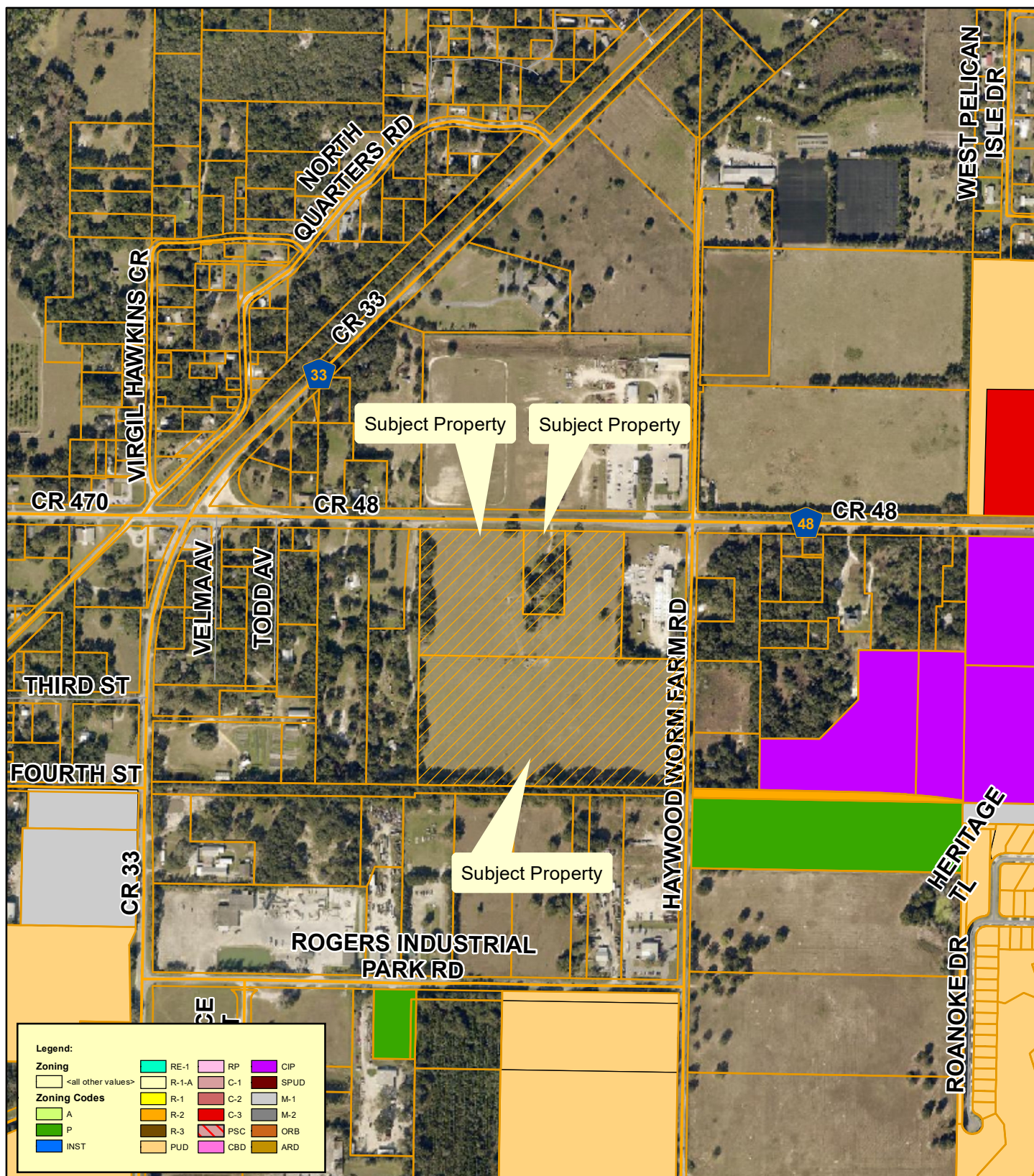


**Planning
& Zoning
Division**

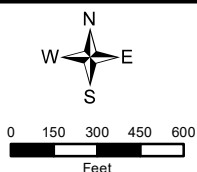


Sundance Mixed Use
3822 County Road 48, Okahumpka
Alternate Key #'s: 1111005; 1295815; 3319796
Sections 14, 15; Township 20 South; Range 24 East
December 29, 2021

Zoning

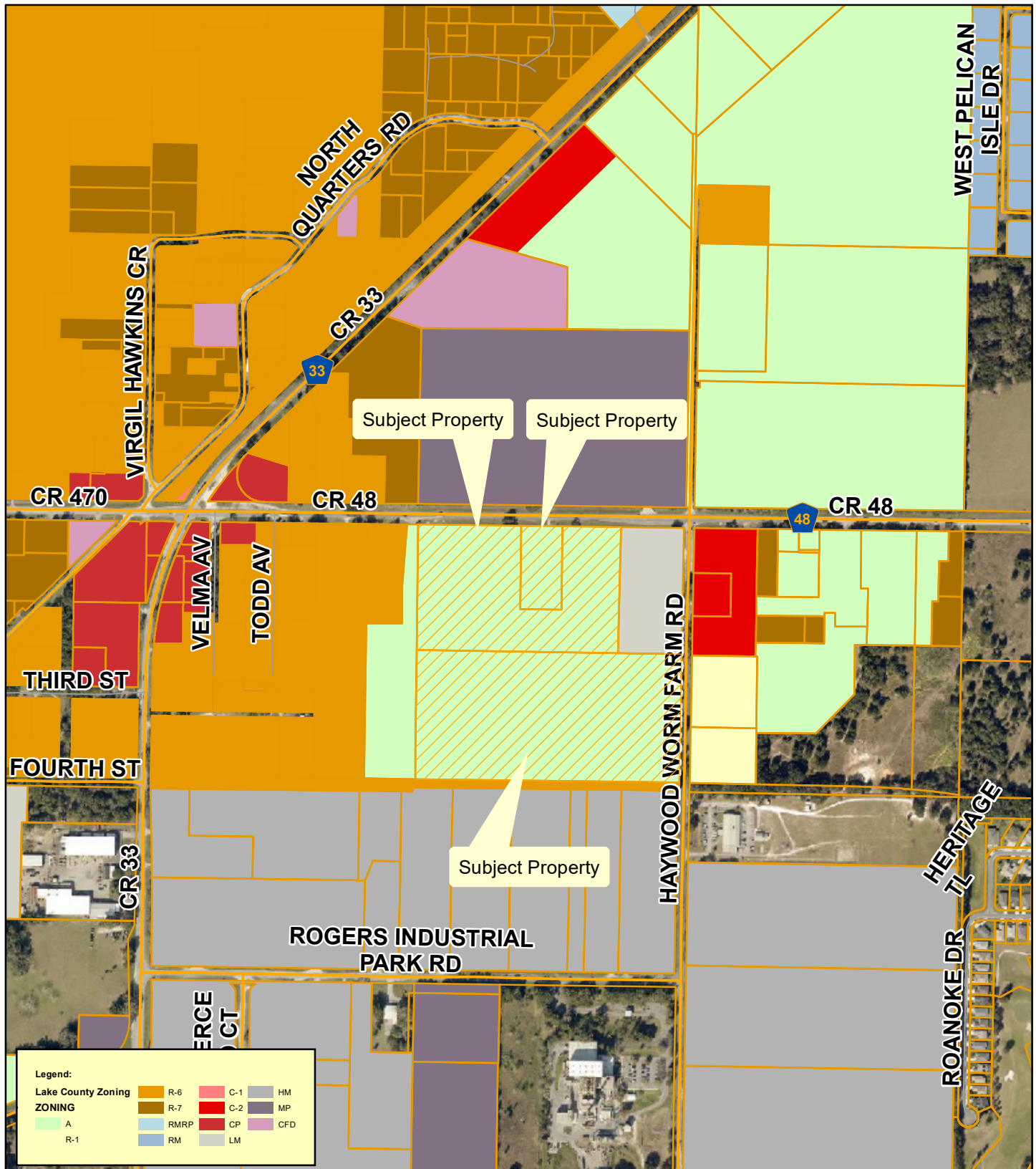


Planning & Zoning Division

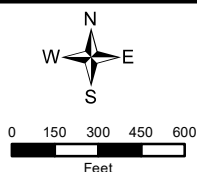


Sundance Mixed Use
3822 County Road 48, Okahumpka
Alternate Key #'s: 1111005; 1295815; 3319796
Sections 14, 15; Township 20 South; Range 24 East
December 29, 2021

Lake County Zoning

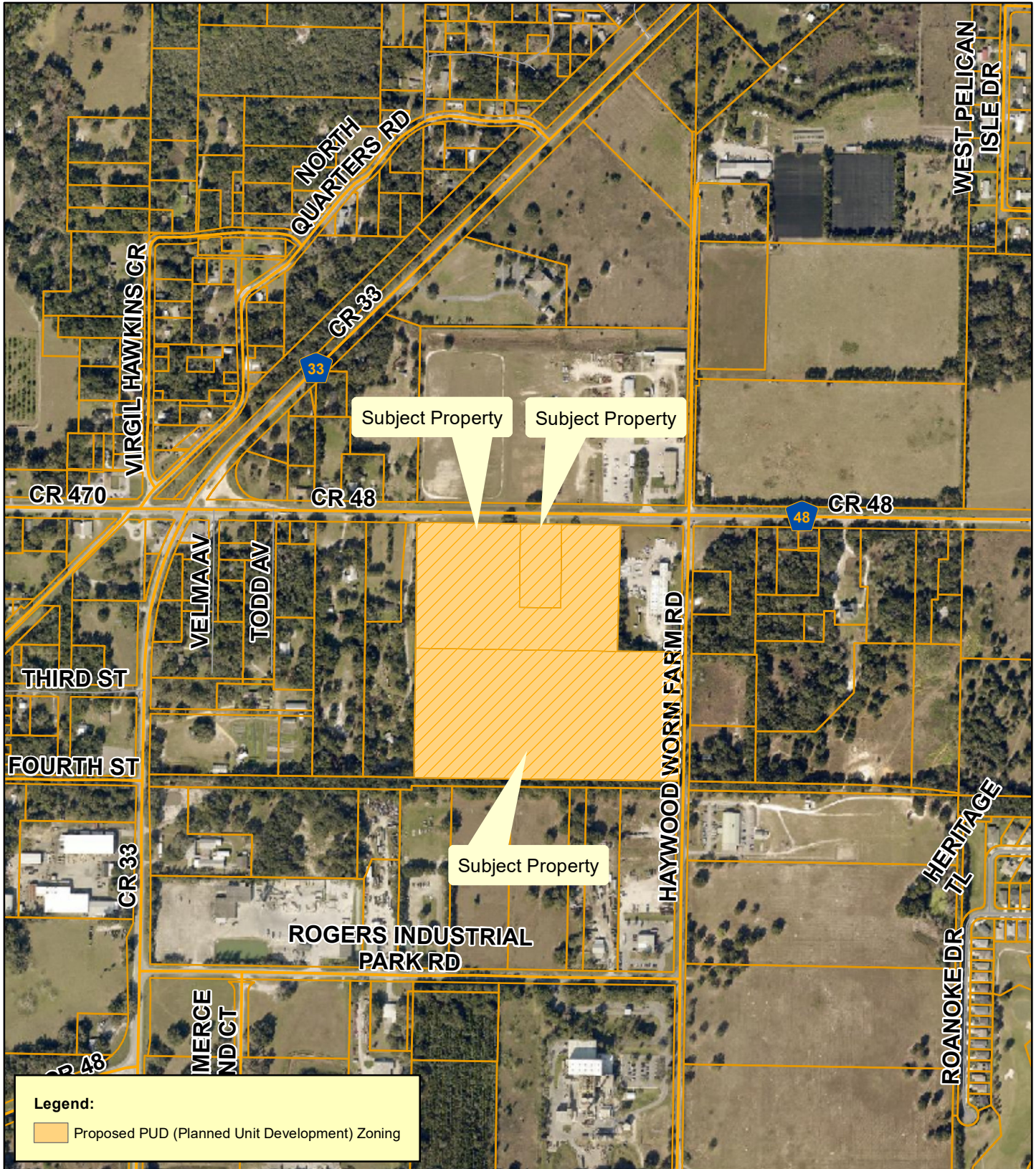


**Planning
& Zoning
Division**

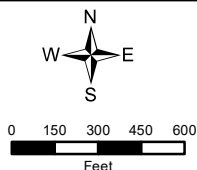


Sundance Mixed Use
3822 County Road 48, Okahumpka
Alternate Key #'s: 1111005; 1295815; 3319796
Sections 14, 15; Township 20 South; Range 24 East
December 29, 2021

PROPOSED Zoning



**Planning
& Zoning
Division**

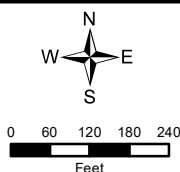


Sundance Mixed Use
3822 County Road 48, Okahumpka
Alternate Key #'s: 1111005; 1295815; 3319796
Sections 14, 15; Township 20 South; Range 24 East
December 29, 2021

Surrounding Land Uses

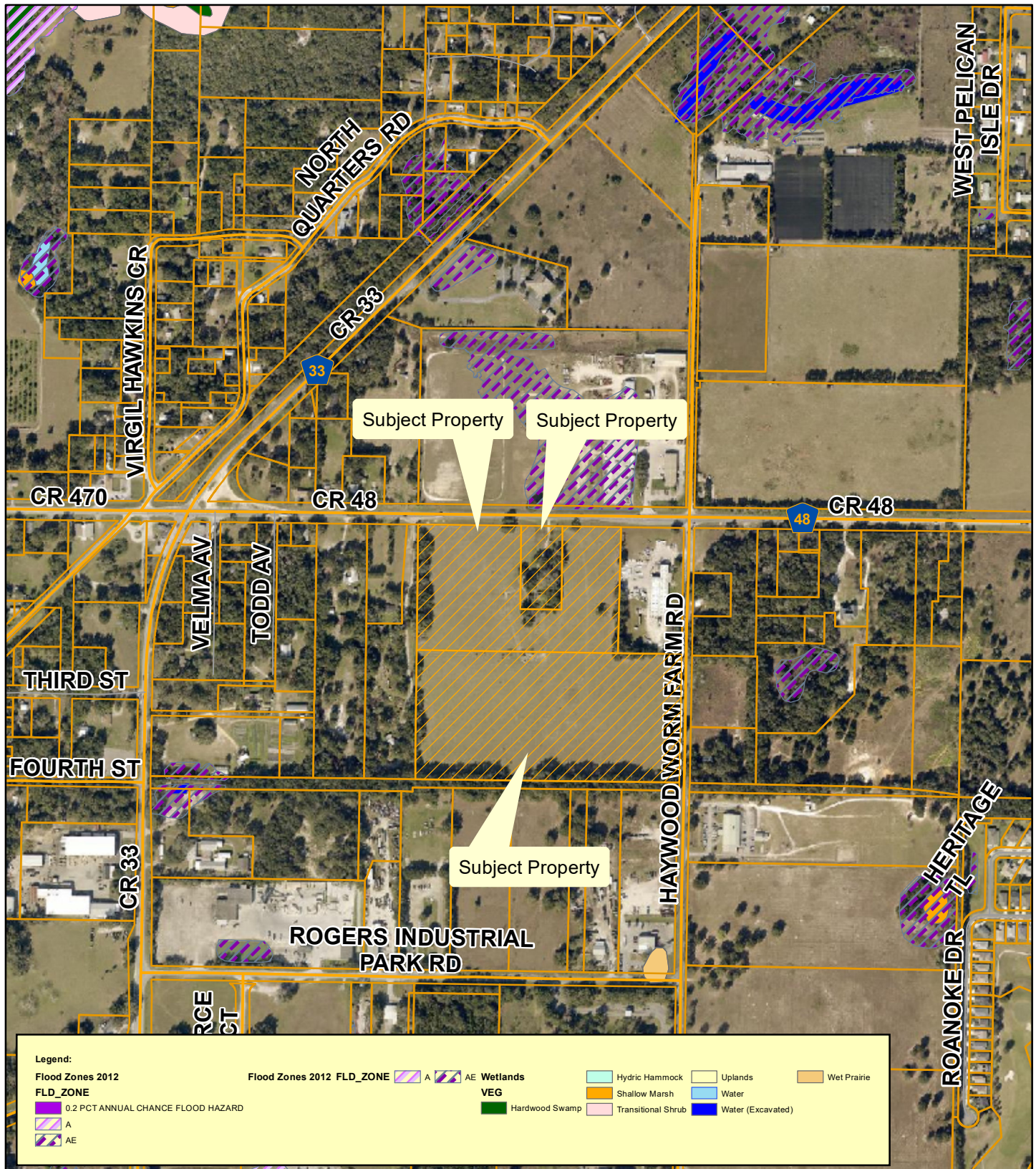


**Planning
& Zoning
Division**

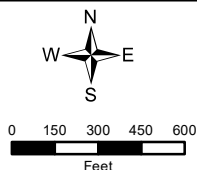


Sundance Mixed Use
3822 County Road 48, Okahumpka
Alternate Key #'s: 1111005; 1295815; 3319796
Sections 14, 15; Township 20 South; Range 24 East
December 29, 2021

Wetlands and Flood Zones



**Planning
& Zoning
Division**



Sundance Mixed Use
3822 County Road 48, Okahumpka
Alternate Key #'s: 1111005; 1295815; 3319796
Sections 14, 15; Township 20 South; Range 24 East
December 29, 2021

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: June 27, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida annexing certain real property consisting of approximately 99.72 +/- acres, and being generally located east of U.S. Highway 27 and north of Windmill Road, lying in Section 36, Township 20 South, Range 24 East, and Section 30, Township 20 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date (Mar-Jo Pines).

Staff Recommendation:

The Planning and Zoning staff and the Planning Commission recommend approval of the proposed ordinance for annexation of the Mar Jo Pines Windmill Subdivision.

Analysis:

The applicant has submitted a request for annexation of approximately 99.72 acres of land generally located east of U.S. Highway 27 and north of Windmill Road, as shown on the attached General Location Map. At this time, the property is non-agricultural acreage and timber. The current zoning is Lake County A (Agriculture); the proposed zoning is City PUD (Planned Unit Development). The reason for this request is to attain water and sewer service. The proposal of the property is for a single-family residential subdivision.

The property is surrounded by City PUD (Planned Unit Development). Under the conditions of the PUD (Planned Unit Development) zoning case which is also on this agenda, no negative impacts are anticipated 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 May 19, 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.

Submission Date and Time:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 99.72 +/- ACRES, AND BEING GENERALLY LOCATED EAST OF U.S. HIGHWAY 27 AND NORTH OF WINDMILL ROAD, LYING IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 3; AND PROVIDING AN EFFECTIVE DATE (MAR-JO PINES).

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 Aaron Struckmeyer, P.E. for Pulte Home Company, LLC, (Greg Beliveau, LPG Urban & Regional Planners, Inc, 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 the any of the provisions of this ordinance are hereby repealed;

Section 4.

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

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

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

EXHIBIT A

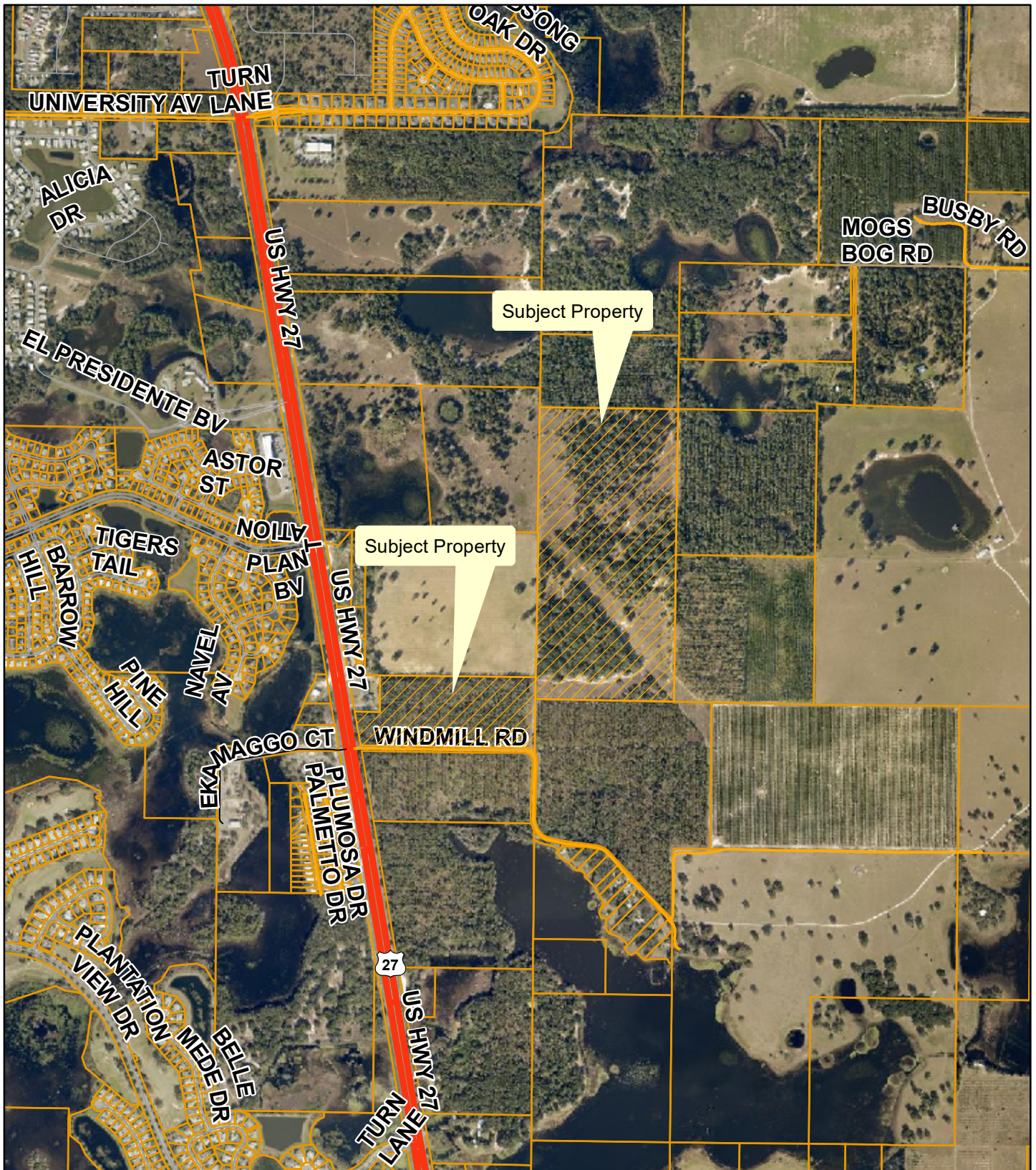
LEGAL DESCRIPTION

THAT PART OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND THE WEST 1/2 OF GOVERNMENT LOTS 3 AND 4, SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LOCATED IN LAKE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

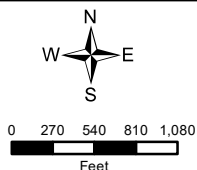
COMMENCE AT A 4"x4" CONCRETE MONUMENT AS REFERENCED IN CERTIFIED CORNER RECORD #73133 LOCATED AT THE NORTH 1/4 CORNER OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN N.89°05'32"W., ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 4, A DISTANCE OF 1256.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.89°05'32"W., ALONG SAID SOUTH LINE, A DISTANCE OF 1256.92 FEET TO A 4" ROUND CONCRETE MONUMENT LOCATED AT THE NW CORNER OF SAID SECTION 31 AS REFERENCED IN OFFICIAL RECORDS BOOK 2083, PAGE 1566, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN N.89°05'25"W., A DISTANCE OF 15.58 FEET TO THE MONUMENTED EAST LINE OF THE NORTH 1/2 OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 36; THENCE RUN S.00°21'18"W., ALONG SAID EAST LINE, A DISTANCE OF 457.52 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AS BASED ON THE MONUMENTED & OCCUPIED NORTH LINE OF SAID SECTION 36; THENCE RUN N.89°17'51"W., ALONG THE SOUTH LINE OF SAID NORTH 1/2, A DISTANCE OF 1585.95 FEET TO THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27(STATE ROAD 25); THENCE RUN N.09°40'57"W., ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 333.57 FEET TO THE SOUTH LINE OF THE NORTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 BASED ON CERTIFIED CORNER RECORD #34403; THENCE S.89°11'00"E., ALONG THE SOUTH LINE OF SAID NORTH 1/4, A DISTANCE OF 226.42 FEET; THENCE RUN N.00°35'47"E., A DISTANCE OF 330.66 FEET TO THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 BASED ON CERTIFIED CORNER RECORD #34403; THENCE RUN S.89°11'16"E., ALONG SAID NORTH LINE, A DISTANCE OF 1433.03 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 4 WHICH IS LOCATED 1.32 FEET EASTERLY OF A RECOVERED ROUND CONCRETE MONUMENT BEING CERTIFIED CORNER RECORD #34403; THENCE RUN N.00°41'13"E., ALONG THE WEST LINE OF SAID GOVERNMENT LOTS 3 AND 4, A DISTANCE OF 2464.85 FEET TO THE NORTH LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOT 3; THENCE RUN S.89°02'19"E., ALONG THE NORTH LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOT 3, A DISTANCE OF 1255.58 FEET TO THE EAST LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOTS 3 AND 4; THENCE RUN S.00°39'30"W., ALONG THE EAST LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOTS 3 AND 4, A DISTANCE OF 2661.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,343,615 SQUARE FEET OR 99.7156 ACRES MORE OR LESS

Aerial



**Planning
& Zoning
Division**

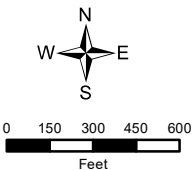


Mar Jo Pines Windmill
Windmill Road Subdivision
Alternate Key #s: 1035503; 1030153
Section 36, Township 20 South, Range 24 East and
Section 30, Township 20 South, Range 25 East
March 25, 2022

Surrounding Land Uses

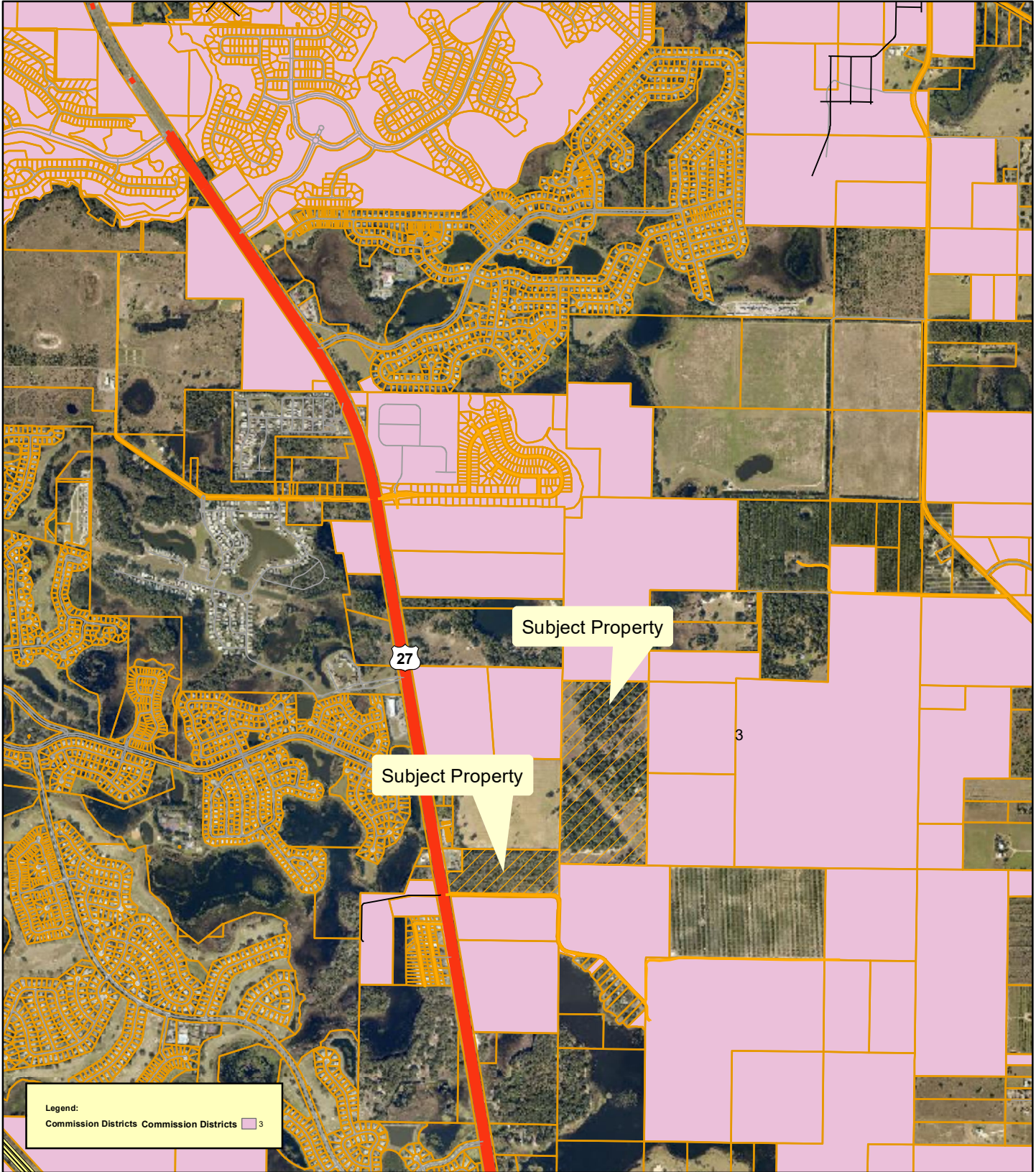


**Planning
& Zoning
Division**

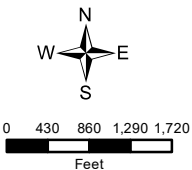


Mar Jo Pines Windmill Subdivision
Alternate Key #s: 1035503; 1030153
Section 36, Township 20 South, Range 24 East and
Section 30, Township 20 South, Range 25 East
May 3, 2022

Commission District

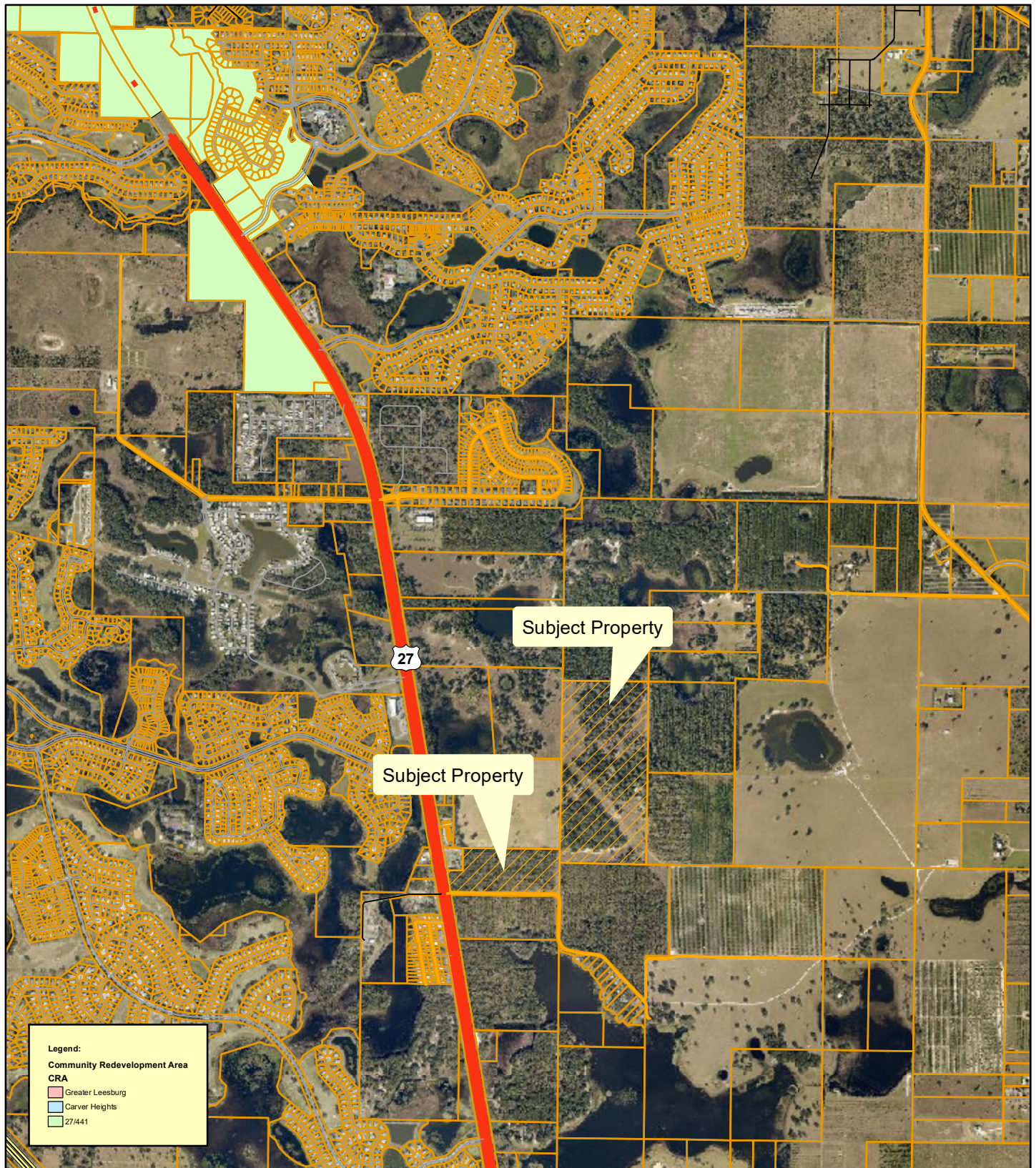


**Planning
& Zoning
Division**

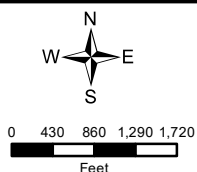


Mar Jo Pines Windmill Subdivision
Alternate Key #s: 1035503; 1030153
Section 36, Township 20 South, Range 24 East and
Section 30, Township 20 South, Range 25 East
May 3, 2022

Community Redevelopment Area



**Planning
& Zoning
Division**



Mar Jo Pines Windmill Subdivision
Alternate Key #s: 1035503; 1030153
Section 36, Township 20 South, Range 24 East and
Section 30, Township 20 South, Range 25 East
May 3, 2022

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

DATE: May 19, 2022

OWNER: Mar-Jo Pines, LLC, Chait Allan et al

PETITIONER: Greg Beliveau, LPG Urban and Regional Planners, Inc., o/b/o Pulte home Company, LLC, Aaron Struckmeyer, P.E., Director, Land Development

PROJECT: Mar-Jo Pines Windmill Subdivision

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

CASE NO.: LSCP 22-73; PUD-22-74

GENERAL LOCATION: The property is generally located east of US Highway 27 and north of Windmill Road.

FUTURE LAND USE DESIGNATION: Lake County Rural, Lake County Rural Transition

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Neighborhood Mixed Use

South – Estate Residential

East – Neighborhood Mixed Use; Estate Residential

West – Estate Residential; Institutional; Lake County Rural Transition

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:

North – PUD (Planned Unit Development)

South – PUD (Planned Unit Development)

East – PUD (Planned Unit Development)

West – PUD (Planned Unit Development); Lake County A (Agriculture)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Non-agricultural acreage; Timber

SURROUNDING LAND USE:

North – Residential; Agriculture

South – Agriculture

East – Agriculture

West – Agriculture; Institutional

PROPOSED LAND USE: Single Family Residential subdivision

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.2.

Meeting Date: June 27, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 99.72 +/- acres from Lake County Rural and Lake County Rural Transition to City of Leesburg Estate Residential, for a property generally located east of U.S. Highway 27 and north of Windmill Road, lying in Section 36, Township 20 South, Range 24 East, and Section 30, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Mar-Jo Pines)

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 99.72 +/- acres from Lake County Rural and Lake County Rural Transition to City of Leesburg Estate Residential.

Analysis:

The project site is approximately 99.72 acres. The property is generally located east of U.S. Highway 27 and north of Windmill Road. Currently, the property is non-agricultural acreage and timber. The proposed use is for a single-family residential subdivision. The surrounding Future Land Use Map designations of Neighborhood Mixed Use, Estate Residential, Institutional, and Lake County Rural Transition 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 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 May 19, 2022 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested large-scale comprehensive plan amendment from Lake County Rural and 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.

Future development of this site will create a substantial positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

Submission Date and Time:

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 99.72 +/- ACRES FROM LAKE COUNTY RURAL AND LAKE COUNTY RURAL TRANSITION TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED EAST OF U.S. HIGHWAY 27 AND NORTH OF WINDMILL ROAD, LYING IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (MAR-JO PINES)

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 99.72 acres of land generally located east of U.S. Highway 27 and north of Windmill Road from Lake County Rural and Lake County Rural Transition to City of Leesburg Estate Residential, as shown on the revised map of said area, lying in Section 36, Township 20 South, Range 24 East, and Section 30, Township 20 South, Range 25 East, Lake County Florida;

Section 2.

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

Section 3.

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

Section 4.

