

**AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, SEPTEMBER 25, 2023 5:30 PM**

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS:

3. PRESENTATIONS:

A. Employee Service Award Recognitions:

Five Years: Stephano D'Agostino, Police; and Johnathan Hernandez, Police

Ten Years: Leonides Gonzalez, Fire

Twenty Years: Michelle Kauffman, Library

Twenty-Five Years: Chad Conklin, WasteWater Collection; and David Robinson, Police

4. PUBLIC COMMENTS:

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

5. CONSENT AGENDA:

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

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held September 11, 2023

2. Special meeting (Tentative Millage & Budget) held September 14, 2023

B. PURCHASING ITEMS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement with Compost USA; and providing an effective date.**
- 2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment Two with Odyssey Manufacturing Company to provide the annual requirements of liquid sodium hypochlorite (aka chlorine) for the City's water and wastewater operations, providing for a unit price cost adjustment; and providing an effective date.**
- 3. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a contract amendment with WHM Services, LLC. for structure demolition services; and providing an effective date.**
- 4. Resolution of the City Commission of the City of Leesburg, Florida authorizing execution of Amendment One to an existing agreement with Otto Environmental Systems North America, Inc. extending the contract and adding an additional item; and providing an effective date.**

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida, Vacating a Right-of-Way and Utility Easement as recorded in Official Records Book 1270, Page 1788, Public Records of Lake County, Florida; providing for the repeal of prior inconsistent resolutions; providing for severability; and providing an effective date.**
- 2. Resolution of the City Commission of the City of Leesburg, Florida, approving the inventory list of publicly-owned surplus property suitable for affordable housing that is owned by the City of Leesburg and the Carver Heights / Montclair Area Community Redevelopment Agency; and providing an effective date.**
- 3. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and the City Clerk to execute a Cost Share Agreement between the St. Johns River Water Management District and the City of Leesburg; and providing an effective date.**
- 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. 78, Unit No. 79, Unit No. 80, Unit No. 81, Unit No. 82, and Unit No. 83 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. 84 as described therein; and providing an effective date.**
 - 6. 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 roadways located within Chinook Court and additional right-of-ways within Villages of West Lake Unit Nos. 82 and 83 as described therein; and providing an effective date.**
 - 7. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to Execute a New Memorandum of Agreement with U.S. Customs and Border Protection, defining new terms of the Leesburg International Airport User Fee Facility; and providing an effective date.**
 - 8. Resolution of the City Commission of the City of Leesburg, Florida, amending the Workday Schedule and Fee Schedule for aircraft inspection and clearance at Leesburg International Airport, by the U.S. Customs and Border Protection; and providing an effective date.**
 - 9. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Fifth Amendment to Memorandum of Understanding between The City of Leesburg and The Villages of Lake and Sumter, Inc., related to U.S. Customs and Border Protection services at Leesburg International Airport; and providing an effective date.**
 - 10. Resolution of the City Commission of the City of Leesburg, Florida, presenting a determination on the implementation of the PURPA (Public Utility Regulatory Policies Act) Standards contained in the Energy Policy Act of 2005; and providing an effective date.**
 - 11. Resolution of the City Commission of the City of Leesburg, Florida authorizing a four-year extension to the current agreement with Florida Blue to provide administrative services for the City's group health insurance plan; and providing an effective date.**

12. Resolution of the City Commission of the City of Leesburg, Florida authorizing execution of an agreement with Sun Life Assurance Company of Canada to provide Excess Stop Loss Insurance for the City's group health insurance plan; and providing an effective date.
13. Resolution of the City Commission of the City of Leesburg, Florida, appointing one regular and two alternate members to the Leesburg Planning Commission; and providing an effective date.
14. Resolution of the City Commission of the City of Leesburg, Florida, appointing one Library Advisory Board member to a five-year term ending September 30, 2028; and providing an effective date.

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

- A. Public Hearing on the proposed millage and proposed budget for Fiscal Year 2023-24
 1. Announce the name of the taxing authority, the rolled-back rate, and the millage rate to be levied.
 2. Discuss the proposed aggregate millage rate
 3. Request comments from the public regarding adoption of the final millage rate
 4. Resolution of the City Commission of the City of Leesburg, Florida finally adopting 3.4752 mills as the Fiscal Year 2023-24 millage rate for the City of Leesburg, Florida, representing the current year proposed aggregate millage rate of 3.4752 which is 0.00% more than the current year rolled back rate; and providing an effective date.
 5. Request comments from the public regarding adoption of the final 2023-24 Budget
 6. Resolution finally adopting the Fiscal Year 2023-24 Budget
 7. Announce the adopted millage rate
- B. SECOND READING OF ORDINANCES:

1. **An Ordinance of the City of Leesburg, Florida, further amending the City of Leesburg Retirement Plan for General Employees, adopted pursuant to Ordinance No. 18-31, as subsequently amended; amending Section 6, Benefit Amounts and Eligibility; amending Section 5, cost of living adjustment; providing for codification; providing for severability of provisions; repealing all ordinances in conflict herewith; and providing an effective date.**
2. **An Ordinance amending the comprehensive plan of the City of Leesburg, Florida, changing the future land use map designation of certain property containing 8.03 +/- acres from Medium Density Residential to High Density Residential, for a multi-family development on a property generally located south of Park Holland Road and east of Picciola Road as legally described in Section 15, Township 19 South, Range 24 East; Lake County, Florida; and providing an effective date. (PMF Leesburg SSCP)**
3. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 8.03 acres from PUD (Planned Unit Development) and C-3 (General Commercial) to SPUD (Small Planned Unit Development) for a property generally located south of Park Holland Road and east of Picciola Road, as legally described in Section 15, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (PMF Leesburg PUD)**

C. FIRST READING OF ORDINANCES:

1. **An Ordinance of the City of Leesburg, Florida, correcting a scrivener's error on Ordinance 22-17, Hills at Leesburg; pertaining to side setbacks, and adding a requirement for gutters; for a property consisting of approximately 41.69 acres; and being generally located east of County Road 44 and north of Seng Road, as legally described in Section 01, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Hills at Leesburg PUD scriveners)**

D. NON-ROUTINE ITEMS:

1. **Resolution of the City Commission of the City of Leesburg, Florida requesting approval to proceed with the special event permitting process for the Shamrocking BBQ & Beer Festival event on March 15-16, 2024; and providing an effective date.**

7. INFORMATIONAL REPORTS:

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

A. Financial Reports as of July 2023

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. ROLL CALL:

11. ADJOURN:

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

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

**AGENDA MINUTES
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, SEPTEMBER 11, 2023 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, September 11, 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.

He announced that items 6.A.1 and 6.A.2, the second reading of ordinances for the PMF Leesburg SSCP, would be postponed until the September 25th city commission meeting. The commission will not be discussing these items tonight.

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.

Bill Polk of 600 Cascade Avenue, Leesburg commented that he had hoped someone would have brought up that today is September 11th. On September 11, 2001, the United States was attacked in New York where 2,799 innocent people were killed. He wanted to thank God for those that died for us. We live in a great nation and a great city. He hoped that everyone understood what we truly have here.

5. CONSENT AGENDA:

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Item pulled for discussion:

5.C.6 - Appointing members to the Leesburg Electric Advisory Board

Commissioner Reisman moved to adopt the Consent Agenda except for 5.C.6, and Commissioner Pederson 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 August 28, 2023

B. PURCHASING ITEMS:

1. Resolution of the City Commission of the City of Leesburg, Florida authorized the Mayor and City Clerk to execute Amendment Three to Brightview Landscape Services, Inc.; and providing an effective date.

ADOPTED RESOLUTION 11,375

2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement with

Faithworks Total Ground Maintenance, LLC and Pierce Landscaping and Outdoor Services, LLC for Lot Mowing, Debris Clean-Up & Board-Up Services; and providing an effective date.

- a. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement for Lot Mowing, Debris Clean-Up & Board-Up Services with Faithworks Total Ground Maintenance, LLC.; and providing an effective date.**

ADOPTED RESOLUTION 11,376

- b. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement for Lot Mowing, Debris Clean-Up & Board-Up Services with Pierce Landscaping and Outdoor Services, LLC.; and providing an effective date.**

ADOPTED RESOLUTION 11,377

3. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Task Order with Jones Edmunds and Associates, Inc. for design and engineering services for Lift Station 72 Bypass Force Main Project; and providing an effective date.**

ADOPTED RESOLUTION 11,378

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida accepting and approving a First Amendment to Agreement for the Utility Construction Reimbursement (Pioneering) agreement between the City of Leesburg and Stanley Martin Homes, LLC; and providing an effective date.**

ADOPTED RESOLUTION 11,379

2. **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 11,380

3. **Resolution of the City Commission of the City of Leesburg, Florida authorizing and directing the Mayor and City Clerk to execute a natural gas service agreement between the City of Leesburg and City Homes Leesburg, LLC, for the purpose of installing and providing natural gas service and setting forth the terms to the development known as Silver Lake Estates Phase I; and providing an effective date.**

ADOPTED RESOLUTION 11,381

4. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Lift Station and Utility Easement to the City of Leesburg from Hometown Lakes at Leesburg, L.L.C., for the purpose of granting the City an Easement over the property described therein; and providing an effective date.**

ADOPTED RESOLUTION 11,382

5. **Resolution of the City Commission of the City of Leesburg, Florida repealing Resolution No. 11,353 in its entirety and authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and TLC Banning Ranch, LLC, for the purpose of setting forth the terms under which the city will provide natural gas service to the development to be known as Banning Ranch Phase I and Banning Ranch Phase II; and providing an effective date.**

ADOPTED RESOLUTION 11,383

6. **Resolution of the City Commission of the City of Leesburg, Florida appointing members to the Leesburg Electric Advisory Board; and providing an effective date.**

ADOPTED RESOLUTION 11,384

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 stated in 2017 the city commission modified the city code and created an electric advisory

board. However, that board was never filled. The purpose was to create an advisory board that would help the city commission review the operations of the electric department. That body would help set rates and they would have sort of a quasi-authority. There were several reasons why that committee was never appointed, but essentially, it was because they did not receive interest from the public at that time to serve on the board. Since that time, a few things have happened. At the last legislature's executive session, the municipal electric utilities saw an assault on how we do operations. He has not seen anything like this throughout his career in Florida, which is over twenty years. An example of what he learned from that session was if the state legislature sought to change the way we operate in terms of transfers, and how we are regulated, that model would be some type of utility authority model. A utility authority model or the electric authority, would ultimately have all control of operations. Examples of that are the JEA (Beaches Energy Services), OUC (Orlando Utilities Commission), Key West Energy (Keys Energy Services) and KUA (Kissimmee Utility Authority). There are a few municipal electric utilities where the city commission manages all the operations and some of those are the City of Lakeland Electric and the City of Tallahassee. In any case and in preparation of what is potentially going to be a new world order and a new way of how municipal utilities operate in the State of Florida, he advised that they create this advisory board to assist and guide the city in managing its electric operations. The concept of the advisory board is to receive information, input, and give all of the rate payers feedback and an opportunity to guide and regulate our municipal-owned utility. In this region, the city serves three cross-sections of residences. The City of Leesburg has almost 60,000 electric customers and that customer base is split at about 50% between inside and outside the city limits. This committee will seek input from all of our customer base. Not only do we have customers located inside the city limits, we have customers located in the City of Fruitland Park and unincorporated Lake County. We also have commercial customers. The concept is to seek guidance from all of our customer bases. It would be a five-member board. We will have residential representatives that cover the City of Fruitland Park, unincorporated Lake County, and the City of Leesburg. We will also have two commercial representatives; one large electric and one small electric customer. The commission needs to appoint a representative to each of those dichotomies of membership. Once the board has been appointed, they will start meeting on a regular basis or as that committee deems fit. The first meeting would be to bring the electric advisory board up to snuff on how electric utilities operate in the State of Florida with the different types of utilities and how they function. It would be an electric 101 class, where they go over and review the differences and the components that make up electric utilities. From generation, wheeling generation, transmission and the distribution aspects of the customer service aspects. It would cover rudimentary things about how they will get through the last quarter. As they get into the new year, they will start breaking it down more. They will go over the system to educate the board, so when they start moving closer to the next budget timeframe they will know how to review the parameters of the budget process. They will know where we spend money, why we spend money, and the rate structure. The committee will submit input for a recommendation to the city commission. Ultimately, by mid-year of 2024 they can provide their input as they review the electric fund budget. In the commission packets there were about twelve different applications but there were only five openings. Tonight, they need to go through the applications which are collated with the different sectors and decide who they would like to appoint. The city code calls for two-year terms and with this being a new committee, there will be staggered terms. They had to split the terms initially, so they decided to make the commercial appointees serve a one-year term and the residential appointees would serve a two-year term. At the end of the first year, they appoint or reappoint the commercial representatives for a two-year term. The second year it will be the residential representatives. That is how they will meet the two-year staggered terms. The way the agenda was laid out, they will pick the residential appointments first; which are Leesburg, Lake County and Fruitland Park. They will then tackle the large and small commercial appointments. **Mayor Burry** stated if the applicants are in attendance he would like to hear from them prior to appointment.

Commissioner Reisman made a motion to appoint Jack Braton as the City of Leesburg board member

and Commissioner Pederson 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 appointed Jack Braton as the City of Leesburg board member.

Mayor Burry asked if there were appointees in attendance that are Lake County residential customers. He asked if they would inform the commission of their qualifications.

Moise Graham of 2419 South Avenue, Leesburg stated he works for Duke Energy and he has been there for twelve years. He first started as a groundman in distribution. He then went to energy efficiency and he was there for six years. During that time, he oversaw contractors that did the energy efficiency upgrades with insulation, HVAC repair, hot water heater repair and he resolved Public Service Commission complaints. He is now back in distribution and he oversees contract resources.

Timothy Morris of 9605 Silver Lake Drive, Leesburg stated he resides right next to the college and he works for Ernie Morris Enterprises. He would love to serve on the board because he knows how to tear a budget apart. He can find out where revenues are coming from and where expenses are going. He knows how to make things a little leaner, because that is what he does through his business. They serve all of the southeast, which covers eight states. They know how to grow their business and look at the receivables and payables. They know how to make things work in hard environments. That is why he was interested in being a member of this committee.

Angela Wade of 218 Prince Drive, Leesburg, said she was a fairly new resident. She and her husband moved here last November. Her intent for serving on the board is to give back to the community. She was a GS-12 for the Department of Defense. She was a leading petty officer in the Naval reserve. She was on the board as a consumer advocate down in Port Charlotte. With being retired she has the time and interest to serve on the board.

Commissioner Reisman questioned if there could be an issue with Moise Graham working for Duke Energy and being on this board. **CA Watson** answered there may be some concern, but nothing that would disqualify him. There could be some potential conflicts of interest that may arise in terms of advising Leesburg Electric and being employed by Duke Energy. He was not sure what kind of authority he might have. However, there could certainly be a scenario where there might be a conflict that could arise under those circumstances. He could disclose that conflict and work out of that, but it could be a challenge at times.

Commissioner Pederson made a motion to nominate Timothy Morris to the electric advisory board and Commissioner Reisman seconded the motion.

Commissioner Reisman mentioned to Ms. Wade that there are a lot of openings on other boards. He asked her to reach out to the city clerk on those boards, because she would be a great asset to the city.

The roll call vote was:

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

Five yeas, no nays, the Commission appointed Timothy Morris to the electric board.

Mayor Burry pointed out that they were moving into the Fruitland Park residential appointment. He asked the applicants if they would like to speak.

Thomas Jemison of 3089 Collins Court, The Villages of Fruitland Park stated his background was in engineering. He was a plant manager for a medium-sized chemical plant of seventy-five employees. They were a large industrial user and consumer of electricity and natural gas. He has had a long-term interest in energy. He is a proponent of more greener energies that are going on right now. He had a father who was an electrician and he worked for a big aluminum company until he became a building inspector. His son is a senior engineer in transmission line work for Evergy, which is in Kansas City. They are a State of Kansas utility supplier. He has interests outside of The Villages and he would like to do something for the community. He saw this opportunity pop up and he believed he could add something to the group.

Mark Schwartz of 918 Hawk Landing, Fruitland Park stated he was a nineteen-year resident of Fruitland Park. He has watched the growth around him. He could offer the perspective of being a Leesburg-based company that relies on utilities. One unique thing he brings to this is that he is a communications professional. As we learned in the past, it is not necessarily what is being done, it is how it is conveyed to the customers and constituents. That is one thing he could bring to the board.

Commissioner Reisman made a motion to appoint Mark Schwartz to the electric advisory board and Commissioner Pederson seconded the motion.

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 appointed Mark Schartz to the electric advisory board.

Mayor Burry stated they were now moving to the commercial utility users where the appointments would be for one year. He asked if there were any applicants who wished to speak.

Amanda McLea, representing Lake Medical Imaging, said she has been an employee for twenty-one years. She is the facilities director for Lake Medical Imaging and she oversees all seven facilities in the City of Leesburg. Their usage is pretty high and monthly they exceed one hundred thousand kilowatts. She does not claim to be a subject matter expert in the utility department although she does have family in that industry. She is a team player and she handles budgeting every day in her career. She could bring that expertise to the table and she works well with others.

Dan Robuck of 610 East Main Street Leesburg stated he was the owner of RoMac Building Supply. He mentioned that it was nice to be on the other side of the credenza. They are large users of power. Last month their utility bill was about \$15,500, so it is something he notices each month. When he was on the

commission, he spent eight years as the representative for the FMPA as the policy-maker liaison. He was the chairperson there for two years and he knows all the people there. He had mixed feelings about applying for the board and it is not something he wants to do for a long period of time. He would be happy to do it for one to three years max. There would be some benefit to having some continuity and understanding of the commission side and understanding of the electric side. He does like to see other people getting an opportunity to volunteer. He has a good idea on how the electric department runs and he has always wanted to learn more. He was happy to help if it was needed.

Commissioner Pederson indicated that Amanda McLea would do a great job with no reservations, but with Dan Robuck's experience, he has more than anybody in the room. He has eight years on the city commission and eight years on the FMPA. He would bring a lot of wisdom. He would support Dan Robuck. **Commissioner Reisman** agreed that Dan Robuck does bring a lot of knowledge and experience because he has sat on multiple boards. However, Amanda McLea is a very qualified candidate as well. He would like the commission to consider her too. They are both highly qualified candidates. This is an advisory board to the city commission. People in the community will go to these people to talk to them and they are the buffer between the city and the commission. They are both very qualified candidates.

Commissioner Pederson made a motion to nominate Dan Robuck to the electric board as the large commercial user and Commissioner Berry seconded the motion.

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 nomination of Dan Robuck to the electric advisory board.

Mayor Burry said lastly, they have a small commercial user. There was only one application received from Jessie Flinn from Gourmet Today. She would be the fifth appointee and it is a one-year term.

He asked the city attorney if they needed to make a motion to approve the slate as presented. **CA Watson** responded that he thought they were okay with the roll call vote that was preceded, but if they want to make a motion to approve the slate, to eliminate any doubt that would be appropriate.

Commissioner Reisman made a motion to approve the slate for the electric advisory board and Commissioner Pederson 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 resolution and approved the slate for the electric advisory board.

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

A. SECOND READING OF ORDINANCES:

- 1. An Ordinance amending the comprehensive plan of the City of Leesburg, Florida, changing the future land use map designation of certain property containing 8.03 +/- acres from Medium Density Residential to High Density Residential, for a multi-family development on a property generally located south of Park Holland Road and east of Picciola Road as legally described in Section 15, Township 19 South, Range 24 East; Lake County, Florida; and providing an effective date. (PMF Leesburg SSCP)**

Mayor Burry remarked that at the beginning of the meeting he informed the public that this item would not be addressed this evening. It has been moved to the September 25, 2023 meeting.

- 2. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 8.03 acres from PUD (Planned Unit Development) and C-3 (General Commercial) to SPUD (Small Planned Unit Development) for a property generally located south of Park Holland Road and east of Picciola Road, as legally described in Section 15, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (PMF Leesburg PUD)**

This item was pulled from the agenda.

- 3. 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 to clarify the residential development units to which natural gas line and appliance installation requirements apply; providing for severability; providing for inclusion in the Code of Ordinances; providing of conflicts; and providing an effective date.**

ADOPTED ORDINANCE 23-53

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

Commissioner Reisman made a motion to adopt the ordinance 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	No

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

B. FIRST READING OF ORDINANCES:

- 1. An Ordinance of the City of Leesburg, Florida annexing certain real property consisting of approximately 12.5 acres, generally located west of County Road 468 and north of Jones Drive, as legally described 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. (Homes in Partnership/CWC)**

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.

Kandi Harper, Senior Planner, stated this property was located in West Leesburg. It is north of Jones Drive and west of County Road 468. It is 11.7 acres. The overall request is to annex the property into the city with the accompanying small-scale comprehensive plan and PUD zoning districts. The comprehensive plan is going from Lake County urban medium to City of Leesburg low density residential. The zoning will go from Lake County residential professional to City of Leesburg small planned unit development and R-2. The proposal consists of twenty-five single-family residential dwelling units. The density is about two point two dwelling units per acre. Within the PUD, it is single-family residential only. The lots will be sixty feet in width by one hundred and twenty feet in length for seven thousand two hundred square feet per lot. The minimum house lot size is one thousand five hundred square feet. There can be two stories up to thirty-five feet tall. The setbacks from the front are thirty feet and the sides are seven and a half and the rear is eighteen. These will be pretty nice lots and houses. There is a minimum of two-car garages with architectural standards and dark sky lighting. The wetlands are protected with twenty-five foot buffers. Trees are required in the front and backyards. The planned unit development requires fencing of either a four foot split rail fence or a six foot vinyl fence. The access points are from Veech Road. A separate recreational area of five thousand square feet is required and all other standards of the PUD requirements are in force. There were no substantive comments from the city departments. Per the State of Florida and City of Leesburg requirements, the project was sent to the surrounding property owners and no negative responses were received. There were two positive responses.

Mayor Burry asked if there were any comments or questions. **Commissioner Berry** stated this was a wonderful idea for district one. It sounds like the lot sizes will be decent. She welcomed the idea of having an actual housing community in the area. That would be wonderful. **Mayor Burry** stated this item would lay over until the October 9th meeting.

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 12.5 +/- acres from Lake County Urban Medium Density to City of Leesburg Low Density Residential, for a property generally located west of County Road 468 and north of Jones Drive, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Homes in Partnership/CWC)**
3. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 12.5 +/- acres from Lake County RP (Residential Professional) to City of Leesburg SPUD (Small Planned Unit Development) and R-2 (Medium Density Residential) to allow for single family development for a property generally located west of County Road 468 and north of Jones Drive, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Homes in Partnership/CWC)**
4. **An Ordinance of the City of Leesburg, Florida, further amending the City of Leesburg Retirement Plan for General Employees, adopted pursuant to Ordinance No. 18-31, as subsequently amended; amending Section 6, Benefit Amounts and Eligibility; amending Section 5, cost of living adjustment; providing for codification; providing for severability of provisions; repealing all ordinances in conflict herewith; and providing an effective date.**

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

Mayor Burry requested comments from the Commission and the audience.

CM Minner informed them that this ordinance was requested by the general employees' pension board. There are three different pensions in the city. We have a pension that is funded by the police benevolence association for certified police officers and the ranking staff. The IAFF does pretty much the same for the fire department, and the general employees' pension fund that covered every city employee in the city, but police and fire up until October 1, 2008. That was when they closed that plan. They are still required to fund that pension so that it is actuarially sound.

Effective October 1, 2008, any employee hired after that has moved into the defined compensation plan where the city provides a five percent contribution into a 401k for those employees. Employees that were hired prior to that pension closing were also put into that defined compensation plan. The purpose of closing the plan was due to the economy crashing and revenues were scarce. The common reaction of many municipal corporations was to close pension plans as a way to save money and lower the tax burden. In the last three to four years, we have seen the action of closing the plan start to generate some revenue for the city and that is a reciprocal generated revenue for the city, which means it reduces our liability. As we saw the requirement for the actuarial funding for that plan go down, we have kept our funding level, which actually over funded the plan with the perspective of the city not funding that plan in our years because it would become less and less. The closed plan would be actuarially viable without our funding. However, we are not there yet. In this year's budget discussions they saw one million dollars

of funding for an actuarial reliability of five hundred thousand dollars. We are basically doubling the requirement for funding. From a financial standpoint, for the city, that is a good thing. It quickens the time that we ultimately would not have to vest. Right now there are about 250 retired employees or beneficiaries who collect a pension from that fund. There are probably about 115 employees that are vested or eligible to receive those monies. The board has asked for a pension modification that increases the benefits. From management's perspective, whenever you change or increase a pension benefit, that increases your costs. For this, he recommended, in one form or fashion, that the city grant the pension board's requests. The plan right now provides a COLA for vested employees at age 68 and the typical retirement age is 65. That would be three years after retirement when those recipients who are vested and retired would be eligible for COLA increases every year. However, it starts the third year after they have retired. They requested consideration of two options; one would be that the COLA be effective at age 65. If they opted to do that, the increase would be about \$557,000. The second option is a little more lucrative and that is that the COLA is effective for early retirement without penalty. There is an early retirement option in that plan whereby when you reach the age of 63 and have a certain number of years' of service, you are eligible for vesting and pension without penalty. If they allow the COLA to be effective for early retirement recipients, the cost increases to \$605,000. Overall, it would be an increase of either seventy-two thousand dollars a year or one hundred grand a year. Being that we have moved in the last three fiscal years having significant funds, if we continue to contribute double the actuarial requirement, the funds would be available. The increase in pension and the increase in liabilities would not be significant. As long as we continue to budget down that path, we will still have a declining liability. There are about 370 or so employees in rough numbers and those are the senior employees who have been through the ringer. They have stayed steadfast with this organization from the initial freezing of the plan to different health care cutbacks. It really is a de minimis request to try to increase their benefits, especially now in light that we have some savings that we can share and it does not put the city in a bad fiscal position. It would help the remaining retirees who are vested. Pursuant to the rules of a pension plan, ordinances are required to modify the plan. That is why they will hear this at the second reading, which will include a public hearing. They will then make the determination of whether to make no changes or make the 65 year COLA increase or make the COLA increase to the early retirement age of 63.

Commissioner Pederson asked what other municipalities are doing, what is customary. He is from the corporate world and he does not ever remember a pension being modified. **CM Minner** responded that the answer lies all over the map. Police and fire are definitely separate in terms of how pensions are managed because of the high stress, low retirement age, and their types of duties. In the State of Florida there are different and better pension plan factors; early retirement issues and across the board, they will see police and fire plans, at a higher cost to fund and they have greater benefits. General employee pension funds are a rare breed these days. Many municipal corporations, like Leesburg, made the same decision to freeze the plans to save money. At that time, the plans were not the most competitive. It was probably a little better than the defined compensation plan they receive now. He does not know if that can really be compared. However, the request is reasonable. It is not an over-lucrative defined benefit and, because of actuarial factors and the over-funding of the pension plan over the last several fiscal years, it has put us in a position where we can absorb a minor increase. It does give some goodwill to the employees and it helps the senior employees subsidize some of their retirement. The senior employees will receive their 401k to supplement the closed pension fund because they also froze their earnings at that time. For example, if an employee was working here in 2008 and they made fifty thousand dollars a year, that employee could now be making seventy five thousand, but the fund was frozen at the amount they were making in 2008. It does not include their pay growth over the last twenty years. At the end of the day, pension funds are difficult for the city to fund. They are not typical these days, but this request is not out of the ordinary and it is reasonable given the financial position of the fund and how we have gone about managing the pension fund. **Commissioner Pederson** mentioned that it caught his attention when

he referred to the longer-term employees, the ones that have been here since 2008 or before. **Mayor Burry** stated this item would lay over until September 25, 2023.

C. NON-ROUTINE ITEMS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Asset Transfer Agreement with the Leesburg Partnership; and providing an effective date.**

ADOPTED RESOLUTION 11,385

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 stated the Leesburg Partnership (LP) requested that the city absorb the special events. There have been discussions about this over the last two commission meetings. He provided a presentation to the commission at their last meeting which showed a model of how the city would take over the special events. He showed how it would be done and how it would be funded. There were a lot of unanswered questions, but most of them involved revenue issues and what events the city would pick. At the end of the day, the important thing is the passage of the city taking on the special events and not the LP. The city commission will determine what events we do. He provided a format for how we would have certain types of major events, which includes the Fourth of July, Holiday Festivals, and perhaps a continuation of Bikefest or some other type of event. Those are the major events that the community can come to free of charge. The secondary events would be different things that the city would sponsor; like the daddy-daughter dance, the boo bash which includes different slides, and perhaps a movie night. The ticketed events like the chili cook-off and the fish fry would be events reserved potentially for other not-for-profit organizations. At the last meeting, the city commission by consensus gave him the direction to fund the special events pursuant to the proposal. In doing that, we would need to hire two and a half employees. Those positions would go into the recreation department budget. It would be supervised by Travis Rima, the recreation director. There would be a special events division of the recreation department and it would be funded with the CRA monies from downtown. There are other communities in Lake County that use their TIFF money to cover this. After that meeting, they put advertisements with the job descriptions based on the commission's direction. It was determined through some conversations between him and the LP executive board that the next step would be to go over the questions that came up from the LP board, which included the legal actions for why the LP asked the city to take the events over and what needed to be done with the assets moving forward. At that time, they thought it would be best to wait to announce it until the budget was approved, but there were things that needed to be done. After discussions with the city attorney and a couple of folks from the LP, it was determined that they needed an asset transfer agreement listing what assets would be transferred. He met with the LP executive board and the board of directors and, pursuant to their bylaws, the LP had to make a formal vote to transfer the assets, the naming rights of the Leesburg Bikefest and the equipment to the city. The LP board of directors met on Thursday, September 7th at 8:30 a.m. at their office to discuss and debate and he was present for questions. The important thing to note is that the city commission or the city did not ask for

this. He stressed that to the board through their discussions. The number one priority is that Leesburg continues to have quality events that represent the City of Leesburg well. They need to show that Leesburg is a great place to live, work, and play. There was much discussion but in the end, the LP board of directors had an official vote of ten to one that the asset sales agreement be approved and that is what the commission would vote on tonight. The agreement squarely provides for the assets, the cash, and the equipment of the LP going to the City of Leesburg, as well as the naming rights for Bikefest. The naming rights for Bikefest were important, so that when the commission determines what to do with Bikefest, this body would be in control of that trademark and that was significant. It is a significant trademark and moniker that needs some consideration in how that event and that name-brand move forward during the interim period. Based on the vote tonight, if they choose to accept the agreement, it will force their hand on the budget requirements to a degree. If they accept the assets and tell the LP that we are going to take over the events, we will be taking their assets. They would quasi commit to doing events in some form or another. That does not mean come Thursday night when they hear the budget, they say \$450,000. What it does say is that we are committed to taking over the events. They understand the circumstances that have been talked about in detail and how we got where we are. He recommended that they poll the public prior to voting.

Mayor Burry, commenting on what the city manager said, stated it is important for the public to understand this was not the City of Leesburg grabbing the events and taking them away. The organization that handled the events asked the city to take them over and do them. The original ask was for \$450,000 to fund the Leesburg Partnership. Then there was a change in the internal structure of the LP and that was when the decision was made by the LP to give the events to the city. It was not a decision made by the city commission. The LP's decision was that they feel very strongly that the City of Leesburg should provide quality entertainment for our citizens, like the 4th of July and those types of events. They looked at Mount Dora, Clermont, and Tavares for what they did. They looked at the other communities' budgets and they were about \$450,000. That was right in the number. He wanted everybody to understand that the city did not go to the LP, the LP came to the city asking us to take it over.

Commissioner Pederson commented that the city is focused on free events and non-ticketed events. The city is not taking anything away. The ticketed events are the ones that nonprofits make money on and those events will go to other non-profit groups. That way they can sell the tickets to raise some money. **Mayor Burry** added that it was not decided by us. Plus, when they talk about ticketed events we are talking about selling tickets. We do not want to take taxpayer money to fund events and then sell tickets. That is not something we want to do from the city standpoint; that would be left to other non-profits.

Burt Boliek of 1206 South 8th Street, Leesburg stated he was a lifelong citizen of Fruitland Park and Leesburg in Lake County. He is the owner of a small business here in Leesburg. He currently resides in Palmora Park. He has served on the Leesburg Partnership general board for four years. He has served on the Leesburg Partnership executive board for four years and he is the current past president of Leesburg Partnership. He was not a fan of the City of Leesburg taking over these events. He understands that the city did not take it, it was given by the Partnership. He was the only one that voted no on their motion. He did not want to see this go down. However, the city manager made a very nice presentation the other night, which caused him to give this a second look. The presentation was very well organized. It addressed most of the components of the partnership and what the transition would look like. He appreciated his candor regarding there being a lot of work that still needed to be done to figure out what a Leesburg events department would look like. If this proposal is accepted by the city commission, it would be in the best interest of our community to have a community advisory board. That was part of the city manager's presentation the other night. He believes the board would ensure that the community's best interests are served. It would also be a voice for the businesses impacted both positively and negatively by events. It would function as a review board for proposed events before being sent to department

leaders or the city commission. It would function as a volunteer basis for community events. This board would not control the events department or the staff. It would merely be an advisory board to say we approve or not approve and they would like to talk more about it. Secondly, Bikefest should continue until it can be properly phased out with another event. Bikefest is critical to Lake County, bringing millions of dollars to Lake County over the last twenty-five years. Bikefest is critical to downtown bars and restaurants. It helps them get through the summer doldrums and Bikefest is critical to civic groups, military veterans organizations, Boy Scout Troops, Leesburg High School band, sports teams, church youth programs, and the list goes on. It provides tens of thousands of dollars for their programs and it has always been done this way regardless of profit or loss by the Partnership. In summary, he strongly encouraged the city commissioners to give the community a voice by having a community advisory board and continue Bikefest until it can be properly transitioned to another major event. He went on the record to say he would volunteer to serve on the community advisory board.

Commissioner Pederson stated it was a great idea. He heard about it and he was going to tell Mr. Boliek that he should apply for it, but it sounds like he already did. They are telling us we have full authority, but we want to use people's experience from the partnership board. He welcomed their thoughts and input. **Commissioner Berry** asked about the advisory board on how that would work with the events planner. Would that person be on that committee with the advisory board? **CM Minner** replied that he put the advisory board recommendation out there as food for thought on how to or not operate. There are pros and cons to the advisory board. He certainly understands and respects Mr. Boliek's position, but as we discussed at the meeting on Thursday, the LP operated a little differently because the LP was autonomous. He does not want to digress, but this is important to talk about because it goes into how we move forward. The LP in its day when it operated Bikefest was extremely profitable and Mr. Boliek said this at their meeting on Thursday. It is important to reiterate this here. The Partnership had years of success and it was not management nor the LP. It was the circumstance of success that hurt Bikefest from covid, to its generation of businesses, then having spin-off businesses that grew into the downtown. That peeled away some of the issues that made that event profitable, which then funded other events. The wheel died of its own success and that is important to point out. Having said that, with everything there are pluses and minuses. The Leesburg Partnership was a Main Street organization and they are a 501c3 and that is autonomous from the city. Even though we funded it and we helped sponsor it, there was always a good relationship between the LP and the city. They were still an autonomous body and it was their determination about how, what, when, and where to do Bikefest. Kind of with the subtle implementation of the city through the ordinance that we established on an annual basis. The difference now is that if the city takes over these events, it is this body that is not, so it does not have such autonomy. The commission is made up of five different districts. There will be different influences and opinions on how events should or should not be promulgated, including how tax money should or should not be spent and that is the difference. On one hand, he would say the events committee is good because it does everything that Mr. Boliek wants. It provides a sounding board for the people and a steering committee for staff. It does not ultimately shelter this body from the public when they vote for you every four years. They may not like the way we are spending that TIFF money. So, what does that mean? Should we erect an advisory board or not? That is something we should not make a determination on today. We need to set up and the first thing we need to do is approve the budget. Then, simultaneously, we will begin recruiting for the special events manager. That is where the discussion of the committee becomes secondary or even tertiary. We need to bring in the person and we need to have a formal handoff. The asset transfer agreement does that and then there are a couple of events the partnership wants to finish off and we pledged to work with them during the months of October and November. They will get those finished off and that allows time to commit or not commit to the committee. **Mayor Burry** commented in regard to advisory committees, as Commissioner Reisman brought up earlier, we have openings on our committees now, and creating another advisory committee thins out volunteers even more. It will make it harder to get people in those positions. Currently, there is a Parks and Recreation

advisory committee. Of that, the plan so far is for this division to be a part of that. He was not sure that we did not need to reinvent the whole wheel with the whole new committee, but rather transform that advisory committee to include special events.

Commissioner Berry asked Mr. Boliek how he envisioned the committee working with the new hires of the event plan. She was trying to see how it would work or would this be autonomous? **Mr.**

Boliek responded that the logic was to put together a group of restaurants, business owners and anyone who seems to be impacted by the overall events so they can talk about the good, the bad, and the ugly. Sometimes more businesses are hurt than are helped. At the end of the day, there would be a group that could cue these events up, they would look at them based on specific criteria. They could say they need to meet certain things and if they do not, you set them aside and if they do, you push them on up the hill to be reviewed by the parks and recreation department and the city commissioners. They would set up a cue and solve a lot of the peripheral issues before coming to the city commission. **Commissioner Berry** asked how it would work with the event planner and the people we brought in? **Mr. Boliek** said it would simply compliment them and help them get some of the weeds cleared. **CM Minner** remarked that it would function like the planning and zoning board or the electric advisory board. It would be an ad hoc committee where the staff would get input, ideas, and feedback. **Commissioner Berry** inquired if this committee advisory board would be open for city businesses in Leesburg or everyone. **CM Minner** answered they would be appointed by this commission.

Commissioner Reisman made a motion to approve the asset transfer agreement and Commissioner Pederson seconded the motion.

Commissioner Berry stated she wanted to be clear that this vote was to transfer the assets from the Leesburg Partnership to the City of Leesburg and nothing else. **Mayor Burry** replied yes.

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.

2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Lighthouse Construction Agreement with the Leesburg Boat Club; and providing an effective date.

DENIED RESOLUTION 11,386

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.

Tim Sullivan, Commodore of the Leesburg Boat Club, stated he was there seeking a collaborative agreement between the Lakefront City and the Leesburg Boat Club in order to build a lighthouse. There was a legal document that their attorneys worked on, but he did not know the exact status of that because their attorney was currently in France. The many attributes of being a Lakefront City are often overlooked. The Harris Chain of Lakes is known for having the best bass fishing in the southeastern United States. There are wonderful docks located in Venetian Gardens, which are paid for by tourism dollars and all the boaters in the community use them. The benefits to our community have been multiple, with the great improvements that the city has made to Venetian Gardens providing not only passive recreation, it also creates great venues for the Fourth of July celebration and the annual Christmas Boat parades. These events create a sense of community while supporting local businesses. If the city could pick one capital project to enhance the image of the Lakefront City and the boating experience for all while putting Leesburg at the forefront of all communities, that project would be the Venetian Gardens lighthouse. The lighthouse would be located on the Venetian Gardens property. It would be a 49-foot structure. It will allow for the ability to be seen from the highway bridge. It would serve as a navigational tool for recreational boaters as well as professional and amateur fishermen. It can be directed so that it does not disturb any current businesses or residents by the aiming of the light. He showed different renderings of the lighthouse being proposed. By collaborating with the Leesburg Boat Club as a project overseer, the city would save thousands of dollars by utilizing their not for profit status as well as donated services such as engineering and architectural services. He showed a rendering of the exact location where they wanted to install the lighthouse.

During his trips to this location he saw people sitting on those benches nearby. It would be a beautiful location for the lighthouse. The bottom line estimate for this project is \$524,031. That would be the maximum cost for this project unless additions were made. Highlighted in their proposal is a payment and performance bond, which guarantees the completion of the project in the event of a default. There are other projects and additions that the commission may want to consider. However, they were not included in their proposal. They could add bathrooms and a place to install an anchor that the Historical Society found. The cost for that would be \$46,000 and that was not included in their summary. The point is that Leesburg is a Lakefront City and people come to this city for the lakefront. He lives in Arlington Ridge and it amazes him how many people own boats. When he talks about this project, everyone says it is a great idea. He asked them to think about the amateur boaters and the fishermen that launch their boats out of there in the dark. Those tournaments bring tax dollars to this community. They also support the local businesses who have employees that pay tax dollars into the city coffers. They would like the commission's consideration of collaborating with the Leesburg Boating Club to build a lighthouse in Venetian Gardens.

Commissioner Berry mentioned that the Boat Club said they were willing to collaborate. What exactly are they willing to collaborate on? **Mr. Sullivan** answered they would manage the project and use their not-for-profit status. For instance, the engineering and the architectural services for this project have already been donated. When he showed that big number, that number could actually go down. A local paint company has already volunteered to provide all the paint for the lighthouse. That is what he meant by collaborating. There would be no employee input into it, so they would not be taken away from the city's operations. The Boat Club would handle all the participation. **Commissioner Berry** wanted to verify that the estimated cost could be lower. **Mr. Sullivan** answered it is possible. He showed a worst case scenario, but it could be lower. In total disclosure, they have a three hundred member board and it is not like they have half a million dollars lying around to complete this project, but they do have an amount set aside to move forward with this project if the city was willing to do it. They have twenty-five thousand dollars set aside. **Commissioner Berry** said she would like to know if the residents of Palmora Park want the lighthouse. **Mr. Sullivan** answered that a vast majority of their members live in the City of Leesburg. He did not know the exact number, but most of them live in Palmora Park. They are also mostly boaters. He has been a member of the Boat Club for about fifteen years. They could debate the

spending of the money and those kinds of things, but this would enhance the image of being a Lakefront City. It is a one-time capital expense and it would enhance the forefront of Venetian Gardens. It does not impact any of the other activities that happen there and it would provide a navigational tool. Boating and recreation are a part of Leesburg's lifestyle.

Kirk Rouse of 1039 Linda Glen, Fruitland Park said he was the president of the Leesburg Concrete Company, which was the name of the company on the drawings. Mr. Sullivan did a great job but he wanted to expound on that. He thinks there are several vendors that have donated time at their own cost. He does not recall when they were asked to get involved in this. It may be about a year and a half ago. With the structure itself, they and their engineers would do the engineering plans. The budget sounds like a lot at \$524,000 but his part of that cost was about \$200,000. If this were for anyone else, it would cost about \$400,000. He wanted to illuminate that they were not the only vendors that took part in this project. He knows there were structural engineers, civil engineers and all kinds of folks that have done pro bono work. The value of that tower at retail would be about one million dollars. The value of what they would be getting is extremely strong for the money.

Tom Grizzard, lifelong resident of Leesburg and immediate past Commodore at the Leesburg Boat Club, said he wanted to give a little bit of history about how this started. Four years ago, some of their board members said there should be a lighthouse. That germinated for a while and they questioned how to get it started. They had to figure out what the costs would be. They had some geotechnical engineering done along with some survey work. Their board was so enthusiastic about moving this project forward that they fronted the money to pay for that geotechnical information and surveying. They wanted to present it to the city so they would know where they were going with it. Their board unanimously approved it. They thought it was a great idea. The engineer and the contractors went overboard. They spent a lot of time, money, and effort moving this project forward. He asked for the commission's approval on this project.

Carl Davis of the NAACP, 609 Highway 466, Lady Lake, said he was listening to this project but \$500,000 is a lot of money for a lighthouse. There are a lot of problems that he sees and he works on Beecher Street. He sees a lot of problems and he sees a lot of homeless people. He believes that five hundred thousand dollars from this city could be used for a lot of other things. He knows the lighthouse is important to the Boat Club, but the people that are in charge should worry about the less fortunate. That is their job. They should think about less fortunate people. There is a problem with the homeless in this city and \$500,000 could go a long way to helping the homeless. He does not consider a lighthouse to be important when he sees people in this city on the highway milling around in 93 degree heat. They could definitely spend money on that. He spends money on the NAACP and he spends it very prudently. The city should think about that.

Bill Polk of 600 Cascade Avenue, Leesburg said he begged to differ with the people of Palmora Park being all for this. He knows most of them did not have a clue that this was even happening. Leesburg is a special place to live and work in. He was born here and it has been a wonderful experience for him. Leesburg has a beautiful park system in Venetian Gardens and the boat basin is a part of the park. It was brought back to life over the last ten years. The Leesburg Boat Club was created in 1947 by his father-in-law, who was the first commodore of Leesburg Boat Club. Through the years, the Boat Club has done many different projects to make the boating experience better for all people. The Boat Club has a wonderful idea for the lighthouse project on the point at Ski Beach. The only problem he sees with this project is funding. The funding for this project should not be provided with any type of government funding. The money can be and should be raised by the Leesburg Boat Club. It is not good stewardship of our public funds. He disagreed with Mr. Sullivan's idea of seeing the lighthouse as a navigational tool because everyone has a telephone now which has GPS on them. He used to go fishing with his dad when

it was pouring down rain. It was dark and they could not see but they made it back to the boat basin every time. They did not have a GPS or anything. They did not have a compass in the boat or life jackets. Being a navigational tool for a small lake, they could follow the shoreline and make it somewhere. Many of the residents that he talked to while handing out flyers on Saturday said they did not have a clue about this. It is five hundred thousand dollars and we have rusty water pipes in Palmora Park. There are drains that do not drain when it rains hard. The road floods on Lake Shore Drive. On the east end of town they have the same problem with water pipes. They are one hundred years old. They say this will last one year, but we have pipes that are one hundred years old and nothing has been done for years and years. They have pipes at the west end of town that have not been replaced in one hundred years. Five hundred thousand dollars could go a long way for the community in Leesburg. Raising the money for the boat club would be a good thing. A twenty-five thousand dollar donation would leave them paying seventy-one years to pay if everyone gave twenty dollars to the Boat Club. There are people in the Boat Club who could write a check and pay for this thing all at once. He is totally opposed to funding this project. It is a wonderful project, but he is totally opposed to funding it with government funds which the city needs for other projects.

Jen McCurry of 1105 South 9th Street, Leesburg thanked Mr. Polk for handing out flyers because she had no idea. She truly respects the Boat Club for their passion for boats. However, she is a car girl. She respects what they are trying to do for the community, but on the cover sheet she pulled up online for this meeting it says the funds would come out of the ARP fund. Isn't that the American Rescue Plan, so she was confused as to how that works. How can a lighthouse be paid out of that fund? **CM**

Minner answered that there was a two to four trillion grant that the federal government issued and the city received about eleven and a half million dollars in American Recovery Program money. As the program has moved forward, there have been a number of different interpretations about how the money can be spent. The current interpretation is pretty much anything, so this would be an eligible expense from the American Recovery Program. Two years ago, this body set out and broke down the American Recovery Program funds into different expenditure ways. Pine Street, Boys and Girls Club, the marina improvements, and the Susan Street improvements. They broke that down into different projects and they made contributions to different not-for-profit organizations. Of that, they left about one million dollars unallocated. The city paid themselves back for some lost money. Right now, the city has squirreled away about three million dollars of unallocated funds for capital projects that come from varying sources of American Recovery money, interest earnings on different projects and projects that ended, so they put money back into the capital project fund. The quick and easy way to explain the funding source would be from American Recovery monies, which had about six hundred and ninety thousand dollars left. Not all of it is spent, but about six hundred and ninety thousand dollars remains unallocated. **Ms. McCurry** said most of them think that the ARP is something that helps recover and she does not know if the lighthouse is bringing an ROI back to the community. She suggested a regatta, because they did that in rightful and made a ton of money. They redid the entire yacht club so there are options out there.

Commissioner Pederson stated some representatives from the Boat Club talked to him about a year ago and he would support this. The amount for this project was a little lighter then, so this project has gotten a little more difficult. He recognizes this as a luxury item, but it is a rare opportunity to do something special for the community. We are taking it out of the American Rescue Plan dollars and the city manager touched on some of that, but that money has been spent heavily in Carver Heights on Pine Street, the Boys and some money was provided to the CDC. Our city is in great financial shape and this was a gift. When this started, there were cities around the country, typically larger cities, that were in trouble and they needed this money to stay afloat and to make up for losses. Some cities have significant debt obligations which we do not have other than our utilities. This is a luxury item and it has been controversial. He has taken calls and texts about this project, and it has been about a 50/50 split. One family he spoke with split on it. One wanted it and the other did not. The point is that the city could

afford this because we are fiscally sound. We are and have been doing the right things for our city. We are not perfect and we do have a ways to go. However, over the course of being on the commission four years, over the last five to ten years, he has been very happy with the beautification efforts and the fiscal responsibilities of the city. He respects what the boat club has done and this would be built at a discounted rate. He fully supports this.

Commissioner Connell stated it was a great idea and it would be pretty neat to look at, but that is all we would get out of it. We can look and say it is pretty nice, but not for half a million dollars. Once you have seen it, you have seen it. He is fairly conservative when it comes to spending money on projects. When he makes decisions to vote on large expenditure items, he looks at the overall benefit for the community. It is not a select few, it is the overall population. It is a neat project and it would be neat to look at it, but it does not benefit the population as a whole. No one is able to go inside it and you cannot go to the top. This would be for aesthetic only. He cannot see spending that kind of taxpayer money on something that does not benefit the majority as a whole.

Commissioner Reisman said it is a beautiful lighthouse, but if we are going to build something, he would like to see a bathroom incorporated into it. Everything in that park is located on that side and the bathroom is way on the other side. If you have a family that is a 0.4 mile walk to take your kids to the bathroom. If we were to build something, we should kill two birds with one stone and incorporate a bathroom. He did not know if it could be redesigned to include a bathroom. We also have restrooms that need to be built at John L. Johnson Park. He would like to see the Boat Club do a fundraiser for this. That way they have a little more skin in the game, but it is a cool project. **Commissioner Connell** remarked that he believes the restroom would cost a quarter of a million dollars. They would be talking three quarters of a million dollars for this project. That is a large amount of money and he still does not see the overall benefit.

Mayor Burry commented that he does not have strong feelings either way about having a lighthouse or not having a lighthouse. The idea for a lighthouse has been banged around for well over twenty years. He remembered when he served on the parks and recreation committee, LPG brought a plan for Venetian Gardens and one thing they talked about was a lighthouse. This idea is not new and it did not just start. He would like to bring up some similar things that have happened in Leesburg that everyone should be aware of. Everyone knows about Fountain Lake Park. We had a veterans group come to the city and ask to build memorials. They wanted a helicopter to honor our veterans and the city told them they needed to raise the money and then we would allow the memorial. They also guaranteed that they would take care of it. That is how business is done. When a select group comes before the commission to request something, that is how it should be done. If the Boat Club wants to move in this direction they need to do a fundraiser to raise the money.

Commissioner Pederson inquired if the commission would consider a match, dollar for dollar, because it is a big project. **Commissioner Berry** asked what the expenses and costs were for the anchor. Would that be provided by the Boat Club? **Commissioner Pederson** mentioned that the Boat Club could speak about that but he would delay that item for a year or two from the standpoint of the city budget. They could let the Boat Club deal with that. He would recommend pulling that out to get this approved. He does not take that lightly and he knows who is behind it. That could be done one to three years down the road. That would be a completely different project. **Commissioner Berry** pointed out that it was estimated with this program. **Commissioner Pederson** said that the cost would be above that amount. **Mayor Burry** stated the anchor would change the whole design. They would need to know where it would go now. The anchor is supposed to be viewed from the outside at the bottom of the enclosure. At least that was the plan he heard. **Commissioner Pederson** clarified that \$524,000 was for the lighthouse and \$46,000 was for the anchor. They could hold off on the anchor if that would help get votes. **Mayor**

Burly stated that the cost was to clean the rust off the anchor and to treat it. That was not a design aspect of the lighthouse. That is the cost of preserving the anchor because it is still in the water now.

Commissioner Pederson clarified that it was an added cost. He has taken criticism for being financially irresponsible on this, but he is fiscally responsible as a commissioner. He said it was a luxury item. To reinforce this, on Thursday they will see an aggressively reduced millage rate and the city has been very wise about how to spend money.

The roll call vote was:

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

Two yeas, three nays, the Commission denied the resolution.

Commissioner Pederson asked if he could make a motion to do the lighthouse with the bathroom.

Commissioner Reisman said they would have to table that for a future date. **CA Watson** stated they have already voted. If a reworked proposal makes it way, it could be considered at a later date.

7. INFORMATIONAL REPORTS:

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

A. None

8. CITY ATTORNEY ITEMS:

CA Watson said he had no items to address.

9. CITY MANAGER ITEMS:

CM Minner had no items to comment on.

10. ROLL CALL:

Commissioner Berry pointed out that at the last meeting, under item 5.C.2, they established the policy and procedures for city-owned lots. There was a moratorium on that and they never voted to lift that moratorium after it passed. She wanted to know if they could vote on it now or if it had to go to a future meeting? **CM Minner** answered when that was done it was not done by resolution. They could have an informal vote on it tonight. It would be an action by like action. **CA Watson** agreed.

Commissioner Berry made a motion to lift the moratorium that was placed on the districts and Commissioner Pederson seconded the motion.

Commissioner Reisman wanted to clarify that these lots could be donated or sold. **CM Minner** agreed.

Commissioner Connell wanted to be sure that lifting the moratorium was for the lots the city owned and they would be able to donate them as long as the applicant meets the criteria that was established. **Mayor Burry** agreed.

The roll call vote was:

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

Five yeas, no nays, the Commission lifted the moratorium.

Commissioner Pederson had nothing to discuss.

Commissioner Reisman stated they had a successful event at the airport on Saturday. He thanked Commissioner Berry for coming out. They had close to three hundred registered runners running the runways for the Leesburg Blue Foundation. He thanked everyone for coming out. Hopefully, he will see everyone there next year.

Commissioner Connell had no comment.

Mayor Burry had no comment.

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.

With a motion by Commissioner Reisman and a second by Commissioner Pederson, the meeting adjourned at 7:11 p.m.

**AGENDA MINUTES
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
THURSDAY, SEPTEMBER 14, 2023 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a special meeting on Thursday, September 14, 2023, at Leesburg City Hall. Mayor Burry called the meeting to order at 6:10 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

The invocation and Pledge of Allegiance were given at the Carver Heights/Montclair Area CRA meeting held prior to this meeting.

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

2. PUBLIC COMMENTS:

There were no public comments offered.

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

A. Public Hearing on the Proposed millage and Proposed budget for Fiscal Year 2023-24.

1. Announce the name of the taxing authority, the rolled back rate, and the millage rate to be levied.

Budget Manager (BD) McDaniel stated the name of the Taxing Authority: The City of Leesburg, Florida, The proposed millage rate of 3.4752 is 0.00% higher than the current year's rolled back rate of 3.4752.

The millage rate to be levied: 3.4752 mills per \$1,000

2. Discuss the proposed aggregate millage rate.

BD McDaniel said that on July 10th, the commission approved the tentative millage rate of 3.4752 mills per \$1,000. This is a decrease from the prior fiscal year. Whereas, the proposed budget was developed using 3.4752 mills per \$1,000. Therefore, the tentative millage rate of 3.4752 mills per \$1,000 represents a 0.00% increase from the current year's rolled back rate, and is not a tax increase under TRIM guidelines.

3. Request comments from the public regarding the millage rate.

Mayor Burry requested comments from the public regarding the adoption of the tentative millage rate.

CM Minner commented about the proposed millage rate. The current millage rate was 4.0192. There has been a lot of discussion on the fire assessment fees and that type of stuff. The strategy here was to increase the fire assessment fees and unilateral decrease in the millage rate so the average house would see a net neutral impact, so they changed the taxing mechanism. Then they had some discussion on whether to go with the super cut of 3.4252. However, during the budget hearings they decided to come up. It is still a considerable cut, but they decided to stay with the rollback rate of 3.4752. That is what is being considered this evening.

4. Resolution of the City Commission of the City of Leesburg, Florida tentatively adopting 3.4752 mills as the Fiscal Year 2023-24 millage rate for the City of Leesburg, Florida, representing the current year proposed aggregate millage rate of 3.4752 which is 0.00% more than the current year rolled back rate; and providing an effective date.

ADOPTED RESOLUTION 11,687

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. He continued to say that with the physical numbers, they are going down and, because we have more residents, they will be equal net revenue. That is what the zero rate basically means and it will be good for the citizens of Leesburg.

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.

5. Request comments from the public regarding adoption of the tentative 2023-24 budget.

Mayor Burry asked if there were any comments from the public regarding the tentative 2023-24 budget. There were none.

6. Resolution tentatively adopting the Fiscal Year 2023-24 budget.

ADOPTED RESOLUTION 11,688

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 the first thing they do is adopt the millage rate and then they adopt the budget. They are done separately. They are now considering the budget. The budget has not changed too much since their budget workshop discussions. The millage rate is the proposed 3.42. We have addressed the salaries with a new matrix to get the salaries up. That was implemented early for the employees. They also approved new CBAs for the fire and police unions, which have openers in years two and three. The fleet lease remains at 75%. They increased the fire assessment fee, which will bring in more revenue. Doing that allowed them to bring down the millage rate. The health insurance for employees and retirees remains the same. That is a significant benefit for the employees. The educational programming that was adopted a few years back is still in the budget. They had an increase in property and liability insurance. They were proposing an increase to appropriate the budget over the summer when it had around \$170,000 in the black and by shifting the police back to the general fund, they had to shift some stuff around. By doing that, it made a better mechanism to fund police moving forward. There were a few changes to the personnel: the utility technician supervisor (customer service) and administrative assistant (purchasing). We added two police service aides and two crime scene investigators (police). There was the addition of a groundsman (electric). The special events manager and the special events coordinator (GLCRA) were quasi-approved through their CRA function and there was one building project manager position (building permits). The total budget is two hundred and eighteen million dollars. As always, the lion's share of that is the electric fund, which is almost ninety million dollars. That is about forty-five percent of the entire budget. Of that ninety million, about sixty million dollars of that is the bill for FMPA. In capital improvement projects, there are various roofing improvements throughout the community and DST monies will be used for the security improvements to city hall, the municipal operation center and the resource center. There will be improvements made at Corinne Williams Park and John L. Johnson Park and by moving those to the DST fund it will help spread money around the CRAs to fight blight. There are maintenance items needed at the splash pad. Those were the capital Improvement items. Those projects will be mixed with ARP monies for the Susan Street project, on the diamond and rectangle fields, the marina, and Pine Street. There are a number of other projects that exist with ARP monies and those are being tackled. In the Downtown CRA there will be different improvements they talked about as the year moves forward that will set the stage for FY 2024-25.

With civic funding, they made a change to that once they decided to take over the special events. The Partnership's contribution is no longer required. They now have the grant funding for the Boys and Girls Club, so their civic funding is no longer required. The contributions then become the arts festival, the chamber of commerce, the community development corporation, the melon patch and the high school. That will save about forty thousand dollars. They also have a cemetery allocation of \$161,000 and that money comes out of the solid waste fund. With those changes, they are putting about forty thousand dollars back in the black on the solid waste fund. **Commissioner Reisman** questioned the Leesburg High School contribution. He thought that one was pulled. **CM Minner** stated he stood corrected, they did have that conversation and they did not catch that. That one will be taken out before the second reading. That will add \$1,455 on top of the \$38,710. **Commissioner Pederson** asked if the CDC money was for the Black Heritage Festival. **CM Minner** replied yes. **Commissioner Reisman** asked if they were requesting that because they originally pulled it. **CM Minner** stated that Mr. Christian came before the body at the last meeting asking for \$9,800. However, today he received an email from him requesting to withdraw that request. That request was for the Men of Distinction. He was satisfied with the civic funding. **Commissioner Reisman** asked for clarification on whether they originally pulled the high school and the CDC. **CM Minner** answered that he did not remember the CDC funding being pulled, but they did have a conversation. **Commissioner Reisman** said they talked about it because he made a comment on the \$750,000 they received. **Mayor Burry** said if they recalled they were going to pull it and Commissioner Berry suggested not pulling it until they found out what that money was going to be used for. He came and explained that to them and the consensus was that they felt like it was proper funding. **CM Minner** added that after the budget is approved the civic funding still comes back before the commission and they vote on the funding for each individual grant agreement. They will have another bite of the apple about where the money goes. **Commissioner Pederson** said just so people do not think they are picking on the high school. The high school came before the commission about three or four years back on a one-time request and somehow it has stayed in the budget. **Commissioner Reisman** pointed out that they never received last year's funding.

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.

7. Announce the tentatively adopted millage rate.

BD McDaniel stated the tentatively adopted millage rate to be levied is 3.4752 mills per \$1,000.

8. Establish and publicly announce the date, time and place for the public hearing to finally adopt the millage rate and the Fiscal Year 2023-24 budget.

BD McDaniel announced that the date to finally adopt the millage rate and the fiscal year 2023-24 budget is scheduled for Monday, September 25, 2023, at 5:30 p.m. in the City Commission Chambers at City Hall.

B. 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 for an effective date.

ADOPTED RESOLUTION 11,689

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 stated this was an increase in the fire assessment fees.

Finance Director (FD) Williams announced that this was a public hearing for anyone who wanted to discuss the fire assessment fees. **Mayor Burry** asked if there was anyone in attendance who wished to make comments concerning this item. 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.

