

**AGENDA
CITY COMMISSION MEETING
VENETIAN CENTER, 1 DOZIER COURT
MONDAY, APRIL 26, 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. PRESENTATION

A. None

4. PUBLIC COMMENTS:

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

5. CONSENT AGENDA:

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

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held April 12, 2021

B. PURCHASING ITEMS:

1. Purchase request from Public Works / Wastewater Collections for the

purchase of lift station controllers and communications modules to Barney's Pumps, Inc. for an amount of \$95,785.00.

- 2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Task Order with Half Associates, Inc. (fka BESH, Inc) for professional services to prepare a wastewater master plan for an amount of \$110,500.00; and providing an effective date.**
- 3. Resolutions of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute three contract Amendments to extend agreements with Electrical Works, Prime Electric, and Lakeside Electrical.**
 - a. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a contract amendment amending an existing contract with Joe Ciceri Public Services, Inc., d/b/a Electrical Works; and providing an effective date.**
 - b. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a contract amendment amending an existing contract with Lakeside Electrical Services, LLC; and providing an effective date.**
 - c. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a contract amendment amending an existing contract with Prime Electric, LLC; and providing an effective date.**

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and Leesburg Senior Housing RE, LLC for the purpose of setting forth the terms under which the city will provide natural gas utility service to the Senior Housing development known as Stonegate; and providing an effective date.**
- 2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and A.A. Moukhtara Company, a/k/a A.A. Moukhtara, Inc., for the purpose of setting forth the terms under which the city will provide natural gas service to the development known as Tara Oaks, Phase 1A SW; and providing an effective date.**

3. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing and directing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and A.A. Moukhtara Company, a/k/a A.A. Moukhtara Inc, for the purpose setting forth the terms under which the city will provide natural gas service to the development known as Tara Oaks, Phase 1B NW; and providing an effective date.**
4. Resolution of the City Commission of the City of Leesburg, Florida, authorizing and directing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and Tara Village, Inc., for the purpose setting forth the terms under which the city will provide natural gas service to the Development known as Tara Oaks, Phase 1C SE; and providing an effective date.
5. **Resolution of the City Commission of the City of Leesburg, Florida amending the Fiscal Year 2020-21 Budget for the General, Capital Projects, Gas, Airport, Gas Tax and Fleet Services Funds for the Second Quarter.**
6. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Leesburg Police Department to apply for and, if awarded, accept a Florida Department of Transportation (FDOT) State Safety Office grant to fund an Aging Road User Program (CP-2020-00290); and providing an effective date.**
7. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Memorandum of Agreement to Reimburse U. S. Customs and Border Protection (CBP), for costs related to FY 2021 IT Refresh; and providing an effective date.**
8. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from CHS Management Corporation, a Virginia Corporation, for the purpose of granting the City an Easement over the property described therein; and providing an effective date.**
9. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Second Amendment to Amended and Restated Ground Lease between the City of Leesburg and Venetian Gardens Site Holdings, LLC; and providing an effective date.**
10. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement to Donate Property and a Quitclaim Deed between the City of Leesburg and the Community Development Corporation of Leesburg, Inc. (the "CDC"); 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, changing the zoning on approximately 20.63 +/- acres from C-3 (General Commercial) and R-2 (Medium Density Residential) to PUD (Planned Unit Development) to allow for mixed use development for a property generally located west of U.S. Highway 27 and north of County Road 25A, as legally described in Section 34, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Manuella Apts.)**
- 2. 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.**

B. FIRST READING OF ORDINANCES

- 1. None**

C. NON-ROUTINE ITEMS

- 1. None**

**7. INFORMATIONAL REPORTS:
The following reports are provided to the Commission in accordance with the Charter/Ordinances. No action required.**

A. Financial Reports as of February 2021

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, APRIL 12, 2021 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting Monday, April 12, 2021, at the Venetian Center. Mayor Christian called the meeting to order at 5:32 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

Mayor Christian gave the invocation followed by the Pledge of Allegiance to the Flag of the United States of America at the Greater Leesburg Community Redevelopment Agency meeting prior to this meeting.

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.**

Lake County Commissioner, Doug Shields thanked the Commission for allowing him the opportunity to come and introduce himself and the new Lake County Manager, Alan Rosen. He has not had the opportunity to attend a City of Leesburg's Commission meeting yet since he was just recently installed this past November. He has been learning a lot and is trying to meet as many people as possible. His seat

covers the west side of Leesburg and fellow Commissioner Smith covers the east side of Leesburg. He said if there is anything he can do to assist the City in the future, please just contact him. He then introduced the new Lake County Manager, Alan Rosen.

Alan Rosen, County Manager stated he has been in office for two months and may come to more meetings if he continues to get rounds of applause like he received here. He thanked the Commission for allowing him to speak this evening. He continued to say that it is an honor to be here and that he is really excited to be working with all the appointed officials throughout Lake County. He has personally known Mr. Minner for awhile now through other professional organizations and they are all here to serve our citizens; whether city or county. We can all work together to make the lives of all our citizens and businesses better. He appreciates the opportunity and hopes to be working closely with the city soon.

Mayor Christian pointed out that Leesburg has many great projects coming up and he is sure Lake County will be hearing from the city's administration. He is sure through their relationship that they will do wonders for Leesburg.

4. PUBLIC COMMENTS:

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Lay Brother, Steven Girard, Tangerine Court, stated that something wonderful is happening in the State of Florida (he provided copies to the Commission) and stated this is the new Personhood Florida statewide initiative. It is now out and he is encouraging everyone to Google Personhood Florida and get a copy. He reminded the Commission that his goal is to move Leesburg in the direction of a Life Peace Zone; which in actuality is just a Personhood Zone. He mentioned that he met with some Lake County League of City representatives at the Mount Dora Golf Course this past week and that the League of Cities is now starting to hear about this new wonderful possibility.

5. CONSENT AGENDA:

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Items pulled for discussion:

5.C.1 = Façade, Sign and Landscape and Home Improvement Grant Program;

5.C.2 = Creation of two new positions; a Permit Specialist I and a Plans Examiner III, within the Building Department; and

5.C.3 = Airport Coronavirus Relief Grant Program (ACRGP) Grant Agreement, with the FAA.

Commissioner Burry moved to adopt the Consent Agenda except for **5.C.1, 5.C.2, and 5.C.3**, and Commissioner Pederson 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 22, 2021**

B. PURCHASING ITEMS:

- 1. None**

C. RESOLUTIONS:

- 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.**

Resolution 10,831

- 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.**

Resolution 10,832

- 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).**

ADOPTED RESOLUTION 10,833

Commissioner Robuck 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 Robuck stated he has brought this up before, and the issue he has with Mt. Calvary Baptist being eligible. He feels that CRA grants should not be going to nonprofit organizations since it is non-valorem tax money that has generated this in the first place. The idea with this is to improve properties so that their value goes up and that in turn funds the CRA and nonprofit organizations do not fund the CRA. He cannot support a nonprofit business of any type receiving this type of funding. **Mayor Christian** asked for more clarification with the Jackson Hewitt Tax Service and if the City has a sign ordinance because this one says it is just a sign and the rest of them say they are monument signs. **CM Minner** answered that will be changed to a monument style sign, so it will become current with code standards. **Commissioner Connell** inquired if it is the property owners or the tenants who actually apply for these grants. **CM Minner** replied that it would be the tenant or whoever the bona fide business owner is. **Commissioner Pederson** asked who all on the list is nonprofit. **Commissioner Robuck** responded the only one is Mt. Calvary Baptist and they are asking for fifteen thousand dollars.

Commissioner Pederson stated he respects Commissioner Robuck's comments and he is also on the fence with that one because he does bring up a good point from a fiscal standpoint. **CM Minner** pointed out that he appreciates the Commissioners' concerns because they are valid, but the whole purpose of the grant is to get nonconforming signs to conform and to make the community look better, so whether that business is profit or nonprofit, tax contributing or nontax contributing, understand that the philosophy and the purpose of the program is to get all the signs in compliance so that the corridor and the community looks better. If you do not want to vote for the whole package he asked the commission please make a specific amendment to withdraw that one so all the others still pass. **Commissioner Connell** questioned since it is being given to the tenant and not the property owner, not that they would do this, but just for his own curiosity, what if the tenant were to leave could they take that sign with them.

CM Minner replied that the signs are affixed, but these days signs are built so that sign copies are pretty easily changed out; for example, if we had an Acme Printers and you do not own it and you put up a nice sign, you could take it down. **Commissioner Connell** inquired if the City had anything in place where if the tenant decided to leave they would not be able to take the sign. **CA Morrison** pointed out that it would all depend on the terms of the lease between the landlord and the tenant. Most leases say that any improvements installed by the tenants which cannot be readily removed by the tenant become part of the property, which in turn becomes part of the property and would go back to the landlord. They can remove the sign face to replace them with new ones, but the sign itself would stay with the owner.

Mayor Christian asked if we could put something in the agreement where it stipulates that the City wants to have the non-conforming signs become conforming; so if we have a business owner who owns a building on Main Street or the Boulevard, where the tenant says he is going to take this non-conforming sign and put in a conforming sign with taxpayers money, that tenant cannot take this five or ten thousand dollar Leesburg sign, paid for by the taxpayers, to another city. He would like to see something added in the agreements that state those signs stay with the property once they are approved.

CA Morrison stated we could do that, but it may in some limited circumstances, constitute an impairment of contract if the lease states the tenant can take things with them. **Mayor Christian** suggested maybe we just do not fund it at that point and make the tenant and landlord go back and change their lease if they want that ten to fifteen thousand dollar sign from the City. If he were the tenant

he would go back to his landlord and say this is improving the property and make whatever arrangement that they need to make, but he is having a hard time giving the tenant a ten to fifteen thousand dollar grant knowing they could take the sign to another City six months down the road. He would be more comfortable if something added in the agreement that states the sign stays fixated to the Leesburg property, if this is approved. **Commissioner Burry** questioned, going back to the nonprofits, how many nonprofit organizations have applied for these in the past. **Commissioner Robuck** answered since he has been on the Commission this is the second one. The first one was a military bar, but that one turned out where the applicant was a nonprofit bar, but the property was owner was for profit, and they were not filing for any exemptions; they were paying ad-valorem taxes so he ended up changing his mind on that one. This would be the first full-on nonprofit. **Commissioner Burry** inquired if this would be an exception to what the normal application process is. **CM Minner** answered yes. He continued to say that we have probably done about fifty sign changes and this would be the first nonprofit. If there is concern with the Commission, let this roll this evening and staff can go back and amend the grant program to where they have to be the property owner to qualify and bring this back. If they want the not for profit exclusion they can do that as well, but at the end of the day it is about getting everyone's sign looking nice and making the corridor attractive. **Planning Manager (PM) Dan Miller** stated that the current ordinance does require the property owner to sign off on the agreements even if it is a person leasing the property. The bottom-line is the property owner will have to sign off saying they can make that change to the property. **Commissioner Pederson** commented that with this being a corridor improvement he will support this, but moving forward he would like that fixed. He does not want to pull the rug out from underneath Mt. Calvary Baptist Church, but they are not technically on the corridor, they are on a backstreet and we are granting them a fifteen thousand dollar sign. **CM Minner** remarked that to use the word corridor more pejoratively, "the corridor" is "the community", "the business community", and whether you are located in the back on one of the corners of the CRA or on 441, the intent of the City is that we do not want you to have an ugly sign. **Mayor Christian** added he believes their sign is right on the boulevard, even though the church is off the road. Maybe to Commissioner Robuck's point, instead of eliminating all nonprofits, maybe set aside a cap for all nonprofits, where it is not a fifteen thousand dollar sign, but five to seven thousand dollars to assist them with a new sign.

The roll call vote was:

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

Four yeas, one nay, the Commission adopted the resolution.

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.**

ADOPTED RESOLUTION 10,834

Commissioner Pederson introduced the resolution 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 Connell asked with these two job descriptions; if approved tonight, will the position of the Plans Examiner III be filled by someone who actually meets the qualifications of that job description.

CM Minner replied yes. **Commissioner Pederson** brought up what he read in an email this afternoon from the City Manager and what he saw because it appears that we are low on the residential side; extremely low compared to the County and other municipalities. He wanted to know where we stand on the commercial side because he hears people grumbling about how expensive Leesburg is on the commercial side. He wonders if we brought the residential down to far and if we should look at both of them because the focus here was the residential and we are way below the market. **CM**

Minner answered he will get a commercial estimate because he does not have that answer tonight. His knee jerk reaction is that we are okay, but if we are high on the commercial then we can take a look at that. His suggestion would be if we are high on the commercial to bring that number down because as we saw on the Performa, and even as we are growing, the reason for the positions request is that we are getting back to old time growth, which is a good thing, and we need the changes to keep pace. If that growth pace still comes, even with the new expenditures, he does not think we will have the spend down of the two point two million that was projected in the packets from 2005. He thinks there is still room in there and will have staff look at that and report back. **Mayor Christian** wanted to clarify that we are adding two positions, a Permit Specialist I and Plans Examiner III. Are we moving people internally and giving them a bump up or are we bringing someone in from the open market. **CM Minner** replied that these positions will be advertised externally and will be hired based on their qualifications and the current job descriptions.

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.

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.**

ADOPTED RESOLUTION 10,835

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

Mayor Christian requested comments from the Commission and the audience.

Lucy Gangone, Library Director, stated that Kathy Encrpera applied for the term ending in 2021 and Carol Pasquale applied for the term ending in 2024, and both applicants are present.

Carolyn Pasquale stated she is a certified librarian and she has spent most of her working life in New York state. She has worked with people of all ages, young children, adults and adult learners. She is very happy to be in Leesburg. She has been visiting this area for about forty-five years and she has seen more changes than maybe a normal resident.

Kathleen Encrpera commented that she is a former school teacher from Virginia. She has been volunteering at the Leesburg Library for approximately seven to eight years. She has served on the board and has taught children of many ages. She also loves to read books.

Mayor Christian asked the Commission if they are okay with the recommendations presented from the Library Director. **Commissioner Burry** replied yes and thanked the ladies for coming tonight. **Mayor Christian** commended Ms. Gangone on how she finds such qualified people to volunteer for the Library. He thanked them all for their commitment and service to the City.

Commissioner Burry made motion to adopt the resolution as recommended by staff and Commissioner Pederson seconded the motion.

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 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, 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)**

ADOPTED ORDINANCE 21-15

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 Burry seconded the motion.

Mayor Christian requested comments from the Commission and the audience.

Mayor Christian questioned on the site plan, "Exhibit C", is there something scribbled there or is this not an exact site plan because it shows five buildings overlapping the road on Washington Street. **PM Miller** answered at this time it is strictly conceptually based on design only, but they are subject to make changes. If the Commission would like, he could go back to them and find out more information on that and if they made any changes. This is simply to take the zoning through; so it is still subject to changes.

Mayor Christian asked if there have been any discussions about closing Washington Street. **PM Miller** responded if that is what they are showing on the plan then that is what they are proposing and talking about. If the Commission would like to postpone this for more research, he would be happy to do that.

Mayor Christian inquired so when they go to zoning and they are proposing to construct a building on top of a city road, they do not have to do anything other than go through Planning and Zoning. **PM Miller** replied no, they would still have to go through the entire process for a road closure; vacating of the property, and that would have to come before the Commission and they are not prepared to do that yet. That all depends on if they intend to change this site plan or not and if they want to move forward with it. Then absolutely they would have to come back before the Commission and request the road to be vacated, but that is not a certainty.

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 ordinance.

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)**

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.

Jere Earlywine, Hopping Green & Sams, stated he is here on behalf of the petitioner and is ready to answer any questions the commission may have or could provide a presentation. **Commissioner Robuck** asked with the CDD he knows they are typically, but not exclusively, in retirement communities, and in the initial draft it was more of a mixed use from any age range and he wanted know if that was still the plan or if they were thinking about going with a more age restricted community. **Mr. Earlywine** replied there are over 700 community development districts in Florida; which span a wide

variety of types of communities, but this particular one has some commercial components to it as well as residential, so whether this one will be age restricted or not he is unsure. The PUD ordinance still stays exactly as the City approved it, but essentially it is a budgeting process to move the community forward with construction. **Mayor Christian** wanted to clarify that the PUD that was approved was not age restricted. **PM Miller** answered there was no age restriction on this PUD, so it could be age restricted if they chose, otherwise it would not be. There is also a very large commercial component on the northeast side of that property. **Mayor Christian** asked if that commercial property was near the northeast 468 side. **PM Miller** responded it was near 468 and Lewis Road. **Mayor Christian** then questioned if they were to change to an age restricted community what would that process be. **PM Miller** replied that the City does not regulate whether or not a community can be age restricted or not. Sometimes the applicants come in and say they want to be and staff just notes that in the zoning. To the best of his knowledge we do not have the authority to say they can or cannot be age restricted, but in this case it is not age restricted.

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.**

ADOPTED RESOLUTION 10,836

Mayor Christian introduced and read the ordinance by title only.

CM Minner stated this just needs a motion by the Commission. In the past former Commissioner Dennison sat on this board and a member of that board contacted the City and said we needed to appoint a new Commissioner. It appears a couple fingers are being pointed at Commissioner Burry who has the most medical experience. So, if we could a motion from Commissioner Pederson to nominate Commissioner Burry we could get this done.

Commissioner Pederson made a motion to appoint Commissioner Burry as the City's representative, and Commissioner Robuck seconded the motion.

Mayor Christian asked Commissioner Burry if he would accept that nomination for the board.

Commissioner Burry said he would be honored.

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.

7. INFORMATIONAL REPORTS:

The following reports are provided to the Commission in accordance with the

Charter/Ordinances. No action required.

A. None

8. CITY ATTORNEY ITEMS:

CA Morrison reported that he is following a number of code enforcement foreclosures; two are on residential properties, one of those is on Lucerne Circle and the other is in the Indian Oaks area. The third one is the old Holiday Inn hotel at Griffin Road and 441 and that lien is in the twenty thousand dollar plus range, so it is going to be fairly easy for them to redeem, but he is going to push to see what we can do.

9. CITY MANAGER ITEMS:

CM Minner mentioned that the Ski Beach restroom renovation project is moving forward. The trusses are scheduled to be delivered by April 16th and construction will follow, so you will see it get ripped apart and put back together. The finish date is plus or minus two weeks; approximately June 8th.

CM Minner stated another announcement, this one aimed at Commissioner Pederson, is that we need to encourage him to do what he can as he received an email from the TDC (Tourist Development Council) and he needs to verify that he received that email, and paperwork. He needs to get that paperwork submitted back to them. One of the members from the TDC resigned and there is a requirement that you have to be a representative of your body's TDC board to serve on that board and for Leesburg that is Commissioner Pederson. He was sought out by the Fruitland Park City Manager, who reached out to him a few weeks ago and asked if Commissioner Pederson would be interested in filling this position. He replied absolutely that he would happy to have Leesburg's interests served on that board. **Commissioner Pederson** replied thank you.

10. ROLL CALL:

Commissioner Connell wanted to follow up on a conversation from about a month ago where the city was given a piece of property in the Beverly Shores area and that by accepting the property we were to build a pavilion/gazebo and install a plaque. He wanted to know where we stand on that project. **CM Minner** answered we are about six to eight weeks out. When we did the Lake Loraine rehabilitation project, where we dredged out the lake, we had to use a piece of property for all the staging. The owners granted the city that property in exchange for putting up a gazebo up in honor of his mother, but first we had to use the property to complete that project. It has been about six months now, we had a little procurement issue, the error was on our part over building the gazebo. We did some mock examinations and we were building the gazebo to look like a pyramid from the ancient Egyptian times. The initial bids came back around eighty grand, so after more evaluations and consultations with the Building Official, staff decided to build it internally and have cut the cost down to about twenty-five grand. We do have some muck issues, but we will get it right and we will make sure it stays good. We have been in touch with the property owners. We put thirty-five thousand dollars into the budget and are currently under that and if we have a remainder, we would like to put a little fishing pier out into that lake.

Commissioner Robuck laughingly pointed out that with the price of lumber going up, twenty-five

thousand dollars might only get you the pier. He went on to say that now with everyone being able to get vaccines, maybe they could look at returning to City Hall sometime in near future for meetings. **CM Minner** said we can go back to City Hall pretty much anytime the Commission decides; just let him know when they are ready. The Commission Chambers are not set up to keep us spread out at the six feet distant requirement. He has had individual conversations with people (but not anyone from this board), and they felt it was not the right time to spend the additional funds on making the chamber meet that six foot requirement. The general consensus was that we will get back when we can; the timeframe could be somewhere between May and August. The elevator is another factor to keep in mind, the elevator since we left has hit the skids. It was an item that we have not fixed, we kept kicking that can down the road and when we did the bathroom construction project that finished it off with the weight of the stuff going up and down in the elevator. The elevator is in construction mode and we are looking at that being under construction for a few months, but certainly by August the coast should be clear on that. **Commissioner Robuck** remarked moving forward that when we have big PUDs before the Commission, having the meetings here is nice because City Hall can get way over crowded with people.

Commissioner Burry stated he is good with going back to City Hall when we all feel it is safe enough and that is going to require a lot more vaccinations than what is currently going on. He is comfortable having the meetings here. He does not think it is the right time to be going back.

Commissioner Pederson had nothing.

Mayor Christian stated we have the groundbreaking Friday at 11:00 a.m. for the Teen Center and he hopes everyone can come out and get excited for another project. He believes City staff is doing a great job. The pool construction is moving forward and he prays the rain holds off so they can finish that before the lumber prices continue to go up; but the construction looks good. It is going to be a great addition to the City and there are many great things happening here. He was talking to a young man today who owns a nursery and he was asking about Leesburg's progress and he told him when you drive down 44 near Silver Lake you see construction, near Sunnyside you see construction, down 27 you see construction, Leesburg is poised to grow and as we hear tonight with Tara Oaks, we continue to grow our City responsibly. If we invite the right type of industry, Leesburg will be well set for the future. He wanted the Commission to continue to be positive and to encourage good development. He encouraged everyone to support our local businesses and if you get the chance go downtown and visit some of the local businesses.

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 6:16 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: April 26, 2021

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

Subject: Purchase request from Public Works / Wastewater Collections for the purchase of lift station controllers and communications modules to Barney's Pumps, Inc. for an amount of \$95,785.00.

Staff Recommendation:

Staff recommends approval of the Public Works purchase request to Barney's Pumps, Inc. for fifteen (15) Scitext controllers for an amount of \$95,785.00.

Analysis:

The City's wastewater collections division of Public Works is 3 years into a multi-year project to replace all lift station controllers with new technology. There have already been 98 controllers replaced with 70 remaining. This purchase is for 15 controllers to be installed at various lift stations. there will then be 55 remaining. The controllers are located at each lift station. The controller monitors the performance of the lift station and reports back operation data to the Supervisory Control and Data Acquisition (SCADA) system. The operators can also send commands to the controllers to activate different functions within the lift station. The controllers being replaced are outdated, unsupported and cannot be repaired.

Procurement Analysis:

Purchasing has deemed this a sole source purchase, as Barney's Pumps, Inc. is the exclusive designer and sole source provider of the Sci-Text product line. This specific manufacturer of the equipment is necessary in order to be compatible with the City's lift station control and SCADA systems. The Wastewater Division already has 98 of the new Scitext controllers deployed.

Options:

1. Approve the purchase request by Public Works to Barney's Pumps, Inc. for an amount of \$95,785; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The current budget included funding for this purchase.

Account No. 044-4082-535.51-81

Project No.	447020
WF No.	N/A
Req. No.	53312
Budget	\$120,000.00
Available	\$107,738.58

Submission Date and Time: 4/21/2021 3:41:55 PM

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.2.

Meeting Date: April 26, 2021

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

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Task Order with Halff Associates, Inc. (fka BESH, Inc) for professional services to prepare a wastewater master plan for an amount of \$110,500.00; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution authorizing execution of the Task Order with Halff Associates, Inc. (f/k/a BESH, Inc.) to prepare a wastewater master plan for an amount of \$110,500.00.

Analysis:

The purpose of this Task Order is to have the professionals prepare a wastewater system master plan and collection and transmission system condition assessment for the City. This plan is necessary for the City to properly plan future wastewater collection and transmission projects. This plan is necessary to properly plan the projects, to consider in process and future development, and plan with developers on future projects.

Procurement Analysis:

The City has a Professional Services Agreement on a Continuing Basis approved by the City Commission. This Task Order is executed under that master agreement in accordance with Florida Statute 287.055 - Consultants Competitive Negotiation Act (CCNA) as it relates to 'continuing contracts'.

Options:

1. Approve the resolution authorizing execution of the Task Order with Halff Associates, Inc. for an amount of \$110,500.00; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

A budget adjustment has been made to move available funds from the wastewater reserve account

Account No. 044-4081-535.31-30

Project No.	447011
WF No.	NA
Requisition	53296
Budget	\$110,500.00
Available	\$110,500.00

Submission Date and Time: 4/21/2021 3:44:15 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A TASK ORDER WITH HALFF ASSOCIATES, INC. (FKA BESH, INC) FOR PROFESSIONAL SERVICES TO PREPARE A WASTEWATER MASTER PLAN FOR AN AMOUNT OF \$110,500.00; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute a Task Order with Halff Associates, Inc. (f/k/a BESH, Inc.) whose address is 902 Sinclair Avenue, for professional services related to preparation of a wastewater master plan and condition assessment.

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 26th day of April 2021.

Mayor

ATTEST:

City Clerk

**TASK ORDER
TO AGREEMENT FOR PROFESSIONAL SERVICES
ON A CONTINUING BASIS**

THIS TASK ORDER is made as of the 12th day of April in the year 2021, between **THE CITY OF LEESBURG, FLORIDA**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 0630 (“CITY”), and **HALFF ASSOCIATES, INC. (f/k/a BESH, Inc.)** whose address is 902 Sinclair Avenue, Tavares, Florida 32778 (“PROFESSIONAL”).

WITNESSTH:

WHEREAS, on June 11, 2018 pursuant to resolution 10209 the CITY and PROFESSIONAL entered into an Agreement for professional engineering services on a continuing basis (hereinafter referred to as the “Master Agreement”). The Master Agreement is referenced herein as though set forth in full text.

WHEREAS, on February 22, 2021 pursuant to resolution 10806 the CITY and PROFESSIONAL entered into an Amendment One extending the term of the Master Agreement.

WHEREAS, the CITY and the PROFESSIONAL desire to enter into a Written Task Order (hereinafter referred to as “Task Order”) for professional engineering and design services for the below described Scope of Services and referenced project.

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

1. RECITALS

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

2. SCOPE OF SERVICES

The Parties agree to the Scope of Services and Fee pursuant to the terms and conditions set forth in the PROFESSIONAL’s proposal included as EXHIBIT ‘A’. The Services are generally described as:

**“WASTEWATER SYSTEM MASTER PLAN & WASTEWATER
COLLECTION AND TRANSMISSION SYSTEM CONDITION
ASSESSMENT”**

All work is specifically described in the PROFESSIONALS proposal included as EXHIBIT ‘A’.

3. COMPENSATION

The PROFESSIONAL shall perform the Services for total compensation not to exceed **\$110,500.00**. The cost of these services shall not exceed this amount unless the CITY has executed

a written amendment to this Task Order approving additional Services and additional compensation.

4. COUNTERPARTS

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

[Signature page follows.]

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

BESH HALFF

By: _____

Its: _____
(Title)

THE CITY OF LEESBURG, FLORIDA

By: _____
John Christian, Mayor

Attest:

J. Andi Purvis, City Clerk

Approved as to Form:

Fred A. Morrison, City Attorney



EXHIBIT 'A'

Via Email @ cliff.kelsey@leesburgflorida.gov

March 26, 2021

Cliff Kelsey, Public Works Director
City of Leesburg
550 South 14th Street
Leesburg, Florida 34748

RE: CITY OF LEESBURG – WASTEWATER SYSTEM MASTER PLAN & WASTEWATER COLLECTION AND TRANSMISSION SYSTEM CONDITION ASSESSMENT

Scope of Services – BESH Halff, Inc. is pleased to submit for your approval the following engineering proposal for providing wastewater system master planning services, and collection and transmission system condition assessment for the City of Leesburg, as outlined below:

BESH HALFF will perform the following tasks under this contract.

TASK 001 WASTEWATER SYSTEM MASTER PLAN

BESH Halff will produce a Wastewater System Master Plan to be utilized by the City in planning for expansion of the existing collection, transmission and treatment systems, identifying estimated locations and costs for capital expansion components. The results of the Master Plan will be available for the City to utilize in updating wastewater impact fees, as well as scheduling major wastewater system improvements. The results of the Master Plan will also give the City a tool for negotiations with potential developers of land within the City's service area, as relates to capital improvements and associated impact fee credits for developer installed infrastructure. This analysis shall generally include the following information:

1. Review of the City's Chapter 180 Utility Service Area with the Public Services Department and City Planner for the purposes of determining the ultimate potential wastewater population to be served within the 20-year planning future. Review of existing City operating records will be utilized to determine wastewater production rates within the existing service area. The population projections and usage rates will be utilized to forecast future wastewater generation.

Note: City Planner will provide BESH Halff with the 20-year population projections necessary to complete the report. It is anticipated that the population projections found in the City's Consumptive Use Permit will satisfy this need. Other information to be provided by the City includes Future Land Use Maps, previous Capacity Analysis Reports for both WWTP's, and any other studies or reports related to the City's wastewater infrastructure.

2. Evaluation of the existing infrastructure and determination and analysis of the proposed Capital infrastructure required for the collection, transmission and treatment of wastewater from throughout the service area, as necessary to serve the 20-year projected demands. This task would include an analysis of the City's existing wastewater treatment plants and making recommendations for future expansions, as well as providing implementation schedules and cost estimates for the expansions.
3. BESH Halff will work with the City to prepare a new Capital Wastewater Line Map, showing the location and size of all existing, as well as anticipated, future capital force mains and lift stations anticipated for serving the City's service area.

Deliverables include:

- Wastewater System Master Plan Report, including:
 - Capacity Analysis Report
 - Population Projections (prepared in partnership with the City's Planning Department)
 - Planned System Improvements
 - Proposed System Improvements
 - Preliminary Cost Estimates for Improvements

FEE: \$96,700.00

TASK 002 WASTEWATER COLLECTION AND TRANSMISSION SYSTEM CONDITIONAL ASSESSMENT

BESH Halff will coordinate with the City to conduct a condition assessment of the City's collection and transmission system. BESH Halff will work with the City staff to gather and review existing information and data for major components of the system, such as gravity sewer video logs, smoke testing results, etc. BESH Halff will also conduct interviews with staff to obtain information on historical maintenance efforts, criticality of various sections of the system, and information on the condition of the system. City staff should be available to accompany BESH Halff during the site visits, as needed. The City shall provide field testing data that includes, but is not limited to, smoke testing, lamping and video, lift station pump curves, SCADA pump run time data, station pressure information, and sewer Cad model results of the system. It is anticipated that this task will be the first step in providing a final assessment and ranking of system improvement needs.

FEE: \$6,300.00

(Hourly, estimated fee based upon 50 hours)



EXHIBIT 'A'

TASK 003 PROJECT ADMINISTRATION

BESH Halff will provide administrative services necessary to coordinate all aspects of the project.

FEE: \$5,000.00

TASK 999 REIMBURSABLES

Costs for reimbursables, including printing, copying, blueprints, binding, mileage, etc., shall be billed at the rates shown in the attached Rate Schedule, or at cost.

FEE: \$2,500.00



EXHIBIT 'A'

SUMMARY FEE SCHEDULE

TASK 001	\$ 96,700.00
TASK 002	\$ 6,300.00
TASK 003	\$ 5,000.00
TASK 999	\$ 2,500.00
TOTAL	\$ 110,500.00

THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING ITEMS:

1. Engineering Design
2. Land Surveying
3. Hydraulic Modeling
4. Rate Studies
5. Reimbursables to be billed based upon direct expense incurred by BESH Halff for blueprints, copies, mylars, reproductions, postage, etc.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.3.

Meeting Date: April 26, 2021

From: Mike Thornton, (Purchasing Manager)

Subject: Resolutions of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute three contract Amendments to extend agreements with Electrical Works, Prime Electric, and Lakeside Electrical.

Staff Recommendation:

Staff recommends approval of the resolutions authorizing the renewal/extension of the time & material contracts with Electrical Works, Lakeside Electrical, and Prime Electric.

Analysis:

The purpose of this item is to renew/extend existing contracts the City has with three (3) Leesburg companies to provide electrical services to City departments on an as needed basis. City departments have the need for electrical services for City facilities. These contracts allow departments to call one of the contractors and obtain the services on a time & materials basis. Without these contracts the department would have to obtain multiple quotes for any electrical work. Use of these contracts provides an efficient method for departments to obtain the necessary services.

Procurement Analysis:

The original contracts were awarded as a result of a competitive solicitation 190202. The contract awards were approved by City Commission approval. The original contracts allow for the extension or renewal of the original Agreements.

Options:

1. Approve the resolutions authorizing execution of the contract amendments with the three companies.;
or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Approval of the resolutions authorizing execution of the Amendments does not carry a fiscal impact.

When services are ordered under any of the contracts is when the expenditure will be approved from the respective department budget.

Account No. Various

Submission Date and Time: 4/21/2021 3:45:12 PM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
CONTRACT AMENDMENT AMENDING AN EXISTING CONTRACT WITH
JOE CICERI PUBLIC SERVICES, INC., D/B/A ELECTRICAL WORKS; AND
PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an Amendment to an existing Time & Materials Agreement with Joe Ciceri Public Services, Inc. d/b/a Electrical Works whose address is 8010 US Highway 441, Leesburg, Florida 34788 for electrical services on a time and materials basis pursuant to Invitation for Bid 190202.

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 26th day of April 2021.

Mayor

ATTEST:

City Clerk

**AMENDMENT ONE
TO AN ELECTRICAL SERVICES AGREEMENT
ON A TIME & MATERIAL BASIS**

THIS AGREEMENT is made as of the 12th day of APRIL 2021, between **THE CITY OF LEESBURG, FLORIDA** a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”), and **JOE CICERI PUBLIC SERVICE, INC. d/b/a ELECTRICAL WORKS** whose address is 8010 US HWY 441, Leesburg, Florida 34788 (hereinafter referred to as the “CONTRACTOR”).

WITNESSETH:

THAT, on March 11, 2019, the CITY and CONTRACTOR entered into a Time & Materials Agreement whereby the CONTRACTOR agreed to provide Electrical/Electrician Services to the CITY (hereinafter referred to as the “Agreement”).

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

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

1. RECITALS

The above recitals are true and correct and are incorporated by reference herein and made a part hereof.

2. AMENDMENT

- a. **Renewal Term.** The parties agree to extend the term of the agreement an additional two (2) years through March 11, 2023.
- b. **Hourly Labor Rates.** Hourly labor rates have been increased. The new billable hourly rates are reflected in Table 1 and replace the rates included in the original Agreement as Attachment ‘B’.
- c. **Employment Eligibility.** The CONTRACTOR is obligated to comply with the provisions of Section 448.095, Fla. Stat., “Employment Eligibility.” This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination

under this provision must be filed in the Circuit Court no later than TWENTY (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the CONTRACTOR may not be awarded a public contract for a period of ONE (1) year after the date of termination.