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

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

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

EXHIBIT A

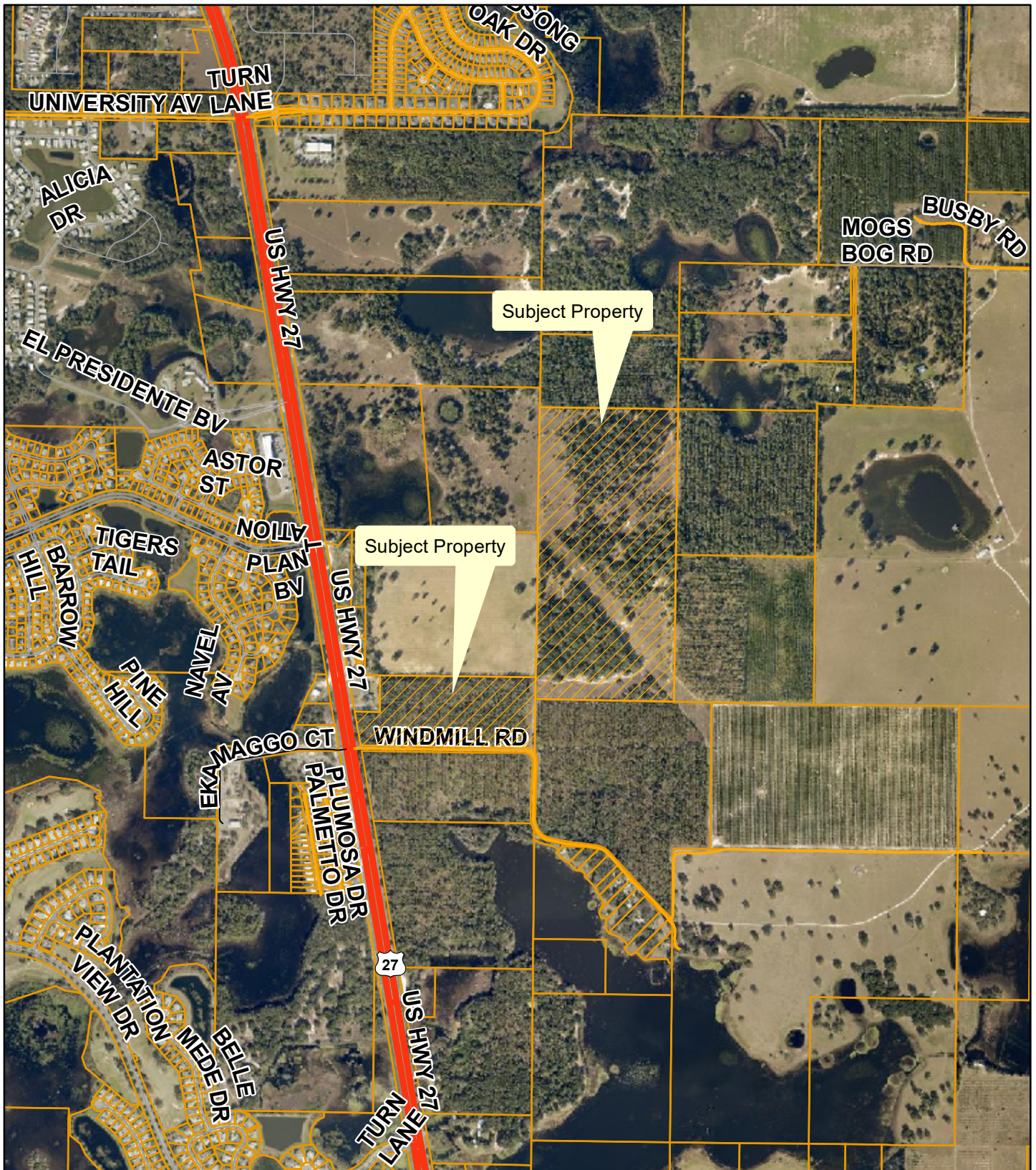
LEGAL DESCRIPTION

THAT PART OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND THE WEST 1/2 OF GOVERNMENT LOTS 3 AND 4, SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LOCATED IN LAKE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

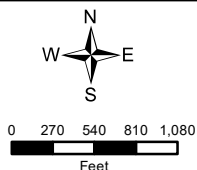
COMMENCE AT A 4"x4" CONCRETE MONUMENT AS REFERENCED IN CERTIFIED CORNER RECORD #73133 LOCATED AT THE NORTH 1/4 CORNER OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN N.89°05'32"W., ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 4, A DISTANCE OF 1256.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.89°05'32"W., ALONG SAID SOUTH LINE, A DISTANCE OF 1256.92 FEET TO A 4" ROUND CONCRETE MONUMENT LOCATED AT THE NW CORNER OF SAID SECTION 31 AS REFERENCED IN OFFICIAL RECORDS BOOK 2083, PAGE 1566, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN N.89°05'25"W., A DISTANCE OF 15.58 FEET TO THE MONUMENTED EAST LINE OF THE NORTH 1/2 OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 36; THENCE RUN S.00°21'18"W., ALONG SAID EAST LINE, A DISTANCE OF 457.52 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AS BASED ON THE MONUMENTED & OCCUPIED NORTH LINE OF SAID SECTION 36; THENCE RUN N.89°17'51"W., ALONG THE SOUTH LINE OF SAID NORTH 1/2, A DISTANCE OF 1585.95 FEET TO THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27(STATE ROAD 25); THENCE RUN N.09°40'57"W., ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 333.57 FEET TO THE SOUTH LINE OF THE NORTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 BASED ON CERTIFIED CORNER RECORD #34403; THENCE S.89°11'00"E., ALONG THE SOUTH LINE OF SAID NORTH 1/4, A DISTANCE OF 226.42 FEET; THENCE RUN N.00°35'47"E., A DISTANCE OF 330.66 FEET TO THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 BASED ON CERTIFIED CORNER RECORD #34403; THENCE RUN S.89°11'16"E., ALONG SAID NORTH LINE, A DISTANCE OF 1433.03 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 4 WHICH IS LOCATED 1.32 FEET EASTERLY OF A RECOVERED ROUND CONCRETE MONUMENT BEING CERTIFIED CORNER RECORD #34403; THENCE RUN N.00°41'13"E., ALONG THE WEST LINE OF SAID GOVERNMENT LOTS 3 AND 4, A DISTANCE OF 2464.85 FEET TO THE NORTH LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOT 3; THENCE RUN S.89°02'19"E., ALONG THE NORTH LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOT 3, A DISTANCE OF 1255.58 FEET TO THE EAST LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOTS 3 AND 4; THENCE RUN S.00°39'30"W., ALONG THE EAST LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOTS 3 AND 4, A DISTANCE OF 2661.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,343,615 SQUARE FEET OR 99.7156 ACRES MORE OR LESS

Aerial

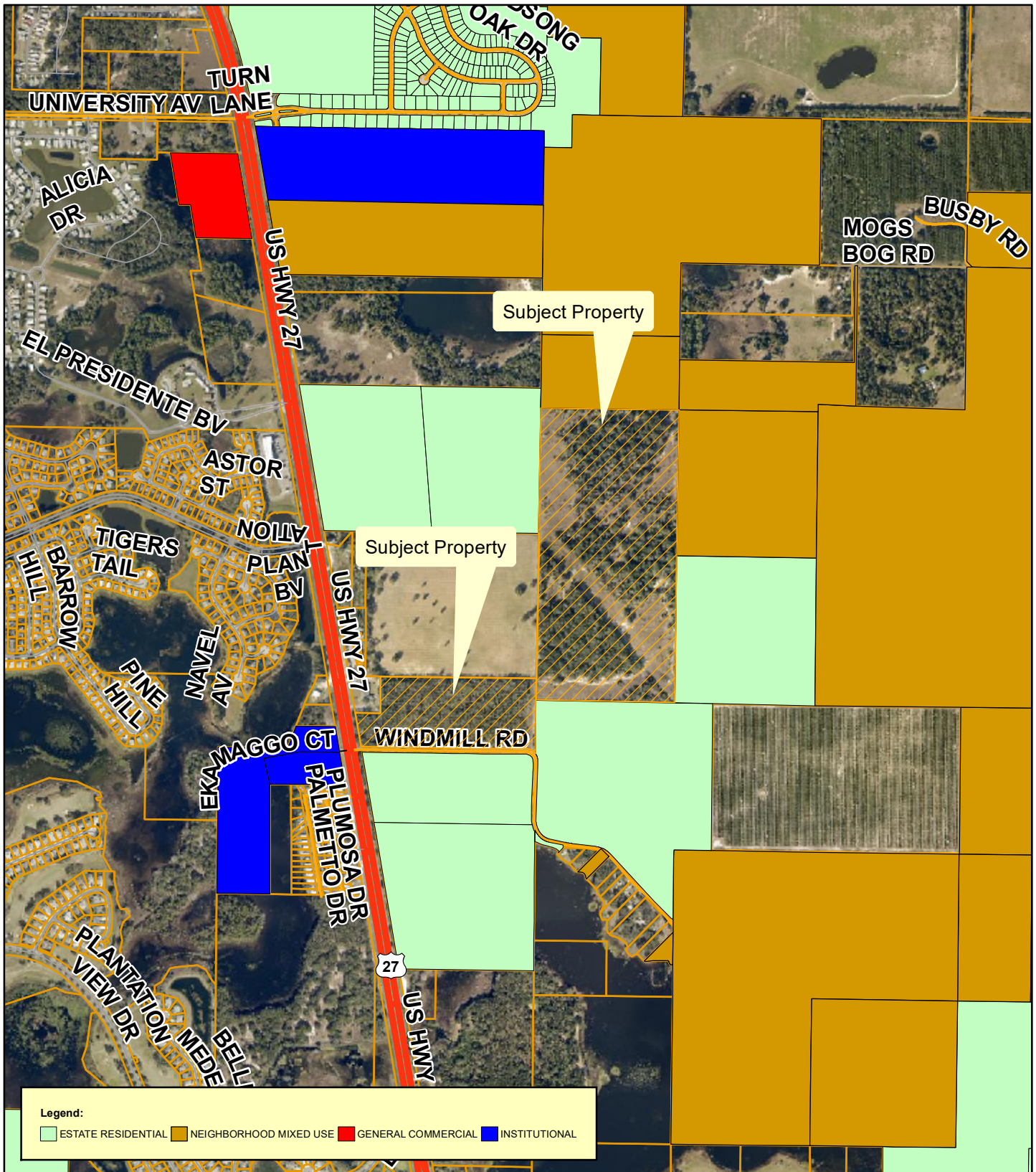


**Planning
& Zoning
Division**

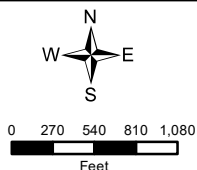


Mar Jo Pines Windmill
Windmill Road Subdivision
Alternate Key #s: 1035503; 1030153
Section 36, Township 20 South, Range 24 East and
Section 30, Township 20 South, Range 25 East
March 25, 2022

Future Land Use

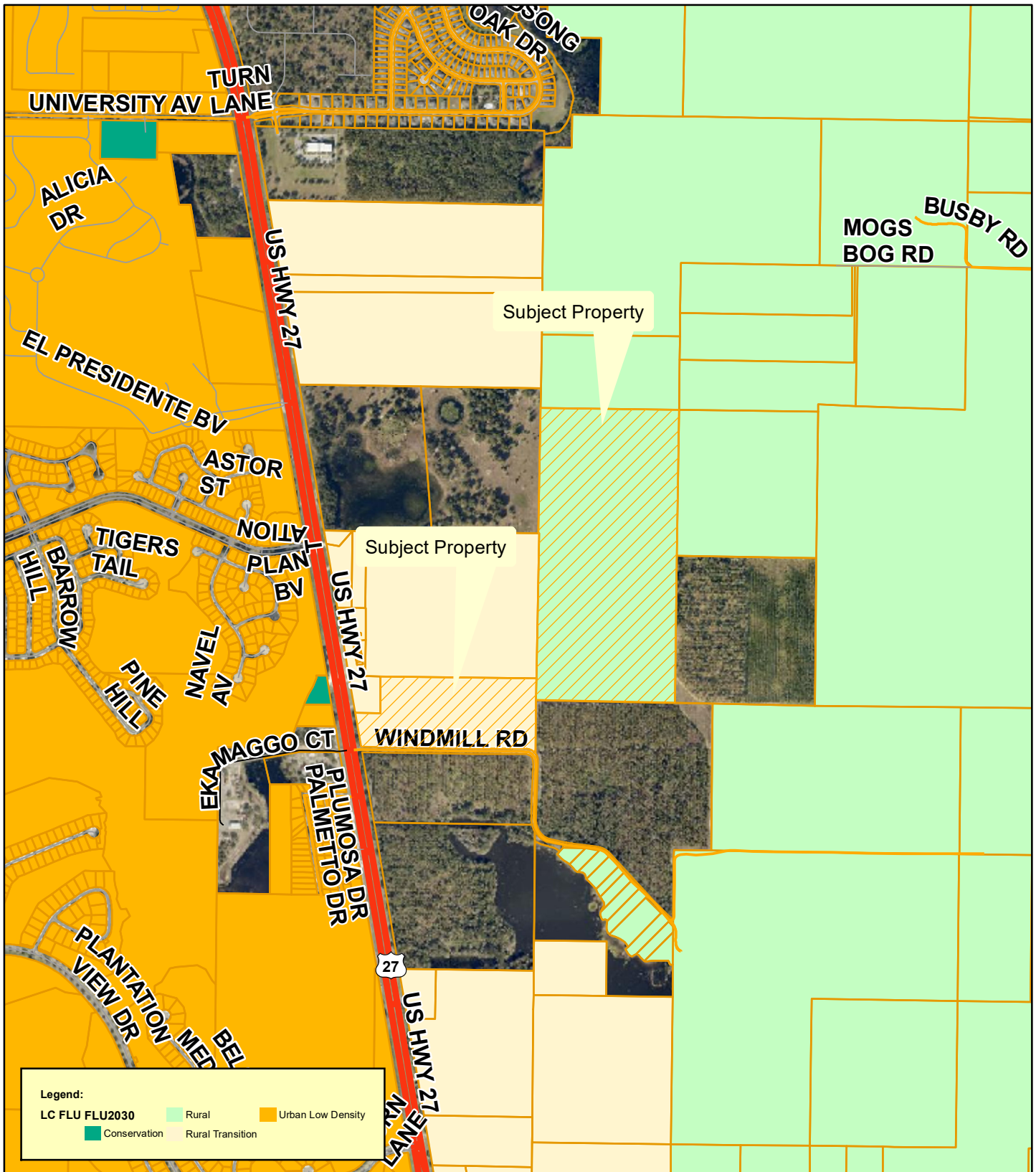


**Planning
& Zoning
Division**

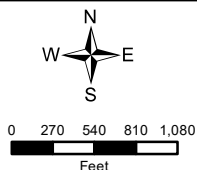


Mar Jo Pines Windmill Subdivision
 Alternate Key #s: 1035503; 1030153
 Section 36, Township 20 South, Range 24 East and
 Section 30, Township 20 South, Range 25 East
 May 3, 2022

Lake County Future Land Use

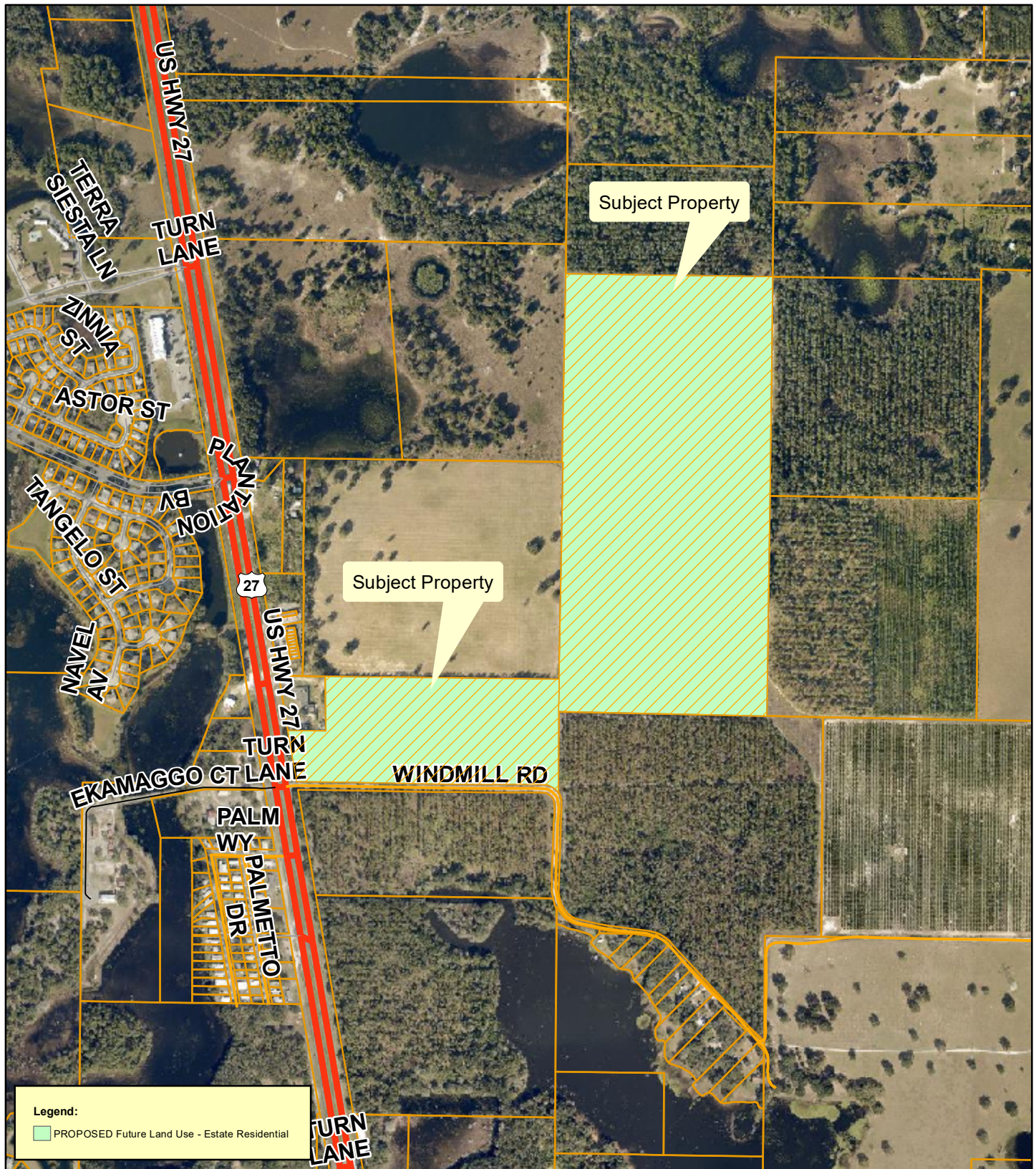


**Planning
& Zoning
Division**

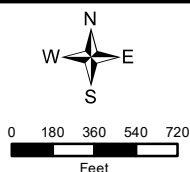


Mar Jo Pines Windmill Subdivision
 Alternate Key #s: 1035503; 1030153
 Section 36, Township 20 South, Range 24 East and
 Section 30, Township 20 South, Range 25 East
 May 3, 2022

PROPOSED FUTURE LAND USE



**Planning
& Zoning
Division**



Mar Jo Pines Windmill Subdivision
 Alternate Key #s: 1035503; 1030153
 Section 36, Township 20 South, Range 24 East and
 Section 30, Township 20 South, Range 25 East
 May 3, 2022

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

DATE: May 19, 2022

OWNER: Mar-Jo Pines, LLC, Chait Allan et al

PETITIONER: Greg Beliveau, LPG Urban and Regional Planners, Inc., o/b/o Pulte home Company, LLC, Aaron Struckmeyer, P.E., Director, Land Development

PROJECT: Mar-Jo Pines Windmill Subdivision

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

CASE NO.: LSCP 22-73; PUD-22-74

GENERAL LOCATION: The property is generally located east of US Highway 27 and north of Windmill Road.

FUTURE LAND USE DESIGNATION: Lake County Rural, Lake County Rural Transition

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Neighborhood Mixed Use

South – Estate Residential

East – Neighborhood Mixed Use; Estate Residential

West – Estate Residential; Institutional; Lake County Rural Transition

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:

North – PUD (Planned Unit Development)

South – PUD (Planned Unit Development)

East – PUD (Planned Unit Development)

West – PUD (Planned Unit Development); Lake County A (Agriculture)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Non-agricultural acreage; 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: May 4, 2022
OWNER: Lakeco Partners II, LTD
PETITIONER: Greg Beliveau, AICP, LPG Urban and Regional Planners, Inc.
PROJECT: Mar-jo Pines Windmill Road Subdivision
REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD (Planned Unit Development)
CASE NO.: LSCP 22-73; PUD-22-74

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 5/13/22

FIRE

In reference to Case Number LSCP 22-73 PUD-22-74

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number LSCP 22-73 PUD-22-74 is outside the recommended four-minute response time for initial responding fire apparatus. Amanda Stevenson 5/18/22

4.1 Fire Department Organizational Statement.

4.1.2.1

The fire department shall establish the following performance objectives for the first-due response zones that are identified by the AHJ:

- (1) Alarm handling time completion in accordance with 4.1.2.3
- (2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
- (3)* 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
- (4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
- (5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
- (8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or basic life support (BLS) unit arrived in 240 seconds or less travel time

ELECTRIC

No comments received as of 5/13/22

GAS

Natural gas is available and directed per City Ordinance. Brandon Smith 5/4/22

GIS

GIS has no comments. Tammy Magamoll 5/4/22

BUILDING

No comments received as of 5/13/22

PUBLIC WORKS

Public Works has no issues with this! Cliff Kelsey 5/16/22

ADDRESSING

No comments received as of 5/13/22

ECONOMIC DEVELOPMENT

No comments received as of 10/15/21

LAKE COUNTY PUBLIC WORKS

No comments received as of 5/13/22

LAKE COUNTY SCHOOLS

The Marjo Pines Windmill Road Subdivision is subject to school concurrency review prior to final site plan approval. I had issued an Adequate Public Facilities Determination back in February, the applicant had proposed 295 units. I updated it to reflect the 271 units – for your file. The decrease was minor and only decreased the elementary capacity. See attached school district Adequate Public Facilities determination letter. Let me know if you have questions. Helen LaValley 5/9/22

PUBLIC RESPONSES

Approval

none

Disapproval

none

No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

OWNER: Mar-Jo Pines, LLC, Chait Allan et al
PETITIONER: Greg Beliveau, LPG Urban and Regional Planners, Inc., o/b/o Pulte home Company, LLC, Aaron Struckmeyer, P.E., Director, Land Development
PROJECT: Mar-Jo Pines Windmill Subdivision
REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD (Planned Unit Development)
CASE NO.: LSCP 22-73

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 22-74, is compatible with the adjacent future land use designations of City of Leesburg Estate Residential and Neighborhood Mixed Use and Lake County Rural Transition.
3. The proposed request as conditioned in City of Leesburg Case number PUD 22-74, is compatible with the current surrounding zoning districts of City of Leesburg PUD (Planned Unit Development) and Lake County A (Agriculture) and Lake County CP (Planned Commercial).
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 and Lake County Rural to City of Leesburg Estate Residential and forward the recommendation to the City Commission for consideration.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.3.

Meeting Date: June 27, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 99.72 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow a single-family residential development for a property generally located east of U.S. Highway 27 and north of Windmill Road, lying in Section 36, Township 20 South, Range 24 East, and Section 30, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Mar-Jo Pines)

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 single-family residential development.

Analysis:

The project site is approximately 99.72 +/- acres, and is generally located east of U.S. Highway 27 and north of Windmill Road as shown on the attached maps. At this time, the property is non-agricultural acreage and timber. The proposal will allow for a single-family residential development. The existing land uses surrounding the property are residential, agricultural, and institutional. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on May 19, 2022 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to SPUD (Small Planned Unit Development); or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development of this site will create a substantial positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

Submission Date and Time:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 99.72 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW A SINGLE-FAMILY RESIDENTIAL DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED EAST OF U.S. HIGHWAY 27 AND NORTH OF WINDMILL ROAD, LYING IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (MAR-JO PINES)

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

Section 1.

Based upon the petition of Aaron Struckmeyer, P.E. for Pulte Home Company, LLC, (Greg Beliveau, LPG Urban & Regional Planners, Inc, Agent) petitioner of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County A (Agriculture) to City of Leesburg SPUD (Small 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 _____ day of _____ 2022.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

EXHIBIT A

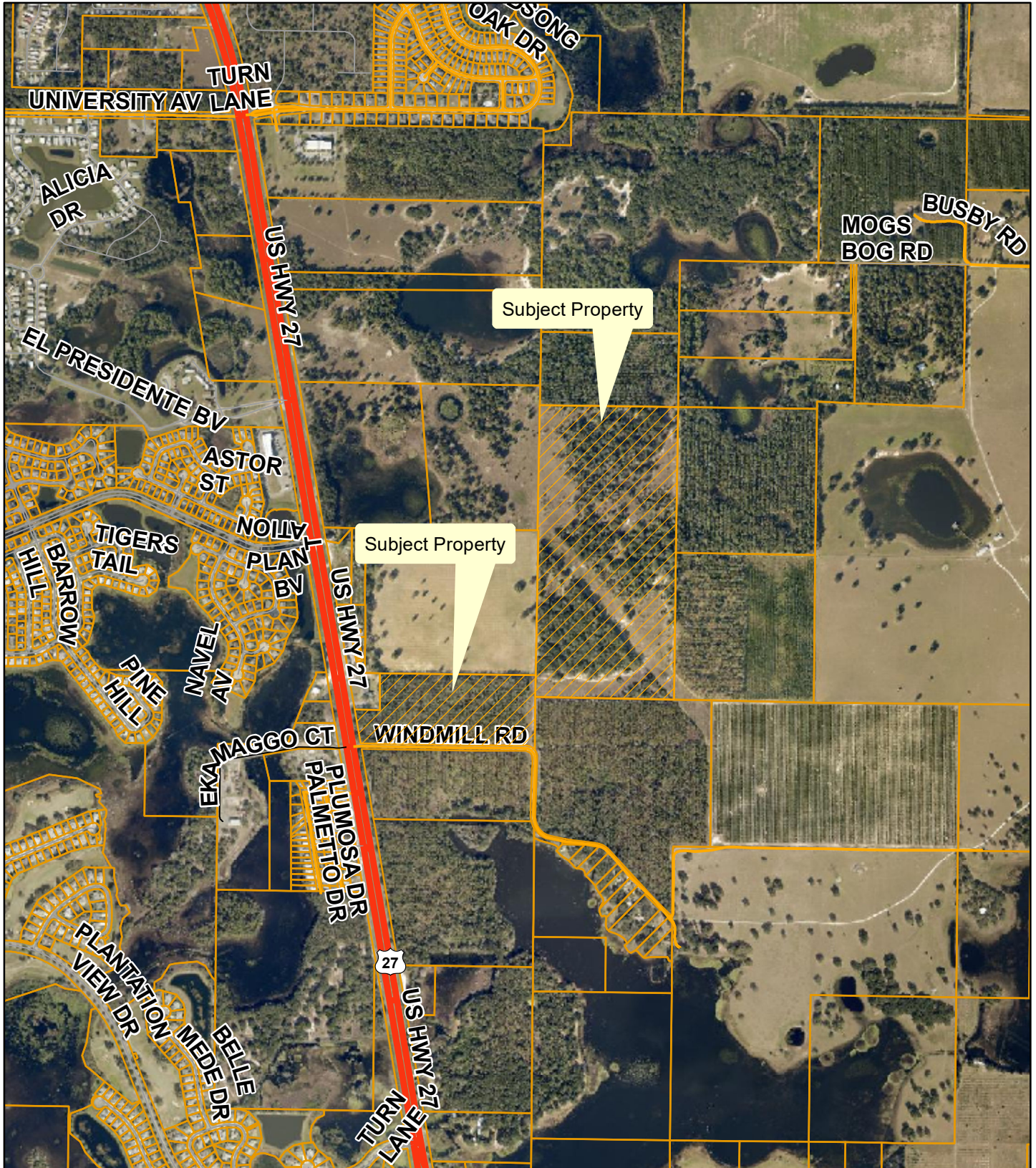
LEGAL DESCRIPTION

THAT PART OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND THE WEST 1/2 OF GOVERNMENT LOTS 3 AND 4, SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LOCATED IN LAKE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

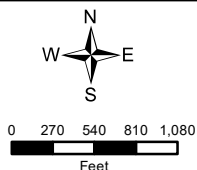
COMMENCE AT A 4"x4" CONCRETE MONUMENT AS REFERENCED IN CERTIFIED CORNER RECORD #73133 LOCATED AT THE NORTH 1/4 CORNER OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN N.89°05'32"W., ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 4, A DISTANCE OF 1256.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.89°05'32"W., ALONG SAID SOUTH LINE, A DISTANCE OF 1256.92 FEET TO A 4" ROUND CONCRETE MONUMENT LOCATED AT THE NW CORNER OF SAID SECTION 31 AS REFERENCED IN OFFICIAL RECORDS BOOK 2083, PAGE 1566, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN N.89°05'25"W., A DISTANCE OF 15.58 FEET TO THE MONUMENTED EAST LINE OF THE NORTH 1/2 OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 36; THENCE RUN S.00°21'18"W., ALONG SAID EAST LINE, A DISTANCE OF 457.52 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AS BASED ON THE MONUMENTED & OCCUPIED NORTH LINE OF SAID SECTION 36; THENCE RUN N.89°17'51"W., ALONG THE SOUTH LINE OF SAID NORTH 1/2, A DISTANCE OF 1585.95 FEET TO THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27(STATE ROAD 25); THENCE RUN N.09°40'57"W., ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 333.57 FEET TO THE SOUTH LINE OF THE NORTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 BASED ON CERTIFIED CORNER RECORD #34403; THENCE S.89°11'00"E., ALONG THE SOUTH LINE OF SAID NORTH 1/4, A DISTANCE OF 226.42 FEET; THENCE RUN N.00°35'47"E., A DISTANCE OF 330.66 FEET TO THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 BASED ON CERTIFIED CORNER RECORD #34403; THENCE RUN S.89°11'16"E., ALONG SAID NORTH LINE, A DISTANCE OF 1433.03 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 4 WHICH IS LOCATED 1.32 FEET EASTERLY OF A RECOVERED ROUND CONCRETE MONUMENT BEING CERTIFIED CORNER RECORD #34403; THENCE RUN N.00°41'13"E., ALONG THE WEST LINE OF SAID GOVERNMENT LOTS 3 AND 4, A DISTANCE OF 2464.85 FEET TO THE NORTH LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOT 3; THENCE RUN S.89°02'19"E., ALONG THE NORTH LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOT 3, A DISTANCE OF 1255.58 FEET TO THE EAST LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOTS 3 AND 4; THENCE RUN S.00°39'30"W., ALONG THE EAST LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOTS 3 AND 4, A DISTANCE OF 2661.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,343,615 SQUARE FEET OR 99.7156 ACRES MORE OR LESS

Aerial

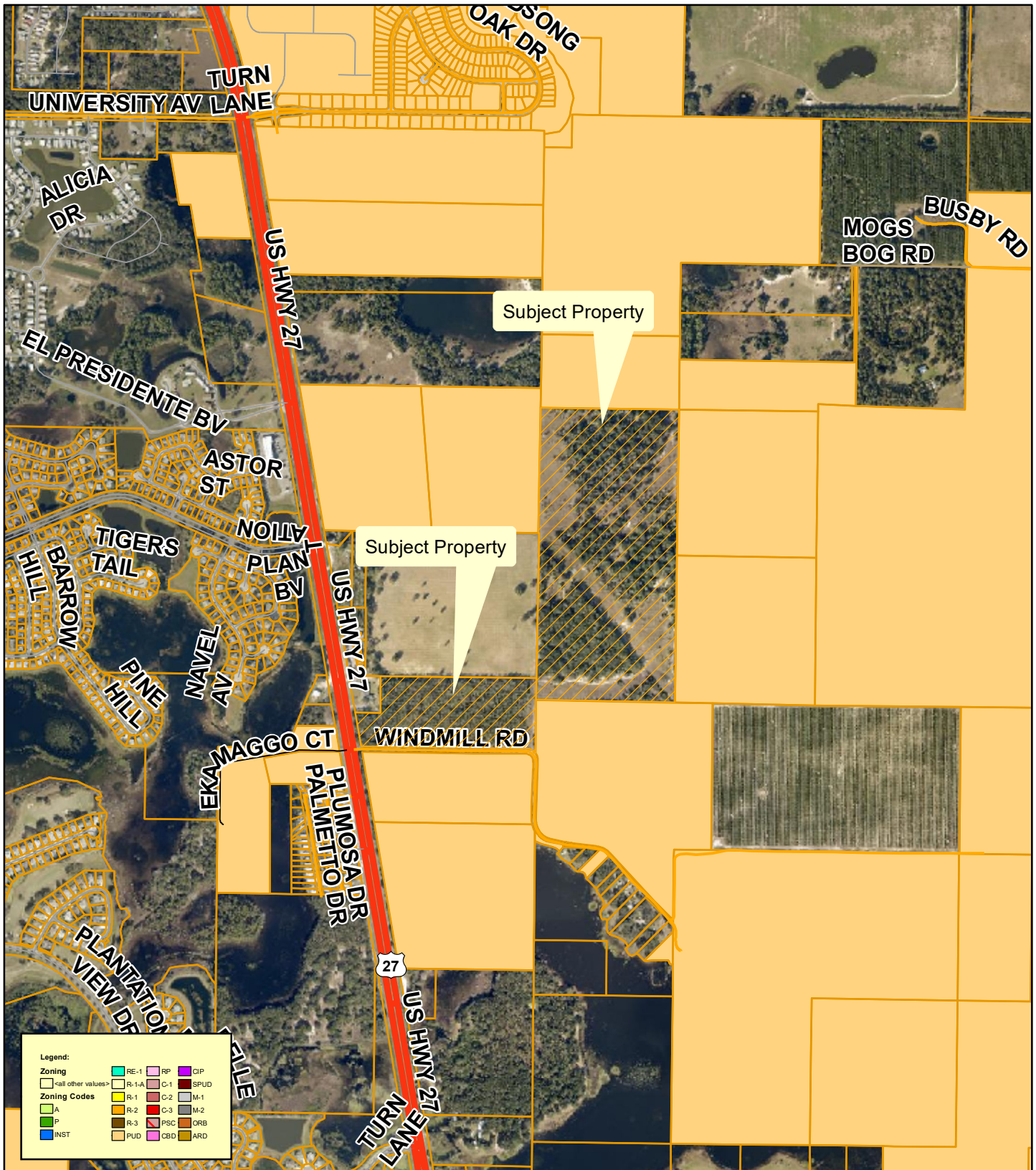


**Planning
& Zoning
Division**

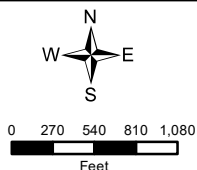


Mar Jo Pines Windmill
Windmill Road Subdivision
Alternate Key #s: 1035503; 1030153
Section 36, Township 20 South, Range 24 East and
Section 30, Township 20 South, Range 25 East
March 25, 2022

Zoning

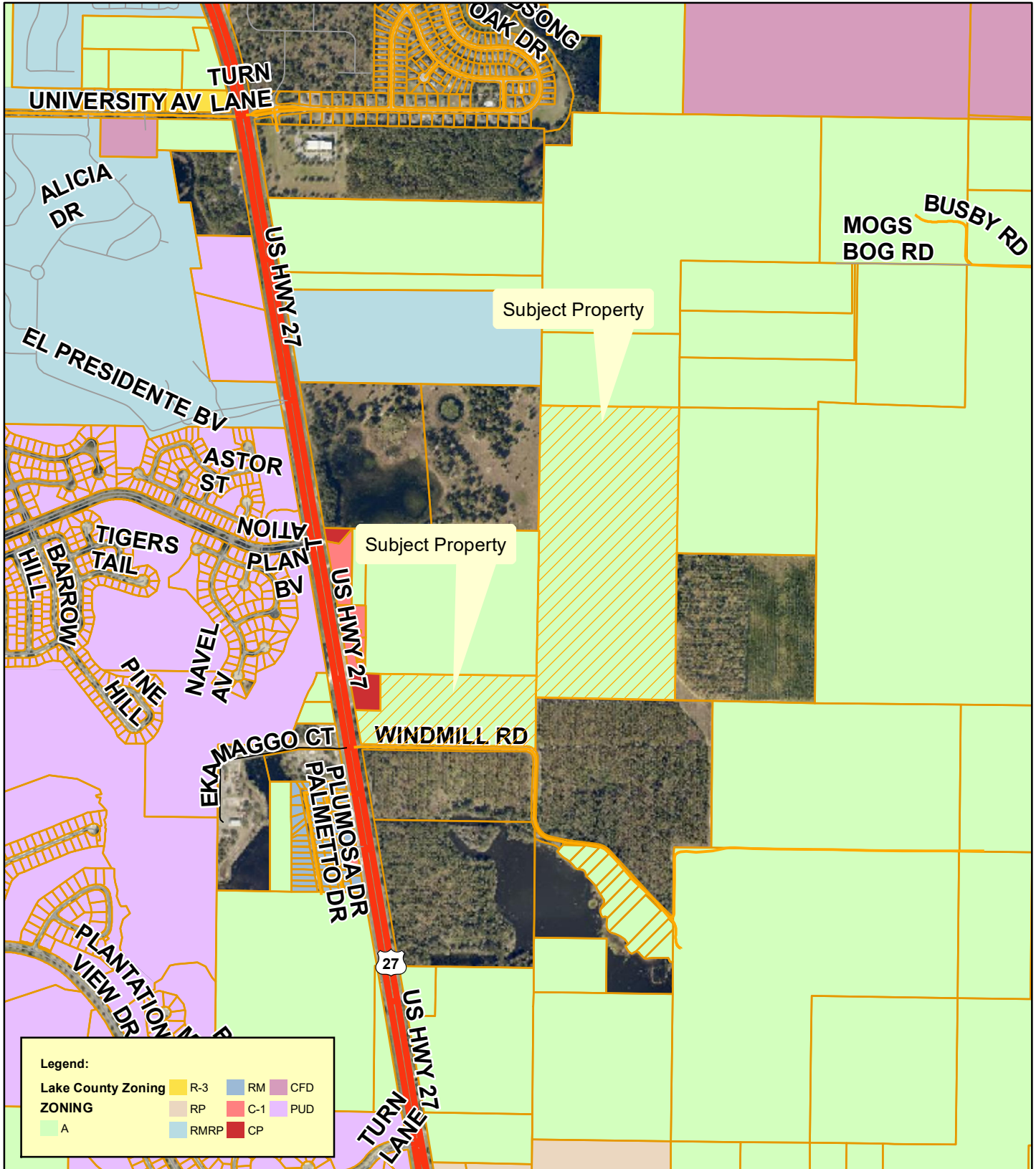


**Planning
& Zoning
Division**

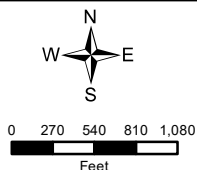


Mar Jo Pines Windmill Subdivision
 Alternate Key #s: 1035503; 1030153
 Section 36, Township 20 South, Range 24 East and
 Section 30, Township 20 South, Range 25 East
 May 3, 2022

Lake County Zoning

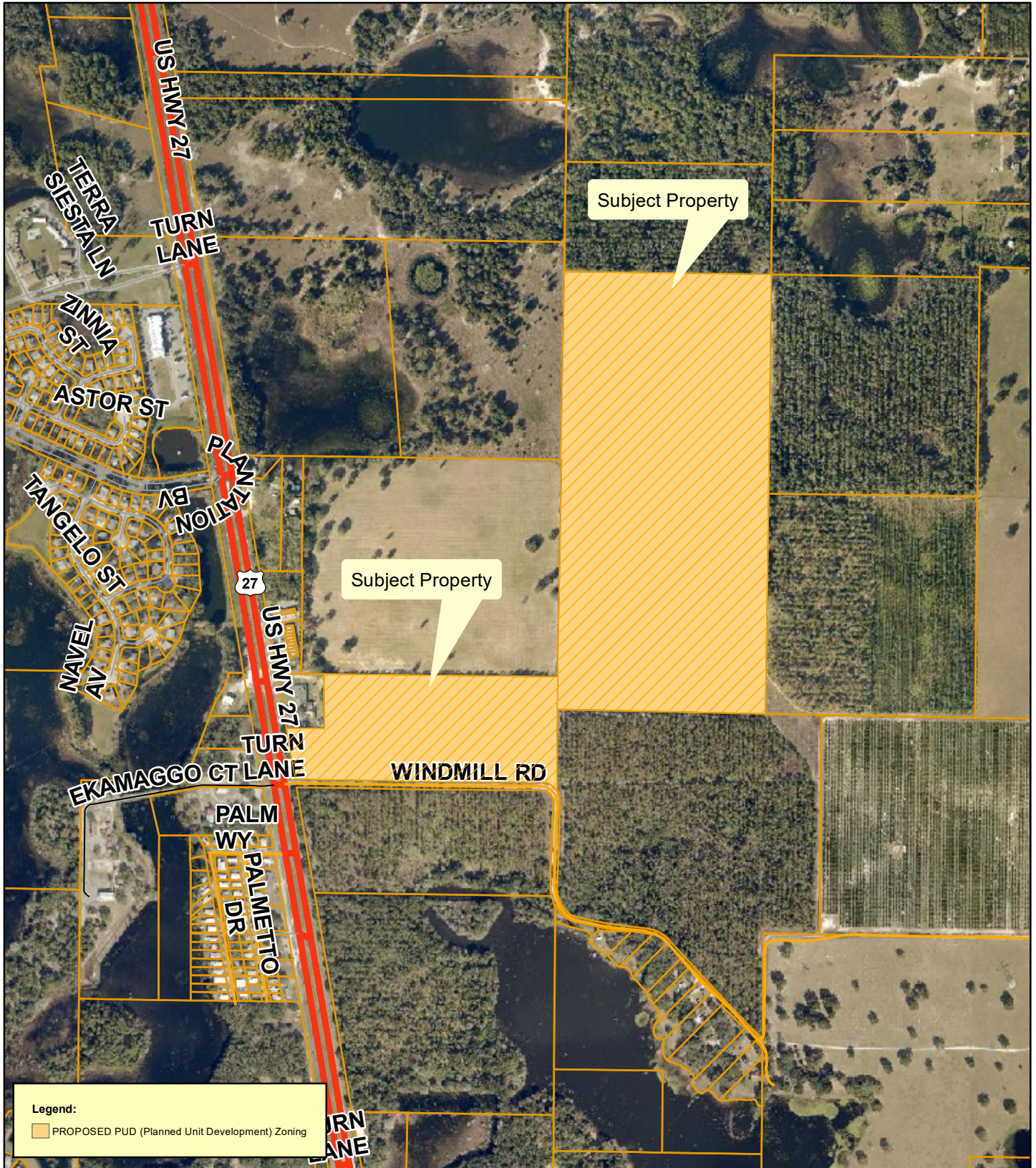


**Planning
& Zoning
Division**

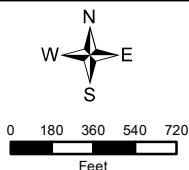


Mar Jo Pines Windmill Subdivision
 Alternate Key #s: 1035503; 1030153
 Section 36, Township 20 South, Range 24 East and
 Section 30, Township 20 South, Range 25 East
 May 3, 2022

PROPOSED ZONING



**Planning
& Zoning
Division**

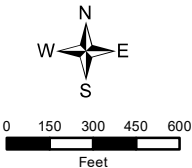


Mar Jo Pines Windmill Subdivision
 Alternate Key #s: 1035503; 1030153
 Section 36, Township 20 South, Range 24 East and
 Section 30, Township 20 South, Range 25 East
 May 3, 2022

Surrounding Land Uses



**Planning
& Zoning
Division**



Mar Jo Pines Windmill Subdivision
Alternate Key #s: 1035503; 1030153
Section 36, Township 20 South, Range 24 East and
Section 30, Township 20 South, Range 25 East
May 3, 2022

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

DATE: May 19, 2022

OWNER: Mar-Jo Pines, LLC, Chait Allan et al

PETITIONER: Greg Beliveau, LPG Urban and Regional Planners, Inc., o/b/o Pulte home Company, LLC, Aaron Struckmeyer, P.E., Director, Land Development

PROJECT: Mar-Jo Pines Windmill Subdivision

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

CASE NO.: LSCP 22-73; PUD-22-74

GENERAL LOCATION: The property is generally located east of US Highway 27 and north of Windmill Road.

