

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

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS:

A. None

3. PRESENTATIONS:

A. None

4. PUBLIC COMMENTS:

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

5. CONSENT AGENDA:

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

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held July 11, 2022

B. PURCHASING ITEMS:

1. None

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Public Transportation Grant Agreement 451127-1-94-01 between the City of Leesburg and the Florida Department of Transportation (FDOT), for the purpose of obtaining funding for the Leesburg International Airport Wildlife Hazard Assessment; and providing an effective date.**
- 2. Resolution of the City Commission of the City of Leesburg, Florida accepting and approving a plat for Villages of West Lake Unit No. 65, a subdivision of the City of Leesburg, Florida, being a portion of Section 08, 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. 65)**
- 3. Resolution of the City Commission of the City of Leesburg, Florida accepting and approving a plat for Villages of West Lake Unit No. 67, a subdivision of the City of Leesburg, Florida, being a portion of Section 08, 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. 67)**
- 4. Resolution of the City Commission of the City of Leesburg, Florida amending the Fiscal Year 2021-22 Budget for the Stormwater, Airport and Fleet Services Funds for the Third Quarter; and providing an effective date.**
- 5. Resolution of the City Commission of the City of Leesburg, Florida authorizing approval of the Interlocal Agreement between Lake County, Florida and the City of Leesburg regarding use of Impact Fee Trust Funds for the Leesburg Public Library; and providing an effective date.**
- 6. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a contract for purchase and sale and lot line deviation with Concire, Inc for real estate within the Lake Harris Shopping Center in order to accommodate the expansion of Lift Station #72; and providing an effective date.**
- 7. 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. 42, Unit No. 43, Unit No. 44, Unit No. 45, and Unit No. 46 as described therein; and providing an effective date.

8. 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. 40, Unit No. 41, Unit No. 50, Unit No. 51, Unit No. 52, Unit No. 53, and Unit No. 54 as described therein; and providing an effective date.

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

A. **SECOND READING OF ORDINANCES**

1. **WITHDRAWN BY APPLICANT**

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. **WITHDRAWN BY APPLICANT**

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. **WITHDRAWN BY APPLICANT**

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)

B. FIRST READING OF ORDINANCES

1. An Ordinance of the City of Leesburg, Florida modifying the existing zoning of PUD (Planned Unit Development) on approximately 214.84 acres, for a property generally located east and west of U.S. Highway 27 and north of Florida's Turnpike, as legally described in Section 01, Township 21 South, Range 24 East, and Section 06, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (Lyden-Nicholson)
2. An Ordinance of the City of Leesburg, Florida changing the zoning on approximately 32.86 +/- acres from City of Leesburg PUD (Planned Unit Development) to City of Leesburg PUD (Planned Unit Development) to replace 208 townhouses with 83 detached single family residential units for a property generally located north of Sunnyside Drive and west of Fern Drive, as legally described in Section 30, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Sunnyside Oaks)
3. An Ordinance of the City of Leesburg, Florida annexing certain real property consisting of approximately 9.74 +/- acres; and being generally located east of Sleepy Hollow Road and north of Sunnyside Drive, lying in Section 29, Township 19 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 1; and providing an effective date. (Frazier's Sleepy Hollow)
4. 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 9.74 +/- acres from Lake County Rural Transition to City of Leesburg Estate Residential, for a property generally located east of Sleepy Hollow Road and north of Sunnyside Drive as legally described in Section 29, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Frazier's Sleepy Hollow SSCP)
5. An Ordinance of the City of Leesburg, Florida changing the zoning on

approximately 9.74 +/- acres from Lake County R-1 (Rural Residential) to City of Leesburg PUD (Planned Unit Development) to allow a single-family residential development for a property generally located east of Sleepy Hollow Road and north of Sunnyside Drive, as legally described in Section 29, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Frazier's Sleepy Hollow)

- 6. An Ordinance of the City of Leesburg, Florida changing the zoning on approximately 280 +/- acres for a property generally located south of Florida's Turnpike and east of County Road 33, lying in Sections 34 and 35, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Battaglia)**
- 7. An Ordinance of the City Commission of the City of Leesburg, Florida providing for amendments of the City Charter; amending Article I, Section 5 relating to Powers of the City; providing requisite ballot language for submission to electors; providing for severability; providing for inclusion in the Charter; providing for conflict; and providing an effective date.**

C. NON-ROUTINE ITEMS

- 1. Resolution of the City of Leesburg, Florida authorizing the issuance of the City's not to exceed \$30,000,000 Utility System Revenue Bond, Series 2022 for the purpose of financing the costs of the Acquisition, Construction and Equipping of the Construction of a Wastewater Treatment Facility and other Capital Projects of the Utility System and pay costs of issuance for such bond; authorizing the Mayor, Mayor Pro-Tem, City Manager or Finance Director to award the sale of such bonds to Truist Bank, in accordance with certain parameters set forth herein; approving the form and authorizing the execution and delivery of a loan agreement to secure the repayment of said 2022 bond; providing for the payment of such 2022 bond from the pledged revenues of the City's Water, Sewer and Gas systems on parity with certain existing city utility system debt, all as provided in the loan agreement; approving the form and authorizing the execution and delivery of an allonge to its Utility System Revenue Refunding Note, Series 2010 originally purchased by Truist Bank (Successor to SunTrust Bank); authorizing the proper officials of the City to do any other additional things deemed necessary or advisable in connection with the execution of the loan agreement, such 2022 Bond, and the security therefor; authorizing the execution and delivery of documents in connection with said loan; providing for severability and other matters in regard thereto; 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 May 2022

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. ROLL CALL:

11. SUSPEND REGULAR MEETING

12. OPEN the CLOSED ATTORNEY-CLIENT SESSION

13. EXIT all BUT THE FOLLOWING INDIVIDUALS:

**A. Mike Pederson - Jimmy Burry - John Christian - Jay Connell - Dan Robuck, III -
Mark Brionez - Stephanie Brionez - John Metcalf - Al Minner - Court Reporter**

14. END CLOSED SESSION AND REOPEN COMMISSION MEETING

15. ADJOURN:

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

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, July 11, 2022, at Leesburg City Hall. Mayor Pederson called the meeting to order at 5:32 p.m. with the following members present:

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

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

INVOCATION

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

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

2. PROCLAMATIONS:

A. None

3. PRESENTATIONS:

A. Pine Street Final Design Review

Joseph LaFasso with CPH, Inc. Sanford, thanked the commission for allowing them to come and give an update on the Pine Street project. With him tonight is Danita Bryant from their firm. They both represent the design team working for the city on this project. This project has three main objectives; maintain the connectivity to the Pine Street corridor, increase safety for both pedestrians and vehicles on that corridor and provide beautification. In order to maintain connectivity throughout the corridor, Pine Street must remain continuous from Canal Street to Lake Street. Additional parking will be added within the project limits to facilitate access to adjoining properties. The project will include on-street parking as well. There

was an interesting opportunity that came up in the St John's permitting process where we could utilize pervious pavers for the surface area in the parking stalls. This is a new, more minimally impactful way to account for additional impervious area without having to use more costly options like ponds. In addition to that, the new parking lot is being designed concurrently with the roadway improvement project. It is being proposed on property owned by the CDC. It would add additional parking to that whole area. Another important aspect of the project is increasing the safety of the Pine Street corridor. This is done by adding features like raised crosswalks and roundabouts at key locations like Rambo Street. This not only provides additional raised crossings for pedestrians, but it slows down the travel speed of vehicles, adding to the overall increase in safety for the roadway. The roundabout affords the best of all these safety improvements because it corrects the skewed intersection geometry at Rambo Street. It eliminates hazardous right angle crashes by being a circulating roadway and it will also provide pedestrian refuge islands to assist pedestrians safely crossing the road, as well as reduce travel speeds through the intersection. In addition, the spacious center island will provide an opportunity for a statement piece and it will be a perfect segue to providing beautification. The beautification will be provided throughout the corridor through the use of landscaping and hardscape features like the pavers. The city has also added street lighting to this project. That is not only an aesthetic enhancement, it is also part of the safety feature. Lastly, he would be remiss if he did not bring up all the hard-work everyone has done from the city and CPH. They worked hard on the concurrent utility upgrades and relocations that are going to make the roadway and landscaping improvements possible.

CM Minner added we do not have an official engineer's estimate yet. Our initial budget, which was 2.4 million dollars. The thing that may throw us outside the box that we really did not plan for, but we need to do, is the infrastructure relocations. That came to us later after we did surveys. We found out that Isaac Newton's 11th law is, whenever you build something new you always need to watch out for the old pipes underneath you. With a brand new street you do not want to dig it up the next day. They will try to weave that into it and be okay on that 2.4 million dollar budget. He also wanted to bring to their attention some of the grass median or grass in the right-of-way. The design is a typical street with a typical curb. It has a little gap that was scheduled for the Bahaya sidewalk edge right of way. What CPH is looking to do is turf. We are looking at it for a couple of reasons; it aesthetically looks nice and there really is no maintenance. Many of the projects we have done we have been going back and putting Bahaya over St. Augustine grass. The environmentally right thing to do would be to not put in St. Augustine grass because of its water requirements. Since doing a lot of these projects, the turf option has started to come to our attention. There was a commissioner who asked if we had seen turf in certain locations because it looked good. He used his executive authority to put turf in at the airport. He believes it is the Wilco entryway where they put in the new sign. There used to be a rock flower bed there because we did not have irrigation for that particular bed. In his opinion, it was just ugly. He talked with the Public Works Director and they decided to put turf in that bed about a year ago. It was a little expensive for that little piece of turf. He believes it was about forty-five hundred dollars, but on the flip side, it looks good and it will last. There is no need to water it and there is zero maintenance. He would like to examine the possibility of putting turf in the right of way down this corridor. For those reasons and to experiment, because it is attractive and if it does come out nice and affordable, it may be an alternative that we want to look at for any other right of ways. Turf these days does look really nice and the turf at the airport has been sitting in a hotspot of the city with traffic, the sun and it still looks like we put it in yesterday.

Commissioner Burry asked what the life expectancy is for turf and does the sun bleach it out? **PWD Kelsey** answered it has about a fifteen year life expectancy to remain looking new. However, it will last a lot longer than that with proper care. **Commissioner Robuck** said he was one of the commissioners who asked about using turf in other areas. This weekend he was reading an article because it has become very popular in the Vegas area, where they have severe water issues. The article mentioned that in very specific settings and some playgrounds in Australia, the turf gets too hot. They were recording temperatures of 198 degrees on the turf. This is something we need to be cognizant of, we need to make

sure that we get the right product and that we do not put it in areas where there would be a lot of foot traffic if that is indeed true. **CM Minner** stated in this area he does not see that being an issue. It is not around playgrounds and it is not on sidewalks. He would suspect that the corridor is a heavily foot trafficked area, but there are sidewalks. If they are walking along the turf, that would be on them, not us. That is something we need to look at and if it comes back crazy expensive, then we should probably go back to traditional turf. **Commissioner Burry** questioned (referring to the rendering) if that would be the green areas. **CM Minner** replied that, with the exception of the sidewalk areas, it would be from Childs Street to Canal Street, then from Childs Street to Rambo Street. He thinks there was some turf in the big circle that they might want to keep as grass to mix in with the flowers because there will be some maintenance there. **Mayor Pederson** asked if we would still be landscaping and irrigating that area. **CM Minner** answered that it would strictly be turf. We would only need to irrigate the roundabout. **Commissioner Christian** remarked that the airport does look good. **Commissioner Robuck** asked about the impervious pavers. You mentioned this is cheaper than the alternative. **Mr. LaFasso** replied that it would be less essential and less intrusive. We would not need to take a parcel of land and dig it out and make it a pond for the sake of the parking stall. During the permitting process when we coordinate with the Water Management District, a lot of these improvements are exempt from the permitting requirements because they are safety upgrades, like the roundabouts, speed tables and adding or improving sidewalks. Really, the only thing that was added that did not fall into any of those categories was the parking stalls. The parking stalls are a small area of this entire project corridor and the St John's permitting agents would accept the use of the pervious pavers, which have media underneath them. Using that would also allow us to permit the project instead of making a storm water pond or some other measure. **Commissioner Robuck** asked where those would go again? **Mr. LaFasso** replied those would be in the parking stalls. **Commissioner Robuck** inquired where the stalls were. **CM Minner** said they are mostly between Canal Street and Child Street. **Mr. LaFasso**, referring to a slide, said it was on the top left where it showed two banks of stalls. There is one on the north and south sides of the street. **CM Minner** pointed out this is not an action item, but if everyone liked where this is headed, the next step would be to put this out to bid by the end of the month. Then they would be back either doing the financial shuffle game or approving a construction contract. **Commissioner Christian** said the CPH agent, the public works director, and staff met with the community and the hospital at several meetings. He thanked them for incorporating everyone's ideas the best they could. He thinks throughout the whole process everyone was abreast with what was going on. He wanted to commend them on listening to everyone's thoughts and dreams on what they wanted to see on Pine Street. He cannot wait until construction starts. He cannot wait until this project is finished. Hopefully, it is sooner rather than later. **CM Minner** stated with those comments, we are remiss because we have been discussing this item now for the last five to ten minutes and we failed to mention the hospital. The University of Florida hospital has been absolutely awesome to work with. They have actually donated or will be donating some of the property that will enable us to put in the roundabout. In the initial phases of this project, there was a small roundabout and a big roundabout. We wanted to do the big roundabout for safety reasons, for accessibility and ease reasons, but we leaked over into the hospital's property. For safety improvements from the project and because it had the hospital as a beneficiary of it, they were willing to work with us and they will grant that right of way to us as we move forward. **Mayor Pederson** asked for any further questions. There were none.

4. PUBLIC COMMENTS:

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

There were no public comments.

5. CONSENT AGENDA:

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

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

The roll call vote was:

Commissioner Christian	Yes
Commissioner Burry	Yes
Commissioner 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 June 27, 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 with Odyssey Manufacturing Company to provide the annual requirements of liquid sodium hypochlorite (aka chlorine) for the City's water and wastewater operations, providing for a unit price cost adjustment; and providing an effective date.**

ADOPTED RESOLUTION 11,116

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Leesburg Fire Department to apply for, and, if awarded accept a grant from the Florida State Fire Marshall's Office for the purchase of twenty (20) particulate blocking hoods; and providing an**

effective date.

ADOPTED RESOLUTION 11,117

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

ADOPTED RESOLUTION 11,118

3. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the City Commission to approve for use, the Corporate and Maintenance Wait List Policy and Application Form; and providing an effective date.

ADOPTED RESOLUTION 11,119

4. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Joseph A. Shepperd and Debra M. Shepperd, husband and wife, for the purpose of granting the City an Easement over the property described therein; and providing an effective date.

ADOPTED RESOLUTION 11,120

5. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute ARP Civic Funding Agreements with Darling Diamonds, Inc., Ember 911, Inc. dba Military Fire Police Support Association, Inc., Lake Community Action Agency, Inc., Love Thy Neighbor Community Services, Inc., The Quilting Sisters Guild, Inc., and United Way of Lake and Sumter Counties, Inc.; and providing an effective date.

ADOPTED RESOLUTION 11,121

6. Resolution of the City Commission of the City of Leesburg, Florida, executing and submitting the Certification of Taxable Value for Fiscal Year 2022-23 to the Lake County Property Appraiser; and providing an effective date.

ADOPTED RESOLUTION 11,122

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

authorizing the City Commission to increase the Standby Pay and Shift Differential Pay for employees not covered by a Collective Bargaining Agreement; and providing an effective date.

ADOPTED RESOLUTION 11,123

- 8. Resolution of the City Commission of the City of Leesburg, Florida, reallocating the American Rescue Plan Act (ARPA) Grant Projects; and providing an effective date.**

ADOPTED RESOLUTION 11,124

- 9. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Leesburg Police Department to apply for, and if awarded, accept a Grant from the Wal-Mart Community Grant Program for Youth Outreach Services; and providing an effective date.**

ADOPTED RESOLUTION 11,125

- 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, 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.**

ADOPTED ORDINANCE 22-38

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

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

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Robuck jokingly asked if they could extend this monthly this year, so next year it would take five minutes for the city clerk to read. This title is a bit lengthy to read.

The roll call vote was:

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

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

2. **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.**

ADOPTED ORDINANCE 22-39

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

Commissioner Burry made a motion to adopt the ordinance and Commissioner Christian seconded the motion.

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

The roll call vote was:

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

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

B. FIRST READING OF ORDINANCES

1. **None**

C. NON-ROUTINE ITEMS

1. None

7. INFORMATIONAL REPORTS:

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

A. None

8. CITY ATTORNEY ITEMS:

A. Request Consideration of an Executive Session to discuss legal strategies
Associated with current litigation (Sunnyside, LLC v. City of Leesburg)

CA Watson stated that Sunnyside Lake Land Holding, LLC, and Senzio Ventures Florida, LLC, have filed a lawsuit against the city. It concerns the city's denial of the development application for Sunnyside Development in Leesburg. The case has been filed in the Lake County Circuit and the case number is 2022-CA-755. As the commission is aware, his firm has a conflict on this particular item, so they are not able to provide representation to the city. About two meetings ago, this body selected Brionez & Brionez to serve as the city's defense council in this case. He believes they also do some work for the city on labor issues as well, so it is a law firm that the city is familiar with. The Sunshine Law generally requires all meetings to be held in the open. However, Section 286.011, Subsection 8 of the Florida Statutes does provide a limited exception to that for meetings where the city attorney has requested a meeting for advice on settlement negotiations, for pending litigation or relating to litigation expenditures in connection to that case. Brionez & Brionez has requested one of those meetings for the commission where they can get some general guidance from the commission in connection with that pending lawsuit. On behalf of Brionez & Brionez, and as required under the statute, he is requesting that a meeting be held. It will be a closed-session meeting held on July 25th. It would be so the commission can consult with the attorneys for that case on the limited items that are allowed under the statute. He stated there was only a limited number of attendees allowed to attend. The meeting would be noticed and opened just as any other public meeting. Again, they requested that it occur on the same night as the next commission meeting, so everybody here is available. However, once the closed session commences, the attendees would be limited to the commissioners, the city manager, the attorneys and the court reporter. The court reporter will transcribe the entire closed session meeting. Nothing will be off the record, everything is on the record. The court reporter will transcribe everything and they will deliver a copy of the transcription to the city clerk and that transcript will be held until the litigation is over. Once litigation has concluded, the transcript will be a public record. He pointed out for clarity that everything being said will be transcribed and made a public record at some point. Also, the subject matter is limited to this particular case. The Florida Statute gives two things that can be discussed during closed session meetings; one would be settlement negotiations and the second would be the strategy concerning legal expenditures in the case. The first step in the case is mediation. **CM Minner** stated it was set for August 16th. **CA Watson** continued to say that with the mediation session being scheduled, the purpose of this meeting is for counsel to meet with you. To get general advice and guidance on the strategy and settlement negotiations. It is the first thing in line that happens under those procedures. **Mayor Pederson** asked if he would be excluded entirely. **CA Watson** replied yes, he would be excluded because of the conflict. **Mayor Pederson** said he did not know if he could still oversee it or at least monitor it. **CA**

Watson commented that he tried to talk to John Metcalf, he understood that would be the attorney attending the closed session meeting from Brionez & Brionez; however, he was unable to talk to him today. He hoped to talk to him about conducting the meeting. He thinks Attorney Metcalf can handle it, but if the commission feels better about having a city attorney present, he could reach out to Attorney Holt, who provided the representation for the city before Brionez & Brionez got involved. **Mayor Pederson** stated he was not referring to that, he was just being respectful, and did not know if it was an oversight that he had forgotten himself as part of the plan. **CA Watson** remarked he is out because of conflict of interest. **Mayor Pederson** asked if there was a time set yet. **CA Watson** answered no. If the commission wants to set a time after the normal commission meeting, it could commence it at that point. It could also be set up before the normal commission meeting. **CM Minner** said in the past they have done it before, but it limits the time to thirty minutes. He does not think the July 25th meeting has a humongous agenda. From what he can remember, the biggest item on that agenda is the banknotes. He will be bringing the banknotes of the thirty million dollars for the turnpike expansion on the next agenda. If we do not want to be hamstrung for time, he would suggest doing it after the regular meeting. The city clerk will publicize the meeting because we need to state that we are holding it even though it is limited to certain attendees. If that would be more conducive to everyone's schedule. **CA Watson** stated it would commence just like any normal meeting. It would open and then you would excuse everybody except for the exclusive parties that are permitted to be in the closed session. Once you have finished, you will go back into the normal meeting and state you will close the closed session and then close the regular meeting. **Mayor Pederson** stated he had an unfair question, but how long do you think this process would take? **CA Watson** replied it is hard to say. He would be reluctant to say anything less than an hour. That is to allow everybody time to go over what they need to go over. **CM Minner** agreed and said we would want to do it after the regular meeting. This is a tricky issue for the commission. It is definitely an interesting topic and it will generate a lot of discussion amongst everyone on how we want to direct counsel. He encouraged the commission to hold the session after the regular meeting. **CA Watson** agreed that they did not want to be there with ten minutes left trying to rush through the items and make a decision. They want to leave enough time to go through each item. **Commissioner Robuck** said it would be fine with him. He was okay with the banknote on the agenda, but allow enough time for this closed session. **CM Minner** said that he would be lying if staff did not have that conversation already. **Mayor Pederson** thanked the city attorney for his time.

9. CITY MANAGER ITEMS:

CM Minner reminded everyone of the banknote that would be coming at the next meeting. Also, tomorrow, Tuesday, is the last budget workshop at 5:30 p.m.

10. ROLL CALL:

Commissioner Christian had no comment.

Commissioner Burry had no comment tonight.

Commissioner Robuck had no further comment.

Commissioner Connell had no comment.

Mayor Pederson stated that he had one item. He previously mentioned this during a budget workshop and he asked the city manager to survey the salaries of other city managers. He emailed that information

to all the commissioners. He passed out a copy of that email to everyone. He believed everyone had a chance to review it ahead of time. With all the pressure and inflation on salaries. He wants to be sure we are taking proper care of the city manager.

This is all public information. It includes our city manager's current base salary of \$196,976, so if we could round it up to \$197,000. He cannot make a recommendation himself, but if he could, his recommendation would be to bump the city manager's salary from one hundred and ninety seven thousand dollars to two hundred and nine thousand dollars, which would be a twelve thousand dollar increase. We have the five percent increase coming, assuming it gets approved, so then the five percent increase in the budget would take the city manager to roughly two thousand and twenty thousand dollars. That would put him at the high end of the range with other city managers. The other city managers are due for annual increases as well, but those are his thoughts. He thinks the city manager is doing a great job for the city and he wants to make sure we keep him here for quite a while. He does serve one of the bigger cities and he deserves to be paid towards the top of the pay scale. He also surveyed cities outside our market because they could be looking at recruiting him and those salaries range from two hundred and twenty five thousand dollars to two hundred and fifty thousand dollars. There are two factors here; we keep his pay competitive locally and keep him from getting picked up by another city in the State of Florida. **Commissioner Connell** said with the five percent increase, that would take him to two hundred and six thousand dollars, almost two hundred and seven thousand dollars. **Mayor Pederson** commented that he was open to any ideas, but his recommendation would raise twelve thousand dollars now.

Commissioner Connell asked if we would then give him the five percent increase. **Mayor Pederson** said yes because that would get him up to two hundred and twenty thousand dollars. **Commissioner Connell** said that would be a twenty-four thousand dollar raise, correct? **Mayor Pederson** said as of October 1st it would be twenty-two thousand dollars over what he is making now. Looking at the ranges on the chart. **Commissioner Robuck** stated he was certainly okay with it. The one thing that these other cities do not have are utility systems, which is a whole other ballgame. These salaries, even the two hundred and twenty thousand dollars, if you look at a private company that makes these types of revenue, are almost laughable. He knows we are not private, but the fact of the matter is, the people that recruit city managers are not Tavares or Eustis. They may try, but it is the Lakelands and Gainesvilles of the world that have utilities and an airport. There are very few cities that have utilities for them to go poach people from. More importantly, the gas expansion. Frankly, if it was not for our city manager's leadership on the gas expansion, we would not be talking about making any of the improvements that we all love to make. He fully supports this recommendation. **Commissioner Christian** stated that he does not have a problem with this. In fact, he tried to do this a few years ago and the city manager kind of squirmed at it. **CM Minner** replied that he is squirming now. **Mayor Pederson** remarked that he brought this up, he initiated this and he asked him to do the survey. **Commissioner Christian** said he had talked to the city manager about this earlier and he was fine, but he wanted to go on the record and say that with Groveland, that twenty-three thousand four hundred dollar housing allowance is included in the salary. **CM Minner** confirmed that is correct. With Groveland, \$218,449 was the total package, which included the housing allowance. **Commissioner Christian** commented he wanted everybody to be aware that we are not just saying Groveland because they allow a twenty-three thousand dollar housing allowance and a retention bond of seven thousand five hundred dollars. Where Leesburg has a car allowance of three hundred dollars. **Commissioner Robuck** pointed out that many of the cities have pensions, so they are contributing fifteen to twenty percent of the salary to their retirement, which we do not, we only give five percent. **Commissioner Christian** said that is a good point when you talk about utilities because, as we heard the city manager talk about our utility managers and directors about how their salaries are going up to one hundred thousand to one hundred and ninety thousand dollars plus. He is a firm believer that the city manager is responsible, because that is who we are going to blame. If we ever have a crash in water or wastewater, we will blame the city manager. He gets praised for the good stuff and he gets blamed for the bad stuff. The city manager has a great responsibility to our utilities to make sure they are running the right way. Of course, Leesburg is not slowing down with growth, so he is going to have to be even

sharper with his pen when we talk about expansion, water line expansion and, as other communities want to come into Leesburg, that is going to just put more pressure on the city manager to make sure that we get the things that we want. As we talked about Pine Street tonight, we talked about some of the things that he brags about that Leesburg has that other cities in Lake County do not have. He gave kudos to the city manager and to the staff because he hired the right people and he keeps them motivated.

Commissioner Robuck made a motion to approve the mayor's recommendation on the increase in the city manager's salary and Commissioner Christian seconded the motion.

Mayor Pederson asked for any further comments. **Dr. Erica Jasper** commented that the city manager is doing a great job for the City of Leesburg. He has progressed the city forward in so many dimensions. She congratulated and applauded him.

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 approved the recommendation.

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 6:08 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: July 25, 2022

From: Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Public Transportation Grant Agreement 451127-1-94-01 between the City of Leesburg and the Florida Department of Transportation (FDOT), for the purpose of obtaining funding for the Leesburg International Airport Wildlife Hazard Assessment; and providing an effective date.

Staff Recommendation:

Staff recommends approval and execution of the Public Transportation Grant Agreement with the FDOT.

Analysis:

Staff has received a grant/offer agreement from the FDOT for the Wildlife Hazard Assessment (WHA), for 8% of the project study costs.

At the City Commission meeting on 6/27/2022, the Commission approved and executed a FAA grant for 90% of the WHA costs, and a GAI Consultants, Inc. task order for the study.

Procurement Analysis:

N/A

Options:

1. Approve the resolution authorizing execution of the grant agreement with the FDOT; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

This project is in the current budget and is funded by FAA and FDOT grants as follows:

\$112,320.00 - FAA 90% reimbursable grant

\$ 9,984.00 - FDOT 8% reimbursable grant

\$ 2,496.00 - Airport Current Revenue

Account No. 048-0000-334-4100

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
PUBLIC TRANSPORTATION GRANT AGREEMENT 451127-1-94-01
BETWEEN THE CITY OF LEESBURG AND THE FLORIDA DEPARTMENT
OF TRANSPORTATION (FDOT), 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 Florida Department of Transportation (FDOT), whose address is 719 S. Woodland Boulevard, MS 530, Deland, Florida, 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 25th day of July 2022.

Mayor

ATTEST:

City Clerk

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Financial Project Number(s): (item-segment-phase-sequence) 451127-1-94-01	Fund(s): Work Activity Code/Function: 215	DDR	FLAIR Category: 088719
	Federal Number/Federal Award Identification Number (FAIN) – Transit only: N/A		Object Code: 740100
Contract Number:	Federal Award Date: N/A		Org. Code: 55052000531
CFDA Number: N/A	Agency SAM/UEI Number:		Vendor Number: VF596000362006
CFDA Title: N/A			
CSFA Number: N/A			
CSFA Title: N/A			

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

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

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Wildlife Hazard Assessment at Leesburg International Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☐ Aviation
- ☐ Seaports
- ☐ Transit
- ☐ Intermodal
- ☐ Rail Crossing Closure
- ☒ **Match to Direct Federal Funding** (Aviation or Transit)
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ Other

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☐ *Exhibit G: Audit Requirements for Awards of State Financial Assistance
- ☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

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___ *Additional Exhibit(s):

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

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

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through June 1, 2026. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

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

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

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

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

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. **Project Cost:**

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- a. The estimated total cost of the Project is \$125,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$10,000 and, the Department's participation in the Project shall not exceed 8.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

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

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

 Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

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

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

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

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

h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

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- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

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in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

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

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

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best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

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

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

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

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

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

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

Federal Funded:

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

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inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

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

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audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

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

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

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial

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assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

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

And

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

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

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- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

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

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

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- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of

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

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

This indemnification shall survive the termination of this Agreement."

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

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coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

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

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in

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contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

- g. Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

AGENCY City of Leesburg

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: C. Jack Adkins

Title: _____

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Daniel L. McDermott

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/22

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): The need to conduct a Wildlife Hazard Assessment at Leesburg International Airport is significant. An assessment was previously completed in 2012; however, it does not accurately depict current wildlife conditions at the airport.

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

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Wildlife Hazard Assessment Study/Management Plan: As required by 215.971, F.S., this scope of work includes but is not limited to consultant fees and survey costs. It includes all equipment, labor, and incidentals required to complete the project in accordance with FAA Advisory Circular (AC) 150/5200-33B, Hazardous Wildlife Attractants On or Near Airports. Wildlife Biologist(s) will be qualified in accordance with FAA AC 150/5200-36A, Qualifications for Wildlife Biologist Conducting Wildlife Hazard Assessments and Training Curriculums for Airport Personnel Involved in Controlling Wildlife Hazards on Airports. The Sponsor will comply with Aviation Program Assurances.

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

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

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

F. Transit Operating Grant Requirements (Transit Only):

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

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EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
451127-1-94-01	DDR	088719	2023	740100	N/A	N/A	\$10,000.00
451127-1-94-01	FAA	088719	2023	740100	N/A	N/A	\$112,500.00
451127-1-94-01	LF	088719	2023	740100	N/A	N/A	\$2,500.00
Total Financial Assistance							\$125,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$10,000.00	\$2,500.00	\$112,500.00	\$125,000.00	8.00	2.00	90.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$10,000.00	\$2,500.00	\$112,500.00	\$125,000.00			

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

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

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

Joseph A. Jenkins

Department Grant Manager Name

DocuSigned by:

Joe Jenkins

7/6/2022 | 10:04 AM EDT

Signature

17F3039EB617433...

Date

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E

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

A. General.

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

B. Agency Compliance Certification.

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

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b. Florida Administrative Code (FAC)

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

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

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

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

a. Federal Requirements

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

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

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

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

a. Federal Requirements

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

b. Florida Requirements

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

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C. Agency Authority.

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

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

1. Accounting System.

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

2. Good Title.

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

3. Preserving Rights and Powers.

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

4. Hazard Removal and Mitigation.

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

5. Airport Compatible Land Use.

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

6. Consistency with Local Government Plans.

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

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

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

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

8. Airport Financial Plan.

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

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

10. Fee and Rental Structure.

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

11. Public-Private Partnership for Aeronautical Uses.

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

12. Economic Nondiscrimination.

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

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

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

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

14. Operations and Maintenance.

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

15. Federal Funding Eligibility.

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

16. Project Implementation.

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

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

18. Airfield Access.

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

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

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

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

20. Consultant, Contractor, Scope, and Costs.

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

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

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

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

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

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

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

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

a. Project Certifications. Certify Project compliances, including:

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

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

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

c. Inspection and Approval. The Agency assures that:

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/22

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

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

- End of Exhibit E -

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/22

EXHIBIT F

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

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

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

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

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

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

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

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

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

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

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

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

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: July 25, 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. 65, a subdivision of the City of Leesburg, Florida, being a portion of Section 08, 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. 65)

Staff Recommendation:

Staff recommends approval of the plat for Villages of West Lake Unit No. 65 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 161 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. 65 subdivision; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

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

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA ACCEPTING AND APPROVING A PLAT FOR VILLAGES OF WEST LAKE UNIT NO. 65, A SUBDIVISION OF THE CITY OF LEESBURG, FLORIDA, BEING A PORTION OF SECTION 08, 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. 65)

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. 65 is hereby approved and accepted by the City of Leesburg, Florida; being

A PARCEL OF LAND LYING WITHIN THE WEST 1/2 OF SECTION 8, 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 8; THENCE ALONG THE WEST LINE THEREOF RUN S00°32'36"W, 451.94 FEET; THENCE DEPARTING SAID WEST LINE RUN S89°27'24"E, 341.25 FEET TO THE POINT OF BEGINNING; THENCE N33°10'34"W, 177.59 FEET; THENCE N02°56'33"W, 121.39 FEET; THENCE N12°39'43"E, 178.85 FEET; THENCE N14°00'29"E, 105.13 FEET; THENCE N15°16'09"E, 119.53 FEET; THENCE N85°13'35"E, 152.08 FEET; THENCE S53°31'37"E, 81.26 FEET; THENCE S74°50'15"E, 79.24 FEET; THENCE N70°28'26"E, 93.95 FEET; THENCE N51°47'51"E, 127.22 FEET; THENCE N24°36'47"W, 88.57 FEET; THENCE N27°51'07"W, 95.44 FEET; THENCE N37°27'34"W, 134.29 FEET; THENCE N43°50'17"E, 60.08 FEET; THENCE N37°51'49"E, 70.28 FEET; THENCE N81°29'26"E, 66.22 FEET; THENCE N10°30'49"E, 26.44 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 S60°27'48"E, 87.14 FEET; THENCE S64°03'50"E, 106.68 FEET; THENCE S43°54'25"E, 79.20 FEET; THENCE S72°01'07"E, 124.60 FEET; THENCE S60°09'14"E, 62.29 FEET; THENCE S31°27'02"E, 86.64 FEET; THENCE S63°57'31"E, 63.36 FEET; THENCE N89°40'02"E, 61.47 FEET; THENCE S25°03'35"E, 41.98 FEET; THENCE S58°26'41"E, 77.10 FEET; THENCE N64°51'43"E, 59.71 FEET; THENCE N22°27'00"E, 133.33 FEET; THENCE N52°49'57"E, 66.67 FEET; THENCE N35°29'20"E, 82.69 FEET; THENCE N27°10'34"E, 56.95 FEET; THENCE S79°02'53"E, 94.44 FEET; THENCE N62°59'52"E, 87.39 FEET; THENCE S55°10'19"E, 51.33 FEET; THENCE S56°42'06"E, 76.72 FEET; THENCE S69°38'47"E, 98.62 FEET; THENCE S33°07'22"E, 66.32 FEET; THENCE S12°34'18"E, 67.51 FEET; THENCE S73°43'09"E, 32.57 FEET; THENCE DEPARTING SAID NORTHERLY BOUNDARY RUN S07°31'29"W, 25.29 FEET; THENCE S07°12'02"W, 34.05 FEET; THENCE S41°50'07"W, 43.65 FEET; THENCE S10°50'53"W, 112.64 FEET; THENCE S56°37'11"E, 110.75 FEET; THENCE S37°07'39"W, 17.89 FEET; THENCE S45°25'45"E, 30.25 FEET; THENCE S09°26'03"W, 102.37 FEET; THENCE S07°43'49"W, 94.23 FEET; THENCE S09°17'09"W, 151.65 FEET; THENCE S05°05'24"E, 99.39 FEET; THENCE S29°03'46"E,

53.75 FEET; THENCE S64°46'11"W, 12.57 FEET; THENCE S07°52'42"E, 5.73 FEET; THENCE S61°32'48"W, 2.83 FEET; THENCE S78°26'04"W, 4.76 FEET; THENCE S65°44'37"W, 4.74 FEET; THENCE S50°53'42"W, 22.92 FEET; THENCE S68°36'03"W, 9.80 FEET; THENCE S49°59'16"W, 25.64 FEET; THENCE S07°27'17"W, 109.83 FEET; THENCE S28°25'46"E, 105.39 FEET; THENCE S55°45'59"E, 91.01 FEET; THENCE N86°02'52"W, 162.72 FEET; THENCE S81°19'22"W, 54.48 FEET; THENCE S67°21'57"W, 60.42 FEET; THENCE S48°50'37"W, 291.20 FEET; THENCE S14°25'59"W, 155.42 FEET; THENCE S06°32'28"W, 107.38 FEET; THENCE N73°59'51"W, 636.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1,021.50 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°13'55", AN ARC DISTANCE OF 645.96 FEET TO THE POINT OF TANGENCY; THENCE S69°46'14"W, 120.87 FEET; THENCE N09°40'04"W, 146.96 FEET; THENCE N17°07'15"E, 204.26 FEET; THENCE N44°36'31"E, 81.68 FEET; THENCE N05°31'39"E, 101.42 FEET; THENCE N26°22'07"W, 148.23 FEET TO THE POINT OF BEGINNING.

CONTAINING 59.15 ACRES, MORE OR LESS.

(See Exhibit A, Villages of West Lake Unit No. 65 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 25th day of July 2022.

Mayor

ATTEST:

City Clerk

VILLAGES OF WEST LAKE UNIT NO. 65

SECTION 8, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

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. 65, A SUBDIVISION OF LAND HEREIN DESCRIBED AND JOINS WITH VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14 (THE DISTRICT) TO HEREBY DEDICATE THE ROADWAYS SHOWN HEREON TO THE CITY OF LEESBURG AND THE PERPETUAL USE OF THE PUBLIC; AND DEDICATES TRACTS "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N", "O", "P", "Q", "R", "S" AND "T" 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
WILDWOOD, FLORIDA 34785

SEAL

STATEMENT OF REVIEWER

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

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

VILLAGES OF WEST LAKE UNIT NO. 65 CONVEYANCE AND GRANT OF EASEMENTS TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14

ALL RIGHT, TITLE AND INTEREST OF THE VILLAGES LAND COMPANY, LLC, (THE DEVELOPER) IN TRACTS "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N", "O", "P", "Q", "R", "S" AND "T" AND THE ROADWAYS SHOWN ON THIS PLAT OF VILLAGES OF WEST LAKE UNIT NO. 65, 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.

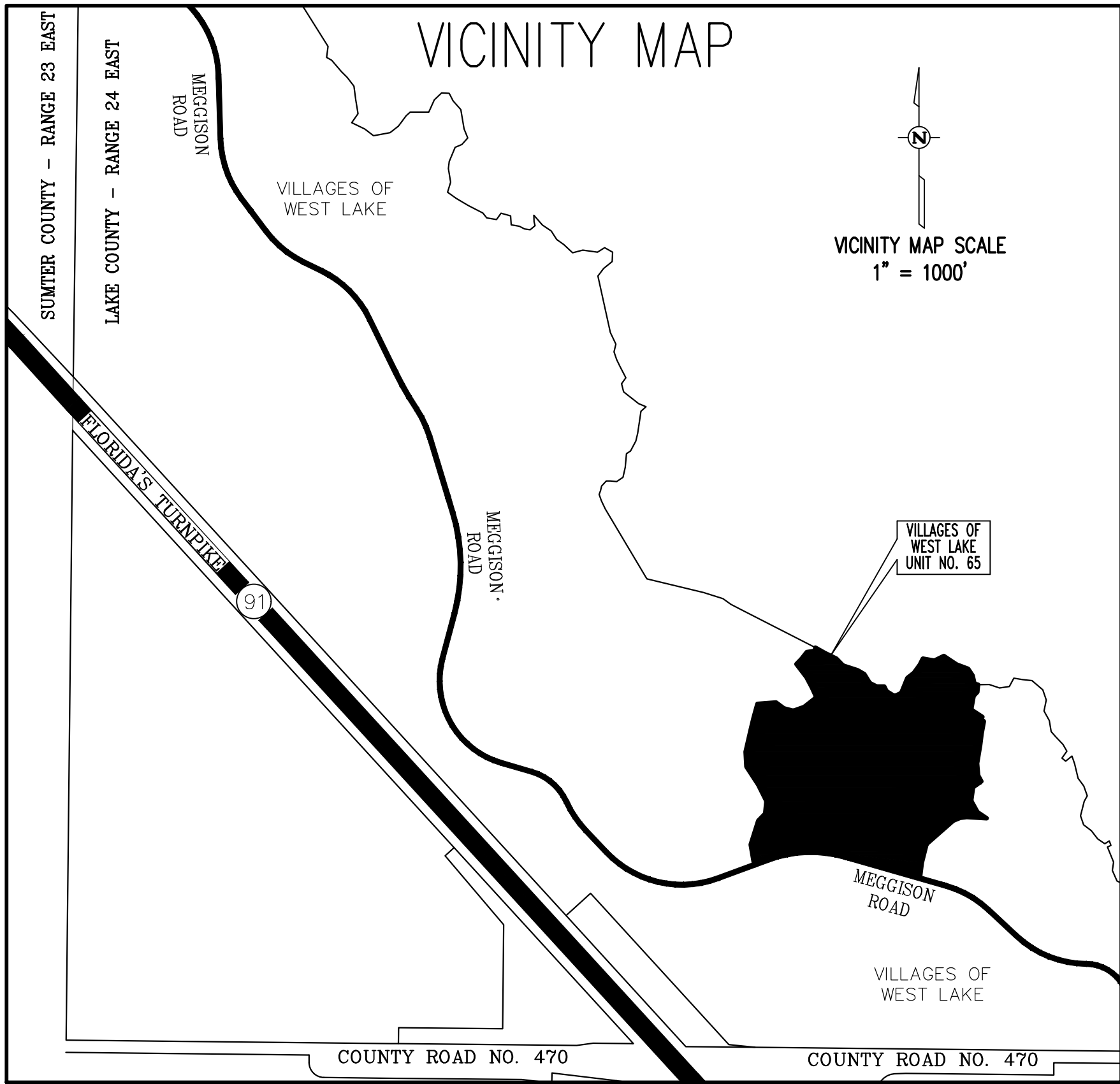
ATTEST: CITY CLERK MAYOR/COMMISSIONER

SIGNATURE

PRINT NAME

SIGNATURE

PRINT NAME



161 LOTS – 20 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 WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 24 EAST, HAS A BEARING OF SOUTH 00°32'36" WEST.

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

3.) ALL DISTANCES SHOWN ARE IN FEET.

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

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

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

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

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

9.) TRACTS "E", "F", "G", "H", "I", "J", "K", "L", "M", "N", "O", "P", "Q", "R" AND "S" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER. NO INGRESS OR EGRESS IS PERMITTED WITHOUT THE DEVELOPER'S CONSENT.

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

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

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE WEST 1/2 OF SECTION 8, 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 8; THENCE ALONG THE WEST LINE THEREOF RUN S00°32'36"W, 451.94 FEET; THENCE DEPARTING SAID WEST LINE RUN S89°27'24"E, 341.25 FEET TO THE POINT OF BEGINNING; THENCE N33°10'34"W, 177.59 FEET; THENCE N02°56'33"W, 121.39 FEET; THENCE N12°39'43"E, 178.85 FEET; THENCE N14°00'29"E, 105.13 FEET; THENCE N15°16'09"E, 119.53 FEET; THENCE N85°13'35"E, 152.08 FEET; THENCE S53°31'37"E, 81.26 FEET; THENCE S74°50'15"E, 79.24 FEET; THENCE N70°28'26"E, 93.95 FEET; THENCE N51°47'51"E, 127.22 FEET; THENCE N24°36'47"W, 88.57 FEET; THENCE N27°51'07"W, 95.44 FEET; THENCE N37°27'34"W, 134.29 FEET; THENCE N43°50'17"E, 60.08 FEET; THENCE N37°51'49"E, 70.28 FEET; THENCE N81°29'26"E, 66.22 FEET; THENCE N10°30'49"E, 26.44 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 S60°27'48"E, 87.14 FEET; THENCE S64°03'50"E, 106.68 FEET; THENCE S43°54'25"E, 79.20 FEET; THENCE S72°01'07"E, 124.60 FEET; THENCE S60°09'14"E, 62.29 FEET; THENCE S31°27'02"E, 86.64 FEET; THENCE S63°57'31"E, 63.36 FEET; THENCE N89°40'02"E, 61.47 FEET; THENCE S25°03'35"E, 41.98 FEET; THENCE S58°26'41"E, 77.10 FEET; THENCE N64°51'43"E, 59.71 FEET; THENCE N22°27'00"E, 133.33 FEET; THENCE N52°49'57"E, 66.67 FEET; THENCE N35°29'20"E, 82.69 FEET; THENCE N27°10'34"E, 56.95 FEET; THENCE S79°02'53"E, 94.44 FEET; THENCE N62°59'52"E, 87.39 FEET; THENCE S55°10'19"E, 51.33 FEET; THENCE S56°42'06"E, 76.72 FEET; THENCE S69°38'47"E, 98.62 FEET; THENCE S33°07'22"E, 66.32 FEET; THENCE S12°34'18"E, 67.51 FEET; THENCE S73°43'09"E, 32.57 FEET; THENCE DEPARTING SAID NORTHERLY BOUNDARY RUN S07°31'29"W, 25.29 FEET; THENCE S07°12'02"W, 34.05 FEET; THENCE S41°50'07"W, 43.65 FEET; THENCE S10°50'53"W, 112.64 FEET; THENCE S56°37'11"E, 110.75 FEET; THENCE S37°07'39"W, 17.89 FEET; THENCE S45°25'45"E, 30.25 FEET; THENCE S09°26'03"W, 102.37 FEET; THENCE S07°43'49"W, 94.23 FEET; THENCE S09°17'09"W, 151.65 FEET; THENCE S05°05'24"E, 99.39 FEET; THENCE S29°03'46"E, 53.75 FEET; THENCE S64°46'11"W, 12.57 FEET; THENCE S07°52'42"E, 5.73 FEET; THENCE S61°32'48"W, 2.83 FEET; THENCE S78°26'04"W, 4.76 FEET; THENCE S65°44'37"W, 4.74 FEET; THENCE S50°53'42"W, 22.92 FEET; THENCE S68°36'03"W, 9.80 FEET; THENCE S49°59'16"W, 25.64 FEET; THENCE S07°27'17"W, 109.83 FEET; THENCE S28°25'46"E, 105.39 FEET; THENCE S55°45'59"E, 91.01 FEET; THENCE N86°02'52"W, 162.72 FEET; THENCE S81°19'22"W, 54.48 FEET; THENCE S67°21'57"W, 60.42 FEET; THENCE S48°50'37"W, 291.20 FEET; THENCE S14°25'59"W, 155.42 FEET; THENCE S06°32'28"W, 107.38 FEET; THENCE N73°59'51"W, 636.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1,021.50 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°13'55", AN ARC DISTANCE OF 645.96 FEET TO THE POINT OF TANGENCY; THENCE S69°46'14"W, 120.87 FEET; THENCE N09°40'04"W, 146.96 FEET; THENCE N17°07'15"E, 204.26 FEET; THENCE N44°36'31"E, 81.68 FEET; THENCE N05°31'39"E, 101.42 FEET; THENCE N26°22'07"W, 148.23 FEET TO THE POINT OF BEGINNING.

CONTAINING 59.15 ACRES, MORE OR LESS.

PREPARED BY:  **CFB** | CLYMER FARNER BARLEY
CLYMER FARNER BARLEY, Inc.
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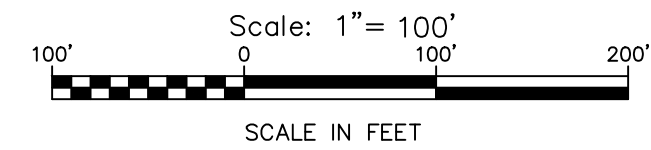
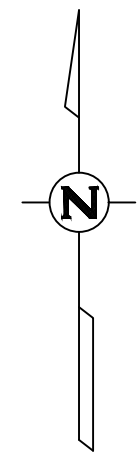
VILLAGES OF WEST LAKE UNIT NO. 65

SECTION 8, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SHEET 2 OF 6

PLAT BOOK

PAGE



KEY MAP

TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	4,841	0.11
B	29,830	0.68
C	180,222	4.14
D	1,531	0.04
E	195,481	4.49
F	106,333	2.44
G	96,964	2.23
H	54,848	1.26
I	20,467	0.47
J	5,603	0.13
K	2,105	0.05
L	3,085	0.07
M	2,199	0.05
N	27,755	0.64
O	101,569	2.33
P	12,503	0.29
Q	25,103	0.58
R	18,124	0.42
S	22,341	0.51
T	1,100	0.03

NOTE

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 5956, PAGE 1272. (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 #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 INDICATES ARC LENGTH
- NO. INDICATES LICENSED BUSINESS
- ORB INDICATES NUMBER
- PC INDICATES OFFICIAL RECORDS BOOK
- POC INDICATES POINT OF CURVATURE
- PCC INDICATES POINT ON CURVE
- PRC INDICATES POINT OF COMPOUND CURVATURE
- PT INDICATES POINT OF REVERSE CURVATURE
- R INDICATES POINT OF TANGENCY
- (R) INDICATES RADIUS LENGTH
- DRA INDICATES RADIAL LINE
- GFE INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
- SE INDICATES GATE, FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS, DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA, UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
- PB INDICATES PLAT BOOK
- PG INDICATES PAGE
- PCS INDICATES PAGES
- SQ. FT. INDICATES SQUARE FEET
- R/W INDICATES RIGHT-OF-WAY

WEST LINE OF THE SOUTHWEST 1/4
OF SECTION 8-20-24
S00°32'56"W 161.84'
(BEARING BASIS)

POINT OF
COMMENCEMENT
NORTHWEST CORNER OF
THE SOUTHWEST 1/4 OF
SECTION 8-20-24
FOUND 4"X4" CONCRETE
MONUMENT NO IDENTIFICATION

UNPLATTED
VILLAGES OF WEST LAKE
UNIT NO. 60
(PROPOSED)

S89°27'24"E 341.25'

POINT OF BEGINNING

SHEET 3

SHEET 6

UNPLATTED
VILLAGES OF WEST LAKE
UNIT NO. 60
(PROPOSED)

UNPLATTED
VILLAGES OF WEST LAKE
UNIT NO. 63
(PROPOSED)

SHEET 6

UNPLATTED
VILLAGES OF WEST LAKE
UNIT NO. 64
(PROPOSED)

SHEET 5

UNPLATTED
VILLAGES OF WEST LAKE
UNIT NO. 66
(PROPOSED)

PREPARED BY:



CFB

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(352) 748-3126
WWW.CFB-INC.COM CA #4709

CLYMER
FARNER
BARLEY

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C11	51.91'	267.50'	11°07'04"	S20°28'52"E	51.83'
C12	59.40'	267.50'	12°43'22"	S08°33'39"E	59.28'
C13	12.00'	267.50'	2°34'14"	S00°54'51"E	12.00'
C14	59.40'	267.50'	12°43'22"	S06°43'57"W	59.28'
C15	18.59'	267.50'	3°58'52"	S15°05'03"W	18.58'
C16	32.60'	106.50'	17°32'17"	S25°50'38"W	32.47'
C17	59.35'	106.50'	31°55'46"	S50°34'40"W	58.58'
C18	59.35'	106.50'	31°55'46"	S82°30'25"W	58.58'
C19	27.25'	106.50'	14°39'41"	N74°11'52"W	27.18'
C20	25.40'	20.00'	72°45'21"	N76°45'18"E	23.72'
C21	42.90'	106.50'	23°04'39"	S51°54'56"W	42.61'
C22	21.54'	282.50'	4°22'05"	N61°16'13"E	21.53'
C23	97.11'	282.50'	19°41'46"	N49°14'17"E	96.64'
C24	48.93'	282.50'	9°55'28"	N34°25'40"E	48.87'
C25	30.66'	20.00'	87°50'50"	N14°27'29"W	27.75'
C26	37.83'	106.50'	20°21'17"	S48°12'15"E	37.64'
C27	59.45'	106.50'	31°58'58"	S22°02'08"E	58.68'
C28	18.90'	106.50'	10°10'08"	S00°57'35"E	18.88'
C29	17.48'	20.00'	50°04'50"	N20°54'56"W	16.93'
C30	47.95'	50.00'	54°56'35"	S18°29'03"E	46.13'
C31	93.33'	50.00'	106°56'56"	S62°27'42"W	80.36'
C32	115.19'	50.00'	131°59'52"	N01°56'06"E	91.35'
C33	25.84'	20.00'	74°01'01"	S30°55'31"W	24.08'
C34	65.26'	71.50'	52°17'55"	S32°13'57"E	63.02'
C114	26.98'	20.00'	77°17'55"	S84°27'10"W	24.98'
C115	33.75'	106.50'	18°09'23"	N54°52'54"E	33.61'
C116	31.42'	20.00'	90°00'01"	S18°57'36"W	28.28'
C120	31.42'	20.00'	90°00'00"	S71°02'24"E	28.28'
C121	81.28'	232.50'	20°01'46"	S16°01'31"E	80.86'
C122	90.78'	232.50'	22°22'17"	S05°10'31"W	90.21'
C123	2.90'	232.50'	0°42'50"	S16°43'04"W	2.90'
C124	119.87'	71.50'	96°03'29"	S65°06'14"W	106.32'
C125	28.24'	20.00'	80°53'51"	N26°25'06"W	25.95'
C126	51.67'	167.50'	17°40'30"	S05°11'34"W	51.47'
C127	54.24'	167.50'	18°33'10"	S12°55'16"E	54.00'
C128	44.97'	167.50'	15°23'02"	S29°53'22"E	44.84'
C129	31.51'	20.00'	90°15'46"	N07°33'00"E	28.35'
C130	14.07'	71.50'	11°16'43"	N58°19'14"E	14.05'
C131	164.03'	132.50'	70°55'42"	S21°26'02"E	153.75'
C157	37.92'	106.50'	20°23'59"	S52°59'57"E	37.72'
C158	28.93'	20.00'	82°52'22"	N84°14'09"W	26.47'
C159	50.57'	317.50'	9°07'36"	N58°53'28"E	50.52'
C160	61.68'	71.50'	49°25'26"	S38°44'33"W	59.78'
C161	32.17'	20.00'	92°09'10"	S75°32'31"W	28.81'

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
PS	INDICATES PAGES
SO	INDICATES SQUARE FEET
R/W	INDICATES RIGHT-OF-WAY

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C169	24.10'	71.50'	19°18'45"	S53°32'35"E	23.99'
C170	29.83'	20.00'	85°27'11"	S01°09'37"E	27.14'
C171	67.06'	317.50'	12°06'03"	N35°30'57"E	66.93'
C201	111.13'	89.00'	71°32'35"	S22°36'37"E	104.05'
C202	177.97'	300.00'	33°59'20"	N46°27'36"E	175.37'
C203	96.79'	300.00'	18°29'05"	N38°42'28"E	96.37'
C204	81.18'	300.00'	15°30'15"	N55°42'08"E	80.93'
C205	32.85'	89.00'	21°08'57"	S52°37'28"E	32.67'
C208	76.77'	89.00'	49°25'26"	S38°44'33"W	74.41'
C209	62.63'	89.00'	40°19'17"	S43°17'37"W	61.35'
C210	14.14'	89.00'	9°06'09"	S18°34'54"W	14.12'
C211	149.21'	89.00'	96°03'29"	S65°06'14"W	132.34'
C212	188.12'	250.00'	43°06'54"	S04°28'57"E	183.72'
C213	36.41'	89.00'	23°26'20"	N52°14'26"E	36.16'
C214	185.69'	150.00'	70°55'42"	S21°26'02"E	174.06'
C215	166.27'	150.00'	63°30'34"	S17°43'28"E	157.89'
C216	19.42'	150.00'	7°25'08"	S53°11'18"E	19.41'

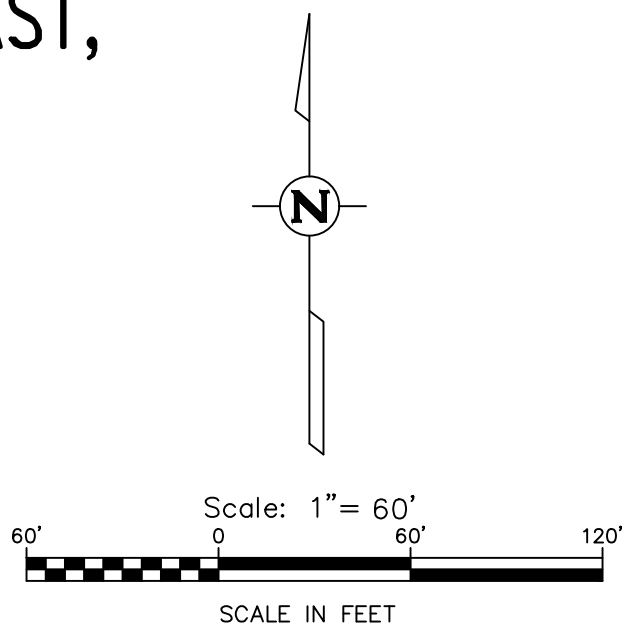
LINE TABLE		
LINE	LENGTH	BEARING
L6	14.80'	S26°02'24"E
L7	12.34'	N12°39'43"E
L8	15.81'	S53°31'37"E
L9	9.28'	N70°28'26"E
L10	17.78'	N70°28'26"E
L11	16.64'	N63°27'16"E
L12	3.69'	N51°47'51"E
L13	2.16'	N51°47'51"E
L14	16.78'	N24°36'47"W
L15	20.10'	N58°22'54"W
L16	7.98'	N24°36'47"W
L17	25.35'	N37°27'34"W
L18	18.99'	N43°50'17"E
L19	10.63'	N25°56'10"E
L20	17.34'	S43°54'25"E
L21	1.48'	S72°01'07"E
L22	7.28'	S63°57'31"E
L57	47.41'	N56°53'52"W
L58	16.46'	S63°57'36"W
L59	6.01'	S26°02'24"E
L60	33.56'	S2°39'31"E
L61	20.33'	S12°35'57"E
L62	19.61'	N66°52'02"W
L63	2.41'	S14°01'49"W
L64	13.20'	S13°51'17"W
L65	12.39'	S56°53'52"W
L92	33.76'	S42°02'59"E
L93	22.62'	S40°31'16"W
L94	60.27'	S56°53'52"E
L184	32.49'	N15°16'09"E

VILLAGES OF WEST LAKE UNIT NO. 65

SECTION 8, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	4,841	0.11
B	29,830	0.68
C	180,222	4.14
D	1,531	0.04
E	195,481	4.49
F	106,333	2.44
G	96,964	2.23
H	54,848	1.26
I	20,467	0.47
J	5,603	0.13
K	2,105	0.05
L	3,085	0.07
M	2,199	0.05
N	27,755	0.64
O	101,569	2.33
P	12,503	0.29
Q	25,103	0.58
R	18,124	0.42
S	22,341	0.51
T	1,100	0.03

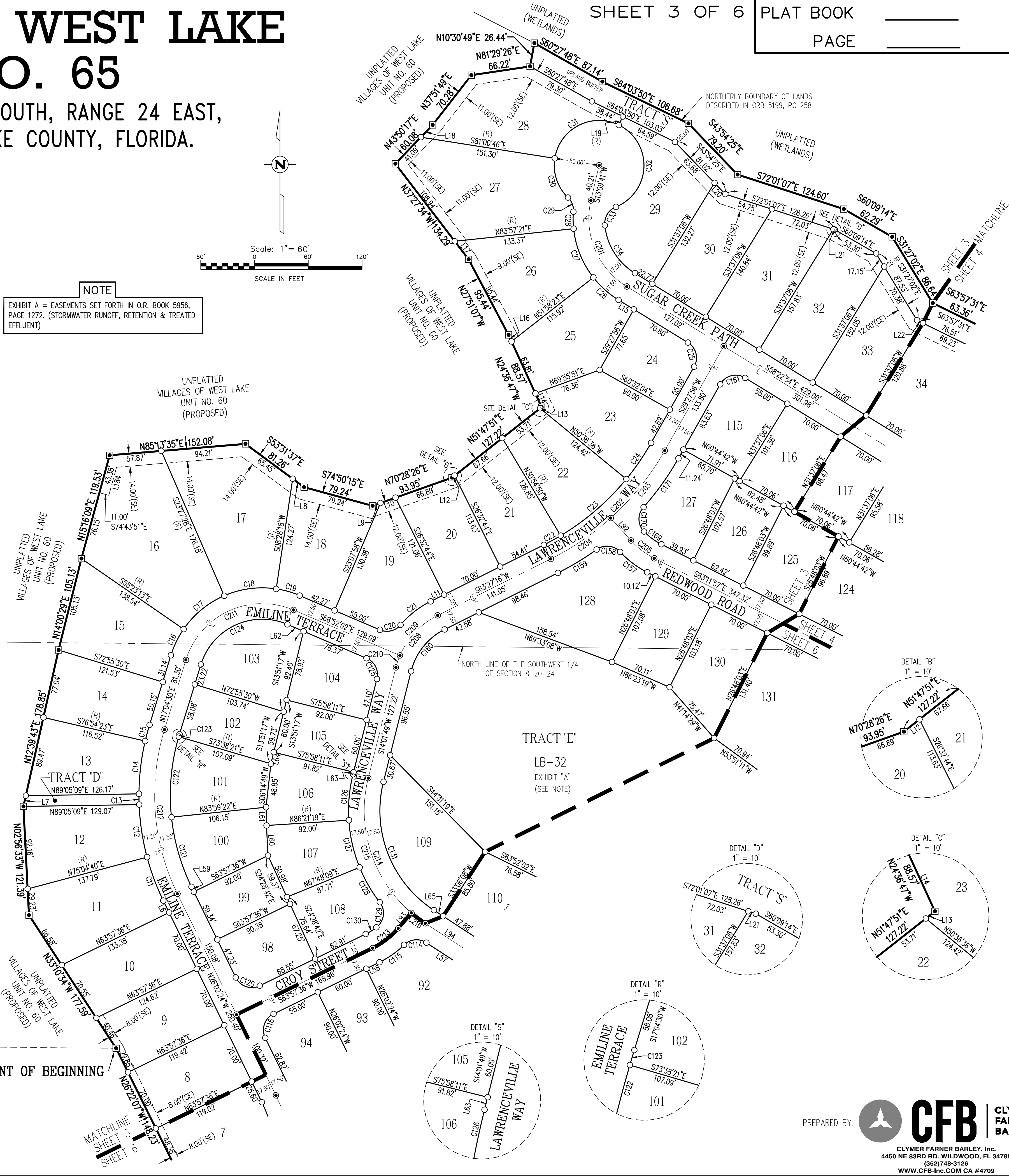
NOTE
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 5956, PAGE 1272. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)



POINT OF COMMENCEMENT
NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 8-20-24
FOUND 4"x4" CONCRETE MONUMENT NO IDENTIFICATION

WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 8-20-24
S00°32'36"W 43.94'
(BEARING BASIS)

POINT OF BEGINNING



CURVE TABLE						LINE TABLE	
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD	LINE	LENGTH
C35	13.77'	482.50'	1°38'08"	S59°11'58"E	13.77'	L22	7.28'
C36	86.53'	482.50'	10°16'32"	S65°09'18"E	86.42'	L23	1.11'
C37	16.49'	482.50'	1°57'30"	S71°16'20"E	16.49'	L24	0.40'
C38	59.23'	317.50'	10°41'19"	N66°54'26"W	59.14'	L25	39.26'
C39	27.24'	20.00'	78°01'46"	N79°25'20"E	25.18'	L26	27.22'
C40	8.59'	50.00'	9°50'53"	S45°19'54"W	8.58'	L27	43.24'
C41	38.88'	50.00'	44°32'51"	S72°31'46"W	37.90'	L28	39.33'
C42	16.07'	50.00'	18°24'50"	N75°59'24"W	16.00'	L29	43.24'
C43	42.18'	50.00'	48°20'00"	N42°36'59"W	40.94'	L30	38.57'
C44	44.86'	50.00'	51°24'13"	N07°15'07"E	43.37'	L31	17.67'
C45	6.50'	50.00'	7°27'14"	N36°40'51"E	6.50'	L32	24.84'
C46	27.28'	20.00'	78°09'45"	S01°19'35"W	25.22'	L33	27.64'
C47	2.00'	482.50'	0°14'16"	S37°41'53"E	2.00'	L71	6.88'
C48	84.13'	482.50'	9°59'25"	S42°48'43"E	84.02'	L72	1.96'
C49	40.70'	482.50'	4°49'58"	S50°13'25"E	40.69'	L73	10.53'
C50	58.82'	106.50'	31°38'49"	N36°48'59"W	58.08'	L74	6.45'
C51	5.80'	106.50'	3°07'10"	N19°26'00"W	5.80'	L75	5.39'
C52	19.69'	20.00'	56°24'08"	S46°04'29"E	18.90'	L76	6.88'
C53	30.05'	50.00'	34°26'00"	N57°03'33"W	29.60'	L77	3.89'
C54	44.86'	50.00'	51°24'13"	N14°08'26"W	43.37'	L78	2.37'
C55	44.86'	50.00'	51°24'13"	N37°15'47"E	43.37'	L89	54.93'
C56	37.31'	50.00'	42°45'35"	N84°20'40"E	36.45'	L90	48.48'
C150	30.63'	106.50'	87°45'16"	N06°17'53"E	27.72'	L91	47.07'
C151	18.74'	282.50'	3°48'00"	N39°28'45"W	18.73'	L161	75.30'
C152	34.28'	20.00'	98°12'48"	S89°30'51"W	30.24'	L117	39.68'
C153	26.92'	106.50'	14°28'59"	N47°38'57"E	26.85'	L118	35.79'
C154	19.43'	106.50'	10°27'09"	N60°07'01"E	19.40'	L119	29.80'
C155	59.99'	106.50'	32°16'30"	N81°28'50"E	59.20'	L120	50.19'
C156	35.66'	106.50'	19°10'59"	S72°47'26"E	35.49'	L121	46.02'
C162	52.74'	517.50'	5°50'19"	S61°18'03"E	52.71'	L122	20.00'
C163	58.31'	517.50'	6°27'21"	S67°26'54"E	58.28'	L123	26.82'
C164	14.23'	517.50'	1°34'31"	S71°27'50"E	14.23'	L124	22.78'
C165	71.23'	282.50'	14°26'45"	N65°01'43"W	71.04'	L125	20.24'
C166	34.28'	20.00'	98°12'48"	N08°41'56"W	30.24'	L126	48.22'
C167	18.07'	71.50'	14°28'59"	N47°38'57"E	18.03'	L127	18.05'
C168	77.26'	71.50'	61°54'37"	N85°50'45"E	73.55'	L128	27.87'
C172	79.61'	517.50'	8°48'53"	S48°13'57"E	79.54'	L129	35.05'
C173	30.02'	20.00'	85°59'58"	N86°49'30"W	27.28'	L130	13.42'
C182	146.18'	71.50'	117°08'33"	N05°55'52"E	122.02'	L131	31.89'
C192	181.96'	89.00'	117°08'33"	N05°55'52"E	151.89'	L132	39.70'
C193	75.77'	89.00'	48°46'41"	N40°06'48"E	73.50'	L133	25.73'
C194	106.19'	89.00'	68°21'51"	N18°27'28"W	100.00'	L134	16.90'
C195	131.43'	500.00'	15°03'39"	S45°06'34"E	131.05'	L135	36.70'
C196	111.83'	500.00'	12°48'55"	S46°13'56"E	111.60'	L136	27.20'
C197	19.60'	500.00'	2°14'44"	S38°42'07"E	19.59'	L137	15.85'
C198	62.90'	300.00'	12°00'48"	N43°35'09"W	62.79'	L138	25.26'
C199	118.64'	300.00'	22°39'32"	N60°55'19"W	117.87'	L139	9.99'
C200	121.04'	500.00'	13°52'12"	S65°18'59"E	120.74'	L140	22.47'
C206	96.17'	89.00'	61°54'39"	N85°50'45"E	91.56'	L141	53.89'
C207	22.50'	89.00'	14°28'59"	N47°38'57"E	22.44'	L142	21.62'
C233	16.04'	25.00'	36°45'55"	N48°16'18"E	15.77'	L143	17.05'
C234	22.48'	25.00'	51°30'43"	N11°06'15"W	21.73'	L144	25.71'
C235	181.54'	300.00'	34°40'20"	N54°54'55"W	178.79'		

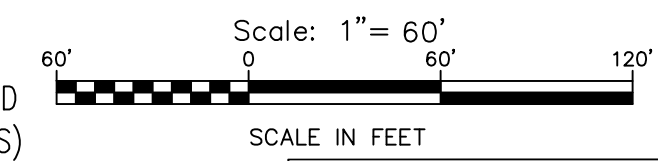
LINE TABLE		
LINE	LENGTH	BEARING
L145	21.18'	S19°30'29"E
L146	39.19'	S91°8'18"E
L147	12.86'	S4°29'29"E
L148	29.45'	S56°56'12"E
L149	19.71'	S84°24'23"E
L150	8.15'	S73°43'09"E
L151	38.61'	S56°58'25"E
L155	52.22'	S35°26'20"W
L156	18.05'	N62°16'35"W
L157	36.94'	N54°08'50"W
L158	18.75'	N79°39'17"W
L159	32.68'	N57°34'47"W
L171	51.21'	N76°02'24"E
L172	49.95'	N24°21'19"E
L173	55.95'	N21°13'23"W
L174	89.40'	N23°50'52"W
L175	54.80'	S23°20'44"E
L176	30.71'	N68°51'42"W
L177	41.11'	S63°45'53"E
L178	25.00'	N23°20'44"W
L179	35.35'	S23°50'52"E
L180	54.05'	S23°50'52"E
L181	26.36'	N22°27'00"E
L182	57.18'	N75°59'24"W

VILLAGES OF WEST LAKE UNIT NO. 65

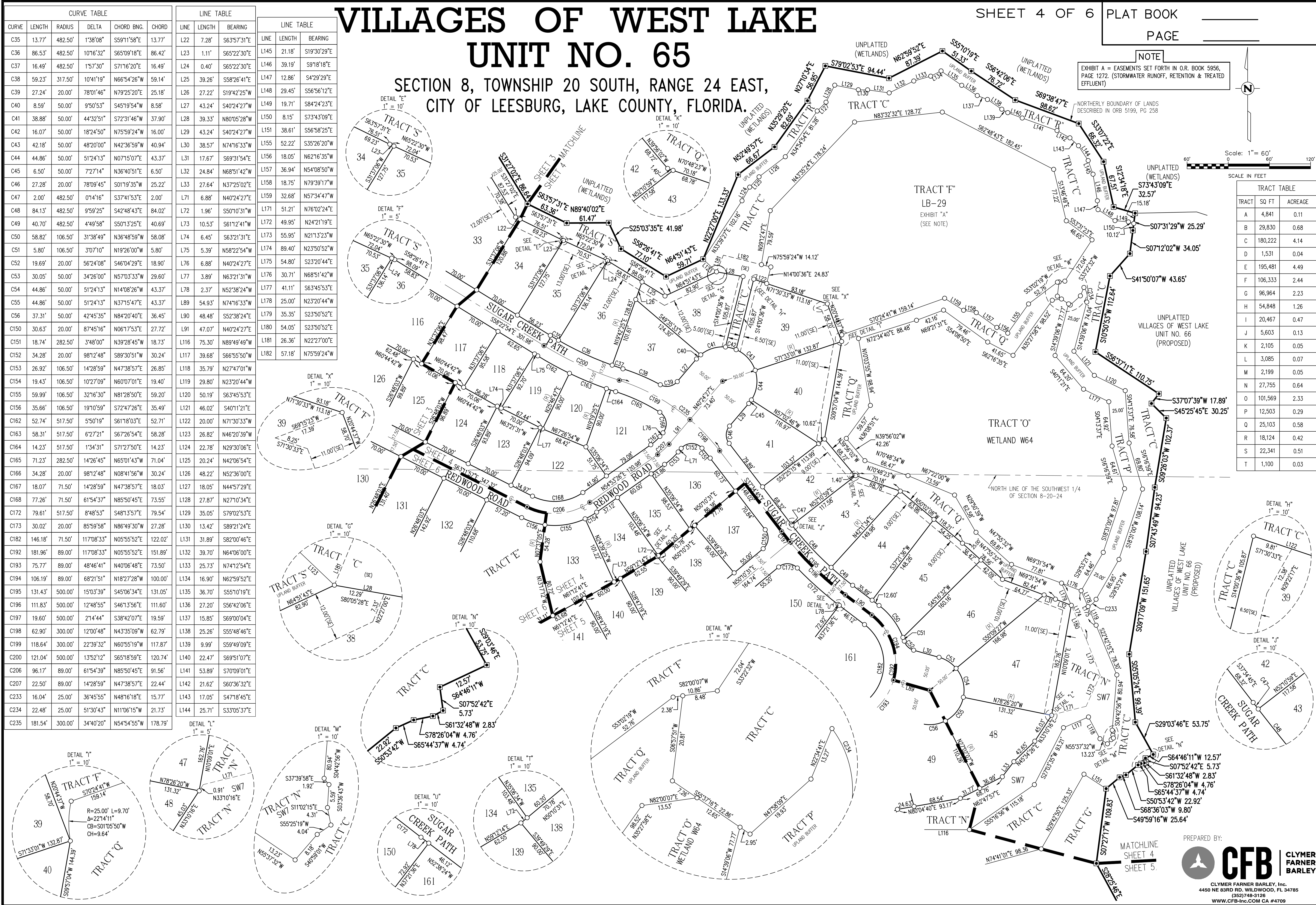
SECTION 8, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

NOTE
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 5956,
PAGE 1272. (STORMWATER RUNOFF, RETENTION & TREATED
EFFLUENT)

NORTHERLY BOUNDARY OF LANDS
DESCRIBED IN ORB 5199, PG 258



TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	4,841	0.11
B	29,830	0.68
C	180,222	4.14
D	1,531	0.04
E	195,481	4.49
F	106,333	2.44
G	96,964	2.23
H	54,848	1.26
I	20,467	0.47
J	5,603	0.13
K	2,105	0.05
L	3,085	0.07
M	2,199	0.05
N	27,755	0.64
O	101,569	2.33
P	12,503	0.29
Q	25,103	0.58
R	18,124	0.42
S	22,341	0.51
T	1,100	0.03



