

**AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, DECEMBER 12, 2022 5:30 PM**

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS:

A. None

3. PRESENTATIONS:

A. Employee Service Award Recognitions:

Five Years: Nancy Avila, Finance; and Christopher Surgener, Public Works

Ten Years: John Farris, Building

Thirty Years: Allen Carter, Police

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 November 28, 2022

B. PURCHASING ITEMS:

- 1. Purchase request by Fleet Services for the purchase of one (1) new front-load refuse truck.**
- 2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Amendment to an existing Agreement for Lift Station Rehabilitation Services with Danus Utilities, Inc.; and providing an effective date.**
- 3. Purchase request by Public Works for improvements at Pat Thomas Stadium using an existing Job Order Contract with Johnson-Laux Construction, LLC, for construction services related to various upgrades to Pat Thomas Stadium for an amount of \$150,469.45.**
- 4. Purchase request by Public Works to replace the John L. Johnson Fence using an existing Job Order Contract with Johnson-Laux Construction, LLC, for an amount of \$214,346.97.**

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Land Lease Agreement with Good News Church of Central Florida, Inc., for the benefit of the Leesburg Police Department and in favor of the City; and providing an effective date.**
- 2. Resolution of the City Commission of the City of Leesburg, Florida amending the Fiscal Year 2021-22 Budget for the General, Capital Projects, Gas, Wastewater, Discretionary Sales Tax and Fleet Services Funds for the Fourth Quarter; and providing an effective date.**
- 3. Resolution of the City Commission of the City of Leesburg, Florida accepting a Right-of-Way Deed to the City of Leesburg from Village Community Development District No. 14, for the purpose of dedicating all roadways located within Villages of West Lake Unit No. 55, Unit No. 56, Unit No. 57, Unit No. 58, Unit No. 59, Unit No. 60, Unit No. 61, Unit No. 62, Unit No. 63, Unit No. 64, Unit No. 65, Unit No. 66, Unit No. 67, Unit No. 68, Unit No. 69, and Unit No. 70 as described therein; and providing an effective date.**

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

A. SECOND READING OF ORDINANCES

1. None

B. FIRST READING OF ORDINANCES

1. **An Ordinance of the City of Leesburg, Florida amending the City Code of Ordinances by amending Chapter 22, Section 22-7, Natural Gas Line Installation Procedures; providing for severability; providing for inclusion in the Code of Ordinances; providing for conflicts; and providing for an effective date.**

C. NON-ROUTINE ITEMS

1. None

7. INFORMATIONAL REPORTS:

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

- A. None**

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. ROLL CALL:

11. ADJOURN:

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

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

**AGENDA MINUTES
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, NOVEMBER 28, 2022 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, November 28, 2022, at Leesburg City Hall. Mayor Pederson called the meeting to order at 5:31 p.m. with the following members present:

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

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

INVOCATION

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

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

2. PROCLAMATIONS:

A. None

3. PRESENTATIONS:

A. Certification Results of the November 8, 2022 Election

CC Purvis announced the official election results of the November 8, 2022 election which were certified by the Lake County canvassing board. The official results were signed by, Emily Currington, County Court Judge, D. Alan Hayes, Supervisor of Elections, and Jennifer Hill, BoCC Appointee, constituting the Board of County Canvassers. The results were certified on the 18th day of November 2022 A.D. They proceeded publicly to canvas the votes given for several offices and persons specified at the nonpartisan election held on the 8th day of November 2022 A.D. as shown by the returns on file with the office of the Supervisor of Elections.

City of Leesburg, City Commissioner Seat One, District One:

The whole number of votes cast was 898

Allyson Berry received 527 votes

Constance Christian received 371 votes

City of Leesburg, City Commissioner Seat 2, District 2:

The whole number of votes cast was 1,216

Darel Crane received 375 votes

Alan Reisman received 841 votes

City of Leesburg Ordinance 2022-43 Referendum Question Number One:

Yes for approval 6069 votes

No for rejection 1688 votes

City of Leesburg Ordinance 2022-43 Referendum Question Number Two:

Yes for approval 5201 votes

No for rejection 2573 votes

This was certified, pursuant to Section 102.112, of the Florida Statute. The Canvassing Board compared the number of persons who voted with the number of ballots counted and the certification included all valid votes cast in the election.

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.

Mayor Pederson stated before beginning with public comments for the citizens who may be here to provide input in favor or against the recently heard Treasure Trove annexation, land use and zoning case. The Leesburg City Commission duly advertised, took comments and publicly heard this case at the meeting on Monday, November 14, 2022. The ordinance to consider annexation of the Treasure Trove subdivision failed by a vote of one in favor and three against. As a result, number one, the property was not annexed. Number two, there was no reason to consider land use and zoning on the parcel. Number three, the matter is ostensibly concluded. However, during the November 14th public hearing on that matter, Commissioner Robuck stated he may implement a parliamentary rule that allows reconsideration of an ordinance that failed. This rule is specifically provided for in Section 2-39, Section D of the Code of Ordinances. It states that any member of the Commission who voted on the prevailing side of a motion may ask for reconsideration of that motion at the next regular meeting. Therefore, if Commissioner Robuck seeks reconsideration of the Treasure Trove annexation under the rules of procedures, the City Commission would need to vote on whether the matter will be reheard. Should this question be asked, it is the legal opinion of this body that the question is one of parliamentary procedure to be considered by the commission only. If a reconsideration vote is taken, then the commission will deliberate and no comments will be taken from the public. If the vote passes, then another public hearing on the matter will be conducted no sooner than thirty (30) days after the proper advertisements are issued. At that hearing, public comments will be taken. If the reconsideration vote fails or is not considered, then the matter remains closed and the parcel remains unincorporated outside the regulatory oversight of the City of Leesburg land development regulations. He then asked for general public comments.

Robin Woods, Bordeaux Drive, Leesburg, said she was there in response to the consideration of buying equipment to fluoridate the city's water. Water fluoridation is an unmitigated public health disaster. Fluoride is an enzyme poison when ingested. Fluoride was marketed to reduce cavities beginning in the 1940's. Current science shows that ingestive fluoride brings no benefits and delivers significant risks. In fact, the FDA has never safely tested fluoride for ingestion. If this is new information to you, it was to her. Her mom used to give her fluoride vitamins and she was supposed to take them when she went off to school. However, she would bury them in the flower pot and it ended up killing her mom's plant. She found out, but eventually she got white spots on her teeth, which she later found out in her adult life was fluorosis caused by fluoride. Prior to 1938, sodium fluoride was sold solely as a rat poison. She stated that calcium fluoride occurs naturally in water; however, that type of fluoride has never been used for fluoridation. Instead, what is used over ninety percent of the time, is silico fluoride, which is eighty-five times more toxic than calcium fluoride. It is a non-biodegradable hazardous waste product that comes straight from pollution scrubbers of big industries and phosphate mining companies. If not dumped in the public water supplies, these silico fluorides would have to be neutralized at the highest rated hazardous waste facility at a cost of a dollar forty per gallon or more depending on how much cadmium, lead, uranium, and arsenic, are present. So, cities buy these unrefined pollutants and dump them; lead, arsenic and all, into the water systems. It does not sound like a really good idea. Many countries have already banned fluoride. Most of Europe, Japan, Israel, China and India. They are banned. In fact, Pinellas County, Florida voted to end fluoridation of its drinking water to about seven hundred thousand residents, saving two hundred and seventy thousand dollars a year. There are over twenty-three published studies that show reduced IQ from fluoride exposure. Fluoride is found in tap water and dental products. It is a chemical that blocks iodine in the body. Fluoride, chlorine and bromide are health-damaging chemicals that share the halide chemical category with iodine. They are able to mimic iodine in the body and even replace it in the iodine receptor, putting bad and toxic in for good and that is what we need. Thyroid cancer rates have risen 3.8 percent every year for the last ten years. Hyperthyroidism is at epidemic levels in our modern society, leading to weight issues and challenges, and as a longtime resident since 1984, she has been here most of her life. She asked that they consider the overall health and the minds of the children before moving forward with purchasing equipment to disperse this toxic waste into the community. **Mayor Pederson** mentioned that there would be further discussion in about three or four months on this before a decision is made.

5. CONSENT AGENDA:

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Items pulled for discussion:

5.A.1 - City Commission Meeting Minutes - November 14, 2022

5.C.6 - Civic Organization Funding Agreements for Fiscal year 2022-23

5.C.7 - Providing funding for the Facade, Sign, and Landscape Grant Program (FSL) for a project located within the Greater Leesburg Downtown Community Redevelopment Agency Area

5.C.8 - Approving a Downtown Building Redevelopment Grant to Palace Partners, LLC., for renovations at 410 W. Main Street

Commissioner Robuck moved to adopt the Consent Agenda except for 5.A.1, 5.C.6, 5.C.7, and 5.C.8, and Commissioner Christian seconded the motion.

The roll call vote was:

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

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

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held November 14, 2022

Commissioner Burry commented that on page 33, on the first vote when Mayor Pederson called for roll call, it said the mayor was a no and he was a yes. It should read that he was the no and the mayor was the yes. It was a flip-flop. **Mayor Pederson** remarked that it was a three to one vote, but it had the wrong names. **Commissioner Burry** said it was the two to two vote. **Mayor Pederson** said the city clerk had some other changes. **CC Purvis** said on page 34 under the city manager's comments there was a modification made to the explanation of the parliamentary procedures in the Treasure Trove case. **CM Minner** added that there was some confusion on that one. He spoke with the city attorney about it after reviewing it. Essentially, that vote was three-phased. It was a tie of two-two, then Commissioner Robuck changed his vote to make it one-three. There was a reconsideration to table it to a date specific for this evening and that failed. We thought the minutes were a little vague, so went back and asked the city clerk about it. They struck a portion of the minutes, so the third part of that specifically was about tabling it and not a reconsideration pursuant to Section 2-39.

Commissioner Burry made a motion to approve the minutes with the changes as noted and Commissioner Robuck seconded the motion.

Mayor Pederson asked if there were any comments from the public. There were none.

The roll call vote was:

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

Five yeas, no nays, the Commission approved the minutes with the changes as noted.

B. PURCHASING ITEMS:

1. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment Two with Sissine's Business Solutions of Orlando, LLC, amending the contract term; and providing an effective date.**

ADOPTED RESOLUTION 11,219

2. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement with OCI Associates, Inc.; and providing an effective date.**

ADOPTED RESOLUTION 11,220

- a. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Task Order with OCI Associates, Inc. for Library HVAC Assessment in the amount of \$13,460.00; and providing an effective date.**

ADOPTED RESOLUTION 11,221

3. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement with Calvin, Giordano & Associates, Inc.; and providing an effective date.**

ADOPTED RESOLUTION 11,222

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a First Amendment to Lease Agreement, between the City of Leesburg and BHI Properties of Central Florida, LLC, for the purpose of amending the tie-down spaces and additional ramp square footage, that are included in the leased premises; and providing an effective date.**

ADOPTED RESOLUTION 11,223

2. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a First Amendment to Lease Agreement, between the City of Leesburg and Central Florida Avionics and Instruments, LLC, for the purpose of amending the tie-down spaces that are included in the leased premises; and providing an effective date.**

ADOPTED RESOLUTION 11,224

3. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Third Amendment to The Consolidated Lease Agreement, between the City of Leesburg and SunAir Aviation, Inc., for the purpose of amending the tie-down spaces that are included in the leased premises; and providing an effective date.**

ADOPTED RESOLUTION 11,225

4. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Fourth Amendment to Lease Agreement, between the City of Leesburg and Wipaire, Inc., for the purpose of amending the tie-down spaces that are included in the leased premises; and providing an effective date.**

ADOPTED RESOLUTION 11,226

5. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and the City Clerk to execute an Interlocal Agreement with Lake County, Florida for the jurisdiction transfer of Rumford Road (3220); and providing an effective date.**

ADOPTED RESOLUTION 11,227

6. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Civic Organization Funding Agreements for Fiscal Year 2022-23 with Band Parents Association of Leesburg High School, Inc., Boys and Girls Clubs of Central Florida, Inc., Community Development Corporation of Leesburg, Inc., Leesburg Area Chamber of Commerce, Leesburg Arts Festival DBA Leesburg Center for the Arts, Leesburg Partnership, Inc. and Melon Patch Players, Inc.; and providing an effective date.**

ADOPTED RESOLUTION 11,233

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

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

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Burry asked about the civic funding for the high school band. Are we still going to look into that? **CM Minner** replied they did not collect last year, so that was a rollover, meaning that money is gone. We are only talking about one thousand dollars. If the commission prefers, we can pull this year's

grant. If they come back to us, we can revisit it then. **Commissioner Burry** stated that is what he would like to do. **Mayor Pederson** said he believes that money went to them a couple years ago for a trip to Washington. **CM Minner** agreed and said they have never gone back and changed that. **Commissioner Burry** said with regards to the funding for the Center for the Arts. He would like to hold that funding until a later date. He is not against funding the arts, but with the pending investigation, that needs to be completed before we give them more money. **Commissioner Robuck** concurred. **Commissioner Christian** commented that the school hired a new band director. Maybe we could help them. Maybe they could come in and talk to the city manager to see if we could help them out. **CM Minner** replied that he would reach out to them.

Commissioner Burry made a motion to amend the resolution to pull the funding for the high school band because they have a residual from last fiscal year and to hold the funding for the Arts Center until such time that they have squared away their current financial situation and provided more information to the city and brought it back to the city commission and Commissioner Robuck seconded the motion.

The roll call vote on the amendment was:

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

Four yeas, no nays, one abstain, the Commission approved the amendment to the resolution.

The roll call vote was:

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

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

7. Resolution of the City Commission of the City of Leesburg, Florida providing funding for the Facade, Sign, and Landscape Grant Program (FSL) for a project located within the Greater Leesburg Downtown Community Redevelopment Agency Area; and providing an effective date. (Palace Partners)

ADOPTED RESOLUTION 11,234

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

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

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Connell stated that his comments would be the same as last time. Those comments would be the same for both items 5.C.7 and 5.C.8. He does not think we should be giving this kind of money away without any stipulations. We do not know what their plans are for that building. We know they are making these repairs, but it is not in the best interest of the taxpayers to give the money away. Two hundred and seventy thousand dollars, and they could potentially turnaround and sell it. They would have just pocketed taxpayers' money. There should be some sort of time limitation saying how long they should own that building. They should have to put a business in there. The intent was to redevelop the downtown. We should not just let someone develop a building on taxpayers' money for them to throw up a for-sale sign. Until we can get something in the ordinance, anything that comes up, he will never be a yes. It is unheard of to give away that kind of money. This is almost three hundred thousand dollars and there are no stipulations about what they can do with the building once the improvements are made.

Mayor Pederson remarked that there have been previous discussions on this. In his opinion, this is exactly what the program was for. **Commissioner Burry** pointed out that we are talking about the facade, sign and landscape grant. **Mayor Pederson** apologized, he was moving on to the next item on the agenda. **Commissioner Connell** stated with 5.C.8, his comments would be the same.

The roll call vote was:

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

Three yeas, one nay, one abstain, the Commission adopted the resolution.

8. Resolution of the City Commission of the City of Leesburg, Florida approving a Downtown Building Redevelopment Grant to Palace Partners, LLC, for renovations at 410 W Main Street; and providing an effective date.