4. ROLL CALL:

Commissioner Connell commented that, by being an ex-employee, he could attest that city employees go through a rigorous evaluation process annually where evaluations are done three times a year. One is ninety days, another one at six months and then the annual twelve-month review. Then the whole process starts over again. He said he spoke with another ex-employee who wanted to know why the city manager did not get evaluated like every other employee in the city. He agreed when it was brought up to him that they should do an evaluation. **CM Minner** responded that he does get an annual evaluation every year in December. **Commissioner Connell** wanted to know by whom. **CM Minner** answered it was done contractually and he would ensure that this December the forms go out so the commission can review the city manager. **Commissioner Connell** said he did not remember reviewing anything from his contractual agreement. **CM Minner** said that was correct. He will ensure they receive it this year. His work is done at their pleasure. He asked if he would like him to get the forms out now or wait until December? **Commissioner Connell** answered that he could go ahead and get them out now, so they had time to look at it. **CM Minner** wanted to clarify if he wanted those to go out now or in December? **Commissioner Connell** said if he provides the forms to them now, it will allow them time to review and prepare. **CM Minner** inquired

about how much time is needed to review before it comes to the commission. **Commissioner Connell** responded he could give them about a month. **CM Minner** wanted to verify if he sent the forms out now. Would he want this on the agenda in October? **Commissioner Connell** said he could email it to them. **CM Minner** asked if they would like to do the review in October or December? **Commissioner Connell** said he was fine doing it in October. **Commissioner Pederson** asked if he was referring to the commission filling out a form that evaluates the city manager. **CM Minner** answered yes, there is an evaluation form. **Commissioner Connell** remarked that they had never done one. **Commissioner Pederson** stated he was completely happy with the city manager and he did not feel like spending time on that report. **Commissioner Connell** pointed out that was not how government works. They do not just say he is doing a good job. It would take a tremendous amount of pressure off every supervisor in the city if they did not have to do fifty evaluations a year. **Commissioner Pederson** said he is doing an outstanding job and the city manager has a lot on his plate. He is very happy. However, it sounded like he was not. He would need to make a motion on that.

Commissioner Connell made a motion that the commission give the city manager an evaluation on his job performance since they have never done one and every other employee gets two, if not three, of them a year, and Commissioner Berry seconded the motion.

Commissioner Berry said she seconded it because she wanted to know if this was a standard that has not been done. **CM Minner** said it has been done, but it has not been done for some time. When the commission employed him in December of 2013, they did one on a regular basis. For the most part, the commission has been happy with his performance, so they have not done them regularly. There has not been one done since Commissioner Connell has been on the commission. They are typically done in December. He does not have a problem with them reviewing him. Now that Commissioner Connell has asked for this review, he will get the forms out to them tomorrow. He will put this on an agenda in a month to allow them time to review the forms. It will be put on the second meeting agenda in October. **Commissioner Pederson** commented that is if it gets approved tonight. **CM Minner** said this was a contractual obligation and it is in writing. Past commissions have not required it, but if one commissioner wants to do it, then it should be automatic. He will get the forms out and get it on the agenda. That way they can have a public discussion about it at the second meeting in October. **Commissioner Connell** commented that every employee gets reviewed on their job performance. The commission could make the argument that they are reviewed when they run for office. The commissioners are reviewed by the public when they cast their vote. However, everyone gets an evaluation of their job performance.

Commissioner Pederson wanted to remind the commission that last year, at the end of his term as mayor, he had the city manager and human resources survey the market on the city manager's salary range. As a result of the excellent work he had done, they found that he was not in the correct range. At that time, they gave him a significant bump to put him into that range. He then got a five percent increase. For him, that was the commission saying he had done an outstanding job for the city. **Commissioner Berry** asked if this was something they did in a workshop? **CM Minner** answered no, it is done at a regular meeting. It is handled in the sunshine. However, the only correction he would make to Commissioner Connell's comment is that employees are not reviewed three times a year. When new employees come in, they have a probationary period. At the end of that ninety-day probationary period, they are reviewed. After that, it is done on an annual basis. **Commissioner Connell** said after the first annual evaluation is done, they should set up another plan to be reviewed in ninety days. They have to go through that plan with the employee at ninety days and then there is a mid-review and annual review. **CM Minner** said they are done annually after the first year. **Commissioner Connell** wanted to know if they are not done like that anymore after the first annual review? **CM Minner** said it has not been done that way since he has been here. **Commissioner Connell** disagreed. **CM Minner** said the reviews are done at entry, then post ninety days and then annually. **Commissioner Connell** said they have to set up a plan for every year. **CM Minner** stated that no motion is required on this item. He will get the forms out to them and they can either send them back or turn them in at the meeting in October.

Commissioner Reisman had no further comment.

Commissioner Pederson mentioned that he would miss the September 25th commission meeting. He complimented the budget director and the city manager for doing a great job on the budget.

Commissioner Berry said ditto with the budget director.

Mayor Burrry had no comment tonight.

5. 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.

With a motion by Commissioner Reisman and a second by Commissioner Pederson, the meeting adjourned at 6:30 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: September 25, 2023

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

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement with Compost USA; and providing an effective date.

Staff Recommendation:

Staff recommends awarding this Invitation For Bid (IFB) 231601 to Compost USA and approval of the resolution authorizing execution of a Continuing Agreement with Compost USA for Biosolids Cake Disposal.

Analysis:

The purpose of this IFB is to establish a new contract for the disposal of stabilized bio-solids which is referred to as "cake". The City processes stabilized sludge by dewatering it through presses at the Canal and Turnpike Wastewater Plants, which brings the "cake" within regulated standards pursuant to 40 CFR 503.1-503.48. Once this process is completed, the "cake" is ready for final disposal.

In the past, the City has contracted with H&H Liquid Sludge Disposal, Inc. of Lakeland, Florida for the cost of \$17.90 per ton. However, when the contract expires on September 30, 2023, H&H will no longer be accepting "cake" due to new FDEP standards. Therefore, another disposal contract is required.

The IFB results show that Compost USA is the only option available. The proposed new cost is \$36 per ton. With an estimated annual output of 5,800 tons, costs will increase from approximately \$105,000 to \$210,000. While this is a significant increase, there are two areas in which realized savings will mitigate the budget shortfall. First, transportation costs will significantly decrease as the final disposal sites will be either (a) the processing facility immediately adjacent to the Turnpike Plant (the site formerly known as C&C Peat) or (b) the Compost USA disposal site near Lake Panasoffkee. Currently, "cake" is being delivered to a site near Lakeland, Florida, which is a 90 minute one-way trip. The second area of savings will be identified as the fiscal year moves forward with anticipated, but not calculated, new wastewater loads.

Procurement Analysis:

The Procurement Division issued Invitation For Bid 231601 on July 13, 2023. On August 10, 2023, the City received one (1) bid response. The response from Compost USA was reviewed by staff and determined to be responsive and responsible.

Options:

1. Approve award of IFB 231601 and approval of the resolution authorizing execution of the agreement with Compost USA; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Funds are available in the Wastewater budget for this expense.

Account No. 044-4052-535-3410

Project No. 447015

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AN AGREEMENT WITH COMPOST USA; 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 Compost USA, whose address is 1650 County Road 470 W., Okahumpka, FL, 34762 for BIOSOLIDS CAKE DISPOSAL (IFB 231601).

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 25th day of September 2023.

Mayor

ATTEST:

City Clerk

FIXED UNIT PRICE AGREEMENT

THIS AGREEMENT is made as of the 25th day of September in the year 2023, between The City of Leesburg, a Florida Municipal Corporation, (CITY) whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630, and **COMPOST USA** (CONTRACTOR) whose address is 1650 CR470W, Oklahoma, Florida 34762.

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

1. **Contract Documents.** This Contract Documents consist of:
 - a. This Agreement; and
 - b. The CONTRACTOR'S electronic response to Invitation for Bid (IFB) 231601 – Biosolids Cake Disposal incorporated as Attachment 'A'.
 - c. Invitation for Bid (IFB) 231601 – Biosolids Cake Disposal Scope of Work incorporated as Attachment 'B'.

2. **Supplies or Services.** The CONTRACTOR shall furnish bio-solids disposal services. The prices of the services shall not exceed those stated in ATTACHMENT 'A' except where the cost adjustment clause has been exercised following the Firm Fixed Price Period. Nothing herein shall limit the CITY'S right to obtain proposals or services from other contractors for the same or similar work.

- a. **Additional Services** – The CONTRACTOR, when requested by the CITY, may provide services not specifically listed in the Contract Documents but are considered to be similar services that could be provided under this Agreement. Additional Services shall be considered off contract and the CONTRACTOR will provide the CITY a cost proposal prior to work beginning. The City representative must approve proceeding with the Additional Services.

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

4. **Term of Agreement.** The initial term of this Agreement shall commence on the date of execution and be effective through September 30, 2026 and includes an option to renew the agreement for an additional period not to exceed an aggregate of three (3) additional years or until the terms and conditions of this Agreement, including, but not limited to, its Scope of Services, have been completed, whichever occurs first, as determined by the CITY.

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

6. **Firm Fixed Price Period.** All Pricing will be firm and fixed during the term of this Agreement at the unit price stated in Attachment 'A'. The Unit Price for the Services will not exceed this amount unless the CITY has executed an Amendment to the Agreement approving an increase. Said price includes all labor, equipment, materials, and delivery.

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

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

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

8. **Termination of Agreement**

- a. **For Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with FIFTEEN (15) calendar days advance notice in writing. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written termination notice.
- b. **For Default.** If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY shall thereupon have the right to terminate this Agreement by providing a written notice (show cause notice) to the CONTRACTOR requiring a written response due within

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

In case of default by the CONTRACTOR, the CITY may procure the services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. The CITY reserves the right to require a performance bond or other acceptable alternative performance guarantees from the successor CONTRACTOR without expense to the CITY.

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

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

The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating,

securing, drafting, or creating the Agreement on behalf of the CITY is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the CITY may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the CITY from any other party to the Agreement.

9. **Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this contract, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

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

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

11. **Insurance.** The CONTRACTOR will maintain throughout this Agreement the following insurance:

- a. The original of each such policy of insurance, or a complete duplicate, shall be delivered to the CITY by CONTRACTOR prior to starting work, together with evidence that the premiums have been paid.
- b. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least “A.”
- c. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are

required by law to be provided on behalf of their employees and others until the completion of that subcontractors' work.

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

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

- k. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- l. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- m. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- n. The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR'S liability coverage(s).
- i. **Comprehensive General Liability.** The CONTRACTOR shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General

Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations*, independent contractors, contractual liability covering the agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground exposures (x,c,u).

For remodeling and construction projects, the CONTRACTOR shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond the CITY'S acceptance of the project.

- ii. **Business Automobile Liability.** The CONTRACTOR shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.
- iii. **Worker's Compensation.** The CONTRACTOR shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease. CONTRACTORS exempt from maintaining Workers' Compensation insurance must provide a valid certificate of exemption issued by the State of Florida.

12. **Waiver of Lien.** The CONTRACTOR agrees to make payment of all proper charges for labor and materials supplied and CONTRACTOR shall hold harmless the CITY against any claim arising out of any unpaid bills for labor, services, or materials furnished for the project covered by this Agreement.

13. **Indemnification.** The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of CONTRACTOR under this Agreement; or the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall defend, indemnify, and save harmless the CITY or any of their officers,

agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR'S duties under this Agreement, or through the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants.

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

15. **Permits, Licenses, and Fees.** CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services. All permits and licenses required by law or requirements of the Request for Proposal will remain in force for the full duration of this Agreement and any extensions.

16. **Public Records Retention.** CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

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

17. **Access to Records.** The services provided under this Agreement may be funded in part by a grant from a government agency other than the CITY. As a requirement of grant funding CONTRACTOR shall make records related to this project available for examination to any local, state or federal government agency, or department, during CONTRACTOR'S normal

business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

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

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

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

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

This project will be inspected by an authorized representative of the CITY. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

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

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

22. **No Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

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

24. **Contact Person.** The primary contact person under this Agreement for the CONTRACTOR shall be Tony Simon. The primary contact person under this Agreement for the CITY shall be Rick Harris, Plant Manager.

25. **Approval of Personnel.** The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

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

27. **Risk of Loss.** The CONTRACTOR assumes the risk of loss of damage to the CITY's property during possessions of such property by the ONTRACTOR, and until delivery to, and acceptance of, that property to the CITY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the CITY, whether the loss or damage

results from acts or omissions (negligent or not) of the CONTRACTOR or a third party.

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

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

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

30. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

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

32. **Use by Other Entities (Piggyback).** This Agreement is intended to apply for the benefit of governmental entities as though they were expressly named throughout the Contract Documents. Each entity may purchase from the CONTRACTOR under the same terms and conditions of the Agreement with the City of Leesburg, in accordance with each entity's respective laws and regulations. Individual using entities will be responsible for their product ordering and payment of invoices.

[Signature page follows.]

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

COMPOST USA

Title

THE CITY OF LEESBURG, FLORIDA

James A. Burry Jr., Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form and content:

William Watson, City Attorney

ATTACHMENT 'A'

City of Leesburg, Florida
IFB 231601- Biosolids Cake Disposal

SCHEDULE OF BID ITEMS

Your Bid MUST BE submitted on this form. Double check the Bid prices.
Amounts cannot be changed following the Bid due date and time.

Vendor Name: Compost USA

Group 1 - CITY PROVIDES TRANSPORTATION – DISPOSAL ONLY					
ITEM NO.	ITEM DESCRIPTION	QTY*	UNIT	UNIT PRICE	EXT PRICE (QTY x UNIT PRICE)
G1.1	Dewatered Bio-Solids Disposal – Treated to Class B Level	8,000	TON	\$ 36.00	\$ 288,000.00
TOTAL BASE BID AMOUNT					\$ 288,000.00
Alternate Item The City requests a price for disposal of Cake NOT stabilized to Class B Level.					
AG1.1	Dewatered Bio-Solids Disposal – NOT Stabilized to Class B	1	TON	\$ 36.00	\$ 36.00

* Estimated Annual Quantity (used for informational purposes only)

Physical Address of disposal facility for delivery:

835 CR529
Lake Panasoffkee, Fl. 33538

Group 2 - CONTRACTOR PROVIDES TRANSPORTATION & DISPOSAL					
ITEM NO.	ITEM DESCRIPTION	QTY*	UNIT	UNIT PRICE	EXT PRICE (QTY x UNIT PRICE)
G2.1	Dewatered Bio-Solids Hauling & Disposal – Treated to Class B Level	8,000	TON	\$ 66.00	\$ 528,000.00
TOTAL BASE BID AMOUNT					\$ 528,000.00
Alternate Item 22 Wet Ton Minimum Billing The City requests a price for hauling & disposal of Cake NOT treated to Class B Level.					
AG2.2	Dewatered Bio-Solids Hauling & Disposal – NOT Treated to Class B Level	1	TON	\$ 66.00	\$ 66.00

22 Wet Ton Minimum Billing

EPA Identification Number: FDEP #FLA841692

WACS ID #98865

SCOPE OF WORK / SPECIFICATIONS

SW-1. **BACKGROUND**

The City of Leesburg is seeking to establish a contract for the disposal of bio-solids (cake). The City has installed Belt Filter Press Dewatering facilities at the Canal Street Wastewater Treatment Plant and the Turnpike Wastewater Treatment Plant. The City anticipates generating an estimated up to 5,800 cubic yards annually of bio-solids as dewatered cake. The City has contracted for this service in the past and plans to continue this service. As the population of the City increases, so do the demands on the City's wastewater treatment facilities to process and dispose of Biosolids.

SW-2. **DESCRIPTION OF WASTE**

The City's bio-solids (cake) are currently processed to a stabilized Class B rating that meets all related regulations as stated in 40 CFR 503.1 - 503.48. (This is the current rate of stabilization for our bio-solids. We would hope to have under contract a company that does not require the pressed cake to be previously stabilized to a Class B product. If so, this will reduce the cost at the plant to stabilize the bio-solids prior to pressing it into a cake.)

The City is requesting pricing for bio-solids disposal not stabilized to a Class B rating. Bidders shall provide a price for both Class B stabilization and not Class B stabilization.

SW-3. **MATERIAL STABILIZATION LEVEL**

The City currently treats the bio-solid waste to a Class B level. The City may choose to reduce the level of stabilization to less than Class B at any time during the term of the Contract.

The City shall provide 30-days advance notice if the stabilization level is reduced. The vendors quoted unit price for the lower level of stabilization will become effective on the first delivery of bio-solids stabilized to the lower level.

SW-4. **MATERIAL TESTING**

The City shall be responsible for the testing of all material to be disposed. Testing shall be done in accordance with applicable regulations and standards.

SW-5. **SCOPE OF SERVICES – GROUP 1 - CITY DELIVERY**

- 5.1. **Delivery** - The City shall deliver bio-solids to awarded Contractors facility provided it is within a 50-mile radius of the Wastewater Treatment Facilities (WWTF) at 620 North Canal Street, Leesburg, Florida 34748 or at 1600 CR470, Okahumpka, FL 34762. The following specifications shall apply to City delivery of Cake. Contractor shall provide facility address on the Schedule of Bid Items form.
- 5.2. **Material and Weighing** – City shall be responsible for transportation and all related costs of transportation to the Contractors designated facility.
 - 5.2.1. City shall be responsible for weighing the load at a certified scale prior to delivery and shall provide Contractor with a weigh certificate at time of delivery. Any discrepancy in the weight of the material must be claimed by the Contractor at the time of delivery; or
 - 5.2.2. City shall weigh the load at the Contractors facility on their scale. Contractor shall provide scale certification annually to the City upon request.

- 5.3. **Deliveries** – Delivery by the City shall occur only on days between the hours of 7:00 AM and 4:00 PM. Which may exclude all City holidays.

SW-6. SCOPE OF SERVICES – GROUP 2 - CONTRACTOR HAULING

- 6.1. **Pick up Location** - 608 N. Canal Street, Leesburg, Florida 34748 or 1600 CR470, Okahumpka, FL 34762.
- 6.2. **Material and Weighing**
- 6.2.1. Contractor shall provide a trailer to remain on-site to collect the bio-solids.
- 6.2.2. Trailer will be loaded by City employees with City equipment.
- 6.2.3. Contractor is responsible for weighing the bio-solids removed from the WWTF using a certified scale.
- 6.3. **Scheduling and Pick Up**
- 6.3.1. The City will contact the Contractor when pick up is needed.
- 6.3.2. Pickup shall occur on days between the hours of 7:00 AM through 3:00 PM.
- 6.3.3. Contractor shall notify the City representative immediately whenever situations develop that would interfere with the scheduled pick up. Under no circumstances shall the scheduled removal be delayed more than forty-eight (48) hours.
- 6.3.4. The Contractor shall coordinate its activities in the performance of this Contract with the activities of the City.
- 6.4. **Equipment** – All equipment used for this award shall be in good working condition and free of any fluid leaks.
- 6.5. **Regulatory Requirements and Safety**
- 6.5.1. Contractor shall comply with laws and regulations set forth by federal, state and local regulatory agencies. These agencies include, but are not limited to, OSHA – Occupational Safety & Health Agency, EPA – Environmental Protection Agency, FDOT – Florida Department of Transportation, and FDEP – Florida Department of Environmental Protection. The Contractor is responsible for handling, transportation, and disposal of materials that have been picked up from the City.
- 6.5.2. The Contractor shall maintain and enforce all necessary and adequate safety precautions for the protection of life and property on all work performed under the provisions of the Contract. Contractor shall comply with all applicable OSHA and State of Florida Safety Regulations.
- 6.6. **Spill Response and Planning**
- 6.6.1. Contractor shall be responsible for the proper cleanup and removal of any spilled material during the removal and disposal operations detailed within this solicitation. Any spillage, accidental or otherwise, which occurs at the WWTF or outside of the WWTF, shall be the responsibility, including all related costs, of the Contractor to completely remove and report to the proper agencies and the City in a timely manner. Containment and proper clean up shall be performed by the Contractor immediately at the time of the spill.
- 6.6.2. The Contractor shall prepare a Spill Response Plan which addresses procedures and areas of responsibility:
- 6.6.3. All vehicle exteriors shall be free of bio-solids prior to transporting to and from hauling destinations.
- 6.6.4. All small and incidental spillage shall be cleaned up immediately by the Contractors personnel.
- 6.6.5. An equipment list shall be included in the Spill Response Plan.

- 6.6.6. The Contractor shall make appropriate notifications to local law enforcement, and state, county or local roadway maintenance crews to assist in the cleanup when necessary.
- 6.6.7. Procedures shall be described for dealing with incidental and large spills which occur on state, county or local roadways including a call notification list, traffic direction, equipment response, and contracts and referrals from the general public.
- 6.7. **Repair of Damages** – Any damages caused to City property and equipment by the Contractor shall be corrected as soon as possible by the Contractor at Contractor expense.

SW-7. ADDITIONAL COSTS

The City shall pay no additional costs above the unit price in the Contract. Contractors quoted unit price shall include all costs related to disposal and process.

SW-8. REPORTING

- 8.1. The Contractor shall maintain records of material removal, transport, and disposal in accordance with requirements of federal, state and local regulatory agencies. Each load of residuals removed shall have its own Chain of Custody (Manifest). Contractor will send the City all manifests and reports required by the City.
- 8.2. Land application field reports are to be submitted to the designated City Representative within 45 days of completion of land application at each particular field. These reports are to include the dates of application, field location, map of the field land applied, area of the field in acres, and amount of bio-solids applied in wet tons, as well as daily weigh scale tickets.
- 8.3. Contractor is responsible for submitting any documentation that is required by law to the FDEP and any other authority in the area where land application is taking place. Copies of these reports must also be submitted to the designated City Representative. The annual Sludge Management Report will be prepared and submitted by the City.
- 8.4. Contractor will be responsible for responding to complaints as a result of their activities directly relating to land application, including the transport of bio-solids off-site.

SW-9. QUALIFICATIONS, EXPERIENCE AND REQUIREMENTS

- 1.1. Contractor shall:
 - 1.1.1. Be an established contractor, having at least three (3) years of experience in collection, handling, transportation, and disposing of wastewater bio-solids material as specified in this solicitation.
 - 1.1.2. Provide all necessary permits and licenses as well as its valid United States EPA identification number.
 - 1.1.3. Provide a list of any past notices of violations it received from the EPA or any state or local regulatory agency within the last three (3) years and a brief description of when, where, and what the violation entailed. See Exhibit A.
 - 1.1.4. List any subcontractors to be used and describe the specific activities for which they are to be used in the Sub-Contractor Listing Form.
 - 1.1.5. Maintain Insurance meeting the coverage requirements and limits as listed in the Contract.

[END OF SCOPE OF WORK/SPECIFICATIONS]

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.2.

Meeting Date: September 25, 2023

From: Aaliyah Davis, (Purchasing Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment Two with Odyssey Manufacturing Company to provide the annual requirements of liquid sodium hypochlorite (aka chlorine) for the City's water and wastewater operations, providing for a unit price cost adjustment; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the Amendment with Odyssey Manufacturing Company providing for a unit cost increase of liquid sodium hypochlorite (a.k.a. chlorine).

Analysis:

The purpose of the Agreement with Odyssey Manufacturing Company is to purchase Liquid Sodium Hypochlorite used by the water and wastewater utilities. This chemical is essential for treating potable drinking water as well as treating wastewater. The City currently spends approximately \$1,000,000 annually on the chemical and the cost increase will be approximately \$270,000 which has been contemplated in the FY 24 budget.

Procurement Analysis:

The original contract was awarded October 1, 2021, and provides a 3-year term through September 30, 2024. Due to significant changes in pricing for the raw materials used to manufacture the product, Odyssey has requested a unit price increase from \$0.95 to \$1.20 per gallon. An increase of \$0.25 per gallon.

There are only two suppliers within the state that can provide this product in the quantities required by the City. They are Odyssey Manufacturing Company (the current provider) and Allied Universal. Included in the documentation provided by Odyssey is historical bid information from other government entity bids. The document shows that the current bid prices being submitted by Odyssey and Allied are higher than the cost adjustment requested by Odyssey. Procurement has reviewed the Producers Price Index for Chlorine, sodium hydroxide, and other alkalis. The PPI has increased significantly during the initial term of the contract.

Procurement has deemed the cost adjustment request to be reasonable and justified given the price increases to raw materials. The supply of liquid sodium hypochlorite is critical to the daily operations of

the water and wastewater utilities. Issuing a new bid would provide no better result, as the City risks paying a higher price or receiving no bids.

Options:

1. Approve the resolution authorizing execution of Amendment Two by Odyssey Manufacturing Company; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Funds are available in the various Water & Wastewater Fund budgets.

Account No.	043-3051-533-5280, 043-3072-533-5280 044-4051-535-5280, 044-4052-535-5280
Project No.	436013, 436020 447015, 447015

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AMENDMENT TWO WITH ODYSSEY MANUFACTURING COMPANY TO
PROVIDE THE ANNUAL REQUIREMENTS OF LIQUID SODIUM
HYPOCHLORITE (AKA CHLORINE) FOR THE CITY'S WATER AND
WASTEWATER OPERATIONS, PROVIDING FOR A UNIT PRICE COST
ADJUSTMENT; 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 ODYSSEY MANUFACTURING COMPANY whose address is 1484 MASSARO BOULEVARD, TAMPA, FLORIDA 33619, for LIQUID SODIUM HYPOCHLORITE.

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 25th day of September 2023.

Mayor

ATTEST:

City Clerk

**SECOND AMENDMENT
TO A FIXED UNIT PRICE REQUIREMENTS
AGREEMENT**

THIS AGREEMENT is made as of the 25th day of September in the year 2023, between **THE CITY OF LEESBURG, FLORIDA**, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”), and **ODYSSEY MANUFACTURING COMPANY**, whose address is 1484 Massaro Blvd., Tampa, Florida 33619 (hereinafter referred to as the “CONTRACTOR”).

WHEREAS, on October 1, 2021, the CITY and CONTRACTOR entered into a fixed unit price agreement whereby the CONTRACTOR agreed to provide Liquid Sodium Hypo-chlorite 12.5% to the CITY on an “as-ordered basis” (hereinafter referred to as the “Agreement”).

WHEREAS, on June 13, 2022, the CITY and CONTRACTOR executed Amendment One to amend the unit pricing.

WHEREAS, the chemical industry has seen unprecedented price increases in raw materials necessary for the manufacture of liquid sodium hypochlorite.

WHEREAS, the CONTRACTOR has requested a unit price cost adjustment to offset the price increase in the raw materials needed to manufacture the product and the increase in diesel fuel prices where diesel fuel is required to deliver the product.

WHEREAS, the CITY has reviewed the cost information and price indexes provided by the CONTRACTOR and believe approval of a price increase is warranted and in the best interest of the CITY when considering other alternatives.

WHEREAS, the CITY and the CONTRACTOR desire to enter into Amendment Two to amend unit pricing for the term ending on September 30, 2024.

WITNESSETH:

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

1. **Recitals.** The above recitals are true and correct and are incorporated by reference herein and made a part hereof.
2. **Amendment.** The parties agree to amend the unit pricing for the term of the Agreement through September 30, 2024.
3. **Modification.** Except as specifically modified by this Amendment, all terms and conditions of the prior agreement shall continue in full force and effect as originally executed. Nothing herein shall be deemed or construed to amend or

modify any other contract or undertaking between the City and Contractor other than as defined above.

4. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Contract may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

[Signature page follows.]

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

ODYSSEY MANUFACTURING

By: _____

Its: _____
(Title)

CITY OF LEESBURG, FLORIDA

James A. Burry Jr., Mayor

ATTEST:

J. Andi Purvis, City Clerk



ODYSSEY

MANUFACTURING CO.

April 16, 2023

Ms. Aaliyah Davis
Purchasing Manager
City of Leesburg
204 North 5th Street
Leesburg, FL 34748

Re: CITY OF LEESBURG SODIUM HYPOCHLORITE CONTACT
(IFB NO. 210241)

Encl: (1) PPI Index PCU325180325180S

Dear Ms. Davis,

As you know, the subject contract is coming up on the two-year anniversary which is October 1, 2023. Over the past year, chemical prices have continued to increase. In accordance with paragraph 4, the purpose of this letter is to request a price increase for the third year of the contract effective October 1, 2023 through September 30, 2024 with a change in pricing from \$.95 per gallon to \$1.20 per gallon.

As you are probably aware, we have been in a period of unprecedented hyper-inflation in the chemical business the past three years. There is no specific Producer Price Index (PPI) Data Table for sodium hypochlorite, but it is a secondary product of the basic inorganic chemical manufacturing index since it is made from chlorine and caustic. In the past twenty-four months of the most currently available data, the index has gone up over 68% and over 26.8% in the past twelve months. When the contract was bid two years ago, no one realized the magnitude of the cost increases we would be getting over the past two years as we have never lived through a period of hyperinflation. In the past twelve months, we have had the following cost increases: (1) Liability and property insurance costs have increased by \$400,000; (2) Health insurance costs have increased by \$1.1 million; (3) Electricity costs have increased by \$1.5 million; (4) Interest expenses are up \$1 million; and (5) Wages have increased by \$1.5 million (just to continue to keep and attract new employees). Delivery costs have increases significantly because the Florida roads are so crowded now that most of our drivers can only make one delivery per day. Our proposed price increase is only 26.3%.

A second barometer is hypochlorite bids in the marketplace. The below table represents all of the bids in the State of Florida for sodium hypochlorite for this fiscal year. As you can see, the proposed increase is very reasonable. Additionally, the City of Leesburg annual volume is 290,000 gallons.

635-03 39

FAX (813) 630-2589

Bid Date	Utility	Annual Gallons	Allied	Odyssey
8/11/2022	City of West Palm Beach — Water	500,000	\$1.42	\$1.20
8/11/2022	City of West Palm Beach — ECR	785,000	\$1.42	\$1.20
8/11/2022	City of Sanibel — Year 1	94,000	\$1.08	\$1.20
8/11/2022	City of Sanibel — Year 2	94,000	\$1.15	\$1.25
8/11/2022	City of Sanibel — Year 3	94,000	\$1.20	\$1.30
9/6/2022	Bay County	232,500	\$1.89	\$1.35
9/8/2022	City of Marco Island	404,405	\$1.34	\$1.55
9/9/2022	Seacoast Utility Authority	250,000	\$1.29	\$1.55
10/7/22	City of Plantation	262,000	\$1.328	\$1.67
10/26/22	City of Lakeland	90,000	\$1.57	\$1.58
10/27/22	Pinellas County	1,481,223	\$1.45	\$1.15
11/18/2022	City of Wildwood	115,000	\$1.57	\$2.56 (H)
12/8/2022	City of Clearwater	957,000	\$1.67	\$1.28
1/10/2023	City of Tallahassee	625,000	\$1.60	\$1.59
1/25/2023	City of Edgewater	240,000	\$1.73	\$1.49
3/6/2023	Peace River Manasota	750,000	\$1.43	\$1.69

Thanks for your consideration. Please do not hesitate to contact me at (813) ODYSSEY or cellular (813) 335-3444 if I can be of further assistance. Production Capacity is very limited in the marketplace right now which is also impacting pricing since the demand is greater than the supply.

Sincerely,

Patrick H. Allman
 General Manager

Patrick H. Allman

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.3.

Meeting Date: September 25, 2023

From: Aaliyah Davis, (Purchasing Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a contract amendment with WHM Services, LLC. for structure demolition services; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution authorizing execution of the amendment to an existing agreement with WHM Services, LLC.

Analysis:

The purpose of this solicitation is to establish a contract with WHM Services, LLC. to provide structure demolition and related services to the various departments within the City. These services will be used primarily by Code Enforcement and Housing, but may be utilized by an City department for the demolition of structures or other improvements to parcels.

Procurement Analysis:

On September 28, 2020, the City Commission approved Resolution 10,725 authorizing the award of Invitation to Bid 200481 and execution of a Fixed Unit Price Agreement with WHM Services, LLC to provide on-call structure demolition services to the various departments within the City. This Amendment will extend the term as allowed by the original agreement; all other terms will remain the same.

Options:

1. Approve the resolution authorizing execution of the amendment to the existing agreement with WHM Services, LLC. as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Funds will be used from the various departments as the services are needed.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
CONTRACT AMENDMENT WITH WHM SERVICES, LLC. FOR STRUCTURE
DEMOLITION SERVICES; 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 WHM Services, LLC., whose address is 17815 Rockledge Avenue, Spring Hill, Florida, 34610, for structure demolition services.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 25th day of September 2023.

Mayor

ATTEST:

City Clerk

**AMENDMENT ONE FOR
STRUCTURE DEMOLITION SERVICES AGREEMENT**

THIS AGREEMENT is made as of the 25th day of September 2023, between **THE CITY OF LEESBURG, FLORIDA** a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”), and **WHM SERVICES LLC**, whose address is 17815 Rockledge Avenue, Spring Hill Florida, 34610, (hereinafter referred to as the “CONTRACTOR”).

RECITALS:

THAT, on September 28, 2020 the CITY and CONTRACTOR entered into an Agreement whereby the CONTRACTOR agreed to provide structure demolition services (hereinafter referred to as the “Agreement”).

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

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

WITNESSETH:

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

1. AMENDMENT

a. Term.

The parties agree to extend the term of the Agreement through September 30, 2026.

2. MODIFICATION

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

3. COUNTERPARTS

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

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

WHM SERVICES LLC.

By: _____

Printed: _____

Its: _____
(Title)

CITY OF LEESBURG, FLORIDA

James A. Burry Jr., Mayor

ATTEST:

J. Andi Purvis, City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.4.

Meeting Date: September 25, 2023

From: Aaliyah Davis, (Purchasing Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing execution of Amendment One to an existing agreement with Otto Environmental Systems North America, Inc. extending the contract and adding an additional item; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution authorizing execution of Amendment One to an existing agreement with Otto Environmental Systems North America, Inc. for the purchase of poly roll-out mobile refuse containers.

Analysis:

The City currently has a multi-year fixed unit price agreement with Otto Environmental Systems North America for the purchase of mobile refuse containers and parts to repair containers. The main purpose of the contract will be to purchase new containers and replace old containers. This Amendment will extend the current Agreement for an additional three (3) years (through September 30, 2026) and adjust unit pricing for the 95-gallon containers.

Size	Current Price per Cart	Increase per Cart	New Price per Cart
95 Edge - Truckload	\$55.70	\$2.79	\$58.49
95 Edge - Less than Truckload	\$61.70	\$3.09	\$64.79

Procurement Analysis:

On February 8, 2021, the City Commission approved Resolution 10,798 authorizing award of Invitation to Bid 210101 and execution of a Fixed Unit Price Agreement with Otto Environmental Systems North America to supply poly roll-out refuse containers. This Amendment will extend the term and adjust pricing as allowed by the original agreement.

Options:

1. Approve the resolution authorizing execution of Amendment One with Otto Environmental Systems North America; or

2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Funds are included in the Solid Waste operating budget.

Account No. 046-5143-534-5210 & 046-5144-535-5210

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING EXECUTION OF AMENDMENT ONE TO AN
EXISTING AGREEMENT WITH OTTO ENVIRONMENTAL SYSTEMS
NORTH AMERICA, INC. EXTENDING THE CONTRACT AND ADDING AN
ADDITIONAL ITEM; 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 OTTO ENVIRONMENTAL SYSTEMS NORTH AMERICA, INC. whose address is 12700 GENERAL DRIVE, CHARLOTTE, NC 28273 for POLY ROLL-OUT REFUSE CONTAINERS.

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 25th day of September 2023.

Mayor

ATTEST:

City Clerk

**FIRST AMENDMENT
TO A FIXED UNIT PRICE REQUIREMENTS AGREEMENT**

THIS AGREEMENT is made as of the 25th day of September 2023, between **THE CITY OF LEESBURG, FLORIDA** a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 347490630 (hereinafter referred to as the “CITY”), and **OTTO ENVIRONMENTAL SERVICES NORTH AMERICA, INC.** whose address is 12700 General Drive, Charlotte, NC 28273 (hereinafter referred to as the “CONTRACTOR”).

THAT, on February 8, 2021, the CITY and CONTRACTOR entered into a fixed unit price agreement whereby the CONTRACTOR agreed to provide Poly Mobile Refuse Containers to the CITY (hereinafter referred to as the “Master Agreement”).

WHEREAS, the CONTRACTOR has requested a unit price cost adjustment and a contract extension as permitted under the Master Agreement.

WHEREAS, the parties wish to modify the Agreement to extend the term ending on September 30, 2026 and increase the unit price of the Poly Roll-Out Refuse Containers 95-gallon cart and have entered into this Amendment for the purpose.

WITNESSETH:

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

1. **Recitals.** The above recitals are true and correct and are incorporated by reference herein and made a part hereof.
2. **Amendment.** The parties agree to amend the agreement as follows:
 - a. The term of the Agreement is extended through September 30, 2026.
 - b. Increase request of six percent (6%) Poly Roll-Out Refuse Containers 95-gallon cart container as listed in the price listed as Attachment ‘A’.
3. **Modification.** Except as specifically modified by this Amendment, all terms and conditions of the prior agreement shall continue in full force and effect as originally executed. Nothing herein shall be deemed or construed to amend or modify any other contract or undertaking between the City and Contractor other than as defined above.
4. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall

be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Contract may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

[Signature page follows]

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

OTTO ENVIRONMENTAL

By: _____

Its: _____
(Title)

CITY OF LEESBURG, FLORIDA

James A Burry, Mayor

ATTEST:

J. Andi Purvis, City Clerk



Charlotte, North Carolina 28273

Otto Environmental
12700 General Drive

Aaliyah Davis
Purchasing Manager
City of Leesburg
204 N. 5th Street
Leesburg, FL 34748

Re: Contract 210101 Poly Roll—Out Refuse Containers

Dear Ms. Davis,

Due to continued rising costs of raw materials, components, and shipping,
over the period 2021

— 2023, Otto Environmental Systems respectfully requests a 5% price
adjustment for the Contract 210101 Poly Roll-Out Refuse Containers 95-gaflon
cart.

Please find as justification for the increase the Consumer Price Index
document attached for the prior 12 months reflecting a 6% increase overall in
all items.

Size	Current Price per Cart	Increase per Cart	New Price per Cart
95 Edge - Truckload	\$55.70	\$2.79	\$58.49
95 Edge - Less than Truckload	\$61.70	\$3.09	\$64.79

Should you have time for a brief discussion, let me know and I will arrange a
call, or alternatively, answer any questions that you may have.

We appreciate your business.

Thank you.

Kind regards,
Sandra Abdow
Municipal Bid Manager
Sandra.abdow@otto-usa.com

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: September 25, 2023

From: Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, Vacating a Right-of-Way and Utility Easement as recorded in Official Records Book 1270, Page 1788, Public Records of Lake County, Florida; providing for the repeal of prior inconsistent resolutions; providing for severability; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution vacating a right-of-way and utility easement as described therein.

Analysis:

The owner, Tropical Investments & Holdings, LLC, of real property generally located South of CR 48 and East of Haywood Worm Farm Road, City of Leesburg, Florida, has requested the vacation of a right-of-way and utility easement as recorded in Official Records Book 1270, Page 1788, Public Records of Lake County, Florida, and more particularly described in the Resolution attached hereto.

Procurement Analysis:

N/A

Options:

1. Adopt the Resolution vacating the right-of-way and utility easement 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, VACATING A RIGHT-OF-WAY AND UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1270, PAGE 1788, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owner, Tropical Investments & Holdings LLC, of real property generally located South of CR 48 and East of Haywood Worm Farm Road, City of Leesburg, Florida, with a Parcel ID number 14-20-24-0100-000-02002, has requested the vacation of a right-of-way and utility easement; and

WHEREAS, the City of Leesburg is not currently using, nor has plans to use, the subject right-of-way and utility easement;

WHEREAS, the City Commission of the City of Leesburg hereby finds this resolution to be in the best interest of the public health, safety and welfare of the citizens of Leesburg;

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

Section 1. Recitals. The above recitals are true and correct and hereby fully incorporated herein by this reference as part of this Resolution.

Section 2. Easement Vacation. The City Commission of the City of Leesburg hereby vacates the right-of-way and utility easement between Tex A. Merritt and the City of Leesburg dated December 2, 1993 and recorded in Official Records Book 1270, Page 1788, Public Records of Lake County, Florida and more particularly described as follows:

THE WEST 10.00 FEET OF THE EAST 33.00 FEET OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 LYING SOUTH OF COUNTY ROAD 48: AND THE WEST 10.00 FEET OF THE NORTH 25.00 FEET OF THE EAST 33.00 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4: ALL IN SECTION 14, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

Section 3. Recording. Following adoption of this resolution by the City Commission, the City Clerk shall record same in the Official Records of Lake County, Florida.

Section 4. Repeal of Prior Inconsistent Resolutions. All prior inconsistent resolutions adopted by the City Commission, or parts of resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this resolution.

Section 6. Effective Date. This resolution shall take effect immediately upon adoption by the City Commission.

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

James A. Burry, Jr., Mayor

ATTEST:

J. Andi Purvis, City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: September 25, 2023

From: Sandra Wilson, (Housing Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, approving the inventory list of publicly-owned surplus property suitable for affordable housing that is owned by the City of Leesburg and the Carver Heights / Montclair Area Community Redevelopment Agency; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution to adopt the list of surplus land that is suitable for affordable housing development.

Analysis:

A provision of SB 102 - Live Local Act requires local governments to post their affordable housing land inventory lists online pursuant to Florida Statute 166.0451, and encourages the establishment of best practices when using public lands for long-term affordable housing, and extends the affordable housing land inventory requirement to all dependent special districts. Therefore, the list of properties owned by the Carver Heights / Montclair Area Community Redevelopment Agency is also required to be posted online.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

N/A

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, APPROVING THE INVENTORY LIST OF PUBLICLY-OWNED SURPLUS PROPERTY SUITABLE FOR AFFORDABLE HOUSING THAT IS OWNED BY THE CITY OF LEESBURG AND THE CARVER HEIGHTS / MONTCLAIR AREA COMMUNITY REDEVELOPMENT AGENCY; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the list establishing surplus property inventory of publicly-owned land suitable for affordable housing that is owned by the City of Leesburg and the Carver Heights / Montclair Area Community Redevelopment Agency is hereby accepted and approved.

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 25th day of September 2023.

Mayor

ATTEST:

City Clerk

City-Owned Parcels Suitable for Affordable Housing

City Property List	Addresses	Type	Alternate Key	Size	Legal Description
Owner	Addresses	Type	Alternate Key		Legal Description
City of Leesburg	1011 Stinson St.	Vacant Land/ residential	1174287	75 x 134	From the Northeast corner of the Southwest 1/4 of the Northwest 1/4 of Section 22, Township 19 South, Range 24 East, in the City of Leesburg, Florida, run thence South a distance of 244 feet; thence run West a distance of 494 feet to the Point of Beginning; from said Point of Beginning, run South 75 feet; thence run East 134 feet; thence run North 75 feet; thence run West 134 feet to the Point of Beginning, in Lake County, Florida.
City of Leesburg	1201 Nebraska St.	Vacant Land/ residential	3880831	90 X 60	Lot 5 and the South 10 feet of Lot 4, Block "D", BEULAH HEIGHTS, according to the plat thereof recorded in Plat Book 5, Page 74, Public Records of Lake County, Florida.
City of Leesburg	1205 Nebraska St.	Vacant Land/ residential	1725810	90 x 140	That part of Lots 1 and 2, Block D, BEULAH HEIGHTS, a subdivision in the City of Leesburg, according to the plat thereof, as recorded in Plat Book 5, Page 74, of the Public Records of Lake County, Florida, described as follows: Begin at the Northeast corner of Lot 1, of said Block D, run South along the East line of said Lots 1 and 2 for 55.90 feet; thence Westerly to a point on the West line of said Lot 2, that is 51.68 feet South of the Northwest corner of said Lot 1; thence North for 51.68 feet to the Northwest corner of said Lot 1; thence East for 100 feet to the POINT OF BEGINNING. AND ALSO Lots 1, 2, 3, 4, and 5, Block D, BEULAH HEIGHTS, a subdivision in the City of Leesburg, according to the plat thereof, as recorded in Plat Book 5, Page 74, of the Public Records of Lake County, Florida, LESS: Begin at the Northeast corner of Lot 1, of said Block D, run South along the East line of said Lots 1 and 2 for 55.90 feet; thence Westerly to a point on the West line of said Lot 2, that is 51.68 feet South of the Northwest corner of said Lot 1; thence North for 51.68 feet to the Northwest corner of said Lot 1; thence East for 100 feet to the POINT OF BEGINNING. LESS: All of that portion of Lots 1 through 5, inclusive, Block D, BEULAH HEIGHTS, a subdivision in the City of Leesburg, according to the plat thereof, as recorded in Plat Book 5, Page 74, of the Public Records of Lake County, Florida, that lies East of the West line of the Northeast $1\frac{1}{2}$ of the Northwest $1\frac{1}{2}$ of Section 22, Township 19 South, Range 24 East, according to the actual location of found monumentation of said BEULAH HEIGHTS, more particularly described as follows: Our File No.: CT-A825530 / AH 

City-Owned Parcels Suitable for Affordable Housing

City Property List	Addresses	Type	Alternate Key	Size	Legal Description
Owner	Addresses	Type	Alternate Key		Legal Description
City of Leesburg	1002 Nebraska St.	Vacant Land/ residential	1232686	60 x 150	All of Lot 14 and the South 10 feet of Lot 15 in Block "H" of LIBERIA SUBDIVISION in the City of Leesburg, Florida, according to the plat thereof recorded in Plat Book 9, Page 13, Public Records of Lake County, Florida.
City of Leesburg	904 Georgia Ave	Vacant Land/ residential	1232554	50 x 130	Lot 7, Block E, of LIBERIA, as recorded in Plat Book 9, Page 13, Public Records of Lake County, Florida.
City of Leesburg	1010 Georgia Ave	Vacant Land/ residential	1456835	7,628.6 Sq feet	Lot 6, less the East 30 feet thereof, and the North 10 feet of Lot 7, less the East 30 feet thereof, in Block A in Liberia, according to the plat thereof recorded in Plat Book 9, Page 13, Public Records of Lake County, Florida.
City of Leesburg	1115 CR 468	Single Family/ Vacant House	1290392	1.5 acres	From the Southeast corner of the Northwest 1/4 of the Northwest 1/4 of said Section 21, run West along the South line of said Northwest 1/4 of the Northwest 1/4 to the West right of way of Highway No. 458; thence North 0 degrees 27 minutes 14 seconds East along said right of way 236.92 feet to a right of way concrete monument; thence West along the right of way 7.0 feet to a right of way concrete monument; thence North 0 degrees 27 minutes 14 seconds East along the right of way 42.90 feet to a concrete monument and the Point of Beginning of this description; From said Point of Beginning run South 88 degrees 44 minutes 00 seconds West 265.10 feet; thence North 0 degrees 12 minutes 20 seconds East 176.50 feet; thence North 88 degrees 44 minutes 00 seconds East 265.96 feet to the West right of way of Highway No. 468; thence South 0 degrees 27 minutes 14 seconds West along Highway right of way 176.50 feet to the Point of Beginning.
City of Leesburg	Parker St	Vacant Land	3814633	0.12 acres	HERITAGE ESTATES PHASE 2 PB 48 PG 44-45 TRACT D

City-Owned Parcels Suitable for Affordable Housing

City Property List	Addresses	Type	Alternate Key	Size	Legal Description
Owner	Addresses	Type	Alternate Key		Legal Description
City of Leesburg	1041 CR 468	Land/ 4.2 acres behind RC	3911264	4.2 acres	FROM SE COR OF NW 1/4 OF NW 1/4 OF SEC 21-19-24 RUN N 89-53-40 W 33 FT TO W R/W OF CR 468, N 0-27-14 E 25 FT TO N R/W LINE OF PRUITT STREET & POB, RUN N 89-53-40 W ALONG N R/W OF PRUITT ST 501 FT, N 0-12-20 E 594.56 FT, N 88-46-17 E 496.79 FT TO W R/W OF CR 468, S 0-27-14 W 174.78 FT, S 88-44-0 W 265.96 FT, S 0-12-20 W 176.50 FT, N 88-44-0 E 265.10 FT TO W R/W OF CR 468, S 0-27-14 W 42.90 FT, S 89-47-13 E 7 FT, S 0-27-14 W 211.92 FT TO POB ORB 1798 PG 872 ORB 3310 PGS 2067 2069 2104 2109 2113 ORB 3311 PG 2124 ORB 3312 PGS 1770 1789 1790 1792 ORB 3320 PGS 1643 1646 1674 ORB 3326 PGS 1860 1861 1890 1891 ORB 3424 PG 2185 ORG 3645 PG 1091
City of Leesburg	1018 McCormack	Vacant Land	1290899	60 x 100	FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA, RUN SOUTH ALONG THE WEST LINE OF THE SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 170.58 FEET; THENCE EAST AT RIGHT ANGLES TO THE SAID WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 362.84 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING CONTINUE EAST 100 FEET; THENCE SOUTH AND PARALLEL WITH THE WEST LINE OF THE SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 59.89 FEET, MORE OR LESS, TO A POINT THAT IS 1098.36 FEET NORTH OF THE SOUTH LINE OF THE SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, THENCE WEST AND PARALLEL WITH THE SOUTH LINE OF THE SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 100 FEET, THENCE NORTH 59.59 FEET, MORE OR LESS, TO THE POINT OF BEGINNING
City of Leesburg	912 Stinson Street	Vacant Land	3816905	Lot	A PARCEL OF LAND IN SECTION 22, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT AN IRON ROD (NO IDENTIFICATION) 990.00 FEET SOUTH OF THE NORTH EAST CORNER OF THE SOUTH WEST OF THE NORTH WEST, AND RUN NORTH 89 DEGREES 02'11" WEST, A DISTANCE OF 244.56 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 01 DEGREES 16'07" WEST, A DISTANCE OF 46.22 FEET, THENCE RUN NORTH 88 DEGREES 34'37" WEST, A DISTANCE OF 77.81 FEET TO THE MONUMENTED EASTERLY RIGHT-OF-WAY LINE OF STINSON STREET, AND RUN SOUTH A DISTANCE OF 46.85 FEET; THENCE RUN SOUTH 89 DEGREE 02'11" EAST, A DISTANCE OF 76.78 FEET, THE POINT OF BEGINNING TO CLOSE.
City of Leesburg	1111 Beecher St.	Vacant Land	1174571	210 x 210 (1.01 acre)	S 210 FT OF E 210 FT OF NE 1/4 OF NW 1/4
City of Leesburg	Tuskegee St	Vacant Land	3884446	.35 acre	Leesburg, Liberia playground PB 9 PG 13

City-Owned Parcels Suitable for Affordable Housing

City Property List	Addresses	Type	Alternate Key	Size	Legal Description
Owner	Addresses	Type	Alternate Key		Legal Description
City of Leesburg	2103 Hollywood Drive	Vacant Land	1350387	Lot	Parcel No. 1: That part of Lot 20 in Hollywood Heights, a subdivision in the City of Leesburg, Florida, according to the plat thereof recorded in Plat Book 13, Page 18, Public Records of Lake County, Florida, bounded and described as follows: Begin at a point on the Northwestern line of said Lot 20 that is midway between the most Westerly corner and the most Northerly corner of said Lot 20; run thence Southeasterly midway between the Northeasterly and Southwesterly lines of said Lot 20 to the waters of Lake Hollywood, said point being hereby designated as Point "A". Begin again at the said point of beginning and run Northeasterly along the Northwestern line of said Lot 20 a distance of 3 feet; thence Southeasterly parallel with the Westerly line of this description to the waters of Lake Hollywood; thence Westerly along with the waters of Lake Hollywood to the above-designated Point "A". Parcel No. 2: That part of Lots 20 and 21 in Hollywood Heights, a subdivision in the City of Leesburg, Florida, according to the plat thereof recorded in Plat Book 13, Page 18, Public Records of Lake County, Florida, bounded and described as follows: From the most Westerly corner of said Lot 21, run thence Northeasterly along the Northwestern line of said Lot 21, to a point that is 30 feet Northeasterly from the Southwesterly line of said Lot 21 when measured at right angles thereto, said point being the point of beginning of this description. From said point of beginning run thence Southeasterly parallel with and 30 feet from the Southwesterly line of said Lot 21 to the water of Lake Hollywood, said point being hereby designated as Point "A". Begin again at the point of beginning and run thence Northeasterly along the Northwestern line of said Lots 20 and 21 to a point on the Northwestern line of said Lot 20 that is midway between the most Westerly corner and the most Northerly corner of said Lot 20; thence Southeasterly midway between the Northeasterly and Southwesterly line of said Lot 20 to the waters of Lake Hollywood; thence Southwesterly along and with the waters of Lake Hollywood to the above-designated Point "A". Parcel Identification Number: 2719241000-000-02000

Carver Heights CRA Properties Suitable for Affordable Housing

	A	B	C	D	E	F
1	City Property List	Addresses	Type	Alternate Key	Size	Legal Description
2	Owner	Addresses	Type	Alternate Key		Legal Description
3	Carver Heights/ Montclair CRA	706 Beecher St.	Vacant Land	1267447	7300 sf (.16 acre)	LOTS 13, 14, AND 15, BLOCK D, WILKIN'S NO. 6 SUBDIVISION IN THE CITY OF LEESBURG, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 67, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA
4	Carver Heights/ Montclair CRA	Nebraska St	Vacant Land/ residential	2821710	50 x 150 (.17 acre)	THE SOUTH 17 FEET OF LOT 4, AND LOT 5, LESS AND EXCEPT THE SOUTH 17 FEET, BLOCK I, LIBERIA, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 13, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA
5	Carver Heights/ Montclair CRA	Alabama Ave	Vacant Land/ residential	1232465	50 x 191 (.21 acre)	LOT 1, LESS THE EAST 125 FEET THEREOF, THE NORTH 50 FEET OF LOTS 18, 19 & 20 AND THE NORTH 50 FEET OF THE EAST 16 FEET OF LOT 17, BLOCK C, LIBERIA T.W. WAITMAN'S SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 13, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA
6	Carver Heights/ Montclair CRA	1003 Georgia Ave	Vacant Land/ residential	1232678	60 x 150 (.20 acre)	LOT 11 AND THE SOUTH 10 FEET OF LOT 10, BLOCK H, LIBERIA T.W. WAITMAN'S SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 13, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA
7	Carver Heights/ Montclair CRA	Alabama & Nebraska	Land/ 12 Lots development	1726760	150 X 150 (.51 acre)	LOTS 7, 8, 10, 11 AND 12, BLOCK F, LIBERIA, A SUBDIVISION IN THE CITY OF LEESBURG, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 13, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA
8	Carver Heights/ Montclair CRA	Alabama & Nebraska	Land/ 12 Lots development	3460294	50 X 150 (.17 acre)	LOT 9, BLOCK F, LIBERIA, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 9, PAGE 13, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA

Carver Heights CRA Properties Suitable for Affordable Housing

	A	B	C	D	E	F
1	City Property List	Addresses	Type	Alternate Key	Size	Legal Description
2	Owner	Addresses	Type	Alternate Key		Legal Description
9	Carver Heights/ Montclair CRA	Alabama & Nebraska	Land/ 12 Lots development	2701676	100 X 150 (.34 acre)	LOTS 21, 22, 23, 24, 25, AND 26, BLOCK I, LIBERIA, A SUBDIVISION IN THE CITY OF LEESBURG, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 13, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA
10	Carver Heights/ Montclair CRA	801 Beecher St	Vacant Land/ residential	1232490	65 X 106 (.15 acres)	LEESBURG, LIBERIA S 24 FT OF E 106 FT OF LOT 5, E 106 FT OF LOT 6, BLK C--LESS S 9 FT THEREOF FOR R/W--PB 9 PG 13 ORB 5924 PG 1419
11	Carver Heights/ Montclair CRA	Beecher St	Vacant Land/ residential	3780964	40 X 106 (.09 acres)	LEESBURG, LIBERIA S 14 FT OF E 106 FT OF LOT 4, E 106 FT OF LOT 5, BLK C--LESS S 24 FT--PB 9 PG 13 ORB 5924 PG 1419
12	Carver Heights/ Montclair CRA	Beecher St	Vacant Land	1267455	50 x 146 (.16 acre)	LOTS 13, 14, AND 15 BLOCK D, WILKIN'S NO. 6 SUBDIVISION IN THE CITY OF LEESBURG, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 67, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA
13	Carver Heights/ Montclair CRA	701 McCormack Street	Vacant Lnad	1267358	24074 SF (.55 acre)	LOTS 1, 2, AND 3, BLOCK C, W.C. WILKINS NUMBER SIX ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 67 PUBLIC RECORDS OF LAKE COUNTY, FLORIDA

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: September 25, 2023

From: Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and the City Clerk to execute a Cost Share Agreement between the St. Johns River Water Management District and the City of Leesburg; and providing an effective date.

Staff Recommendation:

Staff recommends approval and execution of the Cost Share Agreement between the St. Johns River Water Management District and the City of Leesburg.

Analysis:

The waters of the state of Florida are among its basic resources, and it has been declared to be the policy of the Legislature to promote the conservation, development, and proper utilization of surface and ground water. The Leesburg Turnpike Wastewater Treatment Facility Nuvoda Full Scale Pilot REDI/Innovative has been determined to be an opportunity for the development of alternative or non-traditional water supply sources. As such, SJRWMD has offered a 50% cost sharing opportunity that will benefit the water resources and one or more of the District's missions and initiatives as well as reduce operating costs while increasing capacity for the City.

In short, this project seeks to introduce an additive into the treatment basins of the Turnpike facility which will increase their nameplate treatment capacity. The pilot program was contemplated and is part of the Turnpike expansion project. If it works, the Turnpike modified capacity could be greater than 6 MGD.

Procurement Analysis:

For satisfactory completion of the Project, the District shall reimburse Recipient an amount not to exceed approximately 50.00% of the total project cost of \$308,775 or \$154,388, whichever is less.

Options:

1. Approve the Cost Share Agreement between the St. Johns River Water Management District and the City of Leesburg ; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Approving of this agreement will obligate the City to match SJRWMD's funding of the pilot study in the

amount of 50.00% of the total project cost of \$308,775 or \$154,388, whichever is less. Funds are available in the project budget for the Turnpike Wastewater Treatment Facility expansion. A budget adjustment will be necessary to add these funds to the current budget.

Account No. 044-0000-337-3800

WF No. WF1395953

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING THE MAYOR AND THE CITY CLERK TO
EXECUTE A COST SHARE AGREEMENT BETWEEN THE ST. JOHNS
RIVER WATER MANAGEMENT DISTRICT 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 an agreement with the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the “District”), whose address is 4049 Reid Street, Palatka, Florida 32177, for cost-share dollars that will enable the City to determine whether Nuvoda Mobile Organic Biofilm (MOB) improves treatment efficiency of the city’s wastewater treatment facility (WWTF).

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 25th day of September 2023.

Mayor

ATTEST:

City Clerk

**COST-SHARE AGREEMENT
BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND THE CITY OF LEESBURG**

THIS AGREEMENT (“Agreement”) is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the “District”), whose address is 4049 Reid Street, Palatka, Florida 32177, and the CITY OF LEESBURG (“Recipient”), whose address is 550 South 14th Street, Leesburg, Florida 34748. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

RECITALS

The waters of the state of Florida are among its basic resources, and it has been declared to be the policy of the Legislature to promote the conservation, development, and proper utilization of surface and ground water. Pursuant to chapter 373, Fla. Stat., the District is responsible for the management of the water resources within its geographical area.

The District 2023-24 cost-share funding program is designed to fund the construction of local stormwater management and alternative water supply projects as well as conservation implementation projects. Its goals are to contribute to: (1) reduction in water demand through indoor and outdoor conservation measures; (2) development of alternative or non-traditional water supply sources; such as reclaimed water, surface water, or seawater; (3) water quality improvements (for example, nutrient-loading reduction in springsheds or other surface-water systems); and (4) water resource development opportunities (for instance, increasing available source water through expansion or development of surface-water storage). The current cost-share funding program also recognizes the importance of providing funding opportunities for construction of flood protection and natural-systems restoration projects, which are important components of the District’s core mission focus.

The District has determined that providing cost-share funding to Recipient for the purposes provided for herein will benefit the water resources and one or more of the District’s missions and initiatives.

At its April 11, 2023, meeting, the Governing Board selected Recipient’s proposal for cost-share funding. The parties have agreed to jointly fund the following project as described in the Statement of Work, Attachment A (hereafter the “Project”):

Leesburg Turnpike Wastewater Treatment Facility Nuvoda Full Scale Pilot
REDI/Innovative

In consideration of the above recitals, and the funding assistance described below, Recipient agrees to perform and complete the activities provided for in the Statement of Work, Attachment A. Recipient shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein. This Agreement consists of all of the following documents: (1) Agreement, (2) Attachment A — Statement of Work; and (3) all other attachments, if any. The parties hereby agree to the following terms and conditions.

1. **TERM; WITHDRAWAL OF OFFER**

The term of this Agreement is from the date upon which the last party has dated and executed the Agreement or October 1, 2023, whichever is later (“Effective Date”) until September 30, 2025 (“Completion Date”). Recipient shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions. Any request for an extension of time beyond the Completion Date must be made before June 30, 2025. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof (e.g., delivery of a final report, will remain in full force and effect after the Completion Date as necessary to effect performance).

- (a) This Agreement constitutes an offer until authorized, signed and returned to the District by Recipient. This offer terminates 90 days after receipt by Recipient; provided, however, that Recipient may submit a written request for extension of this time limit to the District’s Project Manager, stating the reason(s) therefor. Request for extension of time after the 90 days will be denied. The Project Manager shall notify Recipient in writing if an extension is granted or denied. If granted, this Agreement shall be deemed modified accordingly without any further action by the parties.
- (b) If the construction project, or the conservation project, which is eligible for District reimbursement, does not begin before June 30, 2024, the cost-share agreement will be subject to termination and the funds subject to reallocation.

