

AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, JULY 14, 2025 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. Please note that issues raised during this time will not be discussed in detail during the current meeting. They will either be referred to the appropriate staff or scheduled for consideration at a future City Commission Meeting. Each speaker is allocated three minutes to provide their comments. Kindly adhere to this time limit to ensure equal opportunity for all participants and to support the efficient conduct of the meeting. Thank you!

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 9, 2025

2. Regular meeting held June 23, 2025

B. PURCHASING ITEMS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Design Contract Amendment Number 1 with Jones Edmunds for additional engineering services on the LS-72 Bypass Force Main Project in the amount of \$153,590; and providing an effective date.**

C. RESOLUTIONS:

- 1. Resolution of the City Commission and the City of Leesburg, Florida to authorize the City of Leesburg and Leesburg Police Department to outsource the School Crossing Guards to All City Management Services (ACMS); and providing an effective date.**
- 2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute the Fourth Amendment to the Interlocal Agreement between Lake County, Florida and the City of Leesburg relating to the provision of library services; and providing an effective date.**
- 3. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and TLC Banning Ranch LLC, regarding natural gas service to the development known as Banning Ranch – Phase 4A; and providing an effective date.**
- 4. 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 TLC Banning Ranch LLC, regarding natural gas service to the development known as Banning Ranch – Phase 4B; and providing an effective date.**
- 5. Resolution of the City Commission of the City of Leesburg, Florida, designating the City Manager or their designee as the Administrative Authority to approve Plats and Replats pursuant to Section 177.071, Florida Statutes, as amended by Senate Bill 784 (2025); providing for conflicts, severability, and an effective date.**
- 6. Resolution of the City Commission of the City of Leesburg, Florida, executing and submitting the Certification of Taxable Value for Fiscal Year 2025-26 to the Lake County Property Appraiser; and providing an effective date.**

7. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and M&C Hunt LLC, regarding natural gas service to the development known as Huntington Oaks; and providing an effective date.**
8. **Resolution of the City Commission of the City of Leesburg, Florida, amending the Fiscal Year 2024-25 Budget for the General, Carver Heights CRA, Electric, Gas, Airport and Fleet Services Funds for the Third Quarter; and providing an effective date.**
9. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and Forestar Group, Inc., regarding natural gas service to the development known as Orange Bend Ranch Pod 2; and providing an effective date.**
10. **Resolution of the City Commission of the City of Leesburg, Florida approving execution of a Vacant Land Contract for purchase of certain real property located on William Street and described more particularly in the contract; and providing an effective date.**
11. **Resolution of the City Commission of the City of Leesburg, Florida, approving and authorizing execution of a corrective warranty deed regarding certain real property that was intended to be conveyed to Leesburg 470, LLC by warranty deed recorded in O.R. Book 5222, Page 1759, Public Records of Lake County, Florida, to correct a scrivener's error in the legal description; and providing for an effective date.**

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

During Public Hearings and Non-Routine Items, the Commission requests that those in attendance respect the process and maintain order. As such, in accordance with Robert's Rules of Order, please refrain from speaking out, cheering, or applauding during these proceedings. Your cooperation helps ensure a fair and respectful hearing.

A. SECOND READING OF ORDINANCES:

1. **An Ordinance of the City of Leesburg, Florida, adding a PDO (Planned Development Overlay) to the C-3 (Highway Commercial) Zoning on approximately 0.81 +/- acres to allow for outdoor storage uses for a property generally located west of Richey Road and south of W Main Street, lying in Section 28, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Richey Road PDO)**

B. FIRST READING OF ORDINANCES:

- 1. An Ordinance of the City of Leesburg, Florida pursuant to Section 196.1978(3)(o), Florida Statutes, electing to not exempt property under Section 196.1978(3)(d)1.a., Florida Statutes, commonly known as the "Live Local Act Property Tax Exemption" for certain multifamily rental units; providing for findings; providing for opt-out; providing for applicability; providing for advertising and notice to the Property Appraiser; providing for no Waiver of Rights; providing for an effective date and expiration; providing for severability and conflicts; and providing for an effective date.**
- 2. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 24.43 +/- acres; and being generally located west of U.S. Highway 27 and north of Ronald Reagan Turnpike, lying in Sections 6, 7, and 12, Township 21 South, Range 24 and 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Dilly Lake MF & Gas ANNX)**
- 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 24.43 +/- acres from Lake County Regional Office to City of Leesburg General Commercial, for a property generally located west of U.S. Highway 27 and north of Ronald Reagan Turnpike, lying in Sections 6, 7, and 12, Township 21 South, Range 24 and 25 East, Lake County, Florida; and providing an effective date. (Dilly Lake MF & Gas SSCP)**
- 4. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 24.43 +/- acres from Lake County PUD (Planned Unit Development) and to City of Leesburg PUD (Planned Unit Development) to allow for the development of 300 multi-family dwelling units and convenience store with 16 fueling stations, for a property generally located west of U.S. Highway 27 and north of Ronald Reagan Turnpike, lying in Sections 6, 7, and 12, Township 21 South, Range 24 and 25 East, Lake County, Florida; and providing an effective date. (Dilly Lake MF & Gas PUD)**
- 5. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 90.28 +/- acres; and being generally located west of U.S. Highway 27 and south of the Florida Turnpike, lying in Section 12, Township 21 South, Range 14 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. (Kalos ANNX)

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 real property consisting of approximately 90.28 +/- acres; and being generally located west of U.S. Highway 27 and south of Florida Turnpike, lying in Section 12, Township 21 South, Range 14 East, Lake County, Florida; and providing an effective date. (Kalos LSCP)**
7. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 90.28 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for a mixed-use development, for a property generally located west of U.S. Highway 27 and south of Florida Turnpike, lying in Section 12, Township 21 South, Range 14 East, Lake County, Florida; and providing an effective date. (Kalos PUD)**

C. NON-ROUTINE ITEMS:

1. **Selection of Voting Delegate for Florida League of Cities 2025 Conference**
2. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the ratification of the Collective Bargaining Agreements for Re-Openers with the Florida Police Benevolent Associations, Inc. for Officers/Detectives and Corporals/Sergeants; and providing an effective date.**
3. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Ratification of the Collective Bargaining Agreement for Re-Opener with the Professional Firefighters of Leesburg Local 2957, IAFF, AFL-CFO-CLC; 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:

A. FY 26 Budget Update

10. ROLL CALL:

11. ADJOURN:

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

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

**AGENDA MINUTES
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, JUNE 9, 2025 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, June 9, 2025, at Leesburg City Hall. Mayor Reisman called the meeting to order at 5:30 p.m. with the following members present:

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

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 the Pledge of Allegiance to the Flag of the United States of America were held at the Carver Heights Montclair Area Community Redevelopment Agency meeting held 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: Maia Pegues, Fire

Ten Years: Paul Austin, Finance Director

Fifteen Years: Shawn Archie, Solid Waste Commercial; and Gustavo Escalante, Police

Twenty-Five Years: Stephen Lueallen, Solid Waste

Thirty-Five Years: Christopher Adkins, Electric Distribution; Bobby Boyd, Electric Distribution; and James Gentles, Wastewater Lift Stations

Forty Years: Steve Rockefeller, Police

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

4. PUBLIC COMMENTS:

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Michael Ann Hussan of 8601 East Dewey Robbins Road, spoke about the impact of growth and asked the commission to please stop and think about their quality of life.

