AMENDED AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, AUGUST 22, 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 August 8, 2022

2. FY 2022-23 Budget Workshop # 3 held July 12, 2022

3. FY 2022-23 Budget Workshop # 2 held July 7, 2022

4. FY 2022-23 Budget Workshop # 1 held July 5, 2022

B. PURCHASING ITEMS:

1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Fixed Unit Price Agreement with J Walton Mowing, Inc.; and providing an effective date.

2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement with Halff Associates, Inc. for professional services related to US 27 Water Main Installation for an amount not to exceed $331,376.75; and providing an effective date.

C. RESOLUTIONS:

1. Resolution of the City Commission of the City of Leesburg, Florida appointing one regular member and one alternate member to the Lake County Arts & Cultural Alliance as the City of Leesburg's representatives; and providing an effective date.

2. Resolution of the City Commission of the City of Leesburg, Florida appointing two members to the Leesburg Firefighters' Retirement Plan Board of Trustees; and providing an effective date.

3. Resolution of the City Commission of the City of Leesburg, Florida appointing three Regular and one Alternate member to the Leesburg Planning Commission; and providing an effective date.

4. Resolution of the City Commission of the City of Leesburg, Florida appointing regular members to the Historic Preservation Board; and providing an effective date.

5. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 60, a subdivision of the City of Leesburg, Florida, being a portion of Sections 7 and 8, 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. 60)

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

accepting and approving a plat for Villages of West Lake Unit No. 62, a subdivision of the City of Leesburg, Florida, being a portion of Section 7, 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. 62)

7. **Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 66, a subdivision of the City of Leesburg, Florida, being a portion of Section 8, 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. 66)**

8. **Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 69, a subdivision of the City of Leesburg, Florida, being a portion of Section 8, 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. 69)**

9. **Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 70, a subdivision of the City of Leesburg, Florida, being a portion of Section 8, 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. 70)**

10. **Resolution of the City Commission of the City of Leesburg, Florida authorizing and directing the Mayor and City Clerk to execute a natural gas service agreement between the City of Leesburg and Wetherbee Partners, LLC, for the purpose of setting forth the terms and conditions under which the City of Leesburg will supply natural gas service to the development known as Southwinds Phase III; and providing an effective date.**

11. **Resolution of the City Commission of the City of Leesburg, Florida authorizing and directing the Mayor and City Clerk to execute a natural gas service agreement between the City of Leesburg and Hanover 623 Holdings, LLC for the purpose of setting forth the terms and conditions under which the City of Leesburg will supply natural gas service to the development referred to as Eagletail Landing (McElyea) Phase 4; and providing an effective date.**

12. **Resolution of the City Commission of the City of Leesburg, Florida, amending Resolution No. 8839 approving new service fees and adjusting current Utility Service Fees; and providing an effective date.**

13. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a lease agreement with Blue Heron CPA for space at the Leesburg Incubator; and providing an effective date.**

14. **Resolution of the City Commission of the City of Leesburg, Florida approving the Evergreen Construction - Aquatic Facility Construction Loss Request; and providing an effective date.**

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

A. SECOND READING OF ORDINANCES

1. **None**

B. FIRST READING OF ORDINANCES

1. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 1.09 +/- acres; and being generally located north of U.S. Highway 441, east of Waters Edge Drive, west of Mark Road, and south of Brittany Boulevard, lying in Section 19, 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. (Brittany Estates)**

2. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 1.09 +/- acres from Lake County Urban Medium Density to City of Leesburg Highway Commercial, for a property generally located north of U.S. Highway 441, east of Waters Edge Drive, west of Mark Road, and south of Brittany Boulevard, lying in Section 19, Township 19 South, Range 25 East, Lake**

County, Florida; and providing an effective date. (Brittany Estates)

3. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 1.09+/- acres from Lake County RMRP (Mobile Home Rental Park District) and Lake County C-2 (Community Commercial District) to City C-3 (Highway Commercial) to allow dry storage for boats and trailers for a property generally located north of U.S. Highway 441, east of Waters Edge Drive, west of Mark Road, and south of Brittany Boulevard, lying in Section 19, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Brittany Estates)**

4. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 133+/- acres; and being generally located east of U.S. Highway 27 and south of Dewey Robbins Road, lying in Section 05, Township 21 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date (Anthony Property).**

5. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 133 +/- acres from Lake County Rural to City of Leesburg Estate Residential, for a property generally located east of U.S. Highway 27 and south of Dewey Robbins Road, lying in Section 05, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (Anthony Property)**

6. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 133 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow a single-family residential subdivision for a property generally located east of U.S. Highway 27 and south of Dewey Robbins Road, lying in Section 05, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (Anthony Property)**

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

Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 1; and providing an effective date. (Treasures Trove)

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

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

10. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 717 +/- acres; and being generally located east of US Highway 27, south of Dewey Robbins Road and north of Florida's Turnpike, lying in Sections 05, 06, and 07, Township 21 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Bar-Key Groves)**

11. **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 717 +/- acres from Lake County Rural Transition, Lake County Rural, and Lake County Regional Office to City of Leesburg Estate Residential, for a property generally located east of US Highway 27, south of Dewey Robbins Road and north of Florida's Turnpike, lying in Sections 05, 06, and 07, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (Bar-Key Groves)**

12. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 717 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow commercial and residential development for a property generally located east of US**

Highway 27, south of Dewey Robbins Road and north of Florida's Turnpike, lying in Sections 05, 06, and 07, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (Bar-Key Groves)

13. **An Ordinance of the City of Leesburg, Florida, modifying the zoning on approximately 4.64 +/- acres, for a property generally located south of County Road 44, west of Whitney Road, and east of Executive Boulevard, lying in Section 19, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (T T Storage)**

14. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 3.42+/- acres; and being generally located south of West Main Street and east of Progress Road, lying in Section 29, Township 19 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Leesburg Small Bay)**

15. **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 3.42 +/- acres from Lake County Industrial to City of Leesburg Industrial, for a property generally located south of West Main Street and east of Progress Road, lying in Section 29, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Leesburg Small Bay)**

16. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 3.42+/- acres from Lake County HM (Heavy Industrial) to City of Leesburg M-1 (Industrial) to allow a warehouse for a property generally located south of West Main Street and east of Progress Road, lying in Section 29, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Leesburg Small Bay)**

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)

9. CITY MANAGER ITEMS:

10. ROLL CALL:

11. ADJOURN:

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

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

AGENDA MINUTES
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, AUGUST 8, 2022 5:30 PM

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, August 8, 2022, at Leesburg City Hall. Mayor Pederson called the meeting to order at 5:31 p.m. with the following members present:

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

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

INVOCATION

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

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

2. PROCLAMATIONS:

A. None

3. PRESENTATIONS:

A. Certificates to Miss Leesburg winners: Miss Leesburg - Meagann Goodridge; Teen Miss - Reese Ponds; Junior Miss - Makenna Richey; Little Miss - Allison Carter; and Tiny Miss - Hartley Sellars

Mayor Pederson presented certificates to each of the Miss Leesburg winners.

Reese Ponds (Teen Miss Leesburg) said it was an honor, pleasure and privilege to serve this amazing city over the past year. The lessons she learned will definitely stick with her as she finishes high school and goes throughout the rest of her life. She looks forward to continuing to serve the community after

her title is over. She thanked everyone for their support and faith. She gave a special thank you to Ms. Linda Watts for everything she has done for them, especially the younger children in the community. She was born and raised in Leesburg and this will always be her home.

Meagann Goodridge (Miss Leesburg) commented that thirty-five years ago Ms. Linda Watts came before the city commission. She presented her ideas and asked to use the city name. This was the beginning of the Miss Leesburg Scholarship Program. This program has been a great success. We are seen throughout the community at different events. Ms. Watts loves to keep us busy and on our toes. She appreciates having the city's support. It was such a pleasure having the opportunity to represent the city. The Miss Leesburg Scholarship Program has two important goals. First, we always need to represent and give back to the community, no matter what we are doing. We need to be great role models. Ms. Watts believes that if we volunteer now, it will follow throughout our whole lives. Secondly, we must express the importance of education through scholarship programs. Miss Leesburg is a non-profit program. All the funds raised are given to boys and girls throughout the community for senior scholarships. This year we gave out eight scholarships. There were two students at Leesburg High School, three at First Academy High School and three at The Village's Charter High School. It was such an honor to receive this award tonight from the mayor and city commission. She was so proud to represent the city she was born and raised in. It was an honor to be Miss Leesburg.

Mayor Pederson congratulated and thanked all the ladies for coming in to receive their certificates. He commented that as mayor he attended a lot of events. He can attest that Miss Leesburg and Miss Teen Leesburg have been at every one of those events.

4. PUBLIC COMMENTS:

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

Joanie Smalley, Leesburg Partnership Executive Director, stated the board of directors met last Thursday. They approved a three-day Bikefest to be held April 28th through April 30th 2023. They are still ironing out the details. She wanted to let everyone know where they were with the plans. They will be moving forward with the 2022-2023 season.

Dr. Erica Jasper wanted to give kudos to the city manager and the director of public works for a job well done. The fence at Berry Park is going up and it looks beautiful. She has received a lot of feedback from residents in that community and she is so very appreciative. She also wanted to thank the CRA board.

Denise Burry, Forward Paths Foundation, Inc., extended an invitation to the commission for the Forward Path luncheon to be held on Friday, August 12th. They have been unable to hold this luncheon the past two years due to Covid. This will be their first opportunity since then to update the public on their happenings. This year the hot topic will be the completion of their renovation in Eustis. It is a future tiny home community project. She appreciates the relationship they have with the City of Leesburg. Currently, they are housing nineteen youths throughout Leesburg. Their program provides them with an opportunity to attend school so they may further their education and develop work skills.

Don Friend, 1203 McNamee Street, stated he owns this property. He attended the last meeting where he brought up the issue regarding the drug and alcohol-fueled parties that occur every Sunday night at

John L. Johnson Park. He wanted to follow up with the commission to see what kind of progress has been made to address this because the parties are still going on. He brought photos showing dozens of vodka bottles and other alcohol-related bottles, blunt wrappers and lots of drug paraphernalia. This is all happening at a children's park and it is important that it be addressed. He met with the chief of police after the last meeting and his interpretation of that meeting was that he either did not have the resources to address this properly or he did not have the support of the commission. He requested the commission's help to get this addressed. **Mayor Pederson** asked what the hours were that this was happening on Sunday nights. **Mr. Friend** responded that his understanding was that this was predominantly in the late afternoon. They start around five and it gets extremely busy around eight. It is such a popular place that Google has on their page that Sunday night at six o'clock is one of the most popular times to be there. The parking lot is full of cars. He brought pictures he would like to submit for the record. The music is so loud that the tenants of the apartments he owns cannot hear themselves inside. It is causing quite a lot of disruption. **Mayor Pederson** inquired if there had to be a permit for an event this size. **CM Minner** responded typically yes, and asked if he could get with Mr. Friend after the meeting. He could leave his information and they could have a conversation about this. He asked if they had been in touch with the police department when the events were happening. **Mr. Friend** replied that it happens every Sunday. Every police officer he has spoken with is well aware of these events. **CM Minner** inquired if they got a response from the police department and if they came out to shut the party down. **Mr. Friend** answered it was his understanding that if they sent two officers out, that would represent a significant portion of the patrolling force and they would be outnumbered by the number of people attending the event. This has become a problem and it has now festered because it was not addressed. It continues to grow in size because no one did anything about it. He was told by one police officer that there were up to five hundred people. It was canceled last night due to rain and there were still between fifty and seventy-five people there. It causes a significant disruption to the local businesses with all the cars, music and trash. He feels bad for the kids that have to go to the park because they see all the drug paraphernalia and alcohol bottles all over the place. The event is called Park and Chill. He does not know who organized it, but the police are very well aware of it. They have migrated to this particular location from other locations. They will go wherever they are able to go. He was not sure why they were able to come here. He asked what the process was for submitting the photos on a USB. **CM Minner** said he could provide the information to the police captain, so he could get back with him to set up a meeting. **Mayor Pederson** remarked that at the last meeting he said we would get it right and we are working on it. **Commissioner Burry** said the other parks close at ten o'clock, that is when we shut the gates, so why can't we put a ten o'clock cap at this park too. **CM Minner** added that we would not want to interfere with people gathering as long as they are assembled peacefully. However, yes, if there is an organized event, you are supposed to have a permit. However, if you are peacefully gathered, we are not going to stop that. Obviously, the issues coming up are significant, but the answer is not easy. He will get in touch with Mr. Friend, they will meet with the chief and give this the support it needs to get corrected. **Mayor Pederson** mentioned an event of this size they need to be bound to the permits and proper process. **Dr. Erica Jasper** mentioned that they are having the same issues at Berry Park. There is a sign posted that states the park hours are from seven in the morning to ten at night. Historically, they were from sunrise to sunset. She wondered if it was possible to get the hours changed back to from sunrise to sunset because ten o'clock is very late for some of the residents that live in the Carver Heights neighborhood. Some of the senior citizens living in that area have medical issues and they may have issues trying to go to sleep due to the noise from the congregation of people who do not even live in the neighborhood. **CM Minner** said it is something that we can talk about. However, the commission would have to act on it. First, he needs to meet and determine if it is something that needs to be brought back as a recommendation.

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

Item pulled for discussion:

5.C.3 - Authorizing the adoption of the revised Collection Development and Management Policy for the Leesburg Public Library

Commissioner Burry moved to adopt the Consent Agenda except for 5.C.3, and Commissioner Robuck seconded the motion.

The roll call vote was:

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

Four 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 July 25, 2022

B. PURCHASING ITEMS:

1. None

C. RESOLUTIONS:

1. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Leesburg Parks and Recreation Department to apply for, and if awarded, accept a Capital Improvement Grant for the Susan Street Sports Complex project from Lake County Tourism Development Council; and providing an effective date.

ADOPTED RESOLUTION 11,135

2. Resolution of the City Commission of the City of Leesburg, Florida, appointing one member to the Library Advisory Board for a five-year

term, said term ending September 30, 2027; and providing an effective date.

ADOPTED RESOLUTION 11,136

3. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the adoption of the revised *Collection Development and Management Policy* for the Leesburg Public Library; and providing an effective date.

ADOPTED RESOLUTION 11,139

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

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

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Robuck said he did not have any issues with the policy. It was very well written. He was curious if we had anyone come in and file complaints about anything we have at the library. **Library Director (LD)Lucy Gangone** answered not in the last twelve years.

The roll call vote was:

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

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

4. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Leesburg Police Department to initiate and maintain a Reserve Officer Program to supplement patrol, investigative and administrative functions of the Leesburg Police Department; and providing an effective date.

ADOPTED RESOLUTION 11,137

5. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Leesburg Police Department to apply for, and if awarded, accept an Edward Byrne FY 2022 Local Solicitation Grant from the U.S. Department of Justice (JAG) to supplement costs associated with the purchase of department equipment; and providing an effective date.

ADOPTED RESOLUTION 11,138

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

A. SECOND READING OF ORDINANCES

1. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 33 +/- acres; and being generally located on the south side of County Road 48, east of County Road 33, and west of Haywood Worm Farm Road, lying in Sections 14 & 15, Township 20 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Sundance AX)

ORDINANCE 22-35 WITHDRAWN

2. An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 33 +/- acres from Lake County Regional Office to City of Leesburg Estate Residential, for a property generally located on the south side of County Road 48, east of County Road 33, and west of Haywood Worm Farm Road, as legally described in Sections 14 & 15, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Sundance Subdivision SSCP)

ORDINANCE 22-36 WITHDRAWN

3. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 33 +/- acres from Lake County A (Agriculture) to PUD (Planned Unit Development) to allow for a mixed use development of single-family residential and mini-warehouse storage units for a property generally located on the south side of County Road 48, east of County Road 33, and west of Haywood Worm Farm Road, as legally described in Sections 14 & 15, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Sundance PUD)

ORDINANCE 22-37 WITHDRAWN

4. 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)

ADOPTED ORDINANCE 22-40

CA Watson swore in everyone who wished to provide testimony on items 6.A.4 through 6.A.6.

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.

PZD Miller stated at the last meeting Commissioner Burry requested the addition of dark sky lighting, trees in each yard and the standard roadway dedication to the PUD. He did faithfully execute that; however, it was on the wrong document. When he pulled out the packet, that was when he found it. He asked the commission if they would allow him to put it in the PUD and then he would provide it to the city clerk. It would be the standard wording used in all PUDs. **Mayor Pederson** stated that would be fine. **PZD Miller** apologized for the oversight. **Commissioner Robuck** questioned in section four, would the prohibited uses be inserted? **PZD Miller** replied that was part of the changes he made. He added prohibited uses that included tattoo parlors and thrift stores. **Commissioner Robuck** said he wanted to make sure those were included. **PZD Miller** commented it would be included, it was just included in the wrong document. **Commissioner Connell** wanted to know what the planning commission's opinion was on this. **PZD Miller** replied it was approved 6-0. This is a revision to an existing PUD. They are asking to decrease the overall density on the two hundred and fourteen acres. They want to change a few of the lots and decrease the number of commercial square feet. Tara Tedro from Lowndes, Drosdick, Doster, Kantor Law Firm is here to make a presentation.

Tara Tedro, Lowndes Law Firm, 215 North Eola Drive, Orlando, stated she would go through the presentation and if there were any questions, she would be happy to answer them at the end. Referring to a slide, she showed an aerial of the site. There is a total of two hundred and fourteen point eighty-four vacant acres comprised of three parcels. About nineteen point five acres of the total subject property are for storm water management. The wetlands at the ends of our site are not going to be impacted by this development. Currently, there is a future land use of low density and general commercial use, which corresponds to the areas where we would have residential and commercial uses on site. They are not requesting a comprehensive plan change, it is simply a rezoning from PUD to PUD. Under the comprehensive plan, the future general commercial land use is meant to encourage economic activity and local employment opportunities. It allows for a variety of retail convenience, entertainment, personal business and other professional services. It would encourage those types of development along major roadway corridors. In addition, parcel three of our plan is currently being planned for a Florida-based grocery store to anchor a shopping center. They are in discussions about a sit-down restaurant concept as well as other restaurants that could be located in that shopping center. That was one thing city staff brought up very early as a desire. They would like to see more restaurant opportunities, especially in this area. Those are discussions they will have pending approval tonight. The low density

future land use portion of the property would permit up to eight dwelling units per gross acre. That was permitted under the prior PUD. We are at three point thirty four dwelling units an acre, which is significantly below the overall dwelling unit per acre count. The future land use was intended to encourage the design and development of various types of residential dwellings, which are provided in this plan. It contemplates compatible commercial and other non-residential uses, especially adjacent to higher capacity roadways. This project would certainly provide a great mix of different uses in a walkable community yet provide good buffering between commercial and residential uses on the site. The request is to rezone from PUD to PUD. Per the site plan that is attached to the PUD ordinance, it shows seven hundred and eighteen residential units and one thousand and sixty four thousand square feet of commercial. The commercial components would be placed on both sides of US 27. We have commercial components that would anchor the different types of residential products. The residential communities that would be built onsite come with their own amenities. It would be supportive of each different residential area on the parcel. The overall density is three point thirty four dwelling units an acre, which is well below the eight per acre currently allowed. In terms of additional site details, there is a minimum of thirteen point six acres of active recreation and amenities and about sixty acres of other open space provided on site. As noted by the planning commission, there was a developer who asked if we would deed some property to them for a future access connection point. We said we would be happy to deed that property over to them. That is a good planning strategy for future transportation issues. It was something they put on the record previously and they had that discussion with staff. They also had that discussion with the developer which is pending tonight's approval. In terms of data comparison from the previously approved 2017 PUD, there are different counts of single-family, multi-family and townhome units. This is a reduction in the dwelling units per acre and a reduction in the total number of units. There is a significant reduction in commercial that was otherwise planned for the property, that corresponds to a significant decrease in transportation impacts. On the trip generation comparison chart, she showed the total comparison numbers. They are far below the maximum am and pm peak hour trip generation between what was previously approved and what they are proposing. There would be about thirty thousand fewer trips a day that would come by virtue of the reduction in residential. Most importantly, the significant reduction in commercial square footage. She showed some conceptual renderings which include the architectural standards outlined in the PUD. They were preliminary renderings that were submitted to the city as part of the project. City staff outlined different standards of support, which were from the city's GMP (gross management plan) as well as code policies. They stated they were going to add residential and non-residential features that would further the vision of the GMP by providing a diverse array of housing options. The non-residential usage would be strategically located to provide walkable services and the commercial options would be designed to ensure the appropriate buffering and setbacks are in place. They would help serve the city's anticipated future growth. Along with different objectives from the GMP for protecting and diversifying housing, sustainable development and land use compatibility. All of which were analyzed by city staff and determined that they met, including transportation and land use compatibility. City staff recommended approval of this project and they received a unanimous recommendation from the planning commission. She requested approval of PUD 22-215.

Commissioner Burry asked about the first PUD. He saw four hundred and eight one. The numbers he looked at tonight were more like seven hundred. **Ms. Tedrow** replied that in every iteration of the PUD shown it outlined the numbers. **PZD Miller** pointed out that they are referring to Exhibit E. **Commissioner Burry** said when he read the PUD it looked like we were going from four hundred and eighty one units to seven hundred and eighteen, but the numbers given tonight said we were actually going down. **Ms. Tedrow** replied, referring to the comparison data table that shows the prior PUD to the new PUD. The new PUD has two hundred and ninety two single-family residential homes, two hundred and eighty eight multi-family and one hundred and thirty eight townhome units. The total residential of the prior PUD was seven hundred and sixty four residential units and the new one is seven hundred and

eighteen. That is a reduction in both density and intensity from the previously approved development.

Lisa Christy, 5720 Great Egret Drive, said she appreciated the commission's time. She pointed out that her property is located in the White Marsh subdivision which borders this property. They are near the northwest portion of the proposed development. She hoped that the scope of the buyers' development plans would take their small subdivision into consideration. They border the northwest portion of the Lyden Nicholson property. They hold a controlling interest of about three-fifths in the small cove peninsula at the northwest corner of that property. Her community stretches out into the marsh about four hundred and ten yards, heading due south. It borders the proposed development and goes through that cove from Grady Grit Drive and then crosses the small peninsula into Dilly Marsh. The wetland area is governed by the St. John River Water Management District of Florida, statute 704.06, Lake County Clerk of official court records book 3395, page 2235. Our foliage and wildlife are protected and preserved in these areas. A good number of protected, threatened and endangered species live in the wetlands and surrounding area year round. This includes about twenty two non-migratory Florida sandhill cranes who mate for life. That is about twenty to thirty years in the wild. There is one particular Florida sandhill crane couple that mated and they roost in this very cove. It borders them and we own three-fifths of an interest in them. They roost here every year. They raise their chicks and colts and they teach them to fly in the Lyden Nicholson pasture. There is another crane couple that lives on the southwest side of Dilly Marsh and they share that pasture for training their colts to fly. Human intervention has a major effect on the cranes' behavior patterns and survival. Of course, some things are going to have to change, but this is what is happening. She hopes the wildlife and foliage, including the beautiful pristine Oak Hammock on the Lyden Nicholson side of the cove shoreline, will be protected and preserved as they are on the White Marsh side. It would be nice if the few large lone oaks and palms in the pasture could be spared from leveling. Preserving these areas and respecting the wildlife will make for a more appealing environment and a selling point for buyers, in her humble opinion. Other than that, what they are doing is great. She had no other objections.

The roll call vote was:

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

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

5. 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 76 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)

ADOPTED ORDINANCE 22-41

Commissioner Burry 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 Connell seconded the motion.

Mayor Pederson requested comments from the Commission and the audience.

PZD Miller stated this was Sunnyside Oaks and this was a revision to an existing PUD. The current PUD allowed an option of either two hundred and eight townhomes or fifty three single family homes. City staff worked with the new developer to come up with what amounts to a maximum of seventy-six units. They started off at eighty three and brought it down to the current site plan of seventy six. The lot sizes would all be sixty feet. There are six thousand square foot lots with a minimum of one thousand seven hundred square foot homes. Architectural standards include two-car garages, twenty-five foot landscape buffers, and thirty-five percent open space and transportation. They have recreation space and a dark sky lighting requirement. It was the city staff's opinion that this was a better deal than the two hundred and eight townhomes which were approved several years ago. **Mayor Pederson** asked for clarification. The agenda says eighty-three, but you just said seventy-six. He wanted to be sure they were approving the right number. **PZD Miller** said seventy six is what is in the PUD. Eighty-three was written when they were first working with them. That was where that number is from. It was brought over from the original site plan, but it will be seventy-six. **Mayor Pederson** said for clarification the PUD is correct, but the agenda shows the original number. **PZD Miller** agreed. **Commissioner Burry** questioned if the entry on to Sunnyside would create a four-way route instead of a three-way route? He added that from the diagram submitted in the packet it looks like the case. Plus, the residents were curious. **PZD Miller** said he had not heard back from Lake County. He would let him know as soon as he heard from them so he could notify the neighbors. However, since they are Lake County roads, we do not have any authority over them. We can only encourage. He would call them to see if they would look at that.

Dave Schmidt, Dave Schmidt Engineering, Orlando, stated he agrees with the staff's recommendation. He thanked the planning and zoning department for working with them. Regarding the access in the current plan, they are almost finished with the final plans. Right now, the entrance has been pushed to the west. It is away from that triangular intersection that is there. **Commissioner Burry** asked if it was down the hill where the existing gate is now. **Mr. Schmidt** said that was correct. **Commissioner Burry** said this property lies on the northside of Sunnyside Drive and there was no opposition from any of the surrounding residents. **Mayor Pederson** thanked him for that clarification.

The roll call vote was:

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

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

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)

ADOPTED ORDINANCE 22-42

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 Connell seconded the motion.

Mayor Pederson requested comments from the Commission and the audience.

PZD Miller stated this is two hundred and eighty acres located on the southside of the Turnpike and east of CR 33. There are five hundred and sixty-one units proposed. It would be entirely single family residential. The density would be two point zero units per acre. The lot sizes are mixed with fifty and sixty foot widths that equal out to five thousand five hundred and six thousand six hundred. Of those five hundred and sixty one units we have, three hundred and ninety lots at fifty feet and one hundred and seventy one lots at sixty feet. Respectively, they would have one thousand six hundred square feet under the roof and one thousand eight hundred square feet under the roof, minimum, based on the lot sizes. There would be two car garages with a divided boulevard style entrance coming off CR 33. It would include the tree requirements of two trees in each yard, thirty-five percent open space and dark sky lighting. There would be two-point-six acres of recreational area which far exceeds the requirement. Tony Lorio and Ben Snyder from VP Land Acquisition are here and they wish to make a presentation.

Andrew McCown, GAI Consultants, Engineering and Planning Group, 618 East South Street, Orlando, stated he has a team with him including representatives from Hanover as well as the traffic engineer. Referring to a slide, he showed the surrounding area for the project. There is a lot going on around this proposed project. It is located along CR 33 near the Florida Turnpike. There are two projects currently in the works, Banning Ranch which was already approved for two hundred and forty-three units, and across the street is the Battaglia project. This property was annexed into the city in 2007. At that time, it was given a future land use for neighborhood mixed use, a zoning of RE-1. Neighborhood mixed use has a maximum density of four dwelling units per acre while RE-1 has one dwelling unit per acre. They understood at that time that RE-1 was essentially a placeholder and the intent was to rezone the property at some point in the future at the time of development for something more appropriate. He showed a map of the existing future land use and zoning. They requested to rezone the PUD with the items the planning and zoning director mentioned. There were also a couple other items he would like to discuss. This is two hundred and eighty acres with a gross density of two point zero units per acre with a maximum of five hundred and sixty one units. As the planning and zoning director mentioned, it would be all single-family residential with a mixture of fifty and sixty foot lots. There are one hundred and fifty-three-point-four acres of open space and recreation, which equates to fifty-five percent of the total site. There are a lot of wetlands that exist on the site which are being preserved, as well as a good bit of additional preservation. The original plan had a good number of forty-foot lots, but they learned from previous projects, that they should move in favor of fifty and sixty-foot lots. Referring to a slide, he showed the natural flow of the site, with the wetlands being on the exterior and the units being concentrated towards the middle of the site and against the Turnpike. There are no units that border the northern and southern boundaries of the site and that is a pretty unique feature. To the southeast is a tree preservation area and floodplain preservation. There are some fantastic old trees in that area as well as in the northwest corner, where there are some steep slopes. They have some fantastic trees that they will preserve as part of the project. He showed a graph of the open space that breaks down the project. It shows the dark green areas as wetlands, the blue areas as retention and the light yellow/light green areas as parks and other preservation. Again, they would have one hundred and fifty-three-point four acres of preservation total. As the planning and zoning director mentioned, there are additional provisions included in this PUD for the dark sky and the addition of canopy trees for friendly landscape. He

provided a rendering of a typical amenity center that Hanover produces for its residents. He showed some proposed home elevations on both fifty and sixty foot lots. When it comes to traffic, he had a graph showing the breakdown of traffic anticipated on the road during the peak hours. The peak direction volumes on CR 33 will break down as such, the blue being the existing traffic on the road today. The light orange would be from the Banning Ranch project across the street and the dark orange would be from the Battaglia project. The gray area is the remaining capacity available on the road after the two projects and the existing traffic have been taken into consideration.

There were a couple of PUD conditions he would like to discuss. They were discussed at the planning commission session as well. The first is item 4D, where they have the minimum side setback. It was set at seven and a half, but in the original submittal they had it at five feet. The reason they requested the change to five feet was to be consistent with their previously approved projects from the last five years. They understand the reason for staff suggesting the wider setback. The setbacks will be increased, particularly on the fifty-foot lots, which is what they had in mind. However, when you put those roof lines close together you can get drainage issues if you do not have a well-engineered site. As a way to combat that, they discussed and agreed at the planning commission to install gutters on all of the horizontal fascia for any home that has less than a five-foot setback. If there was a seven and a half foot setback, no gutters would be required. If it is less than seven and a half feet, it would be required. That is to specifically combat the drainage issues that have been seen on previous projects. The second item is 6D, which is a requirement for a split rail fence or a six foot solid vinyl fence. It would be required around the full perimeter and the issue is the full perimeter. There are a lot of portions of the site that they feel due to the design of the wetlands and the ponds adjacent to the site that they do not feel the fence should go all the way around the full perimeter of the site. They proposed the requirement be for the front of the site against CR 33. That is where they would like to put a split rail fence. They do not believe the other boundaries of the site would require that.

Commissioner Burry asked across the street at the Banning Ranch property what are those lot sizes? **PZD Miller** replied they are the same as what they are asking for here. In the agenda memo it came up twice. The first motion was to deny and the second motion was to approve. They both came out with a 3-3 vote. When the planning commission talked about the property location and the lot sizes, it was noted that they would prefer larger lots on property. With all due respect to the planning commission, staff recommended approval based on what we have here in the PUD. He understands what they were asking for, but we also have other developments in the area that show the same lot sizes. We have Banning Ranch, right across the street. They also discussed the issues of Mr. McCowen and the city staff had no objections to that as far as the fence, because they were right. When we have a large wetland or a large buffer like that, the fence, whether it is split rail or solid, it really is not necessary. We did the exact same thing with Banning Ranch. We pulled the fence off. The staff would like to see any time there is a five-foot setback that gives ten feet between houses. We want to see gutters installed on the houses. When you get to seven and a half, it gives you fifteen feet. We are seeing that problem pretty much resolve itself. We also talked about that previously, so the staff had no objection to making those changes. **Mayor Pederson** questioned how the fifty-foot lots were selling in comparison to the sixty-foot lots. **Ben Snyder**, VP Land Acquisition, Hanover Land Company, answered that the demand for the fifties is really hot. There is a wider product band from one thousand seven hundred square feet up to three thousand three hundred square feet. We would capture a wide range of buyers on the fifty-foot lots. On the sixty-foot lots, we generally have larger houses with larger square footage and they are slower absorbing. Especially with interest rates, those lots are not absorbing as fast as the fifty-foot lots. **Commissioner Robuck** said he was okay with the project, but we talked about amending the overland codes. He really likes the particular style of project where, if they go with the narrow lots, we get bigger open space. That makes a lot of sense. People get the benefit of living in a community with owning a lot and yet they still have open space. They do not have the large yards to maintain themselves. He thinks it

is a great project.

Commissioner Robuck made a motion to amend to accept the changes as proposed and Commissioner Burry seconded the motion.

Mayor Pederson asked if there were any further comments from the Commission or the public on the amendment. **Dr. Erica Jasper** questioned if there was a buffer to prevent noise coming from the traffic off the Turnpike. She did not see anything mentioned in the presentation. **Mr. McCown** said there was an enhanced buffer even beyond the requirement of the PUD. The buffer adjacent to the Turnpike was planned to be fifty feet wide, as opposed to the standard of twenty feet. It is double the standard PUD buffer size and it would be vegetated.

The roll call vote was:

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

Four yeas, no nays, the Commission approved the amendment to the ordinance.

The roll call vote was:

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

Four yeas, no nays, the Commission adopted the ordinance as amended.

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.

ADOPTED ORDINANCE 22-43

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 Burry questioned this type of change. Could we still borrow from the fund and pay it back if, for some reason, we need the money for some catastrophic reason? Otherwise, we would want to keep it at a six percent cap coming to the general fund. **CM Minner** replied yes. **Commissioner Robuck** said the power issue we had last week was a good example of why it is nice to have a local

utility. First, they were on it right away. We did not have to call people from around the state to come work on our electric. More importantly, for the residents, they could get an answer that night about what was going on. Could you imagine calling Duke at 10 pm to ask them? Mind you, they did a great job helping us out with this, but if you are a utility customer asking Duke or SECO for an update on your power, you are not going to get it. With the municipal utility, you do get answers and most of the time that is all people want to know. They want to know what happened and if there is a rough idea of when it will be turned back on. It is not just about the power being out and when it will be back on. They want to know if it will be the next forty-eight to seventy-two hours? **Mayor Pederson** thanked him for those comments. He was going to bring that up during the commission comments. He wanted to thank the staff for the great job they did. He, too, was receiving phone calls and texts. It was pretty impressive to have the power back on in most of the city in less than two and a half hours. He complimented everybody who was involved with getting that power restored.

The roll call vote was:

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

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

B. FIRST READING OF ORDINANCES

1. None

C. NON-ROUTINE ITEMS

1. None

7. INFORMATIONAL REPORTS:

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

A. None

8. CITY ATTORNEY ITEMS:

CA Watson said he had no specific report. At the last meeting, he mentioned that he was going to the municipal attorneys' conference. There he received a lot of good information in terms of legislative updates. He is still going through the notebook full of the information he received. He would try and parse that down into something that makes sense, so he could update everybody. Other than that, he was happy to be with everyone.

9. CITY MANAGER ITEMS:

CM Minner gave a shout out to the Director of Electric and the Director of Public Works for the events that happened on Tuesday night. It was pretty significant. We have had hurricanes knock out systems before, but this was definitely a catastrophic event where lightning struck the transmission switch and that caused three substations to go offline. There was great response by the Director of Electric and his team, especially the substation guys who worked with Duke to get that back up. Also, whenever there is a catastrophic event, the Public Works crew has to go around and check the lift stations. They have to get the generators out to make sure we do not have wastewater overflows. He was really proud of the guys. They did a great job. He was providing the commission with periodic updates, but right now all three transformers are back up at three substations, so that is a good thing. The Director of Electric is breathing a little bit easier. We are basically done now and the final fix is the dual fed substation. Most of our substations have two feeds and that one has the east and west feeds. The west feed is still down. It is fully energized, so we are in good shape barring another catastrophic event. Typically, we do not see them happen back to back. However, we did in 2005 when we had back-to-back catastrophic events, but hopefully that will never happen again.

10. ROLL CALL:

Commissioner Burry gave a shout out to the Chamber for the breakfast they had for the teachers on Friday morning. It was fantastic. The location was excellent. It showcased the mall. It looked really good. He also gave a shout out to the mall for their work. It looked like everybody had a good time. Mayor Pederson and himself slung some eggs and had a good time out there. It was a lot of fun. He questioned an issue with customs at the airport where something was not being done exactly right and it needed to be redone. He wanted to know if that was resolved or if there were any updates. He read the minutes from a month ago that said it was supposed to be resolved. **Alan Reisman, Airport Advisory Board Chairman,** said there were some things that did not pass inspection, but they have not received an update yet. **Commissioner Burry** wanted to know if that was with the main ramp, where there is no asphalt and there was a problem with resurfacing. **Alan Reisman** replied they did phase B and paused the project. He received a call on Monday saying it was paused because they could not find asphalt. **Commissioner Burry** said there was mention of one hundred and seventy days. Is that something where if the project is not done we will have problems with funding? **CM Minner** responded it would be an act of God issue and the contractor would probably argue whether or not it was liquidated damage. The bottom line is, there is no asphalt, so that is an issue. **Commissioner Robuck** stated that CW Roberts is the contractor and they are legit. They have been around forever. They are not a fly by night company. **Commissioner Burry** said he understood that, but he wanted to see where that was going. **Mayor Pederson** questioned whether CW Roberts was having trouble finding asphalt. **Comissioner Robuck** responded yes. **CM Minner** added that CW Roberts and Pacquette are having trouble finding asphalt. It is getting to a point where FDOT is seriously talking about changing some of their specs to put different rocks in the mix.

Commissioner Robuck stated today he attended the Metropolitan Planning Organization meeting. At that meeting they talked about the district's priorities and he spoke about Leesburgs project and the importance of how long it has been there. With the widening project on Highway 441, he hopes to see some funding for that this year. Another thing that came up was the Main Street Complete Streets Project, which we had a presentation on recently. They are trying to piggyback on resurfacing even though Main Street was recently resurfaced by the County. He knows there are a lot of grants that could be applied for. There are about two hundred and thirty-five available grants as part of an infrastructure bill that the city could apply for. He knows we do not have a full-time grant writer, but

we should look at them. Especially for the Main Street Project where there are a lot of equity-based projects. We may fall into some of those buckets. It would be wise for us to look at those grants to see if there is anything in the infrastructure bill that would apply to us.

Commissioner Connell commented that about six months ago he spoke about possibly having automatic notifications through text for utilities. It would notify customers when we have power outages like Duke and SECO have. It would be a great thing to have. He knew the staff was going to get with IT, but had not heard if that was ever handled. **CM Minner** replied he would get back with the IT Director on that. We do have a little bit of that now. The bottom line is that there would be software and money issues and that would be pretty significant. He will get a better answer and bring that back. **Commissioner Connell** stated it would be great for customer service. He has Duke where he lives, and when the power goes out they immediately notify him. They provide a timeframe so it stops people from worrying about why their power is out because they have already acknowledged that they know. It would be good for customer service, so if he could check with IT that would be great.

Mayor Pederson had no further comments tonight.

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 6:30 p.m.

MINUTES OF THE CITY OF LEESBURG COMMISSION
BUDGET WORKSHOP
LEESBURG CITY HALL, 501 WEST MEADOW STREET
TUESDAY, JULY 12, 2022

The City of Leesburg Commission held a Budget Workshop Tuesday, July 12, 2022 at Leesburg City Hall. Mayor Pederson called the meeting to order at 5:31 p.m. with the following members present:

Commissioner Jimmy Burry (5:33 p.m.)
Commissioner John Christian
Commissioner Jay Connell
Commissioner Dan Robuck
Mayor Mike Pederson

Also present were City Manager (CM) Al Minner, Budget Director (BD) Brandy McDaniel, City Clerk (CC) J. Andi Purvis, the news media, and others.

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

ENTERPRISE FUNDS

CM Minner stated tonight will finish off the enterprise funds; water, sewer, solid waste, stormwater and airport. Then go over some of the working funds; the pension funds and the internal funds. They will look at health insurance, work compensation, risk management and fleet services. That will round out the entire budget.

Water:

Capital project expenses are broken down into the following, totaling about $2 million:

Mains ($1,400,000)
1) Highway 441 – Perkins to Newell Hill - $300,000
2) Stock Subdivision - $500,000
3) Walmart Loop (Thomas to US 441) - $600,000

Vehicles & Equipment
4) Ford F450 4x4 Ut Body - $75,000

Plant & Storage ($275,000)
5) Well Rehabilitation - $75,000
6) Elevated Tank Inspection - $75,000
7) Water Treatment Facility Replacements - $100,000
8) Fire Protection Hydrant Replacement - $25,000

Starting off, the water fund continues to hang in there, it is not doing too bad with cash reserve. It is still reasonable and it may double the required reserves and that is a good thing. We are recommending this year a rate increase for two reasons; we are way below market value on our water rates and we have some capital needs that need attention. Those come in the form of water

main change outs. He recommended a 10% water increase. A typical normal family averages between 7,500 and 10,000 gallons a month. Referring to a chart he showed the averages. The high is in Howey in the Hills and the low is in Clermont at 14. Minneola is at 17. At 21 we would still be seven dollars below the average. We are still in a very competitive range on water even with a 10% increase. Commercial continues about the same. We still show very competitive on commercial usage with the averages and our increase. Commercial is actually cheaper than the residential. **Commissioner Robuck** inquired if we are actually way too low, assuming we can treat these rates differently. **CM Minner** said he did not have good answer for that. On the matrix of where the water rate should be with commercial subsidizing and residential or vice versa. One of the things they looked into that is not totally different than that was having a more penal use system, so the more you use the higher it goes. The St. John's put us on notice long ago that we needed to address that so although we are doing the 10% the Public Works Director has been tasked with figuring out if we needed to not just change each structure 10%, but if we needed to significantly increase those higher using structures. We have several structures in the tiers of rates; the base rate, zero to six, seven to twelve, thirteen to twenty-one, twenty-two to forty-five, and then over forty-five a month. That is where he would be more concerned versus residential and commercial. **Commissioner Robuck** asked if they could assume how many customers would fall into each of the categories? **CM Minner** replied that he could get that data and bring it back. **Commissioner Robuck** stated based on that he may want to see the rates adjusted further, but he was okay waiting to see that first. **Mayor Pederson** said with all the pressure on the electrical rates, he thinks we should push these a little bit more. He loves the idea of a penalty with all the pressures on water in Florida. **Commissioner Robuck** wanted to know where this leaves the cash balance in the water fund. **CM Minner** replied it would stay at the six-million-dollar level. He asked the Public Works Director what the $400 engineering number was for? **PWD Kelsey** said right now FDOTs design is on hold. Once they finish their design we can finish our design, so the $300,000 subdivision can be designed. **CM Minner** stated this is a design number and these are for water change outs. **Commissioner Christian** asked with the 10% does that sure up the cash looking towards the waterline movements on US 441? **CM Minner** replied yes.

Wastewater:

Commissioner Burry asked on the chemical cost side, item 5280, that is huge, what is that for? **CM Minner** stated that is for the treatment in chemicals at the Turnpike Wastewater Treatment Facility. The tier fold is the expansion of the plant and there is an approximate $500,000 increase in the deodorant for the turnpike facility. **Commissioner Robuck** inquired if that would be the number moving forward. **CM Minner** said yes, it would be in the upwards of $750,000. **Commissioner Robuck** inquired when he says deodorant is this a change in the treatment process that the new plant requires? **CM Minner** said there is a situation at the turnpike plant, so, whether we dealt with The Villages or not, the issue is that residential development is being put up against the plant and needless to say we now have an odor issue. Some of that odor is our existing odor, but a lot of the odor issue is Village odor. The reason being The Village's system is newer and they have a lot less INI inflow infiltration. In our older system we get the use of the facilities, it goes through an older system where you have inflow and infiltration, so as that wastewater comes through older pipes on our part of the system you get a pre-treatment of the wastewater before it hits the plant and that brings down the BOD level. The BOD is the bad stuff that is in the wastewater, that is the stinky stuff. On the Village's side we have a higher

concentrated wastewater. Wastewater in the newer pipes has less INI and that leaves a higher BOD, which in turn leaves a higher stink. By the time that hits the plant we have more of an odor issue. There are two ways we need to tackle the odor issue because we cannot have a stinky plant next to the new Village residents. We need to start tackling this now because they are going to start selling houses in August and people will start living there come September and October and we do not want odor issues. The number one way is to use this chemical. We have been researching where we can take the chemical and put it in the headworks of the plant. We will put it in the manholes and the lift stations on both sides. It will probably be a two to one ratio where on our older side we will put some chemicals so we can focus on everyone. We will put one or two cups in the newer system with hopes that, that will fix the odor in the short term. The long term is a different system, components and different aeration. These are the types of things that we will need when we hit the expansion. We will weave in an odor component to try to have a long-term capital improvement. That will be weaved into the expansion issues differently. It will include pumps and aeration chambers. That will help with the odor on a long-term basis, which should cut back on the chemical side of it. **Commissioner Robuck** asked if that was something they missed on the design where they should have built it on the system? **CM Minner** responded that is reasonable, but we did not anticipate their BOD was going to be so much higher than ours, so treatment on The Villages wastewater is more intense. **Commissioner Robuck** mentioned this was a bit disappointing from a designing aspect. Not ours, not staff, but the design firm because this is all they do. He is sure every other new subdivision is the same thing. **CM Minner** replied this was our miss when we brought on The Villages, we did not anticipate their BOD being so much higher than ours. Even with new subdivisions we are still coming back through major trunk lines and lift stations and there is a lot more apparatus where some of that is breaking down. That is why we cannot totally pin it on The Villages because we have new issues too. Maybe in Commissioner Burry's neighborhood where it is coming through a lot of older stuff it is getting mixed down more, but in Commissioner Connells neighborhood it is newer so it may be more stinky. On the southside where we have the new stuff coming in it is still hitting old pipes. However, we cannot say we do not have odor issue. We have some, but The Villages has more and we missed that when we did the capacity agreement with them to treat the wastewater. **Commissioner Christian** commented lesson learned. **Commissioner Burry** asked if there was any chance of any economic help on this from our partners at The Villages? **CM Minner** answered he has been talking to them. There may be some, but not yet. There has not been a yes. It is within the means of the contract and we are still within the budget parameters. We still have the right to increase rates and they have to pay that bulk rate. **Commissioner Christian** asked if they are making their new residents realize that they are living next to a sewer plant? **CM Minner** replied he sure hopes so. **Commissioner Christian** said Canal Street has stunk for forty years. Maybe we can throw some chemicals over there every now and then. **CM Minner** stated that was the plan, but that was the reason for the jump in the chemical budget. There are some operation and expansion issues, but the lion share increase is fighting the odor issue. He pointed out the big change, the addition of the 2.17 million dollars for the debt payment. The good thing about the sewer fund is that those are the two big increases, the chemical and the debt payment. There are several good capital projects. They have the change out of the force main on US 27 from Plantation to Rogers Parks. We have lift station 72, which is located at the intersection of CR 48. That is a pretty strategic lift station that we need to focus on. We also need to fix the old vitrified clay pipe. The rest of the capital improvement projects are pretty standard. The good news with the wastewater fund is there is a lot of cash. The rate structure is reasonably healthy

and there is good cash volumes in wastewater to help us. This number is pretty much the reason why he said to shift the ARP money out because the sewer fund is reasonably solid. **Commissioner Robuck** asked has that been trending down? We made a lot of money in FY 19/20 and now we have a slightly negative operating income showing there. Does that mean next year we will see a rate increase? We cannot do that forever, it should not be in the operating number. **BD McDaniel** responded it was not completely funded with debt. Some of that came out of the fund. **Commissioner Robuck** said this should be in the capital project number. It should not be in the operating appropriations. It is okay given the cash balance, because $91,000 is a loss in operating income. However, we cannot do that indefinitely. He assumed the operating expenses will continue to increase. **CM Minner** stated it should be an offset with the increase in revenue from The Villages. **Commissioner Robuck** added that maybe it was a timing issue for the year. **CM Minner** thought this was something they need to watch. He is not ready to say raise the rates because we have been doing a lot with the increased economy, economic issues and there are a number of things that we are doing with taxes. We already raised the rate on electric and water, so he did not want to recommend doing the same on wastewater. **Mayor Pederson** commented that should be all the reason to raise the rates.

Solid Waste:

CM Minner stated the solid waste fund continues as it should. It is not a really big fund, but it continues to be pretty healthy. It sits on a nice cash reserve and we are able to bring some enterprise fund transfers over to help with capital improvements. This year, he recommends that we stop recycling. They had this discussion previously and he believes it was Commissioner Robuck who brought it up the first year he was on the commission. There are a few reasons he would like to stop recycling, we could save about $150,000. Even if we stop recycling we would still meet the requirements from the state for recycling because all our materials go to the incinerator where it is burned and turned into electricity. We do not lose out on any recycling points. We realize that we will need to do some educational campaigns on this. Plus, it will save us money and help with staffing. He believes we are down two or three employees right now. Instead of needing two or three employees we would maybe need one or two. Nobody loses jobs and nobody's rates go down. In fact, this recommendation comes from the solid waste department, staff would really like to do this. There would be no calling back of the yellow bins. We would tell everyone that they could still use the separate recyclables if they choose too. If they want to put trash in their recycling bin they can do that too. This would also free up trucks. We will still need to buy a truck, but with the existing recycling trucks we can shift them over to trash trucks. It would give us a backup because just like fire engines a trash truck does not have to be leaking oil to not work. We have a lot of maintenance issues when it comes to trucks, which is typical. This would also provide more equipment rotation. Referring to a slide, he pointed out the numbers for the solid waste department. **Commissioner Robuck** stated when he brought that up he remembers Commissioner Dennison laughing at him. He made that point and it was not just about the money, it was more about being environmentally friendly. Right now, all of our trash is recycled and it would take the giant polluting trash truck off the road. If we actually cared about emissions we would be significantly reducing them by doing this and that is where the education component comes in. We are not stopping the recycling, we recycle all of our trash. We would be putting out less emissions by taking a big truck off the roads. **Mayor Pederson** remarked that we do need to educate the community because there could be a push back on this. If we do not educate the community properly there could be problems. **CM Minner**

said the only community he knows for certain that has stopped this program is Mount Dora. They do not recycle, they stopped two years ago. **Commissioner Robuck** said wow, if they did not have a revolt then we should be okay. **CM Minner** said we are not on the bleeding edge of this, but it is a move that makes financial sense. It also makes environmental sense even if we do get the revolt. We can put together some cameos and take that to Lakefront TV. As long as everyone supports this they will get on it and start the advertising campaigns. They will pick a date certain even though we approve the budget for September 1st. In August we can do a resolution that says we are going stop and even though it will be approved in the budget for September it gives an extra (60) day window to prep. In that resolution we may want to say we are starting November 1st. That gives a (90) day window to get the word out. He does not think they will need that, even a (60) day window will be sufficient. By the end of August beginning of September, we will get the word out. It should be seamless for our customers. **Commissioner Christian** said it really should not matter because they can put it in the recycling bin or they can put it in the trash can. It really does not matter how they separate it. We are going to pick it up and put in the truck. **Commissioner Burry** wanted to know if picking up the recycling bins were much more labor-intensive than just running the truck up and dumping. If we are going to do this do the recycling bins need to go? **CM Minner** replied that it will all work the same. We will have the automated trucks come around and pick up the trash and recycling bins at the same time. **Commissioner Burry** asked if they physically pick up the bins. **CM Minner** answered they throw it in the back of the truck. All the trucks work the same, whether it is trash or recycling. We do disguise a trash truck and there is a recycling truck. The recycling trucks will now be able to pick up trash. Now everyone can start putting trash in their recycling bins if they want. Our trucks can pick up both cans at the same time instead of making two trips. They will then take that to Covanta. We do not need to get rid of the recycling can. **Commissioner Christian** asked if the current recycling is handled the same as the regular trash pickup? **CM Minner** answered yes. They would now be pickup both. We have the same amount of crew, so if they were at his house and he had two trash bins that needed to be picked up they would pick up both at the same time instead of waiting for a second truck to come. **Mayor Pederson** asked if it was a big deal burning plastic? **CM Minner** replied no. **Mayor Pederson** questioned if it was a big deal on the environment? **CM Minner** answered no, because of the BTUs that they burn it at and then it is converted into energy. **Commissioner Robuck** stated that Covanta has an entire educational webinar on their website. It talks about how they do it all. It is pretty interesting.

Stormwater:

CM Minner stated the storm water fund is pretty much the same. The priority projects this year are curbs and gutters, the Center Street improvement project, which is a flood prone area that needs to be addressed and the Lake Robin Hood improvement. They have to do two dry retention pumps to pre-treat the runoff before it goes into Lake Robin Hood.

Airport:

CM Minner continued saying the airport fund remains pretty much the same. With the capital projects the number one priority continues to be the hangars. They anticipate a 1.2-million-dollar grant coming from FDOT, which will go towards the hangars. They think that will only complete one building, but they have two or three other locations. **AM Dean** stated there are four buildings total to design. In the first round of grant funds that will go to utility relocations, the stormwater fund and taxiway infrastructure. **CM Minner** said with the grant money it will not be enough to

cover the number of hangars we want, but we will still have them all designed. In the hopper we have the fuel farm project and they hope they will do more inspections on the existing tanks. If they are good we can kick that project down the road. We can then move that money towards hangar construction, which would be determined. The other project is a stormwater master plan, which the FDOT/FAA wants us to do. We need to fix some of the stormwater flooding issues at the airport. He asked the airport manager which taxiways they want upgraded. **AM Dean** stated it is taxiways Alpha 1, 2, and 3 connectors, taxiway Delta relocation and the FAA is saying that they would like to incorporate the realignment of Alpha. **Commissioner Robuck** asked if we were transferring $200,000 from stormwater to pay for that? **CM Minner** said that would be airport money. This would be exclusive of the stormwater fund. **Commissioner Robuck** wanted to know why that would be. Why wouldn't stormwater pay for a stormwater improvement. **AM Dean** responded that the last stormwater master plan at the airport was done in 2000. **Commissioner Robuck** said we talked about stormwater building up cash and if these are getting paid in by the users from the airport then the regular stormwater should be paying for stormwater projects. **CM Minner** said they would take a look at that and bring that back.

PENSION TRUST FUNDS

The City has three:

1)	Police	90.3% Fund ratio at October 1, 2021
2)	Fire	86.96% Fund ratio at October 1, 2021
3)	General Employees	97.2% Fund ratio at October 1, 2021

CM Minner said all three pensions are in good financial condition, in terms of total liability amounts. The police fund is around 90% funded. Fire is about 86% funded and the General Employees fund is 97% funded. He is still a little old school, but the rule of thumb is that we want to be 75% funded in the pension funds, so these numbers are healthy. There has been legislation talk about where pension funds should be. They believe it should be 100% funded, but that is too conservative. At the end of the day that would cost the taxpayers especially on the police and fire side. They will not receive any increased state funding and they will not get any more money out of the employees because that would be a collective bargaining issue. There are three components that make up the funds on police and fire. We do have state funding on police and that state funding comes from a tax on our cell phone bills. That tax goes into the state and the state breaks that down through a giant formula they have for funding police retirement plans. That is mixed with 5% from the employees and the city picks up the rest. We pay about 10.25% into the police fund on salaries. The fire fund has the same kind of matrix, except instead of it being on your cell phone bill, you pay a tax on your home insurance. That goes to the state and it then goes back to the fire and EMS retirement plans. Plus, the 5% from the collective bargaining plans and the city picks up the remainder. We pay about 31% of salaries. Looking across the state, police pension funds are anywhere between 18 and 25% of salaries. That is what we see municipalities and local governments pay, so our 10.25% is pretty good. With fire we will see anywhere from 30 to 40, and ours is 33, so that is reasonable. The general employee fund is for everybody who was employed prior to September 30, 2008, but remember this is a closed fund. It is all employees hired prior to that day. This fund was closed, it was closed back in the second great recession. We started the deferred comp plans for all general employees and that fund remains about 97% funded.

Police:
CM Minner said about 2.2 million dollars goes into the police pension fund each year. That went down this year to 10%. Referring to a slide he showed the employee contribution levels.

Fire:
CM Minner said with fire about 1.7 million dollars goes into this fund. This fund went up a little from 31.73% to 32.26%. He showed a slide of the employee contributions.

General Employees:
CM Minner stated the general employees fund is at 3.2 million. We have slowed our contribution levels here. **Mayor Pederson** wondered why fire went up and the police went down. He asked if that was being managed. **CM Minner** replied that this information comes from the actuarial reports and different investments. Ultimately, the pension boards are appointed to manage that. We also have the actuaries' and the investment guys who play into the portfolio mix. **Commissioner Robuck** commented he was a little confused because the fire fund actually did the best. They returned almost 20% last year and the other funds returned 10%, but their percentage went up. He did not know if we could ask our pension people about that. He knows there is a lot more that goes into it, but he does not understand that. **CM Minner** said it could be people coming in and out, it could be a couple of different things; retirees and that kind of stuff can affect that number. He would get him a better answer. **Commissioner Robuck** replied that it is a little concerning because next year we may have negative returns. **CM Minner** said you can see both that quarter and that 32% go up. On the police side we have some openings so that might be a factor. Another reason why we see that happening there could be because the police department has maintained more openings. There is a lot of stuff goes into that number, but he will get a better answer.

INTERNAL SERVICE FUNDS

Health Insurance:
CM Minner said with the health insurance fund he does not want to be overly rosy because we have been crying about this fund. We have made some changes. Now whether people are starting to get healthy or the changes we made are starting to work, it could even be a collection of both. Last year we were sweating bullets so we made big changes. From October to December we budgeted 7.2 million dollars in claims and that included claims from employees, that covered medical bills and pharmaceuticals. That 7.2 million dollars, divided by 12, gave us the magic number of 486. To be on budget our claims needed to be about $486,000 a month. The first few months started off where in October we were whistling Dixie at $453,000. Then we started sweating bullets because it went to $601,000, $622,000, $725,000 and $676,000. At that point he was crying. Then the last four months we were back down in the low 400s, so as of June we are about $262,000 over budget. However, we are now on a good trend. With that he said let's be tight and see where it goes. If that number gets better than the projected reserve number we will stay about the same. Hopefully the trend stays good. He said the participation at the health clinic has been good since the changeover. The trend is positive, so we should sit tight right now.

Workers Comp:
CM Minner continued to say the workers compensation fund is ugly, but remember this is where we took the million dollars from to prop up the health insurance fund. We increased our workers compensation payments across the board in the city, so we could get extra cash to get this number up. The difference between $672,050 and $1,159,908 is the extra money we are charging ourselves to build that reserve back up.

Risk Management:
CM Minner said we had gotten rid of the risk management fund. **Commissioner Robuck** asked why we would overcharge ourselves for workers comp and under charge ourselves for health insurance? Why would we not just increase what we are paying on health insurance to get a more accurate portray of where the risk is coming from. Now it looks like we are doing a bad job managing workers comp and doing a good job at managing health insurance. There is no good reason for us to have done that. **CM Minner** replied with the health insurance fund what we want to do is continue to provide a good benefit. **Commissioner Robuck** stated he gets that, but why wouldn't the city add that in the budget. He was not talking about what employees pay. Why wouldn't the city increase the health insurance premium in the budget line and then transfer that money into the workers comp, so we have an accurate portrayal of what health insurance is costing us. Right now, we do not have that. It shows that we spent that money on workers comp and we did not. The health insurance should transfer that money back to workers comp and not workers comp overcharging to build that fund back up. **FD Williams** said they were doing it that way because it would be more expensive on the health care side. **CM Minner** said even if we increased that we would be paying for it on the health insurance because they would have to change the rates for the employee family plan and the employee only. **Commissioner Robuck** inquired why we would need to change the rates. **BD McDaniel** stated we would have to increase the rates that the city pays for each person on that side. When we took that million dollars we did not expect the actuary report to come back where we would be required. If you go back to that graph the reserve was higher than we anticipated. We are incredibly low on the workers comp rates. That is why we decided to charge ourselves and we have not adjusted that for years. **Commissioner Robuck** remarked we are not incredibly low because history supports the trade. **CM Minner** said if we go back and collect more health insurance money, we have to go back and adjust the rate structure. That is the four-tiered rate structure; the employee only, employee spouse, employee child, and the family structure. The employee total all-in cost was about $600 a month. The employee only is about $1,200 a month, employee spouse is $1,300 a month, and the family plan is $1,700 a month. We would take that down with the benefit and the employee would pay what are we paying now fifty dollars a paycheck or twenty-five dollars a paycheck. That is the employee's contribution. Right now, we are picking up the gap from that fifty dollars and that is a minimum of $450 per employee. **Commissioner Robuck** said those rates are so low. **CM Minner** said he would give them the numbers. The employees are kicking in $50 a month. The employees are picking up the difference between the employee only and we split the difference on Delta between the employee coverage plans. If we increase that number to get more money in the fund we have to go back to the employees and kick up their contribution or the city has to throw it in. **Commissioner Robuck** said it would cost the city the same amount of money to move a million dollars. Moving a million dollars, is the same dollar figure. **BD McDaniel** wanted to clarify that he wants to move it from workers comp over to the health insurance fund to increase the city's contribution and leave the employee rate alone.

Commissioner Robuck responded yes. That is what he would like because this makes it look like the health insurance fund is not costing the city what it actually is. It looks like we are doing great with workers comp, yet we jacked up the rates by double because we moved the money over to the health insurance fund. All the while the workers comp history did not change. All of a sudden it became riskier from a worker's comp standpoint. If we did this for a year he would not live or die by it, but it worries him that it sets a bad precedent showing the health insurance costing the city less than it actually does. When you look historically at the benefits we provide, it is important to know what the real numbers are. **CM Minner** stated we try to be transparent to show the employees what we are picking up on their behalf. We did a good job of demonstrating to the employees what we are picking up. When we changed that benefit level we pulled out the trends, we pulled out the charts and we showed them where we were taking the money from. **Commissioner Robuck** said again he was not going to live or die by this. He just thinks it looks bad and we do not want to do this every year**. CM Minner** commented that he does not want to be obtuse, but at the end of the day fighting the fight with employees is difficult whether we take it out of the workers comp fund or the health insurance fund. **Commissioner Robuck** pointed out that he likes to see what things cost. Right now, he cannot see what the health insurance costs are for the city. **CM Minner** remarked other than the million dollars. **Commissioner Robuck** stated again he will not die by this, but the city should not do this every year. **BD McDaniel** stated they are hoping to drop it back down. The plan is that it should be enough to cover the reserve and then they would bring it back. They thought it would be better to transfer the money. The reserve just ended up being higher than they thought. **Mayor Pederson** remarked that insurance claims in 2021 were bad, but the other three years were good. That was an unusual year and we were afraid it was a trend. It was just an unusual year.

Fleet Services:

Electric (2 Bucket trucks)	$700,000
Customer Service (1 Truck)	$35,000
Gas (2 Trucks, 1Air Compressor)	$156,000
Police (1 SUV, 5 Chargers, 2 Cars)	$442,000
Fire (1 Engine)	$625,000
Water (1 Truck)	$42,000
Wastewater (2 Trucks)	$117,000
Solid Waste (1 Front Load Truck)	$305,000
Public Works (1 Car)	$30,000

CM Minner stated referring to a pie chart the green line represents cash, and how much money we have in this fund. Each year we talk about what we are going to spend. We talked about this a little in the general fund where we take all the cars and their depreciated values to get a lease payment pay off amount. We put all those totals together and that equals a total amount. We then charge ourselves 75% of that total amount, which banks the cash in the fleet fund to buy more equipment. What we found since the budget year of 2014/2015 is if we keep our spending around one and a half million dollars a year we will keep from digging into the fleet reserves too much. It will keep the fleet reserve up around three million dollars and that is the happy number to stay at. We like to use around 1.5 million dollars from the fleet fund to make purchases each year. We put that against the matrix and we have a point system on what cars we want to change

out. Now with staying at 1.5 million dollars a year what they are looking to do this year is 2.4 million dollars. With that 2.4 million dollars, the fire department would like to purchase a fire engine. **Mayor Pederson** jokingly commented if that was the reason why the Fire Director was sitting in the corner all by himself. **CM Minner** said without the fire engine for the fire department we would be at almost at 1.7 million dollars, which is still a decent number. We would be in good shape after the purchase of this truck on all our engines. That would give us a new truck in every department with an older one for backup. With that ladder truck, the fire chief believes he may be able to get a grant. Ladder trucks cost somewhere between one and two million dollars. He thinks we may be able to get a grant for it, which would leave us a 10% cost. That would be somewhere around $100,000 to $200,000. We did not put that in the budget, but if the chief is able to get that grant he will be back asking for the cash from the fleet fund to purchase that ladder truck. Once we purchase that ladder truck and it is in fleet that should be that last big expense for the next fifteen years. They are looking to purchase two bucket trucks for the electric department. The bucket trucks do have a wait time. The electric department did sneak that in because of the lag time on those trucks. We also need one more trash truck. That is a little over half for four vehicles. The rest of it is stuff that we need. **Mayor Pederson** asked what would happen if we were unable to get the grant for the ladder truck. **CM Minner** answered they would push it off. The fire chief will keep asking, but he will cut it until the commission tells him to listen to the fire chief. **Commissioner Christian** said if he has to come back next year we should have one point seven million, that should be good. **CM Minner** stated that would be his recommendation. He can understand where the fire chief is at on this. **Mayor Pederson** said he did not know what the life expectancy was for that truck. **CM Minner** said it is old, but we do not have a good answer for that. It is an expensive piece of machinery. **Commissioner Christian** jokingly said it should go in the prayer at the next meeting. **CM Minner** commented that the grant option looks reasonable. If that does not work we can kick the can down the road and worry about it later. **Commissioner Christian** asked in the matrix he knows we charge it back to different departments, but in five years are we going to give twenty thousand dollars for a one hundred-thousand-dollar truck? In five years if the truck or car is still in good shape do we keep it or do we go out and buy another one? **CM Minner** answered we would keep it. The payments would stop and it would leave more cash in fleet fund. Some departments may argue because they feel they are getting ripped off, but the bottom line is when you go back and look at the data there is a little push and shove in there. The electric department is a big giver to the fund and if they do not buy a truck that year they are helping the planning and zoning department buy a car. Over the long haul everybody is getting out what they put in. **Commissioner Christian** remarked that prices may change. Five years ago, what we were paying is different from what we are paying now. **CM Minner** stated that the system works and the system is justifiable. He then said that was the end of his presentation.

Commissioner Christian thanked Brandy McDaniel on her new title. **CM Minner** remarked that she did a fantastic job. She took on a huge load. She takes on a little more each year. He has even started listening to her more. She helped the finance director and the department heads prepare and get this done. He is happy with how the management team continues to perform when it comes to the budget. **Mayor Pederson** thanked the budget director. He said she does a great job for the city.

ADJOURN:

The meeting adjourned at 6:23 p.m.

_____
Mike Pederson, Mayor

ATTEST:

_____
J. Andi Purvis, City Clerk

MINUTES OF THE CITY OF LEESBURG COMMISSION
BUDGET WORKSHOP
LEESBURG CITY HALL, 501 WEST MEADOW STREET
THURSDAY, JULY 7, 2022

The City of Leesburg Commission held a Budget Workshop on Thursday, July 7, 2022 at Leesburg City Hall. Mayor Mike Pederson called the meeting to order at 5:30 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, Budget Director (BD) Brandy McDaniel, Finance Director (FD) James Williams, City Clerk (CC) J. Andi Purvis, the news media, and others.

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

SPECIAL REVENUE FUNDS:

CM Minner stated special revenues are revenues that are earmarked for certain expenditures in the organization. They include the CRAs, discretionary sales tax, gas tax, building permits, and the housing program. We will talk about debt service, and the special revenue funds that we shift money from to the general revenue to pay outstanding debt and capital projects. We will highlight the enterprise funds.

Special Revenue Funds: Greater Leesburg CRA, Carver heights/Montclair Area CRA, US Highway 441/27 CRA, Discretionary Sales Tax, Gas Tax, Building Permits Fund and Housing Assistance, Debt Service, Capital Projects Fund, Enterprise Funds: Electric/Gas

Greater Leesburg CRA

CM Minner said the good news about the CRAs is they are all growing very well. The first CRA is the Downtown Leesburg CRA. The cash is relatively low as it should be. That means we are spending money on projects. There was cash growth in fiscal year 2018 to 2019, but that dropped due to various projects we assigned the money to. We now have growth of about one hundred and eighty thousand dollars from last fiscal year. The city's contribution from our increments is about three hundred and three thousand dollars. The county's contribution is four hundred and forty-one thousand dollars. There was some miscellaneous revenue of just under seven hundred and fifty thousand dollars for this CRA. We have one hundred thousand dollars left on debt service. That is the debt service from the Main Street entryway. This year he recommends reserving the remainder of that three hundred and forty-five thousand dollars. The reason being as we move forward with the Pine Street project it will give us cash for any

overflow. It will cover anything unseen so we do not have to dip into special revenues or the American Recovery Act monies. It is a good number to have in our pocket for any potential overrun. Pine Street was definitely one of the drivers of the CRA. It is good to reserve that amount and to be conservative on a budget approach. In the Downtown CRA we did not put any money back into the FSL or the housing grant project. We have a carryover of about fifty thousand dollars between the two grant programs. As we run lower on that we will come back on that. It will not be hard to earmark, if we need to fill that bank up.

Carver Heights CRA

With the Carver Heights CRA **CM Minner** said the bond discussion they had back in September with the presentation provided by Dr. Jasper and himself, there was a thought based on the revenue projection of two hundred and fifty thousand dollars where the CRA would float a bond for several improvements that were listed. When staff started looking at bonds and banknotes, the projection of what they thought they could handle was up to about five million dollars, but the financial advisor narrowed that window significantly. The reason the window was narrowed was because the banks based their lending on historic data. They locked off the tremendous growth we have had over the last few years. Their response back was that the Carver Heights CRA could probably handle a one-million-dollar project standalone. Meaning without a pledge of faith and credit from the general fund or if we did a faith and credit of the general fund as part of that bond or banknote they would maybe do three million dollars. Even though there has been growth as we projected from FY 2022 where we generated about five hundred and ten thousand dollars. We are projecting the CRA this year to have six hundred and fifty thousand dollars. Now, the discretionary monies that we talked about with how we accumulated two fifty that will grow to about three fifty. Without making excuses we do have a new Housing Director, Sandra Wilson on board. We have had discussions with her since she has been here about revisiting how much we can leverage. With that banknote, we could move forward with it at another time. However, we need to recalibrate and do more homework to be more accurate with what we can lend. We need to be sure about what we want to spend and how much we can borrow with and without the general fund. We need to know exactly where we want to spend that money. He tasked the new Housing Director with that project. As we move closer to the new budget year he will have some better answers. At this stage, he suggested doing the norm. Run the housing program, the Resource Center and continue to pay the debt on the note that built the Resource Center. In a nutshell that is where we are. There are operating expenses associated with the Carver Heights CRA, which is a wraparound service for all these things. Covered under this expense is the renter's assistance and homeownership program. The debt service is at ninety-six thousand dollars, it was a twenty year note from the electric fund which expires in 2033. He asked to reserve the four hundred and thirty-two, because it should start looking more attractive as we figure out what to do with the bond notes. There is a net new income of about one hundred and thirty-nine thousand, but, it costs about seventy eighty thousand dollars to run the Resource Center. That lump sum number covers the lights, the operations and other stuff that goes on at the Resource Center. **Commissioner Robuck** inquired if there was a project that came up and we did not want to wait could we do a loan from one of our internal funds? Then once this catches up, we go out and do the bond note and pay ourselves back. **CM Minner** answered yes, but at this stage he would not feel good lending from the internal funds. We could maybe do it from the general fund, but we may want to reserve that cash. He would not do it from the gas fund because that has not been rebuilt yet. We cannot stick it all in gas or solid waste because

they cannot afford it either. That is the other proprietary fund that we shift monies for. It may be good for a few hundred thousand dollars every year, but not a million. That would leave the electric fund, which is eighteen. Right now, with the volatility on electric he would not want to pinch off too much. **Commissioner Robuck** said don't they already owe the electric fund? **CM Minner** replied they owe one million. We need another sixty days to figure out where the bond market is so we can get better information. **Commissioner Robuck** agreed. Right now, is not the right time to do it. **CM Minner** mentioned that interest rates have picked up and we should see about the same because interest rates are going up, but we have revenue and trade. It would probably be a little more than a million, but not as great as five. We need to have better answers. **Commissioner Robuck** said going entirely opposite of his first comment, when we go out do we need to look at wrapping that electric note in and paying that off? **CM Minner** commented that could be an option we look at; however, would that lower their debt capacity. It all depends on the way banks look at existing debt. **Commissioner Robuck** inquired on the interest rate we are charging? **CM Minner** answered 2.5%. **Commissioner Robuck** said there really would be no savings. **Commissioner Christian** questioned with the Carver Heights CRA do they own a vast amount of land that is included within this CRA? **BD McDaniel** answered yes. **Commissioner Christian** asked recognizing that Ms. Wilson is new, with the land that we own and thinking like a business, could we sell some of that land to affordable housing builders? We could use that money to pay off the debt. That way we are not sitting here having this discussion two years from now. That is where he would like to see the CRA go. We have a lot of land that has been purchased with CRA money. He has a whole other thought process when it comes to the Resource Center being paid for strictly through CRA funds because more people use the Resource Center than people in the CRA. He wonders with the land that we own could that be sold and put that money towards paying down the debt. That way when we have these discussions the city manager can say we do not owe one million dollars, we owe four hundred thousand dollars. It would make it easier for us to pay that off. Giving land away as we normally do or at twenty to thirty thousand dollars in this market is not what we should be doing. We should sell those lots, take the funds and pay off this debt. Even looking at the Mispah Simmons project, those funds could be utilized in a different way. **BD McDaniel** stated anytime we sell a piece of property we look to see what fund bought it. We always give it back to the fund that bought it. Most of the ones that we have been getting rid of lately have not had any money associated with them. **Commissioner Christian** commented that the CRA paid for those lots. Referring to the lots over near Nebraska. We could construct a whole subdivision over there. He knows the homeless partnership has been talking about buying those lots, but there may be some utility issues. When we talk about what to do with the funds we should talk to the utilities about what the costs would be so we can get those eleven lots sold. The funds would then come back to the CRA and we would be able to continue doing projects. We cut it, we pay the people to cut it and the price that we pay them is too much. However, he knows we have to bid it out. Those are the things we need to look at. We need to get rid of the extra costs hitting the CRA. **CM Minner** stated that was duly noted. **Mayor Pederson** was curious in an effort to learn more about the CRA, how much land do we own? **Commissioner Christian** responded we have about fifteen lots throughout the CRA. He is looking near Nebraska because that is a nice little cul-de-sac. We could easily build about ten houses. In this market developers will buy those ten lots. If we say twenty thousand dollars per lot that is two hundred thousand dollars. He believes we could make that happen and it would help with the debt.

Highway 441/27 CRA

CM Minner said with Highway 441/27 CRA in 2010 we issued the debt, then the market crashed and the increment was immediately below what the set increment was. In 2014, the finance director and himself figured out how to recalibrate the increment to drop it below what it had already dropped, so the CRA could generate revenue. The focus was to pay off that debt. Over the last couple years, the CRA has done well. Last year, it generated 1.3 million dollars. In 2023 we project 1.7 million dollars. This corridor is doing well. It has reached a point where the money is paying the debt. With the corridor improvements that we started and then stopped, that debt was originally fifteen million dollars. We used the proceeds to prop that fund up. The change of the calibration on the debt saved this CRA from affecting the general fund. They did not change it from last year, it is exactly the same. With the debt payment, instead of the 1.4 million dollars that we thought we would get, it is actually 1.7 million dollars. By the end of this fiscal year we could be sitting around 4 million dollars in cash reserves. Now, where do these funds go, we have to pay the debt. As long as we do not have another substantial 2010 experience there should be cash for future projects. This year he recommends not spending any money. However, there was a project. He anticipates in FY 24/25 that the state would be coming in to widen Newell Hill Road because we are high on that list. They already told us what we needed to have ready for them to go. Our portion of the project will be about 7.5 million dollars for utility relocations. We have to move the electric system of about one million dollars. We have gas lines to move, which is about two hundred and fifty thousand dollars. We have 4.3 million in water lines and 2 million in wastewater lines. He recommends that instead of the utility enterprises paying for this we use the residual cash from the CRA to cover the expense of paying those utility relocates. By the time we have to do this he does not think we will have the full 7.5 million dollars needed for completion. The utilities will have to absorb some of the costs. We will spread it around, but we should have at least four of the seven and a half million dollars to start allocating the residuals for the project. **Mayor Pederson** said they have talked about this before and the lesson he learned is to not over leverage the Carver Heights CRA because there could be unforeseen things happen. **Commissioner Robuck** remarked that he certainly likes the idea of protecting the enterprise fund, but this only borderline addresses blight. **CM Minner** answered that if we were a non-utility city the state puts the onus on the utility to move those utilities. We are doing the backwards here. Instead of having the utility pay for that it would be the organization or the subsidy that is moving the utilities. Now, does it qualify, it absolutely does. The whole reason we created the Highway 441/27 plan was to improve the corridor and in order to improve the corridor we have to move utilities. **Commissioner Robuck** said this one makes him pause. Again, with water rates, we are low. He knows we are raising them a little, but we are still super low. Maybe that is where some of the shortfall comes in between the four and the seven. If there was an increase in the water rates we could be more in line with what the average is. Even though there is a jump it is still not where we should be based on the market. Rightfully, the taxpayers should pay for this project because as you said if they were not owned by the city it would be reflected in the rates. That could be why other places are higher because they are paying for capital projects. If we did it through the water fund that would never kick back to the general fund anything meaningful. We need to protected that. He suggested looking at absorbing more through the water fund. **CM Minner** answered that number will add up the residuals. **Commissioner Robuck** said we have more room there. He does not know where we are on wastewater and we talked about the competitiveness. **CM Minner** wanted to clarify that if we do this scheme we should use the CRA money to pay for the water relocate? **Commissioner**

Robuck said no. He would rather raise the water rates to generate extra cash to cover the shortfall between the CRA. With electric and gas, we do not have a lot of room, but with water we have a lot of room on rates. **Commissioner Burry** asked if he wanted to save the CRA money? **Commissioner Robuck** said yes. Either way the best case would be that we have four million dollars and we come up with another three million in cash. **Commissioner Christian** mentioned the reason he did not make many comments was because this is not that exciting. We are talking about unground stuff. When we start talking about getting rid of blight that is when it gets exciting. Nobody jumps up and down on this stuff. Moving water lines and digging holes, that stuff is not exciting.

Discretionary Sales Tax

CM Minner stated discretionary sales tax brought in about 3.4 million dollars. It is doing very well. There are four spots we spend that money. We transferred $791,873 to the general fund to pay for police and fire vehicle leases. We transferred 1.3 million to capital projects, that is the residual monies that we had left over. 1.3 million is a 2021 number. Our revenues were low and we exceeded. This all comes from the penny sales tax. For debt service we transferred $262,281. We also transferred about a million dollars to the fleet fund.

Gas Tax

CM Minner mentioned that Gas Tax brought in 1.2 million dollars. This year it was a straight transfer to the general fund which pays for maintenance items. It allows us to purchase street lights, complete pothole repairs and other things of that nature.

Building Fund

With the building fund, **CM Minner** stated this fund has done pretty good. The building fund sits somewhere around two million dollars in a reserve. If you remember about two to three years ago there was the new law from the state through the contract association and the state promulgated that said building funds could not have more than (90) days of cash on hand. That was a contractor's way to keep the pressure on local government and permit fees down. When that law came out cities did a bunch of different things. One city in Lake County wrote a check back to everybody. Our strategy was to deficit spend because we could cut our building permit fees to encourage development and growth and boast how low our permit fees were. That was almost a direct subsidy back to the contractors to encourage growth. Then if we spent half a million dollars in expenditures and half a million dollars in revenue we would just take that out of the reserves up to the time where we hit that reserve requirement. When the time comes that we hit that we will go back and review how to increase our rates. That was done in a tiered approach. We started out at a 25% decrease and we are at a 50% decrease in all our rates. Commissioner Connell called and asked about some fees and he told him wrong. He asked specifically about the plan review fee and he wanted to bring that up because we stopped the plan review fee as part of this tiered approached. It appears we budgeted twenty-five thousand dollars for that and there was an accounting system glitch. What happened was we stopped the fee and that is why we do not collect anything for that. However, there were a couple permits issued prior to when we stopped the fees and that was allocated for, but we have stopped the fees. It was kicked in and then back out. There was a software change and that is why those numbers are goofy. We have been deficit spending for the past three years at about half a million a year. He showed charts of how that happened. When we started this, we were sitting at a little

over two and a half million dollars. If we deficit spend by half a million dollars a year, by fiscal year 2024 we will need to go back and revisit that to bring our permit fees up. We will need to fill the bucket and maintain a reserve at the ninety-day level, per the state. What has happened is we are at about half a million dollars to the positive because we did not account for the $25,000. Even though it accounts for 50% reduction in the no plan review fee we did not account for the amount of growth we have. Now our fees are half, but growth is significantly more. Going into fiscal year 2023, instead of being almost out of money we are still up at two million. There are a couple options we may want to look at with cutting fees again or we could ride this out until we start getting complaints that we have too much money in the reserve account. He recommends steady as we go. The building fund has pretty low fees and we are deficit spending until the cash goes down to the recommended reserve fund level. That is the strategy we have been employing and he suggests doing the same. We have about 1.4 million dollars in fees and about 1.4 million dollars in expenses. We already added positions and the Building Official is really the only one who gets to be the spend thrift. She gets to purchase all the cool stuff because she is the one with money. Embedded in the operating expense number is other sources and the deficit spend number is $427,356. **Mayor Pederson** asked with all this money can we hire another inspector? **CM Minner** answered that we are hiring inspectors as we go. When the building official comes and says she needs more people we put them in there. He believes the commission already put more people in there and we did some salary adjustments as well. We are keeping pace the best we can. **Mayor Pederson** commented that he sees all this money and he does not know what the economy will do. It may slow down, but he would not mind giving better service to that industry to allow for faster turnaround. If we have all this money why are we sitting on it. **CM Minner** said he does not think we have issues with that department. He thinks there is a happy medium because we do not want to get to the point like we were in 2010. We had a pretty healthy building department then everything stopped and we were laying people off. We need to have a balance. His radar has not gone off with complaints about slow service. He knows they are jamming and it is a market issue with finding people than it is not wanting to hire people. **Commissioner Robuck** said he has not received a complaint and he used to get them all the time. Certainly not from his customers and most of them are not even justifiable. He has not had anyone complain in over a year. **Mayor Pederson** remarked that he was not getting complaints. He just thought if we had all this money we could hire one or two people and have top-notch service. **Building Official (BO) Ann Kinsey** stated the dollar value is only about eight hundred to one million that they are over. They are allowed to have a certain amount based on expenses. They really have less than one million and they will use it in next three years. **Commissioner Christian** said when they were building their house his contractor called and there was an inspection set for the next day and they were there. They have not had any issues with slow responses. Sometimes he can email them at four o'clock in the afternoon and if they cannot come the next day they will for sure be out the following day.

Housing Fund

CM Minner remarked this fund is hanging in there. He does not have anything significance to add to that.

Debt Services

CM Minner stated this fund essentially shifts monies around to pay for debt.

Capital Improvement Projects:

Continuing, **CM Minner** stated with the capital projects fund we do have projects on the books. We have the Market Street Design Project that was designed for $230,000 and we are paying for that out of the CRA. We have the 2nd and 4th Pedestrian Plazas and those come out of the CRA. We have the Pine Street improvement project and that was done with some CRA money, but mostly American Recovery Act money at 2.2 million. On Monday's agenda we will have about 99.9% of the design plans for review. Hopefully we can move forward with the project and get it out for bid. The Rails to Trails, was approved at $375,000 that includes a little impact fees, but mostly ARP monies. The Marina Slips are about $250,000 and Sleepy Hollow miscellaneous improvements are $158,000. The lion's share of this was the Pine Street improvement project. We talked a few meetings ago about what we wanted to do with the American Recovery Act money. We put together a plan for the 8.8 million dollars. He hoped everyone was on the same page. We talked about three major projects; Market Street, Sleepy Hollow and Susan Street along with the Marina Rehabilitation. We also talked about keeping some money in our pockets. After talking about this he received feedback from Ms. Smalley at the Partnership saying they were not sure that was their top priority. When we put the recommendations together for capital improvement projects we thought they should be impactful to the community and ones the community would want to see. Sleepy Hollow, Susan Street and the Marina Rehabilitation are ones. However, the feedback he received from Ms. Smalley was that they do not know if they want to do the Market Street project. The Partnership believes that it was a cool project, but because of Covid and a bunch of different circumstances they do not feel it would be the most impactful project. He recommends leaving that money slated for downtown in some fashion, but for now we need to keep that money in our pockets. The priority projects now become Sleepy Hollow, Susan Street and the Marina Rehabilitation. We have a contingency of about 3.8 million with a to be determined. The ARP money comes in waves, we received our first check back in January of 5.5 million and the next check comes this January. That money will have to be spent within five years. He mentioned on Monday there will be a resolution to recalibrate the money based on some new rules that have come out. The city is now allowed to recover up to ten million dollars. In October of last year, we came up with a list of where we wanted to spend the money. The CDCs, the Boys and Girls Club, the CRAs and there was a community grant. We also had a list of projects. On Monday, he will propose a new resolution for them to consider. It will include all the projects, but with the recovery money change. They are allowed to recoup the general fund of 7.5 million. He believes all the recovery money has to be spent within five years. He recommends starting with Sleepy Hollow and Susan Street immediately. They would start with an RFQ. We could start the Marina project pretty much immediately. **Mayor Pederson** said with the three million dollars that would have gone to Market Street that should be money spent for the downtown. He supports that money being spent downtown. He compliments the Partnership for slowing this down saying they could find smarter ways to spend it, but he does not want to see it go away. **CM Minner** stated we have 3.8 of residual monies, so instead of having that sit in the general fund we would shift it over to the capital fund and allocate it as a downtown project. It would be a capital expenditure that is undisclosed. The intent is to come up with a really good downtown project. However, if we need to grab a hundred thousand from there he would encourage that. He does not see this commission or the next commission coming up with a recommendation that says spend all that money. He does not think they have to say downtown. They could say that is the intent and by the time we get there it should be a nice chunk. **Mayor Pederson** remarked that he was trying to match that money with the

redevelopment plan that we had going downtown which was going in a great direction, but it stopped due to Covid. He would like to see that money spent wisely downtown. The downtown needs investment. **Commissioner Christian** questioned on the redevelopment plan and the money spent for the downtown. What was the top priorities for why we had a professional come in? **CM Minner** replied Market Street, the Rails to Trails and the parking. **Mayor Pederson** commented that people always complain about parking. **Commissioner Christian** said he would like to see us do something as opposed to siting two or three years contemplating because people change and minds change. We could spend a couple hundred thousand dollars on a plan. Just as when Covid hit things changed, but we are pretty much saying let's do something different. We need to bring a professional back in to upgrade the plan. It could be less to get something that we can all say works. We could be here three years from now and if we had three million dollars we would say we need four million dollars. Priorities could change and nothing will get done. He would like to see the pulling of minds so we can get a project done. We should not wait another year or two to figure out what to do. **Mayor Pederson** chimed in and said that he would like to see that done while this commission is in place. **CM Minner** does not disagree, but for the purpose of the budget this is an incremental step and by the time this commission changes over and they go back and revisit that 3.8 million allocation that will still be sitting in the capital projects fund. **Mayor Pederson** asked if they already spent the money on the design of Market Street. **CM Minner** answered that some has already been spent.

Continuing, we have a wish list of projects that each commissioner requested for consideration. He felt it was his job to bring the projects to the body for discussion. There are three projects and the big one is to finish the Pat Thomas improvements. We have talked about this in earnest. We have the Partnership/Arts Building rehabilitation that needs to be fixed up and we have already discussed that. Commissioner Christian said he would like to have a project done at John L. Johnson Park. We could put up some decorative fencing around the park. That park was overlooked most likely because it is located on a major corridor. Putting up a nicer fence and taking down the chain-link fence would make a great improvement. That cost would be about $250,000. That may be a little on the heavy side based on Berry Park where we paid about $325,000. He was not sure if the chain-link fence went all the way around the park or if it was just on Highway 441. **Commissioner Christian** replied that it goes all the way around. However, there may be private owned lots on the right side. He was more worried about the boulevard because that is what everybody sees. **CM Minner** stated to do the boulevard we are looking at $75,000 to $100,000. **Commissioner Christian** said everybody that stops at the stoplight sees that part of the park. They see the eight-foot chain-link fence and it does not look good. It does not look like a city-owned facility. It is something we need to spruce up on the boulevard. **CM Minner** asked how they should pay for the three projects. We have $250,000 in the budget that was reviewed Tuesday where we could do a small capital project. We could use that money. It would be transferred from the solid waste fund. That would be a good solid financial move.

Next, based on some of the things discussed he wanted to go back and wrap up the general fund. We will add $75,000 of interest money to the general fund and recalibrate the gas money. He showed that number and how the expense went up. He showed how many gallons each department used. We use diesel fuel at $4.25 and gas at $3.86. We will put the contract for Allison Strange and Associates back into the budget. If we keep the millage rate at 4.0 we will

have $250.000. If we start ticking that back to 3.8 or 3.9 mills that number may look more like $200,000. We have $750,000 in potential projects. If we steal $250,000 of ARP money to knock these out, that would be okay. That does take away from the 3.8, but if we did that for the Partnership it would still be spent on the downtown. **Commissioner Burry** questioned with the FDOT project and putting the fence up. Are we going to put up a fence and have to move it for the FDOT project? **CM Minner** replied that it would be put it in a spot where it would not be in the way. We have received preliminary plans, so we would keep it outside of the right of way. **Mayor Pederson** mentioned that they already did the condemnation through there too, so we should know the boundaries. **Commissioner Robuck** commented that he had one more project. The good news was that it was less expensive than these, the bad news was that is more controversial. It drives him nuts that the Mote Morris House is currently a complete waste. It looks great, they did a great job and it is only open two days a month. We have a two-million-dollar facility that is open two days a month. He would like to tell the Historical Society that is where the museum is being relocated too. He knows they have resisted moving there for whatever reason in the past, but they are in our building and we have a great newer rebuilt facility that needs to be utilized. We need to tell them that is where the museum will be going. Then we can look at knocking down that old building or do whatever we need to do with that building. He is unsure if it is even savable. However, that is what he would like to see happen. That way we are using the Mote Morris house and we can figure out what to do with that old building. **Mayor Pederson** remarked he was surprised that they would not like that idea. **Commissioner Robuck** said we will probably have to help them out. To be fair, it is probably daunting because there is eight active members. He has been to a few of their meetings. They are seasonal and not all of them live here year-round. We need to figure out a way to get that house open where people can see it. Plus, the current building is a mess. When people come in to learn about Leesburg that is not where he would want them to go. **CM Minner** stated he would not include that as a capital project of significant dollars, that may only cost about $50,000 in demolition costs. If that is the direction the commission wants to go. **Commissioner Christian** asked if they would move their stuff over to the Mote Morris house. **CM Minner** replied that the Historical Society has been after him for a couple years to fix up that building. They have a lot of stuff in that building, but it is time to do some inventory. Honestly, fixing up that building could cost a couple million dollars. It needs significant roof repairs, there are structural issues, major leaks, remediation of asbestos, mold contamination, there are a lot of issues that need to be addressed. **Commissioner Robuck** mentioned maybe we could find some storage somewhere in the city to make the transition easier. Somewhere they can store their stuff that way they do not have to throw anything away. Maybe that would make them feel a little better. **CM Minner** mentioned that the commission may want to instruct him to go talk to the Historical Society. **Commissioner Robuck** jokingly said they could blame this on him. He is not running for anything else. **CM Minner** laughingly said if the commission gives him that instruction, please give him a flak jacket and a hard hat and he will carry out the message. **Mayor Pederson** complimented Commissioner Robuck for bringing this up. It sounds great. It is a beautiful building and it would be quite an upgrade over where they are currently. **Commissioner Christian** remarked that it is almost a brand-new home. **Commissioner Burry** commented that it makes complete sense. **CM Minner** said going with the nod of heads, this is the plan, he will go and talk to the Historical Society.

ENTERPRISE FUNDS:

Electric Expenses:	
St. Lucie	$990,761
Purchase Power	$39,392,243
Administration	$672,580
Jobbing	$70,292
Distribution	$4,936,407
Smartgrid	$1,709,912
Other	$18,822,469
Capital Projects	$8,167,023

Electric

CM Minner stated we talked a little about electric Tuesday night. Without being too repetitive, we freshened up the numbers. We are sitting around 18 versus 15. That was based on how the expenses roll and they are sitting at about 20 million dollars. There are the issues with increasing costs, and the power supply cost. There is the necessity for the rate increase and we talked about increasing the customer charge, which would be a 4.25% increase. On the other components of the billing, when it is all wrapped together it would be a 5% total increase. The biggest expense is the power supply number, which runs around 40 million dollars. The revenue derived on that gets broken down into operating costs, project costs, depreciation and all sorts of other things. The magic number we generally budget is 67%. That 67% variation between revenue and power supply gets that discretionary spending. When we started putting the budget together back in April we were blind and optimistic. We were still using some of the seventy-five-dollar megawatt cost. We were really at a two-million-dollar impasse with the electric department and projects, which is why we derived the 5% increase in rates. When we reviewed the presentation, he looked at the half million dollar increase in power. At a one-point percent increase, he wonders where we came up with that and that was because we were still optimistic in April. Now in July, we are no longer optimistic and we need to do our due-diligence. We cannot have a thirty-nine-million-dollar power supply number. It needs to be a ninety dollar a megawatt number. It is not thirty-nine million dollars, it is forty-seven million dollars. Now where are we going to find eight million dollars? We will adjust it on the revenue side because we should capture it with the power cost adjustment, which is embedded in that rate. Right now, it is twenty-seven million and that is a seven-million-dollar variance. It is administrative with getting the power supply number to be ninety dollars a megawatt. **Commissioner Robuck** questioned if the charges for service were more like 75/76? **CM Minner** answered yes. **Commissioner Robuck** said we are currently paying 97. **CM Minner** responded in 2020 it was at sixty-nine dollars a megawatt. In 2021, they were at seventy-four dollars and we are still at seventy-four dollars. Referring to a chart, he showed a yellow area that was wrong. Up through May in the chart was good. Those numbers have been updated. He said the numbers for May were 31 mills of power supply and we have four months left. From May through September we could bank about four million, which is being conservative. That would be twelve million, plus thirty-one, which would be forty-three. We would then be looking at a number in the mid 80's. He then pointed out the month where it shows one hundred and others where it shows nineties. Instead of the historic trend this average will probably be in high eighties. If we compute it out over the

course of fiscal year 23/24, we will probably be at 89.97, which is about ninety dollars and that number is forty-seven million. To be more accurate they would adjust the final budget to reflect forty-seven million, which by guess is ninety dollars a megawatt. **Commissioner Robuck** asked if that would be to transfer. **CM Minner** answered they would not adjust the transfer. There are policies in there that we will have with allocations, but it would be a straight wash. **Commissioner Robuck** wanted to know if it will not be less than six percent. **BD McDaniel** commented the transfer is based on the CAFER. It is based on the annual financial report. It was rewritten to take out the cost of purchase power and the transfer does not make them transfer on the revenue. **Commissioner Robuck** remarked that the power cost number is not part of the transfer. **BD McDaniel** said the BPCA is included in the calculation that was done a couple years ago. **CM Minner** remarked he could adjust the power cost number and the power cost adjustment revenues. **Commissioner Robuck** inquired how that would work with Duke when they pay the six percent franchise fee. **CM Minner** responded they charge their customers directly. **Commissioner Robuck** asked on the six percent total? Are we are transferring less than six percent? He has been pushing against transfer, but he thinks we are looking at it wrong if that is the case. **CM Minner** responded that he will get an answer to that question. **Electric Director (ED) Brad Chase** said he was not sure if power costs are part of the franchise fee. **Commissioner Robuck** remarked we should mirror whatever they are. **CM Minner** believes we are copying them. That is why we modified ours, but we will find that answer in the franchise agreement with Duke. We will pull that formula from the agreement. **ED Chase** commented that he would look. He does not remember because we do not pay franchise fees. He thinks the power costs on some of the stuff are not included. **CM Minner** remarked that we have two franchise agreements, SECO and Duke. There are three power providers in Leesburg and we need to be consistent with power supply costs. That is all part of the franchise agreements. We are currently at ninety million dollars and we will adjust the budget to reflect that. There was a $251,000 increase with the Smartgrid. There was a 101.5 million increase because we increased depreciation to start putting away more money for capital improvements. That depreciation then shows up in R&R, for projects. There is a small increase for the debt service on that note. There was an increase of about 2.5% in capital projects. On a slide, he showed where the system-wide projects were. On the north, northwest side near Fruitland Park, there are some improvements needed that will help with the loop. We will see that on the South Street corridor. On the southside of the city we have the Lake Denham Estates upgrades that need to be done. There are some Village loop feeder improvement projects that need to be done along with other growth in that area. He heard rumbling of industrial growth along CR 44. We have Tara Oaks coming so we will have system improvements in that area. There will be other system improvements with the Fruitland Park development because they are in our corridor. We also have old lines that need to be upgraded. We would take out old conductor and make the pipe a little bigger. Some of those are development issues where we get some of that money back, but we do not get that money back until the meters start spinning. However, we need to get the pipes changed out to meet the demand of growth. **Commissioner Robuck** mentioned that Duke and FPL are more about reliability and not so much about rates. It is like, all of a sudden, their focus is on what they are doing and which of the improvements are related to reliability. **CM Minner** responded that we are looking at both. We have system services and they go hand in hand. You do not want to put a big subdivision on a little wire. We have to be able to serve them. We do not want reliability issues. We need to split the pie and that is why we are looking at both growth and reliability issues. Projects like feeder 702, that is an expansion issue. It is not just a redundancy

or reliability issue. It would be both because it would produce more voltage and watts. It would provide more service to the area and bring reliability to a duplicate feed in the southwestern part of the city. That way we could feed it to the north and center substations. That would be a good mix of expansion and reliability issues. It would be something that would go to two different segments of the city fed by two substations with that extension of pipe. We could get growth out at the end of the line. **Commissioner Robuck** asked where we are with the average duration. **ED Chase** said right now, SAIFI (System Average Interruption Frequency Index) in the summer months run about fifteen minutes per month. That is where SAIFI has been. Normally, in a year we tabulate it each month and we have been pushing up towards one hundred minutes. With the smaller areas where we service when we have large outages or an event like we had last Friday night where we had eighteen guys out restoring energy services that was a big hit for our service territory. That would be when we see a big jump in SAIFI. There is about half a million dollars in sectionalizing/reclosers, that is for improving reliability. With sectionalizing, they can put out new equipment called trip savers. FPL, Duke, and some of the large utilities have already run the gambit, so they already tested it. We are not interested in jumping on the leading edge of that. We want them to run through the details. We are installing some of those this year and we will expand on that next year. As the city manager said all the reconductors are going to improve reliability because we will get rid of the older stuff that has been up there for thirty to forty years. It has had some failure modes and we are looking at that, but it will improve reliability. Even with tree trimming, which is in a different budget, it is all about improving and maintaining our reliability. There are a lot of components of the capital tree. **Commissioner Christian** asked if they could explain the storm prep room, which is $400,000. **ED Chase** responded at their Griffin location they do not have any showers. They would like to improve this facility and install a few showers. With the addition of the showers they could provide resources not only for the area, but for when they need mutual aid services. It would provide a place for them to be able to clean up. They would like also like to add an area to prep food for vendors to come in. With the expansion of the restrooms to add showers and the breakroom it would be a really nice update. **Commissioner Christian** asked if this was where their current building was now? **ED Chase** answered yes. When this comes before them for approval they would have a layout of all improvements. It would show exactly what they are looking to do. **CM Minner** said this would be for the building behind the administration building. There are some restrooms there now, but there may be only one shower. That is pretty much the facility, small and inefficient. When we use this facility during major storms and when all hands are on deck for 18-hour shifts, there are guys sleeping on the second floor. There are ladies who come in that need to shower and use the facilities. The concept is for the breakroom to be where they currently park their trucks. There is a storage area that they want to convert into a storm prep room because the existing facility in the electric house is not adequate. **Commissioner Robuck** asked with pole inspections he noticed that has been taken off the performance metrics, are we done with those? **ED Chase** answered they are on an eight-year cycle. They are scheduled when they become due. They will be done in June of next year. When their cycle comes up, we will have five different quadrants over eight years. We have a couple years where we will not have any inspections and then it starts up again.

GAS FUND:

CM Minner stated the gas fund has seen a tremendous growth. With The Villages coming on board, the new director has been indoctrinated. At this stage, he believes we are doing a pretty good job keeping up with different system improvements. As we discussed on Tuesday they will

be coming back to do the second-tier rate increase on the base rate. We are still far below the market rate equalization with TECO and the capital needs. We will ask for an increase to the base rate from the $13.38 to $18.10. Even at that for the typical consumption we are still very competitive for the Leesburg native customer. We are looking at a 9.9-million-dollar budget this year. With capital projects and keeping up with The Villages expansion; we will have change outs of the mains and those types of things. **Commissioner Robuck** asked about the revenue number charges for service, there was a 17% increase last year and that was just a base rate, and now we are raising the base rate by 35%, with all the new growth how are we coming up with that number. **CM Minner** asked **BD McDaniel** if he liked that number when they were going through the budget, and she said no. **Commissioner Robuck** commented if we raise the rate by 35% and we have 1,300 new customers that is a lot. **Commissioner Christian** jokingly said that is being conservative because come December we will have an extra two million dollars. **Commissioner Robuck** stated if we just raised it 35% with no new growth we would be at 11.3 and we are at 9.8. **CM Minner** remarked what he thinks he only counted the native customers in the Leesburg numbers, he did not add The Villages growth to that number. **Commissioner Robuck** mentioned that if it comes in high we are going to have extra cash next year, so it really does not matter. He pointed out that it really did not make any sense. **CM Minner** replied that they will go back and look at that number. **Commissioner Robuck** stated that they are going to make less on the income from operations with an increase in price from the new growth. He wanted to make sure we are going to make half a million dollars less this year. He did not think that would happen, but whatever it is, it would not be part of the general fund. It would go to the cash balance. **CM Minner** mentioned not immediately. **Commissioner Robuck** commented this year it would go to the cash balance, whatever that number is. **CM Minner** said there is still a little complexity there because when we started on The Villages number, the number back in 2014 was somewhere between seven and nine million. Then we went to war and did the CR 470 relocations and the 520 Mains. We spent a lot of money getting on board with The Villages. Now, here we are five years into this and after a lot of planning and spending in 2023 we should start seeing some of this come back. **Commissioner Christian** remarked it would be nice to build it back up. **CM Minner** commented if we can build this back up we will have money for other projects. **Commissioner Christian** stated that Ms. Stevens-Coney was in the audience and with the John L. Johnson park not having to cost the entire amount she had something she wanted to present.

Ms. Stevens-Coney stated for everyone in attendance who are in the decision-making position, what a fantastic job you are doing. She is so proud of Leesburg, her hometown. Leesburg has become such a positive place to visit and live. We have had trying times, but together we have weathered those times. Together we are going to continue to make Leesburg an ideal place to live and visit in Central Florida. She enjoys seeing the sign markers distinguishing each named community. However, there are some missing elements and that is a provision for recreation, communication and entertainment. We have enough churches to provide that spiritual link, but we are missing places for adults of any age to go for entertainment and recreation. She would like to request the addition of two pavilions. If we had two pavilions there could be one big one and one little one to accommodate our daily wholesome activity needs for all people. It would also eliminate some of the eyesore in our community. One of the eyesores we are all familiar with is located on the corner of Pine Street and Mike Street. A couple years ago she stopped by, took some pictures and socialized with some of the citizens there. They were playing cards or

dominoes. She mentioned that they could have fish fries if they had a pavilion. It would provide a resource for communication and recreation. Right now, these areas are eyesores. One particular place she would like one is on Pine Street. We are in the process of making our community safe and viable in Central Florida. Again, she requested two pavilions, one large and one smaller in the community. **Commissioner Robuck** inquired if we even own that property. **Mayor Pederson** remarked that he was unclear which corner. **Ms. Stevens-Coney** said the city needed to find a place to put two pavilions on the eastside, so we can remove the eyesore and move the citizens someplace else. **Commissioner Robuck** stated how about the area where we have the trailers that are falling apart across from the pool. There is a church there now, but they are the city's and they are an eyesore. **Ms. Stevens-Coney** asked where that was. **Commissioner Robuck** replied on Childs Street. **Commissioner Christian** stated that he and Ms. Stevens-Coney have talked and they have looked at different areas. The city manager has looked too. He believes Ken Thomas looked. They have all tried to find an ideal spot. What he thinks will happen is we will find the nicest spot, build a beautiful pavilion and then no one uses it. **Ms. Stevens-Coney** promised they would use it. **Commissioner Christian** stated that would be the key. Would you go there if it was in the proximity of the store or in the proximity to the neighborhood? Why not pick a vacant lot? Here we could be dealing with calls to the police department because they are sitting on the sidewalk. If he was walking on the sidewalk he would have to get off the sidewalk to go around the guys that are there. He was there on Saturday talking to them about the CDC. Right now, they are looking to buy the property near the Barbecue Pit. He was sharing with them that the CDC owns almost two million dollars of property on Pine Street and Mike Street. They have a vested interest to make sure in that area people feel safe walking from the hospital to the pool or from the hospital to a restaurant on Pine Street. That is the goal for the CDC, making Pine Street safe so anybody who walks there feels safe and comfortable. They may not want one on Main Street because RoMac Lumber may start saying wait a minute, now we have everybody hanging out in front of RoMac. They may not be doing anything wrong, but they need that area for their customers and workers. They are trying to find a location that is suitable, that will not be an eyesore or cause a neighborhood complaint problem. He thinks what Ms. Steven-Coney is asking for is that we find a location in the city that is amendable for putting up a pavilion so we can move the ladies and gentlemen from one spot to another spot. **Ms. Stevens-Coney** replied absolutely yes. It would be a good time to start new businesses because if it happens where we cannot find a spot or a location near a store then we have what is happening now, food trucks will come to accommodate these kinds of activities. **Mayor Pederson** asked if they wanted the pavilion on Pine Street or not. **Commissioner Christian** said if he was asking him, he would say no. **CM Minner** mentioned this is not a tremendous expense, so we can weave that into the Pine Street project. **Commissioner Christian** said we still need to find a location. **Commissioner Burry** stated he remembers something about an area in Carver Heights where they came across from a store, we purchased the property and we put up a fence because people were hanging out there. Did those guys move somewhere else in the community? **Commissioner Christian** said the group on Mike Street came from the apartments behind the pool. When we bought that it was that neighborhood hangout. When we eliminated that spot, the people migrated here. **CM Minner** remarked that he thinks we own the corner across the street from Magnolia, it would be Magnolia and Child Street. **Commissioner Robuck** stated that sounds like a great location. **CM Minner** said the concept would be a good one. We just need to find the right location for it.

Mayor Pederson asked for any further comments. There were none.

ADJOURN:

The meeting adjourned at 6:52 p.m.

_____
Mike Pederson, Mayor

ATTEST:

_____
J. Andi Purvis, City Clerk

MINUTES OF THE CITY OF LEESBURG COMMISSION
BUDGET WORKSHOP
LEESBURG CITY HALL, 501 WEST MEADOW STREET
TUESDAY, JULY 5, 2022

The City of Leesburg Commission held a Budget Workshop Tuesday, July 5, 2022 at Leesburg City Hall. Mayor Mike Pederson called the meeting to order at 5:30 p.m. with the following members present:

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

Also present were City Manager (CM) Al Minner, Budget Director (BD) Brandy McDaniel, Finance Director (FD) James Williams, City Clerk (CC) J. Andi Purvis, the news media, and others.

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

PROPOSED FISCAL YEAR 2022-23 BUDGET:

CM Minner stated there are three budget hearings scheduled. The second one is scheduled for Thursday, July 7th and we will conclude on Tuesday, July 12th. Tonight, we will begin with a general overview of the entire budget. We will then breakdown into the different funds. We will end with civic funding.

Starting off he gave credit to Brandy McDaniel and James Williams, for putting the budget together along with the department head team. Since his time in city management this was one of the more difficult budgets they put together. There are some difficult years that stand out like the crash of the recession between 2010 and 2013 where we had to deal with ad valorem throughout the State of Florida when taxable values dropped. We had the early 2000 buildup, then everything dropped. The first few years here did not seem to be as hard. He remembers making tough changes with electric rates and there were some issues with cash, but we made good strategies. This year; however, was extremely hard because a few things caught up with us. We have the economy and inflation and we will see that throughout the budget. Specifically, with personnel and operation costs, which in turn has affected our utilities. Since being here we have not raised utility rates beyond CPI. However, we will talk about that tonight as we get into the utility funds. With taxes, even though it is not a tax increase, he will recommend the current rate, which by state standards is an increase.