- 2. **DELIVERABLES.** Recipient shall fully implement the Project, as described in the Statement of Work, Attachment A. Recipient is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, Recipient shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project. The District’s Project Manager shall make a final acceptance inspection of the Project when completed and finished in all respects. Upon satisfactory completion of the Project, the District will provide Recipient a written statement indicating that the Project has been completed in accordance with this Agreement. Acceptance of the final payment by Recipient shall constitute a release in full of all claims against the District arising from or by reason of this Agreement.

- 3. **OWNERSHIP OF DELIVERABLES.** Unless otherwise provided herein, the District does not assert an ownership interest in any of the deliverables under this Agreement.

4. **AMOUNT AND SOURCE OF COST-SHARE FUNDING**

- (a) **Cost-share Funding Amount.** For satisfactory completion of the Project, the District shall reimburse Recipient an amount not to exceed approximately 50.00% of the total project cost of \$308,775 or \$154,388, whichever is less.
- (b) The Cost-share Funding Amount is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure completion of the Project. Recipient shall notify the District’s Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.
- (c) “Construction Cost” is defined to include actual costs of constructing Project facilities, including construction management. Land acquisition, engineering design, permitting, and solicitation costs are excluded. Construction cost does not include any costs incurred prior to the Effective Date, unless expressly authorized by the Statement of Work. Costs that are excluded will not be credited toward Recipient’s cost-share.

- (d) Work performed or expenses incurred after the Completion Date are not eligible for Cost-share reimbursement.
- (e) The anticipated source of the Project Cost-share Funding Amount is:

Percentage of Project Cost	Not to Exceed Amount	Source
50.00%	\$154,388	District sources
0%	\$0.00	State sources
0%	\$0.00	Federal sources

5. PAYMENT OF INVOICES

- (a) Recipient shall submit itemized invoices as per the Statement of Work, Attachment A for reimbursable expenses by one of the following two methods: (1) by email to acctpay@sjrwmd.com (preferred) or (2) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571. The invoices shall be submitted in detail sufficient for proper pre-audit and post-audit review. Invoices shall include a copy of contractor and supplier invoices to Recipient and proof of payment. Recipient shall be reimbursed for the amount of Cost-share funding specified in paragraph 4 (a). The District shall not withhold any retainage from this reimbursement. District reimbursement is subject to annual budgetary limitation, if applicable, as provided in subsection (g). If necessary for audit purposes, Recipient shall provide additional supporting information as required to document invoices.
- (b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice for Work completed as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice for Work completed as of September 30, Recipient shall submit, prior to October 30, a description of the additional work on the Project completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Recipient shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that work as of September 30.
- (c) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Recipient must request approval for delayed submittal of the final invoice not later than ten days prior to the due date and state the basis for the delay.**
- (d) All invoices shall include the following information: (1) District contract number; (2) Recipient's name, address, and authorization to directly deposit payment into Recipient's account (if Recipient has not yet provided the District with a completed Direct Deposit Authorization form); (3) Recipient's invoice number and date of invoice; (4) District Project Manager; (5) Recipient's Project Manager; (6) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the Statement of Work); (7) Progress Report (if required); Invoices that do not correspond with this paragraph shall be returned without action within 20

business days of receipt, stating the basis for rejection. Payments shall be made within 45 days of receipt of an approved invoice.

- (e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the Project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Recipient and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 391.
 - (f) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the Project; (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
 - (g) **Annual budgetary limitation.** For multi-fiscal year agreements, the District must budget the amount of funds that will be expended during each fiscal year as accurately as possible. The Statement of Work, Attachment A, includes the parties' current schedule for completion of the Work and projection of expenditures on a fiscal year basis (October 1 – September 30) ("Annual Spending Plan"). If Recipient anticipates that expenditures will exceed the budgeted amount during any fiscal year, Recipient shall promptly notify the District's Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the Work without increasing the Total Compensation. The last date for the District to receive this request is August 1 of the then-current fiscal year. The District may in its sole discretion prepare a District Supplemental Instruction Form incorporating the revised work schedule and Annual Spending Plan during the then-current fiscal year or subsequent fiscal year(s).
6. **LIABILITY AND INSURANCE.** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees, and agents. Recipient accepts all risks arising from construction or operation of the Project. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in §768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations. If Florida Department of Environmental Protection ("FDEP") funds will be used to fund all or a portion of the Agreement, additional FDEP insurance requirements applicable to the Recipient are included in the insurance attachment, Attachment D, to the Agreement.
7. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Recipient and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

8. PROJECT MANAGEMENT

- (a) The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three business days' prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) email. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices via e-mail are deemed delivered on the date transmitted and received.

DISTRICT

Derek Busby, Project Manager
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177
Phone: 386-329-4459
Email: DBusby@sjrwmd.com

RECIPIENT

Cliff Kelsey, Project Manager
City of Leesburg
550 South 14th Street
Leesburg, Florida 34748
Phone: 352-728-9786
Email: Cliff.Kelsey@leesburgflorida.gov

- (b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Project. The District's Project Manager may issue a District Supplemental Instruction (DSI) form, Attachment C, to authorize minor adjustments to the Project that are consistent with the purpose of the Project. Both parties must sign the DSI. A DSI may not be used to change the District cost-share or percentage, quantity, quality, or the Completion Date of the Project, or to change or modify the Agreement.

9. PROGRESS REPORTS AND PERFORMANCE MONITORING.

- (a) **Progress Reports.** Recipient shall provide to the District quarterly Project update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Project and outline any potential issues affecting completion or the overall schedule. Recipient shall use the District's Project Progress Report form, Attachment B. Recipient shall submit the Project Progress Reports to the District's Project Manager and District's Budget Coordinator within 30 days after the closing date of each calendar quarter (March 31, June 30, September 30, and December 31).
- (b) **Performance Monitoring.** For as long as the Project is operational, the District shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. Recipient shall make available to the District any data that is requested pertaining to performance of the Project.

10. **WAIVER.** The delay or failure by the District to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the District's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

11. FAILURE TO COMPLETE PROJECT

- (a) Should Recipient fail to complete the Project, Recipient shall refund to the District all of the funds provided to Recipient pursuant to this Agreement. However, the District, in its sole judgment and discretion, may determine that Recipient has failed to complete the Project due to circumstances that are beyond Recipient's control, or due to a good faith determination that the Project is no longer environmentally or economically feasible. In such event, the District may excuse Recipient from the obligation to return funds provided hereunder. If the Project has not been completed within 30 days after the Completion Date, Recipient shall provide the District with notice regarding its intention as

to completion of the Project. The parties shall discuss the status of the Project and may mutually agree to revise the time for Project completion or the scope of the Project. Failure to complete the Project within 90 days after the Completion Date shall be deemed to constitute failure to complete the Project for the purposes of this provision.

- (b) In the event the Project constitutes a portion of the total functional project, this paragraph shall apply in the event the total functional project is not completed. In such event, the 90-day timeframe provided herein shall commence upon the date scheduled for completion of the total functional project at the time of execution of this Agreement, unless extended by mutual agreement of the parties. Paragraphs (a) above and this paragraph shall survive the termination or expiration of this Agreement.

12. **TERMINATION.** If Recipient materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the District may provide Recipient written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. Recipient shall have 30 days following receipt of the notice to cure the breach. If Recipient fails to cure the breach within the 30-day period, the District shall issue a Termination for Default Notice terminating this Agreement without further notice. In such event, Recipient shall refund to the District all funds provided to Recipient pursuant to this Agreement within 30 days of such termination. The District may also terminate this Agreement upon ten days' written notice in the event of any material misrepresentations in the Project Proposal.

Delay or failure by the District to enforce any right, remedy or deadline hereunder shall not impair, or be deemed a waiver of, any such right, remedy or deadline, or impair the District's rights or remedies for any subsequent breach or continued breach of this Agreement.

ADDITIONAL PROVISIONS

13. **ASSIGNMENT.** Recipient shall not assign this Agreement, or any monies due hereunder, without the District's prior written consent. Recipient is solely responsible for fulfilling all work elements in any contracts awarded by Recipient and payment of all monies due. No provision of this Agreement shall create a contractual relationship between the District and any of Recipient's contractors or subcontractors.

14. AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS

- (a) **Maintenance of Records.** Recipient shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. Recipient shall keep the records of receipts and expenditures, copies of all reports submitted to the District, and copies of all invoices and supporting documentation for at least five years after expiration of this Agreement. In accordance with generally accepted governmental auditing standards, the District shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, Recipient shall maintain all required records until the audit is completed and all questions are resolved. Recipient will provide proper facilities for access to and inspection of all required records.
- (b) **Repayment of Funds.** District funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the District finds any of the following: (1) Recipient has spent funds for purposes other than as provided for herein, including but not limited to construction materials not used in the Project; (2) Recipient has failed to perform a continuing obligation of this Agreement; (3) Recipient has received duplicate funds from the District for the same purpose; (4) Recipient has been advanced or paid unobligated funds; (5) Recipient has been paid funds in

excess of the amount Recipient is entitled to receive under the Agreement; and/or (6) Recipient has received more than 100% contributions through cumulative public agency cost-share funding.

15. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
16. **COOPERATION WITH THE INSPECTOR GENERAL, PURSUANT TO §20.055(5) FLA. STAT.** Recipient and any subcontractors understand and will comply with their duty, pursuant to §20.055(5), Fla. Stat., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.
17. **DISPUTE RESOLUTION.** Recipient is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the District's Project Manager no later than ten business days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within ten business days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Project.
18. **DIVERSITY OPPORTUNITIES.** The District is committed to the opportunity for diversity in the performance of all cost-sharing agreements and encourages Recipient to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as contractors. The District will assist Recipient by sharing information on W/MBEs.
19. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state legal proceeding is Putnam County and federal legal proceedings shall be in Orange County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.
20. **INDEPENDENCE OF PARTIES.** The parties are independent entities and do not serve as agents or representatives of one another. This Agreement does not create a joint venture relationship between the parties. Recipient is not a contractor of the District. The District is providing cost-share funding as a cooperating governmental entity to assist Recipient in accomplishing the Project. Recipient is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished. Recipient is solely responsible for compliance with all labor, health care, and tax laws pertaining to Recipient, its officers, agents, and employees.
21. **CONFLICTING INTEREST IN RECIPIENT.** Recipient certifies that no officer, agent, or employee of the District has any material interest, as defined in §112.312, Fla. Stat., either directly or indirectly, in the business of Recipient to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.
22. **NON-LOBBYING.** Pursuant to §216.347, Fla. Stat., as amended, Recipient agrees that funds received from the District under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.

23. **PERMITS.** Recipient shall comply with all applicable federal, state, and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. Recipient shall obtain any and all governmental permits necessary to implement the Project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding.
24. **PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017, Fla. Stat., for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.
25. **SCRUTINIZED COMPANIES.**
- (a) Recipient certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to §287.135, Fla. Stat., the District may terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification; or if the Recipient is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
 - (b) If this Agreement is for more than one million dollars, the Recipient certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Recipient is found to have submitted a false certification; or if the Recipient is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
 - (c) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.
26. **PUBLIC RECORDS.** Records of Recipient that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If Recipient receives a public records request, Recipient shall promptly notify the District's Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other materials related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.
27. **ROYALTIES AND PATENTS.** Recipient certifies that the Project does not, to the best of its information and belief, infringe on any patent rights. Recipient shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss to the extent allowed by Florida law.

IN WITNESS WHEREOF, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, or duly authorized designee, and Recipient has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

CITY OF LEESBURG

By: _____
Mary Ellen Winkler, J.D., Assistant Executive Director

By: _____

Typed Name and Title

Date: _____

Date: _____

Attest: _____

Typed Name and Title

LaDonna Johnson, SJRWMD QC Reviewer

Attachments:

- Attachment A — Statement of Work
- Attachment B — Project Progress Report Form
- Attachment C — District Supplemental Instructions Form
- Attachment D — Insurance Requirements

**ATTACHMENT A —STATEMENT OF WORK
LEESBURG TURNPIKE WASTEWATER TREATMENT FACILITY NUVODA FULL SCALE
PILOT REDI/INNOVATIVE**

I. INTRODUCTION/BACKGROUND

The St. Johns River Water Management District (District) is continuing its Cooperative Cost-share Initiative Program in Fiscal Year (FY) 2023-24 to develop and implement resource and water supply development projects and promote conservation. On April 11, 2023, the District's Governing Board approved funding for cooperative cost-share projects. Each project selected for funding will have a positive benefit to one or more of the District's core missions; including water supply, water quality, natural systems, or flood mitigation.

The City of Leesburg (Recipient) has been awarded funding for their Leesburg Turnpike Wastewater Treatment Facility Nuvoda Full Scale Pilot REDI/Innovative (Project) for the not to exceed amount as set forth in paragraph 4(a) of the Agreement. The Recipient is located in Lake County.

II. OBJECTIVES

The objective of this contract is to provide cost-share dollars that will enable the Recipient to determine whether Nuvoda Mobile Organic Biofilm (MOB) improves treatment efficiency of the city's wastewater treatment facility (WWTF).

III. SCOPE OF WORK

This innovative Project installs Nuvoda MOB into the city's existing WWTF treatment basin, to assess if the biomedica increases the treatment efficiency. The Project includes the treatment media and constructs pumping and piping modifications to an existing Sequence Batch Reactor (SBR) tank, drum screening, and return pumping. This pilot will evaluate the Nuvoda MOB process to assess if this innovative technology can further reduce the plant effluent nutrients. Once treated through the Nuvoda process, the effluent would still be decanted, filtered, and chlorinated, as per typical plant operation before leaving the facility.

IV. PROJECT ADMINISTRATION AND DELIVERABLES

The Recipient shall be responsible for the following:

- Complete and obtain final Project design, construction plans, and specifications;
- Obtain all required permits, including right of access to the Project sites, related to Project construction and subsequent operation and maintenance of the completed work;
- Assure compliance with all permits and permit conditions;
- Provide procurement for Project construction;
- Perform supervision and inspection of construction;
- Perform construction contract administration;
- Assure compliance with cost accounting practices and procedures required for reimbursement of cost-share funds expended.

The Recipient shall provide the following to the District's Project Manager:

- Timely invoices in accordance with this cost-share agreement to enable proper review by the District's Project Manager prior to payment authorization. Deliverables to be submitted with invoices include (as applicable):
 - Interim progress status summaries including inspections, meeting minutes and field notes and dated color photographs of the construction completed to include on-going work that represents the time-period being invoiced;

- Final invoice submittals for completed construction including inspections and dated color photographs of the construction site prior to, during and immediately following completion of the construction task;
- Construction plans, specifications, and contract documents for the site work must be made available upon request;
- Written verification that the record drawings and any required final inspection reports for the Project are received;
- Quarterly progress reports identifying Project progress to date, key milestones reached, overall Project schedule versus time for Project completion, an updated spend-down plan, key issues to be resolved, Project construction photos with dates. Quarterly reports shall also be emailed to the District's Budget Coordinator at hnbarber@sjrwmd.com.
- The Recipient shall submit a final Project report within 15 days of final completion and acceptance detailing the Project's accomplishments and any issues resolved during the course of the work.
- Certification of construction completion by a professional engineer registered in the state of Florida.

The Recipient shall ensure the task in the Task Identification section below is completed.

V. TASK IDENTIFICATION AND TIME FRAMES

The expiration date of this cost-share agreement is September 30, 2025. The projected schedule is as follows:

Task Description	Anticipated Start Date	Anticipated Completion Date
Construction	October 1, 2023	March 31, 2024

VI. BUDGET/COST SCHEDULE

For satisfactory completion of the Project, the District shall reimburse the Cost-share Funding Amount as set forth in paragraph 4(a) of the Agreement.

Recipient shall invoice the District quarterly with appropriate documentation. The District's Project Manager shall provide an invoice template that will be used. Invoices shall include a copy of the contractor's invoices submitted to the Recipient, proof of payment by Recipient, and other required supporting documentation for reimbursement up to match amount. For in-house expenses, Recipient shall provide copies of all receipts for materials and a system report showing documentation of staff time or other proof of staff time expenses for the Project. The final invoice shall be submitted with the final Project report. If the total actual cost of this Project is less than originally estimated, the District's cost-share amount shall be reduced accordingly. Recipient may invoice more frequently submitting all required documentation and include general status information. Recipient may invoice the District for construction-related costs after October 1, 2023, cost incurred prior to October 1, 2023, will not be eligible for reimbursement.

ATTACHMENT B PROJECT PROGRESS REPORT

**St. Johns River Water Management District
Project Progress Report**

Contract #: 38827

Date: _____

Report Number: _____

Contract/Project Identification

Project Name:	Leesburg Turnpike Wastewater Treatment Facility Nuvoda Full Scale Pilot REDI/Innovative		
Recipient:	City of Leesburg		
SJRWMD Contract Number:	38827	SJRWMD Project Manager:	Derek Busby
		Recipient's Project Manager:	Cliff Kelsey

Construction Schedule

Construction Start Date:	
Construction Completion Date:	
Contract Expiration Date:	

Reporting Period

Beginning Date:	
Ending Date:	

Cost-share Budget

Total Cost-share Budget:		Cost-share Amount Expended This Period:	
Cost-share Amount Expended To-date:		Percent Cost-share Budget Expended:	

Spend-Down Plan

Fiscal Year 1

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Fiscal Year 2

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Project Readiness and Schedule Tracking

Project Phase	% Complete Shown in Application	% Complete Currently	Start Date Shown in Application	Completion Date Shown in Application	Current Start Date	Current Completion Date	Notes: Explain anticipated deviations from schedule
Planning							
Design							
Permitting							
Bidding & Award							

SOW Construction Tasks/Milestones/Deliverables

Task Number	Tasks/Milestones/Deliverables	Total Construction % Complete	Start Date Shown in SOW	Completion Date Shown in SOW	Current Start Date	Current Completion Date
1						

Project update including problems, issues, and solutions. Explain in detail.

--

Include digital photographs of work accomplished during reporting period. Attach an additional page of notes if necessary to explain reasons for lateness or unusual events or circumstances.

ATTACHMENT C — DISTRICT'S SUPPLEMENTAL INSTRUCTIONS (sample)

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO: Cliff Kelsey
City of Leesburg
550 South 14th Street
Leesburg, Florida 34748

FROM: Derek Busby, Project Manager

CONTRACT NUMBER: 38827

CONTRACT TITLE: Leesburg Turnpike Wastewater Treatment Facility Nuvoda Full Scale Pilot
REDI/Innovative

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor adjustments to the work as consistent with the Contract Documents and return to the District's Project Manager.

1. RECIPIENT'S SUPPLEMENTAL INSTRUCTIONS:
2. DESCRIPTION OF WORK TO BE CHANGED:
3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS: .

Recipient's approval: (choose one of the items below):

Approved: _____ Date: _____

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

Approved: _____ Date: _____

(Recipient agrees to implement the Supplemental Instructions as requested but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: _____ Date: _____
Derek Busby, District Project Manager

Acknowledged: _____ Date: _____
Breanna Pierce, District Procurement Specialist

c: Contract file
Financial Services

ATTACHMENT D — INSURANCE REQUIREMENTS

Recipient shall acquire and maintain, and ensure that any sub-recipients, contractors, and subcontractors, similarly acquire and maintain, until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Recipient shall not commence the Work until the District receives and approves Certificates of Insurance documenting required coverage. Recipient's General Liability policy shall include Endorsement CG 20 10 04 13, or equivalent, naming the St. Johns River Water Management District (the "District") as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation (Endorsement CG 24 04 05 09) against the District for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the District no less than 30 days' written notice (with the exception of non-payment of premium which requires a ten-day notice) in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the District. Approval will not be unreasonably withheld. Recipient is responsible for any deductible or self-insured retention. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida and having an A.M. Best rating of A-V or greater. If any work proceeds over or adjacent to water, the Recipient shall secure and maintain, as applicable, any other type of required insurance, including but not limited to, Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits not less than \$300,000 each. District receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements.

- (a) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers' compensation, if applicable, in not less than the minimum limits required by Florida law. If Recipient claims an exemption from workers' compensation coverage, Recipient must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Recipient must provide a completed District "Affidavit (Non-Construction)" for non-construction contracts. Recipient is solely responsible for compliance with any Federal workers' compensation laws such as Jones Act and USL&H Act, including any benefits available to any workers performing work on this project.
- (b) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability for each occurrence of not less than \$1,000,000 for personal injury, bodily injury, and property damage, with an aggregate of \$2,000,000. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of the Recipient. Extensions shall be added, or exclusions deleted to provide the necessary coverage.
- (c) **Automobile Liability.** Minimum limits of \$100,000/\$300,000/\$100,000.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: September 25, 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. 78, Unit No. 79, Unit No. 80, Unit No. 81, Unit No. 82, and Unit No. 83 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 within Villages of West Lake **Unit No. 78**, per the Plat recorded in Plat Book 81, Pages 5 through 9, inclusive, **Unit No. 79**, per the Plat recorded in Plat Book 81, Pages 10 through 11, inclusive; **Unit No. 80**, per the Plat recorded in Plat Book 81, Pages 13 through 14, inclusive; **Unit No. 81**, per the Plat recorded in Plat Book 81, Pages 15 through 18, inclusive; **Unit No. 82**, per the Plat recorded in Plat Book 81, Pages 19 through 20, inclusive; and **Unit No. 83**, per the Plat recorded in Plat Book 81, Pages 21 through 22, inclusive, 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. 78, UNIT NO. 79, UNIT NO. 80, UNIT NO. 81, UNIT NO. 82, AND UNIT NO. 83 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. 78**, per the Plat recorded in Plat Book 81, Pages 5 through 9, inclusive, **Unit No. 79**, per the Plat recorded in Plat Book 81, Pages 10 through 11, inclusive; **Unit No. 80**, per the Plat recorded in Plat Book 81, Pages 13 through 14, inclusive; **Unit No. 81**, per the Plat recorded in Plat Book 81, Pages 15 through 18, inclusive; **Unit No. 82**, per the Plat recorded in Plat Book 81, Pages 19 through 20, inclusive; and **Unit No. 83**, per the Plat recorded in Plat Book 81, Pages 21 through 22, 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 25th day of September 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 7th day of September, 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. 78**, per the Plat recorded in Plat Book 81, Pages 5 through 9, inclusive, Public Records of Lake County, Florida.

All roadways located within **Villages of West Lake Unit No. 79**, per the Plat recorded in Plat Book 81, Pages 10 through 11, inclusive, Public Records of Lake County, Florida.

All roadways located within **Villages of West Lake Unit No. 80**, per the Plat recorded in Plat Book 81, Pages 13 through 14, inclusive, Public Records of Lake County, Florida.

All roadways located within **Villages of West Lake Unit No. 81**, per the Plat recorded in Plat Book 81, Pages 15 through 18, inclusive, Public Records of Lake County, Florida.

All roadways located within **Villages of West Lake Unit No. 82**, per the Plat recorded in Plat Book 81, Pages 19 through 20, inclusive, Public Records of Lake County, Florida.

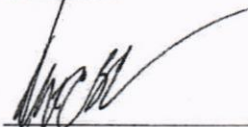
All roadways located within **Villages of West Lake Unit No. 83**, per the Plat recorded in Plat Book 81, Pages 21 through 22, inclusive, Public Records of Lake County, Florida.

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.

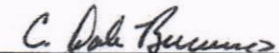
GRANTEE, BY ACCEPTANCE OF THIS RIGHT-OF-WAY DEED, AGREES TO PERPETUALLY MAINTAIN THESE ROADWAYS BEGINNING ON THE DATE THAT IS TWO (2) YEARS AFTER THE DATE THAT THE CITY OF LEESBURG ENGINEER HAS CERTIFIED THAT CONSTRUCTION OF SUCH ROADWAYS HAS BEEN COMPLETED.

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

ATTEST:

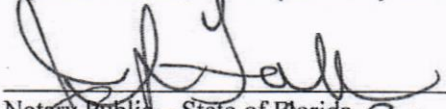

Kenneth C. Blocker, District Manager

**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 1st day of Sept, 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: Jennifer Farlow
Commission Number: _____
Commission Expires: _____



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

INSTRUMENT #2023068835
OR BK 6157 PG 474 - 475 (2 PGS)
DATE: 6/9/2023 9:17:12 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 15th day of June, 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, G, H, I, and J of Villages of West Lake Unit No. 78, per the Plat recorded in Plat Book 81, Pages 5 through 9, inclusive, Public Records of Lake County, Florida.

All roadways and Tracts A, B, C, D, and E of Villages of West Lake Unit No. 79, per the Plat recorded in Plat Book 81, Pages 10 through 11, inclusive, Public Records of Lake County, Florida.

All roadways and Tracts A, B, C, D, and E of Villages of West Lake Unit No. 80, per the Plat recorded in Plat Book 81, Pages 13 through 14, inclusive, Public Records of Lake County, Florida.

All roadways and Tracts A, B, C, D, E, F, and G of Villages of West Lake Unit No. 81, per the Plat recorded in Plat Book 81, Pages 15 through 18, inclusive, Public Records of Lake County, Florida.

All roadways and Tracts A, B, C, D, E, F, G, and H of Villages of West Lake Unit No. 82, per the Plat recorded in Plat Book 81, Pages 19 through 20, inclusive, Public Records of Lake County, Florida.

All roadways and Tracts A, B, C, D, E, and F of Villages of West Lake Unit No. 83, per the Plat recorded in Plat Book 81, Pages 21 through 22, inclusive, Public Records of Lake County, Florida.

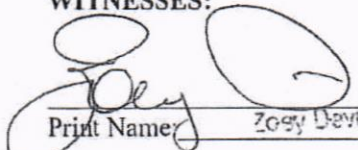
Reserving therefrom unto Grantor and its assigns, and each of their successors, tenants and invitees, all easements, rights, and other privileges reserved by Grantor on the Plats referenced above (the "Plats"), and subject to all restrictions imposed against such lands on the Plats.

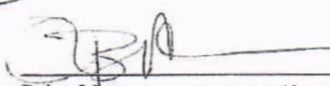
This Quitclaim Deed is given for the purpose of conforming the real property records of Lake County to the Plat Book records.

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.

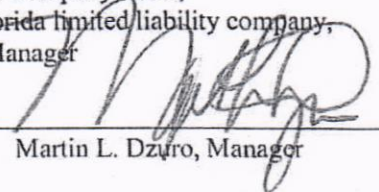
WITNESSES:


Print Name: Zoey Devine


Print Name: Rosemary Karpovich

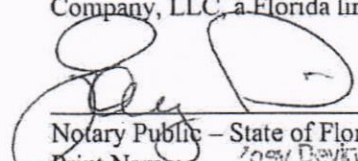
THE VILLAGES LAND COMPANY, LLC,
a Florida limited liability company

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 1st day of June, 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 309263
Expires June 25, 2023
Bonded Third Subject Notary Services

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: September 25, 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. 84 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 within Villages of West Lake Unit No. 84, per the Plat recorded in Plat Book 81, Pages 56 through 61, inclusive, 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. 84 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. 84, per the Plat recorded in Plat Book 81, Pages 56 through 61, 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 25th day of September 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 14 day of September 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. 84**, per the Plat recorded in Plat Book 81, Pages 56 through 61, 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.

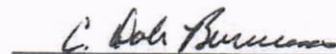
IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

ATTEST:



Kenneth C. Blocker, District Manager

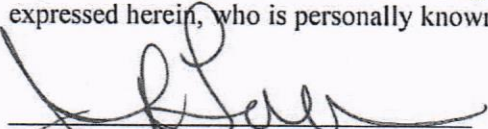
**VILLAGE COMMUNITY DEVELOPMENT
DISTRICT NO. 14**



C. Dale Borrowman, Chair, Board of Supervisors

STATE OF FLORIDA
COUNTY OF SUMTER

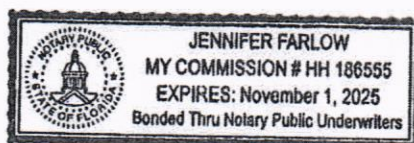
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 7th day of Spain, 2023, by C. Dale Borrowman, as Chair, Board of Supervisors, of and on behalf of Village Community Development District No. 14, for the purposes expressed herein, who is personally known to me.


Notary Public - State of Florida

Print Name: Jennifer Farlow

Commission Number: _____

Commission Expires: _____



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

INSTRUMENT #2023076824
OR BK 6166 PG 1523 - 1524 (2 PGS)
DATE: 6/27/2023 9:20:26 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 22nd day of June, 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, E, F, G, H, I, J, K, L, M, N, and O of Villages of West Lake Unit No. 84, per the Plat recorded in Plat Book 81, Pages 56 through 61, 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 Plat referenced above (the "Plat"), and subject to all restrictions imposed against such lands on the Plat.

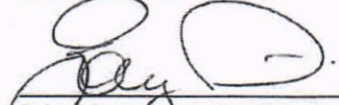
This Quitclaim Deed is given for the purpose of conforming the real property records of Lake County to the Plat Book records.

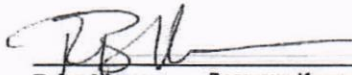
TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien equity and claim whatsoever of Grantor, either in law or in equity, to the only proper use, benefit and behoof of Grantee forever.

[Signatures on following page]

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

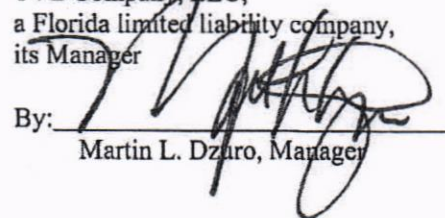
WITNESSES:


Print Name: Zoey Devine


Print Name: Rosemary Karpovich

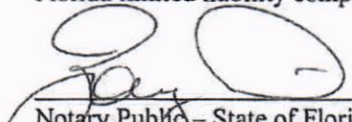
THE VILLAGES LAND COMPANY, LLC,
a Florida limited liability company

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 June, 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
Bonded Thru Budget Notary Services

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: September 25, 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 roadways located within Chinook Court and additional right-of-ways within Villages of West Lake Unit Nos. 82 and 83 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 the purpose of dedicating roadways located within Chinook Court and additional right-of-ways within Villages of West Lake Unit Nos. 82 and 83 as described therein.

This additional portion of roadway and right-of-way was needed to help trucks and vans enter the neighborhood as the turn was originally engineered too tight.

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 ROADWAYS LOCATED WITHIN
CHINOOK COURT AND ADDITIONAL RIGHT-OF-WAYS WITHIN
VILLAGES OF WEST LAKE UNIT NOS. 82 AND 83 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 Chinook Court and additional right-of-ways within Villages of West Lake Unit Nos. 82 and 83 as described therein, 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 25th day of September 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 7 day of September, 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:

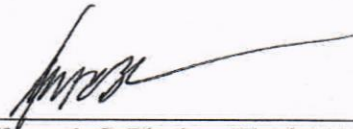
See attached *Exhibit "A"*.

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.

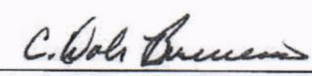
GRANTEE, BY ACCEPTANCE OF THIS RIGHT-OF-WAY DEED, AGREES TO PERPETUALLY MAINTAIN THESE ROADWAYS BEGINNING ON THE DATE THAT IS TWO (2) YEARS AFTER THE DATE THAT THE CITY OF LEESBURG ENGINEER HAS CERTIFIED THAT CONSTRUCTION OF SUCH ROADWAYS HAS BEEN COMPLETED.

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

ATTEST:

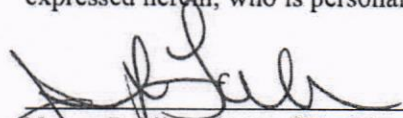

Kenneth C. Blocker, District Manager

**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 7th day of September, 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: Jennifer Farlow

Commission Number: _____

Commission Expires: _____



SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

CHINOOK COURT ADDITIONAL RIGHT OF WAY

EXHIBIT "A"
SHEET 1 OF 2

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF TRACT "B", VILLAGES OF WEST LAKE UNIT NO. 83, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 81, PAGES 21 AND 22, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST NORTHERLY CORNER OF LOT 33 OF AFOREMENTIONED PLAT; SAID CORNER BEING THE POINT OF CUSP OF A CURVE SOUTHWESTERLY AND HAVING A RADIUS OF 132.50 FEET AND A CHORD BEARING AND DISTANCE OF N13°26'17"W, 27.27 FEET TO WHICH A RADIAL LINE BEARS N82°28'06"E; THE FOLLOWING FIVE (5) COURSES BEING ALONG THE EASTERLY AND NORTHERLY BOUNDARY LINE OF SAID TRACT "B": RUN NORTHERLY ALONG THE ARC THEREOF, THROUGH A CENTRAL ANGLE OF 11°48'48", A DISTANCE OF 27.32 FEET; THENCE ALONG A NON-TANGENT LINE RUN N19°20'26"W, 4.47 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 25.13 FEET AND A CHORD BEARING AND DISTANCE OF N22°13'19"W, 2.50 FEET TO WHICH A RADIAL LINE BEARS N70°37'58"E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°42'34", AN ARC DISTANCE OF 2.50 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING AND DISTANCE OF N67°12'52"W, 33.54 FEET TO WHICH A RADIAL LINE BEARS N64°54'58"E; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 84°15'39", AN ARC DISTANCE OF 36.77 FEET TO THE POINT OF TANGENCY; THENCE S70°39'19"W, 27.62 FEET TO A POINT OF CUSP ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET AND A CHORD BEARING AND DISTANCE OF S63°24'27"E, 71.86 FEET TO WHICH A RADIAL LINE BEARS N19°20'41"W; THENCE DEPARTING SAID NORTHERLY BOUNDARY LINE OF TRACT "B" RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 91°52'28", AN ARC DISTANCE OF 80.18 FEET TO THE POINT OF TANGENCY; THENCE S17°28'13"E, 4.96 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.01 ACRES, MORE OR LESS.

LEGEND:

LB = LICENSED BUSINESS
(R) = RADIAL
Δ = CENTRAL ANGLE
R = RADIUS
L = ARC LENGTH
CB = CHORD BEARING
CH = CHORD LENGTH
ORB = OFFICIAL RECORDS BOOK
PG = PAGE

GENERAL NOTES:

1. THIS SKETCH OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (IF A HARD COPY), OR THE ADOBE PDF CONTAINING THE ELECTRONIC SIGNATURE HAS NOT BEEN VALIDATED TO BE THE ORIGINAL SIGNED AND SEALED VERSION (IF AN ELECTRONIC FILE). IF AN ELECTRONIC FILE, PRINTED COPIES OF THE SURVEY MAP ARE NOT CONSIDERED TO BE A VALID SIGNED AND SEALED COPY.
2. THIS SKETCH WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.
3. BEARINGS ARE BASED ON THE NORTHWESTERLY BOUNDARY LINE OF TRACT "B", VILLAGES OF WEST OF LAKE UNIT NO. 83 PER PLAT BOOK 81, PAGES 21-22 HAS A BEARING OF S70°39'19"W.

8/9/23
DATE

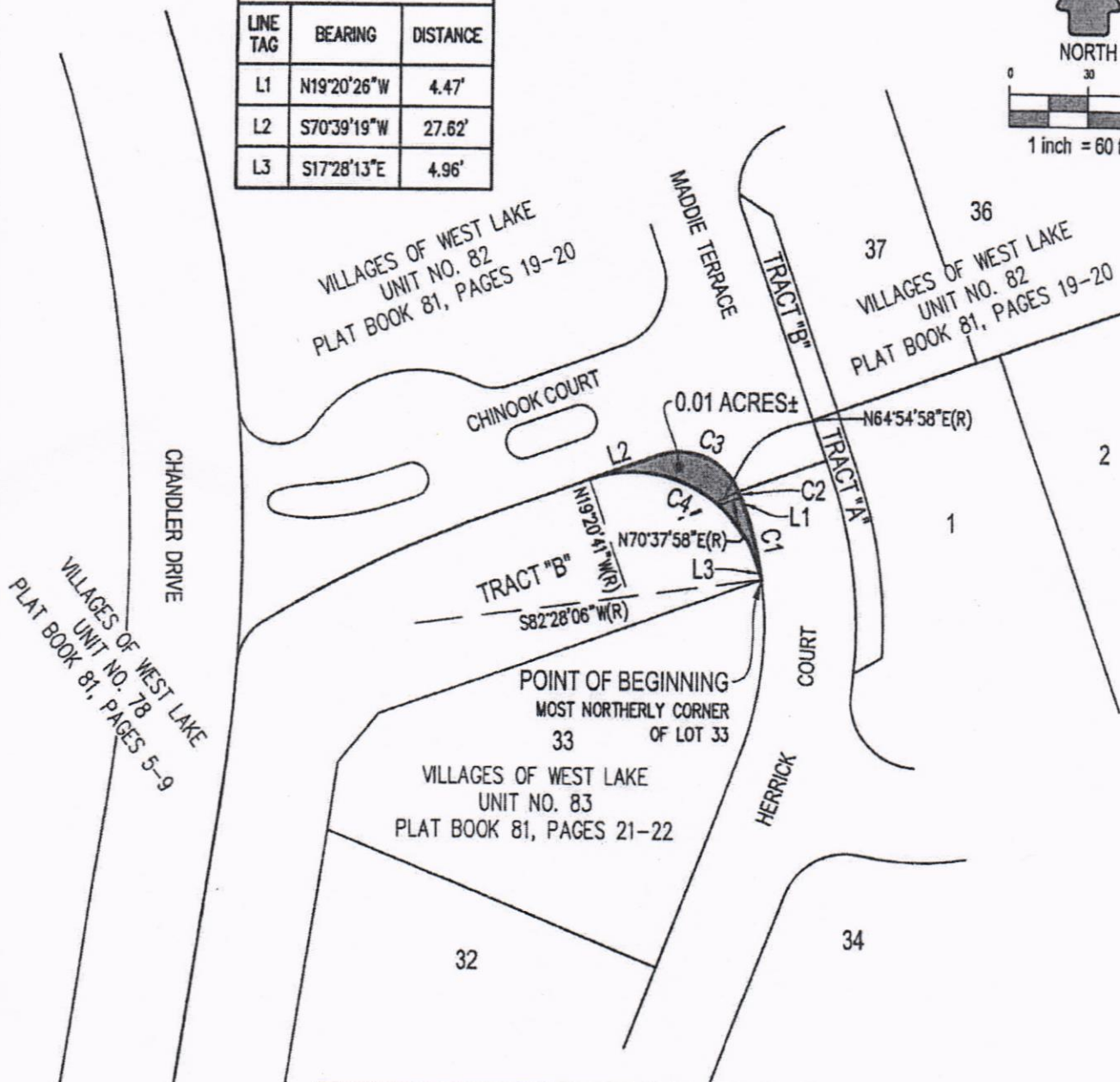
KAYE M. JAMESON - PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 5912

JOB 501122.0823



[illegible]

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L1	N19°20'26"W	4.47'
L2	S70°39'19"W	27.62'
L3	S17°28'13"E	4.96'



CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	132.50'	11°48'48"	27.32'	N13°26'17"W	27.27'
C2	25.13'	5°42'34"	2.50'	N22°13'19"W	2.50'
C3	25.00'	84°15'39"	36.77'	N67°12'52"W	33.54'
C4	50.00'	91°52'28"	80.18'	S63°24'27"E	71.86'

JOB S01122.0823



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.7.

Meeting Date: September 25, 2023

From: Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to Execute a New Memorandum of Agreement with U.S. Customs and Border Protection, defining new terms of the Leesburg International Airport User Fee Facility; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the New User Fee Facility Memorandum of Agreement (MOA).

Analysis:

By Resolution 7336, dated April 11, 2005, the City of Leesburg entered into a MOA with U.S. Customs and Border Protection (USCBP), designating Leesburg Airport as a User Fee Facility. The documented workday schedule in the 2005 MOA is Monday through Friday, hours of service from 8:30 am to 5:00 pm.

The City and USCBP wish to amend the workday schedule as Thursday through Monday, and hours of service 10:00 am to 6:00 pm. These days/hours accurately reflect actual usage and should better serve the flying community. Additionally, beginning in FY 2021, Customs changed the agent salary billing from a fixed rate to Full Cost Recovery billing. Customs has provided a new MOA which reflects the Full Cost Recovery billing and new operations schedule. All other terms remain unchanged. All previous memoranda of agreement or other written agreements or instruments between the parties shall be terminated by approval and execution of the new MOA.

These changes do not increase customs costs to LEE International Airport as our existing agreement with the Villages and standard customs charges covers the cost of customs services.

Procurement Analysis:

Options:

1. Approve and execute the New MOA; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

There is no fiscal impact to the Airport Fund from this change.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A NEW MEMORANDUM OF AGREEMENT WITH U.S. CUSTOMS AND BORDER PROTECTION, DEFINING NEW TERMS OF THE LEESBURG INTERNATIONAL AIRPORT USER FEE FACILITY; 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 U.S. Customs and Border Protection, for services at the Leesburg International Airport.

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 25th day of September 2023.

Mayor

ATTEST:

City Clerk

U.S. CUSTOMS AND BORDER PROTECTION
MEMORANDUM OF AGREEMENT
USER FEE FACILITY PROGRAM

Under the provisions of Section 236 of the Trade and Tariff Act of 1984 (P.L. 98-573), as amended (19 U.S.C. 58b), the Commissioner of U.S. Customs and Border Protection is authorized to make inspectional services available at airports, seaports, and other facilities and to charge a fee for such services. The purpose of this agreement is to designate the following location and its defined adjoining facilities as eligible for such services under the conditions set forth herein.

Facility Name: Leesburg International Airport

Location: 501 West Meadow Street P.O. Box 490630 Leesburg, FL 34749-0630

The above-named facility shall be considered to be the “person” using U.S. Customs and Border Protection services, as the term is applied in Section 236 of P.L. 98-573. In accordance with the requirements of Section 236(c) of the law, a determination has been made that the volume of business anticipated at the facility, and defined adjoining facilities, is insufficient to justify the availability of unreimbursable inspectional services.

U.S. CUSTOMS AND BORDER PROTECTION OFFICE LOCATION DEFINED

For purposes of determining reimbursable travel costs, identify the physical address of the proposed U.S. Customs and Border Protection office, if different from the location named above.

8742 Airport Boulevard, Suite 101, Leesburg, FL 34788

U.S. CUSTOMS AND BORDER PROTECTION LOCATIONS DEFINED

Specify below any other locations (other than the facility itself) at which U.S. Customs and Border Protection services would be expected: (i.e., define all adjoining or adjacent facilities, such as Foreign Trade Zones).

None

GEOGRAPHIC BOUNDARIES OF SERVICE DEFINED

Service may only be provided at the mutually agreed upon location listed below. A plat highlighting the service boundaries may also be attached.

Area Bound By Sunair Aviation, Inc. Lease dated 12/10/03, 8742 Airport Boulevard
Leesburg, Florida 34788

FACILITY STANDARDS

Entities requesting U.S. Customs and Border Protection services must meet and maintain U.S. Customs and Border Protection facility standards. Facilities that fail to maintain Customs and Border Protection facility standards will be subject to a 120-day notice terminating this agreement. If applicable, an Agriculture Compliance Agreement must also be maintained.

U.S. CUSTOMS AND BORDER PROTECTION RESPONSIBILITIES

U.S. Customs and Border Protection has determined that at the time of the signing of this agreement 1 full-time officer(s) will be required at this facility. U.S. Customs and Border Protection services will be provided as specified below. Any service provided outside these hours may be subject to overtime and/or premium pay. The full cost of overtime service and/or premium pay will be paid by the facility and at the rates prescribed by Section 267 of Title 19, United States Code, as amended. In the event U.S. Customs and Border Protection has to provide a Customs and Border Protection Officer(s) to replace the regularly assigned officer(s) during the established shift by a temporary replacement due to sick leave, annual leave, transfer, travel, and/or training, then the facility agrees to bear any and all costs and expenses associated with such replacement including but not limited to transportation, relocation and/or per diem costs for personnel brought from other locations. The work schedule that has been agreed to is as follows:

Weekly Work Schedule: Thursday through Monday

Hours of Service: 10:00 am until 6:00 pm, Note: Hours may be adjusted by U.S. Customs

In the absence of required inspectional services, U.S. Customs and Border Protection may assign other duties to the officer at another location.

ADJUSTMENT TO LEVEL OF SERVICE

During circumstances that may arise, U.S. Customs and Border Protection reserves the right to adjust the level of service provided to address high alert security situations, special events or other circumstances as needed. Permission to land may be denied if sufficient personnel are not available. Billing adjustments will be made to reflect adjustments to the level of service.

FACILITY RESPONSIBILITIES

Base Fee

The facility agrees to reimburse U.S. Customs and Border Protection for the full-year cost of each officer. All base salary changes will reflect the costs of services being provided which includes all salary and benefit costs, and all administrative overhead costs. This amount is subject to change.

The facility agrees to pay all cost-of-living allowances, if applicable. Fees will be increased for all adjustments and changes in the rate of pay and allowances mandated by legislative and regulatory requirements.

Additional Fees

The facility agrees to reimburse all travel, transportation, relocation, and per diem costs incurred by U.S. Customs and Border Protection in performing regular inspectional duties or for personnel to be brought to the facility from other locations for internal control verifications, special enforcement activities, training, etc., as may be necessary. If authorized by law, relocation costs may be incurred by the facility authority upon termination of the MOA by either party.

The facility agrees to reimburse all Automated Data Processing (ADP) costs, including equipment purchase, installation, connectivity, maintenance and the cost of upgrading and replacing equipment on a schedule determined by U.S. Customs and Border Protection.

Payment of Fees

All of the above-mentioned expenses will be determined in accordance with generally accepted accounting principles and standards. The annual fee will be billed in quarterly installments. The initial payment is due 15 days prior to the service date of this agreement. Any cost-of-living allowance, travel, per diem, transportation, relocation, and any other variable expense will be billed after it is incurred, and will be invoiced as an adjustment to the next quarterly installment.

If any amounts due U.S. Customs and Border Protection under the terms of this agreement are not paid within 90 days of billing, the agreement will be automatically terminated. In the event of termination, all costs incurred by U.S. Customs and Border Protection, which have not been reimbursed, will become immediately due and payable. Interest on unpaid fees will accrue based on current U.S. Treasury borrowing rates. The facility authority may file a protest under 19 U.S.C. § 1514 for any charges it believes to be excessive or incorrectly included in the bill provided by U.S. Customs and Border Protection. Any protest must be filed within 180 days of the date of the bill sent by U.S. Customs and Border Protection. If a protest is filed, the procedures set forth in 19 C.F.R. Part 174 must be followed.

Facilities

The facility authority requesting services must satisfy U.S. Customs and Border Protection facility standards before submission of this agreement. The standards are specified in the Airport Technical Design Standards for Passenger Processing, the Cruise Terminal Design Standards, the Physical Security policy of U.S. Customs and Border Protection and any applicable combination or revision. Prior to submission of this agreement, the U.S. Customs and Border Protection Field Office that oversees the facility will inspect the facility and verify whether the standards are met. Facilities that do not meet facility standards after initial approval will be subject to a 120-day termination notice. U.S. Customs and Border Protection reserve the right to update the facilities standards as necessary.

Secure space must be provided for the U.S. Customs and Border Protection officer to inspect baggage and store seized items. The space provided to and occupied by U.S. Customs and Border Protection personnel must remain under the control of the facility that is entering into this agreement.

ADP Equipment

U.S. Customs and Border Protection has specific requirements for software, computers, printers, file servers, data cabling, and connectivity to the U.S. Customs and Border Protection National Data Center. The Office of Information and Technology will be responsible for ordering and installing a frame relay data connection from your facility to the U.S. Customs and Border Protection National Data Center. The Office of Information and Technology will develop the automated equipment configuration, determine the cost for this ADP equipment, and procure and install the ADP equipment based on the number of officers at this facility. The facility will be responsible for the procurement and installation of all data cabling components required for connectivity of the ADP equipment according to the Office of Information Technology provided specifications.

The facility will be billed for the purchase of the ADP equipment, the one-time charges for the network installation, and the annual recurring costs for equipment maintenance and network connectivity. This ADP equipment and network will be covered under U.S. Customs and Border Protection maintenance agreements. Equipment problems and network outages must be reported to the U.S. Customs and Border Protection Help Desk by the Port Director. Upgrades to the ADP equipment will be required on a schedule determined by U.S. Customs and Border Protection (currently, every 3 years). The facility will retain ownership of this equipment.

Third Party Charges

If the facility seeks reimbursement by the individual users of the U.S. Customs and Border Protection services provided, for example air carriers, the facility agrees to set and periodically review its rates to ensure that they are in accord with the U.S. Customs and Border Protection services provided.

SERVICE DATE

Service will begin on a date determined by U.S. Customs and Border Protection. Billing will coincide with the actual start of service.

ANNUAL REVIEW OF AGREEMENT (MOA)

This agreement is subject to annual review. U.S. Customs and Border Protection will conduct an annual review of this agreement to ensure that the requirements are being met. U.S. Customs and Border Protection will issue a termination notice if the annual review indicates that the terms and requirements of this agreement are not being met.

In addition to annual review of this agreement, U.S. Customs and Border Protection will also conduct a review of the agreement before any activation or expansion of the service area of the Foreign Trade Zone, in order to ensure compliance with CBP's responsibilities pursuant to 19 CFR part 146. Such review will include CBP's evaluation of the number of CBP personnel necessary to maintain supervision over the User Fee Airport, any Foreign Trade Zone site located at or in the vicinity of such Airport, and any other locations covered by this agreement.

TERMINATION OF AGREEMENT

This agreement may be terminated by either party upon 120 days written notice for any reason. If any amounts due U.S. Customs and Border Protection under the terms of this agreement are not paid within 90 days of billing, the agreement will be automatically terminated. If national security, defense, safety or other interests are at risk, as determined by the Port Director, the agreement may be terminated immediately without prejudice to the filing of a new application. Notice of termination will be provided in writing setting forth the reasons for such action. Any immediate termination may be appealed in writing within 30 days to the Director, Field Operations where the facility is located.

In the event this MOA is terminated for any reason, it may result in the revocation of any Foreign Trade Zone grant that is premised or contingent on the continued operation of this user fee facility or contingent on this MOA remaining in effect.

REVOCATION OF PRIOR AGREEMENTS

All previous Memoranda of Agreement or other written agreements or instruments between the parties concerning the CBP User Fee Facility program at the Facility, including the Agreement between the parties effective 05/25/2005 are hereby terminated.

AUTHORIZATION

Agreement to these terms is attested by the signatures below.

City of Leesburg Florida Mayor
Leesburg International Airport

Signature

Date

Pete Flores
Executive Assistant Commissioner
U.S. Customs and Border Protection

Signature

Date

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.8.

Meeting Date: September 25, 2023

From: Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, amending the Workday Schedule and Fee Schedule for aircraft inspection and clearance at Leesburg International Airport, by the U.S. Customs and Border Protection; and providing an effective date.

Staff Recommendation:

Staff recommends approval of amending the days/hours of operation and fees schedule.

Analysis:

By Resolution 7444, dated September 12, 2005, the City adopted a workweek schedule of operational hours and rates for clearing customs, as specifically identified by the Memorandum of Agreement (MOA) between the City and U.S. Customs and Border Protection.

By Resolution 8040, dated October 22, 2007, the City amended the overtime rate.

2007 SCHEDULE AND RATES CHART

U.S. CUSTOMS AND BORDER PROTECTION STANDARD INSPECTION FEE SCHEDULE	
Type of Aircraft	Standard Fee
Single Engine Piston Aircraft	\$50.00
Twin Engine Piston Aircraft	\$75.00
Single Engine or Twin Engine Turbine Aircraft	\$100.00
Small Jet Aircraft (Less than 20,000 pounds in gross weight)	\$150.00
Jets Equal To or Greater Than 20,000 pounds in gross weight	\$250.00
THE STANDARD FEE SHALL APPLY DURING THE NORMAL WORK SCHEDULE, WHICH SHALL BE MONDAY THROUGH FRIDAY, FROM 8:30 A.M. TO 5:00 P.M. ANY INSPECTIONS DONE OUTSIDE OF THESE TIMES SHALL BE SUBJECT TO AN OVERTIME FEE OF \$140.00 IN ADDITION TO THE STANDARD FEE.	

Now, Staff desires to repeal Resolution 8040 and adopt a revised schedule of days and hours of operation and increase the rates for turbine aircraft, small and large jets, and overtime fees as shown here.

U.S. CUSTOMS AND BORDER PROTECTION STANDARD INSPECTION FEE SCHEDULE

Type of Aircraft	Standard Fee
Single Engine Piston Aircraft	\$50.00
Twin Engine Piston Aircraft	\$75.00
Single Engine or Twin Engine Turbine Aircraft	\$150.00
Small Jet Aircraft (Less than 20,000 pounds in gross weight)	\$250.00
Jets Equal To or Greater Than 20,000 pounds in gross weight	\$400.00

THE STANDARD FEE SHALL APPLY DURING THE NORMAL WORK SCHEDULE, WHICH SHALL BE THURSDAY THROUGH MONDAY, FROM 10:00 A.M. TO 6:00 P.M. ANY INSPECTION DONE OUTSIDE OF THESE TIMES SHALL BE SUBJECT TO AN OVERTIME FEE OF \$400.00 IN ADDITION TO THE STANDARD FEE.

Procurement Analysis:

Options:

1. Approve the Resolution updating the operational schedule and rate increases; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

These fees are charged to customs users. The revenue comes into the Airport Fund and offsets the payments for The Villages of Lake and Sumer, Inc.

Account No. 048-0000-344-1000

RESOLUTION _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AMENDING THE WORKDAY SCHEDULE AND FEE SCHEDULE FOR AIRCRAFT INSPECTION AND CLEARANCE AT LEESBURG INTERNATIONAL AIRPORT BY THE US CUSTOMS AND BORDER PROTECTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Leesburg has contracted with the U.S. Customs and Border Protection for aircraft inspection and clearance at Leesburg International Airport; and

WHEREAS, the City of Leesburg currently offers the U.S. Customs and Border Protection aircraft inspection and clearance to aircraft owners; and

WHEREAS, the City of Leesburg adopted a Standard Workday Schedule & Standard Inspection Fee Schedule by Resolution 7444, dated September 12, 2005; and

WHEREAS, the City of Leesburg amended Resolution 7444, and adopted Resolution 8040, dated October 22, 2007, which increased Overtime Fees; and

WHEREAS, the City of Leesburg now desires to amend Resolution 8040 and adopt a revised fee schedule increasing the Turbine Aircraft Fee, Jet Fees, and the Overtime Fee for the U.S. Customs and Border Protection aircraft inspection and clearance services and a revised work schedule of operating days and hours.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Leesburg:

That the following table is adopted as the U.S. Customs and Border Protection Standard Inspection Fee Schedule of the City of Leesburg, and shall remain in effect as such until modified or repealed by subsequent resolution of this body.

U.S. CUSTOMS AND BORDER PROTECTION STANDARD INSPECTION FEE SCHEDULE	
Type of Aircraft	Standard Fee
Single Engine Piston Aircraft	\$50.00
Twin Engine Piston Aircraft	\$75.00
Single Engine or Twin Engine Turbine Aircraft	\$150.00
Small Jet Aircraft (Less than 20,000 pounds in gross weight)	\$250.00
Jets Equal To or Greater Than 20,000 pounds in gross weight	\$400.00
THE STANDARD FEE SHALL APPLY DURING THE NORMAL WORK SCHEDULE, WHICH SHALL BE THURSDAY THROUGH MONDAY, FROM 10:00 A.M. TO 6:00 P.M. ANY INSPECTION DONE OUTSIDE OF THESE TIMES SHALL BE SUBJECT TO AN OVERTIME FEE OF \$400.00 IN ADDITION TO THE STANDARD FEE.	

THAT this resolution shall become effective _____, 2023

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the _____ day of _____, 2023.

MAYOR

ATTEST: _____

CITY CLERK

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.9.

Meeting Date: September 25, 2023

From: Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Fifth Amendment to Memorandum of Understanding between The City of Leesburg and The Villages of Lake and Sumter, Inc., related to U.S. Customs and Border Protection services at Leesburg International Airport; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the Fifth Amendment to MOU.

Analysis:

By Resolution 7215, dated October 11, 2004, the City of Leesburg entered into a MOU with The Villages of Lake-Sumter, Inc., regarding their respective rights and responsibilities concerning customs services at the Leesburg International Airport. The MOU has been amended four times for various reasons, all of which are memorialized in the Fifth Amendment.

Now, the City and The Villages wish to amend the MOU for a Fifth time to provide updated reimbursement terms, specifically related to the Customs Agent's pay. Beginning in FY 2021, Customs changed from a fixed annual rate of \$123,438.00 to Full Cost Recovery billing. The past three fiscal year full cost recovery charges are as follows:

FY 2021 = \$163,367.29

FY 2022 = \$178,236.27

FY 2023 = \$199,377.24

The language in this Fifth Amendment to the MOU between the City and The Villages reflects reimbursement from The Villages for actual full cost recovery fees, less clearance fees collected by third parties and less contribution from Ms. Renee Morse, for so long as the agreement between the City and Ms. Renee Morse remains in full force. All other terms of the MOU remain unchanged.

Procurement Analysis:

Options:

1. Approve the Fifth Amendment to MOU: or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Payments from The Villages Lake-Sumter, Inc completely offset the Airport's payments to the US Customs & Border Protection for the services.

Account No. 048-0000-344-1000 & 048-8021-542-3410

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A FIFTH AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LEESBURG AND THE VILLAGES OF LAKE AND SUMTER, INC., RELATED TO U.S. CUSTOMS AND BORDER PROTECTION SERVICES AT LEESBURG INTERNATIONAL AIRPORT; 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 Fifth Amendment to the Memorandum of Understanding agreement with The Villages of Lake and Sumter, Inc., whose address is 1100 Main Street, The Villages, Florida 32159.

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 25th day of September 2023.

Mayor

ATTEST:

City Clerk

**FIFTH AMENDMENT TO
MEMORANDUM OF UNDERSTANDING**

THIS AMENDMENT is made as of the _____ day of _____, 2023, between **The City of Leesburg, Florida**, a Municipal Corporation, (hereinafter referred to as “Leesburg”), and the **Villages of Lake-Sumter, Inc.** (hereinafter referred to as “The Villages”).

WITNESSETH:

WHEREAS, on October 11, 2004, by Resolution 7215, Leesburg and The Villages entered into a Memorandum of Understanding regarding the respective rights and responsibilities concerning Custom Services at the Leesburg International Airport (the “Memorandum”); and

WHEREAS, on April 11, 2005, by Resolution 7335, Leesburg and The Villages amended and restated the Memorandum through the First Amendment to Memorandum of Understanding to incorporate updated costs figures for the provision of Customs Services (the “First Amendment”); and

WHEREAS, on April 11, 2005, by Resolution 7336, Leesburg approved a Memorandum of Agreement with U.S. Customs and Border Protection to establish a Customs Office at the Airport and establish a fee and cost structure associated with such office at the Airport (the “Customs MOU”); and

WHEREAS, on October 1, 2005, by Resolution 7444 (the “Clearance Fee Resolution”), Leesburg approved and established a standard flat fee schedule for all parties utilizing U.S. Customs and Border Protection aircraft inspection and clearance services at the Airport (the “Clearance Fee”);

WHEREAS, on October 24, 2005, by Resolution 7484, the Memorandum was amended by Second Amendment concerning collection of third-party fees by Leesburg’s Fixed Based Operator (the “Second Amendment”); and

WHEREAS, on November 28, 2005, by Resolution 7516, Leesburg and The Villages entered into a Third Amendment to Memorandum of Understanding to provide for reimbursement of Leesburg by The Villages for solid waste disposal services (the “Third Amendment”); and

WHEREAS, on October 22, 2007, by Resolution 8040, Leesburg amended the Clearance Fee Resolution and adjusted the Clearance Fee based on adjustments to the charges being assessed under the Customs MOU; and

WHEREAS, on May 28, 2008, by Resolution 8177, Leesburg and The Villages entered into a Fourth Amendment to Memorandum of Understanding to permit an additional Fixed Based Operator to collect third party fees at the Leesburg International Airport (the “Fourth Amendment”); and

WHEREAS, the Fourth Amendment also amended Paragraph 2(d) of the Memorandum to include Triangle Aviation Service, Inc. (“Triangle”), as an additional Fixed Base Operator at the Airport, however, Triangle has since discontinued operations and vacated the Airport; and

WHEREAS, the parties now wish to amend the Memorandum of Understanding for a fifth time to provide updated reimbursement terms, specifically related to Customs Agent pay, based on the U.S. Customs and Borders Protection change in fiscal year 2020, from a fixed annual rate to a full cost recovery annual billing, and to delete Triangle from the provisions of Paragraph 2(d) of the Memorandum.

NOW THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated into and become a part of this Amendment.