3. MODIFICATION

Except as specifically modified by this Amendment, all terms and conditions of the prior agreement shall continue in full force and effect as originally executed. Nothing herein shall be deemed or construed to amend or modify any other contract or undertaking between the CITY and CONTRACTOR other than as defined above.

4. COUNTERPARTS

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

Table 1 – Effective Billable Rates

BILLABLE RATES				
ITEM	CLASSIFICATION	UNIT	REGULAR TIME RATE	OVERTIME RATE
1	Master Electrician	Hour	\$95.00	\$137.50
2	Journeyman Electrician	Hour	\$75.00	\$107.50
3	Apprentice Electrician	Hour	\$55.00	\$77.50
4	Helper/Laborer	Hour	\$45.00	\$62.50
5	Equipment Operator	Hour	\$75.00	\$107.50
ITEM	COST ITEM	UNIT	COST OR PERCENT	
A1	Emergency Call Out Charge	Lump Sum	\$250.00	
A2	Material Markup	%	25%	
A3	Rental Equipment Markup	%	25%	

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement for professional services.

**“JOE CICERI PUBLIC SERVICE
d/b/a ELECTRICAL WORKS”**

By: _____

Its: _____
(Title)

CITY OF LEESBURG, FLORIDA

John Christian, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

Fred A. Morrison, City Attorney

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
CONTRACT AMENDMENT AMENDING AN EXISTING CONTRACT WITH
LAKESIDE ELECTRICAL SERVICES, LLC; AND PROVIDING AN
EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an Amendment to an existing Time & Materials Agreement with Lakeside Electrical Services, LLC whose address is 2204 West Griffin Road, Leesburg, Florida 34748 for electrical services on a time and materials basis pursuant to Invitation for Bid 190202.

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 26th day of April 2021.

Mayor

ATTEST:

City Clerk

**AMENDMENT ONE
TO AN ELECTRICAL SERVICES AGREEMENT
ON A TIME & MATERIAL BASIS**

THIS AGREEMENT is made as of the 26th day of APRIL 2021, between **THE CITY OF LEESBURG, FLORIDA** a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”), and **LAKESIDE ELECTRICAL SERVICES, LLC** whose address is 2204 West Griffin Road, Leesburg, Florida 34748 (hereinafter referred to as the “CONTRACTOR”).

WITNESSETH:

THAT, on March 11, 2019, the CITY and CONTRACTOR entered into a Time & Materials Agreement whereby the CONTRACTOR agreed to provide Electrical/Electrician Services to the CITY (hereinafter referred to as the “Agreement”).

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

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

1. RECITALS

The above recitals are true and correct and are incorporated by reference herein and made a part hereof.

2. AMENDMENT

- a. **Renewal Term.** The parties agree to extend the term of the agreement an additional two (2) years through March 11, 2023.
- b. **Employment Eligibility.** The CONTRACTOR is obligated to comply with the provisions of Section 448.095, Fla. Stat., “Employment Eligibility.” This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than TWENTY (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the CONTRACTOR may not be awarded a public contract for a period of ONE (1) year after the date of termination.

3. MODIFICATION

Except as specifically modified by this Amendment, all terms and conditions of the prior agreement shall continue in full force and effect as originally executed. Nothing herein shall be deemed or construed to amend or modify any other contract or undertaking between the CITY and CONTRACTOR other than as defined above.

4. COUNTERPARTS

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

Table 1 – Effective Billable Rates

BILLABLE RATES				
ITEM	CLASSIFICATION	UNIT	REGULAR TIME RATE	OVERTIME RATE
1	Master Electrician	Hour	\$53.50	\$96.50
2	Journeyman Electrician	Hour	\$42.50	\$74.50
3	Apprentice Electrician	Hour	\$38.50	\$58.50
4	Helper/Laborer	Hour	\$24.50	\$37.00
ITEM	COST ITEM	UNIT	COST OR PERCENT	
A1	Emergency Call Out Charge	Lump Sum	\$250.00	
A2	Material Markup	%	15%	
A3	Rental Equipment Markup	%	15%	

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement for professional services.

“LAKESIDE ELECTRICAL SERVICES, LLC”

By: _____

Its: _____
(Title)

CITY OF LEESBURG, FLORIDA

John Christian, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

Fred A. Morrison, City Attorney

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
CONTRACT AMENDMENT AMENDING AN EXISTING CONTRACT WITH
PRIME ELECTRIC, LLC; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an Amendment to an existing Time & Materials Agreement with Prime Electric, Inc. whose address is 1229 West Main Street, Leesburg, Florida 34748 for electrical services on a time and materials basis pursuant to Invitation for Bid 190202.

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 26th day of April 2021.

Mayor

ATTEST:

City Clerk

**AMENDMENT ONE
TO AN ELECTRICAL SERVICES AGREEMENT
ON A TIME & MATERIAL BASIS**

THIS AGREEMENT is made as of the 26th day of APRIL 2021, between **THE CITY OF LEESBURG, FLORIDA** a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”), and **PRIME ELECTRIC, LLC** whose address is 1229 West Main Street, Leesburg, Florida 34748 (hereinafter referred to as the “CONTRACTOR”).

WITNESSETH:

THAT, on March 11, 2019, the CITY and CONTRACTOR entered into a Time & Materials Agreement whereby the CONTRACTOR agreed to provide Electrical/Electrician Services to the CITY (hereinafter referred to as the “Agreement”).

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

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

1. RECITALS

The above recitals are true and correct and are incorporated by reference herein and made a part hereof.

2. AMENDMENT

- a. **Renewal Term.** The parties agree to extend the term of the agreement an additional two (2) years through March 11, 2023.
- b. **Hourly Labor Rates.** Hourly labor rates have been increased. The new billable hourly rates are reflected in Table 1 and replace the rates included in the original Agreement as Attachment ‘B’.
- c. **Employment Eligibility.** The CONTRACTOR is obligated to comply with the provisions of Section 448.095, Fla. Stat., “Employment Eligibility.” This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than TWENTY (20) calendar days after the date of termination. If this contract is

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

3. MODIFICATION

Except as specifically modified by this Amendment, all terms and conditions of the prior agreement shall continue in full force and effect as originally executed. Nothing herein shall be deemed or construed to amend or modify any other contract or undertaking between the CITY and CONTRACTOR other than as defined above.

4. COUNTERPARTS

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

Table 1 – Effective Billable Rates

BILLABLE RATES				
ITEM	CLASSIFICATION	UNIT	REGULAR TIME RATE	OVERTIME RATE
1	Master Electrician	Hour	\$75.00	\$95.00
2	Journeyman Electrician	Hour	\$55.00	\$75.00
3	Apprentice Electrician	Hour	\$45.00	\$65.00
4	Helper/Laborer	Hour	\$35.00	\$55.00
ITEM	COST ITEM	UNIT	COST OR PERCENT	
A1	Emergency Call Out Charge	Lump Sum	\$0.00	
A2	Material Markup	%	10%	
A3	Rental Equipment Markup	%	10%	

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement for professional services.

“PRIME ELECTRIC, LLC”

By: _____

Its: _____
(Title)

CITY OF LEESBURG, FLORIDA

John Christian, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

Fred A. Morrison, City Attorney

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: April 26, 2021

From: Jack Rogers, (Gas Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and Leesburg Senior Housing RE, LLC for the purpose of setting forth the terms under which the city will provide natural gas utility service to the Senior Housing development known as Stonegate; and providing an effective date.

Staff Recommendation:

Staff recommends approval of a Gas Service Agreement with Leesburg Senior Housing RE, LLC.

Analysis:

Leesburg Senior Housing RE, LLC. is constructing an assisted living facility known as Stonegate of Leesburg. Section 22-7 of the Leesburg Code of Ordinances requires the developer to utilize natural gas at the facility. The estimated cost for gas infrastructure is \$8,870.48 and will be fully funded by the developer.

Procurement Analysis:

N/A

Options:

1. Approve the Resolution with Leesburg Senior Housing RE, LLC; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The developer will place \$8,870.48 in an escrow account for the purpose of construction of infrastructure. A future budget adjustment will be made.

Account No. 042-0000-223-3100
Work Order WF1343737

Submission Date and Time: 4/21/2021 3:50:45 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A GAS SERVICE AGREEMENT BETWEEN THE CITY OF LEESBURG AND LEESBURG SENIOR HOUSING RE, LLC FOR THE PURPOSE OF SETTING FORTH THE TERMS UNDER WHICH THE CITY WILL PROVIDE NATURAL GAS UTILITY SERVICE TO THE SENIOR HOUSING DEVELOPMENT KNOWN AS STONEGATE; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized and directed to execute a Gas Service Agreement between the City of Leesburg and Leesburg Senior Housing RE LLC, for the purpose of setting forth the terms under which the City will provide natural gas utility service to the senior housing development known as Stonegate.

THIS RESOLUTION shall take effect upon its passage and adoption according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 26th day of April 2021.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2021 by and between the City of Leesburg, Florida, a municipal corporation organized under the laws of the State of Florida, located at 501 W. Meadow Street, Leesburg, Florida, 34748, (hereinafter referred to as “City”), and Leesburg Senior Housing RE LLC 862 Bentley Green Cir, Winter Springs FL. 32708 (hereinafter jointly referred to as “Owner”), sometimes collectively referred to as “Party” or “Parties”.

WITNESSETH:

WHEREAS, Owner is developing a Assisted Living Facility located in Leesburg, Florida, known as Stonegate of Leesburg (hereafter referred to as the “Development”), in accordance with the master plan for the Development on file with the City;

WHEREAS, Section 22-7 of the Code of Ordinances of the City of Leesburg, Florida, requires that Owner utilize natural gas within the Development; and

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

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

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

2. All units will utilize natural gas water heating and all common areas within the development will be heated using natural gas furnaces.

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

4. The Owner is obligated to pay the full cost of the infrastructure required to serve the Development and the cost of the services, meters, appurtenances and installation, which will be performed by the City. The Owner's estimated costs of the infrastructure to be funded by Owner as set forth below, is eight thousand eight hundred and seventy dollars and forty eight cents . (\$8,870.48). Prior to construction, Owner shall place in escrow with the City, funds equal to that estimate to be used to pay for the construction as it proceeds. Notwithstanding inclusion of this estimate herein, Owner shall be obligated to pay the full cost of the infrastructure required to serve the Development.

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

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

7. The City shall both own and maintain the natural gas system, up to and including the natural gas meter, within the Development. The natural gas system from the outlet of the gas meter to the appliance utilizing the natural gas shall be maintained by the Owner or homeowner.

8. The Owner shall grant to the City all easements needed to install the natural gas pipelines within the Development, including minimum five foot (5') side lot easements, and shall dedicate those easements to the perpetual use of the City and its successors in interest for the purpose of laying, maintaining, repairing and replacing the natural gas pipelines. In addition, the Owner shall provide a location and easement, agreed to by the City for the purpose of installation of any necessary regulator stations and all associated equipment.

9. The Owner shall locate natural gas service meters on the side of each building in a manner to allow for two buildings to be serviced by one service line wherever possible. The City may require that these services be located on the same side of the building as the electric or water service.

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

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

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

13. The Parties understand and agree that this Agreement sets forth the entire understanding between the parties and supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have

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

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

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

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

THE CITY OF LEESBURG, FLORIDA

BY: _____
JOHN CHRISTIAN, Mayor

ATTEST: _____
ANDI PURVIS, City Clerk

APPROVED AS TO FORM AND CONTENT:

CITY ATTORNEY

LEESBURG SENIOR HOUSING RE LLC

BY: _____
James B Grocock, Manager

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: April 26, 2021

From: Jack Rogers, (Gas Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and A.A. Moukhtara Company, a/k/a A.A. Moukhtara, Inc., for the purpose of setting forth the terms under which the city will provide natural gas service to the development known as Tara Oaks, Phase 1A SW; and providing an effective date.

Staff Recommendation:

Staff recommends approval of a Gas Service Agreement with Moukhtara Company, a/k/a A.A. Moukhtara, Inc. to install natural gas service to Phase 1A SW of Tara Oaks subdivision.

Analysis:

Moukhtara Company a/k/a A.A. Moukhtara, Inc. is developing Phase 1A SW of Tara Oaks subdivision off of CR 468. Section 22-7 of the Leesburg Code of Ordinances requires the owner to utilize natural gas within the development. The estimated cost of infrastructure is \$114,221.69.

Procurement Analysis:

N/A

Options:

1. Approve a Gas Service Agreement with Moukhtara Company a/k/a A.A. Moukhtara, Inc. for Phase 1A SW of Tara Oaks subdivision.; or
2. Such alternative action that the commission deems appropriate.

Fiscal Impact:

The developer will place \$114,221.69 in an escrow account for the purpose of construction of infrastructure. A future budget adjustment will be made.

Account No. 042-0000-223-3100

Work Order No. WF1336121

Submission Date and Time: 4/21/2021 3:52:02 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A GAS SERVICE AGREEMENT BETWEEN THE CITY OF LEESBURG AND A.A. MOUKHTARA COMPANY, A/K/A A.A. MOUKHTARA, INC., FOR THE PURPOSE OF SETTING FORTH THE TERMS UNDER WHICH THE CITY WILL PROVIDE NATURAL GAS SERVICE TO THE DEVELOPMENT KNOWN AS TARA OAKS, PHASE 1A SW; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized and directed to execute a Gas Service Agreement between the City of Leesburg and A.A. Moukhtara Company, a/k/a A.A. Moukhtara Inc., for the purpose of setting forth the terms under which the City will provide natural gas service to the development known as Tara Oaks, Phase 1A SW.

THIS RESOLUTION shall take effect upon its passage and adoption according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 26th day of April 2021.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2021 by and between the City of Leesburg, Florida, a municipal corporation organized under the laws of the State of Florida, located at 501 W. Meadow Street, Leesburg, Florida, 34748, (hereinafter referred to as “City”), and A.A. Moukhtara Company a/k/a A.A. Moukhtara Inc. located at 7717 NW 20th Lane Gainesville, FL 32605 (hereinafter jointly referred to as “Owner”), sometimes collectively referred to as “Party” or “Parties”.

WITNESSETH:

WHEREAS, Owner is developing a subdivision located in Leesburg, Florida, known as Tara Oaks, Phase 1A SW (hereafter referred to as the “Development”), in accordance with the master plan for the Development on file with the City; and

WHEREAS, Section 22-7 of the Code of Ordinances of the City of Leesburg, Florida, requires that Owner utilize natural gas within the Development; and

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

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

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

2. Owner shall ensure that not less than eighty percent (80%) of the planned one hundred nineteen (119) units within the Development are equipped with:

A. A natural gas water heater; and

B. A natural gas furnace or Hydro-heat.

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

4. The Owner is obligated to pay the full cost of the infrastructure required to serve the Development and the cost of the services, meters, appurtenances and installation, which will be performed by the City. The Owner's estimated costs of the infrastructure to be funded by Owner as set forth below, is one hundred fourteen thousand two hundred twenty one dollars and sixty nine cents. (\$114,221.69). Prior to construction, Owner shall place in escrow with the City, funds equal to that estimate to be used to pay for the construction as it proceeds. Notwithstanding inclusion of this estimate herein, Owner shall be obligated to pay the full cost of the infrastructure required to serve the Development.

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

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

7. The City shall both own and maintain the natural gas system, up to and including the natural gas meter, within the Development. The natural gas system from the outlet of the gas meter to the appliance utilizing the natural gas shall be maintained by the Owner or homeowner.

8. The Owner shall grant to the City all easements needed to install the natural gas pipelines within the Development, including minimum five foot (5') side lot easements, and shall dedicate those easements to the perpetual use of the City and its successors in interest for the purpose of laying, maintaining, repairing and replacing the natural gas pipelines. In addition, the Owner shall provide a location and easement, agreed to by the City for the purpose of installation of any necessary regulator stations and all associated equipment.

9. The Owner shall locate natural gas service meters on the side of each building in a manner to allow for two buildings to be serviced by one service line wherever possible. The City may require that these services be located on the same side of the building as the electric or water service.

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

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

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

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

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

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

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

CITY OF LEESBURG

BY: _____
Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

BY: _____
Michel P. Moukhtara, President

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: April 26, 2021

From: Jack Rogers, (Gas Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing and directing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and A.A. Moukhtara Company, a/k/a A.A. Moukhtara Inc, for the purpose setting forth the terms under which the city will provide natural gas service to the development known as Tara Oaks, Phase 1B NW; and providing an effective date.

Staff Recommendation:

Staff recommends approval of a Gas Service Agreement with Moukhtara Company, a/k/a A.A. Moukhtara, Inc.

Analysis:

Moukhtara Company, a/k/a A.A. Moukhtara, Inc. is developing Phase 1B NW of Tara Oaks subdivision off of CR 468. Section 22-7 of the Leesburg Code of Ordinances requires the owner to utilize natural gas within the development. The estimated cost of infrastructure is \$130,988.19 and will be fully funded by the owner.

Procurement Analysis:

N/A

Options:

1. Approve a Gas Service Agreement with Moukhtara Company a/k/a A.A. Moukhtara, Inc for Phase 1B NW of Tara Oaks subdivision; or
2. Such alternative actions that the commission deems appropriate.

Fiscal Impact:

The developer will place \$130,988.19 in an escrow account for the purpose of construction of infrastructure. A future budget adjustment will be made.

Account No. 042-0000-223-3100
Work Order No. WF1343744

Submission Date and Time: 4/21/2021 4:01:28 PM

RESOLUTION _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA
AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A GAS SERVICE
AGREEMENT BETWEEN THE CITY OF LEESBURG AND A.A. MOUKHTARA
COMPANY, A/K/A A.A. MOUKHTARA, INC., FOR THE PURPOSE OF SETTING
FORTH THE TERMS UNDER WHICH THE CITY WILL PROVIDE NATURAL GAS
SERVICE TO THE DEVELOPMENT KNOWN AS TARA OAKS, PHASE 1B NW; AND
PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized and directed to execute a Gas Service Agreement between the City of Leesburg and A.A. Moukhtara Company, a/k/a A.A. Moukhtara Inc., for the purpose of setting forth the terms under which the City will provide natural gas service to the development known as Tara Oaks, Phase 1B NW.

THIS RESOLUTION shall take effect upon its passage and adoption according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 26th day of April 2021.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2021 by and between the City of Leesburg, Florida, a municipal corporation organized under the laws of the State of Florida, located at 501 W. Meadow Street, Leesburg, Florida, 34748, (hereinafter referred to as “City”), and A.A. Moukhtara Company a/k/a A.A. Moukhtara, Inc. located at 7717 NW 20th Lane Gainesville, FL 32605 (hereinafter jointly referred to as “Owner”), sometimes collectively referred to as “Party” or “Parties”.

WITNESSETH:

WHEREAS, Owner is developing a subdivision located in Leesburg, Florida, known as Tara Oaks, Phase 1B NW (hereafter referred to as the “Development”), in accordance with the master plan for the Development on file with the City; and

WHEREAS, Section 22-7 of the Code of Ordinances of the City of Leesburg, Florida, requires that Owner utilize natural gas within the Development; and

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

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

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

2. Owner shall ensure that not less than eighty percent (80%) of the planned one hundred fifty (150) units within the Development are equipped with:

A. A natural gas water heater; and

B. A natural gas furnace or Hydro-heat.

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

4. The Owner is obligated to pay the full cost of the infrastructure required to serve the Development and the cost of the services, meters, appurtenances and installation, which will be performed by the City. The Owner's estimated costs of the infrastructure to be funded by Owner as set forth below, is one hundred thirty thousand nine hundred eighty eight dollars and nineteen cents. (\$130,988.19). Prior to construction, Owner shall place in escrow with the City, funds equal to that estimate to be used to pay for the construction as it proceeds. Notwithstanding inclusion of this estimate herein, Owner shall be obligated to pay the full cost of the infrastructure required to serve the Development.

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

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

7. The City shall both own and maintain the natural gas system, up to and including the natural gas meter, within the Development. The natural gas system from the outlet of the gas meter to the appliance utilizing the natural gas shall be maintained by the Owner or homeowner.

8. The Owner shall grant to the City all easements needed to install the natural gas pipelines within the Development, including minimum five foot (5') side lot easements, and shall dedicate those easements to the perpetual use of the City and its successors in interest for the purpose of laying, maintaining, repairing and replacing the natural gas pipelines. In addition, the Owner shall provide a location and easement, agreed to by the City for the purpose of installation of any necessary regulator stations and all associated equipment.

9. The Owner shall locate natural gas service meters on the side of each building in a manner to allow for two buildings to be serviced by one service line wherever possible. The City may require that these services be located on the same side of the building as the electric or water service.

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

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

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

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

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

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

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

CITY OF LEESBURG

BY: _____
Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

BY: _____
Michel P. Moukhtara, President

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: April 26, 2021

From: Jack Rogers, (Gas Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing and directing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and Tara Village, Inc., for the purpose setting forth the terms under which the city will provide natural gas service to the Development known as Tara Oaks, Phase 1C SE; and providing an effective date.

Staff Recommendation:

Staff recommends approval of a Gas Service Agreement with Tara Village Inc.

Analysis:

Tara Village Inc is developing Phase 1C SE of Tara Oaks subdivision located off of CR 468. Section 22-7 of the Leesburg Code of Ordinances requires the owner to utilize natural gas within the development. The estimated cost for gas infrastructure is \$169,739.34 and will be fully funded by the owner.

Procurement Analysis:

N/A

Options:

1. Approve the Gas Service Agreement with Tara Village Inc.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The developer will place \$169,739.34 in an escrow account for the purpose of construction of infrastructure. A future budget adjustment will be made.

Account No. 042-0000-223-3100

Work Order No. WF1343748

Submission Date and Time: 4/21/2021 4:03:51 PM

RESOLUTION _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA
AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A GAS SERVICE
AGREEMENT BETWEEN THE CITY OF LEESBURG AND A.A. MOUKHTARA
COMPANY, A/K/A A.A. MOUKHTARA, INC., FOR THE PURPOSE OF SETTING
FORTH THE TERMS UNDER WHICH THE CITY WILL PROVIDE NATURAL GAS
SERVICE TO THE DEVELOPMENT KNOWN AS TARA OAKS, PHASE 1C SE; AND
PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized and directed to execute a Gas Service Agreement between the City of Leesburg and A.A. Moukhtara Company, a/k/a A.A. Moukhtara Inc., for the purpose of setting forth the terms under which the City will provide natural gas service to the development known as Tara Oaks, Phase 1C SE.

THIS RESOLUTION shall take effect upon its passage and adoption according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 26th day of April 2021.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2021 by and between the City of Leesburg, Florida, a municipal corporation organized under the laws of the State of Florida, located at 501 W. Meadow Street, Leesburg, Florida, 34748, (hereinafter referred to as “City”), and Tara Village, Inc. located at 7717 NW 20th Lane Gainesville, FL 32605 (hereinafter jointly referred to as “Owner”), sometimes collectively referred to as “Party” or “Parties”.

WITNESSETH:

WHEREAS, Owner is developing a subdivision located in Leesburg, Florida, known as Tara Oaks, Phase 1C SE (hereafter referred to as the “Development”), in accordance with the master plan for the Development on file with the City; and

WHEREAS, Section 22-7 of the Code of Ordinances of the City of Leesburg, Florida, requires that Owner utilize natural gas within the Development; and

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

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

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

2. Owner shall ensure that not less than eighty percent (80%) of the planned one hundred sixty seven (167) units within the Development are equipped with:

A. A natural gas water heater; and

B. A natural gas furnace or Hydro-heat.

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

4. The Owner is obligated to pay the full cost of the infrastructure required to serve the Development and the cost of the services, meters, appurtenances and installation, which will be performed by the City. The Owner's estimated costs of the infrastructure to be funded by Owner as set forth below, is one hundred sixty nine thousand seven hundred thirty nine dollars and thirty four cents. (\$169,739.34). Prior to construction, Owner shall place in escrow with the City, funds equal to that estimate to be used to pay for the construction as it proceeds. Notwithstanding inclusion of this estimate herein, Owner shall be obligated to pay the full cost of the infrastructure required to serve the Development.

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

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

7. The City shall both own and maintain the natural gas system, up to and including the natural gas meter, within the Development. The natural gas system from the outlet of the gas meter to the appliance utilizing the natural gas shall be maintained by the Owner or homeowner.

8. The Owner shall grant to the City all easements needed to install the natural gas pipelines within the Development, including minimum five foot (5') side lot easements, and shall dedicate those easements to the perpetual use of the City and its successors in interest for the purpose of laying, maintaining, repairing and replacing the natural gas pipelines. In addition, the Owner shall provide a location and easement, agreed to by the City for the purpose of installation of any necessary regulator stations and all associated equipment.

9. The Owner shall locate natural gas service meters on the side of each building in a manner to allow for two buildings to be serviced by one service line wherever possible. The City may require that these services be located on the same side of the building as the electric or water service.

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

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

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

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

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

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

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

CITY OF LEESBURG

BY: _____
Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

Tara Village, Inc.

BY: _____
Silvia H. Moukhtara Nemer, President

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: April 26, 2021

From: Brandy McDaniel, (Budget Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida amending the Fiscal Year 2020-21 Budget for the General, Capital Projects, Gas, Airport, Gas Tax and Fleet Services Funds for the Second Quarter.

Staff Recommendation:

Staff recommends adoption of the attached resolution amending the Fiscal Year 2020-21.

Analysis:

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

General Fund	Amount	Funding Source
COVID-19 CARES Funds (Misc.)	\$ 169,687	Federal Grant
Ski Beach Restroom Renovations	119,943	Insurance Funds
FL State Fire Marshal Grant (Fire)	<u>3,713</u>	State Grant
Total General Fund	\$ 293,343	
Capital Projects Fund	Amount	Funding Source
TDC Grant- Sleepy Hollow Improv.	\$ 290,000	Lake County Grant
Recoat/Resurface Sleepy Hollow Lane	89,000	Transfer from Gas Tax Fund
Purchase Pine St. Property/Aquatics Center	50,000	Fund Balance (Interest funds)
Teen Center MOU- Boys and Girls Club	500,000	Local Grant
Teen Center- CDBG Grant	<u>820,001</u>	Fund Balance
Total Capital Projects Fund	\$1,749,001	
Gas Fund	Amount	Funding Source
Hu's Landing Dev. Cont. Project	\$ 36,388	Developer Contributed
Bentley Ridge Dev. Cont. Project	72,701	Developer Contributed
Lake Griffin Reserve Dev. Cont. Project	<u>80,152</u>	Developer Contributed
Total Gas Fund	\$ 189,241	
Airport Fund	Amount	Funding Source
US Customs & Border Patrol Rehab Project	<u>\$ 310,000</u>	State Grant

Total Airport Fund **\$ 310,000**

Gas Tax Fund	Amount	Funding Source
Recoat/Resurface Sleepy Hollow Lane (Transfer to Capital Projects Fund)	<u>\$ 89,000</u>	Fund Balance
Total Gas Tax Fund	\$ 89,000	

Fleet Services Fund	Amount	Funding Source
Fire Engine #603 Accident	<u>\$ 25,204</u>	Insurance Reimbursement
Total Fleet Services Fund	\$ 25,204	

Procurement Analysis:

N/A

Options:

1. Adopt the attached resolution amending the Fiscal Year 2020-21 budget for the General, Capital Projects, Gas, Airport, Gas Tax and Fleet Services Funds for the Second Quarter; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

See attached

Submission Date and Time: 4/21/2021 4:04:52 PM

<u>FUND</u>	FY 2021 <u>ADOPTED</u>	<u>CHANGE</u>	FY 2021 <u>AMENDED</u>
General	28,779,144	293,343	29,072,487
Stormwater	1,903,272	-	1,903,272
Housing Assistance	136,554	-	136,554
Greater Leesburg CRA	717,458	-	717,458
Carver Heights CRA	475,897	-	475,897
Hwy 441/27 CRA	1,271,165	-	1,271,165
Debt Service	1,616,170	-	1,616,170
Capital Projects	10,953,324	1,749,001	12,702,325
Electric	80,560,859	-	80,560,859
Gas	7,606,109	189,241	7,795,350
Water	11,996,654	-	11,996,654
Wastewater	43,878,634	-	43,878,634
Solid Waste	4,747,508	-	4,747,508
Airport	9,542,504	310,000	9,852,504
Police Pension	1,908,772	-	1,908,772
Fire Pension	1,635,047	-	1,635,047
General Employees Pension	3,335,414	-	3,335,414
Health Insurance	7,268,565	-	7,268,565
Workers' Compensation	659,017	-	659,017
Risk Management	896,801	-	896,801
Discretionary Sales Tax	1,877,603	-	1,877,603
Gas Tax	1,114,665	89,000	1,203,665
Police Impact Fees	117,124	-	117,124
Recreation Impact Fees	-	-	-
Building Permits	1,335,955	-	1,335,955
Police Forfeiture	7,000	-	7,000
Police Education Receipts	6,000	-	6,000
Fleet Services	4,651,324	25,204	4,676,528
Total	228,998,539	2,655,789	231,654,328

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA,
AMENDING THE FISCAL YEAR 2020-21 BUDGET FOR THE GENERAL, CAPITAL PROJECTS,
GAS, AIRPORT, GAS TAX AND FLEET SERVICES FUNDS FOR THE SECOND QUARTER;
AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Commission of the City of Leesburg adopted a budget for the Fiscal Year 2020-21 on September 30, 2020, which they felt was in the best interest of the citizens of the City of Leesburg, and

WHEREAS, it is now necessary to amend the current budget for Fiscal Year 2020-21 to provide funds for various projects as adopted at City Commission meetings, and

WHEREAS, such action was not anticipated in the original 2020-21 annual budget;

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

SECTION I.

Pursuant to Section 200.065, Florida Statutes, and all other applicable laws, the following amounts for use by the various funds during Fiscal Year 2020-21 as reflected below, including all modifications or amendments made during this meetings, are hereby adopted as increases/decreases to the original budget for Fiscal Year 2020-21 for the City of Leesburg, Florida:

GENERAL FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Intergovernmental Revenue	173,400
Miscellaneous Revenue	119,943
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	293,343

PROPOSED APPROPRIATIONS

General Government	289,630
Public Safety	3,713
TOTAL PROPOSED APPROPRIATIONS	293,343

CAPITAL PROJECTS

ESTIMATED REVENUES AND OTHER RECEIPTS

Intergovernmental Revenue	1,610,001
Other Financing Sources:	
Transfer from Other Funds	89,000
Fund Balance Appropriated	50,000
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	1,749,001

PROPOSED APPROPRIATIONS

Transportation	89,000
Culture/Recreation	1,660,001
TOTAL PROPOSED APPROPRIATIONS	1,749,001

GAS FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Other Sources	116,540
Other Financing Sources:	
Fund Balance Appropriated	72,701
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	189,241

PROPOSED APPROPRIATIONS

Physical Environment	189,241
TOTAL PROPOSED APPROPRIATIONS	189,241

AIRPORT FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Intergovernmental Revenue	310,000
Other Financing Sources:	
Fund Balance Appropriated	
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	310,000

PROPOSED APPROPRIATIONS

Transportation	310,000
TOTAL PROPOSED APPROPRIATIONS	310,000

GAS TAX FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:	
Fund Balance Appropriated	89,000
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	89,000

PROPOSED APPROPRIATIONS

Non Expenditures:	
Transfers to Other Funds	89,000
TOTAL PROPOSED APPROPRIATIONS	89,000

FLEET SERVICES FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Miscellaneous Revenue	25,204
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	25,204

PROPOSED APPROPRIATIONS

General Government	25,204
TOTAL PROPOSED APPROPRIATIONS	25,204

ALL FUNDS**ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Sources	116,540
Intergovernmental Revenue	2,093,401
Miscellaneous Revenue	145,147
Total Estimated Revenues	2,355,088
Other Financing Sources:	
Transfer from Other Funds	89,000
Fund Balance Appropriated	211,701
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	2,655,789

PROPOSED APPROPRIATIONS

Transportation	399,000
Public Safety	3,713
General Government	314,834
Physical Environment	189,241
Culture/Recreation	1,660,001
Other Financing Sources:	
Transfer from Other Funds	89,000
TOTAL PROPOSED APPROPRIATIONS	2,655,789

SECTION II.

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

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

Mayor

ATTEST:

City Clerk

2nd Quarter Budget Adjustments Additional Information

<u>Fund:</u>	<u>Description</u>	<u>Amount</u>	<u>Reason</u>
General			
Misc.	COVID-19 ER CARES Grant	169,687	Additional funds were awarded to City
Public Works (Facilities)	Ski Beach Restroom Renovations	119,943	City will be reimbursed from Insurance for Fire Damage, City Commission approved 2/22/21
Fire	FL State Fire Marshal Grant- 45 particulate blocking fire hoods	3,713	Grant was awarded to City, City Commission approved 1/25/21
	Total General Fund	293,343	
Capital Projects			
	TDC Grant for Sleepy Hollow Complex/NCAA Softball Competition	290,000	Grant was awarded to City, City Commission approved 11/23/20
	Recoat/Resurface Sleepy Hollow Lane (Transfer from Gas Tax)	89,000	Funds are available in the Gas Tax Fund
	Purchase Pine St Property- Part of the Aquatics Complex	50,000	Utilizing available Interest Earnings, City Commission approved 2/8/21
	MOU with Boys & Girls Club for Teen Center Project	500,000	City Commission approved 3/9/20
	CDBG Grant for Teen Center Project	820,001	Grant was awarded to City, City Commission approved 2/22/21
	Total Capital Projects	1,749,001	
Gas			
	Hu's Landing	36,388	Developer Contributed project, add funds to current budget, City Commission approved 1/11/21
	Bentley Ridge	72,701	Project was paid for years ago, utilize Fund Balance for this project, add funds to current budget, City Commission approved 1/11/21
	Lake Griffin Reserve	80,152	Developer Contributed project, add funds to current budget, City Commission approved 2/8/21
	Total Gas	189,241	
Airport			
	US Customs and Border Protection Facility Rehab Project	310,000	Grant was awarded to City, City Commission approved 1/25/21
	Total Airport	310,000	
Gas Tax			
	Recoat/Resurface Sleepy Hollow Lane (Transfer to Capital Projects)	89,000	Funds are available in the Gas Tax Fund to complete this project
	Total Gas Tax	89,000	
Fleet Services			
	Fire Engine #603 Accident Insurance Reimbursement	25,204	Adjust budget for Employee Christmas Gift Cards
	Total Fleet Services	25,204	
	Total Budget Adjustments	2,655,789	

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: April 26, 2021

From: Robert Hicks, (Police Chief)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Leesburg Police Department to apply for and, if awarded, accept a Florida Department of Transportation (FDOT) State Safety Office grant to fund an Aging Road User Program (CP-2020-00290); and providing an effective date.

Staff Recommendation:

Staff recommends approval of Resolution authorizing the Leesburg Police Department to apply for and, if awarded, accept a Florida Department of Transportation (FDOT) State Safety Office grant, in the amount of \$15,000.00, to fund an Aging Road User Program.

Analysis:

People are living longer and the goal for most is to maintain independence for as long as possible. That usually includes owning and operating a motor vehicle. As drivers age, their physical and mental capabilities, driving behaviors, and crash risks all change. Aged drivers are among those at greatest risk of traffic violations and motor vehicle crashes per miles driven. Florida leads the nation with over 19.4% (3,926,889) of its population over the age of 65. It is estimated that number will increase to over 27% by the year 2030 (Pepper Institute on Aging and Public Policy).