5. CONSENT AGENDA:

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Commissioner Pederson moved to adopt the Consent Agenda as presented and Commissioner Berry seconded the motion.

The roll call vote was:

Commissioner Connell	Yes
Commissioner Burry	Yes
Commissioner Pederson	Yes
Commissioner Berry	Yes
Mayor Reisman	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 27, 2025

B. PURCHASING ITEMS:

1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Services Agreement with Aftermath Disaster Recovery, Inc., TRF Enterprises, Inc., and Southern Disaster Recovery, LLC for emergency disaster debris removal and disposal services; and providing an effective date.

ADOPTED RESOLUTION 12,042

2. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Services Agreement with Rostan Solutions, LLC., and DebrisTech, LLC., for emergency disaster debris monitoring services; and providing an effective date.**

ADOPTED RESOLUTION 12,043

3. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute Amendment One to the existing contract with J WALTON MOWING, INC.; and providing an effective date.**

ADOPTED RESOLUTION 12,044

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the approval to reimburse a portion of the Developer's (Leesburg Development III, LLC) cash payment, regarding the electric service to the development known as Lake Griffin Reserve Subdivision; and providing an effective date.**

ADOPTED RESOLUTION 12,045

2. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an agreement between the City of Leesburg and the Florida Department of Transportation (FDOT), regarding execution of the RISA (Roadway Illumination Services Agreement) for the capital costs associated with the purchase and installation of lighting; and providing an effective date.**

ADOPTED RESOLUTION 12,046

6. **PUBLIC HEARINGS AND NON-ROUTINE ITEMS:**
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A. SECOND READING OF ORDINANCES:

- 1. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 37.48 +/- acres; and being generally located east of Radio Road and north of U.S. Highway 441, lying in Section 01, 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. (Old Mill Subdivision ANNX)**

DENIED ORDINANCE 25-25

Mayor Reisman asked the city attorney to perform the swearing-in ceremony. **CA Watson** asked anyone in attendance wishing to provide testimony on 6.A.3 to stand and raise their right hand. He swore them all in.

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

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

Mayor Reisman requested comments from the Commission and the audience.

PZD Miller stated the overall proposal is for 37.48 plus or minus acres. It is generally located east of Radio Road and north of Highway 441. It is a request for annexation, small-scale comprehensive plan, and a PUD (planned unit development) zoning. The future land use in this case is a request to go from Lake County Urban Low to City of Leesburg Estate. The zoning would go from Lake County Agriculture and Urban Residential to the City of Leesburg PUD. The request is for a future development of 142 single-family units divided into townhomes and single-family homes. One hundred and ten single-family detached with thirty-two single-family attached townhomes for a total of 142. There is a two-floor maximum height and no other uses besides the single family detached and attached within the proposal. Sixty-seven of the lots on the detached would be six thousand square feet and forty-three would be seventy-two hundred square feet. The minimum house sizes are seventeen hundred and eighteen hundred for the different lot sizes. The townhouse units would be twenty feet in width with fourteen-hundred square feet home sizes. There is a minimum of two off-street parking spaces for each unit and there is some provision for additional parking in the concept plan for the attached units. Under the design and architectural standards there will be architectural requirements under the PUD for all the constructed units, and they have a list of five different features to choose from. Thirty-five percent of the property has to be open space and there are dark sky lighting requirements in place. There is a split rail fence required where development is adjacent to the subject property and Bahia or Bermuda grass is required instead of St. Augustine. There will be two trees on each lot. There are signage requirements and the access point is currently being requested from Radio Road with a boulevard-style entryway. In addition, the applicant is offering a wall which would need to be written into the PUD. Under recreational requirements, there are requirements for twenty-eight thousand four-hundred square feet devoted to a separate recreation area which is set aside for amenities such as a children's playground, trails, dog parks, pavilions, and those types of things. There is a requirement for walking trails around the retention areas. Under city department responses, there were no substantial comments received. Lake County Public Works had a

significant number of comments, and they went over those in the planning commission hearing. These include additional right and left-hand lanes on Radio Road along with additional right of way needed by the County in order to accommodate any necessary off-site improvements. A sidewalk along Radio Road and right-of-way donation and permitting from their public works. That is a summary, but there were a significant number of comments received. The city received a letter from the Lake County Board of County Commissioners (BoCC) which restated the requirements of the public works comments. City staff did go over the requirements at the planning commission and again those comments were summarized here for the record. Also, the City of Leesburg, through the PUD process, does require the developer to upgrade the roadway anywhere there is construction for the roadway where there is an impact that meets Lake County standards. So, city staff fully support and coordinate at a staff level with Lake County. Under public responses, there were significant concerns about this project from the public, particularly regarding access to the site and wetlands immediately south of this site. Those concerns included; this proposed roadway which goes from Radio Road into the property where the building would go if it was approved. The concerns included wildlife, wetlands, flooding, noise, privacy, property values, security and quality of life. Again, that was a summary, but there were significant discussions at the planning commission and at the first reading of the city commission. City staff asked the applicant to conduct a neighborhood meeting, which they did. The school board noted that the project is subject to school concurrency review which would come in the form of a mitigation agreement. It would require that there be adequate stations available for the children at the time that the project has an impact. There is the standard phasing or expiration clause which requires the developers to move forward with substantial commencement within four years or forty-eight months, or it would automatically revert to RE-1, one acre per unit zoning code requirements. All of this would be required to be on city water and wastewater. The planning commission did recommend approval after a lengthy discussion, and they asked that the following conditions be included with an approval; the access road would be located as far to the south as possible. That a speed table with full walls on the north side of the access road and the sidewalk would only be on the south side of the access road. If the commission chooses to approve this proposal, staff would request that the changes be allowed to be incorporated into the document. If the commission chooses not to approve this proposal, then the request would be mute. Logan Opsahl of the firm Lowndes, Drosdick, Doster, Kantor & Reed out of Orlando was present to represent the case. **Mayor Reisman** asked if there were any questions by the commission. There were none.