VILLAGES OF WEST LAKE UNIT NO. 65

SECTION 8, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SHEET 5 OF 6 PLAT BOOK

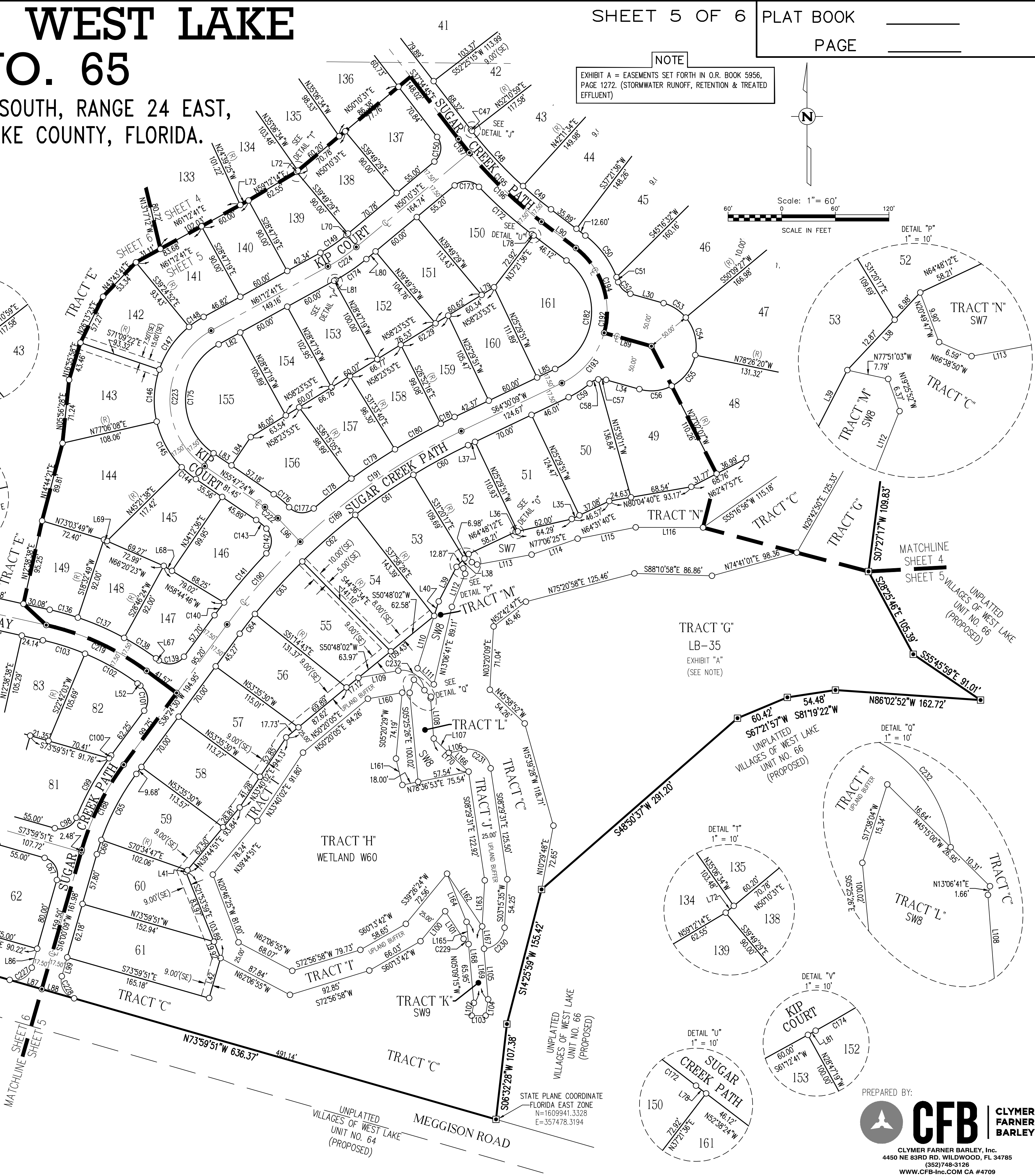
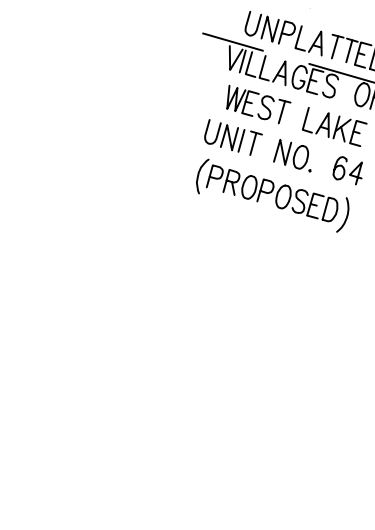
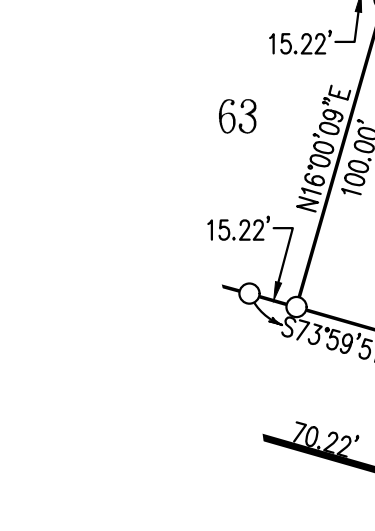
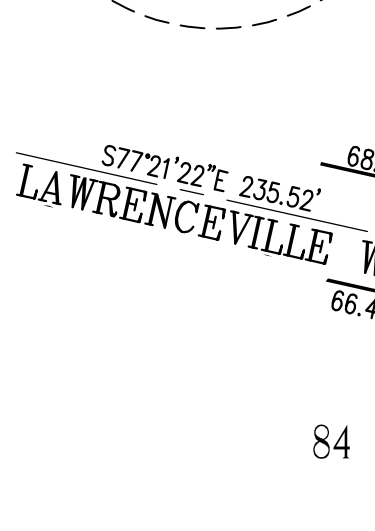
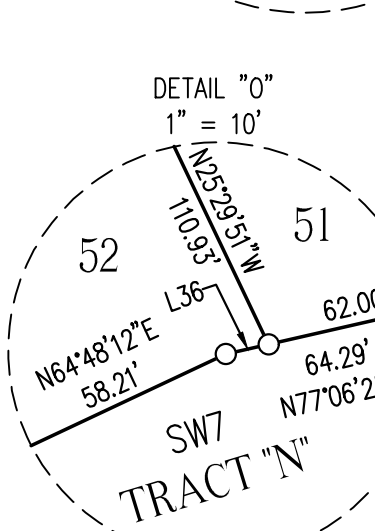
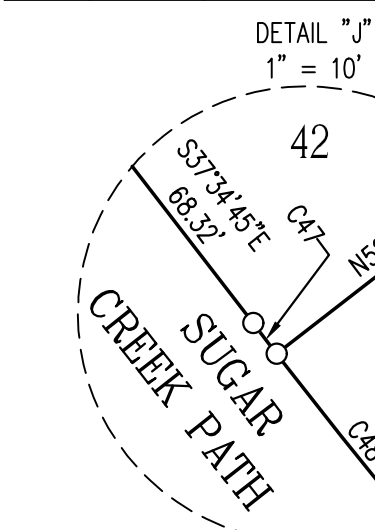
PAGE

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C47	2.00'	482.50'	074°16'	S37°41'53"E	2.00'
C48	84.13'	482.50'	9°59'25"	S42°48'43"E	84.02'
C49	40.70'	482.50'	4°49'58"	S50°13'25"E	40.69'
C50	58.82'	106.50'	31°38'49"	N36°48'59"W	58.08'
C51	5.80'	106.50'	3°07'10"	N19°26'00"W	5.80'
C52	19.69'	20.00'	56°24'08"	S46°04'29"E	18.90'
C53	30.05'	50.00'	34°26'00"	N57°03'33"W	29.60'
C54	44.86'	50.00'	51°24'13"	N14°08'26"W	43.37'
C55	44.86'	50.00'	51°24'13"	N37°15'47"E	43.37'
C56	37.31'	50.00'	42°45'35"	N84°20'40"E	36.45'
C57	8.91'	20.00'	25°32'22"	N87°02'44"W	8.84'
C58	10.77'	20.00'	30°51'46"	S84°45'12"W	10.64'
C59	28.22'	106.50'	15°10'49"	N56°54'44"E	28.13'
C60	69.57'	682.50'	5°50'26"	S61°34'56"W	69.54'
C61	79.04'	682.50'	6°38'08"	S55°20'39"W	79.00'
C62	79.04'	682.50'	6°38'08"	S48°42'30"W	79.00'
C63	79.04'	682.50'	6°38'08"	S42°04'22"W	79.00'
C64	27.95'	682.50'	2°20'47"	S37°34'54"W	27.95'
C65	83.76'	282.50'	16°59'18"	S27°54'52"W	83.46'
C66	16.85'	282.50'	3°25'04"	S17°42'41"W	16.85'
C67	31.42'	20.00'	90°00'00"	N28°59'51"W	28.28'
C68	29.34'	20.00'	84°02'40"	N63°58'48"E	26.78'
C69	76.15'	317.50'	13°44'33"	S28°49'45"W	75.97'
C100	3.92'	317.50'	0°42'29"	S36°03'16"W	3.92'
C101	31.42'	20.00'	90°00'00"	N08°35'30"W	28.28'
C102	67.59'	282.50'	13°42'28"	N60°26'43"W	67.43'
C103	49.59'	282.50'	10°03'25"	N72°19'40"W	49.52'
C136	32.71'	317.50'	5°54'12"	N74°24'16"W	32.70'
C137	56.67'	317.50'	10°13'34"	N66°20'23"W	56.59'
C138	42.31'	317.50'	7°38'07"	N57°24'33"W	42.28'
C139	31.42'	20.00'	90°00'00"	N81°24'30"E	28.28'
C140	17.77'	717.50'	1°25'10"	S37°07'05"W	17.77'
C141	72.53'	717.50'	5°47'30"	S40°43'25"W	72.50'
C142	30.49'	20.00'	87°21'25"	N00°03'33"W	27.62'
C143	15.04'	71.50'	12°03'09"	N49°45'50"W	15.01'
C144	20.73'	106.50'	11°09'02"	S50°12'53"E	20.69'
C145	59.00'	106.50'	31°44'30"	S28°46'07"E	58.25'
C146	59.00'	106.50'	31°44'30"	S02°58'23"W	58.25'
C147	59.00'	106.50'	31°44'30"	S34°42'53"W	58.25'
C148	19.75'	106.50'	10°37'33"	S55°53'55"W	19.72'
C149	35.15'	182.50'	11°02'10"	N55°41'36"E	35.10'
C150	30.63'	20.00'	87°45'16"	N06°17'53"E	27.72'
C172	79.61'	517.50'	8°48'53"	S48°13'57"E	79.54'
C173	30.02'	20.00'	85°59'58"	N86°49'30"W	27.28'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C174	41.89'	217.50'	11°02'10"	N55°41'36"E	41.83'
C175	146.01'	71.50'	117°00'06"	S02°42'39"W	121.93'
C176	22.70'	106.50'	12°12'49"	N49°41'00"W	22.66'
C177	30.36'	20.00'	86°58'29"	S87°03'50"E	27.53'
C178	53.85'	717.50'	4°18'00"	S51°35'55"W	53.84'
C179	58.73'	717.50'	4°41'24"	S56°05'38"W	58.72'
C180	58.73'	717.50'	4°41'24"	S60°47'02"W	58.72'
C181	17.20'	717.50'	1°22'24"	S63°48'56"W	17.20'
C182	146.18'	71.50'	117°08'33"	N05°55'52"E	122.02'
C188	106.85'	300.00'	20°24'22"	S26°12'20"W	106.28'
C189	343.23'	700.00'	28°05'38"	S50°27'20"W	339.80'
C190	123.71'	700.00'	10°07'32"	S41°28'17"W	123.55'
C191	219.52'	700.00'	17°58'06"	S55°31'06"W	218.63'
C192	181.96'	89.00'	117°08'33"	N05°55'52"E	151.89'
C193	75.77'	89.00'	48°46'41"	N40°06'48"E	73.50'
C194	106.19'	89.00'	68°21'51"	N18°27'28"W	100.00'
C195	131.43'	500.00'	15°03'39"	S45°06'34"E	131.05'
C196	111.83'	500.00'	12°48'55"	S46°13'56"E	111.60'
C197	19.60'	500.00'	2°14'44"	S38°42'07"E	19.59'
C219	124.43'	300.00'	23°45'53"	N65°28'26"W	123.54'
C222	19.14'	89.00'	12°19'27"	N49°37'41"W	19.11'
C223	181.74'	89.00'	117°00'06"	S02°42'39"W	151.77'
C224	38.52'	200.00'	11°02'10"	N55°41'36"E	38.46'
C227	31.42'	20.00'	90°00'00"	N61°00'09"E	28.28'
C228	31.42'	20.00'	90°00'00"	S28°59'51"E	28.28'
C229	8.18'	25.00'	18°44'41"	S43°02'30"E	8.14'
C230	35.80'	25.00'	82°02'53"	N44°17'02"E	32.82'
C231	40.53'	25.00'	92°53'35"	N54°56'19"W	36.24'
C232	41.07'	25.00'	94°08'05"	N53°08'41"W	36.61'

LINE TABLE		
LINE	LENGTH	BEARING
L30	38.57'	N74°16'33"W
L34	38.57'	N74°16'33"W
L35	9.49'	S64°31'40"W
L36	2.29'	S77°06'25"W
L169	81.92'	S44°31'32"E
L170	53.76'	N46°28'14"W
L37	8.66'	S64°30'09"W
L38	19.85'	N43°13'19"E
L39	43.47'	N27°09'14"E
L40	17.01'	N17°38'04"E
L41	2.52'	S39°44'51"W
L42	46.46'	S16°00'09"W
L52	4.07'	S53°35'30"E
L67	4.07'	S53°35'30"E
L68	10.77'	N58°44'46"W
L69	3.72'	N66°20'23"W
L70	2.51'	S50°10'31"W
L72	1.96'	S50°10'31"W
L73	10.53'	S61°12'41"W
L78	2.37'	N52°38'24"W
L79	16.36'	S58°23'53"W
L80	13.35'	S50°10'31"W
L81	1.64'	S61°12'41"W
L82	27.52'	S61°12'41"W
L83	24.27'	N55°47'24"W
L84	38.40'	S34°12'36"W
L85	22.30'	S64°30'09"W
L86	22.00'	S16°00'09"W
L87	37.50'	N73°59'51"W
L88	37.50'	N73°59'51"W
L89	54.93'	N74°16'33"W
L90	48.48'	S52°38'24"E
L96	36.30'	N43°27'57"W
L99	22.00'	S16°00'09"W
L100	43.42'	S39°26'24"W
L101	37.12'	N33°40'09"W
L102	14.46'	N91°17'00"E
L103	15.56'	N80°00'00"W
L104	18.34'	S8°45'49"W
L105	56.92'	N4°41'32"W
L106	17.56'	N78°36'53"E
L107	23.21'	N46°28'14"W
L108	45.34'	N42°53'52"W
L109	45.36'	N79°47'17"E
L110	61.40'	S17°38'04"W
L111	25.70'	N45°15'00"W
L112	39.93'	N21°51'03"E
L113	61.88'	S79°36'18"W
L114	54.53'	S71°00'07"W
L115	66.23'	S78°54'21"W
L116	75.30'	N89°49'49"W
L160	39.08'	N79°47'17"E
L161	30.35'	S13°32'53"E
L162	70.84'	N33°40'09"W
L163	51.68'	S31°53'35"W
L164	58.08'	N22°01'13"W
L165	25.03'	N5°09'15"W
L166	30.55'	N46°28'14"W

LINE TABLE		
LINE	LENGTH	BEARING
L167	25.00'	N4°41'32"W
L168	90.98'	N5°09'15"W
L169	81.92'	S44°31'32"E
L170	53.76'	N46°28'14"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) UNLESS OTHERWISE NOTED.
- 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 PLAT BOOK |
| INDICATES LICENSED BUSINESS | INDICATES PAGE |
| INDICATES NUMBER | INDICATES PAGES |
| INDICATES OFFICIAL RECORDS BOOK | SO FT INDICATES SQUARE FEET |
| INDICATES POINT OF CURVATURE | R/W INDICATES RIGHT-OF-WAY |
| INDICATES POINT ON CURVE | |
| INDICATES POINT OF COMPOUND CURVATURE | |
| INDICATES POINT OF REVERSE CURVATURE | |
| INDICATES POINT OF TANGENCY | |
| INDICATES RADIUS LENGTH | |
| INDICATES RADIAL LINE | |
| INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES | |
| INDICATES DATE, FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS) | |
| INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS, DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA, UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA. | |

TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	4,841	0.11
B	29,830	0.68
C	180,222	4.14
D	1,531	0.04
E	195,481	4.49
F	106,333	2.44
G	96,964	2.23
H	54,848	1.26
I	20,467	0.47
J	5,603	0.13
K	2,105	0.05
L	3,085	0.07
M	2,199	0.05
N	27,755	0.64
O	101,569	2.33
P	12,503	0.29
Q	25,103	0.58
R	18,124	0.42
S	22,341	0.51
T	1,100	0.03

VILLAGES OF WEST LAKE UNIT NO. 65

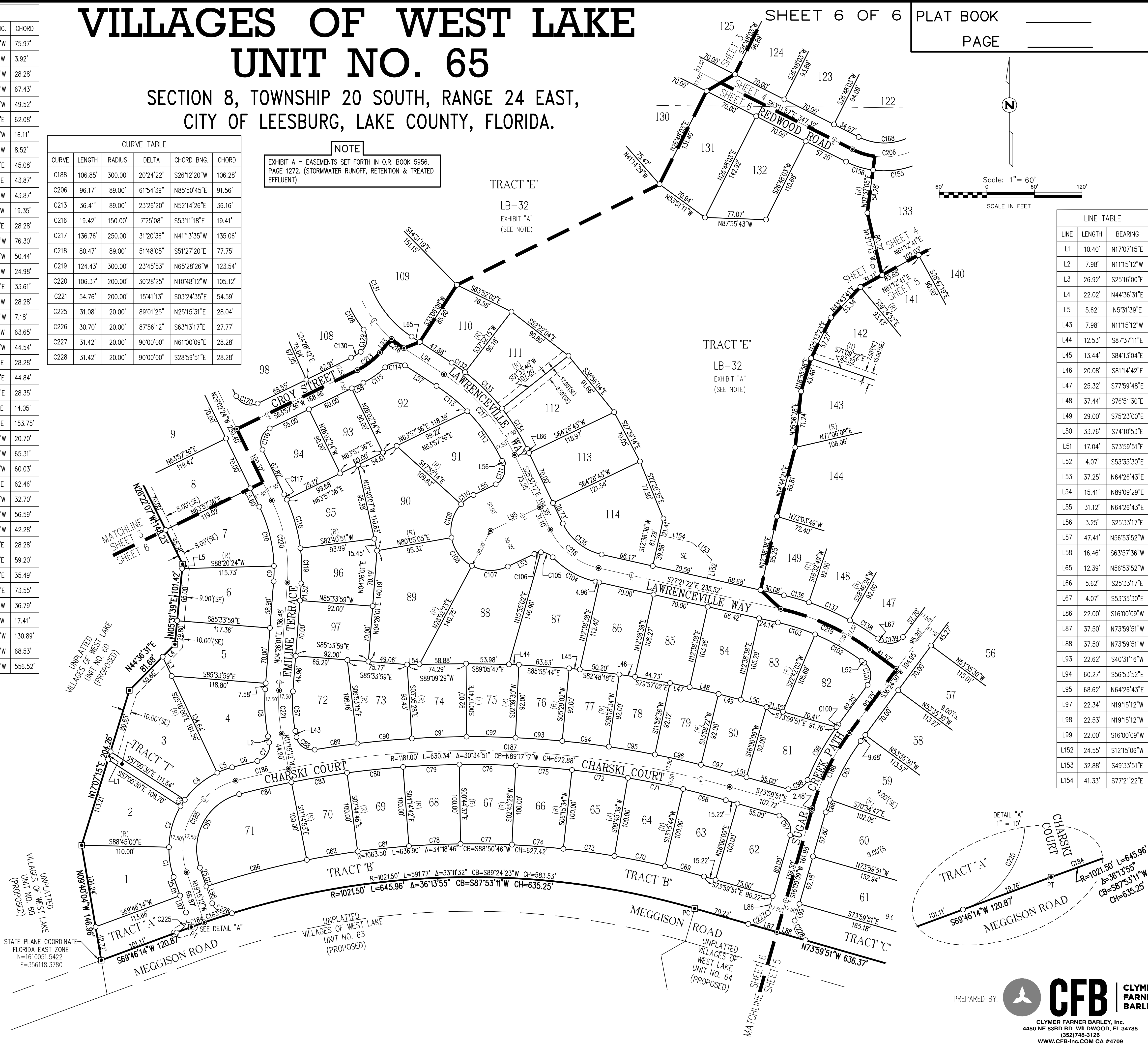
SECTION 8, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C1	38.11'	106.50'	20°30'12"	S09°00'06"E	37.91'
C2	54.00'	106.50'	29°03'03"	S15°46'31"W	53.42'
C3	10.00'	106.50'	5°22'55"	S32°59'30"W	10.00'
C4	54.00'	106.50'	29°03'03"	S50°12'29"W	53.42'
C5	19.87'	106.50'	10°41'18"	S70°04'39"W	19.84'
C6	32.66'	1198.50'	1°33'41"	S76°12'09"W	32.66'
C7	30.80'	20.00'	88°14'11"	N32°51'54"E	27.85'
C8	59.55'	217.50'	15°41'13"	S03°24'36"E	59.36'
C9	19.41'	182.50'	6°05'37"	N01°23'13"E	19.40'
C10	77.66'	182.50'	24°22'49"	N13°51'00"W	77.07'
C65	83.76'	282.50'	16°59'18"	S27°54'52"W	83.46'
C66	16.85'	282.50'	3°25'04"	S17°42'41"W	16.85'
C67	31.42'	20.00'	90°00'00"	N28°59'51"W	28.28'
C68	55.64'	1163.50'	2°44'24"	N75°22'04"W	55.64'
C69	50.86'	1063.50'	2°44'24"	N75°22'04"W	50.86'
C70	64.99'	1063.50'	3°30'05"	N78°29'18"W	64.98'
C71	71.10'	1163.50'	3°30'05"	N78°29'18"W	71.09'
C72	71.10'	1163.50'	3°30'05"	N81°59'24"W	71.09'
C73	64.99'	1063.50'	3°30'05"	N81°59'24"W	64.98'
C74	64.99'	1063.50'	3°30'05"	N85°29'29"W	64.98'
C75	71.10'	1163.50'	3°30'05"	N85°29'29"W	71.09'
C76	71.10'	1163.50'	3°30'05"	N88°59'34"W	71.09'
C77	64.99'	1063.50'	3°30'05"	N88°59'34"W	64.98'
C78	64.99'	1063.50'	3°30'05"	S87°30'20"W	64.98'
C79	71.10'	1163.50'	3°30'05"	S87°30'20"W	71.09'
C80	71.10'	1163.50'	3°30'05"	S84°00'15"W	71.09'
C81	64.99'	1063.50'	3°30'05"	S84°00'15"W	64.98'
C82	64.99'	1063.50'	3°30'05"	S80°30'10"W	64.98'
C83	71.10'	1163.50'	3°30'05"	S80°30'10"W	71.09'
C84	67.63'	1163.50'	3°19'49"	S77°05'12"W	67.62'
C85	118.15'	71.50'	94°40'30"	S28°05'03"W	105.16'
C86	131.09'	1063.50'	7°03'44"	S75°13'15"W	131.00'
C87	49.97'	182.50'	15°41'13"	S03°24'35"E	49.81'
C88	30.80'	20.00'	88°14'11"	S55°22'18"E	27.85'
C89	54.43'	1198.50'	2°36'08"	S81°48'41"W	54.43'
C90	68.95'	1198.50'	3°17'47"	S84°45'39"W	68.94'
C91	68.95'	1198.50'	3°17'47"	S88°03'26"W	68.94'
C92	61.77'	1198.50'	2°57'11"	N88°49'06"W	61.76'
C93	59.10'	1198.50'	2°49'32"	N85°55'44"W	59.10'
C94	59.10'	1198.50'	2°49'32"	N83°06'12"W	59.10'
C95	58.97'	1198.50'	2°49'09"	N80°16'52"W	58.97'
C96	59.50'	1198.50'	2°50'40"	N77°26'57"W	59.49'
C97	42.45'	1198.50'	2°01'46"	N75°00'44"W	42.45'
C98	29.34'	20.00'	84°02'40"	N63°58'48"E	26.78'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C99	76.15'	317.50'	13°44'33"	S28°49'45"W	75.97'
C100	31.92'	317.50'	0°42'29"	S36°03'16"W	3.92'
C101	31.42'	20.00'	90°00'00"	N08°35'30"W	28.28'
C102	67.59'	282.50'	13°42'28"	N60°26'43"W	67.43'
C103	49.59'	282.50'	10°03'25"	N72°19'40"W	49.52'
C104	63.00'	106.50'	33°53'33"	S60°24'35"E	62.08'
C105	16.58'	20.00'	47°30'21"	N67°12'59"W	16.11'
C106	8.58'	20.00'	24°35'07"	S76°44'17"W	8.52'
C107	46.77'	50.00'	53°35'40"	S88°45'27"E	45.08'
C108	45.42'	50.00'	52°02'42"	S35°56'16"E	43.87'
C109	45.42'	50.00'	52°02'42"	S16°06'26"W	43.87'
C110	19.47'	50.00'	22°18'57"	S53°17'15"W	19.35'
C111	31.42'	20.00'	90°00'00"	N19°26'43"E	28.28'
C112	76.64'	232.50'	18°53'15"	N34°59'54"W	76.30'
C113	50.54'	232.50'	12°27'21"	N50°40'12"W	50.44'
C114	26.98'	20.00'	77°17'55"	S84°27'10"W	24.98'
C115	33.75'	106.50'	18°09'23"	N54°52'54"E	33.61'
C116	31.42'	20.00'	90°00'00"	S18°57'36"W	28.28'
C117	7.18'	217.50'	1°53'32"	N25°05'38"W	7.18'
C118	63.88'	217.50'	16°49'43"	N15°44'01"W	63.65'
C119	44.61'	217.50'	11°45'10"	N01°26'34"W	44.54'
C120	31.42'	20.00'	90°00'00"	S71°02'24"E	28.28'
C128	44.97'	167.50'	15°23'02"	S29°53'22"E	44.84'
C129	31.51'	20.00'	90°15'46"	N07°33'00"E	28.35'
C130	14.07'	71.50'	11°16'43"	N58°19'14"E	14.05'
C131	164.03'	132.50'	70°55'42"	S21°26'02"E	153.75'
C132	20.71'	267.50'	4°26'08"	N54°40'48"W	20.70'
C133	65.47'	267.50'	14°01'24"	N45°27'02"W	65.31'
C134	60.15'	267.50'	12°53'03"	N31°59'49"W	60.03'
C135	64.64'	71.50'	51°48'05"	S51°27'20"E	62.46'
C136	32.71'	317.50'	5°54'12"	N74°24'16"W	32.70'
C137	56.67'	317.50'	10°13'34"	N66°20'23"W	56.59'
C138	42.31'	317.50'	7°38'07"	N57°24'33"W	42.28'
C139	31.42'	20.00'	90°00'00"	N81°24'30"E	28.28'
C155	59.99'	106.50'	32°16'30"	N81°28'50"E	59.20'
C156	35.66'	106.50'	19°10'59"	S72°47'26"E	35.49'
C168	77.26'	71.50'	61°54'37"	N85°50'45"E	73.55'
C183	36.79'	1021.50'	2°03'48"	S71°46'43"W	36.79'
C184	17.41'	1021.50'	0°58'35"	S70°15'31"W	17.41'
C185	147.06'	89.00'	94°40'30"	S28°05'03"W	130.89'
C186	68.54'	1181.00'	3°19'30"	S77°05'03"W	68.53'
C187	561.80'	1181.00'	2°15'20"	N87°37'32"W	556.52'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C188	106.85'	300.00'	20°24'22"	S26°12'20"W	106.28'
C206	96.17'	89.00'	61°54'39"	N85°50'45"E	91.56'
C213	36.41'	89.00'	23°26'20"	N52°14'26"E	36.16'
C216	19.42'	150.00'	7°25'08"	S53°11'18"E	19.41'
C217	136.76'	250.00'	31°20'36"	N41°13'35"W	135.06'
C218	80.47'	89.00'	51°48'05"	S51°27'20"E	77.75'
C219	124.43'	300.00'	23°45'53"	N65°28'26"W	123.54'
C220	106.37'	200.00'	30°28'25"	N10°48'12"W	105.12'
C221	54.76'	200.00'	15°41'13"	S03°24'35"E	54.59'
C225	31.08'	20.00'	89°01'25"	N25°15'31"E	28.04'
C226	30.70'	20.00'	87°56'12"	S63°13'17"E	27.77'
C227	31.42'	20.00'	90°00'00"	N61°00'09"E	28.28'
C228	31.42'	20.00'	90°00'00"	S28°59'51"E	28.28'

NOTE
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 5956,
PAGE 1272. (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.C. 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 RADIAL LINE

○ INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES

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

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

PB INDICATES PLAT BOOK
PC INDICATES PAGE
PQS INDICATES PAGES
SQ FT INDICATES SQUARE FEET
R/W INDICATES RIGHT-OF-WAY

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	4,841	0.11
B	29,830	0.68
C	180,222	4.14
D	1,531	0.04
E	195,481	4.49
F	106,333	2.44
G	96,964	2.23
H	54,848	1.26
I	20,467	0.47
J	5,603	0.13
K	2,105	0.05
L	3,085	0.07
M	2,199	0.05
N	27,755	0.64
O	101,569	2.33
P	12,503	0.29
Q	25,103	0.58
R	18,124	0.42
S	22,341	0.51
T	1,100	0.03

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: July 25, 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. 67, a subdivision of the City of Leesburg, Florida, being a portion of Section 08, 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. 67)

Staff Recommendation:

Staff recommends approval of the plat for Villages of West Lake Unit No. 67 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 64 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. 67 subdivision; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

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

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA ACCEPTING AND APPROVING A PLAT FOR VILLAGES OF WEST LAKE UNIT NO. 67, A SUBDIVISION OF THE CITY OF LEESBURG, FLORIDA, BEING A PORTION OF SECTION 08, 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. 67)

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. 67 is hereby approved and accepted by the City of Leesburg, Florida; being

A PARCEL OF LAND LYING WITHIN THE SOUTH 1/2 OF SECTION 8, 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 8; THENCE ALONG THE WEST LINE THEREOF RUN S00°32'36"W, 1,181.56 FEET; THENCE DEPARTING SAID WEST LINE RUN S89°27'24"E, 1,671.42 FEET; THENCE S73°59'51"E, 226.76 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 871.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°20'13", AN ARC DISTANCE OF 111.60 FEET TO THE POINT OF BEGINNING; THENCE N48°50'37"E, 385.32 FEET; THENCE N32°41'11"E, 88.51 FEET; THENCE S63°27'22"E, 182.50 FEET; THENCE S45°46'05"E, 60.01 FEET; THENCE S47°00'05"E, 303.08 FEET; THENCE S53°48'01"E, 14.17 FEET; THENCE S50°22'42"E, 123.00 FEET; THENCE S39°37'18"W, 207.80 FEET; THENCE S55°53'12"E, 109.95 FEET; THENCE S34°06'48"W, 67.85 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 317.50 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°15'02", AN ARC DISTANCE OF 67.89 FEET TO THE POINT OF TANGENCY; THENCE S21°51'46"W, 88.12 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 93°01'55", AN ARC DISTANCE OF 40.59 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 828.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°06'14", AN ARC DISTANCE OF 261.78 FEET TO THE POINT OF TANGENCY; THENCE N47°00'05"W, 312.83 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 19°39'34", AN ARC DISTANCE OF 299.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.23 ACRES, MORE OR LESS.

(See Exhibit A, Villages of West Lake Unit No. 67 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 25th day of July 2022.

Mayor

ATTEST:

City Clerk

VILLAGES OF WEST LAKE UNIT NO. 67

SECTION 8, 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. 67, 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

WITNESSES: VILLAGE COMMUNITY DEVELOPMENT
DISTRICT NO. 14

(1) _____
SIGNATURE

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

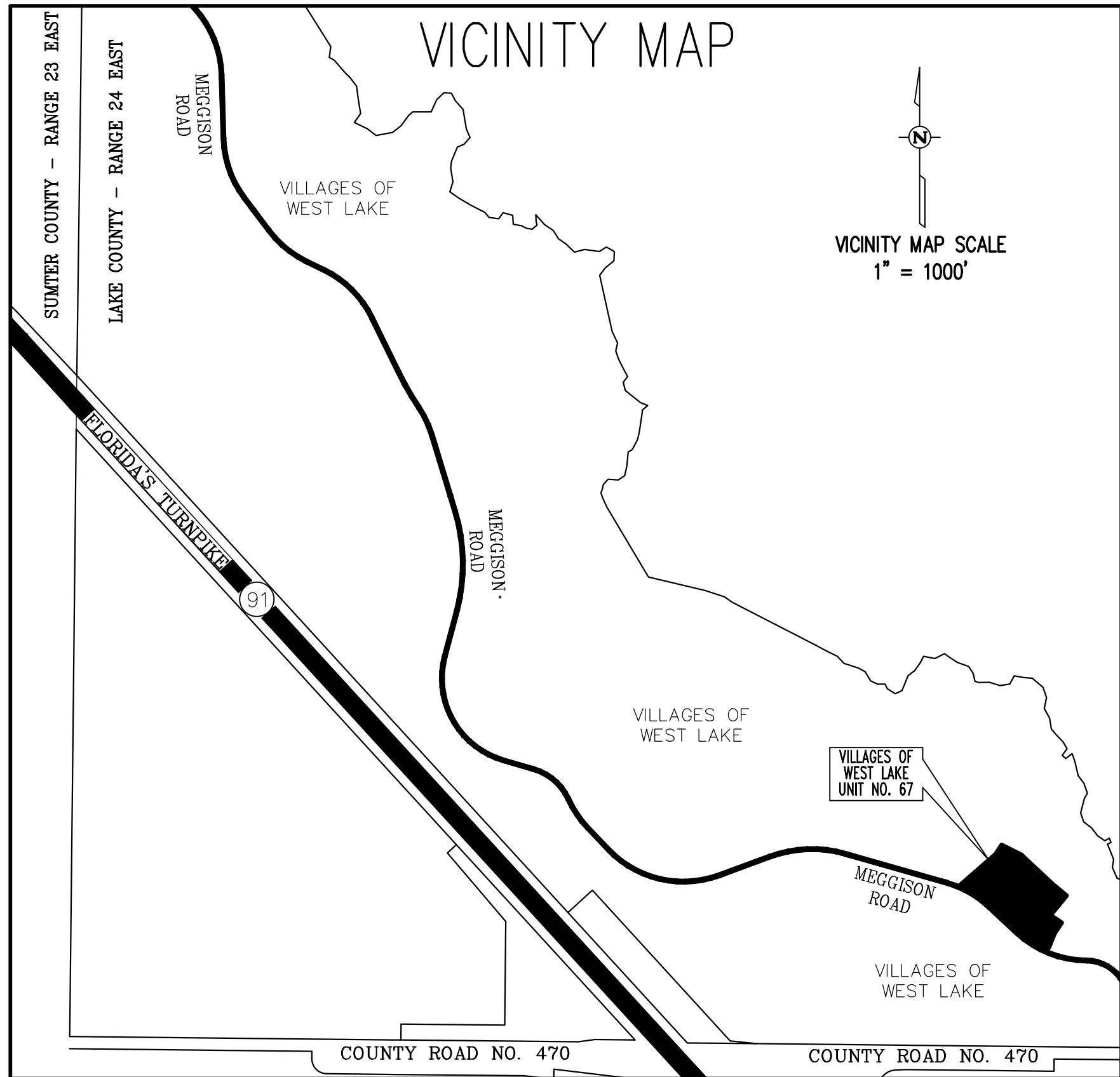
SEAL

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE SOUTH 1/2 OF SECTION 8, 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 8; THENCE ALONG THE WEST LINE THEREOF RUN S00°32'36"W, 1,181.56 FEET; THENCE DEPARTING SAID WEST LINE RUN S89°27'24"E, 1,671.42 FEET; THENCE S73°59'51"E, 226.76 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 871.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°20'13", AN ARC DISTANCE OF 111.60 FEET TO THE POINT OF BEGINNING; THENCE N48°50'37"E, 385.32 FEET; THENCE N32°41'11"E, 88.51 FEET; THENCE S63°27'22"E, 182.50 FEET; THENCE S45°46'05"E, 60.01 FEET; THENCE S47°00'05"E, 303.08 FEET; THENCE S53°48'01"E, 14.17 FEET; THENCE S50°22'42"E, 123.00 FEET; THENCE S39°37'18"W, 207.80 FEET; THENCE S55°53'12"E, 109.95 FEET; THENCE S34°06'48"W, 67.85 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 317.50 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°15'02", AN ARC DISTANCE OF 67.89 FEET TO THE POINT OF TANGENCY; THENCE S21°51'46"W, 88.12 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 93°01'55", AN ARC DISTANCE OF 40.59 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 828.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°06'14", AN ARC DISTANCE OF 261.78 FEET TO THE POINT OF TANGENCY; THENCE N47°00'05"W, 312.83 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 19°39'34", AN ARC DISTANCE OF 299.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.23 ACRES, MORE OR LESS.



64 LOTS – 6 TRACTS

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

NOTES:

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

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

3.) ALL DISTANCES SHOWN ARE IN FEET.

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

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

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

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

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

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

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

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

VILLAGES OF WEST LAKE UNIT NO. 67 CONVEYANCE AND GRANT OF EASEMENTS TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14

ALL RIGHT, TITLE AND INTEREST OF THE VILLAGES LAND COMPANY, LLC, (THE DEVELOPER) IN TRACTS "A", "B", "C", "D", "E" AND "F" AND THE ROADWAYS SHOWN ON THIS PLAT OF VILLAGES OF WEST LAKE UNIT NO. 67, 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

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

SIGNATURE

PRINT NAME

MAYOR/COMMISSIONER

SIGNATURE

PRINT NAME

PAGE

LINE TABLE		
LINE	LENGTH	BEARING
L1	71.35'	S21°51'46"W
L2	13.52'	S47°00'05"E
L3	0.74'	S63°27'22"E
L4	13.16'	S45°46'05"E
L5	13.36'	S47°00'05"E
L6	6.85'	S45°46'05"E
L7	67.85'	N34°06'48"E
L8	31.81'	S50°36'24"E
L9	10.26'	N47°00'05"W
L10	12.76'	S47°00'05"E
L11	7.88'	S63°27'22"E

WEST LINE OF THE SOUTHWEST 1/4
OF SECTION 8-20-24
S00°32'36"W 1181.56'
(BEARING BASIS)

UNPLATTED
VILLAGES OF WEST LAKE
UNIT NO. 65
(PROPOSED)

UNPLATTED
VILLAGES OF WEST LAKE
UNIT NO. 66
(PROPOSED)

POINT OF
BEGINNING
STATE PLANE COORDINATE
FLORIDA EAST ZONE
N=1609841 2805

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C19	22.03'	15.00'	84°09'19"	N89°04'43"W	20.10'
C20	94.49'	913.50'	5°55'35"	N62°26'50"W	94.45'
C21	29.40'	15.00'	1121°7'59"	N07°18'23"W	29.41'
C22	35.75'	217.50'	92°05'05"	N58°44'49"W	34.79'
C23	26.71'	217.50'	70°2'12"	N50°31'11"W	26.69'
C24	24.45'	15.00'	93°22'37"	N86°18'37"E	21.83'
C25	39.61'	25.00'	90°46'39"	S05°46'01"E	35.59'
C26	29.58'	662.50'	2°33'31"	S52°26'06"E	29.58'
C27	45.72'	662.50'	3°57'13"	S55°41'28"E	45.71'
C28	44.65'	662.50'	3°51'40"	S59°35'54"E	44.64'
C29	7.06'	662.50'	0°36'39"	S61°50'04"E	7.06'
C30	2.86'	25.00'	6°33'32"	S65°25'09"E	2.86'
C31	19.16'	337.50'	3°15'11"	S32°29'13"W	19.16'
C32	40.74'	25.00'	93°22'38"	N86°18'37"E	36.38'
C33	41.82'	25.00'	95°50'43"	S00°55'17"W	37.11'
C34	29.54'	25.00'	67°42'01"	S82°41'37"W	27.85'
C35	42.39'	182.50'	13°18'32"	N46°48'06"W	42.30'
C36	10.02'	182.50'	3°08'46"	N48°34'28"W	10.02'
C37	37.80'	25.00'	86°37'32"	N03°41'23"W	34.32'
C38	33.76'	25.00'	72°27'53"	N16°49'40"W	31.26'
C39	20.01'	786.50'	1°27'28"	S66°08'00"E	20.01'
C40	272.63'	786.50'	19°51'39"	S56°55'54"E	271.27'
C41	293.51'	913.50'	18°24'33"	N56°12'21"W	292.25'
C42	33.68'	25.00'	77°11'16"	N72°42'26"E	31.19'
C43	34.65'	317.50'	6°15'11"	S30°59'12"W	34.63'
C44	33.23'	317.50'	5°58'51"	S24°41'41"W	33.22'
C45	179.67'	680.00'	15°08'19"	S54°34'14"E	179.15'
C46	173.45'	680.00'	14°36'54"	S54°49'57"E	172.98'
C47	6.21'	680.00'	0°31'25"	S47°15'47"E	6.21'
C48	57.44'	200.00'	16°27'17"	N55°13'44"W	57.24'
C49	18.37'	915.50'	1°08'59"	N58°52'04"W	18.37'
C50	18.26'	915.50'	1°08'34"	N57°43'18"W	18.26'
C51	36.64'	913.50'	2°17'52"	N58°20'06"W	36.63'

- 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.) ON 5/8" IRON PIN AND CAP SET (LB #4709)
- INDICATES P.I.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4708 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 177.091(9) FLORIDA STATUTES. (SEE NOTE #5).
- C9 INDICATES CURVE NUMBER IN CURVE TABLE
- L9 INDICATES LINE NUMBER IN LINE TABLE
- Δ INDICATES CENTERLINE
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CB INDICATES CHORD BEARING
- CH INDICATES CHORD DISTANCE
- L INDICATES ARC LENGTH
- LB INDICATES LICENSED BUSINESS
- NO INDICATES NUMBER
- ORB INDICATES OFFICIAL RECORDS BOOK
- PC INDICATES POINT OF CURVATURE
- 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 CONTINGUATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY HOLDERS ACKNOWLEDGING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.

PREPARED BY: 

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.4.

Meeting Date: July 25, 2022

From: Brandy McDaniel, (Budget Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida amending the Fiscal Year 2021-22 Budget for the Stormwater, Airport and Fleet Services Funds for the Third Quarter; and providing an effective date.

Staff Recommendation:

Staff recommends adoption of the attached resolution amending the Fiscal Year 2021-22 Budget.

Analysis:

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

Stormwater Fund	Amount	Funding Source
Purchase Vacuum Truck	\$ <u>462,238</u>	Fund Balance
Total Stormwater Fund	\$ <u>462,238</u>	
Airport Fund	Amount	Funding Source
Increase 32800 Echo Dr Roof Replacement	\$ <u>65,000</u>	Fund Balance
Increase Hangar Design Engineering	<u>33,500</u>	Fund Balance
Total Airport Fund	\$ <u>98,500</u>	
Fleet Services Fund	Amount	Funding Source
Replace Police unit which was totaled	\$ <u>30,000</u>	Recovery from Losses/Fund Bal.
Total Fleet Services Fund	\$ <u>30,000</u>	

Procurement Analysis:

N/A

Options:

1. Adopt the attached resolution amending the Fiscal Year 2021-22 budget for the Stormwater, Airport and Fleet Services Funds for the Third Quarter; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

See attached

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA,
AMENDING THE FISCAL YEAR 2021-22 BUDGET FOR THE STORMWATER, AIRPORT AND
FLEET SERVICES FUNDS FOR THE THIRD QUARTER; AND PROVIDING AN EFFECTIVE
DATE.**

WHEREAS, the City of Commission of the City of Leesburg adopted a budget for the Fiscal Year 2021-22 on September 27, 2021, which they felt was in the best interest of the citizens of the City of Leesburg, and

WHEREAS, it is now necessary to amend the current budget for Fiscal Year 2021-22 to provide funds for various projects as adopted at City Commission meetings, and

WHEREAS, such action was not anticipated in the original 2021-22 annual budget;

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

SECTION I.

Pursuant to Section 200.065, Florida Statutes, and all other applicable laws, the following amounts for use by the various funds during Fiscal Year 2021-22 as reflected below, including all modifications or amendments made during this meetings, are hereby adopted as increases/decreases to the original budget for Fiscal Year 2021-22 for the City of Leesburg, Florida:

STORMWATER

ESTIMATED REVENUES AND OTHER RECEIPTS

Other Financing Sources:

Fund Balance Appropriated	462,238
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	462,238

PROPOSED APPROPRIATIONS

Physical Environment	462,238
TOTAL PROPOSED APPROPRIATIONS	462,238

AIRPORT FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Other Financing Sources:

Fund Balance Appropriated	98,500
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	98,500

PROPOSED APPROPRIATIONS

Transportation	98,500
TOTAL PROPOSED APPROPRIATIONS	98,500

FLEET SERVICES FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Miscellaneous Revenue	4,015
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Other Financing Sources:

Fund Balance Appropriated	25,985
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	30,000

PROPOSED APPROPRIATIONS

General Government	30,000
TOTAL PROPOSED APPROPRIATIONS	30,000

ALL FUNDS

ESTIMATED REVENUES AND OTHER RECEIPTS

Miscellaneous Revenue	4,015
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Total Estimated Revenues	4,015
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Other Financing Sources:

Fund Balance Appropriated	586,723
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	590,738

PROPOSED APPROPRIATIONS

General Government	30,000
Physical Environment	462,238
TOTAL PROPOSED APPROPRIATIONS	590,738

SECTION II.

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

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

Mayor

ATTEST:

City Clerk

<u>FUND</u>	FY 2022 <u>ADOPTED</u>	<u>CHANGE</u>	FY 2022 <u>AMENDED</u>
General	32,038,163	-	32,038,163
Stormwater	2,430,569	462,238	2,892,807
Housing Assistance	151,698	-	151,698
Greater Leesburg CRA	722,716	-	722,716
Carver Heights CRA	717,397	-	717,397
Hwy 441/27 CRA	1,413,457	-	1,413,457
Debt Service	1,750,006	-	1,750,006
Capital Projects	7,804,711	-	7,804,711
Electric	76,656,901	-	76,656,901
Gas	11,013,386	-	11,013,386
Water	14,171,459	-	14,171,459
Wastewater	32,085,126	-	32,085,126
Solid Waste	5,209,518	-	5,209,518
Airport	7,479,758	98,500	7,578,258
Police Pension	1,963,389		1,963,389
Fire Pension	1,676,985		1,676,985
General Employees Pension	3,245,409		3,245,409
Health Insurance	7,724,219	-	7,724,219
Workers' Compensation	672,050	-	672,050
Risk Management	876,886	-	876,886
Discretionary Sales Tax	2,538,165	-	2,538,165
Gas Tax	755,080	-	755,080
Police Impact Fees	10,500	-	10,500
Fire Impact Fees	250		250
Recreation Impact Fees	181,000	-	181,000
Building Permits	1,756,420	-	1,756,420
Police Forfeiture	41,571	-	41,571
Police Education Receipts	6,000	-	6,000
Fleet Services	4,397,559	30,000	4,427,559
Total	219,490,348	590,738	220,081,086

3rd Quarter Budget Adjustments Additional Information

<u>Fund:</u>	<u>Description</u>	<u>Amount</u>	<u>Reason</u>
Stormwater			
	Vacuum Truck	462,238	City Commission approved 6/13/22
	Total Stormwater	462,238	
Airport			
	Increase Hangar Design Engineering	33,500	Remedy a non-compliant taxiline safety area, Storwater ponds on Echo will need to be reconfigured, City Commission approved 6/13/2022
	Increase Budget for 32800 Echo Drive Roof Replacement	65,000	City Commission approved 6/13/22
	Total Airport	98,500	
Fleet Services			
	Replace Code Enforcement Unit #2050 which was totaled in an accident	30,000	Replace wrecked unit, City received \$4,015 from Insurance, remainder Fleet will pay
	Total Fleet Services	30,000	
	Total 3rd Qtr Budget Adjustments	590,738	

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: July 25, 2022

From: Lucy Gangone, (Library Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing approval of the Interlocal Agreement between Lake County, Florida and the City of Leesburg regarding use of Impact Fee Trust Funds for the Leesburg Public Library; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution authorizing approval of the Interlocal Agreement between Lake County, Florida and the City of Leesburg regarding use of Impact Fee Trust Funds funds for the Leesburg Public Library.

Analysis:

On February 14, 2022, the City Commission authorized the Library Department to apply for, and accept if awarded, a grant from Lake County, Florida of \$4,787.35 to purchase and install metal shelving units for the storage and display of library materials. Staff of the Lake County Library System subsequently recommended the Leesburg Public Library application for funding from Library Impact Fee Trust Funds. On June 16, the Lake County Library Advisory Board approved the application of the Leesburg Public Library for County Library Impact Fee Trust Funds. The Interlocal Agreement, as approved by the City Commission, will be presented to the Board of County Commissioners of Lake County, Florida, for execution.

Procurement Analysis:

N/A

Options:

1. Approve the resolution authorizing approval of the Interlocal Agreement between Lake County, Florida, and the City of Leesburg regarding use of library impact fees for the Leesburg Public Library; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The payment of \$4,787.35 will be made to the City of Leesburg in FY 2022 - 2023 on a reimbursement basis. A budget adjustment will be necessary to add this to the current budget.

Account No. 001-0000-337-7100

Project No.

LKSHEL1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING APPROVAL OF THE INTERLOCAL
AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND THE CITY OF
LEESBURG REGARDING USE OF IMPACT FEE TRUST FUNDS FOR THE
LEESBURG PUBLIC LIBRARY; 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 Lake County, Florida, whose address is P.O. Box 7800, Tavares, Florida 32778, for use of Library Impact Fees for the Leesburg Public Library.

THAT this resolution shall become effective immediately.

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

Mayor

ATTEST:

City Clerk

**INTERLOCAL AGREEMENT
RELATING TO
USE OF LIBRARY IMPACT FEES**

THIS INTERLOCAL AGREEMENT is made by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter the “County,” and the City of Leesburg, Florida, a municipal corporation organized under the laws of the State of Florida, hereinafter the “City,” for use of library impact fee monies for the Leesburg Public Library, located at 100 E. Main Street, Leesburg, Florida 34748, hereinafter the “Library.”

WHEREAS, Ordinance No. 2003-99, approved November 18, 2003, created a library impact fee for the purposes of providing a source of revenue to fund construction or improvement in the Lake County Library System necessitated due to growth; and

WHEREAS, Section 22-61, Lake County Code, states that library impact fee money shall be used solely for the purpose of constructing or improving the Lake County Library System, including, but not limited to, design and construction plan preparation, permitting and fees, land acquisition, construction and design of new facilities, and acquisition of collection items, public access computers and other capital equipment; and

WHEREAS, Policy LCC-7 sets forth the minimum guidelines for entry into the Lake County Library System as a member library; and

WHEREAS, Policy LCC-63 sets forth the process for distribution of funds from the Library Impact Fee Trust Fund; and

WHEREAS, in accordance with Policy LCC-63, the City has requested impact fee funds in the amount of \$4,787.36 for the purchase of five pull out metal drawers for storage of the audio collection which will add capacity to the current collection; and

WHEREAS, on June 16, 2022, the Lake County Library Advisory Board voted to recommend approval of the above-referenced request for a total of \$4,787.36 in impact fee funds.

NOW, THEREFORE, the parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are incorporated herein by reference.
2. **County Obligations.** The County agrees to provide funding in the maximum and total amount of **\$4,787.36** to the City from the Library Impact Fee Trust Fund, to be used for the purchase of five pull out metal drawers for storage of the audio collection which will add capacity to the current collection (hereinafter and collectively the “Project”). The Project will expand programming space and provide an outdoor meeting space for patrons. Work towards the Project shall be consistent with the representations made by the City in the City’s applications for use of library impact fee attached hereto and incorporated herein as **Exhibit A**. The County will make payments on a reimbursement basis with the

submittal of an invoice and proper documentation. Invoices shall be submitted to the Office of Library Services Director at P.O. Box 7800, Tavares, Florida 32778. Payments shall be made in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act.

3. City Obligations.

A. The City will be solely responsible for the purchasing and inspection of the Project. The City must comply with all applicable competitive procurement provisions contained within the Florida Statutes, including, if applicable, Section 255.0525, Section 255.20, and Section 287.055. If the competitive bidding/selection process is required for the completion of the Project, the County will have the right to review the competitive bidding/selection process used by the City and will have the right to review all solicitation responses received. In the event the County determines that the City's procurement process is insufficient, the County will require the City to reject all bids and re-bid the Project. If the City refuses to reject all bids and re-bid the Project, then the County will have the option to terminate this agreement and will receive a return of all payments made from the County to the City under this agreement, if any.

B. The City will remain a member of the Lake County Library System for a period of three years following the effective date of this agreement. In the event the City withdraws from the Lake County Library System or does not renew its membership in the Lake County Library System within that three-year period, the City must repay the money granted herein as follows: for each year the City maintains its member status, the amount to be repaid will be reduced by 33%. For example, if the City withdraws from the Lake County Library System after one year from the effective date of this agreement, the City must repay the County 66% of the funding contribution that has been made to that point; after two years, the City must repay 33% of the funding contribution, etc.

4. Allowable Uses of Impact Fee Money. The City must use the impact fee money granted herein for the purposes set forth in Section 22-61, Lake County Code. By executing this agreement, the City certifies that the Project qualifies as a capital facility need resulting from new growth or development and is not being constructed or undertaken to remedy an existing deficiency in library services, as such terms are defined within the adopted Lake County Comprehensive Plan, Capital Improvements Element.

5. Indemnification. The City will, to the extent permitted by Florida law, protect, defend, indemnify, and hold the County, its officers, commissioners, employees and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, including a reasonable attorneys' fee or other expenses or liabilities, of every kind and character resulting from any error, omission, or negligent act of the City, its agents, employees, or representatives in the performance of the obligations

under this agreement. Furthermore, nothing herein will be construed as a waiver of sovereign immunity on the part of the County.

6. Effective Date, Term and Termination. This agreement will become effective upon the day of the last signature of the parties and will remain in force until two years after the effective date. Either party has the right to terminate this agreement for cause with 30 days written notice to the other; provided, however, that in the event of termination by the County, the City will be entitled to reimbursement of purchases relating to the Project up to and including the day of termination, as long as such purchases qualify for impact fee money. In the event that the purchase, and installation of, as applicable, Project materials has not been completed within two (2) years after the effective date of this agreement, the agreement shall be considered null and void.

7. Modifications. Unless otherwise specified herein, no modification, amendment, or alteration of the terms or conditions contained herein will be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.

8. Notices.

A. All notices, demands, or other writings required to be given or made or sent in this agreement, or which may be given or made or sent, by either party to the other, will be deemed to have been fully given or made or sent when in writing and addressed as follows:

COUNTY

Lake County Manager
P.O. Box 7800
Tavares, Florida 32778

CITY

City of Leesburg
501 West Meadow Street
P.O. Box 490630
Leesburg, Florida 34749

cc: Office of Library Services Director
P.O. Box 7800
Tavares, Florida 32778

B. All notices required, or which may be given hereunder, will be considered properly given if personally delivered, sent by certified United States mail, return receipt requested, or sent by Federal Express or other equivalent overnight letter delivery company.

C. The effective date of such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company.

D. Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

9. Incorporation. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the specific matters contained

herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document.

10. Severability. If any provision of this agreement is found by a court of competent jurisdiction to be invalid, it will be considered deleted here from, and will not invalidate the remaining provisions.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have signed this agreement on the dates under each signature.

CITY

LEESBURG, FLORIDA

ATTEST:

J. Andi Purvis, City Clerk

Mike Pederson, Mayor

This _____ day of _____, 2022.

Approved as to form and legality:

Grant Watson, City Attorney

COUNTY

LAKE COUNTY, FLORIDA through its
BOARD OF COUNTY COMMISSIONERS

Sean M. Parks, Chairman

This _____ day of _____, 2022.

ATTEST:

Gary Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

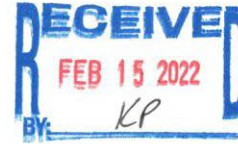
Approved as to Form & Legality:

Melanie Marsh, County Attorney

Exhibit A

Appendix A
Lake County Library Impact Fees – PROJECT APPLICATION

Appendix A
Lake County Library Impact Fees
PROJECT APPLICATION
Application Deadline: March 1



1. APPLICANT INFORMATION

A. LEGAL NAME OF APPLICANT (Government)

City of Leesburg

B. APPLICANT ADDRESS

Street 501 West Meadow Street PO Box if applicable PO Box 490630

City Leesburg Zip Code 34749-0630

C. APPLICATION REQUIREMENTS (Both 1 and 2 are required)

1. ☒ County library impact fee is assessed within municipality, or

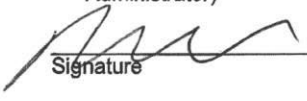
 municipality collects local library impact fee which is equal to or greater than county library impact fee, or

 municipality collects local library impact fee which is less than county library impact fee and remits the difference between local and county impact fee to county.

2. ☒ Municipality has a library which is a member of the Lake County Library System, or

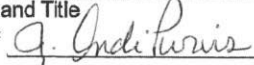
 is a newly created library which has submitted a letter of intent for the municipality's library to become a Member of the LCLS in accordance with LCC-7.

D. APPROVAL TO SUBMIT APPLICATION (By library governing body or City Administrator)


Signature

Mike Pederson, Mayor

Name and Title

ATTEST: 

J. Andi Purvis, City Clerk

2. LIBRARY INFORMATION

A. NAME OF LIBRARY Leesburg Public Library

B. LIBRARY ADDRESS ☒ Current ☐ Future

Street 100 East Main Street City Leesburg Zip 34748

Appendix A
Lake County Library Impact Fees – PROJECT APPLICATION

3. **PROJECT MANAGER** (Library Director)

A. Name Lucy B. Gangone Telephone 352-728-9791
Fax 352-326-6635 E-mail lucy.gangone@leesburgflorida.gov

4. **TYPE OF PROJECT**

A. ☐ CONSTRUCTION
☐ Design & Engineering ☐ New Building ☐ Expansion
B. ☐ COLLECTIONS
C. ☐ EQUIPMENT
☐ Public Access Computers ☐ Number
☒ Other (describe) Shelving

5. **THIS PROJECT IS INCLUDED IN:** (Maximum of 5 points) (Mark all that apply)

☐ Master Facilities Plan for Lake County Library System
☐ City or County Capital Improvement Plan
☒ Lake County Library System Long Range Plan of Service
☒ Lake County Library System Annual Plan of Service
☐ Other (Describe) _____

6. **COST OF TOTAL PROJECT** (Estimated) \$4,787.35

7. **AMOUNT REQUESTED** (Maximum of 10 points) \$4,787.35

8. **% OF PROJECT ELIGIBLE FOR IMPACT FEES** 100%

9. **PRIMARY SOURCE OF IMPACT FEES:** (Maximum of 10 points)

☒ Applicant contributes to countywide library impact fee fund (10 points)
☐ Applicant collects and retains impact fees locally (-10 points)

10. **PROJECT HISTORY** (Maximum of 5 points)

A. Is this a new project request:

☒ Yes
☐ No Year of 1st Request _____

Appendix A

Lake County Library Impact Fees – PROJECT APPLICATION

B. Has project previously received funding from library impact fees?

____ Yes X No

If Yes, was the project request ____ partially or ____ fully funded?

Year/s _____ Amount _____

11. **PROJECT NARRATIVE** – (No more than 3 pages, Maximum of 30 points)

- a. Briefly describe project (0-5)
- b. Include justification for use of impact fees (0-5)
- c. Establish need for the project (0-5)
- d. Describe how the project will benefit the local community (0-5)
- e. Describe how the project will benefit county-wide library service (0-5)
- f. Provide an itemized cost estimate for equipment requests (0-5)

12. **APPLICANT PRIORITY RANKING** (If requesting more than one project) _____

13. **INITIAL YEAR OF PARTICIPATION** 2002

14. **COMPLETED BY:** Lucy B. Gangone **DATE:** 02/03/2022

RETURN THIS FORM TO: DIRECTOR OF THE LAKE COUNTY OFFICE OF
LIBRARY SERVICES
418 W. Alfred St., Suite C, Tavares, FL 32778

Staff Use Only

Project Rating _____ Project Ranking _____

Recommended Level of Funding _____

Approved Level of Funding _____

Comments _____

Lake County Library Impact Fees
Project Application
City of Leesburg

11. PROJECT NARRATIVE

- a. **Briefly describe project:** This project is the purchase of five (5) adjustable pull-out metal drawers for the storage and display of the Library's Young Adult (YA) music CD collection.
- b. **Include justification for use of impact fees:** The Lake County Board of County Commissioners Policy LCC-63 on "Library Impact Fee Application and Distribution Process" defines the purpose of impact fees "to provide a source of revenue to fund the construction or improvement of the county library system necessitated by growth as delineated in the capital improvement element of the comprehensive plan."
- c. **Establish need for the project:** The Leesburg Public Library currently owns over 400 music CDs classified as YA. The current shelving of ten (10) adjustable metal pull-out browsing drawers accommodates approximately 480 music CDs. The addition of five (5) drawers will add capacity for an additional 240 music CDs which can be shelved for direct public access. The YA music CD collection is maintained by regular weeding and monthly purchase of curated selections based on patron circulation and currency. As of July 2021, the City of Leesburg had current or future residential housing developments planned with an estimated 25,000 housing units, including developments for families like Windsong, Lake Denham Estates, and White Marsh. It is anticipated that this additional growth in Leesburg families will have an impact on the use of the Library's collections, including the YA music CD collection.
- d. **Describe how the project will benefit the local community:** The Library's YA music CD collection is used not only by teens but also adults seeking the latest in popular music. The Adult Services department maintains an adult music CD collection that is comprised of many diverse genres (e.g. jazz, country, classical, religious, etc.), and popular music does not receive a particular emphasis. In addition, many of the Library's patrons do not subscribe to music streaming services, and rely upon the Library for free access to audio music resources.
- e. **Describe how the project will benefit county-wide library service:** Titles in the Library's YA music CD collection may be borrowed through intralibrary loan by any resident holding a valid Lake County Library System borrower's card. In addition, many of the County's patrons do not subscribe to music streaming services, and rely upon the libraries in the system for free access to audio music resources.

f. **Provide an itemized cost estimate for equipment requests:**

<u>Quantity</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Total Price</u>
5	Pull-out adjustable media browse drawers with 5 dividers	\$476.00	\$2,380.00
1	58.25% Manufacturer's Material Surcharge (Current)		1,386.35
1	10% Manufacturer's Material Surcharge (Future)		476.00
1	Unloading and Installation		545.00
<u>TOTAL</u>			<u>\$4,787.35</u>

INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY AND THE CITY OF LEESBURG FOR USE OF LIBRARY
IMPACT FEES



LIBRARY INTERIORS OF FLORIDA, INC.

10006 Cross Creek Blvd. #432 ■ Tampa, FL 33647 ■ ph.813.977.6805 ■ fax.813.977.6806

Quotation

Customer: Melissa Curry
Leesburg Public Library
100 East Main Street
Leesburg, FL 34748
352-728-9790

Date: January 27, 2022

Submitted By:
Jeff Hunt

Project: Young Adult - media bins

Item	Qty	Catalog #	Item Description	Unit List Price	Total List Price	Unit Net Price	Total Net Price
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ESTEY Steel Library Shelving

All pricing is NET F.O.B. DELIVERED (without installation) per Palm Beach County Schools Contract #20C-56P "School Furniture" through 9/16/23.

Finish: ESTEY "Black"

A	5	XHDBRB3611A	12" deep (11" actual) x 36" wide adjustable pull-out browse box with (5) dividers	\$ 680.00	\$ 3,400.00	\$ 476.00	\$ 2,380.00
---	---	-------------	---	-----------	-------------	-----------	-------------

Total List Price	\$ 3,400.00
30% Fixed Discount	\$ (1,020.00)
Total Net	\$ 2,380.00

58.25% Manufacturer's Material Surcharge (current terms) \$ 1,386.35

28.00% Manufacturer's Material Surcharge (future allowance) \$ 476.00

UNLOADING & INSTALLATION of new furnishings:

- receive freight at local warehouse to avoid drop-ship at jobsite
- unload pallets with forklift to maintain original package integrity
- inspect for damage and process any claims for replacements
- store all products until jobsite is ready for installation
- confirm jobsite conditions and coordinate schedule
- strip shrink-wrap and break-down cartons
- assemble components, adjust and level
- maintain extra hardware inventory for any shortages
- perform any field-modifications and touch-up
- wipe-down furnishings and vacuum flooring
- remove trash from jobsite and pay disposal fees
- maintain general liability and worker's compensation insurance

Total Project \$ 4,767.35



November 1, 2021

RE: Material Cost Surcharge

Dear Valued Customer:

As you are aware, most all segments of the American economy are facing unprecedented strain on the supply chain and Tennsco has been battling these challenges as well. Our greatest concern is steel prices remain at historically high levels, and we do not see relief anytime soon. In addition to high steel prices, we are seeing rising costs and extended lead-times across nearly all our purchased parts and other raw materials. Finding and retaining quality production workers is an ongoing concern and has added to our labor costs. Tennsco, as well as most manufacturers, are facing unprecedented challenges.

Earlier this year, we made the decision to implement a material surcharge to help us react quickly to the rapidly changing steel market prices, as well as other cost drivers. Due to factors mentioned above, we will be adjusting the surcharge to 58.25% on net pricing, effective December 1, 2021. While we need this increase immediately to cover costs, we are delaying the implementation for a month to give our customers time to plan and react. This surcharge will be applied to all orders with Tennsco standard lead times. If an extended lead time is needed, please reach out to our quotes department.

Tennsco fully understands the burden we are placing on our dealer/distributors. It is our belief that the current steel market is an aberration and we do not see how these extremely high prices can be long sustained by the U.S. market. We fully plan to reduce, and eventually eliminate, the material surcharge as prices ease up and market conditions normalize. We will continue to make every effort to control our costs, and therefore, minimize the surcharge.

We appreciate your understanding and truly value our partnership.

Best Regards,
Tennsco, LLC

Stuart Speyer
President

201 Tennsco Drive, Dickson, TN 37055 | P.O. Box 1888, Dickson, TN 37056-1888
Customer Service: (866) 446-8686 • Fax (866) 445-7260 | www.tennsco.com

RESOLUTION NO. 11,029

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE LIBRARY DEPARTMENT TO APPLY FOR AND ACCEPT, IF AWARDED, A GRANT FROM THE LAKE COUNTY BOARD OF COUNTY COMMISSIONERS OF \$4,787.35 TO PURCHASE ADDITIONAL METAL SHELVING UNITS FOR THE STORAGE AND DISPLAY OF LIBRARY MATERIALS; AND PROVIDING AN EFFECTIVE DATE.

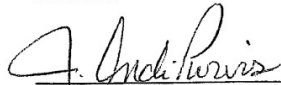
BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the City Commission hereby authorizes the Library Department to apply for and accept, if awarded, a grant from the Lake County Board of County Commissioners to purchase metal shelving for the storage and display of library materials.

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 14th day of February 2022.

ATTEST:


City Clerk


Mayor

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: July 25, 2022

From: Grant Watson (City Attorney), 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 contract for purchase and sale and lot line deviation with Concire, Inc for real estate within the Lake Harris Shopping Center in order to accommodate the expansion of Lift Station #72; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution to execute a contract for purchase and sale and lot line deviation with Concire, Inc for real estate within the Lake Harris Shopping Center in order to accommodate the expansion of Lift Station #72.

Analysis:

With the abundance of growth in the Southern sewershed, Lift Station #72 has been identified as our most critical vulnerability in our collections system. Lift Station #72, located along CR 48 in the Lake Harris Shopping Center, accepts and transfers 90% of the wastewater in the Southern Sewershed. The wastewater model and pump reports for Lift Station #72 show that it will reach capacity once 100 new homes come online. With the projected growth in the Southern Sewershed, approximately 15,000 new homes, it is critical to upgrade and increase the size of Lift Station #72. Failure to do so would result in an inability to serve new homes and increase the potential for system failures that could result in severe FDEP monetary penalties and consent orders.

Alternative site locations for Lift Station improvements are not a viable option as there are no available parcels within the vicinity of Lift Station #72 and any requests for purchase would most likely result in inflated pricing.

Procurement Analysis:

The purchase price for the Property will be based on the actual square footage of the Property, which price is estimated to be Fifty Thousand Dollars and NO/100 (\$50,000.00) for 1,200 square feet, ("Purchase Price"). Except for Purchaser's payment of the Purchase Price, Purchaser shall not be responsible for contributing towards any costs or expenses associated with Seller's relocation and/or replacement of parking spaces on the Property or Concire Parcel. The City shall deliver a \$2,500.00 earnest money deposit ("Earnest Money") to Escrow Agent within ten (10) days of the Effective Date.

Options:

1. Approve the resolution to execute a contract for purchase and and sale and lot line deviation with Concire, Inc. as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Funds for the purchase are available in the Wastewater Fund Project Schedule for Lift Station Rehabilitation.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
CONTRACT FOR PURCHASE AND SALE AND LOT LINE DEVIATION WITH
CONCIRE, INC FOR REAL ESTATE WITHIN THE LAKE HARRIS
SHOPPING CENTER IN ORDER TO ACCOMMODATE THE EXPANSION OF
LIFT STATION #72; 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 Concire, Inc. whose address is 38068 Daughtery Road, Zephyrhills, Florida 33540, for a lot line deviation or adjustment of the parcels and purchase the portion of the Concire Parcel affected by the lot line deviation to allow for the expansion of Lift Station #72 in accordance with the CONTRACT FOR PURCHASE AND SALE AND LOT LINE DEVIATION.

THAT this resolution shall become effective immediately.

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

Mayor

ATTEST:

City Clerk

THIS CONTRACT FOR PURCHASE AND SALE ("Contract") is entered into by and between **CONCIRE, INC.**, a Florida corporation, whose mailing address 38068 Daughtery Road, Zephyrhills, Florida 33540 ("Seller") and **THE CITY OF LEESBURG, FLORIDA**, a Florida municipal corporation, whose mailing address is 501 West Meadow Street, Leesburg, Florida 34748 (the "Purchaser") subject to all of the following terms and conditions:

RECITALS

- A. Seller is the owner of the Lake Harris Square Shopping Center (the "Shopping Center") located at 27405 US Highway 27, Leesburg, Florida 34748, which property is identified as Parcel ID Number 14-20-24-0004-000-05600 and is described more particularly on Exhibit "A" attached hereto (the "Concire Parcel");
- B. Purchaser is the owner of the real property identified as Parcel ID Number 14-20-24-0004-000-06700 and described more particularly on Exhibit "B" attached hereto (the "City Parcel");
- C. Purchaser owns, operates, and maintains a lift station and related facilities on the City Parcel and needs to expand the lift station and facilities beyond the current boundaries of the City Parcel;
- D. The City Parcel adjoins the Concire Parcel at the City Parcel's southern and eastern boundaries and adjustment of the boundary lines of the respective parcels would provide sufficient area for the City to expand of the lift station and related facilities;
- E. Adjustment of the City Parcel and Concire Parcel's boundaries will result in Seller's need to relocate and/or replace five (5) parking spaces currently utilized in connection with the Shopping Center to another area of the Concire Parcel;
- F. Adjustment or deviation of the boundaries is also subject to application, review and approval by the Planning and Zoning Commission of the City of Leesburg;
- G. Based on the foregoing, Seller and the Purchaser wish to enter into a Contract for Purchase and Sale by which the Purchaser agrees to seek approval of a lot line deviation or adjustment of the parcels and purchase the portion of the Concire Parcel affected by the lot line deviation.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties agree as follows:

1. Subject of the Purchase and Sale. The Purchaser shall purchase and Seller shall sell the following described portion of the Concire Parcel to the Purchaser (the "Property"):

SEE SKETCH OF DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

2. Purchase Price. The parties agree that the purchase price for the Property will be based on the actual square footage of the Property, which price is estimated to be Fifty Thousand Dollars and NO/100 (\$50,000.00) for 1,200 square feet, ("Purchase Price"). Except for Purchaser's payment of the Purchase Price, Purchaser shall not be responsible for contributing towards any costs or expenses associated with Seller's relocation and/or replacement of parking spaces on the Property or Concire Parcel. The City shall deliver a \$2,500.00 earnest money deposit ("Earnest Money") to Escrow Agent within ten (10) days of the Effective Date.

