

**AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, JUNE 26, 2023 5:30 PM**

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS:

A. None

3. PRESENTATIONS:

A. None

4. PUBLIC COMMENTS:

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

5. CONSENT AGENDA:

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

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held June 12, 2023

B. PURCHASING ITEMS:

1. None

C. RESOLUTIONS:

- 1. Voting Delegate Designation for the Florida League of Cities (FLC) Annual Conference**
- 2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Second Amendment to the Development Agreement for the Provision of Public Facilities between The Villages Land Company, LLC, and the City of Leesburg; and providing an effective date.**
- 3. Review the Basis of Design Report to add a Fluoride Injection System to the Water Distribution System and discuss further action.**
- 4. 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. 72, Unit No. 73, and Unit No. 74 as described therein; and providing an effective date.**
- 5. 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. 75, Unit No. 76, and Unit No. 77 as described therein; and providing an effective date.**
- 6. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and Cardiac Dragon 360 AC LLC, for the purpose of setting forth the terms under which the city will provide natural gas service to the development known as Banning Ranch Phase I and Banning Ranch Phase II; and providing an effective date.**
- 7. Resolution of the City Commission of the City of Leesburg, Florida, Authorizing and Directing the Mayor and City Clerk to execute an agreement for School Resource Officer (SRO) services to be provided to Lake County School Board – Leesburg Schools - for the 2023-24 school year starting in August 2023; and providing an effective date.**

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

A. SECOND READING OF ORDINANCES

1. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 0.97 +/- acres; and being generally located south of Griffin Road and east of Snowberger Avenue, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been 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. (Polk Gorman Properties AX)**
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 0.97 +/- acres from Lake County Urban High Density to City of Leesburg Industrial, for a property generally located south of Griffin Road and east of Snowberger Avenue, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Polk Gorman Properties SSCP)**
3. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 0.97 +/- acres from Lake County RP (Residential Professional) to City of Leesburg M-1 (Industrial) to allow for business expansion in Industrial for a property generally located south of Griffin Road and east of Snowberger Avenue, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Polk Gorman Properties RZ)**

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 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:

A. Bulk Cost of Power Adjustment Update

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, JUNE 12, 2023 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, June 12, 2023, at Leesburg City Hall. Mayor Burry called the meeting to order at 5:30 p.m. with the following members present:

Commissioner Allyson Berry
Commissioner Jay Connell
Commissioner Mike Pederson
Commissioner Alan Reisman
Mayor Jimmy Burry

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

INVOCATION

Mayor Burry 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. Arlette R. Dent - Leesburg Public Library Career Online Education Graduate

Mayor Burry read a proclamation recognizing Arlette R. Dent for her accomplishment of graduating from the Leesburg Public Library Career Online Education Program.

B. Pride Month

Mayor Burry read a proclamation proclaiming June as Pride month. He encouraged residents to recognize the contributions made by the members of the LGBTQIA+ community and to promote the principles of equality, liberty, and justice in our city.

3. PRESENTATIONS:

A. Employee Service Award Recognitions:

Five Years: Ike Arriaga, Police; and Jamie Davis, Human Resources

Ten Years: Te'Rella Coleman, Recreation

Twenty Years: Taraja McBride, Electric; and Charles Padgett, Electric

Twenty-Five Years: Ryan Sapp, Fire

Thirty Years: Cheryl Raiford, Procurement

HRD Arriaga and CM Minner acknowledged each employee for their years of service and dedication to the city.

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.

Deirdre Griffin, 10534 Holloway Drive, Leesburg, said she has been trying to interpret the Live Local Act. She questioned the interpretation of it and asked if there would still be hearings through the Live Local Act or would it be passed through? Specifically, multi-family or rentals, will there be any legal applications that would go out for publication. **CA Watson** responded right now, that is unclear. The law came as a surprise in many ways and there will be a lot of looking into it to understand the process. The vague process they were given, which is in the statute, says it is an administrative approval process. There are no teeth in terms of what that process might mean. It states applications would not be required to go through the city commission for any type of final approval. They would only go through an administrative approval process. What that means is still unclear. It could vary from place to place in terms of procedures. Right now, it is possible for applications that qualify as affordable housing under the Live Local Act to proceed through without any kind of formal city commission hearing. Certainly, without a city commission hearing, they could not have ultimate authority in terms of approving or denying a particular application that meets the standards required for the applications. **Ms. Griffin** then asked if safety concerns override that? If there are existing safety concerns in a particular type of development, would that override what would be considered a conflict? **CA Watson** answered not necessarily. It is tricky because if the state preempts an area, then there is not much a local government can do to regulate that particular area. It is still a bit unclear exactly what the full effect of that will be and how it might be changed or modified depends on the questions that come out. There have been a number of seminars ongoing. The League of Cities is looking into the issue. They are trying to get some planners involved to help better understand and grasp what is going on. It is something that will hit the books and it will be effective July 1st. We will have to wait and see how things go. Right now, it is a wait and see. The general framework does not have much in it. It is very vague and ambiguous. It leaves a lot of questions. **Ms. Griffin** wanted to know if there are any applications currently on hold in anticipation of the Live Local Act. **CA Watson** replied none that he was not aware of.

Gary Custer, 8909 East Treasure Island Avenue, provided a city ordinance for all commission members. He stated he had presented it before. He asked for more clarification and if it was still valid and utilized? **CA Watson** responded that it is an ordinance that appears to be valid. **Mr. Custer** inquired if the ISBA overrides that because it allows the city to do a lot of other things other than what that ordinance says. **CA Watson** stated there are two ISBA's with Leesburg and in ways it facilitates the joint growth or issues between the city and the county. The ISBA provides the framework for annexing properties into

the city. The city also has a comprehensive plan and the various things in the books that are evaluated in the context of that application. **Mr. Custer** said the infrastructure should come before annexing properties. The city is creating a problem by annexing and creating more traffic. Specifically, their complaint was about CR-44. **CA Watson** replied that annexation by itself does not create traffic. Annexation just brings property from one jurisdiction to another. **Mr. Custer** added that if they develop that piece of property, it will create more traffic. **CA Watson** stated once a development is approved it will. However, the county also has development approval procedures that someone could apply for.

Annexation by itself does not change anything other than the jurisdiction that governs the property. The development approvals would be evaluated within the municipality under the city's code as opposed to the county codes and land development regulations. If the city allows one type of use on the property, then obviously, that would be a difference for the county. If someone has not applied for something in the county, it is hard to say what the county would approve. **Mr. Custer** mentioned that he was told that the roads are not the city's problem, it is the county's problem. **CA Watson** pointed out the issue on the roads in that area are county roads and there is a jurisdictional issue where the city does not have authority to do anything in terms of regulating or governing county roads. **Mr. Custer** asked if it would make more sense to be cooperative with the county so they can create the property infrastructure? **CA Watson** answered that is why we have ISBA's. The joint agreements between the city and the county involve other types of service arrangements where the county and the city work together on those issues when properties are brought in through the ISBA. **Mr. Custer** remarked that it was not working because they were picking different areas. If somebody comes in to be annexed into the city, they are sporadic and nothing is continuous. **CA Watson** pointed out that there are two different annexation chapters. One of them is pursuant to a joint agreement between the municipalities and the city and the standards and the procedures are slightly different from one to the other. **Mr. Custer** said the ordinance he provided should be considered every time they approve a development or annexation.

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

Items pulled for discussion:

5.B.3 - Authorization of a contract with Brightview Landscape Services, Inc. for landscape maintenance services

5.C.2 - Approving the West Leesburg Community Development Corporation (WLCDC), American Recovery Grant Award

Commissioner Pederson moved to adopt the Consent Agenda except for 5.B.3 and 5.C.2, and Commissioner Reisman seconded the motion.

The roll call vote was:

Commissioner Connell	Yes
Commissioner Reisman	Yes
Commissioner Pederson	Yes
Commissioner Berry	Yes
Mayor Burry	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 May 22, 2023**

B. PURCHASING ITEMS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services Fixed Unit Price Agreement with The Fishel Company for underground utility construction services; and providing an effective date.**

ADOPTED RESOLUTION 11,331

- 2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Piggyback Agreement with Evoqua Water Technologies, LLC. for corrosion and odor control services; and providing an effective date.**

ADOPTED RESOLUTION 11,332

- 3. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a contract amendment with Brightview Landscape Services, Inc. for landscape maintenance services; and providing an effective date.**

ADOPTED RESOLUTION 11,341

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

Commissioner Reisman made a motion to adopt the resolution and Commissioner Pederson seconded the motion.

Mayor Burry requested comments from the Commission and the audience.

Commissioner Pederson commented he only pulled this item to lay the groundwork for the salary adjustments. We are engaging this company to help with landscape maintenance and they are charging \$26.15 an hour when the city's position right now pays half that. Hopefully, tonight they will approve the starting salary of \$15 per hour. They may still have to do some of the work on overtime. He previously spoke with the city manager and, hopefully, this is a short-term fix while we work on the salaries, which will in turn help us get proper staff. He wanted to bring that to the public's attention and lay the groundwork for his support of salary increases.

The roll call vote was:

Commissioner Reisman	Yes
Commissioner Pederson	Yes
Commissioner Burry	Yes
Commissioner Connell	Yes
Mayor Burry	Yes

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

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and Troon Creek II, LLC, for the purpose of setting forth the terms under which the City will provide natural gas service to the development known as Troon Creek Preserve; and providing an effective date.**

ADOPTED RESOLUTION 11,333

2. **Resolution of the City Commission of the City of Leesburg, Florida, approving the West Leesburg Community Development Corporation (WLCDC), American Recovery Grant Award; and providing an effective date.**

ADOPTED RESOLUTION 11,342

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

Commissioner Pederson made a motion to adopt the resolution and Commissioner Reisman seconded the motion.

Mayor Burry requested comments from the Commission and the audience.

Commissioner Connell commented that we are talking about \$750,000 and of that, \$500,000 is proposed for building houses. They will most likely only get three houses with that money. They have \$200,000 proposed for home renovations and \$50,000 for operating costs. He was concerned. This money could be used in a better effort to benefit the majority of people versus the way it is proposed to be spent. We are talking about a half million dollars to benefit three families. Somebody could brainstorm and come up with better ideas to benefit more of the population than just three families. With the \$200,000 for renovations, he had not seen any guidelines, or qualifications for how anyone would receive this money. Is there a time frame for them having to stay in the house? Do they even have to live in the house or just own it? It could be rental property. What are the criteria for what can be fixed and what cannot be fixed? How much money will be allowed per home? There are numerous concerns about this and it is not spelled out very clearly. The lion's share of the money is going for three new houses which will only benefit three families. Five hundred thousand dollars could be spent equally on other things to benefit a larger number of people. **Commissioner Pederson** remarked that this is federal money. The money came from the American Recovery Act. The city received twelve million dollars. **CM Minner** added it was

just under twelve million dollars. **Commissioner Pederson** continued to say it was broken down into different buckets and the decision was made to spread the money throughout the city. We approved \$750,000 for the Carver Heights District and Pine Street and a portion was provided to the CDCs in an effort to spend the money throughout the entire city. He does not want to micromanage the CDCs and they have volunteers coming forward with ideas and he respects those opinions. His understanding was that they would build houses and sell them. They are not just giving houses away to anybody. They would use the proceeds from selling the house to buy more houses. They could take a vacant lot, build a house, and sell it. They would then invest the money and do it again. With renovations, they would buy the home and fix it up. They would not just buy three homes. **CM Minner** stated there are three pieces to the request. The first part is for immediate cash subsidies to go into West Leesburg CDC coffers and that would be fifty grand. The rationale for that is that the CDC operates as a subsidy to the city. About \$950 per month is used for part-time employment, operational costs and applications for housing programs that the City and the West Leesburg CDC worked together on. They had some issues with that in terms of participation and getting things funded. Ultimately, they decided recently not to pay that subsidy anymore because it did not work. With that subsidy gone, the West Leesburg CDC still has the goal of doing things to benefit the Carver Heights Community. Most recently there has been talk and collaboration in Carver Heights Community about the importance of infill housing. They want to provide blight remediation, workforce housing and a way to increase property values in Carver Heights. In general, the infill housing concept is a good one. The fifty thousand dollars would be a cash request. The city would cut a check to the West Leesburg CDC to help prop up that organization. As we move forward with our budget proposal, it is intended that we do not fund them in the future. With the two hundred thousand dollars there are two prongs. One is to purchase and rehab housing and the other is to receive infill housing lots from the city to construct houses on. **Commissioner Pederson** remarked that the CDC would sell the houses, they are not just giving them away. **CM Minner** stated some of the concerns that Commissioner Connell brought up about parameters on who will receive the houses and whether they are a rental or sold. We do not have parameters for that. We have not put them into place. However, it does go hand in hand with what Commissioner Berry is trying to do. She would like to get some parameters on what inventory infill lots the city has so they can be donated to different organizations. They could be donated to the West Leesburg CDC, Habitat for Humanity, or another not-for-profit agency. They are trying to get this up and moving and wrap it into one. However, he was unable to apply Commissioner Berry's full request on the parameters to establish donations. Based on other things in the community where infill housing concepts are going, the West Leesburg CDC's request seems to be in line with those concepts. It breaks down to the rehab, which takes about \$200,000 and the remaining \$500,000 would be for a request to revisit later on the construction of houses that would be sold or rented. Those processes are to be determined in the future. As far as direct allocation to how the process would work, the fifty grand would be a direct immediate allocation. However, the two hundred thousand and the five hundred thousand would be based on reimbursement. The housing department, which is led by Sandra Wilson, will work with the West Leesburg CDC to make sure those funds are spent appropriately and in a timely manner and that draws are made on those. The city will not be cutting a check for seven hundred and fifty thousand dollars. **Commissioner Berry** commented that this was the West Leesburg CDC's third approach on how they would like to use that \$750,000. This is inline with what the city needs for finding homes in conjunction with the Housing Department. This would be a great move and it would be a learning process for the city on how to purchase, as well as present and find non-profit organizations for the infill lots that need to be moved. The \$50,000 would be conducive for them to have operational money ready and available to be a part of and to partake in things. This would be a good move for their rationale and she welcomes the support of this arrangement as requested. **Commissioner Pederson** said a couple of meetings ago there was a lot of criticism and it went both ways. We either give lots away or we get criticized for holding them on the books and spending a lot of money to maintain them. If the request was to go ahead and give them five lots, he would be fine with that. **CM Minner** stated the lot request had been pulled. He left that in the packet so they could see the information. They can anticipate that

request to come back. However, those are lots that the West Leesburg CDC is eyeing. They would like to build on those lots with this money. It would be a two-step process. The first step would be to approve the ARP funding request and then they will work on the parameters of how we donate the lots.

Commissioner Pederson remarked that the basis of his comment was that this had been put on hold for months. He wanted to be respectful to the CDC and get this process going. That was why he brought up the five lots. **Commissioner Reisman** wanted to confirm if the West Leesburg CDC had a board or if it was just one person running it. **CM Minner** replied it has a board; Fred Griffin is their current president, but he was unable to make it tonight. **Commissioner Connell** commented that we still do not have any parameters in place on the rehab program or for the houses that are to be built, would they be sold or rented. There is nothing in place. We are considering the approval of \$750,000 with no parameters or guidelines in place. They should not approve anything until they have it and are given an opportunity to review it. **Commissioner Berry** replied that the rental portion was pulled. They realized that they would not be the land-lords for the West Leesburg CDC. She asked if the Vice President, Mary Tucker, could provide further details to support their request. **CM Minner** stated the commissioner asked if there were parameters in place to guide either rental or purchases of the houses that would be constructed or rehabbed. **Mary Tucker**, Vice President of the West Leesburg CDC, stated she did not have the answer to that question. **Commissioner Berry** stated the West Leesburg CDC decided they would not become a land-lord. **Commissioner Pederson** added that there was a big debate about two months ago and they conceded because \$500,000 would only purchase about three homes. They could keep buying homes, build them and flip them. That way, it would better serve more people. **CM Minner** said the commissioner had a good question about parameters and we have been in a partnership with the West Leesburg CDC and the Habitat for Humanity where we donated lots, and while we do not have a specific written parameter for the City of Leesburg, we do use other guidelines from HUD or the county that generally guides with the low to moderate income standards and the selection process. While we do not have those things in the book, those perimeters are in existence. It would be an easy issue to fix and it would just be a matter of stealing a page from HUD and putting the City of Leesburg on it. They do have broad parameters, but we do not have specific parameters. **Commissioner Pederson** reminded everyone that the whole theory of the CRA is to build homes so they can continue to build and flip. It will create a higher tax base, which generates more money. That was the whole idea of the CRA and this is a great plan. This is the third time they have looked at this. It is time to approve it and get some directions for this CDC district. **Commissioner Berry** said, with the direction of the housing department, this would be a learning curve. They would take them in the right direction. They could also follow and piggyback off the Leesburg CDC with how they do it. **Commissioner Connell** pointed out that we still do not have any parameters. There are some general guidelines that nobody has seen. Is there anything in place about the criteria for having somebody's house renovated? How much and what items are eligible? Do they have to live there or just own it? Can it be a rental? Until we get the answers, how can it be approved? **Ms. Tucker** asked Commissioner Connell if his question was if they had all the parameters to qualify West Leesburg CDC to be given the ARP money? **Commissioner Connell** said no. **Ms. Tucker** asked if the question related to the West Leesburg CDC not having all the parameters or information that was being requested. **Commissioner Connell** replied that he wanted to see the qualifications and parameters for someone to approach the CDC to renovate their house. He wanted to know how much they could get, what items were available through this program and if there was any length of time they had to stay in the home after the money had been awarded and the work was done. **Ms. Tucker** said that would not necessarily be something outside of what has been expressed. There are guidelines and people have already presented them to them. There are people already qualified and people have been hired by the city manager to take care of housing. The West Leesburg CDC is housed in the Resource Center and the president has been meeting with them to discuss these things. She does not see why there would be a question about the possibility to put these things in place. **Commissioner Connell** stated if there are parameters in place, he would appreciate it if someone could furnish those prior to the vote. That was all he was asking for.

John Christian, of the Leesburg CDC, stated he met with the West Leesburg CDC board and offered them some guidance and pointers. He does not think the board was saying the \$200,000 would renovate houses. It is for acquisition of existing houses. There may be a need to renovate and they will sell that house as well as brand new houses. They are not going to rent, they are not going to go renovate his house or anyone else's house. They are going to use the standards that are already in place, as the city manager said. Lake County has a great program on affordability, so that \$500,000 is for new construction and the \$200,000 is for existing housing. They are not going to fix peoples' houses for \$750,000. Nor are they going to go through the community fixing up houses. They are going to buy existing houses that are on the market. They will renovate that house, sell it and do it over and over again to get rid of blight and some of the infill lots in Carver Heights. **Commissioner Pederson** complimented him; stating he did a great job.

The roll call vote was:

Commissioner Pederson	Yes
Commissioner Berry	Yes
Commissioner Connell	No
Commissioner Reisman	Yes
Mayor Burry	Yes

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

3. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Lake County Water Authority Stormwater Grant Program Agreement to provide financial assistance for the Center Street Stormwater Retrofit Project Construction; and providing an effective date.**

ADOPTED RESOLUTION 11,334

4. **Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 84, a subdivision of the City of Leesburg, Florida, being a portion of Section 9, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 84)**

ADOPTED RESOLUTION 11,335

5. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement from DRJ Land Company, LLC, affecting the property described therein; and providing an effective date.**

ADOPTED RESOLUTION 11,336

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

accepting a Utility Easement from Robert G. Bundens, Sr. and Joann R. Bundens affecting the property described therein; and providing an effective date.

ADOPTED RESOLUTION 11,337

7. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from FCC Environmental Services Florida, LLC, for the purpose of granting the City an easement over the property described therein; and providing an effective date.

ADOPTED RESOLUTION 11,338

8. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Silver Lake Pointe Phase 1, a subdivision of the City of Leesburg, Florida, being a portion of Sections 9 and 10, Township 19 South, Range 25 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Silver Lake Pointe Phase 1)

ADOPTED RESOLUTION 11,339

9. Resolution of the City Commission of the City of Leesburg, Florida, accepting an Automatic Aid Agreement for Fire Protection and Other Emergency Services between the City of Groveland and the City of Leesburg and more particularly described in the document; and providing an effective date.

ADOPTED RESOLUTION 11,340

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

A. SECOND READING OF ORDINANCES

1. None

B. FIRST READING OF ORDINANCES

1. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 60.27 +/- acres and generally located

north of Jackson Road, east and west of Park Lane, and west of Radio Road, lying in Section 10, 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 3; and providing an effective date. (Silver Lake Woods AX)

Commissioner Reisman introduced ordinances 6.B.1, 6.B.2 and 6.B.3 to be read by title only. CC Purvis read the ordinances by title only.

Mayor Burry requested comments from the Commission and the audience.

CA Watson pointed out that item 6.B.2 will require a vote because this is a large-scale comprehensive plan. They need to make a motion and vote to approve transmittal of the package to the reviewing agencies.

Planning and Zoning Director Miller stated this is the Silver Lake Woods project. It is a proposal for a single-family residential development located on sixty acres. It is generally located west of Radio Road and east and west of Park Lane. They are proposing eighty-five units on the sixty acres for a gross density of 1.41 units per acre. The request is a small scale comp plan amendment from Lake County Urban low density to City of Leesburg estate. The rezoning would be from Lake County Agriculture to City of Leesburg Planned Unit Development. As stated, sixty acres and eighty-five units. Twenty eight plus or minus acres of preserved wetlands. The only permitted use is single-family residential. There are three lot sizes within the PUD zoning. Fifty-two lots at fifty by one thirty, eighteen lots at sixty by one thirty and fifteen lots at seventy by one thirty. The access point will be located on the south side of the property, not on Radio Road. It is required to be a boulevard type access point with a landscape median which allows for emergency access vehicles. The sixty and seventy foot lots are located around the exterior of the property and the fifty foot lots are on the interior of the property. The homes will have two car garages. As discussed with the commission in other projects, the fifty-foot lots will have gutters to direct stormwater away from the foundation of the property. Otherwise, they have the standard PUD conditions in effect; design and architectural standards, twenty-five foot buffers around the north, east and south sides of the property, trees in every front and rear yard and darksky lighting. There will be a split rail fence on the north and south boundaries. On the eastern boundary there is an option for a six-foot PVC fence. Four tenths of an acre will be for recreation. Mr. Jerome Henin, the property owner, was there to answer any questions. **Mayor Burry** questioned it being a boulevard style and not exiting onto Radio Road. What road will it exit onto? **PZD Miller** believed it exits onto Jackson. **Mr. Henin** from the audience clarified that it would be on Radio Road. **PZD Miller** apologized for the confusion. The map at the Planning Commission was turned sideways and he got all messed up. However, this does exit on Radio Road.

Gary Custer, 8909 East Treasure Island Avenue, passed out a copy of an ordinance to the commission. He stated the ordinance should be read before approving any developments. Something really needs to be done differently.

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 60.27 +/- acres from Lake**

County Urban Low Density to City of Leesburg Estate Residential, for a property generally north of Jackson Road, east and west of Park Lane, and west of Radio Road, lying in Section 10, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Silver Lake Woods LSCP)

Commissioner Pederson made a motion to approve the transmission of the packet to the state for review and Commissioner Reisman seconded the motion.

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

The roll call vote was:

Commissioner Berry	Yes
Commissioner Connell	Yes
Commissioner Reisman	Yes
Commissioner Pederson	Yes
Mayor Burry	Yes

Five yeas, no nays, the Commission approved the motion.

Mayor Burry asked if there was a date for the second reading. **CC Purvis** answered it would be July 10th. **Mayor Burry** stated July 10th would be the second reading for this item. **CA Watson** added that this item would have to go to the state for review, which may take thirty to sixty days. It should be closer to thirty days. However, he was not sure if it would be lined up for that particular meeting. **Mayor Burry** answered that if we get that back we can have the second reading on July 10th. **CM Minner** stated there would be a public notice posted about this after the review is returned.

3. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 60.27 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for residential development for a property generally located north of Jackson Road, east and west of Park Lane, and west of Radio Road, lying in Section 10, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Silver Lake Woods PUD)**
4. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 1.45 +/- acres; and generally located west of Whitney Road and north of State Road 44, lying in Section 19, Township 19 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 2; and providing an effective date. (City of Leesburg Electric Substation SR 44 Davis AX)**

Commissioner Reisman introduced ordinances 6.B.4, 6.B.5 and 6.B.6 to be read by title only. CC Purvis

read the ordinances by title only.

Mayor Burry requested comments from the Commission and the audience.

PZD Miller stated this project consists of an annexation of 1.45 acres for an electric substation. It lies west of Whitney Road on the north side of SR 44. It would be a Lake County, Rural transition that would go to City of Leesburg, Institutional and Lake County, Agriculture. Under the zoning, it would go to the City of Leesburg, Public. It will be used for an electrical substation to add capacity to the area. **CA Watson** commented about the contract. They are scheduled to close on or before August 10th. Right now, they are in the due-diligence period. On August 10th it should be wrapped up assuming everything proceeds. **Mayor Burry** stated after they close the property will that be when they hold the second reading? **CA Watson** agreed. The commission and planning and zoning approvals are contingent upon that contract.

5. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 1.45 +/- acres from Lake County Rural Transition to City of Leesburg Institutional, for a property generally located west of Whitney Road and north of State Road 44, lying in Section 19, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (City of Leesburg Electric Substation SR 44 Davis SSCP)**
6. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 1.45 +/- acres from Lake County A (Agriculture) to City of Leesburg P (Public) for a property generally located west of Whitney Road and north of State Road 44, lying in Section 19, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (City of Leesburg Electric Substation SR 44 Davis RZ)**

C. NON-ROUTINE ITEMS

1. **Resolution of the Mayor and City Commission of the City of Leesburg, Florida, reaffirming the Mission and Vision Statement; establishing Goals for the Organization; and providing for an effective date.**

ADOPTED RESOLUTION 11,343

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

Commissioner Reisman made a motion to adopt the resolution and Commissioner Pederson seconded the motion.

Mayor Burry requested comments from the Commission and the audience.