Fleet leases remain the same at 75%. That has been toyed with, but for review purposes we do a depreciation debt service on vehicles, we take the value of the vehicle and divide it by its life and that department makes the lease payment. For example, if we have a fifty-thousand-dollar car

and it has a lifespan of five years the lease on that would be ten thousand dollars. That means whatever department that car belongs to would pay ten thousand dollars to the fleet fund. That money would go into extrapolation and that is how we purchase new equipment. The fleet fund has been good. When you take that number across all vehicles that would be one hundred percent and our lease payments have been seventy five percent of that number. He recommends staying at seventy five percent. He believes the Public Works Director and the fleet department have done a good job. We are still at two to three million dollars in excess in the fleet fund. This year we are projecting a purchase of a fire truck. That would setup the fire department with all main engines being replaced. With that purchase it would keep the fleet reasonably new. They could still stay around seventy five percent, which really helps the general fund, more than any other fund.

The proposed ad valorem rate for this year is 4.0192 mills, which maintains the current rate. The roll back rate to keep the same amount of revenue that was generated last year less new growth is 3.6 mills. 4.0192 mills is the current rate and 3.6 mills is the roll back rate. When staff computed the budget, the numbers were based off the initial report received from the assessor's office of June 1st. Now, every month until the end of October when they receive the numbers those numbers will change. The good news is, the number changed pretty big on the July 1st report. Based on the current rate of 4.0192 mills there is an extra two hundred and sixty-seven thousand dollars that is not in the books. He recommends staying with that 4.0192 mills and put the two hundred and sixty-seven thousand dollars into capital spending.

There are two specific items that need to be put into the budget. Fixing the Partnerships Art Center building and the last round of improvements to Pat Thomas field. That two hundred and sixty-seven thousand dollars would get both these projects accomplished. In spirit of full disclosure, he felt pretty comfortable with where they balanced the budget at four mills. The extra two hundred and sixty-seven thousand dollars could turn into a roll back. It would not be a full roll back, but we could get about three point eight mills and that would balance the budget. For those who are homesteaded that would be a bit of a tax reduction, but for the new folks and businesses that would be a bit of an increase. They did not do the math, but they can have that discussion tonight in more detail or when we do the DR-420, which is on the next commission agenda. The DR-420 is the form the property appraiser's office sends out with the tax notices stating our not to exceed millage. He recommended the DR-420 state 4.0192 mills. We can have a discussion on it, but flat out he would not recommend the roll back rate because the budget is just that tight.

Commissioner Christian commented on the capital improvement projects and the two projects that need to be put into the budget. He may have missed that meeting, but with Pat Thomas and the Partnership building what kind of numbers are we talking about? **CM Minner** responded two hundred and fifty thousand dollars. We put two hundred and fifty thousand dollars in the budget for Pat Thomas and the Partnership building. Those numbers were out of Commissioner Connell's request because there were some items chopped out when we put the half a million dollars in the 2022 budget for improvements. We fixed the fence, did some painting, repaired the iron and put up the new fence. We did some of the major stuff, but we did not get it finished. We still need to do the big fans in the ball park bleachers, the concession stand exhaust fans and the PA-system upgrade, along with the extension of the third base field baseline fence. There may be

more, but those are the ones he could think of. **Commissioner Christian** asked if there was a presentation for that. **CM Minner** replied they could bring one forward. They can do that during the capital projects on Thursday. **Commissioner Christian** wanted to know if they could just put stuff in the budget and talk about it later? He was curious how this got to this point because it has not been discussed. **CM Minner** responded this was requested by Commissioner Connell. He asked to have it put in the budget as a discussion item to talk about when we get to CIPs. **Commissioner Christian** said that he would also like to add some items to the budget for discussion. **CM Minner** answered that would be okay. Continuing, he said the 4.0192 mills would get us two sixty-seven and that could be used for capital improvements. If we went with 3.6 mills we would have to cut about half a million dollars from the budget. **Commission Christian** wanted to confirm that to get to 3.6 mills we would have to cut half a million dollars out of the proposed budget. That is what is being estimated. **CM Minner** replied to reach the rollback rate we would have to cut at least two hundred and fifty thousand dollars, if not more. The fire assessment fee remains the same.

With salary and wages, he recommended a five percent increase for all employees. It would be like the quasi-merit COLA system that we use. It works and it works well. He recommended a bottom and top range adjustment, so we can continue to catch up with the fifteen dollar an hour minimum wage that will happen in a couple years. This will help get us on track for that. Each year we have a number for the employee count and we always hover right around five hundred employees. Approximately thirty to forty of the employees have capped out. He recommended opening the top of the pay scales so those employees could receive a full COLA to keep up with inflation. That recommendation also matches what we have done with the collective bargaining units. He recommended opening the city managers pay for the five percent merit increase to match all the employees. There is a recommendation for a modification to the standby and shift differential pay, and this was a request from many of the departments. It was also requested by Commissioner Connell who brought it to their attention. It will be an eighty thousand dollar increase to the budget. This will align all employees in public works and utilities (electric, water, sewer, gas, and solid waste) with the PBA agreement. They will now get twenty-five dollars a day and a dollar versus ten cents for the shift differential. **Brandy McDaniel** stated the shift differential would be working after 4:00 p.m. **CM Minner** added if you had to stay past close you would get a couple extra dollars. They are keeping the two-hour minimum for overtime. He proposed a department head pay scale modification. This would keep pace with competitors so we can keep our supervisors. It is a three-tiered system for department heads. It would take them out of the numbered pay scale and put them into a new scale that would be weaved into the new budget. The three categories will be; utility department heads, emergency service department heads, and general department heads. The utility department heads are the hardest to recruit and find. They have the most technical background. Those are electric, finance, gas, information technology and public works. That pay range would be $115,000 to $190,000 and that would keep them competitive. From an operational standpoint he does not believe anyone is planning to leave the city. The department head team is pretty solid. For the spirit of full disclosure and with all due respect to the finance director he would be the closest in the group to retirement. Jokingly, he said although he loves working for the city he is never going to leave. He is constantly getting into trouble by his wife about it. The electric director, came to the city from OUC and he is enjoying his time here. The IT Director has given his two-year notice, so if all goes as planned and nobody gets hit by a bus he will be the next director to be replaced. With gas

and public works, they are new and the framework is good. With emergency services we just promoted both chiefs and they have been pretty steady. With the budget manager position, he promoted her to budget director due to the amount of work that position does. The building official, city clerk, housing director, HR director, library director, planning and zoning director and recreation director would fall into the $75,000 spread. **Commissioner Christian** asked if that pay scale keeps us competitive with other cities. **CM Minner** replied that it keeps us reasonably competitive. Police is difficult because that one grows exponentially and every time we get up to speed another community outpaces us. He thinks Chief Mara is happy. If we had to worry with the pay scale, it would be with electric and finance. **Commissioner Robuck** said his only concern was while we may not do anything now, the utilities top rate is too low. In the next five years when we look at gas and electric customers we will have so many new customers with The Villages expansion and that will put a strain there. We could have a thousand employees in three or four years. It would be better to have that range a little higher so we do not have to come back when it comes to recruiting. We should not have to have this whole conversation again. **Commissioner Christian** remarked that was his concern. When the city recruits someone and there should not be a five thousand dollar turn off. It would be hard to tell someone you have to go before the city commission for approval. With the city manager he should always be paid more than anybody else no matter what because he is responsible for everybody. Even if they are not paid as much there should be a range set in place. With the utility director we are growing really fast and we may have to maneuver. We may need to hire an assistant electric director. They may come in asking for one seventy-five or one eighty and the head director is making one ninety. At that point you may not want to come back to the commission because we may say we do not want to change the pay scale. As we grow we need to look at being competitive because we are running a business when it comes to the utilities. **CM Minner** replied he would go back and address that. **Commissioner Christian** stated we need to find a middle ground while keeping it within the budget and stay competitive. **CM Minner** said he would go back and take a look at the numbers. **Mayor Pederson** pointed out that he asked the city manager to survey the salary ranges for his role, to make sure we were competitive with his salary wage. He asked him to look at similar sized cities and to come back with his findings.

Continuing, **CM Minner** said with workers compensation rates those have been increased by fifty percent in order to help replenish cash. They propped up the health fund with the workers compensation money and now we need to put money back into that fund. We are charging ourselves a little bit more in our workers compensation insurance matrix to build that cash back up. We are currently sitting on about one million dollars. Unfortunately, property liability is up. When it comes to janitorial expenses, we did an evaluation of where those expenses are spent and where to spread that cost out. We changed the allocation matrix for gas locators because the gas department has been picking up the majority of that expense. Whenever we do a locate we do two locates; we do inside the city limit locates along with outside locates. For an inside locate they locate five utilities; fiber, electric, water, sewer and gas. Outside the city limit they locate potentially three utilities. They will now divide those tickets/work orders based on what utility is getting the most locates instead of just putting them into the gas fund. With new positions, we have one in human resources and one in the gas department. In the gas department they did a little shuffling. Gas has a lot of growth with The Villages coming in and The Villages informed him that they will begin marketing homes on CR 470 in August. They expect to see certificate of occupancies in September and October. At that point we can count on about one hundred new

houses a month until they hit three thousand five hundred homes. **Commissioner Robuck** stated when we talk about the millage rate. If we look at the existing city, we are very competitive at that 4.01 mills. When looking at the county, he has never had a problem with the rollback because it has worked well. With Village residents coming in they will look at Fruitland Park and Lady Lake. They will look to where they are which is 3.4 and 3.9, so if it is not this year, it will definitely be next year. We will have to be in the Fruitland Park and Lady Lake range or we are will have commission meetings packed full of Village residents just as Fruitland Park did until they lowered their rate. They were at five something and as growth came in they started going back down. **CM Minner** said it is 4.7. **Commissioner Robuck** said it is not reasonable to hold off a year until we start getting revenue coming in. He just wanted to throw that out there. It will change the calculations in terms of where our rate needs to be long term. **CM Minner** asked if he was advocating for 3.6 or 4.01, based on those comments? **Commissioner Robuck** replied he was okay with either as they talk through the budget and priorities. We will have all sorts of money next year from the new houses. **CM Minner** stated every year we try to make the general fund more independent. We try to get the utility funds operating more. The biggest thing we did was get that electric transfer down to six percent. That was critical because it represents what the statewide franchise fee is for non-electric cities. That is a really good number for us. The electric fund will keep that transfer at six percent this year. However, he recommended an electric rate increase. While the six percent is a good number, remember fifty percent of that six percent comes from outside customers. Without the six percent franchise fee, it would be three percent, because fifty percent of our customers are outside the city limits. We have done a good job protecting our outside customers. We treat them as if they were inside customers. That is a good thing and we keep that in mind. **Commissioner Robuck** added by next year we should have a lot of the Duke franchise coming in, which should help. **CM Minner** said the franchise fee is up fifty thousand dollars, so yes, that will help. Next fiscal year from The Villages, we are looking at about three thousand and sixty-two houses. If we multiply that by the average Duke bill of one hundred and fifty dollars a month and then times that by twelve and then times that by six percent. That would be our new revenue number, whatever that is. That would be the number for fiscal year 2024.

Back to the positions, we already made an adjustment for the customer service modification when we added the utility service technician. The HR coordinator is the new position. The HR coordinator position will help with the benefits and other work. Our workforce has grown, we have added about twenty employees and we netted thirty over the last five years. That does matriculate into HR with going through benefits and helping employees get their stuff processed while keeping things moving. **Commissioner Christian** asked if we got rid of the benefits coordinator position. **CM Minner** answered it was renamed to the HR manager. We divided up some of the duties between Chandra and the HR coordinator. The HR coordinator is helping the HR manager. **Commissioner Christian** replied okay. **CM Minner** commented that they took out a maintenance worker and added a senior planner this year. They also took out the maintenance technician at the airport. They approved the land development manager position, which was filled by Ryan Gerdon. He was then promoted to watch dog all the developments, to make sure the development was being done right. We then recently promoted Mr. Gerdon to the Deputy Public Works Director position. We are now in the position where we need to hire for the position that we originally hired Mr. Gerdon for. In the interim Mr. Gerdon will be doing multiple jobs.

With the general fund; taxes and enterprise funds make the general fund wheel go-round. We talked about the importance of keeping pace with competitive taxes as well as the enterprise transfers, which equates to rates. We have done a good job with that including the rate increases. With taxable values, the good news is even though we see the increase in costs which made this year's budget hard we are setting up the 2024/2025 as a significantly easier budget year. After talking about The Villages since 2017 we should start seeing our investments come in. We will see that in terms of franchise fee increases and ad valorem increases. The rough numbers we came up with blew the doors off the matrix. When we figured it out, it was one hundred and seventy-five or one hundred and fifty thousand in taxable values back in 2017. Now it is two hundred and sixty-five thousand dollars after homestead exemptions and that is probably still a low projection. He is excited to see those numbers roll in. Fingers are crossed that we start seeing new revenue. Our plan is to take care of the Village residents moving in, because that will help us reinvest in core Leesburg. They are up a little more than 19.29%. That is the new taxable value increase for July. It jumped from 14% to 19% in July. **Commissioner Christian** questioned the Carver Heights CRA and the Carver CRA Exp. He wanted to know what the "exp" stood for. **BD McDaniel** answered the original one is the CRA and the other one is the expansion.

Referring to a slide, **CM Minner** showed how the electric stressors are trying to keep up. It shows how we maintain with the transfer at the six percent rate. Back in 2013 it was up, so that is good news. Yet, he recommended an increase to the electric rate of five percent. That would be five percent to the base rate and five percent in operations. That is the cost of doing business in electric. There are two ways of looking at cost increase. First, with the power cost adjustments. Right now, we are at $124.83 and with that five percent increase that would put us at $135.70. That is with the BCPA at $27 and we have already adjusted that to $27. The problem is the trend we are fighting. It is dollars a megawatt hour on average that we pay for our wholesale. We have been trying to capture that power cost adjustment. Honestly, we have been slow, smart slow because we have enough cash to absorb some of that in our matrix moving forward. If we keep dinking that up we will not get behind and we will have the cash to absorb it. That is friendly for the customers and we are not trying to hit them all at once. It is a little cash leak of maybe one or two million dollars. We are watching that. On the other side of the house we have operational increases with competitive wages for the linemen. They are paid very good wages, but we need that market rate because in the lineman world it is a very competitive. It is very expensive with the operation of meters, transformers and all the other component stuff that has had significant inflation. We have seen operational costs start to increase. We always talk about it because it is a cash flow number. We see 15.5 and that is what we project it sitting on. Normally, we would be sitting around twenty, but that five million is where we have been with power cost adjustments, operation increases and capital expansion. It is not bad because we have been able to keep up, but it is time to make some changes. It goes hand in hand back to the general fund. It goes back to the electric transfers. Even though our transfer number is down, it is healthy. The new stuff we see is the operational expenses, and that is why we need to look at both sides of the house with tax numbers and utility increase numbers. He proposed a gas rate increase because we are far below market rate. With slow equalization to the TECO rate and the need for additional capital monies we need to catch up. Last year he presented a two-year step process, to equalize this with the base rates. This year, we need that four dollars and change. We need to go from $13 to $18 on the customer charge rate. Even with that we would still be a competitive gas supplier. After

that, we will hold tight. With market rate for water at 10% that is where we need to look. That would bring in an additional million dollars. We will need that for capital improvements. That would be for main change outs. These rates have to be looked at with the general fund because we are trying to separate the utilities from the general fund. With the market rate comparison on water we are very far behind, even with a 10% increase we would still be extremely competitive.

GENERAL FUND:

CM Minner started by saying this is a thirty-million-dollar budget. We have 3.3 intergovernmental, 1.2 for charge of services, fines and miscellaneous, and about 11 million dollars in others. These numbers come out of taxes and other sources and transfers. Those numbers are becoming more alike, which is good. The general fund is starting to use more general services then transfers to fund the show. We had discussions on the millage rate. We talked about the tax increase and franchise fees. We have an increase on intergovernmental for the purchase of police cameras. We have some other miscellaneous fees for zoning that have gone up, along with marina fuel sales and those types of things. **Commissioner Robuck** questioned the body cameras. **CM Minner** replied that expense is for the body cameras. It was already approved for about $150,000 over five-year funding. We received a grant for the first year. **Commissioner Robuck** said there is an extra hundred grand in interest. Judging historically with what we do with budgeting that one hundred-grand could almost cover that. **CM Minner** said that needs to be held on too conservatively. When we have that discussion, we can get into those numbers. **Commissioner Robuck** asked with miscellaneous revenues, it shows the different rentals we do in the city. Are we increasing any of those fees this year? **CM Minner** replied no. **Commissioner Robuck** remarked that everything else has gone up in price including our labor, so why wouldn't we put a three or five percent increase on that too? **CM Minner** replied that he would go back and look at the marina fees again. He says there is a five percent increase for this year. **Commissioner Robuck** said he would like the five percent increase on everything with the park facilities, the Pat Thomas Stadium, late fees, all the fees. If we are having to pay out more we should be bumping that up and readjusting everywhere. **CM Minner** answered he understood. Continuing, he said our cash numbers look pretty good. It actually went up a tick from last year. In the past, he recommended putting some money in there if we wanted to use it for capital expenditures, but, until we spend the ARPA money he recommends leaving that number alone. There may be a few small projects in there that are different that we can talk about, but the large operational general fund remains pretty standard. The cost up and down is a total across the board increase of 5.4% which represents a standard level of service.

The City Commission expenditures are pretty standard. That covers the salaries, benefits, conferences and workshops. That number has not changed too much.

With Executive that includes the Public Outreach for Lakefront TV that is pursuant to their existing contract. We have one or two more years on that. Administration covers his departments expenses.

With the City Clerk and Elections, we got rid of the elections fund. It was only one thousand dollars. We decided to roll that into the city clerk's budget because it was not normally used. It seemed like a lot to keep that one expense account open.

Mayor Pederson asked going back to Lakefront TV is that contract renewed annually? **CM Minner** replied it is a three-year agreement that expired this fiscal year. We renewed the Fauci Bella contract for two years. **Mayor Pederson** said he was hoping they could renew it for two or three years. He remembers we had the cancellation. **CM Minner** answered he believes we renewed it for the maximum the contract would allow. **Mayor Pederson** said there was a cancellation clause in there and it did go both ways. **CM Minner** mentioned that he recalled the commission recommended the extension as the maximum. However, he would verify and get that answer for them. However, eventually they will have to grapple with an RFP just by procurement rules.

With City Attorney and Miscellaneous, **CM Minner** asked the Budget Director for clarification on what miscellaneous line item covered. **BD McDaniel** replied that covers vacation buybacks and educational training. **Commissioner Christian** asked with three hundred and nineteen thousand dollars and some change what was the biggest change. **BD McDaniel** responded last year we transferred three hundred and fifty thousand dollars to the capital projects fund from the general fund. This year we are not transferring anything.

Continuing, **CM Minner** said Finance covers Accounting, Customer Service, Procurement, and Warehouse. **Commissioner Robuck** asked what the professional services increase was for under customer service. **FD Williams** said there was a postage rate increase, but they also switched vendors from Pinnacle to Infosym. They are paying a little more on emphasis and that is part of it. They are also paying about $800 a month to Pinnacle as a backup. They send an electronic copy of the bills every month. They keep those as a backup. They do not want to go through what they went through the last time there was a major shutdown. They send a large pdf document and we can print out the bills. **Commissioner Robuck** said that makes sense. **FD Williams** said they will maintain that at least another year. **Commissioner Robuck** inquired if there was any success with pushing people over from getting a paper bill. **FD Williams** replied they have had a lot of success there. **CM Minner** wondered what that total number was. **FD Williams** remarked he did not have that number, but almost every Village resident has signed up for it and it is growing. He believes they are over 8,000. **Commissioner Christian** asked if they are still only offering five dollars as an incentive. **FD Williams** answered yes, they receive a five-dollar credit on their first bill. **Commissioner Christian** asked if they thought about doing something once a year since we will save on postage. He thinks the villagers are home more and they are more educated as opposed to the traditional Leesburg residents who get their bills in the mail. He is guilty because he gets his bill in the mail. He does not even open it. Maybe if there was more of an incentive to go online that would help. Five dollars sounds good, but for most people that is not enough to make them change from the traditional way of paying bills. **FD Williams** replied that they have done that a couple times. In fact, anytime somebody comes in they talk to them about it. They have a certain number of customers that just want it mailed. They know the day that bill comes to their house and they are waiting for it. They are either going to write a check or come in. They still have people come in every month. They can provide those numbers. They can do another flyer and put that in with their bill. **Commissioner Robuck**

said that he and Commissioner Christian are both waiting on a better offer to switch over to electronic because he still gets his bill through the mail too.

CM Minner said with Human Resources there was little change with the addition of a new position. **Commissioner Robuck** asked about the professional services increase. **BD McDaniel** answered that ten thousand dollars is for pre-employment drug testing which used to be in the health fund. They put that in the HR fund now. There was an increase for pre-employment background checks and psychological checks. It has all increased. **Commissioner Robuck** questioned with repair of maintenance of equipment what would that be for. It seems to be of a big number for an office. **BD McDaniel** responded that includes online applications. **Commissioner Christian** remarked that he did not talk a lot last year about diversity training. He knows the city manager talked to the insurance company and he worked out something, but he will let the future commission deal with it. **CM Minner** responded that we double checked the numbers and we are spending about ten thousand dollars on diversity training. We are starting some online training and we are hitting that a little harder.

Continuing, with Information Technology this is relatively the same. It also covers Geographic Information Systems. **Commissioner Christian** said he was on Pine Street a few nights ago and when he opened his Wi-Fi the City of Leesburg came up. He wanted to thank staff for creating Wi-Fi spots at area city facilities. **CM Minner** mentioned that we talked about going in that direction. We wanted to do a giant Wi-Fi project, but we are piece milling it as we go. The IT Director and his team get that credit because they are figuring out how to get the hot spots going. **Commissioner Christian** stated it is working.

CM Minner said with Police there was a big increase of half a million dollars. Most of it is in personnel. We do have a little increase in operating expenses, but the operating numbers keep it at that level, which is monumental. **Commissioner Christian** asked if we will have to patrol the new areas of The Villages? **CM Minner** answered we will be required to do that. **Commissioner Christian** inquired if the numbers will be enough to pay for that or will we have to add? **Mayor Pederson** wondered if we are short staffed. He sees an increase in overtime from four to four fifty, so that tells him we are understaffed. **CM Minner** said that if you ask the police chief he would say they are understaffed and if you want to give them more officers he would take them. **Mayor Pederson** mentioned there was no agenda to that question. He just saw the increase in overtime. **CM Minner** stated it is a level of service (LOS) question. We are getting it done with what we have. If we add more officers, would it stop crime, no. If we add more officers, would it take some load off existing officers, yes. The chief remains very picky in a good way with who he promotes and who he hires. That has helped us on the personnel side. We are continually one or two officers down all the time. That number is tough because it is harder to hire officers these days. In fiscal year 2024/2025 with The Villages coming in and with additional growth issues we will be back asking for a few more officers. We have kicked that can down the road. **Mayor Pederson** wanted to know if we were competitive on that pay scale. He knows there were discussions during the last year and we bumped up the pay for starting officers. **CM Minner** said yes, this goes back to the CBA where we did the big increase. It was a five percent with a three percent immediately following. Then five percent October 1st. It was a bump to match what the sheriff's office was paying. **Commissioner Christian** remarked that the sheriff's office complains they cannot keep up because Leesburg talks about paying more. **CM Minner** stated if

the sheriff's office did not bump up, we would not have had to bump up. He has the facts to back that up because when the PBA came to us they said this is what Lake County pays. He had words with his colleagues at the city manager luncheons about how it is really incumbent on us to control costs. Now everybody cries about Apopka and the urban cities of Orlando, even the Orlando sheriff's office. Mount Dora was the first to jack up the numbers. We tried to keep that number down as long as possible until the CBA came to us. This goes back to the question from the mayor on if we are competitive. That goes back to the conversations we had in April where they received a big increase and that was done in about fifteen minutes. We pretty much gave them everything they asked for. **Mayor Pederson** said he remembers the chart and we were below the average. **CM Minner** stated depending on what the PBA does to the other organizations we will go from there. However, today we are okay, tomorrow may be different story. The chief may say he needs more people. Hopefully, by then we will have some of The Villages money to cover the expenses. **Commissioner Robuck** inquired on the police fund. He noticed the fuel cost was up about 20-25%, which is what he expected, but he did not see that across other budgets. With fuel numbers are we confident with all the fuel numbers across the board? **CM Minner** responded they will mess with those numbers. They went high in some spots. **Commissioner Robuck** pointed out that fire was flat. **CM Minner** said they will go back and review those. **Commissioner Robuck** asked at some point would it make sense to look at electric vehicles given we have a utility and the maintenance seems lower. Maybe next year when he does not have to deal with it, it could be looked at. **CM Minner** commented he does not have a good answer for that. Once upon a time we did look at natural gas cars, but that did not pay. There is always a magic number for when gas prices rise above a certain dollar amount per barrel, then it works. What we see when gas prices go up and come down is it never paid to get off the fossil fuel. They are looking at this because someone brought up charging stations. We are looking at that and we are looking at electric. They could be used for administrative type stuff, but the police would not want to go there. **Mayor Pederson** asked if we have a charging station at the police station or in the city. It was mentioned that we had one at city hall years ago. **CM Minner** said there was one here at city hall, but it was removed. There is one at the library. He would have to get with the chief to find out where he would charge the patrol cars. **PC Hicks** replied that would be the garage. **Commissioner Christian** said with the police, fire and recreation impact fees the budget says that was suspended in 2018, are they still suspended? **BD McDaniel** replied they are not suspended. **Commissioner Christian** stated there are zeros for all of them. **BD McDaniel** said we budget what we have or what we will spend. We just put the money in there, but if we have nothing to spend it on we do not budget it for it in reserves. **Commissioner Christian** inquired about the recreation impact fees. **BD McDaniel** answered that we had over $200,000 in banked money. They looked at that today. **Commissioner Christian** mentioned we have talked about the trails, is that money coming from the recreation impact fees? **BD McDaniel** responded a portion of it comes from recreation impact fees and some of it is ARPA money. **Commissioner Christian** stated Commissioner Connell talked about that fund, so if we had recreational impact fees we could say this comes from new home construction. We have $200,000 for new facilities and that may help with deciding what to spend recreational impact fees dollars on. **BD McDaniel** remarked (referring to a chart) for example $708,000 is banked for police impact fees, but we have to use it on expansions, so we are letting that sit. **Commissioner Christian** asked if that would be used for new cars. **BD McDaniel** stated that would be used when we hire new officers. We could purchase new cars and outfit them. We could build a new station. Those are the types of things we could do. If we put in a satellite

station we could do that, but there are certain rules for using impact fees. We let it bank most of the time. **CM Minner** added spending police impact fees is hard. We talked about trying to spend impact fees on the body cams, but that did not workout. **Mayor Pederson** inquired what the main uses were that money could be spent on. **CM Minner** answered new personnel and their equipment. That would be when we purchase new guns, tasers, computers, and new cars. If we built a campus satellite that might be something we could talk about as the southside of Leesburg grows. Right now, it is best to let that money pool. We are trying to be as resourceful as possible for when we are able to tap into that. Expanding police programs is difficult believe it or not. **Commissioner Burry** asked out of curiosity when it comes to a new officer how much does it cost to equip them. **CM Minner** answered about $75,000 in salary for entry level. To include everything, it would be up around $125,000. **Mayor Pederson** said with The Villages expansion that money will come in handy.

With Fire **CM Minner** stated the big note was personnel. We modified the fire department personnel to mirror the police CBA because they go hand in hand. The big issue is the ladder truck. We planned for a pumper trunk, which was put in the budget this year. **FC Mera** said it is their last big need. They plan to seek grant money to switch that out. If they can get the ladder truck using grant money they would be set for the next fifteen years. They try to get at least fifteen to twenty years out of each engine. **CM Minner** said with impact fees they are balancing about $166,000. **Commissioner Robuck** questioned with training it seems to consistently go up. What all does that cover? **FC Mera** stated the problem they have is attracting paramedics. They have now setup an in-house program. They are training EMTs to become paramedics because it has been too hard to hire them.

Public Works, **CM Minner** stated this department has a bunch of different divisions. The street maintenance division remains relatively consistent. With facilities maintenance there is an attribute increase. **BD McDaniel** mentioned with repairs and maintenance we have the weatherization of City Hall and the re-carpeting of the Venetian Center main room. Those are the big ones. **Commissioner Christian** wanted to discuss the Venetian Center. He knows the carpet there looks terrible. He wanted to know what was being planned for replacement. Are we putting in the same type of carpet because it was ruined within three years? Could we look at something more durable that can handle the crowds that come through there? **BD McDaniel** responded the purchasing manager had a few people come through, but it would be a commercial grade type carpet. **CM Minner** added they would definitely beef up that carpet. **Recreation Director (RD) Travis Rima** said they still have to inspect it but they have a general price. With the color, depending on what they pick, that is still to be determined. **Commissioner Christian** commented he understands carpet, but people spill coffee and drinks. It will make the carpet look nasty. He does not know who picked the light color at the Venetian Center, but it looks terrible. Have we thought about something other than carpeting that could be more durable or versatile? Something that would last longer than three years? This carpet only lasted three years and we are replacing it. **CM Minner** remarked that they looked at other materials, but that brings up sound issues. **Public Works Director (PWD) Cliff Kelsey** said they looked at some sound deafening laminate type materials, but they did not feel it would capture enough sound and it may leave an echo in the big room. **Commissioner Christian** stated that whatever carpet is picked out we need to make sure it dark and stain resistant. We need to make sure it is cleaned on a regular basis because it is embarrassing to walk into a city facility and see dirty stains on the carpet.

Also, Commissioner Robuck asked about increasing the rent. If they are paying a thousand dollars to rent a facility with dirty carpet that just reflects bad on us. When groups come in who are irresponsible maybe we should keep their deposit that way we can pay to clean the carpet. It all sounds great, but if we get a lot of irresponsible people in here we are going to be replacing the carpet every three years and we should not be doing that. He will look at the carpet and picture someone spilling their coffee on it. He has the same problem at his church. He has to call Stanley Steamer to come out. They come and clean it and two days later the same stain comes back through. Of course, his building is not as big as the Venetian Center, but that is something we need to be mindful of. **Mayor Pederson** said he thought the idea of the carpet squares was so you could pull them out and replace them. **PWD Kelsey** responded that would not be practical. **Commissioner Robuck** wanted to know more about the weatherization of City Hall. **CM Minner** answered we need to fix the roof, it leaks all the time. **Commissioner Christian** asked if city hall has a flat roof. **PWD Kelsey** replied that it does not. It is leaking between the roof and the swain. The holes in the roof will be easy to patch, but the liner that goes completely around the building is where the rain comes in and seeps down. That is where it is getting through. **Commissioner Christian** wondered how much that is going to cost. **CM Minner** answered it would be expensive. He will bring that cost estimate back to them. **BD McDaniel** answered that they have thirty thousand budgeted for the weatherization of City Hall. **Commissioner Robuck** said he would like to know what is wrong with the parking garage. **CM Minner** said they have about twenty thousand dollars budgeted to make concrete repairs to the parking garage because it is starting to fleck. **Commissioner Christian** asked if there was still a maintenance and cleanup issue at the parking garage where trash and stuff is just being left. **CM Minner** answered yes, we do a reasonable job trying to stay after it, but it is hard. With grounds the biggest expense there is the contracts with the medians. **Commissioner Christian** asked if our crews were able to keep up with what we have in the city. **CM Minner** said we are reasonable. **Commissioner Christian** wonder if they were any issues with hiring and maintaining staff in this department. **PWD Kelsey** responded they have about a 23% vacancy. **Commissioner Christian** joking, asked what he would contribute that to, working in the hot sun, the pay or the super mean supervisor? **PWD Kelsey** laughed and said it would be all the above.

Moving onto Community Development, which covers Planning and Zoning **CM Minner** said this reflects the changes and increases in the staff. We have more money in the budget for the comprehensive plan. We put one hundred thousand dollars in there and that mixes with the fifty thousand dollars. The comprehensive plan RFP is out as we speak. We put one hundred and fifty thousand dollars in the budget total to do that and we will spend every penny of that. **Commissioner Christian** said he previously asked about this department creating a list of what is happening in Leesburg. As he was driving by the Dairy Queen he saw construction and he wondered what was going on there. **CM Minner** responded they started down that road and he will get back with Mike Andrews on that. **Commissioner Christian** said even if it was once a month. If they could be notified with what was happening in Leesburg that would be great. There are times when they are asked about what is being built and they cannot answer. He was asked about what was going in behind the Dairy Queen and he had to say he did not know. That is kind of silly. He has to email the city manager to find out. **CM Minner** said that was his fault it stalled out on his desk. IT was working on it and it came to his desk. He did not quite like it, but he got sidetracked. **Commissioner Christian** said he would not care about a little green line at

the bottom, it does not have to be perfect. Would planning and zoning be able to keep up with it? **CM Minner** replied this would be more of an IT thing.

Housing **Commissioner Christian** asked what will be happening in Housing now that Ken Thomas has transferred to a new community. Will there be any good things happening? **CM Minner** replied at this point Sandra Wilson is still getting her feet wet. He did not want to inundate her right off the bat. We have a few meetings coming up and there will be a transition there. However, we will be okay.

Continuing, the Library has stayed pretty consistent. **Commissioner Robuck** asked what was under contract services. **BD McDaniel** answered that would be janitorial. **Commissioner Christian** said last year we talked about doing some things behind the library, did that get shelved or did we bring that back up? He remembers talking about doing something in the back. **BD McDaniel** stated that was all taken out of the budget. **CM Minner** confirmed it was all taken out. He asked how much in total was taken out of the budget. **Mayor Pederson** commented that he thought it was taken out because of the homeless problem behind the library. **CM Minner** said it was partially due to the homeless and the money. What we kept in the budget was fixing the partisan wall. **Commissioner Christian** asked how the library was going. Is it just status quo or are people coming in and renting books? Are there any new projects, programs or ideas coming up? **CM Minner** replied that the library director continues to have pretty good circulation. She would eventually like to revisit the issues that were cut out. If the commission really presses her she would probably say she wants a library expansion and possibly a new site in South Leesburg. **Commissioner Christian** said, oh wow, okay. He asked with Beacon College how does that affect the library? Does that put a strain on the library? **Library Director (LD) Lucy Gangone** said they use the library and they volunteer there. They had a few good interns and they have a good relationship with them. **Commissioner Christian** said with them coming in here, is there anything she foresees that we could do to help enhance the relationship for a usership of the library? **LD Gangone** responded they are building on that relationship as much as they can.

CM Minner remarked moving on to Recreation. **BD McDaniel** pointed out in programs they pulled out the Aquatics portion. They will see a decrease there. They now have Aquatics as a separate item.

CM Minner stated Aquatics changed about one hundred thousand dollars. That one hundred thousand dollars is the cost for operating the pool. **Commissioner Robuck** asked on the operating expenses in 2020 we went from ninety-six to one hundred and fifty-eight. He thought that was mostly due to chemicals. Now we are going down, but we are only going down to one hundred and thirty-four. Why is that? What is causing that to stay elevated above the pre-aquatic? **CM Minner** answered that we are still taking a shot in the dark on a full year of operations. With the delay of getting the pool open we do not know what the real operational numbers will be. We guessed with the electric and chemicals. **RD Rima** mentioned that chemicals have skyrocketed. You will see that across all utilities. **Commissioner Robuck** wanted to know if there are chemical costs that are not in aquatics that are still in recreation? **RD Rima** stated on the recreation side that would be Phoenix chemical fuel field. **Commissioner Robuck** wanted to confirm that we were still having the increase from the prior. **CM Minner**

pointed out for clarification that the operations Commissioner Robuck was talking about are field chemicals. When you go into the new aquatics division there is some goofiness, because we do not know enough yet to know what those operations are. **Commissioner Christian** asked with contract services what is included because we took out almost one hundred thousand dollars between 2021/2022. On page 160, under contract services, aquatics. **RD Rima** replied that would be the Allison Strange service contract. **Mayor Pederson** asked if we were budgeting to keep the pool open year-round? We had a limited discussion on it a few months back. **CM Minner** answered that they did not. **Mayor Pederson** inquired how many months out of the year are we projecting the pool to be open? **CM Minner** responded the biggest thing with being open year-round is we would need professional full-time staff. We dug into a full-time lifeguard's salary and that was thirty to forty thousand dollars. We would need one or two of them plus other stuff. **Mayor Pederson** remarked that he threw that out there for discussion since we spent all this money on the pool. **CM Minner** added we have the two sixty-seven sitting there. There are other places to fund and we do not think having a full-time pool would be great. However, it is not an easy answer and there are some other things to consider. It may be something we want to look at after being open, but we would need to come up with tighter numbers. We could come up with tighter numbers for discussion over the summer and come back with a better estimate. He could put that in the budget. It would give him more time to run those numbers up. **Mayor Pederson** wanted to know how many months out of the year we are open now. **RD Rima** answered they have expanded a lot. The pool is open from early March through November. They have swim classes during the week and on weekends. They will keep the pool open as long as it is warm. **Commissioner Christian** remarked with this being the first year we can always build on it. We talked about having competition swimming, is that still part of it? **CM Minner** answered yes, we do accommodate for that. **Mayor Pederson** wanted to clarify that the pool is open and that Leesburg High School and their coaches could use it. **CM Minner** replied yes. **Mayor Pederson** mentioned there were some complaints about people wanting it open year-round. **CM Minner** remarked it was one letter. **Commissioner Christian** asked with the pool being closed from December to February, is that just for open swimming. **RD Rima** answered yes, it would be closed to open swimming. **Mayor Pederson** said that sounds reasonable. **Commissioner Christian** said he was good with seeing what happens during the first year. The second year if people come knocking on the doors we can adjust the schedule. **Commissioner Robuck** wanted to go back to the Alison Strange contract. Is staff not recommending to keep that program? **CM Minner** answered we need to come back and revisit that. That may have been overlooked. **Commissioner Burry** asked if that was for the contract services? **CM Minner** replied yes. **Commissioner Robuck** said it seems a lot of stuff is coming to the city. **CM Minner** answered at least on the baseball side for now, so that may be a number we need to revisit. **Commissioner Christian** said as we talk about Sleepy Hollow and Susan Street with the construction, would that affect the staffing program as it relates to the adequate staff we have now? **CM Minner** replied not for fiscal year 2023, but in fiscal year 2024/2025 that may be a different story.

With the Marina we budgeted a five percent increase. There is about two hundred and seventy-eight thousand dollars in recreation impact fees available. **Commissioner Robuck** asked what we could use those for. **CM Minner** replied the evergreen change order that might be coming. New construction, new facilities, obviously a change order at the pool, the teen center, but the

first thing that comes to mind is the Sleepy Hollow/Susan Street project and we will have those discussions. However, he would not spend any of it.

CIVIC FUNDING:

CM Minner stated this fund is paid out of solid waste. It is the same organizations and same levels, which have been directed by the commission.

Leesburg Partnership	$38,710
Leesburg Art Festival	$10,670
Boys and Girls Club	$5,000
Leesburg Area Chamber of Commerce	$5,000
Community Development Corporation	$3,880
Melon Patch Players Community Theater	$5,500
Leesburg High School Band	$1,455
Cemetery	$111,760

Commissioner Robuck asked about civic funding he is not against doing it, but with the Partnership's number we came up with that number for Bikefest. It used to be that we gave them a smaller amount and then we forgave services. We then said no, we were not forgiving services and we were going to write a check. Now, Ms. Smalley could correct him if he is wrong, but there was discussion amongst the board about what Bikefest should look like in the future and that has not been totally decided. **Joanie Smalley**, Leesburg Partnership, said right now they are working on their budget for Bikefest. **Commissioner Robuck** said if there is a full-on Bikefest he would have no problem with this. If there is no full-on Bikefest he would say come back with a plan on why you need this sum of money as opposed to the ten thousand dollars that everyone else gets. He is not opposed to setting this aside because if there is no three-day Bikefest what else would they use this money for. **CM Minner** recommended keeping the numbers where they are. We still have some of July, August and September before this comes before the commission for approval. That leaves about ninety days for the Partnership to talk. During the first part of October when we send out the contracts to the organizations asking them to provide certain information in order to receive the checks, that might be when we want to put in some modifiers. **Commissioner Robuck** commented he was not saying to do or not. They need to tell us where else they would spend that money. **CM Minner** said either we program the money or it will stay in solid waste. **Mayor Pederson** commented with the Leesburg High School Band, was that not for a one-time trip that they took somewhere? **Commissioner Burry** said yes, it was a trip to New York City. **CM Minner** said that was how it was started. **Mayor Pederson** thought it was a small number and that money could be given to another nonprofit. **CM Minner** said if that was the commissions pleasure they could scratch it. **Commissioner Christian** mentioned to Ms. Smalley that he would like a bigger Bikefest. He hopes she comes up with a plan where they have a bigger Bikefest. We need to be the premier three-day Bikefest of the country. He told her to tell the board that they have his support to go bigger. She is not to go smaller, go bigger. **CM Minner** stated that covered tonight's presentation of the general fund.

Commissioner Christian asked if at the next meeting could we talk about setting aside some money for downtown businesses and building renovations. Could there be some discussion on

where we are with that. **CM Minner** answered we set aside a million dollars for that project and we have spent zero. We had a couple people knock on the door and there was some interest with a building on Second Street that Mr. Frost owns. That did not occur, the buyer ended up buying another building downtown on Fifth Street and Magnolia. He would be eligible there and he has some very good plans. He knows he will be asking for some funds to fix that building. He wants to open it up as office space. The owner of the bank on Main Street next to the Palace, that owner has contacted him. He encouraged him to continue working with Summit Construction to do some numbers on that building, because that would be a pretty big renovation project. He is putting together construction numbers and a plan because it will be a great project. He is talking about a multi-use project. He has a few more months of homework to do. He will not take those numbers off the book. We have done a reasonable job marketing the project and we will continue to market it. We need to give it more time before it is unallocated. **Commissioner Christian** asked how much is Mr. Frost asking price? **CM Minner** replied that he did not know. He does not recall what he purchased that for. He knows the building on Third Street has good bones, but they are cracked. There are a lot of electrical and plumbing issues with the old buildings downtown. They all have significant issues. For example, the one at Fifth Street and Market Street, the sewer actually runs back underneath Turner's and comes out in the middle of the alley. They are working with that guy to separate it. They want to make it where he does not connect underneath the building. They would like it to pop out and build a line to the manhole just south of their location. These are the things that make keeping that grant really important. Some of these projects are really neat. However, we have some really crazy infrastructure issues. They are typically a private issue, but we need to continue this and keep that money there. **Commissioner Christian** wondered if the local realtors know about the program. **CM Minner** said yes. He informed the commission that at the next meeting, they would get into the CRAs, discretionary sales tax, gas tax, building, housing assistance, debt service, and capital projects along with electric and gas.

ADJOURN:

The meeting adjourned at 7:00 p.m.

_____
Mike Pederson, Mayor

ATTEST:

_____
J. Andi Purvis, City Clerk

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: August 22, 2022

From: Mike Thornton, (Purchasing Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Fixed Unit Price Agreement with J Walton Mowing, Inc.; and providing an effective date.

Staff Recommendation:
Staff recommends awarding Invitation for Bid (IFB) 220271 to J Walton Mowing, Inc. and approval of the resolution authorizing execution of the Agreement for Fixed Unit Price with Agriculture Construction Services, LLC for Airport Mowing. The estimated annual cost is $62,166.00.

Analysis:
Initially, the airfield mowing was contracted to another organization. Beginning in Fiscal Year 2013, the Airport Mowing was conducted by a full-time position (Airport Maintenance Technician), who was responsible for the airfield mowing in its entirety. The position became vacant November 2021, in which the Procurement Division issued a formal solicitation to procure an annual services airfield mowing contract rather than fill the current vacancy due to labor shortages. In February of 2022, the contract was awarded to another contractor who is no longer mowing the property.

Procurement Analysis:
The Procurement Division issued Invitation for Bid 220271 on July 19, 2022. On August 11, 2022 the City received two (2) bid responses. As indicated by the Summary of Bids, J Walton Mowing, Inc. submitted the most favorable unit price. Staff evaluated the bid submitted by J Walton Mowing and deemed the firm to be the lowest responsive and responsible bidder. J Walton Mowing is reputable and previously conducted the services for the City of Leesburg Airport. References were requested from the organizations and positive responses were received.

The agreement is a fixed unit price annual requirements agreement. The initial term of the agreement expires on September 30, 2025 and includes a provision for additional extension periods not to exceed an aggregate of three (3) additional years.

SUMMARY OF BIDS

Vendor Name	Annual Quantity	Unit Cost (per Cut)	Estimated Annual Cost
J Walton	13 Cuts	$4,782.00	$62,166.00

Mowing, Inc. Aero Groundtek, LLC13 Cuts	$16,690.00	$216,970.00

Options:

1. Approve award of IFB 220271 and approval of the resolution authorizing execution of the agreement with J Walton Mowing, Inc.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

This is an increase from the previously awarded contract and may require a budget adjustment if the overage cannot be covered by the current budget.
Account No. 048-8021-542.46-25

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A FIXED UNIT PRICE AGREEMENT WITH J WALTON MOWING, INC.; 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 J WALTON MOWING, INC. whose address is PO Box 1526, 9330 County Road 765E, Webster, Florida 33597, for Airport Mowing (IFB 220271).

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 22nd day of August 2022.

_____
Mayor

ATTEST:

_____
City Clerk

FIXED UNIT PRICE
LARGE AREA MOWING SERVICES AGREEMENT

THIS AGREEMENT is made as of the 22nd day of August in the year 2022, between **THE CITY OF LEESBURG,** a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 ("CITY"), and **J WALTON MOWING, INC**. whose address is Post Office Box 1526, 9330 County Road 765E, Webster, Florida 33597 ("CONTRACTOR").

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

1. Contract Documents.

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

a. This Agreement; and
b. Solicitation Package for Invitation for Bid (IFB) 220271 – Airport Mowing; and
c. The CONTRACTOR'S response to IFB 220271 made electronically on August 11, 2022 at 8:10:58 AM.

2. Scope of Services.

The CONTRACTOR shall furnish the following services generally described as **"AIRPORT MOWING"** to the CITY as listed in Invitation for Bid 220271. Nothing herein shall limit the CITY'S right to obtain bids or proposals for services from other contractors for same or similar work.

a. Additional Services – The CONTRACTOR, when requested by the CITY, may provide services not specifically listed in the Contract Documents but are considered to be similar services that could be provided under

this Agreement. Additional Services shall be considered off contract and the CONTRACTOR will provide the CITY a cost proposal prior to work beginning. The City representative must approve proceeding with the Additional Services.

b. Adjustment of Services – The CITY may increase or decrease the number of cuts during any given twelve (12) month period. This increase or decrease may be due to seasonal growing conditions. Should the CITY decrease the number of cuts or eliminate a cut, the CONTRACTOR will not be compensated for the eliminated cut or cuts. Should the CITY add and additional cut or cuts, the CITY will compensate the CONTRACTOR at the per cut unit cost.

3. Firm Fixed Unit Price.

The Unit Price for the Services provided under this Agreement will be fixed at the unit price (cost per cut) stated in **Attachment 'A'**. This Unit Price will be firm for the initial period of the Agreement.

The Unit Price for the Services will not exceed this amount unless the CITY has executed an Amendment to the Agreement approving an increase. Said price includes all labor, equipment, materials and delivery.

Increases may be requested by the CONTRACTOR as stipulated in the Cost Adjustment clause in this Agreement.

4. Term and Termination.

The initial term of this Agreement shall be from date of award through September 30, 2025, and includes an option to renew the agreement for an additional period not to exceed an aggregate of three (3) additional years or until the terms and conditions of this Agreement, including, but not limited to, its Scope of Services, have been completed, whichever occurs first, as determined by the CITY. All or part of this Agreement may be terminated by the CITY for its convenience on fifteen (15)

days written notice to the CONTRACTOR. In such event, the CONTRACTOR will be entitled to compensation for services competently performed up to the date of termination.

5. Cost Adjustment.

Pricing for any Renewal Terms will be subject to an adjustment only if increases in the industry can be documented. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year.

The CONTRACTOR is responsible for requesting any Price Adjustment during the Contract renewal process. Any requested price increase shall be fully documented and submitted to the CITY at least sixty (60) days prior to the then current Contract term. Any approved Price Adjustment will become effective when the Contract is extended by written Amendment.

The CITY may, after examination, refuse to accept the requested Price Adjustment if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the Agreement will not be renewed.

6. Termination for Convenience.

The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with FIFTEEN (15) calendar days advance notice in writing. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written termination notice.

7. Termination for Default.

If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY shall thereupon have the right to terminate this Agreement by providing a written notice (show cause notice) to the CONTRACTOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY's show cause notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONTRACTOR's response. Should the CONTRACTOR fail to respond to such show cause notice, or if the CITY determines that the reasons provided by the CONTRACTOR for failure of the CONTRACTOR to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the show cause notice. Should the CITY determine that the CONTRACTOR provided adequate justification that a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CONTRACTOR shall, at the option of the CITY, become CITY property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement, and the CITY may withhold any payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined.

In case of default by the CONTRACTOR, the CITY may procure the services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. The CITY reserves the right to require a performance bond or

other acceptable alternative performance guarantees from the successor CONTRACTOR without expense to the CITY.

In addition, in the event of default by the CONTRACTOR under this Agreement, the CITY may immediately cease doing business with the CONTRACTOR, immediately terminate for cause all existing Agreements the CITY has with the CONTRACTOR, and debar the CONTRACTOR from doing future business with the CITY.

Upon the CONTRACTOR filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the CONTRACTOR, the CITY may immediately terminate, for cause, this Agreement and all other existing agreements the CONTRACTOR has with the CITY, and debar the CONTRACTOR from doing future business with the CITY.

The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the CITY is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the CITY may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the CITY from any other party to the Agreement.

8. Use by Other Entities (Piggyback).

This Agreement is intended to apply for the benefit of governmental entities as though they were expressly named throughout the Contract Documents. Each entity may purchase from the CONTRACTOR under the same terms and conditions of the Agreement with the City of Leesburg, in accordance with each entity's respective

laws and regulations. Individual using entities will be responsible for their product ordering and payment of invoices.

9. Labor and Materials.

The CONTRACTOR shall furnish all labor, material, and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the CITY's representative.

10. Insurance.

The CONTRACTOR will maintain throughout this Agreement the following insurance:

a. The original of each such policy of insurance, or a complete duplicate, shall be delivered to the CITY by CONTRACTOR prior to starting work, together with evidence that the premiums have been paid.
b. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."
c. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractor's work.
d. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
e. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR'S interests or liabilities, but are merely required minimums.
f. All liability insurance, except professional liability, shall be written on an occurrence basis.

g. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
h. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.
i. Except for works' compensation and professional liability, the CONTRACTOR'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.
j. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:

City of Leesburg
Attention: Mike Thornton, Purchasing Manager
P.O. Box 490630
Leesburg, Florida 34749-0630

k. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
l. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
m. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.

n. The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR'S liability coverage(s).

11. Indemnification.

The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of CONTRACTOR under this Contract; or the negligence of the CONTRACTOR in the performance of its duties under this Contract, or any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall defend, indemnify, and save harmless the CITY or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR'S duties under this Contract, or through the negligence of the CONTRACTOR in the performance of its duties under this Contract, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants.

12. Codes, Laws, and Regulations.

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

13. Permits, Licenses, and Fees.

CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services.

14. Public Records Retention.

CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the

services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes.

CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

IF THE CONTRACTOR HAS QUESTIONS REGADING THE APPLICATION OF CHAPTER 119, FLORDIA STATUTES TO THECONTRACTOR'S DUTY TO PROVIDE PUBLIC RECOREDS RELATINGTO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLICRECORDS AT 352-728-9731, 501 W. MEADOW STREET, LEESBURG, FLORIDA 34748.

15. Access to Records.

CONTRACTOR will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination by the CITY during CONTRACTOR'S normal business hours. Said records will be maintained for a period of three (3) years after the date of the invoice.

16. Contingent Fees Prohibited.

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

17. Acceptance of Goods or Services.

The goods delivered as a result of an award from this solicitation shall remain the property of the CONTRACTOR, and services rendered under the Agreement will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or services(s) is (are) accepted by the CITY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or Agreement may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the CITY reserves the right to terminate the solicitation or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the CITY under this clause. The CITY will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the CITY on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the CITY in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the CONTRACTOR by the CITY for any contract or financial obligation.

18. Payment.

All invoices shall contain the purchase order number, date and location of delivery provided quantity of services, CITY pay item number, item description and confirmation of acceptance of the delivery by the appropriate CITY representative. Failure to submitted invoices in the prescribed manner will delay payment. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

19. Ownership of Documents.

All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CONTRACTOR (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the CONTRACTOR shall in no way be liable or legally responsible to anyone for the CITY'S use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the CONTRACTOR.

20. Independent Contractor.

The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits

provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

21. Assignment.

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

22. No Third-Party Beneficiaries.

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

23. Jurisdiction.

The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

24. Force Majeure.

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities

under this contract, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

25. Non-appropriation.

The CONTRACTOR understands and agrees that this Contract is subject to the availability of funds to the CITY to purchase the specified products/services. As used herein, a "nonappropriation" shall be defined as an occurrence wherein the CITY, in any fiscal period, does not allocate funds in its budget for the purchase of the specified products/services or other amounts owed pursuant to this Contract, from the source of funding which the CITY anticipates using to pay its obligations hereunder, and the CITY has no other funds, from sources another than ad valorem taxes, which it deems to be available to pay its obligations under this Contract. The CITY may terminate this Contract, with no further liability to the CONTRACTOR, effective the first day of a fiscal period provided that:

a. A non-appropriation has occurred, and
b. The CITY has provided the CONTRACTOR with written notice of termination, not less than fifteen (15) days before the proposed termination date. Upon the occurrence of such nonappropriation the CITY shall not be obligated for payment for any fiscal period for which funds have not been appropriated.

26. Contact Person.

The primary contact person under this Agreement for the CONTRACTOR shall be ROGER MARLOW, Superintendent. The primary contact person under this Agreement for the CITY shall be TRACEY DEAN, Airport Manager.

27. Approval of Personnel.

The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement. If

CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

28. Disclosure of Conflict.

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

29. Risk of Loss.

The CONTRACTOR assumes the risk of loss of damage to the CITY's property during possessions of such property by the ONTRACTOR, and until delivery to, and acceptance of, that property to the CITY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the CITY, whether the loss or damage results from acts or omissions (negligent or not) of the CONTRACTOR or a third party.

The CONTRACTOR shall indemnify and hold the CITY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the CITY when applicable, and shall pay all costs and judgments which may issue thereon.

30. Employment Eligibility.

The CONTRACTOR is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of al newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the

subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, of if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than TWENTY (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of ONE (1) year after the date of termination.

31. Illegal Alien Labor.

CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor is following the terms stated within. The CONTRACTOR nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONTRACTOR agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

All cost incurred to initiate and sustain the aforementioned programs shall be the responsibility of the CONTRACTOR. Failure to meet this requirement may result in termination of the Agreement by the CITY.

32. Counterparts.

Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid

signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

33. Authority to Obligate.

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

[*Signature page follows.*]

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

J WALTON MOWING, INC.

_____

_____

Title

THE CITY OF LEESBURG, FLORIDA

_____

Mike Pederson, Mayor

ATTEST:

_____

J. Andi Purvis, City Clerk

Approved as to form and content:

_____

William Watson, City Attorney

ATTACHMENT 'A'

A.1. Unit Price Per Cut

Service Description	Qty	Unit Cost Per Cut	Extended Cost (Annual)
Airport Airside Area Mowing	13 Cuts (all areas)	$4,782.00	$62,166.00

A.2. Mowing Frequency

Contractor shall mow all areas thirteen (13) times each year according to the following schedule:

MONTH	NUMBER OF CUTS
January	0
February	1
March	1
April	1
May	1
June	2
July	2
August	2
September	1
October	1
November	1
December	0

ATTACHMENT 'B'
FEDERAL CONTRACT PROVISIONS

GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Title VI Solicitation Notice:

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    a. Withholding payments to the contractor under the contract until the contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to

ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor* | *consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor* | *consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

SUMMARY OF BIDS

Invitation for Bid 220271

Bidder Name	Annual Quantity	Unit Cost (per Cut)	Estimated Annual Cost
J Walton Mowing, Inc. Webster, Florida	13 Cuts	$4,782.00	$62,166.00
Aero Groundtek, LLC Ocoee, Florida	13 Cuts	$16,690.00	$216,970.00

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.B.2.

Meeting Date: August 22, 2022

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

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement with Halff Associates, Inc. for professional services related to US 27 Water Main Installation for an amount not to exceed $331,376.75; and providing an effective date.

Staff Recommendation:
Staff recommends awarding Request for Qualifications (RFQ) 220203 to Halff Associates, Inc. and approval of the resolution authorizing execution of the Agreement for Professional Design Services.

Analysis:
US Highway 27 is a major arterial traversing the south side of the City. The FDOT has future projects forecasted to resurface several sections of this road within the next five years. The City must add a water main, in addition to the existing service, to facilitate population growth in that area of the City. Professional engineering design services are needed for placement of the water utilities within the US Highway 27 right of way from Middlesex Road to the intersection at CR 48.

Procurement Analysis:
The Procurement Division issued Requested for Qualifications (RFQ) 220203 in accordance with Florida Statute 287.055 – Consultants Competitive Negotiation Act (CCNA) that regulates the process that government entities must use to select and contract with an engineer or architect.

The City received six (6) responses to the RFQ. Following evaluations by the Evaluation Committee, the following consensus ranking was established.

1. Halff Associates, Inc.
2. Jones Edmunds and Associates, Inc.
3. CPH, Inc.
4. Dewberry Engineers, Inc.
5. OM Engineering Services
6. Chen Moore and Associates

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

Options:

1. Award RFQ 220203 to Halff Associates, Inc. and approve the resolution authorizing execution of the Professional Services Agreement as present; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Funds are budgeted and available in the current Water Capital Projects budget.

Account No.	043-3099-533-6310
Project No.	430002
WF No.	WF1410576
Requisition	54673
Budget	$500,000.00
Available	$499,882.58

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH HALFF ASSOCIATES, INC. FOR PROFESSIONAL SERVICES RELATED TO US 27 WATER MAIN INSTALLATION FOR AN AMOUNT NOT TO EXCEED $331,376.75; 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 Halff Associates, Inc. whose address is 902 North Sinclair Ave. Tavares, Florida 32778 for professional design services on the US27 watermain upgrade pursuant to Request for Qualification 220203.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 22nd day of August 2022.

_____
Mayor

ATTEST:

_____
City Clerk

AGREEMENT FOR PROFESSIONAL

DESIGN SERVICES

THIS AGREEMENT is made as of the **22nd** day of **August** in the year **2022**, between **THE CITY OF LEESBURG**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **HALFF ASSOCIATES, INC.** whose address is 902 North Sinclair Avenue, Tavares, FL 32778 (hereinafter referred to as "PROFESSIONAL").

WHEREAS, the CITY issued Request for Qualifications (RFQ) 220203 to contract with a qualified professional or firm to provide professional engineering services to design the installation of the US-27 Water Main;

WITNESSETH:

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

1. **CONTRACT DOCUMENTS**

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

a. This Agreement; and
b. Request for Qualifications (RFQ) 220203 in its entirety; and
c. PROFESSIONALS response to RFQ 220203 made electronically April 27, 2022 at 2:51:39 PM EST; and
d. Civil Engineering and Surveying Services Proposal/Agreement – Included here as Attachment 'A'; and

2. **SCOPE OF SERVICES**

The PROFESSIONAL shall furnish the services described in Attachment 'A'. Nothing herein shall limit the CITY'S right to obtain proposals or services from other professionals for similar projects.

3. **PAYMENT**

The PROFESSIONAL shall perform the Services for a total price not to exceed **$331,376.75**. The cost of these services shall not exceed this amount unless the CITY has executed a written change order or extra work authorization approving an increase in cost.

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

4. **TERM OF AGREEMENT**

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

5. **TERMINATION**

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

a. **For Convenience**

i. The CITY may, by written notice to the PROFESSIONAL, terminate this Agreement for its convenience and without cause or default on the part of PROFESSIONAL. Upon receipt of the notice of termination, except as explicitly directed by the CITY, the PROFESSIONAL must immediately discontinue all services affected.

ii. Upon termination of the Agreement, the PROFESSIONAL must deliver to the CITY all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the PROFESSIONAL under this contract, whether complete or partially complete.

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

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

b. **Termination for Default**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

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

addition to any other rights and remedies provided by law or under this agreement.

i. **Termination by Owner**: The CITY may terminate this Agreement in whole or in part, for the failure of the PROFESSIONAL to:
   1. Perform the services within the time specified in this contract or by CITY approved extension;
   2. Make adequate progress so as to endanger satisfactory performance of the Project;
   3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

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

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

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

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

ii. **Termination by Professional:** The PROFESSIONAL may terminate this Agreement in whole or in part, if the CITY:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the PROFESSIONAL in accordance with the terms of this Agreement;
3. Suspends the Project for more than one-hundred eighty (180) days due to reasons beyond the control of the PROFESSIONAL.

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

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

6. **INSURANCE**

The PROFESSIONAL will maintain throughout this Agreement the following insurance:

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

b. The original of each such policy of insurance, or a complete duplicate, shall be delivered to CITY by PROFESSIONAL prior to starting work, together with evidence that the premiums have been paid.

c. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."

d. The PROFESSIONAL shall require its subconsultants or subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractor's work.

e. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
f. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the PROFESSIONAL'S interests or liabilities, but are merely required minimums.
g. All liability insurance, except professional liability, shall be written on an occurrence basis.
h. The PROFESSIONAL waives its right of recovery against the CITY to the extent permitted by its insurance policies.
i. Insurance required of the PROFESSIONAL, or any other insurance of the PROFESSIONAL shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.
j. Except for workers' compensation and professional liability, the PROFESSIONAL'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.
k. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:

City of Leesburg
Attention: Mike Thornton, Purchasing Manager
P.O. Box 490630, Leesburg, Florida 34749-0630

l. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
m. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.

n. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.

o. The PROFESSIONAL, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the PROFESSIONAL' S liability coverage(s).

7. **INDIVIDUAL LIABILITY**

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

8. **INDEMNIFICATION**

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

9. CODES, LAWS, AND REGULATIONS

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

10. PERMITS, LICENSES, AND FEES

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

11. ACCESS TO RECORDS

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

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

12. PUBLIC RECORDS RETENTION

PROFESSIONAL shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by PROFESSIONAL herein. PROFESSIONAL shall provide the public with access to public

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

IF THE PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-728-9731, 501 W. MEADOW STREET, LEESBURG, FLORIDA 34748.

13. **CONTINGENT FEES PROHIBITED**

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

from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

14. OWNERSHIP OF DOCUMENTS

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

15. INDEPENDENT CONTRACTOR

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

16. **ASSIGNMENT**

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

17. **NO THIRD-PARTY BENEFICIARIES**

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

18. **JURISDICTION**

The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

19. **CONTACT PERSON**

The primary contact person under this Agreement for the PROFESSIONAL shall be Michael Scullion, Project Manager (email: mscullion@halff.com). The primary contact person under this Agreement for the CITY shall be Cliff Kelsey, Public Works Director (email: cliff.kelsey@leesburgflorida.gov).

20. **NOTICES**

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

To the PROFESSIONAL:

Halff Associates, Inc.

Attn: Michael Scullion

Project Manager

902 North Sinclair Ave.

Tavares, FL 32778

Email: mschullion@halff.com

850-848-9423

To the CITY:

City of Leesburg

Attn: Mike Thornton, CPPO – Purchasing Manager

501 W. Meadow Street

Leesburg, FL 34748

21. **APPROVAL OF PERSONNEL**

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

22. **EMPLOYMENT ELIGIBILITY**

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

23. **SUBCONTRACTORS**

The CITY reserves the right to approve all subcontractors for services performed under this Agreement. Responsibility for the performance of the contract remains with the PROFESSIONAL exclusively. Subcontractors may be added to this contract during the contract period only with prior written permission from the CITY.

24. **DISCLOSURE OF CONFLICT**

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

25. **COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which may be considered an original, but all of which together shall constitute but one and the

same instrument. This Agreement when signed by a party may be delivered by electronic mail or facsimile transmission with the same force and effect as if the same were an executed and delivered original, manually-signed counterpart.

26. **AUTHORITY TO OBLIGATE**

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

[*Signature page follows*]

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

HALFF ASSOCIATES, INC.

_____

_____

Title

THE CITY OF LEESBURG, FLORIDA

_____

Mike Pederson, Mayor

ATTEST:

_____

J. Andi Purvis, City Clerk

Approved as to form and content:

_____

William Watson, City Attorney

Via Email

August 4, 2022

Aaliyah Davis, MBA, FCCM, NIGP-CPP
Senior Buyer
City of Leesburg

RE: RFQ No. 220203 City of Leesburg US 27 Water Main Installation

CIVIL ENGINEERING AND SURVEYING SERVICES PROPOSAL/AGREEMENT

Halff Associates, Inc. is pleased to submit this Proposal to the City of Leesburg for professional services related to the US 27 Water Main Installation advertised under RFQ N0. 220203. The project includes design of a 16" water main in the right of way of US 27 from south of Middlesex Road to south of County Road 48. The proposed water main is anticipated to be located on the eastern side of US 27, between the eastern edge of pavement and the eastern right of way line. The following tasks are proposed as part of the project:

TASK 100 UNDERGROUND UTILITY LOCATES

Halff will contract with Precise Locating Services, Inc. to obtain underground utility locations along the proposed project route. Precise Locating Services, Inc. will provide technicians, equipment and tools to designate the horizontal positions of Water, Force Main, Gas, CCTV, Telephone, and other buried utilities along the approximately 18,100 LF.

FEE: $60,225.00

TASK 200 ROUTE SURVEY

Halff will prepare a Route Survey for engineering design of the water main. The limits are as noted above, an approximate length of 18,000 LF beginning at the intersection of US 27 and CR 48 to the intersection of US 27 and Middlesex Road. It is understood that adequate topographic coverage will be collected from the Eastern edge of pavement to the Eastern right of way line of US 27. The survey will include spot elevations to determine 1-foot contour intervals. The survey will also include establishing the public rights of way. All surface improvements will be located within the right of way including any ditches, evidence of utilities flagged or marked, above ground utilities, driveways, sidewalks, mailboxes, fences and trees. Invert elevations on existing sewer manholes and storm structures will be measured and shown on the survey. In areas within right of way under water, the bottom and top of water elevation will be established. Soil borings will be staked as required by the geotechnical engineer.

FEE: $104,421.00

TASK 300 GEOTECHNICAL EVALUATION

Halff will subcontract with Andreyev Engineering, Inc. to perform a geotechnical investigation along the proposed water main route. The geotechnical investigation will include thirty machine auger borings to a depth of 10 feet, and seven machine auger

borings to a depth of 25 feet adjacent to surface water crossings. The data obtained from the borings will be used to prepare a geotechnical report including the results of the soil investigations in profile form, evaluation of encountered conditions, estimation of the seasonal high groundwater level, and recommendations for pipeline bedding.

FEE: $10,833.63

TASK 400 ENVIRONMENTAL EVALUATION

Halff biologists will conduct an environmental evaluation field review of the proposed pipeline corridors for the purpose of evaluating wetland limits, habitat conditions, and the potential occurrence of any species considered Endangered, Threatened, or of Special Concern by the Florida Fish and Wildlife Conservation Commission (FWC) under Chapter 68A-27 F.A.C. of the US Fish and Wildlife Service (USFWS) under 50 CFR 11-12.

FEE: $10,818.00

TASK 500 UTILITY ENGINEERING DESIGN

Halff will prepare engineering drawings and specifications for the proposed water main. Progress submittals will be provided at the 30%, 60%, 90%, and 100% design milestones, along with an opinion of probable construction cost. The water main design will meet all FDEP, City of Leesburg, and FDOT design standards. It is anticipated that the bulk of the water main will be constructed via open trench. However, due to environmental constraints, it is anticipated that several portions will need to be installed via horizontal directional drill. Specifications will be prepared in the 16 Division CSI format. Front end Division 0 specifications will be provided by the City's Purchasing Department. Internal quality assurance and quality control activities for the waterline design are included in this Task.

FEE: $57,555.00

TASK 600 UTILITY PERMITTING

Halff will prepare the Florida Department of Environmental Protection "Notice of Intent to Use the General Permit for Construction of Water Main Extensions for PWSs," and make submittal to FDEP along with the required supporting documentation. Half will also submit the Florida Department of Transportation Right of Way Utilization Permit Application within FDOT's OneStop Permitting System. Halff will respond to Requests for Additional Information received from both FDEP and FDOT.

The City of Leesburg will pay the applicable permit application fees.

FEE: $21,792.72

TASK 700 PROJECT ADMINISTRATION

Halff will provide administrative services necessary to coordinate all aspects of the project through the planning, design and permitting phases. These services shall include project scheduling with all regulatory agencies and public utility companies during the design and permitting phase of the project.

FEE: $10,789.20

TASK 800 CONSTRUCTION ADMINISTRATION

Halff will provide construction administration services including:
- Attending the pre-construction meeting.
- Reviewing shop drawing submittals.
- Responding to requests for information (RFIs).
- Reviewing change order requests.
- Observing construction progress weekly.
- Preparing a project punch list and verifying its completion.
- Certifying substantial and final completion.
- Reviewing Contractor Applications for Payment

FEE: $49,942.20

TASK 999 REIMBURSABLES

Costs for reimbursables, including printing, copying, blueprints, binding, etc., shall be billed at cost.

FEE: $5,000.00 (BUDGET)

SUMMARY FEE SCHEDULE

TASK	AMOUNT
TASK 100	$ 60,225.00
TASK 200	$ 104,421.00
TASK 300	$ 10,833.63
TASK 400	$ 10,818.00
TASK 500	$ 57,555.00
TASK 600	$ 21,792.72
TASK 700	$ 10,789.20
TASK 800	$ 49,942.20
TASK 999	$ 5,000.00
TOTAL	$ 331,376.75

THE FOLLOWING ITEMS ARE NOT INCLUDED IN THE FEE:

1. Right-of-way and/or easement acquisition services (all proposed improvements anticipated to be installed within existing rights-of-way)
2. Sketch/legals for utility easements or right-of-way acquisition
3. Hydraulic modeling

Attachment 'A'

Exhibit A: Fee Estimate Breakdown

TASK	Engineer II	Engineer III	Engineer V	Office Tech IV	Field Tech II	Surveyor IV	Scientist IV	Sub Consultant	Staff Hours By Activity	Total Task Fee
	$114.66	$153.66	$269.73	$126.66	$72.00	$175.95	$180.30	$		
Task 100 Underground Utility Locates								$60,225.00	0	$60,225.00
Task 200 Route Survey				400	600	60			1,060	$104,421.00
Task 300 Geotechnical Evaluation								$10,833.63	0	$10,833.63
Task 400 Environmental Evaluation							60		60	$10,818.00
Task 500 Utility Engineering Design	200	120	60						380	$57,555.00
Task 600 Utility Permitting	80	40	24						144	$21,792.72
Task 700 Project Administration			40						40	$10,789.20
Task 800 Construction Administration	80	160	60						300	$49,942.20
Task 900 Reimbursables									0	$5,000.00
Total Staff Hours	360	320	184	400	600	60	60		1,984	
Total Staff Cost	$41,277.60	$49,171.20	$49,630.32	$50,664.00	$43,200.00	$10,557.00	$10,818.00	$71,058.63		**$331,376.75**

NOTES:

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: August 22, 2022

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida appointing one regular member and one alternate member to the Lake County Arts & Cultural Alliance as the City of Leesburg's representatives; and providing an effective date.

Staff Recommendation:
Staff recommends the appointment of Maria Stefanovic as representative, and Dustin Lavine as alternate to the Lake County Arts and Cultural Alliance.

Analysis:
Maria Stefanovic has served as the city's representative since 2019. The city currently does not have an alternate representative.
Mr. Lavine has expressed a desire to serve as the City's alternate representative.

Procurement Analysis:
N/A

Options:
1. Approve 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 APPOINTING ONE REGULAR MEMBER AND ONE ALTERNATE MEMBER TO THE LAKE COUNTY ARTS & CULTURAL ALLIANCE AS THE CITY OF LEESBURG'S REPRESENTATIVES; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City Commission hereby re-appoints Maria Stefanovic to serve as the City of Leesburg representative, and appoints Dustin Lavine as the City's alternate representative to the Lake County Arts and Cultural Alliance, whose address is care of the Lake County Board of County Commissioners, Post Office Box 7800, Tavares, Florida 32778.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 22nd day of August 2022.

_____
Mayor

ATTEST:

_____
City Clerk

City of Leesburg

Appointed Boards & Commission Application

Date: 8/16/2022

Name: Dustin Joseph Lavine Home Phone: 850-766-3843

Mailing Address:
2322 Jobbins Dr Leesburg, FL 34748

Home Address:
Same

Business Name & Type:
Melon Patch Players Community Theater

Business Address:
311 N. 13th St. Leesburg, FL 34748

Business telephone number: 352-787-3013 ext. _____

Position: Executive Director

Education, Training or Experience related to the activities of the Advisory Body to which appointment is sought:
Collegiate level coursework in Theater arts Regional Theater, I have been involved in the arts for close to 4 decades.

Professional Organizations/Memberships:
Rotary International
ACTT

Have you served on a city board or committee in the past? No

If yes, Dates Served _____

Name of Board or committee:

____ Library Board ____ Historic Preservation Board ____ Planning Commission

____ Greater Leesburg CRA ____ Carver Heights & Vicinity CRA

____ Fire Department Pension Board of Trustees ____ General Employees Retirement Board of Trustees

____ Police Department Pension Board of Trustees ____ Other(Specify):

I will attend meetings in accordance with the adopted policies of the City of Leesburg. If at any time my business or professional interests conflict with the interests of the Advisory Body, I will not participate in such deliberations.

Signature of Applicant

8/16/2022
Date

Return to: City Clerk's Office City of Leesburg P.O. Box 490630 Leesburg, FL, 34739-0630

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City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: August 22, 2022

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida appointing two members to the Leesburg Firefighters' Retirement Plan Board of Trustees; and providing an effective date.

Staff Recommendation:
Staff recommends the appointment of two members to the Leesburg Municipal Firefighters' Board of Trustees.

Analysis:
The positions were advertised in the Daily Commercial newspaper on July 17 and July 31, 2022. The positions were also advertised on the city's website and through social media.

The City has two appointed Trustee positions on the Firefighters' Board of Trustees. The term expiring December 31, 2023 is currently vacant due to the resignation of Mr. Kriete.

Mr. William Middlemiss submitted an application for appointment. Mr. Middlemiss has been a member of the Lawrence, MA Fire Department, past president of IAFF Local 146, 1987 - 1994, and a member of the Lexington, MA Fire Department, Asst Chief 2001 - 2003, and Chief of department 2003 - 2011. A copy of Mr. Middlemiss' application is attached for review.

Mr. Ronny Goeler has expressed interest in continuing to serve as a Trustee on this board. Mr. Goeler has served on the Firefighters' Board of Trustees since his appointment in January 2017. His term expires December 31, 2022.

Procurement Analysis:
N/A

Options:
1. Appoint two members to the Leesburg Municipal Firefighters' Board of Trustees; 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 APPOINTING TWO MEMBERS TO THE LEESBURG FIREFIGHTERS' RETIREMENT PLAN BOARD OF TRUSTEES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 6.2 (A) of the City of Leesburg Firefighters' Retirement Plan - "Appointment of the Retirement Committee" provides for the election/selection of five (5) persons to serve on the Board of Trustees, a/k/a Retirement Committee; and

WHEREAS, the Policy for Election of Board of Trustees approved September 14, 2011 directs that two residents who are legal residents of the City of Leesburg are to be appointed by the City Commission; and

WHEREAS, it is also necessary for the City Commission to appoint a legal resident of the City of Leesburg to serve a two-year term for the period beginning January 1, 2023 and ending December 31, 2024;

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

THAT the City Commission hereby appoints _____ to fill the remaining two-year term as Trustee to the Board of Trustees of the City of Leesburg Municipal Firefighters' Retirement Plan, ending December 31, 2023; and

THAT the City Commission hereby appoints _____ for a two-year term as Trustee to the Board of Trustees of the City of Leesburg Municipal Firefighters' Retirement Plan, ending December 31, 2024;

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 22nd day of August 2022.

_____
Mayor

ATTEST:

_____
City Clerk

City of Leesburg

Appointed Boards & Commission Application

Date: 6/27/2022

Name: William Middlemiss Home Phone: 978 302 3489

Mailing Address:
27106 Roanoke Dr, Leesburg FL 34748

Home Address:
Same

Business Name & Type:

Business Address:

Business telephone number: _____ ext. _____

Position: _____

Education, Training or Experience related to the activities of the Advisory Body to which appointment is sought:

Lawrence MA Fire Department, president IAFf Local 146, 1987 - 1994
Lexington MA Fire Dept. Asst Chief 2001 - 2003 Chief of department 2003 - 2011

Professional Organizations/Memberships:

Arlington Ridge CDD, Board of Supervisors, Chairman
Massachusetts fire chiefs association

Have you served on a city board or committee in the past? No

If yes, Dates Served _____

Name of Board or committee:

____ Library Board ____ Historic Preservation Board ____ Planning Commission

____ Greater Leesburg CRA ____ Carver Heights & Vicinity CRA

✓ Fire Department Pension Board of Trustees ____ General Employees Retirement Board of Trustees

____ Police Department Pension Board of Trustees ____ Other(Specify):

I will attend meetings in accordance with the adopted policies of the City of Leesburg. If at any time my business or professional interests conflict with the interests of the Advisory Body, I will not participate in such deliberations.

William Middlemiss 6/27/2022

Signature of Applicant Date

Return to: City Clerk's Office City of Leesburg P.O. Box 490630 Leesburg, FL, 34739-0630

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City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: August 22, 2022

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida appointing three Regular and one Alternate member to the Leesburg Planning Commission; and providing an effective date.

Staff Recommendation:
Staff recommends the appointment of three regular members and one alternate member to the Leesburg Planning Commission.

Analysis:
The Leesburg Planning Commission is appointed by the City Commission to make recommendations on planning and zoning related cases, or final decisions on cases such as variances and conditional uses. It consists of seven members and two alternates. Currently, the terms of three members and one alternate are expiring.

The City advertised these positions in the Daily Commercial on July 17, and July 31, 2022, and also on the city's website and through social media.

Expiring members:
Michael Fitzpatrick
John O'Kelley
Alfred "Trey" Haliday, III
and
Alternate member:
Ze'Shreca Carter

Applications have been received by:
John O'Kelley
Kenneth Simeone
Ze'Shreca Carter
Stewart Kaplan

All applications are attached for review.

Procurement Analysis:
N/A

Options:
1. Approve three regular members and one alternate member to the Leesburg Planning Commission; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
The City of Leesburg budget provides funding to reimburse the Planning Commissioners for serving $25 per meeting.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA APPOINTING THREE REGULAR AND ONE ALTERNATE MEMBER TO THE LEESBURG PLANNING COMMISSION; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City Commission of the City of Leesburg, Florida finds that as of September 30, 2022 there will be three (3) vacant member positions and one alternate member position on the Leesburg Planning Commission.

THAT the City Commission hereby appoints _____ as a _____regular / _____ alternate member with said term to begin on October 1, 2022 and expire on September 30, 2025;

THAT the City Commission hereby appoints _____ as a _____regular / _____ alternate member with said term to begin on October 1, 2022 and expire on September 30, 2025;

THAT the City Commission hereby appoints _____ as a _____regular / _____ alternate member with said term to begin on October 1, 2022 and expire on September 30, 2025;

THAT the City Commission hereby appoints _____ as a _____regular / _____ alternate member with said term to begin on October 1, 2022 and expire on September 30, 2025;

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 22nd day of August 2022.

_____
Mayor

ATTEST:

_____
City Clerk

City of Leesburg
Appointed Boards & Commission Application

Date: June 28, 2022

Name: John D. O'Kelley Home Phone: 352-267-2216

Mailing Address:
117 N. 7th Street, Leesburg. Fl. 34748

Home Address:
611 Lakeshore Dr, Leesburg. Fl. 34748

Business Name & Type:
NA

Business Address:
NA

Business telephone number: NA ext. _____

Position: NA

Education, Training or Experience related to the activities of the Advisory Body to which appointment is sought:
2 years previous experience Leesburg P & Z
20+ years on Leesburg Historic Preservation Board.

Professional Organizations/Memberships:
NA

Have you served on a city board or committee in the past? yes.

If yes, Dates Served 1995?± – 2022

Name of Board or committee:

____ Library Board ✓ Historic Preservation Board ✓ Planning Commission

____ Greater Leesburg CRA ____ Carver Heights & Vicinity CRA

____ Fire Department Pension Board of Trustees ____ General Employees Retirement Board of Trustees

____ Police Department Pension Board of Trustees ____ Other(Specify):

I will attend meetings in accordance with the adopted policies of the City of Leesburg. If at any time my business or professional interests conflict with the interests of the Advisory Body, I will not participate in such deliberations.

John D. O'Kelley
Signature of Applicant

Jun 28, 2022
Date

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City of Leesburg

Appointed Boards & Commission Application

Date: 7-21-2022

Name: KENNETH SIMEONE Home Phone: 772-528-7766

Mailing Address:

1425 MOSSWOOD DR

Home Address:

LEESBURG FL 34748

Business Name & Type:

ELECTRICAL CONTRACTOR - JUST RETIRED

Business Address:

—

Business telephone number: — ext. —

Position: OWNER

Education, Training or Experience related to the activities of the Advisory Body to which appointment is sought: CONTRACTOR-MASTER ELECTRICIAN SINCE 1990
VP OF A HOA BOARD FOR 6 YEARS
ARCHITECTURAL COMMITTEE FOR HOME BUILDINGS AND REVIEW 7 YEARS
COMMERCIAL AND RESIDENTIAL BUILDING SINCE 1971

Professional Organizations/Memberships:

Have you served on a city board or committee in the past? NO

If yes, Dates Served —

Name of Board or committee:

____ Library Board ____ Historic Preservation Board ✓ Planning Commission

____ Greater Leesburg CRA ____ Carver Heights & Vicinity CRA

____ Fire Department Pension Board of Trustees ____ General Employees Retirement Board of Trustees

____ Police Department Pension Board of Trustees ____ Other(Specify):

I will attend meetings in accordance with the adopted policies of the City of Leesburg. If at any time my business or professional interests conflict with the interests of the Advisory Body, I will not participate in such deliberations.

Ken Simeone 7-21-2022

Signature of Applicant Date

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City of Leesburg

Appointed Boards & Commission Application

Date: 6/27/2022

Name: Ze'Shreca Carter Home Phone: 352-455-4915

Mailing Address:
1008 Cottonwood St, Leesburg FL 34748

Home Address:
1008 Cottonwood St, Leesburg, FL 34748

Business Name & Type:
The Kitchen Cooking School

Business Address:
1008 Cottonwood St, Leesburg FL

Business telephone number: 352-455-4915 ext. _____

Position: Chef / Instructor

Education, Training or Experience related to the activities of the Advisory Body to which appointment is sought: Served as a committee member Tavares Bus. Assc. Board of Directors Melon Patch Theater ('99-'21) Board of Directors Habitat of Lake Sumter ('20 - present) Lake Sumter State College Small Business Academy Graduate Former SCORE volunteer

Professional Organizations/Memberships:

Have you served on a city board or committee in the past? Yes

If yes, Dates Served 2019 - present

Name of Board or committee:

____ Library Board ____ Historic Preservation Board X Planning Commission

____ Greater Leesburg CRA ____ Carver Heights & Vicinity CRA

____ Fire Department Pension Board of Trustees ____ General Employees Retirement Board of Trustees

____ Police Department Pension Board of Trustees ____ Other(Specify):

I will attend meetings in accordance with the adopted policies of the City of Leesburg. If at any time my business or professional interests conflict with the interests of the Advisory Body, I will not participate in such deliberations.

Signature of Applicant

6/27/2022
Date

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City of Leesburg

Appointed Boards & Commission Application

Date: 6/15/2022

Name: STEWART KAPLAN Home Phone: _____

Mailing Address:

26626 BULL RUN, LEESBURG, FL 34748

Home Address:

SAME

Business Name & Type:

_____

Business Address:

_____

Business telephone number: _____ ext. _____

Position: _____

Education, Training or Experience related to the activities of the Advisory Body to which appointment is sought:

Professional Organizations/Memberships:

AMERICAN INSTITUTE OF ARCHITECTS (1988-2005)

Have you served on a city board or committee in the past? YES

If yes, Dates Served 2016-2019 ? PLANNING COMM.

Name of Board or committee: 2019-PRESENT HISTORIC PRESERVATION

____ Library Board ____ Historic Preservation Board ✓ Planning Commission

____ Greater Leesburg CRA ____ Carver Heights & Vicinity CRA

____ Fire Department Pension Board of Trustees ____ General Employees Retirement Board of Trustees

____ Police Department Pension Board of Trustees ____ Other(Specify):

_____

I will attend meetings in accordance with the adopted policies of the City of Leesburg. If at any time my business or professional interests conflict with the interests of the Advisory Body, I will not participate in such deliberations.

_____ 6/15/2022

Signature of Applicant Date

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City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: August 22, 2022

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida appointing regular members to the Historic Preservation Board; and providing an effective date.

Staff Recommendation:
Staff recommends the appointment of members to the Historic Preservation Board.

Analysis:
The term set to expire September 30, 2024 is vacant due to the previous resignation of Joyce Hughes.

The seats currently held by Stewart Kaplan, Vickie Lingerfelt and Merle Skinner are up for re-appointment. These terms are set to expire September 30, 2022.

Applications for appointment have been received from:
Vickie Lingerfelt
Ciara Bender

Advertising for the board vacancies was on the City's website, social media, and by ads in the Daily Commercial Newspaper on July 17 and July 31, 2022.

All applications are attached for review.

Procurement Analysis:
N/A

Options:
1. Approve members to the Historic Preservation Board; 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 APPOINTING REGULAR MEMBERS TO THE HISTORIC PRESERVATION BOARD; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City Commission of the City of Leesburg, Florida finds that as of September 30, 2022 there will be four (4) vacant positions on the Leesburg Historic Preservation Board.

THAT the City Commission hereby appoints _____ as a _____regular / _____ alternate member with said term to begin on October 1, 2022 and expire on September 30, 2025;

THAT the City Commission hereby appoints _____ as a _____regular / _____ alternate member with said term to begin on October 1, 2022 and expire on September 30, 2025;

THAT the City Commission hereby appoints _____ as a _____regular / _____ alternate member with said term to begin on October 1, 2022 and expire on September 30, 2025;

THAT the City Commission hereby appoints _____ as a _____regular / _____ alternate member with said term to begin on October 1, 2022 and expire on September 30, 2025;

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 22nd day of August 2022.

_____
Mayor

ATTEST:

_____
City Clerk

City of Leesburg

Appointed Boards & Commission Application

Date: 6/15/22

Name: Vickie Linger Felt Home Phone: 352-348-5982

Mailing Address:
307 S. 11th Street Leesburg, FL 34748

Home Address:

Business Name & Type: Real Team Realty

Business Address:

Business ~~telephone~~ number: _____ ext. _____

Position: Realtor

Education, Training or Experience related to the activities of the Advisory Body to which appointment is sought:

Professional Organizations/Memberships:

Have you served on a city board or committee in the past? yes

If yes, Dates Served 3 years

Name of Board or committee:

____ Library Board ___✓ Historic Preservation Board ____ Planning Commission

____ Greater Leesburg CRA ____ Carver Heights & Vicinity CRA

____ Fire Department Pension Board of Trustees ____ General Employees Retirement Board of Trustees

____ Police Department Pension Board of Trustees ____ Other(Specify):

I will attend meetings in accordance with the adopted policies of the City of Leesburg. If at any time my business or professional interests conflict with the interests of the Advisory Body, I will not participate in such deliberations.

Vickie Linger Felt 6/15/22

Signature of Applicant Date

Return to: City Clerk's Office City of Leesburg P.O. Box 490630 Leesburg, FL, 34739-0630

OFFICE USE ONLY For information of how to use this form, Contact: City Clerk

City of Leesburg
Appointed Boards & Commission Application

Date: 08/09/2022

Name: Ciara Bender Home Phone: 352-702-1166

Mailing Address:
2238 Angel Fish Loop Leesburg, FL 34748

Home Address:
2238 Angel Fish Loop

Business Name & Type:
Ciara Bender, PA/ Realtor & Poised Credit Consulting Agency/Consumer Financial Services

Business Address:
403 West Main Street Leesburg, FL 34748

Business telephone number: 352-702-1166 ext. _____

Position: Historic Preservation Board

Education, Training or Experience related to the activities of the Advisory Body to which appointment is sought:

Deputy City Clerk for City of Groveland
Real Estate Industry

Professional Organizations/Memberships:

National/ Florida/ Orlando Association of Realtors
International Institute of Municipal Clerks
Florida Association of City Clerks

Have you served on a city board or committee in the past? No

If yes, Dates Served _____

Name of Board or committee:

____ Library Board ✓ Historic Preservation Board ____ Planning Commission

____ Greater Leesburg CRA ____ Carver Heights & Vicinity CRA

____ Fire Department Pension Board of Trustees ____ General Employees Retirement Board of Trustees

____ Police Department Pension Board of Trustees ____ Other(Specify):

I will attend meetings in accordance with the adopted policies of the City of Leesburg. If at any time my business or professional interests conflict with the interests of the Advisory Body, I will not participate in such deliberations.

Ciara Bender
Signature of Applicant

August 9, 2022
Date

Return to: City Clerk's Office City of Leesburg P.O. Box 490630 Leesburg, FL, 34739-0630

PRINT ONLY For information of how to use this form, Contact: City Clerk

City of Leesburg
Appointed Boards & Commission Application

Date: June 28, 2022

Name: John D. O'Kelley Home Phone: 352-267-2216

Mailing Address:
117 N. 7th Street, Leesburg. Fl. 34748

Home Address:
611 Lakeshore Dr, Leesburg. Fl. 34748

Business Name & Type:
NA

Business Address:
NA

Business telephone number: NA ext. _____

Position: NA

Education, Training or Experience related to the activities of the Advisory Body to which appointment is sought:
2 years previous experience Leesburg P & Z
20+ years on Leesburg Historic Preservation Board.

Professional Organizations/Memberships:
NA

Have you served on a city board or committee in the past? yes.

If yes, Dates Served 1995?± – 2022

Name of Board or committee:

____ Library Board ✓ Historic Preservation Board ✓ Planning Commission

____ Greater Leesburg CRA ____ Carver Heights & Vicinity CRA

____ Fire Department Pension Board of Trustees ____ General Employees Retirement Board of Trustees

____ Police Department Pension Board of Trustees ____ Other(Specify):

I will attend meetings in accordance with the adopted policies of the City of Leesburg. If at any time my business or professional interests conflict with the interests of the Advisory Body, I will not participate in such deliberations.

John D. O'Kelley
Signature of Applicant

Jun 28, 2022
Date

Return to: City Clerk's Office City of Leesburg P.O. Box 490630 Leesburg, FL, 34739-0630

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City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: August 22, 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. 60, a subdivision of the City of Leesburg, Florida, being a portion of Sections 7 and 8, 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. 60)

Staff Recommendation:
Staff recommends approval of the plat for Villages of West Lake Unit No. 60 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 142 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. 60 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. 60, A SUBDIVISION OF THE CITY OF LEESBURG, FLORIDA, BEING A PORTION OF SECTIONS 7 AND 8, 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. 60)

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

A PARCEL OF LAND LYING WITHIN SECTIONS 7 AND 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 S26°22'07"E, 148.23 FEET; THENCE S05°31'39"W, 101.42 FEET; THENCE S44°36'31"W, 81.68 FEET; THENCE S17°07'15"W, 204.26 FEET; THENCE S09°40'04"E, 190.70 FEET; THENCE S69°46'14"W, 312.55 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 871.50 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 66°46'56", AN ARC DISTANCE OF 1,015.79 FEET TO THE POINT OF TANGENCY; THENCE N43°26'50"W, 245.89 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 871.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°00'02", AN ARC DISTANCE OF 289.01 FEET; THENCE ALONG A RADIAL LINE RUN N65°33'12"E, 43.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 471.50 FEET AND A CHORD BEARING AND DISTANCE OF N41°04'02"W, 269.73 FEET TO WHICH A RADIAL LINE BEARS N65°33'12"E; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 33°14'28", AN ARC DISTANCE OF 273.55 FEET TO A POINT OF CUSP OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING AND DISTANCE OF N79°46'03"E, 33.81 FEET TO WHICH A RADIAL LINE BEARS S32°18'44"W; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 85°05'22", AN ARC DISTANCE OF 37.13 FEET TO THE POINT OF TANGENCY; THENCE N37°13'22"E, 119.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 382.50 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°30'55", AN ARC DISTANCE OF 130.28 FEET TO THE POINT OF TANGENCY; THENCE N17°42'27"E, 34.52 FEET; THENCE N54°21'44"W, 94.59 FEET; THENCE N17°42'27"E, 380.38 FEET; THENCE S87°27'21"E, 179.20 FEET; THENCE N79°43'27"E, 61.94

FEET; THENCE N74°40'54"E, 217.19 FEET; THENCE N76°14'16"E, 50.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 325.00 FEET AND A CHORD BEARING AND DISTANCE OF S15°55'54"E, 24.61 FEET TO WHICH A RADIAL LINE BEARS S76°14'16"W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°20'20", AN ARC DISTANCE OF 24.61 FEET; THENCE ALONG A RADIAL LINE RUN N71°53'57"E, 122.58 FEET; THENCE N19°34'58"W, 85.83 FEET; THENCE N19°09'13"E, 128.40 FEET; THENCE N24°44'28"W, 31.60 FEET; THENCE N24°27'37"W, 24.42 FEET; THENCE S75°53'44"W, 27.94 FEET; THENCE N16°18'41"W, 65.61 FEET; THENCE N23°30'29"W, 204.53 FEET; THENCE N01°15'35"E, 203.69 FEET; THENCE N02°33'35"W, 86.43 FEET; THENCE N19°00'03"W, 97.09 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5199, PAGE 258, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY BOUNDARY WITH THE FOLLOWING COURSES: RUN S81°07'34"E, 147.06 FEET; THENCE S76°34'14"E, 477.21 FEET; THENCE S71°58'41"E, 165.94 FEET; THENCE S54°48'46"E, 79.68 FEET; THENCE S62°41'15"E, 108.65 FEET; THENCE S62°55'30"E, 667.14 FEET; THENCE DEPARTING SAID NORTHERLY BOUNDARY RUN S10°30'49"W, 26.44 FEET; THENCE S81°29'26"W, 66.22 FEET; THENCE S37°51'49"W, 70.28 FEET; THENCE S43°50'17"W, 60.08 FEET; THENCE S37°27'34"E, 134.29 FEET; THENCE S27°51'07"E, 95.44 FEET; THENCE S24°36'47"E, 88.57 FEET; THENCE S51°47'51"W, 127.22 FEET; THENCE S70°28'26"W, 93.95 FEET; THENCE N74°50'15"W, 79.24 FEET; THENCE N53°31'37"W, 81.26 FEET; THENCE S85°13'35"W, 152.08 FEET; THENCE S15°16'09"W, 119.53 FEET; THENCE S14°00'29"W, 105.13 FEET; THENCE S12°39'43"W, 178.85 FEET; THENCE S02°56'33"E, 121.39 FEET; THENCE S33°10'34"E, 177.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 75.18 ACRES, MORE OR LESS.

(See Exhibit A, Villages of West Lake Unit No. 60 Plat attached)

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 22nd day of August 2022.

_____
Mayor

ATTEST:

_____
City Clerk

VILLAGES OF WEST LAKE UNIT NO. 60

SECTIONS 7 AND 8, TOWNSHIP 20 SOUTH, RANGE 24 EAST, CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

PLAT BOOK _____

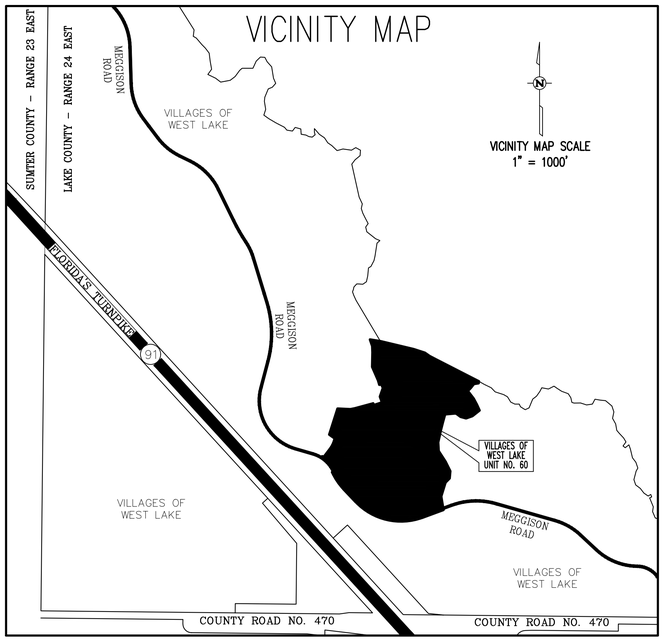
PAGE _____

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTIONS 7 AND 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 S26°22'07"E, 148.23 FEET; THENCE S05°31'39"W, 101.42 FEET; THENCE S44°36'31"W, 81.68 FEET; THENCE S17°07'15"W, 204.26 FEET; THENCE S09°40'04"E, 190.70 FEET; THENCE S69°46'14"W, 312.55 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 871.50 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 66°46'56", AN ARC DISTANCE OF 1,015.79 FEET TO THE POINT OF TANGENCY; THENCE N43°26'50"W, 245.89 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 871.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°00'02", AN ARC DISTANCE OF 289.01 FEET; THENCE ALONG A RADIAL LINE RUN N65°33'12"E, 43.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 471.50 FEET AND A CHORD BEARING AND DISTANCE OF N41°04'02"W, 269.73 FEET TO WHICH A RADIAL LINE BEARS N65°33'12"E; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 33°14'28", AN ARC DISTANCE OF 273.55 FEET TO A POINT OF CUSP OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING AND DISTANCE OF N79°46'03"E, 33.81 FEET TO WHICH A RADIAL LINE BEARS S32°18'44"W; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 85°05'22", AN ARC DISTANCE OF 37.13 FEET TO THE POINT OF TANGENCY; THENCE N37°13'22"E, 119.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 382.50 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°30'55", AN ARC DISTANCE OF 130.28 FEET TO THE POINT OF TANGENCY; THENCE N17°42'27"E, 34.52 FEET; THENCE N54°21'44"W, 94.59 FEET; THENCE N17°42'27"E, 380.38 FEET; THENCE S87°27'21"E, 179.20 FEET; THENCE N79°43'27"E, 61.94 FEET; THENCE N74°40'54"E, 217.19 FEET; THENCE N76°14'16"E, 50.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 325.00 FEET AND A CHORD BEARING AND DISTANCE OF S15°55'54"E, 24.61 FEET TO WHICH A RADIAL LINE BEARS S76°14'16"W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°20'20", AN ARC DISTANCE OF 24.61 FEET; THENCE ALONG A RADIAL LINE RUN N71°53'57"E, 122.58 FEET; THENCE N19°34'58"W, 85.83 FEET; THENCE N19°09'13"E, 128.40 FEET; THENCE N24°44'28"W, 31.60 FEET; THENCE N24°27'37"W, 24.42 FEET; THENCE S75°53'44"W, 27.94 FEET; THENCE N16°18'41"W, 65.61 FEET; THENCE N23°30'29"W, 204.53 FEET; THENCE N01°15'35"E, 203.69 FEET; THENCE N02°33'35"W, 86.43 FEET; THENCE N19°00'03"W, 97.09 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5199, PAGE 258, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY BOUNDARY WITH THE FOLLOWING COURSES: RUN S81°07'34"E, 147.06 FEET; THENCE S76°34'14"E, 477.21 FEET; THENCE S71°58'41"E, 165.94 FEET; THENCE S54°48'46"E, 79.68 FEET; THENCE S62°41'15"E, 108.65 FEET; THENCE S62°55'30"E, 667.14 FEET; THENCE DEPARTING SAID NORTHERLY BOUNDARY RUN S10°30'49"W, 26.44 FEET; THENCE S81°29'26"W, 66.22 FEET; THENCE S37°51'49"W, 70.28 FEET; THENCE S43°50'17"W, 60.08 FEET; THENCE S37°27'34"E, 134.29 FEET; THENCE S27°51'07"E, 95.44 FEET; THENCE S24°36'47"E, 88.57 FEET; THENCE S51°47'51"W, 127.22 FEET; THENCE S70°28'26"W, 93.95 FEET; THENCE N74°50'15"W, 79.24 FEET; THENCE N53°31'37"W, 81.26 FEET; THENCE S85°13'35"W, 152.08 FEET; THENCE S15°16'09"W, 119.53 FEET; THENCE S14°00'29"W, 105.13 FEET; THENCE S12°39'43"W, 178.85 FEET; THENCE S02°56'33"E, 121.39 FEET; THENCE S33°10'34"E, 177.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 75.18 ACRES, MORE OR LESS.



142 LOTS - 22 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", "F", "G", "H", "I", "J", "K", "L", "M", "N", "O", "P", "Q", "R", "S", "T", "U" AND "V" 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.

PREPARED BY:

CFB CLYMER FARNER BARLEY
CLYMER FARNER BARLEY, Inc.
4450 NE 83RD RD. WILDWOOD, FL 34785
(352)748-3126
WWW.CFB-Inc.COM CA #4709

VILLAGES OF WEST LAKE UNIT NO. 60 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", "T", "U" AND "V" AND THE ROADWAYS SHOWN ON THIS PLAT OF VILLAGES OF WEST LAKE UNIT NO. 60 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

_____
SIGNATURE

_____
PRINT NAME

MAYOR/COMMISSIONER

_____
SIGNATURE

_____
PRINT NAME

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. 60, 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", "T", "U" AND "V" TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14.

