

**AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, JULY 8, 2024 5:30 PM**

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS:

A. None

3. PRESENTATIONS:

A. None

4. PUBLIC COMMENTS:

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

5. CONSENT AGENDA:

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

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held June 10, 2024

2. Regular meeting held June 24, 2024

B. PURCHASING ITEMS:

1. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Professional Services Agreement with GAI Consultants, Inc. to provide professional services on a continuing basis for the City's Downtown Improvement project; and providing an effective date.**

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute an agreement to accept a TDC grant between Lake County, Florida, and the City of Leesburg; and providing an effective date.**
2. **Resolution of the City Commission of the City of Leesburg, Florida authorizing two projects proposed by the National Society Daughters of the American Revolution, Mary Ellen Robertson Chapter, in recognition of the 250th anniversary of the United States of America; and providing an effective date.**
3. **Resolution of the City Commission of the City of Leesburg, Florida, executing and submitting the Certification of Taxable Value for Fiscal Year 2024-25 to the Lake County Property Appraiser; and providing an effective date.**
4. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Temporary Utility Easement to the City of Leesburg from the School Board of Lake County, for the purpose of granting the City a Temporary Easement over property described therein; and providing an effective date.**
5. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Lake County Holdings, LLC, for the purpose of granting the City an Easement over the property described therein; and providing an effective date.**
6. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from Lazy Oaks Resort, LLC, joined by Lakeview North, LLC; and providing an effective date.**
7. **Resolution of the City Commission of the City of Leesburg, Florida, accepting an Easement for a public trail and utilities to the City of Leesburg from Beacon College, Inc., for the purpose of granting the City an Easement over the property described therein; and providing an effective date.**

8. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and Hanover Land Company, LLC, for the purpose of setting forth the terms under which the city will provide natural gas service to the development known as Lakewood Reserve Phase 1, 2, and 3; and providing an effective date**
9. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from The District Board of Trustees of Lake-Sumter State College for the purpose of granting the City an Easement over the property described therein; and providing an effective date.**
10. **Resolution of the City Commission of the City of Leesburg, Florida terminating an Electric Service Agreement between A.A. Moukhtara Co. and the City of Leesburg, Florida; terminating associated Letter of Credit; and providing an effective date. (Tara Oaks Phase 1 SW)**
11. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Modification of Fiscal Year 2023-24 Budget by adding three (3) entry level Firefighter positions; and providing an effective date.**

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

A. SECOND READING OF ORDINANCES

1. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 0.434 +/- acres; and being generally located south of Griffin Road and east of County Road 468, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; Providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 5; and providing an effective date. (Griffin Road Salon ANNX)**
2. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 0.434 +/- acres from Lake County Urban High Density to City of Leesburg General Commercial, for a property generally located south of Griffin Road and east of County Road 468, lying in Section 21, Township 19 South, Range 24 East, Lake**

County, Florida; and providing an effective date. (Griffin Road Salon SSCP)

- 3. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 0.434 +/- acres from Lake County RP (Residential Professional) to City of Leesburg SPUD (Small Planned Unit Development) to allow for a salon use for a property generally located south of Griffin Road and east of County Road 468, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Griffin Road Salon SPUD)**
- 4. An Ordinance of the City of Leesburg, Florida, adding a PDO (Planned Development Overlay), with a waiver from Section 25-282 (a) (1) PDO five-acre minimum, to the existing R-2 (Medium Density Residential) zoning, on approximately 0.70 +/- acres to allow for an office use for a property generally located east of North 13th Street and south of Webster Street, lying in Section 24, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Webster Street Office PDO)**

B. FIRST READING OF ORDINANCES

- 1. 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 2.4 +/- acres from General Commercial to Low Density Residential, for a property generally located north of Hill Street and east of Penn Street, lying in Section 22, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Penn Street Habitat SSCP)**
- 2. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 2.4 +/- acres from C-3 (Highway Commercial) to City of Leesburg SPUD (Small Planned Unit Development) to allow for 8 single-family residences on a property generally located north of Hill Street and east of Penn Street, lying in Section 22, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Penn Street Habitat SPUD)**
- 3. An Ordinance of the City of Leesburg, Florida enacting Article VII - "School Zone Speed Enforcement," Chapter 21 of the City's Code of Ordinances; providing for purpose, intent and definitions; establishing a School Zone Speed Enforcement program and authorizing the use of speed detection systems within the City; providing for program implementation requirements and designation of school zones; providing for enforcement and administrative procedures; providing for severability; providing for conflicts; providing for codification; and providing an effective date.**

C. NON-ROUTINE ITEMS

- 1. Selection of Voting Delegate for Florida League of Cities 2024 Conference**
- 2. Resolution of the City Commission of the City of Leesburg, Florida appointing a member to the General Employees Retirement Board of Trustees; and providing an effective date.**

7. INFORMATIONAL REPORTS:

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

- A. None**

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. ROLL CALL:

11. ADJOURN:

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

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

**AGENDA MINUTES
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, JUNE 10, 2024 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, June 10, 2024, at Leesburg City Hall. Mayor Burry called the meeting to order at 5:41 p.m. with the following members present:

Commissioner Allyson Berry
Commissioner Jay Connell (5:42 pm)
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, Deputy City Clerk (DCC) Anna Rottermond, the news media, and others.

INVOCATION

The invocation and pledge of allegiance were given at the Carver Heights Montclair Area Community Redevelopment Agency meeting held just prior to this meeting.

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

2. PROCLAMATIONS:

A. None

3. PRESENTATIONS:

A. **Employee Service Award Recognitions:**

Five Years: Curtis Black, Building; Shawna Blunt, Customer Service; Skyler Kirby, Water Distribution; and Tiffanie Morris, Building
Ten Years: Denise Adkins, Customer Service; and Mike Andrews, IT
Fifteen Years: Shannon Walsh, Police
Twenty Years: Patrick Henry, Building
Twenty-Five Years: Claude Allen, Electric Distribution; and Brian Andreichuk, Athletic Fields

Human Resource Director (HRD) Arriaga and **CM Minner** recognized each employee on their years of service and presented each of them with their service award.

4. PUBLIC COMMENTS:

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Evelyn Gould of 312 Nebraska Avenue stated she was there inquiring about the property located at 1138 Main Street. She sent a letter to the city attorney back in December about the foreclosure. She wanted an update on the property because she was still interested. **CA Watson** replied that he was unsure about the status, but if she provided an email, he would be in contact. **Ms. Gould** provided her email address.

5. CONSENT AGENDA:

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Items pulled for discussion:

5.B.1 - Execution of a Construction Services Agreement with Odyssey Manufacturing Company for the construction, upgrade, and maintenance of the Main Water Treatment Plant and a fluoride system.

Commissioner Reisman moved to adopt the Consent Agenda except for 5.B.1, 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 May 28, 2024

B. PURCHASING ITEMS:

1. Resolution of the City Commission of the City of Leesburg, Florida

authorizing the Mayor and City Clerk to execute a Construction Services Agreement with Odyssey Manufacturing Company for the construction, upgrade and maintenance of the Main Water Treatment Plant and a fluoride system; and providing an effective date.

ADOPTED RESOLUTION 11,829

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

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

Mayor Burry requested comments from the Commission and the audience.

Commissioner Connell asked for a brief update. He wanted to know how many cities in the county put fluoride in the water. **CM Minner** stated this would be the last time this item comes before the commission. Based on the vote, if they voted no, they would not move forward with the contract to fluoridate the water. A yes vote would approve the contract for \$519,000, and put fluoride in the water. There was \$600,000 budgeted, and we will be about \$100,000 under budget. This will be the last vote in the series about whether to put fluoride in the water or not. He was unable to answer which Lake County communities currently fluoridate their water, but that information was provided previously. In the State of Florida, the lion's share of communities do fluoridate their water. **Commissioner Connell** inquired about the annual maintenance costs. **CM Minner** responded it was estimated to be around \$60,000 annually. **Commissioner Connell** wanted to verify if that was just for the chemicals or if that included maintenance. **CM Minner** replied both. It covers the chemicals and if something were to breakdown, it would be woven into the operating procedures. He could not say there would not be an increase to operating costs beyond the estimate, because there are possibilities that something could break. However, that would be paid for during that fiscal year's budget. There are always possibilities that something small could break, and they do not feel the ripple, but if something major breaks, they will feel it. He believes \$60,000 is a good operational estimate. **Commissioner Connell** asked if the fluoride would be put into just one well. **CM Minner** answered it would be put in at the main water treatment plant which will serve the lions share of the community. **Commissioner Connell** wanted to verify that they would only be injecting this into one well, and if the fluoride would make it throughout the city at the correct levels? **CM Minner** responded it would make it to the majority of core Leesburg. It would not make it to the peripheries of the Plantation community. That water will not be fluoridated. It will reach the core of Leesburg, which consists of Carver Heights, the downtown, Beverly Shores and Palmora Park. It would cover the core of Leesburg between the lakes. The lion's share of our customers in core Leesburg will have fluoridated water. **Commissioner Connell** questioned the possibility of this affecting the water rates. **CM Minner** mentioned that it would not affect the water rates for FY 24 and right now they do not show an increase for FY 25. Having said that, that does not mean they will not come back to the commission for FY 25 or in the future seeking an increase. If they did seek an increase, it would not be specifically due to fluoride, it would be due to capital issues or inflationary issues, those types of things. **Commissioner Connell** inquired if fluoride could be a factor for an increase. **CM Miner** replied it would be as much of a factor as the pioneering agreement they made on CR 44. If he wanted to single out fluoridation as a sole reason for a potential future increase, the answer would be no. If there was an operational issue or another issue that involved the water treatment plant, then the answer would be yes. **Commissioner Berry** questioned the time frame for putting fluoride in the water. **CM Minner** responded that in order to implement the process, it should take less than six months once they receive the green light to proceed. **Mayor Burry** asked if there was any public comment.

Chris Wollenschlaeger of 33050 Professional Drive said he was an orthodontist. He has been practicing in Leesburg for about six years. He was there representing himself, the Lake County Dental Association and his father, who had been practicing in Leesburg for thirty plus years. His father could not make it because he was seeing a patient. To answer the question about which cities fluoridate the water, that would be Umatilla, Tavares, and Eustis. This issue was brought up a year or two ago when he and his father noticed more and more patients having cavities. The cavities they saw were not in typical areas. They saw teeth with deep grooves, and cavities were on the faces of the teeth. They were finding cavities and decay in areas that could be easily brushed and cleaned. He asked his father if Leesburg fluoridated the water, and he was told that back in 2004 a water report stated the city was no longer putting fluoride in the water. He called the city, and was told the machine broke and that was it. It was over and done. Since 2004, his father has seen a huge increase in cavities and decay. More than he had ever seen in his patients. He was there to ask the city to please put fluoride back in the water. Fluoride is a naturally occurring mineral found in water. In fact, it is in most surface waters, but it is not at a level high enough to protect against cavities. Places like Colorado Springs have a natural level and the rate of decay there is much lower due to the fact that they have fluoride in the water. He was there asking to have a mineral (fluoride) added to the water. It is much like chlorine that is already added to the water. In fact, chlorine is in the water to fight dysentery. He asked to have fluoride added to help fight tooth decay. Fluoride helps people of all ages. It also helps those who do not have access to dentistry and healthcare. Fluoride helps everyone, and in the end, it will save citizens money. The city does pay for the investment, but in the end it will save the citizens' money. It also helps the most vulnerable people in this area.

Commissioner Connell asked, hypothetically, how much tap water does an average person consume in Leesburg? **Dr. Wollenschlaeger** responded that he had asked his patients if they drank the tap water and the response he got was no. He then asked if they drank the water from the refrigerator tap, and they said yes. They drink the water from the refrigerator tap all the time. Well, guess what, those filters do not take out fluoride. He was surprised to learn about how many people actually drink tap water who do not know they are consuming tap water. If people use the ice out of their ice machines, it is also tap water that has fluoride in it. If you cook pasta with tap water, that can convey fluoride to the food they eat. People may not drink the water straight out of the spigot or the hose, but they are certainly consuming the water. Despite the fact that some of this will go into the lawn or down the drain, the amount that is consumed by humans will help fight tooth decay. The amount that goes down the drain is irrelevant, because the amount that is consumed helps, and it will reduce decay by at least 25%. **Commissioner Connell** asked about side effects. **Dr. Wollenschlaeger** answered just like anything, if you consume too much of it, it can be a bad thing. There is chlorine in the water and if the chlorine levels get out of control there could be side effects. In this case, if fluoride levels are properly managed and maintained, the most you may see are some white flecking spots on teeth. The white flecking is called fluorosis, and it could leave little white specks in your teeth. As long as the people in charge of managing the water are responsible and know what they are doing, the side effects are really nullified. If you Google it, there may be arguments about IQ's being decreased, but there has not been any serious research that suggests that. Fluoride has been used for seventy plus years and most people were raised in areas that had fluoride in the water.

Commissioner Connell asked about the average toothpaste and if brushing your teeth a couple of times a day was not sufficient? **Dr. Wollenschlaeger** stated that most toothpaste is not at a prescription strength level. Most toothpaste tends to have very low levels of fluoride, and we have to remember that toothpaste gets brushed and salivated in your mouth. It goes away fairly quickly, and it does not have a chance to absorb into your teeth. In the past, it was suggested to hold a fluoride day in schools, but the issue with that is the administration of it and getting kids to brush their teeth can be a task. Adding fluoride to the water will make it less of a hassle because kids do drink water. When teeth are developing, having fluoride added into the matrix bestows a stronger tooth structure. Brushing your teeth alone will not help with that. You have to remember the adult teeth are still under the gums, so brushing alone will not help. Fluoride helps adults and children, but they still have to brush their teeth on a regular basis and use a

toothpaste that has fluoride in it. A lot of people have to pay extra to get good fluoride toothpaste. It costs anywhere between ten and twenty dollars. If they just added fluoride to the water, it would cost about a dollar per person. They can pay ten to twenty dollars for a tube of toothpaste, or drink some water and call it a day.

Commissioner Connell questioned the average toothpaste and if it had the proper levels of fluoride? **Dr. Wollenschlaeger** responded that typical toothpaste purchased from Walgreens or CVS does not contain the higher levels of fluoride that are prescribed by a dentist.

Don Ikka of 8301 CR 44 said he was a general dentist. He has been in practice for forty-two years. On February 25, 1945, Grand Rapids, Michigan was the first city in the United States to institute fluoridation. That was almost eighty years ago, and through those eighty years there have been numerous peer-reviewed research projects done that prove both the safety and efficacy of fluoride. So much that the Center for Disease Control placed fluoridation of city waters as one of the top ten public health initiatives for the United States in the 20th Century. It has been proven that it works. He asked for the commission's support to fluoridate the water in Leesburg.

Wade Winker of 728 Boylston Street commended the commission for considering this important preventive health care initiative. He asked for their support of water fluoridation in Leesburg. He has practiced dentistry in Eustis for twenty-nine years. Fluoride in toothpaste is almost always stannous fluoride. That is not the kind of fluoride they want in the water supply. It is sodium fluoride. Sodium fluoride gets incorporated into the enamel during development, which gives a much harder enamel. He believed there was a slight breakdown in communication, because when an orthodontist sees a patient with decay, they will put them on a five thousand part per million toothpaste. You cannot purchase it at any regular store, you have to buy it from a pharmacist. Community water fluoridation is a cost-saving intervention treatment and the Center for Disease Control says it is the most cost-effective method of delivering fluoride to all members of the community, regardless of age, education, or income level. It has shown to decrease the burden on our health care system. Many people have to go to hospital due to tooth-related problems, and the hospitals can not treat tooth-related problems. They will put them on antibiotics or pain medication, and tell them to see a dentist. Hospitals do not give dentists any privileges, so adding fluoride to the water will save everyone in the long run. For every dollar spent, there will be twenty to fifty dollars saved in dental expenses per person. In Leesburg, the return on investment over ten years will be over twenty-five million dollars. If they factor the five hundred and seventeen thousand dollar startup cost and sixty thousand dollars annually, this represents a savings of five hundred and seven dollars for every person who lives in Leesburg, along with the reduction of pain, suffering, loss of productivity, and quality of life. He supports community water fluoridation for Leesburg. It will be a tremendous health benefit for Leesburg, and it gives the kids a fighting chance at a lifetime of dental health.

Johnny Johnson, a former pediatric dentist in Florida, said he was clinically disabled from practicing. He currently resides in Chiefland, Florida. He was asked by Dr. Winker to come speak on fluoridation because he is referred to as a subject-matter expert. He has helped other communities around the country with fluoridating the water. As dentists, they want to see dental decay/cavities go away. It is a disease, and it is the most common chronic disease of adults and children throughout the US and the world. It is more common than asthma, obesity, and diabetes. It is an infectious and transmissible disease. When people have a lot of cavities, the bacteria in their mouth produces more acid, and it can be passed onto their kids if they are kissed. Water fluoridation is the next best thing to sliced bread. In 1901, they discovered that at a really high level fluoride could cause a white stain on the teeth, but people had very few cavities. In 1945, the Public Health Service learned that, at a low level, people had very few cavities. By the 1930s, studies were showing that most people had almost no cavities. Jacksonville, Florida has naturally fluoridated water. They do not have to add anything to it and their teeth are great. Twelve

million people in this country have water that has the right amount of fluoride. By approving this, they would add a minuscule amount of fluoride to the water. Most water in Florida has about .2 mg per liter of water and .7 milligrams per liter of water is considered the optimal amount. Therefore, at .7 milligrams per liter of water would have the maximum cavity reduction and there may be a few small white areas called dental fluorosis. Everyone would benefit from having fluoride in the water and the poor would benefit the most. Leesburg has a 20% poverty level, and they have twice as many cavities. Even if someone never goes to go to the dentist, fluoridation will stop 25% of cavities, and they will say 50% or more if they see a dentist. One of the greatest things about fluoridated water is that it prevents about two thirds of children from having a mouth full of cavities. It will save them from having to be put under general anesthesia to fix their teeth. Think about how a child feels having to be put under anesthesia to have their teeth fixed. That has to be tough. There are a lot of opposition claims made against fluoridation, but the overwhelming body of scientific evidence says water fluoridation is effective in reducing cavities, and it is safe. At the right level, fluoride does not hurt your body. The only thing it can do is leave a few little white marks. The EPA sets a maximum amount allowed for water fluoridation. You cannot have a healthy body without having healthy teeth. He could not emphasize it enough. They are advocating for something that would cost dentists money. The dentists will make less money. He does not know any other business model that looks at that positively, but they are. The best way to fight tooth decay is through water fluoridation, routine dental checkups, and toothpaste with fluoride. Fluoride in the water will help with the development of teeth in children up to the age of eight while their permanent teeth are developing under the gums. It will make the teeth harder from the inside out and their teeth will be more resistant to cavities. He humbly asked that the city begin fluoridation.

Summer Young of 31341 Indianola Drive, said she had a general practice in Eustis, Florida and she volunteers her services sixteen to twenty days per year. When she volunteers, she only sees adults and all services are available for free. When she volunteers, the clinic is not available for children. The population as a whole would benefit from water fluoridation. With the aging population, they are on multiple medications due to multiple systemic diseases and that increases the risk of cavities. A lot of people are on selective serotonin reuptake inhibitors (SSRI), which cause dry mouth and that puts them at a higher cavity risk. Water fluoridation helps decrease the cavity risk. This will help fortify children's teeth because many children are picky eaters and/or lactose intolerant. Fluoride exposure during tooth development creates a stronger tooth, and it will be more resistant to cavities. Cavities are dangerous for children because they can travel into facial space and cause an infection quickly. Facial infections can travel to the brain overnight. It can also travel into the mediastinal space, which can travel straight to the heart and cause death. Even if the child receives intervention from a dentist, the danger is not over because that child has to be seen in an emergency room setting. If a child needed to have several crowns at one time with root canals, they would need to be put under general anesthesia. The problem is that some children have never been to the dentist. Oral health increases the overall quality of life. Fake teeth have one fifth the chewing power of natural teeth. She grew up a Medicaid kid, she has a twin and her twin brother hated water. She grew up in Bradenton where the water has been fluoridated since the 1970s. She has no cavities and her twin brother, who never drank water, has only five teeth remaining. She asked that the city put fluoroid in the water for this community.

Mayor Burry asked if there were any other comments or questions. There were none.

The roll call vote was:

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

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

2. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services Agreement with Bulldog Site Work, LLC., for the construction, upgrade and maintenance of the Center Street Storm Water Project; and providing an effective date.**

ADOPTED RESOLUTION 11,830

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida, approving a Proportionate Share Mitigation Agreement entered into by and between the School Board of Lake County, Florida, Tierra Vista, and the City of Leesburg, Florida to allow for payment of Lake County School Impact Fees; and providing an effective date. (Tierra Vista fka Aguia Property)**

ADOPTED RESOLUTION 11,831

2. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and James Landing Holdings, LLC, regarding natural gas service to the development known as James Landing, Phase 1; and providing an effective date.**

ADOPTED RESOLUTION 11,832

3. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and Vetta Pre School, LLC regarding natural gas service to the development known as Sunnyside Oaks; and providing an effective date.**

ADOPTED RESOLUTION 11,833

4. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute Public Transportation Grant Agreement FM No. 454745-1-94-01, between the City of Leesburg and the State of Florida Department of Transportation, for Preliminary Environmental Assessment for the Northeast Quadrant of the Leesburg International Airport; and providing an effective date.**

ADOPTED RESOLUTION 11,834

5. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Task Order with AVCON, Inc., for professional services at the Leesburg International Airport, for a Preliminary Environmental Assessment of the Northeast Quadrant of the Airport, and providing an effective date.**

ADOPTED RESOLUTION 11,835

6. **Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for the Groves at Whitmarsh, Phase 1, a subdivision of the City of Leesburg, Florida, being a portion of Sections 35 and 36, Township 20 South, Range 24 East and Sections 1 and 2, Township 21 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Groves at Whitmarsh Phase 1 Plat)**

ADOPTED RESOLUTION 11,836

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

A. SECOND READING OF ORDINANCES

1. **An Ordinance of the City of Leesburg, rescinding the development order approved by Resolution 8758 on December 14, 2009, for a Development of Regional Impact (DRI) on property known as Secret Promise; and providing an effective date. (Sec Prom DRI Recission)**

ADOPTED ORDINANCE 24-32

Mayor Burry asked the city attorney to swear in anyone wishing to provide testimony. **CA Watson** asked anyone wishing to provide evidence or testimony under items 6A or 6B to stand and raise their right hand. He swore them all in.

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.

PZD Miller stated back in December 2009 the city commission approved a development order under Resolution 8578 for the property known as Secret Promise. The Villages and their business partners recently purchased this property. It consists of approximately 3,800 acres and is generally located south

of the Florida Turnpike, west of CR 48 and east of the Sumter County line. Chapter 380 of the Florida Statutes allows for a developer to request that a development order be rescinded if certain requirements are met. The requirement in this case is that no development has occurred on the property. In addition, the current development order for Secret Promise is no longer needed as it does not match the new development proposed by The Villages. They are requesting approval of the rescission of the old development of regional impact (DRI). It will be followed by some rezoning cases to cover and correct this. **Commissioner Connell** asked if this property was already in the City of Leesburg. **PZD Miller** answered yes. **Commissioner Connell** wanted to know if it was already approved for development. **PZD Miller** replied yes. **Commissioner Connell** inquired if this was to modify the existing approval to match the layout development that The Villages wants to do. **PZD Miller** agreed. **Commissioner Connell** asked if this were not approved, could the property be, theoretically, developed under the present zoning? **PZD Miller** said yes, it could be developed at the same level of density, intensity, and same numbers. The Villages are not asking for anything extra here. They are simply asking to develop the property under their style of development. **Commissioner Connell** asked about the present density compared to what is being requested. **PZD Miller** said he believed it was 7,000 plus. It was a significant number and 6,800 was an easy number to remember, but The Villages are asking for no more than what was already existing on the property. **Commissioner Connell** wanted to clarify if that was for the number of units. **PZD Miller** answered yes. An advantage of The Villages is that they are a 55+ community, and it has been shown they drive a lot less. If The Villages development request were not approved, the development that could occur would be what they call an open market. It would be open to any age, which is fine, but remember those folks drive a lot more. They would be families who take multiple road trips to get kids around. The 55+ market drives a lot less and The Villages is particularly good at managing the trips inside their boundaries. **Commissioner Connell** asked if The Villages had any long-term goals for addressing the roads on CR 33 and CR 48 with all the development they are adding. **PZD Miller** stated The Villages works with Lake County, and they are happy to do whatever is needed. He would let them address that question, but given the amount of traffic that is happening at that intersection and the amount of development pressure in that area, once the rooftops appear, Lake County will have to work on it. They will not be able to ignore that many voters. There will be enough tax dollars and people to put pressure on elected officials. **Commissioner Connell** said at some point they will have to address the two-lane road after putting twenty thousand additional houses on it. He wondered about the time frame for when that would be addressed. **PZD Miller** responded that he did not know when that would happen.

Marty Dzuro, a representative for The Villages, 3601 Kiessel Road, said one thing to keep in mind is The Villages of West Lake and all of their entitlements have already been approved. Those were the actions before them in earlier days. With the 3,000 acres, they are not asking for anything more than what the entitlements were for Secret Promise. They are taking the same numbers and spreading them out on more land. There will not be any additional impacts. The impacts have already been studied and reported, and they are working with Lake County. There are three phases, and one phase has already begun. They are putting four lanes on CR 470, which includes a bridge over the Turnpike. There will be other intersection improvements but all the impacts, traffic, and schools, have already been studied and approved. All items on the agenda are to bring the Secret Promise property in. They are not asking for anything further. They are not changing any impacts that were already studied and reported on. **Commissioner Connell** commented for the record, as far as Secret Promise goes, it was a previous commission that annexed this property into the city. **Mr. Dzuro** agreed. **Commissioner Connell** stated he wanted to make that clear for the record. **Mr. Dzuro** said Secret Promise right now is a DRI. It would be similar to an owner having property zoned industrial, and the person buying may not want industrial, they want commercial. That is basically what is happening here. What they designed and asked for in 2009 will not work today. It is not The Villages' method of developing. **CM Minner** pointed out that this was the third or fourth meeting where transportation had come up from CR 33, CR 48, and the CR 470 intersection. They have heard a

lot of complaints about traffic and how the government does things backwards. That is not correct, that was not how it happened in the south end of the county. There was a statement about how they did it right in South Lake County, and that they did it before the growth and how Leesburg is doing it wrong. We have heard that time and time again from residents who come up to the podium. They say that and they believe that. They also show data, but it is not factual information. What is factual is that the government in Florida builds roads after they have received impact fee money. Case in point, Lake County had four distinct transportation districts and each district had different impact fees. They had different levels based on where they were and where it was politically acceptable to get more impact fee revenues. The ponderance of expenditure in Lake County on road improvements has been spent in the South District, which includes Clermont, Groveland, Mascotte, and Minneola. That is where the preponderance of growth has come, and the road improvement projects that we now see under construction are being done with impact fee money that was previously collected. So, the road improvement projects we see in South Lake are being built post facto. Within the last year, Lake County has changed the impact fee districts and the amount of money they are collecting. Now, what has changed, they isolated The Villages because The Villages has maintained a lower impact fee than the rest of the county. They did not get a special deal, because The Villages proved that their model has less impact on county, state, and regional roads. The Villages do it time and time again. It was not an advocacy for The Villages, he was just providing facts. The Villages model limits traffic on roads. Now, where is all the traffic coming from at CR 33, CR 48, and CR 470? Is that traffic coming from The Villages? Perhaps some of it is from The Villages, but Leesburg is a crossroads in Lake County. Leesburg has always been a crossroads where all roads in Lake County lead to Leesburg. The planning and zoning director presented this information as part of his comprehensive plan update. He stated the majority of people come to and leave Leesburg for work compared to people living and working in Leesburg. That means growth in South Lake is coming up from CR 33, CR 48, CR 565, and US 19 to US 27. They are passing through. More traffic comes up on SR 44 from development around us than in us. Secondly, the City of Leesburg has seen almost a billion dollar increase in our assessed value and 90% of that increase has come from The Villages. If they look at the monthly reports, the city has tracked and compared The Villages' growth versus Leesburg's growth. Leesburg is everything else outside The Villages. The Villages growth in Leesburg are The Villages of West Lake, which has about 3,200 units and the preponderance of those units are complete. This year we saw an additional increase of about \$700 million in assessed value. We will now see that number return to normal. For months, we have seen certificates of occupancy being issued in The Villages at a rate somewhere between 250 and 300 units a month. It has varied, but the average was about 275ish over the last eighteen to twenty-four months. In the last monthly report, that number dropped off to average what core Leesburg is doing. He defined core Leesburg as being from the US 27 Turnpike Interchange all the way up to CR 44 and Poe Road, up US 441 to Fruitland Park and out to Sunnyside. It is everything in Leesburg except for the Villages of West Lake. The numbers this year for core Leesburg never exceeded forty units a month for certificates of occupancy. That means The Villages has been the growth factor while the rest of Leesburg had pretty slow growth. It pretty much matched the numbers the planning and zoning director showed in his presentation. He is not a traffic engineer, but most of the traffic comes from non-Leesburg traffic and a little comes from The Villages. The county has recognized that CR 48, CR 33, and CR 470 are an issue. There was an expenditure to commence a study on that area, and if that study is approved it will take place during the next fiscal year. That would be after October 1st of this year. That study will dictate what improvements need to be made to that intersection. That was important information to share, because he had just recently received information about a study for that intersection. So, the county is looking at it. Again, any improvements made to CR 48, CR 33, and CR 470 will come from impact fees and those impact fees are created from development in the northern district, not including The Villages. That does not mean if they identify problems that they will not fund an improvement. He could not speak about that because that is a county issue. Right now, the northern district has relatively small collections of impact fees, and they are looking to study that intersection. Hopefully, over the next twelve months,

there will be a solution to how that intersection will be addressed.

Danny Watson, who resides at the tail end of South Quarters Road in Okahumpka, said he heard what was said about the traffic. He has lived there over fifty years and there are senior citizens in his area who are scared to leave their homes. They do not want to go out on CR 470, CR 33, or CR 48. They are suffering from what The Villages and other developers have done in Okahumpka. The developers put all the suffering on them. He knows he cannot stop progress, but he cannot see how traffic is not a problem. They talk about traffic all the time and it is not getting any better. He used to be able to get on CR 470 to come to Leesburg without any problems. Now, if no one is courteous enough to let him in, he has to sit there for ten to fifteen minutes. He knows development is the future, but Lake County needs to do something about the traffic before building homes. They are stuck, and they do not know which way to go.

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 ordinance.

2. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 79.2 +/- acres; and being generally located west of the Florida Turnpike and south of County Road 470, lying in Section 18, Township 20 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 3; and providing an effective date. (VOWL 6th SP ANNX)**

ADOPTED ORDINANCE 24-29

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 Berry seconded the motion.

Mayor Burry requested comments from the Commission and the audience.

PZD Miller said they approved the rescission of the Secret Promise DRI, and now they need to apply some standards to the property, so work can move forward. The Villages have requested to apply the age-restricted development (ARD) standards which were adopted a few years ago in the city's code of ordinances. There were three cases coming up, and the first was the annexation of eighty acres. Following that is the large-scale comp plan map and text amendment and the rezoning to ARD. The annexation is for eighty acres and the rezoning will cover a little over four thousand acres. It will cover

the entire area, including eighty acres. **Mayor Burry** (referring to the aerial map) asked when crossing CR 470, did they already bring in the two blocks, and would this be the third block to the north end of Secret Promise? **PZD Miller** answered on the annexation, yes. **Mayor Burry** wanted to verify that the two blocks were already in the city and this added another block to the other two blocks and the Secret Promise land located just below it. **PZD Miller** said each block is about eighty acres. To the left of the block is the Sumter County line. They would like to bring in the last block which lines up with the Secret Promise property. **Mayor Burry** wanted to confirm that this would all be part of the whole. **PZD Miller** agreed. **Commissioner Connell** wanted to verify that the 79.2 acres were not presently in the city. **PZD Miller** stated that was correct. **Commissioner Connell** asked if this was being brought into the city and added to the Secret Promise. **PZD Miller** stated it would be added to The Villages. **Commissioner Connell** asked if The Villages wanted to add any additional units on top of what was being proposed. Would it be more than what Secret Promise proposed? **PZD Miller** answered no. They are keeping the entitlements of the Secret Promise the same. They are just adding to the acreage slightly, which reduces the number. **Commissioner Connell** wanted to verify that this would reduce the overall density, and that they are not increasing the number of units. **PZD Miller** said correct. **Mayor Burry** asked if there were any further questions or comments. There were none.

The roll call vote was:

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

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

3. **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 4,192.5 +/- acres of property from Leesburg Conservation, SP Mixed Use, Institutional, Industry and Technology Commerce Park, and Lake County Regional Office to Age Restricted Development for a property generally located east and west of the Florida Turnpike and north of County Road 48, lying in Sections 16, 17, 18, 20, 21, 28, 29, 30, 31, & 32, Township 20 South, Range 24 East, Lake County, Florida; and delete the Secret Promise DRI policies found in Future Land Use Element Objective 1.14.1 and Policies 1.14.1.1 through 1.14.1.6; and to amend Future Land Use Policy 1.1.6 to address wetland and habitat protection, land use planning and other issues; and to amend Future Land Use Policy 1.1.1 to add Commercial Centers to the list of non-residential centers permitted a 3.0 FAR; and providing an effective date. (VOWL 6th SP LSCP)**

ADOPTED ORDINANCE 24-30

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.

Commissioner Connell wanted to confirm that this was a combination of the Secret Promise and the seventy-nine acres. **PZD Miller** answered yes. **Mayor Burry** asked if there were any further questions. There were none.

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 ordinance.

4. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 4,192.5 +/- acres from City C-3 (Highway Commercial), M-1 (Industrial), R-1-A (Single Family Residential), PUD (Planned Unit Development), and Lake County HM (Highway Industrial) to City ARD (Age Restricted Development) for a property generally located east and west of the Florida Turnpike and north of County Road 48, lying in Sections 16, 17, 18, 20, 21, 28, 29, 30, 31, & 32, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (VOWL 6th SP RZ)**

ADOPTED ORDINANCE 24-31

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	Yes

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

5. **An Ordinance of the City of Leesburg, Florida, Request for a Chapter 163 Florida Statutes Development Agreement amendment for The Villages of West Lake Area A, to incorporate the property known as Secret Promise with other adjacent properties; to update the agreement to reflect year and remove information no longer needed; to clarify the definition of VLC**

(Villages Land Company) to include the affiliates of VLC; to add references to community support districts which allow non-age restricted residential uses; to incorporate and update the provisions that were contained in Chapter 163 Public Facilities Agreement between The Villages and the City. The Public Facilities Agreement and amendments will be terminated when this Chapter 163 Florida Statutes Agreement amendment is completely and fully executed; to update the agreement to reflect the current requirements in Florida Statutes for Chapter 163 Agreements; this request does not include changes to population density, building height or intensity; for a property generally located north and south of the Florida Turnpike, west of County Road 48, and east of the Sumter County line, as legally described in Sections 06, 07, 08, 09, 16, 17, 18, 19, 20, 21, 29, 30, 31, and 32, Township 20 south, Range 24 east, Lake County, Florida; and providing an effective date. (VOWL Chapter 163 Agreement Amendment Area A)

ADOPTED ORDINANCE 24-18

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.

PZD Miller stated, in concert with the development of regional impact (DRI) rescission, the eighty acre annexation and the rezoning, they also have two development agreement amendments. They are also called the Chapter 163 Agreements, which are between a local government and a developer. They allow for provisions that give specific long-term certainty in terms of development. They normally cover a 30-year time span, and give the rights and responsibilities of each party. It allows the general-public to see and know what to expect. The city entered into these agreements several years ago under a 163A and a 163B, which reference different geographic areas. Generally speaking, the 163A agreement is the northern area of The Villages development and the 163B is the southern area going south along CR 48. The amendment to the 163A agreement would incorporate the Secret Promise area and is anticipated to be completely age-restricted. Area B will incorporate some community support districts. The Villages have done a really smart thing, because they are allowing folks who are not fifty-five years old who work in The Villages to purchase and live in this community-support district. This helps, so the residents do not have to make long trips back and forth to work. A couple of weeks ago we talked about how we have problems with pass-through traffic and this will help reduce that number. Both agreements have provisions for how the City and The Villages will execute public infrastructure needs, including water, wastewater, solid waste, etc. His office has reviewed the agreements with the city attorney and city manager. The large scale comp plan case was forwarded to the Department of Commerce, and no comments were received. Darren Taylor of Holtzman Vogle in Tallahassee was there along with Marty Dzuro and Brandon Maltook of The Villages. **Mayor Burry** asked if there were any further questions or comments. 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 ordinance.

6. **An Ordinance of the City of Leesburg, Florida, Request for a Chapter 163 Florida Statutes Development Agreement Amendment for The Villages of West Lake Area B, to update the agreement to reflect year and remove information no longer needed; to clarify the definition of VLC (Villages Land Company) to include the affiliates of VLC; to add references to community support districts which allow non-age restricted residential uses; to incorporate and update the provisions that were contained in Chapter 163 Public Facilities Agreement between The Villages and the City. The Public Facilities Agreement and amendments will be terminated when this Chapter 163 Florida Statutes Agreement Amendment is completely and fully executed; to update the agreement to reflect the current requirements in Florida Statutes for Chapter 163 Agreements; this request does not include changes to population density, building height or intensity; for a property generally located north and south of the Florida Turnpike, west of County Road 48, and east of the Sumter County line, as legally described in Sections 06, 07, 08, 09, 16, 17, 18, 19, 20, 21, 29, 30, 31, and 32, Township 20 south, Range 24 east, Lake County, Florida; and providing an effective date. (VOWL Chapter 163 Agreement Amendment Area B)**

ADOPTED ORDINANCE 24-19

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 Berry seconded the motion.

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

The roll call vote was:

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

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

7. **An Ordinance of the City of Leesburg, Florida, amending and restating Ordinance No. 2018-2, as amended by Ordinance No. 2018-35, and as further amended by Ordinance No. 20-14; providing a short title, providing findings and intent; granting certain non-exclusive Franchises to**

Gibson Place Utility Company, LLC, Gibson Place Water Conservation Authority, LLC, Blue Goose Utility Company, LLC, Blue Goose Water Conservation Authority, LLC, Okeehumkee Utility Company, LLC, Okeehumkee Water Conservation Authority, LLC, and their successors and assigns (Each a Franchise, and sometimes collectively referred to herein as the "Franchisees"); a Franchise period of 30 years to construct, own, operate and maintain certain services and facilities to serve areas within and adjacent to The Villages Age Restricted Development; setting forth the terms and conditions under which such Franchises shall operate; providing for conflict and severability; and providing an effective date.

ADOPTED ORDINANCE 24-24

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

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

- 8. An Ordinance of the City of Leesburg, Florida, providing a short title; providing findings and intent; granting a non-exclusive Franchise to Tri-County Sanitation, LLC, and its successors and assigns ("Franchisee"); a franchise for a period of 30 years to construct, own, operate and maintain certain services and facilities to serve areas within and adjacent to The Villages Age Restricted Development; setting forth the terms and conditions under which such Franchise shall operate; providing for conflict and severability; and providing an effective date.**

ADOPTED ORDINANCE 24-25

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	Yes

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

9. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 47.68 +/- acres; and being generally located east of U.S. Highway 27 and north of Windmill Road, lying in Section 25, Township 20 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 3; and providing an effective date. (Mar-Jo Pines Sharp Properties ANNEX)**

ADOPTED ORDINANCE 24-26

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.

PZD Miller stated this property was generally located east of US Highway 27 and north of Windmill Road. There is a current PUD zoning for the property to the east and the south under PUD Ordinance 22-46. Referring to an aerial map, he showed the subject property, and the surrounding property. The applicants would like to take the existing one hundred acres, which consists of the property under Ordinance 22-46, which includes two hundred and seventy-one units, at 2.7 units per acre. They would like to add the 7.68 acres to give them one hundred and forty-eight acres total. Between all the properties there would be four hundred and two units, which maintains the 2.7 units per acre density. They are taking their existing property, annexing the 47.68 acres to put in a small-scale comp plan of estate-residential. They would apply the PUD to all three pieces which only extends the PUD. It is a standard PUD with 2.7 units an acre. There will be three different lot sizes; 50, 60, and 70. It will include dark sky lighting and two trees in each yard. There will be a roundabout in the design to keep traffic flowing. There is 80,000 square feet of recreation as required, protection of wetlands, a restriction on the types of grass for less water usage. They are working with Lake County and FDOT to provide any necessary transportation improvements which may include signalization. He was almost certain that it would require some turn lanes. **Mayor Burry** asked if this would be off Windmill Road. **PZD Miller** answered yes. This was the second reading and several people were in attendance, including Andrew McCallan and Luke Clawson, to answer any questions. **Commissioner Connell** asked about the additional units they would be adding to what had already been approved. **PZD Miller** answered it would add one hundred and thirty-one units and forty-eight acres to the existing PUD. **Commissioner Connell** questioned if this

would have age restrictions. **PZD Miller** said no, not that he was aware of. **Commissioner Connell** said he was just curious. **Mayor Burry** said, with the other developments surrounding this, could he talk more about inner connectivity? **PZD Miller** stated within the comprehensive plan there are requirements for inner connectivity between neighborhoods. When we have large undeveloped areas such as this where new neighborhoods are coming in, they are required through a comprehensive plan to connect. Once the first subdivision is built, all the other subdivisions will have to join. There will be stub outs, which are basically a street cut off, and the new neighborhoods will have to match up their roads to allow for connectivity between the neighborhoods. **Commissioner Connell** stated that we do not have control over property that has already been annexed into the city, but with this one they were not stuck with it. We do not have to accept this, we do not need to annex or rezone any more property. We have over 30,000 available lots in the city, and based on what the city manager said about our present growth rate, excluding The Villages, we have enough lots in the city for development to last sixty years. How much more do we need to annex? Enough is enough. He knows there have been many conversations about roads, but they are falling behind and we cannot handle the development. The schools are falling behind, the high school is at 90% capacity, the junior high is at 80%. At the current growth rate, it will take over 60 years to develop the property. We do not need to keep annexing property.

Denise Cochran, a resident of Plantation, said she moved to Leesburg three years ago and during those three years she has seen change. On her Sunday drive she saw the devastation of trees, and she wondered what was happening. She moved from Orlando. She lived there for forty plus years. She was there before Disney. She saw cows, citrus, and trees. It was wonderful. She moved from Orlando due to traffic, population, crime, and pass-through traffic. This was a beautiful county, and she was afraid of losing it. She was a retired oncology nurse practitioner. She was a neuro-oncologist, so she saw a lot of people driving to Orlando to see specialists. She would direct them to go to Gainesville or Tampa, because there was no local medical care. The level of care needed is not here. Just because we can do something does not mean we should. Annexing property is like a runaway train. There should be a moratorium. They should not sign anything or approve anything for at least two years, so she can catch her breath. Re-evaluate the beauty of this county that is being destroyed.

Carol Kaluchi, a resident of Plantation, said she purchased her house because of the rural feel. She had cities within an hour, Disney within an hour, the beaches and both coasts of Florida were within an hour and a half, and yet she had that small town feel. She understands The Villages will end up taking over because the senior citizens are taking over. She drives to Lady Lake every other day and some days it takes her forty minutes and others it takes an hour and a half with all the construction, trucks and people. Age restriction means nothing, because a lot of the age-restricted residents are taking their motor homes back and forth to Michigan. They are clogging up the roads. We are choking ourselves out. We are losing that small town feel just for a couple extra bucks. It is not fair to the people that have lived here for years. What are they doing for infrastructure? Have any cell phone towers been approved? Has a new community center for the people that have been here for years been approved? We are going all out for the new people and nothing for the people that have been here for years.

Barbera Schmidt, a resident of Plantation, said she wanted to talk about health care. When she moved here, she was a registered nurse. She worked at the Leesburg Hospital for twelve to thirteen years. Do you know it can take up to four months to get a mammogram because we are so congested? When you try to get an appointment with a neurologist, it takes four to six months. Do you know how many people will die because we keep growing and not looking at health care? It takes three to four months to get a mammogram here. If someone finds a lump, they have to wait three to four months. She drives all the way to Brevard County to get x-rays because they will not do it here. They do not have dexta scans for people with osteoporosis. She has to wait seven to eight months to get that done. The city keeps bringing new buildings and homes, but they are forgetting about health care. Everyone needs health care and that

should be added to the consideration. **Mayor Burry** mentioned that he was in health care and the City of Leesburg has three hospital systems within our city limits. How many other cities this size have that? From the audience, **Ms. Schmidt** stated three hospitals were not enough. **Mayor Burry** replied that they would come, and the roads would come. Property owners have a right to do what they want with their property, which is Florida law. The issue is whether we restrict property owners from doing what they want with their property. The residents moved here because it felt rural, and before they purchased their homes there were orange groves. When we talk about trees, the trees everyone talks about are post-1980. They were mostly pine trees, so people could get an agricultural exemption. It was not an old growth forest by any means. Sometimes we get on a path that feels really good, but the reality and truth of the matter is, this was an old orange grove property and people wanted to move there and these builders, developers and landowners have a right to their practice. **Ms. Schmidt** said she has been here for eighteen years. She moved here because four hurricanes hit her in four weeks. That was the only reason why she moved here. She loved this area, and wanted to know what Leesburg was doing with the three hospitals? Where does the city get the nurses and doctors from? Her doctor is across the road, and he said young doctors do not want to come here because there is nothing to do. So, what is the city doing to attract good medical people? If they look at any of the urgent care centers, they are staffed with travel nurses, so what are we doing to attract those people here? **Commissioner Pederson** commented that he has sat in groups, and heard complaints about school teachers and nurses and one reason they are not moving here is because we do not have the right housing for them. We do not have housing they can afford. Also, with development, the city manager discussed the numbers earlier, and he heard a maximum of forty, so this year the city averaged outside The Villages, thirty a month. He is a free market guy, and he does not understand why developers are still doing this, but some of the development will go by the wayside. About one-third will never come to fruition, but the development will take a long time. He feels bad about the roads, he grumbles about traffic all the time. He hears the complaints, but a moratorium will not work. The market just needs to cool off, and it will cool off. It will correct and fix itself to some degree over time. When he looked at the agenda he could not believe they were still coming. He was not convinced that people were following, even though he hoped he was wrong. The city does not want a bunch of bare subdivisions. **Ms. Schmidt** said she was not calling for a moratorium. **Commissioner Pederson** said he understood, he was just saying that was what he heard earlier from someone else. **Ms. Schmidt** said she wanted the city to slow down and focus on health care for the people that live here. **Commissioner Pederson** pointed out that was not the city's responsibility, but from the standpoint of housing, they hear the complaint over and over. The city is doing its best with developments and there is no way all these will come to fruition. There is just no way. **Ms. Schmidt** said she had something growing in her head and she cannot get an appointment with a neurologist for three months. She has looked all the way to Orlando and up to Gainesville. Healthcare has hit home for her. **Commissioner Pederson** said he respected that comment and the free market will correct itself on its own. We cannot absorb all these subdivisions. There is just no way.

Gina Strzeleck, a resident of Plantation, said she was concerned about the police department. There is an influx of units coming into this area, and she lives in a fifty-five and older community. They had an officer do a presentation to explain safety and what they should do if they came across a situation. The police department prioritizes their calls, so when they call 911 it all depends on the problem. She was told there were not enough police officers to cover the growth. There was an interesting statement made about property owners being able to do what they want, and the city cannot impose a restriction. **Mayor Burry** clarified that property owners have a right granted to them by the State of Florida to do what they want with their property. **Ms. Strzeleck** asked if he was there for the taxpayers and property owners of the city? **Mayor Burry** answered absolutely. **Ms. Strzeleck** said they were there to make a decision on behalf of taxpayers. **Mayor Burry** commented that he was there to make a decision about whether they should accept this into the city because they want to come into the city. The city did not go to them, asking them to come in. They came to us. **Ms. Strzeleck** said they would be annexing an "x" amount of

acreage, but they are not keeping up with the flow of people coming into the police department. It is not staffed enough to take care of all the needs of people coming in. **Mayor Burry** remarked that he would let the city manager answer that, because he was unaware that the city could not take care of police department needs. **Ms. Strzeleck** commented that in her fifty-five and older community they have scenarios where people come in through their gate, and they see them as suspicious people walking around. If they call 911 about a suspicious person, that is not a top priority. They have to take care of traffic control, murders, or whatever first. There were not enough police to police all the people. **Mayor Burry** asked if she was referring to the City of Leesburg or the county? **Ms. Strzeleck** said this was her first visit, but the feeling she had was that the city was giving away everything as far as land and annexing. The police department is suffering from the influx of people here and when there is an accident and drivers are speeding, the police department is stretched. **Mayor Burry** remarked that was her belief.

Janet Eisenhower, a resident of Plantation, said about ten years ago there was a town hall meeting hosted by the St John's Water Authority to discuss a permit from the Niagara Bottling Company. They wanted to increase the number of gallons extracted from the water table from one million gallons a day to four million gallons a day. The authorities showed slides and made a very convincing case that we could not approve the permit because there was not enough water. They cited the growth of The Villages and other developers, and with all the city growth, there was not going to be enough water in ten years. By annexing another piece of property with one hundred and thirty more units, where is the water going to come from and does St John's Water Authority sanction all this growth? **Commissioner Pederson** said she brought up a very important point. It will become an issue, and it may be the mechanism that slows growth down statewide, not just Leesburg, but statewide. **Ms. Eisenhower** said there was a bit of a drought and people are restricted to when they can water. People are already complaining about brown spots on their lawns. Brown spots are nothing compared to turning on the tap and having no water. **Mayor Burry** replied that in all PUD's the city requires Bahai or Zoysia grass. They can no longer use St. Augustine grass because it is not drought resistant. **Ms. Eisenhower** questioned if St John's Water Authority had any input in the approval process. **Commissioner Pederson** answered yes. They provide limits on water. **CM Minner** said everyone was going down a tick of a rabbit hole. Our infrastructure levels are where they need to be for our current population, and we put the right tools in place to manage growth. With regard to water, he did not know one city who had been up against their consumptive use permit (CUP) from any of the water districts in the state where they were told they could not expand. To answer that question, yes, the water districts have a voice, and they control water withdrawals throughout the state. Our district is St John's, and we have a permit for 9 MGD. We are currently in the process of expanding that MGD. The example of one to four was used and Leesburg is nine. If we had to expand our consumptive use permit, he would pontificate publicly that the district would open up the permit. He would challenge whether any water district in the State of Florida would not allow a community to increase their consumptive use permit when shown that they need to do it. **Ms. Eisenhower** wanted to clarify that they would not be restricted. **CM Minner** stated that was not what he said. **Commissioner Pederson** added that he wished he could slow growth down, but right or wrong people are pouring into this state because it is a great state, and that is a tough situation. **Mayor Burry** asked if there was any further public comment. There were none. He asked for commission comments.

Commissioner Connell said he hoped the commission would consider slowing down because there are over 30,000 lots on the books. We do not have to continue annexing and rezoning property. They can slow it down. Some growth is important as long as it is smart growth. Out of control growth is a detriment to a city. Based on current inventory, we have enough lots to cover the next thirty years. He did not know if they needed to keep annexing property. **Mayor Burry** asked for any further comments. There were none.

The roll call vote was:

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

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

- 10. 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 47.68 +/- acres from Lake County Rural Transition to City Estate Residential, for a property generally located east of U.S. Highway 27 and north of Windmill Road, lying in Section 25, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Mar-Jo Pines Windmill Sharp Properties SSCP)**

ADOPTED ORDINANCE 24-27

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

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

- 11. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 147.40 +/- acres from City of Leesburg PUD (Planning Unit Development) to City of Leesburg PUD (Planned Unit Development) to allow for a single-family residential development for a property generally located east of U.S. Highway 27 and north of Windmill Road, lying in Sections 25, 36, and 30, Township 20 South, Ranges 24 and 25 East, Lake County, Florida; and providing an effective date. (PUD Mar-Jo Pines Windmill Sharp Properties)**

ADOPTED ORDINANCE 24-28

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.

PZD Miller stated this was the rezoning for Mar-Jo Pines. The PUD includes the property to the south and east. It consists of 271 units at 2.7 units an acre. The commission over the years has found that to be acceptable. With Ordinance 22-46 and adding the forty-eight acres and 131 units, it will remain at 2.7 units per acre. It would give a total of 148 acres and 402 units. They are expanding the existing PUD to include the legal description of the forty-eight acres. It includes the standard zoning conditions. There would be thirty to thirty-five percent of 50, 60, and 70 foot lots. The architectural standards are a minimum of 1,800 feet under the roof, two car garages, and twenty-five foot setbacks. The dark sky lighting and two trees in each yard are required. It includes thirty-five percent of open space, 1.8 acres of recreational area, protection of wetlands, a swimming pool, a trail system, a dog park, and children's playground are required. There will be a restriction on the type of grass they can use. It will be required to use less water-hogging grass. They will be required to work with FDOT and Lake County, and every development that comes through has to go through a development review process that includes Lake County, all the city departments, St John's, and FDOT. If St John's has a problem with the availability of water, they will say so. In addition to that, every development has to be on city water and waste water. There can be no wells on any development. As the city receives their consumptive use permit (CUP) from St John's, if they slow it down and there is less water, there will be less development. **Mayor Burry** questioned new applications and the updates to the comprehensive plan. Do all new PUD's include the four-year sunset? **PZD Miller** replied that he did not see that in this one, and if it pleases the commission they would add that language. This was an older PUD. There is a four-year provision for a sunset/expiration provision that says after four years, if there has not been any substantial development, it will automatically revert to RE-1 zoning (residential estate) which gives one acre per unit. They would be required to have an acre to build one unit, which changes things significantly. If a developer is not serious about development, this will make them serious. **Mayor Burry** said he could support this with the additions.

Aaron Struckmeyer of Pulte Home Company, 4901 Vineland Road, Orlando, said they had no objections to adding that condition. They are the developers, and they are under contract to purchase the property. As soon as they purchase it, they intend to move forward with development. There were a couple other questions brought up earlier that he wanted to address. There was a question about this being an age-restricted development. That was not included anywhere, and there is no intention of making this an age-restricted community. They have several developments in Lake County and this is the primary market for them. With connectivity, part of the reason for bringing this parcel in to the PUD was to create connectivity with the forty-nine additional acres. While there would be one or two connections from the existing one hundred acres to the forty-nine acres, there would be five or six connections between the old PUD and the new one. In response to the condition of the four-year sunset that would be acceptable to the petitioner. **CM Minner** questioned if this PUD goes towards the whole parcel and not just the additional acreage. **PZD Miller** agreed and said the forty-nine acres are surrounded on two sides. It is adjacent on two sides to an existing PUD and this would expand the existing PUD. This would be one PUD and there would be inner connectivity all the way around. **Commissioner Pederson** added, for the benefit of the audience, the city recently changed their land development code for any new development. If they do not break ground within four years, it expires. That number used to be ten years. He was convinced that a lot of the developments would not come to fruition. This one would because they are big builders, but there is no way all the proposed developments will come out of the ground. **Mayor Burry** asked if there were any further questions. There were none. He asked for public comment.

A lady from the audience said she knows farmers can sell their land, but where will the animals go? There are bobcats out at Plantation and they also have a wild pig problem. She heard they would have two trees per property, yet they are tearing down fifty trees. They are tearing down a lot of habitat for the animals. **Mayor Burry** questioned when they moved into Plantation where did all the animals go? **The lady from the audience** said she did not know, but as they tear down the habitat they have to go somewhere. If they stir up a nest of wild pigs, they will destroy whatever they can to get food. People moving here will not want that happening to their brand-new property. Kids could be in danger from bobcats who are spooked out of their habitat.

Luke Clawson, Appian Engineering, 2221 Lee Road, Winter Park said he spoke with the planning and zoning director along with the city attorney. They noted a couple small scrivener errors that needed to be corrected. By adding the language about a four-year expiration, they would like to correct the scrivener errors that include some signage changes. **PZD Miller** stated the scrivener errors were minimal. He was not sure about the tower on the sign, but for the most part they were minimal. **CA Watson** stated they could go through them to see what would be good. **PZD Miller** stated they could work with the city attorney to make it work. He did not have a chance to go through them specifically to see how they would impact the rest of it, but for the most part he recalled everything being good by city staff. There were one or two he had questions about, and he could work with the city attorney on them. **Mr. Clawson** stated the scrivener errors were very minor. **PZD Miller** added there was a scriveners' error on page four where it should say seventy foot lot, and it says sixty, but you can obviously tell it was in the seventy-foot lot section. It is those types of things they are talking about. For recreational, they need a better definition as to the power easement and other things of that nature. They are small, and he would like to work with the city attorney to get the language ironed out if that was okay with the commission. They could also bring it back as a scrivener error. **Mayor Burry** wanted to clarify what was needed. **CA Watson** stated whatever pleases the commission because there is flexibility in how they deal with it. They could bring it back with the corrections, or they could approve it now subject to the planning and zoning director working with the city attorney to iron out the scrivener errors. **PZD Miller** stated there was nothing substantial. They were all minor changes. **Mayor Burry** asked if the commission was okay with the planning and zoning director and city attorney working the issues out. **Commissioner Pederson** said he was fine with that, he trusted them to correct the minor errors.

Commissioner Reisman made a motion to amend the ordinance to include the four-year sunset and to allow the city attorney and the planning and zoning director the ability to correct the scrivener errors, and Commissioner Pederson seconded the motion.

The roll call vote was:

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

Three yeas, two nays, the Commission approved the amendment.

The roll call vote was:

Commissioner Reisman	Yes
Commissioner Pederson	Yes
Commissioner Berry	No
Commissioner Connell	No

Mayor Burry

Yes

Three yeas, two nays, the Commission adopted the ordinance as amended.

- 12. 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 10.08 +/- acres from Institutional to General Commercial, for a property generally located north of U.S. Highway 441 and west of College Drive, lying in Section 15, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Silver Lake Commons SSCP)**

ADOPTED ORDINANCE 24-22

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

PZD Miller stated this property was located next to the airport across from the Cracker Barrel. It is about ten acres owned by the city. The city will not be doing anything with it, so they would like to sell it. It would go from institutional to general commercial and the zoning would go from public to small planned unit development. Under the PUD conditions, there would be retail, restaurants, pharmacies, offices, daycare, and fitness centers. There would be a number of things developers could do that would be safe next to the airport. As mentioned at the last meeting, they wanted to add the wording for mini-warehouse storage because there is a triangular point to the north of the property where mini-warehouse storage would work. The standard architectural standards include dark sky, irrigation, and so forth. **Mayor Burry** asked if there were any questions or comments. 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 ordinance.

- 13. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 10.08 +/- acres from P (Public) to PUD (Planned Unit Development) to allow for commercial uses, including restaurant, retail, and indoor storage, for a property generally located north of U.S. Highway 441 and west of College Drive, lying in Section 15, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Silver Lake Commons PUD)**

ADOPTED ORDINANCE 24-23

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 Berry seconded the motion.

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

The roll call vote was:

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

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

- 14. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 506 +/- acres from City of Leesburg PUD (Planned Unit Development) to City of Leesburg PUD (Planned Unit Development) to allow for single-family (attached and detached) with commercial and multi-family uses for a property generally located west of County Road 33, north of Florida Turnpike, and south of County Road 48, lying in Section 21, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Denham Village PUD)**

ADOPTED ORDINANCE 24-34

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.

PZD Miller stated this was the Denham Village mixed-use project. The property is located west of CR 33, north of the Turnpike and south of CR 48. The request is for a revision to an existing PUD. The property is currently under Ordinance 16-40, which was a planned unit development. It allows for unique designs, layouts and lot sizes. It includes everything from thirty to sixty-foot wide lots. Many of the lots are based on the concept of what they call a motor-court lot where parking is in the middle and the houses are around the outside. It would be clustered, and it is a little different. It included a lot of very small lots and setbacks. It was a unique design proposed by the developer at that time. Shortly after this came along, covid hit and everything seemed to dry up. That ordinance is still good as we stand. It allows for one thousand nine hundred and ninety-nine lots along with commercial uses. It was an interesting concept, particularly from a planning standpoint, but no one in the market has been interested in developing it. It has been this way for about eight or nine years now. The group, DR Horton, has come along, and they are asking to change it to a more standard type of development. It would be more of what

we do in Leesburg. They increased lot sizes, which caused a reduction in the number of lots. It would go from one thousand nine hundred and ninety-nine lots down to one thousand five hundred. This includes various types of units; single-family detached, single-family attached, some apartments, and commercial areas. Some of the commercial areas have what they call live/work units where people live upstairs and work downstairs. There are twenty-five acres of commercial area, and six point eight acres of recreation area. It reduces the number of already permitted units from one thousand nine hundred and ninety-nine to one thousand five hundred. There are requirements in the PUD for a split rail fence or vinyl fence along the length of CR 33 and CR 48 and a six-foot masonry wall or a five-foot buffer with a six-foot fence. A fence would run along the Turnpike. They have two trees in each yard, dark sky lighting, architectural standards, etc. Mr. Scott Glass of Shutts & Bowen and Tatiana Ross of DR Horton are in attendance along with several other folks to answer any questions.

Commissioner Connell asked if this property was already in the city. **PZD Miller** answered yes. **Commissioner Connell** wanted to verify if this already had a current PUD on it, and if they wanted to modify the PUD to go from two thousand units down to fifteen hundred units. **PZD Miller** agreed. **Commissioner Connell** asked if this PUD was turned down, could they still develop it under the old PUD that would have five hundred more units? **PZD Miller** replied that was correct. **Commissioner Connell** asked if the current PUD had an expiration date. **PZD Miller** answered no. **Commissioner Connell** asked about the year it was approved. **PZD Miller** replied in 2016. It was approved under Ordinance 16-40. It has been eight years and nothing has happened. It was a unique design but what they are proposing now is more traditional and people are more comfortable with it. **Commissioner Connell** added that this was one they are stuck with, and the current commission had no part in approving it. **PZD Miller** agreed. **Commissioner Connell** asked if a traffic study had been done and was the county proposing any type of improvement to CR 33? **PZD Miller** answered the county will require turn lanes, and they may require additional right of way. There had been traffic studies done, but he did not have them in front of him. Whatever the county requires to make this road work under county standards, the developers will have to do. They are aware of that, and they have already talked to the county about it. He was sure there would be road widening, turn lanes, and a potential for future signalization since this would impact CR 33 and CR 470 at the intersection. This gives them the opportunity to participate with the other developers in the area to do something there. **Commissioner Connell** asked if they had county approval for this development. **PZD Miller** answered the county has reviewed it and given comments and the comments were included in the packet. It included the widening of the road, additional turn lanes on CR 33 and CR 48 and the intersection of CR 48 and CR 33 must be evaluated for impacts, including a signal warrant. They will have to participate in getting a signal warrant, and a study. The development may have to do some construction improvements at the intersection. They also require a trail along the development frontage on CR 48, which is part of the county's trail plan. The county looked at it and they had some significant comments. The county said they would be looking at this as part of the solution. Not all of it, but part of it. **Commissioner Connell** questioned if the improvements would have to be put in prior to starting development. **PZD Miller** responded that normally the improvements have to be done at the time of impact, which is when people start moving in. That is when they have to have them completed. In other words, just because they are building houses, that does not mean anyone is there to create traffic. **Commissioner Connell** wanted to know how the county knows when that impact starts. **PZD Miller** answered they work with the developer during the process of having to donate the road widening. The county keeps up and works with the developer. The city is in contact with them as well. **Mayor Burry** asked if the petitioner would be willing to accept the four-year sunset on the PUD.

Mark Thompson of Shutts & Bowen, 300 South Orange Avenue, Orlando asked about the definition of start and if it covered pulling a building permit? **Mayor Burry** replied yes. **Donna Ross** of DR Horton stated they would be amenable to the four-year sunset clause. The planning and zoning director

mentioned that may be something the commission wanted to add since it has been added to the land development regulations (LDR), and they would be okay with that.