Logan Opsahl of Lowndes, Drosdick, Doster, Kantor & Reed, 215 North Eola Drive, Orlando, said, referring to slides, that he provided a snapshot of the assemblage, and they have four overall parcels. Of course, the one that they will talk about most is the one that runs east to west, because that is where the proposed access would go. They also looked at alternatives, and he would be happy to answer any questions, but he wanted to outline the various parcels and how that make up the overall project tract being presented. They are here tonight seeking approval of three items; and they would note in the staff report that this property is within the municipal planning area which is subject to the interlocal service boundary agreement (ISBA) that was negotiated and executed between the City and Lake County in November 2014. What the ISBA did was specifically contemplate areas within unincorporated Lake County and this is one of them which would be planned to be annexed into the City for the provision of utilities. This particular assemblage of parcels is one such property that has been identified by the ISBA for annexation.

He provided a snapshot of the current entitlements under Lake County, and they have urban medium land use designations throughout the assemblage. He also provided an aerial map which showed a zoom out from the City of Leesburg's land-use map perspective. There are some minor areas that still have agricultural zoning, but the remainder and bulk of the area is R-6, which is the residential medium entitlement designated under Lake County. They are requesting a PUD for future land use and rezoning, which is a down zoning from a density perspective, but it would allow for some of the items that were

recommended by the planning commission and to effectuate some of the items that they heard as a result of the neighborhood meeting relating to the wall landscaping and sidewalk. He provided a rendering of the city's zoning map with the subject property identified and the concept plan being shown outlines the thirty-two townhomes and one-hundred and ten detached single-family lots. He showed a brief comparison of the existing entitlement under the county verses what is being proposed from a density zoning and future land use perspective, with a note that the annexation is for the provision of utilities, specifically water and sewer, per the terms of the interlocal service boundary agreement. They held a community meeting on March 5, 2025, where they talked about the access alternatives, and fielded some of the questions, comments and concerns. A site walk was conducted on March 14, 2025, and the concerns were well outlined by the planning and zoning director as it related to there being a wetland to the south of the existing Stonegate community which the access would go across. They have provided, as part of the consideration of those concerns, a commitment to locate the access road as southerly as possible with the understanding that the water management district would be permitting this. They would work with that jurisdiction to make sure that the road is as southern as possible from the existing residential areas and allow for the ordinary flow that is expected and required underneath those roadways.

He wanted to revisit the concept plan so they could visualize the access road. It is important to note the history of property and the historical access and how they are looking at that in terms of providing access as part of this request. There were a number of old platted rights of way, but those have been petitioned for and approved for a vacation of those rights of way, so they no longer exist. They have looked through it, and it was their understanding and belief through discussions with the County that there is no legal mechanism to revisit those rights of way once they have been vacated. Again, those rights of way have been properly vacated by Lake County. It is obvious that there is wetland along Radio Road, so there are some pockets of dry areas and one of the suggestions they heard is what is illustrated for access. They approached the mall property and other private property owners to facilitate a potential acquisition to allow and effectuate those alternative accesses. That was not a possibility as they had come to learn from those individuals. He understands there have been conversations with staff from residents along with the mall management, but he wanted to confirm that they have approached those sellers and the private property owners, and they would not allow access to the property because they are not under their ownership. Currently, there is platted access through the Stonegate community, which exists today as part of a court case. The courts granted them easement by necessity, which is a common law remedy that allows for access to the property. When looking at access to the property, what services it today would go through the Stonegate subdivision. It goes without saying that this is not the preferred alternative by the residents or the applicant. By virtue of this PUD, they would surrender that access and allow for east to west access across that skinny parcel. There are set perimeters and considerations of which a judge sitting in a competent jurisdiction can consider in granting easement by necessity. There are a number of those things delineated in common law, but they are proximity to the nearest right of way, existing topographical conditions, site conditions. These are the types of considerations, and it does make walking around sense. We want the easiest and most direct access, but those were the considerations granted, and the current access goes through the Stonegate subdivision. Again, it is not preferred by any party, and this PUD would forego that access. It would allow what is being proposed, which is east-to-west, access to Radio Road. Another option is the purchase of a parcel through private ownership, but unfortunately, this was something that was not made available to us by the existing seller. It would also propose additional impacts to wetlands that run along Radio Road. We worked hard to accommodate as best we could, and we would move access as far south as possible.

He provided another slide that referenced another private parcel that they were unable to get control of. However, what they are proposing as an outcome of the planning commission is to move the access road as southerly as possible on the parcel that they do own. He wanted to acknowledge and point out that

there are wetlands to the south of the Stonegate community on our parcel. He appreciated and vocalized that it was not preferred to put a road through a wetland. There is quite a lot of consideration and permitting that needs to take place with the water management district. It has to happen. They have to work with them to get this permitted and do it right. He wanted to acknowledge that because many of the folks live in this community, and they are most affected by this topic as it relates to this project. He noted that he absolutely appreciated the concern that has arisen out of this and they, as the applicant team, will work to accommodate that as best we can on the parcels that we own. They are working to accommodate those things within their power through working with the city and with the water management district to permit that access road. With this project on a holistic level of whether it would be developed, he did not think that it was ever a topic of conversation. They can see that it is fully developable, and it has certain entitlements. However, the question for this body is how can we effectuate and allow for the improvement of these parcels in accordance with a development program that meets city code. They have already worked with city staff for several months to accommodate the considerations and conditions that are being proposed as part of this development program and PUD. As part of those conversations, and the planning and zoning director outlined this in his review, they would like to accommodate an 8-foot pre-cast wall with some landscaping, and they would conceptualize that for you a bit. It was noted during the last meeting that their understanding was that there are no second-story homes along this road, and they showed one image that showed what it would look like from the top looking down. He removed that slide because it was his understanding that there are only one-story homes along this access road. They would provide additional landscaping that would be placed behind the 8-foot pre-cast wall. They removed a sidewalk that was previously part of the PUD ordinance to allow for additional landscaping. There is a sidewalk along the access road, but they wanted to remove the sidewalk along Stonegate to allow for additional landscaping and the wall. They are proposing landscaping on both sides of the road along Stonegate. There is an existing retaining wall in the Stonegate community, and they are proposing an 8-foot masonry wall. They are putting that as close to the northern property line as possible. A question was previously asked about the in-between space and what to do with it. He would say they are open to the commission's considerations, but one suggestion was to allow it to be maintained in a natural condition and grow as it does today. Another was who would maintain that area and their HOA would, if preferred, in order to keep that area clear. However, they are open to suggestions. He asked for a few minutes to respond to public comments, and he would be happy to answer any specific questions. **Mayor Reisman** asked for public comments on this item.