ADOPTED RESOLUTION 11,235

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

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

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Connell remarked that he had the same comments as the last item. This is a quarter million dollars. How can we just give someone that kind of money when they are just improving a building? They could just turn around and sell it with no ties or strings attached to the city. **Mayor Pederson** said this gentleman paid 1.4 million dollars for the property. He has a construction budget of six hundred and twenty four thousand dollars, of which we are giving him two hundred and fifty thousand dollars towards the redevelopment of that three-story building in downtown Leesburg. **Commissioner Christian** remarked that he heard what was being said. He understands the concerns. Maybe that is something they look at moving forward. When they initially talked about the downtown, they put a lot of money into the downtown. Some of it worked and some of it did not. Yet we

still have buildings that are inoperable for development due to costs. His wife visited downtown Mount Dora on Sunday and all he has heard for the last two days is how great and beautiful downtown Mount Dora is. He was sure that did not just happen because people said let's pump money into Mount Dora. The city had to assist with roads and other things to make it a destination location. Even at three hundred thousand dollars, if the concerns were that they paid 1.4 million dollars and he put another six hundred thousand dollars into remodeling the building. He has put close to two million dollars into this building. With us being a capitalistic society, if he sold it for 2.5 million dollars, Leesburg would have a new investor who had just put 2.5 million dollars into downtown Leesburg. We will have a building that is fully renovated. Hopefully, people will come and move to downtown Leesburg. Hopefully, they will shop in downtown Leesburg. We need to keep the business operational for more than two or three years. That has always been the thing in downtown Leesburg, where at five o'clock nothing is open except for Two Old Hags. We need to have more businesses that stay open past five o'clock. He has been saying that for the past ten to fifteen years. People have to live downtown, they have to be able to shop downtown, they have to want to come downtown. This is a risk that Leesburg is taking, but if the person sells it, the person that buys will get a building that is already renovated. They were in Savannah on a tour and they were talking about putting sprinkler systems in the downtown and seeing houses subsidized. The opera house was the first building they put a sprinkling system in, and that was with a CRA type loan. That building has been bought and sold, but they have done great things with that building. That would not have been done without a fifty to sixty thousand dollar sprinkler system. These are the risks that we have to take. The downtown will not be remodeled by us crossing our fingers and hoping for it. It has to be intentional and this is one of those intentional things the city is doing. We are intentionally helping someone remodel a three-story building. That is why he will support it. He wants to see downtown Leesburg thrive. **Commissioner Connell** clarified that he was not against the program. He was against not having any stipulations for giving away a quarter of a million dollars with no strings attached. We are saying okay, make these improvements and then do whatever you want with the building with no requirements at all. That is where the problem lies. **Commissioner Christian** agreed, but it would be unfair to punish this guy for something that we did not already have in place. Unfortunately, he will not be on the commission, but maybe something could be put in place moving forward. Maybe the next guy who puts in an application for two hundred thousand dollars from the city gets it yanked, because we did not put enough teeth in it to say you have to keep it or have a probationary period on it that says you cannot sell it for three years, otherwise you have to pay the city a certain amount of back. That may be something the commission looks at moving forward. **Commissioner Connell** stated this was the first one under this new program. We have discussed it and it was discussed last year when the program came about. He still thinks it should be adjusted and those requirements should be made before we start giving out this kind of money. Two hundred and fifty thousand dollars is a lot of money. It is a lot of taxpayer money to give a developer. **Commissioner Robuck** remarked that he would have to abstain. However, he was not really involved in it at all, other than the guy received a quote from a contractor who does business with his company, so to be safe he would need to abstain. With regards to these points, it is important that while it feels bad, if the guy puts the money in and sells the building, he will take our money. At the end of the day, if he sells the building for more money, the city will win because it will be taxed at a higher dollar amount and we are going to re-up it with the CRA. We are going to get a lot more of those funds than we would normally. He understands and it may feel like something is wrong, but at the end of the day, the city comes out ahead in the tax base. He does not care what it is, as long as it is nicer. **Mayor Pederson** mentioned that he and Commissioner Connell have debated this before. He believes he compared it to the Homes and Partnership funding and that is a situation where there was a loan in place and the city gave money for the down payment. That is a whole different animal and they have no skin in the game. This guy has tremendous skin in the game and that is the difference. It was also debated when it was approved. For the audiences' benefit, the commission approved one million dollars for this program. He was disappointed that this was the first request. He hopes to put this entire million dollars into the downtown. He wanted to set a good example and take care

of this applicant. **Commissioner Connell** replied that it was not Homes in Partnership. He remembered that conversation. He still believes there should be some time limitations on this.

Linda Kero, Bumblebee Lane, Leesburg asked what would happen if the builder went bankrupt or if they had other financial problems. What would happen to the taxpayer dollars? Will they be gone? **CM Minner** responded that the program was based on reimbursement and there were two grants being considered. The first one was the facade, sign and landscape grant (FSL). The company provided us with an estimate of about three hundred and fifty thousand dollars worth of exterior improvements. Those improvements qualified for the FSL grant. The FSL grant is paid on a reimbursement basis. If improvements are made, then the value of that building will go up. If they go bankrupt before the improvements are made, then the grant will not be paid. The same holds true for the downtown building grant. The purpose of that grant was to improve multi-story buildings that are older and more historic. We wanted to add ambiance and character to the downtown. We want to add multi-faceted uses to encourage local apartment residential living, commercial business along with professional business. The simple statement is multi-story, multi-use. There was a very specific target area from 9th Street to 2nd Street and from Magnolia to Meadow Street. In that box was a description of the program and there were only eight buildings that fit that description. One of them was Life Stream and the city assumed Life Stream would not be making any improvements. This program was targeted at that multi-use, multi-concept. The palace concept was a multi-use concept that included commercial use on the downstairs, professional use on the second floor and potential residential use on the third floor. If that company goes bankrupt prior to making these improvements, the grant would not be paid out. After some brief conversations with them, they are about seventy-five percent complete with the renovations. Before that grant is paid out, the city will review the receipts. We will review them to make sure improvements are made. If the improvements are not made or if there is some type of bankruptcy, they will not get paid. However, once it has been paid for, we know those improvements have been made to the building and the value goes up. As the mayor mentioned, the palace sold for 1.4 million dollars. If we look at the history of that building, it was owned by one specific local owner for years. It only had a taxable value of about two hundred and fifty thousand dollars. That will now change for two reasons. The sale, which is how taxable value changes. There was a contract for 1.4 million dollars, so, taxable value typically becomes about eighty percent of the sale value and eighty percent of 1.4 million is eight hundred thousand dollars. Somewhere around one million dollars will be the reassessed value. When they come in and pull the permits, we will have a list of the valued improvements they put in. They said they paid about six hundred thousand dollars for interior improvements and three hundred thousand for exterior improvements. Those will become taxable. We will see a building that goes from about three hundred thousand dollars in taxable value to about one point seven-five million dollars. If they decide to flip the building, the city still wins because there will be an immediate increase. We will go from a two hundred thousand dollar taxable value to a one point two million dollar taxable value. They will be a significant contributor to the ad valorem taxes. We had that discussion and he appreciates the commissioner's perspective on this issue. However, that was the discussion they had and why the program was not changed. It could be changed in the future if that is the case. The flip side of the equation and the conversation that came up with our home programs where we do residential single-family lending. We give low-interest loans or no-interest loans to low to moderate-income families. We do make stipulations that they cannot sell. The difference there is that they have no skin in the game on the residential side. If a family has a low to moderate income and the city has potentially fixed and put a couple hundred thousand dollars into a home, we do not want a low to moderate family to come in and flip that home for the increase in assessed value. The structure of that program is to get a family living in a home, not to reap the taxable benefits. There is a difference because that family comes in with a low to moderate income. We are assisting them, we are taking the risk of a high-risk mortgage type customer versus a business person who has put over a million dollars of cash into a facility where there is an immediate return if the building is flipped. Those are big differences and that is the philosophy behind the program.

Obviously, it is a big award, but the crutch there is to get as much investment and redevelopment in the downtown as possible. There are trade-offs in everything we do.

The roll call vote was:

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

Three yeas, one nay, one abstain, the Commission adopted the resolution.

9. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Nguyen Do, for the purpose of granting the City an Easement over the property described therein; and providing an effective date.**

ADOPTED RESOLUTION 11,228

10. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Kane Roman Distributors, LLC, for the purpose of granting the City an Easement over the property described therein, together with the Joinder and Consent to Utility Easement from U.S. Small Business Administration joining and consenting to the Utility Easement and the Joinder and Consent to Utility Easement from SeaCoast National Bank joining and consenting to the Utility Easement; and providing an effective date.**

ADOPTED RESOLUTION 11,229

11. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Antonio Reyes, for the purpose of granting the City an Easement over the property described therein, together with the Joinder and Consent to Utility Easement from J. Cecil Shumacker, III and Constance F. Shumacker joining and consenting to the Utility easement; and providing an effective date.**

ADOPTED RESOLUTION 11,230

12. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from John W. Somerville and Lisa A. Somerville, for the purpose of granting the City an Easement over the property described therein; and providing an effective date.**

ADOPTED RESOLUTION 11,231

13. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from John R. Swisher and Heather Lynn Cloutier, for the purpose of granting the City an Easement over the property described therein; and providing an effective date.**

ADOPTED RESOLUTION 11,232

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

Commissioner Robuck made a motion that the commission reschedule the Treasure Trove annexation, comp plan, and PUD, for a rehearing and Commissioner Christian seconded the motion.

Mayor Pederson requested comments from the commission and the audience.

Commissioner Robuck said this would be reheard. It would be more than thirty days, so it would be heard by the next commission. It is only fair to the applicant that he has a full commission of five votes. They have already sent over some revisions and he would encourage them to work with staff, the new commission and the land owners. **Commissioner Connell** remarked that they listened to almost two hours of testimony on this. They made a decision and he understood Commissioner Christian was not there, but the decision was made. He does not think it needs to be reheard. It had already been heard for almost two hours at the last meeting, so he did not see the need to bring it back up. **Commissioner Christian** commented that, unfortunately, he was not there. He was at an annual church event in Memphis, but he did listen to the comments. He heard all the residents' comments while he was at the airport. He was with everyone, just not in person. He wished he could have been there.

The roll call vote was:

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

Three yeas, two nays, the Commission approved the rehearing of the ordinance.

CM Minner wanted to summarize this for the public. For parliamentary procedure reasons under Section 2-39 of the Code of Ordinances of the city allows a party who is in the prevailing vote on any action and in this case it was an ordinance. If they are in the prevailing action, they are allowed to ask for a reconsideration vote. Meaning they can reconsider, but that reconsideration vote has to come at the immediate next regular meeting. The issue was heard and the Treasure Trove issue was heard, it was publicly advertised, public comments were received, the process was completed, the process was stopped after the commission did not pass the ordinance for annexation. At that time, Commissioner Robuck, this evening, used that section of code, the reconsideration of Section 2-39d to ask the commission for reconsideration. The commission voted this evening by a vote of three-two to rehear the case. That means the Treasure Trove subdivision, the annexation, the land use and the zoning will be reheard. We are now back to the requirements of advertising for the hearing. We will have to redo the hearing. The code on

that issue says there is thirty (30) day notice, so the petitioners have contacted him this afternoon and they want to meet with residents. They know the holidays are around the corner, so for the purposes of this, what he recommended is that the second hearing for the Treasure Trove subdivision be reheard by the commission pursuant to this vote on Monday, February 27, 2023. That is beyond the thirty (30) day requirement and it gives the petitioners time to get in touch with residents for any potential changes based on things they heard at the previous meeting. Then this body will hear the case on the 27th of February 2023. This will be duly advertised with thirty (30) days notice. We will put an advertisement in the newspaper as required by law. We will send out specific notices to all residents who live within the periphery of two hundred feet of that parcel to inform you that the public hearing on this issue will be heard again on Monday, February 27, 2023. At that time, we will have the normal procedure for a public hearing, which is a staff presentation, the petitioner's presentation and then public comment. At that time, everybody will get an opportunity to give their viewpoints to the commission. If you have documents or information or if you want to use PowerPoint, remember everybody will have three minutes. Please get that information to the office of the city manager, or the office of the city clerk. We will make sure that whatever documentation or information that you want to disseminate to the commission is happening. In summary, Treasure Trove will now be reheard on Monday, February the 27th 2023 at 5:30 pm. We will duly advertise that pursuant to the state requirements.

should we give out the new commissioner's cell phone numbers they had Christmas present oh and by the way my last coping trip finally got rescheduled Indonesia Cambodia okay moving on uh public hearings and non-routine items uh second reading of ordinances we are now moving into a quasi-judicial procedure I'm going to let our City attorney take over for a minute yes sir thank you Mr Mayor uh as was mentioned we're going to move into our second reading of ordinances so if anyone is here present this evening and plans to present any evidence or testimony on the public hearing items and that's under 6A of the agenda if you would please stand and raise your right hand so you could be sworn in now all right do you swear or affirm that all testimony you'll give tonight will be the truth the whole truth and nothing but the truth all right thank you very much all right Mr Mayor

A. SECOND READING OF ORDINANCES

- 1. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 49 +/- acres; and being generally located west of County Road 44 and north and south of Seng Road, lying in Section 16, Township 19 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 1; and providing an effective date. (Swan Capital)**

ADOPTED ORDINANCE 22-59

Mayor Pederson asked the city attorney if he would swear-in everyone since they were moving into quasi-judicial procedures. **CA Watson** asked anyone in attendance who wished to provide any evidence or testimony on any public hearing item under 6A of the agenda to stand and raise their right hand. He swore them all in.

Commissioner Burry introduced ordinances 6.A.1, 6.A.2, and 6.A.3 and asked that they be read by title only. CC Purvis read the ordinances by title only.

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

Mayor Pederson requested comments from the Commission and the audience.

PZD Miller stated this item was for annexation, comp plan, and rezoning. The property is located west of CR 44 and north and south of Seng Road. It contains approximately forty-nine acres. There was a request to change the future land use designation from Lake County Rural-Transition to City of Leesburg Estate-Residential. The applicant is requesting to amend the zoning from Lake County-A Agriculture to R-1 Residential in the City of Leesburg PUD. The project is planned to contain single-family units only. There will be one hundred and sixty-two units on fifty and sixty foot lots. They will have a one thousand five hundred and one thousand seven hundred square foot minimum house size. It will be three point three units per acre with thirty-five percent open space. There are design standards for all homes. It will include dark sky lighting and gutters on all four sides. They will have a boulevard style access point on CR 44. It will include a twenty-five foot buffer around the entire property. There will be trees in each yard. Wetlands protection, irrigation controls, and Bermuda, Bahia, and Zoysia grass instead of Saint Augustine. They are required to have 0.9 acres of recreational area. The staff would like to respectfully request three changes to the PUD document. At the last meeting, there was a request for an industrial use notice to be added. He met with the applicant and in phase two, that would include an extensive environmental study. They requested that this notice be changed from an industrial notice to an agricultural notice. It would be a notice of agricultural use instead of an industrial notice. From the staff's viewpoint, as this is the notice for announcing that, this use can be interpreted as either industrial or agricultural. There are cattle on the property and the sprayfield. The staff does not have an objection to that use. It does point out the different land use and it accomplishes the same goal. On the side, setbacks for the sixty-foot wide lots, the applicant would like to change that from seven point five feet, which would give them fifteen feet between the houses to five feet. That would allow the option of building three-car garages and RV garages. They have seen those in Arlington Ridge. In return for that, they would be happy to use the gutter language. That was agreed to on some previous projects that have dealt with hip-roofs and staff is okay with that. Finally, it was requested at that meeting that staff remove the reference to Concept Plan B. Staff faithfully did that, but somehow it did not get corrected in the software. He apologized for that. That was his fault and he would like the opportunity to get that fixed. There are places on page one and two of the PUD that need to be corrected. Mike Rankin of Land Planning Group and Eric Swanson of Swan Capital are present if there are any questions. **Mayor Pederson** asked if they were going with Plan B? **PZD Miller** responded they were going with Plan A, the single family only. **Commissioner Burry** clarified that there would be one hundred and sixty-two single family homes. **PZD Miller** answered yes. **Commissioner Christian** asked if there were any concerns about the RV parking and the number of RVs. Would they be limited or built as the market is driven? **PZD Miller** answered from the staff's standpoint, they would prefer the market drive whether or not someone chooses the option of a three-car garage or an RV garage. They have seen a lot of houses in Arlington Ridge over the past couple of years have RV garages. It is something you have to get used to, but when there are a few in the neighborhood it is not a big deal. **Commissioner Christian** said that we have some in a subdivision off of Sunnyside. His concern was with the road and the turn radius. The roads are not really conducive to having twenty RV's and one hundred sixty houses. Are we going to say build as many as you want, are we going to limit them? Do we have any concerns about the number of RVs that may be allowed in a neighborhood? If you go to the newer subdivisions, most people do not park in their garages. They actually park on the street. If you go to Lake Denham or Sunnyside, they have more cars on the street than they have parked in their driveways. It is hard for us to manage that, so

realistically, do we have any considerations for that? **PZD Miller** responded they do not. Generally, RV garages are built into homes. They are with the house, they are not a separate garage. **Commissioner Christian** said he has seen them over in Sunnyside when he rides around. **PZD Miller** said if the commission wants to put a limit on that, staff would not have any issues with that. **Commissioner Christian** wondered if there were any concerns. The roads are not very large. Do we have any concerns about that at all? **PZD Miller** responded that because of the way the structure is built they probably will not put one on anything but a sixty-foot lot. That would be the only option. They did not do an extensive review of that, to directly answer the question. Generally, that is an option the builder offers the person buying the home. They are not found on all of the homes in a neighborhood. It might be a percentage and they can limit that if the commission would like. The staff would have no reason to object to that. They could possibly mark off a separate area for RV parking. There are multiple options that could be done. **Commissioner Christian** stated he would leave it up to the builder, since he would have to deal with the homeowners. **Commissioner Burry** asked about Cutrale. They said this should not be built because of the sprayfield. Now, the builder wants to give a letter that says there are cows out there and that this area is agriculture. **PZD Miller** answered there was an industrial notice in the PUD and the city automatically puts that in there when it is next to an industrial use. That land is actually agricultural zoned and there are big Watusi cattle out there. From that standpoint, because it is Cutrale reuse water being sprayed out there and there is no odor, it is not an industrial effect. It is more of an agricultural effect on the homeowners. The staff did not have an objection to whether it was called industrial or agricultural. It is simply a notice saying there is something going on there. **Commissioner Robuck** remarked that they needed to be careful. That is a sprayfield and that is what they use it for. Growing up out there, there were times when you could smell it and the residents would complain. They would flush their lines and then it would stop. We may one day have people coming in here if they do not tell them what is out there. **PZD Miller** asked if the sprayfield notice wording would work? **Commissioner Burry** replied that a sprayfield with cattle notice would work. That way, the homeowners know exactly what is out there. It does not have to be that it is industrial because it is a sprayfield and they need to be aware of that. **PZD Miller** commented it is zoned agricultural. The likelihood of it ever becoming an industrial use is highly unlikely, but the sprayfield could be argued as agriculture or industrial. He believes the sprayfield notice will work. **CA Watson** commented that he looked at the PUD language and in Section 4E, which addresses the sprayfield notice. That may be what the commissioners are looking for. **PZD Miller** read Section E of the PUD. He stated from a staff perspective and standpoint that if they wanted to call it a notice of sprayfield, it would be the same. It basically said that it was. **CA Watson** added that the current language calls it a sprayfield in the PUD. **PZD Miller** said it may be a little dicey, but the zoning will never be an industrial use even in the county. In addition, if the commission would like them to limit the RVs to the sixty-foot lots, they could make that work. **Commissioner Christian** said he was fine with that. They would only be able to get those on the sixty-foot lots. The fifty-foot lots would be tight. **PZD Miller** said the fifty-foot lots would be too small.

