

AGENDA
CITY COMMISSION MEETING
VENETIAN CENTER, 1 DOZIER COURT
MONDAY, APRIL 12, 2021 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. Introduction of new Lake County Manager:
Lake County Commissioner Doug Shields to present County Manager, Alan Rosen, to the City Commission.**

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 March 22, 2021

B. PURCHASING ITEMS:

1. **None**

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida, providing funding for the Façade, Sign and Landscape and Home Improvement Grant Programs for projects located within the major corridors and Community Redevelopment Agency Areas; and providing an effective date. (FSL and Home Improvement Grants 2021).**
2. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the City Manager to approve the Creation of Two new positions, a Permit Specialist I and a Plans Examiner III, within the Building department using the current Building Permits Fund; and providing an effective date.**
3. **Resolution of the City Commission of the City of Leesburg, Florida, appointing two Library Advisory Board members, one to an unexpired term ending September 30, 2021, and one to an unexpired term ending September 30, 2024; and providing an effective date.**
4. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute an Airport Coronavirus Relief Grant Program (ACRGP) Grant Agreement, Number 3-12-0042-027-2021, between the City of Leesburg and the Federal Aviation Administration; and providing an effective date.**
5. **Resolution of the City Commission of the City of Leesburg, Florida authorizing and directing the Mayor and City Clerk to execute an extension of an existing Non-Exclusive Interlocal Subscription Agreement between the City of Leesburg and Florida PACE Funding Agency for the purpose of extending the term of the existing Agreement for a time sufficient to permit the finalization of pending financing transactions, but not permitting the solicitation of new financing transactions; and providing an effective date.**

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

A. SECOND READING OF ORDINANCES

1. **An Ordinance of the City of Leesburg, Florida, rezoning approximately 6.64 +/- acres from P (Public) and R-3 (High Density Residential) to SPUD (Small Planned Unit Development) for a property located north of East Dixie Avenue and east of South Lake Street, as legally described in Sections 25 and 26, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Venetian Isle North)**

B. FIRST READING OF ORDINANCES

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

C. NON-ROUTINE ITEMS

1. **Resolution of the City Commission of the City of Leesburg, Florida appointing a Representative to the Region 5 Trauma Advisory Board Executive Committee; and providing an effective date.**

7. INFORMATIONAL REPORTS:

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

- A. None**

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. ROLL CALL:

11. ADJOURN:

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

F.S.S. 286.0105 "If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they may need to ensure that a verbatim record of

the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." The City of Leesburg does not provide this verbatim record.

**AGENDA MINUTES
CITY COMMISSION MEETING
VENETIAN CENTER, 1 DOZIER COURT
MONDAY, MARCH 22, 2021 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting Monday, March 22, 2021, at the Venetian Center. Mayor Christian called the meeting to order at 5:31 p.m. with the following members present:

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

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

INVOCATION

Commissioner 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

None

3. PRESENTATIONS

A. THE Spring Games at Sleepy Hollow Wrap-up

Alison Strange, THE Spring Games, thanked the City Commission, City staff and the Leesburg Partnership for everything they did to help bring the Division One softball games to Leesburg this spring; it was a wild success. Tourism development impacts had over five thousand room nights in Lake County from the Division One games and that number is rising, which is something to be excited about. They heard nothing but positive feedback from the teams participating in the event and she wanted to come share that information and thank everyone who helped with this event. This is her eighth year running THE Spring Games and the fourteenth year for this event and she has never seen a City turnaround and be as supportive and as willing to do whatever it takes to make an event like this happen. From the City

Commission, City staff, to the Leesburg Partnership, so many people came out to help make this happen. She brought goodie bags for the Commission members and asked that the City Clerk distribute them after the meeting. She also mentioned that if they have not seen any of the videos Lakefront TV produced on the event, they should go check them out because they had such glowing reviews from some of the top coaches from around the nation and they also talked about how great the facilities were. She stated she is looking forward to next years events.

Mayor Christian thanked them for selecting Leesburg for THE Spring Games. He also thanked staff for their hard work and stated hopefully we can maintain the facilities throughout the year so next year it will not be as much work to get it ready.

Commission Pederson complimented and thanked Ms. Strange, along with everyone involved because it was a wonderful event.

Joanie Smalley, Leesburg Partnership, stated that they set up a beer tent along with an ambassador tent where they handed out coupons for the downtown merchants. It was an effort to sell the City, the downtown, and they really had a good response from people, especially from The Big 10, where they got to see from one week to the next where the people came out and they loved our community. They are really excited about next year and the years to come. They cannot wait to not have to be in this Covid bubble anymore. They complimented the way our City handled everything. The weekend of the rain they were very complimentary that we were able to come back and actually proceed with the games that evening. They are appreciative that they were able to be a part of this wonderful event.

Maria Stefanovic, Leesburg Center for the Arts, stated a majority of the restaurants saw the extra traffic. People were sent to Cousin Vinnie's and Mojo's depending on where they were staying throughout the Leesburg area and they all came back the next day with glowing reviews. She thinks everyone did a fantastic job hosting this event and she hopes everyone comes back next year.

B. September 30, 2020 CAFR Review by MSL

Joel Knopp, MSL Auditors, provided an overview of the audit for the fiscal year ending September 30, 2020. He was pleased to report that they had full cooperation from the City as it relates to completing the audit. There were no significant matters that created a complication other than the pandemic disrupting the ability to be onsite as much as they have been previously, but fortunately most documents can be provided electronically. They had to alter their procedures to some degree, but were able to complete the audit in a timely fashion and that was due in a large part with a lot of effort on the City's side with providing the records in the format that they needed them.

Referring to the power point, the services and deliverables (pages 14 and 15) report in the financial statement has an unmodified opinion, which is a clean opinion that the financial statements are presented in accordance with the generally accepted accounting principals. The next report on that same reference relates to government audit standards and it reports any material weaknesses or significant deficiencies that may come to light as a result of looking at the City's internal controls over financial reporting and compliance that would be significant to the financial statements; that was a clean report. There are no internal control findings and no compliance findings to be identified there. With services and deliverables on the next page, that reports on the major state projects for the city, which relates to the aviation grants for the airport, were in good order and no compliance findings or internal control findings were noted.

Referring to the independent accountants reports and management letter related to auditor general requirements; the first one looks at the City's compliance with the investment policy and the second one references a variety of auditor general requirements. Looking at the financial condition and any

additional control recommendations or findings, those were both clean reports and good results for the City.

The first financial highlight slide points out that the governmental activities and the business type activities and while looking at the financial statements in a full accrual perspective, it takes into account the long-term capital assets of the City, as well as all the long-term debt. The important thing to reference under the governmental activity is the unrestricted net position, which has a four point eight million to the negative. That is primarily a result of the pension and other previous employee benefit liabilities that the City has that are not offset by a related asset and other than the net pension, and the pension trust funds that hold the assets for the pension plans, that was a slight decline from the prior year; a change in that position was positive overall at three point seven million. With the general fund, the key operating fund for the City, he pointed out the fund balance specifically and the unassigned fund balance was eleven point eight million and the total of fund balance is at twelve point nine million. That was a slight decline from the prior year, but the unassigned fund balance has a percentage of total expenditures still at a healthy thirty eight point nine percent for 2020 and that was despite a two point eight million decline in fund balance overall.

In the budget actual operation results for the City, you will see that the City had a slight decline compared the budget of four hundred thousand and they did keep the expenditures at a positive two point two million. It compared the budget, so there was a cost savings generated primarily due to making adjustments throughout the year due to the Covid impacts. The net change in fund balance where we see the projected spend down was four point six million and the actual spend down was two point eight million, was a positive budget actual result for the City. There was one item that they noted in the communication related to the building inspections and building permits fund, and that is for the City to continue keeping an eye on that fund balance level because there are statute requirements as to not maintaining too much of an excess fund balance in that fund. He knows the City has made efforts to reduce permit fees and spend down that fund balance, but it is just something to keep an eye on moving forward.

4. PUBLIC COMMENTS:

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Lay Brother Steven Gerard, Tangerine Court, stated the Life and Peace banner was displayed at Main Street and State Route 27 today for marketing purposes. He recently attended the Fruitland Park and Lady Lake council meetings. Fruitland Park is moving in the new direction of reviewing and updating its City Charter and he encourages Leesburg to review its City Charter after the rezoning for the Villages expansion. The new Charter, to be amended, would include a new historic overlay zone add-on to the zoning and that is the new direction for prolife in America. He provided a four page flyer that he created listing all the churches in the City of Leesburg. He introduced everyone to Pamela Dryer from St. Paul Catholic Community; she is part of the Respect Life Committee. The Father's House is celebrating its twenty fifth anniversary this Sunday and the Salvation Army will be celebrating five years in their new building structure in June. He provided the recipe of success for Leesburg's life peace zone. He feels it is very important that we establish a Leesburg prolife interfaith committee.

5. CONSENT AGENDA:

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Items pulled for discussion:

5.C.2 = Month-to-Month Lease Agreement with Import Sales of Lake County, LLC., d.b.a. Bill Bryan KIA, located at Leesburg International Airport;

5.C.3 = Month-to-Month Lease Agreement with Import Sales of Lake County, LLC., d.b.a. Bill Bryan Subaru, located at Leesburg International Airport;

5.C.8 = Joint Participation Agreement with Florida Department of Transportation (FDOT) for Landscaping Improvements along State Road 500 (441) from Sleepy Hollow to Airport View; and

5.C.10 = Execution of an Impact Fee Credit Agreement with Bentley Ridge Holdings, LLC.

Commissioner Pederson moved to adopt the Consent Agenda except for 5.C.2, 5.C.3, 5.C.8, and 5.C.10, and Commissioner Robuck seconded the motion.

The roll call vote was:

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

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

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held March 8, 2021

B. PURCHASING ITEMS:

1. Purchase request by the Public Works Department for the City Hall Elevator Modernization project by Johnson-Laux Construction, LLC for an amount of \$142,128.74.

C. RESOLUTIONS:

1. Resolution of the City Commission of the City of Leesburg, Florida authorizing acceptance of the City's Annual Audit for Fiscal Year ending September 30, 2020 by MSL; and providing an effective date.

Resolution 10,821

4. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Lease Agreement, between the City of Leesburg and Skybolt Aeromotive Corp., for 9000 Airport Blvd, Leesburg, FL 34788, at the Leesburg International Airport; and providing an effective date.**

Resolution 10,822

5. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing and directing the Mayor and City Clerk to execute a contract between the Federal Bureau of Prisons for the purpose of specifying terms under which the City will provide natural gas service to the Federal Correctional Institution in Coleman, Florida; and providing an effective date.**

Resolution 10,823

6. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Gas Service Agreement with HLC Windsong, LLC, by Hanover Land Company, LLC, its manager; and providing an effective date.**

Resolution 10,824

7. **Resolution of the City Commission of the City of Leesburg, Florida, ratifying the appointment of Corporal John Sommersdorf as the "Fifth Member" of the Leesburg Police Officers' Pension Board for a two-year term to expire December 31, 2022; and providing an effective date.**

Resolution 10,825

9. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute an amendment to the Florida Department of Transportation (FDOT) Traffic Signal Maintenance and Compensation Agreement; and providing an effective date.**

Resolution 10,826

2. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a month-to-month lease agreement with Import Sales of Lake County, LLC, d.b.a. Bill Bryan KIA, for real property located at the Leesburg International Airport; and providing an effective date.**

ADOPTED RESOLUTION 10,827

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

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

Mayor Christian requested comments from the Commission and the audience.

Commissioner Pederson commented with this being a month to month lease, and even though there really is not much we can do with the property, that rate is awfully low and he wanted that on the record.

Commissioner Robuck stated he was going to pull this based on what we sold the Jenkins property for (he does not really remember) but it was about eight hundred thousand dollars an acre. **Commissioner Pederson** agreed that it was a big number and these numbers come out some where in the neighborhood of after five years, the city only makes ten to twenty thousand dollars based on the income. It does seem like a big discrepancy and he wanted to bring that to the attention of the Commission. He is not going to vote it down now, but he wanted to bring this front and center.

Tracey Dean, Airport Manager, stated that fifteen cents is not all that low. Most all the aeronautical land is running about sixteen cents and that varies a little because it increases with CPI and not all leases are identical. That fifteen cents is actually an increase on one of the lots and the KIA lot was put in place back in 2013 and that was considerably lower. With the Subaru lease, that one is newer, and that came on under her watch and she kept that lease at fifteen cents. She also has two other ground leases, Jenkins and Phillips Toyota, which both of those are at the fifteen cents rate as well. **CM Minner** questioned that these are all car lots. **AM Dean** responded yes. **CM Minner** stated there are two skill systems; the airfield price and the commercial zone price on 441. The first one that was brought up was Jenkins and when we sold that seven acre lot they sold that at a 441 market corridor rate and when we leased to Ruby Tuesdays, the health center, and some of the other big leases along that corridor we are getting more of a commercial rate so those tend to be higher. These are empty lots and history has been to lease those at the air side price, which is the fifteen cents a square foot. We also have to note that these leases have a ninety day out clause which enables us to get a couple of coins for the property as a storage lot for the car dealers. That also gives a ninety day notice window, so if we do sell or get a higher value along the corridor for those lots, we would be able to pull the plug on these leases and we would be able to put in that commercial rate, so this is kind of a hold over. **Commissioner Pederson** stated he stands behind his comments because this is highway property and he feels we are leaving money on the table.

Commissioner Robuck added maybe we should talk to the airport board and consider what we are going to do with this property because it is much more valuable than what we are getting. This is on 441, it is the corridor, and that is not how we are leasing it right now. It is corridor property, and maybe we should go to Bill Bryan to see if they are interested in purchasing it because his guess is their answer would be yes. **Commissioner Pederson** stated he assumes the city would want to hold on to this for future growth of the airport and he would not want to see the us sell it. He realizes many tenants would not want to put a building up there with a month to month lease. This is a strange situation and he is just playing with the numbers. He thinks the numbers are low, but if the airport advisory board supported this he will vote for it tonight, but moving forward he would not mind digging into this a little deeper.

Mayor Christian added historically when the FAA encouraged the City to purchase these properties it was to protect people from building two to three story buildings. He thinks we should be marketing this as a long-term lease. Right now, we are just getting seven hundred dollars a month helping the car dealers, but as Leesburg continues to grow that corridor becomes more valuable. We should go to the airport board and ask them for a strategic plan for what they envision happening on 441; do they or we have a master plan or are we simply saying we will get seven hundred dollars a month on highway

frontage or could we build or construct something there that could get market rate rent for the long term. It is okay for now, but are we really doing anything or will we be here a year from now saying is this the best we can do by having a car dealership store three hundred cars on the frontage of the property for cheap, because he is sure they are not passing that savings on to the consumer. He is sure they are not saying they will give you a cheaper car because they have three hundred cars stored across the street for seven hundred dollars a month. He stated we have to be more fiduciary in our responsibilities because this is highway frontage and it is convenient for the car dealerships to park their cars across the street, but we need to look at our master plan and market this property for future use. **Commissioner Pederson** said he would not want to sell the land. He thinks the airport is a great asset and we will grow into it one day and he thought most of the land at the airport was purchased with grant money involved so we can not sell it.

The roll call vote was:

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

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

- 3. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a month-to-month lease agreement with Import Sales of Lake County, LLC, d.b.a. Bill Bryan SUBARU, for real property located at the Leesburg International Airport; and providing an effective date.**

Adopted Resolution 10,828

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

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

Mayor Christian requested comments from the Commission and the audience.

Commissioner Pederson remarked he pulled this and his remarks from the prior item also apply to this one; he has no further comments.

The roll call vote was:

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

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

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

authorizing the Mayor and City Clerk to execute a Joint Participation Agreement with the Florida Department of Transportation for Landscaping Improvements along State Road 500 (US 441) from Sleepy Hollow Road to Airport View; and providing an effective date.

DENIED Resolution 10,829

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

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

Mayor Christian requested comments from the Commission and the audience.

Commissioner Burry stated he understands we would be getting a three hundred and fifty thousand dollar grant, which would purchase the necessary items that go out there, but asked what are we currently spending on that strip of land to maintain it and what are we looking to spend there moving forward. **CM Minner** responded currently we spend around four hundred grand a year on all the medians; that is the 441 corridor, the 441/27 Main Street, and from Dixie all the way out to the airport. This would probably add another forty grand to that, so we would be in the neighborhood of about four hundred and fifty thousand dollars a year. The other piece of the puzzle is, on top of that three hundred and fifty thousand dollar grant, we would be looking at budgeting another two hundred and fifty thousand dollars into the CIP (capital improvement) fund for 2022 plus the State money, so our capital match for the three eighty nine would be two fifty. If the Commission opts to not to do this project, we would turn back the grant and the corridor would remain in the condition it is in now; save two hundred and fifty thousand dollars in capitals, save the forty thousand in reoccurring, and that is just an estimate. **Commissioner Burry** mentioned with the spread of land that is not exactly a big populated area for Leesburg, and wonders if we really want to spend beautification money there. **CM Minner** stated that is really up to the Commission, but remembers when we first started these projects in certain areas they are extremely positive with wanting to do them; for example the Dixie project and the 27/441 triangle, but as we moved forward in other areas support for these started to wane. He really thinks there is value in the corridors, but if this is something the Commission does not want to prioritize then the vote should be no.