CM Minner said they held the Vision Workshop a few weeks ago. From that, they came up with certain

mission goals. The primary thing established was that we still liked and wanted to apply our existing vision mission statements, which broke down the overall goals into five categories. From that we identified several sub-categories, such as increasing employee pay, managing the growth in south Leesburg, and doing certain recreational projects. The marketing concepts were in there too. The resolution is pretty explanatory. It is not a bible, in any case, but it is a guide to the major issues that we will work on over the next year or so.

The roll call vote was:

Commissioner Connell	No
Commissioner Reisman	Yes
Commissioner Pederson	Yes
Commissioner Berry	Yes
Mayor Burry	Yes

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

2. City Manager Presentation of FY '24 Wage Proposal

CM Minner stated the next three items on the agenda would revert back to this. He wanted to go over the concepts. With the CBA's, we have some pay items that are significant. He wanted to lay out the groundwork on the perimeters of how we got to where we are now and the actions that will be before them and how that binds us financially moving forward. Back in the fall, this started with a request from Commissioner Connell to do an overall salary review of all our working staff. There are three categories of employees. The Police Benevolence Association (PBA), which is all the sworn officers. We have programed 72 and they are employed and remunerated by pay and benefits through the collective bargaining agreement as a unionized workforce. The other unionized workforce is the International Association of Firefighters (IAFF). The paid perimeters of their employment provisions are laid out in a collective bargaining agreement. The rest of the employees outside of the sworn officers, consist of members of the IAFF from an entry-level firefighter up to a lieutenant. Those two forces are unionized. Everybody else in the workforce is referred to as general employees. That includes the electric linemen, solid waste operators, wastewater, and recreation maintenance workers, and everybody else. They completed a comprehensive survey and we found from that survey that our general employees' pay is all over the place as far as competition. The root of the issue is because the marketplace has moved. Whether it is public or private, they have moved to the fifteen dollars an hour for base pay/entry-level positions. We have found ourselves behind on that. There is a state requirement that says every employer in the state must pay fifteen dollars an hour by 2026. However, most agencies have already implemented this and we are really struggling with our pay. It needs to be increased. If we increase that base pay, then we have a compression issue, so we have about thirty positions out of five hundred and twenty that are below fifteen dollars an hour. If we raise that number up from the base rate of \$12.74, thirty or so people are affected and that creates compression. We really have to examine all of our employees on the pay scale numbers of 112 up to 142. That is entry level, mid management and supervisory type levels. They put together a process to examine that. They found out that they needed to increase a police officer's pay. In this region, we are significantly suffering with recruiting. Of the seventy-two paid positions, we have seven vacancies and that is significant. We believe it is directly related to the entry level pay not being competitive with other organizations. We continue to be behind the eight ball in recruiting compared to other organizations like the Orange County Sheriff's Office, the OPD, and other large organizations who get a lion's share of officers because their pay is in the neighborhood of sixty thousand dollars per year to start. They also found that the IAFF wages are a bit low. The proposal is to increase the police officer's starting wage to sixty thousand dollars a year. However, that creates compression. It is a sixteen percent increase that we really need to pass along to all police officers so that all our police officer positions

remain competitive. He recommended the funding for this be two-fold. The first fold is that we need to recognize freezes on some positions so we can ease into the increase in the general fund. That will be talked about in more detail during the FY-24 budget sessions. As we move into FY-25 and FY-26, we recognize that we may need to add more police officers to the workforce. The goal that Chief Hicks would like to get to is ninety and as we get into the budget process we will talk about ways the new Villages property tax growth will take care of that or at least help us get there. The IAFF offered a few different proposals, but the basic proposal was a five percent increase across the board. The IAFF would like to add all hours worked as a clause in the pay contract items. What that means for us that do not regularly know CBA language, there is a requirement that if you have paid timeoff and you are required to come into work after your paid timeoff on a non-scheduled day, you will receive overtime pay. That is the perimeter in the PBA/CBA but not the IAFF. The IAFF requested that it be modified to mirror the CBA for the PBA and that cost is two point five percent. The magic number that we identify where we are not competitive in the IAFF pay is seven point five percent. Item number one and two adds up to an incremental increase for the members of the IAFF to seven and a half percent. Number three is to increase the paramedic incentive pay. We have about forty-eight firefighter engineers and the paramedic pay would be for firefighter engineers. There are twenty-four slots for paramedics. Paramedics have additional qualifications to provide emergency initial response medical treatment if needed. Chief Mera would like to keep twenty-four paramedics on pay. They are paid an incentive to get that upgrade and we pay them a bonus of thirteen thousand a year. On that payscale, there would be a four dollar increase per hour that goes on to their base pay.

The general employees are a bit more complicated about how we tackle getting the base pay up to fifteen dollars an hour. With a couple of deviations, this is the broad spectrum where the base pay is on the pay scale 112. If you work for the federal government, you would be a GSER and you would know the general scale. However, we call that pay grade 112. There are steps from 112 up to 142. Those base steps have a top and bottom. For practicality and ease of discussion, the numbers he will provide are bottom numbers. He recommends the bottom pay scale of 112 be increased to fifteen dollars per hour. That is an increase from \$12.72 to \$15 per hour. If you are at steps 113-142, there is a four percent gap between each step. With 113, the base scale of that would be \$15 dollars per hour plus a four percent increase and so on. That would be repeated through step 142. Once that is adjusted, everybody will be moved up to \$15 per hour and then we will need to tackle the compression issue. There are employees who may be on the 114 or 115 scale who are not at \$15 an hour, so you cannot bump up that employee who is making in the \$12 per hour range and then bump them up to just \$15 per hour. We also have people who have been here longer on different pay scales who get less. So that needs to be adjusted. They also recognize longevity, so when we raise the base pay it affects longevity pay. They came up with a formulaic approach to doing that. The formulaic approach is, in your current pay grade you get one percent. If you move to the bottom of the current pay scale an employee is on, they will get a one percent bonus for every year of service. For example, for someone in pay grade 112 who has been there 18 years, that pay would then become \$15 an hour times eighteen percent. That would put them at around \$19 an hour. We recognize the bottom and provide longevity. We will do the same through pay scale 142. As we get to pay scale 133, we start getting into middle management and senior management. The recommendation then becomes, you get the formulaic approach or five percent, whichever is greater. With the exception of the command staff in the police department. We recognize them with the CBA agreement and the IAFF. We recognize the seven and a half percent increase for this management. It would be five percent or whichever number is greater, but the CBA affects that. There are three resolutions to come behind. The commission will consider the PBA/CBA and the IAFF/CBA resolution to accept the new pay scale. In that resolution, he asked them to not only increase the pay pursuant to these parameters, in each of the classifications, but to pay these benefits effective July 1st, which is the last quarter of FY 23. He asked that they authorize him to enter into a Memorandum of Understanding (MOU) with the IAFF and the PBA to recognize the last of the quarter pay versus the first of the fiscal year pay.

Now, how do we pay for it? If we go ahead and start the pay increase effective July 1st, there will be no pay increases on October 1st. As the employees would have already received their increases in the last quarter of this year. They will receive their FY 24 bump three months early so they earn a little bit more money earlier, which is good for the employees and for us as an employer. We need to get to that \$15 per hour minimum quicker. Hopefully, we will then be able to recruit so we do not have to use the Brightview contract which was just approved. It will also help our Chiefs with recruitment so they can fill positions moving forward. Payroll as proposed for FY 27 would be roughly twenty-seven million dollars of our two hundred million dollar budget. Those are rough numbers. This year, FY 23, we adopted about a twenty-four million dollar payroll. The increase is about twelve percent. Of the twenty-four million dollars that were allocated for FY 23, we will spend about twenty-two million. There is a two million dollar cash gap due to vacancies. We have been having trouble filling these vacancies. If we apply these changes to this fiscal year, there is cash to pay for it through the end of this fiscal year. If we do that, we will be putting the cart before the horse, because we will be committed to a higher payroll through the end of this fiscal year. In the enterprise funds, there would be a simple equation because we will not be recommending an increase in user fees beyond the COLA, which we do on an annual basis, or CPI increases, which are relatively minor. With those funds, we can shift blocks around to absorb the increase. The general fund is tricky because the general fund has two major items. There is a process that needs to be approved through the trim notice. That way, in August, folks will see what their assessments are, which is the fire assessment fee and what their taxes will be. That is the millage rate. We do not approve that until September and it becomes effective October 1st. If we cut a big check for employee pay raises, we have to tackle that. We need to increase the assessment fees and increase taxes or commit to spending cash. We do have the cash. In FY 25, if we fail to do A or B assessments or taxes, we will then be forcing ourselves into cash. We have the cash and it will be replenished. Why would we put the cart before the horse? Because we have ways out that are attractive. We have future growth coming in to pay for it and it is the right thing to do for the employees. We talked about the enterprise funds paying for themselves. We also anticipate no increase in electric rates. We will make that proposal in FY 24. He believes they will be able to lower the power costs adjustment, hopefully, in the last quarter of this year or by October 1. The recovery numbers look extremely good. In fact, he should receive the number of May in two days. All the other funds take care of themselves; the general fund does not. The first thing he will recommend, which is the next thing on the agenda, is to increase the fire assessment fee. By resolution they will consider that resolution. It will be a notice that says we are considering raising the fire assessment fees. Those numbers will be published in the trim notice which goes out in August. The other side of the taxing house is the millage rate. In July they will approve the DR-420. The DR-420 is a resolution (a state form) that says this will be your maximum millage rate and we will not tax property taxes higher than that number. We can go below it, but not over it.

If we go over it, we will have to do the whole process of advertising, which is cumbersome and difficult. When considering that resolution, it puts into place information on finances for the public. That information will be in the trim notice and the public will see what taxes and assessments are being proposed for the upcoming fiscal year, which will be adopted in September. The proposal, with these processes in mind, increases the fire assessment fee by double. It is a big number. Right now it is eighty-seven dollars and the proposal is for one hundred and sixty-five dollars per equivalent residential unit (ERU). That is for single-family homes. All the other classifications, commercial, industrial, and warehouse, are one cent per square foot. So, whatever those numbers are, we are doubling them. Everyone gets doubled. Even though we are asking to double the fire assessment fee, we can mitigate that increase because on June 1st we found out that the property taxable value growth went up twenty-three percent. That is a big jump. If that property number goes up, that means we can correspondently reduce the property taxes so the net increase is negligible. For example, the average home value in the City of Leesburg is roughly two hundred thousand dollars. After exemptions have been applied, it will be taxed to a value in 2023 of \$150,000. The millage rate is per thousand, so the math is a hundred and fifty

thousand dollars and if we divide that by the millage rate of 4.0192, we come up with a city tax bill of \$602. At the bottom of the trim notice or tax bill is the assessment section. It includes the Leesburg Fire Assessment fee of eighty-seven dollars. In FY 23, a resident who had a house value of two hundred grand had a tax and assessment bill of \$689. If you have the fifty thousand dollar exemption, that means you are homesteaded. In the State of Florida, when your house is homesteaded, that means your value can only go up three percent, even though growth is twenty-three percent on residential homes. The commercial is capped at ten percent. Then we have new growth. We have three percent growth for existing residential and ten percent growth for existing commercial, new commercial and residential. For this tax year, the home value will go from two hundred thousand dollars to two hundred and six thousand dollars less the exemption of fifty thousand dollars. So, instead of being taxed at one hundred and fifty thousand dollars, they are being taxed at one hundred and fifty-six thousand dollars. If we drop the millage rate to 3.425, the tax bill is five hundred and thirty-four dollars versus six hundred and two dollars. That is a reduction of about seventy dollars. If we add the new tax plus the assessment, the total will be six hundred and ninety-nine dollars versus six hundred and eighty-nine dollars. That is an overall increase of ten dollars or 1.37 percent. That will be the proposal to the body. The first step will be to send that resolution which gives notice to increase the fire assessment fee as described earlier. The caveat to all of this is that these are estimated numbers. 3.425 mills recommends our best estimate based on the information that was sent by the Property Appraiser's office on June 1st. We receive numbers on the first of every month. So in July, August, September, and even October, the property appraiser will update the assessed value number. He sent the commission the June 1st numbers by text and there is a copy if the public is interested. Ostensibly, our total taxable value in the City of Leesburg is 2.2 billion dollars. That number is up twenty-three percent. That is the process. Twenty-three percent is a really good number. For FY 24 we could see an even higher number because that twenty-three percent growth number does not include The Villages. It only includes ninety houses. It is estimated that by the end of this year the 470 property will be completely built. That adds another three thousand two hundred homes. They looked up some of the sale values for homes that range between four and five hundred thousand dollars and if we break that down into the taxable value less homestead exemptions, that number would be about three hundred. Using the number of three hundred and times that by thirty-two hundred times the millage rate, the total taxable value is almost a billion dollars, which is a taxable revenue somewhere around 3.3 million dollars. They believe we will be pretty close to that number next year. If not next year, it will be in FY 25 or 26. Going out into the future, the general fund is in a good position to discuss these things. One important thing he wanted to stress to the commission is that we have to approve the CBAs and we have to modify the general wage earnings for the general employees. This needs to go into effect July 1st. We have the cash and we have a reasonable taxing vehicle to figure out how we will pay for it in FY 24. We have some backstops where we know the cash and revenue are in case we do not do A or B. As we get into July and the budget sessions, these numbers will tighten up. The other side of the equation is the commission may not want to lower taxes that much, but we can have discussions about that during the budget sessions. Those dates are July 6th, 11th and 13th. We will drill down into these numbers as always. We will have the July numbers from the property appraisers office so we can drill down into what the rollback is, what the increase is and what the decrease is. We will get it all figured out. We are in a really good position today to deal with the PBA/CBA, the IAFF/CBA and the general employees increase in pay effective July 1st.

Mayor Burry asked about the fire assessment fee, is it country-wide and where does that put us, because doubling it sounds like a big thing. **CM Minner** answered it was an important thing to bring up. Why would the city want to double the fire assessment fee and lower taxes? The state statute lays out that an assessment is different from a tax. He knows the saying, if it walks like a duck and looks like a duck, it is a tax. However, legally and strategically, an assessment is different and it allows you to do different things. The fire assessment fee in the State of Florida allows you to capture fire service costs in an assessment. You are measured by the percent collected. In our case, right now, we under collect in our

fire assessment fees. We need to free up as much general revenue as we can so that we can spread that millage revenue around to all the general services a municipal corporation provides. If we isolate the fire assessment fee, we would have a better taxing structure. The current fire assessment fee is eighty-seven dollars per ERU and we capture forty percent of the available costs that the state statute says we can capture. If we double that, those numbers are just doubled and it would go up to one hundred and sixty-five dollars and, in turn, we would capture eighty percent. It isolates the fire service cost to an assessment fee that everybody pays pursuant to the rates being considered. Secondly, it frees up availability, so when the new villages' revenue comes into the community, we are free to have more of that to spend on different general services. The recommendation is threefold and he is sure they will have to toy with it. It will basically look like a police surcharge and even though the commission has not discussed the police growth surcharge reduction and putting money away for capital improvements, that will be laid out during the budget workshops. We would isolate that service and maximize the new money coming in. When we entered into the agreement with The Villages, we agreed that fire services would be provided by The Villages Fire Service District. We agreed that we would pay them one hundred and sixty dollars per ERU. That money was going to come out of two places, the existing fire service assessment, which is eighty-seven dollars. We would then grab some of the new village's revenue and marry it. We would cut a check to the Village's Fire District, not The Villages. They are two separate entities. We agreed to that in principle and it was a good deal at the time because we saw the numbers. The delta of one hundred and sixty dollars minus eighty-seven dollars times the number of houses is about two hundred and thirty thousand dollars. By eliminating the delta, we will not have to pay that delta difference to the Fire Service District, so that allows more ad valorem revenue to stay in the city's pocket or be reassigned as we go forward. The typical Lake County and Statewide fire assessment fee collects somewhere between eighty to one hundred percent of the available fire services at a rate north of two hundred dollars. There are only two communities in Lake County that do not have a fire assessment fee, Clermont and Eustis. They have zero, but there are other communities like Groveland which have a tiered system that ranges from two hundred and twenty-five to two hundred and seventy-five. Tavares and some of the other communities, like Fruitland Park, hang around about two and a quarter. At one hundred and sixty five, we would hang out at eighty percent. Even though that is double, we see all the effects and it is a competitive fire assessment fee.

3. Resolution of the City Commission of the City of Leesburg, Florida relating to the provision of Fire Protection Services, Facilities and Programs in the City of Leesburg, Florida; Imposing Fire Protection Assessments against assessed property located within the City for the Fiscal Year beginning October 1, 2023; Approving the Rate of Assessment; Approving the Assessment Roll; and providing an effective date.

ADOPTED RESOLUTION 11,344

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

Commissioner Reisman made a motion to adopt the resolution and Commissioner Pederson seconded the motion.

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

The roll call vote was:

Commissioner Reisman	Yes
Commissioner Pederson	Yes

Commissioner Berry	Yes
Commissioner Connell	Yes
Mayor Burry	Yes

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

4. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the ratification of the Collective Bargaining Agreement with the Florida Police Benevolent Associations, Inc. for Officers/Detectives and Corporals/Sergeants; and providing an effective date.**

ADOPTED RESOLUTION 11,345

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

Commissioner Reisman made a motion to adopt the resolution and Commissioner Pederson seconded the motion.

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

The roll call vote was:

Commissioner Pederson	Yes
Commissioner Berry	Yes
Commissioner Connell	Yes
Commissioner Reisman	Yes
Mayor Burry	Yes

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

5. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Ratification of the Collective Bargaining Agreement with the Professional Firefighters of Leesburg Local 2957, IAFF, AFL-CFO-CLC; and providing an effective date.**

ADOPTED RESOLUTION 11,346

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

Commissioner Reisman made a motion to adopt the resolution and Commissioner Pederson seconded the motion.

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

The roll call vote was:

Commissioner Berry	Yes
Commissioner Connell	Yes
Commissioner Reisman	Yes

Commissioner Pederson	Yes
Mayor Burry	Yes

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

6. **Resolution of the City Commission of the City of Leesburg, Florida authorizing approval of the Revised Pay Scale for the General Employees, payable effective July 1, 2023; Authorizing the City Manager to enter into Memorandums of Understanding to implement agreed wages to the PBA and IAFF effective July 1, 2023; and providing an effective date.**

ADOPTED RESOLUTION 11,347

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

Commissioner Reisman made a motion to adopt the resolution and Commissioner Pederson seconded the motion.

Mayor Burry requested comments from the Commission and the audience.

CM Minner mentioned that this vote is the one that says we are going to implement the general employees' pay and then we are going to make the IAFF, the PBA and general employees' pay be effective July 1. A yes vote on this means we will put the cart before the horse for all those reasons that are justifiable and should work out by the time you adopt the FY-24 budget in September. He wanted to stress that because he had been frightened of the whole cart before the horse. **Commissioner Pederson** said he met with the city manager and, just like all the commissioners, he complimented the city manager because this was a solid recommendation. **Mayor Burry** jokingly said this was his job on the line. **CM Minner** responded that he recognizes his job is on the line every day and reviewed twice a month. **Commissioner Reisman** stated this was a good thing because without employees we do not have a city. We have to take care of our employees.

The roll call vote was:

Commissioner Connell	Yes
Commissioner Reisman	Yes
Commissioner Pederson	Yes
Commissioner Berry	Yes
Mayor Burry	Yes

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

7. **Resolution of the City Commission of the City of Leesburg, Florida authorizing Approval of a Commissary Kitchen for Leesburg Resource Center; and providing an effective date.**

ADOPTED RESOLUTION 11,348

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

Commissioner Reisman made a motion to adopt the resolution and Commissioner Pederson seconded the motion.

Mayor Burry requested comments from the Commission and the audience.

Commissioner Reisman mentioned there were two numbers going back and forth: an annual deposit of one thousand dollars and then a fifty dollar per hour rate and a membership fee structure of five hundred dollars per year with fifteen dollars per hour. He would like to go with the one thousand dollar deposit and the fifty dollar per hour rental rate. **CM Minner** stated Commissioner Reisman spoke to him about this. He was the one that brought this concept to his attention. He then worked with the Housing Director to come up with a concept for using the kitchen as a commissary kitchen at the Resource Center. They modeled it after Eustis and it is a good program. He mixed some numbers from the application forms that the Housing Director put together versus his agenda transmittal. They liked the proposal for the use of the kitchen where you need to provide insurance. Housing staff will manage the program and make sure that everybody has their stuff in place and that the facility is used correctly. Secondly, the deposit of one thousand dollars would be an annual payment. That gets their foot in the door for anyone who wants to use the kitchen. One thousand dollars is for the prep, damage, repairs, and increase of costs for those types of things. Then there would be an hourly rate of fifty dollars. If the commission can make that revision to the motion, but that was how the resolution was written and revised. The amount would be one thousand dollars for an entry fee and fifty dollars per hour. **Commissioner Pederson** inquired if this was just for residents of the City of Leesburg or for anybody? **CM Minner** answered it would be for anybody who provides the insurance and wants to use the kitchen. They anticipate that it would be for gatherings and culinary schools. There was a program with Lake Tech but that fell apart after Covid. They have received a bunch of different requests from different culinary teachers or small businesses throughout the community that need a place like this facility. **Commissioner Reisman** wanted to make sure that we have yearly reviews of all insurance documents and catering licenses, and he would like to include the Venetian Center, so all documents are reviewed on a yearly basis. They have to renew their contracts for certain things on a yearly basis. They need to make sure we are keeping up with that. **Mayor Burry** asked if they needed to amend the motion. **CM Minner** replied no, the resolution was good. It will be one thousand dollars per entry and fifty dollars per hour. That was how the transmittal read and they have modified the draft application to reflect the commission's suggestion.

The roll call vote was:

Commissioner Reisman	Yes
Commissioner Pederson	Yes
Commissioner Berry	Yes
Commissioner Connell	Yes
Mayor Burry	Yes

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

8. Resolution of the City Commission of the City of Leesburg, Florida amending the Home Improvement Grant Program; and providing an effective date.

ADOPTED RESOLUTION 11,349

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

Commissioner Reisman made a motion to adopt the resolution and Commissioner Pederson seconded the motion.

Mayor Burry requested comments from the Commission and the audience.

Commissioner Connell asked the city manager to explain what the amendments are to this policy.

CM Minner explained this was an incentive from Commissioner Berry. She would like to make sure the housing stock throughout the community improves. She is specifically focused on her district and Carver Heights. They have created ways to tactically use that money. A couple of years ago, they created a couple of different programs: the facade sign landscape program, the home rehabilitation program, and later they added the downtown historic building renovation project. Each project overlapped the entire community, so the programs could work anywhere in the city, even though they could be funded four different ways based on how the commission wanted to fund them during any specific year. The flexibilities are written and they will stay in the programs. They are funded by grant awards and the commission funds the projects every fiscal year. The funding source could be the Carver Heights CR, where, if the grant is paid from the Carver Heights CRA, it would have to be located within the Carver Heights CRA area. The 441/27 CRA would be the same. If a project comes, it has to be funded through the 441/27 CRA fund. The downtown would be funded by the Downtown CRA and the general fund. It would be up to the commission to determine where it fits. There are some areas in the city that do not fall into the TIFF districts. That may be something the commission wants to address. We have seen it happen on occasion with the facade sign landscape grants. The FSL grants have had some mild success and the home rehabilitation program has not had any success. The home rehabilitation program has not had success because we set the grant level too low. We required a match and five thousand dollars and, unfortunately, nothing was fixed. When we implemented the grant categories, we identified things that we wanted to make sure would be improved because, in turn, it would improve the housing values and ultimately, it would bring up assessments. We wanted to make sure roofs and windows were repaired, doors were fixed, security issues were addressed, along with sidewalks. Now we are looking to change that program. First we want to look at money. We are proposing to increase the funding amount from five thousand dollars to twenty-five thousand dollars. The current proposal also has no matching requirement. They would receive a check for twenty-five thousand dollars. We also added some landscaping improvements. There is a modification of a lien if they take the money for three years. A clawback issue was brought up regarding restrictions on selling, so they added a lien requirement that would go against the homes and the commission would have the right to remove the lien. The thought behind that was if somebody died, they owned the house, and the estate would sell the house. At that point, we would want to release the lien for that purpose. They will all be handled on a case-by-case basis where you can add and release the liens. That was a big modification. If approved, there would be about twenty-five thousand dollars in the Carver Heights CRA fund for the home rehab program and for the other TIFF's, he would say the same. The funding levels need to be looked at during the budget process to increase that funding. Step one is changing it. Step two is figuring out how much we want to fund and that will be handled during the budget process. The biggest changes are the money, the lien restriction, and the landscaping requirement. We added safety, fire, and carbon monoxide detectors as an additional requirement along with the no-match requirement. **Commissioner Reisman** inquired if this would be open to any Leesburg resident. **CM Minner** responded that it would be open to any Leesburg resident in the areas where we fund the program. If we increase the funding in Carver Heights, we could not use that money in the downtown or 441/27 CRA. Nor could the money be used outside. **Commissioner Reisman** confirmed that a resident who is of the county but lives in Leesburg cannot apply for it. **CM Minner** answered yes, the major changes are that you have to be a Leesburg resident and it has to be owner-occupied. Those are the primary criteria that we did not change. There were long discussions

about that when we initially adopted the program. **Commissioner Pederson** commented about the cap and if they would approve the amount to be allocated during the budget process. He supports the program, but he was not comfortable with just giving the money away. He would like to propose a requirement of a ten percent contribution from the property owner. If they are unable to do that, then the city can put a lien on the property. Maybe they could make it a five-year lien and decrease it by twenty percent annually. He would like to see that built in. With those conditions, he could fully support it.

Commissioner Berry said her thoughts behind this was that it would be a hand up for the community. The majority of the residents she spoke with do own their homes. These homes were built in the 1950's and early 1960's and they need to be repaired. Getting rid of blight is the first and major concern, along with enhancing home ownership. People will feel proud of what they own and they will feel more encouraged. Instead of adding code enforcement and assessing fees, we should help rehab the homes so people can keep their homes and continue to live on their fixed incomes. Throughout the community and especially in district one, there are more homes not up to code and they need assistance. This plan and grant program is excellent. The sad part is that most people do not even know about it. They have no idea how to go about getting this. This needs to be put out in the open for everyone to see. We need to provide the funds so they can make changes to their homes. This is a win-win all the way around, not only for district one, but for the City of Leesburg. **Commissioner Pederson** commented that he respects all the comments made, but for him to agree, the homeowner needs to have some skin in the game.