2. **Amendments**. Leesburg and The Villages agree to amend the Memorandum as follows:

a. Paragraph 2(c), which was previously amended by the First Amendment to Memorandum, shall be replaced in its entirety as follows:

“Leesburg will pay the annual fee for maintaining a Customs Inspector/Agent at the Leesburg International Airport (hereinafter the “Annual Fee”). In fiscal year 2020, U.S. CBP changed annual billing from a Fixed Cost to Full Cost Recovery. In addition, Leesburg will pay fees (the “Additional Fees”) for equipment, software, training, and transportation. The Villages will reimburse Leesburg for the actual costs of the Annual Fee and the Additional Fees, less any Clearance Fees collected by third party, and less the recurring contribution from Ms. Renee Morse of up to \$55,000.00 annually per Resolution 10695, for so long as the agreement between Ms. Renee Morse and the City of Leesburg remains in full force.

b. Paragraph 2(d), which was last amended by the Fourth Amendment to the Memorandum, shall be replaced in its entirety as follows:

“Leesburg will charge all parties utilizing U.S. Customs and Border protection aircraft inspection and clearance services at the Airport in accordance with the Clearance Fee Resolution, as amended from time-to-time. Sunair Aviation, Inc., and any other third parties approved by the City as Fixed Base Operators at the Airport (“FBO”), will collect the Clearance Fees and forward the Clearance Fees monthly, less ten percent (10%), to the City of Leesburg. Each respective FBO will retain ten percent (10%) of the Clearance Fees collected pursuant to the Resolution to administer collecting and reporting of the Clearance Fees associated with the Resolution. Leesburg, on a quarterly basis will forward to The Villages all Clearance Fees collected, less the ten percent (10%) retained by the FBO.”

3. **Modification**, This Amendment shall amend the Memorandum and any conflicting language in the First, Second, Third, or Fourth Amendments. Except as specifically modified by this Amendment, the Memorandum as well as the First, Second, Third, and Fourth Amendment to the Memorandum shall continue in full force and effect as originally executed. Nothing herein shall be deemed or construed to amend or modify any other contract or undertaking between the parties other than defined above.

IN WITNESS WHEREOF, this Amendment has been executed by and on behalf of the City of Leesburg Florida, and The Villages of Lake-Sumter, Inc., on this _____ day of _____, 2023.

CITY OF LEESBURG FLORIDA

BY: _____

MAYOR

ATTEST: _____

CITY CLERK

THE VILLAGES OF LAKE-SUMTER, INC.

BY: _____

REPRESENTATIVE

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.10.

Meeting Date: September 25, 2023

From: Brad Chase, (Electric Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, presenting a determination on the implementation of the PURPA (Public Utility Regulatory Policies Act) Standards contained in the Energy Policy Act of 2005; and providing an effective date.

Staff Recommendation:

Evaluation of Standard #1- Demand Response and Demand Flexibility:

- #1. The City of Leesburg, Florida continues to work with FMPA members to identify near and long-term solutions to reduce peak energy needs.
- #2. Once the City of Leesburg completes its AMI upgrade project, it will examine the possibilities of implementing time-based rates with respect to our billing capabilities and our CIS application.

Evaluation of Standard #2- Electric Vehicle Charging Program:

- #1. Staff recommends that we continue to monitor our customers, visitors and commissions' desire to install and implement EV charging stations beyond what is already underway within the city proper.
- #2. The City of Leesburg will discuss the possibility of expanding our existing building code and ordinances to require certain new commercial customers and multi-family developments to install a percentage of EV Charging and EV Ready parking spaces within their project.

Analysis:

The Public Utilities regulatory Policies Act (PURPA) Amendments in the Energy Policy Act of 2005 (EPAct 2005) placed additional requirements that PURPA-jurisdictional utilities must follow. The PURPA standards at issue apply to nonregulated utilities whose total annual retail sales are greater than 500,000 MWh.

Generally, PURPA requires each applicable utility to consider the standard and make a determination on whether it is appropriate to implement each standard, taking into consideration PURPA's purposes, which include: (1) conservation of energy supplied by electric utilities, (2) optimal efficiency of electric utility facilities and resources, and (3) equitable rates for electric customers.

Upon review of the PURPA standards by the city's Finance, I.T. and Electric Departments, and submitting our findings to the City Manager, we bring forth these recommendations.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

N/A

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA,
PRESENTING A DETERMINATION ON THE IMPLEMENTATION OF THE PURPA
STANDARDS CONTAINED IN THE ENERGY POLICY ACT OF 2005; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, the Energy Policy Act of 2005 adds two additional PURPA standards that nonregulated utilities must consider, including (1) Demand Response and Demand Flexibility; and (2) Electric Vehicle Charging Programs, and

WHEREAS, the City Commission of the City of Leesburg, Florida, must conduct independent proceedings to consider the new standards, and make a determination on the implementation for the City of Leesburg Electric Utility, and

WHEREAS, PURPA requires that affected electric consumers and other electric utilities be allowed to intervene and participate in each utility's public hearings on the PURPA standards, and

WHEREAS, the City Commission of the City of Leesburg held a Public Hearing on 09/25/2023 where the City Manager presented facts and recommendations regarding the new PURPA standards and affected electric consumers and other electric utilities were given the opportunity to present facts and recommendations for consideration by the Commission;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Leesburg, Florida that determinations on the two additional PURPA standards and the reasons therefore are made as follows:

Demand Response and Demand Flexibility

Demand Response provides an opportunity to consumers to play a significant role in the operation of the electric grid by reducing or shifting their electricity usage during peak periods in response to time-based rates for other forms of financial incentives. Methods of engaging customers in demand response efforts include offering time-based rates such as time-of-use pricing and critical peak pricing. It also includes direct load control programs which provide the ability for power companies to cycle air conditioners and water heaters on and off during periods of peak demand in exchange for a financial incentive and lower electric bills.

The City of Leesburg had previously implemented two demand-side response environments, the first in 1997 and the second in 2013. In 1997, the City of Leesburg launched a load management program for the intent of reducing the city's electric demand during extreme weather or seasonal peak demands. The voluntary program involved the installation of load management equipment, wiring or remote relays provided by the city and/or its contractors for controlling the operation of central electric heating and/or air conditioning systems and/or electric water heaters which allows the city the capability to temporarily disconnect such systems and/or appliances from electric service. Customers who participated in the demand-side response program were afforded a monthly credit under the Residential Service – Load Management, RLM Rate Schedule. Due to lack of participation by the city's customers and high cost related to the equipment and its installation, the program was discontinued after only a few years. The

1997 program fell short due to lack of penetration into our customer based on the voluntary nature of the program.

The second demand-side response program kicked off shortly after the City of Leesburg began its AMI program in 2012. The program consisted of four strategies for demand response. Those strategies included Distributed Generation, System Wide Voltage Reduction (CVR), increase line efficiency utilizing remotely controlled capacitor banks and remotely controlled Programmable Communicative Thermostats (PCT). The most lucrative of the four strategies was the Distributed Generation and CVR. The City of Leesburg is a member of the FMPA All Requirement Program comprised of a group of thirteen electric utilities across the state of Florida, and obtain all of our bulk energy needs through our shared resources. Each member is subsequently billed for their energy use and their peak demand. Unfortunately, we determined shortly after going live with our demand-side response program that we were inadvertently causing an increase among the ARP members demand charges and had to abandon the Distributed Generation and the CVR program. Furthermore, the pilot program for the PCT program had disappointing results showing only minimal gains among the sample set. While discussions are underway with the FMPA ARP members for allowing demand-side program options to be implemented without negatively impacting other ARP members demand costs, most of the strategies associated with the 2012 demand-side program were discontinued in 2014.

Demand flexibility is the capacity of demand-side loads to change their consumption patterns hourly or on another timescale. Demand flexibility can help make electricity more affordable by helping customers use less power when prices are high. Demand flexibility can also make the electric grid more reliable by reducing demand for power when stress on the grid is high.

The City of Leesburg's Advanced Metering Infrastructure (AMI) has been in place of nearly fifteen years. The system is under consideration for upgrades and/or replacement in the next few years. While the metering application does capture 15-minute interval data for each electric meter, it is not compatible with time of use rates. The City of Leesburg will ensure that any upgrade in AMI software will be compatible with time of use rates.

Neither the AMI system, the CIS application or the current billing mechanisms are configured to support time of use rates at this time.

Electric Vehicle Charging Programs

Historically, the City of Leesburg has had little comments or requests for EV Charging stations from its citizens. The city has had up to three EV Charging stations in the past with two of them removed due to lack of use. There are a number of commercial facilities in and around our service territory who have installed public EV charging stations. We are beginning to get requests from some of the car dealerships as well as some of our fuel service stations to add EV charging stations for public use.

The City of Leesburg has developed a business case that offers the city options for purchasing, renting and complete third-party installations including operations and maintenance. Additionally, the City of Leesburg is looking at grant opportunities in order to acquire funding for some of these projects.

The City of Leesburg desires to provide EV Charging for its residences and visitors that is easily assessable and cost effective for EV owners. As the vehicle electrification process reaches our city's boundaries, we will be ready to meet its demands.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida at a regular meeting held on the 25th day of September, 2023.

James A. Burry, Jr., Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.11.

Meeting Date: September 25, 2023

From: Melissa Arriaga, (Director of Human Resources)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing a four-year extension to the current agreement with Florida Blue to provide administrative services for the City's group health insurance plan; and providing an effective date.

Staff Recommendation:

Staff recommends approval of a four-year extension to the current agreement with Florida Blue to provide administrative services only (ASO) for the City's group health insurance plan.

Analysis:

The City of Leesburg contracts with Florida Blue to provide administrative services for our group health insurance plan. These administrative services include claims management, plan design, access to their discounted provider network, web-based services, and financial management reporting. Fees paid to Florida Blue for these services are made on a Per Employee Per Month (PEPM) basis.

The proposed agreement extension includes the following:

- Agreement extension through 9/30/27.
- The Administrative Services Only fee will be \$52.69 Per Employee Per Month from 10/1/23 through 9/30/25 and \$55.32 from 10/1/25 through 9/30/27.
- Florida Blue will make a Wellness contribution of \$50,000 on 10/1/23 and \$30,000 in years 10/1/24, 10/1/25, and 10/1/26 to be used to fund the City's wellness initiatives.
- All other provisions of the current agreement will remain in place.

Procurement Analysis:

N/A

Options:

1. Approve the agreement extension with Florida Blue; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The proposed rates represent a 5% increase for FY24, which is available in the FY24 Healthcare Fund budget and 5% for FY26. The estimated increase for FY24 is \$13,000.

Account No. 064-1340-519-3110

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING A FOUR-YEAR EXTENSION TO THE CURRENT
AGREEMENT WITH FLORIDA BLUE TO PROVIDE ADMINISTRATIVE
SERVICES FOR THE CITY'S GROUP HEALTH INSURANCE PLAN; AND
PROVIDING AN EFFECTIVE DATE.**

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

THAT the City Commission hereby authorizes approval of a four-year extension to the current agreement with Florida Blue, whose address is 4800 Deerwood Campus Parkway, Jacksonville, Florida 32246, for administrative services for the City's group health insurance plan.

THAT this resolution shall become effective October 1, 2023.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 25th day of September 2023.

Mayor

ATTEST:

City Clerk

AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT

THIS AMENDMENT, entered into on September 17, 2019, is by and between Blue Cross and Blue Shield of Florida, Inc. d/b/a Florida Blue (hereinafter called "Florida Blue") and City of Leesburg (hereinafter called the "Employer"). In consideration of the mutual and reciprocal promises herein contained, the Administrative Services Agreement between Florida Blue and the Employer (hereinafter "Agreement") effective October 1, 2001 is amended as follows:

1. Section I, subsection 1.1, is hereby amended to extend the term of the Agreement until September 30, 2023 unless the Agreement is terminated earlier in accordance with the terms of the Agreement.
2. Exhibit B to the Agreement is hereby amended, effective October 1, 2019. The revised Exhibit B is attached to this Amendment and replaces the Exhibit B previously attached to the Agreement.
3. Except as otherwise specifically noted in this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed by the duly authorized representatives of the parties.

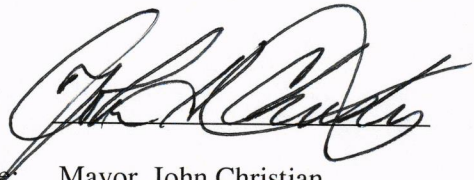
BLUE CROSS AND BLUE SHIELD
OF FLORIDA, INC. D/B/A FLORIDA
BLUE

By: 

Title: VP, Sales Operations

Date: 9/17/2019

CITY OF LEESBURG

By: 

Title: Mayor, John Christian

Date: September 23, 2019

ATTEST:

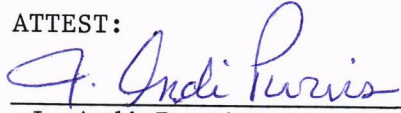

J. Andi Purvis

EXHIBIT "B"
to the
ADMINISTRATIVE SERVICES AGREEMENT
between
BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC. D/B/A FLORIDA BLUE
and
CITY OF LEESBURG

FINANCIAL ARRANGEMENTS

I. Effective Date

The effective date of this Exhibit is October 1, 2019.

II. Monthly Payments.

- A. Each month, Florida Blue will notify the Employer of the amount due to satisfy the previous month's paid claims liability. Florida Blue also will provide the Employer with a detailed printout of the previous month's claims payments. The Employer agrees to pay the full amount of the bill within ten (10) days of the written notification. If the payment is not received by Florida Blue by the payment due date, the payment will be considered past due and subject to a late payment charge, as set forth below. Additionally, Florida Blue will immediately suspend claims until payment is received by Florida Blue.
- B. The Employer agrees to pay to Florida Blue, each month during and after the term of this Agreement, an administrative fee, as set forth below. The Employer agrees to pay to Florida Blue, each month, the administrative fee within ten (10) days of the written notification of the amount due. If payment is not received by Florida Blue by the due date, the payment will be considered past due and subject to a late payment charge, as set forth below. Additionally, Florida Blue will immediately suspend claims until payment is received by Florida Blue.

III. Funding Information

- A. Method of Funding Transfer: ACH

IV. Administrative Fees:

- A. Administrative fees during the term of the Agreement:

\$47.80 per enrolled employee per month from October 1, 2019 through September 30, 2021. This fee includes a \$1.00 Agent of Record fee.

\$50.19 per enrolled employee per month from October 1, 2021 through September 30, 2023. This fee includes a \$1.00 Agent of Record fee.

- B. Florida Blue will pay Employer a \$35,000 wellness contribution in October of 2019, upon renewal, for any wellness related initiatives or activities. Additionally, Florida Blue will pay the Employer a \$20,000 wellness contribution each year upon renewal of the Agreement in 2020, 2021 and 2022.
- C. Access fees of up to 3.97% of Network Savings may be assessed for claims incurred in states under the BlueCard program as explained in more detail under Section 3.9 of the master contract. This access fee will not exceed two thousand dollars (\$2,000) for any one claim and will not apply in Florida and Alabama.
- D. Administrative fees after the termination of the Agreement: 15% of claims paid.

V. Late Payment Penalty

- A. A daily charge of .00038 times the amount of overdue payment.

VI. Expected Enrollment

- A. The administrative fees referenced above are based on an expected enrollment of: 571.
- B. If the actual enrollment is materially different from this expected enrollment, Florida Blue reserves the right to adjust the administrative fees as set forth in the Agreement. Administrative fees will be charged based on actual enrollment.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.12.

Meeting Date: September 25, 2023

From: Melissa Arriaga, (Director of Human Resources)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing execution of an agreement with Sun Life Assurance Company of Canada to provide Excess Stop Loss Insurance for the City's group health insurance plan; and providing an effective date.

Staff Recommendation:

Staff recommends approval of a new agreement with Sun Life Assurance Company of Canada to provide Excess Stop Loss Insurance for the City's group health insurance plan.

Analysis:

The City of Leesburg purchases stop loss protection or reinsurance to protect its self-funded group health insurance plan from catastrophic losses, and to limit the City's total claim exposure. The stop loss program consists of three (3) primary components: Specific Stop Loss Coverage, Aggregate Stop Loss Coverage, and Aggregate Specific Deductible.

We monitor the cost of this reinsurance annually, with the assistance of our broker and actuary. Due to high cost claims in recent years, our current carrier proposed a 33% increase at renewal. After further research, we recommend entering into a new agreement with a new carrier to maintain reasonable rates to protect our health insurance fund. Although there will be an overall 16% increase, this new agreement will save the City 17%, while providing the three components mentioned above.

Procurement Analysis:

N/A

Options:

1. Approve the new agreement with Sun Life; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The proposed agreement represents a 16% increase for FY24 and no additional increase for FY25.
Account No. 064-1340-519-4540

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING EXECUTION OF AN AGREEMENT WITH SUN
LIFE ASSURANCE COMPANY OF CANADA TO PROVIDE EXCESS STOP
LOSS INSURANCE FOR THE CITY'S GROUP HEALTH INSURANCE PLAN;
AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the City Commission hereby authorizes the City Manager to execute an agreement with Sun Life Assurance Company of Canada for the purpose of providing excess stop loss insurance/reinsurance coverage for the City's self-insured group health insurance plan.

THAT this resolution shall become effective October 1, 2023.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 25th day of September 2023.

Mayor

ATTEST:

City Clerk



Actuary Recommendation

City of Leesburg - STOP LOSS & TOTAL COST SUMMARY

Proposed Effective Date: 10-01-2023

STOP LOSS

	Current	Option 1	Option 2
Stop Loss Market / Carrier	SYMETRA	Sun Life Financial	SYMETRA
TPA / Claims Administrator	Florida Blue	Florida Blue	Florida Blue
PPO Network	BlueOptions	BlueOptions	BlueOptions
Rx Benefit Manager	Florida Blue	Florida Blue	Florida Blue

Specific	Current	Option 1	Option 2
Benefits Included	Medical, Rx included in Medical	Medical, Rx included in Medical	Medical, Rx included in Medical
Deductible	\$200,000	\$225,000	\$225,000
Aggregating Specific	\$269,300	\$269,300	\$269,300
Contract Basis	Other - 99/12	24/12	Paid Renewal
Run-In/Out Limit	None	None	None
Maximum Coverage Limit	Unlimited	Unlimited	Unlimited
Terminal Liability Provision	Not Included	Not Included	Not Included
No New Laser provision included	No	Yes	Yes
Renewal Rate Cap included	No	Yes, 50.00%	Yes, 50.00%
Plan Mirroring Coordination	Included	Included	Included
Simultaneous (Advance) Reimbursement	Included	Included	Included
Experience Rated Refund Provision included	No	No	No

Aggregate	Current	Option 1	Option 2
Benefits Included	Medical, Rx included in Medical	Medical, Rx included in Medical	Medical, Rx included in Medical
Contract Basis	Other - 99/12	24/12	Paid Renewal
Run-In/Out Limit	None	None	None
Maximum Annual Reimbursement	\$1,000,000	\$1,000,000	\$1,000,000
Margin (Corridor)	120%	120%	120%

Stop Loss Premiums (Fixed)	Current	Option 1	Option 2
Specific Rates			
Employee (Single)	200 \$ 44.49	\$ 53.30	\$ 60.00
Family	224 \$ 125.76	\$ 142.32	\$ 169.07
Annual Specific Premium	\$ 444,818.88	\$ 510,476.16	\$ 598,460.16
Aggregate Rates			
Composite	424 \$ 8.26	\$ 10.67	\$ 9.97
Annual Aggregate Premium	\$ 42,026.88	\$ 54,288.96	\$ 50,727.36
Agent Commission Included	10.00%	10.00%	10.00%
Total Annual Specific & Aggregate Premium	\$ 486,845.76	\$ 564,765.12	\$ 649,187.52
% Increase		16.00%	33.35%

Expected Claim Liability		Current		Option 1		Option 2	
Medical + incl Benefits							
Employee (Single)	200	\$	759.50	\$	529.24	\$	757.48
Family	224	\$	1,800.96	\$	1,481.87	\$	1,770.68
Prescription							
Employee (Single)	200	\$	-	\$	147.75	\$	-
Family	224	\$	-	\$	413.70	\$	-
Expected Claim Liability		\$	6,663,771.74	\$	6,720,058.72	\$	6,577,530.49
% Increase					0.84%		-1.29%
Aggregate Claim Liability		Current		Option 1		Option 2	
Medical + incl Benefits							
Employee (Single)	200	\$	911.40	\$	635.09	\$	908.98
Family	224	\$	2,161.16	\$	1,778.25	\$	2,124.82
Prescription							
Employee (Single)	200	\$	-	\$	177.30	\$	-
Family	224	\$	-	\$	496.44	\$	-
Maximum Claim Liability		\$	7,996,558.08	\$	8,064,102.72	\$	7,893,068.16
% Increase					0.84%		-1.29%
Lasered Individuals / Excess Liability		Current		Option 1		Option 2	
			None		None		None
SL Premium + Claims Cost Summary		Current		Option 1		Option 2	
Cost Summary at Expected*							
Specific and Aggregate Premiums		\$	486,845.76	\$	564,765.12	\$	649,187.52
Annual Administrative Costs							
Expected Claim Liability		\$	6,663,771.74	\$	6,720,058.72	\$	6,577,530.49
Combined at Expected		\$	7,150,617.50	\$	7,284,823.84	\$	7,226,718.01
Cost Summary at Maximum*							
Specific and Aggregate Premiums		\$	486,845.76	\$	564,765.12	\$	649,187.52
Annual Administrative Costs							
Additional Liability		\$	269,300.00	\$	269,300.00	\$	269,300.00
Maximum Claim Liability		\$	7,996,558.08	\$	8,064,102.72	\$	7,893,068.16
Combined at Maximum		\$	8,752,703.84	\$	8,898,167.84	\$	8,811,555.68

NOTES:

* Headcount based on renewal marketing census provided - Fluctuations in actual enrollment will have a direct impact on annualized projections.

* Cost Summary illustrations above are NOT inclusive of non-stop loss premium plan administration expenses – additional liability associated with lasers or offsets/rx rebates when appl

* Proposal Disclaimers and Provisions apply - see carrier specific and Brown & Brown disclosures. Rates & Factors subject to Qualifications, Contingencies & Plan Document Assumpti

Market Response as of 8/29/2023

Sun Life Assurance Company of Canada

Application for Stop-Loss Insurance



1 Plan sponsor information

Full legal name of plan sponsor City of Leesburg	Policy number (office use only)	
Address 501 West Meadow Street	Policy effective date (mm/dd/yyyy) 10/01/2023	
City Leesburg	State FL	Zip code 34748

2 Subsidiaries, affiliates, divisions, and locations

Please list all subsidiaries, affiliates, divisions, and locations to be covered under the Stop-Loss policy.

1.
2.
3.
4.
5.
6.
7.
8.

3 Requested coverage

Please select the coverage(s) being applied for.

☒ Specific Benefit

Specific Benefit Deductible \$ 225,000	☒ Individual ☐ Family
Aggregating Specific Deductible (if applicable) \$ 269,300	
Specific Benefit annual maximum eligible expenses per Covered Person \$	OR ☒ No maximum
Specific Benefit lifetime maximum eligible expenses per Covered Person \$	OR ☒ No maximum

☒ Aggregate Benefit

Aggregate Benefit maximum \$ 1,000,000	Aggregate Benefit maximum eligible expenses per Covered Person* \$ 225,000
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* The individual or family option elected under the Specific Benefit will also apply to the Aggregate Benefit.

4 Proposed benefits: rates, covered lives, and aggregate deductible factors

Specific Benefit enrollment:	Rate	Lives
Employee only	\$53.30	200
Employee and family	\$142.32	224

Total: 424

Specific Covered Benefits: Check all that apply.

☒ Medical ☒ Prescription Drug Plan

Rx Carve Out Claim Servicing:

☐ Elect ☒ Decline

Rx Carve Out Claim Servicing with FTP:

☐ Elect ☒ Decline

Aggregate Benefit enrollment:

	Medical	Prescription drug	Dental	STD	Vision	Other
Employee only	200	200				
Employee and family	224	224				
Total	424	424				

Aggregate Deductible Factors (ADFs):

	Medical	Prescription drug	Dental	STD	Vision	Other
Employee only	\$661.55	\$184.69	\$0.00	\$0.00	\$0.00	
Employee and family	\$1,852.35	\$517.12	\$0.00	\$0.00	\$0.00	

☐ Monthly Aggregate Accommodation (MAA)

Aggregate Benefit Premium Rates:

☒ Monthly rate: \$ 6.42 ☐ Annual rate: \$ ☐ Other: _____ rate: \$

5 Claims basis

Contract basis		Specific Benefit	Aggregate Benefit		
12/12	Incurred and paid	☐	☐		
15/12	3 month run-in	☐	☐		
18/12	6 month run-in	☐	☐		
24/12	12 month run-in	☒	☒		
12/15	3 month run-out	☐	☐		
12/18	6 month run-out	☐	☐		
12/24	12 month run-out	☐	☐		
Incurred		☐	N/A		
Paid		N/A	☐		
Other:		☐	☐		
Terminal Liability Option:		☐	☐	☐ 3 months	☐ Other:

6 For employers that are providers of medical services (e.g. hospitals, clinics, etc.)

The Related Provider Reimbursement Percentage applied to Eligible Claims Expenses for Related Provider Services will be N/A % for the Specific Benefit and N/A % for the Aggregate Benefit.

7 Retiree information

1. Specific Benefit: Is retiree coverage included? ☒ Yes ☐ No
2. Aggregate Benefit: Is retiree coverage included? ☒ Yes ☐ No

8 Additional benefits (Must be approved by underwriting)

The following benefits are available to enhance your Stop-Loss coverage.

Clinical Trials Benefit Provision	No New Special Conditions Rider at Renewal	Experience Rated Refund
☐ Elect ☒ Decline	☒ Elect ☐ Decline	☐ Elect ☒ Decline

9 Fraud warnings

Please read the fraud warning below before signing this form. Where noted, state law requires that we notify you of the following:

General fraud warning: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

AL: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

AR, LA, and WV: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

DC: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

FL: Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

KS: Any person who knowingly and with intent to defraud any insurance company or other person files an Application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto may be guilty of insurance fraud as determined by a court of law.

KY: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

MA: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

MD: Any person who knowingly OR willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly OR willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

9 Fraud warnings, continued

ME: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NM: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

OH: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

OK: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

OR: Any person who, with intent to defraud or knowingly providing false information may be guilty of fraud and may be subject to civil or criminal penalties.

PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

RI: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

TN: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

VA: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated state law.

VT: Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

10 Certification and signature

Please return this form and all additional required documentation to Sun Life Assurance Company of Canada.

This application does not bind coverage. The applicant agrees to provide Sun Life Assurance Company of Canada with a current census of all plan participants, a disclosure of all special risks on the Special Risk Questionnaire and a complete Plan document prior to the effective date specified in section 1. Upon approval of this application, Sun Life Assurance Company of Canada will issue a Stop-Loss insurance policy with insurance coverage to become effective on the effective date. This application will be attached to and made a part of the Stop-Loss policy.

The policy will be void if the applicant has concealed or misrepresented any material fact or circumstance concerning the subject of this application.

I have read or had read to me the fraud warning for my state.

Name of authorized representative of plan sponsor Al Minner	Title City Manager	
Signature of authorized representative X		Today's date
Signature of agent/broker X		
Print name of agent/broker Matt Hall / Brown & Brown		
Florida agent/broker license ID number		Amount paid with this application \$
Countersigned by licensed resident agent (when required by law) X		

Contact us



By mail

Sun Life Assurance Company of Canada
P.O. Box 9106
Wellesley Hills, MA 02481



By fax

781-304-5383



www.sunlife.com/us



Customer Service **800-247-6875** M–F 8:00 a.m. – 8:00 p.m., ET

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.13.

Meeting Date: September 25, 2023

From: Dan Miller, (Planning and Zoning Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, appointing one regular and two alternate members to the Leesburg Planning Commission; and providing an effective date.

Staff Recommendation:

Staff recommends the City Commission approve one regular member and two alternate member positions for the Leesburg Planning Commission from the list and applications attached hereto as Exhibit A and B.

Analysis:

The Leesburg Planning Commission is appointed by the City Commission to make recommendations on Planning and Zoning related cases, or final decisions on cases such as variances and conditional uses. It consists of seven members and two alternates. At this time, the terms of one regular member and two alternate members are expiring as of September 30, 2023.

The City of Leesburg advertised these positions in the Daily Commercial, and on the City's website, and on social media.

Expiring terms are for the following members:

1. Tim Sennett (Chairman)
2. Ken Simeone (alternate)
3. Rosalind Peoples-Johnson (alternate)

Through the City Clerk's office, the City has received a total of 12 applications for these three positions.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

The City of Leesburg budget provides funding to reimburse the Planning Commissioners for their service,

at a rate of \$25.00 per meeting.

RESOLUTION NO. _____

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

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

THAT the City Commission of the City of Leesburg, Florida finds that as of September 30, 2023, there is one expired member position and two alternate member positions on the Leesburg Planning Commission.

THAT the City Commission hereby appoints _____ as a regular / alternate member with said term to begin on October 1, 2023 and expire on September 30, 2026.

THAT the City Commission hereby appoints _____ as a regular / alternate member with said term to begin on October 1, 2023 and expire on September 30, 2026.

THAT the City Commission hereby appoints _____ as a regular / alternate member with said term to begin on October 1, 2023 and expire on September 30, 2026.

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 25th day of September 2023.

Mayor

ATTEST:

City Clerk

Exhibit A

Name	Address	in COL?	Occupation	Planning & Zoning Commission	Historic Preservation Board	Airport Advisory Board	Downtown CRA	Electric Advisory Board	Library Advisory Board	Recreation Advisory Board	Other
Timothy H. Sennett	704 Boyle Street	Yes	Real Estate	X							
Ken Sirmione	1425 Mosswood Dr	Yes	Contractor	X							
Leland Crowell	406 S. 12th St	Yes	Construction	X			X				
Darrin Akkerman	717 Boylston Street	Yes	Construction	X							
Jack Braton	1104 Cedar Street	Yes	Business	X				X			X
Jose M. Lozano	20055 Royal Tern Ct	Yes	Development	X							X
Mark Pymale	288 Bent Oak Court	Yes	Engineering	X	X	X	X	X		X	X
Nicole Menschel	29447 Caspian Street	Yes	Lake Sumter State College		X				X		
Rosalind Peoples-Johnson	1873 Pruitt St	No	Life Stream	X							
Martin Rosenblum	36241 Piney Ridge Blvd (Fruitland Park)	No	Engineering	X				X			
Angela Wade	218 Prince Drive	No	U.S. Navy	X				X	X		X
David Johnson	6928 Fern Circle	No	Business	X			X	X	X	X	

currently serving
outside city limits

City of Leesburg

Appointed Boards & Commission Application

Date: 6/22/2023Name: Timothy H. Sennett Home Phone: 352.516.6848Mailing Address: PO Box 491308; Leesburg, FL 34748Home Address: 704 Boyle ST.; Leesburg, FL 34748Business Name & Type: SENNETT Realty Group, IncBusiness Address: 117 N. 7th ST; Leesburg, FLBusiness telephone number: 352.516.6848 ext. _____Position: Pres

Education, Training or Experience related to the activities of the Advisory Body

to which appointment is sought:

MBA., Real Estate Broker

Professional Organizations/Memberships:

Leesburg Realtor Assoc. of Realtors
FL & NATIONAL Assoc. of RealtorsCCIM INSTITUTE
Real Estate Land INSTITUTEHave you served on a city board or committee in the past? 13 years Prior 1 1/2 years Now

If yes, Dates Served _____

Name of Board or committee:

____ Library Board ____ Historic Preservation Board ☒ Planning Commission

____ Greater Leesburg CRA ____ Carver Heights & Vicinity CRA

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

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

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



Signature of Applicant

6/22/2023

Date

Return to: City Clerk's Office City of Leesburg

P.O. Box 490630

Leesburg, FL, 34739-0630

City of Leesburg

Appointed Boards & Commission Application

Date: 6-22-23

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

Mailing Address:

1425 MOSSWOOD DR LEESBURG FL 34748

Home Address:

SAME

Business Name & Type:

Business Address:

Business telephone number: _____ ext. _____

Position: _____

Education, Training or Experience related to the activities of the Advisory Body

to which appointment is sought:

ELECTRICAL CONTRACTOR
HOA BOARD - V.P.

Professional Organizations/Memberships:

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

If yes, Dates Served 2022 + 2023

Name of Board or committee:

____ Library Board ____ Historic Preservation Board ☒ Planning Commission

____ Greater Leesburg CRA ____ Carver Heights & Vicinity CRA

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

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

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

Ken Simone

Signature of Applicant

6-22-23

Date

Return to: City Clerk's Office City of Leesburg

P.O. Box 490630

Leesburg, FL, 34739-0630



CITY OF LEESBURG
APPOINTED ADVISORY BOARD APPLICATION

Name	Leland Seth Cromwell			
Home Address	406 South 12th Street, Leesburg FL. 34748			
Mailing Address	406 South 12th Street, Leesburg FL. 34748			
	Home Phone	352-809-0590	Cell Phone	352-809-0590
Email Address	Leland.Cromwell@gmail.com			
Business Name	Dura-Stress Inc.		Type	Concrete Manufacturing
Business Address	11325 County Road 44 Leesburg FL 34788			
	Business Phone	352-787-1422	Extension	4471

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

I have been with Dura-Stress inc. for over 8 years. I am currently both the IT Manager as well as the Commercial Project Manager. I can assist the city with growth plans as well as offer a secondary outlook on the development of our roads. Growth and function are both crucial to our future.

Professional Organizations/Memberships:

Dura-Stress is PCI Certified as well as we are a long standing member of FPCA.

Have you ever served on a City of Leesburg Advisory Board in the past?

No

If yes, which Board?

Dates Served

Please select Board for which you would like to serve:

- | | |
|---|---|
| <p>☐ Airport Advisory Board</p> <p>☐ Carver Heights CRA</p> <p>☒ Downtown Leesburg CRA</p> <p>☐ Electric Advisory Board</p> <p>☐ Fire Pension Board</p> <p>☐ General Employee Retirement Board</p> | <p>☐ Historic Preservation Board</p> <p>☐ Library Advisory Board</p> <p>☒ Planning and Zoning Commission</p> <p>☐ Police Pension Board</p> <p>☐ Recreation Advisory Board</p> <p>☐ Other</p> |
|---|---|

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

Signature of Applicant

07/31/2023

Date



CITY OF LEESBURG
APPOINTED ADVISORY BOARD APPLICATION

Name Leland Seth Cromwell

Home Address 406 S 12th Street Leesburg, FL 34748

Mailing Address 406 S 12th Street Leesburg, FL 34748

Home Phone 352-801-3409 Cell Phone 352-809-0590

Email Address leland.cromwell@gmail.com

Business Name Durastress inc Type Manufacturing

Business Address 11325 CR 44 Leesburg FL 34788

Business Phone 352-787-1422 Extension 4417

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

Experience in growth and development.

Professional Organizations/Memberships:

Have you ever served on a City of Leesburg Advisory Board in the past?

No

If yes, which Board? _____

Dates Served _____

Please select Board for which you would like to serve:

☐ Airport Advisory Board	☐ Historic Preservation Board
☐ Carver Heights CRA	☐ Library Advisory Board
☐ Downtown Leesburg CRA	☒ Planning and Zoning Commission
☐ Electric Advisory Board	☐ Police Pension Board
☐ Fire Pension Board	☐ Recreation Advisory Board
☐ General Employee Retirement Board	☐ Other

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

Signature of Applicant

09/01/2023

Date



CITY OF LEESBURG
APPOINTED ADVISORY BOARD APPLICATION

Name	Darin Akkerman			
Home Address	717 Boylston Street Leesburg Fl. 34748			
Mailing Address	.			
	Home Phone	850-687-8919	Cell Phone	850-687-8919
Email Address	DarinAkkerman@gmail.com			
Business Name			Type	
Business Address				
	Business Phone		Extension	

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

Undergraduate Certificate in Project Management
Lead Superintendent for a International Commercial Construction Company

Professional Organizations/Memberships:

Have you ever served on a City of Leesburg Advisory Board in the past?

No

If yes, which Board?

Dates Served

Please select Board for which you would like to serve:

- | | |
|--|--|
| ☐ Airport Advisory Board | ☐ Historic Preservation Board |
| ☐ Carver Heights CRA | ☐ Library Advisory Board |
| ☐ Downtown Leesburg CRA | ☒ Planning and Zoning Commission |
| ☐ Electric Advisory Board | ☐ Police Pension Board |
| ☐ Fire Pension Board | ☐ Recreation Advisory Board |
| ☐ General Employee Retirement Board | ☐ Other |

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

Signature of Applicant

09/09/2023

Date



CITY OF LEESBURG

APPOINTED ADVISORY BOARD APPLICATION

LEE
RES

Name Jack Braton

Home Address 1104 Cedar St Leesburg FL 34748

Mailing Address same as above

Home Phone _____ Cell Phone 352-989-3374

Email Address chefjackbraton@aol.com

Business Name Turners Kitchen + Bar Type Restaurant

Business Address 114 South 5th St Leesburg FL 34748

Business Phone 352-530-2274 Extension _____

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

Residential (15years) and Commercial (9years) Electric customer (Electric Advisory)

Local businessman, resident, and visionary (P&Z)

Professional Organizations/Memberships:

N/A

Have you ever served on a City of Leesburg Advisory Board in the past?

No

If yes, which Board? _____

Dates Served _____

Name of Board or Committee for Which you would like to serve:

☐ Airport Advisory Board

☐ Carver Heights CRA

☐ Downtown Leesburg CRA

☒ Electric Advisory Board

☐ Fire Pension Board

☐ General Employee Retirement Board

☐ Historic Preservation Board

☐ Library Advisory Board

☒ Planning and Zoning Commission

☐ Police Pension Board

☐ Recreation Advisory Board

☒ Other

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


Signature of Applicant

07/08/2023

Date



CITY
RES

CITY OF LEESBURG
APPOINTED ADVISORY BOARD APPLICATION

Name Jose M Lozano

Home Address 20055 Royal Tern Ct Leesburg FL 34748

Mailing Address 20055 Royal Tern Ct Leesburg FL 34748

Home Phone 407-288-2085 Cell Phone 407-288-2085

Email Address jose@oakavenue.com

Business Name Oak Avenue Real Estate LLC Type

Business Address 30 W Smith St Winter Garden FL 34787

Business Phone 407-720-5000 Extension

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

I'm a Realtor, Investor, Developer working with a team that's expanding the residential market across the Greater Orlando Area. I am looking to share my knowledge and expertise among the Electric Advisory Board.

Professional Organizations/Memberships:

Have you ever served on a City of Leesburg Advisory Board in the past?

No

If yes, which Board?

Dates Served

Please select Board for which you would like to serve:

☐ Airport Advisory Board	☒ Historic Preservation Board
☐ Carver Heights CRA	☐ Library Advisory Board
☐ Downtown Leesburg CRA	☐ Planning and Zoning Commission
☐ Electric Advisory Board	☐ Police Pension Board
☐ Fire Pension Board	☐ Recreation Advisory Board
☐ General Employee Retirement Board	☒ Other

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



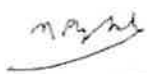
Signature of Applicant

07/20/2023

Date



CITY OF LEESBURG
APPOINTED ADVISORY BOARD APPLICATION

Name	Mark Plymale		
Home Address	288 Bent Oak Ct.		
Mailing Address	Leesburg Fl.		
	Home Phone	Cell Phone	727-457-5123
Email Address	mplymale56@gmail.com		
Business Name	N/A	Type	
Business Address			
	Business Phone	Extension	
Education, Training or Experience related to the activities of the Advisory Body to which Appointment is sought:			
Mechanical/Architectural Engineer/Designer			
Professional Organizations/Memberships:			
Have you ever served on a City of Leesburg Advisory Board in the past?		No	
If yes, which Board?		Dates Served	
Please select Board for which you would like to serve:			
☒ Airport Advisory Board	☒ Historic Preservation Board		
☐ Carver Heights CRA	☐ Library Advisory Board		
☒ Downtown Leesburg CRA	☒ Planning and Zoning Commission		
☒ Electric Advisory Board	☐ Police Pension Board		
☐ Fire Pension Board	☒ Recreation Advisory Board		
☐ General Employee Retirement Board	☒ Other		
I will attend meetings in accordance with the adopted policies of the city of Leesburg. If at any time my business or professional interest conflict with the interest of the Advisory Board, I will not participate in such deliberations.			
		09/10/2023	
Signature of Applicant		Date	

Name	Nicole Menschel		
Home Address	29447 Caspian Street		
Mailing Address	Leesburg # 34748		
	Home Phone	260-503-5313	Cell Phone 260-503-5313
Email Address	Seniornk@yahoo.com		
Business Name	Lake sumter state college	Type	Community College
Business Address	9501 us 441 leesburg # 34788		
	Business Phone	352-787-3747	Extension 3607

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

Previous employment in library. Newer resident to area eager to bring my knowledge and experience to assist

Professional Organizations/Memberships:

Executive Assistant to Vice President of Academic Affairs at Lake-Sumter State College. IRB Member- LSSC, E committee member-LSSC

Have you ever served on a City of Leesburg Advisory Board in the past?

No ☒

If yes, which Board?

Dates Served

Please select Board for which you would like to serve:

- | | |
|--|---|
| ☐ Airport Advisory Board | ☒ Historic Preservation Board |
| ☐ Carver Heights CRA | ☒ Library Advisory Board |
| ☐ Downtown Leesburg CRA | ☐ Planning and Zoning Commission |
| ☐ Electric Advisory Board | ☐ Police Pension Board |
| ☐ Fire Pension Board | ☐ Recreation Advisory Board |
| ☐ General Employee Retirement Board | ☐ Other |

I will attend meetings in accordance with the adopted policies of the city of Leesburg. If at any time my business or personal interest conflict with the interest of the Advisory Board, I will not participate in such deliberations.



Signature of Applicant

09/01/2023

Date

City of Leesburg
Appointed Boards & Commission Application

Date: 6/22/23
Name: Rosalind Peoples-Johnson Home Phone: 352-504-9503
Mailing Address: 1873 Pruitt St Leesburg FL 34748

Home Address: Same

Business Name & Type: _____

Business Address: _____

Business telephone number: _____ ext. _____

Position: _____

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

Professional Organizations/Memberships:

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

If yes, Dates Served 2023 - Current term

Name of Board or committee:

____ Library Board ____ Historic Preservation Board X Planning Commission

____ Greater Leesburg CRA ____ Carver Heights & Vicinity CRA

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

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

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

Rosalind Peoples-Johnson
Signature of Applicant

6/22/23
Date

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



CITY OF LEESBURG

APPOINTED ADVISORY BOARD APPLICATION

LAKE
RES

Name Martin D. Rosenblum

Home Address 36421 Piney Ridge Blvd. Fruitland Park FL 34731

Mailing Address Same

Home Phone 352-323-1713 Cell Phone 407-765-1326

Email Address mrosenblum01@cs.com

Business Name N/A Type

Business Address N/A

Business Phone Extension

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

Master of Business (MBA) - Master of Science Technical Program Management
Master of Science Systems Engineering Master of Science Contracts and Procurement
Bachelor of Military Science

Professional Organizations/Memberships:

10 US Army Officer
31 Years Lockheed Martin (Systems Engineering, Program Management, Procurement and Contracts Manager)
College Graduate Professor areas of Business, Contracts Law, Ethics, and Operations Management

Have you ever served on a City of Leesburg Advisory Board in the past?

No

If yes, which Board?

Dates Served

Please select Board for which you would like to serve:

☐ Airport Advisory Board	☐ Historic Preservation Board
☐ Carver Heights CRA	☐ Library Advisory Board
☐ Downtown Leesburg CRA	☒ Planning and Zoning Commission
☒ Electric Advisory Board	☐ Police Pension Board
☐ Fire Pension Board	☐ Recreation Advisory Board
☐ General Employee Retirement Board	☐ Other

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

08/16/2023

Signature of Applicant

Date



LAKE
RES

CITY OF LEESBURG
APPOINTED ADVISORY BOARD APPLICATION

Name Angela Wade

Home Address 218 Prince Dr, Leesburg, FL 34748

Mailing Address 218 Prince Dr, Leesburg, FL 34748

Home Phone 352-435-7007 Cell Phone 757-344-5777

Email Address anjewa@hotmail.com

Business Name _____ Type _____

Business Address _____

Business Phone _____ Extension _____

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

Charlotte County Board (citizen advocate), Ombudsman for U.S. Navy ship, Leading Petty Officer for Naval Reserve unit, GS-12 Logistic Manager for U.S. Government

Professional Organizations/Memberships:

Eagles, Elks, AmVets

Have you ever served on a City of Leesburg Advisory Board in the past?

No

If yes, which Board? _____

Dates Served _____

Please select Board for which you would like to serve:

☐ Airport Advisory Board	☐ Historic Preservation Board
☐ Carver Heights CRA	☒ Library Advisory Board
☐ Downtown Leesburg CRA	☒ Planning and Zoning Commission
☒ Electric Advisory Board	☐ Police Pension Board
☐ Fire Pension Board	☐ Recreation Advisory Board
☐ General Employee Retirement Board	☒ Other

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

Angela Wade

08/12/2023

Signature of Applicant

Date



CITY OF LEESBURG
APPOINTED ADVISORY BOARD APPLICATION

Name	David Johnson			
Home Address	6928 Fern Circle			
Mailing Address				
	Home Phone	347-997-0051	Cell Phone	347-997-0051
Email Address	Jaytmqb@gmail.com			
Business Name			Type	
Business Address				
	Business Phone		Extension	
Education, Training or Experience related to the activities of the Advisory Body to which Appointment is sought:				
Apopka High school graduate, attended VCC and Everest University. Managed Appliance Direct in Orlando for 10 years than 4 Years with Ravago Plastics				
Professional Organizations/Memberships:				
Have you ever served on a City of Leesburg Advisory Board in the past?			No	
If yes, which Board?			Dates Served	
Please select Board for which you would like to serve:				
☐ Airport Advisory Board		☐ Historic Preservation Board		
☐ Carver Heights CRA		☒ Library Advisory Board		
☒ Downtown Leesburg CRA		☒ Planning and Zoning Commission		
☒ Electric Advisory Board		☐ Police Pension Board		
☐ Fire Pension Board		☒ Recreation Advisory Board		
☐ General Employee Retirement Board		☐ Other		
I will attend meetings in accordance with the adopted policies of the city of Leesburg. If at any time my business or professional interest conflict with the interest of the Advisory Board, I will not participate in such deliberations.				
				
Signature of Applicant			Date	
			09/07/2023	

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.14.

Meeting Date: September 25, 2023

From: Lucy Gangone, (Library Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, appointing one Library Advisory Board member to a five-year term ending September 30, 2028; and providing an effective date.

Staff Recommendation:

Staff recommends the appointment of one individual to the Library Advisory Board for a term of five years, term ending September 30, 2028. The position was advertised, as required.

Analysis:

Alice Parrott was appointed to the Library Advisory Board on September 12, 2022, to fill an unexpired term ending September 30, 2023, now that the term is ending. Ms. Parrott has completed the application to be re-appointed to the Library Advisory Board for a five-year term ending September 30, 2028. Ms. Parrott has a Masters degree in Social Work and is currently a Licensed Clinical Social Worker working with children in schools.

Four other individuals have submitted applications to seek appointment to the Library Advisory Board: Mr. Jeffrey Onest, Ms. Nicole Menschel, Ms. Angela Wade, and Mr. David Johnson.

Mr. Jeffrey Onest has a B.A. in Pre-Law from the University of Central Florida and is a graduate of Officer Candidate School. He has indicated his interest in serving on any of four City Boards, including the Library Advisory Board.

Ms. Nicole Menschel is Executive Assistant to the Vice-President of Academic Affairs at Lake-Sumter State College, and previously worked in a library. She has indicated her interest in serving on either the Historic Preservation Board or the Library Advisory Board.

Ms. Angela Wade was an Ombudsman for the U.S. Navy, Leading Petty Officer to a Naval Reserve unit, and a GS-12 Logistics Manager for the U.S. Government. She has indicated an interest in serving on any of three City Boards, including the Library Advisory Board.

Mr. David Johnson attended Valencia Community College and Everest University. His background is in management for manufacturing and retail industries. He has indicated an interest in serving on any of five City Boards, including the Library Advisory Board.

Procurement Analysis:

N/A

Options:

1. Appoint one member to the Library Advisory Board to a five-year term, term ending September 30, 2028; or
2. Seek one or more candidates to the Commission's choosing; or
3. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, APPOINTING ONE LIBRARY ADVISORY BOARD MEMBER TO
A FIVE-YEAR TERM ENDING SEPTEMBER 30, 2028; AND PROVIDING AN
EFFECTIVE DATE.**

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

THAT the City Commission of the City of Leesburg, Florida finds that there is an appointment to be made to the Library Advisory Board in keeping with Section 2, Division 3 (2-92) of the Code of Ordinances of the City relating to the provision of Library Services.

THAT the City Commission hereby appoints _____ to the five-year term ending September 30, 2028.

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 25th day of September 2023.

Mayor

ATTEST:

City Clerk



CITY OF LEESBURG
APPOINTED ADVISORY BOARD APPLICATION

Name Alice Parrott

Home Address 5033 Sawgrass Lake Circle

Mailing Address _____

Home Phone 630-898-9350 Cell Phone _____

Email Address aliceparrott203@gmail.com

Business Name N/A Type _____

Business Address _____

Business Phone _____ Extension _____

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

Currently employed as a mental health therapist working with children in schools and previously worked in education as an administrator. In my work with children and adults, libraries play a significant role in promoting learning for all, it is free, and available without regard of socioeconomic status.

Professional Organizations/Memberships:

Licensed Clinical Social Worker

Have you ever served on a City of Leesburg Advisory Board in the past?

Yes

If yes, which Board? Library Board

Dates Served 9/22-8/23

Please select Board for which you would like to serve:

☐ Airport Advisory Board	☐ Historic Preservation Board
☐ Carver Heights CRA	☒ Library Advisory Board
☐ Downtown Leesburg CRA	☐ Planning and Zoning Commission
☐ Electric Advisory Board	☐ Police Pension Board
☐ Fire Pension Board	☐ Recreation Advisory Board
☐ General Employee Retirement Board	☐ Other

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

Alice Parrott

09/10/2023

Signature of Applicant

Date



CITY OF LEESBURG

APPOINTED ADVISORY BOARD APPLICATION

NON-ELEC
LEE

Name Jeffrey Onest

Home Address 26034 Meadow Breeze Lane Leesburg, FL 34748

Mailing Address same

Home Phone 407-792-8016 Cell Phone 407-792-8016

Email Address jeffrey.onest@yahoo.com

Business Name Power & Systems Innovations Type Battery sales

Business Address 6417 Pine Castle Boulevard Orlando, FL 32809 -6693

Business Phone 407-380-9200 Extension 202

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

US Army Aviation crew member for AH-64 Apache (enlisted)
BA in Pre-Law from University of Central Florida
Graduate of Army Officer Candidate School, Infantry School (former Army Infantry Officer)

Professional Organizations/Memberships:

Winter Park/Leesburg Masonic Lodge
Orlando Scottish Rite Lodge
Lake County Library card holder

Have you ever served on a City of Leesburg Advisory Board in the past?

No

If yes, which Board? _____

Dates Served _____

Please select Board for which you would like to serve:

☒ Airport Advisory Board	☐ Historic Preservation Board
☐ Carver Heights CRA	☒ Library Advisory Board
☐ Downtown Leesburg CRA	☐ Planning and Zoning Commission
☒ Electric Advisory Board	☐ Police Pension Board
☐ Fire Pension Board	☒ Recreation Advisory Board
☐ General Employee Retirement Board	☒ Other

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

Jeffrey Onest

07/21/2023

Signature of Applicant

Date

Name	Nicole Menschel		
Home Address	29447 Caspian Street		
Mailing Address	Leesburg fl 34748		
	Home Phone	260-503-5313	Cell Phone 260-503-5313
Email Address	Seniornk@yahoo.com		
Business Name	Lake sumter state college	Type	Community College
Business Address	9501 us 441 leesburg fl 34788		
	Business Phone	352-787-3747	Extension 3607

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

Previous employment in library. Newer resident to area eager to bring my knowledge and experience to assist

Professional Organizations/Memberships:

Executive Assistant to Vice President of Academic Affairs at Lake-Sumter State College. IRB Member- LSSC, E committee member-LSSC

Have you ever served on a City of Leesburg Advisory Board in the past?

No ☒

If yes, which Board? _____

Dates Served _____

Please select Board for which you would like to serve:

- | | |
|--|---|
| ☐ Airport Advisory Board | ☒ Historic Preservation Board |
| ☐ Carver Heights CRA | ☒ Library Advisory Board |
| ☐ Downtown Leesburg CRA | ☐ Planning and Zoning Commission |
| ☐ Electric Advisory Board | ☐ Police Pension Board |
| ☐ Fire Pension Board | ☐ Recreation Advisory Board |
| ☐ General Employee Retirement Board | ☐ Other |

I will attend meetings in accordance with the adopted policies of the city of Leesburg. If at any time my business or pr interest conflict with the interest of the Advisory Board, I will not participate in such deliberations.



Signature of Applicant

09/01/2023

Date



LAKE
RES

CITY OF LEESBURG

APPOINTED ADVISORY BOARD APPLICATION

Name	Angela Wade			
Home Address	218 Prince Dr, Leesburg, FL 34748			
Mailing Address	218 Prince Dr, Leesburg, FL 34748			
	Home Phone	352-435-7007	Cell Phone	757-344-5777
Email Address	anjewa@hotmail.com			
Business Name			Type	
Business Address				
	Business Phone		Extension	
Education, Training or Experience related to the activities of the Advisory Body to which Appointment is sought:				
Charlotte County Board (citizen advocate), Ombudsman for U.S. Navy ship, Leading Petty Officer for Naval Reserve unit, GS-12 Logistic Manager for U.S. Government				
Professional Organizations/Memberships:				
Eagles, Elks, AmVets				
Have you ever served on a City of Leesburg Advisory Board in the past?			No	
If yes, which Board?			Dates Served	
Please select Board for which you would like to serve:				
☐ Airport Advisory Board		☐ Historic Preservation Board		
☐ Carver Heights CRA		☒ Library Advisory Board		
☐ Downtown Leesburg CRA		☒ Planning and Zoning Commission		
☒ Electric Advisory Board		☐ Police Pension Board		
☐ Fire Pension Board		☐ Recreation Advisory Board		
☐ General Employee Retirement Board		☒ Other		
I will attend meetings in accordance with the adopted policies of the city of Leesburg. If at any time my business or professional interest conflict with the interest of the Advisory Board, I will not participate in such deliberations.				
Angela Wade				
Signature of Applicant			Date	
			08/12/2023	



CITY OF LEESBURG
APPOINTED ADVISORY BOARD APPLICATION

Name David Johnson

Home Address 6928 Fern Circle

Mailing Address _____

Home Phone 347-997-0051 Cell Phone 347-997-0051

Email Address Jaytmqb@gmail.com

Business Name _____ Type _____

Business Address _____

Business Phone _____ Extension _____

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

Apopka High school graduate, attended VCC and Everest University. Managed Appliance Direct in Orlando for 10 years than 4 Years with Ravago Plastics

Professional Organizations/Memberships:

Have you ever served on a City of Leesburg Advisory Board in the past?

No

If yes, which Board? _____

Dates Served _____

Please select Board for which you would like to serve:

☐ Airport Advisory Board	☐ Historic Preservation Board
☐ Carver Heights CRA	☒ Library Advisory Board
☒ Downtown Leesburg CRA	☒ Planning and Zoning Commission
☒ Electric Advisory Board	☐ Police Pension Board
☐ Fire Pension Board	☒ Recreation Advisory Board
☐ General Employee Retirement Board	☐ Other

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



09/07/2023

Signature of Applicant

Date

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA FINALLY ADOPTING 3.4752 MILLS AS THE FISCAL YEAR 2023-
24 MILLAGE RATE FOR THE CITY OF LEESBURG, FLORIDA,
REPRESENTING THE CURRENT YEAR PROPOSED AGGREGATE
MILLAGE RATE OF 3.4752 WHICH IS 0.00% MORE THAN THE CURRENT
YEAR ROLLED BACK RATE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, discussions were held during the regular commission meeting of July 10, 2023 regarding the adoption of 3.4752 mills which is the current year rolled back rate and is a decrease from the previous fiscal year.

WHEREAS, the Commission approved the Millage rate of 3.4752 mills and authorized the City Manager to execute and submit the Certificate of Taxable Value for Fiscal Year 2023-24 to the Lake County Property Appraiser at its regular meeting Monday, July 10, 2023, and

WHEREAS, a tentative budget for Fiscal Year 2023-24 was presented to the City Commission of the City of Leesburg, Florida during workshops held July 6th, 11th, and 13th, 2023, and

WHEREAS, following a review of the tentative budget as submitted, the City of Leesburg, Florida, determined that a millage rate of 3.4752 mills or the current year rolled back rate, is necessary to produce the budgetary revenue to fund budgetary operating expenditures during Fiscal Year 2023-24, and

WHEREAS, a Fiscal Year 2023-24 millage of 3.4752 mills represents the Current Year Proposed Aggregate Millage Rate which is 0.00% more than the current year rolled back rate.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Leesburg, Florida, that the tentative millage rate for the City of Leesburg, Florida, is hereby adopted at the rate of 3.4752 mills (\$3.4752 per every \$1,000 of taxable valuation) for the 2023 tax roll, which is the current year rolled back rate and a decrease from the prior year.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 25th day of September 2023.

Mayor

ATTEST:

City Clerk

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA,
ADOPTING THE FISCAL YEAR 2023-24 BUDGET FOR THE CITY OF LEESBURG,
FLORIDA; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Commission of the City of Leesburg, Florida, has held several budget work sessions for the purpose of reviewing, and, where appropriate, revising the Fiscal Year 2023-24 Budget, and

WHEREAS, the provisions of Section 200.065 (2)(c), Florida Statutes, commonly known as the Truth in Millage or TRIM Bill, require that the City Commission hold a public hearing and adopt a tentative budget and millage rate for the Fiscal Year 2023-24; and,

WHEREAS, the City Commission has tentatively adopted a budget which they feel is in the best interests of the citizens of the City of Leesburg, and desires by means of this resolution to finally adopt said budget for the Fiscal Year 2023-24;

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

SECTION I.