FUTURE LAND USE DESIGNATION: Lake County Rural, Lake County Rural Transition

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Neighborhood Mixed Use

South – Estate Residential

East – Neighborhood Mixed Use; Estate Residential

West – Estate Residential; Institutional; Lake County Rural Transition

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:

North – PUD (Planned Unit Development)

South – PUD (Planned Unit Development)

East – PUD (Planned Unit Development)

West – PUD (Planned Unit Development); Lake County A (Agriculture)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Non-agricultural acreage; 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: May 4, 2022
OWNER: Lakeco Partners II, LTD
PETITIONER: Greg Beliveau, AICP, LPG Urban and Regional Planners, Inc.
PROJECT: Mar-jo Pines Windmill Road Subdivision
REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD (Planned Unit Development)
CASE NO.: LSCP 22-73; PUD-22-74

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 5/13/22

FIRE

In reference to Case Number LSCP 22-73 PUD-22-74

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number LSCP 22-73 PUD-22-74 is outside the recommended four-minute response time for initial responding fire apparatus. Amanda Stevenson 5/18/22

4.1 Fire Department Organizational Statement.

4.1.2.1

The fire department shall establish the following performance objectives for the first-due response zones that are identified by the AHJ:

- (1) Alarm handling time completion in accordance with 4.1.2.3
- (2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
- (3)* 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
- (4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
- (5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
- (8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or basic life support (BLS) unit arrived in 240 seconds or less travel time

ELECTRIC

No comments received as of 5/13/22

GAS

Natural gas is available and directed per City Ordinance. Brandon Smith 5/4/22

GIS

GIS has no comments. Tammy Magamoll 5/4/22

BUILDING

No comments received as of 5/13/22

PUBLIC WORKS

Public Works has no issues with this! Cliff Kelsey 5/16/22

ADDRESSING

No comments received as of 5/13/22

ECONOMIC DEVELOPMENT

No comments received as of 10/15/21

LAKE COUNTY PUBLIC WORKS

No comments received as of 5/13/22

LAKE COUNTY SCHOOLS

The Marjo Pines Windmill Road Subdivision is subject to school concurrency review prior to final site plan approval. I had issued an Adequate Public Facilities Determination back in February, the applicant had proposed 295 units. I updated it to reflect the 271 units – for your file. The decrease was minor and only decreased the elementary capacity. See attached school district Adequate Public Facilities determination letter. Let me know if you have questions. Helen LaValley 5/9/22

PUBLIC RESPONSES

Approval

none

Disapproval

none

No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

OWNER: Mar-Jo Pines, LLC, Chait Allan et al
PETITIONER: Greg Beliveau, LPG Urban and Regional Planners, Inc., o/b/o Pulte home Company, LLC, Aaron Struckmeyer, P.E., Director, Land Development
PROJECT: Mar-Jo Pines Windmill Subdivision
REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD (Planned Unit Development)
CASE NO.: PUD-22-74

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 22-74, is compatible with the adjacent future land use designations of City of Leesburg Neighborhood Mixed Use, Estate Residential, Institutional and Lake County Rural Transition.
3. The proposed request as conditioned in City of Leesburg Case number PUD 22-74, is compatible with the current surrounding zoning districts of City of Leesburg PUD (Planned Unit Development) and Lake County A (Agriculture) and CP (Planned Commercial).
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.

WINDMILL ROAD SUBDIVISION
(Mar-Jo Pines LLC)
PUD (Planned Unit Development) Conditions
City of Leesburg, Florida
May 19, 2021

These Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district are granted by the City of Leesburg Planning Commission, Lake County, Florida to **Mar-Jo Pines, LLC, 5030 St. Dennis Court, Orlando, Florida 32812, as “Permittee” (Greg Beliveau, LPG Urban & Regional Planners, Inc. 1162 Camp Avenue, Mt. Dora, Florida 32757, Agent)**, for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 “Zoning”, Section 25-278 “Planned Unit Development” of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed residential development consisting of a maximum of 271 single family residential units on approximately 99.72 acres, generally located east of U.S. Highway 27 and north of Windmill Road, on a site within the City of Leesburg in accordance with their PUD application and supplemental information. This document is effective for property within the City of Leesburg ISBA (Interlocal Service Boundary Agreement), and neither contemplates nor controls any area of this project outside the boundaries thereof.

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 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. In the event of any conflict between the conditions of this document and the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. **PERMISSION** is hereby granted to **Mar-Jo Pines, LLC, 5030 St. Dennis Court, Orlando, Florida 32812, as “Permittee” (Greg Beliveau, LPG Urban & Regional Planners, Inc. 1162 Camp Avenue, Mt. Dora, Florida 32757, 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 USES

The above-described property shall be used for the development of 271 single family detached units, on 99.72 +/- acres, and consisting of 50, 60 and 70-foot-wide lots, designed and constructed pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

- 1) Detached single family residential units
- 2) Interim agricultural uses as noted above, to include timber, citrus, cattle, horses, hay and sod production. These uses shall be allowed to continue until such time as the nearest phase has achieved either 50% build out. Should any disagreement over use arise, City Staff may consult Lake County Agriculture zoning district regulations.

B. Prohibited Uses

- 1) All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

C. Accessory Uses

- 1) RV/Boat Storage
- 2) Accessory structures
- 3) Sales office in a single-family unit
- 4) Recreational Uses (Pool/ Clubhouses/fields, courts, etc.)
- 5) Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar
- 6) Temporary modular sales center office (during construction and sales of new units) and construction offices, 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.

Figure 1 – Residential Unit Summary, by Lot Size

DEVELOPMENT PROGRAM			
	PHASE 1	PHASE 2	TOTAL
50' Lots	52	53	105
60' Lots	24	60	84
70' Lots	30	52	82
Total:	106	165	271

4. DEVELOPMENT STANDARDS

- A. The project shall consist of 271 single family residential units on a total of 99.72+/- acres, at a gross density not to exceed 2.72 units per acre, as specified in this agreement, and shown on **Exhibit C, Conceptual Site Plan**. Larger lots than the minimum requirements herein shall be permitted within the development if desired.
- B. A mix of lot sizes is required as shown in Exhibit C (50, 60 and 70-foot-wide lots), Conceptual Site Plan

- 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.
- D. The maximum impervious surface for the project shall be 38%. Community and private swimming pools shall not count toward the impervious surface calculation.
- E. Lot requirements
 - 1) For 50 x 120-foot lots:
 - a) Minimum house size: 1,800 square feet, (under roof)
 - b) Minimum lot size shall be 6,000 square feet.
 - c) Minimum width 50 feet
 - d) Minimum depth 120 feet
 - e) Minimum building setbacks:
 - Front – 25 feet;
 - Rear – 20 feet;
 - Side – 5 feet;
 - Corner Side – 15 feet.
 - Porch – 14 feet (porch must be a minimum width of 6 feet).
 - f) The location of all 50-foot lots (5-foot side setback) shall be adjacent to 60 and/or 70 foot lots having a 10-foot side setback. This will provide a minimum building separation of 15 feet between each house.
 - 2) For 60 x 120-foot lots:
 - a) Minimum house size: 1,800 square feet, (under roof)
 - b) Minimum lot size shall be 7,200 square feet.
 - c) Minimum width 70 feet
 - d) Minimum depth 120 feet
 - e) Minimum building setbacks:
 - Front – 25 feet;
 - Rear – 20 feet;
 - Side – 7.5 feet;
 - Corner Side – 15 feet.
 - Porch – 14 feet (porch must be a minimum width of 6 feet).
 - 3) For 70 x 120-foot lots:
 - a) Minimum house size: 1,800 square feet, (under roof)
 - b) Minimum lot size shall be 8,400 square feet.
 - c) Minimum width 70 feet
 - d) Minimum depth 120 feet
 - e) Minimum building setbacks:
 - Front – 25 feet;
 - Rear – 20 feet;
 - Side – 7.5 feet;
 - Corner Side – 15 feet.
 - Porch – 14 feet (porch must be a minimum width of 6 feet).
 - 4) For all structures:
 - a) Minimum house size shall be 1,800 square feet under roof.

- b) Each residential structure shall have a minimum two car garage.
- c) Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
- d) Except where otherwise allowed in these conditions, minimum distance between structures shall be 15 feet; measured from building wall to building wall, and the combined roof overhang of two adjacent structures shall not exceed forty (40) percent of the distance between the building wall and the property line.
- e) Maximum building height: two (2) stories or 35 feet.
- f) 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.
- g) 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.
- h) Solid roof structures attached to the residence must meet the required rear setback as noted under "Minimum building setbacks."
- i) As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions set forth herein

5. **DESIGN/ARCHITECTURAL STANDARDS**

- A. All buildings shall utilize at least three of the following design features to provide visual relief along all elevations of the single-family units. Designs may vary throughout the development.
 - 1) Dormers
 - 2) Gables
 - 3) Recessed or raised entries
 - 4) Covered porch entries
 - 5) Cupolas
 - 6) Pillars or decorative posts
 - 7) Bay window (minimum 12-inch projections)
 - 8) Eaves (minimum 6-inch projections)
 - 9) Front windows with arched glass tops and minimum 4-inch trim.
 - 10) Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
 - 11) Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
 - 12) Stone accents
 - 13) Shutters
 - 14) Board and batten siding
 - 15) Hardy board siding
 - 16) Raised banding
 - 17) Craftsman style garage doors

- B. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total front exterior wall area of each building elevation shall be composed of one of the following:
1. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
 3. All textured stucco, provided there are unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Community Development Director for compliance.
- C. Other similar design variations meeting the intent of this section may be approved by the Community Development Director or designee.
- D. The architectural styles and facades shown in **Exhibit D, Building Elevations** herein are considered to meet the requirements of this section.

6. PARKING

- A. For all recreational areas, the permittee shall have off-street parking spaces per an approved site plan pursuant to the City of Leesburg Code of Ordinances.

7. LANDSCAPING AND BUFFERS, GENERAL & RESIDENTIAL

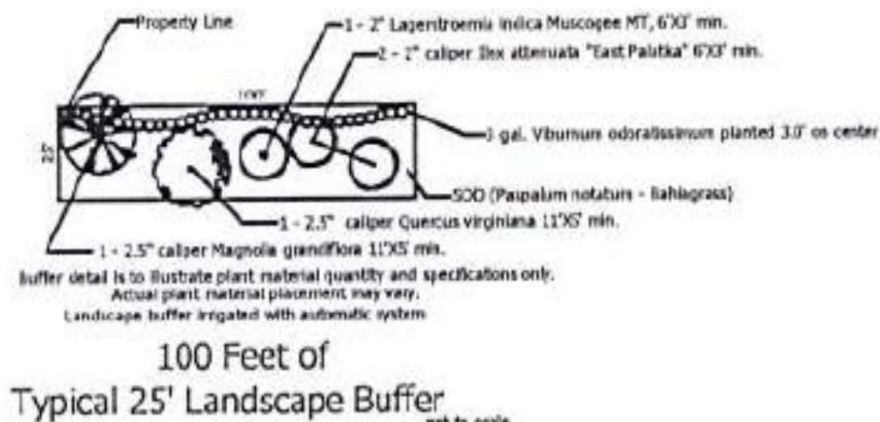
- A. A master landscape plan shall be submitted for review by City staff for all landscaping, buffer and boundary areas, parking lots, access roads, entry ways and new construction. This plan shall be reviewed for consistency with this PUD document and the Conceptual Site Plan (**Exhibit C**), and City of Leesburg landscape code requirements.
- B. All landscaped areas shall be designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- C. All platted residential lots within the project shall contain a minimum of two (2) canopy trees.
- D. All exterior boundaries of the property shall contain the following: A minimum twenty-five (25) foot wide buffer tract with plantings as shown in Figures A and B below. This buffer shall be located along the entire exterior boundary of the property, unless otherwise provided for within these standards.
- E. In areas of the project which are primarily used as and platted for recreational or open space uses, no specific buffer shall be required.

- F. All buffers along the exterior property lines shall be distinct and separate from the residential and commercial lots and properties, and shall be platted as buffers which are owned and maintained by a property owners or homeowners association.
- G. Nothing herein shall be construed to prevent the developer/or property owners from increasing buffer width and/or plantings.
- H. 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.
- I. In addition to the requirements herein, 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



- J. Variations to the landscape requirements of the code may be approved by the Planning and Zoning Director or designee, as long as the intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.
- K. The surveying of trees on the property shall be conducted as follows:

1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
 2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
 3. Tree sample plots shall be located and trees identified by a registered landscape architect, certified arborist, or certified forester or licensed surveyor
- L. Open Space -A minimum of thirty-five (35) percent of the property shall be open space. Retention areas, buffers, plus recreation and landscaped areas may be used for the purpose of calculating open space. Parking areas and vehicle access areas shall not be considered in calculating open space.
- M. Variations to Landscape Requirements
1. Variations to these landscape requirements of this document may be approved by the Planning and Zoning Director as long as the intent of the landscaping section of this PUD (Planned Unit Development) document is maintained.
 2. Use of the University of Florida IFAS (Institute of Food and Agricultural Sciences) approved standards for “Florida Friendly Landscaping” will also be acceptable.

8. SITE ACCESS AND IMPROVEMENTS

- A. The main vehicular access to the project site shall be located at U.S. Highway 27 on or near the southern boundary of the overall development.
- B. Boulevard requirements: Main access to the property from U. S. Highway 27 shall be a boulevard type (divided roadway with landscaped median) which shall contain at least two (2) access points on the northern side of said roadway to allow access into future developable areas to the south. This boulevard type roadway shall run along the southern boundary of the property.
- C. Access locations depicted on the Master Development Plan are conceptual and subject to Lake County approval. Actual location and design of the roads shall be determined at the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject site plan application review process.
- D. 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, signalization, 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 Department.
- E. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Public Works Department to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
- F. 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.

- G. 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.
- H. Entry into the subdivision from the main boulevard entrance shall continue to a central point containing a round-about intersection design.
- I. The design of the site shall include a minimum of one (1) access point to property to the north, south, east and west in the form of a stub-out for connection to future development of adjacent property.
- J. All access points within the development and all access points to roadways outside the development shall be subject to the City of Leesburg, Florida Department of Transportation and Lake County permitting and review processes.

9. 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. All roads within the development shall be constructed to meet the City of Leesburg's standards, ARTICLE VII – TECHNICAL STANDARDS, as amended.
 - 1. Should the Permittee (or designee) desire to dedicate the proposed project's internal road system to the City of Leesburg; the Permittee shall demonstrate to the satisfaction of the City of Leesburg that the road system is in suitable condition and meets all City road design requirements.
 - 2. Should the Permittee (or designee) choose to retain the roadways, the Permittee shall establish an appropriate legal entity that shall accept responsibility to pay the cost and perform all services required to maintain the roads and transportation improvements to City of Leesburg codes and standards, as amended. A Homeowners or Property Owners Association, or other such legal entity will be considered acceptable.
- G. Sidewalks shall be provided on both sides of the entrance roads and shall provide cross connections to all recreation and residential areas. Internal road

rights-of-ways shall be of sufficient width to contain one sidewalk. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

- H. If desired, golf cart paths and parking for golf carts may be provided along the entire main boulevard roadway, and may be located in such a manner that allows access throughout the development. These paths shall allow access, via the main boulevard roadway, to all residential and recreational area of the proposed development.

10. SIGNAGE

- A. *Access points*- Each 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 decorative entry feature may be used for signage per City of Leesburg Code of Ordinances, as amended.

11. LAKE COUNTY SCHOOL BOARD

- A. The proposed development is subject to a separate agreement with the Lake County School Board to mitigate the impact of additional students, as agreed with the owner/developer and the School Board, such as an agreement reflecting a negotiated settlement allowing the Lake County School Board the ability to provide adequate student stations to contain the projected number of students.

12. UTILITIES

- A. 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:
- B. 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.
- C. 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.
- D. 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.
- E. 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. All infrastructure necessary to provide water and wastewater services to the development must be in place, approved by the City, and operational, prior to issuance of building permits for any residential or commercial structures within the development.

13. STORMWATER/DRAINAGE MANAGEMENT

All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's association is an acceptable maintenance entity.
- D. The existing 100-year flood plain shown shall be shown on all plans and lots.
- E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.
- G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

14. 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.

15. 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.
- C. For purposes of water conservation, all irrigated areas shall meet the requirements of section 25-337(c)(4), City of Leesburg Code of Ordinances.

16. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site shall include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall consist of not less than 200 square feet of space per dwelling unit or 54,200 square feet (1.25 acres).
- B. Permitted recreational amenities shall include:
 - 1. Swimming pool with clubhouse
 - 2. Children's playground areas

3. Trails
 4. Dog Parks
 5. Various recreational courts (Tennis, Basketball, handball courts, etc.)
 6. Activity fields (football, soccer, baseball, etc.)
 7. Other mixes of uses, to be reviewed and approved by staff, to include activities such as ball fields and courts to meet the requirements of this section.
- C. Recreational requirements shall consist of at least one primary active recreation area. Recreation areas may include such uses as a children's playground with equipment, soccer fields, softball fields, dog parks, gazebos, swimming pools, clubhouses with recreation rooms, and other amenities as reviewed and approved by staff. This primary recreational facility shall be constructed in conjunction with and completed no later than the certificate of completion of 150 residential units.
 - D. 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.
 - E. 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.

17. LIGHTING REQUIREMENTS

- A. All lighting installed shall meet City of Leesburg standards and details, shall be constructed in a manner that is directed to the interior of the property, and does not cause excessive light pollution on neighboring properties.
- B. Exterior lighting shall incorporate "Dark Sky Standards" in the lighting plan for the development. This will include, but not be limited to shielded fixtures, lower levels of blue light, directional lighting, timed and/or sensor activated light fixtures, and other methods which can reduce impact on adjacent and nearby properties.

18. 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 and recreational facilities shall be the responsibility of the property owner. A homeowner's association or property owner's association shall serve as an appropriate entity for all common properties within the development.

19. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions

or conceptual plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.

- B. As part of the overall development process, if the project is constructed in phases, then the plat of the lots for each approved phase shall contain only those portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.
- C. Implementation of the project shall commence within 120 months (10 years) of approval of this PUD (Planned Unit Development). In the event that the conditions of the PUD have not been substantially implemented during the required time period, this PUD shall expire unless the developer has applied, at least 90 days prior to the expiration date, for an extension of time to commence development. "Implementation" for purposes of this subsection shall mean, at a minimum, recording of a final plat, and final approval of construction plans, together with actual commencement of construction on the property.

20. 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.
- F. These conditions of approval shall be recited within the site plan and construction plan submittals.

21. LEVELS OF SERVICE AND CAPACITY

- 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, schools, and solid waste. 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 -Planning & Construction

1. 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. For all development requiring construction of new distribution, collection lines, or other infrastructure needed to develop the subdivision, the developer shall be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

C. Commitment of Capacity

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

D. 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. The City's ability to provide said services is dependent upon capacity available at the time of permit submittal.
2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

LEGAL DESCRIPTION PER GRUSENMEYER-SCOTT & ASSOCIATES, INC.**-LAND SURVEYORS****DATED: JANUARY 3, 2022****DESCRIPTION AS FOLLOWS:**

THAT PART OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND THE WEST 1/2 OF GOVERNMENT LOTS 3 AND 4, SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LOCATED IN LAKE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4"x4" CONCRETE MONUMENT AS REFERENCED IN CERTIFIED CORNER RECORD #73133 LOCATED AT THE NORTH 1/4 CORNER OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN N.89°05'32"W., ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 4, A DISTANCE OF 1256.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.89°05'32"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1256.92 FEET TO A 4" ROUND CONCRETE MONUMENT LOCATED AT THE NW CORNER OF SAID SECTION 31 AS REFERENCED IN OFFICIAL RECORDS BOOK 2083, PAGE 1566, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN N.89°05'25"W., A DISTANCE OF 15.58 FEET TO THE MONUMENTED EAST LINE OF THE NORTH 1/2 OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 36; THENCE RUN S.00°21'18"W., ALONG SAID EAST LINE, A DISTANCE OF 457.52 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AS BASED ON THE MONUMENTED & OCCUPIED NORTH LINE OF SAID SECTION 36; THENCE RUN N.89°17'51"W., ALONG THE SOUTH LINE OF SAID NORTH 1/2, A DISTANCE OF 1585.95 FEET TO THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27(STATE ROAD 25); THENCE RUN N.09°40'57"W., ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 333.57 FEET TO THE SOUTH LINE OF THE NORTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 BASED ON CERTIFIED CORNER RECORD #34403; THENCE S.89°11'00"E., ALONG THE SOUTH LINE OF SAID NORTH 1/4, A DISTANCE OF 226.42 FEET; THENCE RUN N.00°35'47"E., A DISTANCE OF 330.66 FEET TO THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 BASED ON CERTIFIED CORNER RECORD #34403; THENCE RUN S.89°11'16"E., ALONG SAID NORTH LINE, A DISTANCE OF 1433.03 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 4 WHICH IS LOCATED 1.32 FEET EASTERLY OF A RECOVERED ROUND CONCRETE MONUMENT BEING CERTIFIED CORNER RECORD #34403; THENCE RUN N.00°41'13"E., ALONG THE WEST LINE OF SAID GOVERNMENT LOTS 3 AND 4, A DISTANCE OF 2464.85 FEET TO THE NORTH LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOT 3; THENCE RUN S.89°02'19"E., ALONG THE NORTH LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOT 3, A DISTANCE OF 1255.58 FEET TO THE EAST LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOTS 3 AND 4; THENCE RUN S.00°39'30"W., ALONG THE EAST LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOTS 3 AND 4, A DISTANCE OF 2661.80 FEET TO THE POINT OF BEGINNING.
CONTAINING 4,343,615 SQUARE FEET OR 99.7156 ACRES MORE OR LESS

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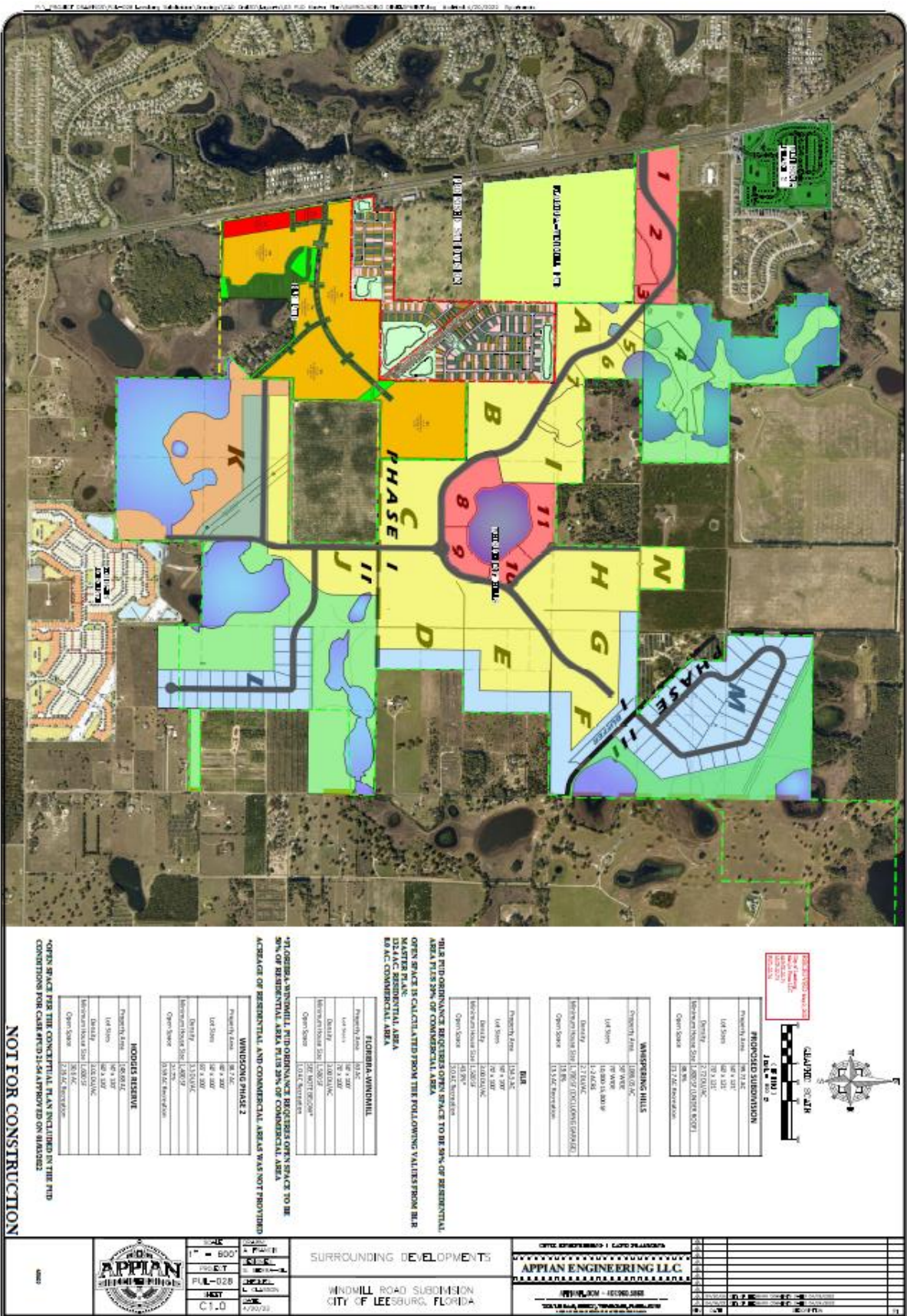


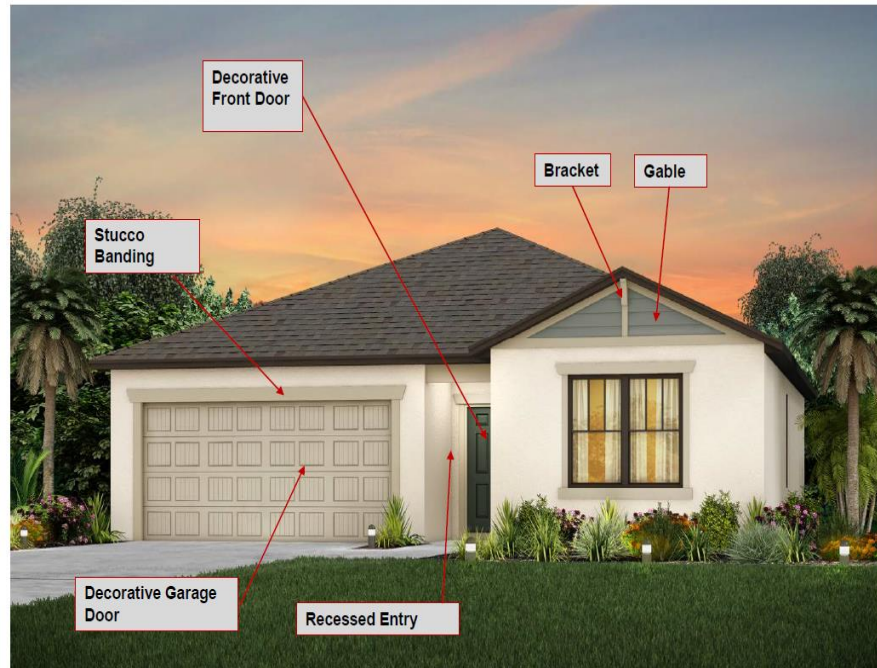
EXHIBIT D

SAMPLE FACADES

40' Browning Elevation C1

Compliance:

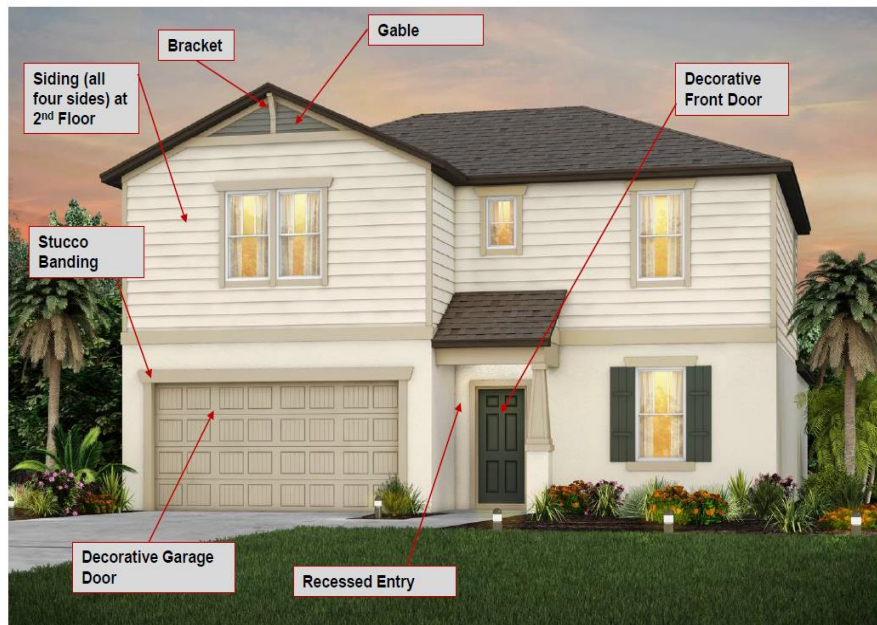
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2. Decorative 6 Panel Front Door
3. Architectural Features:
 - Recessed Entry
 - Covered Entry
 - Sand Finish Stucco Banding
 - Gable
 - Eaves
 - Decorative Bracket at Gable
 - Accent Lap Siding at Gable
 - 30 Year Architectural Shingles



40' Wakefield Elevation C1

Compliance:

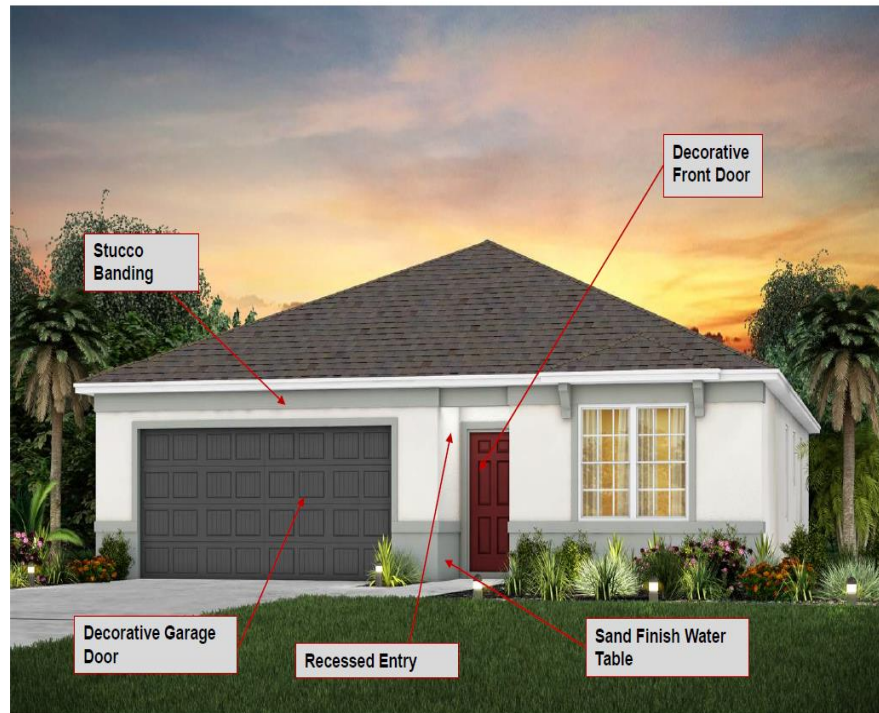
1. Decorative Garage Door
2. Decorative 3 Panel Front Door
3. Architectural Features:
 - Recessed Entry
 - Covered Entry
 - Sand Finish Stucco Banding & Cementitious Trim
 - Gable
 - Eaves
 - Pillar (Sand Finish Stucco on base)
 - Decorative Bracket at Gable
 - Decorative Shutters
 - Accent Lap Siding at Gable
 - 30 Year Architectural Shingles
 - Cementitious Siding at 2nd Floor



40' Hanover
Elevation FM1

Compliance:

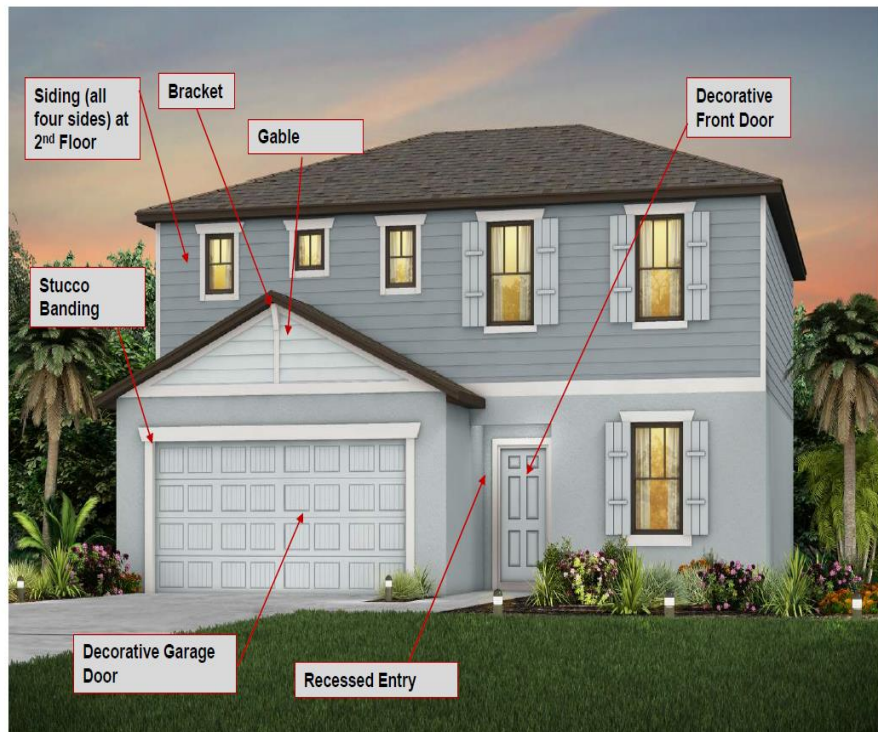
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2. Decorative 6 Panel Front Door
3. Architectural Features:
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 - Covered Entry
 - Eaves
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 - Sand Finish Stucco Water Table
 - Decorative Brackets
 - 30 Year Architectural Shingles



40' Thompson
Elevation C1

Compliance:

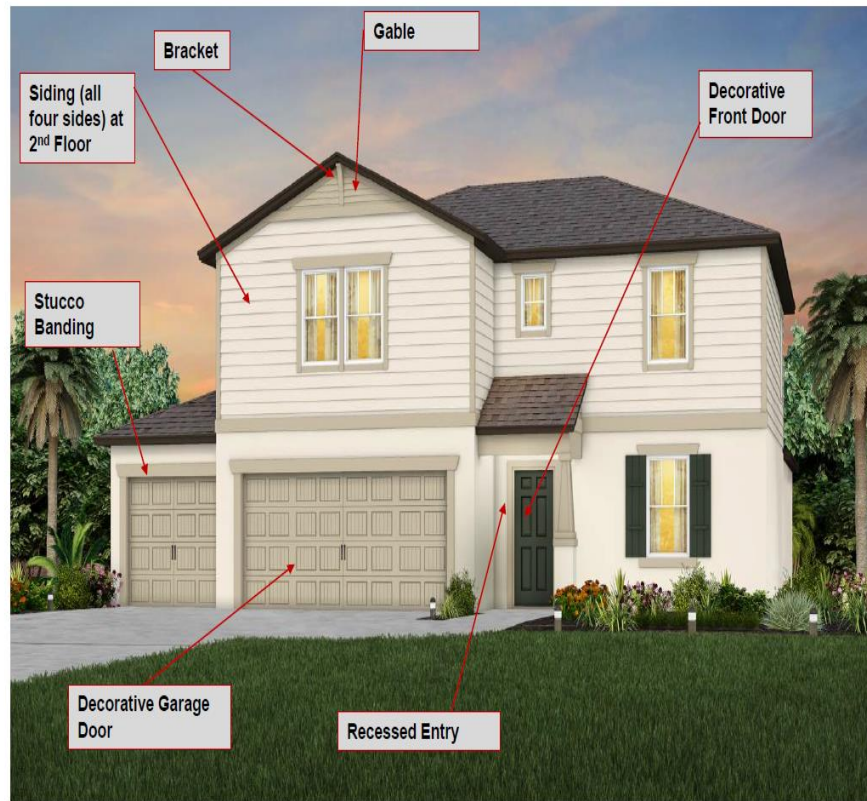
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2. Decorative 6 Panel Front Door
3. Architectural Features:
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 - Covered Entry
 - Sand Finish Stucco Banding & Cementitious Trim
 - Gable
 - Eaves
 - Decorative Bracket at Gable
 - Decorative Shutters
 - Accent Lap Siding at Gable
 - 30 Year Architectural Shingles
 - Cementitious Siding at 2nd Floor



50' Wakefield Select
Elevation C1

Compliance:

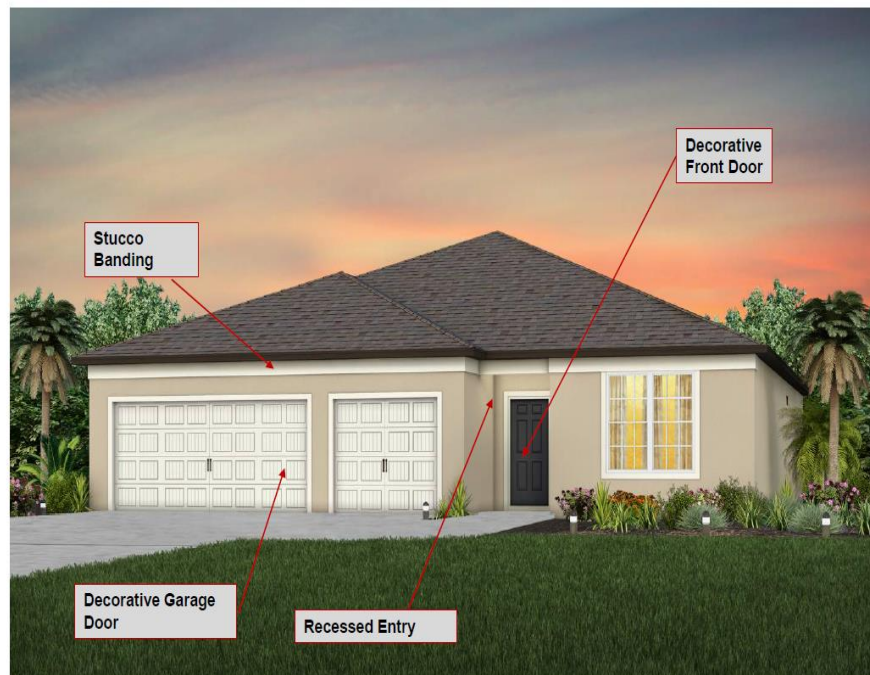
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 - Covered Entry
 - Sand Finish Stucco Banding & Cementitious Trim
 - Gable
 - Eaves
 - Pillar (Sand Finish Stucco on base)
 - Decorative Bracket at Gable
 - Decorative Shutters
 - Accent Lap Siding at Gable
 - 30 Year Architectural Shingles
 - Cementitious Siding at 2nd Floor



50' Arbor
Elevation FM1

Compliance:

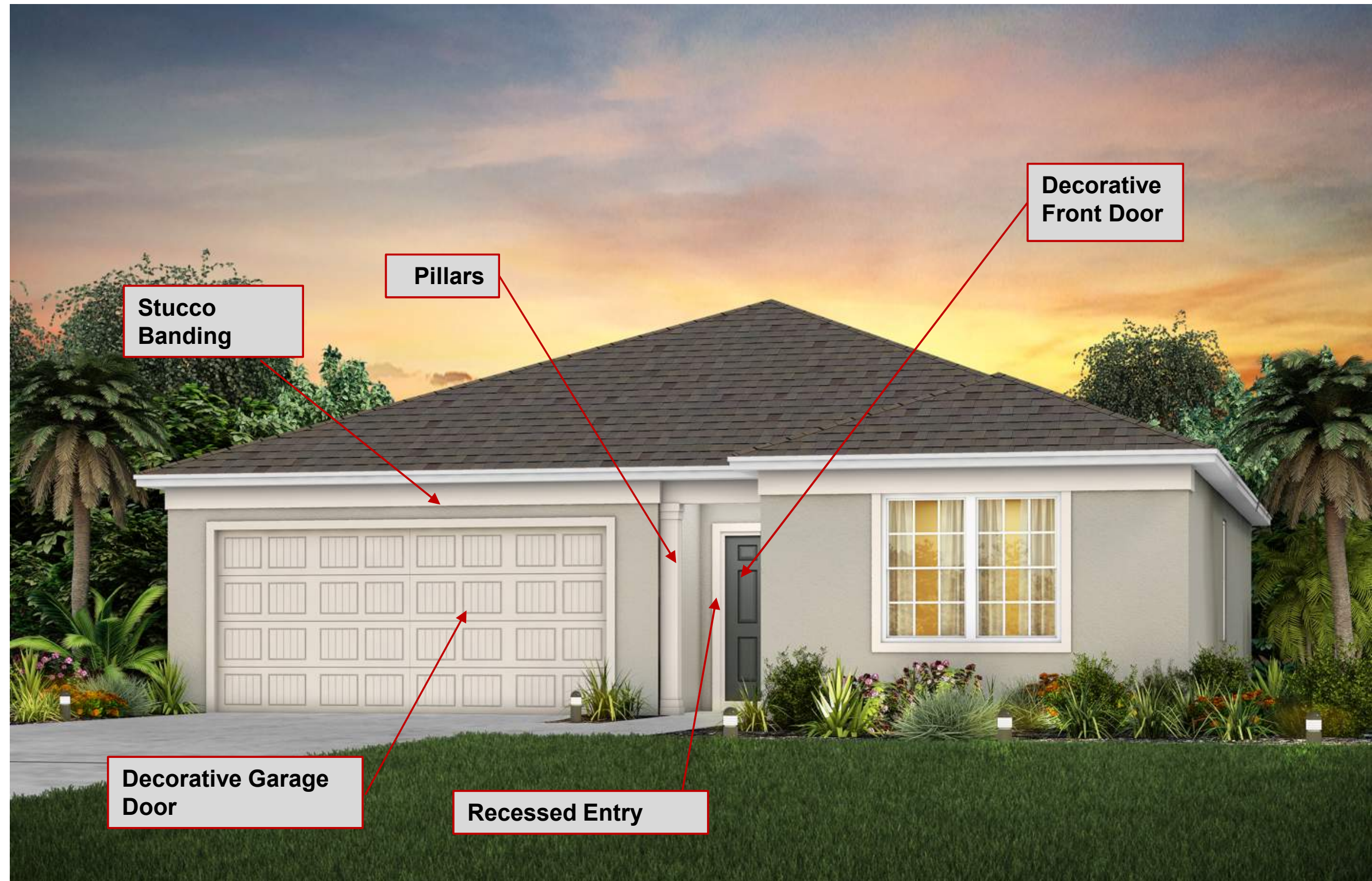
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2. Decorative 6 Panel Front Door
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 - Eaves
 - Sand Finish Stucco Banding
 - 30 Year Architectural Shingles