3. Title to the Property. Title to the Property shall be good and marketable and shall be conveyed to the Purchaser free and clear of any and all liens, encumbrances, claims and interest of any kind or nature whatsoever except the following: (a) current real estate taxes not delinquent; and, (b) such other liens, rights and encumbrances as may be approved by the Purchaser, including a deed restriction or covenant requiring Purchaser to install a 6' maximum height decorative wall around the expanded lift station facilities with the materials, gate(s), paint, colors, and landscaping to be approved by Seller or Seller's designated agent, and further requiring Purchaser to install appropriate odor control measures, sound attenuation of emergency power generator, and lighting (collectively, "Permitted Exceptions"). As evidence of such title, Seller shall, at its sole cost and expense, obtain as soon as practicable after the date hereof, but in no event later than thirty (30) days from the Effective Date, a commitment for an ALTA Form B Owner's Policy of title insurance issued by J. Steven Southwell, P.A., Steven Southwell, Esq., whose address is 502 W. Main St., Wauchula, FL 33873 ("Escrow Agent") agent for Old Republic Title Insurance Company ("Title Insurer"), together with legible copies of all instruments identified as exceptions in the commitment ("Commitment"), in which Commitment the Title Insurer shall agree to insure in an amount equal to the Purchase Price that upon delivery of a special warranty deed from Seller to Purchaser, the Purchaser shall have fee simple title to the Property free and clear of all matters rendering the property unmarketable except for the Permitted Exceptions. Within thirty (30) days after receipt of the Commitment, the Purchaser shall provide Seller with notice of any matters set forth in the Commitment which shall render Seller's title to the Property unmarketable as determined under the Uniform Title Standards adopted by the Florida Bar Association and the laws of the State of Florida but shall not include any Permitted Exceptions (hereinafter collectively referred to as the "Title Defect"). Seller shall have fifteen (15) days after receipt of such notice from Purchaser to cure any Title Defect ("Curative Period"). If Seller fails to cure the Title Defect within the fifteen (15) day period, then the Purchaser shall then within five (5) days thereafter elect to: (a) terminate this Contract and the parties hereto shall be relieved of any further duties, obligations or responsibilities arising hereunder, except for those intending to survive termination; or (b) waive its objections and proceed with the Contract. If Purchaser does not provide written notice to Seller of its elections within the five (5) day period set forth above, the Purchaser shall be deemed to have elected to pursue its options under clause (b) of the preceding sentence.

4. Due Diligence Period. Seller will deliver the Property to Purchaser at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the improvements, landscaping and grounds in a comparable condition. Seller makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, Purchaser may elect to terminate the Contract and receive a refund of any and all deposits or Earnest Money paid, plus interest, if applicable.

Purchaser will, at Purchaser's expense and within 120 days from the Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in Purchaser's sole and absolute discretion, for Purchaser's intended use and development of the Property. During the Due Diligence Period, Purchaser may conduct tests, studies, analyses, surveys and investigations ("Inspections") which Purchaser deems necessary to determine to Purchaser's satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that Purchaser deems appropriate to determine the suitability of the Property for Purchaser's intended use and development. Purchaser will deliver written notice to Seller prior to the expiration of the Due Diligence Period of Purchaser's determination of whether or not the Property is acceptable. Purchaser's failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. Seller grants Purchaser, its agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of

conducting Inspections; provided, however, that Purchaser, its agents, contractors and assigns, enter the Property and conduct Inspections at their own risk. Purchaser will indemnify and hold Seller harmless for losses, damages, costs, claims and expenses of any nature, including attorney's fees at all level, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by Purchaser. Purchaser will not engage in any activity that could result in a mechanic's lien being filed against the Property without Seller's prior written consent. In the event this transaction does not close, (1) Purchaser will repair all damages to the Property resulting from Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) Purchaser will, at the Purchaser's expense, release to Seller all reports and other work generated as a result of the Inspections. Should Purchaser deliver timely notice that the Property is not acceptable, Seller agrees that Purchaser's Earnest Money will be immediately returned to Purchaser and the Contract terminated.

Purchaser may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph.

5. Contingencies.

- a) Zoning Contingency. Notwithstanding anything else to the contrary herein, this Contract is expressly contingent on Purchaser obtaining any necessary zoning, land use, lot split, lot line deviation, subdivision, and/or comprehensive plan changes/designations from the City of Leesburg, Lake County and any other applicable agencies suitable in Purchaser's sole and absolute discretion to use the Property for governmental utility, water, wastewater, and solid waste facilities ("Approvals"). These contingencies in this section shall expressly extend beyond the Due Diligence Period and be a contingency to closing for Purchaser. Purchaser agrees, as necessary, to promptly apply for and diligently pursue such Approvals. If Approvals are not obtained within the Due Diligence Period, the Purchaser may elect to: (a) terminate this Contract and the parties hereto shall be relieved of any further duties, obligations and responsibilities arising hereunder, except for those intending to survive termination; (b) waive this zoning contingency and proceed with the Closing; or (c) extend the Closing for up to 90 days. Seller agrees to execute such authorization or other documents as may be required by governmental authorities to evidence Seller's consent to such rezoning, land use, lot split, lot line deviations, or comprehensive plan amendments.
- b) Appraisal Contingency. Notwithstanding anything else to the contrary herein, this Contract is expressly contingent on Purchaser obtaining a written appraisal from a licensed Florida appraiser on or before expiration of the Due Diligence Period, satisfactory to Purchaser in Purchaser's sole discretion, stating that the appraised value of the Property is at least \$50,000. If the appraisal states that the appraised value of the Property is less than the above value, Purchaser shall deliver written notice to Seller, either: a) terminating this Contract in which event the Earnest Money paid shall be refunded to Purchaser, thereby releasing Purchaser and Seller from all further obligations under this Contract; or b) waiving and removing this contingency and continuing with this Contract without regard to the appraised value of the Property.
- c) Approval of City Commission Required. Notwithstanding anything else to the contrary contained herein, this Contract is expressly contingent on the City Commission of the City of Leesburg approving this Contract in accordance with the laws, codes, rules, and regulations pertaining to the City. Purchaser shall make reasonable efforts to ensure that this Contract is promptly presented to the City Commission for appropriate review and approval and shall thereafter notify Seller of the City Commission's final decision.

6. Survey. Seller will, within five (5) days from Effective Date, deliver to Purchaser copies of prior surveys, plans, specifications, engineering documents, if any, and any other documents relevant to this transaction, prepared for Seller or in Seller's possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by Seller will be returned to Seller within ten (10) days from the date this Contract is terminated. Purchaser will, at Purchaser's expense and within the time period allowed to deliver to and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that improvements on the Property encroach on the lands of another, such encroachments will constitute a title defect to be cured within the Curative Period. The parties agree to confirm any changes to the legal description set forth in Section 1 of this Contract as determined by survey.

7. Representations and Warranties of Seller. Other than matters set forth in this Contract and warranties expressly made in the closing documents or the special warranty deed, the Property is being sold "as-is" and Seller makes no representations or warranties concerning the status or state of the Property.

8. Closing. Closing of the transaction contemplated hereby shall occur at J. Steven Southwell, P.A. located at 502 W. Main St., Wauchula, FL 33873, unless otherwise agreed to by the parties. Subject to contingencies & extensions as set forth in this Contract, closing shall occur within one hundred fifty (150) days of the Effective Date. Seller has selected Steven Southwell, Esq. to serve as the closing agent for this transaction. Both parties agree to cooperate with the closing agent and, unless agreed otherwise or stated herein, closing procedure shall be in accordance with the norms for Lake County.

9. Considerations of Seller. At Closing, Seller shall execute and/or deliver to Purchaser a special warranty deed conveying the fee simple estate in the Property to Purchaser, free and clear of all mortgages, liens, and other encumbrances, except for Permitted Exceptions.

10. Considerations of Purchaser. At Closing, Purchaser shall pay to Seller the Purchase Price, less any Closing proration as hereinafter provided.

11. Defaults. In the event Seller breaches any warranty or representation contained in this Contract or fails to comply with or perform any of the covenants, agreements or obligations to be performed by Seller under the terms and provisions of this Contract, Purchaser, in Purchaser's sole discretion, shall be entitled to (i) exercise all rights in equity of specific performance, (ii) terminate the Contract, or (iii) to waive the default and proceed to the Closing. Seller shall have no liability for damages to the Purchaser unless the Seller shall willfully fail and refuse to close and Purchaser, being ready, willing, and able to close, and having waived all unfulfilled conditions, shall be unable to obtain the remedy of specific performance. In no event shall Purchaser be entitled to recover special, incidental or consequential damages. Upon any such termination all rights and obligations created hereunder shall be deemed null and void and of no further force or effect. In the event Purchaser fails to comply with or perform under the terms and provisions of this Contract, Seller's sole and exclusive remedy for any such default shall be, upon giving written notice to Purchaser and Escrow Agent as herein provided, to receive the Earnest Money from Escrow Agent as full liquidated damages, whereupon this Contract and all right and obligations created hereby shall automatically terminate and be null and void and of no further force or effect whatsoever. Purchaser and Seller acknowledge that it would be difficult or impossible to ascertain the actual damages suffered by Seller as a result of any default by Purchaser and agree that such liquidated damages are a reasonable estimate of such damages. Both parties acknowledge and agree that each was materially induced to enter into this Contract in reliance upon the other's agreement to limit their respective remedies in the event of default by the other party, and that neither party would have entered into this Contract but for the other's agreement to so limit such remedies.

12. Escrow Agent. Seller and Purchaser authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to

collection, disburse then in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to Seller and Purchaser, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the right of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleaders. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. In any suit in which Agent interpleads the escrowed items or is made a part because of action of Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

13. Cure Period. Prior to any claim for defaults being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have five (5) days after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

14. Taxes, Assessments and Closing Costs. Real Estate taxes, personal property taxes on any tangible property and association dues will be prorated through the day before closing. If the amount of current taxes cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Purchaser shall pay all assessments for municipal or other public improvements becoming a lien on the Property after the Closing and Seller shall pay all assessments becoming a lien prior thereto. Any tax or assessment proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill, and this provision will survive closing. Seller shall pay for all costs associated with the owner's policy premium and curing title defects. Purchaser shall pay the documentary stamp tax with respect to the conveyance of the Property and all costs in connection with financing the Property, if any, as well as any and all fees in connection with recordation of the special warranty deed. Seller will deliver to Closing Agent a resolution and any other evidence authorizing the sale as required by the title underwriter or local law.

15. Damage or Destruction; Condemnation. All risk of loss or damage to the Property shall remain with the Seller through and including the date of Closing, and all risk of loss or damage to the Property shall be with the Purchaser after Closing except as provided in any lease agreement for post-closing possession by Seller. If any of the Property shall suffer a loss by fire, flood, tornado, accident or other cause after the Effective Date and on or before the date of Closing, or if proceedings to take or condemn the whole or any part of the Property for public or quasi-public use under any statute or by the right of eminent domain are commenced or threatened prior to the date of the Closing, then Purchaser may, as its option, either consummate or not consummate the transaction contemplated hereby. If Purchaser elects to consummate such transaction, then all insurance proceeds payable in respect of such casualty and/or any and all damages or awards payable in respect of such taking or condemnation shall be paid to Purchaser. If Purchaser elects not to consummate such transaction, this Contract shall terminate and be of no further force and effect.

16. Expenses; Brokerage. Each party represents to the other that no agent or broker is owed a commission. Both the Seller and Purchaser represent to each other that there is no real estate broker involved in this transaction and neither has incurred or will incur any liability for brokerage fees or agent's commissions in connection with this contract. Accordingly, Purchaser and Seller each agree to indemnify and hold the other harmless from any and all claims for such.

17. Post-Closing Covenants.

- a. Architectural Review. Buyer agrees to submit architectural plans to Seller for the construction of vertical improvements upon the Property which will be visible from boundary of the Property prior to the commencement of any construction. Seller's approval shall be required prior to the commencement of construction which shall not be unreasonably withheld, but at a minimum the improvement on the property shall be screened by a wall of split face block or other textured masonry surface. Seller shall have 30 days to approve or deny the proposed architectural plans and absent any response from Seller the submitted plans shall be deemed approved.
- b. Construction Updates. Buyer shall keep Seller reasonably informed of the status of commencement of construction upon the Property. Upon commencement of construction Buyer shall provide weekly updates to Seller on the status of construction including specifically any impacts to utility service or access to Seller's adjacent property.
- c. The provisions of this Paragraph shall survive closing through the completion of the proposed lift-station construction.

18. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person or sent by registered or certified mail, postage prepaid, or via recognized overnight parcel service addressed as follows:

TO SELLER:

Concire, Inc.
38068 Daughtery Road
Zephyrhills, Florida 33540

with a copy to:

J. Steven Southwell, PA
P.O. Box 1748
Wauchula, Florida 33873

TO PURCHASER:

The City of Leesburg
Attn: Al Minner, City Manager
P.O. Box 490630
Leesburg, Florida 34749-0630

with a copy to:

Stone & Gerken, P.A.
Attn: Grant Watson
4850 N. Highway 19A
Mount Dora, Florida 32757

19. Construction, Jurisdiction, and Venue. This contract shall be construed according to the laws of the State of Florida. Venue for any action hereunder shall exclusively lie in a Florida state court of competent jurisdiction in Lake County, Florida.

20. Attorney's Fees. In the event either party shall be in default under this Contract, or if any dispute shall arise between the parties concerning the interpretation of this Contract, and if any action shall be brought in connection therewith in which it shall be finally (with no further appeal being available due to the expiration of appeal periods or otherwise) determined that either party was in default, or that the court agrees with one party's interpretation of the disputed provision of this Contract, the party determined by

the court to be in default, or with whose interpretation of this Contract the court does not agree, shall pay to the other party reasonable attorney's fees and litigation expenses incurred or paid by the other party in connection therewith.

21. Time. Time is of the essence of this Contract. When any time period specified herein falls or ends upon a Saturday, Sunday or legal holiday, the time period shall automatically extend to 5:00 p.m. on the next ensuing business day.

22. Counterparts. This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

23. Entire Agreement. This instrument constitutes the entire agreement between the parties and supersedes discussion, understandings and agreements between the parties relating to the subject matters of this Contract. No amendment hereto is effective unless made in writing and signed by both parties.

24. Effective Date. The Effective Date of this Agreement shall be the date upon which the last of Seller and Purchaser executes this Agreement.

EXECUTED as of the date first above written.

“SELLER”

CONCIRE, INC., a Florida corporation,

By: _____

Name: _____

Title: _____

Date: _____

“PURCHASER”

THE CITY OF LEESBURG, FLORIDA, a Florida
Municipal corporation

By: _____

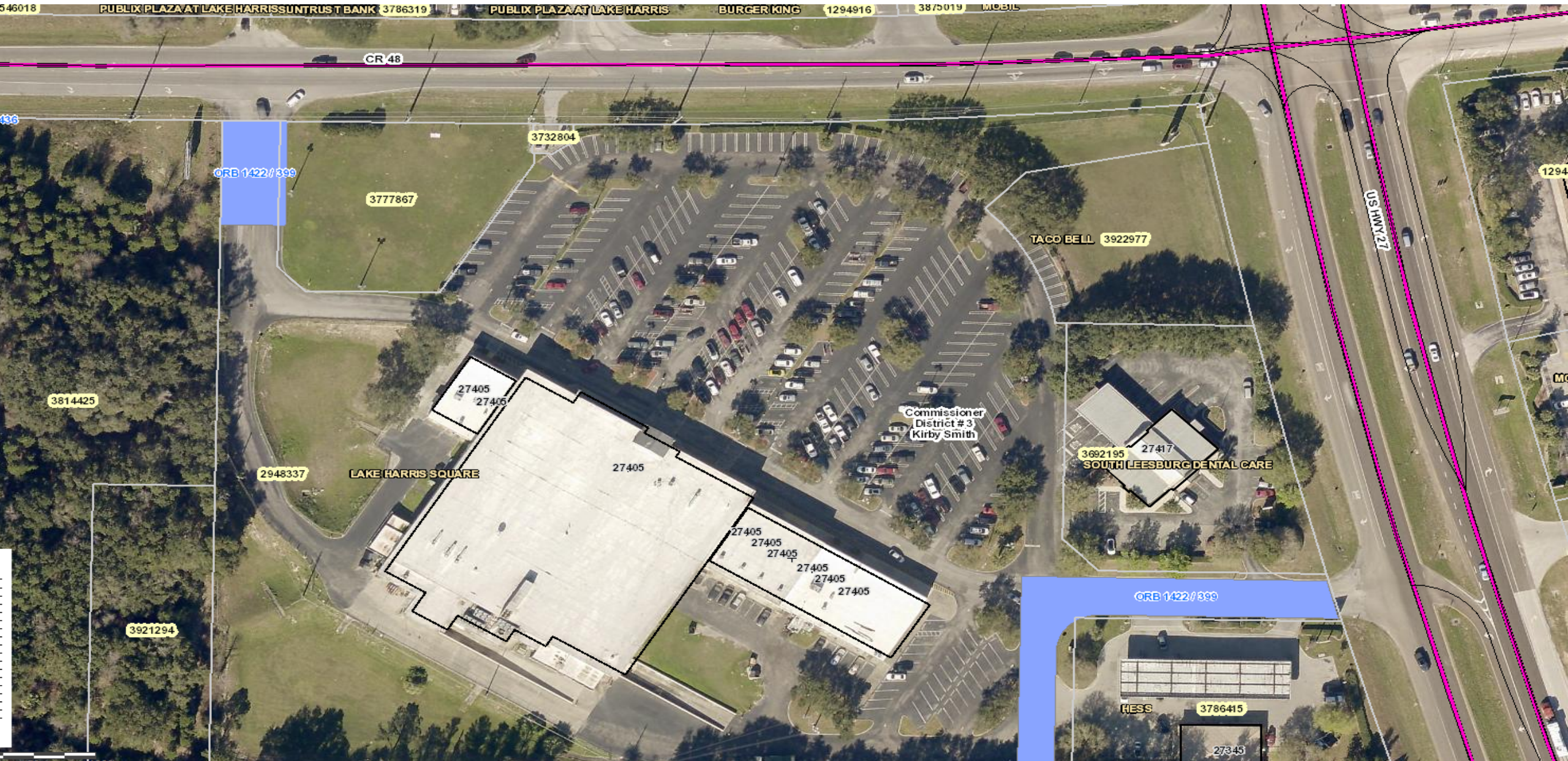
Mike Pederson, Mayor

Date: _____

Attest:

Andi Purvis, City Clerk

Aerial View of Lake Harris Square Shopping Center



Aerial View of Lift Station #72



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.7.

Meeting Date: July 25, 2022

From: Andi Purvis, (City Clerk)

Subject: 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. 42, Unit No. 43, Unit No. 44, Unit No. 45, and Unit No. 46 as described therein; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Right-of-way Deed from Village Community Development District No. 14, for the roadways described therein.

Analysis:

Village Community Development District No. 14 is granting a Right-of-way Deed to the City of Leesburg, Florida for dedicating all roadways located within Villages of West Lake Unit No. 42, Unit No. 43, Unit No. 44, Unit No. 45, and Unit No. 46, per the Plat recorded in Plat Book 77, Pages 86 through 99, inclusive, Public Records of Lake County, Florida.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA 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. 42, UNIT NO. 43, UNIT NO.
44, UNIT NO. 45, AND UNIT NO. 46 AS DESCRIBED THEREIN; AND
PROVIDING AN EFFECTIVE DATE.**

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

THAT the Right-of-Way Deed granted to the City of Leesburg by Village Community Development District No. 14, for all roadways located within Villages of West Lake Unit No. 42, Unit No. 43, Unit No. 44, Unit No. 45, and Unit No. 46, per the Plat recorded in Plat Book 77, Pages 86 through 99, inclusive, Public Records of Lake County, Florida, is hereby accepted.

THAT this resolution shall become effective immediately.

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

Mayor

ATTEST:

City Clerk

This instrument prepared by:

Erick D. Langenbrunner, Esq.
3619 Kiessel Road
The Villages, Florida 32163

RETURN TO:

City of Leesburg
501 West Meadow Street
Leesburg, Florida 34748

RIGHT-OF-WAY DEED

THIS INDENTURE, made effective this 14 day of July, 2022, by **VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14**, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, as amended, whose post office address is 984 Old Mill Run, The Villages, Florida 32162 ("Grantor"), to **THE CITY OF LEESBURG**, a Florida municipal corporation, whose post office address is 501 West Meadow Street, Leesburg, Florida 34748 ("Grantee").

(Wherever the context so admits or requires, the terms "Grantor" and "Grantee" are used for singular and plural, and respectively refer to the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to the Grantee, its successors or assigns forever, the following described land, situate, lying and being in Lake County, Florida, to wit:

All roadways located within **Villages of West Lake Unit No. 42**, per the Plat recorded in Plat Book 77, Pages 92 through 93, inclusive, Public Records of Lake County, Florida.

All roadways located within **Villages of West Lake Unit No. 43**, per the Plat recorded in Plat Book 77, Pages 94 through 95, inclusive, Public Records of Lake County, Florida.

All roadways located within **Villages of West Lake Unit No. 44**, per the Plat recorded in Plat Book 77, Pages 86 through 91, inclusive, Public Records of Lake County, Florida.

All roadways located within **Villages of West Lake Unit No. 45**, per the Plat recorded in Plat Book 77, Pages 96 through 97, inclusive, Public Records of Lake County, Florida.

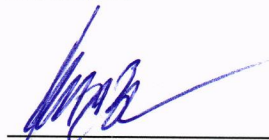
All roadways located within **Villages of West Lake Unit No. 46**, per the Plat recorded in Plat Book 77, Pages 98 through 99, inclusive, Public Records of Lake County, Florida.

Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whosoever, **reserving unto Grantor**, its successors and assigns, perpetual easements under and upon the unpaved areas of such roadways, including and not limited to islands and cul-de-sacs located within the roadways, if any.

GRANTEE, BY ACCEPTANCE OF THIS RIGHT-OF-WAY DEED, AGREES TO PERPETUALLY MAINTAIN THESE ROADWAYS BEGINNING ON THE DATE THAT IS TWO (2) YEARS AFTER THE DATE THAT THE CITY OF LEESBURG ENGINEER HAS CERTIFIED THAT CONSTRUCTION OF SUCH ROADWAYS HAS BEEN COMPLETED.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

ATTEST:



Kenneth C. Blocker, District Manager

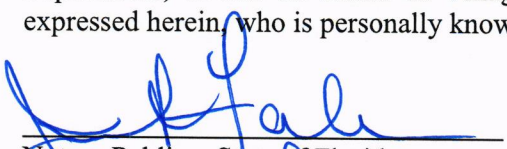
**VILLAGE COMMUNITY DEVELOPMENT
DISTRICT NO. 14**



C. Dale Borrowman, Chair, Board of Supervisors

**STATE OF FLORIDA
COUNTY OF SUMTER**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 14 day of July, 2022, by C. Dale Borrowman, as Chair, Board of Supervisors, of and on behalf of Village Community Development District No. 14, for the purposes expressed herein, who is personally known to me.

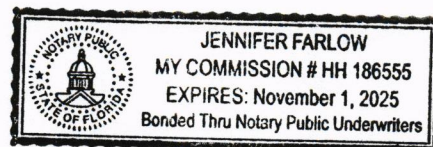


Notary Public - State of Florida

Print Name: Jennifer Farlow

Commission Number: 4186555

Commission Expires: 11/1/25



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.8.

Meeting Date: July 25, 2022

From: Andi Purvis, (City Clerk)

Subject: 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. 40, Unit No. 41, Unit No. 50, Unit No. 51, Unit No. 52, Unit No. 53, and Unit No. 54 as described therein; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Right-of-way Deed from Village Community Development District No. 14, for the roadways described therein.

Analysis:

Village Community Development District No. 14 is granting a Right-of-way Deed to the City of Leesburg, Florida for dedicating all roadways located within Villages of West Lake Unit No. 40, Unit No. 41, Unit No. 50, Unit No. 51, Unit No. 52, Unit No. 53, and Unit No. 54, per the Plat recorded in Plat Book 77, Pages 54 through 80, inclusive, Public Records of Lake County, Florida.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA 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. 40, UNIT NO. 41, UNIT NO. 50, UNIT NO. 51, UNIT NO. 52, UNIT NO. 53, AND UNIT NO. 54 AS DESCRIBED THEREIN; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Right-of-way Deed granted to the City of Leesburg by Village Community Development District No. 14, for all roadways located within Villages of West Lake Unit No. 40, Unit No. 41, Unit No. 50, Unit No. 51, Unit No. 52, Unit No. 53, and Unit No. 54, per the Plat recorded in Plat Book 77, Pages 77 through 80, inclusive, Public Records of Lake County, Florida is hereby accepted.

THAT this resolution shall become effective immediately.

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

Mayor

ATTEST:

City Clerk

This instrument prepared by:

Erick D. Langenbrunner, Esq.
3619 Kiessel Road
The Villages, Florida 32163

RETURN TO:

City of Leesburg
501 West Meadow Street
Leesburg, Florida 34748

RIGHT-OF-WAY DEED

THIS INDENTURE, made effective this 7th day of July, 2022, by **VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14**, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, as amended, whose post office address is 984 Old Mill Run, The Villages, Florida 32162 ("Grantor"), to **THE CITY OF LEESBURG**, a Florida municipal corporation, whose post office address is 501 West Meadow Street, Leesburg, Florida 34748 ("Grantee").

(Wherever the context so admits or requires, the terms "Grantor" and "Grantee" are used for singular and plural, and respectively refer to the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to the Grantee, its successors or assigns forever, the following described land, situate, lying and being in Lake County, Florida, to wit:

All roadways located within **Villages of West Lake Unit No. 40**, per the Plat recorded in Plat Book 77, Pages 54 through 57, inclusive, Public Records of Lake County, Florida.

All roadways located within **Villages of West Lake Unit No. 41**, per the Plat recorded in Plat Book 77, Pages 58 through 63, inclusive, Public Records of Lake County, Florida.

All roadways located within **Villages of West Lake Unit No. 50**, per the Plat recorded in Plat Book 77, Pages 64 through 65, inclusive, Public Records of Lake County, Florida.

All roadways located within **Villages of West Lake Unit No. 51**, per the Plat recorded in Plat Book 77, Pages 66 through 72, inclusive, Public Records of Lake County, Florida.

All roadways located within **Villages of West Lake Unit No. 52**, per the Plat recorded in Plat Book 77, Pages 73 through 74, inclusive, Public Records of Lake County, Florida.

All roadways located within **Villages of West Lake Unit No. 53**, per the Plat recorded in Plat Book 77, Pages 75 through 76, inclusive, Public Records of Lake County, Florida.

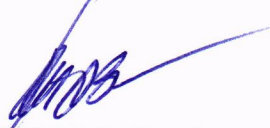
All roadways located within **Villages of West Lake Unit No. 54**, per the Plat recorded in Plat Book 77, Pages 77 through 80, inclusive, Public Records of Lake County, Florida.

Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whosoever, **reserving unto Grantor**, its successors and assigns, perpetual easements under and upon the unpaved areas of such roadways, including and not limited to islands and cul-de-sacs located within the roadways, if any.

GRANTEE, BY ACCEPTANCE OF THIS RIGHT-OF-WAY DEED, AGREES TO PERPETUALLY MAINTAIN THESE ROADWAYS BEGINNING ON THE DATE THAT IS TWO (2) YEARS AFTER THE DATE THAT THE CITY OF LEESBURG ENGINEER HAS CERTIFIED THAT CONSTRUCTION OF SUCH ROADWAYS HAS BEEN COMPLETED.

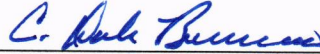
IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

ATTEST:



Kenneth C. Blocker, District Manager

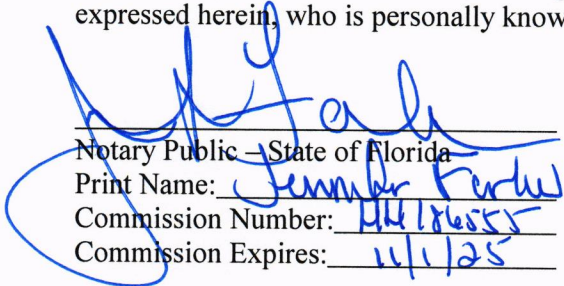
**VILLAGE COMMUNITY DEVELOPMENT
DISTRICT NO. 14**



C. Dale Borrowman, Chair, Board of Supervisors

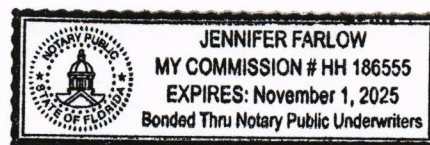
**STATE OF FLORIDA
COUNTY OF SUMTER**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 7th day of July, 2022, by C. Dale Borrowman, as Chair, Board of Supervisors, of and on behalf of Village Community Development District No. 14, for the purposes expressed herein, who is personally known to me.



Notary Public – State of Florida

Print Name: Jennifer Farlow
Commission Number: HH186555
Commission Expires: 11/1/25



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: July 25, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: **WITHDRAWN BY APPLICANT**

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.

ORDINANCE NO. _____

WITHDRAWN BY APPLICANT

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

Andi Purvis

From: Dan Miller
Sent: Friday, July 1, 2022 9:08 AM
To: Andi Purvis
Cc: Anna Rottermond
Subject: FW: School View project

Below is the email we received yesterday.

Thanks!

Dan

From: Tim Burns <T2burns@outlook.com>
Sent: Thursday, June 30, 2022 1:11 PM
To: Dan Miller <Dan.Miller@leesburgflorida.gov>
Cc: Fernanda Jones <cdgi2001@yahoo.com>; Kandi Harper <Kandi.Harper@leesburgflorida.gov>
Subject: RE: School View project

Dan,

Right now, we have decided not to go through the Annexation. We are still exploring our options with the County, and may just go through the approval process with them since the zoning is appropriate.

We will reach out when we come to a conclusion that we could use to build the community.

Thanks to you and Kandi for all of your help.

Regards,
Tim

From: Dan Miller <Dan.Miller@leesburgflorida.gov>
Sent: Monday, June 27, 2022 9:48 AM
To: Tim Burns <T2burns@outlook.com>
Subject: RE: School View project

Thanks Tim. I will contact you later this week to discuss.
Sincerely,

Dan Miller
Planning & Zoning Director
Leesburg, Florida
204 North Fifth Street
Leesburg, Florida 34748
(352)728-9786 ext. 1710



From: Tim Burns <T2burns@outlook.com>
Sent: Monday, June 27, 2022 9:38 AM
To: Dan Miller <Dan.Miller@leesburgflorida.gov>
Cc: Kandi Harper <Kandi.Harper@leesburgflorida.gov>; Fernanda Jones <cdgi2001@yahoo.com>
Subject: RE: School View project

EXTERNAL EMAIL - USE CAUTION

Dan,

Thank you for reaching out. Since the last meeting, we have been reviewing the project from a variety of angles.

I appreciate your taking the item off the agenda, and will contact you when we have a solid plan of attack to present to you and City Manager Minner.

Regards,
Tim

From: Dan Miller <Dan.Miller@leesburgflorida.gov>
Sent: Monday, June 27, 2022 9:17 AM
To: T2burns@outlook.com
Cc: Kandi Harper <Kandi.Harper@leesburgflorida.gov>
Subject: School View project

Tim:
The School View project is on the City Commission agenda for 2nd reading tonight. Last week the City Manager advised me that he would like to meet with you to discuss this project prior to moving forward, and asked me to contact you to set up a meeting with him. The concerns from the last reading remain, including parking and density. Thus, the project will be postponed at tonight's meeting to allow time for this discussion.

Could you please contact me at your earliest convenience so we can schedule this meeting? I will follow this email with a call.

Thanks!

Dan Miller
Planning & Zoning Director
Leesburg, Florida
204 North Fifth Street
Leesburg, Florida 34748
(352)728-9786 ext. 1710



EXHIBIT A

2129 School View Street

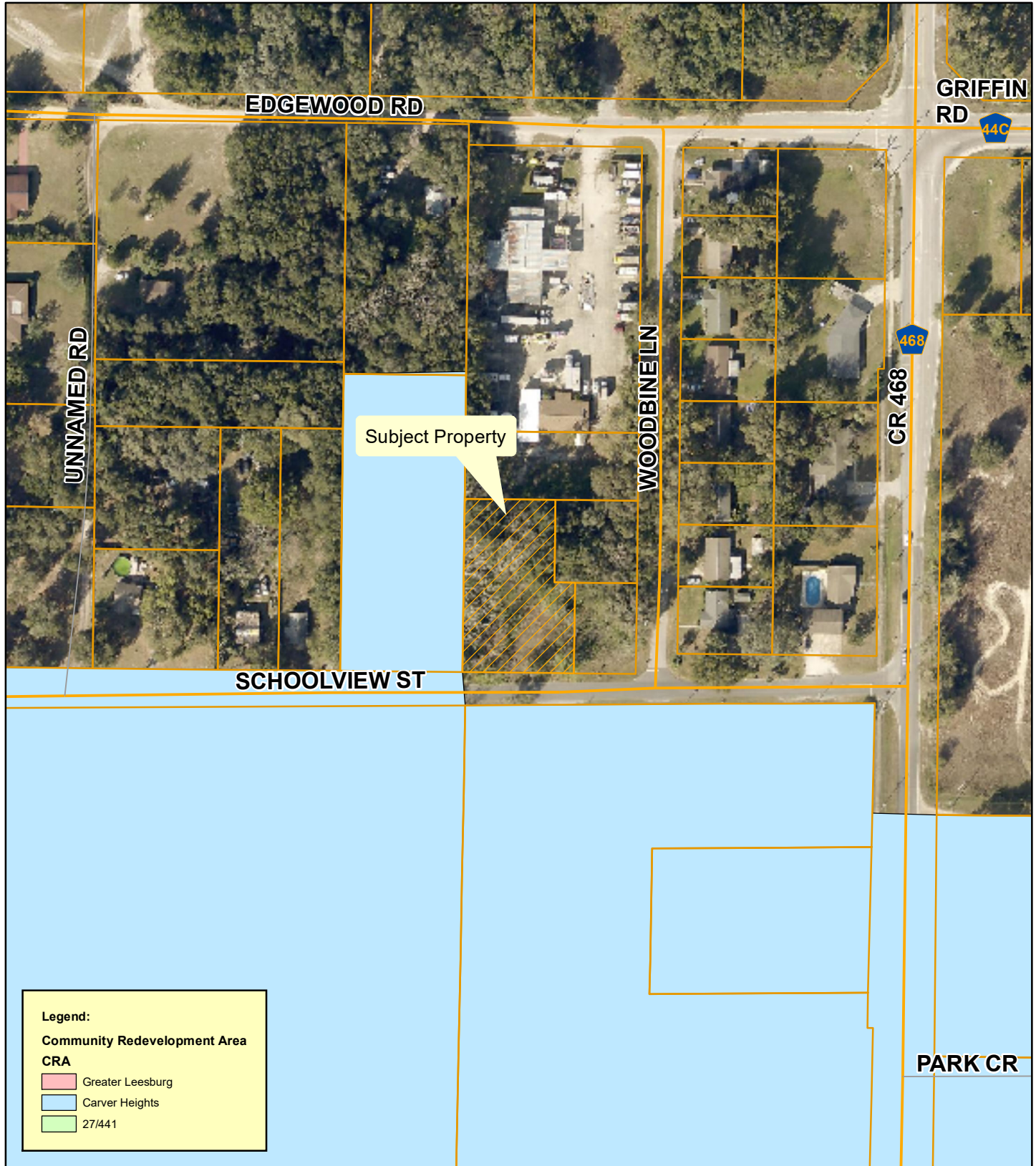
LEGAL DESCRIPTION

School View Properties, LLC.

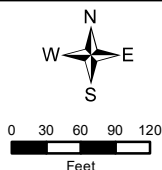
The West 110 feet of East 210 feet of South 210 feet of the Southwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4; AND the West 25 feet of the East 100 feet of the South 110 feet of the Southwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 21, Township 19 South, Range 24 East, Lake County, Florida.

Parcel Identification Number: 21-19-24-00020005100

Community Redevelopment Area

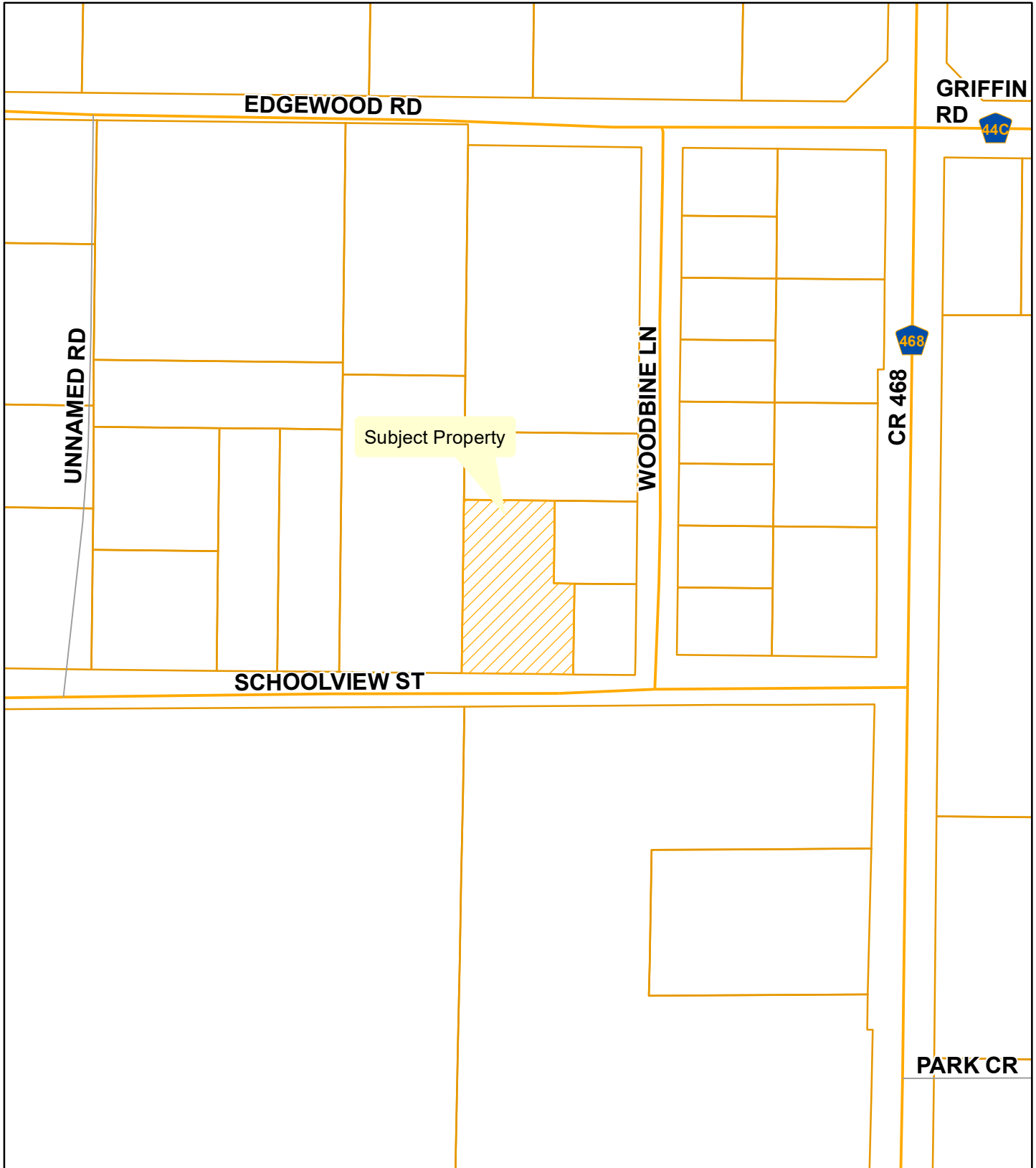


**Planning
& Zoning
Division**

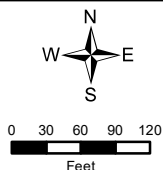


Schoolview Properties, LLC
Schoolview Court, 2129 Schoolview Avenue
AK#: 1756065
Section 21, Township 19 South, Range 24 East
January 27, 2022

Locator

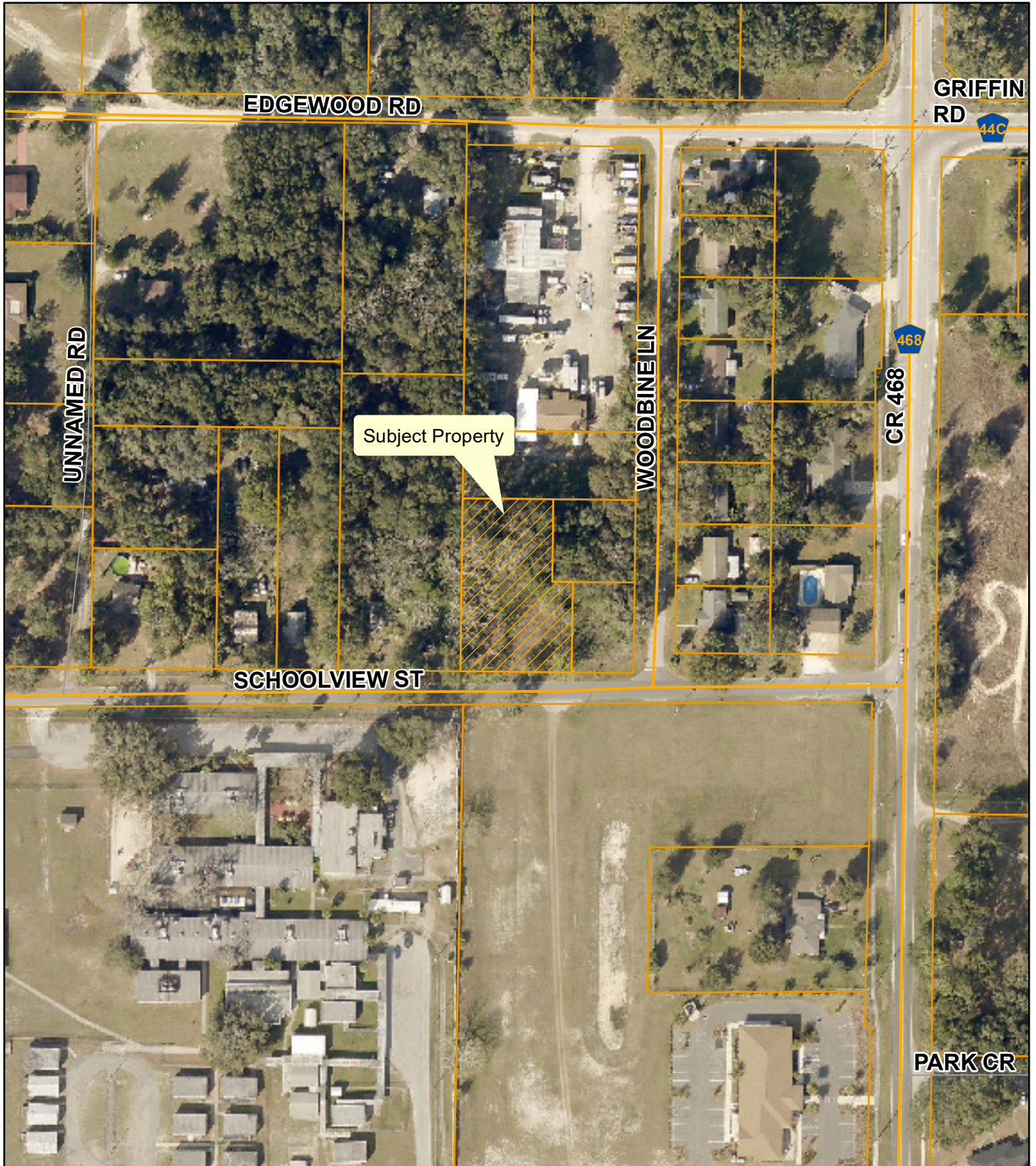


**Planning
& Zoning
Division**

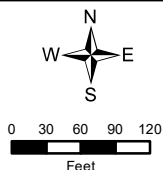


Schoolview Properties, LLC
Schoolview Court, 2129 Schoolview Avenue
AK#: 1756065
Section 21, Township 19 South, Range 24 East
February 9, 2022

Aerial

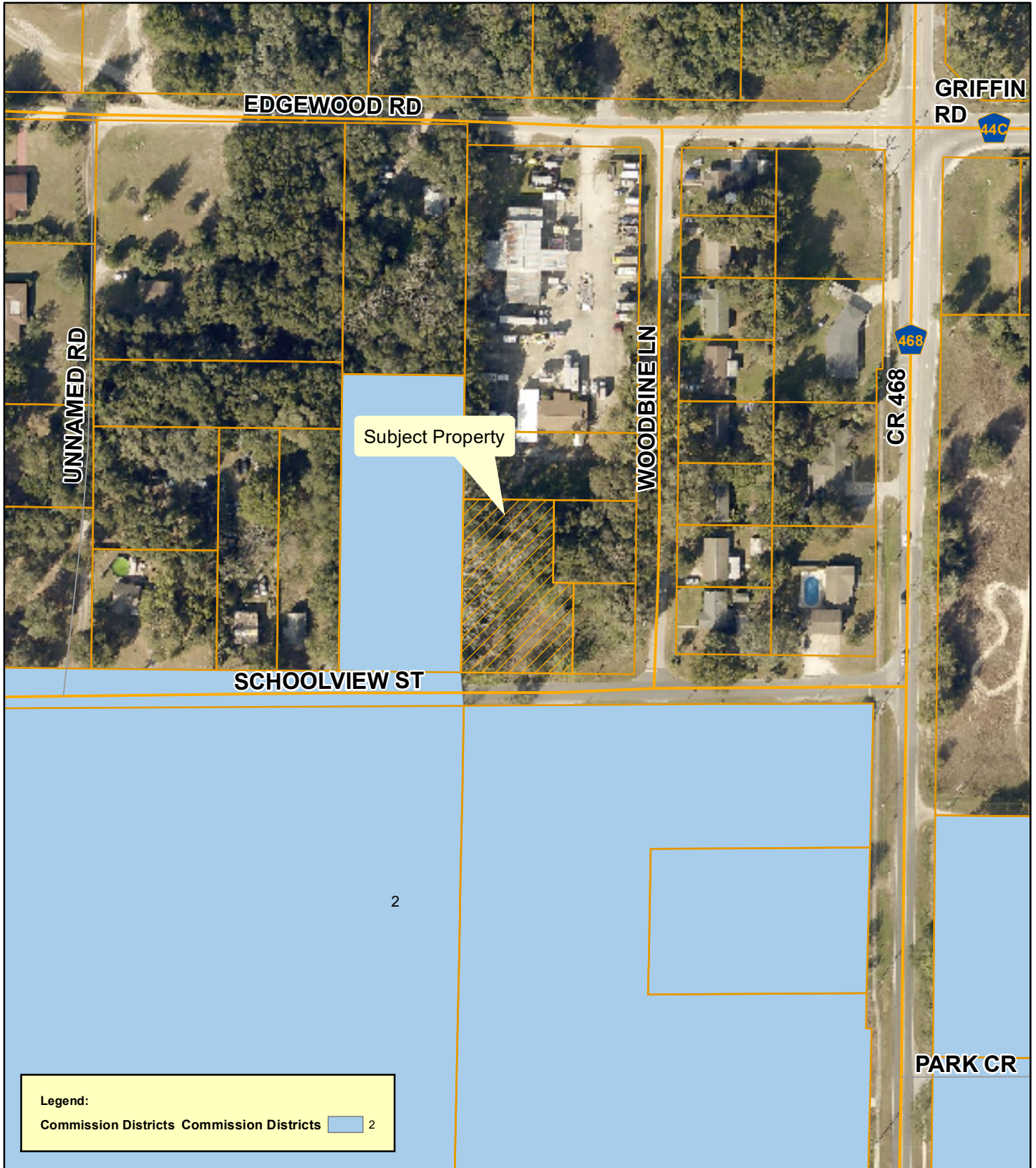


**Planning
& Zoning
Division**

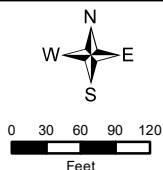


Schoolview Properties, LLC
Schoolview Court, 2129 Schoolview Avenue
AK#: 1756065
Section 21, Township 19 South, Range 24 East
January 27, 2022

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: July 25, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: **WITHDRAWN BY APPLICANT**

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.

ORDINANCE NO. _____

WITHDRAWN BY APPLICANT

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: July 25, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: **WITHDRAWN BY APPLICANT**

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.

ORDINANCE NO. _____

WITHDRAWN BY APPLICANT

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.

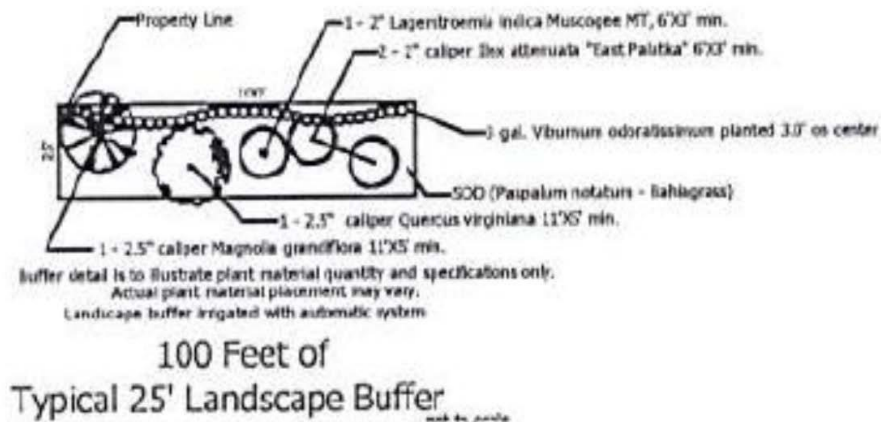
6. LANDSCAPING & BUFFER REQUIREMENTS:

- 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

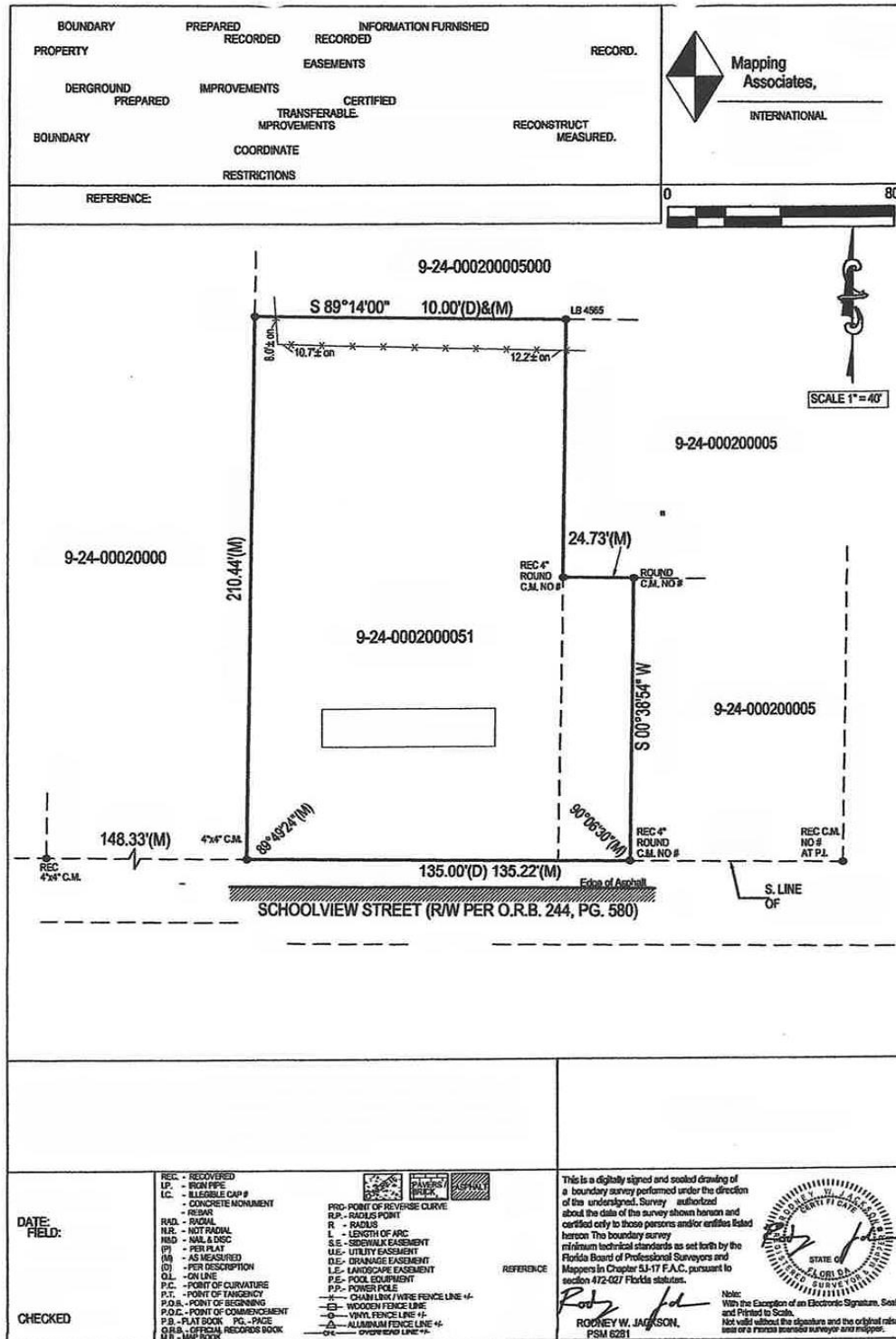
2129 School View Street

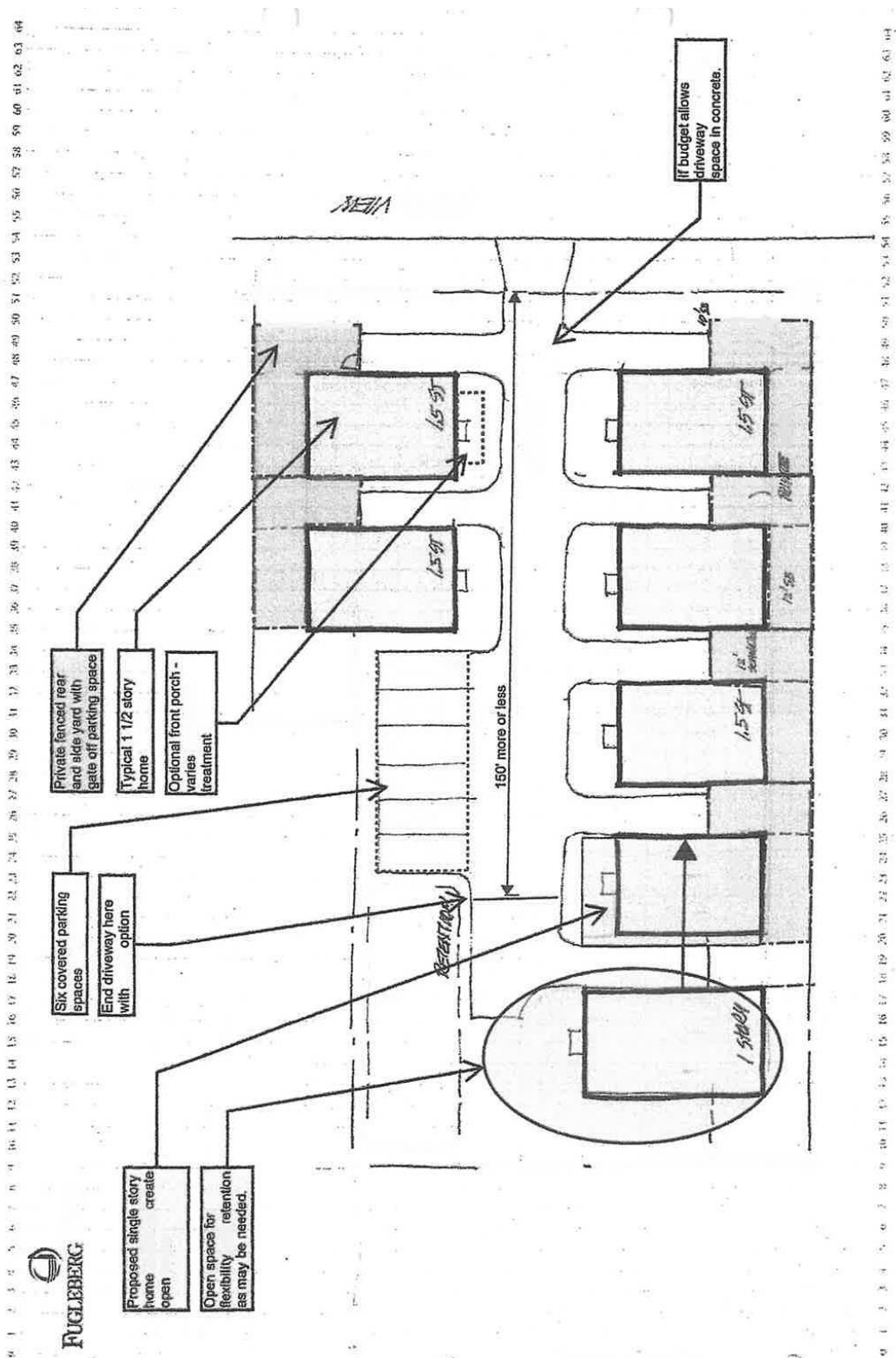
LEGAL DESCRIPTION

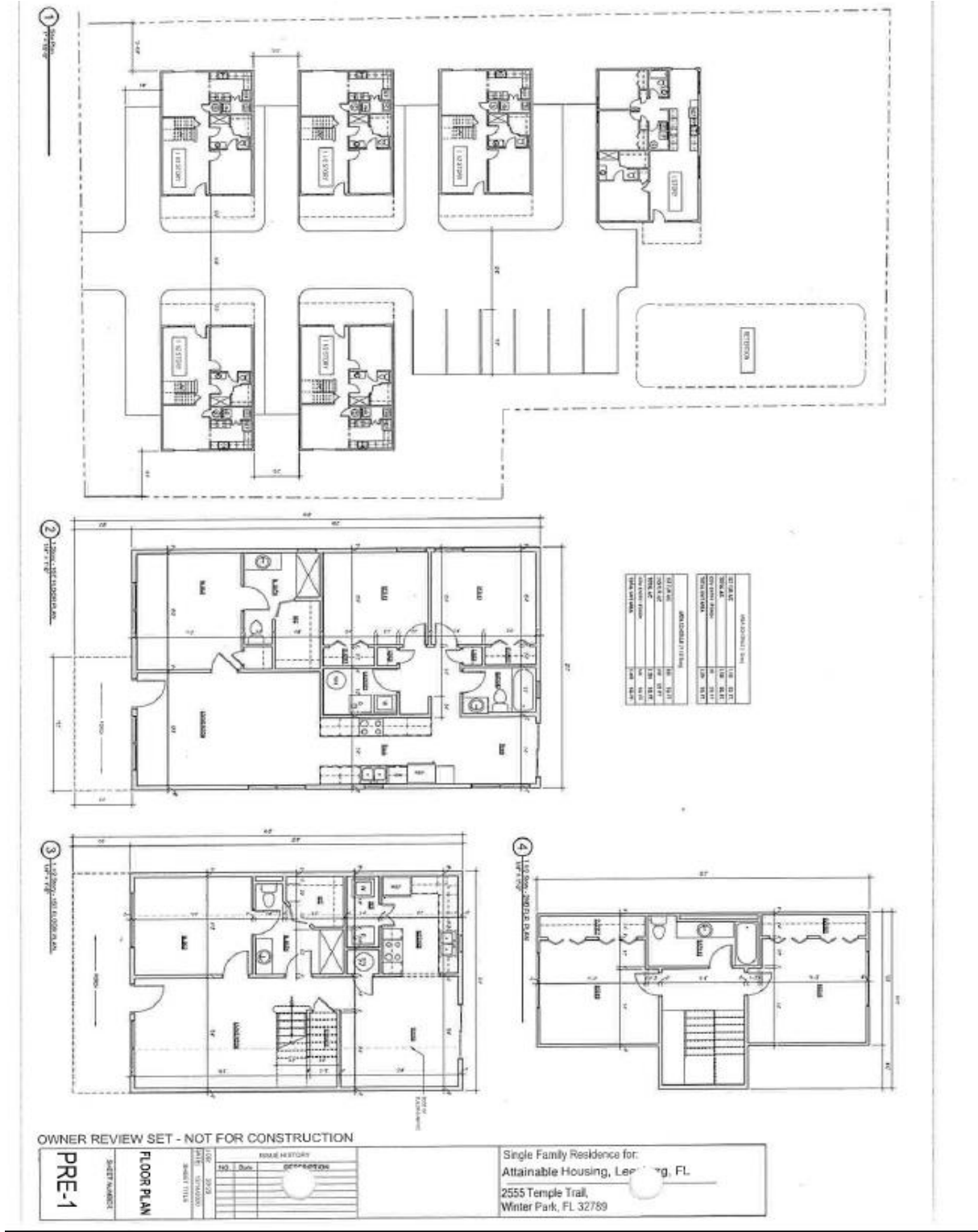
School View Properties. LLC

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









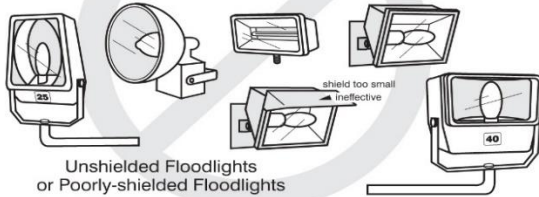


ELEVATION OPTION B

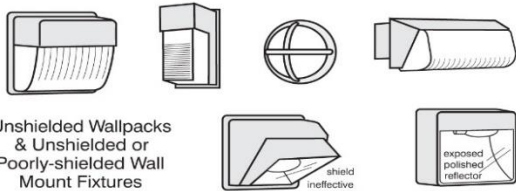
Examples of Acceptable / Unacceptable Lighting Fixtures

Unacceptable / Discouraged

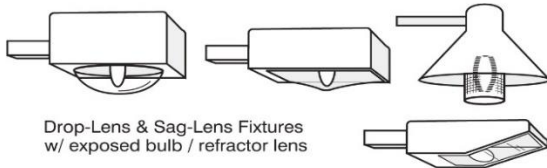
Fixtures that produce glare and light trespass



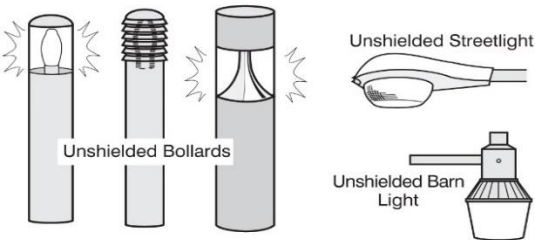
Unshielded Floodlights or Poorly-shielded Floodlights



Unshielded Wallpacks & Unshielded or Poorly-shielded Wall Mount Fixtures



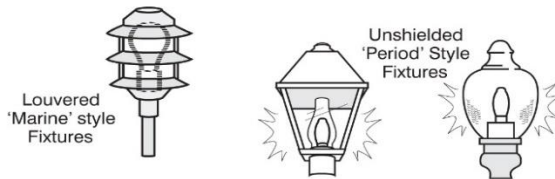
Drop-Lens & Sag-Lens Fixtures w/ exposed bulb / refractor lens



Unshielded Bollards

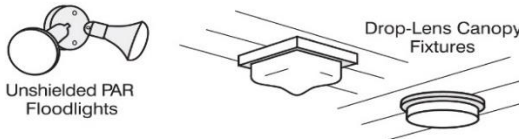
Unshielded Streetlight

Unshielded Barn Light



Louvered 'Marine' style Fixtures

Unshielded 'Period' Style Fixtures

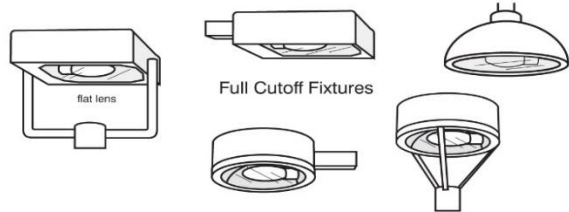


Unshielded PAR Floodlights

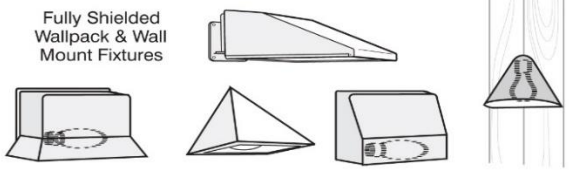
Drop-Lens Canopy Fixtures

Acceptable

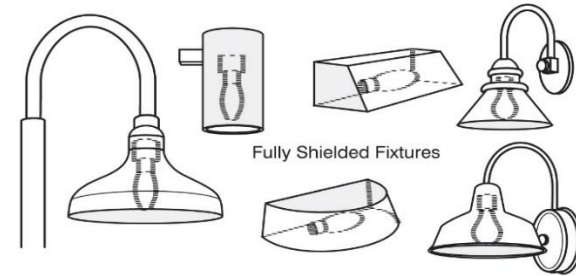
Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night



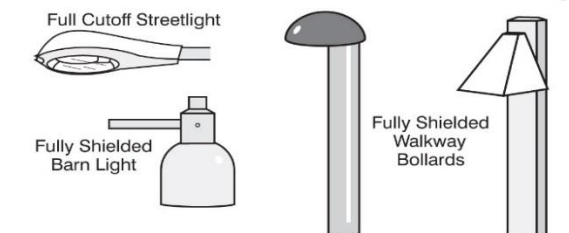
Full Cutoff Fixtures



Fully Shielded Wallpack & Wall Mount Fixtures



Fully Shielded Fixtures



Full Cutoff Streetlight

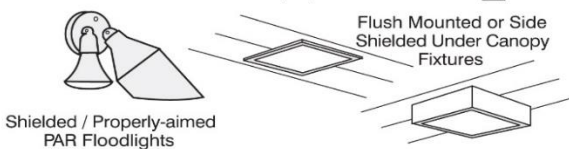
Fully Shielded Barn Light

Fully Shielded Walkway Bollards



Fully Shielded Decorative Fixtures

Fully Shielded 'Period' Style Fixtures



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.

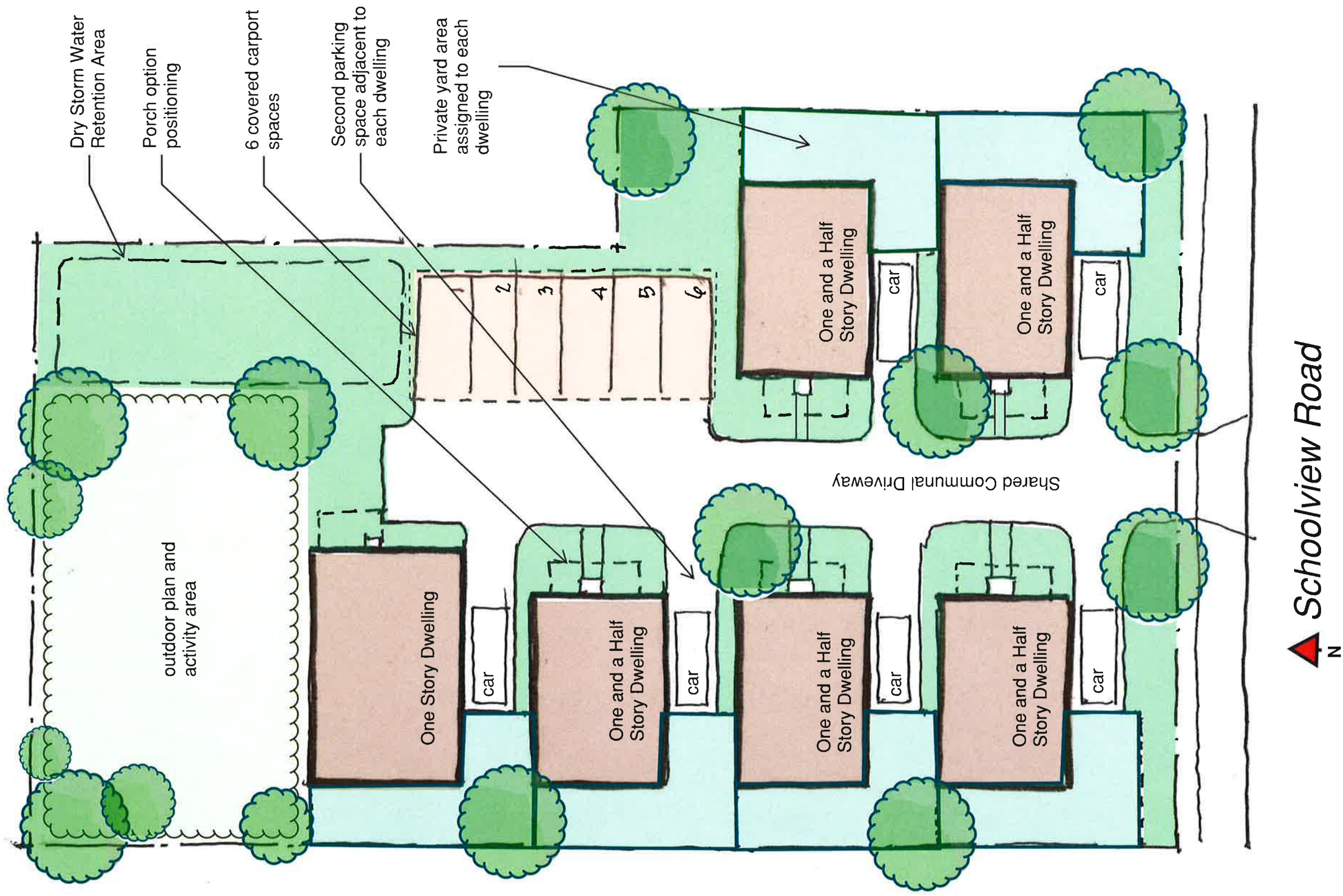
While each pad is leased it does not affect the fee interest in the dwelling, its ability to be homestead, or its property tax liability should one occur.