Public Participants:

Frank Stanfield - Oppose	Allen Chen - Oppose	Louise Chen - Oppose
Lisa Hayden - Oppose	Ray Hayden - Oppose	Angela Chambliss - Oppose
Peter Kehde - Oppose	Angie Langley on behalf of Jim Collins, Foshay Construction - Support	Lorine Davey - Oppose

Mayor Reisman closed public comments and asked the developer if he wanted to respond to the comments. **Mr. Opsahl** thanked everyone for their comments. One of the points was access through the neighborhood, and we talked about that. They know that is not preferred and Stonegate is a gated community. When they looked at this project and the access, there is an existing width of the allowed access that exists today through that community to service this property. There are certain code considerations that need to go into access to this project and this PUD allows for alternative access, and it would vacate the existing access. It is important to note what needs to occur to allow for access moving forward. It does need to be done through a court of law and those prongs of considerations on proximity to right of way, code requirements, and all of those things weigh heavily on granting access. This is an

opportunity to remove that access through the neighborhood, which is not preferred. Wildlife is an important consideration, and it was mentioned in the staff report we also talked about at the planning commission and at first reading. The proposed road as part of this project is in a portion that will provide as minimal impact on the wetlands as possible. Some of the alternatives that we went through, and the four alternatives, have proposed much greater impacts on the wetlands. Those are the same considerations that we are required to accommodate when we go for our permit at the water management district. The comment was made that it is challenging. We understand that water management district permitting is difficult and considerations with flooding and water flow as they exist today, and during a hurricane, all of those things are gone over when we apply for the permit from the water management district. All of those things require engineering and extensive permitting. We are not eliminating a wetland by virtue of this access road. It does have some impacts which were outlined, but that is not an elimination of the wetland. It accommodates it by allowing for access. A lot of discussion around the wall was talked about in the community meeting and the wall was something proposed because Stonegate is a gated community. The wall was being proposed as a way to provide additional screening of the access road and security. If the wall was something they would like to remove, they would be happy to agree to that and provide additional landscaping. There was a discussion about the topo and the access road and how it needed to be built up. They saw the flood plain and all of those things, but he wanted to allow the project engineer to speak to them briefly because he thought it would be helpful to talk about the elevations.

Chuck Hyatt of 902 North Sinclair Avenue, Tavares, said the wall was used as a visual. Currently, the elevation of the wetland that they would go through is at elevation sixty-five. Assuming the floor is at sixty-five, the one-hundred-year flood is sixty-nine. They have to be a foot above the one-hundred-year flood at seventy. The finished floor of the houses that exist today at Stonegate is at seventy-five, which is the top of the roof. They are still five feet lower than the wall from the existing residence. He wanted to put that in perspective for the commission as far as elevation differences. When they say we are raising the road, we are. We are raising it five feet. We are still five feet lower than the wall in their backyards. If the eight-foot wall was put in, it would really only be three feet higher than their existing wall. It is not eight feet above their backyard. It would only be three feet, but looking from their backyard they would be looking at an eight-foot concrete wall. That is the visual of the wall.

Mr. Opsahl finalized his response by expressing his gratitude for taking the time to be there. He has been through a lot of these, and it is not every day when there is public comment that actually has concrete suggestions and alternatives about the access road. Clearly, some time and consideration was put into alternatives by the residents and the applicant team. All we can do is present a project that meets the city code. We have pursued alternatives to no avail. Annexation was discussed, but when they consider this subject property, the existing entitlements and the interlocal service boundary agreement do not look at the short range; they look at the long range. This property is designated for annexation to allow for utilities, water and sewer. That was a part of an agreement that was adopted by ordinance in 2014. Under the ISBA, annexation is necessary to extend utilities to the property. Florida Statute Chapter 171 deals with annexation and that is the main consideration in the ISBA. It actually requires sound planning, which is what they call efficient provision of services and accommodation of growth. They were there today on these three topics, and they have done well to address the specific points and concerns that have been heard and how we are accommodating them. He understands that any annexation has its own challenges and unique considerations, but the ISBA answers that. **Mayor Reisman** thanked him for his comments. He asked if there were any commission comments or questions.

Commissioner Connell asked how many units there were. From the audience, **PZD Miller** answered one hundred and forty-two. **Commissioner Connell** questioned the density. **PZD Miller** said it was 3.78 because of the town houses. **Commissioner Connell** stated we spoke a lot about development and this is

a horrible location to be putting that number of units. It is basically a flat lot, and they would go through a flood plain to get to it. This is just absolute craziness. It may be in our ISBA, but that does not mean we have to annex this. This is in the county and if they want to develop in the county, they can work with the county, but we should not be doing this. It is a terrible location and the access is horrible at almost four units an acre. **Mayor Reisman** commented that he went and walked Ms. Chamberlain's property. She has two feet of wall exposed so she can see everything over it. With the elevation proposed, he could not see having a road that close to the back door. We as a commission have the right to protect the investment in those properties. He has an issue with the current entrance.

The roll call vote was:

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

One yea, four nays, the Commission denied the ordinance.

Mayor Reisman stated that since this ordinance has failed, both 6.A.2 and 6.A.3 will not be heard. They have now become moot.

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 real property consisting of approximately 37.48 +/- acres; and being generally located east of Radio Road and north of U.S. Highway 441, lying in Section 01, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Old Mill Subdivision SSCP)**

**ORDINANCE 25-26
NOT HEARD DUE TO DENIAL OF ANNEXATION**

3. **An Ordinance of the City of Leesburg, Florida, changing the zoning of approximately 37.48 +/- acres from Lake County A (Agriculture) and R-6 (Urban Residential District) to City of Leesburg PUD (Planned Unit Development) to allow for 32 townhomes and 110 single-family homes, for a property generally located east of Radio Road and north of U.S. Highway 441, lying in Section 01, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Old Mill Subdivision PUD)**

**ORDINANCE 25-27
NOT HEARD DUE TO DENIAL OF ANNEXATION**

4. **An Ordinance of the City of Leesburg, Florida vacating and abandoning a portion of the unimproved right-of-way of Madison Street located in Leesburg, Lake County, Florida, south of U.S. Highway 441 and between**

Lot 4, Block 46, and Lot 1, Block 47, According to the Revised and Recorrected Plat of Re-Subdivision of Subdivision of Silver Lake Estates, as recorded in Plat Book 10, Pages 66 through 69 of the Public Records of Lake County, Florida; Reserving a utility easement; providing for conditions; providing for severability; and providing for an effective date.

ADOPTED ORDINANCE 25-28

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

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

Mayor Reisman 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 Burry	Yes
Mayor Reisman	Yes

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

- 5. An Ordinance of the City of Leesburg, Florida, amending Chapter 10 of the Code of Ordinances, relating to Fire Protection and Prevention, to Create Article III - Open Burning Regulations; Creating Sections 10-50 through 10-52; providing for Regulations and Restrictions on Open Burning; providing for penalties; providing for exemptions; providing for conflicts, severability, codification, and an effective date.**

ADOPTED ORDINANCE 25-39

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

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

Mayor Reisman requested comments from the Commission and the audience.