Commissioner Pederson made a motion to amend and require a ninety/ten grant program where the city would give up to twenty-two thousand dollars towards the home. If the homeowner cannot afford to do that, they would add a lien to the home for five years, which will decrease by twenty percent each year and Commissioner Reisman seconded the motion.

CM Minner wanted to clarify that he said twenty-two five and his suggestion would be that the maximum grant award be twenty-five thousand dollars with a contribution of ten percent of \$2,500. That would make \$27,500 for improvements. If they cannot bring cash to the table, then there would be a five-year lien applied to the home. If they sell the home, they will have to pay back a portion of that \$25,000 and the lien would be reduced by twenty percent per year. **Commissioner Pederson** said he would agree to decrease it annually by twenty percent over five years.

CM Minner clarified that if the homeowner sells their house during the first year they would have to pay back one hundred percent, the second year would be eighty percent, and at the end of five years it would be removed. That is an easy motion that can be modified and adopted by this body. **Commissioner Berry** pointed out that putting liens on homes is another added pressure for people who cannot afford them. This would improve blight in the community and bring neighborhoods up to par. Then mainstream investors will want to come in and invest more. District one in itself has serious cases in that area that need to be rehabbed. When we assess the homeowners with coding, because they are not up to par, that puts added pressure on them. They cannot fix their homes now and then we are adding a fee. There are many lots in inventory and she would not want to do that. The process for not assessing the fees would be to help them rehab the home. If they could fix their homes financially, it would be done. She met with the residents on April 27th and out of forty-eight homes, twenty-eight homes were homeowners. They were very eager and excited that someone was even considering giving them some type of assistance. She did a survey and she received twenty-eight responses. That was over half of the surveys back that supported eagerness to improve the area. They realize that this was not how they wanted to live and they are not comfortable living like that, for many reasons. Each home and resident has a different story and this would be ideal for helping. She was not looking at this as a giveaway because it would increase the district as well as the city. **Mayor Burry** wanted to confirm that the current motion says instead of a twenty-five thousand dollar grant, we would give twenty-two thousand dollars and the homeowner would need to provide two thousand five hundred dollars or a lien would be applied. **Commissioner Pederson** added that the lien would be reduced by twenty percent each year over the five-year period. In other

words, if they cannot afford twenty-five hundred dollars and we give them the whole amount of twenty-five thousand dollars, they will be required to pay the city back some of that money if they sell the home over those five years. That way, the city gets back some of that money. We are improving the house and the neighborhood. It is not an unreasonable request. The prior grant program had a one hundred percent match and it was capped at five thousand dollars and the homeowner had to pitch in to match that amount. That is why it did not work. He is only asking for ten percent and if they cannot do it, then we will add a lien on the house and it will be extinguished in five years. If they sell the house in year three, they will pay forty percent back. **Commissioner Connell** wanted to know the criteria for qualifying. **CM Minner** replied that the information is already in the grant program. They have to be a homeowner-occupied, a resident of Leesburg and there are criteria that prioritize the grant. They have to be current on their taxes and there is an LMI element that is based on the HUD issuance of income, plus how many people are in the home. There can be no current liens or no code enforcement. From the audience, **HRM Clinton** said they will implement the program and they have other partners/agencies that have money for assistance. For instance, Habitat for Humanity has a grant that is designated strictly for Leesburg and Leesburg only and that will go towards some of the rehabs. After reading through the application, they identified along with Lake County Community Action that there may not be one resident getting twenty-five thousand dollars from the city, because they are getting assistance from other agencies. **CM Minner** stated there are other agencies that can help maximize the monies so they can get more dollars for rehabilitation of owner-occupied housing. **Commissioner Pederson** wanted to know if these grants go in different buckets? Will one guy get twenty-five as a gift and the other guy next door get something different? **CM Minner** said they will be on a sliding scale of zero to twenty five thousand dollars depending on who participates in each grant. **Commissioner Pederson** asked if the other programs have those types of requirements? **CM Minner** replied no, the other programs are in the city and the FSL grant does not have this requirement. **Commissioner Pederson** said he was referring to the other programs in the county. **CM Minner** replied no, because those are specific for housing. **Commissioner Pederson** asked if that was a one hundred percent grant. **CM Minner** responded that the housing program is different because there are different pots available. Depending on who we partner with and how we partner. He did not bring that up because it complicates the issue. There is a way to get more than twenty-five thousand for a house because we might mix habitat money with Leesburg money or they may just need a little bit of Leesburg money and get habitat money. There are different avenues that the housing department will be able to help individuals with. The big change is that we are going to try to advertise this program outside of the housing department, which we think will have better outreach. The modification for all practical purposes is a reasonable one because we still achieve Commissioner Berry's goal because we are working with people who are cash struck, who do not have any money, so if they cannot bring money to the table they will sign up for the lien option. This is a reasonable compromise and it gets the program going. **Commissioner Berry** added that it says up to twenty-five thousand dollars and, based on the survey, she thinks it will depend on what the homeowners need to do. It may not be this amount. **Commissioner Pederson** said it is a ninety/ten percent split or the decreasing lien. **CA Watson** said he believes the motion made is okay because Commissioner Pederson clarified the ninety/ten percent issue and the motion on the floor is good. **Commissioner Reisman** wanted to make sure these would still come back to the CRA for approval. **CM Minner** stated each and every grant would come back. Now, if the homeowner puts in ten percent, that would make a total of twenty-seven thousand five hundred. If they want a ninety/ten program and if they cannot do that, there will be a lien applied. With the ninety/ten program, the maximum grant would be twenty-five thousand from the city and two thousand seven hundred and fifty from the applicant or any derivative of the ninety/ten program to get out of the requirement of a five-year lien. This might not be a twenty-five thousand dollar grant, it could be a twenty thousand dollar grant. **Commissioner Pederson** said he is flexible, but his intention was for a twenty-five thousand dollar grant and the homeowner would provide two thousand five hundred. If they need twenty thousand, the city will put in eighteen thousand and the homeowner will put in two thousand. **CM Minner** wanted to clarify that this was a ninety/ten grant or a five year lien.

Commissioner Pederson said yes, with a sliding twenty percent decrease each year. **CM Minner** stated if this was to be adopted they could write it up as that.

The roll call vote was:

Commissioner Pederson	Yes
Commissioner Berry	No
Commissioner Connell	No
Commissioner Reisman	Yes
Mayor Burry	Yes

Three yeas, two nays, the Commission amended the motion.

CM Minner informed them that the motion is amended to a ninety/ten program or a five-year lien with the other modifications that were made to increase the funding of the home program. They would now need to vote on the original motion as amended.

The roll call vote was:

Commissioner Berry	Yes
Commissioner Connell	No
Commissioner Reisman	Yes
Commissioner Pederson	Yes
Mayor Burry	Yes

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

7. INFORMATIONAL REPORTS:

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

A. None

8. CITY ATTORNEY ITEMS:

CA Watson had no items to address this evening.

9. CITY MANAGER ITEMS:

CM Minner recognized a couple of items that the commission did this evening. First, the adoption of the new pay scale and the CBA's was really significant for the employees. He thanked the commission for its bold action. We knocked out a couple of items that were on the vision mission goal agenda list that was approved tonight. We modified the home grant, which was a great modification, and the commissary kitchen. Tonight was a big night.

10. ROLL CALL:

Commissioner Pederson complimented the department heads on the vision statement comments and input. When he went through it, he looked closely at all the input and comments. They were very much

appreciated, respected, and helpful.

Commissioner Berry had no comment.

Commissioner Connell had no further comment.

Commissioner Reisman handed out maps of the downtown to the commission. He said he has been talking with the city manager about downtown parking enforcement. With the downtown growing and he knows there has been discussion in the past about enforcing legal parking, this is something we need to look into and we may have to have a study done. **CM Minner** remarked that Commissioner Reisman brought to this body the concept of enforcing "no parking" in the downtown. The city staff and former commissioners have been hesitant to do this due to the other side of the equation, which is the lack of parking in the downtown. The problem with enforcing parking in the downtown, whether it be metered parking or the number of non-conforming parking spaces that we have throughout downtown, specifically on Second Street and Third Street, where there is parking on both sides of the street on a two-way street. It leaves no room for two cars to pass each other because it created an aisle for only one car to get down. It also creates safety issues. So city staff went out and identified the areas. Commissioner Reisman has been talking to him off-line about this and it is something he would like this body to tackle. Staff wise, went out and examined the issue, and the map that was provided by Commissioner Reisman shows very rudimentary red dots in places downtown where parking spaces do not meet the standard and/or it creates safety hazards. There are twenty parking spots marked on the map. Now, we do have a lot of parking spots in the downtown area. There are about one hundred parking spots. However, if we want to have the correct adequate parking spots, parking safety and ease the congestion in the downtown, we would eliminate those twenty parking spots. If we were to remove the twenty parking spots in the downtown, he could guarantee that we have not heard anything yet with reference to there being inadequate parking. This concept deserves merit because there are ways to modify parking in the downtown that do not require removing the parking spots. The first thing would be making the streets uniformly one way. Where Second Street would go one way and Third Street would go the other way. If we create a situation where you have one-way streets, then potentially we will not lose so many parking spots and it will become safer to operate. The only way to tackle this is to have some significant studies done beyond what the public works director, city manager, and chief of police can do. They all do a pretty good job, but there are a lot of sticky wickets to this and it merits putting it in the FY-24 budget. It will make the process longer to address, but there is not a quick fix. Studies are expensive, but he would recommend a study be done on this. The costs could be anywhere between twenty-five and fifty thousand dollars. If we want to fix this issue right, we need that study done because there are other things that would go into a study; like the parking garage and if we need more parking. There could be other centralized parking areas that we can look at and, if there is a more uniform fix, then we can budget for that. He suggested if they are going to do this, that they take a step back and have a traffic engineer come in and analyze it. They will be the ones to provide some real solutions and then we can move forward with them. **Commissioner Pederson** remembered meeting with the community before covid hit about the downtown masterplan redevelopment and after covid it seemed to have gotten lost. It was moving forward very well and then it fell apart. Parking in the downtown was one of the priorities. It may have been number two or three. During the budget session this year he will bring that back up. **CM Minner** stated parking is a difficult issue and we need to talk to professionals. We have already invested millions of dollars in a parking garage and, unless it is Bikefest, that parking garage is ostensibly empty. He does not believe we have a parking issue. The issue is that people do not want to walk in the downtown. If you go to any other downtown area, like Washington DC, Orlando, Tampa, Tavares, or Mount Dora, you have to park a few blocks away unless you get lucky and it is no different here. The traffic engineers may have suggestions about how we can help with parking and that might include moving buildings to create a centralized parking lot. If we go down this parking path, which Commissioner Reisman brought to the

table, we need to take a step back and have the funds for a study done in the budget for FY-24. Once that study is done, we can really look at it. We need a traffic engineer, not the city manager, to find out if we have a problem or not. Studies have value and this is a complicated fix. If we go out and eliminate twenty parking spots to make two people happy, you will have two other people unhappy and we will be back in the same boat. Before we start anything, we need to get a grip on what the real problem is and how we need to fix it. We need a professional traffic engineer to do that.

Commissioner Pederson said that he used to work in the downtown and he is pro downtown. He agreed with all the comments, but we do not have a parking problem, we have plenty of parking. He has some ideas that are not that expensive and he will bring them to the budget session. He is laying the groundwork and he will push for some improvements in parking that will not cost a ton of money. **CM Minner** replied therein lies the problem. He may have a ton of ideas but they may be the polar-opposite of Commissioner Reisman's ideas. That is why we need a professional. Whenever we talk about traffic on any level, it becomes emotional. We have perceived problems, whether it be a traffic or road issue, but we are not traffic engineers. There are professionals that study this and they make the recommendations. If we want to tackle the downtown parking, we need to get professional help. **Commissioner Pederson** stated he was not talking about multi-million dollar projects, he just had a few ideas. In closing, he said whenever he comes downtown for lunch he walks about three blocks. He smiles because that means there are a lot of people downtown. **CM Minner** agreed. **Commissioner Connell** asked for clarity even though it was not being voted on if they were really considering in the upcoming budget to spend twenty five to fifty thousand dollars to address twenty parking spaces and which way the road needs to be? Whether it is one way or two ways? Why would we consider fifty grand for twenty parking spots? **CM Minner** answered that he would drill down into what a parking study would cost. He will propose that to the commission and they can say thumbs up or thumbs down to it during the budget process.

Mayor Burry had nothing further for tonight.

11. ADJOURN:

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

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

Commissioner Reisman made a motion to adjourn and it was seconded by Commissioner Pederson. The meeting adjourned at 7:32 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: June 26, 2023

From: Al Minner, (City Manager)

Subject: Voting Delegate Designation for the Florida League of Cities (FLC) Annual Conference

Staff Recommendation:

Appoint one voting delegate to the FLC Annual Conference.

Analysis:

The Florida League of Cities Annual Conference will be held at the Hilton Orlando Bonnet Creek in Orlando, Florida, from August 10-12, 2023. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively. Each municipality designates one person to be its voting delegate. Election of Leath leadership and adoption of resolutions are undertaken during the business meeting at the conference. The voting delegate from each municipality will make decisions that determine the direction of the League.

At the organizational meeting in January, Commissioner Mike Pederson was chosen as Leesburg's representative to the League of Cities. Mayor Jimmy Burry was selected as the alternate. However, the Commission may appoint any of the five members to serve as the official voting delegate.

Procurement Analysis:

N/A

Options:

1. Appoint voting delegate for the FLC Annual Conference; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Noine



To: Key Official

From: Eryn Russell, Florida League of Cities

Date: June 6, 2023

Subject: 97th Annual Conference Voting Delegate Information

The Florida League of Cities Annual Conference will be held at the Hilton Orlando Bonnet Creek in Orlando, Florida, from August 10-12, 2023. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

We ask that each member municipality sending delegates to the Annual Conference designate one of their officials to cast their votes at the Annual Business Session, which will be held on **Saturday, August 12**. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will vote on matters affecting the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida.

Conference registration materials were sent to each municipality via the League's e-newsletter and are available online at flcities.com.

If you have any questions about voting delegates, please email erussell@flcities.com. **Voting delegate forms must be received by the League no later than July 31, 2023.**

Attachments: Form Designating Voting Delegate



97th Annual Conference
Florida League of Cities, Inc.
August 10-12, 2023
Orlando, Florida

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities designate one of their officials to cast their votes at the Annual Business Session. League By-Laws require each municipality to select one person to serve as the municipality's voting delegate. *Municipalities do not need to adopt a resolution to designate a voting delegate.*

Please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 31, 2023.**

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Delegate Email: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:
Eryn Russell
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Email: erussell@flcities.com

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: June 26, 2023

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Second Amendment to the Development Agreement for the Provision of Public Facilities between The Villages Land Company, LLC, and the City of Leesburg; and providing an effective date.

Staff Recommendation:

Staff recommends execution of a Second Amendment to the Development Agreement for the Provision of Public Facilities between The Villages Land Company, LLC, and the City of Leesburg.

Analysis:

At a recent meeting, the City Commission approved language to collect and pay fire assessment fees to the Villages Fire District for provisions of fire services in the Villages of West Lake and other development being constructed inside Leesburg Corporate Limits. The concept of the fire services was originally contemplated in an agreement with the Villages Land Development Company. This action modifies the original concept to match what was recently approved for the Villages Fire District.

Procurement Analysis:

N/A

Options:

1. Approve execution of the Second Amendment to the Development Agreement for the Provision of Public Facilities 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 AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE
PROVISION OF PUBLIC FACILITIES BETWEEN THE VILLAGES LAND
COMPANY, LLC, AND THE CITY OF LEESBURG; AND PROVIDING AN
EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute a Second Amendment to the Development Agreement with The Villages Land Company, LLC, whose address is 3619 Kiessel Road, The Villages, Florida 32163, for the Provision of Public Facilities between The Villages Land Company, LLC, and the City of Leesburg, Florida.

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 26th day of June 2023.

Mayor

ATTEST:

City Clerk

**SECOND AMENDMENT TO DEVELOPMENT AGREEMENT
FOR THE PROVISION OF PUBLIC FACILITIES**

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT FOR THE PROVISION OF PUBLIC FACILITIES (“Second Amendment”) is entered into this _____ day of _____, 2023 (“Effective Date”), by and between **THE VILLAGES LAND COMPANY, LLC**, a Florida limited liability company, whose address is 3619 Kiessel Road, The Villages, Florida 32163 (“VLC”) and **CITY OF LEESBURG**, a Florida municipal corporation, whose address is 501 West Meadow Street, Leesburg, Florida 34749 (“City”).

RECITALS:

A. VLC and City are parties to that certain Development Agreement for the Provision of Public Facilities dated October 8, 2018, which was approved by City Commission per Resolution No. 10,287, as amended by that certain First Amendment to Development Agreement for the Provision of Public Facilities dated October 10, 2022, which was approved by City Commission per Resolution No. 11,192 (the “Agreement”).

B. At this time, VLC and City wish to modify and amend the Agreement as set forth herein.

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

1. Recitals. The Recitals set forth above are true and correct and are hereby incorporated into this Second Amendment by reference.

2. Amendment. Section III of the Agreement is hereby amended and restated in its entirety as follows:

“**III. FIRE AND EMERGENCY MEDICAL SERVICE.** The Developer and City agree that Fire and Emergency Medical Service within the Property, to include fire prevention and suppression, rescue services and emergency medical services (non-transport) shall be provided by the Village Center Community Development District, or its assigns (“VCCDD”) through The Villages Public Safety Department, pursuant to a separate Interlocal Agreement between the City and VCCDD. The City agrees that the Leesburg Fire Assessment Fee, as applicable, within the Project shall be the same as the Leesburg Fire Assessment Fee imposed by the City outside of the Project, and that payments for the Annual Fee (as described in the aforementioned Interlocal Agreement) shall not be made from revenue derived from new municipal service benefit units or municipal service taxing units created solely and specifically for the purposes of generating revenue to pay for the Annual Fee.”

3. Definitions; Effect on Agreement. All capitalized terms in this Second Amendment, unless otherwise defined or modified herein, shall have the same meaning as set forth in the Agreement. Except as modified herein, the Agreement remains unchanged. In the event of a conflict between the Agreement and this Second Amendment, this Second Amendment shall control and govern.

4. Counterparts. This Second Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all shall constitute one and the same Second Amendment; provided, however, this Second Amendment shall not be effective until fully executed by both parties.

[Signatures on following page]

IN WITNESS WHEREOF, VLC and City have executed this Second Amendment as of the date and year first above written.

LEESBURG CITY COMMISSION

By: _____

Print Name: James A. Burry, Jr.

Title: Mayor

ATTEST:

J. Andi Purvis, Clerk

Approved as to Form:

City Attorney

WITNESSES:

THE VILLAGES LAND COMPANY, LLC,
a Florida limited liability company

Print Name: _____

BY: TVL Company, LLC,
a Florida limited liability company,
its Manager

Print Name: _____

By: _____

Print Name: _____

Title: Manager

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2023, by _____, as Manager of and on behalf of TVL Company, LLC, a Florida limited liability company, the Manager of The Villages Land Company, LLC, a Florida limited liability company, for the purposes expressed herein, who is personally known to me.

Notary Public – State of Florida

Print Name: _____

Commission Number: _____

Commission Expires: _____

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: June 26, 2023

From: Cliff Kelsey, (Public Works Director)

Subject: Review the Basis of Design Report to add a Fluoride Injection System to the Water Distribution System and discuss further action.

Staff Recommendation:

Approve the resolution authorizing the City Commission to review the Basis of Design Report to add a Fluoride Injection System to the Water Distribution System and discuss further action.

Analysis:

On January 9, 2023, a resolution authorizing the City Commission to approve the Design Engineering Services proposal to add a Fluoride Injection System to the Water Distribution System was passed. The proposal was awarded to Dewberry Engineers Inc. and they have submitted their results in the form of a Basis of Design Report. The Basis of Design Report evaluated our Water Plant Operations, our Water Distribution System and provides a Flouride Storage and Feed System Design and engineer's cost estimate for implementation.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

The Basis of Design Report estimates the construction cost of the Flouride Storage and Feed Systems at \$344,060 and an annual chemical cost of approximately \$65,000/year. These funds will be included in the Fiscal Year 2023-24 Water Utility budget.

Account No. 043-3099-533-6310 & 043-3051-533-5280

Project No. 430006

CITY OF LEESBURG MAIN WATER TREATMENT PLANT FLUORIDE STORAGE & FEED SYSTEM

Basis of Design Report

JUNE, 2023



SUBMITTED BY
Dewberry Engineers Inc.
800 N Magnolia Boulevard
Orlando, FL 32803
407.843.5120

SUBMITTED TO
City of Leesburg
501 W Meadow Street
Leesburg, FL 34748-0630
352.728.9700

City of Leesburg–Fluoride Storage & Feed System

Table of Contents

Facility Background	3
Existing Facilities and Operation	3
Proposed Fluoridation System	4
Metering Pumps	7
Hydrofluorosilicic Acid Storage	8
Operation, Controls, and Instrumentation Improvements	12
Electrical Improvements	12
Structural Improvements	12
Design Loads	13
Dead Loads	13
Live Loads	13
Wind Loads	13
Materials of Construction	14
Cost Estimate	14
Appendix A – Historical Leesburg PWS Monthly Flows	16
Appendix B – Chemical Pump Cut Sheets	18

Table of Tables

Table 0-1: Well Capacities for Main WTP	3
Table 0-2: Design Flow Conditions	4
Table 0-3: Background Fluoride Concentration in Main WTP Wells	4
Table A-1: Historical Monthly Flows for Main WTP	17

Table of Figures

Figure 1-1: Facility Overview	6
Figure 1-2: Blue Planet Simplex Metering Skid	8
Figure 1-3: Alternative #1 - Bulk Tank Storage.....	10
Figure 1-4: Alternative #2 - Tote Storage	11

Facility Background

The City of Leesburg (City) owns and operates the Main Water Treatment Plant (WTP) located at 223 South 5th Street, Leesburg, FL (Water System ID No. 3350745) and is permitted to treat and deliver potable water at a capacity of 17.69 million gallons per day (MGD). The WTP has previously had a fluoridation system in operation, however the process was taken offline and deconstructed when the WTP upgraded to SCADA controls. The City now intends to reinstall a fluoridation system at the Main WTP to provide fluoridation to the bulk of the City's water supply with fluoride. Dewberry was retained by the City to oversee the design and construction of this fluoridation system. Necessary improvements will consist of storage and injection of hydrofluorosilicic acid. The system will consist of diaphragm chemical metering pumps and a bulk tank or intermediate bulk containment (IBC) tote chemical storage. The system will be housed in a concrete chemical containment area with chemical resistant coating. An open-air pre-engineered metal building is anticipated to cover the equipment. Fluoride piping will be routed in double contained piping within existing site trenches to an injection point within an existing concrete vault.

This Preliminary Design Report summarizes the available system data, presents the basis of design for the new fluoride system, and describes the proposed improvements to be implemented at the Main WTP.

Existing Facilities and Operation

The current raw water supply to the WTP consists of six active raw water wells that pump directly into the WTPs Ground Storage Reservoirs (GSRs), and a liquid hypochlorite disinfection system. The capacity of existing raw water wells can be seen in Table 1-1, and the primary injection line for the chlorination system feeds liquid sodium hypochlorite into the raw water line downstream of a flowmeter, and upstream of the GSR inlet. The capacity of the two GSRs is 1.5-MG each, or 3-MG of total storage.

Table 0-1: Well Capacities for Main WTP		
WELL	CAPACITY, GPM	CAPACITY, MGD
Well 7	1,070	1.54
Well 9	910	1.31
Well 10*	1,590	2.29
Well 11	1,470	2.12
Well 14	1,400	2.02
Well 15	2,100	3.02
Well 16	2,100	3.02
Note: *: Well 10 was abandoned and is currently not in operation.		

Chapter 62-555 F.A.C. recommends the fluoride control range for fluoridated community water systems is 0.7 to 1.3 milligrams per liter (mg/L) with a recommended dose of 0.8 mg/L. Potential design flow conditions experienced by the WTP in 2022 that were considered for the basis of design presented herein included the annual average day, maximum day, and maximum monthly flow conditions, as presented in Table 1-2. Daily plant flows taken from monthly operation reports observed through the year 2022 that were used to quantify design flow conditions in Table 1-2 are also displayed in Appendix A.

Table 0-2: Design Flow Conditions

PARAMETER	UNIT	VALUE
Permitted Capacity Flow	MGD	17.69
Annual Average Day Flow	MGD	4.58
Maximum Daily Flow	MGD	6.32
Maximum Monthly Average Flow	MGD	5.18
Fluoride Design Flow	MGD	10.0

As seen in Table above the average daily and maximum daily flows are currently significantly lower than the permitted capacity flow. As fluoridation is not required by FDEP and in order to not oversize the feed system in the near term the decision has been made by the City to utilize 10 MGD MDF as the design flow for the proposed fluoride system. In the future additional storage and a second metering pump can be installed to accommodate the 17.69 MGD permitted capacity. Space within the proposed feed building has been allotted for an additional feed pump and the proposed storage tank equipment pad will be sized for a future larger tank. To assist with chemical dosage and storage calculations, samples were taken from the six active Main WTP wells to identify the existing concentration of fluoride in the WTP's potable water supply. Results from the source characterization for background fluoride are shown in table below. It should be noted that the City's other four water treatment plants that serve the City's potable water system (PWS) (Royal Highlands WTP, Highland Lakes WTP, Mall WTP and Airport WTP) do not provide fluoridation. The City also operates the Plantation WTP, however the facility is not interconnected into the main PWS. The 2022 average daily flows for the Royal Highlands WTP, Highland Lakes WTP, Main WTP, Airport WTP, and Mall WTP are 0.55 MGD, 0.89 MGD, 4.59 MGD, 0.43 MGD, and 0.44 MGD, respectively. The Main WTP therefore accounts for 66.5% of the total distribution system flow and therefore is feeding the majority of the system. The Airport and Mall WTPs are expected to only feed a small mainly non-residential portion of the system in the local area surrounding those plants. A tracer study could be performed to further define the extent of the Main WTP fed water and therefore the extents of fluoridation within the distribution system.