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

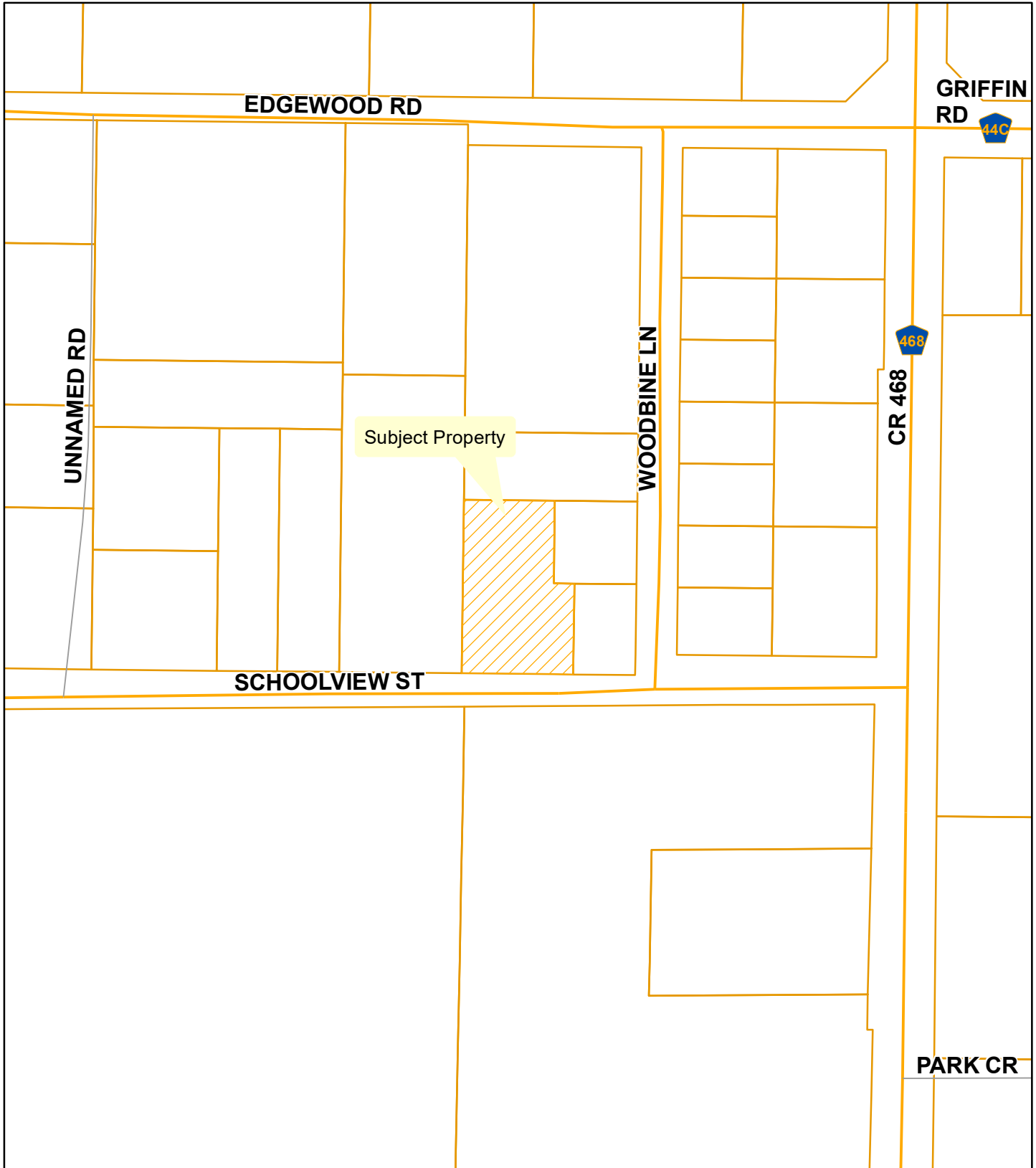
No comment

Notice of Appearance filed:

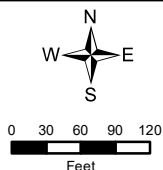
PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Locator

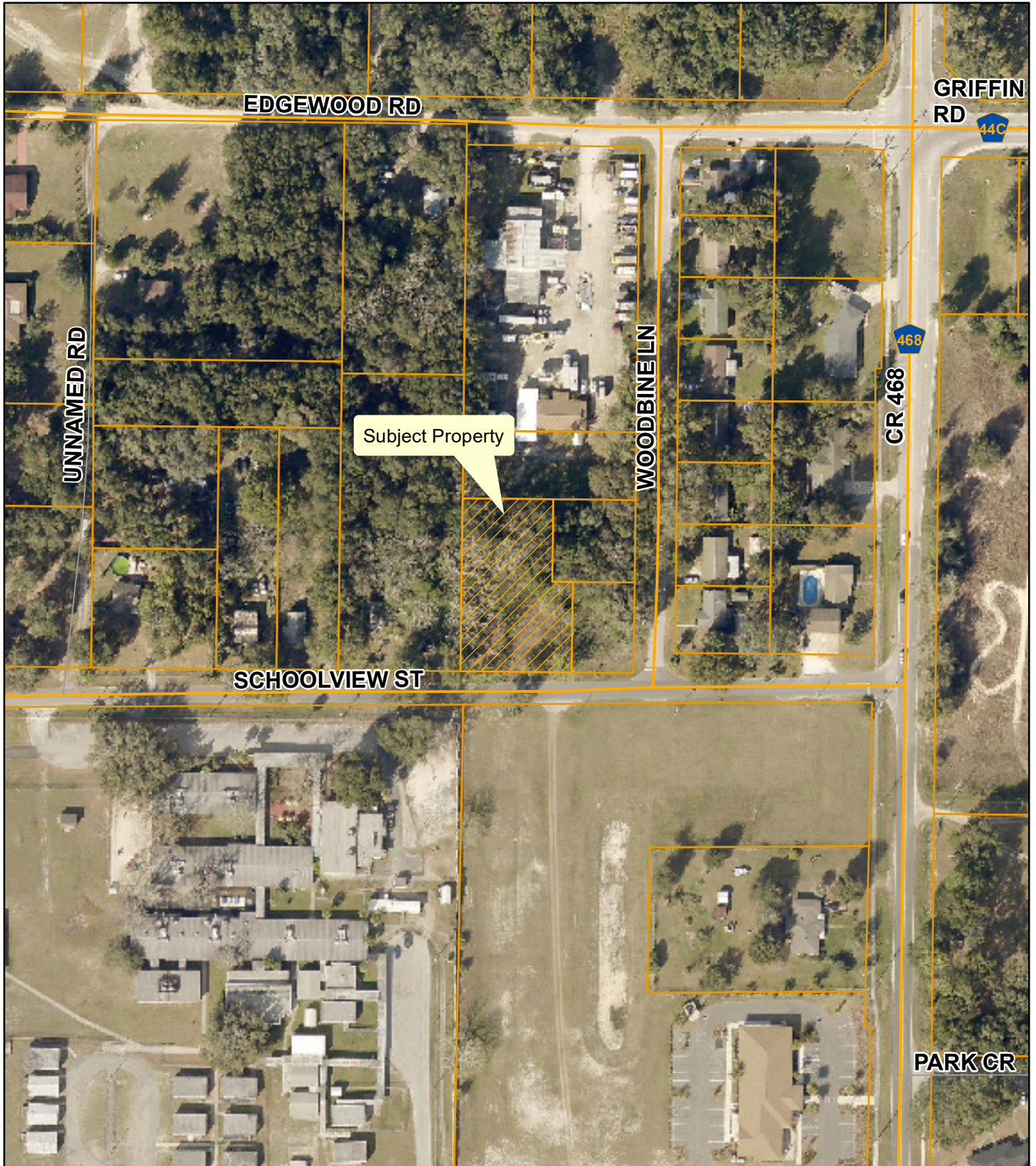


**Planning
& Zoning
Division**

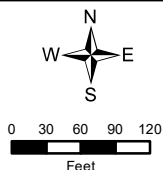


Schoolview Properties, LLC
Schoolview Court, 2129 Schoolview Avenue
AK#: 1756065
Section 21, Township 19 South, Range 24 East
February 9, 2022

Aerial

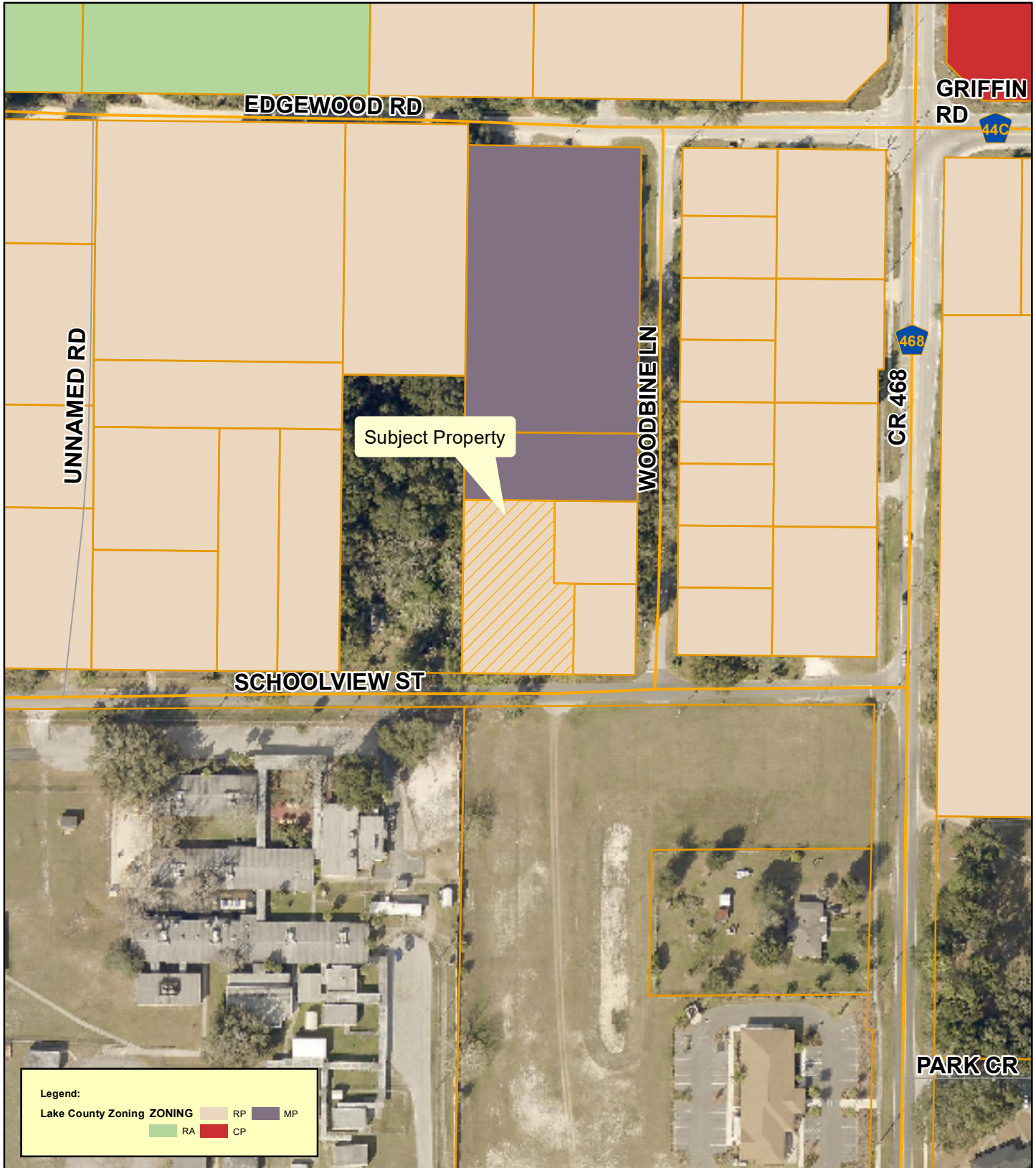


**Planning
& Zoning
Division**

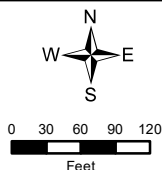


Schoolview Properties, LLC
Schoolview Court, 2129 Schoolview Avenue
AK#: 1756065
Section 21, Township 19 South, Range 24 East
January 27, 2022

Lake County Zoning

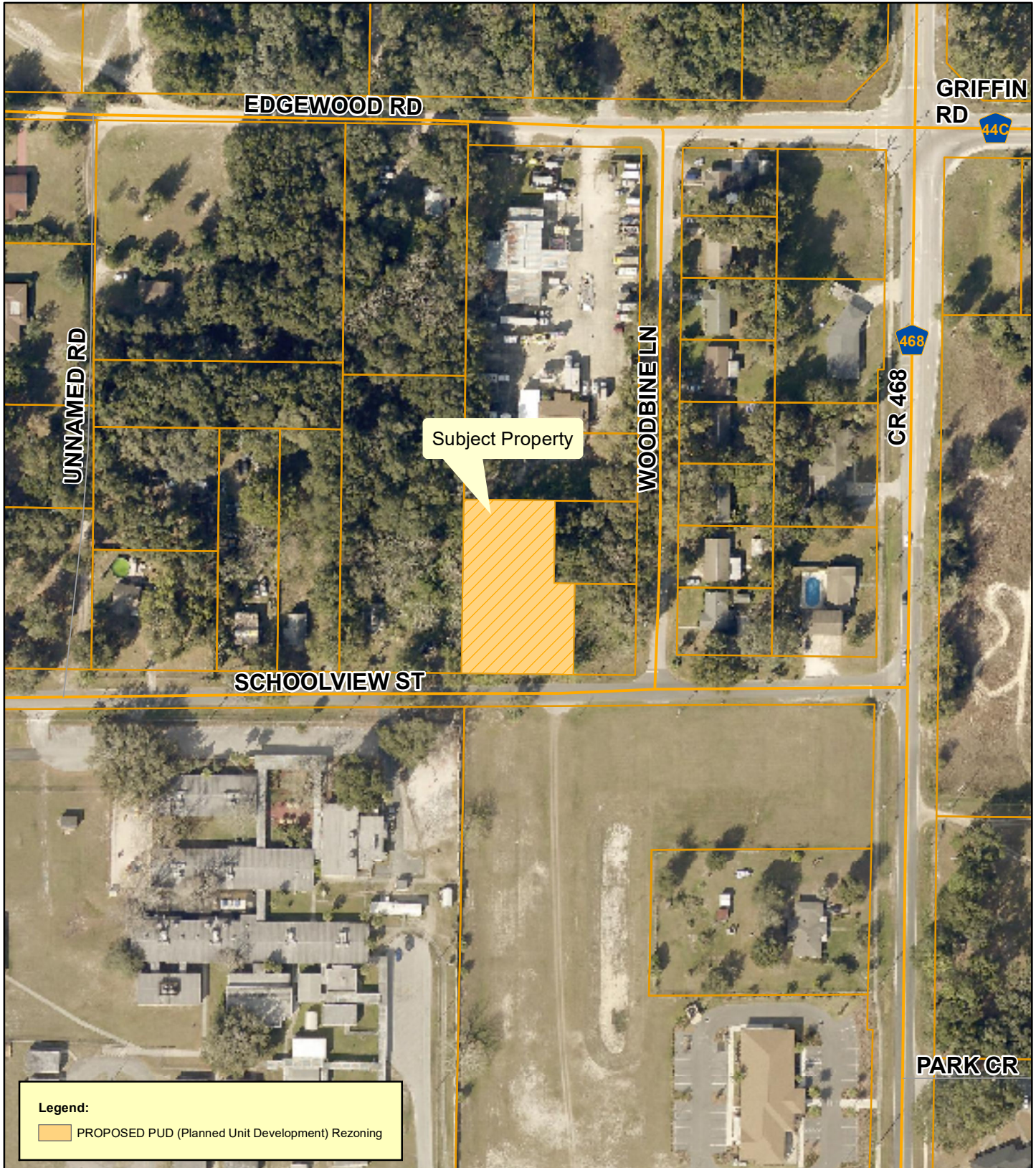


**Planning
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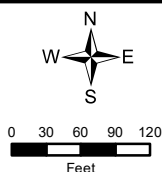


Schoolview Properties, LLC
 Schoolview Court, 2129 Schoolview Avenue
 AK#: 1756065
 Section 21, Township 19 South, Range 24 East
 January 27, 2022

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.B.1.

Meeting Date: July 25, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida modifying the existing zoning of PUD (Planned Unit Development) on approximately 214.84 acres, for a property generally located east and west of U.S. Highway 27 and north of Florida's Turnpike, as legally described in Section 01, Township 21 South, Range 24 East, and Section 06, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (Lyden-Nicholson)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to modify the existing zoning of PUD (Planned Unit Development) on the Lyden-Nicholson property.

Analysis:

The project site is approximately 214.84 +/- acres, and is generally located east and west of U.S. Highway 27 and north of Florida's Turnpike as shown on the attached maps. At this time, the property is undeveloped acreage. The proposal will decrease density to 3.34 DU/acre and include the following: 292 single-family detached lots, 138 single-family lots, 288 multi-family units, and 164,000 square feet of commercial property. The existing land uses surrounding the property are residential, timber, pasture, public lands, and wetlands. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on June 23, 2022 and recommended approval by a vote of 6-0.

Procurement Analysis:

N/A

Options:

1. Approve the proposed modification of the existing zoning of PUD (Planned Unit Development) on the Lyden Nicholson property; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development of this site will create a substantial positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA MODIFYING THE EXISTING ZONING OF PUD (PLANNED UNIT DEVELOPMENT) ON APPROXIMATELY 214.84 ACRES, FOR A PROPERTY GENERALLY LOCATED EAST AND WEST OF U.S. HIGHWAY 27 AND NORTH OF FLORIDA'S TURNPIKE, AS LEGALLY DESCRIBED IN SECTION 01, TOWNSHIP 21 SOUTH, RANGE 24 EAST, AND SECTION 06, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (LYDEN-NICHOLSON)

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

Section 1.

Based upon the petition of Tara Tedrow for Lowndes Law 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, does hereby have their existing zoning of City of Leesburg PUD (Planned Unit Development) modified to decrease density to 3.34 DU/acre, 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

Legal Description for the Lyden-Nicholson Property

PARCEL "1": (AK#1701384 and AK#1296773 West of Hwy 27)

THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 LYING WEST OF THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27 (STATE ROAD 8-A, PROJECT 5323) AND LYING NORTH OF THE NORTH RIGHT-OF-WAY LINE OF BRIDGES ROAD;

AND

THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 LYING NORTH OF THE NORTHERLY RIGHT-OF-WAY LINE OF BRIDGES ROAD;

AND

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 LYING NORTH OF THE NORTHERLY RIGHT-OF-WAY LINE OF BRIDGES ROAD ALL LYING IN SECTION 1, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA;

AND

BEGIN AT THE INTERSECTION OF THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF BRIDGES ROAD AND RUN S.71°32'46"W. ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF BRIDGES ROAD A DISTANCE OF 66.25 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE; THENCE N.42°34'17"W. ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE, 250.00 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY WATER'S EDGE OF LAKE, SAID POINT HEREBY DESIGNATED AS POINT "A"; RETURN TO THE POINT OF BEGINNING AND RUN N.00°30'47"E. ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE AFOREMENTIONED SECTION 1, A DISTANCE OF 325.44 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 1; THENCE S.89°23'11"E. ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 A DISTANCE OF 255.00 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY WATER'S EDGE OF LAKE; THENCE NORTHERLY, WESTERLY, SOUTHWESTERLY, AND WESTERLY ALONG AND WITH SAID WATER'S OF LAKE TO INTERSECT THE AFOREMENTIONED POINT "A".

PARCEL "2": (AK#1296773 East of Hwy 27 and AK#1210283)

THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4;

AND

THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LYING EAST OF THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27 (STATE ROAD 8-A, PROJECT 5323);

AND

THAT PART OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 25 EAST, AND RUN S.89°48'41"E. ALONG THE NORTH LINE OF THE SOUTHWEST 1/4, A DISTANCE OF 157.00 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY WATER'S EDGE OF FISHHOOK LAKE; THENCE SOUTHEASTERLY, SOUTHERLY, AND SOUTHWESTERLY ALONG AND WITH SAID WESTERLY WATER'S EDGE OF FISHHOOK LAKE TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE AFOREMENTIONED SECTION 6;

THENCE N.00°33'49"E. ALONG THE WEST LINE OF THE SOUTHWEST 1/4 TO THE POINT OF BEGINNING.

PARCEL "3": (AK#3801754)

THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 LYING WEST OF THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27 (STATE ROAD 8-A, PROJECT 5323) AND SOUTH OF BRIDGES ROAD;

AND

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 LYING SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF BRIDGES ROAD AND EAST OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE ALL LYING IN SECTION 1, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA;

AND

THE NORTH 25.00 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA.

PARCEL "4": (AK#1035546)

THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LESS AND EXCEPT THE RIGHT-OF-WAY OF U.S. HIGHWAY NO. 27, AND ALSO LESS AND EXCEPT THE RIGHT-OF-WAY OF THE COUNTY ROAD ALONG THE NORTH PORTION OF THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 1, WHICH LIES EAST OF HIGHWAY 27 IN LAKE COUNTY, FLORIDA, AND ALSO LESS AND EXCEPT THE NORTH 51 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 1 LYING WEST OF U.S. HIGHWAY NO. 27.

ALL THE ABOVE IS SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD, IF ANY.

~ End of Legal Description ~



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

DATE: June 23, 2022
OWNER: Lyden Holdings Two, LLC and Lyden Properties, LLC
PETITIONER: Lowndes, Drosdick, Doster, Kantor & Reed, P.A.; ATTN: Tara Tedrow, Esquire
PROJECT: Lyden Nicholson PUD Amendment
REQUEST: Amendment to existing PUD (Planned Unit Development)
CASE NO.: PUD-22-215

THE PLANNING & ZONING DIVISION RECOMMENDS:

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

1. The proposed request is compatible with the current surrounding zoning districts of Lake County RP (Residential Professional), Lake County PUD (Planned Unit Development), Lake County A (Agriculture), and Lake County RP (Residential Professional). As conditioned, the proposed use does not appear to be detrimental to surrounding properties.
2. The proposed zoning district of PUD (Planned Unit Development) as conditioned and shown in the attached "Exhibit A" is compatible with the existing City Future Land Use designation of Low Density Residential.
3. The rezoning of the subject properties is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, and Objective 1.6.

Action Requested:

1. Vote to approve staff's recommendation to rezone the subject property from City of Leesburg PUD (Planned Unit Development) to City of Leesburg PUD (Planned Unit Development) with amended conditions and forward the recommendation to the City Commission for consideration.

LYDEN NICHOLSON PROPERTIES
PLANNED UNIT DEVELOPMENT CONDITIONS
June 23, 2022

These Planned Unit Development Conditions for a revised PUD (Planned Unit Development) District is granted by the City of Leesburg Planning Commission, Lake County, Florida to Lyden Properties, LLC, and Donald L. Nicholson (Tara Tedrow, Agent) "Permittee" for the purposes and subject to the terms and conditions as set forth herein pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND: The "Permittee" has requested a Planned Unit Development (PUD) zoning district to allow a mixed-use development on property consisting of 214 +/- acres. The project shall be comprised of a maximum of ~~484~~ 292 single family ~~units detached lots~~, ~~283~~ 138 single family attached lots, 288 multi-family units (townhouse and multifamily residential units), ~~maximum of 718 residential units~~. The project shall also contain a maximum of ~~1,113,600~~ 164,000 square feet of ~~mixed use commercial~~ property. The property is generally located east and west of U.S. Highway 27, and north of the Florida Turnpike, on a site annexed into the City of Leesburg in accordance with their PUD application and supplemental information.

1. **PERMISSION** is hereby granted Lyden Properties, LLC, 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 and within all local, state and federal requirements. The property is more particularly described as follows:

2. LEGAL DESCRIPTION

See attached legal Exhibit B.

3. LAND USES

The above-described property, containing approximately 214 acres, shall be used for single family, townhouse and multi-family residential uses at a maximum density of ~~eight (8)~~ 3.34 dwelling units per acre, calculated within each phase, along with ~~a mix of commercial and institutional/government~~ uses, (max ~~1,113,600~~ 164,000 sf) as described below. The property is currently in agricultural uses and shall be allowed to remain in such use until such time as each individual phase develops. All uses and densities shall be consistent with the Land Use Matrix shown under Section D.2. herein.

A. Permitted Uses - Residential

1. Detached single family residential units
2. Townhouse single family residential units
3. Multi-family residential units
4. Accessory structures for residential uses.

B. Permitted Uses - Commercial

1. Retail shops

2. Banking and investment services
3. Restaurants/Diners
4. Bakeries
5. Liquor/package stores/lounges/bars
6. Indoor recreation and entertainment
7. Medical/ dental offices and services
8. Personal Services
9. Music/dance/gymnasium uses
10. Community Centers
11. Mini-storage/flex space
12. Churches/houses of worship
13. Museum/Art galleries
14. Hotels
15. General/professional office uses
16. Government offices and uses
17. Education facilities
18. Day Care
19. Community Activity Centers
20. ALF/Assisted living/nursing homes
21. RV/Boat Storage/Mini warehouse storage
22. Temporary sales center offices (modular or site-built) shall be allowed during construction and sales in all areas.
23. 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 pod has achieved either 50% build out of the square footage for commercial uses or 50% of the total residential units are constructed for the nearest residential pod. Should any disagreement over use arise, City Staff may consult Lake County Agriculture zoning district regulations.

B. Prohibited Uses

1. All uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

C. Other Related Uses

1. Other related uses may be included by written determination of the Planning & Zoning Manager. Such uses shall be consistent with the intent and purpose of the zoning requirements set forth in these PUD conditions, and shall meet the parking standards as required herein. Parking availability may limit the permitted uses.

D. Development/Land Use Matrix

1. The land use matrix seen below shall be used to control the overall development potential for each phase of development of the property.

Land Use Conversion Matrix¹

Lyden Nicholson Property

Land Use Code	To Get:			
	210	215	220	821
Land Use	Single Family Detached (DU)	Single Family Attached (DU)	Multi-Family (DU)	Commercial (KSF)
Rate ²	0.968	1.000	0.500	9.030
Single Family Detached	-	0.968	1.937	0.107
Single Family Attached	1.033	-	2.000	0.111
Multi-Family	0.516	0.500	-	0.055
Commercial	9.326	9.030	18.061	-

Notes:

¹Land Use Conversion Matrix based upon gross PM peak-hour trip generation (two-way).

²Conversion rates based upon gross PM peak-hour trip generation from trip generation table.

Total Trip Generation (Sum of All Three Parcels)

Land Use	Total Two-Way Trips	Total Development	Overall Trip Generation Rate
Single Family Detached	275	284	0.97 trips/DU
Single Family Attached	84	84	1.00 trips/DU
Multi-Family	144	288	0.50 trips/DU
Commercial	1481	164	9.03 trips/KSF

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4. DEVELOPMENT STANDARDS

A. General Development Standards

- Where not addressed by these Planned Unit Development Conditions, the minimum development standards for all development shall default to the requirements City of Leesburg Code of Ordinances as amended.
- Minimum distance between structures shall be a minimum of 10 feet, as measured from vertical wall to vertical wall unless otherwise required by Florida Building Code. The roof overhang shall not exceed 40 percent of the distance between the building wall and the property line.
- 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.
- An attached screened enclosure (no solid roof) must maintain a minimum setback of five (5) feet from the side and rear property line.
- 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.

B. Residential Development Standards

- The project shall contain a maximum gross density not to exceed limitations shown in the Development/Land Use Matrix in Section 3.D. above.
- The minimum residential lot development standards shall be as follows:

- a. For detached single family units:
 - i. Minimum house size: 1,750 square feet. Each additional bedroom to added above the minimum house size shall be a minimum of 120 square feet.
 - ii. Each residential structure shall have a minimum two car garage
 - iii. Minimum lot size shall be 6,000 square feet.
 - iv. Minimum lot width for all interior lots shall be no less than 50 feet.
 - v. Maximum impervious surface for residential lots shall be sixty-five (65) percent.
 - vi. Maximum building height: two (2) stories and 35 feet
 - vii. Minimum building setbacks for detached single family units shall be:
 - Front setback – 20 minimum (may be staggered);
 - Rear setback – 20 feet;
 - Side setback – 10 feet as stated in 4.A.2
 - Street side setback - 15 feet
 - Accessory structures – 5 feet (from side or rear)
- b. The minimum single-family attached lot development standards shall be:
 - i. Minimum house size: 1,400 square feet
 - ii. Minimum lot size shall be 2,200 sq. ft.
 - iii. Minimum lot width shall be no less than 22 feet.
 - iv. Maximum impervious surface for residential lots shall be sixty-five (65) percent.
 - v. Maximum building height: two (2) stories and 35 feet
 - vi. Minimum building setbacks for single family townhouse units shall be:
 - Front setback – 20 minimum (may be staggered);
 - Rear setback – 20 feet;
 - Side setback – 10 feet as stated in 4.A.2;
 - common wall setback is 0 feet.
 - Street side setback - 15 feet
 - Accessory structures – 5 feet (from side or rear)
- c. The minimum multi-family residential unit development standards shall be:
 - i. Shall meet the minimum lot and standards as prescribed under the C-3 (Highway Commercial) zoning designation for residential units.
 - ii. Shall be consistent with the Architectural and Design Standards as approved by the City Commission under Ordinance 16-35. If such standards do not exist at the time of development, the standards shown in section 5.C shall apply.
- d. Platting
 - i. All single-family lots (attached and detached) shall be required to be platted through the City of Leesburg subdivision plan approval process.

C. Commercial Development Standards

- 1. Commercial Development Standards shall follow the C-3 (Highway Commercial) development standards except as amended herein.

2. Impervious surface coverage for commercial, government/ institutional areas within this site shall not exceed eighty (80) percent of the gross site area.
3. A minimum of twenty (20) percent of the site within the commercial, government/institutional areas shall be developed as open space, including retention areas, buffer and landscaped areas. Parking areas and vehicle access areas shall not be considered in calculating open space.
4. Maximum Building Height:
Six (6) stories and 72 feet

D. Spatial, Signage and Parking Requirements

1. Spatial requirements
 - a. Spatial requirements set forth herein shall be deemed satisfied provided as-built measurements do not deviate from such requirement by more than five (5) percent.
2. Signage
 - a. All signs placed or constructed on the property shall comply with *Article VI- Sign Regulations, Section 25-421 through Section 25-426*, City of Leesburg Code of Ordinances, as amended.
3. Parking
 - a. The permittee shall have off-street parking spaces within the property per an approved site plan pursuant to the City of Leesburg Code of Ordinances, which shall include the required number of handicapped parking spaces.
 - b. The location and design of the proposed parking areas will be reviewed during the site plan review process to provide for adequate parking, which may limit the permitted uses of the site.

5. DESIGN STANDARDS AND REQUIREMENTS

A. Residential Design

1. All buildings shall utilize at least three (3) of the following design features including garage vehicle doors to provide visual relief along all elevations of the single-family units. Designs may vary throughout the development.
 - a) Dormers
 - b) Gables
 - c) Recessed or raised entries
 - d) Covered porch entries
 - e) Cupolas
 - f) Pillars or decorative posts
 - g) Bay window (minimum 12 inch projections)
 - h) Eaves (minimum 6-inch projections)
 - i) Front windows with arched glass tops and minimum 4-inch trim.
 - j) Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
 - k) Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
2. 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:

- a) 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.
- b) 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.).
- c) All textured stucco, provided there are unique design features such as recessed garages, tile or metal roofs, arched windows etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Community Development Director for compliance.

B. Commercial Design

1. The City of Leesburg has recently adopted Architectural Standards under Ordinance 16-35. These standards, as amended, shall govern the design of all structures within the commercial and government/institutional areas.

C. Design Variations

1. Other similar design variations meeting the intent of this section may be approved by the Community Development Director or designee.

6. LANDSCAPING AND BUFFER REQUIREMENTS

- A. Except as otherwise provided herein, a minimum twenty-five (25) foot landscape buffer, as shown on the attached Conceptual Site Plan (Exhibit C) shall be provided along the boundaries of the property. Boundaries located within a wetland area, and wetland buffer areas shall be exempt from this landscape buffer requirement and remain in an undisturbed condition.
- B. A berm, five (5) feet in height, shall be required within the 25-foot landscape buffer adjacent to residential lots 158 through 206, inclusive, contiguous to U.S. Highway 27.
- C. A fifty (50) foot natural upland buffer, as shown on the Conceptual Plan, shall be placed along wetland areas as required by the City of Leesburg, Florida Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers, whichever is more restrictive.
- D. Land uses allowed within the upland buffers are limited to overlooks, boardwalks, hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District, except that such uses shall not be allowed in the buffer described in 6.B. above.
- E. All other property shall meet all landscaping and buffering requirements in accordance with regulations contained within the City of Leesburg Code of Ordinances, 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



- C. Variations to the landscape requirements of the code may be approved by the Community Development Director or designee, as long as the intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.

7. SITE ACCESS

- A. Main access to the property ~~from U.S. Highway 27~~ will be a minimum of one boulevard type (divided landscaped roadway) as ~~shown on the conceptual plan~~ as approved by the Florida Department of Transportation, and as approved through the City of Leesburg Public Works development and permitting processes. Any additional access shall be subject to the City of Leesburg, Florida Department of Transportation, Lake~Sumter Metropolitan Planning Organization and Lake County permitting and review processes.
- B. All internal or external access points for the development 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.

- C. Each internal access along the main entry road as shown on the Conceptual Plan attached hereto shall provide a decorative entry feature to include a concrete, brick or stucco wall, fencing or signage at least five (5) feet in height, on each side of the entryway. This feature may be used for signage per City of Leesburg Code of Ordinances, as amended.

8. TRANSPORTATION IMPROVEMENTS

- A. All future transportation improvements requirements shall be based on a current traffic analysis and shall be contingent upon Site Plan approval of the project site by City staff during the development review and permitting process. All required transportation improvements shall comply with all regulations and permitting requirements of the City of Leesburg, Lake County, Lake-Sumter MPO and/or the Florida Department of Transportation as applicable. Said improvements will be the responsibility of the Permittee
- B. Any right-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process.
- C. The Permittee shall provide all necessary improvements/signalization 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. However, 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.

9. STORMWATER MANAGEMENT/UTILITIES

- A. Prior to receiving final development approval for each phase, 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:
 - 1. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.

2. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
3. 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 homeowners or property owners association is an acceptable maintenance entity.
4. The 100-year flood plain shown on all plans and lots.
5. 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.
6. 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.
7. 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.

10. WETLANDS AND FLOOD ZONES

- 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 preliminary plat application. Any notice of violation from any affected agency shall be cause for a cease and desist order on permits issued by the City of Leesburg until such time as the violation has been resolved with the appropriate agency(s).
- B. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.
- C. Wetlands shall have a minimum upland buffer as established by the Department of Environmental Protection, 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.
- D. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.

- E. 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.
- F. 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.
- G. A map indicating the location of the 100-year flood plain.
- H. 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.

11. DRAINAGE AND UTILITIES

- A. Prior to receiving Final Development Plan Approval, the "Permittee" shall submit, if applicable, a Master Site Drainage Plan and Utility Implementation Plan acceptable to the City of Leesburg. Prior to removal, renovation or demolition of any existing development on the site, the permittee shall provide:
 - 1) A detailed site plan demonstrating no direct discharge of stormwater runoff generated by the development into any natural surface waters or onto adjacent properties shall be required.
 - 2) A detailed site plan indicating all provisions for electric, water, sewer, and natural gas in accordance with the site plan review process as required by the City of Leesburg Code of Ordinances.
 - 3) 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 all water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the developer or property owner.

12. MAINTENANCE

- A. With the exception of any public utilities, streets and sidewalks, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and stormwater retention/drainage shall be the responsibility of the property owner. A property owners' association shall serve as an appropriate entity for all common properties within the development.

13. DEVELOPMENT PHASING

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Each phase may be subdivided in to multiple sub-phases as needed by the Permittee. 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.
- B. As the project may be constructed in multiple phases, each phase shall have infrastructure necessary to support and serve that phase available at the time of construction.
- C. Implementation of the project shall substantially commence one-hundred twenty (120) months after approval of this Planned Development. In the event, the conditions of the PUD have not been substantially implemented during the required time period, the City of Leesburg shall have the option of scheduling the PUD, with due notice to the owner and surrounding property owners, for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to another appropriate zoning classification.

14. 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. A wildlife management plan for the project site shall be prepared based on the results of the environmental permit approvals obtained from applicable governmental agencies.

- G. All operations shall be carried on entirely within an enclosed structure, except as permitted under accessory uses of Section 25-284, City of Leesburg Code of Ordinances, as amended.

15. LEVELS OF SERVICE

A. Levels of Service

1. As submitted the proposed zoning change, when developed, may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid waste. However, no final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1. Projected Capacities

- a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.
- b. If the development requires construction of new distribution or collection lines, 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

There are no previous commitments to this proposal for any existing or planned excess capacity.

3. Ability to Provide Services

At this time, the City intends to provide water, wastewater and reclaimed water service to this development.

Legal Description

Legal Description for the Lyden-Nicholson Property

PARCEL "1": (AK#1701384 and AK#1296773 West of Hwy 27)

THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 LYING WEST OF THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27 (STATE ROAD 8-A, PROJECT 5323) AND LYING NORTH OF THE NORTH RIGHT-OF-WAY LINE OF BRIDGES ROAD;

AND

THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 LYING NORTH OF THE NORTHERLY RIGHT-OF-WAY LINE OF BRIDGES ROAD;

AND

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 LYING NORTH OF THE NORTHERLY RIGHT-OF-WAY LINE OF BRIDGES ROAD ALL LYING IN SECTION 1, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA;

AND

BEGIN AT THE INTERSECTION OF THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF BRIDGES ROAD AND RUN S.71°32'46"W. ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF BRIDGES ROAD A DISTANCE OF 66.25 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE; THENCE N.42°34'17"W. ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE, 250.00 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY WATER'S EDGE OF LAKE, SAID POINT HEREBY DESIGNATED AS POINT "A"; RETURN TO THE POINT OF BEGINNING AND RUN N.00°30'47"E. ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE AFOREMENTIONED SECTION 1, A DISTANCE OF 325.44 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 1; THENCE S.89°23'11"E. ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 A DISTANCE OF 255.00 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY WATER'S EDGE OF LAKE; THENCE NORTHERLY, WESTERLY, SOUTHWESTERLY, AND WESTERLY ALONG AND WITH SAID WATER'S OF LAKE TO INTERSECT THE AFOREMENTIONED POINT "A".

PARCEL "2": (AK#1296773 East of Hwy 27 and AK#1210283)

THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4;

AND

THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LYING EAST OF THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27 (STATE ROAD 8-A, PROJECT 5323);

AND

THAT PART OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 25 EAST, AND RUN S.89°48'41"E. ALONG THE NORTH LINE OF THE SOUTHWEST 1/4, A DISTANCE OF 157.00 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY WATER'S EDGE OF FISHHOOK LAKE; THENCE SOUTHEASTERLY, SOUTHERLY, AND SOUTHWESTERLY ALONG AND WITH SAID WESTERLY WATER'S EDGE OF FISHHOOK LAKE TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE AFOREMENTIONED SECTION 6; THENCE N.00°33'49"E. ALONG THE WEST LINE OF THE SOUTHWEST 1/4 TO THE POINT OF BEGINNING.

PARCEL "3": (AK#3801754)

THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 LYING WEST OF THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27 (STATE ROAD 8-A, PROJECT 5323) AND SOUTH OF BRIDGES ROAD;

AND

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 LYING SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF BRIDGES ROAD AND EAST OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE ALL LYING IN SECTION 1, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA;

AND

THE NORTH 25.00 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA.

PARCEL "4": (AK#1035546)

THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LESS AND EXCEPT THE RIGHT-OF-WAY OF U.S. HIGHWAY NO. 27, AND ALSO LESS AND EXCEPT THE RIGHT-OF-WAY OF THE COUNTY ROAD ALONG THE NORTH PORTION OF THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 1, WHICH LIES EAST OF HIGHWAY 27 IN LAKE COUNTY, FLORIDA, AND ALSO LESS AND EXCEPT THE NORTH 51 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 1 LYING WEST OF U.S. HIGHWAY NO. 27.

ALL THE ABOVE IS SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD, IF ANY.



TYPICAL FIFTY FOOT BUFFER

EXHIBIT D



TABLE: PROPOSED MODIFICATION OF LAND USES**EXHIBIT E**

CURRENT:		PROPOSED:	
RZ-17-165		PUD-22-215	
Acreage:	214.84+/-	Acreage:	214.84 +/-
Density:	8.00	Density:	3.34
Residential Structures:	764	Residential Structures:	718
Single Family Detached:	481	Single Family Detached:	292
Single Family Attached:	-	Single Family Attached:	138
Multi-Family Units:	283	Multi-Family Units:	288
Commercial Square Feet:	1,113,600 (Mix of commercial, institutional, government uses.)	Commercial Square Feet:	164,000 (Commercial uses)

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

DATE: June 23, 2022
OWNER: Lyden Properties, LLC and Donald L. Nicholson
PETITIONER: Lowndes, Drosdick, Doster, Kantor & Reed, P.A.; ATTN: Tara Tedrow, Esquire
PROJECT: Lyden Nicholson PUD Amendment
REQUEST: Amendment to existing PUD (Planned Unit Development)
CASE NO.: PUD-22-215

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

FUTURE LAND USE DESIGNATION: Low Density Residential

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Rural Transition; Lake County Urban Low Density
South – Lake County Regional Office
East – Lake County Rural Transition
West – Lake County Urban Low Density

PROPOSED FUTURE LAND USE DESIGNATION: N/A

EXISTING ZONING DESIGNATION: PUD (Planned Unit Development)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County RP (Residential Professional); Lake County PUD (Planned Unit Development)
South – Lake County A (Agriculture); Lake County PUD (Planned Unit Development)
East – Lake County RP (Residential Professional); Lake County A (Agriculture)
West – Lake County A (Agriculture); Lake County PUD (Planned Unit Development)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development) Modification

EXISTING LAND USE: Agriculture uses: row crop, timber, pasture

SURROUNDING LAND USE:

North – Residential; Timber
South – Pasture; Timber; Public Lands
East – Pasture
West – Residential; Wetlands; Public Lands

PROPOSED LAND USE: Residential and commercial mixed use

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

DATE: June 10, 2022
OWNER: Lyden Holdings Two, LLC and Lyden Properties, LLC
PETITIONER: Lowndes, Drosdick, Doster, Kantor & Reed, P.A.; ATTN: Tara Tedrow, Esquire
PROJECT: Lyden Nicholson PUD Amendment
REQUEST: Amendment to existing PUD (Planned Unit Development)
CASE NO.: PUD-22-215

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 6/17/22

FIRE

In reference to Case Number PUD-22-215

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 PUD-22-215 is outside the recommended four-minute response time for initial responding fire apparatus. Amanda Stevenson 6/16/22

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

This is outside Leesburg Electric Territory. We approve because of that. Steve Davis 6/9/22

GAS

Natural gas is available and directed per city ordinance. Thank you, Brandon Smith 6/20/22

GIS

Addressing/GIS has no comment. Mark Medley 6/10/22

BUILDING

No comments received as of 6/17/22

PUBLIC WORKS

Public Works has no issues with this item. Clifford Kelsey 6/13/22

ADDRESSING

Addressing/GIS has no comment. Mark Medley 6/10/22

ECONOMIC DEVELOPMENT

No comments received as of 6/17/22

LAKE COUNTY PUBLIC WORKS

Lake County Public Works comment letter is attached. Please let me know if you have any questions.
Thanks, Seth Lynch 6/17/22

LAKE COUNTY SCHOOLS

The school district does not have any comments for the PUD amendment.

The Lyden Nicholson PUD is subject to school concurrency review. Proportionate share mitigation may be required at time of the submittal. I am attaching an updated Adequate Public Facilities determination letter for the project. I did do one for the project back in 2017. I am also attaching it for your records. Let me know if you have any questions. Thanks, Helen LaValley 6/16/22

PUBLIC RESPONSES

Approval

1 approval

Disapproval

1 disapproval 1 with comments

Undecided

1 undecided 1 with comments

No comment

No comments received as of 6/17/22

Notice of Appearance filed: 1

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Mario De La Victoria – Increase in traffic which results in increase of accidents, increase in noise, increase in crime, reduction in property value, environmental impact on nature preserves which surrounds the area to

be developed.

PUBLIC COMMENTS (UNDECIDED)

Phyllis Bichard Hayes – As long as our water acreage is not used for calculation on the # of residences built I see no objection. I do otherwise!



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

DATE: June 23, 2022
OWNER: Lyden Holdings Two, LLC and Lyden Properties, LLC
PETITIONER: Lowndes, Drosdick, Doster, Kantor & Reed, P.A.; ATTN: Tara Tedrow, Esquire
PROJECT: Lyden Nicholson PUD Amendment
REQUEST: Amendment to existing PUD (Planned Unit Development)
CASE NO.: PUD-22-215

THE PLANNING & ZONING DIVISION RECOMMENDS:

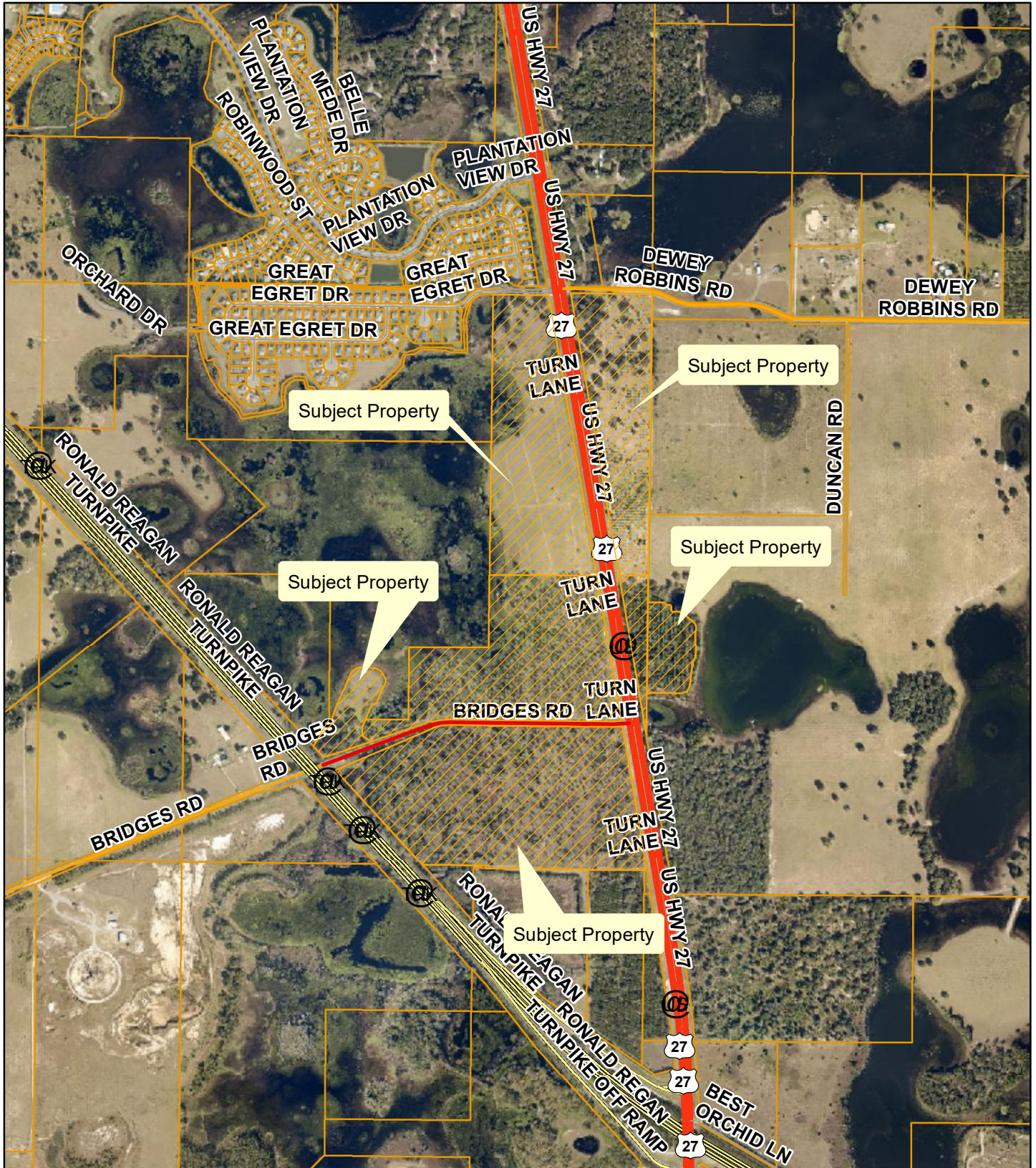
APPROVAL of this request for the following reason(s):

1. The proposed request is compatible with the current surrounding zoning districts of Lake County RP (Residential Professional), Lake County PUD (Planned Unit Development), Lake County A (Agriculture), and Lake County RP (Residential Professional). As conditioned, the proposed use does not appear to be detrimental to surrounding properties.
2. The proposed zoning district of PUD (Planned Unit Development) as conditioned and shown in the attached "Exhibit A" is compatible with the existing City Future Land Use designation of Low Density Residential.
3. The rezoning of the subject properties is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, and Objective 1.6.

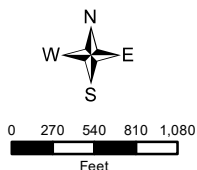
Action Requested:

1. Vote to approve staff's recommendation to rezone the subject property from City of Leesburg PUD (Planned Unit Development) to City of Leesburg PUD (Planned Unit Development) with amended conditions and forward the recommendation to the City Commission for consideration.

Aerial

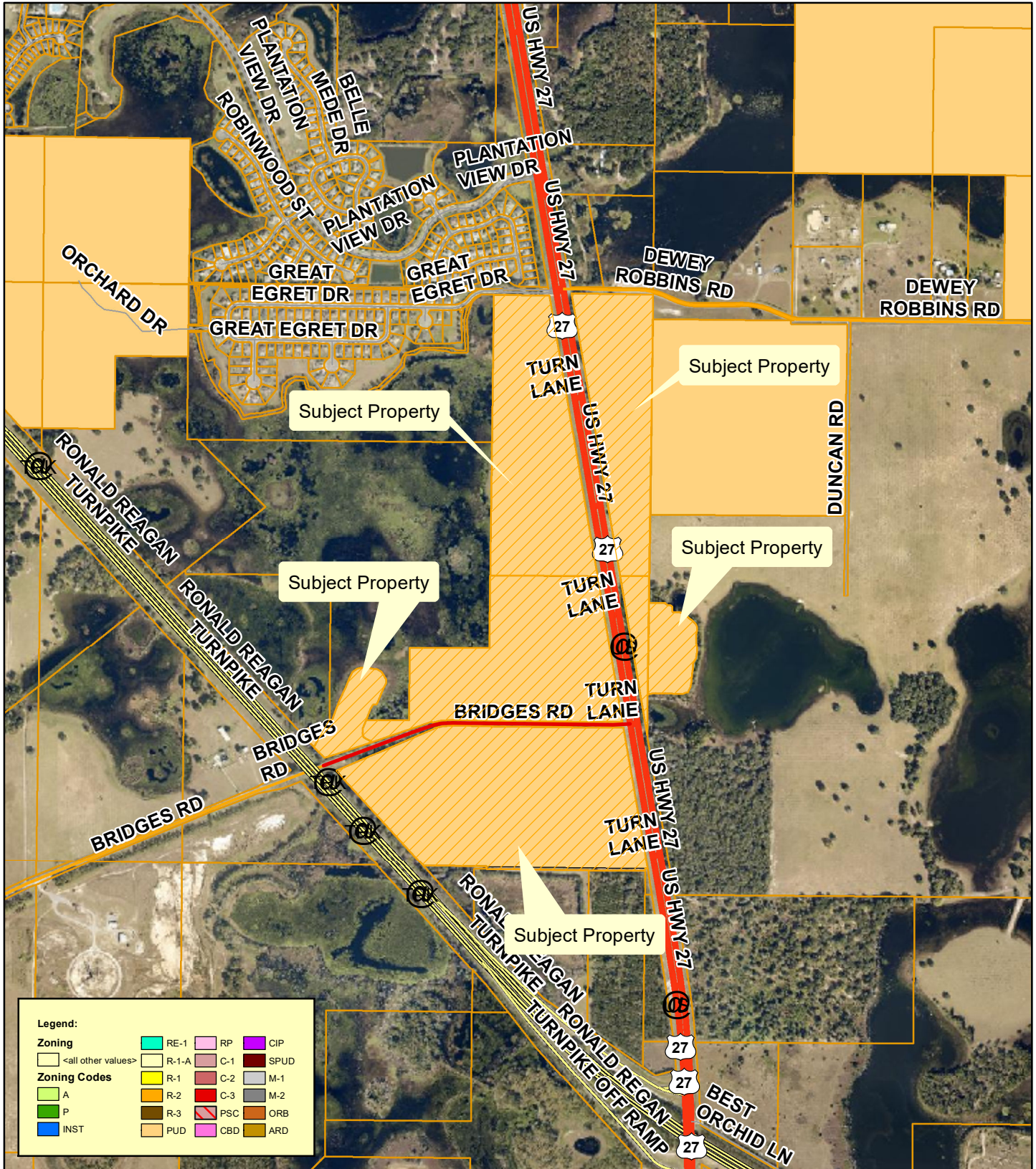


**Planning
& Zoning
Division**

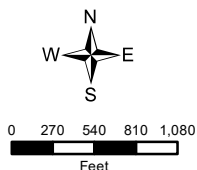


Lyden Nicholson PUD Amendment
US Highway 27 and Dewey Robbins Road
AK #s: 1296773, 1701384, 1210283, 1035546
Section 01, Township 21 South; Range 24 East and
Section 06, Township 21 South, Range 25 East
June 23, 2022

Zoning

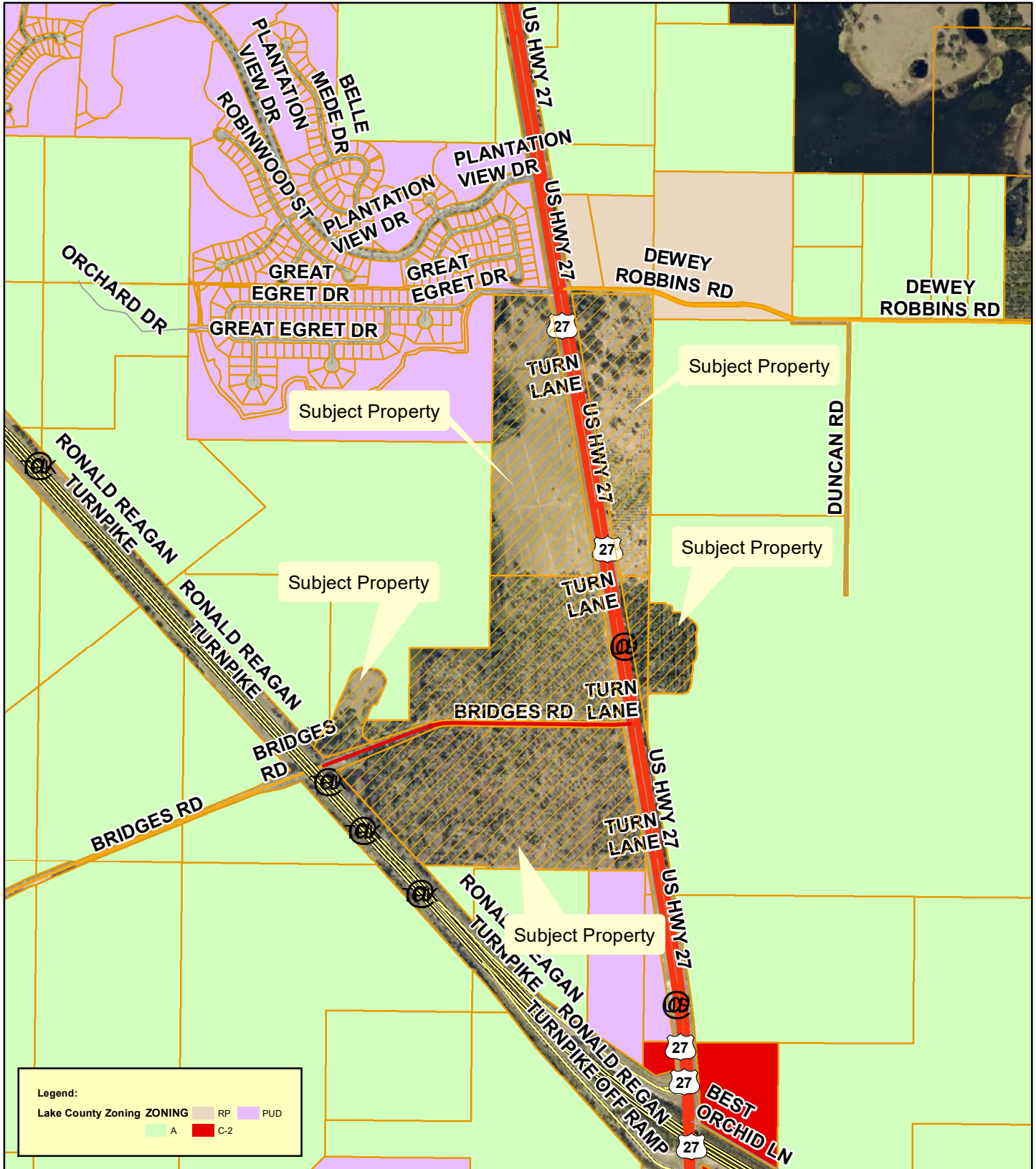


**Planning
& Zoning
Division**

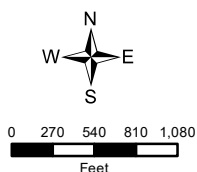


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June 23, 2022

Lake County Zoning



**Planning
& Zoning
Division**

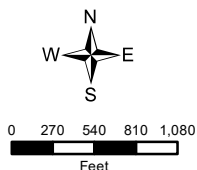


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PROPOSED Zoning

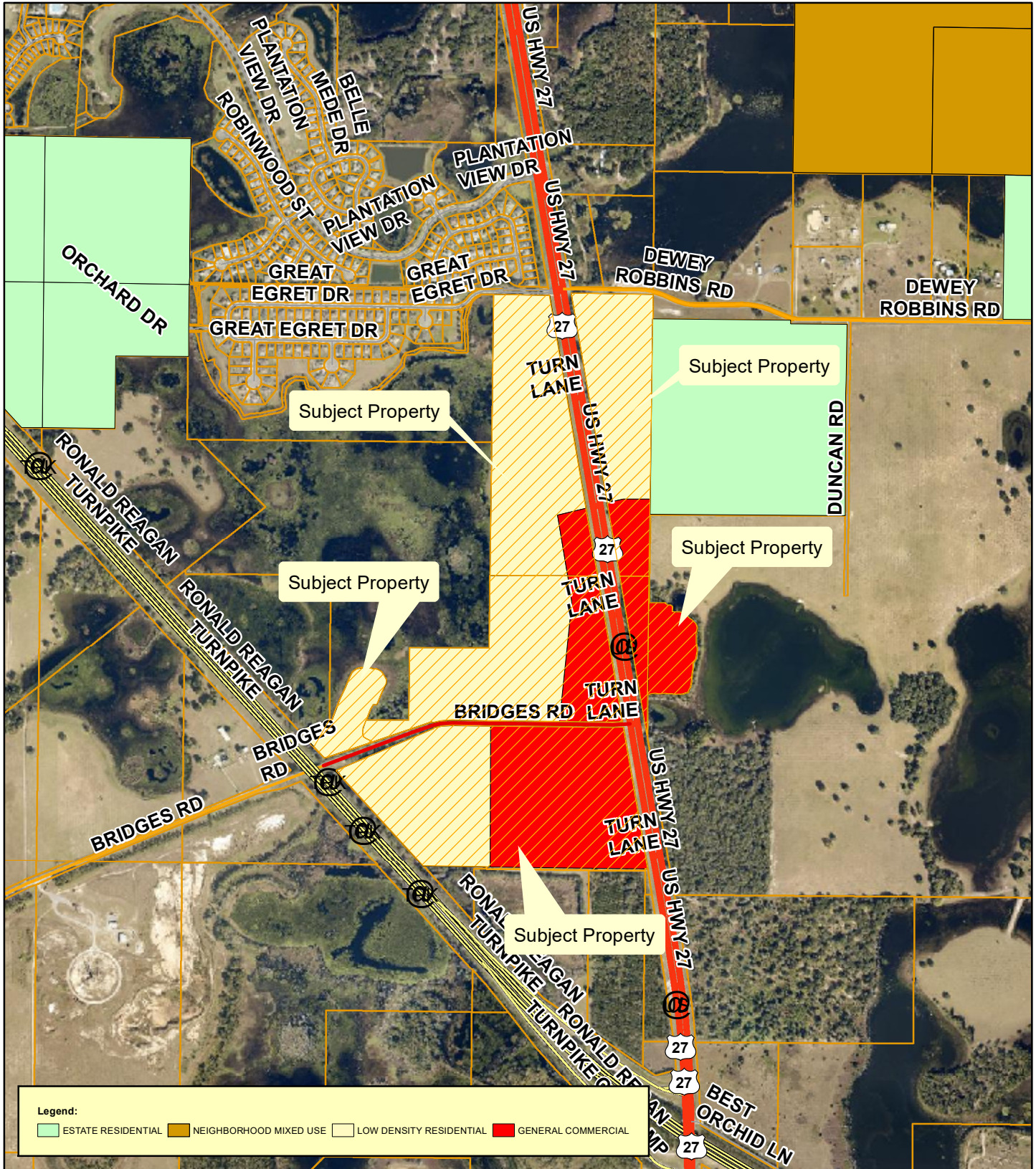


**Planning
& Zoning
Division**

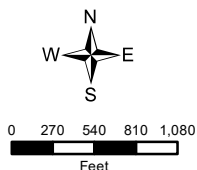


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Future Land Use

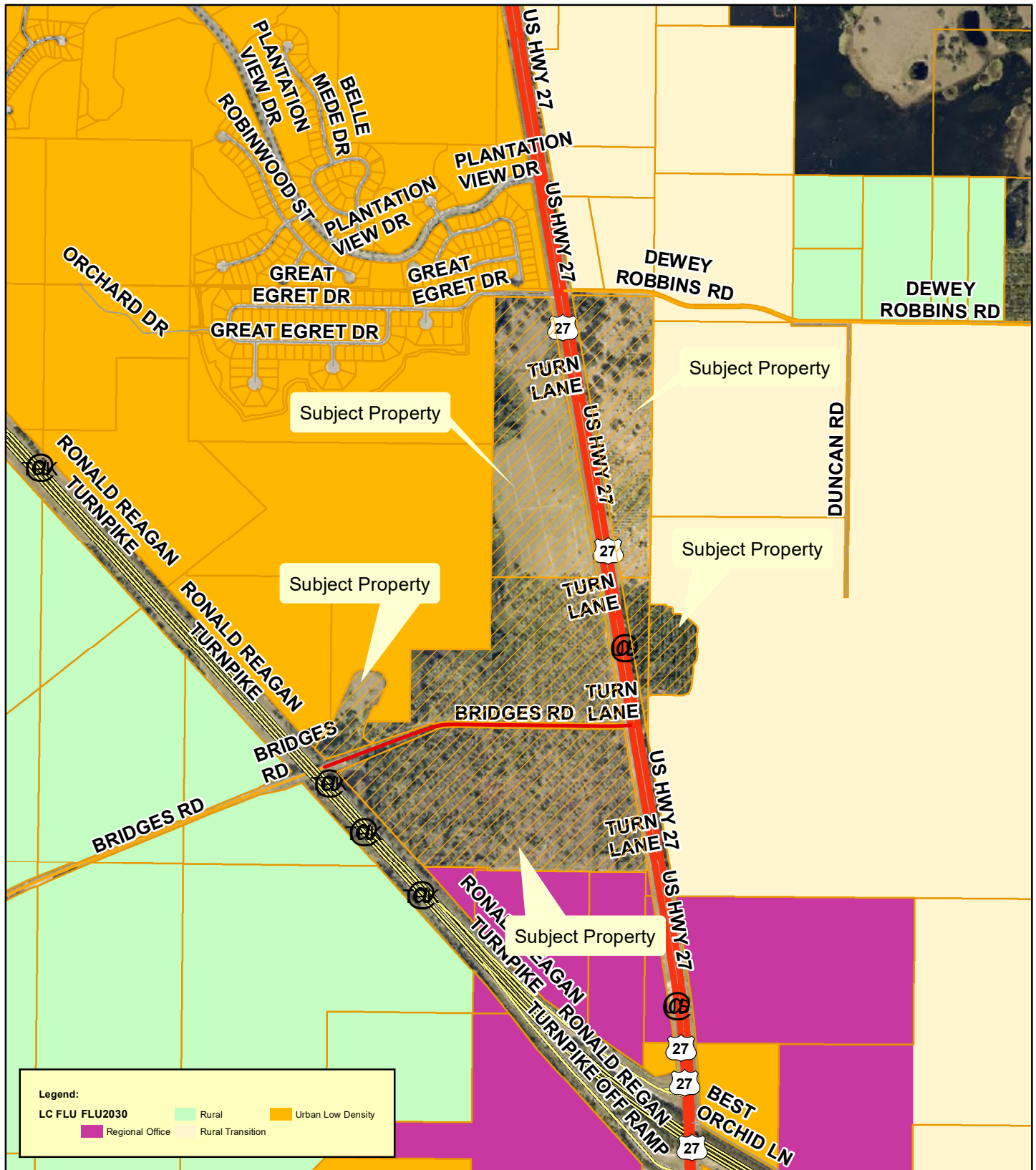


**Planning
& Zoning
Division**

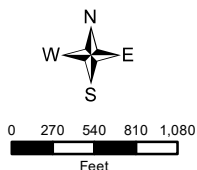


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 June 23, 2022

Lake County Future Land Use



**Planning
& Zoning
Division**

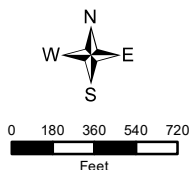


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Surrounding Land Uses

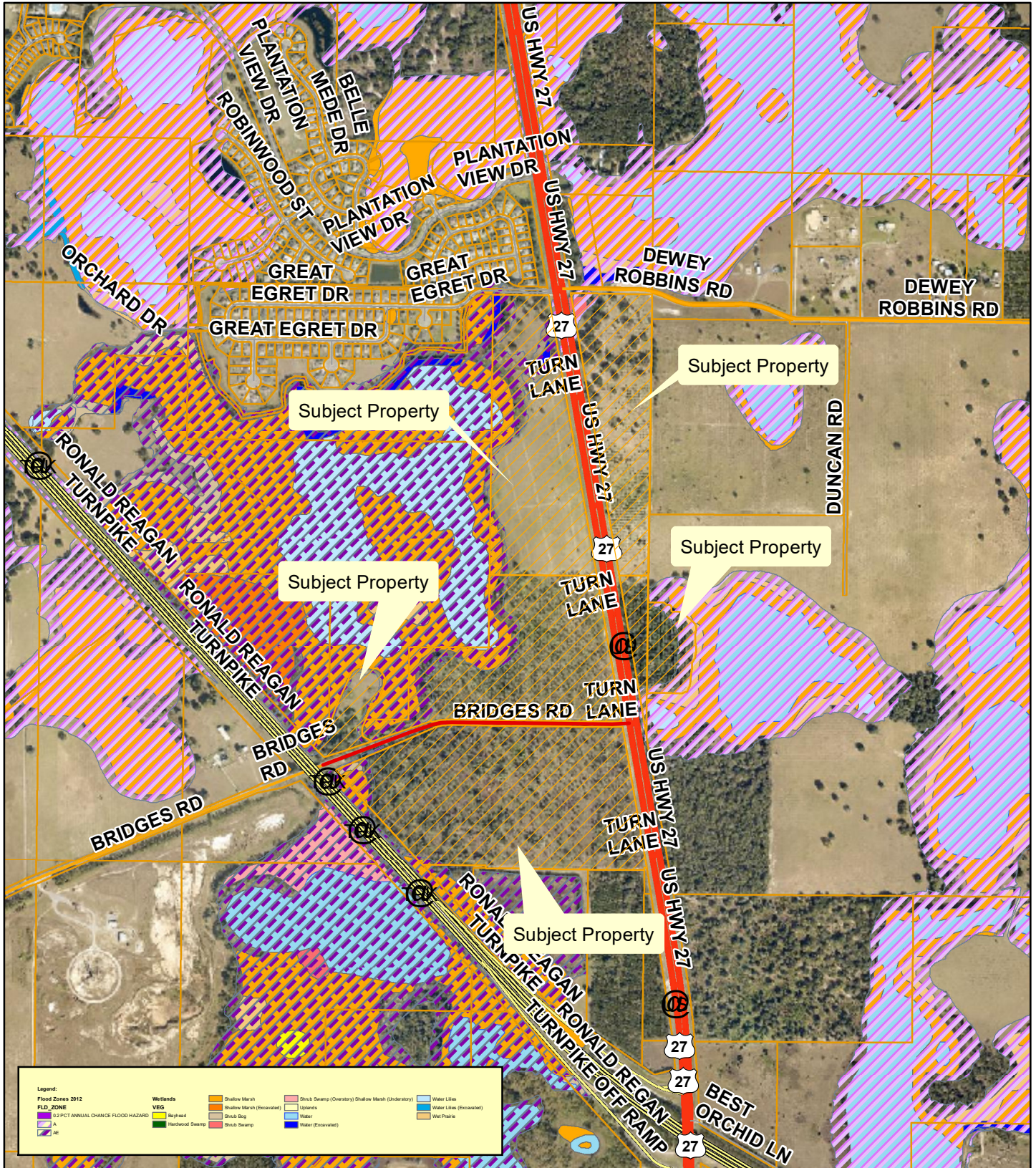


**Planning
& Zoning
Division**

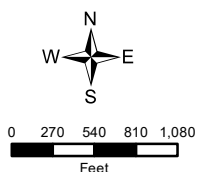


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 June 23, 2022

Wetlands and Flood Zones



**Planning
& Zoning
Division**

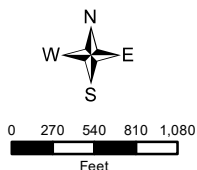


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June 23, 2022

Commission District



**Planning
& Zoning
Division**



Lyden Nicholson PUD Amendment
US Highway 27 and Dewey Robbins Road
AK #s: 1296773, 1701384, 1210283, 1035546
Section 01, Township 21 South; Range 24 East and
Section 06, Township 21 South, Range 25 East
June 23, 2022

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.2.

Meeting Date: July 25, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida changing the zoning on approximately 32.86 +/- acres from City of Leesburg PUD (Planned Unit Development) to City of Leesburg PUD (Planned Unit Development) to replace 208 townhouses with 83 detached single family residential units for a property generally located north of Sunnyside Drive and west of Fern Drive, as legally described in Section 30, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Sunnyside Oaks)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from City of Leesburg PUD (Planned Unit Development) to City of Leesburg PUD (Planned Unit Development) to replace 208 townhomes with 83 detached single-family units.

Analysis:

The project site is approximately 32.86 +/- acres, and is generally located north of Sunnyside Drive and west of Fern Drive as shown on the attached maps. At this time, the property is undisturbed acreage. The proposal will replace 208 townhomes with 83 detached single-family units. The existing land uses surrounding the property are vacant residential, single-family, auto sales/storage, plant nursery, and non-agricultural acreage. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on June 23, 2022 and recommended approval by a vote of 6-0.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to PUD (Planned Unit Development) to replace 208 townhomes with 83 detached single-family units; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development of this site will create a substantial positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA CHANGING THE ZONING ON APPROXIMATELY 32.86 +/- ACRES FROM CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO REPLACE 208 TOWNHOUSES WITH 83 DETACHED SINGLE FAMILY RESIDENTIAL UNITS FOR A PROPERTY GENERALLY LOCATED NORTH OF SUNNYSIDE DRIVE AND WEST OF FERN DRIVE, AS LEGALLY DESCRIBED IN SECTION 30, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (SUNNYSIDE OAKS)

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

Section 1.

Based upon the petition of Dennis Perez for Bellavista Building Group petitioner of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from City of Leesburg PUD (Planned Unit Development) to City of Leesburg PUD (Planned Unit Development) to replace 208 townhomes with 83 detached single-family units, 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"

PARCEL NO. 1

BEGIN 1204.86 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTH 1/2 OF GOVERNMENT LOT 1, IN SECTION 30, TOWNSHIP 19 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, RUN S00°12'00"W 879.20 FEET; THENCE N89°48'00"W 261.36 FEET; THENCE S00°12'00"W 232.00 FEET TO THE ROAD; THENCE SOUTHEASTERLY ALONG SAID ROAD TO THE EAST LINE OF GOVERNMENT LOT 1; THENCE NORTH TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF GOVERNMENT LOT 1; THENCE WEST TO THE POINT OF BEGINNING.

PARCEL NO. 2

THE NORTH 780.00 FEET OF THE WEST 645.00 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA.

PARCEL NO. 3

ALL OF BLOCKS A, H, AND I, AND LOTS 1 THROUGH 8, AND LOTS 17 THROUGH 24, IN BLOCK B, SUNSET PARK SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 48, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL NO. 4

THE SOUTH 498.00 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, LESS THE NORTH 100.00 FEET OF THE SOUTH 498.00 FEET OF THE EAST 180.00 FEET THEREOF.

PARCEL NO. 5

BEGIN AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 25 EAST, OF THE TALLAHASSEE MERIDIAN, LAKE COUNTY, FLORIDA, RUN WEST 675.00 FEET MORE OR LESS TO A POINT 15.00 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 475.30 FEET; THENCE EAST 675.00 FEET, MORE OR LESS TO THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE NORTH 475.30 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 6

THE NORTH 780 FEET OF THE WEST 1/2 OF THE SW 1/4 OF THE NE 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; LESS THE EAST 15 FEET THEREOF, AND ALSO LESS THE WEST 645 FEET THEREOF.

LESS AND EXCEPT:

THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 1048, PAGE 2296, AND IN OFFICIAL RECORDS BOOK 1115, PAGE 569, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.



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

DATE: June 23, 2022
OWNER: Casam Investment Properties, LLC
PETITIONER: Dennis Perez, Bellavista Building Group
PROJECT: Sunnyside Oaks Subdivision
REQUEST: Modification to PUD (Planned Unit Development) to replace 208 townhomes with 83 detached Single-Family Units
CASE NO.: PUD-22-218

THE PLANNING & ZONING DIVISION RECOMMENDS:

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

1. The proposed request is compatible with the current surrounding zoning districts of Lake County R-1 (Rural Residential), and City of Leesburg R-2 (Medium Density Residential) and City of Leesburg R-3 (High Density Residential).
2. The proposed modification of the PUD (Planned Unit Development) is compatible with the existing City Future Land Use designation of Low Density Residential.
3. The proposed modification 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 City of Leesburg PUD (Planned Unit Development) to City of Leesburg PUD (Planned Unit Development) to allow for 83 detached Single-Family Units and forward the recommendation to the City Commission for consideration.

SUNNYSIDE OAKS SUBDIVISION
PUD (PLANNED UNIT DEVELOPMENT CONDITIONS)
June 23, 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 **Casam Investment Properties, LLC, 5549 Banana Point Drive, Okahumpka, Florida, 34762 “Permittee” (Dave Schmitt Engineering, Inc. 12301 Lake Underhill Road, Suite 241, Orlando, Florida 32828- Agent)** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 “Zoning”, Section 25-278 “Planned Unit Development” of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed residential development consisting of approximately 32.86 acres containing a maximum of 76 detached single-family residential units generally located north of Sunnyside Drive and west of Fern Drive, 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 **Casam Investment Properties, LLC, 5549 Banana Point Drive, Okahumpka, Florida, 34762 “Permittee” (Dave Schmitt Engineering, Inc. 12301 Lake Underhill Road, Suite 241, Orlando, Florida 32828, Agent)** to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.
2. **LEGAL DESCRIPTION**
See attached **Exhibit B, Legal Description**.

3. LAND USE

The above-described property, containing approximately 32.86 acres, shall be used for platted single-family residential development, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

1. Detached single family residential units
2. Accessory structures for residential uses
3. Sales office in a single-family unit
4. Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar
5. Temporary modular sales center office (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

B. Prohibited Uses

1. Duplex/Triplex uses
2. Multi-family units (Apartments)
3. Townhouses (single family attached units)
4. Commercial uses (as a primary use)
5. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

4. DEVELOPMENT STANDARDS

A. The project shall contain a maximum of 76 detached single-family residential units, at a gross density not to exceed 2.3 units per acre on the approximately 32.86-acre site, as shown on **Exhibit C, Conceptual Development Plan**.

B. A mix of lot sizes is permitted as long as all lots are equal to or larger than the required minimums.

C. Along each street, homes with the same architectural design shall not be immediately adjacent (side by side) or directly across from a lot with the same design. Facades may be varied to meet this requirement. The maximum impervious surface for the project shall be 65%. Community and private swimming pools shall not count toward the impervious surface calculation.

D. The minimum lot development standards shall be:

- a. Minimum house size: 1,700 square feet.
- b. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
- c. Minimum lot size shall be 6,000 square feet.
- d. Minimum lot width 60 feet
- e. Minimum lot depth 120 feet
- f. Minimum building setbacks:
Front – 25 feet;
Porch – 20 feet (porch must be a minimum width of 5 feet).

Rear – 18 feet;
Side – 5 feet;
Corner Side – 15 feet.

E. For all structures:

1. Each residential structure shall have a minimum two car garage.
2. Each lot less than sixty (60) feet in width shall have gutters constructed on all four sides of the primary structure to direct stormwater away from the foundation.
3. Minimum distance between structures shall be as noted in in Section B *Development Standards* contained herein; as measured from building wall to building wall.
4. Roof overhang shall not exceed forty (40) percent of the distance between the building wall and the property line.
5. Maximum building height: two (2) stories or 35 feet.
6. Accessory structures shall have a minimum rear and side setback of 5 feet and single accessory structures that are not attached to the principal structure shall not occupy more than 30 percent of the required rear yard.
7. Attached screened enclosures (no solid roof) must maintain a minimum setback of five (5) feet from the side and rear property line. Attached swimming pool screened enclosure shall also maintain a minimum setback of five (5) feet from the side or rear property lines.
8. Solid roof structures attached to the residence must meet the required rear setback as noted under “Minimum building setbacks.”
9. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions set forth herein.

5. DESIGN/ARCHITECTURAL STANDARDS

- A. All buildings shall utilize at least five (5) of the following design features to provide visual relief along all elevations of the single-family units. Designs may vary throughout the development.
1. Dormers
 2. Gables
 3. Recessed or raised entries
 4. Covered porch entries
 5. Cupolas
 6. Pillars or decorative posts
 7. Bay window (minimum 12-inch projections)
 8. Eaves (minimum 6-inch projections)
 9. Front windows with arched glass tops and minimum 4-inch trim.
 10. Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
 11. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
 12. Stone accents

13. Shutters
 14. Board and batten siding
 15. Hardy board siding
 16. Raised banding
 17. Craftsman style garage doors
- B. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
1. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
 3. All textured stucco shall be permitted subject to the provision of at least five (5) unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco.
 4. For all designs, architectural facades and features shall be submitted and reviewed by the Planning and Zoning Manager or designee for compliance prior at time of site plan review.
- C. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Manager or designee.
- D. The architectural styles and facades shown in **Exhibit D, Building Elevations** herein are considered conceptual.
- E. The Permittee shall utilize “Dark Sky” lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are shown on as Exhibit E, attached hereto.