Commissioner Reisman made a motion to amend the PUD to include the four-year sunset expiration and Commissioner Pederson seconded the motion.

Mayor Burry clarified that it would include the reversion to one RE-1, one acre per unit.

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 approved the amendment.

Mayor Burry asked if there were any public comments.

Gerald Tucker, a resident of the Plantation, said he was the vice president of the HOA. He asked the commission to consider the number of entrances being proposed on CR 33. One entrance lines up with their west gate and if this moves forward they would push very hard to have a traffic light put there. Since this will not be an age-restricted community, the number of school buses that will have to service that area on these country bumpkin roads is a real concern. He wanted to address the apartment complex being proposed in that development. How many miles do you have to drive before finding another apartment complex? There are mostly single-family homes, and they want to introduce apartment complexes into the area. The roads are a big concern with entrances on CR 33 and CR 48. They may have to put up a traffic light at CR 48 and CR 33 where one of the entrances will go in and out. People will not look both ways and when there is a small opening people will shoot out. First responders will have problems getting to the area due to narrow roads. He asked that they review the entrances and the apartment complexes because that will bring children who ride buses.

George Melcher, a resident of Plantation, said he was a director at large for the HOA board. He did not plan to speak, but when the planning and zoning director commented on the concerns of the county, he read four of the five conditions, and said he left out one very important one, and he found that quizzical. That last point, says a traffic impact analyst, is recommended to be provided and reviewed prior to the PUD hearing. Also, does the city have a planning commission? **CM Minner** answered yes, that it is required by state statute. **Mr. Melcher** asked if the commission ever takes their recommendations. **CM Minner** answered yes. **Mr. Melcher** said if the commission had taken their recommendations on this project they would have denied it because it was denied four to two. He wondered why they even bothered having a planning commission if they did not take the recommendations offered. The fire department's comment cited the NFPA 1710 standard and that the property was outside the four-minute response time for initial response of fire apparatus. That is very important because emergency personnel cannot get there.

George Waters, a resident of Plantation, said at a previous meeting he asked the commission to consider removing one access point on CR 33 because it was only two tenths of a mile away from their entrance. There was mention of apartments, and there are two hundred and forty apartments being jammed onto a 4.3 acre plot. He considered that high density use. The development is far from public transportation, police, fire, and other facilities. The C-3 shopping center proposed is double the size of Palm Plaza. Both

the apartments and the shopping center share one access point to CR 33. The only other way out is to wind through the rest of the community to get out. The shopping center and apartments are congruous in the area of single-family residential, industrial, and agricultural. If this was approved, he would like to see it severely modified to reduce the size of the shopping center and to eliminate or reduce the number of apartments. There are no other cross streets between CR 27 and CR 33 until they get down to Bridges Road.

Mark Tibido of 3020 County Road, Groveland said he has ten acres that border this property. He purchased his property back in July 2020. He previously lived in Clermont, and it was getting overcrowded, so they wanted to move out. His real estate agent found this property. It was only on the market for two days, and it already had a verbal contract on it. He had to act quickly, so he paid cash. He had to pay a little more than what they were asking. He had to move quickly, so he did not have time to find out that this PUD had no expiration date. The modification of the four-year expiration date was good. He wished it had been done back then, because this would be null and void. He likes seeing cows every day. There are five hundred acres there and a lot of animals. Where are they going to go? He hears them every night. He has a shooting range that faces this property, which is allowed by law. The last time he was at a meeting, the planning and zoning director mentioned that they did not have to do the road study until after it was built. He thought that was stupid, but he did not design this stuff. It is absolutely ridiculous to build something and not have a plan. With traffic, if you sit at the intersection of CR 33 and CR 48 in the morning, you see nothing but dump trucks. That is what is causing all that traffic. Whether it be what they are building across from the prison or what they are building down CR 48. There are a lot of dump trucks going seventy to eighty miles an hour past his house. It is impossible to get out sometimes. He goes to the gym every morning across from the Lake Harris Publix. It takes him fifteen minutes to get there, and he lives half a mile up CR 48. He cuts through the business park, so he does not have to wait for the light. It was mentioned that there were no old growth trees. He has at least six to eight one hundred and fifty to two hundred-year-old trees on his property. **Mayor Burry** pointed out that it was his property. The property earlier was an old orange grove. They are talking about two different pieces of property. **Mr. Tibido** said he lives in Okahumpka even though his address is considered Groveland because half an acre of his property is Okahumpka. He does not have representation like the city has unless they count Rhett Fussell, who has lived there for ninety years. There is a minimum of twenty-five to thirty minutes for the police to get from Groveland to his house. It will get worse once more traffic comes. The main reason he moved here was to get away from the hustle and bustle. He came late to the party because he did not know about the existing PUD. He is considered agricultural. He would like to keep some of the land, so the animals have a place to go. He knows there are gopher turtles which cost about \$10,000 to remove and a sinkhole that needs to be addressed.

Ed Fredericks, a Plantation resident, said he downloaded the graphics for this plan. He was concerned about the layout and primarily about the apartment buildings. With two hundred and forty apartments, they will need parking. That is two hundred and forty parking spaces plus another ten percent for guest overflow on four acres. What about the quality of life for people? The apartments will not rent at a premium, they will be moderate to low-income apartments. It was noted that there are eight acres of recreation. Where will that be? It will be mixed with eight hundred single-family homes. Will there be a pool? Will they have all low to moderate income people trucking down to where the single-family homes are to use the pool? The apartments need some recreation. Right out front is a parking lot for a shopping mall. They will have kids living in moderate to low-income housing playing in the parking lot. This is a disaster in waiting. He is a growth guy, he is a free market guy, but they must realize when the market is correct it can be very painful. It behooves the local and federal governments to try to create an environment for what they call a soft landing. If they believe the market has been on fire, they need to start thinking about how to cool it off.

Nate Sands, a resident of Plantation, said in the mornings heading north on CR 33 they can wait three lights to get through. It all depends on the gravel trucks and people turning left. Every other street has a turn lane, but northbound has nothing. He wondered if they could stagger the lights going north and south? That would give the north a chance to go and then give the south to get more people through there. **Mayor Burry** stated the Municipal Planning Organization of Lake and Sumter County (MPO) holds quarterly meetings. They plan out what roads are going to undergo improvements. They take public comments at those meetings. He encouraged everyone to attend and to bring these issues before them. **Mr. Sands** wanted to confirm that there was nothing Leesburg could do about timing the lights. **Mayor Burry** responded that the city has no say whatsoever on the lights.

Dan Watson asked about the four-year sunset and how long that had been in effect. **PZD Miller** replied that was added to the planned unit development zonings over the last few months. A couple of years ago, it was ten years, and several of the existing PUD's still have ten years, but anything new will have a four-year sunset. They will have to have a substantial commencement, which means turning dirt and pulling building permits. They will have to spend thousands and thousands of dollars and if they do not do that, it will revert automatically to one acre per unit. There will be no second chances. **Mr. Watson** asked if the land approved last year was under the four-year terms. **PZD Miller** answered no. **Mr. Watson** said there was some property approved at South Quarters Road and CR 48 a couple of years ago. There were to be about one hundred and sixty homes. **Mayor Burry** replied that was before, so they have a longer expiration on the PUD. **Mr. Watson** questioned CR 48 and the traffic from this development. The shortcut is down South Quarters Road, which comes right by his house. They have already been to the county asking them to keep the trucks off, and they finally got enough money to put up some signs, but that will be the shortcut.

Mayor Burry asked if there were any other public comments. There were none. He asked for commission comments.

Commissioner Connell asked the commission to consider the intersection of CR 33, CR 48, and CR 470. He also asked them to consider this particular subdivision and the number of units. How many school kids will this generate because the school system is already at eighty to ninety percent? **Mayor Burry** stated they just approved Area B, which approved over 6,000 units on 1,200 acres located on CR 48. **Commissioner Connell** asked if he was referring to The Villages. **Mayor Burry** said yes. **Commissioner Connell** said The Villages, based on age, do not generate as many trips. **Mayor Burry** added that included workforce. **Commissioner Connell** said that does not cover the whole six thousand acres. **Mayor Burry** stated there were six thousand units on twelve hundred acres. That is five for one. **Commissioner Connell** said he understood. **Mayor Burry** said it would be a dense development. **Commissioner Connell** mentioned that it would be a different type of development. He was referring to the school system and the kids in The Villages' development will most likely go to the charter school. He was referring to public schools. **Mayor Burry** commented with regard to this PUD, the city had a situation where we had a PUD that was accepted into the city years ago and that PUD expired. They wanted to put a new PUD on it, and we said no. We were sued and we lost. This piece of property right now has an existing PUD on it. If we say no to this PUD, we are going to be in the same situation that we were with Sunnyside, and we will have the same outcome.

A lady from the audience wanted to clarify that the original PUD was for two thousand and that was an archaic plan, a crummy plan that nobody wanted to do. The new plan wants to go to 1,500, so if they approve that, they would get a lower amount of density. What happens if they deny it? Would they still have to do the 2,000 in that configuration? **Mayor Burry** replied yes, as it exists. **A lady from the audience** asked if it would be financially feasible for them to do that? **Mayor Burry** stated the PUD where we were sued had 120 homes on it, and we said no to the increase to 150. We lost that suit and

they got 150. **A lady from the audience** said it was a strange configuration that no one wanted. **Mayor Burry** stated it was a different development. **A lady from the audience** asked if they could hold them to that. **Mayor Burry** said yes. **Commissioner Connell** said if they did that it might slow them down. **Commissioner Pederson** added that PUD, for some reason, did not have an expiration date on it. **Mayor Burry** asked if what she was advocating for was two thousand units instead of fifteen hundred. **From the audience, the lady** said she was advocating for a bad design in hopes that they would back out.

Mr. Thompson said the original PUD ordinance did not expire and, on top of that, it had an equivalency matrix. The equivalency matrix allows for a change in the uses within the approved uses based on traffic analysis. To clarify, they did not advocate the original PUD design when they realized there was no market for it. That was when DR Horton came in and proposed something different, because today it is more marketable, and they also reduced the density to below three units per acre.

A guy from the audience said he was not asking for the city to get into litigation if they could not win. He wanted the city to force the builders not to put apartment complexes in. Could they force the builders to change how many roads dump out onto the highways? He was not asking to go through litigation and lose, but he wanted them to modify the plan because it would take many years for the county to look at the roads. There will be a lot of people living there before anything happens. It will take a long time before any structural changes are made. Look at the density of the apartment complexes for the school system. **Commissioner Pederson** said he would turn to the developer because the state and the county want two points of ingress/egress. He envisioned a red light there eventually.

CM Minner stated for facts, that would not be a statement to advocate for or against a development. Developers are entitled to certain modifications and certain existing conditions pursuant to law. This is a quasi-judicial proceeding that means if a bunch of turtles are going to die, and we do not like that, the developer can say he would save the turtles and that is a mitigating factor. That means the commission cannot vote no because they want to save turtles. If a thousand people come up and say the roads are bad, it would be horrible and people would die at the intersection. They cannot vote no because, by law, and under the quasi-judicial role, the developer has the right to fix the roads. The statement about the planning and zoning director forgetting to mention roads, which is a standard operating procedure in all our PUD's, does not come after, as part of the condition of development road plans have to be reviewed by the county. The county will state if they build this, they will have to build a road. The PUD addresses that. At the end of the day, what they have before them is a PUD that has been reduced in density and it will sunset faster. **Commissioner Pederson** said he can see the county and state pushing for fewer entrances. **CM Minner** stated that it would be reviewed by the county. The PUD requires them to have their plan reviewed by the county.

Evelyn Gould said, being a teacher for Lake County Schools, she hears the concerns expressed about the number of students and buses. When the developments come in, how much money is filtered into the schools, so teachers can help accommodate it without money coming out of their pockets. **CM Minner** pointed out that the school board recently increased their impact fees for a single-family to about eight grand. Using old numbers, a typical impact fee for a twelve hundred square foot home in the city is about \$15,000. Of that \$15,000, \$9,000 is the school board impact fee. \$2,700 is the city sewer impact fee, \$1,500 is the city water impact fee and \$700 is the county road impact fee. The two impact fees that were recently changed were \$9,000 for the schools. That went to \$10,000, and the \$700 county road impact fee went to about \$1,400. **CA Watson** agreed. It was substantially higher. **CM Minner** said it almost doubled. So, almost 60% of all Impact fees go to the school board. **Ms. Gould** asked if that was divided into all schools or was that particular to where the growth was happening. **CM Minner** said it all goes into one pot. The city communicates with the school board and that is called concurrency. The city checks all permits because they are looking for the impact fees to address how they plan for school

growth and typically, 60% goes to schools for school impact fees. They need to contact the school board about how they divide the impact fees. **Ms. Gould** said she would be there tomorrow. She went from a classroom of twenty to twenty-eight this year. They cannot help all the students with what the schools provide teachers. She sees schools like Leesburg Elementary where they have portables outside that are not conducive for educating students, and it is not comfortable for them. **Mayor Burry** informed her that these are questions and concerns for the school board. He asked for any further public comments. There were none.

The roll call vote was:

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

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

- 15. An Ordinance of the City of Leesburg, Florida, correcting a scrivener's error on Ordinances 24-04, 24-05, and 24-06, Village Palms Annexation, Large Scale Comprehensive Plan, and PUD Rezoning; pertaining to the legal description; for a property consisting of approximately 316 acres; and being generally located south of State Road 44 and west of Whitney Road, as legally described in Section 19, Township 19 South, Range 24 East and Section 30, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Village Palms Scrivener's Error)**

ADOPTED ORDINANCE 24-35

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

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

B. FIRST READING OF ORDINANCES

- 1. An Ordinance of the City of Leesburg, Florida amending the City Code of**

Ordinances by amending Chapter 15, Article I, Section 15-16, entitled 'Sexual Offenders', to encompass amendments to Section 775.215, Florida Statutes; providing for severability; providing for conflicts; and providing for 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.

CA Watson said this was a house cleaning item. When the city originally adopted the ordinance, it used a distance measurement for residency of people who have been convicted of sexual crimes. They are not allowed by state statute to live within a certain distance of schools, daycare, and other facilities. The city's ordinance was adopted back when the law was originally passed, and it does not have some of the definitions for childcare facilities and schools, things like that. The changes will add definitions to make everything consistent with state law. One exception being that the city's distance measurement limitation would be 2,500 feet rather than 1,500 feet, which is the statutory measurement. That particular measurement is consistent with most other municipalities, which have increased the distance measurement. That measurement has been looked at by the attorney general's office as being okay. That is the only place where the city differs from the state statute. The city would have a larger distance measurement requirement than the state statute and that is along the line of what other cities in the state have done. **Mayor Burry** stated this item would lay over to the June 24th meeting.

2. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 1.93 +/- acres; and being generally located southwest of Montclair Road and west of Thomas Avenue, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 2; and providing an effective date (Thomas-Montclair Industrial Flex ANNX).**

ADOPTED ORDINANCE 24-32

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.

PZD Miller said this was an annexation, small-scale comprehensive plan, and a rezoning. Basically, the rezoning will go from R-1 low density residential and R-6 urban residential to SPUD Small Planned Unit Development. It would be a small planned unit development to create a small flex industrial space of just under 20,000 square feet on 2.33 acres. It is located west of Thomas Avenue and southwest of Montclair Road. It would include indoor light manufacturing, building trades and contractors and warehousing. They require dark sky lighting, there is a setback of fifty feet on the front and rear, and twenty feet on the sides. It would be two floors maximum height with architectural standards and so forth. It has a lot of the

same things as a residential PUD with grass and no wells or septic fields. There was good conversation at the planning commission level and some concerns were about gardens. Other than that, it is pretty simple. **Mayor Burry** stated this item would lay over.

3. **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 2.33 +/- acres from Lake County Urban High Density and City of Leesburg Low Density Residential, to City of Leesburg Industrial, for a property generally located southwest of Montclair Road and west of Thomas Avenue, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida, and providing an effective date. (Thomas-Montclair Industrial Flex SSCP)**

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

Mayor Burry asked if there were any questions or comments. There were none. He said this item would lay over.

4. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 2.33 +/- acres from Lake County R-6 (Urban Residential) and City of Leesburg R-1 (Low Density Residential) to City of Leesburg SPUD (Small Planned Unit Development) to allow for 19,884 +/- square feet of indoor industrial flex space for a property generally located southwest of Montclair Road and west of Thomas Avenue, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Thomas-Montclair Industrial Flex SPUD)**

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

Mayor Burry asked if there were any comments or questions. There were none. He stated this item would lay over.

5. **An Ordinance of the City of Leesburg, Florida, changing the zoning of approximately 37.7 +/- acres from PUD (Planned Unit Development) and C-3 (Highway Commercial) to PUD (Planned Unit Development), for a property generally located north of County Road 48 and west of US Highway 27, as legally described in Section 14, Township 20 South, Range 24 East, Lake County, Florida, and providing an effective date. (CR 48 Brightleaf Residential PUD)**

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.

PZD Miller stated this proposal was called Brightleaf Residential. It is 37.7 acres generally located north

of CR 48 and east of Highway 27. The request is to amend the current zoning. There will be no change to future land use. The requested zoning would allow construction in the future of a residential development with a maximum of 253 attached single-family residential units. The current zoning for the property is PUD on the north and C-3 highway commercial on the south. There are two parcels split, and the existing PUD allows for one hundred and sixteen town homes, which are attached single-family homes on twenty acres to the north. The C-3 highway commercial will be on the property to the south. They are requesting to turn the whole property into townhouse units. It would go from one hundred and sixteen on the northern half to two hundred and fifty-three for the entire property. It includes the standard details used in all the PUDs, including the four-year sunset. **Commissioner Connell** asked if the existing PUD was current. **PZD Miller** answered no. This one expired under its reverter-clause, which goes back to 2006. He could not confirm the year, but it did expire. The C-3 in the south is still good. **Commissioner Pederson** inquired about the parking ratio in comparison to some of the other apartments they are looking at. **PZD Miller** responded that a town house would be the same as a single-family. They would have two parking spaces per unit and within the PUD they would require additional parking areas at the end of rows.

Charles Fields of 4148 CR 48, Okahumpka said he represented the household at 4218 CR 48, Okahumpka as well as a number of residents on that stretch of highway from the intersection of US 27 to the intersection of CR 470 and CR 33. That is about a mile stretch there. He did not want to belabor the point in terms of the road impact. Enough has been said about that, and he appreciated the city manager extolling the reasons for why traffic has become so encumbered in that area. When they discussed item 6A1 on the agenda in terms of The Villages and how they reduced their impact, in terms of traffic flow onto the county roads, this particular project was not part of The Villages. It is going to go directly onto the road, and it will have more impact than any of the subdivisions in The Villages. For The Villages, businesses and large businesses, they can be very shrewd, and they manipulate statistics. They all know they can manipulate statistics to their favor throughout the process. He would love to have an opportunity to review whatever was submitted, but that would be a debate for another day. When the public notice was issued, there was a statement about two hundred and fifty-three town homes being built. It did not provide the price point being targeted and that was a great concern. He could only deduce that they were talking about the middle class, because statistics show across the country that crime rates and that sort of thing is impacted by whatever level they target. Also, there was great concern about what the land would be used for with regard to associated use. That is a very nebulous term. What do they mean by associated use? He would like some examples. Would that include storage facilities and that sort of thing? If so, that would be another attraction for criminal activity.

Mayor Burry asked if there were any further comments or questions. There were none. He stated this item would lay over.

6. An Ordinance of the City of Leesburg, Florida, amending the City of Leesburg Comprehensive Plan Future Land Use Element to establish the Sunnyside Estates Objective and Policies, previously set forth in Resolution 7158, and known as the Sunnyside Task Force Study Report, for properties generally located in Sections 19, 20, 21, 28, 29, 30, and 32, Township 19 South, Range 25 East; 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. There were none. He stated this item would lay over.

7. **An Ordinance of the City Of Leesburg, Florida amending Part II, Chapter 25 of the Municipal Code, adding Section 25-269 (3) Future Land Use Districts; and providing an effective date. (SS Ordinance Amendment Chapter 25 - Zoning)**

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. There were none. He stated this item would lay over.

8. **An Ordinance of the City of Leesburg, Florida amending the Comprehensive Plan Future Land Use Map by redesignating the future land use designation of certain property from Low Density Residential, High Density Residential, and Estate Residential to Sunnyside Estates (SE) for properties generally located in Sections 19, 20, 21, 28, 29, 30, and 32, Township 19 South, Range 25 East; and providing an effective date. (Sunnyside Estates Comprehensive Plan FLU Map Amendment)**

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. There were none. He stated this item would lay over.

9. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 49.12 +/- acres, and being generally located north of Poe Street and south of County Road 473, lying in Section 02, Township 19 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 5; and providing an effective date. (ANNX Poe Road Subdivision)**

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.

PZD Miller stated this item includes an annexation, a small scale comprehensive plan, and a rezoning. However, the applicant contacted them this afternoon. They are currently working with the neighbors and city staff. They requested that this be postponed until the next meeting. They would like to postpone the first reading, so they can make changes to the buffer language. They would like all three cases postponed. CA Watson stated they need to make separate motions for each of the hearings. They need to

include the time, date and location of the continued meeting, so a re-advertisement would not be necessary.

Commissioner Reisman made a motion to table this item for the June 24th meeting, here at city hall in the commission chambers at 5:30 p.m. and Commissioner Berry 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 approved the motion.

- 10. An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 49.12 +/- acres from Lake County Urban Low Density to City of Leesburg Estate Residential, for a property generally located north of Poe Street and south of County Road 473, lying in Section 02, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (SSCP Poe Road Subdivision)**

Commissioner Reisman introduced ordinances 6.B.10 and 6.B.11 to be read by title only. CC Purvis read the ordinances by title only.

Commissioner Reisman made a motion to table 6.B.10 for the June 24th meeting at City Hall in the Commission Chambers at 5:30 p.m. and Commissioner Berry seconded the motion.

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 approved the motion.

- 11. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 49.12 +/- acres from Lake County CFD (Community Facility District) and R-6 (Urban Residential District) to City of Leesburg PUD (Planned Unit Development) to allow for a residential subdivision for a property generally located north of Poe Street and south of County Road 473, lying in Section 02, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (PUD Poe Road Subdivision)**

Commissioner Reisman made a motion to table 6.B.11 for the June 24th meeting at City Hall in the Commission Chambers at 5:30 p.m. and Commissioner Berry 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 approved the motion.

C. NON-ROUTINE ITEMS

- 1. 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, 2024; Approving the Rate of Assessment; Approving the Assessment Roll; and providing an effective date.**

ADOPTED RESOLUTION 11,837

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 will set the fire assessment fee for FY 25, beginning October 1, 2024. There are no changes proposed. The institutional and commercial square footage numbers remain the same and the equivalent residential unit or single-family residential unit is \$125.00 per year. **Commissioner Pederson** questioned why they were doing it now versus during the budget. **CM Minner** said this requires a separate action. **Mayor Burry** asked if there were any further questions or comments. There were none.

The roll call vote was:

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

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

- 2. Resolution of the City Commission of the City of Leesburg, Florida, endeavoring, in good faith, to relocate the Lake County Express Transfer Station from the Lake Sumter State College Campus to the Lake Square Mall in Leesburg, Florida; and providing an effective date.**

ADOPTED RESOLUTION 11,838

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 this was an odd request. Earlier this evening, they approved the PUD for Silver Lake Commons, which is the property the city is selling to Blue Rock Developers. Apparently, this parcel has a bit of history. It is an airport parcel located west of College and north of US 441. Once upon a time, when the Department of War owned this property, they dedicated it to the school board. In 1986, the city requested that this property be dedicated back to the city for our use. At the time, Lake Sumter Community College was part of the school board. The city attorney did some extensive title work on this and nothing was found through the title work. When this was put on the agenda, we received comments from the college stating the city, once upon a time, promised and coerced the college to give us this parcel back, so we could have it to hold forever as part of the airport. Part of the request was that we said it would never be developed. However, it is not in writing anywhere and that was the conversation. The college President, Heather Burgard, is aware of some type of promise. She believes the city should not be developing this property, if, in the past, we ever thought it was promised not to be developed. Since that promise was made and if it was ever agreed, a lot of water has gone under the bridge. One of the biggest being, over the past three to five years, the FAA reversed course on how they approve selling off surplus airport property. At the end of the day, the FAA still has significant regulations over the city and how we use property that was granted to us by the federal government. He was not joking about the War Department, because at the time it was known as the War Department. It was the Department of Defense (DOD). The surplus properties and airport properties were part of the World War II effort. After the war, it took several years for the federal government to give away the property to different airport authorities or cities who operated municipal airports or different regional airports under the restrictions that were developed in the 1950s. In our case, we got part of the property back from the school board with this covenant, a handshake deal, that was we would never develop it. The FAA controls how we sell properties and that policy has really changed in recent years. Now, when the FAA approves these types of sales, they approve it with the caveat that we have to follow FAA federal regulations and that the money goes to the airport fund. In both cases, they are doing that action. At the end of the day, we are stuck with the belief that the college believes we are changing a promise made in days gone by, and that may or may not be the case. The easy solution to this is if we can facilitate the relocation of the Transfer Station, which is on college property, to the Lake Square Mall. That will bring happiness and détente to the relationship between the city and the college. That is important moving forward. The cost to relocate is fifty grand and this resolution does exactly what it says. They just approved the PUD that the college has a potential beef with and this resolution is an olive branch that says we will endeavor to move the bus stop and absorb the costs, which may be up to fifty grand. That move requires another agreement that will come before this body. That would be a tri-party agreement between the county, the city, and Lake Square Mall. He has been in contact with the county manager, Jennifer Barker, and she is working with her legal counsel to draft that agreement and, upon the city's review, it will come back to the commission in about thirty to ninety days. When they approve that agreement, that will solidify the expenditure of money. This resolution is a good-faith effort. To clarify what happened in days gone, he has not found a smoking gun that says what was said, promised, or if a handshake was made. However, today, around 4:15, he found a letter from William, Smith, and Summers PA, dated May 6, 1986, to the city. It says congratulations you just received a final judgment and the judgment was a joint stipulation for settlement

of a case between the City of Leesburg and the District Board of Trustees of Lake Sumter College. The writing goes on to say that this was for the property given and there was a beef between the college and the city. He believes that document alludes to the recollection that Ms. Burgard had about a promise made with the city and that we were now double-crossing. He did not find a smoking gun, but he found some smoldering flames that indicated there was a beef, so that does provide some credence to Ms. Burgard's concern. **CA Watson** asked out of curiosity who signed that letter. **CM Minner** replied it was his former bosses, Robert Q. Williams and Gary L. Summers. Those were the attorneys of that firm and the letter was addressed to Rex Taylor, City Administrator. He could locate Mr. Taylor because they are colleagues. In essence, if they say no to the resolution, the case is closed and therein lies the college's answer. If they approve the resolution, he will endeavor to dig deeper into this. He will either have the same story when they consider the joint agreement between the three parties, or he will have some more detail. Again, this is the first olive branch that tells the college we heard, and we will endeavor to make the sediment of the past correct. **Commissioner Berry** asked if this would squash any conflict or issue. **CM Minner** answered that was his understanding. **Mayor Burry** asked, in essence, if this moves the bus stop to the mall? **CM Minner** said it was the Transfer Station. There will still be a bus stop on US 441. What the college sought was to relocate the transfer station where buses enter their property into the west parking lot, off College Drive. That would potentially be put somewhere at Lake Square Mall.

Commissioner Pederson said he would support this, but at some point in time, he bets they will bring the buses back. He wants to keep peace with the college. **Commissioner Connell** wanted to know why they would consider spending up to \$50,000 on a supposed verbal agreement that happened thirty-eight years ago? Why would they move a county bus stop from state-owned property, based on a verbal agreement that supposedly happened thirty-eight years ago? He did not know why the city would move a county bus stop off a state property. He thought that would be between the state and the county. Why would the city pay for it, and why does the college want the transfer station moved? **CM Minner** answered the college wants it moved because they feel the transfer station brings unwanted activity. If relocated, that would not harm the college. **Commissioner Connell** wanted to know what the unwanted activity was. **CM Minner** answered it could be homeless folks, criminal activity and mischief that is transported by public transportation. **Commissioner Connell** asked if the mall wanted it. **CM Minner** replied that the mall sees beyond that. They see a benefit from public transportation, and they are hopeful that there would be less riff-raff associated with the transfer station. It would also bring people who may want to patronage the mall. **Commissioner Pederson** wondered if there was a conversation about a split. **CM Minner** stated that he talked with the developers today to see if they would be willing to kick in a couple of bucks and the reason they would was because there could be some potential concern to have a bus location in their PUD. If they noted that in the PUD there would be a consideration. They do not want to deal with that and by having this location pushed somewhere else they may provide a contribution. **Commissioner Reisman** wanted to confirm that this action just gets the ball rolling and there will be a final agreement to approve at a later date. **CM Minner** responded yes. **Commissioner Connell** wanted to know what they were voting on. Are they voting for the city manager to look more into this? **CM Minner** replied yes. **Commissioner Connell** wanted to make sure they were not agreeing to anything. **CM Miner** answered yes.

The roll call vote was:

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

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

7. 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 stated the Venetian Isles bond extension from the last meeting has been extended. They turned the bond in, and they have an extra two years.

9. CITY MANAGER ITEMS:

A. Bikefest 2024 Update

CM Minner commented that Commissioner Reisman had talked to him about having consultation with the city attorney about abbreviated short readings. They will look into it, but there seems to be a hiccup in that and in the past they did something, but he could not recall. He will work with the city attorney and do some research on that.

Secondly, when the city attorney came over to speak with him, it was about an email challenging the new financial disclosure law. Everyone is supposed to fill out the financial disclosure statement online and this was the first year that everyone had to complete the detailed financial disclosure. There were a few Florida cities where a number of the commissioners quit over this question, so it has now been formally challenged. **CA Watson** stated a preliminary injunction has been entered by a federal court in the Southern District of Florida. He has not had a chance to review it since it is a forty-page order, but he will look into it. The preliminary report appears to be that a federal judge has entered an injunction to prevent the enforcement of the Form 6 requirement. **CM Minner** added at this point they do not have any idea what that means, but the safe thing is to fill out the financial disclosure form and have it in by July 1st. **CA Watson** agreed and said they would look into it in the interim. He will work with the city manager to get some further information. They will look at the impact and get the information out to everybody.

CM Minner said with Bikefest the concept was to provide the numbers for where they finished up with Bikefest and let the commission think about it. He will come back to them for some formal directions. At that time he would like to confirm if they want to do Bikefest again. He was under the assumption that the answer would be yes. He thinks Bikefest was well received and everybody received very positive comments. The recreation department team did an awesome job getting it set up. They started in November, which was relatively short notice. Next year they could look at modifications to handling alcohol and entertainment, given there will be more lead time. He promised the recreation director and special events manager that he would get directions from the commission by the end of this month, at least by July 1st, so they could be off to the races. With that, he wanted to provide a high-level approach, and he included a couple of spreadsheets in the packet. They were really just worksheets to provide numbers.

The first spreadsheet compared the budget versus the actual. When they pulled \$500,000 out of the bank

account to do Bikefest, they put together about \$520,000 in revenue dollars and \$520,000 of expenses. Where that ended up was \$392,898 in revenues and \$401,990 in expenses. We almost broke even, we were in the hole about \$8,300. As they got into it, they decided to do alcohol a little differently. They wanted to share the profits with civic organizations. The first stab at this was to enter into a one-year agreement with the Leesburg Chamber, and we ended up with actual alcohol sales of \$164,000, over the six different stations. He wanted to hit the expenses line item by line. We paid the Chamber a fee of \$50,000, which was a fundraiser for them. In exchange for that, we said we would not give any more money this year. Fifty grand was it, and that was probably a net bonus to the Chamber of about \$25,000. We had a \$48,300 insurance bill, and we had reimbursements to the Chamber for various expenses of \$55,405. All receipts were brought to the city, which included ice, forklifts, paying folks to monitor stuff, and food carts. Another big one was civic funding, and the expense of \$50,000 went to the Chamber and \$37,500 went to the other civic groups. In that number, remember there was about \$90,000 that the community received as a benefit from this and there were some other staffing costs. Long story short, at the surface level, revenue from alcohol sales was \$164,100 and the expenses were at \$200,000, so that was a loss of about \$36,700.

The next chart married everything together and that would be the snapshot of what a Bikefest budget would look like. As we go into the FY 25 planning process, with the assumption that we continue Bikefest, they will set up a separate Bikefest budget under a specific fund. They will allocate and be transparent about Bikefest and where it all goes. They will probably incorporate the partnership funds that we are sitting on, which is about \$250,000. They would marry all this together. We had \$557,000 in revenue and \$602,000 in expenses for a total deficit in Bikefest 24 of \$45,002.93. He hoped that the delta was plus or minus one hundred, so we are pretty much where we thought. **Commissioner Berry** asked if the total included all vendors? **CM Minner** answered yes. It included everything. Everything has been accounted for. The numbers should not change and if they did, it would be very minor with documented reasons for why it changed.

The next sheet, one expenses the city has always had with Bikefest has always been an issue one way or another, and that is the in-kind services we provide. Since he has been the city manager, there has always been a question about how much the city gives to Bikefest. That question has always been a hard question to answer, because there are different splits between different organizations. It includes rent and utilities paid along with overtime pay. The city would pay them, and they would pay us back. There has always been an overtime expense in the general fund that includes public works, fire, and police. That expense is incorporated into the overtime expenses which are included in the budget every year. So, is it an in-kind expense? Yes. Do we feel that we would say no because we have always budgeted for it one way or another, or should we count it as an expense? Yes. If we make money and profit off Bikefest, we should take some of the profitable money, which would be an allocated expense for alcohol consumption because that was the cost of doing the event. Maybe we could pay down some of that and help the general fund. That would be the ultimate win-win scenario. So, what is the number? \$78,778.51, and they could probably see that grow by whatever the pay increases are next year. It may be about eighty grand next year. The total deficit of Bikefest would be overtime plus \$45,000, so we are out a negative \$123,781, but we split it and bifurcated it as he mentioned.

The next question becomes how we can do better next year. He believes there are a number of different answers to that and the recreation director and special events manager are of the opinion that with more time they can get more sponsors. They are of the opinion that we can do different things with vending and one thing the Chamber brought to his attention was the Tropic, now being owned by the city. That is a potential area where the city does not have so many sales leaks, so that could help. It really comes down to a couple of different things, and that is the intent of Bikefest. Do we go a more profitable way on the surface, which is to go it alone and cut out the civic funding portion of this, which has always been a

major factor in why we do Bikefest through the sale of alcohol and volunteers are brought in? Different civic organizations benefit from it and this year six different civic organizations benefited from it, along with the Chamber benefiting. Although the city did not have any say in the civic organizations, we agreed to let the Chamber run that model. The other model would be to not go the nonprofit way and to let the city manage and control the whole thing. When it comes to alcohol sales, we would have an outside vendor come in to do the sales. The benefit of that is, we could potentially make more money and have less liability. They put together a quick chart of what that could look like. They tried to run the chart with the actual numbers of expenses that we had on the Chamber side and the city side of the house. If we do it again next year, we could assume the same \$123,000 in the hole and \$44,500 in the hole and do we want to look at it with overtime or without it? If they do it again next year, they can anticipate a \$44,500 deficit and if we count the overtime, that would be \$123,000. If we do it professionally and bring in a corporation to man all the booze, and they do what we say; we would take a cut. The model made back in the fall/Christmastime was that we knew there were companies out there that do this. Typically, we would pay a flat fee, which was \$10,000, and we would get 30% of the take no questions asked. When we put that into the model, the numbers flip and there would be a profit of \$31,600. If they did that model based on the assumptions of a couple of vendors and throw in the overtime, they could recoup about half of the over time. So, instead of being in the hole of \$123,000, we would be in the hole of about \$47,000. The question becomes how they want to move forward. He wanted everyone to absorb the numbers, have time to ask questions or give him a call. He did not want to spring a big decision like that this evening. We do need that answer because if we change the model we will need to do a procurement process to bring in a professional vendor. Staff also need extra time to book entertainment as well as start earlier on the sponsorship. Another one area they could change is to bring in more sponsorship revenue. **Mayor Burry** asked if we were to go private, does that mean thirty-five or thirty-eight go to civic organizations and fifty to the Chamber. That is eighty-five thousand that they would not get. **CM Minner** answered if they were to sum up on a high level, if we went private we would make a little more money. If they stayed the way we do it now, they would still have an injection of around ninety grand into the different organizations.

From that summary, they would have all the tertiary models and what ifs? If we cut the chamber back a little and put our thumbs on it, there would be layers that unroll on each side of the house. **Commissioner Berry** asked if they would still need to have the insurance through the Chamber? **CM Minner** responded not if the city went private. If we decide to go private, the insurance will be provided for by the entity. They would hold the city harmless and make an agreement. **Mayor Burry** verified that he was not looking for an answer tonight. **CM Minner** replied he was not looking for an answer tonight. He was asked to provide an update, but it will be on a future agenda. **Commissioner Pederson** complimented the recreational department because they did a great job for the first year. **Mayor Burry** asked if there were any other comments. There were none.

10. ROLL CALL:

Commissioner Pederson had nothing to comment on.

Commissioner Berry stated Pine Street is now open, they can drive through it. That is wonderful news and a great accomplishment.

Commissioner Connell had no comment.

Commissioner Reisman commented that he was looking forward to seeing everyone at the Pine Street ribbon cutting on June 19th.

Mayor Burry had nothing further.

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 Berry, the meeting adjourned at 9:24 p.m.

**AGENDA MINUTES
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, JUNE 24, 2024 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, June 24, 2024, at Leesburg City Hall. Mayor Burry called the meeting to order at 5:32 p.m. with the following members present:

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

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

INVOCATION

Mayor Burry gave the invocation followed by the Pledge of Allegiance to the Flag of the United States of America.

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

2. PROCLAMATIONS

A. Proclaim City of Leesburg Election for November 5, 2024

Mayor Burry read a proclamation proclaiming Tuesday, November 5, 2024, as the Municipal Election for the City of Leesburg.

3. PRESENTATIONS:

A. FLC University - Certificate of Completion - Institute for Elected Municipal Officials (IEMO) to Commissioner Allyson Berry

Mayor Burry presented Commissioner Allyson Berry with her Certificate of Completion for Elected Municipal Officials (IEMO) from the FLC University.

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.

There were no public comments offered.

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

Commissioner Reisman moved to adopt the Consent Agenda as presented 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. None

B. PURCHASING ITEMS:

1. None

C. RESOLUTIONS:

1. Resolution of the City Commission of the City of Leesburg, Florida, ratifying the Collective Bargaining Agreement for Re-Openers with the Florida Police Benevolent Associations, Inc. for Officers/Detectives and Corporals/Sergeants; and providing an effective date.

ADOPTED RESOLUTION 11,839

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

A. SECOND READING OF ORDINANCES

- 1. An Ordinance of the City of Leesburg, Florida amending the City Code of Ordinances by amending Chapter 15, Article I, Section 15-16, entitled 'Sexual Offenders', to encompass amendments to Section 775.215, Florida Statutes; providing for severability; providing for conflicts; and providing for an effective date.**

ADOPTED ORDINANCE 24-39

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 Berry seconded the motion.

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

The roll call vote was:

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

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

B. FIRST READING OF ORDINANCES

- 1. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 40.61 +/- acres; and being generally located north of North Shore Drive and west of Beverly Point Road, lying in Section 14, 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 5; and providing an effective date. (North Shore Caras Cove ANNEX)**

Commissioner Reisman introduced the 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 stated this property consisted of about eight lots. It would be relatively similar to what is on North Shore Drive. This will be located right across from the old Beverly Shores softball fields. He asked the city attorney to perform the swearing in. **CA Watson** asked anyone in attendance who wished to provide testimony or evidence to stand. He swore them all in.

Deputy Planning and Zoning Director (DPZD) Kandi Harper stated this project has gone through some controversy in the past. The applicant withdrew an extensive plan some time ago, and they are back with these eight houses. The largest portion of the property will be conservation because they cannot build on it. It is wetland. The property consists of forty-point six-one acres, and it will have eight single-family detached homes. The minimum lot size is ten thousand square feet. The lots will be ninety feet wide and one hundred and fifteen feet deep. This PUD includes dark sky lighting and thirty-five percent open space to include a tot lot and a playground with equipment. It is a standard PUD that has been significantly pared down from the original. They worked with staff and the community to come up with this plan. **Mayor Burry** asked if there were any questions from the commission and the public. There were none. This item will lay over.

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 40.61 +/- acres from Lake County Urban Medium Density to City of Leesburg Conservation and Estate Residential, for a property generally located north of North Shore Drive and west of Beverly Point Road, lying in Section 14, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (North Shore Caras Cove SSCP)**
3. **An Ordinance of the City of Leesburg, Florida, changing the zoning of approximately 40.61 +/- acres from Lake County C-1 (Neighborhood Commercial) to City of Leesburg PUD (Planned Unit Development), for a property generally located north of North Shore Drive and west of Beverly Point Road; lying in Section 14, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (North Shore Caras Cove PUD)**
4. **An Ordinance of the City of Leesburg, Florida, adding a PDO (Planned Development Overlay), with a waiver from Section 25-282 (a) (1) PDO five-acre minimum, to the existing R-2 (Medium Density Residential) zoning, on approximately 0.70 +/- acres to allow for an office use for a property generally located east of North 13th Street and south of Webster Street, lying in Section 24, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Webster Street Office PDO)**

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.

DPZD Harper stated this request was for a planned development overlay (PDO) in an R-2 medium

density residential district. They want to add office space and similar uses to the underlying zoning. The property is located east of North 13th Street and south of Webster Street. It is just north of the trail on 13th Street across from the old bread store. It is approximately point-seven acres, and they are requesting a waiver of the five acre minimum. The land is currently undeveloped, and this would add uses that include offices which are consistent and appropriate with the overall development of the area. It will not create a negative impact on the surrounding properties. **Commissioner Berry** wanted to confirm that the property was located in district one. **DPZD Harper** agreed. **Commissioner Berry** asked about the types of businesses. **Bill Polk** said he needed to move his office and he would most likely build his office in this location. It all depends on the economy. **Mayor Burry** added there is commercial located across the street and next door. **Mr. Polk** agreed. Commercial surround the property. He does not want to build apartments even though there are some behind this. **Mayor Burry** asked if there were any other questions for the petitioner. There were none. He stated this item would lay over.

5. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 49.12 +/- acres, and being generally located north of Poe Street and south of County Road 473, lying in Section 02, Township 19 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 5; and providing an effective date. (ANNX Poe Road Subdivision)**

Commissioner Reisman introduced the ordinances 6.B.5, 6.B.6, and 6.B.7 to be read by title only. CC Purvis read the ordinances by title only.

Mayor Burry requested comments from the Commission and the audience.

DPZD Harper stated this consists of 49.12 acres. It is generally located north of Poe Street and south of CR 473. There were discussions that pushed this first hearing back, and it came down to landscaping. The neighbor immediately to the west wanted bamboo, a certain kind of bamboo, but the soil was not appropriate for that. The minimum house size will be eighteen hundred square feet under the roof. There will be sixty-six fifty by one twenty lots, sixty-three sixty by one twenty lots and seven seventy by one twenty lots. This is a standard PUD. It will include thirty-five percent of open space. There will be a twenty-five-foot buffer tract along the north-south and western boundaries that includes a split rail or solid PVC fence. The applicants have worked with the property owners adjacent to them to work out what that buffer will be. The PUD includes dark sky lighting and the rest of the standard language. **Mayor Burry** asked if the applicant had anything to comment on.

A representative from Level Up Consulting, said he was there on behalf of Shawn Myers of Brightleaf Properties. He confirmed that there were discussions with the adjacent property owner, Randy Bidder. Their landscape architect went out to the site to look at the appropriateness of bamboo. Due to the characteristics of the soil being very dry and sugary, he recommended an alternative planting. On Page 7 of their presentation they proposed some native materials to plant there, and they are more substantial. He believes Mr. Bidder was pleased with that. They sent that alternate section to the city to be incorporated into the approval. **Mayor Burry** asked if there were any comments from the public.

Randy Bidder of 10155 Poe Street stated he had not been sworn in. **CA Watson** swore him in. **Mr.**

Bidder continued to say his property was located west of the property. Most of the area is rural in nature, which includes wildlife. This would be a huge change for him since he has seven acres and a single residential house. He expected that the land would stay nice and rural, but it was not. Thankfully, the planning and zoning department, as well as the developers, worked with him on the landscaping. Now, remember the developer will be gone in a matter of years, and it will be up to the homeowner's association to maintain the buffers. He would like as much enforceable language as possible to be put into the development plan, so when they get into a situation where the landscaping is deteriorating and nothing is left. He would like to know what he can do as a neighboring homeowner to make sure this type of landscaping stays there and is maintained. **Commissioner Pederson** asked if he cared about the type of fence they use, since that can deteriorate over time. **Mr. Bidder** answered that he would like the fence. They talked about fencing to the north. There would be a twenty-five-foot wide buffer zone and on the east side of that buffer zone there would be a six-foot vinyl fence which separates the backyard of the house. He would have his own fence on the west side of the buffer. There will be a neutral zone with irrigated planted species that will thrive in the Florida dry soil environment. **Commissioner Pederson** said he wanted to help him out. The landscaping would be fine, but for him the fence would be a problem five to ten years down the road. He wanted to give him a chance to waive that if he wanted to. **Mr. Bidder** explained that ideally a twelve-foot concrete turnpike barrier wall would be great. If they could make that happen, he would be happy.

Bill Polk of 600 Cascade Avenue asked if this was approved at the last meeting. **Mayor Burry** answered that this item was pulled at the last meeting because there was some language that needed to be changed. **Mr. Polk** said yes, that was the bamboo. **Mayor Burry** pointed out that this was the first reading of this item. **Mr. Polk** pointed out that Leesburg has a lot of fifty-foot lots. The developers can barely build on a fifty-foot lot. How can they plant a tree between them when there is only eight feet between them? Leesburg needs to be a really nice place with trees and everything else, so the only reason they want to do fifty-foot lots is to make the money work for them. The developers need to either ask for more money or stop building fifty-foot lots. He asked that the commission rethink having fifty-foot lots in the future. **Mayor Burry** asked if there were any other comments. There were none. He said this item would lay over.

6. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 49.12 +/- acres from Lake County Urban Low Density to City of Leesburg Estate Residential, for a property generally located north of Poe Street and south of County Road 473, lying in Section 02, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (SSCP Poe Road Subdivision)**
7. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 49.12 +/- acres from Lake County CFD (Community Facility District) and R-6 (Urban Residential District) to City of Leesburg PUD (Planned Unit Development) to allow for a residential subdivision for a property generally located north of Poe Street and south of County Road 473, lying in Section 02, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (PUD Poe Road Subdivision)**

C. NON-ROUTINE ITEMS

1. None

7. INFORMATIONAL REPORTS:

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

A. Financial reports as of March 2024

Mayor Burry asked if there were any comments or questions regarding the financial reports. There were none.

B. Financial Reports as of April 2024

8. CITY ATTORNEY ITEMS:

CA Watson had no items to address.

9. CITY MANAGER ITEMS:

A. Consider Bikefest 2025

CM Minner stated he had a couple of items to discuss before considering Bikefest. First, they canceled the Electric Advisory Board meeting for tomorrow since they were unsure if there would be a quorum. Their next meeting will be held in August. Remember July is a busy month. They have three budget workshops scheduled for July 2nd, 9th and 11th. There is a special workshop on July 15th and two regular commission meetings scheduled for July 8th and 22nd.

The personnel committee held a meeting earlier today to discuss which questions should be used in the employee survey. The human resources department believes that a survey should come out in the next thirty to forty-five days. The human resources director and the deputy city manager will visit each department to get everyone up to speed and to encourage everyone to complete the survey. The survey will be conducted electronically.

He missed the personnel meeting due to a meeting with Cutrale. Cutrale is closing their doors and there are significant issues about jobs, general fund issues, and the building. The immediate issue for the city is the utility impact of not selling the bulk sales of gas as well as electricity to Cutrale. We have two separate agreements with them, but he would not go into all the details. The memos he has sent are up-to-date on this topic. With the commission's approval, he would like to have an overlay agreement where the city stops the bulk service for gas because Cutrale did not provide the city with a reasonable notice. We should not be held financially liable for any gap they may have while they sell their capacity of the Florida Gas transmission line. The reaction from Cutrale was that it seemed to be reasonable. Cutrale is working with FGU to find buyers for their capacity. It should be relatively easy, especially in the summer, since the big power companies are looking for capacity to transport gas regeneration. In any case, we do not want to be left holding the bag. Another issue that is a little sticky is the electric service agreement. They have a special agreement where they pay a discounted rate whether they generate or not generate. It is called the interconnection service agreement and it is rather complex. With Cutrale not

doing their own generation, it will be in the city's best interest to see that the agreement expires. We need to call that agreement when they stop their interconnection activity or their generation activity. There were some initial conversations about doing that, and they would capitulate that their load would be of significantly different characteristics. It would closely match our general service or commercial customers. We need to ensure that the agreement dies. They can visit a different agreement if they ever open the doors back up. We also need to discuss some of the facilities that are left in our power plant, their transformers and some environmental issues. At the end of the day when they are on the city's normal general service customer, they need to be paying that rate versus a rate where there could be an argument for staying at the special rate they are at now. That is not in the city's best interest. The city attorney will be typing up the parameters of an agreement which we would like Cutrale to issue. Any decisions that are made will come back to the commission. If they have any detailed questions, give him a shout.

Now, looking at Bikefest. The consensus he received is that the commission wanted to move forward with Bikefest. At the last meeting, we visited the numbers, and he gave them a couple of weeks to kick around the concept of how we should move forward with alcohol sales. Essentially, there are two ways of doing that. If we contract the alcohol sales out and go with a private vendor, the delta on that is about fifty thousand dollars in savings or a potential break even. They could shift some liability, but to do that they need to do a formal RFP to request a service provider to provide the alcohol service. The other option is to do it like we did this past year with a couple of modifications. They would partner again with the Chamber. As far as the loss, that number showed about fifty thousand dollars and there were a couple of ways they could skin the cat for that loss. Remember the two big payout items were the fifty grand civic funding to the Chamber, and using the Bikefest money to support the Chamber. Plus, we were just south of about thirty-six thousand dollars and some changes that were paid to other civic organizations. Almost ninety thousand dollars of the budget went towards civic organizations. For the longest time, the concept of Bikefest was to capture the money and keep it internally. Now to confuse matters more, the city has pretty much always had a loss at Bikefest for in-kind services. There were some mechanisms where the Partnership paid the city a lump sum fee to help us with the in-kind services we provided. The specific in-kind services were overtime expenses, which cost about seventy grand. Since the inception of Bikefest, the city has always absorbed overtime costs in the general fund budget. It may leak out a little to solid waste and some of the other budgets, but typically the in-kind services cover cleaning up and public safety. Those numbers have always been in the budget, and we lived with it. The Partnership used to give us forty thousand dollars back to help cover those costs. It is arguable about rent and utilities and those types of things. We could skin the cat a million different ways, but that is a pretty high view of the situation. The special events manager needs to get started on Bikefest 2025 immediately and to do that she needs to know how the commission wants to proceed. They did not need to make a formal vote, but if there was a consensus on whether they wanted to go with the Chamber or start a new adventure. That is the direction they need.

Mayor Burry said Bikefest has always been our local event. He encouraged everyone to continue allowing the boy scout troops, the rotary club and whoever else we determine should be a part of Bikefest. They should have a little more hand in determining who will benefit by giving everyone an equal opportunity. Bikefest does so much for Lake County in general. We have to be behind that and if we are going to do it, he wanted the local folks to have a good cut rather than farming it out to whoever. **Commissioner Pederson** agreed. He noticed there were other groups like churches downtown charging people to park their bikes, and we do not see those numbers. There are other non-profit groups making money off Bikefest. **Commissioner Reisman** said the special events division and the Chamber did a wonderful job last year. He agreed they need to keep the local organizations because they make a profit from it. His only concern was about the fifty thousand dollars and if it rained during Bikefest. That would be horrible and God forbid it ever happened. However, there should be a sliding scale depending on how

much money is made when the Chamber makes a certain amount. They would receive a set amount no matter what, but he would leave that to the city managers' discretion. If we hit certain numbers, they achieve certain thresholds. **Mayor Burry** asked if there were any other comments. **Commissioner Berry** said she was not opposed to a third party coming in, but she would like to know what that party would look like and what would be offered. Also, if possible, could we allow the Chamber to have the main tent and the other tents be handled by a third party? **CM Minner** answered that could be possible, but it would be cumbersome. He would pontificate that it makes it difficult because an outside professional agency will want the entire take. They will not want to give up part of that take. The thirty percent number that we came up with was from the provisional concept that was provided in the eleventh hour of last year. Our assumptions are based on what that company did and that is how we would formulate the request for proposal. That will be cumbersome because they will want to know which bar is being taken away and where it is located. They will want to know if that bar tent was the top sales producer. The argument goes both ways because the Chamber's position may be that they do not want that spot because it was not the greatest spot. It is doable, but he would prefer that they either go with the third party or stay with the Chamber. Splitting will be more cumbersome. It's not that it cannot be done, it just makes the job harder. **Mayor Burry** questioned how the liability would work on that. Who would be liable if there were more than one? Whose insurance covers if something happens? **CM Minner** added if there was an accident they may want to know where the alcohol came from. He appreciates creativity, but it will make things harder. **Commissioner Berry** said she was trying to figure out a better way of controlling alcohol. She likes the fact that other organizations benefit, but how are the organizations selected? It seems to be the same organization every time. Why don't we open it up to the bidding process or allow a lottery of some kind? Right now, that is not an option and when people come to ask about it, all the main spots are taken and there is no availability left. They are axed out, and the only thing they can do is park cars to try to make some extra money. It is good, but it is not the main dollar. **Commissioner Pederson** stated that in years past, this event was much larger and all the nonprofits were involved. The event had shrunk, but he was sure they could work through that and make everybody happy. **Commissioner Reisman** wanted to know if they were going to keep it on the same scale as last year, or will we make it bigger? **CM Minner** replied that it would most likely be the same scale. There would be some nips and tucks, but they would talk about that during the budget workshop. They are drafting a separate Bikefest budget. If we partnered with the Chamber there would be another agreement like we did this past year. If we go the Chamber route, we could have a multi-year deal and the Chamber would be open to that concept. The city would have some input on whom the beneficiaries are. He suggested keeping that at the city manager's level and not getting bogged down in picking groups. They can always yell at him at the end of the day if the wrong group is picked. If they entertain who the groups are, that will be a cumbersome process. They could also weave that into the agreement so we would have a little more hook than we did last year. **Commissioner Berry** stated they have not looked at the budget in detail about how they would roll it out this year. **CM Minner** responded that they saw detail, and it would be woven into the overall budget. **Commissioner Berry** inquired about the total price of the insurance. **CM Minner** replied it was about forty-eight thousand dollars. **Commissioner Berry** questioned if that would still come from the city. **CM Minner** answered yes. **Commissioner Berry** wanted to verify that the city would be liable. We would pay the Chamber fifty thousand dollars and disperse funds based on the organization and tips. **CM Minner** agreed. **Commissioner Reisman** said he had cautions about having a new organization run one of the big bars. Having the Chambers experience is huge in the big bars. If they open this up to new organizations, they should start with a smaller bar rather than one of the bigger bars. However, it is a good concept. **Commissioner Berry** mentioned that her thought was to have the Chamber run the big tent and the other third parties run the other bars. **Mayor Burry** asked if there were any other comments. **CM Minner** wanted to verify if the consensus was to have an outside vendor or stick with the same plan as last year. If the consensus was to stick with the plan, he would get with the Chamber to put together an agreement. That agreement will come back to the commission at a future meeting. **Commissioner Berry** asked if they were going to vote. **CM Minner** said he had the general direction and that direction was to

go with the Chamber. They will vote on the Chamber agreement.

Commissioner Berry replied that was not where she was going. **CM Minner** said it was not bifurcating like she wanted because that would be too difficult. **Commissioner Berry** wanted to be clear that they were not going to vote. **CM Minner** agreed. **Commissioner Pederson** pointed out if there are other nonprofit groups that want to be involved, they need to see the special events division so they can get in the loop right away. There used to be a lot of groups and one year they paid about one hundred and seventy-six thousand dollars to about fifteen or eighteen nonprofit organizations. **Commissioner Berry** said that was great. She was not against it. She was asking if this was moving forward.

CM Minner asked Sandy Moore of the Chamber, who was in the audience, if she wanted to split the tents. **Sandy Moore** of the Leesburg Area Chamber of Commerce responded there would be an issue with the liquor license because, in order to pull a liquor license for an event that allows people to walk from venue to venue, they have to get a license that covers the whole venue area. She was not aware if they could apply for separate licenses for each tent. That could be very tricky. They are open to entertaining other groups to run the tents for sure. For example, military veterans run a tent in the town square. They have been doing that for many years. They have it down to science, they know what they are doing. The whole aspect of the tent when serving alcohol is, the more you know, the more efficient you will be. Not only for the organization, but for the whole event. **Commissioner Berry** questioned if there would be any further discussions if they just went with the consensus. **CM Minner** agreed. He would bring a partnership contract back to the commission for their approval. **Commissioner Berry** inquired about the years for the contract. **CM Minner** replied that he was not sure about the years. That is to be determined. If she wanted to provide some feedback on the terms, that would be good.

Commissioner Berry mentioned that she thought they would have some say. She knows what has been in the past, and she knows how successful Bikefest has been for many years. Last year was a great year, and she likes that organization's benefit from the tips and the fees. That is the purpose of it. However, we do not know what will happen by using a third party because we never tried it and that was her concern. **Mayor Burry** clarified that the concern about a third party is that there is no money going to the local charities. **Commissioner Berry** said she understood that. That is why we need to be more creative. We need to come up with other ways the organizations can make money from Bikefest. It was not just about pouring alcohol, because they could be doing something else. **CM Minner** pointed out that they heard the Chamber director say that she did not like the concept of splitting costs. If we go with the Chamber she wants all the tents. **Commissioner Berry** said she understood, but then they are getting all the money. **Commissioner Pederson** pointed out that the Chamber proved themselves last year. Plus, they used to run the events for the Partnership. They have a lot of experience and that was reflected in how smoothly the tents ran last year. If a new group goes there, we do not know how that will go.

Commissioner Berry remarked that she was out there working last year, so she agreed. Her organization benefited very well. She was very thankful, but this needed a vote. **Mayor Burry** asked what she wanted to vote on. **Commissioner Berry** answered she would like to vote on whether to use a third party or to continue using the Chamber. **Mayor Burry** asked for a motion.

Commissioner Reisman made a motion to go with the Chamber under the perimeters discussed with a contract that will be brought back before the commission, and Commissioner Pederson seconded the motion.

The roll call vote was:

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

Four yeas, one nay, the Commission approved the motion.

10. ROLL CALL:

Commissioner Reisman stated it was great to see everyone out at the Pine Street ribbon cutting. It was beautiful even though it was windy and tents were flying. The Star Spangled Spectacular will be held on July 4th and the baseball game starts at 5 pm. He hoped to see everyone out there.

Commissioner Connell had no comment.

Commissioner Berry had nothing to comment on.

Commissioner Pederson had no comment.

Mayor Burry said he received an email that included a monthly activity report from the deputy city manager. He really liked it. He asked if those reports could be included on the city website, so the public knows what is going on. It was concise, while not going into depth. It gave an idea of where the city is with things, and it hit all the departments. It had a nice touch. He would like to see those added to the website.

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 Berry, the meeting adjourned at 6:19 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: July 8, 2024

From: Hosea Goodwyn, Senior Buyer, Cliff Kelsey, (Public Works Director), Robert Hicks, (Deputy City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Professional Services Agreement with GAI Consultants, Inc. to provide professional services on a continuing basis for the City's Downtown Improvement project; and providing an effective date.

Staff Recommendation:

Staff recommends awarding Request for Qualifications (RFQ) 240903 to GAI Consultants, Inc., the top-ranked firm, and approval of the resolution authorizing execution of a Professional Services Agreement on a continuing basis.

Analysis:

The purpose of the Solicitation and this Agreement is to contract with a qualified design professional to provide engineering and architectural services (professional services) for projects associated with the City's downtown area. Using this contract, the Professional will be able to complete design and specifications for City projects in accordance with Florida Statute 287.055 on a continuing basis.

Procurement Analysis:

On April 22, 2024, the Procurement Division issued Request for Qualifications (RFQ) 240903 in accordance with Florida Statute 287.055 known as the Consultants Competitive Negotiation Act (CCNA). On June 17, 2024, the City's evaluation committee members independently evaluated the responses based on the evaluation criteria set out in the RFQ document issued by the City. The committee members agreed on the final ranking following the independent evaluations and scoring by a unanimous vote of three (3) to zero (0).

The City received three responses to the Request for Qualifications (RFQ). The responding firms and their ranking are listed here.

The agreement will be for a term of three (3) years with the option of two (2) one (1) year additional extension periods not to exceed an aggregate of five (5) years.

RANKING	FIRM NAME	SCORE
1	GAI Consultants, Inc.	98%

2	Stantec Consulting Services, Inc.	91.33%
3	Forefront Architecture & Engineering, LLC	83.33%

Options:

1. Approve the resolution authorizing execution of the agreement with GAI Consultants, Inc.; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

Currently there is no budget for any downtown improvement projects; therefore, there is no immediate fiscal impact. Budgets for future downtown improvement projects will be determined by City Commission or City Staff.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
PROFESSIONAL SERVICES AGREEMENT WITH GAI CONSULTANTS, INC.
TO PROVIDE PROFESSIONAL SERVICES ON A CONTINUING BASIS FOR
THE CITY'S DOWNTOWN IMPROVEMENT PROJECT; 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 **GAI Consultants, Inc.** whose address is 618 E. South Street, Suite 700, Orlando, Florida, 32801, to provide Professional Services (Design) for the City's Downtown Improvement projects pursuant to request for qualification for Bid No. 240903.

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 8th day of July 2024.

Mayor

ATTEST:

City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of the ____ day of _____ in the year 2024, between **THE CITY OF LEESBURG**, 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 **GAI Consultants Inc.**, whose address is 618 E. South Street, Suite 700, Orlando, Florida 32801 (hereinafter referred to as “PROFESSIONAL” or “GAI Consultants Inc.”).

WHEREAS, the CITY issued Request for Qualifications (RFQ) 240903 to contract with a qualified professional or firm to provide engineering and architectural (professional services) services for project associated with the City of Leesburg downtown area.

WHEREAS, the CITY evaluated all responses to RFQ 240903 in accordance with Florida Statute 287.055 – Consultants Competitive Negotiation Act and the PROFESSIONAL was selected as the top-ranked firm among all firms submitting proposals;

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

1. **Contract Documents.** The following documents and information are incorporated by reference and made part hereof; and shall comprise the Contract Documents.

- a. This Agreement; and
- b. Request for Qualification (RFQ) 240903 in its entirety; and
- c. PROFESSIONALS response to RFQ 240903 included here as Attachment ‘A’; and

2. **Scope of Services.** The PROFESSIONAL shall furnish the services described in Attachment ‘A’. Nothing herein shall limit the CITY'S right to obtain proposals or services from other professionals for similar projects.

3. **Payment.** The PROFESSIONAL shall be paid not more than once monthly for work performed on existing Task Orders. All invoices submitted by the PROFESSIONAL shall be clearly reference the purchase order issued for the Task Order, the project name and the services performed. Work invoiced must be done in a manner that multiple Task Orders are not listed on the same invoice.

All invoices will be processed and paid in accordance with the State of Florida Local Government Prompt Payment Act, Florida Statute Part VII, Chapter 218.

4. **Authorized Expense.** The CITY will not be liable for any expenses incurred by the PROFESSIONAL prior to the issuance of a Notice to Proceed except as authorized by the CITY in writing.

5. **Authorized Work.** When work is ordered by the City, the PROFESSIONAL shall prepare a Scope of Services for the requested task. CITY shall prepare a Task Order to be executed by both parties.