Michael Rankin, President of LPG Urban & Regional Planners, 1162 Camp Avenue, Mount Dora stated in thirty-three days he and his wife would be the new owners of LPG. They have spent nearly a year on this project in a paradigm fashion of what the developer wanted and what realistically they felt they could present to the city commission. It has taken some time, but city staff have been right there with them working, trying to bring the best possible project forward. The applicant, Eric Swanson, represents Swan Capital and the project is called Morningside. They are proposing one hundred and sixty-two single-family homes. They had a previous plan that showed an alternative and they were asked to choose one or the other. This was the one they chose. The open space is at seventeen percent. They were required to be at fourteen percent. They are a tick above that requirement. The proposed density is three-point units per acre. They included renovations for the single-family homes for the development. They will adhere to the dark sky and the landscape policies that were put in place recently. He wanted to keep the presentation short for the people in the audience who wanted to talk. They are available for any

questions. **Commissioner Connell** asked if there would be only one entrance and exit out of the subdivision. **Mr. Rankin** replied there were two entrances off CR 44.

CA Watson asked for anyone present who planned to present any evidence or testimony on this item to stand and raise their right hand. He swore them in.

Ray Hayden, 35121 Dennis Road, Leesburg, commented on the two exits off CR 44. The county is highly unlikely to be happy about that. Even if it were to be annexed and become city property. With access to CR 44, that will be difficult. At a future meeting on a different issue, he will talk about the number of deaths that have happened on CR 44, along the stretch from US 441 to CR 473. There have been a number of deaths and the vast majority of those deaths are traffic fatalities. Including the one that just happened near this area. He and his wife went and took photographs of that accident scene and they submitted them for the record at a previous meeting. However, the vast majority of accidents happen in the middle of the day, during broad daylight on clear days, beautiful weather with no issues whatsoever. These people were just going back and forth to work. They were taken out on CR 44 exactly where this property is. Unfortunately, the developer did not provide the big picture, because the big picture would show that this is death alley. They are looking to put more people there. We have had enough accidents and fatalities. CR 44 and Silver Lake Road are very dangerous and the county already knows that. It seems like until we take out enough citizens on that stretch of road, we will not get a traffic light, nor will we get slower speed limits. Just today he and his wife were out counting the crosses that was their project of the day, to go out and count the dead people on CR 44. They went out to do that and there were not enough crosses out there, so they had to go dig up more information. He found a whole list of them, which he would be submitting at a later meeting. The point was they saw someone whipping around the double yellow line and a tractor-trailer towing a large vehicle. That car went around that truck and they crossed a multiple hashed center line down the road. That car tailed them from CR 44, whipping around other cars. They were shocked he did not cause an accident. There are a lot of properties being approved in this area and around Lake County and the county will not be able to take care of the roads. He asked the commission to please consider the safety of the people when approving the properties. This one is on the wrong side of CR 44, especially for RV's.

Alan Chen, 8010 Treasure Island Road, said that CR 44 is a very crowded and dangerous road. All the recent deaths have been from pulling out on to CR 44. This development is from Silver Lake Road to Treasure Island Road. All we are doing is adding developments and these people will be pulling on to CR 44. He showed a picture of CR 44 and the properties that have been annexed. In terms of the fatalities, he showed where the crosses are located at East Treasure Island Road and Silver Lake Road. Right where the Seng property is being discussed tonight. He showed an accident where a truck hit a utility pole and burned. There was another fatality crash recently and both these accidents occurred this month. He asked that they consider tabling all developments until the city and the county can get together and talk about how to prevent this type of congestion and further traffic deaths. These deaths will be as a result of what is being decided here today.

Gary Custer, 8909 East Treasure Island Avenue, stated that both entrances shown are located near the curves in the road at both ends. If you exit on either one of these, you will not see the traffic coming. You will not see a thing because they are both located near a curve. You will not see anybody. It is dangerous. It is a county road and the county has to approve any repairs to the road. In the last thirty years nobody has done anything to the road. They are stuck with the road the way it is, but the city wants to keep building houses and changing them. It does not work, so what happens? More people will die. He does not understand where the money is going to come from for the county to fix the roads, because the city will have taken all the tax money when this is done. When the city annexes this stuff, the county gets nothing. The developer says it comes from impact fees, who gets the impact fees from this, not the

county, but the county has to fix the roads. It is a catch-22, isn't it? **CM Minner** stated that is factually incorrect. The county impact fee is seven hundred dollars for the roads. The city collects that upon issuing the building permit and that seven hundred dollars. That money goes to the county for the road impact fees in our district. The city does not receive that money. So, for a single family home in Leesburg of two thousand square feet, that impact fee would be roughly fifteen thousand dollars. Of that fifteen thousand dollars, about ninety-five hundred is school impact fees. The city collects that and that money goes to the school board. The next biggest impact fee is the city wastewater impact fee and that is about twenty-seven hundred dollars. The next impact fee is for city water, which is about fifteen hundred dollars. The next one is the Lake County road impact fee, which is seven hundred dollars and that money goes to the county. There are a number of other city fees, like the recreation impact fee of about two hundred dollars and the library impact fee, which we collect about two hundred and fifty dollars. We also have the police and fire impact fees and those are about two hundred and fifty dollars. Doing the math, that is about fifteen thousand dollars. **Commissioner Robuck** added that they have talked to the county and this was a big problem. So, the county gets that money and they get the ad valorem tax money. The county gets the same amount of tax revenue whether your house is in the city or the county. Even if these houses were in the city, the county would get the same amount of tax money. Yet, they do not provide police or fire services, but they get the same amount of money. The county chooses not to spend that money on the roads. That is the choice the county makes. A choice that he disagrees with. A choice that everyone should disagree with, but that is the choice the county makes. The money is there for roads. It is an annual ad valorem tax. They get about five and a half mills and they are generating a tremendous amount of revenue from all this new growth. They just choose not to spend it on the roads. **Mr. Custer** remarked that someone needs to get with the county and get it figured out. It does not make any sense that people have to die going to work.

Michael Chen, 8087 Treasure Island Road, said he does not see how the money to improve or handle these roads would help with the power lines being there. There is so much there that any improvements would be exponential in cost. He did not see how that would happen anytime soon.

Louise Chen, 8010 Treasure Island Road, referring to a picture, said there are power lines on both sides of the road. In order to move them, they would have to pay for the cost of moving the poles as well as the easements. If the houses are too close, they may not be able to do that. It may be physically impossible to widen this road. There is City of Leesburg electricity on one side and Duke Energy on the other. Unfortunately, this road is very crowded. There is also high speed internet buried underneath there. It is critical to think about these developments. If this development goes through, they will add about twenty-two hundred more vehicles to this road. People's lives are on the line. They may need to put up more traffic lights or lower the speed limit. Those are things that need to be considered. They need to have a workshop. **Mayor Pederson** mentioned that she needs to speak with the county about the roads. The roads and traffic lights fall under the county's authority.

Lisa Hayden, 35121 Dennis Road, said she had a few conversations with Seth Lynch at Lake County. When she asked if they were expecting to improve CR 44, she was told that they have a five-year plan in Lake County and that was not on their five-year plan. He said the biggest obstacle was the placement of the utility poles. If they add center turn lanes, they would have to widen the entire road at parts of CR 44. They would have to erect guard rails when they get within a certain number of feet of a utility pole. To make sure that nobody runs into a pole. They would have to be redirected by a guardrail if they started to veer off the road. That was pretty much the take from Lake County, but there was nothing on the horizon for the next five years. With the center turn lanes, there would have to be some pretty sizable ones considering this is a fifty-five mile an hour road and having RVs making left turns on an already incredibly dangerous road. That should be a consideration to cause pause. We should see how everything plays out with the nineteen hundred units that have already been approved across the street. We should

see how that looks in a couple of years and then start doing this again. At this point, it just seems to be recklessly dangerous.

Commissioner Burry asked when they submitted it to the county, did they have any comments regarding roads? **Mr. Rankin** replied no, they did not. He mentioned trying MPO's websites. They came across this issue in Fruitland Park the other day and MPO's website was more current with projects that are up for consideration. **CM Minner** mentioned that the commission hears the concerns with regards to traffic. There was mention of a county commission letter from July. That is a county commission letter. **Ms. Hayden** remarked when she saw the letter yesterday she reached out to Melanie Marsh because she is always on the ball. At 7:45 this morning, she said she would find out what she could. (She handed her phone to the planning and zoning director for his review) **PZD Miller** stated the comments in the letter read that turning lanes on CR 44 at the proposed development entrance are required. The existing right of way does not meet the required minimal standard widths. What that means is that the developer will have to provide the right-of-way. A traffic impact analysis will be required to meet Lake Sumter MPO guidelines and a traffic analysis is highly recommended and required to be done. Under Public Works, CR 44 is a major collector road that will require a left and right turn lane at the proposed entrance. Those are standard comments that were received back. The minimum required right-of-way is fifty feet from the center line, which is a total width of one hundred feet. They also recommended on CR 44 and Silver Lake Road PUD impacts on the roadways and drainage systems. It talked about the access off CR 44 needing to meet Lake County's access management standards. These are the standard terms of turn distance and turn radiuses, so the applicant has to meet all of these requirements. The letter repeats itself about the proposed northern access lining up with the existing Spring Court and CR 44 intersection and the left and right turn lanes on CR 44. The applicant will be required to have a sidewalk trail on CR 44. Anything that comes in those areas or along a road collector will have a letter pretty much like this one. However, they are customized for each development. **CM Minner** stated the PUD has the boilerplate language and that was a typical letter that every developer receives from the county. In development, developers are required to mitigate traffic impacts based on specific studies and that letter was the typical boilerplate. There is stuff that is tailored to each individual project, like utility poles, but that is the typical boilerplate language. If this was to be approved, the next phase would be a traffic study. The improvements would be specific to each development as stated by the county. Now, whether the county commission believes it or not, the city includes the county's comments in the PUD. The boilerplate language in the PUD will say that the developer is required to do everything the county says. We cannot turn a subdivision down because of concerns, as crazy as that may sound, even based on traffic. The law says the developer has the right to mitigate traffic impacts. The PUD states the developer has to do whatever the county says. It is not up to the county commission, it is up to the professional county staff. They are charged with the design, review, and impact of the roads. He asked the planning and zoning director which paragraph of the PUD states that. **PZD Miller** said paragraph 7C, under side access and signage, all access points are subject to review and approval by the appropriate permitting agency including FDOT, Lake Sumter MPO, Lake County and the City of Leesburg, the list goes on. **CM Minner** stated the broad statement in paragraph seven, of the PUD says if any of these regulatory agencies say you have to make a change, you have to make that change. If they have to put two turn lanes east and west, or put two ingress/egress to get in and out of CR 44. If the utility poles on CR 44 have to be moved, the developer will have to get with either Duke Transmission or Leesburg Distribution, but the developer will have to give up more property to move the utility poles. That does not mean they will have to relocate five miles of utility poles on CR 44. It just means that three or four poles may have to be relocated and the developer will have to give up some width or lots as they get into the final design. They will be required to make the proper road modifications because that is what paragraph seven says. With the discrepancy that we have been getting into with what the county, and what the county commission says, you have to be careful with that and the letter. He thought it was being referenced by the county commission as a whole. The county commission recently sent a letter to the city from Commissioner Parks that recommended that this

body not approve subdivisions based on road issues.

That was a tricky letter because that letter was not from the professional staff and the county commission is not charged with issuing what requirements need to be made. They rely on the county professional staff. The city commission received a letter from the county that said do not annex things based on road issues, but that letter did not come from the county professional staff and it did not come from a majority vote of the county commission. That is significant because two commissioners from a county commission cannot and should not send a letter to a municipal corporation without direct votes. They did it on consent and there were no directions. However, there is a letter that says do not do that. Those are important delineations because of growth issues that are going on. The important thing for this body to consider and for the public to understand is that road issues do get looked at in the PUD. Typically, paragraph seven, where the city says you have to do certain things and that would be where that is taken care of. A great example of this would be the Eagletail subdivision and everybody probably missed it because it was under the consent agenda. There was a resolution where the county granted the city a road dedication for the entryway of Eagletail, which we all refer to the development as the McElyea subdivision or the Number Two Road subdivision off CR 48. That resolution is proof of what we do in the PUD and it actually gets done. If the county says take this road right of way and make it part of the subdivision, the developer will have to widen it and make it a bigger access point. They will have to take more land off the front of their area, but they will grant that property to the city. Now we will hold the developer accountable for building that intersection at Eagletail and CR 48. That is how the process works. There are concerns, but there has to be differences in the mitigation that can occur. These are the things that this body grapples with along with the county board and part of the seven hundred dollars that actually needs to go into different areas. Lake County divides the county into four specific districts where road projects are done and where impact fees are collected. There are different impact fee levels for the four districts. There is no Leesburg district. It is called the North Central District. Now, the information from the county and their staff, says that their growth issues supersede ours. If you look at the county's five-year plan and the county's impact fee plan, they say that the South District; Clermont, Groveland, Minneola, and Mascotte have one hundred and nine million dollars of approved projects. However, in our district, which is Leesburg, Fruitland Park, and Lady Lake, the northwest corner of the county. The north central district has thirty-three million dollars worth of projects and all those projects are in Fruitland Park. The extrapolation is that, yes, there are issues with traffic and accidents are happening on these roads. That does not mean they are not developable. There are mitigatory steps the developer has to take and these are covered in paragraph seven of the PUD. Before this can be platted and finished it has to go to the county for review. That is an important step that gets overlooked and that was not an advocacy to approve or deny. That is the process. **Mayor Pederson** thanked him for his comments and clarification. He has learned a lot since being on the commission. He appreciated everyone's comments. It seemed somehow the county was trying to make the city out to be the bad guy. He encouraged everyone to continue speaking with the county and commissioners.

Ms. Kero asked if the county or the builder was required to make improvements to the road before the units were actually habitable? Was it before the occupancy permit was given? **CM Minner** replied yes, assuming a subdivision plan like this was approved. It sits until the developer and market conditions are ready for them to start developing. The next step would be for them to start developing. They would go back to St. John's and the county. They would receive informational items that they have to do. They would receive reviews and if they have to widen the access or put in-decel lanes, then they need to be put in, pursuant to comments from MPO and Lake County. That is all transferred to us, so when they start to plat the subdivision which is the next phase, it all gets platted. Before they can sell that lot, it has to be platted. Then that plat is dedicated and it becomes a public record. They cannot sell a lot and they cannot start building on any lot until it has been platted. When these improvements come back, city staff will approve the plat for a phase of that subdivision. On the plat, that is where the additional right-of-way and the road improvements are specified. That is what they have to do. They have to plat it and they have to

build it pursuant to the revisions. They do not get building permits until that is done. We will get a plat with a new design for a road. They will start doing the road design, the road construction and the interior construction all at once. However, that is all after it has been platted. **Ms. Kero** asked for clarification.

Would CR 44 and the internal roads of the subdivision be done all at the same time? **CM**

Minner answered it could happen in phases. The improvements on CR 44 will have to serve that whole subdivision. They may not build a whole subdivision at once, but the improvements that affect the whole subdivision on CR 44 will have to be made prior to them selling the first house in phase one.

Commissioner Connell stated that he understands the concerns on CR 44, especially in the mornings. He would not want to pull out from any of those roads trying to cross CR 44 or to turn the opposite way. He also understands that we do not have any jurisdiction on what type of traffic control device they may put on the entrance/exits at the subdivision. He finds it hard to approve this without some sort of decel lane and traffic signal. **PZD Miller** answered that the PUD was written so that whatever the county requires, that is what happens. The reason they do not put in specific lists of what the county asked for is because the county could change what it requires. If the county receives new information and they want the design of the subdivision to change by adding more right-of-way, they will not be stuck. They have it written so that they have to do exactly what the county requires, the MPO requires, and the city. It was written that way specifically, so if the county says we need five more feet of right-of-way, they are not stuck with what is written now. They have to have everything done prior to selling those lots. It is all at the developers' expense. If they move a power pole, the developer pays for it. It is like that in all cases, not just this one. It is universal and that is how it works. **CA Watson** stated it would also require that the PUD in its entirety come back before the commission for an amendment to be voted on before making any changes. These specific development requirements were included within the PUD, so the broader language does require the county improvements to be done. It does so in a more flexible manner. As the county comments and information changes, those requirements are imposed, but not in specific terms, because whether a decel lane is needed or not needed, those things can be flushed out once they start digging into the specifics of the studies. It would be hard to anticipate what all the issues would be and to cover everything in the PUD. The broader language allows the goal to be met while requiring the county's specifications to be met. With broad language, it does not have to come back before the commission. **Mr. Rankin** mentioned that the city manager was on point about the amount of work that goes into these. They need to keep in mind this is a comp plan, and they have to adhere to the PUD that was written. They are on page one of a long-term task. There is a lot of engineering and design that needs to be done for this concept. However, they will adhere to the PUD.