Commissioner Robuck pointed out his feelings are that they should have stopped at the airport and he has voted against the extensions since then. It would be nice in a world of unlimited money, but there are so many other areas in the City that he would rather see us spend this money on beautifying. By the time it is done, if we go all the way down 441, the City will be spending a million dollars a year maintaining that from the mall to Canal and at some point this will get out of control. **Commissioner Connell** asked what the plans are going to cost us because he believes the grant excluded the irrigation. **CM Minner** answered that would have been part of the two hundred and fifty max. **Commissioner Pederson** agrees with Commissioner Burry. He also mentioned that about a year ago he inadvertently, due to not fully understanding the project, torpedoed the project at Dixie and 441 because he misunderstood how much fencing was being done and he regrets it. He wanted to know if this grant money could be applied to that project or does that not qualify. **CM Minner** stated they may be able to shift that back around, but if they were not going to do a project and reallocate the funds, this would be the project he would recommend. The Dixie corridor, he thinks Commissioner Burry is spot on, is more of a rural type of highway area of Leesburg so yes, he can see this not being done. The Newell Hill area where that fence is and the other Dixie project would be projects he would do, but he does not know the answer. He can go back, do some homework and see if they can shift this to the fence. He recommended tabling this or if the Commission did not want that, to just vote no. **Commissioner Pederson** said he learned a valuable

lesson that night that he should have asked more questions before torpedoing a project and he should have fully understood the project. Once he fully understood it he thought it was money well spent. He did not realize it was on two sides of the road and he did not realize how much fencing was involved. **CM Minner** commented he thought that project was about three hundred and fifty thousand dollars, but they were going to pay for it with cash and that was without any grant money. This may be a project they would help fund it, it is worth an ask, but he is not very optimistic. **Commissioner Pederson** added he agrees with Commissioner Robuck and Commissioner Burry; he is against the 441 project, but he would like to resurrect the 441 and Dixie project because every time he drives by there he regrets his vote and his comments on that one. **Mayor Christian** asked if they wanted to table this or reject it. **CM Minner** said to just reject it, staff will go back and look at the other project because he does not think FDOT will approve it, but it is worth an ask. He recommended to the Commission that they not execute this JPA, he speak to FDOT and see if they can find some grant moneys to do the fence project.

The roll call vote was:

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

No yeas, five nays, the Commission denied the resolution.

10. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Impact Fee Credit Agreement between the City of Leesburg and Bentley Ridge Holdings, LLC; and providing an effective date.

Adopted Resolution 10,830

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

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

Mayor Christian requested comments from the Commission and audience.

Commissioner Burry stated that the last time this was before the Commission, there was a lengthy discussion and the value being two hundred thousand dollars. He does not see a benefit for the City to be giving money to the developer in this case. **Commissioner Robuck** stated that he was initially very much against this, but after talking to the City Manager and after Commissioner Connell's comments at the last meeting, it sounds like we either are going to give the two hundred thousand dollars to them or we are going to spend it ourselves. He likes this deal much better because now they only have until September to do this. They have to spend the money and then they get it back only if they build the project over time. **CM Minner** agreed that was correct and the discrepancy we had at the last meeting, when it was tabled, was whether the cost was going to be two hundred thousand dollars or four hundred thousand dollars and the age of the existing lift station. Staff went back and changed a few thing in this agreement 1) we encouraged the developer to start redeveloping that subdivision because it is reasonable

to say that it is a blighted area and if we can give them any encouragement to do that we should, and 2) at what cost to the City, so our existing cost is zero; however, there is an existing lift station that is old (thirty plus years) and luckily it has not had any issues, but it is old and if it was used regularly in our system it would have been scheduled for pump upgrades and a change out ten years ago. That cost to the City would be two hundred thousand dollars, which does not include all the bells and whistles for a lift station, but it would be a lift station to replace an aging one in the system. That would be about the cost and that one would be targeted for replacement in the next one to three years. Ten years ago we did not replace it because Bentley Ridge was being proposed and they were going to replace it and then Bentley Ridge stopped, so for ten years we have kicked that can down the road. Knock on wood, whenever you talk about kicking the can down the road it blows up when you let it be, but if Bentley Ridge does not develop in the next one to three years we will be looking to spend around two hundred thousand dollars to make sure that lift station does not blow up. In the interim, we did an old agreement back when that started, which said if you build this subdivision you will build this lift station and that was scheduled.

The cost was around four hundred thousand dollars. This lift station was scheduled to replace ours and it put in the capacity and the developers agreed to do that. Unfortunately, they built half of the lift station and the developers stopped and the now the development sits. Now new guys have come in, they bought the infrastructure, and they have what they envision of about two hundred thousand dollars in expenses to finish the new lift station. They will dedicate it to the City and then we would decommission the old one, so essentially this is a quid pro quo for us. There would be no cash exchanging hands. It would be an impact fee credit up to two hundred thousand dollars that would help encourage the development and we added the caveat that if this is not developed by September 1st of this year the deal is off. With that timeframe they are only eligible for up to two hundred thousand dollars of impact fee credits over a five year window. So in five years if they only built one hundred thousand dollars worth of impact fees they would only get one hundred thousand dollars not two hundred thousand dollars so there is a window there. This is reasonable and it does work both ways for the City and the developer, but the Commission needs to decide because it is a give and take.

Commissioner Connell wanted to verify that if we give them this impact fee credit for the lift station that they only have until September 1st to finish it and when its finished it will be oversized so the city would not have to put in two hundred thousand dollars worth of improvements into the existing thirty year old lift station. **CM Minner** answered yes, the new lift station would be built by the developer and it would be oversized to accept our current capacity plus theirs. It would be dedicated to the City and if that all happens it would be done by September 1st, then we would decommission the old lift station and have a brand new lift station. **Commissioner Robuck** stated that is why he went from being one hundred percent against this to being okay with it because he thinks this is a very unique situation because typically when a development comes in they do not need to worry about a lift station, but this is an odd one where we need the lift station whether they do the project or not. **CM Minner** said we would be giving up two hundred thousand dollars in essence because we are giving up two hundred thousand dollars of impact fees. The whole development is scheduled to bring in about two hundred and ninety thousand dollars with about one hundred and sixty eight units at twenty seven hundred each because of the sewer impact fees, so we are giving up two hundred thousand dollars, but we are insuring that it gets built. Plus, we are putting a timeline on it. **Mayor Christian** questioned if there was a previous agreement where we were going to do this with the previous developer. **CM Minner** answered the previous developer was on the hook for developing the whole thing and paying the impact fees. They were told upgrade it, to build the upgraded lift station to fit the whole community and pay the impact fees and that was done at a pre 2007 type of economy. Some may argue with that, but he understands both sides of the argument. A no vote is reasonable, but his recommendation, from where he is coming from, is this is and has been a troubled subdivision and hopefully this impact fee credit would guarantee it moves forward from a blighted subdivision and we added that September timeframe. There are reasonable caveats on it, but he certainly understands and respects the other side, which is they are taking

two hundred thousand dollars out of our pocket. **Mayor Christian** added that this development has been sitting there deteriorating for the last eight years. **CM Minner** commented they have now fairly flushed out both sides of the equation. **Commissioner Robuck** wanted to confirm that this lift station was already half way constructed. **CM Minner** responded that the tank is in there along with some other parts. **Commissioner Robuck** then asked if they walk away from this project and we do not give them this deal, could we finish that to end up with the upsized station or do we have to go back to redoing the old one. **CM Minner** answered that would be one of the things in our sleeves if the existing lift station blows up, but we would have to go to the developers and say let us finish it and we would have to take it over and it would cost us two hundred thousand dollars, but if that develops we would have two hundred and eighty thousand dollars coming back. **Commissioner Robuck** said he is more comfortable with giving the four hundred thousand dollar lift station, even if we have to end up paying for it. What makes him nervous is the idea that if we make this deal and we end up having to fix an ancient lift station; that he does not like. **CM Minner** remarked that we would probably kick this can down the road a bit more until that lift station really starts showing some bad signs and then when it does, before it blows up, we would go to the developer and say why not give it to us. That would probably be how we approach that. **Mayor Christian** then said what if the developer comes back and says I will sell it to the City for two hundred and seventy five thousand dollars. He asked if the developer or a representative was present; they were not.

The roll call vote was:

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

Three yeas, two nays, the Commission adopted the resolution.

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

A. SECOND READING OF ORDINANCES

- 1. An Ordinance of the City of Leesburg, Florida, implementing the will of the Electors of Leesburg as expressed in a Referendum approving the Amendment of Article I, Sections 8 and 9 of the City Charter, to Create Five (5) Single Member Districts for City Commissioners; establishing new District boundaries based on updated Census information to as to create Districts which are reasonably compact and roughly equivalent in population; establishing a staggered schedule for the Election of Commissioners from the various New Districts; providing a savings clause; repealing conflicting Ordinances; and providing an effective date.**

ADOPTED ORDINANCE 21-10

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

by title only.

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

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

The roll call vote was:

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

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

2. **An Ordinance of the City of Leesburg, Florida changing the zoning on approximately 31 +/- acres from PUD (Planned Unit Development) to PUD (Planned Unit Development) to allow for multi-family apartments for a property generally located south of east Dixie Avenue and West of South Lake Street, as legally described in Section 25, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Lakes at Royal Palm)**

ADOPTED ORDINANCE 21-11

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

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

Mayor Christian requested comments from the Commission and the audience.

Planning Manager (PM) Dan Miller stated at the last meeting the Commission asked that some changes be made to the apartment sizes. They went back and made an agreement that the apartments be a minimum of eight hundred square feet. There was a request for Section 3b, land use, to make the maximum height on the apartments four stories, which was their initial intent and not the three stories, which was shown. He believes the four stories were mentioned in the agenda memo.

Commissioner Burry commented that there was mention of deleting the expiration date. PM Miller stated they have been going back over the plan unit development zonings and deleting the expiration phase clauses because what they have found is all they do is bring the zoning back every four years when none of the surrounding conditions or properties have changed. It causes a great deal of grief in terms of public hearings, city staff, and the public, and there has never been a benefit come from it. At this point, they are deleting those from all future PUD's unless there is a reason to keep them, but they have not found one yet. Commissioner Connell inquired as to the vertical height. PM Miller recommended forty five feet for four stories. Commissioner Connell asked if the adjacent property owners responded back to their notifications. PM Miller answered no. Mayor Christian asked if forty five feet is standard for four stories. PM Miller responded yes, they can play with that height a little, but generally each story runs

about ten to twelve feet depending on the architectural design. Commissioner Robuck stated his concern was with the minimum square feet. He knows they said eight hundred square feet, but he does not want an eight hundred square foot four bedroom apartment. He wants to see the square footage per bedroom. PM Miller stated they could work something in there. Commissioner Robuck continued to say that when someone sells the property he would want them to know what their intentions are.

Robert Colvard, Roundstone Development, Snug Harbor Drive, Merritt Island, stated that was one of the things discussed after the last meeting and he did send some proposed minimums for each unit. He had seven hundred square feet for the one bedroom unit, eight hundred and fifty square feet for the two bedroom, and one thousand square feet for the three bedroom apartments. They did set minimum standards and it was brought to his attention today, in a conversation with Mr. Miller, that the commission wanted to see nothing less than eight hundred square feet. His original submitted concept had the one bedrooms at seven hundred and fifty square feet, with the two bedrooms at nine hundred and seventy five square feet, and the three bedrooms at eleven hundred and fifty square feet; so those numbers are nothing that really concerns him. The reason they originally suggested eight hundred square feet was if they decided to do a senior development and if there was two bedroom units it would be difficult to have a minimum square footage without a three bedroom unit in there to compensate for that.

CM Minner commented that PM Miller did inform him of the conversations that went back and forth and he was the one that said nothing less than eight hundred square feet and the reason for that was because the one bedroom was still below the Commissions threshold. So, the offer on the table was seven hundred square feet for a one bedroom, eight hundred and fifty square feet for the two bedroom, and one thousand square feet for the three bedroom. He thought the Commissions response would be that for the one bedroom at seven hundred square feet was a little low. Mr. Colvard replied the reason for those numbers was to leave a little flexibility, but the actual concept plan that they have in place right now those numbers are actually larger than that, he just did not want to hamstring. If they do not happen to move forward with their development he did not want to hamstring a future developer with a different design, but he has no issues with the minimum being eight hundred square feet. CM Minner said if they go eight hundred square feet for the one bedroom, eight hundred and fifty square feet for the two bedroom, and a thousand square feet for the three bedroom that would be good. Commissioner Robuck stated he was good with the way it was proposed. He was good with the seven hundred square foot one bedroom apartment, but he would like a stipulation in there with it being a three bedroom per unit. Mr. Colvard said that if he is understanding him correctly if you make the planned unit development one of the conditions that there has to be some three bedroom units. Commissioner Robuck wanted to clarify his comments that he was referring to the size of the apartments, the one bedroom has to be over the seven hundred square feet, the two bedroom over the eight hundred and fifty square feet, and the three bedroom has to be over a thousand square feet. He does not care how many units of each size are put in, but there will be no units over three bedrooms so if someone buys it they can not put in a bunch of four bedroom eight hundred square feet apartments. That is what he does not want to see happen. Mr. Colvard wanted to reiterate on the request for the four stories and the reason that came to be; in the original meetings with Mr. Miller the original PUD that was on the property was four stories and at the time the concept design was turned in, it only showed three stories. He is asking for the four stories because he does not want to hamstring the future potential of this project. Commissioner Pederson asked if forty five feet is enough for a four story building. Mr. Colvard answered yes.

Commissioner Robuck moved to amend the motion to adopt the one bedroom at 700 square foot, two bedroom at 850 square foot, and three bedroom at 1000 square foot minimums as proposed from the developer and add a prohibition on any units having more than three bedrooms and Commissioner Burry seconded the motion.

The roll call vote on the amendment was:

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

Five yeas, no nays, the Commission amended the motion to include the sizes of the each unit.

The roll call vote was:

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

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

3. **An Ordinance of the City of Leesburg, Florida, vacating 212.38 +/- feet of right of way and consisting of approximately 4,884 square feet, and generally located on the east side of Barrett Avenue, west of Lots 15, 16, and 17 of the Harlem Subdivision, of Leesburg, Florida; and providing an effective date.**

ADOPTED ORDINANCE 21-12

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

Mayor Christian commented he has to abstain so passed the gavel to Commissioner Pederson to carry out this motion.

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

Mayor Pro Tem Pederson requested comments from the Commission and the audience.

Commissioner Robuck asked with older neighborhoods like this, as projects like this come forward, is there anything the applicants can do to just bring these to the City to fix because most people are not going to have the resources like the CDC has, especially in some of these older neighborhoods, to bring these forward to get fixed. **Commissioner Christian** stated they had the same type of issue on East Street where it was an older neighborhood and it was a city right of way that went right into the front yard of a house. It was not figured it out until they were ready to do something. In these older subdivisions people are not really doing developments and it is not until you run into a time crunch that these come up, but when they do we will need to clean them up as quickly as possible.

The roll call vote was:

Commissioner Connell	Yes
Commissioner Robuck	Yes
Commissioner Burry	Yes

Mayor Pro Tem Pederson	Yes
Mayor Christian	Abstain

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

4. **An Ordinance of the City of Leesburg, Florida, modifying the conditions of approval for a SPUD (Small Planned Unit Development) zoning on approximately 0.21 acres for property generally located south of West Main Street and east of south Moss Street, as legally described in Section 27, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date.**

ADOPTED ORDINANCE 21-13

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

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

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

The roll call vote was:

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

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

5. **An Ordinance of the City of Leesburg, Florida, modifying the conditions of approval for a SPUD (Small Planned Unit Development) on approximately 0.43 acres, for property generally located south of West Main Street and west of Oakland Street, as legally described in Section 27, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date.**

ADOPTED ORDINANCE 21-14

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

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

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

The roll call vote was:

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

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

- 6. An Ordinance of the City of Leesburg, Florida, rezoning approximately 0.28 acres from C-1 (Neighborhood Commercial) to SPUD (Small Planned Unit Development) to allow for a mechanic shop for a property generally located north of West Main Street and west of Lone Oak Drive as Legally described in Section 27, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date.**

TABLED ORDINANCE

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

Mayor Christian requested comments from the Commission and the audience.

PM Miller stated he spoke with the applicant (the Smedley garage) just before the meeting and he requested a thirty day extension because they were not able to get the two parties together as requested by the Commission at the last meeting. Applicant asked if they could be moved to the last meeting in April on the 26th. Commissioner Pederson stated that he thought the C-1 zoning would allow for this type of development. PM Miller replied not specifically.

Commissioner Pederson made motion to table the ordinance until the regular meeting of April 26, 2021 and Commissioner Burry seconded the motion.

The roll call vote was:

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

Four yeas, one nay, the Commission tabled the ordinance.

B. FIRST READING OF ORDINANCES

- 1. An Ordinance of the City of Leesburg, Florida, rezoning approximately 6.64 +/- acres from P (Public) and R-3 (High Density Residential) to SPUD (Small Planned Unit Development) for a property located north of East Dixie Avenue and east of South Lake Street, as legally described in Sections 25 and 26, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Venetian**

Isle North)

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

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

C. NON-ROUTINE ITEMS

1. None

7. INFORMATIONAL REPORTS:

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

A. Financial Reports as of January 2021

8. CITY ATTORNEY ITEMS:

CA Morrison had nothing.

9. CITY MANAGER ITEMS:

CM Minner had nothing.

10. ROLL CALL:

Commissioner Burry had nothing.

Commissioner Pederson had nothing.

Commissioner Connell had nothing.

Commissioner Robuck had nothing.

Mayor Christian commented on behalf of the Men of Distinction, thanking the City Commission, the City, the many city staff and the residents of Leesburg for the Black Heritage Festival, it was a little windy, but they had an overall positive response. The people socially distanced and they gave out hand sanitizer and masks. City staff did a wonderful job setting up the stage and providing the barricades. It was very pleasant to work with them and he thinks they did a great job; it was a good time. Dr. Jasper was one of the committee members attending and she concurred with him from the audience. She is handing out hand sanitizer and face masks as a campaign walking through neighborhoods knocking on doors with a team of people. You may see her out walking, passing out masks and hand sanitizer in those

hard hit areas where people may not have access to them and the CDC is supporting her so we ask that if you see her to not call the police on her because she is out there helping. Also, the Health Center, the hospital, and the CDC has teamed up and are encouraging adults over the age of fifty to go to the Resource Center on Friday for their Covid-19 vaccine shots. If you have any relatives or people who are unable to get access who need a vaccination, have them contact the Resource Center. They are taking names and they are wanting at least two hundred people on Friday to get their shots. If you know anyone who may have an issue or is in the need of getting a shot please reach out to the Resource Center or the CDC.

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 6:37 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: April 12, 2021

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, providing funding for the Façade, Sign and Landscape and Home Improvement Grant Programs for projects located within the major corridors and Community Redevelopment Agency Areas; and providing an effective date. (FSL and Home Improvement Grants 2021).

Staff Recommendation:

Staff recommends approval of the attached request for funding of the annual Façade, Sign and Landscape and Home Improvement Grant programs for the projects located within the City's major corridors and Community Redevelopment Areas.