6. **Task Orders.** All future work will be authorized by use of a Task Order. The PROFESSIONAL will provide a proposal for each project in a format approved by the City. The proposal will include a detailed Scope of Service as agreed to by the CITY. The proposal will also include a total expected compensation for the Scope of Services. The compensation amount must be supported by a detailed breakdown by task/activity and position. Positions and billable rates must correlate to the Schedule of Hourly Rates included as ATTACHMENT 'A'.

The Term and Conditions of this Agreement are incorporated into all Task Orders. All Task Orders must be executed by the proper authority. Depending on dollar value of the Task Order it will be either the Mayor, with approval of the Commission, or City Manager.

Task Orders(s) executed under this agreement will survive the expiration of the original Agreement and all amendments and will be valid until all services associated with the Task Order(s) are completed.

7. **Term.** This Agreement shall commence upon the date of execution and shall remain in effect for a period of three (3) years with the option of two (2) one (1) year extension periods not to exceed an aggregate of five (5) years, unless earlier terminated in accordance with the provisions.

8. **Termination.** All or part of this Agreement may be terminated under the following conditions;

a. **For Convenience**

- i. The CITY may, by written notice to the PROFESSIONAL, terminate this Agreement for its convenience and without cause or default on the part of PROFESSIONAL. Upon receipt of the notice of termination, except as explicitly directed by the CITY, the PROFESSIONAL must immediately discontinue all services affected.
- ii. Upon termination of the Agreement, the PROFESSIONAL must deliver to the CITY all data, surveys, models, drawings, specifications,

reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the PROFESSIONAL under this contract, whether complete or partially complete.

- iii. CITY agrees to make just and equitable compensation to the PROFESSIONAL for satisfactory work completed up through the date the PROFESSIONAL receives the termination notice. Compensation will not include anticipated profit on non-performed services.
- iv. CITY further agrees to hold PROFESSIONAL harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

b. Termination for Default

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- i. **Termination by Owner:** The CITY may terminate this Agreement in whole or in part, for the failure of the PROFESSIONAL to:
 - 1. Perform the services within the time specified in this contract or by CITY approved extension;
 - 2. Make adequate progress so as to endanger satisfactory performance of the Project;
 - 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the PROFESSIONAL must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the PROFESSIONAL must deliver to the CITY all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the PROFESSIONAL under this contract, whether complete or partially complete.

CITY agrees to make just and equitable compensation to the PROFESSIONAL for satisfactory work completed up through the date the PROFESSIONAL receives the termination notice. Compensation will not include anticipated profit on non-performed services.

CITY further agrees to hold PROFESSIONAL harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the CITY determines the PROFESSIONAL was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the CITY issued the termination for the convenience of the CITY.

- ii. **Termination by Professional:** The PROFESSIONAL may terminate this Agreement in whole or in part, if the CITY:
 - 1. Defaults on its obligations under this Agreement;
 - 2. Fails to make payment to the PROFESSIONAL in accordance with the terms of this Agreement;
 - 3. Suspends the Project for more than one-hundred eighty (180) days due to reasons beyond the control of the PROFESSIONAL.

Upon receipt of a notice of termination from the PROFESSIONAL, CITY agrees to cooperate with PROFESSIONAL for the purpose of terminating the agreement or portion thereof, by mutual consent. If CITY and PROFESSIONAL cannot reach mutual agreement on the termination settlement, the PROFESSIONAL may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the CITY's breach of the contract.

In the event of termination due to CITY breach, the PROFESSIONAL is entitled to invoice CITY and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the PROFESSIONAL through the effective date of termination action. Owner agrees to hold PROFESSIONAL harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

9. **Insurance.** The PROFESSIONAL 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 CITY by PROFESSIONAL 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 PROFESSIONAL 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 CITY does not represent these coverages or amounts to be adequate or sufficient to protect the PROFESSIONAL'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 PROFESSIONAL waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- h. Insurance required of the PROFESSIONAL, or any other insurance of the PROFESSIONAL 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 workers' compensation and professional liability, the PROFESSIONAL'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: Robert W. Hicks, 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 PROFESSIONAL, 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 PROFESSIONAL'S liability coverage(s).

10. **Individual Liability.**

PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF PROFESSIONAL MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

11. **Indemnification.** The PROFESSIONAL shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the PROFESSIONAL and persons employed or utilized by the PROFESSIONAL in the performance of this Agreement. The liability of the PROFESSIONAL shall, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, and the obligation of the PROFESSIONAL to indemnify the CITY shall be limited to intentional misconduct or negligent acts, omissions, or defaults of the PROFESSIONAL; any contractors, subcontractors, sub-subcontractors, materialmen, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the CITY, its officers, agents and employees, provided however that the PROFESSIONAL shall not be obligated to indemnify the CITY against losses arising from the negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the intentional misconduct or negligent acts or omissions of the PROFESSIONAL, or any contractors, subcontractors, sub-subcontractors, materialmen, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

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

13. **Permits, Licenses, and Fees.** PROFESSIONAL will obtain and pay for all permits and licenses required by law that are associated with the PROFESSIONAL'S performance of the Scope of Services.

14. **Access to Records.** PROFESSIONAL will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all

invoiced amounts. Said records will be available for examination by the CITY during PROFESSIONAL'S normal business hours.

Additionally, PROFESSIONAL must maintain an acceptable cost accounting system. The PROFESSIONAL agrees to provide the CITY or any of their duly authorized representatives, access to any books, documents, papers, and records of the PROFESSIONAL which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The PROFESSIONAL agrees to maintain all books, records and reports required under this contract for a period of not less than five (5) years after final payment is made and all pending matters are closed.

Public Records Retention. PROFESSIONAL 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 PROFESSIONAL herein. PROFESSIONAL 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. PROFESSIONAL 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. PROFESSIONAL shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the PROFESSIONAL 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 PROFESSIONAL in a format that is compatible with the information technology systems of the CITY.

IF THE PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-728-9731, 501 W. MEADOW STREET, LEESBURG, FLORIDA 34748.

15. **Contingent Fees Prohibited.** The PROFESSIONAL warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROFESSIONAL, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the PROFESSIONAL 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.

16. **Ownership of Documents.** All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the PROFESSIONAL (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the PROFESSIONAL shall in no way be liable or legally responsible to anyone for the CITY's use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the PROFESSIONAL.

17. **Independent Contractor.** The PROFESSIONAL agrees that it 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 PROFESSIONAL. PROFESSIONAL will be responsible for paying its own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The PROFESSIONAL shall be solely and entirely responsible for his or her acts during the performance of this Agreement.

18. **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.

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

20. **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.

21. **Contact Person.** The primary contact person under this Agreement for the PROFESSIONAL shall be Lisa Rambo (email: l.rambo@gaiconsultants.com). The primary contact person under this Agreement for the CITY shall be Al Minner, City Manager (email: Al.Minner@leesburgflorida.gov).

22. **Notices.** All notices required under this Agreement shall be in writing and sent by United States mail, certified or registered, with return receipt requested and postage prepaid, or by nationally recognized courier service to the address of the party set forth below. Any such notices shall be deemed given when received by the party to whom it is intended.

PROFESSIONAL: Lisa Rambo
GAI Consultants, Inc.
618 E. South Street, Suite 700
Orlando, FL 32801
Phone: 407-423-8398
Email: l.rambo@gaiconsultants.com

CITY: City of Leesburg
Attn: Robert W. Hicks, Purchasing Manager
204 N. 5th Street
Leesburg, FL 34748
Phone: 352.728.9880
Email: Robert.Hicks@leesburgflorida.gov

23. **Approval of Personnel.** Key Personnel: The City reserves the right to discontinue (terminate) when key personnel identified in the PROFESSIONAL's response to the original Request for Qualifications are not available. The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of PROFESSIONAL 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 PROFESSIONAL pursuant to this Agreement, CITY may require PROFESSIONAL assign a different person or persons be designated to be the contact person or to perform the PROFESSIONAL services hereunder.

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

25. **Subcontractors.** The CITY reserves the right to approve all subcontractors for tasks performed under this Agreement. Responsibility for the performance of the contract remains with the PROFESSIONAL exclusively. Subcontractors may be added to this contract during the contract period only with prior written permission from the CITY

26. **Disclosure of Conflict.** The PROFESSIONAL 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 PROFESSIONAL and his duties under this Agreement.

27. **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.

28. **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.

[Signature page follows.]

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

GAI CONSULTANTS, INC.

By: _____

Printed: _____

Its: _____
Title

THE CITY OF LEESBURG, FLORIDA

By: _____
James A. Burry Jr., Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form and content:

William Watson, City Attorney

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: July 8, 2024

From: Travis Rima, (Recreation Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute an agreement to accept a TDC grant between Lake County, Florida, and the City of Leesburg; and providing an effective date.

Staff Recommendation:

Staff recommends repealing accepting the TDC Grant funding and agreement from Lake County.

Analysis:

On August 24, 2023, The Lake County TDC unanimously voted to fund the Leesburg Sports Tourism Plan to the amount of \$3,996,000. This amount combines the \$996,000 from the agreement approved by the City Commission March 27, 2023, and by the Lake County Board Of County Commissioners on April 18, 2023. \$1,996,000 is to be allocated to the Susan Street Sports Complex and \$2,000,000 to be allocated to the Sleepy Hollow Sports Complex. Per the agreement, the allocation of the funds for Sleepy Hollow can not be released until the completion of the Susan Street Project.

The attached agreement includes items of note:

1. This agreement replaces any and all previous agreements
2. Commencement of construction must start 180 days after the full execution of this agreement
3. Reporting procedures (5 years)
4. Clawback provision (Performance Measures; Repayment)

Recreation Staff is currently working with Halff & Associates on the design of Susan Street. We are at 60% design for that project.

The Lake County Board of County Commissioners must approve the agreement once approved by the Leesburg City Commission.

History of TDC funding agreement:

August 8, 2022, the Leesburg City Commission granted Recreation Staff permission to pursue grant funding for the Susan Street Sports Complex project through the Lake County TDC Capital Projects Funding Program. Recreation Staff submitted an application for \$1,000,000 during the October 2022

capital funding application process. The Lake County TDC board provided a recommendation to the Lake County Board of County Commissioners to award \$996,000 to the City of Leesburg for this project.

On March 27, 2023, the City Commission approved accepting the grant funding agreement proposed by Lake County and an appropriate reimbursement methodology to include with the agreement.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

This grant is a 50/50 match. The project funding is combined in the grant, so any funding for either facility satisfies the 50% obligation.

Account No. 031-0000-337-4300

Project No. 310081

WF No. 1471073, 1471393

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AN AGREEMENT TO ACCEPT A TDC GRANT BETWEEN LAKE COUNTY,
FLORIDA, 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 Lake County, whose address is 315 West Main St, Tavares, Florida 32778, for grant funding.

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 8th day of July 2024.

Mayor

ATTEST:

City Clerk

**AMENDED AND RESTATED AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND CITY OF LEESBURG
FOR CAPITAL PROJECTS FUNDING PROGRAM**

THIS AMENDED AND RESTATED CAPITAL PROJECTS FUNDING PROGRAM AGREEMENT is entered into by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter the “COUNTY,” and the City of Leesburg, a municipal corporation organized under the laws of the State of Florida, hereinafter referred to as “AGENCY.”

WHEREAS, the Lake County Tourist Development Tax was created to fund the advancement of tourism and attract tourists to visit Lake County; and

WHEREAS, the Board of County Commissioners established a Capital Projects Funding Program from the Tourist Development Tax (“TDT”) to assist agencies in establishing new or refurbishing existing facilities or infrastructures that are for recreational activities, cultural events and performances that host events in Lake County whose primary goal and purpose is to bring substantial numbers of tourists. Such facilities and infrastructures must be either (1) publicly owned and operated by not-for-profit organizations and open to the public or (2) publicly owned and operated by a public entity; and

WHEREAS, the AGENCY is desirous of establishing, refurbishing, and maintaining such facilities pursuant to the terms of this Agreement; and

WHEREAS, on April 18, 2023, the AGENCY and COUNTY entered into the Agreement Between Lake County Florida and City of Leesburg for Capital Projects Funding Program (the “First Agreement”) which approved \$996,000 in funding for improvements to the Susan Street Sports Complex (“Susan Street”) and established that construction must begin no later than October 15, 2023, however, the contemplated improvement project has not yet begun; and

WHEREAS, on August 24, 2023, a second application for funding was brought before the Tourist Development Council (“TDC”) for further improvements to Susan Street as well as improvements to Sleepy Hollow Sports Complex (“Sleepy Hollow”). The Susan Street and Sleepy Hollow improvements combined constitute the overall Leesburg Sports Tourism Project Plan (“Sports Tourism Plan”) which has been recommended by the TDC for approval for a total of \$3,996,000 in TDT funds, with an initial \$1,996,000 towards Susan Street and then, contingent on completion of the Susan Street improvements, an additional \$2,000,000 towards Sleepy Hollow; and

WHEREAS, this Amended and Restated Agreement (the “Amended and Restated Agreement” or “Agreement”) shall replace any prior agreements entered into by the parties regarding the funding for improvements to Susan Street and/or Sleepy Hollow, including the First Agreement referenced above, and shall be the governing document between the parties with regard to the Sports Tourism Plan; and

WHEREAS, this Amended and Restated Agreement is in the best interests of the parties and the residents of Lake County, Florida.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises and covenants set forth herein, the parties agree as follows:

1. Legal Findings of Fact. The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this agreement upon adoption hereof.

2. Capital Projects. In order to be eligible for funding under this Agreement, the project must consist of one of the following:

- A. New construction, expansion, remodeling, or a replacement project for an existing facility or facilities. The project must have a total cost of at least \$25,000 over the life of the project and a useful life of at least ten (10) years.
- B. A purchase of major equipment (assets) costing \$25,000 or more with a useful life of at least ten (10) years.
- C. A major maintenance or rehabilitation project for existing facilities with a cost of \$25,000 or more and a useful life of at least ten (10) years.

The capital project shall be for the purpose of establishing new or refurbishing existing facilities or infrastructures that are for recreational activities, cultural events and performances that host events in Lake County whose primary goal and purpose is to bring substantial numbers of tourists. Such facilities and infrastructures must be either (1) publicly owned and operated by not-for-profit organizations and open to the public or (2) publicly owned and operated by a public entity.

The capital project approved for funding pursuant to this Agreement is identified as follows:

Project Name: City of Leesburg – Sports Tourism Plan
Project Location: Susan Street & Sleepy Hollow Sports Complexes, Leesburg, FL
Project Description: The AGENCY’S Sports Tourism Plan consists of an expansion to Susan Street Sports Complex including the addition of one (1) rectangle field as well as a maintenance storage facility, bleachers, scoreboards, and PA system. Additionally, the expansion of Sleepy Hollow Sports Complex including the addition of two (2) diamond fields along with renovating/updating existing fields and spectator areas.

A full description of the capital project is included in **Exhibit A**, attached hereto and incorporated herein by reference. The AGENCY certifies by execution hereof that the capital project, upon completion, is estimated to create the following room nights:

Average Annual Projected Room Nights: 6,973 (Both Projects)

3. Project Commencement. The AGENCY shall commence the Susan Street portion of the project within one hundred eighty (180) days of the full execution of this Agreement. The Susan Street portion is currently anticipated to be completed October 1, 2025. The AGENCY shall commence the Sleepy Hollow portion of this project no later than March 30, 2026. If the AGENCY does not commence each portion of the capital project within these time frames, this Agreement shall automatically terminate and the COUNTY may proceed with reallocating the funding to another agency or project. Granting a written request by AGENCY for an extension of time is solely within the discretion of the COUNTY, and the authority to approve or deny such a request is hereby delegated to the County Manager.

4. Funding. The funding provided under this Agreement from the Tourist Development Tax, hereinafter the “TDT Funds,” shall be supplemental in nature and the AGENCY hereby agrees that in no event shall the funding provided hereunder be the sole source of funding for the capital project. The AGENCY shall provide a fifty percent (50%) match of the budget for the total cost of the capital project. In-kind matches shall be permitted so long as value estimates are verifiable. In-kind matches may include but are not limited to donated goods and services, land, and facilities. The AGENCY shall provide evidence, to the satisfaction of the COUNTY, of other sources, which, when combined, provide for the total funding for the complete capital project.

The capital project is approved for TDT Funds as follows:

Total Project Budget:	<u>\$8,000,000</u>
TDT Funds Approved:	<u>\$3,996,000 (\$1,996,000 for Susan Street; \$2,000,000 for Sleepy Hollow contingent upon successful completion of improvements to Susan Street Sports Complex and the availability of TDT funds in Lake County with the following conditions; any project costs above \$3,996,000 would be full responsibility of the City of Leesburg, and the City of Leesburg would provide actual annual economic impact reports for all events held at TDT funded venues to the TDC.)</u>

5. Payment. Payments shall be made to the AGENCY at the following milestones: (1) twenty-five percent (25%) completion; (2) fifty percent (50%) completion (which shall correspond with 100% completion of the Susan Street improvements—no payments shall be made for Sleepy Hollow improvements until Susan Street is completed); (3) seventy-five percent (75%) completion and (4) one hundred percent (100%) completion. The AGENCY shall submit an itemized invoice at each milestone and include documentation sufficient to support the request for payment. The COUNTY has the option to request additional documentation if the COUNTY deems it necessary in order to support the payment. In the event the AGENCY cannot commence the capital project without receiving TDT Funds in advance, the AGENCY may request the initial twenty-five percent (25%) payment at the start of the project; provided, however, that all other milestone payments shall be invoiced at the completion of the milestone. Payments shall only be made to the AGENCY as approved hereunder. In no event shall payments be made directly to any of AGENCY’S vendors or subcontractors. Payments shall be made in accordance with Chapter 218, Part VII, Florida Statutes.

6. Term and Termination. The term of this Agreement shall be five (5) years from the date of execution by the last party to do so.

A. Termination for Convenience. This Agreement may be terminated by the COUNTY upon thirty (30) calendar days' written notice to the AGENCY; but if any work, service or task under this Agreement is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until the work, service, or task is completed and accepted. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) calendar days' written notice, the COUNTY will reimburse the AGENCY for actual work satisfactorily completed.

B. Termination for Cause. This Agreement may be terminated by the COUNTY due to the AGENCY's breach of a material term of this Agreement, but only after the COUNTY has provided AGENCY with ten (10) calendar days' written notice for the AGENCY to cure the breach and the AGENCY's failure to cure the breach within that ten (10) day time period; but, if any work, service or task under this Agreement is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until the work, service, or task is completed and accepted.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement will be terminated and the AGENCY will be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/tasks delivered under this Agreement.

7. Performance Measures; Repayment. In the event the capital project falls short of creating the room nights and/or meeting the development thresholds identified in Section 2 above, within the COUNTY'S sole discretion, the AGENCY shall reimburse the COUNTY a prorated portion of the TDT Funds, as determined by the COUNTY. The Tourist Development Council ("TDC") and AGENCY will mutually agree upon the reimbursement methodology and deadlines for such reimbursement, and in the event that the parties are unable to agree, the TDC will submit its recommendation along with the AGENCY'S recommendation, to the Lake County Board of County Commissioners for final approval.

8. Eligible and Ineligible Uses. The TDT Funds provided hereunder shall only be used for eligible items as defined under Section 125.104, Florida Statutes, and under the County's Tourist Development Plan, Section 13-47, Lake County Code. Eligible uses include, but are not limited to, the following: construction, extensions, expansion, remodeling, repair and/or improvements, and major equipment (assets) for convention centers, sports stadiums, coliseums, auditoriums or museums. The following uses are ineligible for funding:

A. Annual operating expenditures.

- B. Legal, medical, engineering, accounting, auditing, planning feasibility studies or other consulting services.
- C. Salaries or supplements to salaries for existing or future staff, or employment of personnel not directly related to the project or event.
- D. Purchasing tangible personal property including but not limited to office furnishings or equipment valued less than \$25,000, permanent collections, or individual pieces of art.
- E. Interest reduction of deficient or loans.
- F. Expenses incurred or obligated prior to or after the funding project period. (Even if related to the capital project, TDT Funds shall not be used to reimburse any expense incurred prior to the full execution of this Agreement.)
- G. Prize money, scholarships, awards, plaques, T-shirts, uniforms or certificates.
- H. Travel.
- I. Projects which are restricted to private or exclusive participation.
- J. Private entertainment, food or beverages.
- K. Expenses to fund other events not recommended or approved by Lake County.

In the event the AGENCY is found to have used the TDT Funds for an ineligible use, the AGENCY must repay the funds to the COUNTY, plus five percent (5%) interest, or the maximum interest permitted by law if lesser.

9. Reporting Requirements. The AGENCY shall provide the following reports to the COUNTY:

- A. Project Status Reports. Quarterly reports shall be submitted to provide information on the capital project. Quarterly reports are due on the first (1st) day of the third (3rd) month of each calendar quarter. The report should contain a brief narrative summary providing updated information on the capital project, including financial status report for the project, planning and construction related activities.
- B. Construction Completion Report. Within forty-five (45) days of the completion of the capital project, the AGENCY shall summarize its efforts by providing the following information:
 - 1. A brief narrative summary of the successful completion of the capital project.

2. An evaluation of the economic impact the capital project has initially had on the County.
 3. A financial statement listing all of the revenues received and expenses paid in the course of the development and completion of the capital project that clearly defines how and where the funds were used.
 4. Photographs or video of the capital project and any related events, including time lapses of the construction.
- C. Project Impact Report. No later than January 30th and July 15th of each calendar year after completion of the capital project for a term of five (5) years, the AGENCY shall provide the COUNTY with a detailed report of all events that have taken place as a result of the completion of the capital project funded hereunder. These Project Impact Reports shall include survey results from the registered participants and/or attendees of the events. These surveys shall provide information pertaining to the number of registered participants and/or persons attending the event, the number of nights stayed, food and entertainment budget while visiting, and ways to improve their visit to Lake County. The AGENCY shall also provide survey results from the registered participants or Room Night Certification forms for each event held at the facility funded hereunder for the same five (5) year term. Visit Lake may provide post-event data when available, if event has been approved/awarded TDC Event Sponsorship funding. Project Impact Reports shall also include the following information:
1. Business development and marketing activities for the respective reporting period.
 2. Summary including:
 - i. All new events, visitation and room nights generated during the respective reporting period.
 - ii. Total new events, visitation and room nights generated since project completion.
 - iii. Projected event calendar of new tourism related events for upcoming 5-year period.
 3. Flyers, newspaper ads, brochures, or marketing efforts utilized to attract tourists. This may include a list of radio stations, magazines, etc.
 4. If events have been held since completion of the capital project, include local attractions that were visited as part of the events, and local restaurants or businesses utilized as part of the event.
 5. Final documented, or if unable to provide actual numbers, estimated number of event participants.

6. Room Night Certification Form – the AGENCY must make every effort to obtain the number of overnight stays from local hotels within the County that housed those attending the event. This means that for events requiring registration, the recipient should make available a list of County hotels and encourage overnight stays. For those events that do not require registration, information should be provided during the event to encourage an overnight stay. After the event, the AGENCY shall provide the survey results from the registered attendees at the event or be required to request that the hotels provide information regarding the number of individuals residing at the hotel as a result of the event.
- D. The final report of the five (5) year reporting term shall include all required items under Section 7(C), Project Impact Report (1-6). Additionally, the final report shall include the following additional information:
1. The final aggregate number of room nights created by the project in the project reporting period (5 years).
 2. Actual number of room nights created in project reporting period compared to the projected number of room nights in the project reporting period, as set forth in Section 2 of this document. The following thresholds shall be used for comparison purposes:
 - i. 00% - 20% Project generated 80% or more of the actual room nights compared to projected room nights
 - ii. 21% - 40% Project generated 60-79% of the actual room nights compared to projected room nights
 - iii. 41% - 60% Project generated 40-59% of the actual room nights compared to projected room nights
 - iv. 61% - 80% Project generated 20-39% of the actual room nights compared to projected room nights
 - v. 81% - 100% Project generated 00-19% of the actual room nights compared to projected room nights

If any of the subsequent events resulted in no overnight hotel stays, or few overnight hotel stays, the AGENCY shall document its efforts to promote overnight hotel stays and other opportunities within Lake County.

10. Signage. AGENCY shall recognize the COUNTY as a project sponsor by incorporating the COUNTY’S logo on all signage AGENCY places on the Project property as identified in Section 2 above, along with the wording “in partnership with Lake County.” AGENCY shall submit a proof of the proposed signage to the COUNTY for review and approval prior to installation. AGENCY shall also include the COUNTY’S logo with the phrase “in partnership with Lake County” on all promotional materials, programming, registrations, and media associated with the Project.

11. Indemnification. Subject to the provisions of Section 768.28, Florida Statutes, the AGENCY agrees to indemnify and hold the COUNTY harmless to the extent allowed for by Florida law, and the COUNTY agrees to indemnify and hold the AGENCY harmless to the extent allowed for by Florida law, from and against any actions at law to recover damages in tort for money damages for injury or loss of property, personal injury, or death arising out of this Agreement and caused by the negligent or wrongful act or omission of any employee under circumstances in which the AGENCY and the COUNTY, if a private person, would be liable to the claimant, in accordance with the general laws of the State of Florida.

This indemnification shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement to the extent allowed for by Florida law. Nothing contained herein shall be construed as an admission of liability on the part of either party. The full execution of this Agreement shall obligate the COUNTY and the AGENCY to comply with this indemnification. This indemnification shall not act or be interpreted as a waiver of either party's sovereign immunity pursuant to Section 768.28, Florida Statutes.

12. Default. If AGENCY fails to complete any of the AGENCY'S obligations identified herein, including, but not limited to fails to construct the capital project, fails to appropriately market the capital project, or fails to appropriately manage the operations associated with the capital project, the COUNTY shall have the right to hold the AGENCY in default of the Agreement. Upon a finding of default, the COUNTY shall have the right to refuse payment or to reduce the payment as determined appropriate by the COUNTY. The COUNTY shall notify the AGENCY in writing of the default and of any reduction in the contract amount. The AGENCY shall have ten (10) days in which to respond to the demand and to provide justification as to why such funding should not be reduced. Failure to respond within this time frame shall be considered a waiver of any claims. The COUNTY shall have the right to institute proceedings within the Fifth Judicial Circuit of Florida to enforce the terms of this Agreement.

13. Right to Audit. The COUNTY reserves the right to require AGENCY to submit to an audit by any auditor of the COUNTY'S choosing. AGENCY shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. AGENCY shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for five (5) years following expiration of the Agreement, or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at this link: <https://files.floridados.gov/media/703328/gsl-sl-2020.pdf>, whichever is longer. AGENCY agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the AGENCY in performance of any work hereunder.

If an audit inspection or examination pursuant to this section discloses a misuse of the funds or a use of the funds for any ineligible items, or inappropriate use of the funds of any nature whatsoever by the AGENCY to the COUNTY in excess of one percent (1%) of the total contract amount, in addition to making adjustments for the disallowed items or charges, the reasonable actual cost of the COUNTY'S audit shall be reimbursed to the COUNTY by the AGENCY. Any

adjustments and/or payments which must be made as a result of any such audit or inspection of the AGENCY'S records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY'S audit findings to the AGENCY.

14. General Provisions.

- A. Notice. Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail, and addressed as follows:

COUNTY

County Manager
315 West Main Street, Ste. 308
P.O. Box 7800
Tavares, Florida 32778-7800

AGENCY

City Manager
501 West Meadow St.
Leesburg, Florida 34748

cc: County Attorney
315 West Main Street, Ste. 335
P.O. Box 7800
Tavares, Florida 32778

Each party may change its mailing address by giving to the other party, by hand delivery, United States registered or certified mail, notice of election to change such address.

- B. Modification. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality, and of equal dignity herewith.
- C. Severance. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- D. Scope of Agreement. This Agreement is intended by the parties to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements or agreements to the contrary. This Agreement supersedes and replaces the Previous Agreements between the parties.
- E. Entire Agreement. This Agreement, together with any exhibits or attachments hereto constitutes the entire agreement between the parties, and incorporates all

discussions between the parties. This Agreement may not be amended or modified except by a writing signed by the party to be charged.

- F. Effective Date. The effective date of this Agreement shall be the date it is executed by the last party to do so.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the COUNTY through its Board of County Commissioners, signing by and through its Chairman, and AGENCY through its duly authorized representative, signing by and through its Mayor.

AGENCY

CITY OF LEESBURG, FLORIDA

ATTEST:

J. Andi Purvis, City Clerk

Jimmy Burry, Mayor

This ____ day of _____, 2024.

Approved as to form and legality:

Grant Watson, City Attorney

**AMENDED AND RESTATED AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF LEESBURG FOR
CAPITAL PROJECTS FUNDING PROGRAM—SPORTS TOURISM PLAN**

COUNTY

LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

Kirby Smith, Chairman

This ____ day of _____, 2024.

Approved as to form and legality:

Melanie Marsh, County Attorney

Exhibit A:

Timeline for Susan Street portion of project:

Potential start date of October 1st, 2024 with one (1) year project duration.

- 25% Completion (January 31, 2025)
 - Mobilization
 - Site work Demo
 - Surveying
 - Stormwater Infrastructure
- 50% Completion (April 30, 2025)
 - Underground utilities
 - Mass grading
 - Field Layout
 - Vertical structures
- 75% Completion (July 31, 2025)
 - Field irrigation
 - Flatwork & Hardscapes
 - Interior finishes
 - Parking lot
 - Field fencing
 - Field lighting
- 100% Completion (October 31, 2025)
 - Field turf
 - Final landscaping
 - FF&E
 - Punch list
 - Close out

AMENDED AND RESTATED AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF LEESBURG FOR
CAPITAL PROJECTS FUNDING PROGRAM—SPORTS TOURISM PLAN



Parks & Recreation



"The Recreation Department's mission is to enhance the quality of life for Leesburg citizens by providing affordable high quality recreation facilities, programs, and services"



To: Ryan Ritchie, Director Office of Visit Lake – Tourism & Sports
CC: Chairman Shields, Lake County TDC, Lake County TDC Members
From: Travis Rima, Director of Parks and Recreation, City of Leesburg Florida
Date: August 14, 2023
Re: Supplemental Capital Funding Information

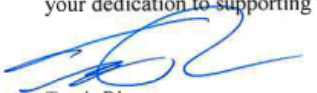
Chairman Shields, TDC Board Members, and Mr. Richie

The City of Leesburg strives to be a hub for sports tourism in Lake County, the State of Florida, and the SE Region of the United States. The City has created a strategic tourism plan to increase the tourism opportunities throughout various facilities in the City. The strategic plan for tourism in the City of Leesburg includes three (2) specific locations within the City: Susan Street Sports Complex and Sleepy Hollow Sports Complex.

Sleepy Hollow Sports Complex has been a tremendous investment into tourism for the City of Leesburg and Lake County. Sleepy Hollow has emerged as a premier softball facility in the United States, already attracting national youth events and elite collegiate softball events. The resurgence of events at the facility hit stride in 2015 with the addition of THE Spring Games and skyrocketed to prominence in 2021 by hosting eighty-four (84) Big 10 Conference softball games. The success of the Big 10 event resulted in expanded college softball events along with premier youth softball events relocating to Leesburg. The future of Sleepy Hollow is limitless, beginning with the initial investments made by the City and County in 2021, and continues with the current grant funding application. Commitments from THE Spring Games, BlueChip Softball, Triple Crown Softball, Premier Girls Fastpitch, and others produce an exorbitant economic impact for the County.

Susan Street Sports Complex is a major investment into sports tourism by The City of Leesburg and Lake County. The City currently has working concept for the initial phase of the Susan Street Project. Phase one of the Susan Street Project includes \$996,000 in TDC grant funding. The current design consists of the entire scope of phase one and phase two of the project. With appropriate funding, The City has the ability to move right into construction of phase 2. Discussions with National Collegiate Rugby, Rank Up Athletics, and others indicate that a full six (6) field complex can exponentially increase their attendance for their events.

In conclusion, the proposed sports tourism projects have the potential to generate significant economic and social benefits for Leesburg and Lake County. With the support of this grant funding, we can enhance our sports facilities, attract more visitors to the area, and provide memorable experiences for both athletes and spectators. We believe this project aligns with the goals and priorities of the TDC and BCC and The City of Leesburg is committed to ensuring its success. Thank you for considering our application and for your dedication to supporting the growth of sports tourism in Lake County.


Travis Rima
Director of Parks and Recreation
City of Leesburg

AMENDED AND RESTATED AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF LEESBURG FOR
CAPITAL PROJECTS FUNDING PROGRAM—SPORTS TOURISM PLAN



LAKE COUNTY TOURIST DEVELOPMENT TAX
CAPITAL PROJECTS FUNDING APPLICATION

A. Background

1. Name of Capital Project: City of Leesburg Sports Tourism Plan
2. Location: Sleepy Hollow Sports Complex & Susan Street Sports Complex
3. Projected Timeline - Start: FY '23 Completion: _____
4. Please circle the description that best describes the nature of your Project:
New Construction Expansion Renovation Major Equipment
5. Executive Summary - Please provide an overview of the Project and its benefits to Lake County:
Please see attached memo for summary of project and its benefits to Lake County

B. Applicant Information

1. Name of Submitting Organization: City of Leesburg
2. Purpose and Mission of Submitting Organization: _____
Vision - A diverse community energetically working in collaboration to ensure that the City of Leesburg upholds its history, ambiance, and natural resources to become and stay a vibrant community
Mission - A diverse community energetically working in collaboration to ensure that the City of Leesburg upholds its history, ambiance, and natural resources to become and stay a vibrant community

3. How long has the organization been operating in Lake County? 100+ Years
4. Tax Status of Submitting Organization: Tax Exempt - Government Entity
5. FEID Number: 59-60000362 (Please submit your W-9 with Application)
6. Contact Person & Title: Travis Rima, Director of Parks and Recreation
7. Address: 501 W. Meadow St, Leesburg FL 34731
Phone(s): (352) 504-8897 Fax: (352) 326-6625 Twitter: _____
E-mail: travis.rima@leesburgflorida.gov Website: www.leesburgflorida.gov

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1. *Details on project space/construction type, clients served, and the Project itself:*
Please see attached memo for project space/construction type, clients served and project
2. *Describe in detail the strategic rational and business justification for the Project:*
Please see attached memo for the strategic rational and business justification for the Project
3. *Projected Useful Life of Project:* 20+ Years
4. *Please attach any schematics, plans or images related to the project.*

1. Amount of TDT Funds Requested: 3M over 3 years

2. Project Costs: _____

	Cost
Total Project Cost	\$8,000,000
Land Value	
Design and Project Management Costs	\$800,000
Construction Costs	\$7,000,000
Infrastructure and Equipment Costs	\$200,000

3. *What percentage of the Project costs will be spent locally?* 65-75% (This percentage was derived from analyzing spending for the latest projects completed in the City of Leesburg. Ex. Teen Enrichment Center)
4. *Are there any recurring costs to buy new equipment / update the facility, if yes, list and explain:*
The recurring cost associated with the upkeep of the facility is completed in house by the Parks and Recreation Department
5. *Project Local Annual Spending in Project's Operating Budget:* \$200,000
6. *Please submit the following additional financial information for the Project (include information on both the construction phase and on-going operations):*
 - A detailed Pro Forma Analysis for the Project
 - A Sources and Uses Budget for the Project.

AMENDED AND RESTATED AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF LEESBURG FOR
CAPITAL PROJECTS FUNDING PROGRAM—SPORTS TOURISM PLAN

E. Project Demand

1. *Who is the targeted population, audience or events for the Project:* _____

The targeted population for events are athletes of all ages. Sleepy Hollow will be concentrated on youth to college aged athletes, but also available for senior events. Susan Street has the ability to host all ages in a multitude of sports.

2. *Please create and submit an event calendar for the previous twenty-four (24) months, if applicable, and the next 60 months (5 years) for the Project using the format below. If the Project is an expansion to an existing facility, please only include events unique to this Project.*

Please see attachments E.2.1A and E.2.1B

Event Name	Event Dates	#of participants	# of Spectators	Total Attendance	Room Nights
Event #1					
Event #2					
Event #3					

3. *Please fill in the following Attendance Chart estimates for the number of annual attendees in each category for the first five (5) years after the Project opens. If the Project is an expansion to an existing facility, please only include those attendees unique to the development of this Project.*

Please see attachments E.3.1A and E.3.1B

	Origin of Attendees			Average Stay (Days)
	Out-of-State	In-State, Non-County	Local	
Year 1				
Year 2				
Year 3				
Year 4				
Year 5				

4. *On average, how many months per year will the Project be utilized:* 12 Months
5. *For those months, how many average days per month will the Project be utilized:* Susan Street - 4.5 days per month
Sleepy Hollow - 10 days per month

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AMENDED AND RESTATED AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF LEESBURG FOR
CAPITAL PROJECTS FUNDING PROGRAM—SPORTS TOURISM PLAN

6. Please fill in the following Hotel Room Night Chart with estimates for the number of room nights generated annually for the first five (5) years after the Project opens. If the Project is an expansion to an existing facility, please only include those room nights resulting from the development of this Project. Please see attachments E.6.1A and E.6.1B

	Year 1	Year 2	Year 3	Year 4	Year 5
Projected Room Nights					
Bed Tax Exempt Room Nights (If Applicable)					
Average Nightly Room Rate					

7. Please submit a brief narrative of the plan for this event to generate room nights in Lake County:
Please see attached memo for a brief narrative of the plan for this event to generate room nights in Lake County

8. List additional sponsors/partners: City of Leesburg, GO Sports, Office of Visit Lake, Alison Strange & Associates (ASA)

9. List Host Hotels-Committed: Towneplace Suites by Marriot, Quality Inn Best Western Plus,
Microtel, Sleepy Inn, Hampton Inn, including other Lake County hotels

10. List Host Hotels-Applied For: N/A

11. Number of Vendors: _____ Local: _____ Out of County: _____

12. How will you evaluate and measure your programs success? _____
The City of Leesburg will evaluate and measure the success of these projects by measuring the number of each level of event (Hallmark, Regional, Local),
along with hotel stay counts. Success will be measured on the growth year to year in each of these categories.

13. List states and countries represented by previous attendees if an existing facility has been used for events that the new facility will host or if it is an expansion of an existing facility:
Please see attached memo for states and countries that the new facility will host.

14. Will events held through the Project charge an entry fee, admission fee, parking fee, etc.? _____
If yes to any of these please list them: Please see attached memo for rental fees

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F. Marketing Summary

1. *Outline of the marketing plan for the Project and resulting events:*

Marketing and Promotaion contract with outside entity (ASA)

Partnership with Office of Visit Lake and GO Sports

Host nationally televised events which will promote Leesburg and Lake County

2. *Describe what steps have been taken or will be taken to attract new attendees, and thus increase overnight stays.* Please see attached memo for information on the marketing strategy.

G. Signature

I have reviewed the LAKE COUNTY TOURIST DEVELOPMENT CAPITAL PROJECTS FUNDING APPLICATION. I am in full agreement with the information contained in this application and its attachments as accurate and complete. I further acknowledge my understanding that the County in approving a funding agreement does not assume any liability or responsibility for the ultimate financial profitability of the project for which the funds are awarded. The County, unless otherwise specifically stated, is only a financial contributor to the project and not a promoter or co-sponsor, and will not guarantee or be responsible or liable for any debts incurred for such event. I have put all third parties on notice that the County will not be responsible for payment of any costs or debts for the project.


Signature

8/14/2023
Date

Travis Rina Director of Park and Recreation
Name and Title of person authorized to sign the application

City of Leesburg
Applicant's Organization

AMENDED AND RESTATED AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF LEESBURG FOR
CAPITAL PROJECTS FUNDING PROGRAM—SPORTS TOURISM PLAN

CAPITAL PROJECT BUDGET OUTLINE		
PROJECT NAME	City of Leesburg Sports Tourism Plan	
	Previous Year's	Current Year
	Revenue & Expenses	Projected Revenues & Expenses
<u>LIST ALL REVENUE</u>		
Admissions	_____	_____
Concessions	_____	_____
Sponsorships	_____	_____
Booth Space	_____	_____
Advertising Revenue	_____	_____
Sale of Promotional Items	_____	_____
TDC Funding	_____	4M over 4 year (1M currently allocated)
Other: COL CIP Funding	_____	\$4,000,000
Total Revenue	\$ _____	\$ \$8,000,000
<u>LIST ALL EXPENSES</u>		
Administrative	_____	_____
Advertising/Promotions	_____	_____
Printing	_____	_____
Promotional Items	_____	_____
Concessions	_____	_____
Awards	_____	_____
Travel	_____	_____
Talent	_____	_____
Other: Construction	_____	\$8,000,000
Total Expenses	\$ _____	\$ \$8,000,000
NET PROFIT/LOSS	\$ _____	\$ _____

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AMENDED AND RESTATED AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF LEESBURG FOR
CAPITAL PROJECTS FUNDING PROGRAM—SPORTS TOURISM PLAN



Parks & Recreation



"The Recreation Department's mission is to enhance the quality of life for Leesburg citizens by providing affordable high quality recreation facilities, programs, and services"



To: Ryan Ritchie, Director Office of Visit Lake – Tourism & Sports
CC: Cari Clark, Assistant County Manager, Lake County Florida, Lake County TDC
From: Travis Rima, Director of Parks and Recreation, City of Leesburg Florida
Date: August 14, 2023
Re: Capital Projects Funding Application

A.5. Executive Summary - Please provide an overview of the Project and its benefits to Lake County:

1. Susan Street
 - a. The expansion of Susan Street includes adding one additional rectangle field for a total of 5 grass fields and 1 turf field. The expansion also includes maintenance storage facility, 4 additional 10 row bleachers, scoreboards, and PA system.
 - i. The additional field allows organizations to expand their events offered in Leesburg. Each additional field allows the event organizers to add 4-8 teams per event depending on the sport.
 1. Example: Rugby; Two fields would accommodate 8-16 additional teams. Each Team has 23 players plus coaches and spectators. The additional field could equate to 200 to 400 additional players/coaches. According to the room night calculator provided by Discover Lake Staff, the room night increase for the additional fields results in an increase of 143 to 287 additional room nights for a two-night event.
 - ii. New/Expanded Events: National Collegiate Rugby, Rank Up Athletics, Tropical 7's, SE Flag Football, AVP Pro Beach Volleyball
2. Sleepy Hollow
 - a. The expansion of the Sleepy Hollow Sports Complex includes adding two additional diamond fields along with renovating/updating existing fields and spectator areas.
 - i. The additional diamond fields allow the organizations to accommodate up to 8 additional teams per field. The additional field also allow organizations to host larger scale state and national events which include weekday and summer stays. The additional fields accommodate 9-16 additional teams or 112-224 additional players/coaches. According to the room night calculator provided by Discover Lake Staff, the room night increase for the additional fields results in an increase of 128 to 257 additional room nights for a two-night event.
 - ii. Organizations that have indicated they would be able to increase their room nights and the length of stays include Premiere Girls Fastpitch, BlueChip Softball, Triple Crown Softball and THE Spring Games.

C.1. Project Details; Details on project space/construction type, clients served, and the Project itself:

1. Susan Street
 - a. One additional rectangle field, maintenance storage facility, 4 additional 10 row bleachers, scoreboards, and PA system
2. Sleepy Hollow

**AMENDED AND RESTATED AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF LEESBURG FOR
CAPITAL PROJECTS FUNDING PROGRAM—SPORTS TOURISM PLAN**

- a. Two additional diamond fields, 2 batting cages, grandstand seating w/ press box on F1 & F2, removal and upgrade of infield clay on fields 5-8, Internet access (Streaming, Broadcasting, WIFI), sound system, dugout renovations (1-4)

C.2. Project Details; Describe in detail the strategic rational and business justification for the Project:

1. Susan Street
 - a. Strategically the City of Leesburg and Lake County have been unsuccessful in the recruitment of rectangle field events to the area. The City of Leesburg's Sports Tourism plan, and the next stage of the Susan Street Project, allows the City, and County to recruit high caliber, tourism driven events to the County. The business justification is that any event that is hosted at the Susan Street Complex will be a new driver of tourism for the County. By adding a new type of facility for events this facility, along with the facilities across Lake County, assist with the goal of raising the amount of TDT collected year over year.
2. Sleepy Hollow
 - a. Strategically Leesburg, and Lake County, have positioned ourselves to become the premiere destination for youth, high school, college, and professional softball. The addition of the fields at Sleepy Hollow will further our standing in the softball world, by opening the possibility of hosting large national events. The additional fields (10 total when completed), along with facilities throughout the County, opens the possibility to market Lake County as the softball capital of the SE. The upgrades to the seating, dugouts, infrastructure, and clay solidifies Sleepy Hollow as a major player in the softball world. The business justification for Sleepy Hollow is since its inception, outside of a few years, Sleepy Hollow has been a hub for travel baseball and softball events. This project increases the economic impact and TDT intake opportunity for Leesburg and Lake County.
 - b. C.4. See attached project diagram. The shaded area is the scope of the current approved Susan Street Project. The unshaded are in the NE portion of the property is the current request.

C.4. Project Details; Please attach any schematics, plans or images related to the project

- a. See attached diagrams

D.6. Financial Summary; Please submit the following additional financial information for the Project

1. Susan Street
 - a. See attached Pro Forma (Attachment D.6.1A)
2. Sleepy Hollow
 - a. See attached Pro Forma (Attachment D.6.1B)

E.2. Project Demand; Please create and submit an event calendar for the previous twenty-four (24) months, if applicable, and the next 60 months (5 years) for the Project using the format below.

1. Susan Street
 - a. See attached table (Attachment E.2.1A)
2. Sleepy Hollow
 - a. See attached table (Attachment E.2.1B)

E.3. Project Demand; Please fill in the following Attendance Chart estimates for the number of annual attendees in each category for the first five (5) years after the Project opens.

1. Susan Street
 - a. See attached table (Attachment E.3.1A)
2. Sleepy Hollow
 - a. See attached table (E.3.1B)

E.6. Project Demand; Please fill in the following Hotel Room Night Chart with estimates for the number of room nights generated annually for the first five (5) years after the Project opens.

1. Susan Street
 - a. See attached table (Attachment E.6.1A)
2. Sleepy Hollow
 - b. See attached table (Attachment E.6.1B)

E.7. Project Demand; Please submit a brief narrative of the plan for this event to generate room nights in Lake County

1. Susan Street
 - a. The plan to generate room nights throughout Lake County for these events is to work in conjunction with internal and external customers locally and nationally to generate interest in sporting opportunities in our facilities. Event organizers that have expressed interest in utilizing the facility include, National Collegiate Rugby, Tropical 7's, Rank Up Athletics, Pop Warner Football, Pop Warner Cheer, AVP Pro Beach Volleyball (AVP Grass Tour).
2. Sleepy Hollow

**AMENDED AND RESTATED AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF LEESBURG FOR
CAPITAL PROJECTS FUNDING PROGRAM—SPORTS TOURISM PLAN**

- a. The plan to generate room nights throughout Lake County for these events is to work in conjunction with internal and external customers locally and nationally to generate interest in sporting opportunities in our facilities. Event organizers that have expressed interest in utilizing the facility include, THE Spring Games, Greater Orlando Baseball (GOB), Global Sports Alliance (GSA), SE Fastpitch, Premier Girls Fastpitch (PGF), USSSA Softball, BlueChip Softball, USA Preps, Triple Crown Softball

E.13. Project Demand; List states and countries represented by previous attendees if an existing facility has been used for events that the new facility will host or if it is an expansion of an existing facility

1. Susan Street
 - a. The anticipated states that the new facility will host includes participants from all 50 states. Participants in events that potential event organizers have hosted originate from; Maine, Colorado, New York, New Jersey, Virginia, North Carolina, South Carolina, Indiana, Iowa, Kentucky, Maryland, Georgia, Alabama, Mississippi, South Carolina, Tennessee, etc.
2. Sleepy Hollow
 - a. Events hosted at Sleepy Hollow have, and will continue to attract, teams from all over the United States. Examples the origin of participants in these events include, but are not limited to: Illinois, Indiana, Iowa, Maryland, Michigan, Minnesota, Nebraska, Ohio, Pennsylvania, New Jersey, Wisconsin, Kentucky, Virginia, West Virginia, Texas, Georgia, Alabama, Tennessee, Oregon.

E.14. Project Demand; Will events held through the Project charge an entry fee, admission fee, parking fee, etc.

1. Susan Street
 - a. The projected rental fees for Susan Street are \$300 per field per grass field per day, \$350 with lights, and \$500 per day for the stadium, \$550 with lights. There may also be optional items depending on the final design and scope of this project.
2. Sleepy Hollow
 - a. The current rates for Sleepy Hollow are \$150 per field per day, \$200 with lights. Organizers at Sleepy Hollow also have the following optional items; Tarps (\$250 per day), Temp Fence Upgrade (\$400 per day), Concession Stand Access (\$100 per day).

F.2. Marketing Summary; Describe what steps have been taken or will be taken to attract new attendees, and thus increase overnight stays

1. Both Complexes
 - a. The City of Leesburg has entered into an agreement beginning July 12, 2021 and ending September 30, 2024 for event recruitment and destination marketing. The City has contracted with Alison Strange & Associates (ASA). That contract contains event recruitment and destination marketing for the City of Leesburg including, but not limited to, event marketing, bid details, and attending a minimum of one conference or tradeshow on behalf of the City of Leesburg. This contract is incentive latent with incentives for events and room nights.





**AMENDED AND RESTATED AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF LEESBURG FOR
CAPITAL PROJECTS FUNDING PROGRAM—SPORTS TOURISM PLAN**

D.6.
Attachment D.6.1A
Susan Street Athletic Complex
5 Year Pro Forma Financial

	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>Total</u>
Revenue						
Rentals	\$ 28,600.00	\$ 71,500.00	\$ 71,500.00	\$ 71,500.00	\$ 71,500.00	\$ 314,600.00
Sponsorships	\$ 5,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 60,000.00
Total Revenue	\$ 33,600.00	\$ 81,500.00	\$ 86,500.00	\$ 86,500.00	\$ 86,500.00	\$ 374,600.00
Operating Expenses						
Utilities	\$ 7,500.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 127,500.00
R & M Buildings	\$ 1,250.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 21,250.00
R & M OTB	\$ 1,250.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 21,250.00
Promotional Activities	\$ 625.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 10,625.00
Advertising	\$ 625.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 10,625.00
Operating Supplies	\$ 10,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 170,000.00
Total Operating Expenses	\$ 21,250.00	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ 361,250.00
Surplus/Deficit	\$ 12,350.00	\$ (3,500.00)	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 13,350.00

AMENDED AND RESTATED AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF LEESBURG FOR
CAPITAL PROJECTS FUNDING PROGRAM—SPORTS TOURISM PLAN

D.6. Attachment D.6.1B Sleepy Hollow Sports Complex 5 Year Pro Forma Financial						
Revenue	2025	2026	2027	2028	2029	Total
Rentals	\$ 60,000.00	\$ 70,000.00	\$ 75,000.00	\$ 80,000.00	\$ 95,000.00	\$ 380,000.00
Sponsorships	\$ 5,000.00	\$ 10,000.00	\$ 15,000.00	\$ 20,000.00	\$ 25,000.00	\$ 75,000.00
Total Revenue	\$ 65,000.00	\$ 80,000.00	\$ 90,000.00	\$ 100,000.00	\$ 120,000.00	\$ 455,000.00
Operating Expenses						
Utilities	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 625,000.00
R & M Buildings	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 17,500.00
R & M OTB	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 32,500.00
Promotional Activities	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00
Advertising	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 7,500.00
Operating Supplies	\$ 33,000.00	\$ 33,000.00	\$ 33,000.00	\$ 33,000.00	\$ 33,000.00	\$ 165,000.00
Total Operating Expenses	\$ 170,500.00	\$ 170,500.00	\$ 170,500.00	\$ 170,500.00	\$ 170,500.00	\$ 852,500.00
Surplus/Deficit	\$ (105,500.00)	\$ (90,500.00)	\$ (80,500.00)	\$ (70,500.00)	\$ (50,500.00)	\$ (397,500.00)

**AMENDED AND RESTATED AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF LEESBURG FOR
CAPITAL PROJECTS FUNDING PROGRAM—SPORTS TOURISM PLAN**

E.2.

Attachment E.2.1A

Susan Street Project

Event Name	Event Dates	# of Participants	# of Spectators	Total Attendance	Room Nights
2025					
National Collegiate Rugby - (M) All Stars	Jan 11/12, 2025	504	480	984	418
National Collegiate Rugby (W) All Stars	Jan 18/19, 2025	504	480	984	418
SE Flag Football League - (W) Combine	May 17/18, 2025	352	616	968	282
Rank Up Athletics - 7x7 Nationals	June 14/15, 2025	704	1,232	1,936	563
Rank Up Athletics - Camp	June 21/22, 2025	352	616	968	282
Rank Up Athletics - SE Regionals	July 26/27, 2025	832	1,456	1,680	686
Pop Warner - Mid-Florida Kickoff	Aug 23/24, 2025	1,320	2,400	3,720	989
AVP Pro beach Volleyball - AVP Grass Tour	Oct 25/26, 2025	630	540	1,170	369
Pop Warner - Mid Florida Championships	Nov 8/9, 2025	660	1,200	1,860	446
National Collegiate Rugby - (M/W) Regional Championships	Nov 15/16, 2025	462	440	902	377
			2025 Total		4,830

Event Name	Event Dates	# of Participants	# of Spectators	Total Attendance	Room Nights
2026					
National Collegiate Rugby - (M) All Stars	Jan 10/11, 2026	504	480	984	418
National Collegiate Rugby (W) All Stars	Jan 17/18, 2026	504	480	984	418
Tropical 7's - International Youth 7's Rugby	April 4/5, 2026	990	1,800	2,790	775
SE Flag Football League - (W) Combine	May 16/17, 2026	352	616	968	282
Rank Up Athletics - 7x7 Nationals	June 13/14, 2026	704	1,232	1,936	563
Rank Up Athletics - Camp	June 20/21, 2026	352	616	968	282
Rank Up Athletics - SE Regionals	July 11/12, 2026	352	616	968	282
Pop Warner - Mid-Florida Kickoff	July 25/26, 2026	832	1,456	1,680	686
AVP Pro beach Volleyball - AVP Grass Tour	Aug 22/23, 2026	1,320	2,400	3,720	989
Pop Warner - Mid Florida Championships	October 24/25, 2026	630	540	1,170	369
National Collegiate Rugby - (M/W) Regional Championships	Nov 14/15, 2026	660	1,200	1,860	446
National Collegiate Rugby - (M) National Championship	Nov 21/22, 2026	462	440	902	377
	Dec 12/13, 2026	462	440	902	377
			2026 Total		6,264

Event Name	Event Dates	# of Participants	# of Spectators	Total Attendance	Room Nights
2027					
National Collegiate Rugby - (M) All Stars	Jan 9/10, 2027	504	480	984	418
National Collegiate Rugby (W) All Stars	Jan 16/17, 2027	504	480	984	418
Tropical 7's - International Youth 7's Rugby	April 3/4, 2027	990	1,800	2,790	775
Florida Rush (GO Sports) - Champions Cup	May 8/9, 2027	420	720	1,140	355

**AMENDED AND RESTATED AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF LEESBURG FOR
CAPITAL PROJECTS FUNDING PROGRAM—SPORTS TOURISM PLAN**

SE Flag Football League - (W) Combine	May 15/16, 2027	352	616	968	282
Rank Up Athletics - 7x7 Nationals	June 12/13, 2027	704	1,232	1,936	563
Rank Up Athletics - Camp	June 19/20, 2027	352	616	968	282
Rank Up Athletics - Camp	July 10/11, 2027	352	616	968	282
Rank Up Athletics - SE Regionals	July 24/25, 2027	832	1,456	1,680	686
Pop Warner - Mid-Florida Kickoff	Aug 21/22, 2027	1,320	2,400	3,720	989
AVP Pro beach Volleyball - AVP Grass Tour	Oct 23/24, 2027	630	540	1,170	369
Pop Warner - Mid Florida Championships	Nov 6/7, 2027	660	1,200	1,860	446
National Collegiate Rugby - (M/W) Regional Championships	Nov 13/14, 2027	462	440	902	377
National Collegiate Rugby - (W) National Championship	Dec 11/12, 2027	462	440	902	377
National Collegiate Rugby - (M) National Championship	Dec 18/19, 2027	462	440	902	377
			2027 Total		6,996

**AMENDED AND RESTATED AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF LEESBURG FOR
CAPITAL PROJECTS FUNDING PROGRAM—SPORTS TOURISM PLAN**

Event Name	Event Dates	# of Participants	# of Spectators	Total Attendance	Room Nights
2028					
National Collegiate Rugby - (M) All Stars	Jan 8/9, 2028	504	480	984	418
National Collegiate Rugby (W) All Stars	Jan 15/16, 2028	504	480	984	418
Tropical 7's - international Youth 7's Rugby	April 1/2, 2028	990	1,800	2,790	775
Florida Rush (GO Sports) - Champions Cup	May 6/7, 2028	420	720	1,140	355
SE Flag Football League - (W) Combine	May 13/14, 2028	352	616	968	282
Rank Up Athletics - 7x7 Nationals	June 10/11, 2028	704	1,232	1,936	563
Rank Up Athletics - Camp	June 17/18, 2028	352	616	968	282
Rank Up Athletics - Camp	July 16/17, 2028	352	616	968	282
GO Sports - Youth Football Preseason	July 22/23, 2028	660	1,200	1,860	580
Rank Up Athletics - SE Regionals	July 29/30, 2028	832	1,456	1,680	686
Pop Warner - Mid-Florida Kickoff	Aug 19/20, 2028	1,320	2,400	3,720	989
AVP Pro beach Volleyball - AVP Grass Tour	Oct 21/22, 2028	630	540	1,170	369
Pop Warner - Mid Florida Championships	Nov 4/5, 2028	660	1,200	1,860	446
National Collegiate Rugby - (M/W) Regional Championships	Nov 11/12, 2028	462	440	902	377
National Collegiate Rugby - (W) National Championship	Dec 9/10, 2028	462	440	902	377
National Collegiate Rugby - (M) National Championship	Dec 16/17, 2028	462	440	902	377
2028 Total					7,576

Event Name	Event Dates	# of Participants	# of Spectators	Total Attendance	Room Nights
2029					
National Collegiate Rugby - (M) All Stars	Jan 13/14, 2029	504	480	984	418
National Collegiate Rugby (W) All Stars	Jan 20/21, 2029	990	1,800	2,790	775
Tropical 7's - international Youth 7's Rugby	April 7/8, 2029	420	720	1,140	355
Florida Rush (GO Sports) - Champions Cup	May 12/13, 2029	352	616	968	282
SE Flag Football League - (W) Combine	May 19/20, 2029	704	1,232	1,936	563
Rank Up Athletics - 7x7 Nationals	June 9/10, 2029	352	616	968	282
Rank Up Athletics - Camp	June 16/17, 2029	352	616	968	282
Rank Up Athletics - Camp	July 7/8, 2029	352	616	968	282
GO Sports - Youth Football Preseason	July 21/22, 2029	660	1,200	1,860	580
Rank Up Athletics - SE Regionals	July 28/29, 2029	832	1,456	1,680	686
Pop Warner - Mid-Florida Kickoff	Aug 25/26, 2029	1,320	2,400	3,720	989
AVP Pro beach Volleyball - AVP Grass Tour	Oct 21/21, 2029	630	540	1,170	369
Pop Warner - Mid Florida Championships	Nov 10/11, 2029	660	1,200	1,860	446
National Collegiate Rugby - (M/W) Regional Championships	Nov 17/18, 2029	462	440	902	377
National Collegiate Rugby - (W) National Championship	Dec 8/9, 2029	462	440	902	377
National Collegiate Rugby - (M) National Championship	Dec 15/16, 2029	462	440	902	377
2029 Total					7,576

**AMENDED AND RESTATED AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF LEESBURG FOR
CAPITAL PROJECTS FUNDING PROGRAM—SPORTS TOURISM PLAN**

E.2.