Table 0-3: Background Fluoride Concentration in Main WTP Wells

FLUORIDE AT WELL	UNIT	VALUE
Well 7	mg/L	0.17
Well 9	mg/L	0.18
Well 11	mg/L	0.17
Well 14	mg/L	0.16
Well 15	mg/L	0.16
Well 16	mg/L	0.16

The well sample results showed a range of 0.16 to 0.18 mg/L of background fluoride. As a result, the target chemical fluoride dose will be 0.64 mg/L, however the system will be designed assuming no background fluoride should those levels fluctuate.

Proposed Fluoridation System

The proposed fluoridation system will consist of one chemical metering pump skid (with another feed pump as a shelf spare), schedule 80 PVC fill, and transfer piping, and braided PVC tubing feed piping routed inside schedule 80 PVC casing pipe, and either totes or a polyethylene bulk chemical tank for

Basis of Design Report

storage of the hydrofluorosilicic acid. An anti-siphon loop with anti-siphon valve will be provided on the discharge side of the metering pump to prevent overfeed of chemical. An assumed stock purity of 23-percent, solution density of 10.26-pounds per gallon (lb/gal), and design flow of 10-MGD will be used as a basis of design for the chemical metering pump and chemical storage sizing. Proposed locations of the fluoridation system components at the WTP are also highlighted in Figure 1-1.



Dewberry Engineers Inc.
1479 Town Center Dr
Suite D214
Lakeland, FL 33803
863.345.0838
CA #8794

MAIN WTP FLUORIDE SYSTEM

CITY OF LEESBURG
LAKE COUNTY, FLORIDA

SEAL

SCALE

REVISIONS		

NO.	DESCRIPTION	DATE
-----	-------------	------

DRAWN BY _____ D.H.

APPROVED BY _____ B.W.

CHECKED BY _____

DATE _____ FEBRUARY 2023

TITLE
FACILITY OVERVIEW

PROJECT NO. 50155795

FIG 1.1

Chemical analyzers for the new system will be located in the existing chlorination analyzer building, and the new chemical feed line will feed fluoride into the system upstream of the chlorine feed location. The proposed location for chemical storage and metering pumps will be located North of the eastern GSR, where an existing asphalt parking lot is currently located.

Metering Pumps

Due to the concentration of existing fluoride in the City's water supply, the projected design dose for the fluoridation system will be 0.64-mg/L, however the pumps will be sized to meet the full recommended 0.8 mg/L dose assuming no background fluoride. At the design flow rate of 10 MGD the design chemical dosing rate of the system will be 1.18 gallons per hour (GPH), approximately 28 gallons per day. At the current AADF of 4.58 MGD, the fluoride feed rate will be 0.54 gph. As such, it is recommended that a Prominent solenoid-driven metering pump beta, or equal, be selected for the new system. The reference Prominent solenoid-driven pump is equivalent to the BT4b 0708, with standard liquid ends. The proposed pump will be equipped with manual stroke length adjustment to aid in turndown of the pump to low flows (one pump on) and allow increased stroke length for additional feed capacity as flows increase. Further information on this pump can be seen in Appendix B.

It is proposed that the metering pump be mounted in a simplex skid mounted system provided by Blue Planet or equal, which contains a pre-piped skid and a small control panel. The pumps can either work in a manual mode or automatic mode using a 4/20 ma signal. A backpressure/antisiphon valve will be located on the pump discharge and near the fluoride injection point. Skid piping will be composed of Schedule 80 PVC, and all valves will be true union ball valves with viton O-rings. The proposed Blue Planet chemical feed skid is shown in Figure 1-2.

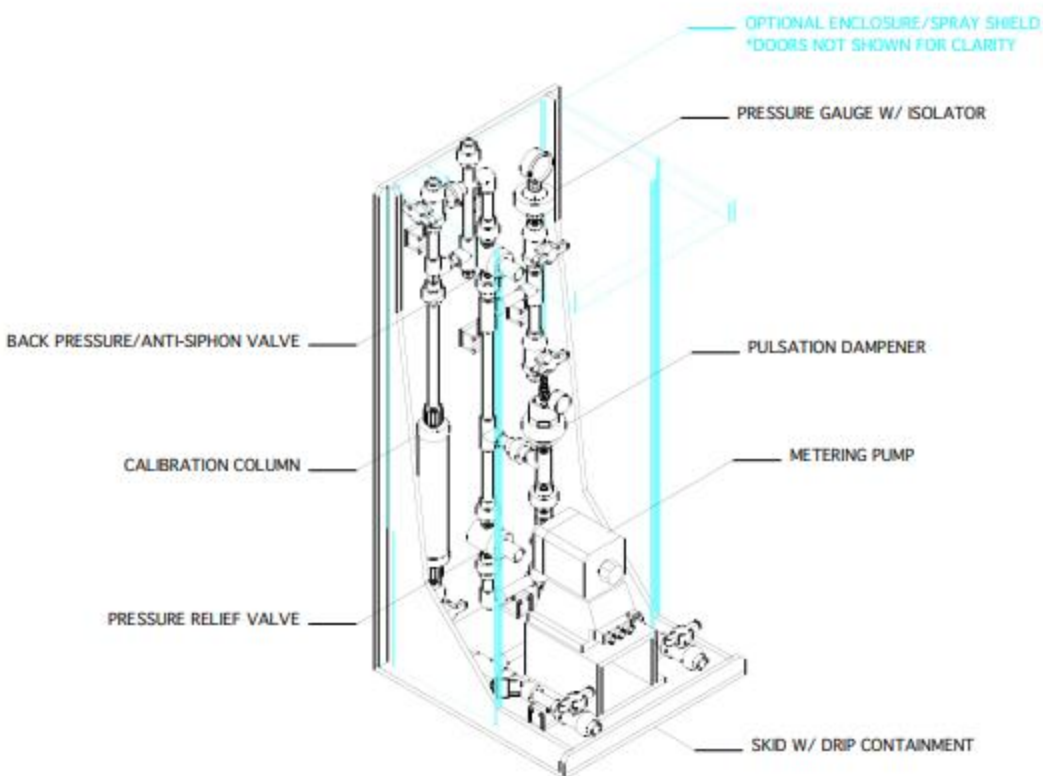


Figure 1-2: Blue Planet Simplex Metering System

The pump will be controlled via SCADA as described in section 1.3. In the event of a pump failure, the spare pump can be installed in its place and utilized until repairs are made on the failed pump.

Hydrofluorosilicic Acid Storage

Chemical storage was calculated on an assumed resupply schedule of two weeks (14 days) between shipments of additional hydrofluorosilicic acid to the WTP. The required volume of chemical required to operate the fluoridation system for 14-days will be 395-gallons. Two options are presented for the storage of fluoridation chemicals, including the following: i) chemical bulk storage tanks, and ii) IBC totes. Determination for the selection of either alternative was based on the expected footprint required for storage and logistics behind the ease of access for refilling.

The first option is a chemical bulk storage system consisting of one (1) 400-gallon bulk chemical tank would be provided. This alternative's layout is shown in Figure 1-3, and a chemical resupply truck will need to have the ability to drive next to the storage area to refill the bulk tank. The proposed tank will be constructed of cross-linked high-density polyethylene. The bulk tank will be equipped with vent piping, a manway, ultrasonic level indicator, sight glass positioned toward the fill connection, overflow, an anti-siphon loop, and a drain valve and quick connect. Vent piping from the tank and pump skid will be discharged outside the building.

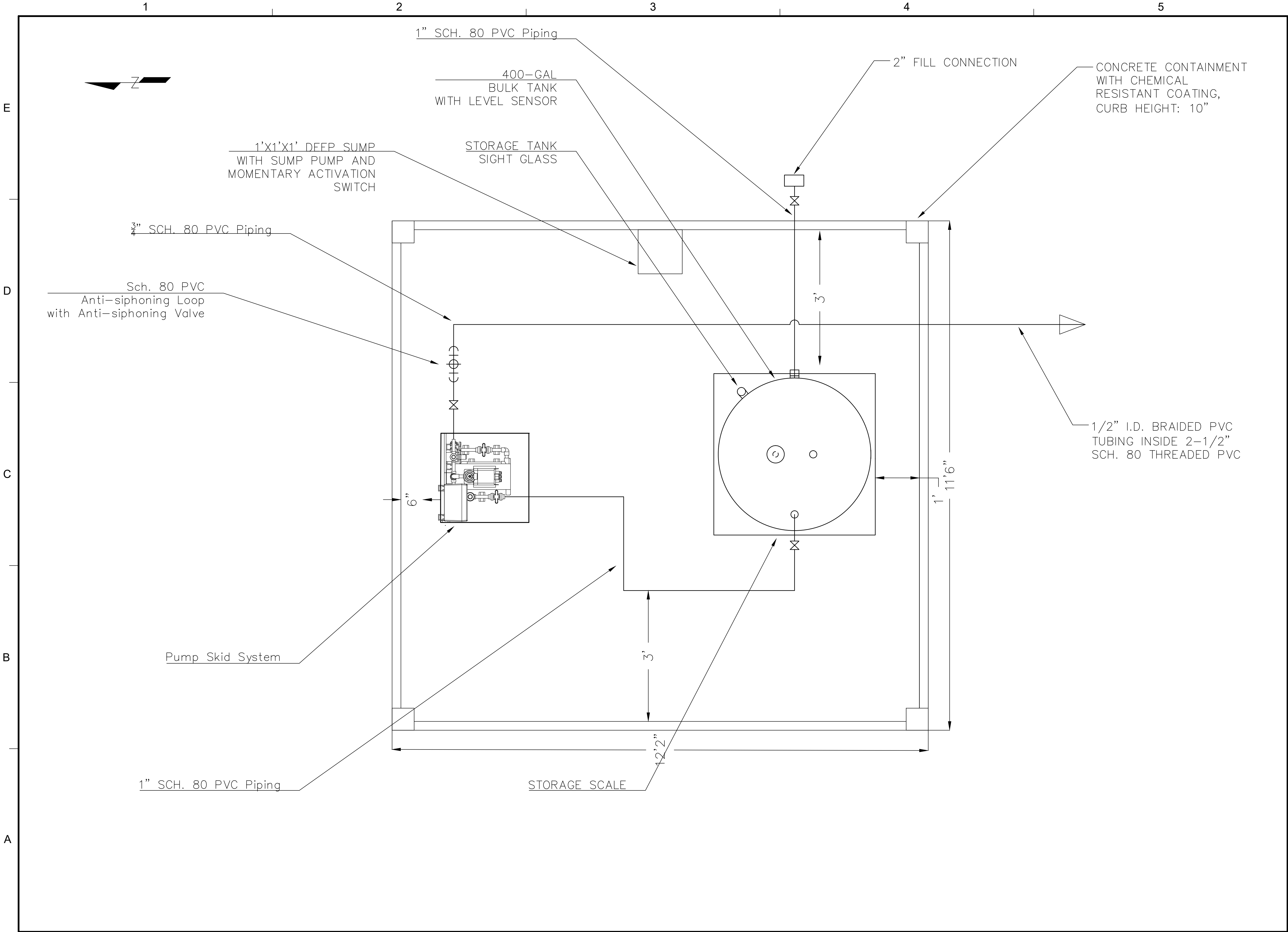
For option two, two (2) 275-gallon IBC totes would be provided for a total system storage of 550-gallons. This alternative is shown in Figure 1-4, and the proposed tanks will be comprised of high-density

polyethylene. In this alternative, the chemical storage area will allow for a forklift to remove the present IBC containers and replace them with full containers. When the system usage approaches capacity with provided storage over a 14-day period, an additional 275-gallon IBC tote of similar build and volume can then be added to the storage system. The IBC alternative will also feature scales and an anti-siphon loop for each tote.

For both alternatives, secondary containment will be fulfilled by the addition of raised curb around the chemical storage pad. The height of the wall connecting to the pad will be determined by the amount of chemical required to sustain the total permitted capacity of the WTP, allowing for further expansion of the fluoridation system at the same location if the City chooses to do so at a later time. Both alternatives will provide chemical venting, level indication and daily chemical totalizing via the day tank scale.

Based on the smaller overall footprint of the bulk tank alternative it is the recommended alternative for the City to pursue. The smaller footprint will result in a lower construction cost for the Hydrofluorosilicic Acid Piping System. The City also shares the same opinion for preference towards the bulk tank alternative. As such, design for the fluoridation system at the Main WTP will reflect elements offered in the bulk tank alternative moving forward.

The metering pump will pump hydrofluorosilicic into braided PVC tubing (in schedule 80 containment pipe) through existing trenching to the existing vault upstream of the pre-GST flow meter. The existing vault is currently being used for the emergency chlorine injection line. This location is upstream of the primary chlorine injection point. A new injection assembly and quill will be constructed via a new pipe saddle within the vault.

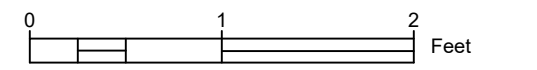


Dewberry Engineers Inc.
1479 Town Center Dr
Suite D214
Lakeland, FL 33803
863.345.0838
CA #8794

MAIN WTP FLOURIDE
SYSTEM
CITY OF LEESBURG
LAKE COUNTY, FLORIDA

SEAL

SCALE



REVISIONS

NO.	DESCRIPTION	DATE

DRAWN BY _____ D.H.

APPROVED BY _____ B.W.

CHECKED BY _____

DATE _____ FEBRUARY 2023

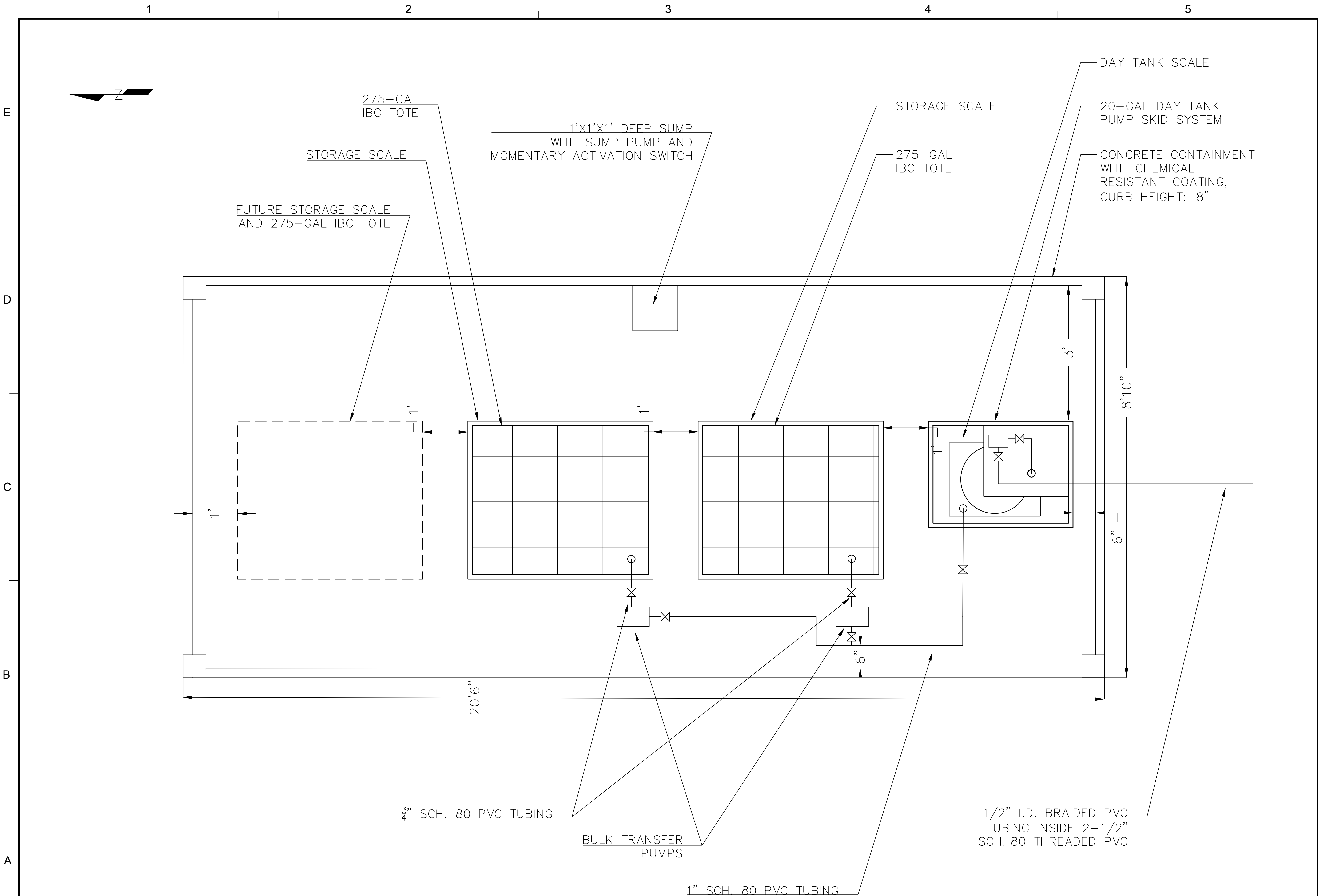
TITLE

BULK TANK
CONFIGURATION

PROJECT NO. 50155795

FIG 1.3

SHEET NO. 02 OF 02





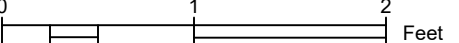
Dewberry Engineers Inc.
1479 Town Center Dr
Suite D214
Lakeland, FL 33803
863.345.0838
CA #8794

MAIN WTP FLOURIDE
SYSTEM

CITY OF LEESBURG
LAKE COUNTY, FLORIDA

SEAL

SCALE



REVISIONS		
NO.	DESCRIPTION	DATE

DRAWN BY _____ D.H.
APPROVED BY _____ B.W.
CHECKED BY _____
DATE _____ FEBRUARY 2023

TITLE
IBC TOTE
CONFIGURATION

PROJECT NO. 50155795

FIG 1.4

SHEET NO. 01 OF 02

Operation, Controls, and Instrumentation Improvements

The metering pump skid will be operated via the WTP SCADA system in automatic mode. Automatic control will be flow proportional based on the existing pre-GST flow meter. The operator will have an adjustable fluoride dose setpoint and a new fluoride probe will be provided to connect to the existing Depolox 5 analyzer in the existing sampling room. The new fluoride probe will pull a sample from the existing sample piping being routed to the sample room. In the event that any of the metering pumps fail, the spare pump can be taken from storage and installed to operate and maintain the fluoridation capacity. New fluoride sample probes will also be provided for the other water treatment plants that feed into the shared distribution system in order to measure the extent of fluoridation in the distribution system.

New instrumentation systems will consist of bulk tank leak detection and radar level sensors, which will also be connected to the SCADA system. New programming will be required within the existing system to integrate the new instruments and automatic controls within the existing SCADA system. The following information and alarms are proposed:

- Bulk Tank Level
- Bulk Tank High Level
- Bulk Tank Low Level
- Metering Pump Fail
- Adjustable Fluoride Dose Setpoint
- Fluoride Analyzer mg/L
- High Fluoride (Analyzer reading outside of operator adjustable deadband)
- Low Fluoride (Analyzer reading outside of operator adjustable deadband)
- Pump Skid Leak

A small NEMA 4X PLC panel will be mounted in or near the fluoride building and connected to the existing SCADA system via fiberoptic cable. The existing DEPOLOX 5 C analyzers located at each of the City's WTPs received flow from the Main WTP will also require retrofitting for the addition of fluoride analyzers to monitor fluoride levels at the point of entry (POE).

Electrical Improvements

The fluoride building will include a 120/208 volts, 3 phase, 4 wire load center, NEMA 4X 316 SST, to serve the lighting, control loads. This panel will be located outdoors. Surge protection will be connected to the load center with a ground wire connected to a grid around the building.

The interior lighting will be LED, 4 foot long, vapor tight fixture, 4000K color light source, switched manually by an exterior mounted toggle switch. A convenience receptacle will be provided in the feed room and outdoors near the entry door.

Structural Improvements

The new chemical pavilion will consist of an open-air pre-engineered metal building system that is erected over a cast-in-place concrete base slab with spread footings at the column locations. The pavilion will have partial sidewalls that are covered with pre-finished metal panels to provide partial shading of storage tanks. The pavilion's base slab will have a containment curb along with floor that is slope to a trench or sump to as required to accommodate the equipment. The steel column base plate will be elevated on pedestals to limit corrosion potential. The interior of the containment area will be provided with a chemical

resistant high-performance coating system. The exterior of the pavilion will include an attached overhang facing the parking lot (eastward) with 12-feet of clearance.

The structural design of the City of Leesburg Main Water Treatment Plant (WTP) will be based on specific material characteristics and applicable building code requirements. Materials will be selected to provide adequate strength for each design element, to resist corrosive environments where required and to require minimal maintenance. The structures will be designed according to the following design codes and standards, where applicable.

- 2020 Florida Building Code, Seventh Edition
- Building Code Requirements for Reinforced Concrete (ACI 318-14)
- Code Requirements for Environmental Engineering Concrete Structures (ACI 350-06)
- Minimum Design Loads for Building and Other Structures (ASCE 7-16)
- Testing Reinforced Concrete Structures for Water Tightness (ACE 350.1 or AWWA 400)
- Rectangular Concrete Tanks – Portland Cement Association
- Design Considerations for Environmental Engineering Concrete Structures (ACI 350.4R-04)
- AISC – Steel Construction Manual – 14th Edition
- Structural Welding Codes – American Welding Society
 - AWS-D1.1 – Structural Welding Code Steel
 - AWS-D1.2 – Structural Welding Code Aluminum
 - AWS-D1.6 – Structural Welding Code Stainless Steel
- Aluminum Design Manual (ADM1-2015)
- Occupational Safety and Health Administration (OSHA)

Design Loads

Dead Loads

Dead Loads shall consist of the weights of all materials of construction incorporated into the structure, including but not limited to: walls, built-in partitions, floors, roofs, ceilings, finishes, fixtures, fixed equipment and equipment bases, piping, machinery, and all other items permanently affixed to the structure. Collateral loads will be added to dead loads where specified.

Live Loads

Live Loads shall consist of all other loads other than dead loads that must be considered in the design to satisfy the requirements of the applicable building code and/or specific project requirements. Live loads shall include impact loads from starting and stopping of equipment, vibratory/dynamic loads from oscillating machinery, and other loads that may be applied due to use and/or occupancy of a particular structure. Live loads will in accordance the applicable referenced codes and standards. Some basic minimum live load values are listed below for purpose of preliminary design.

- Stairways, Corridors, Lobbies, Catwalks, Walkways, Landings – 100 psf
- Handrails, Guardrails, and Grab Bars – Per FBC
- Process Slabs-On-Grade – 200 psf, or wheel load from largest vehicle as where noted on drawings.
- Basic Building Roof – 20 psf (min), unreducible unless noted otherwise.

Wind Loads

See the table below for the site-specific wind design criteria for the project location.

2020 FBC - Wind Design Criteria

Ultimate Wind Speed, Vult (Vasd)	145 mph, (112 mph)
Exposure	C
Risk Category	III
Topographic Factor	1.0

Materials of Construction

Structures will be constructed of reinforced concrete (cast-in-place and/or precast) and steel. Steel and aluminum will be used for structural framing, stairs, etc. The values in the table below are typical for materials used with this type of building construction.

Materials of Construction

Material	Standard / Type
Cast-in-Place Concrete	4,000 psi (min)
Precast Concrete	5,000 psi (min)
Concrete Reinforcing	ASTM A615, Grade 60
Steel – W Shapes	ASTM A992, Grade 50
Steel – All other structural shapes and plates	ASTM A36
Steel – HSS Rectangular Shapes	ASTM A 500, Grade B, 42 ksi
Steel – HSS Round Shapes	ASTM A 500, Grade B, 46 ksi
Aluminum	Alloy 6061 T6
Stainless steel Plates, Sheets and Structural Shapes	Type 316, (Type 316L for welded)
Waterstops	PVC per manufacturer
Fiberglass Reinforced Plastics	Per manufacturer

Cost Estimate

The following table is a preliminary construction cost estimate for Alternative 1 based on the information presented above. Dewberry inquired with the City of Plant City for the unit cost of hydrofluorosilicic acid as they have recently entered into a term contract. The City currently pays a cost of \$5.20/gallon. Assuming this unit price and using the proposed initial fluoride consumption for the Leesburg Main WTP at the current ADF of 4.58 MGD a yearly hydrofluorosilicic acid cost of approximately \$24,600 can be expected. At the design flow rate of 10 MGD AADF a yearly acid cost of approximately \$54,000 can be expected.