As of 2019, the U.S. Census Bureau estimated that the city's population was over 23,600. In addition, Lake County residents age 65 and older have grown by 16.6% from 297,052 to 346,017.

In 2019, there were 65 crashes resulting in severe injuries or fatalities within in the city. Out of those crashes, 29 (44.5%) involved aged drivers 65 and older. According to the Florida Department of Transportation (FDOT) fiscal year (FY) 2020 Highway Safety Matrix, The City of Leesburg ranked 17th for serious injuries and fatalities involving persons age 65 and older out of 101 cities with populations between 15,000 and 74,999.

With the increased growth of the residents of Leesburg and the city's proximity to The Villages, there is a need for continued education and awareness to ensure the safety of aging road users and to reduce the crashes, injuries, and fatalities involving individuals age 65 and older.

The proposed solution is as follows: The Leesburg Police Department (LPD) will utilize outreach and educational activities to enable aging road users to preserve as much mobility through driving while

ensuring safety on the road for themselves, their passengers, and other road users in the city.

Specially trained officers, utilizing static displays and interactive workshops, will provide participants with information concerning reaction times, safe following distances, blind spots, rules of the road, and safe driving skills. In addition, officer will facilitate educational programs, such as the AARP Safe Driving and CarFit programs and provide educational materials for older drivers to: inform aging road users of driving risks; help them assess their driving knowledge; suggest methods on how to adapt to and compensate for changing capabilities; and provide information on alternative transportation methods.

The department will also increase awareness among officers of the resources and programs available to assist aging road users. These resources include Florida's Safe Mobility for Life program, which provides a one-stop web site for safety and mobility resources; the Florida Guide for Aging Drivers; the CarFit program which focuses on improving the "fit" between drivers and their vehicles, and the Find-a-Ride database that provides direct access to local alternative transportation options.

Procurement Analysis:

N/A

Options:

1. Approve application and accept, if awarded, the Florida Department of Transportation (FDOT) State Safety Office grant to fund an Aging Road User Program; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

If awarded, the grant will fund the program, to include officer salary and benefits, as permitted by the grant and educational materials needed for the program. A budget adjustment will be necessary to add these funds to the current budget.

Account No. 001-0000-331-2100

Project No. DOTPD2

Submission Date and Time: 4/21/2021 4:06:20 PM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE LEESBURG POLICE DEPARTMENT TO
APPLY FOR AND, IF AWARDED, ACCEPT A FLORIDA DEPARTMENT OF
TRANSPORTATION (FDOT) STATE SAFETY OFFICE GRANT TO FUND AN
AGING ROAD USER PROGRAM (CP-2020-00290); AND PROVIDING AN
EFFECTIVE DATE.**

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

THAT the Leesburg Police Department is hereby authorized to submit an application, and if awarded, accept the Florida Department of Transportation (FDOT) State Safety Office Grant (CP-2020-00290), in the amount of \$15,000.00 to fund an Aged Driver Program.

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 26th day of April 2021.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.7.

Meeting Date: April 26, 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 a Memorandum of Agreement to Reimburse U. S. Customs and Border Protection (CBP), for costs related to FY 2021 IT Refresh; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the Memorandum of Agreement to Reimburse CBP.

Analysis:

The City and U.S. CBP entered into a Memorandum of Agreement for user fee services at the Leesburg Airport, by Resolution 7336, dated 4/11/2005. This initial agreement outlined the responsibilities of both parties. One such responsibility of the City is to reimburse CBP for all Automatic Data Processing (ADP) costs, including equipment purchase, installation, connectivity, maintenance and the cost of upgrading and replacing equipment on a schedule determined by CBP. These fees are referred to as Additional Fees and/or IT Refresh, and are to be anticipated approximately every 3-5 years. The most recent IT Refresh was FY 2014.

The FY 2021 IT Refresh estimated total cost, not to exceed (with contingencies built in) is \$91,607.83 and annual recurring costs of \$20,525.83. CBP will invoice the City 60-120 days after receipt of equipment for actual costs. The First Amendment to the Memorandum of Understanding between the City and The Villages, by Resolution 7335, dated 4/11/2005, states, The Villages will reimburse Leesburg for the actual costs of these Additional Fees; therefore, the net fiscal impact to the City will be \$0.00.

Procurement Analysis:

N/A

Options:

1. Approve the Memorandum of Agreement to Reimburse CBP; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The Airport will pay these fees out of operating account 048-8021-542-34.10. The Finance department

will invoice The Villages for reimbursement of actual fees. The net fiscal impact to the City/Airport will be \$0.00.

Submission Date and Time: 4/21/2021 4:08:02 PM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
MEMORANDUM OF AGREEMENT TO REIMBURSE U. S. CUSTOMS AND
BORDER PROTECTION (CBP), FOR COSTS RELATED TO FY 2021 IT
REFRESH; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute a Memorandum of Agreement to Reimburse CBP for costs relating to FY 2021 IT Refresh.

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 26th day of April 2021.

Mayor

ATTEST:

City Clerk

U.S. Customs and Border Protection Office of Information & Technology Cost Sign-Off Document*

(*Actual costs will be derived from actual obligations)

This is a Rough Order of Magnitude Estimate.

Final costs will be determined once the network designs are completed

Site Code: LSR005A

Site Name: LEESBURG REGIONAL AIRPORT- USER FEE

Site Address: 8742 AIRPORT BLVD, LEESBURG, FL 34788

Date Prepared: 3/31/2021

Preparer: Chris Crouch

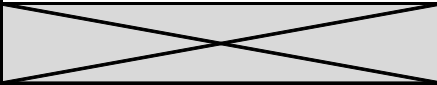
Equipment and Service Costs Data Equipment Costs (OCC-31)

Line Item	Description	Qty	Unit Cost	Total
10	Std Desktop - Slim Line Form Factor (1TB SSD, 32 GB RAM)	4	\$1,650.00	\$6,600.00
20	NETGEAR AC1200 High Gain WiFi USB Adapter (BRAND NAME or EQUIVALENT)	4	\$100.00	\$400.00
30	Performance Laptop (512 GB SSD, 16 GB RAM)	1	\$2,800.00	\$2,800.00
40	Targus USB-C Universal DV4K Docking Station with Power - Model DOCK180USZ (BRANDNAME or EQUIVALENT)	1	\$250.00	\$250.00
50	Dell KB813 Smartcard Reader USB Keyboard (BRAND NAME or EQUIVALENT)	1	\$50.00	\$50.00
60	Corded USB Optical Mouse	1	\$20.00	\$20.00
70	ViewSonic 24" Monitor w/built-in Privacy Filter and Speakers (BRAND NAME or EQUIVALENT)	5	\$300.00	\$1,500.00
80	LG 24" TAA IPS FHD Monitor and Built-in Speakers (BRAND NAME or EQUIVALENT)	2	\$225.00	\$450.00
90	SLIK Mini Pro V Tripod with 2-Way Pan/Tilt Head - Black (BRAND NAME or EQUIVALENT)	3	\$30.00	\$90.00
100	Fujitsu ScanSnap iX1500 (BRAND NAME or EQUIVALENT)	1	\$500.00	\$500.00
110	Logitech C920 Pro WebCam w/5' Cable (BRAND NAME or EQUIVALENT)	5	\$100.00	\$500.00
120	3M Passport Reader Model AT9000MK2 (BRAND NAME or EQUIVALENT)	3	\$2,500.00	\$7,500.00
130	Tripp-Lite SmartOnline 120V 1.5kVA 1.2kW Double-Conversion UPS (BRAND NAME or EQUIVALENT)	2	\$900.00	\$1,800.00
140	APC P7V 7-Outlet 840 Joule Surge Suppressor (BRAND NAME or EQUIVALENT)	12	\$30.00	\$360.00
150	HP Color LaserJet M553dn Printer (BRAND NAME or EQUIVALENT)	1	\$800.00	\$800.00
160	HP Color OfficeJet 8720 Printer/Scanner/Copier (BRAND NAME or EQUIVALENT)	2	\$300.00	\$600.00
170	HP LaserJet Pro M404dn B/W Printer (BRAND NAME or EQUIVALENT)	1	\$300.00	\$300.00
180	10% Cost Contingency for Equipment	1	\$2,452.00	\$2,452.00
Total Data Equipment Costs:				\$26,972.00

Network Equipment Costs (OCC-31)

190	20 Mbps - 50 Mbps Router (ISR1100)	1	\$9,308.00	\$9,308.00
200	Riverbed Steelhead CX580 Enterprise	1	\$12,278.00	\$12,278.00
210	48-port Stackable Access Switch	1	\$14,955.00	\$14,955.00
220	1000Mbps Single Mode SFP	2	\$600.00	\$1,200.00
230	1000Mbps Multimode SFP	2	\$300.00	\$600.00
240	Cloud Managed Indoor AP	1	\$1,395.00	\$1,395.00

Line Item	Description	Qty	Unit Cost	Total
250	10% Cost Contingency for Equipment	1	\$3,973.60	\$3,974.00
Total Network Equipment Costs:				\$43,710.00
Voice Equipment Costs (OCC-31)				
260	There are no voice costs associated with this request.	0	\$0.00	\$0.00
270	10% Cost Contingency for Equipment	0	\$0.00	\$0.00
Total Voice Equipment Costs				\$0.00
BSDP Equipment Costs (OCC-31)				
280	There are no BSDP equipment costs associated with this request.	0	\$0.00	\$0.00
290	10% Equipment Contingency Costs	0	\$0.00	\$0.00
Total BSDP Equipment Costs:				\$0.00
Tactical Communication (TACCOM) Equipment Costs (OCC-31):				
300	There are no TACCOM equipment costs associated with this request. TACCOM Requirements will be revisited in a future CSO	0	\$0.00	\$0.00
310	10% Cost Contingency for Equipment	0	\$0.00	\$0.00
Total Communication Equipment Costs:				\$0.00
TOTAL EQUIPMENT COSTS:				\$70,682.00
Service Costs Circuit Costs (OCC-23)				
320	Spectrum 50M ICP new Circuit Installation	1	\$250.00	\$250.00
330	Spectrum 50M ICP Annual Recurring Costs (\$1,135.93 per Month)	12	\$1,135.93	\$13,631.16
340	Potential Estimated LEC Special Construction	1	\$5,000.00	\$5,000.00
350	15% Cost Contingency for Tax / USF	12	\$170.39	\$2,044.67
Total Circuit Costs:				\$20,925.83
BSDP Services Costs (OCC-25)				
360	There are no BSDP Service costs associated with this request.	0	\$0.00	\$0.00
370	10% Service Costs	0	\$0.00	\$0.00
Total BSDP Contract Services Costs:				\$0.00
TACCOM Service Costs (OCC-25)				
380	There are no TACCOM Service costs associated with this request.	0	\$0.00	\$0.00
Total Tactical Communication Services Costs:				\$0.00
Government Travel (OCC-21)				
390	There are no Travel costs associated with this request.	0	\$0.00	\$0.00
Total Government Travel Costs:				\$0.00
TOTAL SERVICE COSTS:				\$20,925.83
TOTAL ESTIMATED INITIAL EQUIPMENT AND SERVICES				<u>\$91,607.83</u>
Out Year Recurring Service Costs Circuit Recurring Costs (OCC-23)				

Line Item	Description	Qty	Unit Cost	Total
400	Spectrum 50M ICP Annual Recurring Costs (\$1,135.93 per Month)	12	\$1,135.93	\$13,631.16
410	15% Cost Contingency for Tax / USF	12	\$170.39	\$2,044.67
Total Recurring Circuit Costs:				\$15,675.83
Network Equipment Service Costs (OCC-25)				
420	ICP Router (ISR1100) Maintenance Annual Recurring Costs	1	\$ 931.00	\$931.00
430	Access Switch (48-port) Maintenance Annual Recurring Costs	1	\$ 1,496.00	\$1,496.00
440	Riverbed (CX580) Maintenance Annual Recurring Costs	1	\$ 2,283.00	\$2,283.00
450	Indoor AP Maintenance Annual Recurring Costs	1	\$ 140.00	\$140.00
Total Recurring Network Service Costs:				\$4,850.00
BSDP Service Costs (OCC-25)				
460	There are no BSDP Service costs associated with this request.	0	\$0.00	\$0.00
Total Recurring BSDP Service Costs:				\$0.00
TACCOM Annual Operation and Maintenance Costs (OCC-25)				
470	There are no TACCOM Service costs associated with this request.	0	\$0.00	\$0.00
Total Recurring TACCOM Service Costs:				\$0.00
TOTAL ANNUAL RECURRING COSTS				<u>\$20,525.83</u>
NOTE: The OIT Cost Sign-Off Document and the associated estimated costs listed above expires 90 days from the above Date Prepared or at the end of the Governments current fiscal year, whichever comes first. After such time, a new OIT Cost Sign-Off Document is required.				
Acceptance				
By signing below, I accept any and all costs associated with the purchase and installation of equipment itemized above.				
Authority Signature:			Date:	
Authority Printed Name:				
Phone/Email Address:				
OIT REFERENCE Number: LSR005A-OFO-21096C				
Document Expiration Date: 5/27/2021				

U. S. CUSTOMS AND BORDER PROTECTION (CBP)
MEMORANDUM OF AGREEMENT TO REIMBURSE CBP

This Memorandum of Agreement (“MOA”) outlines the agreement between the below named Airport and CBP in regards to the Airports responsibility to reimburse CBP for costs related to providing information technology (IT) services at the below named location. The legal authority for CBP to enter into and to require such an agreement is found at 8 U.S.C. §§ 1223(b) and 1356(a).

Airport Authority: Leesburg International Airport
Location: 8807 Airport Blvd.
Leesburg, Florida 34788

LEESBURG INTERNATIONAL AIRPORT RESPONSIBILITIES

Data and Cabling

The Leesburg International Airport will be responsible for the procurement and installation of all data cabling and electrical components required for connectivity of the Automated Data Processing (ADP) Local Area Network (LAN), Data, IT, and Voice Communications Systems and equipment according to CBP Office of Information Technology (OIT) provided specifications. However, Leesburg International Airport must give CBP two weeks, 14 days’ advance notice of all cable pulls so that CBP can be present and observe their installations.

Reimbursement of ADP LAN, Data IT Systems and Equipment Costs

Leesburg International Airport agrees to reimburse CBP for all ADP LAN, Data, IT Systems and equipment costs, including equipment ordering, installation, maintenance, and ADP LAN, Data, IT connectivity and recurring costs relative to standing-up and maintaining continuous CBP operations at the Leesburg International Airport, General Aviation Facility (GAF), located at 8742 Airport Blvd., Leesburg, Florida 34788. Estimated ADP LAN, Data, IT Systems and equipment and service costs total \$91,607.83. Attached is CBP OIT’s Leesburg International Airport, General Aviation Facility (GAF) Cost ROM LSR005A-OFO-21096C that identifies the ADP LAN, Data, and IT Systems and equipment requirements for the GAF located at Leesburg International Airport, for which the airport will reimburse CBP all ADP LAN, Data, IT Systems and equipment and services costs, to include any ADP LAN, Data, IT recurring costs.

The Leesburg International Airport will be billed for the actual costs of the ADP LAN, Data, IT Systems and equipment, and the one-time and recurring charges for the network, and any required replacement equipment. Recurring out-year network charges are estimated at \$20,525.83 per year.

ADP LAN, Data, IT and Equipment Upgrades

Upgrades to the ADP LAN, Data, IT Systems and equipment may be required on a schedule determined by CBP (approximately every 3-5 years, as needed). The Leesburg International Airport also agrees to reimburse CBP costs to upgrade ADP LAN, Data, IT Systems and equipment. CBP will provide the Leesburg International Airport at minimum a 60-day notice advance of required upgrades.

Leesburg International Airport Accounts Payable Information

Leesburg International Airport Tax Identification Number: _____

Leesburg International Airport Bill To Representative: _____

Leesburg International Airport Bill To Address: _____

Leesburg International Airport Representative Email Address: _____

Leesburg International Airport Accounts Payable Phone No.: _____

Leesburg International Airport Voice Communications Services

The Leesburg International Airport shall be responsible for ordering and funding the telephone services line(s) and equipment required to establish Voice Communications Services and continuous connectivity required at the Leesburg International Airport GAF. This requirement is not identified in CBP OIT Cost ROM LSR005A-OFO-21096C. Leesburg International Airport is responsible for directly procuring and providing the required equipment and services, including any monthly costs. CBP will retain possessory ownership of the Voice Communications Systems equipment ordered and installed outside of the LAN/Telcom Room/Closet by the Leesburg International Airport until CBP vacates the premises. Leesburg International Airport will also ensure the continued telephone line(s) connectivity at Leesburg International Airport GAF at no cost to CBP.

Payment Process

Upon execution of this MOA, CBP OIT will forward a signed original copy to the CBP National Finance Center (NFC). Upon receipt, the NFC will issue Leesburg International Airport a bill for the estimated ADP LAN, Data, Voice Communications Systems, and IT equipment, and Travel costs totaling at most \$91,607.83. The CBP NFC will also bill Leesburg International Airport 90-days prior to the due date for \$20,525.83 in total recurring out-year network and connectivity charges owed, and any sums owed for future ADP LAN, Data, IT Systems and equipment upgrades and replacements.

Pursuant to 19 C.F.R. § 24.3a, any amounts due CBP under the terms of this agreement not reimbursed within 30 days of billing will begin accruing interest charges based on current U.S. Treasury borrowing rates and may ultimately be referred for collection against the Leesburg International Airport surety.

Equipment Ownership

CBP will retain possessory ownership of all ADP LAN, Data, Voice Communications Systems and IT equipment ordered by CBP and reimbursed by the Leesburg International Airport until CBP vacates the premises. CBP will transfer ownership rights of all ADP LAN, Data, IT, and Voice Communications Systems and equipment used in CBP operations and reimbursed by the Leesburg International Airport located at 8742 Airport Blvd, Leesburg, Florida 34788, when CBP vacates

the premises. Within one month (30-days) following installation and reimbursement, CBP OIT will deliver a list of Serial Numbers and/or other identification and warranty information for the Leesburg International Airport reimbursed ADP LAN, Data, IT Systems and equipment to the Leesburg International Airport as instructed below.

Leesburg International Airport ADP Equipment Administrator: _____
Leesburg International Airport Ship to Address: _____
Leesburg International Airport Administrator's Email Address: _____
Leesburg International Airport Administrator's Phone No.: _____

U.S. CUSTOMS AND BORDER PROTECTION (CBP) RESPONSIBILITIES

Equipment Connectivity and Maintenance

The CBP OIT will be responsible for ordering and installing required data equipment connection(s) from the Leesburg International Airport GAF to the CBP National Data Center, and imaging, maintaining, and controlling all of the ADP LAN, Data, IT equipment listed in the attached CBP OIT Cost ROM LSR005A-OFO-21096C for Leesburg International Airport GAF as required by CBP, the costs of which Leesburg International Airport shall reimburse CBP. Leesburg International Airport will incur no additional costs or CBP OIT or TacComm charged service fees for any required ADP LAN, Data, IT Systems and equipment maintenance/repair/replacement covered by CBP procured equipment warranties.

Data Ownership

All data entered and/or stored in any manner on the equipment covered by this MOA shall belong to the United States. It shall be CBP's responsibility to properly remove said data before possession of any equipment is transferred to the Leesburg International Airport upon vacating the premises or for any other permissible basis under federal law.

AUTHORIZATION

Agreement to these terms is attested by the signatures below.

_____ Signature John Christian City of Leesburg, Mayor	_____ Email Address	_____ Date
--	------------------------	---------------

_____ Signature Stephen Y. Dubose Port Director Orlando, Field Operations Customs and Border Protection	_____ Email Address	_____ Date
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City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.8.

Meeting Date: April 26, 2021

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from CHS Management Corporation, a Virginia Corporation, for the purpose of granting the City an Easement over the property described therein; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution for a Utility Easement from CHS Management Corporation dated February 22, 2021, and recorded on March 25, 2021, under Instrument #2021040708, in Official Records Book 5672, Pages 147-153, Public Records of Lake County, Florida, to the City of Leesburg.

Analysis:

CHS Management Corporation, a Virginia Corporation, is granting the City of Leesburg a utility easement for the purpose of construction, installation, repair, maintenance, replacement and improvement of underground or above ground utilities, including but not limited to water, sewer, reuse water, natural gas, and electricity.

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: 4/21/2021 4:09:02 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING A UTILITY EASEMENT TO THE CITY OF LEESBURG FROM CHS MANAGEMENT CORPORATION, A VIRGINIA CORPORATION, FOR THE PURPOSE OF GRANTING THE CITY AN EASEMENT OVER THE PROPERTY DESCRIBED THEREIN; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Utility Easement granted to the City of Leesburg by CHS Management Corporation, for the purpose of granting the City a utility easement over the real property described in the document, is hereby accepted.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 26th day of April 2021.

Mayor

ATTEST:

City Clerk

THIS INSTRUMENT PREPARED BY & RETURN TO:
Fred A. Morrison
McLin Burnsed P.A.
Post Office Box 491357
Leesburg, Florida 34749-1357



Utility Easement

RESERVED FOR RECORDING

THIS EASEMENT given the 22 day of Feb., 2021, by CHS MANAGEMENT CORPORATION, A VIRGINIA CORPORATION, whose address is 82-55 Country Point Circle, Queens Villages, New York 11427, hereafter referred to as Grantor, to THE CITY OF LEESBURG, FLORIDA, whose address is P.O. Box 490630, Leesburg, FL 34749-0630, hereafter referred to as Grantee,

WITNESSETH:

That for and in consideration of the sum of \$1.00 and other good and valuable considerations, in hand paid and tendered unto Grantor, receipt whereof is hereby acknowledged, Grantor does hereby grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns forever, a perpetual easement over and across the following described real property:

AS DESCRIBED ON EXHIBIT "A" ATTACHED

for the purpose of construction, installation, repair, maintenance, replacement and improvement of underground or above ground utilities, including but not limited to water, sewer, reuse water, natural gas, and electricity. If Grantee damages any surface improvements in its use of this easement, it shall repair any such damage at its expense, and restore the improvements to substantially the same condition they were in prior to the damage. Grantee is also given an irrevocable license, for so long as this Easement remains in effect, to cross the adjoining real property owned by Grantor, for the purpose of conducting any activities permitted by this Easement provided that such right of passage shall not interfere substantially with Grantor's use of its adjoining property.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. Grantor does hereby warrant the title to the interests conveyed to Grantee hereunder and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has set his or her hand and seal the day and year first above written. As used herein, the term "Grantor" shall refer to that person, or those persons, so named above, and shall be interpreted as being singular or plural, and shall be considered to have the person, number and gender appropriate to the context of the named individuals or entities.

WITNESSES (two required)

GRANTOR: CHS MANAGEMENT
CORPORATION

HARISH K. BATRA
(Type or print name of Witness)

BY: Nita Batra
NITA BATRA, President

Ankha Mehrotra
(Type or print name of witness)

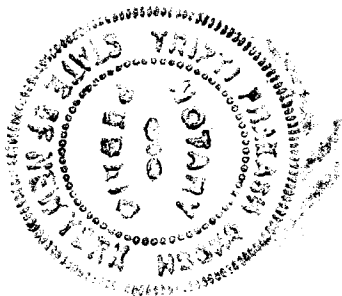
STATE OF NEW YORK
COUNTY OF QUEENS

BEFORE ME, the undersigned Notary Public, appeared, either by means of ☒ physical presence, or ☐ online notarization, Nita Batra, as President of CHS Management Corporation, who acknowledged before me on the 21ST day of February, 2021, that she executed the foregoing instrument, and who was either {CHECK ONE} ☐ personally known to me, or who ☒ produced DRIVER'S LICENCE as identification.

Tripti Prakash Ghosh
NOTARY PUBLIC SIGNATURE
TRIPTI PRAKASH GHOSH
Type or print name of Notary Public

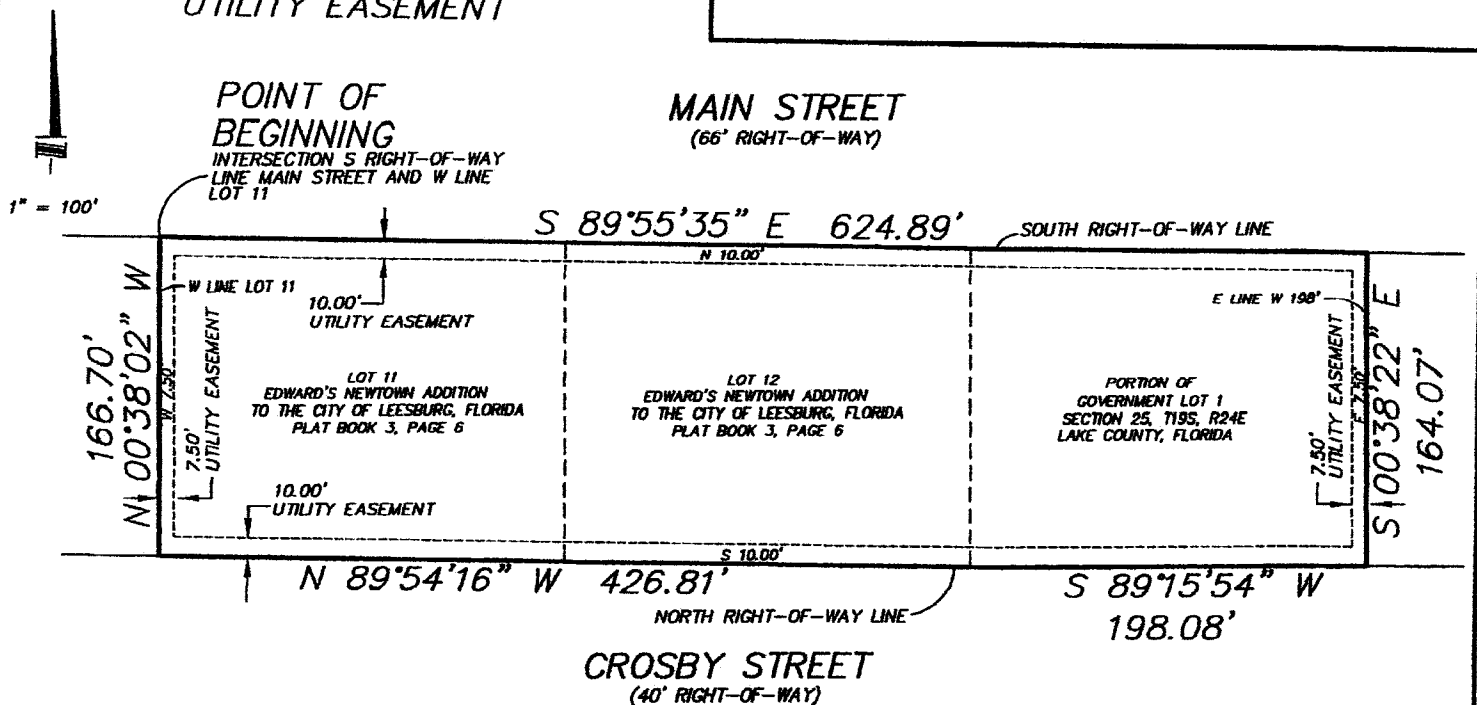
01GH6086124
Commission Number
JAN. 13, 2023
Commission Expiration Date

TRIPTI PRAKASH GHOSH
Notary Public, State of New York
No. 01GH6086124
Qualified in Nassau County
Commission Expires January 13, 2023



SKETCH AND DESCRIPTION

(THIS IS NOT A SURVEY)
UTILITY EASEMENT



LEGAL DESCRIPTION

THE NORTH 10.00 FEET, THE SOUTH 10.00 FEET, THE EAST 7.50 FEET AND THE WEST 7.50 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

A PORTION OF LOTS 11 AND 12, EDWARD'S NEWTOWN ADDITION TO THE CITY OF LEESBURG, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 6, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND A PORTION OF GOVERNMENT LOT 1, SECTION 25, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF MAIN STREET AND WEST LINE OF LOT 11, EDWARD'S NEWTOWN ADDITION TO THE CITY OF LEESBURG, FLORIDA ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 6, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN S 89°55'35" E ALONG THE SOUTH RIGHT-OF-WAY LINE OF MAIN STREET A DISTANCE OF 624.89 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE RUN S 00°38'22" E ALONG THE EAST LINE OF THE WEST 198.00 FEET OF GOVERNMENT LOT 1, SECTION 25, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA A DISTANCE OF 164.07 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF CROSBY STREET; THENCE RUN S 89°15'54" W ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 198.08 FEET; THENCE CONTINUE ALONG SAID NORTH RIGHT-OF-WAY LINE N 89°54'16" W, A DISTANCE OF 426.81 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE RUN N 00°38'02" W ALONG THE WEST LINE OF SAID LOT 11 A DISTANCE OF 166.70 FEET TO THE POINT OF BEGINNING.

SURVEYORS NOTES:

- 1) SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 2) BEARINGS BASED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MAIN STREET HAVING AN ASSUMED BEARING OF S 89°55'35" E.
- 3) THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, RIGHTS OF WAY, RESTRICTIONS, OWNERSHIP OR OTHER MATTERS OF RECORD.

PROJECT: 06185

01/28/2021
SHEET 1 OF 1

PREPARED BY:

I CERTIFY THAT THIS MEETS OR EXCEEDS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472, FLORIDA STATUTES.

DAVID M. McDERMOTT

FLORIDA REGISTERED SURVEYOR AND MAPPER CERTIFICATE No. 4779

Associated Land Surveying
& Mapping, Inc.

1681 POWELL STREET LONGWOOD, FLORIDA 32750
PH (407) 868-5002, FAX (407) 869-8393
CERTIFICATE OF AUTHORIZATION # LB 6767

SKETCH AND DESCRIPTION

(THIS IS NOT A SURVEY)
UTILITY EASEMENT

LEGAL DESCRIPTION

A PORTION OF LOT 11, EDWARD'S NEWTOWN ADDITION TO THE CITY OF LEEsburg, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 6, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF MAIN STREET AND THE WEST LINE OF LOT 11, EDWARD'S NEWTOWN ADDITION TO THE CITY OF LEEsburg, FLORIDA ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 6, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN S 89°55'35" E ALONG THE SOUTH RIGHT-OF-WAY LINE OF MAIN STREET A DISTANCE OF 177.29 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 89°55'35" E ALONG SAID SOUTH-RIGHT-OF-WAY LINE A DISTANCE OF 15.00 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, RUN S 00°04'25" W, A DISTANCE OF 20.00 FEET; THENCE RUN N 89°55'35" W, A DISTANCE OF 15.00 FEET; THENCE RUN N 00°04'25" E, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 300 SQUARE FEET, MORE OR LESS.

SURVEYORS NOTES:

- 1) SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
- 2) BEARINGS BASED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MAIN STREET HAVING AN ASSUMED BEARING OF S 89°55'35" E
- 3) THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, RIGHTS OF WAY, RESTRICTIONS, OWNERSHIP OR OTHER MATTERS OF RECORD.

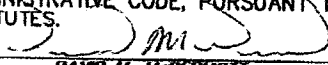
SEE SHEET 2 FOR SKETCH

PROJECT: 06185

01/28/2021
SHEET 1 OF 2

PREPARED BY:

I CERTIFY THAT THIS MEETS OR EXCEEDS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472, FLORIDA STATUTES.


DAVID M. McDERMOTT

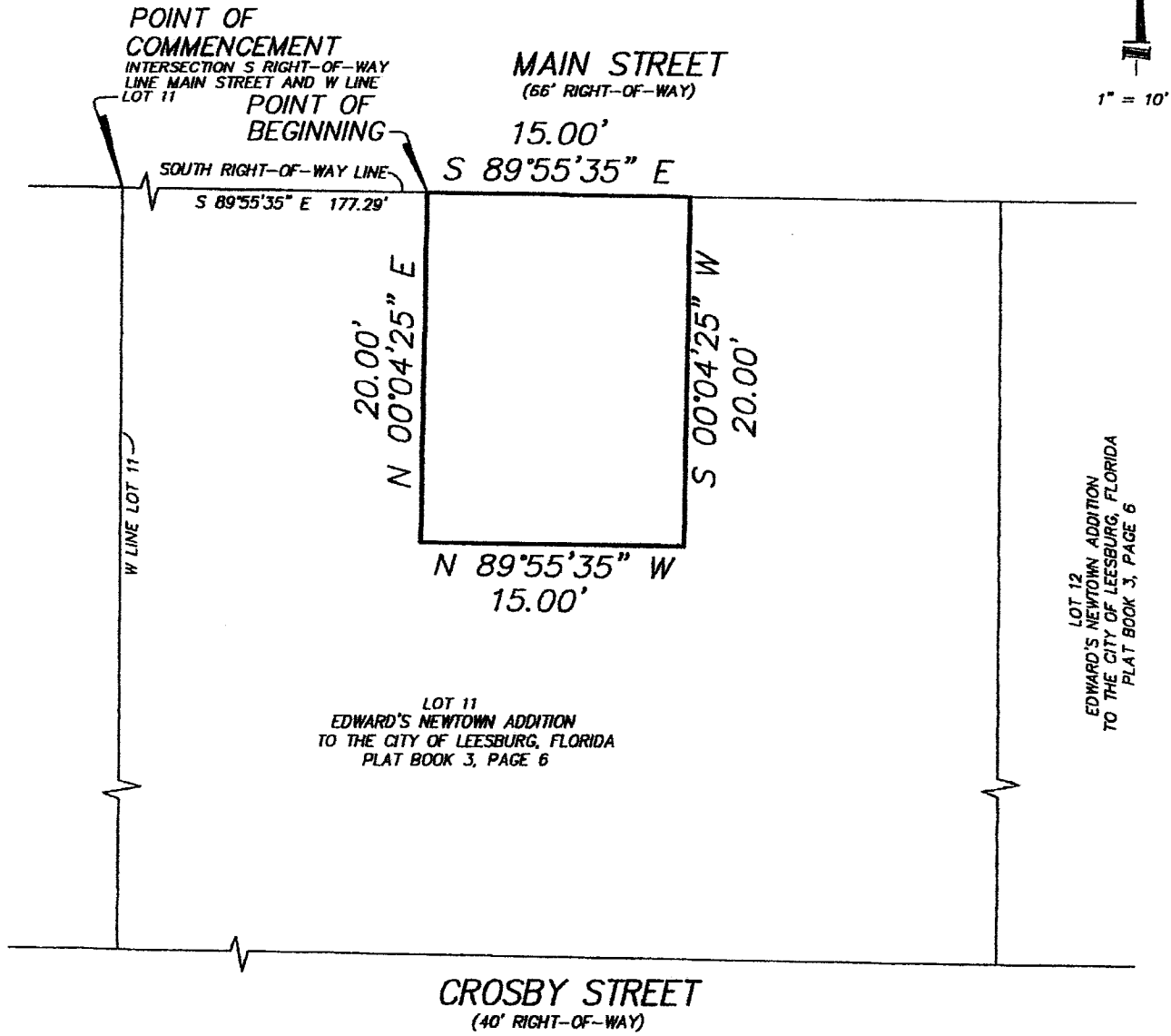
FLORIDA REGISTERED SURVEYOR AND MAPPER CERTIFICATE No. 4779

**Associated Land Surveying
& Mapping, Inc.**

1681 POWELL STREET LONGWOOD, FLORIDA 32750
PH (407) 869-5002, FAX (407) 869-8393
CERTIFICATE OF AUTHORIZATION # LB 6767

SKETCH AND DESCRIPTION

(THIS IS NOT A SURVEY)
UTILITY EASEMENT



PROJECT: 06185

SEE SHEET 1 FOR LEGAL
01/28/2021
SHEET 2 OF 2

**Associated Land Surveying
& Mapping, Inc.**

1681 POWELL STREET LONGWOOD, FLORIDA 32750
PH (407) 889-5002, FAX (407) 889-5003
CERTIFICATE OF AUTHORIZATION # LB 6767

SKETCH AND DESCRIPTION

(THIS IS NOT A SURVEY)

UTILITY EASEMENT

LEGAL DESCRIPTION

A PORTION OF GOVERNMENT LOT 1, SECTION 25, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF MAIN STREET AND THE WEST LINE OF LOT 11, EDWARD'S NEWTOWN ADDITION TO THE CITY OF LEESBURG, FLORIDA ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 6, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN S 89°55'35" E ALONG THE SOUTH RIGHT-OF-WAY LINE OF MAIN STREET A DISTANCE OF 433.42 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 89°55'35" E ALONG SAID SOUTH-RIGHT-OF-WAY LINE A DISTANCE OF 15.00 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, RUN S 00°04'25" W, A DISTANCE OF 20.00 FEET; THENCE RUN N 89°55'35" W, A DISTANCE OF 15.00 FEET; THENCE RUN N 00°04'25" E, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 300 SQUARE FEET, MORE OR LESS.