Analysis:

The purpose of this program is to offer local businesses the opportunity to apply for grant funds to enhance the esthetics of their properties, thereby beautifying the City of Leesburg's major corridors. This year, the City of Leesburg has received five (5) grant applications along U.S. Highway 441-27. After review, staff is recommending funding shown in the attached Exhibit A. All construction is required to be completed within one (1) year of approval of the grant.

Procurement Analysis:

N/A

Options:

1. Approve the recommendation for funding the Façade, Sign and Landscape and Home Improvement Grant programs as presented, or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The total cost of the funding proposed within this request is \$50,000.00. Funds are available from the City's Community Redevelopment Areas, Carver, and U.S. Highway 27/441, to fund this program.

Account No. 018-6191-559-8214

Project No. CRASFP

Submission Date and Time: 4/7/2021 10:47:52 AM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, PROVIDING FUNDING FOR THE FAÇADE, SIGN AND
LANDSCAPE AND HOME IMPROVEMENT GRANT PROGRAMS FOR
PROJECTS LOCATED WITHIN THE MAJOR CORRIDORS AND
COMMUNITY REDEVELOPMENT AGENCY AREAS; AND PROVIDING AN
EFFECTIVE DATE. (FSL AND HOME IMPROVEMENT GRANTS 2021).**

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

THAT the City Commission hereby authorizes staff to execute FSL Grant Awards in the amount of \$50,000.00, as shown in attached Exhibit A, pursuant to the requirements of the Façade, Sign and Landscape and Home Improvement Grant Programs.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 12th day of April 2021.

Mayor

ATTEST:

City Clerk

EXHIBIT A**RECOMMENDED FUNDING FSL GRANTS 2021**

Project #	Project Name	Improvements	General Location	CRA	REC FUNDING
SGA-19-235	Carlino Real Estate	Monument Sign and Landscaping	1001 S. 14 th Street	441-27	\$15,000.00
SGA-19-268	Mount Calvary Baptist	Monument Sign	1012 E. Line Street	441-27	\$15,000.00
SGA-20-101	Jackson Hewitt Tax Service	Sign	1116 W. North Blvd	441-27	\$5,000.00
SGA-20-245	Best Value Inn	Doors, Windows	1412 S. 14 th Street	441-27	\$10,000.00

TOTAL = \$45,000.00**RECOMMENDED FUNDING HOME IMPROVEMENT GRANT 2021**

Project #	Project Name	Improvements	General Location	CRA	REC FUNDING
HIG-20-274	Gomez Residence	Roof	1308 Floradel Ave	441-27	\$5,000.00

TOTAL = \$5,000.00

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: April 12, 2021

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the City Manager to approve the Creation of Two new positions, a Permit Specialist I and a Plans Examiner III, within the Building department using the current Building Permits Fund; and providing an effective date.

Staff Recommendation:

Approval of the attached resolution adding a Permit Specialist I and a Plans Examiner III in the current year to the Building Permits Fund.

Analysis:

The Building Permits division continues to be extremely busy and could use additional staff. It is crucial at this time to add a Permit Specialist I and Plans Examiner III in the current budget in order to keep things running smoothly. Fees for the Building Permits fund were significantly reduced twice in FY19, even with that decrease the Building Permit Fund continues to have excess funds and can cover these two additional positions in the current year. Additionally, State Legislation is in place regulating the amount of reserves the building department can maintain. By adding this additional staff the Building Permits Fund will:

- Decrease the current cash reserves
- Assumption going forward is a 4 year track to reduce reserves (see attached Cash Graph)
- The trend now in the Building Permits fund is still growth

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

A budget adjustment will be necessary to add the two additional positions to the current budget. The Building Permits Fund has adequate cash reserves.

Account No. 151-6131-524-xxxx

Submission Date and Time: 4/7/2021 10:49:16 AM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE CITY MANAGER TO APPROVE THE
CREATION OF TWO NEW POSITIONS, A PERMIT SPECIALIST I AND A
PLANS EXAMINER III, WITHIN THE BUILDING DEPARTMENT USING
THE CURRENT BUILDING PERMITS FUND; AND PROVIDING AN
EFFECTIVE DATE.**

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

THAT the City Manager is hereby authorized to create two positions and fill them in the Building department using the Building Permits Fund budget in the current fiscal year.

THAT this resolution shall become effective immediately.

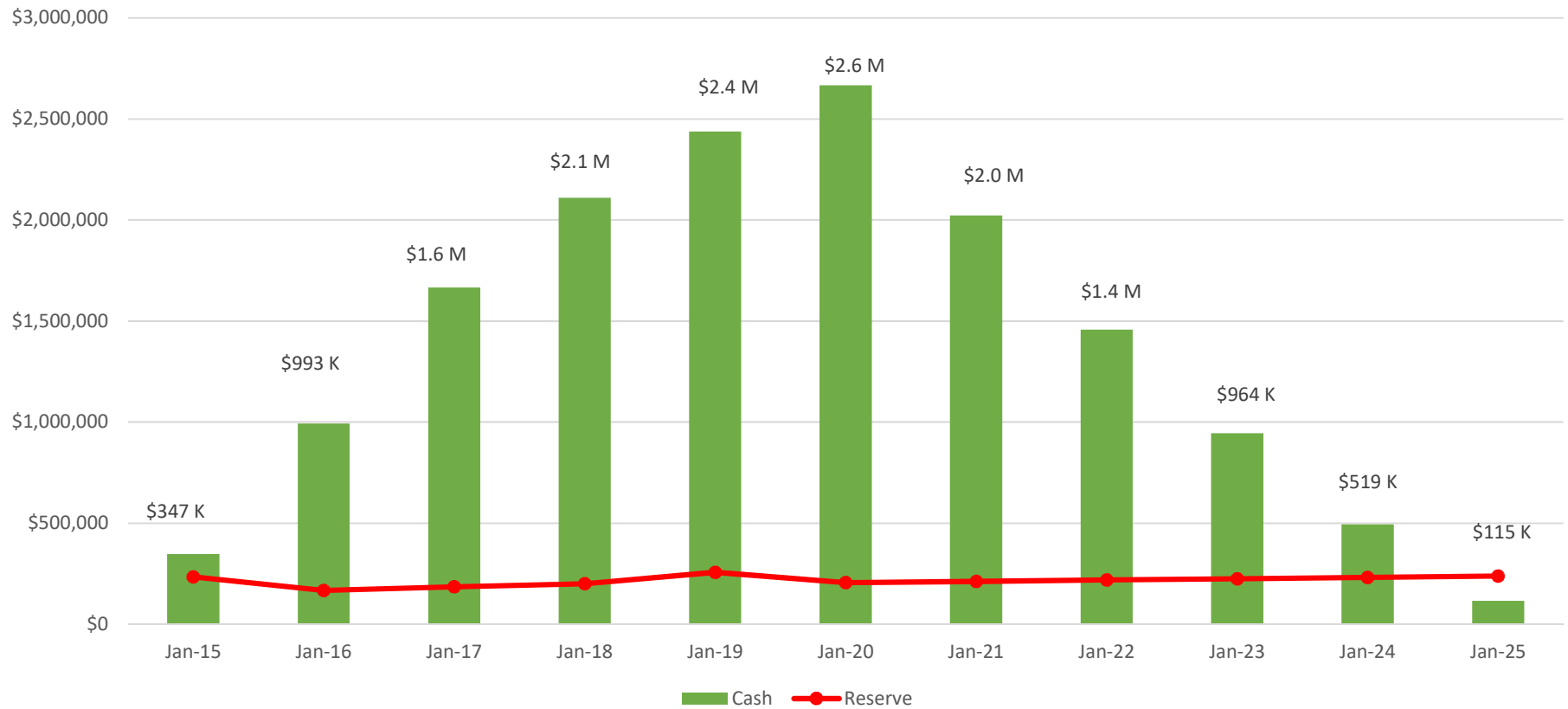
PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 12th day of April 2021.

Mayor

ATTEST:

City Clerk

Building Permits Cash Reserve



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: April 12, 2021

From: Lucy Gangone, (Library Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, appointing two Library Advisory Board members, one to an unexpired term ending September 30, 2021, and one to an unexpired term ending September 30, 2024; and providing an effective date.

Staff Recommendation:

Staff recommends the appointment of one individual to the Library Advisory Board for the unexpired term ending September 30, 2021, and one to an unexpired term ending September 30, 2024.

Analysis:

The individual appointed to the Library Advisory Board in 2016 to a five-year term ending September 30, 2021, has relocated to Georgia. Kathleen Encraper, a previous member of the Friends' of the Library Board of Directors and a volunteer in the Library Bookstore, has filed an application for this position. The individual appointed in 2019 to a five-term term on the Library Advisory Board, her term ending September 30, 2024, has submitted her resignation from the Board in order to relocate to be closer to family members. As a result, Carolyn Pasquale has applied for this position. Ms. Pasquale has a Masters in Library Science and is retired from a professional library position in the State of New York.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

There is no fiscal impact.

Submission Date and Time: 4/7/2021 10:56:33 AM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, APPOINTING TWO LIBRARY ADVISORY BOARD MEMBERS,
ONE TO AN UNEXPIRED TERM ENDING SEPTEMBER 30, 2021, AND ONE
TO AN UNEXPIRED TERM ENDING SEPTEMBER 30, 2024; 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 there are appointments to be made to the Library Advisory Board in keeping with Section 2, Division 3 (2-92) of the Code of Ordinances of the City relating to the provision of Library Services.

THAT the City Commission hereby appoints _____ to the unexpired term ending September 30, 2021.

THAT the City Commission hereby appoints _____ to the unexpired term ending September 30, 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 the 12th day of April 2021.

Mayor

ATTEST:

City Clerk



City of Leesburg Appointed Boards & Commission Application

Date:	3-25-2021	Name:	Kathleen Encrapera
Mailing Address:	3501 Arlington Ridge Blvd		
Home Address:	Leesburg, FL 34748		
Home Telephone Number	352-460-0059		
Business Name & Type			
Business Address:			
Business Telephone Number:			
Position			
Education, Training Or Experience Related To The Activities Of The Advisory Body To Which Appointment Is Sought:			
School Teacher - 3-4-5 grades			
Served on Friends of the Library board			
Professional Organizations/Membership:			
Have You Served On A City Board Or Committee In The Past?			
Yes		No	X
If Yes - Dates Served:			
Name of Board or Committee:			
☒	Library Board	☐	Historic Preservation Board
☐	Planning Commission	☐	Greater Leesburg CRA
☐	Carver Heights & Vicinity CRA	☐	General Employees Retirement Board of Trustees
☐	Fire Department Pension 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		Return To:	City Clerk's Office City of Leesburg P.O. Box 490630 Leesburg, FL 34749-0630



City of Leesburg
Appointed Boards & Commission
Application

Date:	3/10/2021	Name:	CAROLYN B. PASQUALE
Mailing Address:	5803 BLUESAUNNATH DR. LEESBURG FL 34748		
Home Address:	same		
Home Telephone Number	714 485 1227		
Business Name & Type			
Business Address:			
Business Telephone Number:			
Position	RETIRED		
Education, Training Or Experience Related To The Activities Of The Advisory Body To Which Appointment Is Sought:	RETIRED NEW YORK STATE LIBRARIAN MASTERS LIBRARY SCIENCE UNIV. PITTSBURGH		
Professional Organizations/Membership:	NAIWA		
Have You Served On A City Board Or Committee In The Past?	Yes	No	☒
If Yes - Dates Served:			
Name of Board or Committee:			
☒ Library Board	☐ Historic Preservation Board		
☐ Planning Commission	☐ Greater Leesburg CRA		
☐ Carver Heights & Vicinity CRA	☐ General Employees Retirement Board of Trustees		
☐ Fire Department Pension 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 <i>Carolyn B. Pasquale</i>		Return To:	City Clerk's Office City of Leesburg P.O. Box 490630 Leesburg, FL 34749-0630

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: April 12, 2021

From: Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute an Airport Coronavirus Relief Grant Program (ACRGP) Grant Agreement, Number 3-12-0042-027-2021, between the City of Leesburg and the Federal Aviation Administration; and providing an effective date.

Staff Recommendation:

Staff recommends approval and execution of the grant agreement by the Mayor, followed by the City Attorney's certification, digitally signed, as required by the FAA, no later than April 26, 2021, in order for the grant to be valid.

Analysis:

This ACRGP Grant is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act. Funds may be used to reimburse airport operational and maintenance expenses directly related to Leesburg International incurred no earlier than January 20, 2020. Leesburg is eligible for \$57,162 allocated as follows: \$23,000 Non-Primary Airport and \$34,162 Federal Contract Tower. The ACRGP Grant is a 100% reimbursable grant.

Procurement Analysis:

N/A

Options:

1. Approve the ACRGP Grant Agreement No. 3-12-0042-027-2021; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Upon approval of this grant a budget adjustment will be processed to add these funds to the current Airport Operating budget.

Account No. 048-0000-331.41-00

Project No. ACRGP

Submission Date and Time: 4/7/2021 10:59:25 AM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) GRANT AGREEMENT, NUMBER 3-12-0042-027-2021, BETWEEN THE CITY OF LEESBURG AND THE FEDERAL AVIATION ADMINISTRATION; 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 ACRGP Grant Agreement No. 3-12-0042-027-2021 with the United States of America, Federal Aviation Administration.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 12th day of April 2021.

Mayor

ATTEST:

City Clerk



U.S. Department
of Transportation
Federal Aviation
Administration

FAA ORL ADO
8427 SouthPark Circle
Suite 524
Orlando, FL 32819

March 31, 2021

Ms. Tracey Dean
Airport Manager
Leesburg International Airport
501 West Meadow Street
Leesburg, FL 34749-0630

Dear Ms. Dean:

Please find the following electronic Airport Coronavirus Response Grant Program (ACRGP) Grant Offer, Grant No. 3-12-0042-027-2021 for Leesburg International Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

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

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **April 26, 2021** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. An airport sponsor may also use these funds to cover lawful expenses to support FAA contract tower operations. Funds provided for FAA contract tower operations may not be used for any other purpose. Please refer to the [ACRGP Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the Coronavirus Response and Relief Supplemental Appropriations Act (Public Law 116-260).

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and
- A closeout report.

Until the grant is completed and closed, you are responsible for submitting a signed/dated SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

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

I am readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bart Vernace", is positioned above the printed name.

Bart Vernace, P.E.
Manager



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date March 31, 2021

Airport/Planning Area Leesburg International Airport

ACRGP Grant Number 3-12-0042-027-2021

Unique Entity Identifier 113889752

TO: City of Leesburg
(herein called the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the FAA an Airports Coronavirus Response Grant Program (herein called "ACRGP") Application dated March 26, 2021, for a grant of Federal funds at or associated with the Leesburg International Airport, which is included as part of this ACRGP Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's ACRGP Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the ACRGP Application for the Leesburg International Airport, (herein called the "Grant" or "ACRGP Grant") consisting of the following:

This ACRGP Grant is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act or "the Act"), Division M of Public Law 116-260, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. ACRGP Grant amounts to specific airports are derived by legislative formula (See Division M, Title IV of the Act).

The purpose of this ACRGP Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the Act. ACRGP Grants may be used to reimburse airport operational and maintenance expenses directly related to Leesburg International incurred no earlier than January 20, 2020. ACRGP Grants also may be used to reimburse a Sponsor's

payment of debt service where such payments occur on or after December 27, 2020. Funds provided under this ACRGP Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes, may not be funded with this Grant.

NOW THEREFORE, in accordance with the applicable provisions of the CRRSA Act, Public Law 116-260, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$57,162, allocated as follows:

\$23,000 Non Primary	KU2021
\$34,162 Federal Contract Tower	KT2021
2. **Grant Performance.** This ACRGP Grant Agreement is subject to the following federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. The budget period for this ACRGP Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.
 - c. Close out and Termination.
 1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor

does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)

2. The FAA may terminate this ACRGP Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this ACRGP Grant Agreement, the CRRSA Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before April 26, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this ACRGP Grant Agreement, the CRRSA Act or other provision of applicable law. For the purposes of this ACRGP Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this ACRGP Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this ACRGP Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
 13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
 14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
 15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
 16. **Audits for Sponsors.**
PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
 17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
 - b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).

- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. Ban on Texting While Driving.

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

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this ACRGP Grant, and subrecipients' employees may not –
 - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the ACRGP Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - 1. Is determined to have violated a prohibition in paragraph A of this ACRGP Grant Agreement term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the ACRGP Grant Agreement to have violated a prohibition in paragraph A.1 of this ACRGP Grant term through conduct that is either –
 - A. Associated with performance under this ACRGP grant; or
 - B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this ACRGP Grant Agreement.

- d. Our right to terminate unilaterally that is described in paragraph A of this section:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this ACRGP Grant.

20. Employee Protection from Reprisal.

a. Prohibition of Reprisals —

- 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
- 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
- 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this ACRGP Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
- 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
- 5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

- 21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this ACRGP Grant Agreement.
- 22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA)

requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#), is no longer effective.

SPECIAL CONDITIONS FOR SPECIFIC ACRGP FUNDING

1. **ACRGP FCT Operations.** The Sponsor agrees that it will use the funds in this ACRGP Grant allocated specifically to cover lawful expenses to support Federal Contract Tower operations in accordance with the CRRSA Act, Public Law 116-260, Division M, Title IV. Use of these funds is limited to the following:
 - a. expenses incurred by the Sponsor on or after December 27, 2020 to support Federal Contract Tower operations such as payroll, utilities, cleaning, sanitization, janitorial services, service contracts, and combating the spread of pathogens, which may include items generally having a limited useful life, including personal protective equipment and cleaning supplies, as well as debt service payments; and;
 - b. eligible equipment for Federal Contract Tower operations defined in [FAA Reauthorization Program Guidance Letter](#) 19-02, Appendix A: FCT Minimum Equipment List, acquired on or after December 27, 2020;

The Sponsor may not use funds allocated for Federal Contract Tower operations for other airport purposes. The Sponsor agrees to submit invoices for reimbursement for these funds separately from other invoices for funds provided in this ACRGP Grant. Funds not expended under this condition are subject to recovery by FAA.

SPECIAL CONDITIONS FOR USE OF ACRGP FUNDS

CONDITIONS FOR ROLLING STOCK/EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this grant, such equipment shall be used solely for purposes directly related to the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate

and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.