The roll call vote was:

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

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

2. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 49 +/- acres from Lake County Rural Transition to City of Leesburg Estate Residential, for a property generally located west of County Road 44 and north and south of Seng Road, lying in Section 16, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Swan Capital)**

ADOPTED ORDINANCE 22-60

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

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

The roll call vote was:

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

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

3. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 49 +/- acres from Lake County R-1 (Rural Residential) to City of Leesburg PUD (Planned Unit Development) to allow a single-family residential development for a property generally located west of County Road 44 and north and south of Seng Road, lying in Section 16, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Swan Capital PUD)**

ADOPTED ORDINANCE 22-61

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

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

The roll call vote was:

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

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

4. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 59.6 +/- acres from City of Leesburg Industrial to City of Leesburg Estate Residential, for a property generally located east of County Road 33 and north of Manor Oaks Court, lying in Section 22, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Cedar Creek LGCP)**

ADOPTED ORDINANCE 22-77

Commissioner Burry introduced ordinances 6.A.4 and 6.A.5 to be read by title only. CC Purvis read the ordinances by title only.

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

Mayor Pederson requested comments from the Commission and the audience.

PZD Miller stated this is a large scale comp plan amendment and a PUD rezoning for 59.6 acres. Located east of CR 33 and north of Manor Oaks Court. The future land use request is to go from industrial to estate-residential. The zoning from N-1, industrial, to city PUD, planned unit development. This would allow for single-family residential development to include one hundred and forty-one units. It would have lot sizes mixed between fifty and sixty-feet. There are fifteen hundred to seventeen hundred square foot homes, at two-point-three units per acre. There would be thirty-five percent open space. It will have the regular design standards for all homes. It would include dark sky lighting requirements, gutters on all sides for homes with lots smaller than sixty feet wide. There will be a twenty-five foot buffer around the entire perimeter of the property and trees in each yard. It includes wetlands protection and irrigation controls. The applicant agreed to a fence along Manor Oaks Court, the length of the property boundary, that was added to the PUD. There are 0.9 acres of recreation areas.

Mike Rankin, Land Planning Group, Mount Dora, stated this was a 59.6 acre development. They were asking for an amendment to the future land use and a change to the zoning. They are anticipating seventy lots at fifty feet and seventy-one at sixty feet, for a total of one hundred and forty-one lots. The recreation facility and the density for this is two-point-four-three. He would be happy to answer any questions.

Commissioner Connell commented when reading the letter that was provided by the board of directors at Plantation. He questioned whether Manor Oaks was a public road when it entered into PAL property. Will they be able to utilize Manor Oaks as a public road or is that a private road? **PZD Miller** responded that his understanding was that part of Manor Oaks is private and part of it is public. Regardless of which it is, if they want to put an entrance by the private side, they would have to enter into an agreement with the owner, which is Plantation. The original site plan showed an entrance further east. However, in the new site plan, they turned that into emergency access only. They have a boulevard entrance on CR 33. Originally, they had two access points, but now they have a boulevard entrance on CR 33 and emergency access only on Manor Oaks Court. The staff finds that to be appropriate. **Commissioner Connell** wanted to confirm that Manor Oaks backs up to the entrance to Plantation. **PZD Miller** replied yes, that was his understanding. **Commissioner Connell** questioned the access to Manor Oaks. Would that be emergency access only and would that interfere with residents using the back entrance to Plantation? **PZD Miller** answered that the only way that would interfere was if there was an emergency. It would be gated. There could be a Knox box or a siren to activate the gate. **Commissioner Connell** mentioned there was a reference to a six-foot fence. He did not know what they were asking for, but in his opinion, it seemed reasonable. **PZD Miller** answered at the planning commission meeting they asked for a fence or a wall along Manor Oaks Court. The issue was that people were sneaking into Plantation to use their facilities, mainly the swimming pool, and that was a concern. Mr. Beliveau, who represents this development, said they would be happy to put in a fence. That is why they made that change. **Commissioner Connell** asked if the twenty-five foot fence would run the full length of Manor Oaks to the back gate of Plantation or would it go to where the emergency access is? **PZD Miller** responded that it would start about twenty-five feet from the corner of the preserve where the clear sight triangle is and run all the way back where any lots are developed. It may not run the entire length because that is where the water retention area is.

Commissioner Connell asked about the twenty-five foot landscape buffer they were asking for. **PZD Miller** replied that the landscape buffer could be handled as a planted landscape buffer. If there are enough trees, it could also be left as a natural buffer. **Commissioner Connell** inquired if they would put up the fence and the buffer? **PZD Miller** stated unless there was some strong concern about it one way or another. The staff did not have an objection to how they did it. Either way, if they want to put the fence along the road with the buffer behind it or the buffer along the road and the fence behind it.

Commissioner Connell remarked that he was reading off the letter from the board of directors. He did not think that what they were asking for was unreasonable. He would like to accommodate their requests. **PZD Miller** stated that based on that information, staff have already made those changes to the PUD. They were in the document being reviewed tonight. It included a six-foot fence and the buffers were in there. **Commissioner Burry** asked if there were any representatives from Plantation that would like to make any comments. There were none. **Commissioner Connell** said he wanted to make sure before voting that it was all in the PUD. **Mayor Pederson** stated it was presented that those changes were in the PUD. **Mr. Rankin** added that he was aware of those requests and they are okay with them.

The roll call vote was:

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

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

5. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 59.6 +/- acres from City of Leesburg M-1 (Industrial) to City of Leesburg PUD (Planned Unit Development) to allow a single-family residential development for a property generally located east of County Road 33 and north of Manor Oaks Court, lying in Section 22, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Cedar Creek PUD)**

ADOPTED ORDINANCE 22-78

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

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

The roll call vote was:

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

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

6. **An Ordinance of the City of Leesburg, Florida, annexing certain real**

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

ADOPTED ORDINANCE 22-62

Commissioner Robuck introduced ordinances 6.A.6, 6.A.7, and 6.A.8 to be read by title only. CC Purvis read the ordinances by title only.

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

Mayor Pederson requested comments from the Commission and the audience.

PZD Miller stated this was an annexation with a request to change the future land use designation from Lake County Rural to City of Leesburg Estate Residential. There was a request to change the zoning from Lake County Agriculture to City of Leesburg Planned Unit Development. There are one hundred and thirty-three acres with three hundred and ninety-one units. There was a discussion about fifty by one hundred and ten foot lots, but the PUD shows one hundred and twenty. He would like to have that typo corrected in the PUD. It has a density of 2.94 units an acre with thirty-five percent open space. It will be single family use only. There are design and architectural standards for all the homes. It will have dark sky lighting, gutters around all four sides of the homes as needed. There will be a twenty-five foot buffer, wetlands protection, and irrigation controls. There will be eighteen point five acres of recreational requirements. Ben Snyder and Tony Iorio of Hanover Homes are here along with Andrew McCown of GAI Consultants. They would be happy to answer any questions.

Andrew McCown of GAI Consultants, 618 East South Street, Orlando stated he was representing Hanover Land. They are in the audience if there were any questions. The planning and zoning director mentioned the typo in the PUD of fifty by one hundred and twenty versus fifty by one hundred and ten foot lots and they would appreciate that correction. There were a few other items in the PUD conditions that were discussed during their session at the Planning Commission. He wanted to bring those up to make sure they were in the ordinance. Item 6D speaks of a split rail wooden fence requirement along Dewey Robbins Road. They are happy with the fence, but they proposed a white vinyl fence construction instead of requiring the split rail wooden fence. The vinyl fence would look nicer for a longer period of time and it is more durable. It would be easier to maintain. That was agreed to by the Planning Commission. Item 6D also required a solid vinyl perimeter fence which would go around the entire property. They proposed that it just go along Dewey Robbins Road. In the past, they have worked with neighbors on other projects and when it was necessary to mitigate compatibility concerns, they were happy to do that with the white vinyl fence. They did not see any concerns with this site, especially with Bar-Key on the west and the existing uses on the other sides. That was agreed to by the Planning Commission. Item 13B is an ADA compliant trail around the central stormwater pond. They show a trail around the pond, but they would like the ADA requirement portion stricken. They have the flexibility to use materials that are appropriate for the site as opposed to cement or asphalt for the sidewalk. **PZD**

Miller responded that the ADA requirement was supposed to come out. That was in another PUD and it was a typo. However, the staff agreed with all of the corrections.

Linda Kero stated she did not know how expensive ADA compliance was, but none of us are getting any younger here in Lake County. Having some properties that make it better for people like her, makes it easier to look forward to growing older at home. So it may be something to consider. Also, about the gutters, why are they only as-needed? Why are gutters not always needed? **CM Minner** answered it was modified based on the size of the lots. If the lots are wider, that allows for better swale construction. If the houses are closer together, then good drainage soil cannot be installed. The gutters transport the water better from the gutter, to the downpipe, to an underground pipe which brings the water out to the curb. Typically, that happens around the fifty to sixty feet difference and the ten to fifteen foot separation.

Lisa Hayden said she did not understand and someone brought it up at the commission meeting on the 14th. She wanted to know why they were being held to the one dwelling unit per five acre requirement in the rural area of Lake County, when it seems like as soon as someone says they do not want their property anymore, it is fine to say let's put three hundred houses or one hundred and fifty-five houses on it. She was confused about that. She understands there was a problem with getting information directly from the Board of County Commissioners, but the letter she was referencing was written about this Anthony property and it was from Chairman Parks. **CM Minner** stated that was the letter he was talking about. **Ms. Hayden** said that Chairman Parks stated this property was in the rural future land use category. Before they bought their home, her and her husband looked it up and it was pretty involved. However, it seems as though by raising your hand and saying, "oh no, not for this parcel, they can get rid of that and say it is okay, and the city can say let's get rid of it for this parcel". It says that the applicant is proposing approximately three hundred and ninety-one residential units. She did not know if that was still current, but there should be a maximum of twenty-six dwelling units because that is what is aesthetic and in compliance with the surroundings. That was where she was confused. How come parcel by parcel, the owner can just say nope, let's get rid of that requirement? We want to build as many as possible. **CM Minner** remarked that she referenced something personal because of the way he heard it. She must live in a certain area where it is one to five. **Ms. Hayden** agreed. **CM Minner** asked if she lived off CR 44. **Ms. Hayden** said they live right off CR 44. **CM Minner** responded that from that statement you must live in unincorporated Lake County. The county and the city both promulgate land development regulations. The county is a political subdivision pursuant to state statutes. Political subdivisions typically have a lot of different land use categories. They will range from heavily dense urban counties like Dade to very rural counties like Gadsden. Political subdivisions like Lake County have rural, industrial, and residential areas. So, while we do the same type of promulgation of land development regulations, we have a different rule. They are a political subdivision under state statutes and we are a municipal corporation under state statutes. The difference in that state statute delineation is that we are urban and counties are rural. That is why counties have a different flavor. They have an agricultural and industrial zoning. The county comp plan has areas that are rural in nature and their comprehensive plan says those areas of the political subdivision will be one to five acres. Municipal corporations or cities typically do not have agricultural designations; we are urban. The state statutes recognize that municipal corporations may grow or annex land. When a city annexes property, it is either Chapter 171 Part 1 or 2, that gives the rules of engagement on how we annex. A municipal corporation has the right to annex, land use, and rezone. That supersedes the counties existing land uses. If the county, as in this case, Hodges, is located within the county's comprehensive plan of the Apopka, Yalaha, Rural Protection Zone. The county established this area and the line for that is about a quarter mile off of US 27, just to the east. As long as that area is in Lake County, it is under the Rural Protection Zone and it cannot be developed in an urban nature. The hitch is, that would be under the county's comprehensive plan. When a developer seeks annexation or growth, they will come to the city for an urban-type land-use that provides more density. When a municipal corporation annexes, we are allowed to take that unincorporated property in, no matter

what the zoning is. It could be anything. We can change it through this process to a municipal zoning category. Therein lies the political dilemma and that we are doing things correctly. Therein lies the county saying this is the Rural Protection Zone and that we cannot do this or it does not work. The city's argument is that in our comprehensive plan, while it is rural in nature, it is compact and contiguous to our existing city limits. This is even beyond our part two, right to annex. It is compact and contiguous and it is urban in nature next to other urban unincorporated areas like Plantation. So, there is a pattern of urban growth. **Ms. Hayden** said she did not want to get argumentative, she just wanted to get more educated. Their property is not contiguous with Treasure Trove. She apologized for bringing it up. She did not mean to say anything tonight, but they are not contiguous. However, the city is going around and snapping up these properties around CR 44. However, you are doing that under the ISBA, from what she understands. **Commissioner Robuck** remarked that is what is really important. What the county, especially Commissioner Campione, is doing is completely disingenuous because she voted for the rural protection zones, and that was established back in 2008. In 2014, Commissioner Campione signed and voted in favor of the ISBA where it said these properties in the rural protection zone should eventually be part of the city. That is what the ISBA says. **Ms. Hayden** questioned if that was what they meant? **Commissioner Robuck** said yes, that is exactly what it says. They went through the areas and said these parts, the non-contiguous areas, should eventually be part of the City of Leesburg. These areas should be part of Groveland, and these areas should be part of Clermont. The county commission came back after they established rural protection zones and voted in favor of the ISBA, which says we can do this. **CM Minner** stated there were two parts to that. There were some confusions that lie within the county because we have four municipal corporations in the political subdivision of Lake County. In 2013, the ISBA was approved. We have the 2013 agreement where the ISBA was approved and that was the one that Commissioner Campione, as the chairman, approved. That was a county agreement between Lake County, Clermont, Groveland, Minneola, Leesburg, and Howey in the Hills. That laid out Chapter 171, Part 2 of the annexation rights, which allows a municipal corporation to annex contiguous. That agreement says we can annex anywhere in that prescribed territory, which is Exhibit A of the 2013 ISBA, but it has to be done in two ways. Exhibit B1 of the 2013 ISBA says you can automatically annex these areas in the ISBA and Exhibit B2 says we can do it in these areas non-contiguously and that was identified on the map, but we need county approval. That was the original ISBA between the cities.

Now, the City of Leesburg in 2014, we went back and created an ISBA that was just between the City of Leesburg and Lake County. All the other cities in the original ISBA agreement were copied into the agreement. They also signed off on that agreement. However, in 2014, Commissioner Campione voted on it and Jimmy Connors, the chairman, signed that agreement. That agreement provided the City of Leesburg with the unilateral right to annex anywhere in ISBA territory, because we worked out an agreement for fire services. We exchanged fire services for the right to annex anywhere in the ISBA agreement territory. Both these agreements have to be put together; the 2013 ISBA agreement between all the cities plus the 2014, which was specific to the City of Leesburg. He did not believe any other cities in the original thirteen had this type of agreement. There may be individual agreements similar to this one with Eustis and Tavares, but for the City of Leesburg you have to put the 2013 ISBA and the 2014 supplements together. The county granted Leesburg the unilateral right to annex anywhere in the ISBA without the county's permission. We will contend that annexations up to CR 44 are mostly compact and contiguous with the exception of South Bend. We would also contend that pretty much every annexation that we have done on the south side and in the county rural protection zone is compact and contiguous to an existing city limit, adjacent or next to an urban unincorporated area. The city's legal position will be that pretty much any annexation that we have done on the south, like the Anthony property, is compact and contiguous. We can do it with Chapter 171, Part 1 or Chapter 171, Part 2. **Ms. Hayden** asked if the City of Leesburg felt that they did not need to be compatible with the surrounding areas being five or ten acres? **CM Minner** answered no. In these areas, Whispering Hills, for example, is adjacent to Plantation and Plantation is unincorporated. It has the same density pattern as what is proposed. We have

Whispering Hills, Hodges, and Lake Co. All these subdivisions are compact and contiguous. There has been development occurring on CR 48. We also have Highland Lakes, Clear Springs, Windsong, Arlington Ridge, and Legacy. These subdivisions are also compact and contiguous on US 27. Yes, some of that is in the rural protection zone, but the municipal corporation's right to annex and change land use supersedes the county's rural protection zone. Those are the rules and that is the law. **Ms. Hayden** remarked that she felt bad keeping everyone here and having so many questions. **CM Minner** replied that she had very good discussion points. They were good discussion points because there are a lot of misconceptions regarding things that have happened. For example, we just annexed some property from the Howey in the Hills area and there were misconceptions about that process. They said we were doing a non-contiguous annexation pursuant to ISBA, and that we needed county approval. However, if you look at that agreement, that area they were referring to as Bishops Gate off CR 48, is in Section B2 of the 2013 ISBA. If you read that document, not only do the map lines show where the ISBA territory is in Exhibit A, Exhibit B1 and B2 have a list of the territories. The document lists out by alt keys every parcel that is pursuant to the exhibits. The City of Leesburg included exhibits of about seventeen pages of alt key numbers. There are about five columns all the way down of alt key numbers. Exhibits B1 and B2 have about twenty pages of alt key numbers. When you look at our other sister municipal corporations, like Groveland, they only have two pages, Mascotte has one page and Howey in the Hills has none. The City of Leesburg specifically researched the areas where we wanted to grow in. We also listed the alt keys to support the map in those areas. We then came back with the 2014 supplement and the county agreed to that. That agreement spelled out an inter-service agreement for fire services. With that agreement, we would answer their calls and they would answer our calls. However, the ratio is about 60/40, where the City of Leesburg answers about sixty percent of the calls in the unincorporated area of the ISBA for fire services and they answer about forty percent. We are a giver nation in that agreement and that is important to remember. We do county fire services and that is the fact. So, when the county yells, they do forget to bring up these things. This is why they gave us the annexation authority. It is because we cover their fire services. **Ms. Hayden** asked if a property was listed as an alt key on the twenty pages and if someone came in requesting annexation would that most likely be annexed? **CM Minner** answered yes. **Ms. Hayden** said okay and thanked him for the information. She commented to Commissioner Robuck that she appreciated him moving his request earlier in the evening since so many people have to get up early. It allowed them to leave earlier. She also mentioned to Commissioner Burry and Commissioner Connell that she appreciated their support in not wanting to annex the property where she lives. **Mayor Pederson** asked if there were any further public comments. There were none.