SURVEYORS NOTES:

- 1) SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
- 2) BEARINGS BASED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MAIN STREET HAVING AN ASSUMED BEARING OF S 89°55'35" E
- 3) THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, RIGHTS OF WAY, RESTRICTIONS, OWNERSHIP OR OTHER MATTERS OF RECORD.

SEE SHEET 2 FOR SKETCH

PROJECT: 06185

01/28/2021
SHEET 1 OF 2

PREPARED BY:

I CERTIFY THAT THIS MEETS OR EXCEEDS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472, FLORIDA STATUTES.

EDWARD M. WILDERMAN

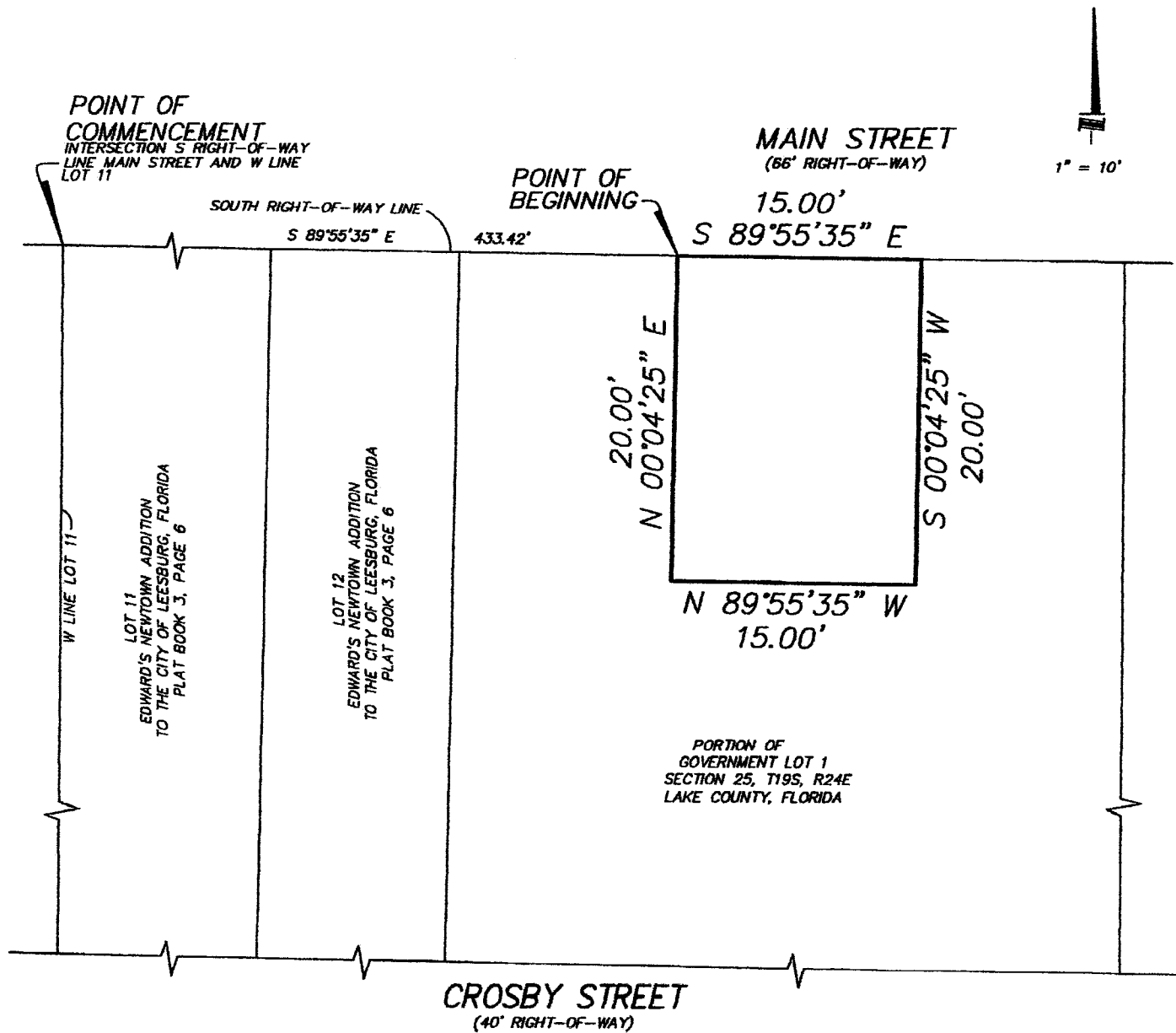
FLORIDA REGISTERED SURVEYOR AND MAPPER CERTIFICATE NO. 47729

**Associated Land Surveying
& Mapping, Inc.**

1681 POWELL STREET LONGWOOD, FLORIDA 32750
PH (407) 889-8882 FAX (407) 889-8883
CERTIFICATE OF AUTHORIZATION # LB 6767

SKETCH AND DESCRIPTION

(THIS IS NOT A SURVEY)
UTILITY EASEMENT



PROJECT: 06185

SEE SHEET 1 FOR LEGAL
01/28/2021
SHEET 2 OF 2

**Associated Land Surveying
& Mapping, Inc.**

1681 POWELL STREET LONGWOOD, FLORIDA 32750
PH (407) 869-9002, FAX (407) 869-8393
CERTIFICATE OF AUTHORIZATION # LB 6767

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.9.

Meeting Date: April 26, 2021

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Second Amendment to Amended and Restated Ground Lease between the City of Leesburg and Venetian Gardens Site Holdings, LLC; and providing an effective date.

Staff Recommendation:

Approve Second Amendment to the Ski Beach Restaurant lease.

Analysis:

Previously the Commission approved the First Amendment to the Ski Beach Restaurant lease by adjusting the construction commencement date to September 1, 2021. Due to COVID-19 and material shortages, the developers are also requesting adjustment of the completion date from 10 months to 14 months.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

Submission Date and Time:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
SECOND AMENDMENT TO AMENDED AND RESTATED GROUND LEASE
BETWEEN THE CITY OF LEESBURG AND VENETIAN GARDENS SITE
HOLDINGS, LLC; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute a Second Amendment to Amended and Restated Ground Lease agreement with Venetian Gardens Site Holdings, LLC, (Roy T. Boyd, III, Manager), whose address is 1720 SE 16th Avenue, Building 200, Ocala, Florida 34470.

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 26th day of April 2021.

Mayor

ATTEST:

City Clerk

**SECOND AMENDMENT TO AMENDED AND
RESTATED GROUND LEASE**

THIS AMENDMENT is entered into on the date shown below, between **THE CITY OF LEESBURG, FLORIDA**, as Landlord, and **VENETIAN GARDENS SITE HOLDINGS, LLC**, as Tenant,

WITNESSETH:

THAT the parties previously entered into an Amended and Restated Ground Lease (the “Lease”) which was effective as of July 24, 2018. Section 7.1 of the Lease required Tenant to commence construction of improvements on the leased site by a specified deadline. Due to delays from the COVID-19 pandemic and other factors beyond the control of the parties, the Lease was amended to specify a new deadline for commencement of construction. The parties now deem it desirable to amend the Lease further, to allow additional time for completion of construction, due to developing materials shortages in the construction market.

NOW THEREFORE, in consideration of the Lease, the mutual covenants and promises contained in this Amendment, 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 hereby acknowledged, Landlord and Tenant agree to amend the Lease as set forth below:

1. Section 7.1 of the Lease requires Tenant to commence construction of the Construction of the Restaurant within three hundred sixty five (365) days of the Delivery Date and complete construction of the Restaurant and obtain a certificate of occupancy within two hundred seventy (270) days of commencement of construction. That deadline was amended previously to require Tenant to commence construction of the Restaurant no later than September 1, 2021, and to complete construction of the Restaurant and obtain a certificate of occupancy for it within two hundred seventy (270) days of the date construction is commenced.

2. Section 7.1 of the Lease is now further amended to provide that construction of the Restaurant must be completed, and a Certificate of Occupancy for it obtained, no later than fourteen (14) months from the date on which construction commences. The deadline for commencing construction shall remain unchanged by this Second Amendment.

3. If Tenant fails to commence construction by the deadline specified above, or having commenced fails to reach substantial completion within fourteen (14) months after commencement, Tenant shall execute a termination of the Lease in recordable form, and turn over to Landlord all engineering, site plans, soil borings, construction plans, permitting documents and other documentation related to the design, permitting and construction of improvements on the property, together with a general assignment of all permits and approvals to the extent they are assignable.

4. Except as specifically amended by this instrument and the initial Amendment, the Lease shall continue in full force and effect as initially executed between the parties.

5. This Amendment 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

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

6. Nothing expressed or referred to in this Amendment 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 the Lease or this Amendment, or any provision hereof, it being the intention of the parties hereto that this Amendment and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Amendment and their respective successors and assigns, and that no third party beneficiaries are to be created either expressly or by implication.

7. The Effective Date of this Amendment shall be the date on which it receives final approval by the Leesburg City Commission, at a public meeting where a quorum is present, and this Amendment was duly placed on the agenda for consideration and disposition.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Amendment on the dates shown below.

THE CITY OF LEESBURG, FLORIDA

BY: _____
JOHN CHRISTIAN, Mayor

ATTEST: _____
ANDI PURVIS, City Clerk

DATE: _____, 2021

APPROVED AS TO FORM AND CONTENT:

CITY ATTORNEY

VENETIAN GARDENS SITE
HOLDINGS, LLC

BY: _____
ROY T. BOYD, III, Manager

DATE: _____, 2021

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.10.

Meeting Date: April 26, 2021

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement to Donate Property and a Quitclaim Deed between the City of Leesburg and the Community Development Corporation of Leesburg, Inc. (the "CDC"); and providing an effective date.

Staff Recommendation:

Approve resolution granting quit claim deed to the CDC.

Analysis:

The CDC has requested the donation of a lot the City gained from code enforcement action. This lot is located on North East Street (just east of the new Public Works Facility). The purpose is to construct housing.

Procurement Analysis:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AN AGREEMENT TO DONATE PROPERTY AND A QUITCLAIM DEED
BETWEEN THE CITY OF LEESBURG AND THE COMMUNITY
DEVELOPMENT CORPORATION OF LEESBURG, INC. (THE "CDC"); AND
PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an Agreement to Donate Property and a Quitclaim Deed with the Community Development Corporation of Leesburg, Inc. (the "CDC"), whose address is 314 S. Canal Street, Leesburg, Florida.

THAT the Quitclaim Deed between the City of Leesburg and the Community Development Corporation of Leesburg, Inc. (the "CDC") is hereby approved and accepted.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 26th day of April 2021.

Mayor

ATTEST:

City Clerk

AGREEMENT TO DONATE PROPERTY

THIS AGREEMENT is entered into between THE CITY OF LEESBURG, FLORIDA (the “City”), and the COMMUNITY DEVELOPMENT CORPORATION OF LEESBURG, INC. (the “CDC”),

WHEREAS, the City owns the real property (the “Property”) legally described on Exhibit “A” attached, which it acquired through foreclosure of Code Enforcement Liens against the Property, and

WHEREAS, the City has deemed the Property to be surplus, and not needed for municipal purposes, and

WHEREAS, the CDC operates programs which provide housing for persons of low and moderate income, to assist in preparing them for home ownership or to encourage first time home ownership, and

WHEREAS, these programs of the CDC serve a public purpose by assisting citizens with finding affordable rental housing and training them for future home ownership, and

WHEREAS, the CDC has requested that the City donate the Property to it to be used in the CDC’s housing programs described above, and the CDC is willing to accept the Property under the conditions outlined in this Agreement, and to utilize the Property for public purposes,

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and other good and valuable considerations, the receipt and sufficiency of which is acknowledged by each party for the benefit and reliance of the other, the City and the CDC agree as set forth below:

1. The parties agree the statements above are true and correct, and are incorporated into this Agreement in all respects.

2. The City will donate the Property to the CDC, free of monetary consideration, subject to the terms and conditions of this Agreement.

3. The CDC will accept the Property from the City in its as – is, where – is condition, with all faults and defects. The CDC understands that the City acquired the Property through Code Enforcement proceedings, which in itself suggests the Property may suffer from defects in physical condition, some of which may be substantial, and releases the City from any obligation (whether express or implied in law) to inspect the Property or to disclose any defects, known or unknown. The CDC specifically agrees it has conducted such due diligence on, and investigation of, the Property, as it deems necessary and appropriate, and that the City will bear no responsibility whatsoever for any condition or defect of the Property or any structure located on the Property, no responsibility to repair or pay for repair of the Property or of any structure on it, and no liability for any death, injury, damage to property, or other liability arising out of the Property or its condition, once title is deeded to the CDC.

4. The CDC will indemnify the City, and hold it harmless, against all claims and causes of action accruing on or after the date the Property is deeded to the CDC, arising out of or in any way related to the Property, or any condition on or defect in the Property or any structure on it, and shall reimburse the City in full upon demand for any attorneys' fees, costs, or expenses the City incurs in connection with any such claim or cause of action.

5. The CDC will bear sole responsibility to obtain and pay for any due diligence items, such as but not limited to title insurance; survey; environmental site assessments; inspections of roof, electrical systems, plumbing systems, heating, air conditioning, appliances, or any other aspect of the Property, any structure on the Property or the contents of any structure. The City shall not be obligated to furnish or pay for any due diligence items whatsoever. By accepting title to the Property, the CDC will be presumed conclusively to have accepted it in as – is condition with all faults.

6. Conveyance of the Property to the CDC by the City shall be by way of quitclaim deed with no warranties.

7. Within not more than 180 days after the date on which title to the Property is conveyed to it, the CDC will commence repairs or demolition of any structures on the Property, and shall prosecute such repairs or demolition diligently to bring all the property into compliance with building, housing and property maintenance codes. The CDC will then take all steps reasonably necessary to see that all structures are kept in compliance with all applicable codes. All such work must be done at the CDC's expense without contribution from the City. Upon completion of renovations or demolition, the Property shall be marketed and sold to a first time home buyer, to be occupied as the buyer's principal residence.

8. The CDC shall, upon receipt of title to the Property, undertake maintenance of the lawns and grounds of the Property and shall keep the lawns and grounds mowed, free of trash and debris, and otherwise in compliance with the City's codes and ordinances, at CDC expense. The CDC acknowledges that the City obtained the Property due to Code Enforcement efforts and would not have donated the Property to the CDC but for the covenant of the CDC to maintain the Property and keep it free of further code violations.

9. The Property shall be utilized by the CDC and the buyer, for the public purposes expressed in this Agreement and as an owner occupied residence of the buyer, for a minimum period of ten years following the date on which the Property is conveyed to the CDC, and except as otherwise specifically authorized in this Agreement, neither the CDC nor its buyer may sell or otherwise alienate title to the Property to any person or entity other than a first time home buyer who will occupy the Property as his or her principal residence, until expiration of that ten year period, without the prior approval of the City Commission, by resolution adopted at a public hearing. The CDC understands this requirement is necessary to assure the City adheres to the requirements of Florida law which prohibit municipalities from expending assets other than for public purposes.

10. The CDC will pay all documentary stamp taxes due on the deed conveying the Property, and all recording costs due in connection with this donation, at the time the deed is executed by the City.

11. This Agreement 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 Agreement and to have been extinguished except to the extent specifically set forth herein. This Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement.

12. The CDC may not assign any of its rights under this Agreement, or delegate any of its duties, without the prior, written consent of the City.

13. In any action or proceeding arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable court costs and attorneys' fees, whether at trial, on appeal, in any proceedings in bankruptcy or insolvency, and in any proceedings to collect or enforce a judgment.

14. This Agreement may be enforced only by the City and the CDC. Neither party intends to create any third party beneficiaries of this Agreement, and the benefits of this Agreement shall inure only to the named parties. This Agreement shall be enforced evenly as between the parties without regard to which party bore the principal role in drafting it.

15. The Property shall be conveyed to the CDC within no more than 30 days after both parties have signed this Agreement.

IN WITNESS WHEREOF, the City and the CDC have caused their duly authorized representatives to enter into this Agreement on the dates shown below.

COMMUNITY DEVELOPMENT
CORPORATION OF LEESBURG, INC.

(Type or print name of witness)

BY: _____

Type or print name and corporate title

(Type or print name of witness)

DATE: _____, 2021

THE CITY OF LEESBURG, FLORIDA

BY: _____
JOHN CHRISTIAN, Mayor

Attest: _____
ANDI PURVIS, City Clerk

DATE: _____, 2021

APPROVED AS TO FORM AND CONTENT:

CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

That part of the Northwest 1/4 of the Northeast 1/4 of Section 25, Township 19 South, Range 24 East, in the City of Leesburg, Florida, bounded and described as follows: From the Southwest corner of Lot 7 in Block "F" in Jackson's Newtown Addition, according to the plat thereof recorded in Plat Book 1, page 26, Public Records of Lake County, Florida, run West along the Westerly extension of the South line of said Lot 7 a distance of 1.36 feet to the Point of Beginning of this description. From said Point of Beginning, run South, parallel with the West line of said Northeast 1/4, a distance of 56.68 feet to a concrete monument; thence West, parallel with the North line of the right of way of Main Street, 105 feet; thence South, parallel with the West line of said Northeast 1/4, a distance of 33 feet; thence West, parallel with the North line of the right of way of Main Street, 90 feet to a point that is 15 feet East of the West line of said Northeast 1/4; thence North, parallel with and 15 feet East of the West line of said Northeast 1/4, a distance of 89.68 feet, more or less, to a point that is West of the Point of Beginning; thence East to Point of Beginning. LESS AND EXCEPT the South 33 feet of the West 90 feet of Parcel 1.

AND

PARCEL 2:

That part of the Northwest 1/4 of the Northeast 1/4 of Section 25, Township 19 South, Range 24 East, in Lake County, Florida, bounded and described as follows: Begin at the Southwest corner of Lot 7 in Block "F" according to the Plat of Jackson's Newtown Addition to the City of Leesburg, Florida, recorded in Plat Book 1, page 26, Public Records of Lake County, Florida, run thence North to the Southeast corner of Lot 8 in Block "F" in the said subdivision; thence run West to the Southwest corner of Lot 9 in Block "F" in the said subdivision; thence run South to a point West of the Point of Beginning; thence run East to the Point of Beginning.

THIS INSTRUMENT PREPARED BY & RETURN TO:
Fred A. Morrison
P.O. Box 491357
Leesburg, Florida 34749 – 1357

Quitclaim Deed

RESERVED FOR RECORDING

THIS QUIT CLAIM DEED, executed this ____ day of _____, 2021, by **THE CITY OF LEESBURG, FLORIDA**, whose address is P.O. Box 490630, Leesburg, Florida 34749, first party, to **COMMUNITY DEVELOPMENT CORPORATION OF LEESBURG, INC.**, whose address is 314 South Canal Street, Leesburg, Florida 34748, second party:

(Wherever used herein, the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so requires.)

WITNESSETH, That the said first party, for and in consideration of the sum of TEN AND NO/100----(\$10.00)----Dollars, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Lake, State of Florida, to-wit:

PARCEL 1:

That part of the Northwest 1/4 of the Northeast 1/4 of Section 25, Township 19 South, Range 24 East, in the City of Leesburg, Florida, bounded and described as follows: From the Southwest corner of Lot 7 in Block "F" in Jackson's Newtown Addition, according to the plat thereof recorded in Plat Book 1, page 26, Public Records of Lake County, Florida, run West along the Westerly extension of the South line of said Lot 7 a distance of 1.36 feet to the Point of Beginning of this description. From said Point of Beginning, run South, parallel with the West line of said Northeast 1/4, a distance of 56.68 feet to a concrete monument; thence West, parallel with the North line of the right of way of Main Street, 105 feet; thence South, parallel with the West line of said Northeast 1/4, a distance of 33 feet; thence West, parallel with the North line of the right of way of Main Street, 90 feet to a point that is 15 feet East of the West line of said Northeast 1/4; thence North, parallel with and 15 feet East of the West line of said Northeast 1/4, a distance of 89.68 feet, more or less, to a point that is West of the Point of Beginning; thence East to Point of Beginning.

LESS AND EXCEPT the South 33 feet of the West 90 feet of Parcel 1.

AND

PARCEL 2:

That part of the Northwest 1/4 of the Northeast 1/4 of Section 25, Township 19 South, Range 24 East, in Lake County, Florida, bounded and described as follows: Begin at the Southwest corner of Lot 7 in Block "F" according to the Plat of Jackson's Newtown Addition to the City of Leesburg, Florida, recorded in Plat Book 1, page 26, Public Records of Lake County, Florida, run thence North to the Southeast corner of Lot 8 in Block "F" in the said subdivision; thence run West to the Southwest corner of Lot 9 in Block "F" in the said subdivision; thence run South to a point West of the Point of Beginning; thence run East to the Point of Beginning.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien equity and claim whatsoever of the said first party, either in law or in equity, to the only proper use, benefit and behoof of the said second party forever.

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

THE CITY OF LEESBURG, FLORIDA

BY: _____
JOHN CHRISTIAN, Mayor

ATTEST: _____
ANDI PURVIS, City Clerk

{OFFICIAL SEAL}

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned Notary Public, appeared, either by means of ☐ physical presence, or ☐ online notarization, John Christian, as Mayor, and Andi Purvis, as City Clerk, respectively, of the City of Leesburg, Florida, who acknowledged before me on the _____ day of _____, 2021, that they executed the foregoing instrument, and who were either {CHECK ONE} ☐ personally known to me, or who ☐ produced _____ as identification.

NOTARY PUBLIC SIGNATURE

Commission Number

Type or print name of Notary Public

Commission Expiration Date

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: April 26, 2021

From: Dan Miller, (Planning and Zoning Manager)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 20.63 +/- acres from C-3 (General Commercial) and R-2 (Medium Density Residential) to PUD (Planned Unit Development) to allow for mixed use development for a property generally located west of U.S. Highway 27 and north of County Road 25A, as legally described in Section 34, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Manuella Apts.)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from R-2 (Medium Density Residential) and C-3 (General Commercial) to City PUD (Planned Unit Development) to allow for a mixed use (residential and commercial) development.

Analysis:

The project site is approximately 20.6 +/- acres, and is generally located west of U.S. Highway 27, and north of County Road 25A as shown on the attached maps. At this time, the property is vacant and undeveloped. The proposal will allow for a mixed use residential and commercial development. The residential portion of this property is expected to be marketed as deed restricted for use by teachers and first responders. The existing land uses surrounding the property are residential and commercial to the north and east with residential and undeveloped land to the south and west. City of Leesburg utilities are available nearby. Per request of the City Commission, Staff has added language to the PUD document increasing the landscaping and fencing requirements.

The Planning Commission held a public hearing on the application on November 19, 2020 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to PUD (Planned Unit Development);or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

A positive fiscal impact will result upon completion of this project. This will include new impact fees, ad valorem taxes and utility fees.

Submission Date and Time:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 20.63 +/- ACRES FROM C-3 (GENERAL COMMERCIAL) AND R-2 (MEDIUM DENSITY RESIDENTIAL) TO PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR MIXED USE DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 27 AND NORTH OF COUNTY ROAD 25A, AS LEGALLY DESCRIBED IN SECTION 34, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (MANUELLA APTS.)

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

Section 1.

Based upon the petition of Werner Macedo, D32 Invest, LLC, 6725 Conroy Road, Suite 422, Orlando, Florida, (Greg Beliveau, agent) petitioner of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from R-2 (Medium Density Residential) and C-3 (General Commercial) to City PUD (Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit B)

Section 2.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 26th day of April 2021.

THE CITY OF LEESBURG

Mayor

ATTEST:

City Clerk

**MANUELLA APARTMENTS
D32 INVEST, LLC
PLANNED UNIT DEVELOPMENT CONDITIONS
November 19, 2020**

This Planned Unit Development Conditions document for a PUD (Planned Unit Development) zoning district is granted by the City of Leesburg, Lake County, Florida to **D32 INVEST, LLC (Greg Beliveau, Petitioner)** herein known as the "Permittee", who shall be subject to the terms and conditions as set forth herein pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

"Permittee" is hereby requesting a Planned Unit Development (PUD) zoning district to allow development of a property comprised of residential uses and activities on approximately 21 acres, generally located west of U.S. Highway 27 and north of County Road 25A on a site within the city limits of the City of Leesburg in accordance with their PUD application and supplemental information.

PURPOSE

The purpose of this document is to provide appropriate zoning standards for a high quality built environment through the application of flexible and diversified land development requirements, which shall be implemented in conjunction with a master site development plan and the City of Leesburg Code of Ordinances, therefore allowing for more efficient and optimal use of the subject property 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

- A. Permission is hereby granted **D32 INVEST, LLC (Greg Beliveau, Petitioner)**, to build, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, subject to all appropriate federal, state and local permitting codes, standards and requirements.

2. LEGAL DESCRIPTION:

- A. The property is more particularly described below.
See attached legal "Exhibit B"

3. PERMITTED AND EXCLUDED USES

The above described property, containing approximately 21 acres, shall be used for residential and commercial purposes, pursuant to the requirements of this document and City of Leesburg development codes, requirements and standards, and as noted below.

A. Permitted Uses

The following uses are considered permitted uses on the subject property, to be located within the separate adjacent commercial and residential areas:

- i. Residential uses shall be as shown below,
 - a. Multi-family dwellings (within the residential area and defined as 4+ units per building)
- ii. Commercial uses shall be as shown below, except as shown in B. *Excluded Uses* below.
 - a. Animal Hospital/Vet Clinics
 - b. Car wash, full or self service
 - c. Commercial Parking
 - d. Indoor recreation
 - e. Office uses
 - f. Medical offices
 - g. Personal Services
 - h. Restaurants
 - i. Retail Sales & Service
 - j. Convenience store with gas pumps

B. Excluded Uses

The following uses shall not be permitted on the subject property:

- i. Automotive uses
- ii. Transient facilities
- iii. Mini storage units
- iv. Industrial uses
- v. Thrift stores
- vi. Liquor/package stores
- vii. Bars/clubs/lounges
- viii. Check-cashing stores
- ix. Warehouse/freight storage
- x. Waste related uses
- xi. Truck stops
- xii. Tattoo parlors
- xiii. Firing ranges
- xiv. Funeral Home/Mortuary/Crematory uses
- xv. Waste related uses
- xvi. Any similar uses which are not considered residential or commercial in nature, character or intensity, which may adversely impact or otherwise be incompatible with the adjoining properties due to noise, dust, vibration, odor, etc.

C. Accessory Uses

Accessory uses shall be permitted as follows:

- i. Temporary modular sales center offices and construction offices.
- ii. Accessory structures per City of Leesburg Code of Ordinances

4. **LOT DEVELOPMENT STANDARDS**

- A. Development Areas – The property shall be divided into two separate development areas.
- i. Area 1 - shall permit both commercial and residential development. This area shall consist of the approximately ten (10) acre area currently having a future land use category of General Commercial. This area may contain a maximum of 15,000 square feet of commercial space and a maximum of fifteen (15) residential units per acre.
 - ii. Area 2 shall permit residential uses only. This area shall consist of the 11+/- acres of land currently having a future land use category of Low Density. This area may contain a maximum of eight (8) units per acre.
- B. Density/Intensity
- i. Overall Residential Density- The project shall contain a maximum of 238 residential units on approximately 21 acres, at a maximum density not to exceed eight (8) units per acre on the Low Density Future Land Use, and fifteen (15) units per acre on the General Commercial Future Land Use, for an average density of 11.4 units per acre, as noted above under *A. Development Areas*.
 - ii. Commercial Intensity – The project shall contain a maximum of 15,000 square feet of commercial building development as noted above under *A. Development Areas*.
- C. Minimum Lot Development Standards
- i. Residential - Minimum lot development standards shall be those of the R-3 (High Density Residential) zoning district, except as amended by these conditions.
 - ii. Commercial -- - Minimum lot development standards shall be those of the C-3 (Highway Commercial) zoning district, except as amended by these conditions.
 - iii. 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).
- D. Setbacks
- i. Minimum building setbacks, as measured from the property lines shall be:
 - i. Commercial development: As required by the C-3 (Highway Commercial) zoning district
 - ii. Residential development: As required by the R-3 (High Density Residential) zoning district
 - iii. Interior buildings shall have a setback of thirty feet from the edge of pavement (travel lane).
 - ii. Minimum distance between structures shall be twenty (20) feet; measured from the nearest vertical wall of the nearest adjacent building.
 - iii. 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.
 - iv. Accessory structures shall not be constructed within required buffer areas.

- E. Building Height
 - i. Residential Structures: maximum height for residential structures shall be two (2) stories, or thirty-five (35) feet.
 - ii. Commercial Structures: maximum height for commercial structures shall be two stories or thirty-five (35) feet.
 - iii. Accessory Structures: maximum height for accessory structures shall be fifteen (15) feet.
- F. Impervious Surface Coverage
 - i. Impervious surface coverage shall not exceed seventy (75) percent of the total property, and open space shall not be less than twenty-five (25) percent of the total property area.
- G. 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. **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 C) and City of Leesburg landscape code requirements. In addition, at the direction of the City Commission (01/25/2021 meeting), Staff shall review all landscape plans for this development, particularly but not limited to areas along U.S. Highway 27. and County Road 25A, in a manner as to increase the number, type and design of plantings to achieve a more aesthetically pleasing environment.
- 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 C, Conceptual Site Plan attached hereto, or as amended during the development review process.
- ii. Landscape Boundary Buffers shall be as follows
 - i. Perimeter Buffer: 25 (twenty-five) feet
 - ii. Where the project is adjacent to wetlands, the wetland buffers noted elsewhere in this document shall prevail.
- iii. 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.
 - iv. 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. St. Augustine grass shall not be used due to excessive water consumption.
 - v. 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 be contain with 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 200 square feet, and contain at a minimum, one canopy or understory tree, plus shrubs and groundcover.
 - iii. Parking lot landscaping shall comply with the general conceptual design shown in Exhibit C attached hereto and all landscape requirements of the City of Leesburg Code of Ordinances.
 - 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. Wall Buffer Requirement
 - i. The western and northern property lines adjacent to Southpointe subdivision shall have a ~~six (6)~~ eight (8) foot fence as a solid visual buffer to the properties ~~on the within adjacent~~ to the Southpointe subdivision, and shall be constructed of PVC or similar synthetic material that forms a solid opaque visual buffer.
- F. 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. Parking areas and vehicle access areas shall not be considered in calculating open space.
- G. Variations to Landscape Requirements
 - i. Variations to the requirements of this section of the PUD document may be approved by the Planning and Zoning Manager as long as the intent of the landscaping section is maintained.

6. **ACCESS AND CIRCULATION**

- A. Internal Circulation
 - i. All drives and access points shall be constructed so that continuous vehicular and pedestrian access is available among and between all new structures on the property.
- B. Vehicular Access

- i. Appropriate vehicular access, meeting the standards and requirements herein and as required under the City of Leesburg Code of Ordinances, shall be required at the time of development of 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.

7. **PARKING**

- A. General Parking requirements
 - i. Parking for all structures shall be provided as off-street spaces pursuant to the City of Leesburg Code of Ordinances, as amended.
- 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.

8. **TRANSPORTATION IMPROVEMENTS**

- A. Traffic/Transportation Study
 - i. Traffic/transportation studies shall be submitted for new developments 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. All improvements required by the above referenced agencies shall 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. Bus Stop required
 - i. Because the proposed development lies along and near major transportation routes, a covered bus stop, adjacent to the boundary of the property, or 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, if required by any of the above referenced agencies during the development review process.
 - ii. If a bus stop/shelter is required, said facility shall be constructed prior to certificate of occupancy for the first residential building(s).

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 supports and bases of a monument sign 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. RECREATIONAL DEVELOPMENT

- A. Required recreation
 - i. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall consist of not less than 200 square feet of space per dwelling unit (1.1 acres of dedicated recreational space).
 - ii. Recreational uses permitted shall include, but are not limited to:
 - a. Community swimming pool
 - b. Clubhouse with swimming pool and fitness center
 - c. Community pavilions
 - d. Community grills
 - e. Children's playground
 - iii. Credit
 - a. Credit for recreational space shall be given for land areas dedicated to recreational activities, to include items such as a clubhouse with recreation room, swimming pool, outdoor cooking facilities such as grills, youth playgrounds, piers, docks as well as trails through buffer areas. Other similar uses which will meet the intent of this document may be supplied by the developer.
 - b. Active recreational use areas, such as swimming pools, playgrounds and trails shall be calculated at a credit rate of 1.5, such that for every 100 sf of active space provided, 150 sf of active space is credited.

11. DEVELOPMENT PHASING

- A. Phasing of Development
 - i. The proposed project may be constructed in phases in accordance with these Planned Unit Development conditions. Upon approval of this document, changes to this approved document shall be reviewed through, and revised in accordance with, the Planned Unit Development zoning review process.
 - ii. Changes to the Conceptual Development Plan or approved site plan, other than those required by 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 12 months of approval of the site plan through the City of Leesburg Development Review process. Should this implementation not be commenced within the required 12 months, a new site plan submission and review process shall be required.

12. 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.

13. WETLANDS AND FLOOD ZONES

- 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 25 feet from any wetland jurisdiction boundary, or as determined by the appropriate jurisdictional agency. Under no circumstances shall the minimum buffer width be less than 15 feet.
 - 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 homeowners association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to St. Johns River Water Management District or another legal entity such as a property owners association for ownership and maintenance.

14. **STORMWATER MANAGEMENT/FLOOD ZONES**

A. Stormwater Management and Utility Plan

- i. 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.
- ii. 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. The developer shall bear all responsibility, financial and otherwise, for the construction and installation of utility infrastructure and other improvements related to the use and development of the property, which shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.