6. **OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS**

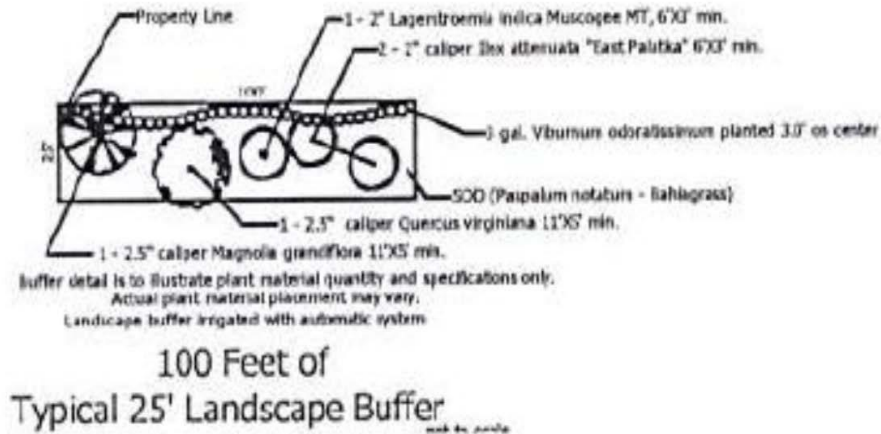
- A. A minimum of 35% open space shall be provided throughout the development. Open space may consist of buffers, wetlands retention and recreation areas.
- B. A minimum twenty-five (25) foot buffer tract with plantings as shown in Figure A below, shall be provided along the entire boundary of the property. 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.

- C. Each platted single-family residential lot of record shall contain a minimum of one canopy tree, located within in the front yard, selected from the list of trees within the City of Leesburg Code of Ordinances, Section 25-,328 Table 1, Canopy Trees, plus at least one other tree, located in the back yard. All other requirements for tree planting based on lot size under the Code of Ordinances shall remain in effect.
- D. A spilt-rail fence, of either wood or vinyl/synthetic construction, shall be installed around the entire perimeter of the property. This fence shall be installed at a minimum height of four (4) feet. Said fence shall be maintained by the Property Owners or Homeowners Association. A solid six-foot fence of PVC or other synthetic material, shall be allowed as an option to the split-rail fence.
- E. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.
- F. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below.

Figure A

Canopy Trees (per 100 l.f.)	2 per 100 linear ft
Tree CAL/Height	2" cal, 12' overall height
Optional Ornamental Trees (per 100 l.f.)	3 per 100 linear ft
Tree CAL/Height	2" cal, 7' overall height
Shrub Screen (per 100 l.f.)	
Square Ft. of Shrubs	(33) 3 gal plants, 18"—24" minimum at installation (depending on species); hedges to be 36"—42" high by thirty-six (36) inches wide hedge or continuous landscape screen with a ninety (90) percent opacity within one (1) year of planting
Container size	3 gal

Figure B



G. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Manager or designee, to the extent that the overall intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.

H. The surveying of trees on the property shall be conducted as follows:

1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
3. The tree survey shall be completed by a licensed surveyor.

7. SITE ACCESS AND SIGNAGE

A. The main vehicular access to the project site shall consist of at least one primary access point on Fern Drive and one access point on Sunnyside Drive, as legally prescribed by Lake County Public Works, and/or FDOT as applicable, and shown on the Master Development Plan - Exhibit C, as amended. All access points are conceptual and subject to Lake County 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.

- B. All access points shall be designed to allow emergency access vehicles room to maneuver. This entrance shall be reviewed and adjusted by staff as needed at the Site Plan and Construction Plan review.
 - 1. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be reviewed by Lake County Public Works.
 - 2. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
 - 3. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.
- C. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.
- D. 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.
- E. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Planning and Zoning Manager or designee, where the architectural style would be in keeping with the intent of these sign regulations.
- F. Roadway interconnectivity shall be provided as shown on the Conceptual Site Plan – Exhibit C, as needed, to allow for connection points between this development and future development of adjacent properties.

8. TRANSPORTATION IMPROVEMENTS

- A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of required sidewalks, recreation paths etc.
- B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, and including any off-site improvements

legally required by Lake County, the Lake-Sumter MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee.

- C. The Permittee shall provide necessary traffic improvements within and adjacent to the development which are legally required by Lake County, the Lake-Sumter MPO and City of Leesburg.
- D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.
- E. The Permittee shall be responsible for obtaining all necessary legally required Lake County permits and a copy of all permits shall be provided to the City of Leesburg.
- F. The City of Leesburg shall not be responsible for the construction of any roads or transportation improvements.
- G. All roads within the development shall be constructed to meet the City of Leesburg's standards, ARTICLE VII – TECHNICAL STANDARDS, as amended.
 - 1. Should the Permittee (or designee) desire to dedicate the proposed project's internal road system to the City of Leesburg; the Permittee shall demonstrate to the satisfaction of the City of Leesburg that the road system is in suitable condition and meets all City road design requirements.
 - 2. Should the Permittee (or designee) choose to retain the roadways, the Permittee shall establish an appropriate legal entity that shall accept responsibility to pay the cost and perform all services required to maintain the roads and transportation improvements to City of Leesburg codes and standards, as amended. A Homeowners or Property Owners Association, or other such legal entity will be considered acceptable.
- H. Sidewalks shall be provided on both sides of the entrance road(s) and internal roads, and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall contain sidewalks on both sides of each street. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

9. UTILITIES

Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.

- B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new home projects in the city, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.
- C. Developer shall be responsible for the installation of a natural gas water heater and natural gas furnace in eighty percent (80%) of all homes in the development as required by the City of Leesburg Code of Ordinances as amended.
- D. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

10. **STORMWATER/DRAINAGE MANAGEMENT**

All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's or property owners association is an acceptable maintenance entity.
- D. The existing 100-year flood plain on the property shall be shown on all plans and lots.
- E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.

- F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.
- G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.
 - 1. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
 - 2. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

11. WETLANDS, FLOOD ZONES & WILDLIFE

- A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.
- B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.
- C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.
- D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.
- E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.

- F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.
- G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.
- H. A map indicating the location of the 100-year flood plain.
- I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USAGE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-327, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

13. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall be provided at a rate of 200 square feet per residential unit, and shall consist of not less than 16,600 square feet.
- B. Recreational requirements shall include at least one primary active recreation area. Recreation areas may include such uses as a children's playground with equipment, dog park area or gazebo, swimming pool, clubhouse or other amenities as reviewed and approved by staff. The primary recreational facility shall be constructed in conjunction with and completed no later than the completion of 50% of the approved maximum number of residential units.

- C. Credit for recreational space shall be given for areas dedicated to recreational space, to include items such as a clubhouse with recreation room, swimming pool, outdoor cooking facilities such as grills, youth playgrounds, play courts, dog parks or other similar uses which will meet the intent of this document. Other similar uses which will meet the intent of this document may be supplied by the developer.
- D. Active recreational activity space shall be calculated at a rate of 1.25 times for activities such as, but not limited to:
 - 1. Trails, playgrounds, basketball, tennis, handball courts, etc.
 - 2. Community swimming pool, including the deck area surrounding such pools.
 - 3. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreational purposes.
 - 4. Other active recreational activities may be used for credit, subject to approval by the City of Leesburg.

14. MAINTENANCE

- A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A homeowner's association shall serve as an appropriate entity for all common properties within the development.

15. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in these PUD Conditions of Approval, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. Implementation of the project shall substantially commence one-hundred twenty (120) months after approval of this Planned Development. In the event, the conditions of the PUD have not been substantially implemented during the required time period, the City of Leesburg shall have the option of scheduling the PUD, with due notice to the owner and surrounding property owners, for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to another appropriate zoning classification.
- C. As part of the overall development process, if the project is constructed in phases, then plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

16. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.

- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in these PUD Conditions of Approval shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

17. LEVELS OF SERVICE

- A. Levels of Service
 - 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.

18. NOTICE REQUIREMENTS

- A. Agricultural operations are acknowledged to exist in the immediate area of the proposed development contemplated by this document. Section 823.14, F.S., protects existing agricultural operations which may, by their normal operations, potentially create noise or offensive odors. In order to reduce potential conflict and provide information regarding nearby agricultural operations, the developer/builder shall provide, prior to sale of any or all of the land contemplated within this document, a specific notice to each purchaser that agricultural operations are protected under Section 823.14, F.S., for the expressed purpose of eliminating potential complaints regarding such operations from property owners choosing to purchase land in the area of an existing agricultural operation.

EXHIBIT B
(from warranty deed)

LEGAL DESCRIPTION

INSTRUMENT# 2015040227 OR BOOK 4612/PAGE 666 PAGE 6 of 6

EXHIBIT "A"

PARCEL NO. 1

BEGIN 1204.86 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTH 1/2 OF GOVERNMENT LOT 1, IN SECTION 30, TOWNSHIP 19 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, RUN S00°12'00"W 879.20 FEET; THENCE N89°48'00"W 261.36 FEET; THENCE S00°12'00"W 232.00 FEET TO THE ROAD; THENCE SOUTHEASTERLY ALONG SAID ROAD TO THE EAST LINE OF GOVERNMENT LOT 1; THENCE NORTH TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF GOVERNMENT LOT 1; THENCE WEST TO THE POINT OF BEGINNING.

PARCEL NO. 2

THE NORTH 780.00 FEET OF THE WEST 645.00 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA.

PARCEL NO. 3

ALL OF BLOCKS A, H, AND I, AND LOTS 1 THROUGH 8, AND LOTS 17 THROUGH 24, IN BLOCK B. SUNSET PARK SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 48, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL NO. 4

THE SOUTH 498.00 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, LESS THE NORTH 100.00 FEET OF THE SOUTH 498.00 FEET OF THE EAST 180.00 FEET THEREOF.

PARCEL NO. 5

BEGIN AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 25 EAST, OF THE TALLAHASSEE MERIDIAN, LAKE COUNTY, FLORIDA, RUN WEST 675.00 FEET MORE OR LESS TO A POINT 15.00 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 475.30 FEET; THENCE EAST 675.00 FEET, MORE OR LESS TO THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE NORTH 475.30 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 6

THE NORTH 780 FEET OF THE WEST 1/2 OF THE SW 1/4 OF THE NE 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; LESS THE EAST 15 FEET THEREOF, AND ALSO LESS THE WEST 645 FEET THEREOF.

LESS AND EXCEPT:

THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 1048, PAGE 2296, AND IN OFFICIAL RECORDS BOOK 1115, PAGE 569, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

CONCEPTUAL SITE PLAN



EXHIBIT D
To be added

FAÇADE SAMPLES

EXHIBIT E
DARK SKY LIGHTING (Acceptable designs)



TYPICAL DARK SKY LIGHTING FIXTURES



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

DATE: June 23, 2022

OWNER: Casam Investment Properties, LLC
PETITIONER: Dennis Perez, Bellavista Building Group
PROJECT: Sunnyside Oaks Subdivision
REQUEST: Modification to PUD (Planned Unit Development)
CASE NO.: PUD-22-218

GENERAL LOCATION: The property is generally located north of Sunnyside Drive and West of Fern Drive

FUTURE LAND USE DESIGNATION: N/A

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Urban Low Density, City General Commercial; City Low Density Residential
South – Lake County Urban Low Density, Lake County Rural Transition
East – City Low Density Residential
West – Lake County Urban Low Density Residential

PROPOSED FUTURE LAND USE DESIGNATION: N/A

EXISTING ZONING DESIGNATION: PUD (Planned Unit Development)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County R-1(Rural Residential), City R-3 (High Density Residential), City M-1 (Industrial)
South – Lake County R-1(Rural Residential), City R-3 (High Density Residential)
East – Lake County R-1(Rural Residential), City R-2 (Medium Density Residential)
West – Lake County R-1(Rural Residential))

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Vacant and Undeveloped

SURROUNDING LAND USE:

North – Vacant Residential; Single-Family; Auto Sales/Storage
South – Single-Family; Plant Nursery
East – Single-Family
West – Single-Family; Non-Agricultural Acreage

PROPOSED LAND USE: Single Family Residential subdivision

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

DATE: June 3, 2022
OWNER: Casam Investment Properties, LLC
PETITIONER: Dennis Perez, Bellavista Building Group
PROJECT: Sunnyside Oaks Subdivision
REQUEST: Modification to PUD (Planned Unit Development)
CASE NO.: PUD-22-218

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 6/17/22

FIRE

In reference to Case Number PUD-22-218

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 PUD-22-218 is outside the recommended four-minute response time for initial responding fire apparatus. Amanda Stevenson 6/16/22

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

Leesburg Electric Approves. Typical easements on the lots will be required. Easements along the property that fronts Sunnyside and fern drive will also be required. Steve Davis 6/9/22

GAS

Natural gas is available and directed per city ordinance. Thank you, Brandon Smith 6/20/22

GIS

Addressing/GIS has no comment. Mark Medley 6/10/22

BUILDING

No comments received as of 6/17/22

PUBLIC WORKS

Public Works has no issues with this item. Cliff Kelsey 6/13/22

ADDRESSING

Addressing/GIS has no comment. Mark Medley 6/10/22

ECONOMIC DEVELOPMENT

No comments received as of 6/17/22

LAKE COUNTY PUBLIC WORKS

Lake County Public Works comment letter is attached. Please let me know if you have any questions.
Thanks, Seth Lynch 6/17/22

LAKE COUNTY SCHOOLS

The Sunnyside Oaks subdivision project is subject to school concurrency review. Proportionate share mitigation may be required at time of submittal. I have attached the analysis with the project and the assigned schools for the project. Thanks, Helen LaValley 6/16/22

PUBLIC RESPONSES

Approval

No comments received as of 6/17/22

Disapproval

1 disapproval 1 with comments

No comment

No comments received as of 6/17/22

Undecided

1 undecided 1 with comments

Notice of Appearance filed: 1

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

PUBLIC COMMENTS (UNDECIDED)

Desiree Kalarovich - I wish to have more information regarding traffic and overall infrastructure for this plan. I am not opposed but as a business owner on Sunnyside would like a copy of the development plan and traffic as well as time frames that may interrupt business and resident safety. (Unsure – need more info.)

Emily Devitt – We already have issues w/traffic now. Adding this will overcrowd the road. We do not have sidewalks or any drainage. This subdivision could cause our yards & homes to flood. Our streets are poorly maintained.



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

DATE: June 23, 2022
OWNER: Casam Investment Properties, LLC
PETITIONER: Dennis Perez, Bellavista Building Group
PROJECT: Sunnyside Oaks Subdivision
REQUEST: Modification to PUD (Planned Unit Development) to replace 208 townhomes with 83 detached Single-Family Units
CASE NO.: PUD-22-218

THE PLANNING & ZONING DIVISION RECOMMENDS:

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

1. The proposed request is compatible with the current surrounding zoning districts of Lake County R-1 (Rural Residential), and City of Leesburg R-2 (Medium Density Residential) and City of Leesburg R-3 (High Density Residential).
2. The proposed modification of the PUD (Planned Unit Development) is compatible with the existing City Future Land Use designation of Low Density Residential.
3. The proposed modification does not appear to create a detriment to surrounding properties.

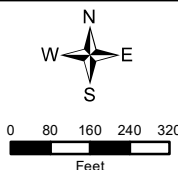
Action Requested:

1. Vote to approve staff's recommendation to rezone the subject property from City of Leesburg PUD (Planned Unit Development) to City of Leesburg PUD (Planned Unit Development) to allow for 83 detached Single-Family Units and forward the recommendation to the City Commission for consideration.

Aerial

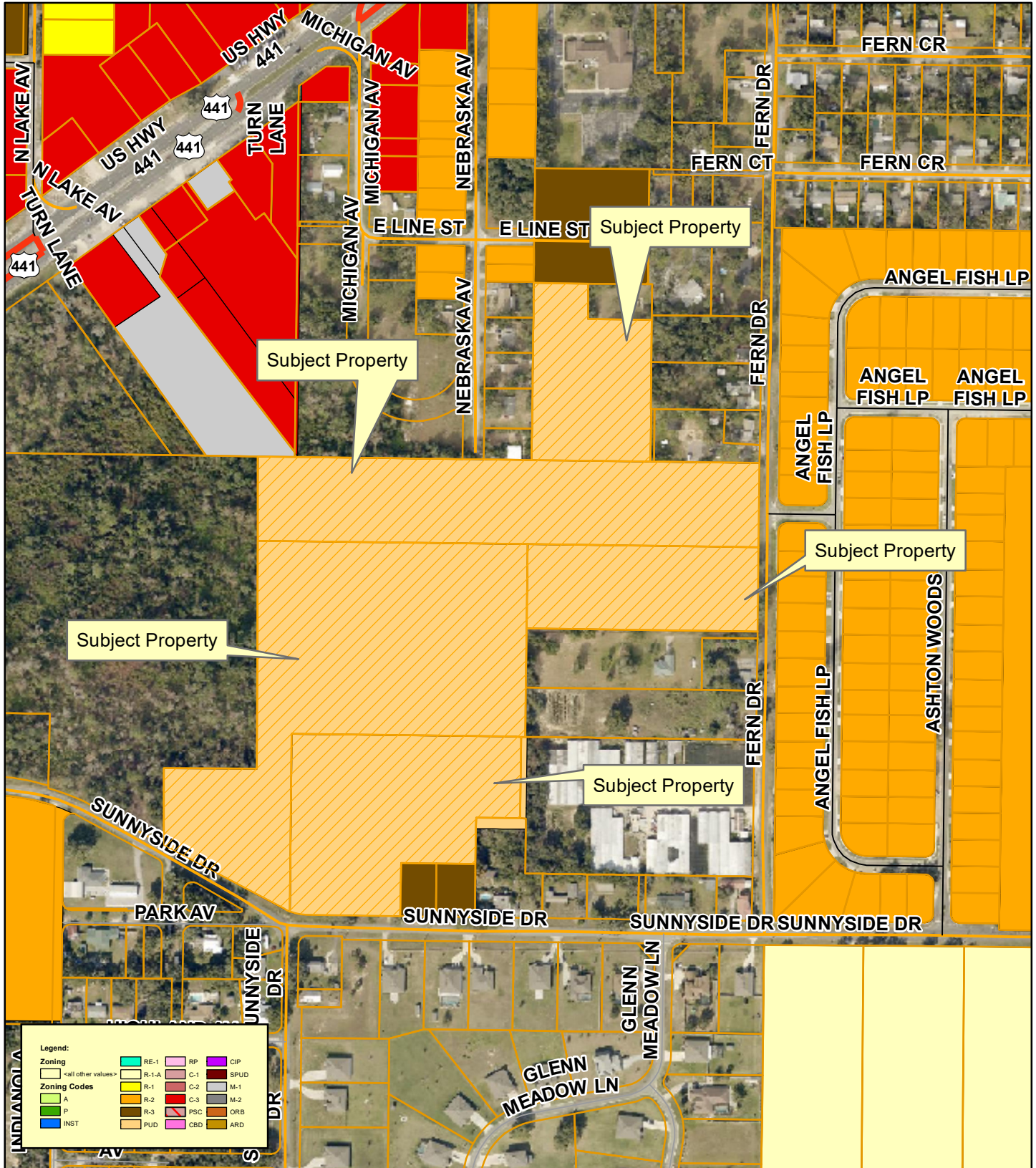


**Planning
& Zoning
Division**

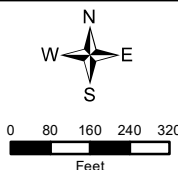


PUD-22-218
 Sunnyside Oaks Subdivision
 AK # 1207673, 2856971, 1207665, 1301602, 2802189
 Section 30, Township 19 South, Range 25 East
 June 23, 2022

Zoning

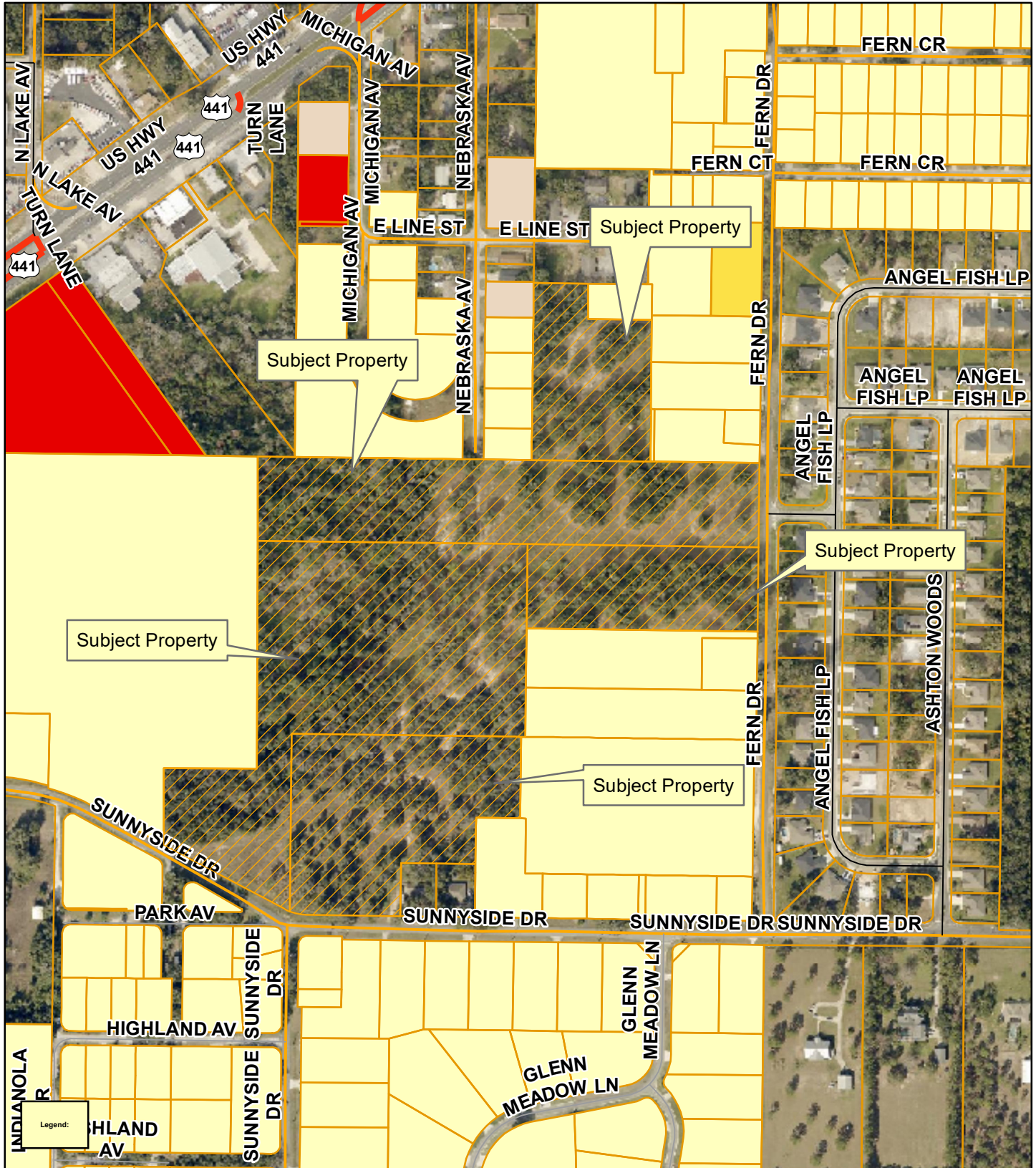


**Planning
& Zoning
Division**

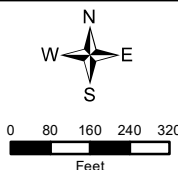


PUD-22-218
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AK # 1207673, 2856971, 1207665, 1301602, 2802189
Section 30, Township 19 South, Range 25 East
June 23, 2022

Lake County Zoning

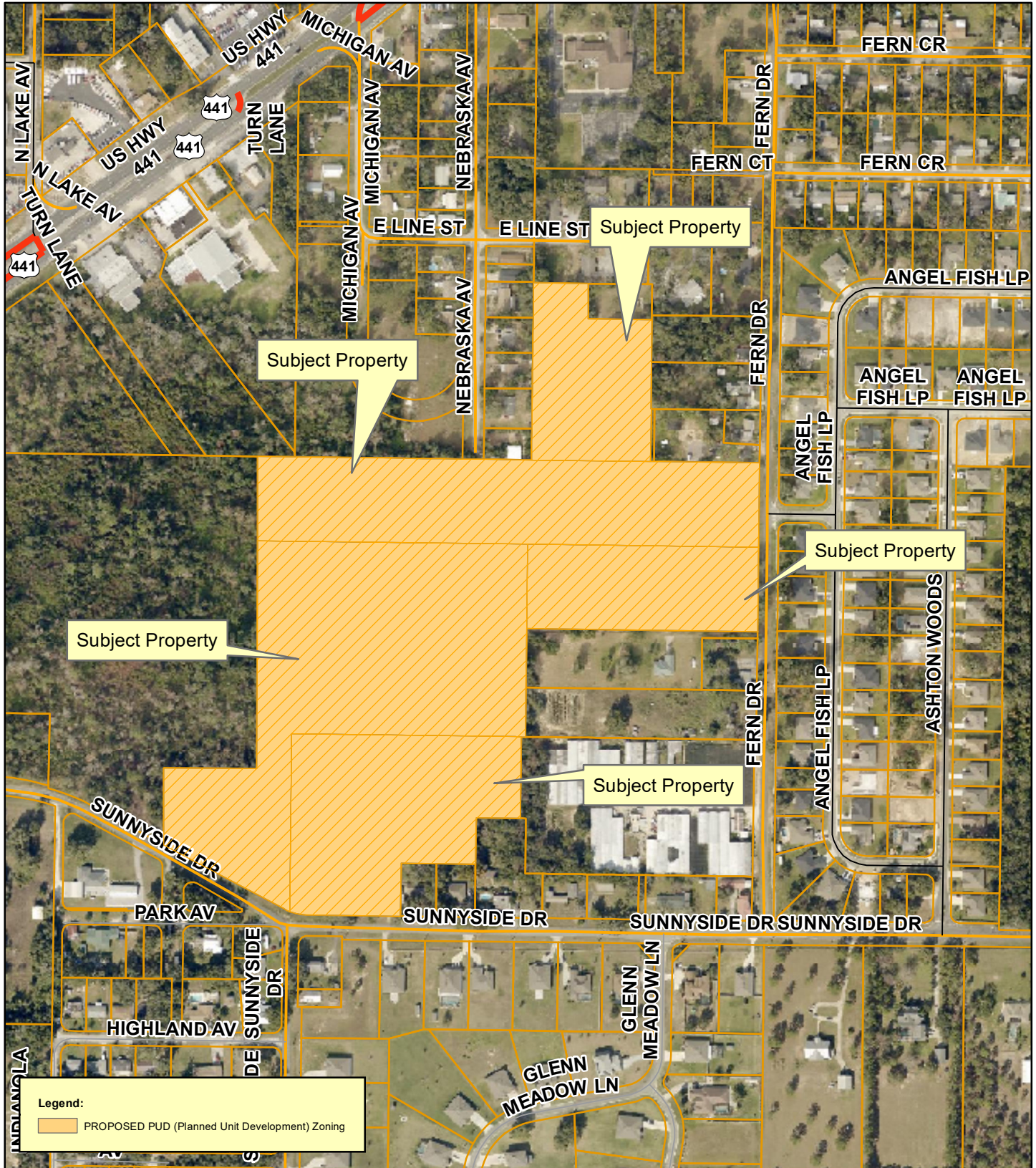


**Planning
& Zoning
Division**

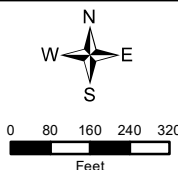


PUD-22-218
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PROPOSED PUD Zoning

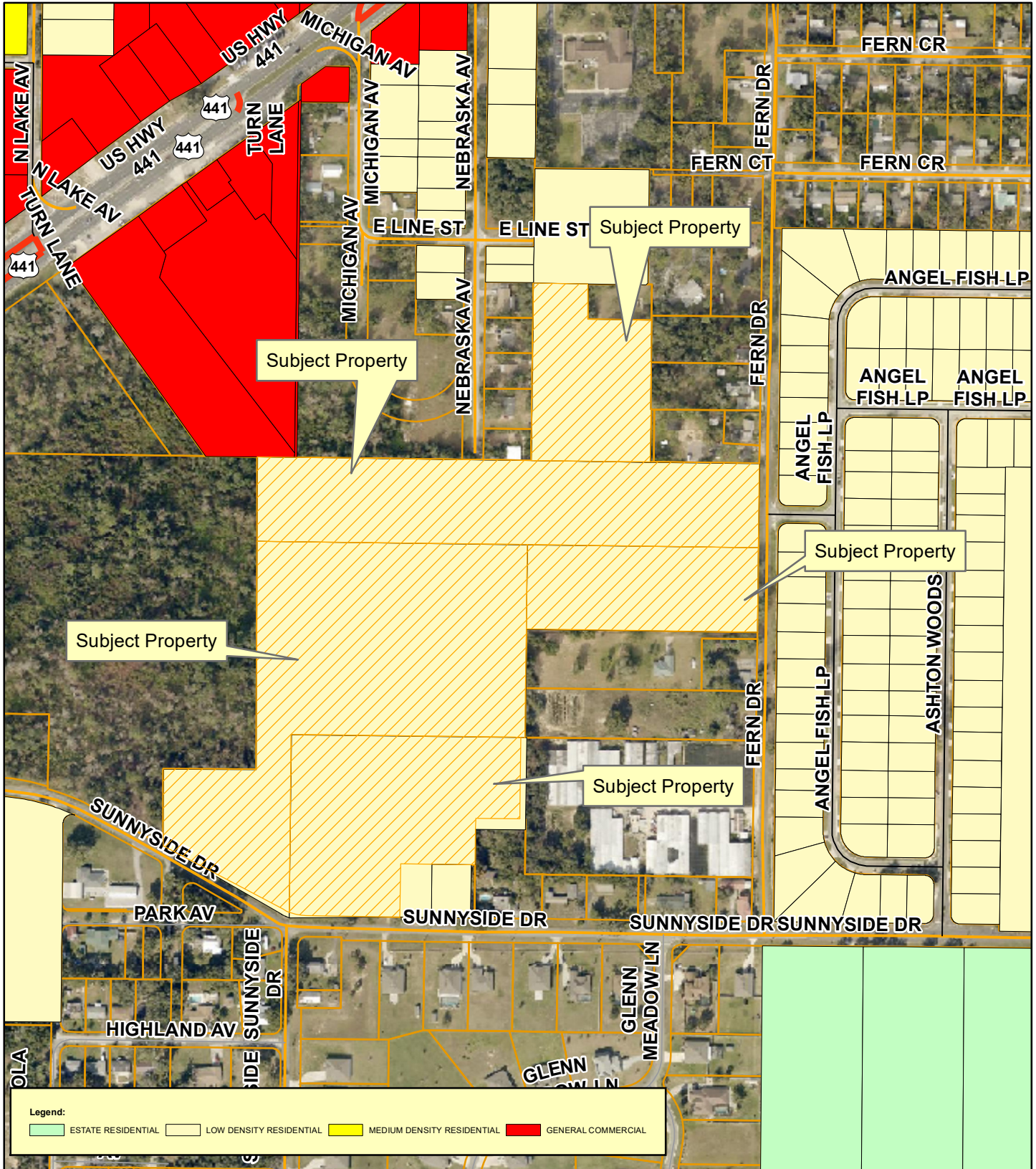


**Planning
& Zoning
Division**

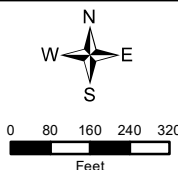


PUD-22-218
Sunnyside Oaks Subdivision
AK # 1207673, 2856971, 1207665, 1301602, 2802189
Section 30, Township 19 South, Range 25 East
June 23, 2022

Future Land Use



**Planning
& Zoning
Division**

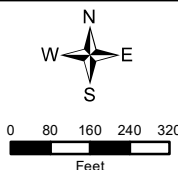


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Sunnyside Oaks Subdivision
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Section 30, Township 19 South, Range 25 East
June 23, 2022

Lake County Future Land Use



**Planning
& Zoning
Division**

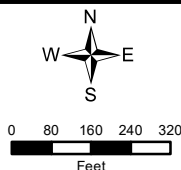


PUD-22-218
Sunnyside Oaks Subdivision
AK # 1207673, 2856971, 1207665, 1301602, 2802189
Section 30, Township 19 South, Range 25 East
June 23, 2022

Surrounding Land Use

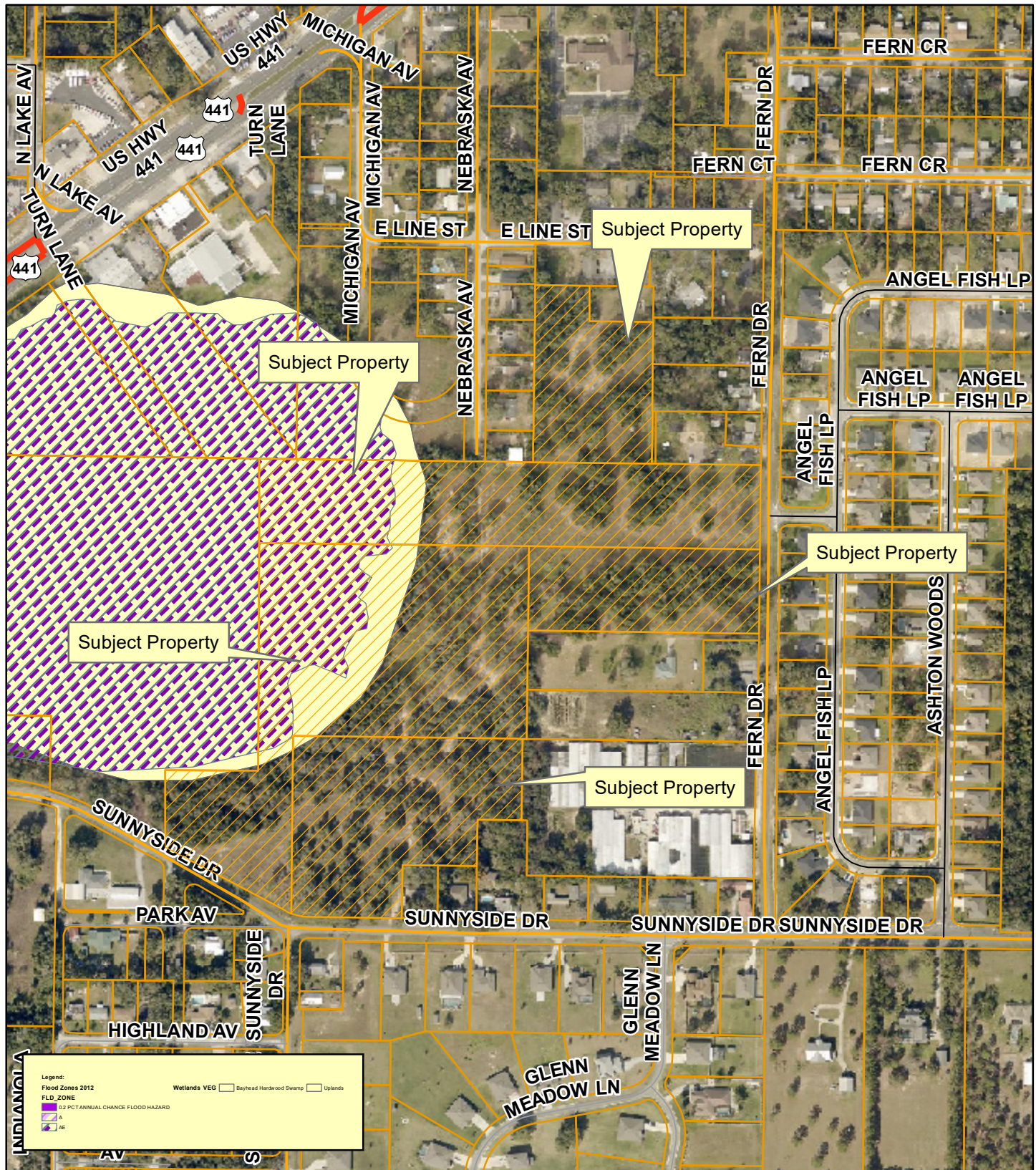


**Planning
& Zoning
Division**

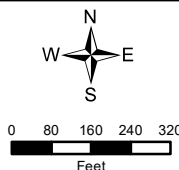


PUD-22-218
Sunnyside Oaks Subdivision
AK # 1207673, 2856971, 1207665, 1301602, 2802189
Section 30, Township 19 South, Range 25 East
June 23, 2022

Wetlands and Flood Zones

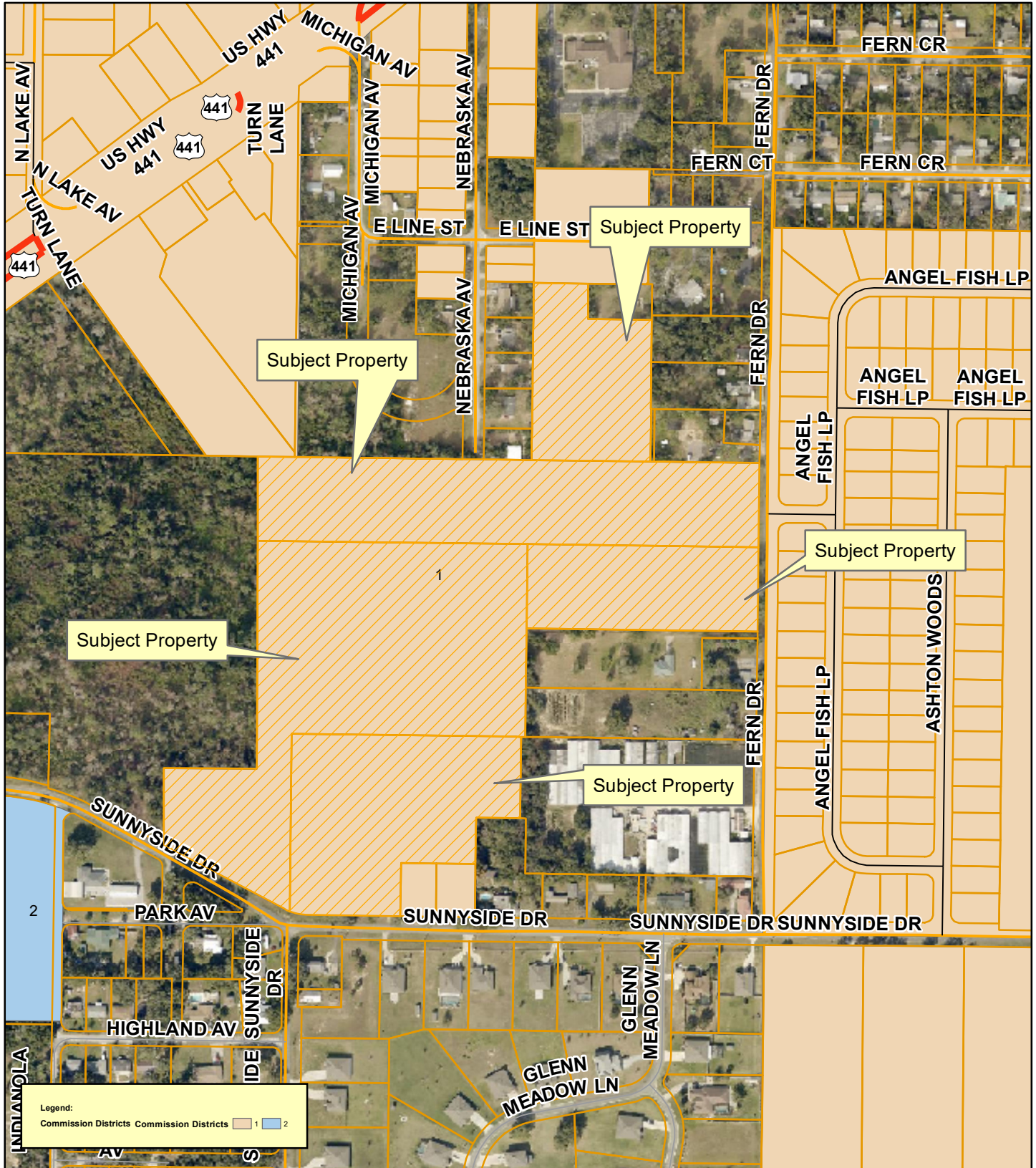


**Planning
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Division**

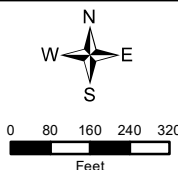


PUD-22-218
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Section 30, Township 19 South, Range 25 East
June 23, 2022

Commission District

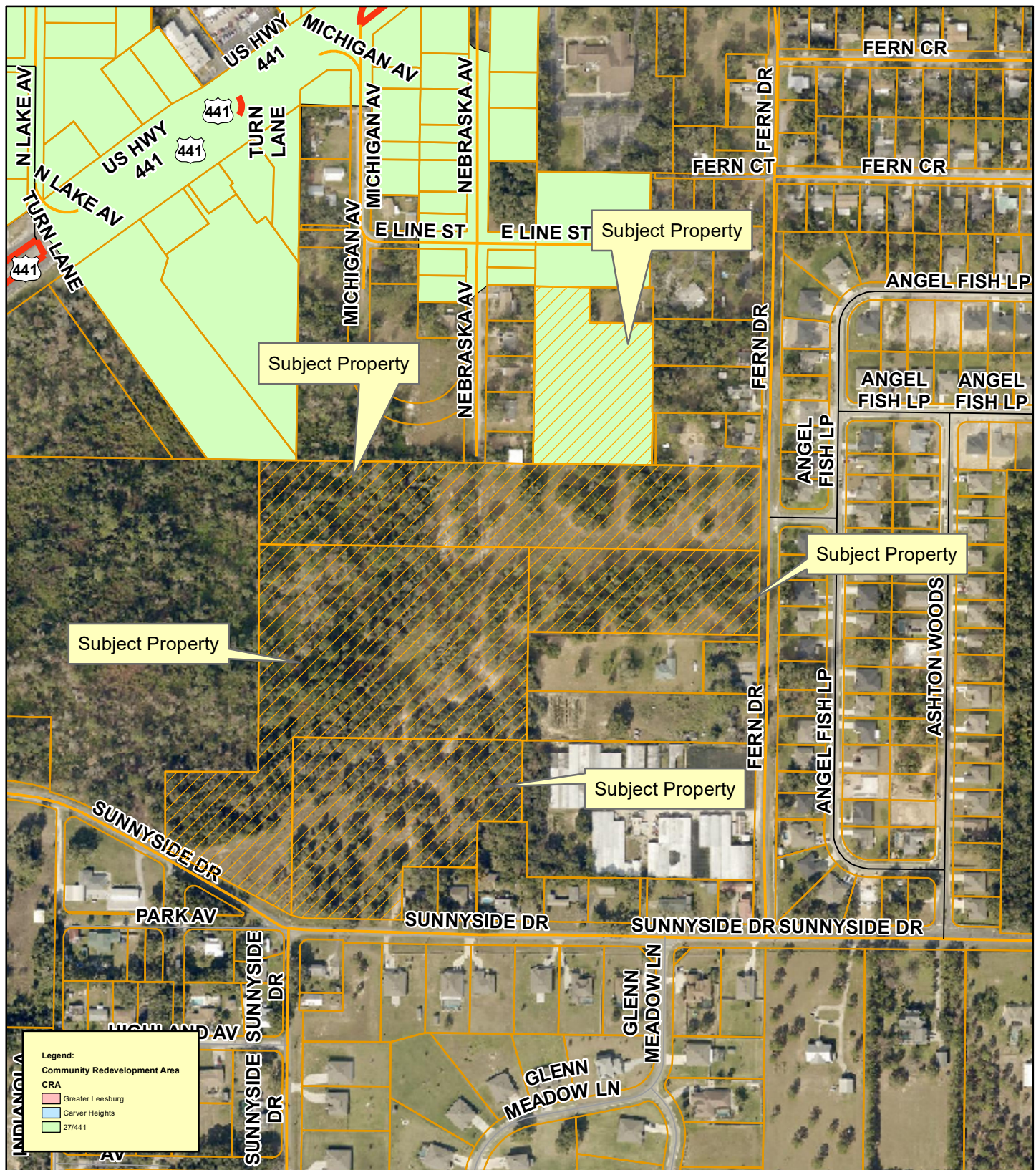


**Planning
& Zoning
Division**

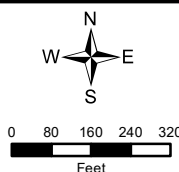


PUD-22-218
Sunnyside Oaks Subdivision
AK # 1207673, 2856971, 1207665, 1301602, 2802189
Section 30, Township 19 South, Range 25 East
June 23, 2022

Community Redevelopment Area



Planning & Zoning Division



PUD-22-218
Sunnyside Oaks Subdivision
AK # 1207673, 2856971, 1207665, 1301602, 2802189
Section 30, Township 19 South, Range 25 East
June 23, 2022

FUTURE LAND USE: R.T.
ZONING: PD
EXISTING USE: VILLAGE AT LAKE POINT

FUTURE LAND USE: R.T.
ZONING: PD
EXISTING USE: VILLAGE AT LAKE POINT

SLEEPY HOLLOW RD. (65' ROW)

FUTURE LAND USE: URBAN MEDIUM
ZONING: R-1
EXISTING USE: SINGLE-FAMILY

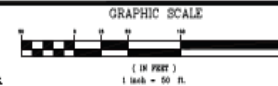
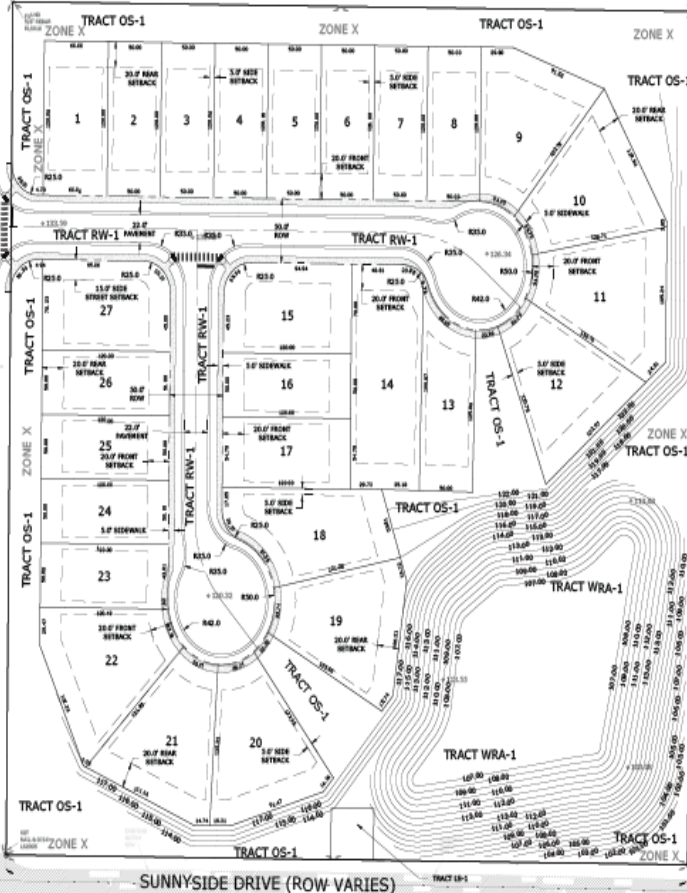
FUTURE LAND USE: URBAN MEDIUM
ZONING: R-1
EXISTING USE: SINGLE-FAMILY

FUTURE LAND USE: URBAN MEDIUM DENSITY
ZONING: R-1
EXISTING USE: SINGLE-FAMILY

FUTURE LAND USE: RURAL TRANSITION
ZONING: R-1
EXISTING USE: SINGLE-FAMILY

FUTURE LAND USE: RURAL TRANSITION
ZONING: R-1
EXISTING USE: SINGLE-FAMILY

FUTURE LAND USE: RURAL TRANSITION
ZONING: R-1
EXISTING USE: VACANT



SITE DATA:

Parcel Air Key #1: 1207240; 1207162
Property Existing FLU: Rural Transition
Property Existing Zoning: R-1
Property Proposed FLU: RUD
Property Proposed Zoning: RUD
Gross Land Area: 9.74 acres
Lake/Wetland Area: 0.00 acres
Net Developable Area: 9.74 acres
Stormwater Management Area: 1.13 acres
Right-of-Way Area: 1.09 acres
Right-of-Way Dedication: 0.00 acres
Open Space Tracts: 2.49 acres
Proposed Residential Units: 27 Single-Family Detached Lots
Max. Allowable Density: 4.00 dwelling units/Net Developable Acre
Net Residential Density: 2.77 dwelling units/Net Developable Acre
Minimum Living Area: 1,000 sqft. (Heated/Cooled space)
Maximum Building Height: Two Stories, 35'
Minimum Lot Width: 30'
Minimum Lot Area: 6,000 sqft.
Maximum Lot Coverage: 20%
Minimum Open Space %: 30% (Gross Developable Area/Required by PD)
Setbacks:
Front: 20' (including front porch); 20' garage
Side: 5.0'
Side Street: 15'
Rear: 20'
Open Space Requirements:
Open Space 30% of (Gross Area)
3.74 ac. * .30 = 2.92 acres (required)
Open Space Provided:
Tract WRA-1: 1.13 acres
Tract OS-1: 2.49 acres
Total: 3.62 acres (2.92 required)
Additional Notes:
1. Billboards and pole signs shall be prohibited.
2. There is proposed 100 yr. Flood Plain encroachment.
3. The community is not gated.
4. A Homeowner's Association will be created for maintenance and ownership of common area tracts as reflected in the tract table.
5. Fire Protection will be provided by City of Leesburg in accordance with the 2017 Florida Fire Prevention Code.
Off-Street Parking:
Required Parking:
2.0 spaces/Unit (for Single-Family Residences); (27 units x 2.0 spaces/unit) = 54
Total Required Parking: 54 spaces
Provided Parking: 54 spaces
2 Garage Spaces per Unit: 54 spaces
2 Driveway Spaces per Unit: 54 spaces
Total Parking Provided: 108 spaces
Paving:
This project is a single phase development.
Traffic:
Single-Family Residential: 27 d.u. * 9.78 trip/d.u. = 264 A.D.T.
Single-Family Residential: 27 d.u. * 0.99 trip/d.u. = 27 P.M. Peak Trips
Stormwater Management:
The project will meet the requirements of the City of Leesburg Engineering Manual and the St. Johns River Water Management District.
School Age Population:
27 d.u. * 470 children/unit = 13 children
Needed Fire Flow (NFF): (Based on FPPC 2017 Edition Chapter 10 & Annex I)
Single-Family (less than 5,000 sqft.): 1,000 gpm
Single-Family (more than 5,000 sqft.): Per 2017 FPPC
Water, Sewer, and Solid Waste Demand:
Water Demand:
27 Units * 150 gallons/day = 9,450 gallons/day
Sewer Demand:
27 Units * 100 gallons/day = 8,100 gallons/day
Solid Waste Demand:
27 Units * 2.6 persons/unit * 4.3 lb./person/day = 302 Lb/day



G I SUMMITT
ENGINEERING INC.
Office: Lake Mary
3667 Simonton Place
Lake Mary, Florida 32746
Phone: 407-323-0705
Fax: 407-992-8650
www.GISummit.com

H2O Development, LLC
204 W Burleigh Blvd.

Tavares, FL 32778

Sleepy Hollow Subdivision
Planned Unit Development
City of Leesburg, Florida

Final Master Plan
Planned Unit Development

Overall Site
Plan

Plans not valid unless signed,
dated and sealed below:
GEOFFREY L. SUMMITT, P.E.
Date: March 20, 2022
Professional Seal No. 12575
Certificate of Authorization #29095

Revisions

NO.	DATE	DESCRIPTION
1	03/20/22	Revised Master Plan PD Submittal
2	03/20/22	Revised Master Plan PD Submittal
3	03/20/22	Revised Master Plan PD Submittal
4	03/20/22	Revised Master Plan PD Submittal
5	03/20/22	Revised Master Plan PD Submittal
6	03/20/22	Revised Master Plan PD Submittal
7	03/20/22	Revised Master Plan PD Submittal
8	03/20/22	Revised Master Plan PD Submittal
9	03/20/22	Revised Master Plan PD Submittal
10	03/20/22	Revised Master Plan PD Submittal

SHEET NUMBER

5 OF 7

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.3.

Meeting Date: July 25, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida annexing certain real property consisting of approximately 9.74 +/- acres; and being generally located east of Sleepy Hollow Road and north of Sunnyside Drive, lying in Section 29, Township 19 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 1; and providing an effective date. (Frazier's Sleepy Hollow)

Staff Recommendation:

The Planning and Zoning staff recommends approval of the proposed ordinance for annexation of the Frazier's Sleepy Hollow.

Analysis:

The applicant has submitted a request for annexation of approximately 9.74 +/- acres, which is generally located east of Sleepy Hollow Road and north of Sunnyside Drive, as shown on the attached General Location Map. At this time, the property is undisturbed acreage. The current zoning is Lake County R-1 (Rural Residential); the proposed zoning is City PUD (Planned Unit Development). The reason for this request is to attain water and sewer service for the construction of a single family subdivision.

The property is surrounded by Lake County R-1 (Rural Residential), Lake County R-3 (Medium Residential District), and City R-1-A (Single-Family Residential). 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 Small-Scale Comprehensive Plan Amendment, which, along with the Planned Unit Development rezoning application, received recommendations for approval from the staff and Planning Commission at the public hearing held on June 23, 2022 by a vote of 6-0.

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, the collection of impact fees and utility service charges.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 9.74 +/- ACRES; AND BEING GENERALLY LOCATED EAST OF SLEEPY HOLLOW ROAD AND NORTH OF SUNNYSIDE DRIVE, LYING IN SECTION 29, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 1; AND PROVIDING AN EFFECTIVE DATE. (FRAZIER'S SLEEPY HOLLOW)

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 Geoffrey L Summitt for GL Summitt Engineering, Inc. for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

(Legal Description)
(See Exhibit A);

Section 2.

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

territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed is hereby assigned to City Commission District 1;

Section 3.

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

Section 4.

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

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

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Sleepy Hollow Legal Description:

PARCEL 1

The West 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 25 East, Lake County, Florida, LESS the West 25 feet thereof.

PARCEL 2

The East 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 25 East, Lake County, Florida. CONTAINS 424,262 SQUARE FEET = 9.740 ACRES

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

DATE: June 23, 2022
OWNER: Vivaloria Frazier and Beryl McClary
PETITIONER: Geoff Summitt, G. L. Summitt Engineering, Inc.
PROJECT: Frazier's Sleepy Hollow
REQUEST: Small Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD (Planned Unit Development)
CASE NO.: SSCP 22-220; PUD-21-221

GENERAL LOCATION: The property is generally located east of Sleepy Hollow Road and north of Sunnyside Drive.

FUTURE LAND USE DESIGNATION: Lake County Rural Transition

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Urban Low Density
South – Lake County Rural Transition
East – Lake County Urban Low Density; Lake County Rural Transition
West – City of Leesburg Estate Residential

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County R-1 (Rural Residential)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County R-1 (Rural Residential)
South – Lake County R-1 (Rural Residential)
East – Lake County R-1 (Rural Residential); Lake County R-3 (Medium Residential District)
West – City of Leesburg R-1-A (Single Family Residential)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

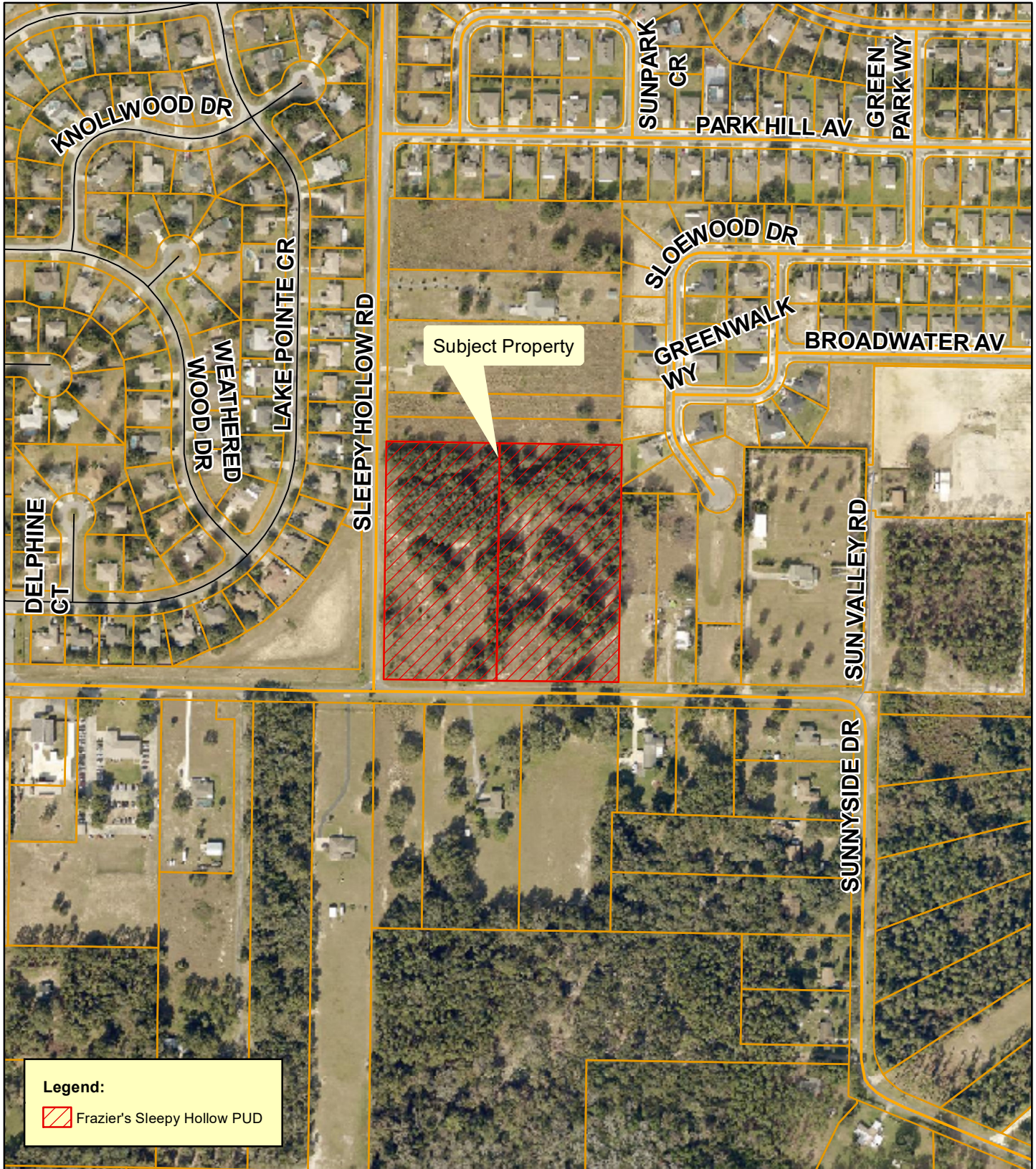
EXISTING LAND USE: Undisturbed acreage

SURROUNDING LAND USE:

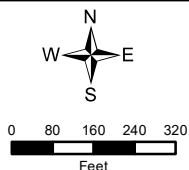
North – Residential
South – Residential
East – Residential
West – Residential subdivision

PROPOSED LAND USE: Residential subdivision

Aerial



**Planning
& Zoning
Division**

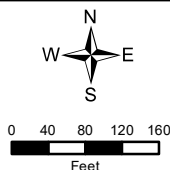


Frazier's Sleepy Hollow Planned Unit Development
Sleepy Hollow Road and Sunnyside Drive
AK#: 1507162, 1207240
Section 29, Township 19 South, Range 25 East
May 25, 2022

Surrounding Land Uses

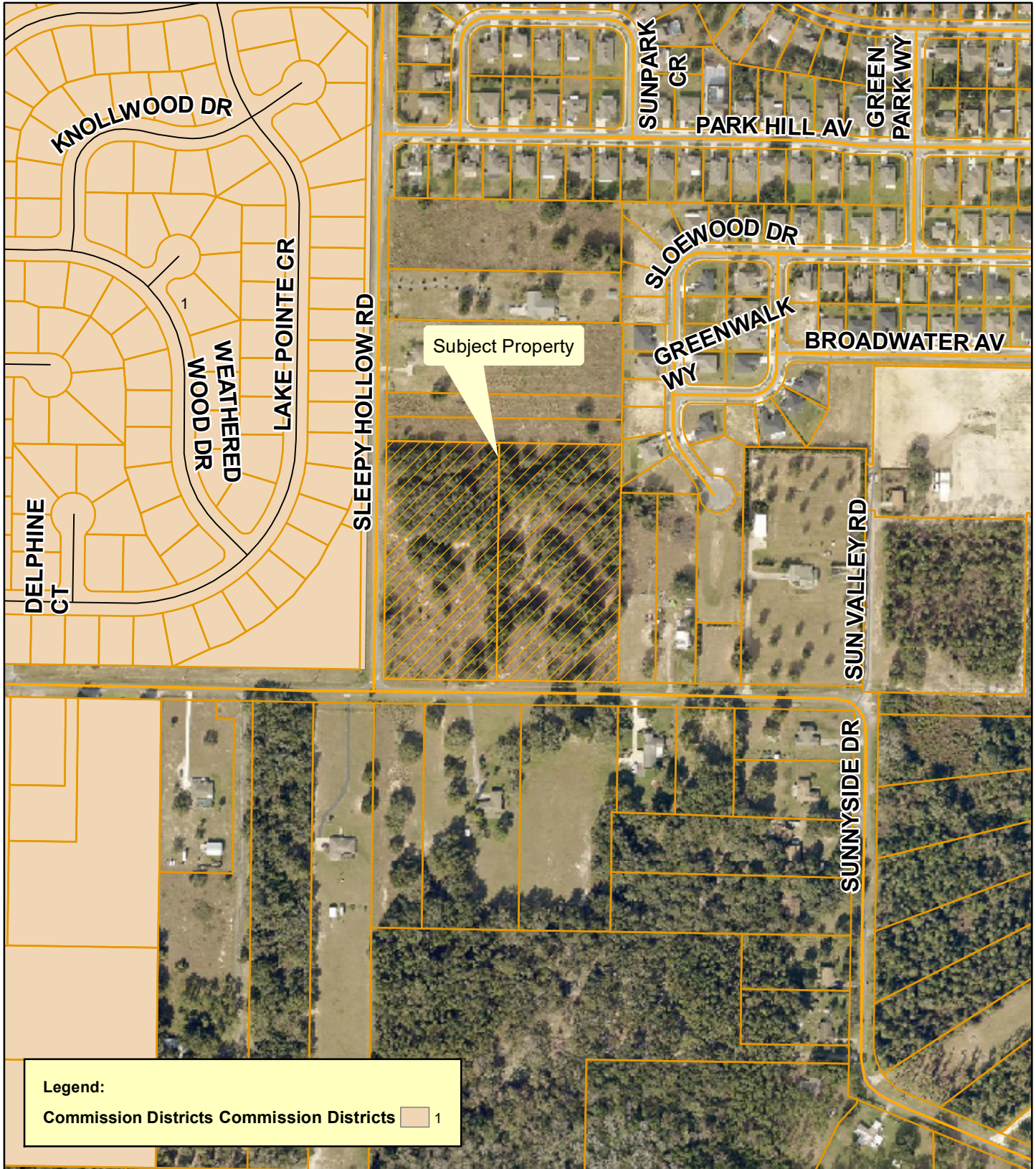


**Planning
& Zoning
Division**

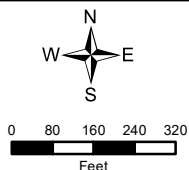


Frazier's Sleepy Hollow Planned Unit Development
Sleepy Hollow Road and Sunnyside Drive
AK#: 1507162, 1207240
Section 29, Township 19 South, Range 25 East
May 25, 2022

Commission District

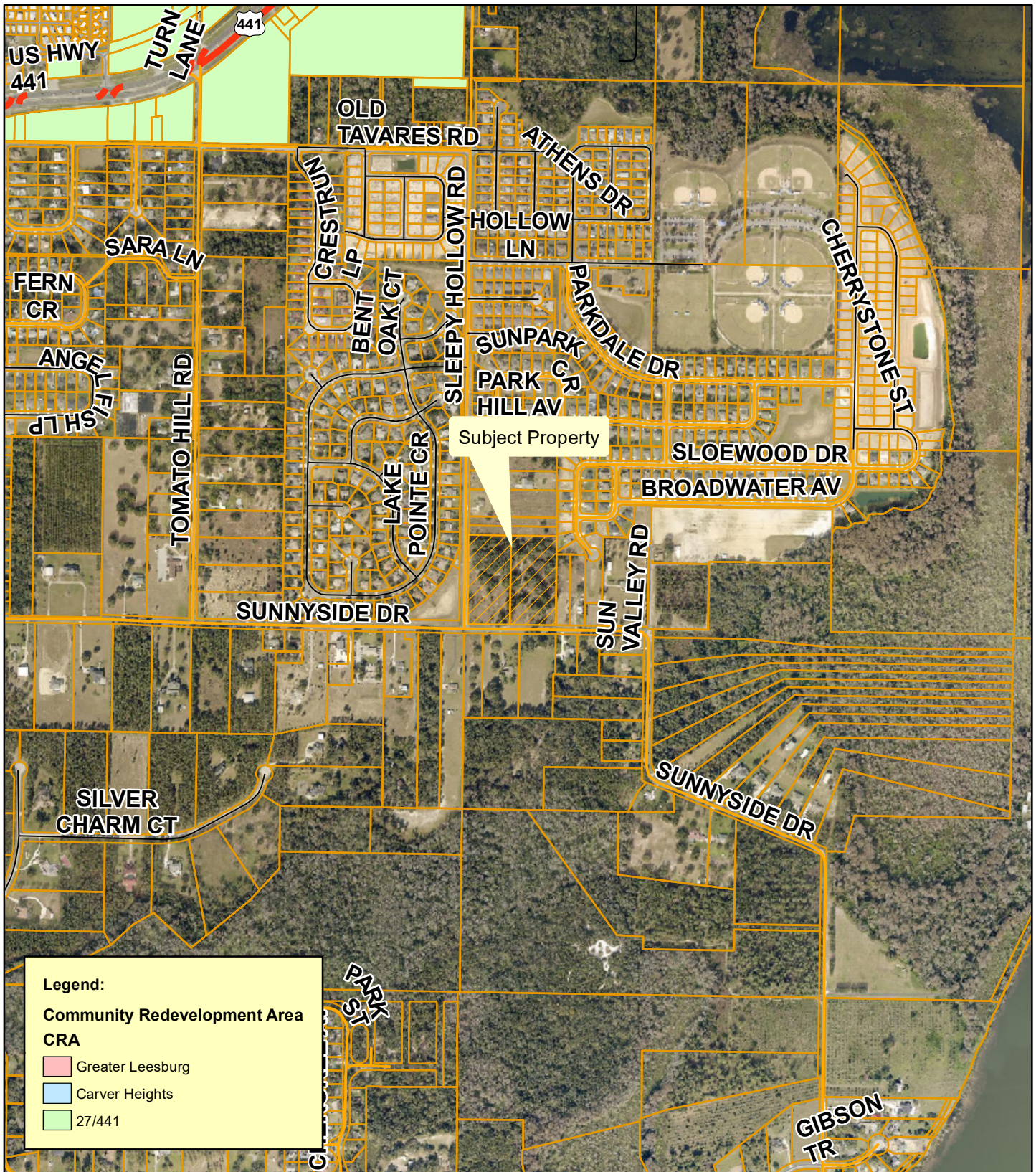


**Planning
& Zoning
Division**

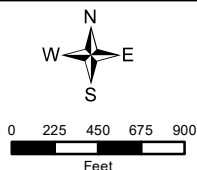


Frazier's Sleepy Hollow Planned Unit Development
 Sleepy Hollow Road and Sunnyside Drive
 AK#: 1507162, 1207240
 Section 29, Township 19 South, Range 25 East
 May 25, 2022

Community Redevelopment Area



**Planning
& Zoning
Division**



Frazier's Sleepy Hollow Planned Unit Development
Sleepy Hollow Road and Sunnyside Drive
AK#: 1507162, 1207240
Section 29, Township 19 South, Range 25 East
May 25, 2022

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.4.

Meeting Date: July 25, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map designation of certain property containing 9.74 +/- acres from Lake County Rural Transition to City of Leesburg Estate Residential, for a property generally located east of Sleepy Hollow Road and north of Sunnyside Drive as legally described in Section 29, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Frazier's Sleepy Hollow SSCP)

Staff Recommendation:

The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed small-scale comp plan amendment to the City's Future Land Use Map on 9.74 +/- acres from Lake County Rural Transition to City of Leesburg Estate Residential.

Analysis:

The project site is approximately 9.74 acres. The property is generally located east of Sleepy Hollow Road and north of Sunnyside Drive. Currently, the property is undisturbed acreage. The proposed use is for a single-family residential subdivision. The surrounding Future Land Use Map designations of Lake County Urban Low Density, Lake County Rural Transition; and City of Leesburg Estate Residential 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.

The Planning Commission held a public hearing on the application on June 23, 2022 and recommended approval by a vote of 6-0.

Procurement Analysis:

N/A

Options:

1. Approve the requested small-scale comprehensive plan amendment from Lake County Rural Transition to City of Leesburg Estate Residential; or

2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 9.74 +/- ACRES FROM LAKE COUNTY RURAL TRANSITION TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED EAST OF SLEEPY HOLLOW ROAD AND NORTH OF SUNNYSIDE DRIVE AS LEGALLY DESCRIBED IN SECTION 29, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (FRAZIER'S SLEEPY HOLLOW 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 9.74 acres of land generally located east of Sleepy Hollow road and north of Sunnyside Drive from Lake County Rural Transition to City of Leesburg Estate Residential, as shown on the revised map of said area, lying in Section 29, Township 19 South, Range 25 East, Lake County, Florida;

Section 2.

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

Section 3.

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

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

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Sleepy Hollow Legal Description:

PARCEL 1

The West 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 25 East, Lake County, Florida, LESS the West 25 feet thereof.

PARCEL 2

The East 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 25 East, Lake County, Florida. CONTAINS 424,262 SQUARE FEET = 9.740 ACRES



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

DATE: June 23, 2022
OWNER: Vivaloria Frazier and Beryl McClary
PETITIONER: Geoff Summitt, G. L. Summitt Engineering, Inc.
PROJECT: Frazier's Sleepy Hollow
REQUEST: Small Scale Comprehensive Plan Amendment to Estate Residential
CASE NO.: SSCP 22-220

THE PLANNING & ZONING DIVISION RECOMMENDS:

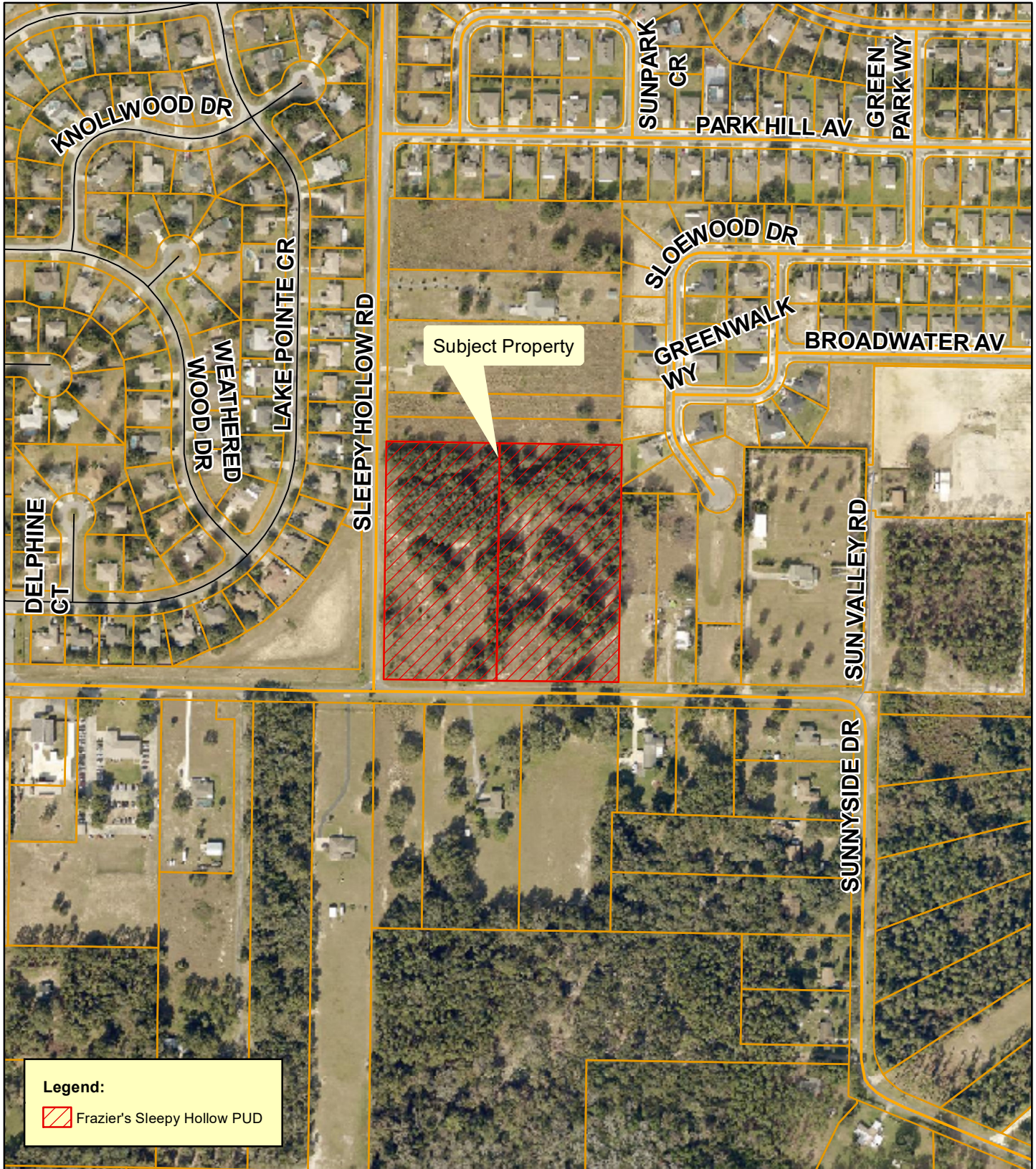
APPROVAL of this request for the following reason(s):

1. This project meets the requirements of Chapter 163.3187(1)(c) Florida Statutes, for Small Scale Comprehensive Plan Amendments.
2. The proposed Future Land Use Designation of Estate Residential is compatible with the current surrounding Future Land Use categories of Lake County Urban Low Density, Lake County Rural Transition, and City of Leesburg Estate Residential.
2. The proposed Future Land Use Designation of City Estate Residential is compatible with the proposed zoning City PUD (Planned Unit Development), and does not appear to create a detriment to the adjacent zoning districts of Lake County R-1 (Rural Residential), Lake County R-3 (Medium Density District) and City of Leesburg R-1-A (Single Family Residential).
3. The proposed Future Land Use Designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

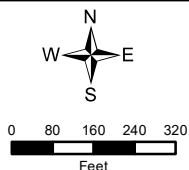
Action Requested:

1. Vote to approve staff's recommendation to rezone the subject property from Lake County Rural Transition to City of Leesburg Estate Residential and forward to the City Commission for consideration.