The roll call vote was:

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

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

Mayor Pederson clarified that he voted down the Hodges development due to Dewey Robbins Road, so he could not support this one. He met with the developer and discussed it. They know his position. He welcomed Hanover and thanked them for their investment in Leesburg.

7. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 133 +/- acres from Lake County Rural to City of Leesburg Estate Residential, for a property generally**

located east of U.S. Highway 27 and south of Dewey Robbins Road, lying in Section 05, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (Anthony Property)

ADOPTED ORDINANCE 22-63

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

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

The roll call vote was:

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

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

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

ADOPTED ORDINANCE 22-64

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

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

The roll call vote was:

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

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

B. FIRST READING OF ORDINANCES

- 1. None**

C. NON-ROUTINE ITEMS

1. None

7. INFORMATIONAL REPORTS:

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

A. Financial Reports as of September 2022

CM Minner mentioned that, on a monthly basis, staff provide the financial reports. It is an overall summary of the revenue and expenses for all city funds. This one covered September, it also provided a snapshot of the fiscal year-end budget. However, it was not labeled appropriately. It was a comparison of last year's budget to this year's. It had the wrong date on it, so it made it look a little different. It should read from October 2021 through September 2022. They will try to use a better format to put these together so there is less paper and make it easier to review. **Mayor Pederson** questioned the medical insurance since there was a positive number. **CM Minner** answered we were about \$175,000 in the hole for FY 2022 on medical insurance. When we shifted the funds, we shifted about 1.2 million dollars, so the fund had about 1.2 million. We were able to use a little bit of that cash. That loss of about \$120,000 was an absorbable cost and we think we can catch up. We started out the year in FY 2022 really badly, but we did better and that is how the trend finished off the last nine months. If that continues, our estimate for 2023 should be right on target. Staff will keep an eye on it. **Mayor Pederson** said he wanted him to bring that up because we had a couple of rough years, so it was nice to see this one close to balance.

8. CITY ATTORNEY ITEMS:

CA Watson said he had no items to address this evening.

9. CITY MANAGER ITEMS:

CM Minner had no items to discuss this evening.

10. ROLL CALL:

Commissioner Christian stated that since this was Commissioner Robuck's last meeting, unless he planned to attend the organizational meeting in January, he wanted to let him know that it had been a pleasure working with him over the past eight years. One thing about him, is that he was very consistent over the past eight years with pensions. He has been an absolute no every time. He commended him for being such a stellar commissioner. He was never afraid of a crowd showing up. He always stood for what he believed in and he made the City of Leesburg a better place. He gave him kudos and congratulated him on his upcoming trip to Cambodia. He will live through him.

Commissioner Burry had nothing to discuss this evening.

Commissioner Robuck remarked that it has been a pleasure and an honor serving for the past eight years. He is certainly thankful for term limits. There is no choice about what he is doing next and it is not this. It has been great. He spent all eight years on the commission with Commissioner Christian and he enjoyed that. He learned a lot from him early on. He learned that he had better figure out how he could agree with him on most things, because he was going to pack the room better than anyone else, otherwise, he could have his entire church congregation there. At least if he was going to disagree, he did it nicely. Anyways, it has been great. He enjoyed serving with Commissioner Burry and Mayor Pederson, and Commissioner Connell had reminded him that it was still okay to say no. He has not been saying no, as much as he used to. However, it is good to do that. He thanked the staff for the last eight years. It has been great. He tells people all the time that being a commissioner is easy as long as you step back and let staff do their thing. That is very important due to the city manager's leadership. He has been here longer than himself. He has been here nine years. That is like a lifetime for a city manager role, and he hopes he will be here at least another nine years. He hopes the future commissioners listen to him. It is okay to disagree at times, but the city manager knows what he is doing. It is hard enough running a company, but to run a company with five bosses that change every two years, that has to be one of the toughest jobs and our city manager does a great job. He thanked him and the entire staff. It has been fun.

Commissioner Connell had no further comment tonight.

Mayor Pederson asked Commissioner Robuck if he would be attending the organizational meeting? Commissioner Robuck replied, maybe. **Mayor Pederson** continued to say he was saving his comments, but just in case he misses him, it has been a pleasure working with him. He has raised the bar for future commissioners. Nobody knows the budget better than him. He will now have to look at the budget five times as closely because he could always count on Commissioner Robuck to go through it from A to Z. He has done a great job for the city. It has been great work with him. He is a great commissioner.

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 7:44 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: December 12, 2022

From: Aaliyah Davis, (Purchasing Manager)

Subject: Purchase request by Fleet Services for the purchase of one (1) new front-load refuse truck.

Staff Recommendation:

Staff recommends awarding Invitation for Bid (IFB) 230201 and approval of the purchase request to Nextran Truck Centers for an amount of \$341,261.00.

Analysis:

The purpose of this purchase request is to purchase a new front-loading refuse truck to replace an existing unit. This truck is used for commercial solid waste service to empty commercial dumpsters.

The new truck will replace existing unit # 9096, a 2014 Mack front loader. The Fleet Division conducts evaluations of all equipment to determine condition and eligibility for replacement. Equipment that scores 39 or above is considered in poor condition and should be replaced during the next budget cycle. Unit # 9096 received a condition score of 73.00 during its last condition assessment.

Procurement Analysis:

On October 26, 2022, the Procurement Division issued Invitation for Bid (IFB) 230201. On November 17, 2022, the City received four (4) responses from two (2) commercial truck dealers.

Summary of Bid Responses:

- Nextran Truck Centers - \$341,261.00
- Container Systems & Equipment Co. - \$340,842.00 (Offer 1)
- Container Systems & Equipment Co. - \$341,632.00 (Offer 2)
- Container Systems & Equipment Co. - \$367,836.00 (Offer 3)

Following a review of all bid responses, the Procurement Division has deemed the offer from Nextran Truck Centers to be responsive. Fleet Services has reviewed the bid response and confirms the equipment bid by Nextran Truck Centers meets all technical requirements as specified in the Solicitation package. Nextran submitted a bid to provide 2024/2025 Mack MP7. Delivery time on the equipment will be 540 calendar days after receipt of order.

Options:

1. Award the IFB and approve the purchase from Nextran Truck Centers for \$341,261.00; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

This is a budgeted replacement vehicle in the current year. The amount budgeted is \$305,000. If the overage of \$36,261 cannot be utilized from savings on other vehicles, the Fleet division will delay another replacement vehicle purchase.

Account No. 510-5199-519-6413

Project No. FLEET

WF No. WF1442557

Requisition 54828

Budget \$305,000

Available \$305,000

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.2.

Meeting Date: December 12, 2022

From: Aaliyah Davis, (Purchasing Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Amendment to an existing Agreement for Lift Station Rehabilitation Services with Danus Utilities, Inc.; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution authorizing execution of Amendment Two with Danus Utilities, Inc. extending the term of the original Agreement for lift station rehabilitation services.

Analysis:

The City has awarded contracts for Lift Station Rehabilitation Services. These contracts allow the Public Works Department to request a proposal from one of the contractors whenever a lift station requires significant repairs or rehabilitation. This is a much more efficient method to obtain these services. Prior to these contracts being awarded, Public Works and Procurement would issue a Invitation for Bid whenever a Lift Station required rehabilitation. Each of the contracts has a contract item schedule and associated cost for each work item.

Procurement Analysis:

The City Commission approved Resolutions 10,739 on October 26, 2020 authorizing execution of the Fixed Unit Price Agreements for Construction Services with Danus Utilities, Inc. The Agreement allowed for the City to extend the term if mutually agreeable. The City and Contractor wish to extend each of the Agreements by execution of the Amendment. The extension of the Agreement is in accordance with the contract language in the original agreement.

Options:

1. Approve the resolutions authorizing extension of the Agreements with Danus Utilities, Inc.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AN AMENDMENT TO AN EXISTING AGREEMENT FOR LIFT STATION
REHABILITATION SERVICES WITH DANUS UTILITIES, INC.; AND
PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an amendment with DANUS UTILITIES, INC. whose address is 2320 BEARDALL AVENUE SANFORD, FL 32771 for LIFT STATION REHABILITATION SERVICES.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 12th day of December 2022.

Mayor

ATTEST:

City Clerk

**SECOND AMENDMENT OF A FIXED UNIT PRICE
AGREEMENT FOR CONSTRUCTION SERVICES**

THIS AMENDMENT is made as of the 28th day of November 2022, between **THE CITY OF LEESBURG, FLORIDA** a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”), and **DANUS UTILITIES, INC.** whose address is 2320 Beardall Avenue, Sanford, FL 32771 (hereinafter referred to as the “CONTRACTOR”).

WHEREAS, on October 26, 2020, the CITY and CONTRACTOR entered into a fixed unit price agreement for construction services whereby the CONTRACTOR agreed to provide Lift Station Rehabilitation Services to the CITY (hereinafter referred to as the “Agreement”).

WHEREAS, on October 25, 2021, the CITY and CONTRACTOR executed Amendment One to extend the term of the Agreement to September 30, 2022.

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

WITNESSETH:

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.** The parties agree to amend the agreement as follows:
 - a. The term of the Agreement is extended through September 30, 2024.
3. **Modification.** Except as specifically modified by this Amendment, all terms and conditions of the prior agreement shall continue in full force and effect as originally executed. Nothing herein shall be deemed or construed to amend or modify any other contract or undertaking between the CITY and CONTRACTOR other than as defined above.
4. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which may be considered an original, but all of which together shall constitute but one and the same instrument. This Agreement when signed by a party may be delivered by electronic mail or facsimile transmission with the same force and effect as if the same were an executed and delivered original, manually-signed counterpart.

[Signature page follows]

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

DANUS UTILITIES, INC.

By: _____

Printed: _____

Its: _____
(Title)

CITY OF LEESBURG, FLORIDA

Mike Pederson, Mayor

ATTEST:

J. Andi Purvis, City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.3.

Meeting Date: December 12, 2022

From: Aaliyah Davis, (Purchasing Manager), Cliff Kelsey, (Public Works Director)

Subject: Purchase request by Public Works for improvements at Pat Thomas Stadium using an existing Job Order Contract with Johnson-Laux Construction, LLC, for construction services related to various upgrades to Pat Thomas Stadium for an amount of \$150,469.45.

Staff Recommendation:

Staff recommends approval of the purchase request by Public Works using an existing Job Order Contracting Agreement with Johnson-Laux Construction, LLC for an amount of \$150,469.45.

Analysis:

The purpose of this purchase is to make improvements to Pat Thomas Stadium, located in Venetian Gardens, to include grandstand ceiling fans, upgraded speakers, outfield fence windscreen, exhaust fan configuration in the concession stand and restrooms, press box windows, shed power, and the third base fence reconfiguration. Labor, material, and equipment based on the improvements discussed in the stadium walk through on September 23, 2022 with City Staff, Pat Thomas Stadium Stakeholders, and Johnson-Laux Construction. The improvements will consist of the following items:

Exhaust Fans in the Concession Stands & Restrooms

- Remove existing exhaust fan in the concession stand and non-powered turbine fans in restrooms
- Provide new powered exhaust fans in the concession stand and restrooms
- Disconnect power to one existing exhaust fan, connect and terminate power to the new fans
- Modify existing door to install a new louver for air circulation
- Modify existing ceiling drywall to accommodate new exhaust fan
- Provide new paint on the ceiling, door, door frame and louver
- Tie-in and modify the existing asphalt shingles and flashing for new exhaust fan curbs

Grandstand Ceiling Fans

- Provide four new 96" blade ceiling fans in the grandstands
- Provide necessary electrical connections and terminations

Speaker Upgrades

- Remove existing speakers, horns and amps
- Provide four new speakers, 3 horns and one amp

Outfield Fence Windscreen

- Remove and replace the existing windscreen along the outfield fence

Press Box Windows

- Remove the existing sliding windows and Hardie trim board
- Provide four new single hung vinyl windows
- Reinstall Hardie trim board

Shed Power

- Provide utility locates
- Provide new power service to the back of the existing shed
- Provide a new panel with branch circuits to accommodate four receptacles, two switches and two LED lights

Third Base Fence

- Remove existing concrete and fencing along the third base side
- Provide new concrete for the walkway extension, slab replacement, and five new stairs
- Provide new 4' chain link fence with one 4' swing gate
- Reconfigure existing sliding gate and fence along the angled portion of the third base
- Modify and extend the existing metal fencing and railing onto the new extended walkway

Procurement Analysis:

The City has an existing Agreement with Johnson-Laux Construction, LLC, to provide construction services using the Job Order Contracting method. The Pat Thomas Stadium Upgrades will be delivered using the Job Order Contracting (JOC) method and the existing Agreement between the City and Johnson-Laux Construction, LLC. Staff obtained a proposal from Johnson-Laux Construction, LLC, the City's Gordian ezIQc Construction services contractor. The proposal was developed by Johnson-Laux in accordance with the ezIQc construction task catalog.

Options:

1. Approve the purchase request to Johnson-Laux Construction, LLC. as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The current budget includes \$250,000 to make additional improvements to Pat Thomas Stadium.

Account No. 031-8125-572-6310

Project No. 310081

WF No. WF1458190/1

Requisition 55006

Budget \$250,000.00

Available \$250,000.00

10/19/2022

PROJECT: City of Leesburg: Pat Thomas Stadium 2023 Upgrades

SUBJ: Scope of Work

Summary Scope:

This project consists of performing various upgrades to Pat Thomas Stadium to include grandstand ceiling fans, upgraded speakers, outfield fence windscreen, exhaust fan configuration in the concession stand and restrooms, press box windows, shed power and the third base fence reconfiguration. This project is located at 240 Ball Park Rd., Leesburg, FL 34748.