Attachment E.2.1B

Sleepy Hollow Project

Event Name	Event Dates	# of Participants	# of Spectators	Total Attendance	Room Nights
2022					
THE Spring Games - Division 1	Feb 10-13, 2022	192	840	1,032	585
THE Spring Games - Division 1	Feb 17-20, 2022	192	840	1,032	585
THE Spring Games - Division 1	Feb 24-28, 2022	192	840	1,032	585
The Spring Games - Division 3	March 1-21, 2022	1,260	3,780	5,040	2,862
Greater Orlando Baseball	April 2-3, 2022	375	488	863	51
Global Sports Alliance	April 9-10, 2022	300	390	690	41
Fast Pitch Orlando	April 30-May 1, 2022	434	744	1,178	90
Greater Orlando Baseball	May 7-8, 2022	375	488	863	51
Global Sports Alliance	May 14-15, 2022	300	390	690	41
Fast Pitch Orlando	May 28-29, 2022	375	488	863	51
Greater Orlando Baseball	June 11-12, 2022	375	488	863	51
Fast Pitch Orlando	June 25-26, 2022	300	390	690	41
Greater Orlando Baseball	July 16-17, 2022	375	488	863	51
Fast Pitch Orlando	July 30-31, 2022	375	488	863	51
Greater Orlando Baseball	Aug 6-7, 2022	375	488	863	51
Fast Pitch Orlando	Aug 13-14, 2022	300	390	690	41
Fast Pitch Orlando	Aug 20-21, 2022	375	488	863	51
Global Sports Alliance	Aug 27-28, 2022	300	390	690	41
Greater Orlando Baseball	Sept 10-11, 2022	375	488	863	51
Premier Girls Fastpitch	Sept 17-18, 2022	518	1,110	1,628	239
Florida Sports Foundation	Sept 24-25, 2022	300	150	450	10
Global Sports Alliance	Oct 8-9, 2022	300	390	690	41
Greater Orlando Baseball	Oct 15-16, 2022	375	488	863	51
Premier Girls Fastpitch	Oct 21-22, 2022	560	1,200	1,760	257
Fast Pitch Orlando	Oct 29-30, 2022	300	390	690	41
Premier Girls Fastpitch	Nov 4-6, 2022	700	1,500	2,200	333
Premier Girls Fastpitch	Nov 12-13, 2022	518	1,110	1,628	239
Premier Girls Fastpitch	Nov 18-20, 2022	518	1,110	1,628	239
Premier Girls Fastpitch	Dec 9-11, 2022	700	1,500	2,200	444
Greater Orlando Baseball	Dec 17-18, 2022	375	488	863	51
					7,316

**AMENDED AND RESTATED AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF LEESBURG FOR
CAPITAL PROJECTS FUNDING PROGRAM—SPORTS TOURISM PLAN**

Event Name	Event Dates	# of Participants	# of Spectators	Total Attendance	Room Nights
2023					
Premier Girls Fastpitch	Jan 7-8, 2023	700	1,500	2,200	333
THE Spring Games - Division 1	Feb 9-12, 2023	192	840	1,032	585
The Spring Games - Division 3	March 1-25, 2023	1,260	3,780	5,040	2,862
Premier Girls Fastpitch	April 1-2, 2023	700	1,500	2,200	333
Global Sports Alliance	April 15-16, 2023	300	390	690	41
BlueChip Softball	April 22-23, 2023	518	1,110	1,628	239
Fast Pitch Orlando	May 6-7, 2023	300	390	690	41
BlueChip Softball	May 12-14, 2023	518	1,110	1,628	239
Fast Pitch Orlando	May 20-21, 2023	300	390	690	41
Greater Orlando Baseball	May 27-28, 2023	375	488	863	51
Fast Pitch Orlando	June 3-4, 2023	300	390	690	41
Greater Orlando Baseball	June 10-11, 2023	375	488	863	51
Fast Pitch Orlando	June 17-18, 2023	300	390	690	41
Premier Girls Fastpitch	June 24-25, 2023	700	1,500	2,200	333
BlueChip Softball	July 1-2, 2023	532	1,140	1,672	224
Global Sports Alliance	July 8-9, 2023	300	390	690	41
USA Preps	July 13-16, 2023	532	1,140	1,672	224
Fast Pitch Orlando	July 22-23, 2023	434	744	1,178	90
Premier Girls Fastpitch	July 28-30, 2023	532	1,140	1,672	224
BlueChip Softball	Aug 18-20, 2023	532	1,140	1,672	224
Florida Sports Foundation	Sept 2-3, 2023	300	150	450	10
Global Sports Alliance	Sept 9-10, 2023	300	390	690	41
Premier Girls Fastpitch	Sept 16-17, 2023	518	1,110	1,628	239
Greater Orlando Baseball	Sept 23-24, 2023	375	488	863	51
Premier Girls Fastpitch	Sept 30-Oct 1, 2023	700	1,500	2,200	333
Premier Girls Fastpitch	Oct 7-8, 2023	700	1,500	2,200	333
Greater Orlando Baseball	Oct 14-15, 2023	375	488	863	51
Premier Girls Fastpitch	Oct 20-22, 2023	700	1,500	2,200	333
BlueChip Softball	Oct 27-29, 2023	532	1,140	1,672	224
USA Preps	Nov 4-5, 2023	518	1,110	1,628	239
Premier Girls Fastpitch	Nov 11-12, 2023	518	1,110	1,628	239
Premier Girls Fastpitch	Nov 18-19, 2023	532	1,140	1,672	224
BlueChip Softball	Dec 1-3, 2023	532	1,140	1,672	224
Premier Girls Fastpitch	Dec 9-10, 2023	700	1,500	2,200	333
Greater Orlando Baseball	Dec 16-17, 2023	375	488	863	51
					9,183

**AMENDED AND RESTATED AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF LEESBURG FOR
CAPITAL PROJECTS FUNDING PROGRAM—SPORTS TOURISM PLAN**

Event Name	Event Dates	# of Participants	# of Spectators	Total Attendance	Room Nights
2025					
THE Spring Games - Division 1	Feb 13-16, 2025	192	840	1,032	585
The Spring Games - Division 3	March 1-23, 2025	1,260	3,780	5,040	2,862
Premier Girls Fastpitch	April 6/5, 2025	700	1,500	2,200	333
BlueChip Softball	July 5/6, 2025	532	1,140	1,672	224
USA Preps	July 19-22, 2025	532	1,140	1,672	224
Premier Girls Fastpitch	Sept 13/14, 2025	700	1,500	2,200	333
BlueChip Softball	Oct 24-26, 2025	518	1,110	1,628	239
USA Preps	Nov 1/2, 2025	700	1,500	2,200	333
BlueChip Softball	Dec 5-7, 2025	700	1,500	2,200	333
Premier Girls Fastpitch	Dec 13/14, 2025	518	1,110	1,628	239
					5,705
2026					
THE Spring Games - Division 1	Feb 12-15, 2026	192	840	1,032	585
The Spring Games - Division 3	March 1-22, 2026	1,260	3,780	5,040	2,862
Premier Girls Fastpitch	April 4/5, 2026	700	1,500	2,200	333
BlueChip Softball	July 4/5, 2026	532	1,140	1,672	224
USA Preps	July 16-19, 2026	532	1,140	1,672	224
BlueChip Softball	Aug 6-9, 2026	700	1,500	2,200	333
Premier Girls Fastpitch	Sept 12/13, 2026	700	1,500	2,200	333
BlueChip Softball	Oct 23-25, 2026	700	1,500	2,200	333
USA Preps	Nov 7/8, 2026	518	1,110	1,628	239
Premier Girls Fastpitch	Nov 14/15, 2026	518	1,110	1,628	239
BlueChip Softball	Dec 4-6, 2026	518	1,110	1,628	239
Premier Girls Fastpitch	Dec 11-13, 2026	700	1,500	2,200	333
					6,277

**AMENDED AND RESTATED AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF LEESBURG FOR
CAPITAL PROJECTS FUNDING PROGRAM—SPORTS TOURISM PLAN**

Event Name	Event Dates	# of Participants	# of Spectators	Total Attendance	Room Nights
2027					
THE Spring Games - Division 1	Feb 11-14, 2027	192	840	1,032	585
The Spring Games - Division 3	March 1-21, 2027	1,260	3,780	5,040	2,862
Premier Girls Fastpitch	April 3/4, 2027	700	1,500	2,200	333
Premier Girls Fastpitch	May 1/2, 2027	518	1,110	1,628	239
BlueChip Softball	July 10/11, 2027	532	1,140	1,672	224
USA Preps	July 15-18, 2027	532	1,140	1,672	224
BlueChip Softball	Aug 5-8, 2027	700	1,500	2,200	333
BlueChip/Triple Crown	Aug 9-15, 2027	700	1,500	2,200	1,513
Premier Girls Fastpitch	Sept 18/19 2027	700	1,500	2,200	333
BlueChip Softball	Oct 22-24, 2027	700	1,500	2,200	333
USA Preps	Nov 6/7, 2027	518	1,110	1,628	239
BlueChip Softball	Dec 4/5, 2027	518	1,110	1,628	239
Premier Girls Fastpitch	Dec 11/12, 2027	700	1,500	2,200	333
					7,790

Event Name	Event Dates	# of Participants	# of Spectators	Total Attendance	Room Nights
2028					
THE Spring Games - Division 1	Feb 10-13, 2028	192	840	1,032	585
The Spring Games - Division 3	March 1-19, 2028	1,260	3,780	5,040	2,862
Premier Girls Fastpitch	April 1/2, 2028	700	1,500	2,200	333
Premier Girls Fastpitch	May 6/7, 2028	630	1,350	1,980	451
BlueChip Softball	July 1/2, 2028	532	1,140	1,672	224
USA Preps	July 13-16, 2028	532	1,140	1,672	224
BlueChip Softball	Aug 5/6, 2028	630	1,350	1,980	451
BlueChip/Triple Crown	Aug 14-20, 2028	700	1,500	2,200	1,513
Premier Girls Fastpitch	Sept 16/17, 2028	700	1,500	2,200	333
Premier Girls Fastpitch	Sept 23/24, 2028	518	1,110	1,628	239
BlueChip Softball	Oct 27-29, 2028	700	1,500	2,200	333
USA Preps	Nov 3-5, 2028	518	1,110	1,628	239
BlueChip Softball	Dec 1-3, 2028	518	1,110	1,628	239
Premier Girls Fastpitch	Dec 9/10, 2028	700	1,500	2,200	333
					8,359

**AMENDED AND RESTATED AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF LEESBURG FOR
CAPITAL PROJECTS FUNDING PROGRAM—SPORTS TOURISM PLAN**

Event Name	Event Dates	# of Participants	# of Spectators	Total Attendance	Room Nights
2029					
THE Spring Games - Division 1	Feb 7-11, 2029	192	840	1,032	585
The Spring Games - Division 3	March 1-18, 2029	1,260	3,780	5,040	2,862
Premier Girls Fastpitch	April 7/8, 2029	700	1,500	2,200	333
Premier Girls Fastpitch	May 5/6, 2029	630	1,350	1,980	451
BlueChip Softball	July 7/8, 2029	532	1,140	1,672	224
USA Preps	July 12-15, 2029	532	1,140	1,672	224
BlueChip Softball	Aug 4/5, 2029	630	1,350	1,980	451
BlueChip/Triple Crown	Aug 13-19, 2029	700	1,500	2,200	1,513
Premier Girls Fastpitch	Sept 15/16, 2029	700	1,500	2,200	333
Premier Girls Fastpitch	Sept 22/23, 2029	518	1,110	1,628	239
BlueChip Softball	Oct 26-28, 2029	700	1,500	2,200	333
USA Preps	Nov 3/4, 2029	518	1,110	1,628	239
BlueChip Softball	Nov 30-Dec 2, 2029	518	1,110	1,628	239
Premier Girls Fastpitch	Dec 8/9, 2029	700	1,500	2,200	333
					8,359

E.3.
Attachment E.3.1A

	Origin of Attendees			
	Out-of-State	In-State, Non County	Local	Average Stays (Days)
Year 1	2,342	11,378	2,060	2
Year 2	3,194	14,718	2,528	2
Year 3	3,680	16,160	2,642	2
Year 4	3,804	17,710	2,828	2
Year 5	3,804	17,710	2,828	2

E.3.
Attachment E.3.1B

	Origin of Attendees			
	Out-of-State	In-State, Non County	Local	Average Stays (Days)
Year 1	6,012	11,516	3,872	2.3
Year 2	6,364	14,024	4,840	2.4
Year 3	7,156	15,080	5,324	2.6
Year 4	7,376	16,576	5,368	2.5
Year 5	7,376	16,576	5,368	2.5

E.6.
Attachment E.6.1A

	Year 1	Year 2	Year 3	Year 4	Year 5
Projected Room Nights	4,830	6,264	6,996	7,576	7,576
Bed Tax Exempt Room Nights (If Applicable)					
Average Nightly Room Rate					

E.6.

Attachment E.6.1B

	Year 1	Year 2	Year 3	Year 4	Year 5
Projected Room Nights	5,705	6,277	7,790	8,359	8,359
Bed Tax Exempt Room Nights (If Applicable)					
Average Nightly Room Rate					

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: July 8, 2024

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing two projects proposed by the National Society Daughters of the American Revolution, Mary Ellen Robertson Chapter, in recognition of the 250th anniversary of the United States of America; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the two projects in Veterans Memorial Park as proposed by the Daughters of the American Revolution, Mary Ellen Robertson Chapter, in recognition of the United States 250th anniversary.

Analysis:

The Daughters of the American Revolution (DAR), Mary Ellen Robertson Chapter, have proposed the addition of two items to Veterans Memorial Park in recognition of the 250th anniversary (semiquincentennial) of the United States, which takes place in July 2026.

The first project is the planting of a *Liberty Tree* at the park entrance in February 2025. The DAR will provide the tree and the city will be responsible for planting it as well as ongoing care. City staff will also assist DAR with a community dedication program on Presidents' Day to recognize the tree and kick off the celebration leading up to America's 250th anniversary in July 2026.

The second project is the placement of an *American 250th Patriots Monument* to honor both America's first veterans and America's 250th Anniversary. It will be placed in the northwest section of the park near the existing monuments. The DAR has requested a \$5,000.00 donation from the City as a contribution to the cost of the monument. This project is set to be completed by July 4, 2026, and the city and DAR will host a ceremony to dedicate the marker and honor the Nation's 250th anniversary.

The location of both proposed projects is shown on the attached map.

Procurement Analysis:

N/A

Options:

1. Approve the projects for Veterans Memorial Park to honor the 250th anniversary of the United States as proposed by the Daughters of the American Revolution, Mary Ellen Robertson Chapter; or
2. Other action as deemed appropriate by the City Commission

Fiscal Impact:

The DAR has requested a \$5,000 contribution towards the cost of the *American 250th Patriots Monument*. There are no other significant costs related to these projects as proposed.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING TWO PROJECTS PROPOSED BY THE
NATIONAL SOCIETY DAUGHTERS OF THE AMERICAN REVOLUTION,
MARY ELLEN ROBERTSON CHAPTER, IN RECOGNITION OF THE 250TH
ANNIVERSARY OF THE UNITED STATES OF AMERICA; AND PROVIDING
AN EFFECTIVE DATE.**

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

WHEREAS, the National Society Daughters of the American Revolution is a non-political service organization founded over 125 years ago, that is dedicated to promoting patriotism, preserving American history and securing America's future through education; and

WHEREAS, the Daughters of the American Revolution, Mary Ellen Robertson Chapter is planning local celebrations throughout the next two years to mark the momentous occasion of the July 2026 United States of America Semiquincentennial.

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

THAT the Mayor and City Commission hereby authorize the planting of a Liberty Tree at the entrance of Veterans Memorial Park in the location as shown on the attached map; said project to be completed by Presidents' Day 2025; and

THAT the Mayor and Commission hereby authorize the placement of an American 250th Patriots Monument to honor America's first veterans and America's 250th Anniversary, in Veterans Memorial Park at the location as shown on the attached map; and authorize a contribution from the City of Leesburg in the amount of \$5,000.00 toward the cost of this monument; said project to be completed and unveiled in July 2026.

THAT this resolution shall take effect immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida at a regular meeting held on the 8th day of July 2024.

Mayor

ATTEST:

City Clerk



Juanita S LeBarron
20705 Queen Alexandra Dr.
Leesburg, FL 34748

City of Leesburg
Al Minner, City Manager
501 W Meadow St.
Leesburg, FL 34748

June 13, 2024

Dear Mr. Minner,

The Daughters of the American Revolution, Mary Ellen Robertson Chapter, wish to thank you for meeting with us on June 11, 2024. We are so excited to work with the City of Leesburg to Celebrate America's 250th Anniversary by the two projects we discussed, planting of a Liberty Tree at the entrance of the Leesburg Veteran's Park and placing a monument, to honor American's 250th Anniversary and the patriots who fought to establish America, in Veterans Park.

We will be at the City Commission meeting on July 8th unless advised of a different date.

To recap our meeting on June 11th, 2024.

Project #1 would be the planting of a Liberty Tree at the entrance of the Veterans Park, adjacent to the Veteran's Park entry sign. The city will remove the trash can, make sure the tree would receive adequate water and plant the tree. The DAR will provide the tree, a small marker under the Liberty Tree and a garden of small shrubs and perirenal flowers at the base of the Liberty Tree. We are requesting your permission to plant the Liberty Tree in the Veteran's Park in Leesburg. (see attached picture). This project would be funded by a grant requested from the National Society of the Daughters of the American Revolution or our chapter if we do not receive the grant. We would also like to have a community dedication program with the City of Leesburg to celebrate the planting of the Liberty Tree and to kick off the season of celebrating America's 250th anniversary. The DAR and SAR can appear in Colonial Dress. This project would be completed on President's Day 2025.

Project #2 would be placing an America 250th Patriots monument at the Veteran's Park in Leesburg, by the DAR, to honor American's first veterans and America's 250th Anniversary. **This project would be completed by July 4th, 2026, America's 250th anniversary. A ceremony would be hosted by the City of**

Leesburg and the DAR. The City of Leesburg would contribute \$5000.00 toward the monument. This monument would be placed near the other Veteran monuments (see the attached map). You will also provide a resolution from the city for these projects.

Also, as we are asking the National Society of the Daughters of the American Revolution for a \$500.00 grant, to help with the Liberty tree project, we need you to provide us with a separate letter from the City of Leesburg, as soon as possible, granting us permission to plant the Liberty Tree at the City of Leesburg Veteran's Park. This in addition to the Resolution as we need to keep the projects separate to secure the grant from the National Society Daughters of the Revolution.

We Invision joining with the City of Leesburg officials and the community to celebrate America's 250th anniversary with the unveiling of this monument in July of 2026.

Again, thank you for your support and all you are doing and will do to honor and celebrate America's 250th Anniversary.

Sincerely

Juanita LeBarron
Chairman, DAR Service to Veterans
Mary Ellen Robertson Chapter of the DAR—Leesburg, FL
352-460-4772
jlebarron@comcast.net



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: July 8, 2024

From: Brandy McDaniel, (Budget Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, executing and submitting the Certification of Taxable Value for Fiscal Year 2024-25 to the Lake County Property Appraiser; and providing an effective date.

Staff Recommendation:

Staff recommends authorizing the City Manager to execute and submit the Certification of Taxable Value for Fiscal Year 2024-25 to the Lake County Property Appraiser, establishing a tentative millage rate based upon one of the options listed below.

Analysis:

Truth in Millage (TRIM) guidelines require the City Commission to determine the "tentative millage rate" in July of each year. This is a rate representing the maximum millage rate that may be adopted by the Commission at the end of the budget process. The Commission has the ability to adopt a "final millage rate" lower than the tentative rate, but not higher. The final millage rate will be adopted in September, at the conclusion of the budget process. The current millage rate is 3.4752 mills. The proposed FY 25 millage rate of 3.4752, the same as the prior year, is 7.5% higher than the "roll back rate" of 3.2327 mills. This is a tax increase.

Procurement Analysis:

N/A

Options:

The City Commission may adopt a tentative rate up to 11.9710 mills by a simple majority vote. It may adopt a rate between 11.9711 and 13.1681 (the maximum), by a 2/3 vote (4 out of 5 commissioners approving). Options 1, 2 and 4 below are all straight from the TRIM guidelines. Option 3 is shown, so you will know what happens if you simply add 1 mil to the current rate.

	Adjusted Taxable Value		Millage Per \$1,000		Gross Ad Valorem Proceeds	Budget %	Tentative Budgeted Ad Valorem Proceeds	Prior Budg A Valc Proc
Millage Rate Options:								
1. Current Millage Rate FY 24:	3,518,513,293	X	3.4752	=	12,227,537	95%	11,616,162	8,3
2. Roll-back Rate:	3,518,513,293	X	3.2327	=	11,374,298	95%	10,805,584	8,3
3. Current +1 Mill:	3,518,513,293	X	4.4752	=	15,746,051	95%	14,958,748	8,3
4. Maximum Millage Rate:	3,518,513,293	X	13.1681	=	46,332,135	95%	44,015,528	8,3

1. Adopt a tentative millage rate of 3.4752 mills (maintain the current rate); or,
2. Such alternative action as the City Commission deems appropriate.

Fiscal Impact:

Adoption of the proposed 3.4752 millage rate will result in Ad Valorem proceeds of \$11,616,162, at 95% of which the General Fund keeps \$9,767,552 due to \$1,848,608 going to the CRA's. Any other rate must be multiplied by the Adjusted Taxable Value and then by .95 to determine the Ad Valorem proceeds that may be budgeted.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, EXECUTING AND SUBMITTING THE CERTIFICATION OF
TAXABLE VALUE FOR FISCAL YEAR 2024-25 TO THE LAKE COUNTY
PROPERTY APPRAISER; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the City Manager is hereby authorized to execute the "Certificate of Taxable Value for Fiscal Year 2024-25" with a tentative millage rate of 3.4752 mills, which is 7.5% higher than the "roll back rate" of 3.2327 mills, and submit the same to the Lake County Property Appraiser, whose address is P.O. Box 1027, Tavares, Florida 32778.

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 8th day of July 2024.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: July 8, 2024

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Temporary Utility Easement to the City of Leesburg from the School Board of Lake County, for the purpose of granting the City a Temporary Easement over property described therein; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution for a Temporary Utility Easement from the School Board of Lake County, for the property described therein.

Analysis:

The School Board of Lake County is granting a Temporary Utility Easement to the City of Leesburg, Florida for the purpose of construction, installation, repair, maintenance, replacement, and improvement of underground or above ground utilities, including but not limited to water, sewer, reuse water, natural gas, and electricity.

Procurement Analysis:

N/A

Options:

1. Adopt the Resolution accepting and approving the Temporary 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, ACCEPTING A TEMPORARY UTILITY EASEMENT TO THE
CITY OF LEESBURG FROM THE SCHOOL BOARD OF LAKE COUNTY,
FOR THE PURPOSE OF GRANTING THE CITY A TEMPORARY EASEMENT
OVER PROPERTY DESCRIBED THEREIN; AND PROVIDING AN
EFFECTIVE DATE.**

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

THAT the Temporary Utility Easement granted to the City of Leesburg by the School board of Lake County for the purpose of granting the City a Temporary Utility Easement over, under, upon, across, through and within the real property described in the document, is hereby accepted.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 8th day of July 2024.

Mayor

ATTEST:

City Clerk

Prepared by/return to:
Jennifer M. Cotch, Esq.
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, Florida 32757

Parcel I.D.: 09-19-24-0400-043-00102

TEMPORARY UTILITY EASEMENT

THIS TEMPORARY UTILITY EASEMENT ("Easement") is made this 13 day of May, 2024 by and between the **SCHOOL BOARD OF LAKE COUNTY**, a political subdivision of the State of Florida, whose mailing address is 201 W. Burleigh Blvd., Tavares, Florida 32778 ("GRANTOR") and **THE CITY OF LEESBURG, FLORIDA**, a Florida Municipal corporation, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns ("GRANTEE").

WITNESSETH:

WHEREAS GRANTOR owns fee simple title to a parcel of real property with an address of 901 Olive Avenue, Fruitland Park, Florida as more particularly described on Exhibit A attached hereto ("Grantor's Property"); and

WHEREAS, GRANTEE desires a non-exclusive, temporary easement located on Grantor's Property (the "Easement Area") for the purpose of the construction, and installation of utility improvements, including but not limited to water, wastewater, reclaimed water lines, natural gas and electricity and related facilities (the "Facilities") in accordance with the terms and conditions as more specifically set forth herein (the "Easement").

NOW, THEREFORE, in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTOR and GRANTEE hereby agree that this Easement and Easement Area conveyed herein, is granted upon the following terms, conditions, covenants and agreements:

1. **RECITALS.** The foregoing recitals are true and correct in each and every respect and are incorporated herein by this reference.

2. **GRANT OF EASEMENT.** GRANTOR hereby grants GRANTEE, its employees, agents and contractors a temporary, non-exclusive easement over and across the Easement Area to patrol, inspect, alter, improve, construct, repair, maintain, rebuild, relocate, remove and provide access and service to the Facilities. The Easement includes the right to ingress and egress access over the Easement Area. The Easement Area shall be used in common with all of the owners, tenants, subtenants, successors and assigns from time to time of Grantor's Property in any manner not inconsistent with the use of the Easement granted herein.

3. **TERMINATION.** This Easement will be replaced with a descriptive easement, five (5) feet on either side of the Facilities installed by GRANTEE, as will be shown on a certified surveyed sketch of description to be provided by GRANTOR within sixty (60) days after the installation of Facilities by GRANTEE. If the sketch of description is not provided by GRANTOR within sixty (60) days after completion of installation, GRANTEE will record this Easement.

4. **USE.** GRANTEE shall have the right, within the boundaries of the Easement Area, to construct, install, operate, maintain, repair, alter, modify, replace, improve, upgrade and/or enhance the Facilities. GRANTEE shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions. GRANTEE will repair and/or replace any roadways, parking areas, sidewalks, curbs, and sodding in the Easement Area that is damaged in connection with any maintenance or repairs made by GRANTEE to the Facilities. GRANTOR shall not erect, construct, or create any buildings, structures, or obstacles within the Easement Area that interfere with GRANTEE'S rights as described herein or install any landscaping with root systems that may damage the Facilities; however, GRANTOR may use the surface of the Easement Area in any manner that does not interfere with the rights granted to GRANTEE herein, which shall specifically include usage as and for roadways, parking areas, sidewalks, curbs, and sodding. The rights, privileges, and burden of the Easement granted herein shall be a covenant running with the land and the rights and duties shall descend to the parties' successors and assigns. GRANTEE shall include GRANTEE'S agents, contractors, subcontractors, licensees, franchisees, employees, and other parties associated with GRANTEE in furtherance of the purposes herein set forth.

5. **ACCESS.** If applicable, vendors, individuals, or entities under contract with GRANTEE who are permitted access on school grounds when students are present must comply with Section 1012.465,

Florida Statutes and must meet Level 2 screening as described in Section 1012.32, Florida Statutes or otherwise must be escorted by an agent or employee of GRANTOR. A district badge must be obtained if accessing school grounds when students are present. Notwithstanding the foregoing, GRANTEE shall be solely responsible to ensuring that all its employees, agents, contractors, or entities under contract with GRANTEE, pursuant to this Easement, comply with any and all screening requirements.

6. **TERMS AND RESTRICTIONS.** The following shall apply to this Easement as appropriate:

(a) All work performed by GRANTEE within the Easement Area must be performed in a good, workmanlike and lien-free manner by contractors duly licensed in Florida to perform such work, and GRANTEE covenants and agrees to comply with any and all applicable laws, ordinances, regulations and rules of governmental authorities and agencies having jurisdiction over the same. GRANTOR shall have the right, but not the obligation, to conduct observations during construction to ensure the work is being performed in accordance with all applicable laws and regulations.

(b) GRANTEE shall procure and maintain, at its sole cost and expense, public liability and property damage insurance for the Easement Area, with a company licensed to do business in the State of Florida, which shall insure any and all claims for personal injury, death or property damage occurring in or upon the Easement Area. Within fourteen (14) days of a request by GRANTOR, GRANTEE shall furnish GRANTOR with evidence of such insurance, in the form of a certificate of insurance.

(c) GRANTEE must keep the Easement Area and Grantor's Property free and clear of any and all liens and encumbrances arising by or through the acts or omissions of GRANTEE.

(d) GRANTOR shall have the right to enter upon the Easement Area, but GRANTOR is prohibited from taking any action that would adversely affect GRANTEE's use of the Easement Area or the rights granted herein. GRANTOR reserves the right to use the Easement Area for any and all uses and purposes which do not unreasonably interfere with the grant of this Easement.

(e) The Easement Area must be used in a reasonable manner by GRANTEE and must not be used by GRANTEE in such a way which would unreasonably restrict ingress and egress to, or activities on, Grantor's Property or create a nuisance. Any work performed by GRANTEE within the Easement Area must not unreasonably disturb GRANTOR's use of the remainder of Grantor's Property nor damage any improvements on the remainder of Grantor's Property.

(f) GRANTEE, at its sole cost and expense, shall be responsible for maintaining, repairing and replacing the Facilities and shall keep same in a state of good repair, in clean and neat condition, and in compliance with all applicable laws, regulations, permits and licenses.

(g) GRANTEE must not allow any hazardous wastes or hazardous materials or substances to flow into the Easement Area in violation of applicable laws, and, to the extent that this provision is violated, GRANTEE shall be fully responsible for any clean-up together with any and all costs, expenses and damages which might be suffered by GRANTOR as a result of any such contamination.

(h) GRANTEE shall promptly repair any damage to the Easement Area, or any other portion of Grantor's Property, caused by GRANTEE exercising its Easement. In the event that GRANTEE or its employees, agents or contractors cause damage to the Easement Area in the exercise of the Easement rights (including, but not limited to, damaging pavement, causing ruts and/or tearing up grass), GRANTEE agrees to promptly restore the Easement Area so damaged to its original condition and grade.

7. **INDEMNIFICATION.** To the extent allowed by law, GRANTEE shall indemnify the GRANTOR, and all of its officers, agents, and employees from any third-party claim, loss, damages, cost, charge, or expense arising out of any act, error, omission, or negligent act by GRANTEE, its agents or employees, during the performance of this Easement. Notwithstanding the foregoing, nothing in this Easement shall be deemed or construed in any manner as a waiver of any privilege, immunity, limits of liability or other protections which are provided and available to the GRANTOR or GRANTEE under the doctrine of sovereign immunity or the limitations of liability as provided by Section 768.28, Florida Statutes, and nothing in this Easement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. The foregoing indemnification obligations expressly survive any termination of this Easement.

8. **CONSTRUCTION.** The rule of strict construction shall not apply to the easement rights granted by this Easement. The easement rights granted by this Easement shall be given a reasonable construction and shall be deemed to incorporate and contain such other reasonable terms and provisions as are necessary to carry out the intent of the Parties as set forth in this Easement. No provision of this Easement shall be construed or interpreted to the disadvantage of any party by any court or other governmental or judicial authority or arbitrator by reason of either party being deemed to have structured, drafted or specified such provision.

9. **ENFORCEMENT.** In the event of a default by either party or their successors or assigns under this Easement, the non-defaulting party shall deliver to the defaulting party written notice specifying the default, and the defaulting party shall have thirty (30) days to remedy the same, failing which the non-defaulting party shall be entitled to seek damages, specific performance, injunctive relief, and any other legal or equitable remedy on account of such default.

10. **RESERVATION OF RIGHTS.** GRANTOR hereby reserves unto itself, its successors and assigns, the right to use the Easement Area for any lawful purpose, whatsoever, which does not prevent GRANTEE from exercising the rights granted in this Easement or adversely affect GRANTEE's use and enjoyment of the Easement Area.

11. **"AS-IS".** The Easement is granted in its "AS IS" condition and without any warranty or representation, express or implied, by GRANTOR as to the condition or suitability of same for GRANTEE's purposes or otherwise.

12. **USE OF TERMS.** The terms "GRANTOR" and "GRANTEE" shall be deemed to include the singular and the plural, and the masculine, feminine, and neuter gender, as applicable.

13. **NO THIRD-PARTY BENEFICIARIES; NO PUBLIC DEDICATION.** This Easement is for the benefit of the parties hereto only, and no third party shall be deemed a beneficiary of the terms of this Easement, unless specifically provided for herein. No person or entity shall be deemed a beneficiary of the terms of this Easement, unless specifically provided for herein. This Easement shall not constitute a dedication to the public, and no person or entity shall have any rights or entitlements pursuant to the terms of this Easement, including, without limitation, the right to utilize the Easement Area, except as specifically set forth herein.

14. **AMENDMENTS AND WAIVERS.** This Easement shall not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the parties and recorded in the Public Records of Lake County or by court order. No delay or omission of any party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any party of a breach of, or a default in, any of the terms and conditions of this Easement by any other party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Easement.

15. **MISCELLANEOUS.** This Easement contains the entire understanding of the parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Easement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Easement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Easement; and each provision of this Easement shall be valid and enforceable to the fullest extent permitted by law. This Easement shall be construed in accordance with the laws of the State of Florida. The section headings in this Easement are for convenience only, shall in no way define or limit the scope or content of this Easement, and shall not be considered in any construction or interpretation of this Easement or any part hereof. Where the sense of this Easement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Easement shall be construed to make the Parties hereto partners or joint ventures or render either of said Parties liable for the debts or obligations of the other. This Easement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement. Venue for any dispute arising under this Easement shall lie exclusively in the courts located in Lake County, Florida.

(signature blocks on following pages)

IN WITNESS WHEREOF, Grantor has executed this Easement on the day and year first written above.

WITNESSES:

Sign Name: Patricia Jo Painter
Print Name: PATRICIA JO PAINTER
Address: 942 DORA AVE
TAVARES FL 32778

Sign Name: Cynthia Monteith
Print Name: Cynthia Monteith
Address: 13130 Lime Ave.
Grand Island, FL 32935

GRANTOR:

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

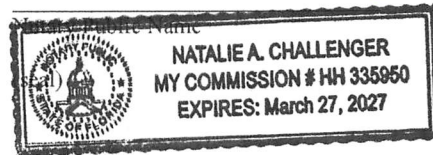
By: Mollie Cunningham
Print Name: Mollie Cunningham
As Its: Chair
Date: 5-13-2024

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 13 day of May, 2024, by Mollie Cunningham, as Chairman of THE SCHOOL BOARD OF LAKE COUNTY, a political subdivision of the State of Florida, who is ☒ personally known to me or ☐ who produced the following identification:

Natalie A Challenger
Notary Public Signature

My Commission Number:
My Expiration Date:



[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantee has executed this Easement on the day and year first written above.

WITNESSES:

Sign Name: _____
Print Name: _____
Address: _____

Sign Name: _____
Print Name: _____
Address: _____

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2024, by _____, _____, of THE CITY OF LEESBURG, FLORIDA, a Florida Municipal corporation. He/She is personally known to me or has produced _____ as identification.

GRANTEE:

THE CITY OF LEESBURG, FLORIDA, a
Florida Municipal corporation

By: _____
Print Name: _____
As Its: _____

Date: _____

By: _____
Notary Public, State of Florida at Large

Print Name: _____

Commission No.: _____

My Commission Expires: _____

EXHIBIT "A"

From the SW corner of the SE ¼ of Section 9, Township 19 South, Range 24 East, Lake County, Florida, run North 0°35'00" E. along the west line of the SE ¼ a distance of 1029.53 ft.; thence South 89°28'30" E. 26.51 ft. to the SW corner of Lot 5, Block 43, Town of Fruitland Park, Florida, and the Point of Beginning of this description; run thence North 00°18'20" E. 885.44 ft., thence S 89°51'30" E 941.02 ft.; thence S 30°16'00" E 298.55 ft.; thence N 89°51'30" W 125.60 ft.; thence S 00°30'10" W 634.41 ft.; thence N. 89°28'30" W 965.10 ft to the Point of Beginning. Less the following described property: from the SW corner of Lot 5, Block 43 run north 885.44 ft. to the Point of Beginning; thence S 89°51'30" E 350.00 ft.; thence S 00°08'30" W 125.00 ft., thence N 89°51'30" W. 350.00 ft.; thence N 00°08'30" E 125.00 ft. to the POB.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: July 8, 2024

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Lake County Holdings, LLC, for the purpose of granting the City an Easement over the property described therein; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution for a Utility Easement from Lake County Holdings, LLC, for the property described therein.

Analysis:

Lake County Holdings, LLC is granting a Utility Easement to the City of Leesburg, Florida for the purpose of construction, installation, repair, maintenance, replacement, and improvement of underground or above ground utilities, including but not limited to water, sewer, reuse, water, natural gas, and electricity.

Procurement Analysis:

N/A

Options:

1. Adopt the Resolution accepting and approving the 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, ACCEPTING A UTILITY EASEMENT TO THE CITY OF
LEESBURG FROM LAKE COUNTY HOLDINGS, LLC, FOR THE PURPOSE
OF GRANTING THE CITY AN EASEMENT OVER THE PROPERTY
DESCRIBED THEREIN; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Utility Easement granted to the City of Leesburg by Lake County Holdings, LLC for the purpose of granting the City a Utility Easement over, under, upon, across, through and within the real property described in the document, is hereby accepted.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 8th day of July 2024.

Mayor

ATTEST:

City Clerk

Prepared by/return to:
Jennifer M. Cotch, Esq.
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, Florida 32757

UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT ("Easement") is hereby granted by LAKE COUNTY HOLDINGS LLC, whose mailing address is 4441 NE 1st Terrace, Pompano Beach, FL 33064 ("GRANTOR,") to THE CITY OF LEESBURG, FLORIDA, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns ("GRANTEE");

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto GRANTEE, its successors and assigns forever, a perpetual non-exclusive easement for the construction, installation, alteration, operation, repair, maintenance, and replacement of utility improvements, including but not limited to water, wastewater, reclaimed water lines, natural gas and electricity and related facilities (the "Facilities"), over, under, upon, across, through and within the following described lands in Lake County, Florida, and referred to hereinafter as the "Easement Area" to wit:

SEE THE SKETCH OF DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

The easement rights specifically include: (a) the right of perpetual ingress and egress to patrol, inspect, alter, improve, construct, repair, maintain, rebuild, relocate, remove and provide access and service to the Facilities; (b) the right to decrease or increase, or to change the quantity and type of, the Facilities; (c) the right to clear the Easement Area of trees, limbs, undergrowth, and other physical objects (regardless of the location of such trees, limbs, undergrowth and other objects) which, in the opinion of Grantee, endanger or interfere with the safe and efficient installation, operation, or maintenance of the Facilities; and (e) all other rights and privileges reasonably necessary or convenient for the safe and efficient installation, operation, and maintenance of the facilities and for the enjoyment and use of such Easement for the purposes described above. Such easement rights shall include any temporary construction easement over and across such property as is necessary to the proper use and enjoyment of any right granted herein.

GRANTOR shall not erect, construct, or create any buildings, structures, or obstacles within the Easement Area that interfere with GRANTEE'S rights as described herein or install any landscaping with root systems that may damage the Facilities; however, GRANTOR may use the surface of the Easement Area in any manner that does not interfere with the rights granted to GRANTEE herein, which shall specifically include usage as and for roadways, parking areas, sidewalks, curbs, and sodding. GRANTEE will repair and/or replace any roadways, parking areas, sidewalks, curbs, and sodding in the Easement Area that is damaged in connection with any maintenance or repairs made by GRANTEE to the Facilities. GRANTOR reserves the right to grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to GRANTEE herein. Failure to exercise the rights herein granted to GRANTEE shall not constitute a waiver or abandonment.

GRANTOR warrants and covenants that GRANTOR is lawfully seized and in possession of the real property underlying the Easement Area, as specifically described, and depicted in Exhibit "A" attached hereto, and has the right to convey this Easement, and that GRANTEE, its successors, successors-in-title and assignees shall have quiet and peaceful possession, use, and enjoyment of this Easement. The rights, privileges, and burden of the Easement granted herein shall be a covenant running with the land and the rights and duties shall descend to the parties' successors and assigns. GRANTEE shall include

GRANTEE'S agents, contractors, subcontractors, licensees, franchisees, employees, and other parties associated with Grantee in furtherance of the purposes herein set forth.

IN WITNESS WHEREOF, this Easement has been executed by GRANTOR on the day and year first above written.

WITNESSES:

GRANTOR:

LAKE COUNTY HOLDINGS LLC,
a Florida limited liability company

Signature

Printed Name

Address

Signature

Printed Name

Address

Charles Everett, Manager

Cynthia Everett, Manager

STATE OF Florida

COUNTY OF

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13th day of May, 2024, by Charles and Cynthia Everett as MANAGERS of LAKE COUNTY HOLDINGS LLC, a Florida limited liability company, who is ☒ personally known to me or ☐ who produced the following identification:

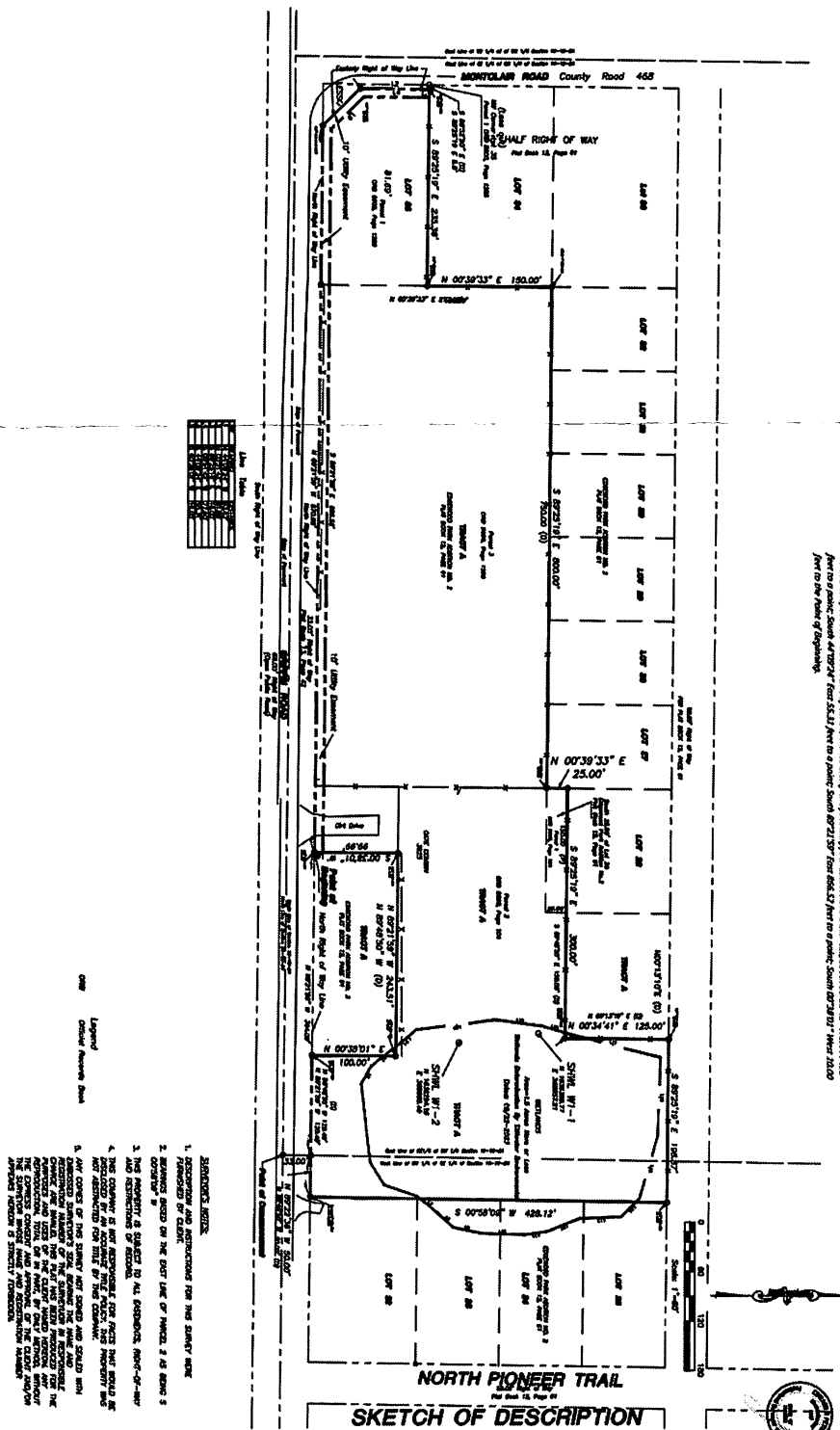
(seal)



KATHLEEN M. WOODRUFF
Commission # HH 353057
Expires February 25, 2027

Notary Public Signature

EXHIBIT "A"



Part of 1764.7, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855,

NAME	GRADE	NAME	GRADE
1. A. J. ALLEN	10	11. J. L. ALLEN	10
2. J. L. ALLEN	10	12. J. L. ALLEN	10
3. J. L. ALLEN	10	13. J. L. ALLEN	10
4. J. L. ALLEN	10	14. J. L. ALLEN	10
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87. J. L. ALLEN	10	88. J. L. ALLEN	10
89. J. L. ALLEN	10	90. J. L. ALLEN	10
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95. J. L. ALLEN	10	96. J. L. ALLEN	10
97. J. L. ALLEN	10	98. J. L. ALLEN	10
99. J. L. ALLEN	10	100. J. L. ALLEN	10

[illegible]

PETULLA SURVEYING, INC.
PROFESSIONAL LAND SURVEYING



PROJECT NUMBER: DRAWING FILE NUMBER:

10.0' UTILITY EASEMENT

SECTION 13-19-24
LAKE COUNTY HOLDING
GRIFFIN ROAD
LEESBURG FLORIDA 34748

Digitally signed by Edward Pauls
Date: 2024.04.15.15:44:33 -0600

EDWARD R. PERKINS, P.L.C.
Professional Land Surveyor & Engineer, Inc. 4002, State of Florida

NOTE: 1) Description of this sketch and with return statement of the surveyor's seal and certificate shall be passed or printed annual return.
2) There are no comments or observations filed on the ground as shown herein.

Road Names		EXP	04/17/93
Sketch Description		EXP	04/04/93
REVISION	NO.	BY	DATE
SCALE		1" = 80'	
DATE		08/29-2	
EXP		10/09/93	

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: July 8, 2024

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from Lazy Oaks Resort, LLC, joined by Lakeview North, LLC; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution accepting a Utility Easement from Lazy Oaks Resort, LLC, and Joinder and Consent to Utility Easement from Lakeview North, LLC.

Analysis:

Lazy Oaks Resort, LLC is granting a Utility Easement to the City of Leesburg, Florida on the property described in the document. The property owner's lender has signed a joinder and consent to the utility easement.

Procurement Analysis:

N/A

Options:

1. Adopt the Resolution accepting and approving the 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, ACCEPTING A UTILITY EASEMENT AFFECTING THE
PROPERTY DESCRIBED THEREIN FROM LAZY OAKS RESORT, LLC,
JOINED BY LAKEVIEW NORTH, LLC; AND PROVIDING AN EFFECTIVE
DATE.**

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

THAT the Utility Easement granted to the City of Leesburg by Lazy Oaks REsort, LLC, joined by Lakeview North, LLC 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 8th day of July 2024.

Mayor

ATTEST:

City Clerk

Prepared by/return to:
Jennifer M. Cotch, Esq.
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, Florida 32757

UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT ("**Easement**") is hereby granted by **LAZY OAKS RESORT, LLC**, a Virginia limited liability company, whose mailing address is 1104 Gatewood Drive, Alexandria, Virginia 22307 ("**GRANTOR**,"), to **THE CITY OF LEESBURG, FLORIDA**, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns ("**GRANTEE**");

WITNESSETH:

THAT **GRANTOR**, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **GRANTEE**, its successors and assigns forever, a perpetual non-exclusive easement for the construction, installation, alteration, operation, repair, maintenance, and replacement of utility improvements, including but not limited to water, wastewater, reclaimed water lines, natural gas and electricity and related facilities (the "**Facilities**"), under, upon, across, through and within the following described lands in Lake County, Florida, and referred to hereinafter as the "**Easement Area**" to wit:

SEE THE SKETCH OF DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

The easement rights specifically include: (a) the right of perpetual ingress and egress to patrol, inspect, alter, improve, construct, repair, maintain, rebuild, relocate, remove and provide access and service to the Facilities; (b) the right to decrease or increase, or to change the quantity and type of, the Facilities; (c) the right to clear the Easement Area of trees, limbs, undergrowth, and other physical objects (regardless of the location of such trees, limbs, undergrowth and other objects) which, in the opinion of Grantee, endanger or interfere with the safe and efficient installation, operation, or maintenance of the Facilities; and (e) all other rights and privileges reasonably necessary or convenient for the safe and efficient installation, operation, and maintenance of the facilities and for the enjoyment and use of such Easement for the purposes described above. Such easement rights shall include any temporary construction easement over and across such property as is necessary to the proper use and enjoyment of any right granted herein.

GRANTOR shall not erect, construct, or create any buildings, structures, or obstacles within the Easement Area that interfere with **GRANTEE'S** rights as described herein or install any landscaping with root systems that may damage the Facilities; however, **GRANTOR** may use the surface of the Easement Area in any manner that does not interfere with the rights granted to **GRANTEE** herein, which shall specifically include usage as and for roadways, parking areas, sidewalks, curbs, and sodding. **GRANTEE** will repair and/or replace any roadways, parking areas, sidewalks, curbs, and sodding in the Easement Area that is damaged in connection with any maintenance or repairs made by **GRANTEE** to the Facilities. **GRANTOR** reserves the right to grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to **GRANTEE** herein. Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment.

GRANTOR warrants and covenants that **GRANTOR** is lawfully seized and in possession of the real property underlying the Easement Area, as specifically described and depicted in Exhibit "A" attached hereto, and has the right to convey this Easement, and that **GRANTEE**, its successors, successors-in-title

and assignees shall have quiet and peaceful possession, use, and enjoyment of this Easement. The rights, privileges, and burden of the Easement granted herein shall be a covenant running with the land and the rights and duties shall descend to the parties' successors and assigns. **GRANTEE** shall include **GRANTEE'S** agents, contractors, subcontractors, licensees, franchisees, employees, and other parties associated with Grantee in furtherance of the purposes herein set forth.

IN WITNESS WHEREOF, this Easement has been executed by **GRANTOR** on the day and year first above written.

WITNESSES:

Trida Angeli
Signature
TRIDA ANGELI
Printed Name
7822 Richard Hwy
Address

[Signature]
Signature
Michael Palmer
Printed Name
7822 Richard Hwy Alexandria VA 22306
Address

GRANTOR:

LAZY OAKS RESORT, LLC, a Virginia limited liability company

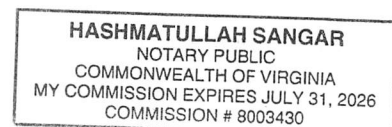
By: [Signature]
Print: Kristy Moore
Title: Member

STATE OF Virginia
COUNTY OF Fauquier

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 14 day of Jun, 2024, by Kristy Moore, as member of LAZY OAKS RESORT, LLC, a Virginia limited liability company, who is ☐ personally known to me or ☐ who produced the following identification:

My Commission Number: 8003430
My Expiration Date: 07-31-2026

[Signature]
Notary Public Signature
Hashmatullah Sangar
Notary Public Name
(seal)



JOINDER AND CONSENT TO UTILITY EASEMENT

LAKEVIEW NORTH, LLC a Florida limited liability company, whose address is 1111 West Line Street, Leesburg, FL 34748, hereby certifies that it is the owner and holder of certain mortgages, liens, or other encumbrances upon the property shown and described on Exhibit "B" attached hereto, located in Leesburg, Lake County, Florida, and hereby joins and consents to the Utility Easement between **LAZY OAK RESORT, LLC**, a Virginia limited liability company, and the **CITY OF LEESBURG**; and agrees that its interest in the property by virtue of the Mortgage, Assignment of Leases and Rents, and Security Agreement dated March 1, 2024, and recorded on March 5, 2024, in Official Records Book 6294, Page 925, Public Records of Lake County, Florida and the Assignment of Leases and Rents dated March 1, 2024 and recorded on March 5, 2024 in Official Records Book 6294, Page 955, Public Records of Lake County, Florida, shall be subordinated to said Utility Easement.

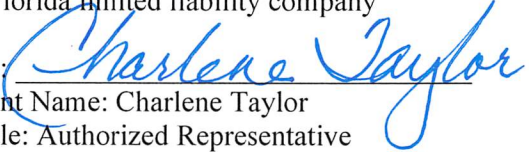
Signed and sealed in the presence of:


Printed Name: Stella Wohl
Address: 104 Cross Link Trail
Centerville, Georgia 31028

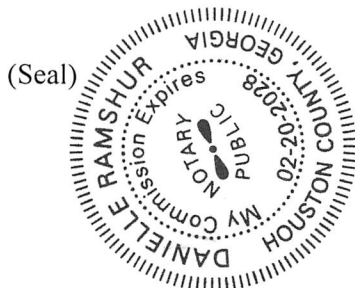

Printed Name: Mariella Morehead
Address: 313 Hearthwood Drive
Kathleen, Georgia 31047

STATE OF Georgia
COUNTY OF Houston

LAKEVIEW NORTH, LLC
a Florida limited liability company

By: 
Print Name: Charlene Taylor
Title: Authorized Representative

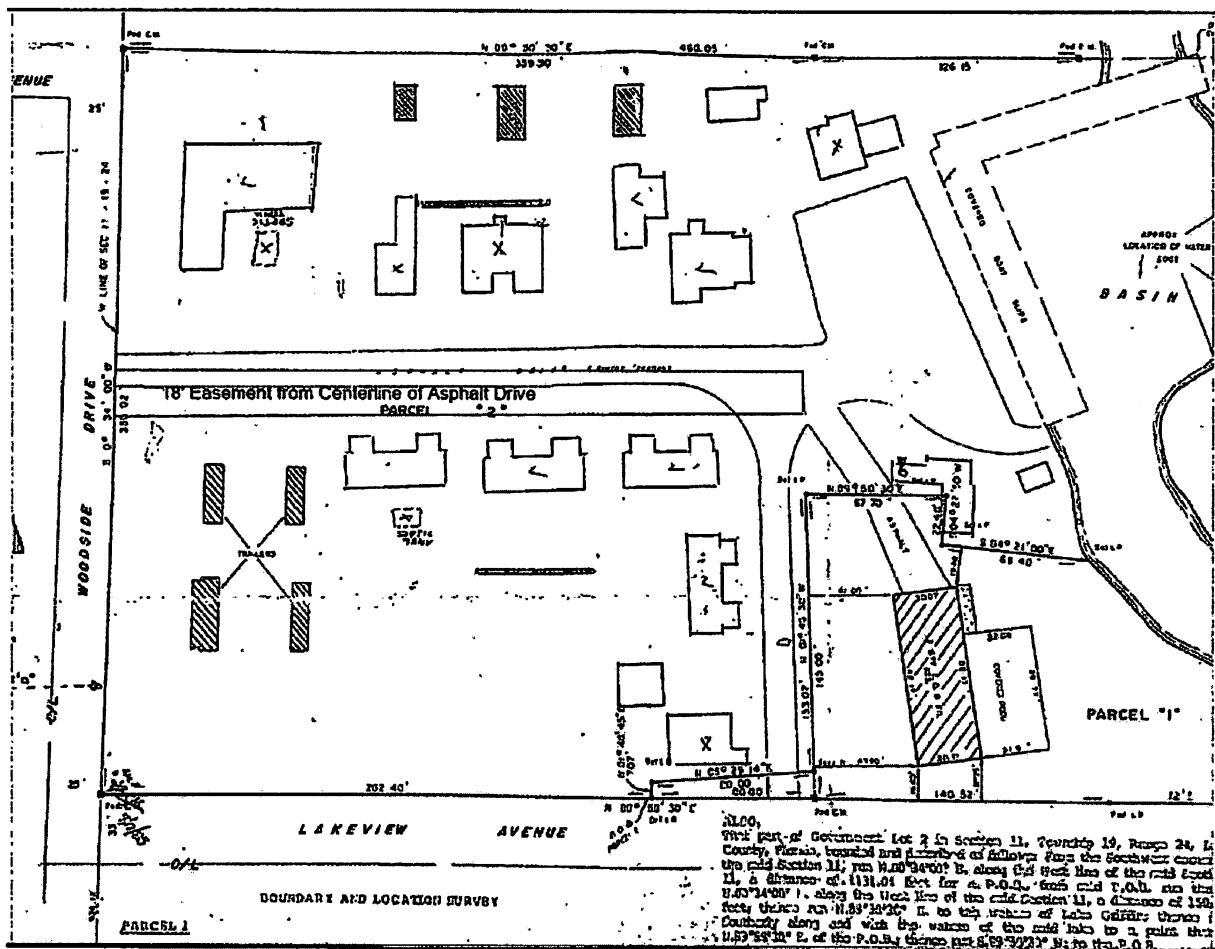
The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 6th day of June, 2024, by Charlene Taylor, as Authorized Representative of LAKEVIEW NORTH, LLC., a Florida limited liability company, who is X personally known or produced as identification.




NOTARY PUBLIC

EXHIBIT "A"

That part of Government Lot 2 in Section 11, Township 19 South, Range 24 East, Lake County, Florida, bounded and described as follows: from the Southwest corner of said Section 11, run N 00°34'00" E, along the West line of said Section 11, a distance of 1131.04 feet for a P.O.B., from said P.O.B. run N 89°58'30" E a distance of 342.48 feet; thence run S 00°00'00" a distance of 18.00 feet; thence run N 89°58'30" W, a distance of 342.48 feet to the P.O.B.



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.7.

Meeting Date: July 8, 2024

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting an Easement for a public trail and utilities to the City of Leesburg from Beacon College, Inc., for the purpose of granting the City an Easement over the property described therein; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution for an Easement from Beacon College, Inc., for the property described therein.

Analysis:

Beacon College, Inc. has recently purchased a property that included an encroachment of the Fountain Lake Trail. Beacon College, Inc. has agreed and executed an easement to the City of Leesburg, Florida for the purpose of providing public access to the trail along with construction, installation, repair, maintenance, replacement, and improvement of underground or above ground utilities, including but not limited to water, sewer, reuse water, natural gas, and electricity.

Procurement Analysis:

N/A

Options:

1. Adopt the Resolution accepting and approving the 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, ACCEPTING AN EASEMENT FOR A PUBLIC TRAIL AND
UTILITIES TO THE CITY OF LEESBURG FROM BEACON COLLEGE, INC.,
FOR THE PURPOSE OF GRANTING THE CITY AN EASEMENT OVER THE
PROPERTY DESCRIBED THEREIN; AND PROVIDING AN EFFECTIVE
DATE.**

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

THAT the Easement granted to the City of Leesburg by Beacon College, Inc., for the purpose of granting the City an Easement for public trail and utilities over, under, upon, across, through and within the real property described in the document, is hereby accepted.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 8th day of July 2024.

Mayor

ATTEST:

City Clerk

Prepared by/return to:
Jennifer M. Cotch, Esq.
Stone & Gerken, P.A. 4850
N. Highway 19A
Mount Dora, Florida 32757

EASEMENT

THIS PERMANENT EASEMENT ("**Easement**") is hereby granted by **BEACON COLLEGE, INC.**, a Florida not for profit corporation, whose mailing address is 105 E. Main Street, Leesburg, Florida 34748 ("**GRANTOR**"), to **THE CITY OF LEESBURG, FLORIDA**, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns ("**GRANTEE**").

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **GRANTEE**, its successors and assigns forever, a perpetual exclusive easement for the construction, installation, alteration, operation, repair, and maintenance of public park trail and path purposes, and replacement of utility improvements, including but not limited to water, wastewater, reclaimed water lines, natural gas and electricity and related facilities (the "**Facilities**"), over, under, upon, across, through and within the following described lands in Lake County, Florida, and referred to hereinafter as the "**Easement Area**" to wit:

SEE THE SKETCH OF DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

The easement rights specifically include: (a) the right of perpetual ingress and egress to patrol, inspect, alter, improve, construct, repair, maintain, rebuild, relocate, remove and provide access and service to the Facilities; (b) the right to decrease or increase, or to change the quantity and type of, the Facilities; (c) the right to clear the Easement Area of trees, limbs, undergrowth, and other physical objects (to the extent the location of such trees, limbs, undergrowth and other objects encroach on the Easement Area or which endanger or interfere with the safe and efficient installation, operation, or maintenance of the Facilities); and (d) all other rights and privileges reasonably necessary or convenient for the safe and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of such Easement for the purposes described above. Such easement rights shall include any temporary construction easement over and across such property immediately adjacent to the Easement Area as is necessary to the proper use and enjoyment of any right granted herein.

GRANTOR shall not erect, construct, or create any buildings, structures, or obstacles within the Easement Area that interfere with **GRANTEE'S** rights as described herein or install any landscaping with root systems that may damage the Facilities. **GRANTEE** will, at its own cost and expense, maintain, repair and/or replace any park path and trail in the Easement Area. Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment.

GRANTOR warrants and covenants that **GRANTOR** is lawfully seized and in possession of the real property underlying the Easement Area, as specifically described, and depicted in Exhibit "A" attached hereto, and has the right to convey this Easement, and that **GRANTEE**, its successors, successors-in-title and assignees shall have quiet and peaceful possession, use, and enjoyment of this Easement. The rights, privileges, and burden of the Easement granted herein shall be a covenant running with the land and the rights and duties shall descend to the parties' successors and assigns. **GRANTEE** shall include **GRANTEE'S** agents, contractors, subcontractors, licensees, franchisees, employees, and other parties associated with Grantee in furtherance of the purposes herein set forth.

GRANTEE hereby agrees to indemnify, defend and hold harmless **GRANTOR** and its officers, directors, employees, contractors and agents (collectively, "**Indemnatee**") from and against any and all claims, losses, damages, liabilities, costs and expenses (including attorney's fees and costs) asserted against or incurred by the Indemnatee and arising from the use, exercise or enjoyment of the Easement Area by any

parties, except to the extent caused solely by the gross negligence or willful misconduct of Grantor.

IN WITNESS WHEREOF, this Easement has been executed by GRANTOR on the day and year first above written.

WITNESSES:

Michaela DiDonato
Signature
Michaela DiDonato
Printed Name
105 E Main Street Leesburg
Address FL 34748

Judith Tracey McKoy
Signature
Judith Tracey McKoy
Printed Name
105 E. Main Street Leesburg
Address FL 34748

GRANTOR:

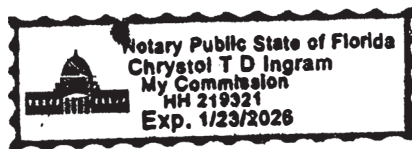
BEACON COLLEGE, INC.
a Florida not for profit corporation

Fred S. Gore
Signature
FREDERIC S. GORE
Printed Name
CHIEF FINANCIAL OFFICER
Title

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7th day of June, 2024, by Fred Gore as Chief Financial Officer for BEACON COLLEGE, a Florida not for profit company, who is ☒ personally known to me or ☐ who produced the following identification:

(seal)



Chrystal Ingram
Notary Public Signature

SKETCH OF DESCRIPTION

SHEET 1 OF 2

LEGAL DESCRIPTION:

A PORTION OF PARCEL 11 BEING THE SOUTHERN MOST 25 FEET OF THE FORMER SEABOARD COASTLINE RAILROAD COMPANY RIGHT-OF-WAY, AS DESCRIBED IN OFFICIAL RECORDS BOOK 5781, PAGE 1923, OF THE PUBLIC RECORDS OF LAKE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 1, BLOCK 51, L.B. LEE'S ADDITION TO LEESBURG, PLAT BOOK 2, PAGE 19, SAID POINT ALSO BEING THE NORTHEAST CORNER OF PARCEL 5, AS DESCRIBED IN OFFICIAL RECORDS BOOK 5781, PAGE 1923 BOTH OF THE PUBLIC RECORDS OF LAKE COUNTY FLORIDA; RUN THENCE N03°18'17"E, ALONG THE WEST RIGHT-OF-WAY LINE OF PARK AVENUE, A DISTANCE OF 56.00 FEET; THENCE S75°03'41"E, A DISTANCE OF 20.42 FEET TO THE SOUTHWEST CORNER OF PARCEL 11, AS DESCRIBED IN OFFICIAL RECORDS BOOK 5781, PAGE 1923, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE N03°18'17"E, ALONG THE WEST LINE OF SAID PARCEL 11, A DISTANCE OF 13.18 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N03°18'17"E, ALONG SAID WEST LINE, A DISTANCE OF 12.34 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 11; THENCE S75°03'41"E, ALONG THE NORTH LINE OF SAID PARCEL 11, A DISTANCE OF 242.61 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 54.17 FEET, WITH A CHORD BEARING OF S00°10'21"W AND A CHORD DISTANCE OF 5.94 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°17'09", A DISTANCE OF 5.94 FEET; THENCE S03°18'56"W, A DISTANCE OF 18.14 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL 11; THENCE N75°03'41"W, ALONG SAID SOUTH LINE, A DISTANCE OF 8.13 FEET; THENCE N00°00'00"W, A DISTANCE OF 5.21 FEET; THENCE N79°35'29"W, A DISTANCE OF 39.86 FEET; THENCE N77°17'48"W, A DISTANCE OF 51.97 FEET; THENCE N69°50'59"W, A DISTANCE OF 54.48 FEET; THENCE N65°49'47"W, A DISTANCE OF 47.35 FEET; THENCE N74°22'58"W, A DISTANCE OF 43.48 FEET TO THE POINT OF BEGINNING.



JOB # 906161

CF # LAK-209 CANAL ST SOD DOG PARK

DATE: 02/22/2024

SCALE: 1" = 50'

DRAWN BY: DSK

CERTIFIED TO:

ICL ARCHITECTURE

LEGEND

CL	- CENTERLINE
CM	- CONCRETE MONUMENT
Δ	- CENTRAL ANGLE
(D)	- DESCRIBED
DB	- DEED BOOK
DE	- DRAINAGE EASEMENT
ESMT	- EASEMENT
FND	- FOUND
INST	- INSTRUMENT NUMBER
L	- ARC LENGTH
(M)	- MEASURED
N&D	- NAIL AND DISK
ORB	- OFFICIAL RECORDS BOOK
(P)	- PLAT
PB	- PLAT BOOK
PG	- PAGE
POB	- POINT OF BEGINNING
POC	- POINT OF COMMENCEMENT
R/W	- RIGHT OF WAY
R	- RADIUS
TYP	- TYPICAL
UE	- UTILITY EASEMENT
#	- NUMBER

REVISIONS

GENERAL NOTES:

1. Bearing structure is based on the West Right-of-way line of Park Avenue, being: N03°18'17"E assumed.
2. This surveyor has not made a search of the public records for any dedications, limitations, restrictions or easements other than shown hereon.
3. This Sketch of Description has been made for the exclusive use of the entities prepared for hereon and does not extend to any unnamed parties.
4. This Sketch of Description is not a Survey.
5. This Sketch of Description is "Not Valid" without the original signature and seal of this Florida licensed Surveyor and Mapper, unless provided with electronic signature. The seal appearing on this document was authorized by signing Professional Surveyor and Mapper on the Date of the electronic signature.