40' Browning Elevation FM1

Compliance:

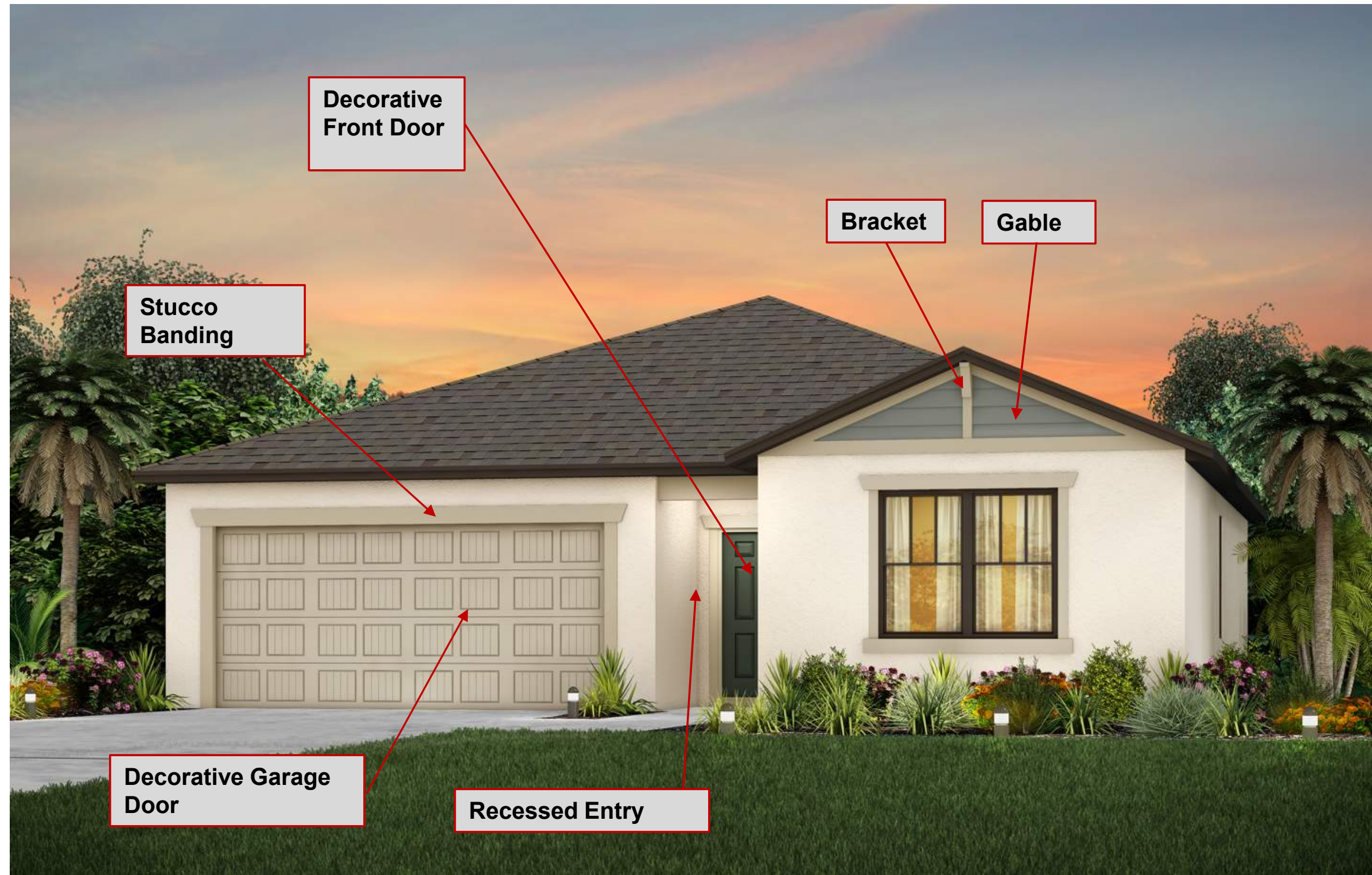
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3. Architectural Features:
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 - Sand Finish Stucco Banding
 - Eaves
 - 30 Year Architectural Shingles



40' Browning Elevation C1

Compliance:

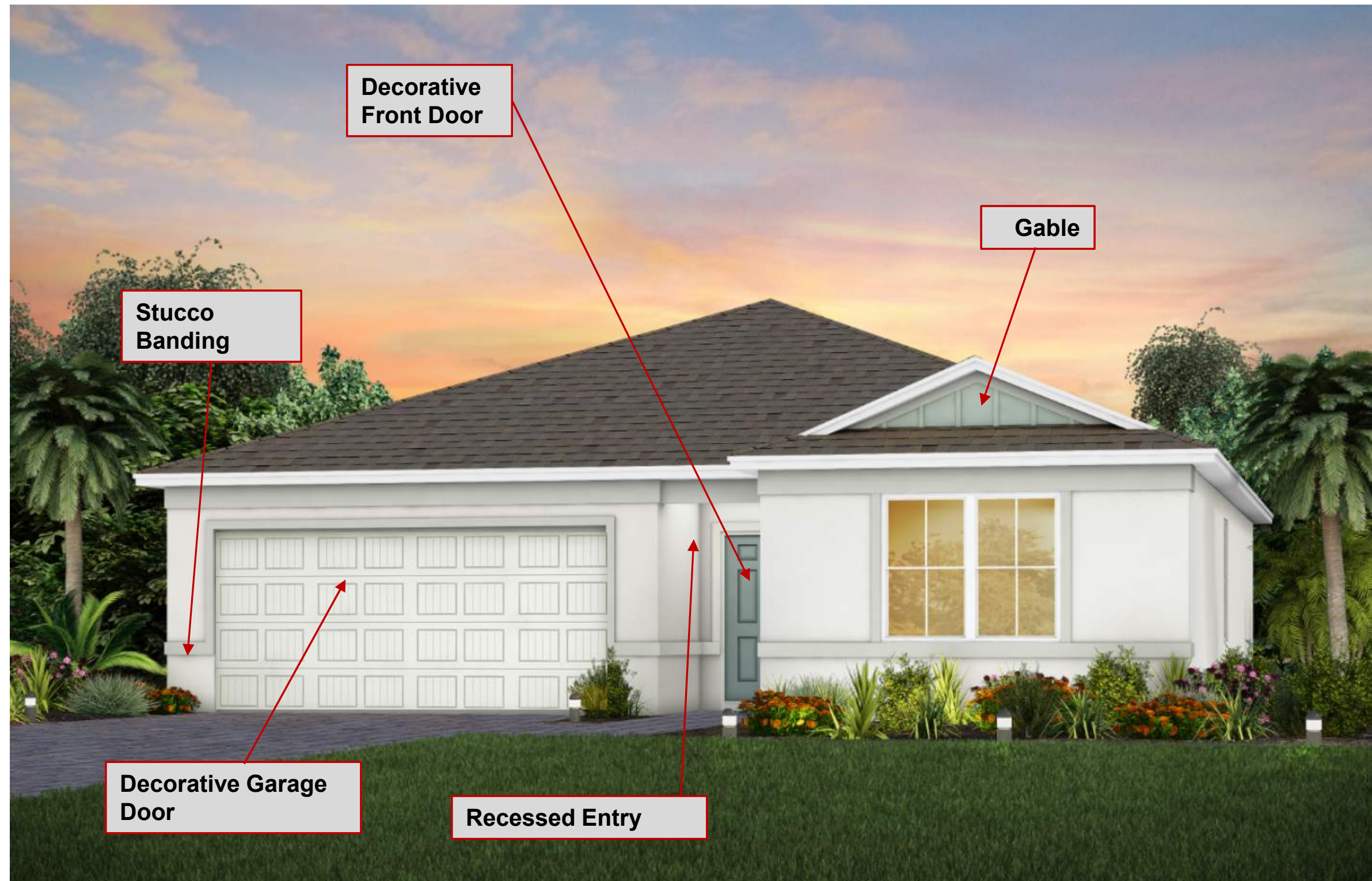
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2. Decorative 6 Panel Front Door
3. Architectural Features:
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 - Covered Entry
 - Sand Finish Stucco Banding
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 - Eaves
 - Decorative Bracket at Gable
 - Accent Lap Siding at Gable
 - 30 Year Architectural Shingles



40' Browning Elevation CO1

Compliance:

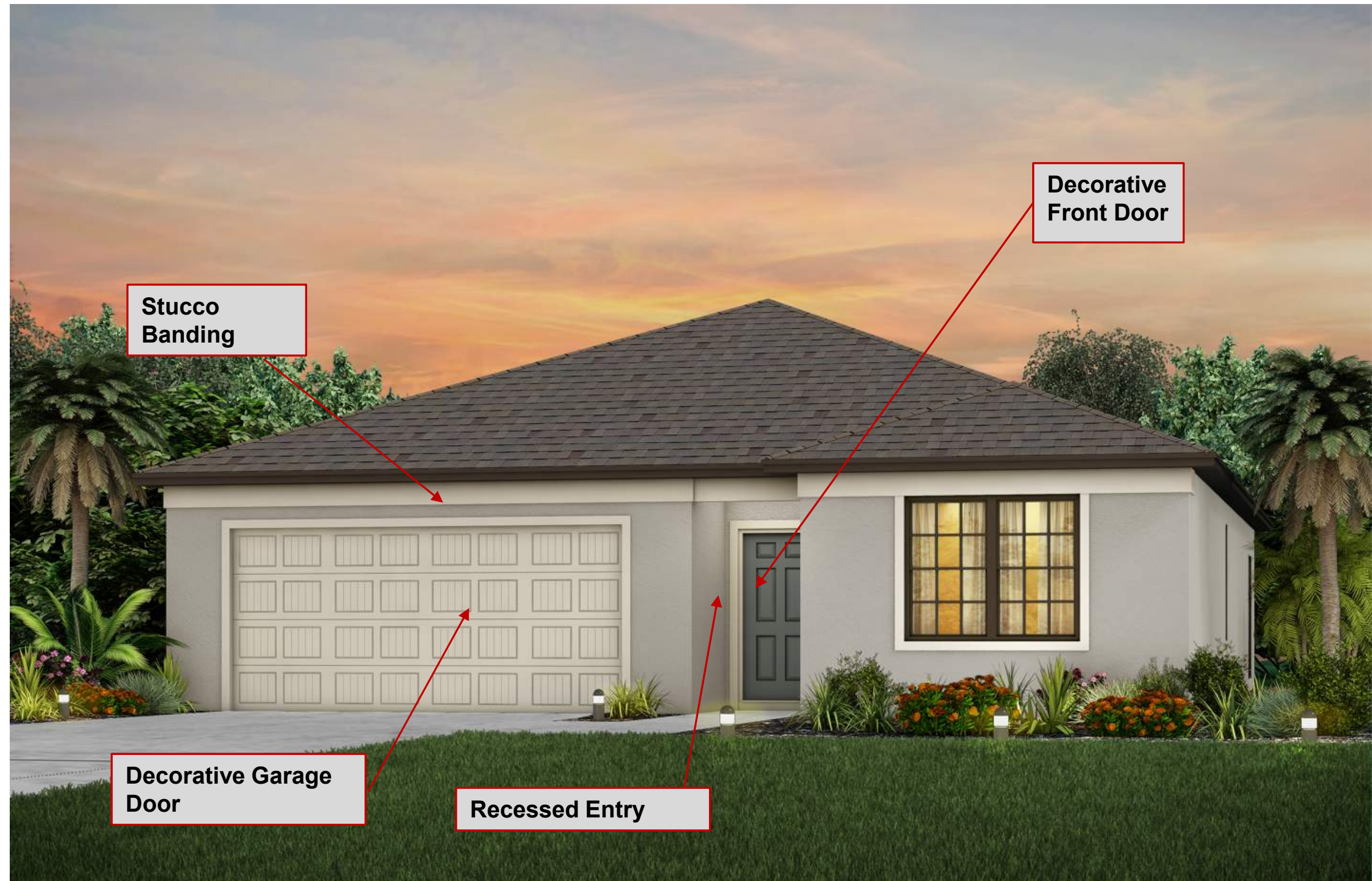
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 - Covered Entry
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 - Gable
 - Eaves
 - Accent Board and Batten Siding at Gable
 - 30 Year Architectural Shingles



40' Chapman Elevation FM1

Compliance:

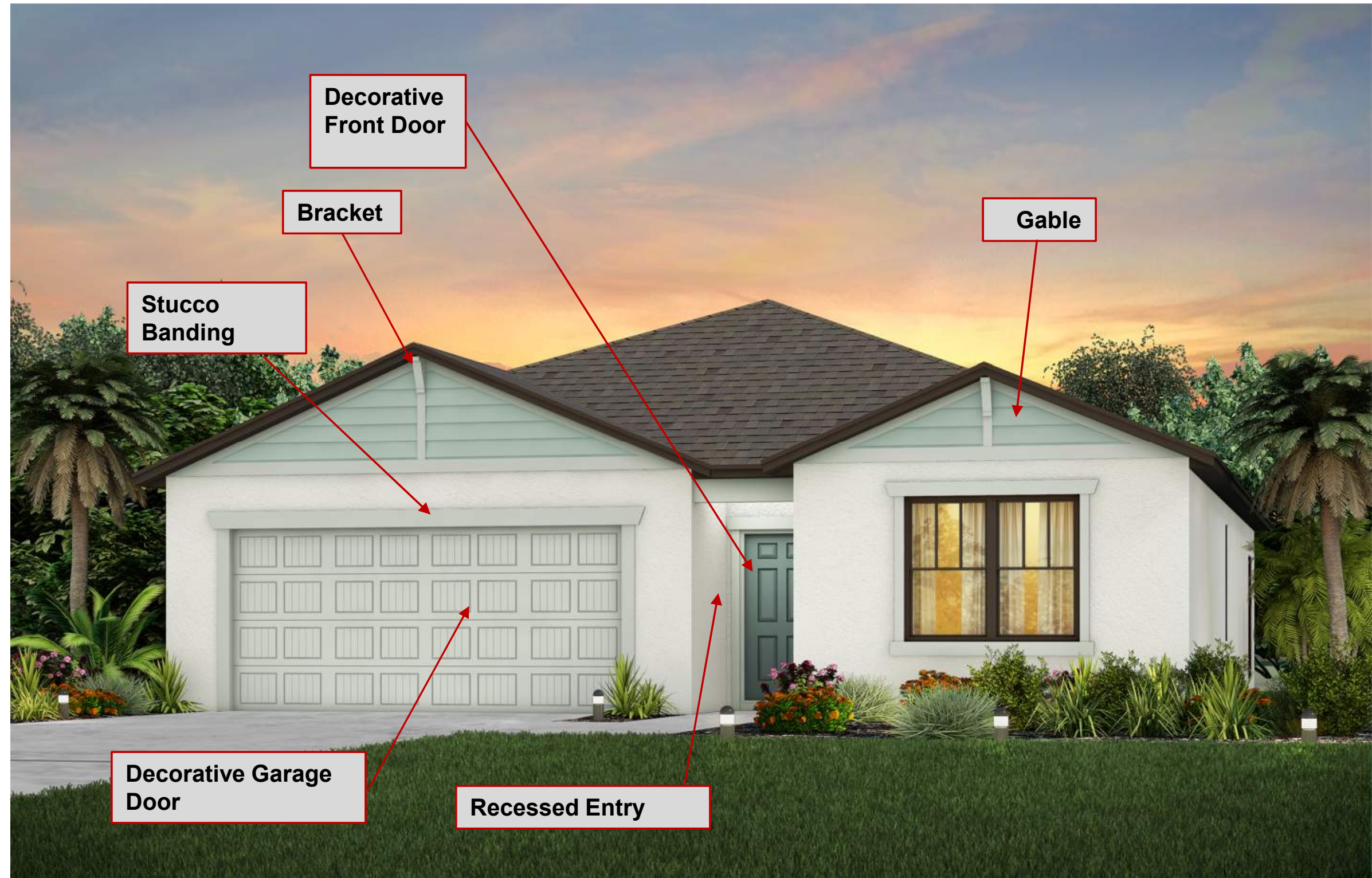
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2. Decorative 6 Panel Front Door
3. Architectural Features:
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 - Covered Entry
 - Sand Finish Stucco Banding
 - Eaves
 - 30 Year Architectural Shingles



40' Chapman Elevation C1

Compliance:

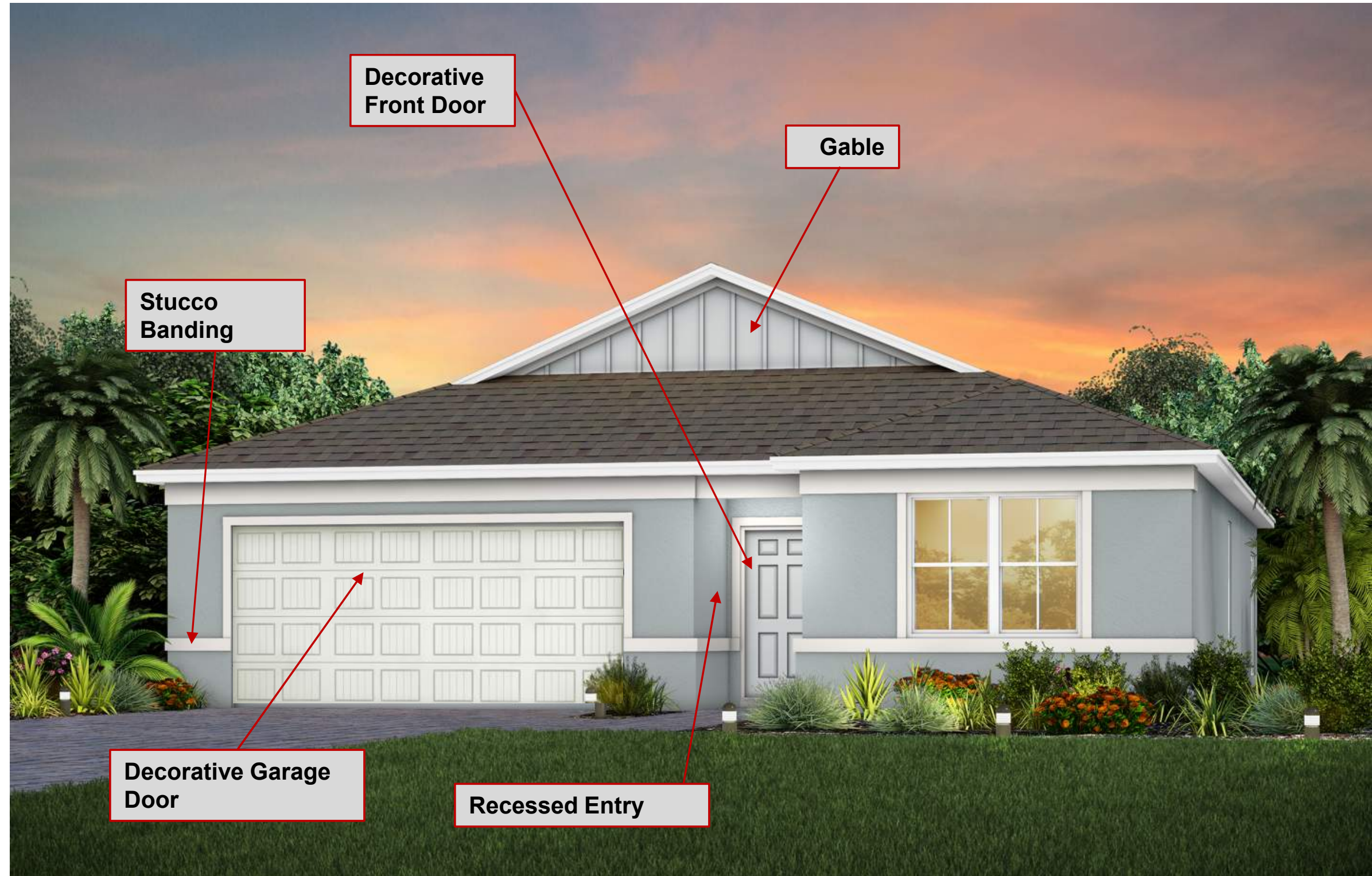
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2. Decorative 6 Panel Front Door
3. Architectural Features:
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 - Covered Entry
 - Sand Finish Stucco Banding
 - Gables
 - Eaves
 - Decorative Bracket at Gables
 - Accent Lap Siding at Gables
 - 30 Year Architectural Shingles



40' Chapman Elevation CO1

Compliance:

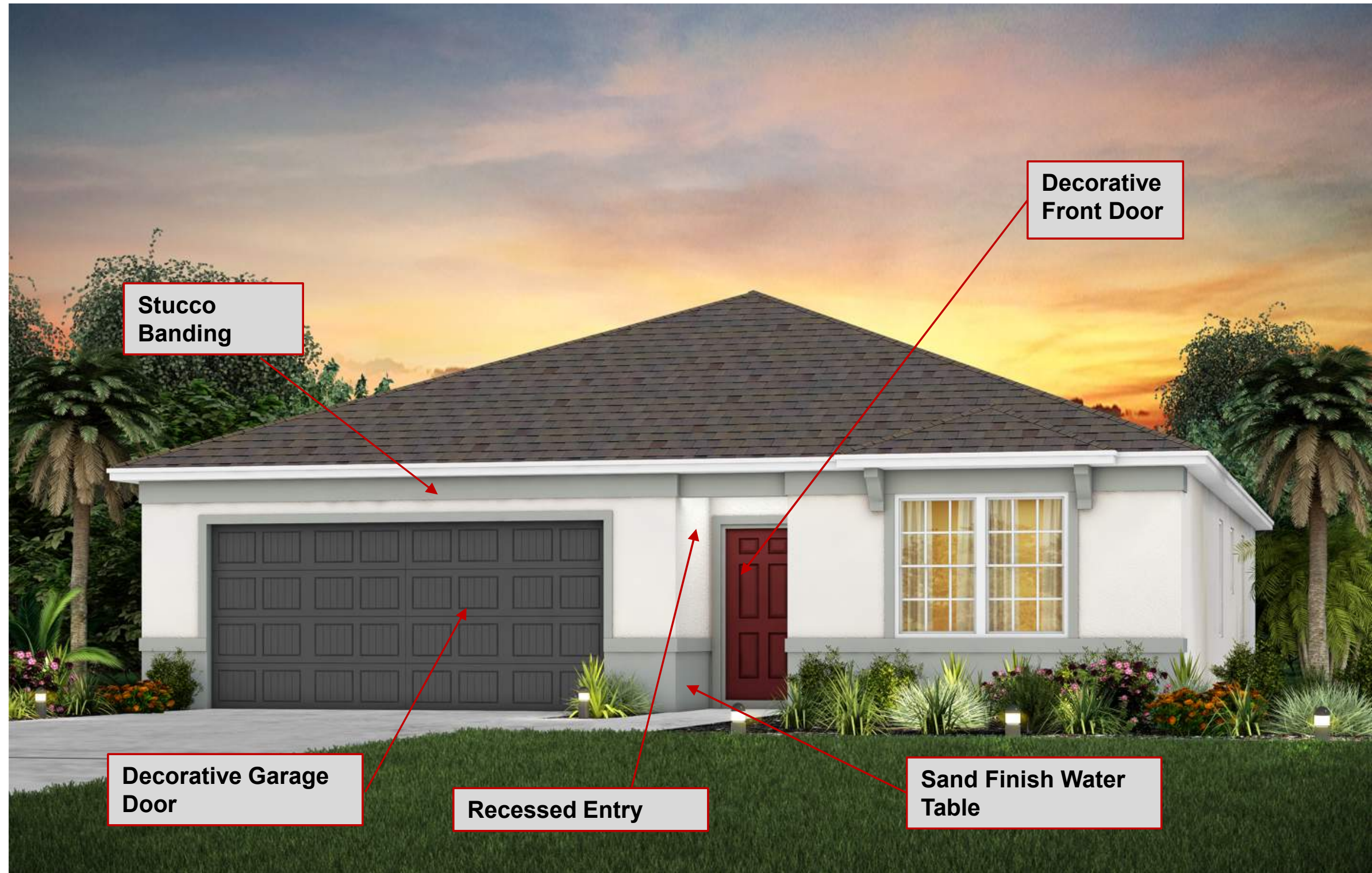
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2. Decorative 6 Panel Front Door
3. Architectural Features:
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 - Covered Entry
 - Sand Finish Stucco Banding
 - Gable
 - Eaves
 - Accent Board and Batten Siding at Gable
 - 30 Year Architectural Shingles



40' Hanover Elevation FM1

Compliance:

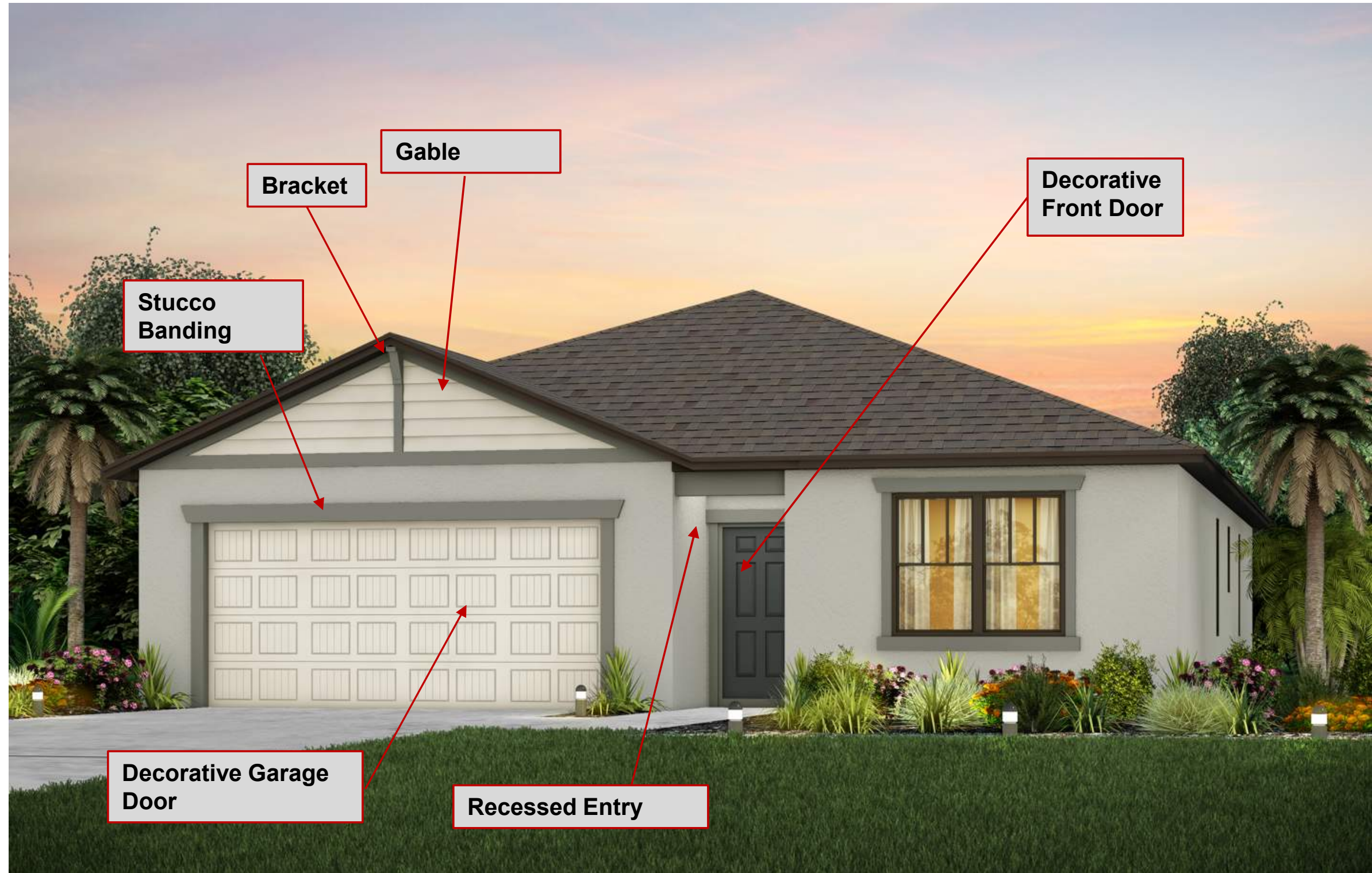
1. Decorative Garage Door
2. Decorative 6 Panel Front Door
3. Architectural Features:
 - Recessed Entry
 - Covered Entry
 - Eaves
 - Sand Finish Stucco Banding
 - Sand Finish Stucco Water Table
 - Decorative Brackets
 - 30 Year Architectural Shingles



40' Hanover Elevation C1

Compliance:

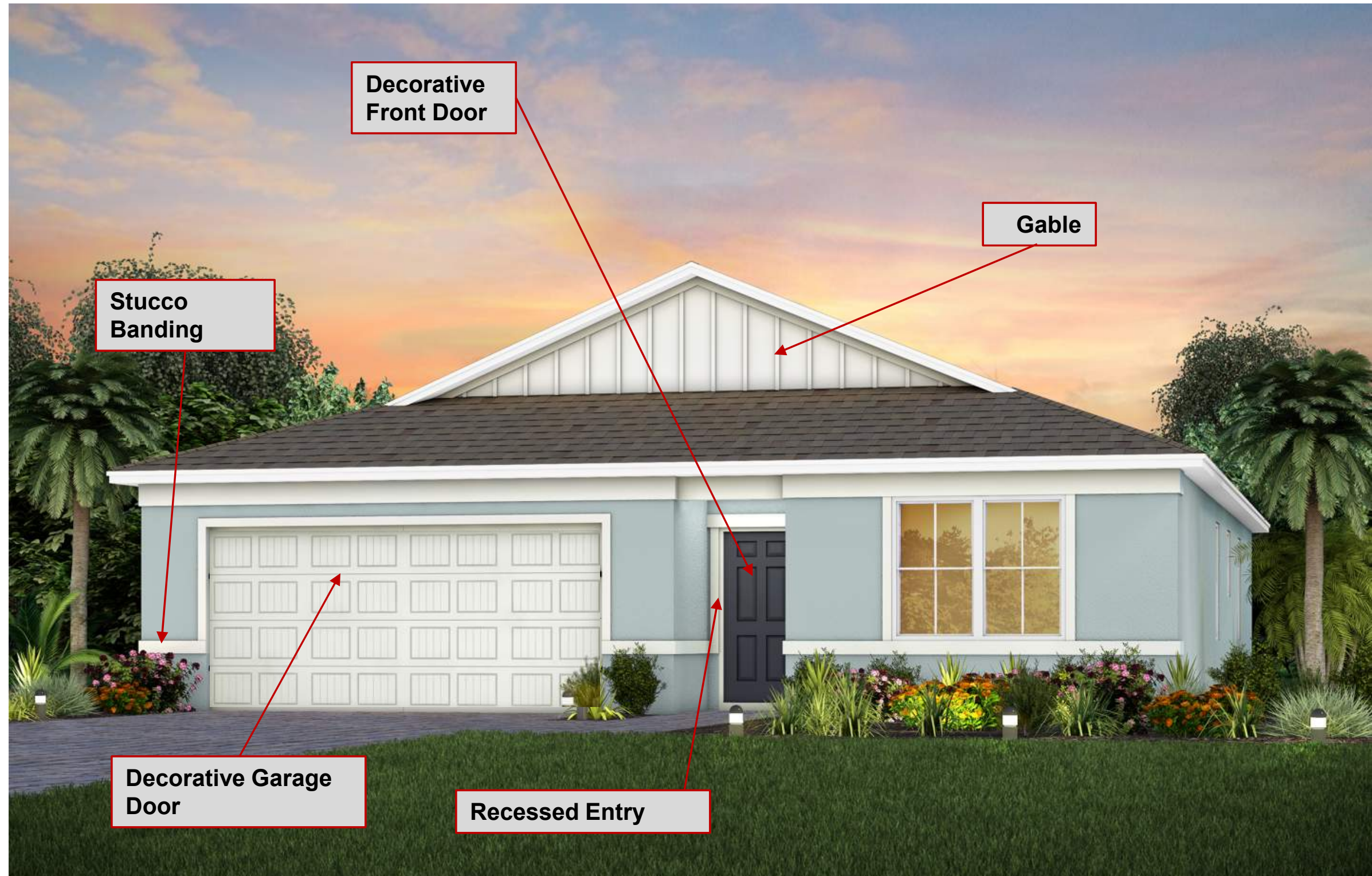
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2. Decorative 6 Panel Front Door
3. Architectural Features:
 - Recessed Entry
 - Covered Entry
 - Sand Finish Stucco Banding
 - Gable
 - Eaves
 - Decorative Bracket at Gable
 - Accent Lap Siding at Gable
 - 30 Year Architectural Shingles



40' Hanover Elevation CO1

Compliance:

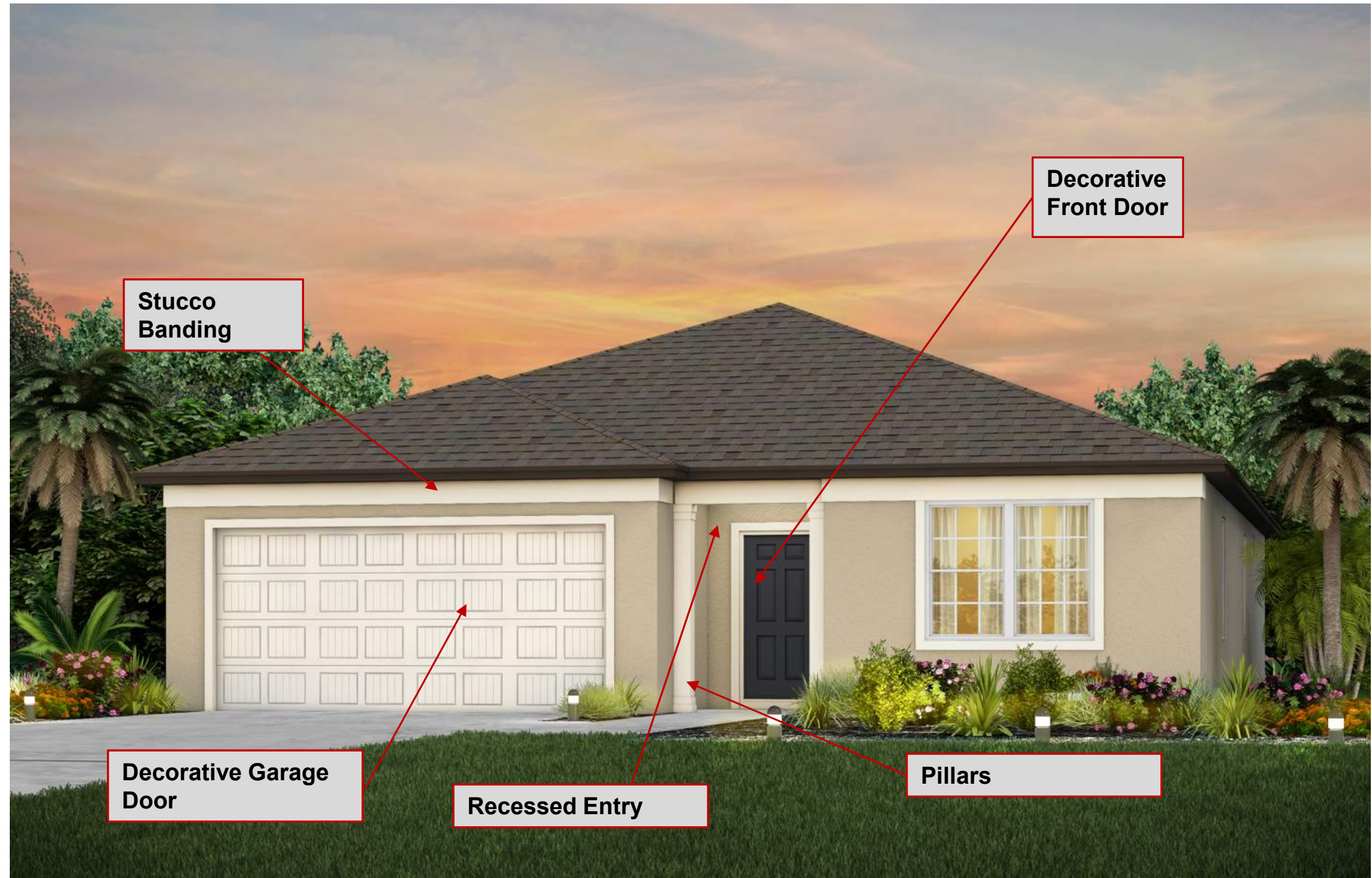
1. Decorative Garage Door
2. Decorative 6 Panel Front Door
3. Architectural Features:
 - Recessed Entry
 - Covered entry
 - Sand Finish Stucco Banding
 - Gable
 - Eaves
 - Accent Board and Batten Siding at Gable
 - 30 Year Architectural Shingles



40' Seabrook Elevation FM1

Compliance:

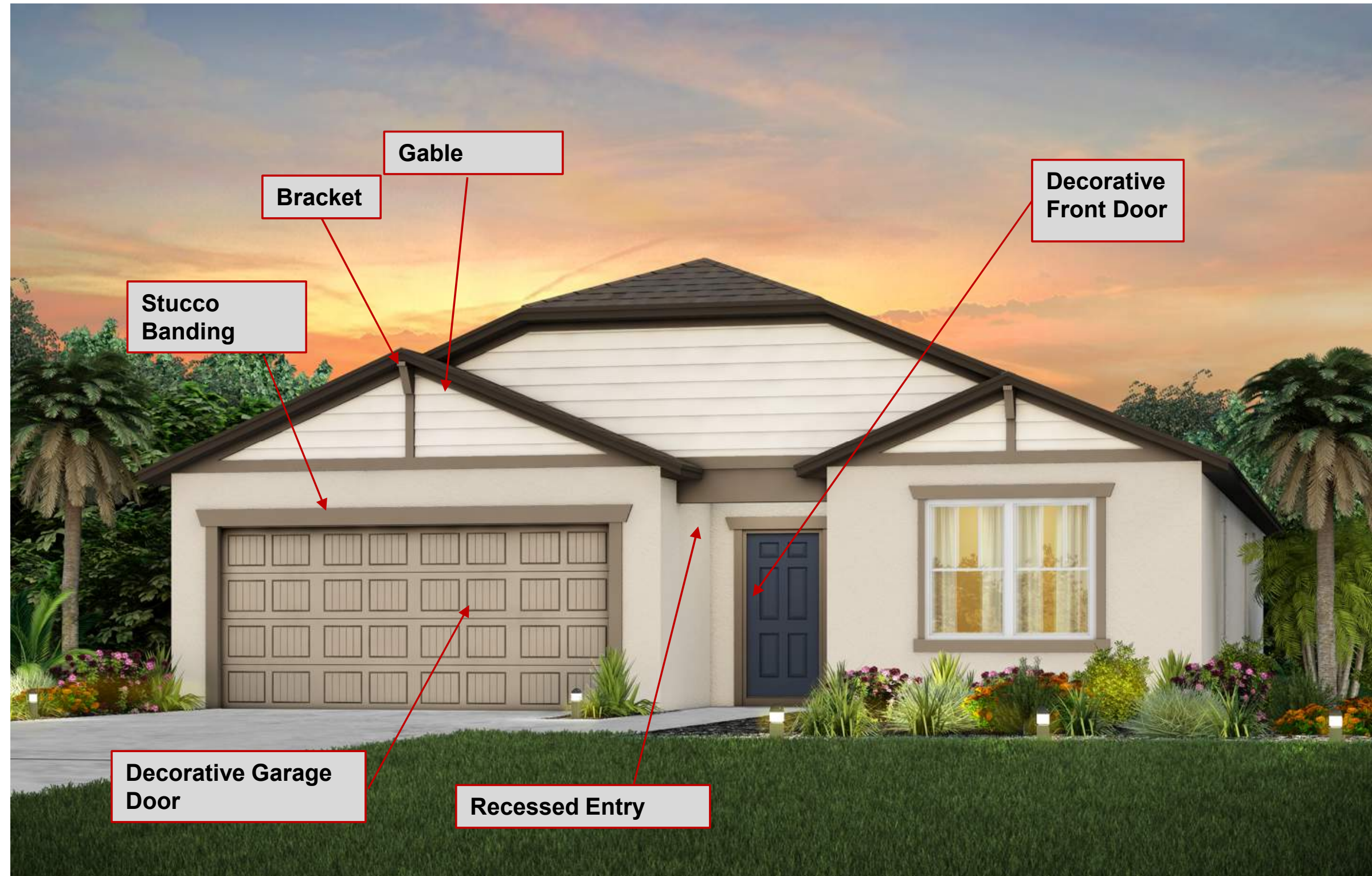
1. Decorative Garage Door
2. Decorative 6 Panel Front Door
3. Architectural Features:
 - Recessed Entry
 - Covered Entry
 - Eaves
 - Sand Finish Stucco Banding
 - Pillars (Sand Finish Stucco)
 - 30 Year Architectural Shingles