Detailed Scope of Work:

Provide labor, material, and equipment in accordance with the joint scope walk performed on Friday 09/23/2022. Also reference the following:

Exhaust Fans in the Concession & Restrooms:

- Remove existing powered exhaust fan in the concession stand and non-powered turbine fans in each restroom
- Provide new powered exhaust fans in the concession stand and restrooms
 - o HVAC engineering calculations or drawings are not included
- Disconnect power to one existing exhaust fan, connect and terminate power to three new exhaust fans
- Modify existing door to install a new louver for air circulation
- Modify existing ceiling drywall to accommodate new exhaust fan
- Provide new paint on the ceiling, door, door frame and louver
- Tie-in and modify the existing asphalt shingles and flashing for new exhaust fan curbs

Grandstand Ceiling Fans:

- Provide four new 96" blade ceiling fans in the grandstands
- Provide necessary electrical connections and terminations

Speaker Upgrades:

- Remove existing speakers, horns and amps
- Provide four new speakers, 3 horns and one amp
 - o All new equipment will be compatible with the existing system
 - o We are assuming all cabling is in good working condition. New cabling and/or splicing is not included

Outfield Fence Windscreen:

- Remove and replace the existing windscreen along the outfield fence
 - o City of Leesburg is responsible for remove and reinstalling the outfield number panels

Press Box Windows:

- Remove the existing sliding windows and Hardie trim board
- Provide four new single hung vinyl windows
 - o Due to current code restrictions, there will be a mullion separating the windows
 - o Windows are to be bronze on the exterior and white on the interior
- Reinstall Hardie trim board

Shed Power:

- Provide utility locates
- Provide new power service to the back of the existing shed
 - o New meter can is included and is to be mounted to the existing column
 - o It is assumed electrical connections can be made in manhole adjacent to shed
 - o Final connections in manhole to be completed by electrical service provider
- Provide a new panel with branch circuits to accommodate four receptacles, two switches and two LED lights
 - o Removal of the existing light is included

Third Base Fence:

- Remove existing concrete and fencing along the third base side
- Provide new concrete for the walkway extension, slab replacement, and five new stairs
 - o City of Leesburg is responsible for removing, storing/staging, and reinstalling the gravel along the third base side within our scope of work area
- Provide new 4' chain link fence with one 4' swing gate
 - o New fence to receive foam fence top protector similar to what currently exists
- Reconfigure existing sliding gate and fence along the angled portion of the third base side leading to the outfield
 - o Sliding gate to receive new wheels, rollers and fabric
 - o Reconfigure a portion of the chain link fence to match up with the new portion of fence that is to be extended
 - o This portion of fence is to receive foam top protector similar to what currently exists
- Modify and extend the existing metal fencing and railing onto the new extend walkway

Clarifications:

- Work to be performed during normal/regular business hours as defined: Monday through Friday, 7:00am to 3:30pm with holidays excluded
- Overall proposal cost is based upon all projects being released via one purchase order. If certain projects are withdrawn from the overall proposal, we will adjust the proposal costs accordingly
- Due to current market conditions pricing is subject to change
- Permitting not included
- Any specialty permitting, such as environmental, is not included
- Dumpster to be provided by GC
- Certified Payroll / Davis-bacon wages are not included
- Liability insurance included
- Builder's risk insurance not included
- Bond not included
- Any engineering, design, or drawings by JLC are excluded
- Certified As-Builts not included
- No Liquidated Damages
- Any unforeseen conditions are excluded
- Johnson-Laux Construction is not responsible for delays to the schedule caused by other contractors

Contractor's Price Proposal - Summary

Date:	October 21, 2022		
Re:	IQC Master Contract #:	FL-R5-GC07-111821-JLC	
	Work Order #:	109986.00	
	Owner PO #:		
	Title:	Leesburg - Pat Thomas Stadium Upgrades 2023	
	Contractor:	Johnson-Laux Construction, LLC	
	Proposal Value:	\$150,469.45	

Exhaust Fans in Concession at Restrooms	\$28,896.60
Grandstand Ceiling Fans	\$20,370.39
No Category Input	\$1,429.71
Outfield Fence Windscreen	\$14,778.61
Press Box Windows	\$9,651.02
Shed Power	\$11,991.37
Speaker Upgrades	\$11,468.29
Third Base Fence	\$51,883.46
Proposal Total	\$150,469.45

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Detailed Scope of Work

To: James Powell
Johnson-Laux Construction, LLC
650 Garden Commerce Parkway
Winter Garden, FL 34787
407-453-2261

From: John Folker
City of Leesburg
501 W Meadow St
Leesburg, FL 34748
352-504-5292

Date Printed: October 21, 2022

Work Order Number: 109986.00

Work Order Title: Leesburg - Pat Thomas Stadium Upgrades 2023

Brief Scope: Pat Thomas Stadium Improvements

☐

Preliminary

☐

Revised

☒Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

See attached detailed scope of work.

Subject to the terms and conditions of JOC Contract **FL-R5-GC07-111821-JLC**.

Contractor

Date

Owner

Date



Work Order Signature Document

EZIQC Contract No.: FL-R5-GC07-111821-JLC

☒

New Work Order

☐

Modify an Existing Work Order

Work Order Number.: 109986.00

Work Order Date: 10/21/2022

Work Order Title: Leesburg - Pat Thomas Stadium Upgrades 2023

Owner Name: City of Leesburg

Contractor Name: Johnson-Laux Construction, LLC

Contact: John Folker

Contact: James Powell

Phone: 352-504-5292

Phone: 407-453-2261

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No FL-R5-GC07-111821-JLC.

Brief Work Order Description:

Pat Thomas Stadium Improvements

Time of Performance

Estimated Start Date:

Estimated Completion Date:

Liquidated Damages

Will apply:

☐

Will not apply:

☒

Work Order Firm Fixed Price: \$150,469.45

Owner Purchase Order Number:

Approvals

Owner

Date

Contractor

Date

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.4.

Meeting Date: December 12, 2022

From: Aaliyah Davis, (Purchasing Manager), Cliff Kelsey, (Public Works Director)

Subject: Purchase request by Public Works to replace the John L. Johnson Fence using an existing Job Order Contract with Johnson-Laux Construction, LLC, for an amount of \$214,346.97.

Staff Recommendation:

Staff recommends approval of the purchase request by Public Works using an existing Job Order Contracting Agreement with Johnson-Laux Construction, LLC for an amount of \$214,346.97.

Analysis:

The purpose of this purchase is to remove the existing chain-link fence and install a new welded aluminum with brick veneer columns. Labor, material, and equipment based on the joint scope walk through performed on August 11, 2022. The new fence layout location will be based on the Florida Department of Transportation (FDOT) drawings for State Road 500 Widening Project. The John L. Johnson Fence Project includes:

- Provide structural engineering for the new concrete footers
- Provide utility locates
- Provide a new 42" welded aluminum fence to be powdered coated black
- Provide 10 block and brick columns with concrete caps
- Paint concrete caps
- Replacement of sod in disturbed areas

Procurement Analysis:

The City has an existing Agreement with Johnson-Laux Construction, LLC, to provide construction services using the Job Order Contracting method. The John L. Johnson Fence Project will be delivered using the Job Order Contracting (JOC) method and the existing Agreement between the City and Johnson-Laux Construction, LLC. Staff obtained a proposal from Johnson-Laux Construction, LLC, the City's Gordian eziQc Construction services contractor. The proposal was developed by Johnson-Laux in accordance with the eziQc construction task catalog.

Options:

1. Approve the purchase request to Johnson-Laux Construction, LLC. as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The FY 22 budget included \$100,000. Additionally, in the current budget another \$180,000 was included or a total of \$280,000 is available for this project.

Account No.	031-5193-519-6310
Project No.	310051
WF No.	WF1438653/1
Requisition	55007
Budget	\$280,000.00
Available	\$280,000.00

10/27/2022

PROJECT: City of Leesburg: John L. Johnson Fence

SUBJ: Scope of Work

Summary Scope:

This project consists of removing the existing chain link fence and providing the City of Leesburg with a new welded aluminum 42" fence. This project is located at 201 Mills St., Leesburg, FL 34748.

Detailed Scope of Work:

Provide labor, material, and equipment in accordance with the joint scope walk performed on 08/11/2022. Also reference the following:

CES FDOT State Road No. 500 plans dated: June 19, 2009

Fence Map 2 Provided by the City of Leesburg

- Provide structural engineering for the new concrete footers
 - o Includes a boundary survey and layout for the columns
- Provide utility locates
- Provide a new 42" welded aluminum fence to be powdered coated black: 632 LF
 - o Includes the removal of the existing 6' chain link fence
 - o Fence gates are not included
- Provide 10 block and brick columns with concrete caps
 - o Includes poured footers
- Paint concrete caps
- Replacement of sod in disturbed areas

Note: The Weracoba #2 style brick is being discontinued by the manufacturer. Depending on availability at the time of procurement, a new style of brick may need to be chosen

Clarifications:

- Work to be performed during normal/regular business hours as defined: Monday through Friday, 7:00am to 3:30pm with holidays excluded
 - MOT is not included
 - Due to current market conditions pricing is subject to change
 - Permitting is included
 - Any specialty permitting such as environmental, is not included
 - Dumpster to be provided by GC
 - Certified Payroll / Davis-bacon wages are not included
 - Liability insurance included
 - Builder's risk insurance not included
 - Bond not included
 - Certified As-Builts not included
 - No Liquidated Damages
 - Any unforeseen conditions are excluded
 - Johnson-Laux Construction is not responsible for delays to the schedule caused by other contractors
-



Work Order Signature Document

EZIQC Contract No.: FL-R5-GC07-111821-JLC

☒

New Work Order

☐

Modify an Existing Work Order

Work Order Number.: 110630.00

Work Order Date: 10/31/2022

Work Order Title: Leesburg - John L Johnson Fence

Owner Name: City of Leesburg

Contractor Name: Johnson-Laux Construction, LLC

Contact: John Folker

Contact: James Powell

Phone: 352-504-5292

Phone: 407-453-2261

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No FL-R5-GC07-111821-JLC.

Brief Work Order Description:

Time of Performance

Estimated Start Date:

Estimated Completion Date:

Liquidated Damages

Will apply:

☐

Will not apply:

☒

Work Order Firm Fixed Price: \$214,346.97

Owner Purchase Order Number:

Approvals

NOT USED

Owner

Date

NOT USED

Contractor

Date

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: December 12, 2022

From: Andi Purvis, (City Clerk), Robert Hicks, (Police Chief)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Land Lease Agreement with Good News Church of Central Florida, Inc., for the benefit of the Leesburg Police Department and in favor of the City; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution authorizing the Mayor and City Clerk to execute a Land Lease Agreement with Good News Church of Central Florida, Inc. for the benefit of the Leesburg Police Department.

Analysis:

The Leesburg Police Department would like the City to enter into the Land Lease Agreement with Good News Church of Central Florida, Inc. for the real property described in the Agreement for the purpose of K-9 training.

Procurement Analysis:

N/A

Options:

1. Adopt the Resolution authorizing the Mayor and City Clerk to execute the Land Lease Agreement as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The cost of this lease agreement is \$12.00 a year. This cost will be paid out of the Police Department operating budget.

Account No. 001-2111-521-4410

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
LAND LEASE AGREEMENT WITH GOOD NEWS CHURCH OF CENTRAL
FLORIDA, INC., FOR THE BENEFIT OF THE LEESBURG POLICE
DEPARTMENT AND IN FAVOR OF THE CITY; 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 Land Lease Agreement with Good News Church of Central Florida, Inc. to lease the real property described in the Agreement for the benefit of the Leesburg Police Department.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 12th day of December 2022.

Mayor

ATTEST:

City Clerk

LAND LEASE AGREEMENT

State of Florida

BACKGROUND.

A. This Land Lease Agreement (hereinafter referred to as the "Lease") is entered into and made effective as of November 1st, 2022 (hereinafter referred to as the "Effective Date") by and between the Lessor (hereinafter referred to as the "Landlord"):

GOOD NEWS CHURCH OF CENTRAL FLORIDA, Inc., a Florida not for profit corporation,
of
400 Executive Blvd.
Leesburg, Florida 34748

and the following Lessee (hereinafter referred to as the "Tenant"):

CITY OF LEESBURG, a Florida municipal corporation,

o/b/o LEESBURG POLICE DEPARTMENT
of
115 E Magnolia Street
Leesburg, Florida 34748

B. Landlord and Tenant may be collectively referred to as the "Parties".

C. WHEREAS, the Landlord is the owner of certain real property (the "Property") at the following address:

Parcel AK# 2940760
Leesburg, Florida

Said property is more fully described by the legal description as follows:

a section of 100 feet by 75 feet west side 5.9 acres lot.

D. WHEREAS, the Landlord intends to lease to the Tenant and the Tenant agrees to lease from the Landlord the aforementioned property.

In consideration of the obligations and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do contract and agree as follows:

I. PROPERTY.

1. The Landlord, in consideration of the lease payments described herein, leases to Tenant the land (hereinafter referred to as the "Property") which is described as follows:

a section of 100 feet by 75 feet west side 5.9 acres lot, described or depicted more particularly in Exhibit "A" attached hereto.

2. The Property is located at the following address:

Parcel AK# 2940760
Leesburg, Florida

3. The Property described equals 0.17 Square Acres (zero point seventeen square acres).

II. USE OF PROPERTY.

4. The Property shall be used for the following purposes and shall not be used for any other purpose without Landlord's prior written consent:

K-9 Training

5. The Tenant shall carry on all of the activities specified above in accordance with good husbandry and the best practices of the local community in which the leased Site is situated.

6. The Tenant shall, at Tenant's cost and expense, comply with any and all laws, ordinances, rules, regulations, requirements, and orders present or future, of any federal, state, county, or municipal governments which may in any way apply to the use, maintenance, or operations of the Property.

7. The Tenant agrees not to apply pesticides, insecticides, fungicides, herbicides, or other chemical treatments that will have a residual effect beyond the term of this Lease except without the express prior written consent of the Landlord.

8. The Tenant shall maintain the Property in good repair and make all necessary repairs thereto.

III. IMPROVEMENTS AND ALTERATIONS.

9. The Tenant may install safety improvements on the Property, including but not limited to fencing, light poles, and K-9 training obstacles. Otherwise, the Tenant may not make

improvements, alterations, additions, or other changes to the Property without the written approval of the Landlord.

10. The Tenant agrees that any construction will be performed in a good and workmanlike manner and will comply with all applicable laws.

11. At the end of the term, Tenant may remove any fencing, light poles, and K-9 training obstacles installed or brought onto the Property. Except as previously stated, all improvements, alterations, additions, or other changes to the Property shall become the property of the Landlord upon the termination of this Agreement unless otherwise agreed to by the Parties in writing.

12. The Tenant shall NOT have the right to erect any sign related to its business or for any other purposes. Notwithstanding the foregoing, Tenant may install no trespassing, K-9 training, warning, and other safety signage at the Property.

IV. MECHANICS LIENS.

13. The Tenant will not permit any mechanics or other liens to be filed against the Landlord's interest in the Property as a result of any work performed or for obligations incurred by the Tenant.

14. The Tenant agrees to give actual advance notice to any contractors, subcontractors, or suppliers of goods, labor, or services that such liens will not be valid and take whatever additional steps that are necessary in order to keep the Property free of all liens resulting from construction done by or for the Tenant.

15. The Tenant shall indemnify the Landlord for any liability, cost, or expense, including attorney's fees, in the event any such lien is filed.

V. PERMITS AND APPROVALS.

16. The Tenant will be responsible for obtaining all licenses, permits, and approvals required by any federal, state, or local authority in connection with their use of the Property.

17. The Landlord will cooperate with the Tenant and provide the necessary documents to obtain such licenses, permits, and approvals.

VI. LEASE TERM.

18. This Lease shall commence on November 1st, 2022 at 12:01 AM and shall continue until its natural termination under this part on the date of November 1st, 2023 at 11:59 PM.

19. Tenant must vacate the Property by the date of termination, November 1st, 2023, unless the Parties agree in writing to renew the Lease for an additional term.

20. At the expiration of this Lease, the Tenant shall be responsible for providing a forwarding address to the Landlord to receive any funds owed or other notices.

VII. POSSESSION.

21. The Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to the Landlord on the last day of the term of this Lease, unless otherwise agreed by all Parties in writing.

22. If Landlord is unable to deliver possession of the Property to Tenant at the start of the Lease term, through no fault of Landlord or due to any unforeseen circumstances, Landlord shall not be liable for any damages, but Tenant will not be liable for Rent until possession is given. If possession is given within 30 (thirty) days, Tenant hereby agrees to accept the Property and pay Rent from that date forward. If possession cannot be delivered within 30 (thirty) days, then this Lease shall be terminated.

23. At the expiration of this Lease, the Tenant shall remove their goods and effects and peaceably yield up the Property to the Landlord in as good condition as when delivered to the Tenant, ordinary wear and tear excepted.

VIII. LEASE PAYMENTS.

24. Tenant shall pay to Landlord rent payments of **\$12 (twelve US dollars)** each year.

25. Rent shall remain fixed for the entire lease term.

26. The Rent shall be payable in advance on November 1st each year. No holidays, special events, or weekends shall excuse Tenant's obligation to pay timely Rent.

27. Tenant may be required to pay prorated rent from the beginning of this Agreement to the first full payment period. If Tenant must pay prorated rent, Tenant shall pay any prorated amount due at the execution of this Agreement.

28. For any returned or bounced checks, Landlord may charge Tenant the cost of the returned check fee, as well as an additional reasonable fee, together with Rent late fees, as applicable.

29. The Landlord agrees to accept the following forms of payment for the Rent:

Check

30. Payment of Rent may be sent or delivered to the following address or to any person or institution denoted by Landlord, whether by mail, email, or any other means. If payment shall be made electronically, the address below shall be utilized as Tenant's point of contact for Landlord:

Good News Church of CENTRAL FLORIDA
400 Executive Blvd
Leesburg, Florida 34748

IX. TAXES.

31. The Landlord shall pay all real estate taxes or assessments which are levied or charged on the Property during the Term of this Lease.

X. UTILITIES.

32. The Tenant shall pay the cost of all utility services during the Term, including, but not limited to gas, water, and electricity used on the Property.

XI. HOLDOVER.

33. If the Tenant maintains possession of the Property for any period after the termination of this Lease (the "Holdover Period"), the Tenant shall pay to the Landlord lease payment(s) during the Holdover Period at a rate equal to 150% (one hundred fifty percent) of the most recent rate preceding the Holdover Period.

34. Such holdover shall constitute a month-to-month extension of this Lease.

35. The Tenant shall be liable to the Landlord for any damages incurred by the Landlord as a result of this holdover.

XII. CONDITION OF THE PROPERTY.

36. The Tenant has examined the Property and accepts the Property in its current condition "AS IS" and "WITH ALL FAULTS".