5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - c. The utilities must serve a purpose directly related to the Airport.
6. **Land Acquisition.** Where funds provided for by this grant are used to acquire land, the Sponsor shall record the grant agreement, including the grant assurances and any and all related requirements, encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located.

The Sponsor's acceptance of this Offer and ratification and adoption of the ACRGP Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an ACRGP Grant Agreement, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this ACRGP Grant Agreement is the date of the Sponsor's acceptance of this Offer.

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

Dated March 31, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Bart Vernace

(Typed Name)

Manager

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the ACRGP Grant Application and all applicable terms and conditions provided for in the CRRSA Act and other applicable provisions of Federal law.

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

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated

City of Leesburg

(Name of Sponsor)

(Signature of Sponsor's Designative Official/Representative)

By:

(Type Name of Sponsor's Designative Official/Representative)

Title:

(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

Dated at _____

By:

(Signature of Sponsor's Attorney)

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Coronavirus Relief Grant Program (ACRGP) Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Response and Relief Supplemental Appropriations Act of 2020 (CRRSA Act or "the Act"), Public Law 116-260. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this ACRGP Grant offer by the sponsor, these assurances are incorporated into and become part of this ACRGP Grant Agreement.

B. Sponsor Certification.

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

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

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. 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).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq. ²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{3,4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates. ¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. ¹

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act). ¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements). ¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance. ¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

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

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the ACGRP application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including ACRGP funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

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

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to

operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act

- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities
 - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration

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

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

- d. Required Solicitation Language

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

“The City of Leesburg, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession 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.”

e. Required Contract Provisions.

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

21. Foreign Market Restrictions.

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

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of March 26, 2021, included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

[Type here]

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: April 12, 2021

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing and directing the Mayor and City Clerk to execute an extension of an existing Non-Exclusive Interlocal Subscription Agreement between the City of Leesburg and Florida PACE Funding Agency for the purpose of extending the term of the existing Agreement for a time sufficient to permit the finalization of pending financing transactions, but not permitting the solicitation of new financing transactions; and providing an effective date.

Staff Recommendation:

Approval of the resolution to extend the Non-Exclusive Interlocal Subscription Agreement.

Analysis:

The Commission entered into an agreement with the Florida Property Assessed Clean Energy (PACE) program by Resolution 10,633 on April 27, 2020. The current agreement expires on April 30, 2021. The Agency has one financing transaction pending, the finalization of which has been delayed by the ongoing COVID-19 pandemic and related factors beyond the control of the Agency or its borrower. The Agency has requested that the City extend the agreement on a limited basis until, but not beyond, August 31, 2021. This limited extension is for the sole purpose of permitting the Agency to finalize its pending transaction to this one borrower.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

Submission Date and Time: 4/7/2021 11:01:44 AM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE AN EXTENSION OF AN EXISTING NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT BETWEEN THE CITY OF LEESBURG AND FLORIDA PACE FUNDING AGENCY FOR THE PURPOSE OF EXTENDING THE TERM OF THE EXISTING AGREEMENT FOR A TIME SUFFICIENT TO PERMIT THE FINALIZATION OF PENDING FINANCING TRANSACTIONS, BUT NOT PERMITTING THE SOLICITATION OF NEW FINANCING TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized and directed to execute an extension of an existing Non-Exclusive Interlocal Subscription Agreement between the City of Leesburg and Florida PACE Funding Agency, whose address is c/o Southern Sky Energy, 4411 Bee Ridge Road #134, Sarasota, Florida 34233, for the purpose of extending the term of the existing Agreement for a time sufficient to permit the finalization of pending financing transactions, but not permitting the solicitation of new financing transactions.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 12th day of April 2021.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

EXTENSION OF NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT

THIS EXTENSION is entered into between the City of Leesburg, Florida (the “City”), and the Florida PACE Funding Agency, a separate legal entity and public body and unit of local government, established pursuant to Section 163.01(7)(g), Florida Statutes, (the “Agency”), pertaining to that certain Non-Exclusive Interlocal Subscription Agreement (the “Agreement”) previously executed between the City and the Agency, authorizing the Agency to offer financing to qualifying commercial property owners within the boundaries of the City.

WHEREAS, the Agreement authorized the Agency to extend financing for Qualifying Improvements to commercial property owners who are eligible, under the Agency’s rules and applicable legal requirements, to obtain such financing, and

WHEREAS, the Agreement expires according to its terms on April 30, 2021, and

WHEREAS, the Agency has one financing transaction pending, the finalization of which has been delayed by the ongoing COVID-19 pandemic and related factors beyond the control of the Agency or its borrower, and

WHEREAS, the Agency has requested that the City extend the Agreement on a limited basis, for the purpose of permitting the Agency to close its financing to this one borrower who was approved for financing prior to expiration of the Agreement,

NOW THEREFORE, for and in consideration of the sum of \$10.00 and other good and valuable considerations, in hand paid and given by each party to the other, the receipt and sufficiency of which are acknowledged by each party for the benefit and reliance of the other, as well as the mutual covenants and promises contained in the Agreement and this Extension, the Agency and the City agree as set forth below:

1. Capitalized terms used in this Extension which are not defined within it shall have the meanings ascribed to them in the Agreement.

2. The Agency has a borrower who has been approved for financing (the “Pending Transaction”) but has not yet been able to close. The information on the financing in question is shown below:

Project: Leesburg Assisted Living (Stone Gate) - Marlene Street, Leesburg, FL 34748

District: FL PACE Funding Agency

Anticipated Closing Date: May 1 – June 30, 2021

3. The Agency and the City agree that the term of the Agreement shall be extended through, but not beyond, the earlier of the date on which the Pending Transaction is fully closed and funded, or August 31, 2021. This is a limited extension, for the sole purpose of permitting the

Agency to finalize the Pending Transaction. The Agency shall not approve any other financing, take any applications for additional financing, or otherwise carry out any business formerly permitted under the Agreement, which is not directly related to the closing of the Pending Transaction.

4. The Agency shall continue to have the ability to carry out any functions permitted under Section 3.03(B) of the Agreement. The rights of the Agency under Section 3.03(B) shall not be affected by this Extension, except that all activities of the Agency pursuant to that Section shall be related solely to the Pending Transaction, and no other transactions.

5. Nothing expressed or referred to in this Extension is intended or will be construed to give any person or entity other than the actual, named parties hereto and their respective successors and assigns, any legal or equitable right, remedy or claim under or with respect to this Extension, or any provision hereof, it being the intention of the parties hereto that this Extension and all of its provisions and conditions are for the sole and exclusive benefit of the named parties and their respective successors and assigns, and that no third party beneficiaries are to be created either expressly or by implication.

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

7. This Extension 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 Extension, 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.

8. This Extension shall not be effective until it has been approved by an affirmative vote of a majority of the City Commissioners of the City, present at a public meeting where there is a quorum and this Extension is on the agenda for consideration and disposition, and has been signed by the Mayor and City Clerk.

9. Any notice required by this Extension or the Agreement 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 United States Mail, certified with return receipt requested and all postage charges prepaid. Any notice sent by U.S. Mail in accordance with these standards

to the proper address as set forth in the Agreement shall be deemed to be effective on the second business day after the date of postmark; any notice personally delivered shall be effective upon delivery; and any notice sent by overnight courier shall be effective on the next business day after it is placed in the hands of the courier, properly addressed; and any time period shall begin running as of that date, whether or not the notice is actually received. Notices shall be given in the following manner, or in such other manner as may be directed by either party, in writing, from time to time:

IN WITNESS WHEREOF, the parties have entered into this Extension on the dates shown below.

THE CITY OF LEESBURG, FLORIDA

BY: _____
JOHN CHRISTIAN, Mayor

DATE: _____, 2021

ATTEST: _____
J. ANDI PURVIS, City Clerk

APPROVED AS TO FORM AND CONTENT:

CITY ATTORNEY

THE FLORIDA PACE FUNDING
AGENCY

By: _____
Mike Moran, Executive Director

ATTEST: _____ DATE: _____, 2021

James Ley, Secretary

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: April 12, 2021

From: Dan Miller, (Planning and Zoning Manager)

Subject: An Ordinance of the City of Leesburg, Florida, rezoning approximately 6.64 +/- acres from P (Public) and R-3 (High Density Residential) to SPUD (Small Planned Unit Development) for a property located north of East Dixie Avenue and east of South Lake Street, as legally described in Sections 25 and 26, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Venetian Isle North)

Staff Recommendation:

The Planning Commission and Planning and Zoning Staff recommend approval of the request to rezone the subject property to SPUD (Small Planned Unit Development) to allow for a future mixed use medical/office/retail development.

Analysis:

The site of the subject property consists of approximately 6.5 acres, and is generally located on the north side of Dixie Avenue and east of Lake Street. The proposed zoning will allow for a maximum of 75,000 square feet of buildings and may be used for assisted living, memory care, nursing homes, retail, restaurant/diner uses, plus commercial facilities and offices to support the local medical community. This proposal will allow for additional growth in the medical facilities available in Leesburg, and help allow for the continuation of a "medical corridor" along Dixie Avenue. This proposal is compatible with the zoning and future land use on adjacent properties, which include medical, residential and commercial uses.

Procurement Analysis:

N/A

Options:

1. Approve the request to rezone the subject property to SPUD (Small Planned Unit Development) as presented; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Upon development, a significant positive fiscal impact will result from this action, including new jobs,

additional ad valorem tax revenue, impact fees and utility fees.

Submission Date and Time:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 6.64 +/- ACRES FROM P (PUBLIC) AND R-3 (HIGH DENSITY RESIDENTIAL) TO SPUD (SMALL PLANNED UNIT DEVELOPMENT) FOR A PROPERTY LOCATED NORTH OF EAST DIXIE AVENUE AND EAST OF SOUTH LAKE STREET, AS LEGALLY DESCRIBED IN SECTIONS 25 AND 26, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (VENETIAN ISLE NORTH)

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

Section 1.

Based upon the petition of VENETIAN ISLE NORTH HOLDINGS, LLC, Randy Jones, the petitioner of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, hereby is rezoned to City SPUD (Small Planned Unit Development) zoning, to-wit:

Legal Description
(See Exhibit B)

Section 2.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____, 2021.

THE CITY OF LEESBURG

Mayor

ATTEST:

City Clerk

**VENETIAN ISLE NORTH
SPUD (SMALL PLANNED UNIT DEVELOPMENT)
PLANNED DEVELOPMENT CONDITIONS**

September 24, 2020

These Planned Development Conditions for a PUD (Planned Unit Development) District are granted by the City of Leesburg Planning Commission, Lake County, Florida to VENETIAN ISLE DEVELOPERS, or assigns, "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 submitted an application requesting an SPUD (Small Planned Unit Development) zoning district to permit a mixed-use development consisting of assisted living, memory care, nursing home, retail/restaurant/diner uses, plus commercial facilities and offices to support the local medical community on an approximately 6.51-acre site within the City of Leesburg in accordance with their Planned Development 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 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**

Permission is hereby granted to Venetian Isle Developers, LLC or assigns, to operate and maintain a PUD (Planned Unit Development) development in and on real property in the City of Leesburg. The property is generally located south of Dixie Avenue and east of Lake Street. The property is more particularly described as shown in the attached legal description below.

2. **LEGAL DESCRIPTION:**

See **Exhibit B**.

3. **LAND USE**

The above-described property, containing approximately 6.51 acres, and having a maximum of 75,000 square feet of buildings as shown on the attached conceptual site plan, shall be used for assisted living, memory care, nursing home, retail/restaurant/diner uses, plus commercial facilities and offices to support the local medical community, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

- 1) Uses shall be those listed as permitted uses in the PUD (Planned Unit Development) district, as amended herein, and shall occupy the approximate area as shown on the Conceptual Plan - **Exhibit C**.
 - a. Permitted Uses
 - i. Assisted Living/memory care/nursing homes, etc.
 - ii. Medical offices/pharmacy
 - iii. General office
 - iv. Retail uses
 - v. Restaurants/Diners
 - vi. Other similar uses may be permitted by the Planning and Zoning Manager, which by their use, intensity, density or trip generation do not adversely impact nearby or adjoining properties due to traffic, noise, dust, etc.
- 2) Accessory uses shall be as follows:
 - a. outdoor residential recreation
 - b. clubs and lodges within an assisted living facility
 - c. educational facilities
 - d. Other similar uses may be permitted by the Planning and Zoning Manager, which are considered accessory to permitted uses and do not adversely impact the nearby or adjoining properties due to traffic, noise, dust, etc.
- 3) Prohibited uses shall be as follows:
 - a. outdoor commercial recreation
 - b. commercial bars and lounges
 - c. clubs and lodges which are not an accessory use to an assisted living facility
 - d. crematoriums
 - e. package stores (liquor)
 - f. industrial uses
 - g. vehicle sales service and repair
 - h. kennels
 - i. truck stops
 - j. check cashing stores
 - k. thrift stores
 - l. Any other similar uses which are not considered medically related residential, office or commercial in character or intensity which may adversely impact the nearby or adjoining properties due to traffic, noise, dust, etc.

4. **LOT DEVELOPMENT STANDARDS**

- A. Minimum Lot Development Standards
 - i. Lot development standards shall be those of the C-3 (Highway Commercial) zoning district, except as amended by these conditions, and may limit the permitted uses based on site plan requirements.
 - ii. Final lot sizes and setbacks may be adjusted by staff during the site plan review process to meet the intent of this PUD (Planned Unit Development).
 - iii. Minimum distance between structures shall be twenty (20) feet; measured from the nearest vertical wall of the nearest adjacent building.

- iv. Accessory structures shall have a minimum rear and side setback of ten (10) feet, and shall not occupy more than fifteen (15) percent of the required rear yard.
- v. Accessory structures shall not be constructed within required buffer areas.
- B. Building Height
 - i. Residential Structures: maximum height for residentially related structures shall be three (3)-stories, or forty (40) feet.
 - ii. Commercial/Office structures: maximum height for commercial and office structures shall be three (3) stories, or forty (40) feet.
 - iii. Accessory Structures: maximum height for accessory structures shall be fifteen (15) feet.
 - iv. All structure heights shall be measured from the first floor, finished floor elevation on the site.
- C. Impervious Surface Coverage
 - i. Impervious surface coverage shall not exceed seventy (70) percent of the total property, and open space shall not be less than thirty (30) percent of the total property area. Open space may include retention areas, buffer and landscaped areas. Parking areas and vehicle access areas shall not be considered in calculating open space.
- D. Easements
 - i. 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. **ACCESS AND CIRCULATION**

- A. Site Access
 - i. Access to the site shall be provided by a minimum of three access points-- one on Dixie Avenue, one on Minatee Lane, and one on Washington Street, The Dixie Avenue access shall be developed as a divided boulevard type entrance. The access point on Dixie Avenue shall line up with the Venetian Isle South access point directly across Dixie Avenue. Final determination of the direction of traffic movement into and out of all permitted access points shall be determined through the Traffic Study as required by the City's site plan review process.
- B. Internal Circulation
 - i. All drives and access points shall be constructed so that continuous vehicular and pedestrian access is available among and between all commercial and medical structures on the property.
- C. Pedestrian Access
 - i. Pedestrian access shall be provided through sidewalks and/or walkways connecting all buildings within the development. Pedestrian access shall include consideration of sidewalks, recreational trails/paths etc., to adjoining properties.
 - ii. Sidewalks shall be installed per City of Leesburg codes and specifications.
 - iii. All pedestrian crossing areas shall be visibly marked with appropriate pedestrian crossing signage and striping. Intersections shall have street pavers, striping or similar materials approved through the appropriate site plan and/or building permit process, to allow safe crossing points and pedestrian access to all structures.

6. **PARKING**

- A. General Parking requirements

- i. Parking for primary residential structures shall be provided as off-street spaces pursuant to the City of Leesburg Code of Ordinances, as amended.
- ii. ALF Parking: 1 space per 4 beds plus 1 per employee of day shift.
- iii. All parking spaces shall be a minimum of 9.5 feet wide and 18 feet in length.

B. Handicapped parking requirements

- i. Handicap parking requirements for 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.

7. **DESIGN REQUIREMENTS**

A. Architectural Ordinance Standards

- i. The Leesburg City Commission adopted Architectural Standards for new development and redevelopment under Ordinance 16-35. All phases and all structures of this development shall meet or exceed the architectural standards as adopted by the City Commission. However, should architectural standards as noted above not be in place at the time of construction of any phase or structure within this development, the following standards shall prevail as shown below:

B. Architectural Theme

- i. 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.

C. Screening of equipment

- i. 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.

D. Exterior construction materials

- i. 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. The total exterior wall area of each building elevation shall be composed of one of the following:
 - 1. at least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 - 2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option).
 - 3. All textured stucco, provided there are unique design features such as recessed 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 Community Development Director for compliance.

E. Public Entrances.

- i. Buildings that are open to the public shall have an entrance for pedestrians from the street to the building interior. This entrance shall be designed to be attractive and functionally be a distinctive and prominent element of the architectural design.

Buildings shall incorporate lighting and changes in mass, surface or finish to provide emphasis to the entrances.

F. Building Façade.

- i. 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.

G. Design Variations

- i. Other similar design variations meeting the intent of this section may be approved at the discretion of the Planning and Zoning Manager.

9. **SIGNAGE**

A. Ground signs

- i. All ground signage for the property shall be monument style signs with design and architectural style consistent with the overall development, and consistent with the requirements of the sign regulations of the City of Leesburg.
- ii. Ground signs may not be permitted on undeveloped property.

B. Alternative Designs.

- i. Alternative designs for the ground enclosure support and bases of monument signs may be approved by the Community Development Director where the architectural style would be in keeping with the intent of these sign regulations.

C. Landscaping for ground signs

- i. Landscaping around all monument signs shall comply with the standards and requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.

D. Wall signs

- i. All wall signage for the property 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.

10. **WETLANDS**

A. Existing Wetlands

- i. If wetlands exist on the site, the following requirements shall apply. 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. 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

- i. Buildings or structures shall be an average of 50 feet from any wetland jurisdiction boundary, or as required by the appropriate permitting agency
- ii. 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
 - i. 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 property owners 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.