Aerial

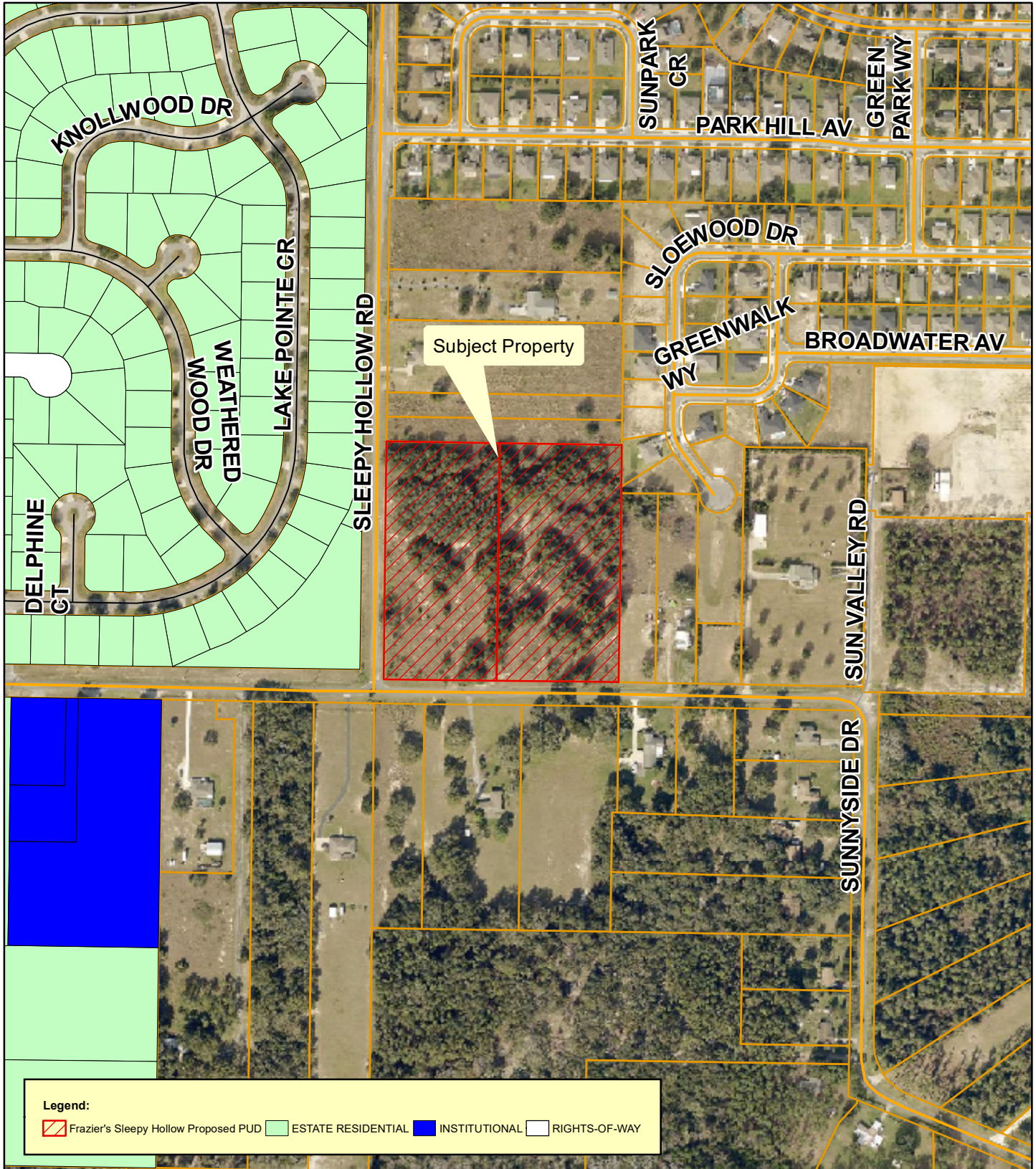


**Planning
& Zoning
Division**

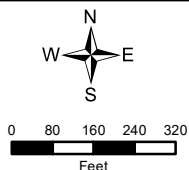


Frazier's Sleepy Hollow Planned Unit Development
Sleepy Hollow Road and Sunnyside Drive
AK#: 1507162, 1207240
Section 29, Township 19 South, Range 25 East
May 25, 2022

Future Land Use

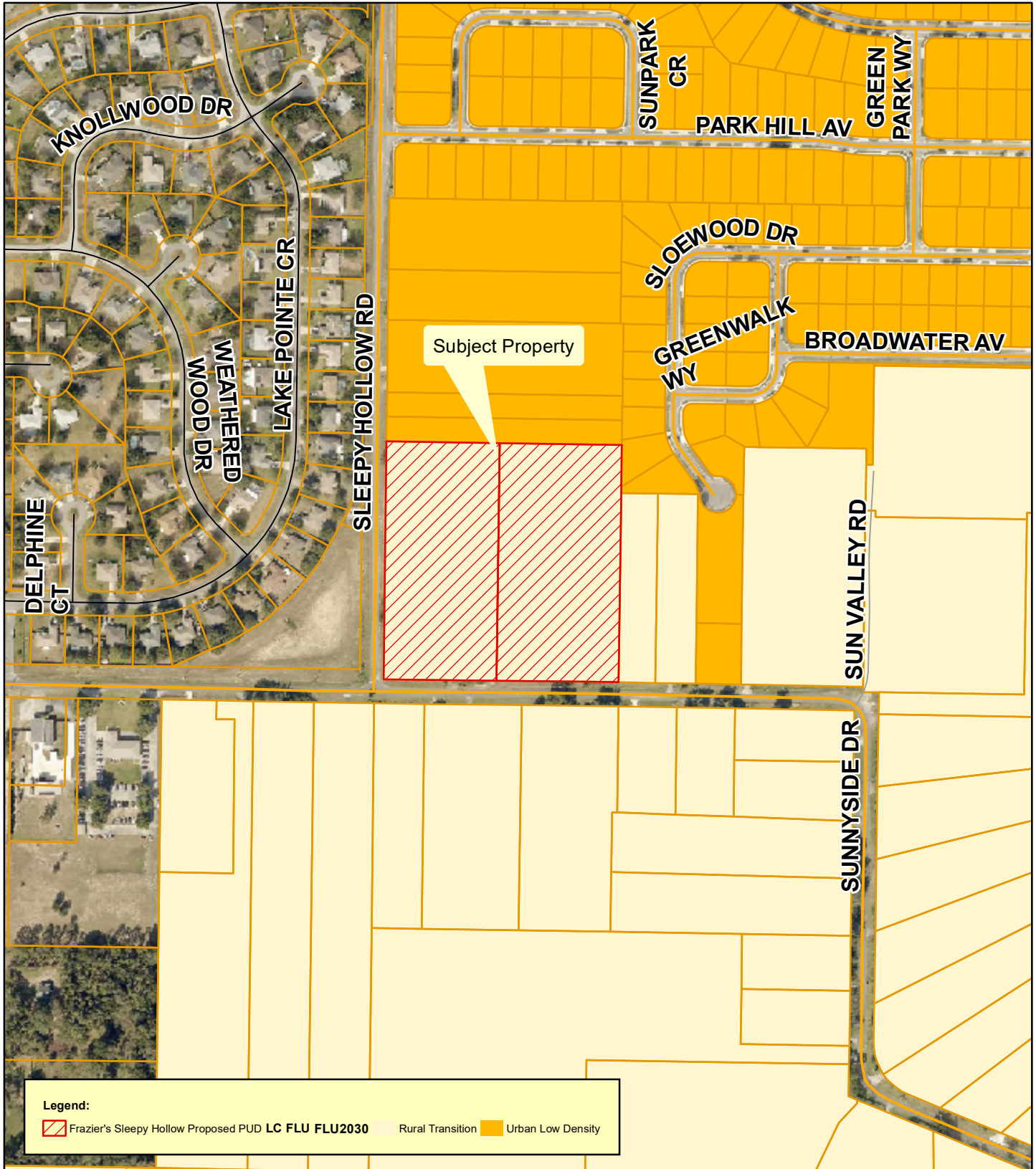


**Planning
& Zoning
Division**

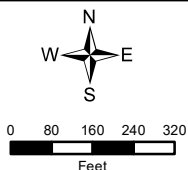


Frazier's Sleepy Hollow Planned Unit Development
Sleepy Hollow Road and Sunnyside Drive
AK#: 1507162, 1207240
Section 29, Township 19 South, Range 25 East
May 25, 2022

Lake County Future Land Use

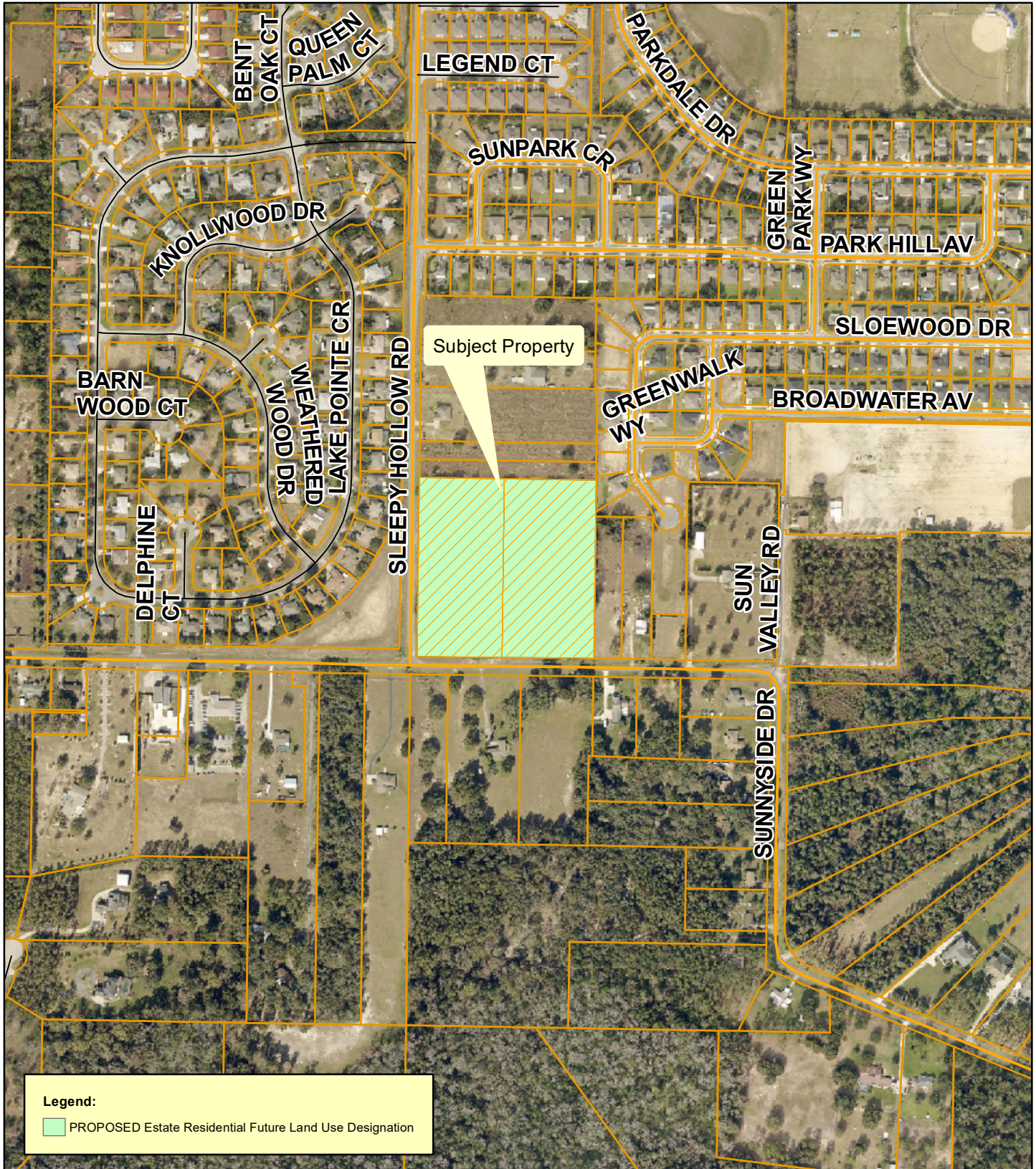


**Planning
& Zoning
Division**

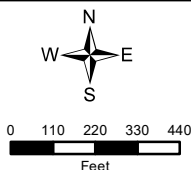


Frazier's Sleepy Hollow Planned Unit Development
Sleepy Hollow Road and Sunnyside Drive
AK#: 1507162, 1207240
Section 29, Township 19 South, Range 25 East
May 25, 2022

PROPOSED Future Land Use



**Planning
& Zoning
Division**



Frazier's Sleepy Hollow Planned Unit Development
Sleepy Hollow Road and Sunnyside Drive
AK#: 1507162, 1207240
Section 29, Township 19 South, Range 25 East
May 25, 2022

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.5.

Meeting Date: July 25, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida changing the zoning on approximately 9.74 +/- acres from Lake County R-1 (Rural Residential) to City of Leesburg PUD (Planned Unit Development) to allow a single-family residential development for a property generally located east of Sleepy Hollow Road and north of Sunnyside Drive, as legally described in Section 29, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Frazier's Sleepy Hollow)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County R-1 (Rural Residential) to City of Leesburg PUD (Planned Unit Development) to allow for single-family residential development.

Analysis:

The project site is approximately 9.74 +/- acres, and is generally located east of Sleepy Hollow Road and north of Sunnyside Drive as shown on the attached maps. At this time, the property is undisturbed acreage. The proposal will allow for a single-family residential development. The existing land uses surrounding the property are residential. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on June 23, 2022 and recommended approval by a vote of 6-0.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

Future development of this site will create a substantial positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA CHANGING THE ZONING ON APPROXIMATELY 9.74 +/- ACRES FROM LAKE COUNTY R-1 (RURAL RESIDENTIAL) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW A SINGLE-FAMILY RESIDENTIAL DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED EAST OF SLEEPY HOLLOW ROAD AND NORTH OF SUNNYSIDE DRIVE, AS LEGALLY DESCRIBED IN SECTION 29, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (FRAZIER'S SLEEPY HOLLOW)

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

Section 1.

Based upon the petition of Geoffrey L. Summitt, for G L Summitt Engineering, Inc., 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 R-1 (Rural Residential) to City of Leesburg PUD (Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit A)

Section 2.

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

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

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Sleepy Hollow Legal Description:

PARCEL 1

The West 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 25 East, Lake County, Florida, LESS the West 25 feet thereof.

PARCEL 2

The East 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 25 East, Lake County, Florida. CONTAINS 424,262 SQUARE FEET = 9.740 ACRES

**FRAZIER'S SLEEPY HOLLOW SUBDIVISION
PUD (PLANNED UNIT DEVELOPMENT CONDITIONS)
June 23, 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 **Frazier Vivaloria, 7722 Lake Park Drive, Jacksonville, Florida 32208 "Permittee" (GL Summit Engineering, Inc., 3669 Simonton Place, Lake Mary, Florida, 32748 - Agent)** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed residential development consisting of approximately 9.75 acres containing a maximum of 27 detached single-family residential units generally located north of Sunnyside Drive and west of Sleepy Hollow 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 **Frazier Vivaloria, 7722 Lake Park Drive, Jacksonville, Florida 32208 "Permittee" (GL Summit Engineering, Inc., 3669 Simonton Place, Lake Mary, Florida, 32748 - Agent) - Agent** to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.
2. **LEGAL DESCRIPTION**
See attached **Exhibit B, Legal Description**.

3. LAND USE

The above-described property, containing approximately 9.75 acres, shall be used for platted single-family residential development, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

1. Detached single family residential units
2. Accessory structures for residential uses
3. Sales office in a single-family unit
4. Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar
5. Temporary modular sales center office (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

B. Prohibited Uses

1. Townhouses (single family attached units)
2. Duplex/Triplex
3. Multi-family units (Apartments)
4. Commercial uses (as a primary use)
5. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

4. DEVELOPMENT STANDARDS

A. The project shall contain a maximum of 27 detached single-family residential units, at a gross density not to exceed 2.77 units per acre on the approximately 9.74-acre site, as shown on **Exhibit C, Conceptual Development Plan**.

B. A mix of lot sizes is permitted as long as all lots are equal to or larger than the required minimums.

C. Along each street, homes with the same architectural design shall not be immediately adjacent (side by side) or directly across from a lot with the same design. Facades may be varied to meet this requirement. The maximum impervious surface for the project shall be 65%. Community and private swimming pools shall not count toward the impervious surface calculation.

D. The minimum lot development standards shall be:

- a. Minimum lot width of fifty (50) feet.
- b. Minimum house size: 1,700 square feet.
- c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
- d. Minimum lot size shall be 6,000 square feet.
- e. Minimum lot width 50 feet
- f. Minimum lot depth 120 feet
- g. Minimum building setbacks:

Front – 25 feet;
Porch – 20 feet (porch must be a minimum width of 5 feet).
Rear – 18 feet;
Side – 5 feet;
Corner Side – 15 feet.

2. For all structures:

- a. Each residential structure shall have a minimum two car garage.
- b. Each lot less than sixty (60) feet in width shall have gutters constructed on all four sides of the primary structure to direct stormwater away from the foundation.
- c. Minimum distance between structures shall be as noted in in Section B *Development Standards* contained herein; as measured from building wall to building wall.
- d. Roof overhang 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 five (5) of the following design features to provide visual relief along all elevations of the single-family units. Designs may vary throughout the development.
 1. Dormers
 2. Gables
 3. Recessed or raised entries
 4. Covered porch entries
 5. Cupolas
 6. Pillars or decorative posts
 7. Bay window (minimum 12-inch projections)
 8. Eaves (minimum 6-inch projections)
 9. Front windows with arched glass tops and minimum 4-inch trim.
 10. Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.

11. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
 12. Stone accents
 13. Shutters
 14. Board and batten siding
 15. Hardy board siding
 16. Raised banding
 17. Craftsman style garage doors
- B. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
1. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
 3. All textured stucco shall be permitted subject to the provision of at least five (5) unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco.
 4. For all designs, architectural facades and features shall be submitted and reviewed by the Planning and Zoning Manager or designee for compliance prior at time of site plan review.
- C. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Manager or designee.
- D. The architectural styles and facades shown in **Exhibit D, Building Elevations** herein are considered conceptual.
- E. The Permittee shall utilize “Dark Sky” lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are shown on as Exhibit E, attached hereto.

6. **OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS**

- A. A minimum of 35% open space shall be provided throughout the development. Open space may consist of buffers, wetlands retention and recreation areas.
- B. A minimum twenty-five (25) foot buffer tract with plantings as shown in Figure A below, shall be provided along the entire boundary of the property. This landscape

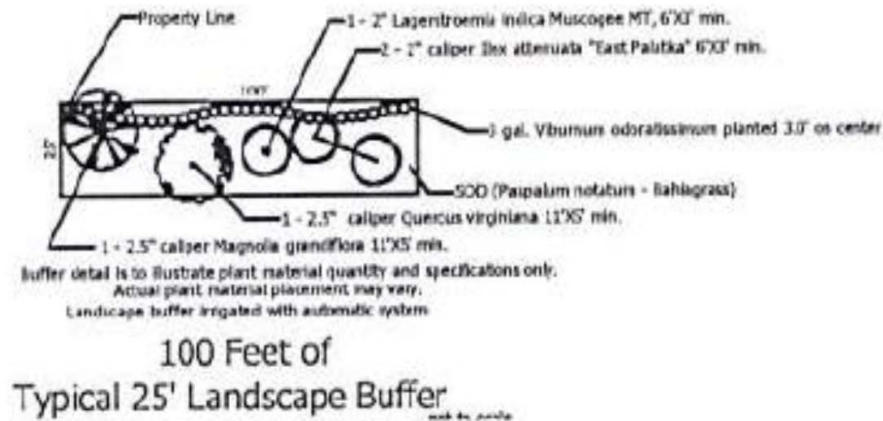
buffer shall be separate from all other platted lots, shall not be part of individually platted lots, and shall be a common area to be maintained by an entity such as a Property Owners or Homeowners Association.

- C. Each platted single-family residential lot of record shall contain a minimum of one canopy tree, located within in the front yard, selected from the list of trees within the City of Leesburg Code of Ordinances, *Section 25-328 Table 1, Canopy Trees*, plus at least one other tree, located in the back yard. All other requirements for tree planting based on lot size under the Code of Ordinances shall remain in effect.
- D. A 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.
- E. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.
- F. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below.

Figure A

Canopy Trees (per 100 l.f.)	2 per 100 linear ft
Tree CAL/Height	2" cal, 12' overall height
Optional Ornamental Trees (per 100 l.f.)	3 per 100 linear ft
Tree CAL/Height	2" cal, 7' overall height
Shrub Screen (per 100 l.f.)	
Square Ft. of Shrubs	(33) 3 gal plants, 18"—24" minimum at installation (depending on species); hedges to be 36"—42" high by thirty-six (36) inches wide hedge or continuous landscape screen with a ninety (90) percent opacity within one (1) year of planting
Container size	3 gal

Figure B



G. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Manager or designee, to the extent that the overall intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.

H. The surveying of trees on the property shall be conducted as follows:

1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
3. The tree survey shall be completed by a licensed surveyor.

7. SITE ACCESS AND SIGNAGE

A. The main vehicular access to the project site shall consist of at least one primary access point on Sleepy Hollow Road, as legally prescribed by Lake County Public Works, and/or FDOT as applicable, and shown on the Master Development Plan - Exhibit C, as amended. All access points are conceptual and subject to Lake County review. Actual location and design of all roads shall be determined during the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject to site plan application review process.

- B. The main access point on Sleepy Hollow Road shall be designed to allow emergency access vehicles room to maneuver. This entrance shall be reviewed and adjusted by staff as needed at the Site Plan and Construction Plan review.
 - 1. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be reviewed by Lake County Public Works.
 - 2. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
 - 3. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.
- C. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.
- D. The 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.
- E. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Planning and Zoning Manager or designee, where the architectural style would be in keeping with the intent of these sign regulations.
- F. Roadway interconnectivity shall be provided as shown on the Conceptual Site Plan – Exhibit C, as needed, to allow for connection points between this development and future development of adjacent properties.

8. TRANSPORTATION IMPROVEMENTS

- A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of required sidewalks, recreation paths etc.
- B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, and including any off-site improvements legally required by Lake County, the Lake-Sumter MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee.

- C. The Permittee shall provide necessary traffic improvements within and adjacent to the development which are legally required by Lake County, the Lake-Sumter MPO and City of Leesburg.
- D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.
- E. The Permittee shall be responsible for obtaining all necessary legally required Lake County permits and a copy of all permits shall be provided to the City of Leesburg.
- F. The City of Leesburg shall not be responsible for the construction of any roads or transportation improvements.
- G. All roads within the development shall be constructed to meet the City of Leesburg's standards, ARTICLE VII – TECHNICAL STANDARDS, as amended.
 - 1. Should the Permittee (or designee) desire to dedicate the proposed project's internal road system to the City of Leesburg; the Permittee shall demonstrate to the satisfaction of the City of Leesburg that the road system is in suitable condition and meets all City road design requirements.
 - 2. Should the Permittee (or designee) choose to retain the roadways, the Permittee shall establish an appropriate legal entity that shall accept responsibility to pay the cost and perform all services required to maintain the roads and transportation improvements to City of Leesburg codes and standards, as amended. A Homeowners or Property Owners Association, or other such legal entity will be considered acceptable.
- H. Sidewalks shall be provided on both sides of the entrance road(s) and internal roads, and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall contain sidewalks on both sides of each street. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

9. UTILITIES

Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.

- B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new home projects in the city, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.
- C. Developer shall be responsible for the installation of a natural gas water heater and natural gas furnace in eighty percent (80%) of all homes in the development as required by the City of Leesburg Code of Ordinances as amended.
- D. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

10. STORMWATER/DRAINAGE MANAGEMENT

All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's or property owners association is an acceptable maintenance entity.
- D. The existing 100-year flood plain on the property shall be shown on all plans and lots.
- E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.

- F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.
- G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.
 - 1. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
 - 2. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

11. WETLANDS, FLOOD ZONES & WILDLIFE

- A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.
- B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.
- C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.
- D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.
- E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.
- F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in

accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.

- G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.
- H. A map indicating the location of the 100-year flood plain.
- I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USAGE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-327, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

13. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall be provided at a rate of 200 square feet per residential unit, and shall consist of not less than 5,400 square feet.
- B. Recreational requirements shall include at least one primary active recreation area. Recreation areas may include such uses as a children's playground with equipment, dog park area or gazebo, swimming pool, clubhouse or other amenities as reviewed and approved by staff. The primary recreational facility shall be constructed in conjunction with and completed no later than the completion of 50% of the approved maximum number of residential units.
- C. Credit for recreational space shall be given for areas dedicated to recreational space, to include items such as a clubhouse with recreation room, swimming pool, outdoor

cooking facilities such as grills, youth playgrounds, play courts, dog parks or other similar uses which will meet the intent of this document. Other similar uses which will meet the intent of this document may be supplied by the developer.

- D. Active recreational activity space shall be calculated at a rate of 1.25 times for activities such as, but not limited to:
 - 1. Trails, playgrounds, basketball, tennis, handball courts, etc.
 - 2. Community swimming pool, including the deck area surrounding such pools.
 - 3. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreational purposes.
 - 4. Other active recreational activities may be used for credit, subject to approval by the City of Leesburg.

14. MAINTENANCE

- A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A homeowner's association shall serve as an appropriate entity for all common properties within the development.

15. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in these PUD Conditions of Approval, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. Implementation of the project shall substantially commence one-hundred twenty (120) months after approval of this Planned Development. In the event, the conditions of the PUD have not been substantially implemented during the required time period, the City of Leesburg shall have the option of scheduling the PUD, with due notice to the owner and surrounding property owners, for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to another appropriate zoning classification.
- C. As part of the overall development process, if the project is constructed in phases, then plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

16. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.

- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in these PUD Conditions of Approval shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

17. LEVELS OF SERVICE

A. Levels of Service

- 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.

Sleepy Hollow Legal Description:

PARCEL 1

The West 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 25 East, Lake County, Florida, LESS the West 25 feet thereof.

PARCEL 2

The East 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 25 East, Lake County, Florida. CONTAINS 424,262 SQUARE FEET = 9.740 ACRES

(to be revised to meet PUD standards)

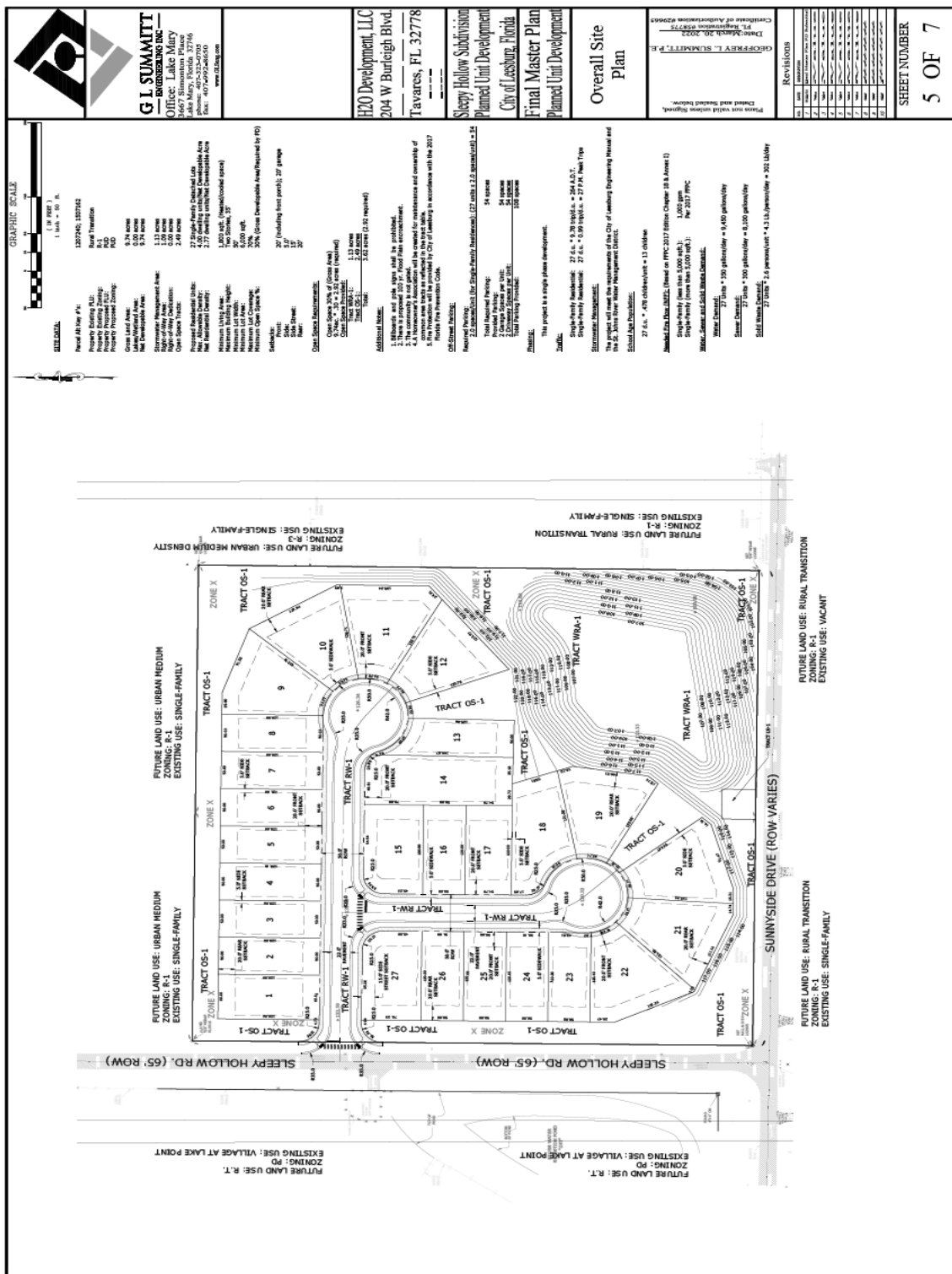


EXHIBIT D

FAÇADE SAMPLES



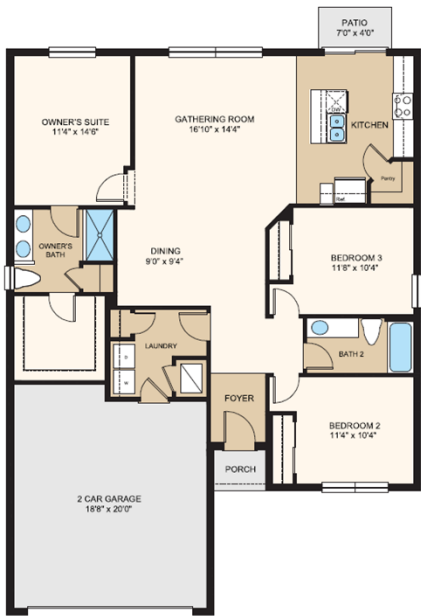
ELEVATION A



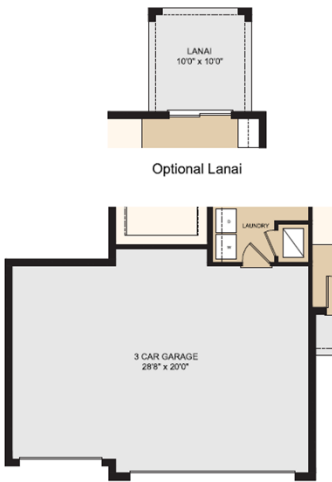
ELEVATION B



ELEVATION C



FIRST FLOOR



Optional 3 Car Garage
(Option Availability Limited By Homesite)



Optional Bedroom 4

OPTIONS

Living.....	1,500 sq.ft.
2 Car Garage.....	429 sq.ft.
Entry.....	20 sq.ft.
Total Area.....	1,949 sq.ft.



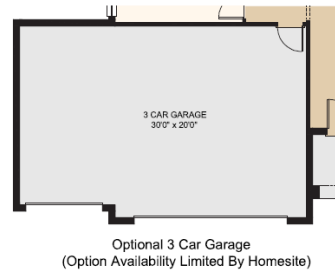
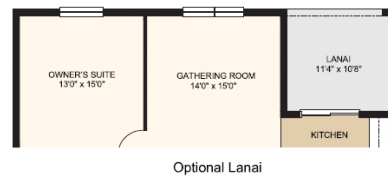
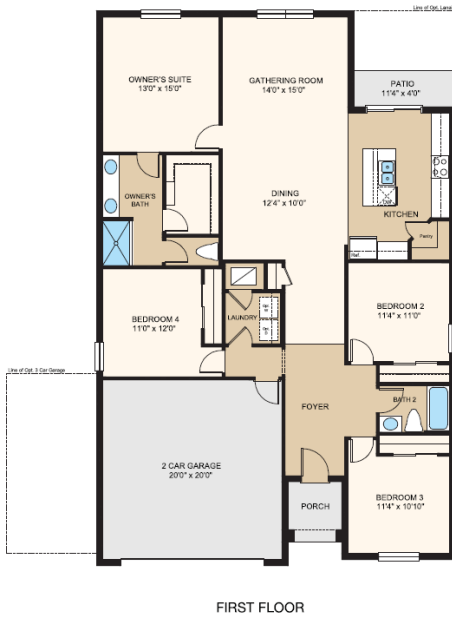
ELEVATION A



ELEVATION B



ELEVATION C



Living.....	1,848 sq. ft.
2 Car Garage.....	433 sq. ft.
Entry.....	40 sq. ft.
Total Area.....	2,321 sq. ft.

OPTIONS



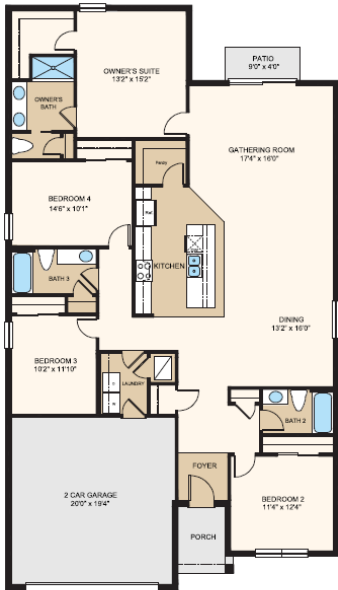
ELEVATION A



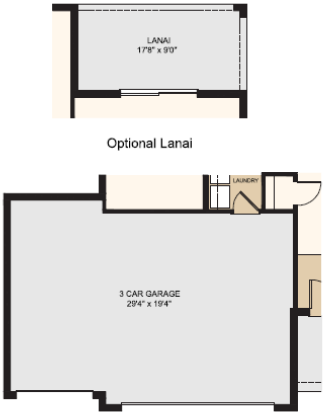
ELEVATION B



ELEVATION C



FIRST FLOOR



Optional 3 Car Garage
(Option Availability Limited By Homesite)

Living.....	2,106 sq.ft.
2 Car Garage.....	424 sq.ft.
Entry.....	47 sq.ft.
Total Area.....	2,577 sq.ft.

OPTIONS



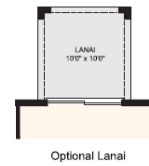
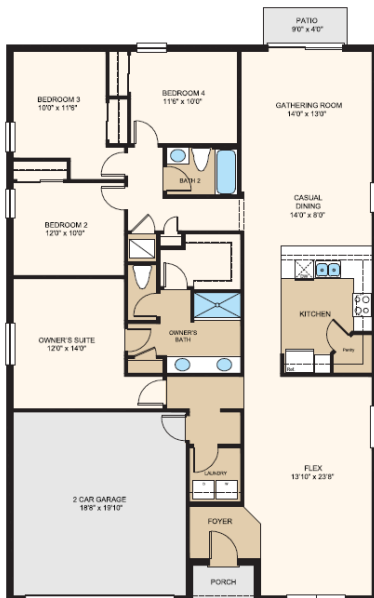
ELEVATION A



ELEVATION B



ELEVATION C



Living	1,974 sq. ft.
2 Car Garage	399 sq. ft.
Entry	27 sq. ft.
Total Area	2,400 sq. ft.

EXHIBIT E
DARK SKY LIGHTING (Acceptable designs)

TYPICAL DARK SKY LIGHTING FIXTURES



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

DATE: June 23, 2022
OWNER: Vivaloria Frazier and Beryl McClary
PETITIONER: Geoff Summitt, G. L. Summitt Engineering, Inc.
PROJECT: Frazier's Sleepy Hollow
REQUEST: Small Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD (Planned Unit Development)
CASE NO.: SSCP 22-220; PUD-21-221

GENERAL LOCATION: The property is generally located east of Sleepy Hollow Road and north of Sunnyside Drive.

FUTURE LAND USE DESIGNATION: Lake County Rural Transition

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Urban Low Density
South – Lake County Rural Transition
East – Lake County Urban Low Density; Lake County Rural Transition
West – City of Leesburg Estate Residential

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County R-1 (Rural Residential)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County R-1 (Rural Residential)
South – Lake County R-1 (Rural Residential)
East – Lake County R-1 (Rural Residential); Lake County R-3 (Medium Residential District)
West – City of Leesburg R-1-A (Single Family Residential)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Undisturbed acreage

SURROUNDING LAND USE:

North – Residential
South – Residential
East – Residential
West – Residential subdivision

PROPOSED LAND USE: Residential subdivision

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

DATE: June 23, 2022
OWNER: Vivaloria Frazier and Beryl McClary
PETITIONER: Geoff Summitt, G. L. Summitt Engineering, Inc.
PROJECT: Frazier's Sleepy Hollow
REQUEST: Small Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD (Planned Unit Development)
CASE NO.: SSCP 22-220; PUD-22-221

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 6/17/22

FIRE

In reference to Case Number SSCP-22-220 & PUD-21-221

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 SSCP-22-220 & PUD-21-221 is outside the recommended four-minute response time for initial responding fire apparatus. Amanda Stevenson 6/16/22

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

Leesburg Electric is ok with the Zoning change. When this comes before the DRC, we will require easements along Sleepy Hollow, and Sunnyside Dr (10'). We will also require our typical easements along the lot lines (5 on side and rear, and 10' along the road ways. Electric Utilities will be placed in the easements. If the road's stay as tracts, they will also need easements. Steve Davis 6/9/22

GAS

Natural gas is available and directed per city ordinance. Thank you, Brandon Smith 6/20/22

GIS

Addressing/GIS has no comment. Mark Medley 6/10/22

BUILDING

No comments received as of 6/17/22

PUBLIC WORKS

Public Works has no issues with this item. Clifford Kelsey 6/13/22

ADDRESSING

Addressing/GIS has no comment. Mark Medley 6/10/22

ECONOMIC DEVELOPMENT

No comments received as of 6/17/22

LAKE COUNTY PUBLIC WORKS

Lake County Public Works comment letter is attached. Please let me know if you have any questions.
Thanks, Seth Lynch 6/17/22

LAKE COUNTY SCHOOLS

The proposed 27 single family residential project is subject to school concurrency review. Please refer the applicant to me for more information on the process. Thanks, Helen LaValley 6/16/22

PUBLIC RESPONSES

Approval

No comments received as of 6/17/22

Disapproval

2 disapproval 2 with comments

No comment

No comments received as of 6/17/22

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Jorge Perez, Julia Perez – We paid a \$6,000.00 lot premium to have a natural environment behind and next door to our lot. There are many sightings of wild birds and wild life in the national environment. We have seen a pair of eagles that circle over the lot that is being considered for zoning change. They seem to be nesting in it. We have enclosed a copy of the contract addendum that shows the lot premium cost of \$6,000.00 Thank you.

Linn Sheldon – We paid \$8,000.00 dollars for a premium lot which was for the size location and an guaranteed word that there would be a private yard in the back with no building or neighbors along the back only sides. Told that it was a preserve.



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

DATE: June 23, 2022
OWNER: Vivaloria Frazier and Beryl McClary
PETITIONER: Geoff Summitt, G. L. Summitt Engineering, Inc.
PROJECT: Frazier's Sleepy Hollow
REQUEST: Zoning to PUD (Planned Unit Development)
CASE NO.: PUD-22-221

THE PLANNING & ZONING DIVISION RECOMMENDS:

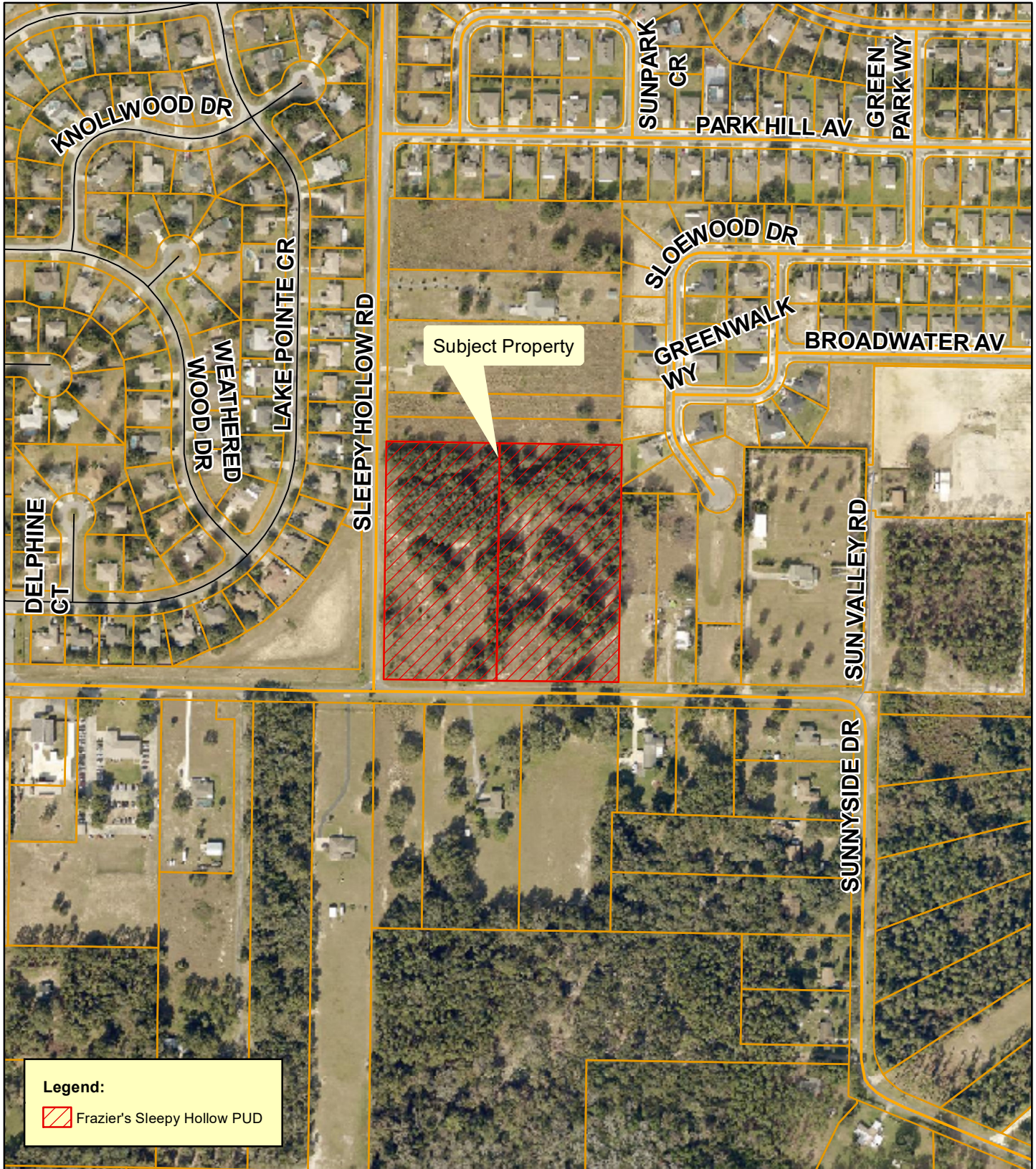
APPROVAL of this request for the following reason(s):

1. The proposed request is compatible with the current surrounding zoning districts of Lake County R-1 (Rural Residential), Lake County R-3 (Medium Density District) and City of Leesburg R-1-A (Single Family Residential). As conditioned, the proposed use does not appear to be detrimental to surrounding properties.
2. The proposed zoning district of PUD (Planned Unit Development) as conditioned and shown in the attached "Exhibit A" is compatible with the existing City Future Land Use designation of Estate Residential.
3. The rezoning of the subject properties is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, and Objective 1.6.

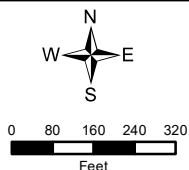
Action Requested:

1. Vote to approve staff's recommendation to rezone the subject property from Lake County R-1 (Rural Residential) to City of Leesburg PUD (Planned Unit Development) and forward the recommendation to the City Commission for consideration.

Aerial

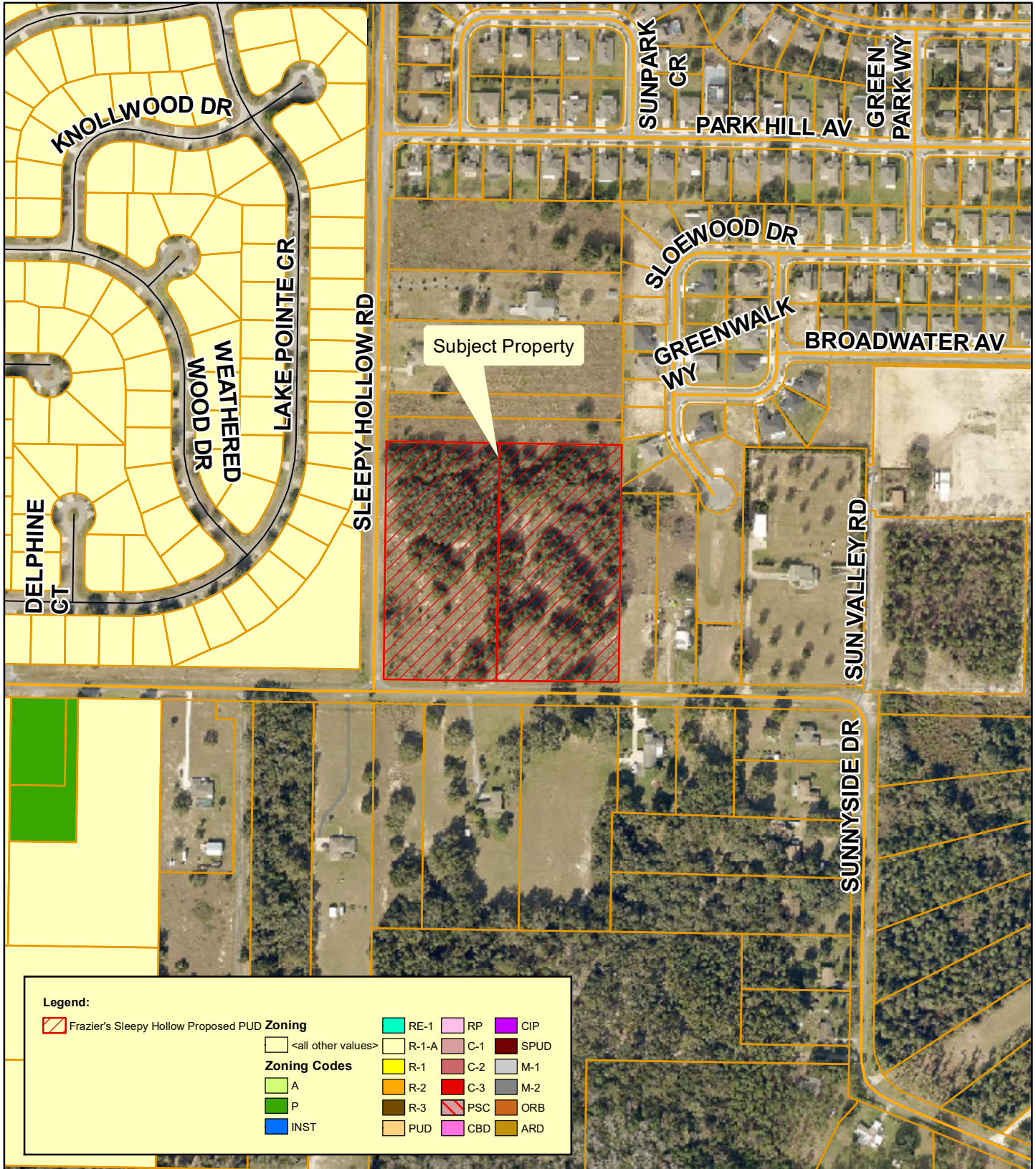


**Planning
& Zoning
Division**

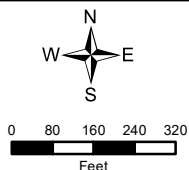


Frazier's Sleepy Hollow Planned Unit Development
Sleepy Hollow Road and Sunnyside Drive
AK#: 1507162, 1207240
Section 29, Township 19 South, Range 25 East
May 25, 2022

Zoning

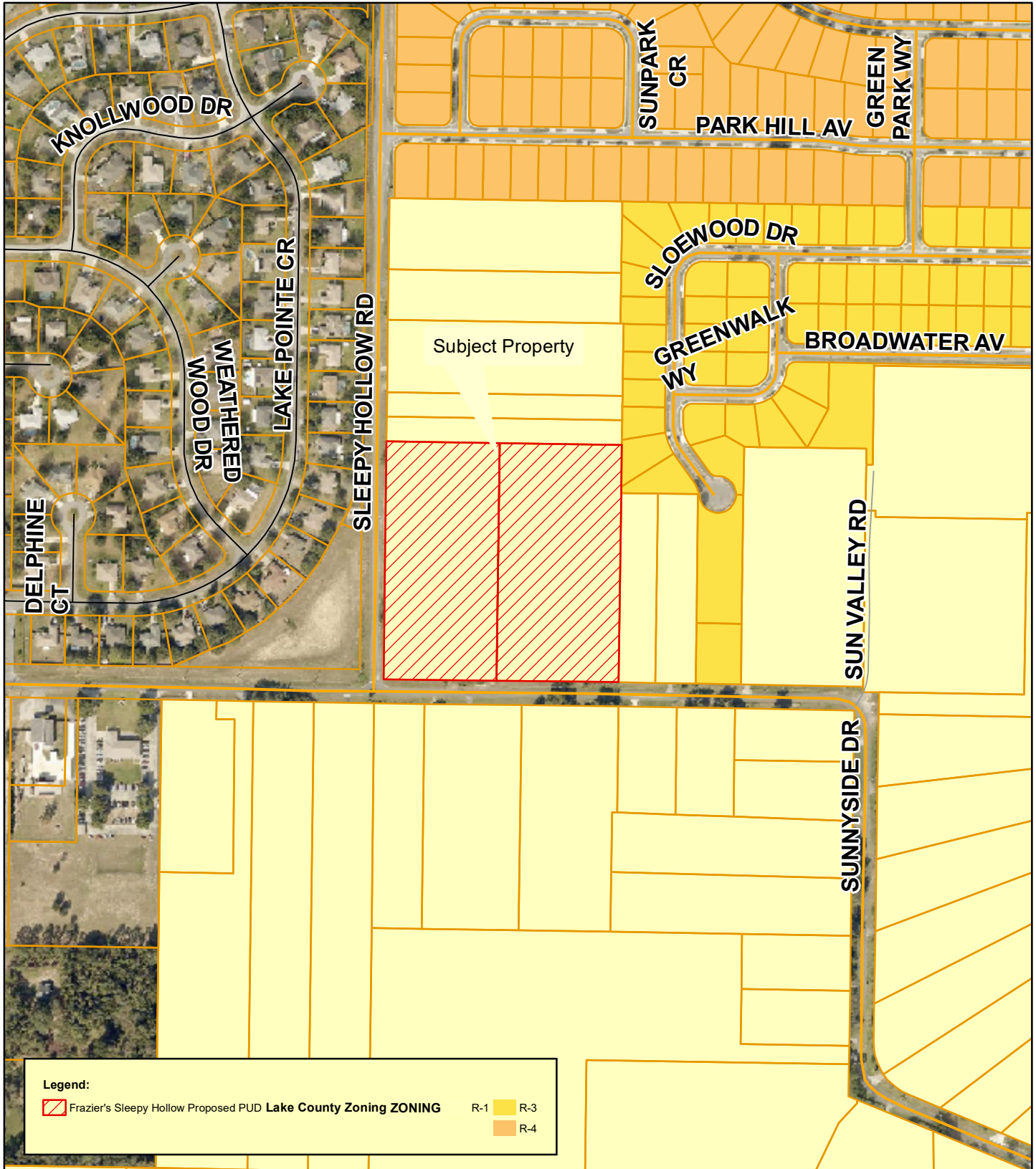


**Planning
& Zoning
Division**

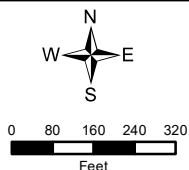


Frazier's Sleepy Hollow Planned Unit Development
Sleepy Hollow Road and Sunnyside Drive
AK#: 1507162, 1207240
Section 29, Township 19 South, Range 25 East
May 25, 2022

Lake County Zoning

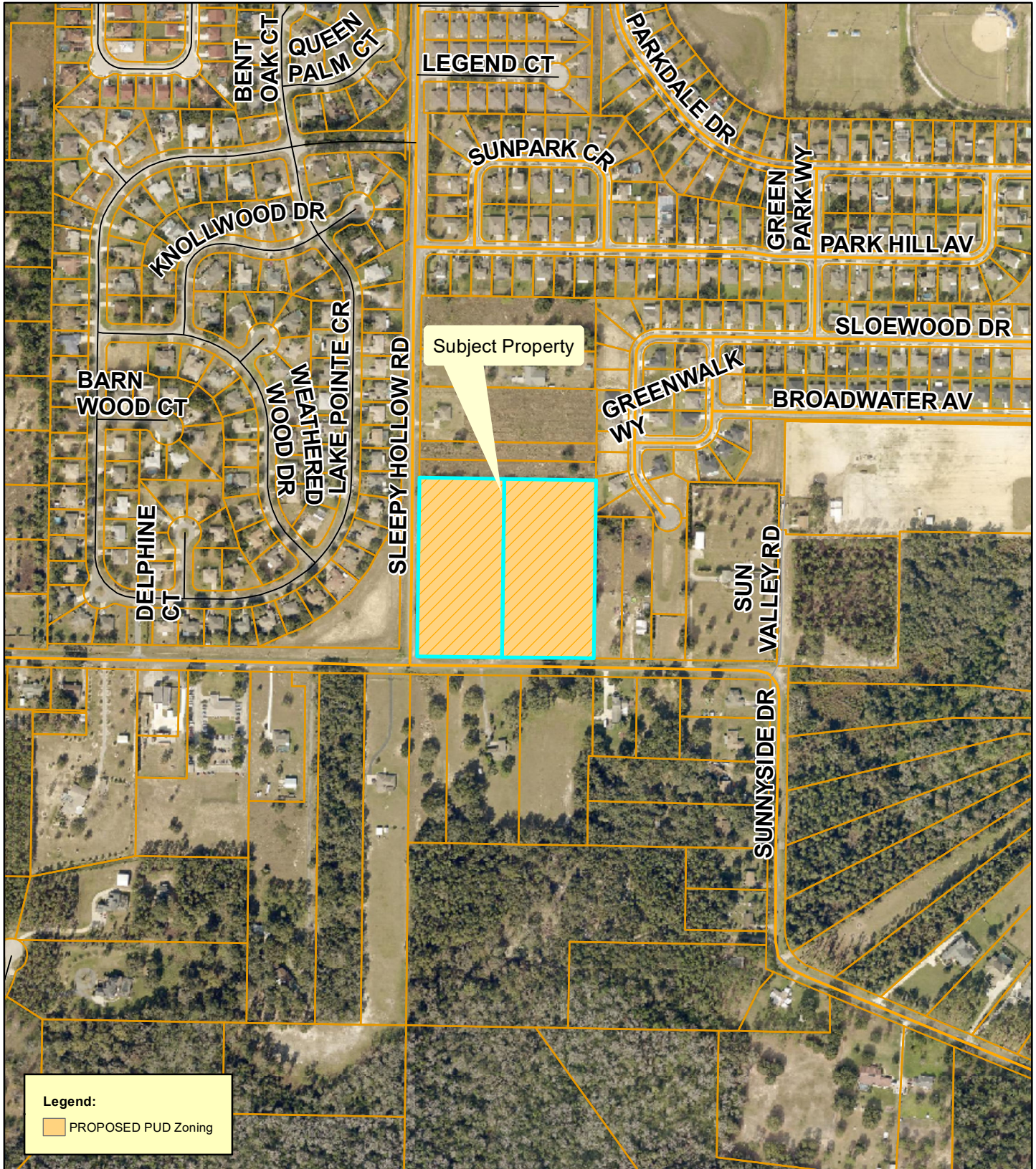


**Planning
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Division**

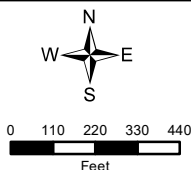


Frazier's Sleepy Hollow Planned Unit Development
Sleepy Hollow Road and Sunnyside Drive
AK#: 1507162, 1207240
Section 29, Township 19 South, Range 25 East
May 25, 2022

PROPOSED Zoning



**Planning
& Zoning
Division**

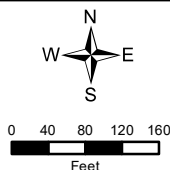


Frazier's Sleepy Hollow Planned Unit Development
Sleepy Hollow Road and Sunnyside Drive
AK#: 1507162, 1207240
Section 29, Township 19 South, Range 25 East
May 25, 2022

Surrounding Land Uses

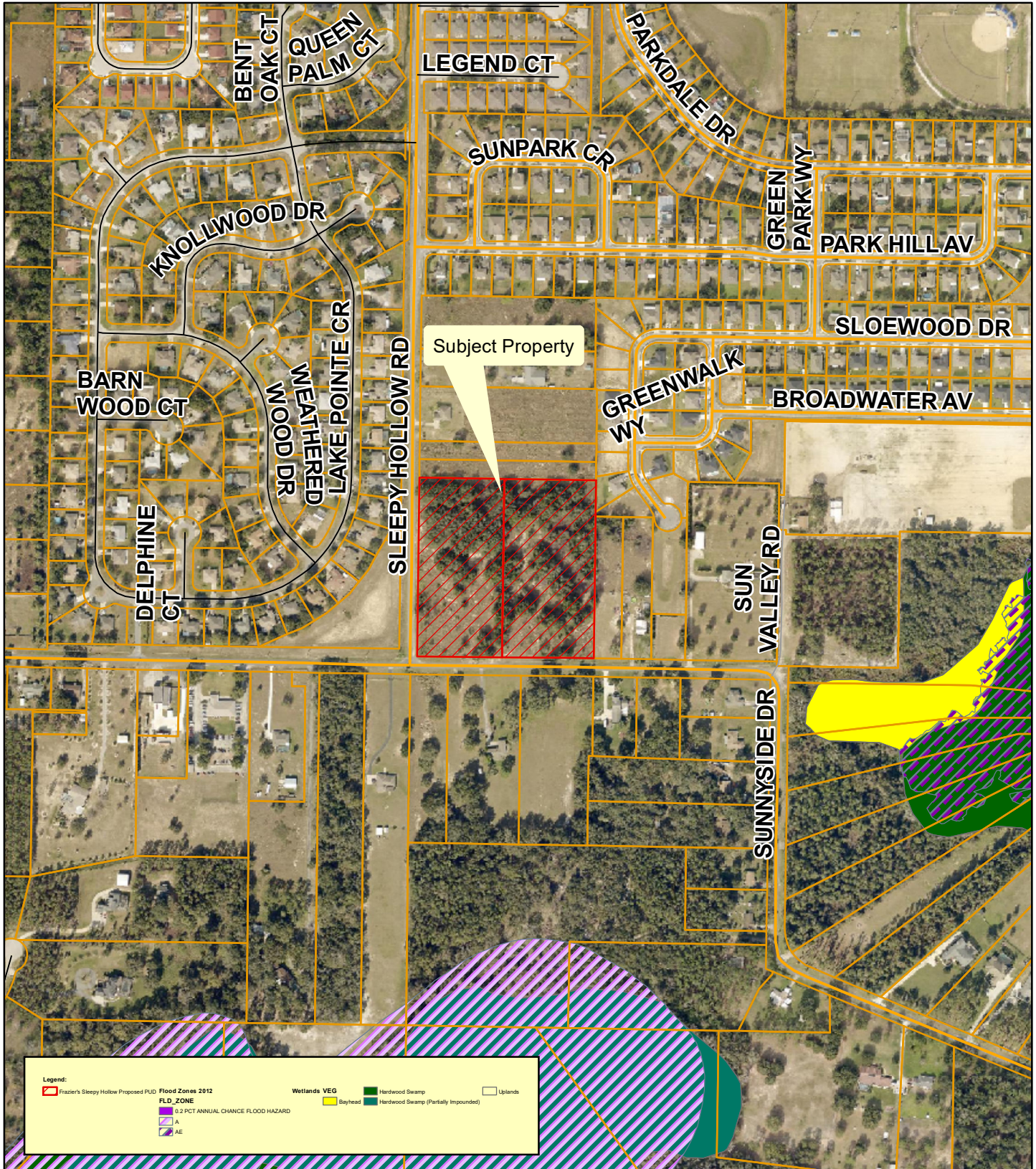


**Planning
& Zoning
Division**

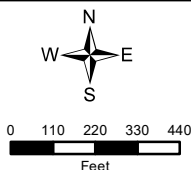


Frazier's Sleepy Hollow Planned Unit Development
Sleepy Hollow Road and Sunnyside Drive
AK#: 1507162, 1207240
Section 29, Township 19 South, Range 25 East
May 25, 2022

Wetlands and Flood Zones



**Planning
& Zoning
Division**



Frazier's Sleepy Hollow Planned Unit Development
Sleepy Hollow Road and Sunnyside Drive
AK#: 1507162, 1207240
Section 29, Township 19 South, Range 25 East
May 25, 2022

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.6.

Meeting Date: July 25, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida changing the zoning on approximately 280 +/- acres for a property generally located south of Florida's Turnpike and east of County Road 33, lying in Sections 34 and 35, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Battaglia)

Staff Recommendation:

Planning and Zoning Staff recommended approval, and the Planning Commission recommended disapproval of the request to rezone the subject property from City of Leesburg RE-1 (Estate Density Residential) to City of Leesburg PUD (Planned Unit Development) to allow for residential development.

Analysis:

The project site is approximately 280 +/- acres, and is generally located south of Florida's Turnpike and east of County Road 33 as shown on the attached maps. At this time, the property is vacant, undeveloped acreage. The proposal will allow 561 single-family residential lots, with a density of approximately 2.00 DU/acre. The existing land uses surrounding the property are agriculture, residential common elements, and agricultural research. The developer would be responsible for bringing all utilities to the site.

The Planning Commission held a public hearing on the application on June 23, 2022 and recommended denial. At this hearing, two separate motions and votes occurred. First, a motion to deny the case ended in a 3-3 tie. Next, a motion to approve the case also ended in a 3-3 tie. With this recommendation, the Planning Commission noted concerns regarding the requested lot widths and sizes, including 50'x110' (5500sf) and 60'x110' (6600 sf). The Commission noted that while the overall layout of the plan was well-done, the City does have a significant number of lots available at those sizes, and stated that larger lots would be more well suited for this area.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning from City of Leesburg RE-1 (Estate Density Residential) to City of Leesburg PUD (Planned Unit Development) to allow for a residential development; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development of this site will create a substantial positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA CHANGING THE ZONING ON APPROXIMATELY 280 +/- ACRES FOR A PROPERTY GENERALLY LOCATED SOUTH OF FLORIDA'S TURNPIKE AND EAST OF COUNTY ROAD 33, LYING IN SECTIONS 34 AND 35, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (BATTAGLIA)

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

Section 1.

Based upon the petition of Ben Snyder for Hanover Land Company petitioner of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from City of Leesburg RE-1 (Estate Density Residential) to City of Leesburg PUD (Planned Unit Development) to allow for a residential 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

PARCEL 1:

The Northeast 1/4 of the Southeast 1/4 of Section 34, Township 20 South, Range 24 East, Lake County, Florida, LESS the North 15 feet thereof.

PARCEL 2:

The North 15 feet of the Northeast 1/4 of the Southeast 1/4 of Section 34, Township 20 South, Range 24 East, Lake County, Florida.

PARCEL 3:

The North 1/2 of the Southwest 1/4 lying West of the Falatlakaha Creek (also spelled Palatlakaha) and the South 1/2 of the South 1/2 of the Northwest 1/4 lying West of the Falatlakaha Creek (also spelled Palatlakaha), all in Section 35, Township 20 South, Range 24 East, Lake County, Florida, LESS that portion conveyed to the Florida State Turnpike Authority in Book 212, Page 415. LYING WEST OF SUNSHINE STATE PARKWAY

PARCEL 4:

That part of the South 1/2 of the South 1/2 of Section 35, Township 20 South, Range 24 East, Lake County, Florida, lying West of the right of way of the Sunshine State Parkway, established in Official Records Book 220, Page 31, Lake County, Florida.

AND LESS that part conveyed in Official Records Book 399, Page 942, being more particularly described as follows:

From the South 1/4 corner of Section 35, Township 20 South, Range 24 East, run South 89°35'00" West along the South line of said Section 35, 37.65 feet; thence North 18°16'30" West for 497.41 feet to the Point of Beginning; run thence South 83°11'00" East for 300 feet; thence North 06°49' East for 274.59 feet to a point on the Southwesterly right of way of Sunshine State Parkway; run thence North 43°58' West along said right of way for 516.25 feet; thence South 06°49' West for 600.94 feet; thence South 83°11'00" East for 100 feet to the Point of Beginning.

PARCEL 5:

That part of the Northwest 1/4 of the Southeast 1/4, less the North 15 feet thereof, and the South 1/2 of the Southeast 1/4, all in Section 34, Township 20 South, Range 24 East, Lake County, Florida, lying East of the right of way of State Road No. 33.

PARCEL 6:

The North 15 feet of the Northwest 1/4 of the Southeast 1/4 in Section 34, Township 20 South, Range 24 East, Lake County, Florida, lying East of State Road No. 33.

BATTAGLIA CR 33 PUD
PUD (PLANNED UNIT DEVELOPMENT CONDITIONS)
June 23, 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 **BFC SR33, LLC & SR33 LLC, P.O. Box 3010, Winter Park, Florida, 32790-3010 as "Permittee" (Ben Snyder, Hanover Land Company, 605 Commonwealth Avenue, Orlando, Florida 32803- Agent)** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed residential development consisting of approximately 280.795 acres containing a maximum of 561 detached single-family residential units, generally located east of County Road 33 and south of the Florida Turnpike, 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 **BFC SR33, LLC & SR33 LLC, P.O. Box 3010, Winter Park, Florida, 32790-3010 as "Permittee" (Ben Snyder, Hanover Land Company, 605 Commonwealth Avenue, Orlando, Florida 32803- Agent)** to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.
2. **LEGAL DESCRIPTION**
See attached **Exhibit B, Legal Description**.

3. LAND USE

The above-described property, containing approximately 280.795 acres, shall be used for platted single-family residential development, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

1. Detached single family residential units
2. Accessory structures for residential uses
3. Sales office in a single-family unit
4. Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar
5. Temporary modular sales center office (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

B. Prohibited Uses

1. Attached single family units (Townhouses)
2. Duplex/Triplex uses
3. Multi-family units (Apartments)
4. Commercial uses (as a primary use)
5. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

4. DEVELOPMENT STANDARDS

A. The project shall contain a maximum of 561 detached single-family residential units, at a gross density not to exceed 2.00 units per acre on the approximately 280.795-acre site, as shown on **Exhibit C, Conceptual Development Plan**.

B. A mix of lot sizes is permitted as long as all lots are equal to or larger than the required minimums.

C. Along each street, homes with the same architectural design shall not be immediately adjacent (side by side) or directly across from a lot with the same design. Facades may be varied to meet this requirement. The maximum impervious surface for the project shall be 65%. Community and private swimming pools shall not count toward the impervious surface calculation.

D. The minimum lot development standards shall be:

1. For 50-foot lots:

- a. A maximum of 390 lots shall have a minimum lot width of fifty (50) feet.
- b. Minimum house size: 1,600 square feet living area.
- c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
- d. Minimum lot size shall be 5,500 square feet.
- e. Minimum lot width 50 feet
- f. Minimum lot depth 110 feet

- g. Minimum building setbacks:
 - Front – 25 feet;
 - Porch – 20 feet (porch must be a minimum width of 5 feet).
 - Rear – 18 feet;
 - Side – 5 feet;
 - Corner Side – 15 feet.
2. For 60-foot lots:
- a. No less than 171 lots shall have a minimum lot width of sixty (60) feet.
 - b. Minimum house size: 1,800 square feet.
 - c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
 - d. Minimum lot size shall be 6,600 square feet.
 - e. Minimum width 60 feet
 - f. Minimum depth 110 feet
 - g. Minimum building setbacks:
 - Front – 25 feet;
 - Porch – 20 feet (porch must be a minimum width of 5 feet).
 - Rear – 18 feet;
 - Side – 7.5 feet;
 - Corner Side – 15 feet.
3. For all structures:
- a. Each residential structure shall have a minimum two car garage.
 - b. Each lot less than sixty (60) feet in width shall have gutters constructed on all four sides of the primary structure to direct stormwater away from the foundation.
 - c. Minimum distance between structures shall be as noted in in Section B *Development Standards* contained herein; as measured from building wall to building wall.
 - d. Roof overhang 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 five (5) of the following design features to provide visual relief along all elevations of the single-family units. Designs may vary throughout the development.
1. Dormers
 2. Gables
 3. Recessed or raised entries
 4. Covered porch entries
 5. Cupolas
 6. Pillars or decorative posts
 7. Bay window (minimum 12-inch projections)
 8. Eaves (minimum 6-inch projections)
 9. Front windows with arched glass tops and minimum 4-inch trim.
 10. Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
 11. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
 12. Stone accents
 13. Shutters
 14. Board and batten siding
 15. Hardy board siding
 16. Raised banding
 17. Craftsman style garage doors
- B. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
1. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
 3. All textured stucco shall be permitted subject to the provision of at least five (5) unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco.
 4. For all designs, architectural facades and features shall be submitted and reviewed by the Planning and Zoning Manager or designee for compliance prior at time of site plan review.
- C. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Manager or designee.

- D. The architectural styles and facades shown in **Exhibit D, Building Elevations** herein are considered conceptual.
- E. The Permittee shall utilize “Dark Sky” lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are shown on as Exhibit E, attached hereto.

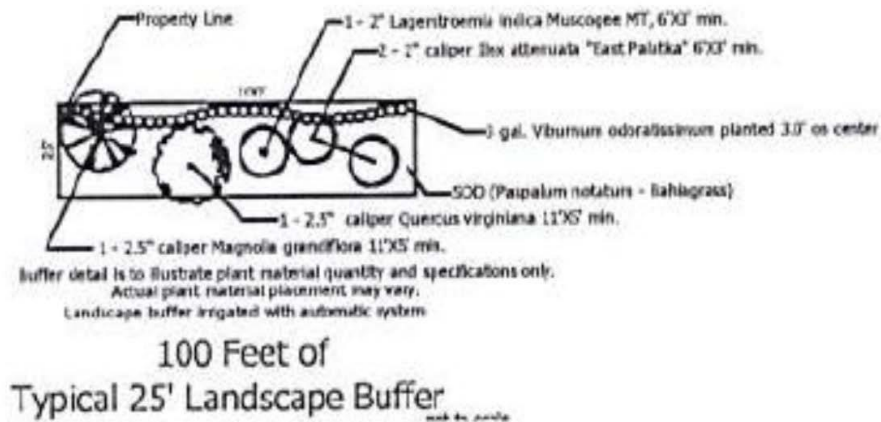
6. OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS

- A. A minimum of 35% open space shall be provided throughout the development. Open space may consist of buffers, wetlands retention and recreation areas.
- B. A minimum twenty-five (25) foot buffer tract with plantings as shown in Figure A below, shall be provided along the entire boundary of the property. 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.
- C. Each platted single-family residential lot of record shall contain a minimum of one canopy tree, located within in the front yard, selected from the list of trees within the City of Leesburg Code of Ordinances, *Section 25-328 Table 1, Canopy Trees*, plus at least one other tree, located in the back yard. All other requirements for tree planting based on lot size under the Code of Ordinances shall remain in effect.
- D. A spilt-rail fence, of either wood or vinyl/synthetic construction, shall be installed around the entire perimeter of the property. This fence shall be installed at a minimum height of four (4) feet. Said fence shall be maintained by the Property Owners or Homeowners Association. A solid six-foot fence of PVC or other synthetic material, shall be allowed as an option to the split-rail fence.
- E. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.
- F. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below.