Pursuant to Section 200.065, Florida Statutes, and all other applicable laws, the following amounts for use by the various funds during Fiscal Year 2023-24 as reflected below, including all modifications or amendments made during this meeting, are hereby adopted as the budget for Fiscal Year 2023-24 for the City of Leesburg, Florida:

GENERAL FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Current Ad Valorem Taxes	
(Based on an assessed value of \$2,071,980,955*3.4752 Mills*95%)	6,840,521
Other Taxes	5,060,000
Licenses and Permits	3,481,780
Intergovernmental Revenue	4,081,902
Charges for Services	1,407,476
Fines and Forfeits	165,750
Miscellaneous Revenues	1,119,530
Total Estimated Revenues	22,156,959
Other Financing Sources:	
Transfers from other Funds	11,265,621
Fund Balance Appropriated	6,000
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	33,428,580

PROPOSED APPROPRIATIONS

General Government	5,202,321
Public Safety	19,788,620
Physical Environment	176,036
Transportation	1,310,205
Economic Environment	220,411
Human Services	6,600
Culture/Recreation	4,879,447
Other Uses	358,850
Non Expenditures:	
Transfers to other Funds	1,486,090
TOTAL PROPOSED APPROPRIATIONS	33,428,580

HOUSING ASSISTANCE FUND

Miscellaneous Revenues	119,200
Other Financing Sources:	
Fund Balance Appropriated	23,821
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	143,021
PROPOSED APPROPRIATIONS	
Economic Environment	143,021
TOTAL PROPOSED APPROPRIATIONS	143,021

STORMWATER FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Intergovernmental Revenue	276,740
Charges for Services	1,900,724
Miscellaneous Revenues	100,000
Total Estimated Revenues	2,277,464

Other Financing Sources:

Fund Balance Appropriated	44,263
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TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	2,321,727
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PROPOSED APPROPRIATIONS

Physical Environment	2,321,727
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TOTAL PROPOSED APPROPRIATIONS	2,321,727
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GREATER LEESBURG COMMUNITY REDEVELOPMENT AGENCY**ESTIMATED REVENUES AND OTHER RECEIPTS**

Current Ad Valorem Taxes	344,583
(Based on an assessed value of \$80,134,828*4.0192 Mills*95%)	

Intergovernmental Revenue	575,852
Miscellaneous Revenues	1,500
Total Estimated Revenues	921,935

Other Financing Sources:

Fund Balance Appropriated	97,096
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TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	1,019,031
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PROPOSED APPROPRIATIONS

Economic Environment	918,297
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Non Expenditures:

Debt Service	100,734
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TOTAL PROPOSED APPROPRIATIONS	1,019,031
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CARVER HEIGHTS COMMUNITY REDEVELOPMENT AGENCY**ESTIMATED REVENUES AND OTHER RECEIPTS**

Current Ad Valorem Taxes	281,051
(Based on an assessed value of \$69,361,212*4.0192 Mills*95%)	

Intergovernmental Revenue	469,680
Miscellaneous Revenues	6,000

TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	756,731
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PROPOSED APPROPRIATIONS

Economic Environment	593,332
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Non Expenditures:

Debt Service	96,018
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Reserve for Future Use	67,381
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TOTAL PROPOSED APPROPRIATIONS	756,731
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US HWY 441/27 COMMUNITY REDEVELOPMENT AGENCY**ESTIMATED REVENUES AND OTHER RECEIPTS**

Current Ad Valorem Taxes	862,909
(Based on an assessed value of \$193,263,581*4.0192 Mills*95%)	

Intergovernmental Revenue	1,442,055
Miscellaneous Revenues	20,000

TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	2,324,964
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PROPOSED APPROPRIATIONS

Economic Environment	6,505
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Non Expenditures:

Debt Service	890,222
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Reserve for Future Use	1,428,237
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TOTAL PROPOSED APPROPRIATIONS	2,324,964
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DEBT SERVICE FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:

Transfers from other Funds 1,720,523

TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS 1,720,523**PROPOSED APPROPRIATIONS**

Non Expenditures:

Debt Service 1,720,523

TOTAL PROPOSED APPROPRIATIONS 1,720,523**CAPITAL PROJECTS FUND****ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:

Transfers from other Funds 1,050,000

TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS 1,050,000**PROPOSED APPROPRIATIONS**

General Government 925,000

Culture/Recreation 125,000

TOTAL PROPOSED APPROPRIATIONS 1,050,000**ELECTRIC FUND****ESTIMATED REVENUES AND OTHER RECEIPTS**

Charges for Services 88,852,843

Miscellaneous Revenues 415,000

Other Sources 228,000

TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS 89,495,843**PROPOSED APPROPRIATIONS**

Physical Environment 80,756,391

Non Expenditures:

Transfers to other Funds 4,954,620

Debt Service 3,784,832

TOTAL PROPOSED APPROPRIATIONS 89,495,843**GAS FUND****ESTIMATED REVENUES AND OTHER RECEIPTS**

Charges for Services 11,571,158

Miscellaneous Revenues 50,350

Other Sources 66,000

Total Estimated Revenues: 11,687,508

Other Financing Sources:

Fund Balance Appropriated 1,507,139

TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS 13,194,647**PROPOSED APPROPRIATIONS**

Physical Environment 11,984,118

Non Expenditures:

Transfers to other Funds 857,925

Debt Service 352,604

TOTAL PROPOSED APPROPRIATIONS 13,194,647

WATER FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Licenses and Permits	410,117
Charges for Services	10,581,332
Miscellaneous Revenues	206,431
Other Sources	226,174
Total Estimated Revenues:	11,424,054
Other Financing Sources:	
Fund Balance Appropriated	1,861,385
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	13,285,439

PROPOSED APPROPRIATIONS

Physical Environment	10,589,478
Non Expenditures:	
Transfers to other Funds	1,165,534
Debt Service	1,530,427
TOTAL PROPOSED APPROPRIATIONS	13,285,439

WASTEWATER FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Licenses and Permits	825,348
Charges for Services	15,058,958
Miscellaneous Revenues	603,732
Total Estimated Revenues	16,488,038
Other Financing Sources:	
Fund Balance Appropriated- Renewal & Replacement	2,673,920
Fund Balance Appropriated	3,001,616
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	22,163,574

PROPOSED APPROPRIATIONS

Physical Environment	16,444,098
Non Expenditures:	
Transfers to other Funds	1,097,136
Debt Service	4,622,340
TOTAL PROPOSED APPROPRIATIONS	22,163,574

SOLID WASTE FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Charges for Services	5,192,583
Miscellaneous Revenues	17,924
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	5,210,507

PROPOSED APPROPRIATIONS

Physical Environment	4,710,328
Non Expenditures:	
Reserves- Contributions to Retained Earnings	27,168
Transfers to other Funds	473,011
TOTAL PROPOSED APPROPRIATIONS	5,210,507

AIRPORT FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Licenses and Permits	13,556
Intergovernmental Revenue	3,994,300
Charges for Services	236,000
Miscellaneous Revenues	1,290,091
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	5,533,947

PROPOSED APPROPRIATIONS

Transportation	5,533,947
TOTAL PROPOSED APPROPRIATIONS	5,533,947

POLICE PENSION FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Taxes	260,615
Miscellaneous Revenues	2,375,270
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	2,635,885

PROPOSED APPROPRIATIONS

General Government	1,295,000
Non Expenditures:	
Reserves- Contributions to Fund Balance	1,340,885
TOTAL PROPOSED APPROPRIATIONS	2,635,885

FIRE PENSION FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Taxes	169,319
Miscellaneous Revenues	1,687,605
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	1,856,924

PROPOSED APPROPRIATIONS

General Government	1,545,000
Non Expenditures:	
Reserves- Contributions to Fund Balance	311,924
TOTAL PROPOSED APPROPRIATIONS	1,856,924

GENERAL EMPLOYEE'S PENSION FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Miscellaneous Revenues	3,190,000
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	3,190,000

PROPOSED APPROPRIATIONS

General Government	3,190,000
TOTAL PROPOSED APPROPRIATIONS	3,190,000

HEALTH INSURANCE FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Charges for Services	7,450,656
Miscellaneous Revenues	525,000
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	7,975,656

PROPOSED APPROPRIATIONS

General Government	7,975,656
TOTAL PROPOSED APPROPRIATIONS	7,975,656

WORKERS' COMPENSATION FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Charges for Services	1,227,811
Miscellaneous Revenues	28,500
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	1,256,311

PROPOSED APPROPRIATIONS

General Government	775,869
Non Expenditures:	
Reserves- Contributions to Fund Balance	480,442
TOTAL PROPOSED APPROPRIATIONS	1,256,311

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

Charges for Services	2,886,780
Miscellaneous Revenues	125,000
Total Estimated Revenues	3,011,780

Other Financing Sources:

Transfers from other Funds	1,010,395
Fund Balance Appropriated	238,257

TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	4,260,432
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PROPOSED APPROPRIATIONS

General Government	3,250,037
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Non Expenditures:

Transfers to other Funds	1,010,395
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TOTAL PROPOSED APPROPRIATIONS	4,260,432
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DISCRETIONARY SALES TAX FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Taxes	3,100,000
Miscellaneous Revenues	5,000

TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	3,105,000
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PROPOSED APPROPRIATIONS

Non Expenditures:

Transfers to other Funds	3,094,828
Reserves- Contributions to Fund Balance	10,172

TOTAL PROPOSED APPROPRIATIONS	3,105,000
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GAS TAX FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Taxes	640,000
Intergovernmental Revenue	265,000
Miscellaneous Revenues	2,000

TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	907,000
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PROPOSED APPROPRIATIONS

Non Expenditures:

Transfers to other Funds	907,000
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TOTAL PROPOSED APPROPRIATIONS	907,000
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BUILDING PERMITS FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Licenses and Permits	978,000
Charges for Services	3,500
Miscellaneous Revenues	13,000
Other Sources	61,000

Total Estimated Revenues	1,055,500
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Other Financing Sources:

Fund Balance Appropriated	660,648
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TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	1,716,148
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PROPOSED APPROPRIATIONS

Public Safety	1,716,148
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TOTAL PROPOSED APPROPRIATIONS	1,716,148
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ALL FUNDS**ESTIMATED REVENUES AND OTHER RECEIPTS**

Ad Valorem Taxes	8,329,064
Other Taxes	9,229,934
Licenses and Permits	5,708,801
Intergovernmental Revenue	11,105,529
Charges for Services	146,369,821
Fines and Forfeits	165,750
Miscellaneous Revenues	11,901,133
Other Sources	581,174
Total Estimated Revenues	193,391,206
Other Financing Sources:	
Transfers from other Funds	15,046,539
Fund Balance Appropriated- Renewal & Replacement	2,673,920
Fund Balance Appropriated	7,440,225

TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	218,551,890
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PROPOSED APPROPRIATIONS

General Government	24,158,883
Public Safety	21,504,768
Physical Environment	126,982,176
Transportation	6,844,152
Economic Environment	1,881,566
Human Services	6,600
Culture/Recreation	5,004,447
Other Uses	358,850
Non Expenditures:	
Transfers to other Funds	15,046,539
Debt Service	13,097,700
Reserve for Future Use	1,495,618
Reserves- Contributions to Fund Balance	2,143,423
Reserves- Contributions to Retained Earnings	27,168
TOTAL PROPOSED APPROPRIATIONS	218,551,890

SECTION II.

This resolution shall become effective October 1, 2023.
City Commission.

PASSED AND ADOPTED at a regular meeting of the City Commission of the City of Leesburg, Florida held
the 25th day of September 2023.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: September 25, 2023

From: Al Minner, (City Manager)

Subject: An Ordinance of the City of Leesburg, Florida, further amending the City of Leesburg Retirement Plan for General Employees, adopted pursuant to Ordinance No. 18-31, as subsequently amended; amending Section 6, Benefit Amounts and Eligibility; amending Section 5, cost of living adjustment; providing for codification; providing for severability of provisions; repealing all ordinances in conflict herewith; and providing an effective date.

Staff Recommendation:

Approve the City Ordinance, which amends the General Employees Retirement Plan, Adopted pursuant to Ordinance No.18-31.

Analysis:

Several employees who have a benefit from the General Employees Pension (which has 114 active participants) have asked the General Employees Pension Board what could be done about the severe inflation effects on their frozen pension benefits. Currently, retirees (other than members who terminate vested prior to Early or Normal Retirement and later draw benefits) and their beneficiaries receive an automatic 2% increase in benefits after October 1st commencing 3 years after their otherwise Normal Retirement Date (NRD). After consideration of the member concerns, the board approved the attached Cost of Living Adjustment (COLA) study. The two alternative provisions considered were:

- 1) Commencing at NRD- removing the 3-year delay (the first increase would be on the first October 1st following the later of the Member's other NRD or their date of commencement)
- 2) Commencing at age 63- the first increase would be the first October 1st following the later of age 63 or their commencement (this would affect Members who retire under Early Retirement)

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

The impact of the proposed changes on the results of the October 1, 2022 actuarial valuation (as applicable to the fiscal year ending September 30, 2024 are as follows:

	Current Beginning <u>3 years after NRD</u>	Proposed Beginning <u>at NRD</u>	Proposed Beginning <u>at age 63</u>
Minimum Required Contribution	\$506,764	\$572,070	\$605,068
% of total annual payroll ¹	7.28%	8.22%	8.69%

¹ The estimated percentage of payroll requirement is based on the projected pensionable payroll in fiscal year 2024 of active Plan Members of \$6,962,656

ORDINANCE NO. 23-_____

AN ORDINANCE OF THE CITY OF LEESBURG, FURTHER AMENDING THE CITY OF LEESBURG RETIREMENT PLAN FOR GENERAL EMPLOYEES, ADOPTED PURSUANT TO ORDINANCE NO. 18-31, AS SUBSEQUENTLY AMENDED; AMENDING SECTION 6, BENEFIT AMOUNTS AND ELIGIBILITY, SUBSECTION 5, COST OF LIVING ADJUSTMENT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA;

SECTION 1: That Ordinance No. 18-31, adopting the amended and restated City of Leesburg Retirement Plan for General Employees, as subsequently amended, is further amended to amend Section 6, Benefit amounts and eligibility, Subsection 5, *Cost-of-Living Adjustment*, to read as follows:

* * * * *

5. Cost of Living Adjustment.

- A. Effective retroactively to October 1, 2005, early and normal retirement retirees, disability retirees and their beneficiaries and joint annuitants and including beneficiaries of those receiving pre-retirement death benefits (except terminated vested) shall receive an annual cost of living increase of two percent (2%) beginning on the first October 1st following the date that is three (3) years after the Retiree's otherwise normal retirement date. Members who retire after age 65 will receive their first increase on the first October 1st following the later of age 68 or one (1) year after their actual retirement date. Terminated vested persons, and their beneficiaries shall not be eligible for these increases. In the event that the first increase as determined above, is more than thirty-six (36) months following the otherwise normal retirement date, the first adjustment shall be increased by the product of two percent (2%) times a fraction, the numerator of which is the number of whole months that the first adjustment date exceeds thirty-six (36) months after the otherwise normal retirement date and the denominator of which shall be twelve (12).

- B. Effective retroactively to October 1, 2005, all former employees who retired prior to that date and are receiving benefits on that date for early retirement, normal retirement and disability retirement, and their beneficiaries and joint annuitants and including beneficiaries of those receiving pre-retirement death benefits (except terminated vested) shall receive an annual cost of living increase of two percent (2%) beginning on the first October 1st following the later of September 30, 2005 and the date that is or would have been three (3) years after the Retiree's normal retirement date. Terminated vested persons, whether receiving benefits or not, and their beneficiaries and joint annuitants shall not be eligible for these increases.

- C. Notwithstanding, effective October 1, 2022, all current and future early and normal retirement retirees, disability retirees, beneficiaries and joint annuitants receiving benefits, and including beneficiaries of those receiving pre-retirement death benefits (except terminated deferred vested members) shall receive an annual cost of living increase of two percent (2%) beginning on the first October 1st following the later of either attainment of age 63 or such retiree or benefit recipients date of benefit commencement.

* * * * *

SECTION 2: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Leesburg.

SECTION 3: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 4: If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 5: That this Ordinance shall become effective upon its adoption.

PASSED AND ADOPTED AT A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, HELD ON THE ____ DAY OF _____, 2023.

Mayor-Commissioner

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ATTEST:

City Clerk

ORDINANCE NO. 23-_____

AN ORDINANCE OF THE CITY OF LEESBURG, FURTHER AMENDING THE CITY OF LEESBURG RETIREMENT PLAN FOR GENERAL EMPLOYEES, ADOPTED PURSUANT TO ORDINANCE NO. 18-31, AS SUBSEQUENTLY AMENDED; AMENDING SECTION 6, BENEFIT AMOUNTS AND ELIGIBILITY, SUBSECTION 5, COST OF LIVING ADJUSTMENT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA;

SECTION 1: That Ordinance No. 18-31, adopting the amended and restated City of Leesburg Retirement Plan for General Employees, as subsequently amended, is further amended to amend Section 6, Benefit amounts and eligibility, Subsection 5, *Cost-of-Living Adjustment*, to read as follows:

* * * * *

5. Cost of Living Adjustment.

- A. Effective retroactively to October 1, 2005, early and normal retirement retirees, disability retirees and their beneficiaries and joint annuitants and including beneficiaries of those receiving pre-retirement death benefits (except terminated vested) shall receive an annual cost of living increase of two percent (2%) beginning on the first October 1st following the date that is three (3) years after the Retiree's otherwise normal retirement date. Members who retire after age 65 will receive their first increase on the first October 1st following the later of age 68 or one (1) year after their actual retirement date. Terminated vested persons, and their beneficiaries shall not be eligible for these increases. In the event that the first increase as determined above, is more than thirty-six (36) months following the otherwise normal retirement date, the first adjustment shall be increased by the product of two percent (2%) times a fraction, the numerator of which is the number of whole months that the first adjustment date exceeds thirty-six (36) months after the otherwise normal retirement date and the denominator of which shall be twelve (12).

B. Effective retroactively to October 1, 2005, all former employees who retired prior to that date and are receiving benefits on that date for early retirement, normal retirement and disability retirement, and their beneficiaries and joint annuitants and including beneficiaries of those receiving pre-retirement death benefits (except terminated vested) shall receive an annual cost of living increase of two percent (2%) beginning on the first October 1st following the later of September 30, 2005 and the date that is or would have been three (3) years after the Retiree's normal retirement date. Terminated vested persons, whether receiving benefits or not, and their beneficiaries and joint annuitants shall not be eligible for these increases.

C. Notwithstanding, effective October 1, 2022, all current and future early and normal retirement retirees, disability retirees, beneficiaries and joint annuitants receiving benefits, and including beneficiaries of those receiving pre-retirement death benefits (except terminated deferred vested members) shall receive an annual cost of living increase of two percent (2%) beginning on the first October 1st following the later of either attainment of age 63 or such retiree or benefit recipients date of benefit commencement.

* * * * *

SECTION 2: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Leesburg.

SECTION 3: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 4: If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 5: That this Ordinance shall become effective upon its adoption.

PASSED AND ADOPTED AT A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, HELD ON THE ____ DAY OF _____, 2023.

Mayor-Commissioner

ATTEST:

City Clerk

February 26, 2023

VIA EMAIL

Mr. Frank Mega, Plan Administrator
HYN Consulting
3433 Lithia Pinecrest Rd, Suite #332
Valrico, FL 33596

Re: City of Leesburg Retirement Plan for General Employees
Special Actuarial Analysis

Dear Frank:

As requested, we have completed a special actuarial analysis to determine the funding costs associated with the proposed changes in the automatic Cost-of-living adjustment (“COLA”) described below.

Currently, retirees (other than members who terminate vested prior to Early or Normal Retirement and later draw benefits) and their beneficiaries receive an automatic 2.00% increase in benefits each October 1st commencing 3 years after their otherwise Normal Retirement Date (NRD). The two alternative provisions considered in this analysis are as follows:

1. **Commencing at NRD** - Remove the 3-year delay (the first increase would be on the first October 1st following the later of the Member’s otherwise NRD or their date of commencement).
2. **Commencing at age 63** – The first increase would be the first October 1st following the later of age 63 or their date of commencement (this would affect Members who retire under Early Retirement).

Please note that for the purpose of this analysis, it was assumed that the new provision would apply to current retirees as well as the current active participants. For example, if a retiree is currently age 60, then their first adjustment would begin at age 65 or 63 depending upon the Scenario.

The impact of the proposed changes on the results of the October 1, 2022 actuarial valuation (as applicable to the fiscal year ending September 30, 2024) are follows:

	Current Beginning <u>3 yrs after NRD</u>	Proposed Beginning <u>at NRD</u>	Proposed Beginning <u>at Age 63</u>
Minimum Required Contribution	\$506,764	\$572,070	\$605,068
% of Total Annual Payroll ¹	7.28%	8.22%	8.69%

¹ The estimated percentage of payroll requirement is based on the projected pensionable payroll in fiscal 2024 of active Plan Members of \$6,962,656.

The change in UAAL associated with the benefit change was amortized over 15 years.

This analysis is based on the same data, assumptions, and methods as utilized in the October 1, 2022 actuarial valuation except as otherwise noted.

The undersigned is familiar with the immediate and long-term aspects of pension valuations, and meets the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein.

Please note the contents of this analysis and the October 1, 2022 actuarial valuation report are considered integral parts of the actuarial opinions. In reviewing the results presented in this study, it should be noted there are risks that may not be inherently apparent to the reader that should be carefully considered. For key risks, please see the Discussion of Risk section of the October 1, 2022 actuarial valuation report.

In performing the analysis, we used third-party software to model (calculate) the underlying liabilities and costs. These results are reviewed in the aggregate and for individual sample lives. The output from the software is either used directly or input into internally developed models to generate the costs. All internally developed models are reviewed as part of the process. As a result of this review, we believe that the models have produced reasonable results. We do not believe there are any material inconsistencies among assumptions or unreasonable output produced due to the aggregation of assumptions.

Future actuarial measurements may differ significantly from the current measurements presented in this report for a variety of reasons including: changes in applicable laws, changes in plan provisions, changes in assumptions, or plan experience differing from expectations. Due to the limited scope of the analysis, we did not perform an analysis of the potential range of such future measurements.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink that reads "Patrick T. Donlan". The signature is fluid and cursive, with a long horizontal line extending from the end.

Patrick T. Donlan, EA, ASA, MAAA

CITY OF LEESBURG
RETIREMENT PLAN FOR GENERAL EMPLOYEES

ACTUARIAL IMPACT STATEMENT

September 20, 2023
(Page 1)

Attached hereto is a comparison of the impact on the Minimum Required Contribution (per Chapter 112, Florida Statutes) and the Required City Contribution, resulting from the implementation of the following change:

Amend the beginning date of the automatic Cost of Living Adjustment (COLA) for all current and future early and normal retirement retirees, disability retirees, beneficiaries and joint annuitants receiving benefits, and including beneficiaries of those receiving pre-retirement death benefits (except terminated deferred vested members) to be the first October 1st following the later of either attainment of age 63 or such retiree or benefit recipient's date of benefit commencement.

Please note that members who terminate or terminated employment after eligibility for early retirement will be eligible for this COLA even if they defer commencement of benefits until a later date.

The cost impact, determined as of October 1, 2022, applicable to the fiscal year ending September 30, 2024, is as follows:

	<u>Proposed</u>	<u>Current</u>
Minimum Required Contribution	\$605,068	\$506,764

Unless otherwise noted, all data, assumptions, methods and plan provisions are the same as in the October 1, 2022 actuarial valuation report. It should be noted that changes to retirement benefits could potentially affect participants' retirement or termination behavior. We will monitor and advise of any recommended changes with future experience studies.

Future actuarial measurements may differ significantly from the current measurements presented in this report for a variety of reasons including: changes in applicable laws, changes in plan provisions, changes in assumptions, or plan experience differing from expectations. Due to the limited scope of the analysis, we did not perform an analysis of the potential range of such future measurements.

Please note that contents of this analysis and the October 1, 2022 actuarial valuation report are considered an integral part of the actuarial opinions. In reviewing the results presented in this study, it should be noted that there are risks that may not be inherently apparent to the reader that should be carefully considered. For key risks, please see the Discussion of Risk section of the October 1, 2022 actuarial valuation report.

CITY OF LEESBURG
RETIREMENT PLAN FOR GENERAL EMPLOYEES

ACTUARIAL IMPACT STATEMENT

September 20, 2023
(Page 2)

In performing the analysis, we used third-party software to model (calculate) the underlying liabilities and costs. These results are reviewed in the aggregate and for individual sample lives. The output from the software is either used directly or input into internally developed models to generate the costs. All internally developed models are reviewed as part of the process. As a result of this review, we believe that the models have produced reasonable results. We do not believe there are any material inconsistencies among assumptions or unreasonable output produced due to the aggregation of assumptions.

The changes presented herein are in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the State Constitution. The undersigned is familiar with the immediate and long-term aspects of pension valuations and meets the Qualification Standards of the American Academy of Actuaries necessary to render the opinions contained herein.



Patrick T. Donlan, ASA, EA, MAAA
Enrolled Actuary #23-6595

STATEMENT OF PLAN ADMINISTRATOR

The prepared information presented herein reflects the estimated impact of the proposed ordinance.



- Steven D Rockefeller
Chairman, Board of Trustees

COMPARATIVE SUMMARY OF PRINCIPAL VALUATION RESULTS

	New Benefits <u>10/1/2022</u>	Old Benefits <u>10/1/2022</u>
A. Participant Data		
Actives	114	114
Service Retirees	202	202
DROP Retirees	1	1
Beneficiaries	49	49
Disability Retirees	1	1
Terminated Vested	<u>246</u>	<u>246</u>
Total	613	613
Payroll Under Assumed Ret. Age	7,415,272	7,415,272
Annual Rate of Payments to:		
Service Retirees	2,380,590	2,380,590
DROP Retirees	16,726	16,726
Beneficiaries	286,653	286,653
Disability Retirees	25,580	25,580
Terminated Vested	1,020,842	1,020,842
B. Assets		
Actuarial Value (AVA) ¹	40,648,727	40,648,727
Market Value (MVA) ¹	37,074,954	37,074,954
C. Liabilities		
Present Value of Benefits		
Actives		
Retirement Benefits	7,076,351	6,682,058
Disability Benefits	726,151	691,806
Death Benefits	72,235	68,097
Vested Benefits	184,124	184,124
Refund of Contributions	0	0
Service Retirees	25,284,512	24,914,618
DROP Retirees ¹	273,434	273,434
Beneficiaries	2,529,685	2,458,199
Disability Retirees	167,494	166,585
Terminated Vested	<u>6,053,888</u>	<u>6,045,211</u>
Total	42,367,874	41,484,132

C. Liabilities - (Continued)	New Benefits <u>10/1/2022</u>	Old Benefits <u>10/1/2022</u>
Present Value of Future Salaries	N/A	N/A
Present Value of Future Member Contributions	0	0
Normal Cost (Retirement)	23,702	22,403
Normal Cost (Disability)	11,370	10,969
Normal Cost (Death)	1,877	1,828
Normal Cost (Vesting)	2,660	2,660
Normal Cost (Refunds)	0	0
Total Normal Cost	39,609	37,860
Present Value of Future Normal Costs	129,228	123,774
Accrued Liability (Retirement)	7,001,413	6,611,153
Accrued Liability (Disability)	685,988	652,911
Accrued Liability (Death)	65,399	61,414
Accrued Liability (Vesting)	176,833	176,833
Accrued Liability (Refunds)	0	0
Accrued Liability (Inactives) ¹	34,309,013	33,858,047
Total Actuarial Accrued Liability (EAN AL)	42,238,646	41,360,358
Unfunded Actuarial Accrued Liability (UAAL)	1,589,919	711,631
Funded Ratio (AVA / EAN AL)	96.2%	98.3%

D. Actuarial Present Value of Accrued Benefits	New Benefits <u>10/1/2022</u>	Old Benefits <u>10/1/2022</u>
Vested Accrued Benefits		
Inactives ¹	34,309,013	33,858,047
Actives	8,010,513	7,603,439
Member Contributions	<u>0</u>	<u>0</u>
Total	42,319,526	41,461,486
Non-vested Accrued Benefits	<u>48,349</u>	<u>22,645</u>
Total Present Value		
Accrued Benefits (PVAB)	42,367,875	41,484,131
Funded Ratio (MVA / PVAB)	87.5%	89.4%
Increase (Decrease) in Present Value of Accrued Benefits Attributable to:		
Plan Amendments	883,744	
Benefit Changes	0	
Plan Experience	0	
Benefits Paid	0	
Interest	0	
Other	<u>0</u>	
Total	883,744	

	New Benefits	Old Benefits
Valuation Date	10/1/2022	10/1/2022
Applicable to Fiscal Year Ending	<u>9/30/2024</u>	<u>9/30/2024</u>
E. Pension Cost		
Normal Cost ²	\$42,382	\$40,510
Administrative Expenses ²	85,895	85,895
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 15 years (as of 10/1/2022) ²	476,791	380,359
Minimum Required Contribution	605,068	506,764
Expected Member Contributions ²	0	0
Expected City Contribution	605,068	506,764

¹ The asset values and liabilities include accumulated DROP Plan Balances as of 9/30/2022.

² Contributions developed as of 10/1/2022 displayed above have been adjusted to account for assumed interest component.

ACTUARIAL ASSUMPTIONS AND METHODS

Mortality Rate

Healthy Active Lives:

Female: PubG.H-2010 for Employees.

Male: PubG.H-2010 for Employees, set back one year.

Healthy Retiree Lives:

Female: PubG.H-2010 for Healthy Retirees.

Male: PubG.H-2010 (Below Median) for Healthy Retirees, set back one year.

Beneficiary Lives:

Female: PubG.H-2010 (Below Median) for Healthy Retirees.

Male: PubG.H-2010 for Healthy Retirees, set back one year.

Disabled Lives:

PubG.H-2010 for Disabled Retirees, set forward three years.

All rates are projected generationally with Mortality Improvement Scale MP-2018. We feel this assumption sufficiently accommodates future mortality improvements.

The previously described mortality assumption rates were mandated by Chapter 2015-157, Laws of Florida. This law mandates the use of the assumptions used in either of the two most recent valuations of the Florida Retirement System (FRS). The above rates are those outlined in Milliman's July 1, 2021 FRS valuation report for non-special-risk employees, with appropriate adjustments made based on plan demographics.

Interest Rate

7.00% (prior year 7.25%) per year compounded annually, net of investment related expenses. This is supported by the target asset allocation of the trust and the expected long-term return by asset class.

Salary Increases

None (frozen plan).

Payroll Growth

0.00% (frozen plan).

Administrative Expenses

\$80,276 annually, based on the average of actual expenses incurred in the prior two fiscal years.

Termination Rates

See Table of sample rates later in this section. This assumption was adopted by the Board, based on results of the September 3, 2007 Experience Study.

Disability Rates

See Table of sample rates later in this section. These rates are similar to those utilized by other municipal General Employee programs.

Retirement Rates

<u>Age</u>	<u>Rate per Year</u>
50 – 54	2.0%
55 – 58	20.0%
59 – 61	20.0%
62	50.0%
63 – 64	25.0%
65	100.0%

This assumption was adopted by the Board, based on results of the September 3, 2007 Experience Study.

Amortization Method

New UAAL amortization bases are amortized over a 15-year period.

Bases established prior to the valuation date are adjusted proportionally to match the Expected Unfunded Actuarial Accrued Liability as of the valuation date, in order to align prior year bases with the portion of the current year UAAL associated with prior year sources.

Funding Method

Entry Age Normal Actuarial Cost Method. The following loads are applied for determining the minimum required contribution:

Interest - A full year, based on current 7.00% assumption.

Salary - None.

Asset Valuation Method

All assets are valued at market value with an adjustment to uniformly spread actuarial investment gains and losses (as measured by actual market value investment return against expected market value investment return) over a five-year period.

Assumption Tables

<u>Age</u>	<u>% Terminating During the Year</u>	<u>% Becoming Disabled During the Year</u>
20	25.0%	0.05%
30	12.4	0.06
40	9.5	0.12
50	7.5	0.43
60	5.5	1.61

SUMMARY OF CURRENT PLAN
(Through Ordinance 21-45)

Eligibility

Regular, full-time employees who are not certified Firefighters enter on date of employment (Optional for City Attorney, Assistant City Attorney, Mayor and City Commissioners). Employees hired on or after October 1, 2008 are not eligible.

Salary

Basic compensation, excluding overtime pay, shift differential, stand-by pay, lump sum vacation pay, accrued sick leave pay, severance pay, bonuses, expense allowances and all other extraordinary compensation, and including all tax deferred, tax sheltered or tax exempt items of income.

Average Compensation

Average Salary of the 3 highest consecutive years of the last 10 years of Credited Service (not including any Salary paid after September 30, 2008).

Credited Service

Years and months of service with the City as a General Employee. For Members who retire after October 1, 1993 with at least 15 years of service, service also includes up to 4 years of prior military service if not receiving a continuing military service pension. For purposes of determining a Member's Normal Retirement Benefit, Credited Service shall not include service with the City after September 30, 2008. Credited Service after September 30, 2008 shall, however, be taken into consideration for vesting and benefit entitlement purposes.

Normal Retirement

Date

The attainment of age 65 with 5 years of Credited Service.

Benefit

2.00% of Average Compensation times Credited Service prior to October 1, 2008, with a maximum of 45 years of Credited Service.

Form of Benefit

Lifetime benefits, ceasing upon death (options available).

Early Retirement

Date	Attainment of age 50 with 15 years of Credited Service.
Benefit	Accrued Benefit on Early Retirement Date, reduced 3.33% for each year that Early Retirement precedes Age 65.
Form of Benefit	Lifetime benefits, ceasing upon death (options available).

Pre-Retirement Death Benefit

Requirement	Death while in active service.
Benefit	Monthly benefit provided by the greater of (i) or (ii), where (i) is the single sum value of the deferred monthly retirement income commencing at normal retirement date which has accrued to the date of death, and (ii) is the smaller of (a) 18 times Average Final Compensation at the date of death and (b) 100 times the anticipated monthly retirement income at Normal Retirement.

Disability

Eligibility	10 years of Credited Service.
Amount	Prior to normal retirement date, the benefit payable is the lessor of 50% of Average Final Compensation or \$1,500. At normal retirement date, the benefit payable is 2.00% times Average Final Compensation times years and months of Credited Service (to a maximum of 45 years) as if employment had continued from date of disability to normal retirement date.
Death Benefit	The greater of (i) or (ii), where (i) is equal to the single-sum value, as of the date of the participant's death, of the deferred monthly retirement income commencing at normal retirement date that the disabled participant would have accrued to the date of termination of service due to disability, and (ii) is the smaller of (a) 18 times Average Final Compensation at the date of termination due to disability and (b) 100 times the participant's anticipated monthly retirement income at Normal Retirement.

Termination of Employment

Vesting Schedule

<u>Years of Service</u>	<u>Vested %</u>
-------------------------	-----------------

Less than 5	0%
5 or more	100%

Benefit

Vested Accrued benefit payable at age 65 (unreduced) or, if completed 15 years of Credited Service, Early Retirement Date (reduced).

Cost of Living Adjustment

Retirees (other than vested terminated members) and their beneficiaries receive a 2.00% increase in benefits each October 1st commencing 3 years after their otherwise Normal Retirement Date.

Board of Trustees

One City of Leesburg resident appointed by Commission, City Manager (or designee), Human Resources Director, one other department head appointed by the City Manager, two Members of the Plan who are not certified Police Officers and one Member of the Plan who is a certified Police Officer.

Deferred Retirement Option Plan

Eligibility

Satisfaction of Normal Retirement requirements.

Participation

Not to exceed 60 months.

Rate of Return

At Member's election:

- (1) Actual net rate of investment return (total return net of brokerage commissions, management fees and transaction costs) credited each fiscal quarter, or
- (2) 6.50% per annum compounded quarterly.

Form of Distribution

Cash lump sum (options available) at termination of employment.

BAC-DROP

Eligibility

Satisfaction of Normal Retirement requirements.

BAC-DROP Period

Not to exceed 60 months.

Rate of Return

2.50% per annum compounded quarterly.

Form of Distribution

Cash lump sum at termination of employment.

Early Retirement Window
(July 1, 2014 to September 30, 2014)

Eligibility

Age 50 with 20 years of service by September 30, 2014 who elect to retire by September 1, 2014.

Benefit

Accrued Benefit on Early Retirement Date, reduced based on the following schedule for each year that Early Retirement precedes Age 65.

<u>Years of Credited Service at Retirement</u>	<u>Reduction Factor</u>
35 or More	0%
30 to 35	0.5%
25 to 30	1.5%
20 to 25	2.0%

Form of Benefit

Lifetime benefits, ceasing upon death (options available).

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.2.

Meeting Date: September 25, 2023

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance amending the comprehensive plan of the City of Leesburg, Florida, changing the future land use map designation of certain property containing 8.03 +/- acres from Medium Density Residential to High Density Residential, for a multi-family development on a property generally located south of Park Holland Road and east of Picciola Road as legally described in Section 15, Township 19 South, Range 24 East; Lake County, Florida; and providing an effective date. (PMF Leesburg SSCP)

Staff Recommendation:

The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed small-scale comp plan map amendment to the City's Future Land Use Map on 8.03 +/- acres from Medium Density Residential to High Density Residential.

Analysis:

The project site is approximately 8.03 acres, and is generally located south of Park Holland Road and west of Picciola Road. Currently, the property is undeveloped. The proposed use is to construct a 144 unit apartment complex for workforce housing. The surrounding Future Land Use Map designations of High Density Residential, Low Density Residential and General Commercial are compatible with the proposed future land use designation of High Density. The proposed zoning designation of SPUD (Small Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan.

The Planning Commission held a public hearing on the application on March 23, 2023 and, by a vote of 5 to 0, recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested small scale comprehensive plan amendment to High Density Residential; or
2. Other action as the Commission may deem appropriate.

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 AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 8.03 +/- ACRES FROM MEDIUM DENSITY RESIDENTIAL TO HIGH DENSITY RESIDENTIAL, FOR A MULTI-FAMILY DEVELOPMENT ON A PROPERTY GENERALLY LOCATED SOUTH OF PARK HOLLAND ROAD AND EAST OF PICCIOLA ROAD AS LEGALLY DESCRIBED IN SECTION 15, TOWNSHIP 19 SOUTH, RANGE 24 EAST; LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (PMF LEESBURG SSCP)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission acting as the Local Planning Agency, 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 an approximate 8.03 acre parcel of land generally located south of Park Holland Road, and east of Picciola Road, from Medium Density Residential to High Density Residential, as shown on the revised map of said area, lying in Section 15, Township 19 South, Range 24 East, Lake County, Florida, legally described as:

(Legal Description)
(See Exhibit A)

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 25th day of September 2023.

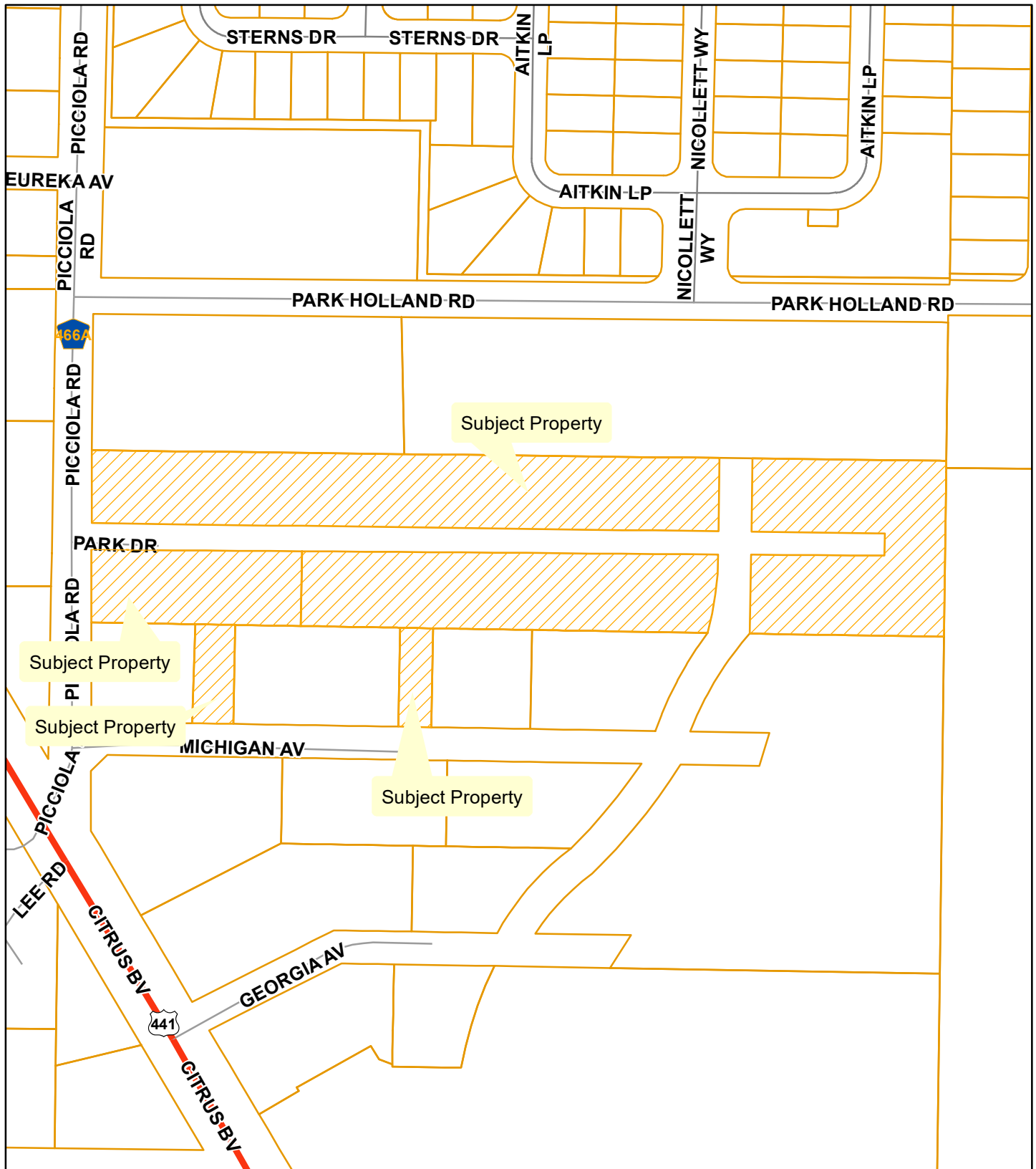
THE CITY OF LEESBURG, FLORIDA

Mayor

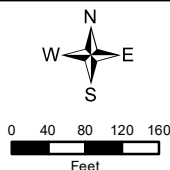
ATTEST:

City Clerk

Locator

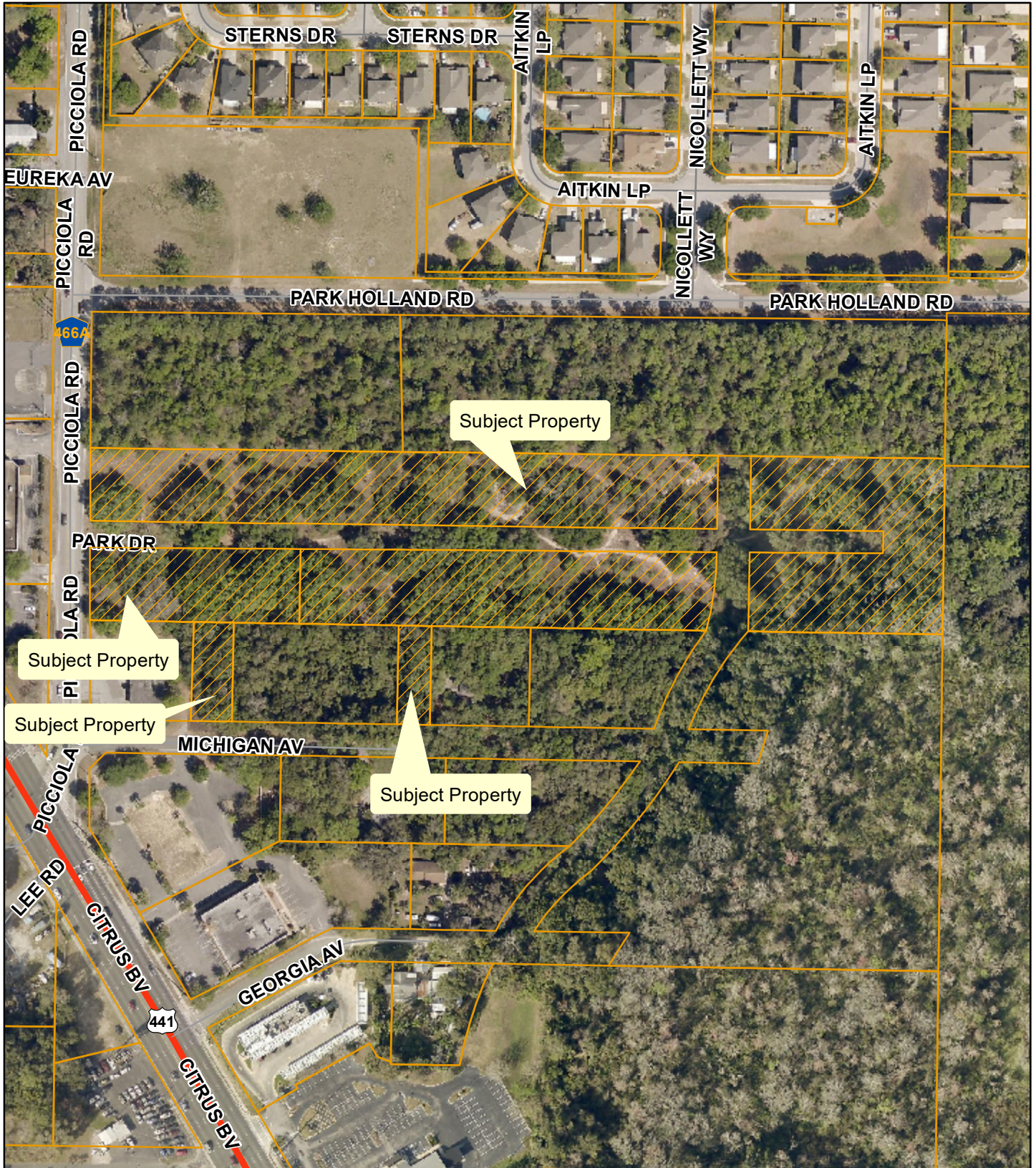


**Planning
& Zoning
Division**

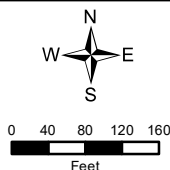


Picciola Project PMF Leesburg
SSCP-23-31; SPUD-23-32
Alternate Keys: 3764773, 1489733, 1654939, 3764889
Section 15, Township, 19 South, 24 East
March 1, 2023

Aerial

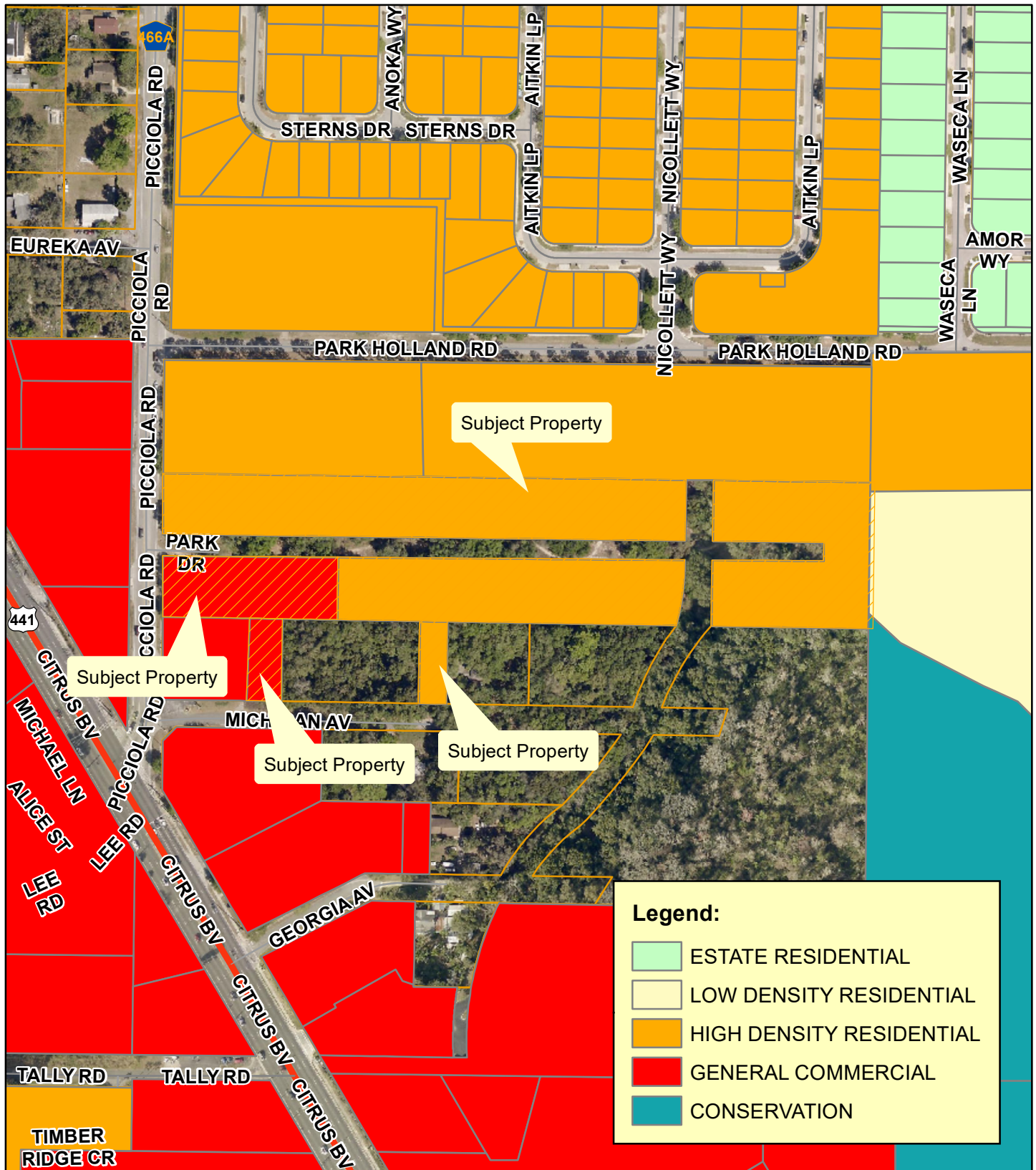


**Planning
& Zoning
Division**

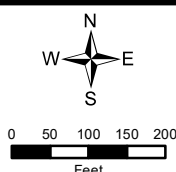


Picciola Project PMF Leesburg
SSCP-23-31; SPUD-23-32
Alternate Keys: 3764773, 1489733, 1654939, 3764889
Section 15, Township, 19 South, 24 East
March 1, 2023

Future Land Use - City of Leesburg

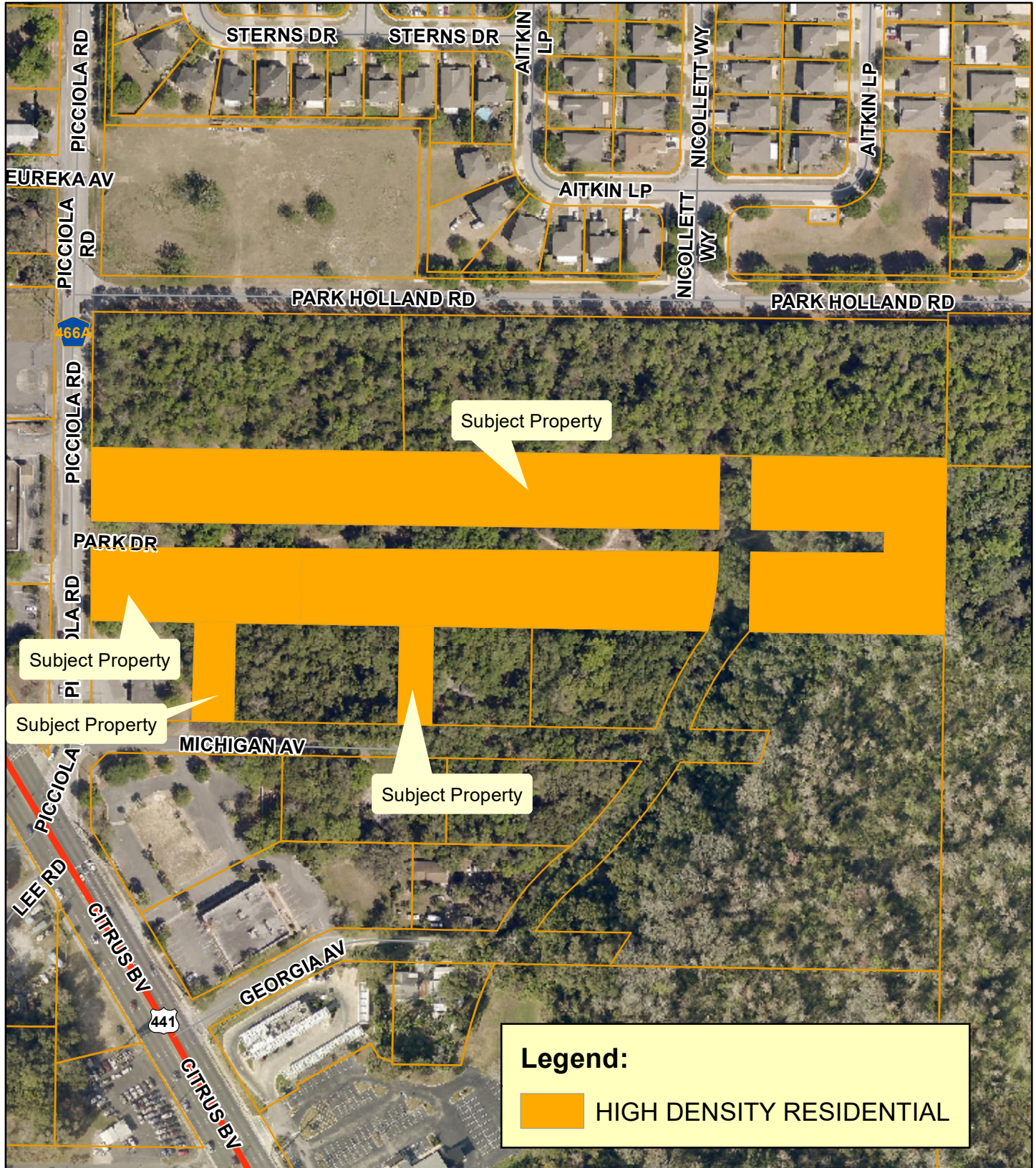


**Planning
& Zoning
Division**

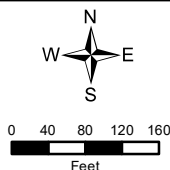


Picciola Project PMF Leesburg
SSCP-23-31; SPUD-23-32
Alternate Keys: 3764773, 1489733, 1654939, 3764889
Section 15, Township, 19 South, 24 East
March 1, 2023

Proposed Future Land Use



**Planning
& Zoning
Division**

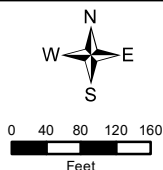


Picciola Project PMF Leesburg
SSCP-23-31; SPUD-23-32
Alternate Keys: 3764773, 1489733, 1654939, 3764889
Section 15, Township, 19 South, 24 East
March 1, 2023

Surrounding Land Uses

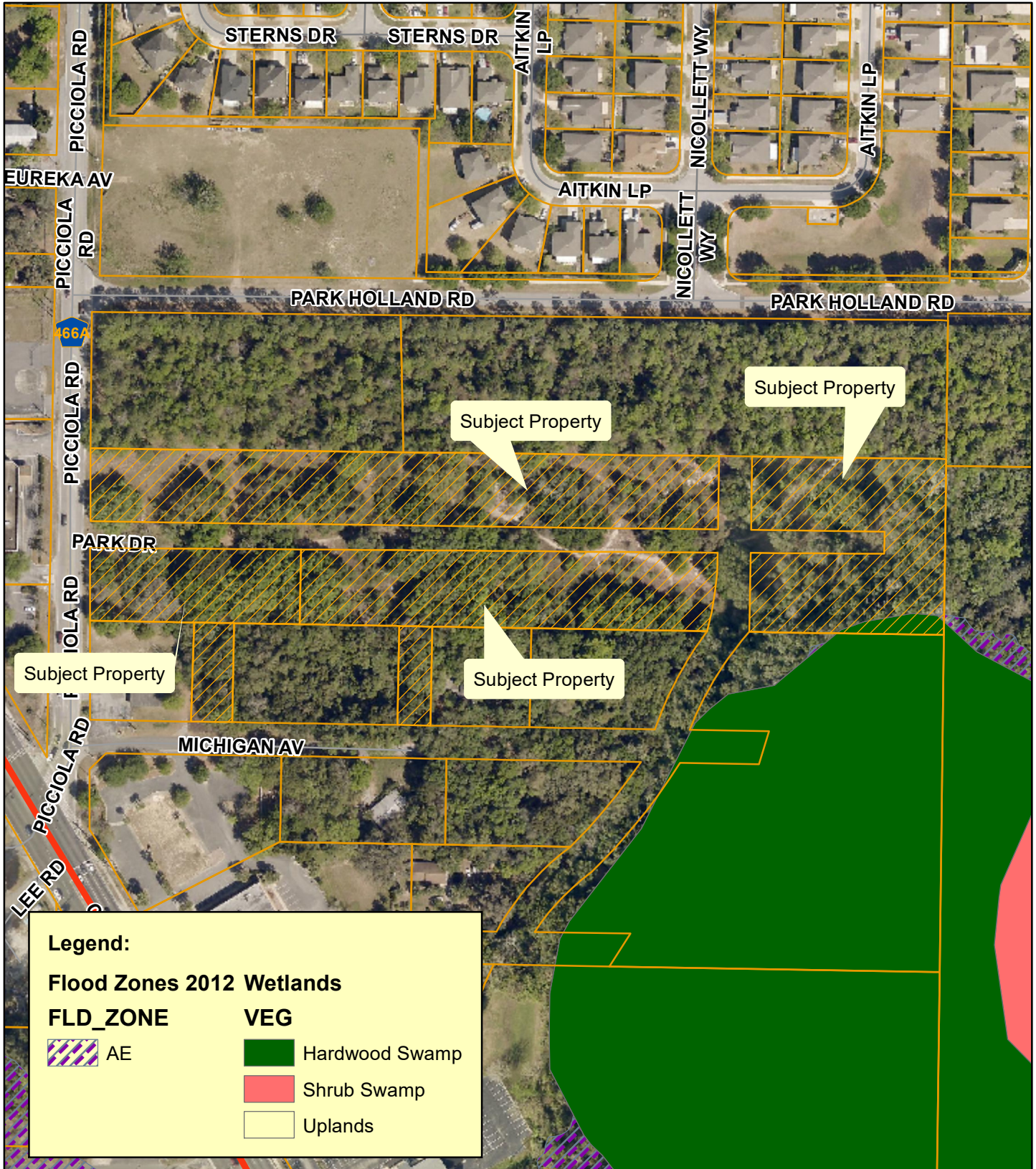


**Planning
& Zoning
Division**

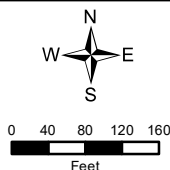


Picciola Project PMF Leesburg
SSCP-23-31; SPUD-23-32
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Section 15, Township, 19 South, 24 East
March 1, 2023

Flood and Wetlands



**Planning
& Zoning
Division**



Picciola Project PMF Leesburg
SSCP-23-31; SPUD-23-32
Alternate Keys: 3764773, 1489733, 1654939, 3764889
Section 15, Township, 19 South, 24 East
March 1, 2023



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY HALL
THURSDAY, MARCH 23RD, 2023 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, March 23rd, 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
Stewart Kaplan
Nathaniel Sanders

The following Commission members were absent:

Frazier Marshall
Ze’Shieca Carter
Ken Simeone
Rosalind Peebles-Johnson

City staff in attendance included Dan Miller, Planning & Zoning Director, Sabrina Mitchell, Administrative Assistant II, Dianne Yekel, Senior Planner, Kandi Harper, 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, FEBRUARY 23RD, 2023.

Vice-Chairman Bowersox moved to APPROVE the draft minutes from the FEBRUARY 23RD, 2023 meeting. Commissioner Sanders SECONDED the motion, which PASSED by a vote of 5-0.

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

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

NEW BUSINESS

1) PUBLIC HEARING CASE # SSCP-22-585 – SUNDANCE COMMERCIAL AND INDUSTRIAL – 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 33.45 +/- ACRES FROM LAKE COUNTY REGIONAL OFFICE TO CITY OF LEESBURG INDUSTRIAL FOR A MIXED-USE DEVELOPMENT ON A PROPERTY GENERALLY LOCATED SOUTH OF COUNTY ROAD 48 AND WEST OF HAYWOOD WORM FARM ROAD, AS LEGALLY DESCRIBED IN SECTIONS 14 AND 15, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, APRIL 10TH, 2023 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, JUNE 12TH, 2023) (Sundance Commercial and Industrial) (POSTPONED AT APPLICANT'S REQUEST FROM THE FEBRUARY 23RD, 2023 PLANNING COMMISSION REGULAR MEETING)**

Dan Miller requested to discuss the next two cases together and vote on each case separately.

Dan Miller introduced case number #SSCP-22-585 – Sundance Commercial and Industrial – Small Scale Comprehensive Plan Amendment and case number #PUD-22-586 Planned Unit Development into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

Mr. Miller gave a background and explanation of the subject property, location, zoning, requests, went over aerial map, conceptual architectural samples Exhibit D, and PUD (Planned Unit Development).

Max Van Allen 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, Lake County Public Works, and the School Board there were no substantive comments from the City departments. Lake County Public Works did note the need for turn lanes on CR 48, plus a right turn lane on Haywood Worm Farm Road and additional right of way for the proposed future Central Lake Trail, as well as for the possibility of the widening of CR 48 which rolls into 470. Public responses – we did not receive any major comments from the City of Leesburg notice requirements. Staff did receive two written responses for approval, we didn't receive any recommendations for denial in response to the posted signs and newspaper.

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

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

Dwight Sadoff with Project Finance & Development at 7575 Dr. Phillips Blvd. Suite 165 Orlando, Florida 32819 stated the primary reason to come to the City; utilities, 33 acres, no wetlands, no endangered species, flat, used for cattle, uses seeking; very consistent, frontage on CR 48; removed any reference industrial uses, permitted/conditional uses; City Code, not seeking to have use in plan, fronts on two roads, different; County did not want access on CR 48; County permission, uses stated very specifically; concept plan, Exhibit C, few things in conditions of approval; carryovers from prior plan, hopefully, Dan Miller will clean up before City Commission; uses; slightly misstated; conditions, specific; concept plan, design standards, material; applicable to residential development, not applicable to our plan; commercial/industrial development, going smoothly, very high on the area, intensity of people, went over PUD standards with Dan Miller to make changes; (5A) elevations applicable to SF units; (B1), Dan Miller stated and read into the record (7C) the elevations of SF should be taken out, plan; open space 35% minimum, Code 30%, match Code; Dan Miller replied change in Code; our City Commission requires every PUD; 35%, about two years ago started wanting increases on that; in order to move forward, very particular worded permitted uses; stick with what proposed, consistent with what we discussed; Dan Miller replied allowing industrial uses; 6.5 acres; define industrial uses; Dwight Sadoff stated we just referenced the Code, M1 permitted uses, not M1 conditional; Dan Miller stated think we can make that work if the Commission will allow me to work with the applicants on that, make sure nothing nauseous; don't see a problem with his request, request permission from Commission, clarification; about conditional uses/permitted in the industrial; applicant is correct, happy to work with applicant to make change; before City Commission, Dwight Sadoff stated on the concept plan; walls on the east/west side wall or 6' opeg security fence, Staff report; provides/allows for fence on east and wall on the west side.

Dan Miller replied it was intended to be a wall on west and fence on east; Dwight Sadoff stated the difference in cost; wall/fence, substantial cost difference; value of brick or block wall; fence, both provide opeg barrier; Dan Miller replied can work with that if 25' buffer remains on west side, fence responsibility of POA if Commission agrees; Dwight Sadoff stated (7A.3); gated; depends on use; don't want to say shall be gated.

Dan Miller replied it depends on the use we are alright with that on Haywood Worm Farm, if use requires a gate; will need to put one up, may be gated, fine with Staff; Dwight Sadoff stated he has question on paragraph (6C), reference to upland buffer; section landscaping/buffer requirements, section (11E); wetlands, flood zones, and wildlife, upland buffer; paragraph dealing with landscape/buffer requirements, not required to put in walkway, buffer; Dan Miller replied allowed in upper buffers but limited to, but not required; Dwight Sadoff read condition into record; Dan Miller replied if you wanted to put a hiking trail; thanks the applicant.