11. DRAINAGE, UTILITIES AND SITE PLAN

- A. Prior to receiving Final Development Plan Approval, the "Permittee" shall submit, if applicable, a Master Site Drainage Plan and Utility Implementation Plan acceptable to the City of Leesburg. Prior to removal, renovation or demolition of any existing development on the site, the permittee shall provide:
 - i. A detailed site plan demonstrating no direct discharge of stormwater runoff generated by the development into any natural surface waters or onto adjacent properties shall be required.
 - ii. 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.

12. STORMWATER MANAGEMENT/FLOOD ZONES

- A. Stormwater Management and Utility Plan
 - 1. 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. The 100-year flood plain shown on all plans and lots.
 - d. 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.
 - e. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District.
 - 2. 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. Financial Responsibility
 - i. 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.

13. TRANSPORTATION IMPROVEMENTS

- A. Traffic/Transportation Study
 - i. Traffic/transportation studies shall be submitted for new developments/phases during the site plan review process, for review and determination of any necessary access improvements as required by FDOT, Lake County, the Lake-Sumter MPO or the City of Leesburg. Any required improvements will be the responsibility of the Permittee.
- B. Approvals for Improvements
 - i. All transportation improvements shall be contingent upon site plan approval by City of Leesburg staff during development review/permit application. Said approval shall also be contingent upon review and approval by the Lake-Sumter MPO, Lake County and the Florida Department of Transportation where required.
 - ii. Improvements required may include, but are not limited to, traffic signals, turn lanes, acceleration/deceleration lanes, etc.
- C. Roadway Improvements
 - i. The applicant shall provide all necessary roadway and intersection improvements within the development and its connection to Dixie Avenue.
 - ii. Any offsite improvements required by FDOT, Lake County, Lake-Sumter MPO and City of Leesburg shall be based on a current traffic analysis, shall be the developer's responsibility and shall be reviewed by City staff during the site plan review process. Approval of all necessary permits and improvements as required by the City of Leesburg, the Lake-Sumter MPO, Lake County and FDOT shall include any needed right of way, signalization and improvements required to support the development.
- D. Internal Circulation
 - i. Drives and accesses shall be constructed within the interior of the development such that continuous vehicular access is available among and between all structures within the development.
- E. Bus Stop required
 - i. Because the proposed development lies along and near a major transportation routes, a covered bus stop, located such that it meets the approval standards, codes and requirements of the City of Leesburg, Lake County and Lake –Sumter MPO, shall be provided by the developer.
 - ii. If recommended by LSMPO (Lake-Sumter Metropolitan Planning Organization, a bus stop shall be constructed prior to certificate of occupancy for the first building.

14. LANDSCAPING & BUFFERS

- A. General
 - i. A master landscape plan shall be submitted for review by City staff for all buffer/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 B) and City of Leesburg landscape code requirements.
 - ii. All landscaped areas shall be designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. Buffer Areas
 - i. The site shall be developed in accordance with an approved landscape plan, which shall be substantially consistent with Exhibit B, Conceptual Site Plan attached hereto, or as amended.

- ii. In accordance with the approved site/landscape plan, and where applicable, for each one hundred (100) linear feet, or fraction thereof of boundary area the following plants shall be provided in accordance with the planting standards and requirements of the City of Leesburg Code of Ordinances:
 - i. two (2) canopy trees, plus
 - ii. two (2) ornamental trees, plus
 - iii. and thirty (30) shrubs,
 - iv. All planting materials shall be selected from the approved lists of trees and shrubs shown in Section 25-328 (i) (2), *Landscape plants materials list*, City of Leesburg, Code of Ordinances.
 - iii. The remainder of the buffer area shall be landscaped with drought tolerant grasses such as Bermuda, or Bahia, plus groundcover or other landscape treatment in accordance with the City of Leesburg Code of Ordinances.
 - iv. Existing vegetation which is to remain within the required buffer shall be protected during construction.
 - C. Building Landscaping
 - i. 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. All new structures shall extend the required landscape perimeter area to include all sides visible to the general public.
 - D. Parking Lot, Sign and Landscaping
 - i. 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.
 - ii. Each landscape island shall be at least (100 square feet, and contain at a minimum, one canopy or understory tree, plus shrubs and groundcover.
 - iii. Parking lot landscaping shall comply with the conceptual design shown in Exhibit B attached hereto.
 - iv. Landscaping around all monument signs shall comply with the standards and requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.
 - E. Open Space
 - i. A minimum of twenty-five (25) percent of the property shall be open space. Retention areas, buffers and landscaped areas may be used for the purpose of calculating open space.
 - F. Variations to Landscape Requirements
 - i. Variations to these landscape requirements of this document may be approved by the Planning and Zoning Manager as long as the intent of the landscaping section of this PUD (Planned Unit Development) document is maintained.

15. MAINTENANCE

- A. With the exception of public utilities, maintenance of all site improvements, including but not limited to drives, internal sidewalks, landscaping and drainage shall be the responsibility of the owner.

16. DEVELOPMENT PHASING

- A. Phasing of Development
 - i. The proposed project may be constructed in phases in accordance with these Planned Unit Development conditions. Changes to the Conceptual Development

Plan or approved site plan, other than those required conditions described in this agreement, shall be revised in accordance with the Planned Unit Development review process.

- B. Implementation of Development
 - i. Implementation of the project shall substantially commence within 48 months of approval of this Planned Unit Development. In the event, the conditions of the PUD have not been implemented during the required time period, the PUD shall be scheduled with due notice for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to another appropriate zoning classification.
- C. Satisfaction of Implementation
 - i. Satisfaction of the implementation of development shall be attained at such point as the developer has performed any of the following:
 - i. Received an approved site plan for new construction;
 - ii. Pulled a building permit and diligently pursued completion of a new structure as shown on the conceptual site plan;
 - iii. Completed installation of trees and landscaping in the existing parking and boundary areas of the property in compliance with the terms of this PUD document.

17. MISCELLANEOUS CONDITIONS

- A. Uses
 - i. The uses of the proposed project shall only be those uses identified in these approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized by the Planning Commission in accordance with the Planned Unit Development amendment process.
- B. Approvals
 - i. 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. Compliance
 - i. 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
 - i. The transfer of ownership or lease of any or all of the property described in this PUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Code of Ordinances, as amended.
- E. Benefit
 - i. 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 herein set out.

18. LEVELS OF SERVICE

As submitted, 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 roads, sewage, water supply, drainage, solid waste, parks and recreation, schools and emergency medical facilities. No final development order (site plan and building permits) shall be granted for a 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.

A. Utilities

1) Projected Capacities

- a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.
- b. If the development requires construction of new distribution mains, since existing facilities in the service area are not adequate, 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.

B. Commitment of Capacity

There are no previous commitments of any existing or planned excess capacity.

C. Ability to Provide Services

The City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.

LEGAL DESCRIPTION
As submitted by applicant

EXHIBIT B

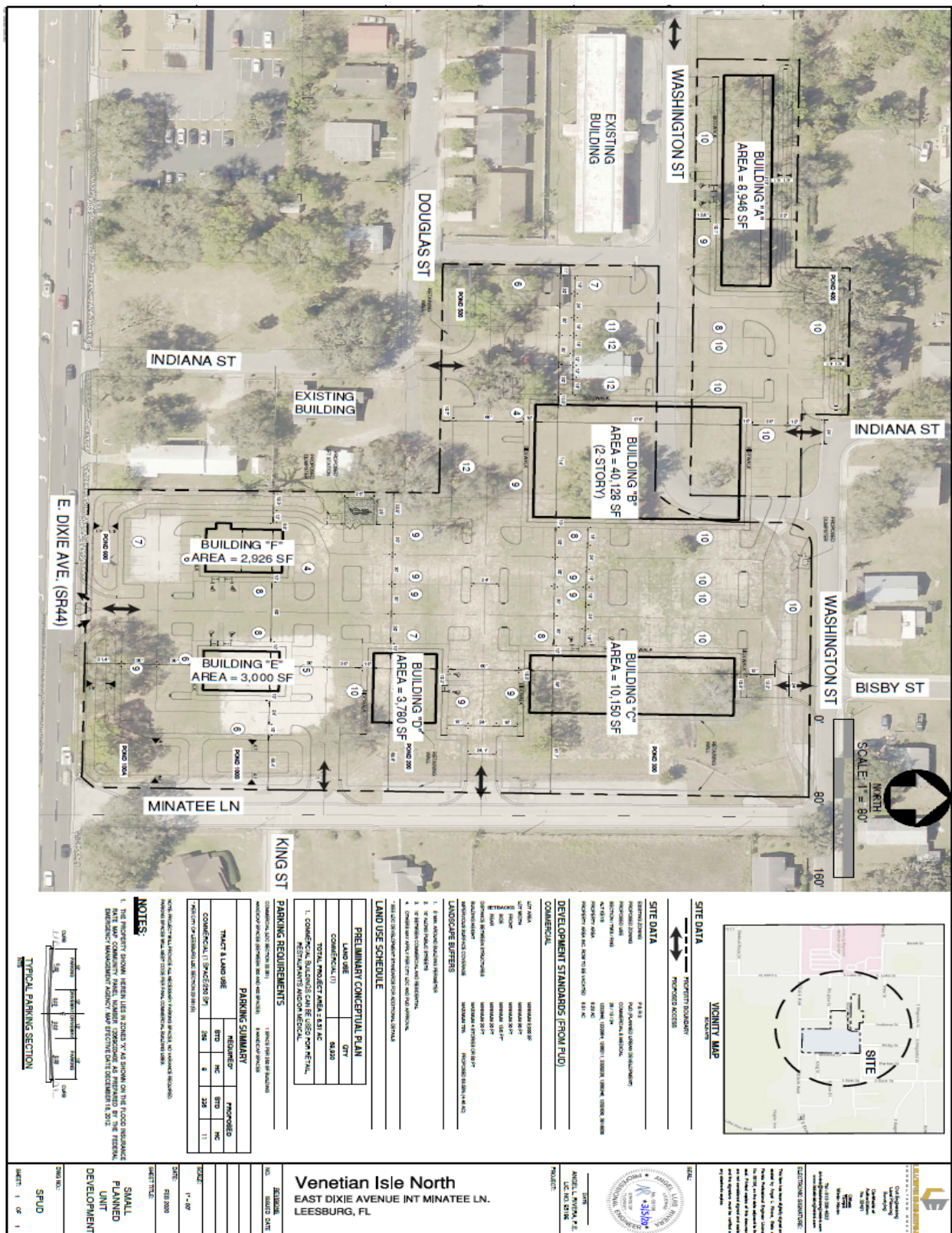
VENETIAN ISLE NORTH

LEGAL DESCRIPTION (NEW PARCEL)

A parcel of land being a portion of Lot 12, the west 1/2 of Lots 9, 10 and 11, Block 64, City of Leesburg, according to the plat thereof recorded in Plat Book 2, Page 19, Public Records of Lake County, Florida, Lots 1 through 5, inclusive, Lincoln Place Addition to Leesburg, according to the plat thereof recorded in Plat Book 2, Page 23, Public Records of Lake County, Florida, and a portion of Washington Street, all being described as follows:

Commence at the northwest corner of said Lot 12 for the Point of Beginning; thence South 89°25'46" East, along the north line of said Lot 12, a distance of 148.76 feet to the west right-of-way line of Indiana Street; thence South 01°10'03" West, along the southerly extension of said west right-of-way line, 40.00 feet; thence South 89°25'46" East, 83.50 feet to the east line of said Lot 12; thence North 00°40'59" East, along said east line, 10.00 feet to the westerly extension of the south right-of-way line of Washington Street, according to the Lake County Property Appraiser Records; thence South 89°25'46" East, along said south right-of-way line, 304.25 feet to the west right-of-way line of Minatee Lane, according to the Lake County Property Appraiser Records; thence South 00°56'17" West, along said west right-of-way line, 612.71 feet to the northerly right-of-way line of State Road 44; thence along said northerly right-of-way line the following two (2) courses: (1) South 45°49'43" West, 14.17 feet; (2) thence North 88°52'27" West, 291.48 feet to the west line of said Lot 11, Block 64, City of Leesburg; thence North 00°40'59" East, along said west line and the west line of said Lot 10, a distance of 300.30 feet to the easterly extension of the south line of Lot 20 of said Lincoln Place Addition to Leesburg; thence North 89°13'37" West, along said south line, 231.91 feet to the west line of said Lot 12, Block 64, City of Leesburg; thence North 00°40'59" East, along said west line, 215.01 feet to the southeast corner of Lot 1, of said Lincoln Place Addition to Leesburg; thence North 89°13'37" West, along the south line of Lots 1 through 5, of said Lincoln Place Addition to Leesburg, 210.00 feet; thence North 00°40'59" East, along the west line of said Lot 5, a distance of 87.50 feet; thence South 89°13'37" East, along the north line of said Lots 1 through 5, a distance of 210.00 feet to said west line of Lot 12, Block 64, City of Leesburg; thence North 00°40'59" East, along said west line, 46.22 feet to the Point of Beginning.

Parcel containing 6.52 acres, more or less.



CITY OF LEESBURG PLANNING & ZONING DIVISION

STAFF SUMMARY

DATE: August 25, 2020
OWNER: Venetian Isle North Holdings, LLC
PETITIONER: Venetian Isle North Holdings, LLC
PROJECT: Venetian Isle North
REQUEST: SPUD (Small Planned Unit Development) to develop a professional office campus
CASE NO.: SPUD-20-77

GENERAL LOCATION: The property is generally located north of East Dixie Avenue and east of South Lake Street.

FUTURE LAND USE DESIGNATION: Institutional; Transitional; Low Density Residential; High Density Residential

SURROUNDING FUTURE LAND USE DESIGNATION:

North — Low Density Residential; High Density Residential
South — General Commercial; Medium Density Residential; Neighborhood Mixed Use
West — High Density Residential; Low Density Residential; Transitional
East — High Density Residential; Transitional

PROPOSED FUTURE LAND USE DESIGNATION: N/A

EXISTING ZONING DESIGNATION: Public; R-3 (High Density Residential)

SURROUNDING ZONING DESIGNATIONS:

North — R-2 (Medium Density Residential); P (Public); SPUD (Small Planned Unit Development)
South — PUD (Planned Unit Development); C-2 (Community Commercial)
West — R-3 (High Density Residential); P (Public)
East — R-3 (High Density Residential); C-2 (Community Commercial)

PROPOSED ZONING DESIGNATION: City of Leesburg SPUD (Small Planned Unit Development)

EXISTING LAND USE: Vacant lots and some abandoned structures.

SURROUNDING LAND USE:

North — Residential
South — Commercial (vacant)
West — Residential (Mobile Home Park)
East — Church; Commercial; Residential

PROPOSED LAND USE: Medical and professional office campus.

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

DATE: September 4, 2020
OWNER: Venetian Isle North Holdings, LLC
PETITIONER: Venetian Isle North Holdings, LLC
PROJECT: Venetian Isle North
REQUEST: SPUD (Small Planned Unit Development) to develop a professional office campus
CASE NO.: SPUD-20-77

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 9/18/20

FIRE

No comments from Fire Department. Amanda Stevenson 9/4/20

ELECTRIC

Electric has no objections. The plan calls for roads to be closed. The area has underground utilities that will have to be relocated at the developer's expense. Steve Davis 9/3/20

GAS

No comments received as of 9/18/20

GIS

No comments received as of 9/18/20

BUILDING

No comments received as of 9/18/20

PUBLIC WORKS

No issues from public Works! Cliff Kelsey 9/3/20

ADDRESSING

No comments received as of 9/18/20

ECONOMIC DEVELOPMENT

No comments received as of 9/18/20

LAKE COUNTY PUBLIC WORKS

The school district does not have any comments for the medical/professional office use. Thanks Helen LaValley 9/3/20

LAKE COUNTY SCHOOLS

No comments received as of 9/18/20

PUBLIC RESPONSES

Approval

4 approvals

Disapproval

No comments received as of 9/18/20

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL)

PUBLIC COMMENTS (DISAPPROVAL)

PUBLIC COMMENTS (UNDECIDED)



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

DATE: September 24, 2020
OWNER: Venetian Isle North Holdings, LLC
PETITIONER: Venetian Isle North Holdings, LLC
PROJECT: Venetian Isle North
REQUEST: SPUD (Small Planned Unit Development) to develop a professional office campus
CASE NO.: SPUD-20-77

THE PLANNING & ZONING DIVISION RECOMMENDS:

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

1. The proposed Zoning designation of SPUD (Small Planned Unit Development) is compatible with the surrounding adjacent properties having zoning designations of R-3 (High Density Residential) and R-2 (Medium Density Residential) and C-2(Community Commercial).
2. The Future Land Use designations of Institutional and Transitional are compatible with surrounding adjacent properties having Transitional, Low Density Residential, and High Density Residential future land use designations.
3. The proposed request is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve this request to rezone the subject property from P (Public) and R-3(High Density Residential) to SPUD (Small Planned Unit Development) and forward the recommendation to the City Commission for consideration.



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
VENETIAN CENTER
THURSDAY, SEPTEMBER 24TH, 2020 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, September 24th, 2020, at Venetian Center.

Chairman Ted Bowersox called the meeting to order at 4:30 p.m.

The following Commission members were present:

Ted Bowersox – Chairman
Clell Coleman – Vic Chairman
Frazier Marshall
John O’Kelley
Michael Fitzpatrick
Alfred Haliday
Chris Wood

The following Commission members were absent:

Ze’Shieca Carter

City staff in attendance included Dan Miller, Planning & Zoning Manager, Sabrina Mitchell, Administrative Assistant II, Dianne Pacewicz, Planner, Careylee Murray, Planner, Kandi Harper, Senior Planner, and City Attorney Fred Morrison was also present.

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

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

**DRAFT SUMMARY MINUTES OF THE PLANNING COMMISSION MEETING
FOR THURSDAY, AUGUST 13TH, 2020**

Commissioner O'Kelley moved to APPROVE the draft minutes from the AUGUST 13TH, 2020 meeting. Commissioner Fitzpatrick SECONDED the motion, which PASSED by a vote of 6 - 0.

DRAFT SUMMARY MINUTES OF THE PLANNING COMMISSION MEETING FOR THURSDAY, AUGUST 20TH, 2020

Commissioner Wood moved to APPROVE the draft minutes from the AUGUST 20TH, 2020 meeting. Commissioner Fitzpatrick SECONDED the motion, which PASSED by a vote of 6 - 0.