Altamax Surveying

910 Belle Avenue, Suite 1100
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7833
www.altamaxsurveying.com
James@altamaxsurveying.com

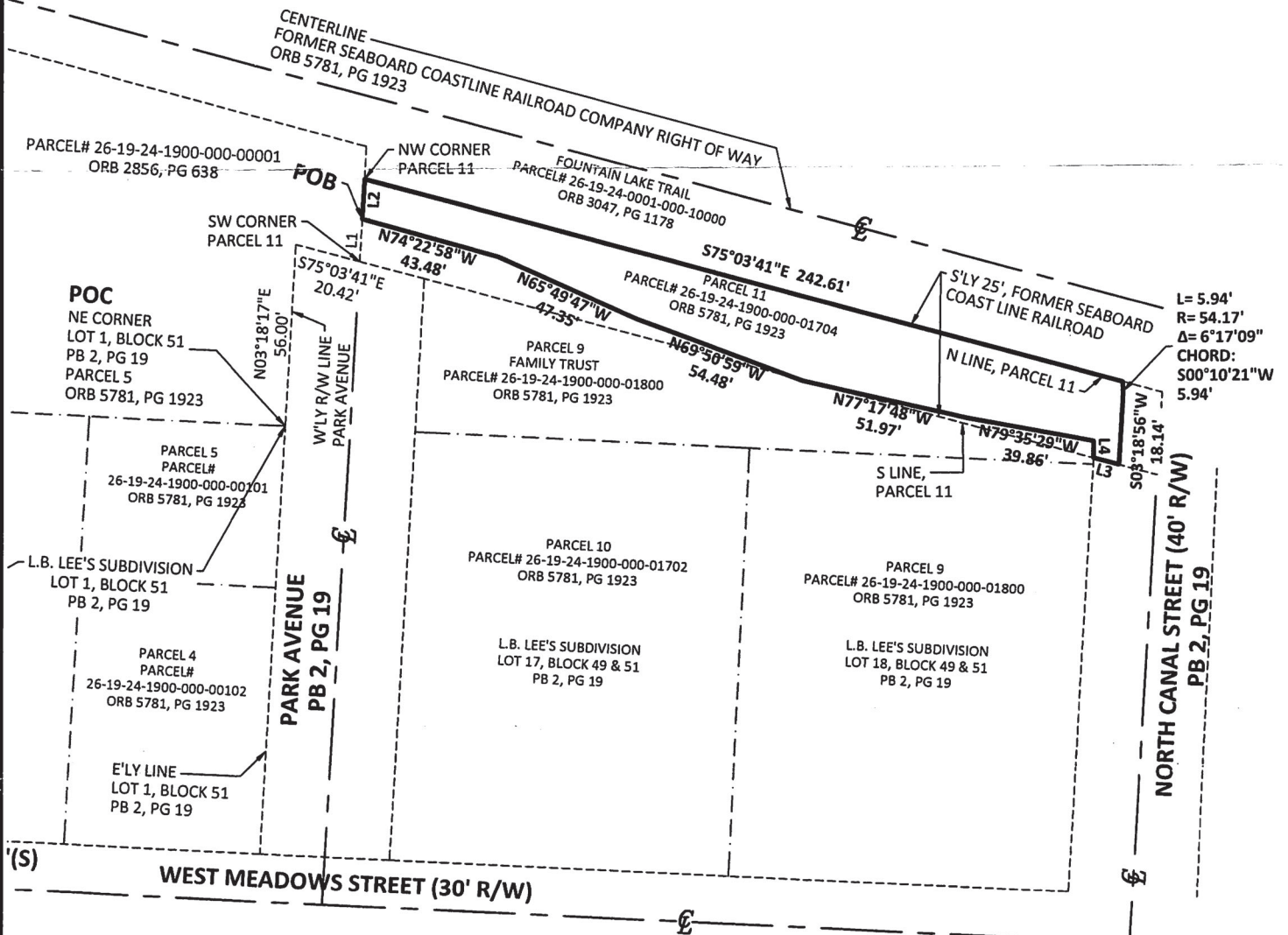
James D. Bray PSM 6507

SITE ADDRESS:
309 N CANAL STREET
LEESBURG FL, 34748

SKETCH OF DESCRIPTION

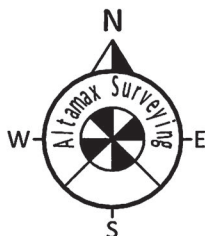
SHEET 2 OF 2

LINE	BEARING	DISTANCE
L1	N03°18'17"E	13.18'
L2	S03°18'17"W	12.34'
L3	N75°03'41"W	8.13'
L4	N00°00'00"W	5.21'

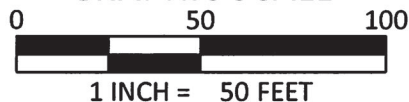


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www.altamaxsurveying.com



GRAPHIC SCALE



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.8.

Meeting Date: July 8, 2024

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and Hanover Land Company, LLC, for the purpose of setting forth the terms under which the city will provide natural gas service to the development known as Lakewood Reserve Phase 1, 2, and 3; and providing an effective date

Staff Recommendation:

Staff recommends accepting and approving the Resolution authorizing the Mayor and City Clerk to execute a gas service agreement between the City of Leesburg and Hanover Land Company, LLC.

Analysis:

The City of Leesburg is agreeing to provide natural gas service to Hanover Land Company, LLC, for the development known as Lakewood Reserve Phase 1, 2, and 3, pursuant to the terms of the Gas Service Agreement. Section 22-7 of the Code of Ordinance requires the owner to utilize natural gas for eighty percent of the planned 391 units within the development. The estimated cost of the infrastructure by phase is:

Phase I	\$490,028.50	159 units
Phase II	\$376,554.34	116 units
Phase III	<u>\$296,573.80</u>	116 units
Total	\$1,163,156.64	

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

Developer will place funds totaling \$1,163,156.64 (3 Phases) in an escrow account sufficient to fully fund the project. A budget adjustment will be processed to add these funds to the current budget.

Account No. 042-0000-223-3100

WF No.

WF1566602, 1566606, 1566609, 1566610

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
GAS SERVICE AGREEMENT BETWEEN THE CITY OF LEESBURG AND
HANOVER LAND COMPANY, LLC, FOR THE PURPOSE OF SETTING
FORTH THE TERMS UNDER WHICH THE CITY WILL PROVIDE NATURAL
GAS SERVICE TO THE DEVELOPMENT KNOWN AS LAKEWOOD
RESERVE PHASE 1, 2, AND 3; AND PROVIDING AN EFFECTIVE DATE**

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

THAT the Mayor and City Clerk are hereby authorized and directed to execute a Gas Service Agreement between the City of Leesburg and Hanover Land Company, LLC, for the purpose of setting forth the terms under which the City will provide natural gas service to the development known as Lakewood Reserve Phase 1, 2, and 3.

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 8th day of July 2024.

Mayor

ATTEST:

City Clerk

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2024 by and between the City of Leesburg, Florida, a municipal corporation organized under the laws of the State of Florida, located at 501 W. Meadow Street, Leesburg, Florida, 34748, (hereinafter referred to as “City”), and Hanover Land Company LLC (hereinafter jointly referred to as “Developer”), sometimes collectively referred to as “Party” or “Parties”.

WITNESSETH:

WHEREAS, Developer of a Subsequent Developer/Owner (hereinafter referred to as “Subsequent Developer/Owner”) is the intended owner of the following real property located in Leesburg, Lake County, Florida (the “Property”):

See Schedule “A” attached hereto

Parcel Identification Number(s): 05-21-25-0001-000-00100

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City for “Lakewood Reserve Phase 1” (the “Development”);

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

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

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, City and Developer or Subsequent Developer/Owner do agree that the foregoing recitals are true and correct and are incorporated into this Agreement hereby, and otherwise agree as follows:

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

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

2. Developer or Subsequent Developer/Owner shall ensure that not less than eighty percent (80%) of the planned (159) units within the Development are equipped with:

- A. A natural gas water heater, and a natural gas furnace or Hydro-heat; or
- B. A natural gas water heater, natural gas stove, and natural gas dryer.

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

4. The Developer or Subsequent Developer/Owner is obligated to pay the full cost of the infrastructure required to serve the Property and the cost of the services, meters, appurtenances and installation, which will be performed by the City. The estimated costs of the infrastructure to be funded by Developer or Subsequent Developer/Owner as set forth below, is Four Hundred Ninety Thousand and Twenty Eight Dollars and Fifty cents (\$490,028.50). Fifteen (15) days prior to construction, Developer or Subsequent Developer/Owner shall place in escrow with the City, funds equal to that estimate to be used to pay for the construction as it proceeds. Notwithstanding inclusion of this estimate herein, Developer or Subsequent Developer/Owner shall be obligated to pay the full cost of the infrastructure required to serve the Development and Property.

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

funds, together with any other costs incurred as a result of the cessation of construction, into the escrow account.

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

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

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

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

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

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

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

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF LEESBURG

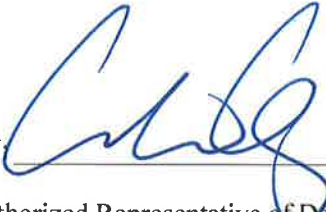
BY: _____
James A. Burry, Jr. Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

BY:  _____
Authorized Representative of Developer

Print Name: Andrew Grosz

Title: Authorized Agent

Schedule "A"

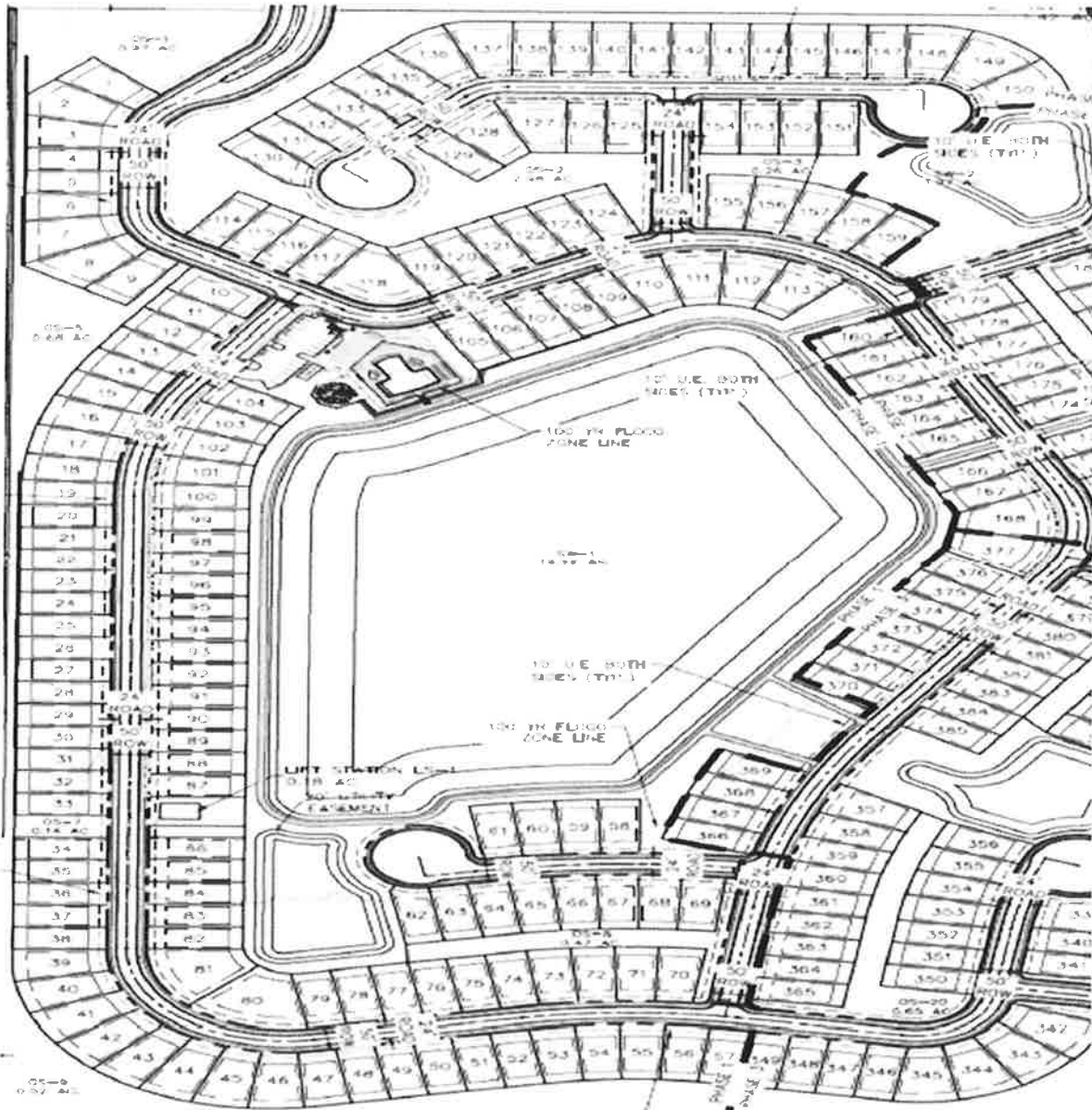
PARCEL ID

05-21-25-0001-000-00100

LEGAL DESCRIPTION:

THE WEST 3/4 OF GOVERNMENT LOT 2 AND ALL OF GOVERNMENT LOT 3, ALL LYING
IN SECTION 5, TOWNSHIP 21, SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.
LESS AND EXCEPT RIGHT-OF-WAYS.

Exhibit "B"



GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2024 by and between the City of Leesburg, Florida, a municipal corporation organized under the laws of the State of Florida, located at 501 W. Meadow Street, Leesburg, Florida, 34748, (hereinafter referred to as “City”), and Hanover Land Company LLC (hereinafter jointly referred to as “Developer”), sometimes collectively referred to as “Party” or “Parties”.

WITNESSETH:

WHEREAS, Developer of a Subsequent Developer/Owner (hereinafter referred to as “Subsequent Developer/Owner”) is the intended owner of the following real property located in Leesburg, Lake County, Florida (the “Property”):

See Schedule “A” attached hereto

Parcel Identification Number(s): 05-21-25-0001-000-00100

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City for “Lakewood Reserve Phase 2” (the “Development”);

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

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

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, City and Developer or Subsequent Developer/Owner do agree that the foregoing recitals are true and correct and are incorporated into this Agreement hereby, and otherwise agree as follows:

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

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

2. Developer or Subsequent Developer/Owner shall ensure that not less than eighty percent (80%) of the planned (116) units within the Development are equipped with:

- A. A natural gas water heater, and a natural gas furnace or Hydro-heat; or
- B. A natural gas water heater, natural gas stove, and natural gas dryer.

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

4. The Developer or Subsequent Developer/Owner is obligated to pay the full cost of the infrastructure required to serve the Property and the cost of the services, meters, appurtenances and installation, which will be performed by the City. The estimated costs of the infrastructure to be funded by Developer or Subsequent Developer/Owner as set forth below, is Three Hundred Seventy Six Thousand Five Hundred Fifty Four dollars and Thirty Four cents (\$376,554.34). Fifteen (15) days prior to construction, Developer or Subsequent Developer/Owner shall place in escrow with the City, funds equal to that estimate to be used to pay for the construction as it proceeds. Notwithstanding inclusion of this estimate herein, Developer or Subsequent Developer/Owner shall be obligated to pay the full cost of the infrastructure required to serve the Development and Property.

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

funds, together with any other costs incurred as a result of the cessation of construction, into the escrow account.

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

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

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

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

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF LEESBURG

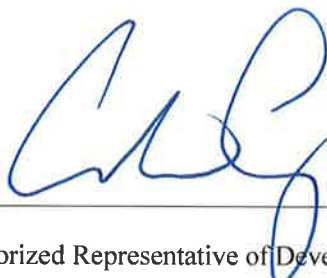
BY: _____
James A. Burry, Jr. Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

BY:  _____
Authorized Representative of Developer

Print Name: Andrew Cross

Title: Authorized Agent

Schedule "A"

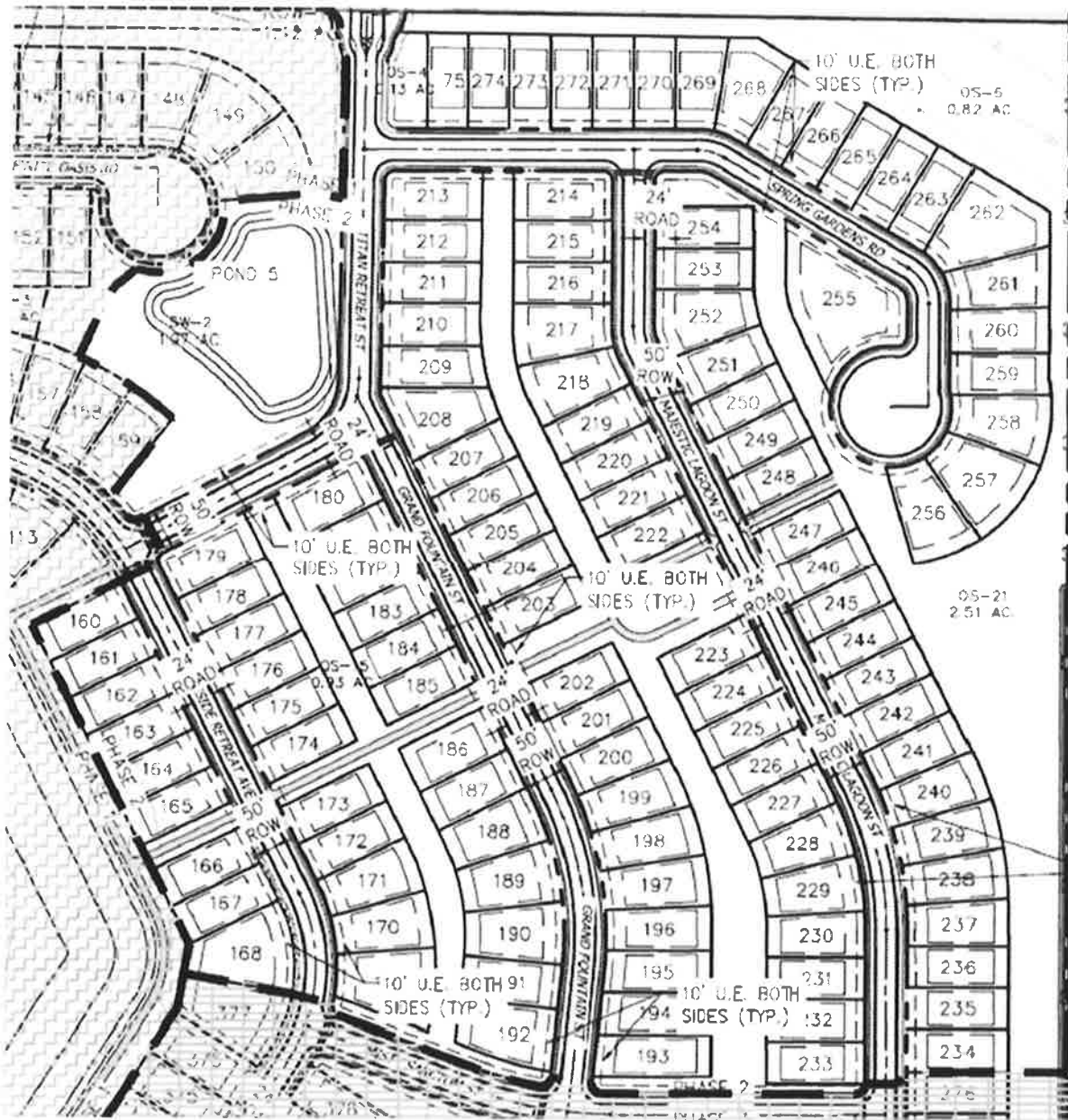
PARCEL ID

05-21-25-0001-000-00100

LEGAL DESCRIPTION:

THE WEST 3/4 OF GOVERNMENT LOT 2 AND ALL OF GOVERNMENT LOT 3, ALL LYING
IN SECTION 5, TOWNSHIP 21, SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.
LESS AND EXCEPT RIGHT-OF-WAYS.

Exhibit "B"



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WITNESSETH:

WHEREAS, Developer of a Subsequent Developer/Owner (hereinafter referred to as “Subsequent Developer/Owner”) is the intended owner of the following real property located in Leesburg, Lake County, Florida (the “Property”):

See Schedule “A” attached hereto

Parcel Identification Number(s): 05-21-25-0001-000-00100

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City for “Lakewood Reserve Phase 3” (the “Development”);

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

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

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, City and Developer or Subsequent Developer/Owner do agree that the foregoing recitals are true and correct and are incorporated into this Agreement hereby, and otherwise agree as follows:

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- A. A natural gas water heater, and a natural gas furnace or Hydro-heat; or
- B. A natural gas water heater, natural gas stove, and natural gas dryer.

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

4. The Developer or Subsequent Developer/Owner is obligated to pay the full cost of the infrastructure required to serve the Property and the cost of the services, meters, appurtenances and installation, which will be performed by the City. The estimated costs of the infrastructure to be funded by Developer or Subsequent Developer/Owner as set forth below, is Two Hundred Ninety Six Thousand Five Hundred Seventy Three dollars and Eighty cents (\$296,573.80). Fifteen (15) days prior to construction, Developer or Subsequent Developer/Owner shall place in escrow with the City, funds equal to that estimate to be used to pay for the construction as it proceeds. Notwithstanding inclusion of this estimate herein, Developer or Subsequent Developer/Owner shall be obligated to pay the full cost of the infrastructure required to serve the Development and Property.

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

funds, together with any other costs incurred as a result of the cessation of construction, into the escrow account.

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

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

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

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

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

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

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

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF LEESBURG

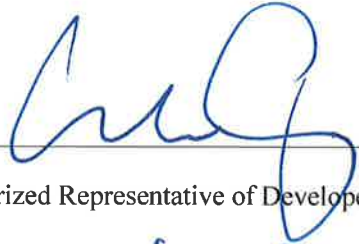
BY: _____
James A. Burry, Jr. Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

BY: 
Authorized Representative of Developer

Print Name: Andrew Cross

Title: Authorized Agent

Schedule "A"

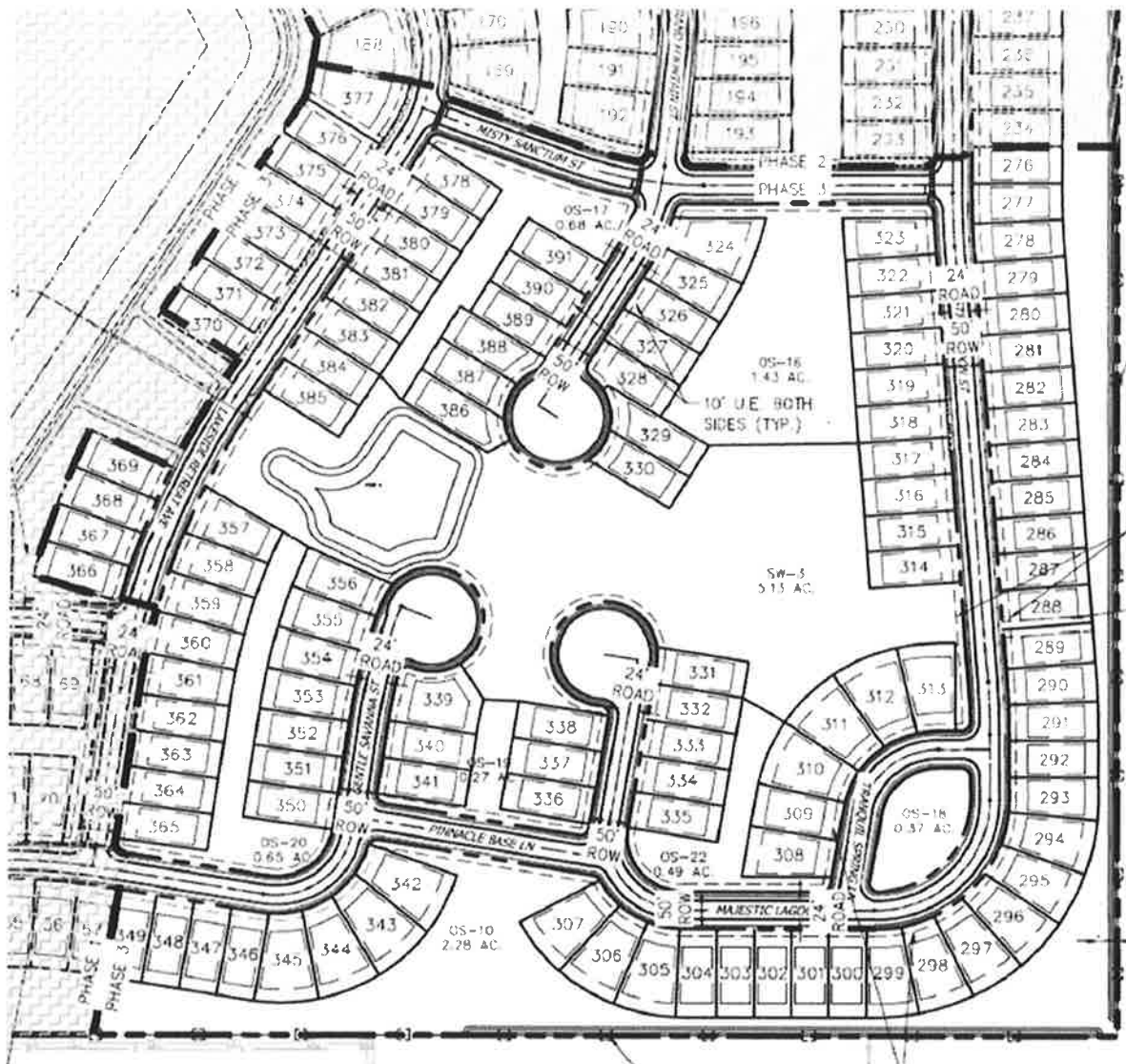
PARCEL ID

05-21-25-0001-000-00100

LEGAL DESCRIPTION:

THE WEST 3/4 OF GOVERNMENT LOT 2 AND ALL OF GOVERNMENT LOT 3, ALL LYING
IN SECTION 5, TOWNSHIP 21, SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.
LESS AND EXCEPT RIGHT-OF-WAYS.

Exhibit "B"



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.9.

Meeting Date: July 8, 2024

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from The District Board of Trustees of Lake-Sumter State College for the purpose of granting the City an Easement over the property described therein; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution for a Utility Easement from The District Board of Trustees of Lake-Sumter State College, for the property described therein.

Analysis:

The District Board of Trustees of Lake-Sumter State College is granting a Utility Easement to the City of Leesburg, Florida for the construction, installation, alteration, operation, repair, maintenance, and replacement of a lift station, underground electric lines, and related facilities.

Procurement Analysis:

N/A

Options:

1. Adopt the Resolution accepting and approving the 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, ACCEPTING A UTILITY EASEMENT TO THE CITY OF
LEESBURG FROM THE DISTRICT BOARD OF TRUSTEES OF LAKE-
SUMTER STATE COLLEGE FOR THE PURPOSE OF GRANTING THE CITY
AN EASEMENT OVER THE PROPERTY DESCRIBED THEREIN; AND
PROVIDING AN EFFECTIVE DATE.**

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

THAT the Utility Easement granted to the City of Leesburg by The District Board of Trustees of Lake-Sumter State College, for the purpose of granting the City a Utility Easement over, under, upon, across, through and within the real property described in the document, is hereby accepted.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 8th day of July 2024.

Mayor

ATTEST:

City Clerk

Record and Return to:
Anita Geraci-Carver, Esq.
Law Office of Anita Geraci-Carver, P.A.
1560 Bloxam Avenue
Clermont, FL 34711

PERMANENT UTILITY EASEMENT

THIS GRANT OF A PERMANENT UNDERGROUND UTILITY EASEMENT, made this ____ day of _____, 2024, by **THE DISTRICT BOARD OF TRUSTEES OF LAKE-SUMTER STATE COLLEGE**, a political subdivision, a/k/a Lake-Sumter State College, (herein after called the “**Grantor**”), to and in favor of the **CITY OF LEESBURG**, a Florida municipal corporation, created under the laws of the State of Florida, 501 West Meadow Street, Leesburg, FL 34748, hereinafter called the Grantee.

1. **Background.** Grantor is the owner of certain real property located in Lake County, Florida, identified by Parcel Id Number **Parcel No. 23-19-25-0002-000-07200** (the “Property”).

Grantee desires to obtain a perpetual, non-exclusive easement under, over and across a portion of the Property which is more particularly described and depicted in **Exhibit “A”** attached hereto and made a part hereof by this reference (the “Utility Easement Property”) consisting of 1,537.22 square feet, more or less, for utility purposes with full authority to enter upon construct, operate, repair, replace and maintain a lift station, underground electrical lines, and all other related and appurtenant facilities over, under, through and across the Utility Easement Property. Grantor is willing to grant Grantee an easement for said purpose, subject to the terms and conditions set forth below.

2. **Grant of Easement.** In consideration of the covenants and obligations set forth herein and other good and valuable consideration in the sum of Ten and No/100 Dollars (\$10.00) paid by Grantee to Grantor, the receipt of which is hereby acknowledged, Grantor hereby grants, conveys and declares unto Grantee, its successors and assigns, a perpetual, non-exclusive utility easement including rights under, over, through and across the Utility Easement Property, for the purpose of the construction, operation, repair and maintenance of a lift station, underground electrical lines, and all other related and appurtenant facilities (the “Facilities”).

3. **Use by Grantor.** Grantor retains the right to use the Utility Easement Property, so long as such rights do not unreasonably interfere with Grantee’s rights hereunder. The Property is subject to all matters of record, the retained rights of Grantor and whatever other easements, rights, licenses, or grants that contemporaneous herewith or subsequent hereto, may be granted, or otherwise created by Grantors, provided that any subsequently created interest does not prevent Grantee from utilizing this Easement for its intended purpose. The Utility Easement Property shall revert to Grantor upon release.

4. **Maintenance.** Grantee shall maintain, repair and replace the Facilities in good order, condition and state of repair.

5. **Covenants with the Land.** All rights, privileges, benefits and burdens created herein are covenants running with the land, binding upon and inuring to the benefit of Grantor, Grantee and their respective assigns and successors in title.
6. **Title.** Grantor does hereby covenant that Grantor is lawfully seized and possessed of the Utility Easement Property subject to no mortgages or encumbrances, and that it has good and lawful right to convey said easement without the joinder and consent of any third party.
7. **Incidental Rights.** Each of the rights and benefits granted herein shall include all those additional rights and benefits which are necessary for the full enjoyment thereof and are customarily included incidental thereto.
8. **Captions.** The captions included herein are for reference only and should not be used in construing any of the terms hereof. This Utility Easement shall be construed and enforced in accordance with the laws of the State of Florida.
9. **Attorneys Fees.** In the event that Grantor or Grantee or either of their successors in title institutes legal proceedings against the other party to enforce any term of this Utility Easement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorneys' fees and court costs incurred incidental thereto, including, without limitation, fees and costs incurred in appellate proceeding and in bankruptcy.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, Grantor and Grantee have caused this Utility Easement to be duly executed on the dates specified below.

Signed, Sealed and Delivered
in the presence of:

Russ G. Duncan
Print Name: BRUCE G. DUNCAN
Address: 1956 MAGNOLIA CIR.
TAVARES, FL. 32778

Kevin Yurasek
Print Name: Kevin Yurasek
Address: 9501 US Hwy 441
Leesburg, FL 34788

STATE OF FLORIDA
COUNTY OF LAKE

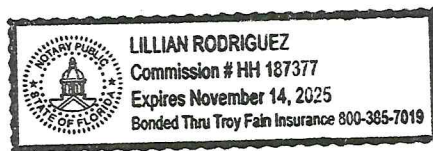
The foregoing instrument was acknowledged before me by means of [☒] physical presence or [☐] online notarization this 24th day of JUNE, 2024 by Dr. Heather Bigard, President of Lake-Sumter State College on behalf of the Board of Trustees. He/she is [☒] personally known to me or has produced _____ as identification.

“GRANTOR”

LAKE-SUMTER STATE COLLEGE,
FLORIDA, a political subdivision, a/k/a
LAKE-SUMTER STATE COLLEGE,

By: *Heather Bigard*
Dr. Heather Bigard, President

Date: 6/25/24



Lillian Rodriguez
(Signature of Notary Public)

Lillian Rodriguez
(Print Name of Notary)

Notary Public – State of Florida
Commission Number:

HH 187377
My Commission Expires: 11/14/2025

ACCEPTED BY CITY OF LEESBURG (Grantee).

Witness Signature

Print Name of Witness
Address: _____

Witness Signature

Print Name of Witness
Address: _____

By: _____
Jimmy Burry, Mayor

Attest: _____
J. Andi Purvis, City Clerk

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of _____, 2024 by Jimmy Burry, Mayor of the City of Leesburg, a Florida municipal corporation on behalf of the corporation. He is ☐ personally known to me or ☐ has produced _____ as identification.

NOTARY PUBLIC

EXHIBIT "A"
(the Utility Easement Property)

Legal Description of Utility Easement Property

A parcel of land in part of Section 23, Township 19 South, Range 25 East, Lake County, Florida, being described as follows:

Commence at found and held 6"x6" concrete monument, being the Right of Way limit of Skinner Avenue; thence South 00°30'40" East, 71.07 feet; thence South 71°02'14" East, 281.92 feet; thence North 00°30'22" East, 199.99 feet to the point of beginning; thence North 00°36'05" East, 31.93 feet; thence North 71°02'23" West, 26.60 feet; thence South 00°13'16" West, 32.00 feet; thence South 71°02'14" East, 26.38 feet to the point of beginning.

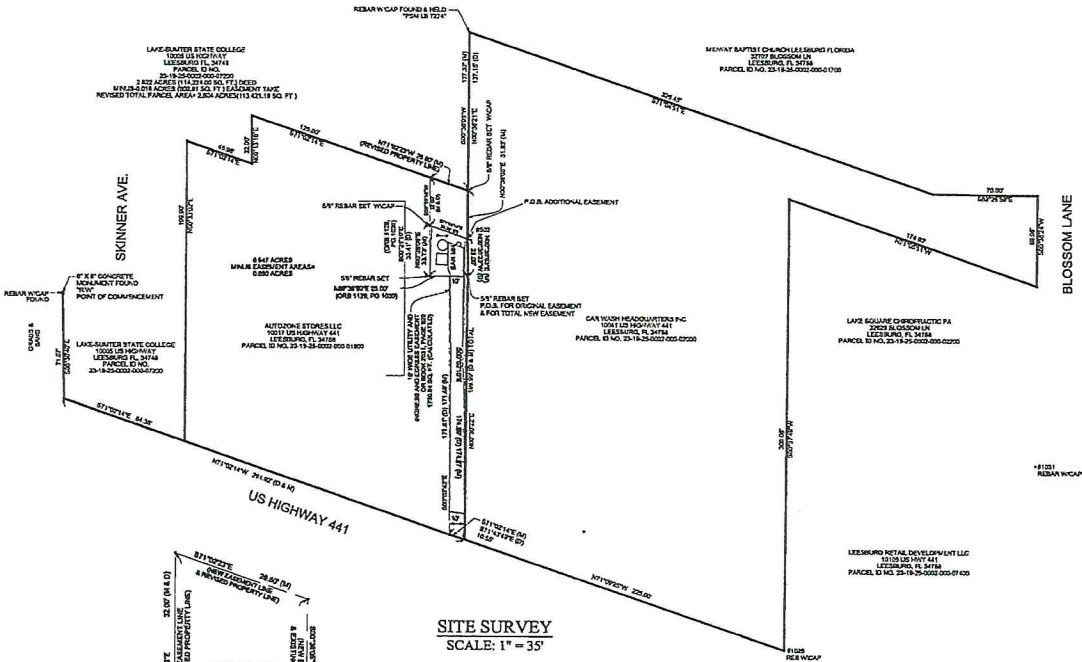
See Attached Sketch of Description

Exhibit "A"

PLAN OF EASEMENT LIFT STATION NO. 64 LEESBURG, LAKE COUNTY, FLORIDA

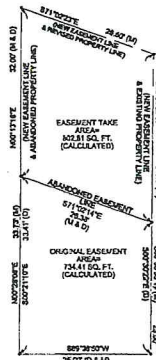


SCALE 1" = 35'



SITE SURVEY
SCALE: 1" = 35'

EASEMENT DETAIL
TOTAL EASEMENT
AREA = 1537.22 SQ. FT.



Legal Description: (City Of Leesburg - Original Easement for LS #64)

A parcel of land in part of the Section 23, Township 19 South, Range 25 East, Lake County, Florida, being described as follows:

Commence at found and held 675' concrete monument, being the Right of Way limit of Skinner Avenue; thence South 00°30'40" East, 71.07 feet; thence South 71°02'14" East, 281.32 feet; thence North 00°30'22" East, 174.99 feet as recorded in O.R.B. Book 2031, Page 920 to the point of beginning; thence North 00°30'22" East, 25.00 feet as recorded in O.R.B. 1129, Page 1030; thence North 71°02'14" West, 26.38 feet as recorded in O.R.B. 1129, Page 1030; thence South 00°30'22" West, 33.73 feet as recorded in O.R.B. 1129, Page 1030; thence North 89°38'59" East, 25.00 feet as recorded in O.R.B. 1129, Page 1030; to the point of beginning.

Parcel containing 734.41 square feet, more or less.

This Easement have access throughout a 10 feet wide Utility and Egress Easement as recorded in O.R.B. 2031, Page 920 with an Area of 1,730.64 square feet more or less.

Legal Description: (City Of Leesburg - Additional Area to be added to Original Easement to create a New Total LS #64 Easement)

A parcel of land in part of the Section 23, Township 19 South, Range 25 East, Lake County, Florida, being described as follows:

Commence at found and held 675' concrete monument, being the Right of Way limit of Skinner Avenue; thence South 00°30'40" East, 71.07 feet; thence South 71°02'14" East, 281.32 feet; thence North 00°30'22" East, 174.99 feet to the point of beginning; thence North 00°30'22" East, 25.00 feet; thence North 71°02'14" West, 26.60 feet; thence South 00°30'22" West, 33.73 feet; thence North 89°38'59" East, 25.00 feet; to the point of beginning.

Parcel containing 802.81 square feet, more or less.

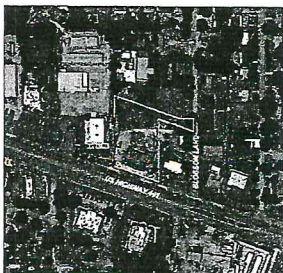
Legal Description: (City Of Leesburg - Total New Easement for LS #64)

A parcel of land in part of the Section 21, Township 19 South, Range 25 East, Lake County, Florida, being described as follows:

Commence at a found and held 675' concrete monument, being the Right of Way limit of Skinner Avenue; thence South 00°30'40" East, 71.07 feet; thence South 71°02'14" East, 281.32 feet; thence North 00°30'22" East, 174.99 feet to the point of beginning; thence North 00°30'22" East, 25.00 feet; thence North 71°02'14" West, 26.60 feet; thence South 00°30'22" West, 33.73 feet; thence North 89°38'59" East, 25.00 feet; to the point of beginning.

Parcel containing 1,537.22 square feet, more or less.

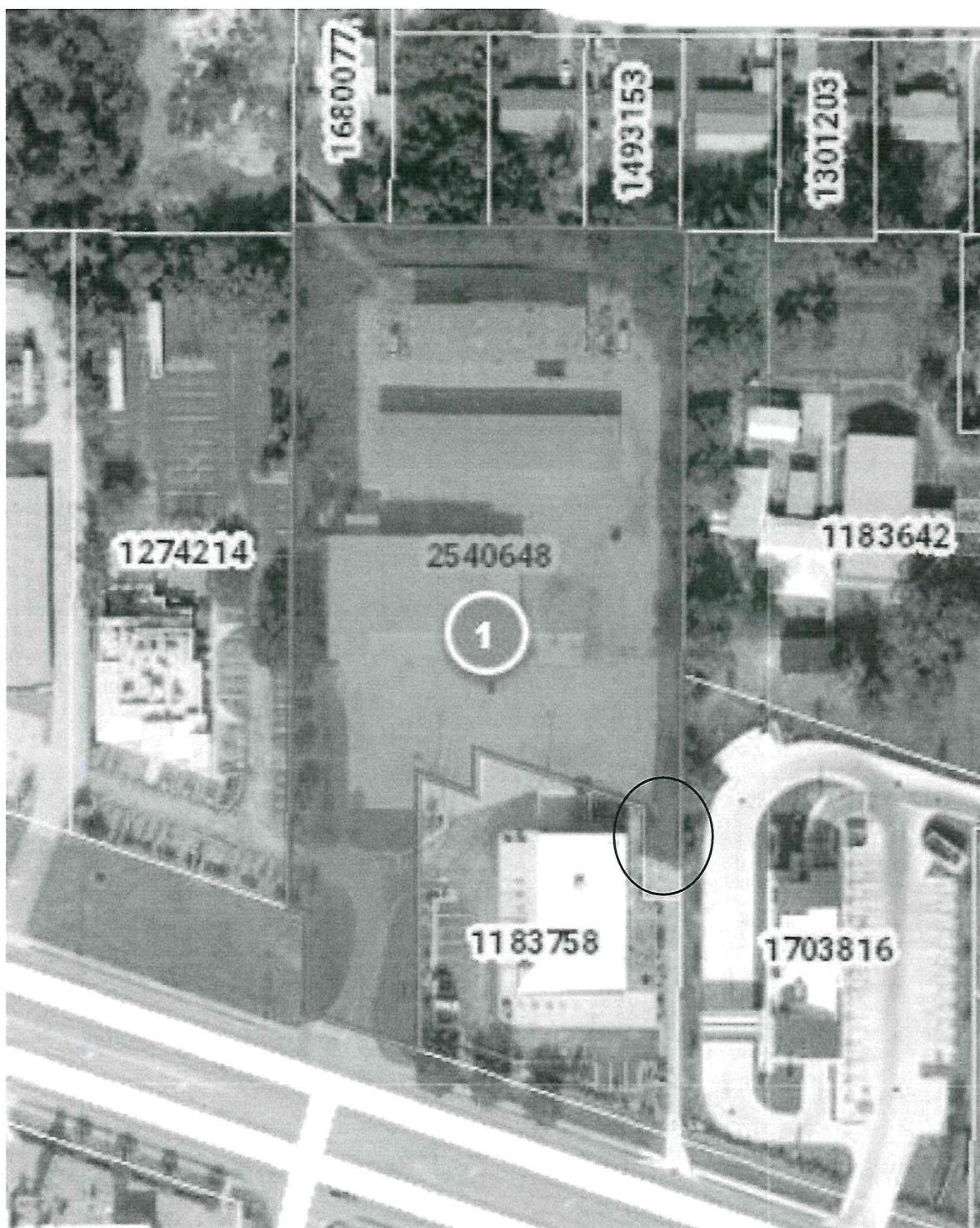
DATUM: FPRN; NAVD 83, NAD 83 FLORIDA EAST STATE PLANE COORDINATES



SITE MAP
SCALE: 1" = 250'

JOSE A CORREA
Digital signed by JOSE A CORREA
D:\C\Users\jcorrea\Documents\135940-07007
00018746390C2400018
773, on JOSE A CORREA
Date: 2013.03.09
13:59:40-07007

LEGEND F.O.B. POINT OF BEGINNING P.O. PROPERTY OWNER (D) DEAD (M) MEASURED (N) NON-CONFORMITY (S.A.) OFFICIAL RECORD BOOK		CERTIFIED TO: CITY OF LEESBURG PURA VIDA ENGINEERING SERVICES 6457 HAZELTINE NATIONAL DRIVE, SUITE 150 ORLANDO, FLORIDA 32822	SEAL & SIGNATURE: JOSE A CORREA No. 7023 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPING ENGINEER SHEET NO. 1 of 1 DRAWN BY: M. LIFE SCALE: 1" = 35' FIELD SURVEY DATE: 05/01/2013 JOB NO.: J3535 CHECKED: J.S.C.
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City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.10.

Meeting Date: July 8, 2024

From: Brad Chase, (Electric Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida terminating an Electric Service Agreement between A.A. Moukhtara Co. and the City of Leesburg, Florida; terminating associated Letter of Credit; and providing an effective date. (Tara Oaks Phase 1 SW)

Staff Recommendation:

Staff recommends approving the Resolution authorizing the City Manager and City Clerk to terminate the Electric Service Agreement between the City of Leesburg and A.A. Moukhtara Co.

Analysis:

The City of Leesburg agreed to provide electric service to A.A. Moukhtara Co., for the development known as Tara Oaks Phase 1 SW. A.A. Moukhtara Co. has conveyed its interest in the property and therefore wishes to terminate the Agreement and associated Letter of Credit in the amount of \$327,012.00. The new owners, Garden Street Communities Southeast, LLC, will contract with the city directly.

Procurement Analysis:

N/A

Options:

1. Adopt the Resolution authorizing the termination of the Agreement as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

There is no fiscal impact to the City.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA TERMINATING AN ELECTRIC SERVICE AGREEMENT
BETWEEN A.A. MOUKHTARA CO. AND THE CITY OF LEESBURG,
FLORIDA; TERMINATING ASSOCIATED LETTER OF CREDIT; AND
PROVIDING AN EFFECTIVE DATE. (TARA OAKS PHASE 1 SW)**

WHEREAS, A.A. Moukhtara Co. (“Moukhtara”) and the City of Leesburg (the “City”) entered into an agreement for electrical services for a development known as Tara Oaks Phase 1 SW (“Tara Oaks”); and

WHEREAS, Moukhtara provided the City with an Irrevocable Standby Letter of Credit in the amount of \$327,012.00; and

WHEREAS, Tara Oaks is now controlled by Garden Street Communities Southeast, LLC, who will work with staff to enter into its own agreement; and

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

THAT the City Manager and City Clerk are hereby authorized to terminate the Developer’s Agreement for electrical service between A.A. Moukhtara Co. and the City of Leesburg, Florida, dated June 29, 2021, along with the related Letter of Credit (No. 336) dated March 14, 2022; and

THAT there shall be no development of Tara Oaks until a new developer’s agreement is entered into with the City and the appropriate security is received.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 8th day of July 2024.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.11.

Meeting Date: July 8, 2024

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Modification of Fiscal Year 2023-24 Budget by adding three (3) entry level Firefighter positions; and providing an effective date.

Staff Recommendation:

Approval of Resolution as presented.

Analysis:

Per discussion at the July 2nd budget workshop, it is a goal to increase fire service by adding three firefighter positions.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

Budget Manager has identified funds to remain neutral for the rest of this year.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA, AUTHORIZING THE MODIFICATION OF
FISCAL YEAR 2023-24 BUDGET BY ADDING THREE ENTRY LEVEL
FIREFIGHTER POSITIONS; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Commission is currently seeking to improve emergency services; and,

WHEREAS, the City Commission shall endeavor to increase the size of the Leesburg Fire Department by adding 6 Firefighter positions by April 1, 2025; and,

WHEREAS the funds to take such action will be present with unspent FY 24 revenues and project FY 25 revenues.

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

THAT, the City Commission of Leesburg, Florida, shall authorize the City Manager to increase the size of the Leesburg Fire Department by addition 3 new Firefighter positions by September 30, 2024 and shall place in the FY 25 Budget 3 additional positions, so that by April 1, 2025, it is the intent of the City Commission to increase the size of the Department from 49 to 55 fire-fighting personnel.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 8th day of July 2024.

James A. Burry, Jr., Mayor

ATTEST:

J. Andi Purvis, City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: July 8, 2024

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 0.434 +/- acres; and being generally located south of Griffin Road and east of County Road 468, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; Providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 5; and providing an effective date. (Griffin Road Salon ANNX)

Staff Recommendation:

The Planning and Zoning staff and the Planning Commission recommend approval of the proposed ordinance for annexation of 0.434 +/- acres.

Analysis:

The applicant has submitted a request for annexation of approximately 0.434 +/- acres, generally located south of Griffin Road and east of County Road 468, as shown on the attached General Location Map. At this time, the property is developed with as a residential use. The current zoning is Lake County RP (Residential Professional); the proposed zoning is City SPUD (Small Planned Unit Development). The reason for this request is to connect to city utilities. The proposal for is to provide personal services, i.e. a salon.

The property is surrounded by Leesburg PUD (Planned Unit Development), R-2 (Medium Density Residential; R-3 (High Density Residential), and P (Public), as well as Lake County R-7 (Mixed Residential District); RP (Residential Professional); A (Agriculture), and MP (Planned Industrial District). Under the conditions of the SPUD (Planned Unit Development) zoning case which is also on this agenda, no negative impacts are anticipated on adjacent properties.

Also, on this City Commission agenda, is a Small-Scale Comprehensive Plan Amendment, which, along with the Small Planned Unit Development Application, had recommendations for approval from the staff and Planning Commission at the public hearing held on April 18, 2024.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

A small positive fiscal impact will result from the annexation of this property due to increased ad valorem tax revenue added to the General Fund.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 0.434 +/- ACRES; AND BEING GENERALLY LOCATED SOUTH OF GRIFFIN ROAD AND EAST OF COUNTY ROAD 468, LYING IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 5; AND PROVIDING AN EFFECTIVE DATE. (GRIFFIN ROAD SALON ANNEX)

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

Section 1

Based upon the petition of Lushonda Bernard, Petitioner, on behalf of Osmond N Bernard Life Estate, "Permittee" for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

**Legal Description
(See Exhibit A);**

Section 2.

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

Section 3.

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

Section 4.

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 8th day of July 2024.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

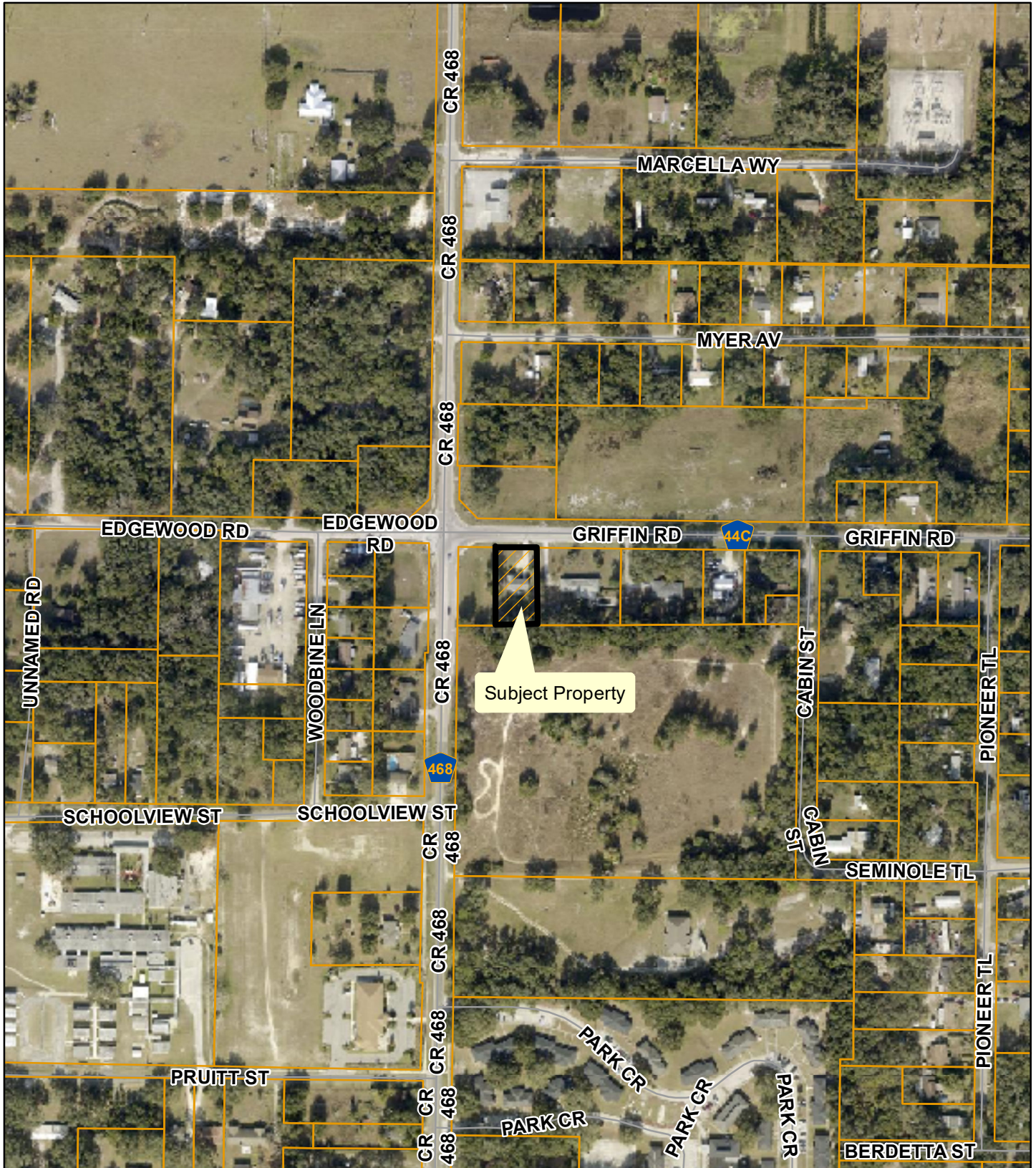
City Clerk

Legal Description - 2927 Griffin Road, Leesburg, FL 34748

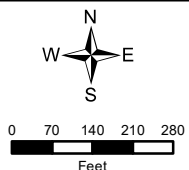
Parcel ID# 21-19-24-0400-000-00200

Lot 2, Edgewood Park Subdivision Addition No. 4, according to the plat thereof, recorded in Plat Book 13, Page 42, of the Public Records of Lake County, Florida.

Aerial

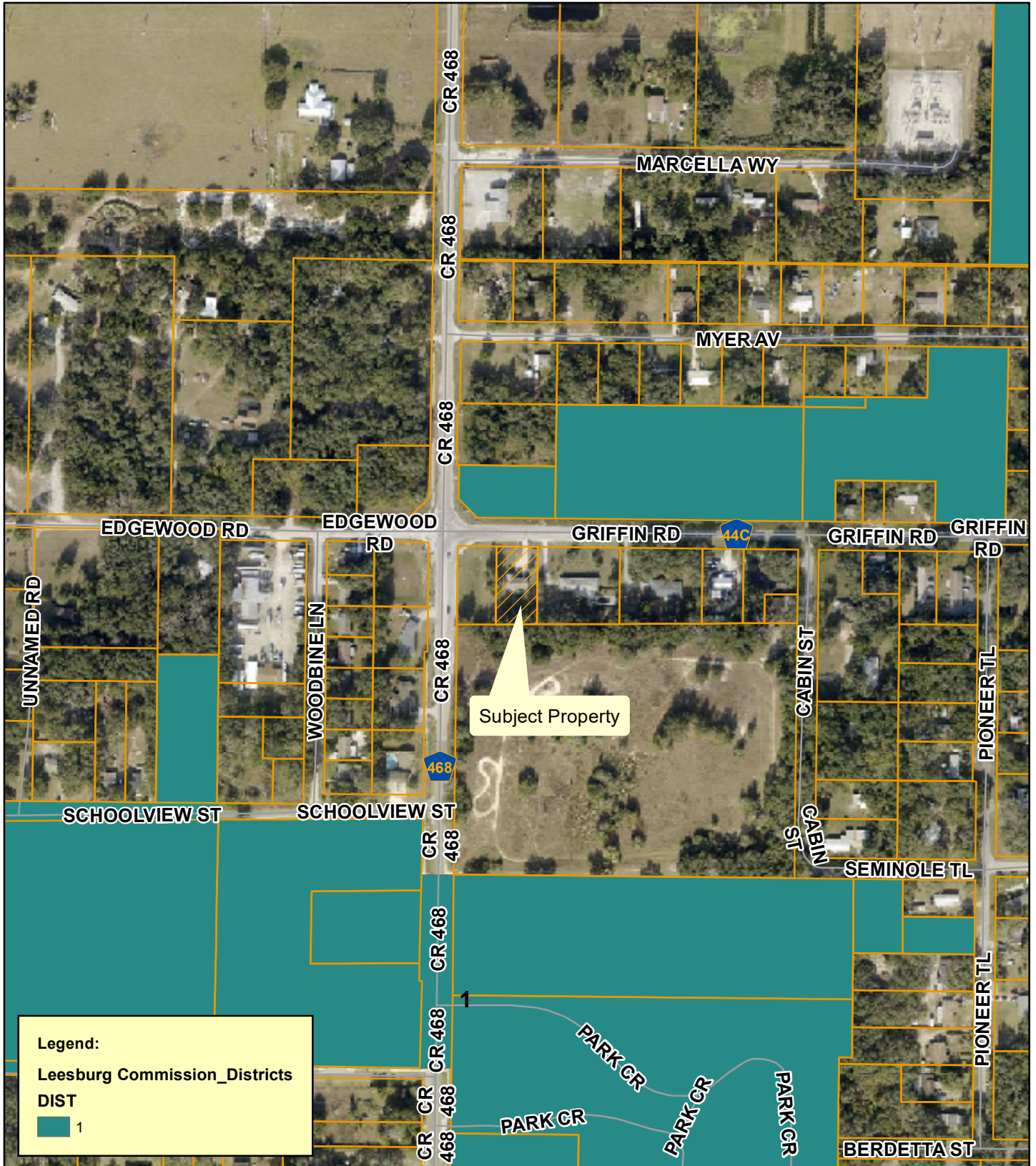


**Planning
& Zoning
Division**

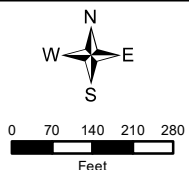


Griffin Road Salon
2927 Griffin Road, Leesburg, FL 34748
ANNX-24-66; SSCP-24-67; SPUD-24-68
AK#: 1452317
February 23, 2024

Commission District



**Planning
& Zoning
Division**



Griffin Road Salon
2927 Griffin Road, Leesburg, FL 34748
ANNX-24-66; SSCP-24-67; SPUD-24-68
AK#: 1452317
February 23, 2024

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.2.

Meeting Date: July 8, 2024

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 0.434 +/- acres from Lake County Urban High Density to City of Leesburg General Commercial, for a property generally located south of Griffin Road and east of County Road 468, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Griffin Road Salon SSCP)

Staff Recommendation:

The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed small-scale comp plan amendment of the City's Future Land Use Map on 0.434 +/- acres from Lake County Urban High Density to City of Leesburg General Commercial.

Analysis:

The project site is approximately 0.434 acres. The property is generally located south of Griffin Road and east of County Road 468. Currently, the property is a residential unit. The proposed use is for personal services, including a salon. The surrounding Future Land Use Map designations of Lake County Urban High Density and City of Leesburg General Commercial are compatible, as conditioned in the SPUD zoning, with the proposed future land use designation of City General Commercial. The proposed zoning designation of City SPUD (Small Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

This property lies within the ISBA (Interlocal Service Boundary Area) agreement. This agreement, which was approved by City Commission on November 16, 2014, allows property within the ISBA area but outside the current city limits to be annexed and obtain City of Leesburg utility services.

The Planning Commission held a public hearing on the application on April 18, 2024, and recommended approval.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

There is no direct fiscal impact to the City for this action.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 0.434 +/- ACRES FROM LAKE COUNTY URBAN HIGH DENSITY TO CITY OF LEESBURG GENERAL COMMERCIAL, FOR A PROPERTY GENERALLY LOCATED SOUTH OF GRIFFIN ROAD AND EAST OF COUNTY ROAD 468, LYING IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (GRIFFIN ROAD SALON SSCP)

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

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

NOW, THEREFORE,

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

Section 1.

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

The Future Land Use Map is amended by changing the designation of approximately 15.34 acres of land generally located east of Montclair Road and south of Colonial Street from Lake County Urban High Density and City of Leesburg Low Density Residential, as shown on the revised map of said area, lying in Section 21, Township 19 South, Range 24 East, Lake County Florida;

Section 2.

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

Section 3.

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 8th day of July 2024.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

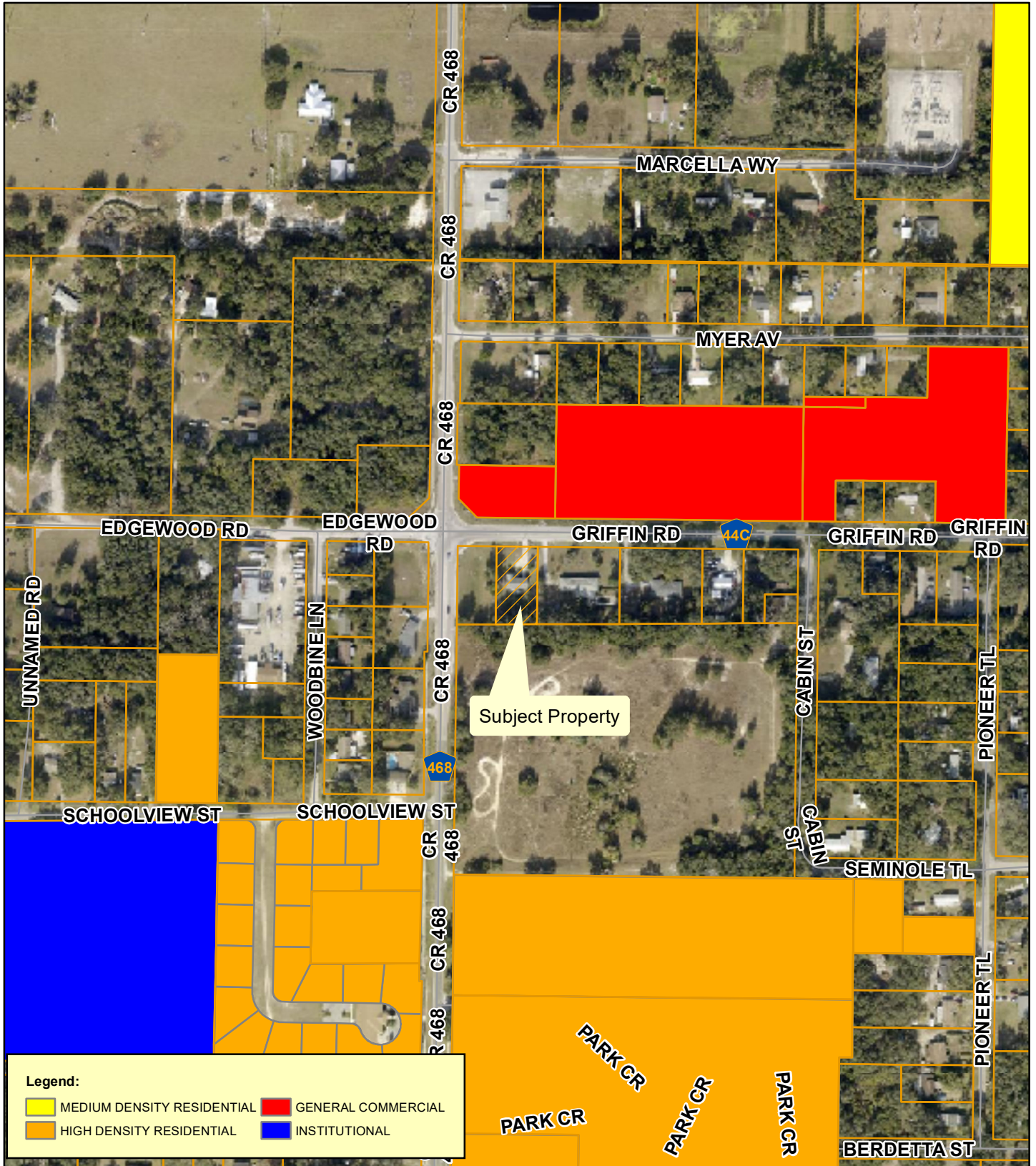
City Clerk

Legal Description - 2927 Griffin Road, Leesburg, FL 34748

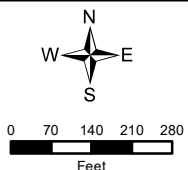
Parcel ID# 21-19-24-0400-000-00200

Lot 2, Edgewood Park Subdivision Addition No. 4, according to the plat thereof, recorded in Plat Book 13, Page 42, of the Public Records of Lake County, Florida.