15. **MAINTENANCE**

A. Responsibility to maintain

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

16. 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:
 - i. 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.
 - ii. 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).
 - iii. 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.
- H. Revised Plans Required
 - i. As submitted, the current building designs do not meet the requirements of this section of the PUD Conditions document, or the City's Architectural Standards under Ordinance 16-35. Approval of a site plan and construction plans shall be contingent upon the applicant providing architectural plans which meet or exceed the conditions specified herein. Should appropriate plans not be submitted, plans shall be rejected.

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 AND CAPACITY

- i. Levels of Service
 - i. As submitted, the proposed zoning change could result in demands on public facilities which could potentially exceed the current capacity of some public facilities, such as, but not limited to roads, sewage, water supply, drainage, and solid waste. No final development order (site plan and building permits) shall be granted for the proposed

development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

i. 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.

ii. Commitment of Capacity

- a. There are no previous commitments of any existing or planned excess capacity for this property.

iii. Ability to Provide Services

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

LEGAL DESCRIPTION

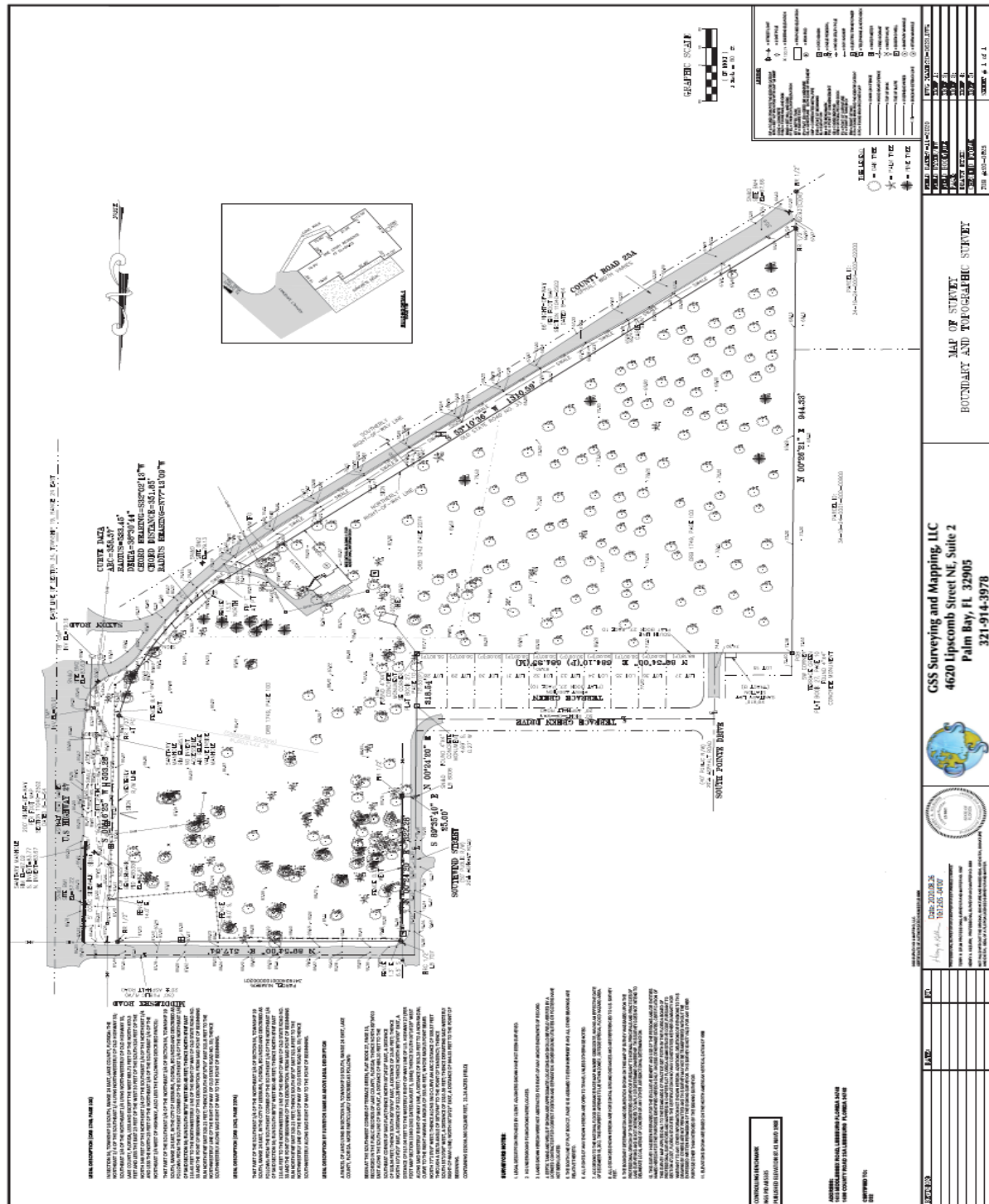
PARCEL 1:

IN SECTION 34, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA: THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ LYING NORTHWESTERLY OF OLD HIGHWAY 33; SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ LYING NORTHWESTERLY OF OLD HIGHWAY 33, LAKE COUNTY, FLORIDA,

LESS AND EXCEPT THE WEST 683.71 FEET OF THE NORTH 670.5 FEET AND LESS THE EAST 25 FEET OF THE WEST 50 FEET OF THE SOUTH 524 FEET OF THE NORTH 549 FEET OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ AND LESS THE NORTH 25 FEET OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ WEST OF HIGHWAY, AND LESS AND EXCEPT: THAT PART OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN THE CITY OF LEESBURG, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 34; RUN SOUTH $89^{\circ}52'$ WEST 800.48 FEET; THENCE NORTH 848° EAST 110.43 FEET TO THE NORTHWESTERLY LINE OF THE RIGHT OF WAY OF OLD STATE ROAD NO.33 AND THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN NORTH $8^{\circ}48'$ EAST 529.21 FEET; THENCE SOUTH $89^{\circ}37'00''$ EAST 521.8 FEET TO THE NORTHWESTERLY LINE OF THE RIGHT OF WAY OF OLD STATE ROAD NO.33; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING.

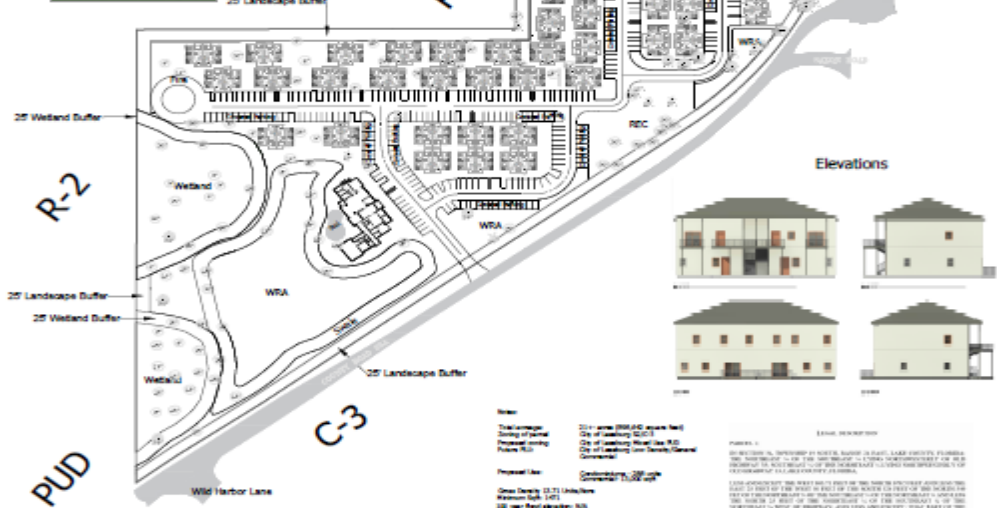
PARCEL 2:

THAT PART OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN THE CITY OF LEESBURG, FLORIDA, LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 34; RUN SOUTH $89^{\circ}52'$ WEST 800.48 FEET; THENCE NORTH 848° EAST 110.43 FEET TO THE NORTHWESTERLY LINE OF THE RIGHT OF WAY OF OLD STATE ROAD NO.33 AND THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN NORTH $8^{\circ}48'$ EAST 529.21 FEET; THENCE SOUTH $89^{\circ}37'00''$ EAST 521.8 FEET TO THE NORTHWESTERLY LINE OF THE RIGHT OF WAY OF OLD STATE ROAD NO.33; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING.





<u>Project Name: Manatee Condominiums</u>	
<u>Owner:</u>	<u>Agent:</u>
Beryl H Stokes Jr. Trustee	LPG Urban and Regional Planners, Inc.
6601 Sunnyside Dr	c/o Greg Belliveau
Leesburg, Florida 32748	1162 Camp Avenue
	Mount Dora, Florida 32757
	(352)-385-1940



September 25th, 2020 SCALE BAR 1:200

D32 Invest, LLC
Concept Plan
Leesburg, FL



Exhibit D

Residential Architectural Rendering as Submitted

(revisions required to meet Ord. 16-35)

Elevations



D1 EAST



D4 NORTH



A1 WEST



A4 SOUTH



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

OWNER: Beryl N. Stokes Jr., Trustee
PROJECT: Manuela Apartments (Mixed Use)
REQUEST: PUD (Planned Unit Development) Rezoning
CASE NO.: PUD 20-219
MEETING DATE: November 19, 2020

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed request to rezone the subject property from R-2 (Medium Density Residential) and C-3 (Highway Commercial) to PUD (Planned Unit Development), as conditioned, is compatible with adjacent and surrounding properties zoned C-3 (Highway Commercial), R-1 (Low Density Residential) and PUD (Planned Unit Development).
2. The proposed request, as conditioned, is compatible with the surrounding future land use designations of General Commercial, High Density Residential, Low Density Residential and Estate Residential.
3. The proposed request, located near and along major corridors, will provide a new workforce housing development that includes immediate access to mass transit and nearby major employers. It will assist in economic growth opportunities for citizens to participate in the future residential and commercial growth of the city.
4. The proposed request is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve the recommendation to rezone the subject property from R-2 (Medium Density Residential) and C-3 (Highway Commercial) to PUD (Planned Unit Development), as conditioned, and forward to the City Commission for consideration.

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

DATE: November 13, 2020
OWNER: Beryl N. Stokes, Jr., Trustee
PETITIONER: D32 Invest, LLC, Werner Macedo
PROJECT: Manuela Apartments
REQUEST: PUD (Planned Unit Development)
CASE NO.: PUD-20-219

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 11/13/20

FIRE

No comments from Fire Department. Amanda Stevenson 11/6/20

ELECTRIC

Electric has no objections. We will serve them. Steve Davis 11/4/20

GAS

No comments received as of 11/13/20

GIS

No comments received as of 11/13/20

BUILDING

No comments received as of 11/13/20

PUBLIC WORKS

Public Works has no issues with this. We currently have the water and wastewater capacity for this, but both are being reduced at a high rate! Clifford Kelsey 11/9/20

ADDRESSING

No comments received as of 11/13/20

ECONOMIC DEVELOPMENT

No comments received as of 11/13/20

LAKE COUNTY PUBLIC WORKS

No comments received as of 11/13/20

LAKE COUNTY SCHOOLS

The residential component of this project is subject to school concurrency review prior to final site plan approval. Let me know if you have any questions. Thank you, Helen LaValley 11/18/20

PUBLIC RESPONSES

Approval

1 approval

Disapproval

4 disapproval 3 with comments

No comment

no comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Jerome G & Mary Ann Williams –

1. The infrastructure has NEVER supported the residents and commercial business who live and work here ex: brown outs, cell phone service, traffic flow, car accidents and deaths, unnecessary foot and car (who speed inside subdivision robberies, breakins, loss of safety, retired population.
2. What happens to animal population in area. How will residents not be invaded?
3. With property being excavated; what happens when mud holes, sink holes etc. happen
4. Lighting issues
5. Noise level
6. Privacy
7. Land can't support # of inhabitants and increased stress on property
8. Restricts quality of Life for All residents
9. Flow of traffic on Highway27 already at maximum use
10. Loss of residents to leave and enter subdivision
11. I have No more room continue

Margaret & George Bolton – We are a single-family residential development with a density of 6 units per acre. We have been told the proposed development is a multi-family with 13 units per acre. We would like the maximum buffer requirements between our development and the proposed multi-family development. We would like a concrete block wall and larger trees in the landscape buffer. The property is currently wooded. The property that is directly south of our property has a future land use designation of R-2 which only allows 8 units per acre. This portion of the property should not be allowed to exceed the allowed density. We have our concerns for privacy. Thank you –

Larry G. Ragar – Added Traffic, Privacy, Security

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

DATE: October 7, 2020
OWNER: Beryl N. Stokes, Jr., Trustee
PETITIONER: D32 Invert, LLC, Werner Macedo
PROJECT: Manuela Apartments
REQUEST: PUD (Planned Unit Development)
CASE NO.: PUD-20-219

GENERAL LOCATION: The property is generally located west of U. S. Highway 27 and north of County Road 25A.

FUTURE LAND USE DESIGNATION:
General Commercial; Low Density Residential

SURROUNDING FUTURE LAND USE DESIGNATION:

North – General Commercial
South – General Commercial
East – General Commercial
West – Low Density Residential

PROPOSED FUTURE LAND USE DESIGNATION:
N/A

EXISTING ZONING DESIGNATION:
C-3 (Highway Commercial); R-2 (Medium Density Residential)

SURROUNDING ZONING DESIGNATIONS:

North – C-3 (Highway Commercial)
South – C-3 (Highway Commercial)
East – C-3 (Highway Commercial)
West – R-2 (Medium Density Residential)

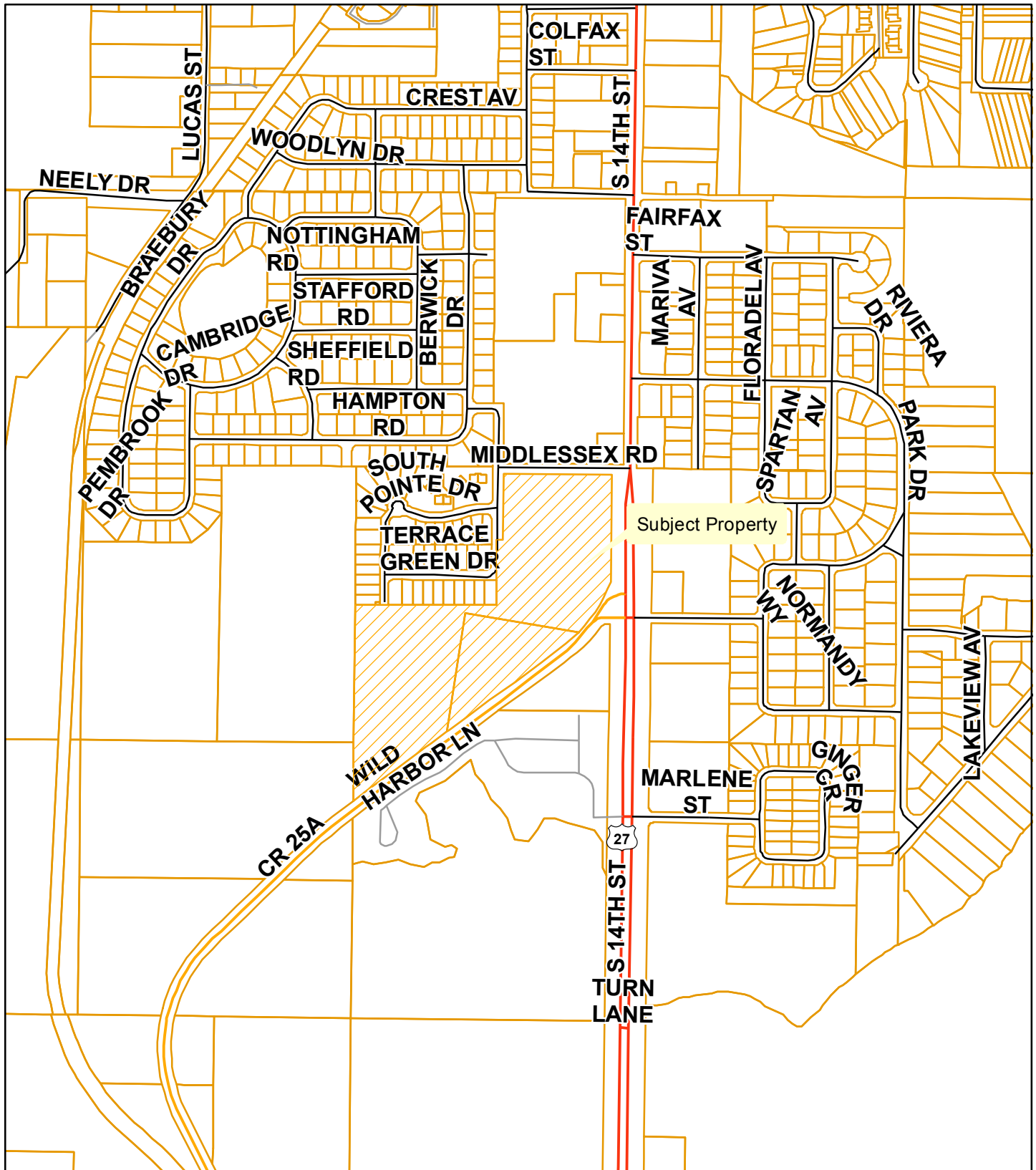
PROPOSED ZONING DESIGNATION:
PUD (Planned Unit Development)

EXISTING LAND USE:
Store and residential

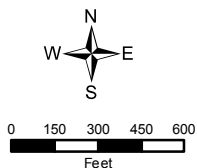
SURROUNDING LAND USE:
North – Commercial (developed)
South – Commercial (vacant)
East – Institutional; Commercial
West – Residential (vacant); Non-agriculture acreage

PROPOSED LAND USE: Mixed Use Planned Unit Development – commercial and residential

Locator

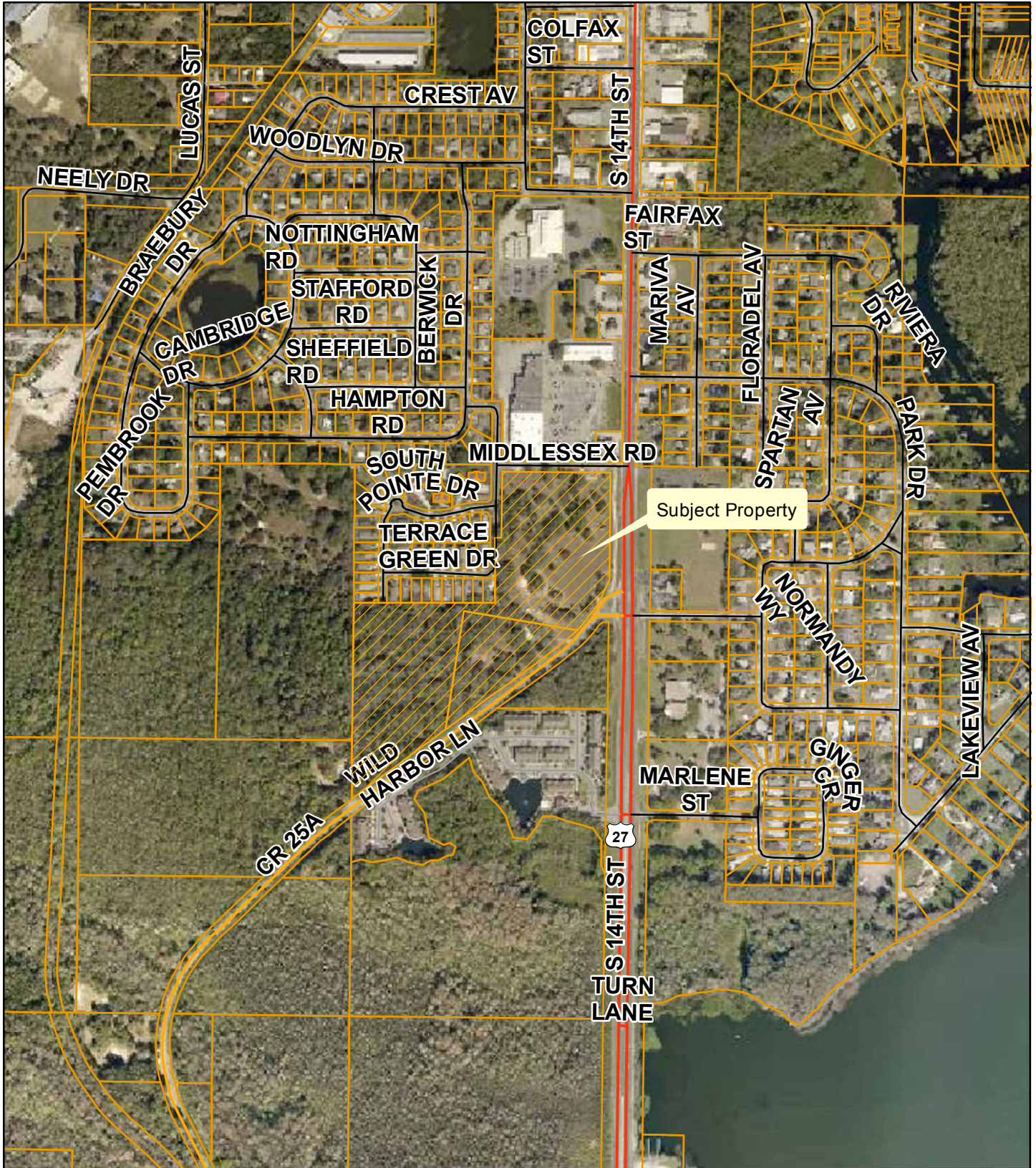


**Planning
& Zoning
Division**

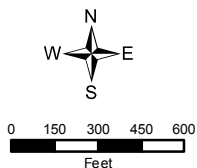


PUD-20-219 Manuela Apartments
1415 Middlessex Road
AK#: 1774764; 1774772
Section 34, Township 19 South, Range 24 East
October 7, 2020

Aerial

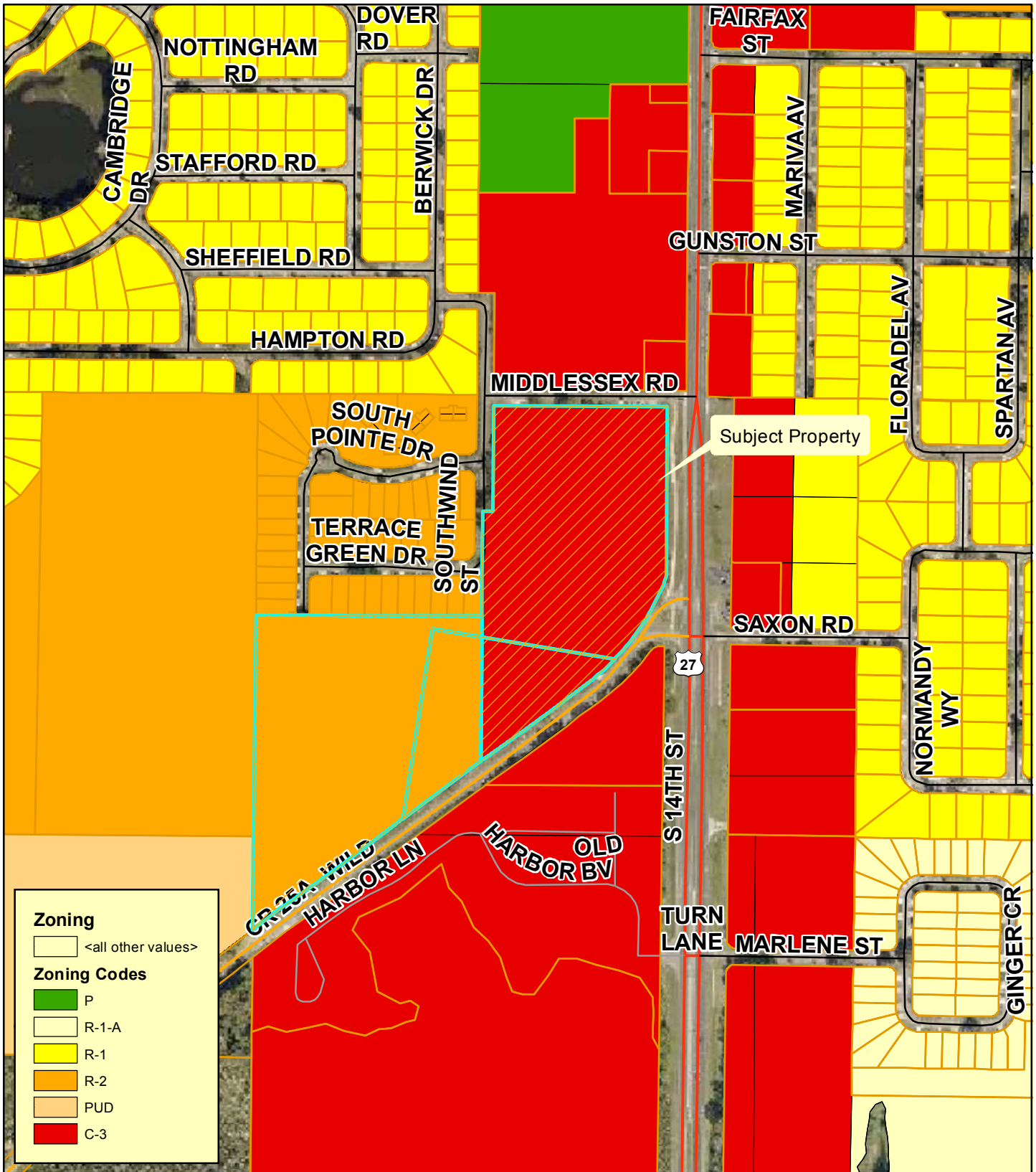


**Planning
& Zoning
Division**

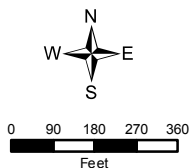


PUD-20-219 Manuela Apartments
1415 Middlessex Road
AK#: 1774764; 1774772
Section 34, Township 19 South, Range 24 East
October 7, 2020

Zoning

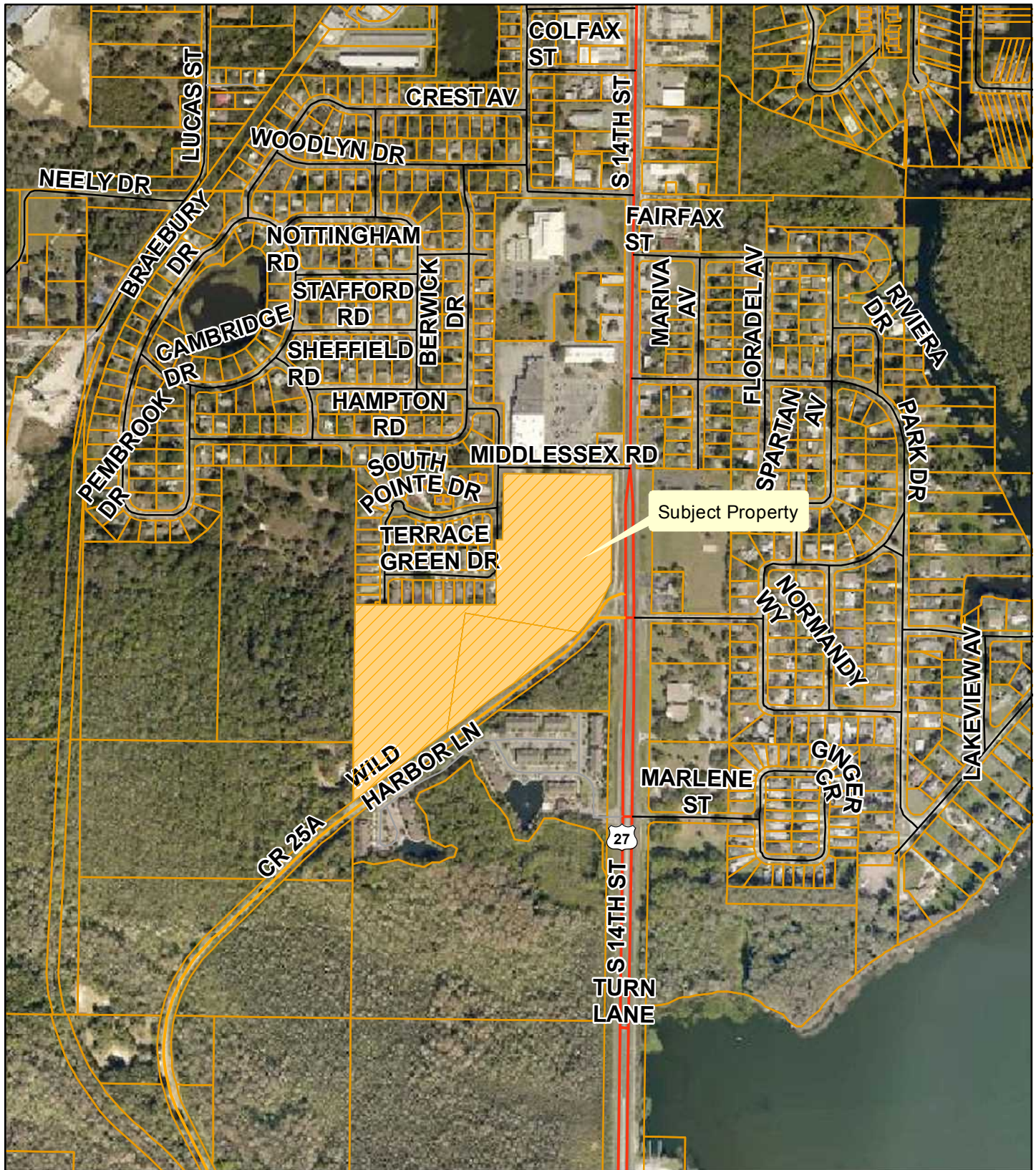


**Planning
& Zoning
Division**

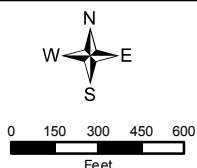


PUD-20-219 Manuela Apartments
1415 Middlesex Road
AK#: 1774764; 1774772
Section 34, Township 19 South, Range 24 East
October 7, 2020

PROPOSED Zoning

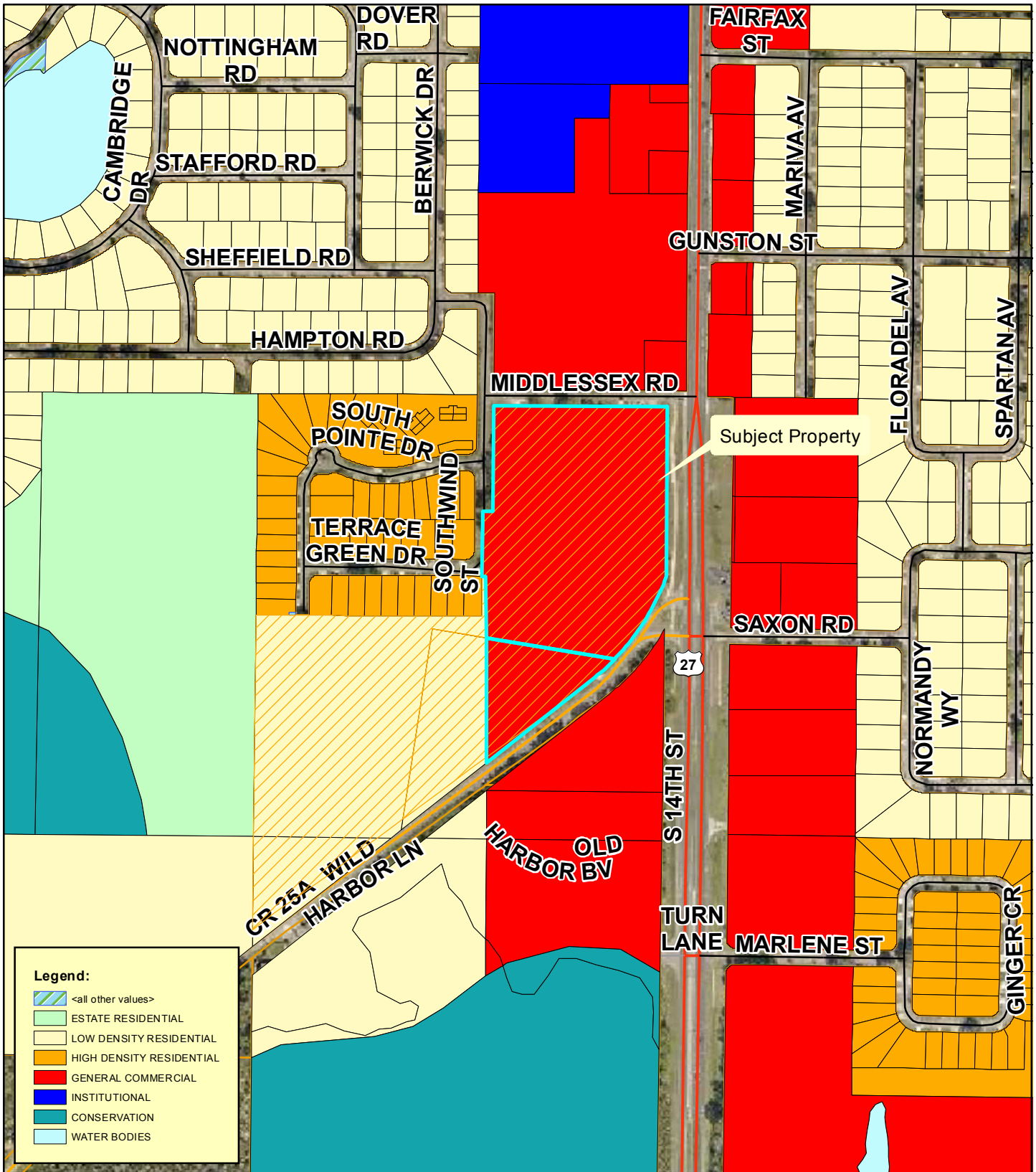


**Planning
& Zoning
Division**

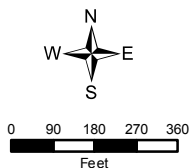


PUD-20-219 Manuela Apartments
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Future Land Use