Commissioners, and Mr. Miller discussed PUD conditions are written as they should be, so if we have anything to clean up; let's move forward, architectural standards; originally architectural presented were metal buildings; added some architectural standards; Dan Miller went over façade samples; conceptual; Exhibit D; language in PUD; Staff can work with applicant on architectural designs, something that looks good, these are examples; not locked in, read standards; looks like a residential standard, how they work, non-predominance of metal, stucco, 50:50, some angles; doesn't just stand out as a metal building; Dan Miller requested permission to work the applicants on the changes; Commission agreed.

Chairman Sennett stated if the Commission have any questions of the applicant or if anyone in the audience would like to speak on this case.

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

Commissioner Sanders made a MOTION for APPROVAL of case # SSCP-22-585 – SUNDANCE COMMERCIAL AND INDUSTRIAL – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT Commissioner Kaplan SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 5-0 .

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

2) PUBLIC HEARING CASE # PUD-22-586 – SUNDANCE COMMERCIAL AND INDUSTRIAL – PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 33.45 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO THE CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR A MIXED-USE DEVELOPMENT, FOR A PROPERTY GENERALLY LOCATED SOUTH OF COUNTY ROAD 48 AND WEST OF HAYWOOD WORM FARM ROAD, AS LEGALLY DESCRIBED IN SECTIONS 14 AND 15, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, APRIL 10TH, 2023 AND SECOND READING TENTATIVELY**

SCHEDULED FOR MONDAY, JUNE 12TH, 2023) (Sundance Commercial and Industrial) **(POSTPONED AT APPLICANT'S REQUEST FROM THE FEBRUARY 23RD, 2023 PLANNING COMMISSION REGULAR MEETING)**

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

Commissioner Kaplan made a MOTION for APPROVAL of case # PUD-22-586 – SUNDANCE COMMERCIAL AND INDUSTRIAL – PLANNED UNIT DEVELOPMENT with the changes Vice-Chairman Bowersox SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 5-0.

Tim Sennett, Chairman

Sabrina Mitchell, Administrative Assistant II

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.3.

Meeting Date: September 25, 2023

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 8.03 acres from PUD (Planned Unit Development) and C-3 (General Commercial) to SPUD (Small Planned Unit Development) for a property generally located south of Park Holland Road and east of Picciola Road, as legally described in Section 15, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (PMF Leesburg PUD)

Staff Recommendation:

The Planning staff and the Planning Commission recommend approval of the proposed rezoning for the subject property from PUD (Planned Unit Development) and R-2 (Medium Density Residential) to SPUD (Small Planned Unit Development).

Analysis:

The project site is approximately 8.03+/- acres. The property is generally located south of Park Holland Road and east of Picciola Road, as shown on the attached Aerial Map. The present zoning for this property is PUD (Planned Unit Development) and R-2 (Medium Density Residential). Currently, the property is undeveloped. The proposed use of the property is a 144 unit apartment building for workforce housing. The surrounding zoning designations are PUD (Planned Unit Development), C-1 (Neighborhood Commercial) and C-3 (General Commercial).

The proposed zoning district of City SPUD (Small Planned Unit Development) is compatible with the adjacent and nearby properties in the area and with the proposed future land use designation of High Density Residential. City utilities are available in the area.

By a vote of 5 to 0 on March 23, 2023, the Planning Commission recommended approval of this request.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to City SPUD (Small Planned Unit Development); or
2. Other action the Commission may deem appropriate.

Fiscal Impact:

Based on future development of this property, there will be a positive fiscal impact on the City of Leesburg through increased ad valorem taxes, impact and utility fees.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 8.03 ACRES FROM PUD (PLANNED UNIT DEVELOPMENT) AND C-3 (GENERAL COMMERCIAL) TO SPUD (SMALL PLANNED UNIT DEVELOPMENT) FOR A PROPERTY GENERALLY LOCATED SOUTH OF PARK HOLLAND ROAD AND EAST OF PICCIOLA ROAD, AS LEGALLY DESCRIBED IN SECTION 15, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (PMF LEESBURG PUD)

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

Section 1.

Based upon the petition of Mark Wilkie, (petitioner) on behalf of Benge Development for PMF Leesburg Michigan, LLC, (Michael Rankin, LPG Urban & Regional Planners, Agent) for the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit A)

Section 2.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 25th day of September 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

**PICCIOLA PROJECT PMF LEESBURG
SMALL PLANNED UNIT DEVELOPMENT CONDITIONS
FEBRUARY 23, 2023**

These Planned Unit Development Conditions for a SPUD (Small Planned Unit Development) District is granted by the City of Leesburg Planning Commission, Lake County, Florida to **PMF Leesburg, Michigan, LLC, 2693 W. Fairbanks Avenue, Suite 200, Winter Park, Florida**, (Mark Wilke, Bengé Development, 609 East Pine Street, Orlando Florida, 32801, "Permittee") for the purposes and subject to the terms and conditions as set forth herein pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" has submitted an application requesting a SPUD (Small Planned Unit Development) zoning district to allow multi-family residential use on an approximately 8.03 +/- acre site within the City of Leesburg in accordance with their Planned Development application and supplemental information.

PURPOSE

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

CONDITIONS

The following conditions shall apply to the development proposed herein. If any instance where the conditions of this document may conflict with the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. **PERMISSION** is hereby granted to **PMF Leesburg, Michigan, LLC, 2693 W. Fairbanks Avenue, Suite 200, Winter Park, Florida**, (Mark Wilke, Bengé Development, 609 East Pine Street, Orlando Florida, 32801, "Permittee") to operate, and maintain a SPUD (Small Planned Unit Development) in and on real property in the City of Leesburg. The property is generally located generally located north of Citrus Boulevard, east of Picciola Road and south of Park Holland Road. The property is more particularly described as shown in the attached legal description below.
2. **LEGAL DESCRIPTION:**
See attached legal Exhibit B.
3. **LAND USES**
The above-described property shall be used for SPUD (Small Planned Unit Development) uses as limited herein, pursuant to the requirements of this document and City of Leesburg development codes, requirements and standards, and as noted below:

A. Permitted Uses

1. Multi-family residential
2. Internal commercial uses as accessory to the multi-family units.

B. Accessory Uses

1. Outdoor kitchens and pavilions
2. Sports/ball fields and courts (bocce/basketball/etc.)
3. Outdoor fitness equipment/ /indoor fitness room/swimming pool
4. Dog park with dog washing stations
5. Walking trails around the west and northern boundaries of the property terminating at the largest water retention pond on the east side of the property.
6. Other similar uses which are considered accessory to permitted uses which does not adversely impact the adjoining properties do to traffic, noise, dust, etc.

C. Prohibited Uses

All uses not specifically permitted by Sections 2.A and 2. B. above shall be considered prohibited.

D. Other Related Uses

1. Other uses, related to the primary use, may be included by written determination of the Planning & Zoning Director. Such uses shall be consistent with the intent and purpose of the zoning requirements set forth in these PUD conditions, and shall meet the parking standards as required herein. Parking availability may limit the permitted uses.

4. **DEVELOPMENT STANDARDS**

A. The project shall contain a maximum of 144 multifamily residential units on approximately 8.03 acres at a gross density not to exceed eighteen (18) units per acre. This proposed density, which is the maximum allowable under the Future Land Use district, combined with the location near an existing high traffic intersection, will require a secondary, non-emergency access point to alleviate traffic conditions at Picciola Road and U.S Highway 27. **(See Section 8.A. of this SPUD agreement)**

B. The minimum development standards shall be those required for the R-3 High Density Residential district except as amended by this agreement and as follows:

1. General Standards

- a. The development shall be a combination of one, two, and/or three-bedroom units. Each dwelling unit shall meet the following size requirements:
 - i. One-bedroom units shall not be less than 800 square feet.
 - ii. Two-bedroom units shall not be less than 1000 square feet.
 - iii. Three-bedroom units shall not be less than 1200 square feet.

2. Building Setbacks (as measured from the property lines)

- a. Front: 30-feet
- b. Side: 25-feet
- c. Rear: 25-feet
- d. Minimum distance between structures shall be 20 feet; measured from building wall to building wall.

3. Open Space
 - a. A minimum of thirty-five (35) percent of the site shall be developed as open space, including retention areas, buffer and landscaped areas. Parking areas and vehicle access areas shall not be considered in calculating open space.
4. Height
 - a. Maximum building height shall not exceed three (3) stories except for additional height approved by staff for roof, elevators, a/c units etc., as approved through the Development Review process.

5. PARKING

- A. The permittee shall construct off-street parking spaces within the development per the conceptual site plan, pursuant to the City of Leesburg Code of Ordinances, as amended, or as specified below, which shall include the required number of handicapped parking spaces.
 1. Parking space dimension shall be no less than 9.5' x 18'.
 2. The location and design of the proposed parking areas will be reviewed during the site plan review process to provide for adequate parking, which may limit the permitted uses of the site.

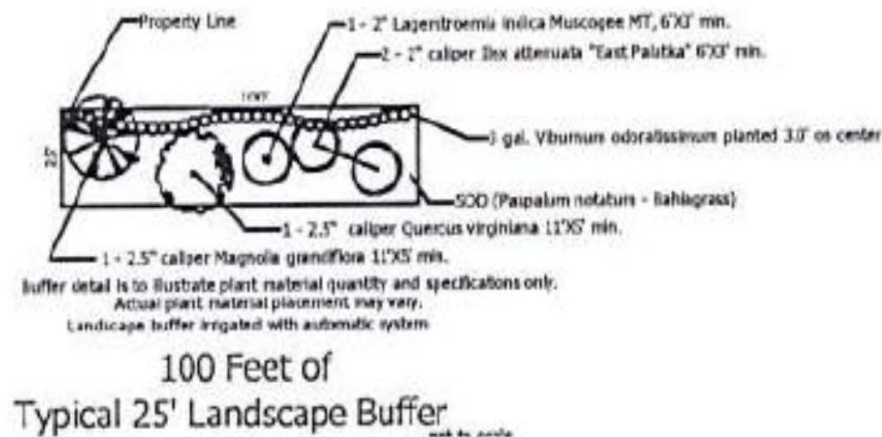
6. OPEN SPACE, LANDSCAPING, BUFFER, AND FENCING REQUIREMENTS

- A. A minimum of 35% open space shall be provided throughout the development. Open space may consist of buffers, wetlands, retention and recreation areas.
- B. A master landscape plan shall be submitted for review by City staff for all landscaping, buffer and boundary areas, parking lots, access roads, entry ways and new construction. This plan shall be reviewed for consistency with this PUD document and the Conceptual Site Plan (Exhibit C) and City of Leesburg landscape code requirements.
 1. Variable landscaped buffer yard around the proposed dumpsters as shown on Exhibit C, Conceptual Plan.
 2. A ten (10) foot landscaped buffer yards on all sides of the two (2) recreational facilities adjacent to the main site as shown on Exhibit C, Conceptual Plan.
 3. A minimum ten (10) foot landscaped buffer on the northern and southern property boundaries of the eastern most recreational facilities as shown on Exhibit C, Conceptual Plan.
- C. All other landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below.

Figure A

Canopy Trees (per 100 l.f.)	2 per 100 linear ft
Tree CAL/Height	2" cal, 12' overall height
Optional Ornamental Trees (per 100 l.f.)	3 per 100 linear ft
Tree CAL/Height	2" cal, 7' overall height
Shrub Screen (per 100 l.f.)	
Square Ft. of Shrubs	(33) 3 gal plants, 18"—24" minimum at installation (depending on species); hedges to be 36"—42" high by thirty-six (36) inches wide hedge or continuous landscape screen with a ninety (90) percent opacity within one (1) year of planting
Container size	3 gal

Figure B



- D. Variations to the landscape and buffering requirements of this document may be approved by the Planning and Zoning Manager or designee, to the extent that the overall intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers. Use of the University of Florida IFAS (Institute of Food and Agricultural Sciences) approved standards for "Florida Friendly Landscaping" will also be acceptable.
- E. A solid six (6) foot high privacy fence shall be provided along the northern, southern, and eastern property lines. The fence shall be constructed of PVC, or other such synthetic material that creates an opaque barrier between the subject property and adjacent lands in those locations. All fencing shall be constructed on or within the property lines, leaving the required buffers for landscaping as required herein.
- F. The surveying of trees on the property shall be conducted as follows:
1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review

process. This may include amending the site plan to save specimen, heritage and historic trees.

2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
3. The tree survey shall be completed by a licensed surveyor.

7. DESIGN/ARCHITECTURAL STANDARDS

A. All buildings shall utilize at least three (3) of the following design features to provide visual relief along all elevations of the single-family units. Designs may vary throughout the development.

1. Dormers
2. Gables
3. Recessed or raised entries
4. Covered porch entries
5. Cupolas
6. Pillars or decorative posts
7. Bay window (minimum 12-inch projections)
8. Eaves (minimum 6-inch projections)
9. Front windows with arched glass tops and minimum 4-inch trim.
10. Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
11. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
12. Stone accents
13. Shutters
14. Board and batten siding
15. Hardy board siding
16. Raised banding
17. Craftsman style garage doors

B. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:

1. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
3. All textured stucco shall be permitted subject to the provision of at least five (5) unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco.

4. For all designs, architectural facades and features shall be submitted and reviewed by the Planning and Zoning Manager or designee for compliance prior at time of site plan review.
- C. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Manager or designee.
- D. The architectural styles and facades shown in **Exhibit D, Building Elevations** herein are considered conceptual.
- E. The Permittee shall utilize “Dark Sky” lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are shown on as Exhibit E, attached hereto.

8. DEVELOPMENT PHASING

- A. The proposed project may be constructed in phases in accordance with the **Small Planned Unit Development Conditions and Conceptual Plan, Exhibit C**. Changes to the development conditions or conceptual plan, other than those conditions described in these PUD Conditions of Approval, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. Implementation of the project shall substantially commence within one-hundred twenty (120) months after approval of this Small Planned Development by City Commission. In the event, the conditions of the SPUD have not been substantially implemented during the required time period, the City of Leesburg shall have the option of scheduling the SPUD, with due notice to the owner and surrounding property owners, for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to another appropriate zoning classification. “Implementation” for purposes of this subsection shall mean, at a minimum, recording of a final plat, and final approval of construction plans, together with actual commencement of construction on the property.
- C. As part of the overall development process, if the project is constructed in phases, then plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

9. SIGNAGE

- A. Ground signs
 1. All ground signage for the property shall be monument style signs with design and architectural style consistent with the overall development, and consistent with the requirements of the sign regulations of the City of Leesburg.
- B. Alternative Designs.
 1. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Planning and Zoning Director where the architectural style would be in keeping with the intent of these sign regulations.
- C. Landscaping for ground signs

1. Landscaping around all monument signs shall comply with the standards and requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.
- D. Wall signs
 1. All wall signage for the property shall be designed and constructed to comply with the standards and requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.

10. SITE ACCESS

- A. Access to the site shall be provided by a minimum of two access points. There shall be one “boulevard style” access point which maybe gated as shown on the conceptual Plan, which empties out onto Picciola Road as a right-turn only point. There shall also be one additional access point to the north, which will allow access to Park Holland Road. This second access must be available at the time of site plan review by the City of Leesburg, and must be shown on the final plat as providing dedicated right of way for this required access.
- B. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject site plan application review process. All access points shall be designed to allow emergency access vehicles room to maneuver and have appropriate traffic flow. Each entrance shall be reviewed and adjusted by staff as needed at the Site Plan and Construction Plan review.
 1. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be reviewed by Lake County Public Works.
 2. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
 3. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.
- C. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. All access points shall be reviewed, as legally prescribed by Lake County Public Works, and/or FDOT as applicable, and shown on the Master Development Plan - Exhibit C, as amended. All access points are conceptual and may be amended subject to site constraints or requirements.
- D. Actual location and design of all roads shall be determined during the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through

Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject to site plan application review process.

11. TRANSPORTATION IMPROVEMENTS

- A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of required sidewalks, recreation paths etc.
- B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, and including any off-site improvements legally required by Lake County, the Lake-Sumter MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee. Any right-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process.
- C. The Permittee shall provide all necessary improvements within and adjacent to the development as required by Lake County, the Lake-Sumter MPO and City of Leesburg.
- D. All paved areas within the development shall be designed and constructed to meet the City of Leesburg requirements for roads, drive aisles and sidewalks, as applicable.
- E. The Permittee shall be responsible for obtaining all necessary Lake County permits and a copy of all permits shall be provided to the City of Leesburg.
- F. Drives and accesses shall be constructed within the interior of the development such that continuous vehicular access is available among and between all structures within the development.
- G. Sidewalks shall be provided on both sides of the entrance road(s) and internal roads, and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall contain sidewalks on both sides of each street. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

12. STORMWATER/DRAINAGE MANAGEMENT

- A. All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties.
- B. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:
 - 1. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.

2. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
3. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowners or property owners association is an acceptable maintenance entity.
4. The 100-year flood plain shown on all plans and lots.
5. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100 year flood elevation is established in reference to the applicable flood insurance rate map.
6. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.
7. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.
 - i. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
 - ii. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

13. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall be provided at a rate of 200 square feet per residential unit, and shall consist of not less than 28,800 square feet (0.67 acres).
- B. Recreational requirements shall include at least one primary active recreation area. Recreation areas may include such uses as a children's playground with equipment, dog park area or gazebo, swimming pool, clubhouse or other amenities as reviewed and approved by staff. The primary recreational facility shall be constructed in conjunction with and completed no later than the completion of 50% of the approved maximum number of residential units.
- C. Credit for recreational space shall be given for areas dedicated to recreational space, to include items such as a dedicated with a recreation room, swimming pool, outdoor cooking facilities such as grills, youth playgrounds, play courts, dog parks or other similar uses which will meet the intent of this document. Other similar uses which will meet the intent of this document may be supplied by the developer.

14. WETLANDS AND FLOOD ZONES

- A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army

Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan process. Any notice of violation from any affected agency shall be cause for a cease and desist order on permits issued by the City of Leesburg until such time as the violation has been resolved with the appropriate agency(s).

- B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.
- C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.
- D. Wetlands shall have a minimum upland buffer as established by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.
- E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.
- F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.
- G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.
- H. A map indicating the location of the 100-year flood plain.
- I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
 - a. Through the site plan review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

15. IRRIGATION AND WATER USAGE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-327, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

16. UTILITIES

- A. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water and wastewater services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:
 - 1. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
 - 2. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new home projects in the city, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.
 - 3. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.
 - 4. This project shall be exempt from the requirements of Section 22-7, *Natural gas line installation procedures* City of Leesburg Code of Ordinances.

17. MAINTENANCE

- A. With the exception of any public utilities, streets and sidewalks, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and stormwater retention/drainage shall be the responsibility of the property owner. A property owners' association shall serve as an appropriate entity for all common properties within the development.

18. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, sign (wall, pole or monument signs) or alter the land in any manner without first submitting the necessary

plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.

- C. Construction and operation of the proposed use(s) shall at all times comply with City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in this SPUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Small Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These SPUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition herein set out.

19. LEVELS OF SERVICE

A. Levels of Service

- 1. As submitted the proposed zoning change, the project may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid waste. However, no final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1. Projected Capacities

- a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.
- b. If the development requires construction of new distribution or collection lines, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

2. Commitment of Capacity

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

3. Ability to Provide Services

- a. At this time, the City intends to provide water, wastewater and reclaimed water service to this development.

Legal Description

BEGINNING AT A POINT 252.5' SOUTH OF THE N.W. CORNER OF S.E. ¼ OF N.E. ¼ OF SEC. 15, TWP. 19 S, R 24 E. THENCE SOUTH 260.5'; THENCE EAST 1342.5'; THENCE NORTH 260.5'; THENCE WEST 1342.5' TO THE POINT OF BEGINNING.

AND

(PORTION OF OFFICAL RECORDS BOOK 1466, PAGE 0210)

LOTS 7, 8, AND 9 OF BLOCK A, NORTH LEESBURG SUBDIVISION, LESS: BEGIN AT SW CORNER OF SAID LOT 7 RUN EAST FOR 12.95 FEET, THENCE NORTH FOR 150 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 7 THAT IS 15.25 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 7, THENCE WEST FOR 15.25 FEET, THENCE SOUTH FOR 150 FEET TO THE P.O.B ALL IN NORTH LEESBURG SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 98 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AND

(PORTION OF OFFICAL RECORDS BOOK 5310, PAGE 2013)

LOTS 20 AND 21 IN BLOCK "A" IN CORRECTED PLAT OF NORTH LEESBURG SUBDIVISION NO. 1., IN LAKE COUNTY, FLORIDA, ACCFORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 98, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

EXHIBIT C



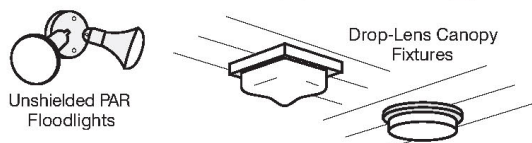
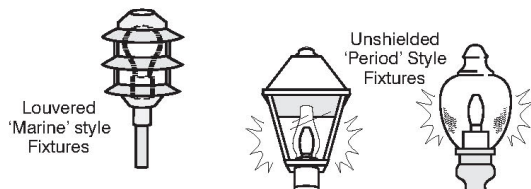
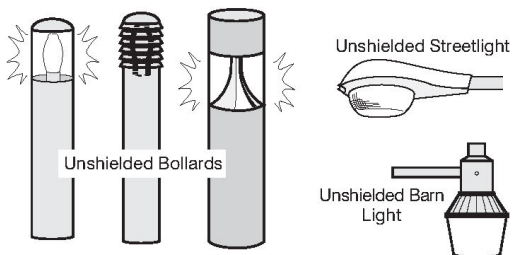
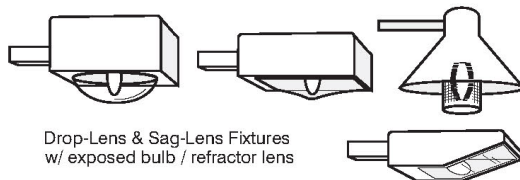
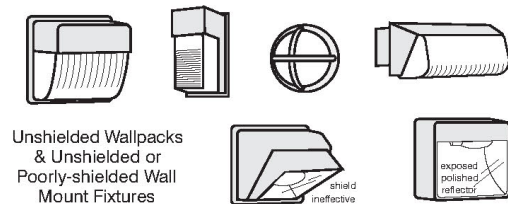
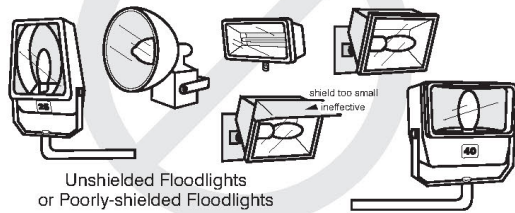
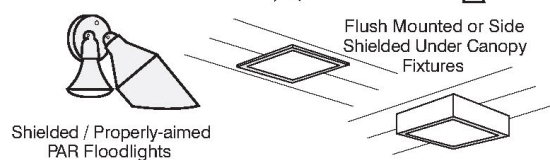
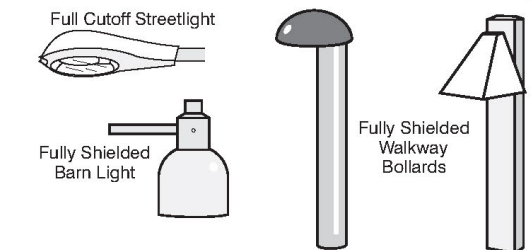
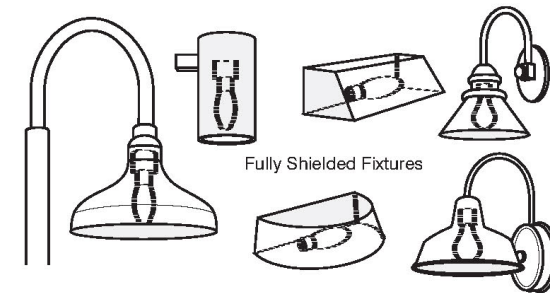
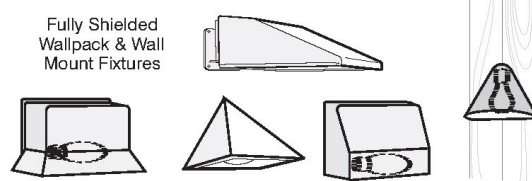
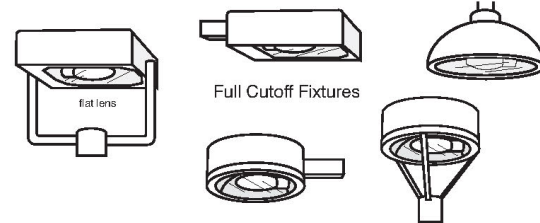


TYPICAL DARK SKY LIGHTING FIXTURES

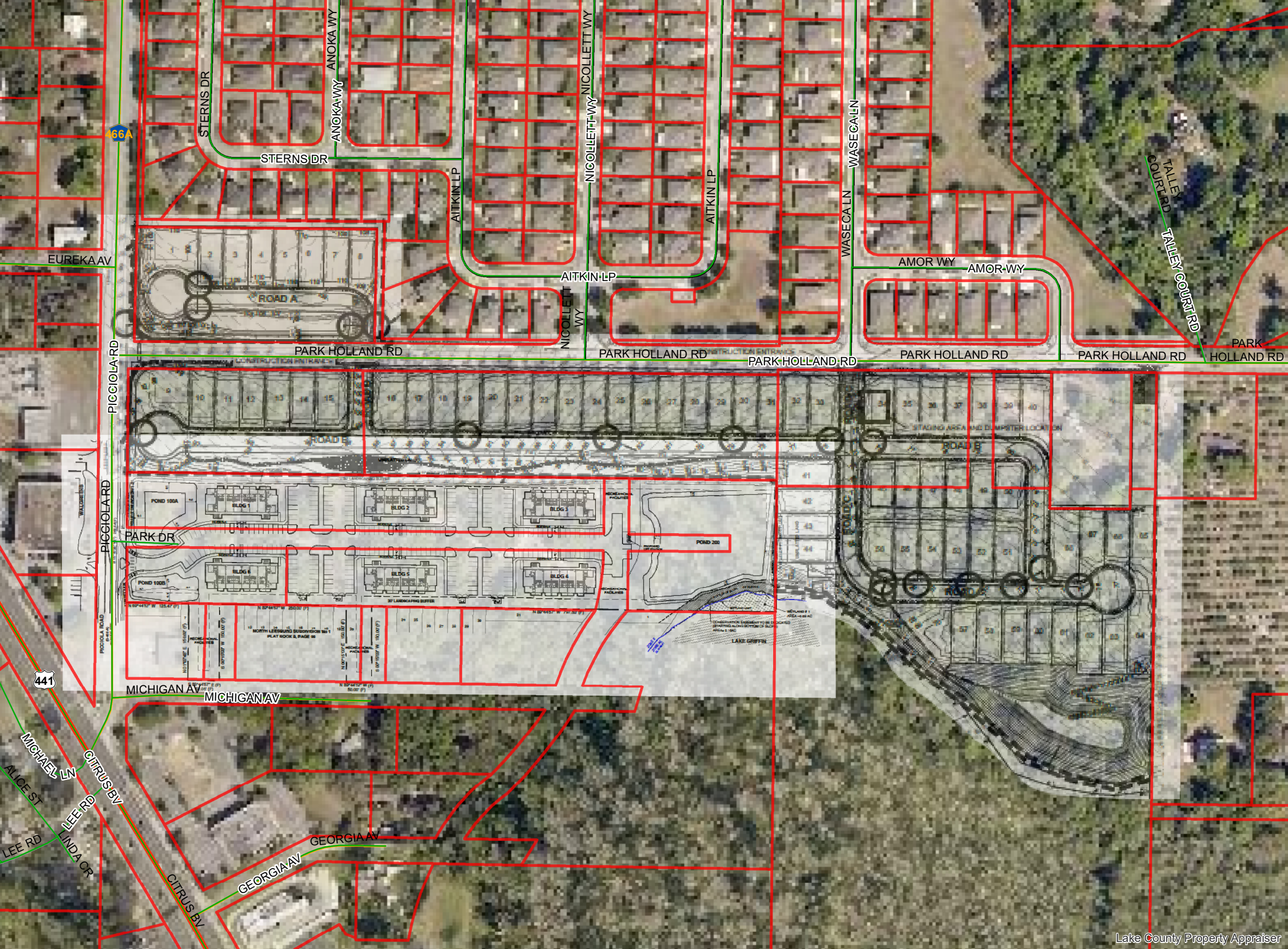
Examples of Acceptable / Unacceptable Lighting Fixtures

Unacceptable / Discouraged

Fixtures that produce glare and light trespass

**Acceptable**Fixtures that shield the light source to minimize glare and light trespass
and to facilitate better vision at night

Illustrations by Bob Crelin © 2005. Rendered for the Town of Southampton, NY. Used with permission



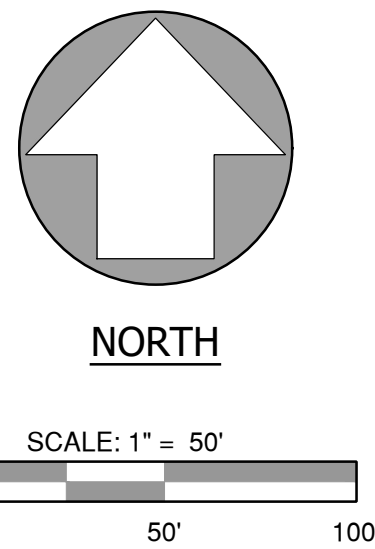
E

D

C

B

A



LEGEND

PROPERTY LINE	
WETLAND LINE	
WETLAND BUFFER LINE	
TRACT DESIGNATION AND AREA	

PARKING SUMMARY

TRACT & LAND USE	REQUIRED*		PROPOSED	
	STD	HC	STD	HC
MULTIFAMILY APARTMENTS	225	7	225	7

*LDC SECTION 25-358; 1.5 SPACES FOR 1 BDRM, 2.0 SPACES FOR 2 OR MORE BDRMS

PROPOSED PROJECT: 138 APARTMENTS

BREAKDOWN
1-BR APARTMENTS (102 UNITS)
2-BR APARTMENTS (36 UNITS)

SITE DATA:

EXISTING ZONING PUD & R-2
PROPOSED ZONING PUD (PLANNED DEVELOPMENT)
FLU HIGH DENSITY RES & GEN. COMM.
PROPOSED USE MULTI-FAMILY APARTMENTS
SECTION / TWS / RNG 15 / 19 / 24
PROPERTY AREA 7.70 AC

DEVELOPMENT STANDARDS (FROM PUD 07-97):

RESIDENTIAL
LOT AREA 335,628 SF MIN.
LOT WIDTH TBD

SETBACKS:
FRONT TBD
REAR TBD
SIDE TBD
STREET SIDE TBD
BLDG SEPARATION 10FT MAX.
BUILDING HEIGHT MAXIMUM 3 STORIES OR 35 FT
IMPERVIOUS MAXIMUM 65% PROPOSED 44.9%
GROSS DENSITY 18 DU/AC MAX.
OPEN SPACE 55.1% (PROPOSED)

RECREATIONAL DEVELOPMENT:

RECREATION SPACE 200SF/DU (CREDITS AVAILABLE)
REQUIRED 27,600 SF PROVIDED 27,893 SF

LANDSCAPE BUFFERS:

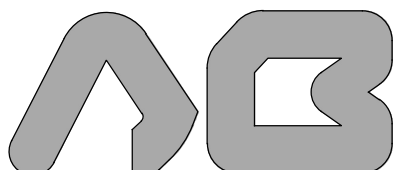
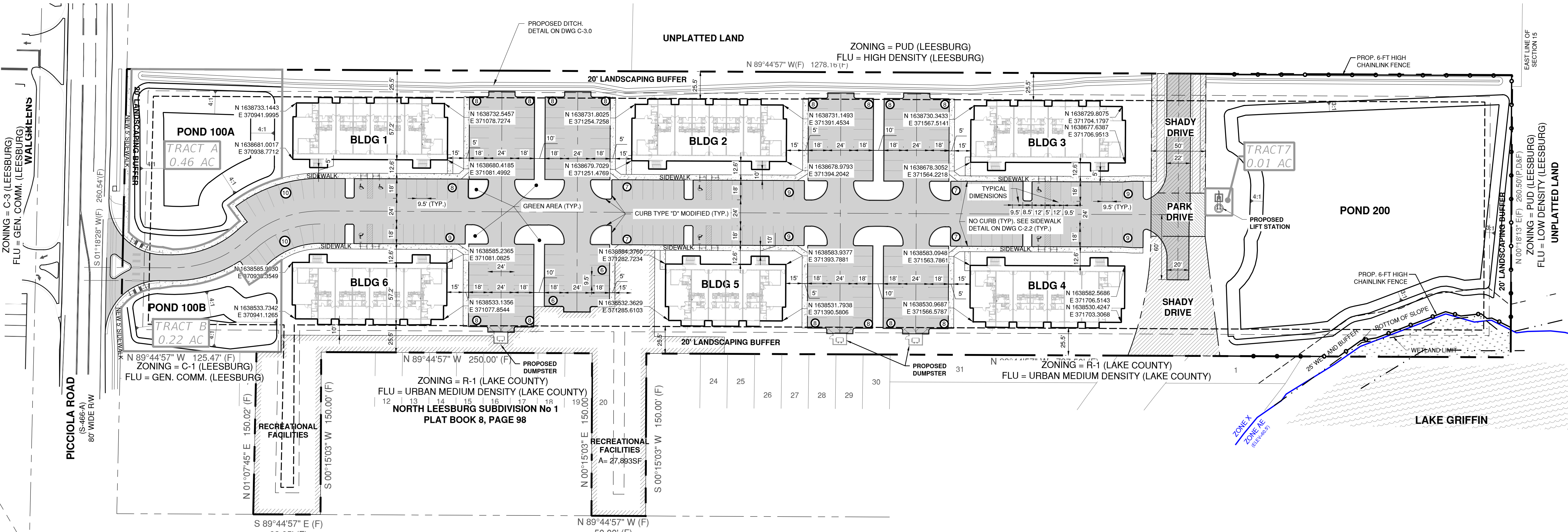
- (PER PUD 07-97)
- 20' BUFFER AND 6' HIGH SOLID FENCE
 - SEE LANDSCAPING PLANS (BY OTHERS)

FENCES:

TO BE SUBMITTED WITH UNITS BUILDING PERMIT APPLICATION.

PUD APPROVAL NOTES:

-
-



A&B Engineering Consultants, P.A.

Civil Engineering
Land Planning
Project Management
Inspections

Certificate of
Authorization:
No. 27697

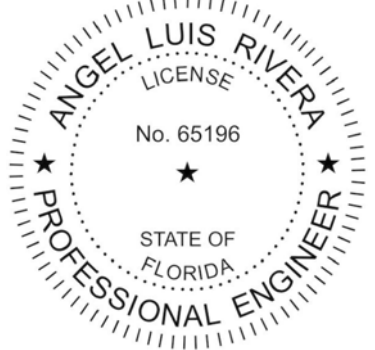
14164 Stilton St
Tampa, FL 33626

Toll free : 844-426-6354
angel@anboompanies.com
www.anboompanies.com

ELECTRONIC SIGNATURE:

Angel L. Rivera, State of Florida,
Professional Engineer, License No.
65196. This item has been
electronically signed and sealed by
Angel L. Rivera on the date indicated
here using a SHA authentication code.
Printed copies of this document are
not considered signed and sealed and
the SHA authentication code must be
verified on any electronic copies.

SEAL:



DATE

ANGEL L. RIVERA, P.E.
LIC. NO. 65196

PROJECT:

PARK DRIVE APARTMENTS
Park Drive
Leesburg, FL

REVISIONS		
NO.	ISSUED	DATE

SCALE:
1" = 50'

DATE:
7/27/23

SHEET TITLE:

SITE PLAN

DWG NO.:

C-2.0

SHEET: 6 OF 25



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

OWNER: PMF Leesburg Michigan, LLC
PETITIONER: Bengé Development
PROJECT: Picciola Project PMF Leesburg
REQUEST: Re-Zoning to SPUD (Small Planned Unit Development)
CASE NO.: SPUD-23-32

THE PLANNING & ZONING DIVISION RECOMMENDS:

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

1. The proposed request as conditioned is compatible with the adjacent future land use designations of City of Leesburg General Commercial and City of Leesburg High Density Residential.
2. The proposed request as conditioned herein is compatible with the current surrounding zoning districts of City of Leesburg PUD (Planned Unit Development), City of Leesburg R-3 High Density Residential, C-1 Neighborhood Commercial, and C-3 Highway Commercial.
3. 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 zoning of the subject property from PUD (Planned Unit Development) to SPUD (Small Planned Unit Development) and forward the recommendation to the City Commission for consideration.

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

DATE: March 23, 2023

OWNER: PMF Leesburg Michigan, LLC

PETITIONER: Bengé Development

PROJECT: Picciola Project PMF Leesburg

REQUEST: Small Scale Comprehensive Plan Amendment to High Density Residential and General Commercial; Zoning to SPUD (Small Planned Unit Development)

CASE NO.: SSCP-23-31; SPUD-23-32

GENERAL LOCATION: South of Park Holland Road and West of Picciola Road.

FUTURE LAND USE DESIGNATION: PUD (Planned Unit Development) and Medium Density Residential (R-2)

SURROUNDING FUTURE LAND USE DESIGNATION:

North – High Density Residential

South – General Commercial; Lake County Residential; Lake County Urban Medium

East – Low Density Residential; High Density Residential

West – General Commercial

PROPOSED FUTURE LAND USE DESIGNATION: High Density Residential and General Commercial

EXISTING ZONING DESIGNATION: PUD (Planned Unit Development) and R-2 Medium Density Residential

SURROUNDING ZONING DESIGNATIONS:

North – Planned Unit Development (PUD)

South – Lake County Rural Residential (R-1)

East – Planned Unit Development (PUD)

West – Highway Commercial (C-3)

PROPOSED ZONING DESIGNATION: SPUD (Small Planned Unit Development)

EXISTING LAND USE: Vacant

SURROUNDING EXISTING LAND USE:

North – Single Family Residential; Vacant Residential

South – Vacant Residential; Commercial

East – Vacant Residential

West – Vacant Commercial; Retail

PROPOSED LAND USE: High Density Residential

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

DATE: March 23, 2023

OWNER: PMF Leesburg Michigan, LLC

PETITIONER: Bengé Development

PROJECT: Picciola Project PMF Leesburg

REQUEST: Small Scale Comprehensive Plan Amendment to High Density Residential and General Commercial; Zoning to SPUD (Small Planned Unit Development)

CASE NO.: SSCP-23-31; SPUD-23-32

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments – As of 3/17/23

FIRE

No comments from Leesburg Fire Department. – Amanda Stevenson, 03/17/2023

ELECTRIC

Leesburg Electric Approves - Easements will be required. – Steve Davis 3/6/23

GAS

Natural gas is available and directed per City Ordinance. – Brandon Smith 3/7/23

GIS

No comments – As of 3/17/23

BUILDING

No comments – As of 3/17/23

PUBLIC WORKS

Public Works has no issues with this item. – Clifford Kelsey 3/6/23

ADDRESSING

No comments – As of 3/17/23

HOUSING & REDEVELOPMENT

No comments – As of 3/17/23

LAKE COUNTY PUBLIC WORKS

No comments – As of 3/17/23

LAKE COUNTY SCHOOLS

February 1, 2023

Mr. Ryan Solstice
LPG Urban and Regional Planners
1162 Camp Avenue
Mount Dora, Florida 32757

RE: Park Drive Apartments – Leesburg
Adequate Public Facilities Determination (LCS APF03-2023)
Alt Keys: 3764773, 1489733, 1654939, 3764889

Dear Mr. Solstice:

The School District has reviewed the above referenced development information proposing 144 multi-family dwelling units on approximately 8 acres. The subject property is located on Michigan Avenue, on the east side of Picciola Road, south of Park Holland Road.

The proposed development has the potential to generate approximately ninety three (93) students for the Lake County School system. Based on current school attendance zones, the schools impacted by the proposed residential project and their projected capacities are as follows:

- | | |
|---|----------------------|
| • Beverly Shores Elementary School | 108% Capacity |
| • Carver Middle School | 76% Capacity |
| • Leesburg High School | 85% Capacity |

Currently, the district's Five-Year Capital Plan does include funding in the first two years of the plan for Beverly Shores Elementary modernization and a replacement school for Fruitland Park Elementary. These projects will provide some relief at the elementary school level. The District is aware of the residential growth in the Leesburg area and will continue to monitor the residential development to determine the need and timing of capacity relief projects in the future.

Please be advised that the information contained in this letter does not constitute school concurrency review. The capacities referenced above do not include current valid capacity reservations. Proportionate share mitigation may be required at time of school concurrency review.

Should you have any questions or need additional information please contact me at (352) 253-6694 or by email at lavalleyh@lake.k12.fl.us.

Sincerely,



Helen LaValley
Growth Planning Department

PUBLIC RESPONSES

Approval

1 – Phil C. Smith

Disapproval

1 – Janice S. Adkinson (with comments)

Comment Options

Picciola Project

PMF Leesburg

Case # SSCP-23-31;SPUD 2332

Submitted by Janice Adkinson

March 17, 2023

1. The Picciola Rd. (ST466A) and U.S. HWY 441/27 intersection is dangerous and awkward to navigate. My home sits on Michigan Ave. that is part of the above mentioned intersection. My family has owned this property for nearly eighty years. The three newer subdivisions on Park Holland Rd. have substantially increased the number of cars, pedestrians many with small children and strollers as well as children getting on and off school busses. The businesses have increased as the need for services has increased; increasing more need for walkability access to businesses. The Covid pandemic impacted the economy and the way people live, now people are walking more perhaps to save on gas or cars in general or lack of a car. The ABC and convenience store use the Michigan Ave to enter Picciola Rd. People also use the convenient store parking lot to enter Picciola Rd. It can be very congested and people wait through several lights to get out to Picciola Rd and then to US 441/27.

2. The Gopher Tortoise has been designated as a "Threatening Species" in Florida. It is the only tortoise naturally found east of the Mississippi River. They live in ground burrows and serve as a refuge *other* species. A number of species use the burrows for homes include "Burrowing Owls" State designated as "Threatened", "Florida Mice" are considered "Vulnerable", "Indigo Snakes" are Federal and State classified as "Threatened", "Rabbits", "Gopher. Frogs" are "Vulnerable", various invertebrates. All of the animals listed are "Native" to Florida." (www.myfwc.com). There has been a colony of Gopher Tortoises burrowing on the property listed above for over 60 years. I have been told that there are currently 40-50 active Gopher Tortoise burrow openings located at the eastern end of this property. Please investigate this situation due to the serious impact to numerous animals, many that are "Threatened" or "Vulnerable".

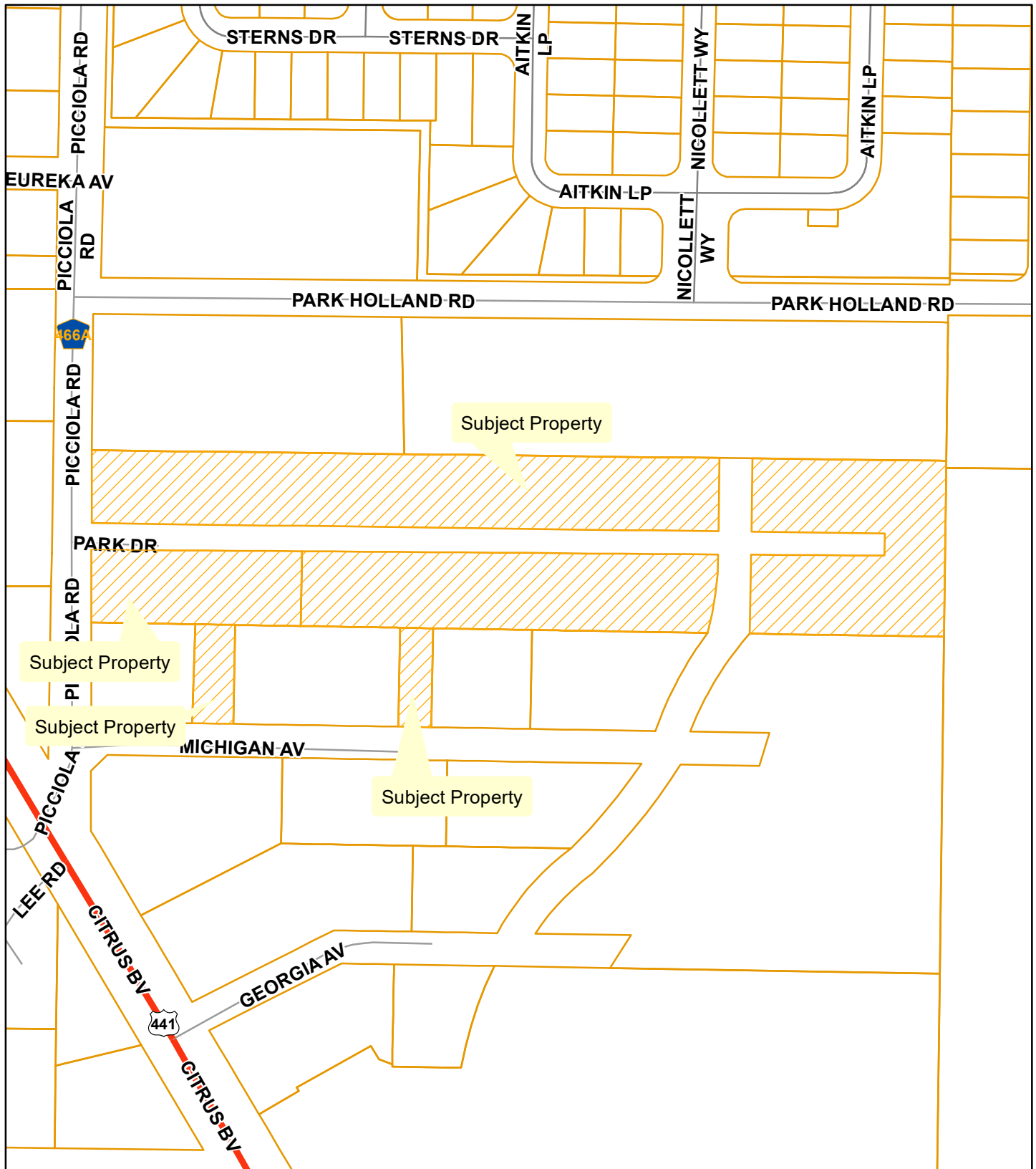
No comment

Notice of Appearance filed:

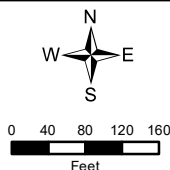
PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Locator

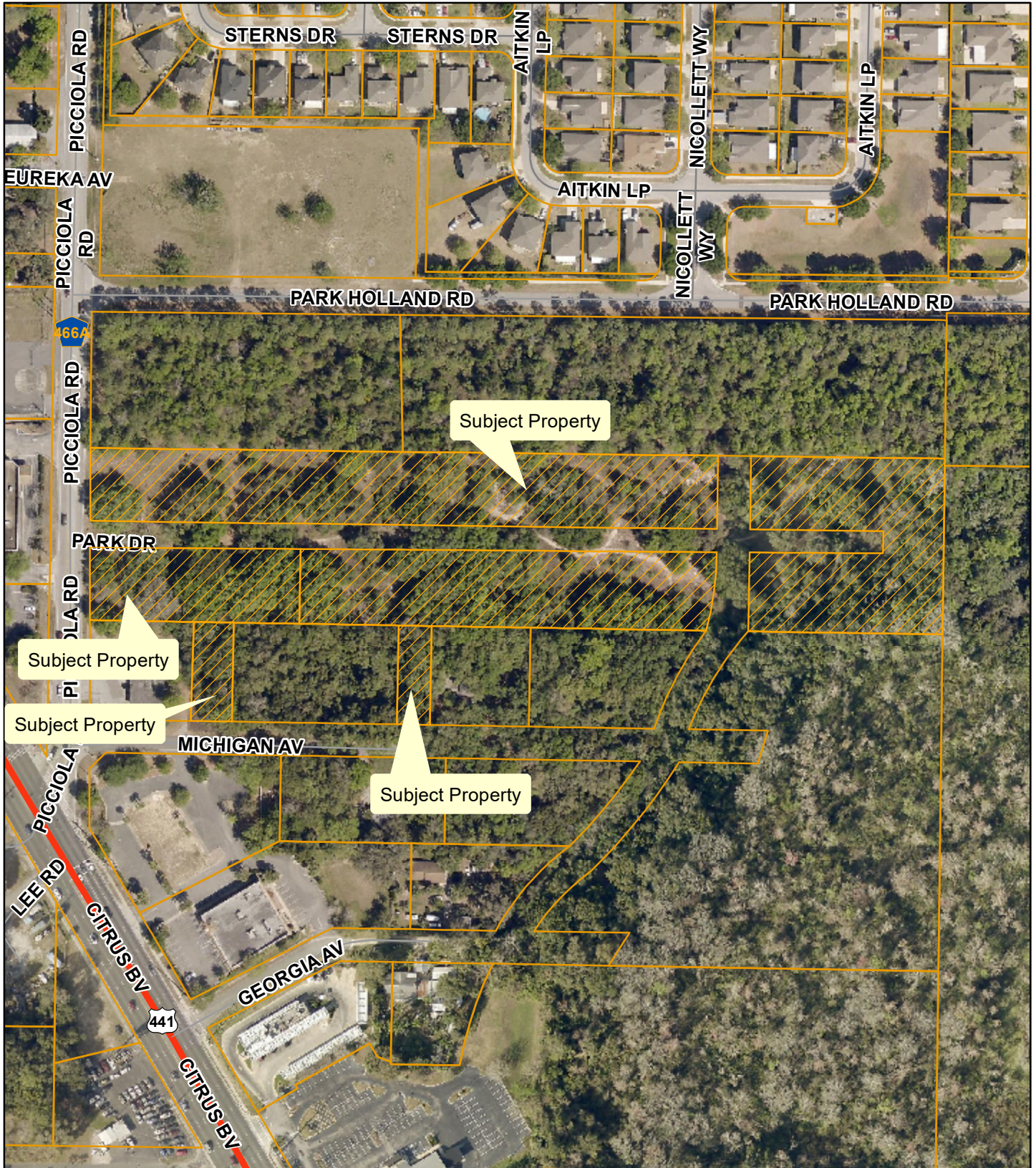


**Planning
& Zoning
Division**

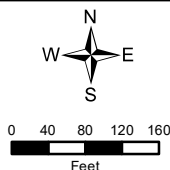


Picciola Project PMF Leesburg
SSCP-23-31; SPUD-23-32
Alternate Keys: 3764773, 1489733, 1654939, 3764889
Section 15, Township, 19 South, 24 East
March 1, 2023

Aerial

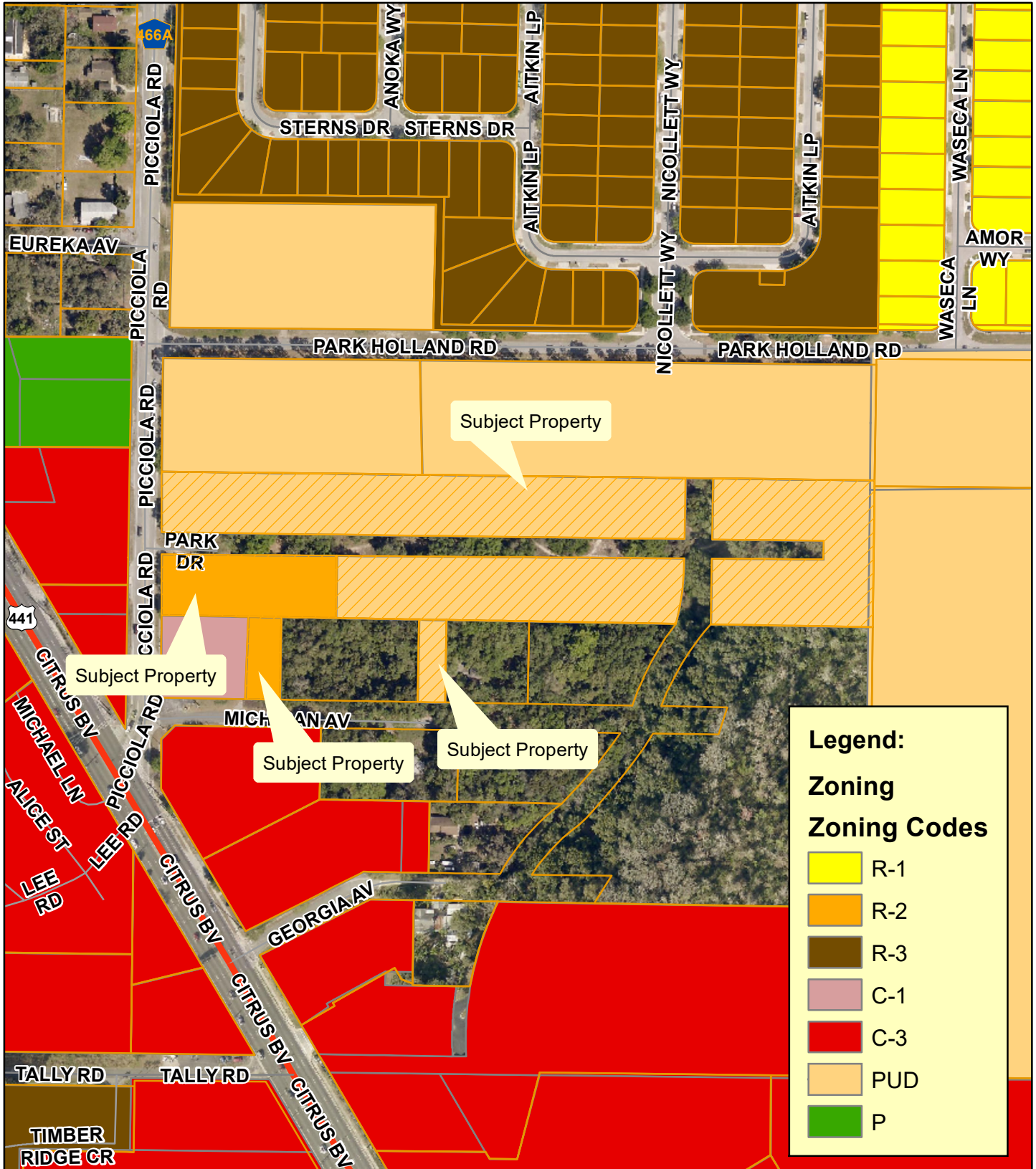


**Planning
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Division**

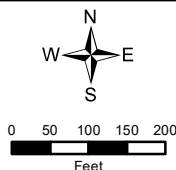


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Zoning



**Planning
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Division**

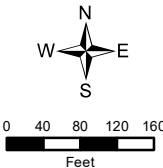


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Proposed Zoning



**Planning
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Division**

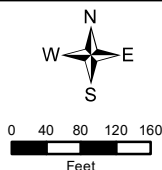


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SSCP-23-31; SPUD-23-32
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Section 15, Township, 19 South, 24 East
March 1, 2023

Surrounding Land Uses

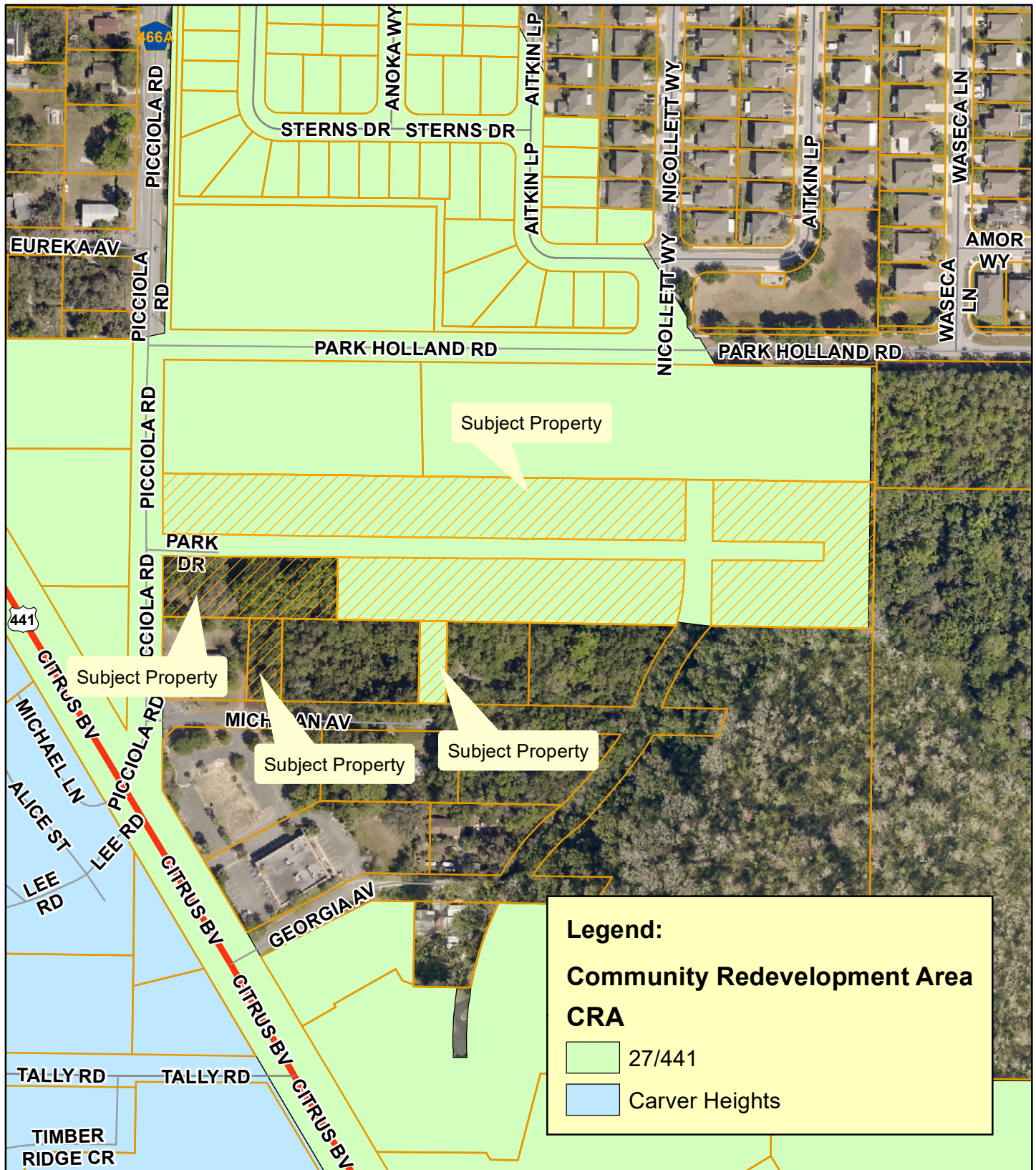


**Planning
& Zoning
Division**

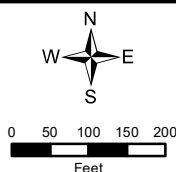


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March 1, 2023

Community Redevelopment Area

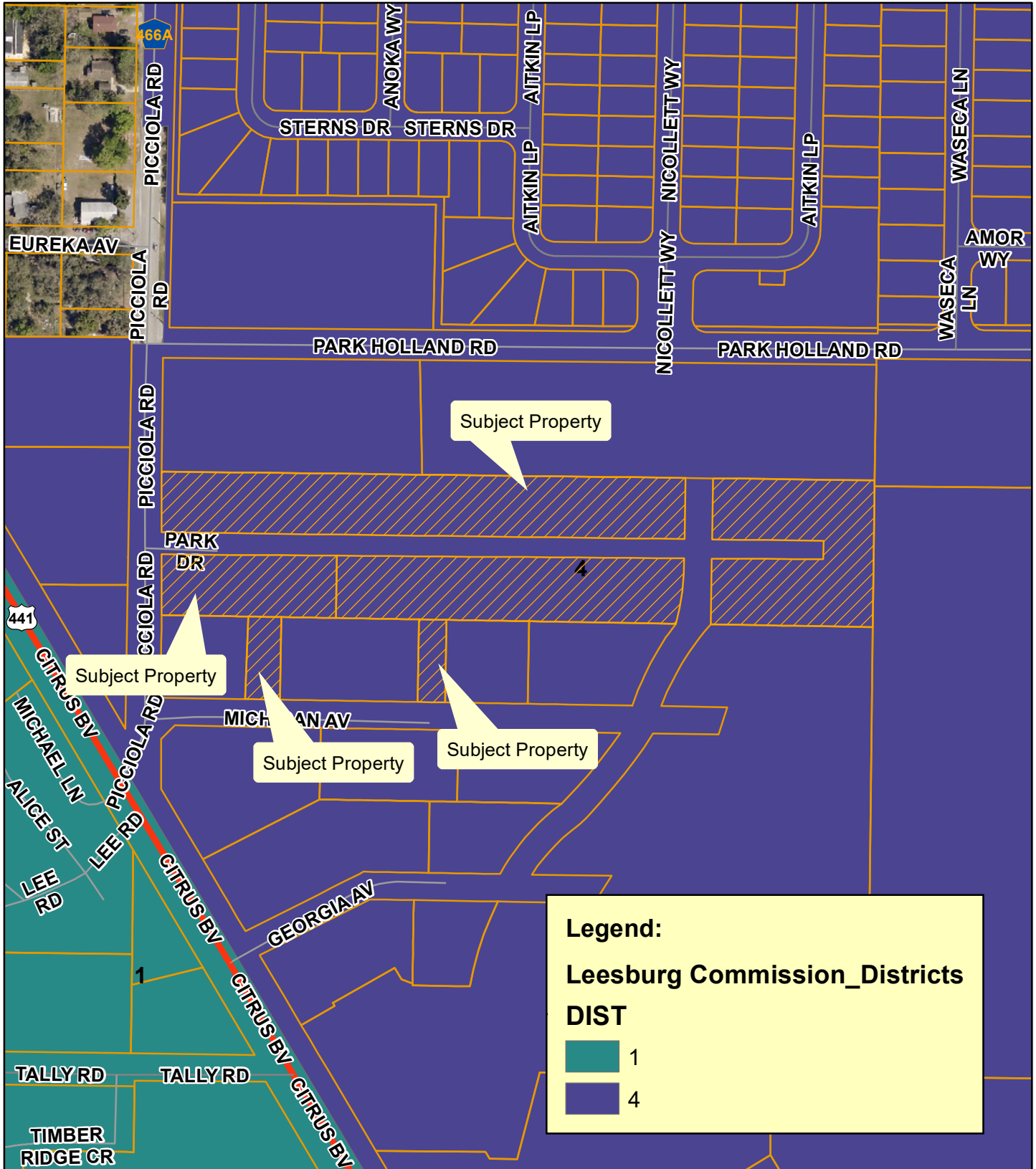


**Planning
& Zoning
Division**

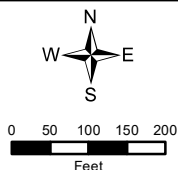


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March 1, 2023

Commission Districts



**Planning
& Zoning
Division**



Picciola Project PMF Leesburg
 SSCP-23-31; SPUD-23-32
 Alternate Keys: 3764773, 1489733, 1654939, 3764889
 Section 15, Township, 19 South, 24 East
 March 1, 2023



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY HALL
THURSDAY, MARCH 23RD, 2023 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, March 23rd, 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
Stewart Kaplan
Nathaniel Sanders

The following Commission members were absent:

Frazier Marshall
Ze’Shieca Carter
Ken Simeone
Rosalind Peebles-Johnson

City staff in attendance included Dan Miller, Planning & Zoning Director, Sabrina Mitchell, Administrative Assistant II, Dianne Yekel, Senior Planner, Kandi Harper, 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, FEBRUARY 23RD, 2023.