City of Leesburg Future Land Use

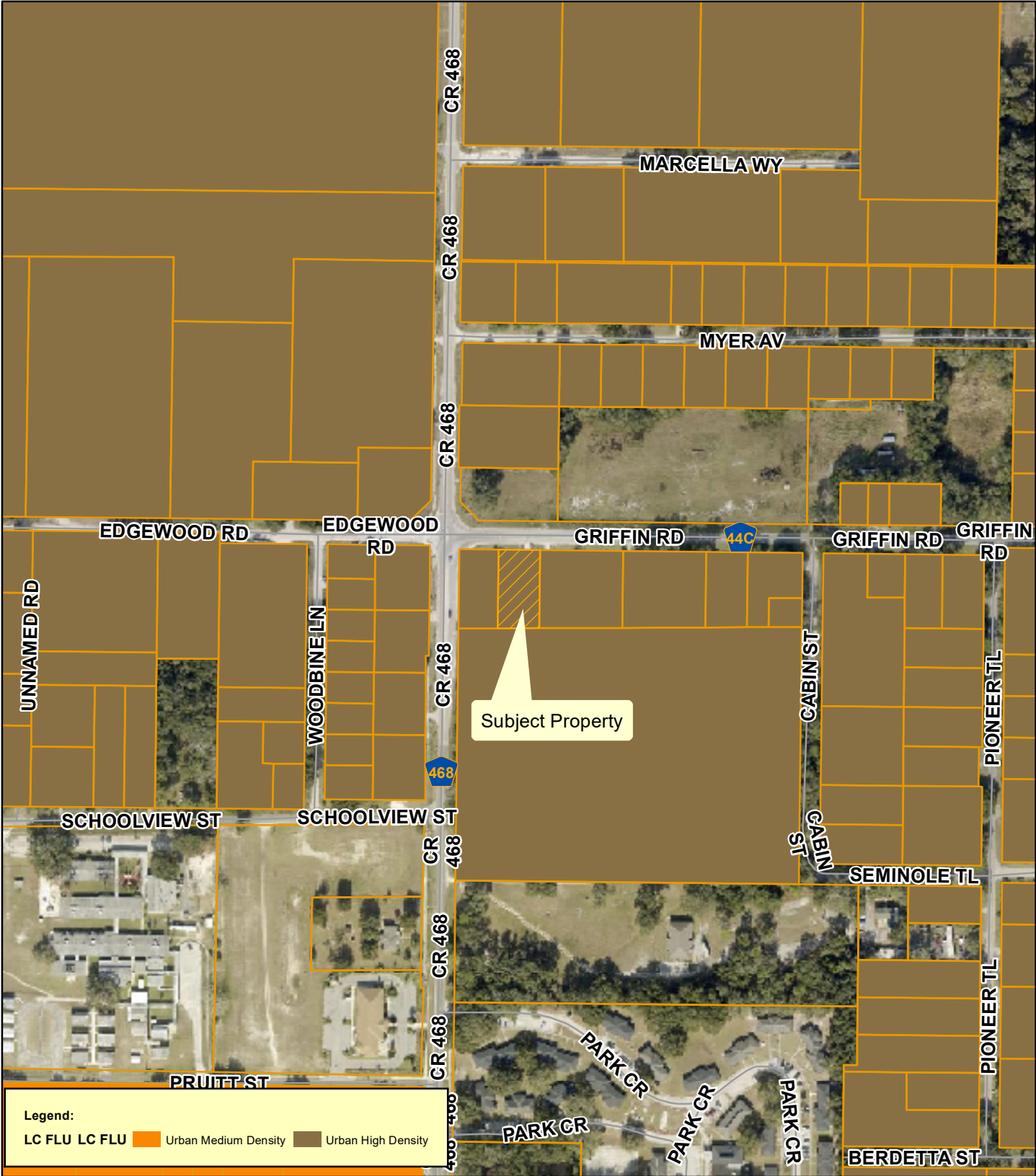


**Planning
& Zoning
Division**

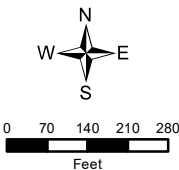


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Lake County Future Land Use

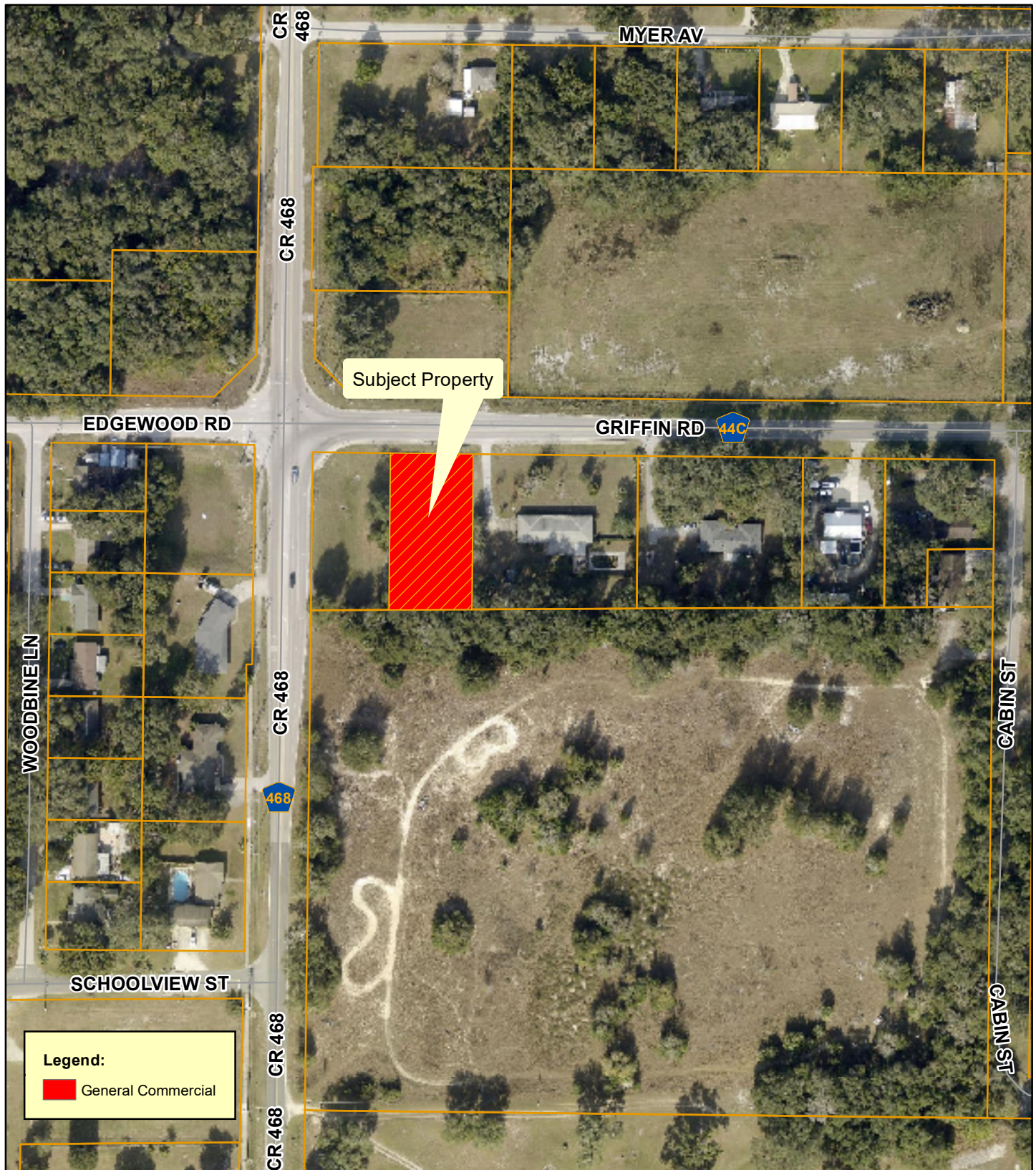


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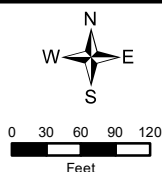


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PROPOSED Future Land Use



**Planning
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Division**

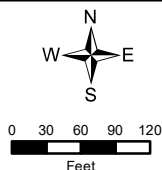


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Surrounding Land Uses

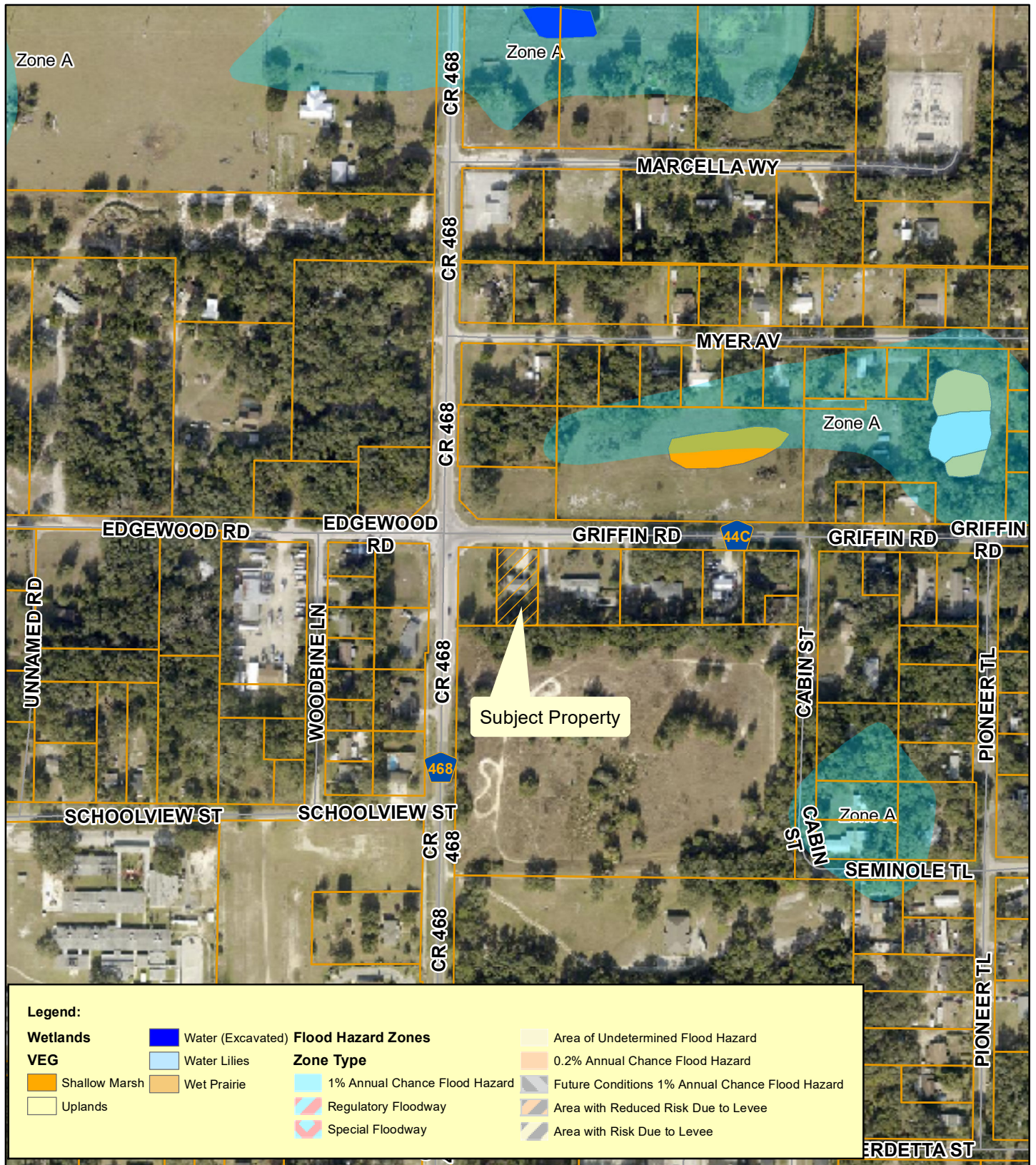


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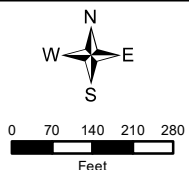


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Flood Zone and Wetlands

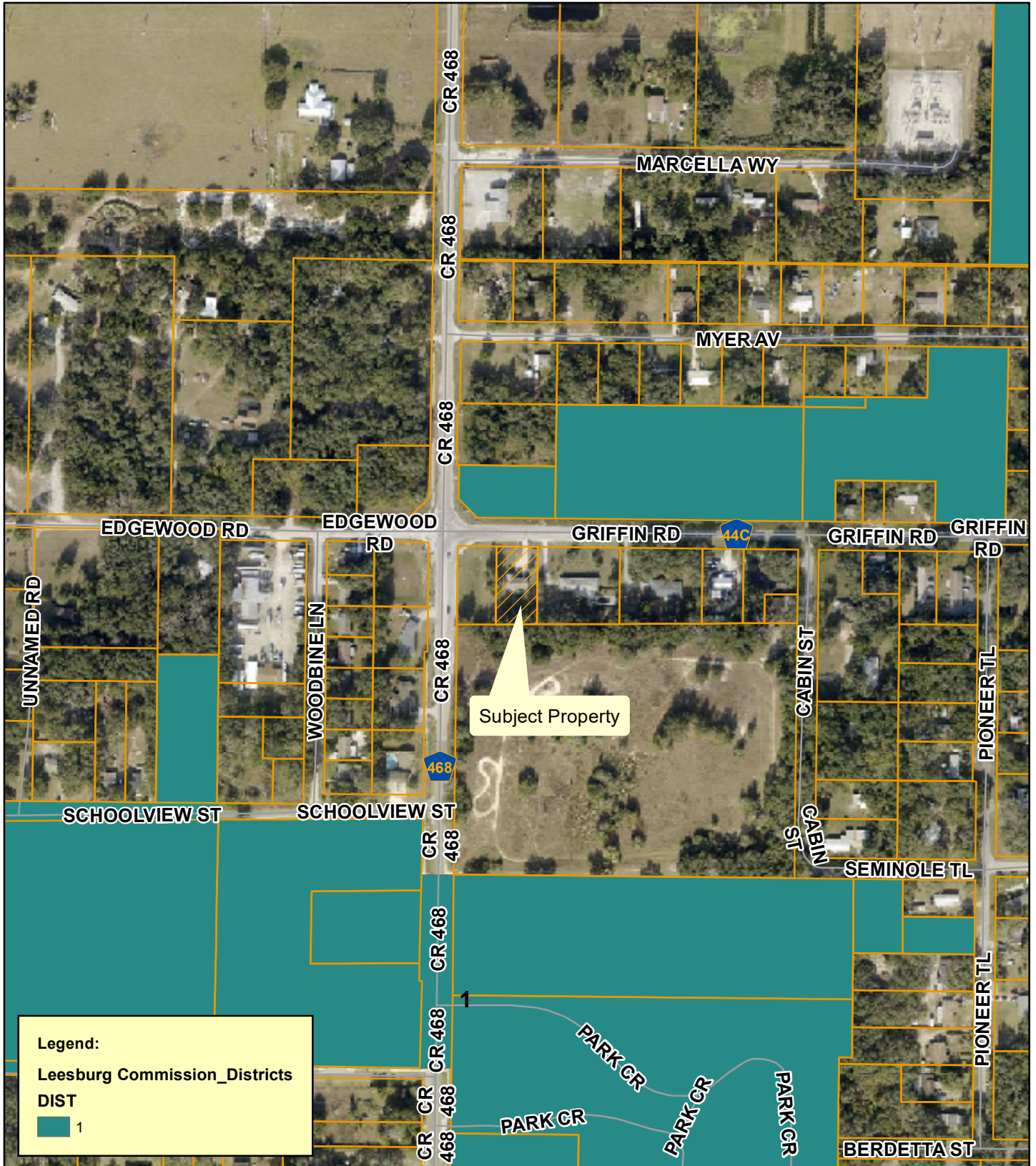


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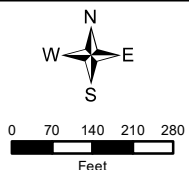


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DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY HALL
THURSDAY, APRIL 18TH, 2024 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, April 18th, 2024, 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
Nathaniel Sanders – Vice-Chairman
Ted Bowersox
Frazier Marshall
John O’Kelley
Stewart Kaplan
Ken Simeone

The following Commission members were absent:

Ze’ Shieca Carter
Darin Akkerman

City staff that was present included Dan Miller, Planning & Zoning Director, Sabrina Mitchell, Executive Assistant I, Kandi Harper, Deputy Director, Christine Rock, Senior Planner, and Melissa Medders, Planner. Attorney Jennifer Cotch was also present.

The meeting opened with an invocation given by Commissioner 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.

MINUTES OF THE PLANNING COMMISSION MEETING FOR THURSDAY, MARCH 21ST, 2024.

Commissioner Bowersox moved to APPROVE the minutes from the March 21st, 2024 meeting. Vice-Chairman Sanders SECONDED the motion, which PASSED by a vote of 6-0.

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

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

NEW BUSINESS

**1) PUBLIC HEARING CASE # CUP-24-35 CARVER DRIVE #1 PROJECT -
CONDITIONAL USE PERMIT**

A REQUEST FOR A CONDITIONAL USE PERMIT FOR A DAYCARE, RESPITE, AND EDUCATIONAL FACILITY IN THE INDUSTRIAL FUTURE LAND USE DISTRICT ON 0.75 +/- ACRES GENERALLY LOCATED NORTH OF CARVER DRIVE AND EAST OF THOMAS AVENUE, AS LEGALLY DESCRIBED IN SECTION 22, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (FINAL DECISION IS BY THE PLANNING COMMISSION) (Carver Drive #1 Project)

Dan Miller introduced case number #CUP-24-35 – Carver Drive #1 Project – Conditional Use Permit 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, and staff recommendations.

Dan Miller gave a background and explanation of the subject property, location, zoning, requests, types of uses, and stated been working with applicant on different projects; daycare; special needs children, work with State of Florida; cases of abuse; place to stay; given foster home; help with situation, went over Exhibit B samples, and examples of lighting fixtures.

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

Department Review Summary: This case was sent out to all the different City departments there were no substantive comments from the City Departments. Lake County Public Works Public and Lake County School Board has no comments. Public responses – we received no public comments from the State of Florida and City of Leesburg notice requirements, posted signs, and newspaper.

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

Chairman Sennett if the Commission have any question of Staff.

Commissioners' and Dan Miller discussed understood the zoning/surrounding; no complaints on industrial; done; Dan Miller replied we can add notice in CUP, property is located in an industrial area; kids safe, add condition; done in (PUD) Planned Unit Development zoning; add notice requirement; zoned M-1 and possible industrial use in the area, age group; children, plan of Bldg.; looks like school, sleeping arrangement; about how many children, okay with non-profit; Dan Miller stated okay to request a vote to add the word office; fine with office; vote to bring subject matter back up; Attorney Jennifer Cotch stated make new motion; add language about notice of surrounding industrial.

Lynn Dudley at 2106 Butler Street Leesburg, Florida and stated our agency have been in existence for over 24 years; not new to area, support individuals; unique abilities, operate 5 group homes, licensed under agency with persons with disability, partnered with foster agencies; overflow of neglected/abused children; with or without disabilities, transportation; for central region; include 5 counties, outside area, offer respite homes; day/night services, consideration of Carver; CUP, respite care, educational, virtual school; not in school, or waiting on enrollment, Bldg. not in use; house, new non-profit dream up community development corporation, benefit at large; job training skills, after school, summer programs, parenting, art, music, benefit community, help for self-sufficiency; asking for your consideration; to allow change use, children placed loving and foster home, give support needed; until unified with custodial families.

Lynn Dudley addressed comments from the Commission and stated there will be a second floor for the housing; preliminary plans; housing upstairs, children up to age 17; sometimes newborn from hospital, depends on the architect; square footage of the Bldg. and Planning & Zoning and Building will let me know how many we can house.

Chairman Sennett stated if the Commission have any questions of the applicant or if anyone in the Public would like to speak on the case.

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

Chairman Sennett called for a vote on the first case.

Commissioner O'Kelley made a motion to APPROVE case # CUP-24-35 – CARVER DRIVE #1 PROJECT – CONDITIONAL USE PERMIT Vice-Chairman Sanders SECONDED the motion.

The roll call vote was:

Commissioner O'Kelley	Yes
Commissioner Kaplan	Yes

Commissioner Sanders	Yes
Commissioner Simeone	Yes
Commissioner Bowersox	Yes
Chairman Sennett	Yes
Commissioner Marshall	Yes

Seven yeas, no nays, the Planning Commission approved case # CUP-24-35 – CARVER DRIVE #1 PROJECT – CONDITIONAL USE PERMIT.

Commission O’Kelley stated he would like to modify motion to include the industrial notice of surrounding area and to include the language offices.

Commissioner O’Kelley made a motion to APPROVE case # CUP-24-35 – CARVER DRIVE #1 PROJECT PERMIT to include the industrial notice of surrounding area and to include the language offices – CONDITIONAL USE Vice-Chairman Sanders SECONDED the motion.

The roll call vote was:

Commissioner O’Kelley	Yes
Commissioner Kaplan	Yes
Commissioner Sanders	Yes
Commissioner Simeone	Yes
Commissioner Bowersox	Yes
Chairman Sennett	Yes
Commissioner Marshall	Yes

Seven yeas, no nays, the Planning Commission approved case # CUP-24-35 – CARVER DRIVE #1 PROJECT to include industrial notice of surrounding area and to include the language offices – CONDITIONAL USE PERMIT.

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

2) PUBLIC HEARING CASE # SSCP-24-67 GRIFFIN ROAD SALON – SMALL SCALE COMPREHENSIVE PLAN

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING APPROXIMATELY 0.434 +/- ACRES FROM LAKE COUNTY URBAN HIGH DENSITY TO CITY OF LEESBURG GENERAL COMMERCIAL, FOR A PROPERTY GENERALLY LOCATED SOUTH OF GRIFFIN ROAD AND EAST OF COUNTY ROAD 468, AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON**

**MONDAY, MAY 28TH, 2024 AND SECOND READING IS
TENTATIVELY SCHEDULED FOR MONDAY, JUNE 10TH, 2024)** (Griffin
Road Salon)

Melissa Medders, Planner utilized a power point presentation to demonstrate the area of the proposed site for the case.

Dan Miller introduced case number #SSCP-24-67 – Griffin Road Salon – Small Scale Comprehensive Plan and case number #SPUD-24-68 Small Planned Unit Development into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, and staff recommendations.

Dan Miller gave a background and explanation of the subject property, location, zoning, requests, added other uses, not come back for another zoning, and went over PUD.

Department Review Summary: This case was sent out to all the different City departments there were no substantiative comments from the City Departments. Lake County Public Works and the Lake County School Board had no comments. Public responses – we received no public comments from the State of Florida and City of Leesburg notice requirements, posted signs, and newspaper.

Dan Miller stated that the applicant wasn't able to attend the meeting today, due to health issues and Staff has met with the applicant several times and can answer any questions the Commission may have.

Dan 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 from Staff.

Commissioners' and Dan Miller discussed medical allowed, set-up for hair; meet requirements, medical; Dan Miller stated yes anytime you change a use and wants to take into a salon; Bldg. requirements, salon turn into medical office; come back for change of use; occupancy, set of additional Bldg. Codes; meet, several uses under one Zoning category, Bldg.; different, comfortable with medical; enough room to accomplish that and meet conditional use permit, clarification of case number; Dan Miller stated for clarification purposes the case number should be SPUD-24-68; will get corrected.

Chairman Sennett stated if the Commission have any questions of Staff or if anyone in the Public would like to speak on the case.

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

Chairman Sennett called for a vote on the second case.

Commissioner Bowersox made a motion to APPROVE case # SSCP-24-67 – GRIFFIN ROAD SALON – SMALL SCALE COMPREHENSIVE PLAN
Commissioner Marshall SECONDED the motion.

The roll call vote was:

Commissioner Kaplan	Yes
Commissioner Sanders	Yes
Commissioner Simeone	Yes
Commissioner Bowersox	Yes
Chairman Sennett	Yes
Commissioner Marshall	Yes
Commissioner O’Kelley	Yes

Seven yeas, no nays, the Planning Commission approved case # SSCP-24-67 – GRIFFIN ROAD SALON – SMALL SCALE COMPREHENSIVE PLAN.

3) PUBLIC HEARING CASE # SPUD-24-68 GRIFFIN ROAD SALON – PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 0.434 +/- ACRES FROM LAKE COUNTY RP (RESIDENTIAL PROFESSIONAL) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED SOUTH OF GRIFFIN ROAD AND EAST OF COUNTY ROAD 468, AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, MAY 28TH, 2024 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, JUNE 10TH, 2024)** (Griffin Road Salon)

Chairman Sennett called for a vote on the third case.

Commissioner Marshall made a motion to APPROVE case # SPUD-24-68 – GRIFFIN ROAD SALON – PLANNED UNIT DEVELOPMENT
Commissioner Kaplan SECONDED the motion.

The roll call vote was:

Commissioner Sanders	Yes
Commissioner Simeone	Yes
Commissioner Bowersox	Yes
Chairman Sennett	Yes
Commissioner Marshall	Yes

Commissioner O'Kelley	Yes
Commissioner Kaplan	Yes

Seven yeas, no nays, the Planning Commission approved case # SPUD-24-68 – GRIFFIN ROAD SALON – PLANNED UNIT DEVELOPMENT.

Dan Miller stated for the remaining cases, they actually represent two separate requests, small scale comprehensive plan and zoning; Staff requesting these cases be postponed, additional information, and traffic analysis; applicants understand, asking to postpone to a date certain to avoid readvertising.

Chairman Sennett called for the fourth and fifth case under new business be brought forward.

4) **PUBLIC HEARING CASE # SSCP-24-73 – THOMAS-MONTCLAIR INDUSTRIAL FLEX – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE OF APPROXIMATELY 2.33 +/- ACRES FROM LAKE COUNTY URBAN HIGH DENSITY AND CITY OF LEESBURG LOW DENSITY RESIDENTIAL TO CITY OF LEESBURG INDUSTRIAL, FOR A PROPERTY GENERALLY LOCATED SOUTHWEST OF MONTCLAIR ROAD AND WEST OF THOMAS AVENUE, AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, MAY 13TH, 2024 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, JUNE 24TH, 2024)** (Thomas-Montclair Ind. Flex SSCP) **(POSTPONED TO MAY 23, 2024 MEETING)**

Chairman Sennett entertained a motion to postpone case #SSCP-24-73, and then the voting took place.

Chairman Sennett called for a vote on the fourth case.

Commissioner Bowersox made a motion to POSTPONE case # SSCP-24-73 – THOMAS-MONTCLAIR INDUSTRIAL FLEX to the May 23, 2024 Planning Commission meeting – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT Commissioner Marshall SECONDED the motion.

The roll call vote was:

Commissioner Simeone	Yes
Commissioner Bowersox	Yes
Chairman Sennett	Yes
Commissioner Marshall	Yes

Commissioner O’Kelley	Yes
Commissioner Kaplan	Yes
Commissioner Sanders	Yes

Seven yeas, no nays, the Planning Commission postpone case # SSCP-24-73 – THOMAS-MONTCLAIR INDUSTRIAL FLEX to the May 23, 2024 Planning Commission meeting – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT.

Chairman Sennett called for a vote on the fifth case.

5) **PUBLIC HEARING CASE # SPUD-24-74 – THOMAS-MONTCLAIR INDUSTRIAL FLEX – SMALL PLANNED UNIT DEVELOPMENT**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 2.33 +/- ACRES FROM LAKE COUNTY R-6 (URBAN RESIDENTIAL) AND CITY OF LEESBURG R-1 (LOW DENSITY RESIDENTIAL) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED SOUTHWEST OF MONTCLAIR ROAD AND WEST OF THOMAS AVENUE, AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, MAY 13TH, 2024 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, JUNE 24TH, 2024)** (Thomas-Montclair Ind. Flex SPUD)
(POSTPONED TO MAY 23, 2024 MEETING)

Commissioner Bowersox made a motion to POSTPONE case # SPUD-24-74 – THOMAS-MONTCLAIR INDUSTRIAL FLEX to the May 23, 2024 Planning Commission meeting – SMALL PLANNED UNIT DEVELOPMENT Vice-Chairman Sanders SECONDED the motion.

The roll call vote was:

Commissioner Bowersox	Yes
Chairman Sennett	Yes
Commissioner Marshall	Yes
Commissioner O’Kelley	Yes
Chairman Kaplan	Yes
Commissioner Sanders	Yes
Commissioner Simeone	Yes

Seven yeas, no nays, the Planning Commission postpone case # SPUD-24-74 – THOMAS-MONTCLAIR INDUSTRIAL FLEX to the May 23, 2024 Planning Commission meeting – SMALL PLANNED UNIT DEVELOPMENT.

Chairman Sennett called for the sixth and seventh case under new business be brought forward.

6) PUBLIC HEARING CASE # SSCP-24-87 – POE STREET RESIDENTIAL – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 49.12 +/- ACRES FROM LAKE COUNTY URBAN LOW DENSITY TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED NORTH OF POE STREET AND SOUTH OF COUNTY ROAD 473, AS LEGALLY DESCRIBED IN SECTION 02, 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, MAY 13, 2024 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, JUNE 10, 2024) (Poe Street SSCP) **(POSTPONED TO MAY 23, 2024 MEETING)**

Chairman Sennett called for a vote on the sixth case.

Commissioner O’Kelley made a motion to POSTPONE case # SSCP-24-87 – POE STREET RESIDENTIAL to the May 23, 2024 Planning Commission meeting – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT
Commissioner Bowersox SECONDED the motion.

The roll call vote was:

Chairman Sennett	Yes
Commissioner Marshall	Yes
Commissioner O’Kelley	Yes
Commissioner Kaplan	Yes
Commissioner Sanders	Yes
Commissioner Simeone	Yes
Commissioner Bowersox	Yes

Seven yeas, no nays, the Planning Commission postpone case # SSCP-24-87 – POE STREET RESIDENTIAL to the May 23, 2024 Planning Commission meeting – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT.

7) PUBLIC HEARING CASE # PUD-24-88 – POE STREET RESIDENTIAL

– PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 49.12 +/- ACRES FROM LAKE COUNTY R-6 (URBAN RESIDENTIAL DISTRICT) AND CFD (COMMUNITY FACILITY DISTRICT) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED NORTH OF POE STREET AND SOUTH OF COUNTY ROAD 473, AS LEGALLY DESCRIBED IN SECTION 02, 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, MAY 13, 2024 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, JUNE 10, 2024) (Poe Street PUD) (POSTPONED TO MAY 23, 2024 MEETING)**

Chairman Sennett called for a vote on the seventh case.

Vice-Chairman Sanders made a motion to POSTPONE case # PUD-24-88 – POE STREET RESIDENTIAL to the May 23, 2024 Planning Commission meeting – PLANNED UNIT DEVELOPMENT Commissioner Bowersox SECONDED the motion.

The roll call vote was:

Commissioner Marshall	Yes
Commissioner O’Kelley	Yes
Commissioner Kaplan	Yes
Commissioner Sanders	Yes
Commissioner Simeone	Yes
Commissioner Bowersox	Yes
Chairman Sennett	Yes

Seven yeas, no nays, the Planning Commission postpone case # PUD-24-88 – POE STREET RESIDENTIAL to the May 23, 2024 Planning Commission meeting – PLANNED UNIT DEVELOPMENT.

DISCUSSION ITEMS

Dan Miller stated for to the Commission tentatively, on May 13, Staff will be making a presentation to the City Commission regarding the Comprehensive Plan, as what it is, or how it works. We encourage you to attend or watch on Lakefront TV/You Tube, and will do with the Planning Commission as well. Chairman Sennett stated if Staff can do it at the same time with Sunshine Law.

Commissioner Bowersox asked about an update on Lee School. Dan Miller stated Code Enforcement stated the owner has 120 days to get the Bldg. demo, fence placed around

Bldg., and he received complaint from church folks about the lost parking space; Bldg. coming down within time period. Commissioner O’Kelley stated the proposed demo/construction, allowed 8 town house units; apartments going in there. Dan Miller stated the Historic Board in March voted to allow demo with no conditions. Chairman Sennett stated to have units closer to road; ask for Variance, Bldg.; outside, parking/recreation; inside. Commissioner Bowersox stated 4 or 5 story apartments, negative impact; not a Planning win. Dan Miller stated South Bldg. equivalent to 3 floors, sits backs; compromise, suggest setbacks near church; Perkins parking inside, overshadow church Bldg.; good design. Chairman Sennett wants Dan Miller to bring recommendations up to the developer. Commissioner O’Kelley stated some concepts proposed before; water retention areas, 1 or 2 entrances; interior parking, one corner; open parking. Chairman Sennett stated to have the Bldg. on two corners; other side parking in middle.

ANNOUNCEMENTS

N/A

Chairman Sennett entertained a motion to adjourn.

ADJOURNMENT

Meeting was adjourned at 5:18 p.m.

Timothy H. Sennett, Chairman

Sabrina Mitchell, Executive Assistant I

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.5.

Meeting Date: May 28, 2024

From: Dan Miller

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 0.434 +/- acres from Lake County RP (Residential Professional) to City of Leesburg SPUD (Small Planned Unit Development) to allow for a salon use for a property generally located south of Griffin Road and east of County Road 468, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida. (Griffin Road Salon SPUD)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County R-6 (Urban Residential District) to City of Leesburg PUD (Planned Unit Development) to allow for personal service (salon) uses.

Analysis:

The project site is approximately 0.434 +/- acres, and is generally located south of Griffin Road and east of County Road 468 as shown on the attached maps. At this time, the property used as a single family residential unit. The proposal will allow for personal services such as a salon. The existing land uses surrounding the property are residential, vacant commercial and residential, Lake County BCC, and City of Leesburg. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on April 18, 2024 and recommended approval.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

Existing development on this site will create a small positive fiscal impact on the City of Leesburg, in the form of utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 0.434 +/- ACRES FROM LAKE COUNTY RP (RESIDENTIAL PROFESSIONAL) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT) TO ALLOW FOR A SALON USE FOR A PROPERTY GENERALLY LOCATED SOUTH OF GRIFFIN ROAD AND EAST OF COUNTY ROAD 468, LYING IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (GRIFFIN ROAD SALON SPUD)

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

Section 1.

Based upon the petition of Lushonda Bernard, Petitioner, on behalf of Osmond N Bernard Life Estate, Owner, 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 RP (Residential Professional) to City of Leesburg SPUD (Small 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 8th day of July 2024.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Legal Description - 2927 Griffin Road, Leesburg, FL 34748

Parcel ID# 21-19-24-0400-000-00200

Lot 2, Edgewood Park Subdivision Addition No. 4, according to the plat thereof, recorded in Plat Book 13, Page 42, of the Public Records of Lake County, Florida.

**GRIFFIN ROAD SALON
SPUD (SMALL PLANNED UNIT DEVELOPMENT)
Conditions of Development Agreement
April 18, 2024**

This Conditions of Planned Unit Development Agreement for an SPUD (Small Planned Unit Development) zoning district are granted by the City of Leesburg Planning Commission, Lake County, Florida to **the Osmond N Bernard Life Estate, PO Box 491714, Leesburg, Florida 34748, "Permittee" (Lushonda Bernard - Petitioner)** 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 Small Planned Unit Development (SPUD) zoning district to allow for a proposed salon on 0.434 acres and being generally located south of Griffin Road and east of County Road 468, 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 **Osmond N Bernard Life Estate, PO Box 491714, Leesburg, Florida 34748, "Permittee" (Lushonda Bernard - Petitioner)** to construct, operate, and maintain a Small 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 0.434 acres shall be used for salon/personal services development, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

1. Uses shall be those listed as permitted uses in the SPUD district as amended in this document and shall occupy the approximate area as shown on **Exhibit D, Conceptual Development Plan**.
2. Permitted uses shall be as follows:
 - a. Single Family Residence
 - b. Salon/personal services
 - c. Daycare
 - d. Physician/medical office
 - e. General office
 - f. Home health care
 - g. Any other similar uses which are considered accessory to permitted uses which do not adversely impact the adjoining properties due to traffic, noise, dust, etc.

B. Prohibited Uses

1. All other uses not specifically permitted by A.2 above.
- C. The project shall contain a salon on approximately 0.434 acres, as shown on **Exhibit D, Conceptual Development Plan**.
- D. The minimum development standards shall be those required for the C-1 (Neighborhood Commercial) zoning district except as amended by this agreement.
- E. Accessory structures shall have a minimum rear and side setback of five (5) feet.
- F. Impervious surface coverage shall not exceed fifty (50) percent.

4. **DESIGN/ARCHITECTURAL STANDARDS**

- A. New construction shall be subject to *Section 25-360 – Commercial architectural design standards*, City of Leesburg Code of Ordinances.
- B. Other similar design variations meeting the intent of this section may be approved at the discretion of the Community Development Director.
- C. 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 **Exhibit F, Dark Sky Lighting (Acceptable Designs)**, attached hereto.

5. **OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS**

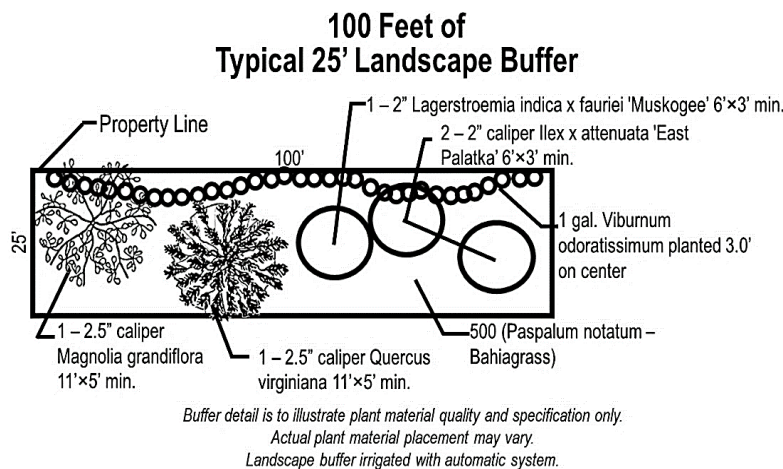
- A. A minimum of 35% open space shall be provided throughout the development. Open space may consist of buffers, wetlands retention and recreation areas.

- B. Variations to the landscape requirements of the code may be approved by the Planning and Zoning Director, as long as the intent of the PUD and the Landscaping Code are maintained including consideration of existing natural vegetative buffers.
- C. 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



5. SITE ACCESS AND SIGNAGE

- A. The main vehicular access to the project site shall consist of one access point on Griffin Road, as legally prescribed by Lake County Public Works, and/or FDOT as applicable, and shown on the **Conceptual Development Plan, Exhibit D**, as amended. All access points are conceptual and subject to Lake County review. 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.

- B. The applicant/developer may choose to 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 on Griffin Road. This may be used for signage per City of Leesburg Code of Ordinances, as amended.
- C. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Planning and Zoning Director or designee, where the architectural style would be in keeping with the intent of these sign regulations.

7. PARKING

Parking shall be designed and constructed to be consistent with the requirements of Sec. 25-357. - *Parking - Purpose*, City of Leesburg Code of Ordinances, to include handicap spaces and landscape islands.

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. The Permittee shall provide necessary traffic and/or roadway improvements within and adjacent to the development which are legally required by Lake County, the Lake-Sumter MPO and City of Leesburg.

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. 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 on the property shall be shown on all plans.
- 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 25 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 map indicating the location of the 100-year flood plain.
- H. 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.
- I. 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 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.

13. 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 property owner association or similar agency shall serve as an appropriate entity for all common properties within the development.

14. 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 these SPUD 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 one-hundred twenty (120) months after approval of this Small Unit Planned Development. 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 SPUD approval or rezone the property to another appropriate zoning classification.

15. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Small Planned Unit Development Agreement. 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 Small Planned Unit Development Agreement 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 the Small Planned Unit Development 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. This Small Planned Unit Development Agreement 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.

16. LEVELS OF SERVICE

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 water. 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.

A. Utilities

1. Projected Capacities

- a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

- B. If the development requires construction of new distribution 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.

C. Commitment of Capacity

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

D. Ability to Provide Services

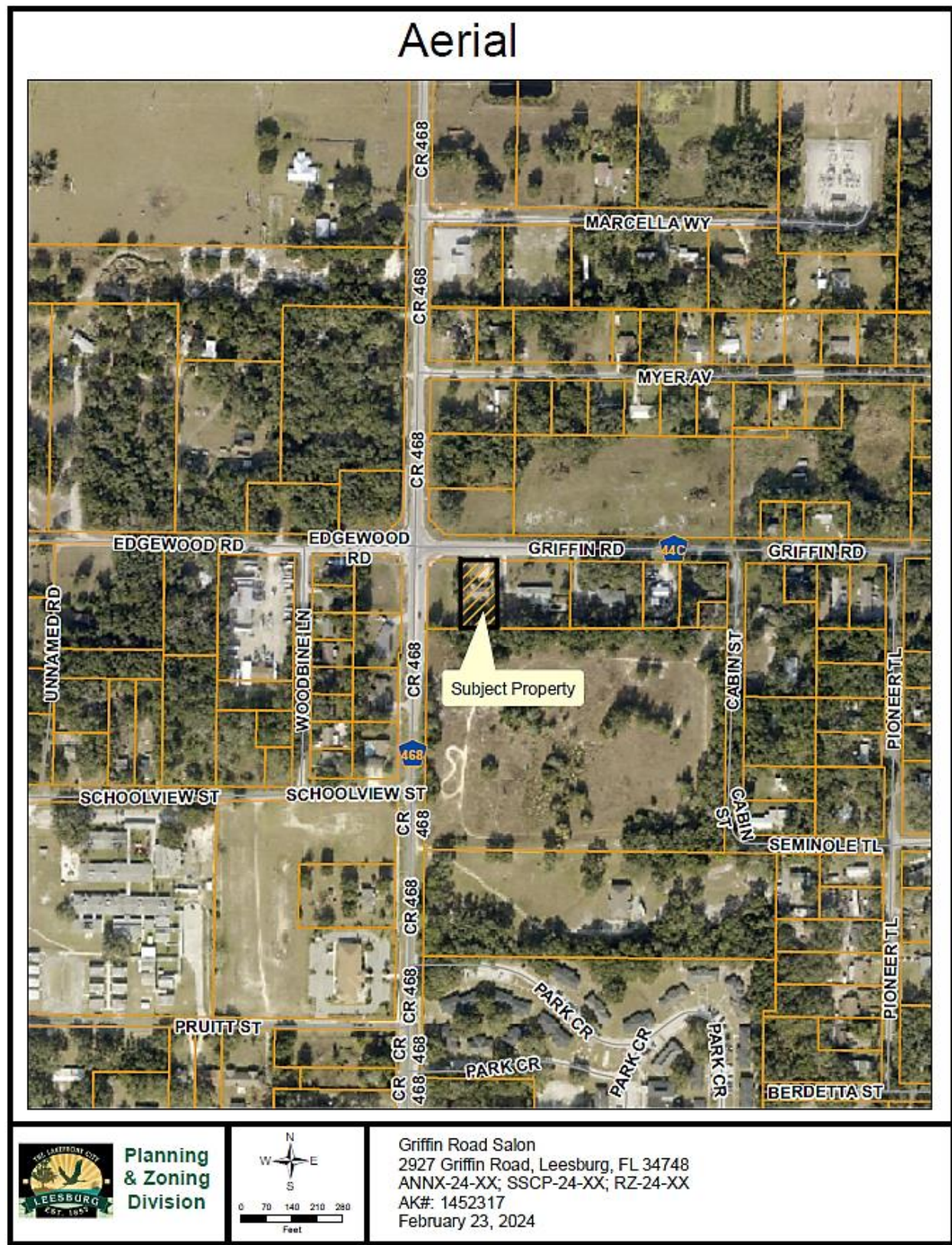
- 1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
- 2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

LEGAL DESCRIPTION
(provided by Applicant)

EXHIBIT B

Parcel ID# 21-19-24-0400-000-00200

Lot 2, Edgewood Park Subdivision Addition No. 4, according to the plat thereof,
recorded in Plat Book 13, Page 42, of the Public Records of Lake County, Florida.



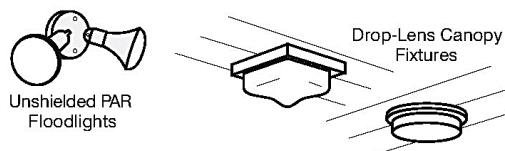
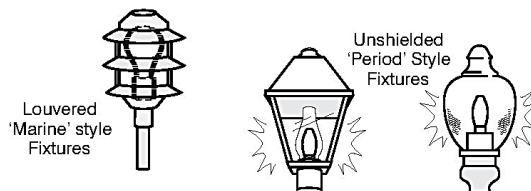
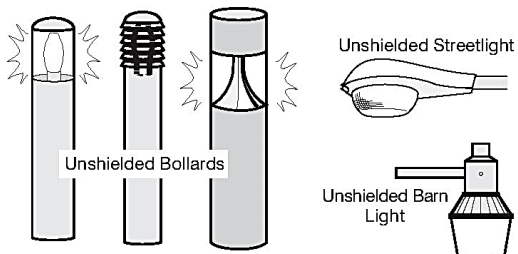
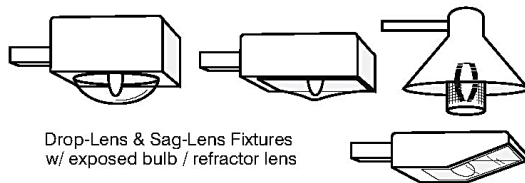
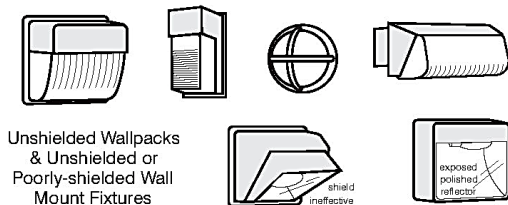
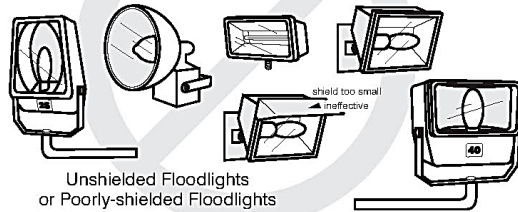




Examples of Acceptable / Unacceptable Lighting Fixtures

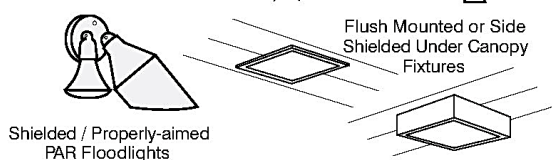
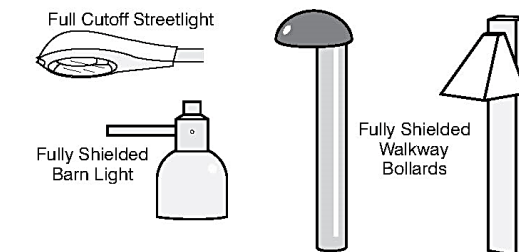
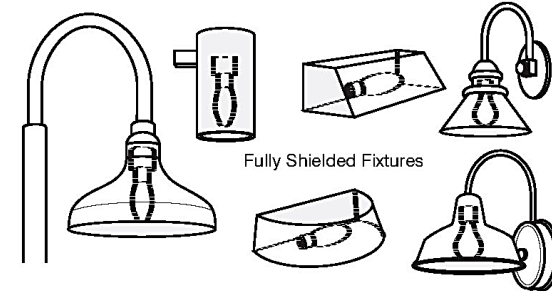
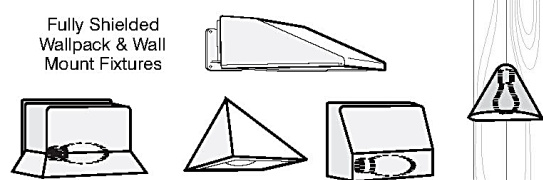
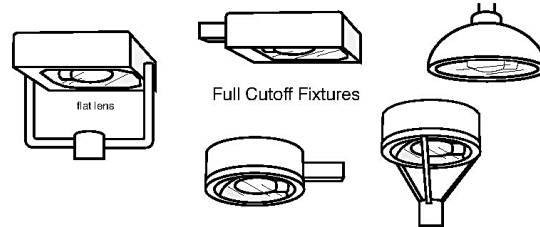
Unacceptable / Discouraged

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

FENCING EXAMPLES

EXHIBIT G

Vinyl Fence Types



SITE PLAN



EXISTING FAÇADE





CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

DATE: April 18, 2024
OWNER: Osmond N Bernard Life Estate
PETITIONER: Osmond Bernard
PROJECT: Griffin Road Salon
REQUEST: Zoning from Lake County RP (Residential Professional) to City of Leesburg SPUD (Small Planned Unit Development)
CASE NO.: SPUD-24-68

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed request for a SPUD (Small Planned Unit Development) zoning is compatible with the current surrounding zoning districts of Lake County RP (Residential Professional) and City of Leesburg SPUD (Small Planned Unit Development).
2. The proposed Future Land Use designation of City of Leesburg General Commercial is compatible with adjacent properties having Future Land Use designations of Lake County Urban High Density and City of Leesburg General Commercial.
3. The site is located near existing city utilities which are available at Griffin Road.
4. The proposed zoning designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to **approve** the proposed rezoning from Lake County RP (Residential Professional) to City of Leesburg SPUD (Small Planned Unit Development) and forward this recommendation to the City Commission for consideration.

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

DATE: April 18, 2024
OWNER: Osmond N Bernard Life Estate
PETITIONER: Osmond Bernard
PROJECT: Griffin Road Salon
REQUEST: Small Scale Comprehensive Plan Amendment from Lake County Urban High Density to City of Leesburg General Commercial; Zoning from Lake County RP (Residential Professional) to SPUD (Small Planned Unit Development)
CASE NO.: ANNX-24-66; SSCP-24-67; SPUD-24-68

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 04/12/2024.

FIRE

No comments from Leesburg Fire Department. – Amanda Stevenson 04/10/2024.

ELECTRIC

Electric has no objections. – Steve Davis 03/28/2024.

GAS

No Comment for Gas Dept. – Wayne Williams 03/28/2024.

GIS

GIS has no comments. – Nicholas Tota 03/28/2024.

BUILDING

No comments received as of 04/12/2024.

PUBLIC WORKS

Public Works has no issues with this request. – Clifford Kelsey 03/28/2024.

ADDRESSING

No comments received as of 04/12/2024.

ECONOMIC DEVELOPMENT

No comments received as of 04/12/2024.

HOUSING AND REDEVELOPMENT

No comments. – Sandra Wilson 03/28/2024

LAKE COUNTY PUBLIC WORKS

No comments received as of 04/12/2024.

LAKE COUNTY SCHOOLS

The school district does not have any comment for the Griffin Road Salon project. – Helen LaValley
04/03/2024

PUBLIC RESPONSES

Approval

1

Disapproval

No comments received as of 04/12/2024.

Notice of Appearance filed:

No comments received as of 04/12/2024.

PUBLIC COMMENTS (APPROVAL)

No comments received as of 04/12/2024.

PUBLIC COMMENTS (DISAPPROVAL)

No comments received as of 04/12/2024.

PUBLIC COMMENTS (UNDECIDED)

No comments received as of 04/12/2024.

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

DATE: April 18, 2024
OWNER: Osmond N Bernard Life Estate
PETITIONER: Osmond Bernard, on behalf of Osmond N Bernard Life Estate
PROJECT: 2927 Griffin Road Salon
REQUEST: Small Scale Comprehensive Plan Amendment from Lake County Urban High Density to City of Leesburg General Commercial; Zoning from Lake County RP (Residential Professional) to SPUD (Small Planned Unit Development)
CASE NO.: ANNX-24-66; SSCP-24-67; SPUD-24-68

GENERAL LOCATION: South of Griffin Road and East of County Road 468.

FUTURE LAND USE DESIGNATION: Residential

SURROUNDING FUTURE LAND USE DESIGNATION:

North	–	Lake County Urban High Density; City of Leesburg General Commercial
South	–	Lake County Urban High Density; City of Leesburg High Density Residential
East	–	Lake County Urban High Density
West	–	Lake County Urban High Density; City of Leesburg Institutional; High Density Residential

PROPOSED FUTURE LAND USE DESIGNATION: General Commercial

EXISTING ZONING DESIGNATION: Lake County RP (Residential Professional)

SURROUNDING ZONING DESIGNATIONS:

North	–	Lake County R-7 (Mixed Residential District); RP (Residential Professional); A (Agriculture); City of Leesburg PUD (Planned Unit Development)
South	–	Lake County RP (Residential Professional); City of Leesburg R-2 (Medium Density Residential); R-3 (High Density Residential)
East	–	Lake County RP (Residential Professional); Lake County R-7 (Mixed Residential District)
West	–	Lake County RP (Residential Professional); MP (Planned Industrial District); City of Leesburg R-2 (Medium Density Residential); P (Public)

PROPOSED ZONING DESIGNATION: SPUD (Small Planned Unit Development)

EXISTING LAND USE: Residential

SURROUNDING LAND USE:

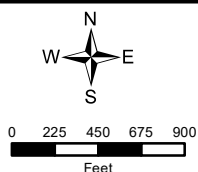
North	–	Vacant Commercial; Vacant Residential; Residential
South	–	Vacant Residential
East	–	Residential
West	–	Residential; Lake County BCC; City of Leesburg

PROPOSED LAND USE: Salon (Commercial)

Locator

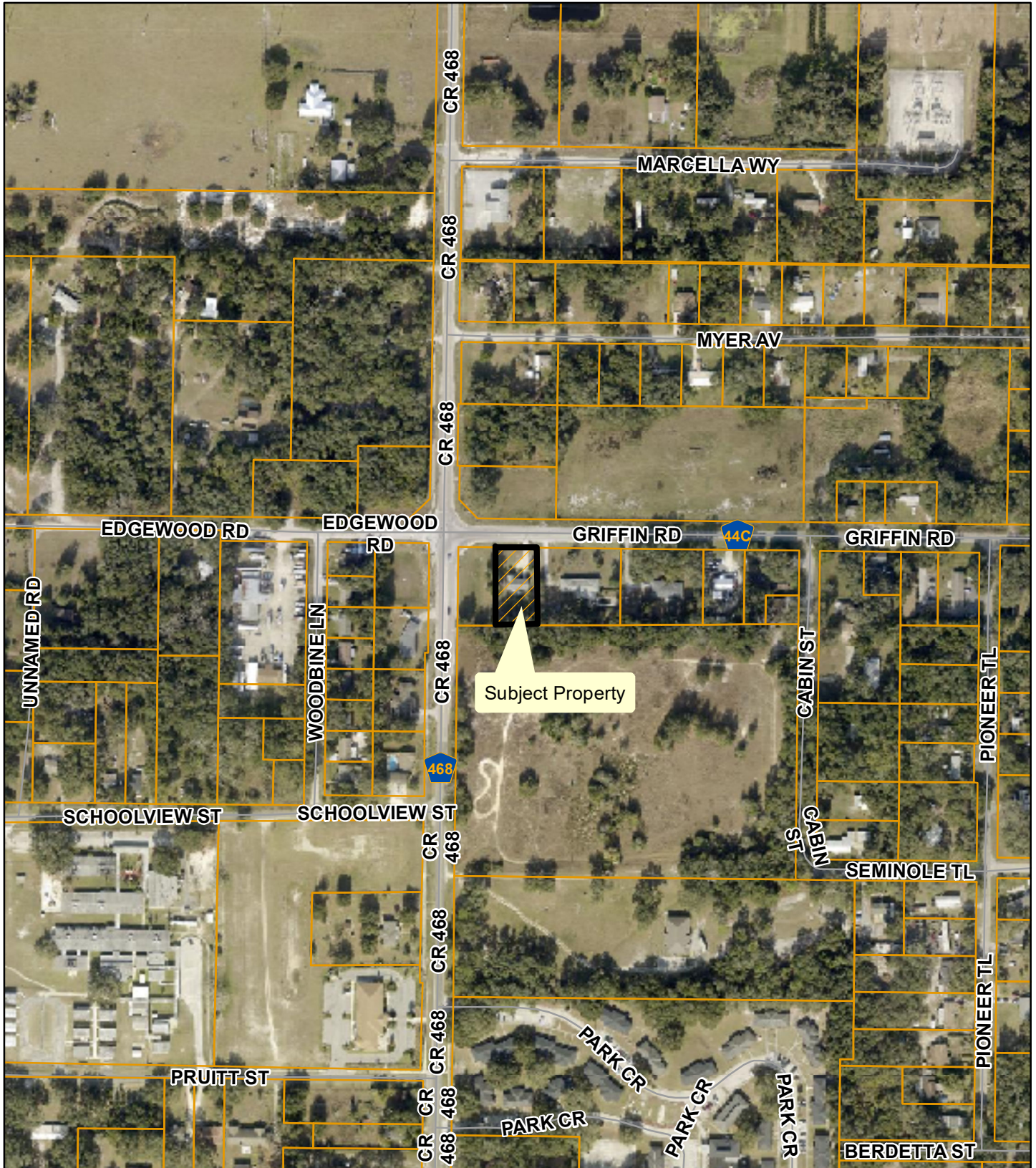


**Planning
& Zoning
Division**

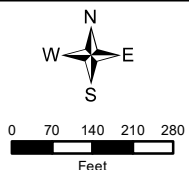


Griffin Road Salon
2927 Griffin Road, Leesburg, FL 34748
ANNX-24-XX; SSCP-24-XX; RZ-24-XX
AK#: 1452317
February 23, 2024

Aerial

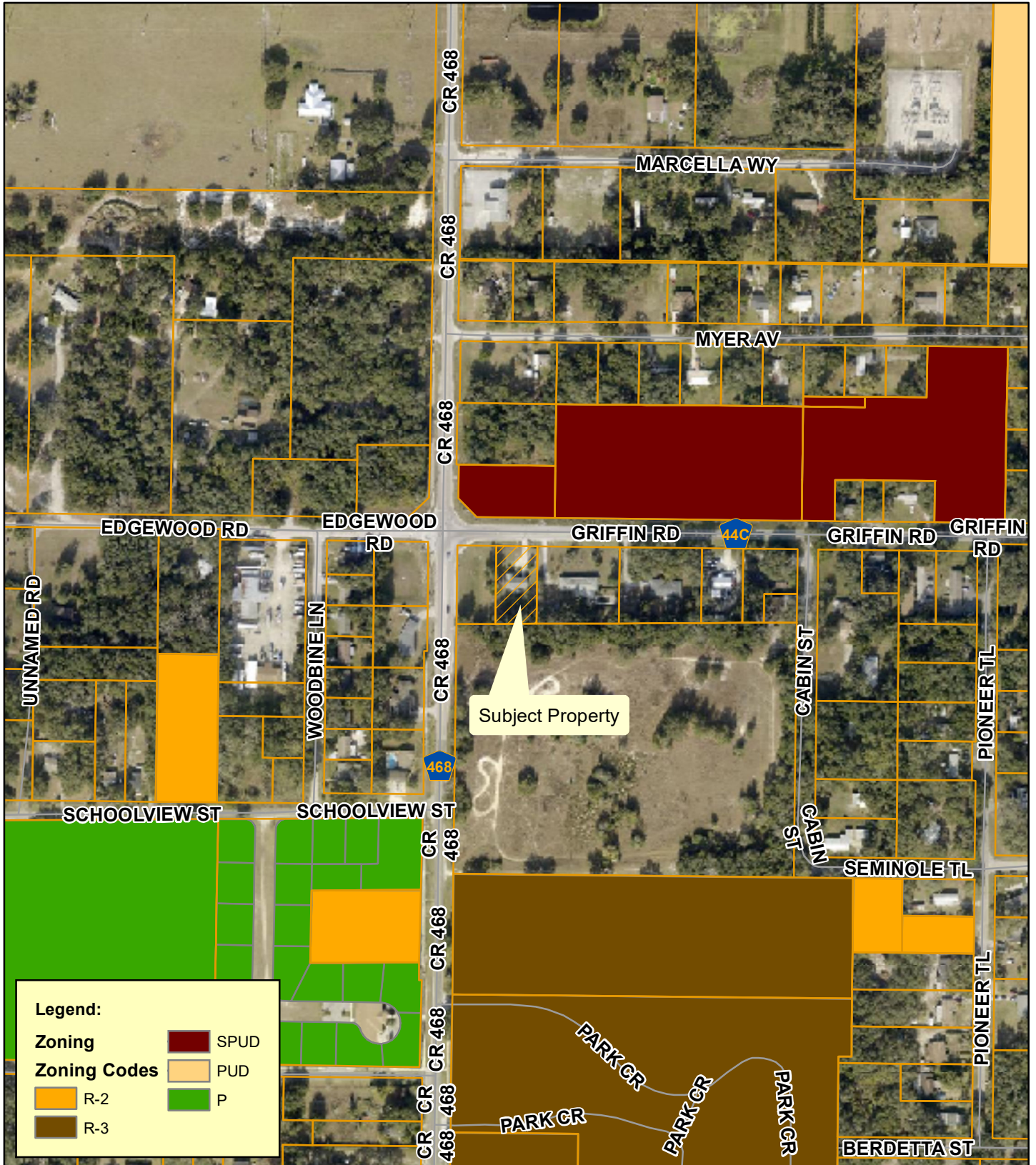


**Planning
& Zoning
Division**

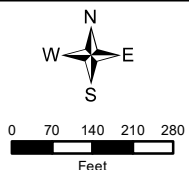


Griffin Road Salon
2927 Griffin Road, Leesburg, FL 34748
ANNX-24-66; SSCP-24-67; SPUD-24-68
AK#: 1452317
February 23, 2024

Zoning

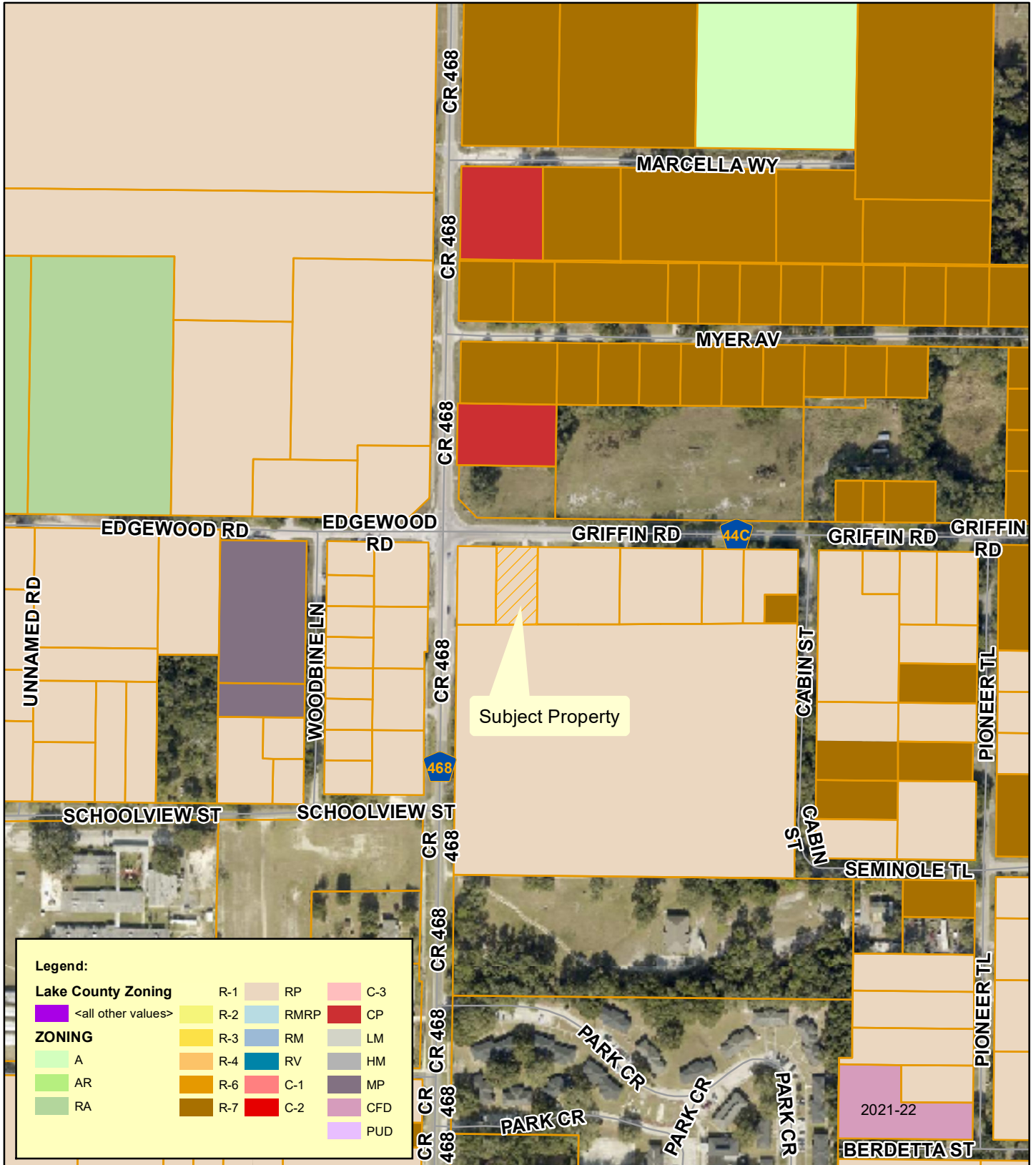


**Planning
& Zoning
Division**

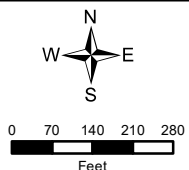


Griffin Road Salon
2927 Griffin Road, Leesburg, FL 34748
ANNX-24-66; SSCP-24-67; SPUD-24-68
AK#: 1452317
February 23, 2024