40' Seabrook Elevation C1

Compliance:

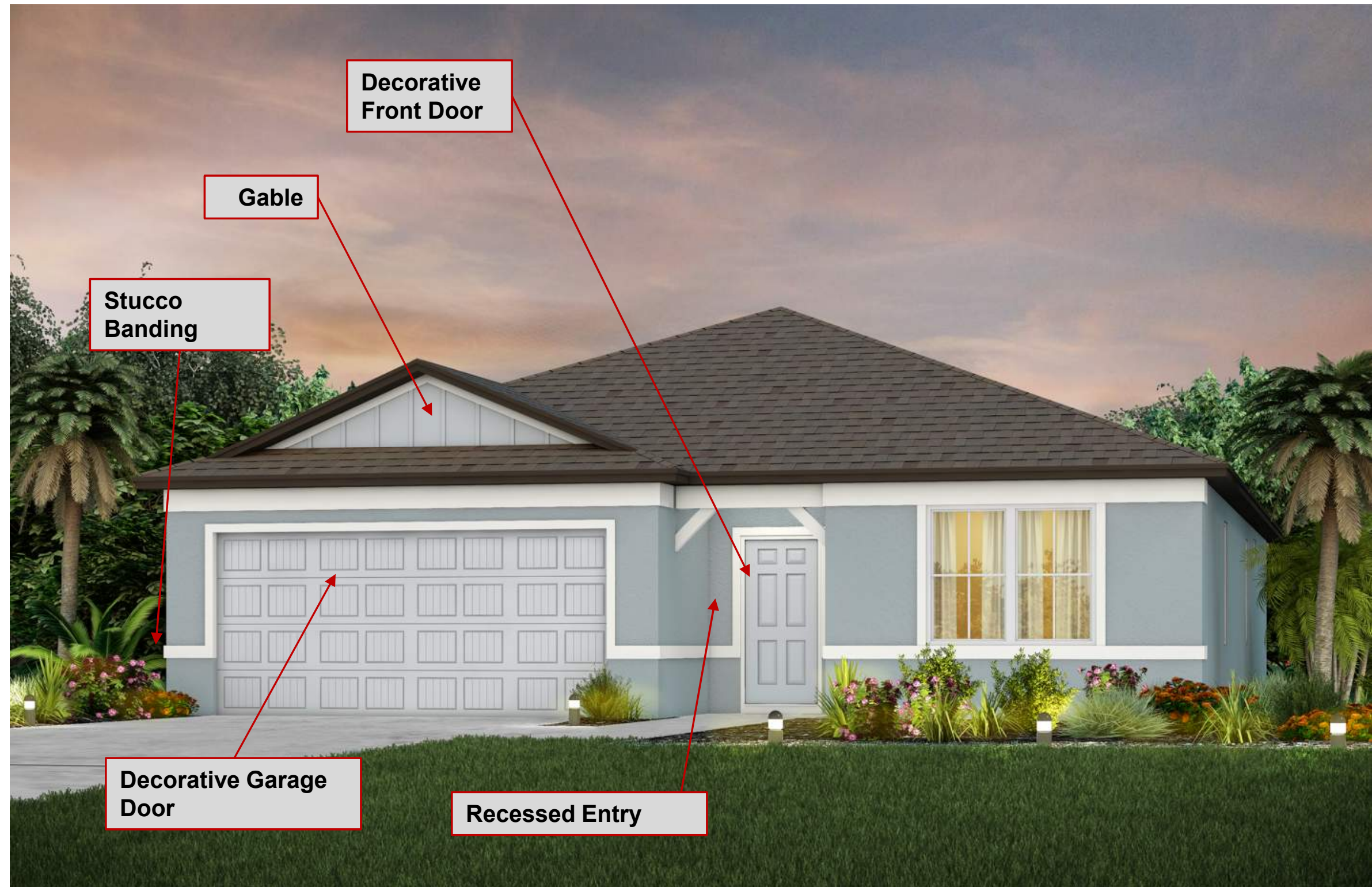
1. Decorative Garage Door
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 - Covered Entry
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 - Gables
 - Eaves
 - Decorative Bracket at Gables
 - Accent Lap Siding at Gables
 - 30 Year Architectural Shingles



40' Seabrook Elevation CO1

Compliance:

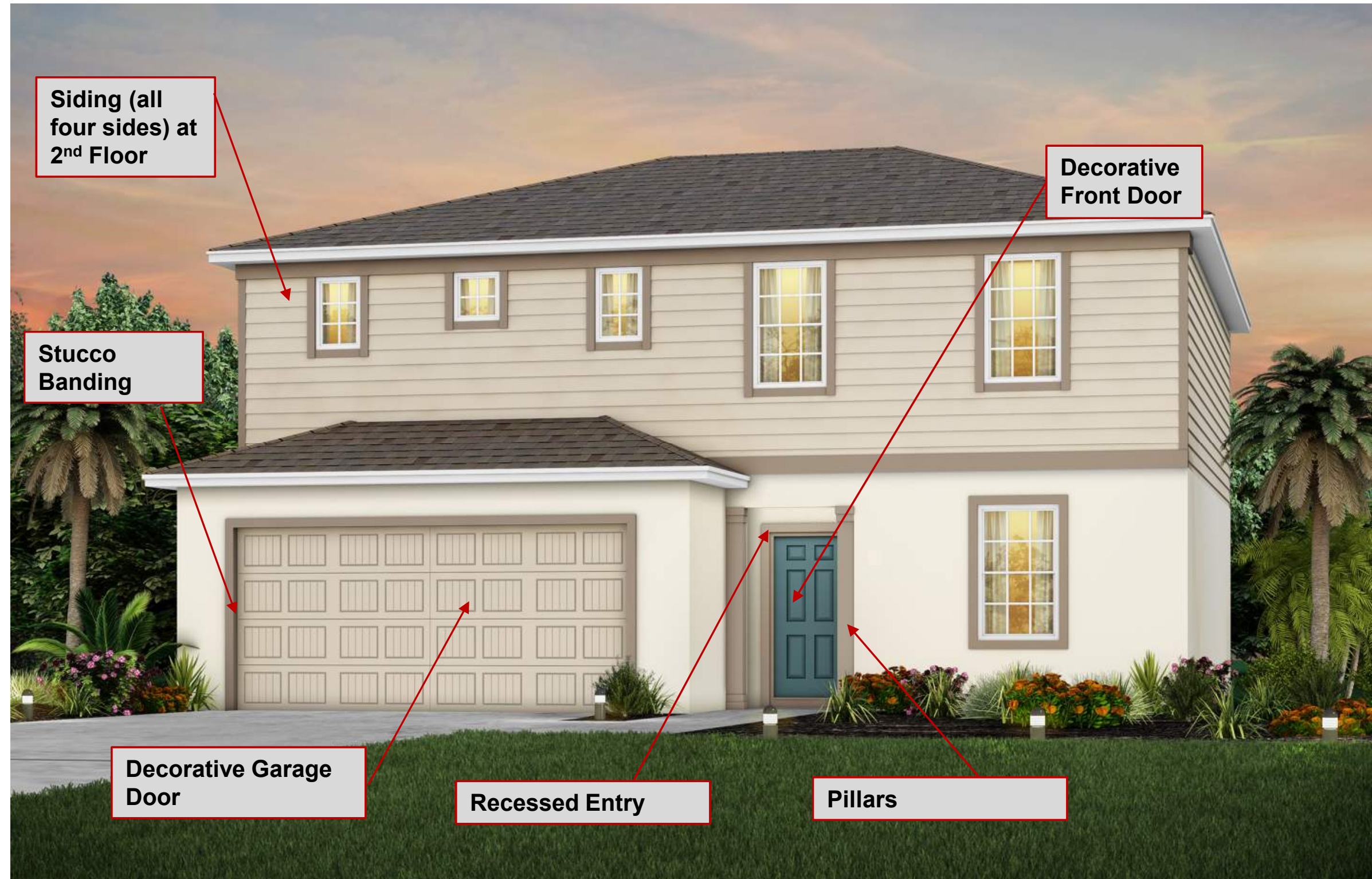
1. Decorative Garage Door
2. Decorative 6 Panel Front Door
3. Architectural Features:
 - Recessed Entry
 - Covered entry
 - Sand Finish Stucco Banding
 - Gable
 - Decorative Angle Brackets at Entry
 - Eaves
 - Accent Board and Batten Siding at Gable
 - 30 Year Architectural Shingles



40' Thompson Elevation FM1

Compliance:

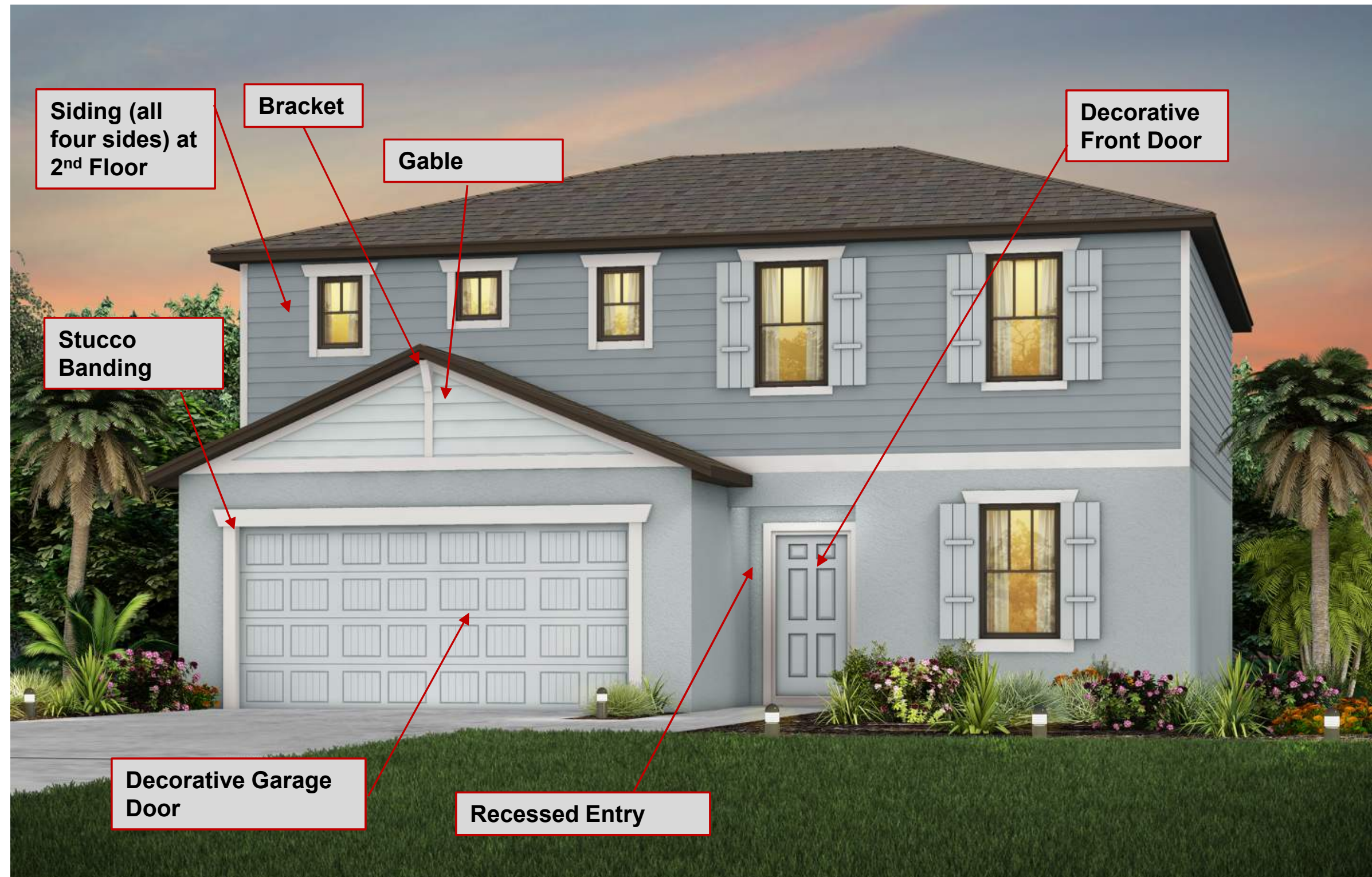
1. Decorative Garage Door
2. Decorative 6 Panel Front Door
3. Architectural Features:
 - Recessed Entry
 - Covered Entry
 - Eaves
 - Pillars (Sand Finish Stucco)
 - Sand Finish Stucco Banding & Cementitious Trim
 - 30 Year Architectural Shingles
 - Cementitious Siding at 2nd Floor



40' Thompson Elevation C1

Compliance:

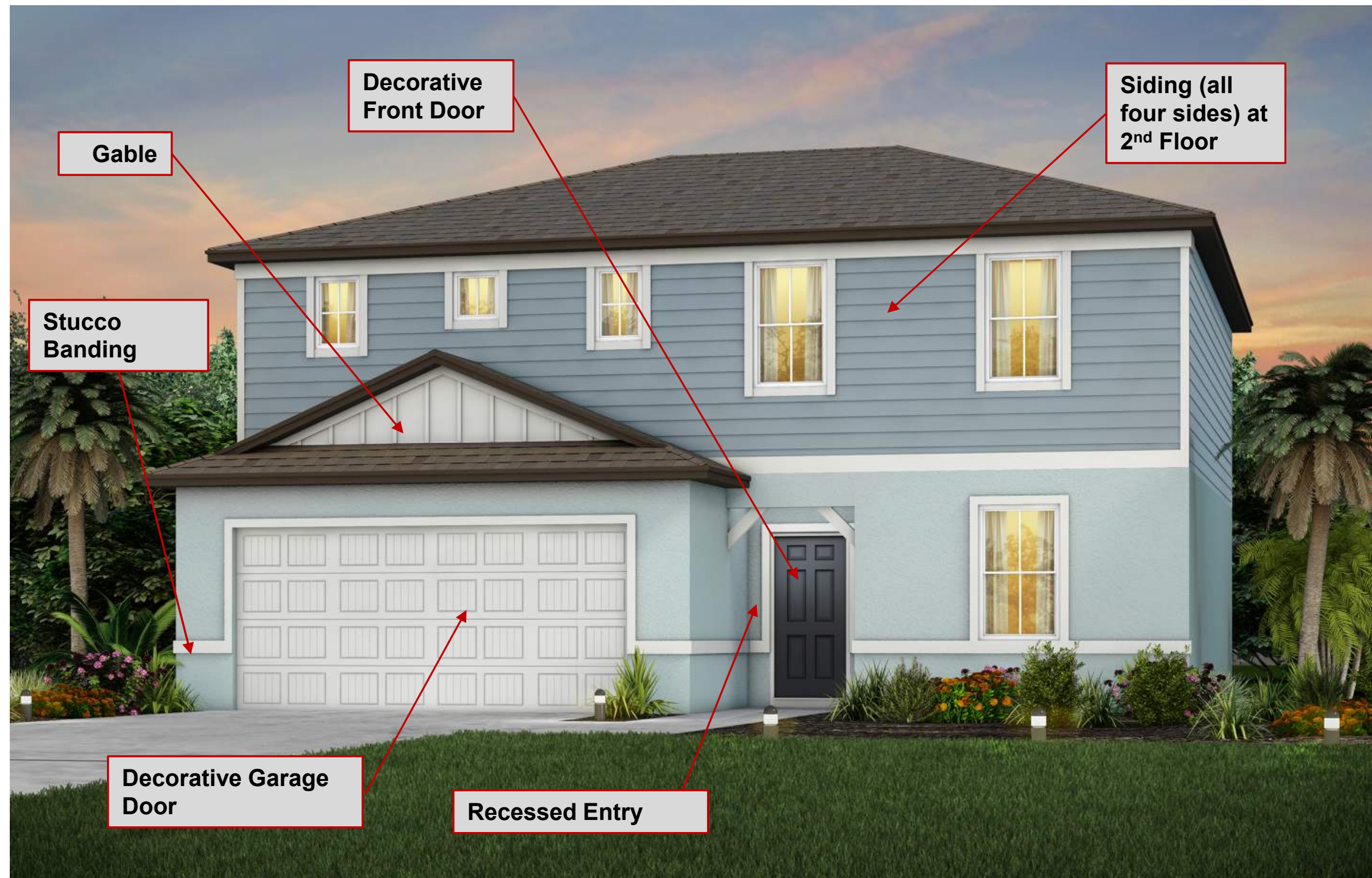
1. Decorative Garage Door
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 - Decorative Shutters
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 - Cementitious Siding at 2nd Floor



40' Thompson Elevation CO1

Compliance:

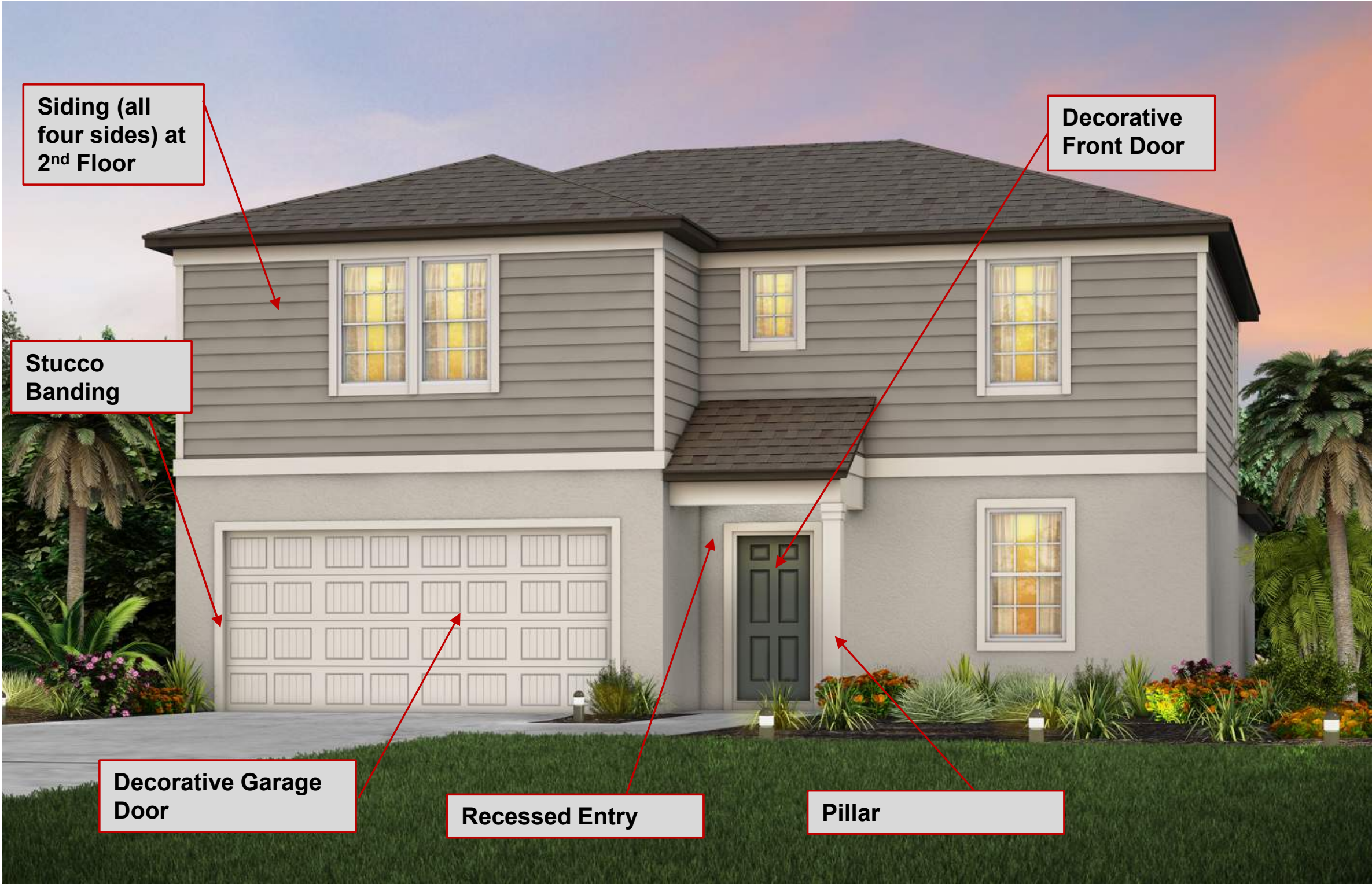
1. Decorative Garage Door
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 - Cementitious Siding at 2nd Floor



40' Wakefield
Elevation FM1

Compliance:

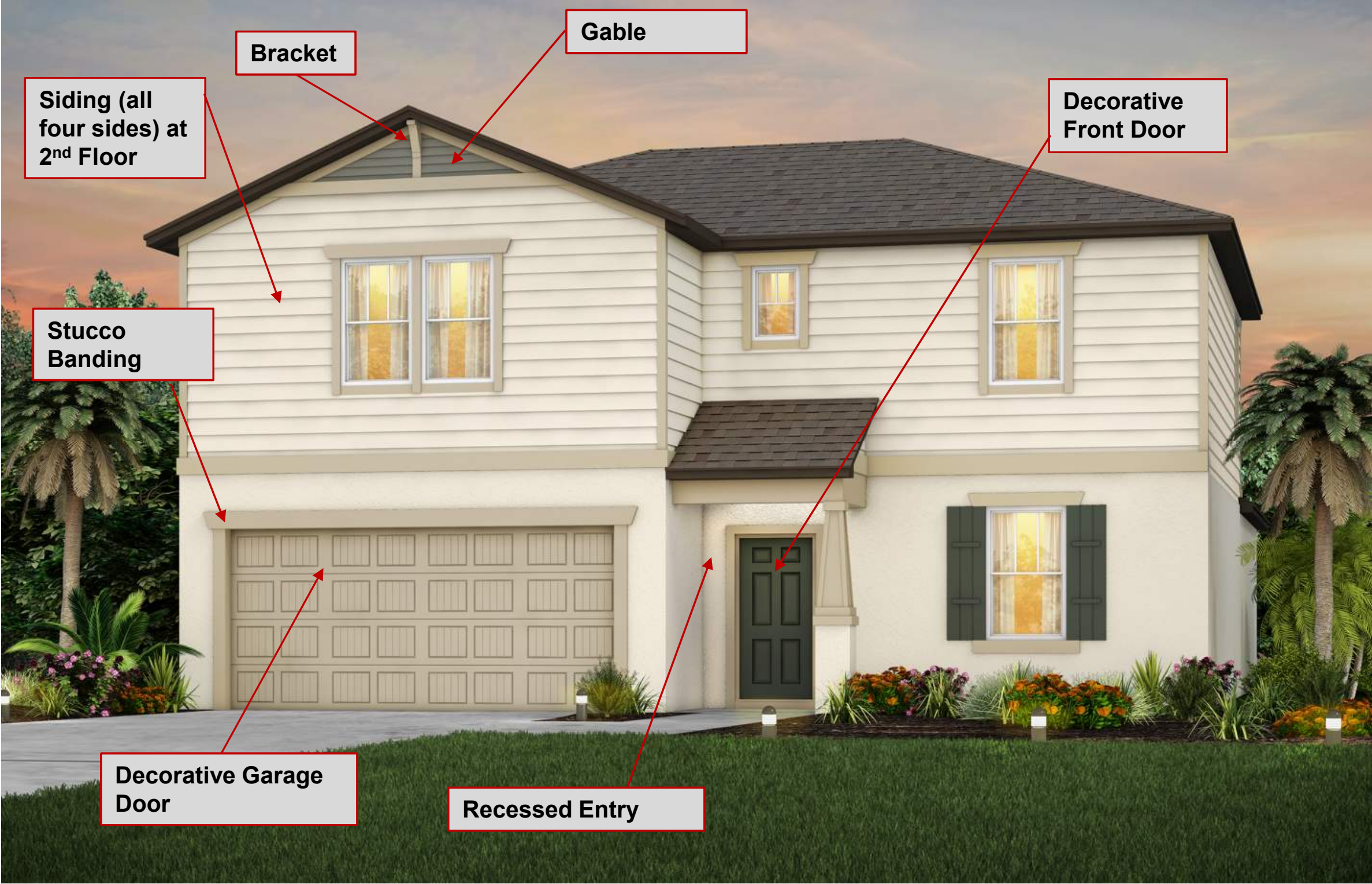
- 1. Decorative Garage Door
- 2. Decorative 6 Panel Front Door
- 3. Architectural Features:
 - Recessed Entry
 - Covered Entry
 - Pillar (Sand Finish Stucco)
 - Eaves
 - Sand Finish Stucco Banding & Cementitious Trim
 - 30 Year Architectural Shingles
 - Cementitious Siding at 2nd Floor



40' Wakefield
Elevation C1

Compliance:

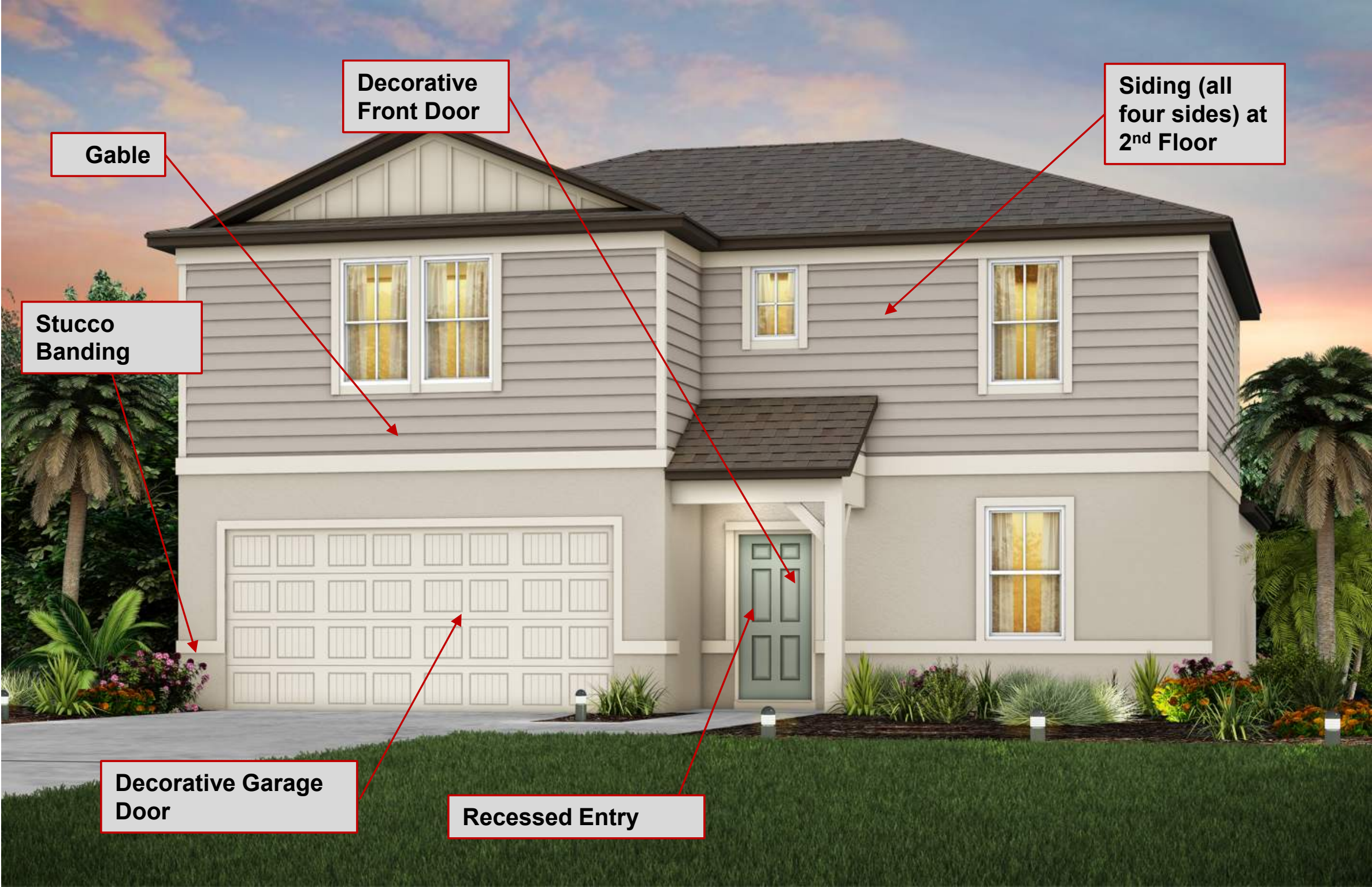
- 1. Decorative Garage Door
- 2. Decorative 3 Panel Front Door
- 3. Architectural Features:
 - Recessed Entry
 - Covered Entry
 - Sand Finish Stucco Banding & Cementitious Trim
 - Gable
 - Eaves
 - Pillar (Sand Finish Stucco on base)
 - Decorative Bracket at Gable
 - Decorative Shutters
 - Accent Lap Siding at Gable
 - 30 Year Architectural Shingles
 - Cementitious Siding at 2nd Floor



40' Wakefield
Elevation CO1

Compliance:

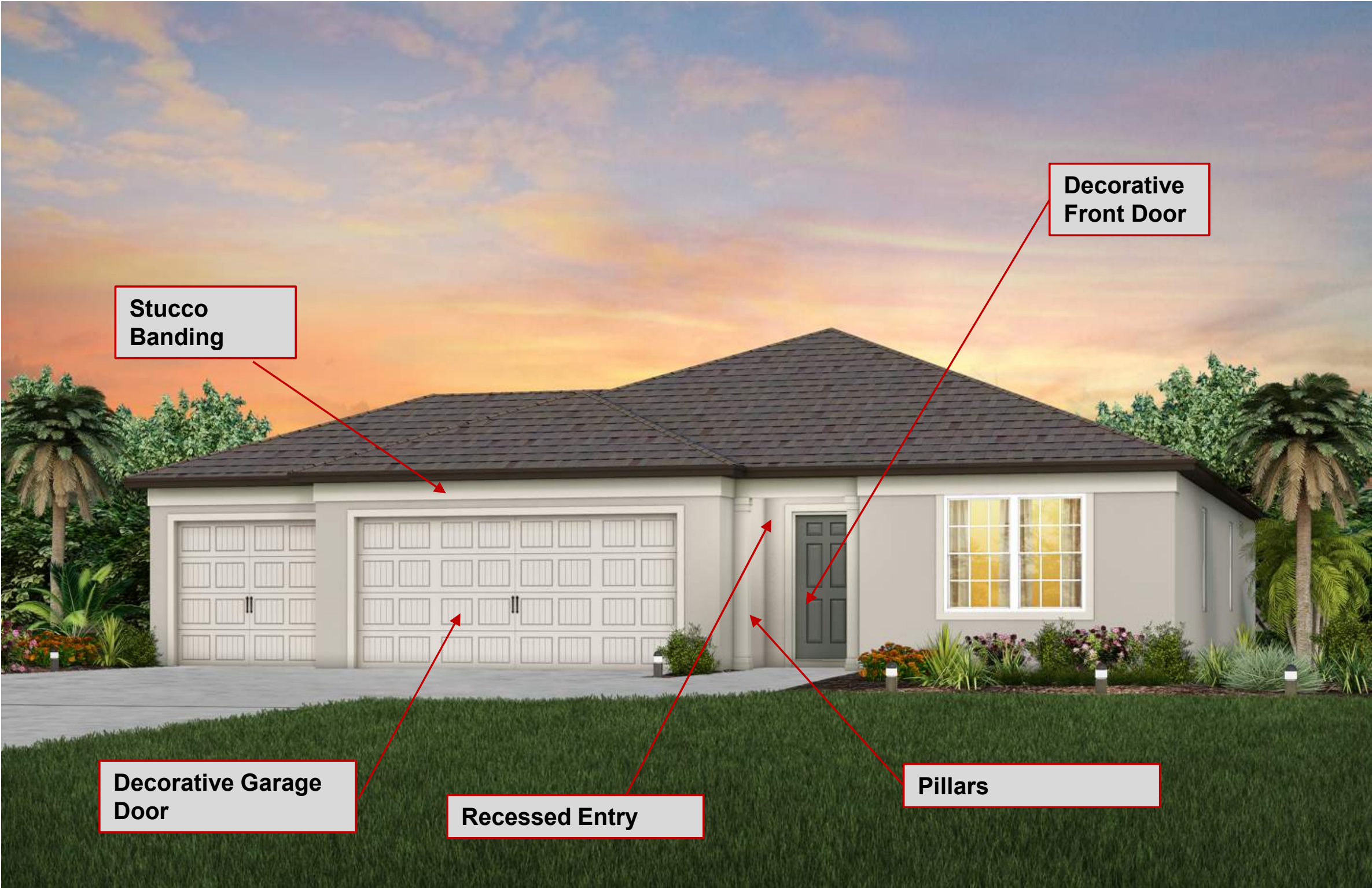
- 1. Decorative Garage
- 2. Decorative 6 Panel Front Door
- 3. Architectural Features:
 - Recessed Entry
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 - Pillar (Sand Finish Stucco)
 - Accent Board and Batten Siding at Gable
 - Decorative Angle Brackets at Entry
 - 30 Year Architectural Shingles
 - Cementitious Siding at 2nd Floor



50' Seabrook Select
Elevation FM1

Compliance:

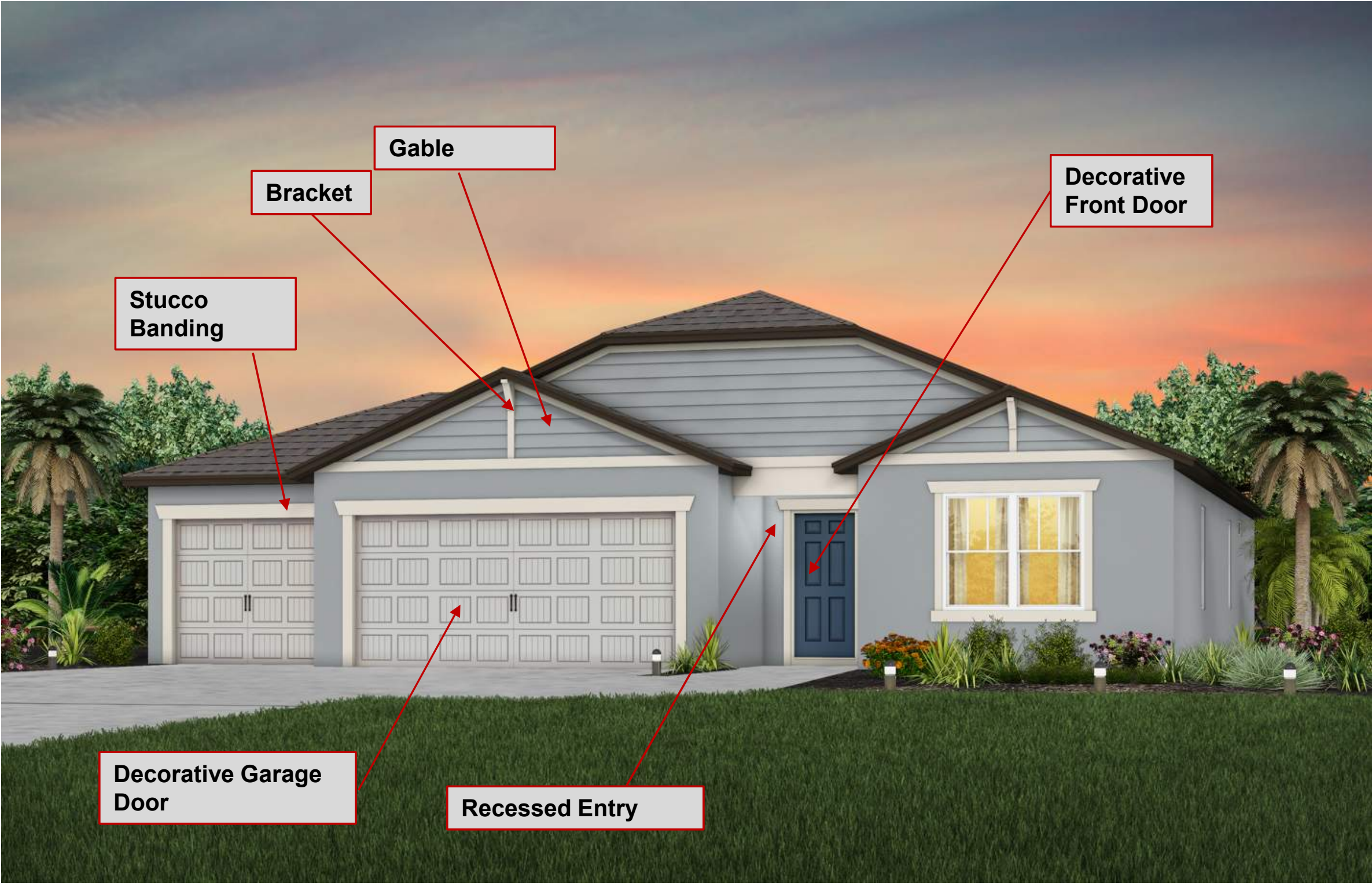
- 1. Decorative Garage Door
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 - Eaves
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 - Pillars (Sand Finish Stucco)
 - 30 Year Architectural Shingles



50' Seabrook Select
Elevation C1

Compliance:

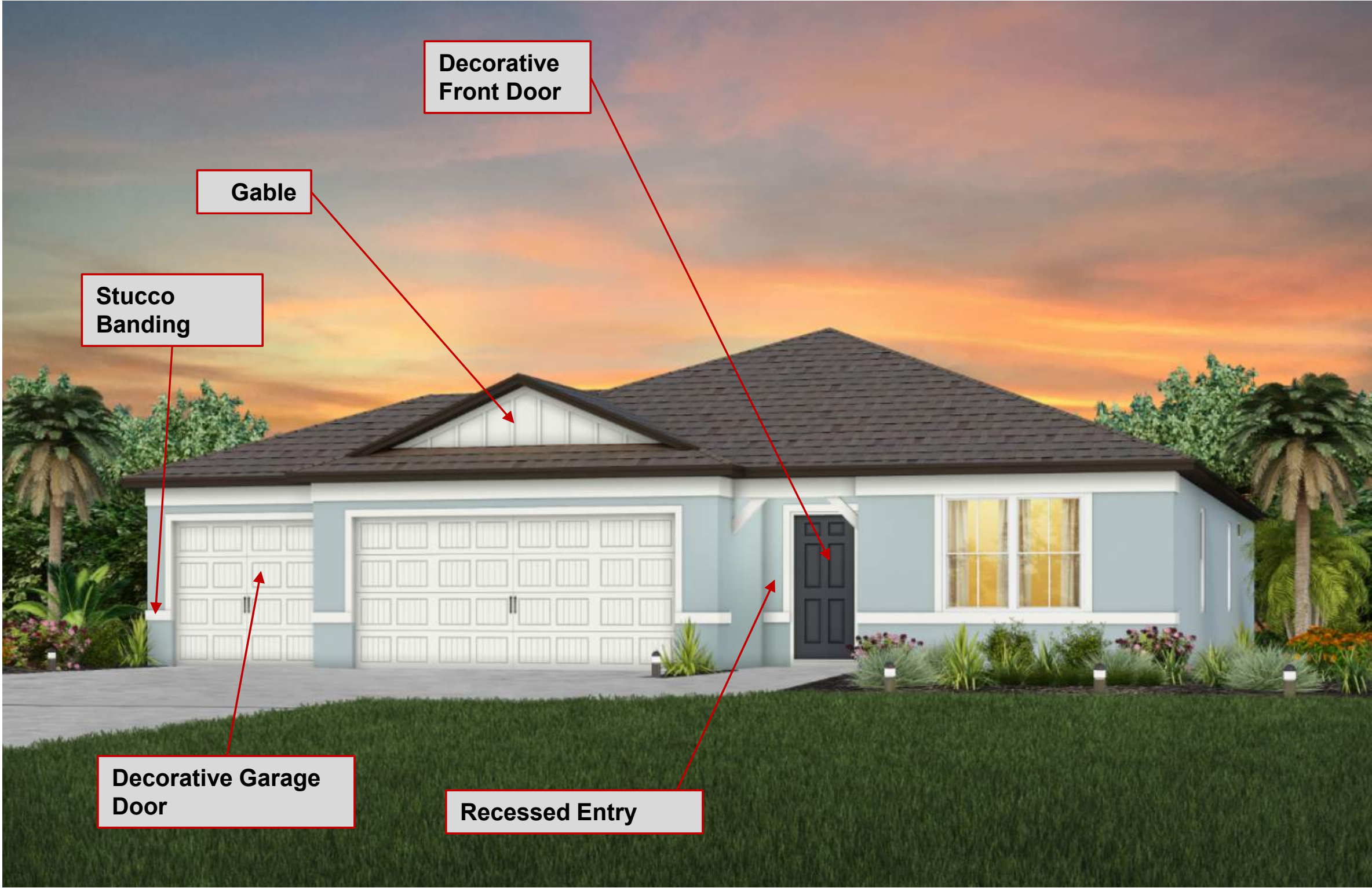
- 1. Decorative Garage Door
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 - Decorative Bracket at Gables
 - Accent Lap Siding at Gables
 - 30 Year Architectural Shingles