Commissioner Burry pointed out to the audience/public that this ordinance is going to mimic an existing Lake County policy with regard to burning. **Commissioner Berry** asked what the timeframe was for when it is considered no burning? **Commissioner Burry** replied that typically it is January through April, maybe May. **Commissioner Berry** asked if that information was provided to all the residents? Is it included in the mail-outs or anything? **CM Minner** responded that we have not done that, but we can. This year we had a couple of different projects: Susan Street and a couple of other ones. However, this year was extremely dry, which was the catalyst for the ordinance. **Commissioner Berry** wondered if it

goes hand in hand when there is no watering or is that completely separate? **CM Minner** answered yes. **Commissioner Berry** said she has seen so many residents burning, they may not be aware that they should not be burning. **CM Minner** replied that those are the kind of catalyst for the ordinance, so we can take some action to stop those types of burns. **Mayor Reisman** asked if there were any further comments from the commission and audience. There were none.

The roll call vote was:

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

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

6. **An Ordinance of the City of Leesburg, Florida amending Ordinance No. 24-25 Concerning the Granting of a Non-Exclusive Franchise to Tri-County Sanitation, LLC, and its successors and assigns (“franchisee”); providing for conflict and severability; and providing an effective date.**

ADOPTED ORDINANCE 25-40

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

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

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

The roll call vote was:

Commissioner Connell	Yes
Commissioner Burry	Yes
Commissioner Pederson	Yes
Commissioner Berry	Yes
Mayor Reisman	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’s Code of Ordinances; Chapter 25, Section 25-292 (18) Mobile food vending; providing for conflicts, severability, and an effective date. (Mobile Food Vendor Ordinance Revision)**

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

Mayor Reisman requested comments from the Commission and the audience.

PZD Miller stated there has been a significant increase in the number of mobile food vendors over the last two or three years in the city. The food trucks under the city's current ordinance are required to get a permit and meet specific standards listed on the permit. However, recently we have had to change our policies due to the legislature passing an amendment to FS 509.102, which preempts food trucks and food truck regulations from local control. This includes licenses, registrations, permits and fees. It also includes all mobile food vendors and food dispensing vehicles. When a city's codes are preempted by the legislature, staff will have to go in and adjust the codes to meet the state's requirements. This is what we have found with food trucks, tree permits, group homes, business tax receipts, and other functions of local government that the state legislature chooses to impose. We are left with a little bit of authority in that area and, with that in mind, staff have rewritten the mobile vending food truck ordinance to meet the requirements of the revised statute. What the revised ordinance will do is allow three options if you want to have a food truck. The first would be that they have to have a letter of compliance, which is not a permit; it is simply a letter from staff saying this location meets the criteria to have a food truck. The second would allow mobile food vendors two times per year under a temporary use permit, which greatly restricts their use. The third would allow mobile food vendors in association with a special event like Bikefest or the Arts Festival. When those come, we can get many of those under that one permit. He had asked Senior Planner, Max VanAllen, to create a presentation.

Senior Planner (SP), Max VanAllen said they are discussing the proposed revisions to the mobile food vendor ordinance. City Code Section 25.292 (18) regulates food truck vending activities within city limits. As mentioned, the state has preempted regulation of food trucks and hot dog carts, also known as mobile food vendors, in their jurisdiction. Thus, some changes to the code were necessary. Several city departments were directly involved with the regulation and enforcement of mobile food vendors. First, the planning and zoning department assists with permanent and temporary vendors through letters of location, compliance and temporary uses if approved. The fire department conducts fire inspections for each food truck permitted within city limits. The recreation department handles vendors for special events and code enforcement ensures compliance with regulations. Since the state legislature has preempted the regulation of licenses, registrations, permits and fees, local governments may not require any of those mentioned regulations. Therefore, we had to go into the code and make some changes to comply with the state's regulations. However, the city still has the ability to regulate time, manner, location and require any state-mandated documentation such as insurance. These changes to the code will still allow the city to focus on these areas specifically. In line with state-level changes, the planning and zoning department has two major goals. One is to comply with the Florida Statute and adopt DBPR and Florida statute definitions into our code. Secondly, we want to clarify processes and requirements based on the Florida Statute changes, but also for greater clarity for anyone coming to pursue any of these avenues. In order to comply with state requirements and definitions, we need to revise the existing process and code sections, such as removing the permit fee that was previously required, and adopt the definitions for hot dog carts and mobile food dispensing vehicles, which are also known as food trucks, within our code. Then we will need to add the DBPR licensing requirements to the city code for both the hot dog carts and food trucks. These changes streamline the permissions process and allow for cross-code consistency. To clarify processes and requirements, we will outline all the processes in the city code for staff and vendor clarity. That way, everyone is on the same page following the same requirements to get through the process. We will also require a copy of state-mandated licenses, registrations and insurance to verify that they have gone to DBPR, they have gone through the correct process and that they are following all the state-level requirements. So, the three pathways that were briefly mentioned, one would be the letter of location compliance from planning and zoning. It would allow one mobile food vendor per property, and they may vend year round at this one location. It would be more of a permanent

stationary method. The second would be a temporary use which also comes from planning and zoning. It allows up to three mobile food vendors per property, and they may only vend up to two consecutive days once per year. Finally, special events from the recreation department would be pursuant to recreation department requirements and associated event links and locations. This is when food trucks will be allowed on public property in association with a special event. If adopted as proposed, the code update shall comply with Florida Statute and DBPR requirements and definitions. We will update non-compliant code sections, no longer requiring permitting or registration fees. We will adopt state and DBPR definitions in the code. We will clarify processes and requirements by having them clearly outlined in the code and require copies of state-mandated licenses, registrations and insurance for efficiency and public safety. If adopted as proposed, we will comply with the two major goals.

Commissioner Connell questioned if they were saying that presently they can set these mobile food courts up permanently in one location? **SP VanAllen** replied presently that it is allowed through the former permitting process. They can choose that option with the property owner's written permission, which has to be notarized. **Commissioner Connell** pointed out that they really would not be mobile. **SP VanAllen** commented that they cannot stay there overnight. They need to leave at the end of each day and come back to serve at the beginning of the next day. **Commissioner Connell** wanted to know what the criteria was for where they could get set up. **SP VanAllen** answered it is limited partially by zoning, so commercial, industrial or planned development zoning only. This will eliminate residential areas. They would also need to have an existing principal business onsite, meaning that vacant properties are not permitted. This would be more like a shopping center where they approach the anchor store to get the property owner's permission to vend in the parking lot. However, they will need to abide by the rest of the rules and regulations.