WITNESSES:

(1) _____
SIGNATURE

_____
PRINT NAME

(2) _____
SIGNATURE

_____
PRINT NAME

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

BY: _____
MARTIN L. DZURO,
MANAGER

WITNESSES:

(1) _____
SIGNATURE

_____
PRINT NAME

(2) _____
SIGNATURE

_____
PRINT NAME

VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14

BY: _____
C. DALE BORROWMAN,
CHAIR

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS ____ DAY OF _____, 20____, BY MARTIN L. DZURO, 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

SEAL

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

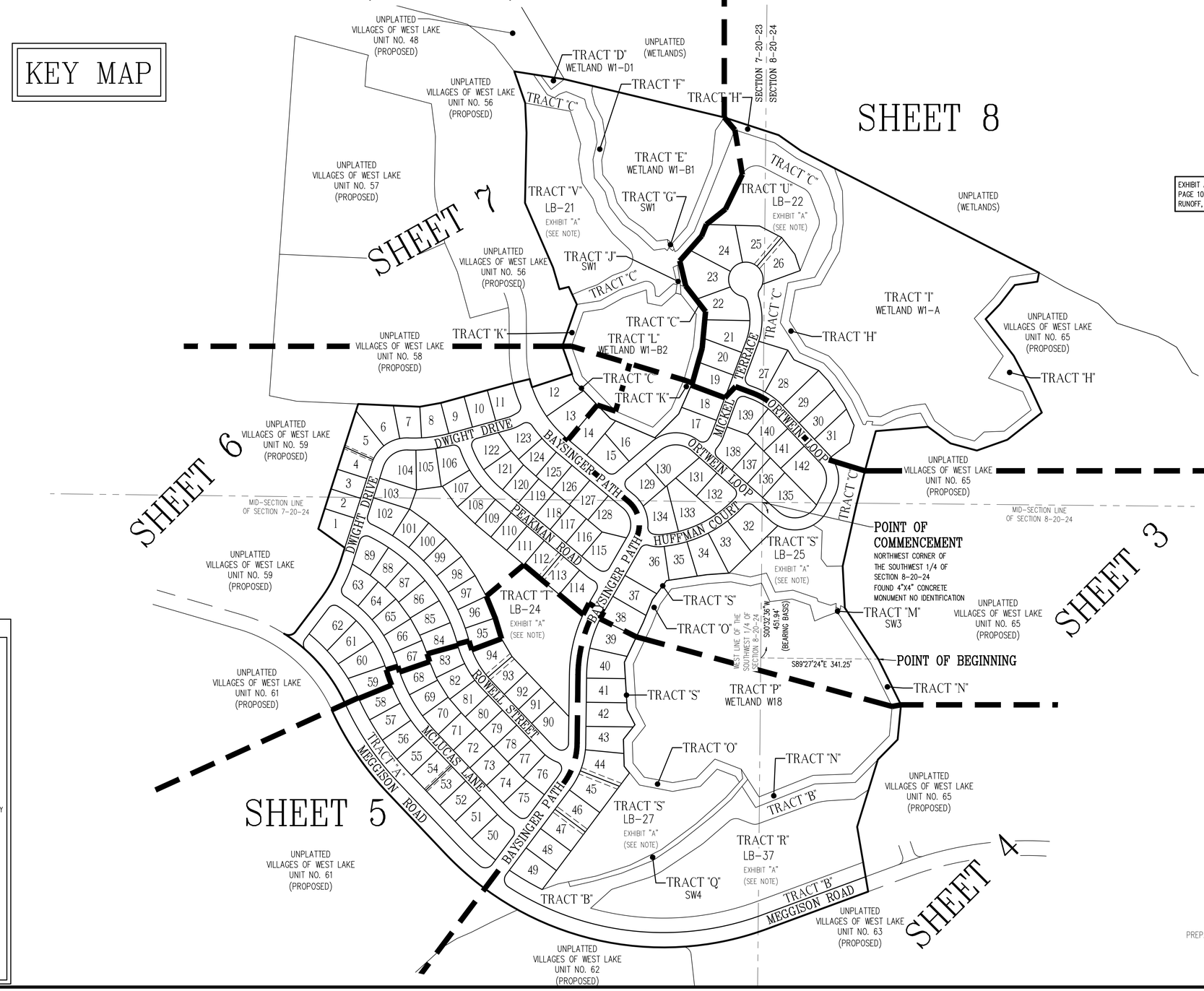
VILLAGES OF WEST LAKE
UNIT NO. 60

SECTIONS 7 AND 8, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SHEET 2 OF 9

PLAT BOOK _____
PAGE _____

KEY MAP



Scale: 1"= 150'
150' 0 150' 300'
SCALE IN FEET

NOTE
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 5936, PAGE 1028 AND O.R. BOOK 5956, PAGE 1272. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	35,742	0.821
B	95,730	2.198
C	165,409	3.797
D	1,225	0.028
E	108,522	2.491
F	19,012	0.436
G	285	0.007
H	75,851	1.741
I	307,920	7.069
J	943	0.022
K	32,635	0.749
L	98,727	2.266
M	162	0.004
N	23,546	0.541
O	38,328	0.880
P	350,909	8.056
Q	8,784	0.202
R	140,847	3.233
S	121,373	2.786
T	100,395	2.035
U	44,307	1.017
V	94,785	2.176

LEGEND

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

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

PREPARED BY:
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WWW.CFB-Inc.COM CA #4709

PLAT BOOK _____

PAGE _____

VILLAGES OF WEST LAKE UNIT NO. 60

SECTIONS 7 AND 8, TOWNSHIP 20 SOUTH, RANGE 24 EAST, CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C16	124.09'	89.00'	79°53'18"	N10°00'55"W	114.28'
C17	107.77'	89.00'	69°22'44"	N15°16'12"W	101.30'
C18	16.32'	89.00'	10°30'34"	N24°40'27"E	16.30'
C31	43.21'	89.00'	27°48'57"	S84°29'19"E	42.78'
C32	244.34'	350.00'	39°59'56"	N61°36'15"E	239.41'
C33	128.07'	89.00'	82°27'03"	N89°37'14"W	117.31'
C34	162.90'	89.00'	104°52'18"	N79°10'08"E	141.10'
C35	108.78'	89.00'	70°01'50"	N08°16'56"W	102.14'
C36	91.64'	200.00'	26°15'15"	N56°25'28"W	90.84'
C37	36.92'	100.00'	21°09'23"	N31°01'36"E	36.72'
C51	28.23'	20.00'	80°53'12"	N89°35'50"E	25.95'
C52	15.97'	106.50'	8°35'31"	S53°27'00"W	15.96'
C53	130.79'	106.50'	70°21'52"	N87°04'19"W	122.73'
C54	31.91'	20.00'	91°25'29"	N82°23'53"E	28.63'
C55	23.38'	82.50'	16°14'14"	N28°34'01"E	23.30'
C73	119.40'	106.50'	64°14'11"	N05°23'06"W	113.25'
C74	62.09'	106.50'	33°24'06"	N43°26'02"E	61.21'
C75	106.92'	106.50'	57°31'09"	N88°53'40"E	102.48'
C76	25.93'	106.50'	13°57'03"	S55°22'14"E	25.87'
C77	31.09'	20.00'	89°04'43"	S87°03'55"W	28.06'
C78	63.97'	367.50'	9°58'26"	N47°30'47"E	63.89'
C79	66.63'	367.50'	10°23'15"	N57°41'38"E	66.54'
C80	66.63'	367.50'	10°23'15"	N68°04'53"E	66.54'
C81	53.42'	367.50'	8°19'42"	N77°26'22"E	53.37'
C82	0.32'	106.50'	0°10'22"	N81°41'24"E	0.32'
C83	46.44'	106.50'	24°59'12"	S85°43'49"E	46.08'
C84	26.82'	20.00'	76°50'03"	S68°20'46"W	24.86'
C85	22.94'	375.00'	3°30'17"	S28°10'36"W	22.93'
C189	34.60'	20.00'	99°06'48"	S00°24'10"E	30.44'
C190	102.89'	71.50'	82°27'03"	N89°37'14"W	94.24'
C191	31.81'	20.00'	91°08'33"	N02°49'26"W	28.56'
C192	70.28'	332.50'	12°06'41"	N48°48'10"E	70.15'
C193	121.84'	332.50'	20°59'45"	N65°21'23"E	121.16'
C194	33.36'	332.50'	5°44'57"	N78°43'44"E	33.35'
C195	27.65'	71.50'	22°09'17"	S87°19'09"E	27.48'
C196	27.68'	20.00'	79°17'53"	S36°35'34"E	25.52'
C197	62.75'	114.00'	31°32'17"	N12°42'46"W	61.96'
C198	42.73'	114.00'	21°28'39"	N39°13'14"W	42.48'
C199	2.23'	71.50'	1°47'25"	N27°37'42"E	2.23'
C200	128.64'	71.50'	103°04'53"	N80°03'51"E	111.98'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C201	30.60'	20.00'	87°40'05"	S04°33'40"E	27.70'
C202	38.60'	117.50'	18°49'28"	N29°51'38"E	38.43'
C203	31.42'	20.00'	90°00'00"	S65°26'54"W	28.28'
C204	58.72'	182.50'	18°26'01"	N60°20'05"W	58.46'
C205	24.91'	182.50'	7°49'14"	N47°12'28"W	24.89'
C206	87.39'	71.50'	70°01'50"	N08°16'56"W	82.05'

LINE TABLE		
LINE	LENGTH	BEARING
L2	34.49'	S70°34'50"E
L3	13.77'	N81°36'13"E
L4	31.27'	N41°36'17"E
L5	31.91'	S41°36'17"W
L14	16.47'	N66°36'47"W
L15	20.80'	N23°39'10"E
L16	7.11'	N23°39'10"E
L19	1.61'	S86°00'46"W

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	35,742	0.821
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C	165,409	3.797
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PB INDICATES PLAT BOOK
PG INDICATES PAGE
PGS INDICATES PAGES
SQ FT INDICATES SQUARE FEET
R/W INDICATES RIGHT-OF-WAY

DETAIL "A" (SCALE 1"=10')

DETAIL "B" (SCALE 1"=10')

DETAIL "C" (SCALE 1"=10')

DETAIL "P" (SCALE 1"=10')

Scale: 1"= 60'
60' 0 60' 120'
SCALE IN FEET

NOTE

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 5936, PAGE 1028 AND O.R. BOOK 5956, PAGE 1272. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

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PLAT BOOK _____
PAGE _____

VILLAGES OF WEST LAKE
UNIT NO. 60

SECTIONS 7 AND 8, TOWNSHIP 20 SOUTH, RANGE 24 EAST, CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

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Scale: 1"= 60'
60' 0 60' 120'
SCALE IN FEET

LINE TABLE		
LINE	LENGTH	BEARING
L20	8.29'	S38°16'47"W
L22	26.25'	S39°30'54"W
L23	14.43'	N41°51'10"E
L24	27.49'	N8°56'47"W
L25	20.82'	N32°44'26"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C1	990.74'	850.00'	66°46'56"	S76°50'18"E	935.60'
C2	840.94'	850.00'	56°41'06"	S81°53'13"E	807.06'
C3	149.80'	850.00'	10°05'50"	S48°29'45"E	149.60'
C19	203.80'	400.00'	29°11'31"	S15°19'59"W	201.60'
C20	125.86'	200.00'	36°03'20"	N18°45'53"E	123.79'
C21	54.03'	200.00'	15°28'46"	N08°28'36"E	53.87'
C22	71.82'	200.00'	20°34'34"	N26°30'16"E	71.44'
C86	90.23'	375.00'	13°47'12"	S19°31'52"W	90.02'
C87	77.89'	375.00'	11°54'02"	S06°41'14"W	77.75'
C88	18.82'	225.00'	4°47'35"	N03°08'01"E	18.82'
C89	63.02'	225.00'	16°02'49"	N13°33'13"E	62.81'
C90	59.75'	225.00'	15°12'56"	N29°11'05"E	59.58'
C91	110.74'	786.50'	8°04'03"	S59°25'38"E	110.65'
C207	40.98'	25.00'	93°55'30"	S10°10'12"E	36.55'
C208	56.30'	199.00'	16°12'40"	S64°19'02"W	56.12'
C209	23.97'	199.00'	6°54'07"	S52°45'39"W	23.96'
C210	33.10'	31.00'	61°10'48"	S79°54'00"W	31.55'
C211	20.51'	29.00'	40°30'45"	N89°45'59"W	20.08'
C212	57.48'	201.00'	16°23'06"	S78°10'11"W	57.28'

TRACT TABLE		
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LB	INDICATES LICENSED BUSINESS	PG	INDICATES PAGE
NO.	INDICATES NUMBER	PGS	INDICATES PAGES
ORB	INDICATES OFFICIAL RECORDS BOOK	SQ FT	INDICATES SQUARE FEET
PC	INDICATES POINT OF CURVATURE	R/W	INDICATES RIGHT-OF-WAY
POC	INDICATES POINT ON CURVE		
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DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES

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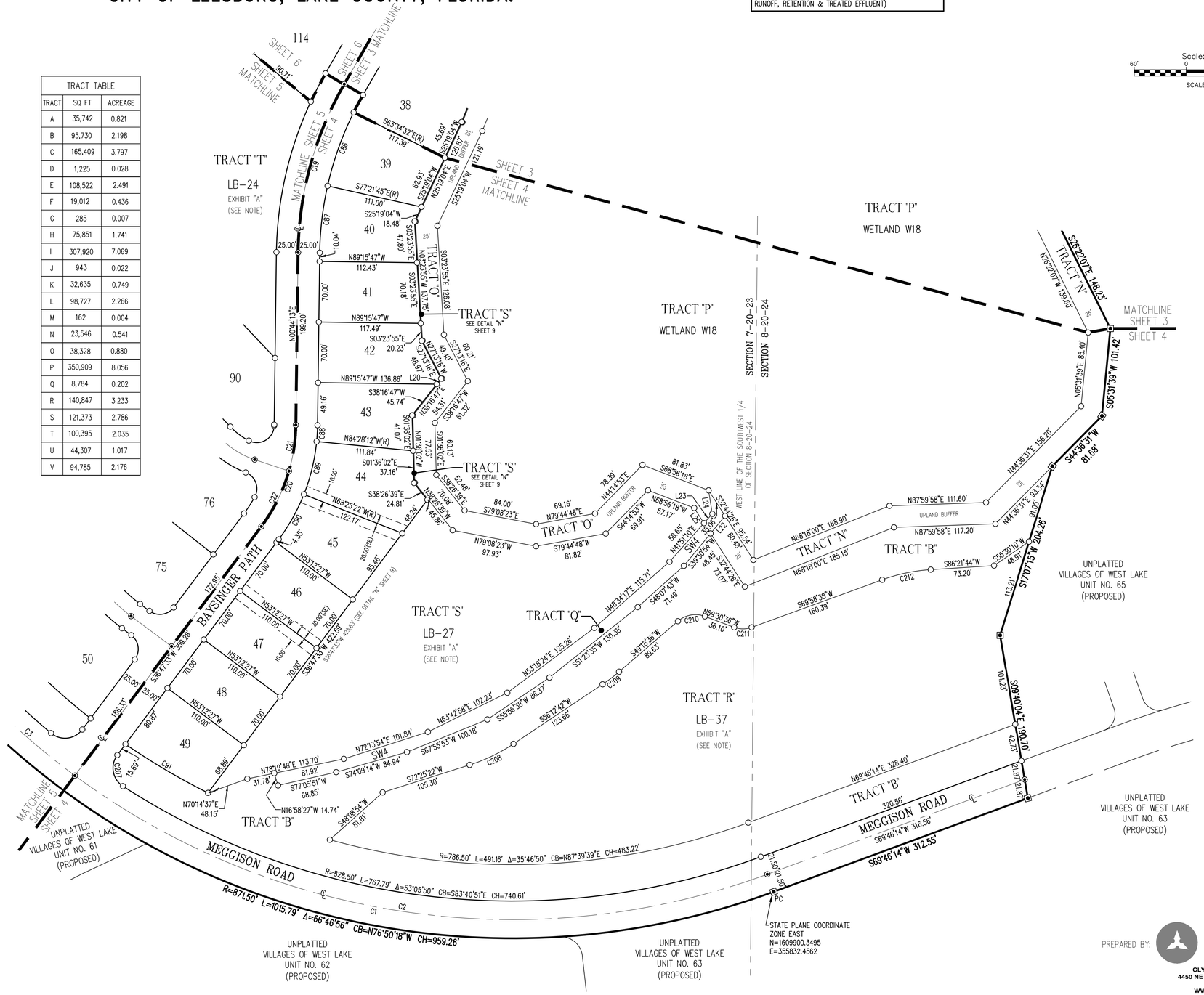

PREPARED BY:

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PLAT BOOK _____

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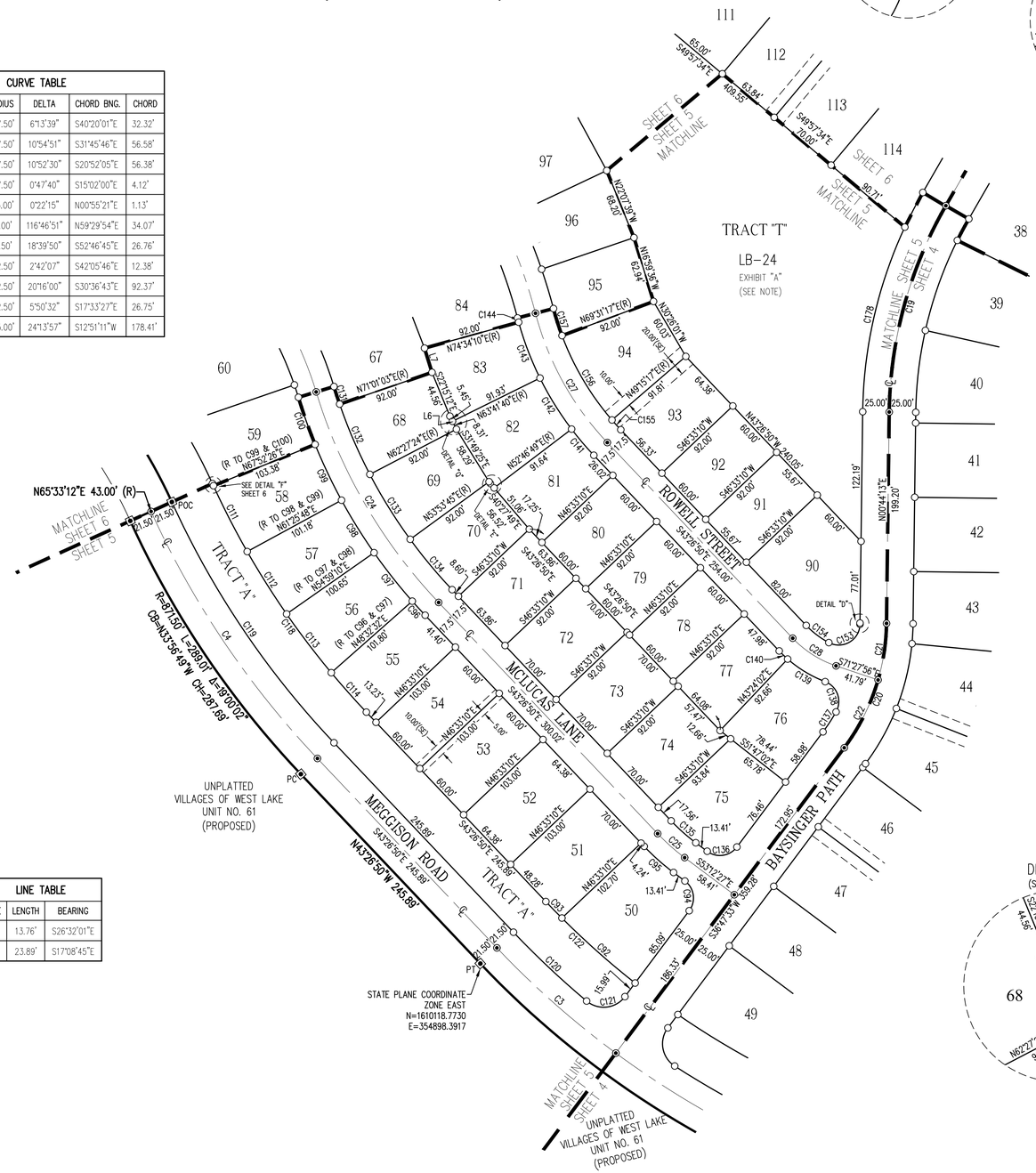
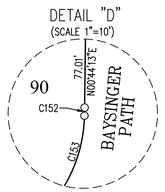
VILLAGES OF WEST LAKE UNIT NO. 60

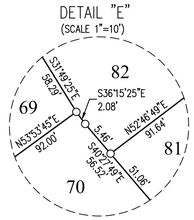
SECTIONS 7 AND 8, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

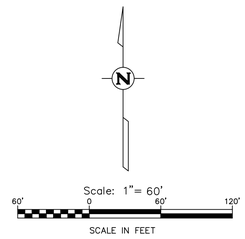
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C3	149.80'	850.00'	10°05'50"	S48°29'45"E	149.60'
C4	281.88'	850.00'	19°00'02"	S33°56'49"E	280.59'
C19	203.80'	400.00'	29°11'31"	S15°19'59"W	201.60'
C20	125.86'	200.00'	36°03'20"	N18°45'53"E	123.79'
C21	54.03'	200.00'	15°28'46"	N08°28'36"E	53.87'
C22	71.82'	200.00'	20°34'34"	N26°30'16"E	71.44'
C24	231.56'	500.00'	26°32'04"	S30°10'48"E	229.49'
C25	34.07'	200.00'	9°45'37"	S48°19'38"E	34.03'
C27	140.80'	280.00'	28°48'39"	S29°02'30"E	139.32'
C28	48.90'	100.00'	28°01'06"	S57°27'23"E	48.42'
C92	92.26'	786.50'	6°43'15"	S48°23'23"E	92.20'
C93	21.72'	786.50'	1°34'56"	S44°14'18"E	21.72'
C94	31.42'	20.00'	90°00'00"	N08°12'27"W	28.28'
C95	37.05'	217.50'	9°45'37"	S48°19'38"E	37.01'
C96	17.97'	517.50'	1°59'22"	S42°27'09"E	17.97'
C97	58.20'	517.50'	6°26'38"	S38°14'09"E	58.17'
C98	58.20'	517.50'	6°26'38"	S31°47'31"E	58.17'
C99	58.20'	517.50'	6°26'38"	S25°20'53"E	58.17'
C100	47.09'	517.50'	5°12'48"	S19°31'10"E	47.07'
C111	69.73'	786.50'	5°04'46"	S27°09'05"E	69.70'
C112	69.54'	786.50'	5°03'57"	S32°13'27"E	69.52'
C113	69.58'	786.50'	5°04'08"	S37°17'30"E	69.56'
C114	49.71'	786.50'	3°37'16"	S41°38'12"E	49.70'
C118	260.82'	786.50'	19°00'02"	S33°56'49"E	259.63'
C119	274.75'	828.50'	19°00'02"	S33°56'49"E	273.49'
C120	94.71'	828.50'	6°32'59"	S46°43'19"E	94.66'
C121	40.67'	25.00'	93°12'38"	N83°23'52"E	36.33'
C122	113.98'	786.50'	8°18'11"	S47°35'55"E	113.88'
C131	17.43'	482.50'	2°04'11"	S17°56'52"E	17.43'
C132	72.09'	482.50'	8°33'39"	S23°15'46"E	72.03'
C133	72.09'	482.50'	8°33'39"	S31°49'25"E	72.03'
C134	61.84'	482.50'	7°20'35"	S39°46'32"E	61.80'
C135	31.09'	182.50'	9°45'37"	S48°19'38"E	31.05'
C136	31.42'	20.00'	90°00'00"	N81°47'33"E	28.28'
C137	22.50'	175.00'	7°22'00"	N33°06'33"E	22.48'
C138	34.37'	20.00'	98°27'31"	N19°48'12"W	30.29'
C139	41.44'	117.50'	20°12'32"	S58°55'42"E	41.23'
C140	11.03'	117.50'	5°22'36"	S46°08'08"E	11.02'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C141	32.33'	297.50'	6°13'39"	S40°20'01"E	32.32'
C142	56.67'	297.50'	10°54'51"	S31°45'46"E	56.58'
C143	56.47'	297.50'	10°52'30"	S20°52'05"E	56.38'
C144	4.12'	297.50'	0°47'40"	S15°02'00"E	4.12'
C152	1.13'	175.00'	0°22'15"	N00°55'21"E	1.13'
C153	40.76'	20.00'	116°46'51"	N59°29'54"E	34.07'
C154	26.87'	82.50'	18°39'50"	S52°46'45"E	26.76'
C155	12.38'	262.50'	2°42'07"	S42°05'46"E	12.38'
C156	92.85'	262.50'	20°16'00"	S30°36'43"E	92.37'
C157	26.77'	262.50'	5°50'32"	S17°33'27"E	26.75'
C178	179.75'	425.00'	24°13'57"	S12°51'11"W	178.41'









NOTE

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 5936, PAGE 1028 AND O.R. BOOK 5956, PAGE 1272. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	35,742	0.821
B	95,730	2.198
C	165,409	3.797
D	1,225	0.028
E	108,522	2.491
F	19,012	0.436
G	285	0.007
H	75,851	1.741
I	307,920	7.069
J	943	0.022
K	32,635	0.749
L	98,727	2.266
M	162	0.004
N	23,546	0.541
O	38,328	0.880
P	350,909	8.056
Q	8,784	0.202
R	140,847	3.233
S	121,373	2.786
T	100,395	2.035
U	44,307	1.017
V	94,785	2.176

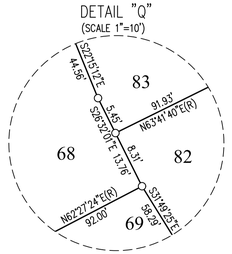
LINE TABLE		
LINE	LENGTH	BEARING
L6	13.76'	S26°32'01"E
L7	23.89'	S17°08'45"E

LEGEND

- ■ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE NOTED.
- ⊡ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4709)
- ◉ INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- ○ INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES. (SEE NOTE #5.)

C9 INDICATES CURVE NUMBER IN CURVE TABLE
L9 INDICATES LINE NUMBER IN LINE TABLE
℄ INDICATES CENTERLINE
Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
CB INDICATES CHORD BEARING
CH INDICATES CHORD DISTANCE
L INDICATES ARC LENGTH
LB INDICATES LICENSED BUSINESS
NO. INDICATES NUMBER
ORB INDICATES OFFICIAL RECORDS BOOK
PC INDICATES POINT OF CURVATURE
POC INDICATES POINT ON CURVE
PCC INDICATES POINT OF COMPOUND CURVATURE
PRC INDICATES POINT OF REVERSE CURVATURE
PT INDICATES POINT OF TANGENCY
R INDICATES RADIUS LENGTH
(R) INDICATES RADIAL LINE
DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
GFE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.

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



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4450 NE 83RD RD. WILDWOOD, FL 34785
(352)748-3126
WWW.CFB-Inc.COM CA #4709

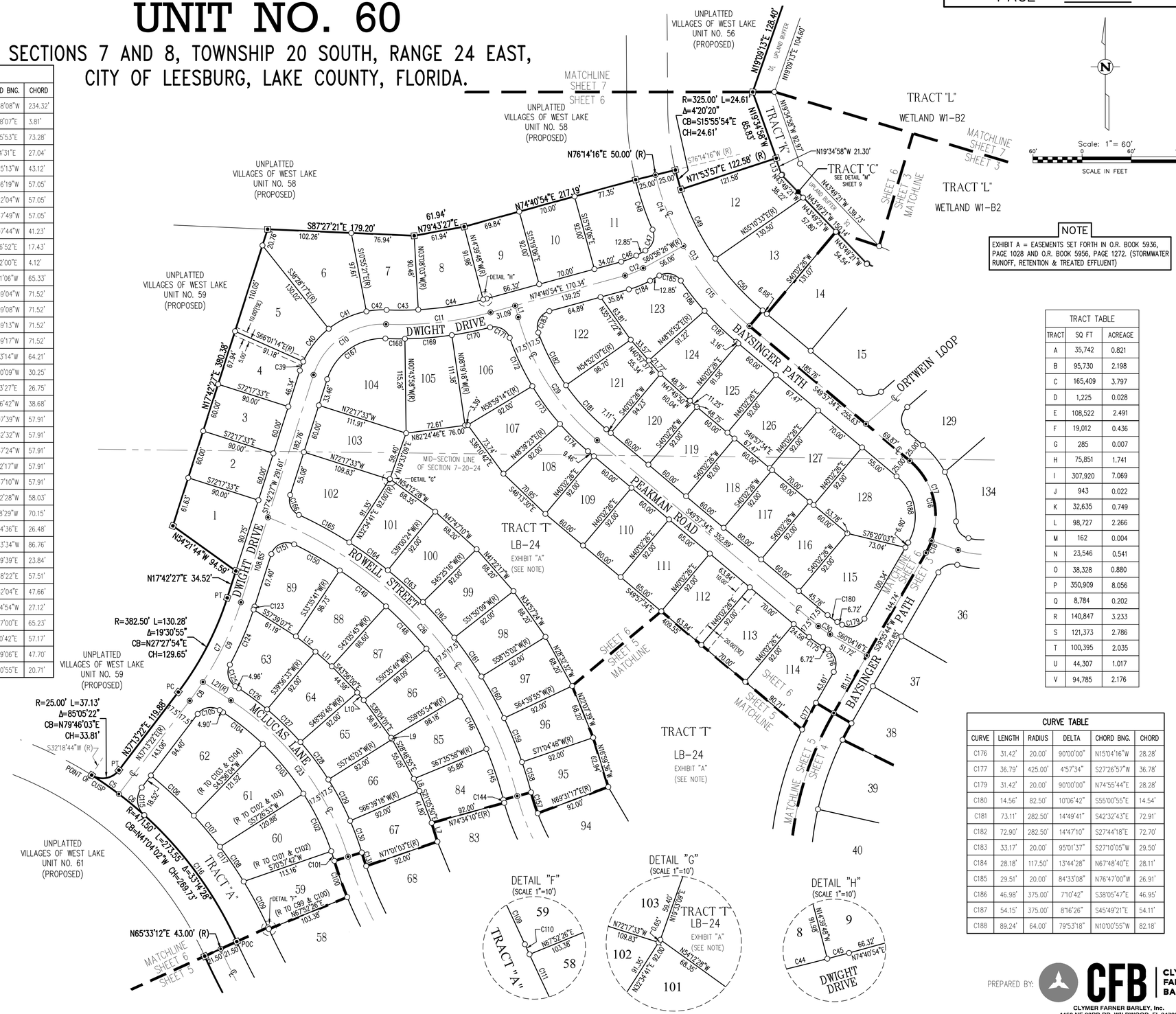
VILLAGES OF WEST LAKE
UNIT NO. 60

SECTIONS 7 AND 8, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

PLAT BOOK _____
PAGE _____

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C5	40.41'	471.50'	4°54'38"	N55°13'57"W	40.40'
C6	40.41'	471.50'	4°54'38"	N50°19'19"W	40.40'
C7	136.24'	400.00'	19°30'55"	N27°27'54"E	135.58'
C8	27.97'	400.00'	4°00'22"	N35°13'11"E	27.96'
C9	108.27'	400.00'	15°30'33"	N25°27'43"E	107.94'
C10	116.04'	89.00'	74°42'14"	S55°03'34"W	107.99'
C11	129.04'	417.00'	17°43'47"	N83°32'47"E	128.52'
C12	23.98'	100.00'	13°44'28"	N67°48'40"E	23.93'
C13	221.12'	350.00'	36°11'50"	S31°51'39"E	217.46'
C14	93.45'	350.00'	15°17'50"	S21°24'39"E	93.17'
C15	127.67'	350.00'	20°54'00"	S39°30'34"E	126.96'
C16	124.09'	89.00'	79°53'18"	N10°00'55"W	114.28'
C17	107.77'	89.00'	69°22'44"	N15°16'12"W	101.30'
C18	16.32'	89.00'	10°30'34"	N24°40'27"E	16.30'
C23	243.56'	350.00'	39°52'14"	N36°50'53"W	238.67'
C26	474.21'	500.00'	54°20'25"	N41°48'23"W	456.64'
C29	181.38'	300.00'	34°38'28"	S32°38'20"E	178.63'
C30	17.65'	100.00'	10°06'42"	S55°00'55"E	17.63'
C39	11.66'	106.50'	6°16'19"	S20°50'37"W	11.65'
C40	51.21'	106.50'	27°32'56"	S37°45'14"W	50.72'
C41	51.21'	106.50'	27°32'56"	S65°18'11"W	50.72'
C42	24.78'	106.50'	13°20'02"	S85°44'40"W	24.73'
C43	38.67'	399.50'	5°32'44"	N89°38'19"E	38.65'
C44	80.39'	399.50'	11°31'45"	N81°06'05"E	80.25'
C45	4.57'	399.50'	0°39'19"	N75°00'33"E	4.57'
C46	19.79'	82.50'	13°44'28"	N67°48'40"E	19.74'
C47	29.51'	20.00'	84°33'08"	N18°39'52"E	26.91'
C48	64.47'	375.00'	9°50'59"	S18°41'13"E	64.39'
C49	94.86'	325.00'	16°43'23"	S26°27'45"E	94.52'
C50	85.85'	325.00'	15°08'07"	S42°23'30"E	85.60'
C100	47.09'	517.50'	5°12'48"	S19°31'10"E	47.07'
C101	12.33'	332.50'	2°07'31"	N17°58'32"W	12.33'
C102	78.42'	332.50'	13°30'49"	N25°47'42"W	78.24'
C103	78.42'	332.50'	13°30'49"	N39°18'32"W	78.24'
C104	62.20'	332.50'	10°43'04"	N51°25'28"W	62.11'
C105	30.02'	20.00'	85°59'38"	S80°13'11"W	27.28'
C106	71.83'	513.50'	8°00'52"	N46°49'02"W	71.77'
C107	49.75'	513.50'	5°33'02"	N40°02'05"W	49.73'
C108	51.30'	513.50'	5°43'28"	N34°23'50"W	51.28'
C109	63.53'	513.50'	7°05'18"	N27°59'27"W	63.49'
C110	2.27'	786.50'	0°09'54"	S24°31'45"E	2.27'
C111	69.73'	786.50'	5°04'46"	S27°09'05"E	69.70'
C115	37.13'	25.00'	85°05'22"	S05°19'19"E	33.81'
C116	192.73'	471.50'	23°25'12"	N36°09'24"W	191.39'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C117	236.40'	513.50'	26°22'39"	N37°38'08"W	234.32'
C123	3.81'	417.50'	0°31'20"	N17°58'07"E	3.81'
C124	73.38'	417.50'	10°04'11"	N23°15'53"E	73.28'
C125	29.70'	20.00'	85°04'58"	S14°14'31"E	27.04'
C126	43.14'	367.50'	6°43'34"	N53°25'13"W	43.12'
C127	57.11'	367.50'	8°54'15"	N45°36'19"W	57.05'
C128	57.11'	367.50'	8°54'15"	N36°42'04"W	57.05'
C129	57.11'	367.50'	8°54'15"	N27°47'49"W	57.05'
C130	41.26'	367.50'	6°25'55"	N20°07'44"W	41.23'
C131	17.43'	482.50'	2°04'11"	S17°56'52"E	17.43'
C144	4.12'	297.50'	0°47'40"	S15°02'00"E	4.12'
C145	65.38'	482.50'	7°45'51"	N18°31'06"W	65.33'
C146	71.59'	482.50'	8°30'04"	N26°39'04"W	71.52'
C147	71.59'	482.50'	8°30'04"	N35°09'08"W	71.52'
C148	71.59'	482.50'	8°30'04"	N43°39'13"W	71.52'
C149	71.59'	482.50'	8°30'04"	N52°09'17"W	71.52'
C150	64.26'	482.50'	7°37'49"	N60°13'14"W	64.21'
C151	34.30'	20.00'	98°15'25"	S66°50'09"W	30.25'
C157	26.77'	262.50'	5°50'32"	S17°33'27"E	26.75'
C158	38.69'	517.50'	4°17'02"	N16°46'42"W	38.68'
C159	57.94'	517.50'	6°24'53"	N22°07'39"W	57.91'
C160	57.94'	517.50'	6°24'53"	N28°32'32"W	57.91'
C161	57.94'	517.50'	6°24'53"	N34°57'24"W	57.91'
C162	57.94'	517.50'	6°24'53"	N41°22'17"W	57.91'
C163	57.94'	517.50'	6°24'53"	N47°47'10"W	57.91'
C164	58.06'	517.50'	6°25'43"	N54°12'28"W	58.03'
C165	70.20'	517.50'	7°46'20"	N61°18'29"W	70.15'
C166	28.94'	20.00'	82°54'06"	S23°44'36"E	26.48'
C167	93.22'	71.50'	74°42'14"	S55°03'34"W	86.76'
C168	23.84'	434.50'	3°08'39"	S89°09'39"E	23.84'
C169	57.55'	434.50'	7°35'20"	N85°28'22"E	57.51'
C170	47.68'	434.50'	6°17'17"	N78°32'04"E	47.66'
C171	29.81'	20.00'	85°23'22"	N61°54'54"W	27.12'
C172	65.35'	317.50'	11°47'33"	S25°07'00"E	65.23'
C173	57.25'	317.50'	10°19'51"	S36°10'42"E	57.17'
C174	47.74'	317.50'	8°36'57"	S45°39'06"E	47.70'
C175	20.74'	117.50'	10°06'42"	S55°00'55"E	20.71'


UNPLATTED VILLAGES OF WEST LAKE UNIT NO. 56 (PROPOSED)
UNPLATTED VILLAGES OF WEST LAKE UNIT NO. 58 (PROPOSED)
UNPLATTED VILLAGES OF WEST LAKE UNIT NO. 59 (PROPOSED)
UNPLATTED VILLAGES OF WEST LAKE UNIT NO. 61 (PROPOSED)
MATCHLINE SHEET 7 SHEET 6
MATCHLINE SHEET 6 SHEET 7
MATCHLINE SHEET 6 SHEET 5
MATCHLINE SHEET 5 SHEET 4
MATCHLINE SHEET 6 SHEET 3
MATCHLINE SHEET 5 SHEET 3
MID-SECTION LINE OF SECTION 7-20-24
DWIGHT DRIVE
ROWELL STREET
MCLUCAS LANE
PEAKMAN ROAD
BAYSINGER PATH
ORTWEIN LOOP
TRACT "A"
TRACT "C"
SEE DETAIL "M" SHEET 9
TRACT "I"
TRACT "L"
WETLAND W1-B2
TRACT "T"
LB-24
EXHIBIT "A"
(SEE NOTE)
UPLAND BUFFER
POINT OF CUSP
POC
POINT OF COMMENCEMENT
N19°09'13"E 128.40'
N19°09'13"E 104.60'
R=325.00' L=24.61'
Δ=4°20'20"
CB=S15°55'55"E
CH=24.61'
N19°34'58"W 85.83'
N19°34'58"W 92.97'
N19°34'58"W 21.30'
N76°14'16"E 50.00' (R)
S76°14'16"W (R)
N71°53'57"E 122.58' (R)
121.58'
N74°40'54"E 217.19'
S87°27'21"E 179.20'
N79°43'27"E 61.94'
N17°42'27"E 380.38'
N54°21'44"W 94.50'
N17°42'27"E 34.52'
R=382.50' L=130.28'
Δ=19°30'55"
CB=N27°27'54"E
CH=129.65'
R=25.00' L=37.13'
Δ=85°05'22"
CB=N79°46'03"E
CH=33.81'
N57°13'22"E 119.88'
R=471.50' L=273.55'
CB=N41°04'02"W
CH=269.73'
Δ=33°14'28"
N65°33'12"E 43.00' (R)
S32°18'44"W (R)
S66°01'14"E(R)
S72°17'33"E
N72°17'33"W
N82°24'46"E 76.00'
N54°21'28"W
N36°10'42"E
N48°39'23"E(R)
N41°33'09"E
N54°12'28"W
N32°34'41"E
N47°47'10"W
N38°59'14"E(R)
N30°43'50"W(R)
N38°19'18"W(R)
N30°08'03"W(R)
N43°49'46"W(R)
S10°55'21"E(R)
S38°28'17"E(R)
S57°39'07"E
S33°33'41"W(R)
S42°05'45"W(R)
S38°56'33"W(R)
S48°50'49"W(R)
S57°45'03"W(R)
S66°39'18"W(R)
S71°01'03"E(R)
S57°26'53"W
S67°26'26"E
S54°36'04"W
S70°05'42"W
S48°23'08"E
S41°36'52"W
S36°10'42"E
S15°19'06"E
S57°39'07"E
S15°19'06"E
S47°39'55"W(R)
S64°39'55"W(R)
S71°04'48"W(R)
N69°51'17"E(R)
N16°59'36"W
N20°07'39"W
N28°32'32"W
N36°23'24"W
N44°48'16"W
N54°52'07"E(R)
N48°18'52"E(R)
N57°17'22"W
N47°45'50"W
N40°02'26"E
S40°02'26"W
S49°57'34"E
S76°20'03"E
S86°01'46"E
S03°58'14"W
S39°35'24"W
S25°45'54"W
S40°02'26"W
N40°02'26"E
N43°49'21"W 138.23'
N43°49'21"W 150.44'
N43°49'21"W 54.54'
N43°49'21"W 57.80'
N43°49'21"W 38.22'
N55°10'33"E(R)
S40°02'26"W 131.07'
S40°02'26"W 54.23'
S40°02'26"W 55.34'
S40°02'26"W 94.23'
S40°02'26"W 92.00'
S40°02'26"W 60.04'
S40°02'26"W 60.00'
S40°02'26"W 65.00'
S40°02'26"W 92.00'
S40°02'26"W 92.89'
S40°02'26"W 92.00'
S40°02'26"W 92.00'
S40°02'26"W 92.00

PLAT BOOK _____
PAGE _____

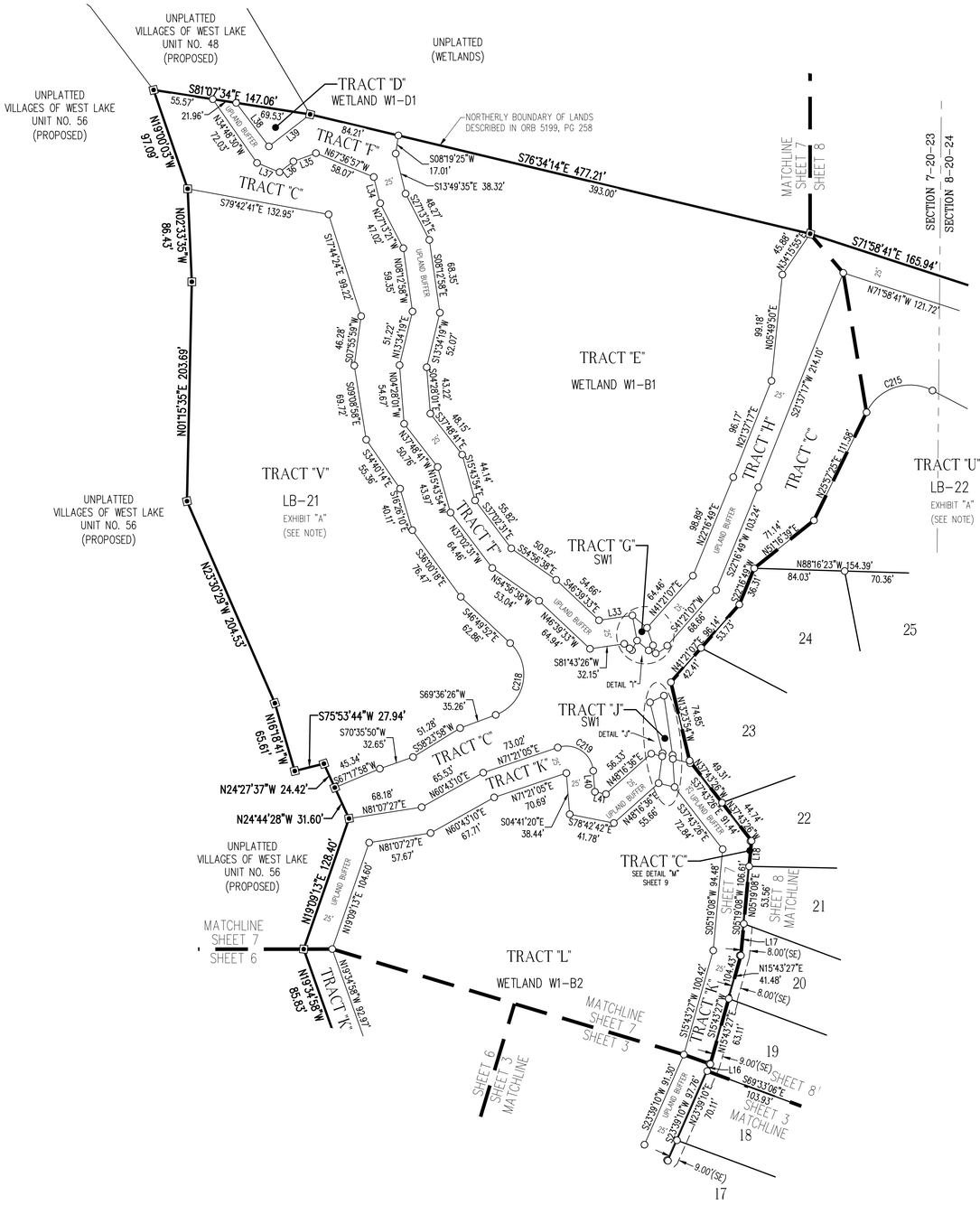
VILLAGES OF WEST LAKE UNIT NO. 60

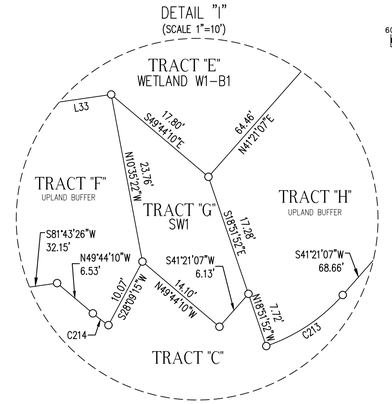
SECTIONS 7 AND 8, TOWNSHIP 20 SOUTH, RANGE 24 EAST, CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

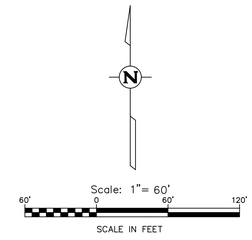
NOTE
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 5936, PAGE 1028 AND O.R. BOOK 5956, PAGE 1272. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C213	13.00'	25.00'	29°47'01"	S56°14'38"W	12.85'
C214	2.74'	25.00'	6°16'58"	N52°52'39"W	2.74'
C215	71.88'	45.00'	91°31'02"	N71°42'57"E	64.48'
C218	81.29'	40.00'	116°26'18"	S11°23'17"W	68.01'
C219	45.36'	25.00'	103°57'35"	S56°40'08"E	39.39'

LINE TABLE		
LINE	LENGTH	BEARING
L16	7.11'	N23°39'10"E
L17	29.69'	N5°19'08"E
L18	23.85'	N5°19'08"E
L33	31.33'	N81°43'26"E
L34	25.02'	N13°49'35"W
L35	22.26'	S69°48'05"W
L36	16.24'	S52°11'18"W
L37	22.62'	N67°34'10"W
L38	50.59'	N36°58'30"W
L39	48.43'	S52°11'18"W
L40	19.59'	S4°41'20"E
L41	10.46'	S78°42'42"E







TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	35,742	0.821
B	95,730	2.198
C	165,409	3.797
D	1,225	0.028
E	108,522	2.491
F	19,012	0.436
G	285	0.007
H	75,851	1.741
I	307,920	7.069
J	943	0.022
K	32,635	0.749
L	98,727	2.266
M	162	0.004
N	23,546	0.541
O	38,328	0.880
P	350,909	8.056
Q	8,784	0.202
R	140,847	3.233
S	121,373	2.786
T	100,395	2.035
U	44,307	1.017
V	94,785	2.176

LEGEND

- ■ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE NOTED.
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- LB INDICATES LICENSED BUSINESS
- NO. INDICATES NUMBER
- ORB INDICATES OFFICIAL RECORDS BOOK
- PC INDICATES POINT OF CURVATURE
- POC INDICATES POINT ON CURVE
- PCC INDICATES POINT OF COMPOUND CURVATURE
- PRC INDICATES POINT OF REVERSE CURVATURE
- PT INDICATES POINT OF TANGENCY
- R INDICATES RADIUS LENGTH
- (R) INDICATES RADIAL LINE
- DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
- GFE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.

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

PREPARED BY:
CFB CLYMER FARNER BARLEY
CLYMER FARNER BARLEY, Inc.
4450 NE 83RD RD, WILDWOOD, FL 34785
(352)748-3126
WWW.CFB-Inc.COM CA #4709

VILLAGES OF WEST LAKE
UNIT NO. 60

SECTIONS 7 AND 8, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

PLAT BOOK _____
PAGE _____

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C35	108.78'	89.00'	70°01'50"	N08°16'56"W	102.14'
C36	91.64'	200.00'	26°15'15"	N56°25'28"W	90.84'
C38	141.18'	200.00'	40°26'47"	N00°13'31"E	138.27'
C56	61.53'	182.50'	19°19'03"	N10°47'23"E	61.24'
C57	54.80'	182.50'	17°12'21"	N07°28'19"W	54.60'
C58	25.77'	25.00'	59°03'43"	N45°36'21"W	24.64'
C59	42.95'	50.00'	49°12'42"	S50°31'52"E	41.64'
C60	46.73'	50.00'	53°32'48"	S00°50'53"W	45.05'
C61	44.86'	50.00'	51°24'13"	S53°19'24"W	43.37'
C62	44.86'	50.00'	51°24'13"	N75°16'23"W	43.37'
C63	57.83'	50.00'	66°16'13"	N16°26'10"W	54.66'
C64	16.60'	50.00'	19°01'30"	N26°12'41"E	16.53'
C65	23.16'	25.00'	53°04'22"	S09°11'15"W	22.34'
C66	130.26'	217.50'	34°18'50"	N00°11'30"W	128.32'
C67	13.22'	217.50'	3°29'00"	N18°42'25"E	13.22'
C68	31.42'	20.00'	90°00'00"	S24°33'06"E	28.28'
C69	31.48'	217.50'	8°17'33"	N65°24'19"W	31.45'
C70	64.97'	217.50'	17°06'58"	N52°42'04"W	64.73'
C71	3.21'	217.50'	0°50'44"	N43°43'13"W	3.21'
C72	10.77'	106.50'	5°47'39"	N40°24'02"W	10.77'
C73	119.40'	106.50'	64°14'11"	N05°23'06"W	113.25'
C215	71.88'	45.00'	91°31'02"	N71°42'57"E	64.48'
C216	32.86'	45.00'	41°50'00"	S41°36'32"E	32.13'
C217	36.93'	45.00'	47°01'10"	S02°49'03"W	35.90'

LINE TABLE		
LINE	LENGTH	BEARING
L16	7.11'	N23°39'10"E
L17	29.69'	N5°19'08"E
L18	23.85'	N5°19'08"E
L26	27.54'	S82°30'22"W
L27	30.53'	N87°08'55"W
L28	17.89'	N24°06'09"E
L29	20.41'	N10°37'32"E
L30	24.75'	N21°10'16"W
L31	18.89'	N19°00'34"W
L32	16.37'	N1°19'17"W

LEGEND

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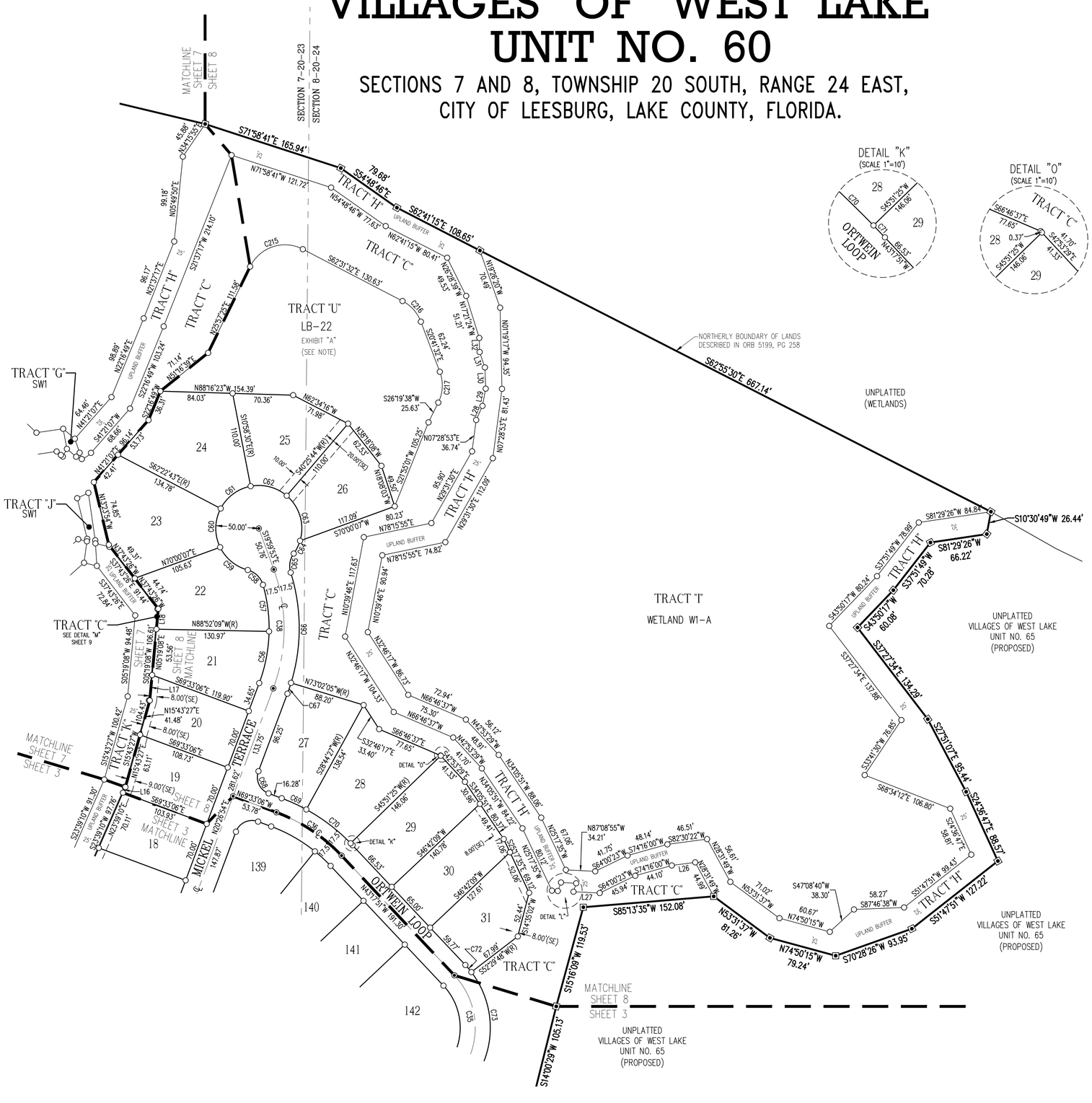
R/W INDICATES RIGHT-OF-WAY



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V	94,785	2.176

NOTE

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 5936, PAGE 1028 AND O.R. BOOK 5956, PAGE 1272. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

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VILLAGES OF WEST LAKE
UNIT NO. 60

SECTIONS 7 AND 8, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
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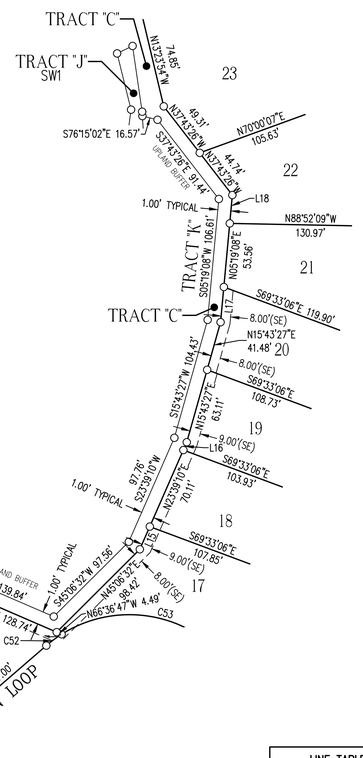
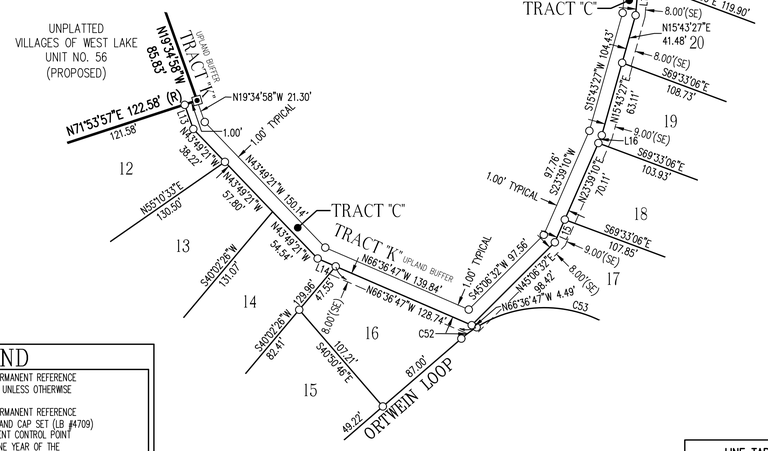
Scale: 1"= 60'
60' 0 60' 120'
SCALE IN FEET

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C52	15.97'	106.50'	8°35'31"	S53°27'00"W	15.96'
C53	130.79'	106.50'	70°21'52"	N87°04'19"W	122.73'

DETAIL "M"
(ON SHEETS 3, 6 AND 7)
(NOT TO SCALE)



UNPLATTED
VILLAGES OF WEST LAKE
UNIT NO. 56
(PROPOSED)



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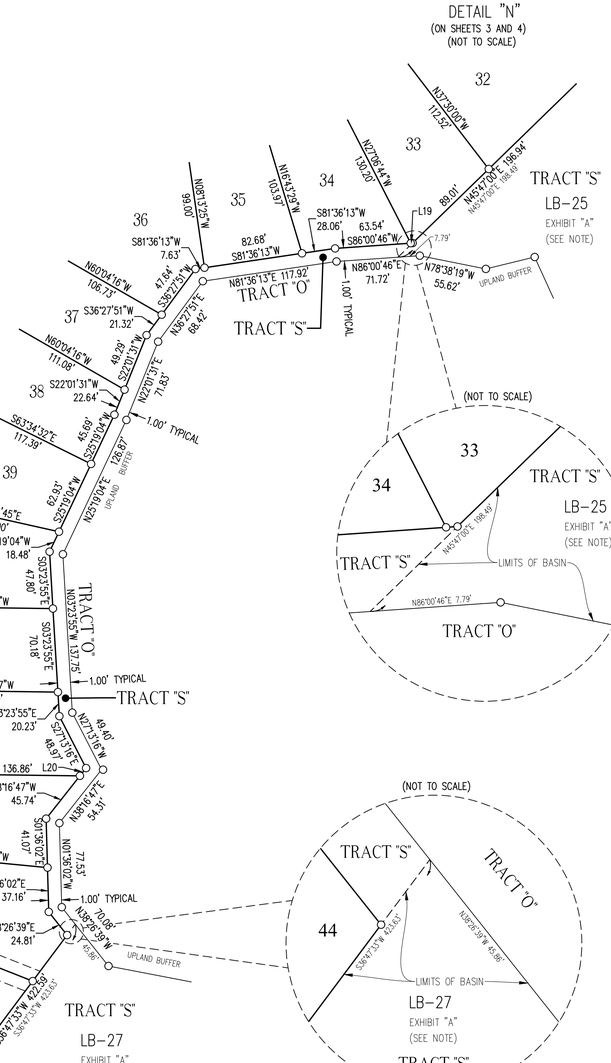
PB	INDICATES PLAT BOOK
PG	INDICATES PAGE
PGS	INDICATES PAGES
SQ FT	INDICATES SQUARE FEET
R/W	INDICATES RIGHT-OF-WAY

LINE TABLE		
LINE	LENGTH	BEARING
L13	21.54'	N19°34'58"W
L14	16.47'	N66°36'47"W
L15	20.80'	N23°39'10"E
L16	7.11'	N23°39'10"E
L17	29.69'	N5°19'08"E
L18	23.85'	N5°19'08"E
L19	1.61'	S86°00'46"W
L20	8.29'	S38°16'47"W

DETAIL "N"
(ON SHEETS 3 AND 4)
(NOT TO SCALE)



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City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: August 22, 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. 62, a subdivision of the City of Leesburg, Florida, being a portion of Section 7, 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. 62)

Staff Recommendation:
Staff recommends approval of the plat for Villages of West Lake Unit No. 62 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 57 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. 62 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. 62, A SUBDIVISION OF THE CITY OF LEESBURG, FLORIDA, BEING A PORTION OF SECTION 7, 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. 62)

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

A PARCEL OF LAND LYING WITHIN THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 7; THENCE ALONG THE EAST LINE THEREOF RUN S00°32'36"W, 1,314.53 FEET; THENCE DEPARTING SAID EAST LINE RUN N89°27'24"W, 194.03 FEET TO THE POINT OF BEGINNING; THENCE S06°16'53"E, 97.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 217.50 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°30'38", AN ARC DISTANCE OF 104.43 FEET TO THE POINT OF TANGENCY; THENCE S33°47'32"E, 4.99 FEET; THENCE S56°12'28"W, 59.91 FEET; THENCE S16°11'13"W, 357.24 FEET; THENCE S47°33'41"W, 167.92 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4556, PAGE 1743, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG SAID NORTHEASTERLY LINE RUN N42°26'19"W, 857.74 FEET; THENCE DEPARTING SAID NORTHEASTERLY LINE RUN N47°50'12"E, 117.15 FEET; THENCE N58°37'14"E, 43.54 FEET; THENCE N66°37'13"E, 45.00 FEET; THENCE N63°09'16"E, 69.74 FEET; THENCE N64°56'19"E, 80.23 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 871.50 FEET AND A CHORD BEARING AND DISTANCE OF S77°17'06"E, 488.59 FEET TO WHICH A RADIAL LINE BEARS S28°59'39"W; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°33'30", AN ARC DISTANCE OF 495.23 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 87°16'58", AN ARC DISTANCE OF 38.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.68 ACRES, MORE OR LESS.

(See Exhibit A, Villages of West Lake Unit No. 62 Plat attached)

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 22nd day of August 2022.

_____
Mayor

ATTEST:

_____
City Clerk

VILLAGES OF WEST LAKE UNIT NO. 62

SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

PLAT BOOK _____

PAGE _____

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 7; THENCE ALONG THE EAST LINE THEREOF RUN S00°32'36"W, 1,314.53 FEET; THENCE DEPARTING SAID EAST LINE RUN N89°27'24"W, 194.03 FEET TO THE POINT OF BEGINNING; THENCE S06°16'53"E, 97.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 217.50 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°30'38", AN ARC DISTANCE OF 104.43 FEET TO THE POINT OF TANGENCY; THENCE S33°47'32"E, 4.99 FEET; THENCE S56°12'28"W, 59.91 FEET; THENCE S16°11'13"W, 357.24 FEET; THENCE S47°33'41"W, 167.92 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4556, PAGE 1743, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG SAID NORTHEASTERLY LINE RUN N42°26'19"W, 857.74 FEET; THENCE DEPARTING SAID NORTHEASTERLY LINE RUN N47°50'12"E, 117.15 FEET; THENCE N58°37'14"E, 43.54 FEET; THENCE N66°37'13"E, 45.00 FEET; THENCE N63°09'16"E, 69.74 FEET; THENCE N64°56'19"E, 80.23 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 871.50 FEET AND A CHORD BEARING AND DISTANCE OF S77°17'06"E, 488.59 FEET TO WHICH A RADIAL LINE BEARS S28°59'39"W; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°33'30", AN ARC DISTANCE OF 495.23 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 87°16'58", AN ARC DISTANCE OF 38.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.68 ACRES, MORE OR LESS.

VILLAGES OF WEST LAKE UNIT NO. 62 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. 62, 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.

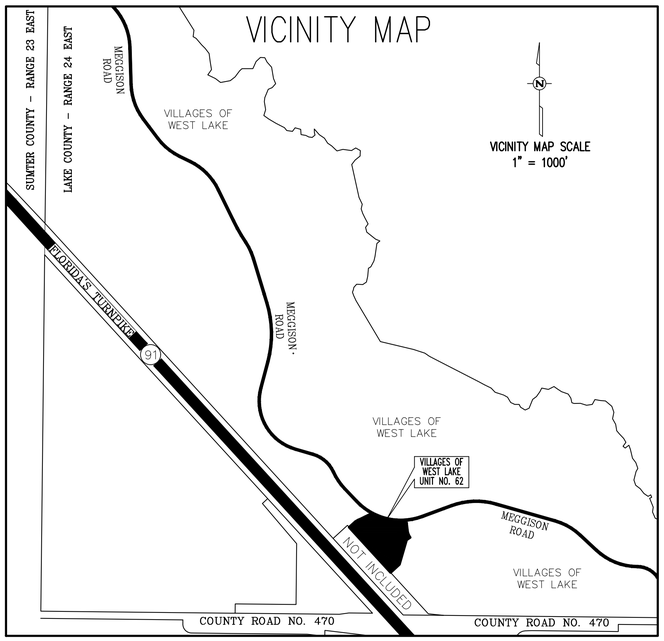
_____
NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME:_____
COMMISSION NO.:_____
COMMISSION EXPIRES:_____

SEAL

PREPARED BY:

CFB | CLYMER FARNER BARLEY
CLYMER FARNER BARLEY, Inc.
4450 NE 83RD RD. WILDWOOD, FL 34785
(352)748-3126
WWW.CFB-Inc.COM CA #4709

VICINITY MAP



57 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 EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, HAS A BEARING OF SOUTH 00°32'36" WEST.

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

3.) ALL DISTANCES SHOWN ARE IN FEET.

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

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

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

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

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

9.) TRACTS "C", "D", "E" 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 AND E OF THE SUBDIVISION.

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

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

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. 62, A SUBDIVISION OF LAND HEREIN DESCRIBED AND JOINS WITH VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14 (THE DISTRICT) TO HEREBY DEDICATE THE ROADWAYS SHOWN HEREON TO THE CITY OF LEESBURG AND THE PERPETUAL USE OF THE PUBLIC; AND DEDICATES TRACTS "A", "B", "C", "D", "E" AND "F" TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14.

WITNESSES:

(1) _____
SIGNATURE

_____
PRINT NAME

(2) _____
SIGNATURE

_____
PRINT NAME

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

BY: _____
MARTIN L. DZURO,
MANAGER

WITNESSES:

(1) _____
SIGNATURE

_____
PRINT NAME

(2) _____
SIGNATURE

_____
PRINT NAME

VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14

BY: _____
C. DALE BORROWMAN,
CHAIR

STATE OF FLORIDA
COUNTY OF SUMTER

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

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

SEAL

STATE OF FLORIDA
COUNTY OF SUMTER

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

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

SEAL

CERTIFICATE OF SURVEYOR

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

_____ DATE: _____
KAYE M. JAMESON, P.S.M. – REGISTRATION NUMBER 5912
CLYMER FARNER BARLEY, 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. 62

SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

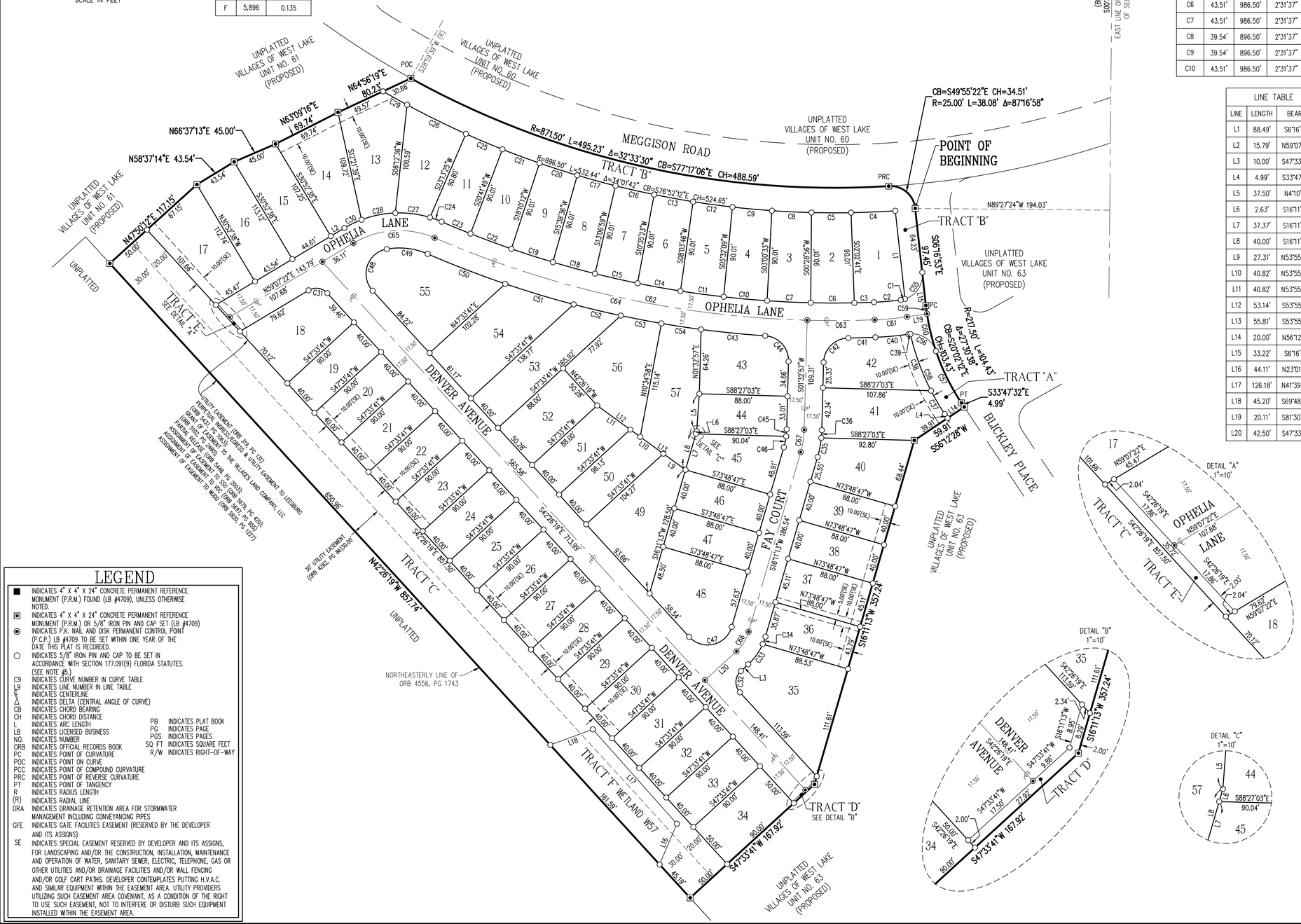
PLAT BOOK _____
PAGE _____

Scale: 1"= 50'
50' 0 50' 100'
SCALE IN FEET

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	1,665	0.038
B	14,912	0.342
C	36,985	0.849
D	73	0.002
E	71	0.002
F	5,896	0.135

POINT OF COMMENCEMENT
NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 7-20-24
FOUND 4"X4" CONCRETE MONUMENT NO IDENTIFICATION

(BEARING BASIS) S00°32'56"W 1,314.53'
EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 7-20-24



LEGEND

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

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

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C1	4.41'	25.00'	10°05'47"	N77°13'47"E	4.40'
C2	26.77'	282.50'	5°25'46"	N84°59'34"E	26.76'
C3	19.60'	986.50'	1°08'18"	N88°16'36"E	19.60'
C4	44.11'	896.50'	2°49'09"	N87°31'32"E	44.11'
C5	39.54'	896.50'	2°31'37"	S89°48'05"E	39.53'
C6	43.51'	986.50'	2°31'37"	S89°53'27"E	43.50'
C7	43.51'	986.50'	2°31'37"	S87°21'50"E	43.50'
C8	39.54'	896.50'	2°31'37"	S87°16'28"E	39.53'
C9	39.54'	896.50'	2°31'37"	S84°44'52"E	39.53'
C10	43.51'	986.50'	2°31'37"	S84°50'14"E	43.50'

LINE TABLE		
LINE	LENGTH	BEARING
L1	88.49'	S6°16'53"E
L2	15.79'	N59°07'22"E
L3	10.00'	S47°33'41"W
L4	4.99'	S33°47'32"E
L5	37.50'	N4°10'19"E
L6	2.63'	S16°11'13"W
L7	37.37'	S16°11'13"W
L8	40.00'	S16°11'13"W
L9	27.31'	N53°55'57"W
L10	40.82'	N53°55'57"W
L11	40.82'	N53°55'57"W
L12	53.14'	S53°55'57"E
L13	55.81'	S53°55'57"E
L14	20.00'	N56°12'28"E
L15	33.22'	S6°16'53"E
L16	44.11'	N23°01'42"E
L17	126.18'	N41°39'57"W
L18	45.20'	S69°48'09"W
L19	20.11'	S81°30'54"W
L20	42.50'	S47°33'41"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C11	43.51'	986.50'	2°31'37"	S82°18'37"E	43.50'
C12	39.54'	896.50'	2°31'37"	S82°13'15"E	39.53'
C13	39.54'	896.50'	2°31'37"	S79°41'39"E	39.53'
C14	43.51'	986.50'	2°31'37"	S79°47'00"E	43.50'
C15	43.51'	986.50'	2°31'37"	S77°15'24"E	43.50'
C16	39.54'	896.50'	2°31'37"	S77°10'02"E	39.53'
C17	39.54'	896.50'	2°31'37"	S74°38'25"E	39.53'
C18	43.51'	986.50'	2°31'37"	S74°43'47"E	43.50'
C19	43.51'	986.50'	2°31'37"	S72°12'11"E	43.50'
C20	39.54'	896.50'	2°31'37"	S72°06'49"E	39.53'
C21	39.54'	896.50'	2°31'37"	S69°35'12"E	39.53'
C22	43.51'	986.50'	2°31'37"	S69°40'34"E	43.50'
C23	31.22'	986.50'	1°48'47"	S67°30'22"E	31.21'
C24	12.31'	106.50'	6°37'31"	N69°54'44"W	12.31'
C25	39.54'	896.50'	2°31'37"	S67°03'36"E	39.53'
C26	65.42'	896.50'	4°10'51"	S63°42'22"E	65.40'
C27	35.02'	106.50'	18°50'29"	N82°38'44"W	34.86'
C28	34.52'	106.50'	18°34'15"	S78°38'55"W	34.37'
C29	27.54'	896.50'	1°45'36"	S60°44'08"E	27.54'
C30	19.03'	106.50'	10°14'26"	S64°14'34"W	19.01'
C31	20.54'	15.00'	78°26'19"	N81°39'29"W	18.97'
C32	23.56'	15.00'	90°00'00"	S02°33'41"W	21.21'
C33	24.91'	60.00'	23°47'18"	N35°40'02"E	24.73'
C34	7.94'	60.00'	7°35'10"	N19°58'48"E	7.94'
C35	19.54'	106.50'	10°30'47"	N10°55'49"E	19.51'
C36	7.67'	106.50'	4°07'28"	N03°36'42"E	7.66'
C37	26.98'	237.50'	6°30'28"	S30°32'18"E	26.96'
C38	60.34'	237.50'	14°33'24"	S20°00'21"E	60.18'
C39	1.82'	25.00'	4°09'52"	S83°47'12"W	1.82'
C40	33.27'	317.50'	6°00'11"	N84°42'22"E	33.25'
C41	27.00'	1021.50'	1°30'51"	N88°27'53"E	27.00'
C42	38.25'	25.00'	87°40'21"	S45°23'08"W	34.63'
C43	64.19'	1021.50'	3°36'02"	S84°19'23"E	64.18'
C44	38.25'	25.00'	87°40'21"	N42°17'13"W	34.63'
C45	7.00'	71.50'	5°36'47"	N04°21'21"E	7.00'
C46	11.26'	71.50'	9°01'29"	N11°40'29"E	11.25'
C47	52.96'	25.00'	121°22'28"	N76°52'27"E	43.60'
C48	53.44'	25.00'	122°28'02"	S18°47'41"W	43.83'
C49	41.65'	71.50'	33°22'19"	N83°17'08"W	41.06'
C50	82.99'	1021.50'	4°39'17"	S68°55'37"E	82.97'
C51	71.24'	1021.50'	3°59'46"	S73°15'09"E	71.23'
C52	48.35'	1021.50'	2°42'43"	S76°36'23"E	48.34'
C53	41.27'	1021.50'	2°18'53"	S79°07'11"E	41.27'
C54	40.03'	1021.50'	2°14'44"	S81°24'00"E	40.03'
C55	34.24'	25.00'	78°27'47"	N32°57'00"E	31.62'
C56	32.97'	25.00'	75°33'11"	N56°21'16"W	30.63'
C57	57.75'	217.50'	15°12'51"	S26°11'06"E	57.58'
C58	87.32'	237.50'	21°03'53"	S23°15'35"E	86.83'
C59	8.36'	217.50'	2°12'12"	S07°22'59"E	8.36'
C60	38.31'	217.50'	10°05'36"	S13°31'53"E	38.27'
C61	32.42'	300.00'	6°11'33"	N84°36'41"E	32.41'
C62	450.22'	1004.00'	25°41'34"	S79°26'46"E	446.46'
C63	67.32'	1004.00'	3°50'30"	N89°37'42"E	67.31'
C64	382.90'	1004.00'	21°51'04"	S77°31'31"E	380.58'
C65	84.31'	89.00'	54°16'40"	S86°15'41"W	81.19'
C66	23.27'	42.50'	31°22'28"	N31°52'27"E	22.98'
C67	22.74'	89.00'	14°38'15"	N08°52'05"E	22.68'

PREPARED BY:
CFB CLYMER FARNER BARLEY
CLYMER FARNER BARLEY, Inc.
4450 NE 83RD RD. WILDWOOD, FL 34785
(352)748-3126
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City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.7.

Meeting Date: August 22, 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. 66, a subdivision of the City of Leesburg, Florida, being a portion of Section 8, 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. 66)

Staff Recommendation:
Staff recommends approval of the plat for Villages of West Lake Unit No. 66 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 120 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. 66 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. 66, A SUBDIVISION OF THE CITY OF LEESBURG, FLORIDA, BEING A PORTION OF SECTION 8, 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. 66)

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

A PARCEL OF LAND LYING WITHIN 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 TO THE POINT OF BEGINNING; THENCE N06°32'28"E, 107.38 FEET; THENCE N14°25'59"E, 155.42 FEET; THENCE N48°50'37"E, 291.20 FEET; THENCE N67°21'57"E, 60.42 FEET; THENCE N81°19'22"E, 54.48 FEET; THENCE S86°02'52"E, 162.72 FEET; THENCE N55°45'59"W, 91.01 FEET; THENCE N28°25'46"W, 105.39 FEET; THENCE N07°27'17"E, 109.83 FEET; THENCE N49°59'16"E, 25.64 FEET; THENCE N68°36'03"E, 9.80 FEET; THENCE N50°53'42"E, 22.92 FEET; THENCE N65°44'37"E, 4.74 FEET; THENCE N78°26'04"E, 4.76 FEET; THENCE N61°32'48"E, 2.83 FEET; THENCE N07°52'42"W, 5.73 FEET; THENCE N64°46'11"E, 12.57 FEET; THENCE N29°03'46"W, 53.75 FEET; THENCE N05°05'24"W, 99.39 FEET; THENCE N09°17'09"E, 151.65 FEET; THENCE N07°43'49"E, 94.23 FEET; THENCE N09°26'03"E, 102.37 FEET; THENCE N45°25'45"W, 30.25 FEET; THENCE N37°07'39"E, 17.89 FEET; THENCE N56°37'11"W, 110.75 FEET; THENCE N10°50'53"E, 112.64 FEET; THENCE N41°50'07"E, 43.65 FEET; THENCE N07°12'02"E, 34.05 FEET; THENCE N07°31'29"E, 25.29 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 N88°46'08"E, 89.59 FEET; THENCE S72°00'24"E, 88.54 FEET; THENCE N82°00'35"E, 82.23 FEET; THENCE N28°08'41"E, 77.60 FEET; THENCE S79°52'28"E, 72.13 FEET; THENCE S84°08'18"E, 76.52 FEET; THENCE S50°04'27"E, 116.72 FEET; THENCE S18°05'38"E, 86.72 FEET; THENCE S11°26'26"W, 91.89 FEET; THENCE S29°04'26"E, 89.79 FEET; THENCE S09°58'55"E, 91.28 FEET; THENCE S40°14'22"E, 56.45 FEET; THENCE S43°10'08"E, 86.77 FEET; THENCE S30°23'40"E, 63.23 FEET; THENCE S36°06'06"W, 69.17 FEET; THENCE S49°24'38"E, 39.36 FEET; THENCE N51°47'53"E, 66.55 FEET; THENCE S18°39'03"E, 66.42 FEET; THENCE S13°29'51"E, 121.98 FEET; THENCE S37°08'09"E, 78.28 FEET; THENCE S18°59'20"E, 85.31 FEET; THENCE S29°01'05"W, 50.31 FEET; THENCE S14°39'12"W, 122.19 FEET; THENCE S18°44'14"E, 78.53 FEET; THENCE S53°17'25"E, 80.53 FEET; THENCE S37°24'41"E, 83.16 FEET;

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CONTAINING 36.20 ACRES, MORE OR LESS.

(See Exhibit A, Villages of West Lake Unit No. 66 Plat attached)

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 22nd day of August 2022.

_____
Mayor

ATTEST:

_____
City Clerk

VILLAGES OF WEST LAKE UNIT NO. 66

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

PLAT BOOK _____

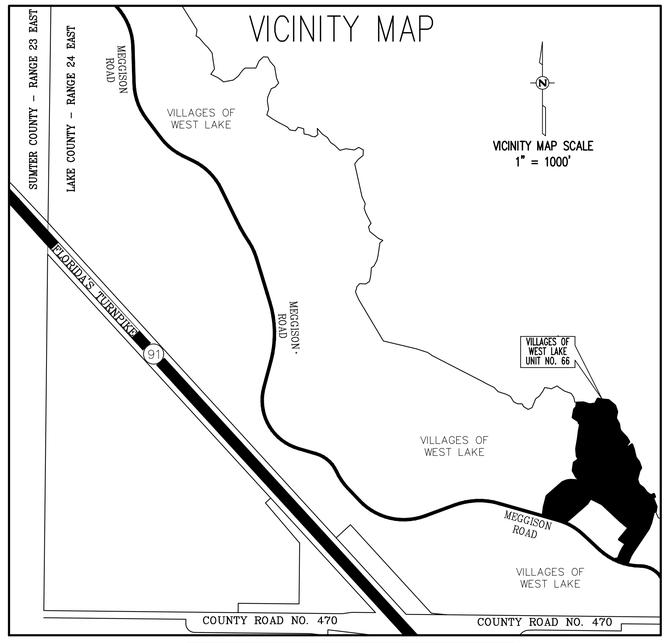
PAGE _____

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN 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 TO THE POINT OF BEGINNING; THENCE N06°32'28"E, 107.38 FEET; THENCE N14°25'59"E, 155.42 FEET; THENCE N48°50'37"E, 291.20 FEET; THENCE N67°21'57"E, 60.42 FEET; THENCE N81°19'22"E, 54.48 FEET; THENCE S86°02'52"E, 162.72 FEET; THENCE N55°45'59"W, 91.01 FEET; THENCE N28°25'46"W, 105.39 FEET; THENCE N07°27'17"E, 109.83 FEET; THENCE N49°59'16"E, 25.64 FEET; THENCE N68°36'03"E, 9.80 FEET; THENCE N50°53'42"E, 22.92 FEET; THENCE N65°44'37"E, 4.74 FEET; THENCE N78°26'04"E, 4.76 FEET; THENCE N61°32'48"E, 2.83 FEET; THENCE N07°52'42"W, 5.73 FEET; THENCE N64°46'11"E, 12.57 FEET; THENCE N29°03'46"W, 53.75 FEET; THENCE N05°05'24"W, 99.39 FEET; THENCE N09°17'09"E, 151.65 FEET; THENCE N07°43'49"E, 94.23 FEET; THENCE N09°26'03"E, 102.37 FEET; THENCE N45°25'45"W, 30.25 FEET; THENCE N37°07'39"E, 17.89 FEET; THENCE N56°37'11"W, 110.75 FEET; THENCE N10°50'53"E, 112.64 FEET; THENCE N41°50'07"E, 43.65 FEET; THENCE N07°12'02"E, 34.05 FEET; THENCE N07°31'29"E, 25.29 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 N88°46'08"E, 89.59 FEET; THENCE S72°00'24"E, 88.54 FEET; THENCE N82°00'35"E, 82.23 FEET; THENCE N28°08'41"E, 77.60 FEET; THENCE S79°52'28"E, 72.13 FEET; THENCE S84°08'18"E, 76.52 FEET; THENCE S50°04'27"E, 116.72 FEET; THENCE S18°05'38"E, 86.72 FEET; THENCE S11°26'26"W, 91.89 FEET; THENCE S29°04'26"E, 89.79 FEET; THENCE S09°58'55"E, 91.28 FEET; THENCE S40°14'22"E, 56.45 FEET; THENCE S43°10'08"E, 86.77 FEET; THENCE S30°23'40"E, 63.23 FEET; THENCE S36°06'06"W, 69.17 FEET; THENCE S49°24'38"E, 39.36 FEET; THENCE N51°47'53"E, 66.55 FEET; THENCE S18°39'03"E, 66.42 FEET; THENCE S13°29'51"E, 121.98 FEET; THENCE S37°08'09"E, 78.28 FEET; THENCE S18°59'20"E, 85.31 FEET; THENCE S29°01'05"W, 50.31 FEET; THENCE S14°39'12"W, 122.19 FEET; THENCE S18°44'14"E, 78.53 FEET; THENCE S53°17'25"E, 80.53 FEET; THENCE S37°24'41"E, 83.16 FEET; THENCE S55°25'31"E, 71.44 FEET; THENCE N58°27'23"E, 43.35 FEET; THENCE S19°10'27"E, 37.15 FEET; THENCE S63°34'27"W, 31.07 FEET; THENCE S22°20'25"E, 134.31 FEET; THENCE S08°26'23"W, 67.96 FEET; THENCE DEPARTING SAID NORTHERLY BOUNDARY RUN S82°47'54"W, 25.96 FEET; THENCE S14°11'25"W, 162.08 FEET; THENCE S21°50'56"W, 89.38 FEET; THENCE S34°06'48"W, 390.81 FEET; THENCE S31°03'02"W, 64.06 FEET; THENCE S21°51'46"W, 106.76 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 828.50 FEET AND A CHORD BEARING AND DISTANCE OF N71°02'51"W, 171.54 FEET TO WHICH A RADIAL LINE BEARS S13°00'37"W; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°53'04", AN ARC DISTANCE OF 171.85 FEET TO A POINT OF CUSP OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING AND DISTANCE OF N68°22'44"E, 36.28 FEET TO WHICH A RADIAL LINE BEARS S24°53'41"W; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 93°01'55", AN ARC DISTANCE OF 40.59 FEET TO THE POINT OF TANGENCY; THENCE N21°51'46"E, 88.12 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 317.50 FEET; THENCE NORTHEASTERLY 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 N34°06'48"E, 67.85 FEET; THENCE N55°53'12"W, 109.95 FEET; THENCE N39°37'18"E, 207.80 FEET; THENCE N50°22'42"W, 123.00 FEET; THENCE N53°48'01"W, 14.17 FEET; THENCE N47°00'05"W, 303.08 FEET; THENCE N45°46'05"W, 60.01 FEET; THENCE N63°27'22"W, 182.50 FEET; THENCE S32°41'11"W, 88.51 FEET; THENCE S48°50'37"W, 385.32 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 871.50 FEET AND A CHORD BEARING AND DISTANCE OF N70°19'45"W, 111.52 FEET TO WHICH A RADIAL LINE BEARS N23°20'21"E; THENCE WESTERLY 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 TANGENCY; THENCE N73°59'51"W, 226.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 36.20 ACRES, MORE OR LESS.



120 LOTS - 10 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" AND "E" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER.

9.) TRACTS "D", "F", "G", "H", "I" AND "J" 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.

PREPARED BY:

CFB | CLYMER FARNER BARLEY
CLYMER FARNER BARLEY, Inc.
4450 NE 83RD RD. WILDWOOD, FL 34785
(352)748-3126
WWW.CFB-Inc.COM CA #4709

VILLAGES OF WEST LAKE UNIT NO. 66 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" AND "J" AND THE ROADWAYS SHOWN ON THIS PLAT OF VILLAGES OF WEST LAKE UNIT NO. 66, 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

_____
SIGNATURE
_____
PRINT NAME
_____
SIGNATURE
_____
PRINT NAME

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

BY: _____
MARTIN L. DZURO, MANAGER

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

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. 66, 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" AND "J" TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14.

WITNESSES:

(1) _____
SIGNATURE
_____
PRINT NAME

(2) _____
SIGNATURE
_____
PRINT NAME

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

BY:_____
MARTIN L. DZURO,
MANAGER

WITNESSES:

(1) _____
SIGNATURE
_____
PRINT NAME

(2) _____
SIGNATURE
_____
PRINT NAME

VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14

BY:_____
C. DALE BORROWMAN,
CHAIR

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS____ DAY OF_____, 20____, BY MARTIN L. DZURO, MANAGER OF THE VILLAGES LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF TVL 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

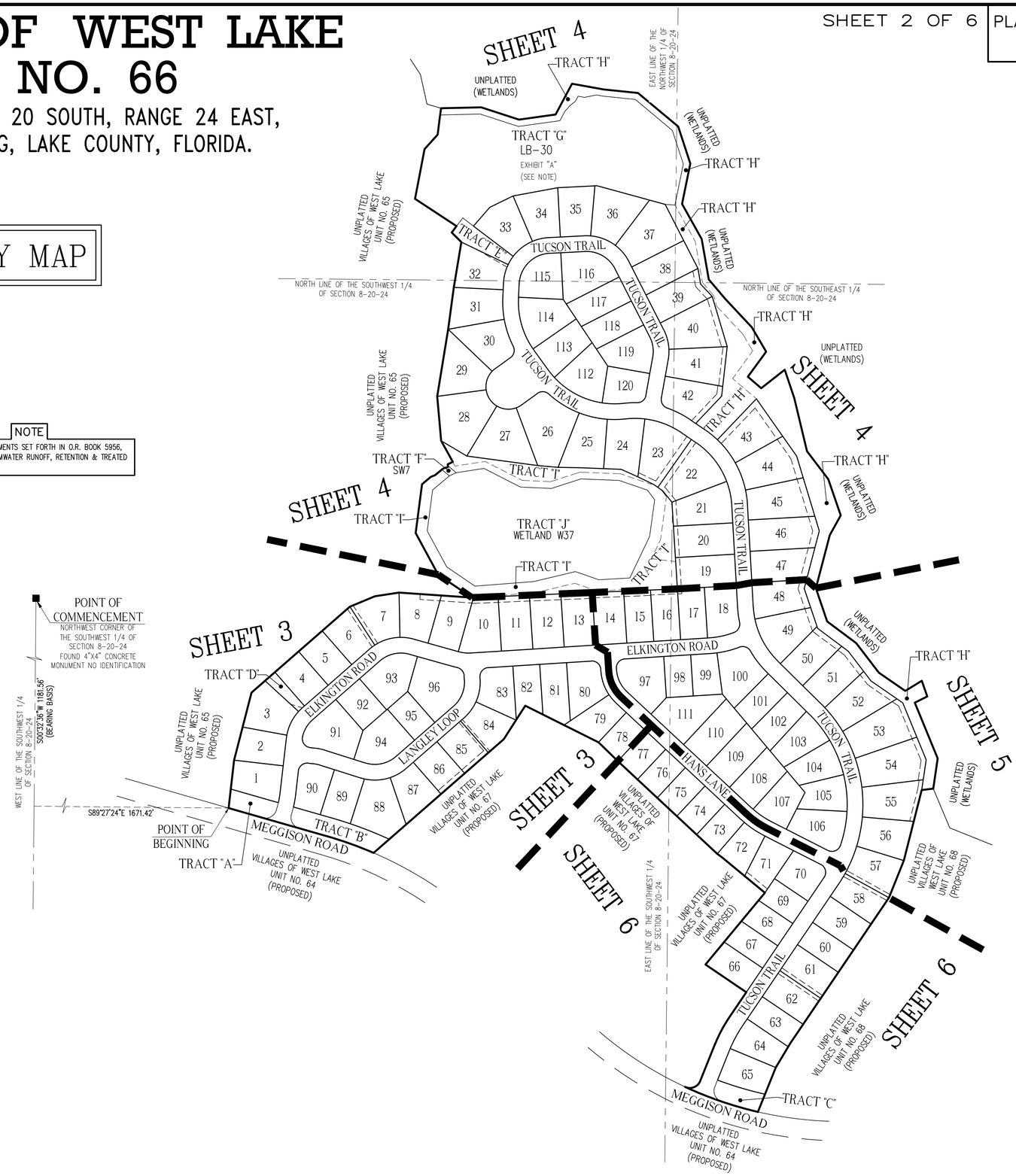
VILLAGES OF WEST LAKE
UNIT NO. 66

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

PLAT BOOK _____
PAGE _____

Scale: 1"= 120'
120' 0 120' 240'
SCALE IN FEET

KEY MAP



TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	4,354	0.10
B	8,798	0.20
C	4,495	0.10
D	2,361	0.05
E	4,993	0.11
F	336	0.01
G	109,463	2.51
H	76,583	1.76
I	50,038	1.15
J	103,292	2.37

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 177.091(9) FLORIDA STATUTES. (SEE NOTE #5.)
C9	INDICATES CURVE NUMBER IN CURVE TABLE
L9	INDICATES LINE NUMBER IN LINE TABLE
℄	INDICATES CENTERLINE
Δ	INDICATES DELTA (CENTRAL ANGLE OF CURVE)
CB	INDICATES CHORD BEARING
CH	INDICATES CHORD DISTANCE
L	INDICATES ARC LENGTH
LB	INDICATES LICENSED BUSINESS
NO.	INDICATES NUMBER
ORB	INDICATES OFFICIAL RECORDS BOOK
PC	INDICATES POINT OF CURVATURE
POC	INDICATES POINT ON CURVE
PCC	INDICATES POINT OF COMPOUND CURVATURE
PRC	INDICATES POINT OF REVERSE CURVATURE
PT	INDICATES POINT OF TANGENCY
R	INDICATES RADIUS LENGTH
(R)	INDICATES RADIAL LINE
DRA	INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
GFE	INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
SE	INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
PB	INDICATES PLAT BOOK
PG	INDICATES PAGE
PGS	INDICATES PAGES
SQ FT	INDICATES SQUARE FEET
R/W	INDICATES RIGHT-OF-WAY

PREPARED BY: CFB CLYMER FARNER BARLEY
CLYMER FARNER BARLEY, Inc.
4450 NE 83RD RD. WILDWOOD, FL 34785
(352)748-3126
WWW.CFB-Inc.COM CA #4709

PLAT BOOK _____

PAGE _____

VILLAGES OF WEST LAKE UNIT NO. 66

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)

Scale: 1"= 60'

SCALE IN FEET

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C1	21.85'	182.50'	6°51'38"	N09°58'17"E	21.84'
C2	7.20'	106.50'	3°52'23"	S08°28'40"W	7.20'
C3	59.70'	106.50'	32°07'08"	S26°28'26"W	58.92'
C4	11.73'	106.50'	6°18'37"	S45°41'18"W	11.72'
C5	15.19'	106.50'	8°10'16"	S52°55'45"W	15.18'
C6	59.27'	106.50'	31°53'20"	S72°57'33"W	58.51'
C7	31.16'	106.50'	16°45'44"	N82°42'55"W	31.05'
C8	24.10'	71.50'	19°18'32"	S83°59'19"E	23.98'
C59	24.15'	106.50'	12°59'31"	S40°30'20"E	24.10'
C60	56.44'	106.50'	30°22'00"	S18°49'35"E	55.79'
C61	31.42'	20.00'	90°00'00"	N48°38'35"W	28.28'
C62	31.42'	20.00'	90°00'00"	S41°21'25"W	28.28'
C63	52.14'	106.50'	28°02'54"	N10°22'52"E	51.62'
C64	45.43'	106.50'	24°26'18"	N36°37'28"E	45.08'
C65	41.63'	106.50'	22°23'52"	N60°02'33"E	41.37'
C66	58.16'	106.50'	31°17'17"	N86°53'08"E	57.44'
C67	93.42'	913.50'	5°51'34"	N68°20'25"W	93.38'
C68	43.49'	913.50'	2°43'39"	N72°38'02"W	43.48'
C69	9.34'	106.50'	5°01'36"	S74°57'26"E	9.34'
C70	15.86'	82.50'	11°00'54"	N77°57'05"W	15.84'
C71	31.42'	20.00'	90°00'00"	S51°32'28"W	28.28'
C72	27.63'	217.50'	7°16'45"	N10°10'51"E	27.61'
C73	22.59'	117.50'	11°00'54"	N77°57'05"W	22.55'
C74	33.57'	20.00'	96°09'51"	S35°22'36"E	29.76'
C75	45.10'	71.50'	36°08'18"	S30°46'28"W	44.35'
C76	70.91'	71.50'	56°49'20"	S77°15'17"W	68.04'
C77	4.84'	106.50'	2°36'06"	S75°38'06"E	4.84'
C78	25.58'	20.00'	73°17'34"	N40°17'21"W	23.87'
C79	65.50'	71.50'	52°29'12"	N22°36'01"E	63.23'
C80	73.27'	71.50'	58°42'45"	N78°11'59"E	70.10'
C81	54.11'	71.50'	43°21'31"	S25°19'20"E	52.83'
C82	31.42'	20.00'	90°00'00"	S41°21'25"W	28.28'
C104	19.22'	100.00'	11°00'54"	N77°57'05"W	19.20'
C105	91.20'	89.00'	58°42'46"	N78°12'00"E	87.26'
C106	81.53'	89.00'	52°29'12"	N22°36'01"E	78.71'
C107	65.71'	89.00'	42°18'09"	S27°41'33"W	64.23'
C108	88.26'	89.00'	56°49'20"	S77°15'17"W	84.69'
C109	33.03'	200.00'	9°27'40"	N11°16'18"E	32.99'
C110	29.99'	89.00'	19°18'32"	S83°59'19"E	29.85'
C112	67.35'	89.00'	43°21'31"	S25°19'20"E	65.76'

LINE TABLE		
LINE	LENGTH	BEARING
L1	6.28'	S48°50'37"W
L2	3.33'	S87°34'21"W
L3	2.39'	S74°20'03"E
L32	3.53'	N3°38'35"W
L33	4.30'	N3°38'35"W
L34	9.54'	S48°50'37"W
L35	20.69'	S48°50'37"W
L36	11.48'	N83°27'32"W
L37	11.18'	N83°27'32"W
L38	9.64'	N3°38'35"W
L39	3.53'	N3°38'35"W
L47	42.50'	S73°59'51"E
L48	42.50'	S73°59'51"E
L49	33.72'	S16°00'09"W
L50	48.98'	N83°27'32"W
L51	41.80'	S3°38'35"E
L52	1.13'	N86°21'25"E
L54	41.03'	S3°38'35"E
L61	8.72'	S16°00'09"W
L62	8.72'	S16°00'09"W
L91	69.03'	S86°38'42"W
L92	55.23'	N70°41'55"W
L93	95.60'	S76°32'34"W
L94	131.30'	S85°32'39"W
L95	76.15'	N55°45'59"W
L96	91.22'	N28°25'46"W
L104	12.00'	S3°57'08"W
L110	88.79'	S86°38'42"W
L111	52.89'	N70°41'55"W
L112	90.22'	S76°32'34"W
L113	142.05'	S85°32'39"W

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	4,354	0.10
B	8,798	0.20
C	4,495	0.10
D	2,361	0.05
E	4,993	0.11
F	336	0.01
G	109,463	2.51
H	76,583	1.76
I	50,038	1.15
J	103,292	2.37

DETAIL "A" 1"=10'

DETAIL "B" 1"=10'

DETAIL "G" 1"=10'

DETAIL "H" 1"=10'

DETAIL "I" 1"=1'

DETAIL "J" 1"=10'

DETAIL "K" 1"=10'

DETAIL "M" 1"=10'

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°33'36"W 1181.56'
(BEARING BASIS)

S89°27'24"E 1671.42'

POINT OF BEGINNING

MEGGISON ROAD

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

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

UNPLATTED VILLAGES OF WEST LAKE UNIT NO. 67 (PROPOSED)

ELKINGTON ROAD

LANGLEY LOOP

HANS LANE

TRACT "A"

TRACT "B"

TRACT "D"

TRACT "I"

TRACT "J"
WETLAND W37

MATCHLINE SHEET 4
SHEET 3

MATCHLINE SHEET 3
SHEET 6

SHEET 4

SHEET 5

STATE PLANE COORDINATE
FLORIDA EAST ZONE
N=1610094.8683
E=358091.4224

STATE PLANE COORDINATE
FLORIDA EAST ZONE
N=1609841.2805
E=357801.3061

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C135	39.27'	25.00'	90°00'00"	N61°00'09"E	35.36'
C136	8.28'	182.50'	2°36'03"	N14°42'07"E	8.28'
C137	8.28'	217.50'	2°10'55"	N14°54'41"E	8.28'
C138	39.27'	25.00'	90°00'00"	S28°59'51"E	35.36'
C139	136.91'	913.50'	8°35'14"	N69°42'15"W	136.78'

R=871.50' L=111.60'
Δ=7°20'13"
CB=N70°19'45"W
CH=111.52'

LEGEND

- ■ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE NOTED.
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PB	INDICATES PLAT BOOK
PG	INDICATES PAGE
PGS	INDICATES PAGES
SQ FT	INDICATES SQUARE FEET
R/W	INDICATES RIGHT-OF-WAY

PREPARED BY:
CFB CLYMER FARNER BARLEY
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4450 NE 83RD RD. WILDWOOD, FL 34785
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VILLAGES OF WEST LAKE
UNIT NO. 66

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

PLAT BOOK _____

PAGE _____

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J	103,292	2.37

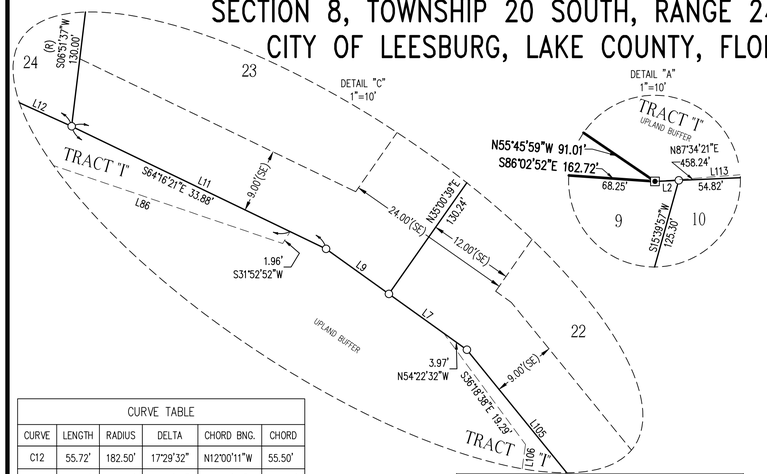
LINE TABLE		
LINE	LENGTH	BEARING
L2	3.33'	S87°34'21"W
L6	13.27'	S55°36'00"E
L7	13.39'	N54°22'32"W
L8	24.19'	N54°22'32"W
L9	10.80'	N54°22'32"W
L10	26.91'	S55°36'00"E
L11	39.45'	N64°16'21"W
L12	41.01'	N65°37'46"W
L13	93.26'	N87°47'09"W
L14	39.23'	N87°47'09"W
L15	54.03'	N87°47'09"W

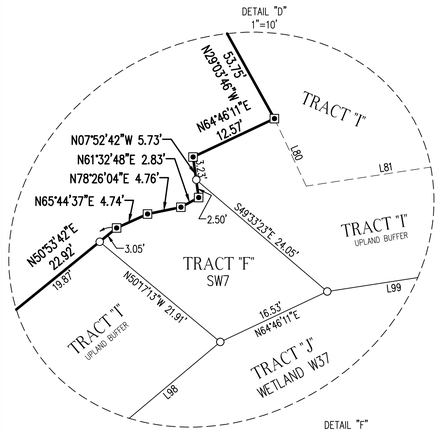
LINE TABLE		
LINE	LENGTH	BEARING
L16	47.45'	S89°01'25"E
L17	45.45'	S85°00'14"E
L18	17.56'	S2°45'19"W
L19	14.94'	S2°45'19"W
L20	35.50'	S9°58'55"E
L21	37.54'	N43°10'09"W
L22	14.73'	S55°36'00"E
L23	25.45'	S55°36'00"E
L24	20.67'	S14°39'12"W
L45	2.50'	S2°45'19"W
L46	30.00'	S2°45'19"W
L55	40.18'	S55°36'00"E
L56	54.26'	S35°53'42"E
L57	54.24'	N35°53'42"W
L58	0.02'	N35°53'42"W
L59	32.50'	S2°45'19"W
L60	78.57'	S87°04'01"W
L64	40.78'	N37°07'39"E
L65	22.95'	N28°08'41"E
L66	17.63'	N40°55'11"E
L67	15.44'	N51°25'28"E
L68	12.73'	N28°08'41"E
L69	14.66'	S79°52'28"E
L70	27.28'	N78°37'03"E
L71	14.49'	S79°52'28"E
L72	92.80'	S29°04'26"E
L73	92.82'	S9°58'55"E
L74	38.53'	S40°14'22"E
L75	24.32'	S15°57'28"E
L76	84.61'	S43°10'08"E
L77	44.05'	S30°23'40"E
L78	75.90'	S36°06'06"W
L79	69.61'	S49°24'38"E
L80	10.43'	N25°13'49"W
L81	68.28'	S81°16'08"W
L82	92.94'	N62°57'35"W
L83	62.84'	N87°24'45"W
L84	65.56'	S72°10'01"W
L85	86.50'	N87°47'09"W
L86	72.55'	N71°13'10"W
L87	66.88'	S71°13'10"E
L88	26.87'	S36°18'38"E
L89	82.29'	S7°46'06"W
L90	102.69'	S25°33'33"W
L91	69.03'	S86°38'42"W
L92	55.23'	N70°41'55"W
L93	95.60'	S76°32'34"W
L94	131.30'	S85°32'39"W
L95	76.15'	N55°45'59"W
L96	91.22'	N28°25'46"W
L97	92.00'	N7°27'17"E
L98	48.99'	N49°59'16"E
L99	62.77'	N81°16'08"E
L100	91.35'	S62°57'35"E
L101	68.79'	S87°24'45"E
L102	69.15'	N72°10'01"E
L103	85.20'	S87°47'09"E
L104	12.00'	S3°57'08"W

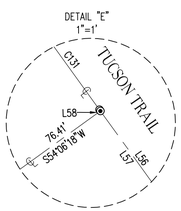
LINE TABLE		
LINE	LENGTH	BEARING
L105	32.39'	N39°06'18"W
L106	96.32'	S7°46'06"W
L107	46.98'	S25°33'33"W
L108	54.35'	S83°05'02"E
L109	4.19'	N5°40'05"E
L110	88.79'	S86°38'42"W
L111	52.89'	N70°41'55"W
L112	90.22'	S76°32'34"W
L113	142.05'	S85°32'39"W

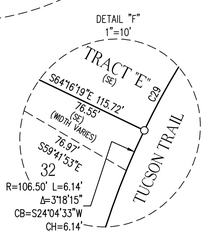
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C12	55.72'	182.50'	17°29'32"	N12°00'11"W	55.50'
C13	111.01'	182.50'	34°51'04"	N38°10'29"W	109.30'
C14	87.72'	182.50'	27°32'23"	N69°22'12"W	86.88'
C15	42.82'	182.50'	13°26'34"	N89°51'40"W	42.72'
C16	41.22'	217.50'	10°51'32"	N88°50'49"E	41.16'
C17	64.38'	217.50'	16°57'34"	S77°14'39"E	64.14'
C18	80.27'	217.50'	21°08'42"	S58°11'30"E	79.81'
C19	27.32'	20.00'	78°16'33"	N86°45'26"W	25.25'
C20	13.46'	50.00'	15°25'21"	N61°48'59"E	13.42'
C21	44.86'	50.00'	51°24'13"	S84°46'14"E	43.37'
C22	44.86'	50.00'	51°24'13"	S33°22'01"E	43.37'
C23	44.86'	50.00'	51°24'13"	S18°02'12"W	43.37'
C24	9.05'	50.00'	10°22'00"	S48°55'18"W	9.03'
C25	28.25'	20.00'	80°55'15"	N13°38'41"E	25.96'

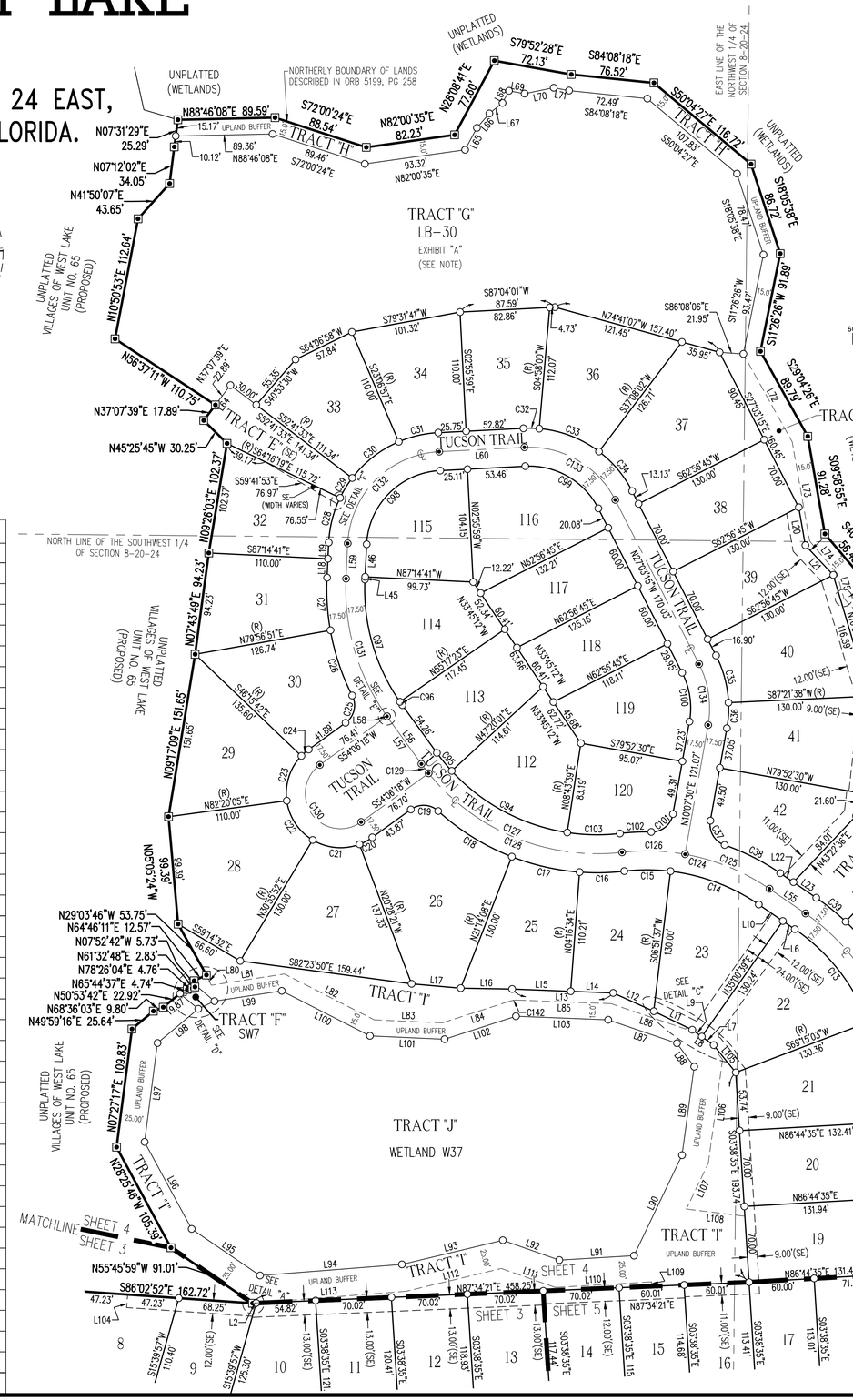
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C26	63.64'	217.50'	16°45'48"	S18°26'03"E	63.41'
C27	48.62'	217.50'	12°48'28"	S03°38'55"E	48.52'
C28	42.70'	106.50'	22°58'22"	S14°14'30"W	42.42'
C29	21.52'	106.50'	11°34'47"	S31°31'04"W	21.49'
C30	54.98'	106.50'	29°34'36"	S52°05'45"W	54.37'
C31	37.52'	106.50'	20°10'58"	S76°58'32"W	37.32'
C32	14.68'	106.50'	7°53'59"	N88°59'00"W	14.67'
C33	59.79'	106.50'	32°10'02"	N68°56'59"W	59.01'
C34	47.98'	106.50'	25°48'43"	N39°57'37"W	47.57'
C35	45.38'	106.50'	24°24'53"	N14°50'49"W	45.04'
C36	23.73'	106.50'	12°45'53"	N03°44'34"E	23.68'
C37	28.24'	20.00'	80°54'55"	S30°19'57"E	25.96'
C38	57.66'	217.50'	15°11'24"	N63°11'42"W	57.49'
C39	34.97'	217.50'	9°12'45"	N50°59'38"W	34.93'
C40	65.19'	217.50'	17°10'19"	N37°48'06"W	64.94'
C41	65.19'	217.50'	17°10'19"	N20°37'47"W	64.94'
C42	33.36'	217.50'	8°47'12"	N07°39'01"W	33.32'
C94	122.97'	182.50'	38°36'22"	S61°58'10"E	120.66'
C95	21.57'	182.50'	6°46'18"	S39°16'50"E	21.56'
C96	3.77'	182.50'	1°11'05"	S35°18'09"E	3.77'
C97	119.34'	182.50'	37°27'56"	S15°58'39"E	117.22'
C98	105.21'	71.50'	84°18'42"	S44°54'40"W	95.97'
C99	82.21'	71.50'	65°52'44"	N59°59'37"W	77.76'
C100	46.40'	71.50'	37°10'46"	N08°27'52"W	45.59'
C101	28.24'	20.00'	80°54'55"	N50°34'58"E	25.96'
C102	28.94'	217.50'	7°37'22"	S87°13'44"W	28.92'
C103	48.77'	182.50'	15°18'36"	S88°55'39"E	48.62'
C123	182.71'	200.00'	52°20'35"	N29°25'43"W	176.42'
C124	143.06'	200.00'	40°58'57"	N76°05'29"W	140.03'
C125	84.74'	200.00'	24°16'29"	N67°44'15"W	84.10'
C126	58.32'	200.00'	16°42'27"	N88°13'43"W	58.11'
C127	211.84'	200.00'	60°41'16"	S66°14'19"E	202.08'
C128	201.07'	200.00'	57°36'12"	S67°46'51"E	192.71'
C129	10.77'	200.00'	3°05'03"	S37°26'13"E	10.76'
C130	102.10'	32.50'	180°00'00"	S35°53'42"E	65.00'
C131	134.91'	200.00'	38°39'00"	S16°34'11"E	132.37'
C132	130.96'	89.00'	84°18'42"	S44°54'40"W	119.46'
C133	102.33'	89.00'	65°52'44"	N59°59'37"W	96.79'
C134	57.75'	89.00'	37°10'46"	N08°27'52"W	56.74'
C142	7.00'	20.00'	20°02'49"	S82°11'26"W	6.96'







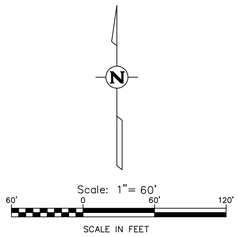



UNPLATTED (WETLANDS)
NORTHERLY BOUNDARY OF LANDS DESCRIBED IN ORB 5199, PG 258
N88°46'08"E 89.59'
15.17' UPLAND BUFFER
10.12'
89.36'
N88°46'08"E
89.46'
S72°00'24"E
88.54'
N82°00'35"E
82.23'
93.32'
N82°00'35"E
N28°08'41"E
77.60'
S79°52'28"E
72.13'
S84°08'18"E
76.52'
S30°04'27"E 116.72'
107.83'
S30°04'27"E
72.49'
S84°08'18"E
S18°05'36"E
88.22'
S17°26'26"W 91.89'
S20°04'26"E
89.29'
S09°58'55"E
91.28'
S40°14'22"E
38.53'
S43°10'08"E
86.77'
S30°23'40"E
83.23'
S36°06'06"W 69.17'
S49°24'38"E 39.36'
N51°47'53"E 66.55'
S16°39'03"E
66.42'
S13°29'51"E 121.98'
S37°08'03"E
78.28'
S18°59'20"E
85.31'
S29°01'05"W
50.31'
S14°39'12"W 122.19'
S16°41'14"E
78.53'
TRACT "G"
LB-30
EXHIBIT "A"
(SEE NOTE)
TRACT "H"
TRACT "I"
TRACT "F"
SW7
TRACT "J"
WETLAND W37
TUCSON TRAIL
UPLAND BUFFER
UNPLATTED VILLAGES OF WEST LAKE UNIT NO. 65 (PROPOSED)
NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 8-20-24
NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 8-20-24
EAST LINE OF THE NORTHWEST 1/4 OF SECTION 8-20-24
SEE DETAIL "L"
SEE DETAIL "C"
SEE DETAIL "D"
SEE DETAIL "A"
SEE DETAIL "F"
MATCHLINE SHEET 4 SHEET 3
MATCHLINE SHEET 4 SHEET 5
N07°43'49"E 94.23'
N09°17'09"E 151.65'
N10°50'53"E 112.64'
N56°37'11"W 110.75'
N37°07'39"E 17.89'
N45°25'45"W 30.25'
N09°26'03"E 102.37'
N07°27'17"E 109.83'
N28°25'46"W 105.39'
N55°45'59"W 91.01'
N05°05'24"W 99.39'
N29°03'46"W 53.75'
N64°46'11"E 12.57'
N07°52'42"W 5.73'
N61°32'48"E 2.83'
N78°26'04"E 4.76'
N65°44'37"E 4.74'
N50°53'42"E 22.92'
N68°36'03"E 9.80'
N49°59'16"E 25.64'
S87°14'41"E 110.00'
S82°23'50"E 159.44'
S87°04'01"W 87.59'
S79°31'41"W 101.32'
S64°06'58"W 57.84'
S74°41'07"W 121.45'
S86°08'06"E 21.95'
S11°26'26"W 93.47'
S27°31'13"E 180.45'
S27°08'07"W 126.71'
S64°16'19"E 115.72'
S59°41'53"E 76.97'
(WIDTH VARIES)
S62°56'45"W 130.00'
S87°21'38"W (R) 130.00'
S69°15'03"W 130.36'
N79°56'51"E 126.74'
N55°17'23"E 117.45'
N87°14'41"W 99.73'
N87°14'21"E 458.25'
N62°56'45"E 125.16'
N62°56'45"E 118.11'
N27°03'15"W 170.05'
N33°45'12"W 60.41'
N33°45'12"W 63.66'
N47°20'07"E 114.61'
N33°45'12"W 62.72'
S79°52'30"E 95.07'
N79°52'30"W 130.00'
N08°22'49"E 111.09'
N43°22'36"E
N43°36'45"E 126.17'
S35°36'35"E 102.00'
S35°36'35"E 156.06'
S60°47'04"W (R) 121.32'
N77°57'23"E (R) 131.58'
S86°44'35"W 148.43'
N86°44'35"E 132.41'
S86°44'35"W 144.56'
N86°44'35"E 131.94'
S86°44'35"W 121.94'
N86°44'35"E 131.47'
S03°38'35"E 193.74'
S03°15'25"E 228.34'
S03°38'35"E 114.68'
S03°38'35"E 113.41'
S03°38'35"E 113.01'
S03°38'35"E 114.44'
S03°38'35"E 120.41'
S03°38'35"E 121.
S03°38'35"E 115.
S15°39'57"W 110.40'
S15°39'57"W 125.30'
N16°36'13"W 116.59'
N16°36'13"W 114.19'
N78°18'19"E (R) 126.92'
S25°36'35"E 44.55'
S25°36'35"E 44.75'
S25°36'35"E 44.95'
S25°36'35"E 45.15'
S25°36'35"E 45.35'
S25°36'35"E 45.45'
S25°36'35"E 45.55'
S25°36'35"E 45.65'
S25°36'35"E 45.75'
S25°36'35"E 45.85'
S25°36'35"E 45.95'
S25°36'35"E 46.05'
S25°36'35"E 46.15'
S25°36'35"E 46.25'
S25°36'35"E 46.35'
S25°36'35"E 46.45'
S25°36'35"E 46.55'
S25°36'35"E 46.65'
S25°36'35"E 46.75'
S25°36'35"E 46.85'
S25°36'35"E 46.95'
S25°36'35"E 47.05'
S25°36'35"E 47.15'
S25°36'35"E 47.25'
S25°36'35"E

PLAT BOOK _____
PAGE _____

VILLAGES OF WEST LAKE
UNIT NO. 66

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



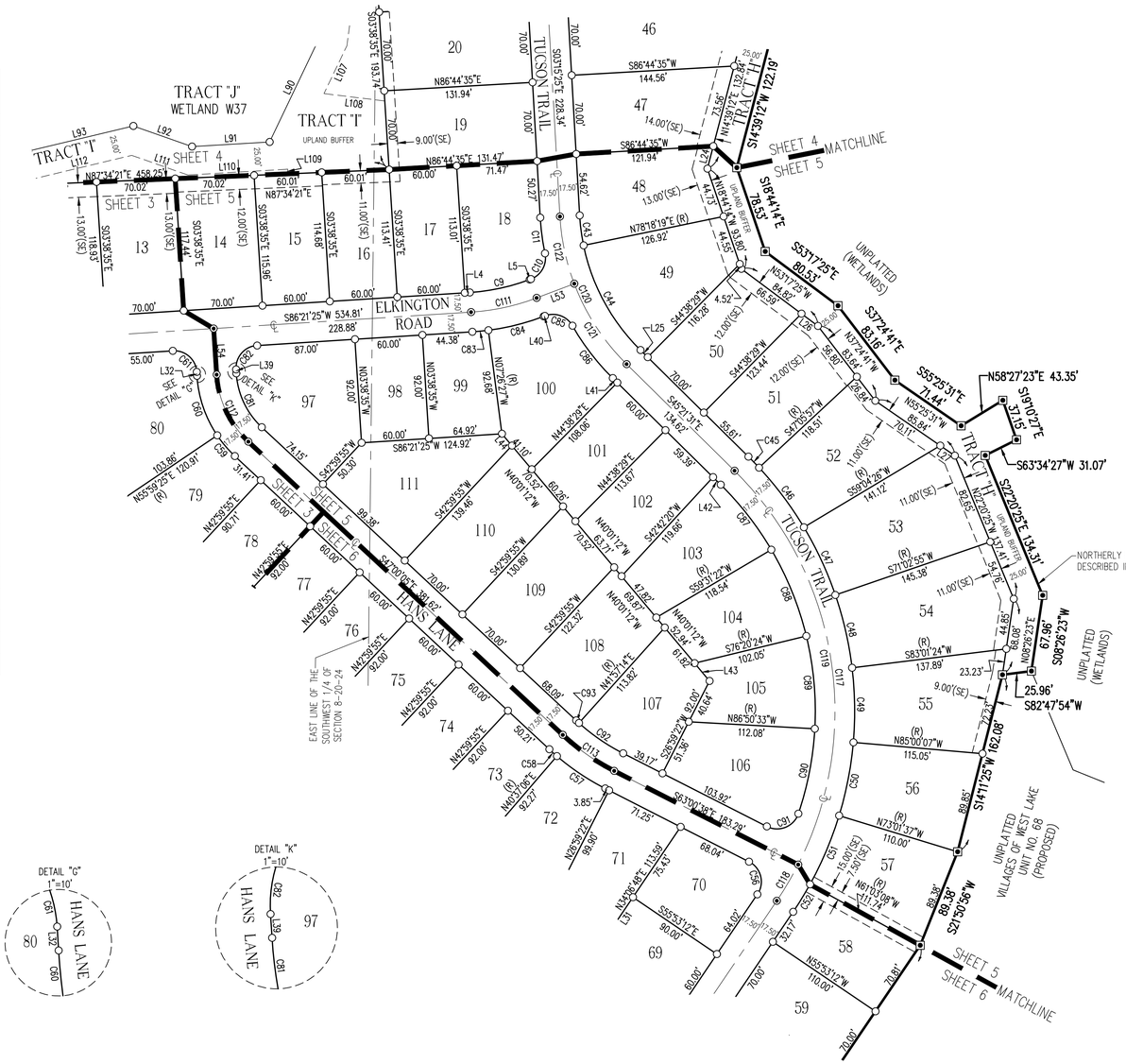
TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	4,354	0.10
B	8,798	0.20
C	4,495	0.10
D	2,361	0.05
E	4,993	0.11
F	336	0.01
G	109,463	2.51
H	76,583	1.76
I	50,038	1.15
J	103,292	2.37

NOTE

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

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C9	54.56'	182.50'	17°07'44"	N77°47'33"E	54.36'
C10	28.24'	20.00'	80°54'55"	N28°46'14"E	25.96'
C11	32.00'	217.50'	8°25'49"	S07°28'19"E	31.97'
C43	26.88'	182.50'	8°26'16"	S07°28'33"E	26.85'
C44	107.23'	182.50'	33°39'50"	S28°31'36"E	105.69'
C45	13.62'	317.50'	2°27'28"	N44°07'47"W	13.62'
C46	66.36'	317.50'	11°58'29"	N36°54'48"W	66.24'
C47	66.36'	317.50'	11°58'29"	N24°56'19"W	66.24'
C48	66.36'	317.50'	11°58'29"	N12°57'50"W	66.24'
C49	66.36'	317.50'	11°58'29"	N00°59'21"W	66.24'
C50	66.36'	317.50'	11°58'29"	N10°59'08"E	66.24'
C51	66.36'	317.50'	11°58'29"	N22°57'37"E	66.24'
C52	28.63'	317.50'	5°09'57"	N31°31'50"E	28.62'
C56	33.90'	20.00'	97°07'26"	N14°26'55"W	29.99'
C57	51.74'	217.50'	13°37'44"	S56°11'46"E	51.62'
C58	9.04'	217.50'	2°22'49"	S48°11'29"E	9.03'
C59	24.15'	106.50'	12°59'31"	S40°30'20"E	24.10'
C60	56.44'	106.50'	30°22'00"	S18°49'35"E	55.79'
C61	31.42'	20.00'	90°00'01"	N48°38'35"W	28.28'
C81	54.11'	71.50'	43°21'31"	S25°19'20"E	52.83'
C82	31.42'	20.00'	90°00'00"	S41°21'25"W	28.28'
C83	14.42'	217.50'	3°47'52"	N84°27'29"E	14.41'
C84	50.61'	217.50'	13°19'52"	N75°53'37"E	50.49'
C85	28.24'	20.00'	80°54'55"	N70°18'51"W	25.96'
C86	58.85'	217.50'	15°30'07"	S37°36'27"E	58.67'
C87	73.37'	282.50'	14°52'53"	N37°55'04"W	73.17'
C88	82.92'	282.50'	16°49'02"	N22°04'07"W	82.62'
C89	82.92'	282.50'	16°49'02"	N05°15'04"W	82.62'
C90	77.01'	282.50'	15°37'08"	N10°58'01"E	76.77'
C91	34.28'	20.00'	98°12'48"	N67°52'58"E	30.24'
C92	47.67'	182.50'	14°57'52"	S55°31'42"E	47.53'
C93	3.33'	182.50'	1°02'41"	S47°31'25"E	3.33'
C111	59.79'	200.00'	17°07'44"	N77°47'33"E	59.57'
C112	67.35'	89.00'	43°21'31"	S25°19'20"E	65.76'
C113	55.88'	200.00'	16°00'34"	S55°00'22"E	55.70'
C117	416.11'	300.00'	79°28'19"	N05°37'21"W	383.55'
C118	37.30'	300.00'	7°07'26"	N30°33'05"E	37.28'
C119	378.81'	300.00'	72°20'53"	N09°11'04"W	354.14'
C120	146.97'	200.00'	42°06'09"	S24°18'28"E	143.68'
C121	85.83'	200.00'	24°35'14"	S33°03'56"E	85.17'
C122	61.14'	200.00'	17°30'56"	S12°00'51"E	60.90'

LINE TABLE		
LINE	LENGTH	BEARING
L4	4.47'	N86°21'25"E
L5	1.18'	S69°13'41"W
L24	20.67'	S14°39'12"W
L25	9.01'	S45°21'31"E
L26	18.23'	S53°17'25"E
L27	15.73'	S55°25'31"E
L31	38.16'	N34°06'48"E
L32	3.53'	N3°38'35"W
L39	3.53'	N3°38'35"W
L40	1.18'	S69°13'41"W
L41	5.68'	S45°21'31"E
L42	9.55'	S45°21'31"E
L43	20.61'	S40°01'12"E
L44	13.71'	N40°01'12"W
L53	35.70'	S69°13'41"W
L54	41.03'	S3°38'35"E
L90	102.69'	S25°33'33"W
L91	69.03'	S86°38'42"W
L92	55.23'	N70°41'55"W
L93	95.60'	S76°32'34"W
L107	46.98'	S25°33'33"W
L108	54.35'	S83°05'02"E
L109	4.19'	N5°40'05"E
L110	88.79'	S86°38'42"W
L111	52.89'	N70°41'55"W
L112	90.22'	S76°32'34"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)
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- ○ 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
- ℄ INDICATES CENTERLINE
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CB INDICATES CHORD BEARING
- CH INDICATES CHORD DISTANCE
- L INDICATES ARC LENGTH
- LB INDICATES LICENSED BUSINESS
- NO. INDICATES NUMBER
- ORB INDICATES OFFICIAL RECORDS BOOK
- PC INDICATES POINT OF CURVATURE
- POC INDICATES POINT ON CURVE
- PCC INDICATES POINT OF COMPOUND CURVATURE
- PRC INDICATES POINT OF REVERSE CURVATURE
- PT INDICATES POINT OF TANGENCY
- R INDICATES RADIUS LENGTH
- (R) INDICATES RADIAL LINE
- DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
- GFE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.