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

Chairman Bowersox called for the next case under new business be brought forward.

1. PUBLIC HEARING CASE # SPUD-20-77 – VENETIAN ISLE NORTH – SMALL PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 6.64 ACRES FROM P (PUBLIC) AND R-3 (HIGH DENSITY RESIDENTIAL) TO SPUD (SMALL PLANNED UNIT DEVELOPMENT) FOR A PROPERTY GENERALLY LOCATED NORTH OF EAST DIXIE AVENUE AND EAST OF SOUTH LAKE STREET, AS LEGALLY DESCRIBED IN SECTIONS 25 AND 26, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, NOVEMBER 9TH, 2020 AND SECOND READING IS SCHEDULED FOR MONDAY, NOVEMBER 23RD, 2020)** (Venetian Isle North)

Dan Miller introduced case number #SPUD-20-77 – Venetian Isle North – Small Planned Unit Development into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

Mr. Miller gave a background of the subject property, location and current zoning. Mr. Miler explained the history of the subject property and requests.

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

Department Review Summary: This case was sent out to all the different departments for review, no substantive comments received. Under Public responses several people came

by the office, they appear to be satisfied that medical uses and their own properties would not be impacted.

Mr. Miller read the Staff Recommendations into the record; and then went over the (PUD) Planned Unit Development. Staff recommending approval on this project.

Chairman Bowersox expressed concern on between professional and residential some type of security buffer, fencing, and project design.

Mike Rankin with LPG of Mount Dora introduced himself for the record and explained the PUD, certain buffers, mindful residential development in that area, professional and medical campus connecting the hospital to the Marriott property; medical mile mentality, estimated project in addition to this project that's Marriott sits on looking at about 150M for downtown, signage, buffers, and landscape; represents the type of project we want to have there.

Mr. Rankin stated that Dan Miller and Staff was deeply involved in this project as well as the Marriott project, and the City of Leesburg has an incredible Planning & Zoning staff.

Chairman Bowersox stated any questions from the applicant or discussion of Staff.

Chairman Bowersox stated any comments from the Public, and entertained a motion, then the voting took place.

Commissioner Fitzpatrick made a MOTION for APPROVAL of case # SPUD-20-77 – VENETIAN ISLE NORTH – SMALL PLANNED UNIT DEVELOPEMENT Commissioner Haliday SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 5- 0.

DISCUSSION

None

ANNOUNCEMENTS

Mr. Miller apologizes for the split meeting and stated we did have a scheduling conflict and thanks Commission and City Attorney and Staff for pulling this off. Staff really appreciates you.

Commissioner O'Kelley made a motion to adjourn meeting.

ADJOURNMENT

Approximately 7:08 p.m.

Ted W. Bowersox, Chairman

Sabrina Mitchell, Administrative Assistant II



Close up of sign posting.



Posting of sign on site (East Dixie Avenue).



Looking west along East Dixie Avenue from sign posting.



Looking south across East Dixie Avenue from sign posting.



Looking east along East Dixie Avenue from sign posting.



Posting of sign on site (Minatee Lane).



Looking north along Minatee Lane from sign posting.



Looking south along Minatee Lane from sign posting.



Looking east across Minatee Lane from sign posting.



Posting of sign on site (Washington Street).



Looking east along Washington Street from sign posting.



Looking north across Washington Street (towards Bisby Street).



Looking west along Washington Street.



Posting of sign on site (Washington Street).



Looking east along Washington Street from sign posting.



Looking west along Washington Street sign sign posting.



Looking south across Washington Street from sign posting.



Posting of sign on site (Washington Street).



Looking west along Washington Street from sign posting.



Looking west towards the intersection of Indiana Street and Washington Street from sign posting).



Looking north along Indiana Street from sign posting.



Posting of sign on site (Washington Street).



Looking west along Washington Street from sign posting.

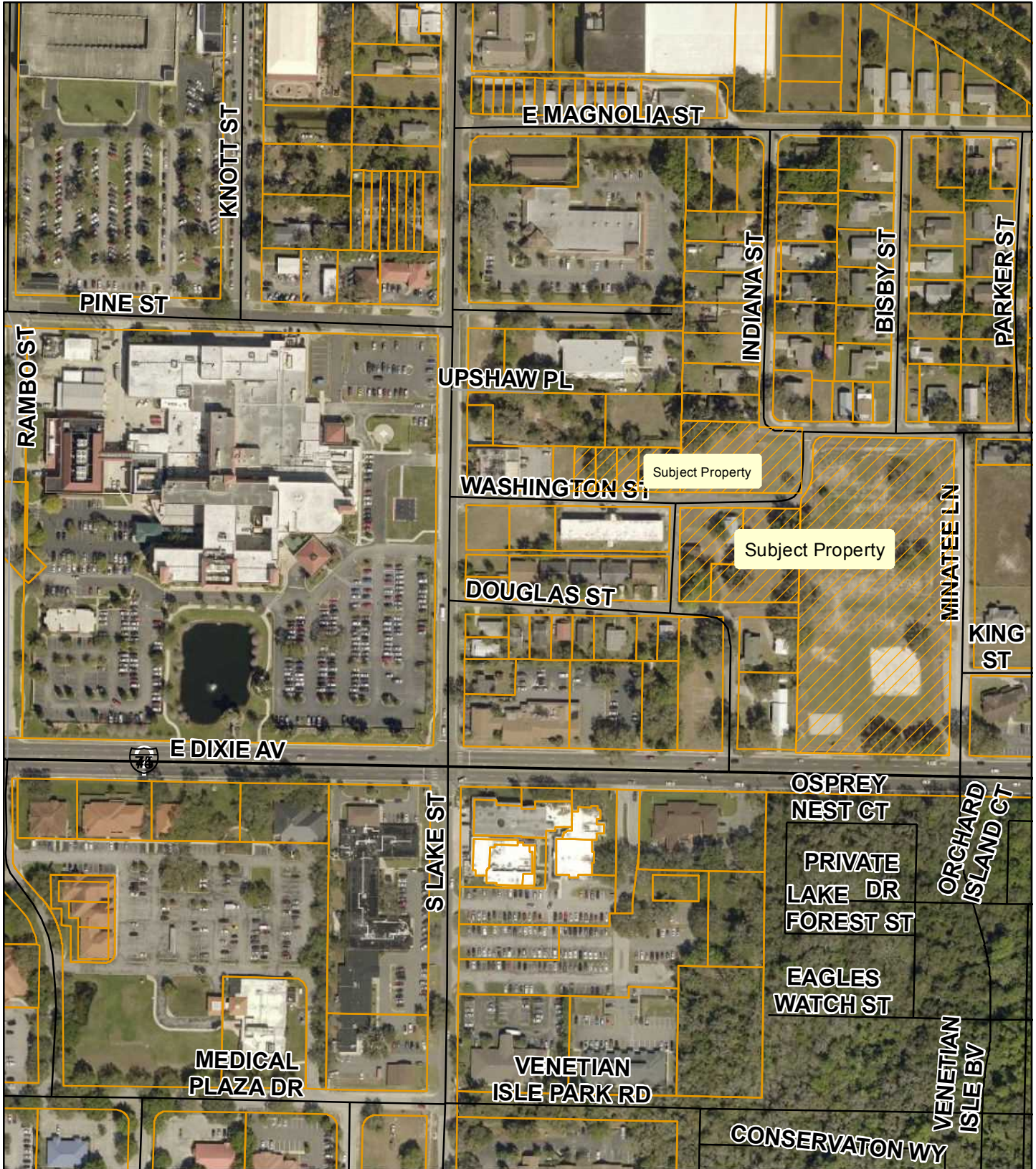


Looking south across Washington Street from sign posting.

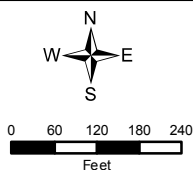


Looking east along Washington Street from sign posting.

Aerial



**Planning
& Zoning
Division**



SPUD-20-77

Venetian Isle North

AK #s: 1232848; 1232864; 1266211; 3329228; 1266246; 1232830; 3918830

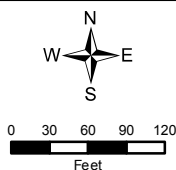
Sections 25 and 26, Township 19 South, Range 24 East

March 26, 2020

Aerial



**Planning
& Zoning
Division**



SPUD-20-77

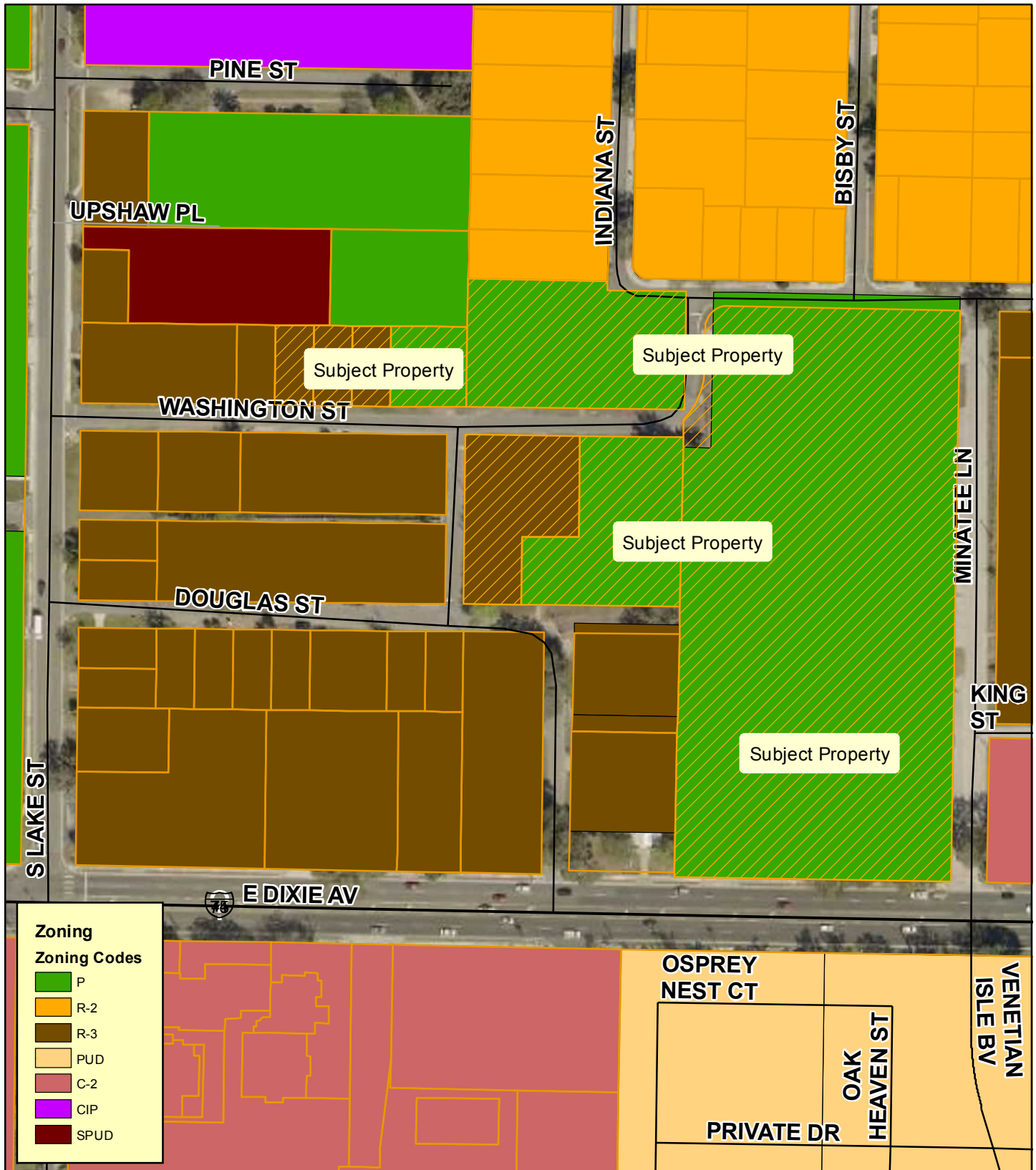
Venetian Isle North

AK #s: 1232848; 1232864; 1266211; 3329228; 1266246; 1232830; 3918830

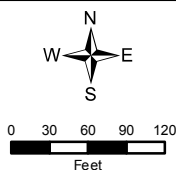
Sections 25 and 26, Township 19 South, Range 24 East

March 26, 2020

Zoning



**Planning
& Zoning
Division**



SPUD-20-77

Venetian Isle North

AK #s: 1232848; 1232864; 1266211; 3329228; 1266246; 1232830; 3918830

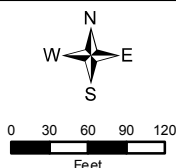
Sections 25 and 26, Township 19 South, Range 24 East

March 26, 2020

PROPOSED Zoning



**Planning
& Zoning
Division**



SPUD-20-77

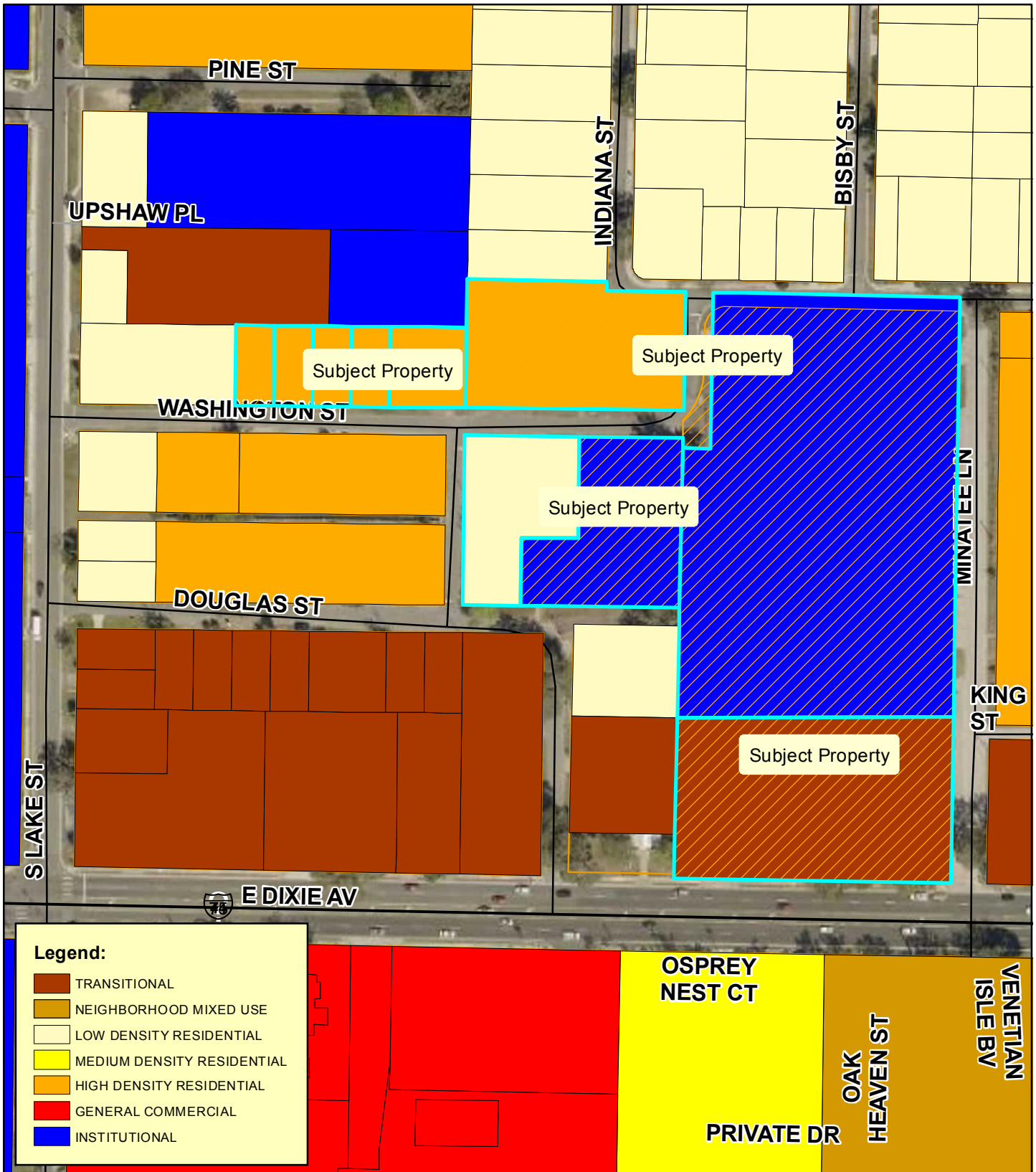
Venetian Isle North

AK #s: 1232848; 1232864; 1266211; 3329228; 1266246; 1232830; 3918830

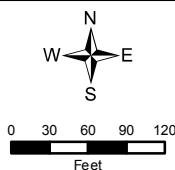
Sections 25 and 26, Township 19 South, Range 24 East

March 26, 2020

Future Land Use



**Planning
& Zoning
Division**



SPUD-20-77

Venetian Isle North

AK #s: 1232848; 1232864; 1266211; 3329228; 1266246; 1232830; 3918830

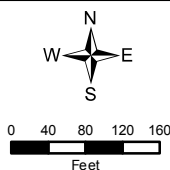
Sections 25 and 26, Township 19 South, Range 24 East

March 26, 2020

Surrounding Land Use



**Planning
& Zoning
Division**



SPUD-20-77

Venetian Isle North

AK #s: 1232848; 1232864; 1266211; 3329228; 1266246; 1232830; 3918830

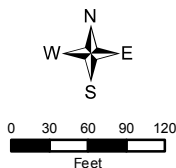
Sections 25 and 26, Township 19 South, Range 24 East