Figure A

Canopy Trees (per 100 l.f.)	2 per 100 linear ft
Tree CAL/Height	2" cal, 12' overall height
Optional Ornamental Trees (per 100 l.f.)	3 per 100 linear ft
Tree CAL/Height	2" cal, 7' overall height
Shrub Screen (per 100 l.f.)	
Square Ft. of Shrubs	(33) 3 gal plants, 18"—24" minimum at installation (depending on species); hedges to be 36"—42" high by thirty-six (36) inches wide hedge or continuous landscape screen with a ninety (90) percent opacity within one (1) year of planting
Container size	3 gal

Figure B



- G. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Manager or designee, to the extent that the overall intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.
- H. The surveying of trees on the property shall be conducted as follows:
1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
 2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
 3. The tree survey shall be completed by a licensed surveyor.

7. SITE ACCESS AND SIGNAGE

- A. The main vehicular access to the project site shall consist of at least two (2) primary access points on County Road 33, as reviewed by Lake County Public Works, and/or FDOT as applicable, and shown on the Master Development Plan - Exhibit C, as amended. All access points are conceptual and subject to Lake County 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.
- B. The main access points on County Road 33 shall be constructed as a “boulevard-type” roadways, having a landscaped median area of at least eight (8) feet in width, and designed to allow emergency access vehicles room to maneuver. This will include left and right turn lanes exiting the property if required during site plan review. This entrance shall be reviewed and adjusted by staff as needed at the Site Plan and Construction Plan review.
 - 1. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be 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.
- C. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.
- D. 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.
- E. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Planning and Zoning Manager or designee, where the architectural style would be in keeping with the intent of these sign regulations.

- F. Roadway interconnectivity shall be provided as shown on the Conceptual Site Plan – Exhibit C, as needed, to allow for connection points between this development and future development of adjacent properties.

8. TRANSPORTATION IMPROVEMENTS

- A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of required sidewalks, recreation paths etc.
- B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, and including any off-site improvements legally required by Lake County, the Lake-Sumter MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee.
- C. The Permittee shall provide necessary traffic improvements within and adjacent to the development which are legally required by Lake County, the Lake-Sumter MPO and City of Leesburg.
- D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.
- E. The Permittee shall be responsible for obtaining all necessary legally required Lake County permits and a copy of all permits shall be provided to the City of Leesburg.
- F. The City of Leesburg shall not be responsible for the construction of any roads or transportation improvements.
- G. All roads within the development shall be constructed to meet the City of Leesburg's standards, ARTICLE VII – TECHNICAL STANDARDS, as amended.
 - 1. Should the Permittee (or designee) desire to dedicate the proposed project's internal road system to the City of Leesburg; the Permittee shall demonstrate to the satisfaction of the City of Leesburg that the road system is in suitable condition and meets all City road design requirements.
 - 2. Should the Permittee (or designee) choose to retain the roadways, the Permittee shall establish an appropriate legal entity that shall accept responsibility to pay the cost and perform all services required to maintain the roads and transportation improvements to City of Leesburg codes and standards, as amended. A Homeowners or Property Owners Association, or other such legal entity will be considered acceptable.
- H. Sidewalks shall be provided on both sides of the entrance road(s) and internal roads, and shall provide cross connections to all recreation and residential areas. Internal

road rights-of-ways shall be of sufficient width to contain sidewalks on both sides of each street. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

9. UTILITIES

Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
- B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new home projects in the city, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.
- C. Developer shall be responsible for the installation of a natural gas water heater and natural gas furnace in eighty percent (80%) of all homes in the development as required by the City of Leesburg Code of Ordinances as amended.
- D. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

10. STORMWATER/DRAINAGE MANAGEMENT

All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.

- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's or property owners association is an acceptable maintenance entity.
- D. The existing 100-year flood plain on the property shall be shown on all plans and lots.
- E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.
- G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.
 - 1. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
 - 2. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

11. WETLANDS, FLOOD ZONES & WILDLIFE

- A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.
- B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.

- C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.
- D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.
- E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.
- F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.
- G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.
- H. A map indicating the location of the 100-year flood plain.
- I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USAGE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-327, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

13. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall be provided at a rate of 200 square feet per residential unit, and shall consist of not less than 112,200 square feet (2.6 acres).
- B. Recreational requirements shall include at least one primary active recreation area. Recreation areas may include such uses as a children's playground with equipment, dog park area or gazebo, swimming pool, clubhouse or other amenities as reviewed and approved by staff. The primary recreational facility shall be constructed in conjunction with and completed no later than the completion of 50% of the approved maximum number of residential units.
- C. Credit for recreational space shall be given for areas dedicated to recreational space, to include items such as a clubhouse with recreation room, swimming pool, outdoor cooking facilities such as grills, youth playgrounds, play courts, dog parks or other similar uses which will meet the intent of this document. Other similar uses which will meet the intent of this document may be supplied by the developer.
- D. Active recreational activity space shall be calculated at a rate of 1.25 times for activities such as, but not limited to:
 - 1. Trails, playgrounds, basketball, tennis, handball courts, etc.
 - 2. Community swimming pool, including the deck area surrounding such pools.
 - 3. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreational purposes.
 - 4. Other active recreational activities may be used for credit, subject to approval by the City of Leesburg.

14. MAINTENANCE

- A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A homeowner's association shall serve as an appropriate entity for all common properties within the development.

15. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in these PUD Conditions of Approval, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. Implementation of the project shall substantially commence one-hundred twenty (120) months after approval of this Planned Development. In the event, the conditions of the PUD have not been substantially implemented during the required time period, the City of Leesburg shall have the option of scheduling the PUD, with due notice to the owner and surrounding property owners, for reconsideration by the

Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to another appropriate zoning classification.

- C. As part of the overall development process, if the project is constructed in phases, then plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

16. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in these PUD Conditions of Approval shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

17. LEVELS OF SERVICE

- A. Levels of Service
 - 1. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid water. No final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities

up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1. Projected Capacities

- i. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

C. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

D. Commitment of Capacity

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

E. Ability to Provide Services

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

EXHIBIT B

LEGAL DESCRIPTION (from Survey)

LEGAL DESCRIPTION

A TRACT OF LAND, BEING THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LYING EAST OF COUNTY ROAD NO. 33, AND THE SOUTHWEST QUARTER AND THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LYING WEST OF SUNSHINE STATE PARKWAY (FLORIDA TURNPIKE), ALL LYING AND BEING IN LAKE COUNTY, FLORIDA.

LESS AND EXCEPT THAT PART CONVEYED IN OFFICIAL RECORDS BOOK 399, PAGE 942, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTH 1/4 CORNER OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 24 EAST, RUN SOUTH 89°35'00" WEST ALONG THE SOUTH LINE OF SAID SECTION 35, 37.65 FEET; THENCE NORTH 18°16'30" WEST FOR 497.41 FEET TO THE POINT OF BEGINNING; RUN THENCE SOUTH 83°11'00" EAST FOR 300 FEET; THENCE NORTH 06°49' EAST FOR 274.59 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY OF SUNSHINE STATE PARKWAY; RUN THENCE NORTH 43°58' WEST ALONG SAID RIGHT OF WAY FOR 516.25 FEET; THENCE SOUTH 06°49' WEST FOR 600.94 FEET; THENCE SOUTH 83°11'00" EAST FOR 100 FEET TO THE POINT OF BEGINNING.

(Battaglia Property Legal Description (from 6/17/2022 email (McCown))

Parcel 1 (Alt Key No. 1035465):

The Northeast ¼ of the Southeast ¼ of Section 34, Township 20 South, Range 24 East, Lake County, Florida, LESS the North 15 feet thereof.

Parcel 2 (Alt Key No. 1088224):

The North 15 feet of the Northeast ¼ of the Southeast ¼ of Section 34, Township 20 South, Range 24 East, Lake County, Florida.

Parcel 3 (Alt Key No. 3884013):

The North ½ of the Southwest ¼ lying West of the Falatlakaha Creek (also spelled Palatlakaha) and the South ½ of the South ½ of the Northwest ¼ lying West of the Falatlakaha Creek (also spelled Palatlakaha), all in Section 35, Township 20 South, Range 24 East, Lake County, Florida, LESS that portion conveyed to the Florida State Turnpike Authority in Book 212, Page 415. LYING WEST OF SUNSHINE STATE PARKWAY

Parcel 4 (Alt Key No. 1035481):

That part of the South ½ of the South ½ of Section 35, Township 20 South, Range 24 East, Lake County, Florida, lying West of the right of way of the Sunshine State Parkway, established in Official Records Book 220, Page 31, Lake County, Florida.

AND LESS that part conveyed in Official Records Book 399, Page 942, being more particularly described as follows:

From the South ¼ corner of Section 35, Township 20 South, Range 24 East, run South 89°35'00" West along the South line of said Section 35, 37.65 feet; thence North 18°16'30" West for 497.41 feet to the Point of Beginning; run thence South 83°11'00" East for 300 feet; thence North 06°49' East for 274.59 feet to a point on the Southwesterly right of way of Sunshine State Parkway; run thence North 43°58' West along said right of way for 516.25 feet; thence South 06°49' West for 600.94 feet; thence South 83°11'00" East for 100 feet to the Point of Beginning.

Parcel 5 (Alt Key No. 1775302):

That part of the Northwest ¼ of the Southeast ¼, less the North 15 feet thereof, and the South ½ of the Southeast ¼, all in Section 34, Township 20 South, Range 24 East, Lake County, Florida, lying East of the right of way of State Road No. 33.

Parcel 6 (Alt Key No. 1775329):

The North 15 feet of the Northwest ¼ of the Southeast ¼ in Section 34, Township 20 South, Range 24 East, Lake County, Florida, lying East of State Road No. 33.

CONCEPTUAL SITE PLAN













TYPICAL DARK SKY LIGHTING FIXTURES

Examples of Acceptable / Unacceptable Lighting Fixtures

Unacceptable / Discouraged

Fixtures that produce glare and light trespass



Acceptable

Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night



Illustrations by Bob Ciesin-G-2005. Rendered for the Town of Southampton, NY. Used with permission.

CITY OF LEESBURG

JUN 20 2022

RECEIVED
Battaglia



CITY OF LEESBURG

JUN 20 2022

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Battaglia



CITY OF LEESBURG

JUN 20 2022

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CITY OF LEESBURG

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CITY OF LEESBURG

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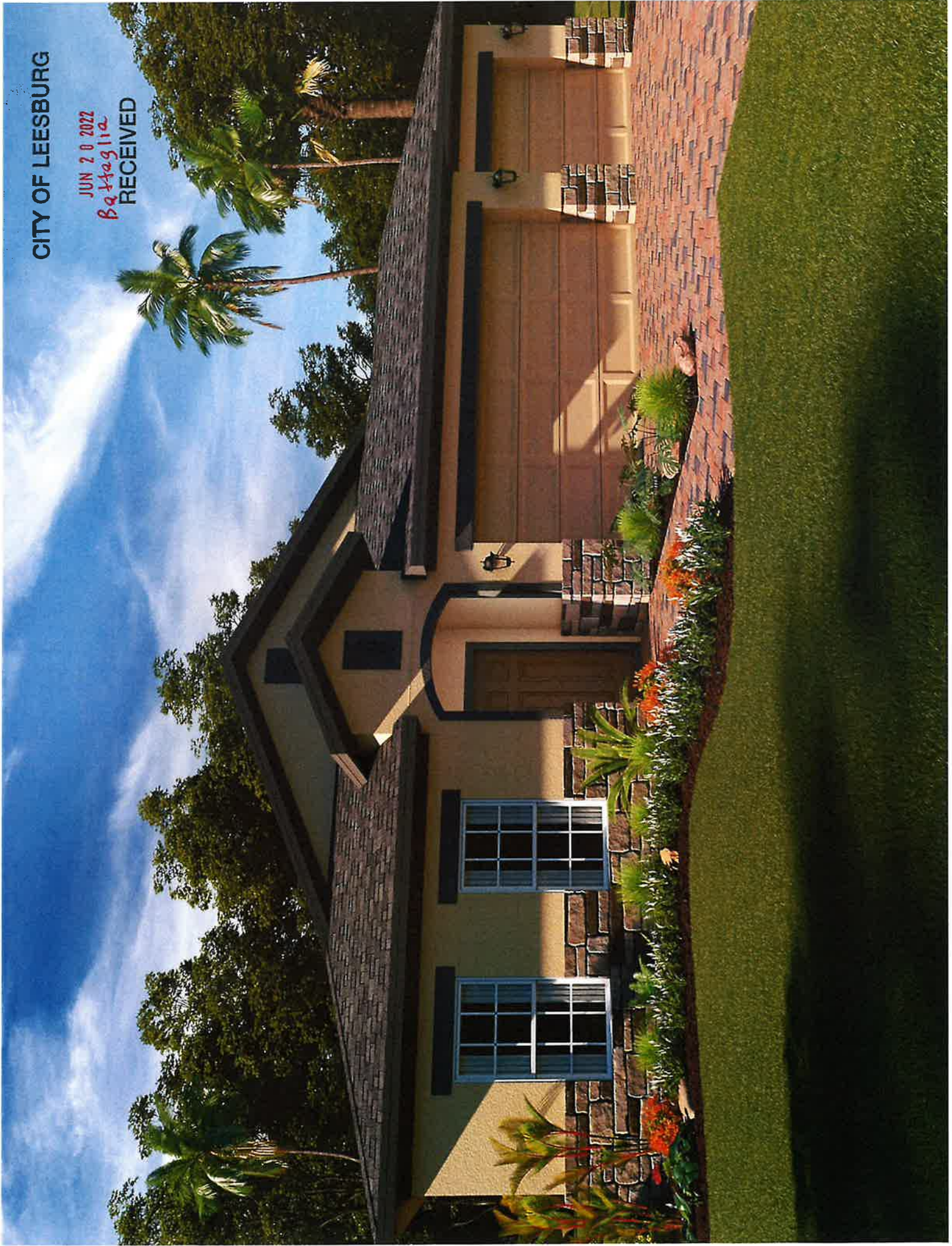


CITY OF LEESBURG

JUN 20 2022

Battaglia

RECEIVED



CITY OF LEESBURG

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CITY OF LEESBURG

JUN 20 2022

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Bettaglia



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

DATE: June 23, 2022
OWNER: Battaglia Property
PETITIONER: Hanover Land Company
PROJECT: BFC SR33, LLC & SR 33, LLC
REQUEST: PUD (Planned Unit Development)
CASE NO.: PUD-22-222

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 6/17/22

FIRE

In reference to Case Number PUD-22-222

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 PUD-22-222 is outside the recommended four-minute response time for initial responding fire apparatus. Amanda Stevenson 6/16/22

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

This one is outside of Leesburg Electric Service Territory. Steve Davis 6/9/22

GAS

Natural gas is available and directed per city ordinance. Thank you, Brandon Smith 6/20/22

GIS

Addressing/GIS has no comment. Mark Medley 6/10/22

BUILDING

No comments received as of 6/17/22

PUBLIC WORKS

Public Works has no issues with this item, developer should be aware that water and sewer are not readily available in this area and may need to connect in the Roger Park Industrial area. Cliff Kelsey 6/13/22

ADDRESSING

Addressing/GIS has no comment. Mark Medley 6/10/22

ECONOMIC DEVELOPMENT

No comments received as of 6/17/22

LAKE COUNTY PUBLIC WORKS

Lake County Public Works comment letter is attached. Please let me know if you have any questions. Thanks, Seth Lynch

LAKE COUNTY SCHOOLS

The 561 single family unit planned unit development is subject to school concurrency review. Proportionate share mitigation may be required at time of submittal. I have attached a copy of the Adequate Public Facilities determination for your file. Let me know if you have any questions. Thanks Helen LaValley 6/17/22

PUBLIC RESPONSES

Approval

1 approval 1 with comments

Disapproval

6 disapprovals 3 with comments

No comment

No comments received as of 6/17/22

Notice of Appearance filed: 1

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

Cheryl L. Gilbert – We don't oppose the rezoning for a subdivision. We only ask the development group place a wall between our property and the proposed subdivision.

PUBLIC COMMENTS (DISAPPROVAL)

Mark R. Dechant - Not enough info on what's being built. I.E. 55 and over? – What's the price range? Etc.

Tim Gilbert – I disapprove of this development because it will bring more traffic and possibly crime to the

area. It will also displace the wildlife that reside on the wooded land. There are also numerous housing developments going up in Lake County, some within 10 miles from this proposed development that are not fully completed yet. However, if it is approved I request that a wall or high privacy fence be built running the length of the development on the south side heading towards Groveland. Thank you.

Larry W. Cooper – Will block view of green acres. Will eliminate green acres. Add additional cars to already congested roads.

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

DATE: June 23, 2022

OWNER: Battaglia Property
PETITIONER: Hanover Land Company
PROJECT: BFC SR33, LLC & SR 33, LLC
REQUEST: PUD (Planned Unit Development)
CASE NO.: PUD-22-222

GENERAL LOCATION: The property is generally located south of Florida's Turnpike and east of County Road 33.

FUTURE LAND USE DESIGNATION: Neighborhood Mixed Use

SURROUNDING FUTURE LAND USE DESIGNATION:

North – City of Leesburg Neighborhood Mixed Use; Lake County Urban Low Density
South – Lake County Rural
East – Lake County Urban Low Density; Lake County Conservation
West – Lake County Rural

PROPOSED FUTURE LAND USE DESIGNATION: N/A

EXISTING ZONING DESIGNATION: RE-1 (Estate Density Residential)

SURROUNDING ZONING DESIGNATIONS:

North – City of Leesburg RE-1 (Estate Density Residential); Lake County PUD (Planned Unit Development)
South – Lake County A (Agriculture)
East – City of Leesburg PUD (Planned Unit Development); Lake County PUD (Planned Unit Development)
West – Lake County A (Agriculture)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Improved pasture

SURROUNDING LAND USE:

North – Agriculture; Residential Common Elements
South – Residential; Agriculture Research
East – Agriculture; Residential Common Elements
West – Residential

PROPOSED LAND USE: Single Family Residential subdivision



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

DATE: June 23, 2022
OWNER: Battaglia Property
PETITIONER: Hanover Land Company
PROJECT: BFC SR33, LLC & SR 33, LLC
REQUEST: PUD (Planned Unit Development)
CASE NO.: PUD-22-222

THE PLANNING & ZONING DIVISION RECOMMENDS:

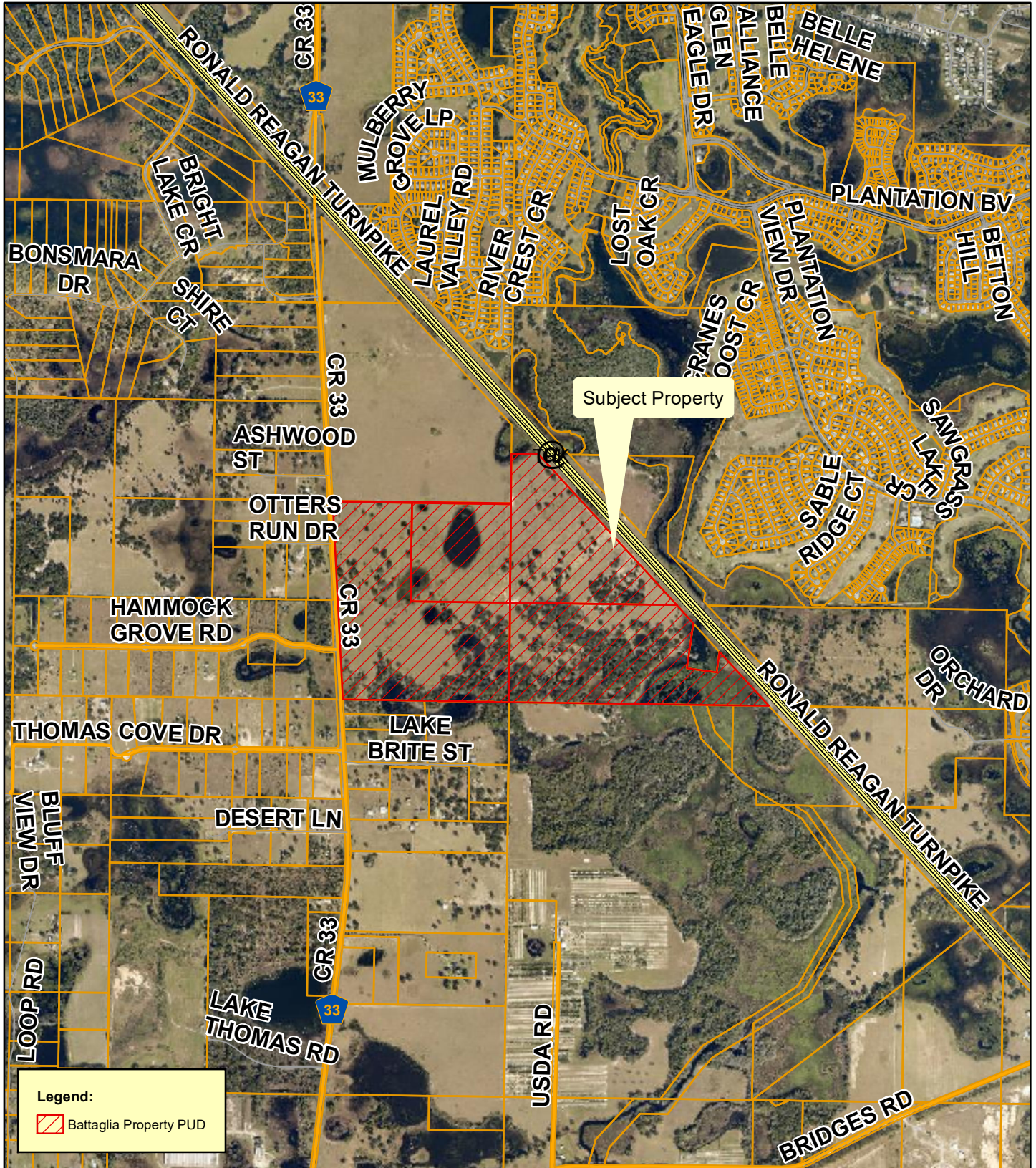
APPROVAL of this request for the following reason(s):

1. The proposed request, as conditioned, is compatible with the current surrounding zoning districts of Lake County PUD (Planned Unit Development), Lake County A (Agriculture); and with City of Leesburg RE-1 (Estate Density Residential) and PUD (Planned Unit Development).
2. The proposed zoning district of PUD (Planned Unit Development) as conditioned and shown in the attached "Exhibit A" is compatible with the existing City Future Land Use designation of Neighborhood Mixed Use.
3. The rezoning of the subject properties is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, and Objective 1.6.

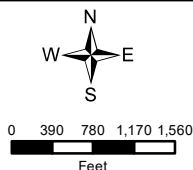
Action Requested:

1. Vote to approve staff's recommendation to rezone the subject property from City of Leesburg RE-1 (Estate Density Residential) to City of Leesburg PUD (Planned Unit Development) and forward the recommendation to the City Commission for consideration.

Aerial

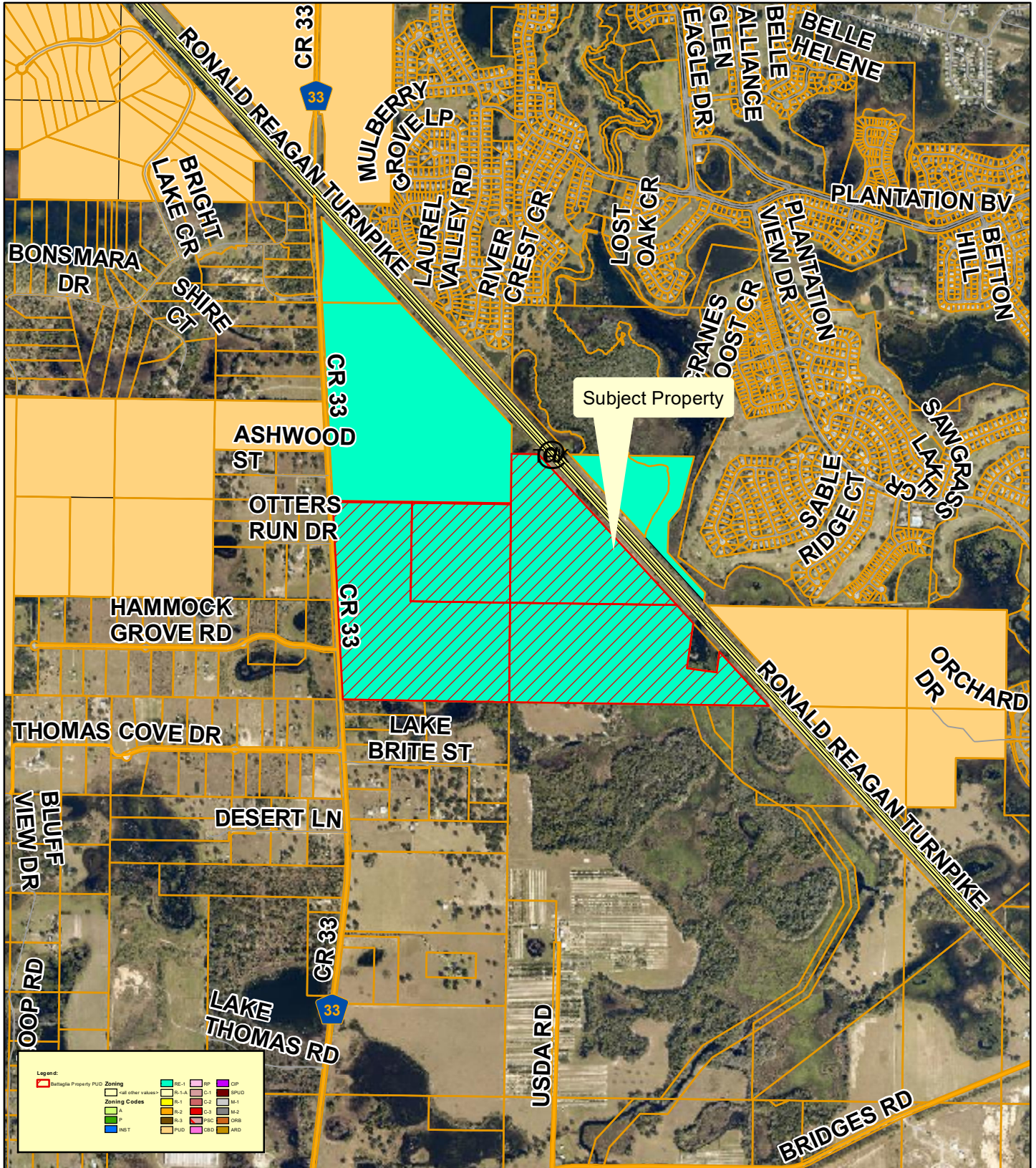


**Planning
& Zoning
Division**



Battaglia Property
 CR 33 South of Florida's Turnpike
 AK#: 1775302, 1035465, 3884013, 1035481, 1088224, 1775329
 Sections 34 and 35, Township 20 South, Range 24 East
 May 25, 2022

Zoning



Subject Property



**Planning
& Zoning
Division**



0 390 780 1,170 1,560
Feet

Battaglia Property

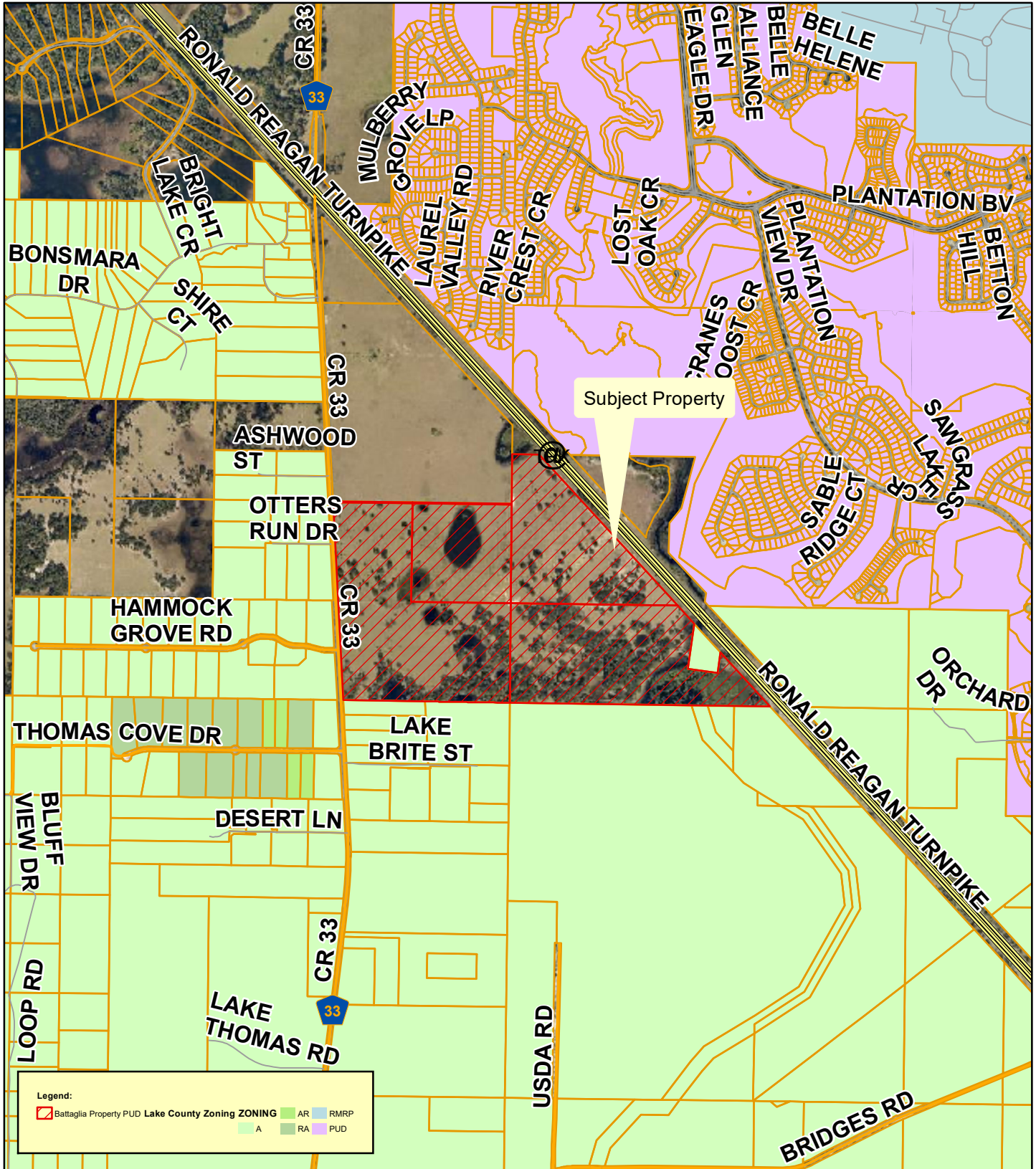
CR 33 South of Florida's Turnpike

AK#: 1775302, 1035465, 3884013, 1035481, 1088224, 1775329

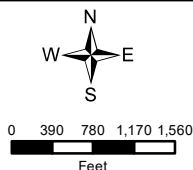
Sections 34 and 35, Township 20 South, Range 24 East

May 25, 2022

Lake County Zoning

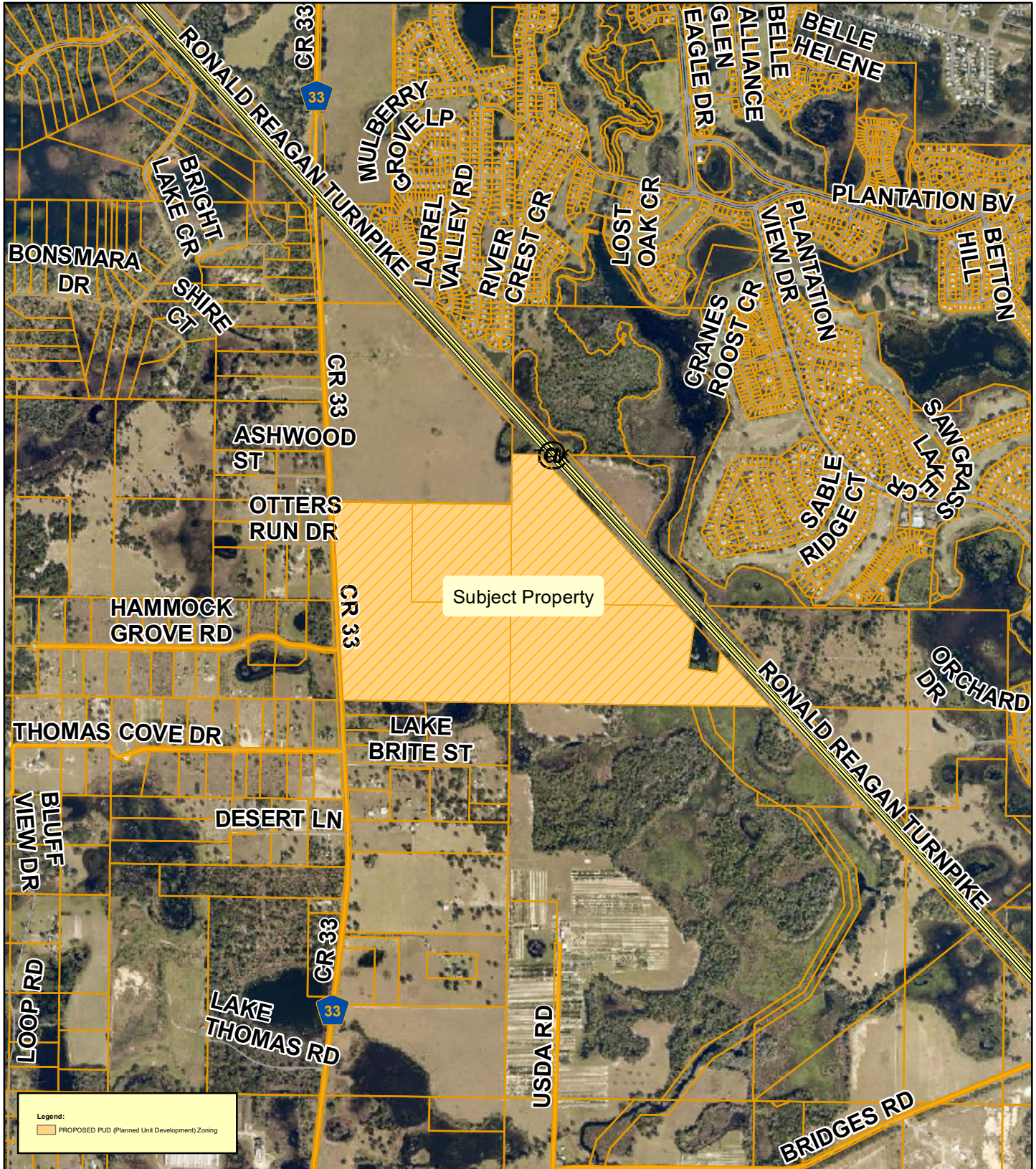


**Planning
& Zoning
Division**

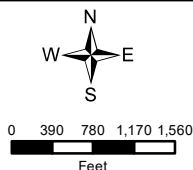


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PROPOSED Zoning

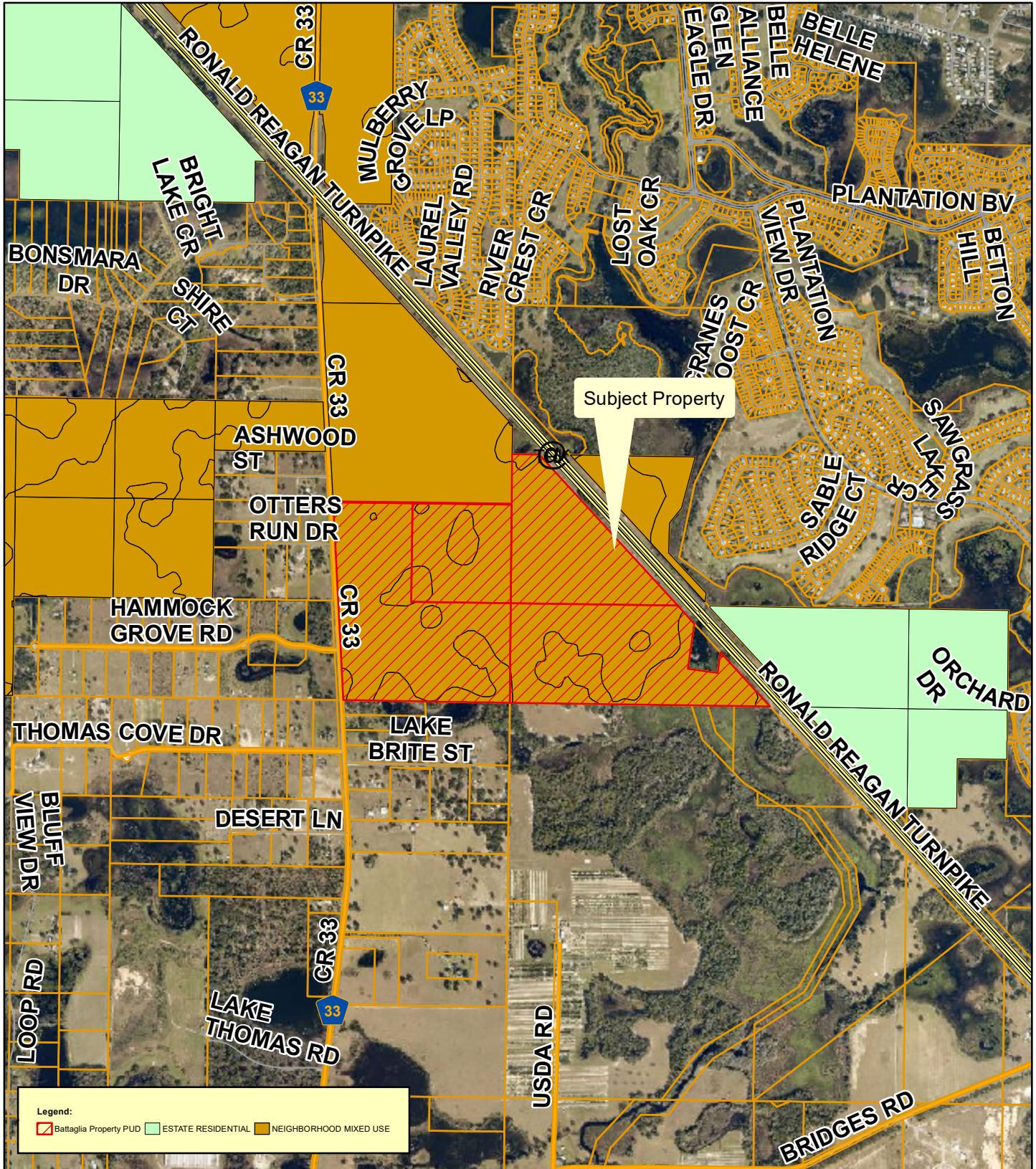


**Planning
& Zoning
Division**

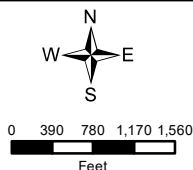


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May 25, 2022

Future Land Use

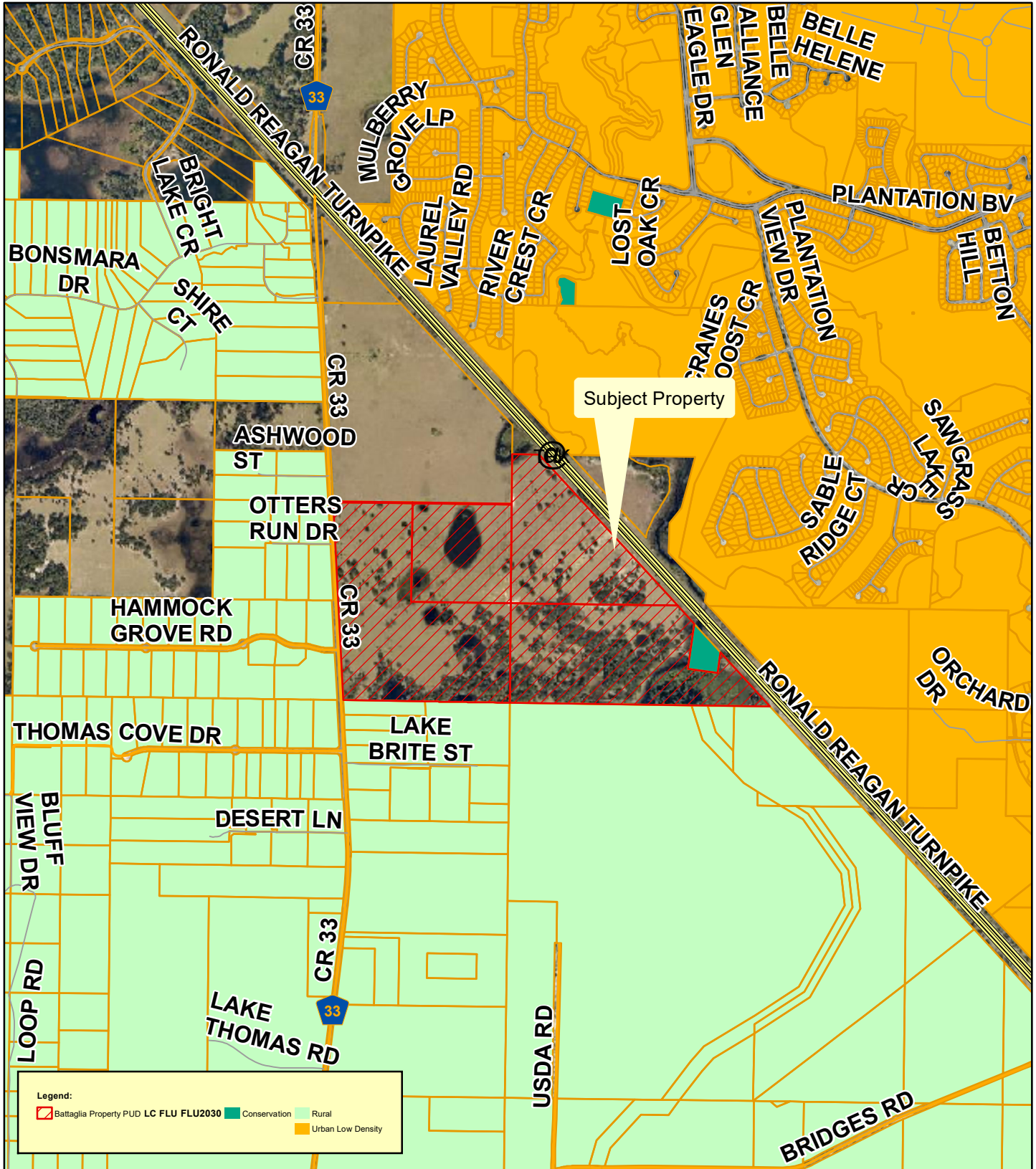


**Planning
& Zoning
Division**

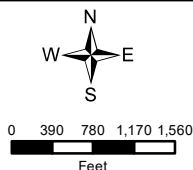


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Sections 34 and 35, Township 20 South, Range 24 East
May 25, 2022

Lake County Future Land Use



**Planning
& Zoning
Division**

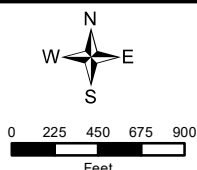


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Sections 34 and 35, Township 20 South, Range 24 East
May 25, 2022

Surrounding Existing Land Use

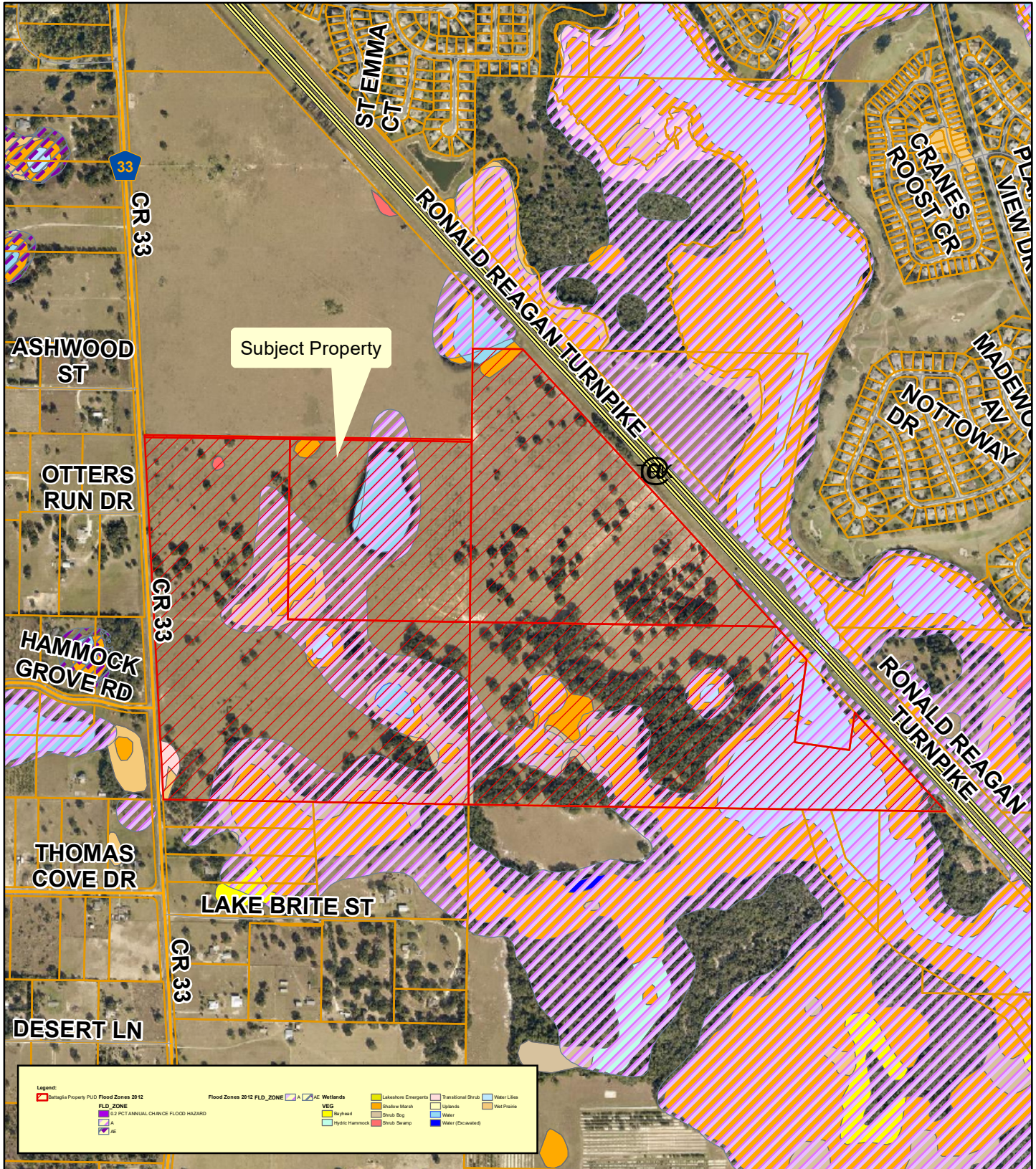


**Planning
& Zoning
Division**

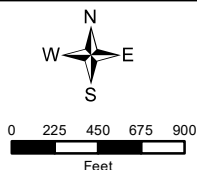


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Sections 34 and 35, Township 20 South, Range 24 East
May 25, 2022

Wetlands and Flood Zones



**Planning
& Zoning
Division**



Battaglia Property
CR 33 South of Florida's Turnpike
AK#: 1775302, 1035465, 3884013, 1035481, 1088224, 1775329
Sections 34 and 35, Township 20 South, Range 24 East
May 25, 2022

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.7.

Meeting Date: July 25, 2022

From: Al Minner, (City Manager)

Subject: An Ordinance of the City Commission of the City of Leesburg, Florida providing for amendments of the City Charter; amending Article I, Section 5 relating to Powers of the City; providing requisite ballot language for submission to electors; providing for severability; providing for inclusion in the Charter; providing for conflict; and providing an effective date.

Staff Recommendation:

Approve Ordinance setting a public hearing for the August 8 regular commission meeting to approve a vote which will call for a referendum to be voted on at the November 8, 2022 election.

Analysis:

The purpose of this Ordinance is to call for a Referendum which 1) makes it harder for the City's enterprise funds to be sold, and 2) establishes the exact transfer of revenue from the Electric fund to the General fund.

As the city continues to grow, more future residents who live in the corporate limits will probably not be on the city's electric system. Therefore, to protect the system from those residents who may not be interconnected, there grows a greater need to make it harder to sell the system should that question ever be posed.

Therefore, this referendum question makes it harder for the utility to ever be sold by 1) forcing the Commission to pass the referendum question with a four-fifths (4/5) vote and requiring the electors to pass such a question with a two-thirds (2/3) majority vote. And, 2) the referendum question protects the electric fund transfer to represent the typical franchise fee.

Procurement Analysis:

N/A

Options:

1. Approve the Ordinance as presented calling for a Referendum question; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None

ORDINANCE 2022 - ____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, PROVIDING FOR AMENDMENTS OF THE CITY CHARTER; AMENDING ARTICLE I, SECTION 5 RELATING TO POWERS OF THE CITY; PROVIDING REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO ELECTORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CHARTER; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Leesburg, after considering the recommendations of the City Manager, has determined to submit certain proposed Charter Amendments for approval or disapproval by the electors of Leesburg at the next general election held within the municipality in accordance with Sec. 166.031, Florida Statutes,

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

Section 1. It is submitted that Article I, Section 5 of the City Charter entitled “Powers Generally” be amended as follows:

Section 5. – Powers Generally.

The City of Leesburg shall have the power and authority to operate any public utility services, within or outside its municipal boundaries; to exercise any and all home rule powers granted by the Constitution and Laws of the State of Florida; and to exercise any other powers lawfully vested in it by the United States of America or the State of Florida. Notwithstanding the foregoing, a referendum and the affirmative vote of at least two thirds (2/3) of the qualified electors of the City shall be required to authorize the sale, lease, conveyance, hypothecation, assignment, or other transfer of any enterprise fund or activity of the City, including operation of any enterprise of the City. Any ordinance proposing such a referendum must receive the affirmative vote of at least four fifths (4/5) of the Commissioners. Exactly six percent (6%) of the City’s total annual electric utility revenues shall be transferred from the Electric Enterprise Fund to the General Fund.

Section 2. *Form of Ballot.* The form of ballot for the Charter amendments provided herein shall be as follows:

A. Ballot Question Number 1: Enterprise Fund Sale Referendum. Under the current Charter, the sale, lease, conveyance, hypothecation, assignment, or other transfer of any enterprise fund or activity of the City, including the operation of any enterprise of the City may be authorized upon the affirmative vote of a simple majority of the Commissioners. In addition, under the current Charter, the City

Commissioners may adopt an ordinance requiring such a referendum upon the affirmative vote of a simple majority of the Commissioners. This amendment would require a referendum and the affirmative vote of at least two thirds (2/3) of the qualified electors of the City to authorize the sale, lease, conveyance, hypothecation, assignment, or other transfer of any enterprise fund or activity of the City, including operation of any enterprise of the City. This amendment would also require the affirmative vote of at least four fifths (4/5) of the City Commissioners to approve an ordinance requiring a referendum to authorize the sale, lease, conveyance, hypothecation, assignment, or other transfer of any City enterprise fund or activity of the City, including operation of any enterprise of the City.

Shall the above-described amendment be adopted?

Yes []

No []

B. Ballot Question Number 2: Electric Enterprise Fund Transfers to General Fund. Under the current Charter, there are no limitations on the amount of the City's total electric utility revenues that may be transferred from the City's Electric Enterprise Fund to the City's General Fund. This amendment would specify that exactly six percent (6%) of the City's total annual electric revenues will be transferred from the City's Electric Enterprise Fund to the City's General Fund.

Shall the above-described amendment be adopted?

Yes []

No []

Section 3. All ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. This Ordinance shall be effective upon passage on second and final reading; however, the Charter amendment contained herein shall not be effective until adopted by a majority of the qualified electors of the City of Leesburg voting in the next general election held within the City, as certified by the Supervisor of Elections for Lake County, Florida.

Section 5. Upon adoption of the Charter amendment contained herein, the City Clerk is directed to revise the City Charter to incorporate the amendment and to file the revised Charter with the Secretary of State for the State of Florida.

Section 6. The provisions of this ordinance are intended to be incorporated into the City Charter of the City of Leesburg, Florida, and the sections of this ordinance may be renumbered, relettered, and the word “ordinance” may be changed to “section,” “article,” or such other word or phrase in order to accomplish such intention.

Section 7. If any section, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this ordinance.

PASSED AND ORDAINED this _____ day of _____ 2022, by
the City Commission of the City of Leesburg, Florida.

[Seal]

Mike Pederson
Mayor

Attest:

J. Andi Purvis
City Clerk

Approved as to form:

William Grant Watson
City Attorney

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.1.

Meeting Date: July 25, 2022

From: James Williams, (Finance Director)

Subject: Resolution of the City of Leesburg, Florida authorizing the issuance of the City's not to exceed \$30,000,000 Utility System Revenue Bond, Series 2022 for the purpose of financing the costs of the Acquisition, Construction and Equipping of the Construction of a Wastewater Treatment Facility and other Capital Projects of the Utility System and pay costs of issuance for such bond; authorizing the Mayor, Mayor Pro-Tem, City Manager or Finance Director to award the sale of such bonds to Truist Bank, in accordance with certain parameters set forth herein; approving the form and authorizing the execution and delivery of a loan agreement to secure the repayment of said 2022 bond; providing for the payment of such 2022 bond from the pledged revenues of the City's Water, Sewer and Gas systems on parity with certain existing city utility system debt, all as provided in the loan agreement; approving the form and authorizing the execution and delivery of an allonge to its Utility System Revenue Refunding Note, Series 2010 originally purchased by Truist Bank (Successor to SunTrust Bank); authorizing the proper officials of the City to do any other additional things deemed necessary or advisable in connection with the execution of the loan agreement, such 2022 Bond, and the security therefor; authorizing the execution and delivery of documents in connection with said loan; providing for severability and other matters in regard thereto; and providing an effective date.

Staff Recommendation:

Approve the Resolution for the \$30,000,000 loan from Truist Bank for the construction of Phase II of the Turnpike Wastewater Plant. This expands wastewater capacity from 4.5 mgd to 6 mgd.

Analysis:

This loan is for \$30,000,000 for a twenty-year term at 3.37%. The loan has fairly level annual debt service. The Maximum Annual Debt Service is \$2,088,610.50 and the Average Annual Debt Service is \$2,076,839.66. The total interest over the twenty years is \$11,894,471. Fees for this loan are \$100,000, which come out of the loan at closing.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

See above Analysis.

RESOLUTION NO. _____

RESOLUTION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE ISSUANCE OF THE CITY'S NOT TO EXCEED \$30,000,000 UTILITY SYSTEM REVENUE BOND, SERIES 2022 FOR THE PURPOSE OF FINANCING THE COSTS OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF THE CONSTRUCTION OF A WASTEWATER TREATMENT FACILITY AND OTHER CAPITAL PROJECTS OF THE UTILITY SYSTEM AND PAY COSTS OF ISSUANCE FOR SUCH BOND; AUTHORIZING THE MAYOR, MAYOR PRO TEM, CITY MANAGER OR FINANCE DIRECTOR TO AWARD THE SALE OF SUCH BONDS TO TRUIST BANK, IN ACCORDANCE WITH CERTAIN PARAMETERS SET FORTH HEREIN; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT TO SECURE THE REPAYMENT OF SAID 2022 BOND; PROVIDING FOR THE PAYMENT OF SUCH 2022 BOND FROM THE PLEDGED REVENUES OF THE CITY'S WATER, SEWER AND GAS SYSTEMS ON PARITY WITH CERTAIN EXISTING CITY UTILITY SYSTEM DEBT, ALL AS PROVIDED IN THE LOAN AGREEMENT; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ALLONGE TO ITS UTILITY SYSTEM REVENUE REFUNDING NOTE, SERIES 2010 ORIGINALLY PURCHASED BY TRUIST BANK (SUCCESSOR TO SUNTRUST BANK); AUTHORIZING THE PROPER OFFICIALS OF THE CITY TO DO ANY OTHER ADDITIONAL THINGS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH THE EXECUTION OF THE LOAN AGREEMENT, SUCH 2022 BOND, AND THE SECURITY THEREFOR; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS IN CONNECTION WITH SAID LOAN; PROVIDING FOR SEVERABILITY AND OTHER MATTERS IN REGARD THERETO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission (the "Commission") of the City of Leesburg, Florida (the "Issuer") adopted Resolution No. 7143 on June 14, 2004, as amended and supplemented (the "Bond Resolution") pursuant to which the Issuer has issued its Taxable Utility System Revenue Bonds, Series 2007B, Utility System Revenue Refunding Note, Series 2010, Utility System Refunding Revenue Bonds, Series 2013, Utility System Refunding Revenue Bonds, Series 2016 and Utility System Revenue Note, Series 2020 (collectively, the "Outstanding Bonds"); and

WHEREAS, the Bond Resolution authorizes the issuance of Additional Bonds for the purpose of financing the Cost of the Project and costs of issuance thereof; and

WHEREAS, the Commission has determined that upon satisfying the conditions described herein it will be in the best interest of the Issuer to issue its Utility System Revenue Bond, Series 2022 (the "2022 Bond") as an Additional Bond under the Bond Resolution to finance

the Costs of the acquisition, construction and equipping of a wastewater treatment facility and other capital projects of the System and to pay the costs of issuance of the 2022 Bond; and

WHEREAS, Truist Bank (the "Lender") intends to purchase the 2022 Bond by negotiated sale pursuant to the terms of a Loan Agreement between the Issuer and the Lender in substantially the form attached hereto as Exhibit "A" (the "Loan Agreement"); and

WHEREAS, pursuant to the Bond Resolution and Resolution No. 8673, adopted by the Issuer on June 28, 2010 (the "2010 Resolution"), the Issuer issued its Utility System Revenue Refunding Note, Series 2010 (the "2010 Note") on July 8, 2010;

WHEREAS, the Issuer and the Lender have agreed to amend the 2010 Note to remove the right of the Lender to Accelerate the 2010 Note upon an Event of Default and in lieu thereof to provide for a default rate upon an Event of Default, with such amendment to be set forth in an Allonge between the Issuer and Truist Bank (successor to SunTrust Bank) in substantially the form attached hereto as Exhibit "B" (the "Allonge"); and

WHEREAS, because of the currently fluctuating conditions existing in the market for securities similar to the 2022 Bond, the Issuer finds it appropriate to delegate the authority as provided herein to accept the offer of the Lender to purchase the 2022 Bond to be issued pursuant to the terms of the Loan Agreement if certain conditions set forth in this Resolution are met, and to make certain other determinations with respect to the 2022 Bond and the security therefor all as forth herein;

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Section 159.11, Florida Statutes, Chapter 166, Florida Statutes, the Florida Constitution, and other applicable provisions of law and the Bond Resolution. Capitalized terms not defined herein shall have the meaning ascribed to them in the Bond Resolution.

SECTION 2. FINDINGS. It is hereby ascertained, determined and declared:

(A) The City staff in consultation with PFM Financial Advisors LLC ("PFM"), the City's financial advisor, has reviewed the proposal of the Lender regarding a loan in a principal amount not exceeding \$30,000,000, the proceeds of which will be applied to the acquisition, construction and equipping of a wastewater treatment facility and certain other capital improvements to the System (the "Project") and to pay all or a portion of the costs of issuance of the 2022 Bond.

(B) Because of the characteristics of the 2022 Bond and prevailing market conditions, and after review of responses to a request for proposals distributed by PFM, and based in part on advice of PFM, the Commission has determined that it is best to award the sale of the 2022 Bond to the Lender at a negotiated sale, with the interest rate, dated date, maturity date and redemption provisions either set forth herein or as to be set forth in the Loan Agreement, a form of which is attached hereto as Exhibit "A," or in the 2022 Bond, a form of which is attached to the form of the Loan Agreement.

(C) Prior to the sale of the 2022 Bond, the Lender must provide the Issuer with a disclosure statement containing the information required by Section 218.385(6), Florida Statutes, and a Truth-in-Bonding Statement pursuant to Section 218.385(2), Florida Statutes, in order for the Lender's offer to purchase the 2022 Bond to be accepted pursuant to this Resolution, and no further disclosure is required by the Issuer.

(D) The 2022 Bond will not be issued unless the applicable requirements of Article XII of the Bond Resolution are satisfied. Upon issuance in accordance with the terms hereof and of the Loan Agreement, the 2022 Bond will constitute an Additional Bond under the Bond Resolution, as supplemented hereby, entitled to all the security and benefits thereof.

SECTION 3. AUTHORIZATION OF 2022 BOND AND PROJECT. The City hereby authorizes the issuance of the 2022 Bond and hereby authorizes the use of proceeds of the 2022 Bond to acquire, construct and equip the Project and pay all or a portion of the costs of issuance of the 2022 Bond, all as more particularly described in the Loan Agreement.

The 2022 Bond shall not be secured by the Reserve Account created by the Bond Resolution or any separate reserve fund or reserve account and there shall be no Reserve Requirement with respect to the 2022 Bond.

SECTION 4. APPROVAL OF FORM OF AND AUTHORIZATION OF LOAN AGREEMENT AND EXECUTION OF LOAN AGREEMENT AND 2022 BOND. The Issuer is authorized to execute the Loan Agreement with the Lender in substantially the form attached hereto as Exhibit "A" and to make and deliver to the Lender the 2022 Bond, substantially in the form attached to the Loan Agreement, and to apply the proceeds thereof to pay Costs of the Project, to the extent applicable, to capitalize interest on the 2022 Bond, and to pay the costs of issuance of the 2022 Bond. The forms and terms of the Loan Agreement and 2022 Bond (jointly, the "Loan Documents") attached hereto are hereby approved, and the Mayor or the Mayor Pro-Tem of the City (the "Mayor") and the City Clerk or any deputy or assistant City Clerk of the City (the "City Clerk") (collectively, the "Authorized Signatories") are each individually authorized to execute and deliver the same, with such changes, insertions, omissions and filling of blanks, including, without limitation, the principal amount of the 2022 Bond, as may be approved by the Authorized Signatories, such approval to be conclusively evidenced by the execution thereof by the Authorized Signatories; provided, however, that the principal amount of the 2022 Bond shall in no event exceed \$30,000,000, the interest rate on the 2022 Bond shall be 3.37% per annum (subject to adjustment as provided in the Loan Agreement), the 2022 Bond, shall be prepayable by the Issuer in accordance with the terms of the Loan Agreement and the 2022 Bond and the final maturity date of the 2022 Bond shall be October 1, 2042.

The 2022 Bond shall be in a denomination equal to the outstanding principal amount thereof and shall be subject to restrictions on transfer set forth in the form thereof. The principal of the 2022 Bond shall be payable in installments in the amounts and on the dates set forth on the schedule attached to the 2022 Bond, as may be approved by the Authorized Signatories, such approval to be conclusively evidenced by the execution thereof by the Authorized Signatories.

The 2022 Bond shall be issued as a fully registered bond in a single denomination equal to the Loan Amount. Interest on the 2022 Bond will be computed on the basis of a 360-day year consisting of twelve 30-day months.

Notwithstanding anything in the Bond Resolution to the contrary, notice of redemption shall be given as provided in the Loan Agreement. Notwithstanding any other provision hereof, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events as shall be specified in such notice of optional redemption and may also be subject to rescission by the Issuer, whether or not expressly set forth in such notice.

SECTION 5. APPROVAL OF FORM OF ALLONGE. The Issuer is authorized to execute and deliver the Allonge to the 2010 Note in the form attached as Exhibit "B" hereto. The form and terms of the Allonge are hereby approved, and the Authorized Signatories are authorized on behalf of the Issuer to execute and deliver the same, with such changes, insertions, omissions and filling of blanks as may be approved by the Authorized Signatories, such approval to be conclusively evidenced by the execution thereof by the Authorized Signatories signing the same.

SECTION 6. PAYMENT OF DEBT SERVICE ON 2022 BOND; LOAN AGREEMENT AND 2022 BOND NOT TO BE GENERAL OBLIGATION OR INDEBTEDNESS OF THE ISSUER. The 2022 Bond will be secured by the Pledged Revenues to the extent and in the manner provided in the Bond Resolution on parity with the Outstanding Bonds and any Additional Bonds hereafter issued, all as more particularly described in the Bond Resolution. The Loan Agreement is incorporated by reference herein and the 2022 Bond shall be a Bond under the Bond Resolution and all of the covenants contained in the Bond Resolution shall be fully applicable to the 2022 Bond as if originally issued thereunder.

The Loan Agreement and 2022 Bond and the obligations of the Issuer thereunder shall not be deemed to constitute general obligations or a pledge of the faith and credit of the Issuer, the State of Florida or any political subdivision thereof within the meaning of any constitutional, legislative or charter provision or limitation, but shall be payable solely from and secured by a lien upon and a pledge of Pledged Revenues. No holder or owner of the 2022 Bond shall ever have the right, directly or indirectly, to require or compel the exercise of the ad valorem taxing power of the Issuer or any other political subdivision of the State of Florida or taxation in any form on any real or personal property for any purpose, including, without limitation, for the payment of debt service with respect thereto. The Loan Agreement and the 2022 Bond and the indebtedness evidenced thereby shall not constitute a lien upon any real or personal property of the Issuer, or any part thereof, or any other tangible personal property of or in the Issuer, but shall constitute a lien only on the Pledged Revenues, all in the manner and to the extent provided in the Bond Resolution.

SECTION 7. AUTHORIZATIONS. In accordance with the terms of this Resolution, the Authorized Signatories are authorized to execute manually or by their facsimile signatures and deliver on behalf of the Issuer the Loan Agreement, the 2022 Bond and the Allonge as provided hereby. All officials and employees of the Issuer, including, without limitation, the Authorized Signatories, are authorized and empowered, collectively or individually, to take all other actions and steps and to execute all instruments, documents, and contracts and giving of notices on behalf

of the Issuer as they shall deem necessary or desirable in connection with the completion of the Loan and the carrying out of the intention of this Resolution.

The Authorized Signatories and such other officers of the Issuer legally authorized to take action in their absence, and such other officers and employees of the Issuer as may be designated by the Mayor or the Clerk of the Issuer, are each designated as agents of the Issuer in connection with issuance and delivery of the 2022 Bond, the Allonge and the Loan Agreement and are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents and contracts on behalf of the Issuer that are necessary or desirable in connection with the execution and delivery of the 2022 Bond, the Allonge and the Loan Agreement and which are specifically authorized or are not inconsistent with the terms and provisions of this Resolution or the Bond Resolution or any action relating to the 2022 Bond or the Allonge or the Loan Agreement heretofore taken by the Issuer, including, without limitation the execution and delivery of a term sheet. Such officers and those so designated are hereby charged with the responsibility for the issuance of the 2022 Bond and may request disbursements of the Loan in accordance with the terms of the Loan Agreement.

The Mayor Pro Tem is hereby authorized to do all acts or things required of the Mayor by the terms hereof in the event of the Mayor's absence or unavailability. Any Deputy Clerk is hereby authorized to do all acts and things required of the Clerk.

SECTION 8. CONTROLLING LAW; MEMBERS OF THE COMMISSION OF ISSUER NOT LIABLE. This Resolution shall be governed by and construed in accordance with the laws of the State of Florida. All covenants, stipulations, obligations and agreements of the Issuer contained in the Bond Resolution and herein shall be deemed to be covenants, stipulations, obligations and agreements of the Issuer to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, agent or employee of the Commission in his or her individual capacity, and neither the members of the Commission nor any official executing the Loan Agreement, the Allonge, the 2022 Bond or other documents contemplated hereby shall be liable personally on the Loan Agreement, the Allonge, the 2022 Bond or the Bond Resolution or shall be subject to any personal liability or accountability by reason of the issuance or the execution by the Commission or such official.

SECTION 9. AUTHORITY AS PAYING AGENT AND REGISTRAR. The Issuer is hereby designated paying agent and registrar for the 2022 Bond.

SECTION 10. REPEAL OF INCONSISTENT RESOLUTIONS AND ACTIONS. All resolutions or actions of the City in conflict herewith are hereby superseded and repealed to the extent of such conflict.

SECTION 11. EFFECT OF PARTIAL INVALIDITY. If any one or more provisions of this Resolution, the Loan Agreement, or the 2022 Bond or the Allonge shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, the 2022 Bond, the Allonge or the Loan Agreement, but this Resolution, the Loan

Agreement, the 2022 Bond, and the Allonge shall be construed and enforced as if such illegal or invalid provision had not been contained therein.

SECTION 12. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

[Signatures on Following Page]

PASSED, APPROVED AND ADOPTED this 25th day of July, 2022.

CITY OF LEESBURG, FLORIDA

[SEAL]

By: _____
Mike Pederson, Mayor

ATTEST:

By: _____
City Clerk

Approved as to form and correctness:

By: _____
City Attorney

#157478076_v9 016268.00032

EXHIBIT "A"

FORM OF LOAN AGREEMENT

LOAN AGREEMENT

Dated as of July 29, 2022

By and Between

THE CITY OF LEESBURG, FLORIDA

(the "City")

and

TRUIST BANK

(the "Lender")

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LOAN AGREEMENT

THIS LOAN AGREEMENT (the "Agreement"), made and entered into this 29th day of July, 2022, by and between **THE CITY OF LEESBURG, FLORIDA** (the "City"), a municipal corporation of the State of Florida, and **TRUIST BANK** (the "Lender").

WITNESSETH:

WHEREAS, capitalized terms used in these recitals and not otherwise defined shall have the meanings specified in Article I of this Agreement or the Bond Resolution;

WHEREAS, the City, pursuant to the provisions of the Section 159.11, Florida Statutes, Chapter 166, Florida Statutes, Articles VIII, Section 2, Constitution of the State of Florida and other applicable provisions of law (collectively, the "Act") and Resolution No. 7143 adopted by the City Commission of the City (the "Commission") on June 14, 2004, as amended and as supplemented by Resolution No. ____, adopted by the City on July 25, 2022 (collectively, the "Bond Resolution"), is authorized to borrow money, and more particularly issue the Bond described below for financing the 2022 Project; and

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I DEFINITION OF TERMS

Section 1.01. Definitions. Capitalized terms used in this Agreement shall have the respective meanings assigned thereto by the Bond Resolution (as hereinafter defined) and the following terms not otherwise defined shall have the respective meanings as follows unless the context clearly requires otherwise:

"Act" shall have the meaning assigned to that term in the recitals hereof.

"Agreement" shall mean this Loan Agreement and all modifications, alterations, amendments and supplements hereto made in accordance with the provisions hereof.

"Bond" shall mean the City of Leesburg, Florida Utility System Revenue Bond, Series 2022 issued by the City under the Agreement and the Bond Resolution.

"Bond Counsel" shall mean, Holland & Knight LLP, Lakeland, Florida, or any other attorney at law or firm of attorneys of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions hired by the City to render an opinion on such matters with regard to the Bond.

"Bond Resolution" shall have the meaning given in the recitals hereto.

"Bondholder" or "Holder" shall mean the Lender as the holder of the Bond and any subsequent registered holder of the Bond.

"Business Day" shall mean any day other than a Saturday, a Sunday, or a day on which the office of the Holder at which payments on the Bond are due or the offices of the City are lawfully closed.

"City" shall mean the City of Leesburg, Florida, a municipal corporation of the State of Florida.

"City Clerk" shall mean the City Clerk or any deputy city clerk of the City and such other person as may be duly authorized to act on his or her behalf.

"City Manager" shall mean the City Manager of the City and such other person as may be duly authorized to act on his or her behalf.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, and the applicable rules and regulations promulgated thereunder.

"Debt Service" means principal and interest, and other debt-related costs, due in connection with the Bond, as applicable.

"Default Rate" means the lesser of the (a) the sum of the Interest Rate plus 2.00% and (b) the maximum rate permitted by law.

"Event of Default" shall mean an Event of Default as defined in Section 5.01 of this Agreement.

"Event of Taxability" means the occurrence after the date hereof of a final decree or judgment of any Federal court or a final action of the Internal Revenue Service determining that interest paid or payable on all or a portion of any Bond is or was includable in the gross income of a Holder for Federal income tax purposes; provided, that no such decree, judgment, or action will be considered final for this purpose, however, unless the City has been given written notice and, if it is so desired and is legally allowed, has been afforded the opportunity at the City's own expense to contest the same, either directly or in the name of any Holder, and until the conclusion of any appellate review, if sought. An Event of Taxability does not include and is not triggered by a change in law by Congress that causes the interest to be includable under the Holder's gross income. For all purposes of this definition, the effective date of any Event of Taxability will be the first date as of which interest is deemed includable in the gross income of the Holder of the Bond.

"Finance Director" shall mean the City's Finance Director or such other person as may be duly authorized to act on his or her behalf.

"Financial Advisor" shall mean PFM Financial Advisors LLC, Orlando, Florida.

"Fiscal Year" shall mean the 12-month period commencing October 1 of each year and ending on the succeeding September 30, or such other 12-month period as the City may designate as its "fiscal year" as permitted by law.

"Interest Rate" means a per annum rate equal to (a) 3.37% and (b) after an Event of Taxability, the Taxable Rate. Notwithstanding the foregoing, however, after, and during the continuance of, an Event of Default, "Interest Rate" shall mean the Default Rate.

"Lender" shall mean Truist Bank.

"Loan" shall refer to an amount equal to the outstanding principal of the Bond, together with unpaid interest and penalties, if any, which have accrued.

"Maturity Date" shall mean October 1, 2042.

"Parity Obligations" shall mean collectively the City's outstanding Taxable Utility System Revenue Bonds, Series 2007B, Utility System Revenue Refunding Note, Series 2010, Utility System Refunding Revenue Bonds, Series 2013, Utility System Refunding Revenue Bonds, Series 2016 and the City's outstanding Utility System Revenue Note, Series 2020.

"Payment Date" shall mean each April 1 and October 1, commencing October 1, 2022 until the Bond has been paid in full.

"Pledged Revenues" means shall have the meaning given in the Bond Resolution.

"2022 Project" means the acquisition, construction and equipping of a wastewater treatment facility and certain other capital improvements of the System.

"Taxable Period" means the period of time between (a) the date that interest on any Bond is deemed to be includable in the gross income of the Holder thereof for federal income tax purposes as a result of an Event of Taxability, and (b) the date of the Event of Taxability and after which any Bond bears interest at the Taxable Rate.

"Taxable Rate" means the interest rate per annum that shall provide the Holder with the same after-tax yield that the Holder would have otherwise received had the Event of Taxability not occurred, taking into account the increased taxable income of the Holder as a result of such Event of Taxability. The Holder shall provide the City with a written statement explaining the calculation of the Taxable Rate, which statement shall, in the absence of manifest error, be conclusive and binding on the City.