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

PREPARED BY:
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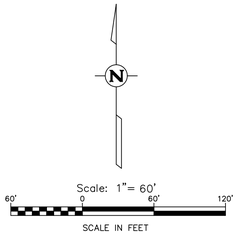
PLAT BOOK _____
PAGE _____

VILLAGES OF WEST LAKE
UNIT NO. 66

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



TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	4,354	0.10
B	8,798	0.20
C	4,495	0.10
D	2,361	0.05
E	4,993	0.11
F	336	0.01
G	109,463	2.51
H	76,583	1.76
I	50,038	1.15
J	103,292	2.37

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C49	66.36'	317.50'	11°58'29"	N00°59'21"W	66.24'
C50	66.36'	317.50'	11°58'29"	N10°59'08"E	66.24'
C51	66.36'	317.50'	11°58'29"	N22°57'37"E	66.24'
C52	28.63'	317.50'	5°09'57"	N31°31'50"E	28.62'
C53	56.50'	282.50'	11°27'36"	S28°23'00"W	56.41'
C54	3.90'	282.50'	0°47'27"	S22°15'29"W	3.90'
C55	110.56'	786.50'	8°03'16"	S73°26'22"E	110.47'
C56	33.90'	20.00'	97°07'26"	N14°26'55"W	29.99'
C57	51.74'	217.50'	13°37'44"	S56°11'46"E	51.62'
C58	9.04'	217.50'	2°22'49"	S48°11'29"E	9.03'
C89	82.92'	282.50'	16°49'02"	N05°15'04"W	82.62'
C90	77.01'	282.50'	15°37'08"	N10°58'01"E	76.77'
C91	34.28'	20.00'	98°12'48"	N67°52'58"E	30.24'
C92	47.67'	182.50'	14°57'52"	S55°31'42"E	47.53'
C93	3.33'	182.50'	1°02'41"	S47°31'25"E	3.33'
C113	55.88'	200.00'	16°00'34"	S55°00'22"E	55.70'
C114	43.84'	828.50'	3°01'55"	S69°39'12"E	43.84'
C115	43.84'	828.50'	3°01'55"	S66°37'16"E	43.84'
C116	64.14'	300.00'	12°15'02"	S27°59'17"W	64.02'
C117	416.11'	300.00'	79°28'19"	N05°37'21"W	383.55'
C118	37.30'	300.00'	7°07'26"	N30°33'05"E	37.28'
C140	40.59'	25.00'	93°01'55"	S24°39'12"E	36.28'
C141	84.17'	828.50'	5°49'14"	S74°04'46"E	84.13'

LINE TABLE		
LINE	LENGTH	BEARING
L28	10.02'	S31°03'02"W
L29	19.69'	N34°06'48"E
L30	21.94'	N39°37'18"E
L31	38.16'	N34°06'48"E
L63	16.07'	S21°51'46"W

NOTE

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

LEGEND

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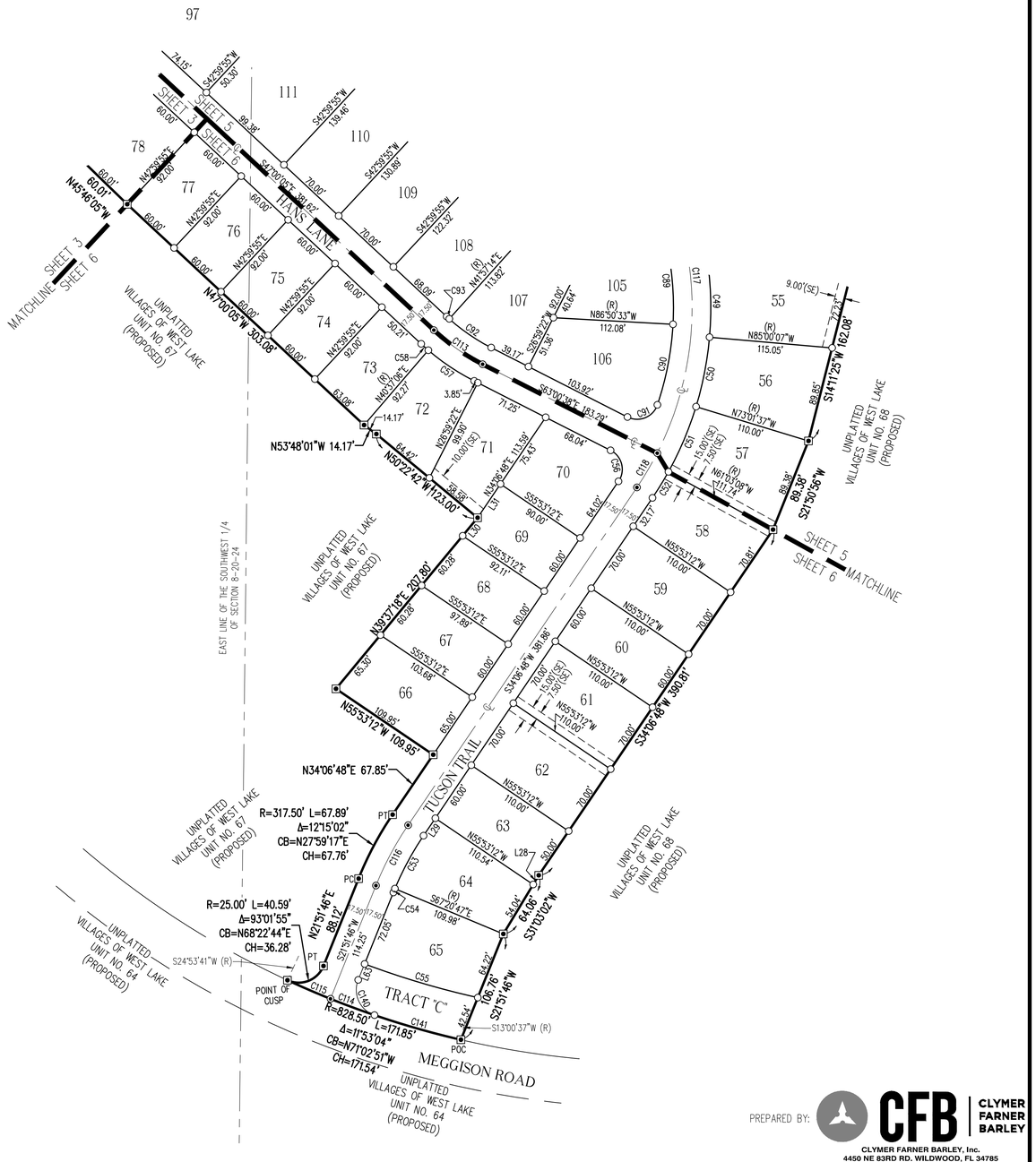

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City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.8.

Meeting Date: August 22, 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. 69, a subdivision of the City of Leesburg, Florida, being a portion of Section 8, 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. 69)

Staff Recommendation:
Staff recommends approval of the plat for Villages of West Lake Unit No. 69 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 21 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. 69 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. 69, A SUBDIVISION OF THE CITY OF LEESBURG, FLORIDA, BEING A PORTION OF SECTION 8, 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. 69)

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

A PARCEL OF LAND LYING WITHIN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 8; THENCE ALONG THE SOUTH LINE THEREOF RUN N89°24'17"W, 1096.33 FEET; THENCE DEPARTING SAID SOUTH LINE RUN N00°35'43"E, 621.06 FEET TO THE POINT OF BEGINNING; THENCE N09°01'26"W, 251.93 FEET; THENCE N10°10'14"E, 28.84 FEET; THENCE N35°09'44"E, 60.00 FEET; THENCE N69°14'54"E, 69.80 FEET; THENCE N42°05'15"E, 35.92 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 N62°36'40"E, 109.25 FEET; THENCE N76°42'21"E, 117.81 FEET; THENCE S00°30'28"W, 58.37 FEET; THENCE N59°53'32"E, 54.81 FEET; THENCE S43°52'35"E, 38.23 FEET; THENCE S75°34'26"E, 45.20 FEET; THENCE S70°37'50"E, 23.34 FEET; THENCE S65°59'05"E, 142.77 FEET; THENCE S71°48'27"E, 41.59 FEET; THENCE S73°29'01"E, 85.77 FEET; THENCE N83°59'28"E, 72.88 FEET; THENCE N82°39'04"E, 75.52 FEET; THENCE N22°53'15"E, 49.24 FEET; THENCE N42°47'28"E, 36.32 FEET; THENCE N66°51'09"E, 48.16 FEET; THENCE N82°25'46"E, 75.22 FEET; THENCE N82°09'15"E, 66.23 FEET; THENCE N72°05'31"E, 32.56 FEET TO THE EAST LINE OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 8; THENCE ALONG SAID EAST LINE RUN S00°30'28"W, 195.54 FEET; THENCE DEPARTING SAID EAST LINE RUN S17°12'45"W, 258.42 FEET; THENCE S47°27'47"E, 84.21 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 928.50 FEET AND A CHORD BEARING AND DISTANCE OF N84°15'24"W, 267.96 FEET TO WHICH A RADIAL LINE BEARS N14°02'24"E; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°35'36", AN ARC DISTANCE OF 268.90 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 871.50 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°58'14", AN ARC DISTANCE OF 258.13 FEET TO THE POINT OF TANGENCY; THENCE N75°34'58"W, 122.47 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE

SOUTHERLY AND HAVING A RADIUS OF 828.50 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°10'48", AN ARC DISTANCE OF 364.10 FEET TO THE POINT OF TANGENCY; THENCE S79°14'13"W, 82.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.58 ACRES, MORE OR LESS.

(See Exhibit A, Villages of West Lake Unit No. 69 Plat attached)

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 22nd day of August 2022.

_____
Mayor

ATTEST:

_____
City Clerk

VILLAGES OF WEST LAKE UNIT NO. 69

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

PLAT BOOK _____

PAGE _____

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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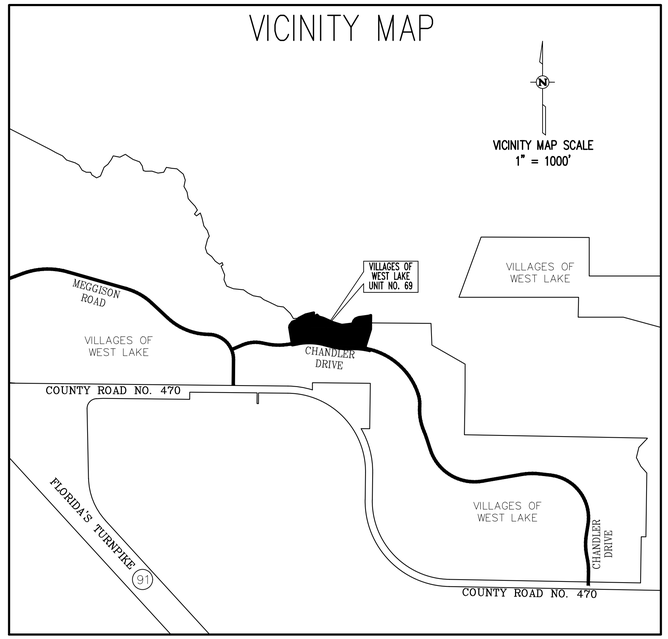
CONTAINING 9.58 ACRES, MORE OR LESS.

VICINITY MAP



21 LOTS – 4 TRACTS

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

NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT AS DERIVED FROM THE L-NET NETWORK (TOPNET GNSS NETWORK). AS A REFERENCE, THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 24 EAST, HAS A BEARING OF NORTH 89°24'17" 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.) TRACT "D" IS FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER. NO INGRESS OR EGRESS IS PERMITTED WITHOUT THE DEVELOPER'S CONSENT.

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

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

PREPARED BY: CFB | CLYMER FARNER BARLEY
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4450 NE 83RD RD, WILDWOOD, FL 34785
(352)748-3126
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VILLAGES OF WEST LAKE UNIT NO. 69 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" AND "D" AND THE ROADWAYS SHOWN ON THIS PLAT OF VILLAGES OF WEST LAKE UNIT NO. 69 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

_____
SIGNATURE
_____
PRINT NAME

MAYOR/COMMISSIONER

_____
SIGNATURE
_____
PRINT NAME

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. 69, A SUBDIVISION OF LAND HEREIN DESCRIBED AND JOINS WITH VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14 (THE DISTRICT) TO HEREBY DEDICATE THE ROADWAYS SHOWN HEREON TO THE CITY OF LEESBURG AND THE PERPETUAL USE OF THE PUBLIC; AND DEDICATES TRACTS "A", "B", "C" AND "D" TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14.

WITNESSES:

(1) _____
SIGNATURE
_____
PRINT NAME

(2) _____
SIGNATURE
_____
PRINT NAME

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

BY:_____
MARTIN L. DZURO,
MANAGER

WITNESSES:

(1) _____
SIGNATURE
_____
PRINT NAME

(2) _____
SIGNATURE
_____
PRINT NAME

VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14

BY:_____
C. DALE BORROWMAN,
CHAIR

STATE OF FLORIDA
COUNTY OF SUMTER

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

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

SEAL

STATE OF FLORIDA
COUNTY OF SUMTER

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

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

SEAL

CERTIFICATE OF SURVEYOR

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

_____ DATE:_____

KAYE M. JAMESON, P.S.M. – REGISTRATION NUMBER 5912
CLYMER FARNER BARLEY, 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

SEAL

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

VILLAGES OF WEST LAKE UNIT NO. 69

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

PLAT BOOK _____

PAGE _____

NOTE

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

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C1	373.55'	850.00'	25°10'48"	N88°10'22"W	370.55'
C2	25.80'	850.00'	1°44'20"	S80°06'24"W	25.80'
C3	347.76'	850.00'	23°26'28"	N87°18'12"W	345.34'
C4	251.76'	850.00'	16°58'14"	S84°04'05"E	250.84'
C5	22.71'	850.00'	1°31'52"	S76°20'54"E	22.71'
C6	229.05'	850.00'	15°26'22"	S84°50'01"E	228.36'
C7	236.93'	950.00'	14°17'22"	N85°24'31"W	236.32'
C8	72.78'	42.50'	98°06'38"	S40°01'53"W	64.20'
C9	212.30'	500.00'	24°19'42"	N78°44'57"W	210.71'
C10	22.20'	200.00'	6°21'33"	S69°45'53"E	22.19'
C11	63.67'	42.50'	85°49'49"	N30°01'45"W	57.88'
C12	38.51'	25.00'	88°15'40"	N35°06'24"E	34.81'
C13	4.77'	913.50'	0°17'56"	S79°23'12"W	4.77'
C14	23.14'	60.00'	22°05'54"	S02°01'31"W	23.00'
C15	47.48'	60.00'	45°20'15"	S35°44'36"W	46.25'
C16	32.12'	60.00'	30°40'29"	S73°44'58"W	31.74'
C17	21.13'	517.50'	2°20'24"	N89°44'36"W	21.13'
C18	63.07'	517.50'	6°58'58"	N85°04'55"W	63.03'
C19	58.27'	517.50'	6°27'07"	N78°21'53"W	58.24'
C20	58.53'	517.50'	6°28'50"	N71°53'54"W	58.50'
C21	18.72'	517.50'	2°04'23"	N67°37'18"W	18.72'
C22	8.08'	182.50'	2°32'18"	S67°51'15"E	8.08'
C23	12.17'	182.50'	3°49'15"	S71°02'02"E	12.17'
C24	39.10'	60.00'	37°20'07"	N54°16'36"W	38.41'
C25	46.49'	60.00'	44°23'53"	N13°24'36"W	45.34'
C26	4.29'	60.00'	4°05'50"	N10°50'15"E	4.29'
C27	40.59'	25.00'	93°01'55"	S33°37'48"E	36.28'
C28	115.13'	786.50'	8°23'15"	S83°00'36"E	115.03'
C29	39.94'	25.00'	91°31'52"	N58°39'06"E	35.82'
C30	37.45'	25.00'	85°49'49"	N30°01'45"W	34.05'
C31	24.14'	217.50'	6°21'33"	S69°45'53"E	24.13'
C32	55.84'	482.50'	6°37'50"	N69°54'02"W	55.81'
C33	81.78'	482.50'	9°42'42"	N78°04'18"W	81.69'
C34	67.25'	482.50'	7°59'09"	N86°55'14"W	67.20'
C35	42.81'	25.00'	98°06'38"	S40°01'53"W	37.77'
C36	38.08'	25.00'	87°16'58"	S52°39'55"E	34.51'
C37	315.22'	871.50'	20°43'26"	N85°56'41"W	313.51'
C38	350.74'	913.50'	21°59'56"	N86°34'57"W	348.59'
C39	30.39'	913.50'	1°54'21"	N76°32'09"W	30.39'
C40	64.79'	913.50'	4°03'49"	N79°31'14"W	64.78'
C41	62.69'	913.50'	3°55'54"	N83°31'06"W	62.67'
C42	61.52'	913.50'	3°51'31"	N87°24'49"W	61.51'
C43	65.35'	913.50'	4°05'55"	S88°36'28"W	65.33'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C44	66.01'	913.50'	4°08'25"	S84°29'18"W	66.00'
C45	179.41'	828.50'	12°24'27"	S86°20'59"E	179.06'
C46	48.07'	971.50'	2°50'05"	S88°51'50"W	48.06'
C47	15.71'	26.50'	33°57'56"	N73°17'55"E	15.48'
C48	21.04'	33.50'	35°59'25"	S74°18'39"W	20.70'
C49	45.28'	982.33'	2°38'28"	N86°22'24"W	45.28'
C50	21.04'	33.50'	35°59'25"	N67°03'28"W	20.70'
C51	15.71'	26.50'	33°57'56"	S66°02'43"E	15.48'
C52	45.77'	971.50'	2°41'57"	N81°40'43"W	45.76'
C53	185.00'	1013.50'	10°27'30"	N85°14'38"W	184.74'
C54	26.45'	786.50'	1°55'36"	N88°10'01"W	26.44'
C55	93.36'	1013.50'	5°16'41"	N82°39'13"W	93.33'
C56	49.01'	1013.50'	2°46'14"	N86°40'41"W	49.00'
C57	71.70'	72.14'	56°57'01"	N50°26'28"E	68.79'
C58	22.16'	25.00'	50°46'41"	S24°52'52"E	21.44'

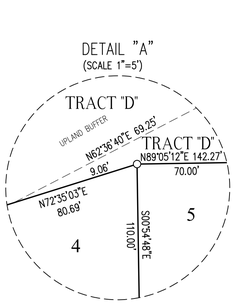
LINE TABLE		
LINE	LENGTH	BEARING
L1	8.00'	N33°58'11"E
L2	18.00'	S76°55'32"E
L3	17.70'	S31°35'17"E
L4	23.44'	N9°01'26"W
L5	18.00'	S17°03'20"W
L6	18.00'	S54°23'27"W
L7	8.00'	N34°13'47"W
L8	21.67'	S12°53'10"W
L9	22.01'	N12°53'10"E
L10	8.00'	S59°18'25"W
L11	8.00'	N52°21'58"W
L12	23.54'	S9°01'26"E
L13	31.19'	N2°31'00"E
L14	31.82'	N2°31'00"E
L15	25.71'	S43°52'35"E
L16	29.34'	N59°53'32"E
L17	15.59'	N74°07'30"W
L18	28.21'	S89°05'12"W
L19	33.59'	N89°05'12"E
L20	26.48'	S0°30'28"W
L21	12.00'	S54°50'16"E
L22	10.00'	N57°24'49"E

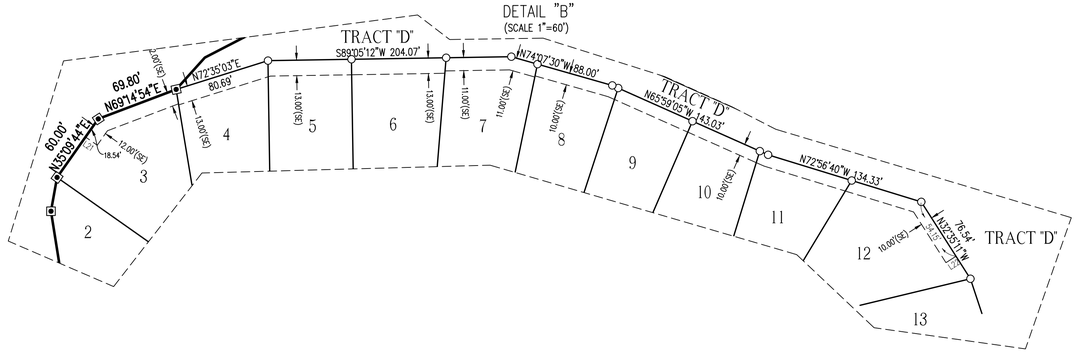
TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	3,672	0.084
B	19,683	0.452
C	15,801	0.363
D	138,602	3.182

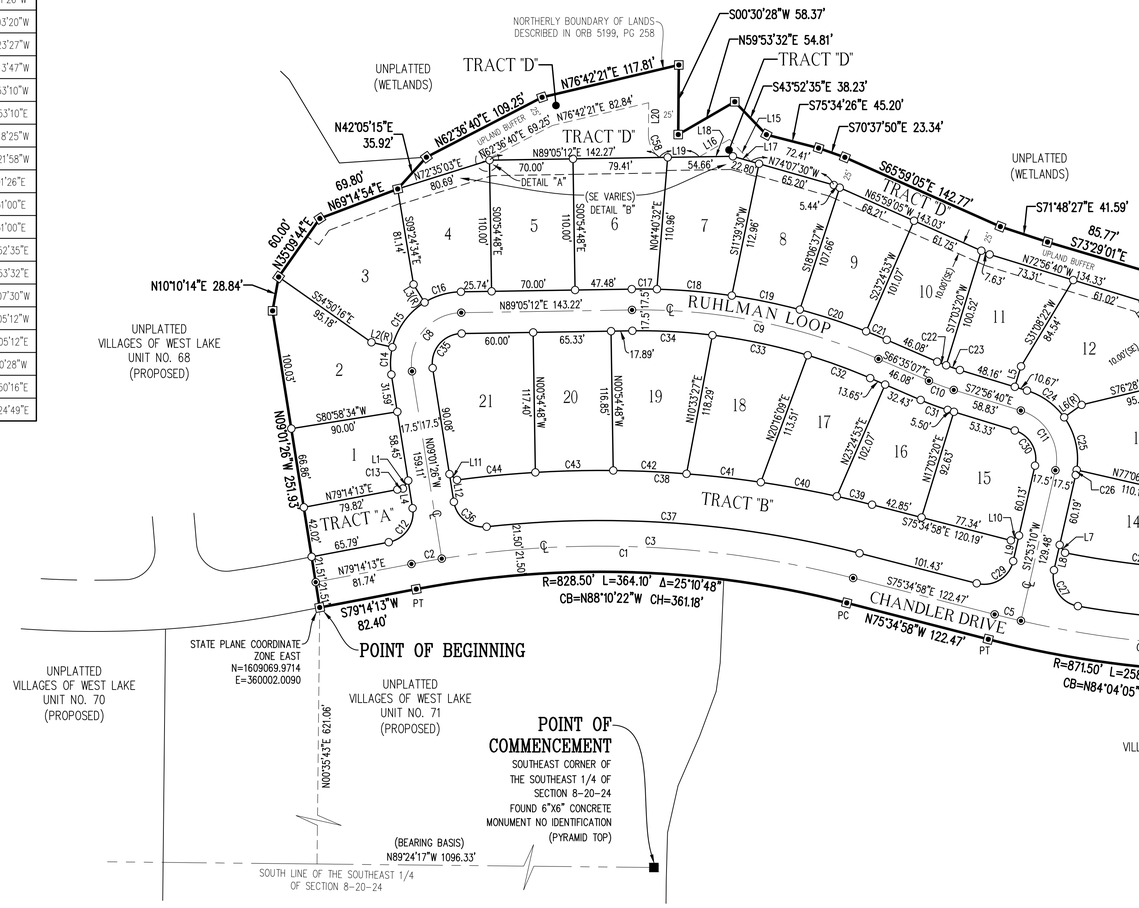
LEGEND

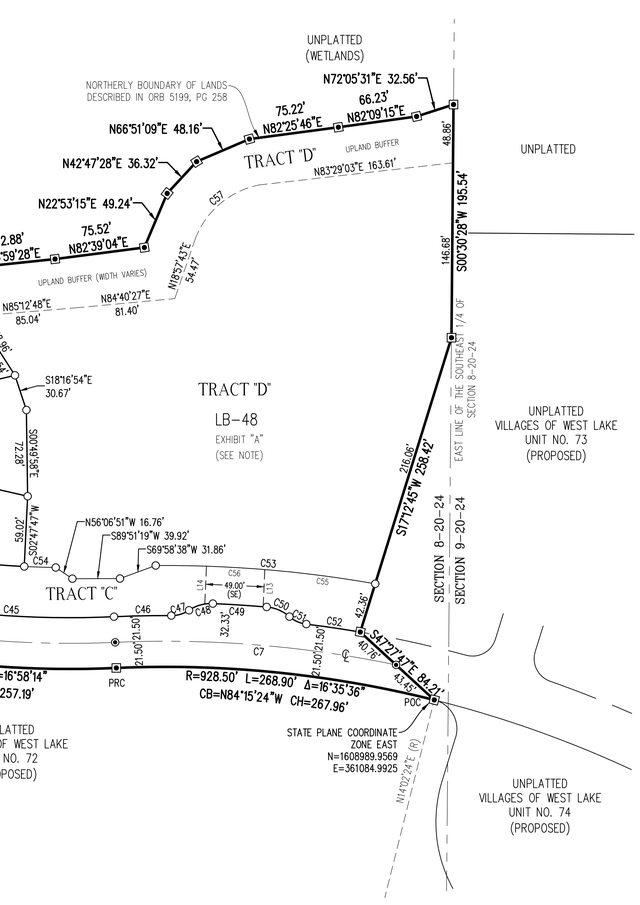
- ■ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE NOTED.
- ⊡ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4709)
- ◉ INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB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

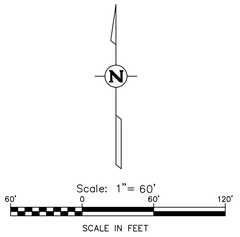
- PB INDICATES PLAT BOOK
- PG INDICATES PAGE
- PGS INDICATES PAGES
- SQ FT INDICATES SQUARE FEET
- R/W INDICATES RIGHT-OF-WAY











PREPARED BY:
CFB CLYMER FARNER BARLEY
CLYMER FARNER BARLEY, Inc.
4450 NE 83RD RD. WILDWOOD, FL 34785
(352)748-3126
WWW.CFB-Inc.COM CA #4709

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.9.

Meeting Date: August 22, 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. 70, a subdivision of the City of Leesburg, Florida, being a portion of Section 8, 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. 70)

Staff Recommendation:
Staff recommends approval of the plat for Villages of West Lake Unit No. 70 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 50 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. 70 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. 70, A SUBDIVISION OF THE CITY OF LEESBURG, FLORIDA, BEING A PORTION OF SECTION 8, 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. 70)

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

A PARCEL OF LAND LYING WITHIN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 8; THENCE ALONG THE SOUTH LINE THEREOF RUN N89°24'17"W, 1225.38 FEET; THENCE DEPARTING SAID SOUTH LINE RUN N00°35'43"E, 50.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 470 PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11670-2601 FOR THE POINT OF BEGINNING; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE RUN N89°24'17"W, 627.90 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE N00°35'43"E, 335.09 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 386.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°18'19", AN ARC DISTANCE OF 49.28 FEET; THENCE ALONG A NON-TANGENT LINE RUN N23°46'04"W, 52.37 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 374.50 FEET AND A CHORD BEARING AND DISTANCE OF N14°45'35"W, 4.80 FEET TO WHICH A RADIAL LINE BEARS N75°36'27"E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°44'04", AN ARC DISTANCE OF 4.80 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 82°04'10", AN ARC DISTANCE OF 50.13 FEET TO THE POINT OF TANGENCY; THENCE N66°56'33"E, 117.03 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 428.50 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°18'41", AN ARC DISTANCE OF 264.08 FEET TO THE POINT OF TANGENCY; THENCE S77°44'46"E, 50.86 FEET TO THE POINT

OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 871.50 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°06'35", AN ARC DISTANCE OF 245.04 FEET; THENCE ALONG A NON-TANGENT LINE RUN S00°35'43"W, 551.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.44 ACRES, MORE OR LESS.

(See Exhibit A, Villages of West Lake Unit No. 70 Plat attached)

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 22nd day of August 2022.

_____
Mayor

ATTEST:

_____
City Clerk

VILLAGES OF WEST LAKE UNIT NO. 70

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

PLAT BOOK _____

PAGE _____

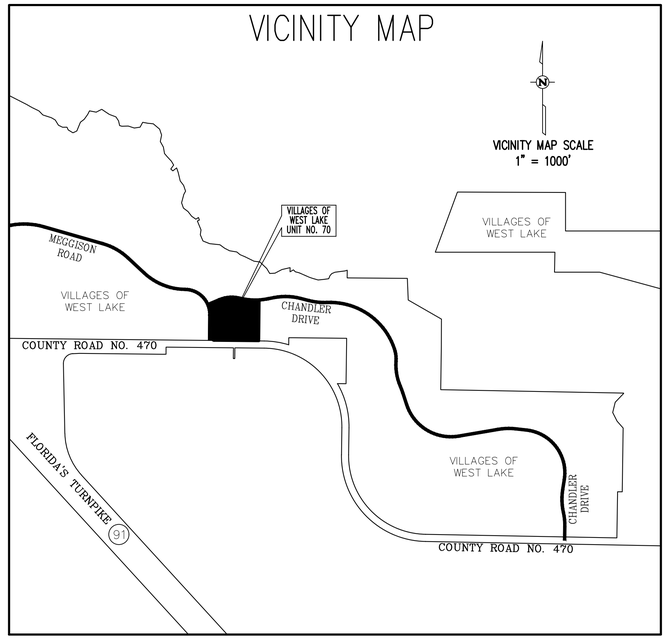
LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 8; THENCE ALONG THE SOUTH LINE THEREOF RUN N89°24'17"W, 1225.38 FEET; THENCE DEPARTING SAID SOUTH LINE RUN N00°35'43"E, 50.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 470 PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11670-2601 FOR THE POINT OF BEGINNING; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE RUN N89°24'17"W, 627.90 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE N00°35'43"E, 335.09 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 386.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°18'19", AN ARC DISTANCE OF 49.28 FEET; THENCE ALONG A NON-TANGENT LINE RUN N23°46'04"W, 52.37 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 374.50 FEET AND A CHORD BEARING AND DISTANCE OF N14°45'35"W, 4.80 FEET TO WHICH A RADIAL LINE BEARS N75°36'27"E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°44'04", AN ARC DISTANCE OF 4.80 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 82°04'10", AN ARC DISTANCE OF 50.13 FEET TO THE POINT OF TANGENCY; THENCE N66°56'33"E, 117.03 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 428.50 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°18'41", AN ARC DISTANCE OF 264.08 FEET TO THE POINT OF TANGENCY; THENCE S77°44'46"E, 50.86 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 871.50 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°06'35", AN ARC DISTANCE OF 245.04 FEET; THENCE ALONG A NON-TANGENT LINE RUN S00°35'43"W, 551.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.44 ACRES, MORE OR LESS.

VICINITY MAP



50 LOTS - 5 TRACTS

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

NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT AS DERIVED FROM THE L-NET NETWORK (TOPNET GNSS NETWORK). AS A REFERENCE, THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 24 EAST, HAS A BEARING OF NORTH 89°24'17" WEST.

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

3.) ALL DISTANCES SHOWN ARE IN FEET.

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

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

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

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

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

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

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

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

PREPARED BY: CFB | CLYMER FARNER BARLEY
CLYMER FARNER BARLEY, Inc.
4450 NE 83RD RD, WILDWOOD, FL 34785
(352)748-3126
WWW.CFB-Inc.COM CA #4709

VILLAGES OF WEST LAKE UNIT NO. 70 CONVEYANCE AND GRANT OF EASEMENTS TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14

ALL RIGHT, TITLE AND INTEREST OF THE VILLAGES LAND COMPANY, LLC, (THE DEVELOPER) IN TRACTS "A", "B", "C", "D" AND "E" AND THE ROADWAYS SHOWN ON THIS PLAT OF VILLAGES OF WEST LAKE UNIT NO. 70 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

_____
SIGNATURE

_____
PRINT NAME

MAYOR/COMMISSIONER

_____
SIGNATURE

_____
PRINT NAME

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. 70, A SUBDIVISION OF LAND HEREIN DESCRIBED AND JOINS WITH VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14 (THE DISTRICT) TO HEREBY DEDICATE THE ROADWAYS SHOWN HEREON TO THE CITY OF LEESBURG AND THE PERPETUAL USE OF THE PUBLIC; AND DEDICATES TRACTS "A", "B", "C", "D" AND "E" TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14.

WITNESSES:

(1) _____
SIGNATURE

_____
PRINT NAME

(2) _____
SIGNATURE

_____
PRINT NAME

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

BY: _____
MARTIN L. DZURO,
MANAGER

WITNESSES:

(1) _____
SIGNATURE

_____
PRINT NAME

(2) _____
SIGNATURE

_____
PRINT NAME

VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14

BY: _____
C. DALE BORROWMAN,
CHAIR

STATE OF FLORIDA
COUNTY OF SUMTER

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

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

SEAL

STATE OF FLORIDA
COUNTY OF SUMTER

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

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

SEAL

CERTIFICATE OF SURVEYOR

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

_____ DATE: _____

KAYE M. JAMESON, P.S.M. - REGISTRATION NUMBER 5912
CLYMER FARNER BARLEY, 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

PLAT BOOK _____
PAGE _____

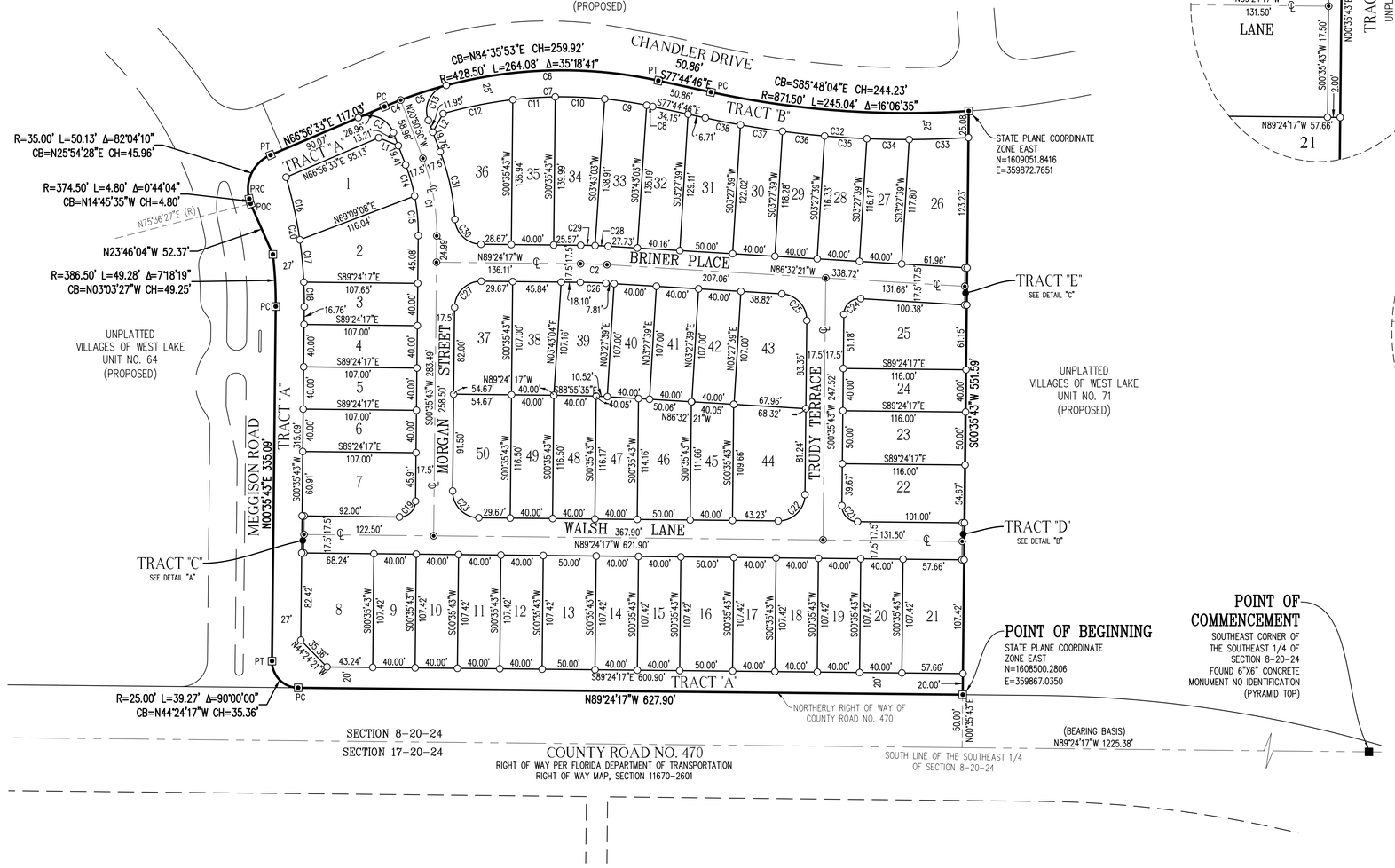
VILLAGES OF WEST LAKE UNIT NO. 70

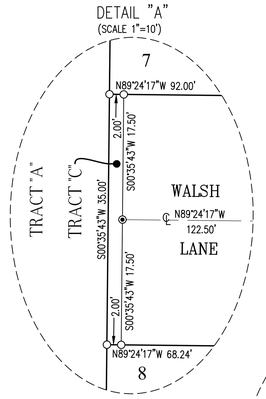
SECTION 8, TOWNSHIP 20 SOUTH, RANGE 24 EAST, CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

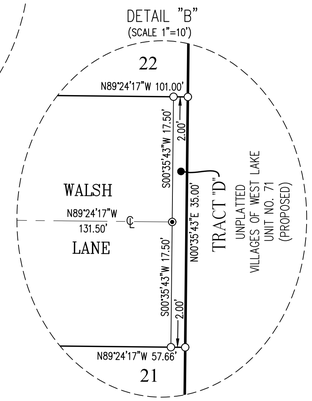
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C1	74.85'	200.00'	21°26'33"	N10°07'34"W	74.41'
C2	25.01'	500.00'	2°51'56"	N87°58'19"W	25.00'
C3	40.23'	25.00'	92°12'37"	N66°57'09"W	36.03'
C4	16.53'	428.50'	2°12'37"	S68°02'51"W	16.53'
C5	45.22'	428.50'	6°02'46"	S72°10'33"W	45.20'
C6	202.34'	428.50'	27°03'18"	S88°43'35"W	200.46'
C7	200.25'	403.50'	28°26'08"	S88°02'10"W	198.21'
C8	5.86'	403.50'	0°49'57"	N78°09'45"W	5.86'
C9	40.16'	403.50'	5°42'10"	N81°25'48"W	40.14'
C10	46.80'	403.50'	6°38'42"	N87°36'14"W	46.77'
C11	40.13'	403.50'	5°41'56"	S86°13'28"W	40.12'
C12	67.30'	403.50'	9°33'24"	S78°35'48"W	67.22'
C13	41.91'	25.00'	96°02'46"	S27°10'33"W	37.17'
C14	30.69'	182.50'	9°38'11"	N16°01'45"W	30.66'
C15	37.61'	182.50'	11°48'22"	N05°18'28"W	37.54'
C16	60.61'	413.50'	8°23'52"	N12°24'06"W	60.55'
C17	40.24'	413.50'	5°34'31"	N05°24'55"W	40.22'
C18	23.26'	413.50'	3°13'22"	N01°00'58"W	23.25'
C19	23.56'	15.00'	90°00'00"	N45°35'43"E	21.21'
C20	124.10'	413.50'	17°11'45"	N08°00'10"W	123.64'
C21	23.56'	15.00'	90°00'00"	S44°24'17"E	21.21'
C22	39.27'	25.00'	90°00'00"	N45°35'43"E	35.36'
C23	39.27'	25.00'	90°00'00"	S44°24'17"E	35.36'
C24	24.31'	15.00'	92°51'56"	S47°01'41"W	21.74'
C25	38.02'	25.00'	87°08'04"	N42°58'19"W	34.46'
C26	24.13'	482.50'	2°51'56"	N87°58'19"W	24.13'
C27	39.27'	25.00'	90°00'00"	S45°35'43"W	35.36'
C28	12.27'	517.50'	1°21'31"	N87°13'06"W	12.27'
C29	13.61'	517.50'	1°30'26"	N88°39'04"W	13.61'
C30	37.46'	25.00'	85°51'33"	S46°28'31"E	34.05'
C31	65.68'	217.50'	17°18'06"	N12°11'48"W	65.43'
C32	250.12'	896.50'	15°59'07"	S85°44'20"E	249.31'
C33	56.05'	896.50'	3°34'57"	N88°03'35"E	56.04'
C34	40.04'	896.50'	2°33'31"	S88°52'11"E	40.03'
C35	40.00'	896.50'	2°33'24"	S86°18'43"E	40.00'
C36	40.05'	896.50'	2°33'35"	S83°45'14"E	40.05'
C37	40.18'	896.50'	2°34'04"	S81°11'24"E	40.17'
C38	33.80'	896.50'	2°09'36"	S78°49'34"E	33.79'

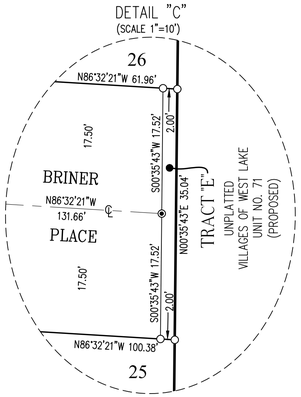
LINE TABLE		
LINE	LENGTH	BEARING
L1	20.00'	S67°58'43"E
L2	20.00'	S29°09'00"W

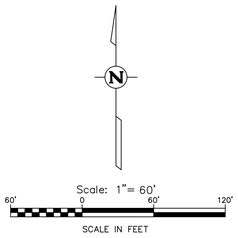
TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	29,560	0.679
B	12,976	0.298
C	70	0.002
D	70	0.002
E	70	0.002











LEGEND

- ■ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE NOTED.
- ▣ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4709)
- ◉ INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- ○ INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES. (SEE NOTE #5.)

C9 INDICATES CURVE NUMBER IN CURVE TABLE
L9 INDICATES LINE NUMBER IN LINE TABLE
℄ INDICATES CENTERLINE
Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
CB INDICATES CHORD BEARING
CH INDICATES CHORD DISTANCE
L INDICATES ARC LENGTH
LB INDICATES LICENSED BUSINESS
NO. INDICATES NUMBER
ORB INDICATES OFFICIAL RECORDS BOOK
PC INDICATES POINT OF CURVATURE
POC INDICATES POINT ON CURVE
PCC INDICATES POINT OF COMPOUND CURVATURE
PRC INDICATES POINT OF REVERSE CURVATURE
PT INDICATES POINT OF TANGENCY
R INDICATES RADIUS LENGTH
(R) INDICATES RADIAL LINE
DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
GFE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.

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

PREPARED BY:
CFB CLYMER FARNER BARLEY
CLYMER FARNER BARLEY, Inc.
4450 NE 83RD RD. WILDWOOD, FL 34785
(352)748-3126
WWW.CFB-Inc.COM CA #4709

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.10.

Meeting Date: August 22, 2022

From: Robert Thilmony, (Gas Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing and directing the Mayor and City Clerk to execute a natural gas service agreement between the City of Leesburg and Wetherbee Partners, LLC, for the purpose of setting forth the terms and conditions under which the City of Leesburg will supply natural gas service to the development known as Southwinds Phase III; and providing an effective date.

Staff Recommendation:
Staff recommends approval of a Natural Gas Service Agreement with Wetherbee Partners , LLC.

Analysis:
Wetherbee Partners, LLC, is developing a subdivision located off of Flatwoods Road and Harbor Winds Way in Leesburg, Florida known as Southwinds. Section 22-7 of the Code of Ordinance requires the owner to utilize natural gas for eighty percent of the planned thirty-eight (38) units within the development. The estimated cost of the infrastructure, which will be fully funded by the developer, is $54,910.12.

Procurement Analysis:
N/A

Options:
1. Approve the gas service agreement with WetherbeePartners, LLC; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
The developer will place construction funds totaling $5,4910.12 in an escrow account sufficient to fully fund the project. A budget adjustment will be processed to add these funds to the current budget.

Account No.	042-0000-223-3100
WF No.	WF1438901

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE A NATURAL GAS SERVICE AGREEMENT BETWEEN THE CITY OF LEESBURG AND WETHERBEE PARTNERS, LLC, FOR THE PURPOSE OF SETTING FORTH THE TERMS AND CONDITIONS UNDER WHICH THE CITY OF LEESBURG WILL SUPPLY NATURAL GAS SERVICE TO THE DEVELOPMENT KNOWN AS SOUTHWINDS PHASE III; 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 Wetherbee Partners, LLC, whose address is 200 E Canton Avenue, Suite 102, Winter Park, Florida 32789, for the City to provide natural gas to the property/development referred to as Southwinds Phase III.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 22nd day of August 2022.

_____
Mayor

ATTEST:

_____
City Clerk

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2022 by and between the City of Leesburg, Florida, a municipal corporation organized under the laws of the State of Florida, located at 501 W. Meadow Street, Leesburg, Florida, 34748, (hereinafter referred to as "City"), and Wetherbee Partners, LLC, located at 200 E. Canton Avenue, Suite 102, Winter Park, Florida, 32789 (hereinafter jointly referred to as "Owner"), sometimes collectively referred to as "Party" or "Parties".

WITNESSETH:

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

See Exhibit "A" attached hereto

Parcel Identification Number(s): 281924000200002400, 281924150000A00000

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City for "Southwinds Phase III" (the "Development"); and

WHEREAS, Section 22-7 of the Code of Ordinances of the City of Leesburg, Florida, requires that Owner utilize natural gas in connection with development of the Property; and

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

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

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

2. Owner shall ensure that not less than eighty percent (80%) of the planned thirty-eight (38) units within the Development are equipped with:

A. A natural gas water heater; and

B. A natural gas furnace or Hydro-heat.

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

4. The Owner is obligated to pay the full cost of the infrastructure required to serve the Property and the cost of the services, meters, appurtenances and installation, which will be performed by the City. The Owner's estimated costs of the infrastructure to be funded by Owner as set forth below, is fifty-four thousand, nine hundred ten dollars and twelve cents ($54,910.12). Fifteen (15) days prior to construction, Owner shall place in escrow with the City, funds equal to that estimate to be used to pay for the construction as it proceeds. Notwithstanding inclusion of this estimate herein, Owner shall be obligated to pay the full cost of the infrastructure required to serve the Development and Property.

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

6. The City shall both own and maintain the natural gas system on the Property up to and including the natural gas meter. The natural gas system from the outlet of the gas meter to the appliance utilizing the natural gas shall be maintained by the Owner and Owner's heirs, successors, or assigns. Notwithstanding anything to the contrary contained herein, to the extent the natural gas system owned and

maintained by the City or any part thereof is damaged as a result of the acts, conduct, or failure to act of Owner and/or Owner's agents, employees, representatives, members, managers, shareholders, officers, directors, tenants, contractors, laborers, or material suppliers, or in the event of any deviation from standard service to any existing or proposed natural gas infrastructure occurs, then Owner shall be responsible for paying for all costs, charges, and expenses whatsoever associated with any repairs, reconstruction, and replacements to the natural gas system, including but not limited to, all costs of gas loss resulting from the damage.

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

8. The Owner shall locate natural gas service meters on the side of each building in a manner to allow for two buildings to be serviced by one service line wherever possible. The City may require that these services be located on the same side of the building as the electric or water service.

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

10. The City shall provide, when requested, individual residential unit hookups to the natural gas system within the Development. The City shall ensure that such service is provided at the same rates and on the same terms as those provided to other natural gas customers of the City within a comparable

service area. The Parties understand that any and all hookup fees, meter charges and impact fees shall be paid by the residential customers at the time service is hooked up to the home.

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

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

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

14. The Parties understand and agree that this Agreement sets forth the entire understanding between the parties and supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished thereby, except to the extent they are specifically set forth herein. Each party warrants, for the benefit and reliance of the other, that it has not entered into this Agreement in reliance on or on the basis of any promise, undertaking, representation or agreement of the other party, except as specifically set forth within the four corners of this instrument, and the parties mutually waive and disclaim any and all

rights, remedies and causes of action which may otherwise exist, based wholly or partly on any such promise, undertaking, representation or agreement of the other party, except as specifically set forth within the four corners of this instrument.

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

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

17. This Agreement is binding on and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

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

CITY OF LEESBURG

BY: _____
Mayor

ATTEST:

_____
City Clerk

Approved as to form and content:

_____
City Attorney

BY: _____
Paul M. Missigman
Manager
Wetherbee Partners, LLC

FINAL ENGINEERING PLANS
FOR
SOUTHWINDS PHASE III

(A PORTION OF THE PREVIOUSLY APPROVED SOUTHWINDS COVE PERMIT #112787-2)

SOUTHWINDS PHASES I, II, AND III

LEGAL DESCRIPTION:

A portion of the Northwest 1/4 of Section 28, Township 19 South, Range 24 East, Lake County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 28, Township 19 South, Range 24 East, Lake County, Florida; thence run North 89°59'58" East, along the North line of the said Southwest 1/4 of the Northwest 1/4 of Section 28, for a distance of 662.56 feet to the POINT OF BEGINNING; thence continue North 89°59'58" East, along said North line, for a distance of 602.80 feet to a point on the Westerly right of way line of South Street, also known as County Road 468; thence departing said North line, run South 00°02'44" East, along said Westerly right of way line, for a distance of 635.78 feet; thence run South 89°57'16" West, along said Westerly right of way line, for a distance of 20.00 feet; thence run South 00°02'44" East, along said Westerly right of way line, for a distance of 60.63 feet; thence departing said Westerly right of way line, run North 89°58'09" West, for a distance of 1217.13 feet to a point on the Easterly right of way line of Flatwoods Road; thence run North 00°06'03" East, along said Easterly right of way line, for a distance of 275.56 feet; thence departing said Easterly right of way line, run South 89°59'50" East, for a distance of 179.84 feet; thence run North 00°06'28" East, for a distance of 210.05 feet; thence run North 89°59'36" East, for a distance of 452.47 feet; thence run North 00°09'39" East, for a distance of 210.12 feet to the POINT OF BEGINNING.

Containing 688,652.34 square feet, or 15.809 acres, more or less.

PARCEL ID: 281924000200002400, 281924150000A00000
SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA

FOR

WETHERBEE PARTNERS, LLC.

200 E. CANTON AVENUE, SUITE 102
WINTER PARK, FL 32789
(407) 741-8598

INDEX OF SHEETS

C001	COVER SHEET
	SURVEY
C002	SYMBOLS AND ABBREVIATIONS
C003	GENERAL NOTES
C005	DEMOLITION PLAN
C100	OVERALL SITE PLAN
C101	SITE PLAN
C201	UTILITY PLAN
C301	DRAINAGE PLAN
C401	GRADING PLAN
C601	PLAN AND PROFILE
C701	STORMWATER POLLUTION POLLUTION PLAN
C801	VEHICULAR CIRCULATION PLAN
C901 – C902	CONSTRUCTION DETAILS
C911 – C914	CITY DETAILS

MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS
431 E. HORATIO AVENUE, SUITE 260
MAITLAND, FLORIDA 32751
PHONE (407) 629-8330
FAX (407) 629-8336

Sunshine 811

Advanced Notice: 2 full business days
Number of days in advance of a digging project that you need to notify the one call center of your intent to dig.

PROJECT TEAM MEMBERS:

OWNER:
WETHERBEE PARTNERS, LLC.
200 E. CANTON AVENUE, SUITE 102
WINTER PARK, FL 32789
PHONE: (407) 741-8666

SURVEYOR:
ALLEN & COMPANY, INC.
16 E. PLANT STREET
WINTER GARDEN, FL 32789
PHONE: (407) 654-5355

ENGINEER:
MADDEN, MOORHEAD, & STOKES, LLC.
431 E HORATIO AVE, STE 260
MAITLAND, FL 32751
PHONE: (407) 629-8330

GEOTECHNICAL:
YOVANSH ENGINEERING SCIENCES, INC.
953 SUNSHINE LANE
ALTAMONTE SPRINGS, FL 32714
PHONE: (407) 774-9383

LANDSCAPE:
FOSTER CONANT & ASSOCIATES
120 W ROBINSON STREET
ORLANDO, FL 32801
PHONE: (407) 648-2225

UTILITY PROVIDERS:

WATER & WASTE WATER:
CITY OF LEESBURG
233 SOUTH 5TH ST.
LEESBURG, FL 34749
PHONE: (352) 435-9442

CABLE:
COMCAST COMMUNICATIONS
8130 CR 44, LEG A
LEESBURG, FL 34788
PHONE: (352) 365-6279

PHONE:
SPRINT
501 MCCORMICK ST.
LEESBURG, FL 34749
PHONE: (352) 326-1495

GAS:
LEESBURG GAS DEPARTMENT
306 S. 6TH ST.
LEESBURG, FL 34748
PHONE: (352) 728-9819

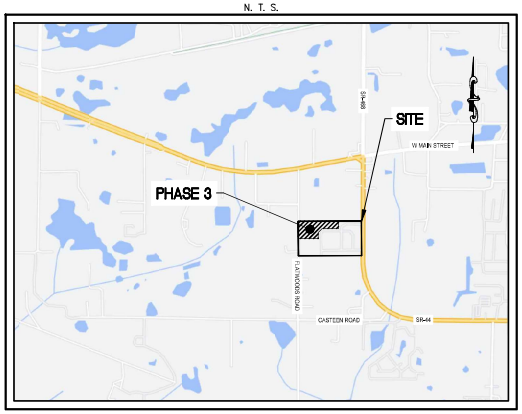
POWER:
LEESBURG ELECTRIC
2010 GRIFFIN ROAD
LEESBURG, FL 34748
PHONE: (352) 728-9819

BENJAMIN WEIKEL KRAMER
LICENSED
No. 79452
STATE OF FLORIDA
PROFESSIONAL ENGINEER
BENJAMIN WEIKEL KRAMER, LIC. #79452
CERTIFICATE OF AUTHORIZATION NO. EB-0007723

Digitally signed by Benjamin Weikel Kramer
DN: c=US, o=Leesburg, ou=Engineering, cn=Benjamin Weikel Kramer, email=bkramer@leesburgfl.com
Date: 2022.06.15 17:34:27 -05'00'

VICINITY MAP

N. T. S.



SOUTHWINDS PHASE III (JOB NO. 20068)

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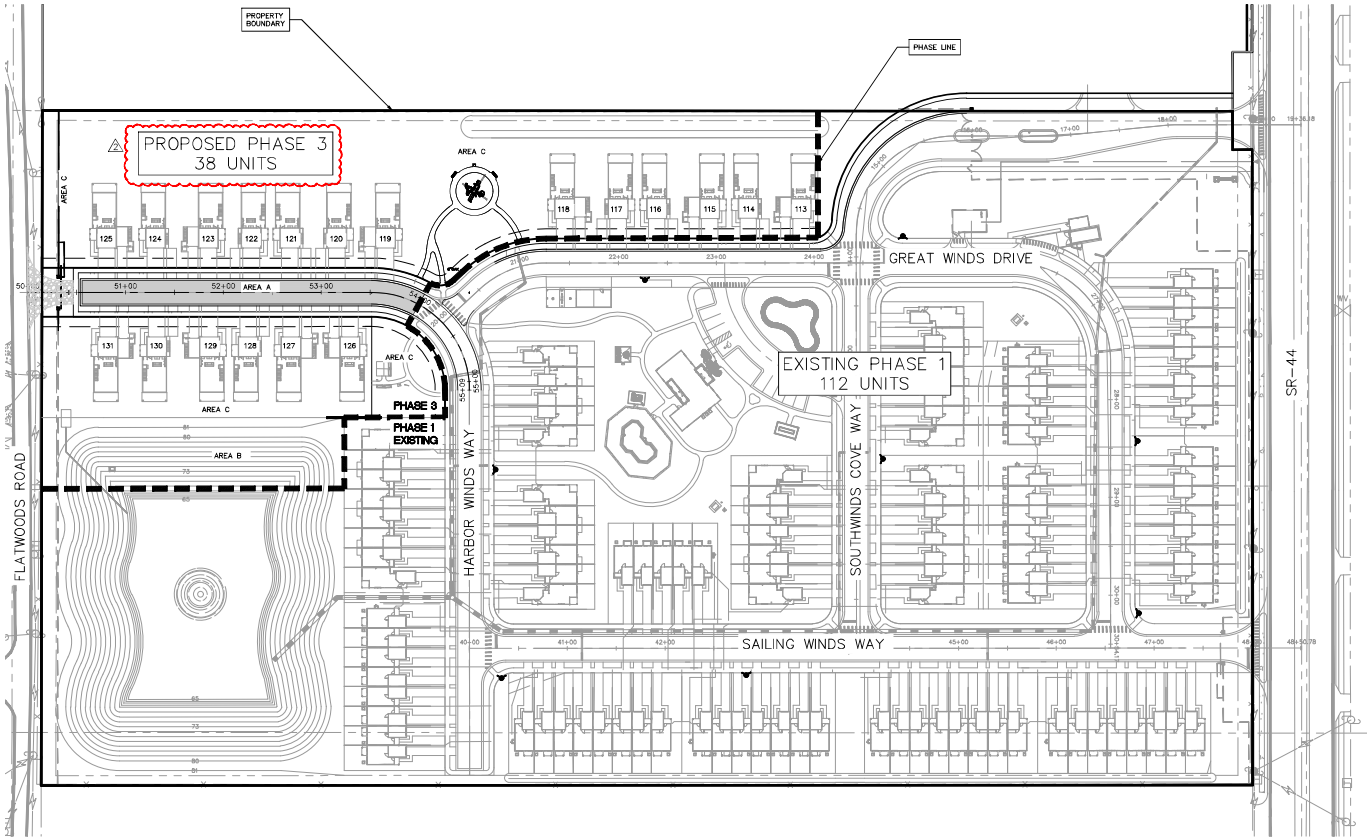


GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

SITE DATA:

1.	TOTAL SITE AREA:	19.58 ACRES ±
	PHASE 1:	14.96 ACRES ±
	PHASE 3:	4.62 ACRES ±
2.	FUTURE LAND USE:	LOW DENSITY
3.	ZONING:	PLANNED UNIT DEVELOPMENT
4.	PHASING:	1 PHASE
5.	EXISTING SITE IS VACANT WITH AMENITIES TO BE RELOCATED	
6.	PROPOSED DWELLING UNITS:	38 TOWNHOMES
7.	GROSS DENSITY:	
	ALLOWED (MAXIMUM):	8.00 DU/AC
	PROPOSED:	7.66 DU/AC (150 DU/19.58 AC)
8.	MAXIMUM BUILDING HEIGHT:	35' MAXIMUM (2 STORIES)
9.	UTILITIES:	
	WATER (300 GPD/UNIT)	11,400 GPD
	SEWER (250 GPD/UNIT)	9,500 GPD
	NEEDED FIRE FLOW	1,500 GPM

NOTES:

1. STREET LIGHTING IS TO BE PROVIDED IN ACCORDANCE WITH CITY OF LEESBURG LAND DEVELOPMENT CODE. A STREET LIGHTING PLAN, INCLUDING STREET LIGHT ASSEMBLY DETAILS, SHALL BE PROVIDED TO THE CITY FOR APPROVAL PRIOR TO CONSTRUCTION OF STREET LIGHTING.
2. THE PROPOSED PHASE WILL CONNECT WITH THE EXISTING SINGLE STORMWATER MANAGEMENT SYSTEM. THE EXISTING PHASE IS DESIGNED WITH A SINGLE STORMWATER MANAGEMENT SYSTEM THAT ACCOMMODATES THE PROPERTY. THE PONDS ARE DESIGNED IN ACCORDANCE WITH CITY OF LEESBURG AND SJRWMD STANDARDS.
3. PER FIRM NO. 12069C0316E, THE SITE LIES WITHIN ZONE "A" (BASE FLOOD ELEVATION DETERMINED AT 81.00') AND ZONE "X" (AREAS OUTSIDE THE 500YR FLOODPLAIN).
4. WATER SERVICE WILL BE PROVIDED BY CITY OF LEESBURG.
5. RECLAIMED WATER SERVICE IS NOT AVAILABLE. RECLAIMED WATER INFRASTRUCTURE IS EXISTING, AND IRRIGATION WILL BE CONNECTED TO THE EXISTING IRRIGATION SYSTEM. THE EXISTING TEMPORARY JUMPER CONNECTION IS TO BE REMOVED WHEN RECLAIMED WATER SERVICE IS MADE AVAILABLE TO THE PROPERTY.
6. WASTEWATER SERVICE WILL BE PROVIDED BY CITY OF LEESBURG.
7. FIRE PROTECTION WILL BE PROVIDED BY CITY OF LEESBURG.
8. POLICE PROTECTION WILL BE PROVIDED BY CITY OF LEESBURG.
9. PROJECT WILL BE PLATTED AS A SINGLE LOT AND UNDER ONE OWNERSHIP.

PARKING SPACE CALCULATIONS

REQUIRED PARKING:

PARKING SPACES REQUIRED = 2 SPACES PER UNIT

PHASE 1:
REQUIRED PARKING = 2 X 112 UNITS = 224 SPACES

PHASE 3:
REQUIRED PARKING = 2 X 38 UNITS = 76 SPACES

TOTAL PARKING SPACES REQUIRED = 262 SPACES

PARKING PROVIDED:

PHASE 1:
1 DRIVEWAY SPACE X 112 UNITS = 112 SPACES
1 GARAGE SPACE X 112 UNITS = 112 SPACES
CLUBHOUSE PARKING = 8 SPACES
CLUBHOUSE HANDICAP = 1 SPACE
TOTAL PARKING PHASE 1 = 233 SPACES

PHASE 3:
3 DRIVEWAY SPACE X 10 BUILDINGS = 30 SPACES
3 GARAGE SPACE X 10 BUILDINGS = 30 SPACES
2 DRIVEWAY SPACE X 9 BUILDINGS = 18 SPACES
2 GARAGE SPACE X 9 BUILDINGS = 18 SPACES

TOTAL PARKING PHASE 3 = 96 SPACES

TOTAL PARKING SPACES PROVIDED = 329 SPACES

OPEN SPACE CALCULATIONS

PHASE 1 AND 3
OPEN SPACE REQUIRED = 50%

PHASE 3 PROPOSED OPEN SPACE PROVIDED:
AREA B = 0.42 AC.
AREA C = 2.59 AC.

PHASE 1 EXISTING OPEN SPACE PROVIDED:
TRACT C = 4.18 AC.
TRACT E = 1.51 AC.
TRACT F = 0.07 AC.
TRACT G = 0.15 AC.
TRACT H = 0.15 AC.
TOWN HOME LOTS = 1.87 AC. (630 SF/LOT)
OPEN SPACE IN ROW = 0.98 AC
TOTAL = 11.92 AC. (60.91%)

AREA TABLE

AREA	AREA USE	ACREAGE	PERCENT	OWNERSHIP
A	R.O.W.	0.42 AC.	9.10%	CITY OF LEESBURG
B	EXISTING RETENTION	0.42 AC.	9.10%	H.O.A.
C	OPEN SPACE	2.59 AC.	56.00%	H.O.A.
D	LOTS	1.19 AC.	25.8%	H.O.A.
	TOTAL PROJECT	4.62 AC.		

MADDEN
CIVIL ENGINEERS
431 E. Horatio Avenue
Suite 260
Maitland, Florida 32751
(407) 629-8330

OVERALL SITE PLAN
FOR
SOUTHWINDS PHASE III
CITY OF LEESBURG FLORIDA

WETHERBEE PARTNERS, LLC.
200 E. CANTON AVENUE, SUITE 102
WINTER PARK, FL 32789
(407) 741-8866

ENGINEER IN CHARGE:
BENJAMIN S. BEDNARA, P.E. #73452
3/4/2022
CERTIFICATE OF AUTHORIZATION NO. EA-0007733

NO.	DATE	REVISIONS
1	1/10/24	REVISED PER BUILDING DEPARTMENT COMMENTS
2	1/26/24	REVISED PER CITY OF LEESBURG COMMENTS
3		
4		
5		
6		
7		
8		
9		
10		
11		

JOB # 20068
DATE: 6/9/22
SCALE: 1"=60'
DESIGNED BY: BCH
DRAWN BY: BCH
APPROVED BY: BSB

C100

H:\Data\20068\Engr\Final\20068_C100_OVERALL_SITE_PLAN.dwg, June 13, 2022, 4:18 PM

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.11.

Meeting Date: August 22, 2022

From: Robert Thilmony, (Gas Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing and directing the Mayor and City Clerk to execute a natural gas service agreement between the City of Leesburg and Hanover 623 Holdings, LLC for the purpose of setting forth the terms and conditions under which the City of Leesburg will supply natural gas service to the development referred to as Eagletail Landing (McElyea) Phase 4; and providing an effective date.

Staff Recommendation:
Staff recommends approval of a Gas Service Agreement with Hanover 623 Holdings, LLC.

Analysis:
Hanover 623 Holdings, LLC is developing Phase 4 of the existing subdivision located south of CR 48 known as Eagletail Landing (McElyea). Section 22-7 of the Code of Ordinance requires the owner to utilize natural gas for eighty percent of the planned one hundred twenty-six (126) units within the development. The estimated cost of the infrastructure, which will be fully funded by the developer, is $206,269.50.

Procurement Analysis:
N/A

Options:
1. Approve the Gas Service Agreement with Hanover 623 Holdings, LLC; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
Developer will place construction funds totaling $206,269.50 in an escrow account sufficient to fully fund the project. A budget adjustment will be processed to add these funds to the current budget.

Account No.	042-0000-223-3100
WF No.	WF1375341

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A GAS SERVICE AGREEMENT BETWEEN THE CITY OF LEESBURG AND HANOVER 623 HOLDINGS, LLC, FOR THE PURPOSE OF SETTING FORTH THE TERMS UNDER WHICH THE CITY WILL PROVIDE NATURAL GAS SERVICE TO THE DEVELOPMENT KNOWN AS EAGLETAIL LANDING (MCELYEA) PHASE 4; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized and directed to execute a Gas Service Agreement between the City of Leesburg and Hanover 623 Holdings, LLC, for the purpose of setting forth the terms under which the City will provide natural gas service to the development known as Eagletail Landing (McElyea) Phase 4.

THIS RESOLUTION shall take effect upon its passage and adoption according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 22nd day of August, 2022.

THE CITY OF LEESBBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this____day of _____, 2021 by and between the City of Leesburg, Florida, a municipal corporation organized under the laws of the State of Florida, located at 501 W. Meadow Street, Leesburg, Florida, 34748, (hereinafter referred to as "City"), and Hanover 623 Holdings, LLC, A Florida limited liability company. 605 Commonwealth Ave Orlando, Fl 32803 (hereinafter jointly referred to as "Owner"), sometimes collectively referred to as "Party" or "Parties".

WITNESSETH:

WHEREAS, Owner is developing a subdivision located in Leesburg, Florida, known as Eagletail Landing (McElyea) Phase 4. (hereafter referred to as the "Development"), in accordance with the master plan for the Development on file with the City; and

WHEREAS, Section 22-7 of the Code of Ordinances of the City of Leesburg, Florida, requires that Owner utilize natural gas within the Development; and

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

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

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

2. Owner shall ensure that not less than eighty percent (80%) of the planned one hundred twenty-six (126) units within the Development are equipped with:

A. A natural gas water heater; and

B. A natural gas furnace or Hydro-heat.

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

4. The Owner is obligated to pay the full cost of the infrastructure required to serve the Development and the cost of the services, meters, appurtenances and installation, which will be performed by the City. The Owner's estimated costs of the infrastructure to be funded by Owner as set forth below, is Two hundred and six thousand two hundred sixty-nine dollars and fifty cents. ($206,269.50). Prior to construction, Owner shall place in escrow with the City, funds equal to that estimate to be used to pay for the construction as it proceeds. Notwithstanding inclusion of this estimate herein, Owner shall be obligated to pay the full cost of the infrastructure required to serve the Development.

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

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

7. If the developer fails to pay the funds required under this agreement or otherwise defaults under the terms of this agreement, the city is not obligated to install the natural gas infrastructure in the

development and may terminate this agreement. In addition, the city may suspend issuance of any and all permits for construction within the development until such time as the developer has paid the amount due and the natural gas service agreement has been reinstated.

8. The City shall both own and maintain the natural gas system, up to and including the natural gas meter, within the Development. The natural gas system from the outlet of the gas meter to the appliance utilizing the natural gas shall be maintained by the Owner or homeowner.

9. The Owner shall grant to the City all easements needed to install the natural gas pipelines within the Development, including minimum five foot (5') side lot easements, and shall dedicate those easements to the perpetual use of the City and its successors in interest for the purpose of laying, maintaining, repairing and replacing the natural gas pipelines. In addition, the Owner shall provide a location and easement, agreed to by the City for the purpose of installation of any necessary regulator stations and all associated equipment.

10. The Owner shall locate natural gas service meters on the side of each building in a manner to allow for two buildings to be serviced by one service line wherever possible. The City may require that these services be located on the same side of the building as the electric or water service.

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

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

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

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

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

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

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

CITY OF LEESBURG

BY: _____
Mayor

ATTEST:

_____
City Clerk

Approved as to form and content:

_____
City Attorney

Hanover 623 Holdings, LLC

BY: _____
Stephen Orosz, President

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.12.

Meeting Date: August 22, 2022

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, amending Resolution No. 8839 approving new service fees and adjusting current Utility Service Fees; and providing an effective date.

Staff Recommendation:
Staff recommends approval of the new and adjusted Utility Service fees.

Analysis:
The Utility Service Fee Schedule was last amended in 2011. Due to increases in costs associated with performing the various services, an analysis was completed by all the Utilities to bring these service fees up to reflect current costs. The table below details the requested changes to the Utility Service fees:

Utility Service Fee Schedule			
Description of service	**Charge (per service or meter)**		
Utility Application Fees:			
Identity Check	City Cost		
Credit Check	City Cost		
Credit Card Convenience Fee per transaction*			
Various Utilities:			
Initial Connection Fee	~~$25.00~~	$ 50.00	
Transfer Fee	~~$25.00~~	$ 50.00	
Reconnection fee	~~$25.00~~	$ 50.00	
After Hours Connection/Reconnection Fee 1st Service	$55.00		
Each additional service	$20.00		
Reconnection fee after meter tampering or investigation	$275.00		
Meter Test Fee	$100.00		
Meter Re-read Fee	$50.00		
Electric Utility Fees:			
Three Phase Reconnection Fee (normal business hours- manual reconnect)	~~$25.00~~	$ 200.00	
After Hours Connection/Reconnection Fee for 3 phase meter (manual reconnection)	$375.00		NEW
Temporary Electric Service (installation/changeover/new service)	~~$50.00~~	$ 150.00	
Overhead or Underground and Temporary Electric Service to permanent Electric Service	~~$50.00~~	$ 200.00	
Electric Trip Charge	$100.00		NEW
Gas Utility Fees:			
Service call for repair to customer appliance(s) or piping (includes trip charge)	~~$35.00~~	100 + Materials	
After Hours service call to light pilot or repair Customer appliance(s) piping	~~$55.00 + Materials~~	$150.00 + Materials	
Winter requests to light pilot lights during normal working hours where no other service is needed	~~$15.00~~	$ 25.00	
Meter upgrade fee	$100 + additional meter cost		NEW

*imposition of the credit card convenience fee is subject to the conditions of the agreements between the City and the credit card service providers. Thus the fee may not be imposed in those circumstances in which those agreement would prohibit it.

Procurement Analysis:

Options:

1. Approve the new service fees and adjusting various current Utility Service Fees; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

By not charging the new or adjusted fees, the various Utilities are absorbing some of the costs associated with the various Utility Service Fees.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AMENDING RESOLUTION NO. 8839 APPROVING NEW SERVICE FEES AND ADJUSTING CURRENT UTILITY SERVICE FEES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Commission originally adopted a Utility Service Fee Schedule by Resolution as prescribed by Ordinance 05-44, adopted May 9, 2005 and was adjusted by Resolution 8839 on May 1, 2011.

WHEREAS, it is necessary to amend the Utility Service Fee Schedule to add various fees and amend current Utility Service fees.

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

THAT, the following is the amended Utility Service Fee Schedule of the City of Leesburg, and shall remain in effect as such until modified or repealed by subsequent resolution:

Utility Service Fee Schedule	
Description of service	**Charge (per service or meter)**
Utility Application Fees:	
Identity Check	City Cost
Credit Check	City Cost
Credit Card Convenience Fee per transaction*	
Various Utilities:	
Initial Connection Fee	$ 50.00
Transfer Fee	$ 50.00
Reconnection fee	$ 50.00
After Hours Connection/Reconnection Fee 1st Service	$55.00
Each additional service	$20.00
Reconnection fee after meter tampering or investigation	$275.00
Meter Test Fee	$100.00
Meter Re-read Fee	$50.00
Electric Utility Fees:	
Three Phase Reconnection Fee (normal business hours- manual reconnect)	$ 200.00
After Hours Connection/Reconnection Fee for 3 phase meter (manual reconnection)	$375.00
Temporary Electric Service (installation/changeover/new service)	$ 150.00
Overhead or Underground and Temporary Electric Service to permanent Electric Service	$ 200.00
Electric Trip Charge	$100.00
Gas Utility Fees:	
Service call for repair to customer appliance(s) or piping (includes trip charge)	$100 + Materials
After Hours service call to light pilot or repair Customer appliance(s) piping	$150.00 + Materials
Winter requests to light pilot lights during normal working hours where no other service is needed	$ 25.00
Meter upgrade fee	$100 + additional meter cost

*imposition of the credit card convenience fee is subject to the conditions of the agreements between the City and the credit card service providers. Thus the fee may not be imposed in those circumstances in which those agreement would prohibit it.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 22nd day of August 2022.

_____
Mayor

ATTEST:

_____
City Clerk

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.13.

Meeting Date: August 22, 2022

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a lease agreement with Blue Heron CPA for space at the Leesburg Incubator; and providing an effective date.

Staff Recommendation:
Staff recommends approval of the resolution as attached.

Analysis:
The attached lease is the standard agreement for incubator tennants.

Procurement Analysis:
N/A

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

Fiscal Impact:

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A LEASE AGREEMENT WITH BLUE HERON CPA FOR SPACE AT THE LEESBURG INCUBATOR; 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 Blue Heron CPA, whose address is 1318 Quail Court, The Villages, Florida 32163, for space at the Leesburg Incubator.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 22nd day of August 2022.

_____
Mayor

ATTEST:

_____
City Clerk

Leesburg Business & Technology Center

Business Incubator Application

P-L-E-A-S-E P-R-I-N-T

Today's Date: 07/10, 2022

What is your Name: LEWIS (Last Name) M (Middle Initial) LEAH (First Name)

1318 QUAIL CT
Home Address

THE VILLAGES (City) FL (State) 32163 (Zip Code)

Company Name: BLUE HERON CPAS 1318 QUAIL CT
Business Address

THE VILLAGES (City) FL (State) 32163 (Zip Code)

Home Telephone: (____) _____-_____ Business E-Mail: LEAH@BLUEHERONBK.COM

Cellular Telephone: (502) 693-3722 Personal E-Mail: LEAH.LEWIS183@GMAIL.COM

Business Telephone: (352) 356-5254 Website Address: BLUEHERONCPAS.COM

Fax Number: (____) _____-_____ FL. Driver License#: _____

How did you hear about the LBTC Business Incubator Program? VISITS TO CHAMBER, CHAMBER INVOLVEMENT

1. Check Highest Level of Education: [ ] High School Graduate [ ] Junior College [X] College Graduate [ ] Technical School [ ] Some College [ ] Graduate Degree
2. Have you ever taken any business courses or workshops? [X] Yes [ ] No
   Please explain where and when: ACCOUNTING, COMPUTER INFO SYSTEMS; KY
3. What type of business do you plan to start? CPA firm
4. Proposed New Company Name: N/A
5. If starting a new business, do you have experience in that field? [ ] Yes [X] No
   How Long: _____years Please explain: _____
6. Have you ever owned a business? [ ] Yes [X] No If yes, what type? _____
7. What happened with your previous business? _____
8. Do you currently own a business? [X] Yes If yes, how long? 1 years [ ] No
   Name of present business: BLUE HERON CPAS
   Current number of employees: 3

Leesburg Business & Technology Center

9. Is your business legally established in the State of Florida? [X] Yes Year Established 2021 [ ] No
   If yes: [ ] Sole Proprietorship [ ] Fictitious Name Registered [X] Partnership
   [ ] Corporation: [ ] Type S [ ] Type C [ ] Limited Liability Company (LLC)
10. Do you have a valid County & City Occupational License? [ ] Yes [ ] No
    Are you certified through other agencies? [X] Yes [ ] No
    If yes, are you a [ ] MBE [ ] SBA [ ] Contractor /Builder [X] other DBPR-CPA Firm License
11. Will your business need the following: [X] LBTC Office Space [ ] Home Office
    [ ] Storefront [ ] Warehouse [ ] Other: _____
12. Projected number of employees working for you after working with the LBTC: 1 How many employees can be hired from the Target Area in Leesburg? 2-3
13. Do you have a business plan? [X] Yes [ ] No
14. Do you have a written list of personal and business goals? [X] Yes [ ] No
15. Do you have a marketing plan? [X] Yes [ ] No
16. Do you have a proposed budget for your business? [X] Yes [ ] No
17. Have you prepared a proposed budget for your personal finances? [X] Yes [ ] No
18. What type of assistance are you seeking from LBTC Business Incubator? (For example) start-up assistance, organizations, bookkeeping, purchasing, planning, sales, marketing, promotions, HR issues, credit repair, housing assistance, office space, government certification, loans, grants, training, business plan, marketing plan, advertising plan, etc.
    Please Explain:
    planning, office space, marketing assistance, talent assistance
19. How many hours a week can you commit to the LBTC Business Incubator helping you develop your business and the tasks you need to complete? [ ] 1-5 [X] 6-10 [ ] 11+ Hours
20. Date of birth: 07/01/1991 Country of birth : USA
21. Are you a U.S. Citizen? [X] Yes [ ] No
22. Ethnicity: [ ] Hispanic [ ] African American [ ] Caribbean Islander [ ] Haitian
    [X] Caucasian [ ] Native American [ ] Asian
23. PLEASE RETURN THIS APPLICATION TO: **Leesburg Business Incubator, City of Leesburg, 600 Market Street, Leesburg, Fl 34748 LBTC USE ONLY:**

Staff Member Initials: _____ Date Application Received: _____ Date of Initial Contact: _____
Type of business: [ ] Start-Up [ ] New/Emerging [ ] Existing [ ] Re-Instatement

LEASE AGREEMENT

THIS LEASE entered into on the 22nd day of August, 2022, between **THE CITY OF LEESBURG, FLORIDA**, hereafter referred to as "LESSOR", and Blue Heron CPAs c/o Leah M. Lewis hereafter referred to as "LESSEE",

WITNESSETH:

Lessor hereby leases to Lessee, and Lessee lease from the Lessor, the premises described as the "City Hall Annex" (Business Incubator), having a street address of 600 Market Street, Leesburg, Florida, together with all driveways and parking areas appurtenant thereto, under the terms and conditions set forth below (hereinafter referred to as the "Premises" or "premises"):

1. **TERM**. The term of this Lease shall be for a period of three (3) years, commencing as of _____, 2022 and ending at midnight on _____, 2025, unless sooner terminated in accordance with the terms and conditions of this Lease. Lessee may have access to the premises prior to the commencement of the term in order to conduct tenant renovations, improvements and general business operation establishment. During that time, all terms, conditions and covenants of this Lease shall apply to Lessee's occupancy of the premises and all activities carried out by the Lessee there, with the sole exception that no rent shall be due until commencement of the term. Lessor and/or Lessee can terminate the Lease Agreement without penalty, with a 30 day written notice to either party.

2. **RENT**. Lessee shall pay monthly rent to Lessor in the amount of $300 per month, plus all applicable sales tax. The Parties understand and agree that Lessee's reduced rent payments during the first twenty-four (24) months of the Lease Term are provided in consideration of USDA Rural Development expenditures related to Lessor's planned improvements to the leased premises as set forth herein.

   Lessee shall, for the final twelve (12) months of the Lease Term, starting _____, 2024 shall pay a monthly rent to the Lessor in the amount of $350 per month, plus all applicable sales tax.

   Notwithstanding anything above the contrary, in no event shall the rent payable by Lessee at any time the term of this Lease Agreement be decreased.

   Lessee acknowledges and agrees that it is responsible for paying the Rent promptly on the 1st day of each month, and that failure to do so will constitute a default under this Lease and entitle Lessor, after first giving notice of default to Lessee, to pursue any remedy allowed by law or under this Lease for a default. All monthly Rent and sales tax payments are due in advance and shall be made without demand, setoff, abatement, or reduction. If rent is not paid by the 6th day of the month, a late fee of five percent (5.0%) of the Rent amount will be imposed and shall be due and owing to Lessor. Rent is considered late if not paid on or before the 1st day of each month notwithstanding the date upon which a late fee may be imposed.

   If at any time a check given by the Lessee to Lessor is returned unpaid, thereafter Lessor may require all future payments under this Lease to be made in cash or by cashier's check. In addition, Lessor may charge a service charge in an amount consistent with Section 68.065, Florida Statutes, as amended from time to time, and pursue all remedies available under Florida law to collect payment on the check.

3. **USE**. The premises shall be used only for office uses and no other use shall be made of the premises without the prior written consent of Lessor, which consent shall lie in the sole discretion of Lessor. The Lessee shall make no unlawful or offensive use of the premises, nor shall any activity be carried on at the premises which constitutes a nuisance to the surrounding property and/or other tenant in the Business Incubator.

   Lessee shall not allow the production, use handling or storage of illegal, dangerous or toxic chemicals or substances, machines or equipment causing excessive noise or dust particles or anything else of any nature whatsoever which would be injurious to the building or property in the reasonable opinion of Lessor. Lessee's use of the Premises shall at all times be in conformance with all laws, codes, ordinances, statutes, rules, regulations, and/or covenants applicable to the Premises.

4. **DEPOSIT**. To secure performance by Lessee of its financial obligations hereunder, Lessee shall within five (5) days of the date of execution of this Lease, and in additional to the first month rent, provide Lessor with a $300 deposit.

   Upon any default by Lessee under this Lease, Lessor may at its sole option recover damages resulting from such default from Lessee as provided more particularly below, or Lessor may at any time withdraw from the security deposit an amount sufficient to compensate Lessor for such damages, and, if such damages exceed the security deposit amount, Lessor may recover differences from Lessee directly, it being specifically understood that the amount of the security deposit does not in any way limit the liability of Lessee for damages under this Lease. The portion of deposit, if any, not utilized to compensate Lessor for damages, not including normal wear and tear, may be only applied to the last month's rent with the prior express consent of Lessor.

5. **UTILITIES**. Telephone and other telecommunications or data transmission services, shall be secured and paid for by Lessee, who shall hold Lessor harmless from any loss or damages, including attorney's fees, arising out of failure by Lessee to pay all utility charges when due. Upon termination of this Lease, Lessee shall not be entitled to a refund of any portion of the deposit until receipts are provided to Lessor indicating that all utility charges due for services to the premises prior to termination have been paid.

   Water, sewer, gas and electric services are provided in the facility by the Lessor.

6. **TAXES**. Lessee shall pay all sales taxes due on the rent or other charges paid by Lessee to, or on behalf of, Lessor under this Lease, and all personal property taxes assessed against Lessee's property kept at the premises, together with any intangible personal property or ad valorem taxes assessed against this Leasehold interest.

7. **INSURANCE**. Lessor will insure the building against damage by fire and other casualty, but this insurance will cover the structure only and all proceeds thereof shall be the sole property of Lessor. Lessee is responsible for insuring its own personal property on the premises. Lessee shall at its expense procure and maintain in force throughout the term of the Lease, the following insurance policies:

   a. Public liability insurance against any and all claims and demands resulting from injuries received in connection with Lessee's occupancy of the premises, with limits of not less than two hundred fifty thousand dollars ($250,000) combined single limit coverage for

damages incurred or claimed for death or bodily injury, or for damages to property, with Lessor shown on the policy as an additional insured. The amount of insurance which Lessee is required to carry under this sub-paragraph shall not be construed as a limitation on the damages owed by Lessee to Lessor in the event of a covered incident, and if judgment is entered against Lessor as a result of a covered incident which exceeds the amount of insurance Lessee is required to carry, Lessee shall be responsible for the difference and pay it immediately to Lessor as additional rent hereunder.

b. Worker's Compensation Insurance, providing coverage against injury to Lessee's employees on the premises, as required by law.

c. Any other policies of insurance or special endorsements which Lessor may be required to protect Lessee's property or interests.

8. **MAINTENANCE**. Lessor shall maintain the roof and shall repair any major structural defects not caused by the negligent or deliberate acts of Lessee, its agents, servants, employees, guests, or invitees.

Lessee shall repair any major structural defects or damages caused by the negligent or deliberate acts of Lessee, its agents, representatives, employees, guests, or invitees.

Lessor shall conduct all maintenance on the exterior of the building structure, the plumbing, the interior of the building, the electrical system, the grounds on the exterior of the building, and the driveways and parking lot, but shall not repair any damages caused by the negligent or deliberate acts of Lessee, its agents, representatives or employees, invitees, or any independent contractors retained by Lessee. The premises shall be returned to Lessor at the end of this Lease in as good a condition, or better, as existed when Lessee took possession, ordinary wear and tear excepted. Nothing in this paragraph shall apply to damage by fire or other casualty.

9. **FIRE EQUIPMENT**. Lessor shall provide and maintain, at Lessor's sole expense, approved fire protection devices adequate for each room of Building Incubator in accordance with the City of Leesburg fire safety codes and requirements. Proof of said compliance and regular inspections of the fire safety equipment shall be provided upon request.

10. **ENTRY AND INSPECTIONS**. At any reasonable time, during normal business hours and with not less then 1 hour prior notice, Lessor may enter the premises personally or through a designated agent and conduct an inspection to determine if Lessee is complying with the terms of this Lease or to otherwise evaluate the condition of the premises. If such inspection reveals deficiencies, Lessor may, but shall not be obligated to, make such repairs, or take any other action, as may be necessary to bring Lessee into compliance, and recover the costs thereof either from the deposit, or from Lessee, in which case the costs shall be considered additional rent due immediately from Lessee; failure by Lessee to pay these sums shall be grounds for termination of this Lease. In the event Lessor recovers costs from the security deposit, Lessee shall be responsible for promptly replenishing the security deposit to the full amount of $300.00.

Lessor may enter the premises to make repairs, replacements, and alterations upon providing reasonable notice to Lessee, except in the case of an emergency in which case no notice to Lessee is

required. Lessor may also show the premises during the sixty days prior to termination of this Lease, to prospective tenants, during business hours upon providing reasonable notice to Lessee.

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

12. **ALTERATIONS AND IMPROVEMENTS**. No alterations or improvements to the premises shall be made by Lessee, nor shall any signs be erected, unless Lessor has reviewed the plans and specifications and given its written consent before commencement of any such work. Subject to the prior approval of Lessor as to design and content, which may not be unreasonably withheld, Lessee may erect adequate signage on the premises without payment of additional rent, "adequate" being defined by reference to other facilities of similar size and usage in the general area. Lessor may require Lessee to remove any unauthorized signs, alterations, or improvements, and to return the premises to their original condition, and if Lessee fails or refuses to do so then, Lessor may have the necessary work done and assess the cost against Lessee, to be paid immediately upon demand. All work must conform to applicable codes and be performed by licensed and bonded contractors, and statutory performance and payment bonds shall be secured. At the end of the term or upon any earlier termination of this Lease, all alterations and improvements which are affixed or attached to the premises in such a manner that they cannot be removed without damage to the premises, shall become the property of Lessor and shall not be removed by Lessee, other than trade fixtures which may be removed provided that Lessee repairs all damage to the premises cause by such removal and restores the area damaged to a condition comparable to the remainder of the premises.

13. **LIENS.** The interest of Lessee in the Premises shall not be subject in any way to any liens, including but not limited to construction liens, for maintenance, repairs, replacements, or alterations made by or on behalf of Lessee. Lessee represents to Lessor that any improvements that might be made by Lessor to the Premises are not required to be made under the terms of this Lease and that any improvements which may be made by Lessor do not constitute the "pith of the lease" under applicable Florida case law. Lessor shall keep the Premises free and clear from all liens and encumbrances related to any work performed by Lessee, and shall indemnify, defend, save, and hold Lessor harmless from any and all claims, demands and liabilities of any nature whatsoever arising out of or related to any maintenance, repairs, replacements, or alterations which Lessee makes or causes to be made to the Premises. Lessee shall not subject the Premises or any interest of Lessor in the Premises to any liens for labor, services, or materials furnished to the Premises, without the prior express written consent of Lessor, and hereby agrees to indemnify and hold Lessor and the Lessor's real property harmless from all such liens placed upon the Premises. No construction liens shall be placed against the Lessor's title to the Premises for or on account of the construction of any improvement upon the Premises or any repair, alteration, replacement, demolition, or removal of such improvements, or for any other purpose, by any laborer, contractor, materialman, or other person contracting with Lessee or Lessee's contractors or subcontractors. If such a lien is placed on Lessor's title to the Premises, then Lessee shall promptly take such steps as are necessary to have such lien removed. All laborers, mechanics, materialmen, contractors, subcontractors, and others are called upon to take due notice of this clause, it being the intent of

the parties hereby to expressly prohibit any such lien against the Lessor's title or interest by the use of this language as and in the manner contemplated by Section 713.10 of the Florida Statutes. The Lessee agrees to promptly notify any contractor making any improvements to the Premises of the provisions of this Lease contained in this paragraph. The Lessor and Lessee agree that a short form memorandum of this Lease or other allowable notice pursuant to Section 713.10, Florida Statutes may be recorded in the Public Records of Lake County, Florida, containing the language of this clause, the name of the Lessor and Lessee, and the legal description of the real property on which the Premises, Building, and Business Incubator are located. It is the intent of this language to comply with Section 713.10 of the Florida Statutes, as amended from time to time. .

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

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

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

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

    a. Lessee has inspected the premises and found them to be fit for its intended purposes.

    b. Lessee has assured itself that the zoning of the premises will permit the intended use, will not violate any zoning or land use rules during occupancy, and will obtain and keep in force all licenses and permits required for the operation of Lessee's business the premises. Although Lessor is also the governmental body with land use authority over the leased premises, nothing in this Lease shall be construed as binding on Lessor in that capacity and Lessor is not hereby contracting away its lawful authority to regulate land use or any other aspect of the Lessee's operations under Lessor's applicable codes and ordinances as now in effect or as hereafter amended.

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

    d. Lessee will perform and abide by each and every term, covenant and agreement of this Lease.

    e. Except for any warranties set forth specifically in this Lease, all warranties of any nature concerning the premises, either oral or written, expressed or implied and whether of habitability, fitness for a particular purpose or otherwise, are waived by Lessee, and disclaimed by Lessor, and Lessee agrees to accept the premises in "AS-IS" condition.

    f. If Lessee is not a natural person, then Lessee warrants that it is duly formed and validly existing under state law and local ordinances, and that all things required by

law or by Lessee's governing documents, necessary to the execution of this Lease have been accomplished, and the person signing this Lease is authorized to bind Lessee.

16. **INDEMNITY**. To the fullest extent permitted by law, Lessee shall indemnify, defend, save, and hold harmless the Lessor and Lessor's commission members, board members, manager, employees, agents, representatives, and insurers ("Lessor Parties"), from and against any and all liability, claims, demands, damages, debts, and obligations of any nature (including reasonable attorneys' fees and court costs through all levels of appeal) arising out of or related to Lessee's use, possession, maintenance, repair, replacement, or occupancy of the Premises, excepting only matters which are the direct result of Lessor's gross negligence or willful misconduct. This Indemnification section shall not be construed to restrict, limit, or modify either party's insurance obligations under this Lease, nor shall Lessee's indemnification obligations under this section be limited by the minimum amounts of insurance carried or required to be carried under the terms of this Lease. Lessee's compliance with the insurance requirements under this Lease shall not restrict, limit, or modify Lessee's obligations under this Indemnification section. These indemnification provisions shall survive the expiration or sooner termination of this Lease. Lessor shall have the right to select its own counsel in connection with the operation of this indemnification section.

17. **DAMAGE BY LESSEE OR FIRE AND CASUALTY**. In the event the premises are damaged by fire or other casualty, the cost to repair which exceeds 35% of the appraised value of the property, as shown on the most recent ad valorem tax rolls, Lessor shall have the option to repair the premises or terminate this Lease. If damage does not exceed the above threshold, Lessor shall repair the damage, and the rent due hereunder shall abate until repairs are completed, by the proportion by which the damage prevents Lessee's use of the premises. If Lessor repairs the premises, the insurance proceeds on Lessor's policy shall be used to pay the cost of the repairs; otherwise, those proceeds shall be paid to Lessor.

    If the premises are damaged by the intentional or negligent acts or omissions of Lessee or any of its agents, representatives, employees, invitees, or guests, then Lessor may repair such damage and restore the premises to their original condition without notice to or consent by Lessee, and recover the entire cost of the repair from Lessee immediately, together with any lost rent and other consequential damages suffered by Lessor as a result of the intentional or negligent acts of the Lessee, its agents, representatives, employees or guests.

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

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

for such default, this shall not constitute a waiver of such default, but Lessor may at any time, if such default continues, terminate this Lease on account thereof.