50' Seabrook Select
Elevation CO1

Compliance:

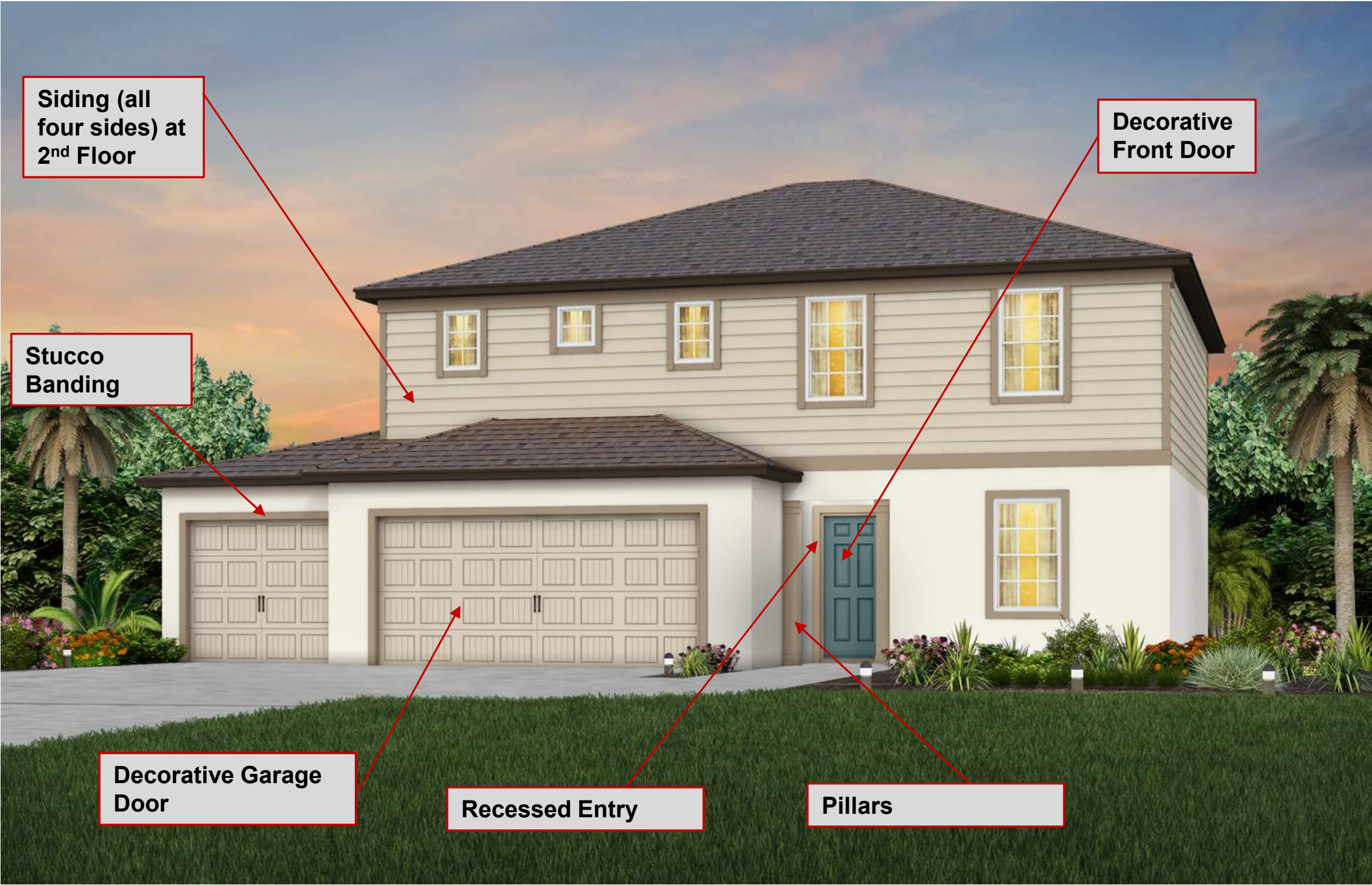
- 1. Decorative Garage Door
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- 3. Architectural Features:
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 - Gable
 - Decorative Angle Brackets at Entry
 - Eaves
 - Accent Board and Batten Siding at Gable
 - 30 Year Architectural Shingles



50' Thompson Select
Elevation FM1

Compliance:

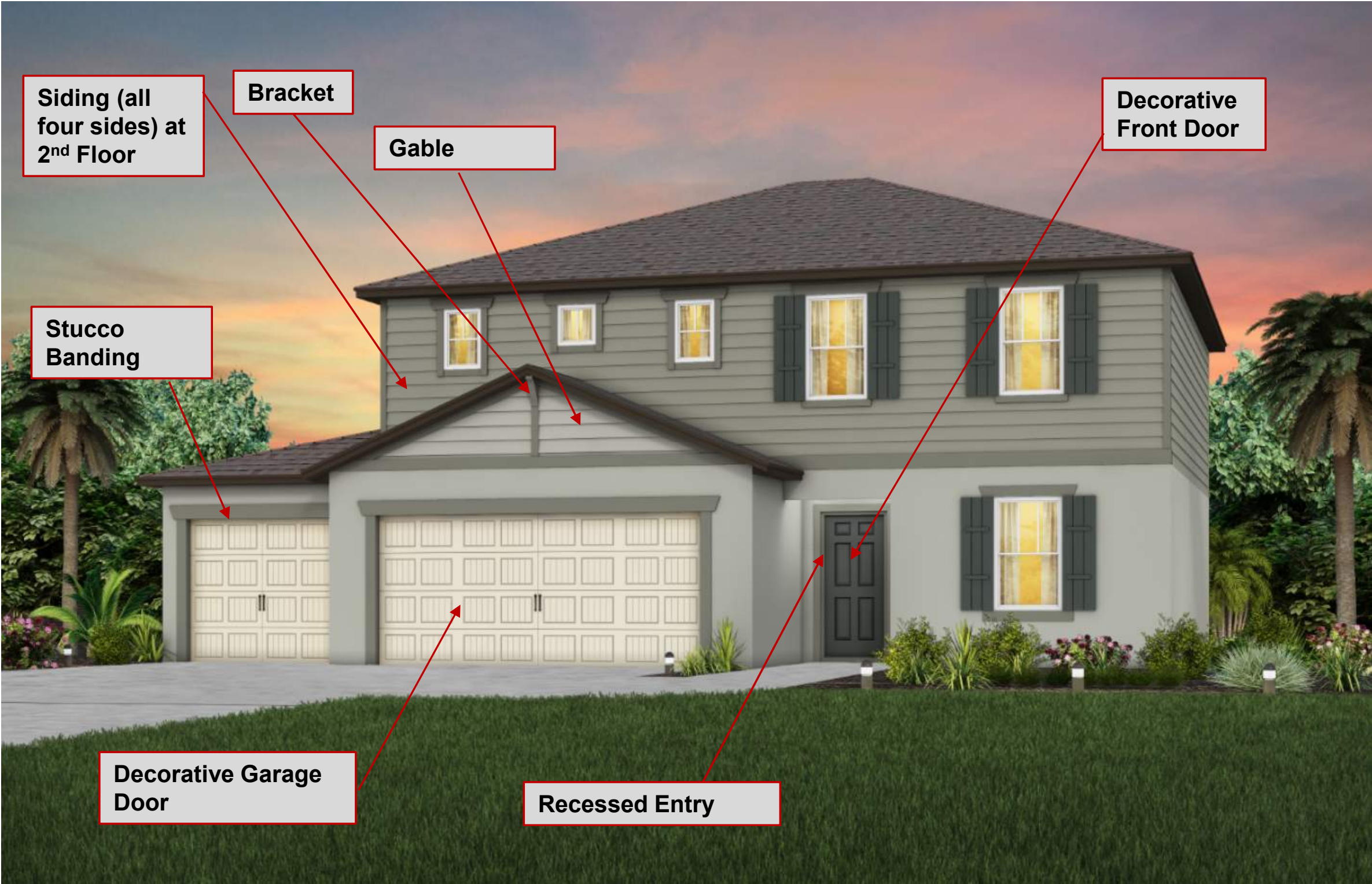
- 1. Decorative Garage Door
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 - Cementitious Siding at 2nd Floor



50' Thompson Select
Elevation C1

Compliance:

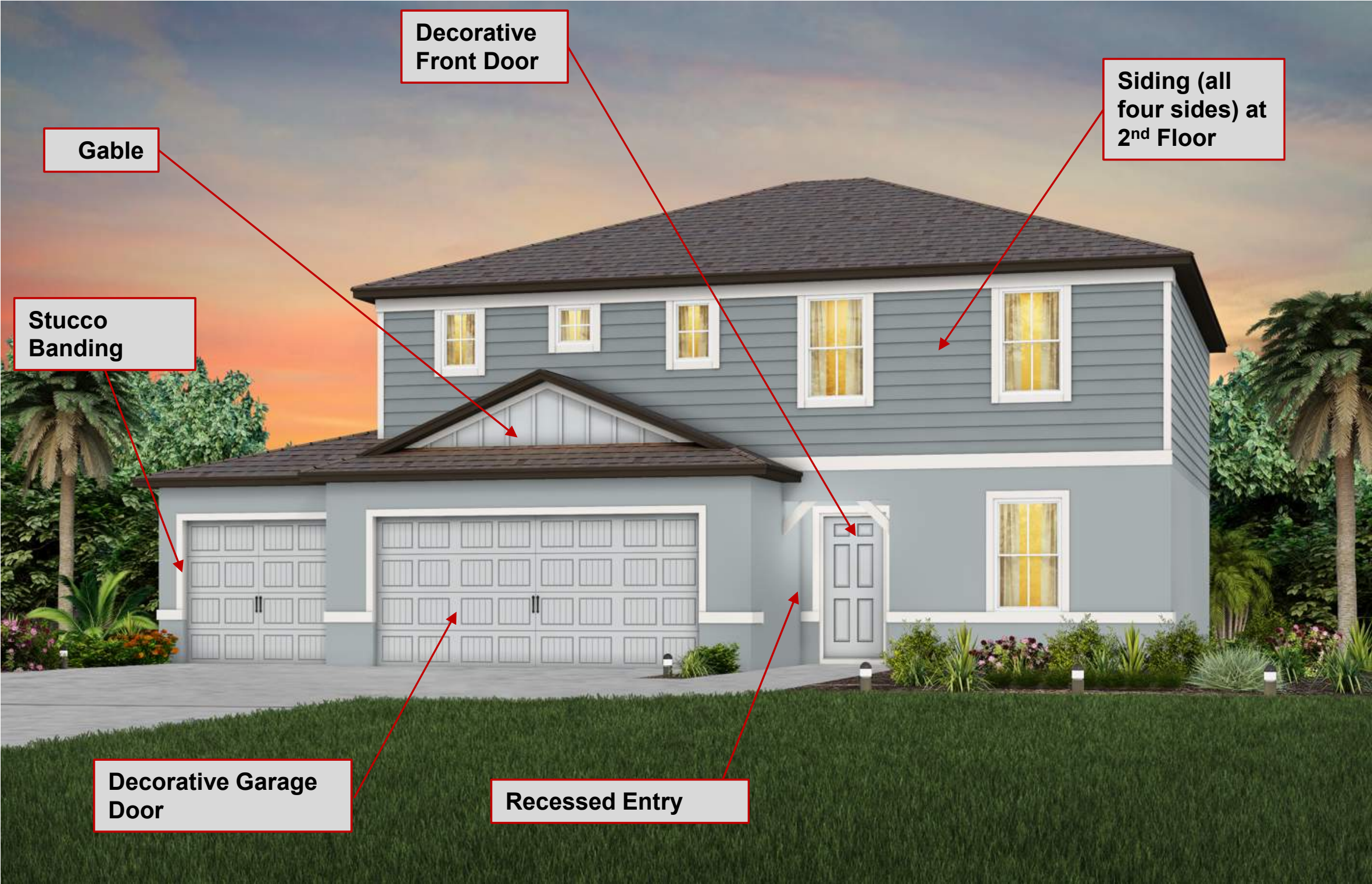
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 - Decorative Shutters
 - Accent Lap Siding at Gable
 - 30 Year Architectural Shingles
 - Cementitious Siding at 2nd Floor



50' Thompson Select
Elevation CO1

Compliance:

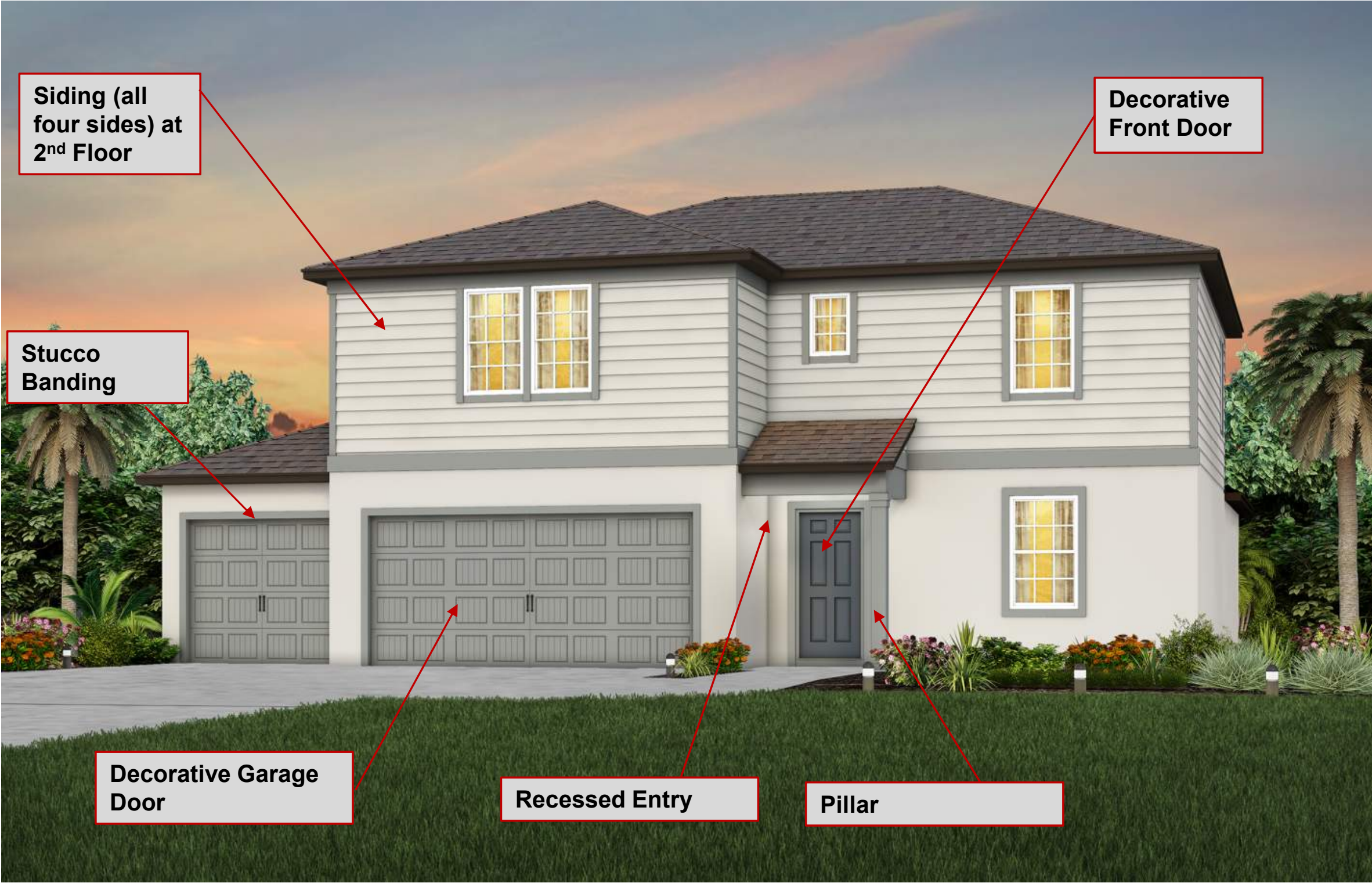
- 1. Decorative Garage Door
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 - Eaves
 - Accent Board and Batten Siding at Gable
 - Decorative Angle Brackets at Entry
 - 30 Year Architectural Shingles
 - Cementitious Siding at 2nd Floor



50' Wakefield Select
Elevation FM1

Compliance:

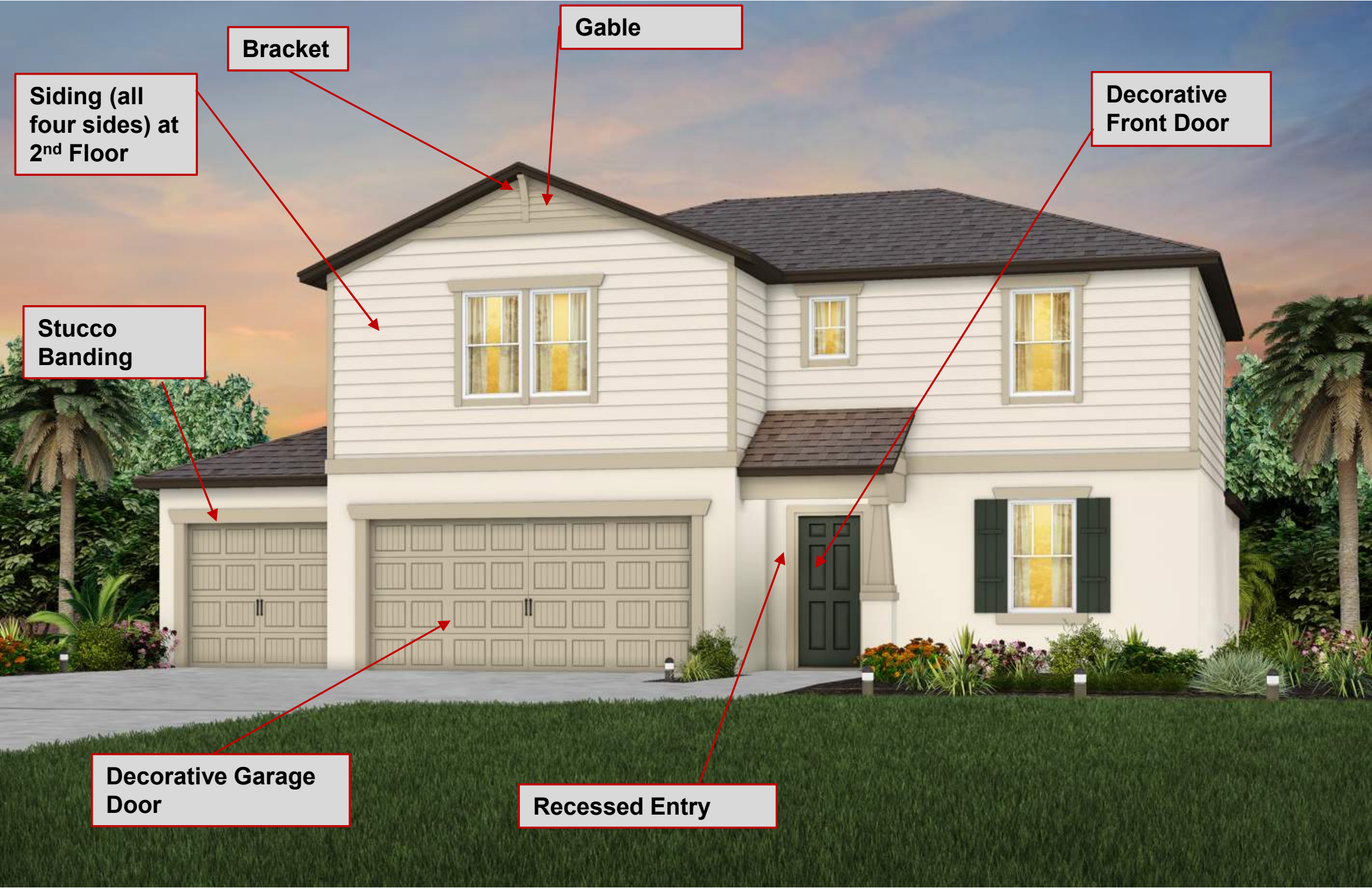
- 1. Decorative Garage Door
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- 3. Architectural Features:
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 - Pillar (Sand Finish Stucco)
 - Eaves
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 - Cementitious Siding at 2nd Floor



50' Wakefield Select
Elevation C1

Compliance:

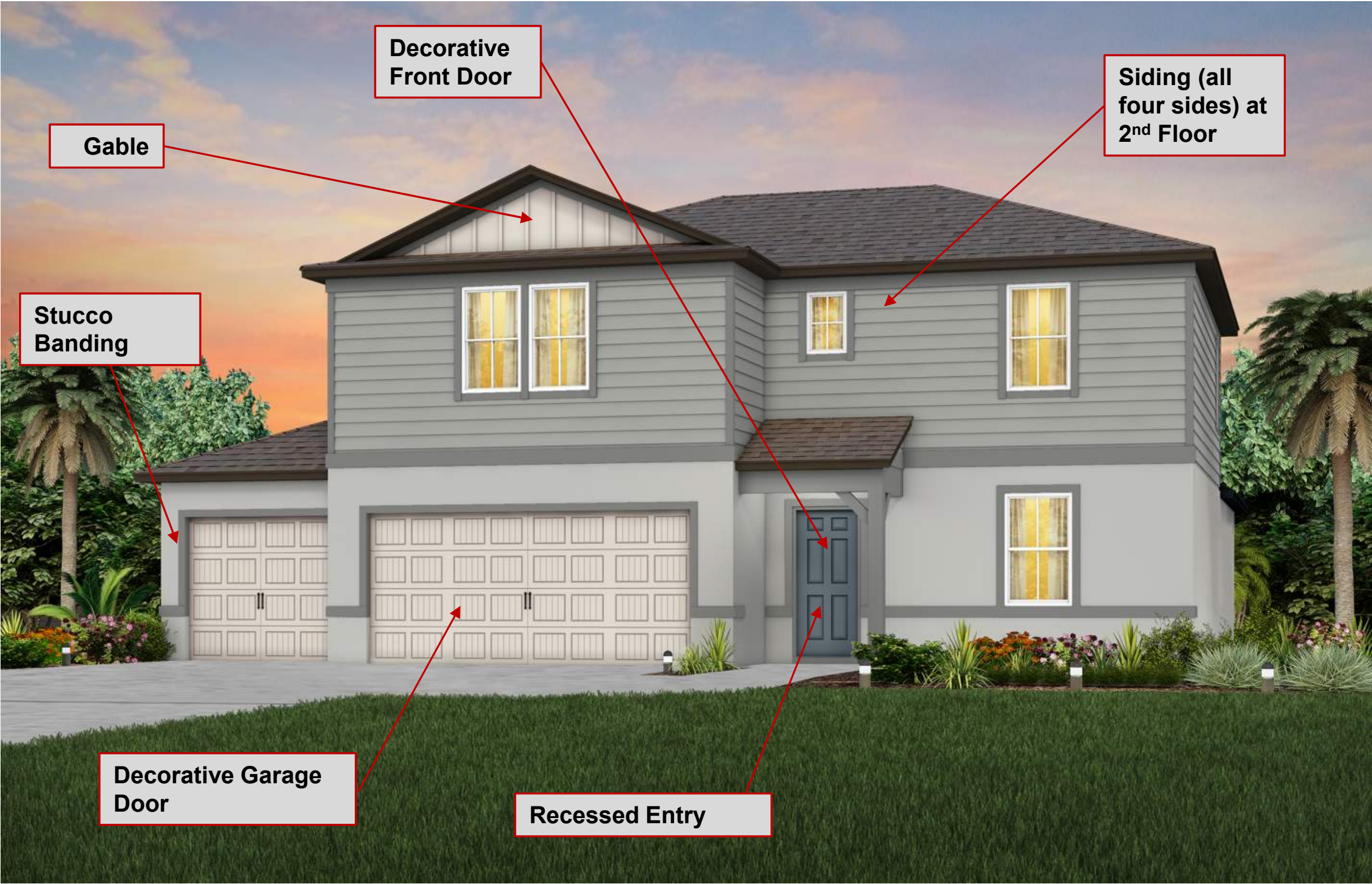
- 1. Decorative Garage Door
- 2. Decorative 3 Panel Front Door
- 3. Architectural Features:
 - Recessed Entry
 - Covered Entry
 - Sand Finish Stucco Banding & Cementitious Trim
 - Gable
 - Eaves
 - Pillar (Sand Finish Stucco on base)
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 - Decorative Shutters
 - Accent Lap Siding at Gable
 - 30 Year Architectural Shingles
 - Cementitious Siding at 2nd Floor



50' Wakefield Select
Elevation CO1

Compliance:

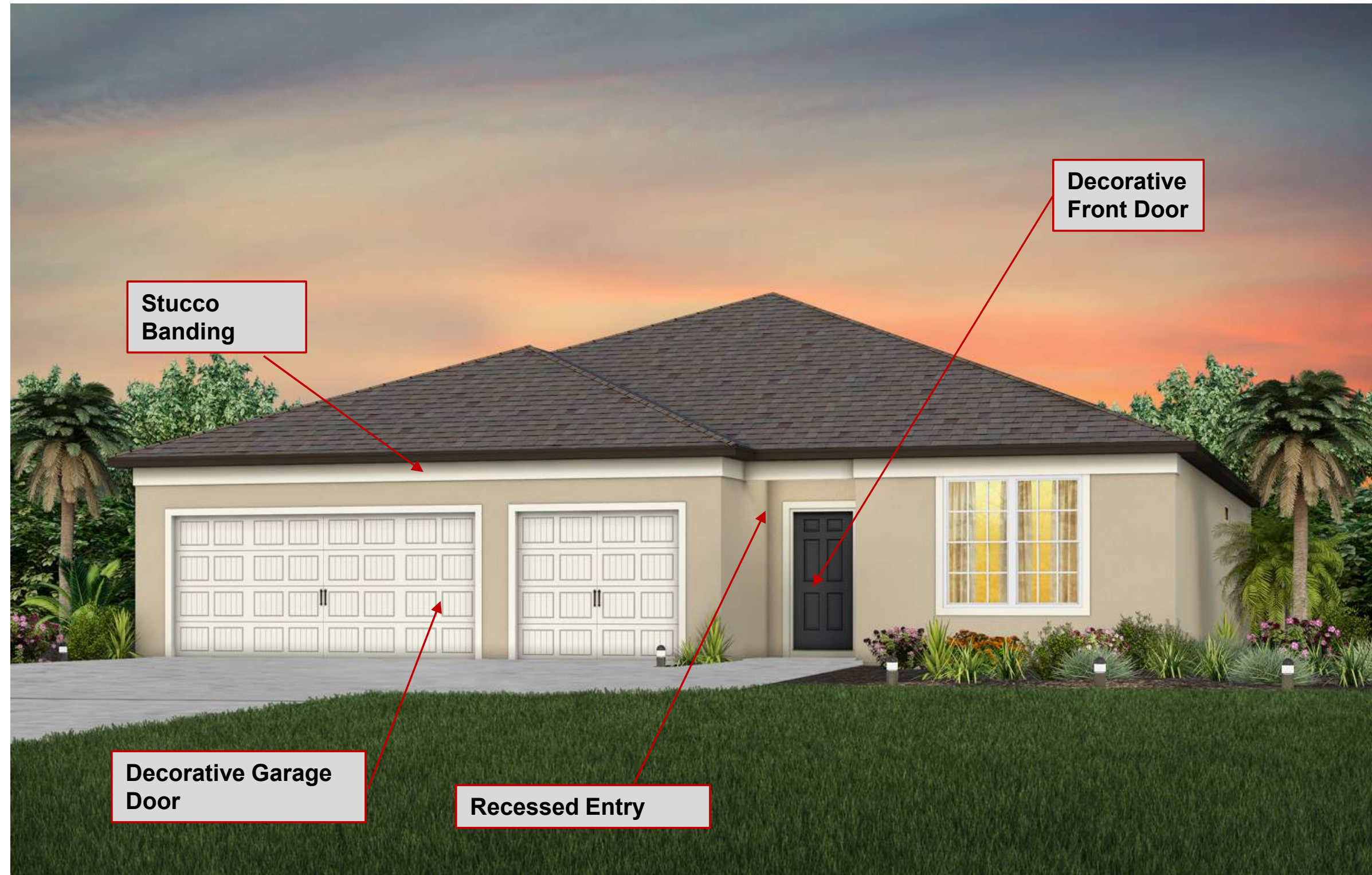
- 1. Decorative Garage
- 2. Decorative 6 Panel Front Door
- 3. Architectural Features:
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 - Accent Board and Batten Siding at Gable
 - Decorative Angle Brackets at Entry
 - 30 Year Architectural Shingles
 - Cementitious Siding at 2nd Floor



50' Arbor Elevation FM1

Compliance:

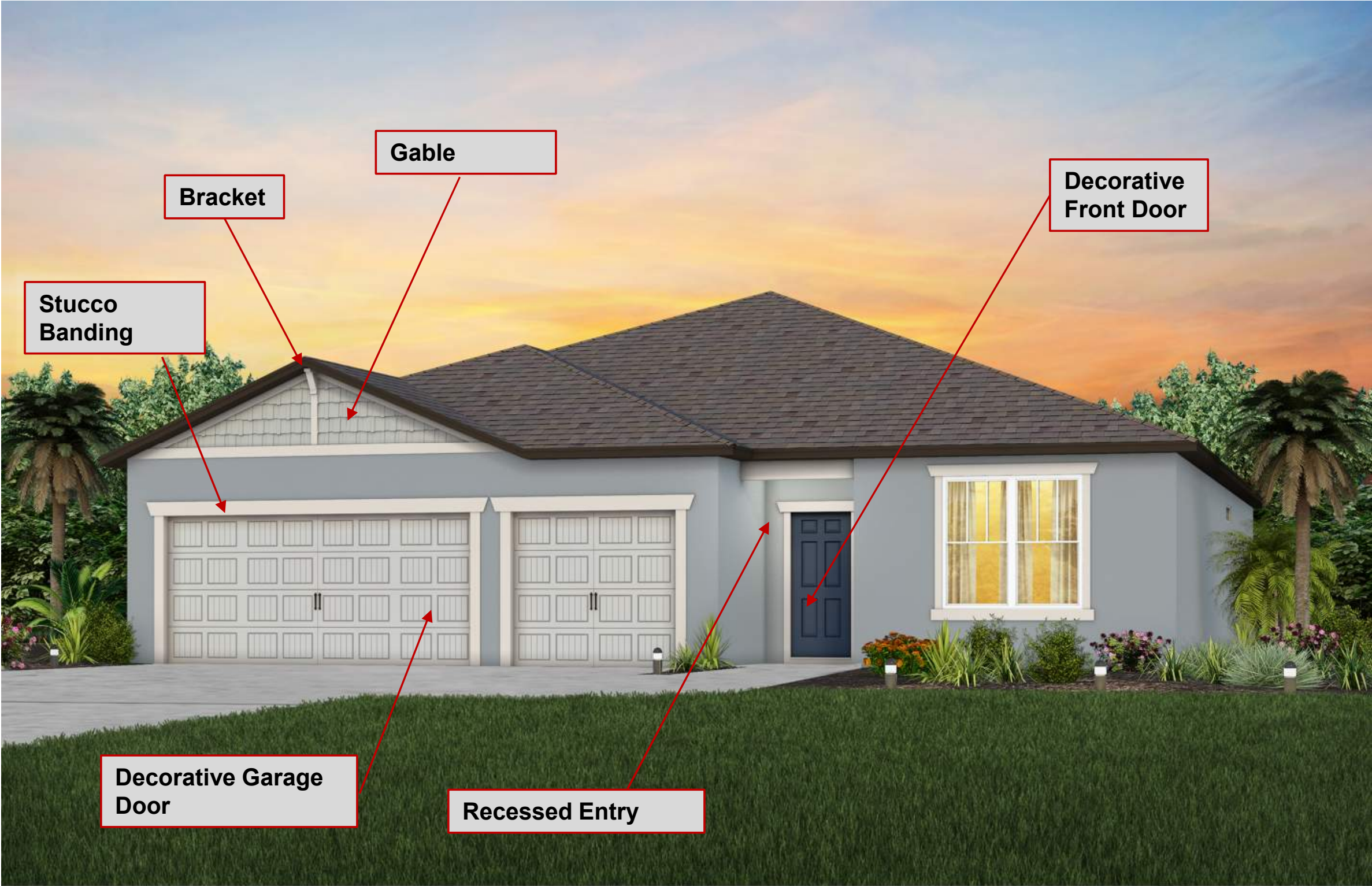
1. Decorative Garage Door
2. Decorative 6 Panel Front Door
3. Architectural Features:
 - Recessed Entry
 - Covered Entry
 - Eaves
 - Sand Finish Stucco Banding
 - 30 Year Architectural Shingles



50' Arbor
Elevation C1

Compliance:

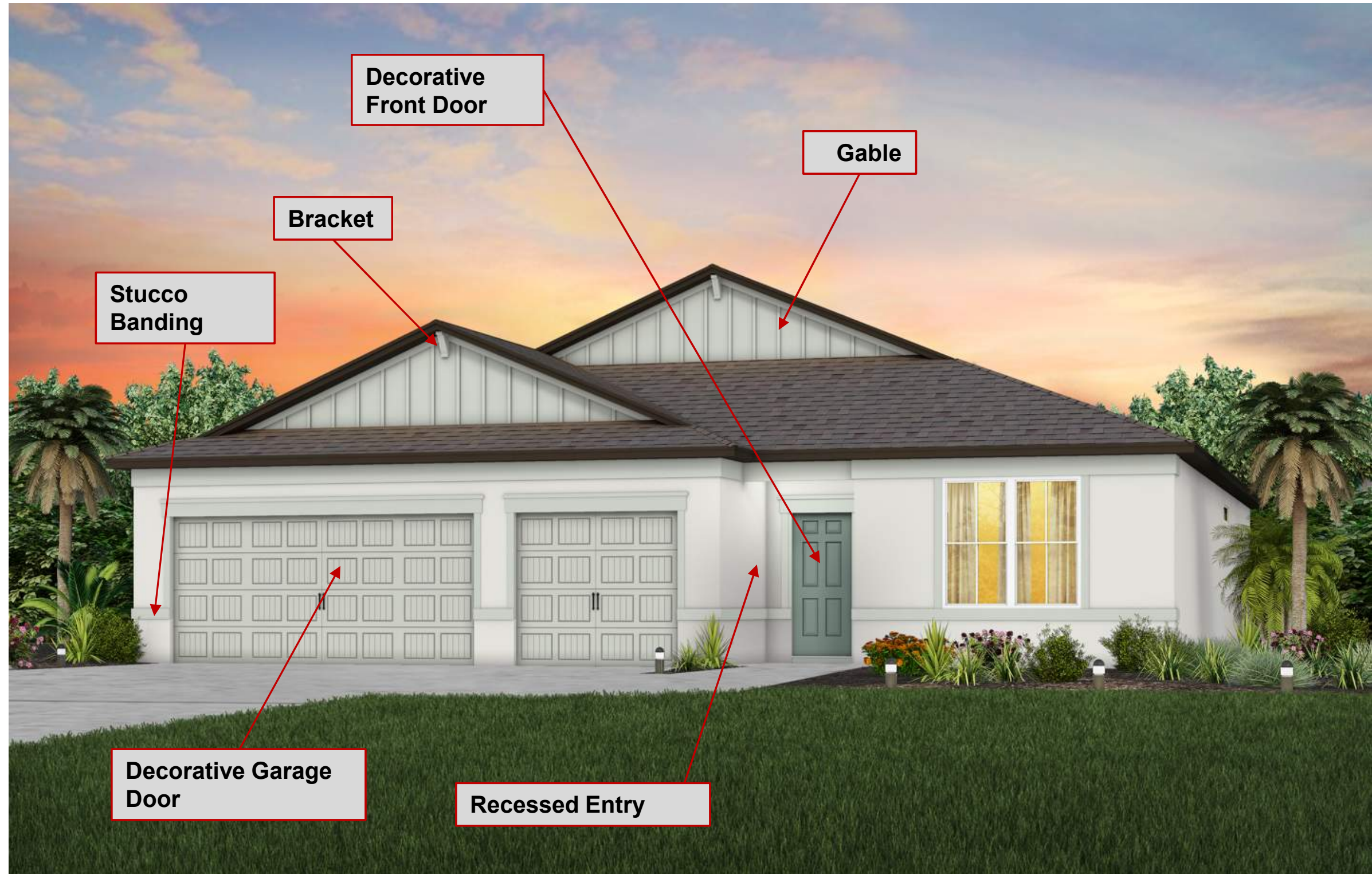
- 1. Decorative Garage Door
- 2. Decorative 6 Panel Front Door
- 3. Architectural Features:
 - Recessed Entry
 - Covered Entry
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 - Gable
 - Eaves
 - Decorative Bracket at Gable
 - Accent Shake Siding at Gable
 - 30 Year Architectural Shingles



50' Arbor Elevation CO1

Compliance:

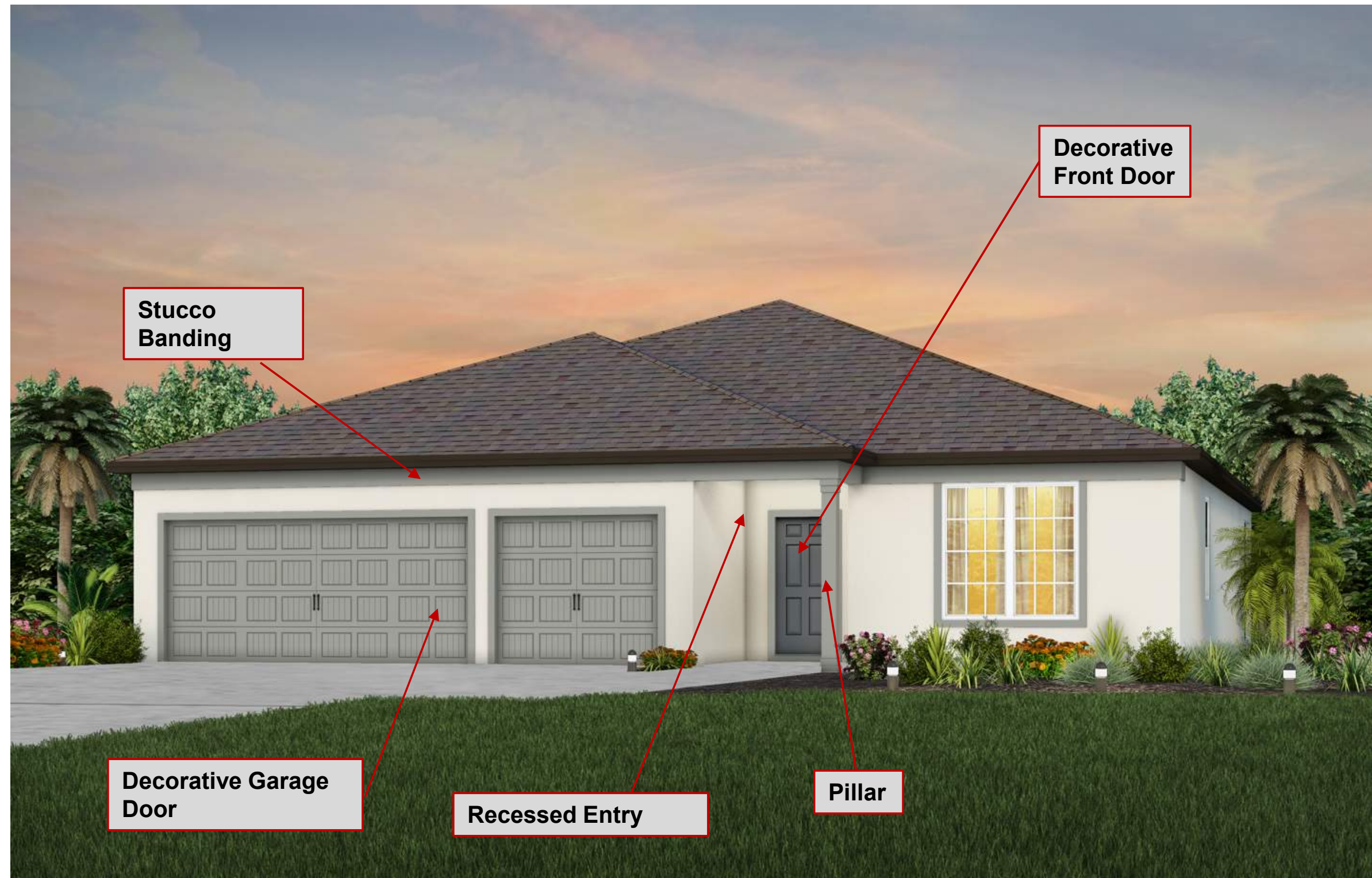
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 - Gables
 - Decorative Bracket at Gables
 - Eaves
 - Accent Board and Batten Siding at Gables
 - 30 Year Architectural Shingles



50' Bayshore Elevation FM1

Compliance:

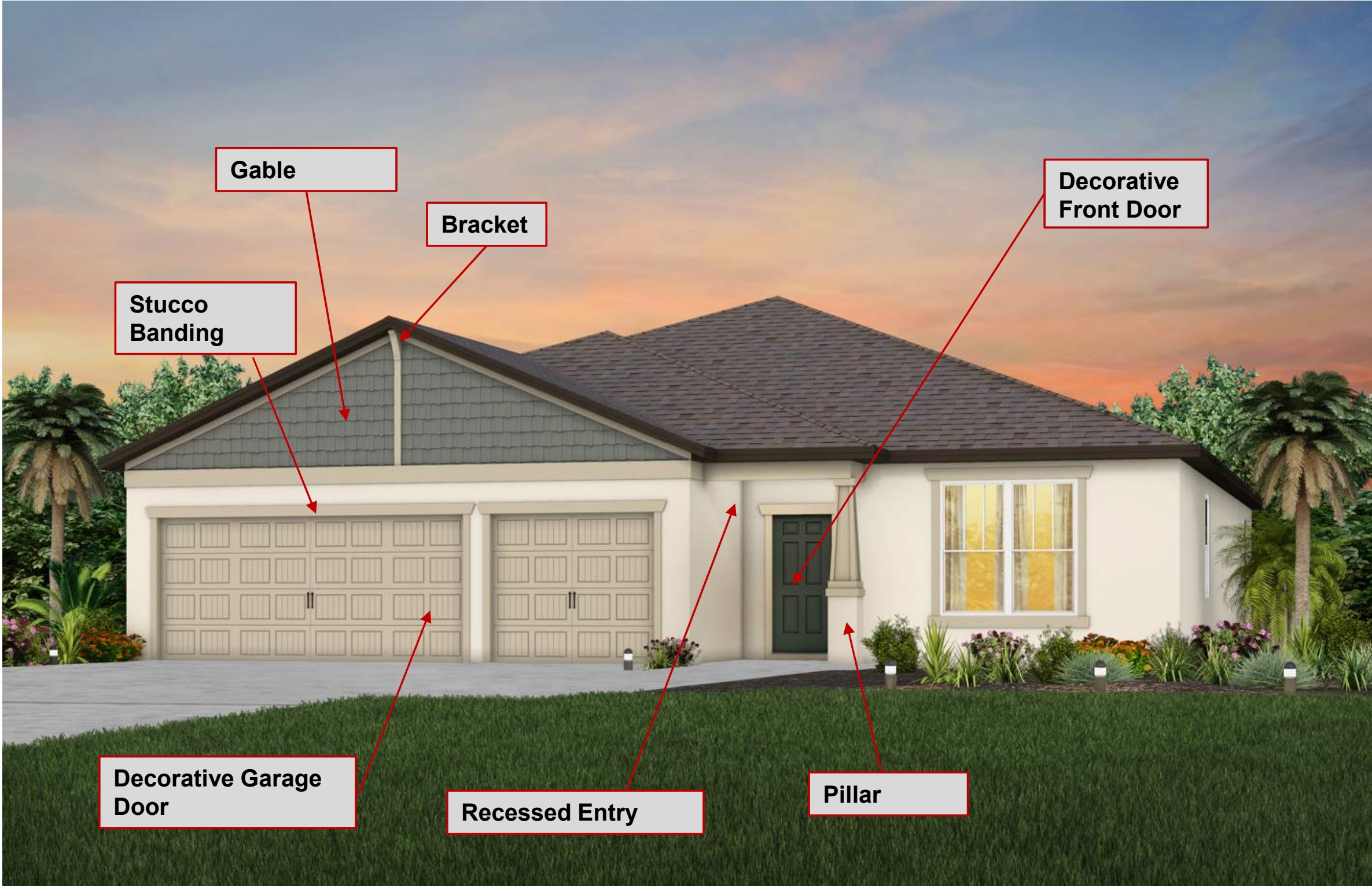
1. Decorative Garage Door
2. Decorative 6 Panel Front Door
3. Architectural Features:
 - Recessed Entry
 - Covered Entry
 - Eaves
 - Sand Finish Stucco Banding
 - 30 Year Architectural Shingles



50' Bayshore
Elevation C1

Compliance:

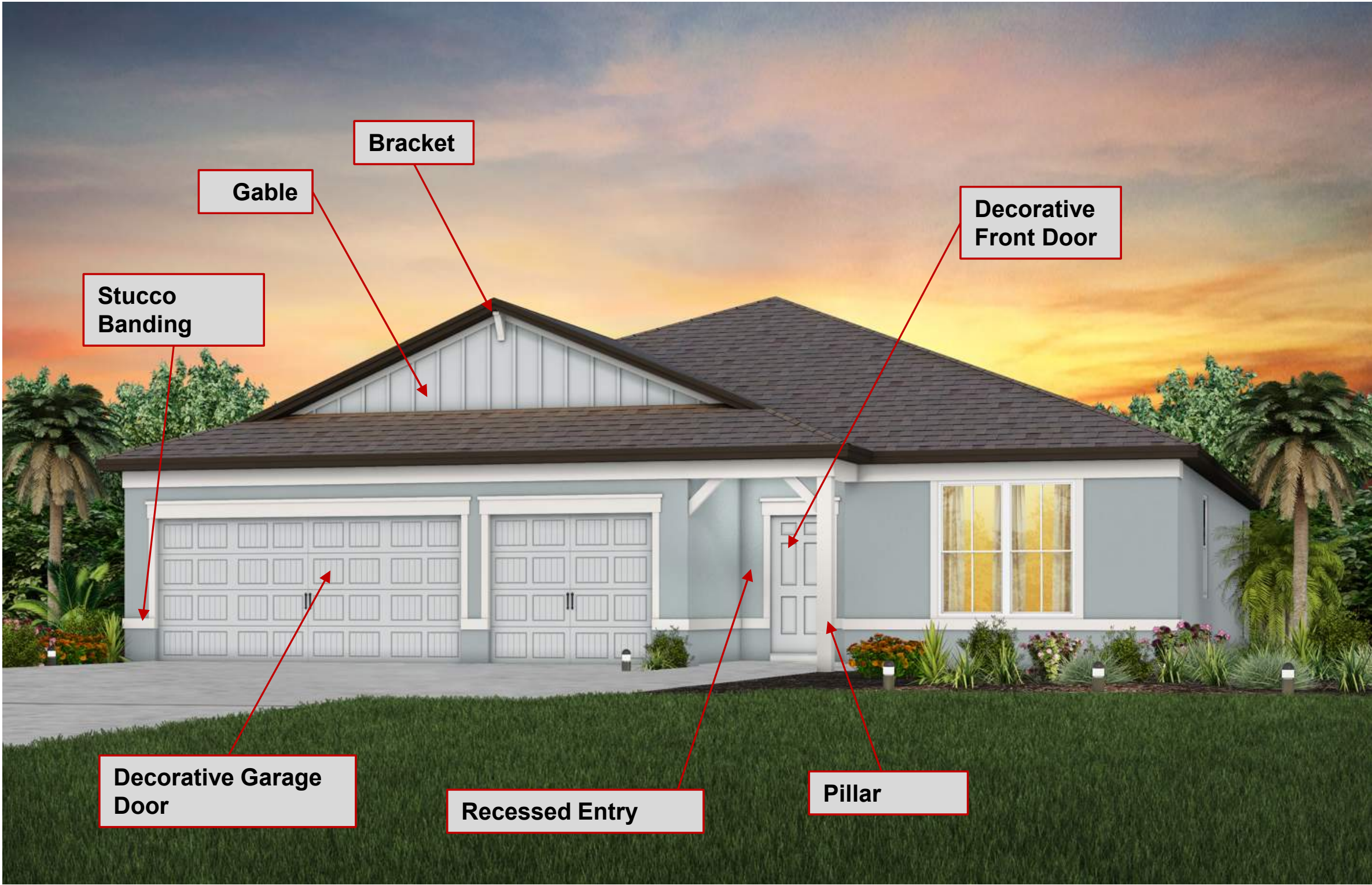
- 1. Decorative Garage Door
- 2. Decorative 6 Panel Front Door
- 3. Architectural Features:
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 - Sand Finish Stucco Banding
 - Gable
 - Pillar (Sand Finish Base)
 - Eaves
 - Decorative Bracket at Gable
 - Accent Shake Siding at Gable
 - 30 Year Architectural Shingles



50' Bayshore
Elevation CO1

Compliance:

- 1. Decorative Garage Door
- 2. Decorative 6 Panel Front Door
- 3. Architectural Features:
 - Recessed Entry
 - Covered entry
 - Sand Finish Stucco Banding
 - Gable
 - Pillar (Sand Finish Stucco)
 - Decorative Bracket at Gable
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 - Decorative Angle Brackets at Entry
 - Accent Board and Batten Siding at Gable
 - 30 Year Architectural Shingles



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.4.

Meeting Date: June 27, 2022

From: Joseph Mera, (Deputy Fire Chief)

Subject: An Ordinance of the City of Leesburg, Florida, extending the expiration date set by Ordinance No. 00-29 and later extended to September 30, 2003, then extended again to September 30, 2006, and then extended again to September 30, 2009, then extended again to September 30, 2012, then extended again to September 30, 2015, extended again to September 30, 2018, then extended to September 30, 2020, then extended once more to September 30, 2022 for the participation by the City of Leesburg in the Municipal Service Taxing Unit established by Lake County to fund Ambulance and Emergency Medical Services; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the ordinance extending participation in the countywide MSTU for ambulance and emergency medical services.

Analysis:

The current City ordinance including Leesburg in the Lake County Municipal Taxing Unit for Ambulance and Emergency Medical Services expires on September 30, 2022. The term of the ordinance is one (1) year. Due to unforeseeable incurred expenses due to changes in our ambulance service, it is appropriate for the City to extend the participation in the MSTU for one (1) year.

Procurement Analysis:

N/A

Options:

1. Approve the ordinance extending the timeframe for participation in the MSTU; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The MSTU provides the funding source for the provision of ambulance service in Leesburg and Lake County.

Submission Date and Time:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, EXTENDING THE EXPIRATION DATE SET BY ORDINANCE NO. 00-29 AND LATER EXTENDED TO SEPTEMBER 30, 2003, THEN EXTENDED AGAIN TO SEPTEMBER 30, 2006, AND THEN EXTENDED AGAIN TO SEPTEMBER 30, 2009, THEN EXTENDED AGAIN TO SEPTEMBER 30, 2012, THEN EXTENDED AGAIN TO SEPTEMBER 30, 2015, EXTENDED AGAIN TO SEPTEMBER 30, 2018, THEN EXTENDED TO SEPTEMBER 30, 2020, THEN EXTENDED ONCE MORE TO SEPTEMBER 30, 2022 FOR THE PARTICIPATION BY THE CITY OF LEESBURG IN THE MUNICIPAL SERVICE TAXING UNIT ESTABLISHED BY LAKE COUNTY TO FUND AMBULANCE AND EMERGENCY MEDICAL SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 24, 2000, the City Commission of the City of Leesburg, Florida, adopted an Ordinance No. 00 - 29, whereby it consented to inclusion of the City of Leesburg within a municipal service taxing unit ("MSTU") established by Lake County to fund ambulance and emergency medical services; and

WHEREAS, Ordinance No. 00 - 29 established a date of September 30, 2001 as the date on which the ordinance would expire; and

WHEREAS, that date was later extended to September 30, 2003; then to September 30, 2006; then to September 30, 2009; then to September 30, 2013; then once again extended to September 30, 2015; then to September 30, 2018; then once again extended to September 30, 2020; then to September 30, 2021 and

WHEREAS, as September 30, 2022 approaches, the City desires to extend once again the date on which its participation in the MSTU for an additional period of one year, and

WHEREAS, the City is amendable to extending the expiration date for a one (1) year term,

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

SECTION I.

The date on which Ordinance No. 00-29 expires is hereby amended to September 30, 2023.

SECTION II.

All ordinances or part of ordinances which are in conflict with this Ordinance are hereby repealed, to the extent necessary to alleviate the conflict, but shall continue in effect insofar as they are not in conflict herewith, unless repeal of the conflicting portion destroys the overall intent and effect of any of the conflicting ordinance, in which case those ordinances so affected shall be hereby repealed in their entirety.

SECTION III.

If any portion of this Ordinance is declared invalid or unenforceable, and to the extent that it is possible to

do so without destroying the overall intent and effect of this Ordinance, the portion deemed invalid or unenforceable shall be severed here from and the remainder of the ordinance shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

SECTION IV.

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

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

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.5.

Meeting Date: June 27, 2022

From: Al Minner, (City Manager)

Subject: An Ordinance of the City of Leesburg, amending Chapter 17, Pensions and Retirement, Article IV, Police Officers' Retirement Fund, of the Code of Ordinances of the City of Leesburg; amending Section 3, Board of Trustees; amending Section 6, Benefit Amounts and Eligibility; amending Section 10, Optional Forms of Benefits; amending Section 17, Minimum Distribution of Benefits; providing for codification; providing for severability of provisions; repealing all ordinances in conflict herewith; and providing an effective date.

Staff Recommendation:

Approve the City Ordinance amending the City of Leesburg Municipal Police Officers' pension Trust Fund amending Chapter 17, Sections 3, 6, 10, and 17.

Analysis:

Please review the attached letter from the Law Firm of Christiansen & Dehner, P.A., dated December 9, 2021. As per the letter, these changes have been approved by the Board and recommended for adoption by the City Commission.

Procurement Analysis:

N/A

Options:

1. Approve the ordinance amending the City of Leesburg Municipal Police Officers' Pension Trust Fund; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None

Submission Date and Time:

Law Offices
Christiansen & Dehner, P.A.

Scott R. Christiansen

63 Sarasota Center Blvd. Suite 107
Sarasota, Florida 34240
941-377-2200
Fax 941-377-4848

H. Lee Dehner
(1952-2019)

December 9, 2021

Via E-Mail: Al.Minner@LeesburgFlorida.gov

Mr. Al Minner, City Manager
City of Leesburg
Post Office Box 490630
Leesburg, Florida 34749-0630

Re: City of Leesburg Municipal Police Officers' Pension Trust Fund -
Ordinance Amending Pension Plan

Dear Mr. Minner:

As you know, I represent the Board of Trustees of your City of Leesburg Municipal Police Officers' Pension Trust Fund. Enclosed please find an ordinance amending the City of Leesburg Municipal Police Officers' Pension Trust Fund, which has been approved by the Board and is recommended for adoption by the City Commission. This ordinance makes the following changes:

1. Amendments to Section 6, Benefit Amounts and Eligibility, Section 10, Optional Forms of Benefits, and Section 17, Minimum Distribution of Benefits are being made to provide for recent changes to the IRC changing the required distribution age from 70½ to age 72. Similar changes are under current consideration for adoption in the General Employees' Pension Plan.
2. An amendment to Section 3, Board of Trustees, is being made to provide for an increase in the terms of trustee offices from two years to four years. This is allowable under F.S. ch.185.

I would ask that the Board's actuary Foster & Foster, Inc., confirm that the attached original letter provided to the Board continues to be accurate, in that there will be no cost associated with the adoption of this ordinance.

If you or any member of your staff have any questions with regard to this ordinance, please feel free to give me a call. In addition, if you feel it would be appropriate for me to be present at the meeting at which this ordinance is considered by the City Commission, please contact my office to advise me of the date that the ordinance would be considered.

Yours very truly,



Scott R. Christiansen

SRC/dm
enclosure

e-copy: Barbara Cooper, with enclosure
Patrick Donlan, with enclosure

ORDINANCE NO. 22-_____

AN ORDINANCE OF THE CITY OF LEESBURG, AMENDING CHAPTER 17, PENSIONS AND RETIREMENT, ARTICLE IV, POLICE OFFICERS' RETIREMENT FUND, OF THE CODE OF ORDINANCES OF THE CITY OF LEESBURG; AMENDING SECTION 3, BOARD OF TRUSTEES; AMENDING SECTION 6, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 10, OPTIONAL FORMS OF BENEFITS; AMENDING SECTION 17, MINIMUM DISTRIBUTION OF BENEFITS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA;

SECTION 1: That Chapter 17, Pensions and Retirement, Article IV, Police Officers' Retirement Fund, of the Code of Ordinances of the City of Leesburg, is hereby amended by amending Section 3, Board of Trustees, subsection 1., to read as follows:

* * * * *

1. The sole and exclusive administration of and responsibility for the proper operation of the System and for making effective the provisions of this ordinance are hereby vested in a Board of Trustees. The Board is hereby designated at the plan administrator. The Board shall consist of five (5) Trustees, two (2) of whom, unless otherwise prohibited by law, shall be legal residents of the City, who shall be appointed by the Leesburg City Commission, and two (2) of whom shall be Members of the System, who shall be elected by a majority of the Police Officers who are Members of the System. The fifth Trustee shall be chosen by a majority of the previous four (4) Trustees as provided for herein, and such person's name shall be submitted to the Leesburg City Commission. Upon receipt of the fifth person's name, the Leesburg City Commission shall, as a ministerial duty, appoint such person to the Board of Trustees as its fifth Trustee. The term of all trustees, beginning with the first term beginning after the effective date of the ordinance adopting the change to this subsection, shall be four years. The fifth Trustee shall have the same rights as each of the other four (4) Trustees appointed or elected as herein provided and shall serve a ~~two (2)~~ four (4) year term unless he sooner vacates the office. Each resident Trustee shall serve as Trustee for a period of ~~two (2)~~ four (4) years, unless he sooner vacates the office or is sooner replaced by the Leesburg City Commission at whose pleasure he shall serve. Each Member Trustee shall serve as Trustee for a period of ~~two (2)~~ four (4) years, unless he sooner leaves the employment of the City as a Police Officer or otherwise vacates his office as Trustee, whereupon a successor shall be chosen in the same manner as the departing Trustee. Each Trustee may succeed himself in office. DROP participants can be elected as Trustees but not vote for elected Trustees. The Board shall establish and administer the nominating and election procedures for each election. The Board shall meet at least quarterly each year. The Board shall be a legal entity with, in addition to other powers and responsibilities contained herein, the power to bring and defend lawsuits of every kind, nature, and description.

* * * * *

SECTION 2: That Chapter 17, Pensions and Retirement, Article IV, Police Officers' Retirement Fund, of the Code of Ordinances of the City of Leesburg, is hereby amended by amending Section 6, Benefit Amounts and Eligibility, subsection 6., Required Distribution Date, to read as follows:

* * * * *

6. Required Distribution Date.

The Member's benefit under this Section must begin to be distributed to the Member no later than ~~April 1 of the calendar year following the later of the calendar year in which the Member attains age seventy and one-half (70½) or the calendar year in which the Member terminates employment with the City~~ the Member's required beginning date, as provided under Section 17.

* * * * *

SECTION 3: That Chapter 17, Pensions and Retirement, Article IV, Police Officers' Retirement Fund, of the Code of Ordinances of the City of Leesburg, is hereby amended by amending Section 10, Optional Forms of Benefits, subsection 5.E., to read as follows:

* * * * *

- E. The Member's benefit under this Section must begin to be distributed to the Member no later than ~~April 1 of the calendar year following the later of the calendar year in which the Member attains age seventy and one-half (70½) or the calendar year in which the Member terminates employment with the City~~ the Member's required beginning date, as provided under Section 17.

* * * * *

SECTION 4: That Chapter 17, Pensions and Retirement, Article IV, Police Officers' Retirement Fund, of the Code of Ordinances of the City of Leesburg, is hereby amended by amending Section 17, Minimum Distribution of Benefits, subsections 2.A. and 2.B.(1), to read as follows:

* * * * *

2. A. Required Beginning Date. The Member's entire interest will be distributed, or begin to be distributed, to the Member no later than the Member's required beginning date ~~which shall not be later than April 1 of the calendar year following the later of the calendar year in which the Member attains age seventy and one-half (70½) or the calendar year in which the Member terminates employment with the City.~~ For a Member who attains age seventy and one-half (70½) prior to January 1, 2020, the Member's required beginning date is April 1 of the calendar year following the later of (i) the calendar year in which the Member attains age seventy and one-half (70½) or (ii) the calendar year in which the Member terminates employment with the City. For a Member who attains age seventy and one-half (70½) on or after January 1, 2020, the Member's required beginning date is April 1 of the calendar year following the later of (i) the calendar year in which the Member attains age seventy-two (72) or (ii) the calendar year in which the Member terminates employment with the City.

* * * * *

2. B. (1) If the Member's surviving spouse is the Member's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Member died, or by a date on or before December 31 of the calendar year in which the Member would have attained age 70½, (or age 72 for a Member who would have attained age 70½ after December 31, 2019) if later, as the surviving spouse elects.

* * * * *

SECTION 5: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Leesburg.

SECTION 6: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 7: If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 8: That this Ordinance shall be effective upon adoption.

PASSED AND ADOPTED AT A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, HELD ON THE ____ DAY OF _____, 2022.

Mayor-Commissioner, John Christian

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.1.

Meeting Date: June 27, 2022

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida relating to the provision of Fire Protection Services, Facilities and Programs in the City of Leesburg, Florida; Imposing Fire Protection Assessments against assessed property located within the City for the Fiscal Year beginning October 1, 2022; Approving the Rate of Assessment; Approving the Assessment Roll; and providing an effective date.

Staff Recommendation:

Approve the resolution relating to the provision of Fire Protection Services for the Fiscal Year beginning October 1, 2022.

Analysis:

In 2015, the City Commission established a Fire Protection Assessment for fire protection services, facilities and programs against Assessed Property located within the City. In 2020, the City updated the fire assessment program. The attached resolution implements the same rates as Fiscal Year 2021-22 for the Fiscal Year beginning October 1, 2022. The estimated amount to be collected in Fiscal Year 2022-23 is \$1,800,000 before any buy downs (i.e. Church properties). Below is the Fire Protection Rate Schedule:

Residential Property Use

<u>Categories</u>	<u>Rate Per Dwelling Unit</u>
Residential	\$87.00

Non-Residential Property Use

<u>Categories</u>	<u>Rate Per Square Foot</u>
Commercial	\$0.05
Industrial/Warehouse	\$0.02
Institutional	\$0.15
Church	\$0.04

The Fire Protection Assessment Ordinance provides for certain exemptions for the following categories of property:

a. Homesteaded, owner occupied residential parcels owned by Low Income Persons as defined in the Ordinance;

- b. Mobile Home Park and Residential Vehicle Park properties, in accordance with an occupancy formula specified in the Ordinance; and
- c. Wholly tax-exempt Church property used primarily for religious purposes

Those seeking an exemption under categories (a) and (b) above must file an annual written application on the form provided by the City, with such information as is required by the Ordinance, no later than May 1 of each year. Failure to file an application by the deadline shall be a complete waiver of the exemption of that Fiscal Year. Any new churches seeking an exemption under category (c) above must file a written application the first year the exemption is sought, after which the exemption will continue unless there is a change in the use of the property. City administrators shall apply eligibility for an exemption based on the information provided by the applicant.

Both the fire protection service non-ad valorem assessment and the ad valorem taxes will be collected on the ad valorem tax bill mailed each November. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

Procurement Analysis:

N/A

Options:

1. Approve the attached resolution relating to the provision of Fire Protection Services for the Fiscal Year beginning October 1, 2022; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

This resolution will generate up to approximately \$1,700,000 in Fire Protection Revenue.
Account No. 001-0000-325-2xxx

Submission Date and Time: 6/22/2022 4:49:12 PM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA, RELATING TO THE PROVISION OF
FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS
IN THE CITY OF LEESBURG, FLORIDA; IMPOSING FIRE
PROTECTION ASSESSMENTS AGAINST ASSESSED PROPERTY
LOCATED WITHIN THE CITY FOR THE FISCAL YEAR
BEGINNING OCTOBER 1, 2022; APPROVING THE RATE OF
ASSESSMENT; APPROVING THE ASSESSMENT ROLL; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, The City Commission of Leesburg, Florida (the “City Commission”), has enacted Ordinance No. 2015-10 (the “Ordinance”), which authorizes the imposition of Fire Protection Assessments for fire protection services, facilities, and programs against Assessed Property located within the City;

WHEREAS, the imposition of a Fire Protection Assessment for fire protection services, facilities, and programs each fiscal year is an equitable and efficient method of allocating and apportioning the Fire Protection Assessed Cost among parcels of Assessed Property;

WHEREAS, the City Commission desires to implement a fire protection assessment program in the City using the procedures provided by the Ordinance, including the tax bill collection method for the Fiscal Year beginning on October 1, 2022;

WHEREAS, the City Commission, on June 8, 2020, adopted an Amended and Restated Initial Resolution No. 10,660, (the “Initial Assessment Resolution”);

WHEREAS, the City Commission on September 14, 2020, adopted an Amended and Restated Final Assessment Resolution, Resolution No. 10,714, (the “Final Assessment Resolution”);

WHEREAS, the Initial Assessment Resolution contains and references a brief and general description of the fire protection services, facilities, and programs to be provided to Assessed Property; describes the method of apportioning the Fire Protection Assessed Cost to compute the Fire Protection Assessment for fire protection services, facilities, and programs against Assessed Property; estimates rates of assessment; and directs the updating and preparation of the Assessment Roll and provision of the notice required by the Ordinance;

WHEREAS, in order to impose Fire Protection Assessments for the Fiscal Year beginning October 1, 2022, the Ordinance requires the City Commission to adopt a Preliminary Assessment Resolution, commencing the process of updating the assessment roll, and re-imposing Fire Protection Assessments for the Fiscal Year beginning October 1, 2022. **WHEREAS**, notice of a public hearing has been given as required by Florida law and the terms of the Ordinance, which provides notice to all interested persons of an opportunity to be heard; and

WHEREAS, a public hearing was scheduled for, and held on, June 27, 2022, and comments and objections of all interested persons have been heard and considered as required by law and the terms of the Ordinance.

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

SECTION 1. **AUTHORITY.** This resolution is adopted pursuant to Ordinance No. 2015-10; Resolution Nos. 10,660 and 10714; Article VIII, Section 2, Florida Constitution; Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

SECTION 2. **DEFINITIONS AND INTERPRETATION.** This Resolution constitutes the Preliminary Assessment Resolution as defined in the Ordinance. All capitalized terms in this Resolution shall have the meanings defined in the Ordinance and the Initial Assessment Resolution.

SECTION 3. **IMPOSITION OF FIRE PROTECTION ASSESSMENTS.**

(A) The parcels of Assessed Property described in the Assessment Roll, which the City Manager is directed to prepare or cause to be prepared for the fiscal year beginning October 1, 2022, are found to be specially benefited by the provision of the fire protection services, facilities, and programs described or referenced in the Initial Assessment Resolution, in the amount of the Fire Protection Assessment to be set forth in the Assessment Roll and approved by subsequent Resolution. It is hereby ascertained, determined and declared that each parcel of Assessed Property within the City will be specially benefited by the City's provision of fire protection services, facilities, and programs in an amount not less than the Fire Protection Assessment for such parcel, computed in the manner set forth in the Initial Assessment Resolution. Adoption of an Annual Assessment Resolution will constitute a legislative determination that all parcels assessed derive a special benefit in a manner consistent with the legislative declarations, determinations and findings as set forth in the Ordinance, the Initial Assessment Resolution, and the Final Assessment Resolution from the fire protection services, facilities, or programs to be provided and a legislative determination that the Fire Protection Assessments are fairly and reasonably apportioned among the properties that receive the special benefit as set forth in this Preliminary Assessment Resolution.

(B) The method for computing Fire Protection Assessments described and referenced in the Initial Assessment Resolution, and the Parcel Apportionment methodology described in Appendix E of the Initial Assessment Resolution and adopted in Section 9 of the Initial Assessment Resolution, are hereby approved for use in the fiscal year beginning October 1, 2022.

(C) For the Fiscal Year beginning October 1, 2022, the estimated Fire Protection Assessed Cost to be assessed is \$1,700,000 The Fire Protection Assessments to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Protection Assessed Cost for the Fiscal Year commencing October 1, 2022, are hereby established as follows:

Residential Property Use Categories**Rate Per Dwelling Unit**

Residential

\$87.00

**Non-Residential Property Use
Categories**

Rate Per Square Foot

Commercial

\$0.05

Industrial/Warehouse

\$0.02

Institutional

\$0.15

Church

\$0.04

(D) The above rates of assessment are hereby approved. Fire Protection Assessments for fire protection services, facilities, and programs in the amounts set forth in the Assessment Roll to be approved by subsequent Resolution, are levied and imposed on all parcels of Assessed Property to be described in such Assessment Roll for the Fiscal Year beginning October 1, 2022.

(E) Exemptions shall be afforded certain classifications of property as provided in Section 10-45 of the Ordinance. All property not specifically exempted, in whole or in part, shall be liable for payment of Fire Protection Assessments.

(F) As authorized in Section 10-46 of the Ordinance, interim Fire Protection Assessments are also levied and imposed against all property for which a Certificate of Occupancy is issued after adoption of a Final Assessment Resolution, based upon the rates of assessment approved herein.

(G) Any shortfall in the expected Fire Protection Assessment proceeds due to any reduction or exemption from payment of the Fire Protection Assessments required by law, or authorized by Section 10-45 of the Ordinance, shall be supplemented by any legally available funds, or combinations of such funds, and shall not be paid for by proceeds or funds derived from the Fire Protection Assessments.

(H) Fire Protection Assessments shall constitute a lien upon the Assessed Property so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid.

(I) The Assessment Roll, once approved, together with the correction of any errors or omissions as provided for in Ordinance 2015-10, shall be delivered to the Tax Collector for collection using the tax bill collection method in the manner prescribed by the Ordinance. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll.

SECTION 4. PUBLIC HEARING ON FINAL ASSESSMENT RESOLUTION.
Consistent with this Resolution, the Ordinance, and the Initial Rate Resolution, the City Manager shall schedule a public hearing for consideration of adoption of an Annual Assessment Resolution for the fiscal year beginning October 1, 2022. The City Manager shall cause due notice, and notice to all owners of the Assessed Property, to be given and published as to such public hearing, in the

manner required by Florida law, the Ordinance, and the Initial Rate Resolution. The public hearing is tentatively scheduled for September 12, 2022, at 5:30 p.m., at the Leesburg City Hall, 501 W. Meadow St., Leesburg, Florida 34748. At that time, the City Commission will hear comments from the public and affected property owners, and consider adoption of the Annual Assessment Resolution to re-impose Fire Protection Assessments on all non-exempt Assessed Property, to be collected on the same tax bill as ad valorem taxes.

SECTION 5. **NOTICE BY PUBLICATION**. The City Manager shall publish a notice of public hearing authorized by Section 4 hereof in the manner and time provided in the Ordinance. The notice shall be published no later than August 16, 2022, in substantially the form attached hereto as Appendix A.

SECTION 6. **NOTICE BY MAIL**. The City Manager shall also provide notice by first class mail to the owner of each parcel of assessed property in the event circumstances described in the Ordinance so require. Such notices shall be mailed no later than August 16, 2022. If the City determines that the truth-in-millage ("TRIM") notice that is mailed by the Property Appraiser under Section 200.069, Florida Statutes, also fulfills the requirements of this section, then the separate mailing requirement will be deemed to be fulfilled by the TRIM notice.

SECTION 7. **EFFECT OF ADOPTION OF RESOLUTION**. The adoption of an Annual Assessment Resolution shall constitute final adjudication of the issues presented (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment and assessment, the rate of assessment, the Assessment Roll and the levy and lien of the Fire Protection Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the adopted Final Assessment Resolution.

SECTION 8. **SEVERABILITY**. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way effecting the validity of the other provisions of this Resolution.

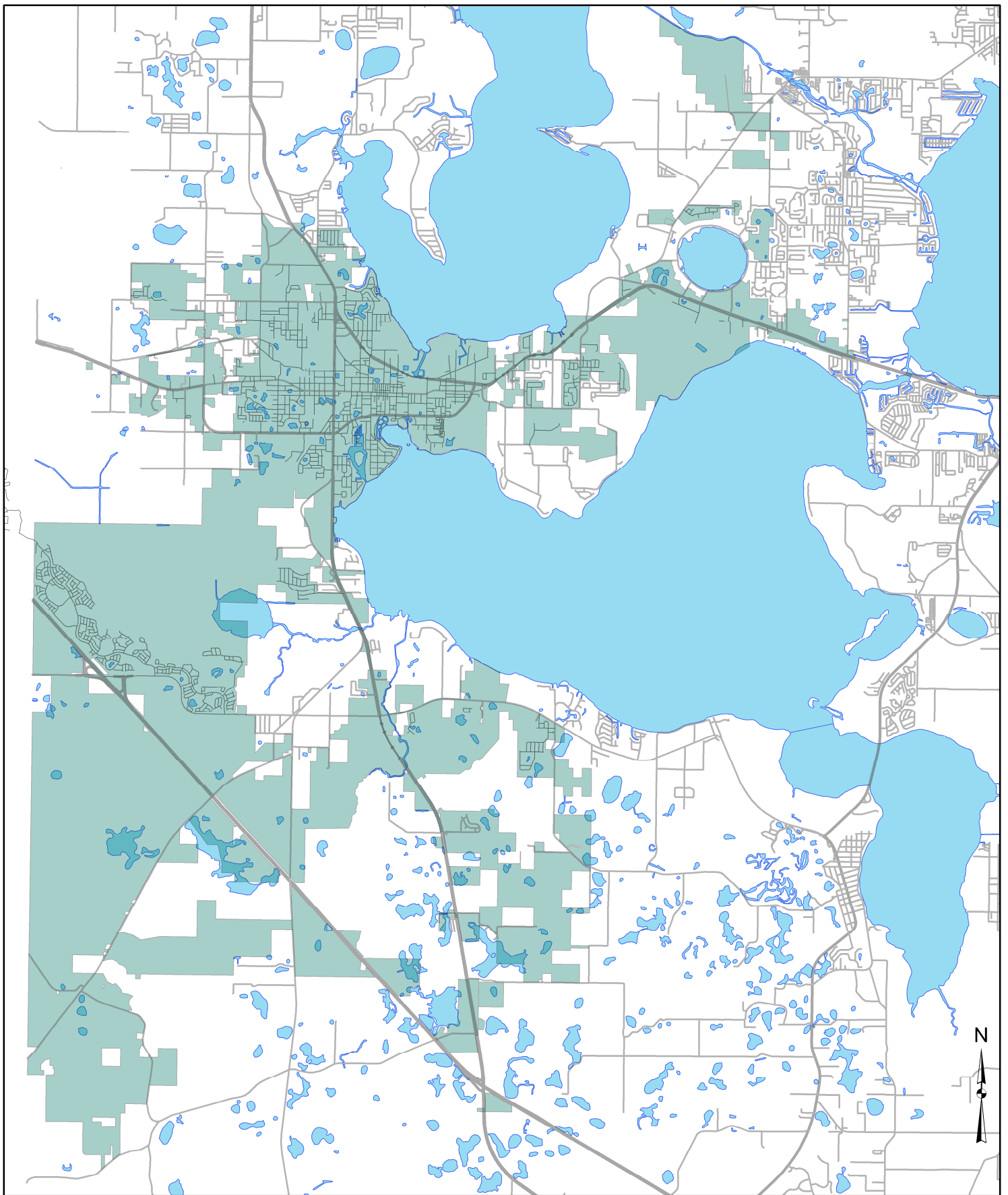
SECTION 9. **EFFECTIVE DATE**. This Resolution shall take effect immediately upon its passage and adoption in accordance with law.

PASSED AND ADOPTED at the regular meeting of the Leesburg City Commission held on the 27th day of June 2022.

THE CITY OF LEESBURG, FLORIDA

BY: _____
Mike Pederson, Mayor

Attest: _____
ANDI PURVIS, City Clerk



**Geographical
Information System**

A Division of Information Technology

204 N. 5th Street
Leesburg, FL 34748
Ph. 352.728.9766
Fx. 352.326.6634
www.leesburgflorida.gov

DISCLAIMER: The data displayed on this map are from a variety of sources. This map is not a survey and should only be used for planning purposes. The information on this map is provided in an "as is" condition.

City Boundary

Date: 6/20/2022
Compiled by: M. Andrews
Approved by: B. McDaniel

SHEET
1
OF
1

**NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION
OF FIRE PROTECTION SPECIAL ASSESSMENTS**

Notice is hereby given that the City Commission of the City of Leesburg will conduct a public hearing to consider the imposition of annual fire protection special assessments for the provision of fire protection services within the municipal boundaries of the City of Leesburg.

The hearing will be held at 5:30 p.m. on September 12, 2022 at Leesburg City Hall, 501 W. Meadow St., Leesburg, Florida, 34748 for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the City Commission within 20 days of this notice. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact Mrs. J. Andi Purvis, City Clerk, at (352) 728 – 9786, at least seven days prior to the date of the hearing.

The assessment for each parcel of property will be based upon each parcel's classification and the total number of billing units attributed to that parcel. The following table reflects the proposed fire protection assessment rate schedule:

Residential Property Use Categories	Rate per Dwelling Unit
Residential	\$87.00
Non-Residential Property Use Categories	Rate Per Square Foot
Commercial	\$0.05
Industrial/Warehouse	\$0.02
Institutional	\$0.15
Church	\$0.04

The Fire Protection Assessment Ordinance provides for certain exemptions for the following categories of property:

- a. Homesteaded, owner occupied residential parcels owned by Low Income Persons as defined in the Ordinance;
- b. Mobile Home Park and Recreational Vehicle Park properties, in accordance with an occupancy formula specified in the Ordinance.
- c. Wholly tax-exempt Church property used primarily for religious purposes.
- d. Exemptions are available only to property owners who timely filed a written application for exemption or who are otherwise entitled to an exemption under the Fire Protection Assessment Ordinance. Failure to file an application by the deadline shall be a complete waiver of the exemption for fiscal year 2022 – 2023. Those seeking an exemption under category (c) above must file

the referenced application in the first year the exemption is sought, after which the exemption will continue unless there is a change in the use of the property. The City Administrator determines eligibility for an exemption based on the information provided by the applicant.

Copies of the Fire Protection Assessment Ordinance, the Initial Assessment Resolution and the preliminary Assessment Roll are available for inspection at the City Clerks Office, City Hall, located at 501 West Meadow Street, Leesburg, Florida 34748.

The fire protection service non-ad valorem assessment will be collected on the ad valorem tax bill to be mailed in November, 2022. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the City at (352) 728-9783, Monday through Friday between 9:00 a.m. and 4:30 p.m.

{PLEASE INSERT CITY OF LEESBURG MAP HERE}

CITY COMMISSION
CITY OF LEESBURG, FLORIDA

Miscellaneous Accounts Receivable Customers With Unpaid Balances

Prepared by Finance

April 30, 2022

CURRENTLY WORKED BY PROVIDING DEPARTMENT OR FINANCE

001 Fund

Baraso, Ronald	Working with Marina	Marina Rent	284.18
A.A. Moukhtara Inc	Working with Planning & Zoning	P&Z Traffic Study MPO	4,909.00
Chancellor, Daniel	Working with Marina	Marina Rent	545.52
Dick, Charles	Working with Marina	Marina Rent	199.32
Jennings, Matthew	Working with Marina	Marina Rent	413.30
VPG Leesburg 1 LLC	Working with Planning & Zoning	P&Z Traffic Study MPO	5,147.50
			<u>11,498.82</u>

013 Fund

Calhoun, Contessa	Working with Housing Dept	Housing Rent	2,148.00
			<u>2,148.00</u>

041 Fund

Nix, Corey	Working with Electric/ making payments	Apprentice Reimbursement	3,350.59
Stiglianese, Margaret		Damage to City Property	381.26
			<u>3,731.85</u>

042 Fund

Team Fishel	Working with Gas Dept	Damage to gas line	1,128.09
			<u>1,128.09</u>

048 Fund

Greenslade, John	Working with Airport	Airport Rent	615.65
			<u>615.65</u>

Total 19,122.41

001 FUND TOTAL	\$	11,498.82
013 FUND TOTAL	\$	2,148.00
41 FUND TOTAL	\$	3,731.85
42 FUND TOTAL	\$	1,128.09
48 FUND TOTAL	\$	615.65
	\$	<u>19,122.41</u>

Expected write offs as of Apr 30, 2022

Every September, the Finance Director informs the Commission the dollar amount of customer accounts to be written off. Listed below are the amounts for the prior fiscal years and how the City is trending for fiscal years 2020 and 2021.