Lake County Zoning

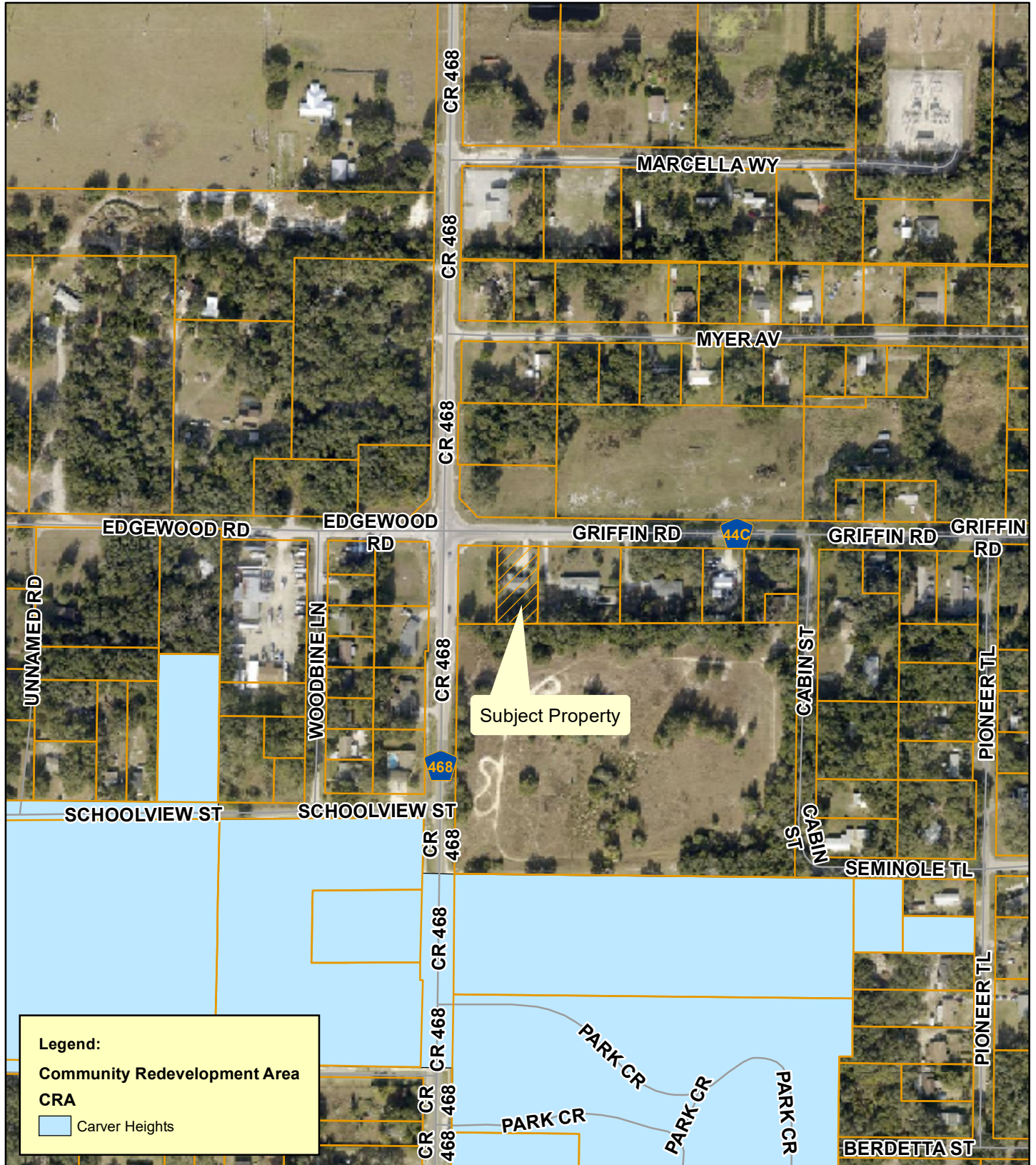


**Planning
& Zoning
Division**

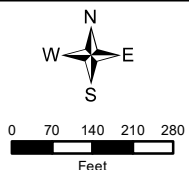


Griffin Road Salon
2927 Griffin Road, Leesburg, FL 34748
ANNX-24-66; SSCP-24-67; SPUD-24-68
AK#: 1452317
February 23, 2024

Community Redevelopment Area



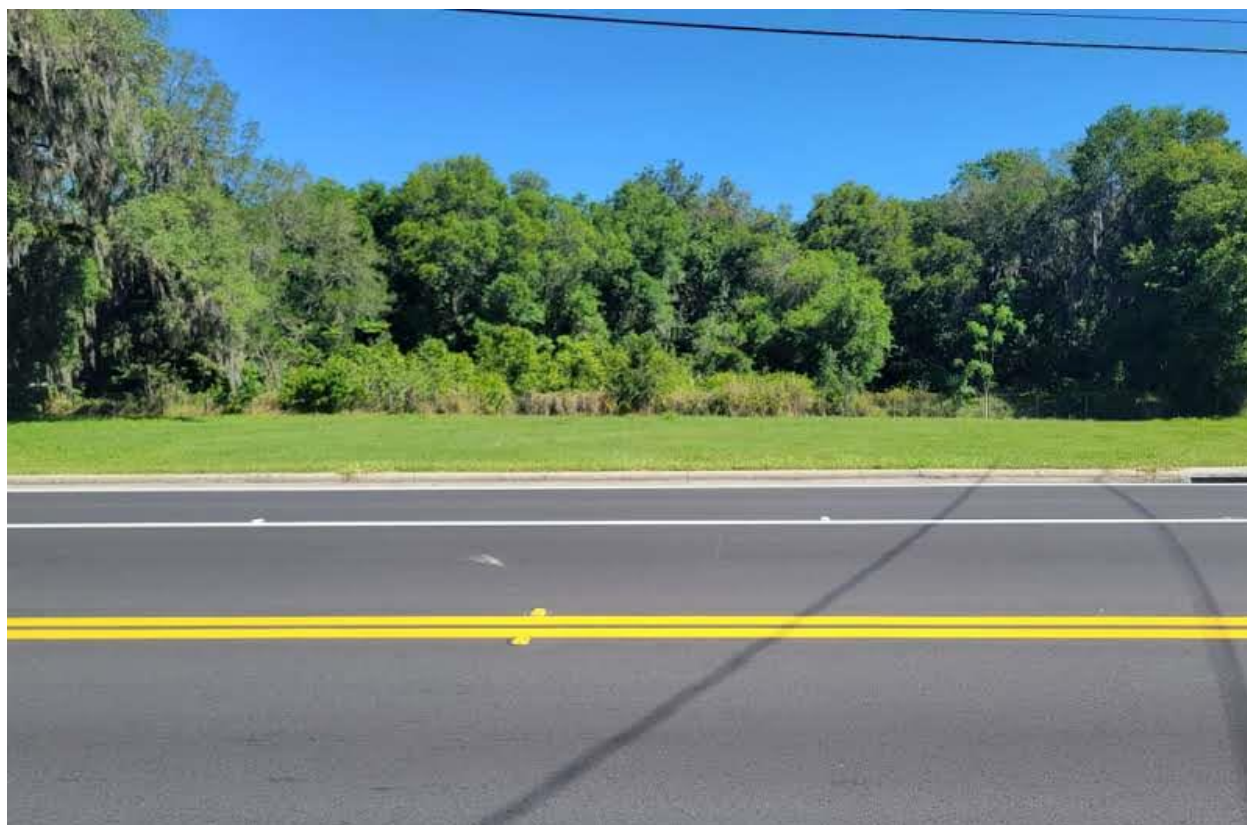
**Planning
& Zoning
Division**



Griffin Road Salon
2927 Griffin Road, Leesburg, FL 34748
ANNX-24-66; SSCP-24-67; SPUD-24-68
AK#: 1452317
February 23, 2024



Closeup of Sign Facing towards Subject Project on Griffin Road



Looking North across Griffin Road from Subject Property



Looking East along Griffin Road



Looking South onto Subject Property from Griffin Road



Looking West along Griffin Road



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY HALL
THURSDAY, APRIL 18TH, 2024 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, April 18th, 2024, 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
Nathaniel Sanders – Vice-Chairman
Ted Bowersox
Frazier Marshall
John O’Kelley
Stewart Kaplan
Ken Simeone

The following Commission members were absent:

Ze’ Shieca Carter
Darin Akkerman

City staff that was present included Dan Miller, Planning & Zoning Director, Sabrina Mitchell, Executive Assistant I, Kandi Harper, Deputy Director, Christine Rock, Senior Planner, and Melissa Medders, Planner. Attorney Jennifer Cotch was also present.

The meeting opened with an invocation given by Commissioner 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.

MINUTES OF THE PLANNING COMMISSION MEETING FOR THURSDAY, MARCH 21ST, 2024.

Commissioner Bowersox moved to APPROVE the minutes from the March 21st, 2024 meeting. Vice-Chairman Sanders SECONDED the motion, which PASSED by a vote of 6-0.

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

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

NEW BUSINESS

**1) PUBLIC HEARING CASE # CUP-24-35 CARVER DRIVE #1 PROJECT -
CONDITIONAL USE PERMIT**

A REQUEST FOR A CONDITIONAL USE PERMIT FOR A DAYCARE, RESPITE, AND EDUCATIONAL FACILITY IN THE INDUSTRIAL FUTURE LAND USE DISTRICT ON 0.75 +/- ACRES GENERALLY LOCATED NORTH OF CARVER DRIVE AND EAST OF THOMAS AVENUE, AS LEGALLY DESCRIBED IN SECTION 22, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (FINAL DECISION IS BY THE PLANNING COMMISSION) (Carver Drive #1 Project)

Dan Miller introduced case number #CUP-24-35 – Carver Drive #1 Project – Conditional Use Permit 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, and staff recommendations.

Dan Miller gave a background and explanation of the subject property, location, zoning, requests, types of uses, and stated been working with applicant on different projects; daycare; special needs children, work with State of Florida; cases of abuse; place to stay; given foster home; help with situation, went over Exhibit B samples, and examples of lighting fixtures.

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

Department Review Summary: This case was sent out to all the different City departments there were no substantive comments from the City Departments. Lake County Public Works Public and Lake County School Board has no comments. Public responses – we received no public comments from the State of Florida and City of Leesburg notice requirements, posted signs, and newspaper.

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

Chairman Sennett if the Commission have any question of Staff.

Commissioners' and Dan Miller discussed understood the zoning/surrounding; no complaints on industrial; done; Dan Miller replied we can add notice in CUP, property is located in an industrial area; kids safe, add condition; done in (PUD) Planned Unit Development zoning; add notice requirement; zoned M-1 and possible industrial use in the area, age group; children, plan of Bldg.; looks like school, sleeping arrangement; about how many children, okay with non-profit; Dan Miller stated okay to request a vote to add the word office; fine with office; vote to bring subject matter back up; Attorney Jennifer Cotch stated make new motion; add language about notice of surrounding industrial.

Lynn Dudley at 2106 Butler Street Leesburg, Florida and stated our agency have been in existence for over 24 years; not new to area, support individuals; unique abilities, operate 5 group homes, licensed under agency with persons with disability, partnered with foster agencies; overflow of neglected/abused children; with or without disabilities, transportation; for central region; include 5 counties, outside area, offer respite homes; day/night services, consideration of Carver; CUP, respite care, educational, virtual school; not in school, or waiting on enrollment, Bldg. not in use; house, new non-profit dream up community development corporation, benefit at large; job training skills, after school, summer programs, parenting, art, music, benefit community, help for self-sufficiency; asking for your consideration; to allow change use, children placed loving and foster home, give support needed; until unified with custodial families.

Lynn Dudley addressed comments from the Commission and stated there will be a second floor for the housing; preliminary plans; housing upstairs, children up to age 17; sometimes newborn from hospital, depends on the architect; square footage of the Bldg. and Planning & Zoning and Building will let me know how many we can house.

Chairman Sennett stated if the Commission have any questions of the applicant or if anyone in the Public would like to speak on the case.

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

Chairman Sennett called for a vote on the first case.

Commissioner O'Kelley made a motion to APPROVE case # CUP-24-35 – CARVER DRIVE #1 PROJECT – CONDITIONAL USE PERMIT Vice-Chairman Sanders SECONDED the motion.

The roll call vote was:

Commissioner O'Kelley	Yes
Commissioner Kaplan	Yes

Commissioner Sanders	Yes
Commissioner Simeone	Yes
Commissioner Bowersox	Yes
Chairman Sennett	Yes
Commissioner Marshall	Yes

Seven yeas, no nays, the Planning Commission approved case # CUP-24-35 – CARVER DRIVE #1 PROJECT – CONDITIONAL USE PERMIT.

Commission O’Kelley stated he would like to modify motion to include the industrial notice of surrounding area and to include the language offices.

Commissioner O’Kelley made a motion to APPROVE case # CUP-24-35 – CARVER DRIVE #1 PROJECT PERMIT to include the industrial notice of surrounding area and to include the language offices – CONDITIONAL USE Vice-Chairman Sanders SECONDED the motion.

The roll call vote was:

Commissioner O’Kelley	Yes
Commissioner Kaplan	Yes
Commissioner Sanders	Yes
Commissioner Simeone	Yes
Commissioner Bowersox	Yes
Chairman Sennett	Yes
Commissioner Marshall	Yes

Seven yeas, no nays, the Planning Commission approved case # CUP-24-35 – CARVER DRIVE #1 PROJECT to include industrial notice of surrounding area and to include the language offices – CONDITIONAL USE PERMIT.

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

2) PUBLIC HEARING CASE # SSCP-24-67 GRIFFIN ROAD SALON – SMALL SCALE COMPREHENSIVE PLAN

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING APPROXIMATELY 0.434 +/- ACRES FROM LAKE COUNTY URBAN HIGH DENSITY TO CITY OF LEESBURG GENERAL COMMERCIAL, FOR A PROPERTY GENERALLY LOCATED SOUTH OF GRIFFIN ROAD AND EAST OF COUNTY ROAD 468, AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON**

**MONDAY, MAY 28TH, 2024 AND SECOND READING IS
TENTATIVELY SCHEDULED FOR MONDAY, JUNE 10TH, 2024)** (Griffin
Road Salon)

Melissa Medders, Planner utilized a power point presentation to demonstrate the area of the proposed site for the case.

Dan Miller introduced case number #SSCP-24-67 – Griffin Road Salon – Small Scale Comprehensive Plan and case number #SPUD-24-68 Small Planned Unit Development into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, and staff recommendations.

Dan Miller gave a background and explanation of the subject property, location, zoning, requests, added other uses, not come back for another zoning, and went over PUD.

Department Review Summary: This case was sent out to all the different City departments there were no substantiative comments from the City Departments. Lake County Public Works and the Lake County School Board had no comments. Public responses – we received no public comments from the State of Florida and City of Leesburg notice requirements, posted signs, and newspaper.

Dan Miller stated that the applicant wasn't able to attend the meeting today, due to health issues and Staff has met with the applicant several times and can answer any questions the Commission may have.

Dan 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 from Staff.

Commissioners' and Dan Miller discussed medical allowed, set-up for hair; meet requirements, medical; Dan Miller stated yes anytime you change a use and wants to take into a salon; Bldg. requirements, salon turn into medical office; come back for change of use; occupancy, set of additional Bldg. Codes; meet, several uses under one Zoning category, Bldg.; different, comfortable with medical; enough room to accomplish that and meet conditional use permit, clarification of case number; Dan Miller stated for clarification purposes the case number should be SPUD-24-68; will get corrected.

Chairman Sennett stated if the Commission have any questions of Staff or if anyone in the Public would like to speak on the case.

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

Chairman Sennett called for a vote on the second case.

Commissioner Bowersox made a motion to APPROVE case # SSCP-24-67 – GRIFFIN ROAD SALON – SMALL SCALE COMPREHENSIVE PLAN
Commissioner Marshall SECONDED the motion.

The roll call vote was:

Commissioner Kaplan	Yes
Commissioner Sanders	Yes
Commissioner Simeone	Yes
Commissioner Bowersox	Yes
Chairman Sennett	Yes
Commissioner Marshall	Yes
Commissioner O’Kelley	Yes

Seven yeas, no nays, the Planning Commission approved case # SSCP-24-67 – GRIFFIN ROAD SALON – SMALL SCALE COMPREHENSIVE PLAN.

3) PUBLIC HEARING CASE # SPUD-24-68 GRIFFIN ROAD SALON – PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 0.434 +/- ACRES FROM LAKE COUNTY RP (RESIDENTIAL PROFESSIONAL) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED SOUTH OF GRIFFIN ROAD AND EAST OF COUNTY ROAD 468, AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, MAY 28TH, 2024 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, JUNE 10TH, 2024)** (Griffin Road Salon)

Chairman Sennett called for a vote on the third case.

Commissioner Marshall made a motion to APPROVE case # SPUD-24-68 – GRIFFIN ROAD SALON – PLANNED UNIT DEVELOPMENT
Commissioner Kaplan SECONDED the motion.

The roll call vote was:

Commissioner Sanders	Yes
Commissioner Simeone	Yes
Commissioner Bowersox	Yes
Chairman Sennett	Yes
Commissioner Marshall	Yes

Commissioner O'Kelley	Yes
Commissioner Kaplan	Yes

Seven yeas, no nays, the Planning Commission approved case # SPUD-24-68 – GRIFFIN ROAD SALON – PLANNED UNIT DEVELOPMENT.

Dan Miller stated for the remaining cases, they actually represent two separate requests, small scale comprehensive plan and zoning; Staff requesting these cases be postponed, additional information, and traffic analysis; applicants understand, asking to postpone to a date certain to avoid readvertising.

Chairman Sennett called for the fourth and fifth case under new business be brought forward.

4) **PUBLIC HEARING CASE # SSCP-24-73 – THOMAS-MONTCLAIR INDUSTRIAL FLEX – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE OF APPROXIMATELY 2.33 +/- ACRES FROM LAKE COUNTY URBAN HIGH DENSITY AND CITY OF LEESBURG LOW DENSITY RESIDENTIAL TO CITY OF LEESBURG INDUSTRIAL, FOR A PROPERTY GENERALLY LOCATED SOUTHWEST OF MONTCLAIR ROAD AND WEST OF THOMAS AVENUE, AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, MAY 13TH, 2024 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, JUNE 24TH, 2024)** (Thomas-Montclair Ind. Flex SSCP) **(POSTPONED TO MAY 23, 2024 MEETING)**

Chairman Sennett entertained a motion to postpone case #SSCP-24-73, and then the voting took place.

Chairman Sennett called for a vote on the fourth case.

Commissioner Bowersox made a motion to POSTPONE case # SSCP-24-73 – THOMAS-MONTCLAIR INDUSTRIAL FLEX to the May 23, 2024 Planning Commission meeting – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT Commissioner Marshall SECONDED the motion.

The roll call vote was:

Commissioner Simeone	Yes
Commissioner Bowersox	Yes
Chairman Sennett	Yes
Commissioner Marshall	Yes

Commissioner O’Kelley	Yes
Commissioner Kaplan	Yes
Commissioner Sanders	Yes

Seven yeas, no nays, the Planning Commission postpone case # SSCP-24-73 – THOMAS-MONTCLAIR INDUSTRIAL FLEX to the May 23, 2024 Planning Commission meeting – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT.

Chairman Sennett called for a vote on the fifth case.

5) **PUBLIC HEARING CASE # SPUD-24-74 – THOMAS-MONTCLAIR INDUSTRIAL FLEX – SMALL PLANNED UNIT DEVELOPMENT**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 2.33 +/- ACRES FROM LAKE COUNTY R-6 (URBAN RESIDENTIAL) AND CITY OF LEESBURG R-1 (LOW DENSITY RESIDENTIAL) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED SOUTHWEST OF MONTCLAIR ROAD AND WEST OF THOMAS AVENUE, AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, MAY 13TH, 2024 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, JUNE 24TH, 2024)** (Thomas-Montclair Ind. Flex SPUD)
(POSTPONED TO MAY 23, 2024 MEETING)

Commissioner Bowersox made a motion to POSTPONE case # SPUD-24-74 – THOMAS-MONTCLAIR INDUSTRIAL FLEX to the May 23, 2024 Planning Commission meeting – SMALL PLANNED UNIT DEVELOPMENT Vice-Chairman Sanders SECONDED the motion.

The roll call vote was:

Commissioner Bowersox	Yes
Chairman Sennett	Yes
Commissioner Marshall	Yes
Commissioner O’Kelley	Yes
Chairman Kaplan	Yes
Commissioner Sanders	Yes
Commissioner Simeone	Yes

Seven yeas, no nays, the Planning Commission postpone case # SPUD-24-74 – THOMAS-MONTCLAIR INDUSTRIAL FLEX to the May 23, 2024 Planning Commission meeting – SMALL PLANNED UNIT DEVELOPMENT.

Chairman Sennett called for the sixth and seventh case under new business be brought forward.

6) PUBLIC HEARING CASE # SSCP-24-87 – POE STREET RESIDENTIAL – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 49.12 +/- ACRES FROM LAKE COUNTY URBAN LOW DENSITY TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED NORTH OF POE STREET AND SOUTH OF COUNTY ROAD 473, AS LEGALLY DESCRIBED IN SECTION 02, 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, MAY 13, 2024 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, JUNE 10, 2024) (Poe Street SSCP) **(POSTPONED TO MAY 23, 2024 MEETING)**

Chairman Sennett called for a vote on the sixth case.

Commissioner O’Kelley made a motion to POSTPONE case # SSCP-24-87 – POE STREET RESIDENTIAL to the May 23, 2024 Planning Commission meeting – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT
Commissioner Bowersox SECONDED the motion.

The roll call vote was:

Chairman Sennett	Yes
Commissioner Marshall	Yes
Commissioner O’Kelley	Yes
Commissioner Kaplan	Yes
Commissioner Sanders	Yes
Commissioner Simeone	Yes
Commissioner Bowersox	Yes

Seven yeas, no nays, the Planning Commission postpone case # SSCP-24-87 – POE STREET RESIDENTIAL to the May 23, 2024 Planning Commission meeting – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT.

7) PUBLIC HEARING CASE # PUD-24-88 – POE STREET RESIDENTIAL

– PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 49.12 +/- ACRES FROM LAKE COUNTY R-6 (URBAN RESIDENTIAL DISTRICT) AND CFD (COMMUNITY FACILITY DISTRICT) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED NORTH OF POE STREET AND SOUTH OF COUNTY ROAD 473, AS LEGALLY DESCRIBED IN SECTION 02, 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, MAY 13, 2024 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, JUNE 10, 2024) (Poe Street PUD) (POSTPONED TO MAY 23, 2024 MEETING)**

Chairman Sennett called for a vote on the seventh case.

Vice-Chairman Sanders made a motion to POSTPONE case # PUD-24-88 – POE STREET RESIDENTIAL to the May 23, 2024 Planning Commission meeting – PLANNED UNIT DEVELOPMENT Commissioner Bowersox SECONDED the motion.

The roll call vote was:

Commissioner Marshall	Yes
Commissioner O’Kelley	Yes
Commissioner Kaplan	Yes
Commissioner Sanders	Yes
Commissioner Simeone	Yes
Commissioner Bowersox	Yes
Chairman Sennett	Yes

Seven yeas, no nays, the Planning Commission postpone case # PUD-24-88 – POE STREET RESIDENTIAL to the May 23, 2024 Planning Commission meeting – PLANNED UNIT DEVELOPMENT.

DISCUSSION ITEMS

Dan Miller stated for to the Commission tentatively, on May 13, Staff will be making a presentation to the City Commission regarding the Comprehensive Plan, as what it is, or how it works. We encourage you to attend or watch on Lakefront TV/You Tube, and will do with the Planning Commission as well. Chairman Sennett stated if Staff can do it at the same time with Sunshine Law.

Commissioner Bowersox asked about an update on Lee School. Dan Miller stated Code Enforcement stated the owner has 120 days to get the Bldg. demo, fence placed around

Bldg., and he received complaint from church folks about the lost parking space; Bldg. coming down within time period. Commissioner O’Kelley stated the proposed demo/construction, allowed 8 town house units; apartments going in there. Dan Miller stated the Historic Board in March voted to allow demo with no conditions. Chairman Sennett stated to have units closer to road; ask for Variance, Bldg.; outside, parking/recreation; inside. Commissioner Bowersox stated 4 or 5 story apartments, negative impact; not a Planning win. Dan Miller stated South Bldg. equivalent to 3 floors, sits backs; compromise, suggest setbacks near church; Perkins parking inside, overshadow church Bldg.; good design. Chairman Sennett wants Dan Miller to bring recommendations up to the developer. Commissioner O’Kelley stated some concepts proposed before; water retention areas, 1 or 2 entrances; interior parking, one corner; open parking. Chairman Sennett stated to have the Bldg. on two corners; other side parking in middle.

ANNOUNCEMENTS

N/A

Chairman Sennett entertained a motion to adjourn.

ADJOURNMENT

Meeting was adjourned at 5:18 p.m.

Timothy H. Sennett, Chairman

Sabrina Mitchell, Executive Assistant I

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.4.

Meeting Date: July 8, 2024

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, adding a PDO (Planned Development Overlay), with a waiver from Section 25-282 (a) (1) PDO five-acre minimum, to the existing R-2 (Medium Density Residential) zoning, on approximately 0.70 +/- acres to allow for an office use for a property generally located east of North 13th Street and south of Webster Street, lying in Section 24, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Webster Street Office PDO)

Staff Recommendation:

The Planning and Zoning Staff and Planning Commission recommend approval of the request to add a PDO (Planned Development Overlay), with a waiver from Section 25-282 (a) (1) PDO five-acre minimum, to the existing R-2 (Medium Density Residential) zoning, to allow for an office use.

Analysis:

The project site is approximately 0.70 +/- acres, and is generally located east of North 13th Street and south of Webster Street as shown on the attached maps. At this time, the property is vacant, undeveloped land. As a Planned Development Overlay (PDO) allows an additional use or uses but keeps the underlying zoning district, this PDO proposal will allow for office use. This proposed use will be compatible with the existing development in the area including single family and multifamily, residential, vacant commercial, and warehousing.

The Planning Commission held a public hearing on the application on May 23, 2024, and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed PDO (Planned Development Overlay) to permit an office use; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Existing development on this site will create a small positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ADDING A PDO (PLANNED DEVELOPMENT OVERLAY), WITH A WAIVER FROM SECTION 25-282 (A) (1) PDO FIVE-ACRE MINIMUM, TO THE EXISTING R-2 (MEDIUM DENSITY RESIDENTIAL) ZONING, ON APPROXIMATELY 0.70 +/- ACRES TO ALLOW FOR AN OFFICE USE FOR A PROPERTY GENERALLY LOCATED EAST OF NORTH 13TH STREET AND SOUTH OF WEBSTER STREET, LYING IN SECTION 24, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (WEBSTER STREET OFFICE PDO)

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

Section 1.

Based upon the petition of *M. Meredith Kirste, P.A. (Agent, Petitioner)* of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the PDO (Planned Development Overlay), with a waiver from Section 25-282 (a) (1), PDO five-acre requirement, to allow an office use on said property located in Lake County Florida, is hereby added to the existing City of Leesburg R-2 (Medium Density Residential) zoning, 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 8th day of July 2024.

THE CITY OF LEESBURG, FLORIDA

Mayor

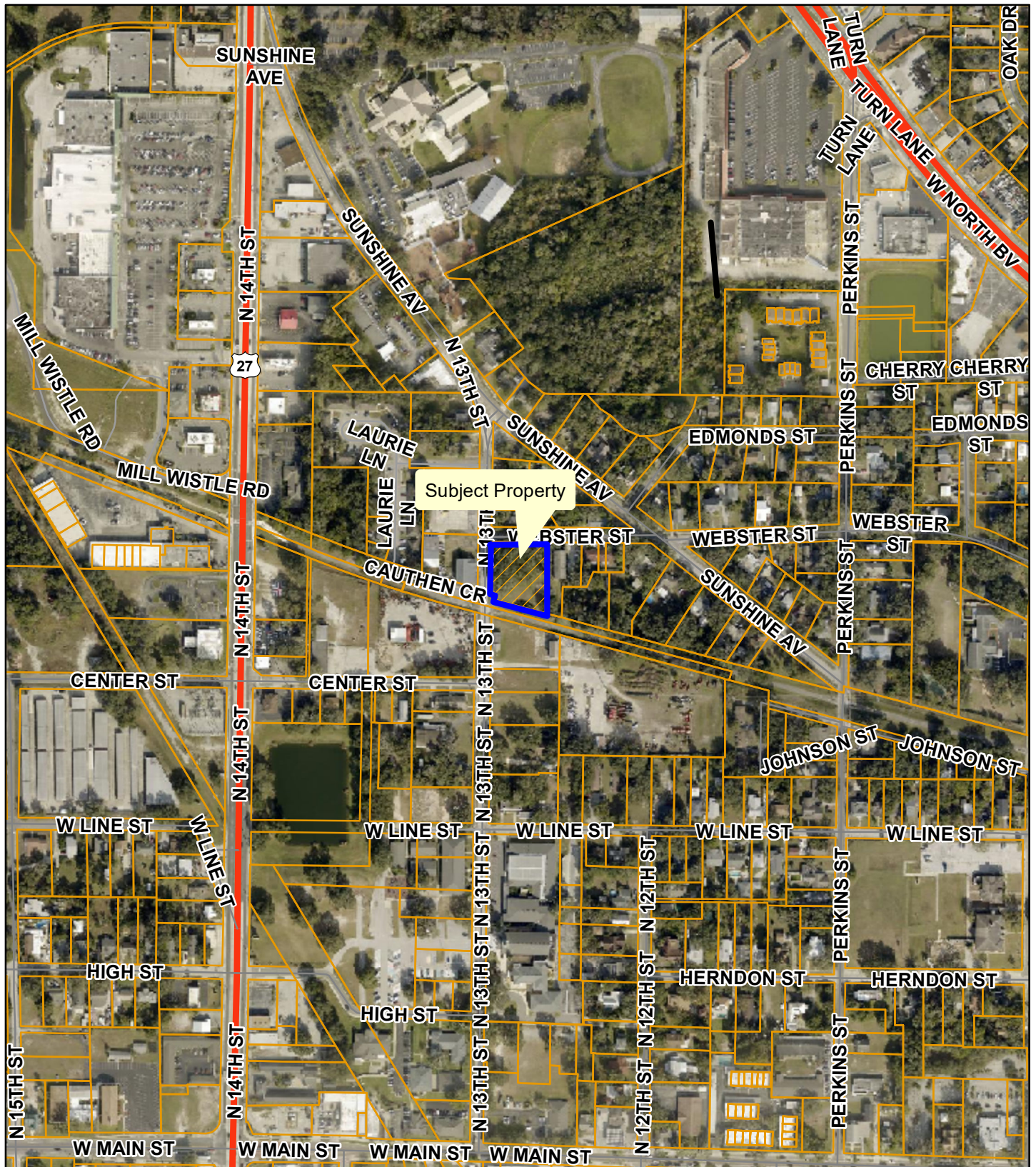
ATTEST:

City Clerk

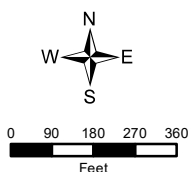
LEGAL DESCRIPTION (from Warranty Deed)
N. 13th Street, Leesburg, FL 34748
Alternate Key #: 1820162
Section 23, Township 19 South, Range 24 East

Lot 12 of EDMUNDS ADDITION TO THE CITY OF LEESBURG, recorded in
Plat Book 1, Page 38, Public Records of Lake County, Florida.

Extended Aerial



Planning & Zoning Division

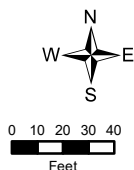


SPUD-24-120 Webster Street Office PDO
N 13th Street, Leesburg, FL 34748
Alternate Key #: 1820162
Section 23, Township 19 South, Range 24 East
April 24, 2024

Aerial

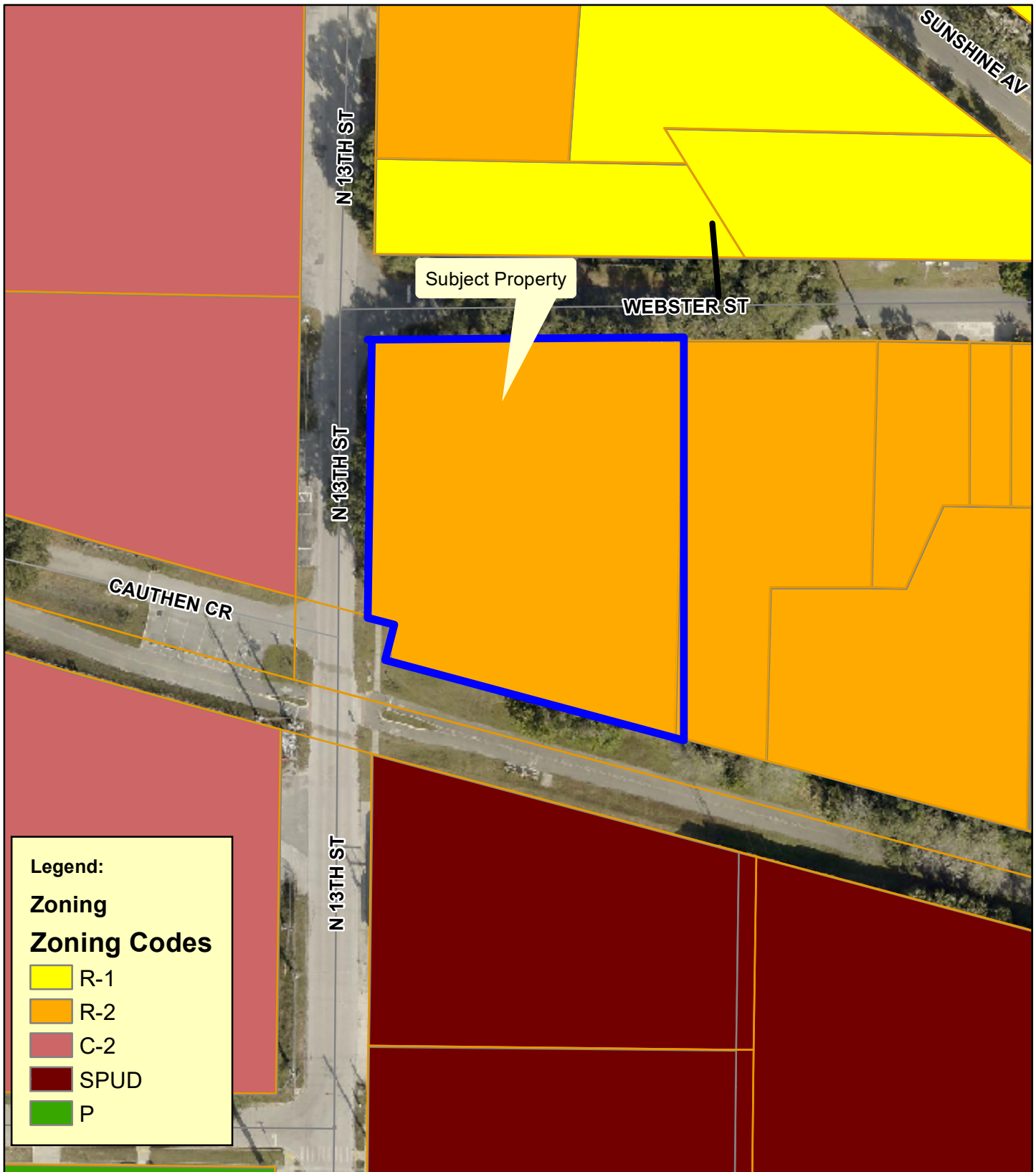


**Planning
& Zoning
Division**

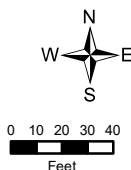


SPUD-24-120 Webster Street Office PDO
N 13th Street, Leesburg, FL 34748
Alternate Key #: 1820162
Section 23, Township 19 South, Range 24 East
April 24, 2024

Zoning

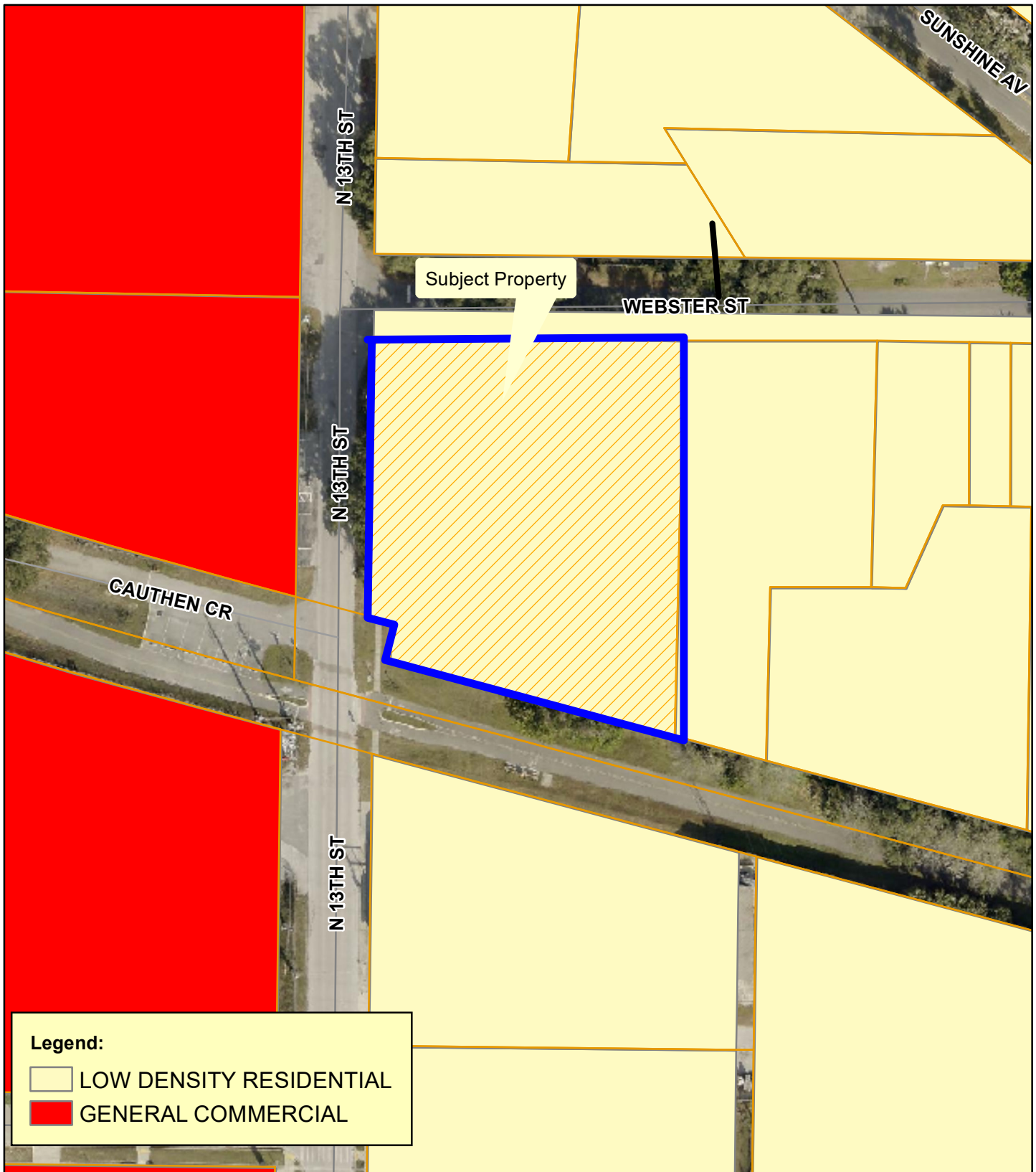


**Planning
& Zoning
Division**

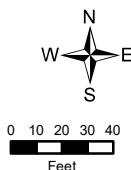


SPUD-24-120 Webster Street Office PDO
N 13th Street, Leesburg, FL 34748
Alternate Key #: 1820162
Section 23, Township 19 South, Range 24 East
April 24, 2024

Future Land Use

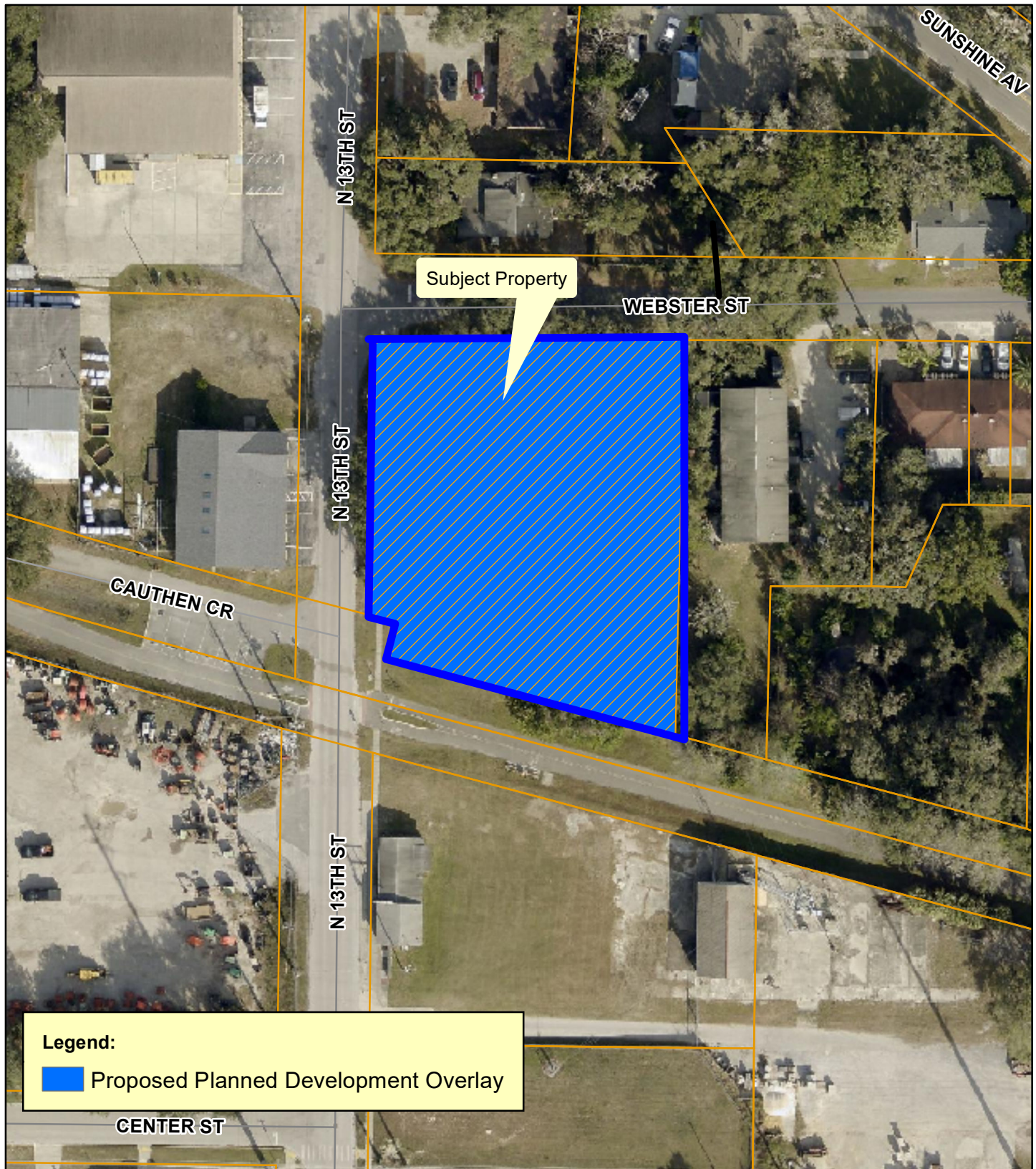


**Planning
& Zoning
Division**

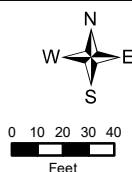


SPUD-24-120 Webster Street Office PDO
N 13th Street, Leesburg, FL 34748
Alternate Key #: 1820162
Section 23, Township 19 South, Range 24 East
April 24, 2024

Proposed Planned Development Overlay

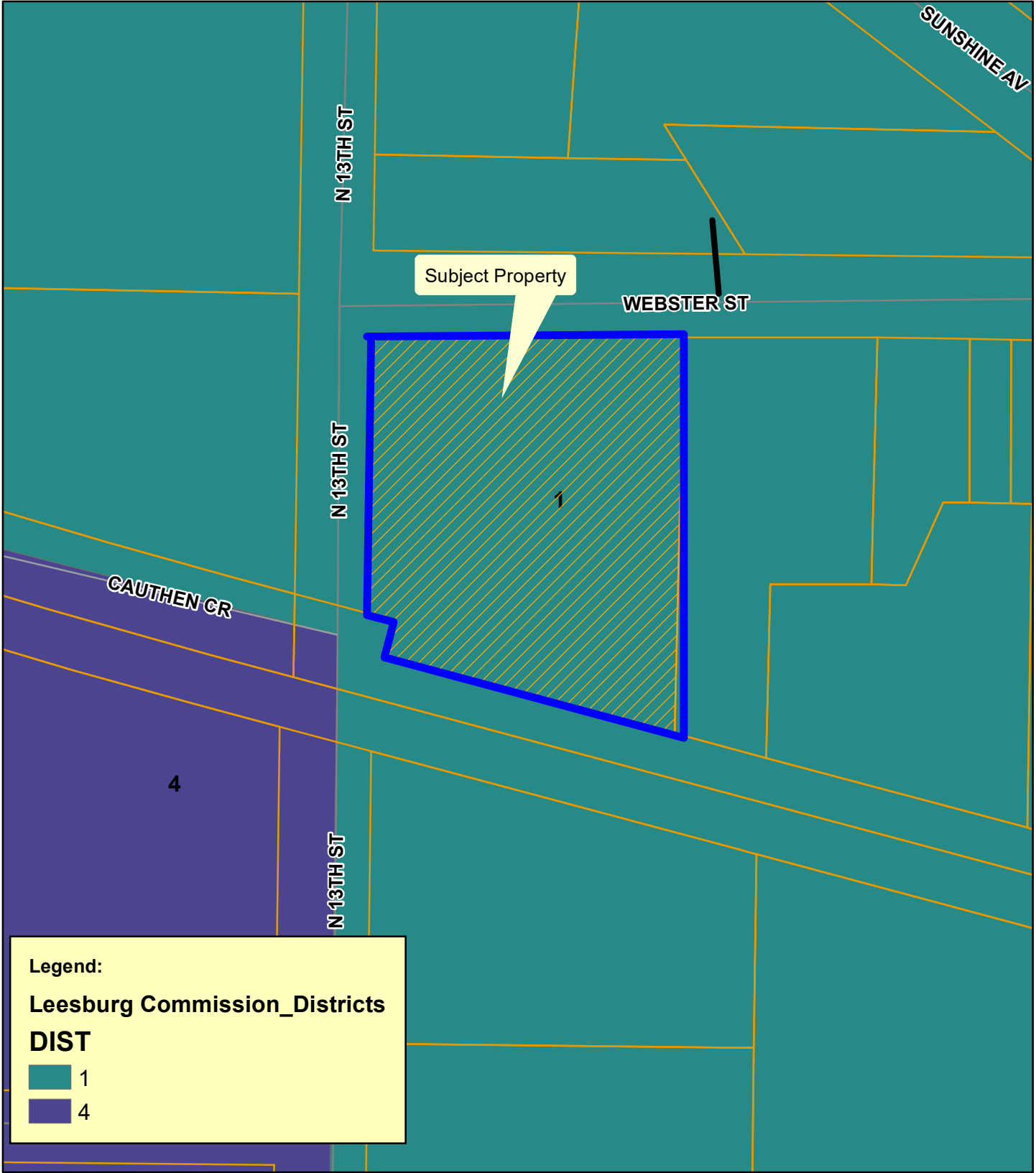


**Planning
& Zoning
Division**

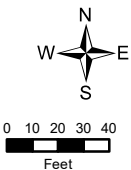


SPUD-24-120 Webster Street Office PDO
N 13th Street, Leesburg, FL 34748
Alternate Key #: 1820162
Section 23, Township 19 South, Range 24 East
April 24, 2024

Commission Districts



**Planning
& Zoning
Division**



SPUD-24-120 Webster Street Office PDO
N 13th Street, Leesburg, FL 34748
Alternate Key #: 1820162
Section 23, Township 19 South, Range 24 East
April 24, 2024

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: July 8, 2024

From: Dan Miller, (Planning and Zoning Director), Max Vanallen, (Senior Planner)

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 2.4 +/- acres from General Commercial to Low Density Residential, for a property generally located north of Hill Street and east of Penn Street, lying in Section 22, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Penn Street Habitat SSCP)

Staff Recommendation:

The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed small-scale comp plan amendment of the City's Future Land Use Map on 2.4 +/- acres from General Commercial to Low Density Residential.

Analysis:

The project site is approximately 2.4 acres. The property is generally located north of Hill Street and east of Penn Street. Currently, the property is undeveloped acreage. The proposed use is 8 single-family residences. The surrounding Future Land Use Map designations of City General Commercial and Low Density Residential are compatible, as conditioned in the SPUD zoning, with the proposed future land use designation of Low Density Residential. The proposed zoning designation of City SPUD (Small Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

The Planning Commission held a public hearing on the application on June 20, 2024, and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested small-scale comprehensive plan amendment from General Commercial to Low Density Residential; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development of the property will increase this anticipated impact from collection of impact fees, ad valorem taxes and utility charges.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 2.4 +/- ACRES FROM GENERAL COMMERCIAL TO LOW DENSITY RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED NORTH OF HILL STREET AND EAST OF PENN STREET, LYING IN SECTION 22, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (PENN STREET HABITAT SSCP)

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

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

NOW, THEREFORE,

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

Section 1.

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

The Future Land Use Map is amended by changing the designation of approximately 2.4 acres of land generally located north of Hill Street and east of Penn Street, from General Commercial to Low Density Residential, as shown on the revised map of said area, lying in Section 22, Township 19 South, Range 24 East, Lake County, Florida;

Section 2.

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

Section 3.

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the _____ day of _____ 2024.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Penn Street Habitat -- North of Hill Street and east of Penn Street
SSCP-24-163; SPUD-24-175
AK#: 1773148
Legal Description Provided by Applicant on Warranty Deed
Monday, June 24, 2024

LEGAL DESCRIPTION

Parcel ID: 22-19-24-0001-000-00901

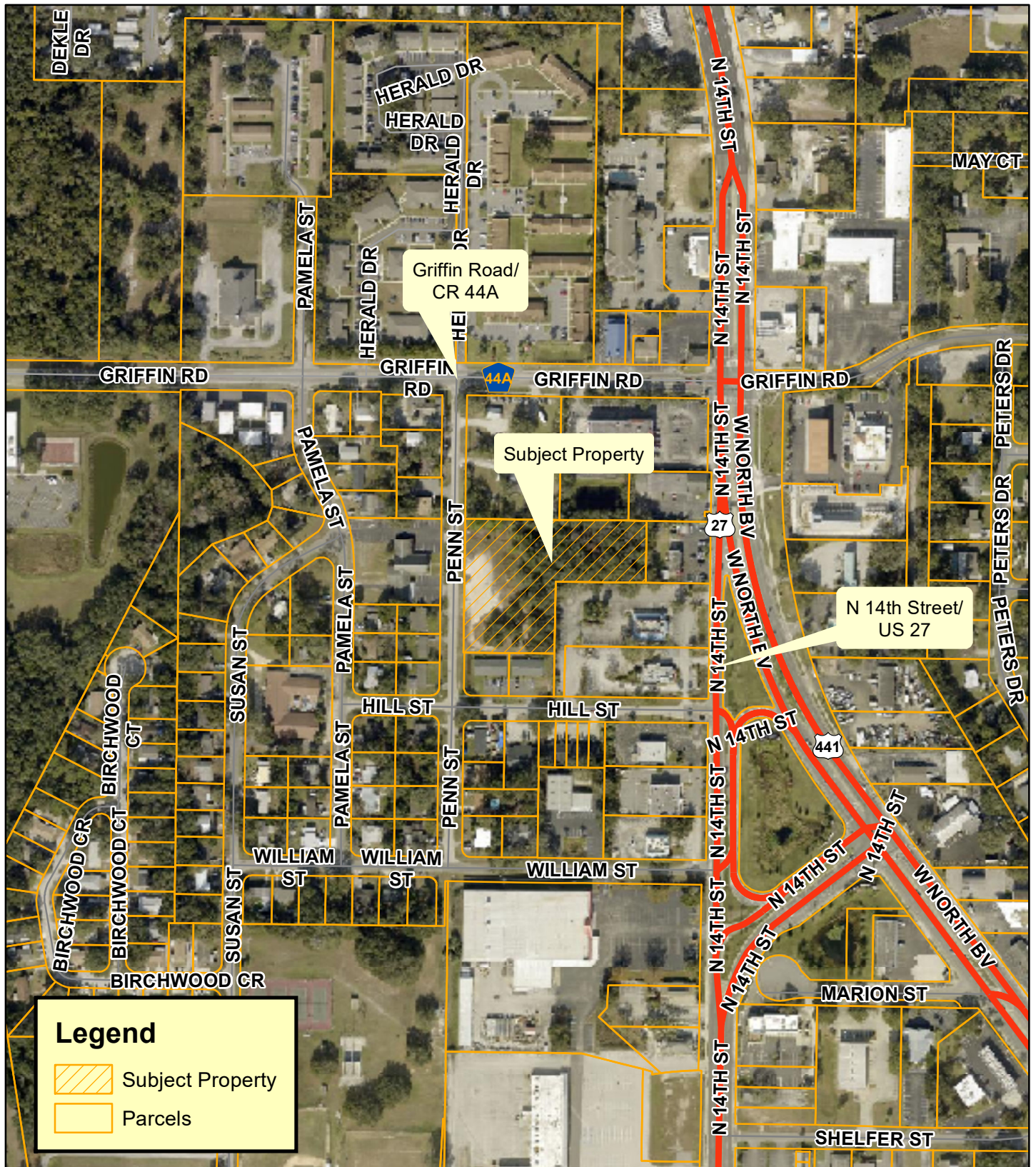
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PARCEL:

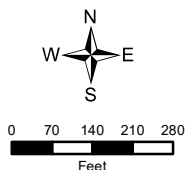
That part of the Northeast 1/4 of the Northeast 1/4 of Section 22, Township 19 South, Range 24 East, Lake County, Florida, described as follows:

Commencing at the intersection of the North Right-of-Way line of Hill Street, and the West Right-of-Way of U.S. Highway 27 as it now exists, run North 00°24'30" East along said West Right-of-Way of said U.S. Highway 27 a distance of 280.00 feet; thence departing said Right-of-Way, run North 89°46'20" West 156.00 feet to the point of beginning of this description; from said point of beginning, continue North 89°46'20" 219.00 feet; thence South 00°24'30" West 175.00 feet to the Northeast Corner of Lot 73 of Hilltop View Subdivision as recorded in Plat Book 14, Page 20, of the Public Records of Lake County, Florida; thence North 89°46'20" West along the North line of Lots 73 and 72 of said Hilltop View Subdivision, 217.40 feet to the East Right-of-Way line of Penn Street; thence North 00°24'30" East, along said East Right-of-Way, 325.00 feet; thence departing said Right-of-Way, run South 89°46'20" East, 436.40 feet; then South 00°24'30" West, 150.00 feet to the Point of Beginning. Subject to all Easements, Restrictions and Rights-of-Way of record, if any.