20. **DEFAULT**. In the event of default by Lessee, other than a failure to pay rent or additional rent, which default continues longer than fifteen (15) days after the giving of written notice to Lessee by Lessor demanding that the default be cured, Lessor may terminate this Lease and resume possession of the premises immediately, and recover from Lessee liquidated damages as specified below, or at its option Lessor may take such action and expend such sums as may be necessary to cure the default, and recover the cost to cure from the deposit or charge it to Lessee as additional rent. However, if the default is of a nature that it is not reasonable to expect Lessee to cure the default within fifteen (15) days, and if after receipt of written notification from Lessor of the default, Lessee promptly commences proceedings to cure all alleged default, and diligently continues those efforts without undue delay, then Lessor shall not be entitled to enter the Premises and expel Lessee therefrom, nor exercise any other remedy which Lessor may otherwise have on account of such default. Notwithstanding anything to the contrary contained herein, Lessor may terminate this Lease without providing Lessee an opportunity to cure for any breach or default that involves damage to the premises or which causes harm to or endangers the health, safety or welfare of any other person. In such case Lessor will provide Lessee written notice and Lessee shall vacate the premises within fifteen (15) days of Lessor's delivery of the written notice.

    Should Lessee fail to pay any rent or additional rent hereunder when due, and if such past due rent is not paid along with any service fees and late charges, within three (3) days after written notice given by Lessor to Lessee, then Lessor may retake possession of the premises immediately, and recover from Lessee the present value of the rent to have been paid by Lessee over the remainder of the term, computed using the discount rate of 6%, or its option Lessor may elect to sue for each installment of rent as it falls due. In the event Lessor elects to recover the present value of future rents, the rent for the remainder of the term shall be considered accelerated and due immediately upon notice being given to Lessee, with a credit to Lessee for any rent received by Lessor from a reletting of the premises to a new tenant. Once Lessor has retaken possession (or if Lessee refused to surrender possession, once Lessor has given lessee written notice of termination) this Lease shall be terminated and Lessee shall have no right to reinstate this Lease, whether by payment of the arrearages or otherwise.

    Upon expiration or sooner termination of this Lease, Lessee shall surrender the premises peaceably to Lessor immediately, and if Lessee fails to do so, Lessee shall be liable for double the monthly Rent and Lessor shall be entitled to commence an action for possession of the premises without further notice. In any event, in addition to recovery of possession and double Rent, Lessor shall also recover all additional rent, special damages, costs and attorney's fees incurred by it as a result of the default by Lessee.

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

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

23. **ASSIGNMENT & SUBLEASING**. This Lease may not be assigned by Lessee, nor may Lessee sublet the premises either in whole or in part whatsoever.

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

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

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

    b. The termination date of the Lease;

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

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

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

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

29. **NOTICES**. Any Notices required by this Lease shall be in writing and shall be either delivered in person, sent by Federal Express, UPS, or other widely recognized overnight courier service, or mailed by the United States Mail, certified with return receipt requested and all postage charges prepaid. Except where receipt is specifically required in this Lease, any notice mailed in accordance with these standards to the proper address as set forth below shall be deemed to be effective three (3) days after the date of postmark, any notice hand delivered shall be deemed effective upon delivery, and any notice sent by overnight courier shall be deemed effective on the next business day following the date on which the properly addressed notice is placed into the hands of the courier service for transmittal, and any time period shall begin running as of that date, whether or not the notice is actually received. Notwithstanding the foregoing or anything else to the contrary contained herein, Lessor may serve notices on Lessee by posting at the Premises in addition to or in lieu of any other service method, and any such notice posted on the Premises shall

be deemed delivered on the date of posting. Notices to Lessor and notices mailed to Lessee shall be in writing and sent to the parties at the following addresses:

a. To Lessor at the address below:

Office of the City Manager
501 West Meadow Street
PO Box 490630
Leesburg, Florida 34749

b. To Lessee at the address below

1318 Quail Court
The Villages, FL 32163

30. **CONSTRUCTION**. Any word in this Lease shall be read as either singular or plural, and as either masculine, feminine or neuter gender as the context may require. Captions are included for convenience only, and shall not be construed to limit, expand, or otherwise modify the test of this Lease in any manner.

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

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

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

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

35. **ADA COMPLIANCE**. Except as provided below, if during the term any alterations or improvements to the premises are required in order to comply with the American With Disabilities Act. Such improvements shall be the responsibility of the Lessee. The Lessee shall observe and

comply with all requirements of the ADA in the operation of its business at the premises and shall hold the Lessor harmless from any loss or damage (including court or administrative costs and attorney's fees) arising out of any violation of ADA by Lessee in the operation of its business or any failure buy Lessee to make any improvements required by ADA which are the responsibility of Lessee.

36. **WAIVER OF JURY TRIAL**. Lessor and Lessee knowingly, intentionally, and voluntarily waive trial by jury in any action, proceeding, or counterclaim involving any matter whatsoever arising out of or in any way connected with this Lease, the landlord/tenant relationship, or the Premises.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year shown below.

THE CITY OF LEESBURG, FLORIDA

By_____
Mike Pederson, Mayor

Attest:_____ DATE:_____, 2022
City Clerk

Approved as to form and content:

_____
City Attorney

WITNESSES (Two Required)

_____

_____

LESSEE:

By_____

_____
Title

DATE:_____, 2022

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.14.

Meeting Date: August 22, 2022

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida approving the Evergreen Construction - Aquatic Facility Construction Loss Request; and providing an effective date.

Staff Recommendation:
Evergreen Construction has requested a payment of $331,669.90 to recoup their losses on the construction of the aquatic facility, which they claim is directly related to the COVID Pandemic. Staff is of the opinion that this amount should be considered by the City Commission. To continue good business practice with contractors, the reimbursement request may be considered. The Commission should also be aware that the construction agreement was a lump sum price agreement.

Analysis:
Due to the COVID Pandemic, Evergreen Construction claims that their lump sum escalated due to unforeseen reasons caused by the pandemic. Below is a "highlevel" spreadsheet of actual costs incurred by Evergreen.

LINE ITEM	ACTUAL COSTS
General Conditions	$ 550,844.56
Materials testing	$ 11,092.50
Survey	$ 14,600.00
Concrete	$ 170,973.01
Masonry	$ 34,030.00
Metals	$ 27,750.00
Rough Carpentry	$ 61,763.88
Finish Carpentry	$

	6,705.35
Spray Insulation	$ 8,958.00
Stucco	$ 17,725.00
Roofing	$ 64,950.00
Caulking	$ 9,564.00
Doors, Frames & Hardware	$ 22,662.36
Glass & Glazing	$ 15,103.55
Drywall	$ 5,050.60
Acoustic Ceilings	$ 3,170.00
Painting & Wallcoverings	$ 12,537.00
Epoxy Flooring	$ 33,880.00
Specialties	$ 66,619.93
Toilet Room Accessories	$ -
Signage	$ -
Swimming Pool	$ 1,084,149.02
Plumbing	$ 62,413.10
HVAC	$ 36,300.00
Electrical	$ 177,844.56
Earthwork	$ 1,259,647.51
Termite Treatment	$ 160.00
Site Concrete	$ -
Site Amenities	$ 7,958.68
Landscaping	$ 150,232.00
Fencing & Gates	$ 104,811.79
Retaining Walls	$ 111,012.00

Insurance	$ 52,038.50
Bond	$ 40,854.00
SUBTOTAL	$ 4,225,400.90
Contractor Fee	$ 183,846.00
TOTAL	$ 4,409,246.90
Contract Price Paid	$ **3,893,731.00**
Contractor Stated Loss	$ 515,515.90
City Recognized Loss	$ **331,669.90**

Procurement Analysis:

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

Fiscal Impact:
Should the Commission grant the request, the recommendation to fund the payment is as follows:

1. $141,780 Remaining in the Project Fund
2. $189,889.90 American Recovery Funds

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA APPROVING THE EVERGREEN CONSTRUCTION - AQUATIC FACILITY CONSTRUCTION LOSS REQUEST; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City Commission hereby approves the Evergreen Construction Aquatic Facility Construction Loss Request.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 22nd day of August 2022.

_____
Mayor

ATTEST:

_____
City Clerk

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: August 22, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 1.09 +/- acres; and being generally located north of U.S. Highway 441, east of Waters Edge Drive, west of Mark Road, and south of Brittany Boulevard, lying in Section 19, 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. (Brittany Estates)

Staff Recommendation:
The Planning and Zoning staff and the Planning Commission recommend approval of the proposed ordinance for annexation of the Brittany Estates.

Analysis:
The applicant has submitted a request for annexation of approximately 1.09 acres of land generally located north of U.S. Highway 441, east of Waters Edge Drive, west of Mark Road, and south of Brittany Boulevard, as shown on the attached General Location Map. At this time, the property is dry storage for boats and trailers. The current zoning is Lake County A (Agriculture); the proposed zoning is City C-3 (Highway Commercial). The reason for this request is to attain water and sewer service. The proposal of the property is to allow for dry storage for boats and trailers.

The property is surrounded by Lake County RMRP (Mobile Home Rental Park District), Lake County R-2 (Community Commercial District), and City C-3 (Highway Commercial). Under the conditions of the rezoning 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 Application, had recommendations for approval from the staff and Planning Commission at the public hearing held on July 21, 2022.

Procurement Analysis:
N/A

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

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 1.09 +/- ACRES; AND BEING GENERALLY LOCATED NORTH OF U.S. HIGHWAY 441, EAST OF WATERS EDGE DRIVE, WEST OF MARK ROAD, AND SOUTH OF BRITTANY BOULEVARD, LYING IN SECTION 19, 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. (BRITTANY ESTATES)

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 Claude Cox (Agent) for Brittany Estates for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

Legal Description
(See Exhibit A);

Section 2.

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

hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed here by is assigned to City Commission District 1;

Section 3.
All ordinances or parts of ordinances in conflict the any of the provisions of this ordinance are hereby repealed;

Section 4.
This ordinance shall become effective immediately upon approval at second reading.

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

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Exhibit A

Legal Description

EAST PARCEL

THAT PART OF GOVERNMENT LOTS 1 AND 5 IN SECTION 19, TOWNSHIP 19 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: BEGIN AT A POINT ON THE SOUTHERLY LINE OF THE ABANDONED RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD THAT IS 200 FEET WEST OF THE EAST LINE OF SAID SECTION 19 WHEN MEASURED AT RIGHT ANGLES THERETO; THENCE RUN SOUTH PARALLEL WITH THE EAST LINE OF SAID SECTION 19 TO THE NORTHERLY LINE OF THE RIGHT OF WAY OF U. S. HIGHWAY NO. 441; THENCE EASTERLY ALONG THE NORTHERLY LINE OF THE RIGHT OF WAY OF U. S. HIGHWAY NO. 441 TO THE EAST LINE OF SAID SECTION 19; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 19 TO THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD TO THE POINT OF BEGINNING; LESS AND EXCEPT THE EAST 50 FEET THEREOF.

TOGETHER WITH THAT CERTAIN EASEMENT FOR INGRESS AND EGRESS GRANTED BY INSTRUMENT DATED OCTOBER 16, 1984, AND RECORDED IN OFFICIAL RECORDS BOOK 821, PAGE 1245, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND THAT CERTAIN EASEMENT FOR ROADWAY PURPOSES GRANTED BY INSTRUMENT DATED APRIL 4, 1985, AND RECORDED INOFFICIAL RECORDS BOOK 837, PAGE 460, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

WEST PARCEL

THAT PART OF THE WEST 175 FEET OF THE EAST 621.55 FEET OF GOVERNMENT LOT 1 IN SECTION 19, TOWNSHIP 19 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, LYING SOUTH OF THE SOUTHERLY LINE OF THE ABANDONED RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD.

ALSO

THAT PART OF GOVERNMENT LOT 5 IN SECTION 19, TOWNSHIP 19 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: BEGIN AT A POINT 446.55 FEET WEST OF THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 5 AND RUN WEST 175 FEET; THENCE SOUTH 76.35 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF THE RIGHT OF WAY OF U. S. HIGHWAY NO. 441; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID RIGHT OF WAY 176 FEET, MORE OR LESS, TO A POINT DUE SOUTH OF THE POINT OF BEGINNING; THENCE NORTH 48.72 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION: TAKEN FROM OFFICIAL RECORDS BOOK 1052, PAGE 1477, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA

Aerial

Planning & Zoning Division

N
W E
S

0 50 100 150 200
Feet

Brittany Estates R. O. Association
ANNX-22-259, SSCP-22-260, RZ-22-261
AK#s: 3929578, 3929579
Section 19, Township 19 South, Range 25 East
June 27, 2022

Surrounding Land Use

Planning & Zoning Division

N
W E
S

0 30 60 90 120
Feet

Brittany Estates R. O. Association
ANNX-22-259, SSCP-22-260, RZ-22-261
AK#s: 3929578, 3929579
Section 19, Township 19 South, Range 25 East
June 27, 2022

Commission Districts

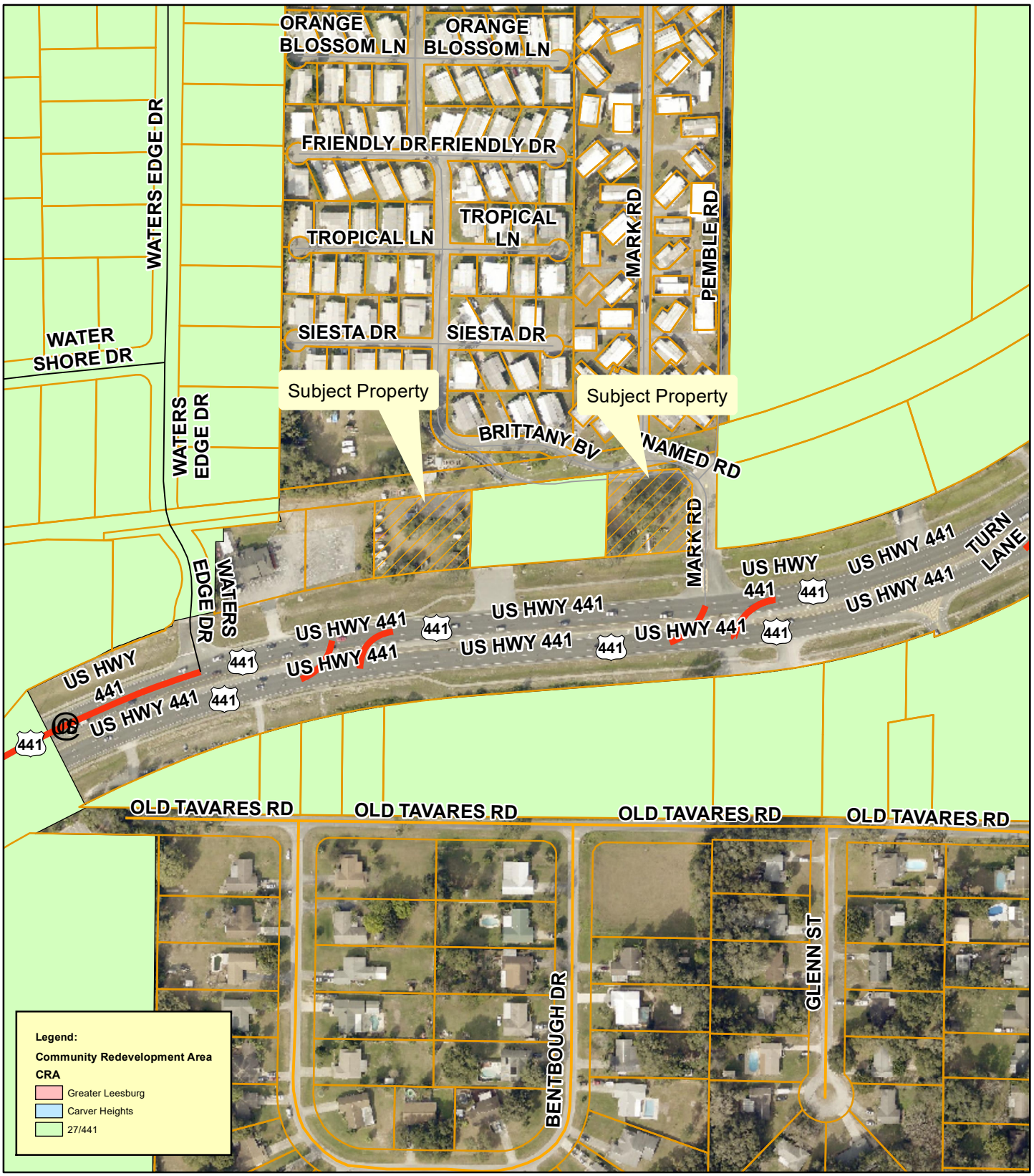
Planning & Zoning Division

N
W E
S

0 50 100 150 200
Feet

Brittany Estates R. O. Association
ANNX-22-259, SSCP-22-260, RZ-22-261
AK#s: 3929578, 3929579
Section 19, Township 19 South, Range 25 East
June 27, 2022

Community Redevelopment Area



Planning & Zoning Division

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0 50 100 150 200
Feet

Brittany Estates R. O. Association
ANNX-22-259, SSCP-22-260, RZ-22-261
AK#s: 3929578, 3929579
Section 19, Township 19 South, Range 25 East
June 27, 2022

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.2.

Meeting Date: August 22, 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 1.09 +/- acres from Lake County Urban Medium Density to City of Leesburg Highway Commercial, for a property generally located north of U.S. Highway 441, east of Waters Edge Drive, west of Mark Road, and south of Brittany Boulevard, lying in Section 19, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Brittany Estates)

Staff Recommendation:
The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed large-scale comp plan amendment of the City's Future Land Use Map on 1.09 +/- acres from Lake County Urban Medium Density to City of Leesburg Highway Commercial.

Analysis:
The project site is approximately 1.09 acres. The property is generally located north of U.S. Highway 441, east of Waters Edge Drive, west of Mark Road, and south of Brittany Boulevard. Currently, the property is dry storage for boats and trailers. The proposed use is for dry storage for boats and trailers. The surrounding Future Land Use Map designations of Lake County Urban Medium Density and City of Leesburg General Commercial are compatible, with the proposed future land use designation of City General Commercial. The proposed zoning designation of City C-3 (Highway Commercial) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

This property lies within the ISBA (Interlocal Service Boundary Area) agreement. This agreement, which was approved by City Commission on November 24, 2014, allows property within the ISBA area but outside the current city limits to be annexed and obtain City of Leesburg utility services.

The Planning Commission held a public hearing on the application on July 21, 2022 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested large-scale comprehensive plan amendment from Lake County Urban Medium Density to City of Leesburg General Commercial; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

There is no direct fiscal impact to the City for this action. Future development of the property will increase this anticipated impact from collection of impact fees, ad valorem taxes and utility charges. Future development of this site will create a substantial positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

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 1.09 +/- ACRES FROM LAKE COUNTY URBAN MEDIUM DENSITY TO CITY OF LEESBURG HIGHWAY COMMERCIAL, FOR A PROPERTY GENERALLY LOCATED NORTH OF U.S. HIGHWAY 441, EAST OF WATERS EDGE DRIVE, WEST OF MARK ROAD, AND SOUTH OF BRITTANY BOULEVARD, LYING IN SECTION 19, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (BRITTANY ESTATES)

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 1.09 acres of land generally located north of U.S. Highway 441, east of Waters Edge Drive, west of Mark Road, and south of Brittany Blvd from Lake County Urban Medium Density to City of Leesburg General Commercial, as shown on the revised map of said area, lying in Section 19, Township 19 South, Range 25 East;

Section 2.
That this amendment is hereby transmitted to the Department of Economic Opportunity as required by the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes;

Section 3.
All ordinances or parts of ordinances in conflict the any of the provisions of this ordinance are hereby repealed;

Section 4.
This ordinance shall become effective upon its passage and adoption, according to law.

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

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Exhibit A

Legal Description

EAST PARCEL

THAT PART OF GOVERNMENT LOTS 1 AND 5 IN SECTION 19, TOWNSHIP 19 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: BEGIN AT A POINT ON THE SOUTHERLY LINE OF THE ABANDONED RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD THAT IS 200 FEET WEST OF THE EAST LINE OF SAID SECTION 19 WHEN MEASURED AT RIGHT ANGLES THERETO; THENCE RUN SOUTH PARALLEL WITH THE EAST LINE OF SAID SECTION 19 TO THE NORTHERLY LINE OF THE RIGHT OF WAY OF U. S. HIGHWAY NO. 441; THENCE EASTERLY ALONG THE NORTHERLY LINE OF THE RIGHT OF WAY OF U. S. HIGHWAY NO. 441 TO THE EAST LINE OF SAID SECTION 19; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 19 TO THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD TO THE POINT OF BEGINNING; LESS AND EXCEPT THE EAST 50 FEET THEREOF.

TOGETHER WITH THAT CERTAIN EASEMENT FOR INGRESS AND EGRESS GRANTED BY INSTRUMENT DATED OCTOBER 16, 1984, AND RECORDED IN OFFICIAL RECORDS BOOK 821, PAGE 1245, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND THAT CERTAIN EASEMENT FOR ROADWAY PURPOSES GRANTED BY INSTRUMENT DATED APRIL 4, 1985, AND RECORDED INOFFICIAL RECORDS BOOK 837, PAGE 460, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

WEST PARCEL

THAT PART OF THE WEST 175 FEET OF THE EAST 621.55 FEET OF GOVERNMENT LOT 1 IN SECTION 19, TOWNSHIP 19 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, LYING SOUTH OF THE SOUTHERLY LINE OF THE ABANDONED RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD.

ALSO

THAT PART OF GOVERNMENT LOT 5 IN SECTION 19, TOWNSHIP 19 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: BEGIN AT A POINT 446.55 FEET WEST OF THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 5 AND RUN WEST 175 FEET; THENCE SOUTH 76.35 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF THE RIGHT OF WAY OF U. S. HIGHWAY NO. 441; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID RIGHT OF WAY 176 FEET, MORE OR LESS, TO A POINT DUE SOUTH OF THE POINT OF BEGINNING; THENCE NORTH 48.72 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION: TAKEN FROM OFFICIAL RECORDS BOOK 1052, PAGE 1477, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA

Aerial

Planning & Zoning Division

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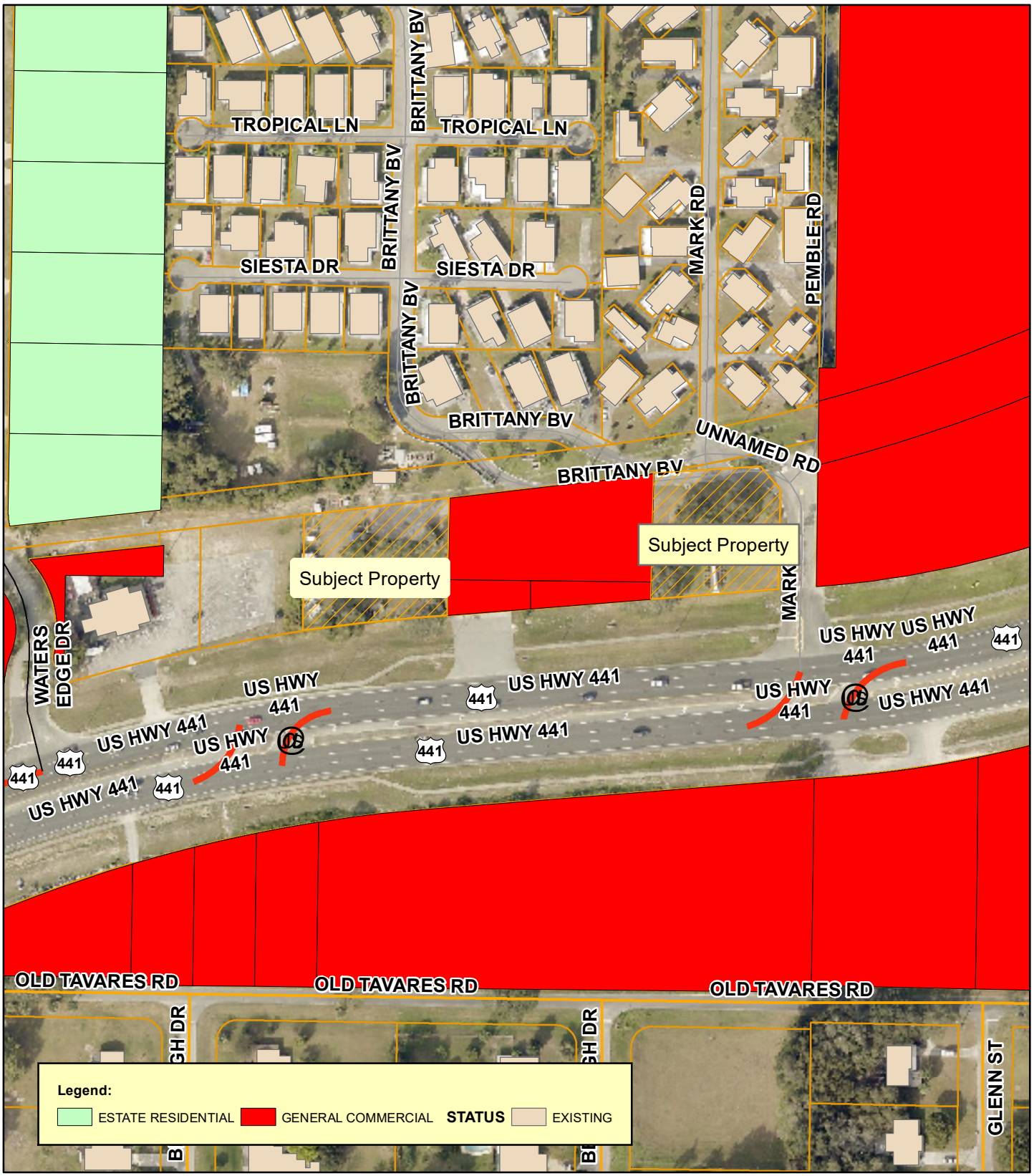
Brittany Estates R. O. Association
ANNX-22-259, SSCP-22-260, RZ-22-261
AK#s: 3929578, 3929579
Section 19, Township 19 South, Range 25 East
June 27, 2022

Future Land Use



Planning & Zoning Division

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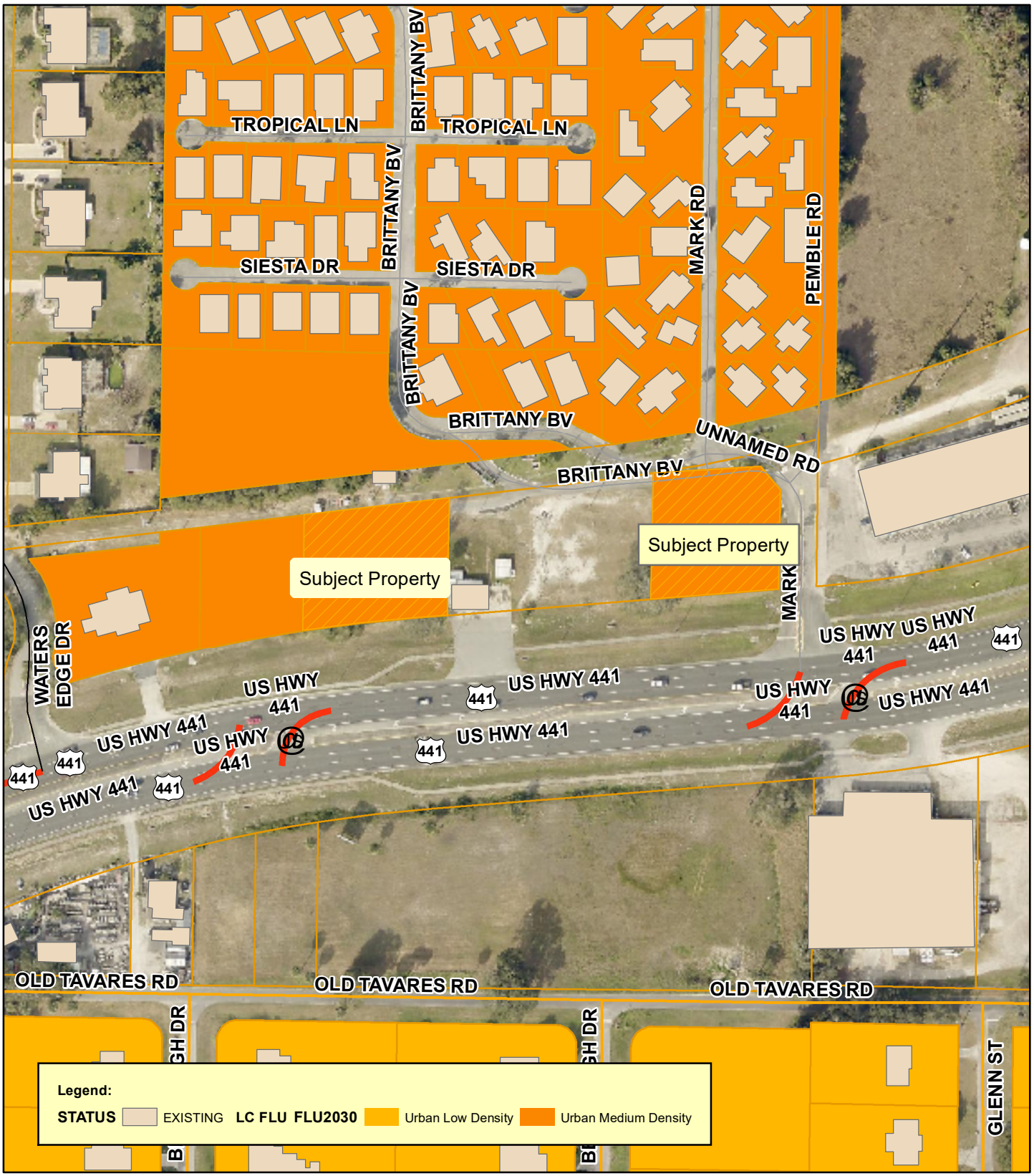
Brittany Estates R. O. Association
ANNX-22-259, SSCP-22-260, RZ-22-261
AK#: 3929578, 3929579
Section 19 Township 19 Range 25 East
July 21, 2022

Lake County Future Land Use



Planning & Zoning Division

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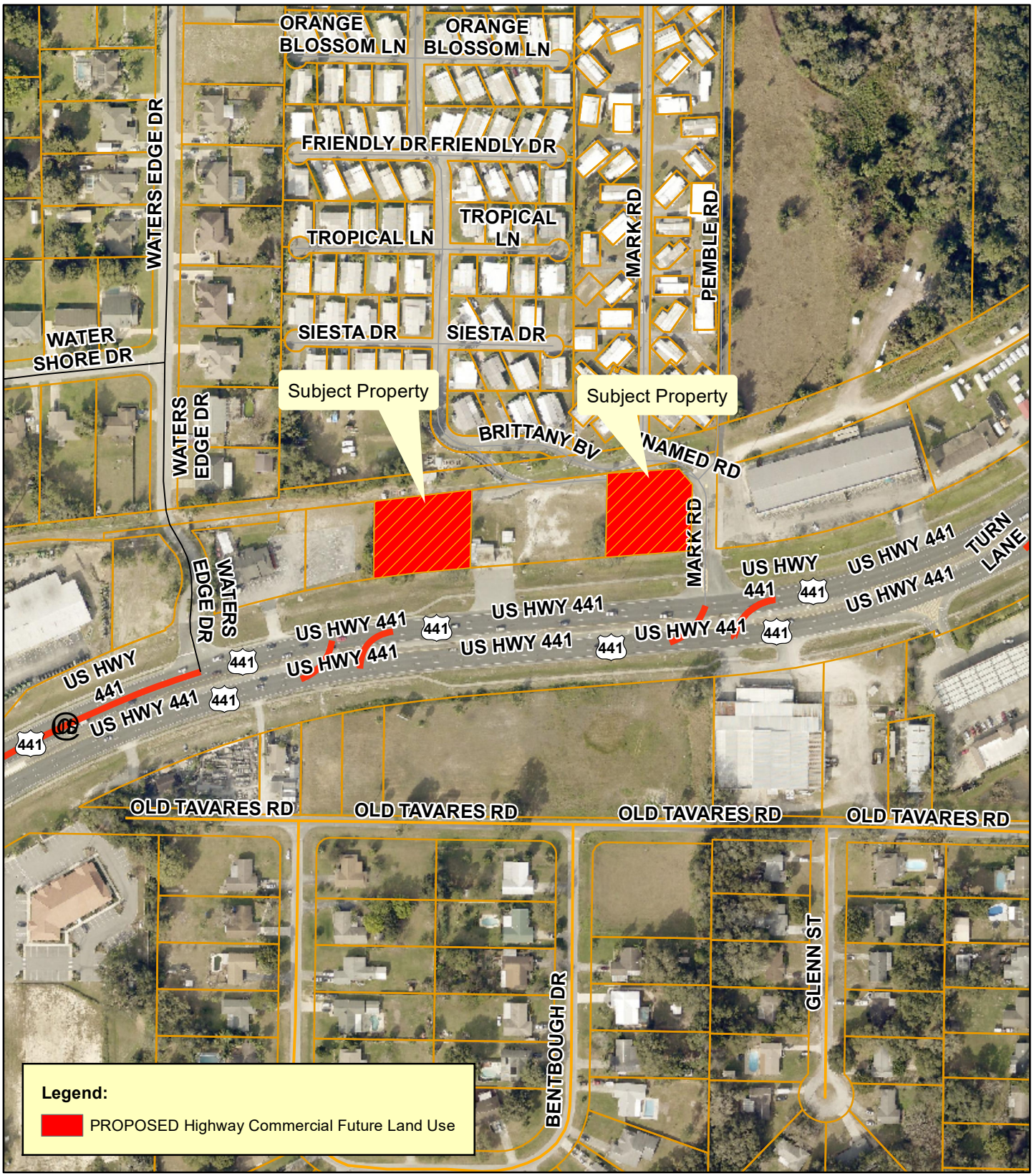
Brittany Estates R. O. Association
ANNX-22-259, SSCP-22-260, RZ-22-261
AK#: 3929578, 3929579
Section 19 Township 19 Range 25 East
July 21, 2022

PROPOSED Future Land Use



Planning & Zoning Division

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Brittany Estates R. O. Association
ANNX-22-259, SSCP-22-260, RZ-22-261
AK#s: 3929578, 3929579
Section 19, Township 19 South, Range 25 East
June 27, 2022

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: July 6, 2022
OWNER: Brittany Estates R.O. Association
PETITIONER: Brittany Estates R.O. Association
PROJECT: Brittany Commercial
REQUEST: Change Future Land Use Designation and Rezone to allow for dry storage for boats and trailers
CASE NO.: SSCP-22-260; RZ-22-261

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 7/15/22

FIRE

No comments received as of 7/15/22

ELECTRIC

Leesburg Electric has no objections. Steve Davis 7/6/22

GAS

No comment. Thank you, Brandon Smith 7/11/22

GIS

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

BUILDING

No comments received as of 7/15/22

PUBLIC WORKS

Public Works has no issues with this! Cliff Kelsey 7/7/22

ADDRESSING

No comments received as of 7/15/22

ECONOMIC DEVELOPMENT

No comments received as of 7/15/22

LAKE COUNTY PUBLIC WORKS

I have no comment. Thanks, Seth Lynch 7/15/22

LAKE COUNTY SCHOOLS

No comments received as of 7/15/22

PUBLIC RESPONSES

Approval

No comments received as of 7/15/22

Disapproval

No comments received as of 7/15/22

No comment

No comments received as of 7/15/22

Undecided

No comments received as of 7/15/22

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

PUBLIC COMMENTS (UNDECIDED)

CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

DATE:	July 21, 2022
OWNER:	Brittany Estates R.O. Association
PETITIONER:	Brittany Estates R.O. Association
PROJECT:	Brittany Commercial
REQUEST:	Change Future Land Use category from Lake County Urban Medium Density to City of Leesburg General Commercial.
CASE NO.:	SSCP-22-260

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 General Commercial is compatible with the current surrounding Future Land Use categories of Lake County Urban Medium Density and City General Commercial.

3. The proposed Future Land Use Designation of General Commercial is compatible with the proposed zoning City C-3 (Highway Commercial), and does not appear to create a detriment to the adjacent zoning districts of Lake County RMRP (Mobile Home Rental Park District), C-2 (Community Commercial District), and City of Leesburg City C-3 (Highway Commercial).

4. The proposed Future Land Use Designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve staff's recommendation to change the future land use of the subject property from Lake County Urban Medium Density to City of Leesburg General Commercial and forward to the City Commission for consideration.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.3.

Meeting Date: August 22, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 1.09+/- acres from Lake County RMRP (Mobile Home Rental Park District) and Lake County C-2 (Community Commercial District) to City C-3 (Highway Commercial) to allow dry storage for boats and trailers for a property generally located north of U.S. Highway 441, east of Waters Edge Drive, west of Mark Road, and south of Brittany Boulevard, lying in Section 19, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Brittany Estates)

Staff Recommendation:
Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County RMRP (Mobile Home Rental Park District) and Lake County C-2 (Community Commercial District) to City C-3 (Highway Commercial) to allow dry storage for boats and trailers.

Analysis:
The project site is approximately 1.09 +/- acres, and is generally located north of U.S. Highway 441, east of Waters Edge Drive, west of Mark Road, and south of Brittany Boulevard as shown on the attached maps. At this time, the property is dry storage for boats and trailers. The proposal is to continue this use. The existing land uses surrounding the property are residential, vacant commercial, light manufacturing, and commercial. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on July 21, 2022 and recommended approval.

Procurement Analysis:
N/A

Options:
1. Approve the proposed rezoning to C-3 (Highway Commercial); 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 1.09+/- ACRES FROM LAKE COUNTY RMRP (MOBILE HOME RENTAL PARK DISTRICT) AND LAKE COUNTY C-2 (COMMUNITY COMMERCIAL DISTRICT) TO CITY C-3 (HIGHWAY COMMERCIAL) TO ALLOW DRY STORAGE FOR BOATS AND TRAILERS FOR A PROPERTY GENERALLY LOCATED NORTH OF U.S. HIGHWAY 441, EAST OF WATERS EDGE DRIVE, WEST OF MARK ROAD, AND SOUTH OF BRITTANY BOULEVARD, LYING IN SECTION 19, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (BRITTANY ESTATES)

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

Section 1.
Based upon the petition of Claude Dox (Agent) for Brittany Estates R.O. Association 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 RMRP (Mobile Home Rental Park District) and Lake County C-2 (Community Commercial District) to City C-3 (Highway Commercial), 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

Aerial

Planning & Zoning Division

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Brittany Estates R. O. Association
ANNX-22-259, SSCP-22-260, RZ-22-261
AK#s: 3929578, 3929579
Section 19, Township 19 South, Range 25 East
June 27, 2022

Zoning

Planning & Zoning Division

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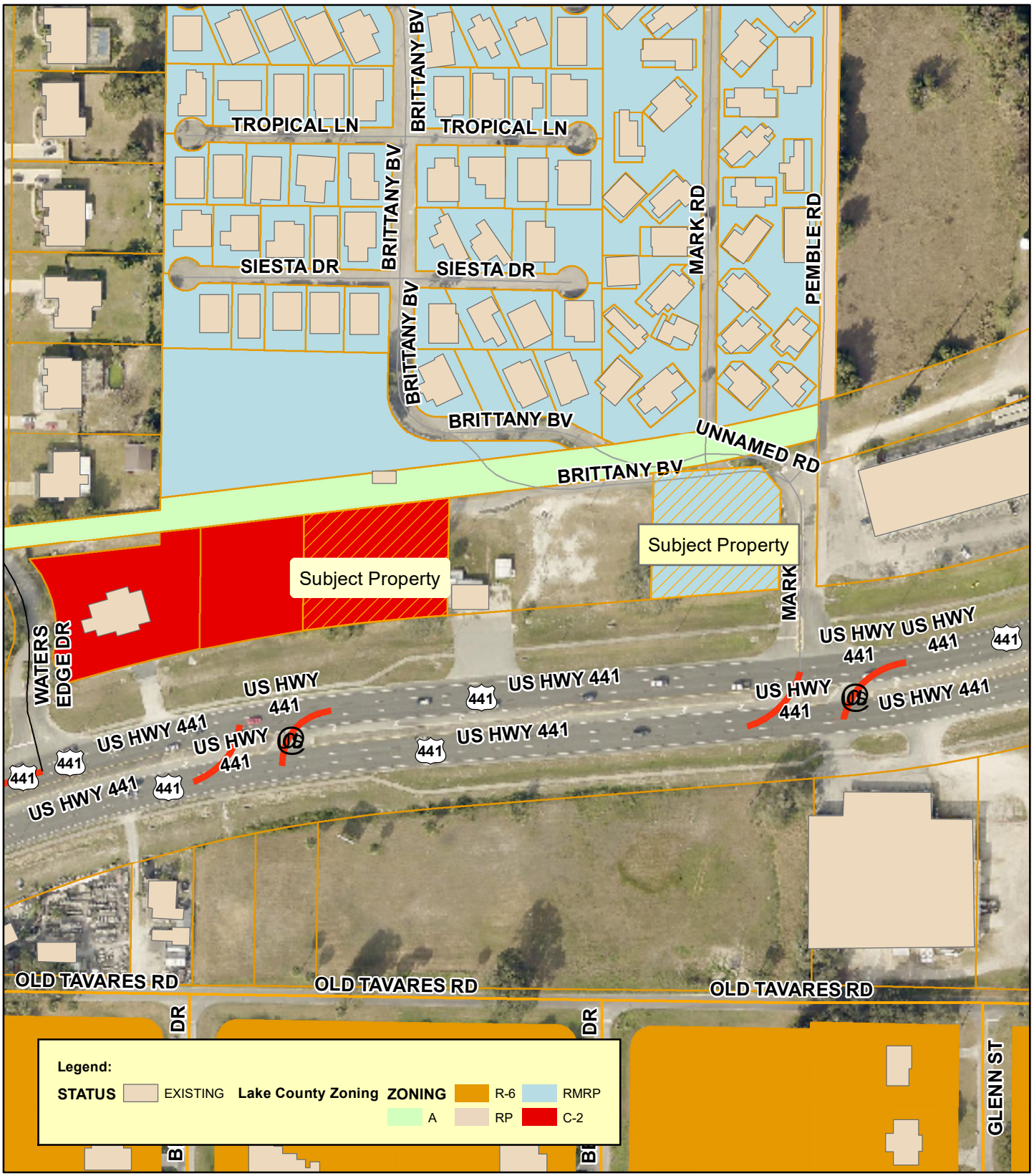
Brittany Estates R. O. Association
ANNX-22-259, SSCP-22-260, RZ-22-261
AK#: 3929578, 3929579
Section 19 Township 19 Range 25 East
July 21, 2022

Lake County Zoning



Planning & Zoning Division

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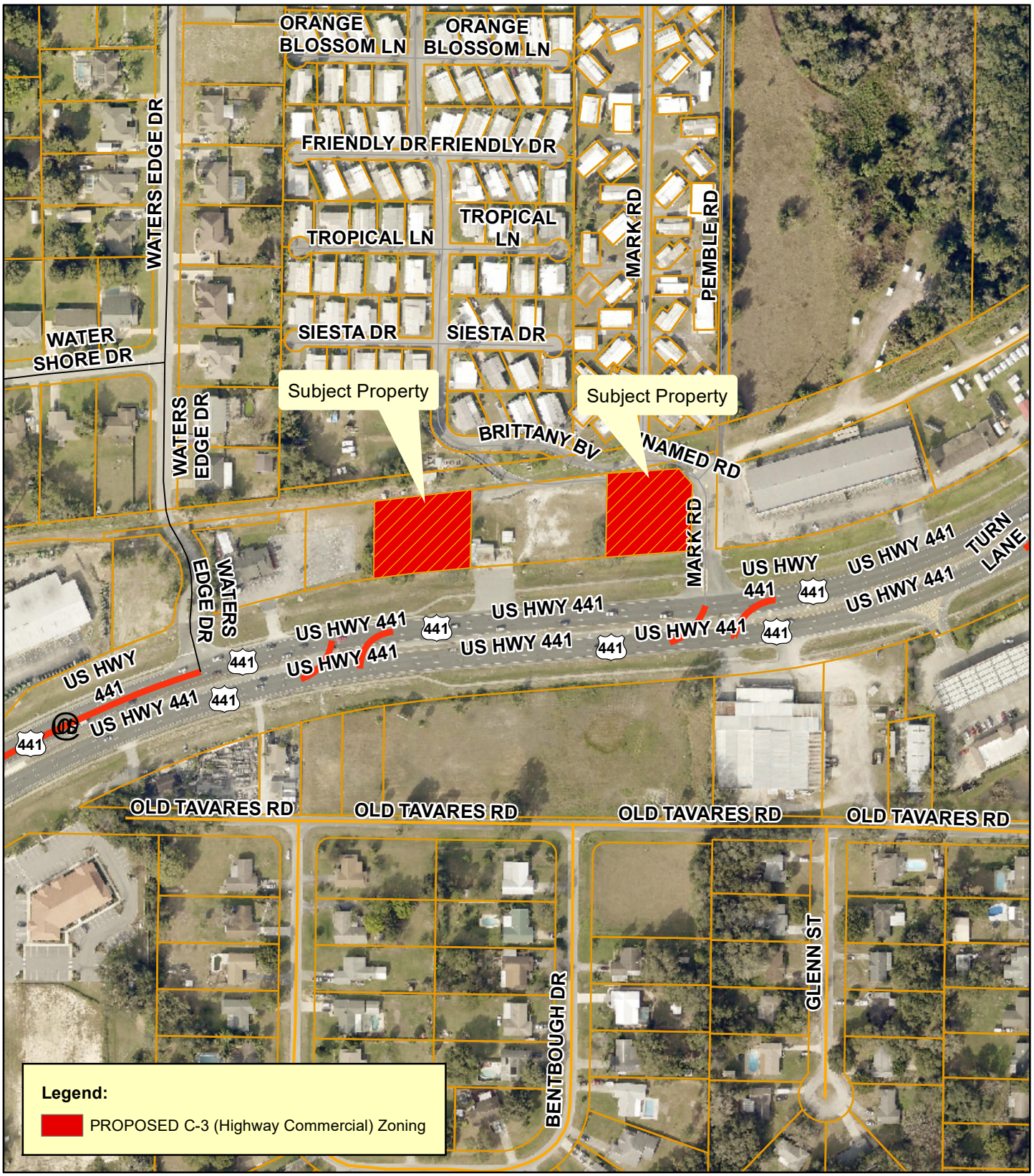
Brittany Estates R. O. Association
ANNX-22-259, SSCP-22-260, RZ-22-261
AK#: 3929578, 3929579
Section 19 Township 19 Range 25 East
July 21, 2022

PROPOSED Zoning



Planning & Zoning Division

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Brittany Estates R. O. Association
ANNX-22-259, SSCP-22-260, RZ-22-261
AK#s: 3929578, 3929579
Section 19, Township 19 South, Range 25 East
June 27, 2022

Surrounding Land Use

Planning & Zoning Division

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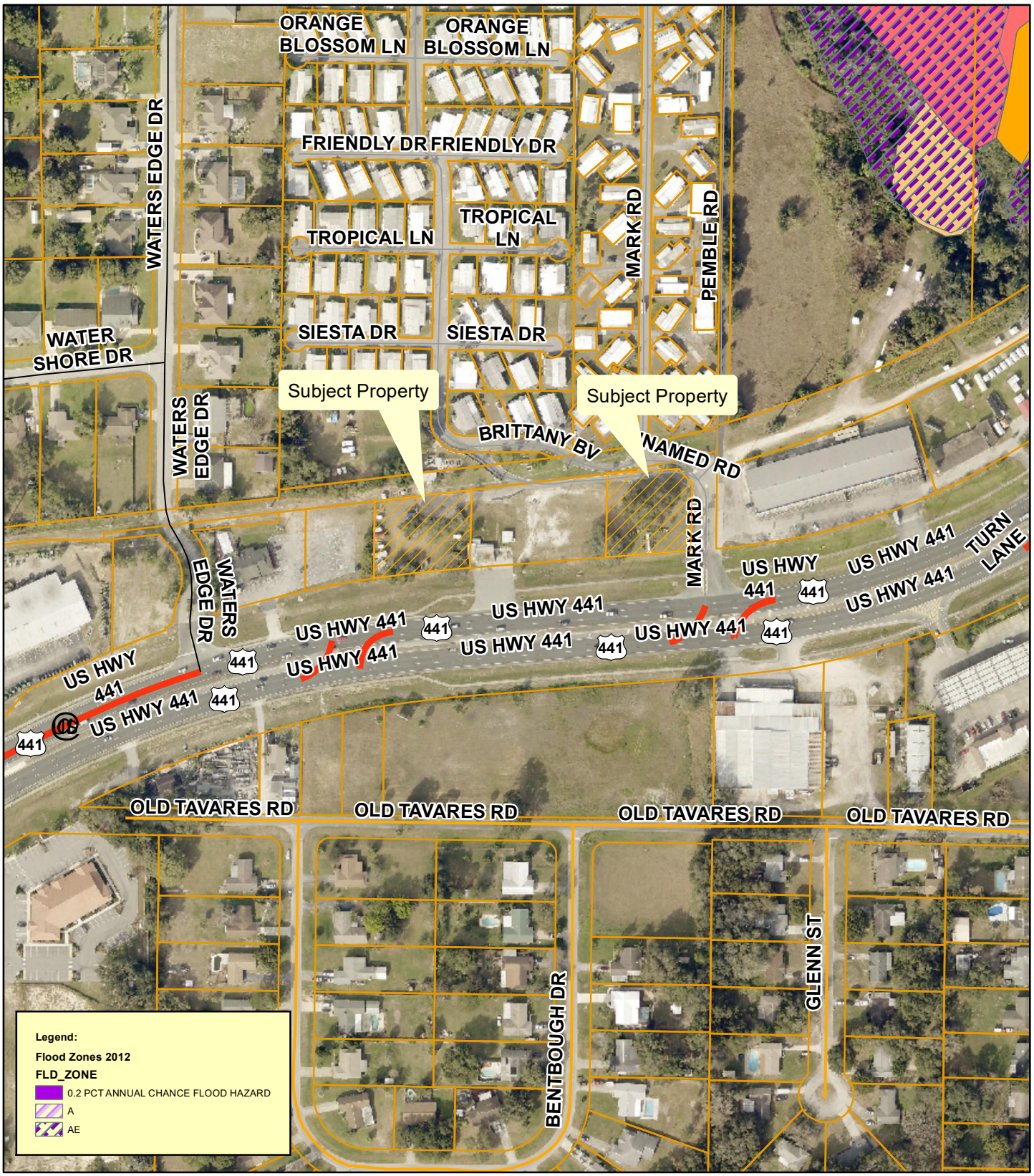
Brittany Estates R. O. Association
ANNX-22-259, SSCP-22-260, RZ-22-261
AK#s: 3929578, 3929579
Section 19, Township 19 South, Range 25 East
June 27, 2022

Wetlands & Flood Zones



Planning & Zoning Division

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Brittany Estates R. O. Association
ANNX-22-259, SSCP-22-260, RZ-22-261
AK#s: 3929578, 3929579
Section 19, Township 19 South, Range 25 East
June 27, 2022

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: July 6, 2022
OWNER: Brittany Estates R.O. Association
PETITIONER: Brittany Estates R.O. Association
PROJECT: Brittany Commercial
REQUEST: Change Future Land Use Designation and Rezone to allow for dry storage for boats and trailers
CASE NO.: SSCP-22-260; RZ-22-261

GENERAL LOCATION: North of US Highway 441, east of Waters Edge Drive, west of Mark Road, and south of Brittany Blvd

FUTURE LAND USE DESIGNATION: Lake County Urban Medium Density

SURROUNDING FUTURE LAND USE DESIGNATION:
North – Lake County Urban Medium Density
South – City General Commercial
East – City General Commercial
West – Lake County Urban Medium Density

PROPOSED FUTURE LAND USE DESIGNATION: City General Commercial

EXISTING ZONING DESIGNATION: Lake County RMRP (Mobile Home Rental Park District) and Lake County C-2 (Community Commercial District)

SURROUNDING ZONING DESIGNATIONS:
North – Lake County RMRP (Mobile Home Rental Park District)
South – City C-3 (Highway Commercial)
East – City C-3 (Highway Commercial)
West – Lake County C-2 (Community Commercial District)

PROPOSED ZONING DESIGNATION: C-3 (Highway Commercial)

EXISTING LAND USE: Dry storage for boats/trailers

SURROUNDING LAND USE:
North – Residential, Vacant Commercial
South – Vacant Commercial, Light Manufacturing
East – Residential; Commercial
West – Residential; Vacant Commercial

PROPOSED LAND USE: Dry storage for boats/trailers

CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

DATE:	July 21, 2022
OWNER:	Brittany Estates R.O. Association
PETITIONER:	Brittany Estates R.O. Association
PROJECT:	Brittany Commercial
REQUEST:	Rezone from Lake County RMRP (Mobile Home Rental Park District) and C-2 (Community Commercial District) to City of Leesburg C-3 (Highway Commercial)
CASE NO.:	RZ-22-261

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 RMRP (Mobile Home Rental Park District), Lake County C-2 (Community Commercial District), and City C-3 (Highway Commercial).

2. The proposed request of the C-3 (Highway Commercial) zoning is compatible with the proposed City Future Land Use designation of General Commercial.

3. The proposed modification does not appear to create a detriment to surrounding properties and will allow for appropriate uses at this location.

Action Requested:

1. Vote to approve staff's recommendation to rezone the subject property from Lake County RMRP (Mobile Home Rental Park District) and C-2 (Community Commercial District) City of Leesburg C-3 (Highway Commercial) and forward the recommendation to the City Commission for consideration.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.4.

Meeting Date: August 22, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 133+/- acres; and being generally located east of U.S. Highway 27 and south of Dewey Robbins Road, lying in Section 05, Township 21 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date (Anthony Property).

Staff Recommendation:
The Planning and Zoning staff and the Planning Commission recommend approval of the proposed ordinance for annexation of Anthony Property.

Analysis:
The applicant has submitted a request for annexation of approximately 133 acres of land generally located east of U.S. Highway 27 and south of Dewey Robbins Road, as shown on the attached General Location Map. At this time, the property is agriculture and timber. The current zoning is Lake County A (Agriculture); the proposed zoning is City PUD (Planned Unit Development). The reason for this request is to attain water and sewer service. The proposal of the property is a single-family residential subdivision.

The property is surrounded by Lake County A (Agriculture) and City of Leesburg PUD (Planned Unit Development). Under the conditions of the PUD (Planned Unit Development) zoning case which is also on this agenda, no negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda, is a Large-Scale Comprehensive Plan Amendment, which, along with the Planned Unit Development Application, had recommendations for approval from the staff and Planning Commission at the public hearing held on July 21, 2022.

Procurement Analysis:
N/A

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

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 133+/- ACRES; AND BEING GENERALLY LOCATED EAST OF U.S. HIGHWAY 27 AND SOUTH OF DEWEY ROBBINS ROAD, LYING IN SECTION 05, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 3; AND PROVIDING AN EFFECTIVE DATE (ANTHONY PROPERTY).

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 Ben Snyder (Hanover Land Company, Petitioner) for Anthony Property 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 3;

Section 3.
All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 4.
This ordinance shall become effective immediately upon approval at second reading.

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

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

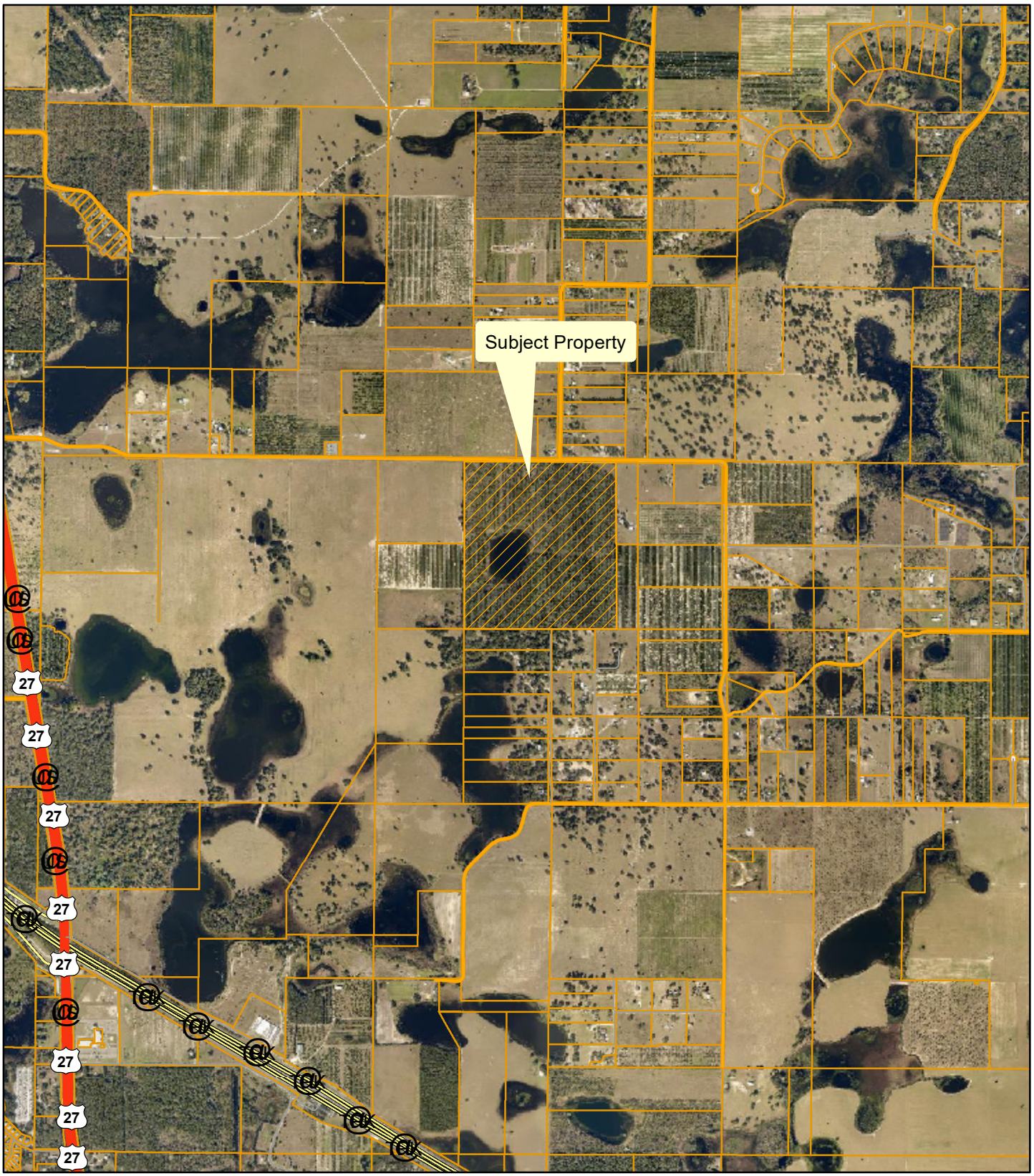
_____
City Clerk

Exhibit A

Legal Description

Legal Description:
The West 3/4 of Government Lot 2 AND all of Government Lot 3, all lying in Section 5, Township 21, South, Range 25 East, Lake County, Florida. Less and except right-of-ways.

Aerial



Planning & Zoning Division

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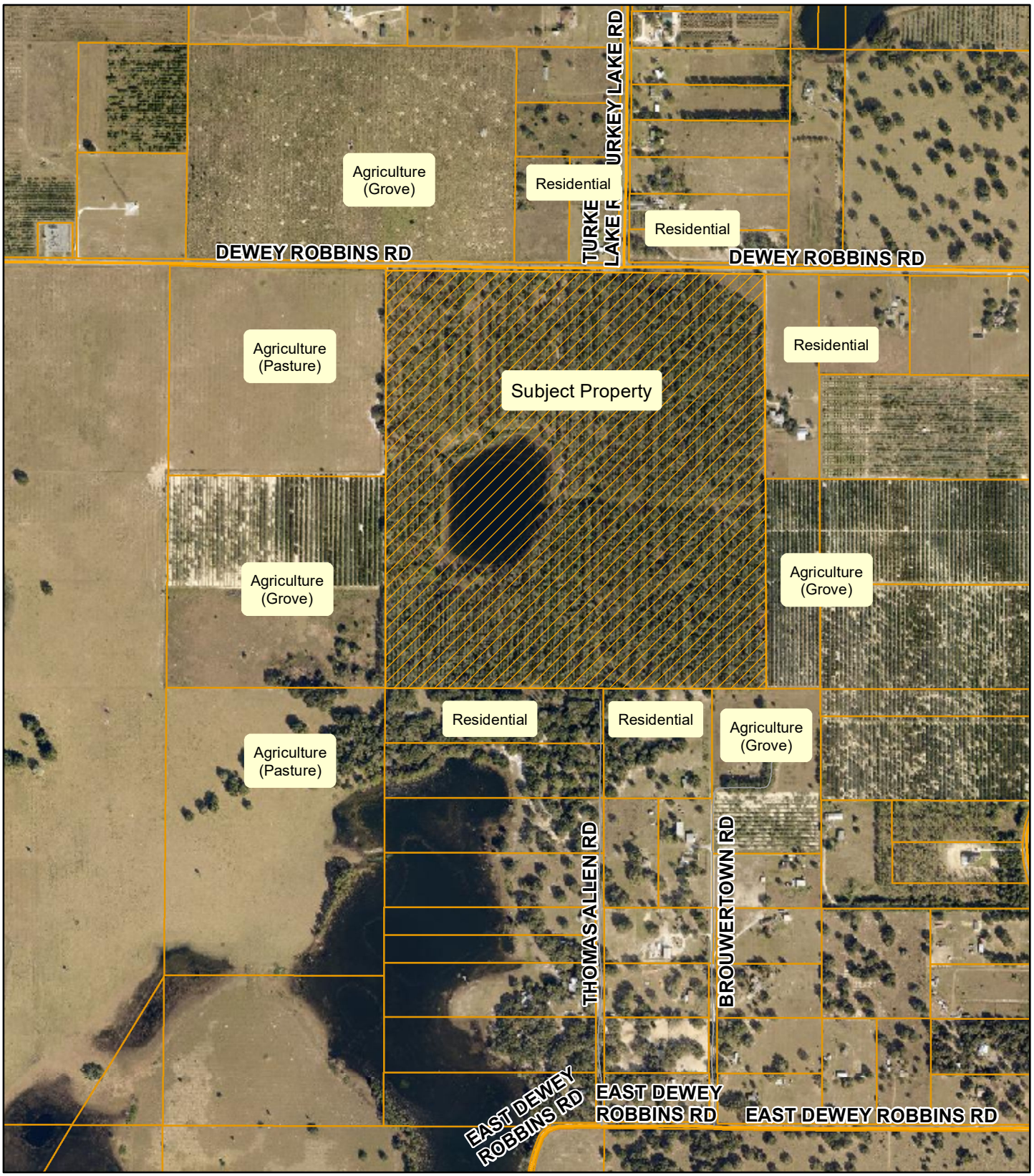
Anthony Property
Dewey Robbins Road
AK#: 1210178
Section 05, Township 21 South, Range 25 East
June 16, 2022

Surrounding Land Uses



Planning & Zoning Division

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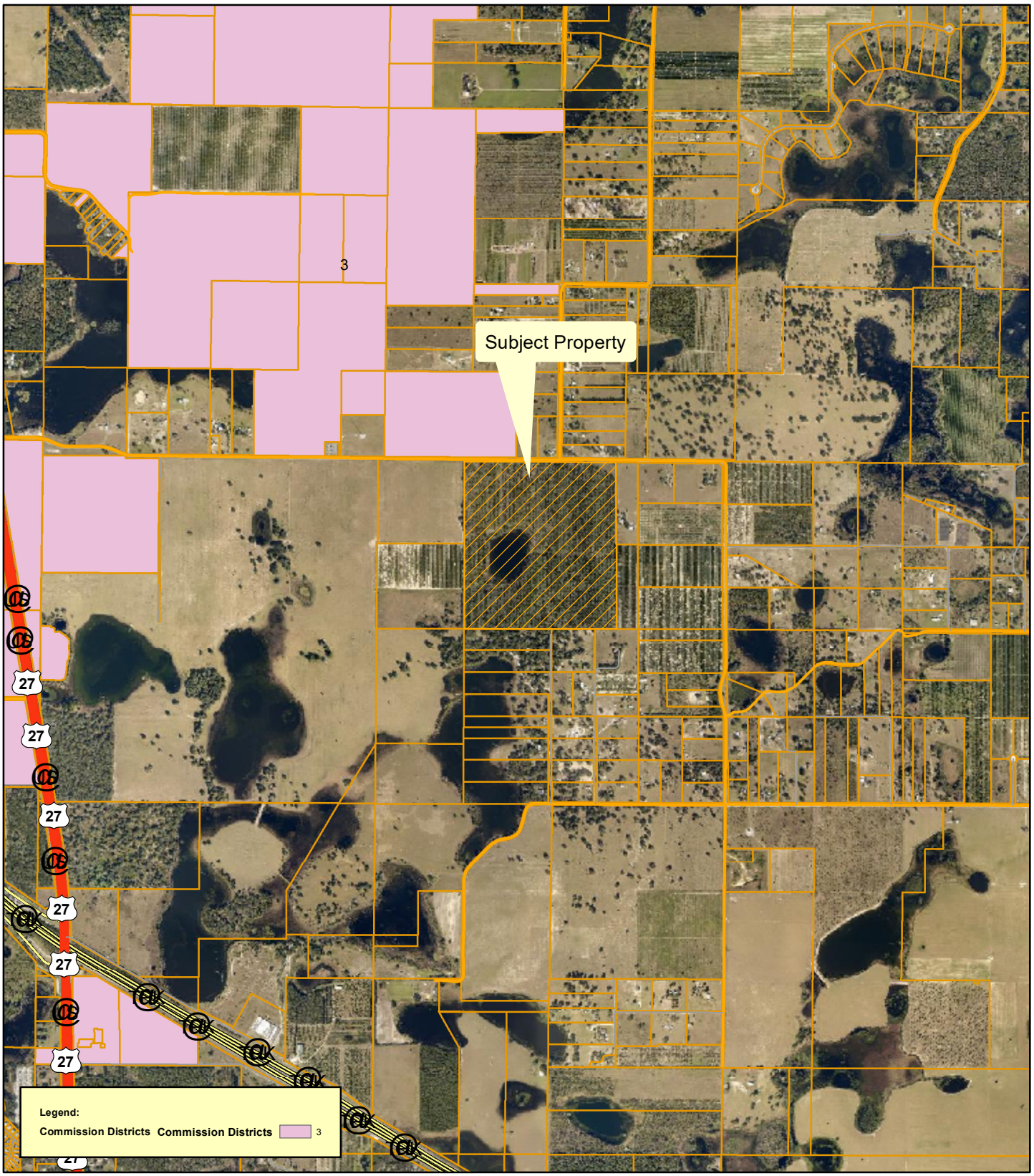
Anthony Property
Dewey Robbins Road
AK#: 1210178
Section 05, Township 21 South, Range 25 East
June 16, 2022

Commission District



Planning & Zoning Division

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Anthony Property
Dewey Robbins Road
AK#: 1210178
Section 05, Township 21 South, Range 25 East
June 16, 2022

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.5.

Meeting Date: August 22, 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 133 +/- acres from Lake County Rural to City of Leesburg Estate Residential, for a property generally located east of U.S. Highway 27 and south of Dewey Robbins Road, lying in Section 05, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (Anthony Property)

Staff Recommendation:
The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed large-scale comp plan amendment of the City's Future Land Use Map on 133 +/- acres from Lake County Rural to City of Leesburg Estate Residential.

Analysis:
The project site is approximately 133 acres. The property is generally located east of U.S. Highway 27 and south of Dewey Robbins Road. Currently, the property is agricultural and timber. The proposed use is for a single-family residential subdivision. The surrounding Future Land Use Map designations of Lake County Rural 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.

This property lies within the ISBA (Interlocal Service Boundary Area) agreement. This agreement, which was approved by City Commission on November 24, 2014, allows property within the ISBA area but outside the current city limits to be annexed and obtain City of Leesburg utility services.

The Planning Commission held a public hearing on the application on July 21, 2022 and recommended approval.

Procurement Analysis:
N/A

Options:

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

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

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

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 133 +/- ACRES FROM LAKE COUNTY RURAL TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED EAST OF U.S. HIGHWAY 27 AND SOUTH OF DEWEY ROBBINS ROAD, LYING IN SECTION 05, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (ANTHONY PROPERTY)

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 133 acres of land generally located east of U.S. Highway 27 and south of Dewey Robbins Road from Lake County Rural to City of Leesburg Estate Residential, as shown on the revised map of said area, lying in Section 05, Township 21 South, Range 25 East, Lake County Florida;

Section 2.
That this amendment is hereby transmitted to the Department of Economic Opportunity as required by the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes;

Section 3.
All ordinances or parts of ordinances in conflict the any of the provisions of this ordinance are hereby repealed;

Section 4.
This ordinance shall become effective upon its passage and adoption, according to law.

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

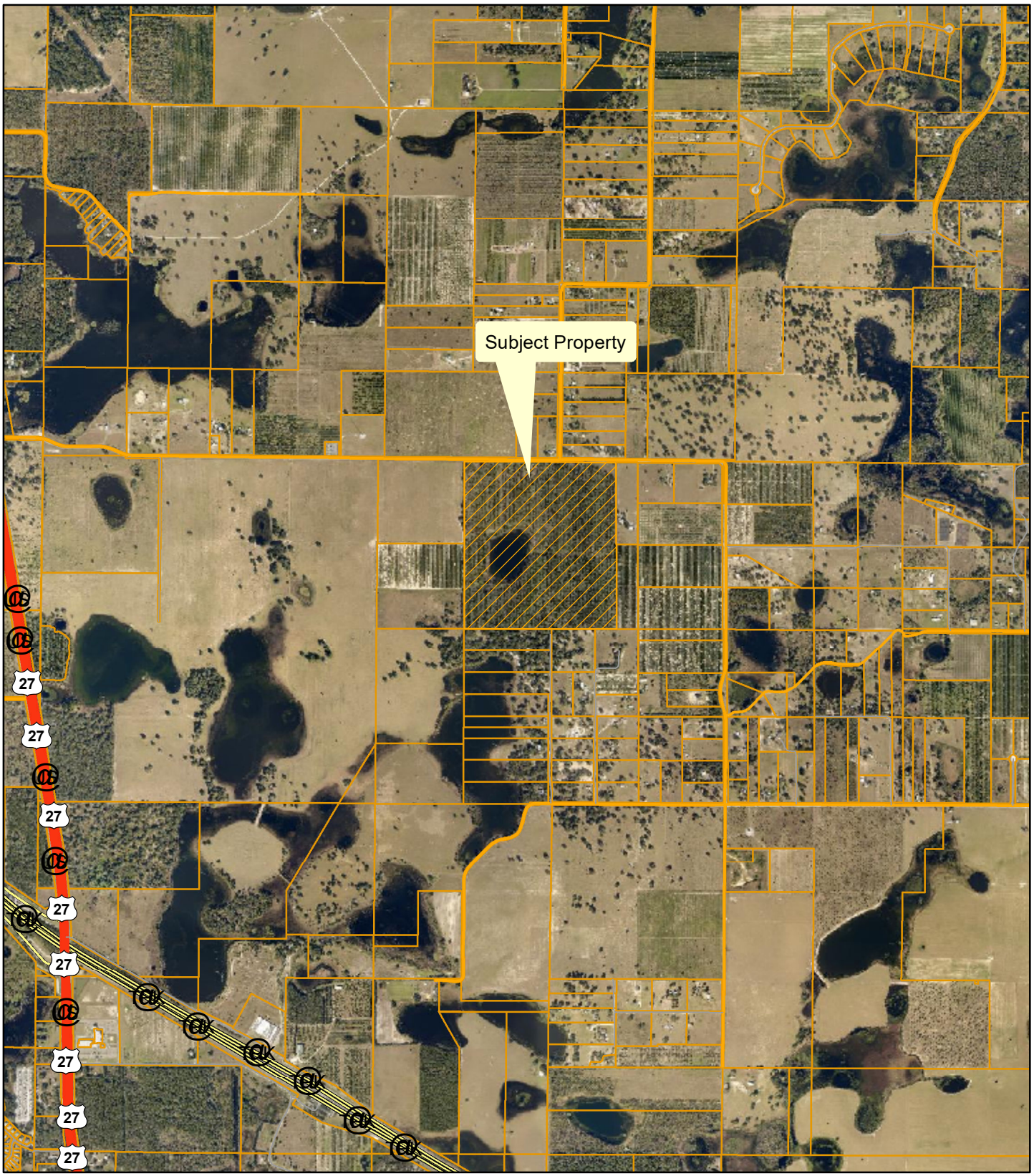
THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Aerial



Planning & Zoning Division

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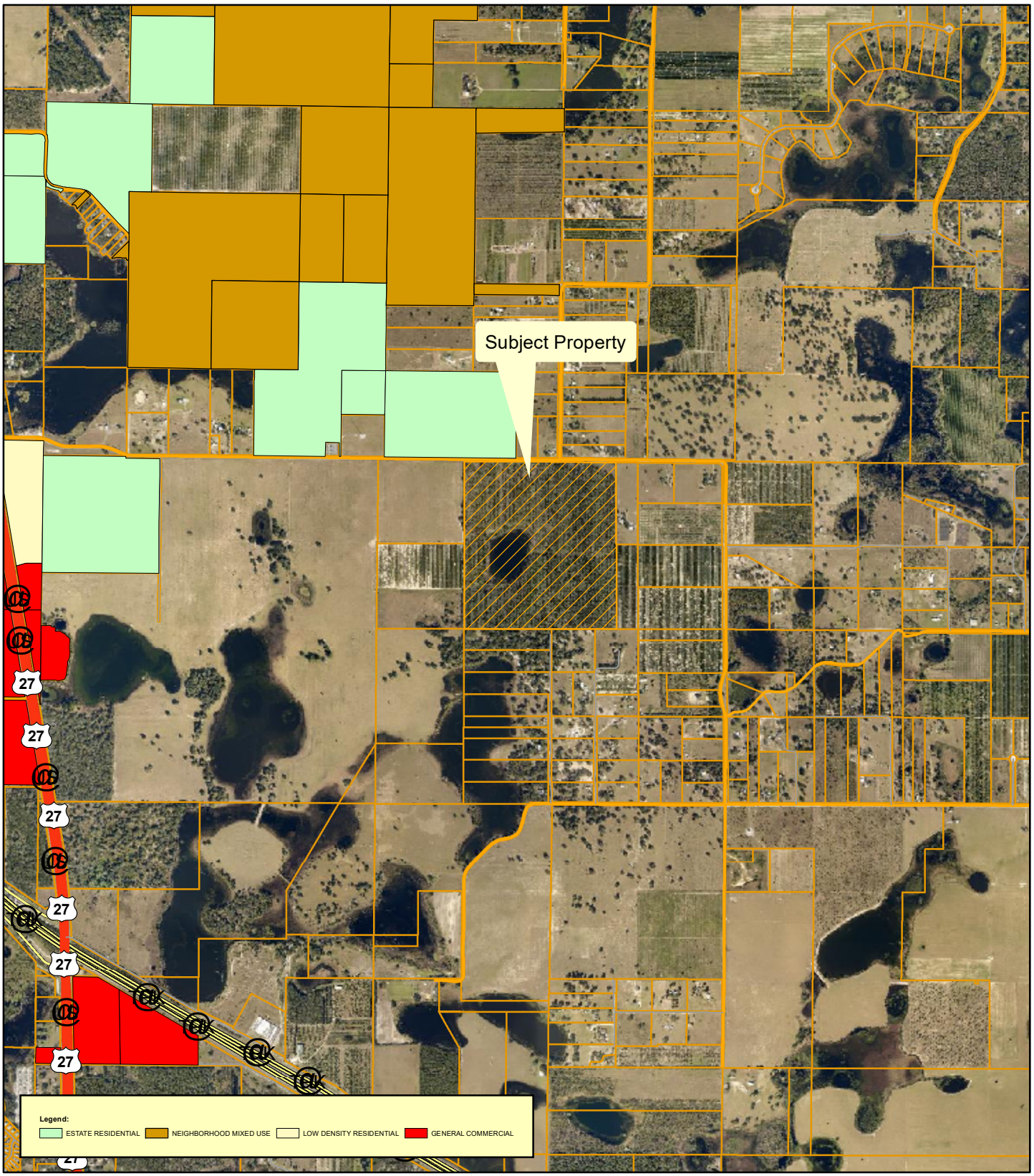
Feet

Anthony Property
Dewey Robbins Road
AK#: 1210178
Section 05, Township 21 South, Range 25 East
June 16, 2022

Future Land Use



Planning & Zoning Division

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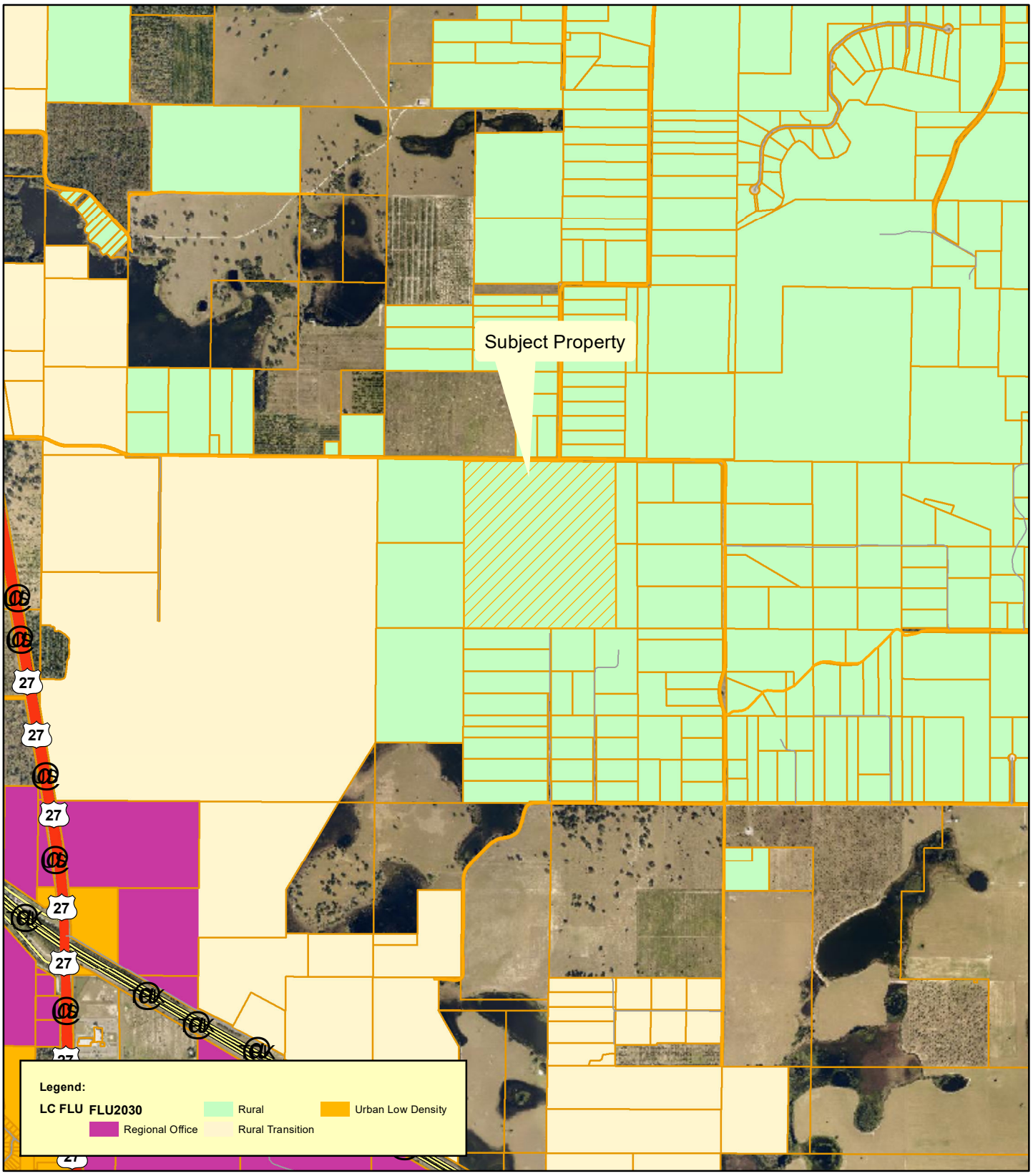
Dewey Robbins Road
AK#: 1210178
Section 05, Township 21 South, Range 25 East
June 16, 2022

Lake County Future Land Use



Planning & Zoning Division

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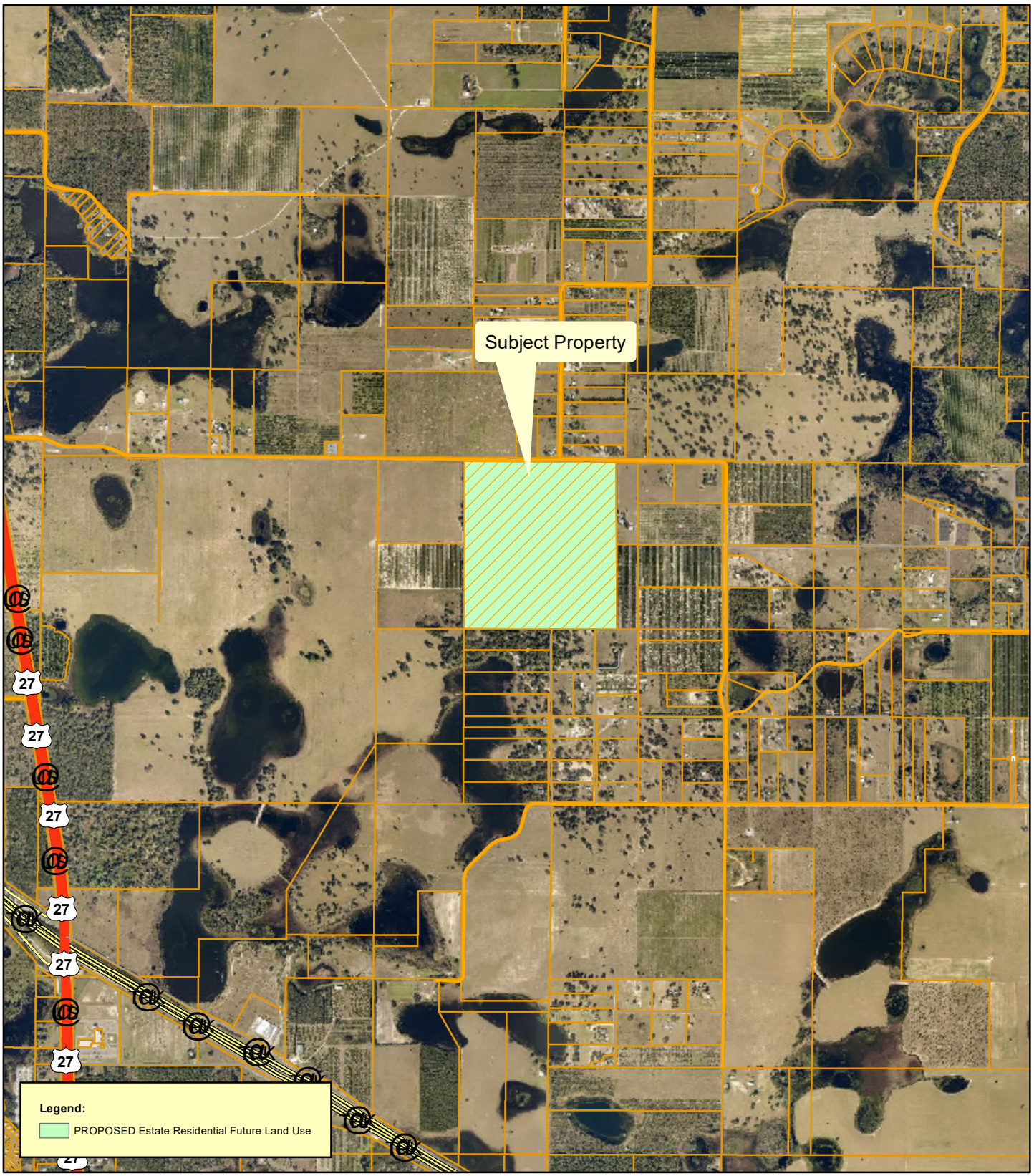
Anthony Property
Dewey Robbins Road
AK#: 1210178
Section 05, Township 21 South, Range 25 East
June 16, 2022

PROPOSED Future Land Use



Planning & Zoning Division

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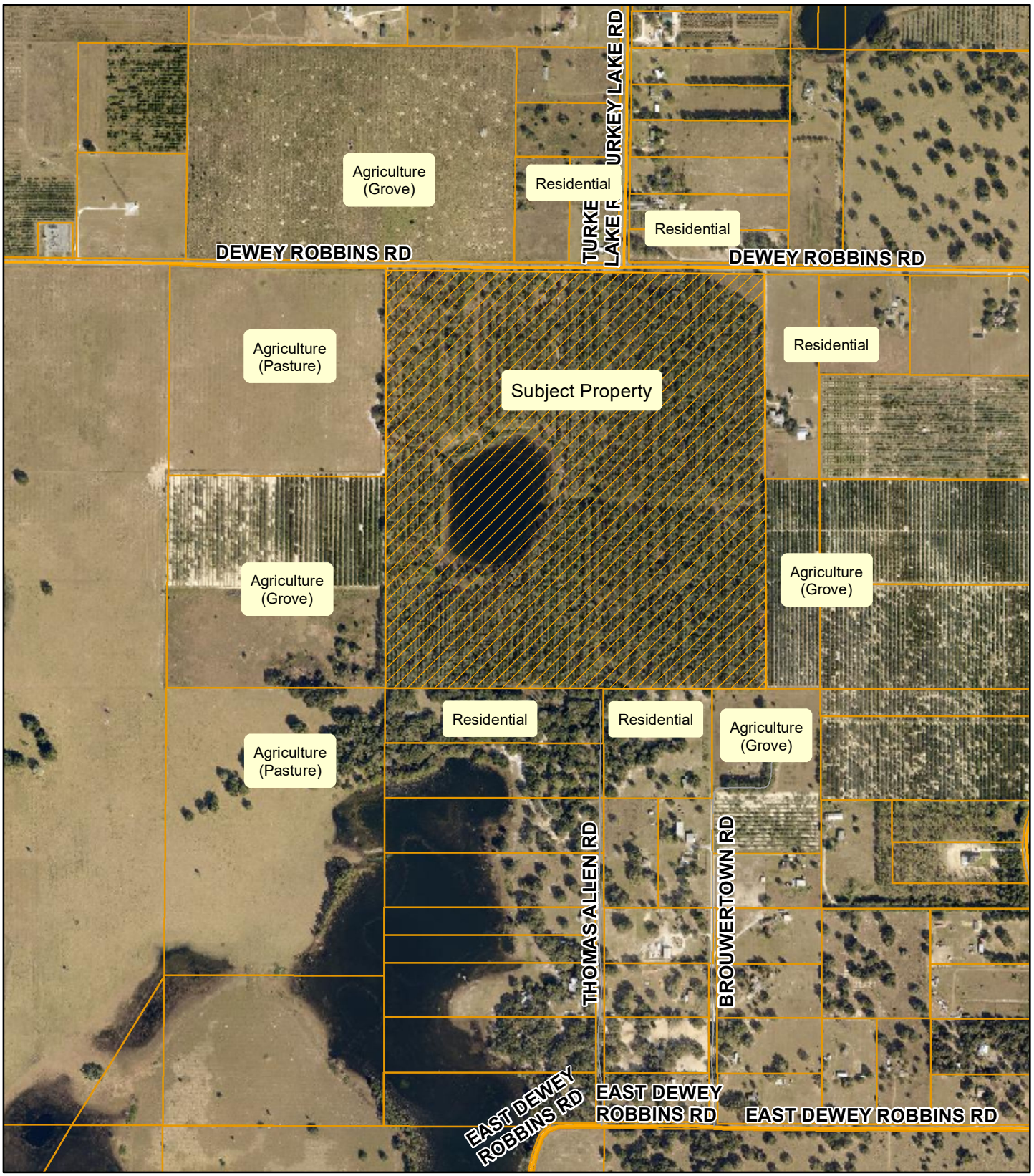
Anthony Property
Dewey Robbins Road
AK#: 1210178
Section 05, Township 21 South, Range 25 East
June 16, 2022

Surrounding Land Uses



Planning & Zoning Division

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Anthony Property
Dewey Robbins Road
AK#: 1210178
Section 05, Township 21 South, Range 25 East
June 16, 2022

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: July 21, 2022
OWNER: TLC DR Holdings, LLC
PETITIONER: Ben Snyder, Hanover Land Company
PROJECT: Anthony Property
REQUEST: Future Land Use amendment to Estate Residential and zoning to PUD (Planned Unit Development)
CASE NO.: LSCP 22-267; PUD-22-268

GENERAL LOCATION: The property is generally located east of US Highway 27 and south of Dewey Robbins Road.

FUTURE LAND USE DESIGNATION: Lake County Rural

SURROUNDING FUTURE LAND USE DESIGNATION:
North – City of Leesburg Estate Residential; Lake County Rural
South – Lake County Rural
East – Lake County Rural
West – Lake County Rural

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

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

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Agriculture

SURROUNDING LAND USE:
North – Residential; Agriculture (Grove)
South – Residential; Agriculture (Grove)
East – Residential; Agriculture (Grove)
West – Agriculture (Pasture; Grove)

PROPOSED LAND USE: Residential subdivision

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: July 6, 2022
OWNER: TLC DR Holdings, LLC
PETITIONER: Ben Snyder, Hanover Land Company
PROJECT: Anthony Property
REQUEST: Future Land Use amendment to Estate Residential and zoning to PUD (Planned Unit Development)
CASE NO.: LSCP 22-267; PUD-22-268

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 7/15/22

FIRE

No comments received as of 7/15/22

ELECTRIC

This is outside of Leesburg Service Territory. Steve Davis 7/6/22

GAS

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

GIS

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

BUILDING

No comments received as of 7/15/22

PUBLIC WORKS

Public Works has no issues with this! Clifford Kelsey 7/7/22

ADDRESSING

No comments received as of 7/15/22

ECONOMIC DEVELOPMENT

No comments received as of 7/15/22

LAKE COUNTY PUBLIC WORKS

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

LAKE COUNTY SCHOOLS

PUBLIC RESPONSES

Approval

no approvals

Disapproval

2 disapprovals 1 with comments

No comment

No comments received as of 7/15/22

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Melissa Russell – Disapproval without comment

Mary Sybil LaMoreaux, Manager RSTLC, LLC –

1. Where is the entrance to this Anthony Property PUD going to be? You have a blind hill on one side and a blind dip on the other at the Turkey Lake intersection. You cannot see what is coming over the hill in front of my property. I've seen a full motor home disappear in one of the blind dips on Dewey Robbins. Where can you safely put an entrance? Hopefully across from the other development that you approved which is at the top of the hill and not right across the street from my property, which would be dangerous. Another suggestion could be you can make a side road to put the entrance on, which I saw in a development proposal which was closer to Hwy 27.

2. Has Leesburg come up with a comprehensive plan for their development? I know the County has asked the Cities to work together. Is Leesburg doing this? Does Leesburg have a plan and a vision for where they are going?

3. Are they going to build fences for the neighbors? I still don't know if I have a fence on my property next to Hodge Reserve.

4. Are the entrances going to hide the houses from the road? We don't want to see a bunch of cheap houses from the beautiful road. I worked with developers before and a developer's goal is to do the cheapest job they can get away with. How can we be sure these guys will do a good job hiding their development from the road once the PUD is approved?

5. What is happening about schools down there? Last I knew you had land for a school, but no plans. I realize this is the "School Board's Problem" but if you don't have a good school the people won't

come. Avalon Park in Tavares had the school open before they had inventory.

6. Leesburg has the worst crime statistics in the county and currently needs more police officers for the current population. Are there plans to increase the police department? How is Leesburg going to take care to this extra population? How is the fire department going to cover all these new developments?

7. When I decide to build on my land will there be water left for me to dig a well? I do not want to be in Leesburg, but will I be forced to become part of Leesburg just to have utilities?

8. I love Lake County because it is neighborly. It is not the big city and I don't want it to be a big city. Based on what I've seen so far Hanover appears to me to disdain Lake County and the people here. I haven't seen anything neighborly from them.

CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

DATE:	July 21, 2022
OWNER:	TLC DR Holdings, LLC
PETITIONER:	Ben Snyder, Hanover Land Company
PROJECT:	Anthony Property
REQUEST:	Future Land Use amendment to Lake County Rural to City of Leesburg Estate Residential
CASE NO.:	LSCP-22-267

THE PLANNING & ZONING DIVISION RECOMMENDS:

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

1. This project meets the requirements of Chapter 163.3184, Florida Statutes, for Large Scale Comprehensive Plan Amendments.

2. The proposed Future Land Use Designation of Estate Residential is compatible with the current surrounding Future Land Use categories of City of Leesburg Estate Residential and Lake County Rural.

3. The proposed Future Land Use Designation of City of Leesburg Estate Residential is compatible with the proposed zoning of City PUD (Planned Unit Development), and does not appear to create a detriment to the adjacent zoning districts of PUD (Planned Unit Development), and with Lake County districts of PUD (Planned Unit Development) and A (Agriculture).

4. The proposed Future Land Use Designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve staff's recommendation to amend the City of Leesburg's Future Land Use Map designation on the subject property from Lake County Rural to City of Leesburg Estate Residential and forward to the City Commission for consideration.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.6.

Meeting Date: August 22, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 133 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow a single-family residential subdivision for a property generally located east of U.S. Highway 27 and south of Dewey Robbins Road, lying in Section 05, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (Anthony Property)

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

Analysis:
The project site is approximately 133 +/- acres, and is generally located east of U.S. Highway 27 and south of Dewey Robbins Road as shown on the attached maps. At this time, the property is agricultural and timber. The proposal will allow for a single-family residential subdivision. The existing land uses surrounding the property are residential, agriculture, pasture, and grove. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on July 21, 2022 and recommended approval.

Procurement Analysis:
N/A

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

Fiscal Impact:
Future development of this site will create a substantial positive fiscal impact on the City of Leesburg, in

the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 133 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW A SINGLE-FAMILY RESIDENTIAL SUBDIVISION FOR A PROPERTY GENERALLY LOCATED EAST OF U.S. HIGHWAY 27 AND SOUTH OF DEWEY ROBBINS ROAD, LYING IN SECTION 05, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (ANTHONY PROPERTY)

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

Section 1.
Based upon the petition of Ben Snyder (Hanover Land Company, Petitioner) for Anthony Property of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit A)

Section 2.
This ordinance shall become effective upon its passage and adoption, according to law.

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

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

ANTHONY PROPERTY SUBDIVISION
PUD (PLANNED UNIT DEVELOPMENT CONDITIONS)
July 19, 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 **Hanover Land Company, 605 Commonwealth Avenue, Orlando, Florida, 32803 (Andrew Orosz, - 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 133.3 acres containing a maximum of 391 detached single-family residential units generally located east of U.S. Highway 27 and south of South of Dewey Robbins 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 **Hanover Land Company, 605 Commonwealth Avenue, Orlando, Florida, 32803 (Andrew Orosz, - 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 133.3 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 391 detached single-family residential units, at a gross density not to exceed 2.94 units per acre on the approximately 133.3-acre site, as shown on **Exhibit C, Conceptual Development Plan**.

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

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

D. The minimum lot development standards shall be as follows:

   1. <u>For 50 x 120-foot lots:</u>
      a. Minimum house size: 1,500 square feet
         i. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
      b. Minimum lot size shall be 6,000 square feet.
      c. Minimum lot width 50 feet
      d. Minimum lot depth 120 feet
      e. Minimum building setbacks:
         Front – 25 feet;
         Porch – 20 feet (porch must be a minimum width of 5 feet).
         Rear – 18 feet;
         Side – 5 feet;
         Corner Side – 15 feet.

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, Façade Samples** herein are considered conceptual. Architectural facades shall be submitted to staff to review for consistency with the conditions of this PUD agreement.

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. All landscape buffers shall be separate tracts, shall not consist of, or be part of individually platted lots, shall be a common area, and shall 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 canopy or understory tree, located in the back yard. All other requirements for tree planting based on lot size under the Code of Ordinances shall remain in effect.

D. A spilt-rail fence, of wood construction, shall be installed on the property along Dewey Robbins Road along the norther boundary of the site. This fence shall be installed at a minimum height of four (4) feet. The east, west and south sides of the property shall have a six-foot fence of vinyl/synthetic construction, installed around the perimeter of the property. Said fences shall be maintained by the Property Owners or Homeowners Association. Maintenance of fences located within buffer or common areas shall be the responsibility of the neighborhood association, such as a Homeowners or Property Owners Association.

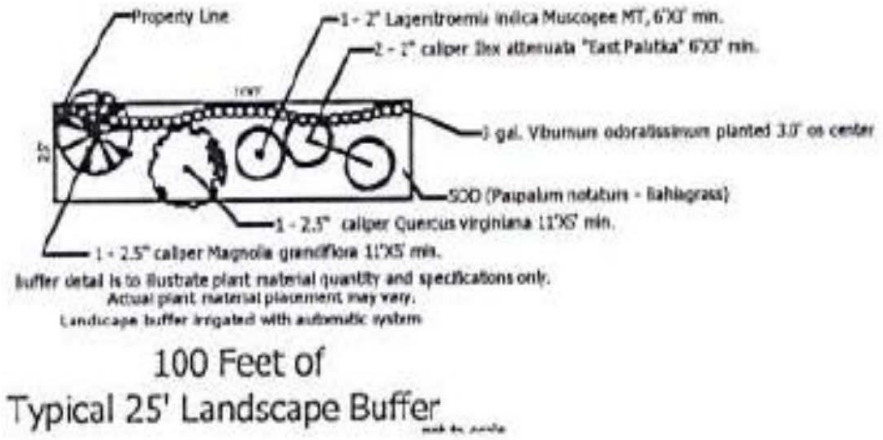
E. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.

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 primary access point on Dewey Robbins Road. At least one access point shall be a "boulevard style" roadway. These access points shall be reviewed, as legally prescribed by Lake County Public Works, and/or FDOT as applicable, and shown on the Master Development Plan - Exhibit C, as amended. All access points are conceptual and subject to Lake County review. Actual location and design of all roads shall be determined during the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject to site plan application review process.

B. All access points shall be designed to allow emergency access vehicles room to maneuver. This entrance shall be reviewed and adjusted by staff as needed at the Site Plan and Construction Plan review.

1. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be reviewed by Lake County Public Works.
2. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
3. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.

C. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.

D. 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 USE

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, as seen on the attached Conceptual Site Plan, Exhibit C. The total recreational area provided shall be 18.5 acres.

B. The development shall include trails, retention parks and linear park areas as shown on the attached Conceptual Site Plan, Exhibit C.

1. A trail system, located within a minimum twenty-five (25) foot buffer, shall surround the existing pond, and shall contain an ADA (Americans with Disabilities Act) compliant trail which entirely circles the pond. This trail shall be headed by an amenity center site area consisting of a minimum of 30,000 square foot site, with a dock or walkway at least 150 feet long, extending into the lake, as seen on the attached Exhibit C.
2. Retention parks and linear parks shall be included in the design of the subdivision and shall be designed such that park areas, which may consist of

dry retention areas, can be used as open fields, playgrounds or trails, as shown on the attached Conceptual Site Plan, Exhibit C.

C. Recreational requirements at the shall include at least one primary active recreation area, such as the amenity center site. Recreation areas may include such uses as a children's playground with equipment, dog park area, 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.

D. Credit for recreational space shall be given for areas dedicated to recreational space, to include items such as a clubhouse with recreation room, swimming pool, outdoor cooking facilities such as grills, youth playgrounds, play courts, dog parks or other similar uses which will meet the intent of this document. Other similar uses which will meet the intent of this document may be supplied by the developer.

E. All recreation spaces may include, but are 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, subject to approval by the City of Leesburg.

14. MAINTENANCE

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

15. DEVELOPMENT PHASING & IMPLEMENTATION

A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in these PUD Conditions of Approval, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.

B. Implementation of the project shall substantially commence one-hundred twenty (120) months after approval of this Planned Development. In the event, the conditions of the PUD have not been substantially implemented during the required time period, the City of Leesburg shall have the option of scheduling the PUD, with due notice to the owner and surrounding property owners, for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to another appropriate zoning classification.

C. As part of the overall development process, if the project is constructed in phases, then plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

16. MISCELLANEOUS CONDITIONS

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

B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.

C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.

D. The transfer of ownership or lease of any or all of the property described in these PUD Conditions of Approval shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.

E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

17. LEVELS OF SERVICE

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

B. Utilities
   1. Projected Capacities

i. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

C. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

D. Commitment of Capacity

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

E. Ability to Provide Services

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

18. NOTICE REQUIREMENTS

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

EXHIBIT B **LEGAL DESCRIPTION**
(from Warranty Deed)

OR BK 4444 PG 1806 PAGES: 4

The West 3/4 of Government Lot 2 and all of Government Lot 3, all lying in Section 5, Township 21 South, Range 25 East, Lake County, Florida.

Subject to restrictions, reservations, covenants and easements of record.

EXHIBIT C **CONCEPTUAL SITE PLAN**

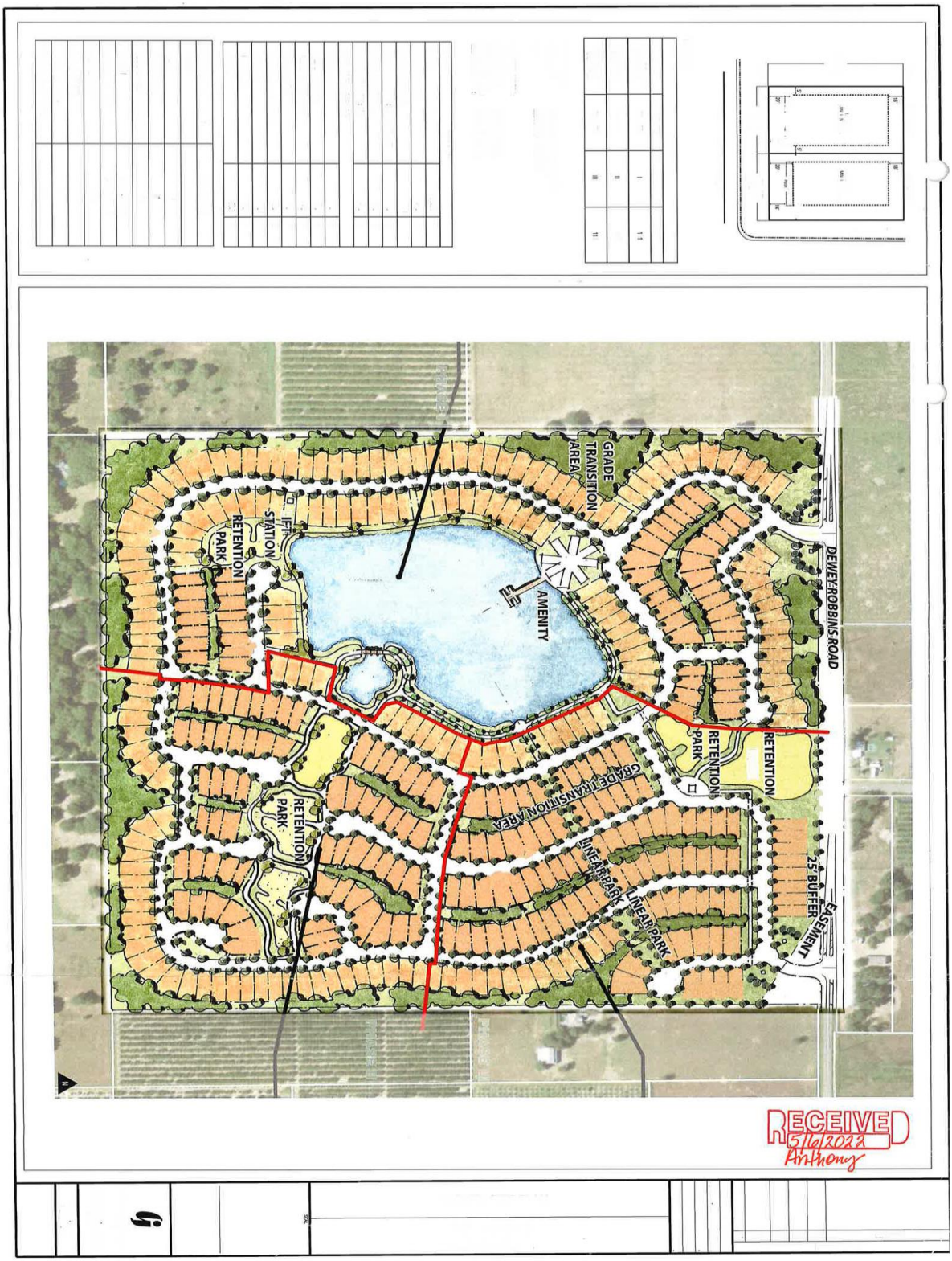


EXHIBIT D **FAÇADE SAMPLES**

Wilshire 3 Stone

Greenwich Bonus 2- Stone

Newcastle 3 Stone

Wilshire 2 Siding Mixed

Greenwhich Bonus 2 Siding

Berkshire 2 Stone

Lexington 3 Hardie

Selby Flex 3 Hardie

TYPICAL DARK SKY LIGHTING FIXTURES

CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

DATE:	July 21, 2022
OWNER:	TLC DR Holdings, LLC
PETITIONER:	Ben Snyder, Hanover Land Company
PROJECT:	Anthony Property
REQUEST:	Rezoning from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development)
CASE NO.:	PUD-22-268

THE PLANNING & ZONING DIVISION RECOMMENDS:

<u>APPROVAL</u> of this request for the following reason(s):

1. The proposed request is compatible with the current surrounding zoning districts of City of Leesburg PUD (Planned Unit Development), and with Lake County districts A (Agriculture), and PUD (Planned Unit Development). 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 as 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 property 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 A (Agriculture) to City of Leesburg PUD (Planned Unit Development) and forward the recommendation to the City Commission for consideration.

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: July 21, 2022
OWNER: TLC DR Holdings, LLC
PETITIONER: Ben Snyder, Hanover Land Company
PROJECT: Anthony Property
REQUEST: Future Land Use amendment to Estate Residential and zoning to PUD (Planned Unit Development)
CASE NO.: LSCP 22-267; PUD-22-268

GENERAL LOCATION: The property is generally located east of US Highway 27 and south of Dewey Robbins Road.

FUTURE LAND USE DESIGNATION: Lake County Rural

SURROUNDING FUTURE LAND USE DESIGNATION:
North – City of Leesburg Estate Residential; Lake County Rural
South – Lake County Rural
East – Lake County Rural
West – Lake County Rural

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

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

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Agriculture

SURROUNDING LAND USE:
North – Residential; Agriculture (Grove)
South – Residential; Agriculture (Grove)
East – Residential; Agriculture (Grove)
West – Agriculture (Pasture; Grove)

PROPOSED LAND USE: Residential subdivision

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: July 6, 2022
OWNER: TLC DR Holdings, LLC
PETITIONER: Ben Snyder, Hanover Land Company
PROJECT: Anthony Property
REQUEST: Future Land Use amendment to Estate Residential and zoning to PUD (Planned Unit Development)
CASE NO.: LSCP 22-267; PUD-22-268

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 7/15/22

FIRE

No comments received as of 7/15/22

ELECTRIC

This is outside of Leesburg Service Territory. Steve Davis 7/6/22

GAS

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

GIS

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

BUILDING

No comments received as of 7/15/22

PUBLIC WORKS

Public Works has no issues with this! Clifford Kelsey 7/7/22

ADDRESSING

No comments received as of 7/15/22

ECONOMIC DEVELOPMENT

No comments received as of 7/15/22

LAKE COUNTY PUBLIC WORKS

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

LAKE COUNTY SCHOOLS

PUBLIC RESPONSES

Approval

no approvals

Disapproval

2 disapprovals 1 with comments

No comment

No comments received as of 7/15/22

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Melissa Russell – Disapproval without comment

Mary Sybil LaMoreaux, Manager RSTLC, LLC –

1. Where is the entrance to this Anthony Property PUD going to be? You have a blind hill on one side and a blind dip on the other at the Turkey Lake intersection. You cannot see what is coming over the hill in front of my property. I've seen a full motor home disappear in one of the blind dips on Dewey Robbins. Where can you safely put an entrance? Hopefully across from the other development that you approved which is at the top of the hill and not right across the street from my property, which would be dangerous. Another suggestion could be you can make a side road to put the entrance on, which I saw in a development proposal which was closer to Hwy 27.

2. Has Leesburg come up with a comprehensive plan for their development? I know the County has asked the Cities to work together. Is Leesburg doing this? Does Leesburg have a plan and a vision for where they are going?

3. Are they going to build fences for the neighbors? I still don't know if I have a fence on my property next to Hodge Reserve.

4. Are the entrances going to hide the houses from the road? We don't want to see a bunch of cheap houses from the beautiful road. I worked with developers before and a developer's goal is to do the cheapest job they can get away with. How can we be sure these guys will do a good job hiding their development from the road once the PUD is approved?