Fiscal Write Off Year	Projected Written Off	Actual Written Off	Add'l Amount Collected
2020-2021	\$ 307,041		
2019-2020	284,281	666,005	381,724
2018-2019	342,912	284,276	(58,636)
2017-2018	394,427	268,001	(126,426)
2016-2017	345,913	314,552	(31,361)
2015-2016	491,091	440,511	(50,580)
2014-2015	431,543	364,023	(67,519)
2013-2014	292,507	258,246	(34,261)
2012-2013	280,544 *	216,319	(64,225)
2011-2012	380,227 *	341,414	(38,813)

Projected
Fiscal year 2021 - Month by Month
10/01/20- 09/30/21

Month	Amount Written Off	Number of Accounts	
		Commercial	Residential
October	\$ 19,918	3	53
November	41,356	6	79
December	36,068	3	77
January	40,881	4	77
February	41,591	2	85
March	24,850	1	51
April	29,628	2	62
May	15,228	1	45
June	23,799	2	64
July	12,964	1	54
August	12,097	3	34
September	8,661	1	41
Accounts to be written off*	\$ 307,042	29	722
Prior Yr to Date	\$ 284,281	36	821
difference - () negative	\$ (22,761)	7	99

Projected
Fiscal year 2020 - Month by Month
10/01/21- 09/30/22

Month	Amount Written Off	Number of Accounts		Average Account Balance	
		Commercial	Residential	Commercial	Residential
October	\$ 18,445	3	67	511.79	346.85
November	19,468	6	65	247.65	504.69
December	25,734	3	71	546.70	445.82
January	18,428	1	60	107.41	530.92
February	21,646	2	62	333.51	481.46
March	17,878	0	43	28.37	496.43
April	32,964	11	61	84.85	475.14
May	-			1,033.28	315.46
June				220.87	364.96
July				86.00	238.48
August				1,915.35	186.80
September				212.09	206.09
Accounts to be written off*	\$ 154,563	26	429		
Prior Yr to Date	\$ 234,291	21	484		
difference - () negative	\$ (79,729)	5	(55)		

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct. 1, 2021 and Ending on Apr 30, 2022

Prepared by: Finance Department

Fund Name	Adopted Budget	Receipts				Budget Balance
		Revenues Amount	Non-Revenue Receipts * Amount	Total Receipts Amount	Percentage	
001 General Fund	\$ 18,327,944	\$ 13,574,163	\$ 6,422,032	\$ 19,996,195	109%	(\$ 1,668,251)
Special Revenue Funds						
013 Housing Assistance	88,487	59,185	0	59,185	67%	29,302
021 Debt Service Fund	1,020,831	0	1,614,659	1,614,659	158%	(593,828)
031 Capital Projects Fund	4,069,075	576,861	1,815,000	2,391,861	59%	1,677,214
132 Local Option Sales Tax	1,480,591	1,291,390	0	1,291,390	87%	189,201
121 Police Forfeiture Fund	24,248	22,445	0	22,445	93%	1,803
122 Police Education Fund	3,500	2,569	0	2,569	73%	931
133 Gas Tax	440,447	391,386	0	391,386	89%	49,061
141 Police Impact Fees	6,125	88,266	0	88,266	1441%	(82,141)
142 Fire Impact Fees	140	96,479	0	96,479	68914%	(96,339)
143 Recreation Impact Fees	105,581	160,753	0	160,753	152%	(55,172)
151 Building Fund	1,010,785	569,189	38,000	607,189	60%	403,596
Community Redevelopment Agencies						
016 Greater Leesburg CRA Fund	403,078	557,971	0	557,971	138%	(154,893)
017 Carver Heights CRA Fund	410,313	514,072	0	514,072	125%	(103,759)
018 Highway 27/441 CRA Fund	821,391	1,359,081	0	1,359,081	165%	(537,690)
Total General Governmental Funds	28,212,536	19,263,810	9,889,690	29,153,501	103%	(940,965)
Enterprise Funds						
014 Stormwater Utility Fund	1,364,282	979,757	0	979,757	72%	384,525
041 Electric Utility Fund	40,736,524	39,046,636	160,664	39,207,300	96%	1,529,224
042 Gas Utility Fund	6,218,208	6,066,676	289,942	6,356,618	102%	(138,410)
043 Water Utility Fund	8,101,987	5,621,442	140,698	5,762,140	71%	2,339,847
044 Wastewater Utility Fund	17,363,379	9,088,982	5,500,000	14,588,982	84%	2,774,397
046 Sanitation Services Fund	3,014,580	2,767,672	0	2,767,672	92%	246,908
048 Airport Fund	4,136,200	912,451	20,000	932,451	23%	3,203,749
Internal Service Funds						
064 Health Insurance Fund	4,459,060	4,761,796	0	4,761,796	107%	(302,736)
065 Workers' Compensation Insurance Fund	392,021	567,358	0	567,358	145%	(175,337)
066 Risk Management Fund	511,511	918,491	0	918,491	180%	(406,980)
510 Fleet Maintenance Fund	2,541,120	1,603,077	298,524	1,901,602	75%	639,518
Pension Trust Funds						
061 Municipal Police Retirement Trust Fund	1,145,298	(1,432,444)	0	(1,432,444)	-125%	2,577,742
062 Municipal Firemen's Retirement Trust Fund	978,229	(1,269,097)	0	(1,269,097)	-130%	2,247,326
063 General Employees' Retirement Fund	1,893,150	(859,899)	0	(859,899)	-45%	2,753,049
Total All Funds	\$ 121,068,085	\$ 88,036,709	\$ 16,299,518	\$ 104,336,227	86%	\$ 16,731,858

* Interfund Charges and Transfers, Developer Contributions, and Debt Proceeds

NOTE - Amounts may not sum due to rounding.

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct. 1, 2021 and Ending on Apr 30, 2022

Prepared by: Finance Department

Fund Name	Disbursements			Budget Balance	Excess of Receipts Over (Under) Disbursements
	Adopted Budget	Amount	Percentage		
<u>General Fund</u>	\$ 18,327,944	\$ 0	0%	\$ 18,327,944	\$ 19,996,195
<u>Special Revenue Funds</u>					
Housing Assistance	88,487	73,213	83%	15,274	(14,028)
Debt Service Fund	1,020,831	1,610,787	158%	(589,956)	3,872
Capital Projects Fund	4,069,075	3,101,790	76%	967,285	(709,929)
Local Option Sales Tax	1,480,591	1,325,889	90%	154,702	(34,499)
Police Forfeiture Fund	24,248	0	0%	24,248	22,445
Police Education Fund	3,500	6,523	186%	(3,023)	(3,954)
Gas Tax	440,447	572,701	130%	(132,254)	(181,315)
Police Impact Fees	6,125	8,000	131%	(1,875)	80,266
Fire Impact Fees	140	7,120	5086%	(6,980)	89,359
Recreation Impact Fees	105,581	182,560	173%	(76,979)	(21,807)
Building Fund	1,010,785	905,497	90%	105,288	(298,308)
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA Fund	403,078	627,323	156%	(224,245)	(69,352)
Carver Heights CRA Fund	410,313	448,444	109%	(38,131)	65,628
Highway 27/441 CRA Fund	821,391	176,656	22%	644,735	1,182,425
<u>Total General Governmental Funds</u>	28,212,536	9,046,503	32%	19,166,033	20,106,997
<u>Enterprise Funds</u>					
Stormwater Utility Fund	1,364,282	803,207	59%	561,075	176,549
Electric Utility Fund	40,736,524	39,872,590	98%	863,934	(665,290)
Gas Utility Fund	6,218,208	4,888,502	79%	1,329,706	1,468,116
Water Utility Fund	8,101,987	4,900,797	60%	3,201,190	861,343
Wastewater Utility Fund	17,363,379	6,537,529	38%	10,825,850	8,051,453
Sanitation Services Fund	3,014,580	3,400,936	113%	(386,356)	(633,264)
Airport Fund	4,136,200	1,514,232	37%	2,621,968	(581,781)
<u>Internal Service Funds</u>					
Health Insurance Fund	4,459,060	5,110,808	115%	(651,748)	(349,012)
Workers' Compensation Insurance Fund	392,021	373,289	95%	18,732	194,069
Risk Management Fund	511,511	921,864	180%	(410,353)	(3,373)
Fleet Maintenance Fund	2,541,120	2,050,899	81%	490,221	(149,298)
<u>Pension Trust Funds</u>					
Municipal Police Retirement Trust Fund	1,145,298	1,331,539	116%	(186,241)	(2,763,983)
Municipal Firemen's Retirement Trust Fund	978,229	837,011	86%	141,218	(2,106,108)
General Employees' Retirement Fund	1,893,150	1,954,605	103%	(61,455)	(2,814,504)
Total All Funds	\$ 121,068,085	\$ 83,544,310	69%	\$ 37,523,775	\$ 20,791,917

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct 1, 2020 and Ending on Apr 30, 2021

Prepared by: Finance Department

Fund Name	Adopted Budget	Receipts				Budget Balance
		Revenues Amount	Non-Revenue Receipts * Amount	Total Receipts Amount	Percentage	
001 General Fund	\$ 16,867,283	\$ 13,420,797	\$ 6,081,066	\$ 19,501,863	116%	(\$2,634,580)
Special Revenue Funds						
013 Housing Assistance	79,653	35,534	0	35,534	45%	44,119
021 Debt Service Fund	942,760	0	1,613,347	1,613,347	171%	(670,587)
031 Capital Projects Fund	6,164,220	334,427	817,985	1,152,412	19%	5,011,808
132 Local Option Sales Tax	1,074,174	1,176,964	0	1,176,964	110%	(102,790)
121 Police Forfeiture Fund	4,081	456	0	456	11%	3,625
122 Police Education Fund	3,500	2,328	0	2,328	67%	1,172
133 Gas Tax	677,272	358,740	0	358,740	53%	318,532
141 Police Impact Fees	66,266	126,784	0	126,784	191%	(60,518)
142 Fire Impact Fees	-	12,009	0	12,009	0%	(12,009)
143 Recreation Impact Fees	-	96,740	0	96,740	0%	(96,740)
151 Building Fund	765,547	486,551	24,280	510,831	67%	254,716
Community Redevelopment Agencies						
016 Greater Leesburg CRA Fund	413,543	545,428	0	545,428	132%	(131,885)
017 Carver Heights CRA Fund	273,049	413,435	0	413,435	151%	(140,386)
018 Highway 27/441 CRA Fund	737,141	1,189,274	0	1,189,274	161%	(452,133)
Total General Governmental Funds	28,068,489	18,199,467	8,536,678	26,736,145	95%	1,332,344
Enterprise Funds						
014 Stormwater Utility Fund	1,097,863	946,436	0	946,436	86%	151,427
041 Electric Utility Fund	45,853,818	31,394,785	473,776	31,868,561	70%	13,985,257
042 Gas Utility Fund	4,872,417	4,326,403	114,388	4,440,791	91%	431,626
043 Water Utility Fund	6,937,247	5,236,882	112,149	5,349,032	77%	1,588,215
044 Wastewater Utility Fund	23,345,458	8,048,365	0	8,048,365	34%	15,297,093
046 Sanitation Services Fund	2,769,176	2,629,272	0	2,629,272	95%	139,904
048 Airport Fund	5,186,059	5,461,224	0	5,461,224	105%	(275,165)
Internal Service Funds						
064 Health Insurance Fund	4,239,977	4,603,753	0	4,603,753	109%	(363,776)
065 Workers' Compensation Insurance Fund	384,419	443,497	0	443,497	115%	(59,078)
066 Risk Management Fund	523,131	836,029	0	836,029	160%	(312,898)
510 Fleet Maintenance Fund	2,664,955	1,676,487	694,526	2,371,013	89%	293,942
Pension Trust Funds						
061 Municipal Police Retirement Trust Fund	1,113,448	4,917,684	0	4,917,684	442%	(3,804,236)
062 Municipal Firemen's Retirement Trust Fund	953,778	4,519,532	0	4,519,532	474%	(3,565,754)
063 General Employees' Retirement Fund	1,945,643	7,711,643	0	7,711,643	396%	(5,766,000)
Total All Funds	\$ 129,955,878	\$ 100,951,461	\$ 9,931,517	\$ 110,882,978	85%	\$ 19,072,900

NOTE - Amounts may not sum due to rounding.

* Interfund Charges and Transfers, Developer Contributions, and Debt Proceeds

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct 1, 2020 and Ending on Apr 30, 2021

Prepared by: Finance Department

Fund Name	Disbursements			Budget Balance	Excess of Receipts Over (Under) Disbursements
	Adopted Budget	Amount	Percentage		
<u>General Fund</u>	\$ 16,867,283	\$ 17,173,357	102%	(\$ 306,074)	\$ 2,328,506
<u>Special Revenue Funds</u>					
Housing Assistance	79,653	67,634	85%	12,019	(32,100)
Debt Service Fund	942,760	1,611,356	171%	(668,596)	1,991
Capital Projects Fund	6,164,220	4,051,752	66%	2,112,468	(2,899,341)
Local Option Sales Tax	1,074,174	1,010,283	94%	63,891	166,681
Police Forfeiture Fund	4,081	0	0%	4,081	456
Police Education Fund	3,500	6,027	172%	(2,527)	(3,698)
Gas Tax	677,272	735,096	109%	(57,824)	(376,356)
Police Impact Fees	66,266	44,911	68%	21,355	81,872
Fire Impact Fees	0	160	0%	(160)	11,849
Recreation Impact Fees	0	4,760	0%	(4,760)	91,980
Building Fund	765,547	846,009	111%	(80,462)	(335,178)
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA Fund	413,543	584,754	141%	(171,211)	(39,326)
Carver Heights CRA Fund	273,049	71,845	26%	201,204	341,590
Highway 27/441 CRA Fund	737,141	522,609	71%	214,532	666,665
<u>Total General Governmental Funds</u>	28,068,489	26,730,554	95%	1,337,935	5,592
<u>Enterprise Funds</u>					
Stormwater Utility Fund	1,097,863	649,512	59%	448,351	296,924
Electric Utility Fund	45,853,818	32,266,870	70%	13,586,948	(398,309)
Gas Utility Fund	4,872,417	3,705,665	76%	1,166,752	735,126
Water Utility Fund	6,937,247	4,671,675	67%	2,265,572	677,357
Wastewater Utility Fund	23,345,458	5,943,953	25%	17,401,505	2,104,412
Sanitation Services Fund	2,769,176	2,821,759	102%	(52,583)	(192,487)
Airport Fund	5,186,059	1,423,145	27%	3,762,914	4,038,080
<u>Internal Service Funds</u>					
Health Insurance Fund	4,239,977	5,343,899	126%	(1,103,922)	(740,146)
Workers' Compensation Insurance Fund	384,419	497,639	129%	(113,220)	(54,142)
Risk Management Fund	523,131	835,129	160%	(311,998)	900
Fleet Maintenance Fund	2,664,955	2,213,726	83%	451,229	157,287
<u>Pension Trust Funds</u>					
Municipal Police Retirement Trust Fund	1,113,448	677,327	61%	436,121	4,240,357
Municipal Firemen's Retirement Trust Fund	953,778	872,899	92%	80,879	3,646,633
General Employees' Retirement Fund	1,945,643	1,747,391	90%	198,252	5,964,252
Total All Funds	\$ 129,955,878	\$ 90,401,142	70%	\$ 39,554,736	\$ 20,481,836

**CITY OF LEESBURG
CASH AND INVESTMENTS BY FUND
4/30/2022**

POOLED CASH & INVESTMENTS		TOTAL	GENERAL FUND	SPECIAL REVENUE FUNDS GROUP	DEBT SERVICE FUNDS	CAPITAL PROJECTS FUND	ELECTRIC UTILITY FUND	GAS UTILITY FUND	WATER UTILITY FUND	WASTEWATER TREATMENT FUND	COMMUNICATION FUND	SANITATION SERVICES FUND	STORM WATER FUND	AIRPORT FUND	BUILDING PERMITS FUND	INTERNAL SERVICE FUNDS GROUP
OPERATING CASH		\$80,759,842.52	\$15,398,290.38	\$5,601,028.91	\$ 574,961.80	\$ 378,309.23	\$14,775,082.72	\$ 3,855,805.25	\$ 6,981,155.59	\$ 15,302,054.35		\$ 1,550,996.76	\$3,348,647.59	\$4,041,229.23	\$ 2,095,435.33	\$ 6,856,845.38
RESTRICTED CASH																
	CUSTOMER DEPOSITS	6,705,962.54					4,918,632.69	1,172,578.39	609,956.46	1,950.00		2,845.00				
	RENEWL & REPLAINT	22,840,957.96	3,425,999.93	16,032.78			3,226,439.28	1,018,461.92	2,423,660.78	11,489,857.35		850,000.00				390,505.92
	BOND/NOTE SINKING FUND	4,966,783.80		567,410.54			3,052,575.06	38,515.97	419,813.48	887,468.75						
	INFRASTRUCTURE DEVELOPMENT															
	SIGN GRANT & HUD SHIP	360,773.13		360,773.13												
	HWY 441/27 CRA - Restricted Surplus	600,000.00		600,000.00												
	IMPACT FEES	7,433,885.36														
	OTHER RESTRICTED CASH	3,929,620.03		72,443.78		3,389,026.17			1,793,621.79	5,640,263.57						
	DEVELOPER CONTRIBUTIONS	615,296.92					610,167.52	5,129.40								
	RATE STABILIZATION	(4,266,645.00)					(4,266,645.00)									
SUBTOTAL OF RESTRICTED CASH		43,186,634.74	3,425,999.93	1,616,660.23		3,389,026.17	7,541,169.55	2,235,685.68	5,247,052.51	18,019,539.67		852,845.00				390,505.92
TOTAL POOLED CASH		\$123,946,477.26	\$ 18,824,290.31	\$ 7,217,689.14	\$ 574,961.80	\$ 3,767,335.40	\$ 22,316,252.27	\$ 6,091,490.93	\$ 12,228,208.10	\$ 33,321,594.02	\$ -	\$ 2,403,841.76	\$ 3,348,647.59	\$ 4,041,229.23	\$ 2,095,435.33	\$ 7,247,351.30
NON-POOLED RESTRICTED CASH																
	CASH WITH FISCAL AGENT	1,160,035.86			612,822.00			91,781.21	190,911.98	264,520.67						
	DEPOSITORY TRUST ACCOUNT															
	DEP-WELLS FARGO															
SUBTOTAL NON-POOLED CASH		1,160,035.86			612,822.00			91,781.21	190,911.98	264,520.67						
TOTAL POOLED CASH AND INVEST		\$125,106,513.12	\$18,824,290.31	\$ 7,217,689.14	\$1,187,783.80	\$3,767,335.40	\$22,316,252.27	\$6,183,272.14	\$12,419,120.08	\$33,586,114.69		\$2,403,841.76	\$3,348,647.59	\$4,041,229.23	\$2,095,435.33	\$7,247,351.30

INDIVIDUAL SPECIAL REVENUE FUNDS

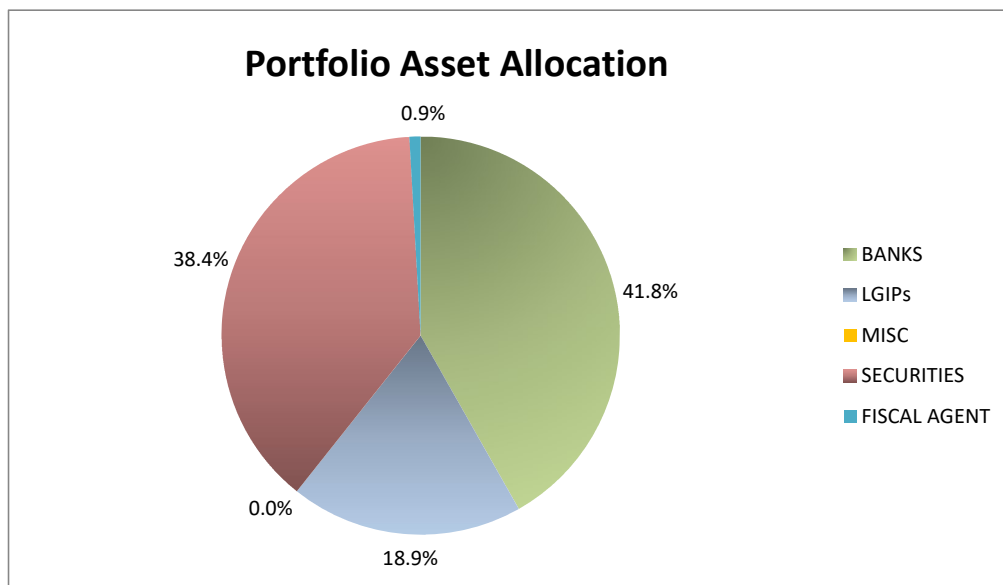
POOLED CASH & INVESTMENTS		SPECIAL REVENUE FUNDS TOTAL	HOUSING ASSISTANCE FUND	GREATER LEESBURG CRA FUND	CARVER HEIGHTS CRA FUND	HIGHWAY 441/27 CRA FUND	POLICE FORFEITURE FUND	POLICE EDUCATION FUND	DISCRETIONARY SALES TAX FUND	GAS TAX FUND	POLICE IMPACT FUND	FIRE IMPACT FUND	RECREATION IMPACT FUND
OPERATING CASH		\$ 5,601,028.91	\$ 234,934.60	\$ 43,672.65	\$ 326,712.85	\$ 2,435,016.65	\$ 103,347.63	\$ (1,710.80)	\$ 1,114,300.98	\$ 297,866.55	\$ 681,872.77	\$ 136,686.91	\$ 228,328.12
RESTRICTED CASH													
	HUD SHIP PROGRAM & \$HOUSE PROCEEDS	72,443.78	72,443.78										
	BOND/NOTE SINKING FUND	567,410.54		52,476.31		514,934.23							
	SIGN GRANT	360,773.13		91,577.78	100,000.00	169,195.35							
	R&R / OTHER RESTRICTED	16,032.78	16,032.78										
	CUSTOMER DEPOSITS	600,000.00				600,000.00							
SUBTOTAL OF RESTRICTED CASH		\$ 1,616,660.23	\$ 88,476.56	\$ 144,054.09	\$ 100,000.00	\$ 1,284,129.58	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL POOLED CASH		\$ 7,217,689.14	\$ 323,411.16	\$ 187,726.74	\$ 426,712.85	\$ 3,719,146.23	\$ 103,347.63	\$ (1,710.80)	\$ 1,114,300.98	\$ 297,866.55	\$ 681,872.77	\$ 136,686.91	\$ 228,328.12
NON-POOLED RESTRICTED CASH													
	DEP-WELLS FARGO	\$ -											
SUBTOTAL NON-POOLED CASH		\$ -											
TOTAL POOLED CASH AND INVEST		\$ 7,217,689.14	\$ 323,411.16	\$ 187,726.74	\$ 426,712.85	\$ 3,719,146.23	\$ 103,347.63	\$ (1,710.80)	\$ 1,114,300.98	\$ 297,866.55	\$ 681,872.77	\$ 136,686.91	\$ 228,328.12

INTERNAL SERVICE FUNDS

POOLED CASH & INVESTMENTS		INTERNAL SERVICE FUNDS TOTAL	HEALTH INSURANCE FUND	WORKERS' COMPENSATION FUND	RISK MANAGEMENT FUND	FLEET MAINTENANCE FUND
OPERATING CASH		\$ 6,856,845.38	\$ 1,894,935.90	\$ 1,246,686.56	\$ 154,616.56	\$ 3,560,606.36
RESTRICTED CASH		390,505.92				390,505.92
SUBTOTAL OF RESTRICTED CASH		\$ 390,505.92	\$ -	\$ -	\$ -	\$ 390,505.92
TOTAL POOLED CASH		\$ 7,247,351.30	\$ 1,894,935.90	\$ 1,246,686.56	\$ 154,616.56	\$ 3,951,112.28
TOTAL POOLED CASH AND INVESTMENTS		\$ 7,247,351.30	\$ 1,894,935.90	\$ 1,246,686.56	\$ 154,616.56	\$ 3,951,112.28

**CITY OF LEESBURG
INVESTMENT REPORT
4/30/2022**

DESCRIPTION	BALANCE 4/30/2022
BANK OPERATING AND SAVINGS ACCOUNTS	
Truist Bank - Disbursement	\$42,551,669
TD Bank - Savings	4,009,971
CenterState Bank - Savings	5,770,229
Centerstate Bank - CD	0
Synovus - CD	0
	\$52,331,868
LOCAL GOVERNMENT INVESTMENT POOLS	
FLSAFE	7,778,677
FLCLASS	9,847,138
FLPRIME	5,993,793
	23,619,609
U S TREASURY MONEY MARKET FUND (FGU Deposit)	0
US BANK (Fiscal Agent)	1,160,036
CHANDLER ASSET MANAGEMENT (SECURITIES)	46,995,000
PUBLIC TRUST ADVISORS (SECURITIES)	1,000,000
	47,995,000
TOTAL INVESTMENTS	125,106,513
MARKET ADJUSTMENT	(690,271)
TOTAL VALUE OF INVESTMENTS	<u><u>\$124,416,242</u></u>



FY 23 – CIP's Planning Presentation



Purpose:

Identify Funding Priorities for FY 23

CIP Accomplishments



General Capital Improvements

- Main Street/27 Entryway
- 441/27 Entryway
- Dixie Enhancements
- Pat Thomas Field
- Resource Center
- Venetian Gardens Phase I – Roger's Park/Kids Korner
- Venetian Gardens Phase II – Ski Beach/Floating Docks
- Venetian Gardens Phase III – The Venetian Center
- H.O. Dabney Aquatic Facility
- Teen Enrichment Center
- Various Park Improvements
- Pine Street Rehabilitation – About to Bid

Utility System Improvements/Expansions

- Electric Transformers (4)
- Villages Electric Extension
- System Upgrades
- Dixie Underground
- WWTF Sludge Disposal Modification
- WWTF Reuse Disposal Modification
- Turnpike WWTF Phase I (4.5 MGD)
- Turnpike WWTF Phase II (6.0 MGD)
- Lake Lorraine
- 9th Street Retention Pond
- Lake Water Authority – Lake Denham
- Gas – Sabal Trail
- Gas – SSGC Agreement

Airport Improvements

- 31/13 Runway Rehabilitation
- Seaplane Ramp
- Customs Upgrade
- New Hangars

CIP Funding Sources



- Discretionary Sales Tax - \$706,000 (After Other Uses)
- Unallocated FY 21 DST (Under Budget Revenue Due to COVID) - \$650,000
- Consider Reallocation of American Recovery Act - \$6,300,000
- "War Chest Funds" – Fiber Sale and Other Misc. Revenue - \$1,200,000

**\$8,856,000 – Total Available Capital Revenue
(Without Impact of GF Cash Reserve (\$12M))**

Future Annual Capital Cash Considerations:

DST - \$706,000

Natural Gas Transfer - \$1-\$2M SSGC @ 25,000 Units

Solid Waste Transfer on Occasion

American Recovery Act Spending Reconsideration



PROJECT	ALLOCATION	ENCUMBERED
LakeFront TV	\$21,450	\$21,450
Grant Administration	\$50,000	\$50,000
Leesburg Art Center	\$50,000	\$50,000
Leesburg Chamber	\$50,000	\$50,000
Leesburg Partnership	\$50,000	\$50,000
Sports Tourism Marketing	\$100,000	\$100,000
Central Florida B&G Club	\$300,000	\$300,000
West Leesburg CDC	\$750,000	\$750,000
Leesburg CDC	\$750,000	\$750,000
COL – Revenue Replacement	\$1,055,707	\$1,055,707
Pine Street Rehabilitation Project	\$2,400,000	\$2,400,000
Turnpike WWTF	\$6,300,000	\$0
	\$11,855,707	

Recommendation - Reassign Turnpike WWTF because most recent Federal ARP regulations:

1. Are favorable to Recreation and Other CIPS
2. Discourage use of Previously Bonded Projects
3. Preliminary Financial Work Shows that Wastewater Revenues Can Manage \$30M Debt Issue

CIP Projects To Consider



- Market Street and City Hall Court Yard - \$3,000,000
- Sleepy Hollow and Susan Street Park Phase II - \$3,000,000
- Marina Rehabilitation - \$2,000,000
- Contingency (No Allocation) - \$856,000

CIP Project Details



Marina



Venetian Cove Marina



- 44 Wet Slips
- 145 Dry Slips
- Fuel
- Offices
- Boat Maintenance Bay
- Restrooms
- Concessions
- Parking



Current Building

- 1750 SF Trailer
- Two offices
- Reception/Main Seating Area
- Restrooms
- Unleaded gas tank in front of building
- Diesel gas tank near forklift loading area

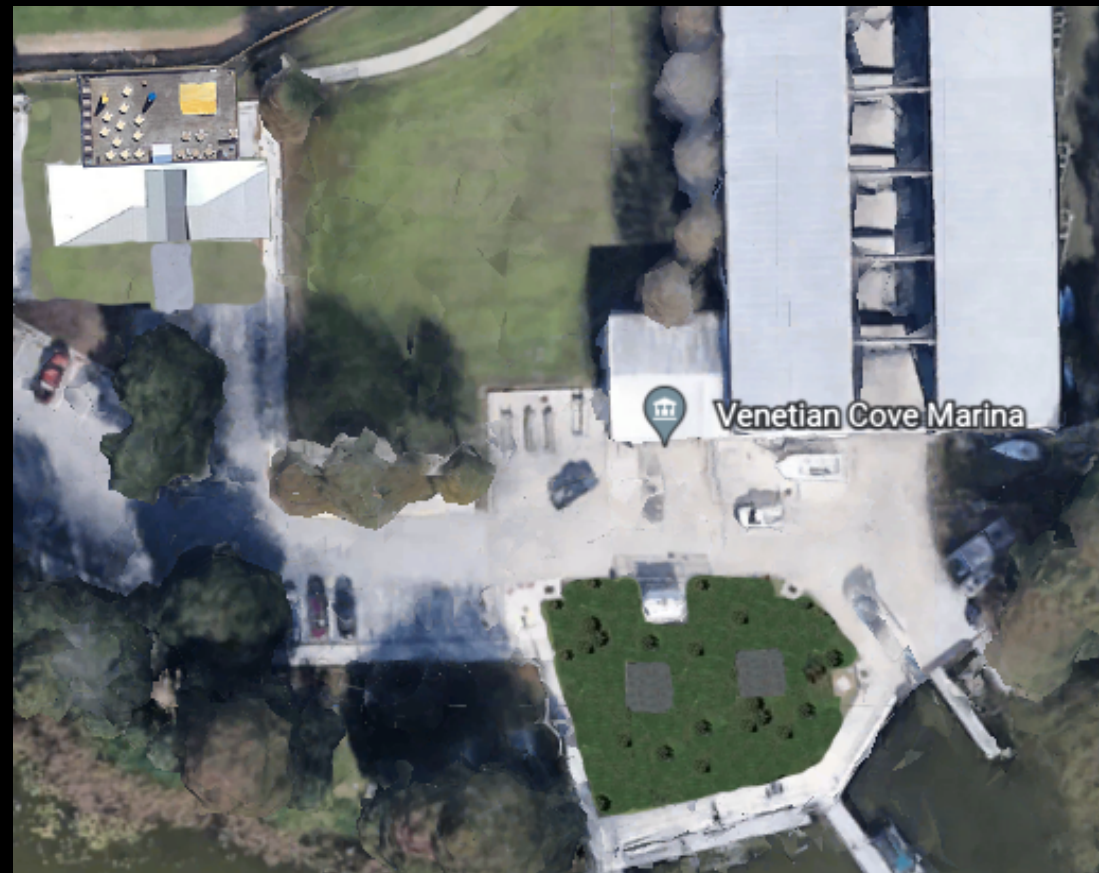
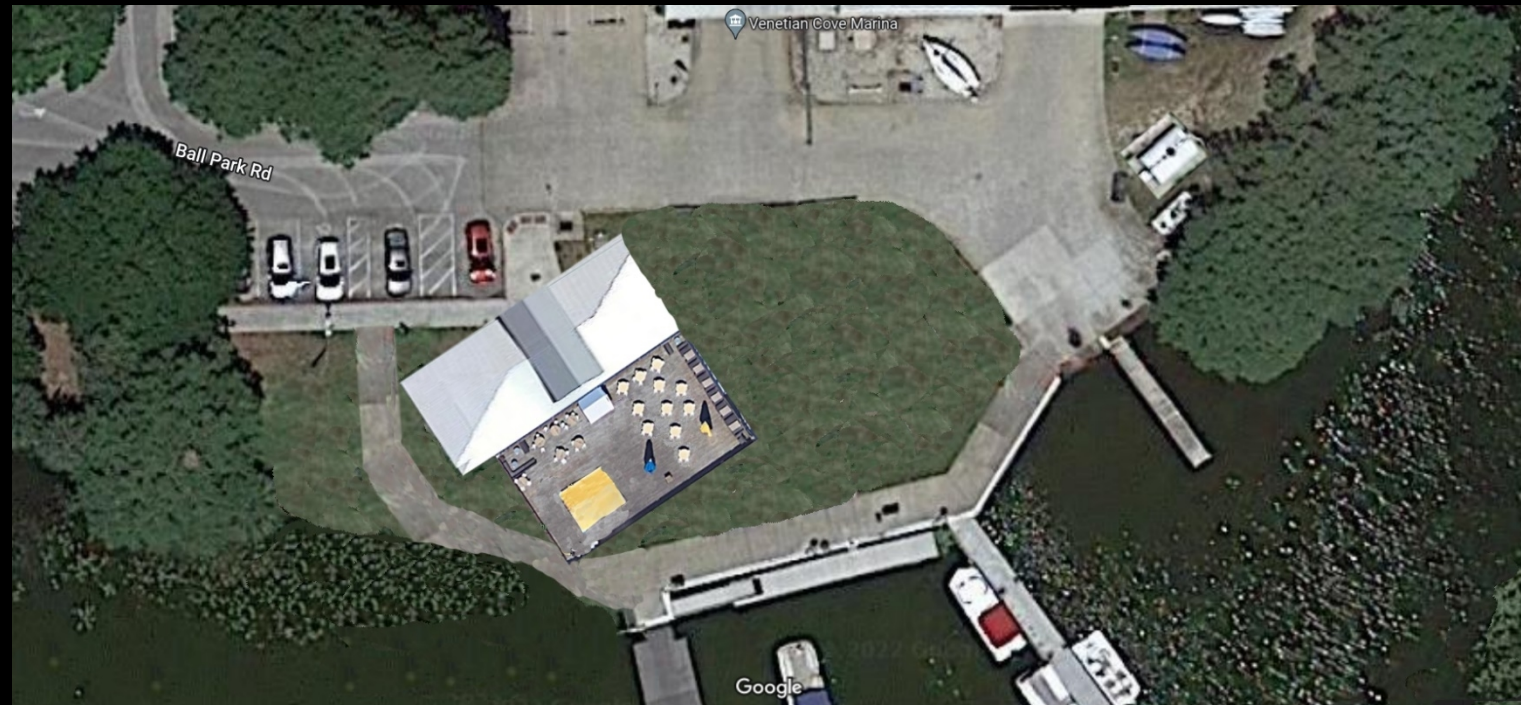


Proposed Building



- Marina side of Building
 - Two offices
 - Reception
 - Restrooms
- Restaurant side of building
 - Kitchen
 - Eating area
 - Outdoor eating area

Concepts to be Determined





Venetian Cove Marina Profits



- Average Revenue (FY '19-'22)
- 145 Dry Slips
 - Average Yearly Revenue Per Slip: \$1,592
- 44 Wet Slips
 - Average Yearly Revenue Per Slip: \$1,842
- **Average Total Profit**
 - \$214,729



Additional Wet Slips



- 34 Additional Wet Slips
- 78 Total Slips
- Additional \$62,628 per year



Complete Project



- Replace building (Location TBD)
- Add small "boat in" restaurant to marina office
 - Outdoor seating
- Add wet slips (number TBD)
- Add public docks
- Move unleaded gas tank (possibly increase size)
- Add pump out station
- Replace gas pump

Estimated Budget
\$2,000,000

CIP Project Details



Sleepy Hallow Phase And Susan Street Park



Main Project Area “Section 1”



- Stadium Field
 - Field Turf
 - Track
 - Restrooms, Concessions, Locker Rooms
- Four Multipurpose Fields
 - Shaded Seating
 - Concessions/Restroom Building
- Playground
- Tree Clearing
- Retention Cleaning
- Fountain
- Ingress/Egress
 - Extend Red Raider
 - Enter off of HWY 27
- Two non-connected parking lots



Current Layout



Current Strengths

Space	Practice Fields/Facilities
Field Conditions (1-4)	Locker Rooms W/Showers
Controlled entrance	Staff

Areas for Improvement

Spectator Seating	Ladies Restrooms
Broadcasting Opportunities	SID Needs
Signage/Promotion	Aesthetics
Functionality (Concessions/Food Trucks/Food & Bev Tents)	Umpire/Staff Room

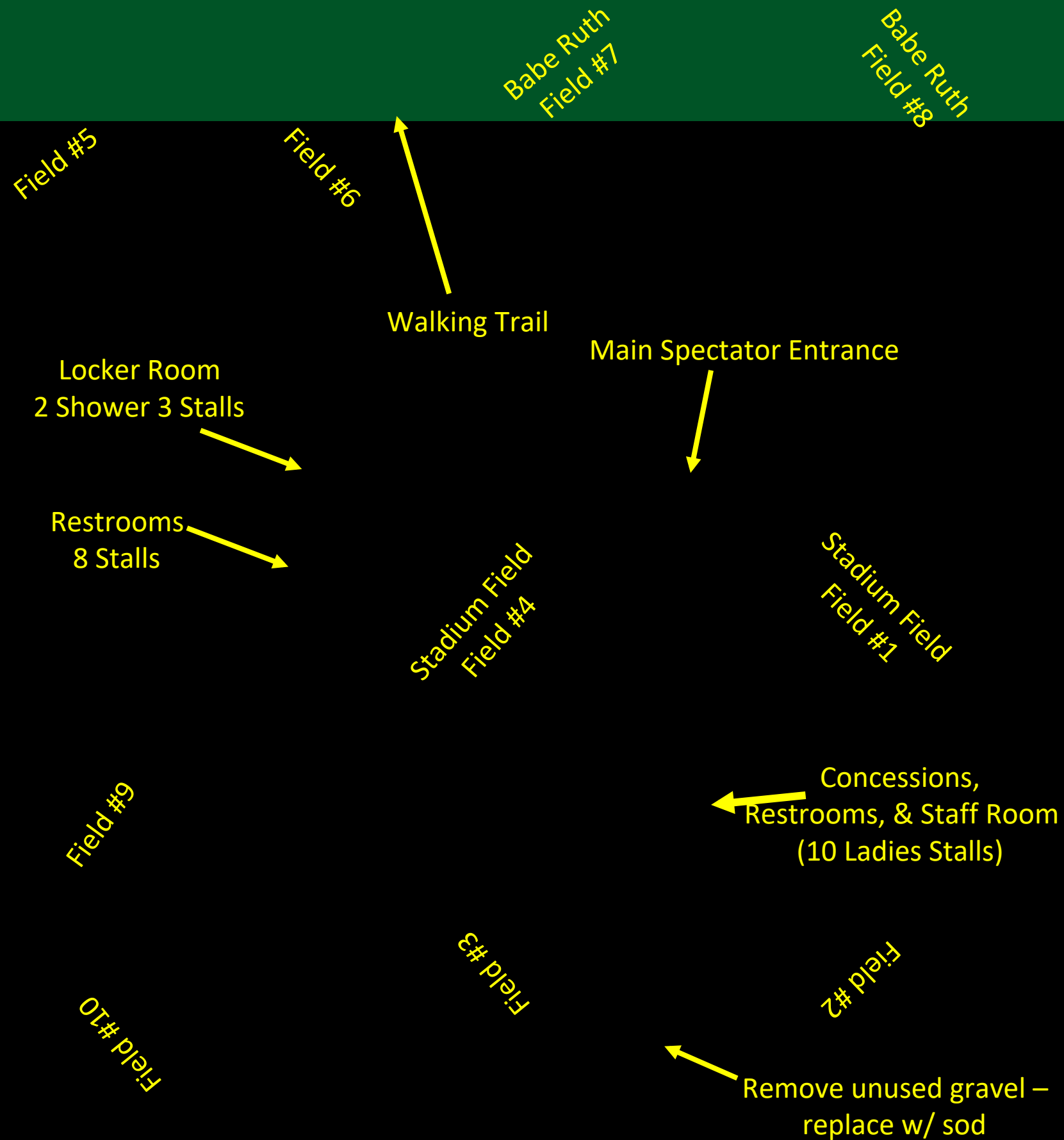


Proposed Overview

- Highlights:
 - 2 – 350+ aluminum stadium bleachers
 - 2 - 200 seat towable aluminum bleachers
 - 4 - D1 practice/D2,3,NAIA, Youth game fields
 - Return 7/8 to baseball fields
 - 8-10 - additional ladies restrooms
 - Walking Trail
 - Aesthetics
 - Signage
 - Electricity between 1-2 & 2-3 for food trucks

Estimated Budget

\$3,000,000-\$4,500,000



Sleepy/Susan Economic Impact



Susan Street

Skeleton Improvements						
\$3,000,000						
	Local	Regional	Hallmarck	Max EI	EI +/-	Events & Organizations
2019	0	0	0	\$ -		Recreation programs
2021	0	0	0	\$ -		Recreation programs
2022	0	0	0	\$ -		Recreation programs
2023	1	2	0	\$ 296,067.00		Recreation programs, County Tournament, Pop Warner, 7v7
2024	1	3	0	\$ 440,099.00	49%	Recreation programs, County Tournament, Pop Warner, 7v7, Bologna FC
2025	1	4	0	\$ 584,131.00	33%	Recreation programs, County Tournament, Pop Warner, 7v7, Bologna FC
				\$ 1,320,297.00		

Sleepy Hollow

Skeleton Improvements						
\$800,000 - \$1M						
	Local	Regional	Hallmark	EI	EI +/-	Events & Organizations
2019	34	0	0	\$ 272,102.00		Local
2021	36	1	1	\$ 1,064,588.00	291%	Local, B1G, TSG D1
2022	22	5	2	\$ 2,161,122.00	103%	Local, NLSN, TSG D1, TSG Premier D3, PGF
2023	20	8	2	\$ 2,577,212.00	19%	Local, TSG D1, TSG Premier D3, PGF, USA Softball, Bluechip Softball
2024	19	9	2	\$ 2,713,241.00	5%	Local, TSG D1, TSG Premier D3, PGF, USA Softball, Bluechip Softball
2025	17	10	2	\$ 2,841,267.00	5%	Local, TSG D1, TSG Premier D3, PGF, USA Softball, Bluechip Softball
				\$ 11,629,532.00		

CIP Project Details



Market Street

Market Street