March 26, 2020

Wetlands and Flood Zones



**Planning
& Zoning
Division**



SPUD-20-77

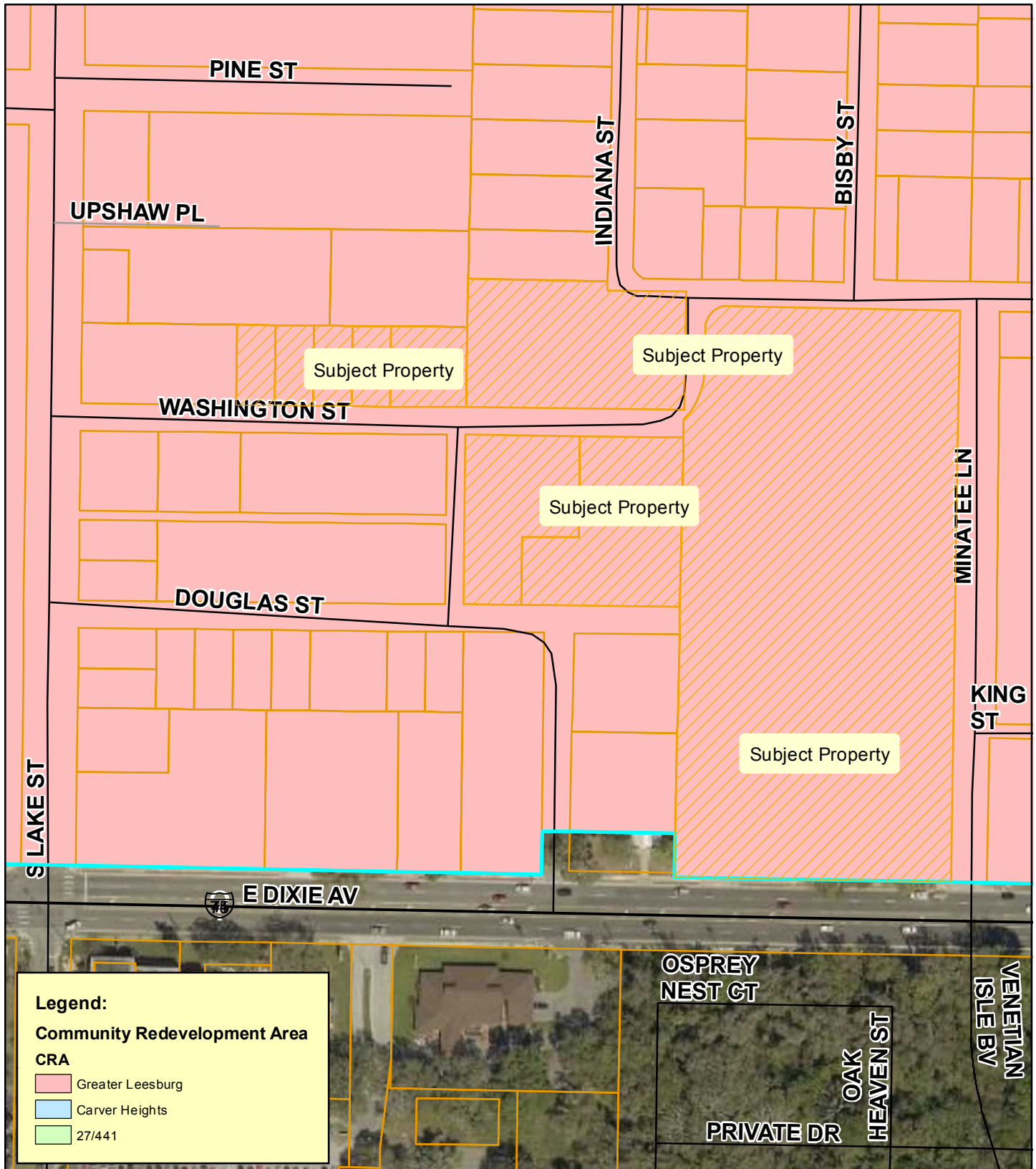
Venetian Isle North

AK #s: 1232848; 1232864; 1266211; 3329228; 1266246; 1232830; 3918830

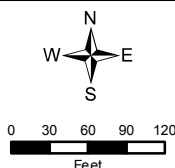
Sections 25 and 26, Township 19 South, Range 24 East

March 26, 2020

Community Redevelopment Area



**Planning
& Zoning
Division**



SPUD-20-77

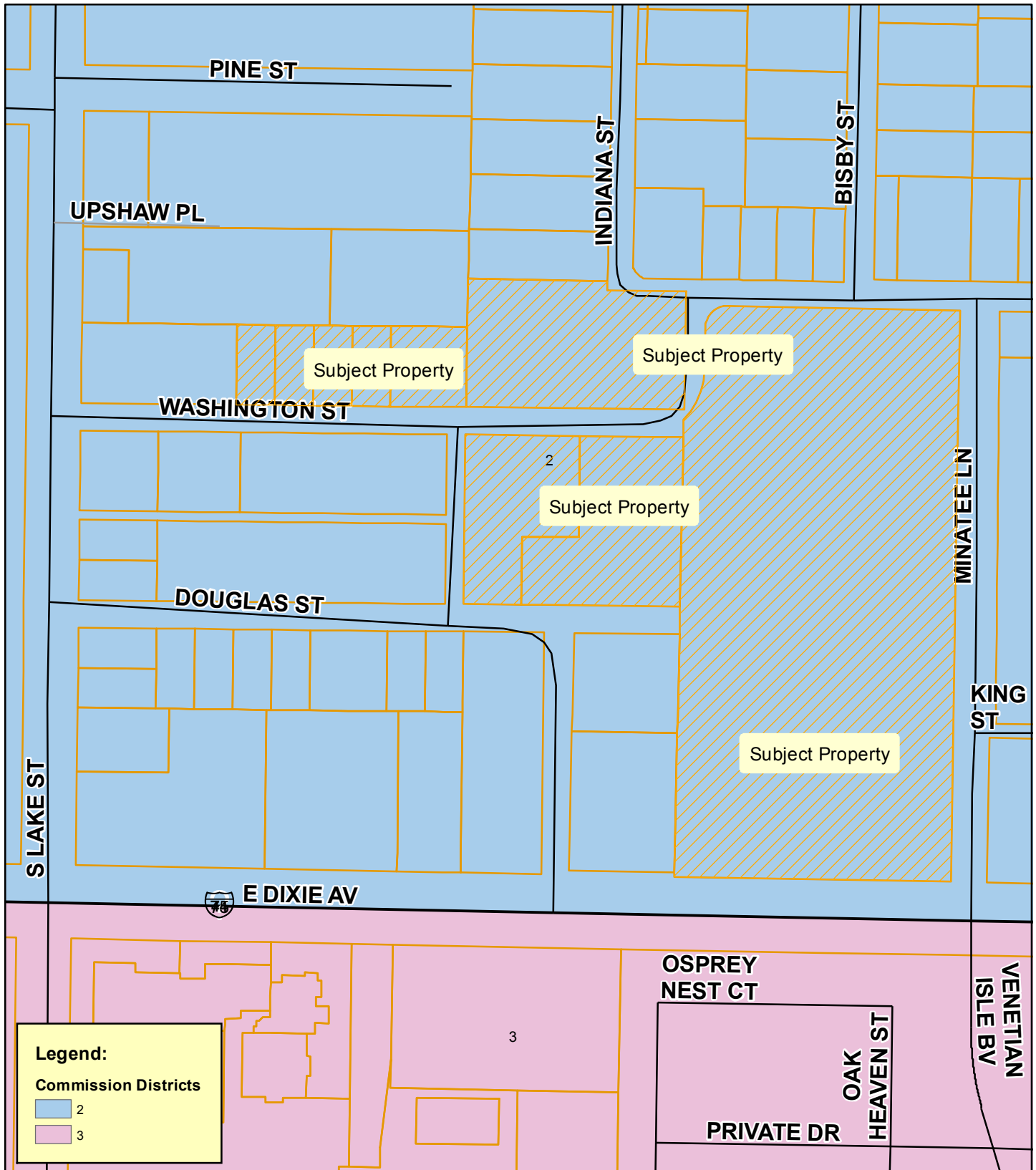
Venetian Isle North

AK #s: 1232848; 1232864; 1266211; 3329228; 1266246; 1232830; 3918830

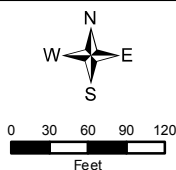
Sections 25 and 26, Township 19 South, Range 24 East

March 26, 2020

Commission District 2



**Planning
& Zoning
Division**



SPUD-20-77

Venetian Isle North

AK #s: 1232848; 1232864; 1266211; 3329228; 1266246; 1232830; 3918830

Sections 25 and 26, Township 19 South, Range 24 East

March 26, 2020

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: April 12, 2021

From: Dan Miller, (Planning and Zoning Manager)

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

Staff Recommendation:

Staff recommends approval of the request from Sayed Moukhtara to approve the creation of a Community Development District for the Tara Oaks subdivision.

Analysis:

The request is to approve the creation of a Community Development District for the Tara Oaks subdivision, which is generally located west of County Road 468 and south and east of Lewis Road as shown on the attached map. Community Development Districts are permitted under Chapter 190, Florida Statutes, and are a form of special purpose district which can be created to manage, finance and deliver basic community development services. These services include, but are not limited to, the financing, funding construction and operation of water and wastewater systems, roads, bridges, transit, shelters, environmental, conservation and mitigation areas, parks, plus schools and security measures. These services may vary from district to district. CDD's are specific to a described area, and have no zoning, development permitting or police power, and have no authority to encumber debt to a local government. Each district must remain in compliance with the local government's comprehensive plan.

Currently, the City has one Community Development District, which encompasses the Arlington Ridge subdivision located just south of the intersection of U.S. Highway 27 and County Road 48.

Approval of this request does not create a negative impact for the City's comprehensive plan or the surrounding property owners.

Procurement Analysis:

N/A

Options:

1. Approve the proposed ordinance creating a Community Development District for the Tara Oaks subdivision, or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Property owners within Community Development District areas are solely responsible for the funding, financing and maintenance of activities of the district; therefore no direct fiscal impact is anticipated.

Submission Date and Time:

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ESTABLISHING
THE TARA OAKS COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO
CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR AUTHORITY AND
POWER OF THE DISTRICT; PROVIDING FOR THE BOARD OF
SUPERVISORS OF THE DISTRICT; PROVIDING FOR THE DISTRICT
BUDGET; PROVIDING FOR FUNCTIONS OF THE DISTRICT; PROVIDING
FOR MISCELLANEOUS PROVISIONS; AND PROVIDING AN EFFECTIVE
DATE. (TARA OAKS CDD-1)**

WHEREAS, Sayed Moukhtara (the “Petitioner”) has petitioned the City Commission for the City of Leesburg, Florida, (the “City”) to adopt an ordinance establishing the boundaries of the Tara Oaks Community Development District (the “District”) pursuant to Chapter 190, Florida Statutes, and granting certain special powers; and

WHEREAS, the City, in determining whether to establish the District boundaries, has considered and finds that all statements contained in the Petition to establish the Tara Oaks Community Development District (“the Petition”) are true and correct; and

WHEREAS, the City has considered and finds that the establishment of the District is not inconsistent with any applicable element or portion of the applicable Comprehensive Plan; and

WHEREAS, the City has considered and finds that the area of land within the District is a sufficient size, is sufficiently compact, and is sufficiently contiguous to be developed as a functional interrelated community; and

WHEREAS, the City has considered and finds that the District is the best alternative for delivering the community development services and facilities to the area that will be served by the District; and

WHEREAS, the City has considered and finds that the community development services and facilities of the District will not be incompatible with the capacity and uses of exiting local and regional community development services and facilities; and

WHEREAS, the city has considered and finds that the area that will be served by the District is amenable to separate special –district government; and

WHEREAS, a duly noticed public hearing on the Petition was held prior to the adoption of this Ordinance establishing the District.

NOW THEREFORE, BE IT ORDAINED by the City Commission of the City of Leesburg, Florida, as follows:

SECTION 1: AUTHORITY. This ordinance is adopted in compliance with and pursuant to the Uniform Community Development Act of 1980, Chapter 190, Florida Statutes (2020).

SECTION 2: DISTRICT NAME. There is hereby created a community Development district situated entirely within incorporated Leesburg, Florida, which District shall be known as the

"Tara Oaks Community Development District."

SECTION 3: EXTERNAL BOUNDARIES OF THE DISTRICT. The external boundaries of the District are described in Exhibit A attached hereto, the overall parcel containing 194.15 acres of land, more or less.

SECTION 4: FUNCTIONS AND POWERS. The powers and functions of the District are described in Chapter 190, Florida Statutes (2020) as may be amended from time to time. The Charter of the District shall be as set forth in Chapter 190, Florida Statutes, as created by general law. The District's Board of Supervisors may further exercise certain additional powers to finance, fund, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate and maintain systems facilities for (a) parks and facilities for indoor and outdoor recreational, cultural and educational uses; and (b) security, including but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by applicable governmental agencies; except that the District may not exercise any police power, but may contract with the City for an increased level of such services within the proposed District boundaries, all as authorized and described by Section 190.012(2), Florida Statutes. The District shall not provide utility service (water, wastewater reuse, electricity, cable television, telephone or other telecommunications, dial up or broadband internet, solid waste collection and disposal, or any other utility service.

SECTION 5: BOARD OF SUPERVISORS. The five persons designated to serve as initial members of the Districts Board of Supervisors are:

Name: Sylvia Moukhtara Nemer
Address: 7717 NW 20th Lane
Gainesville, Florida 32605

Name: Chris Gumer
Address: 1135 NW 23rd Ave. Suite G
Gainesville, Florida 32609

Name: Chris Potts
Address: 3530 NW 43rd Street
Gainesville, Florida 32606

Name: Michel Moukhtara
Address: 1035 SE Lake Lane
Gainesville, Florida 32656

Name: Clifton Fischer
Address: 5504 Haines Road N.
St. Petersburg, Florida 33714

All of the above listed persons are residents of the State of Florida and citizens of the United States of America.

SECTION 6: NOTICE TO PURCHASERS. Any and all agreements for the sale of property within the boundaries of the district must include the disclosure statement required in

Section 190.048, Florida Statutes (2020) or any successor provision thereto. This requirement shall apply not only to the initial sale of a parcel, but also to all subsequent sellers, successors and assigns, for the life of the District.

SECTION 7: SEVERABILITY. If any provision of this Ordinance, or the application thereof, is finally determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be deemed to be severable and the remaining provisions shall continue in full force and effect provided that the invalid, illegal or unenforceable provision is not material to the logical and intended interpretation of this Ordinance.

SECTION 8: EFFECTIVE DATE. This Ordinance shall take effect upon its passage and adoption pursuant to general law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____, 2021.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

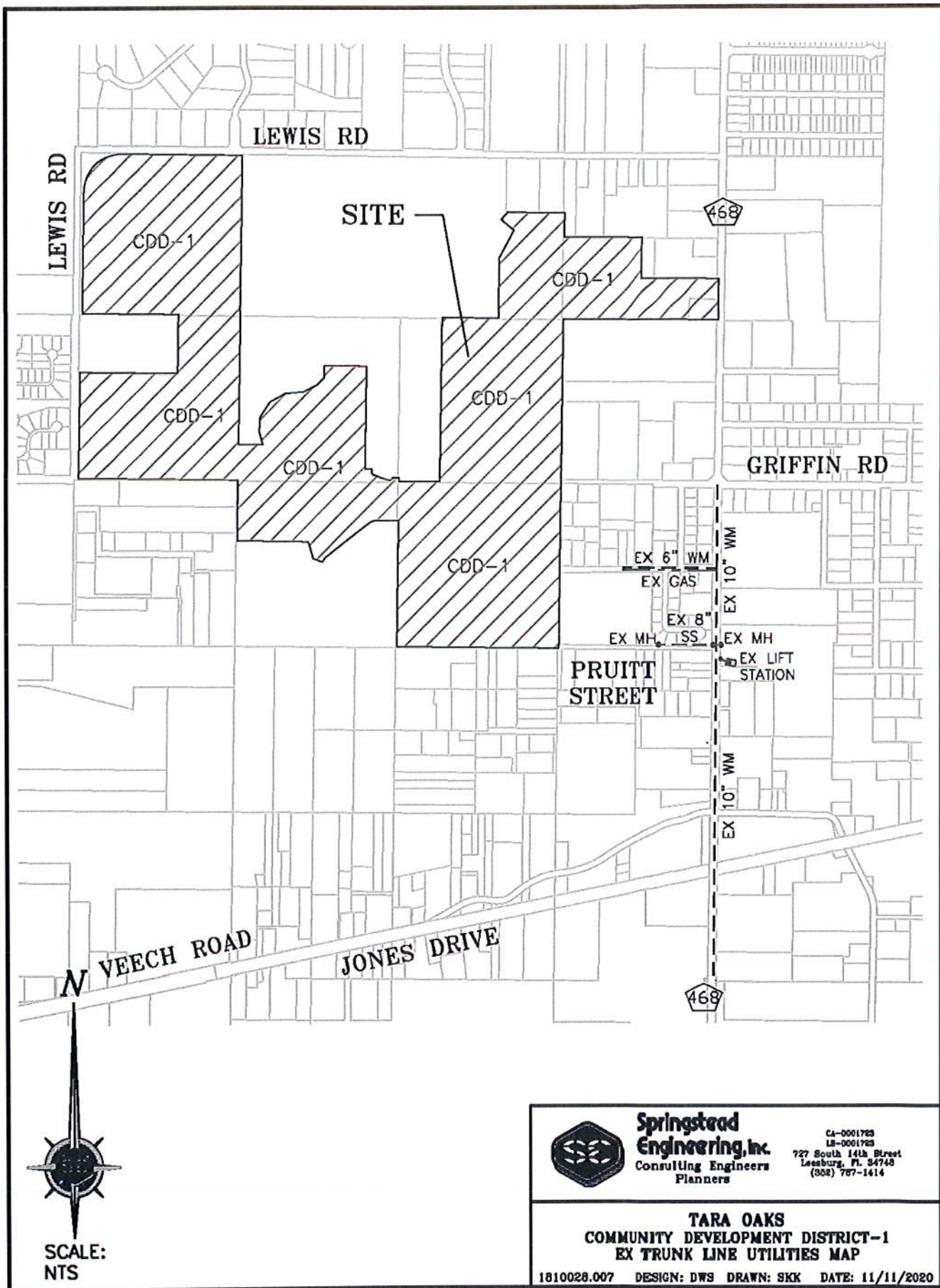
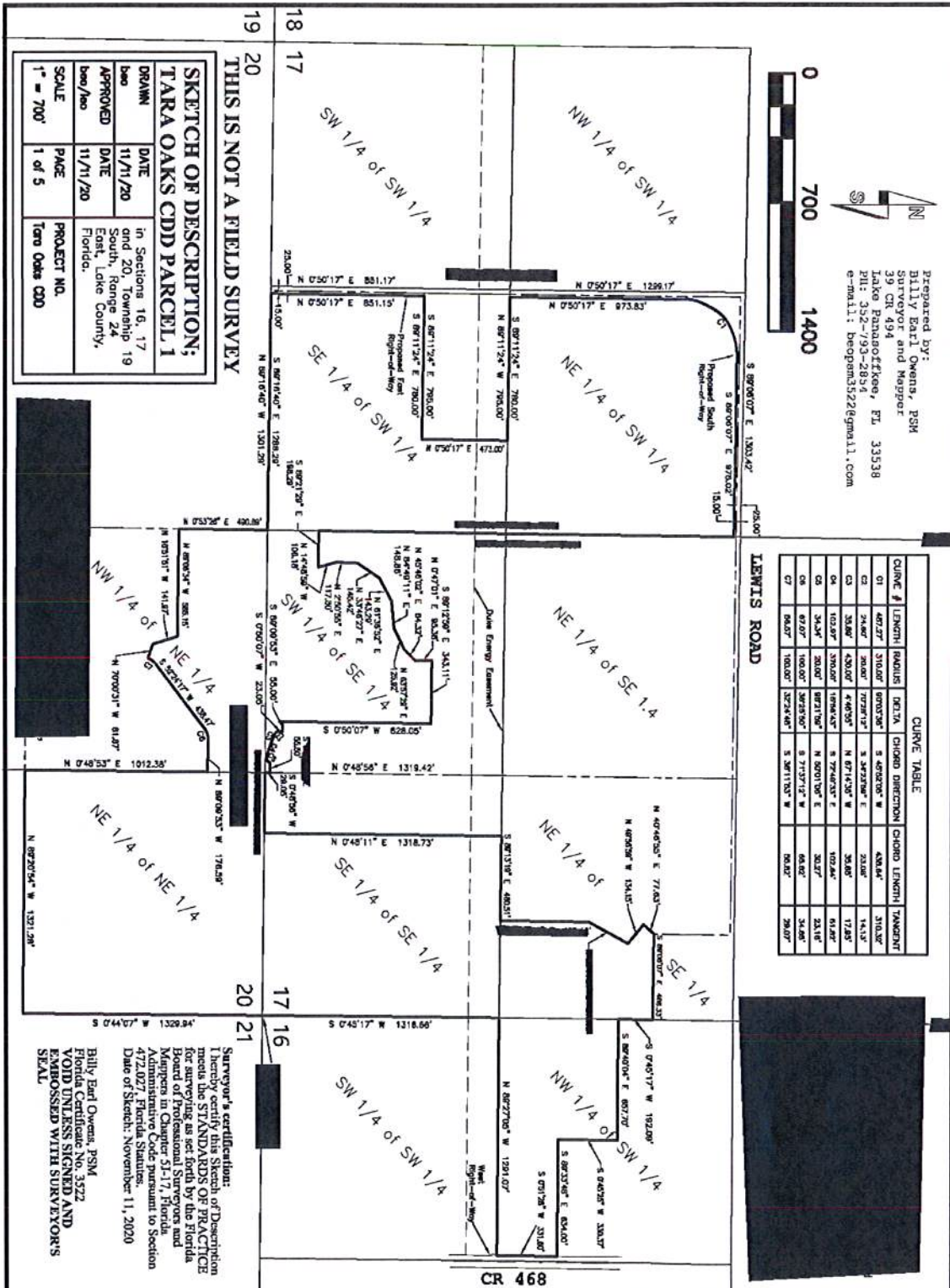