Commissioner Connell asked the city attorney from a legal standpoint. Could our ordinance regulate the distance where these places could be set up? He felt these mobile food vendors are in strict competition with our brick and mortar restaurants. Basically, they can just set up anywhere all year round with no overhead, and they are undercutting our business owners. Could we regulate this through an ordinance on how long they could stay at one location and include a distance requirement where they cannot set up within a certain distance of a brick and mortar restaurant that they would be directly competing with? **CA Watson** answered that it was something that the city could do at least with regard to the distance requirement. That is something that has been done in other communities as well. There are a variety of what those distances might be. He has seen five hundred, fifty, and two hundred feet from an existing restaurant. Some places might allow some flexibility. For example, if a brick and mortar restaurant was impacted and if they signed off on that, then some localities have allowed that exception with the affected business owners' permission to violate that distance requirement. However, the distance requirement is absolutely something that the city could put in to protect some of the existing businesses or regulate the welfare, safety and health and all of that for the community. **Commissioner Connell** said these mobile food vendors are becoming more and more popular, but for him, they are mainly for special events and stuff like that. They should not be setting up every single day and competing with our legitimate permanent businesses. He would like to see something put into this ordinance that says there is some type of distance requirement where they have to be away from one of our brick and mortar stores that they are directly competing with. Unless the restaurant signs off saying they do not care. If they were fine with it, then he would be fine with it. He just does not want to hurt our businesses by letting these mobile food carts set up and take their business away. **CA Watson** added that there could be a scenario where there might be more than one affected restaurant. There may be multiple restaurants affected. **Commissioner Connell** said he would say any of them within that distance would have to agree to it. **Mayor Reisman** added, speaking to the distance, he likes that, but would we have to add that a special events application would null and void that because of the downtown? **Commissioner Connell** agreed. With special events, this ordinance would not apply because they would be within the umbrella of the special events. **CM**

Minner stated when we do special events we exempt ourselves from certain rules and Bikefest is the classic example.

Commissioner Berry questioned about the central business district. It was noted, but how far down Main Street does it go? If we were going towards the lumberyard area. Is it that far because she could not tell on the map? **PZD Miller** responded on the map that it is the central business district zoning area. It stops at Palmetto, and it does not go all the way to Canal Street. It goes to Ninth Street and Orange Avenue. Then on the north side they have Meadow Street and on the south side that of Magnolia right up to the trail. **Commissioner Berry** inquired on Main Street how far down would it go? Would it go past the library? **Mayor Reisman** wanted to know if she was looking at the historic district map because they could not go into that area. **PZD Miller** confirmed that there were two maps and one was for the central business district and the other was the historical district map. **Commissioner Berry** said she was in the central business district. **Mayor Reisman** indicated that the historic preservation map was even larger, and it goes down to Canal Street. **Commissioner Pederson** stated that he thought they expanded the central business district when they approved the apartments. **PZD Miller** said they expanded the future land use, not the zoning. One thing they are finding is that a lot of these mobile units are coming in and set up overnight or on the weekends. They want to be consistent with the state code and have the codes be very clear about what they can and cannot do. When they come in for that letter of compliance, we can give them a letter of compliance or send them on their way. We need to clarify it because we do get steak trucks sitting in different parking lots, and that is not permitted. We do not want people opening up the back of their cars selling paintings and so forth. We are trying to clean it up. **Mayor Reisman** wanted to know if this would cover those types of vendors, and if it included the types of vendors who set up on the side of the roads to sell flowers. **SP VanAllen** said that would include other types of non-prepared foods, like frozen foods, such as steaks, merchandise and flags would not be permitted under this ordinance. She noted that the central business district and the historic preservation districts do not permit mobile food vendors at this time. They want to keep them out of the downtown and historic preservation areas and this ordinance is consistent with the existing ordinance. **Commissioner Berry** wanted to confirm if that included private property. **SP VanAllen** replied yes, even if it is private property. This is one of the areas that has been identified.

Commissioner Pederson wanted clarification because he thought she said they now have to move and that they cannot stay overnight. **PZD Miller** replied that currently they can stay overnight. Under the new ordinance, they will not be allowed to do that. **SP VanAllen** said they are limited by state statute to the hours of the principal business on site. If they were set up in a shopping center and the main business closed at 8:00 p.m., they would need to pack up and remove themselves by 8:00 p.m. **Commissioner Pederson** said he would be fine with that, but he wondered if that would run a lot of them off. The ones he sees around town are there permanently because they do not move. However, he was just seeking clarification. **Mayor Reisman** questioned if there was a way to add that if the principal property has a code violation that they would not be able to get a permit until that property comes into code compliance. **SP VanAllen** answered yes. **Mayor Reisman** commented that he has been dealing with code enforcement and doing ride-a-longs, so that was why he would like that included.

Commissioner Berry wanted to know when it comes to private property, how can we tell someone what they can and cannot do on their property? **SP VanAllen** said that was covered under the state statutes by allowing us to regulate location. They do that by zoning and by overlay, so for historic preservation it would be by overlay. For the central business district, that is by zoning. It would be permitted only in commercial zoning, industrial zoning, planned zoning, and elsewhere. That is covered by state statute. If that is an issue she would like them to investigate, they could. **Commissioner Berry** said no. She was concerned about people's mindset because that is their property, and they can do what they please. Even though they live downtown on Main Street and if they want to participate and do something on the

weekend, they think it is okay to do it. She wanted to confirm that there will be a lot of communication put out to make sure people are aware. **SP VanAllen** said absolutely and that is part of why we wanted to put the process in the code, so everyone is on the same page. For her dealing with mobile food vendors at the front counter, there is confusion about the steps in the process. She thought this was a great way to eliminate that by adopting it and putting it in the code. **Commissioner Berry** pointed out that they were going to have to say no to the kids and their lemonade stands. **SP VanAllen** agreed. Unfortunately, that is correct.

Commissioner Connell wanted to know if there was an agreement on the distance. **Mayor Reisman** said he would be in agreement with that and **Commissioner Pederson** said he also liked that. **SP VanAllen** stated that staff would have no objections to that either. **CM Minner** stated that the discussion brought up two points which they would have to go back and visit. First, the distance from the brick and mortar and the code if a vendor has a code issue. They will need to add those two. **CM Minner** wanted to know if the commission had a distance that they wanted to stick in there. He would say five hundred, but is that too much? **Commissioner Connell** agreed with it being at least five hundred. **PZD Miller** stated that the number is up to this commission, and they will do whatever. If they went by five hundred feet, that would clean it out. However, it will be whatever this commission desires. They did one hundred. There will be some left, but that is a commission decision, and they will respect whatever it is. **CA Watson** pointed out that one of the preemptive areas that the state has said is that mobile food vendors cannot be prohibited from operating within the entirety of the city. If they are looking at the distance requirements, they need to make sure there will be locations where it would still be allowed. **PZD Miller** commented that staff would come back with some numbers at second reading. **Commissioner Connell** said he would like as much as we can get but still comply with the statute. That way, they will still have some areas to set up in. **PZD Miller** said that is the point because sometimes they will have mobile food vendors set up with a couple of restaurants right around them.

Mayor Reisman asked who the enforcement arm would be on this. **SP VanAllen** said that would be code enforcement, and they have reviewed what was proposed and sent them their comments, which have been incorporated. **Mayor Reisman** wanted to know if we had code enforcement that works outside the normal shift of 8:00 a.m. to 5:00 p.m.? **SP VanAllen** answered not that she was aware of. **Mayor Reisman** inquired if there was another agency for after-hours or would this be put on the police department to cover evenings and weekends, since that is the majority of when these things are set up. If code enforcement does not work past 5:00 p.m., which he understands, there needs to be another enforcement arm for this.