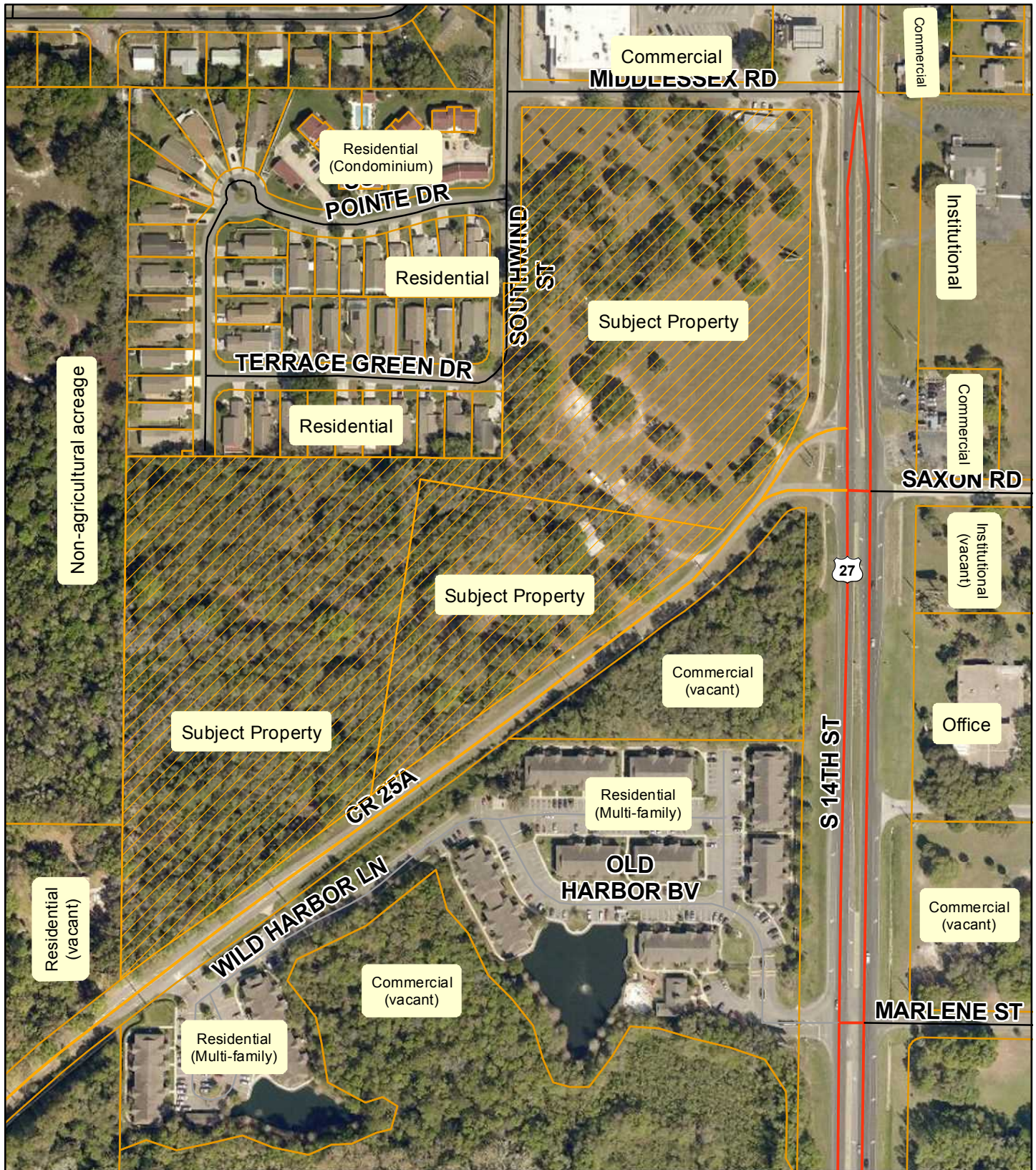


**Planning
& Zoning
Division**

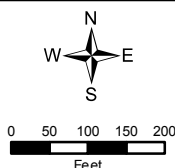


PUD-20-219 Manuela Apartments
1415 Middlessex Road
AK#: 1774764; 1774772
Section 34, Township 19 South, Range 24 East
October 7, 2020

Surrounding Land Uses

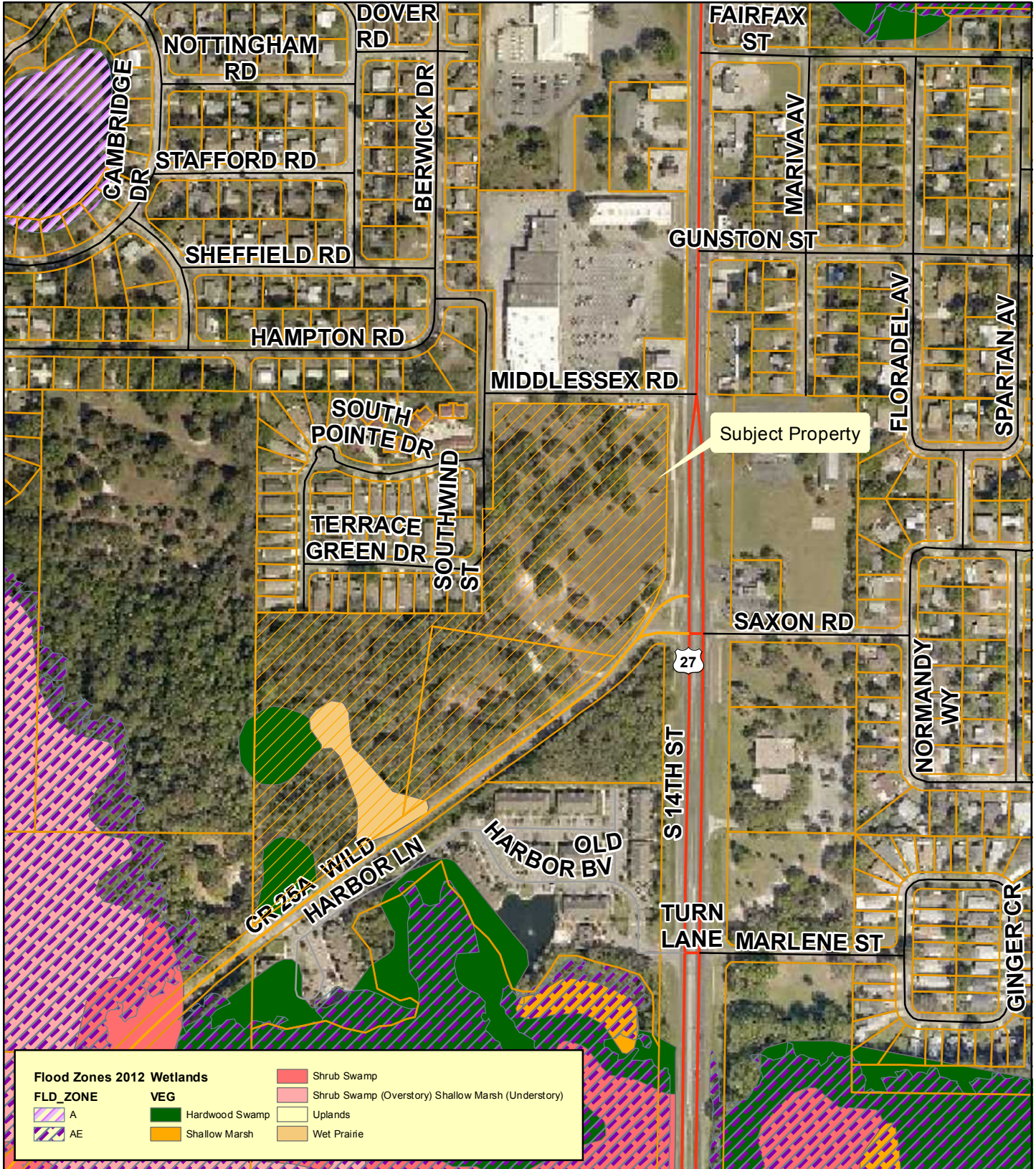


**Planning
& Zoning
Division**

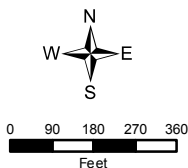


PUD-20-219 Manuela Apartments
1415 Middlessex Road
AK#: 1774764; 1774772
Section 34, Township 19 South, Range 24 East
October 7, 2020

Wetlands and Flood Zones

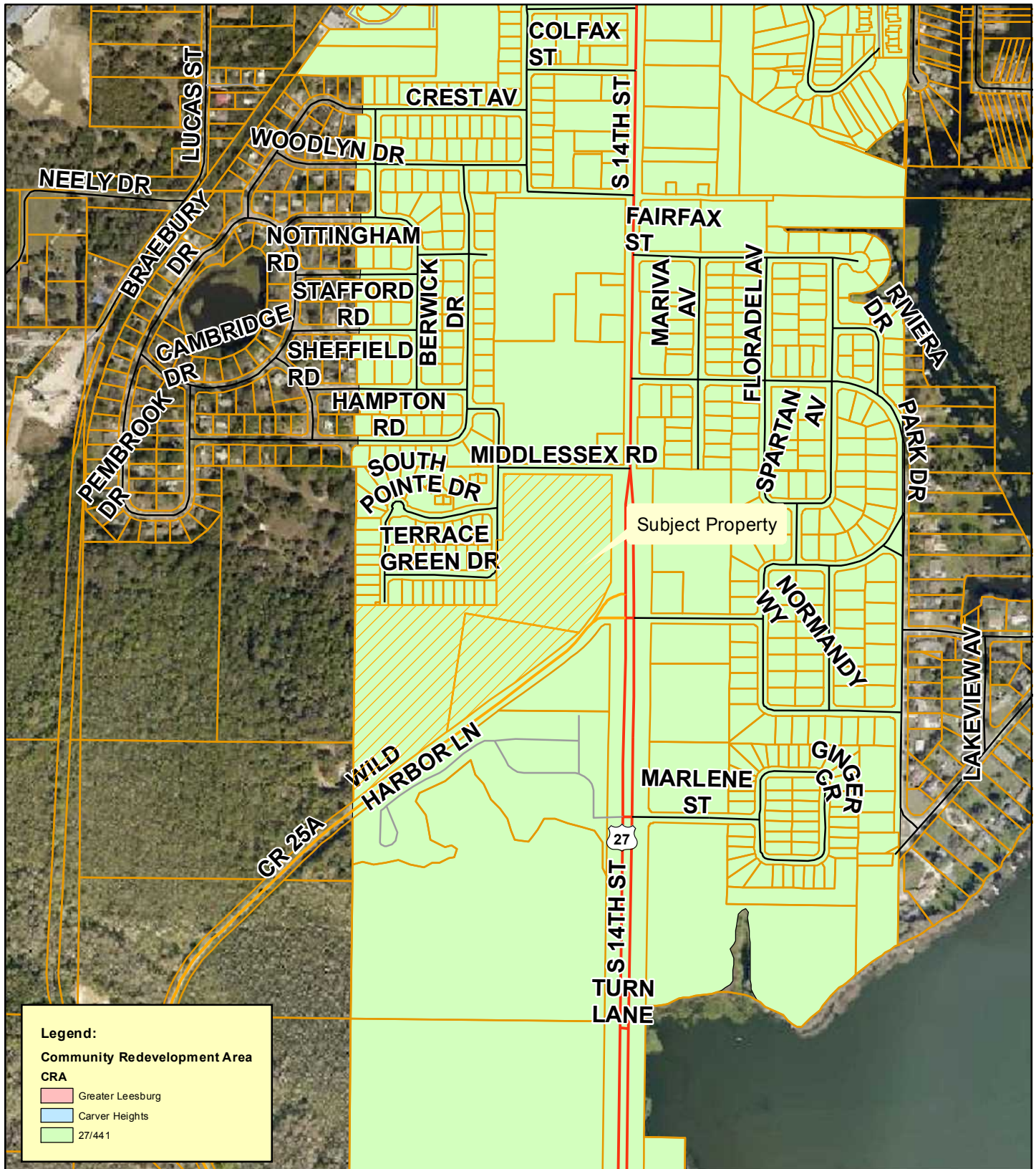


**Planning
& Zoning
Division**

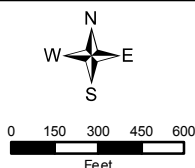


PUD-20-219 Manuela Apartments
1415 Middlesex Road
AK#: 1774764; 1774772
Section 34, Township 19 South, Range 24 East
October 7, 2020

Community Redevelopment Area

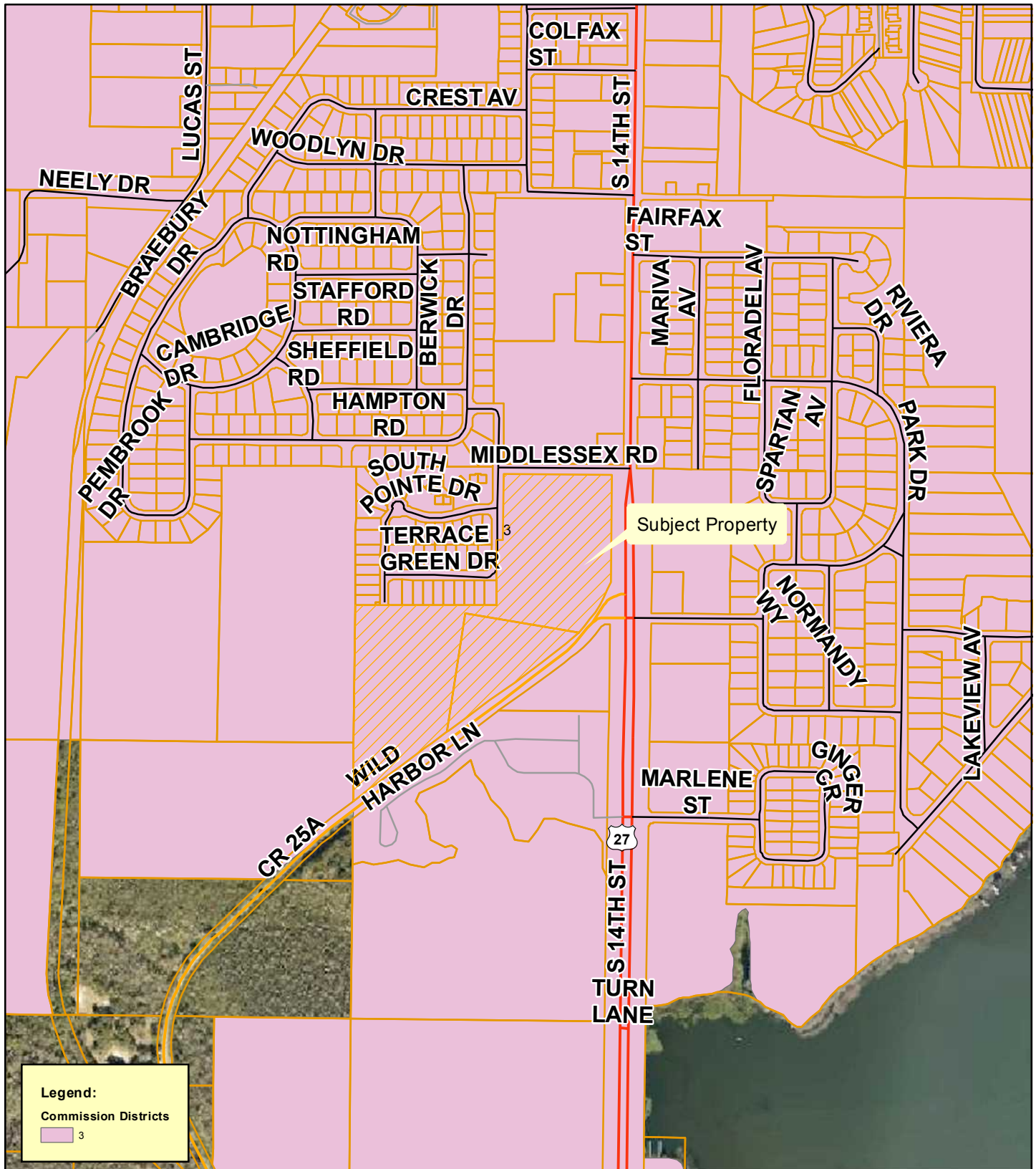


**Planning
& Zoning
Division**

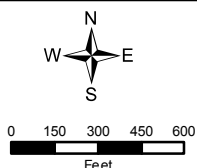


PUD-20-219 Manuela Apartments
1415 Middlessex Road
AK#: 1774764; 1774772
Section 34, Township 19 South, Range 24 East
October 7, 2020

Commission District



**Planning
& Zoning
Division**



PUD-20-219 Manuela Apartments
1415 Middlessex Road
AK#: 1774764; 1774772
Section 34, Township 19 South, Range 24 East
October 7, 2020



Looking east towards Highway 27 from sign posting at Middlessex Road and Southside Plaza.



Looking north into Southside Plaza from sign posting.



Posting of sign on site along Highway 27. Looking west into subject property.



Looking west into subject property. (Posting along Highway 27)

Signs Posted 11/6/2020
PUD-20-219
Manuela Apartments



Looking north along Highway 27 from sign posting.



Looking south along Highway 27 from sign posting.

Signs Posted 11/6/2020
PUD-20-219
Manuela Apartments



Looking east across Highway 27 from sign posting.



Posting of sign on site along Middlessex Road.

Signs Posted 11/6/2020
PUD-20-219
Manuela Apartments



Looking south into subject property from Middlessex Road.



Posting of sign located at CR 25A.

Signs Posted 11/6/2020
PUD-20-219
Manuela Apartments



Close up of sign posting along CR 25A.



Looking south along CR 25A.

Signs Posted 11/6/2020
PUD-20-219
Manuela Apartments



Looking south across CR 25A from sign posting.



Looking north-easterly along CR 25A from sign posting.



Looking south-easterly along CR 25A from sign posting.



Looking west along Middlessex Road, towards Southside Plaza from sign posting.

Signs Posted 11/6/2020
PUD-20-219
Manuela Apartments



Looking south-easterly towards Lakeside Pointe Apartments along CR 25A.



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
VENETIAN CENTER
THURSDAY, NOVEMBER 19TH, 2020 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, November 19th, 2020, at Venetian Center.

Chairman Ted Bowersox called the meeting to order at 4:33 p.m.

The following Commission members were present:

Ted Bowersox – Chairman
Frazier Marshall
John O’Kelley
Michael Fitzpatrick
Alfred Haliday
Chris Wood
Nathaniel Sanders
Tim Sennett

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, OCTOBER 22ND, 2020

Commissioner Marshall moved to APPROVE the draft minutes from the OCTOBER 22ND, 2020 meeting. Commissioner Sanders SECONDED the motion, which PASSED by a vote of 7-0.

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

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

1. PUBLIC HEARING CASE # PUD-20-219 – MANUELA APARTMENTS – PLANNED UNIT DEVELOPMENT ZONING

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 20.63 +/- ACRES FROM C-3 (HIGHWAY COMMERCIAL) AND R-2 (MEDIUM DENSITY RESIDENTIAL) TO PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR MIXED USE DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED WEST OF U. S. HIGHWAY 27 AND NORTH OF COUNTY ROAD 25A AS LEGALLY DESCRIBED IN SECTION 34, 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, JANUARY 11TH, 2021 AND SECOND READING ON MONDAY, JANUARY 25, 2021)** (Manuela Apartments)

Dan Miller introduced case number #PUD-20-219 – Manuela Apartments – Planned Unit Development Zoning into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

Mr. Miller gave a background and explanation of the subject property, location current zoning, requests, went over the (PUD) Planned Unit Development conditions and standards.

Kandi Harper utilized a power point presentation to demonstrate the area of the proposed site for the case, and then Mr. Miller went over the zoning map for the record.

Mr. Miller read the Staff Recommendations for the case into the record; Staff recommended approval.

Greg Belliveau gave a detailed presentation of the subject property with exhibits for the record; project marker; not standard apartments; condominiums project, client; meeting next month with Superintendent of Schools and school board neighbors, market; teachers

only (living), shortage housing and teachers, identified for only teachers to purchase, Dec. meeting with school board; design complex, environmental assessment; done, worked with MPO & City of Leesburg, traffic study; completed, no improvements; level of service, road improvements 25A, driveway, tree survey; done, didn't wait for site plan, wetlands (on-site) western part, 25' buffer, existing trees; preserved, 25' buffer; entire property, fence west side, meeting with property owners, allowed uses; animal clinic, indoor recreation, office/medical uses, personal services, restaurant, retail sales, car wash, gas (convenient) etc. allowed 15,000 sq. ft., condominiums project; specific market, and continue to work with neighbors through this process.

Commissioner Sanders asked about the price range. Greg Belliveau replied come in around 175k-230k; depends on (city waivers), impact fees and gave a detailed explanation of government waiving fees. Commissioner Fitzpatrick expressed concern regarding parking spaces per unit. Greg Belliveau replied if we can alleviate some of the parking requirements; less parking, but meet code; reduce parking; by 25%, and reduce water retention.

Chairman Bowersox expressed concern regarding access points, traffic light, Planning stage; (Hwy 27), homes on north end; two story structures, increased traffic, wall, and fence. Greg Belliveau replied reviewed access points, improving multiple intersections, if required by FDOT; traffic light on Hwy 27, Lone Oak bypass; constrained on the south and east side, improvements; everything two story, no balconies; back of buildings, and 6' wall along western boundary; fence against a fence.

Chairman O'Kelley stated will the only access be on 25A, site plan shows entrance on Middlesex; and will Southwind have any traffic going into subdivision. Greg Belliveau replied yes sir; we want to leave them along.

Citizens' comments and concerns were based on: recommendation by Mr. Miller, explanation from Greg Belliveau, property value, continue to have trend; patio homes, stable neighborhood, one way in/out; property directly south; density; 8 units per acre; property maintained, 11 homes; most directly impacted by this development, fence 8' instead of 6' fence; matched, landscaping; code requirements (City of Leesburg); pictures provided, keeping trees in back, replacing tree; larger trees, green lights; build schedule, teachers; 175k-230k price range; Leesburg, intentions on teachers coming in; able to afford property, wetlands, sink holes; investigations, light, look; like shopping center, and access on Middlesex.

Greg Belliveau gave a presentation to address comments from citizens regarding development; tree survey; addressed, school board agreement, site plan; approval process, St. John Water Management District; approval, process of environmental assessment; identified wetlands, lines done, final engineering; site plan, conservation easements (all wetlands); preservation mode, whole southwest portion property; undeveloped, lighting issue; dark sky (City of Leesburg), parking lots, lighting; goes down, street lights; focused on property (per Code), Middlesex driveway access; lines up, City of Leesburg permits; approval, school impact fees/building impact fees (waived), cut price of houses, save on

price; homes, price reduction; 150k range, doesn't cut; quality, save money; and product stays the same.

Chairman Bowersox stated if the Commissioners have any questions.

Commissioner Sennett stated is the 8' fence is that doable. Greg Belliveau replied we will consider the 8' fence.

Chairman Bowersox close the discussion to the public, and entertain a motion.

Commissioner Haliday made motion to approve PUD-20-219 allowing a gas station on the corner.

Mr. Miller clarified for the record the request is to add a convenience with gas and 8' fence to the permitted use.

Commissioner Haliday made a MOTION for APPROVAL of case # PUD-20-219 – MANUELA APARTMENTS – PLANNED UNIT DEVELOPMENT ZONING
Commissioner Wood SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 8- 0.

Chairman Bowersox announced the case# PUD-20-229 under new business has been postponed.

ANNOUNCEMENTS

Commissioner Wood made a motion to adjourn meeting.

ADJOURNMENT

Approximately 6:00 p.m.

Ted W. Bowersox, Chairman

Sabrina Mitchell, Administrative Assistant II

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.2.

Meeting Date: April 26, 2021

From: Dan Miller, (Planning and Zoning Manager)

Subject: 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.

Staff Recommendation:

Staff recommends approval of the request to rezone to SPUD (Small Planned Unit Development) to allow a small mechanic shop on the subject property.

Analysis:

The subject property is approximately 0.28 acres, and is generally located north of West Main Street and west of Lone Oak Drive, as shown on the attached maps.

At this time, the property is developed with a single family home and large garage area. The current Future Land Use is General Commercial, and the zoning is C-1 (Neighborhood Commercial). The request is to allow a small engine (motorcycle) repair shop in the detached garage. The surrounding uses include Lone Oak Cemetery to the north, vacant commercial to the north and west and a church/school to the east. City of Leesburg utilities are available to this site. The SPUD conditions include provisions for noise, fence and planting buffers.

The Planning Commission held a public hearing on the application on January 21, 2021 and recommended approval by a vote of 6 to 0.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to SPUD; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

The fiscal impact from the action would be minimal, based on a slight increase in ad valorem taxes.

Submission Date and Time:

ORDINANCE NO. _____

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.

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

Section 1.

Based upon the petition of Rachel Smedley, 2319 Westside Drive, Leesburg, Florida, (Robert Gagne, agent) petitioner of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from C-1 (Neighborhood Commercial) to City SPUD (Small Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit B)

Section 2.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 26th day of April 2021.

THE CITY OF LEESBURG

Mayor

ATTEST:

City Clerk

SMEDLEY GARAGE
(Rachel Smedley/Robert Gagne)
PLANNED DEVELOPMENT CONDITIONS
February 18, 2021

These Planned Development Conditions for a PUD (Planned Unit Development) District are granted by the City of Leesburg Planning Commission, Lake County, Florida to **Rachel Smedley, 2319 Westside Drive**, "Permittee" for the purposes, 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

"Permittee" has submitted an application requesting an SPUD (Small 15Planned Unit Development) zoning district for an automobile dealership with sales, service and accessory uses on an approximately 0.28-acre site within the City of Leesburg in accordance with their Planned Development application and supplemental information. The project proposes a motorcycle repair shop at 2319 Westside Drive.

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 Rachel Smedley to operate and maintain a SPUD (Small Planned Unit Development) in and on real property in the City of Leesburg. The property is generally located on the north side of West Main Street and west of Lone Oak Drive. The property is more particularly described as shown in the attached legal description below.

2. LEGAL DESCRIPTION

See attached legal Exhibit B

3. PERMITTED AND EXCLUDED USES

The above-described property shall be used for the uses as limited herein, pursuant to the requirements of this document and City of Leesburg development codes, requirements and standards, and as noted below.

A. Permitted Uses

- i. Single family residential use
- ii. Motorcycle service and repair conducted completely and wholly within the structure shown on the attached site plan.

B. Excluded Uses

- i. Any use not listed within the Permitted Uses section of this SPUD (Small Planned Unit Development) document.

C. Accessory Uses

- i. Accessory structures per City of Leesburg Code of Ordinances

4. SITE ACCESS & CIRCULATION

- A. Access to the property is currently available from Westside Drive. All access points shall be subject to the City of Leesburg requirements.

5. OPERATIONS, NOISE & PERMITS

- A. Hours of operation shall be limited to the time within the hours of 8 am -6 pm Monday through Saturday.
- B. All service and repair operations shall be carried on entirely within an enclosed, ventilated structure, except as permitted under accessory uses of Section 25-284, City of Leesburg Code of Ordinances, as amended.
- C. At no time shall the operations of this facility create noise, dust vibration in a manner that will disturb the adjoining properties.
- D. The use shall be subject to the requirements and conditions of Section 12-19 City of Leesburg "Nuisance Ordinance" All noise, dust, odors, oils, lubricants, emissions or other irritants and contaminants shall be contained at a level which does not disturb users of adjacent properties.
- E. Any notice of violation from The City of Leesburg shall be cause for a cease and desist order on use of the property until such time as the violation has been resolved with the appropriate agency(s).
- F. Applicant shall be required to apply for and receive all building permits as required by the City of Leesburg for this use prior to beginning operations.
- G. Prior to beginning operations, applicant shall provide proof of contract for pick up of all oils and grease materials as required by the City of Leesburg Code of Ordinances.

6. DEVELOPMENT STANDARDS

- A. The minimum development standards shall be those required for the C-1 (Neighborhood Commercial) district except as amended by these conditions.
- B. A minimum of twenty (20) percent of the site shall be developed as open space, including retention areas, buffer and landscaped areas. Parking areas and vehicle access areas shall not be considered in calculating open space.
- C. The Impervious surface coverage for this site shall not exceed eighty (80) percent of the gross site area.
- D. Outdoor storage areas for vehicles shall be completely screened from adjacent properties and streets through opaque fencing prior to business operation.
- E. All areas of the property shall be landscaped and maintained in accordance with City of Leesburg Code of Ordinances, as amended.

7. PARKING

- A. The permittee shall construct off-street parking spaces within the development per the conceptual site plan, pursuant to the City of Leesburg Code of Ordinances, as amended, which shall include the required number of handicapped parking spaces.
- B. Two parking spaces, to include one handicap space, shall be required.

8. UTILITIES

- A. Should alterations to the site be made, the "Permittee" shall submit, if applicable, a Master Site Drainage Plan and Utility Implementation Plan acceptable to the City of Leesburg. Prior to removal, renovation or demolition of any existing development on the site, the permittee shall provide:
- 1) A detailed site plan demonstrating no direct discharge of stormwater runoff

generated by the development into any natural surface waters or onto adjacent properties.

- 2) A detailed site plan indicating all provisions for electric, water, sewer, and natural gas in accordance with the site plan review process as required by the City of Leesburg Code of Ordinances.

9. FENCING, LANDSCAPE AND BUFFER REQUIREMENTS

- A. Prior to beginning operations, the applicant shall have constructed a permanent opaque wall or fence on the south and east side of the property as a visual and sound buffer. This wall or fence shall be no less than six feet in height and no greater than eight feet in height, with landscaping in accordance with the regulations contained within the City of Leesburg Code of Ordinances including;
 - 1) For each one hundred (100) linear feet, or fraction thereof, of boundary, the following plants shall be provided in accordance with the planting standards and requirements of the City of Leesburg Code of Ordinances, as amended.
 - a. Two (2) canopy trees (See code for palm tree usage)
 - b. Two (2) ornamental trees
 - c. Thirty (30) shrubs
 - d. The remainder of the buffer area shall be landscaped with grass, groundcover, and/or other landscape treatment.
- B. Variations to the landscape requirements of the code may be approved by the Planning & Zoning Manager as long as the intent of the SPUD and the Landscaping Code are maintained.

10. SIGNAGE

- A. All 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.

11. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, sign (wall, pole or monument signs) or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in this PUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant

running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition herein set out.

13. LEVELS OF SERVICE AND CAPACITY

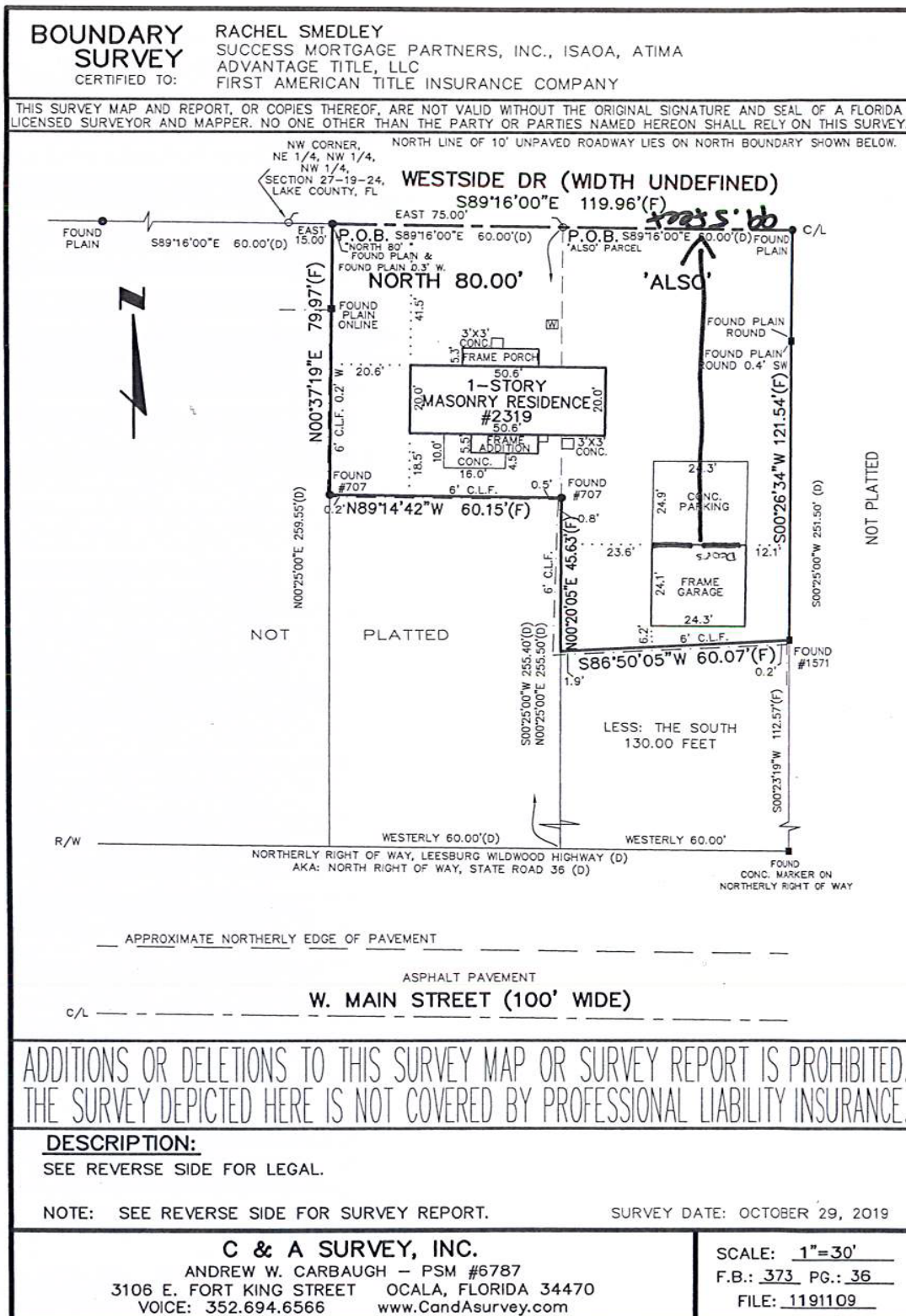
A. Levels of Service

1. As submitted, the proposed zoning change does not appear to 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, and solid waste. However, no final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.
2. Commitment of Capacity
 - i. There are no previous commitments of any existing or planned excess capacity.
3. Ability to Provide Services
 - i. The City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.

LEGAL DESCRIPTION

EXHIBIT B

BEG 15 FT E OF NW COR OF NE 1/4 OF NW 1/4 OF NW 1/4, RUN S
80 FT, E 60 FT, S TO A POINT 130 FT N OF N'LY R/W LINE OF SR
44, E 60 FT, N TO N LINE OF NW 1/4, W ALONG SAID N LINE 120
FT TO POB
ORB 5374 PG 467





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

DATE: February 18, 2021
OWNER: Rachel Smedley
PETITIONER: Rachel Smedley
PROJECT: Smedley Garage
REQUEST: SPUD (Small Planned Unit Development)
CASE NO.: SPUD-20-294

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), as conditioned, is compatible with the surrounding adjacent properties having zoning designations of P (Public), SPUD (Small Planned Unit Development), and C-1 (Neighborhood Commercial).
2. The Future Land Use designation of General Commercial is compatible with surrounding adjacent properties having Institutional and General Commercial 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 C-1 (Neighborhood Commercial) to SPUD (Small Planned Unit Development) and forward the recommendation to the City Commission for consideration.

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

DATE: February 18, 2021
OWNER: Rachel Smedley
PETITIONER: Rachel Smedley
PROJECT: Smedley Garage SPUD
REQUEST: SPUD (Small Planned Unit Development)
CASE NO.: SPUD-20-294

GENERAL LOCATION: The property is generally located north of West Main Street and west of Lone Oak Drive.