5. What is happening about schools down there? Last I knew you had land for a school, but no plans. I realize this is the "School Board's Problem" but if you don't have a good school the people won't

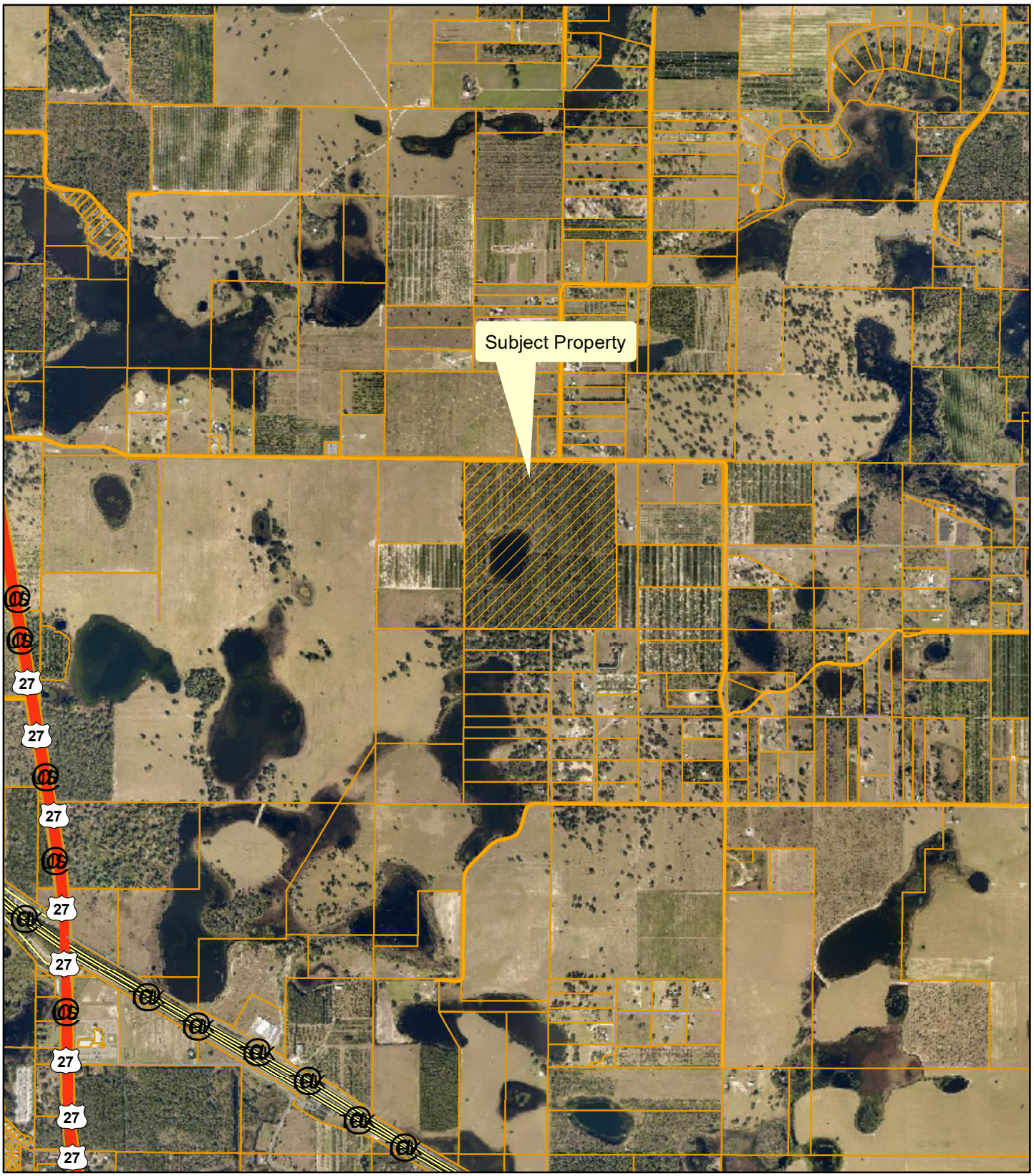
come. Avalon Park in Tavares had the school open before they had inventory.

6. Leesburg has the worst crime statistics in the county and currently needs more police officers for the current population. Are there plans to increase the police department? How is Leesburg going to take care to this extra population? How is the fire department going to cover all these new developments?

7. When I decide to build on my land will there be water left for me to dig a well? I do not want to be in Leesburg, but will I be forced to become part of Leesburg just to have utilities?

8. I love Lake County because it is neighborly. It is not the big city and I don't want it to be a big city. Based on what I've seen so far Hanover appears to me to disdain Lake County and the people here. I haven't seen anything neighborly from them.

Aerial



Planning & Zoning Division

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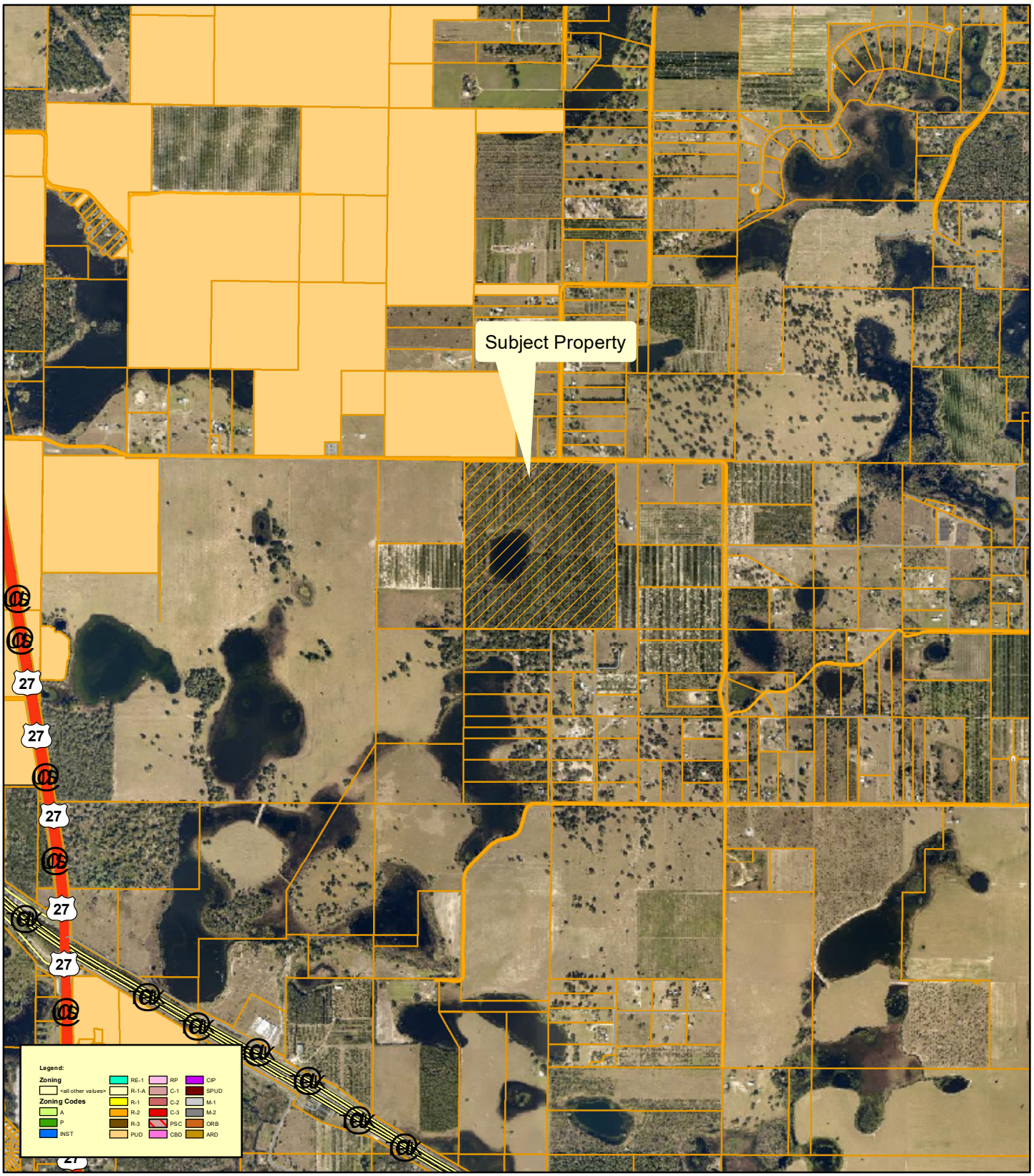
Anthony Property
Dewey Robbins Road
AK#: 1210178
Section 05, Township 21 South, Range 25 East
June 16, 2022

Zoning



Planning & Zoning Division

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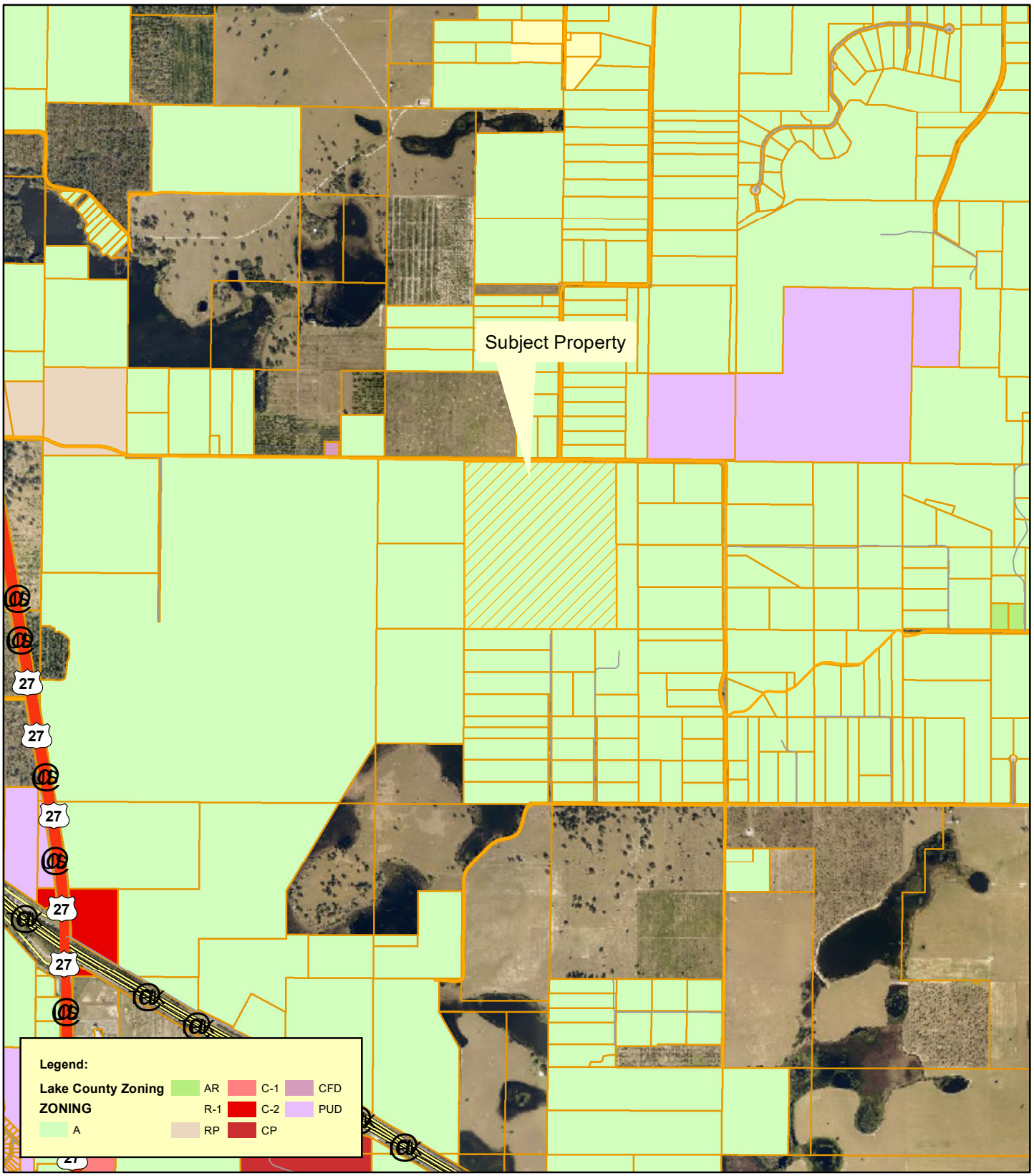
Anthony Property
Dewey Robbins Road
AK#: 1210178
Section 05, Township 21 South, Range 25 East
June 16, 2022

Lake County Zoning



Planning & Zoning Division

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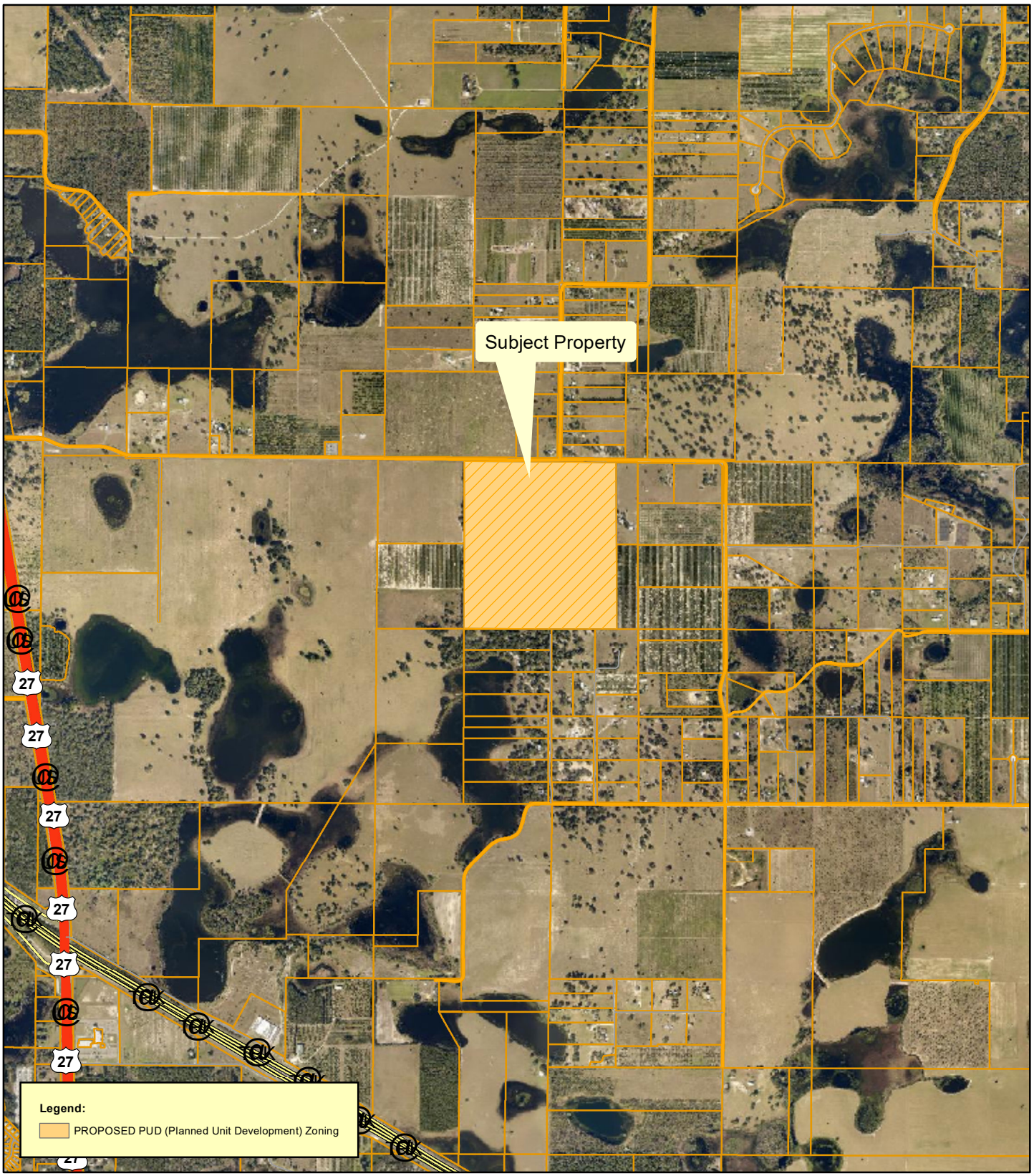
Anthony Property
Dewey Robbins Road
AK#: 1210178
Section 05, Township 21 South, Range 25 East
June 16, 2022

PROPOSED Zoning



Planning & Zoning Division

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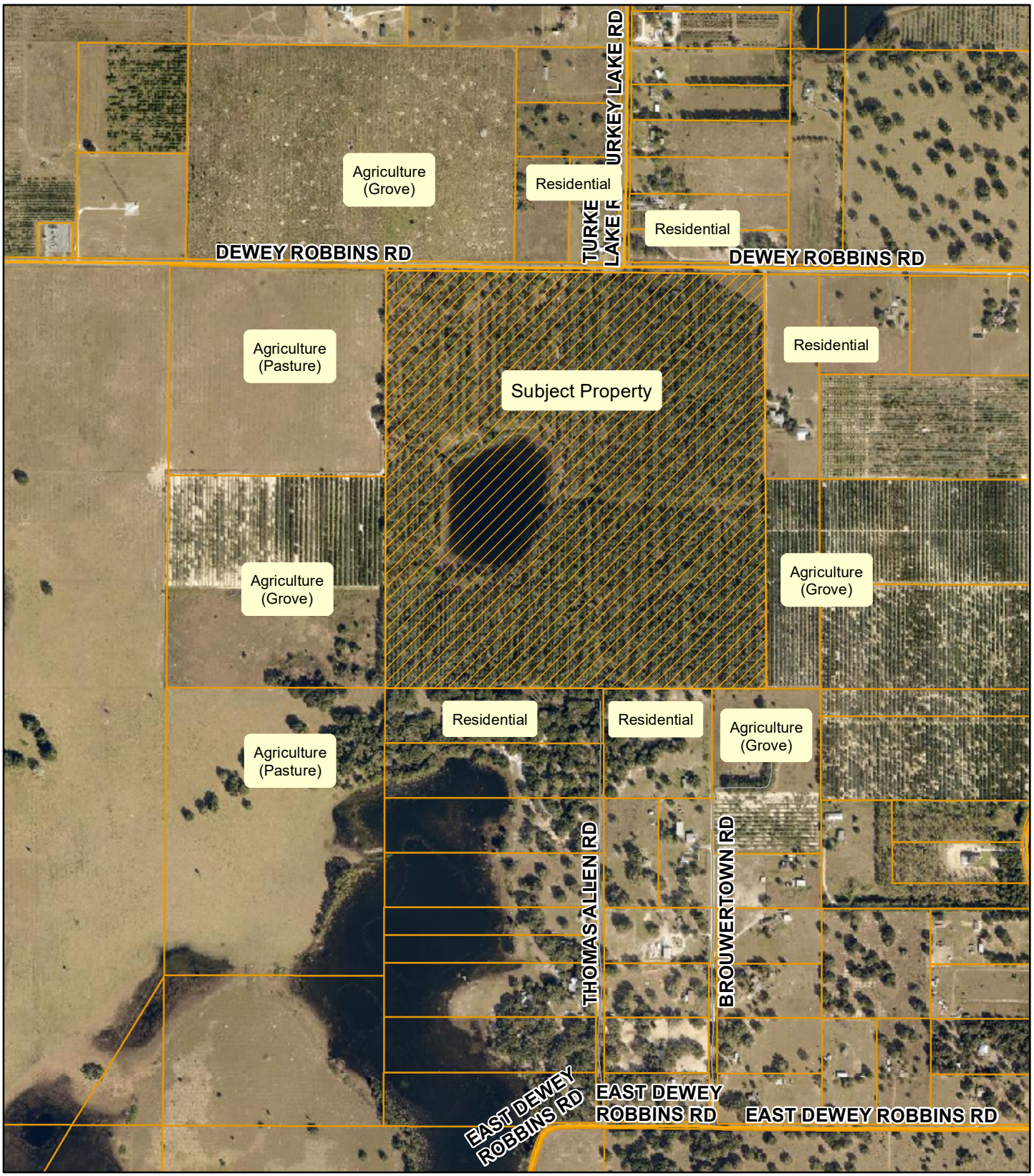
Anthony Property
Dewey Robbins Road
AK#: 1210178
Section 05, Township 21 South, Range 25 East
June 16, 2022

Surrounding Land Uses



Planning & Zoning Division

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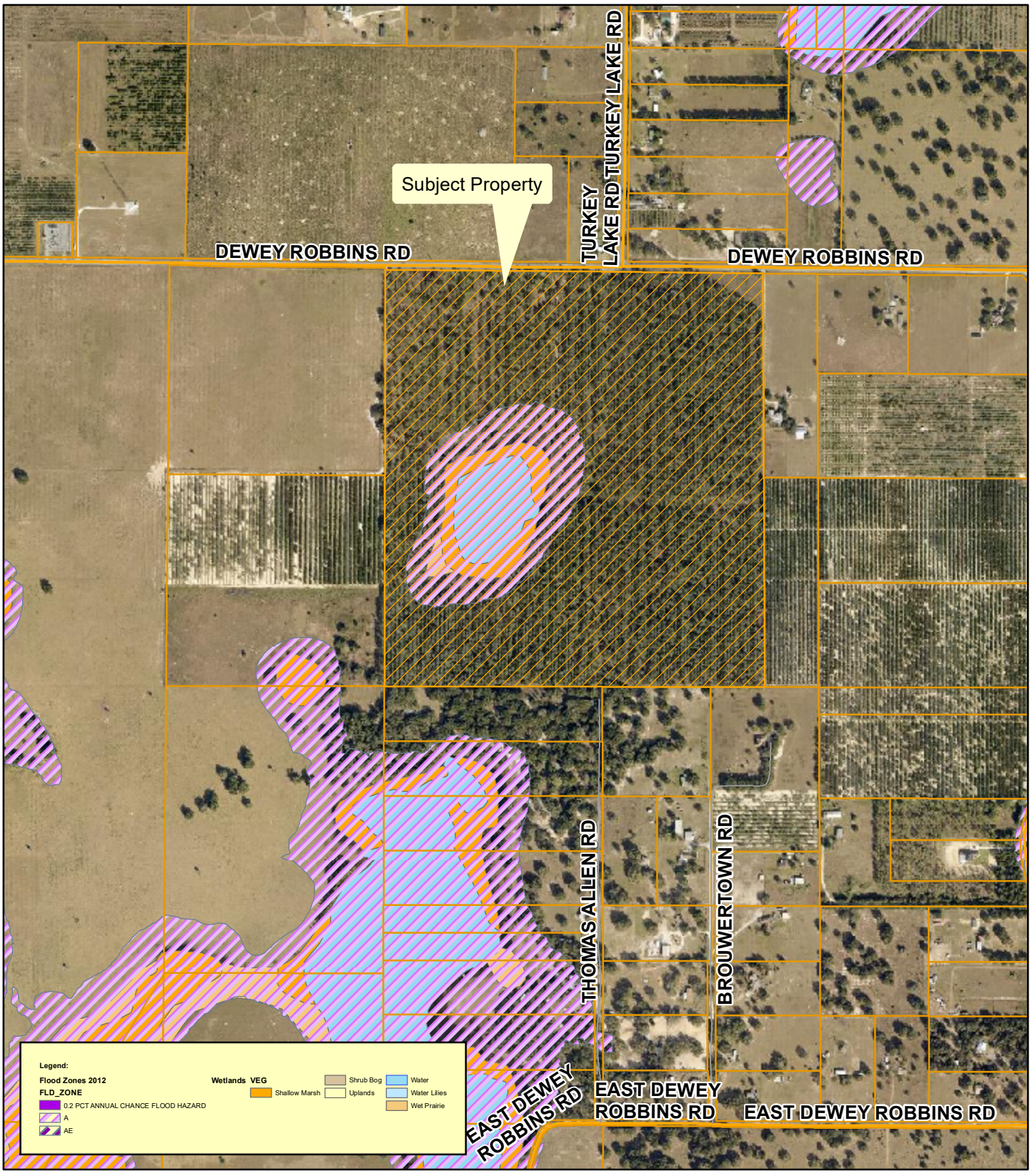
Anthony Property
Dewey Robbins Road
AK#: 1210178
Section 05, Township 21 South, Range 25 East
June 16, 2022

Wetlands and Flood Zones



Planning & Zoning Division

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Anthony Property
Dewey Robbins Road
AK#: 1210178
Section 05, Township 21 South, Range 25 East
June 16, 2022

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.7.

Meeting Date: August 22, 2022

From: Dan Miller, (Planning and Zoning Director)

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

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

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

The proposal of the property is a single-family residential subdivision.The property is surrounded by Lake County A (Agriculture), Lake County CP (Planned Commercial District), and Lake County CFD (Community Facility District). Under the conditions of the PUD (Planned Unit Development) zoning case which is also on this agenda, no negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda, is a Large-Scale Comprehensive Plan Amendment, which, along with the Planned Unit Development Application, had recommendations for approval from the staff and Planning Commission at the public hearing held on July 21, 2022.

Procurement Analysis:
N/A

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

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 55+/- ACRES; AND BEING GENERALLY LOCATED WEST OF COUNTY ROAD 44 AND SOUTH OF EAST TREASURE ISLAND AVENUE, LYING IN SECTION 01, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 1; AND PROVIDING AN EFFECTIVE DATE. (TREASURES TROVE)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for approval of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

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

Section 1.

Based upon the petition of Jerome L. Henin (Agent) for Treasures Trove for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

Legal Description
(See Exhibit A);

Section 2.

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

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

Section 3.
All ordinances or parts of ordinances in conflict the any of the provisions of this ordinance are hereby repealed;

Section 4.
This ordinance shall become effective immediately upon approval at second reading.

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

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Exhibit A

Legal Description

LEGAL DESCRIPTION

PARCEL 1: (ALT KEY 1779383)

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

PARCEL 2: (ALT KEY 1798892)

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

PARCEL 3: (ALT KEY 1494001)

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

CONTAINING 55.45 ACRES, MORE OR LESS.

Commission District

Planning & Zoning Division

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

Surrounding Existing Land Uses

Planning & Zoning Division

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Feet

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

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.8.

Meeting Date: August 22, 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 55 +/- acres from Lake County Rural Transition to City of Leesburg Estate Residential, for a property generally located west of County Road 44 and south of East Treasure Island Avenue, lying in Section 01, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Treasures Trove)

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

Analysis:
The project site is approximately 55 acres. The property is generally located west of County Road 44 and south of East Treasure Island Avenue. Currently, the property is residential and timber. The proposed use is for a single-family residential subdivision. The surrounding Future Land Use Map designations of Lake County Rural, Lake County Rural Transition, Lake County Regional Commercial, and Lake County Urban Low Density are compatible, as conditioned in the PUD zoning, with the proposed future land use designation of City Estate Residential. The proposed zoning designation of City PUD (Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

This property lies within the ISBA (Interlocal Service Boundary Area) agreement. This agreement, which was approved by the City Commission on November 24, 2014, allows property within the ISBA area but outside the current city limits to be annexed and obtain City of Leesburg utility services.

The Planning Commission held a public hearing on the application on July 21, 2022 and recommended denial. The Commission's recommendation was based on concerns about traffic along County Road 44.

Procurement Analysis:
N/A

Options:

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

Fiscal Impact:

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

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

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for amendment of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

NOW, THEREFORE,

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

Section 1.
The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on December 10, 2012, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

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

Section 2.
That this amendment is hereby transmitted to the Department of Economic Opportunity as required by the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes;

Section 3.
All ordinances or parts of ordinances in conflict the any of the provisions of this ordinance are hereby repealed;

Section 4.
This ordinance shall become effective upon its passage and adoption, according to law.

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

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Exhibit A

Legal Description

LEGAL DESCRIPTION

PARCEL 1: (ALT KEY 1779383)

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

PARCEL 2: (ALT KEY 1798892)

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

PARCEL 3: (ALT KEY 1494001)

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

CONTAINING 55.45 ACRES, MORE OR LESS.

CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

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

THE PLANNING & ZONING DIVISION RECOMMENDS:

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

1. This project meets the requirements of Chapter 163.3184 Florida Statutes, for Comprehensive Plan Amendments.

2. The proposed request, as conditioned in City of Leesburg case number PUD-22-274, is compatible with the adjacent future land use designations of City of Leesburg Estate Residential, and with Lake County designations of Urban Low Density, Rural and Rural Transition.

3. The proposed request, as conditioned in City of Leesburg Case number PUD-22-274, is compatible with the current surrounding zoning districts City of Leesburg PUD (Planned Unit Development), and with Lake County districts of CP (Planned Commercial District), CFD (Community Facility District) and A (Agriculture).

4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to **approve** the Large-Scale Comprehensive Plan designation from Lake County Rural Transition to City of Leesburg Estate Residential and forward the recommendation to the City Commission for consideration.

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: July 21, 2022

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

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

FUTURE LAND USE DESIGNATION: Lake County Rural Transition

SURROUNDING FUTURE LAND USE DESIGNATION:
North – Lake County Rural Transition; Lake County Rural
South – Lake County Rural Transition
East – Lake County Urban Low Density; Lake County Regional Commercial
West – Lake County Rural Transition

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:
North – Lake County A (Agriculture); Lake County CP (Planned Commercial District)
South – Lake County A (Agriculture)
East – Lake County A (Agriculture); Lake County CFD (Community Facility District)
West – Lake County A (Agriculture)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Residential; Timber

SURROUNDING LAND USE:
North – Residential; Agriculture
South – Agriculture
East – Agriculture
West – Agriculture; Institutional

PROPOSED LAND USE: Single Family Residential subdivision

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

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

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 7/15/22

FIRE

No comments received as of 7/15/22

ELECTRIC

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

GAS

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

GIS

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

BUILDING

No comments received as of 7/15/22

PUBLIC WORKS

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

ADDRESSING

No comments received as of 7/15/22

ECONOMIC DEVELOPMENT

No comments received as of 7/15/22

LAKE COUNTY PUBLIC WORKS

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

LAKE COUNTY SCHOOLS

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

PUBLIC RESPONSES

Approval

No comments received as of 7/15/22

Disapproval

2 disapprovals 2 with comments

No comment

No comments received as of 7/15/22

Notice of Appearance filed:

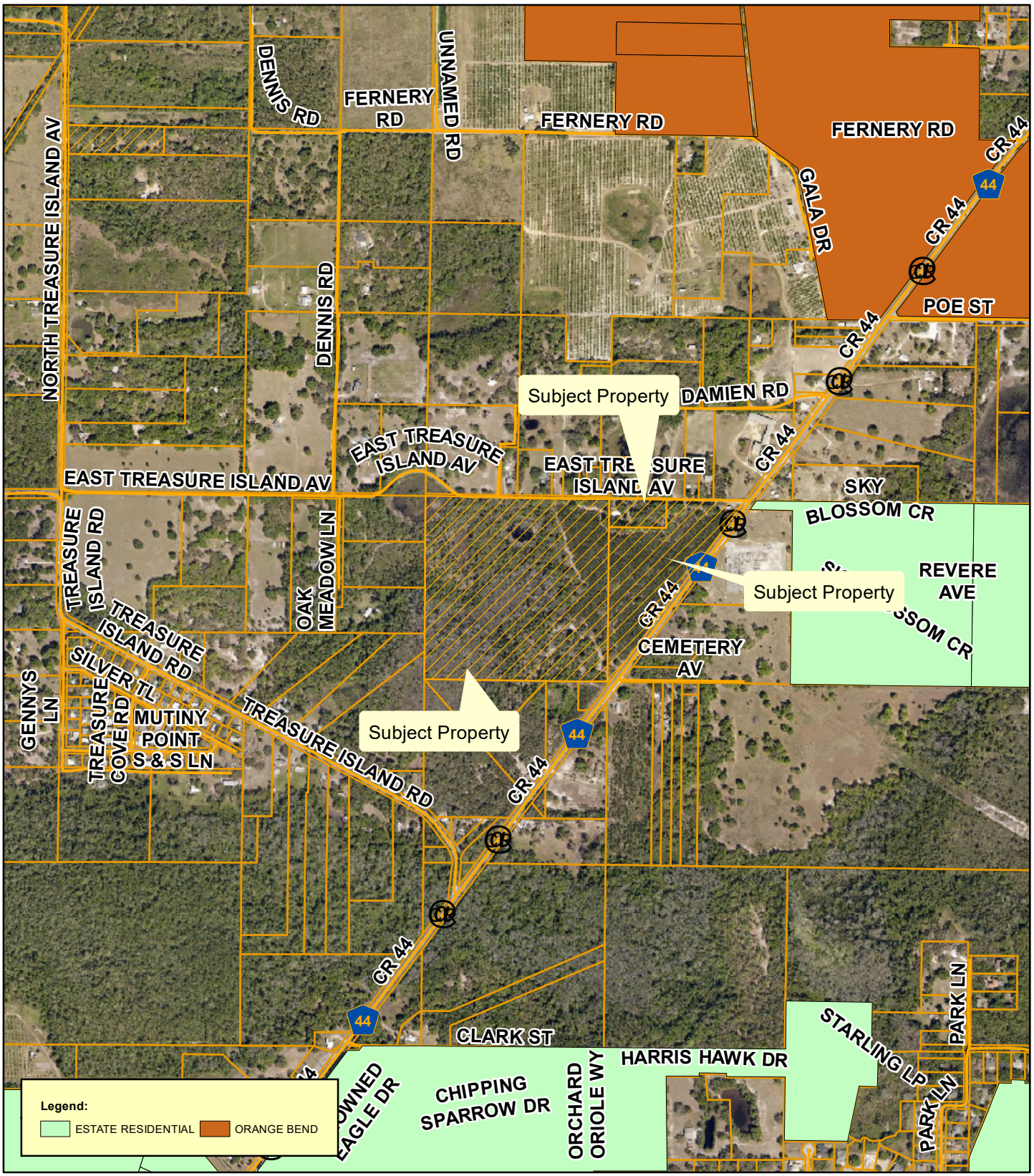
PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

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

Sue L. Wakefield – As a long time resident I know there is a wetland - (see map) area at the west end of this property. Also some old lovely big oak trees. East Treasure Island Ave is a very small road, barely 2 cars wide. Traffic would be a nightmare, with 2 other subdivisions going up within ¾ mile, there is no good reason for yet another one – except GREED!

Future Land Use



Planning & Zoning Division

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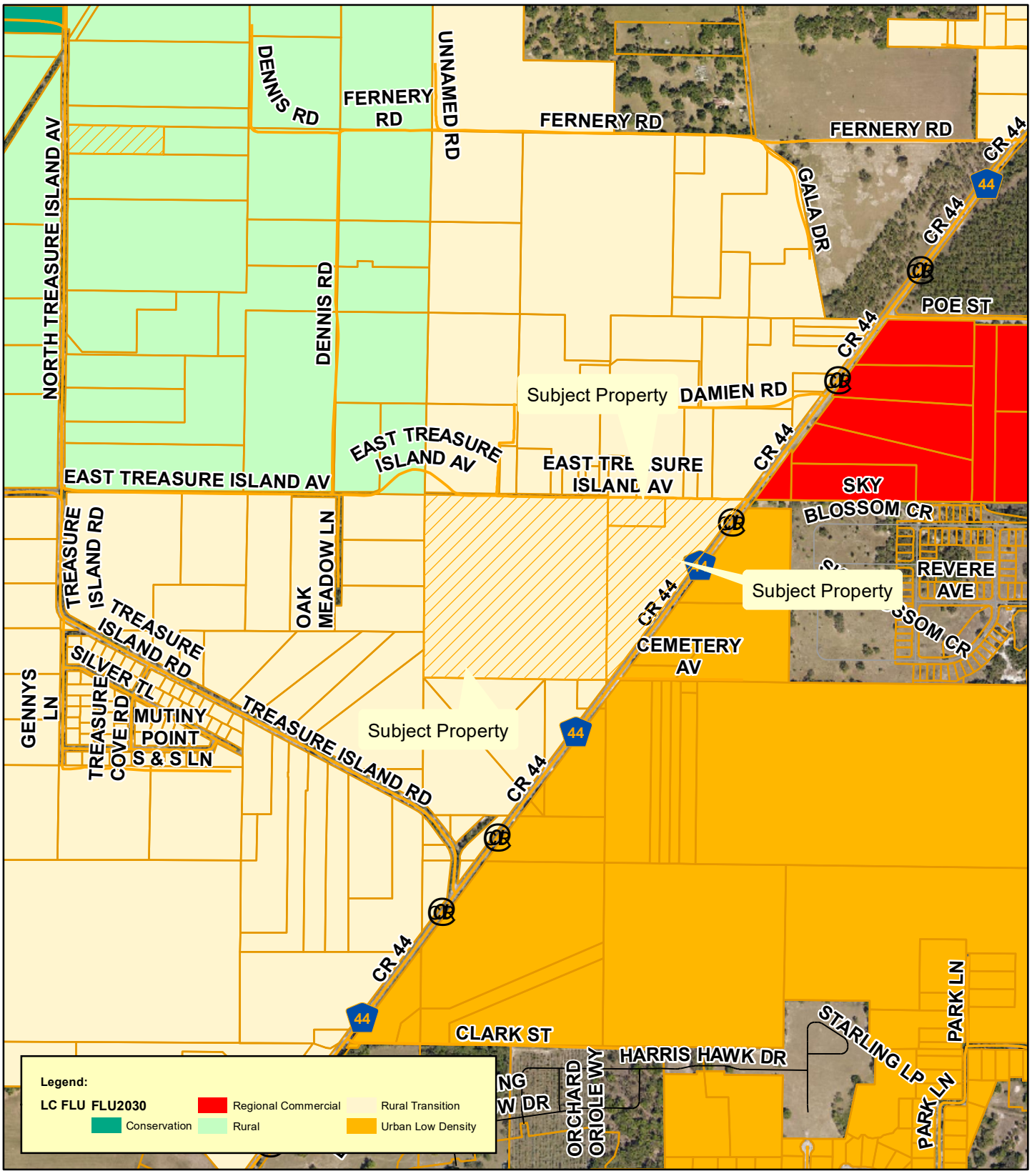
Treasures Trove
East Treasure Island Avenue
AK#s: 1779383, 1798892, 1494001
Section 1, Township 19 South, Range 25 East
June 30, 2022

Lake County Future Land Use



Planning & Zoning Division

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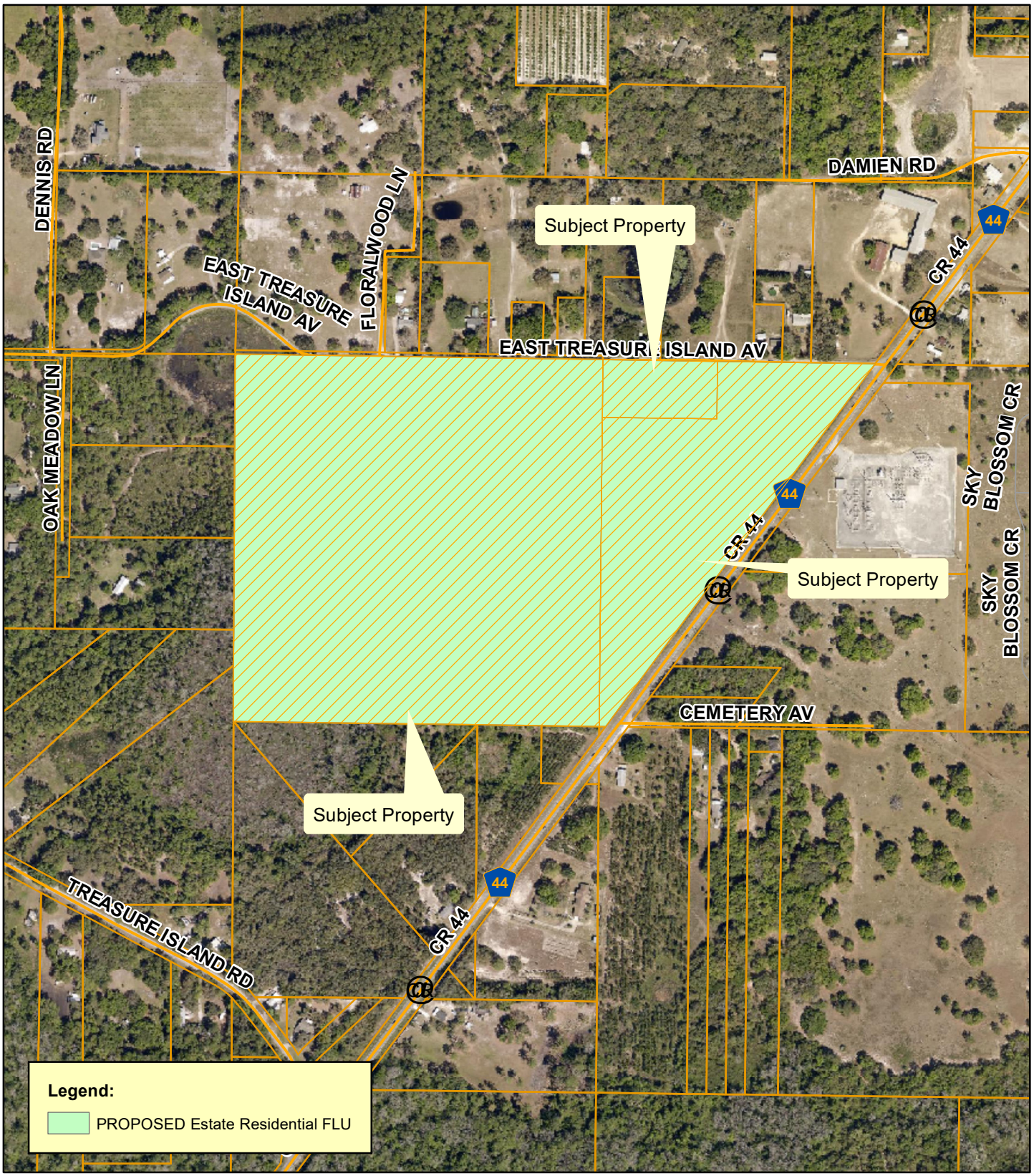
East Treasure Island Avenue
AK#s: 1779383, 1798892, 1494001
Section 1, Township 19 South, Range 25 East
June 30, 2022

PROPOSED Future Land Use



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

Surrounding Existing Land Uses

Planning & Zoning Division

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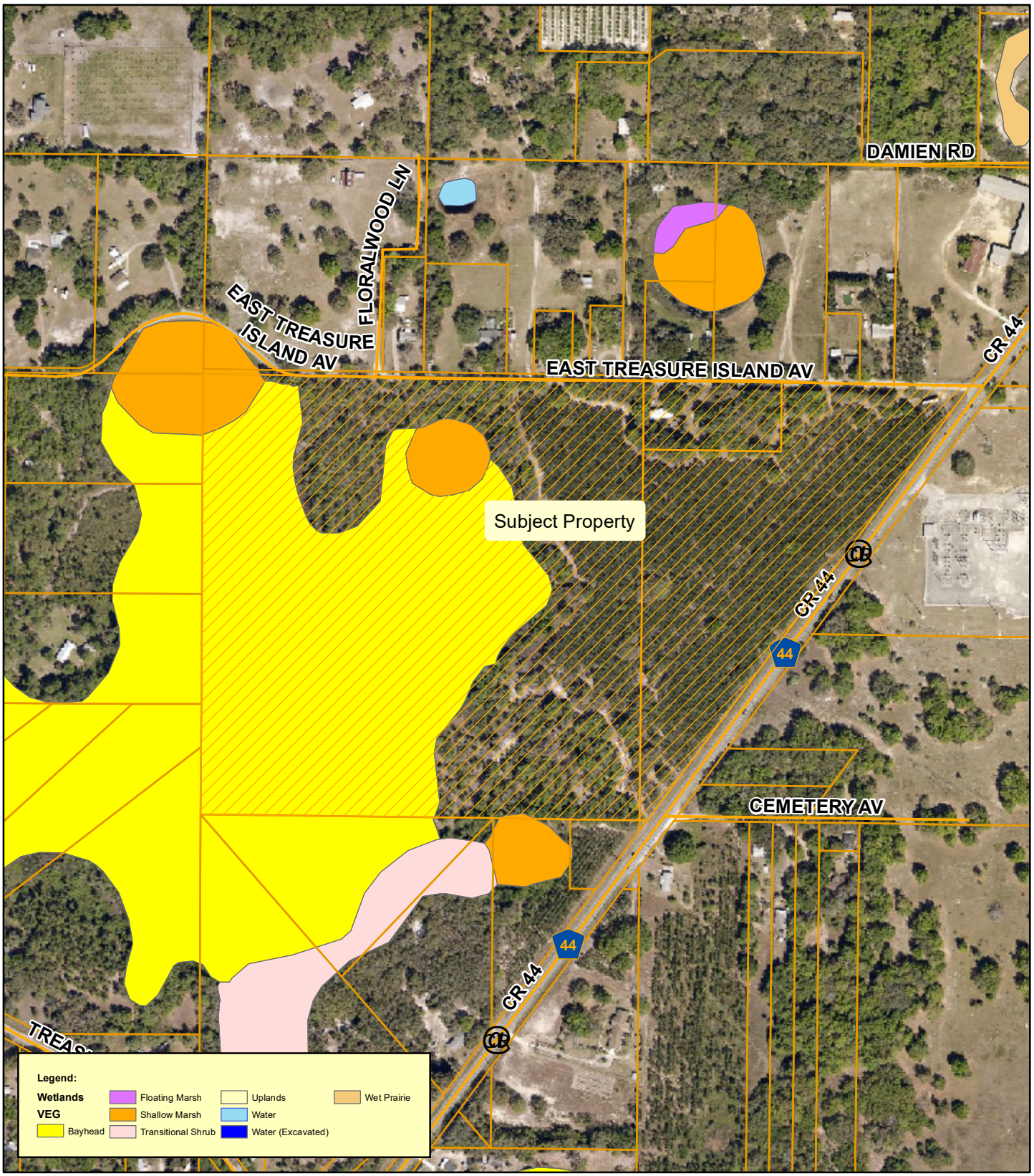
East Treasure Island Avenue
AK#s: 1779383, 1798892, 1494001
Section 1, Township 19 South, Range 25 East
June 16, 2022

Wetlands



Planning & Zoning Division

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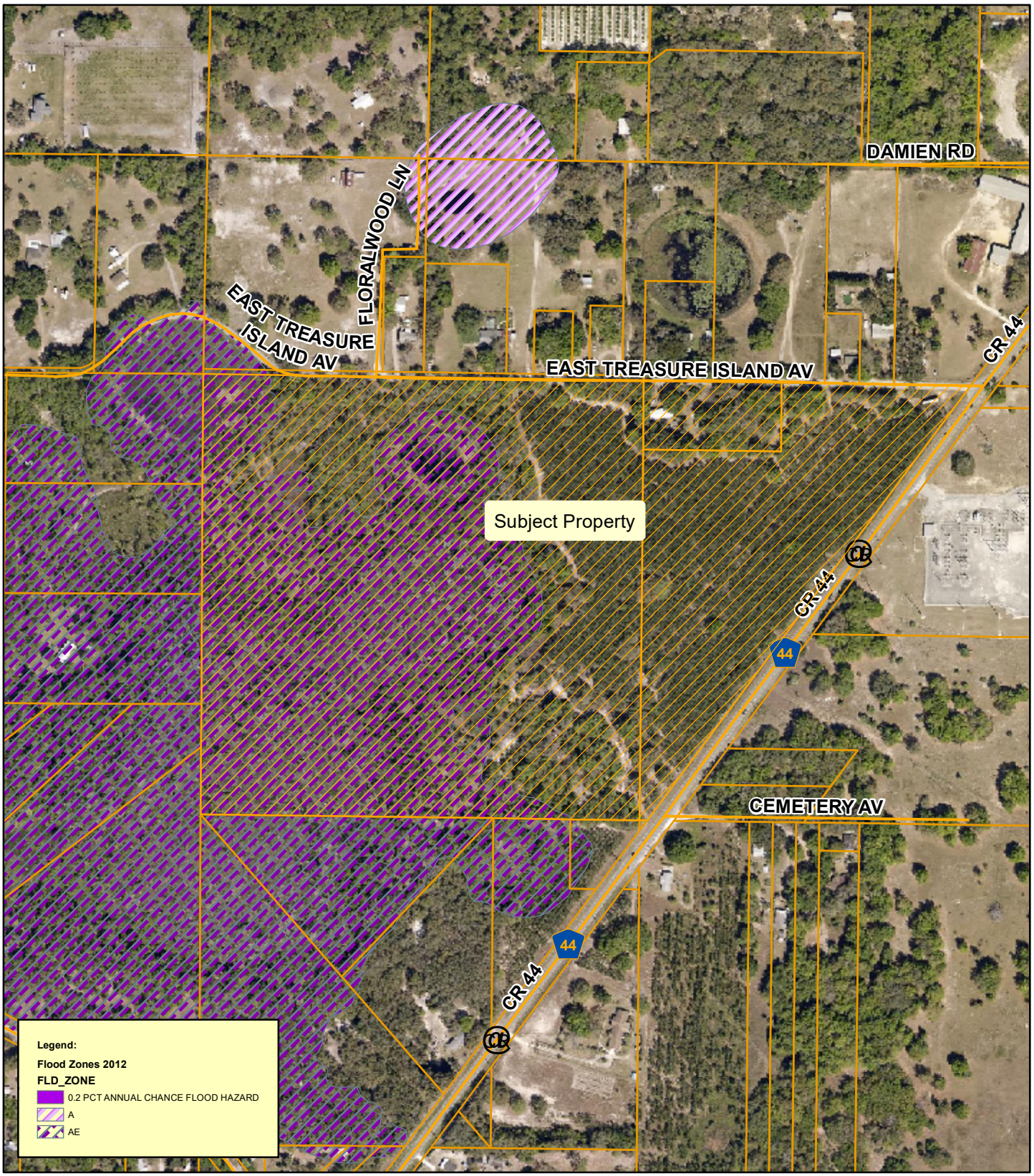
East Treasure Island Avenue
AK#s: 1779383, 1798892, 1494001
Section 1, Township 19 South, Range 25 East
June 16, 2022

Flood Zones



Planning & Zoning Division

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

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.9.

Meeting Date: August 22, 2022

From: Dan Miller, (Planning and Zoning Director)

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

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

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

The Planning Commission held a public hearing on the application on July 21, 2022 and recommended denial. The Commission's recommendation was based on traffic concerns along County Road 44.

Procurement Analysis:
N/A

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

Fiscal Impact:
Future development of this site will create a substantial positive fiscal impact on the City of Leesburg, in

the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

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

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

Section 1.
Based upon the petition of Jerome L. Henin (Agent) for Treasures Trove, Inc. of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit A)

Section 2.

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

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

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Exhibit A

Legal Description

LEGAL DESCRIPTION

PARCEL 1: (ALT KEY 1779383)

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

PARCEL 2: (ALT KEY 1798892)

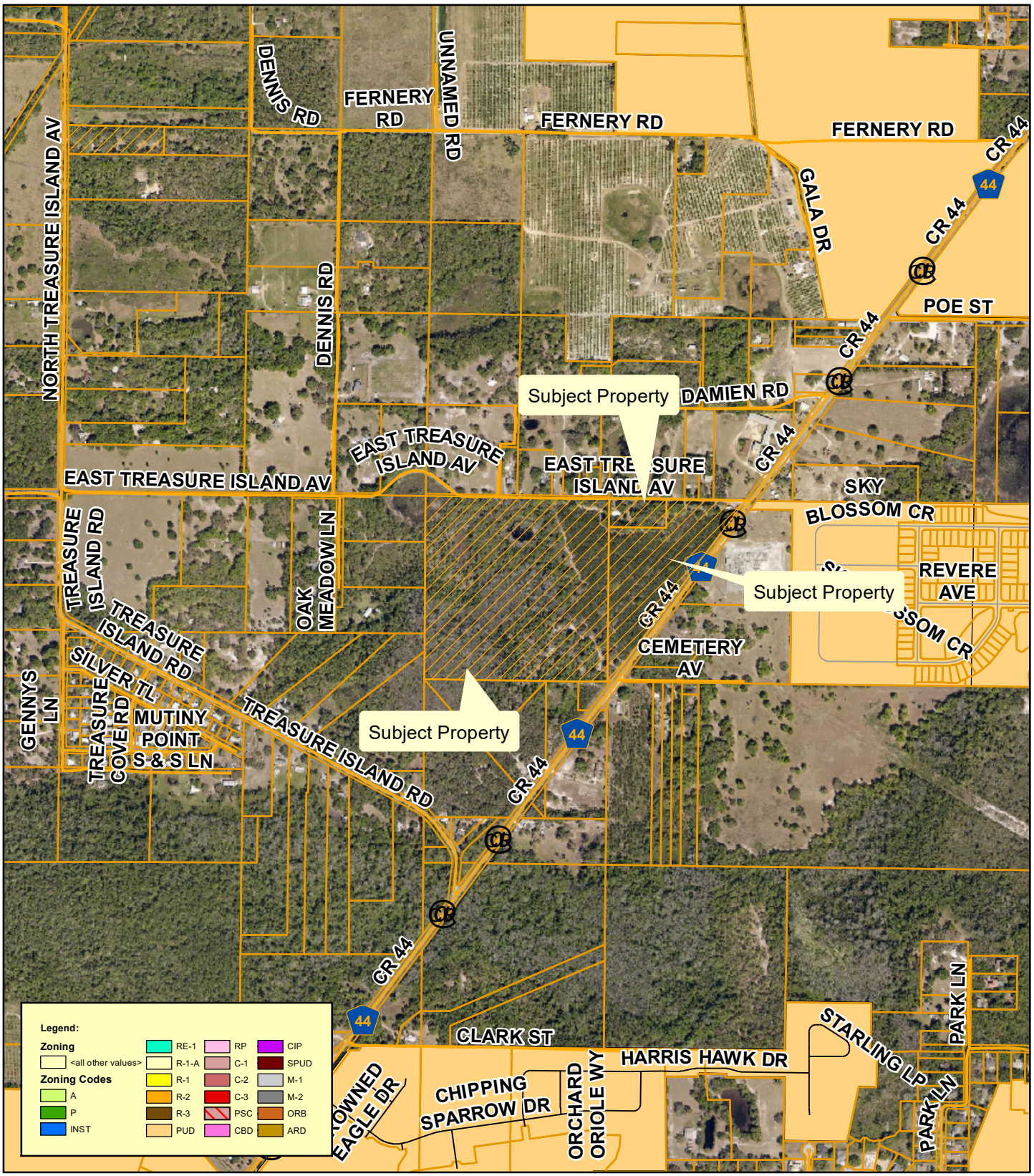
THAT PART OF LOTS 1 AND 2 LYING WEST OF THE WESTERLY LINE OF THE RIGHT-OF-WAY OF STATE ROAD NO. 44, LESS THE NORTH 208.71 FEET OF THE WEST 417.42 FEET OF LOT 1, AND ALL OF LOT 3, BLOCK 5, REVISED AND CORRECTED PLAT OF RE-SUBDIVISION OF SUBDIVISION OF SILVER LAKE ESTATES, ACCORDING TO THE MAP OR PLAT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

PARCEL 3: (ALT KEY 1494001)

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

CONTAINING 55.45 ACRES, MORE OR LESS.

Zoning



Planning & Zoning Division

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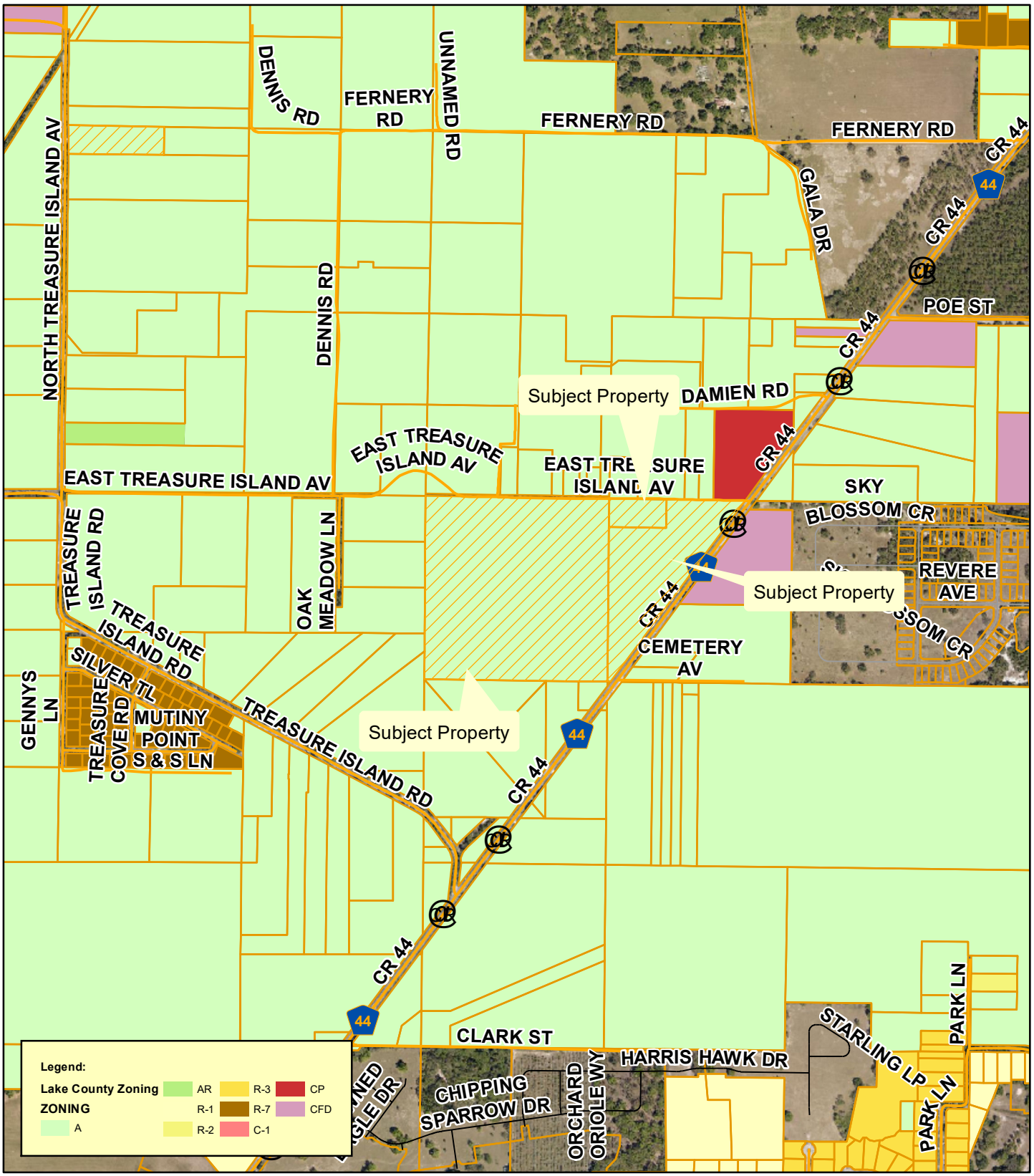
Treasures Trove
East Treasure Island Avenue
AK#s: 1779383, 1798892, 1494001
Section 1, Township 19 South, Range 25 East
June 30, 2022

Lake County Zoning



Planning & Zoning Division

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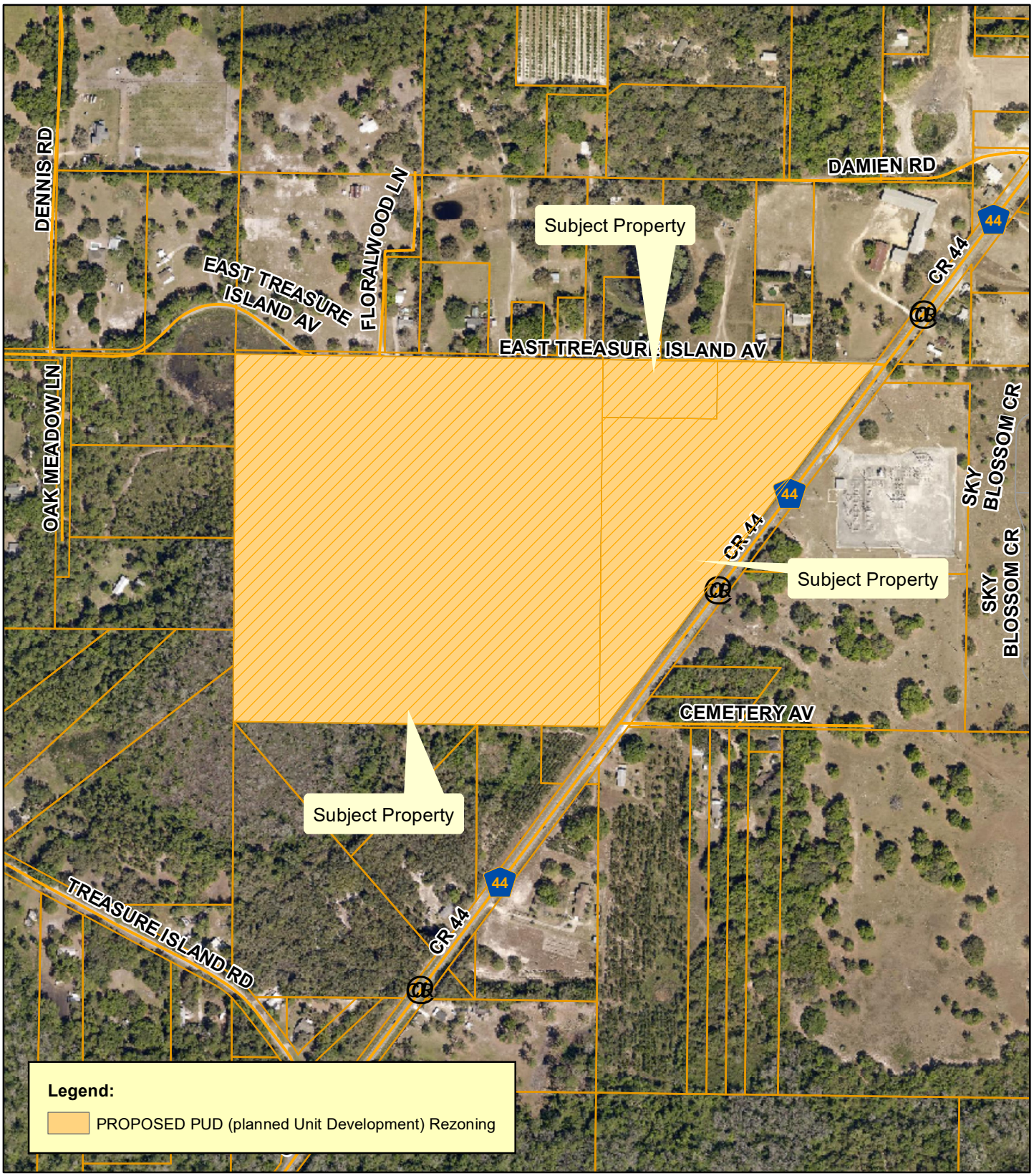
Treasures Trove
East Treasure Island Avenue
AK#s: 1779383, 1798892, 1494001
Section 1, Township 19 South, Range 25 East
June 30, 2022

PROPOSED Zoning



Planning & Zoning Division

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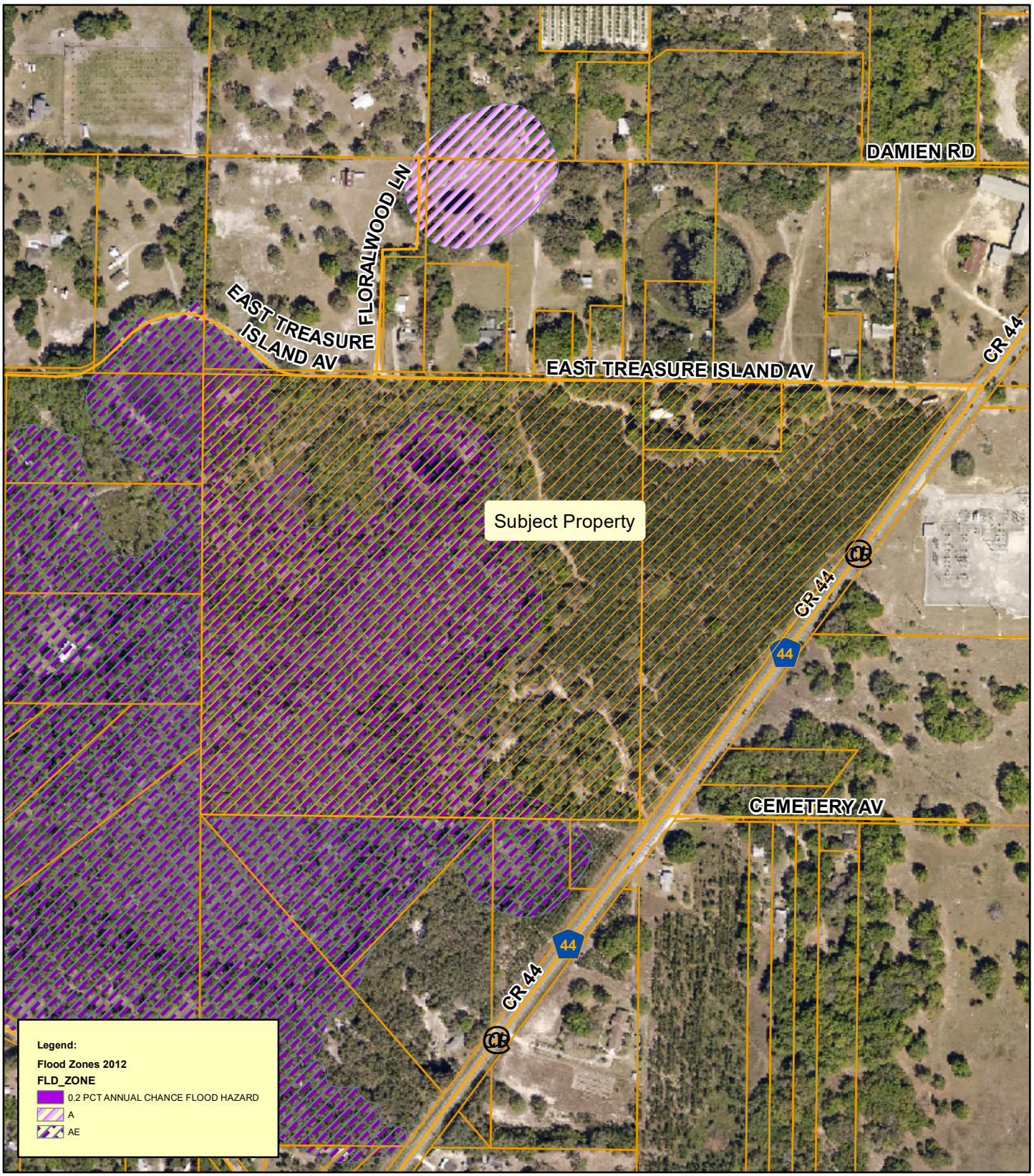
Treasures Trove
East Treasure Island Avenue
AK#s: 1779383, 1798892, 1494001
Section 1, Township 19 South, Range 25 East
June 16, 2022

Flood Zones



Planning & Zoning Division

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

Surrounding Existing Land Uses

Planning & Zoning Division

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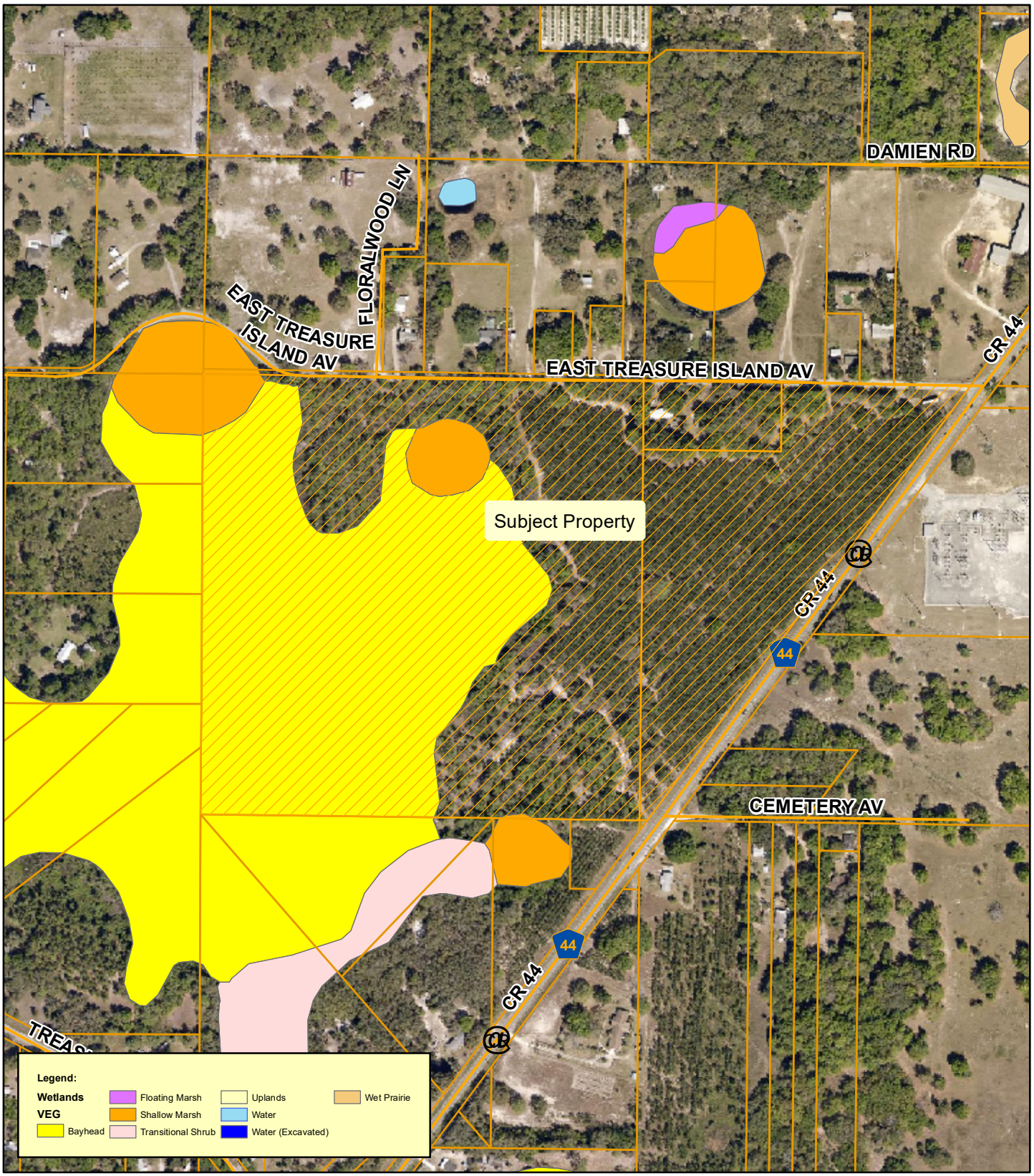
Treasures Trove
East Treasure Island Avenue
AK#s: 1779383, 1798892, 1494001
Section 1, Township 19 South, Range 25 East
June 16, 2022

Wetlands



Planning & Zoning Division

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Feet

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

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: July 21, 2022

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

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

FUTURE LAND USE DESIGNATION: Lake County Rural Transition

SURROUNDING FUTURE LAND USE DESIGNATION:
North – Lake County Rural Transition; Lake County Rural
South – Lake County Rural Transition
East – Lake County Urban Low Density; Lake County Regional Commercial
West – Lake County Rural Transition

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:
North – Lake County A (Agriculture); Lake County CP (Planned Commercial District)
South – Lake County A (Agriculture)
East – Lake County A (Agriculture); Lake County CFD (Community Facility District)
West – Lake County A (Agriculture)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Residential; Timber

SURROUNDING LAND USE:
North – Residential; Agriculture
South – Agriculture
East – Agriculture
West – Agriculture; Institutional

PROPOSED LAND USE: Single Family Residential subdivision

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

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

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 7/15/22

FIRE

No comments received as of 7/15/22

ELECTRIC

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

GAS

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

GIS

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

BUILDING

No comments received as of 7/15/22

PUBLIC WORKS

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

ADDRESSING

No comments received as of 7/15/22

ECONOMIC DEVELOPMENT

No comments received as of 7/15/22

LAKE COUNTY PUBLIC WORKS

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

LAKE COUNTY SCHOOLS

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

PUBLIC RESPONSES

Approval

No comments received as of 7/15/22

Disapproval

2 disapprovals 2 with comments

No comment

No comments received as of 7/15/22

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

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

Sue L. Wakefield – As a long time resident I know there is a wetland - (see map) area at the west end of this property. Also some old lovely big oak trees. East Treasure Island Ave is a very small road, barely 2 cars wide. Traffic would be a nightmare, with 2 other subdivisions going up within ¾ mile, there is no good reason for yet another one – except GREED!

CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

OWNER: Levy A. Wong, Trustee
PETITIONER: Traderscove Corporation, Jerome Henin
PROJECT: Treasures Trove
REQUEST: Rezoning from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development)
CASE NO.: PUD-22-274

THE PLANNING & ZONING DIVISION RECOMMENDS:

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

1. This project meets the requirements of Chapter 163.3184 Florida Statutes, for Comprehensive Plan Amendments.

2. The proposed request, as conditioned in City of Leesburg case number PUD-22-274, is compatible with the adjacent future land use designations of City of Leesburg Estate Residential, and with Lake County designations of Regional Commercial, Urban Low Density, Rural Transition and Rural.

3. The proposed request as conditioned in City of Leesburg Case number PUD 22-274, is compatible with the current surrounding zoning districts of City of Leesburg PUD (Planned Unit Development); and with Lake County districts CP (Planned Commercial District), CFD (Community Facility District), and A (Agriculture).

4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to **approve** the rezoning from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) and forward the recommendation to the City Commission for consideration.

TREASURES TROVE SUBDIVISION
PUD (PLANNED UNIT DEVELOPMENT CONDITIONS)
July 21, 2022

These Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district are granted by the City of Leesburg Planning Commission, Lake County, Florida to **Traderscove Corporation, P.O. Box 940, Winter Park, Florida 32970 (Jerome Henin,- Agent)** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed residential development consisting of approximately 55.45 acres containing a maximum of 155 detached single-family residential units generally located south of East Treasure Island Avenue and west of State Road 44, on a site within the City of Leesburg in accordance with their PUD application and supplemental information.

PURPOSE

The purpose of this document is to provide appropriate zoning standards for a high-quality built environment through the application of flexible and diversified land development requirements, which shall be implemented in conjunction with a master site development plan and the City of Leesburg Code of Ordinances, therefore allowing for more efficient and optimal use of the subject property, and to increase the overall economic opportunity and employment base of Leesburg, Florida.

CONDITIONS

The following conditions shall apply to the development proposed herein. If any instance where the conditions of this document may conflict with the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. **PERMISSION** is hereby granted to **Traderscove Corporation, P.O. Box 940, Winter Park, Florida 32970 (Jerome Henin, - Agent) Agent)** to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.

2. **LEGAL DESCRIPTION**
   See attached **Exhibit B, Legal Description**.

3. **LAND USE**
   The above-described property, containing approximately 55.45 acres, shall be used for platted single-family residential development, pursuant to City of Leesburg development codes and standards.

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

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

4. DEVELOPMENT STANDARDS

A. The project shall contain a maximum of 155 detached single-family residential units, at a gross density not to exceed 2.8 units per acre on the approximately 55.45-acre site, as shown on **Exhibit C, Conceptual Development Plan**.

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

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

D. The minimum lot development standards shall be as follows:
   1. <u>For 50 x 110-foot lots:</u>
      a. Minimum house size: 1,500 square feet
      i. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
      b. Minimum lot size shall be 5,500 square feet.
      c. Minimum lot width 50 feet
      d. Minimum lot depth 110 feet
      e. Minimum building setbacks:
         Front – 25 feet;
         Porch – 20 feet (porch must be a minimum width of 5 feet).
         Rear – 18 feet;
         Side – 5 feet;
         Corner Side – 15 feet.

2. For 50 x 120-foot lots:
    a. Minimum house size: 1,500 square feet
        i. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
    b. Minimum lot size shall be 6,000 square feet.
    c. Minimum lot width 50 feet
    d. Minimum lot depth 120 feet
    e. Minimum building setbacks:
        Front – 25 feet;
        Porch – 20 feet (porch must be a minimum width of 5 feet).
        Rear – 18 feet;
        Side – 5 feet;
        Corner Side – 15 feet.

3. For 60 x 120-foot lots:
    a. Minimum house size: 1,700 square feet
        i. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
    b. Minimum lot size shall be 7,200 square feet.
    c. Minimum lot width 50 feet
    d. Minimum lot depth 120 feet
    e. Minimum building setbacks:
        Front – 25 feet;
        Porch – 20 feet (porch must be a minimum width of 5 feet).
        Rear – 18 feet;
        Side – 7.5 feet;
        Corner Side – 15 feet.

E. For all structures:
1. Each residential structure shall have a minimum two car garage.
2. Each 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, Façade Samples** herein are considered conceptual.

E. The Permittee shall utilize "Dark Sky" lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are shown on **as Exhibit E,** attached hereto.

6. OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS

A. A minimum of 35% open space shall be provided throughout the development. Open space may consist of buffers, wetlands retention and recreation areas.

B. A minimum twenty-five (25) foot buffer tract with plantings as shown in Figure A below, shall be provided along the entire boundary of the property. This landscape buffer shall be separate from all other platted lots, shall not be part of individually platted residential 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 canopy or understory tree, located in the back yard. All other requirements for tree planting based on lot size under the Code of Ordinances shall remain in effect.

D. A spilt-rail fence, of either wood or vinyl/synthetic construction, shall be installed around the entire perimeter of the property. This fence shall be installed at a minimum height of four (4) feet. Said fence shall be maintained by the Property Owners or Homeowners Association. A solid six-foot fence of PVC or other synthetic material, shall be allowed as an option to the split-rail fence.

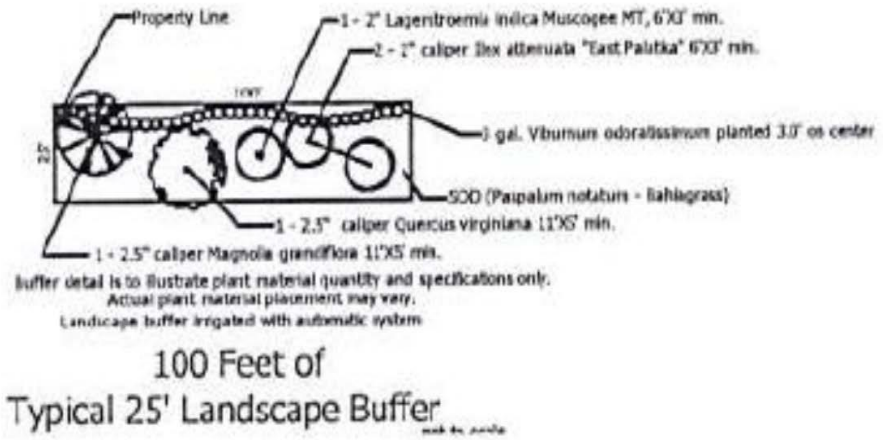
E. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.

F. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below.

Figure A

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

Figure B



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

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

7. SITE ACCESS AND SIGNAGE

A. The main vehicular access to the project site shall consist of at least one primary access point on State Road 44, and one alternate access point on East Treasure Island Avenue, as legally prescribed by Lake County Public Works, and/or FDOT as applicable, and shown on the Master Development Plan - Exhibit C, as amended. All access points are conceptual and subject to Lake County review. Actual location and design of all roads shall be determined during the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject to site plan application review process.

B. All access points shall be designed to allow emergency access vehicles room to maneuver. This entrance shall be reviewed and adjusted by staff as needed at the Site Plan and Construction Plan review.
   1. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be reviewed by Lake County Public Works.
   2. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
   3. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.

C. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.

D. 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. <u>All roads within the development shall be constructed to meet the City of Leesburg's standards, ARTICLE VII – TECHNICAL STANDARDS, as amended.</u>

1. <u>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.</u>

2. <u>Should the Permittee (or designee) choose to retain the roadways, the Permittee shall establish an appropriate legal entity that shall accept</u>

responsibility to pay the cost and perform all services required to maintain the roads and transportation improvements to City of Leesburg codes and standards, as amended. A Homeowners or Property Owners Association, or other such legal entity will be considered acceptable.

H. Sidewalks shall be provided on both sides of the entrance road(s) and internal roads, and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall contain sidewalks on both sides of each street. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

9. UTILITIES

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

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

B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new home projects in the city, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.

C. Developer shall be responsible for the installation of a natural gas water heater and natural gas furnace in eighty percent (80%) of all homes in the development as required by the City of Leesburg Code of Ordinances as amended.

D. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

10. STORMWATER/DRAINAGE MANAGEMENT

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

any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.

B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.

C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's or property owners association is an acceptable maintenance entity.

D. The existing 100-year flood plain on the property shall be shown on all plans and lots.

E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.

F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.

G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.
   1. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
   2. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

11. WETLANDS, FLOOD ZONES & WILDLIFE

A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.

B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association.

The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.

C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.

D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.

E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.

F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.

G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.

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

I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.

J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USAGE

A. All landscaped areas shall be irrigated and designed to meet Section 25-327, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.

B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

13. RECREATIONAL REQUIREMENTS

A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall be provided at a rate of 200 square feet per residential unit, and shall consist of not less than 31,000 square feet 0.71 acres).

B. Recreational requirements shall include at least one primary active recreation area. Recreation areas may include such uses as a children's playground with equipment, dog park area or gazebo, swimming pool, clubhouse or other amenities as reviewed and approved by staff. The primary recreational facility shall be constructed in conjunction with and completed no later than the completion of 50% of the approved maximum number of residential units.

C. Credit for recreational space shall be given for areas dedicated to recreational space, to include items such as a clubhouse with recreation room, swimming pool, outdoor cooking facilities such as grills, youth playgrounds, play courts, dog parks or other similar uses which will meet the intent of this document. Other similar uses which will meet the intent of this document may be supplied by the developer.

D. Active recreational activity space shall be calculated at a rate of 1.25 times for activities such as, but not limited to:

1. Trails, playgrounds, basketball, tennis, handball courts, etc.
2. Community swimming pool, including the deck area surrounding such pools.
3. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreational purposes.
4. Other active recreational activities may be used for credit, subject to approval by the City of Leesburg.

14. MAINTENANCE

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

15. DEVELOPMENT PHASING & IMPLEMENTATION

A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in these PUD Conditions of Approval, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.

B. Implementation of the project shall substantially commence one-hundred twenty (120) months after approval of this Planned Development. In the event, the conditions of the PUD have not been substantially implemented during the required time period, the City of Leesburg shall have the option of scheduling the PUD, with due notice to the owner and surrounding property owners, for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to another appropriate zoning classification.

C. As part of the overall development process, if the project is constructed in phases, then plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

16. MISCELLANEOUS CONDITIONS

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

B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.

C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.

D. The transfer of ownership or lease of any or all of the property described in these PUD Conditions of Approval shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.

E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

17. LEVELS OF SERVICE

A. Levels of Service

a. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid water. No final development order (site plan and building

permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities
   1. Projected Capacities
      i. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

C. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

D. Commitment of Capacity
   1. There are no previous commitments of any existing or planned excess capacity for this property.

E. Ability to Provide Services
   1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
   2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

18. NOTICE REQUIREMENTS

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

LEGAL DESCRIPTION

PARCEL 1: (ALT KEY 1779383)

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

PARCEL 2: (ALT KEY 1798892)

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

PARCEL 3: (ALT KEY 1494001)

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

CONTAINING 55.45 ACRES, MORE OR LESS.

EXHIBIT C **CONCEPTUAL SITE PLAN**

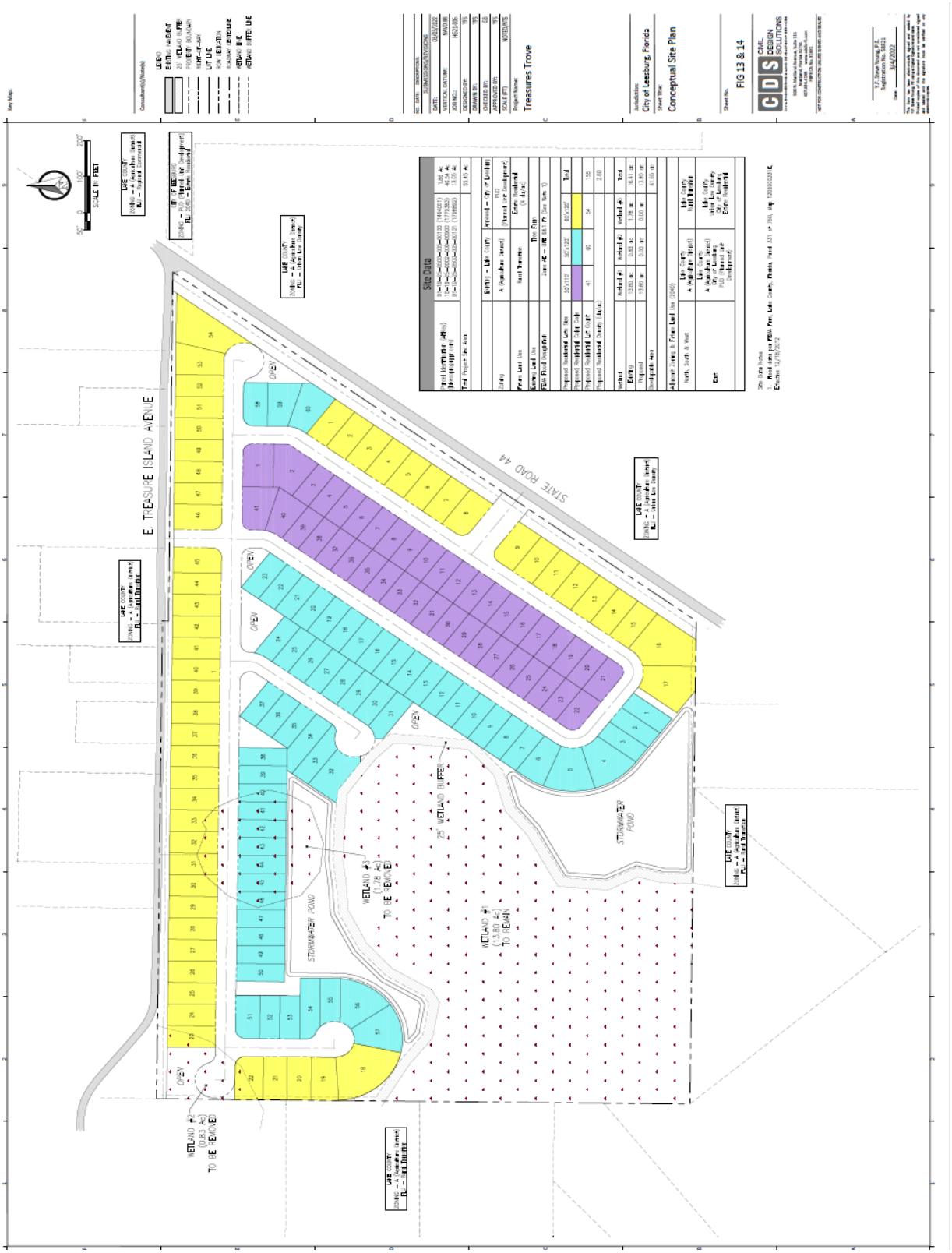


EXHIBIT D **FAÇADE SAMPLES**

Elevation - "MH"

Elevation - "MS"

Elevation - "MG"

Elevation - "MC"

Elevation - "MS"

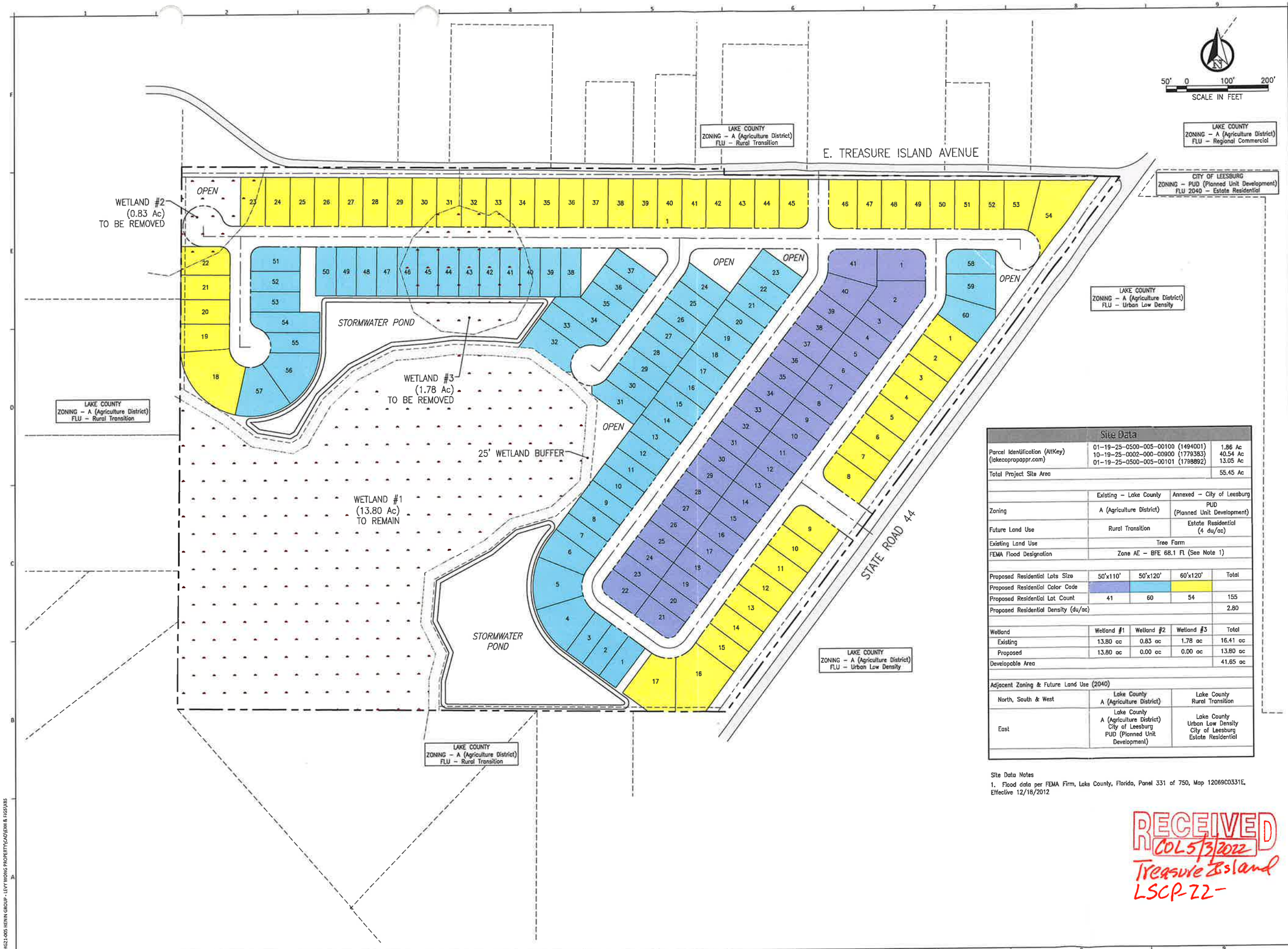
Elevation - "MG"

Elevation - "MG"

Elevation - "MS"

Elevation - "MH"

TYPICAL DARK SKY LIGHTING FIXTURES



Site Data		
Parcel Identification (AltKey) (lakecopropappr.com)	01-19-25-0500-005-00100 (1494001) 10-19-25-0002-000-00900 (1779383) 01-19-25-0500-005-00101 (1788892)	1.86 Ac 40.54 Ac 13.05 Ac
Total Project Site Area		55.45 Ac

	Existing – Lake County	Annexed – City of Leesburg
Zoning	A (Agriculture District)	PUD (Planned Unit Development)
Future Land Use	Rural Transition	Estate Residential (4 du/ac)
Existing Land Use	Tree Farm	
FEMA Flood Designation	Zone AE – BFE 68.1 Ft (See Note 1)	

Proposed Residential Lots Size	50'x110'	50'x120'	60'x120'	Total
Proposed Residential Color Code				
Proposed Residential Lot Count	41	60	54	155
Proposed Residential Density (du/ac)				2.80

Wetland	Wetland #1	Wetland #2	Wetland #3	Total
Existing	13.80 ac	0.83 ac	1.78 ac	16.41 ac
Proposed	13.80 ac	0.00 ac	0.00 ac	13.80 ac
Developable Area				41.65 ac

Adjacent Zoning & Future Land Use (2040)		
North, South & West	Lake County A (Agriculture District)	Lake County Rural Transition
East	Lake County A (Agriculture District) City of Leesburg PUD (Planned Unit Development)	Lake County Urban Low Density City of Leesburg Estate Residential

Site Data Notes

1. Flood data per FEMA Firm, Lake County, Florida, Panel 331 of 750, Map 12069C0331E, Effective 12/18/2012

RECEIVED
COL 5/3/2022
Treasure Island
LSCP-22-

Key Map:

Consultant(s)/Note(s)

LEGEND
- EXISTING PAVEMENT
- 25' WETLAND BUFFER
- PROPERTY BOUNDARY
- RIGHT-OF-WAY
- LOT LINE
- ROW DEDICATION
- ROADWAY CENTERLINE
- WETLAND LINE
- WETLAND BUFFER LINE

NO.	DATE:	DESCRIPTIONS:
SUBMISSIONS/REVISIONS		

DATE:	03/03/2022
VERTICAL DATUM:	NAVD 88
JOB NO.:	HG21-005
DESIGNED BY:	YFS
DRAWN BY:	YFS
CHECKED BY:	GB
APPROVED BY:	YFS
SCALE (FT)	NOTED/NTS

Project Name:
Treasures Trove

Jurisdiction:
City of Leesburg, Florida

Sheet Title:
Conceptual Site Plan

Sheet No.
FIG 13 & 14

CDS CIVIL DESIGN SOLUTIONS
CIVIL ENGINEERING & LAND DEVELOPMENT SERVICES
500 N. Maitland Avenue, Suite 111
Maitland, Florida 32751
407.636.4198 www.cdsllc-fl.com
FBPE CA No. 31631

NOT FOR CONSTRUCTION UNLESS SIGNED AND SEALED

Y.F. Steve Young, P.E.
Registration No. 58821
Date: 3/4/2022

This item has been electronically signed and sealed by Y.F. Steve Young, PE using a Digital Signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

P:\HG21-005 HENIN GROUP - LEVY WONG PROPERTY\GAD\EXH & FIGS\XBS

Elevation - “MC”

Elevation - “MG”

Elevation - “MS”

Elevation - "MH"

Elevation - "MG"

Elevation - "MS"

Elevation - "MC"

Elevation - "MG"

Elevation - "MS"

Elevation - “MG”

Elevation - “MH”

Elevation - “MS”

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.10.

Meeting Date: August 22, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 717 +/- acres; and being generally located east of US Highway 27, south of Dewey Robbins Road and north of Florida's Turnpike, lying in Sections 05, 06, and 07, Township 21 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Bar-Key Groves)

Staff Recommendation:
The Planning and Zoning staff and the Planning Commission recommend approval of the proposed ordinance for annexation of the Bar Key Groves.

Analysis:
The applicant has submitted a request for annexation of approximately 717 acres of land generally located east of US Highway 27, south of Dewey Robbins Road and north of Florida's Turnpike, as shown on the attached General Location Map. At this time, the property is pasture acreage. The current zoning is Lake County A (Agriculture); the proposed zoning is City PUD (Planned Unit Development). The reason for this request is to connect to attain water and sewer service to develop the property. The proposal of the property is for residential development.

The property is surrounded by Lake County A (Agriculture), Lake County C-2 (Community Commercial District), and City PUD (Planned Unit Development). Under the conditions of the PUD (Planned Unit Development) zoning case which is also on this agenda, no negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda, is a Large-Scale Comprehensive Plan Amendment, which, along with the Planned Unit Development Application, had recommendations for approval from the staff and Planning Commission at the public hearing held on July 21, 2022.

Procurement Analysis:
N/A

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

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 717 +/- ACRES; AND BEING GENERALLY LOCATED EAST OF US HIGHWAY 27, SOUTH OF DEWEY ROBBINS ROAD AND NORTH OF FLORIDA'S TURNPIKE, LYING IN SECTIONS 05, 06, AND 07, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 3; AND PROVIDING AN EFFECTIVE DATE. (BAR-KEY GROVES)

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 Cynthia Tarapani (Tarapani Planning, Agent) for Bar-Key Groves, 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 hereby is assigned to City Commission District 3;

Section 3.
All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 4.
This ordinance shall become effective immediately upon approval at second reading.

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

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Exhibit A

Legal Description

BAR KEY LEGAL DESCRIPTION

Document B3- Comprehensive Plan Amendment Application

PARCEL ONE: THE EAST 660 FEET OF THE NW 1/4 (ALSO KNOWN AS GOVERNMENT LOTS 3 AND 4) AND THE EAST 845.8 FEET OF THE WEST 1785.8 FEET OF THE SOUTH 805 FEET OF GOVERNMENT LOT 4; AND ALL OF GOVERNMENT LOT 6, EAST OF U.S. HIGHWAY 27, STATE ROAD NO. 25, AND ALL THE GOVERNMENT LOT 6. LESS A PORTION BEGINNING 2682.65 FEET NORTH OF SW CORNER OF SECTION 6, RUN EAST TO THE WATERS' EDGE OF FISH HOOK LAKE, THENCE SOUTHERLY, SOUTHEASTERLY AND SOUTHWESTERLY ALONG WATERS' EDGE OF SAID LAKE TO INTERSECT THE WEST BOUNDARY OF SAID SECTION 6, THENCE NORTH TO P.O.B.

PARCEL TWO: THE SW 1/4 OF NE 1/4, LESS THE SOUTH 600 FEET; THE NW 1/4 OF NE 1/4; AND THAT PORTION OF NE 1/4 OF NE 1/4 LYING AND BEING NORTH AND WEST OF A STRAIGHT LINE DRAWN FROM THE NW CORNER OF THE SE 1/4 OF NE 1/4 OF SECTION 7, TO A POINT ON THE EAST BOUNDARY OF SECTION 6, 901.55 FEET NORTH OF THE SE CORNER OF SECTION 6, AND THE NE CORNER OF SECTION 7, ALL IN SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

AND

THE EAST 1/2 OF SECTION 6, LESS THAT PORTION OF THE SE 1/4 OF SE 1/4 THAT LIES EAST AND SOUTH OF A STRAIGHT LINE DRAWN FROM NW CORNER OF THE SE 1/4 OF THE NE 1/4 OF SECTION 7 TO A POINT ON THE EAST BOUNDARY OF SECTION 6, THAT IS 901.55 FEET NORTH OF THE SE CORNER OF SECTION 6.

AND

THE EAST 1/2 OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, THE SAME BEING THE SE 1/4 OF THE NW 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LESS BEGIN ON THE SOUTH LINE OF NW 1/4, SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST AT A POINT SOUTH 89° 26' 11" WEST A DISTANCE OF 911.10 FEET FROM THE CENTER OF SECTION 7, RUN THENCE SOUTH 89° 26' 11" WEST ALONG SAID SOUTH LINE A DISTANCE OF 314.88 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF SW 1/4 OF NW 1/4 OF SAID SECTION 7, THENCE NORTH 0° 53' 06" WEST ALONG THE WEST LINE OF SAID SE 1/4 OF NW 1/4 A DISTANCE OF 177.61 FEET TO A POINT, THENCE SOUTH 6° 12' 55" EAST A DISTANCE OF 362.38 FEET TO THE P.O.B.

ALSO, ALL INTEREST IN EASEMENT DESCRIBED IN THAT CERTAIN EASEMENT CONVEYED TO FLORIDA STATE

TURNPIKE AUTHORITY FOR RIGHT OF WAY PURPOSES ON THE 26TH DAY OF OCTOBER 1962 AND RECORDED IN OFFICIAL RECORDS BOOK 221 PAGE 303 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL THREE: THE NORTH 1/2 OF GOVERNMENT LOT 4, IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

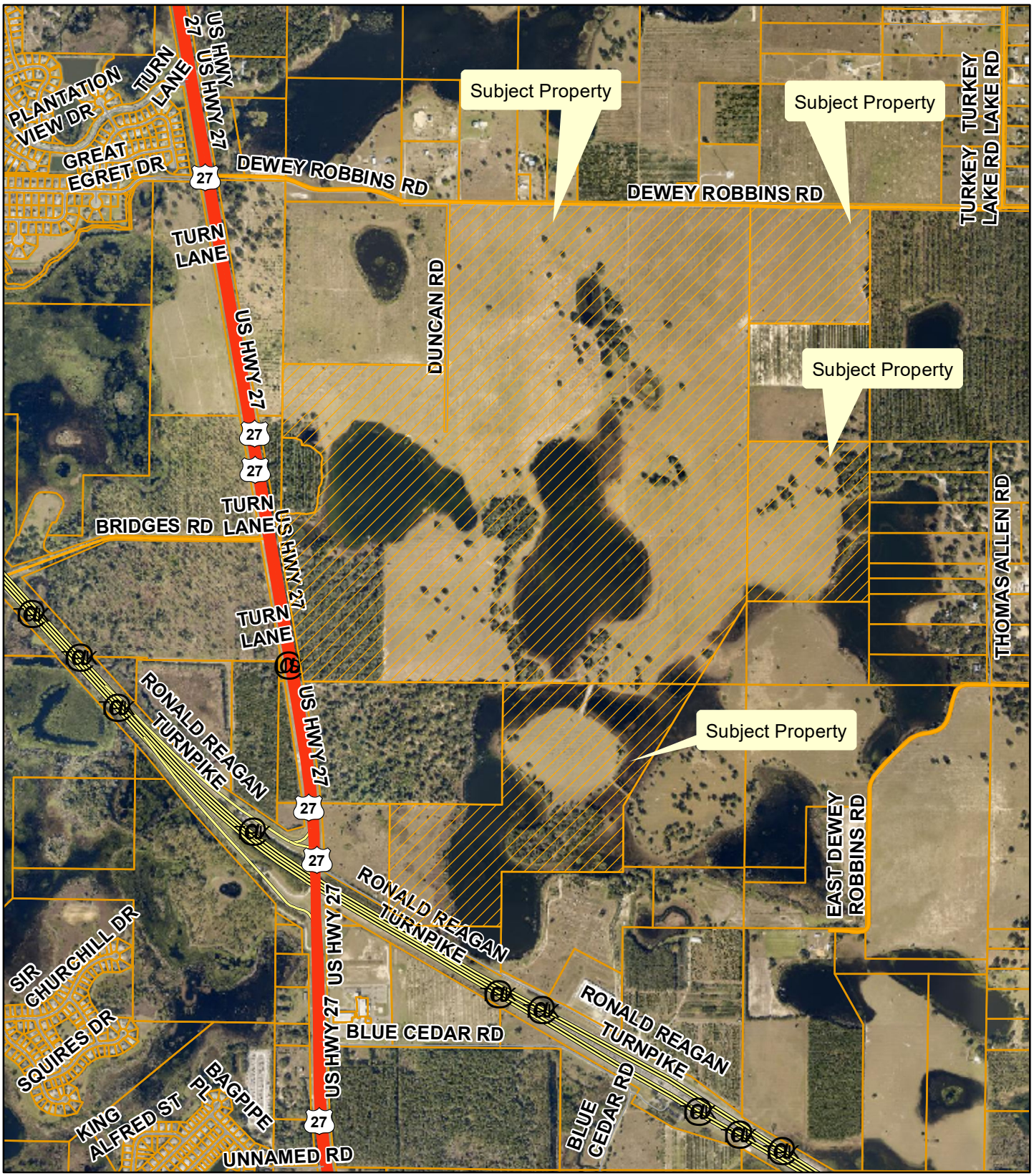
PARCEL FOUR: NW 1/4 OF SW 1/4; AND NORTH 418.45 FEET OF THE SW 1/4 OF THE SW 1/4 ALL IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

OFFICIAL RECORDS BOOK 892, PAGE 420 (NOT INCLUDED IN TITLE COMMITMENT):

PARCEL FIVE: THAT PART OF GOVERNMENT LOT 4 IN SECTION 6, TOWNSHIP 21 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORN ERO SAID SECTION 6, RUN SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 6 A DISTANCE OF 1763.2 FEET TO A CONCRETE MONUMENT, BEING THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING, RUN SOUTH 89°48'41" EAST 940 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 0°33'47" WEST 526.8 FEET TO A CONCRETE MONUMENT; CONTINUE THENCE IN THE SAME DIRECTION TO THE SOUTH LINE OF SAID GOVERNMENT LOT 4; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 4; THENCE NORTHWESTERLY ALONG THE WEST LINE OF SAID SECTION 6 TO THE POINT OF BEGINNING.

Aerial



Planning & Zoning Division

N
W E
S

0 325 650 975 1,300
Feet

Bar-Key Groves
23220 U.S. Highway 27
AK#: 1210259; 1780951; 3884286; 1302226
Sections 05, 06, 07, Township 21 South, Range 25 East
June 15, 2022

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.11.

Meeting Date: August 22, 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 717 +/- acres from Lake County Rural Transition, Lake County Rural, and Lake County Regional Office to City of Leesburg Estate Residential, for a property generally located east of US Highway 27, south of Dewey Robbins Road and north of Florida's Turnpike, lying in Sections 05, 06, and 07, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (Bar-Key Groves)

Staff Recommendation:
The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed large-scale comp plan amendment of the City's Future Land Use Map on 717 +/- acres from Lake County Rural Transition, Lake County Rural, and Lake County Regional Office to City of Leesburg Estate Residential.

Analysis:
The project site is approximately 717 acres. The property is generally located east of US Highway 27, south of Dewey Robbins Road and north of Florida's Turnpike. Currently, the property is pasture acreage. The proposed use is for commercial and residential development. The surrounding Future Land Use Map designations of Lake County Rural, Lake County Rural Transition, Lake County Regional Office, Lake County Urban Low Density, City of Leesburg Estate Residential, City of Leesburg General Commercial, and City of Groveland ISBA are compatible, as conditioned in the PUD zoning, with the proposed future land use designation of City Estate Residential. The proposed zoning designation of City PUD (Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

This property lies within the ISBA (Interlocal Service Boundary Area) agreement. This agreement, which was approved by City Commission on November 24, 2014, allows property within the ISBA area but outside the current city limits to be annexed and obtain City of Leesburg utility services.

The Planning Commission held a public hearing on the application on July 21, 2022 and recommended approval.

Procurement Analysis:
N/A

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

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

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

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 717 +/- ACRES FROM LAKE COUNTY RURAL TRANSITION, LAKE COUNTY RURAL, AND LAKE COUNTY REGIONAL OFFICE TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED EAST OF US HIGHWAY 27, SOUTH OF DEWEY ROBBINS ROAD AND NORTH OF FLORIDA'S TURNPIKE, LYING IN SECTIONS 05, 06, AND 07, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (BAR-KEY GROVES)

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 717 acres of land generally located east of US Highway 27, south of Dewey Robbins Road and north of Florida's Turnpike from Lake County Rural Transition, Lake County Rural, and Lake County Regional Office to City of Leesburg Estate Residential, as shown on the revised map of said area, lying in Section 05, 06, and 07, Township 21 South, Range 25 East, Lake County Florida;

Section 2.
That this amendment is hereby transmitted to the Department of Economic Opportunity as required by the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes;

Section 3.
All ordinances or parts of ordinances in conflict the any of the provisions of this ordinance are hereby repealed;

Section 4.
This ordinance shall become effective upon its passage and adoption, according to law.

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

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Exhibit A

Legal Description

BAR KEY LEGAL DESCRIPTION

Document B3- Comprehensive Plan Amendment Application

PARCEL ONE: THE EAST 660 FEET OF THE NW 1/4 (ALSO KNOWN AS GOVERNMENT LOTS 3 AND 4) AND THE EAST 845.8 FEET OF THE WEST 1785.8 FEET OF THE SOUTH 805 FEET OF GOVERNMENT LOT 4; AND ALL OF GOVERNMENT LOT 6, EAST OF U.S. HIGHWAY 27, STATE ROAD NO. 25, AND ALL THE GOVERNMENT LOT 6. LESS A PORTION BEGINNING 2682.65 FEET NORTH OF SW CORNER OF SECTION 6, RUN EAST TO THE WATERS' EDGE OF FISH HOOK LAKE, THENCE SOUTHERLY, SOUTHEASTERLY AND SOUTHWESTERLY ALONG WATERS' EDGE OF SAID LAKE TO INTERSECT THE WEST BOUNDARY OF SAID SECTION 6, THENCE NORTH TO P.O.B.