Basis of Design Report

Engineer's Estimate of Probable Construction Cost		
ITEM NO.	DESCRIPTION	ESTIMATED COST (\$)
1	Mobilization and Demobilization	\$24,200
2	Metering Pump Skid	\$20,000
3	Bulk Storage Tank	\$14,500
4	Site/Civil	\$15,000
5	Yard Piping	\$13,500
6	Structural	\$97,000
7	Electrical Improvements	\$45,000
8	Controls and Instrumentation	\$35,000
	Subtotal	\$266,200
	Contingency	\$79,860
	Total Cost	\$344,060

Appendix A – Historical Leesburg PWS Monthly Flows

Table A-1: Historical Monthly Flows for Main WTP		
Month	Flow (gpd)	Flow (MGD)
Feb-22	4,738,379	4.74
Mar-22	4,699,919	4.70
Apr-22	4,887,243	4.89
May-22	4,872,623	4.87
Jun-22	5,178,217	5.18
Jul-22	4,629,806	4.63
Aug-22	4,549,945	4.55
Sep-22	4,549,945	4.55
Oct-22	4,318,965	4.32
Nov-22	4,177,763	4.18
Dec-22	4,217,352	4.22
Jan-23	4,150,097	4.15
Average	4,580,854	4.58
Maximum	5,178,217	5.18
Minimum	4,150,097	4.15

Table A-2: Historical Monthly Flow for Airport WTP and Mall WTP		
Month	Airport Flow (MGD)	Mall Flow (MGD)
Aug-22	0.198	0.686
Sep-22	0.299	0.503
Oct-22	0.244	0.606
Nov-22	0.343	0.389
Dec-22	0.357	0.311
Jan-23	0.327	0.298

Appendix B – Chemical Pump Cut Sheets

Beta b Series

Energy efficient and NSF approved



The **ProMinent® Beta** is a microprocessor-based diaphragm solenoid metering pump capable of flows from **0.20 to 8.45 gph (0.74 to 32 l/h)** and pressures to **363 psi (25 bar)**. Feed rate is determined by stroke length and stroke frequency. Stroke length is adjusted from 0% to 100% with a 10:1 turndown. Stroke frequency is adjusted in 10% increments from 10-100. (Optional) External control via a standard 4-20 mA or pulse contact signal.

Features & Benefits

- Certified to NSF/ANSI 61 (acrylic or PVDF liquid ends)
- Auto-degassing liquid ends for off-gassing chemicals such as bleach & ammonia
- Capable of handling up to 3000 cps of viscous media such as polymers
- Integral bleed valve eliminates priming issues
- Continual monitoring of chemical supply with optional dual stage level switch
- Adjustable stroke length and stroke frequency
- Fault and pacing relays optional
- Standard external control via potential-free contacts with pulse step-up and step-down to adapt to existing signal transducers of 64:1 to 1:64
- (Optional) external control via standard 4-20 mA and potential-free contacts with pulse step-up and step-down of 32:1 to 1:32

Applications

- Water and wastewater treatment
- Cooling tower and boiler water treatment
- Low flow chemical feed
- Industrial Processes

Beta b Series

Technical data

Capacity Data																
Pump Version	Capacity at Maximum Back Pressure				mL/ stroke	Capacity at 1/2 Maximum Back Pressure				mL/ stroke	Pre-Primed Suction Lift		Max. Stroking Rate	Tubing Connectors ² O.D. x I.D.	Shipping Weight (approx.)	
	PSIG	(bar)	GPH	(L/h)		PSIG	(bar)	GPH	(L/h)		ft.	(m)			lbs	(kg)
BT4b with standard liquid ends																
1000	145	(10)	0.20	(0.74)	0.07	72.5	(5)	0.22	(0.82)	0.08	19.6	(6.0)	180	1/4 x 3/16	6.4-7.9	(2.9-3.6)
2001 ³	290	(20)	0.25	(0.96)	0.10	145	(10)	0.40	(1.5)	0.13	19.6	(6.0)	180	1/4 x 3/16	6.4-7.9	(2.9-3.6)
1601	232	(16)	0.29	(1.1)	0.10	116	(8)	0.37	(1.4)	0.13	19.6	(6.0)	180	1/4 x 3/16	6.4-7.9	(2.9-3.6)
2002 ³	290	(20)	0.45	(1.7)	0.19	145	(10)	0.74	(2.8)	0.24	19.6	(6.0)	180	1/4 x 3/16	6.4-7.9	(2.9-3.6)
1602	232	(16)	0.58	(2.2)	0.20	116	(8)	0.66	(2.5)	0.24	19.6	(6.0)	180	1/4 x 3/16	6.4-7.9	(2.9-3.6)
1604	232	(16)	0.95	(3.6)	0.33	116	(8)	1.14	(4.3)	0.40	19.6	(6.0)	180	1/4 x 3/16	6.8-8.6	(3.1-3.9)
0708	101	(7)	1.88	(7.1)	0.66	50.8	(3.5)	2.22	(8.4)	0.78	19.6	(6.0)	180	1/2 x 3/8	6.8-8.6	(3.1-3.9)
0413	58	(4)	3.20	(12.3)	1.14	29	(2)	3.75	(14.2)	1.31	9.8	(3.0)	180	1/2 x 3/8	6.8-8.6	(3.1-3.9)
0220	29	(2)	5.02	(19.0)	1.76	14.5	(1)	5.52	(20.9)	1.94	6.5	(2.0)	180	1/2 x 3/8	7.3-9.7	(3.3-4.4)
BT5b with standard liquid ends																
2504 ³	363	(25)	0.77	(2.9)	0.27	145	(10)	1.3	(5.0)	0.46	19.6	(6.0)	180	(8 x 4mm)	9.9-11.7	(4.5-5.3)
1008	145	(10)	1.80	(6.8)	0.63	72.5	(5)	2.19	(8.3)	0.76	19.6	(6.0)	180	1/2 x 3/8	9.9-11.7	(4.5-5.3)
0713	101	(7)	2.91	(11.0)	1.02	50.8	(3.5)	3.46	(13.1)	1.21	13.1	(4.0)	180	1/2 x 3/8	9.9-11.7	(4.5-5.3)
0420	58	(4)	4.52	(17.1)	1.58	29	(2)	5.05	(19.1)	1.77	9.8	(3.0)	180	1/2 x 3/8	10.4-12.8	(4.7-5.8)
0232 ¹	29	(2)	8.45	(32.0)	2.96	14.5	(1)	9.56	(36.2)	3.35	6.5	(2.0)	180	1/2 x 3/8	11.2-14.6	(5.1-6.6)
BT4b: with auto-degassing liquid ends, 3-port (NPB9/NPE9)																
1601	232	(16)	0.16	(0.59)	0.06	116	(8)	0.21	(0.8)	0.07	5.9	(1.8)	180	1/4 x 3/16	6.4	(2.9)
1602	232	(16)	0.37	(1.4)	0.13	116	(8)	0.46	(1.74)	0.174	6.9	(2.1)	180	1/4 x 3/16	6.4	(2.9)
1604	232	(16)	0.71	(2.7)	0.25	116	(8)	0.95	(3.6)	0.33	8.8	(2.7)	180	1/4 x 3/16	6.8	(3.1)
0708	101	(7)	1.74	(6.6)	0.61	58	(4)	1.98	(7.5)	0.69	6.5	(2.0)	180	1/2 x 3/8	6.8	(3.1)
0413	58	(4)	2.85	(10.8)	1.00	29	(2)	3.33	(12.6)	1.17	6.5	(2.0)	180	1/2 x 3/8	6.8	(3.1)
0220	29	(2)	4.28	(16.2)	1.50	14.5	(1)	4.76	(18.0)	1.67	6.5	(2.0)	180	1/2 x 3/8	7.3	(3.3)
BT5b: with auto-degassing liquid ends, 3-port (NPB9/NPE9)																
1008	145	(10)	1.66	(6.3)	0.58	72.5	(5)	1.98	(7.5)	0.69	9.8	(3.0)	180	1/2 x 3/8	9.9	(4.5)
0713	101	(7)	2.60	(10.5)	0.911	58	(4)	3.25	(12.3)	1.14	8.2	(2.5)	180	1/2 x 3/8	9.9	(4.5)
0420	58	(4)	4.12	(15.6)	1.44	29	(2)	4.6	(17.4)	1.61	8.2	(2.5)	180	1/2 x 3/8	10.4	(4.7)
BT4b: with self-bleeding liquid ends, 2-port without bypass (PVT7)																
1602	145	(10)	0.37	(1.4)	0.13	116	(8)	0.45	(1.7)	0.16	5.9	(1.8)	180	1/4 x 3/16	6.3	(2.9)
1604	145	(10)	0.71	(2.7)	0.25	116	(8)	0.95	(3.6)	0.33	5.9	(1.8)	180	1/4 x 3/16	6.8	(3.1)
0708	101	(7)	1.8	(6.6)	0.61	50.8	(3.5)	2	(7.5)	0.69	5.9	(1.8)	180	1/2 x 3/8	6.8	(3.1)
0413	58	(4)	2.8	(10.8)	1	29	(2)	3.3	(12.6)	1.17	5.9	(1.8)	180	1/2 x 3/8	6.8	(3.1)
0220	29	(2)	4.4	(16.2)	1.5	14.5	(1)	4.7	(18.0)	1.67	5.9	(1.8)	180	1/2 x 3/8	7.2	(3.3)
BT5b: with self-bleeding liquid ends, 2-port without bypass (PVT7)																
1008	145	(10)	1.7	(6.3)	0.58	72.5	(5)	2	(7.5)	0.69	5.9	(1.8)	180	1/2 x 3/8	9.9	(4.5)
0713	101	(7)	2.8	(10.5)	0.97	58	(4)	3.2	(12.3)	1.14	5.9	(1.8)	180	1/2 x 3/8	9.9	(4.5)
0420	58	(4)	4.1	(15.6)	1.44	29	(2)	4.6	(17.4)	1.61	5.9	(1.8)	180	1/2 x 3/8	10.4	(4.7)

Above capacities and suction lift refer to pumps tested on water at 115 VAC, 60 Hz, and an ambient temperature of 70°F (21°C).

Higher specific gravity fluids will reduce suction lift. Higher viscosity fluids will reduce capacity.

Liquid ends for highly viscous media have 10-20% less metering capacity and are not self-priming. Standard connectors are 1/2" MNPT or 5/8" hose barb. Positive suction recommended.

¹ Not available with bleed valve.

² SS versions use 1/4" female threads except models 0220, 0420, and 0232 which use 3/8" female threads.

³ Only available in SS and Acrylic liquid ends

© 2018 ProMinent Fluid Controls, Inc. All Rights Reserved. PN: 7750410 Beta_B.indd rev9 03/22/2022

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: June 26, 2023

From: Andi Purvis, (City Clerk), Cliff Kelsey, (Public Works 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. 72, Unit No. 73, and Unit No. 74 as described therein; and providing an effective date.

Staff Recommendation:

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

Analysis:

Village Community Development District No. 14 is granting a Right-of-Way Deed to the City of Leesburg, Florida for dedicating all roadways located within Villages of West Lake Unit No. 72, Unit No. 73, and Unit No. 74, per the Plats recorded in Plat Book 79, Pages 80 through 81 (Unit No. 72); Plat Book 80, Pages 55 through 60 (Unit No. 73); and Plat Book 80, Pages 43 through 46 (Unit No. 74), Public Records of Lake County, Florida.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA ACCEPTING A RIGHT-OF-WAY DEED TO THE CITY OF
LEESBURG FROM VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO.
14, FOR THE PURPOSE OF DEDICATING ALL ROADWAYS LOCATED
WITHIN VILLAGES OF WEST LAKE UNIT NO. 72, UNIT NO. 73, AND UNIT
NO. 74 AS DESCRIBED THEREIN; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Right-of-Way Deed granted to the City of Leesburg by Village Community Development District No. 14, for all roadways located within Villages of West Lake Unit No. 72, Unit No. 73, and Unit No. 74, per the Plats recorded in Plat Book 79, Pages 80 through 81 (Unit No. 72); Plat Book 80, Pages 55 through 60 (Unit No. 73); and Plat Book 80, Pages 43 through 46 (Unit No. 74), 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 26th day of June 2023.

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 8th day of June, 2023, 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. 72**, per the Plat recorded in Plat Book 79, Pages 80 through 81, inclusive, Public Records of Lake County, Florida.

All roadways located within **Villages of West Lake Unit No. 73**, per the Plat recorded in Plat Book 80, Pages 55 through 60, inclusive, Public Records of Lake County, Florida.

All roadways located within **Villages of West Lake Unit No. 74**, per the Plat recorded in Plat Book 80, Pages 43 through 46, inclusive, Public Records of Lake County, Florida.

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

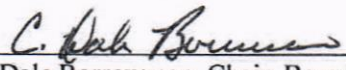
GRANTEE, BY ACCEPTANCE OF THIS RIGHT-OF-WAY DEED, AGREES TO PERPETUALLY MAINTAIN THESE ROADWAYS BEGINNING ON THE DATE THAT IS TWO (2) YEARS AFTER THE DATE THAT THE CITY OF LEESBURG ENGINEER HAS CERTIFIED THAT CONSTRUCTION OF SUCH ROADWAYS HAS BEEN COMPLETED.

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

ATTEST:

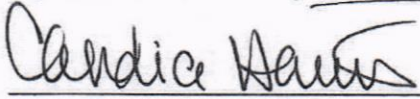

Kenneth C. Blocker, District Manager

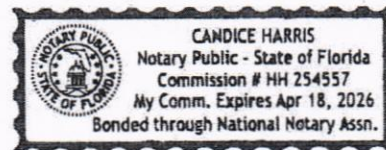
VILLAGE COMMUNITY DEVELOPMENT
DISTRICT NO. 14


C. Dale Borrowman, Chair, Board of Supervisors

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 8th day of June, 2023, by C. Dale Borrowman, as Chair, Board of Supervisors, of and on behalf of Village Community Development District No. 14, for the purposes expressed herein, who is personally known to me.


Notary Public - State of Florida
Print Name: Candice Harris
Commission Number: _____
Commission Expires: _____



PREPARED BY/RETURN TO:
Erick D. Langenbrunner, Esq.
3619 Kiessel Road
The Villages, Florida 32163

INSTRUMENT #2023032305
OR BK 6111 PG 1454 - 1455 (2 PGS)
DATE: 3/22/2023 9:38:28 AM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES \$18.50 DEED DOC \$0.70

QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this 20th day of March, 2023, by **THE VILLAGES LAND COMPANY, LLC**, a Florida limited liability company, whose post office address is 3619 Kiessel Road, The Villages, Florida 32163 ("Grantor"), to **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 ("Grantee");

(Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

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

All roadways and Tracts A, B, C, and D of **Villages of West Lake Unit No. 72**, per the Plat recorded in Plat Book 79, Pages 80 through 81, inclusive, Public Records of Lake County, Florida.

All roadways and Tracts A, B, C, D, E, F, G, H, I, and J of **Villages of West Lake Unit No. 73**, per the Plat recorded in Plat Book 80, Pages 55 through 60, inclusive, Public Records of Lake County, Florida.

All roadways and Tracts A, B, C, D, and E of **Villages of West Lake Unit No. 74**, per the Plat recorded in Plat Book 80, Pages 43 through 46, inclusive, Public Records of Lake County, Florida.

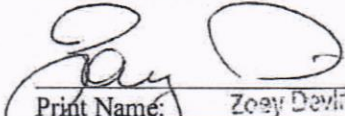
Reserving therefrom unto Grantor and its assigns, and each of their successors, tenants and invitees, all easements, rights, and other privileges reserved by Grantor on the Plats referenced above (the "Plats"), and **subject to** all restrictions imposed against such lands on the Plats.

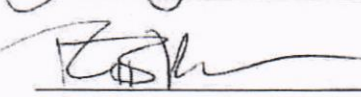
This Quitclaim Deed is given for the purpose of conforming the real property records of Lake County to the Plat Book records.

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

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

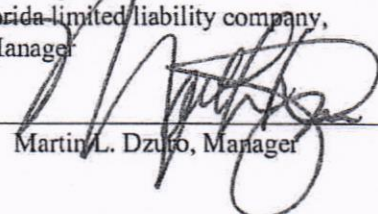
WITNESSES:


Print Name: Zoey Devine


Print Name: Rosemary Karpovich

THE VILLAGES LAND COMPANY, LLC,
a Florida limited liability company

BY: TVL Company, LLC,
a Florida limited liability company,
its Manager

By: 
Martin L. Dzuro, Manager

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 20th day of March, 2023, by Martin L. Dzuro, as Manager of, and on behalf of TVL Company, LLC, a Florida limited liability company, the Manager of The Villages Land Company, LLC, a Florida limited liability company, who is personally known to me.


Notary Public - State of Florida
Print Name: Zoey Devine
My Commission Expires: _____
My Commission Number: _____



ZOEY DEVINE
Commission # GG 309269
Expires June 25, 2023
Brook's Notary Public Services

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: June 26, 2023

From: Andi Purvis, (City Clerk), Cliff Kelsey, (Public Works 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. 75, Unit No. 76, and Unit No. 77 as described therein; and providing an effective date.

Staff Recommendation:

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

Analysis:

Village Community Development District No. 14 is granting a Right-of-Way Deed to the City of Leesburg, Florida for dedicating all roadways located within Villages of West Lake Unit No. 75, Unit No. 76, and Unit No. 77, per the Plat recorded in Plat Book 80, Pages 68 through 71 (Unit No. 75); Plat Book 80, Pages 61 through 62 (Unit No. 76); and Plat Book 80, Pages 72 through 75 (Unit No. 77), Public Records of Lake County, Florida.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA ACCEPTING A RIGHT-OF-WAY DEED TO THE CITY OF
LEESBURG FROM VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO.
14, FOR THE PURPOSE OF DEDICATING ALL ROADWAYS LOCATED
WITHIN VILLAGES OF WEST LAKE UNIT NO. 75, UNIT NO. 76, AND UNIT
NO. 77 AS DESCRIBED THEREIN; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Right-of-Way Deed granted to the City of Leesburg by Village Community Development District No. 14, for all roadways located within Villages of West Lake Unit No. 75, Unit No. 76, and Unit No. 77, per the Plats recorded in the Plat recorded in Plat Book 80, Pages 68 through 71 (Unit No. 75); Plat Book 80, Pages 61 through 62 (Unit No. 76); and Plat Book 80, Pages 72 through 75 (Unit No. 77), 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 26th day of June 2023.

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 8th day of June, 2023, 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. 75**, per the Plat recorded in Plat Book 80, Pages 68 through 71, inclusive, Public Records of Lake County, Florida.

All roadways located within **Villages of West Lake Unit No. 76**, per the Plat recorded in Plat Book 80, Pages 61 through 62, inclusive, Public Records of Lake County, Florida.

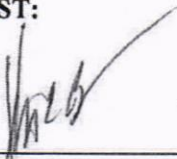
All roadways located within **Villages of West Lake Unit No. 77**, per the Plat recorded in Plat Book 80, Pages 72 through 75, inclusive, Public Records of Lake County, Florida.

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

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

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

ATTEST:

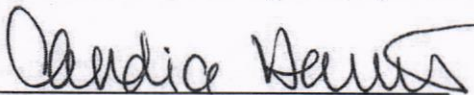

Kenneth C. Blocker, District Manager

VILLAGE COMMUNITY DEVELOPMENT
DISTRICT NO. 14


C. Dale Borrowman, Chair, Board of Supervisors

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 04 day of June, 2023, by C. Dale Borrowman, as Chair, Board of Supervisors, of and on behalf of Village Community Development District No. 14, for the purposes expressed herein, who is personally known to me.


Notary Public - State of Florida
Print Name: Candice Harris
Commission Number: _____
Commission Expires: _____



PREPARED BY/RETURN TO:
Erick D. Langenbrunner, Esq.
3619 Kiessel Road
The Villages, Florida 32163

INSTRUMENT #2023039607
OR BK 6120 PG 2414 - 2415 (2 PGS)
DATE: 4/6/2023 10:22:46 AM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES \$18.50 DEED DOC \$0.70

QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this 5th day of April, 2023, by **THE VILLAGES LAND COMPANY, LLC**, a Florida limited liability company, whose post office address is 3619 Kiessel Road, The Villages, Florida 32163 ("Grantor"), to **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 ("Grantee");

(Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

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

All roadways and Tracts A, B, C, D, E, F, and G of **Villages of West Lake Unit No. 75**, per the Plat recorded in Plat Book 80, Pages 68 through 71, inclusive, Public Records of Lake County, Florida.

All roadways and Tracts A, B, C, D, and E of **Villages of West Lake Unit No. 76**, per the Plat recorded in Plat Book 80, Pages 61 through 62, inclusive, Public Records of Lake County, Florida.

All roadways and Tracts A, B, C, D, and E of **Villages of West Lake Unit No. 77**, per the Plat recorded in Plat Book 80, Pages 72 through 75, inclusive, Public Records of Lake County, Florida.

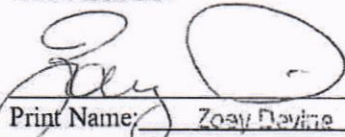
Reserving therefrom unto Grantor and its assigns, and each of their successors, tenants and invitees, all easements, rights, and other privileges reserved by Grantor on the Plats referenced above (the "Plats"), and **subject to** all restrictions imposed against such lands on the Plats.

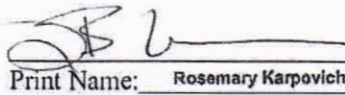
This Quitclaim Deed is given for the purpose of conforming the real property records of Lake County to the Plat Book records.

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

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

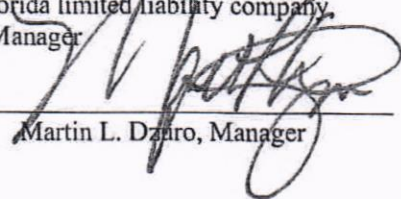
WITNESSES:


Print Name: Zoey Devine


Print Name: Rosemary Karpovich

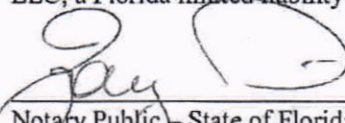
THE VILLAGES LAND COMPANY, LLC,
a Florida limited liability company

BY: TVL Company, LLC,
a Florida limited liability company,
its Manager

By: 
Martin L. Dzuro, Manager

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 5th day of April, 2023, by Martin L. Dzuro, as Manager of, and on behalf of TVL Company, LLC, a Florida limited liability company, the Manager of The Villages Land Company, LLC, a Florida limited liability company, who is personally known to me.


Notary Public - State of Florida
Print Name: Zoey Devine
My Commission Expires: _____
My Commission Number: _____



ZOEY DEVINE
Commission # GG 309269
Expires June 25, 2023
Easder Hsu Budget Notary Services

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.6

Meeting Date: June 26, 2023

From: Robert Thilmony, (Gas Operations Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and Cardiac Dragon 360 AC LLC, for the purpose of setting forth the terms under which the city will provide natural gas service to the development known as Banning Ranch Phase I and Banning Ranch Phase II; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution authorizing the Mayor and City Clerk to execute a gas service agreement between the City of Leesburg and Cardiac Dragon 360 AC LLC.

Analysis:

The City of Leesburg is agreeing to provide natural gas service to Cardiac Dragon 360 AC LLC, for the development known as Banning Ranch Phase I and Banning Ranch Phase II, pursuant to the terms of the Gas Service Agreement.

Procurement Analysis:

N/A

Options:

1. Adopt the Resolution accepting and approving the Gas Service Agreement as presented, or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None.

Submission Date and Time: June 19, 2023

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A GAS SERVICE AGREEMENT BETWEEN THE CITY OF LEESBURG AND CARDIAC DRAGON 360 AC LLC, FOR THE PURPOSE OF SETTING FORTH THE TERMS UNDER WHICH THE CITY WILL PROVIDE NATURAL GAS SERVICE TO THE DEVELOPMENT KNOWN AS BANNING RANCH PHASE I AND BANNING RANCH PHASE II; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized and directed to execute a Gas Service Agreement between the City of Leesburg and Cardiac Dragon 160 AC LLC, whose address is 8210 Cherry Lake Road, Groveland, Florida, 34736, for the purpose of setting forth the terms under which the City will provide natural gas service to the development known as Banning Ranch Phase I and Banning Ranch Phase II.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 26th day of June 2023.

Mayor

ATTEST:

City Clerk

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2023 by and between the City of Leesburg, Florida, a municipal corporation organized under the laws of the State of Florida, located at 501 W. Meadow Street, Leesburg, Florida, 34748, (hereinafter referred to as “City”), and Cardiac Dragon 160 AC, LLC located at 8210 Cherry Lake Road, Groveland Florida, 34736 (hereinafter jointly referred to as “Owner”), sometimes collectively referred to as “Party” or “Parties”.

WITNESSETH:

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

See Exhibit “A” attached hereto

Parcel Identification Number(s):

See Exhibit “A” attached hereto

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City for “Banning Ranch Phase I” (the “Development”); and

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

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

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

1. The City shall, subject to the provisions of this Agreement, supply natural gas service which shall include main, service and meter installations, to the Property. Owner shall be responsible for installing and connecting all natural gas appliances to the outlet of City gas meters. A map of the

Development is attached hereto as Exhibit “B” and by reference is made a part hereof. City shall provide such natural gas service from the supply line, including the gas meter.

2. Owner shall ensure that not less than eighty percent (80%) of the planned one hundred sixteen (116) units within the Development are equipped with:

- A. A natural gas water heater; and
- B. A natural gas furnace or Hydro-heat.

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

4. The Owner is obligated to pay the full cost of the infrastructure required to serve the Property and the cost of the services, meters, appurtenances and installation, which will be performed by the City. The Owner’s estimated costs of the infrastructure to be funded by Owner as set forth below, is two hundred fifty-five thousand nine hundred ninety-six dollars and eighty-four cents (\$255,996.84). Fifteen (15) days prior to construction, Owner shall place in escrow with the City, funds equal to that estimate to be used to pay for the construction as it proceeds. Notwithstanding inclusion of this estimate herein, Owner shall be obligated to pay the full cost of the infrastructure required to serve the Development and Property.

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

6. The City shall both own and maintain the natural gas system on the Property up to and including the natural gas meter. The natural gas system from the outlet of the gas meter to the appliance

utilizing the natural gas shall be maintained by the Owner and Owner's heirs, successors, or assigns. Notwithstanding anything to the contrary contained herein, to the extent the natural gas system owned and maintained by the City or any part thereof is damaged as a result of the acts, conduct, or failure to act of Owner and/or Owner's agents, employees, representatives, members, managers, shareholders, officers, directors, tenants, contractors, laborers, or material suppliers, or in the event of any deviation from standard service to any existing or proposed natural gas infrastructure occurs, then Owner shall be responsible for paying for all costs, charges, and expenses whatsoever associated with any repairs, reconstruction, and replacements to the natural gas system, including but not limited to, all costs of gas loss resulting from the damage.