Commissioner Berry asked if we could consider or designate an area for the food trucks where they are not in an area of restaurants? It could be somewhere for people to go and eat during work hours. Can we look at doing a food truck row, and it is a certain timeframe? That way, instead of someone trying to drive to US 27 or US Highway 441 within a 30-minute lunch break, they have a selection of where they can go and choose what they want. That way, it gives food truck vendors an opportunity to make money as well. **SP VanAllen** said yes, they can look at that. **PZD Miller** stated they were actively looking for a site to propose, but they have not found anything yet. If they find something, they do intend to bring it to the city manager for review to see if that was something that would work. He has been to a number of cities where they have an area set for food trucks. He went to one about a year ago that had a gravel parking lot. It had parking in the front and there were about five or six different food trucks. They could walk around and it included seating. It was almost like a food truck park. He has seen those work very well there. There is one in downtown Jacksonville, and he has seen them as far as Texas. They just need to find a location to see if it will work. They are happy to do that, and they are looking. **Commissioner Berry** said that would be a great idea. That way, we are giving them an opportunity to make their income, because most people depend on that. **Mayor Reisman** asked if there were any other comments

from the commission and the audience.

Gary Custer of 8909 East Treasure Island Avenue said by doing this they would effectively eliminate food trucks. They would be permitting and only allowing two permits per year for a two-to-three-day period. The county tried to do it and the county ended up tabling it, because it did not work. **CA Watson** pointed out that he was referring to one of the options for someone to avoid the overall ordinance. There is an option for someone to have that temporary permit up to two times per year, or they can follow the other options. The ordinance also includes an option for special events, or they can follow the full code compliance. He was just referring to one exception that exists to what is being proposed under the general rule. **Mr. Custer** said if they invest \$100,000 in a food truck they can only use it two times a year, two or three days at a time. **CA Watson** indicated that was not the requirement that is only an option. They can apply for temporary permission if they want to, or they could do a more permanent option. **PZD Miller** stated that the option is per property, two times a year per property. That again is only for the temporary use permit. They could have a food truck on their property two times per year if they did not want to come in and get the whole permit. **CA Watson** said that there was not a limitation on everybody that they could only have two days per year. That is just an option to avoid full compliance with the zoning code. **Mr. Custer** said the county tried to do it. The county put it up, and then they tabled it because they are trying to eliminate the idea of food trucks. Some of the best food he has had comes off a food truck, so it does not make sense to eliminate these people from trying to make money when they invest that kind of money in a food truck. **Commissioner Pederson** asked about the three options for the mobile food vendors and if that was coming straight from Tallahassee or was that an amendment by the City of Leesburg? **PZD Miller** said staff put it together, it was not specifically Tallahassee. That was put together based on what Tallahassee allows us to do. **Commissioner Pederson** said he thought it came from Tallahassee, so did city staff create this? **SP VanAllen** answered yes. This was staff created for temporary use, which would be the number two pathway. It was created based on feedback from mobile food vendors coming in and speaking with staff. Just to review the first pathway is the letter of location compliance, which is the more permanent basis where they choose a property, get the property owner's permission and, basically, a zoning letter would be provided. **Commissioner Pederson** wanted to confirm that they would have to move that truck every day. **SP VanAllen** agreed. The second is the temporary pathway that we are discussing here, which is very limited. It is more for a specific property having a once-a-year event that they would like up to three food trucks at. **PZD Miller** added that the location compliance came out of the state because the state said you cannot require permits. Therefore, we said we would require a letter of compliance because that is not a permit. The third option was for special events, and we already do that now, and that was not changed by the state. What we did was come up with a temporary use permit, so really the only thing we came up with was trying to create a situation for people to have up to three on their property once or twice a year to allow for a special one-time special event we can still get them in. There are three paths and the most common one will be the first option. The second path is just trying to help people out. **Commissioner Pederson** thanked him for the clarification.

Commissioner Berry asked if it was required that the license, registration and insurance be visible for everyone to see as well as the rating? Is that a state requirement? **SP VanAllen** responded that she did not know, but she believed so. Their office would also have a copy of those on record with their letter of location compliance as part of their packet. They do ask that they turn in those items, but yes, they should be displayed in the window and a record will be kept in our office. **Commissioner Berry** asked that they display it somewhere in their truck because there have been times when she has asked, and they had to go get it. When there are a lot of people in line, you really do not have the time to look at it.

Commissioner Burry said with regard to the distance we were throwing out, five hundred, one hundred and fifty. When they bring this back, could they give them a general idea, because we already know

where most of these guys are working right every day, but he would like to see an impact. He would like to see at five hundred feet how many of those guys are going to be out of business. **PZD Miller** stated they will include some maps that cover the different distances. **Commissioner Burry** said he knows some of these guys just appear, but he was referring to the ones that are always there. **PZD Miller** commented that he liked the suggestion of making sure that they are posted because we tell them they need to have it available if someone from the city comes in. **Mayor Reisman** asked if there were any other comments by the public or commission. There were none. He stated this item would lay over until June 23rd.

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, 2025; Approving the Rate of Assessment; Approving the Assessment Roll; and providing for an effective date.**

ADOPTED RESOLUTION 12,047

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

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

Mayor Reisman requested comments from the Commission and the audience.

CM Minner stated this item was for the annual fire assessment fee. This was kind of like the trim process, but at this stage we do it slightly differently. We are recommending that the fire assessment fee for next year be set at \$170 per ERU. We are currently at \$165, so this resolution would promulgate a 3% increase in the fire assessment fees for all classifications. We broke it down in the resolution and the primary fire assessment fee that collects most of the revenue is the equivalent residential unit (ERU) and then we have square footage rates based on the type of use you are, whether that be commercial, industrial, so on and so forth, with the same exemptions that we have had in previous years. He brought this to their attention because this resolution notifies the public, and it gets the fire assessment fee on the trim notices. Voting yes on this is more of a notice thing, it does not commit at this stage that it would be \$170. However, it cannot go above \$170, and then in September, when we do the remainder of the budget items, we will then adopt another resolution that formally sets the fee. It is difficult timing in reference to this, because when we promulgated the fire assessment fee in the past, we had long meetings about the initial inception of it, which was eight or nine years ago. We did not increase the fire assessment fee for the first several years. A couple of years ago, we did increase it, but he could not remember to what level. However, at this rate we are still one of the lower fire assessment fees. Also, he would be remiss to say that we have a difficult budget year coming up. The drafts will be shared publicly shortly, and we have the workshops coming up in the first two weeks of July. So, by the middle of July we will have the budget in full. At this stage in the process, the difficult part of the budget is this 3% increase in the fire assessment fee. We are probably looking at keeping the millage rate the same, which is technically a tax increase. However, we are also looking at a series of user fees on our utility side of the house for electric, water, gas, and sewer. Most of our services at this stage will require an increase.