PARCEL TWO: THE SW 1/4 OF NE 1/4, LESS THE SOUTH 600 FEET; THE NW 1/4 OF NE 1/4; AND THAT PORTION OF NE 1/4 OF NE 1/4 LYING AND BEING NORTH AND WEST OF A STRAIGHT LINE DRAWN FROM THE NW CORNER OF THE SE 1/4 OF NE 1/4 OF SECTION 7, TO A POINT ON THE EAST BOUNDARY OF SECTION 6, 901.55 FEET NORTH OF THE SE CORNER OF SECTION 6, AND THE NE CORNER OF SECTION 7, ALL IN SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

AND

THE EAST 1/2 OF SECTION 6, LESS THAT PORTION OF THE SE 1/4 OF SE 1/4 THAT LIES EAST AND SOUTH OF A STRAIGHT LINE DRAWN FROM NW CORNER OF THE SE 1/4 OF THE NE 1/4 OF SECTION 7 TO A POINT ON THE EAST BOUNDARY OF SECTION 6, THAT IS 901.55 FEET NORTH OF THE SE CORNER OF SECTION 6.

AND

THE EAST 1/2 OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, THE SAME BEING THE SE 1/4 OF THE NW 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LESS BEGIN ON THE SOUTH LINE OF NW 1/4, SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST AT A POINT SOUTH 89° 26' 11" WEST A DISTANCE OF 911.10 FEET FROM THE CENTER OF SECTION 7, RUN THENCE SOUTH 89° 26' 11" WEST ALONG SAID SOUTH LINE A DISTANCE OF 314.88 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF SW 1/4 OF NW 1/4 OF SAID SECTION 7, THENCE NORTH 0° 53' 06" WEST ALONG THE WEST LINE OF SAID SE 1/4 OF NW 1/4 A DISTANCE OF 177.61 FEET TO A POINT, THENCE SOUTH 6° 12' 55" EAST A DISTANCE OF 362.38 FEET TO THE P.O.B.

ALSO, ALL INTEREST IN EASEMENT DESCRIBED IN THAT CERTAIN EASEMENT CONVEYED TO FLORIDA STATE

TURNPIKE AUTHORITY FOR RIGHT OF WAY PURPOSES ON THE 26TH DAY OF OCTOBER 1962 AND RECORDED IN OFFICIAL RECORDS BOOK 221 PAGE 303 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL THREE: THE NORTH 1/2 OF GOVERNMENT LOT 4, IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

PARCEL FOUR: NW 1/4 OF SW 1/4; AND NORTH 418.45 FEET OF THE SW 1/4 OF THE SW 1/4 ALL IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

OFFICIAL RECORDS BOOK 892, PAGE 420 (NOT INCLUDED IN TITLE COMMITMENT):

PARCEL FIVE: THAT PART OF GOVERNMENT LOT 4 IN SECTION 6, TOWNSHIP 21 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORN ERO SAID SECTION 6, RUN SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 6 A DISTANCE OF 1763.2 FEET TO A CONCRETE MONUMENT, BEING THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING, RUN SOUTH 89°48'41" EAST 940 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 0°33'47" WEST 526.8 FEET TO A CONCRETE MONUMENT; CONTINUE THENCE IN THE SAME DIRECTION TO THE SOUTH LINE OF SAID GOVERNMENT LOT 4; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 4; THENCE NORTHWESTERLY ALONG THE WEST LINE OF SAID SECTION 6 TO THE POINT OF BEGINNING.

CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

DATE:	July 21, 2022
OWNER:	Bar-Key Groves, Inc.
PETITIONER:	NVR, Inc., Cynthia Tarapani, Tarapani Planning Strategies
PROJECT:	Bar-Key Groves
REQUEST:	Large Scale Comprehensive Plan Amendment from Lake County Rural and Regional Office to City of Leesburg Estate
CASE NO.:	LSCP-22-288

THE PLANNING & ZONING DIVISION RECOMMENDS:

<u>APPROVAL</u> of this request for the following reason(s):

1. This project meets the requirements of Chapter 163.3184 Florida Statutes, for Large Scale Comprehensive Plan Amendments.

2. The proposed Future Land Use Designation of Estate Residential as conditioned in PUD 22-289, is compatible with the current surrounding Future Land Use categories of City of Leesburg Estate Residential, and General Commercial; and with Lake County categories of Regional Office, Rural Transition, Urban Low Density and Rural.

3. The proposed Future Land Use Designation of City of Leesburg Estate Residential is compatible with the proposed zoning as conditioned in PUD (Planned Unit Development), and does not appear to create a detriment to the adjacent zoning districts of City of Leesburg PUD (Planned Unit Development), Lake County A (Agriculture), C-2 (Community Commercial District) and PUD (Planned Unit Development).

4. The proposed Future Land Use Designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve staff's recommendation to amend the City of Leesburg's Future Land Use Map designation on the subject property from Lake County Rural, Regional Office, and Rural to City of Leesburg Estate Residential and forward to the City Commission for consideration.

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: July 21, 2022
OWNER: Bar-Key Groves, Inc.
PETITIONER: NVR, Inc., Cynthia Tarapani, Tarapani Planning Strategies
PROJECT: Bar-Key Groves
REQUEST: Large Scale Comprehensive Plan Amendment; PUD (Planned Unit Development)
CASE NO.: LSCP-22-288; PUD-22-289

GENERAL LOCATION: East of US Highway 27, south of Dewey Robbins Road and north of Florida's Turnpike.

FUTURE LAND USE DESIGNATION: Lake County Rural, Rural Transition and Regional Office

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Rural; Lake County Rural Transition, City of Leesburg Estate Residential
South – Lake County Rural Transition, Lake County Regional Office, City of Groveland ISBA
East – Lake County Rural
West – Lake County Regional Office, Lake County Urban Low Density, City of Leesburg General Commercial

PROPOSED FUTURE LAND USE DESIGNATION: Neighborhood Mixed Use

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County A (Agriculture), City of Leesburg PUD (Planned Unit Development)
South – Lake County A (Agriculture), City of Leesburg PUD (Planned Unit Development); City of Groveland ISBA
East – Lake County A (Agriculture), City of Groveland ISBA
West – Lake County A (Agriculture), Lake County PUD (Planned Unit Development), Lake County C-2 (Community Commercial District), City of Leesburg PUD (Planned Unit Development)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Pasture

SURROUNDING EXISTING LAND USE:

North – Residential, Groves, Pasture
South – Residential, Groves, Pasture, Timber, Hospital (south of Florida's Turn Pike)
East – Pasture, Residential, Grove, Timber
West – Pasture, Timber, Grove, Crop Land

PROPOSED LAND USE: Commercial and residential development

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: July 5, 2022
OWNER: Bar-Key Groves, Inc.
PETITIONER: NVR, Inc., Cynthia Tarapani, Tarapani Planning Strategies
PROJECT: Bar-Key Groves
REQUEST: Large Scale Comprehensive Plan Amendment and PUD (Planned Unit Development)
CASE NO.: LSCP 22-288; PUD-22-289

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 7/15/22

FIRE

No comments received as of 7/15/22

ELECTRIC

Leesburg Electric has no objections, this outside our service territory. Steve Davis 7/6/22

GAS

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

GIS

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

BUILDING

No comments received as of 7/15/22

PUBLIC WORKS

Public Works has no issues with this! Clifford Kelsey 7/7/22

ADDRESSING

No comments received as of 7/15/22

ECONOMIC DEVELOPMENT

No comments received as of 7/15/22

LAKE COUNTY PUBLIC WORKS

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

LAKE COUNTY SCHOOLS

No comments received as of 7/15/22

PUBLIC RESPONSES

Approval

2 approvals 1 with comment/1 without comment (Ray Kemp)

Disapproval

No comments received as of 7/15/22

No comment

No comments received as of 7/15/22

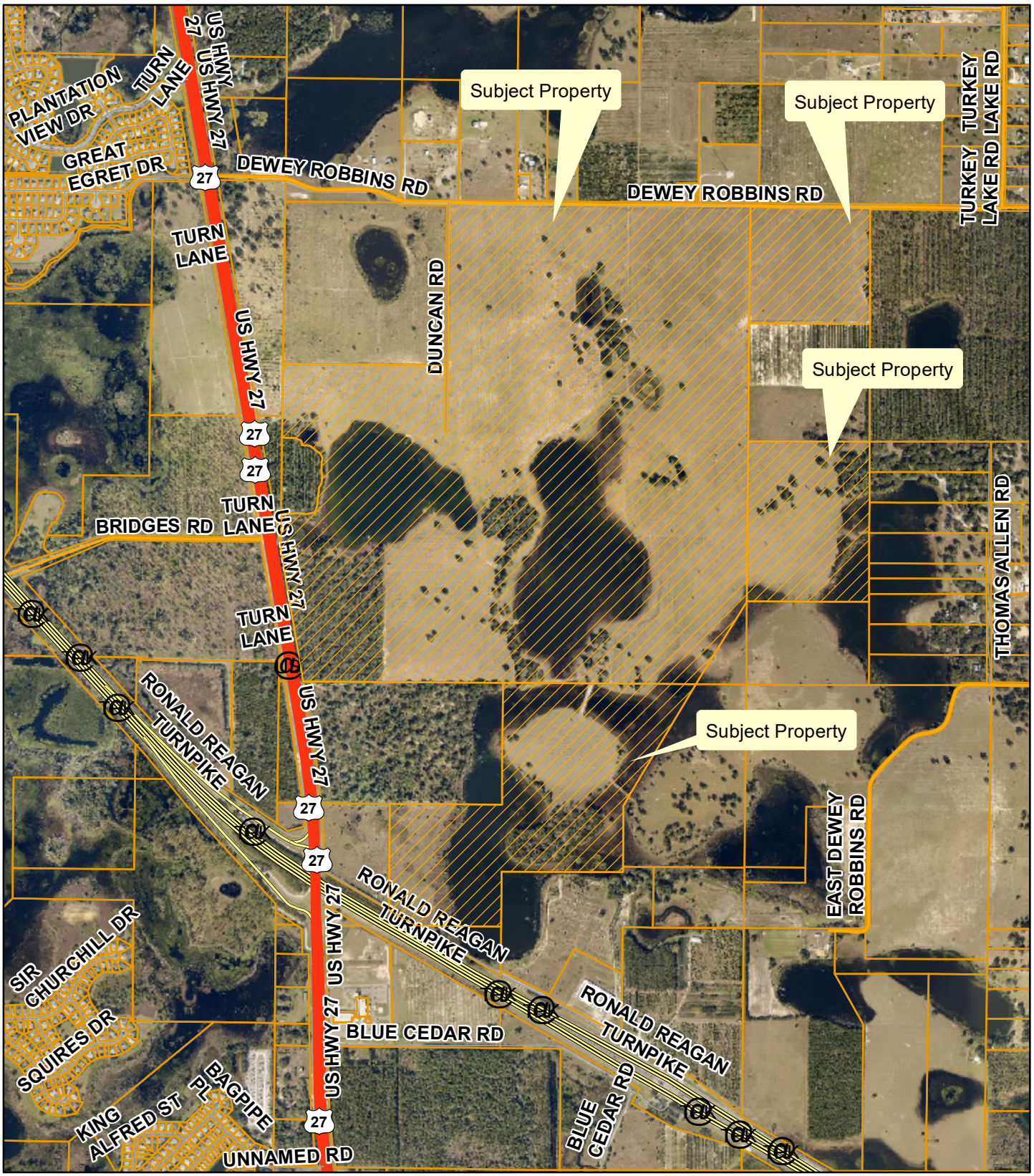
Notice of Appearance filed: 1

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

Rodney Hollingsworth Jr. – We approve provided our access is maintained or improved.

PUBLIC COMMENTS (DISAPPROVAL)

Aerial



Planning & Zoning Division

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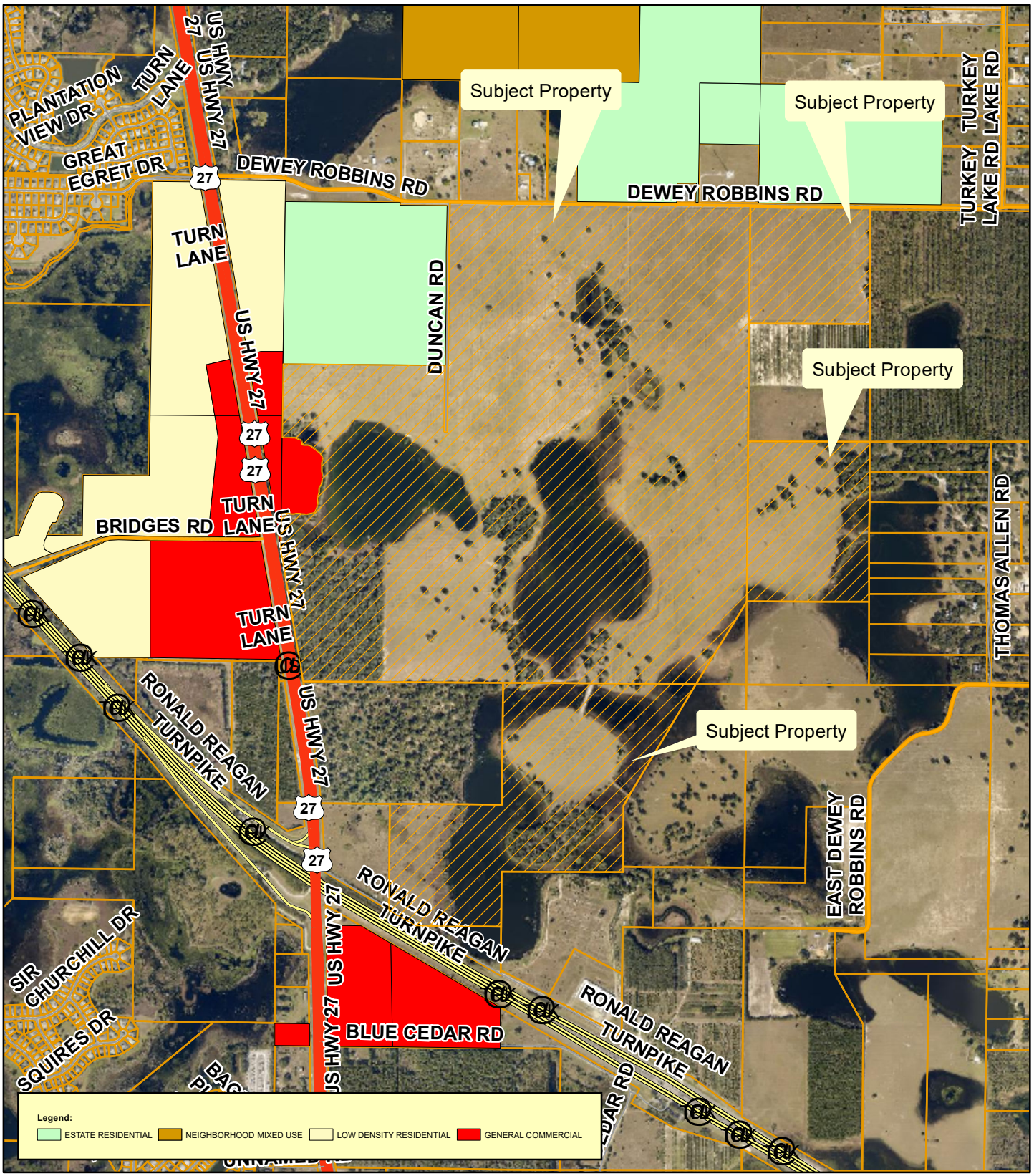
Feet

Bar-Key Groves
23220 U.S. Highway 27
AK#: 1210259; 1780951; 3884286; 1302226
Sections 05, 06, 07, Township 21 South, Range 25 East
June 15, 2022

Future Land Use



Planning & Zoning Division

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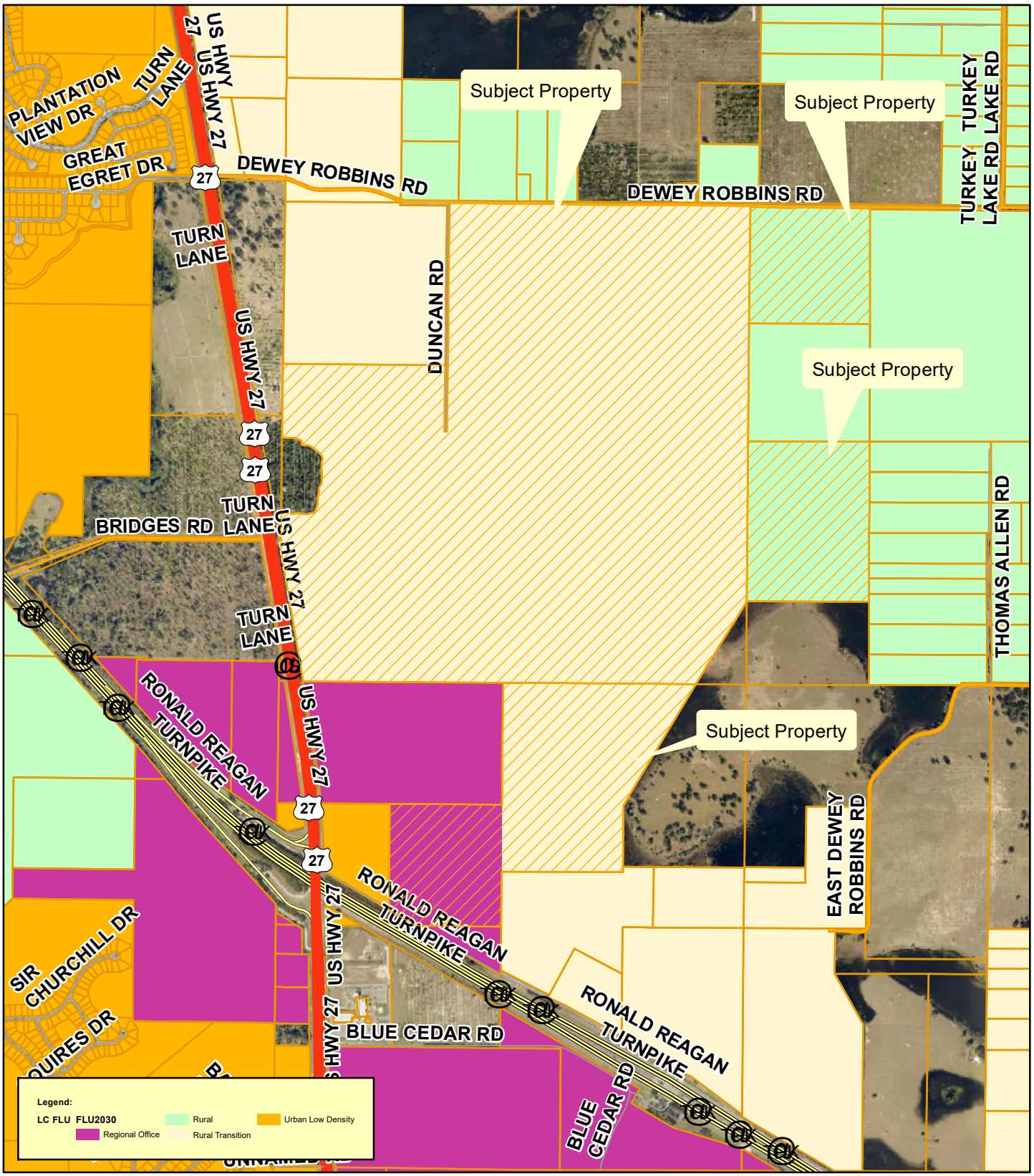
Feet

Bar-Key Groves
23220 U.S. Highway 27
AK#: 1210259; 1780951; 3884286; 1302226
Sections 05, 06, 07, Township 21 South, Range 25 East
June 15, 2022

Lake County Future Land Use



Planning & Zoning Division

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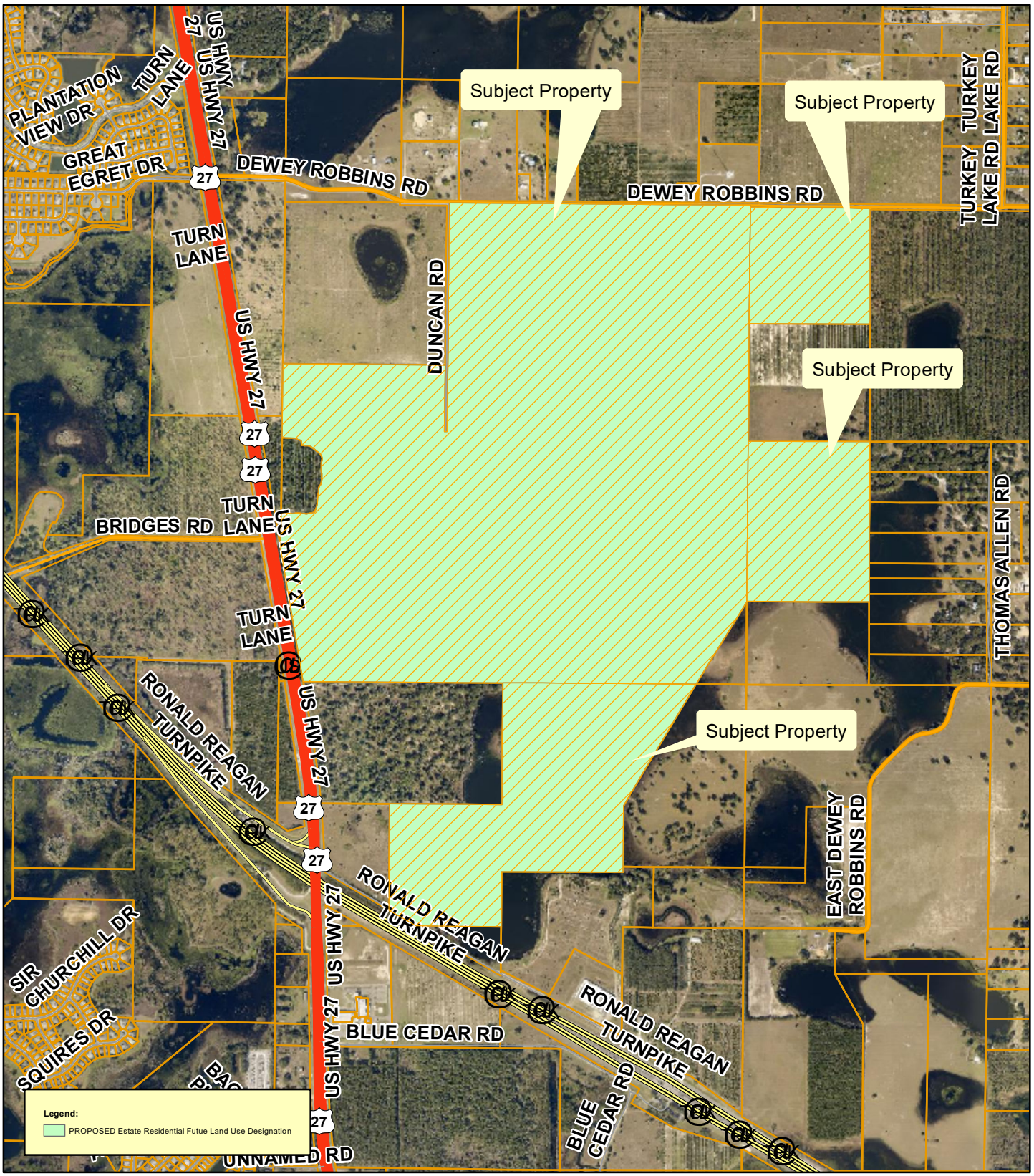
Bar-Key Groves
23220 U.S. Highway 27
AK#: 1210259; 1780951; 3884286; 1302226
Sections 05, 06, 07, Township 21 South, Range 25 East
June 15, 2022

PROPOSED Estate Residential Future Land Use



Planning & Zoning Division

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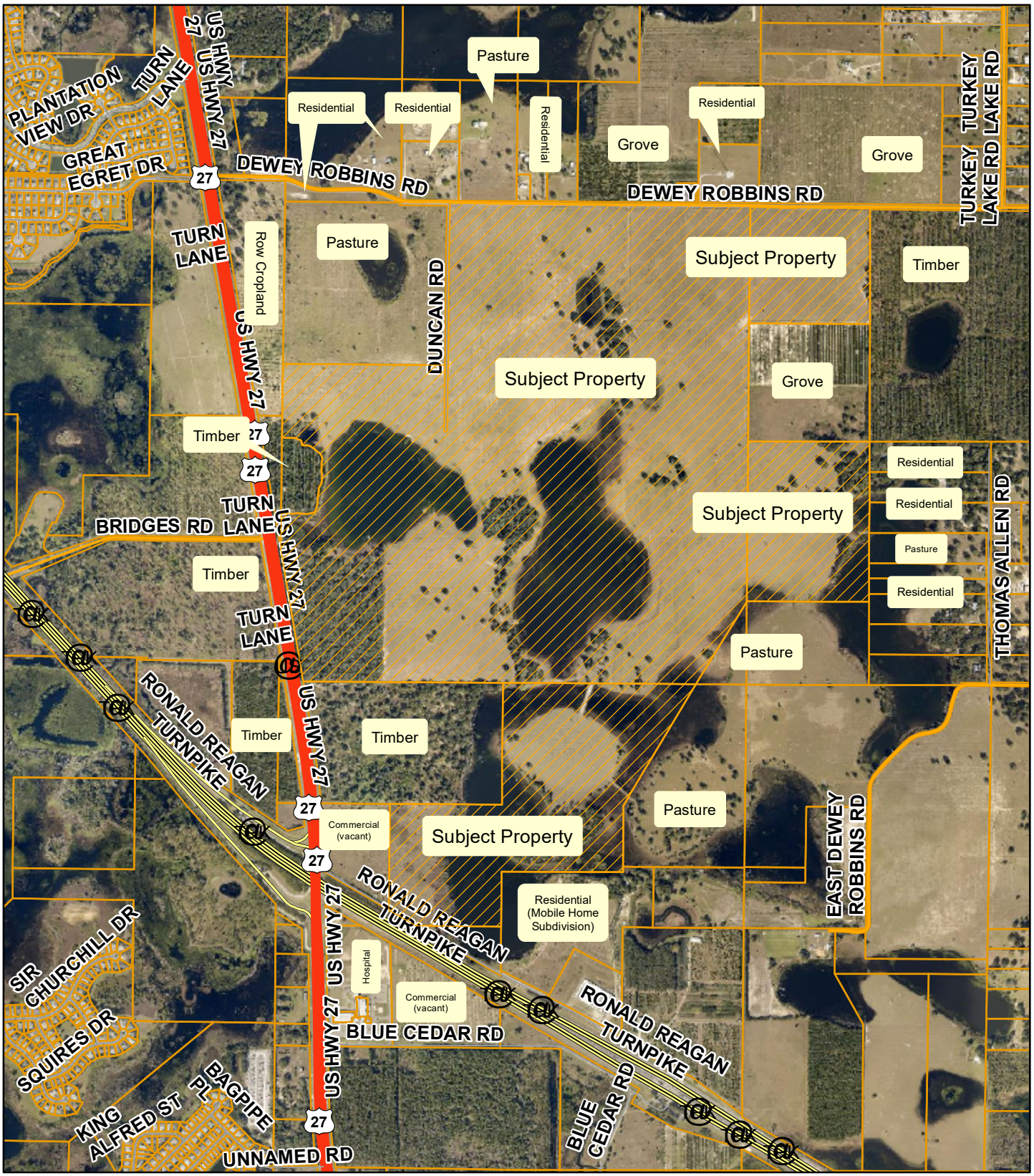
Feet

Bar-Key Groves
23220 U.S. Highway 27
AK#: 1210259; 1780951; 3884286; 1302226
Sections 05, 06, 07, Township 21 South, Range 25 East
June 15, 2022

Surrounding Existing Land Uses



Planning & Zoning Division

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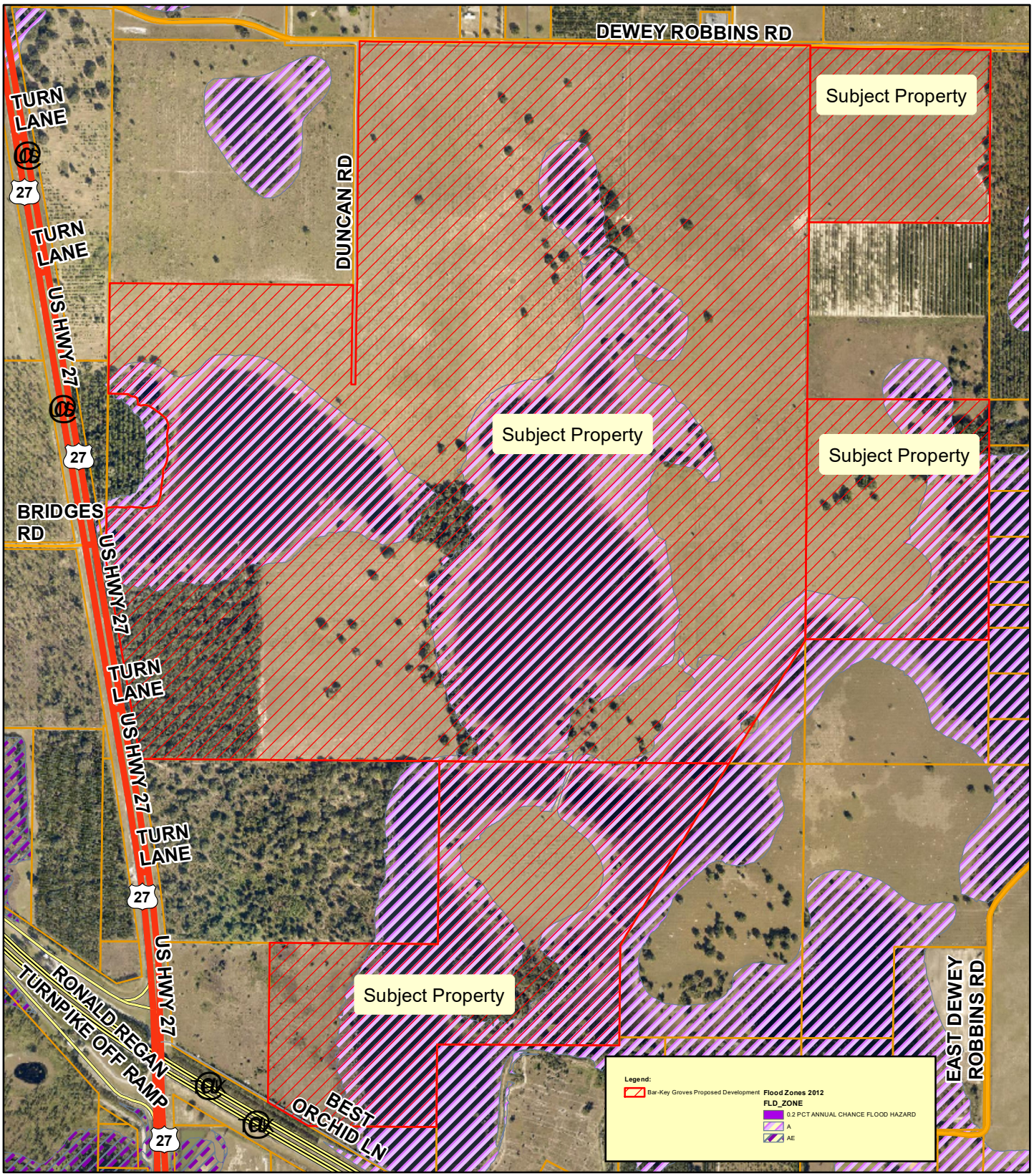
Bar-Key Groves
23220 U.S. Highway 27
AK#: 1210259; 1780951; 3884286; 1302226
Sections 05, 06, 07, Township 21 South, Range 25 East
June 15, 2022

Flood Zones



Planning & Zoning Division

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Bar-Key Groves
23220 U.S. Highway 27
AK#: 1210259; 1780951; 3884286; 1302226
Sections 05, 06, 07, Township 21 South, Range 25 East
June 15, 2022

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.12.

Meeting Date: August 22, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 717 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow commercial and residential development for a property generally located east of US Highway 27, south of Dewey Robbins Road and north of Florida's Turnpike, lying in Sections 05, 06, and 07, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (Bar-Key Groves)

Staff Recommendation:
Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for commercial and residential development.

Analysis:
The project site is approximately 717 +/- acres, and is generally located east of US Highway 27, south of Dewey Robbins Road and north of Florida's Turnpike as shown on the attached maps. At this time, the property is pasture acreage. The proposal will allow for commercial and residential development. The existing land uses surrounding the property are residential, groves, pasture, timber, hospital, and crop land. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on July 21, 2022 and recommended approval.

Procurement Analysis:
N/A

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

Fiscal Impact:

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 717 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW COMMERCIAL AND RESIDENTIAL DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED EAST OF US HIGHWAY 27, SOUTH OF DEWEY ROBBINS ROAD AND NORTH OF FLORIDA'S TURNPIKE, LYING IN SECTIONS 05, 06, AND 07, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (BAR-KEY GROVES)

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

Section 1.

Based upon the petition of Cynthia Tarapani (Tarapani Planning, Agent) for Bar-Key Groves, Inc. of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit A)

Section 2.

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

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

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Exhibit A

Legal Description

BAR KEY LEGAL DESCRIPTION

Document B3- Comprehensive Plan Amendment Application

PARCEL ONE: THE EAST 660 FEET OF THE NW 1/4 (ALSO KNOWN AS GOVERNMENT LOTS 3 AND 4) AND THE EAST 845.8 FEET OF THE WEST 1785.8 FEET OF THE SOUTH 805 FEET OF GOVERNMENT LOT 4; AND ALL OF GOVERNMENT LOT 6, EAST OF U.S. HIGHWAY 27, STATE ROAD NO. 25, AND ALL THE GOVERNMENT LOT 6. LESS A PORTION BEGINNING 2682.65 FEET NORTH OF SW CORNER OF SECTION 6, RUN EAST TO THE WATERS' EDGE OF FISH HOOK LAKE, THENCE SOUTHERLY, SOUTHEASTERLY AND SOUTHWESTERLY ALONG WATERS' EDGE OF SAID LAKE TO INTERSECT THE WEST BOUNDARY OF SAID SECTION 6, THENCE NORTH TO P.O.B.

PARCEL TWO: THE SW 1/4 OF NE 1/4, LESS THE SOUTH 600 FEET; THE NW 1/4 OF NE 1/4; AND THAT PORTION OF NE 1/4 OF NE 1/4 LYING AND BEING NORTH AND WEST OF A STRAIGHT LINE DRAWN FROM THE NW CORNER OF THE SE 1/4 OF NE 1/4 OF SECTION 7, TO A POINT ON THE EAST BOUNDARY OF SECTION 6, 901.55 FEET NORTH OF THE SE CORNER OF SECTION 6, AND THE NE CORNER OF SECTION 7, ALL IN SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

AND

THE EAST 1/2 OF SECTION 6, LESS THAT PORTION OF THE SE 1/4 OF SE 1/4 THAT LIES EAST AND SOUTH OF A STRAIGHT LINE DRAWN FROM NW CORNER OF THE SE 1/4 OF THE NE 1/4 OF SECTION 7 TO A POINT ON THE EAST BOUNDARY OF SECTION 6, THAT IS 901.55 FEET NORTH OF THE SE CORNER OF SECTION 6.

AND

THE EAST 1/2 OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, THE SAME BEING THE SE 1/4 OF THE NW 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LESS BEGIN ON THE SOUTH LINE OF NW 1/4, SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST AT A POINT SOUTH 89° 26' 11" WEST A DISTANCE OF 911.10 FEET FROM THE CENTER OF SECTION 7, RUN THENCE SOUTH 89° 26' 11" WEST ALONG SAID SOUTH LINE A DISTANCE OF 314.88 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF SW 1/4 OF NW 1/4 OF SAID SECTION 7, THENCE NORTH 0° 53' 06" WEST ALONG THE WEST LINE OF SAID SE 1/4 OF NW 1/4 A DISTANCE OF 177.61 FEET TO A POINT, THENCE SOUTH 6° 12' 55" EAST A DISTANCE OF 362.38 FEET TO THE P.O.B.

ALSO, ALL INTEREST IN EASEMENT DESCRIBED IN THAT CERTAIN EASEMENT CONVEYED TO FLORIDA STATE

TURNPIKE AUTHORITY FOR RIGHT OF WAY PURPOSES ON THE 26TH DAY OF OCTOBER 1962 AND RECORDED IN OFFICIAL RECORDS BOOK 221 PAGE 303 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL THREE: THE NORTH 1/2 OF GOVERNMENT LOT 4, IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

PARCEL FOUR: NW 1/4 OF SW 1/4; AND NORTH 418.45 FEET OF THE SW 1/4 OF THE SW 1/4 ALL IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

OFFICIAL RECORDS BOOK 892, PAGE 420 (NOT INCLUDED IN TITLE COMMITMENT):

PARCEL FIVE: THAT PART OF GOVERNMENT LOT 4 IN SECTION 6, TOWNSHIP 21 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORN ERO SAID SECTION 6, RUN SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 6 A DISTANCE OF 1763.2 FEET TO A CONCRETE MONUMENT, BEING THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING, RUN SOUTH 89°48'41" EAST 940 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 0°33'47" WEST 526.8 FEET TO A CONCRETE MONUMENT; CONTINUE THENCE IN THE SAME DIRECTION TO THE SOUTH LINE OF SAID GOVERNMENT LOT 4; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 4; THENCE NORTHWESTERLY ALONG THE WEST LINE OF SAID SECTION 6 TO THE POINT OF BEGINNING.

BAR KEY GROVES SUBDIVISION
PUD (PLANNED UNIT DEVELOPMENT CONDITIONS)
July 21, 2022

These Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district are granted by the City of Leesburg Planning Commission, Lake County, Florida to **NVR, Inc., 4307 Vineland Road, Suite H-22, Orlando, Florida 32811, (Cynthia Tarapani, Tarapani Planning Strategies, 128 East Tarpon Avenue, Tarpon Springs, Florida 34689 - 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 mixed-use development consisting of approximately 717 acres, containing a maximum of 1,700 residential units, 140,000 square feet of commercial uses and 20 acres of institutional uses, generally located east of U.S. Highway 27 and south of South of Dewey Robbins 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 **NVR, Inc., 4307 Vineland Road, Suite H-22, Orlando, Florida 32811, (Cynthia Tarapani, Tarapani Planning Strategies, 128 East Tarpon Avenue, Tarpon Springs, Florida 34689 - 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 717 acres, shall be used for platted residential, plus commercial and institutional development, pursuant to City of Leesburg development codes and standards, and shall occupy the areas shown on Attachment C, Conceptual Site Plan, subject to the conditions of this document.

A. Permitted Uses – Residential Areas

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

B. Permitted Uses – Commercial Areas

1. Permitted uses within the Commercial areas shall follow the C-3 (Highway Commercial) zoning district requirements, as amended, subject to the conditions of this document.
2. Temporary modular sales center and construction office during construction phase of the commercial pod.

C. Permitted Uses - Institutional Areas

1. Public, Private or Charter Schools
2. Churches and Synagogues
3. Parks and Open Space
4. Government offices (administrative, fire, police, etc)
5. Retention areas

D. Prohibited Uses – All areas

1. Multi-family units (Apartments)
2. Industrial uses
3. Auto dealer/auto repair
4. Tattoo Parlors
5. Check cashing stores
6. Adult uses
7. Second hand (thrift) stores
8. Consignment shops
9. Pawn shops
10. Smoke shops
11. Junk or scrap collection/distribution
12. Recycling facility

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

4. DEVELOPMENT STANDARDS -Residential

A. The project shall contain a maximum of 1700 residential units, at a gross density not to exceed 2.5 units per acre on the approximately 717-acre site, as shown on Exhibit C, Conceptual Development Plan, and noted below in Tables 1 & 2.

Table 1 Residential Lot Types

Residential Style	Number of Units
Single Family Detached- 45' Lot	558 units
Single Family Detached- 50' Lot	660 units
Villas/ Townhomes- 70' Lot	482 units
TOTAL	**1,700 UNITS**

Table 2 Lot Development Standards

Bar Key PUD Residential Design Standards

Standard	45' Single Family Detached Home Villages 4, 6, 7, 10 & 13	50' Single Family Detached Home Villages 2, 5, 9, 11, 12 & 14	70' Villa & Townhome Villages 1, 3 & 8
Minimum Lot Width	45'	50'	70' *
Minimum Lot Depth	115'	115'	115' *
Minimum Lot Size	5,000 sf	5,750 sf	8,000 sf *
Minimum Habitable Size	1,300 sf	1,500 sf	1,300 sf
Maximum Height	35'	35'	35'
Setbacks			
• Front- Principal Structure	25'	25'	25'
• Front- Porch	15'	15'	15'
• Side- Internal Lot	5'	5'	5'-Villa 10'- Townhome
• Side- Corner Lot/ Secondary Street	15'	15'	15'
• Rear	18'	18'	18'
• Accessory Structures- Side & Rear	5'	5'	5'

* The Minimum Lot Width, Lot Depth and Lot Size for Villa and Townhome styles apply to the Zoning Lot upon which the building is located. The Villas will contain 2 units per building on a Zoning Lot and the Townhomes will contain between 3 and 6 units per building on a Zoning Lot.

B. A mix of lot sizes is permitted to the extent that 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 overall project shall be 65%. Individual residential lots shall have a maximum impervious surface of 70% for each lot. Community and private swimming pools shall not count toward the impervious surface calculation.

D. For residential units, the minimum residential lot development standards shall be as follows:

1. Each single-family detached residential unit shall have a minimum two car garage; each single-family attached unit (villas and townhouses) shall have a minimum one car garage.
2. All residential structures 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 Table 2 *Lot 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. DEVELOPMENT STANDARDS - Commercial

A. General - The project shall contain a maximum of 140,000 square feet of commercial, uses on approximately 26 acres of land, and approximately 20 acres of Intuitional uses within the project, as shown on **Exhibit C, Conceptual Development Plan**. The location of the institutional use parcel within the project may be adjusted to create adequate access.

B. Development standards for commercial properties shall be as shown on the Conceptual Site Plan Exhibit C, and as follows:

Table 3

Maximum Parcel Development *Note:* Development regulated through maximum development only without any FAR or ISR restrictions for individual lots.	137,000 sf
Minimum Lot Size	20,000 sf
Minimum Lot Width	100'
Maximum Height	35'
Setbacks- Overall Commercial Parcel	25'
• US 27	25'
• North, South & East Boundaries	25'
Setbacks- Individual Commercial Lots	
• Front- For Internal Lots Only	15'
• Sides	5'
• Rear	10'

6. ARCHITECTURAL STANDARDS (Residential)

A. All residential buildings shall utilize at least five (5) of the following design features to provide visual relief along all elevations of the single-family units. Designs may vary throughout the development.

1. Dormers
2. Gables
3. Recessed or raised entries
4. Covered porch entries
5. Cupolas
6. Pillars or decorative posts
7. Bay window (minimum 12-inch projections)
8. Eaves (minimum 6-inch projections)
9. Front windows with arched glass tops and minimum 4-inch trim.
10. Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
11. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
12. Stone accents
13. Shutters
14. Board and batten siding
15. Hardy board siding
16. Raised banding
17. Craftsman style garage doors

B. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:

1. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a "cementitious" lap siding. (A "cementitious" lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
3. All textured stucco shall be permitted subject to the provision of at least five (5) unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco.
4. For all designs, architectural facades and features shall be submitted and reviewed by the Planning and Zoning Manager or designee for compliance prior at time of site plan review.

C. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Manager or designee.

D. The architectural styles and facades shown in **Exhibit D, Façade Samples** herein are considered conceptual. Architectural facades shall be submitted to staff to review for consistency with the conditions of this PUD agreement.

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.

7. ARCHITECTURAL STANDARDS, Non-Residential

A. The City of Leesburg, under Ordinance 16-35, adopted Commercial Architectural Standards, now codified under Section 25-360, City of Leesburg Code of Ordinances. This section shall be required for all non-residential construction for the subject property.

B. All commercial development shall follow the C-3 (Highway Commercial) development standards except as amended herein.

C. Impervious surface coverage for Commercial parcel and the Institutional parcel shall be calculated separately for each parcel, and shall not exceed eighty percent (80%) as calculated for each parcel.

D. 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.

E. Commercial structures shall have a maximum height of three (3) stories/45 feet.

F. With the exception of building height and setbacks, spatial requirements set forth herein for structures shall be deemed satisfied provided as-built measurements do not deviate from such requirement by more than five (5) percent.

G. The Permittee shall utilize "Dark Sky" lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are shown on as Exhibit E, attached hereto.

8. PARKING

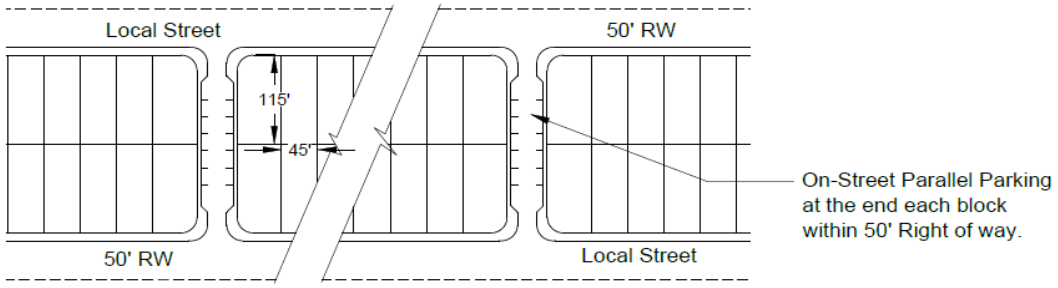
A. General

1. The permittee shall have off-street parking spaces within all areas of the property per an approved site plan pursuant to the City of Leesburg Code of Ordinances. Nonresidential development shall include the required number of handicapped parking spaces.
2. 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.

B. Residential

1. All 45-foot lots and all Villa lots shall contain additional parking of at least 12 parking spaces per block, at the end of each pair of blocks, as shown in Detail 1.

Detail 1



Typical Guest Parking Detail for 45' & Villas Lots

C. Commercial/Institutional

1. All parking aisles shall contain landscape islands located at the end of each aisle and at intervals of one each ten (10) spaces in parking aisles. In commercial and institutional areas, each landscape island shall be at least 200 square feet, and contain at a minimum, one canopy or understory tree, plus shrubs and groundcover.

9. 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 master landscape plan shall be submitted for review by City staff for all landscaping, buffer and boundary areas, parking lots, access roads, entry ways and new construction. This plan shall be reviewed for consistency with this PUD document and the Conceptual Site Plan **(Exhibit C)** and City of Leesburg landscape code requirements.

C. All landscaped areas shall be designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.

D. 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, and may be constructed simultaneously with each village or phase of development. All landscape buffers shall be separate tracts, shall not consist of, nor be part of individually platted lots. Such buffers shall be common areas, and shall be maintained by an entity such as a Property Owners or Homeowners Association.

E. An open style fence (of wood or synthetic construction) or a landscaped berm shall be installed on the property along Dewey Robbins Road along the northern boundary of the site. This fence and/or berm shall be installed at a minimum height of four (4) feet. Said fence shall be maintained by the Property Owners of Homeowners Association. Maintenance of fences located within buffer or common areas shall be the responsibility of the neighborhood association, such as a Homeowners of Property Owners Association."

F. An eight (8) foot wall, constructed of concrete with stucco or similar synthetic material, shall be constructed on the commercial site adjoining the residential property to the east to create a buffer boundary between the commercial and residential uses.

G. 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.

H. Each platted residential lot of record shall contain a minimum of one canopy tree, located within in the front yard, selected from the list of trees within the City of Leesburg Code of Ordinances, *Section 25-,328 Table 1, Canopy Trees,* plus at least one canopy or understory other tree, located in the back yard. This requirement shall be reduced to one canopy tree for each villa and townhouse lot, with the canopy tree to be located in either the front or rear yard, alternating lots along the street. All other requirements for tree planting based on lot size under the Code of Ordinances shall remain in effect.

I. 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

100 Feet of
Typical 25' Landscape Buffer

J. All new commercial and institutional building construction shall comply with Section 25-329 *Landscape Buffer Requirements,* City of Leesburg Code of Ordinances, for landscaping around building areas, including a five (5) foot landscape buffer around each building perimeter area facing the entrance and sides. All new structures shall extend the required landscape perimeter area to include all sides visible to the general public. Rear side of each building shall be exempt from landscaping where the rear of the building is not visible to the general public using the building.

K. All buffers along the exterior property lines shall be distinct and separate from the residential and commercial lots and properties, and shall be platted as buffers which are owned and maintained by a property owners or homeowners association.

L. Nothing herein shall be construed to prevent the developer/or property owners from increasing buffer width and/or plantings.

M. Variations to the landscape and buffering requirements of this document 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. Use of the University of Florida IFAS (Institute of Food and Agricultural Sciences) approved standards for "Florida Friendly Landscaping" will also be acceptable.

N. 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.

10. SITE ACCESS

A. The project shall have its primary access on US Highway 27, subject to FDOT approval, and shall be constructed in a "boulevard style" (divided roadway with landscaped median), from west to east, to the eastern boundary of the Commercial Parcel, as shown on Exhibit C, Conceptual Site Plan. There shall be a secondary entrance to the project on Dewey Robbins Road which shall be constructed in a "boulevard style," as described above for the primary access. This secondary boulevard style roadway shall be constructed from Dewey Robbins Road to its intersection with the interior loop road, as shown on Exhibit C, Conceptual Site plan. All fourteen (14) pods/ villages in the proposed PUD development on Exhibit C shall have a direct access point to the interior loop road.

B. All access points shall be designed to allow emergency access vehicles room to maneuver and have appropriate traffic flow. Each 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 shall be reviewed, 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 may be amended subject to site constraints or requirements. 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.

D. All access points are subject to review by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.

E. 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.

11. SIGNAGE

A. 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, except for the US Highway 27 entrance which feature can be reduced to locating on only one side of the road to minimize impacts to the wetlands. This may be used for signage per City of Leesburg Code of Ordinances, as amended.

1. *Commercial Signage* - 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 or shall otherwise meet the requirements of this document, whichever is least restrictive.
    a) *Monument signs* – Monument signs with fully enclosed bases and supports, located adjacent to U.S. Highway 27 shall be allowed as follows:
        1. Max overall height: 20 feet
        2. Max sign area: 100 sf per side (2 sides)
        3. Fully enclosed base, minimum 2 feet solid base (or 10% of overall height)
        4. Base width: minimum 50% of sign area width
        5. Location minimum 5 feet behind right of way, 10 feet if greater than 12 feet in height.

b) *Wall signs* - Wall signs shall be permitted per City of Leesburg Code of Ordinances, as amended.

2. *Access points*- Each required neighborhood or commercial access point shall provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height, on each side of the entryway. This decorative entry feature may be used for signage per City of Leesburg Code of Ordinances, as amended.

3. 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.

12. 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.

I. Golf cart paths and parking for golf carts shall be provided along the entire main boulevard roadway and interior loop road, and located in such a manner that allows access throughout the development. These paths shall allow access, via the main boulevard roadway, to each neighborhood, commercial and recreational area of the proposed development. Golf cart paths are permitted, but not required inside each residential neighborhood. Golf cart parking shall be provided at each commercial and recreational area.

J. The terms and requirements of this section shall not be interpreted to preclude or interfere with the creation, provision, extension or development of future rights of way, easements, access points and/or roadways designed for the purposes of increasing access and egress to the property.

13. 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.

14. 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.

15. 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.

16. IRRIGATION & WATER USE

A. All landscaped areas shall be irrigated and designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.

B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

C. For purposes of water conservation, all irrigated areas shall meet the requirements of section 25-337(c)(4), as amended, City of Leesburg Code of Ordinances.

17. RECREATIONAL REQUIREMENTS

A. Recreational development provided on the site shall include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents, as seen on the attached **Conceptual Site Plan, Exhibit C.**

B. The development shall include trails, retention parks and linear park areas totaling +/- 12 acres, as shown on the attached **Conceptual Site Plan, Exhibit C.**

a) A multi-use trail system, consisting of a minimum eight (8) feet in width, located on one side of the Interior Loop Road and consisting of approximately 3.5 acres. This multi-use trail shall substitute for the sidewalk on one side of this road as required by Condition 12 H of these Conditions. This trail shall be designed and constructed in a manner to meet all ADA (Americans with Disabilities Act) requirements.

b) "An amenity center shall be located adjacent to Mulehead Lake in the approximate location shown on the Conceptual Site Plan, Exhibit C, on a site of no less than five (5) acres.

c) Neighborhood parks within each village, totaling no less than 3.5 acres. Retention parks and linear parks shall be included in the design of the subdivision and shall be designed such that park areas, which may consist of dry retention areas, can be used as open fields, playgrounds or trails, as shown on the attached **Conceptual Site Plan, Exhibit C**.

C. Recreational requirements at the shall include at least one primary active recreation area, such as the amenity center site. The primary recreation area shall include a clubhouse plus uses such as a children's playground with equipment, dog park area, 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.

D. Credit for recreational space shall be given for areas dedicated to recreational space, to include items such as a clubhouse with recreation room, swimming pool, outdoor

cooking facilities such as grills, youth playgrounds, play courts, dog parks or other similar uses which will meet the intent of this document. Other similar uses which will meet the intent of this document may be supplied by the developer.

E. All recreation spaces may include, but are 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, subject to approval by the City of Leesburg.

18. MAINTENANCE

A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage 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.

19. DEVELOPMENT PHASING & IMPLEMENTATION

A. The proposed project may be constructed in phases in accordance with the **Planned Unit Development Conditions and Conceptual Plan, Exhibit C**. 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 within one-hundred twenty (120) months after approval of this Planned Development by City Commission. 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. "Implementation" for purposes of this subsection shall mean, at a minimum, recording of a final plat, and final approval of construction plans, together with actual commencement of construction on the property.

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.

20. MISCELLANEOUS CONDITIONS

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

B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.

C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.

D. The transfer of ownership or lease of any or all of the property described in 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.

F. These conditions of approval shall be recited within the site plan and construction plan submittals.

21. LEVELS OF SERVICE

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

B. Utilities
   1. Projected Capacities
      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.

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.

B. In addition to residential uses, agricultural uses, including raising various livestock, tree farming and citrus production are known to exist the area.

EXHIBIT B **LEGAL DESCRIPTION**
(provided by applicant)

BAR KEY LEGAL DESCRIPTION

Document C3- Planned Development Rezoning Application

PARCEL ONE: THE EAST 660 FEET OF THE NW 1/4 (ALSO KNOWN AS GOVERNMENT LOTS 3 AND 4) AND THE EAST 845.8 FEET OF THE WEST 1785.8 FEET OF THE SOUTH 805 FEET OF GOVERNMENT LOT 4; AND ALL OF GOVERNMENT LOT 6, EAST OF U.S. HIGHWAY 27, STATE ROAD NO. 25, AND ALL THE GOVERNMENT LOT 6. LESS A PORTION BEGINNING 2682.65 FEET NORTH OF SW CORNER OF SECTION 6, RUN EAST TO THE WATERS' EDGE OF FISH HOOK LAKE, THENCE SOUTHERLY, SOUTHEASTERLY AND SOUTHWESTERLY ALONG WATERS' EDGE OF SAID LAKE TO INTERSECT THE WEST BOUNDARY OF SAID SECTION 6, THENCE NORTH TO P.O.B.

PARCEL TWO: THE SW 1/4 OF NE 1/4, LESS THE SOUTH 600 FEET; THE NW 1/4 OF NE 1/4; AND THAT PORTION OF NE 1/4 OF NE 1/4 LYING AND BEING NORTH AND WEST OF A STRAIGHT LINE DRAWN FROM THE NW CORNER OF THE SE 1/4 OF NE 1/4 OF SECTION 7, TO A POINT ON THE EAST BOUNDARY OF SECTION 6, 901.55 FEET NORTH OF THE SE CORNER OF SECTION 6, AND THE NE CORNER OF SECTION 7, ALL IN SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

AND

THE EAST 1/2 OF SECTION 6, LESS THAT PORTION OF THE SE 1/4 OF SE 1/4 THAT LIES EAST AND SOUTH OF A STRAIGHT LINE DRAWN FROM NW CORNER OF THE SE 1/4 OF THE NE 1/4 OF SECTION 7 TO A POINT ON THE EAST BOUNDARY OF SECTION 6, THAT IS 901.55 FEET NORTH OF THE SE CORNER OF SECTION 6.

AND

THE EAST 1/2 OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, THE SAME BEING THE SE 1/4 OF THE NW 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LESS BEGIN ON THE SOUTH LINE OF NW 1/4, SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST AT A POINT SOUTH 89° 26' 11" WEST A DISTANCE OF 911.10 FEET FROM THE CENTER OF SECTION 7, RUN THENCE SOUTH 89° 26' 11" WEST ALONG SAID SOUTH LINE A DISTANCE OF 314.88 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF SW 1/4 OF NW 1/4 OF SAID SECTION 7, THENCE NORTH 0° 53' 06" WEST ALONG THE WEST LINE OF SAID SE 1/4 OF NW 1/4 A DISTANCE OF 177.61 FEET TO A POINT, THENCE SOUTH 6° 12' 55" EAST A DISTANCE OF 362.38 FEET TO THE P.O.B.

ALSO, ALL INTEREST IN EASEMENT DESCRIBED IN THAT CERTAIN EASEMENT CONVEYED TO FLORIDA STATE

TURNPIKE AUTHORITY FOR RIGHT OF WAY PURPOSES ON THE 26TH DAY OF OCTOBER 1962 AND RECORDED IN OFFICIAL RECORDS BOOK 221 PAGE 303 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

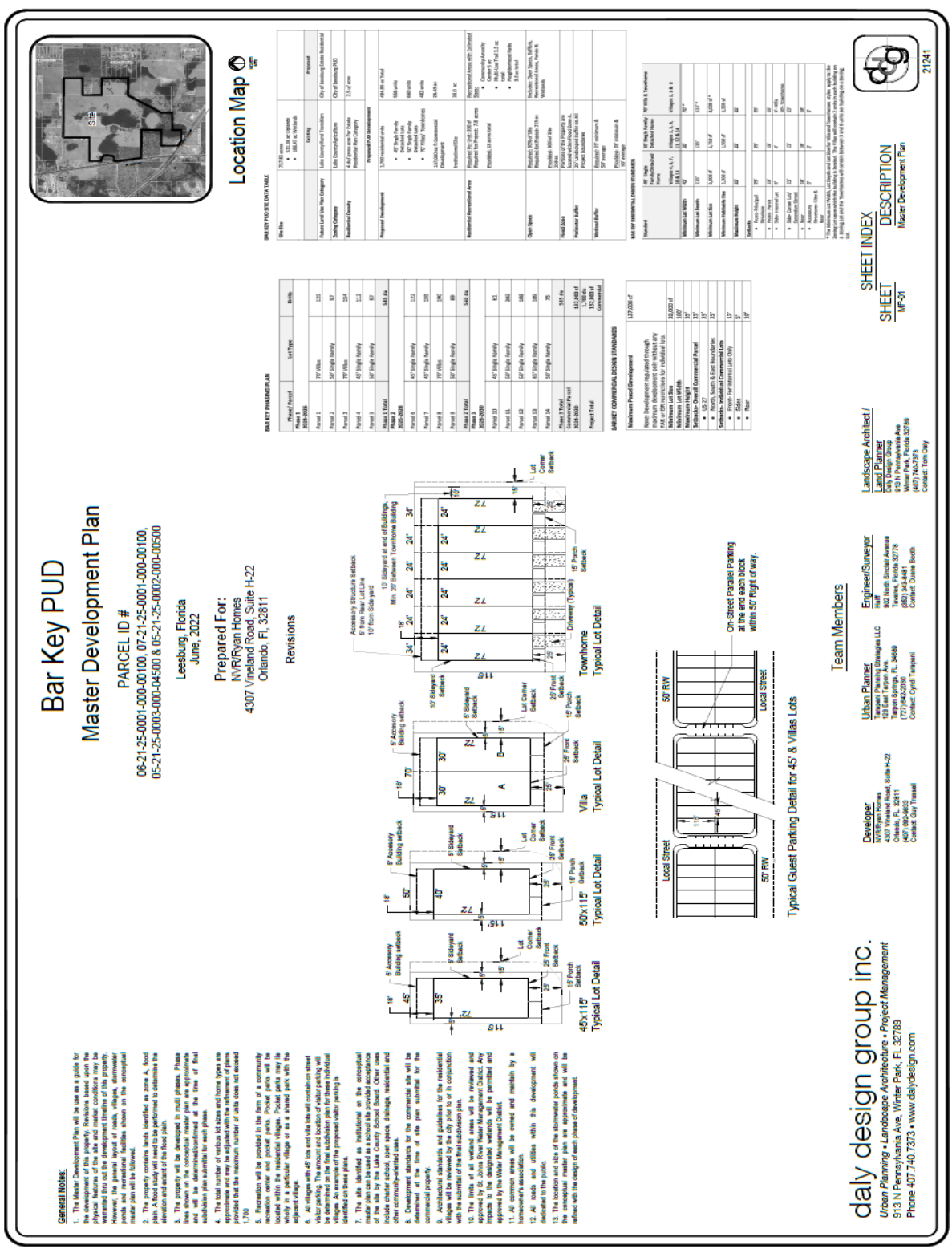
PARCEL THREE: THE NORTH 1/2 OF GOVERNMENT LOT 4, IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

PARCEL FOUR: NW 1/4 OF SW 1/4; AND NORTH 418.45 FEET OF THE SW 1/4 OF THE SW 1/4 ALL IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

OFFICIAL RECORDS BOOK 892, PAGE 420 (NOT INCLUDED IN TITLE COMMITMENT):

PARCEL FIVE: THAT PART OF GOVERNMENT LOT 4 IN SECTION 6, TOWNSHIP 21 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORN ERO SAID SECTION 6, RUN SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 6 A DISTANCE OF 1763.2 FEET TO A CONCRETE MONUMENT, BEING THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING, RUN SOUTH 89°48'41" EAST 940 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 0°33'47" WEST 526.8 FEET TO A CONCRETE MONUMENT; CONTINUE THENCE IN THE SAME DIRECTION TO THE SOUTH LINE OF SAID GOVERNMENT LOT 4; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 4; THENCE NORTHWESTERLY ALONG THE WEST LINE OF SAID SECTION 6 TO THE POINT OF BEGINNING.


Bar Key PUD
Master Development Plan
PARCEL ID #
06-21-25-0001-000-00100, 07-21-25-0001-000-00100,
05-21-25-0003-000-04500 & 05-21-25-0002-000-00500
Leesburg, Florida
June, 2022
Prepared For:
NVR/Ryan Homes
4307 Vineland Road, Suite H-22
Orlando, Fl, 32811
Revisions
Location Map
Site
General Notes:
1. The Master Development Plan will be use as a guide for the development of this property. Revisions based upon the physical features of the site and market conditions may be warranted thru out the development timeline of this property. However, the general layout of roads, villages, stormwater ponds and wetland/ buffer locations shown on the conceptual master plan will be followed.
2. The property contains lands identified as zone A, flood plain. A flood study will need to be performed to determine the elevation and extent of the flood plain.
3. The property will be developed in multi phases. Phase lines shown on the conceptual master plan are approximate and will be determined/confirmed at the time of final subdivision plan submittal for each phase.
4. The total number of various lot sizes and home types are approximate and may be adjusted with the refinement of plans provided that the maximum number of units does not exceed 1,700.
5. Recreation will be provided in the form of a community recreation center and pocket parks. Pocket parks will be located within the residential villages. Pocket parks may be wholly in a particular village or as a shared park with the adjacent village.
6. All villages with 40' lots and villa lots will contain on street visitor parking. The amount and location of visitor parking will be determined on the final subdivision plan for these individual villages. A minimum of one (1) on street visitor parking is proposed within 400' of these lots.
7. The site identified as institutional on the conceptual master plan can be used as a school site provided acceptance of the site by the Lake County School Board. Other uses include charter school, open space, drainage, residential and other community-oriented uses.
8. Development standards for the commercial site will be determined at the time of site plan submittal for the commercial property.
9. Architecture standards and guidelines for the residential villages will be submitted with the first plat or in conjunction with the submittal of the final subdivision plan.
10. The limits of all wetland areas will be reviewed and approved by St. Johns River Water Management District. Any impacts to the designated wetlands will be permitted and approved by the Water Management District.
11. All common areas will be owned and maintain by a homeowner's association.
12. All roads and utilities within this development will be dedicated to the public.
13. The location and size of the stormwater ponds shown on the conceptual master plan are approximate and will be refined with the design of each phase of development.
BAR KEY PHASING PLAN
BAR KEY PUD DATA TABLE
BAR KEY COMMERCIAL DESIGN STANDARDS
BAR KEY RESIDENTIAL DESIGN STANDARDS
45'x115' Typical Lot Detail
50'x115' Typical Lot Detail
Villa Typical Lot Detail
Townhome Typical Lot Detail
Typical Guest Parking Detail for 45' & Villas Lots
On-Street Parallel Parking at the end each block within 50' Right of way.
Local Street
50' R/W
Team Members
daly design group inc.
Urban Planning • Landscape Architecture • Project Management
913 N Pennsylvania Ave, Winter Park, FL 32789
Phone 407.740.7373 • www.dalydesign.com
Developer
NVR/Ryan Homes
4307 Vineland Road, Suite H-22
Orlando, FL. 32811
(407) 862-4833
Contact: Guy Trussell
Urban Planner
Tangent Planning Strategies LLC
1538 E Hooper Ave
Tarpon Springs, FL. 34689
(727) 642-2030
Contact: Cyndi Tangeni
Engineer/Surveyor
Hall
2661 North Sinclair Avenue
Tavares, Florida 32778
(352) 343-8481
Contact: Duane Booth
Landscape Architect / Land Planner
Daly Design Group
913 N Pennsylvania Ave
Winter Park, Florida 32789
(407) 740-7373
Contact: Tom Daly
SHEET INDEX
SHEET
DESCRIPTION
MP-01
Master Development Plan
21241

Bar Key
Leesburg, FL
Legend
Villa Lots (IncludingTownhomes) 482 units
45 x 115 Single Family Lots 558 units
50 x 115 Single Family Lots 660 units
Commercial Development 26.43 ac /137,000 sf
Institutional Site 20.0 ac
Multi-Use Trail
Master Development Plan
daly design group
Urban Planning : Landscape Architecture : Project Management
913 N Pennsylvania Ave, Winter Park Florida 32789
Phone 407.740.7373 : www.dalydesign.com
Job No.: 21241 Scale: 1/400 Date: 06.01.2022
NORTH
MP-01
Dewey Robbins RD
US HWY 27
Florida Turnpike
Project Entrance Feature
25' Buffer
Phase I
Phase II
Phase III
Multi-Use Trail
Community Amenity Center 5 AC.
Mulehead Lake
Lake Lucille
Wetland Line
Wetland Buffer
Commercial 26 ac
Institutional Site 20 ac
Urban Low Density
Rural Transition A
Rural A
RP
PUD
Nicholson Property

NVR - Business Use Only
Lynn Haven– 2,797 sq. ft.
Max Foot Print
Width: 40'
Depth: 61'
50' lot product

Panama – 2,021 sq. ft.

Max Foot Print
Width: 40'
Depth: 71'

50' lot product

NVR - Business Use Only

Windermere – 2,421 sq. ft.

Max Foot Print
Width: 30'
Depth: 63'

45' lot product

NVR - Business Use Only

Glen Ridge – 1,888 sq. ft.

Max Foot Print
Width: 30’
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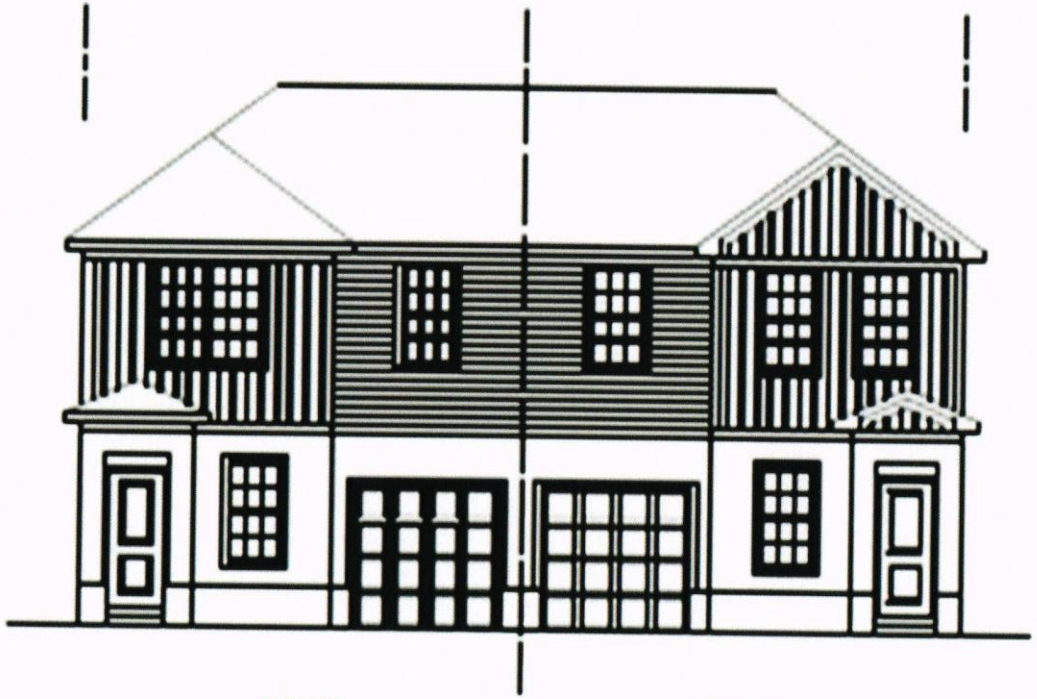
NVR - Business Use Only

Winterhaven Paired Villa (1507)

70’ or TH’ lot product

NVR - Business Use Only

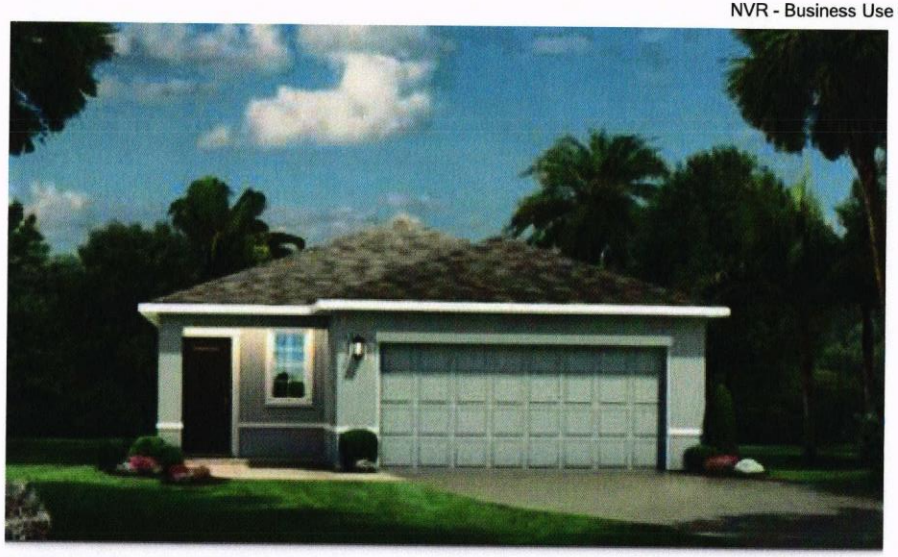
Neptune 2 unit Villa



70’ or TH’ lot product

NVR - Business Use Only

Century – 1,516 sq. ft.

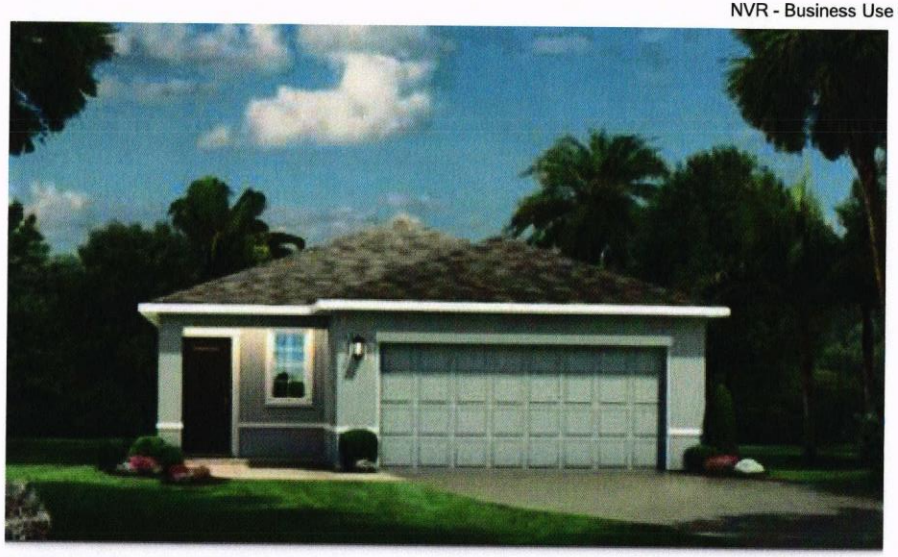


Max Foot Print
Width: 30’
Depth: 70’

45’ lot product

NVR - Business Use Only

Century – 1,516 sq. ft.



Max Foot Print
Width: 30’
Depth: 70’

45’ lot product

NVR - Business Use Only

Hadley Bay– 2,748 sq. ft.

Max Foot Print
Width: 40'
Depth: 61'

50' lot product

EXHIBIT E
DARK SKY LIGHTING (Acceptable designs)

TYPICAL DARK SKY LIGHTING FIXTURES

Bar Key PUD

Master Development Plan

PARCEL ID #

06-21-25-0001-000-00100, 07-21-25-0001-000-00100,
05-21-25-0003-000-04500 & 05-21-25-0002-000-00500

Leesburg, Florida
June, 2022

Prepared For:
NVR/Ryan Homes
4307 Vineland Road, Suite H-22
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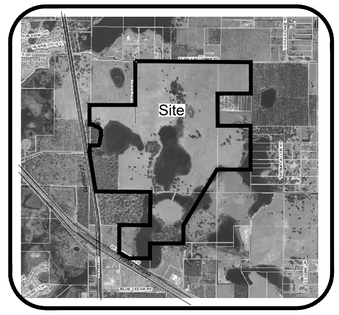
Revisions



Location Map
NORTH
NTS

General Notes:

1. The Master Development Plan will be use as a guide for the development of this property. Revisions based upon the physical features of the site and market conditions may be warranted thru out the development timeline of this property. However, the general layout of roads, villages, stormwater ponds and recreational facilities shown on the conceptual master plan will be followed.
2. The property contains lands identified as zone A, flood plain. A flood study will need to be performed to determine the elevation and extent of the flood plain.
3. The property will be developed in multi phases. Phase lines shown on the conceptual master plan are approximate and will be determined/confirmed at the time of final subdivision plan submittal for each phase.
4. The total number of various lot sizes and home types are approximate and may be adjusted with the refinement of plans provided that the maximum number of units does not exceed 1,700
5. Recreation will be provided in the form of a community recreation center and pocket parks. Pocket parks will be located within the residential villages. Pocket parks may lie wholly in a particular village or as a shared park with the adjacent village.
6. All villages with 45' lots and villa lots will contain on street visitor parking. The amount and location of visitor parking will be determined on the final subdivision plan for these individual villages. An example of the proposed visitor parking is identified on these plans.
7. The site identified as institutional on the conceptual master plan can be used as a school site provided acceptance of the site by the Lake County School Board. Other uses include charter school, open space, drainage, residential and other community-oriented uses.
8. Development standards for the commercial site will be determined at the time of site plan submittal for the commercial property.
9. Architectural standards and guidelines for the residential villages will be reviewed by the city prior to or in conjunction with the submittal of the final subdivision plan.
10. The limits of all wetland areas will be reviewed and approved by St. Johns River Water Management District. Any impacts to the designated wetlands will be permitted and approved by the Water Management District.
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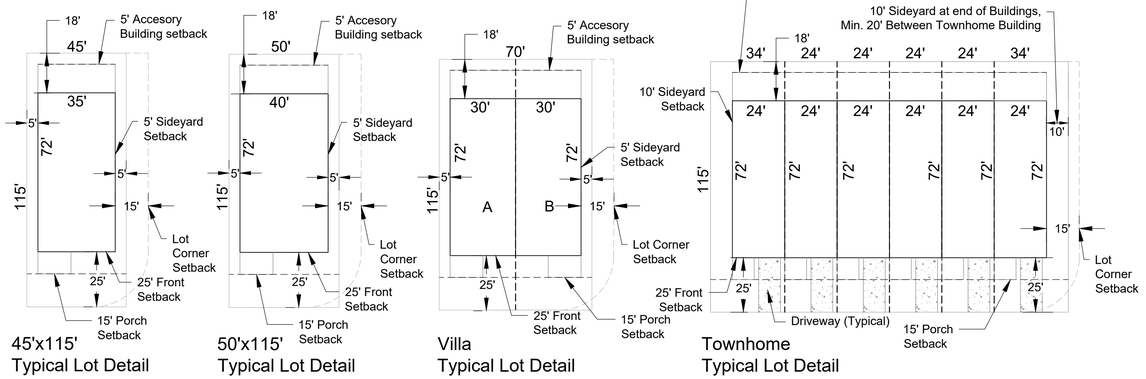

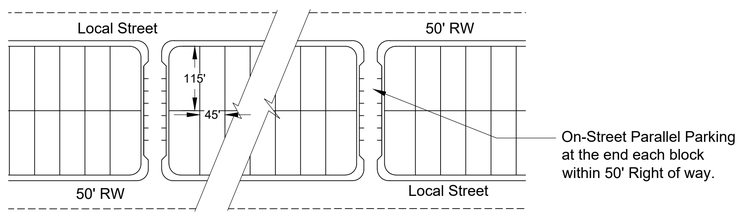

Typical Guest Parking Detail for 45' & Villas Lots

BAR KEY PHASING PLAN

Phase/ Parcel	Lot Type	Units
Phase 1 2024-2026		
Parcel 1	70' Villas	125
Parcel 2	50' Single Family	97
Parcel 3	70' Villas	154
Parcel 4	45' Single Family	112
Parcel 5	50' Single Family	97
Phase 1 Total		**585 du**
Phase 2 2026-2028		
Parcel 6	45' Single Family	122
Parcel 7	45' Single Family	159
Parcel 8	70' Villas	190
Parcel 9	50' Single Family	89
Phase 2 Total		**560 du**
Phase 3 2028-2030		
Parcel 10	45' Single Family	61
Parcel 11	50' Single Family	202
Parcel 12	50' Single Family	108
Parcel 13	45' Single Family	109
Parcel 14	50' Single Family	75
Phase 3 Total		**555 du**
Commercial Parcel 2024-2030		**137,000 sf**
Project Total		**1,700 du 137,000 sf Commercial**

BAR KEY COMMERCIAL DESIGN STANDARDS

Maximum Parcel Development *Note:* Development regulated through maximum development only without any FAR or ISR restrictions for individual lots.	137,000 sf
Minimum Lot Size	20,000 sf
Minimum Lot Width	100'
Maximum Height	35'
Setbacks- Overall Commercial Parcel	25'
• US 27	25'
• North, South & East Boundaries	25'
Setbacks- Individual Commercial Lots	
• Front- For Internal Lots Only	15'
• Sides	5'
• Rear	10'

BAR KEY PUD SITE DATA TABLE

Site Size	717.82 acres • 531.36 ac Uplands • 186.47 ac Wetlands	
	Existing	**Proposed**
Future Land Use Plan Category	Lake County Rural Transition	City of Leesburg Estate Residential
Zoning Category	Lake County Agriculture	City of Leesburg PUD
Residential Density	4 du/ gross acre Per Estate Residential Plan Category	2.5 u/ acre
Proposed PUD Development		
Proposed Development	1,700 residential units • 45' Single Family Detached Lots • 50' Single Family Detached Lots • 70' Villas/ Townhomes 137,000 sq ft Commercial Development Institutional Site	484.93 ac Total 558 units 660 units 482 units 26.43 ac 20.0 ac
Residential Recreational Area	Required Per Unit: 200 sf Required for Project: 7.8 acres Provided: 12 acres total	Recreational Areas with Estimated Sizes: • Community Amenity Center 5 ac • Multi-Use Trail 3.5 ac total • Neighborhood Parks 3.5 ac total
Open Space	Required: 30% of Site Required for Project: 215 ac Provided: 36% of Site 259 ac	Includes: Open Space, Buffers, Recreational Areas, Ponds & Wetlands
Flood Zone	Portions of the Property are located within Flood Zone A.	
Perimeter Buffer	25' Landscaped Buffer on All Project Boundaries	
Wetland Buffer	Required: 25' minimum & 50' average Provided: 25' minimum & 50' average	

BAR KEY RESIDENTIAL DESIGN STANDARDS

Standard	45' Single Family Detached Home Villages 4, 6, 7, 10 & 13	50' Single Family Detached Home Villages 2, 5, 9, 11, 12 & 14	70' Villa & Townhome Villages 1, 3 & 8
Minimum Lot Width	45'	50'	70' *
Minimum Lot Depth	115'	115'	115' *
Minimum Lot Size	5,000 sf	5,750 sf	8,000 sf *
Minimum Habitable Size	1,300 sf	1,500 sf	1,300 sf
Maximum Height	35'	35'	35'
Setbacks			
• Front- Principal Structure	25'	25'	25'
• Front- Porch	15'	15'	15'
• Side- Internal Lot	5'	5'	5'- Villa 10'- Townhome
• Side- Corner Lot/ Secondary Street	15'	15'	15'
• Rear	18'	18'	18'
• Accessory Structures- Side & Rear	5'	5'	5'

* The Minimum Lot Width, Lot Depth and Lot Size for Villa and Townhomes styles apply to the Zoning Lot upon which the building is located. The Villas will contain 2 units in each building on a Zoning Lot and the Townhomes will contain between 3 and 6 units per building on a Zoning Lot.

daly design group inc.
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Team Members

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NVR/Ryan Homes
4307 Vineland Road, Suite H-22
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(407) 692-9833
Contact: Guy Trussell

Urban Planner
Tarapani Planning Strategies LLC
128 East Tarpon Ave.
Tarpon Springs, FL. 34689
(727) 642-2030
Contact: Cyndi Tarapani

Engineer/Surveyor
Halff
902 North Sinclair Avenue
Tavares, Florida 32778
(352) 343-8481
Contact: Duane Booth

Landscape Architect / Land Planner
Daly Design Group
913 N Pennsylvania Ave
Winter Park, Florida 32789
(407) 740-7373
Contact: Tom Daly

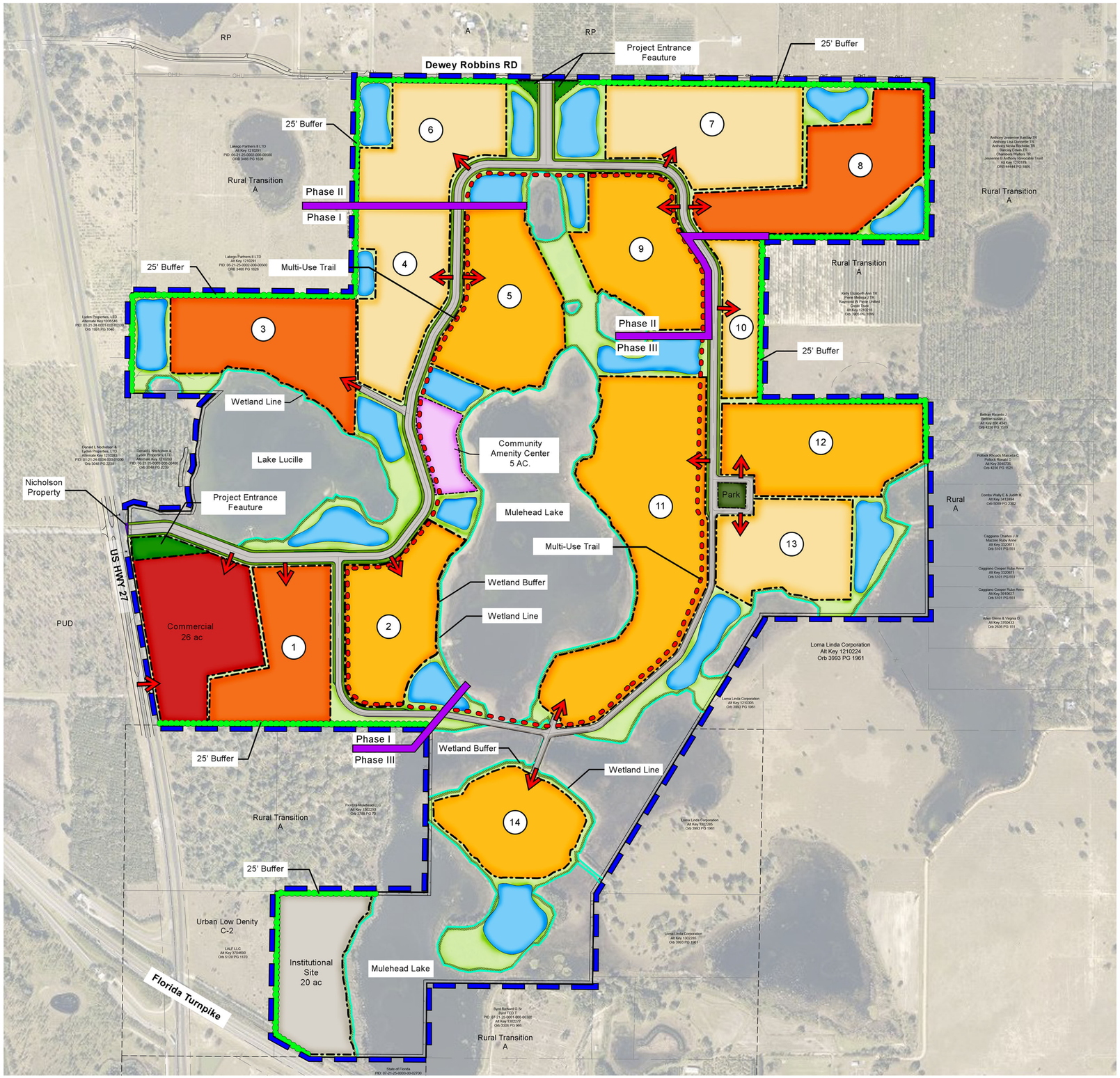
SHEET INDEX

SHEET	DESCRIPTION
MP-01	Master Development Plan

21241

Bar Key

Leesburg, FL



Legend

	Villa Lots (IncludingTownhomes)	482 units
	45 x 115 Single Family Lots	558 units
	50 x 115 Single Family Lots	660 units
	Commercial Development	26.43 ac /137,000 sf
	Institutional Site	20.0 ac
	Multi-Use Trail	

Master Development Plan

daly design group
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Job No.: 21241 Scale: 1/400 Date: 06.01.2022

NORTH

NVR - Business Use Only

Bar Key Groves

Product Presentation

6/1/22

Lynn Haven– 2,797 sq. ft.

Max Foot Print
Width: 40’
Depth: 61’

50’ lot product

NVR - Business Use Only

Panama – 2,021 sq. ft.

Max Foot Print
Width: 40’
Depth: 71’

50’ lot product

Windermere – 2,421 sq. ft.

Max Foot Print
Width: 30’
Depth: 63’

45’ lot product

Glen Ridge – 1,888 sq. ft.

Max Foot Print
Width: 30’
Depth: 54’

45’ lot product

NVR - Business Use Only

Winterhaven Paired Villa (1507)

70’ or TH’ lot product

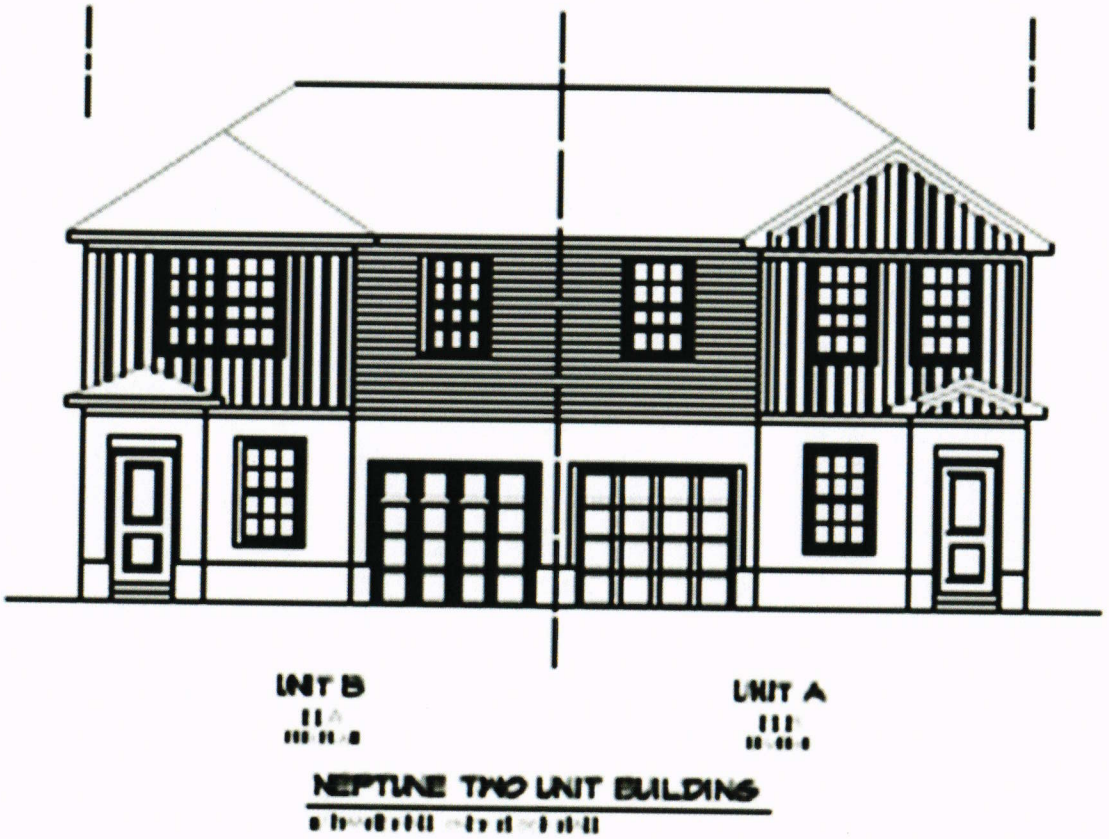
NVR - Business Use Only

Neptune 4 unit TH (1576)

70’ or TH’ lot product

NVR - Business Use Only

Neptune 2 unit Villa



70’ or TH’ lot product

NVR - Business Use Only

Century – 1,516 sq. ft.

Max Foot Print
Width: 30’
Depth: 70’

45’ lot product

NVR - Business Use Only

Hillcrest – 2,154 sq. ft.

Max Foot Print
Width: 30’
Depth: 55’

45’ lot product

NVR - Business Use Only

Baymont – 1,549 sq. ft.

Max Foot Print
Width: 40’
Depth: 67’

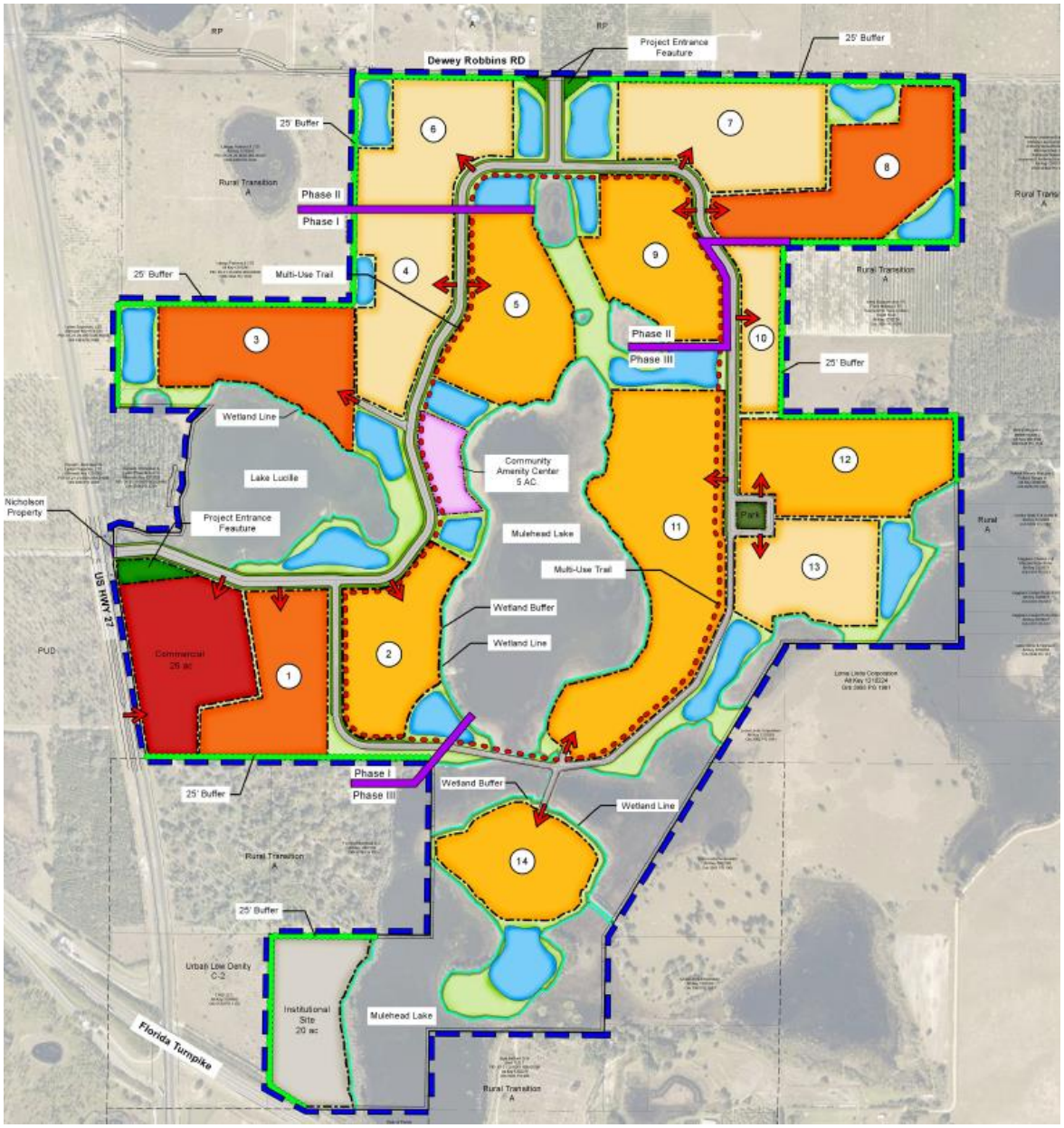
50’ lot product

NVR - Business Use Only

Hadley Bay– 2,748 sq. ft.

Max Foot Print
Width: 40’
Depth: 61’

50’ lot product



Legend

	Villa Lots (IncludingTownhomes)	482 units
	45 x 115 Single Family Lots	558 units
	50 x 115 Single Family Lots	660 units
	Commercial Development	26.43 ac /137,000 sf
	Institutional Site	20.0 ac
	Multi-Use Trail	

CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

DATE:	July 21, 2022
OWNER:	Bar-Key Groves, Inc.
PETITIONER:	NVR, Inc., Cynthia Tarapani, Tarapani Planning Strategies
PROJECT:	Bar-Key Groves
REQUEST:	Rezoning from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development)
CASE NO.:	PUD-22-289

THE PLANNING & ZONING DIVISION RECOMMENDS:

<u>APPROVAL</u> of this request for the following reason(s):

1. The proposed request is compatible with the current surrounding zoning districts of City of Leesburg PUD (Planned Unit Development), and with Lake County A (Agriculture), PUD (Planned Unit Development) and C-2 (Community Commercial District). As conditioned, the proposed use does not appear to be detrimental to surrounding properties.

2. The proposed zoning district of City of Leesburg PUD (Planned Unit Development) as conditioned and as shown in the attached "Exhibit A" is compatible with the existing City of Leesburg Future Land Use designations of Estate Residential and General Commercial and with Lake County Regional Office, Urban Low Density, Rural Transition, and Lake County Rural.

3. The rezoning of the subject property 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 A (Agriculture) to City of Leesburg PUD (Planned Unit Development) and forward the recommendation to the City Commission for consideration.

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: July 5, 2022
OWNER: Bar-Key Groves, Inc.
PETITIONER: NVR, Inc., Cynthia Tarapani, Tarapani Planning Strategies
PROJECT: Bar-Key Groves
REQUEST: Large Scale Comprehensive Plan Amendment and PUD (Planned Unit Development)
CASE NO.: LSCP 22-288; PUD-22-289

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 7/15/22

FIRE

No comments received as of 7/15/22

ELECTRIC

Leesburg Electric has no objections, this outside our service territory. Steve Davis 7/6/22

GAS

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

GIS

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

BUILDING

No comments received as of 7/15/22

PUBLIC WORKS

Public Works has no issues with this! Clifford Kelsey 7/7/22

ADDRESSING

No comments received as of 7/15/22

ECONOMIC DEVELOPMENT

No comments received as of 7/15/22

LAKE COUNTY PUBLIC WORKS

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

LAKE COUNTY SCHOOLS

No comments received as of 7/15/22

PUBLIC RESPONSES

Approval

2 approvals 1 with comment/1 without comment (Ray Kemp)

Disapproval

No comments received as of 7/15/22

No comment

No comments received as of 7/15/22

Notice of Appearance filed: 1

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

Rodney Hollingsworth Jr. – We approve provided our access is maintained or improved.

PUBLIC COMMENTS (DISAPPROVAL)

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: July 21, 2022
OWNER: Bar-Key Groves, Inc.
PETITIONER: NVR, Inc., Cynthia Tarapani, Tarapani Planning Strategies
PROJECT: Bar-Key Groves
REQUEST: Large Scale Comprehensive Plan Amendment; PUD (Planned Unit Development)
CASE NO.: LSCP-22-288; PUD-22-289

GENERAL LOCATION: East of US Highway 27, south of Dewey Robbins Road and north of Florida's Turnpike.