37. Except as expressly set forth herein, the Landlord makes no representation OR warranty, express or implied, or arising by operation of law, including but not limited to, any warranty of fitness for a particular purpose, merchantability, habitability, suitability, or condition.

38. The Tenant acknowledges that the Tenant has not relied on any representations or warranties by the Landlord in entering into this Agreement.

XIII. DANGEROUS AND HAZARDOUS MATERIALS.

39. Tenant shall not keep or have on Property any article or thing of a dangerous, flammable, or explosive nature that might substantially and unreasonably increase the danger of fire or explosion on the Property, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

XIV. PROPERTY INSURANCE.

40. Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Property and property located on the Property.

41. Tenant's insurance shall be an amount not less than **\$2,000,000 (two million US dollars)**.

42. The Landlord shall be named as an additional insured party on any and all such policies.

43. Tenant shall deliver evidence to Landlord as proof of adequate insurance in force issued by companies reasonably satisfactory to Landlord.

44. The Landlord shall receive advance written notice from the insurer prior to any termination of such policies.

45. Tenant shall also maintain any other insurance which Landlord reasonably requires for the protection of Landlord's interest in the Property.

46. Tenant is responsible for maintaining property insurance on their own property.

XV. LIABILITY INSURANCE.

47. Tenant shall maintain liability insurance on the Property in an amount not less than **\$2,000,000 (two million US dollars)**.

48. Tenant shall deliver evidence to Landlord as proof that sufficient insurance is in force and issued by companies reasonably satisfactory to Landlord.

49. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies during the duration of the Lease.

XVI. INDEMNITY REGARDING USE OF PROPERTY.

50. To the extent allowed by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney's fees, if any, for which Landlord may suffer or incur in connection with Tenant's possession, use, or misuse of the Property, except Landlord's own act or negligence.

XVII. LANDLORD ACCESS TO PROPERTY.

51. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Property to make inspections, provide necessary services, or show the unit to prospective workers. However, Landlord does not assume any liability for the care or supervision of the Property.

52. As provided by law, in case of an emergency, Landlord may enter the Property without Tenant's prior consent.

53. During the last three months of this Lease, or any extended period of this Lease, Landlord shall be allowed access to the Property to display "To Let" signs and show the Property to prospective future tenants upon reasonable notice to Tenant to coordinate any safety issues.

XVIII. QUIET ENJOYMENT.

54. If the Tenant pays the rent and performs all other obligations under this Agreement, the Tenant may peaceably and quietly hold and enjoy the Property during the Term.

XIX. EARLY TERMINATION.

55. The Tenant has the option to terminate the Lease prior to the natural end of the Lease term.

XX. SURRENDER OF PROPERTY.

56. The Tenant shall return the Property to the Landlord upon the termination of this Agreement in good condition and repair, ordinary wear and tear excepted.

57. Within 30 days following the termination of this Agreement, the Tenant will remove all equipment, materials, fixtures, and other personal property belonging to the Tenant from the Property.

58. Any property left on the Property after 30 days following the termination of the Agreement will be deemed to have been abandoned by the Tenant and may be retained by the Landlord.

XXI. DEFAULT.

59. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which the Tenant is bound in this Lease.

60. Subject to any governing law that states otherwise, if Tenant fails to cure any financial obligation within 30 days, or any other obligation within 60 days after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Property without further notice (to the extent permitted by law), and without foreclosing Landlord's ability to recoup damages. Alternatively, Landlord may elect to cure any default themselves and the cost of such action shall be added to Tenant's financial obligations under this Lease.

61. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord as a direct result of Tenant's default. All sums of money or charges Tenant is required to pay under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent."

62. The rights provided by this section are cumulative in nature and are in addition to any other rights afforded by law.

XXII. NO PARTNERSHIP.

63. Nothing in this Lease shall create a partnership, joint venture, contractor, employment, or any other such relationship between the Landlord and the Tenant.

64. No Parties shall be liable, except as otherwise expressly provided herein, for the other Party's obligations or liabilities.

65. The Tenant shall indemnify and hold Landlord and their property, including the Property, free and harmless from all obligations and liabilities incurred by the Tenant in conducting operations on the Property, whether under this Lease or otherwise.

XXIII. SUBORDINATION.

66. This Agreement and the Tenant's rights hereunder shall be subject and subordinate in all respects to any mortgage, deed of trust, or other liens now or hereinafter incurred by the Landlord.

67. Upon request of the Landlord, the Tenant will enter into a subordination agreement or other customary form as required by the lien holder.

XXIV. DESTRUCTION OR CONDEMNATION OF PROPERTY.

68. If the Property is partially destroyed by fire or other casualty to the extent that such resulting damage prevents the Tenant's continued use of the Property in a normal manner as intended, and if the damage is reasonably repairable within sixty days after the occurrence of the incident which caused the damage, and if the cost of repair is less than 50% of the value of the property itself, Landlord shall repair the Property and a reasonable and just proportion of the lease payments shall abate during the period of the repair according to the extent to which the Property has remained unusable. However, if the damage is not repairable within sixty days, or if the cost of repairs is greater than 50% of the value of the property, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control given their reasonable level of effort, or if the property is condemned, this Lease shall terminate upon twenty days notice of such event or condition by either Party and any unearned rent paid in advance by the Tenant shall be apportioned and refunded to them.

69. Tenant shall give Landlord timely notice of any damage to the Property.

XXV. SUBLETTING AND ASSIGNMENTS.

70. Tenant may not assign or sublease any interest in the Property, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage, or pledge this Lease, without the prior express written consent of the Landlord, which shall not be unreasonably withheld.

XXVI. COUNTERPARTS.

71. This Lease may be executed in counterparts, all of which shall constitute a single agreement. If the dates set forth at the end of this document are different, this Lease is to be considered effective as of the date that both Parties have signed the agreement, which may be the later date.

XXVII. ENTIRE AGREEMENT.

72. This Agreement contains the entire agreement of the Parties, and there are no other promises or conditions in any other agreement, whether oral or written, concerning the subject matter of this Agreement.

73. This Agreement supersedes any prior written or oral agreements between the Parties.

XXVIII. HEIRS AND ASSIGNS.

74. Tenant may not transfer or assign this Lease or any portion of this Lease to a third party. Notwithstanding the foregoing, all covenants of this Lease shall succeed to and be binding upon any heirs, executors, administrators, successors, and assigns of the parties.

XXIX. SEVERABILITY.

75. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

76. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

XXX. AMENDMENT.

77. This Agreement may be modified or amended in writing, if the writing is signed by the Party obligated under the amendment.

XXXI. GOVERNING LAW.

78. This Agreement shall be construed in accordance with the laws of the State of Florida.

XXXII. NOTICE.

79. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph of this Agreement or to such other address as one Party may have furnished to the other in writing.

XXXIII. WAIVER OF CONTRACTUAL RIGHTS.

80. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

XXXIV. BINDING.

81. The provisions of this Lease shall be binding upon and inure to the benefit of both Parties and their respective legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties execute the Agreement as follows:

LANDLORD:

GOOD NEWS CHURCH OF Central Florida, Inc.,
A Florida not-for-profit corporation,

By: _____
Raymond Keith Exum, Authorized Representative

Date

TENANT:

CITY OF LEESBURG
a Florida municipal corporation,

By: _____
Mike Pederson, Mayor

Date

Attest:

J. Andi Purvis, City Clerk

EXHIBIT "A"



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: December 12, 2022

From: Brandy McDaniel, (Budget Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida amending the Fiscal Year 2022-23 Budget for the General, Capital Projects, Gas, Wastewater, Discretionary Sales Tax and Fleet Services Funds for the Fourth Quarter; and providing an effective date.

Staff Recommendation:

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

Analysis:

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

General Fund	Amount	Funding Source
Susan St./Sleepy Hollow/Marina Exp. Funds)	\$ 934,736	Fund Balance (Remaining Fiber
Adjust American Rescue Plan Act Funds	(28,550)	Fund Balance
Increase Marina Fuel Purchases Sales)	175,000	Charges for Services (Marina Fuel
FL St. Fire Marshall's Office (blocking hoods)	3,713	State Grant
CURE donation from FMPA	<u>90,000</u>	Contributions/Donations
Total General Fund	\$1,174,899	

Capital Projects Fund	Amount	Funding Source
Susan St./Sleepy Hollow/Marina Exp.	\$2,450,736	Fund Balance
Adjust American Rescue Plan Act Funds	<u>6,340,000</u>	Fund Balance
Total Capital Projects Fund	\$8,790,736	

Gas Fund	Amount	Funding Source
Robuck Ostrander Ph I Dev. Cont. Project	\$ 331,365	Developer Contributed
Fox Pointe at Rivers Edge Dev. Cont. Project	<u>82,847</u>	Developer Contributed
Total Gas Fund	\$ 414,212	

Wastewater Fund	Amount	Funding Source
Adjust American Rescue Plan Act Funds	\$(2,927,854)	Fund Balance

WWT Phase II Plant Expansion	<u>30,000,000</u>	Debt Proceeds
Total Wastewater Fund	\$27,072,146	
Discretionary Sales Tax Fund	Amount	Funding Source
Susan St./Sleepy Hollow/Marina Exp.	<u>\$1,356,000</u>	Fund Balance
Total Discretionary Sales Tax Fund	\$1,356,000	
Fleet Services Fund	Amount	Funding Source
Increase \$ Replacement Garbage Truck	<u>\$ 35,500</u>	Fund Balance
Total Fleet Services Fund	\$ 35,500	

Procurement Analysis:

N/A

Options:

1. Adopt the attached resolution amending the Fiscal Year 2021-22 budget for the General Fund, Capital Projects, Gas, Wastewater, Discretionary Sales Tax and Fleet Services Funds for the Fourth Quarter; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

See attached

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA,
AMENDING THE FISCAL YEAR 2021-22 BUDGET FOR THE GENERAL, CAPITAL PROJECTS,
GAS, WASTEWATER, DISCRETIONARY SALES TAX AND FLEET SERVICES FUNDS FOR THE
FOURTH QUARTER; AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

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

SECTION I.

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

GENERAL FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Intergovernmental Revenue	3,713
Charges for Services	175,000
Miscellaneous Revenue	90,000
Total Estimated Revenues	268,713
Other Financing Sources:	
Fund Balance Appropriated	906,186
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	1,174,899

PROPOSED APPROPRIATIONS

Human Services	90,000
Public Safety	3,713
Culture/Recreation	175,000
Non Expenditures:	
Transfers to Other Funds	906,186
TOTAL PROPOSED APPROPRIATIONS	1,174,899

CAPITAL PROJECTS FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Intergovernmental Revenue	6,340,000
Total Estimated Revenues	6,340,000
Other Financing Sources:	
Transfer from Other Funds	2,290,736
Fund Balance Appropriated	160,000
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	8,790,736

PROPOSED APPROPRIATIONS

Culture/Recreation	8,790,736
TOTAL PROPOSED APPROPRIATIONS	8,790,736

GAS FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Other Sources	414,212
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	414,212

PROPOSED APPROPRIATIONS

Physical Environment	414,212
TOTAL PROPOSED APPROPRIATIONS	414,212

WASTEWATER FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Intergovernmental Revenue	(5,927,854)
Total Estimated Revenues	(5,927,854)
Other Financing Sources:	
Debt Proceeds	30,000,000
Fund Balance Appropriated (Impact Fees)	3,000,000
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	27,072,146

PROPOSED APPROPRIATIONS

Physical Environment	27,072,146
TOTAL PROPOSED APPROPRIATIONS	27,072,146

DISCRETIONARY SALES TAX FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:	
Fund Balance Appropriated	1,356,000
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	1,356,000

PROPOSED APPROPRIATIONS

Non Expenditures:	
Transfers to Other Funds	1,356,000
TOTAL PROPOSED APPROPRIATIONS	1,356,000

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

Other Financing Sources:	
Fund Balance Appropriated	35,500
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	35,500

PROPOSED APPROPRIATIONS

General Government	35,500
TOTAL PROPOSED APPROPRIATIONS	35,500

ALL FUNDS**ESTIMATED REVENUES AND OTHER RECEIPTS**

Miscellaneous Revenue	90,000
Charges for Services	175,000
Intergovernmental Revenue	415,859
Other Sources	414,212
Total Estimated Revenues	1,095,071
Other Financing Sources:	
Transfer from Other Funds	2,290,736
Debt Proceeds	30,000,000
Fund Balance Appropriated	2,457,686
Fund Balance Appropriated (Impact Fees)	3,000,000
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	38,843,493

PROPOSED APPROPRIATIONS

Human Services	90,000
Public Safety	3,713
General Government	35,500
Physical Environment	27,486,358
Culture/Recreation	8,965,736
Non Expenditures:	
Transfers to Other Funds	2,262,186
TOTAL PROPOSED APPROPRIATIONS	38,843,493

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 December 2022.

ATTEST:

Mayor

City Clerk

	FY 2022		FY 2022
<u>FUND</u>	<u>ADOPTED</u>	<u>CHANGE</u>	<u>AMENDED</u>
General	32,038,163	1,174,899	33,213,062
Stormwater	2,892,807	-	2,892,807
Housing Assistance	151,698	-	151,698
Greater Leesburg CRA	722,716	-	722,716
Carver Heights CRA	717,397	-	717,397
Hwy 441/27 CRA	1,413,457	-	1,413,457
Debt Service	1,750,006	-	1,750,006
Capital Projects	7,804,711	8,790,736	16,595,447
Electric	76,656,901	-	76,656,901
Gas	11,013,386	414,212	11,427,598
Water	14,171,459	-	14,171,459
Wastewater	32,085,126	27,072,146	59,157,272
Solid Waste	5,209,518	-	5,209,518
Airport	7,578,258	-	7,578,258
Police Pension	1,963,389		1,963,389
Fire Pension	1,676,985		1,676,985
General Employees Pension	3,245,409		3,245,409
Health Insurance	7,724,219	-	7,724,219
Workers' Compensation	672,050	-	672,050
Risk Management	876,886	-	876,886
Discretionary Sales Tax	2,538,165	1,356,000	3,894,165
Gas Tax	755,080	-	755,080
Police Impact Fees	10,500	-	10,500
Fire Impact Fees	250		250
Recreation Impact Fees	181,000	-	181,000
Building Permits	1,756,420	-	1,756,420
Police Forfeiture	41,571	-	41,571
Police Education Receipts	6,000	-	6,000
Fleet Services	4,427,559	35,500	4,463,059
Total	220,081,086	38,843,493	258,924,579

4th Quarter Budget Adjustments Additional Information

<u>Fund:</u>	<u>Description</u>	<u>Amount</u>	<u>Reason</u>
General Fund			
	Susan St./Sleepy Hollow/Marina Expansion CIP Project	934,736	City Commission approved funding plan 6/27/22
	American Rescue Plan Act Funds Reallocation	(28,550)	City Commission approved adjustment 7/11/22
	Increase Marina Fuel Purchases budget for additional revenue	175,000	City has received additional revenue
	FL State Fire Marshall- Particulate Blocking Hoods	3,713	City Commission approved grant 7/11/22, grant was awarded to the City
	Additional CURE funds- Donation from FMPA	90,000	City Commission approved 9/12/22
	Total General Fund	1,174,899	
Capital Projects			
	American Rescue Plan Act Funds Reallocation	6,340,000	City Commission approved adjustment 7/11/22
	Susan St./Sleepy Hollow/Marina Expansion CIP Project	2,450,736	City Commission approved 9/12/22
	Total Capital Projects	8,790,736	
Gas Fund			
	Robuck Ostrander Phase I Developer Contributed project	331,365	City Commission approved 1/24/22
	Fox Pointe Developer Contributed project	82,847	City Commission approved 9/12/22
	Total Gas Fund	414,212	
Wastewater Fund			
	Engineering for WWT Turnpike Expansion Phase II	3,000,000	Impact fees are available and eligible to pay for this expense
	American Rescue Plan Act Funds Reallocation	(5,927,854)	City Commission approved adjustment 7/11/22
	WWT Turnpike Expansion Phase II project	30,000,000	City Commission approved 7/25/22
	Total Wastewater Fund	27,072,146	
Discretionary Sales Tax			
	Susan St./Sleepy Hollow/Marina Expansion CIP Project	1,356,000	City Commission approved 9/12/22
	Total Discretionary Sales Tax	1,356,000	
Fleet Services			
	Increase Budget to Replace Garbage Truck #9095, truck came in over budget	35,500	City Commission approved
	Total Fleet Services	35,500	
	Total 4th Qtr Budget Adjustments	38,843,493	

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: December 12, 2022

From: Andi Purvis, (City Clerk), Cliff Kelsey, (Public Works Director), Dan Miller, (Planning and Zoning Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida accepting a Right-of-Way Deed to the City of Leesburg from Village Community Development District No. 14, for the purpose of dedicating all roadways located within Villages of West Lake Unit No. 55, Unit No. 56, Unit No. 57, Unit No. 58, Unit No. 59, Unit No. 60, Unit No. 61, Unit No. 62, Unit No. 63, Unit No. 64, Unit No. 65, Unit No. 66, Unit No. 67, Unit No. 68, Unit No. 69, and Unit No. 70 as described therein; and providing an effective date.