7. The Owner shall grant to the City all easements needed to install, operate, maintain, repair, and replace the natural gas pipelines on the Property, including minimum five foot (5') side lot easements, and shall dedicate or otherwise convey those easements to the perpetual use of the City and its successors in interest for the purpose of laying, installing, operating, maintaining, repairing and replacing the natural gas pipelines. In addition, the Owner shall provide a location and easement, agreed to by the City for the purpose of installation, maintenance, repair, and replacement of any necessary regulator stations and all associated equipment on the Property.

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

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

10. The City shall provide, when requested, individual residential unit hookups to the natural gas system within the Development. The City shall ensure that such service is provided at the same rates

and on the same terms as those provided to other natural gas customers of the City within a comparable service area. The Parties understand that any and all hookup fees, meter charges and impact fees shall be paid by the residential customers at the time service is hooked up to the home.

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

12. If the developer fails to pay the funds required under this Agreement or otherwise defaults under the terms of this agreement, the City is not obligated to install the natural gas infrastructure in the development, may discontinue installation and may terminate this Agreement. In addition, the City may suspend issuance of any and all permits for construction on the Property or within the Development until such time as Owner has paid the amount due and the natural gas service Agreement has been reinstated.

13. The Parties agree that the laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. The parties agree that in the event of any litigation arising out of or otherwise related to this Agreement, venue shall lie only in a state court of competent jurisdiction in Lake County, Florida.

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

promise, undertaking, representation or agreement of the other party, except as specifically set forth within the four corners of this instrument.

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

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

17. This Agreement is binding on and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

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

CITY OF LEESBURG

BY: _____
Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

BY: _____
David Lew
Manager
Cardiac Dragon 160 AC, LLC

LEGAL DESCRIPTION: (BANNON RANCH - PHASE 1)

A PORTION OF LAND LYING IN SECTION 33 AND SECTION 34, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA. BEING A PORTION OF LANDS DESCRIBED IN THAT CERTAIN WARRANTY DEED, AS RECORDED IN OFFICIAL RECORD BOOK 6076, PAGE 37, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 34, THENCE RUN SOUTH 00°46'08" WEST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 24 EAST, A DISTANCE OF 1321.04 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°14'54" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 88.73 FEET TO A POINT ON THE PROPOSED WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NUMBER 33, CURRENTLY 50.00 FEET WEST OF THE EXISTING CENTER LINE OF SAID COUNTY ROAD 33; THENCE RUN SOUTH 03°00'00" EAST, ALONG SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE, 662.02 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE DEPARTING SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°12'55" EAST, ALONG SAID SOUTH LINE, 132.24 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE RUN NORTH 89°13'54" WEST, 1325.84 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE RUN SOUTH 00°46'39" WEST, ALONG SAID WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 34, A DISTANCE OF 659.41 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE DEPARTING SAID SOUTHEAST CORNER, RUN SOUTH 00°45'19" WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 274.36 FEET; THENCE DEPARTING SAID WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 34, RUN SOUTH 89°36'11" WEST, 1218.18 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS 1215.32 FEET, A CENTRAL ANGLE OF 17°38'37", AN ARC LENGTH OF 374.24, A CHORD LENGTH OF 372.77 FEET AND A CHORD BEARING OF NORTH 07°35'04" WEST TO A POINT ON A NON-TANGENT LINE; THENCE RUN NORTH 15°54'00" WEST, 58.36 FEET; THENCE RUN NORTH 15°41'59" WEST, 231.91 FEET; THENCE RUN NORTH 74°18'01" EAST, 50.31 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS 175.23 FEET, A CENTRAL ANGLE OF 19°43'03", AN ARC LENGTH OF 60.30, A CHORD LENGTH OF 60.01 FEET AND A CHORD BEARING OF NORTH 64°26'29" EAST, TO A POINT ON A NON-TANGENT LINE; THENCE RUN NORTH 35°27'19" WEST, 124.79 FEET; THENCE RUN NORTH 57°08'30" WEST, 1560.12 FEET; THENCE RUN SOUTH 00°43'40" WEST, 0.89 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST, SAID LINE ALSO BEING THE SOUTH LINE OF CLEARWATER RESERVE PHASE 1, AS RECORDED IN PLAT BOOK 57, PAGES 89 THROUGH 94, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 89°18'37" EAST ALONG SAID NORTH LINE, 1322.17 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A PORTION OF SAID LINE ALSO BEING THE SOUTH LINE OF AFORESAID CLEARWATER RESERVES PHASE 1 PLAT; THENCE RUN SOUTH 89°12'27" EAST, ALONG THE NORTH LINE OF

THE NORTHWEST QUARTER OF THE AFORESAID SECTION 34, A DISTANCE OF 2651.75 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA, CONTAINING 82.425 ACRES MORE OR LESS.

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2023 by and between the City of Leesburg, Florida, a municipal corporation organized under the laws of the State of Florida, located at 501 W. Meadow Street, Leesburg, Florida, 34748, (hereinafter referred to as “City”), and Cardiac Dragon 160 AC, LLC located at 8210 Cherry Lake Road, Groveland Florida, 34736 (hereinafter jointly referred to as “Owner”), sometimes collectively referred to as “Party” or “Parties”.

WITNESSETH:

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

See Exhibit “A” attached hereto

Parcel Identification Number(s):

See Exhibit “A” attached hereto

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City for “Banning Ranch Phase II” (the “Development”); and

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

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

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

1. The City shall, subject to the provisions of this Agreement, supply natural gas service which shall include main, service and meter installations, to the Property. Owner shall be responsible for installing and connecting all natural gas appliances to the outlet of City gas meters. A map of the

Development is attached hereto as Exhibit “B” and by reference is made a part hereof. City shall provide such natural gas service from the supply line, including the gas meter.

2. Owner shall ensure that not less than eighty percent (80%) of the planned one hundred twenty-five (125) units within the Development are equipped with:

- A. A natural gas water heater; and
- B. A natural gas furnace or Hydro-heat.

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

4. The Owner is obligated to pay the full cost of the infrastructure required to serve the Property and the cost of the services, meters, appurtenances and installation, which will be performed by the City. The Owner’s estimated costs of the infrastructure to be funded by Owner as set forth below, is two hundred fifty-four thousand nine hundred twenty-one dollars and seventy-seven cents (\$254,921.77). Fifteen (15) days prior to construction, Owner shall place in escrow with the City, funds equal to that estimate to be used to pay for the construction as it proceeds. Notwithstanding inclusion of this estimate herein, Owner shall be obligated to pay the full cost of the infrastructure required to serve the Development and Property.

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

6. The City shall both own and maintain the natural gas system on the Property up to and including the natural gas meter. The natural gas system from the outlet of the gas meter to the appliance

utilizing the natural gas shall be maintained by the Owner and Owner's heirs, successors, or assigns. Notwithstanding anything to the contrary contained herein, to the extent the natural gas system owned and maintained by the City or any part thereof is damaged as a result of the acts, conduct, or failure to act of Owner and/or Owner's agents, employees, representatives, members, managers, shareholders, officers, directors, tenants, contractors, laborers, or material suppliers, or in the event of any deviation from standard service to any existing or proposed natural gas infrastructure occurs, then Owner shall be responsible for paying for all costs, charges, and expenses whatsoever associated with any repairs, reconstruction, and replacements to the natural gas system, including but not limited to, all costs of gas loss resulting from the damage.

7. The Owner shall grant to the City all easements needed to install, operate, maintain, repair, and replace the natural gas pipelines on the Property, including minimum five foot (5') side lot easements, and shall dedicate or otherwise convey those easements to the perpetual use of the City and its successors in interest for the purpose of laying, installing, operating, maintaining, repairing and replacing the natural gas pipelines. In addition, the Owner shall provide a location and easement, agreed to by the City for the purpose of installation, maintenance, repair, and replacement of any necessary regulator stations and all associated equipment on the Property.

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

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

10. The City shall provide, when requested, individual residential unit hookups to the natural gas system within the Development. The City shall ensure that such service is provided at the same rates

and on the same terms as those provided to other natural gas customers of the City within a comparable service area. The Parties understand that any and all hookup fees, meter charges and impact fees shall be paid by the residential customers at the time service is hooked up to the home.

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

12. If the developer fails to pay the funds required under this Agreement or otherwise defaults under the terms of this agreement, the City is not obligated to install the natural gas infrastructure in the development, may discontinue installation and may terminate this Agreement. In addition, the City may suspend issuance of any and all permits for construction on the Property or within the Development until such time as Owner has paid the amount due and the natural gas service Agreement has been reinstated.

13. The Parties agree that the laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. The parties agree that in the event of any litigation arising out of or otherwise related to this Agreement, venue shall lie only in a state court of competent jurisdiction in Lake County, Florida.

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

promise, undertaking, representation or agreement of the other party, except as specifically set forth within the four corners of this instrument.

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

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

17. This Agreement is binding on and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

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

CITY OF LEESBURG

BY: _____
Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

BY: _____
David Lew
Manager
Cardiac Dragon 160 AC, LLC

LEGAL DESCRIPTION: (BANNON RANCH - PHASE 2)

A PORTION OF LAND LYING IN SECTION 33 AND SECTION 34, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA. BEING A PORTION OF LANDS DESCRIBED IN THAT CERTAIN WARRANTY DEED, AS RECORDED IN OFFICIAL RECORD BOOK 6076, PAGE 37, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 34, THENCE RUN SOUTH 00°46'08" WEST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 24 EAST, A DISTANCE OF 1321.04 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°14'54" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 88.73 FEET TO A POINT ON THE PROPOSED WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NUMBER 33, CURRENTLY 50.00 FEET WEST OF THE EXISTING CENTER LINE OF SAID COUNTY ROAD 33; THENCE RUN SOUTH 03°00'00" EAST, ALONG SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE, 662.02 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE DEPARTING SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°12'55" EAST, ALONG SAID SOUTH LINE, 132.24 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE RUN NORTH 89°13'54" WEST, 1325.84 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE RUN SOUTH 00°46'39" WEST, ALONG SAID WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 34, A DISTANCE OF 659.41 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE DEPARTING SAID SOUTHEAST CORNER, RUN SOUTH 00°45'19" WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 274.36 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°45'19" WEST ALONG SAID WEST LINE OF THE NORTHWEST QUARTER, 1049.87 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34, SAID SOUTH LINE ALSO BEING THE A PORTION OF NORTH LINE OF LOTS 5, 6, 7, 8, 9 AND 10 OF HAMMOCK GROVES ESTATES, AS RECORDED IN PLAT BOOK 40, PAGE'S 30 THROUGH 33, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN NORTH 89°12'03" WEST, ALONG SAID SOUTH LINE, 1325.63 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE AFORESAID SECTION 34; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°14'25" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST, 585.00 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°44'31" EAST, 1324.55 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE RUN NORTH 89°14'54" WEST, 736.10 FEET; THENCE RUN NORTH 00°43'40" EAST, 1317.61 FEET; THENCE RUN SOUTH 57°08'30" EAST, 1560.12 FEET; THENCE RUN SOUTH 35°27'19" EAST, 124.79 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS 175.23 FEET, A CENTRAL ANGLE OF 19°43'03", AN ARC LENGTH OF 60.30, A CHORD LENGTH OF 60.01 FEET AND A CHORD BEARING OF SOUTH 64°26'29" WEST; THENCE RUN SOUTH 74°18'01" WEST, 50.31 FEET; THENCE RUN SOUTH 15°41'59" EAST, 231.91 FEET; THENCE RUN SOUTH 15°54'00" WEST, 58.36 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS 1215.32 FEET; A CENTRAL ANGLE OF 17°38'37", AN ARC LENGTH OF 374.24, A

CHORD LENGTH OF 372.77 FEET AND A CHORD BEARING OF NORTH 07°35'04" WEST TO A POINT ON A NON-TANGENT LINE; THENCE RUN NORTH 89°36'11" EAST, 1218.18 FEET TO THE POINT OF BEGINNING.

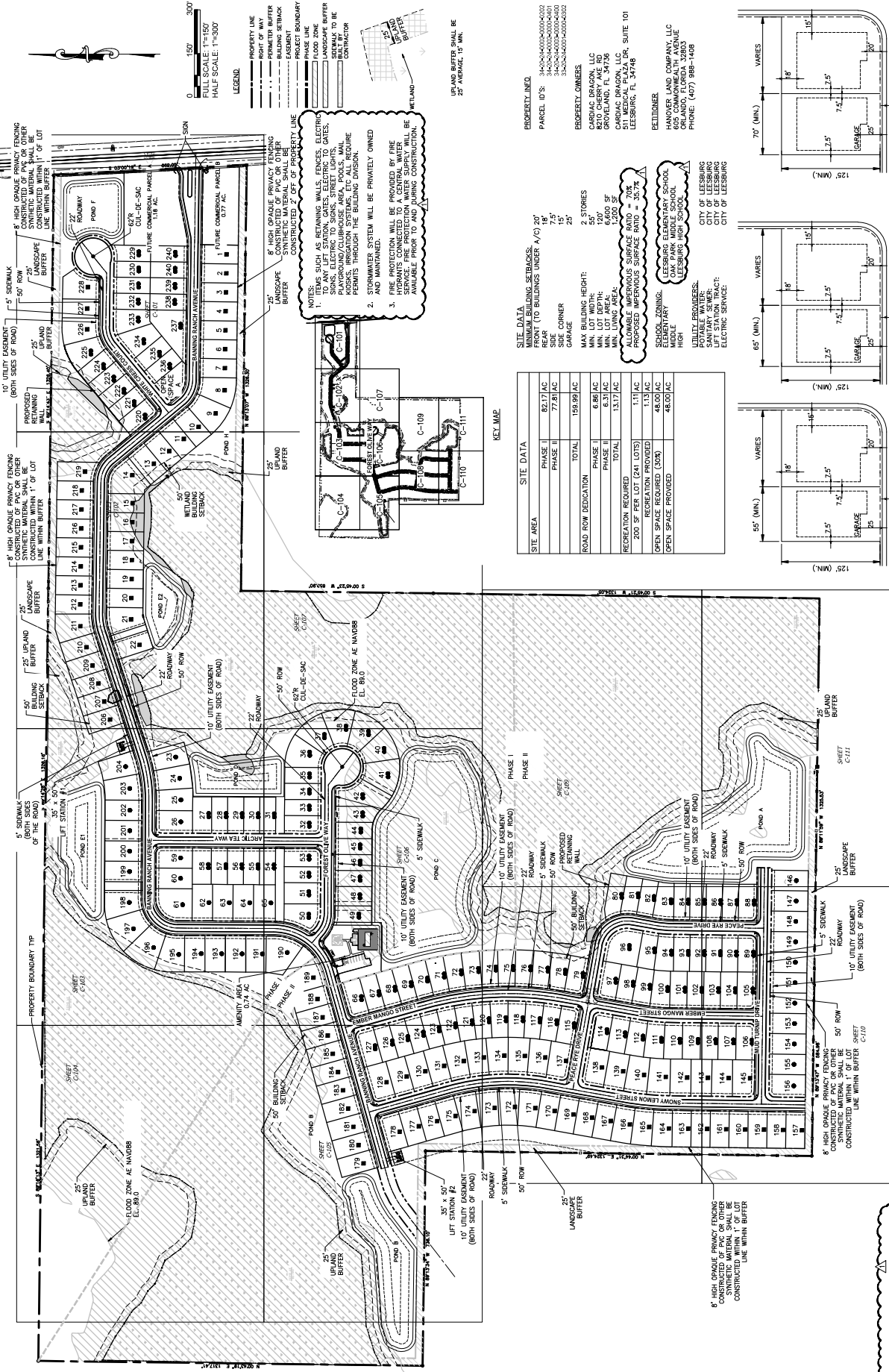
THE ABOVE DESCRIBED TRACT OF LAND LIES IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA, CONTAINING 77.675 ACRES MORE OR LESS.

A circular professional engineer seal for Scott Land, License No. 676077, State of Florida. The outer ring contains the text "SCOTT LAND LICENSE" at the top and "PROFESSIONAL ENGINEER" at the bottom, separated by stars. The inner circle contains the license number "No. 676077" and the state name "STATE OF FLORIDA", also separated by stars. A small star is positioned at the very center of the seal. To the left of the seal is the word "SEAL".

li
 Equal consultants
 EB 9951
 18 SOUTH ST. SUITE 700
 MIAMI, FLORIDA 33130
 PHONE: (407) 423-8398

LOT COUNT			PHASE I	PHASE II	TOTAL
55' LOTS			51	62	113
65' LOTS			39	51	90
70' LOTS			26	11	37
TOTAL			116	124	240

FLOOD BOUNDARY LINES were based on the Lake County, Florida GIS Flood Map; Flood Zones 2012 FEMA (FIRM) SHP FILE.
ZONE AE (EL 89 Feet) is according to FEMA Map 12069C0406E, eff 12-18-12
Service Center depicting: "City of Leesburg 120136



SITE DATA	
SITE AREA	PHASE I PHASE II
	82.17 AC 77.81 AC
TOTAL	159.99 AC
ROAD ROW DEDICATION	PHASE I PHASE II
	6.86 AC 13.77 AC
TOTAL	20.63 AC
RECREATION REQUIRED	RECREATION PROVIDED
200 SF PER LOT (241 LOTS)	1.11 AC
OPEN SPACE REQUIRED (30%)	1.13 AC
OPEN SPACE PROVIDED	48.00 AC

SITE DATA	MINIMUM BUILDING SETBACKS:	20' FRONT (TO BUILDINGS UNDER A/C)	20' SIDE	20' REAR
FRONT (TO BUILDINGS UNDER A/C)	20'	20'	20'	20'
SIDE	20'	20'	20'	20'
SIDE CORNER	15'	15'	15'	15'
REAR	25'	25'	25'	25'
GARAGE	15'	15'	15'	15'
MAX. BUILDING HEIGHT:	2	2	2	2
MIN. LOT WIDTH:	55'	55'	55'	55'
MIN. LOT DEPTH:	120'	120'	120'	120'
MIN. LOT AREA:	14,400	14,400	14,400	14,400
MIN. LIVING AREA:	1,200	1,200	1,200	1,200
MIN. PERMISSIBLE SURFACE PAVEMENT:	100%	100%	100%	100%
SCHOOL ZONING:	LESSBURG ELEMENTARY	LESSBURG MIDDLE	LESSBURG HIGH SCHOOL	LESSBURG HIGH SCHOOL
UTILITY PROVIDERS:	POTABLE WATER:	POTABLE WATER:	POTABLE WATER:	POTABLE WATER:
SEWER:	SEWER:	SEWER:	SEWER:	SEWER:
WATER:	WATER:	WATER:	WATER:	WATER:
WASTEWATER:	WASTEWATER:	WASTEWATER:	WASTEWATER:	WASTEWATER:
WASTEWATER TREATMENT PLANT:	WASTEWATER TREATMENT PLANT:	WASTEWATER TREATMENT PLANT:	WASTEWATER TREATMENT PLANT:	WASTEWATER TREATMENT PLANT:
WASTEWATER TREATMENT PLANT TRACT:	WASTEWATER TREATMENT PLANT TRACT:	WASTEWATER TREATMENT PLANT TRACT:	WASTEWATER TREATMENT PLANT TRACT:	WASTEWATER TREATMENT PLANT TRACT:

PROPERTY INFO
PARCEL ID'S: 3
3
3
3

PROPERTY OWNED
CARDIAC DRAGON
6210 CHEROKEE AVE
GROVELAND, FL 34465
511 MEDICAL DRAGON
LEESBURG, FL 34454

BETTORNER
HANOVER LAND
605 COMMUNIST
ORLANDO, FLORIDA
PHONE: (407) 911-1111

ES
F
F
70%
57.2%

SCHOOL
SCHOOL
LEESBURG
LEESBURG
LEESBURG

24-0002-0000-0202
C
D
6
C
DR, SUITE 101

[illegible]

70' (MIN.)

165'

7.5'

7.5'

2.5'

2.5'

GARAGE

ROW VARIATION

TYPICAL 70' LOT LAYOUT

[illegible][illegible]

Diagram showing a 90-degree turn with a 15' radius and a 20' offset.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.7.

Meeting Date: June 26, 2023

From: Robert Hicks, (Police Chief)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, Authorizing and Directing the Mayor and City Clerk to execute an agreement for School Resource Officer (SRO) services to be provided to Lake County School Board – Leesburg Schools - for the 2023-24 school year starting in August 2023; and providing an effective date.

Staff Recommendation:

Approve and adopt an agreement for School Resource Officer (SRO) services to be provided to Lake County School Board – Leesburg Schools - for the 2023-24 school year starting in August 2023. The schools the SRO's will be assigned to are Leesburg High School (Two SRO's), Leesburg Elementary (One SRO) and Beverly Shores Elementary (One SRO).

Analysis:

This is a continuation of the contract between Leesburg Police Department and the Lake County School Board for four (4) School Resource Officers (SROs) to provide security to students, school personnel, the school community and school property. Additionally, SROs interact with students during the regular class schedule and at extra-curricular school activities so as to continue building positive relationships between police officers and the community youth.

The term of this Agreement shall be for the next school year, beginning on the first day of school, August 2023, through the last day of school for students in May 2024.

Unless otherwise requested by the school, the officers will return to their normal duties during school breaks.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

The SCHOOL BOARD will pay the City of Leesburg the sum of \$309,810.00 for services of the four (4) SROs provided pursuant to the terms of this Agreement.

Account No. 001-0000-342-0200

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR AND CITY
CLERK TO EXECUTE AN AGREEMENT FOR SCHOOL RESOURCE
OFFICER (SRO) SERVICES TO BE PROVIDED TO LAKE COUNTY SCHOOL
BOARD – LEESBURG SCHOOLS - FOR THE 2023-24 SCHOOL YEAR
STARTING IN AUGUST 2023; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with the Lake County School Board for a continuation of the contract between Leesburg Police Department and the Lake County school Board for four (4) School Resource Officers (SROs). Lake County to PROVIDE the sum of three hundred nine thousand eight hundred ten (\$309,810) dollars.

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 26th day of June 2023.

Mayor

ATTEST:

City Clerk

**AGREEMENT BETWEEN THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA,
AND THE CITY OF LEESBURG, FOR
SCHOOL RESOURCE OFFICER PROGRAM [2023-2024]**

This **AGREEMENT** is entered into by and between the **City of Leesburg**, a Florida municipal corporation, hereinafter referred to as “**LAW ENFORCEMENT AGENCY**” and the **School Board of Lake County, Florida**, a political subdivision of the State of Florida, hereinafter referred to as “**SCHOOL BOARD**”.

WITNESSETH:

WHEREAS, the **SCHOOL BOARD** is seeking four (4) School Resource Officers (SROs) to interact with students during the regular class schedule and at extra-curricular school activities so as to provide additional security to students, school personnel, the school community and school property; and

WHEREAS, the **LAW ENFORCEMENT AGENCY** is willing to place four (4) **City of Leesburg** Police Officers at **Leesburg Elementary (1), Beverly Shores Elementary (1), Leesburg High (2)** for the purpose of carrying out this school program.

NOW, THEREFORE, in and for consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that the **LAW ENFORCEMENT AGENCY** will provide four (4) sworn **City of Leesburg** Police Officers who are certified pursuant to Section 943.10(1) *Florida Statutes* to the **SCHOOL BOARD** to act as SROs at the three (3) designated schools under the terms and conditions of this Agreement.

1. Term of Agreement. The term of this Agreement shall be for the next school year, beginning the 10th day of August 2023 through the last day of school for students in May 2024.

2. Compensation. The **SCHOOL BOARD** will pay the **City of Leesburg** the sum of Three hundred nine thousand eight hundred ten (\$309,810.00) Dollars for services of the four (4) SROs provided pursuant to the terms of this Agreement. Such compensation shall be invoiced to the **SCHOOL BOARD** by the **LAW ENFORCEMENT AGENCY** in equal quarterly installments (September, November, February and May) commencing on the 1st day of September 2023. Invoices shall be paid by the **SCHOOL BOARD** within fifteen (15) days of receipt. In the event

that The Board of County Commissioners of Lake County, Florida, agrees to pay for any or all of the police officers assigned to the schools pursuant to this Agreement, then the LAW ENFORCEMENT AGENCY agrees that the SCHOOL BOARD may assign its obligation to pay under this section to The Board of County Commissioners of Lake County, Florida.

3. Scope. The LAW ENFORCEMENT AGENCY shall assign an SRO for three (3) designated schools. The SROs shall interact with students and provide security at the three (3) designated schools. In addition, the SROs shall have the duties and responsibilities listed in Exhibit “A” attached hereto.

4. Background Investigations. The LAW ENFORCEMENT AGENCY represents and warrants to the SCHOOL BOARD that the LAW ENFORCEMENT AGENCY has read and is familiar with Sections 1012.32, 1012.465, 1012.467 and 1012.468, *Florida Statutes* regarding background investigations. The LAW ENFORCEMENT AGENCY covenants to comply with all requirements of the above-cited statutes and shall provide SCHOOL BOARD with proof of compliance upon request. The LAW ENFORCEMENT AGENCY agrees, to the extent permitted by law and only to the extent permitted by 768.28, *Florida Statutes*, to indemnify and hold harmless the SCHOOL BOARD, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the LAW ENFORCEMENT AGENCY’s failure to comply with the requirements of this paragraph or Florida Statute Sections, 1012.32, 1012.465, 1012.467 and 1012.468, *Florida Statutes*. Any claim against the LAW ENFORCEMENT AGENCY by the SCHOOL BOARD under the preceding sentence shall not include punitive damages or any interest for the period before judgment. Additionally, the LAW ENFORCEMENT AGENCY shall not be liable pursuant to this indemnity to pay a claim or judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the LAW ENFORCEMENT AGENCY arising out of the incident or occurrence, exceeds the sum of \$300,000. Further, nothing in this paragraph shall be construed as an admission of liability on behalf of the LAW ENFORCEMENT AGENCY.