FUTURE LAND USE DESIGNATION:
General Commercial

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Institutional
South – General Commercial
East – General Commercial
West – General Commercial

PROPOSED FUTURE LAND USE DESIGNATION:
N/A

EXISTING ZONING DESIGNATION:
C-1 (Neighborhood Commercial)

SURROUNDING ZONING DESIGNATIONS:

North – P (Public)
South – SPUD (Small Planned Unit Development)
East – C-1 (Neighborhood Commercial); SPUD (Small Planned Unit Development)
West – C-1 (Neighborhood Commercial); SPUD (Small Planned Unit Development)

PROPOSED ZONING DESIGNATION:
SPUD (Small Planned Unit Development)

EXISTING LAND USE:
Single Family structure with an outbuilding

SURROUNDING LAND USE:
North – Cemetery
South – Commercial (vacant)
East – Church
West – Commercial (vacant)

PROPOSED LAND USE: Motorcycle repair shop

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

DATE: January 6, 2021
OWNER: Rachel Smedley
PETITIONER: Rachel Smedley
PROJECT: Smedley Garage
REQUEST: SPUD (Small Planned Unit Development)
CASE NO.: SPUD-20-294

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 1/15/21

FIRE

No comments from Fire Department. Amanda Stevenson 1/15/21

ELECTRIC

Electric has no issues or comments. Steve Davis 1/6/21

GAS

No comments received as of 1/15/21

GIS

No comments received as of 1/15/21

BUILDING

No comments received as of 1/15/21

PUBLIC WORKS

Public Works has no issues with this. Cliff Kelsey 1/7/21

ADDRESSING

No comments received as of 1/15/21

ECONOMIC DEVELOPMENT

No comments received as of 1/15/21

LAKE COUNTY PUBLIC WORKS

No comments received as of 1/15/21

LAKE COUNTY SCHOOLS

The applicant proposes to convert a single-family residence to a motor cycle garage. The motor cycle garage use is a nonresidential use and therefore not subject to school concurrency review. Helen LaValley 1/12/21

PUBLIC RESPONSES

Approval

1 approval

Disapproval

3 disapprovals 3 with comments

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL)

PUBLIC COMMENTS (DISAPPROVAL)

Wilmer Pabon – In our church properties we have a private school running from 8 am to 4 pm. The institution gives classes from Elementary School to Middle School. The planned property to be rezoned would be right next to our tenants (Chosen Generation Christian Academy) which may cause interruption in the normal classes at the kids, additionally that in recess time the kids go out in our property that is directly beside the proposed shop. This may affect in the way that the products that may be used may have quimics and may expose the kids to gases that may affect their health.

Attached two pages with signatures from members of our congregation. Rosibel Nunez

Manuel Santos Jr. – We are Chosen Generation Christian Academy and we rent 2312 W. Main St. Bld. A-B. We are a Private School from 1st- 12th grade. The reason for our Disapproval is that we have children in the surrounding area and our school is in a growing status. We use all the surrounding area for our children to play and have recess. We understand that the projected shop can be an inconvenience to our school for all the unwanted traffic also the safety of our children is important.

Attached one page with signatures included with comments.

Roy Curet – I wish to object strongly to the request for the following Reasons: Noise, Disturbance, Overlooking, and loss of privacy, Nuisance.

1. Nancy Figueroa ~~Joseph Figueroa~~ 407-491-7451
2. Felix MALAVE ~~Felix~~ 352-408-6280
3. Emily Tirado ~~Emily~~ (352) 460-6030
4. Abigail Rosario ~~Abigail Rosario~~ 352-350-4337
5. Nancy Estrella ~~Nancy Estrella~~ 352-708-1680
6. Luis Troche ~~Luis~~ 787-519-0325
7. Ernesto Cardona ~~Ernesto Cardona~~ 563-8329354
8. Norma Muraviov ~~Norma Muraviov~~ 352-552-4458
9. Carmen Perez ~~Carmen Perez~~ 832-291-5321
10. Carolyn Camacho ~~Carolyn Camacho~~ 352-255-1635
11. Luis Camacho ~~Luis Camacho~~ 352-874-5875
12. Gabriella Camacho ~~Gabriella Camacho~~ 352-272-9315
13. Amado NUNEZ ~~Amado NUNEZ~~ 352-272-4154
14. Ivorio Padilla ~~Ivorio Padilla~~ 352-531-9991
15. Pablo S. Cordova ~~Pablo S. Cordova~~ 407-781-6598
16. Andres X. Feliciano ~~Andres X. Feliciano~~ 352-801-9821
17. Anthony Aubain ~~Anthony Aubain~~ 352-988-9963
18. Carlos Cruz ~~Carlos Cruz~~ 352-497-0380
19. Mayra L. Olivencia Acosta ~~Mayra L. Olivencia Acosta~~ 239-314-6047
20. Damaris Estrada ~~Damaris Estrada~~ 407-781-6029
21. Wilmer Pabon ~~Wilmer Pabon~~ 321-324-9287
22. Eric Ortiz ~~Eric Ortiz~~ 407-781-7962
23. Rosibel R. Nunez ~~Rosibel R. Nunez~~ 352-272-4150
24. Damaris Narvaez ~~Damaris Narvaez~~ (787) 662-1698
25. Ismael Montalvo ~~Ismael Montalvo~~ 407-592-1084
26. Elmelda Soto ~~Elmelda Soto~~ 352-459-3609



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27. Cecilio Gomez ~~Cecilio Gomez~~ 252 622 5355
28. Abigail C. Tirado ~~Abigail C. Tirado~~ 352-504-2516
29. Esaida Garcia ~~Esaida Garcia~~ (717)-454-7848
30. Ramon Hernandez ~~Ramon Hernandez~~ (717) -507-7062
31. GUILLERMO VALAREZO ~~Guillermo Valarezo~~ (929)-416-0276
32. Elizabeth Quintes ~~Elizabeth Quintes~~ (407) 458-3438
33. Jashira Acevedo ~~Jashira Acevedo~~ (407) 693-6125
34. Nicole Puente ~~Nicole Puente~~ (929) 426-0275
35. Carlos Marquez ~~Carlos Marquez~~ 352-408-7615
36. Rimary Rodriguez ~~Rimary Rodriguez~~ 352-470-2378
37. Michael Marquez ~~Michael Marquez~~ 352-631-1628
38. Sebastian Ponce De Leon ~~Sebastian Ponce De Leon~~ 407-744-8281
39. Tanya Del Valle ~~Tanya Del Valle~~ 352-406-4755
40. Chelsy Del Rio ~~Chelsy Del Rio~~ (352) 818-7572
41. Ingris Antunez ~~Ingris Antunez~~ (352) 460-3900
42. Rosy Valenzuela ~~Rosy Valenzuela~~ (352) 460-5251
43. Diana Hernandez ~~Diana Hernandez~~ (352) 408-7325
44. Rosalyn Valenzuela ~~Rosalyn Valenzuela~~ (352) 4603170
45. Wilfredo Del Rio ~~Wilfredo Del Rio~~ (352) 818-7629
46. Irvin Ayala Galvez ~~Irvin Ayala Galvez~~ (352) 255-0370
47. Genyris Torres ~~Genyris Torres~~ (973) 687-4124
48. Carla Torres ~~Carla Torres~~
49. Maribel Soto Montoya ~~Maribel Soto Montoya~~ (866) 290-5588
50. Annlys Pabon ~~Annlys Pabon~~
51. MARJAREE REYES ~~Marjaree Reyes~~ (352) 702-5835.
52. Rousse Sandi Quirel ~~Rousse Sandi Quirel~~ (352) 617-8034
53. Juan A. Ponce De Leon ~~Juan A. Ponce De Leon~~ (787) 900-6120



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1. Manuel Santos		407-521-3643
2. Maribel Perez		(407) 430-2240
3. Lismarie Colon		(352) 805-6795
4. Nodía Santos		(407) 501-9852



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
VENETIAN CENTER
THURSDAY, JANUARY 21ST, 2020 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, January 21st, 2021, at Venetian Center.

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

The following Commission members were present:

Tim Sennett – Vice-Chairman
Frazier Marshall
Michael Fitzpatrick
Alfred Haliday
Nathaniel Sanders
Ze'Shieca Carter

The following Commission members were absent:

Ted Bowersox
John O'Kelley
Chris Wood

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

The meeting opened with an invocation given by Vice-Chairman Sennett, 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, DECEMBER 17TH, 2020**

Commissioner Carter moved to APPROVE the draft minutes from the DECEMBER 17TH, 2020 meeting. Commissioner Fitzpatrick SECONDED the motion, which PASSED by a vote of 6- 0.

ELECTION OF CHAIR AND VICE-CHAIR

Commissioners had discussion on the election of a Chair and Vice-Chair for the Board.

Motion made for the election of Chair and Vice-Chair of the Board.

COMMISSIONER SENNETT made a MOTION to APPROVE to re-elect CHAIRMAN BOWERSOX as the CHAIR of the PLANNING COMMISSION – COMMISSIONER HALIDAY SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 6-0.

COMMISSIONER FITZPATRICK made a MOTION to APPROVE COMMISSIONER SENNETT as the VICE-CHAIR of the PLANNING COMMISSION – COMMISSIONER HALIDAY SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 6-0.

Vice-Chairman Sennett handed over the gavel due to a conflict of interest on the first two cases under new business.

Motion made to elect a Commissioner to introduce case# SPUD-20-287 and case# SPUD-20-288 under new business.

COMMISSIONER CARTER made a MOTION to APPROVE COMMISSIONER MARSHALL to introduce case# SPUD-20-287 and case# SPUD-20-288 under new business – COMMISSIONER FITZPATRICK SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 6-0.

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

Commissioner Marshall called for the first case under new business be brought forward.

NEW BUSINESS

**1. PUBLIC HEARING CASE # SPUD-20-287 – 1611 WEST MAIN STREET
– SMALL PLANNED UNIT DEVELOPMENT**

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. (CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, MARCH 8, 2021 AND SECOND READING ON MONDAY, MARCH 22, 2021) (1611 W Main)

Mr. Miller stated the first two cases the zonings are word for word and both are Small Planned Unit Developments.

Dan Miller introduced case number #SPUD-20-287 – 1611 West Main Street – Small Planned Unit Development and case number #SPUD-20-288 – 1807 West Main Street – 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 and explanation of the subject property, location current zoning, requests and went over the (SPUD) Small Planned Unit Development zoning, and changes.

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, and one disapproval with no comment. Public responses no comments from the public.

Mr. Miller read the Staff Recommendations for the case into the record; Staff recommended approval.

Commissioner Marshall stated if any Commissioners have questions for Staff.

Commissioner Sanders expressed concern regarding the Small Planned Unit Development.

Mr. Miller gave a brief explanation of the (SPUD) Small Planned Unit Development, zoning category, owner's use, City taxes and utility fees, different uses; not allowed under existing zoning, growth; widening of West Main Street, over decades; less attractive; residential use, much more attractive; office use, apply zoning category; allow some form of positive development for the area.

Commissioner Marshall stated any questions from the public, and then closed the discussion from the public.

Commissioner Marshall entertained a motion, and then the voting took place.

Commissioner Sanders made a MOTION for APPROVAL of case # SPUD-20-287 – 1611 WEST MAIN STREET – SMALL PLANNED UNIT

DEVELOPMENT Commissioner Fitzpatrick SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 5- 0.

Commissioner Marshall called for the second case under new business be brought forward.

2. PUBLIC HEARING CASE # SPUD-20-288 – 1807 WEST MAIN STREET – SMALL PLANNED UNIT DEVELOPMENT

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. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, MARCH 8, 2021 AND SECOND READING ON MONDAY, MARCH 22, 2021)** (1807 W Main)

Mr. Miller stated this the second of the two cases the zonings are word for word and both are Small Planned Unit Developments, but different locations.

Mr. Miller gave a background and explanation of the subject property, location current zoning, requests and went over the (SPUD) Small Planned Unit Development zoning.

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, or objections from the departments. Public responses no comments from the public.

Mr. Miller read the Staff Recommendations for the case into the record; Staff recommended approval.

Commissioner Marshall stated if any discussion from the Commission.

Commissioner Marshall entertained a motion, and then the voting took place.

Vice-Chairman Sennett stated for the record the easement for utilities has already been done.

Commissioner Sanders made a MOTION for APPROVAL of case # SPUD-20-288 – 1807 WEST MAIN STREET – SMALL PLANNED UNIT DEVELOPMENT Commissioner Carter SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 5- 0.

Vice-Chairman Sennett called for the third case under new business be brought forward.

3. PUBLIC HEARING CASE # SPUD-20-294 – SMEDLEY GARAGE – SMALL PLANNED UNIT DEVELOPMENT

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 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. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, MARCH 8, 2021 AND SECOND READING ON MONDAY, MARCH 22, 2021)** (Smedley Garage)

Mr. Miller stated that the applicant has requested to hold this project until February Planning Commission meeting in order to meet with surrounding property owners.

Staff is requesting that the Commission vote to postpone this case to the next Planning Commission meeting on February 18.

Vice-Chairman Sennett stated if any discussion from the Commission.

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

Commissioner Marshall made a MOTION to POSTPONE case # SPUD-20-294 – SMEDLEY GARAGE – SMALL PLANNED UNIT DEVELOPMENT to February Commission meeting Commissioner Sanders SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 6- 0.

Vice-Chairman Sennett called for the fourth case under new business be brought forward.

4. PUBLIC HEARING CASE #CPTA-20-178 – HISTORIC PRESERVATION DISTRICT DENSITY BONUS – COMPREHENSIVE PLAN TEXT AMENDMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING THE CITY OF LEESBURG COMPREHENSIVE PLAN TO ESTABLISH CRITERIA FOR DENSITY BONUS BASED ON CERTAIN CRITERIA, ESTABLISHING APPROPRIATE POLICIES TO ENSURE COMPATIBILITY; PROVIDING FOR CONFLICT WITH OTHER ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE**

**TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY,
FEBRUARY 22, 2021 AND SECOND READING ON MONDAY, APRIL
12, 2021)** (Lee Street Village)

Mr. Miller stated we have two new cases and would like to speak about both cases together.

Dan Miller introduced case number #CPTA-20-178 – Historic Preservation District Density Bonus – Comprehensive Plan Text Amendment and case number #AMDT-20-279 – Historic Preservation District Density Bonus – Land Development Regulation Amendment Section 25 - 292 (25) into the record and entered the exhibits into the record with maps; Historic District, and photo exhibits, staff summary, departmental review summary, and staff recommendations.

Mr. Miller gave a background and explanation of the overall development, comprehensive plan text amendment; create a policy in the Future Land Use Element; allow the city to create a Density Bonus within Historic District, land development regulation; zoning code amendment; Chapter 25; create the process and procedures, Leesburg Historic District, went over Historic District area map; includes downtown Leesburg and some areas to south and west, proposing Ordinance, adopt; exhibit, proposed Comprehensive Plan Amendment Future Land Element Policy 1.1.8 and read Ordinance into the record, and went over Ordinance Section 25-292 (25), read into the record, and goes over requirements in code.

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

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

Vice-Chairman Sennett stated if any questions from Staff.

Commissioners and Mr. Miller discussed clarification on page 3 of 7 item 1 (underutilized property; someone has property in that area; rental property, unable to rent for a year; no utilities, Mr. Miller replied if they could collect one full acre of land; one contiguous area, single-family home; can't do that; collect enough land; one full acre, CRA, Mr. Miller replied most of the area falls under CRA, gives one carat, Historic District zoning; started/stopped; Mr. Miller gave a brief explanation of the Historic District, and stated if the program works here it could work in other areas; good ex: Mike and Pine St; Carver area; excellent area, start here; potentially expand or creates new programs; additional areas, any area that contains a concentration of underutilized area or slum; or abandoned properties; good carat; hoping very successful, move to other areas, change amount of land needed; based on area, need somewhere to start, beneficial/biggest hurdle; assistant living. Mr. Miller stated long term ownership time period; can't take care of property anymore; supports strength of downtown; housing supporting business downtown, consider assistant living; review procedure; intense review; public/staff, encouraged good positive development; potential to expand it.

Vice-Chairman Sennett stated any questions or comments from the public, and then closed the discussion from the public.

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

Commissioner Haliday made a MOTION for APPROVAL of case # CPTA-20-178 – HISTORIC PRESERVATION DISTRICT DENSITY – COMPREHENSIVE PLAN TEXT AMENDMENT Commissioner Fitzpatrick SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 6- 0.

Vice-Chairman Sennett called for the fifth case under new business be brought forward.

5. PUBLIC HEARING CASE #AMDT-20-279 – HISTORIC PRESERVATION DISTRICT DENSITY BONUS – LAND DEVELOPMENT REGULATION AMENDMENT SECTION 25 – 292 (25)

AN ORDINANCE OF THE CITY OF LEEsburg, FLORIDA, AMENDING CITY OF LEEsburg LAND DEVELOPMENT REGULATIONS BY ESTABLISHING CRITERIA FOR DENSITY BONUSES IN ARTICLE IV – SECTION 25-292 SUPPLEMENTAL DISTRICT REQUIREMENTS; PROVIDING FOR CONFLICT WITH OTHER ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, FEBRUARY 22, 2021 AND SECOND READING ON MONDAY, APRIL 12, 2021)** (Lee Street Village)

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

Commissioner Fitzpatrick made a MOTION for APPROVAL of case # AMDT-20-279 – HISTORIC PRESERVATION DISTRICT DENSITY BONUS – LAND DEVELOPMENT REGULATION AMENDMENT SECTION 25 - 292 (25) Commissioner Haliday SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 6- 0.

Vice-Chairman Sennett called for the sixth case under new business be brought forward.

6. PUBLIC HEARING CASE # SSCP-20-291 – LEE STREET VILLAGE – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF LEEsburg, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING APPROXIMATELY 4.87 ACRES FROM INSTITUTIONAL TO LOW DENSITY RESIDENTIAL FOR A PROPERTY GENERALLY LOCATED NORTH OF WEST MAIN STREET, WEST OF LEE STREET, SOUTH OF WEST LINE STREET AND EAST OF PERKINS STREET AS LEGALLY

DESCRIBED IN SECTION 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, FEBRUARY 22, 2021 AND SECOND READING ON MONDAY, APRIL 12, 2021)** (Lee Street Village)

Mr. Miller stated the projects come in pairs, the final two projects are related.

Dan Miller introduced case number #SSCP-20-291 – Lee Street Village – Small Scale Comprehensive Plan Amendment and case number #SPUD-20-292 – Lee Street Village – Small Planned Unit Development Rezoning into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

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

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

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

Vice-Chairman Sennett stated if any questions from Staff.

Greg Beliveau of LPG in Mt. Dora gave a brief presentation of the subject property, went through process of proposed LDR's; Historic Board; reviewed plans; approved, Staff reviewed, Staff; went through Southern building of Lee School; Phase 1; add 14 apartments, northern structure removed; construction of townhomes, Phase 1 & 2; renovation of Historic structure; Phase 1, interior walls; very thick; Historic classrooms; one apartment unit, 2 floors; apartments, basement; recreation areas, break rooms, Wi-Fi, outside retain look; windows replaced; modern look, elevators; removed, interior; renovated, wood floors; good shape, wood raptors, make sure meet code, Phase 2; access, driveways, parking; onsite recreational components, minimal parking; adjacent street, connectivity; proximity property; downtown, increase densities, downtown master plan; more opportunity, Villages; moving multi-family; downtown, mixed uses; encourage downtown growth, and look forward for your recommendations for approval, and people looking at units; no pre-sale allowed, and conceptual plan.

Commissioners and Mr. Miller discussed individually owned, elevations; outside owner's ready to move on this project; assisted living, same owners, not impressed with the outside, price range, Phase 1 individually owned, and parking spaces per unit.

Greg Beliveau gave a presentation to address comments from Commissioners regarding proposed development, townhouses; individually owned; intent, elevations same, architect working on elevations; tuned to Lee School, owner's time table; last year, behind schedule; move now, Phase 1 done; ASAP, walk through; Bldg. Dept, submit Bldg. Dept; during process, gentlemen wants to

move now, don't know price range; market rate; not over 200K to 230K; townhomes; or lower, Phase 1; apartments; all rentals, each unit; garage/driveway; two parking spaces, floor plan; garage; first floor and two floors above.

Mr. Miller went over the elevations in the (PUD); trying to show range. Dan Miller stated different ownership, previous owner sold to the gentlemen making application, different ownership; last year; trip to headquarters; seen results; done, and this is the best one we had in a long time.

Vice-Chairman Sennett stated any questions from the public, and then closed the discussion from the public.

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

Commissioner Fitzpatrick made a MOTION for APPROVAL of case # SSCP-20-291 – LEE STREET VILLAGE – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT Commissioner Carter SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 6- 0.

Vice-Chairman Sennett called for the seventh case under new business be brought forward.

7. PUBLIC HEARING CASE # SPUD-20-292 – LEE STREET VILLAGE – SMALL PLANNED UNIT DEVELOPMENT REZONING

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING THE DEVELOPMENT CONDITIONS ON A SPUD (SMALL PLANNED UNIT DEVELOPMENT) ZONING ON APPROXIMATELY 4.87 ACRES TO ALLOW FOR RESIDENTIAL DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED NORTH OF WEST MAIN STREET, WEST OF LEE STREET, SOUTH OF WEST LINE STREET AND EAST OF PERKINS STREET AS LEGALLY DESCRIBED IN SECTION 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, FEBRUARY 22, 2021 AND SECOND READING ON MONDAY, APRIL 12, 2021)** (Lee Street Village)

Dan Miller read into the record a request on page three under development standards to delete phrase (6h); maximum number of residential units on the property shall be 8 units per acre on the previous (SPUD) Small Planned Unit Development.

Motion made to request to delete phrase (6h) in the (SPUD) Small Planned Unit Development.

COMMISSIONER Carter made a MOTION to APPROVE deletion of (6h) in the (SPUD) SMALL PLANNED UNIT DEVELOPMENT for case# SPUD-20-292 COMMISSIONER Sanders SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 6-0.

Fred Morrison, City Attorney stated the motion was to delete (6h) need to approve the entire case with the change made.

Commissioner Haliday made a MOTION for APPROVAL of case # SPUD-20-292 – LEE STREET VILLAGE – SMALL PLANNED UNIT DEVELOPMENT REZONING with the modifications of removing the clause previously stated Commissioner Sanders SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 6- 0.

DISCUSSION

None.

ANNOUNCEMENTS

Motion made to adjourn meeting by Commissioner Marshall and seconded by Commissioner Carter.

ADJOURNMENT

Approximately 5:35 p.m.

Tim Sennett, Vice-Chairman

Sabrina Mitchell, Administrative Assistant II



Public Notice sign posting on subject property.



Public Notice sign posting close-up on subject property.



Looking west along Westside Drive from subject property.

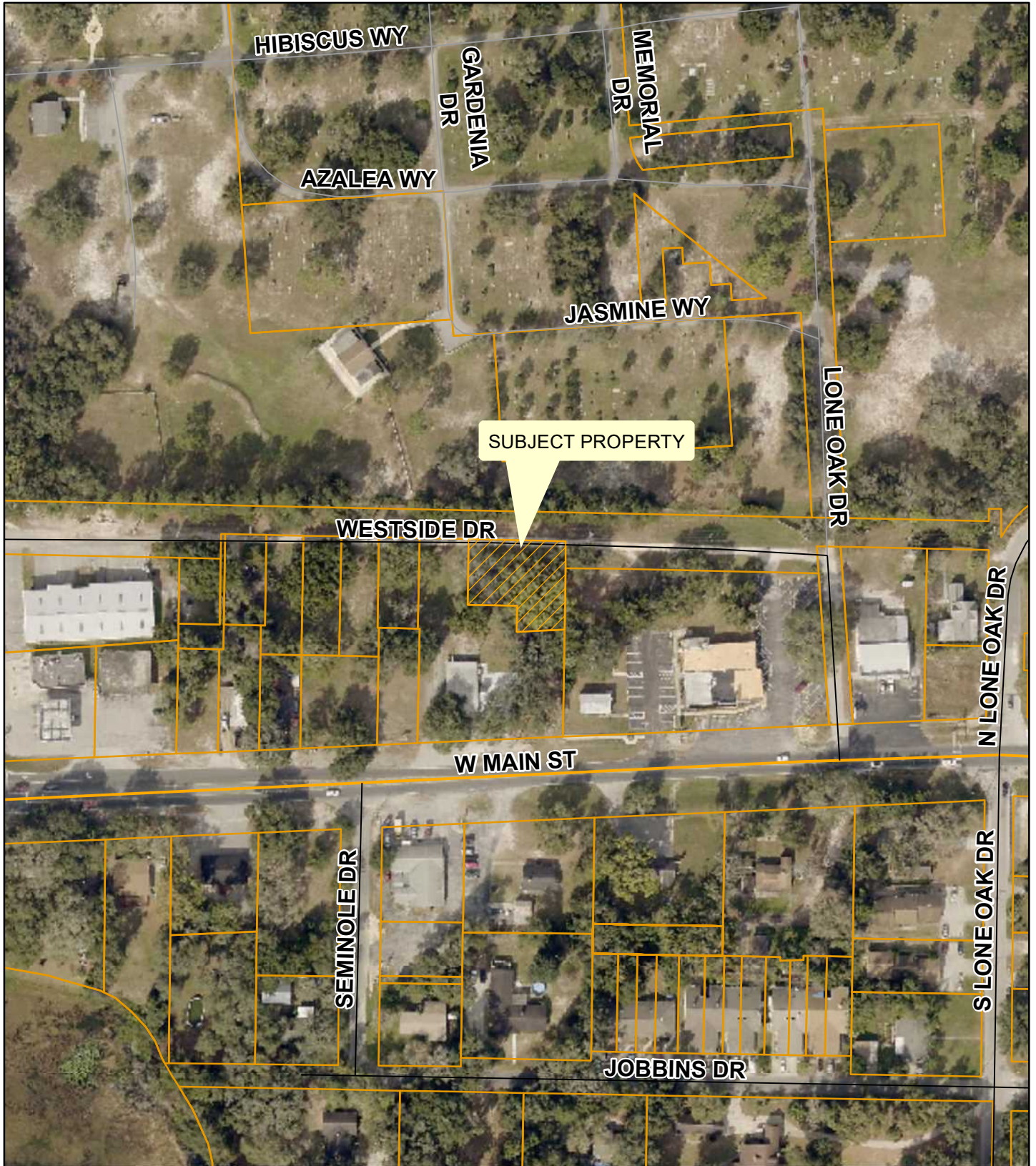


Looking north across Westside Drive from subject property.

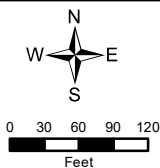


Looking east along Westside Drive from subject property.

Aerial

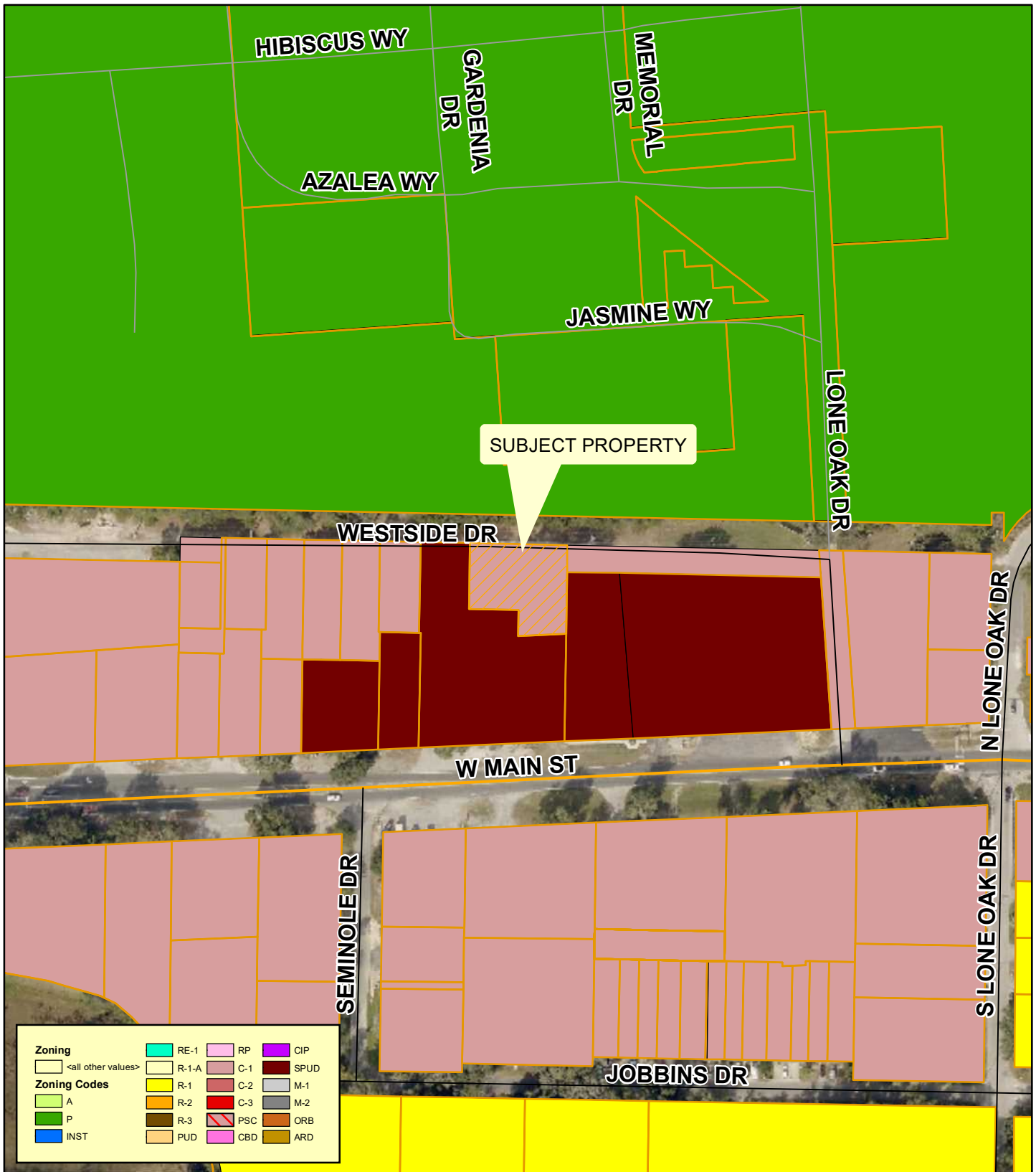


**Planning
& Zoning
Division**

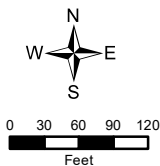


SPUD-20-294
2319 Westside Drive
AK#: 1291747
Section 27, Township 19 South, Range 24 East
December 31, 2020

Zoning

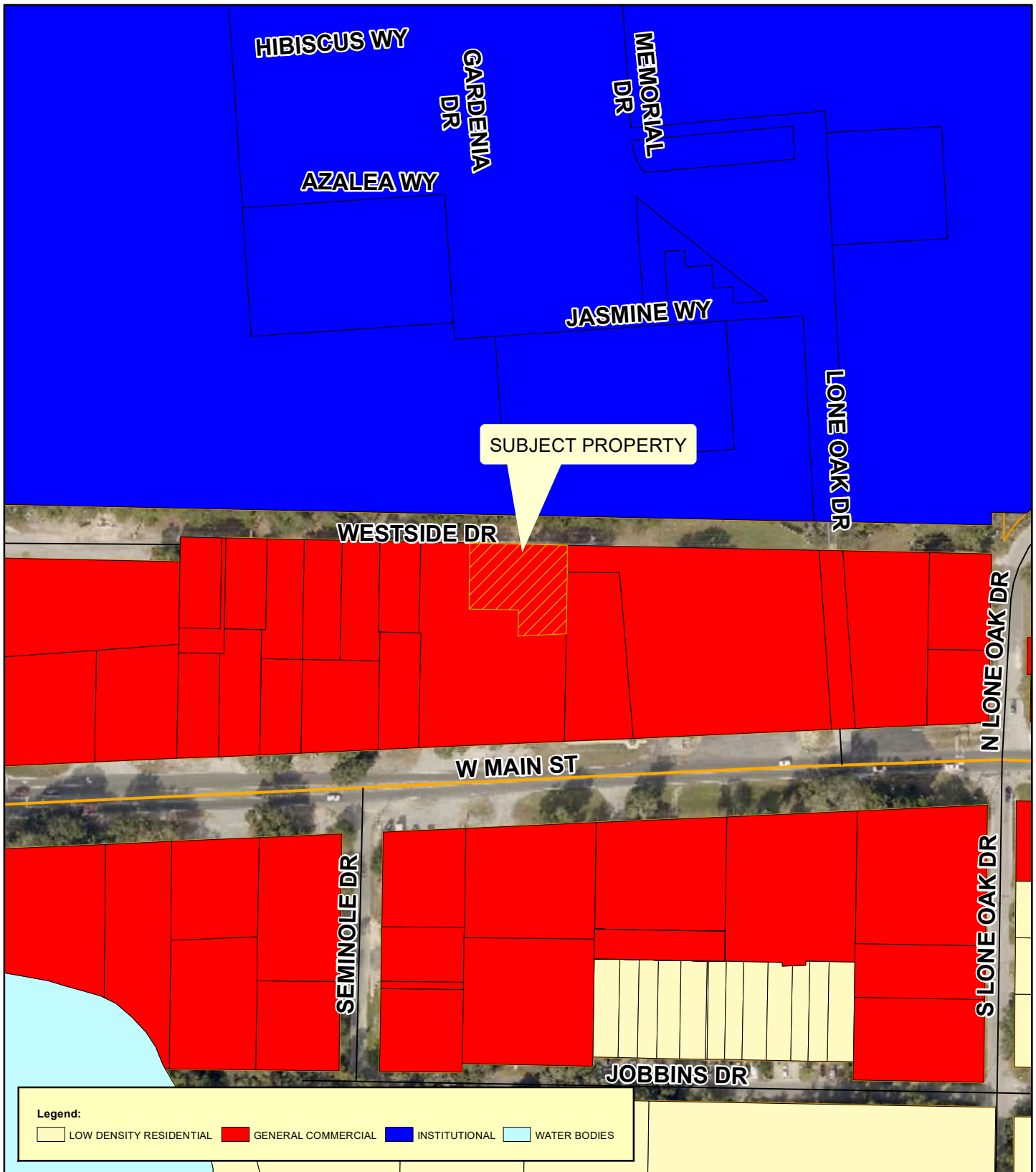


**Planning
& Zoning
Division**

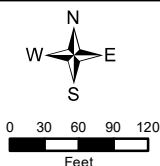


SPUD-20-294
2319 Westside Drive
AK#: 1291747
Section 27, Township 19 South, Range 24 East
December 31, 2020

Future Land Use



**Planning
& Zoning
Division**



SPUD-20-294
2319 Westside Drive
AK#: 1291747
Section 27, Township 19 South, Range 24 East
December 31, 2020