FUTURE LAND USE DESIGNATION: Lake County Rural, Rural Transition and Regional Office

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Rural; Lake County Rural Transition, City of Leesburg Estate Residential
South – Lake County Rural Transition, Lake County Regional Office, City of Groveland ISBA
East – Lake County Rural
West – Lake County Regional Office, Lake County Urban Low Density, City of Leesburg General Commercial

PROPOSED FUTURE LAND USE DESIGNATION: Neighborhood Mixed Use

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County A (Agriculture), City of Leesburg PUD (Planned Unit Development)
South – Lake County A (Agriculture), City of Leesburg PUD (Planned Unit Development); City of Groveland ISBA
East – Lake County A (Agriculture), City of Groveland ISBA
West – Lake County A (Agriculture), Lake County PUD (Planned Unit Development), Lake County C-2 (Community Commercial District), City of Leesburg PUD (Planned Unit Development)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

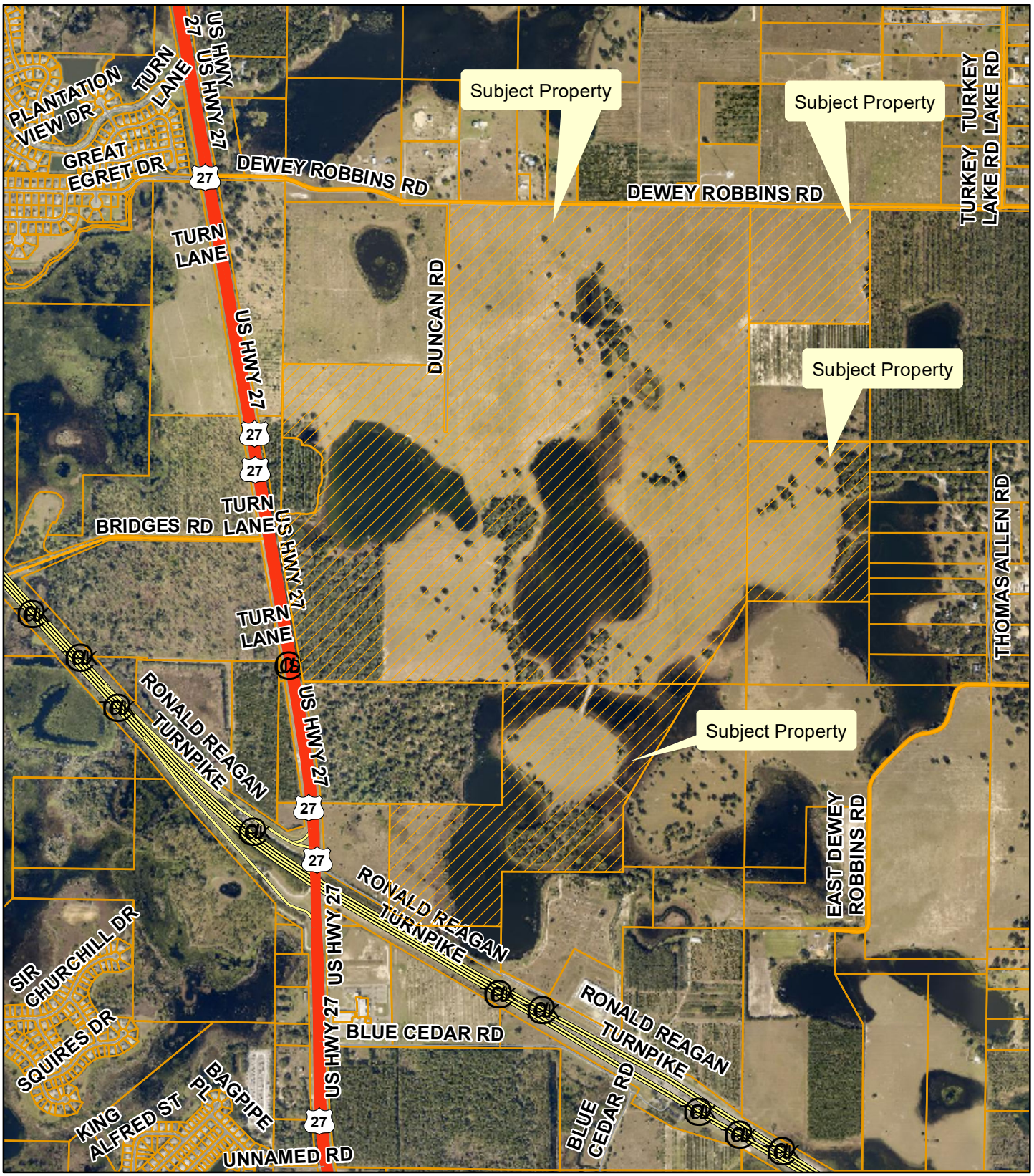
EXISTING LAND USE: Pasture

SURROUNDING EXISTING LAND USE:

North – Residential, Groves, Pasture
South – Residential, Groves, Pasture, Timber, Hospital (south of Florida's Turn Pike)
East – Pasture, Residential, Grove, Timber
West – Pasture, Timber, Grove, Crop Land

PROPOSED LAND USE: Commercial and residential development

Aerial



Planning & Zoning Division

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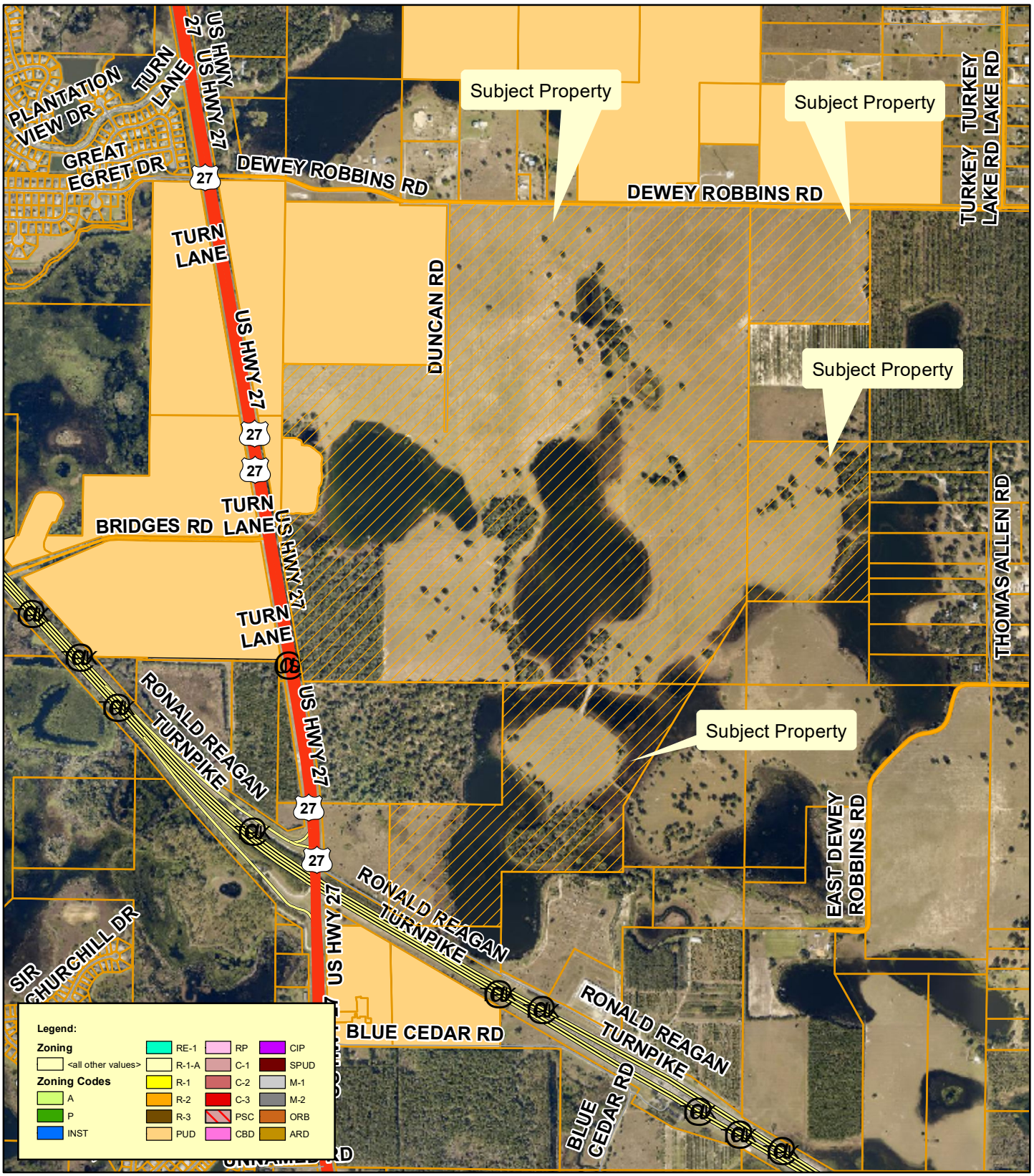
Bar-Key Groves
23220 U.S. Highway 27
AK#: 1210259; 1780951; 3884286; 1302226
Sections 05, 06, 07, Township 21 South, Range 25 East
June 15, 2022

Zoning



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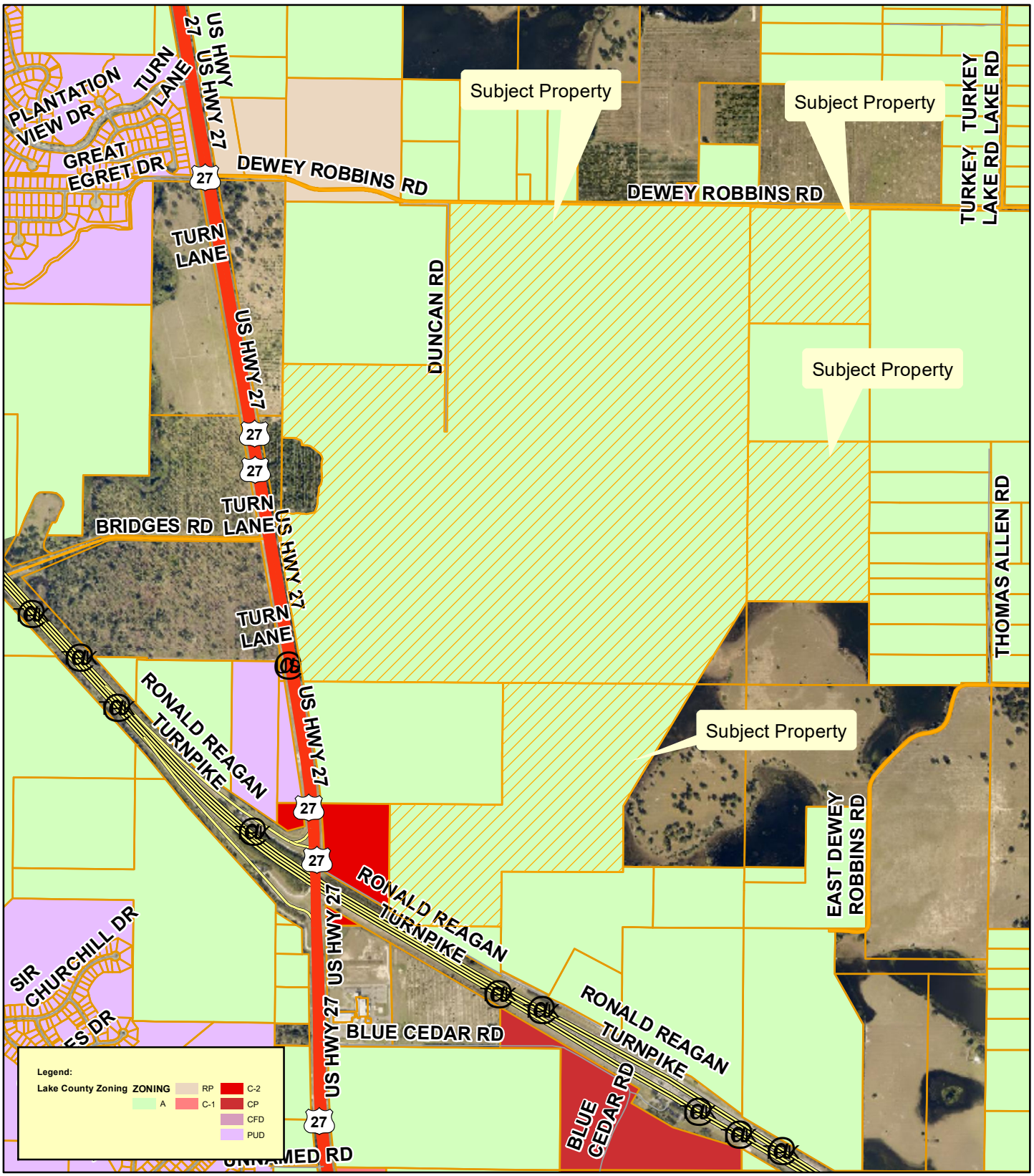
June 15, 2022

Lake County Zoning



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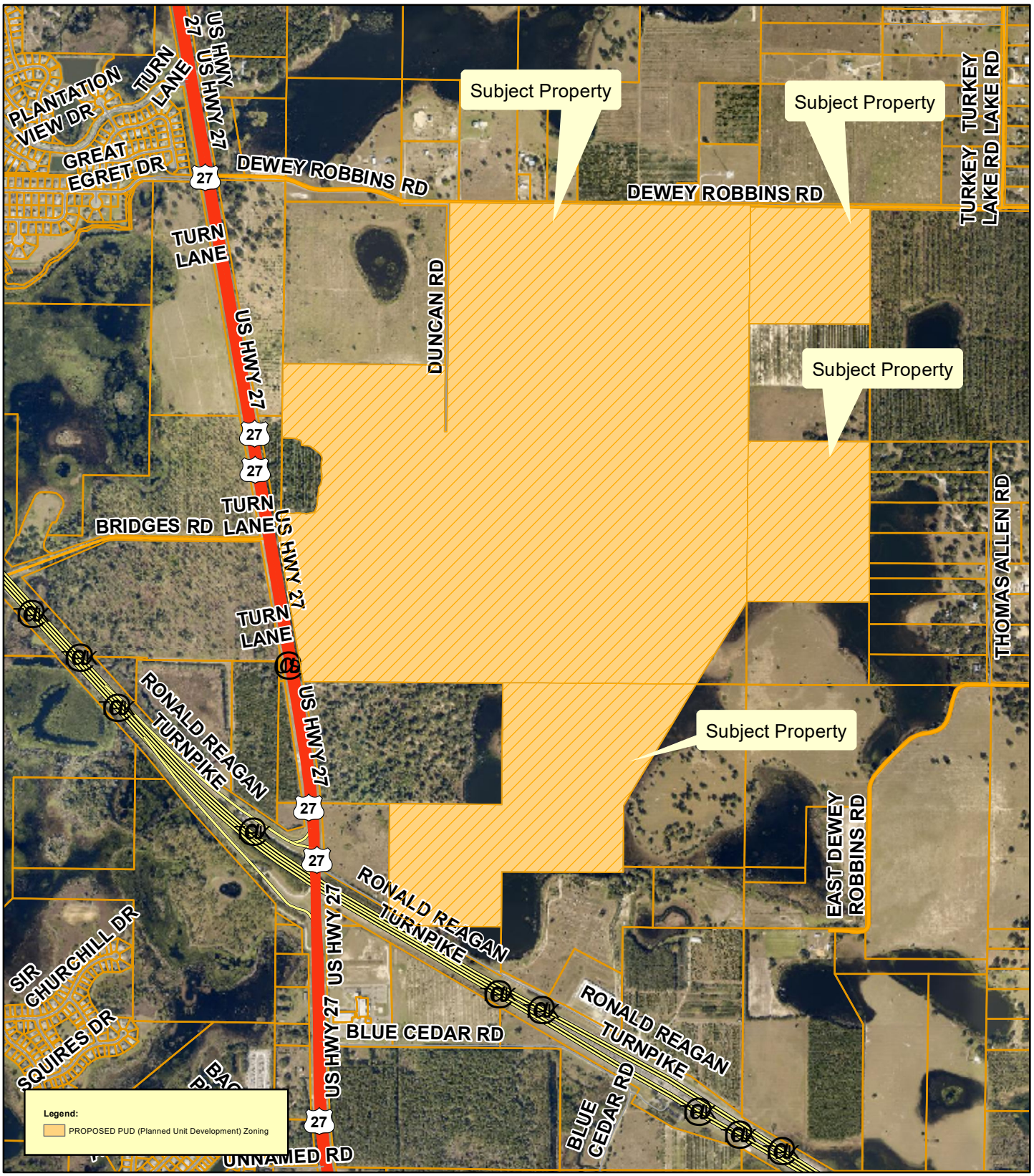
AK#: 1210259; 1780951; 3884286; 1302226
Sections 05, 06, 07, Township 21 South, Range 25 East
June 15, 2022

PROPOSED PUD (Planned Unit Development) Zoning



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AK#: 1210259; 1780951; 3884286; 1302226
Sections 05, 06, 07, Township 21 South, Range 25 East
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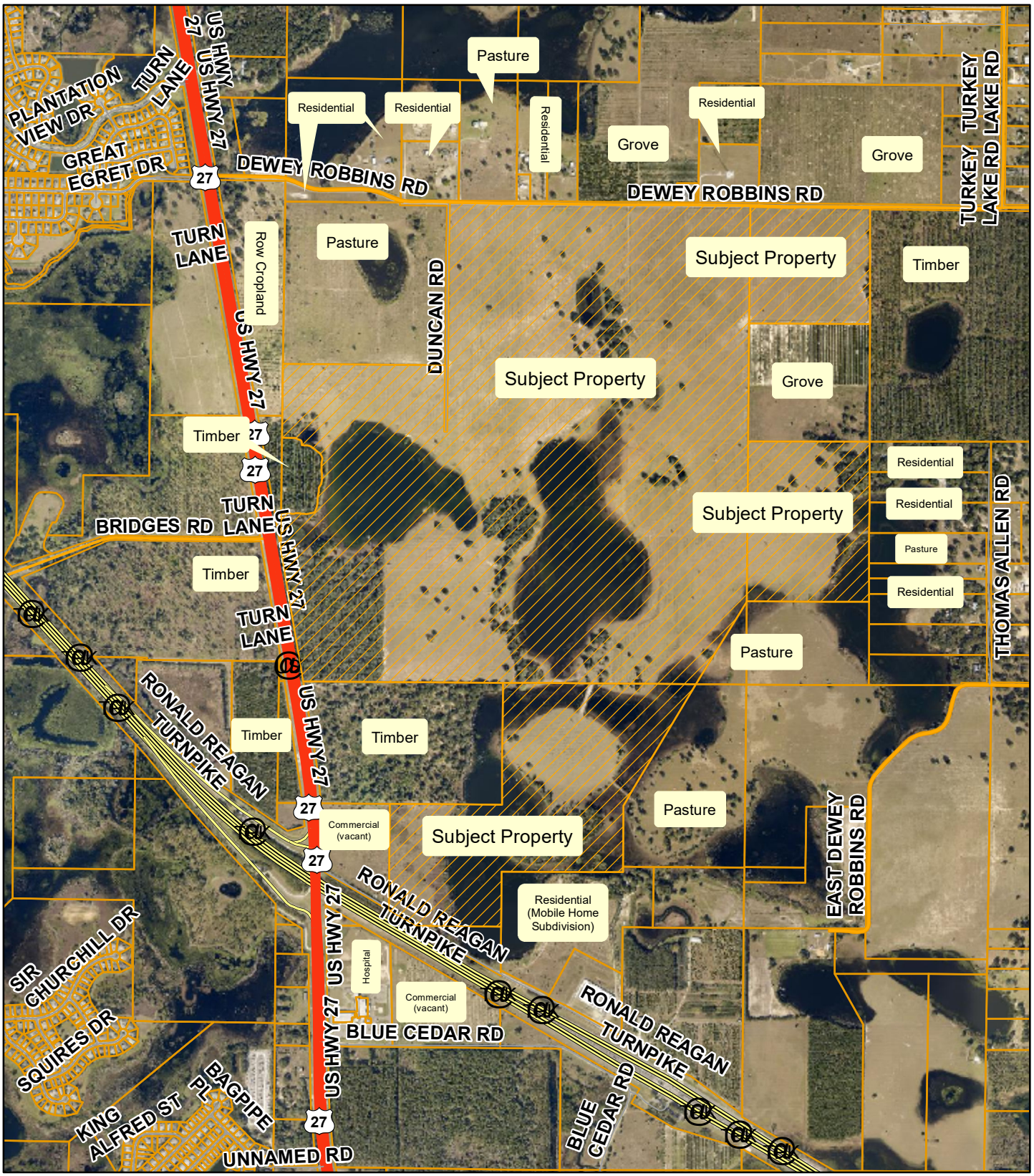
Surrounding Existing Land Uses



Planning & Zoning Division

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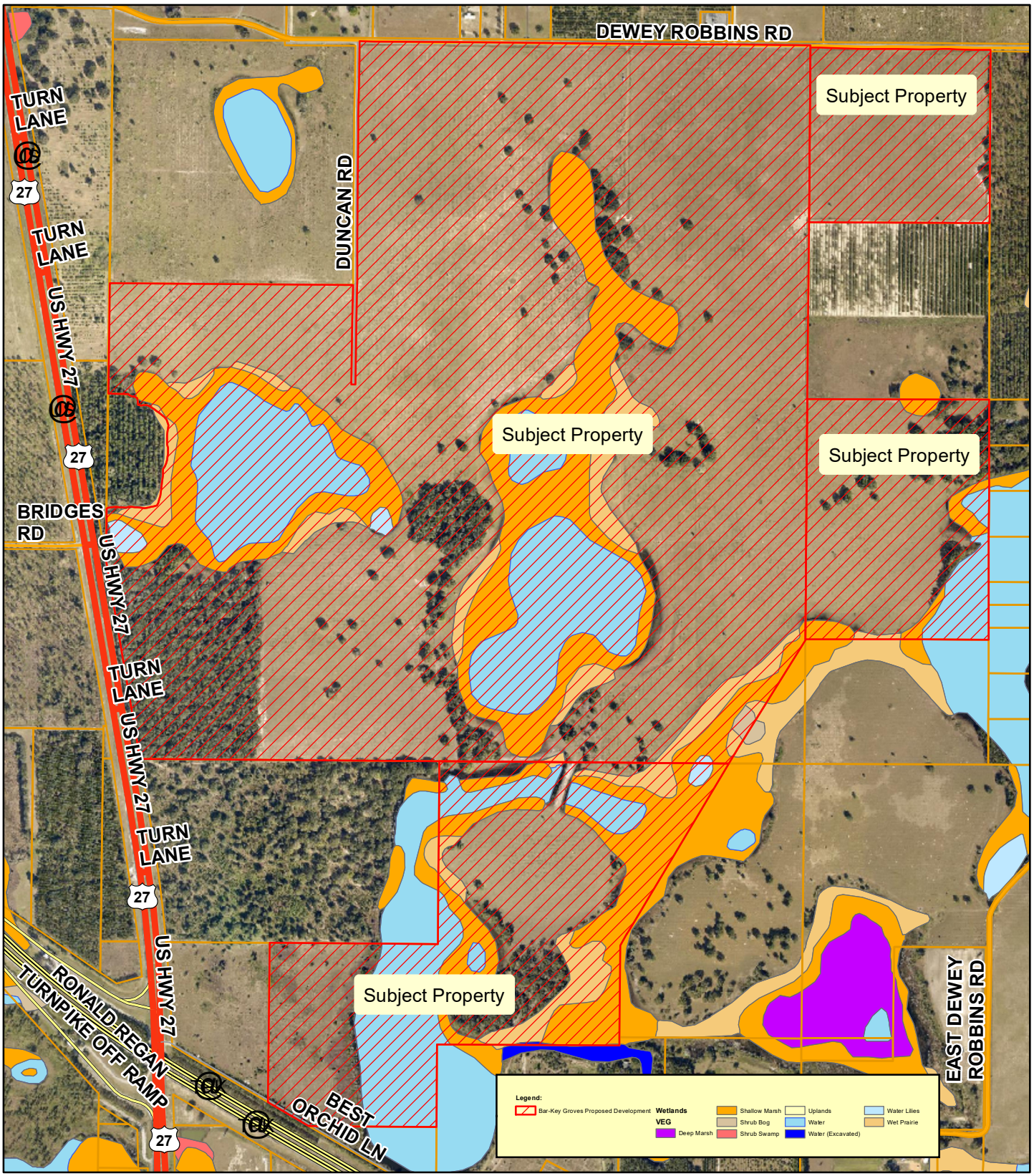
June 15, 2022

Wetlands



Planning & Zoning Division

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Bar-Key Groves
23220 U.S. Highway 27
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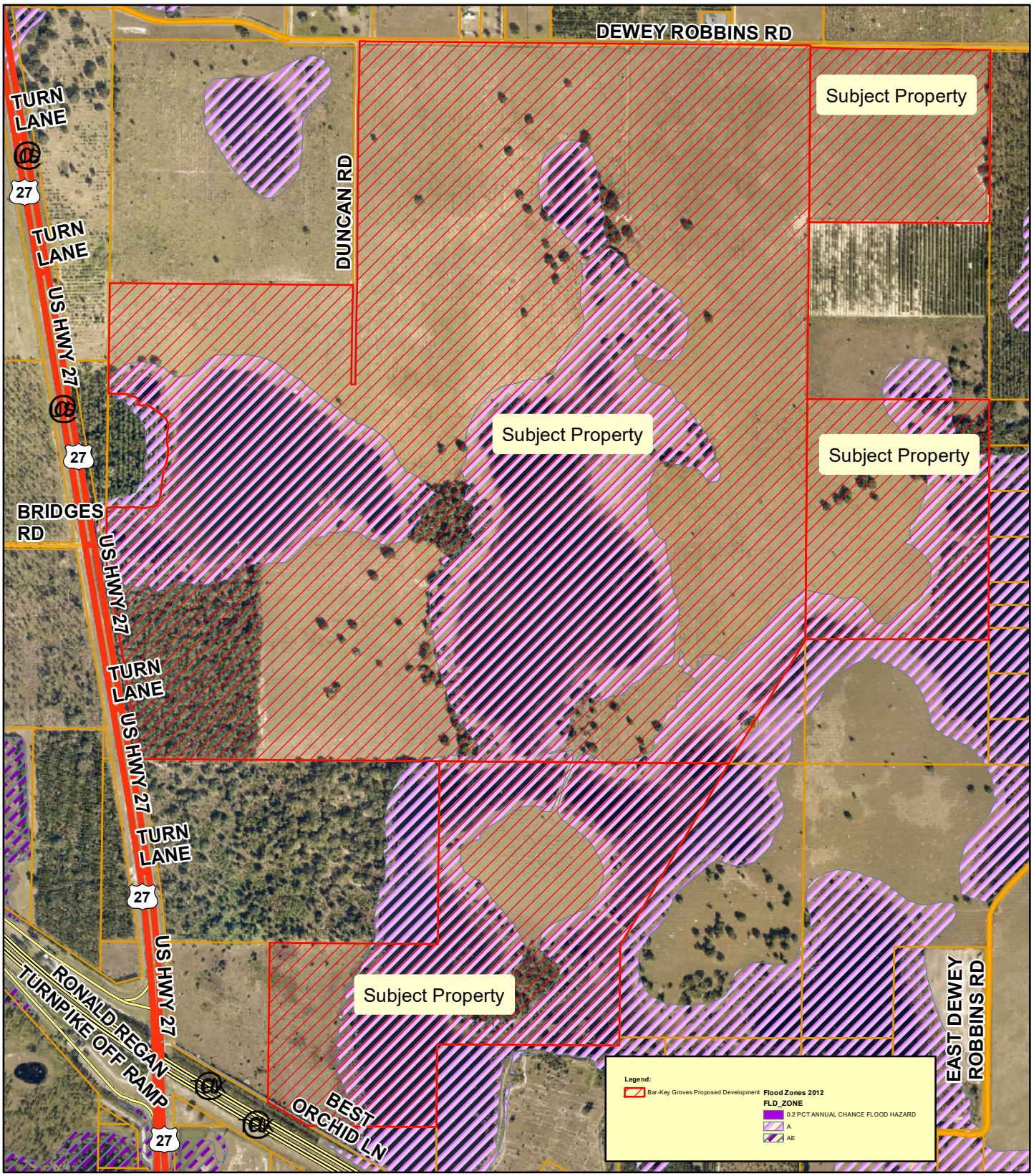
June 15, 2022

Flood Zones



Planning & Zoning Division

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Bar-Key Groves
23220 U.S. Highway 27
AK#: 1210259; 1780951; 3884286; 1302226
Sections 05, 06, 07, Township 21 South, Range 25 East
June 15, 2022

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.13.

Meeting Date: August 22, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, modifying the zoning on approximately 4.64 +/- acres, for a property generally located south of County Road 44, west of Whitney Road, and east of Executive Boulevard, lying in Section 19, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (T T Storage)

Staff Recommendation:
Planning and Zoning Staff and Planning Commission recommend approval of the request to modify the zoning of the subject property to change the expiration date of Ordinance No. 16-24 for the SPUD (Small Planned Unit Development) zoning.

Analysis:
The project site is approximately 4.64 +/- acres, and is generally south of County Road 44, west of Whitney Road, and east of Executive Boulevard as shown on the attached maps. At this time, the property is vacant and undeveloped. The request will change the expiration date of Ordinance No. 16-24 for the SPUD (Small Planned Unit Development) zoning. The existing land uses surrounding the property are vacant industrial and pasture. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on July 21, 2022 and recommended approval.

Procurement Analysis:
N/A

Options:
1. Approve the proposed modification to the SPUD (Small Planned Unit Development) to change the expiration date of Ordinance No. 16-24; or
2. Other such action as the Commission may deem appropriate.

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, MODIFYING THE ZONING ON APPROXIMATELY 4.64 +/- ACRES, FOR A PROPERTY GENERALLY LOCATED SOUTH OF COUNTY ROAD 44, WEST OF WHITNEY ROAD, AND EAST OF EXECUTIVE BOULEVARD, LYING IN SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (T T STORAGE)

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

Section 1.
Based upon the petition of Michael W. Springstead for Springstead Engineering (Petitioner) for David Anthony 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 modified to allow the expiration date to change for Ordinance No. 16-24 for the City of Leesburg SPUD (Small Planned Unit Development)), to-wit:

(Legal Description)
(See Exhibit A)

Section 2.
This ordinance shall become effective upon its passage and adoption, according to law.

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

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Exhibit A

Legal Description

BEG 374 FT N OF SE COR OF SW 1/4 OF SE 1/4 & RUN W 448.78, N|
500 FT, S 84DEG, 48MIN, 07SEC, E TO E LINE OF SW 1/4 OF SE |
1/4, S TO POB--LESS ANY PORTION THEREOF WHICH LIES WITHIN |
THE FOLLOWING PARCEL: FROM SE COR OF SW 1/4 OF SE 1/4 RUN W |
437.15 FT, N 01DEG 19MIN 01SEC W 230 FT FOR POB, CONT N |
01DEG 19MIN 01SEC W TO S'LY R/W OF HWY 44, S 67DEG 40MIN |
50SEC E ALONG R/W 27.29 FT, S 01DEG 19MIN 01SEC E 899.17 FT |
TO THE BEGINNING OF A CURVE CONCAVE NE'LY & HAVING A RADIUS |
OF 40 FT, THENCE SE'LY ALONG CURVE THROUGH A CENTRAL ANGLE |
OF 88DEG 01MIN 20SEC, A DIST OF 61.45 FT, NW'LY TO POB

Case No.: SPUD 22-294 **EXHIBIT A**
Previously Tarrs Highway 44 Commercial Ord 16-24)

TT STORAGE - LEESBURG
SPUD (SMALL PLANNED UNIT DEVELOPMENT)
Development Conditions
July 21, 2022

These Planned Development Conditions for a SPUD (Small Planned Unit Development) District are granted by the City of Leesburg, Lake County, Florida to **TT Storage - Leesburg, David Anthony, P.O. Box 510240, Punta Gorda, Florida 33951** "Permittee" for the purposes and terms and conditions as set forth herein pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Development Process" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND
The "Permittee" has applied requesting a SPUD (Small Planned Unit Development) zoning district for commercial and light industrial uses use on an approximately 4.64+/- acre site generally located on the south side of County Road 44, west of Whitney Road, within the City of Leesburg in accordance with a Planned Development Rezoning application and supplemental information. This request is to update the SPUD conditions provided under Ordinance 16-24 for the purposes of future development of the property. The previous owner did not develop the property and the phasing portion of the ordinance expired, thus requiring this update to develop. Underlined portions of this document indicate changes made from the previous ordinance to meet current City of Leesburg requirements.

PURPOSE
The purpose of this document is to provide appropriate zoning standards for a high quality built environment through the application of flexible and diversified land development requirements, which shall be implemented in conjunction with a master site development plan and the City of Leesburg Code of Ordinances, therefore allowing for more efficient and optimal use of the subject property to increase the overall economic opportunity and employment base of Leesburg, Florida.

CONDITIONS
The following conditions shall apply to the development proposed herein. In 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
Permission is hereby granted to **TT Storage Leesburg, David Anthony, P.O. Box 510240, Punta Gorda, Florida 33951,** to operate and maintain a SPUD (Small Planned Unit Development) development in and on real property in the City of Leesburg, subject to all appropriate federal, state and local permitting codes, standards and requirements.

2. LEGAL DESCRIPTION
See attached legal "Exhibit B"

3. LAND USES
The above-described property shall be developed for SPUD (Small Planned Unit Development) uses as limited herein, and pursuant to City of Leesburg development codes and standards and requirements, and as noted below.

A. Uses

Uses shall be those listed as permitted uses in this document and shall occupy the approximate area as shown on the Conceptual Site Plan, Exhibit C.

1. The following uses shall be considered "Permitted Uses"
   i. Warehouse and mini-warehouse/storage units
   ii. General office uses
   iii. Office/Warehouse uses
   iv. Retail uses as restricted herein by "Prohibited Uses"
   v. General retail uses as accessory to mini-warehouse/storage units
   vi. Permitted uses within the Commercial areas shall follow the C-3 (Highway Commercial) zoning district requirements, as amended, subject to the conditions of this document.

2. The following uses shall be considered "Prohibited Uses"
   i. Bars, clubs and lounges
   ii. Liquor/Package stores (alcohol)
   iii. Second hand "Thrift" or Consignment shops
   iv. Tattoo parlors
   v. Check cashing stores
   vi. Auto dealer/repair
   vii. Adult uses
   viii. Pawn shops
   ix. Smoke shops
   x. Junk or scrap/recycling collection/distribution
   xi. Passenger terminals
   xii. Rehab centers (including drug and alcohol)
   xiii. Residential uses
   xiv. Social services
   xv. Transient accommodations
   xvi. Truck stops
   xvii. Waste related services
   xviii. Crematoriums
   xix. All other uses which are not specifically permitted within these conditions under permitted uses, or and uses which may adversely impact the adjoining properties due to traffic, noise, dust, etc.

3. The following uses shall be considered "Accessory Uses"
   i. Outdoor storage for retail uses
   ii. Temporary modular office for use during construction
   iii. Accessory structures for outside storage

4. DEVELOPMENT STANDARDS

A. Minimum Development Standards
   1. Minimum lot development standards shall be those of the C-3 (Highway Commercial) zoning district, except as amended by these conditions.
   2. Final lot sizes and setbacks may be adjusted by staff during the site plan review process to meet the intent of this SPUD (Small Planned Unit Development) zoning.

B. Setbacks
1. Minimum distance between structures shall be 20 feet; measured from the nearest vertical wall of adjacent buildings.
2. Other setbacks shall be governed by the C-3 (Highway Commercial) zoning district.

C. Impervious Surface Coverage
1. Impervious surface coverage shall not exceed 80 percent of the total property, and open space shall not be less than 20 percent of the total property area.

D. Accessory Structures
1. Accessory structures may take up no more than 35% of the required yard areas.

E. Easements
1. As part of the development process, easements shall be provided as required by the City of Leesburg and other utility providers, including but not limited to water, wastewater, natural gas, electric, fiber, cable, and communications, for installation and maintenance of utilities

5. LANDSCAPING, IRRIGATION AND BUFFER REQUIREMENTS

A. General landscape and buffer requirements
1. A master landscape plan shall be submitted during the Site Plan Review Process for review by City staff. This plan shall show all buffer/boundary areas, parking lots, access points and new construction, and shall be reviewed for consistency with this SPUD document and City of Leesburg landscape code requirements.
2. All landscaped areas shall be designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
3. All required landscaping and buffering shall be constructed in accordance with regulations contained within the City of Leesburg Code of Ordinances, including the following:
a. A five (5) foot landscape buffer shall be constructed along the north, east and west property lines.
b. A five (5) foot landscape buffer shall be installed around the north and west office building perimeter as noted below.
4. 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.
5. For purposes of water conservation, all irrigated areas shall meet the requirements of section 25-337(c)(4), as amended, City of Leesburg Code of Ordinances.

B. Building Landscaping
1. All new building construction shall comply with Section 25-329 *Landscape Buffer Requirements,* City of Leesburg Code of Ordinances, for landscaping around building areas, including a five (5) foot landscape buffer around the building perimeter.

C. Parking Lot Landscaping
1. Paved parking aisles shall have landscape islands located at the end of each aisle.
2. Each landscape island shall be at least 200 square feet, and contain at a minimum, one canopy or understory tree, plus shrubs and groundcover.

D. Open Space

1. A minimum of twenty (20) percent of the property shall be open space. Retention areas, buffers and landscaped areas may be used for the purpose of calculating open space. Parking areas and vehicle access areas shall not be considered in calculating open space.

6. MAINTENANCE

A. Responsibility to Maintain

1. With the exception of public utilities, maintenance of all site improvements, including but not limited to drives, internal sidewalks, landscaping and drainage and all other structures shall be the responsibility of the owner.

7. SITE ACCESS

A. Site Access

1. Access to the property shall be from the west side of the property. Prior to construction, all access points shall be subject to permitting through the City of Leesburg, Lake County or the Florida Department of Transportation as required by law.

8. PARKING

A. Standard Parking Requirements

1. The permittee shall provide off-street parking spaces within the property per the conceptual site plan, as amended, pursuant to the City of Leesburg Code of Ordinances, as amended, for each use as proposed.

B. Handicapped parking requirements

1. Parking requirements for handicapped accessible spaces, including number, size and design shall be met through providing the required number based on the City of Leesburg Code of Ordinances, as amended. Handicap parking standards of the Americans with Disabilities Act shall apply.

C. Limitations

1. 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.

9. TRANSPORTATION IMPROVEMENTS

A. Approvals for Improvements

1. All transportation improvements shall be contingent upon Site Plan approval by City of Leesburg staff during development review/permit application.
2. Said approval shall also be contingent upon review and approval by the Lake Sumter MPO, Lake County and the Florida Department of Transportation as required by law.
3. The Permittee shall be responsible for obtaining all necessary Lake County and City of Leesburg permits for future development of the project site and a copy of all permits shall be provided to the City of Leesburg.
4. A traffic/transportation study or request for exemption, 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.

10. SIGNAGE

A. Ground Signs - General

1. One monument style ground sign shall be permitted for the property. The overall design and architectural style shall be consistent with the overall building design. Ground signs shall not be permitted on vacant property.
2. Ground signs shall be designed and constructed to comply with the standards and meet all sign requirements of the City of Leesburg Code of Ordinances except as noted herein.

B. Setbacks for ground signs.

1. The minimum setback from a right-of-way line shall be five (5) feet.
2. The minimum setback from any side or rear yard property line shall be twenty (20) feet.
3. The minimum setback from any residential zoning district shall be fifty (50) feet.

C. Wall signs

1. All wall signs shall be designed and constructed to comply with the standards and requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.

11. DEVELOPMENT PHASING & IMPLEMENTATION

A. Planned Phasing of Development

1. If phasing of the proposed project is desired, said project may be constructed in phases in accordance with the SPUD Small Planned Unit Development Conceptual Plan (Exhibit C) or the approved site plan as applicable. Changes to the Conceptual Development Plan or approved site plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Unit Development review process.

B. Implementation of Development

1. 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. Satisfaction of Implementation

1. Satisfaction of the implementation of development shall be attained at such point as the developer has performed any of the following:
   a. Received an approved site plan for new construction;
   b. Pulled a building permit and diligently pursued completion of a new structure as shown on the conceptual site plan.

12. DRAINAGE AND UTILITIES

A. Site Plan Required

1. Prior to receiving Final Development Plan Approval, the "Permittee" shall submit, if applicable, a Master Site Plan acceptable to the City of Leesburg. This plan shall contain:
   a. A detailed site plan demonstrating no direct discharge of stormwater runoff generated by the development into any natural surface waters or onto adjacent properties.

b. 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.

B. Service and Fees

1. 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.

C. Financial Responsibility

1. 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 development 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.

13. WETLANDS AND FLOOD ZONES

A. Existing Wetlands

1. Where wetlands exist on the site, the following requirements shall apply.
   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. Prior to disturbance or development of any wetland area, the "Permittee" shall submit and receive approval from all affected governmental agencies to include, but not limited to, St. John's River Water Management District and the State of Florida Department of Environmental Regulation.

   c. Any notice of violation from any affected agency shall be cause for a cease and desist order on permits issued by the City of Leesburg until such time as the violation has been resolved with the appropriate agency(s).

B. Wetland Buffers

1. Buildings or structures shall be an average of 50 feet from any wetland jurisdiction boundary. Under no circumstances shall the minimum buffer width be less than 30 feet.
2. Wetlands shall have a minimum upland buffer as established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.

C. Wetland Easements

1. To the extent practical, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, St. Johns River Water Management District or another legal entity such as a homeowners association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to St. Johns River Water Management District or another legal entity such as a property owners association for ownership and maintenance.

D. Development Review

1. 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 proposed construction within and near flood hazard boundary areas, to ensure compliance with all regulations.

14. STORMWATER MANAGEMENT / UTILITIES

A. Stormwater Management and Utility Plan

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. The 100-year flood plain shown on all plans and lots.
4. 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.
5. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District.
6. 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. Responsibility for improvements

1. The developer shall bear all responsibility, financial and otherwise, for the construction and installation of utility infrastructure and other improvements related to the use and development of the property, which shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.

15. DESIGN REQUIREMENTS

A. Architectural Theme

1. Each building shall have a common architectural theme for each phase and the side of buildings which face streets (public or private) shall be finished in the same materials as used in the front of buildings.

B. Screening of equipment

1. Mechanical units and roof equipment should be screened from view with parapet or other screening method so that mechanical equipment is not seen from public right-of-way and the adjacent residential property.

C. Exterior construction materials

1. Exterior building materials contribute significantly to the visual impact of a building on the community. They shall be well designed and integrated into a comprehensive design style for the project. At a minimum, the north, west and east sides of the building shall be constructed as noted herein, including the total exterior wall area of each building elevation which 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 areas, tile roofs, arched windows etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Planning and Zoning Manager for compliance.

D. Building Façade

1. Building facades shall provide architectural relief for building walls and frontage walls facing the street. Buildings shall provide a foundation or base, typically from ground to bottom of the lower windowsills, with changes in volume or material. A clear visual division shall be maintained between ground level floors and upper floors on multi-story buildings.

E. Design Variations

1. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning as subject to consistency with the overall intent of this SPUD document is maintained.

E. Dark Sky Lighting

1. 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 D, attached hereto.

16. MISCELLANEOUS CONDITIONS

A. Uses

1. 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 by the Planning Commission or City Commission, as applicable, in accordance with the Planned Unit Development amendment process.

B. Approvals

1. 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 Code of Ordinances.

C. Compliance

1. Construction and operation of the proposed use(s) shall at all times comply with City and other governmental agencies rules and regulations.

D. Transfer of Ownership

1. The transfer of ownership or lease of any or all of the property described in this SPUD 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 this Small Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Code of Ordinances, as amended.

E. Benefit

1. These SPUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition herein set out.

F. Plan Submittal

1. These conditions of approval shall be recited within the site plan and construction plan submittals.

17. LEVELS OF SERVICE AND CAPACITY

A. Levels of Service

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

B. Utilities

1. Projected Capacities

A. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

C. Financial Responsibility

1. 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.

LEGAL DESCRIPTION **EXHIBIT B**
(provided by applicant)

LEGAL DESCRIPTION TT STORAGE, LLC (ALT KEY 2545950)

FROM THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN NORTH 0°27'50" EAST ALONG THE EAST LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST 1/4, 374.0 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, RUN NORTH 89° 42' 10" WEST, 448.78 FEET; THENCE NORTH 01° 19' 01" WEST, 500 FEET; THENCE SOUTH 84° 48' 07" EAST, 465.91 FEET TO THE EAST LINE OF SAID SOUTHWEST ¼ OF THE SOUTHEAST 1/4; THENCE SOUTH 0°27' 50" WEST ALONG SAID EAST LINE 460.0 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ANY PORTION THEREOF WHICH LIES WITHIN THE FOLLOWING DESCRIBED PARCEL; FROM THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN WESTERLY ALONG THE SOUTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼, 437.15 FEET; THENCE NORTH 01° 19' 01" WEST 230 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE NORTH 01° 19' 01" WEST TO THE SOUTHERLY RIGHT OF WAY OF HIGHWAY NO. 44; THENCE SOUTH 67° 40' 50" EAST ALONG SAID RIGHT OF WAY 27.29 FEET; THENCE SOUTH 01° 19' 01" EAST 899.17 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 40 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88° 01' 20" A DISTANCE OF 61.45 FEET; THENCE NORTHWESTERLY TO THE PONIT OF BEGINNING.

(from Warranty Deed)

FROM THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN NORTH 0°27'50" EAST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, 374.0 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, RUN NORTH 89°42'10" WEST, 448.78 FEET; THENCE NORTH 01°19'01" WEST, 500 FEET; THENCE SOUTH 84°48'07" EAST, 465.91 FEET TO THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE SOUTH 0°27'50" WEST ALONG SAID EAST LINE 460.0 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ANY PORTION THEREOF WHICH LIES WITHIN THE FOLLOWING DESCRIBED PARCEL: FROM THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN WESTERLY ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, 437.15 FEET; THENCE NORTH 01°19'01" WEST 230 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE NORTH 01°19'01" WEST TO THE SOUTHERLY RIGHT OF WAY OF HIGHWAY NO. 44; THENCE SOUTH 67°40'50" EAST ALONG SAID RIGHT OF WAY 27.29 FEET; THENCE SOUTH 01°19'01" EAST 899.17 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 40 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88°01'20" A DISTANCE OF 61.45 FEET; THENCE NORTHWESTERLY TO THE POINT OF BEGINNING.

Lake County Alternate Key #: 2545950

CONCEPTUAL SITE PLAN **EXHIBIT C**

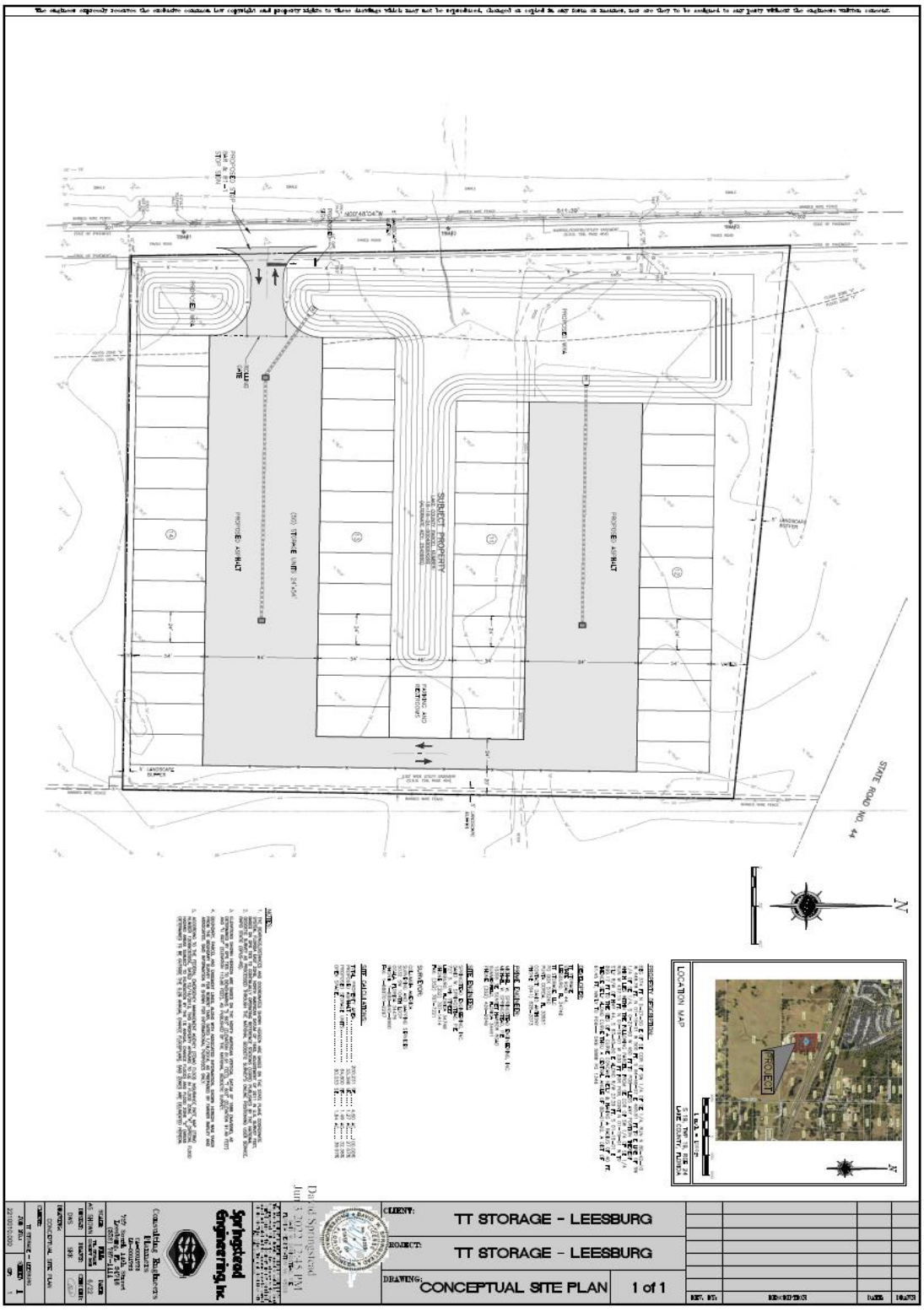

Exhibit D – Dark Sky Lighting (Acceptable designs)

TYPICAL DARK SKY LIGHTING FIXTURES

CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

DATE:	July 21, 2022
OWNER:	TT Storage LLC
PETITIONER:	David Anthony
PROJECT:	TT Storage - Leesburg
REQUEST:	Modify conditions of SPUD (Small Planned Unit Development) to change expiration date of Ordinance No. 16-24
CASE NO.:	SPUD-22-294

THE PLANNING & ZONING DIVISION RECOMMENDS:

<u>APPROVAL</u> of this request for the following reason(s):

1. The proposal is to amend Section 11. B., *Implementation of Development* of Ordinance 16-24 to extend the implementation date of the project to support future development in the area.

2. The proposed request is compatible with the current surrounding zoning districts of Lake County A (Agriculture) and Lake County MP (Planned Industrial District).

3. The proposed request is still compatible with the existing City Future Land Use designation of General Commercial.

4. The proposed request does not appear to create a detriment to surrounding properties.

Action Requested:

1. Vote to approve staff's recommendation to modify conditions of PUD 16-24, and forward the recommendation to the City Commission for consideration.

CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

DATE:	July 21, 2022
OWNER:	TT Storage LLC
PETITIONER:	David Anthony
PROJECT:	TT Storage - Leesburg
REQUEST:	Modify conditions of SPUD (Small Planned Unit Development) to change expiration date of Ordinance No. 16-24
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3. The proposed request is still compatible with the existing City Future Land Use designation of General Commercial.

4. The proposed request does not appear to create a detriment to surrounding properties.

Action Requested:

1. Vote to approve staff's recommendation to modify conditions of PUD 16-24, and forward the recommendation to the City Commission for consideration.

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: July 6, 2022
OWNER: TT Storage LLC
PETITIONER: David Anthony
PROJECT: TT Storage - Leesburg
REQUEST: Modify conditions of SPUD (Small Planned Unit Development) to change ownership and expiration date of Ordinance No. 16-24
CASE NO.: SPUD-22-294

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 7/15/22

FIRE

No comments received as of 7/15/22

ELECTRIC

We are ok with this request. Steve Davis 7/11/22

GAS

Natural gas is available. Thank you, Brandon Smith 7/11/22

GIS

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

BUILDING

No comments received as of 7/15/22

PUBLIC WORKS

Public Works has no issues with this item! Cliff Kelsey 7/7/22

ADDRESSING

No comments received as of 7/15/22

ECONOMIC DEVELOPMENT

No comments received as of 7/15/22

LAKE COUNTY PUBLIC WORKS

I am not sure the location of this one. Can you send me more info on Monday? Thanks, Seth Lynch 7/15/22

LAKE COUNTY SCHOOLS

The school district does not have comments for the SPUD condition modification. Thanks, Helen LaValley 7/12/22

PUBLIC RESPONSES

Approval

No comments received as of 7/15/22

Disapproval

No comments received as of 7/15/22

No comment

No comments received as of 7/15/22

Undecided

No comments received as of 7/15/22

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

PUBLIC COMMENTS (UNDECIDED)

Aerial

Planning & Zoning Division

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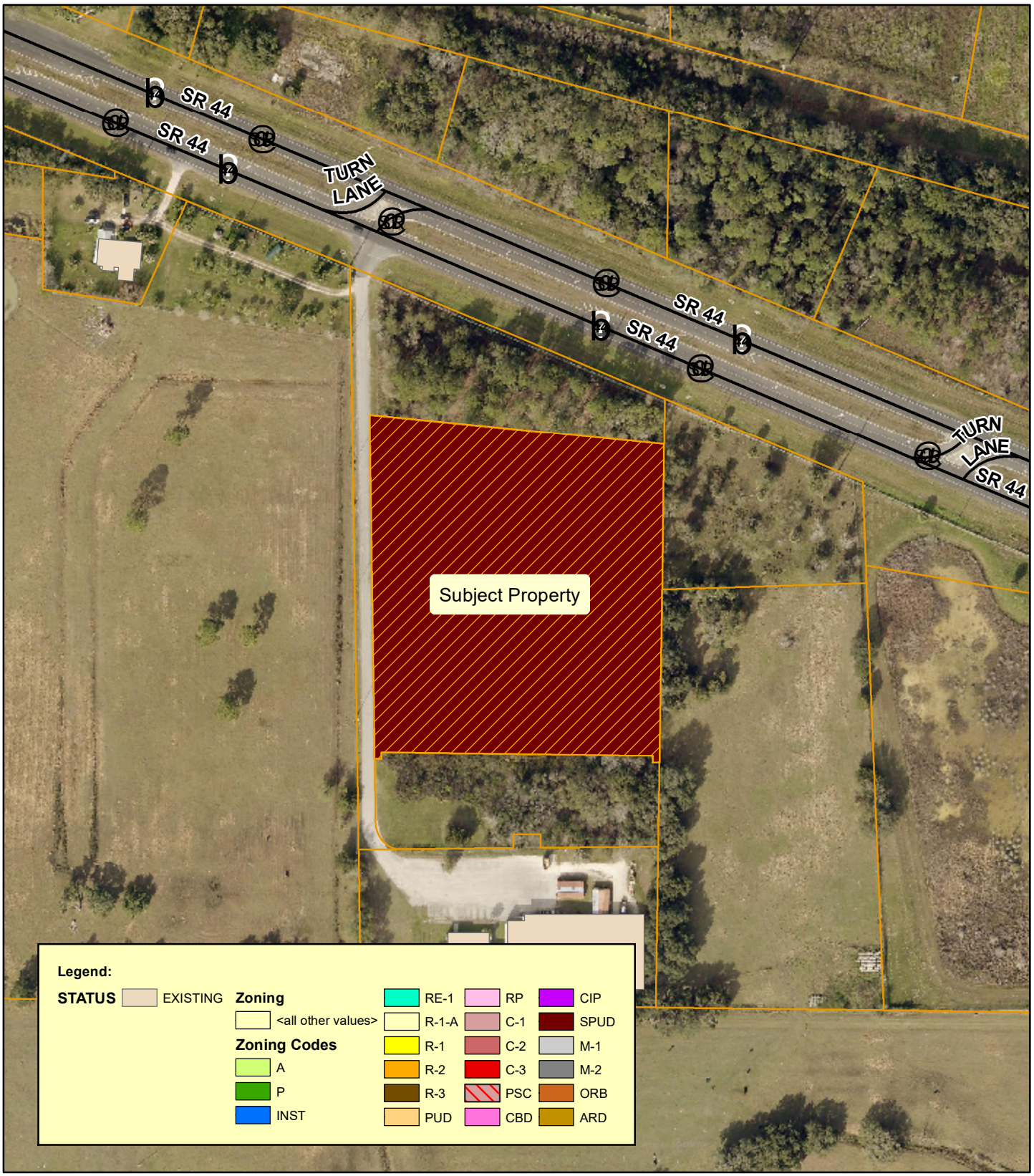
Feet

TT Storage - Leesburg
State Road 44
AK#: 2545950
Section 19 Township 19 Range 24
July 21, 2022

Zoning



Planning & Zoning Division

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TT Storage - Leesburg
State Road 44
AK#: 2545950
Section 19 Township 19 Range 24
July 21, 2022

Lake County Zoning

Planning & Zoning Division

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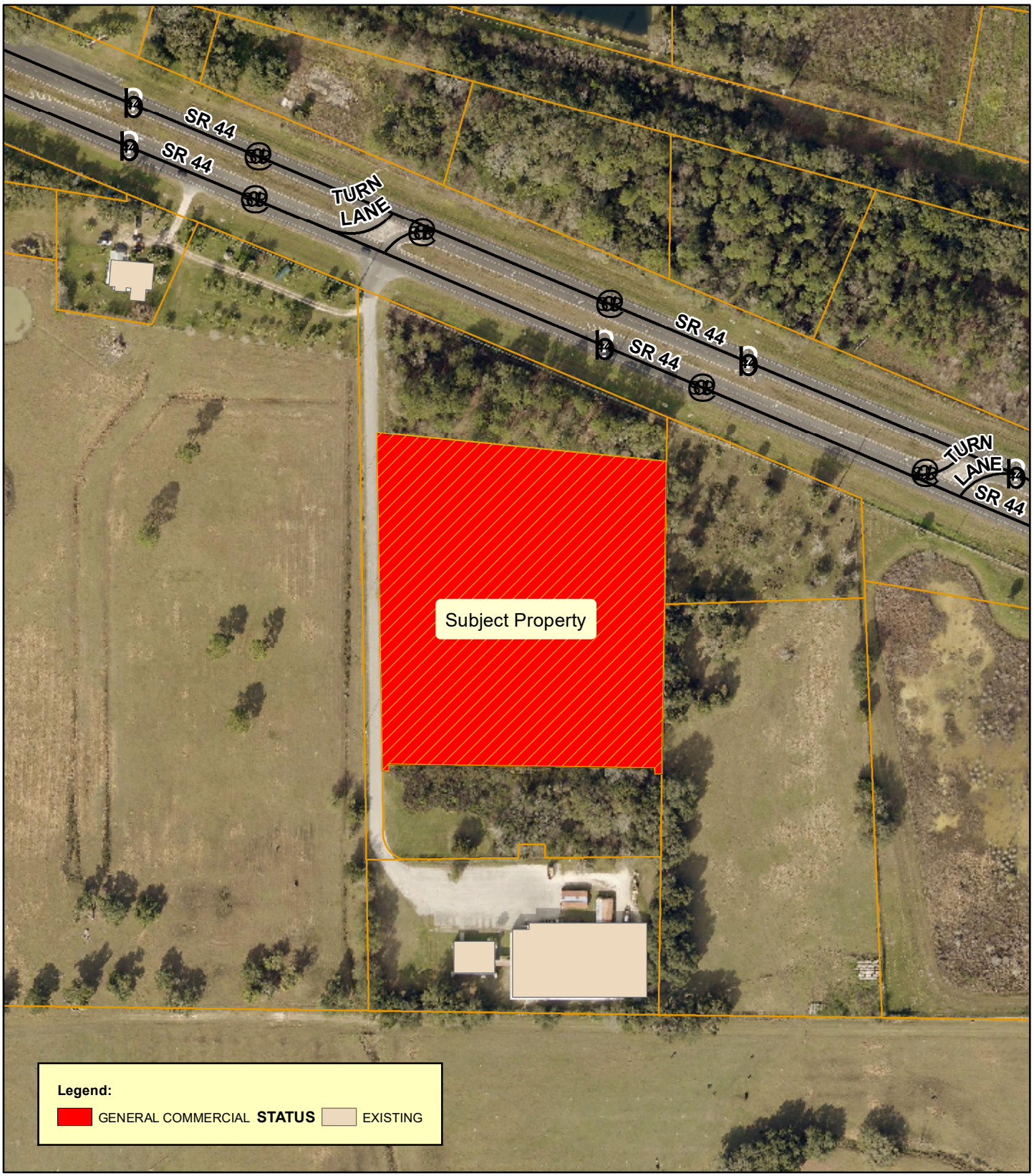
TT Storage - Leesburg
State Road 44
AK#: 2545950
Section 19 Township 19 Range 24
July 21, 2022

Future Land Use



Planning & Zoning Division

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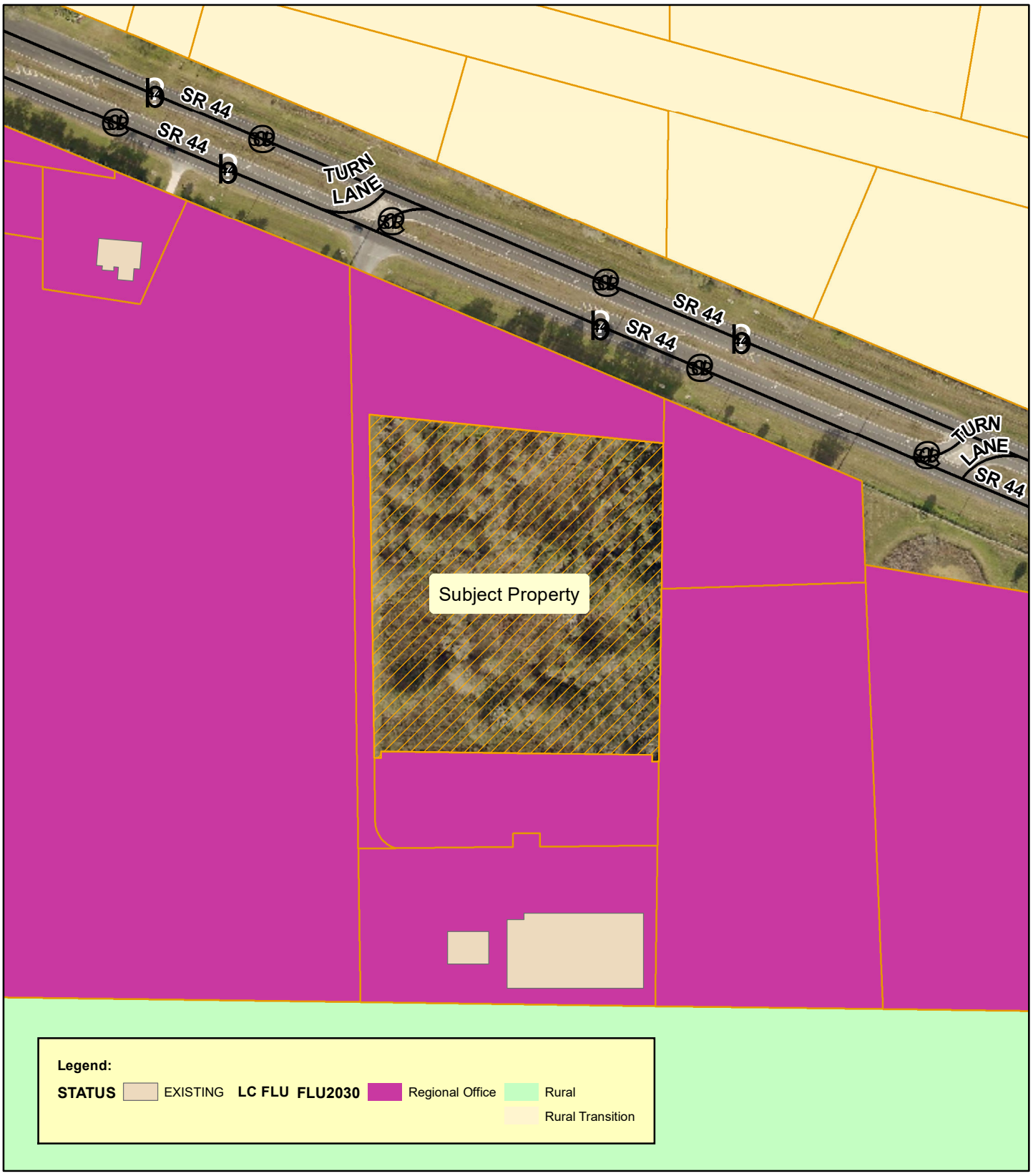
TT Storage - Leesburg
State Road 44
AK#: 2545950
Section 19 Township 19 Range 24
July 21, 2022

Lake County Future Land Use



Planning & Zoning Division

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TT Storage - Leesburg
State Road 44
AK#: 2545950
Section 19 Township 19 Range 24
July 21, 2022

Surrounding Land Use

Planning & Zoning Division

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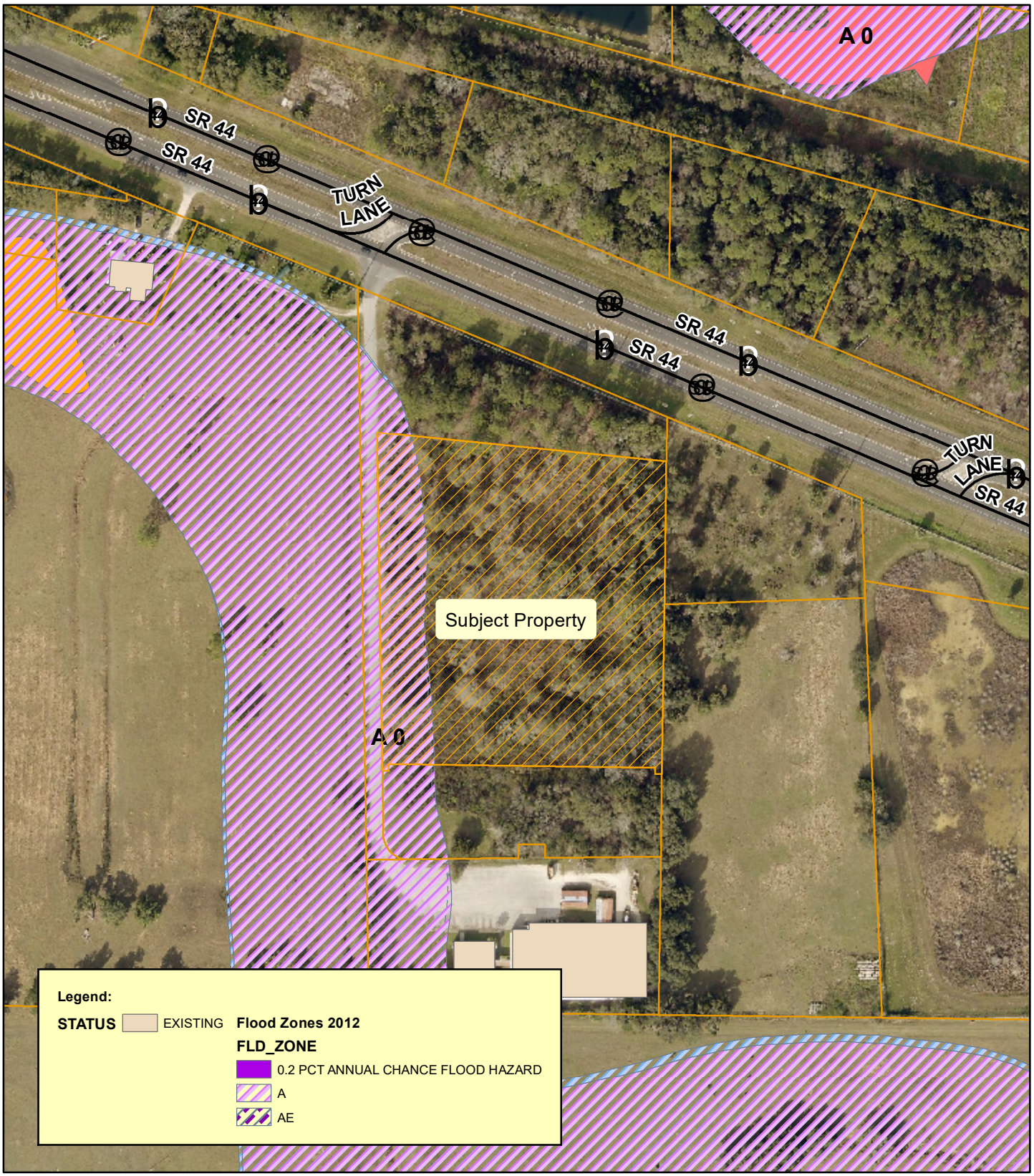
Feet

TT Storage - Leesburg
State Road 44
AK#: 2545950
Section 19 Township 19 Range 24
July 21, 2022

Wetlands and Flood Zone



Planning & Zoning Division

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TT Storage - Leesburg
State Road 44
AK#: 2545950
Section 19 Township 19 Range 24
July 21, 2022

Community Redevelopment Area

Planning & Zoning Division

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Feet

TT Storage - Leesburg
State Road 44
AK#: 2545950
Section 19 Township 19 Range 24
July 21, 2022

Commission District

Planning & Zoning Division

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TT Storage - Leesburg
State Road 44
AK#: 2545950
Section 19 Township 19 Range 24
July 21, 2022

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.14.

Meeting Date: August 22, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 3.42+/- acres; and being generally located south of West Main Street and east of Progress Road, lying in Section 29, Township 19 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Leesburg Small Bay)

Staff Recommendation:
The Planning and Zoning staff and the Planning Commission recommend approval of the proposed ordinance for annexation of Leesburg Small Bay.

Analysis:
The applicant has submitted a request for annexation of approximately 3.42 acres of land generally located south of West Main Street and east of Progress Road, as shown on the attached General Location Map. At this time, the property is for warehouse use. The current zoning is Lake County HM (Heavy Industrial District); the proposed zoning is City M-1 (Industrial). The reason for this request is to attain water and sewer service. The proposal of the property is for warehouse use.

The property is surrounded by Lake County HM (Heavy Industrial District), Lake County LM (Light Industrial District) and City M-1 (Industrial). There are no negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda, is a Small-Scale Comprehensive Plan Amendment, which, along with the Planned Unit Development Application, had recommendations for approval from the staff and Planning Commission at the public hearing held on July 21, 2022.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 3.42+/- ACRES; AND BEING GENERALLY LOCATED SOUTH OF WEST MAIN STREET AND EAST OF PROGRESS ROAD, LYING IN SECTION 29, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 3; AND PROVIDING AN EFFECTIVE DATE. (LEESBURG SMALL BAY)

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 Christopher L. Johnson (Petitioner) for Walker & Lee Investments LLC for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

Legal Description
(See Exhibit A);

Section 2.

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

territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed here by is assigned to City Commission District 3.;

Section 3.
All ordinances or parts of ordinances in conflict the any of the provisions of this ordinance are hereby repealed;

Section 4.
This ordinance shall become effective immediately upon approval at second reading.

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

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Exhibit A

Legal Description

The East 428.93 feet of the West ½ of the Northeast ¼ in Section 29, Township 19 South, Range 24 East, Lake County Florida, lying South of the Southerly Right-of-Way line of State Road No. 44 as it now exists (January, 2006) and North of the North Boundary of Lot 5 in LEESBURG WEST INDUSTRIAL PARK, A SUBDIVISION IN THE CITY OF LEESBURG, FLORIDA, according to the plat thereof, recorded in Plat Book 29, Page 85, Public Records of Lake County, Florida. Less and except the following described properties: Warranty Deed recorded in Official Records Book 593, Page 1509; Warranty Deed recorded in Official Records Book 662, Page 2295; Warranty Deed recorded in Official Records Book 694, Page 1592 and Warranty Deed recorded in Official Records Book 718, Page 2028, Public Records of Lake County, Florida.

Aerial

Planning & Zoning Division

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Feet

Leesburg Small Bay
3831 West Main Street
AK#: 1800901
Section 29, Township 19 South, Range 24 East
June 27, 2022

Surrounding Property Owners

Planning & Zoning Division

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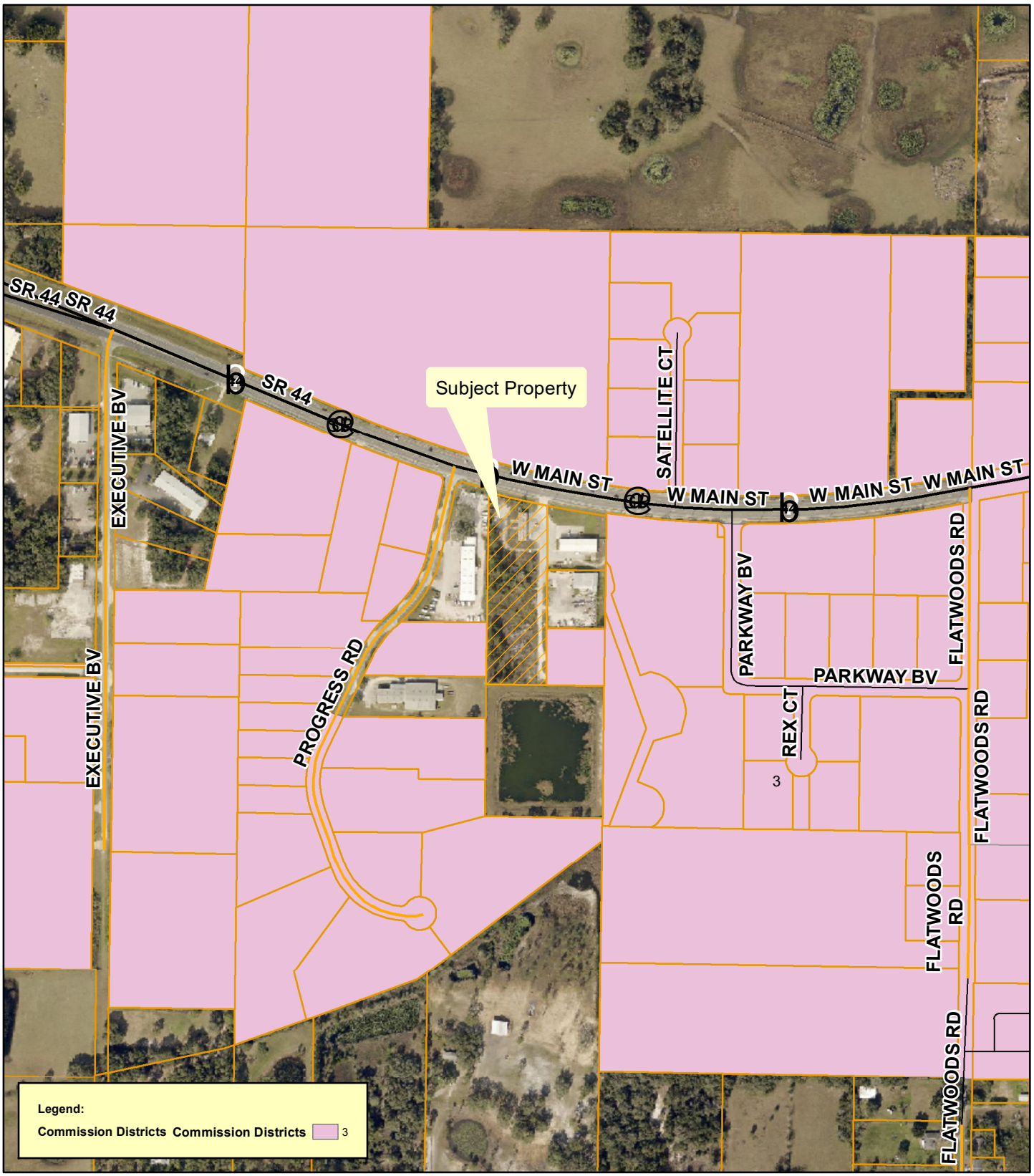
0 70 140 210 280
Feet

Leesburg Small Bay
3831 W Main Street
AK # 1800901
Section 29 Township 19 South Range 24 East
July 21, 2022

Commission District



Planning & Zoning Division

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Leesburg Small Bay
3831 West Main Street
AK#: 1800901
Section 29, Township 19 South, Range 24 East
June 27, 2022

Community Redevelopment Area

Planning & Zoning Division

Leesburg Small Bay
3831 West Main Street
AK#: 1800901
Section 29, Township 19 South, Range 24 East
June 27, 2022

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.15.

Meeting Date: August 22, 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 3.42 +/- acres from Lake County Industrial to City of Leesburg Industrial, for a property generally located south of West Main Street and east of Progress Road, lying in Section 29, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Leesburg Small Bay)

Staff Recommendation:
The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed large-scale comp plan amendment of the City's Future Land Use Map on 3.42+/- acres from Lake County Industrial to City of Leesburg Industrial.

Analysis:
The project site is approximately 3.42 acres. The property is generally located south of West Main Street and east of Progress Road. Currently, the property is for warehouse use. The proposed use is for warehouse use. The surrounding Future Land Use Map designations of Lake County Industrial, City of Leesburg Industrial, and Conservation are compatible, with the proposed future land use designation of City Industrial. The proposed zoning designation of City Industrial will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

This property lies within the ISBA (Interlocal Service Boundary Area) agreement. This agreement, which was approved by City Commission on November 24, 2014, allows property within the ISBA area but outside the current city limits to be annexed and obtain City of Leesburg utility services.

The Planning Commission held a public hearing on the application on July 21, 2022 and recommended approval.

Procurement Analysis:
N/A

Options:

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

Fiscal Impact:

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 3.42 +/- ACRES FROM LAKE COUNTY INDUSTRIAL TO CITY OF LEESBURG INDUSTRIAL, FOR A PROPERTY GENERALLY LOCATED SOUTH OF WEST MAIN STREET AND EAST OF PROGRESS ROAD, LYING IN SECTION 29, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (LEESBURG SMALL BAY)

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 3.42 acres of land generally located south of West Main Street and east of Progress Road from Lake County Industrial to City of Leesburg Industrial, as shown on the revised map of said area, lying in Section 29, Township 19 South, Range 24 East, Lake County Florida;

Section 2.
All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 3.
This ordinance shall become effective upon its passage and adoption, according to law.

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

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Exhibit A

Legal Description

The East 428.93 feet of the West ½ of the Northeast ¼ in Section 29, Township 19 South, Range 24 East, Lake County Florida, lying South of the Southerly Right-of-Way line of State Road No. 44 as it now exists (January, 2006) and North of the North Boundary of Lot 5 in LEESBURG WEST INDUSTRIAL PARK, A SUBDIVISION IN THE CITY OF LEESBURG, FLORIDA, according to the plat thereof, recorded in Plat Book 29, Page 85, Public Records of Lake County, Florida. Less and except the following described properties: Warranty Deed recorded in Official Records Book 593, Page 1509; Warranty Deed recorded in Official Records Book 662, Page 2295; Warranty Deed recorded in Official Records Book 694, Page 1592 and Warranty Deed recorded in Official Records Book 718, Page 2028, Public Records of Lake County, Florida.

Aerial

Planning & Zoning Division

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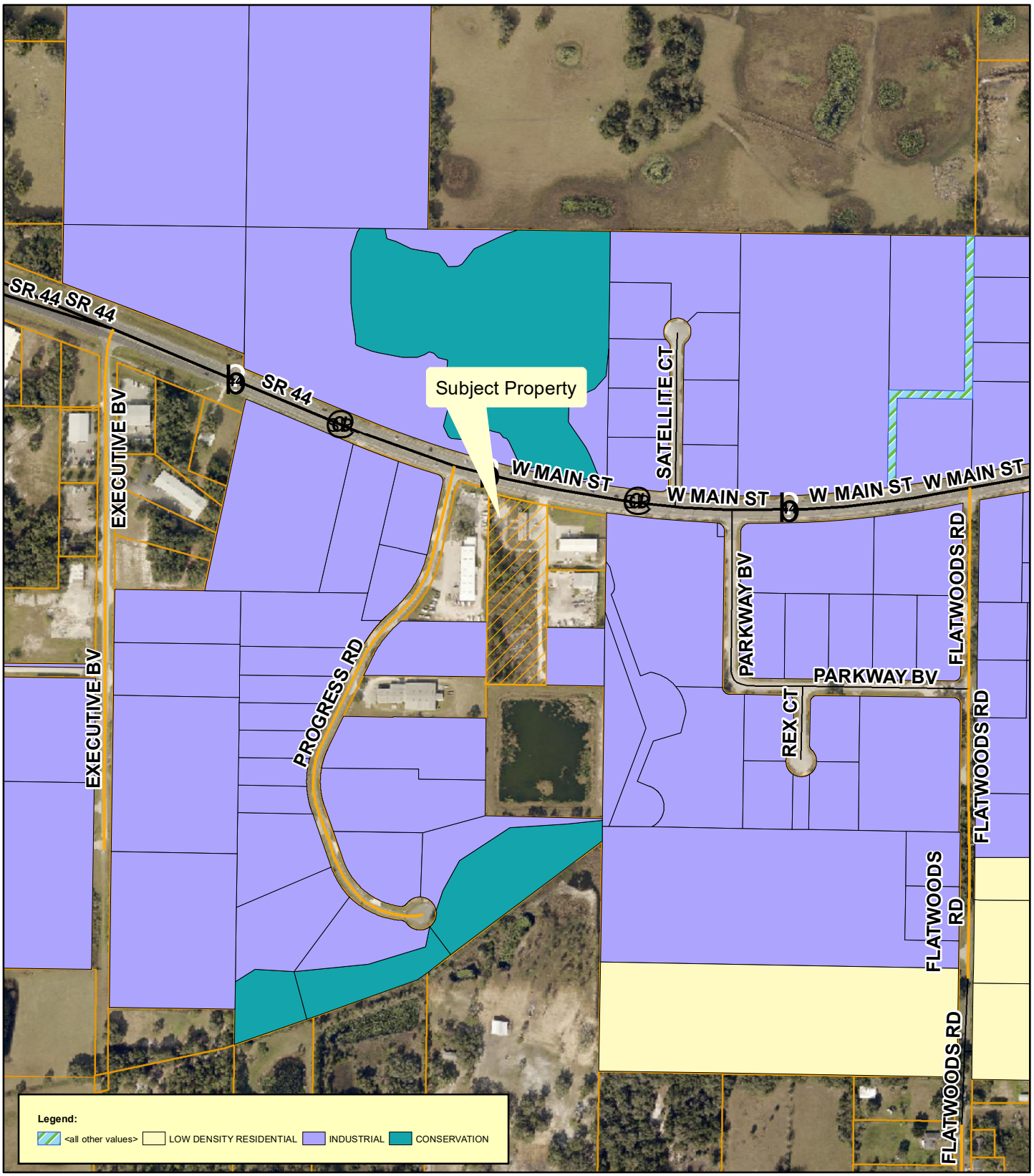
Leesburg Small Bay
3831 West Main Street
AK#: 1800901
Section 29, Township 19 South, Range 24 East
June 27, 2022

Future Land Use



Planning & Zoning Division

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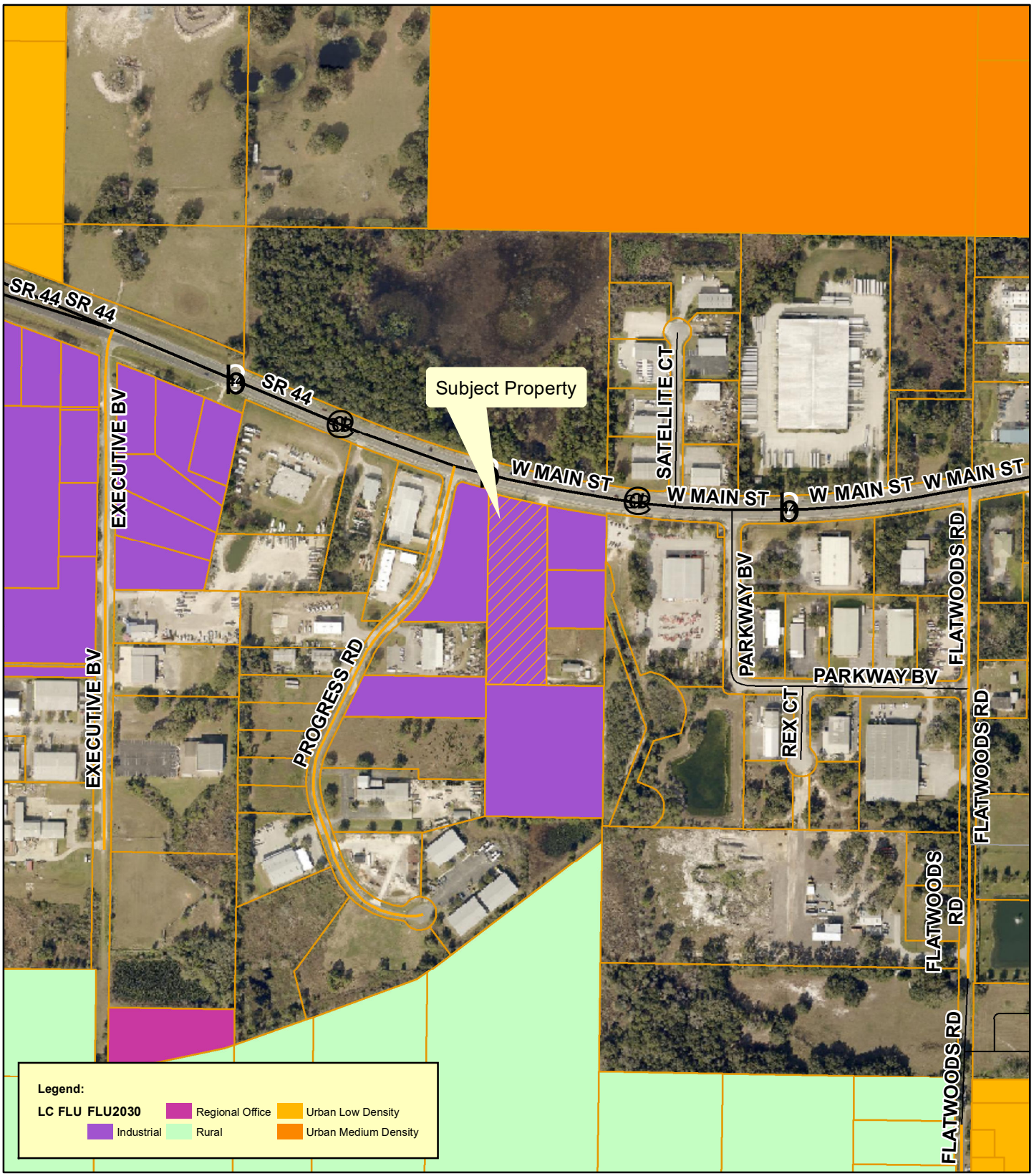
Leesburg Small Bay
3831 West Main Street
AK#: 1800901
Section 29, Township 19 South, Range 24 East
June 27, 2022

Lake County Future Land Use



Planning & Zoning Division

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Leesburg Small Bay
3831 West Main Street
AK#: 1800901
Section 29, Township 19 South, Range 24 East
June 27, 2022

PROPOSED Future Land Use

Planning & Zoning Division

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Leesburg Small Bay (Walker Lee)
ANNX-22-298; SSCP-22-299; RZ-22-300
3831 West Main Street
AK#: 1800901
Section 29, Township 19 South, Range 24 East
July 5, 2022

Surrounding Land Use

Planning & Zoning Division

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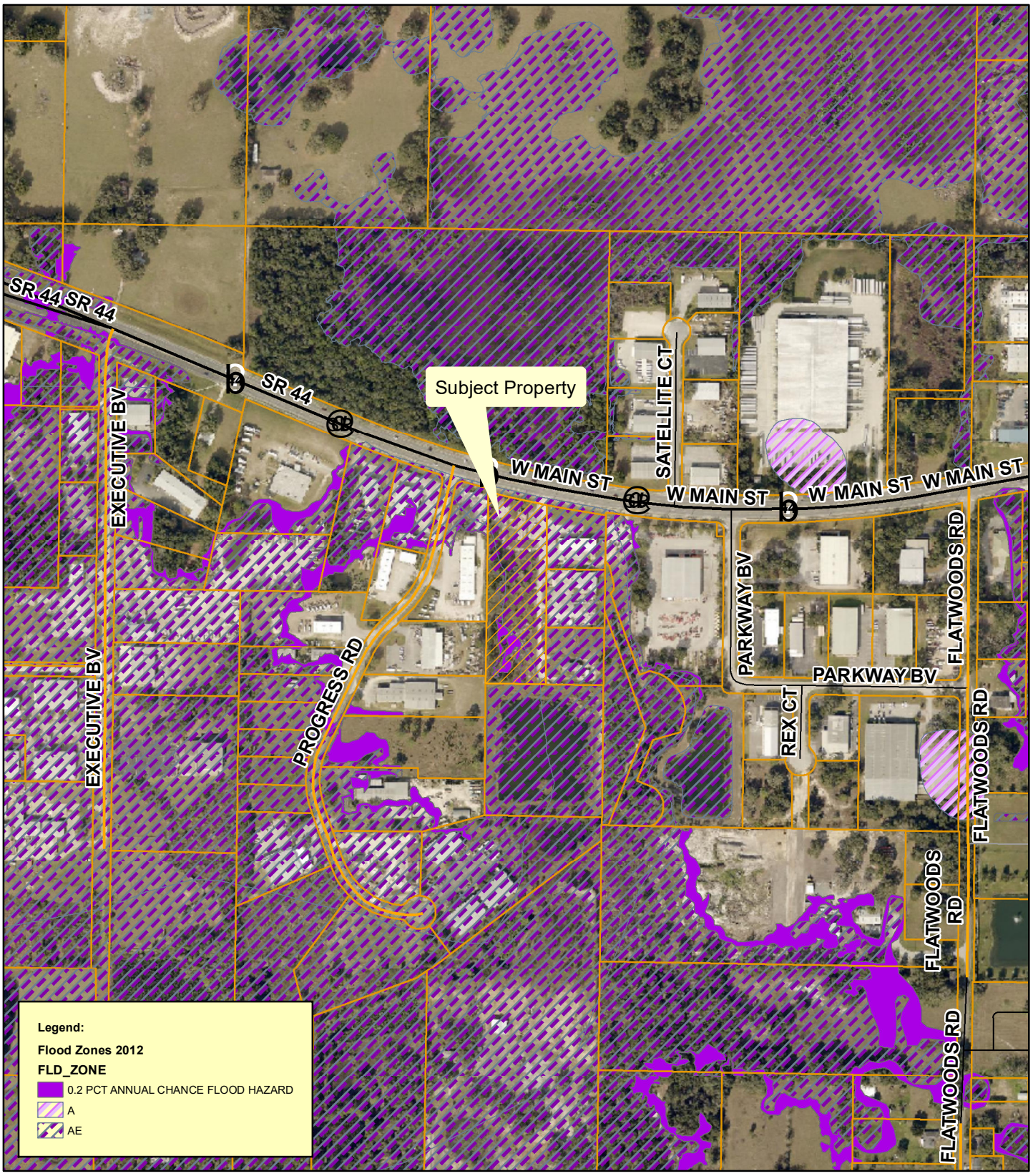
Leesburg Small Bay
3831 W Main Street
AK # 1800901
Section 29 Township 19 South Range 24 East
July 21, 2022

Flood Zones



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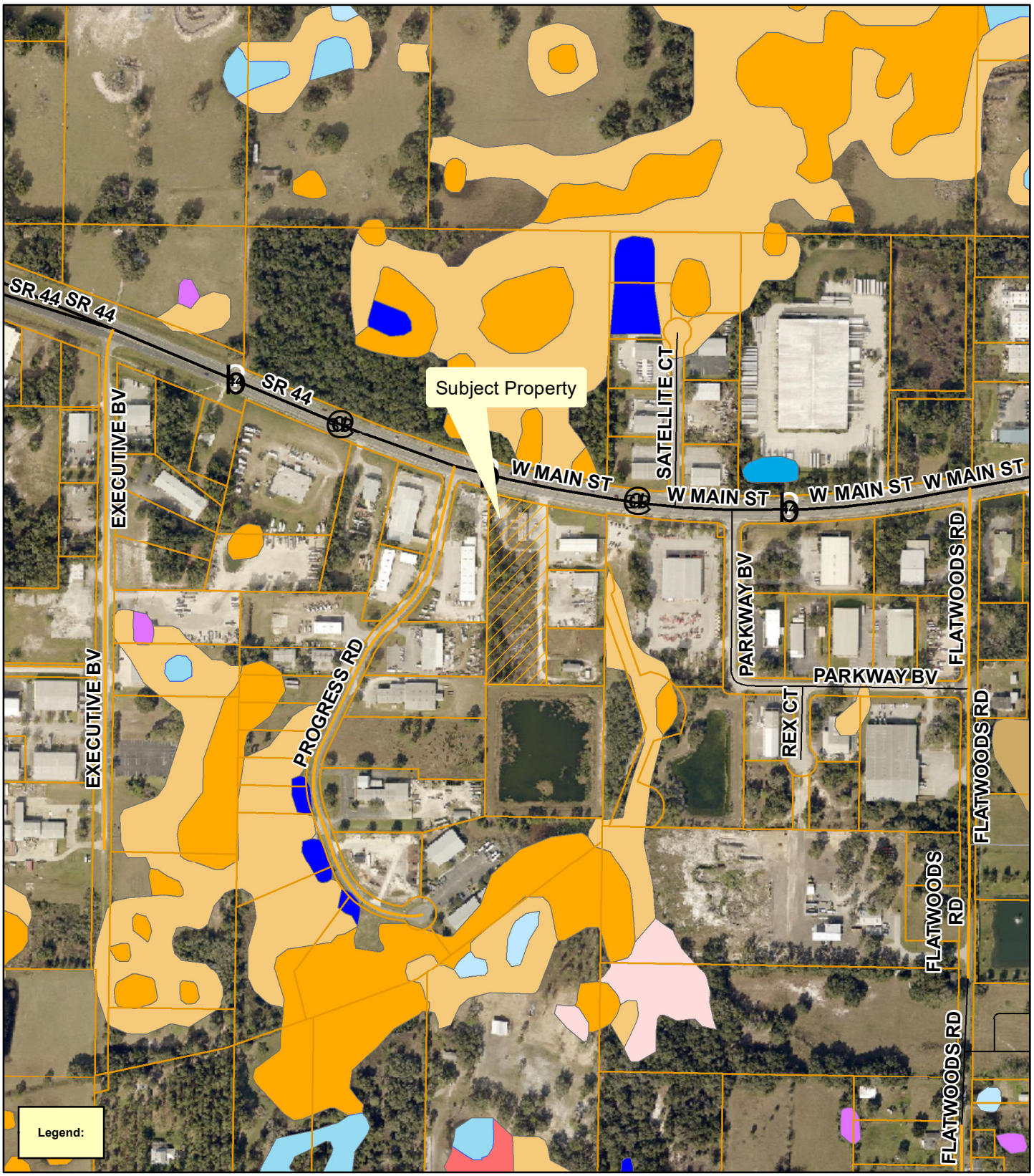
Wetlands



Planning & Zoning Division

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Leesburg Small Bay
3831 West Main Street
AK#: 1800901
Section 29, Township 19 South, Range 24 East
June 27, 2022

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: July 5, 2022

OWNER: Leesburg Small Bay (Walker & Lee Investments, LLC)
PETITIONER: Christopher L. Johnson
PROJECT: Leesburg Small Bay
REQUEST: Change Future Land Use Designation and Rezone utilize City of Leesburg utilities
CASE NO.: SSCP-22-299; RZ-22-300

GENERAL LOCATION: South of West Main Street and east of Progress Road.

FUTURE LAND USE DESIGNATION: Lake County Industrial

SURROUNDING FUTURE LAND USE DESIGNATION:
North – City Industrial, Conservation
South – Lake County Industrial
East – Lake County Industrial, City Industrial
West – Lake County Industrial, City Industrial

PROPOSED FUTURE LAND USE DESIGNATION: Industrial

EXISTING ZONING DESIGNATION: Lake County HM (Heavy Industrial District)

SURROUNDING ZONING DESIGNATIONS:
North – City M-1 (Industrial)
South – Lake County HM (Heavy Industrial District)
East – Lake County LM (Light Industrial District), City M-1 (Industrial)
West – Lake County HM (Heavy Industrial District), City M-1 (Industrial)

PROPOSED ZONING DESIGNATION: M-1 (Industrial)

EXISTING LAND USE: Light Manufacturing Pre-Eng Building

SURROUNDING LAND USE:
North – City Industrial, Conservation
South – Lake County Industrial
East – Lake County Industrial, City Industrial
West – Lake County Industrial, City Industrial

PROPOSED LAND USE: Small Bay Warehouse

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: July 5, 2022
OWNER: Leesburg Small Bay (Walker & Lee Investments, LLC)
PETITIONER: Christopher L. Johnson
PROJECT: Leesburg Small Bay
REQUEST: Change Future Land Use Designation and Rezone utilize City of Leesburg utilities
CASE NO.: SSCP-22-299; RZ-22-300

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 7/15/22

FIRE

No commentss received as of 7/15/22

ELECTRIC

Leesburg Electric has no objections. Easements will be required. It is suggested the developer touch base with Electric prior to submitting a site plan to work out easement issues, as well as future power requirements and locations. Steve Davis 7/6/22

GAS

Natural gas is available. Brandon Smith 7/11/22

GIS

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

BUILDING

No comments received as of 7/15/22

PUBLIC WORKS

Public Works has no issues with this item, however the proponent should be advised that they are in the Leesburg Utilities Service Area and can/must connect to our services regardless of zoning use. Cliff Kelsey 7/7/22

ADDRESSING

No comments received as of 7/15/22

ECONOMIC DEVELOPMENT

No comments received as of 7/15/22

LAKE COUNTY PUBLIC WORKS

I have no comment on this rezoning. Thanks, Seth Lynch 7/15/22

LAKE COUNTY SCHOOLS

No comments received as of 7/15/22

PUBLIC RESPONSES

Approval

No comments received as of 7/15/22

Disapproval

No comments received as of 7/15/22

No comment

No comments received as of 7/15/22

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

DATE:	July 21, 2022
OWNER:	Leesburg Small Bay (Walker & Lee Investments, LLC)
PETITIONER:	Christopher L. Johnson
PROJECT:	Leesburg Small Bay
REQUEST:	Change Future Land Use Designation from Lake County Industrial to City of Leesburg Industrial
CASE NO.:	SSCP-22-299

THE PLANNING & ZONING DIVISION RECOMMENDS:

<u>APPROVAL</u> 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 Industrial is compatible with the current surrounding Future Land Use categories of City Industrial, and does not appear to create a detriment to the nearby under the Conservation category, and is compatible with Lake County Industrial.

3. The proposed Future Land Use Designation of Industrial is compatible with the proposed zoning of City M-1 (Industrial), and does not appear to create a detriment to the adjacent zoning districts of City M-1 (Industrial); Lake County HM (Heavy Industrial District), and LM (Light Industrial District)..

4. The proposed Future Land Use Designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve staff's recommendation to change the future land use of the subject property from Lake County Industrial to City of Leesburg Industrial and forward to the City Commission for consideration.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.16.

Meeting Date: August 22, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 3.42+/- acres from Lake County HM (Heavy Industrial) to City of Leesburg M-1 (Industrial) to allow a warehouse for a property generally located south of West Main Street and east of Progress Road, lying in Section 29, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Leesburg Small Bay)

Staff Recommendation:
Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County HM (Heavy Industrial) to City of Leesburg M-1 (Industrial) to allow for warehouse use.

Analysis:
The project site is approximately 3.24 +/- acres, and is generally located south of West Main Street and east of Progress Road as shown on the attached maps. At this time, the property is for warehouse use. The proposal will allow for warehouse use. The existing land uses surrounding the property are vacant industrial, improved gov't state, shopping center, warehouse, and light manufacturing. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on July 21, 2022 and recommended approval.

Procurement Analysis:
N/A

Options:
1. Approve the proposed rezoning to M-1 (Industrial); 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 3.42+/- ACRES FROM LAKE COUNTY HM (HEAVY INDUSTRIAL) TO CITY OF LEESBURG M-1 (INDUSTRIAL) TO ALLOW A WAREHOUSE FOR A PROPERTY GENERALLY LOCATED SOUTH OF WEST MAIN STREET AND EAST OF PROGRESS ROAD, LYING IN SECTION 29, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (LEESBURG SMALL BAY)

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

Section 1.
Based upon the petition of Christopher L. Johnson (Petitioner) for Walker & Lee Investments LLC 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 HM (Heavy Industrial District) to City of Leesburg M-1 (Industrial), to-wit:

(Legal Description)
(See Exhibit A);

Section 2.
This ordinance shall become effective upon its passage and adoption, according to law.

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

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Exhibit A

Legal Description

The East 428.93 feet of the West ½ of the Northeast ¼ in Section 29, Township 19 South, Range 24 East, Lake County Florida, lying South of the Southerly Right-of-Way line of State Road No. 44 as it now exists (January, 2006) and North of the North Boundary of Lot 5 in LEESBURG WEST INDUSTRIAL PARK, A SUBDIVISION IN THE CITY OF LEESBURG, FLORIDA, according to the plat thereof, recorded in Plat Book 29, Page 85, Public Records of Lake County, Florida. Less and except the following described properties: Warranty Deed recorded in Official Records Book 593, Page 1509; Warranty Deed recorded in Official Records Book 662, Page 2295; Warranty Deed recorded in Official Records Book 694, Page 1592 and Warranty Deed recorded in Official Records Book 718, Page 2028, Public Records of Lake County, Florida.

CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

DATE:	July 21, 2022
OWNER:	Leesburg Small Bay (Walker & Lee Investments, LLC)
PETITIONER:	Christopher L. Johnson
PROJECT:	Leesburg Small Bay
REQUEST:	Rezoning form Lake County HM (Heavy Industrial to City of Leesburg M-1 (Industrial)
CASE NO.:	RZ-22-300

THE PLANNING & ZONING DIVISION RECOMMENDS:

<u>APPROVAL</u> of this request for the following reason(s):

1. The proposed request is compatible with the current surrounding zoning districts of Lake County HM (Heavy Industrial District), LM (Light Industrial District) and City M-1 (Industrial).

2. The proposed zoning district of M-1 (Industrial) is compatible with the existing City Future Land Use designation of Industrial.

3. As conditioned, the proposed use does not appear to be detrimental to surrounding properties.

4. 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 HM (Heavy Industrial District) to City of Leesburg M-1 (Industrial) and forward the recommendation to the City Commission for consideration.

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: July 5, 2022

OWNER: Leesburg Small Bay (Walker & Lee Investments, LLC)
PETITIONER: Christopher L. Johnson
PROJECT: Leesburg Small Bay
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CASE NO.: SSCP-22-299; RZ-22-300

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South – Lake County Industrial
East – Lake County Industrial, City Industrial
West – Lake County Industrial, City Industrial

PROPOSED FUTURE LAND USE DESIGNATION: Industrial

EXISTING ZONING DESIGNATION: Lake County HM (Heavy Industrial District)

SURROUNDING ZONING DESIGNATIONS:
North – City M-1 (Industrial)
South – Lake County HM (Heavy Industrial District)
East – Lake County LM (Light Industrial District), City M-1 (Industrial)
West – Lake County HM (Heavy Industrial District), City M-1 (Industrial)

PROPOSED ZONING DESIGNATION: M-1 (Industrial)

EXISTING LAND USE: Light Manufacturing Pre-Eng Building

SURROUNDING LAND USE:
North – City Industrial, Conservation
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PROPOSED LAND USE: Small Bay Warehouse

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: July 5, 2022
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PUBLIC WORKS

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ADDRESSING

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LAKE COUNTY PUBLIC WORKS

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LAKE COUNTY SCHOOLS

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PUBLIC RESPONSES

Approval

No comments received as of 7/15/22

Disapproval

No comments received as of 7/15/22

No comment

No comments received as of 7/15/22

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Aerial

Planning & Zoning Division

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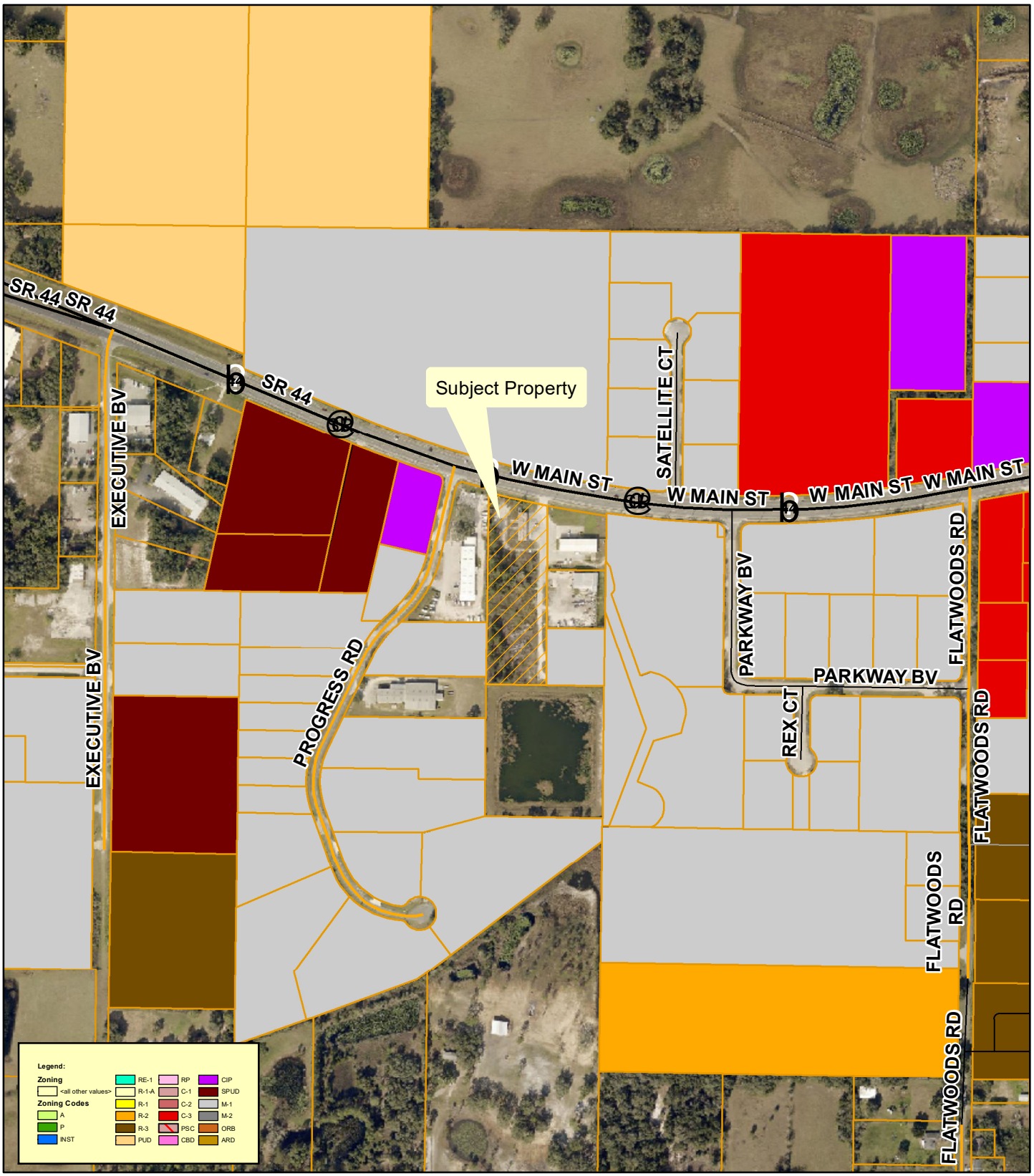
3831 West Main Street
AK#: 1800901
Section 29, Township 19 South, Range 24 East
June 27, 2022

Zoning



Planning & Zoning Division

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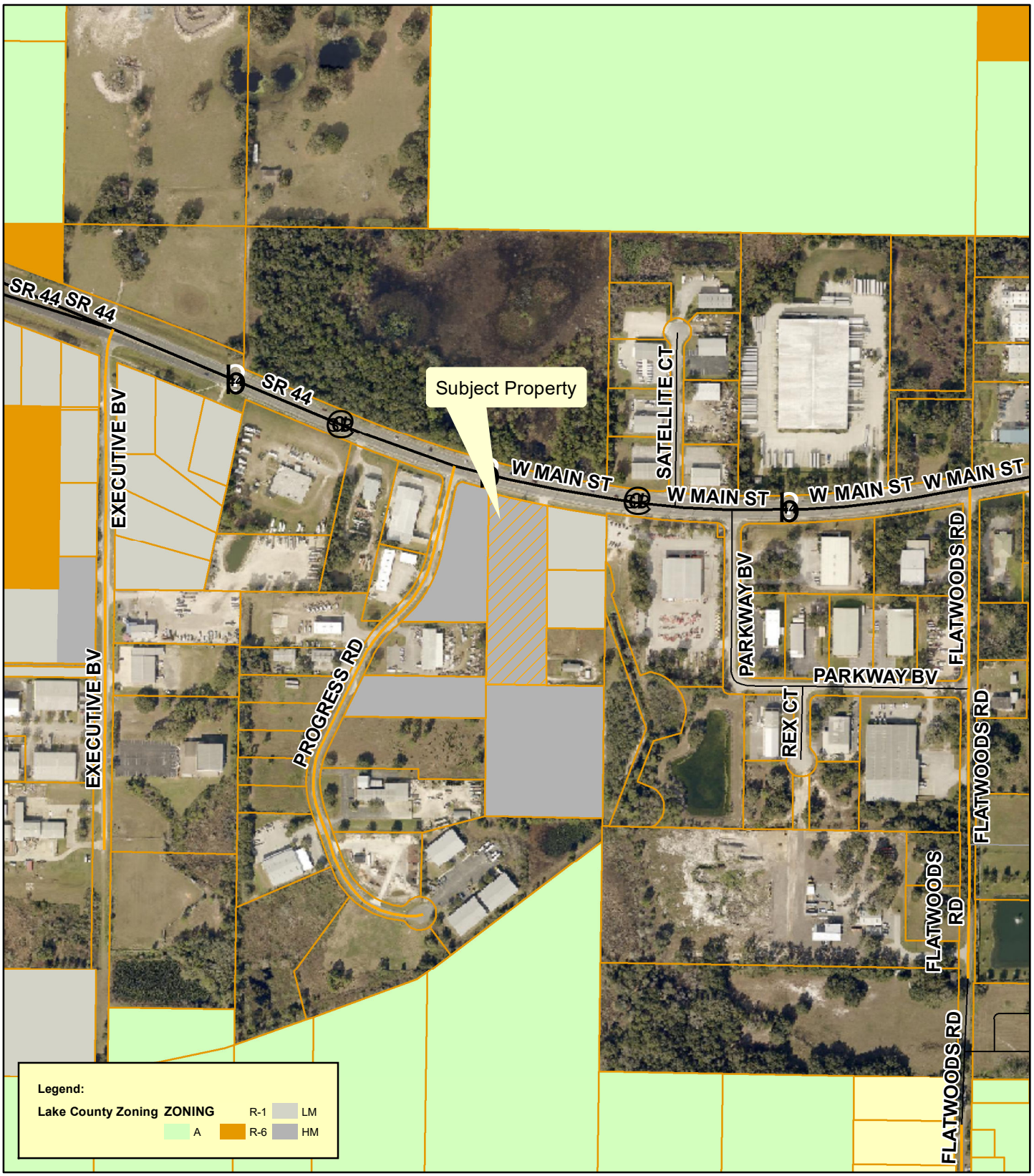
Lake County Zoning



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Leesburg Small Bay
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PROPOSED Zoning

Planning & Zoning Division

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3831 West Main Street
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Surrounding Land Use

Planning & Zoning Division

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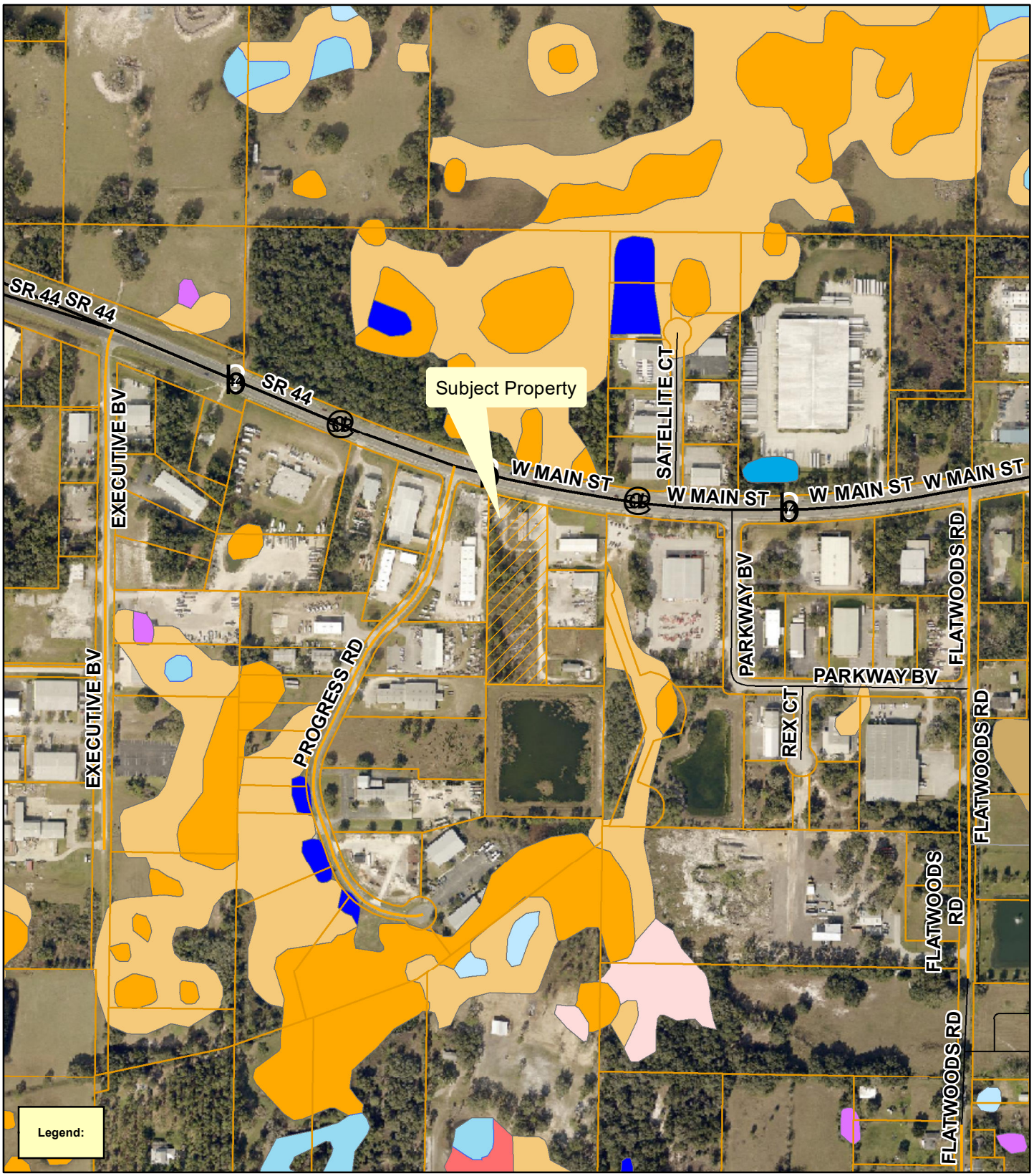
Section 29 Township 19 South Range 24 East
July 21, 2022

Wetlands



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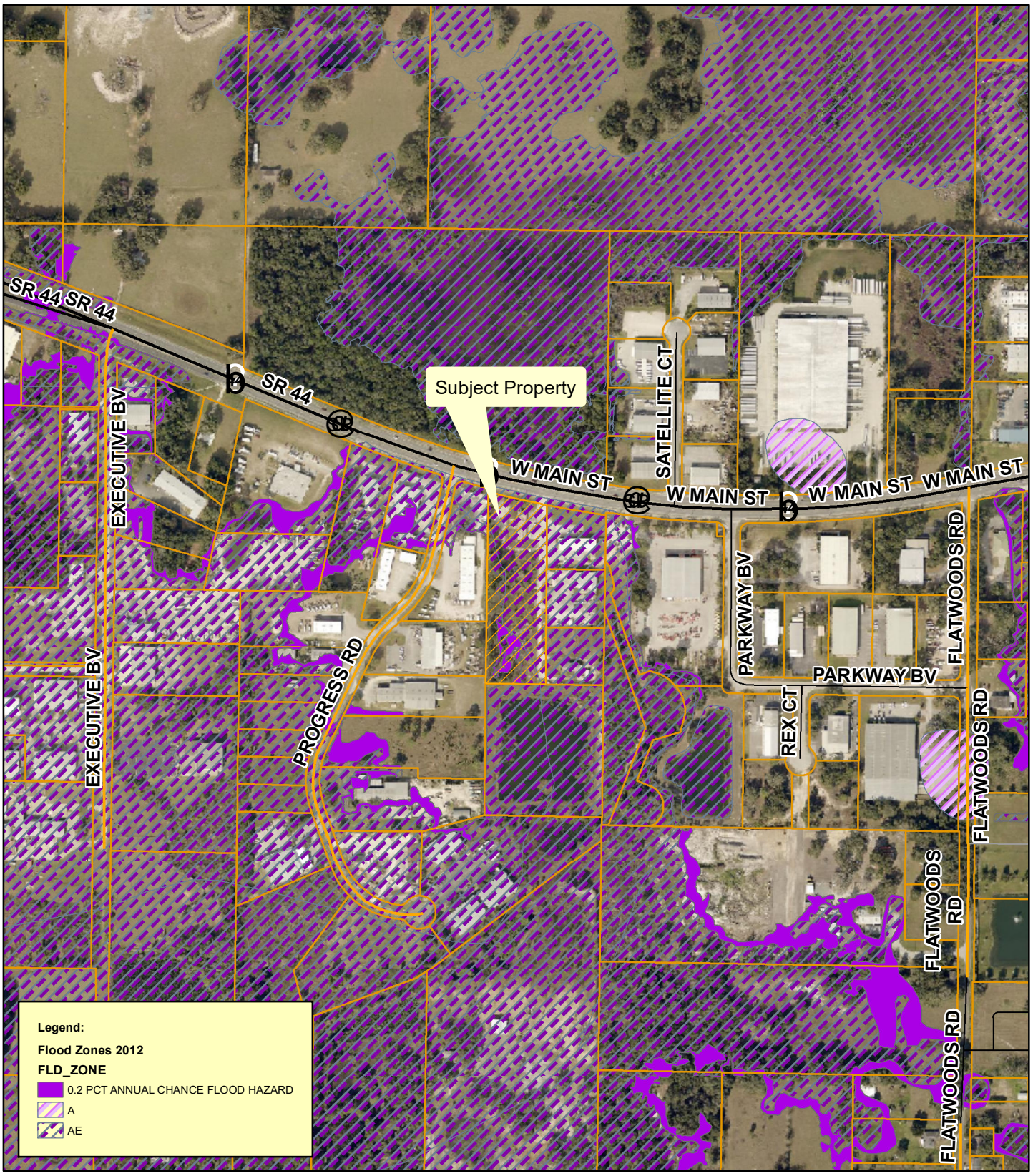
Flood Zones



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