Staff Recommendation:

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

Analysis:

Villages Community Development District No. 14 is granting a Right-of-Way Deed to the City of Leesburg, Florida for acceptance by the City of Leesburg and recording the following:

All roadways located within Villages of West Lake Unit No. 55, per the Plat recorded in Plat Book 78, Pages 89 through 95, inclusive, Public Records of Lake County, Florida;

All roadways located within Villages of West Lake Unit No. 56, per the Plat recorded in Plat Book 78, Pages 96 through 101, inclusive, Public Records of Lake County, Florida;

All roadways located within Villages of West Lake Unit No. 57, per the Plat recorded in Plat Book 79, Pages 1 through 2, inclusive, Public Records of Lake County, Florida;

All roadways located within Villages of West Lake Unit No. 58, per the Plat recorded in Plat Book 79, Pages 3 through 4, inclusive, Public Records of Lake County, Florida;

All roadways located within Villages of West Lake Unit No. 59, per the Plat recorded in Plat Book 79, Pages 5 through 6, inclusive, Public Records of Lake County, Florida;

All roadways located within Villages of West Lake Unit No. 60, per the Plat recorded in Plat Book 79,

Pages 7 through 15, inclusive, Public Records of Lake County, Florida;

All roadways located within Villages of West Lake Unit No. 61, per the Plat recorded in Plat Book 79, Pages 16 through 20, inclusive, Public Records of Lake County, Florida;

All roadways located within Villages of West Lake Unit No. 62, per the Plat recorded in Plat Book 79, Pages 28 through 29, inclusive, Public Records of Lake County, Florida;

All roadways located within Villages of West Lake Unit No. 63, per the Plat recorded in Plat Book 79, Pages 21 through 27, inclusive, Public Records of Lake County, Florida;

All roadways located within Villages of West Lake Unit No. 64, per the Plat recorded in Plat Book 79, Pages 30 through 36, inclusive, Public Records of Lake County, Florida;

All roadways located within Villages of West Lake Unit No. 65, per the Plat recorded in Plat Book 79, Pages 42 through 47, inclusive, Public Records of Lake County, Florida;

All roadways located within Villages of West Lake Unit No. 66, per the Plat recorded in Plat Book 79, Pages 48 through 53, inclusive, Public Records of Lake County, Florida;

All roadways located within Villages of West Lake Unit No. 67, per the Plat recorded in Plat Book 79, Pages 54 through 55, inclusive, Public Records of Lake County, Florida;

All roadways located within Villages of West Lake Unit No. 68, per the Plat recorded in Plat Book 79, Pages 56 through 59, inclusive, Public Records of Lake County, Florida;

All roadways located within Villages of West Lake Unit No. 69, per the Plat recorded in Plat Book 79, Pages 60 through 61, inclusive, Public Records of Lake County, Florida;

All roadways located within Villages of West Lake Unit No. 70, per the Plat recorded in Plat Book 79, Pages 62 through 63, inclusive, Public Records of Lake County, Florida;

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA ACCEPTING A RIGHT-OF-WAY DEED TO THE CITY OF LEESBURG FROM VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14, FOR THE PURPOSE OF DEDICATING ALL ROADWAYS LOCATED WITHIN VILLAGES OF WEST LAKE UNIT NO. 55, UNIT NO. 56, UNIT NO. 57, UNIT NO. 58, UNIT NO. 59, UNIT NO. 60, UNIT NO. 61, UNIT NO. 62, UNIT NO. 63, UNIT NO. 64, UNIT NO. 65, UNIT NO. 66, UNIT NO. 67, UNIT NO. 68, UNIT NO. 69, AND UNIT NO. 70 AS DESCRIBED THEREIN; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Right-of-Way Deed granted to the City of Leesburg by Village Community Development District No. 14, for all roadways located within the:

Villages of West Lake Unit No. 55, per the Plat recorded in Plat Book 78, Pages 89 through 95, inclusive, Public Records of Lake County, Florida;

Villages of West Lake Unit No. 56, per the Plat recorded in Plat Book 78, Pages 96 through 101, inclusive, Public Records of Lake County, Florida;

Villages of West Lake Unit No. 57, per the Plat recorded in Plat Book 79, Pages 1 through 2, inclusive, Public Records of Lake County, Florida;

Villages of West Lake Unit No. 58, per the Plat recorded in Plat Book 79, Pages 3 through 4, inclusive, Public Records of Lake County, Florida;

Villages of West Lake Unit No. 59, per the Plat recorded in Plat Book 79, Pages 5 through 6, inclusive, Public Records of Lake County, Florida;

Villages of West Lake Unit No. 60, per the Plat recorded in Plat Book 79, Pages 7 through 15, inclusive, Public Records of Lake County, Florida;

Villages of West Lake Unit No. 61, per the Plat recorded in Plat Book 79, Pages 16 through 20, inclusive, Public Records of Lake County, Florida;

Villages of West Lake Unit No. 62, per the Plat recorded in Plat Book 79, Pages 28 through 29, inclusive, Public Records of Lake County, Florida;

Villages of West Lake Unit No. 63, per the Plat recorded in Plat Book 79, Pages 21 through 27, inclusive, Public Records of Lake County, Florida;

Villages of West Lake Unit No. 64, per the Plat recorded in Plat Book 79, Pages 30 through 36, inclusive, Public Records of Lake County, Florida;

Villages of West Lake Unit No. 65, per the Plat recorded in Plat Book 79, Pages 42 through 47, inclusive,

Public Records of Lake County, Florida;

Villages of West Lake Unit No. 66, per the Plat recorded in Plat Book 79, Pages 48 through 53, inclusive, Public Records of Lake County, Florida;

Villages of West Lake Unit No. 67, per the Plat recorded in Plat Book 79, Pages 54 through 55, inclusive, Public Records of Lake County, Florida;

Villages of West Lake Unit No. 68, per the Plat recorded in Plat Book 79, Pages 56 through 59, inclusive, Public Records of Lake County, Florida;

Villages of West Lake Unit No. 69, per the Plat recorded in Plat Book 79, Pages 60 through 61, inclusive, Public Records of Lake County, Florida;

Villages of West Lake Unit No. 70, per the Plat recorded in Plat Book 79, Pages 62 through 63, inclusive, Public Records of Lake County, Florida, is hereby accepted.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 12th day of December 2022.

Mayor

ATTEST:

City Clerk

This instrument prepared by:
Erick D. Langenbrunner, Esq.
3619 Kiessel Road
The Villages, Florida 32163

RETURN TO:
City of Leesburg
501 West Meadow Street
Leesburg, Florida 34748

RIGHT-OF-WAY DEED

THIS INDENTURE, made effective this 10th day of November, 2022, by **VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14**, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, as amended, whose post office address is 984 Old Mill Run, The Villages, Florida 32162 ("Grantor"), to **THE CITY OF LEESBURG**, a Florida municipal corporation, whose post office address is 501 West Meadow Street, Leesburg, Florida 34748 ("Grantee").

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

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

All roadways located within **Villages of West Lake Unit No. 55**, per the Plat recorded in Plat Book 78, Pages 89 through 95, inclusive, Public Records of Lake County, Florida.

All roadways located within **Villages of West Lake Unit No. 56**, per the Plat recorded in Plat Book 78, Pages 96 through 101, inclusive, Public Records of Lake County, Florida.

All roadways located within **Villages of West Lake Unit No. 57**, per the Plat recorded in Plat Book 79, Pages 1 through 2, inclusive, Public Records of Lake County, Florida.

All roadways located within **Villages of West Lake Unit No. 58**, per the Plat recorded in Plat Book 79, Pages 3 through 4, inclusive, Public Records of Lake County, Florida.

All roadways located within **Villages of West Lake Unit No. 59**, per the Plat recorded in Plat Book 79, Pages 5 through 6, inclusive, Public Records of Lake County, Florida.

All roadways located within **Villages of West Lake Unit No. 60**, per the Plat recorded in Plat Book 79, Pages 7 through 15, inclusive, Public Records of Lake County, Florida.

All roadways located within **Villages of West Lake Unit No. 61**, per the Plat recorded in Plat Book 79, Pages 16 through 20, inclusive, Public Records of Lake County, Florida.

All roadways located within **Villages of West Lake Unit No. 62**, per the Plat recorded in Plat Book 79, Pages 28 through 29, inclusive, Public Records of Lake County, Florida.

All roadways located within **Villages of West Lake Unit No. 63**, per the Plat recorded in Plat Book 79, Pages 21 through 27, inclusive, Public Records of Lake County, Florida.

All roadways located within **Villages of West Lake Unit No. 64**, per the Plat recorded in Plat Book 79, Pages 30 through 36, inclusive, Public Records of Lake County, Florida.

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All roadways located within **Villages of West Lake Unit No. 66**, per the Plat recorded in Plat Book 79, Pages 48 through 53, inclusive, Public Records of Lake County, Florida.

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All roadways located within **Villages of West Lake Unit No. 68**, per the Plat recorded in Plat Book 79, Pages 56 through 59, inclusive, Public Records of Lake County, Florida.

All roadways located within **Villages of West Lake Unit No. 69**, per the Plat recorded in Plat Book 79, Pages 60 through 61, inclusive, Public Records of Lake County, Florida.

All roadways located within **Villages of West Lake Unit No. 70**, per the Plat recorded in Plat Book 79, Pages 62 through 63, inclusive, Public Records of Lake County, Florida.

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

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

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

ATTEST:

VILLAGE COMMUNITY DEVELOPMENT
DISTRICT NO. 14

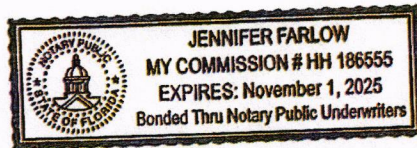
Kenneth C. Blocker
Kenneth C. Blocker, District Manager

C. Dale Borrowman
C. Dale Borrowman, Chair, Board of Supervisors

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 10th day of November, 2022, by C. Dale Borrowman, as Chair, Board of Supervisors, of and on behalf of Village Community Development District No. 14, for the purposes expressed herein, who is personally known to me.

Jennifer Farlow
Notary Public - State of Florida
Print Name: Jennifer Farlow
Commission Number: HH 186555
Commission Expires: 11/1/2025



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: December 12, 2022

From: Andi Purvis, (City Clerk), Robert Thilmony, (Gas Director)

Subject: An Ordinance of the City of Leesburg, Florida amending the City Code of Ordinances by amending Chapter 22, Section 22-7, Natural Gas Line Installation Procedures; providing for severability; providing for inclusion in the Code of Ordinances; providing for conflicts; and providing for an effective date.

Staff Recommendation:

Approve the Ordinance to amend the City Code of Ordinances by amending Chapter 22, Section 22-7, Natural Gas Line Installation procedures.

Analysis:

Pursuant to Chapter 22, Section 22-7 of the Code of Ordinances of the City of Leesburg, Florida, natural gas line installation is required in all new residential developments of more than five (5) units and developers are required to equip not less than eighty percent (80%) of such units with a natural gas water heater and natural gas furnace. The City of Leesburg wishes to expand gas appliance options under Chapter 22, Section 22-7 to provide the option of either (i) a natural gas water heater, natural gas stove, and natural gas dryer, or (ii) a natural gas water heater and natural gas furnace.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

ORDINANCE NO. 2022-_____

**AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA
AMENDING THE CITY CODE OF ORDINANCES BY
AMENDING CHAPTER 22, SECTION 22-7, NATURAL GAS
LINE INSTALLATION PROCEDURES; PROVIDING FOR
SEVERABILITY; PROVIDING FOR INCLUSION IN THE
CODE OF ORDINANCES; PROVIDING FOR CONFLICTS;
AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, pursuant to Chapter 22, Section 22-7 of the Code of Ordinances of the City of Leesburg, Florida, natural gas line installation is required in all new residential developments of more than five (5) units and developers are required to equip not less than eighty percent (80%) of such units with a natural gas water heater and natural gas furnace; and

WHEREAS, the City of Leesburg wishes to expand gas appliance options under Chapter 22, Section 22-7 as set forth herein.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are adopted and incorporated herein by reference.

Section 2. Text Amendment. Chapter 22, Section 22-7 of the Code of Ordinances City of the City of Leesburg, Florida shall be amended as follows:

Sec. 22-7. Natural gas line installation procedures.

Natural gas line installation shall be required in all new residential developments of more than five (5) units, in accordance with the conditions and criteria hereinafter specified. Developers shall insure that not less than eighty (80) percent of all units in the development be equipped with either (i) a natural gas water heater, ~~natural gas stove~~, and natural gas furnace dryer, or (ii) a natural gas water heater and natural gas furnace. Before any natural gas lines are installed in any such development the following prerequisites must be met:

- (1) *Streets to be surveyed and graded.* All streets within the area shall be properly surveyed, marked and graded the full width of the right-of-way.
- (2) *Costs of installation.*
 - a. *Installation by city.* Where the natural gas line distribution system is to be installed by the city, the cost of all natural gas lines and appurtenances must be borne by the developer, subdivider or re-subdivider. Before the city commences any natural gas line construction, the cost, as estimated by the city's design engineer (or designee), must be paid in cash or a bond sufficient to cover the cost of construction. The cost must be posted by the developer. The

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Words in underscored type are additions.

developer must connect at the nearest available natural gas supply and must also bear the cost from the nearest point to the subdivision. The city may require the sharing of trench space, which will be dug by the developer's water and/or electric utility contractor at no charge to the city.

b. *Installation by developer.* The developer may at his option install his own natural gas distribution system or contract same to be done by a reliable contracting firm, at the developer's expense. The natural gas system improvements shall become the property of the city after completion. The developer shall guarantee the improvements pursuant to section 25-453.

c. *Plans and specifications to be submitted.* Prior to any construction of natural gas line facilities, proposed plans and specifications must be submitted to the city for preliminary approval.

d. *Inspection and approval.* Before facilities are finally accepted by the city, they must be inspected and approval given by the city as to construction, and any deviation or improper construction must be corrected or replaced before facilities can be used or final approval granted. Inspections must be made before any trench may be completely filled.(3)

- (3) *Mains, lines and meters to be property of city.* All natural gas lines and connections, will be, and remain, the property of the city and the city will be responsible for the maintenance and repairs of the system.
- (4) *Main line specifications.* All natural gas line installations, valves and connections shall be installed according to the specifications of the city. Natural gas lines that serve any area must be of a size designated by the city to insure adequate pressures and quantities.
- (5) *Map of installations.* A complete "as built" map of all valves, taps, bends, tees and crosses must be prepared by the design engineer, or by the natural gas system contractor and certified by the design engineer, as designated by the city.
- (6) *Meters are property of city; services charges.* Natural gas meters and regulators will be furnished and installed by the city and will remain the property of the city. In any new construction, or in any case in which an existing structure is altered so as to create more than one (1) single-family dwelling or single unit therein, a meter shall be installed to serve each such single-family dwelling or single unit; no meter serving more than one (1) single, discrete unit in a building shall be allowed. Charges for the installation of meters, regulators, and services are based on actual cost of labor and materials at time of installation for service.

- (7) The following criteria shall govern when gas mains must be installed by developers where natural gas service is not available directly adjacent to the real property being developed:

Gas main and service installations will be required when it is determined by the city in its discretion that a connection to the city's existing natural gas system is reasonably available. In determining whether such a connection is reasonably available, the city shall take into account, among other considerations, the following factors, no single one of which shall be considered determinative in and of itself:

- (1) Whether the cost to the developer for connection to the nearest adequately sized city natural gas line exceeds the total cost of natural gas infrastructure within the development, including mains, services, meters and appurtenances.
- (2) whether the cost to the developer for connection to the nearest adequately sized city natural gas line exceeds the total cost of connecting the development to the city's water and wastewater systems;
- (3) The distance from the development to the nearest adequately sized city natural gas line, both standing alone and compared to the distance to the nearest city water and wastewater lines;
- (4) Any physical or geographical obstacles to the installation of a line from the development to the nearest adequately sized city natural gas line, including but not limited to lakes, streams or other water bodies, and roads, streets, railroads or other public or private rights of way which must be crossed in order to construct the line;
- (5) The number of residential units within the development as compared to the total cost to the developer for creating a connection to the nearest adequately sized city natural gas line;
- (6) The terms of any annexation or development agreement between the city and the developer, entered into prior to the date this ordinance was first adopted;
- (7) Whether and to what extent the development had received any annexation, rezoning or other land use approvals from the city prior to the date this article was first adopted.

Section 4. Incorporation. The provisions of this ordinance are intended to be incorporated into the Code of Ordinances of the City of Leesburg, Florida, and sections of this ordinance may be renumbered, re-lettered, and the word "ordinance" may be changed to "section", "article", or any other phrase in order to accomplish such intention.

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Words in underscoring type are additions.

Section 5. Conflicts and Severability. All ordinances in conflict with this ordinance are hereby repealed. If any section, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this Ordinance.

Section 6. Effective Date. This Ordinance shall take effect immediately upon its final adoption by the City of Leesburg Commission.

PASSED AND ADOPTED this ____ day of _____, 2022 by the City Commission of the City of Leesburg, Florida.

Mike Pederson, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

William Grant Watson, City Attorney

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