Surrounding Land Uses

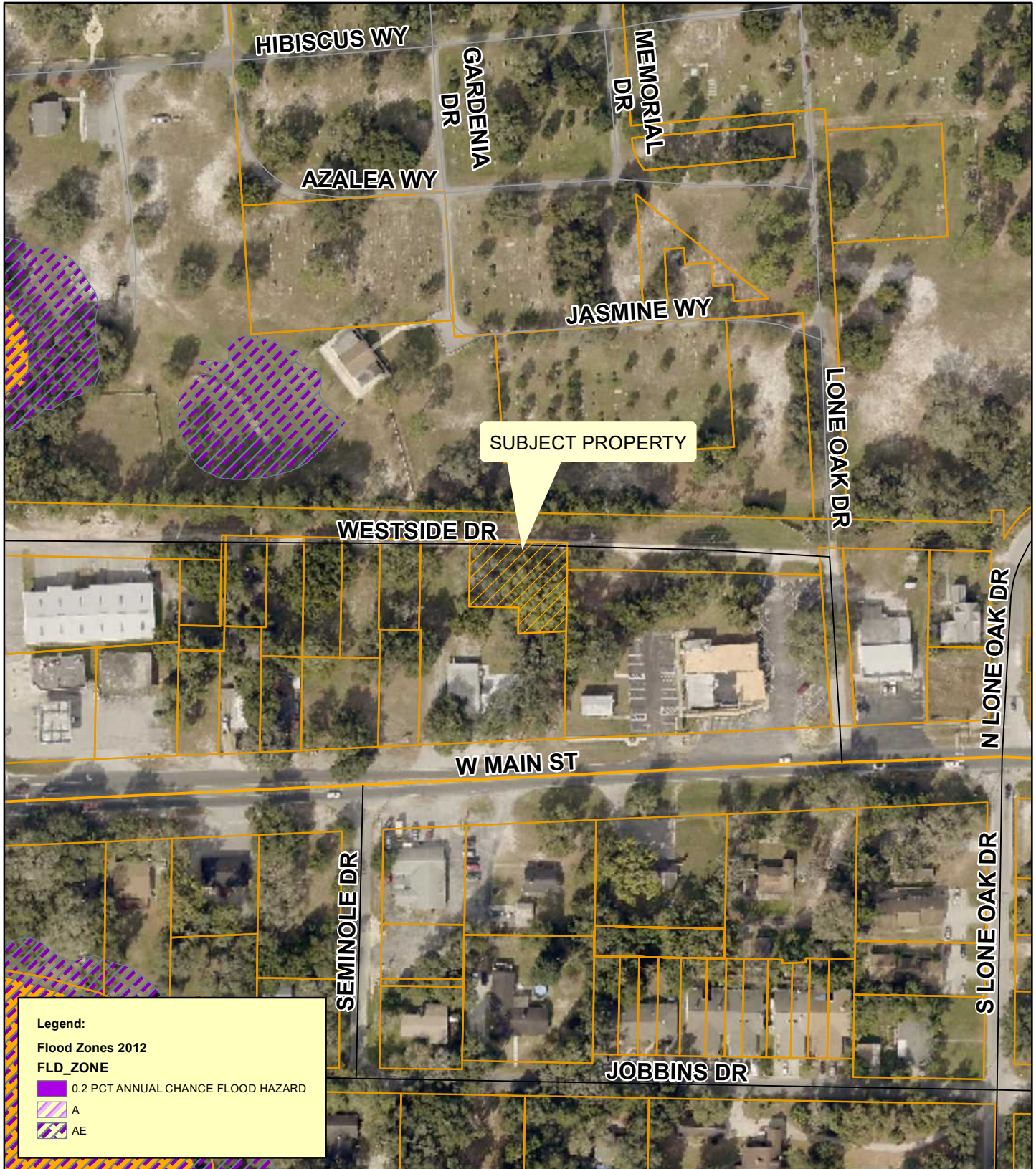


**Planning
& Zoning
Division**

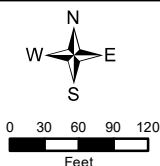


SPUD-20-294
2319 Westside Drive
AK#: 1291747
Section 27, Township 19 South, Range 24 East
December 31, 2020

Wetlands and Flood Zones

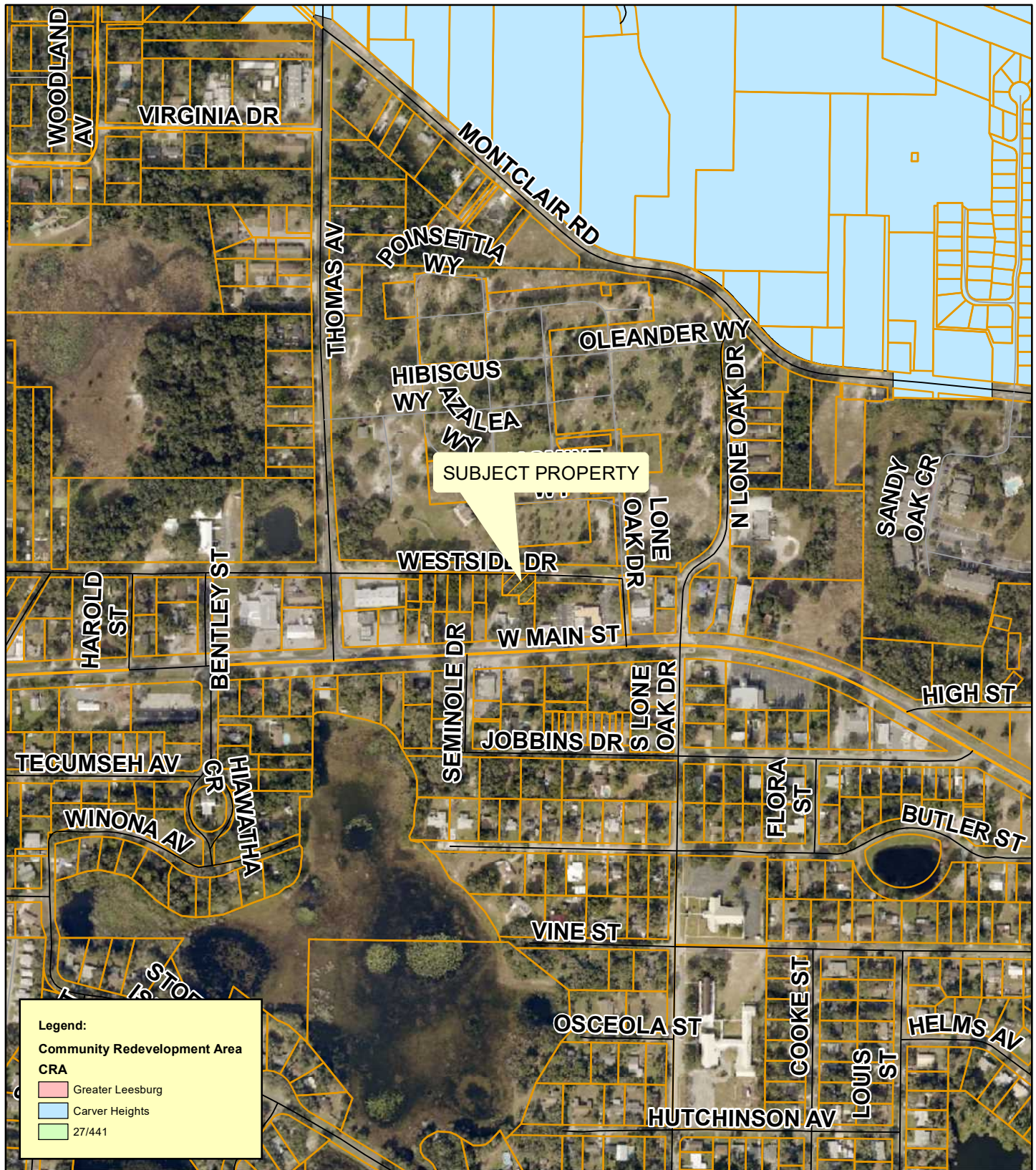


**Planning
& Zoning
Division**

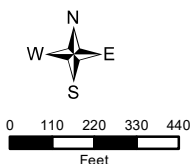


SPUD-20-294
2319 Westside Drive
AK#: 1291747
Section 27, Township 19 South, Range 24 East
December 31, 2020

Community Redevelopment Area

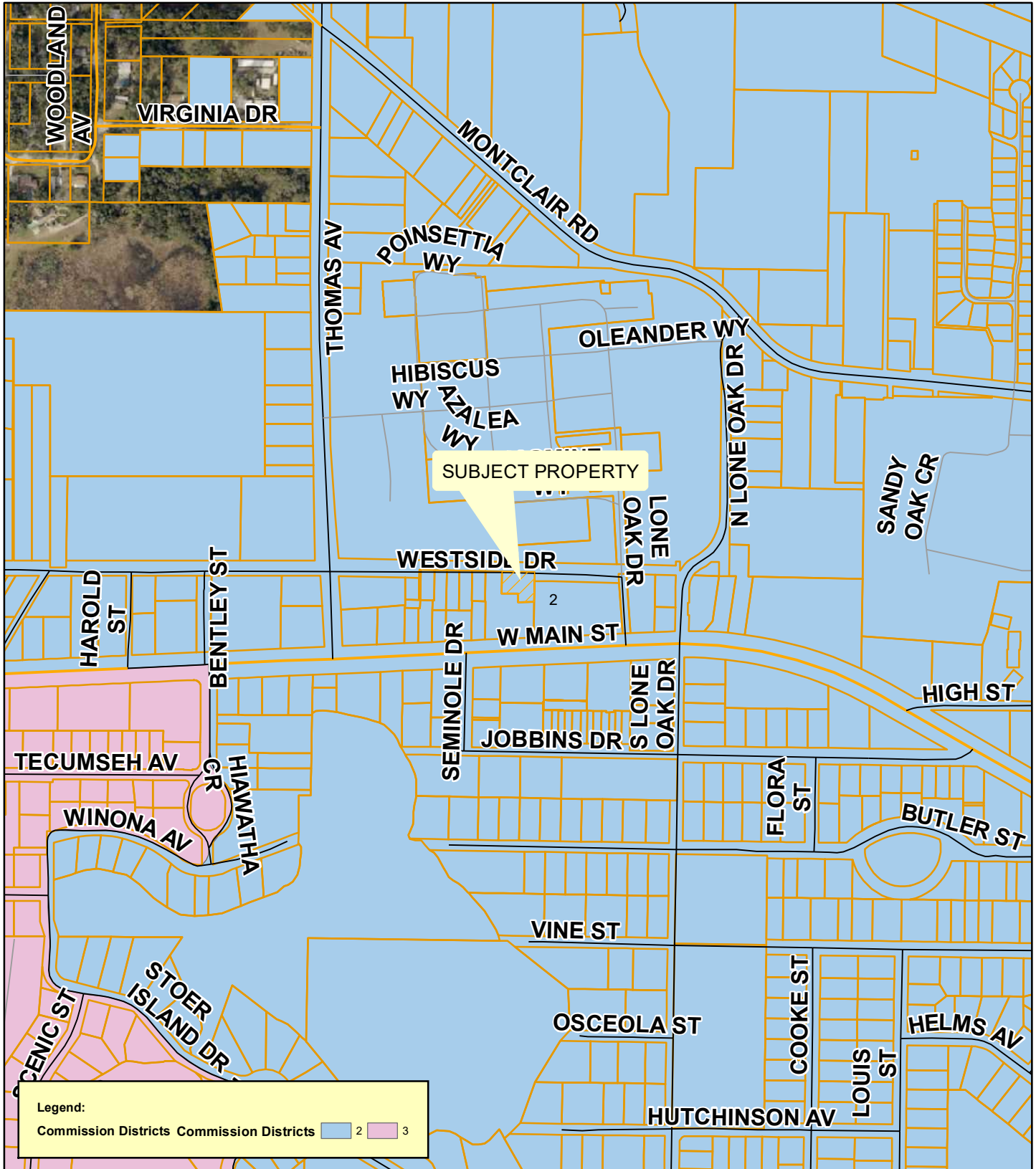


**Planning
& Zoning
Division**

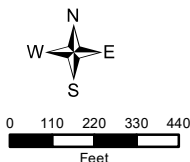


SPUD-20-294
2319 Westside Drive
AK#: 1291747
Section 27, Township 19 South, Range 24 East
December 31, 2020

Commission Districts



**Planning
& Zoning
Division**



SPUD-20-294
2319 Westside Drive
AK#: 1291747
Section 27, Township 19 South, Range 24 East
December 31, 2020

Miscellaneous Accounts Receivable Customers With Unpaid Balances

Prepared by Finance

March 11, 2021

CURRENTLY WORKED BY PROVIDING DEPARTMENT OR FINANCE

013 Fund

Arnold, Dorian	Working with Housing Dept	Housing Rent	\$	2,425.00
Tucker, Shetonia	Working with Housing Dept	Housing Rent	\$	1,400.00
			\$	3,825.00

041 Fund

Angulo, Carlos Alberto		Damage to City Property	\$	5,714.13
Elliott, Lauren E		Damage to City Property	\$	2,096.98
Ethier, Shirley		Damage to City Property	\$	12,055.78
Foster, Steven Michael		Damage to City Property	\$	6,811.07
Holston, Judith		Damage to City Property	\$	1,044.05
Humphreys, Brian Conrad		Damage to City Property	\$	600.67
Kling, Ryan	With City Attorney for Collections	Damage to City Property	\$	3,971.63
Serrano, Josue		Damage to City Property	\$	4,956.04
Stiglianese, Margaret		Damage to City Property	\$	481.26
White, Christina		Damage to City Property	\$	4,502.90
			\$	42,234.51

013 FUND TOTAL	\$	3,825.00
041 FUND TOTAL	\$	42,234.51
	\$	46,059.51

Total **\$ 46,059.51**

Expected write offs as of Feb 28, 2021

Every September, the Finance Director informs the Commission the dollar amount of customer accounts to be written off. Listed below are the amounts for the prior fiscal years and how the City is trending for fiscal years 2019 and 2020.

Fiscal Write Off Year	Projected Written Off	Actual Written Off	Add'l Amount Collected
2019-2020	\$ 284,281	666,005	381,724
2018-2019	342,912	284,276	(58,636)
2017-2018	394,427	268,001	(126,426)
2016-2017	345,913	314,552	(31,361)
2015-2016	491,091	440,511	(50,580)
2014-2015	431,543	364,023	(67,519)
2013-2014	292,507	258,246	(34,261)
2012-2013	280,544 *	216,319	(64,225)
2011-2012	380,227 *	341,414	(38,813)

Projected
Fiscal year 2020 - Month by Month
10/01/19- 09/30/20

Month	Amount Written Off	Number of Accounts	
		Commercial	Residential
October	\$ 19,944	1	77
November	31,154	4	86
December	36,983	0	96
January	37,762	6	101
February	26,751	3	80
March	19,023	5	68
April	32,336	4	81
May	21,442	5	53
June	17,783	3	64
July	17,863	3	51
August	7,320	0	29
September	15,920	2	35
Accounts to be written off*	\$ 284,281	36	821
Prior Yr to Date	\$ 342,912	47	887
difference - () negative	\$ 58,631	11	66

Projected
Fiscal year 2020 - Month by Month
10/01/20- 09/30/21

Month	Amount Written Off	Number of Accounts		Average Account Balance	
		Commercial	Residential	Commercial	Residential
October	\$ 19,918	3	53	511.79	346.85
November	41,356	6	79	247.65	504.69
December	36,068	3	77	546.70	445.82
January	40,881	4	77	107.41	530.92
February	41,591	2	85	333.51	481.46
March					
April					
May					
June					
July					
August					
September					
Accounts to be written	\$ 179,814	18	371		
Prior Yr to Date	\$ 152,594	14	440		
difference - () negative	\$ 27,220	4	(69)		

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct. 1, 2020 and Ending on February 28, 2021

Prepared by: Finance Department

Fund Name	Adopted Budget	Receipts				Budget Balance
		Revenues Amount	Non-Revenue Receipts * Amount	Total Receipts Amount	Percentage	
001 General Fund	\$ 11,981,869	\$ 11,076,548	\$ 4,402,469	\$ 15,479,017	129%	(\$ 3,497,148)
Special Revenue Funds						
013 Housing Assistance	56,895	26,288	0	26,288	46%	30,607
021 Debt Service Fund	673,400	0	1,613,347	1,613,347	240%	(939,947)
031 Capital Projects Fund	3,548,972	36,917	817,985	854,902	24%	2,694,070
132 Local Option Sales Tax	752,806	853,787	0	853,787	113%	(100,981)
121 Police Forfeiture Fund	2,915	358	0	358	12%	2,558
122 Police Education Fund	2,500	1,257	0	1,257	50%	1,243
133 Gas Tax	466,718	242,154	0	242,154	52%	224,564
141 Police Impact Fees	45,926	80,523	0	80,523	175%	(34,597)
142 Fire Impact Fees	0	7,103	0	7,103	0%	(7,103)
143 Recreation Impact Fees	0	61,503	0	61,503	0%	(61,503)
151 Building Fund	520,673	325,579	15,880	341,459	66%	179,214
Community Redevelopment Agencies						
016 Greater Leesburg CRA Fund	291,985	545,226	0	545,226	187%	(253,241)
017 Carver Heights CRA Fund	191,919	412,621	0	412,621	215%	(220,702)
018 Highway 27/441 CRA Fund	523,535	1,185,771	0	1,185,771	226%	(662,236)
Total General Governmental Funds	19,060,113	14,855,636	6,849,680	21,705,316	114%	(2,645,203)
Enterprise Funds						
014 Stormwater Utility Fund	775,701	675,453	0	675,453	87%	100,248
041 Electric Utility Fund	32,120,500	22,564,797	410,515	22,975,312	72%	9,145,188
042 Gas Utility Fund	3,443,814	3,021,803	55,178	3,076,981	89%	366,833
043 Water Utility Fund	4,913,549	3,696,578	62,871	3,759,450	77%	1,154,099
044 Wastewater Utility Fund	15,132,222	5,673,579	0	5,673,579	37%	9,458,643
046 Sanitation Services Fund	1,977,876	1,869,025	0	1,869,025	95%	108,851
048 Airport Fund	3,301,652	1,875,693	0	1,875,693	57%	1,425,959
Internal Service Funds						
064 Health Insurance Fund	3,028,555	2,806,792	0	2,806,792	93%	221,763
065 Workers' Compensation Insurance Fund	274,585	295,756	0	295,756	108%	(21,171)
066 Risk Management Fund	373,665	835,835	0	835,835	224%	(462,170)
510 Fleet Maintenance Fund	1,860,335	1,108,556	589,381	1,697,937	91%	162,398
Pension Trust Funds						
061 Municipal Police Retirement Trust Fund	795,320	3,464,717	0	3,464,717	436%	(2,669,397)
062 Municipal Firemen's Retirement Trust Fund	681,270	3,284,435	0	3,284,435	482%	(2,603,165)
063 General Employees' Retirement Fund	1,389,745	4,904,624	0	4,904,624	353%	(3,514,879)
Total All Funds	\$ 89,128,902	\$ 70,933,278	\$ 7,967,626	\$ 78,900,904	89%	\$ 10,227,998

* Interfund Charges and Transfers, Developer Contributions, and Debt Proceeds

NOTE - Amounts may not sum due to rounding.

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct. 1, 2020 and Ending on February 28, 2021

Prepared by: Finance Department

Fund Name	Disbursements				Excess of Receipts Over (Under) Disbursements
	Adopted Budget	Amount	Percentage	Budget Balance	
General Fund	\$ 11,981,869	\$ 12,354,304	103%	(\$ 372,435)	\$ 3,124,713
<u>Special Revenue Funds</u>					
Housing Assistance	56,895	49,929	88%	6,966	(23,641)
Debt Service Fund	673,400	1,283,464	191%	(610,064)	329,883
Capital Projects Fund	3,548,972	3,222,369	91%	326,603	(2,367,467)
Local Option Sales Tax	752,806	849,968	113%	(97,162)	3,819
Police Forfeiture Fund	2,915	0	0%	2,915	358
Police Education Fund	2,500	6,027	241%	(3,527)	(4,769)
Gas Tax	466,718	536,083	115%	(69,365)	(293,929)
Police Impact Fees	45,926	41,471	90%	4,455	39,051
Fire Impact Fees	0	140	0%	(140)	6,963
Recreation Impact Fees	0	3,000	0%	(3,000)	58,503
Building Fund	520,673	623,724	120%	(103,051)	(282,265)
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA Fund	291,985	573,003	196%	(281,018)	(27,777)
Carver Heights CRA Fund	191,919	51,867	27%	140,052	360,754
Highway 27/441 CRA Fund	523,535	163,023	31%	360,512	1,022,748
<u>Total General Governmental Funds</u>	19,060,113	19,758,374	104%	(698,261)	1,946,942
<u>Enterprise Funds</u>					
Stormwater Utility Fund	775,701	441,461	57%	334,240	233,992
Electric Utility Fund	32,120,500	22,688,783	71%	9,431,717	286,529
Gas Utility Fund	3,443,814	2,650,468	77%	793,346	426,513
Water Utility Fund	4,913,549	3,261,246	66%	1,652,303	498,204
Wastewater Utility Fund	15,132,222	4,161,012	28%	10,971,211	1,512,567
Sanitation Services Fund	1,977,876	2,091,498	106%	(113,622)	(222,474)
Airport Fund	3,301,652	1,047,420	32%	2,254,232	828,273
<u>Internal Service Funds</u>					
Health Insurance Fund	3,028,555	3,780,281	125%	(751,726)	(973,489)
Workers' Compensation Insurance Fund	274,585	315,871	115%	(41,286)	(20,116)
Risk Management Fund	373,665	835,129	224%	(461,464)	706
Fleet Maintenance Fund	1,860,335	1,610,958	87%	249,377	86,979
<u>Pension Trust Funds</u>					
Municipal Police Retirement Trust Fund	795,320	484,272	61%	311,048	2,980,445
Municipal Firemen's Retirement Trust Fund	681,270	614,117	90%	67,153	2,670,318
General Employees' Retirement Fund	1,389,745	1,245,364	90%	144,381	3,659,261
Total All Funds	\$ 89,128,902	\$ 64,986,255	73%	\$ 24,142,647	\$ 13,914,650

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On October 1, 2019 and Ending on February 28, 2020

Prepared by: Finance Department

Fund Name	Adopted Budget	Receipts				Budget Balance
		Revenues Amount	Non-Revenue Receipts * Amount	Total Receipts Amount	Percentage	
001 General Fund	\$ 13,115,626	\$ 9,545,205	\$ 4,477,868	\$ 14,023,073	107%	(\$907,447)
Special Revenue Funds						
013 Housing Assistance	49,265	45,576	0	45,576	93%	3,689
021 Debt Service Fund	639,665	0	1,535,199	1,535,199	240%	(895,534)
031 Capital Projects Fund	4,648,865	79,881	4,745,264	4,825,145	104%	(176,280)
132 Local Option Sales Tax	1,143,068	790,121	0	790,121	69%	352,947
121 Police Forfeiture Fund	2,915	1,181	0	1,181	41%	1,734
122 Police Education Fund	2,500	1,947	0	1,947	78%	553
133 Gas Tax	344,630	257,197	0	257,197	75%	87,433
141 Police Impact Fees	10,500	53,439	0	53,439	509%	(42,939)
142 Fire Impact Fees	-	6,563	0	6,563	0%	(6,563)
143 Recreation Impact Fees	10,415	40,007	0	40,007	384%	(29,592)
151 Building Fund	537,590	422,195	9,820	432,015	80%	105,575
Community Redevelopment Agencies						
016 Greater Leesburg CRA Fund	192,310	431,169	0	431,169	224%	(238,859)
017 Carver Heights CRA Fund	166,510	325,894	0	325,894	196%	(159,384)
018 Highway 27/441 CRA Fund	342,645	785,532	0	785,532	229%	(442,887)
Total General Governmental Funds	21,206,504	12,785,908	10,768,151	23,554,059	111%	(2,347,555)
Enterprise Funds						
014 Stormwater Utility Fund	1,036,194	669,472	0	669,472	65%	366,722
041 Electric Utility Fund	28,333,154	21,739,653	143,009	21,882,662	77%	6,450,492
042 Gas Utility Fund	3,330,255	2,902,347	37,773	2,940,121	88%	390,134
043 Water Utility Fund	4,404,026	3,790,542	53,435	3,843,978	87%	560,048
044 Wastewater Utility Fund	9,291,220	5,480,224	0	5,480,224	59%	3,810,996
046 Sanitation Services Fund	1,827,595	2,113,267	0	2,113,267	116%	(285,672)
048 Airport Fund	2,575,348	773,575	0	773,575	30%	1,801,773
Internal Service Funds						
064 Health Insurance Fund	2,792,975	2,648,378	0	2,648,378	95%	144,597
065 Workers' Compensation Insurance Fund	318,670	322,445	0	322,445	101%	(3,775)
066 Risk Management Fund	303,205	776,318	0	776,318	256%	(473,113)
510 Fleet Maintenance Fund	2,234,210	1,285,117	671,764	1,956,880	88%	277,330
Pension Trust Funds						
061 Municipal Police Retirement Trust Fund	732,375	488,063	0	488,063	67%	244,312
062 Municipal Firemen's Retirement Trust Fund	705,645	825,840	0	825,840	117%	(120,195)
063 General Employees' Retirement Fund	1,412,000	464,050	0	464,050	33%	947,950
Total All Funds	\$ 80,503,376	\$ 57,065,200	\$ 11,674,132	\$ 68,739,332	85%	\$ 11,764,044

NOTE - Amounts may not sum due to rounding.

* Interfund Charges and Transfers, Developer Contributions, and Debt Proceeds

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On October 1, 2019 and Ending on February 28, 2020

Prepared by: Finance Department

Fund Name	Disbursements			Budget Balance	Excess of Receipts Over (Under) Disbursements
	Adopted Budget	Amount	Percentage		
<u>General Fund</u>	\$ 13,115,626	\$ 14,967,097	114%	(\$ 1,851,471)	(\$ 944,024)
<u>Special Revenue Funds</u>					
Housing Assistance	49,265	55,371	112%	(6,106)	(9,795)
Debt Service Fund	639,665	1,186,618	186%	(546,953)	348,581
Capital Projects Fund	4,648,865	3,197,255	69%	1,451,610	1,627,890
Local Option Sales Tax	1,143,068	1,594,108	139%	(451,040)	(803,987)
Police Forfeiture Fund	2,915	0	0%	2,915	1,181
Police Education Fund	2,500	5,851	234%	(3,351)	(3,904)
Gas Tax	344,630	484,749	141%	(140,119)	(227,551)
Police Impact Fees	10,500	9,221	88%	1,279	44,218
Fire Impact Fees	0	60	0%	(60)	6,503
Recreation Impact Fees	10,415	27,000	259%	(16,585)	13,007
Building Fund	537,590	312,893	58%	224,697	119,122
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA Fund	192,310	108,508	56%	83,802	322,661
Carver Heights CRA Fund	166,510	51,056	31%	115,454	274,839
Highway 27/441 CRA Fund	342,645	151,059	44%	191,586	634,474
<u>Total General Governmental Funds</u>	21,206,504	22,150,845	104%	(944,341)	1,403,214
<u>Enterprise Funds</u>					
Stormwater Utility Fund	1,036,194	423,777	41%	612,417	245,695
Electric Utility Fund	28,333,154	21,828,724	77%	6,504,430	53,938
Gas Utility Fund	3,330,255	2,579,020	77%	751,235	361,101
Water Utility Fund	4,404,026	3,156,749	72%	1,247,277	687,228
Wastewater Utility Fund	9,291,220	3,849,163	41%	5,442,057	1,631,061
Sanitation Services Fund	1,827,595	1,895,587	104%	(67,992)	217,680
Airport Fund	2,575,348	975,914	38%	1,599,434	(202,338)
<u>Internal Service Funds</u>					
Health Insurance Fund	2,792,975	3,032,002	109%	(239,027)	(383,623)
Workers' Compensation Insurance Fund	318,670	286,008	90%	32,662	36,437
Risk Management Fund	303,205	775,160	256%	(471,955)	1,158
Fleet Maintenance Fund	2,234,210	1,683,364	75%	550,846	273,516
<u>Pension Trust Funds</u>					
Municipal Police Retirement Trust Fund	732,375	444,869	61%	287,506	43,193
Municipal Firemen's Retirement Trust Fund	705,645	693,490	98%	12,155	132,350
General Employees' Retirement Fund	1,412,000	1,287,355	91%	124,645	(823,305)
Total All Funds	\$ 80,503,376	\$ 65,062,028	81%	\$ 15,441,348	\$ 3,677,304

**CITY OF LEESBURG
CASH AND INVESTMENTS BY FUND
2/28/2021**

POOLED CASH & INVESTMENTS		TOTAL	GENERAL FUND	SPECIAL REVENUE FUNDS GROUP	DEBT SERVICE FUNDS	CAPITAL PROJECTS FUND	ELECTRIC UTILITY FUND	GAS UTILITY FUND	WATER UTILITY FUND	WASTEWATER TREATMENT FUND	COMMUNICATION FUND	SANITATION SERVICES FUND	STORM WATER FUND	AIRPORT FUND	BUILDING PERMITS FUND	INTERNAL SERVICE FUNDS GROUP
OPERATING CASH		\$ 75,928,566.60	\$14,763,436.05	\$4,803,369.42	\$ 830,739.54	\$ 842,635.85	\$ 12,312,995.22	\$ 2,930,178.58	\$ 5,945,801.67	\$ 16,817,895.24		\$ 2,076,912.23	\$2,711,498.95	\$2,794,764.13	\$ 2,344,809.18	\$ 6,753,530.54
RESTRICTED CASH																
	CUSTOMER DEPOSITS	6,058,978.04					4,707,283.97	790,624.01	555,720.06			3,160.00				
	RENEWL & REPLCMNT	18,699,560.16	1,116,005.72	8,407.51			5,936,986.57	814,999.98	2,827,054.74	6,955,718.37		850,000.00				190,387.27
	BONDNOTE SINKING FUND	22,748,095.91		249,331.32			7,998,216.43	54,649.86	475,481.42	13,970,416.88						
	INFRASTRUCTURE DEVELOPMENT															
	SIGN GRANT & HUD SHIP															
	HWY 441/27 CRA - Restricted Surplus	600,000.00		600,000.00					829,283.56	3,613,151.60						
	IMPACT FEES	4,442,435.16				5,893,571.80										
	OTHER RESTRICTED CASH	6,167,885.01						202,300.99								
	DEVELOPER CONTRIBUTIONS	2,442,414.92		72,012.22			2,417,735.52	24,679.40								
	RATE STABILIZATION	2,433,336.00					2,433,336.00									
SUBTOTAL OF RESTRICTED CASH		63,592,705.20	1,116,005.72	929,751.05		5,893,571.80	23,493,558.49	1,887,254.24	4,687,539.78	24,541,476.85		853,160.00				190,387.27
TOTAL POOLED CASH		\$139,521,271.80	\$ 15,879,441.77	\$ 5,733,120.47	\$ 830,739.54	\$ 6,736,207.65	\$ 35,806,553.71	\$ 4,817,432.82	\$ 10,633,341.45	\$ 41,359,372.09	\$ -	\$ 2,930,072.23	\$ 2,711,498.95	\$ 2,794,764.13	\$ 2,344,809.18	\$ 6,943,917.81
NON-POOLED RESTRICTED CASH																
	CASH WITH FISCAL AGENT	1,306,368.50			682,798.65			104,587.83	217,551.04	301,430.98						
	DEPOSITORY TRUST ACCOUNT	165,093.18						165,093.18								
	DEP-WELLS FARGO															
SUBTOTAL NON-POOLED CASH		1,471,461.68			682,798.65			269,681.01	217,551.04	301,430.98						
TOTAL POOLED CASH AND INVEST		\$140,992,733.48	\$15,879,441.77	\$ 5,733,120.47	\$1,513,538.19	\$6,736,207.65	\$35,806,553.71	\$5,087,113.83	\$10,850,892.49	\$41,660,803.07		\$2,930,072.23	\$2,711,498.95	\$2,794,764.13	\$2,344,809.18	\$6,943,917.81

INDIVIDUAL SPECIAL REVENUE FUNDS

POOLED CASH & INVESTMENTS		SPECIAL REVENUE FUNDS TOTAL	HOUSING ASSISTANCE FUND	GREATER LEESBURG CRA FUND	CARVER HEIGHTS CRA FUND	HIGHWAY 441/27 CRA FUND	POLICE FORFEITURE FUND	POLICE EDUCATION FUND	DISCRETIONARY SALES TAX FUND	GAS TAX FUND	POLICE IMPACT FUND	FIRE IMPACT FUND	RECREATION IMPACT FUND
OPERATING CASH		\$ 4,803,369.42	\$ 288,132.61	\$ 130,742.17	\$ 555,063.72	\$ 2,106,606.69	\$ 80,639.39	\$ (1,518.39)	\$ 399,956.50	\$ 599,193.51	\$ 506,275.76	\$ 30,654.27	\$ 107,623.19
RESTRICTED CASH													
	HUD SHIP PROGRAM & \$HOUSE PROCEEDS	72,012.22	72,012.22										
	BONDNOTE SINKING FUND	249,331.32		42,551.00		206,780.32							
	SIGN GRANT												
	R&R / OTHER RESTRICTED	8,407.51	8,407.51										
	CUSTOMER DEPOSITS	600,000.00				600,000.00							
SUBTOTAL OF RESTRICTED CASH		\$ 929,751.05	\$ 80,419.73	\$ 42,551.00	\$ -	\$ 806,780.32	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL POOLED CASH		\$ 5,733,120.47	\$ 368,552.34	\$ 173,293.17	\$ 555,063.72	\$ 2,913,387.01	\$ 80,639.39	\$ (1,518.39)	\$ 399,956.50	\$ 599,193.51	\$ 506,275.76	\$ 30,654.27	\$ 107,623.19
NON-POOLED RESTRICTED CASH													
	DEP-WELLS FARGO	-											
SUBTOTAL NON-POOLED CASH		\$ -											
TOTAL POOLED CASH AND INVEST		\$ 5,733,120.47	\$ 368,552.34	\$ 173,293.17	\$ 555,063.72	\$ 2,913,387.01	\$ 80,639.39	\$ (1,518.39)	\$ 399,956.50	\$ 599,193.51	\$ 506,275.76	\$ 30,654.27	\$ 107,623.19

INTERNAL SERVICE FUNDS

POOLED CASH & INVESTMENTS		INTERNAL SERVICE FUNDS TOTAL	HEALTH INSURANCE FUND	WORKERS' COMPENSATION FUND	RISK MANAGEMENT FUND	FLEET MAINTENANCE FUND
OPERATING CASH		\$ 6,753,530.54	\$ 1,234,646.64	\$ 2,059,810.76	\$ 159,185.66	\$ 3,299,887.48
RESTRICTED CASH		190,387.27				190,387.27
SUBTOTAL OF RESTRICTED CASH		\$ 190,387.27	\$ -	\$ -	\$ -	\$ 190,387.27
TOTAL POOLED CASH		\$ 6,943,917.81	\$ 1,234,646.64	\$ 2,059,810.76	\$ 159,185.66	\$ 3,490,274.75
TOTAL POOLED CASH AND INVESTMENTS		\$ 6,943,917.81	\$ 1,234,646.64	\$ 2,059,810.76	\$ 159,185.66	\$ 3,490,274.75

**CITY OF LEESBURG
INVESTMENT REPORT
2/28/2021**

DESCRIPTION	BALANCE 2/28/2021
BANK OPERATING AND SAVINGS ACCOUNTS	
Truist Bank - Disbursement	\$66,102,341
TD Bank - Savings	4,003,950
CenterState Bank - Savings	1,679,444
Centerstate Bank - CD	4,071,886
Synovus - CD	2,082,957
	\$77,940,578
LOCAL GOVERNMENT INVESTMENT POOLS	
FLSAFE	7,770,455
FLCLASS	9,832,496
FLPRIME	5,982,742
	23,585,694
U S TREASURY MONEY MARKET FUND (FGU Deposit)	165,093
US BANK (Fiscal Agent)	1,306,369
CHANDLER ASSET MANAGEMENT (SECURITIES)	35,495,000
PUBLIC TRUST ADVISORS (SECURITIES)	2,500,000
	37,995,000
TOTAL INVESTMENTS	140,992,733
MARKET ADJUSTMENT	495,517
TOTAL VALUE OF INVESTMENTS	\$141,488,250