Extended Aerial

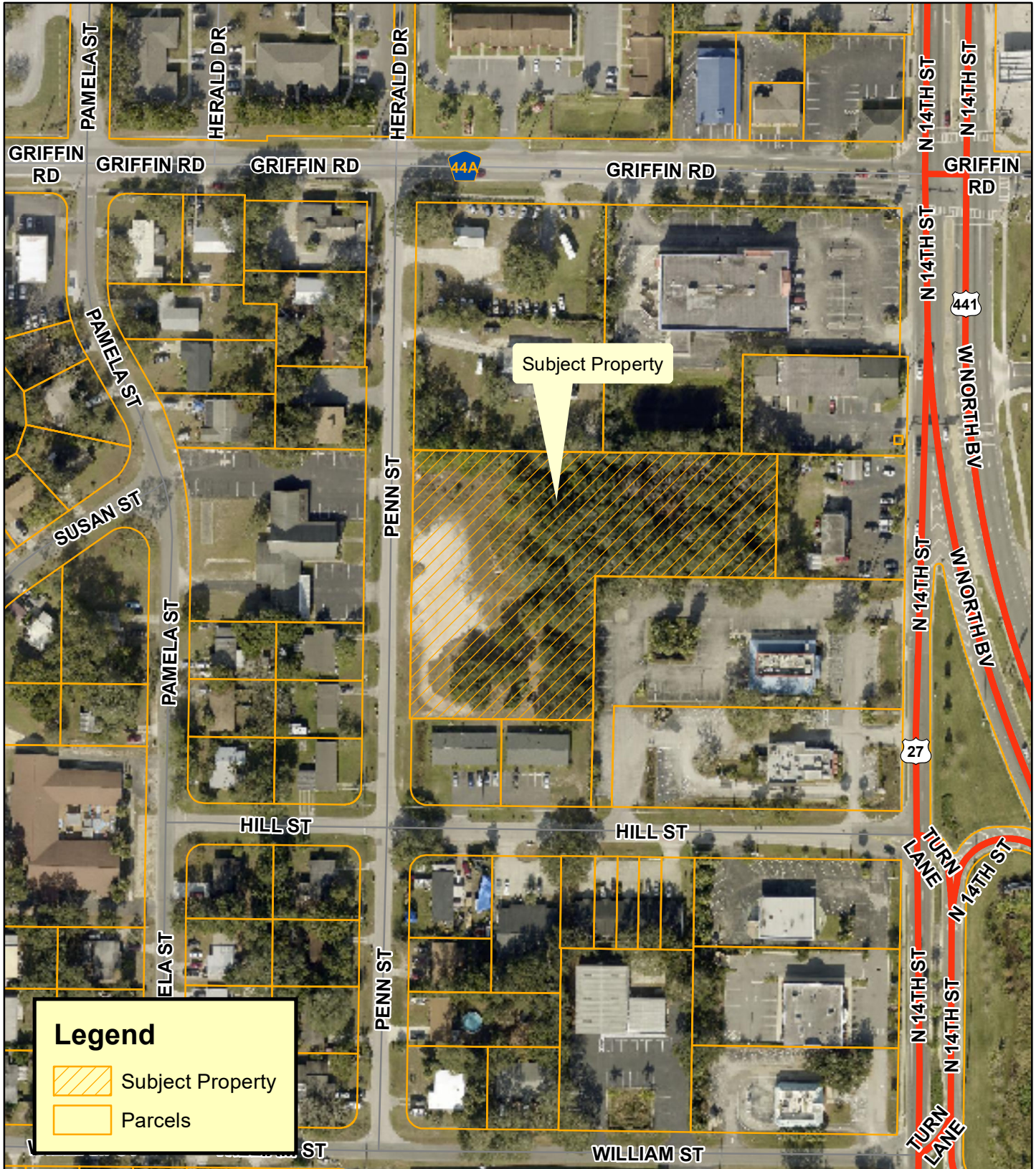


**Planning
& Zoning
Division**

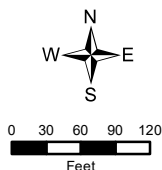


Penn Street Habitat
SSCP-24-163; SPUD-24-175
Alternate Key #: 1773148
Section 22, Township 19 South, Range 24 East
May 28, 2024

Aerial

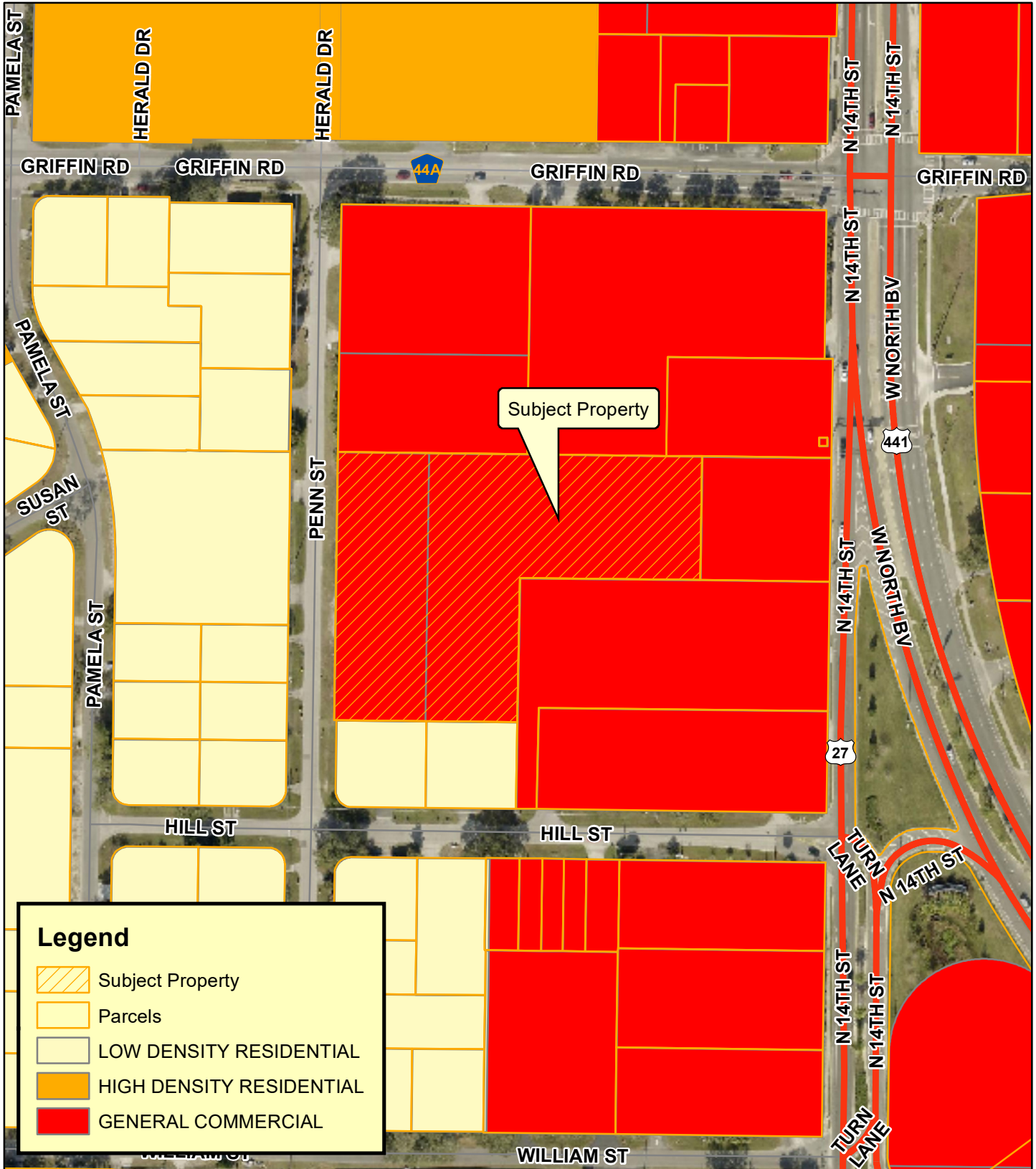


**Planning
& Zoning
Division**

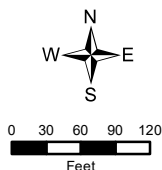


Penn Street Habitat
SSCP-24-163; SPUD-24-175
Alternate Key #: 1773148
Section 22, Township 19 South, Range 24 East
May 28, 2024

Future Land Use

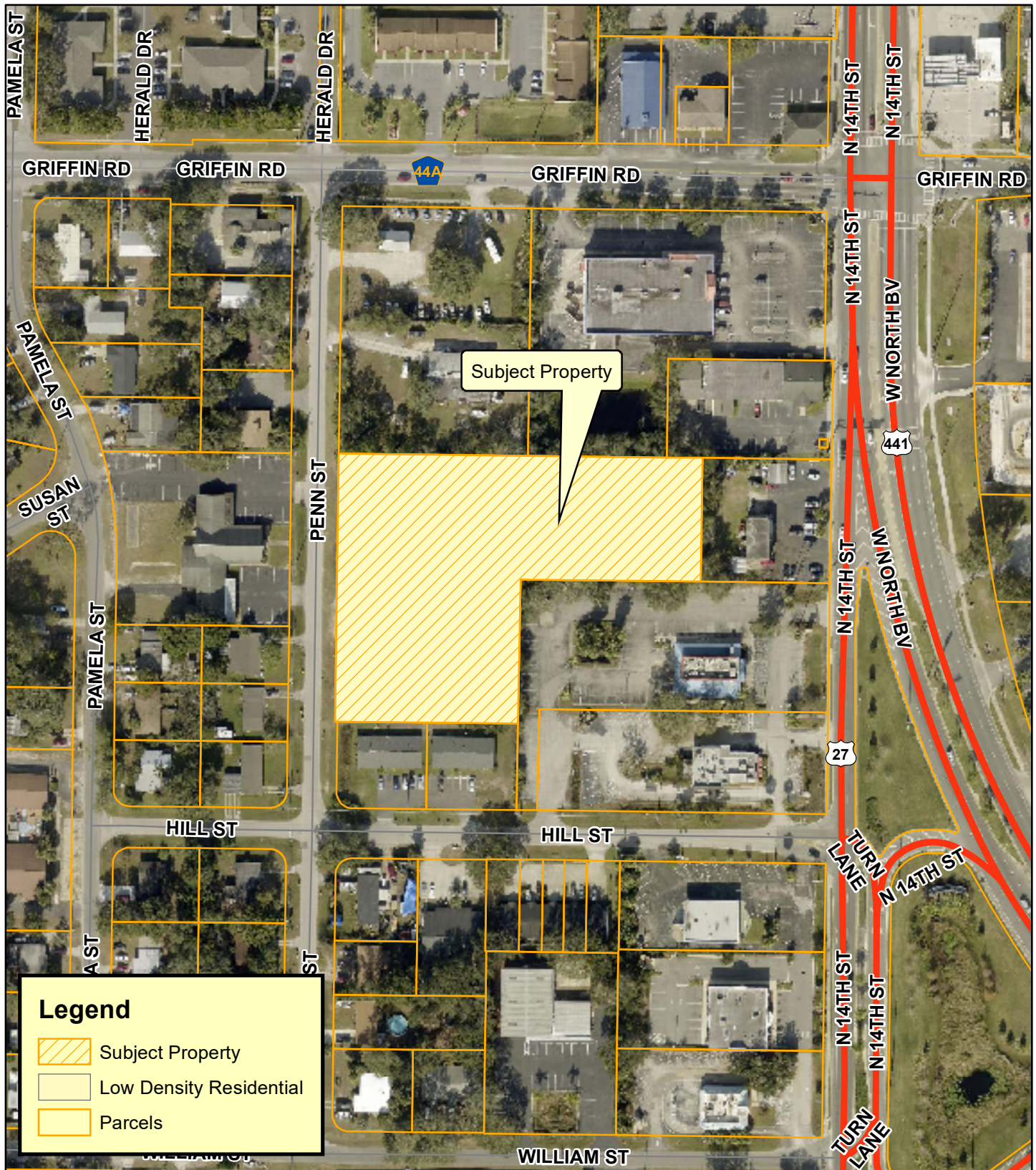


**Planning
& Zoning
Division**

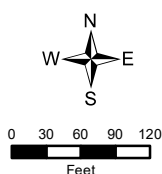


Penn Street Habitat
SSCP-24-163; SPUD-24-175
Alternate Key #: 1773148
Section 22, Township 19 South, Range 24 East
May 28, 2024

Proposed Future Land Use

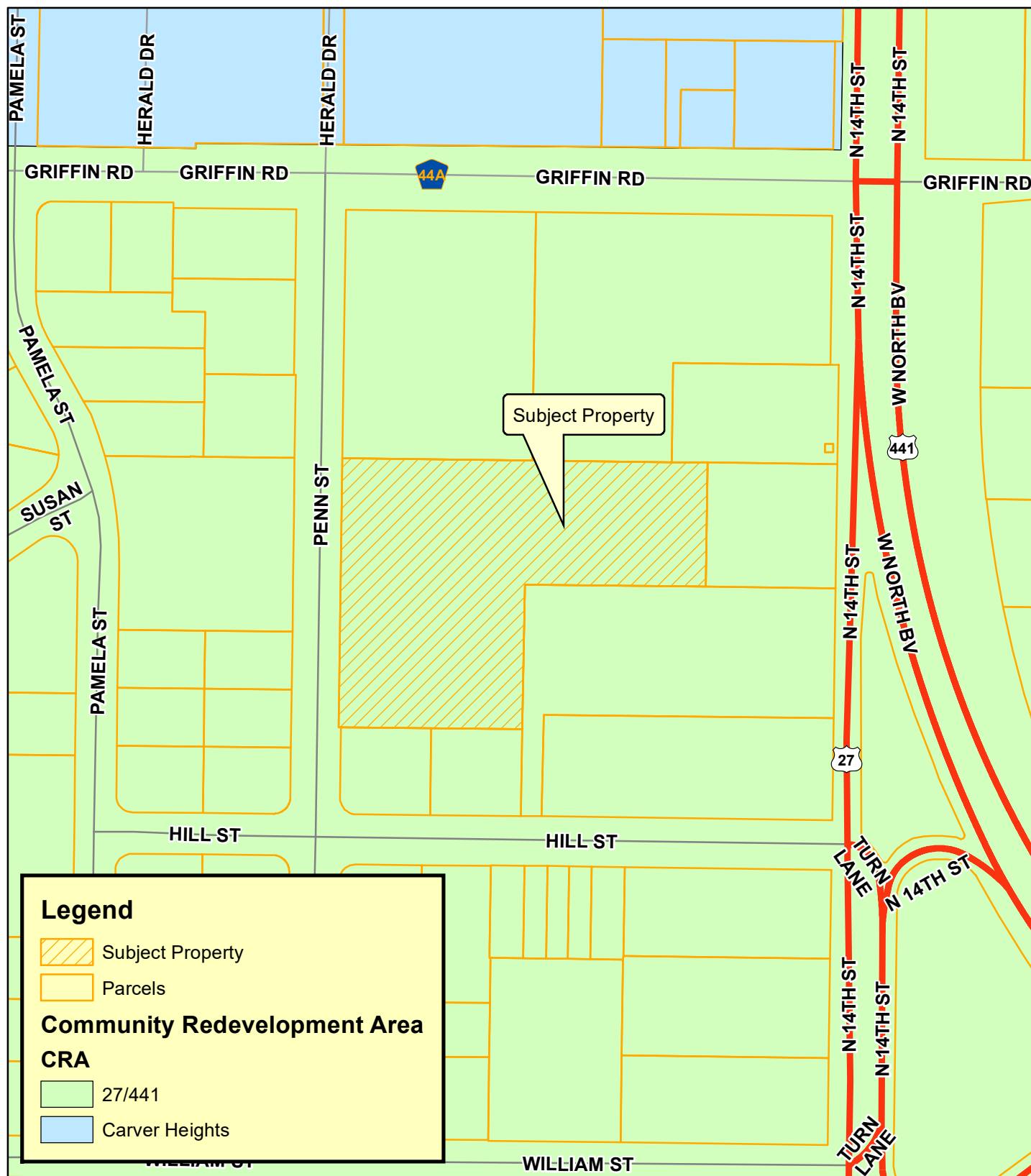


**Planning
& Zoning
Division**

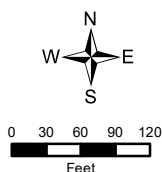


Penn Street Habitat
SSCP-24-163; SPUD-24-175
Alternate Key #: 1773148
Section 22, Township 19 South, Range 24 East
May 28, 2024

Community Redevelopment Area



Planning & Zoning Division



Penn Street Habitat
SSCP-24-163; SPUD-24-175
Alternate Key #: 1773148
Section 22, Township 19 South, Range 24 East
May 28, 2024



Close up of Sign on Property from Penn Street.



Looking north along Penn Street.



Looking east into the property across Penn Street.



Looking south along Penn Street.



Looking west across Penn Street.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.2.

Meeting Date: July 8, 2024

From: Dan Miller, (Planning and Zoning Director), Max Vanallen, (Senior Planner)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 2.4 +/- acres from C-3 (Highway Commercial) to City of Leesburg SPUD (Small Planned Unit Development) to allow for 8 single-family residences on a property generally located north of Hill Street and east of Penn Street, lying in Section 22, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Penn Street Habitat SPUD)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from C-3 (Highway Commercial) to City of Leesburg SPUD (Small Planned Unit Development) to allow for 8 single-family residences.

Analysis:

The project site is approximately 2.4 +/- acres, and is generally north of Hill Street and east of Penn Street, as shown on the attached maps. At this time, the property is undeveloped acreage. The proposal will allow 8 single-family residences. The existing land uses surrounding the property are Commercial Store, Multi-family residential, Restaurant, Single-family residential, Auto sales, Non-profit, and Office. Connection to City of Leesburg utilities shall be the responsibility of the developer at the time of development.

The Planning Commission held a public hearing on the application on June 20, 2024, and recommended approval.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

Future development on this site will create a positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 2.4 +/- ACRES FROM C-3 (HIGHWAY COMMERCIAL) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT) TO ALLOW FOR 8 SINGLE-FAMILY RESIDENCES ON A PROPERTY GENERALLY LOCATED NORTH OF HILL STREET AND EAST OF PENN STREET, LYING IN SECTION 22, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (PENN STREET HABITAT SPUD)

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

Section 1.

Based upon the petition of Danielle Stroud, Habitat for Humanity of Lake-Sumter, Petitioner, "Permittee" of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from C-3 (Highway Commercial) to City of Leesburg SPUD (Small 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 _____ day of _____ 2024.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Penn Street Habitat -- North of Hill Street and east of Penn Street
SSCP-24-163; SPUD-24-175
AK#: 1773148
Legal Description Provided by Applicant on Warranty Deed
Monday, June 24, 2024

LEGAL DESCRIPTION

Parcel ID: 22-19-24-0001-000-00901

Altkey: 1773148

PARCEL:

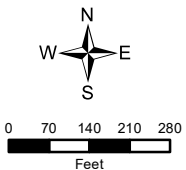
That part of the Northeast 1/4 of the Northeast 1/4 of Section 22, Township 19 South, Range 24 East, Lake County, Florida, described as follows:

Commencing at the intersection of the North Right-of-Way line of Hill Street, and the West Right-of-Way of U.S. Highway 27 as it now exists, run North 00°24'30" East along said West Right-of-Way of said U.S. Highway 27 a distance of 280.00 feet; thence departing said Right-of-Way, run North 89°46'20" West 156.00 feet to the point of beginning of this description; from said point of beginning, continue North 89°46'20" 219.00 feet; thence South 00°24'30" West 175.00 feet to the Northeast Corner of Lot 73 of Hilltop View Subdivision as recorded in Plat Book 14, Page 20, of the Public Records of Lake County, Florida; thence North 89°46'20" West along the North line of Lots 73 and 72 of said Hilltop View Subdivision, 217.40 feet to the East Right-of-Way line of Penn Street; thence North 00°24'30" East, along said East Right-of-Way, 325.00 feet; thence departing said Right-of-Way, run South 89°46'20" East, 436.40 feet; then South 00°24'30" West, 150.00 feet to the Point of Beginning. Subject to all Easements, Restrictions and Rights-of-Way of record, if any.

Extended Aerial

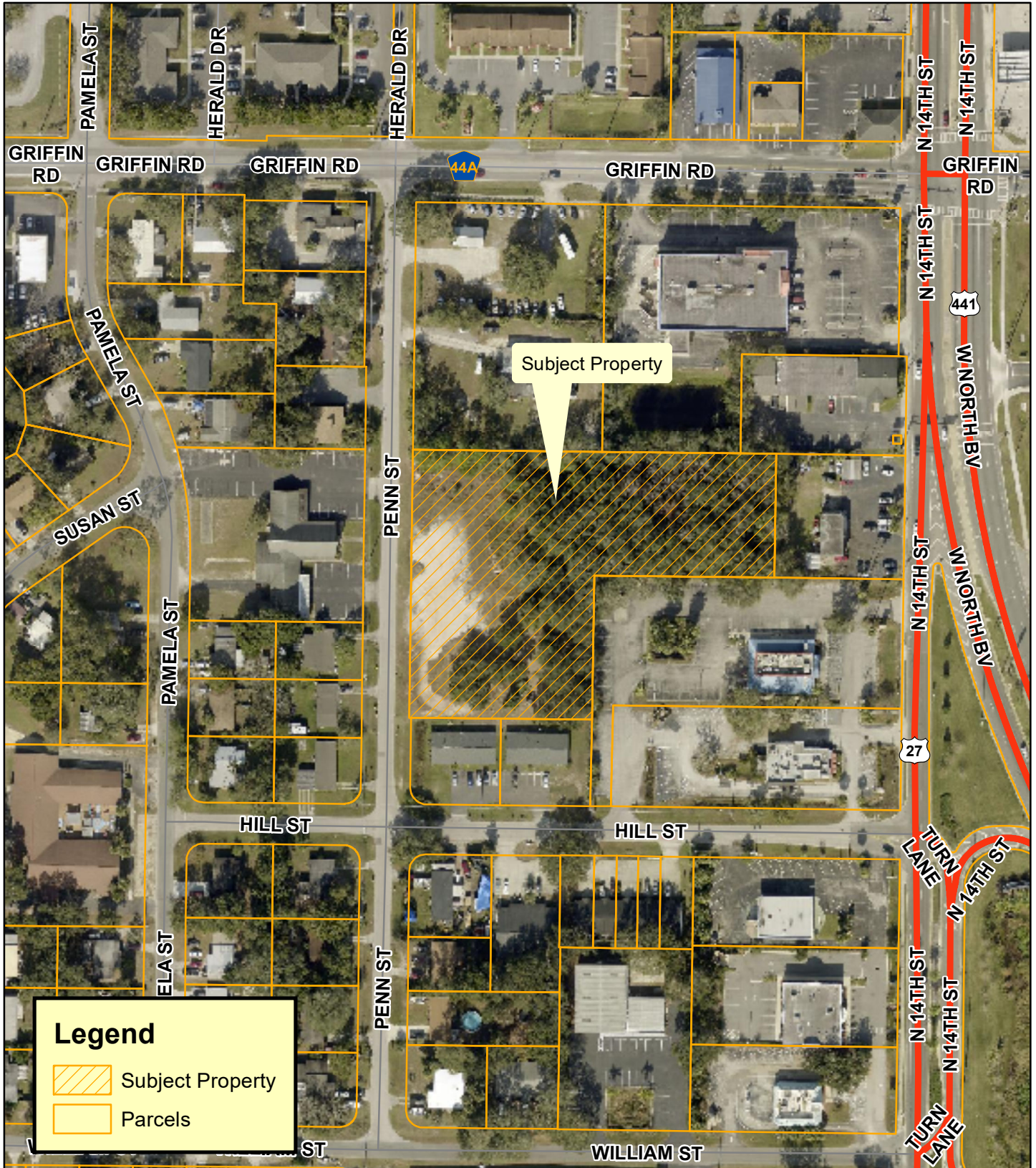


Planning & Zoning Division

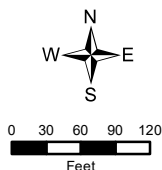


Penn Street Habitat
SSCP-24-163; SPUD-24-175
Alternate Key #: 1773148
Section 22, Township 19 South, Range 24 East
May 28, 2024

Aerial

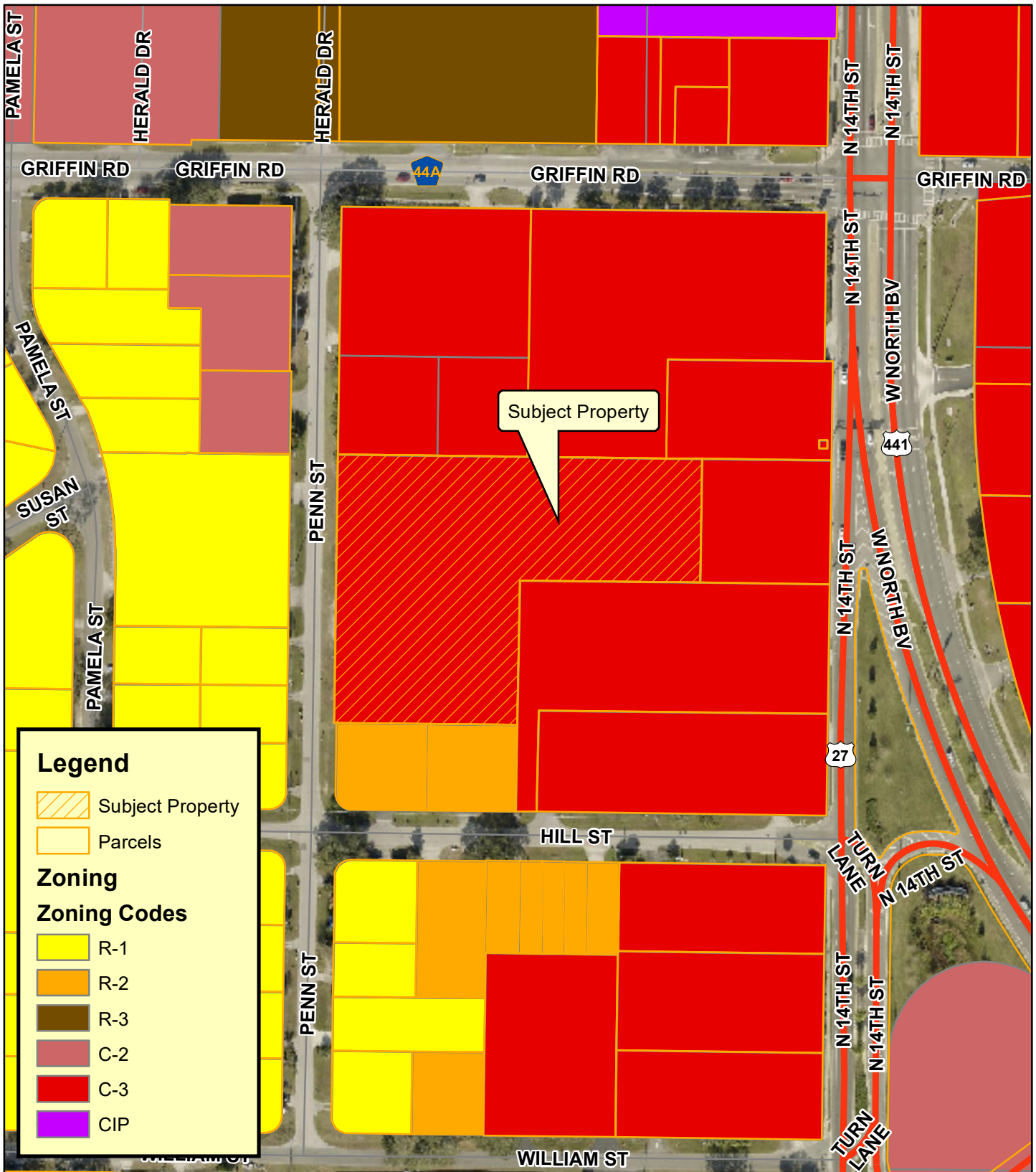


**Planning
& Zoning
Division**

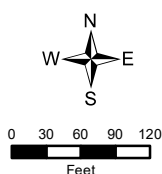


Penn Street Habitat
SSCP-24-163; SPUD-24-175
Alternate Key #: 1773148
Section 22, Township 19 South, Range 24 East
May 28, 2024

Zoning

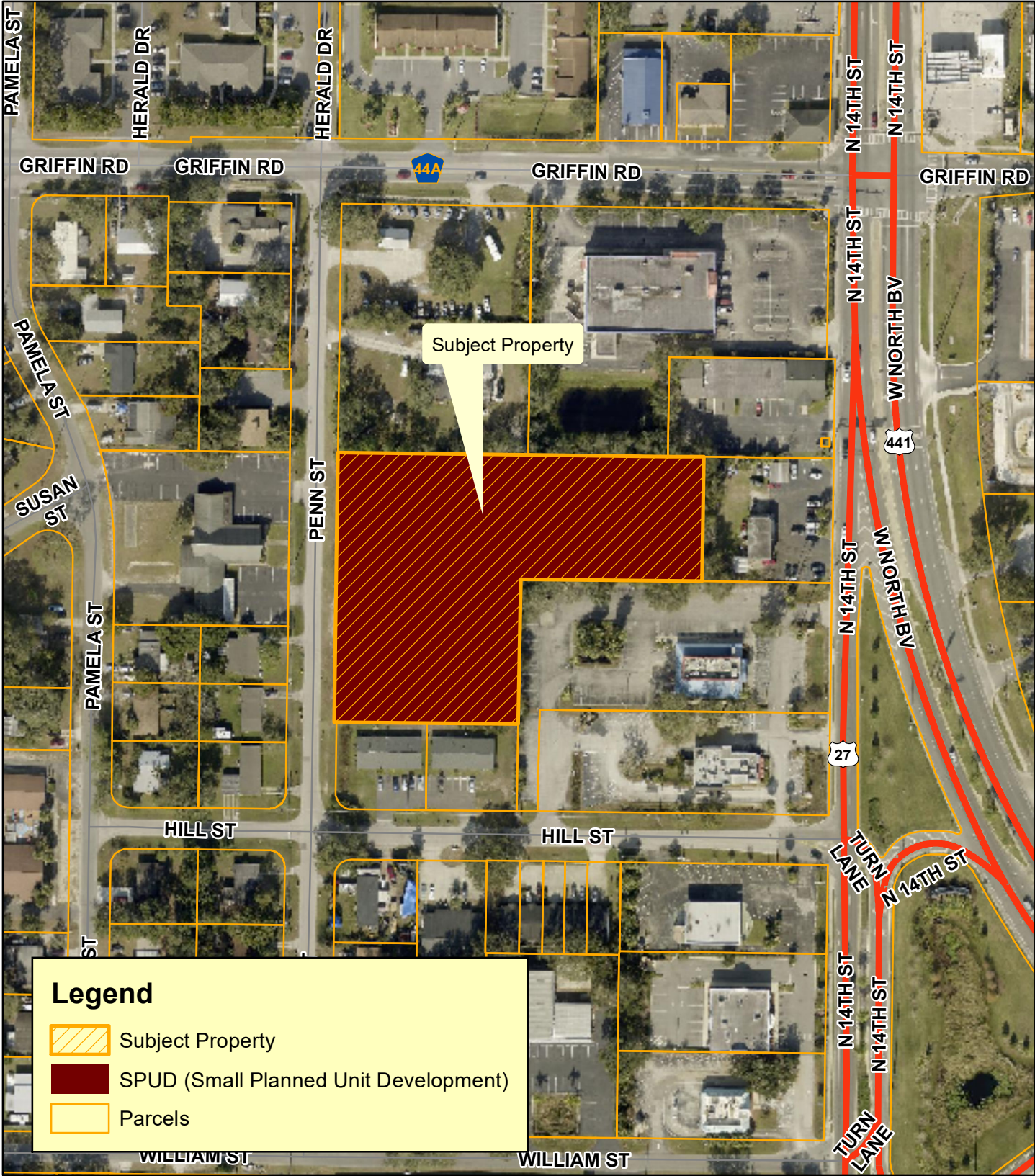


**Planning
& Zoning
Division**

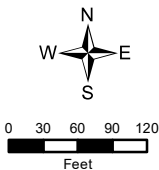


Penn Street Habitat
SSCP-24-163; SPUD-24-175
Alternate Key #: 1773148
Section 22, Township 19 South, Range 24 East
May 28, 2024

Proposed Zoning

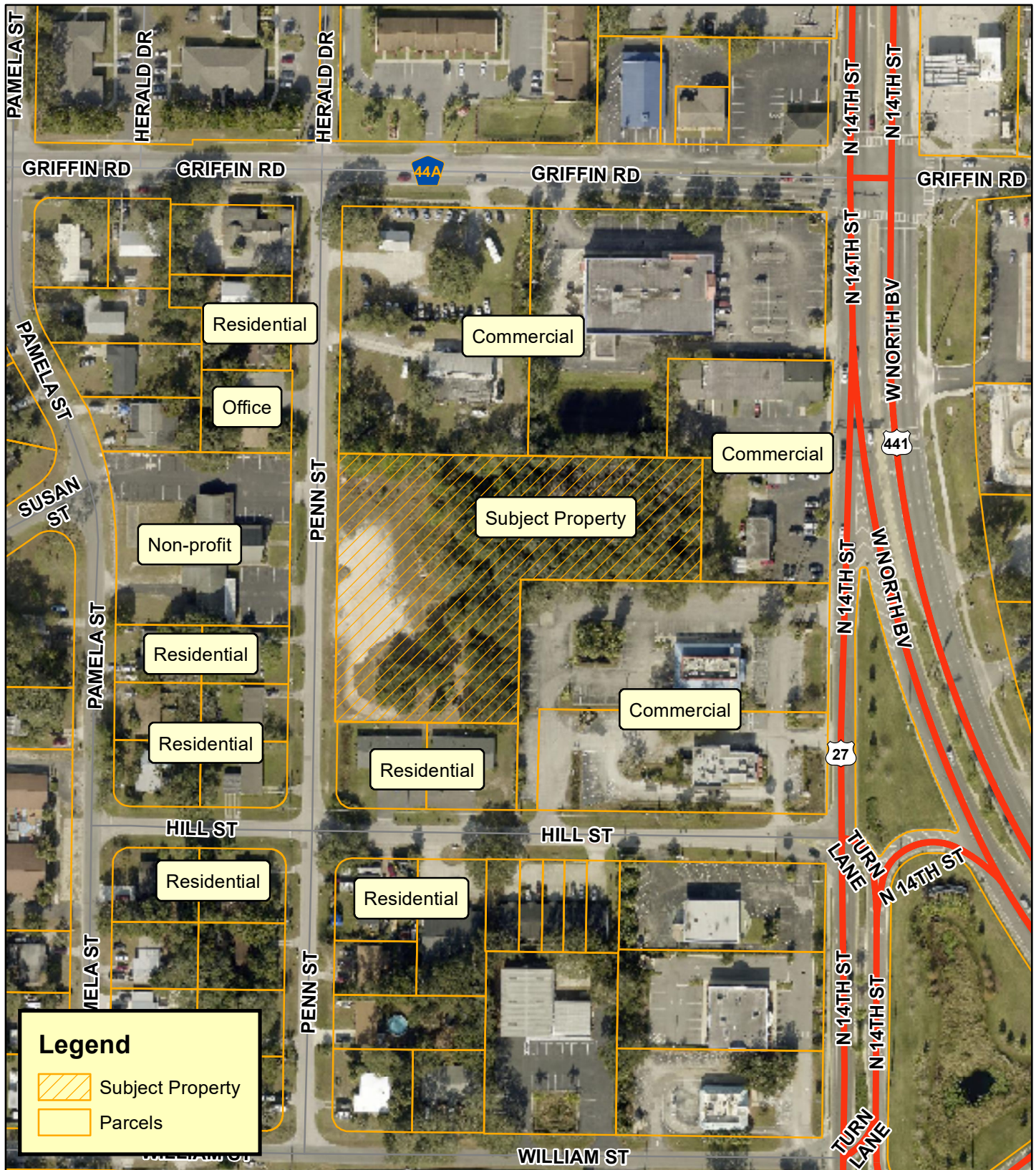


**Planning
& Zoning
Division**

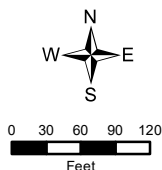


Penn Street Habitat
SSCP-24-163; SPUD-24-175
Alternate Key #: 1773148
Section 22, Township 19 South, Range 24 East
May 28, 2024

Surrounding Land Uses

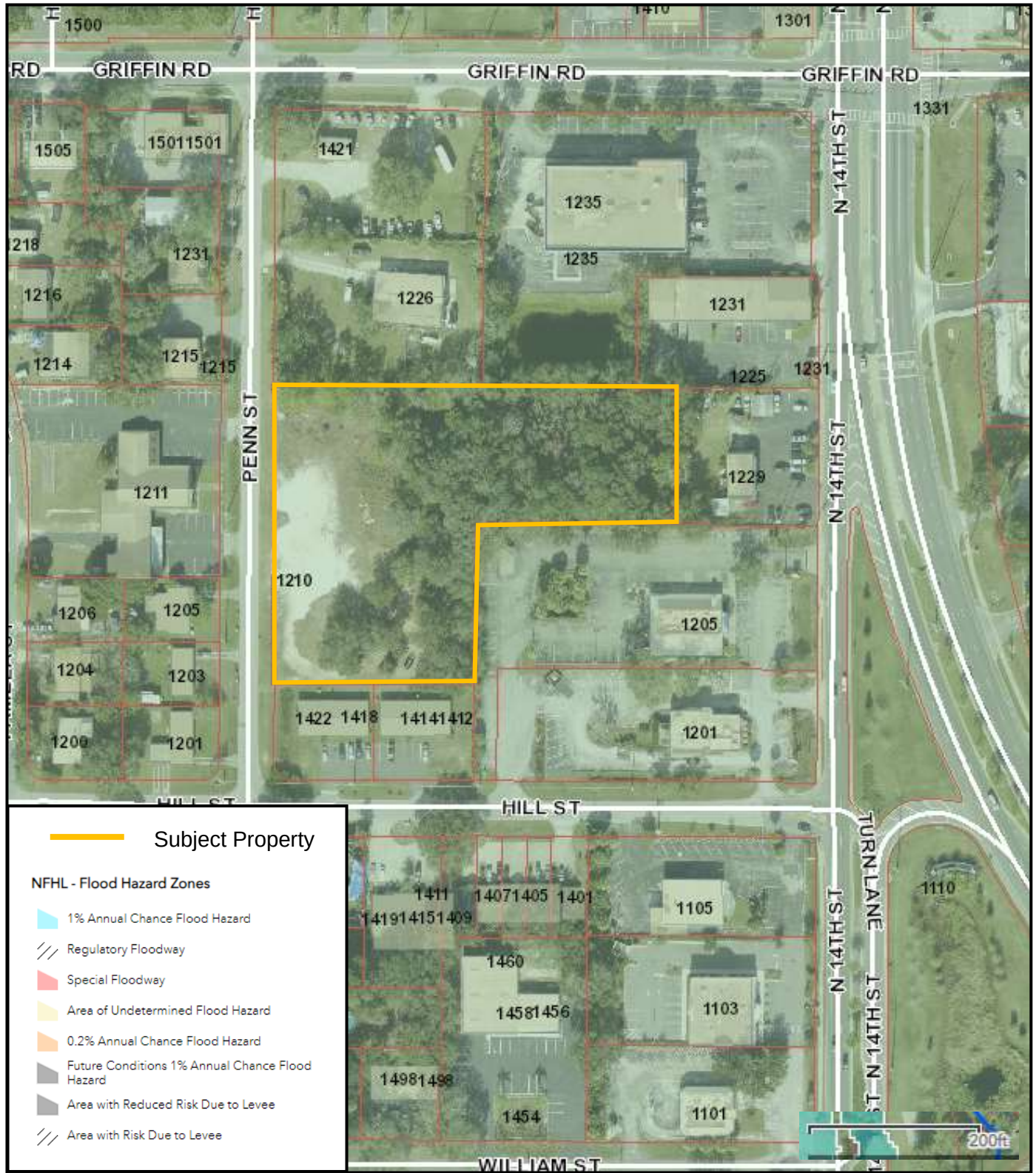


**Planning
& Zoning
Division**



Penn Street Habitat
SSCP-24-163; SPUD-24-175
Alternate Key #: 1773148
Section 22, Township 19 South, Range 24 East
May 28, 2024

Flood Zone

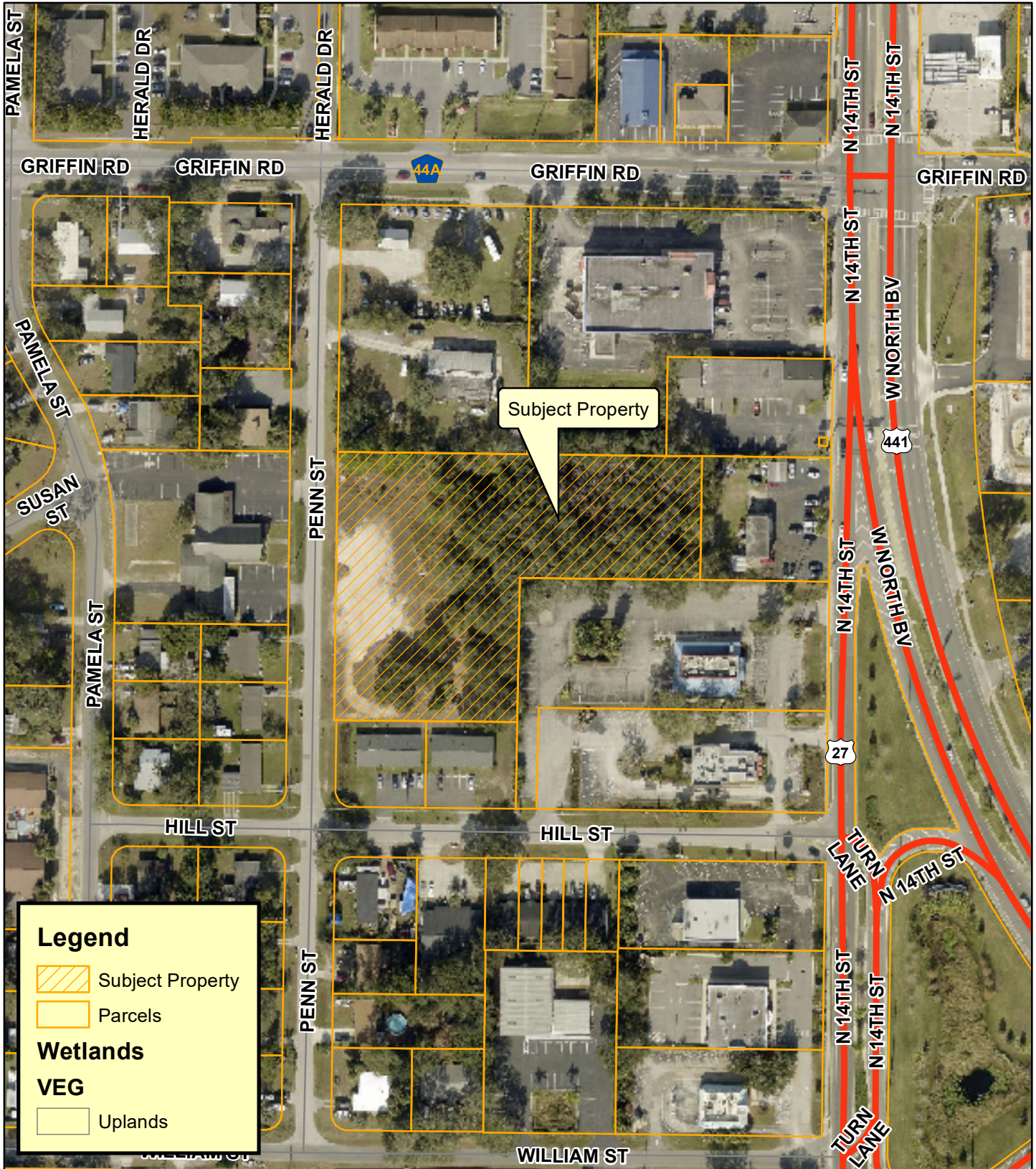


**Planning
& Zoning
Division**

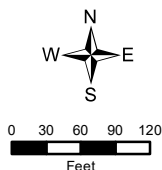


Penn Street Habitat
SSCP-24-163; SPUD-24-175
Alternate Key #: 1773148
Section 22, Township 19 South, Range 24
East May 28, 2024

Wetlands

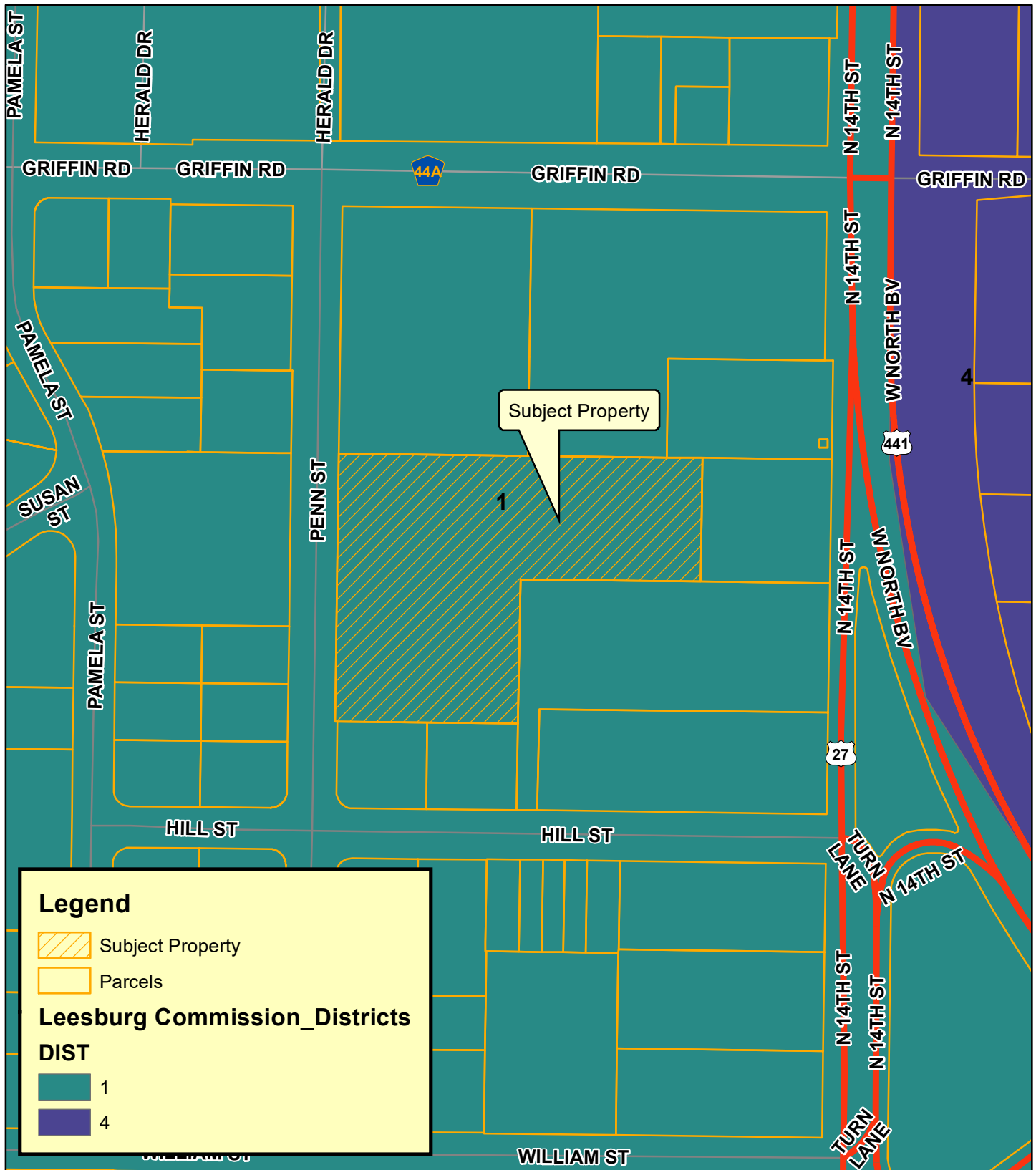


**Planning
& Zoning
Division**

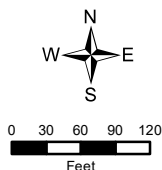


Penn Street Habitat
SSCP-24-163; SPUD-24-175
Alternate Key #: 1773148
Section 22, Township 19 South, Range 24 East
May 28, 2024

Commission District



**Planning
& Zoning
Division**



Penn Street Habitat
SSCP-24-163; SPUD-24-175
Alternate Key #: 1773148
Section 22, Township 19 South, Range 24 East
May 28, 2024



Close up of Sign on Property from Penn Street.



Looking north along Penn Street.



Looking east into the property across Penn Street.



Looking south along Penn Street.



Looking west across Penn Street.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.3.

Meeting Date: July 8, 2024

From: Al Minner, (City Manager)

Subject: An Ordinance of the City of Leesburg, Florida enacting Article VII - "School Zone Speed Enforcement," Chapter 21 of the City's Code of Ordinances; providing for purpose, intent and definitions; establishing a School Zone Speed Enforcement program and authorizing the use of speed detection systems within the City; providing for program implementation requirements and designation of school zones; providing for enforcement and administrative procedures; providing for severability; providing for conflicts; providing for codification; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the proposed Ordinance.

Analysis:

The purpose and intent of this Ordinance is to protect the health, safety, and welfare of City residents by authorizing the placement or installation and use of speed detection systems on roadways maintained as a school zone within City limits, to promote compliance with speed limits in school zones, and to adopt a quasi-judicial system to enforce violations. This Ordinance provides a supplemental means of enforcing unlawful speed violations in school zones and shall not prohibit a law enforcement officer from issuing a uniform traffic citation for a traffic violation in accordance with Chapter 316, Florida Statutes.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

There may be a financial impact to the City to adopt the ordinance, including the cost to publish the required legal notices. The future cost of implementation is indeterminate and will be dependent on the method of implementation and the future infraction and enforcement experience.

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA ENACTING ARTICLE VII – “SCHOOL ZONE SPEED ENFORCEMENT,” CHAPTER 21 OF THE CITY’S CODE OF ORDINANCES; PROVIDING FOR PURPOSE, INTENT, AND DEFINITIONS; ESTABLISHING A SCHOOL ZONE SPEED ENFORCEMENT PROGRAM AND AUTHORIZING THE USE OF SPEED DETECTION SYSTEMS WITHIN THE CITY; PROVIDING FOR PROGRAM IMPLEMENTATION REQUIREMENTS AND DESIGNATION OF SCHOOL ZONES; PROVIDING FOR ENFORCEMENT AND ADMINISTRATIVE PROCEDURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Chapter 166 of the Florida Statutes and Article VIII of the Florida Constitution authorizes the legislative body of each municipality to enact ordinances to protect the health, safety, and welfare of its residents; and

WHEREAS, on July 1, 2023, House Bill 657 (HB 657), as codified under Chapter 2023-174 of the Laws of Florida, went into effect, authorizing municipalities to use speed detection systems in accordance with certain technical specifications established by the Florida Department of Transportation to enforce the speed limit in a school zone at specified periods; and

WHEREAS, prior to utilizing speed detection systems to enforce eligible school zone speeding violations within its jurisdiction, municipalities are required to adopt an ordinance authorizing the placement and installation of speed detection systems and creating administrative and enforcement procedures for the use of speed detection systems at designated school zones; and

WHEREAS, prior to utilization of the speed detection system in any particular school zone, HB 657 also requires the governing body of the municipality to first determine whether a school zone constitutes a heightened safety risk that warrants additional traffic enforcement measures based on traffic data collected; and

WHEREAS, HB 657 provides that a municipality may issue notices of violation and may authorize a law enforcement officer or traffic infraction enforcement officer to issue uniform traffic citations for violations of sections 316.1895 and 316.183, Florida Statutes, that are captured by speed detection systems during specified time periods and further provides for notice to the registered owner of the subject vehicle, hearing procedures, appellate remedies, and the assessment and remittance of civil penalties and cost; and

WHEREAS, HB 657 requires municipalities that elect to operate school zone speed detection systems to implement a public awareness campaign at least 30 days before commencing with the enforcement of violations and to annually report information about the program to both the public and the Florida Department of Highway Safety and Motor Vehicles; and

WHEREAS, HB 657 restricts the location and use of speed detection systems to school zones that the municipality determines constitute a heightened safety risk warranting additional enforcement measures based on data or other evidence presented at a public hearing; and

WHEREAS, the City of Leesburg (the “City”) wishes to deter drives from speeding through school zones and provide a supplemental means for the enforcement of unlawful speed violations by enacting an ordinance to implement a school zone speed enforcement program; and

WHEREAS, HB 657 requires that before the City contracts or renews a contract with a vendor to place or install speed detection systems, the City must approve the contract or contract renewal at a regular or special commission meeting; the vendor contract may not be considered as part of the consent agenda as public input must be allowed; and

WHEREAS, at the time of adoption, the City has considered the relevant traffic data and other evidence presented, incorporated by reference, and submitted to the City Clerk as supplemental information to this Ordinance at the time of adoption, supporting the installation and operation of speed detection systems for certain school zones within City limits; and

WHEREAS, based upon the relevant traffic data and other evidence presented, the City has determined that each school zone where a speed detection system is to be placed or installed constitutes a heightened safety risk that warrants additional enforcement measures; and

WHEREAS, the City finds that motor vehicles speeding on a roadway maintained as a school zone during specified periods is an unacceptable hazard that threatens the health, safety, and welfare of students and pedestrians in the City and that enforcement of applicable speed limits in school zones during specified periods through the use of a speed detection system may reduce safety risks in school zones, which warrants implementation of school zone speed detection enforcement pursuant to the rules and regulations of Chapters 2023-174, Laws of Florida, and other applicable state law.

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

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

Section 2. Text Amendment. Chapter 21, Article VII, of the City of Leesburg Code of Ordinances is hereby created to read as follows:

ARTICLE VI. – SCHOOL ZONE SPEED ENFORCEMENT

Sec. 21-84 — Purpose and Intent

The purpose and intent of this Article is to protect the health, safety, and welfare of City residents by authorizing the placement or installation and use of speed detection systems on roadways maintained as a school zone within City limits, to promote compliance with speed limits in school zones, and to adopt a quasi-judicial system to enforce violations. This Article provides a supplemental means of enforcing unlawful speed violations in school zones and shall not prohibit a law enforcement officer from issuing a uniform traffic citation for a traffic violation in accordance with Chapter 316, Florida Statutes

Sec. 21-85 – Definitions

The terms below shall, for purposes of this article, have the meanings indicated:

Hearing procedures shall mean the procedures set forth under section 316.1896, Florida Statutes, governing noticing, scheduling, and conducting hearings before a Local Hearing Officer.

Law Enforcement officer shall mean, as defined by section 943.10(1), Florida Statutes, any person who is elected, appointed, or employed full time by a municipality or the state or any political subdivision thereof, who is vested with authority to bear arms and make arrests; and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the state.

Local hearing officer shall mean the City Code Enforcement Board, Special Magistrate, or other City appointee as permitted by law and as established by the City Commission through a resolution.

Motor vehicle shall mean, as defined by section 316.003, Florida Statutes, a self-propelled vehicle not operated upon rails or guideway, but not including any bicycle, electric bicycle, motorized scooter, electric personal assistive mobility device, mobile carrier, personal delivery device, swamp buggy, or moped.

Notice of violation shall mean the written notification sent to the registered owner of a vehicle after a school zone speed infraction by that vehicle has been captured by a speed detection system and thereafter reviewed and approved by a law enforcement officer or traffic infraction enforcement officer. A notice of violation must be in the form and include the contents prescribed by section 316.1896, Florida Statutes, as it may be amended.

School zone shall mean that portion of a street or highway established as a school zone pursuant to section 316.1895, Florida Statutes, as it may be amended.

School zone speed enforcement program shall mean the regulations and procedures governing the use of speed detection systems on roadways maintained as a school zone within the jurisdiction of the City, as provided for by applicable law and established by this Ordinance.

School zone speed infraction shall mean a violation of section 316.183 or 316.1895, Florida Statutes, captured by a speed detection system on a roadway maintained as a school zone during the hours provided for by applicable law and set forth in this Ordinance.

School zone speed limit shall mean the regularly posted or reduced posted speed limit within a school zone pursuant to section 316.1895, Florida Statutes.

Speed detection system shall mean a portable or fixed automated system used to detect a motor vehicle's speed using radar or LiDAR and to capture a photograph or video of the rear of a motor vehicle that exceeds the speed limit in force at the time of the violation. This term is synonymous with the term "Speed Detection System" defined in section 316.003(83), Florida Statutes, as it may be amended.

Traffic infraction enforcement officer shall mean a person who meets the qualifications established by section 316.640, Florida Statutes, as it may be amended.

Uniform traffic citation shall mean the citation issued to the registered owner of a vehicle for a school zone speed infraction, in the form and including the contents prescribed by sections 316.1896 and 316.650, Florida Statutes, as it may be amended.

Sec. 21-86 – Use of Speed Detection Systems

Pursuant to section 316.008(9), Florida Statutes, the City hereby elects to use speed detection systems on roadways properly maintained as a school zone to enforce speed limits within the City's jurisdiction. The City may utilize speed detection systems as a supplemental means of assisting law enforcement personnel in the enforcement of compliance with state law related to unlawful speed in school zones, in accordance with Chapter 316, Florida Statutes.

Sec.21-87 – Program Administration

- (a) The City Manager or City Manager's designee, in cooperation with the Leesburg Police Department and any necessary City staff as determined by the City Manager or City Manager's designee, is empowered to administer, and assist with the City's school zone speed enforcement program, consistent with the provisions of Chapter 2023-174, Laws of Florida, subject to any other applicable state law, this Article, and all corresponding City resolutions.
- (b) As permitted and defined by applicable law and corresponding resolution adopted by the City Commission, the City may designate its City Code Enforcement Board, Special Magistrate, or other City appointee as its Local Hearing Officer, who shall have jurisdiction to conduct proceedings in accordance with Chapter 2023-174, Laws of Florida, and section 316.1896, Florida Statutes, as such may be amended from time to time.
- (c) In accordance with Chapter 2023-174, Laws of Florida, and section 316.1896, Florida Statutes, as may be amended, the City Commission shall designate by resolution existing City staff to serve as the clerk to the Local Hearing Officer.

Sec. 21-88 – Program Implementation Requirements

- (a) Vendor Contract. Pursuant to section 316.0776, Florida Statutes, before the City contracts or renews a contract to place or install a speed detection system in a school zone, the contract or contract renewal must be approved by the City Commission at a regular or special City Commission meeting. The contract or contract renewal may not be heard on the consent agenda and the public must be allowed to comment pursuant to the City's public comment policies.
- (b) Installation and Operation of Speed Detection Systems. Pursuant to sections 316.008 and 316.0776, Florida Statutes, speed detection systems may be installed and operated only in the school zones designated by this Ordinance and/or subsequent amendments thereto.
- (c) Signage Requirements. The installation and operation of speed detection systems, including required signage, shall be in accordance with Chapter 316, Florida Statutes, all applicable regulations of the Florida Department of Transportation and the Florida Department of Highway Safety and Motor Vehicles, and the terms of any Memorandum of Understanding or other written agreement that may be entered into between Leesburg Police Department and/or the City and its vendor(s).
- (d) Public Awareness. Pursuant to section 316.0776, Florida Statutes, before notices of violation for school zone speed infractions may be issued, a public announcement and 30-day public awareness campaign of the initial proposed use of speed detection systems must be conducted. During the 30-day public awareness campaign, only a warning may be issued to the registered owner for a school speed zone infraction and a fine shall not be imposed.

Sec. 21-89 – Designation of School Zones

The City Commission finds that based upon the traffic data and other evidence presented at the public hearing this date of adoption, the school zones on the roadways surrounding the following schools constitute a heightened safety risk that warrants additional enforcement measures by installation or placement of speed detection systems pursuant to section 316.008, Florida Statutes. Subsequent speed detection systems may be approved for inclusion or removal via amendment to this Ordinance in accordance with applicable law.

Leesburg Elementary School
2229 South Street
Leesburg, Florida 34748

Oak Park Middle School
2101 South Street
Leesburg, Florida 34748

Carver Middle School
1198 Beecher Street

Leesburg, Florida 34748

Beverly Shores Elementary School
1108 Griffin Road
Leesburg, Florida 34748

Leesburg High School
1401 Yellow Jacket Way
Leesburg, Florida 34748

St. Paul's Catholic School
1330 Sunshine Avenue
Leesburg, Florida 34748

Lake Montessori
415 Lee Street
Leesburg, Florida 34787

Sec. 21-90 – Enforcement Procedures

- (a) General Powers. The Leesburg Police Department shall be authorized to enforce the applicable speed limit on a roadway properly maintained as a school zone pursuant to Chapter 2023-174, Laws of Florida, for violations of sections 316.183 and 316.1895, Florida Statutes, through the use of a speed detection system for the detection of speed and capturing of photographs or videos for violations in excess of 10 miles per hour over the speed limit in force at the time of the violation. The Leesburg Police Department Chief of Police or designee is responsible for establishing the business rules of procedure between the vendor and the City necessary for implementing this Section.
- (b) Review of Speed Detection System Information. Pursuant to section 316.1896, Florida Statutes, as may be amended, information captured by a speed detection system shall be reviewed by a law enforcement officer or traffic infraction enforcement officer.
- (c) School Zone Speed Detection System Violations. The applicable speed limit on a roadway properly maintained as a school zone may be enforced through the capturing of a violation by a speed detection system as follows:
 - (i) For a violation of section 316.1895, Florida Statutes, in excess of 10 miles per hour over the school zone speed limit which occurs within 30 minutes before through 30 minutes after the start of a regularly scheduled breakfast program.

- (ii) For a violation of section 316.1895, Florida Statutes, in excess of 10 miles per hour over the school zone speed limit which occurs within 30 minutes before through 30 minutes after the start of a regularly scheduled school session.
 - (iii) For a violation of section 316.183, Florida Statutes, in excess of 10 miles per hour over the posted speed limit during the entirety of a regularly scheduled school session.
 - (iv) For a violation of section 316.1895, Florida Statutes, in excess of 10 miles per hour over the school zone speed limit which occurs within 30 minutes before through 30 minutes after the end of a regularly scheduled school session.
- (d) Notice of Violation. A notice of violation must be sent to the registered owner of the motor vehicle involved in the violation as provided under section 316.1896, Florida Statutes.
- (e) Hearing Procedures and Appeals. Hearings to contest notices of violations shall be held in accordance with the requirements of Chapter 2023-174, Laws of Florida, and sections 316.0083(5) and 316.1896, Florida Statutes. An aggrieved party may appeal a final administrative order of the Local Hearing Officer in accordance with section 316.1896, Florida Statutes.
- (f) Defenses and Penalties. The enforcement of school zone speed infractions including the issuance of notices of violation and uniform traffic citations, the processing of affidavits to assert an exception to liability, and the assessment of fines and costs must comply with section 316.1896, Florida Statutes. In accordance with section 316.1896(14)(e), Florida Statutes, the Local Hearing Officer must assess the statutory authorized penalty if the registered owner is found in violation and may also require the registered owner to pay municipal costs not to exceed \$250 per violation. A registered owner who receives a notice of violation may, within 30 days:
 - (i) Pay the fine of \$100.00, as fixed by section 318.18(3)(d), Florida Statutes, as it may be amended; or
 - (ii) Submit an affidavit establishing an exception to liability pursuant to section 316.1896(8), Florida Statutes, as it may be amended; or (iii) Request a hearing.
- (g) Issuance of a uniform traffic citation. A law enforcement officer or traffic infraction enforcement officer shall be authorized, pursuant to section 316.1896, Florida Statutes, to issue a uniform traffic citation for violations of sections 316.1895 or 316.183 as authorized by section 316.008(9), Florida Statutes. If the registered owner of a vehicle does not timely pay the fine reflected on the notice of violation,

submit a sufficient affidavit, or request a hearing, a uniform traffic citation must be issued by a law enforcement officer or a traffic infraction enforcement officer to the registered owner and transmitted to the Lake County Clerk of the Court for disposition by the county court.

Sec. 21-91— Collection of Evidence, Public Records, and Retention Requirements

In accordance with section 316.1896, Florida Statutes, a speed detection system in a school zone may not be used for remote surveillance. The collection of evidence by a speed detection system to enforce school zone speed infractions, or user-controlled pan or tilt adjustments of speed detection components, do not constitute remote surveillance. Recorded video or photographs collected as part of a speed detection system in a school zone may only be used to document school zone speed infractions and for purposes of determining criminal or civil liability for incidents captured by the speed detection system incidental to the permissible use of the speed detection system. Any recorded video or photograph obtained via a speed detection system must be destroyed within 90 days after the final disposition of the recorded event, pursuant to section 316.1896, Florida Statutes. Written notice that such records have been destroyed must be provided by December 31st of each year to the City by its speed detection system vendor. All public records related to the administration of this Section must be maintained in accordance with Florida law and all requests for such records must be addressed in accordance with Chapter 119, Florida Statutes, and any other applicable state law.

Sec. 21-92 – Annual Reporting Requirements

The City, with the assistance of Leesburg Police Department and/or the vendor, will annually report on the City's school zone speed enforcement program to the public and to the Florida Department of Highway Safety and Motor Vehicles in accordance with sections 316.0776 and 316.1896, Florida Statutes, as they may be amended.

Pursuant to section 316.0776 (3)(c), the compliance or sufficiency of compliance with this requirement may not be raised in a proceeding challenging a notice of violation for a school zone speed infraction.

Sec. 21-93 – Collected Fines and Costs

All fines and costs collected pursuant to this Article must be remitted in accordance with sections 316.1896 and 318.18, Florida Statutes, and any other relevant state law.

Sec. 21-94 – School Crossing Guard Recruitment and Retention Program

Pursuant to section 316.1894, Florida Statutes, as may be amended, the law enforcement agency having jurisdiction over a municipality conducting a school zone speed detection system program authorized by section 316.008(9), Florida Statutes, must use funds generated pursuant to section 316.1896(5)(e), Florida Statutes, from the school zone speed detection system program to administer the School Crossing Guard Recruitment and Retention Program. Such program may provide recruitment and retention stipends to crossing guards at K-12 public schools, including charter schools, or stipends to third parties for the recruitment of new crossing guards. The School

Crossing Guard Recruitment and Retention Program must be designed and managed at the discretion of the law enforcement agency.

Section 3. Severability and Conflicts. The provisions of this ordinance are severable, and it is the intention of the City Commission of the City of Leesburg, Florida, to confer the whole or any part of the powers herein provided. If any court of competent jurisdiction shall hold any of the provisions of this ordinance unconstitutional, the decision of such court shall not impair any remaining provisions of this ordinance.

Section 4. Code Inclusion. The provisions of this Ordinance shall become and be made part of the City of Leesburg Code of Ordinances, that the sections of this Ordinance may be renumbered to accomplish such intention, and that the word Ordinance shall be changed to Article, Section, Subsection, or other appropriate word as may be applicable.

Section 5. Effective Date. This Ordinance shall take effect five (5) days after its final adoption by the City of Leesburg Commission.

PASSED AND ADOPTED this ____ day of _____, 2024 by the City Commission of the City of Leesburg, Florida.

James A. Burry, Jr., Mayor

ATTEST:

City Clerk

Approved as to form:

William Grant Watson, City Attorney

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.1.

Meeting Date: July 8, 2024

From: Al Minner, (City Manager)

Subject: Selection of Voting Delegate for Florida League of Cities 2024 Conference

Staff Recommendation:

Analysis:

The Florida League of Cities Annual Conference will be held on August 15-17. This conference provides valuable educational opportunities to help Florida's city officials serve their citizenry more effectively. Each municipality designates one person to be its voting delegate. Election of League leadership and adoption of resolutions are undertaken during the business meeting at the conference. The voting delegate from each municipality will make decisions that determine the direction of the League.

The Commission may appoint any of the five members to serve as the official voting delegate.

Procurement Analysis:

Options:

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

Fiscal Impact:

None



To: Key Official

From: Eryn Russell, Florida League of Cities

Date: June 10, 2024

Subject: 2024 Annual Conference Voting Delegate Information

The Florida League of Cities Annual Conference will be held at the Diplomat Beach Resort in Hollywood, Florida, from August 15-17, 2024. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

We ask that each member municipality sending delegates to the Annual Conference designate one of their officials to cast their votes at the Annual Business Session, which will be held on **Saturday, August 17**. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will vote on matters affecting the League.

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

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

If you have any questions about voting delegates, please email erussell@flcities.com.
Voting delegate forms must be received by the League no later than July 31, 2024.

Attachments: Form Designating Voting Delegate



2024 Annual Conference
Florida League of Cities, Inc.
August 15-17, 2024
Hollywood, Florida

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

Please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 31, 2024.**

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Delegate Email: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:

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

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.2.

Meeting Date: July 8, 2024

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida appointing a member to the General Employees Retirement Board of Trustees; and providing an effective date.

Staff Recommendation:

Appoint one member to the General Employees Retirement Board of Trustees for a three-year term to expire August 1, 2024.

Analysis:

The General Employee's Pension Board consists of seven trustees, one of whom shall be a resident of the City appointed by the City Commission. Each trustee serves a three-year term.

Mr. Alfred Haliday, Jr., originally appointed to this position in 2003, is the current trustee whose term expires August 31, 2024. Mr. Haliday has expressed a desire to continue to serve on this Board. His application for re-appointment to this board is attached for review.

One other application was received; however, the address is outside the corporate city limits of Leesburg.

An advertisement ran in the Leesburg Daily Commercial on June 9, 2024, and June 16, 2024, as well as on the City's website and Social Media.

Procurement Analysis:

N/A

Options:

1. Appoint One member to the General Employee's Pension Plan Trustee Board; 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 APPOINTING A MEMBER TO THE GENERAL EMPLOYEES
RETIREMENT BOARD OF TRUSTEES; AND PROVIDING AN EFFECTIVE
DATE.**

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

THAT the City Commission hereby appoints _____ to the Board of Trustees, for the General Employee's Pension Plan for a three-year term expiring August 31, 2027.

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 8th day of July 2024.

Mayor

ATTEST:

City Clerk

City of Leesburg
Appointed Boards & Commission Application

Date: 06/11/2024

Name: Alfred C Haliday Jr.

Home Phone: 352-874-5952

Mailing Address:

1420 Mosswood Drive, Leesburg, FL 34748

Home Address:

1420 Mosswood Drive, Leesburg, FL 34748

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:

Certified Public Accountant, retired.

Professional Organizations/Memberships:

American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants.

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

If yes, Dates Served 2004 through 2024

Name of Board or committee:

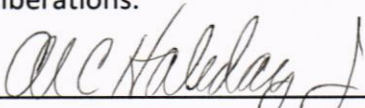
☐ Library Board ☐ Historic Preservation Board ☐ Planning Commission

☐ 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



Date

Return to: City Clerk's Office City of Leesburg

P.O. Box 490630

Leesburg, FL, 34739-0630

PRINT ONLY For information of how to use this form. Contact: City Clerk

RECEIVED
JUN 17 2024
BY: CC off