Vice-Chairman Bowersox moved to APPROVE the draft minutes from the FEBRUARY 23RD, 2023 meeting. Commissioner Sanders SECONDED the motion, which PASSED by a vote of 5-0.

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

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

NEW BUSINESS

1) PUBLIC HEARING CASE # SSCP-22-585 – SUNDANCE COMMERCIAL AND INDUSTRIAL – 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 33.45 +/- ACRES FROM LAKE COUNTY REGIONAL OFFICE TO CITY OF LEESBURG INDUSTRIAL FOR A MIXED-USE DEVELOPMENT ON A PROPERTY GENERALLY LOCATED SOUTH OF COUNTY ROAD 48 AND WEST OF HAYWOOD WORM FARM ROAD, AS LEGALLY DESCRIBED IN SECTIONS 14 AND 15, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, APRIL 10TH, 2023 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, JUNE 12TH, 2023) (Sundance Commercial and Industrial) (POSTPONED AT APPLICANT'S REQUEST FROM THE FEBRUARY 23RD, 2023 PLANNING COMMISSION REGULAR MEETING)**

Dan Miller requested to discuss the next two cases together and vote on each case separately.

Dan Miller introduced case number #SSCP-22-585 – Sundance Commercial and Industrial – Small Scale Comprehensive Plan Amendment and case number #PUD-22-586 Planned Unit Development into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

Mr. Miller gave a background and explanation of the subject property, location, zoning, requests, went over aerial map, conceptual architectural samples Exhibit D, and PUD (Planned Unit Development).

Max Van Allen 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, Lake County Public Works, and the School Board there were no substantive comments from the City departments. Lake County Public Works did note the need for turn lanes on CR 48, plus a right turn lane on Haywood Worm Farm Road and additional right of way for the proposed future Central Lake Trail, as well as for the possibility of the widening of CR 48 which rolls into 470. Public responses – we did not receive any major comments from the City of Leesburg notice requirements. Staff did receive two written responses for approval, we didn't receive any recommendations for denial in response to the posted signs and newspaper.

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

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

Dwight Sadoff with Project Finance & Development at 7575 Dr. Phillips Blvd. Suite 165 Orlando, Florida 32819 stated the primary reason to come to the City; utilities, 33 acres, no wetlands, no endangered species, flat, used for cattle, uses seeking; very consistent, frontage on CR 48; removed any reference industrial uses, permitted/conditional uses; City Code, not seeking to have use in plan, fronts on two roads, different; County did not want access on CR 48; County permission, uses stated very specifically; concept plan, Exhibit C, few things in conditions of approval; carryovers from prior plan, hopefully, Dan Miller will clean up before City Commission; uses; slightly misstated; conditions, specific; concept plan, design standards, material; applicable to residential development, not applicable to our plan; commercial/industrial development, going smoothly, very high on the area, intensity of people, went over PUD standards with Dan Miller to make changes; (5A) elevations applicable to SF units; (B1), Dan Miller stated and read into the record (7C) the elevations of SF should be taken out, plan; open space 35% minimum, Code 30%, match Code; Dan Miller replied change in Code; our City Commission requires every PUD; 35%, about two years ago started wanting increases on that; in order to move forward, very particular worded permitted uses; stick with what proposed, consistent with what we discussed; Dan Miller replied allowing industrial uses; 6.5 acres; define industrial uses; Dwight Sadoff stated we just referenced the Code, M1 permitted uses, not M1 conditional; Dan Miller stated think we can make that work if the Commission will allow me to work with the applicants on that, make sure nothing nauseous; don't see a problem with his request, request permission from Commission, clarification; about conditional uses/permitted in the industrial; applicant is correct, happy to work with applicant to make change; before City Commission, Dwight Sadoff stated on the concept plan; walls on the east/west side wall or 6' opeg security fence, Staff report; provides/allows for fence on east and wall on the west side.

Dan Miller replied it was intended to be a wall on west and fence on east; Dwight Sadoff stated the difference in cost; wall/fence, substantial cost difference; value of brick or block wall; fence, both provide opeg barrier; Dan Miller replied can work with that if 25' buffer remains on west side, fence responsibility of POA if Commission agrees; Dwight Sadoff stated (7A.3); gated; depends on use; don't want to say shall be gated.

Dan Miller replied it depends on the use we are alright with that on Haywood Worm Farm, if use requires a gate; will need to put one up, may be gated, fine with Staff; Dwight Sadoff stated he has question on paragraph (6C), reference to upland buffer; section landscaping/buffer requirements, section (11E); wetlands, flood zones, and wildlife, upland buffer; paragraph dealing with landscape/buffer requirements, not required to put in walkway, buffer; Dan Miller replied allowed in upper buffers but limited to, but not required; Dwight Sadoff read condition into record; Dan Miller replied if you wanted to put a hiking trail; thanks the applicant.

Commissioners, and Mr. Miller discussed PUD conditions are written as they should be, so if we have anything to clean up; let's move forward, architectural standards; originally architectural presented were metal buildings; added some architectural standards; Dan Miller went over façade samples; conceptual; Exhibit D; language in PUD; Staff can work with applicant on architectural designs, something that looks good, these are examples; not locked in, read standards; looks like a residential standard, how they work, non-predominance of metal, stucco, 50:50, some angles; doesn't just stand out as a metal building; Dan Miller requested permission to work the applicants on the changes; Commission agreed.

Chairman Sennett stated if the Commission have any questions of the applicant or if anyone in the audience would like to speak on this case.

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

Commissioner Sanders made a MOTION for APPROVAL of case # SSCP-22-585 – SUNDANCE COMMERCIAL AND INDUSTRIAL – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT Commissioner Kaplan SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 5-0 .

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

2) PUBLIC HEARING CASE # PUD-22-586 – SUNDANCE COMMERCIAL AND INDUSTRIAL – PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 33.45 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO THE CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR A MIXED-USE DEVELOPMENT, FOR A PROPERTY GENERALLY LOCATED SOUTH OF COUNTY ROAD 48 AND WEST OF HAYWOOD WORM FARM ROAD, AS LEGALLY DESCRIBED IN SECTIONS 14 AND 15, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, APRIL 10TH, 2023 AND SECOND READING TENTATIVELY**

SCHEDULED FOR MONDAY, JUNE 12TH, 2023) (Sundance Commercial and Industrial) **(POSTPONED AT APPLICANT'S REQUEST FROM THE FEBRUARY 23RD, 2023 PLANNING COMMISSION REGULAR MEETING)**

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

Commissioner Kaplan made a MOTION for APPROVAL of case # PUD-22-586 – SUNDANCE COMMERCIAL AND INDUSTRIAL – PLANNED UNIT DEVELOPMENT with the changes Vice-Chairman Bowersox SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 5-0.

Tim Sennett, Chairman

Sabrina Mitchell, Administrative Assistant II

Picciola Project PMF Leesburg



Looking east into the subject property



Looking south on Picciola Road



Looking west on Picciola Road



Looking north on Picciola Road



A little further up, looking east into the subject property on Picciola Road



Looking south on Picciola Rd



Looking west on Picciola Road



Looking north on Picciola Road

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.1.

Meeting Date: September 25, 2023

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, correcting a scrivener's error on Ordinance 22-17, Hills at Leesburg; pertaining to side setbacks, and adding a requirement for gutters; for a property consisting of approximately 41.69 acres; and being generally located east of County Road 44 and north of Seng Road, as legally described in Section 01, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Hills at Leesburg PUD scriveners)

Staff Recommendation:

Staff recommends approval of the request to correct a scrivener's error on the Hills at Leesburg, PUD 22-17.

Analysis:

In preparing to close a deal on the purchase of the subject property and subsequently submit a plan for development, the applicant advised staff that the side setbacks were agreed at public hearings to be five feet instead of the 7.5 feet, as shown in the PUD zoning under Ordinance 22-17. Staff did review the minutes of the meetings, and found this correction request to be accurate and necessary. Staff has therefore amended the PUD to reflect the requested change as previously approved, and based on other recent zoning case requirements, added a requirement for gutters on lots with side setbacks of less than 7.5 feet in width, to ensure appropriate drainage of individual lots. All other requirements of the PUD remain unchanged.

Procurement Analysis:

N/A

Options:

1. Approve the request to correct the scrivener's error; or
2. Other action as the Commission may deem appropriate.

Fiscal Impact:

There is no fiscal impact anticipated from this request.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CORRECTING A SCRIVENER'S ERROR ON ORDINANCE 22-17, HILLS AT LEESBURG; PERTAINING TO SIDE SETBACKS, AND ADDING A REQUIREMENT FOR GUTTERS; FOR A PROPERTY CONSISTING OF APPROXIMATELY 41.69 ACRES; AND BEING GENERALLY LOCATED EAST OF COUNTY ROAD 44 AND NORTH OF SENG ROAD, AS LEGALLY DESCRIBED IN SECTION 01, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (HILLS AT LEESBURG PUD SCRIVENERS)

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

Section 1.

Based upon the petition of Mr. Geoff L. Summit, (G.L. Summitt Engineering, 3667 Simonton Place, Lake Mary, Florida 32746) the petitioner of the property hereinafter described, for the property known as The Hills at Leesburg subdivision, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, under Ordinance 22-17, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, the language within said ordinance is hereby amended to allow for revised side setbacks and gutters, to-wit:

Section 4.D.1.f. is hereby revised to read:

f. Minimum building setbacks;

Front: 25 feet

Porch/Garage - 20 feet (porch must be a minimum width of 6 feet)

Rear - 18 feet

Side - ~~7.5~~ 5 feet

Corner Side - 15 feet

AND:

Section 4.D.2.a is hereby revised to read:

Minimum distance between structures shall be ~~fifteen (15)~~ ten (10) feet; measured from building wall to building wall, and the roof overhang shall not exceed forty (40) percent of the distance between the building wall and the property line. All residential structures having a side setback of less than 7.5 feet shall have gutters installed on the sides of the structure in a manner to direct stormwater away from the foundation of the structure and into the appropriate drainage/retention conveyance as shown on the approved site and construction plans for each lot on the plan.

Section 2.

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

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

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

(note: underline = new text; ~~strikethrough~~ = deleted text)

THE HILLS AT LEESBURG
PUD (PLANNED UNIT DEVELOPMENT CONDITIONS)
February 14, 2022

These Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district are granted by the City of Leesburg Planning Commission, Lake County, Florida to **The Hills at Leesburg, (Keith A. & Fay E. Jenkins) 37515 Felkins Road, Leesburg, Florida, 34788 “Permittee” (G & L Summitt Engineering, Inc, 3667 Simonton Place, Lake Mary, Florida, 32746 - Agent)** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 “Zoning”, Section 25-278 “Planned Unit Development” of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed residential development consisting of a maximum of 118 single family residential units on approximately 42 acres, generally located west of County Road 44 and north of Seng Road, on a site within the City of Leesburg in accordance with their PUD application and supplemental information.

PURPOSE

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

CONDITIONS

The following conditions shall apply to the development proposed herein. If any instance where the conditions of this document may conflict with the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. **PERMISSION** is hereby granted to **The Hills at Leesburg, (Keith A. & Fay E. Jenkins) 37515 Felkins Road, Leesburg, Florida, 34788 “Permittee” (G & L Summitt Engineering, Inc, 3667 Simonton Place, Lake Mary, Florida, 32746 - Agent)** to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.
2. **LEGAL DESCRIPTION**
See attached **Exhibit B, Legal Description**.

3. LAND USE

The above-described property, containing approximately 42 acres, shall be used for platted single-family residential development, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

1. Detached single family residential units
2. Accessory structures for residential uses
3. Sales office in a single-family unit
4. Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar
5. Temporary modular sales center office (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

B. Prohibited Uses

1. Townhouses
2. Multi-family units (Apartments)
3. Commercial uses (as a primary use)
4. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

4. DEVELOPMENT STANDARDS

A. The project shall contain a maximum of 118 single family residential units, at a gross density not to exceed 2.83 units per acre on the approximately 42-acre site, as shown on **Exhibit C, Conceptual Development Plan**.

B. A mix of lot sizes is permitted as long as all lots are equal to or larger than the required minimums.

C. Along each street, homes with the same architectural design shall not be immediately adjacent (side by side) or directly across from a lot with the same design. Facades may be varied to meet this requirement. The maximum impervious surface for the project shall be 70%. Community and private swimming pools shall not count toward the impervious surface calculation.

D. The minimum lot development standards shall be:

1. For all lots:

- a. Minimum house size: 1,800 square feet.
- b. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
- c. Minimum lot size shall be 6000 square feet.
- d. Minimum width 50 feet
- e. Minimum depth 120 feet

- f. Minimum building setbacks:
 Front – 25 feet;
 Porch/Garage – 20 feet (porch must be a minimum width of 6 feet).
 Rear – 18 feet;
 Side – ~~7.5 feet~~; 5 feet
 Corner Side – 15 feet.

2. For all structures:

- a. Each residential structure shall have a minimum two car garage.
- b. Minimum distance between structures shall be ~~fifteen (15)~~ ten (10) feet; measured from building wall to building wall, and the roof overhang shall not exceed forty (40) percent of the distance between the building wall and the property line. All residential structures having a side setback of less than 7.5 feet shall have gutters installed on the sides of the structure in a manner to direct stormwater away from the foundation of the structure and into the appropriate drainage/retention conveyance as shown on the approved site and construction plans for each lot on the plan.
- c. Maximum building height: two (2) stories or 35 feet.
- d. Accessory structures shall have a minimum rear and side setback of 5 feet and single accessory structures that are not attached to the principal structure shall not occupy more than 30 percent of the required rear yard.
- e. Attached screened enclosures (no solid roof) must maintain a minimum setback of five (5) feet from the side and rear property line. Attached swimming pool screened enclosure shall also maintain a minimum setback of five (5) feet from the side or rear property lines.
- f. Solid roof structures attached to the residence must meet the required rear setback as noted under “Minimum building setbacks.”
- g. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions set forth herein.

5. **DESIGN/ARCHITECTURAL STANDARDS**

- A. All buildings shall utilize at least three of the following design features to provide visual relief along all elevations of the single-family units. Designs may vary throughout the development.
 - 1. Dormers
 - 2. Gables
 - 3. Recessed or raised entries
 - 4. Covered porch entries
 - 5. Cupolas
 - 6. Pillars or decorative posts
 - 7. Bay window (minimum 12-inch projections)
 - 8. Eaves (minimum 6-inch projections)
 - 9. Front windows with arched glass tops and minimum 4-inch trim.
 - 10. Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.

11. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
 12. Stone accents
 13. Shutters
 14. Board and batten siding
 15. Hardy board siding
 16. Raised banding
 17. Craftsman style garage doors
- B. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
1. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
 3. All textured stucco shall be permitted subject to the provision of at least five (5) unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco.
 4. For all designs, architectural facades and features shall be submitted and reviewed by the Planning and Zoning Manager or designee for compliance prior at time of site plan review.
- C. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Manager or designee.
- D. The architectural styles and facades shown in **Exhibit D, Building Elevations** herein are considered to meet the requirements of this section.
- E. The Permittee shall utilize “Dark Sky” lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties.

6. LANDSCAPING & BUFFER REQUIREMENTS

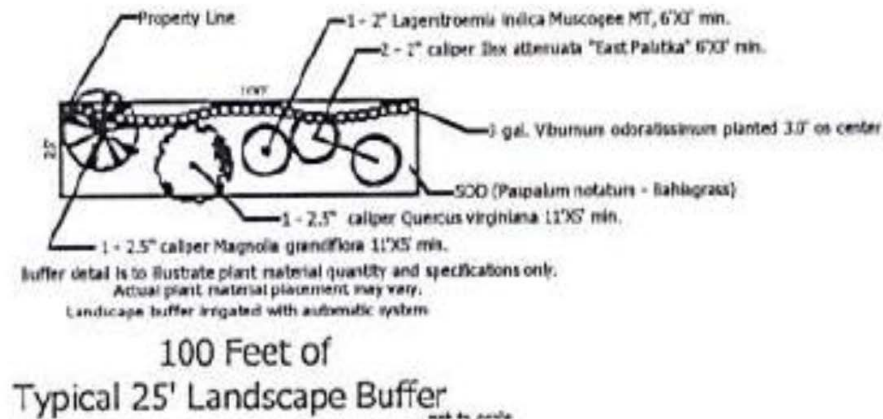
- A. A minimum twenty-five (25) foot buffer tract with plantings as shown in Figure A below, shall be provided along the entire boundary of the property. This landscape buffer shall be separate from all other platted lots, shall not be part of individually platted lots, and shall be a common area to be maintained by an entity such as a Property Owners or Homeowners Association.

- B. Each platted single-family residential lot of record shall contain a minimum of one canopy tree, located within in the front yard, and selected from the list of trees within the City of Leesburg Code of Ordinances, *Section 25-328 Table 1, Canopy Trees*. All other requirements for tree planting based on lot size shall remain in effect.
- C. A spilt-rail fence, of either wood or vinyl construction, shall be installed around the entire perimeter of the property. This fence shall be installed at a minimum height of four (4) feet. Said fence shall be maintained by the Property Owners or Homeowners Association. A solid six-foot fence shall be allowed as an option to the split-rail fence.
- D. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.
- E. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below.

Figure A

Canopy Trees (per 100 l.f.)	2 per 100 linear ft
Tree CAL/Height	2" cal, 12' overall height
Optional Ornamental Trees (per 100 l.f.)	3 per 100 linear ft
Tree CAL/Height	2" cal, 7' overall height
Shrub Screen (per 100 l.f.)	
Square Ft. of Shrubs	(33) 3 gal plants, 18"—24" minimum at installation (depending on species); hedges to be 36"—42" high by thirty-six (36) inches wide hedge or continuous landscape screen with a ninety (90) percent opacity within one (1) year of planting
Container size	3 gal

Figure B



F. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Manager or designee, as long as the intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.

- G. The surveying of trees on the property shall be conducted as follows:
1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
 2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
 3. The tree survey shall be completed by a licensed surveyor.

7. SITE ACCESS AND SIGNAGE

- A. The main vehicular access to the project site shall have at least one access point on County Road 44, as prescribed by Lake County Public Works, and shown on the Master Development Plan on Exhibit C, as amended. All access points are conceptual and subject to Lake County approval. Actual location and design of all roads shall be determined during the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject site plan application review process.
- B. The main access point on County Road 44 shall be constructed in a "boulevard-type" roadway, having a landscaped medial area of at least eight (8) feet in width, and designed to allow emergency access vehicles room to maneuver. This entrance shall be reviewed and adjusted by staff as needed at the Site Plan and Construction Plan review.

1. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be approved by Lake County Public Works.
 2. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
 3. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.
- C. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.
- D. Each required access point shall provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height, on each side of the entryway. This may be used for signage per City of Leesburg Code of Ordinances, as amended.
- E. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Planning and Zoning Manager or designee, where the architectural style would be in keeping with the intent of these sign regulations.

8. TRANSPORTATION IMPROVEMENTS

- A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of required sidewalks, recreation paths etc.
- B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, including any off-site improvements required by Lake County, the Lake-Sumter MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee.
- C. The Permittee shall provide necessary traffic improvements within and adjacent to the development as required by Lake County, the Lake-Sumter MPO and City of Leesburg.
- D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.

- E. The Permittee shall be responsible for obtaining all necessary Lake County permits and a copy of all permits shall be provided to the City of Leesburg.
- F. The City of Leesburg will not be responsible for the maintenance or repair of any of the roads or transportation improvements.
- G. All roads within the development shall be constructed to meet the City of Leesburg's standards, ARTICLE VII – TECHNICAL STANDARDS, as amended.
 - 1. Should the Permittee (or designee) desire to dedicate the proposed project's internal road system to the City of Leesburg; the Permittee shall demonstrate to the satisfaction of the City of Leesburg that the road system is in suitable condition and meets all City road design requirements.
 - 2. Should the Permittee (or designee) choose to retain the roadways, the Permittee shall establish an appropriate legal entity that shall accept responsibility to pay the cost and perform all services required to maintain the roads and transportation improvements to City of Leesburg codes and standards, as amended. A Homeowners or Property Owners Association, or other such legal entity will be considered acceptable.
- H. Sidewalks shall be provided on both sides of the entrance road(s) and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain sidewalks on both sides of each street. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

9. UTILITIES

Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
- B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new home projects in the city., including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.

- C. Developer shall be responsible for the installation of a natural gas water heater and natural gas furnace in eighty percent (80%) of all homes in the development as required by the City of Leesburg Code of Ordinances as amended.
- D. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

10. STORMWATER/DRAINAGE MANAGEMENT

All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's or property owners association is an acceptable maintenance entity.
- D. The existing 100-year flood plain shown shall be shown on all plans and lots.
- E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.
- G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.
 - 1. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.

2. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

11. WETLANDS, FLOOD ZONES & WILDLIFE

- A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.
- B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.
- C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.
- D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.
- E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.
- F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.
- G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.
- H. A map indicating the location of the 100-year flood plain.

- I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USEAGE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

13. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall consist of not less than 0.55 acres, or 200 square feet per unit.
- B. Recreational requirements shall include at least one primary active recreation area. Recreation areas may include such uses as a children's playground with equipment, dog park area or gazebo, swimming pool, clubhouse or other amenities as reviewed and approved by staff. The primary recreational facility shall be constructed in conjunction with and completed no later than the completion of 50% of the approved number of residential units.
- C. Credit for recreational space shall be given for areas dedicated to recreational space, to include items such as a clubhouse with recreation room, swimming pool, outdoor cooking facilities such as grills, youth playgrounds, play courts, dog parks or other similar uses which will meet the intent of this document. Other similar uses which will meet the intent of this document may be supplied by the developer.
- D. Active recreational activity space shall be calculated at a rate of 1.25 times for activities such as, but not limited to:
 - 1. Trails, playgrounds, basketball, tennis, handball courts, etc.
 - 2. Community swimming pool, including the deck area surrounding such pools.
 - 3. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreational purposes.
 - 4. Other active recreational activities may be used for credit, subject to approval by the City of Leesburg.

14. MAINTENANCE

- A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A homeowner's association shall serve as an appropriate entity for all common properties within the development.

15. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. Implementation of the project shall substantially commence one-hundred twenty (120) months of approval of this Planned Development. In the event, the conditions of the PUD have not been substantially implemented during the required time period, the City of Leesburg shall have the option of scheduling the PUD, with due notice to the owner and surrounding property owners, for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to another appropriate zoning classification.
- C. As part of the overall development process, if the project is constructed in phases, then plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

16. MISCELLANEOUS CONDITIONS

- 1. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in this PUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or

lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.

- E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

17. LEVELS OF SERVICE

A. Levels of Service

- 1. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid waste. No final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1. Projected Capacities

- i. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

- C. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

D. Commitment of Capacity

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

E. Ability to Provide Services

- 1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
- 2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

EXHIBIT B

The Hills at Leesburg

LEGAL DESCRIPTION***LEGAL DESCRIPTION***

Description (per Title Commitment):

Parcel 1

Lots 3 and 4, Block 16, Lots 1, 2, 3 and 4, Block 17 and Lots 11 and 12, Block 18, Revised and Corrected Plat of Re-Subdivision of Subdivision of Silver Lake Estates, according to the plat thereof, as recorded in Plat Book 10, Page 66, Public Records of Lake County, Florida. TOGETHER WITH that portion of vacated Hill Road, Walker Road, Tuller Road and Seng Road as more particularly described in that certain Corrected Resolution No. 2006-27 recorded October 17, 2008, in Official Records Book 3691, Page 233, Public Records of Lake County, Florida.

AND

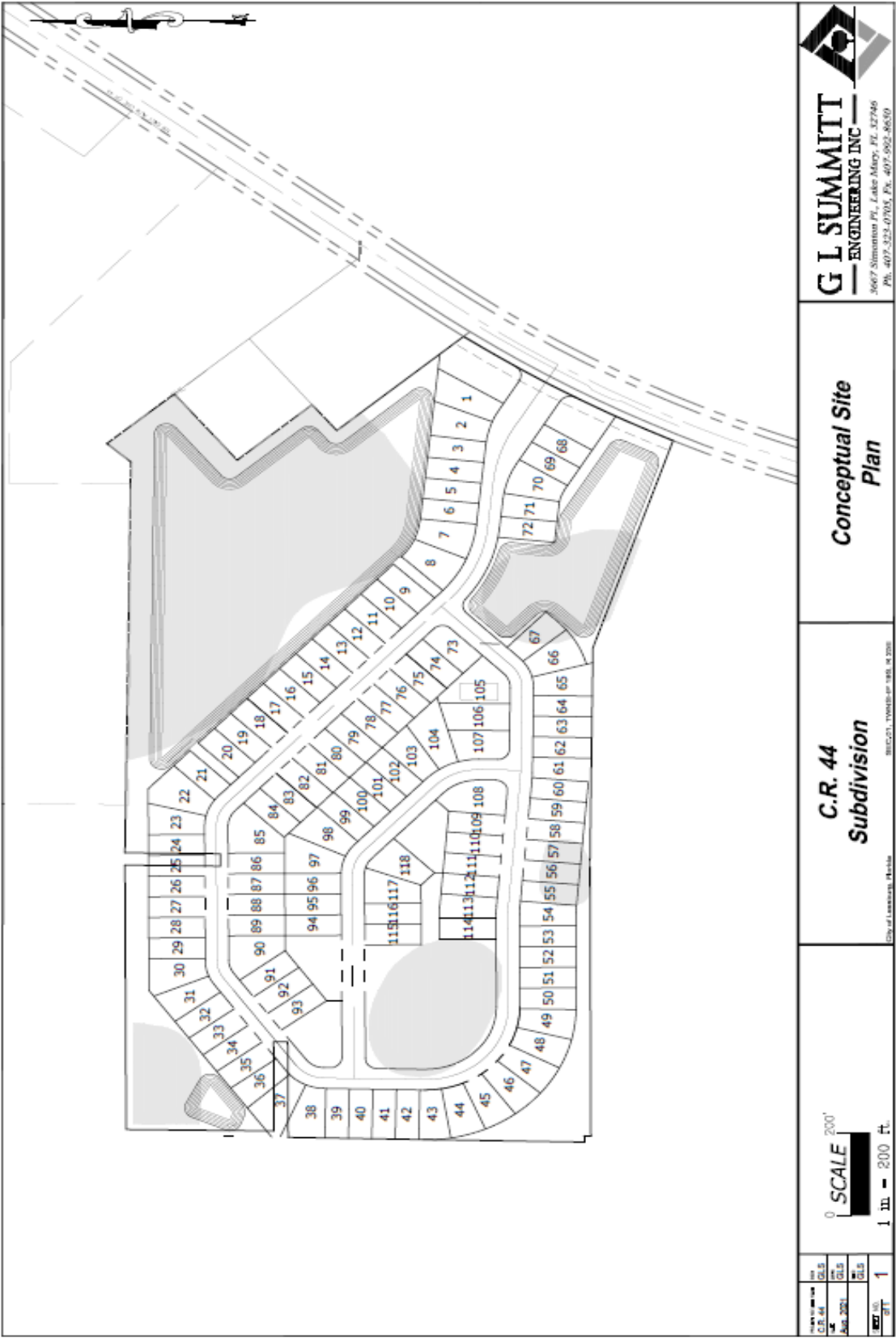
Parcel 2

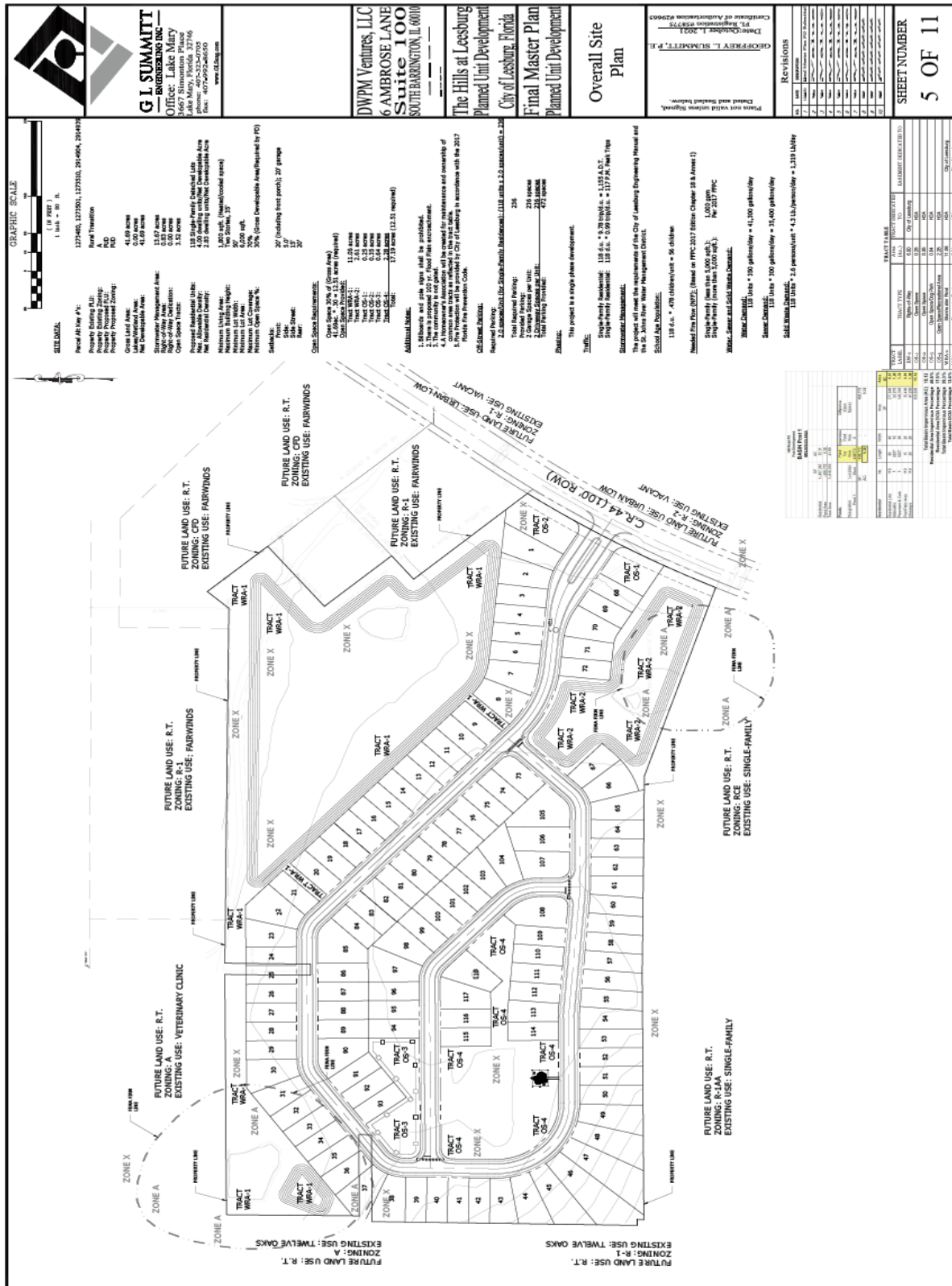
Lot 6 and that part of Lot 7, Block 18, Revised and Corrected Plat of the Re-Subdivision of Subdivision of Silver Lake Estates, according to the plat thereof, as recorded in Plat Book 10, Page 66, Public Records of Lake County, Florida, described as follows: Begin at the Northeasterly corner of Lot 7, Block 18, run North 89 degrees 59 minutes 02 seconds West 600.13 feet; thence run South 71 degrees 56 minutes 19 seconds East 545.67 feet to the Westerly line of State Road 44, said point being on a curve concave Easterly and having a radius of 2910.01 feet and a radial bearing of North 66 degrees 08 minutes 38 seconds West; thence run Northeasterly along the arc of said curve through a central angle of 03 degrees 41 minutes 37 seconds, a distance of 187.60 feet to the Point of Beginning. LESS AND EXCEPT that portion of Lots 6 and 7, Block 18, lying within 50 feet of the centerline of County Road 44, as conveyed to Lake County, Florida, in that certain Statutory Warranty Deed recorded March 27, 1996, in Official Records Book 1425, Page 2224, Public Records of Lake County, Florida.

AND

Parcel 3

Lots 4, 5 and 10, Block 18, Revised and Corrected Plat of the Re-Subdivision of the Subdivision of Silver Lake Estates, according to the plat thereof, as recorded in Plat Book 10, Page 66, Public Records of Lake County, Florida, LESS that part of Lot 4, Block 18, bounded and described as follows: Begin at the Eastern most corner of said Lot 4, Block 18, run thence North 43 degrees 30 minutes West, 300 feet along the Northeast line of said Lot 4; thence South 46 degrees 30 minutes West 290 feet; thence South 43 degrees 30 minutes East, 372 feet to the Northwest right of way line of State Road No. 44; thence Northeasterly 298 feet, more or less, along the said line to the Point of Beginning; AND LESS, from the Northeasterly corner of said Lot 4, run North 43 degrees 30 minutes West, along the Northeasterly line of said Lot 4, a distance of 300 feet to the Point of Beginning; thence continue North 43 degrees 30 minutes West along said Northeasterly line 208.72 feet; thence South 46 degrees 30 minutes West 208.72 feet; thence South 43 degrees 30 minutes East 208.72 feet; thence North 46 degrees 30 minutes East, 208.72 feet to the Point of Beginning. LESS AND EXCEPT that portion of Lot 5, Block 18, lying within 50 feet of the centerline of County Road 44, as conveyed to Lake County, Florida, in that certain Statutory Warranty Deed recorded March 27, 1996, in Official Records Book 1425, Page 2227, Public Records of Lake County, Florida.







Canary 'A' Front Elevation
N.T.S.



Canary 'B' Front Elevation
N.T.S.



Mahogany 'A' Front Elevation
N.T.S.



Mahogany 'B' Front Elevation
N.T.S.



G I SUMMITT
ENGINEERING INC.
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SOUTH BARRINGTON, IL 60010

The Hills at Leesburg
Planned Unit Development
City of Leesburg, Florida
Final Master Plan
Planned Unit Development

Architectural
Elevations 1

Project: 2021-001
Drawing: 2021-001-001
Title: Architectural Elevations 1
Date: 08/25/2021
Author: G.I. Summitt
Checker: G.I. Summitt
Printer: G.I. Summitt

Revisions	
1	Initial Design
2	Revised Design
3	Final Design

SHEET NUMBER
A1 OF 11



Palm 'A' Front Elevation
N.T.S.



Palm 'B' Front Elevation
N.T.S.



ELEVATION A
WILLOW
Willow 'A' Front Elevation
N.T.S.



ELEVATION B
Willow 'B' Front Elevation
N.T.S.



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SOUTH BARRINGTON, IL 60010

The Hills at Leesburg
Planned Unit Development
City of Leesburg, Florida
Final Master Plan
Planned Unit Development

Architectural
Elevations 2

Project: 2021-001
Drawing: 2021-001-002
Title: Architectural Elevations 2
Date: 08/25/2021
Author: G.I. Summitt
Checker: G.I. Summitt
Printer: G.I. Summitt

Revisions	
1	Initial Design
2	Revised Design
3	Final Design

SHEET NUMBER
A2 OF 11



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
VENETIAN CENTER
THURSDAY, DECEMBER 16TH, 2021 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, December 16th, 2021, at Venetian Center.

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

The following Commission members were present:

Ted Bowersox – Chairman
Tim Sennett – Vice-Chair
John O'Kelley
Michael Fitzpatrick
Alfred Haliday
Nathaniel Sanders

The following Commission members were absent:

Frazier Marshall
Chris Wood
Ze'Shieca Carter

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

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

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

**DRAFT SUMMARY MINUTES OF THE PLANNING COMMISSION MEETING
FOR THURSDAY, NOVEMBER 18TH, 2021.**

Vice-Chairman Sennett moved to APPROVE the draft minutes from the NOVEMBER 18TH, 2021 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 Bowersox called for the first case under new business be brought forward.

NEW BUSINESS

**1) PUBLIC HEARING CASE # SSCP-21-400 – HILLS AT LEESBURG –
SMALL SCALE COMPREHENSIVE PLAN**

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING APPROXIMATELY 41.69 +/- ACRES, FROM LAKE COUNTY RURAL TRANSITION TO CITY OF LEESBURG ESTATE RESIDENTIAL FOR A PROPERTY GENERALLY LOCATED WEST OF COUNTY ROAD 44 AND NORTH OF SENG ROAD, AS LEGALLY DESCRIBED IN SECTION 01, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, FEBRUARY 14, 2022 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, FEBRUARY 28, 2022)**
(Hills @ Leesburg)

Dan Miller asked Chairman Bowersox for permission to discuss these two cases together for discussion purposes.

Dan Miller introduced case number #SSCP-21-400 – Hills at Leesburg – Small Scale Comprehensive Plan and case number #PUD-21-395 Planned Unit Development into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

Mr. Miller gave a background and explanation of the subject property, location, requests, proposals, and then went over the PUD (Planned Unit Development) document.

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

Department Review Summary: This case was sent out to all the different departments for review, there were no significant or substantive comments; Lake County Public Works will

require road improvements such as turn lanes on CR 44 at the development entrance, plus a sidewalk, easements and additional ROW. Public responses – we did not have any written responses to the advertising and sign posting.

Mr. Miller read the Staff Recommendations into the record; Staff recommended approval for the following reasons:

1. This project meets the requirements of Chapter 163.3184 Florida Statutes, for Comprehensive Plan Amendments.
2. The proposed request, as conditioned in City of Leesburg case number PUD 21-395, is compatible with the adjacent future land use designations of Lake County Rural Transition, Lake County Urban Low Density.
3. The proposed request as conditioned in City of Leesburg Case number PUD 21-395, is compatible with the current surrounding zoning districts of Lake County A (Agriculture), Lake County R-1 (Rural Residential District), and Lake County CFD (Community Facility District).
4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve the Small-Scale Comprehensive Plan designation from Lake County Rural Transition to City of Leesburg Estate Residential and forward the recommendation to the City Commission for consideration.

Chairman Bowersox stated if anyone in audience that wants to speak on the case or any representative of the project.

Jason Gray Robinson, at 301 East Pine Street, Orlando, Florida stated we concur with the Staff report and recommendations on both agenda items, and stated Geoff Summitt the project engineer; and applicant, one item regarding setbacks; clarification on the setbacks for the project; in full agreement and will be happy to answers any questions. Dan Miller stated for the record we had a typo request for the 5' side setbacks and 10' between the buildings; wrong numbers in there. Chairman Bowersox stated 15' combined; Dan Miller replied in this PUD (Planned Unit Development) 5' on each side; last of the 50' lots that we had in process.

Chairman Bowersox stated if the Commission have any questions of the applicant or his representative.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.D.1.

Meeting Date: September 25, 2023

From: Travis Rima, (Recreation Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida requesting approval to proceed with the special event permitting process for the Shamrocking BBQ & Beer Festival event on March 15-16, 2024; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the event if the event organizer has the support of the downtown business that will be affected by the street closure.

Analysis:

Recreation staff received the attached special event application, site plan, and action plan for a Shamrocking BBQ & Beer Festival event from Brian Gamble and the Firefighter Charity Alliance of Lake County. Due to the current discussions regarding special events in the city, along with the multiple day street closures including main street and 5th/6th street staff felt it appropriate to request permission work with the event organizer through the special event committee to process the application and permit to host the event. If approved, the event organizer will continue the special event permit process as described in Sec 26 Special Events of the City of Leesburg Municipal Code.

The multi-day event is expected to draw 1,000 to 1,500 people per day. Closure of Main St from 5th to 9th, Market St. from 4th to 7th and 5th and 6th streets will commence on Thursday night at 10pm and re-open Sunday at 3am. This includes the customer service payment window on 5th street for the entirety of Friday the 15th. The event also includes a parade Saturday March 16th with staging beginning at 10am on Magnolia St. with the parade commencing at 12pm and proceeding from Canal to 9th street which will include further road closures during that timeframe.

The event organizer describes the event as a family-friendly festival with an Irish theme. The festival is a Florida BBQ Association sanctioned BBQ State Championship Competition site for teams around the state to compete along with a beer garden and tastings for the general public. Further information on the event mission, concept, logistics, and benefits are found on the Shamrocking Action Plan document included in this submittal. The event has been previously hosted at Gator Harley Davidson each year since 2013.

The current estimated cost for staff hours including setup/tear down assistance, stage usage, Leesburg

Police Officers, etc. is \$3,587.78. Mr. Gamble understands that this is an estimate and the final cost and invoice will be tabulated and provided to him after the completion of the event. This amount does not include the cost for general cleanup post event. The event organizer will be responsible for hiring a professional cleaning company to clean the venue area.

Procurement Analysis:

Options:

1. Approve Recreation staff to continue to process the special event application through the special event committee, or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

Estimated staff time to be paid to the City by the event organizer is \$3,587.78

Account No. 016-0000-347-2700

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA REQUESTING APPROVAL TO PROCEED WITH THE SPECIAL
EVENT PERMITTING PROCESS FOR THE SHAMROCKING BBQ & BEER
FESTIVAL EVENT ON MARCH 15-16, 2024; 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 Firefighter Charity Alliance of Lake County, whose address is 734 N. Third Street Suite 153, Leesburg, FL 34748, to proceed with planning the Shamrocking BBQ & Beer Festival through the completion of the special event process.

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 25th day of September 2023.

Mayor

ATTEST:

City Clerk

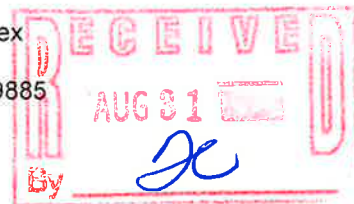
SPE 24-08

3/14-17/24



Please complete all information
Please complete every space, write N/A in spaces that do not pertain to your event
Incomplete applications will not be processed

Return application to: Leesburg Recreational Complex
1851 Griffin Road, Leesburg, FL 34748
City Contact: Special Events Coordinator - (352) 728-9885
Email: Recreation.Dept@leesburgflorida.gov



Section 4 – Applicant/Event Information

Name of Event:	Shamrockin BBQ & Beer Festival		
Location of Event/ Street Address:	Town Square Downtown Leesburg		
Date(s) of Event(s):	3/15/24 & 3/16/24	Event Start/End Times:	3/15 - 3PM to 10PM 3/16-7AM
Set-up Date and Time:	3/14/24 @10PM	Clean-up Date & Time:	3/17 11AM

Event Organizer Name:	Brian Gamble		
Mailing Address	2880 David Walker Dr. Ste. 166 Eustis, FL 32726		
Phone(s)	352-388-5055 BUS 352-267-4580 Cell		
E-mail Address:	brian@firefightercharityCF.org		
Website:	www.firefightercharityCF.org	D.L. #/State:	G514073721770

On-Site Manager Name	Phone(s)		
Corporation/Organization Name or D.B.A.:	Firefighter Charity Alliance of Lake County		
State of Incorporation:	Tax ID #:	85-8015737876C-5	Sales Tax #: 45-2491681
Business Street Address:	734 N. Third Street Ste. 153, Leesburg, FL 34748		
Mailing Address (if different from above):	2880 David Walker Dr. Ste. 166, Eustis, FL 32726		
Current City of Leesburg Business License #:			

Briefly Describe Event	
A family friendly festival with an Irish theme. The festival is a Florida BBQ Association sanctioned BBQ State Championship Competition site for teams around the state to come compete, a beer garden and tastings for the public.	
Has this event been held at another location? If yes, when/where?	Yes ☒ No ☐
Gator Harley Davidson since 2013 every year	
Has the applicant/organization ever had a liquor license or event permit denied, revoked, or suspended? If yes, explain:	Yes ☐ No ☒
Expected Daily Attendance: 1,000	Peak Attendance: 1,5000

Are you requesting permission to close city streets for the event?	Yes ☒ No ☐
If Yes, Complete <u>Attachment 1 – Street Closure Form</u>	

If the event is a Parade, Demonstration, or Expressive Activity, estimate the number of units in each of the categories

Bands: 1 Floats: 20 Cars: 10 Marching Units: 3 Other: _____

Provide Location and Time for each event segment listed below

Staging	Time <u>10AM</u>	Commencement	Time <u>NOON</u>	Disbanding	Time <u>1PM</u>
Location W. Magnolia Street		Location Main Street		Location W. Magnolia Street	

Will a Stage(s) be used for Event?	If Yes, How Many? <u>1 to 2</u>	Yes	☒	No	☐
Are you requesting the use of City Stage?	If Yes, See Attachment 6- Request City Items	Yes	☒	No	☐
Will there be Sound Amplified Music or Entertainment?	If Yes, Provide Type	Yes	☒	No	☐
Live bands					
Will Sound Checks be conducted Prior to Event?	If Yes, What Time? <u>9AM</u>	Yes	☒	No	☐
Please describe the Sound Equipment that will be used for your Event?					
Basic typical band equipment					

Will there be any of the following:	Yes	No
Admission Charged? If Yes, how much? <u>\$12.00</u>	☒	☐
Inflatable, climbing walls, game tables, kid activities, hot air balloons, Carnival Rides, Amusements or similar devices?	☐	☒
Fireworks, rockets, or other pyrotechnics?	☐	☒
Main Street/MLK Blvd, overhead banners? If Yes, See Attachment 4 – Banner Request	☒	☐
Signs, banners, decorations, special lighting?	☒	☐
Items Sold?	☒	☐
First Aid Locations?	☐	☒
Portable Toilets?	☒	☐
Spotlights?	☐	☒
Open flames or cooking?	☒	☐
Temporary Fencing? If Yes, See Attachment 6 - Request City Items	☒	☐
Tents or Canopies? If Yes, See Attachment 3 - Tent Permit	☒	☐
Will you need water hook-ups?	☒	☐
Electrical Services or Generators? Provided by Event Organizer	☒	☐
Utilization of existing electricity at your location?	☒	☐
Temporary electric service? Metering and Fees Apply	☒	☐
Will there be contracted concessionaires? If yes, how/where will waste water, fats, oils, or grease be disposed? If using a contracted handler, provide name, address, & phone number	☐	☒
If you answered yes to any of the above questions, please describe: The event is free to attend, however there is a contained area that is ticketed for guests to buy a ticket to taste BBQ & other items		

Section 5 – Site Plan

****IMPORTANT****

See Section 3 – Event Rules & Guidelines. 1) A Site Plan MUST be included with Application

Closure of Public Access Areas – Traffic Control Plan indicating vehicle/pedestrian traffic control, detour routes and directional signs, as well as the time period of the closure, must be submitted for the proposed closure of any streets, sidewalks, alleys, right-of-ways, parking lots or any other public access area.

Applicant must Complete [Attachment 1 – Street Closure Form](#)

Note: If possible, please submit all plans on 8 1/2" by 11 " paper. Please utilize Google Maps or equivalent mapping program for site plan. The site plan must show all street names around location.

Section 6 – Security

Responsible Person at Event	Name	Brian Gamble	Phone	352-267-4580
Describe plans for security, crowd control, and traffic control: LPD must be primary provider of personal safety and property security. The Leesburg Chief of Police or his/her designee must approve all outside security. We plan to use barricades around the tasting area and directions barricades in the streets during street closures. We plan to work closely with Leesburg PT with traffic flow and control				
List specific law enforcement needs; include any issues/concerns (Money Transactions, Alcoholic Beverage Sales, Special Escorts, etc.)				
Will you be requesting Off-Duty Leesburg Police Officers? (Cost Associated) If Yes, Complete Attachment 5 – LPD Officer Request Event Organizer is responsible for officer expense. Event Organizer will be billed at the current CBA rate for officers.			Yes ☐	No ☒

After reviewing the permit application, the City may require the use of increased security or off-duty officers

Section 7 – Alcohol

Are you requesting to sell or give away alcohol?	Yes	No
If yes, please describe in detail your plans for alcohol beverage control, including controls for access to alcohol for underage attendees. (Use extra page if needed)	☒	☐
Will those drinking be separated from those not drinking?	☐	☒
If you answered "Yes" to any of the above, a Liquor License is Required. (Attach copy of State of Florida Application)		
Which type of license will be used for the event?	Extension of Premises ☐	Special Events ☒

If applying for a Special Event Liquor License, the following must be provided:

Charity or Organization's Name	Firefighter Charity Alliance of Lake County		
	501(c) (3) #	85-8015737876C-5	(if applicable)
A letter from the charity or organization agreeing to participate as the agent for the special event liquor license is required and must accompany the original event application.			
Name of Contact at Charity or Organization	Brian Gamble	Phone	352-388-5055
On-Site Agent Responsible for Liquor	Brian Gamble	Phone	352-388-5055
Is event within 500' of a church, town park, or school property line?	Yes	☐	No ☒
A site plan showing locations of alcohol service areas, type and height of fencing, and security check areas must be provided and correspond to the description of the controls above.			

Section 8 – Insurance

Copies of all certificates of insurance required must be attached and must show the name of the event and dates of the coverage prior to the issuance of the event permit. Please have your insurance company FAX or email the certificate to the attention of the Recreation Department - (352)326-6625 or Recreation.Dept@leesburgflorida.gov at least 30 days prior to the event date.

The Applicant shall purchase and maintain Comprehensive General Liability and Liquor Liability insurances with minimum limits for each coverage of \$1,000,000 per occurrence and \$1,000,000 aggregate. Liquor liability insurance coverage may be provided in the form of an endorsement to the Comprehensive General Liability policy. Applicant's insurance shall remain in full force from the event setup through event cleanup. Applicant must provide written proof of the required insurance coverages to the City in a form acceptable to the City prior to the issuance of the event permit. The CITY OF LEESBURG 501 W. Meadow St. Leesburg, FL 34748 must be named as an additional insured to the extent of the agreement, contract or lease.

Automobile Liability Insurance Certificate of insurance with a minimum of **\$500,000** coverage per occurrence is required if automobiles or any other licensed motor vehicles are used as part of the event.

Section 9 – Fees & Cost Recovery

Application fees are due at the time of application submission. The remainder of any and all other fees will be invoiced following the conclusion of the proposed event.

	08/15/2023
Applicant's Signature	Date

Section 10 – Indemnification

Applicant/Permittee agrees to indemnify and hold harmless the City of Leesburg and its agencies representatives, employees and officers from and against any and all claims, liabilities, damages or judgments, caused by or arising out of (a) dealings between the Applicant/Permittee and third parties, (b) the issuance of this permit, and (c) the City's approval of security provisions regarding Applicant's proposed event for which this application is being prepared. This indemnification includes the costs of litigation and counsel fees. Applicant/Permittee agrees, at its own expense, to defend all of the persons to whom this covenant extends against any such claim. The Applicant/Permittee shall have full control of the defense of any litigation and may settle, compromise or adjust the same, provided, however, that the City, on relieving the Applicant/Permittee in writing of indemnification, shall have the right, if it so elects, to conduct any such litigation at its own expense by its own counsel.

	08/15/2023
Applicant's Signature	Date

Section 11 – Certification

I have read and understand all of the attached policies and will abide by all policies, rules, regulations, and conditions of use as written. This permit is not transferable to any other individual or group.

	08/15/2023
Applicant's Signature	Date

Submission and acceptance of this application is not to be construed as an approval of your request for a permit. If any information provided in this application is false or if the applicant does not comply with timeframes, deadlines, and requirements the permit may be denied. It is unlawful to conduct, stage, or promote a special event without a permit or make a false statement on the application.



Attachment 3 – Tent Permit Information

Commercial Tent Permits

When are tent permits required?

- 1) ANY size tent that has electricity, gas, generator, fireworks, etc.
- 2) ANY size tent that will have 50 or more people in it.
- 3) A tent 400 square feet or more without any utilities.

How to Apply:

For a quick, easy permit, bring these items to our office (204 N. 5th Street.) if Zoning and Building are able to do the review, you could walk away with your permit! Online, please use https://cdpservices.leesburgflorida.gov/prod/oprs_pt/, then call to tell us a tent was submitted so we can approve it more quickly!

- 1) **IMPORTANT!** If contractor is not registered with the city, he/she should contact our office at (352) 728-9735 to get **registered**.
- 2) Completed and Signed - **Special Event Application** (just 1 for all tents at a single event).
- 3) A Layout of each tent showing size, how it is anchored, any openings (if enclosed), fire extinguisher locations, what the tent will be used for (dining, dancing, product sales, etc.), location of no smoking signs, and a statement that accessible baths are nearby. Note: No gas cooking can be done in the tent!
- 4) **Copy of Fire-Retardant Certificate**
- 5) **Aerial View** (close up of an online map works great!) showing the location of the tent, include the street/cross street and location of any electrical outlet or generator you will be using. For multiple tents, use a larger map and identify each tent by a circled number, then add a list of each number with tent size.
- 6) If using **Electric**, give a demand calculation of power to be used and where the electric is coming from (temporary pole, electric outlet owned by the city, generator, etc.)
- 7) If using a **Generator**, provide the manufacturer's specification sheet on the generator and the type of gas to be used and size of the tank. Show this on your tent plan.

Brian Gamble

Applicant's Signature: _____

Date: 8/29/23



Attachment 4 – Main Street / MLK Blvd Banner Request

Complete this form only if requesting to place a banner on the existing poles on Main Street & 9th Street, Main Street & Canal Street, or MLK Boulevard. Incomplete forms will not be processed

This form is to request a banner for an applied for, or permitted, special event. This form, the special event application, and site plan that indicates all street closures, traffic pattern adjustments, and parking must be submitted to the special events coordinator for review by the City of Leesburg Special Events Committee.

Name of the Event	Shamrockin BBQ & Beer Festival
Event Organizer/Contact Person	Brian Gamble
Phone Number	352-267-4580
Email	brian@firefightercharityCF.org
Mailing Address	2880 David Walker Dr. Ste. 166, Eustis, FL 32726

Event Date(s):	3/15/24 & 3/16/24
Banner Display Dates:	March 1st through 18th, 2024
Display Location(s):	Main St. & 9 th St. ☒ Main St. & Canal St. ☒ Martin Luther King Blvd ☒
Additional Information:	

Banner Requirements & Special Instructions:

1. Must conform to City of Leesburg Code of Ordinance [Sec. 3-29. - Banners](#)
2. The banner shall include metal eyelets in each corner. Each eyelet shall be located no less than one (1) inch from any edge of the banner. Metal eyelets shall be located on the edge of the banner, spaced no less than eighteen (18) inches apart and no less than one (1) inch from any edge of the banner.
3. The banner(s) shall contain wind vents spaced no more than three (3) feet apart.
4. The banner(s) shall be no greater than 100 square feet in size.
5. The banner(s) shall be delivered to the Electric Department (2010 Griffin Road, Leesburg, FL 34748) a minimum of three (3) business days prior to the requested display date.
6. The banner(s) shall be available for pick up at the Electric Department (2010 Griffin Road, Leesburg, FL 34788) three (3) business days after the event.
7. For information regarding banner installations, please email Chris.Adkins@leesburgflorida.gov.

By signing this form, applicant certifies that

- I. S/He has read and understood the contents of this Application;
- II. S/He is authorized to enter into agreements and make commitments on behalf of the organization stated on this Application;
- III. The organization stated on this Application agrees to abide by the terms and conditions of this Application; and the organization agrees to indemnify the City, against any and all claims, liabilities, damages or judgments, caused by or arising out of
 - (a) structural failure of the banner or detachment of the banner from the poles due to causes other than the negligence of the City,
 - (b) the issuance of this permit, and
 - (c) loss or damage of the banner due to theft, vandalism, weather or other acts of God. This indemnification includes the costs of litigation and counsel fees. Applicant agrees, at its own expense, to defend all of the persons to whom this covenant extends against any such claim.

Brian Gamble

Applicant's Signature: _____

Date: 8/17/23



Attachment 6 - Special Items Requested

Leesburg Recreational Complex
1851 Griffin Road, Leesburg, FL 34748
City Contact: Special Events Coordinator - (352) 728-9885
Email: Recreation.Dept@leesburgflorida.gov

The following items may be available through the City. Please indicate if you are requesting the use of any of the listed items. Additional cost is associated with the use of each item. The items in the following table are available only on request and are not guaranteed to be available for each event until approved by the appropriate City Department. Cost does not include personnel costs. Personnel costs are tabulated and invoiced at the conclusion of the event.

<u>Items</u>	<u>Quantity</u>	<u>Notes</u>
Event Trailer (30 Tables, 130 Chairs)	1	
Showmobile (Stage) (20x24)	1	
Traffic Control Barricades	20	may need to adjust after review of road closures and measurements
Crowd Control Barricades	50	may need to adjust after review of road closures
Bleachers (Max of 2)		
Light Tower (Max of 2)	2	
Roll Out – 95 Gallon	10	
Dumpster	2	
Recycling Containers	5	
Other Items(s)		

Brian Gamble

Applicant's Signature: _____

Date: 8/29/23



MARCH 15 & 16, 2024

Hosted by the
Firefighter Charity Alliance of Lake County
A 501C-3 Not-For Profit Organization

<i>About Us</i>	3
<i>History of Events & Programs</i>	4
<i>Event Mission</i>	5
<i>Concept</i>	6
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<i>Budget</i>	10
<i>Marketing</i>	11
<i>Return on Investment</i>	13
<i>The Benefit</i>	14

About Us

The Firefighter Charity of Central Florida was founded in 2012 as a 501C-3 Not For Profit charitable organization. Our mission is to help give back to the LOCAL community and to help LOCAL firefighters in time of personal major crisis. Our emphasis is on keeping raised money locally in our communities. Our board is comprised of local volunteers with interest that mirror our philanthropy.

Brian Gamble (Lake County Firefighter) is the current president of the non-profit and is supported by a charity board and volunteers of all walks.

Allen Shaffer (Leesburg Firefighter) is a Vice President on the board.

Amanda Rivera (Rescue One Company) is a Vice President on the board

Philip Aldrich (Lake County Firefighter) is the treasurer.

Sara Vaughn (Amazing mother & ambassador of sunshine) is the secretary.

To avoid restrictions or bias, the charity is not affiliated with any departments, organizations, unions or political organizations.

The Firefighter Charity was unanimously approved by the Lake County Board of County Commissions in 2022 as one of their very few approved charitable organizations.

In 2022 the charity was awarded a Silver Seal in Transparency by Guidestar, the lead national organization that monitors and recommends non-profit organizations.

History of Events & Programs

Some of our other community programs include our Pink Fire Truck and Turn Central Florida Pink campaign in October. We tour the local area with our Pink Fire Truck helping raise awareness of breast cancer and also raising money to provide monthly mammogram grants through the Advent Health Waterman Foundation for women in the community that cannot afford them. This year, we just surpassed the \$10,000 mark in awarded life-saving grants.

Another major community program we host each year is a toy drive and toy store for local families that may be struggling. We collect toys donated at businesses and fire stations throughout Lake County. Families can then apply to visit and shop for free in our toy store. We have partnered with Leesburg Police Department, Lake County School Board, and the Lake County Sheriff's Office over the past years to help expand this program to ensure as many local families are assisted as possible. We have assisted thousands of families have a Christmas over the years.



Event Mission

Our goal is to take the major role in the development and implementation of creating Shamrockin' Fest as a major festival in the city of Leesburg.

We intend to work cohesively with key local downtown merchants, and the City of Leesburg.