Section 1.02. Interpretation. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

Section 1.03. Titles and Headings. The titles and headings of the Articles and Sections of this Agreement, which have been inserted for convenience of reference only and are not to be considered a part hereof, shall not in any way modify or restrict any of the terms and provisions hereof, and shall not be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

ARTICLE II REPRESENTATIONS AND WARRANTIES OF THE PARTIES

Section 2.01. Representations and Warranties of City. The City represents and warrants to the Lender as follows:

(a) Existence. The City is a municipal corporation of the State of Florida, duly created and validly existing under the laws of the State of Florida, with full power to enter into this Agreement, to perform its obligations hereunder and to issue and deliver the Bond to the Lender. The making, execution and performance of this Agreement on the part of the City and the issuance and delivery of the Bond have been duly authorized by all necessary action on the part of the City and will not violate or conflict with the Act, or any agreement, indenture or other instrument by which the City or any of its material properties is bound.

(b) Validity, Etc. This Agreement, the Bond and the Bond Resolution are valid and binding obligations of the City enforceable against the City in accordance with their respective terms, except to the extent that enforceability may be subject to valid bankruptcy, insolvency, financial emergency, reorganization, moratorium or similar laws relating to or from time to time affecting the enforcement of creditors' rights and except to the extent that the availability of certain remedies may be precluded by general principles of equity.

(c) Litigation. There are no actions, suits or proceedings pending or, to the best knowledge of the City, threatened against or affecting the City, at law or in equity, or before or by any governmental authority, that, if adversely determined, would materially impair the ability of the City to perform the City's obligations under this Agreement or under the Bond.

(d) No Financial Material Adverse Change. No material adverse change in the financial condition of the City or the Pledged Revenues has occurred since the audited financial statements of the City for its year ended September 30, 2021.

(e) Powers of City. The City has the legal power and authority to pledge the Pledged Revenues to the repayment of the Loan to the extent and the manner provided in the Bond Resolution, it being understood that the Bond has no lien on any amounts on deposit in the Composite Reserve Account or the Reserve Fund.

(f) Authorizations, etc. No authorization, consent, approval, license, exemption of or registration or filing with any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, has been or will be necessary for the valid execution, delivery and performance by the City of this Agreement, the Bond and the related documents, except such as have been obtained, given or accomplished.

Section 2.02. Representations and Warranties of Lender. The Lender represents and warrants to the City as follows:

(a) Existence. The Lender is a North Carolina banking corporation, authorized to do business in the State of Florida, with full power to enter into this Agreement, to perform its obligations hereunder and to make the Loan. The performance of this Agreement on the part of the Lender and the making of the Loan have been duly authorized by all necessary action on the

part of the Lender and will not violate or conflict with applicable law or any material agreement, indenture or other instrument by which the Lender or any of its material properties is bound.

(b) Validity. This Agreement is a valid and binding obligation of the Lender enforceable against the Lender in accordance with its terms, except to the extent that enforceability may be subject to valid bankruptcy, insolvency, financial emergency, reorganization, moratorium or similar laws relating to or from time to time affecting the enforcement of creditors' rights and except to the extent that the availability of certain remedies may be precluded by general principles of equity.

(c) Knowledge and Experience. The Lender (i) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of making the Loan and owning the Bond, (ii) has received and reviewed such financial information concerning the Pledged Revenues as it has needed in order to fairly evaluate the merits and risks of making the Loan and owning the Bond; and (iii) is purchasing the Bond as an investment for its own account and not with a current view toward resale to the public.

ARTICLE III THE BOND

Section 3.01. Purpose and Use. On the date of this Agreement, the Lender shall make available to the City the Loan in the principal amount of Thirty Million Dollars (\$30,000,000). The proceeds available under this Agreement shall be used solely to pay Costs of the 2022 Project and pay all or a portion of the costs of issuance of the Bond.

Section 3.02. The Bond. The Bond shall be issued as a Term Bond and shall be substantially in the form set forth as **Exhibit A** to this Agreement. The general terms of the Bond shall be as follows:

(a) Amount of Bond. The principal amount of the Bond shall be Thirty Million Dollars (\$30,000,000).

(b) Interest. The Bond shall bear interest at the Interest Rate payable on each Payment Date. The Interest Rate shall be subject to adjustment as provided in the Bond. The Bondholder shall promptly notify the City in writing of any adjustments in the Interest Rate. Notwithstanding any provision hereof the contrary, in no event shall the interest rate on the Bond exceed the maximum rate permitted by law. Interest shall be calculated on the basis of a 360-day year of twelve (12), thirty (30)-day months.

(c) Prepayments and Principal Payments. The Bond shall be subject to mandatory Amortization Installments and shall finally mature on the Maturity Date. The Bond shall be further subject to optional redemption by the City, as provided in the Bond. Any prepayment shall be made on such date as shall be specified by the City in a written notice delivered to the Bondholder not less than two (2) Business Days prior to the specified prepayment date and such notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events as shall be specified in such notice of optional redemption and may also be subject to rescission by the City, whether or not expressly set forth in such notice. Any prepayment shall be

applied first to accrued interest, then to other amounts owed the Lender, and finally to principal as directed by the City.

Section 3.03. Conditions Precedent to Issuance of Bond. Prior to or simultaneously with the delivery of the Bond, there shall be filed with the Lender the following, each in form and substance reasonably acceptable to the Lender:

(a) an opinion of legal counsel to the City substantially to the effect that (i) the Bond Resolution has been duly adopted and this Agreement and the Bond has been duly authorized, executed and delivered by the City and each constitutes a valid, binding and enforceable agreement of the City in accordance with their respective terms, except to the extent that the enforceability of the rights and remedies set forth therein may be limited by bankruptcy, insolvency, financial emergency or other laws affecting creditors' rights generally or by usual equity principles; (ii) the City's execution, delivery and performance of this Agreement and execution and issuance of the Bond are not subject to any authorization, consent, approval or review of any governmental body, public officer or regulatory authority not heretofore obtained or effected; (iii) the execution, issuance and delivery of the Bond has been duly and validly authorized by the City, and the Bond constitutes a valid and binding special obligation of the City enforceable in accordance with its terms; (iv) the City (A) is a municipal corporation duly organized and validly existing under the laws of the State of Florida, and (B) has power and authority to adopt the Bond Resolution, to execute and deliver this Agreement, to execute and deliver the Bond, and to consummate the transactions contemplated by such instruments; (v) the execution, delivery and performance of the Bond and this Agreement, and compliance with the terms thereof and hereof, under the circumstances contemplated hereby, do not and will not in any material respect conflict with, or constitute on the part of the City a breach or default under, any indenture, mortgage, deed of trust, agreement or other instrument to which the City or to which its properties are subject or conflict with, violate or result in a breach of any existing law, administrative rule or regulation, judgment, court order or consent decree to which the City or its properties are subject; (vi) to the best of such counsel's knowledge, there is no claim, action, suit, proceeding, inquiry, investigation, litigation or other proceeding, at law or in equity, pending or threatened in any court or other tribunal, state or federal (W) restraining or enjoining, or seeking to restrain or enjoin, the issuance, sale, execution or delivery of the Bond, (X) in any way questioning or affecting the validity or enforceability of any provision of this Agreement, the Bond, or the Bond Resolution, (Y) in any way questioning or affecting the validity of any of the proceedings or authority for the authorization, sale, execution or delivery of the Bond, or of any provision made or authorized for the payment thereof, or (Z) questioning or affecting the organization or existence of the City or the right of any of its officers to their respective offices; (vii) the City has the legal authority to finance the 2022 Project, pay all or a portion of the costs of issuance of the Bond, to grant a lien on the Pledged Revenues to the extent and in the manner provided in the Bond Resolution; and (viii) all conditions contained in the Bond Resolution precedent to the issuance of the Bond have been complied with;

(b) an opinion of Bond Counsel (who may rely on opinion of legal counsel to the City), to the effect that assuming compliance by the City with certain covenants relating to requirements contained in the Code, interest on the Bond is excludable from gross income of the holder for purposes of federal income taxation;

(c) the original executed Bond and Agreement; and

(d) such other documents as the Lender reasonably may reasonably request.

When the documents and items mentioned in clauses (a) through (d), inclusive, of this Section shall have been filed with the Lender, and when the Bond shall have been executed as required by this Agreement, and all conditions of the Bond Resolution have been met, the City shall deliver the Bond to or upon the order of the Lender upon receipt of the purchase price therefor.

Section 3.04. Registration of Transfer; Assignment of Rights of Lender. The City shall keep at the office of the City Clerk in the City's records the registration of the Bond and the registration of transfers of the Bond as provided in this Agreement. The transfer of the Bond may be registered only upon the books kept for the registration of the Bond and registration of transfer thereof upon surrender thereof to the City together with an assignment duly executed by the Bondholder or its attorney or legal representative in the form of the assignment set forth on the form of the Bond attached as **Exhibit A** to this Agreement; provided, however, that the Bond may be transferred only in whole and not in part. In the case of any such registration of transfer, the City shall execute and deliver in exchange for the Bond a new Bond registered in the name of the transferee. In all cases in which the Bond shall be transferred hereunder, the City shall execute and deliver at the earliest practicable time a new Bond in accordance with the provisions of this Agreement. The City may make a charge for every such registration of transfer of a Bond sufficient to reimburse it for any tax or other governmental charges required to be paid with respect to such registration of transfer (other than taxes and governmental charges of the City), and its out of pocket expenses, but no other charge shall be made for registering the transfer hereinabove granted. The Bond shall be issued in fully registered form and shall be payable in any lawful coin or currency of the United States.

The Bond may only be sold, assigned or otherwise transferred to an "accredited investor," as defined in Rule 501(A)(1), (2) or (3) under Regulation D of the Securities Act of 1933, as amended, or a "qualified institutional buyer" within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended. The person in whose name the Bond shall be registered shall be deemed and regarded the absolute owner thereof for all purposes, and payment of principal and interest on such Bond shall be made only to or upon the written order of such person. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

The registration of transfer of the Bond on the registration books of the City shall be deemed to effect a transfer of the rights and obligations of the Lender under this Agreement to the transferee. Thereafter, such transferee shall be deemed to be the Lender under this Agreement and shall be bound by all provisions of this Agreement that are binding upon the Lender. The City and the transferor shall execute and record such instruments and take such other actions as the City and such transferee may reasonably request in order to confirm that such transferee has succeeded to the capacity of Lender under this Agreement and the Bond.

The Holder of the Bond is hereby granted power to transfer absolute title thereof by assignment thereof to a bona fide purchaser for value (present or antecedent) without notice of prior defenses or equities or claims of ownership enforceable against such owner's assignor or any person in the chain of title and before the maturity of the Bond; provided, however, that the Bond

may be transferred only in whole and not in part and provided further, that no transfer shall be permitted absent the City's receipt of a letter in form and substance similar to the one included as part of **Exhibit B** hereto from such proposed transferee. Every prior Holder of the Bond shall be deemed to have waived and renounced all of such owner's equities or rights therein in favor of every such bona fide purchaser, and every such bona fide purchaser shall acquire absolute title thereto and to all rights represented thereby.

In the event any Bond is mutilated, lost, stolen, or destroyed, the City shall execute a new Bond of like date and denomination as that mutilated, lost, stolen or destroyed, provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the City, and in the case of any lost, stolen, or destroyed Bond, there first shall be furnished to the City evidence of such loss, theft or destruction together, at the request of the City, with an indemnity satisfactory to it.

Section 3.05. Ownership of the Bond. The person in whose name the Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the Bond shall be made only to the Holder thereof or such owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Bond, and interest thereon, to the extent of the sum or sums so paid.

Section 3.06. Use of Proceeds of Bond Permitted Under Applicable Law. The City represents, warrants and covenants that the proceeds of the Bond will be used solely to finance the 2022 Project and to pay all or a portion of the costs of issuance of the Bond.

Section 3.07. Authentication. Until the Bond shall have endorsed thereon a certificate of authentication substantially in the form set forth in Exhibit A, duly executed by the manual signature of the registrar as authenticating agent, it shall not be entitled to any benefit or security under this Loan Agreement. The Bond shall not be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the registrar, and such certificate of the registrar upon the Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Loan Agreement.

Section 3.08. 2022 Construction Account. Pursuant to Section 7.01 of the Bond Resolution, there is hereby created and established an account to be held by the City to be designated the "2022 Project Construction Account" (the "2022 Construction Account") within the Construction Fund (as defined in the Bond Resolution). The 2022 Construction Account shall be kept separate and apart from all other funds and accounts of the City and the moneys on deposit therein shall be withdrawn, used and applied by the City solely for the payment of Costs of the 2022 Project.

Any funds on deposit in the 2022 Construction Account that, in the opinion of the City, are not immediately necessary for expenditure, as herein provided, may be invested and reinvested in Permitted Investments pursuant to Section 10.02 of the Bond Resolution. All income derived from investment of funds in the 2022 Construction Account shall be deposited therein and shall be used to pay Costs of the 2022 Project.

Any liquidated damages or settlement payments received by the City as a result of the breach by any contractor, subcontractor or supplier working on or supplying goods related to the 2022 Project of any representation, warranty or performance guaranty shall be deposited therein and shall be used to pay Costs of the 2022 Project.

The City covenants to commence the acquisition and construction of the 2022 Project promptly upon delivery of the Bond and to thereafter work with due diligence to complete it. Upon completion thereof, any amounts then remaining in the 2022 Construction Account and not reserved by the City for the payment of any remaining parts of the Costs of the 2022 Project may be deposited into the Revenue and Operating Fund and used to pay debt service on the Bond or to purchase or redeem the Bond in the manner that the Bond is permitted to be purchased or redeemed under the terms of the Resolution or may be used for any other lawful purpose.

ARTICLE IV COVENANTS OF THE CITY

Section 4.01. Performance of Covenants. The City covenants that it will perform faithfully at all times its covenants, undertakings and agreements contained in this Agreement and the Bond or in any proceedings of the City relating to the Loan.

Section 4.02. Payment of Bond.

(a) The City does hereby irrevocably pledge the Pledged Revenues as security for the repayment of the Bond. The lien of the Bond on the Pledged Revenues is on parity with the lien thereon of the Parity Obligations.

(b) The Bond will be a special obligation of the City secured solely by the Pledged Revenues and is payable from the Pledged Revenues as provided in this Agreement. The Bond will not constitute a general debt, liability or obligation of the City or the State of Florida or any political subdivision thereof within the meaning of any constitutional or statutory limitation. Neither the faith and credit nor the taxing power of the City or of the State of Florida or any political subdivision thereof is pledged to the payment of the principal of or interest on the Bond and the Bondholder shall never have the right to compel any exercise of any ad valorem taxing power of the City or of the State of Florida or any political subdivision thereof, directly or indirectly to enforce such payment. The Bond shall not constitute a lien upon any property of the City except upon the Pledged Revenues.

Section 4.03. Tax Covenants. It is the intention of the City that the interest on the Bond be and remain excluded from gross income for federal income tax purposes and to this end the City hereby represents to and covenants with the Lender that it will comply with the requirements applicable to it contained in Section 103 and Part IV of Subchapter B of Chapter 1 of Subtitle A of the Code to the extent necessary to preserve the exclusion of interest on the Bond issued hereunder from gross income for federal income tax purposes. Specifically, without intending to limit in any way the generality of the foregoing, the City covenants and agrees:

(a) to the extent required by the Code, to make or cause to be made all necessary determinations and calculations of the Rebate Amount and required payments of the Rebate Amount;

(b) to set aside sufficient moneys of the City to timely pay the Rebate Amount to the United States of America;

(c) to pay, at the time and to the extent required under the Code, the Rebate Amount to the United States of America from legally available funds;

(d) to maintain and retain all records pertaining to the Rebate Amount with respect to the Bond and required payments of the Rebate Amount with respect to the Bond for at least six years after the Maturity Date or such other period as shall be necessary to comply with the Code;

(e) to refrain from taking any action that would cause the Bond to become an arbitrage bond under Section 148 of the Code.

The City understands that the foregoing covenants impose continuing obligations on the City that will exist as long as the requirements of Section 103 and Part IV of Subchapter B of Chapter 1 of Subtitle A of the Code are applicable to the Bond.

Notwithstanding any other provision of the Bond Resolution, the obligation of the City to pay the Rebate Amount to the United States of America and to comply with the other requirements of this Section 4.03 shall survive the defeasance or payment in full of the Bond.

Section 4.04. Application of Provisions of Bond Resolution. The Bond shall for all purposes be considered to be an Additional Bond issued under the authority of Section 12.02 of the Bond Resolution and shall be entitled to all the protection and security provided in and by the Bond Resolution for Additional Bonds, and the Bond shall be in all respects entitled to the same security, rights and privileges enjoyed by the Parity Obligations except as otherwise provided herein. The debt service on the Bond shall be payable on a parity with the Parity Obligations and any Additional Bonds hereafter issued. The terms and provisions of the Bond Resolution as supplemented hereby shall remain in full force and effect and be applicable with respect to the Bond.

Section 4.05. Amendments, Changes or Modifications to the Agreement. This Agreement shall not be amended, changed or modified except in writing signed by the Lender and the City.

Section 4.06. No Amendment to Resolution. The City covenants to not amend, without the written consent of the Holder, Sections 11.05 and 12.02 of the Bond Resolution.

Section 4.07. Financial Information. The City shall send electronically (or make available electronically) to the Lender the City's audited financial statements for each Fiscal Year ending on or after September 30, 2021, within 270 days after the end thereof, and shall electronically provide the Lender with a copy of its Annual Budget within 30 days after approval thereof by the Board. The City will promptly provide to the Lender such other information as is reasonably requested by the Lender.

ARTICLE V EVENTS OF DEFAULT AND REMEDIES

Section 5.01. Events of Default; Remedies. The provisions of Article XIII of the Bond Resolution shall apply for purposes of this Loan Agreement and shall be applied to the Bond as though fully restated herein.

ARTICLE VI MISCELLANEOUS PROVISIONS

Section 6.01. Covenants of City, Etc.; Successors. All of the covenants, stipulations, obligations and agreements contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the City to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations and agreements shall be binding upon the successor or successors thereof from time to time, and upon any officer, board, commission, authority, agency or instrumentality to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

Section 6.02. Term of Agreement. Except as otherwise specified in this Agreement, this Agreement and all representations, warranties, covenants and agreements contained herein or made in writing by the City in connection herewith shall be in full force and effect from the date of this Agreement and shall continue in effect until as long as the Bond is outstanding and unpaid.

Section 6.03. Amendments and Supplements. This Agreement shall not be amended, changed or modified without the prior written consent of the Lender and the City.

Section 6.04. Notices. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by telecopy, electronic telephone line facsimile transmission or other similar electronic or digital transmission method (provided customary evidence of receipt is obtained); the day after it is sent, if sent by overnight common carrier service; and five days after it is sent, if mailed, certified mail, return receipt requested, postage prepaid. In each case, notice shall be sent to:

(a) As to the City:

City of Leesburg, Florida
501 Meadow Street
Leesburg, Florida 34749
Attention: Finance Director

(b) As to the Lender:

Truist Bank
2320 Cascade Pointe Blvd., Suite 600
Charlotte, North Carolina 28208
Attention: Governmental Finance

or at such other address as shall be furnished in writing by any such party to the other, and shall be deemed to have been given as of the date so delivered or deposited in the United States mail.

Either party may, by notice sent to the other, designate a different or additional address to which notices under this Agreement are to be sent.

Section 6.05. Benefits Exclusive; Assignment. Except as herein otherwise provided, nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm or corporation, other than the City and the Bondholder, any right, remedy or claim, legal or equitable, under or by reason of this Agreement or any provision hereof, this Agreement and all its provisions being intended to be and being for the sole and exclusive benefit of the City and the Bondholder. This Agreement shall be binding upon and inure to the benefit of the successors in interest and permitted assigns of the parties. The City shall have no rights to assign any of its rights or obligations hereunder without the prior written consent of the Lender.

Section 6.06. Severability. In case any one or more of the provisions of this Agreement, any amendment or supplement hereto or of the Bond shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, any amendment or supplement hereto or the Bond, but this Agreement, any amendment or supplement hereto and the Bond shall be construed and enforced at the time as if such illegal or invalid provisions had not been contained therein, nor shall such illegality or invalidity or any application thereof affect any legal and valid application thereof from time to time. In case any covenant, stipulation, obligation or agreement contained in the Bond or in this Agreement shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation, or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the City to the full extent from time to time permitted by law.

Section 6.07. Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of interest on or principal of the Bond or the date fixed for prepayment of the Bond shall be other than a Business Day, then payment of such interest or principal shall be made on the next succeeding Business Day with the same force and effect as if paid on the date of maturity or the date fixed for prepayment, and no interest on any such principal amount shall accrue for the period after such date of maturity or such date fixed for prepayment.

Section 6.08. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 6.09. Applicable Law; Venue; Jury Trial. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Florida. The City and the Lender waive any objection either might otherwise have to venue in any judicial proceeding brought in connection herewith lying in Lake County, Florida. The City and the Holder by acceptance of the Bond, hereby knowingly, voluntarily, intentionally, and irrevocably waive, to the fullest extent permitted by applicable law, the right either of them may have to a trial by jury in respect to any litigation, whether in contract or tort, at law or in equity, based hereon or arising out of, under or in connection with the Bond and any other document or instrument contemplated

to be executed in conjunction with the Bond, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party hereto. This provision is a material inducement for the Holder entering into or accepting the Bond. Further, the City hereby certifies that no representative or agent of the Holder, nor the Holder's counsel, has represented, expressly or otherwise, that the Holder would not, in the event of such litigation, seek to enforce this waiver of right to jury trial provision.

Section 6.10. No Personal Liability. Notwithstanding anything to the contrary contained herein or in the Bond, or in any other instrument or document executed by or on behalf of the City in connection herewith, no stipulation, covenant, agreement or obligation of any present or future member of the Commission, officer, employee or agent of the City, officer, employee or agent of a successor to the City, in any such person's individual capacity, and no such person, in his or her individual capacity, shall be liable personally for any breach or non-observance of or for any failure to perform, fulfill or comply with any such stipulations, covenants, agreements or obligations, nor shall any recourse be had for the payment of the principal of or interest on the Bond or for any claim based thereon or on any such stipulation, covenant, agreement or obligation, against any such person, in his or her individual capacity, either directly or through the City or any successor to the City, under any rule or law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise and all such liability of any such person, in his or her individual capacity, is hereby expressly waived and released.

Section 6.11. Incorporation by Reference. All recitals appearing at the beginning of this Agreement are hereby incorporated herein by reference.

*[Signature Page for LOAN AGREEMENT dated as of July 29, 2022
between the City of Leesburg, FL and Truist Bank]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first set forth herein.

CITY OF LEESBURG, FLORIDA

[SEAL]

ATTEST:

By: _____
Mayor

City Clerk

Approved as to form and correctness:

City Attorney

TRUIST BANK

By: _____
Name: Andrew G. Smith
Title: Senior Vice President

EXHIBIT A

FORM OF BOND

THIS BOND IS SUBJECT TO TRANSFER RESTRICTIONS, MORE FULLY DESCRIBED IN THE LOAN AGREEMENT REFERRED TO HEREIN, AND MAY NOT BE TRANSFERRED EXCEPT TO AN ACCREDITED INVESTOR WITHIN THE MEANING OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933, OR A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933.

**CITY OF LEESBURG, FLORIDA
UTILITY SYSTEM REVENUE BOND,
SERIES 2022**

<u>Principal Sum</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Date of Issuance</u>
\$30,000,000	October 1, 2042	3.37%	July 29, 2022
		(Subject to Adjustment)	

The CITY OF LEESBURG, FLORIDA (the "City"), for value received, hereby promises to pay, solely from the sources described in the within mentioned Agreement, to the order of Truist Bank (the "Holder"), the Principal Sum, such principal to be repaid in Amortization Installments due on the dates and in the amounts set forth on **Exhibit "A"** hereto, with all unpaid principal and interest due in full on the above referenced Maturity Date, and to pay interest on the outstanding principal amount hereof from the most recent date to which interest has been paid or provided for, or if no interest has been paid, from the Date of Issuance shown above, on April 1 and October 1 of each year (each, an "Interest Payment Date"), commencing on October 1, 2022, until payment of said principal sum has been made or provided for, at the above referenced Interest Rate calculated on the basis of twelve (12), thirty (30)-day months and a 360-day year. Payments due hereunder shall be payable in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts, which payments shall be made to the Holder hereof by check mailed to the Holder at the address designated in writing by the Holder for purposes of payment or by electronic payment as such Holder may specify in writing to the City or otherwise as the City and the Holder may agree.

This Bond is issued for the purpose of financing the 2022 Project (as defined in the hereinafter defined Agreement), under the authority of and in full compliance with the Constitution and Statutes of the State of Florida, including particularly Chapter 166, Florida Statutes and other applicable provisions of law, and Resolution No. 7143 adopted by the City Commission (the "Commission") of the City on June 14, 2004, as amended (the "Bond Resolution") as supplemented by Resolution No. _____, adopted by the Commission on July 25, 2022, and a Loan Agreement dated July 29, 2022 by and between the City and the Holder (the "Agreement"). This Bond is being issued as an "Additional Bond" within the meaning of the Bond Resolution.

This Bond is a limited, special obligation of the City, payable from and secured solely by a lien upon and pledge of certain Pledged Revenues, as defined and described and in the manner provided in the Agreement. The pledge of the Pledged Revenues to the payment of this Bond is

on a parity (except as otherwise provided in the Agreement) with the City's outstanding (a) Taxable Utility System Revenue Bonds, Series 2007B; (b) Utility System Revenue Refunding Note, Series 2010; (c) Utility System Refunding Revenue Bonds, Series 2013; (d) Utility System Refunding Revenue Bonds, Series 2016; and (e) Utility System Revenue Note, Series 2020 and any Additional Bonds hereafter issued.

Upon the occurrence and continuance of an Event of Default the interest rate on this Bond shall become Default Rate; provided, however, such Default Rate shall not apply as a result of a default solely due to a breach of the covenants contained in Section 10.03 of the Bond Resolution or Section 4.03 of the Agreement. Such Default Rate shall not apply as a result of a default solely due to a breach of the covenants contained in Section 13.01(a) or 13.01(b) of the Bond Resolution until five (5) days after the initial occurrence of the Event of Default.

Except as otherwise provided herein, upon the occurrence of an Event of Taxability and for as long as the Bond remains outstanding, the Interest Rate on the Bond shall be converted to the Taxable Rate and this adjustment shall survive payment on the Bond until such time as the federal statute of limitations under which the interest on the Bond could be declared taxable under the Code shall have expired. In addition, if the interest payable on any Bond becomes taxable due to any act or omission of the City, the interest rate payable on such Bond will increase retroactively from the date on which interest on the Bond is first includable in gross income of the Holder thereof (which may be as early as the issuance date) to a taxable equivalent rate and the City shall pay the Holder penalties on overdue interest and additions to tax, if any. In addition, upon an Event of Taxability, the City shall, immediately upon demand, pay to the Holder (or prior holders, if applicable) (i) an additional amount equal to the difference between (A) the amount of interest actually paid on the Bond during the Taxable Period and (B) the amount of interest that would have been paid during the Taxable Period had the Bond borne interest at the Taxable Rate, and (ii) an amount equal to any interest, penalties and additions to tax (as referred to in Subchapter A of Chapter 68 of the Code) owed by the Holder as a result of the Event of Taxability (the "Additional Amount").

The Holder shall promptly notify the City in writing of any adjustments pursuant hereto. Such adjustments shall become effective as of the effective date of the event causing such adjustment. Adjustments pursuant hereto may be retroactive. The Holder shall provide to the City in writing the Additional Amount, if any, due to such Holder as a result of an adjustment pursuant hereto. Notwithstanding any provision hereto to the contrary, in no event shall the interest rate on any Bond exceed the maximum rate permitted by law.

All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

The Bond may, at the option of the City, be called for redemption prior to maturity in whole, on any date, at a redemption price equal to the principal amount of the Bond, plus accrued interest from the most recent Interest Payment Date to the redemption date plus a prepayment fee, if any. Any redemption on or before October 1, 2032 shall be subject to a prepayment fee of 1.0% of the principal amount being repaid if such redemption occurs on or before October 1, 2032. All prepayments shall be applied in inverse order of Amortization Installments.

All payments by the City pursuant to this Bond shall apply first to accrued interest, then to other charges due the Holder, and the balance thereof shall apply to the principal as directed by the City.

Notice of prepayment having been given as provided in the Agreement, the principal amount to be prepaid shall become due and payable on the prepayment date stated in such notice, together with interest accrued and unpaid to the prepayment date on such principal amount; and the amount of principal and interest then due and payable shall be paid without presentation. If, on the prepayment date, funds for the payment of the principal amount, together with interest to the prepayment date on such principal amount, shall have been given to the Holder, as above provided, then from and after the prepayment date interest on such principal amount of this Bond shall cease to accrue.

Upon each principal payment, other than final maturity, the principal amount of this Bond shall be paid in the same manner as interest payments and shall be deemed to be correspondingly reduced without the necessity of delivery of a new Bond; provided, however, upon payment at final maturity, the Bondholder shall provide a copy marked as cancelled and shall not be required to deliver the original Bond as a condition to payment, but the Bondholder shall promptly following payment thereof, deliver the Bond to the City marked "paid in full."

Notwithstanding anything in the Bond Resolution, Agreement or this Bond to the contrary, in no event shall the Holder be required to surrender or mark this Bond canceled until it has received all amounts due and owing to it under the Bond Resolution, Agreement and this Bond.

Notwithstanding any provision in this Bond to the contrary, in no event shall the interest contracted for, charged or received in connection with this Bond (including any other costs or considerations that constitute interest under the laws of the State of Florida which are contracted for, charged or received) exceed the maximum rate of nonusurious interest allowed under the State of Florida as presently in effect and to the extent an increase is allowable by such laws, but in no event shall any amount ever be paid or payable by the City greater than the amount contracted for herein.

THIS BOND SHALL NOT BE OR CONSTITUTE AN INDEBTEDNESS OF THE CITY OR THE STATE OF FLORIDA (THE "STATE"), WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER LIMITATIONS OF INDEBTEDNESS, BUT SHALL BE PAYABLE SOLELY FROM THE PLEDGED REVENUES, AS PROVIDED IN THE AGREEMENT AND THE BOND RESOLUTION. THE HOLDER SHALL NEVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE CITY, OR TAXATION IN ANY FORM OF ANY PROPERTY THEREIN TO PAY THIS BOND OR THE INTEREST HEREON.

The City hereby waives presentment, demand, protest and notice of dishonor.

IN WITNESS WHEREOF, the City has caused this Bond to be signed by its Mayor, either manually or with facsimile signature, and the seal of the City to be affixed hereto or imprinted or reproduced hereon, and attested by a City Clerk of the City, either manually or with facsimile signature, and this Bond to be dated the Date of Issuance set forth above.

CITY OF LEESBURG, FLORIDA

[SEAL]

ATTEST:

By: _____
Mayor

City Clerk

Approved as to form and content:

City Attorney

FORM OF CERTIFICATE OF AUTHENTICATION

Date of Authentication:

This Bond is being delivered pursuant to the within mentioned Agreement.

CITY OF LEESBURG, FLORIDA,
as Registrar

By: _____
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto _____ (please print or typewrite name, address and tax identification number of assignee) _____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ Attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Name of Bondholder: _____

By: _____

EXHIBIT A TO FORM OF BOND
AMORTIZATION INSTALLMENTS

EXHIBIT B

FORM OF INVESTOR LETTER

July 29, 2022

City of Leesburg, Florida
Attn: Finance Director
Leesburg, Florida

Holland & Knight LLP
Lakeland, Florida

Re: \$30,000,000 City of Leesburg, Florida Utility System Revenue Bond,
Series 2022

Ladies and Gentlemen:

This letter is to provide you with certain representations and agreements with respect to our purchase of all of the above-referenced bond (the "*Bond*"), dated its date of issuance. The Bond was issued under and secured in the manner set forth pursuant to the Loan Agreement dated as of July 29, 2022, between the City of Leesburg, Florida (the "*City*") and Truist Bank (the "*Lender*," the "*undersigned*," "*us*" or "*we*," as applicable) (the "*Loan Agreement*") and the Bond Resolution (as defined in the Loan Agreement). We hereby represent and warrant to you and agree with you as follows:

1. We understand that the Bond has not been registered pursuant to the Securities Act of 1933, as amended (the "*1933 Act*"), the securities laws of any state nor has the Loan Agreement been qualified pursuant to the Trust Indenture Act of 1939, as amended, in reliance upon certain exemptions set forth therein. We acknowledge that the Bond (i) is not being registered or otherwise qualified for sale under the "blue sky" laws and regulations of any state and (ii) will not be listed on any securities exchange.
2. We have not offered, offered to sell, offered for sale or sold the Bond by means of any form of general solicitation or general advertising, and we are not an underwriter of the Bond within the meaning of Section 2(11) of the 1933 Act.
3. We have sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the investment represented by the Bond.
4. We have authority to own the Bond and to execute this letter and any other instruments and documents required to be executed by the Lender in connection with the ownership of the Bond.
5. The undersigned is a duly appointed, qualified and acting representative of the Lender and is authorized to cause the Lender to make the certifications, representations and warranties contained herein by execution of this letter on behalf of the Lender.

6. The Lender is an "accredited investor," as defined in Rule 501(A)(1), (2) or (3) under Regulation D of the Securities Act of 1933, as amended, or a "qualified institutional buyer" as defined in Rule 144A promulgated under the 1933 Act.

7. The undersigned understands that no official statement, prospectus, offering circular, or other comprehensive offering statement is being provided with respect to the Bond. The undersigned has made its own inquiry and analysis with respect to the City, the Bond and the security therefor, and other material factors affecting the security for and payment of the Bond.

8. The undersigned acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, regarding the City, to which a reasonable investor would attach significance in making investment decisions, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the City, the Bond and the security therefor, so that as a reasonable investor, it has been able to make its decision to purchase the Bond.

9. The Bond is being acquired by the Lender for investment for its own account and not with a present view toward resale or distribution; provided, however, that the Lender reserves the right to sell, transfer or redistribute the Bond pursuant to the Loan Agreement.

10. We are not acting as an Underwriter (as defined below) with respect to the Bond. We have not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Bond and we have not agreed with the City pursuant to a written agreement to sell the Bond to persons other than ourselves or parties related to ourselves.

Defined Terms:

(a) "Public" means any person (including an individual, trust, estate, partnership, association or corporation) other than an Underwriter or a related party. The term "related party" for purposes of this Certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(b) "Underwriter" means (i) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bond to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bond to the Public (including a member of the selling group or a party to a retail distribution agreement participating in the initial sale of the Bond to the Public).

[SIGNATURE PAGE TO FOLLOW]

Very truly yours,

TRUIST BANK

By: _____

Name: Andrew G. Smith

Title: Senior Vice President

#157547685_v6 016268.00032

EXHIBIT "B"

FORM OF ALLONGE

Allonge to
\$8,000,000
CITY OF LEESBURG, FLORIDA
UTILITY SYSTEM REVENUE REFUNDING NOTE,
SERIES 2010

(the "Note")

Effective as of the date hereof, the following change is hereby made to the Note:

1. The ninth paragraph of the Note is hereby amended and restated in its entirety as follows:

Upon the occurrence of an Event of Default the interest rate on this Note shall increase to the lesser of 18% per annum or the maximum rate of interest allowed by applicable law. The Holder shall also have upon an Event of Default such other remedies as set forth in the Agreement. The City agrees that no other Parity Obligations outstanding under the Original Instrument shall contain a right to accelerate payment of amounts due with respect thereto unless identical rights are also granted to the Holder. If any other Parity Obligations are granted the right to accelerate payment of such Parity Obligations upon a default, the Holder of the Note shall have the same right to accelerate as if such provisions were expressly set forth herein.

2. Except as expressly amended hereby, the terms of the Note remain in full force and effect. This Allonge shall be stapled or otherwise affixed to the Note by the holder thereof. All references to the term "Note" or "2010 Series Note" in the Note or any other documents related to the Note shall mean the Note as amended by this Allonge.

IN WITNESS WHEREOF, the City has caused this Allonge to be signed in its name and on its behalf by the manual signature of its Mayor, and its corporate seal to be hereunto affixed, imprinted, engraved or otherwise reproduced and attested by the manual signature of its City Clerk.

CITY OF LEESBURG, FLORIDA

(SEAL)

By: _____
Mayor

Dated: July 29, 2022

ATTEST:

By: _____
City Clerk

Approved as to form and content:

City Attorney

CITY OF LEESBURG, FLORIDA,
as Registrar

By: _____
City Clerk

Consented to by Truist Bank (formerly known as
SunTrust Bank), as the sole holder of the Note:

TRUIST BANK

By: _____
Name: _____
Title: Authorized Agent

#158409270_v5

SOURCES AND USES OF FUNDS

City of Leesberg, Florida
Utility System Revenue Note, Series 2022

Preliminary Numbers
Interest Rate: 3.37%
Lender: Truist

Dated Date	07/29/2022
Delivery Date	07/29/2022

Sources:

Bond Proceeds:	
Par Amount	30,000,000.00
	30,000,000.00

Uses:

Project Fund Deposits:	
Project Fund	29,900,000.00
Delivery Date Expenses:	
Cost of Issuance	100,000.00
	30,000,000.00

BOND SUMMARY STATISTICS

City of Leesberg, Florida Utility System Revenue Note, Series 2022

Preliminary Numbers
Interest Rate: 3.37%
Lender: Truist

Dated Date	07/29/2022
Delivery Date	07/29/2022
First Coupon	10/01/2022
Last Maturity	10/01/2042
Arbitrage Yield	3.370340%
True Interest Cost (TIC)	3.370340%
Net Interest Cost (NIC)	3.370000%
All-In TIC	3.406369%
Average Coupon	3.370000%
Average Life (years)	11.765
Duration of Issue (years)	9.430
Par Amount	30,000,000.00
Bond Proceeds	30,000,000.00
Total Interest	11,894,471.17
Net Interest	11,894,471.17
Total Debt Service	41,894,471.17
Maximum Annual Debt Service	2,088,610.50
Average Annual Debt Service	2,076,839.66
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

<i>Bond Component</i>	<i>Par Value</i>	<i>Price</i>	<i>Average Coupon</i>	<i>Average Life</i>	<i>PV of 1 bp change</i>
Bond Component	30,000,000.00	100.000	3.370%	11.765	27,722.90
	30,000,000.00			11.765	27,722.90

	<i>TIC</i>	<i>All-In TIC</i>	<i>Arbitrage Yield</i>
Par Value	30,000,000.00	30,000,000.00	30,000,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-100,000.00	
- Other Amounts			
Target Value	30,000,000.00	29,900,000.00	30,000,000.00
Target Date	07/29/2022	07/29/2022	07/29/2022
Yield	3.370340%	3.406369%	3.370340%

BOND PRICING

City of Leesberg, Florida Utility System Revenue Note, Series 2022

Preliminary Numbers
Interest Rate: 3.37%
Lender: Truist

<i>Bond Component</i>	<i>Maturity Date</i>	<i>Amount</i>	<i>Rate</i>	<i>Yield</i>	<i>Price</i>
Bond Component:					
	10/01/2023	1,075,000	3.370%	3.370%	100.000
	10/01/2024	1,110,000	3.370%	3.370%	100.000
	10/01/2025	1,150,000	3.370%	3.370%	100.000
	10/01/2026	1,190,000	3.370%	3.370%	100.000
	10/01/2027	1,230,000	3.370%	3.370%	100.000
	10/01/2028	1,270,000	3.370%	3.370%	100.000
	10/01/2029	1,310,000	3.370%	3.370%	100.000
	10/01/2030	1,355,000	3.370%	3.370%	100.000
	10/01/2031	1,400,000	3.370%	3.370%	100.000
	10/01/2032	1,450,000	3.370%	3.370%	100.000
	10/01/2033	1,495,000	3.370%	3.370%	100.000
	10/01/2034	1,550,000	3.370%	3.370%	100.000
	10/01/2035	1,600,000	3.370%	3.370%	100.000
	10/01/2036	1,655,000	3.370%	3.370%	100.000
	10/01/2037	1,710,000	3.370%	3.370%	100.000
	10/01/2038	1,765,000	3.370%	3.370%	100.000
	10/01/2039	1,825,000	3.370%	3.370%	100.000
	10/01/2040	1,890,000	3.370%	3.370%	100.000
	10/01/2041	1,950,000	3.370%	3.370%	100.000
	10/01/2042	2,020,000	3.370%	3.370%	100.000
		30,000,000			

Dated Date	07/29/2022	
Delivery Date	07/29/2022	
First Coupon	10/01/2022	
Par Amount	30,000,000.00	
Original Issue Discount		
Production	30,000,000.00	100.000000%
Underwriter's Discount		
Purchase Price	30,000,000.00	100.000000%
Accrued Interest		
Net Proceeds	30,000,000.00	

BOND DEBT SERVICE

City of Leesberg, Florida
Utility System Revenue Note, Series 2022

Preliminary Numbers
Interest Rate: 3.37%
Lender: Truist

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Bond Balance</i>	<i>Total Bond Value</i>
10/01/2022			174,116.67	174,116.67	30,000,000	30,000,000
10/01/2023	1,075,000	3.370%	1,011,000.00	2,086,000.00	28,925,000	28,925,000
10/01/2024	1,110,000	3.370%	974,772.50	2,084,772.50	27,815,000	27,815,000
10/01/2025	1,150,000	3.370%	937,365.50	2,087,365.50	26,665,000	26,665,000
10/01/2026	1,190,000	3.370%	898,610.50	2,088,610.50	25,475,000	25,475,000
10/01/2027	1,230,000	3.370%	858,507.50	2,088,507.50	24,245,000	24,245,000
10/01/2028	1,270,000	3.370%	817,056.50	2,087,056.50	22,975,000	22,975,000
10/01/2029	1,310,000	3.370%	774,257.50	2,084,257.50	21,665,000	21,665,000
10/01/2030	1,355,000	3.370%	730,110.50	2,085,110.50	20,310,000	20,310,000
10/01/2031	1,400,000	3.370%	684,447.00	2,084,447.00	18,910,000	18,910,000
10/01/2032	1,450,000	3.370%	637,267.00	2,087,267.00	17,460,000	17,460,000
10/01/2033	1,495,000	3.370%	588,402.00	2,083,402.00	15,965,000	15,965,000
10/01/2034	1,550,000	3.370%	538,020.50	2,088,020.50	14,415,000	14,415,000
10/01/2035	1,600,000	3.370%	485,785.50	2,085,785.50	12,815,000	12,815,000
10/01/2036	1,655,000	3.370%	431,865.50	2,086,865.50	11,160,000	11,160,000
10/01/2037	1,710,000	3.370%	376,092.00	2,086,092.00	9,450,000	9,450,000
10/01/2038	1,765,000	3.370%	318,465.00	2,083,465.00	7,685,000	7,685,000
10/01/2039	1,825,000	3.370%	258,984.50	2,083,984.50	5,860,000	5,860,000
10/01/2040	1,890,000	3.370%	197,482.00	2,087,482.00	3,970,000	3,970,000
10/01/2041	1,950,000	3.370%	133,789.00	2,083,789.00	2,020,000	2,020,000
10/01/2042	2,020,000	3.370%	68,074.00	2,088,074.00		
	30,000,000		11,894,471.17	41,894,471.17		

BOND DEBT SERVICE
City of Leesberg, Florida
Utility System Revenue Note, Series 2022

Preliminary Numbers
Interest Rate: 3.37%
Lender: Truist

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>	<i>Bond Balance</i>	<i>Total Bond Value</i>
10/01/2022			174,116.67	174,116.67	174,116.67	30,000,000	30,000,000
04/01/2023			505,500.00	505,500.00		30,000,000	30,000,000
10/01/2023	1,075,000	3.370%	505,500.00	1,580,500.00	2,086,000.00	28,925,000	28,925,000
04/01/2024			487,386.25	487,386.25		28,925,000	28,925,000
10/01/2024	1,110,000	3.370%	487,386.25	1,597,386.25	2,084,772.50	27,815,000	27,815,000
04/01/2025			468,682.75	468,682.75		27,815,000	27,815,000
10/01/2025	1,150,000	3.370%	468,682.75	1,618,682.75	2,087,365.50	26,665,000	26,665,000
04/01/2026			449,305.25	449,305.25		26,665,000	26,665,000
10/01/2026	1,190,000	3.370%	449,305.25	1,639,305.25	2,088,610.50	25,475,000	25,475,000
04/01/2027			429,253.75	429,253.75		25,475,000	25,475,000
10/01/2027	1,230,000	3.370%	429,253.75	1,659,253.75	2,088,507.50	24,245,000	24,245,000
04/01/2028			408,528.25	408,528.25		24,245,000	24,245,000
10/01/2028	1,270,000	3.370%	408,528.25	1,678,528.25	2,087,056.50	22,975,000	22,975,000
04/01/2029			387,128.75	387,128.75		22,975,000	22,975,000
10/01/2029	1,310,000	3.370%	387,128.75	1,697,128.75	2,084,257.50	21,665,000	21,665,000
04/01/2030			365,055.25	365,055.25		21,665,000	21,665,000
10/01/2030	1,355,000	3.370%	365,055.25	1,720,055.25	2,085,110.50	20,310,000	20,310,000
04/01/2031			342,223.50	342,223.50		20,310,000	20,310,000
10/01/2031	1,400,000	3.370%	342,223.50	1,742,223.50	2,084,447.00	18,910,000	18,910,000
04/01/2032			318,633.50	318,633.50		18,910,000	18,910,000
10/01/2032	1,450,000	3.370%	318,633.50	1,768,633.50	2,087,267.00	17,460,000	17,460,000
04/01/2033			294,201.00	294,201.00		17,460,000	17,460,000
10/01/2033	1,495,000	3.370%	294,201.00	1,789,201.00	2,083,402.00	15,965,000	15,965,000
04/01/2034			269,010.25	269,010.25		15,965,000	15,965,000
10/01/2034	1,550,000	3.370%	269,010.25	1,819,010.25	2,088,020.50	14,415,000	14,415,000
04/01/2035			242,892.75	242,892.75		14,415,000	14,415,000
10/01/2035	1,600,000	3.370%	242,892.75	1,842,892.75	2,085,785.50	12,815,000	12,815,000
04/01/2036			215,932.75	215,932.75		12,815,000	12,815,000
10/01/2036	1,655,000	3.370%	215,932.75	1,870,932.75	2,086,865.50	11,160,000	11,160,000
04/01/2037			188,046.00	188,046.00		11,160,000	11,160,000
10/01/2037	1,710,000	3.370%	188,046.00	1,898,046.00	2,086,092.00	9,450,000	9,450,000
04/01/2038			159,232.50	159,232.50		9,450,000	9,450,000
10/01/2038	1,765,000	3.370%	159,232.50	1,924,232.50	2,083,465.00	7,685,000	7,685,000
04/01/2039			129,492.25	129,492.25		7,685,000	7,685,000
10/01/2039	1,825,000	3.370%	129,492.25	1,954,492.25	2,083,984.50	5,860,000	5,860,000
04/01/2040			98,741.00	98,741.00		5,860,000	5,860,000
10/01/2040	1,890,000	3.370%	98,741.00	1,988,741.00	2,087,482.00	3,970,000	3,970,000
04/01/2041			66,894.50	66,894.50		3,970,000	3,970,000
10/01/2041	1,950,000	3.370%	66,894.50	2,016,894.50	2,083,789.00	2,020,000	2,020,000
04/01/2042			34,037.00	34,037.00		2,020,000	2,020,000
10/01/2042	2,020,000	3.370%	34,037.00	2,054,037.00	2,088,074.00		
30,000,000			11,894,471.17	41,894,471.17	41,894,471.17		

COST OF ISSUANCE

**City of Leesberg, Florida
Utility System Revenue Note, Series 2022**

**Preliminary Numbers
Interest Rate: 3.37%
Lender: Truist**

<i>Cost of Issuance</i>	<i>\$/1000</i>	<i>Amount</i>
Bond Counsel Fee & Expenses	1.33333	40,000.00
City Attorney Fee	0.80000	24,000.00
Financial Advisor Fee	0.85000	25,500.00
Lender's Counsel Fee	0.33333	10,000.00
Miscellaneous	0.01667	500.00
	3.33333	100,000.00

PROOF OF ARBITRAGE YIELD

City of Leesberg, Florida Utility System Revenue Note, Series 2022

Preliminary Numbers
Interest Rate: 3.37%
Lender: Truist

<i>Date</i>	<i>Debt Service</i>	<i>Present Value to 07/29/2022 @ 3.3703404942%</i>
10/01/2022	174,116.67	173,117.31
04/01/2023	505,500.00	494,269.36
10/01/2023	1,580,500.00	1,519,775.41
04/01/2024	487,386.25	460,893.48
10/01/2024	1,597,386.25	1,485,523.80
04/01/2025	468,682.75	428,638.35
10/01/2025	1,618,682.75	1,455,848.46
04/01/2026	449,305.25	397,409.56
10/01/2026	1,639,305.25	1,425,932.68
04/01/2027	429,253.75	367,194.08
10/01/2027	1,659,253.75	1,395,843.60
04/01/2028	408,528.25	337,978.00
10/01/2028	1,678,528.25	1,365,643.58
04/01/2029	387,128.75	309,746.58
10/01/2029	1,697,128.75	1,335,390.44
04/01/2030	365,055.25	282,484.39
10/01/2030	1,720,055.25	1,308,942.68
04/01/2031	342,223.50	256,112.30
10/01/2031	1,742,223.50	1,282,232.73
04/01/2032	318,633.50	230,619.91
10/01/2032	1,768,633.50	1,258,883.66
04/01/2033	294,201.00	205,936.95
10/01/2033	1,789,201.00	1,231,662.29
04/01/2034	269,010.25	182,114.16
10/01/2034	1,819,010.25	1,211,023.07
04/01/2035	242,892.75	159,028.22
10/01/2035	1,842,892.75	1,186,593.85
04/01/2036	215,932.75	136,729.72
10/01/2036	1,870,932.75	1,165,051.08
04/01/2037	188,046.00	115,157.78
10/01/2037	1,898,046.00	1,143,084.36
04/01/2038	159,232.50	94,307.37
10/01/2038	1,924,232.50	1,120,763.18
04/01/2039	129,492.25	74,172.42
10/01/2039	1,954,492.25	1,100,968.83
04/01/2040	98,741.00	54,699.20
10/01/2040	1,988,741.00	1,083,437.98
04/01/2041	66,894.50	35,839.23
10/01/2041	2,016,894.50	1,062,658.62
04/01/2042	34,037.00	17,636.17
10/01/2042	2,054,037.00	1,046,655.14
	41,894,471.17	30,000,000.00

Proceeds Summary

Delivery date	07/29/2022
Par Value	30,000,000.00
Target for yield calculation	30,000,000.00

FORM 8038 STATISTICS

City of Leesberg, Florida Utility System Revenue Note, Series 2022

Preliminary Numbers

Interest Rate: 3.37%

Lender: Truist

Dated Date 07/29/2022
Delivery Date 07/29/2022

<i>Bond Component</i>	<i>Date</i>	<i>Principal</i>	<i>Coupon</i>	<i>Price</i>	<i>Issue Price</i>	<i>Redemption at Maturity</i>
Bond Component:						
	10/01/2023	1,075,000.00	3.370%	100.000	1,075,000.00	1,075,000.00
	10/01/2024	1,110,000.00	3.370%	100.000	1,110,000.00	1,110,000.00
	10/01/2025	1,150,000.00	3.370%	100.000	1,150,000.00	1,150,000.00
	10/01/2026	1,190,000.00	3.370%	100.000	1,190,000.00	1,190,000.00
	10/01/2027	1,230,000.00	3.370%	100.000	1,230,000.00	1,230,000.00
	10/01/2028	1,270,000.00	3.370%	100.000	1,270,000.00	1,270,000.00
	10/01/2029	1,310,000.00	3.370%	100.000	1,310,000.00	1,310,000.00
	10/01/2030	1,355,000.00	3.370%	100.000	1,355,000.00	1,355,000.00
	10/01/2031	1,400,000.00	3.370%	100.000	1,400,000.00	1,400,000.00
	10/01/2032	1,450,000.00	3.370%	100.000	1,450,000.00	1,450,000.00
	10/01/2033	1,495,000.00	3.370%	100.000	1,495,000.00	1,495,000.00
	10/01/2034	1,550,000.00	3.370%	100.000	1,550,000.00	1,550,000.00
	10/01/2035	1,600,000.00	3.370%	100.000	1,600,000.00	1,600,000.00
	10/01/2036	1,655,000.00	3.370%	100.000	1,655,000.00	1,655,000.00
	10/01/2037	1,710,000.00	3.370%	100.000	1,710,000.00	1,710,000.00
	10/01/2038	1,765,000.00	3.370%	100.000	1,765,000.00	1,765,000.00
	10/01/2039	1,825,000.00	3.370%	100.000	1,825,000.00	1,825,000.00
	10/01/2040	1,890,000.00	3.370%	100.000	1,890,000.00	1,890,000.00
	10/01/2041	1,950,000.00	3.370%	100.000	1,950,000.00	1,950,000.00
	10/01/2042	2,020,000.00	3.370%	100.000	2,020,000.00	2,020,000.00
		30,000,000.00			30,000,000.00	30,000,000.00

	<i>Maturity Date</i>	<i>Interest Rate</i>	<i>Issue Price</i>	<i>Stated Redemption at Maturity</i>	<i>Weighted Average Maturity</i>	<i>Yield</i>
Final Maturity	10/01/2042	3.370%	2,020,000.00	2,020,000.00		
Entire Issue			30,000,000.00	30,000,000.00	11.7651	3.3703%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	100,000.00
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00

Miscellaneous Accounts Receivable Customers With Unpaid Balances
Prepared by Finance
May 31, 2022

CURRENTLY WORKED BY PROVIDING DEPARTMENT OR FINANCE

001 Fund

Chancellor, Daniel	Working with Marina/Making payments	Marina Rent	545.52
Dick, Charles	Working with Marina/Making payments	Marina Rent	199.32
Jennings, Matthew	Boat not here/ Referring to Attorney	Marina Rent	619.95
VPG Leesburg 1 LLC	Working with Planning & Zoning/Referring to Attorney	P&Z Traffic Study MPO	<u>5,147.50</u>
			6,512.29

013 Fund

Calhoun, Contessa	Working with Housing Dept	Housing Rent	<u>2,148.00</u>
			2,148.00

041 Fund

Nix, Corey	Working with Electric/ making payments	Apprentice Reimbursement	<u>3,350.59</u>
			3,350.59

042 Fund

Team Fishel	Working with Gas Dept	Damage to gas line	<u>1,128.09</u>
			1,128.09

Total	<u><u>13,138.97</u></u>
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001 FUND TOTAL	\$	6,512.29
013 FUND TOTAL	\$	2,148.00
41 FUND TOTAL	\$	3,350.59
42 FUND TOTAL	\$	1,128.09
	\$	<u><u>13,138.97</u></u>

Expected write offs as of May 31, 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	15,027	0	47	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*	\$ 169,590	26	476		
Prior Yr to Date	\$ 249,520	22	529		
difference - () negative	\$ (79,930)	4	(53)		

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct. 1, 2021 and Ending on May 31, 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	\$ 21,069,908	\$ 14,776,288	\$ 7,157,949	\$ 21,934,237	104%	(\$ 864,329)
Special Revenue Funds						
013 Housing Assistance	101,128	68,223	0	68,223	67%	32,905
021 Debt Service Fund	1,166,664	0	1,614,659	1,614,659	138%	(447,995)
031 Capital Projects Fund	4,816,196	661,113	1,815,000	2,476,113	51%	2,340,083
132 Local Option Sales Tax	1,692,104	1,688,613	0	1,688,613	100%	3,491
121 Police Forfeiture Fund	27,712	22,506	0	22,506	81%	5,206
122 Police Education Fund	4,000	3,053	0	3,053	76%	948
133 Gas Tax	503,368	460,299	0	460,299	91%	43,069
141 Police Impact Fees	7,000	105,619	0	105,619	1509%	(98,619)
142 Fire Impact Fees	160	114,956	0	114,956	71848%	(114,796)
143 Recreation Impact Fees	120,664	192,312	0	192,312	159%	(71,648)
151 Building Fund	1,159,894	676,350	45,740	722,090	62%	437,804
Community Redevelopment Agencies						
016 Greater Leesburg CRA Fund	467,002	558,076	0	558,076	120%	(91,074)
017 Carver Heights CRA Fund	471,730	514,409	0	514,409	109%	(42,679)
018 Highway 27/441 CRA Fund	939,804	1,361,024	0	1,361,024	145%	(421,220)
Total General Governmental Funds	32,547,334	21,202,840	10,633,348	31,836,187	98%	711,147
Enterprise Funds						
014 Stormwater Utility Fund	1,577,538	1,122,761	0	1,122,761	71%	454,777
041 Electric Utility Fund	47,886,019	46,546,846	183,289	46,730,134	98%	1,155,885
042 Gas Utility Fund	7,030,894	6,798,017	331,259	7,129,276	101%	(98,382)
043 Water Utility Fund	9,315,846	6,606,366	164,851	6,771,218	73%	2,544,628
044 Wastewater Utility Fund	20,307,704	10,499,836	5,500,000	15,999,836	79%	4,307,868
046 Sanitation Services Fund	3,453,551	3,172,244	0	3,172,244	92%	281,307
048 Airport Fund	4,811,604	1,061,270	20,000	1,081,270	22%	3,730,334
Internal Service Funds						
064 Health Insurance Fund	5,112,084	5,227,852	0	5,227,852	102%	(115,768)
065 Workers' Compensation Insurance Fund	448,024	650,505	0	650,505	145%	(202,481)
066 Risk Management Fund	584,584	918,581	0	918,581	157%	(333,997)
510 Fleet Maintenance Fund	2,925,500	1,899,379	298,524	2,197,903	75%	727,597
Pension Trust Funds						
061 Municipal Police Retirement Trust Fund	1,308,912	(1,351,520)	0	(1,351,520)	-103%	2,660,432
062 Municipal Firemen's Retirement Trust Fund	1,117,976	(1,217,174)	0	(1,217,174)	-109%	2,335,150
063 General Employees' Retirement Fund	2,163,600	(439,768)	0	(439,768)	-20%	2,603,368
Total All Funds	\$ 140,591,170	\$ 102,698,034	\$ 17,131,271	\$ 119,829,305	85%	\$ 20,761,865

* 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 May 31, 2022

Prepared by: Finance Department

Fund Name	Disbursements			Budget Balance	Excess of Receipts Over (Under) Disbursements
	Adopted Budget	Amount	Percentage		
<u>General Fund</u>	\$ 21,069,908	\$ 19,943,752	95%	\$ 1,126,156	\$ 1,990,486
<u>Special Revenue Funds</u>					
Housing Assistance	101,128	82,778	82%	18,350	(14,555)
Debt Service Fund	1,166,664	1,610,787	138%	(444,123)	3,872
Capital Projects Fund	4,816,196	3,407,810	71%	1,408,386	(931,698)
Local Option Sales Tax	1,692,104	1,356,349	80%	335,755	332,264
Police Forfeiture Fund	27,712	0	0%	27,712	22,506
Police Education Fund	4,000	6,523	163%	(2,523)	(3,471)
Gas Tax	503,368	635,282	126%	(131,914)	(174,983)
Police Impact Fees	7,000	9,560	137%	(2,560)	96,059
Fire Impact Fees	160	8,640	5400%	(8,480)	106,316
Recreation Impact Fees	120,664	184,100	153%	(63,436)	8,212
Building Fund	1,159,894	990,237	85%	169,657	(268,147)
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA Fund	467,002	627,323	134%	(160,321)	(69,248)
Carver Heights CRA Fund	471,730	485,816	103%	(14,086)	28,593
Highway 27/441 CRA Fund	939,804	925,433	98%	14,371	435,591
<u>Total General Governmental Funds</u>	32,547,334	30,274,390	93%	2,272,944	1,561,798
<u>Enterprise Funds</u>					
Stormwater Utility Fund	1,577,538	890,156	56%	687,382	232,605
Electric Utility Fund	47,886,019	47,597,562	99%	288,457	(867,428)
Gas Utility Fund	7,030,894	5,691,504	81%	1,339,390	1,437,772
Water Utility Fund	9,315,846	5,578,941	60%	3,736,905	1,192,277
Wastewater Utility Fund	20,307,704	7,444,441	37%	12,863,263	8,555,395
Sanitation Services Fund	3,453,551	3,750,923	109%	(297,372)	(578,679)
Airport Fund	4,811,604	1,723,230	36%	3,088,374	(641,961)
<u>Internal Service Funds</u>					
Health Insurance Fund	5,112,084	5,695,950	111%	(583,866)	(468,098)
Workers' Compensation Insurance Fund	448,024	408,811	91%	39,213	241,693
Risk Management Fund	584,584	921,864	158%	(337,280)	(3,283)
Fleet Maintenance Fund	2,925,500	2,270,067	78%	655,433	(72,164)
<u>Pension Trust Funds</u>					
Municipal Police Retirement Trust Fund	1,308,912	1,456,192	111%	(147,280)	(2,807,712)
Municipal Firemen's Retirement Trust Fund	1,117,976	972,040	87%	145,936	(2,189,214)
General Employees' Retirement Fund	2,163,600	2,181,567	101%	(17,967)	(2,621,335)
Total All Funds	\$ 140,591,170	\$ 116,857,639	83%	\$ 23,733,531	\$ 2,971,666

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct. 1, 2021 and Ending on May 31, 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	\$ 19,390,301	\$ 14,595,573	\$ 6,867,755	\$ 21,463,329	111%	(\$ 2,073,028)
Special Revenue Funds						
013 Housing Assistance	91,354	43,096	0	43,096	47%	48,258
021 Debt Service Fund	1,077,440	0	1,613,347	1,613,347	150%	(535,907)
031 Capital Projects Fund	7,471,844	336,847	817,985	1,154,831	15%	6,317,013
132 Local Option Sales Tax	1,234,858	1,483,516	0	1,483,516	120%	(248,658)
121 Police Forfeiture Fund	4,664	493	0	493	11%	4,171
122 Police Education Fund	4,000	2,947	0	2,947	74%	1,053
133 Gas Tax	782,549	423,390	0	423,390	54%	359,159
141 Police Impact Fees	76,436	151,354	0	151,354	198%	(74,918)
142 Fire Impact Fees	0	12,026	0	12,026	0%	(12,026)
143 Recreation Impact Fees	0	118,433	0	118,433	0%	(118,433)
151 Building Fund	896,875	568,848	29,600	598,448	67%	298,427
Community Redevelopment Agencies						
016 Greater Leesburg CRA Fund	474,322	545,500	0	545,500	115%	(71,178)
017 Carver Heights CRA Fund	313,614	413,851	0	413,851	132%	(100,237)
018 Highway 27/441 CRA Fund	843,944	1,190,432	0	1,190,432	141%	(346,488)
Total General Governmental Funds	32,662,201	19,886,306	9,328,687	29,214,993	89%	3,447,208
Enterprise Funds						
014 Stormwater Utility Fund	1,261,932	1,081,363	0	1,081,363	86%	180,569
041 Electric Utility Fund	52,798,014	36,522,100	520,969	37,043,069	70%	15,754,945
042 Gas Utility Fund	5,595,271	4,840,112	148,526	4,988,638	89%	606,633
043 Water Utility Fund	7,960,115	6,058,648	127,694	6,186,342	78%	1,773,773
044 Wastewater Utility Fund	27,469,640	9,718,888	0	9,718,888	35%	17,750,752
046 Sanitation Services Fund	3,171,540	3,002,878	0	3,002,878	95%	168,662
048 Airport Fund	6,131,563	5,605,179	0	5,605,179	91%	526,384
Internal Service Funds						
064 Health Insurance Fund	5,195,550	5,825,074	1,000,000	6,825,074	131%	(1,629,524)
065 Workers' Compensation Insurance Fund	639,553	495,767	0	495,767	78%	143,786
066 Risk Management Fund	597,864	836,101	0	836,101	140%	(238,237)
510 Fleet Maintenance Fund	3,069,435	1,901,913	731,176	2,633,088	86%	436,347
Pension Trust Funds						
061 Municipal Police Retirement Trust Fund	1,272,512	5,188,769	0	5,188,769	408%	(3,916,257)
062 Municipal Firemen's Retirement Trust Fund	1,090,032	4,716,845	0	4,716,845	433%	(3,626,813)
063 General Employees' Retirement Fund	2,223,592	8,257,730	0	8,257,730	371%	(6,034,138)
Total All Funds	\$ 151,138,814	\$ 113,937,674	\$ 11,857,052	\$ 125,794,725	83%	\$ 25,344,089

* 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 May 31, 2021

Prepared by: Finance Department

Fund Name	Disbursements			Budget Balance	Excess of Receipts Over (Under) Disbursements
	Adopted Budget	Amount	Percentage		
<u>General Fund</u>	\$ 19,390,301	\$ 19,494,590	101%	(\$ 104,289)	\$ 1,968,739
<u>Special Revenue Funds</u>					
Housing Assistance	91,354	82,425	90%	8,929	(39,329)
Debt Service Fund	1,077,440	1,611,812	150%	(534,372)	1,535
Capital Projects Fund	7,471,844	5,420,666	73%	2,051,178	(4,265,834)
Local Option Sales Tax	1,234,858	1,064,789	86%	170,069	418,727
Police Forfeiture Fund	4,664	0	0%	4,664	493
Police Education Fund	4,000	6,027	151%	(2,027)	(3,079)
Gas Tax	782,549	792,634	101%	(10,085)	(369,244)
Police Impact Fees	76,436	100,131	131%	(23,695)	51,222
Fire Impact Fees	0	160	0%	(160)	11,866
Recreation Impact Fees	0	5,820	0%	(5,820)	112,613
Building Fund	896,875	942,563	105%	(45,688)	(344,115)
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA Fund	474,322	589,754	124%	(115,432)	(44,254)
Carver Heights CRA Fund	313,614	104,583	33%	209,031	309,268
Highway 27/441 CRA Fund	843,944	528,139	63%	315,805	662,293
<u>Total General Governmental Funds</u>	32,662,201	30,744,093	94%	1,918,108	(1,529,100)
<u>Enterprise Funds</u>					
Stormwater Utility Fund	1,261,932	758,955	60%	502,977	322,408
Electric Utility Fund	52,798,014	37,181,204	70%	15,616,810	(138,135)
Gas Utility Fund	5,595,271	4,183,856	75%	1,411,415	804,782
Water Utility Fund	7,960,115	5,311,443	67%	2,648,672	874,899
Wastewater Utility Fund	27,469,640	7,009,697	26%	20,459,943	2,709,191
Sanitation Services Fund	3,171,540	3,133,538	99%	38,002	(130,660)
Airport Fund	6,131,563	1,691,649	28%	4,439,914	3,913,530
<u>Internal Service Funds</u>					
Health Insurance Fund	5,195,550	5,993,570	115%	(798,020)	831,504
Workers' Compensation Insurance Fund	639,553	1,522,762	238%	(883,209)	(1,026,995)
Risk Management Fund	597,864	835,129	140%	(237,265)	972
Fleet Maintenance Fund	3,069,435	2,505,273	82%	564,162	127,815
<u>Pension Trust Funds</u>					
Municipal Police Retirement Trust Fund	1,272,512	756,550	59%	515,962	4,432,219
Municipal Firemen's Retirement Trust Fund	1,090,032	977,762	90%	112,270	3,739,083
General Employees' Retirement Fund	2,223,592	1,973,322	89%	250,270	6,284,408
Total All Funds	\$ 151,138,814	\$ 104,578,804	69%	\$ 46,560,010	\$ 21,215,921

**CITY OF LEESBURG
CASH AND INVESTMENTS BY FUND
5/31/2022**

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		\$80,880,281.56	\$15,357,557.17	\$5,837,010.04	\$ 440,097.23	\$ 410,401.68	\$15,580,709.80	\$ 4,152,709.41	\$ 7,081,836.35	\$ 14,159,580.01		\$ 1,622,435.59	\$3,313,000.58	\$4,004,096.25	\$ 2,010,003.63	\$ 6,910,843.82
RESTRICTED CASH																
	CUSTOMER DEPOSITS	6,667,426.77					4,918,632.69	1,134,042.62	609,956.46	1,950.00		2,845.00				
	RENEWL & REPLCMNT	22,752,232.32	3,426,314.23	17,654.90			3,151,823.41	802,583.72	2,545,607.81	11,514,300.73		850,000.00				443,947.52
	BOND/NOTE SINKING FUND	4,784,095.36		(99,340.18)			3,267,339.16	50,448.73	514,659.17	1,050,988.48						
	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	7,740,207.12							1,884,420.21	5,855,786.91						
	OTHER RESTRICTED CASH	3,621,032.08		72,468.16		3,085,104.69										
	DEVELOPER CONTRIBUTIONS	615,298.92					610,167.52	5,129.40								
	RATE STABILIZATION	(6,270,398.00)					(6,270,398.00)									
SUBTOTAL OF RESTRICTED CASH		40,870,665.70	3,426,314.23	951,556.01		3,085,104.69	5,677,564.78	1,992,204.47	5,554,643.65	18,423,026.12		852,845.00				443,947.52
TOTAL POOLED CASH		\$121,750,947.26	\$ 18,783,871.40	\$ 6,788,566.05	\$ 440,097.23	\$ 3,495,506.37	\$ 21,258,274.58	\$ 6,144,913.88	\$ 12,636,480.00	\$ 32,582,606.13	\$ -	\$ 2,475,280.59	\$ 3,313,000.58	\$ 4,004,096.25	\$ 2,010,003.63	\$ 7,354,791.34
NON-POOLED RESTRICTED CASH																
	CASH WITH FISCAL AGENT	1,421,504.62			747,686.57			113,015.78	235,081.65	325,720.62						
	DEPOSITORY TRUST ACCOUNT															
	DEP-WELLS FARGO															
SUBTOTAL NON-POOLED CASH		1,421,504.62			747,686.57			113,015.78	235,081.65	325,720.62						
TOTAL POOLED CASH AND INVEST		\$123,172,451.88	\$18,783,871.40	\$ 6,788,566.05	\$1,187,783.80	\$3,495,506.37	\$21,258,274.58	\$6,257,929.66	\$12,871,561.65	\$32,908,326.75		\$2,475,280.59	\$3,313,000.58	\$4,004,096.25	\$2,010,003.63	\$7,354,791.34

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		\$ 5,837,010.04	\$ 232,419.87	\$ 29,309.32	\$ 214,778.18	\$ 2,363,401.65	\$ 103,408.31	\$ (1,227.09)	\$ 1,481,063.99	\$ 304,198.52	\$ 697,666.19	\$ 153,644.18	\$ 258,346.92
RESTRICTED CASH													
	HUD SHIP PROGRAM & \$HOUSE PROCEEDS	72,468.16	72,468.16										
	BOND/NOTE SINKING FUND	(99,340.18)		60,944.48		(160,284.66)							
	SIGN GRANT	360,773.13		91,577.78	100,000.00	169,195.35							
	R&R / OTHER RESTRICTED	17,654.90	17,654.90										
	CUSTOMER DEPOSITS	600,000.00				600,000.00							
SUBTOTAL OF RESTRICTED CASH		\$ 951,556.01	\$ 90,123.06	\$ 152,522.26	\$ 100,000.00	\$ 608,910.69	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL POOLED CASH		\$ 6,788,566.05	\$ 322,542.93	\$ 181,831.58	\$ 314,778.18	\$ 2,972,312.34	\$ 103,408.31	\$ (1,227.09)	\$ 1,481,063.99	\$ 304,198.52	\$ 697,666.19	\$ 153,644.18	\$ 258,346.92
NON-POOLED RESTRICTED CASH													
	DEP-WELLS FARGO	-											
SUBTOTAL NON-POOLED CASH		\$ -											
TOTAL POOLED CASH AND INVEST		\$ 6,788,566.05	\$ 322,542.93	\$ 181,831.58	\$ 314,778.18	\$ 2,972,312.34	\$ 103,408.31	\$ (1,227.09)	\$ 1,481,063.99	\$ 304,198.52	\$ 697,666.19	\$ 153,644.18	\$ 258,346.92

INTERNAL SERVICE FUNDS

POOLED CASH & INVESTMENTS		INTERNAL SERVICE FUNDS TOTAL	HEALTH INSURANCE FUND	WORKERS' COMPENSATION FUND	RISK MANAGEMENT FUND	FLEET MAINTENANCE FUND
OPERATING CASH		\$ 6,910,843.82	\$ 1,763,941.46	\$ 1,291,610.90	\$ 154,706.71	\$ 3,700,584.75
RESTRICTED CASH		443,947.52				443,947.52
SUBTOTAL OF RESTRICTED CASH		\$ 443,947.52	\$ -	\$ -	\$ -	\$ 443,947.52
TOTAL POOLED CASH		\$ 7,354,791.34	\$ 1,763,941.46	\$ 1,291,610.90	\$ 154,706.71	\$ 4,144,532.27
TOTAL POOLED CASH AND INVESTMENTS		\$ 7,354,791.34	\$ 1,763,941.46	\$ 1,291,610.90	\$ 154,706.71	\$ 4,144,532.27

**CITY OF LEESBURG
INVESTMENT REPORT
5/31/2022**

DESCRIPTION	BALANCE 5/31/2022
BANK OPERATING AND SAVINGS ACCOUNTS	
Truist Bank - Disbursement	\$38,340,221
TD Bank - Savings	4,010,482
CenterState Bank - Savings	5,770,482
Centerstate Bank - CD	0
Synovus - CD	0
	\$48,121,185
LOCAL GOVERNMENT INVESTMENT POOLS	
FLSAFE	7,783,259
FLCLASS	9,853,399
FLPRIME	5,998,105
	23,634,763
U S TREASURY MONEY MARKET FUND (FGU Deposit)	0
US BANK (Fiscal Agent)	1,421,505
CHANDLER ASSET MANAGEMENT (SECURITIES)	48,995,000
PUBLIC TRUST ADVISORS (SECURITIES)	1,000,000
	49,995,000
TOTAL INVESTMENTS	123,172,452
MARKET ADJUSTMENT	(583,770)
TOTAL VALUE OF INVESTMENTS	<u><u>\$122,588,682</u></u>