EXHIBIT A



TARA OAKS PARCEL 1 CDD DESCRIPTION

In Sections 16, 17 and 20, Township 19 South, Range 24 East, Lake County, Florida
November 11, 2020

That part of Sections 16, 17 and 20, Township 19 South, Range 24 East, Lake County, Florida, described as follows; Begin at the northeast corner of said Section 20 and run S 00°44'07" W, along the east boundary of the Northeast ¼ of the Northeast ¼ of said Section 20, a distance of 1329.94 feet, to the southeast corner of said Northeast ¼ of the Northeast ¼; thence N 89°20'54" W, along the south boundary of said Northeast ¼ of the Northeast ¼, a distance of 1321.28 feet, to the southwest corner of said Northeast ¼ of the Northeast ¼; thence N 00°48'53" E, along the west boundary of said Northeast ¼ of the Northeast ¼, a distance of 1012.38 feet; thence leaving said west boundary, run N 89°09'53" W, a distance of 176.59 feet, to the Point of Curvature of a curve concave southerly and having a radius of 100.00 feet; thence westerly, along the arc of said curve, through a central angle of 38°25'50", a distance of 67.07 feet, to the Point of Tangency; thence S 52°24'17" W, a distance of 438.47 feet, to the Point of Curvature of a curve concave southeasterly and having a radius of 100.00 feet; thence southwesterly, along the arc of said curve, through a central angle of 32°24'48", a distance of 56.57 feet, to the Point of Tangency; thence N 70°00'31" W, a distance of 81.87 feet; thence N 16°51'51" W, a distance of 141.97 feet; thence N 89°06'34" W, a distance of 585.15 feet, to the west boundary of the Northwest ¼ of the Northeast ¼ of the aforesaid Section 20; thence N 00°53'26" E, along said west boundary, a distance of 490.69 feet, to the northwest corner of the Northwest ¼ of the Northeast ¼ of Section 20, same being the southeast corner of the Southeast ¼ of the Southwest ¼ of the aforesaid Section 17, Township 19 South, Range 24 East; thence N 89°16'40" W, along the south boundary of said Southeast ¼ of the Southwest ¼, a distance of 1286.29 feet, to the proposed east right-of-way of LEWIS ROAD; thence N 00°50'17" E, along said proposed east right-of-way, a distance of 851.15 feet; thence leaving said east right-of-way, run S 89°11'24" E, a distance of 780.00 feet; thence N 00°50'17" E, a distance of 473.00 feet; thence N 89°11'24" W, a distance of 780.00 feet, to the aforesaid proposed east right-of-way of LEWIS ROAD; thence N 00°50'17" E, along said east right-of-way, a distance of 973.83 feet, to the Point of Curvature of a curve concave southeasterly and having a radius of 310.00 feet; thence northeasterly, along the arc of said curve, and proposed right-of-way for LEWIS ROAD, through a central angle of 90°03'36", a distance of 487.27 feet, to the Point of Tangency, said point being on the proposed south right-of-way of said LEWIS ROAD; thence S 89°06'07" E, along said proposed south right-of-way, a distance of 978.02 feet, to the east boundary of the Southwest ¼ of the aforesaid Section 17; thence S 00°53'00" W, along said east boundary, a distance of 2319.36 feet; thence leaving said east boundary, run S 89°21'29" E, a distance of 198.29 feet; thence N 14°48'59" W, a distance of 106.18 feet; thence N 02°50'55" E, a distance of 117.80 feet; thence N 33°46'27" E, a distance of 145.42 feet; thence N 61°36'52" E, a distance of 143.29 feet; thence N 84°49'11" E, a

distance of 148.86 feet; thence N 63°57'29" E, a distance of 125.92 feet; thence N 45°46'02" E, a distance of 84.32 feet; thence N 00°47'01" E, a distance of 95.38 feet; thence S 89°12'59" E, a distance of 343.11 feet; thence S 00°50'07" W, a distance of 828.05 feet; thence S 89°09'53" E, a distance of 55.00 feet; thence S 00°50'07" W, a distance of 23.05 feet, to the Point of Curvature of a curve concave northeasterly and having a radius of 20.00 feet; thence southeasterly, along the arc of said curve, through a central angle of 70°28'12", a distance of 24.60 feet, to a Point of Reverse Curve; thence run easterly, along the arc of said reverse curve concave southwesterly and having a radius of 430.00 feet, through a central angle of 04°46'55", a distance of 35.89 feet, to a Point of Reverse Curve; thence run easterly along the arc of said reverse curve concave northerly and having a radius of 370.00 feet, through a central angle of 15°56'43", a distance of 102.97 feet, to the Point of Compound Curve; thence along the arc of said compound curve concave northerly and having a radius of 20.00 feet; thence northeasterly, along the arc of said curve, through a central angle of 98°21'59", a distance of 34.34 feet, to the Point of Tangency; thence S 89°11'04" E, a distance of 55.50 feet, to the east boundary of the Southwest ¼ of the Southeast ¼ of the aforesaid Section 17; thence S 00°48'56" W, along said east boundary, a distance of 29.05 feet, to the southeast corner of said Southwest ¼ of the Southeast ¼, same being the southwest corner of the Southeast ¼ of the Southeast ¼ of Section 17; thence S 89°20'30" E, along the south boundary of said Southeast ¼ of the Southeast ¼, a distance of 329.80 feet; thence N 00°48'11" E, a distance of 1318.73 feet, to the north boundary of said Southeast ¼ of the Southeast ¼; thence S 89°13'19" E, along said north boundary, a distance of 460.51 feet; thence N 00°46'41" E, a distance of 485.12 feet; thence N 28°14'24" E, a distance of 249.98 feet; thence N 49°56'59" W, a distance of 134.15 feet; thence N 40°46'55" E, a distance of 77.63 feet; thence S 89°06'07" E, a distance of 466.33 feet, to the east boundary of said Northeast ¼ of the Southeast ¼, of Section 17, same being the west boundary of the Northwest ¼ of the Southwest ¼ of Section 16, Township 19 South, Range 24 East; thence S 00°45'17" W, along said boundary line, a distance of 192.09 feet; thence S 89°40'04" E, a distance of 657.70 feet; thence S 00°45'25" W, a distance of 330.37 feet; thence S 89°33'48" E, a distance of 634.00 feet, to the west right-of-way of COUNTY ROAD 468; thence S 00°51'28" W, along said west right-of-way, a distance of 331.60 feet; thence leaving said west right-of-way, run N 89°27'05" W, a distance of 1291.07 feet, to the southwest corner of the Northwest ¼ of the Southwest ¼, of the aforesaid Section 16, same being the northeast corner of the Southeast ¼ of the Southeast ¼ of the aforesaid Section 17, Township 19 South, Range 24 East; thence S 00°45'17" W, along the east boundary of said Southeast ¼ of the Southeast ¼, a distance of 1316.66 feet, to the Point of Beginning and end of this description.

Area described contains 194.15 acres.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.1.

Meeting Date: April 12, 2021

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida appointing a Representative to the Region 5 Trauma Advisory Board Executive Committee; and providing an effective date.

Staff Recommendation:

Staff recommends appointing one Commissioner to the Region 5 Trauma Advisory Board as the municipal representative.

Analysis:

The Central Florida Disaster Medical Coalition is seeking a Leesburg City Representative to serve on the RDSTF Region 5 Trauma Advisory Board. Former Commissioner/Mayor Elise Dennison was the municipal representative. With the loss of former Mayor Dennison, there is no Lake County representative on the board, and there is no trauma center in Lake County.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

Submission Date and Time: 4/7/2021 11:10:43 AM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA APPOINTING A REPRESENTATIVE TO THE REGION 5 TRAUMA
ADVISORY BOARD EXECUTIVE COMMITTEE; AND PROVIDING AN
EFFECTIVE DATE.**

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

THAT the City Commission hereby appoints _____ to the
RDSTF Region 5 Trauma Advisory Board Executive Committee to serve as the municipal representative.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular
meeting held the 12th day of April 2021.

Mayor

ATTEST:

City Clerk

The RDSTF Region 5 Trauma Advisory Board

***Building the Future of Florida's Trauma
System Together***

Peter A. Pappas MD FACS

David Freeman

Central Florida Disaster Medical Coalition

Goals

- **Create** a body representing trauma system stakeholders for Region 5
- A **forum** for best practice across the spectrum of trauma care
- A **new link** between state-wide bodies and care providers

Role of RDSTFs

- **Regional Domestic Security Task Force**
- **Coordinating Florida Law Enforcement**
 - **Community, County and State Level**
 - **Intelligence Sharing**
 - **Disaster Response**
 - **Enhance Cooperation with Federal Agencies**
- **Joint State and Local Administration**
 - **Florida Department of Law Enforcement**
 - **County Sheriffs**

RDSTF Region 5



RDSTF Trauma Advisory Boards

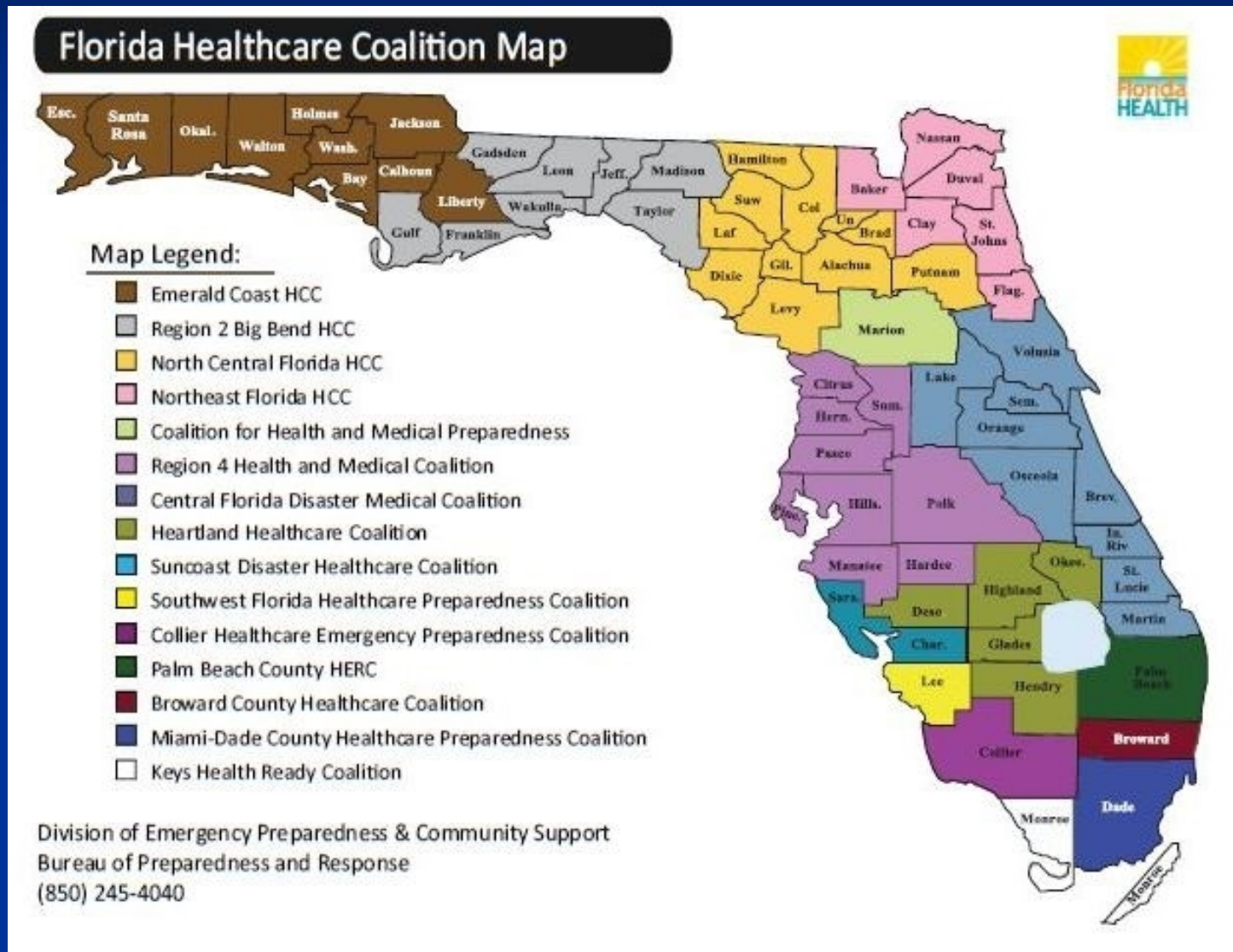
- **RDSTF-5 selected for FL DOH pilot**
- **CFDMC**
 - **Central Florida Disaster Medical Coalition**
 - **Organized Trauma System Stakeholders**
 - **Drafted Pilot Charter**

Central Florida Disaster Medical Coalition (CFDMC)

- East Central Florida (RDSTF-5) Healthcare Coalition
- 950 members representing 400 organizations across all 9 counties
- 45 funded projects – (details in traffic light report at www.centralfladisaster.org)
- RDSTF-5 Health and Medical Co-Chairs are Permanent Board Members



Florida Healthcare Coalitions



RDSTF-5 TAB

- **February 2017**
 - **First Trauma Stakeholder Meeting**
 - **Indian River County EOC**
 - **Trauma Advisory Board Created**

Stakeholders

- **Trauma Centers**
 - Chair, Vice-Chair and Level II Representative
- **EMS Agencies**
 - Chair, Vice-Chair and Non-Transporting Rep
- **Acute Care Hospitals**
- **County Health Departments**
- **Extended/Rehabilitation Care Centers**
- **Municipal Government**
- **County Government**

Committees

- **Executive Committee**
 - Eleven Voting Members
 - Executive Director
 - Five Ex-Officio Members
 - FCOT
 - AFTC
 - EMSAC
 - FHA
 - CFDMC

Committees

■ Clinical Leadership Committee

- Trauma Medical Directors
- EMS Medical Directors

■ Steering Committee

- Establishing Advisory Board Goals
- Protocol Development
- Promoting Best Practice for Trauma Care

Committees

■ System Support

- Ambitious Goals
- Education and Training
- Registry Assistance
- Communicating Grant Opportunities
- Coordinate joint initiatives
 - Best Practice
 - Injury Prevention
 - Clinical Research

Committees

■ Preparedness

- Training and education
- Integrating mass casualty plans
 - Trauma and Burn mass casualty
- Coordinating joint exercises
- Communicating Grant Opportunities

Conclusions

- A **big** challenge, but an even **greater** opportunity
- **Uniting** to create a **seamless** system of trauma care from the field to the bedside and beyond
- Coming **together** for our **communities** and our **patients**

Thank You!