We intend to work with several other local charitable organizations, associations, and businesses to support the event.

Shamrockin' Fest was started as our fundraiser in 2012 to help raise money for our Florian Fund in the form of a Chili Cookoff. This quickly grew each year and expanded into a BBQ & Chili Competition that grew from one day to two days. In 2023 we shifted the timing of the event near St. Patrick's Day weekend and branded it with an Irish theme and new name of "Shamrockin' Fest – Beer & BBQ Festival". The event consistently has a wait list for teams to enter with a maximum cap of 25 BBQ teams and 20 chili teams. We have been asked to be considered for the 2024 Backyard Teams State Championship host.

The success and acceptance of this growing event has us focusing on a new location to fill the demand of space from the current location we have outgrown.

With NO OTHER city in Lake County offering an Irish Festival, we couldn't think of a better partner and place than downtown Leesburg, and an outstanding opportunity for a community festival.

Concept

Our mission for this festival is to bring together friends and families for a great time, enjoy great food and drinks, celebrate Irish heritage, and raise money to help local community programs.

The Firefighter Charity anticipates taking the lead role in organizing and running this event, partnering closely with key local and downtown businesses and the City of Leesburg to assist with their expertise in festival planning and hosting.

Shamrockin' Fest is a two-day festival held on Friday and Saturday preceding St. Patrick's Day. For 2024, the projected dates are Friday March 15th and Saturday March 16th. The event main theme will remain a BBQ & Beer Festival and feature a Florida BBQ Association sanctioned contest, a chili cook-off, as well as beer tasting gardens from around the world. Teams come from all around the state to compete for over \$5,000 in cash and prizes and the event attendees have the opportunity to sample some amazing food!



The event typically features food, contests, free live music and much more. In addition, we would like to expand the event in 2024 to have an Irish Parade and street festival and begin to build a tradition and destination in the City of Leesburg. The parade will be comprised of bands, floats, our public safety organizations from around the county, veterans and our local charities and other social organizations.

After the parade, guests will be able to walk the designated section of Main Street that is blocked off for the evening and will have street vendors, food and beverage vendors and ended by a stage for live music in the area of McCracken's. Conceptually, the bands will coordinate a rotating schedule playing live music between McCracken's stage and the main stage. The goal being to provide a broader venue to entice attendees to explore Main Street and it's establishments such as McCracken's, Prime 3, Brick & Barrell, Chicago Fire, and a number of other local merchants.

The festival is free to attend, however attendees have the opportunity to upgrade their experience and purchase wrist bands to enter the BBQ & Chili cooking area and sample BBQ, Sauces & Chili from over 40 different teams. Adult entry has been \$10 for unlimited tasting.

Beer gardens will be available for guests to sample beers from around the world. We hope to pair this beer garden with local restaurants to match an international culinary sample with the respective world beer.

Our target audience is families. Families that like to come to festivals and enjoy good food, music and festival fun. Our plan will feature marketing in Lake, Citrus, Sumter, Marion and Orange counties to bring visitors and revenue into the area. One of our major focus areas to market is to tap into the retirement communities growing on Highway 27 on the south end of Leesburg. We experimented with this newly founded market area in 2023 and found strong interest from these residents and the lack of a family Irish festival to appeal to them without having to visit the Villages.

There is major potential in the year-to-year growth of this event concept. Leesburg is familiar with creating a concept with the amazing job and growth of an event created called Leesburg Bikefest. This event can have that potential with even more of a family appeal.

By involving multiple partners, the city, and businesses in the early stages of this concept, we have the potential to have a major destination event for all of the municipalities in Lake County, and beyond that in Central Florida.



Logistics

We are not new to hosting events, however, we will need experienced partners as we navigate learning this new larger venue downtown.

Event location planned to be on Town Square as traditional events and festivals

BBQ & Chili tasting around town square (ticketed entrance)
Stage 1 on Town Square

Parking – common public parking.

Power – generators or City of Leesburg

Accommodations – partner with local area hotels as in the past to promote an overnight stay for attendees and promote to participating teams, judges and vendors

Light & Stage – City of Leesburg or rental

Sound – provided by performing bands

Staffing – volunteers from a number of local charities

Entertainment – contracting with several bands to perform over the 2-day event

Permits & Insurance – All permits will be obtained through the proper sources such as the City of Leesburg, Department of Revenue, Florida ABT and liability insurance provided

Return on Investment

To create revenue to offset expenses and raise money for the charities, we are defining these possible sources of income from the event:

Tickets – Tasting tickets to access the BBQ & Chili tastings

Merchandise (t-shirts, koozies, cups)

Exhibition space sales

Team Registrations (BBQ & Chili Teams)

Food & Bar sales

Grants – Elevate Lake tourism grant

Donations

Sponsorships – Bring in local businesses as partners/sponsors



The Benefit

This event can be a benefit for so many.

The Community – funds raised by the Firefighter Charity go back to help with our LOCAL community programs such as our free toy store at Christmas and monthly mammogram grants for local women that cannot afford them

City of Leesburg – benefits from having a great community event that people will talk about and return to the city year after year

Downtown Businesses – some will immediately benefit from food, beverage and merchandise sales and others will benefit by the free exposure of increased walk by traffic for return guests

Local breweries – we involve local breweries in our beer garden that reap the benefit of getting their brands out there and a visit to their restaurant

Local Charities and Social Organizations – we plan to involve several charities and social organizations for manpower and volunteer opportunities and a way to bring money back to their organization for helping



Point of Contact



Point of contact:

Brian Gamble
Firefighter Charity Alliance
President

Email brian@firefightercharityCF.org

Phone (352) 388-5055

Personal Cell (352) 267-4580

Organizational Partners

Altrusa Women's Group –

Rotary Club –

Form Name: Special Event Application
Form Reference: Shamrockin BBQ & Beer Festival
Date Created: Wednesday, August 30, 2023

PROCESSING
EXPORT



EVENT NAME:

Shamrockin BBQ & Beer Festival

STORYBOARD NAME:

Site Plan

EVENT LOCATION:

Leesburg, FL

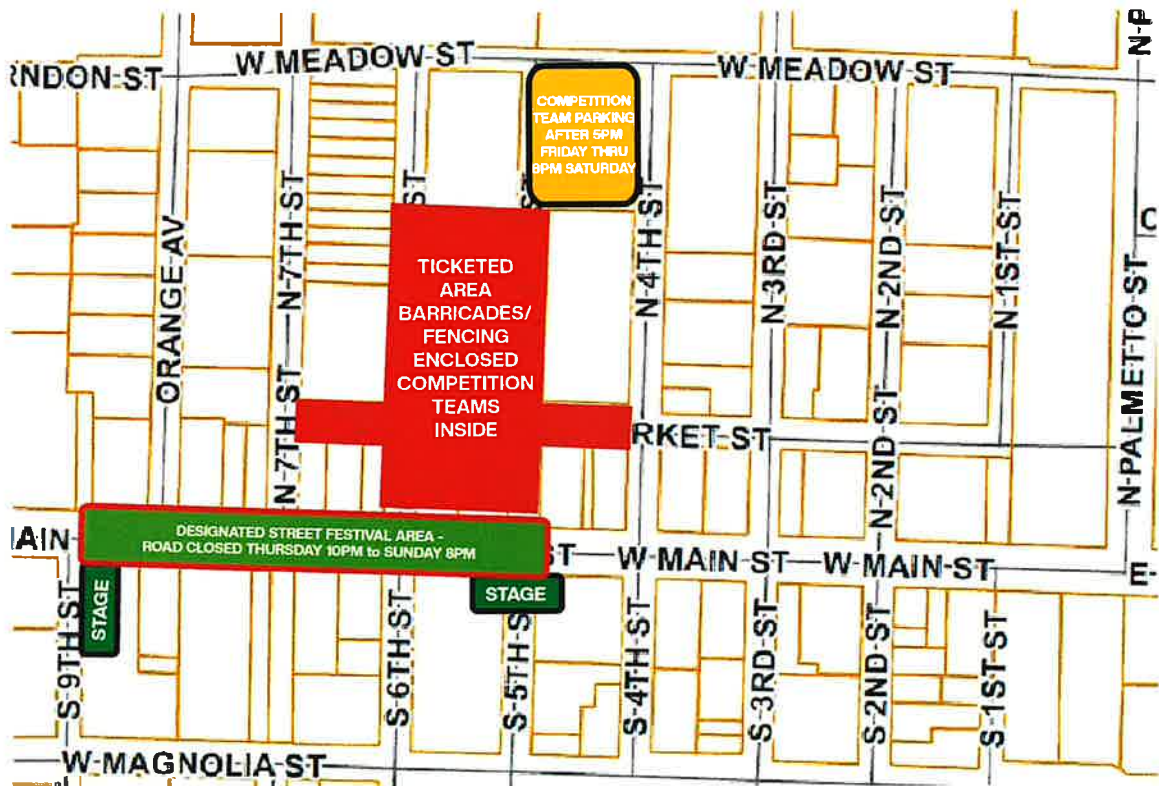
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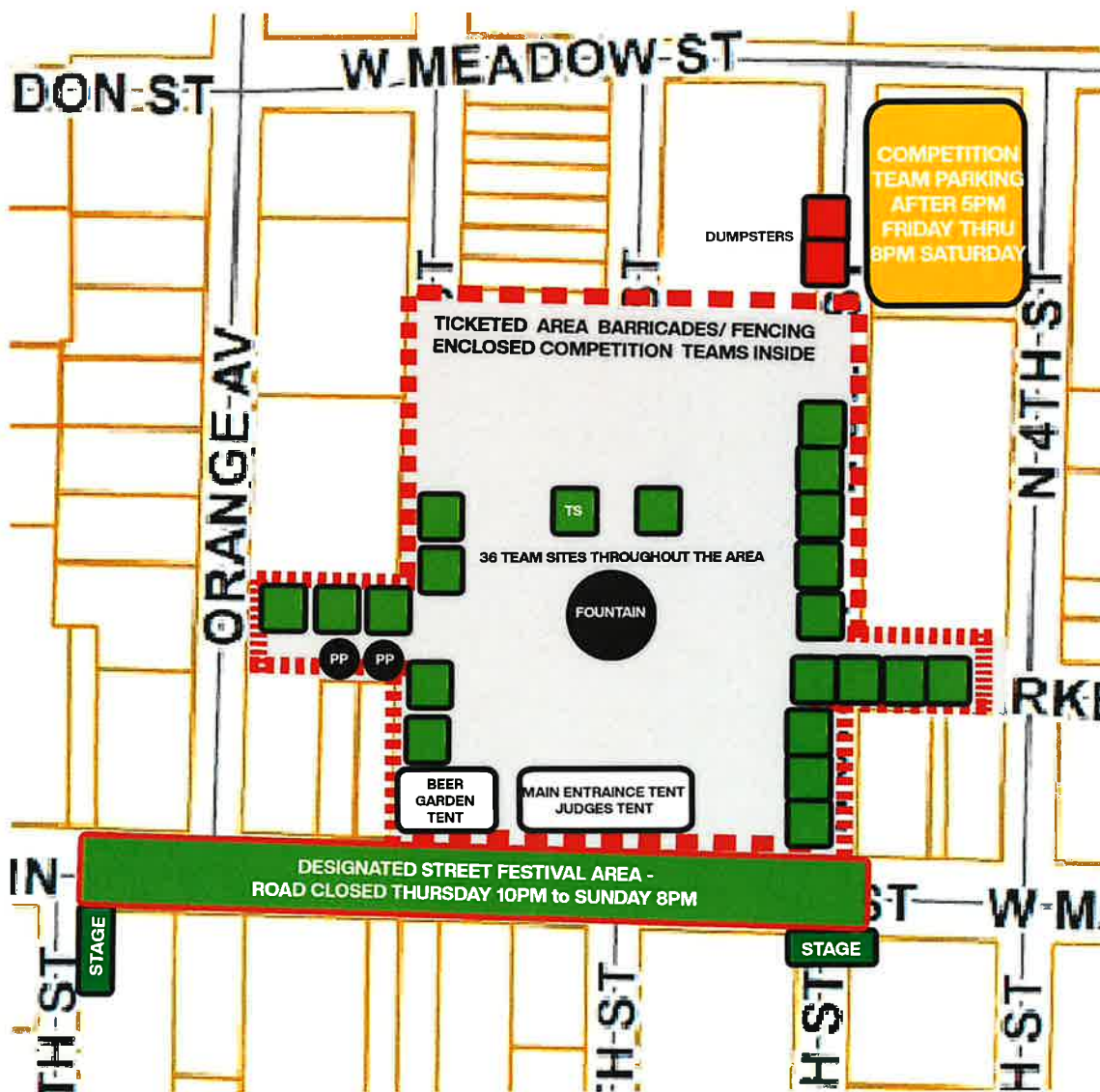
EXPORT REQUESTED BY:

info@firefightercharityCF.org

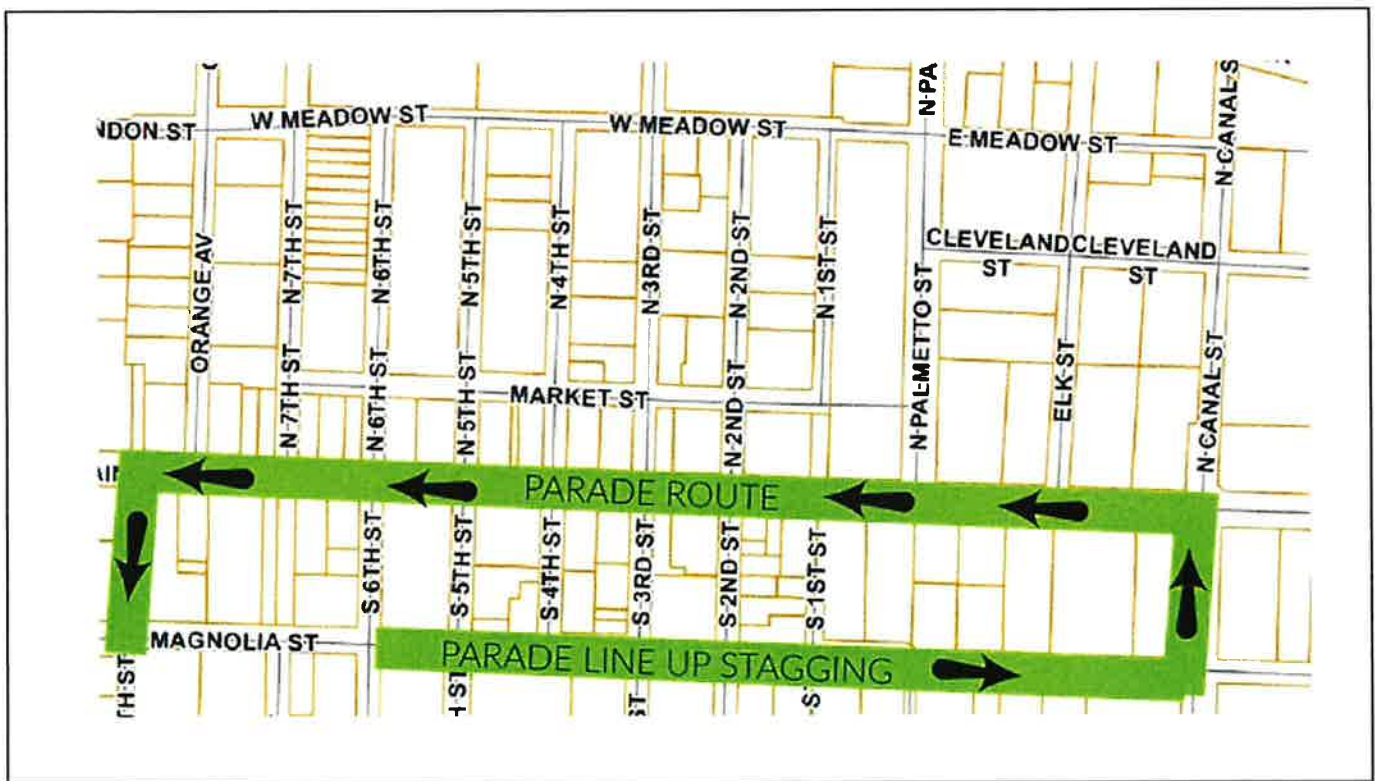




Form Name: Special Event Application
Form Reference: Shamrockin BBQ & Beer Festival
Date Created: Wednesday, August 30, 2023



Form Name: Special Event Application
Form Reference: Shamrockin BBQ & Beer Festival
Date Created: Wednesday, August 30, 2023



VIEW : View name-1



100m (~1 1232)

Presentation Export

Event Name Shamrockin BBQ & Beer Festival

Storyboard Name Site Plan

Event Location Leesburg, FL

Designed with OnePlan 2023



KEY

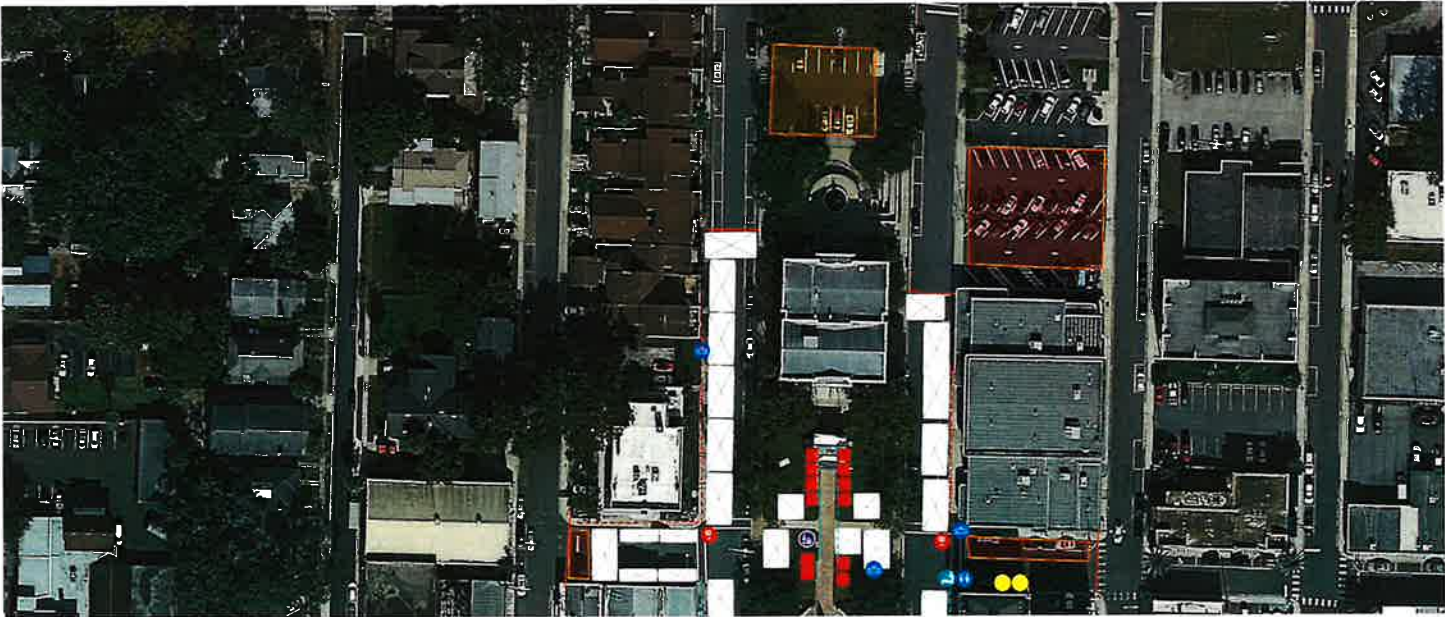
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- BBQ Team Tent (23)
- Beer Garden Tent (11)
- Dumpster - Dumpsters (1)
- Hand Sanitiser Dispensers (2)
- Judges Tent - JUDGES TENT (1)
- Parking Area Red - TEAM RV PARKING (2)
- Toilets (Temporary) (2)

VIEW : View name-1

- 50A, Three Phase (4)
- Bar - BAR (2)
- Chili Team (12)
- Entrance Width (1)
- Heras / Perimeter Fencing (6)
- Light Tower Temporary (2)
- Stage - Stage (1)
- Vehicle Only Barriers (6)

- Area Block Lime - DESIGNATED STREET PARTY ZONE - PEDESTRIANS ONLY (1)
- Beer Garden - BEER GARDEN (1)
- Dumpster (1)
- Food Trailer (3)
- Hospitality Tent - HOSPITALITY TENT (1)
- Main Bar Tent (1)
- Ticket Check - ENTRANCE (1)
- Water Connection Point (3)

VIEW : View name-2



100m (~1:1232)

Presentation Export

Event Name Shamrockin BBQ & Beer Festival

Storyboard Name Site Plan

Event Location Leesburg, FL

Designed with OnePlan 2023



KEY

-  15A, Single Phase (4)
-  Bar - BAR (1)
-  Dumpster - Dumpsters (1)
-  Light Tower Temporary (2)
-  Parking Area Red - TEAM RV PARKING (2)
-  50A, Three Phase (3)
-  Chili Team (12)
-  Hand Sanitiser Dispensers (1)
-  Parking Area Orange - Judges Parking Saturday only (1)
-  Toilets (Temporary) (1)
-  BBQ Team Tent (22)
-  Dumpster (1)
-  Heras / Perimeter Fencing (4)
-  Parking Area Red - TEAM PARKING (1)
-  Water Connection Point (3)

VIEW : View name-2





100m (~1598)



KEY

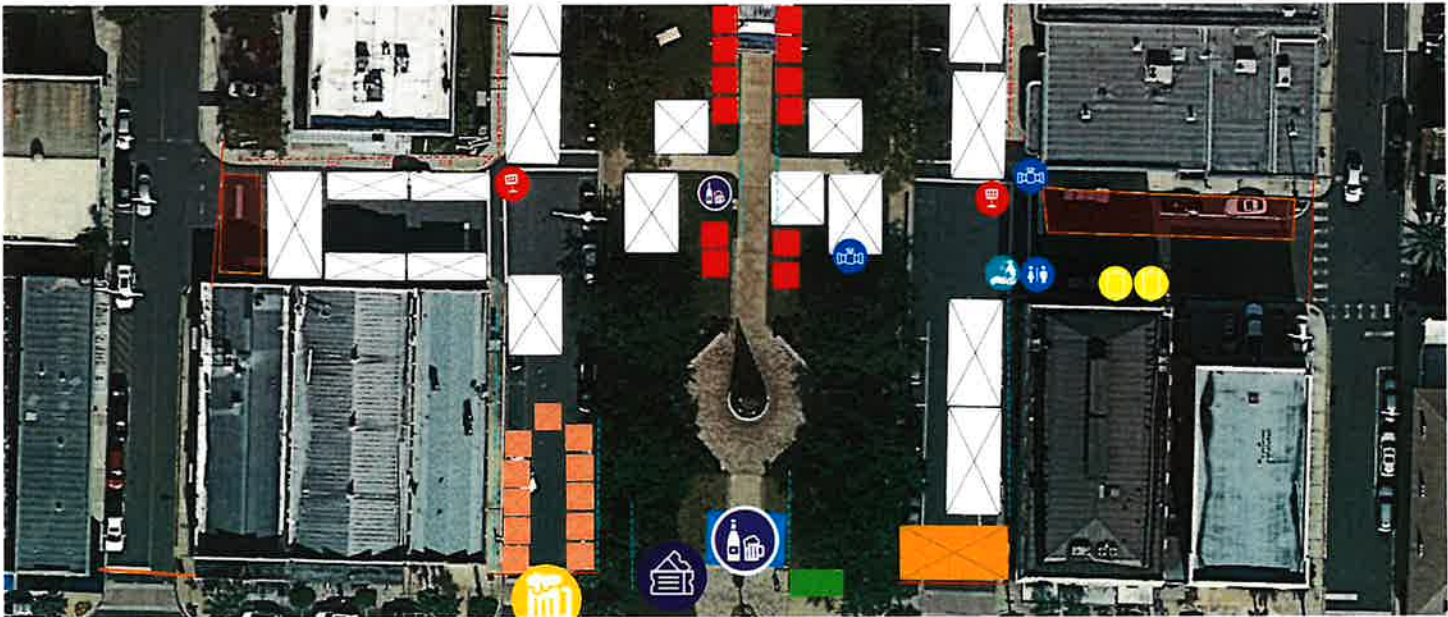
- 15A, Single Phase (6)
- Bar - BAR (1)
- Entrance Width (1)
- Heras / Perimeter Fencing (2)
- Main Bar Tent (1)
- Toilets (Temporary) (1)

VIEW : View name-3

- 50A, Three Phase (1)
- Beer Garden - BEER GARDEN (1)
- Food Trailer (3)
- Hospitality Tent - HOSPITALITY TENT (1)
- Stage - Stage (1)
- Vehicle Only Barriers (2)
- BBQ Team Tent (2)
- Beer Garden Tent (11)
- Hand Sanitiser Dispensers (1)
- Judges Tent - JUDGES TENT (1)
- Ticket Check - ENTRANCE (1)



VIEW : View name-4



100m (~1:598)



KEY

- 15A, Single Phase (7)
- Bar - BAR (2)
- Chili Team (12)
- Hand Sanitiser Dispensers (1)
- Judges Tent - JUDGES TENT (1)
- Parking Area Red - TEAM RV PARKING (2)
- Water Connection Point (2)

VIEW : View name-4

- 50A, Three Phase (3)
- Beer Garden - BEER GARDEN (1)
- Dumpster (1)
- Heras / Perimeter Fencing (4)
- Light Tower Temporary (2)
- Ticket Check - ENTRANCE (1)

- BBQ Team Tent (16)
- Beer Garden Tent (11)
- Dumpster - Dumpsters (1)
- Hospitality Tent - HOSPITALITY TENT (1)
- Main Bar Tent (1)
- Toilets (Temporary) (1)

VIEW : View name-5



100m (~1.598)



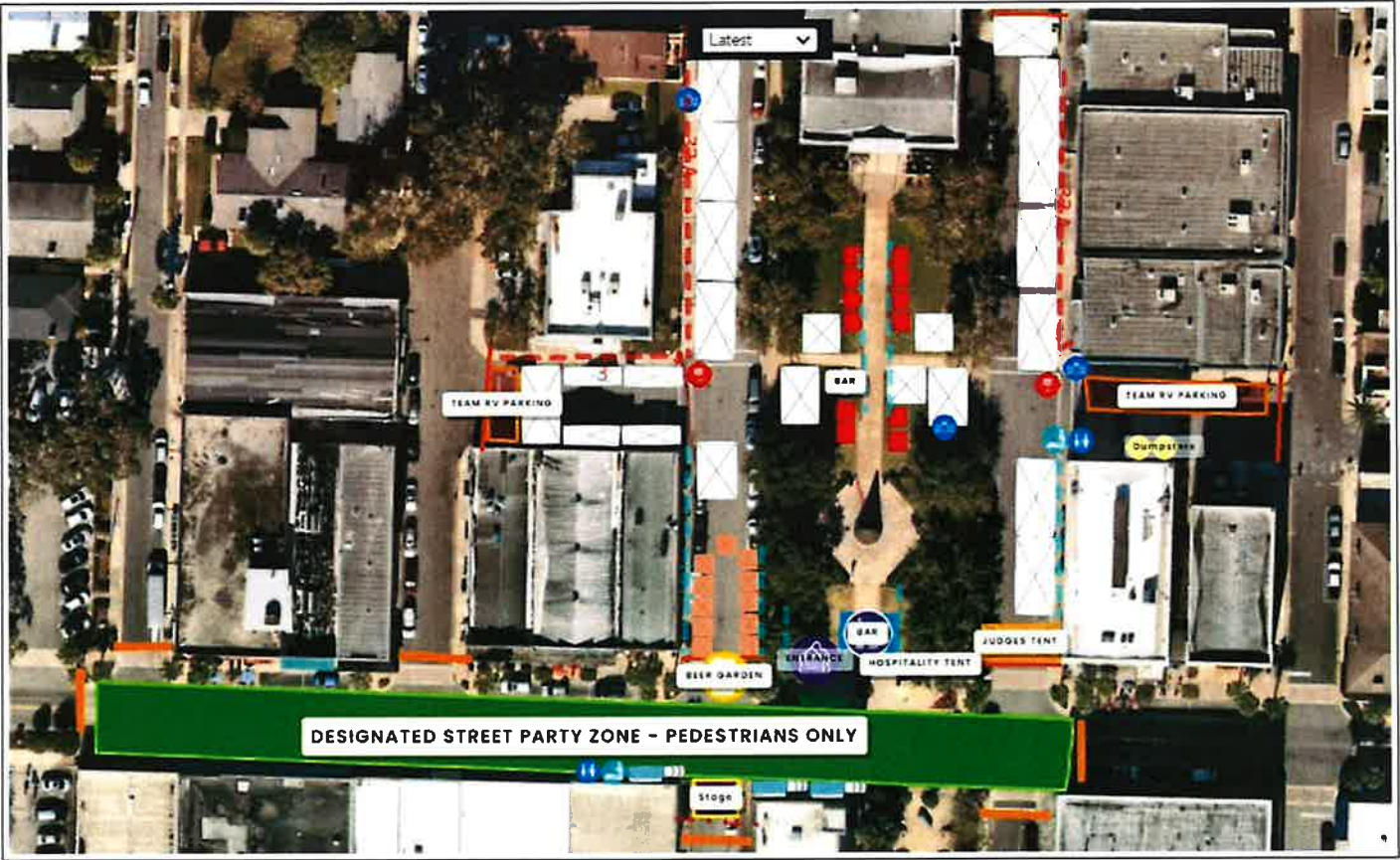
K E Y

V I E W : View name-5

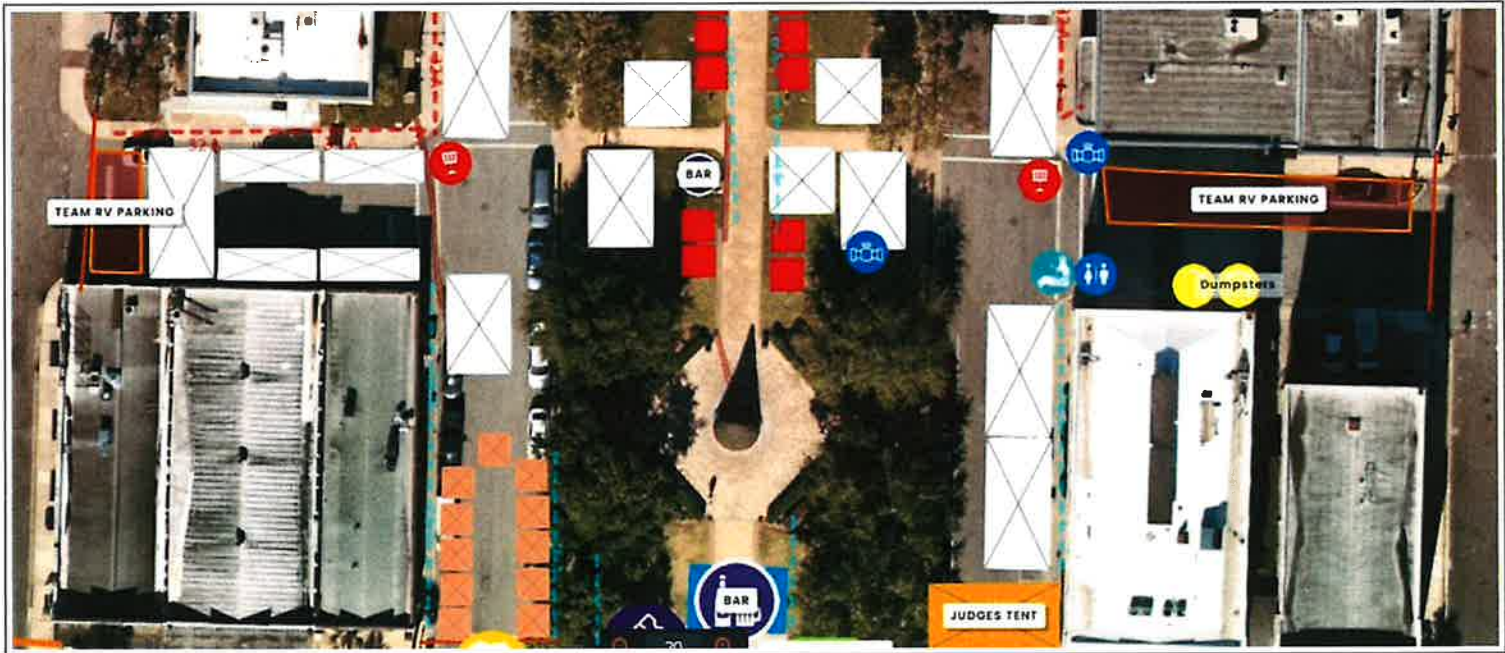
-  50A, Three Phase (2)
-  Parking Area Orange - Judges Parking Saturday only (1)
-  BBQ Team Tent (5)
-  Parking Area Red - TEAM PARKING (1)
-  Heras / Perimeter Fencing (2)
-  Water Connection Point (1)



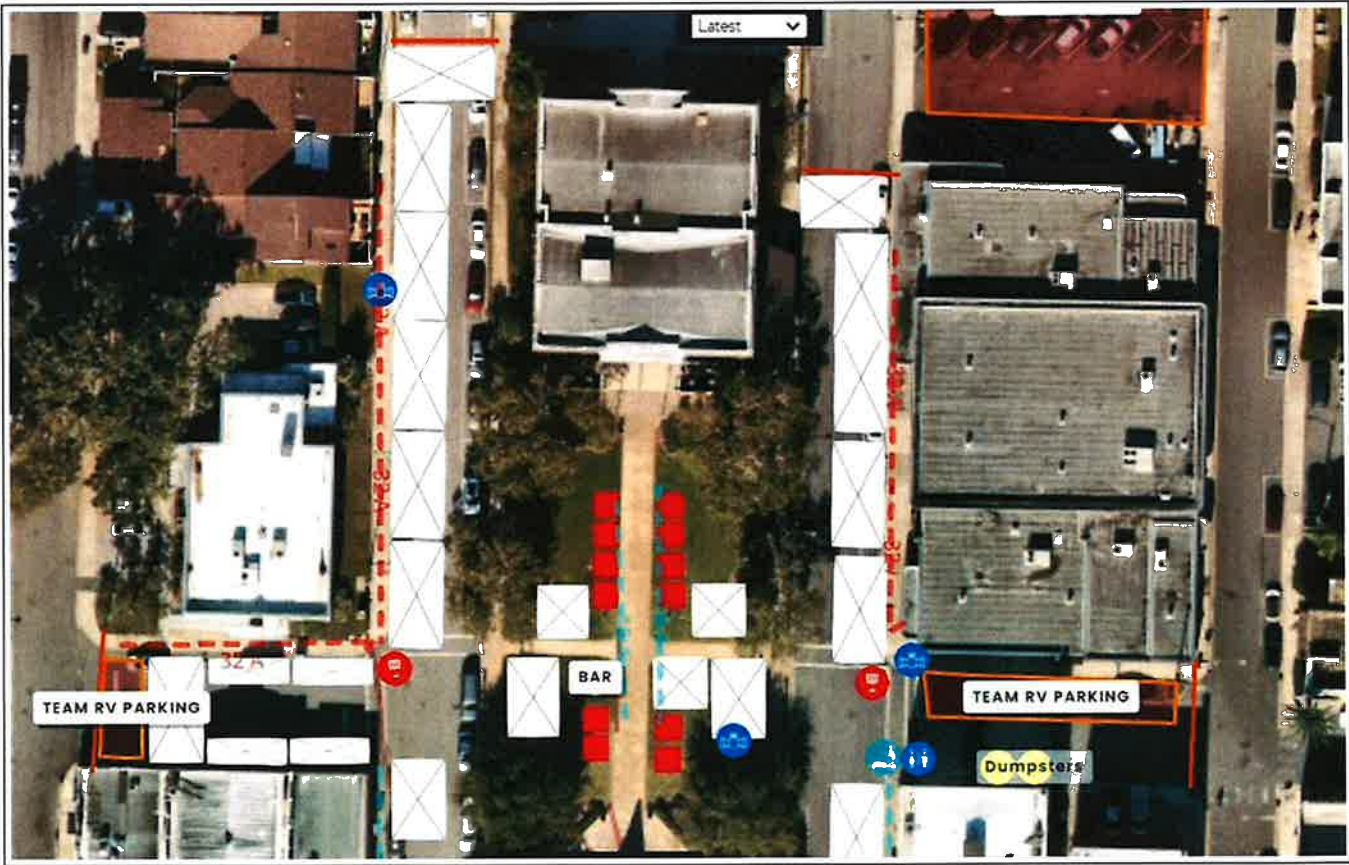
Form Name: Special Event Application
Form Reference: Shamrockin BBQ & Beer Festival
Date Created: Wednesday, August 30, 2023



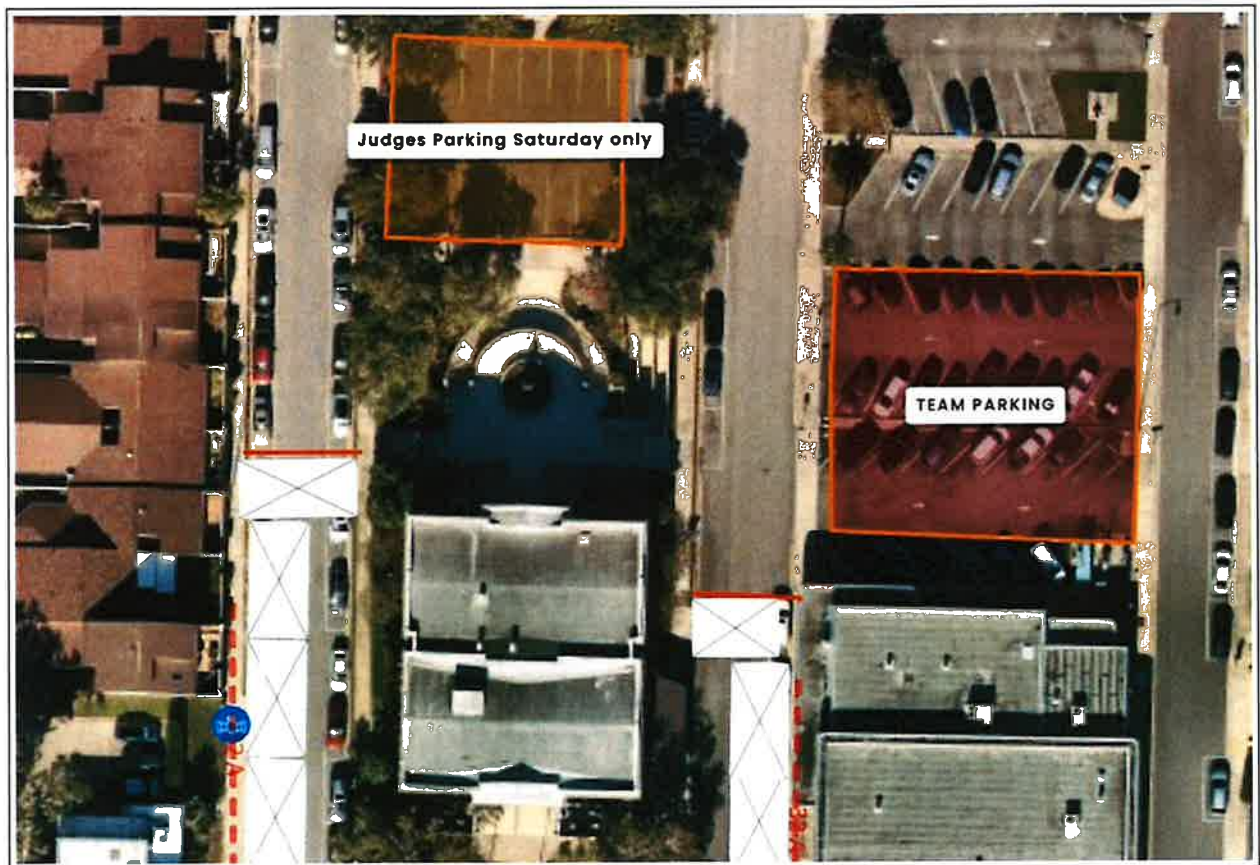
Form Name: Special Event Application
Form Reference: Shamrockin BBQ & Beer Festival
Date Created: Wednesday, August 30, 2023



Form Name: Special Event Application
Form Reference: Shamrockin BBQ & Beer Festival
Date Created: Wednesday, August 30, 2023



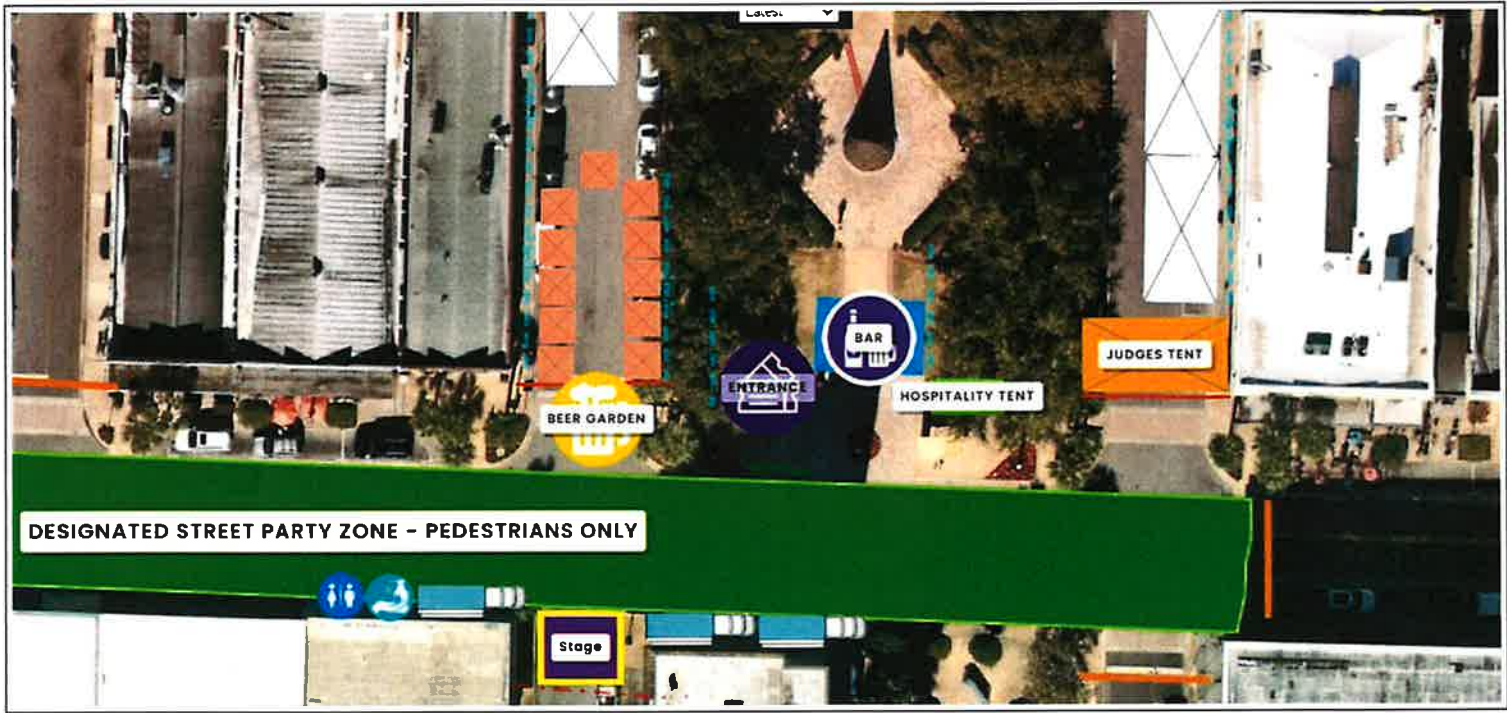
Form Name: Special Event Application
Form Reference: Shamrockin BBQ & Beer Festival
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Form Name: Special Event Application
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Date Created: Wednesday, August 30, 2023



Form Name: Special Event Application
Form Reference: Shamrockin BBQ & Beer Festival
Date Created: Wednesday, August 30, 2023



Miscellaneous Accounts Receivable Customers With Unpaid Balances
Prepared by Finance
July 31, 2023

CURRENTLY WORKED BY PROVIDING DEPARTMENT OR FINANCE

001 Fund

Jennings, Matthew	Boat not here/ Sent to Attorney	Marina Rent	711.99
Porter-Shaw, Breanna	Working with Police Dept	Security for Jan 28,2023	40.00
Route 46 Properties	Working with Planning & Zoning	Traffic Study	870.00
			<u>1,621.99</u>

013 Fund

Calhoun, Contessa	Working with Housing Dept	Housing Rent	2,641.00
Piard, Marie	Working with Housing Dept	Housing Rent	1,927.00
			<u>4,568.00</u>

041 Fund

Nix, Corey	Working with Electric/ making payments	Apprentice Reimbursement	1,750.59
			<u>1,750.59</u>

044 Fund

Resibuilt	Working with Public Works	WWT Modeling	2,412.00
			<u>2,412.00</u>

046 Fund

Johnson & Laux Construction	Working with Public Works	Solid Waste Rolloff	616.50
			<u>616.50</u>

510 Fund

Lowery, Clara Necole	Working with Fleet	Damage to City Property	2,238.67
			<u>2,238.67</u>

Total 13,207.75

001 FUND TOTAL	\$	1,621.99
013 FUND TOTAL	\$	4,568.00
041 FUND TOTAL	\$	1,750.59
044 FUND TOTAL	\$	2,412.00
046 FUND TOTAL	\$	616.50
510 FUND TOTAL	\$	2,238.67
	\$	<u>13,207.75</u>

Expected write offs as of July 31, 2023

Every September, the Finance Director informs the Commission the dollar amount of customer accounts to be written off. Listed below are the amounts for the prior fiscal years and how the City is trending for fiscal years 2021 and 2022

Fiscal Write Off Year	Projected Written Off	Actual Written Off	Add'l Amount Collected
2021-2022	\$ 281,753	350,141	68,388
2020-2021	307,042	22,615	(284,427)
2019-2020	284,281	666,005	381,724
2018-2019	342,912	284,276	(58,636)
2017-2018	394,427	268,001	(126,426)
2016-2017	345,913	314,552	(31,361)
2015-2016	491,091	440,511	(50,580)
2014-2015	431,543	364,023	(67,519)
2013-2014	292,507	258,246	(34,261)
2012-2013	280,544 *	216,319	(64,225)
2011-2012	380,227 *	341,414	(38,813)

Projected
Fiscal year 2022 - Month by Month
10/01/21- 09/30/22

Month	Amount Written Off	Number of Accounts	
		Commercial	Residential
October	\$ 18,445	3	67
November	19,468	6	65
December	25,734	3	71
January	18,428	1	60
February	21,646	2	62
March	17,878	0	43
April	32,964	11	61
May	15,027	0	47
June	29,250	2	71
July	34,286	4	79
August	18,029	3	46
September	30,599	3	76
Accounts to be written off*	\$ 281,754	38	748
Prior Yr to Date	\$ 307,042	36	821
difference - () negative	\$ 25,288	(2)	73

Projected
Fiscal year 2023- Month by Month
10/01/22- 09/30/23

Month	Amount Written Off	Number of Accounts		Average Account Balance	
		Commercial	Residential	Commercial	Residential
October	\$ 23,873	5	77	185.97	266.97
November	34,977	1	90	165.85	284.19
December	52,217	6	119	365.75	347.00
January	48,307	4	76	237.64	303.17
February	53,540	3	88	157.19	1,790.76
March	58,912	4	99	0.00	415.78
April	34,336	1	56	1,030.32	354.60
May	29,663	4	64	0.00	319.73
June	37,858	2	72	381.48	401.23
July	31,499	2	79	6,811.79	347.77
August				433.27	363.67
September				1,896.88	327.73
Accounts to be written off*	\$ 405,182	32	820		
Prior Yr to Date	\$ 154,563	32	626		
difference - () negative	\$ 250,619	0	194		

City of Leesburg, Florida
Report of **REVENUES** by Fund
For Period Beginning of October 1, 2022- July 31, 2023 or 83%

Fund Name	REVENUES				
	CURRENT YEAR			LAST YEAR	
	FY 23 Adjusted Budget	FY 23 Revenue	FY 23 Percentage	FY 22 Revenue	FY 22 Percentage
<u>General Fund</u>	30,801,872	26,583,769	86%	26,546,052	89%
<u>Special Revenue Fund</u>					
Housing Assistance	106,680	111,431	104%	89,242	92%
Debt Service Fund	1,745,218	1,608,036	92%	1,614,659	92%
Capital Projects Fund	7,376,196	1,088,979	15%	4,134,157	132%
Discretionary Sales Tax	2,599,868	2,743,193	106%	2,102,233	223%
Police Forfeiture Fund	-	41,840	0%	22,618	54%
Police Education Fund	-	4,462	0%	3,876	0%
Gas Tax	800,000	690,081	86%	603,918	80%
Police Impact Fees	-	557,193	0%	122,683	0%
Fire Impact Fees	-	60,225	0%	133,226	0%
Recreation Impact Fees	-	97,048	0%	222,803	0%
Building Fund	1,073,600	779,444	73%	881,792	85%
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA fund	752,463	756,226	101%	558,267	98%
Carver Heights CRA fund	654,068	676,321	103%	515,641	101%
Highway 27/441 CRA fund	1,829,915	1,856,025	101%	1,364,213	99%
<u>Enterprise Funds</u>					
Stormwater Utility Fund	1,916,746	1,481,874	77%	1,409,761	114%
Electric Utility Fund	95,863,940	63,645,028	66%	63,404,977	99%
Gas Utility Fund	9,906,850	9,267,125	94%	8,786,138	109%
Water Utility Fund	11,067,692	9,523,166	86%	8,718,318	90%
Wastewater Utility Fund	15,386,454	13,254,409	86%	18,579,161	99%
Solid Waste Utility Fund	4,962,610	4,128,272	83%	3,973,587	86%
Airport Fund	6,056,251	1,495,421	25%	1,637,629	26%
<u>Internal Services Fund</u>					
Health Insurance Fund	7,769,137	6,479,144	83%	6,244,486	81%
Workers Comp Insurance Fund	1,160,309	951,528	82%	819,308	122%
Fleet Maintenance Fund	3,798,186	2,660,717	70%	2,923,345	79%
<u>Pension Trust Funds</u>					
Police Retirement Trust Fund	2,223,377	4,608,507	207%	(1,205,896)	0%
Fire Retirement Trust Fund	1,720,614	4,552,416	265%	(1,147,309)	0%
General Employees Trust Fund	3,240,408	6,464,381	199%	(607,066)	0%
Use of Fund Balance (Various funds)	78,393,483				
Total All Funds	291,205,937	166,166,261	78%	152,451,819	90%

City of Leesburg, Florida
Report of **EXPENSES** by Fund
For Period Beginning of **October 1, 2022- July 31, 2023** or **83%**

Fund Name	EXPENSES				LAST YEAR	
	CURRENT YEAR					
	FY 23 Adjusted Budget	FY 23 Expenses	FY 23 Percentage		FY 22 Expenses	FY 22 Percentage
<u>General Fund</u>	32,868,412	24,477,718	74%		24,706,474	77%
<u>Special Revenue Fund</u>						
Housing Assistance	162,112	120,214	74%		96,075	63%
Debt Service Fund	1,745,218	1,606,638	92%		1,612,574	92%
Capital Projects Fund	13,837,956	1,342,150	10%		3,773,583	48%
Discretionary Sales Tax	2,680,893	807,448	30%		2,552,013	101%
Police Forfeiture Fund	61,571	-	0%		-	0%
Police Education Fund	3,500	6,915	198%		6,523	109%
Gas Tax	1,260,707	838,505	67%		755,080	100%
Police Impact Fees	204,900	234,536	114%		11,040	105%
Fire Impact Fees	47,949	4,240	9%		10,120	4048%
Recreation Impact Fees	-	4,330	0%		185,580	103%
Building Fund	1,570,402	1,021,913	65%		1,161,983	66%
<u>Community Redevelopment Agencies</u>						
Greater Leesburg CRA fund	813,641	509,550	63%		632,609	88%
Carver Heights CRA fund	754,068	214,726	28%		507,209	71%
Highway 27/441 CRA fund	1,979,110	902,090	46%		925,433	65%
<u>Enterprise Funds</u>						
Stormwater Utility Fund	3,283,752	1,032,673	31%		1,068,515	44%
Electric Utility Fund	102,434,356	62,385,130	61%		63,339,384	83%
Gas Utility Fund	11,701,816	6,881,522	59%		6,908,454	63%
Water Utility Fund	17,810,382	7,613,158	43%		6,854,792	48%
Wastewater Utility Fund	63,932,687	10,709,818	17%		9,236,369	29%
Solid Waste Utility Fund	5,454,110	4,605,395	84%		4,462,145	87%
Airport Fund	7,050,961	2,435,855	35%		2,093,351	28%
<u>Internal Services Fund</u>						
Health Insurance Fund	7,769,137	6,962,861	90%		6,847,042	89%
Workers Comp Insurance Fund	1,160,309	1,010,913	87%		476,796	71%
Fleet Maintenance Fund	5,433,589	2,775,622	51%		2,976,289	68%
<u>Pension Trust Funds</u>						
Police Retirement Trust Fund	2,223,377	1,143,731	51%		1,666,671	85%
Fire Retirement Trust Fund	1,720,614	1,384,029	80%		1,307,493	78%
General Employees Trust Fund	3,240,408	2,694,390	83%		2,681,819	83%
Total All Funds	291,205,937	143,726,070	49%		146,855,416	68%

CITY OF LEESBURG
CASH AND INVESTMENTS BY FUND
7/31/2023

		GENERAL	SPECIAL REVENUE	DEBT SERVICE	CAPITAL PROJECTS	ELECTRIC UTILITY	GAS UTILITY	WATER UTILITY	WASTEWATER TREATMENT	COMMUNICATION	SANITATION SERVICES	STORM WATER	AIRPORT	BUILDING PERMITS	INTERNAL SERVICE
POOLED CASH & INVESTMENTS	TOTAL	FUND	FUNDS GROUP	FUNDS	FUND	FUND	FUND	FUND	FUND	FUND	FUND	FUND	FUND	FUND	FUNDS GROUP
OPERATING CASH	\$79,408,290.70	\$16,313,331.15	\$9,023,154.58	\$ 101,786.94	\$ 90,787.07	\$11,411,293.51	\$ 5,127,133.36	\$ 6,454,326.87	\$ 14,361,080.13		\$ 1,307,287.06	\$4,130,063.72	\$4,346,247.71	\$ 1,718,545.47	\$ 5,023,253.13
RESTRICTED CASH															
CUSTOMER DEPOSITS	6,905,553.58					5,118,289.89	1,075,263.41	700,525.28	1,820.00		9,655.00				
RENEWL & REPLCMNT	19,038,489.33	1,637,042.53	10,010.95			(476,944.22)	591,392.46	4,172,056.05	11,677,572.06		850,000.00				577,359.50
BOND/NOTE SINKING FUND	35,451,039.09		58,413.43			2,069,277.16	73,629.24	716,208.50	32,531,510.76						
INFRASTRUCTURE DEVELOPMENT															
SIGN GRANT & HUD SHIP	308,836.00		308,836.00												
HWY 441/27 CRA - Restricted Surplus	600,000.00		600,000.00												
IMPACT FEES	7,292,539.45														
OTHER RESTRICTED CASH	12,353,663.00				12,079,302.04										
DEVELOPER CONTRIBUTIONS	500,621.92		73,587.96			495,492.52	5,129.40		5,225,273.74						
RATE STABILIZATION	642,821.00					642,821.00									
SUBTOTAL OF RESTRICTED CASH	83,093,563.37	1,637,042.53	1,050,848.34		12,079,302.04	7,848,936.35	1,745,414.51	7,658,055.54	49,436,176.56		859,655.00				577,359.50
TOTAL POOLED CASH	\$162,501,854.07	\$ 17,950,373.68	\$ 10,074,002.92	\$ 101,786.94	\$ 12,170,089.11	\$ 19,260,229.86	\$ 6,872,547.87	\$ 14,112,382.41	\$ 63,797,256.69	\$ -	\$ 2,166,942.06	\$ 4,130,063.72	\$ 4,346,247.71	\$ 1,718,545.47	\$ 5,600,612.63
NON-POOLED RESTRICTED CASH															
CASH WITH FISCAL AGENT	2,034,612.42			1,084,870.15			159,294.97	331,346.10	459,101.20						
DEPOSITORY TRUST ACCOUNT															
DEP-WELLS FARGO															
SUBTOTAL NON-POOLED CASH	2,034,612.42			1,084,870.15			159,294.97	331,346.10	459,101.20						
TOTAL POOLED CASH AND INVEST	\$164,536,466.49	\$17,950,373.68	\$ 10,074,002.92	\$1,186,657.09	\$12,170,089.11	\$19,260,229.86	\$7,031,842.84	\$14,443,728.51	\$64,256,357.89		\$2,166,942.06	\$4,130,063.72	\$4,346,247.71	\$1,718,545.47	\$5,600,612.63

INDIVIDUAL SPECIAL REVENUE FUNDS

POOLED CASH & INVESTMENTS	SPECIAL REVENUE FUNDS TOTAL	HOUSING ASSISTANCE FUND	GREATER LEESBURG CRA FUND	CARVER HEIGHTS CRA FUND	HIGHWAY 441/27 CRA FUND	POLICE FORFEITURE FUND	POLICE EDUCATION FUND	DISCRETIONARY SALES TAX FUND	GAS TAX FUND	POLICE IMPACT FUND	FIRE IMPACT FUND	RECREATION IMPACT FUND
OPERATING CASH	\$ 9,023,154.58	\$ 212,955.28	\$ 247,756.54	\$ 570,510.34	\$ 3,212,364.42	\$ 145,482.30	\$ (1,617.98)	\$ 2,488,918.66	\$ 442,830.32	\$ 1,068,302.05	\$ 237,034.42	\$ 398,618.23
RESTRICTED CASH												
HUD SHIP PROGRAM & \$HOUSE PROCEEDS	73,587.96	73,587.96										
BOND/NOTE SINKING FUND	58,413.43		79,528.61		(21,115.18)							
SIGN GRANT	308,836.00		77,587.00	90,013.00	141,236.00							
R&R / OTHER RESTRICTED	10,010.95	10,010.95										
CUSTOMER DEPOSITS	600,000.00				600,000.00							
SUBTOTAL OF RESTRICTED CASH	\$ 1,050,848.34	\$ 83,598.91	\$ 157,115.61	\$ 90,013.00	\$ 720,120.82	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL POOLED CASH	\$ 10,074,002.92	\$ 296,554.19	\$ 404,872.15	\$ 660,523.34	\$ 3,932,485.24	\$ 145,482.30	\$ (1,617.98)	\$ 2,488,918.66	\$ 442,830.32	\$ 1,068,302.05	\$ 237,034.42	\$ 398,618.23
NON-POOLED RESTRICTED CASH												
DEP-WELLS FARGO	-											
SUBTOTAL NON-POOLED CASH	\$ -											
TOTAL POOLED CASH AND INVEST	\$ 10,074,002.92	\$ 296,554.19	\$ 404,872.15	\$ 660,523.34	\$ 3,932,485.24	\$ 145,482.30	\$ (1,617.98)	\$ 2,488,918.66	\$ 442,830.32	\$ 1,068,302.05	\$ 237,034.42	\$ 398,618.23

INTERNAL SERVICE FUNDS

POOLED CASH & INVESTMENTS	INTERNAL SERVICE FUNDS TOTAL	HEALTH INSURANCE FUND	WORKERS' COMPENSATION FUND	RISK MANAGEMENT FUND	FLEET MAINTENANCE FUND
OPERATING CASH	\$ 5,023,253.13	\$ 1,365,234.58	\$ 1,494,438.23	\$ -	\$ 2,163,580.32
RESTRICTED CASH	577,359.50				577,359.50
SUBTOTAL OF RESTRICTED CASH	\$ 577,359.50	\$ -	\$ -	\$ -	\$ 577,359.50
TOTAL POOLED CASH	\$ 5,600,612.63	\$ 1,365,234.58	\$ 1,494,438.23	\$ -	\$ 2,740,939.82
TOTAL POOLED CASH AND INVESTMENTS	\$ 5,600,612.63	\$ 1,365,234.58	\$ 1,494,438.23	\$ -	\$ 2,740,939.82

**CITY OF LEESBURG
INVESTMENT REPORT
7/31/2023**

DESCRIPTION	BALANCE 7/31/2023
BANK OPERATING AND SAVINGS ACCOUNTS	
Truist Bank - Disbursement	\$51,848,527
TD Bank - Savings	-
Southstate Bank - Savings	11,448
Southstate Bank - CD	2,000,000
JP Morgan - CD	5,000,000
Southstate Bank - CD	5,000,000
TD Bank - CD	4,000,000
Seaside Bank	4,090,721
	\$71,950,695
LOCAL GOVERNMENT INVESTMENT POOLS	
FLSAFE	8,127,441
FLCLASS	10,302,138
FLPRIME	14,276,580
	32,706,159
US BANK (Fiscal Agent)	2,034,612
CHANDLER ASSET MANAGEMENT (SECURITIES)	57,845,000
PUBLIC TRUST ADVISORS (SECURITIES)	0
	57,845,000
TOTAL INVESTMENTS	164,536,466
MARKET ADJUSTMENT	(540,572)
TOTAL VALUE OF INVESTMENTS	<u><u>\$163,995,894</u></u>