5. Assignment of Officers. The LAW ENFORCEMENT AGENCY shall determine which SROs will be assigned under this Agreement and will also determine the particular school

to which the SRO will be assigned to. The LAW ENFORCEMENT AGENCY shall provide a notice of the assigned SROs to the school principals of the three (3) designated schools. In the event that the principal of the school where the SRO is assigned believes that the particular SRO is not effectively performing his/her duties and responsibilities, the principal shall notify the SRO in writing. If the situation is not corrected within three (3) working days, the principal shall contact the SRO's immediate supervisor and the Superintendent's designee in writing and provide a copy of said notice to each of them. If the situation is not resolved to the mutual satisfaction of both the SRO's immediate supervisor and the Superintendent's designee within ten (10) days, or if, during the same contract period, the principal determines for a second time that the SRO is not effectively performing his/her duties and responsibilities, then the Principal shall recommend to the Superintendent that the SRO be removed from the program at his/her school, and shall state the reasons as well as the efforts to resolve the problems in writing. The Superintendent, or his/her designee, shall review the request and, if approved, shall provide written notification to the LAW ENFORCEMENT AGENCY who shall transfer the SRO or take other appropriate action within ten (10) business days. In the event the principal considers the SRO's conduct to present a threat to the safety or well-being of the students or staff, the principal will immediately notify the Superintendent and the LAW ENFORCEMENT AGENCY. Upon receipt of such notification, the LAW ENFORCEMENT AGENCY shall take appropriate action.

6. Dismissal/Replacement/Absence.

The LAW ENFORCEMENT AGENCY may dismiss or reassign SROs with or without cause. In the event of the resignation, dismissal, or reassignment of an SRO, or in the case of long-term absences by an SRO, the LAW ENFORCEMENT AGENCY shall provide a temporary replacement for the SRO as soon as practical.

7. Leaves/Coverage.

The Chief of Police or another designated scheduling officer will approve vacations, sick leaves, and other leaves of absence for the SRO. The SRO will communicate approved vacation, sick leaves, trainings or any other leave that impacts SRO presence in schools with the SCHOOL BOARD'S Safety and Security Specialist.

LAW ENFORCEMENT AGENCY shall provide coverage of an SRO during any time in which the SRO will be off campus of the school to include, but not be limited to vacations, sick leaves, other leaves of absence or due to other related assignments.

8. Hours of Assignment. The SROs will be stationed at the three (3) designated schools for eighty (80) hours per two-week period, Monday through Friday, as assigned and scheduled by the respective school principal and as approved by the LAW ENFORCEMENT AGENCY.

9. Additional Hours of Assignment. Additional hours of assignment during a two-week period may be made with prior approval of the LAW ENFORCEMENT AGENCY, if requested by the respective school principal. If the additional hours worked require that overtime be paid to the SROs, the SCHOOL BOARD will reimburse the LAW ENFORCEMENT AGENCY for overtime paid at the SRO's existing pay rate.

10. Off Campus Assignments. Upon the request of the respective school principal and with the prior approval of the LAW ENFORCEMENT AGENCY, an SRO's duties may occasionally include his/her assignment at school functions and activities that are held off campus.

11. Reassignment in Emergency Situations. Nothing in this Agreement shall prevent or interfere with the ability of the LAW ENFORCEMENT AGENCY to temporarily withdraw an assigned SRO from his/her post at the three (3) designated schools to respond to emergency situations as determined in the sole judgment and discretion of the LAW ENFORCEMENT AGENCY.

12. Supervising Authority. During the term of this Agreement, the SROs assigned shall remain employees of the LAW ENFORCEMENT, under the authority of the chain of command of the LAW ENFORCEMENT AGENCY and subject to all other rules and regulations of the LAW ENFORCEMENT AGENCY. The SROs will report to their respective school principal for assignment of duties and work schedules, including the extracurricular activities during the regular school day for up to eighty (80) hours for each officer per two-week period. Each SRO shall remain, at all times, an employee of the LAW ENFORCEMENT AGENCY. Workers

Compensation coverage, as required by law, will be provided for the officer by the LAW ENFORCEMENT AGENCY.

13. Salary and Benefits. The LAW ENFORCEMENT AGENCY will provide the salary and benefits to each SRO assigned, including uniforms and equipment and any applicable overtime pay as agreed to above.

14. Vehicle. The LAW ENFORCEMENT AGENCY will provide vehicles for SROs if or when determined necessary by the LAW ENFORCEMENT AGENCY.

15. Threats to School Safety.

A. Pursuant to Section 1006.13(4), *Florida Statutes*, any acts that pose a threat to school safety, whether committed by a student or adult, shall be reported to the School Principal, or his or her designee, who shall report the acts to the SRO and the School Board's School Safety Specialist.

B. If requested by the School Principal, or his or her designee, the SRO, or other appropriate law enforcement officers, shall assist in the investigation of the acts that pose a threat to school safety; upon conclusion of the investigation, the SRO shall report the findings of the investigation to the School Board's School Safety Specialist to properly document the disposition of the incident. Additionally, the School Principal, or his or her designee, shall consult with SRO concerning appropriate delinquent acts and crimes.

16. Termination of Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice. Notice shall be deemed given as of the date of deposit of such written NOTICE in the course of transmission in the United States Postal Service and addressed as follows:

SCHOOL BOARD:

Superintendent of Schools
School Board of Lake County
201 West Burleigh Boulevard
Tavares, FL 32778

LAW ENFORCEMENT
AGENCY:

Chief of Police
City of Leesburg Police Department

115 East Magnolia Street
Leesburg, FL 34748

Upon termination pursuant to this subsection, payment will be made by the SCHOOL BOARD or reimbursement made by the LAW ENFORCEMENT AGENCY based on a pro rata charge for services for that portion of the school year covered by this Agreement prior to termination.

17. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereto and supersedes all prior Agreements, representations and understandings either oral, written or otherwise relating thereto.

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

“SCHOOL BOARD”

**THE SCHOOL BOARD OF LAKE COUNTY,
FLORIDA**

By:

Marc Dodd, Chairperson

Date: _____

Approved as to form:

Attest: _____
Diane S. Kornegay, Superintendent

Attorney:

“LAW ENFORCEMENT AGENCY”

CITY OF LEESBURG

By: _____
Jimmy Burry, Mayor

Date: _____

Approved as to form:

Attest: _____
J. Andi Purvis, City Clerk

EXHIBIT "A"

In addition to the routine duties and responsibilities of the SROs, the SROs shall have the following specific duties and responsibilities:

1. Each SRO shall at all times perform his/her duties in accordance with City of Leesburg Police Department's standard operating procedures.
2. The SROs shall serve as resource instructors providing programs in crime prevention that encourage students to become responsible citizens.
3. The SROs shall also assist the orderly flow of traffic on school grounds.
4. Each SRO shall maintain all law enforcement powers, duties, and responsibilities inclusive of his/her position as City of Leesburg Police Officers while assigned to the SRO program.
5. Each SRO shall be responsible to his/her agency in all matters relating to employment, however, activities conducted by the SROs which are part of the regular school instruction program shall be under the direction of the principal or his/her designee.
6. Each SRO shall be at his/her school during normal school hours of operation and shall utilize the school's computer-based management system to sign in and out to verify attendance. During times that the SROs are unable to be on campus or need to leave campus, those times will be coordinated with the principal or his/her designee and each SRO's supervisor. The SRO supervisor will assure that the School has a replacement SRO on campus.
7. The SROs shall perform such duties as directed by his/her agency when school is not in session. The principal or his/her designee shall advise the Officers' supervisor of the school's calendar.
8. The SROs may contact students during school hours in conjunction with a criminal investigation so long as such contact does not interfere with or impede the orderly operation of the school or the rights of the individual students.
9. All student record information will be maintained in accordance with the provisions of Florida Statutes.
10. The SROs shall interface with students between class breaks, during lunch periods, before and after school and at school activities at which the SROs are in attendance. The SROs will not be assigned to a permanent school related duty post so as not to establish predictable patterns.
11. In the interest of maintaining a safe and orderly school environment, student and campus supervision is of critical importance. The SROs shall take a prominent role in supervision responsibilities, which shall be coordinated with and agreed to by the SROs and the designated

school principal. While school is in session, the SROs shall be present on and around the school campus except as permitted in paragraph 6 of this Exhibit A.

12. The SROs will serve as a referral resource for students, faculty and parents to community agencies.

13. The SROs will serve as a Law Enforcement resource to school administration and the district manager of security services.

14. The SROs shall be familiar and offer support with the plans and strategies for the prevention and control of dangerous situations at the school.

15. The SROs will serve as the mandated sworn law enforcement officer on the school Threat Management team; and accordingly will complete the required Threat Management training in accordance with 6A-1.0018, F.A.C. and 1006.07, Florida Statutes.

16. The SROs will coordinate activities with the school administration and the school guidance department in an effort to identify those students who exhibit indications of early delinquent behavior.

17. The SROs shall attend meetings of school faculty and requested administrative meetings during school hours on a regular basis.

18. The SROs shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, the principal shall contact the SROs for any violations of the law, and the SROs shall determine whether law enforcement action is appropriate.

19. The SROs shall take law enforcement action as necessary and as permitted under Florida law and shall inform the school principal of such action unless it would impede a criminal investigation, under such circumstances as practical. The SROs shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SROs may do so under the authority of law. Whenever practical, the SROs shall advise the principal before requesting additional law enforcement assistance on campus.

20. The SROs shall be informed by school personnel of any situation occurring on school grounds that would appear to be a violation of the law of criminal nature.

21. The SROs shall maintain detailed accurate records of his/her activities, and provide a written monthly report to the LAW ENFORCEMENT AGENCY who shall provide such information to the Safe Schools Department of the SCHOOL BOARD.

22. The SROs and school administration shall work together to keep each other informed during the course of all criminal investigations as permitted by law and as practical. This provision shall not be interpreted so as to interfere with or impede the SROs' law enforcement duties, obligations and/or powers.

23. The SROs shall work with school administration when determining whether an arrest should be made, or if there is an alternative solution to the incident which would still be in compliance with Florida law. The final decision on whether arrest is appropriate will lie with the attending SRO or other law enforcement officer on scene at the incident. This provision shall not be interpreted so as to interfere with or impede the SROs' law enforcement duties, obligations or powers.

24. The SROs shall affect a physical arrest for felonies committed on school grounds, particularly those that are "Zero Tolerance", as permitted by law.

25. The SROs shall give assistance to other law enforcement officers and government agencies in matters regarding his/her school assignment, whenever necessary.

26. The parties shall comply with the provisions of the Family Educational Rights and Privacy Act ("FERPA").

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: June 26, 2023

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 0.97 +/- acres; and being generally located south of Griffin Road and east of Snowberger Avenue, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been 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. (Polk Gorman Properties AX)

Staff Recommendation:

The Planning and Zoning staff recommends approval of the proposed ordinance for annexation of Polk Gorman Properties.

Analysis:

The applicant has submitted a request for annexation of approximately 0.97 +/- acres, generally located south of Griffin Road and east of Snowberger Avenue, as shown on the attached General Location Map. At this time, the property is undeveloped. The current zoning is Lake County RP (Residential Professional); the proposed zoning is City of Leesburg M-1 (Industrial). This request will allow the applicant to expand an existing adjacent business.

The property is surrounded by Lake County R-7 (Mixed Residential), Lake County RP (Residential Professional), City Planned Unit Development (PUD), and City M-1 (Industrial). Under the conditions of the Rezoning case which is also on this agenda, no negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda, is a Small-Scale Comprehensive Plan Amendment, which, along with the Planned Unit Development Application, had recommendations for approval from the staff and Planning Commission at the public hearing held April 20, 2023.

Procurement Analysis:

N/A

Options:

1. Approve the requested annexation. This would give the City jurisdiction over the use and future development of the subject site and provide for the application of City standards to this property; or
2. Disapprove the proposed annexation and allow the property to remain in the County.

Fiscal Impact:

A positive fiscal impact will result from the annexation and development of this property due to increased tax revenue added to the General Fund. Future development of the property will increase this anticipated impact.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 0.97 +/- ACRES; AND BEING GENERALLY LOCATED SOUTH OF GRIFFIN ROAD AND EAST OF SNOWBERGER AVENUE, LYING IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN 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. (POLK GORMAN PROPERTIES AX)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for approval of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

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

Section 1.

Based upon the petition of M. Meredith Kirste P.A. (Petitioner) for Polk Gorman Properties for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

Legal Description
(See Exhibit A);

Section 2.

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

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

Section 3.

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

Section 4.

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 26th day of June 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

EXHIBIT A

WILLIAM L. POLK, TRUSTEE OF THE WILLIAM L. POLK FAMILY TRUST, DATED
SEPTEMBER 14, 2005

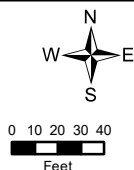
PARCEL ID # 2119240001-000-00300

BEGIN 1081.30 FEET EAST AND 33 FEET SOUTH OF THE NORTHWEST CORNER OF THE
NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, RUN
THENCE EAST 110 ½ FEET; THENCE NORTH 382 FEET TO THE SOUTH BOUNDARY
LINE OF THE RIGHT OF WAY OF THE COUNTY ROAD; THENCE RUN WEST ALONG
THE SOUTH BOUNDARY OF SAID ROAD 110 ½ FEET TO THE POINT OF BEGINNING IN
LAKE COUNTY, FLORIDA.

Aerial



**Planning
& Zoning
Division**

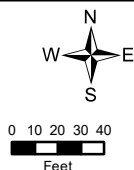


Polk Gorman Properties
ANNX-23-101; SSCP-23-102; RZ-23-103
2621 Griffin Road, Leesburg, FL 34748
Section 21 Township 19 South Range 24 East
Alternate Key: 1173388
March 27, 2023

Surrounding Land Uses



**Planning
& Zoning
Division**

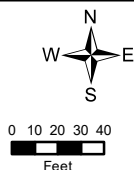


Polk Gorman Properties
 ANN-23-101; SSCP-23-102; RZ-23-103
 2621 Griffin Road, Leesburg, FL 34748
 Section 21 Township 19 South Range 24 East
 Alternate Key: 1173388
 March 27, 2023

Commission District



**Planning
& Zoning
Division**

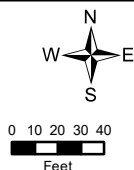


Polk Gorman Properties
ANNX-23-101; SSCP-23-102; RZ-23-103
2621 Griffin Road, Leesburg, FL 34748
Section 21 Township 19 South Range 24 East
Alternate Key: 1173388
March 27, 2023

Community Redevelopment Area



**Planning
& Zoning
Division**



Polk Gorman Properties
ANNX-23-101; SSCP-23-102; RZ-23-103
2621 Griffin Road, Leesburg, FL 34748
Section 21 Township 19 South Range 24 East
Alternate Key: 1173388
March 27, 2023

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.2.

Meeting Date: June 26, 2023

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 0.97 +/- acres from Lake County Urban High Density to City of Leesburg Industrial, for a property generally located south of Griffin Road and east of Snowberger Avenue, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Polk Gorman Properties SSCP)

Staff Recommendation:

The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed small-scale comp plan amendment of the City's Future Land Use Map on 0.97 +/- acres from Lake County Urban High Density to City of Leesburg Industrial.

Analysis:

The project site is approximately 0.97 acres. The property is generally located south of Griffin Road and east of Snowberger Avenue. Currently, the property is undeveloped. The proposed use is for industrial business expansion of the adjacent plumbing business. The proposed use is compatible with the proposed future land use designation of City of Leesburg Industrial. The proposed zoning designation of City of Leesburg Industrial will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

This property lies within the ISBA (Interlocal Service Boundary Area) agreement. This agreement, which was approved by the City Commission on November 24, 2014, allows property within the ISBA area but outside the current city limits to be annexed and obtain City of Leesburg utility services.

The Planning Commission held a public hearing on the application on April 20, 2023 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested small-scale comprehensive plan amendment from Lake County Urban High Density to City of Leesburg Industrial; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 0.97 +/- ACRES FROM LAKE COUNTY URBAN HIGH DENSITY TO CITY OF LEESBURG INDUSTRIAL, FOR A PROPERTY GENERALLY LOCATED SOUTH OF GRIFFIN ROAD AND EAST OF SNOWBERGER AVENUE, LYING IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (POLK GORMAN PROPERTIES SSCP)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for amendment of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

NOW, THEREFORE,

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

Section 1.

The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on December 10, 2012, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 0.97 acres of land generally located south of Griffin Road and east of Snowberger Avenue from Lake County Urban High Density to City of Leesburg Industrial, as shown on the revised map of said area, lying in Section 21, Township 19 South, Range 24 East, Lake County Florida;

Section 2.

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

Section 3.

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 26th day of June 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

EXHIBIT A

WILLIAM L. POLK, TRUSTEE OF THE WILLIAM L. POLK FAMILY TRUST, DATED
SEPTEMBER 14, 2005

PARCEL ID # 2119240001-000-00300

BEGIN 1081.30 FEET EAST AND 33 FEET SOUTH OF THE NORTHWEST CORNER OF THE
NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, RUN
THENCE EAST 110 ½ FEET; THENCE NORTH 382 FEET TO THE SOUTH BOUNDARY
LINE OF THE RIGHT OF WAY OF THE COUNTY ROAD; THENCE RUN WEST ALONG
THE SOUTH BOUNDARY OF SAID ROAD 110 ½ FEET TO THE POINT OF BEGINNING IN
LAKE COUNTY, FLORIDA.



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

DATE: April 20, 2023
OWNER: William L. Polk, Trustee of the William L. Polk Family Trust
PETITIONER: M. Meredith Kirste, P.A.
PROJECT: Polk Gorman Properties
REQUEST: Future Land Use Map Amendment from Lake County Urban High Density to City of Leesburg Industrial
CASE NO.: SSCP-23-102

THE PLANNING & ZONING DIVISION RECOMMENDS:

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

1. This project meets the requirements of Chapter 163.3187 Florida Statutes, for Small Scale Comprehensive Plan Amendments.
2. The proposed request for a Small-Scale Comprehensive Plan amendment is compatible with the adjacent future land use designations of Lake County Urban High Density and City of Leesburg Industrial and Medium Density Residential.
3. The proposed request under Case Number RZ-23-103, is compatible with the current surrounding zoning districts of Lake County R-7 (Mixed Residential) and RP (Residential Professional) and City of Leesburg M-1 (Industrial) and PUD (Planned Unit Development).
4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve staff's recommendation to change the future land use of the subject property from Lake County Urban High Density to the City of Leesburg Industrial and forward this recommendation to the City Commission for consideration.

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

DATE: April 20, 2023

OWNER: William L. Polk, Trustee of the William L. Polk Family Trust
PETITIONER: M. Meredith Kirste, P.A.
PROJECT: Polk Gorman Properties
REQUEST: Future Land Use and Zoning Amendments
CASE NO.: SSCP-23-102; RZ-23-103

GENERAL LOCATION: South of Griffin Road, East of Snowberger Avenue

FUTURE LAND USE DESIGNATION: Lake County Urban High Density

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Medium Density Residential; Industrial
South – Industrial
East – Industrial
West – Lake County Urban High Density

PROPOSED FUTURE LAND USE DESIGNATION: Industrial

EXISTING ZONING DESIGNATION: RP (Residential Professional)

SURROUNDING ZONING DESIGNATIONS:

North – Planned Unit Development (PUD); M-1 (Industrial)
South – M-1 (Industrial)
East – M-1 (Industrial)
West – Lake County R-7 (Mixed Residential); Lake County RP (Residential Professional)

PROPOSED ZONING DESIGNATION: M-1 (Industrial)

EXISTING LAND USE: Vacant Commercial

SURROUNDING EXISTING LAND USE:

North – Pasture Improved Hay; Nursery; Warehouse
South – Vacant Industrial, Vacant Commercial; Warehouse
East – Vacant Industrial
West – Residential

PROPOSED LAND USE: Industrial (business expansion)

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

DATE: April 17, 2023
OWNER: William L. Polk, Trustee of the William L. Polk Family Trust
PETITIONER: M. Meredith Kirste, P.A.
PROJECT: Polk Gorman Properties
REQUEST: Future Land Use of General Commercial
CASE NO.: SSCP-23-102; RZ-23-103

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments – As of 04/17/2023

FIRE

No comments from Fire Department. – Amanda Stevenson 04/14/2023

ELECTRIC

Electric has no objections. – Steve Davis 03/30/2023

GAS

No comments – As of 04/17/2023

GIS

No comments – As of 04/17/2023

BUILDING

No comments – As of 04/17/2023

PUBLIC WORKS

Public Works has no issues with this item. – Clifford Kelsey 03/30/2023

ADDRESSING

No comments – As of 04/17/2023

HOUSING & REDEVELOPMENT

No comments – As of 04/17/2023

LAKE COUNTY PUBLIC WORKS

No comments – As of 04/17/2023

LAKE COUNTY SCHOOLS

No comments – As of 04/17/2023

PUBLIC RESPONSES

Approval

1 - William Bachschmidt

Disapproval

No comments – As of 04/17/2023

No comment

Notice of Appearance filed:

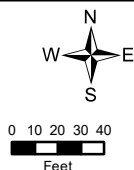
PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Aerial

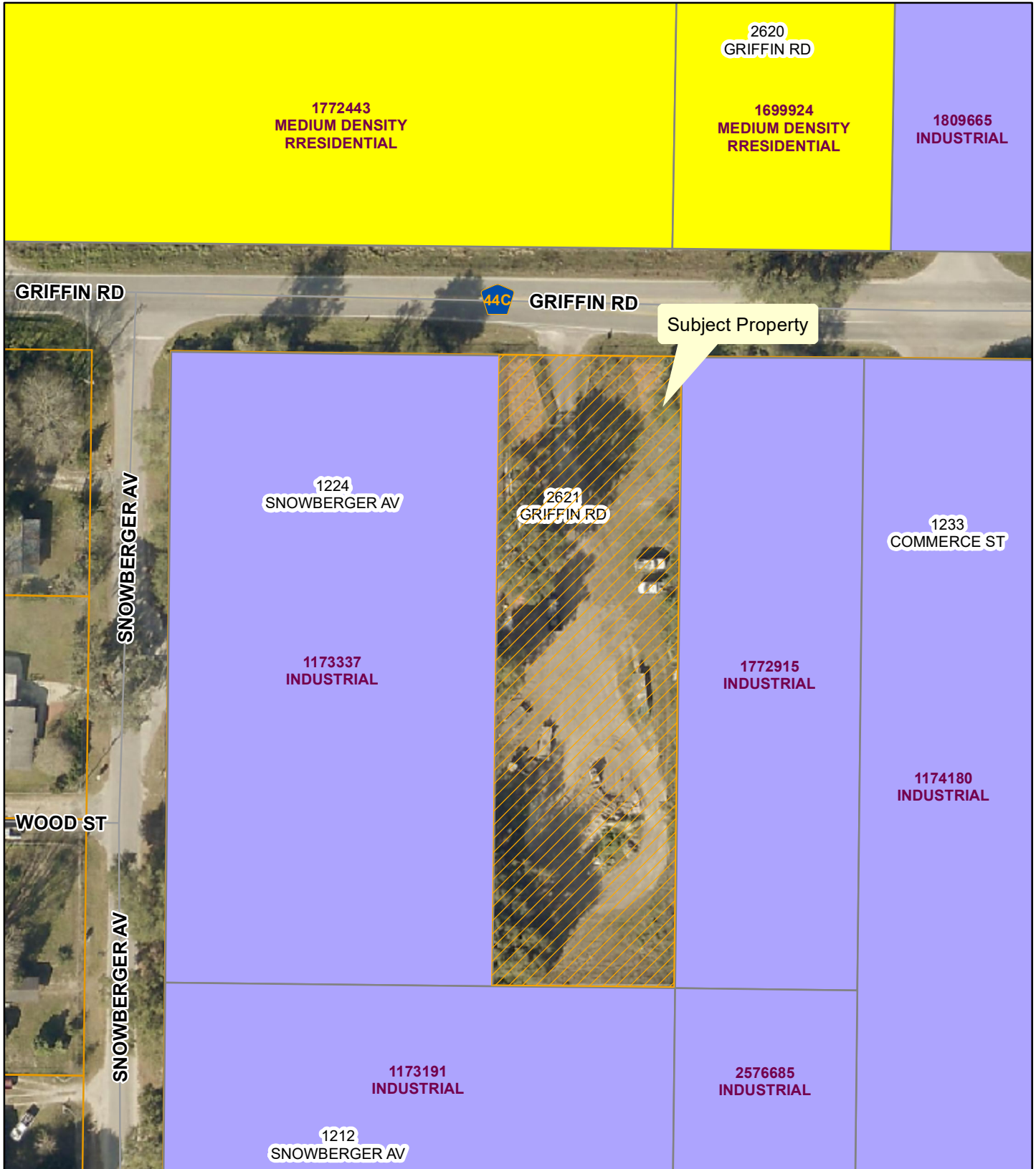


**Planning
& Zoning
Division**

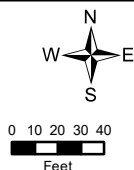


Polk Gorman Properties
ANNX-23-101; SSCP-23-102; RZ-23-103
2621 Griffin Road, Leesburg, FL 34748
Section 21 Township 19 South Range 24 East
Alternate Key: 1173388
March 27, 2023

City of Leesburg Future Land Use



**Planning
& Zoning
Division**

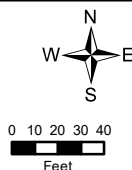


Polk Gorman Properties
 ANN-23-101; SSCP-23-102; RZ-23-103
 2621 Griffin Road, Leesburg, FL 34748
 Section 21 Township 19 South Range 24 East
 Alternate Key: 1173388
 March 27, 2023

Lake County Future Land Use



**Planning
& Zoning
Division**

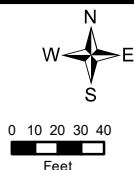


Polk Gorman Properties
 ANN-23-101; SSCP-23-102; RZ-23-103
 2621 Griffin Road, Leesburg, FL 34748
 Section 21 Township 19 South Range 24 East
 Alternate Key: 1173388
 March 27, 2023

Proposed Future Land Use



**Planning
& Zoning
Division**



Polk Gorman Properties
ANNX-23-101; SSCP-23-102; RZ-23-103
2621 Griffin Road, Leesburg, FL 34748
Section 21 Township 19 South Range 24 East
Alternate Key: 1173388
March 27, 2023



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY HALL
THURSDAY, APRIL 20TH, 2023 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, April 20th, 2023, at City Hall.

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

The following Commission members were present:

Tim Sennett - Chairman
Ted Bowersox – Vice-Chairman
John O’Kelley
Nathaniel Sanders
Frazier Marshall
Ze’Shieca Carter
Ken Simeone
Rosalind Peeples-Johnson

The following Commission members were absent:

Stewart Kaplan

City staff in attendance included Dan Miller, Planning & Zoning Director, Sabrina Mitchell, Administrative Assistant II, Kandi Harper, Senior Planner, Christine Rock, Senior Planner, Dianne Yekel, Senior Planner, Max Van Allen, Planner, Melissa Medders, Planner and City Attorney Grant Watson was also present.

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

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

dates are tentatively scheduled.

DRAFT SUMMARY MINUTES OF THE PLANNING COMMISSION MEETING FOR THURSDAY, MARCH 23RD, 2023.

Vice-Chairman Bowersox moved to APPROVE the draft minutes from the MARCH 23RD, 2023 meeting. Commissioner Sanders SECONDED the motion, which PASSED by a vote of 6-0.

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

Chairman Sennett called for the first case under old business be brought forward.

NEW BUSINESS

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

1) PUBLIC HEARING CASE # SSCP-23-102 – POLK GORMAN PROPERTIES – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING 0.97 +/- ACRES FROM LAKE COUNTY URBAN HIGH DENSITY TO CITY OF LEESBURG INDUSTRIAL FOR A PLUMBING BUSINESS USE FOR A PROPERTY GENERALLY LOCATED SOUTH OF GRIFFIN ROAD AND EAST OF SNOWBERGER AVENUE AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, MAY 8TH, 2023 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, JUNE 26TH, 2023)** (Polk Gorman Properties SSCP)

Chairman Sennet stated for the record to discuss the next two cases together and vote on each case separately.

Dan Miller introduced case number #SSCP-23-102 – Polk Gorman Properties – Small Scale Comprehensive Plan Amendment and case number #RZ-23-103 Rezoning into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

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

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

Department Review Summary: This case was sent out to all the different City departments there were no comments from City Staff. Public responses - no responses from the City of Leesburg notice requirements, Staff did receive one approval in favor of project in response to the posted signs and newspaper.

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

Chairman Sennett stated if the Commission have any questions of Staff.

Commissioners, and Mr. Miller discussed plumbing business; surrounding existing land use to west residential; page 25; Dan Miller replied surrounded by industrial, west of Snowberger; run into residential, filling in a spot; needs to be industrial, and went over surrounding land uses map for clarification purposes.

Bill Polk stated it's a wholesale plumbing outlet and to the west is my property this business has been in Leesburg for forty-five years; largest plumbing outlet in U.S., it's an enclave never got put in; residential housing deal; purchased, cleaned up and bring in one more employee.

Chairman Sennett closes discussion from the Public, entertained a motion, and then the voting took place.

Vice-Chairman Bowersox made a MOTION for APPROVAL of case # SSCP-23-102 – Polk Gorman Properties – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT Commissioner Sanders SECONDED the MOTION which CARRIED by a vote of 7-0.

Chairman Sennett called for the second case under new business be brought forward.

2) PUBLIC HEARING CASE # RZ-23-103 – POLK GORMAN PROPERTIES – REZONING

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 0.97 +/- ACRES LAKE COUNTY RP (RESIDENTIAL PROFESSIONAL) TO CITY OF LEESBURG M-1 (INDUSTRIAL), TO ALLOW FOR A PLUMBING BUSINESS USE FOR A PROPERTY GENERALLY LOCATED SOUTH OF GRIFFIN ROAD AND EAST OF SNOWBERGER AVENUE AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.__(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR

FIRST READING ON MONDAY, MAY 8TH, 2023 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, JUNE 26TH, 2023) (Polk Gorman Properties RZ)

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

Vice-Chairman Bowersox made a MOTION for APPROVAL of case # RZ-23-103 – Polk Gorman Properties – Rezoning Commissioner Sanders SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 7-0.

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

DISCUSSION

None

ANNOUNCEMENTS

Dan Miller introduced to the Commission the newest alternate member of the Planning Commission Rosalind Peeples-Johnson, and stated moving forward from today we will be alternating Ken Simeone and Rosalind Peeples-Johnson as they are needed and thanks them both for being on the Commission.

ADJOURNMENT

Meeting was adjourned at 6:39 p.m.

Tim Sennett, Chairman

Sabrina Mitchell, Administrative Assistant II

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.3.

Meeting Date: June 26, 2023

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 0.97 +/- acres from Lake County RP (Residential Professional) to City of Leesburg M-1 (Industrial) to allow for business expansion in Industrial for a property generally located south of Griffin Road and east of Snowberger Avenue, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Polk Gorman Properties RZ)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County RP (Residential Professional) to City of Leesburg M-1 (Industrial) to allow for business expansion in industrial.

Analysis:

The project site is approximately 0.97 +/- acres, and is generally located south of Griffin Road and east of Snowberger Avenues shown on the attached maps. At this time, the property is vacant commercial. The proposal will allow for business expansion as an industrial use. The existing land uses surrounding the property are pasture improved hay, nursery, warehouse, vacant industrial, vacant commercial, warehouse, and residential. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on April 20, 2023 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning from Lake County RP(Residential Professional) to City of Leesburg M-1 (Industrial); or
2. Such other action as the Commission may deem appropriate.

Fiscal Impact:

Future development of this site will create a small positive fiscal impact on the City of Leesburg, in the

form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 0.97 +/- ACRES FROM LAKE COUNTY RP (RESIDENTIAL PROFESSIONAL) TO CITY OF LEESBURG M-1 (INDUSTRIAL) TO ALLOW FOR BUSINESS EXPANSION IN INDUSTRIAL FOR A PROPERTY GENERALLY LOCATED SOUTH OF GRIFFIN ROAD AND EAST OF SNOWBERGER AVENUE, LYING IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (POLK GORMAN PROPERTIES RZ)

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

Section 1.

Based upon the petition of M. Meredith Kirste P.A. (Petitioner) for Polk Gorman Properties of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County RP (Residential Professional) to City of Leesburg M-1 (Industrial), to-wit:

(Legal Description)
(See Exhibit A)

Section 2.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 26th day of June 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

EXHIBIT A

WILLIAM L. POLK, TRUSTEE OF THE WILLIAM L. POLK FAMILY TRUST, DATED
SEPTEMBER 14, 2005

PARCEL ID # 2119240001-000-00300

BEGIN 1081.30 FEET EAST AND 33 FEET SOUTH OF THE NORTHWEST CORNER OF THE
NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, RUN
THENCE EAST 110 ½ FEET; THENCE NORTH 382 FEET TO THE SOUTH BOUNDARY
LINE OF THE RIGHT OF WAY OF THE COUNTY ROAD; THENCE RUN WEST ALONG
THE SOUTH BOUNDARY OF SAID ROAD 110 ½ FEET TO THE POINT OF BEGINNING IN
LAKE COUNTY, FLORIDA.



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

DATE: April 20, 2023
OWNER: William L. Polk, Trustee of the William L. Polk Family Trust
PETITIONER: M. Meredith Kirste, P.A.
PROJECT: Polk Gorman Properties
REQUEST: Rezoning from Lake County Urban High Density to City of Leesburg M-1 (Industrial)
CASE NO.: RZ-23-103

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed request for an M-1 (Industrial) zoning is compatible with the current surrounding zoning districts of Lake County R-7 (Mixed Residential) and RP (Residential Professional) and with properties in the City of Leesburg zoned M-1 (Industrial) and PUD (Planned Unit Development).
2. The proposed Future Land Use designation of City of Leesburg Industrial is compatible with adjacent properties having Future Land Use designations of Medium Density Residential and Industrial and with properties in Lake County having a future land use designation of Urban High Density.
3. The site is located near existing city utilities which are available at Griffin Road.
4. The proposed zoning designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve the proposed rezoning from Lake County RP (Residential Professional) to City of Leesburg M-1 (Industrial) and forward this recommendation to the City Commission for consideration.

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

DATE: April 17, 2023
OWNER: William L. Polk, Trustee of the William L. Polk Family Trust
PETITIONER: M. Meredith Kirste, P.A.
PROJECT: Polk Gorman Properties
REQUEST: Future Land Use of General Commercial
CASE NO.: SSCP-23-102; RZ-23-103

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments – As of 04/17/2023

FIRE

No comments from Fire Department. – Amanda Stevenson 04/14/2023

ELECTRIC

Electric has no objections. – Steve Davis 03/30/2023

GAS

No comments – As of 04/17/2023

GIS

No comments – As of 04/17/2023

BUILDING

No comments – As of 04/17/2023

PUBLIC WORKS

Public Works has no issues with this item. – Clifford Kelsey 03/30/2023

ADDRESSING

No comments – As of 04/17/2023

HOUSING & REDEVELOPMENT

No comments – As of 04/17/2023

LAKE COUNTY PUBLIC WORKS

No comments – As of 04/17/2023

LAKE COUNTY SCHOOLS

No comments – As of 04/17/2023

PUBLIC RESPONSES

Approval

1 - William Bachschmidt

Disapproval

No comments – As of 04/17/2023

No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

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

DATE: April 20, 2023

OWNER: William L. Polk, Trustee of the William L. Polk Family Trust
PETITIONER: M. Meredith Kirste, P.A.
PROJECT: Polk Gorman Properties
REQUEST: Future Land Use and Zoning Amendments
CASE NO.: SSCP-23-102; RZ-23-103

GENERAL LOCATION: South of Griffin Road, East of Snowberger Avenue

FUTURE LAND USE DESIGNATION: Lake County Urban High Density

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Medium Density Residential; Industrial
South – Industrial
East – Industrial
West – Lake County Urban High Density

PROPOSED FUTURE LAND USE DESIGNATION: Industrial

EXISTING ZONING DESIGNATION: RP (Residential Professional)

SURROUNDING ZONING DESIGNATIONS:

North – Planned Unit Development (PUD); M-1 (Industrial)
South – M-1 (Industrial)
East – M-1 (Industrial)
West – Lake County R-7 (Mixed Residential); Lake County RP (Residential Professional)

PROPOSED ZONING DESIGNATION: M-1 (Industrial)

EXISTING LAND USE: Vacant Commercial

SURROUNDING EXISTING LAND USE:

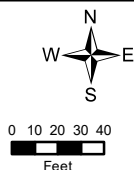
North – Pasture Improved Hay; Nursery; Warehouse
South – Vacant Industrial, Vacant Commercial; Warehouse
East – Vacant Industrial
West – Residential

PROPOSED LAND USE: Industrial (business expansion)

Aerial

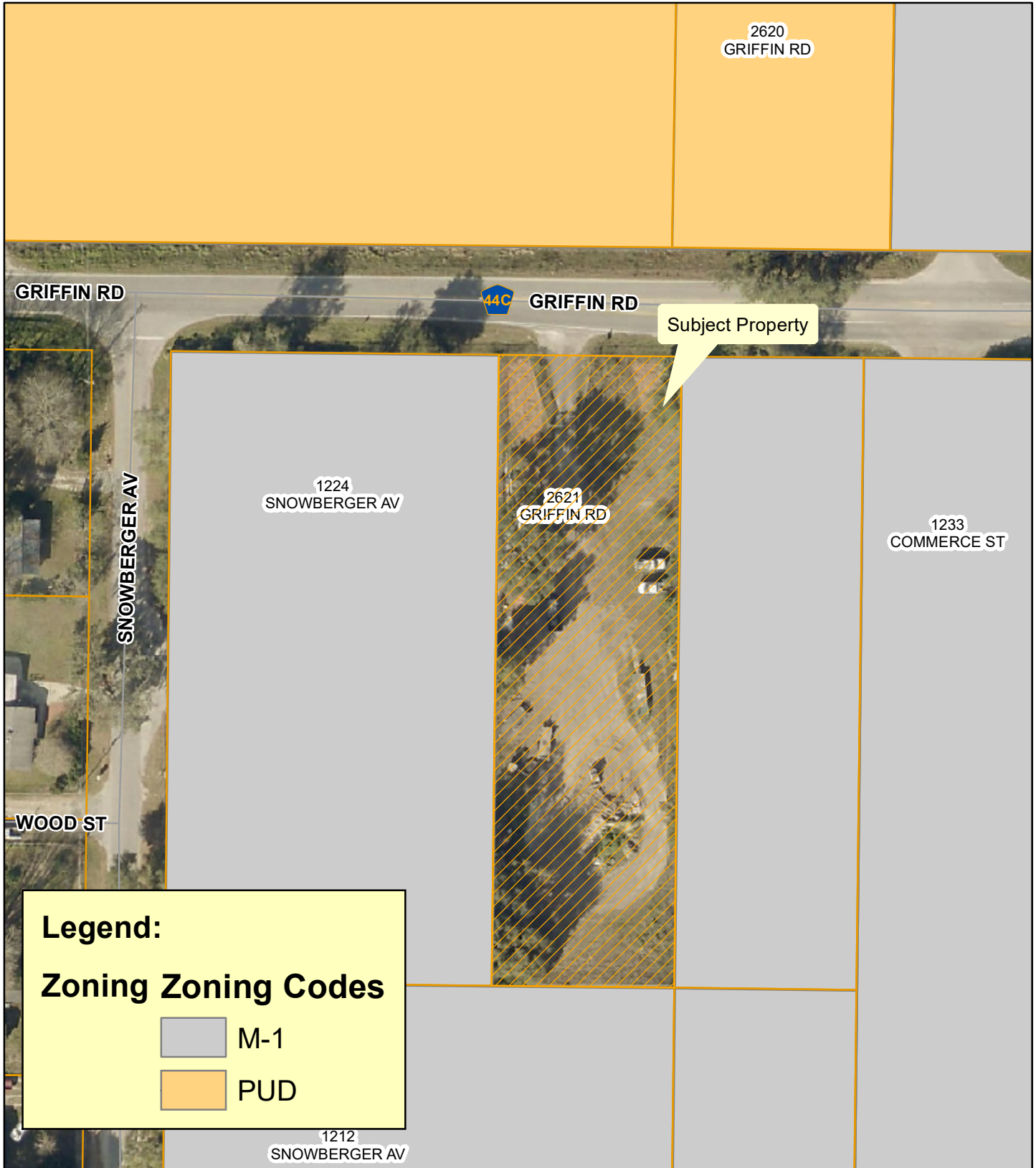


**Planning
& Zoning
Division**

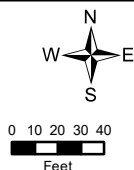


Polk Gorman Properties
ANNX-23-101; SSCP-23-102; RZ-23-103
2621 Griffin Road, Leesburg, FL 34748
Section 21 Township 19 South Range 24 East
Alternate Key: 1173388
March 27, 2023

Zoning



**Planning
& Zoning
Division**

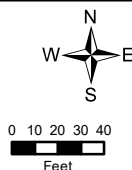


Polk Gorman Properties
ANNX-23-101; SSCP-23-102; RZ-23-103
2621 Griffin Road, Leesburg, FL 34748
Section 21 Township 19 South Range 24 East
Alternate Key: 1173388
March 27, 2023

Lake County Zoning



**Planning
& Zoning
Division**

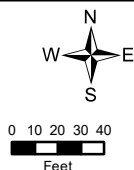


Polk Gorman Properties
ANNX-23-101; SSCP-23-102; RZ-23-103
2621 Griffin Road, Leesburg, FL 34748
Section 21 Township 19 South Range 24 East
Alternate Key: 1173388
March 27, 2023

Proposed Zoning



**Planning
& Zoning
Division**

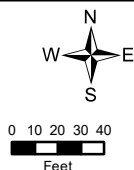


Polk Gorman Properties
ANNX-23-101; SSCP-23-102; RZ-23-103
2621 Griffin Road, Leesburg, FL 34748
Section 21 Township 19 South Range 24 East
Alternate Key: 1173388
March 27, 2023

Surrounding Land Uses



**Planning
& Zoning
Division**

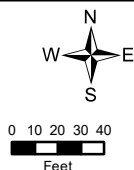


Polk Gorman Properties
 ANN-23-101; SSCP-23-102; RZ-23-103
 2621 Griffin Road, Leesburg, FL 34748
 Section 21 Township 19 South Range 24 East
 Alternate Key: 1173388
 March 27, 2023

Flood and Wetlands



**Planning
& Zoning
Division**



Polk Gorman Properties
ANNX-23-101; SSCP-23-102; RZ-23-103
2621 Griffin Road, Leesburg, FL 34748
Section 21 Township 19 South Range 24 East
Alternate Key: 1173388
March 27, 2023



LOOKING EAST ALONG GRIFFIN ROAD



VIEW NORTHWARD ACROSS GRIFFIN ROAD



REZONING SIGN POSTED ON SITE - LOOKING SOUTH



LOOKING WEST ALONG GRIFFIN ROAD



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY HALL
THURSDAY, APRIL 20TH, 2023 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, April 20th, 2023, at City Hall.

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

The following Commission members were present:

Tim Sennett - Chairman
Ted Bowersox – Vice-Chairman
John O’Kelley
Nathaniel Sanders
Frazier Marshall
Ze’Shieca Carter
Ken Simeone
Rosalind Peeples-Johnson

The following Commission members were absent:

Stewart Kaplan

City staff in attendance included Dan Miller, Planning & Zoning Director, Sabrina Mitchell, Administrative Assistant II, Kandi Harper, Senior Planner, Christine Rock, Senior Planner, Dianne Yekel, Senior Planner, Max Van Allen, Planner, Melissa Medders, Planner and City Attorney Grant Watson was also present.

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

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

dates are tentatively scheduled.

DRAFT SUMMARY MINUTES OF THE PLANNING COMMISSION MEETING FOR THURSDAY, MARCH 23RD, 2023.

Vice-Chairman Bowersox moved to APPROVE the draft minutes from the MARCH 23RD, 2023 meeting. Commissioner Sanders SECONDED the motion, which PASSED by a vote of 6-0.

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

Chairman Sennett called for the first case under old business be brought forward.

NEW BUSINESS

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

1) PUBLIC HEARING CASE # SSCP-23-102 – POLK GORMAN PROPERTIES – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING 0.97 +/- ACRES FROM LAKE COUNTY URBAN HIGH DENSITY TO CITY OF LEESBURG INDUSTRIAL FOR A PLUMBING BUSINESS USE FOR A PROPERTY GENERALLY LOCATED SOUTH OF GRIFFIN ROAD AND EAST OF SNOWBERGER AVENUE AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, MAY 8TH, 2023 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, JUNE 26TH, 2023)** (Polk Gorman Properties SSCP)

Chairman Sennet stated for the record to discuss the next two cases together and vote on each case separately.

Dan Miller introduced case number #SSCP-23-102 – Polk Gorman Properties – Small Scale Comprehensive Plan Amendment and case number #RZ-23-103 Rezoning into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

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

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

Department Review Summary: This case was sent out to all the different City departments there were no comments from City Staff. Public responses - no responses from the City of Leesburg notice requirements, Staff did receive one approval in favor of project in response to the posted signs and newspaper.

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

Chairman Sennett stated if the Commission have any questions of Staff.

Commissioners, and Mr. Miller discussed plumbing business; surrounding existing land use to west residential; page 25; Dan Miller replied surrounded by industrial, west of Snowberger; run into residential, filling in a spot; needs to be industrial, and went over surrounding land uses map for clarification purposes.

Bill Polk stated it's a wholesale plumbing outlet and to the west is my property this business has been in Leesburg for forty-five years; largest plumbing outlet in U.S., it's an enclave never got put in; residential housing deal; purchased, cleaned up and bring in one more employee.

Chairman Sennett closes discussion from the Public, entertained a motion, and then the voting took place.

Vice-Chairman Bowersox made a MOTION for APPROVAL of case # SSCP-23-102 – Polk Gorman Properties – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT Commissioner Sanders SECONDED the MOTION which CARRIED by a vote of 7-0.

Chairman Sennett called for the second case under new business be brought forward.

2) PUBLIC HEARING CASE # RZ-23-103 – POLK GORMAN PROPERTIES – REZONING

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 0.97 +/- ACRES LAKE COUNTY RP (RESIDENTIAL PROFESSIONAL) TO CITY OF LEESBURG M-1 (INDUSTRIAL), TO ALLOW FOR A PLUMBING BUSINESS USE FOR A PROPERTY GENERALLY LOCATED SOUTH OF GRIFFIN ROAD AND EAST OF SNOWBERGER AVENUE AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.__(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR

FIRST READING ON MONDAY, MAY 8TH, 2023 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, JUNE 26TH, 2023) (Polk Gorman Properties RZ)

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

Vice-Chairman Bowersox made a MOTION for APPROVAL of case # RZ-23-103 – Polk Gorman Properties – Rezoning Commissioner Sanders SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 7-0.

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

DISCUSSION

None

ANNOUNCEMENTS

Dan Miller introduced to the Commission the newest alternate member of the Planning Commission Rosalind Peeples-Johnson, and stated moving forward from today we will be alternating Ken Simeone and Rosalind Peeples-Johnson as they are needed and thanks them both for being on the Commission.

ADJOURNMENT

Meeting was adjourned at 6:39 p.m.

Tim Sennett, Chairman

Sabrina Mitchell, Administrative Assistant II

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: June 26, 2023

From: 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 an effective date.

Staff Recommendation:

Approve the Ordinance to amend the City Code of Ordinances by amended 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. Approve Ordinance as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None

ORDINANCE NO. 2023-_____

**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 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

CODING: Words in ~~struck through~~ type are deletions from the existing Ordinance;
Words in underscoring type are additions.

the cost of construction. The cost must be posted by the developer. The 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.

CODING: Words in ~~struck through~~ type are deletions from the existing Ordinance;
Words in underscored type are additions.

- (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.

CODING: Words in ~~struck through~~ type are deletions from the existing Ordinance;
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 _____, 2023 by the City Commission of the City of Leesburg, Florida.

James A. Burry, Jr., Mayor

ATTEST:

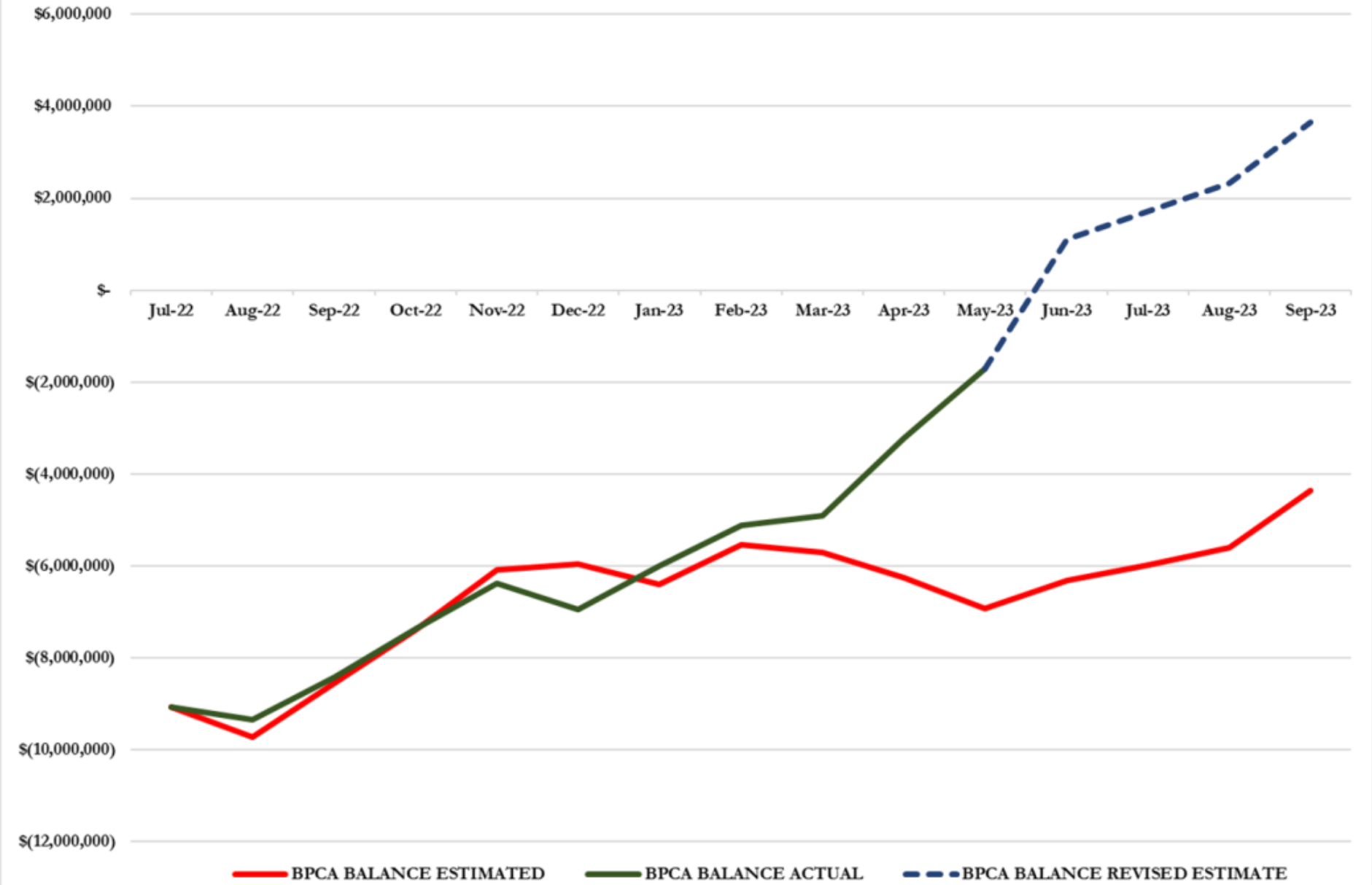
J. Andi Purvis, City Clerk

Approved as to form:

William Grant Watson, City Attorney

CODING: Words in ~~struck through~~ type are deletions from the existing Ordinance;
Words in underscoring type are additions.

LEESBURG ELECTRIC BULK POWER COST ADJUSTMENT ESTIMATED & ACTUAL COMPARISON



COST OF WHOLESALE ENERGY PER MEGAWATT