We recommend that they go ahead and approve the \$170. If the commission is of the flavor that they do not even want to see an increase, then he would ask that they amend that from \$170 to \$165. **Mayor Reisman** asked if there was any commission discussion.

Commissioner Connell said the proposal is to basically increase the tax. **CM Minner** answered yes. **Commissioner Connell** wanted to know what the rationale was for why they needed to increase this by 3%. **CM Minner** stated there were a couple of major reasons and, obviously, fire and police services are the lion's share of the general fund. We tax at an extremely low level, so the reliance on the fire assessment fee is a primary way to keep fire assessment fees out of the taxing power of the city, which is the norm for municipal and county governments. Most of the revenue for those services, being fire services, is done through an assessment. Like all other services, those services have increased. Case in point, this year the IAFF has asked for a 12% increase in pay. These types of things need the fire assessment fee, but yes, they need to keep pace with where we are at with inflation, and we need to keep pace with the cost of that level of service. Now, can we go without an increase in fire assessment fees? Yes, we can. If we do not increase the fire assessment fee, we are looking at a delta overall in the general fund of about \$120,000. Another ingredient there is The Villages, and he would not want to hang that we are increasing the fire assessment fee because of The Villages, but that is a component and that was contemplated when we worked out the deal with The Villages on the Villages of West Lake and the other properties there. So, there is a trip hazard there, because when we brought The Villages into the City of Leesburg we agreed that The Villages Community Development District (VCDD) would be the promulgator officer services. In that respect, we are the collector because we are the governmental agency in the district and the City of Leesburg promulgates the fire service fee. We contractually agreed to collect the fee and pay that fee to the VCDD. For statutory reasons, we could not develop a Villages fee and a separate city fee, so what that dynamic does, and the primary thing is The Villages have committed and, per our agreement, they started out at \$163 per ERU, so this is the third year of the engagement of the letter. However, they are increasing their fire assessment fee to a specific level, so it was \$163, then \$165 and they are now going to \$170. If we do not keep pace with that increase, then we are contractually obligated to pay the delta of the fire assessment fee. Meaning, no matter what our fire service fee is, we will still get an invoice from The Villages CDD for what their fire service is. Their fire service was modeled on our fire services at the time they started issuing them, so if they go up 3%, and we do not, we have to pay The Villages for what they do. So, there is a delta in there and that delta is the difference between what our fee is and The Villages' fee times the existing 3,200 units. That delta is not huge, but it is about \$16,000. If we kept our rate at \$165, we would still pay The Villages \$170 per unit, so that delta at \$5 over the 3,200 homes is \$16,000. Again, we can absorb that this year, \$16,000 is not going to break the wagon, but over the course of that increase, we will then cut more and more into the general fund by having to pay the delta on the fire services to The Villages and then those general service dollars will not be available for other services. It is a tangled web, but at the end of the day, with respect to The Villages, we made that assumption based on the amount of tax revenue that would be coming in from The Villages, where they were not sharing the full load of the general fund. Hence, the delta was not a question back seven years ago, and we felt like this was a reasonable financial option for the city. To bring it back full circle, we are recommending the \$170. We think it is a reasonably competitive rate, and it continues to isolate those fire services out of the general fund so that the general dollars can be spent in other places.

Commissioner Connell wanted to know that, since the fire assessment fee is paid as part of the property taxes, was he saying that The Villages cannot have a different fire assessment fee than the rest of the City of Leesburg on their tax bill? **CM Minner** answered yes, we have to have a uniform fire tax on the residential side that is equivalent to statutory language and by the language that we have between The Villages and the city. **Commissioner Connell** asked if the VCDD sets their fire assessment rate? **CM Minner** said the VCDD sets their fire assessment rate. **Commissioner Connell** then said if we pass a fire

assessment rate that is below what the VCDD passes, we have to pay the difference. Is that what you are saying? **CM Minner** replied yes. **Commissioner Connell** stated to sum it up in a nutshell with this scenario this commission really no longer sets the fire assessment rate. The VCDD in The Villages is now setting the fire assessment rate unless we want to eat the difference every year. So, they really set the fire assessment rate for the whole City of Leesburg. **CM Minner** responded no. **Commissioner Connell** stated, in essence, they are, because if not, we have to pay the difference if we do not go up to what they wanted to go up to. So they are actually setting the rate. **Commissioner Burry** said they were setting the rate for 3,200 of the residents. **Commissioner Connell** said we would have to pay the difference if they wanted to go to \$170, and we kept ours at \$165. We have to pay the difference of \$5, which is \$16,000 this year. If we wanted to keep it at \$165 next year, and they wanted to go to \$180, we would have to pay the difference of \$15 per unit. So, they set the rate unless we just want to pay the difference every year, they are setting the rate. **Commissioner Burry** commented that we do have that option. **Commissioner Connell** remarked that we do have the option, but they are setting the rate unless we take money out of the bank every year to make up the difference. So, we would be penalizing our existing citizens by making them pay the difference. He is not in agreement with increasing the fire assessment rate this year by 3%, and he was definitely not in agreement with giving The Villages \$16,000. So, we painted ourselves in a corner here, and it is just one or the other. **CM Minner** replied that The Villages promulgated to us over \$3 million in general revenues that we would not have received but for doing this deal. We are receiving over \$3 million in additional revenue from The Villages. That revenue goes back to subsidizing many services for the entire City of Leesburg. Many of the services are not limited to just The Villages. We may have about \$3 million, and we may have to pay \$16,000. In that respect, we could afford to eat the delta. Would he recommend eating the delta no, because the other side of the equation is that the \$165 rate for Leesburg is low. We are still only collecting about 80% of the total collectible and our fire assessment fee is competitive in the region. It is open to interpretation of how they would like to interpret who is wagging the dog. At the end of the day, there are options, and he has explained all the options, and we will move forward from there. **Commissioner Pederson** said he remembered on the budget we were definitely on one of the lower ones, but did he know the range. **CM Minner** responded with this 3% increase, it would be \$170 for a single-family house in Leesburg, Lake County is at \$400. **Commissioner Pederson** mentioned that all the other municipalities are also above us. **CM Minner** said, typically, in the ominous rough house, he would say \$250. **Mayor Reisman** added that if the IAFF is asking for a 12% raise we are going to need additional cash to cover that as well. **CM Minner** agreed, and the fire assessment fee is part of that. **Mayor Reisman** also said that we have to be competitive in the fire industry to keep our guys. **Commissioner Connell** said he was a supporter of police and fire. He was a supporter of all employees, but as the city manager said, The Villages are bringing in \$3 million dollars a year, so he did not know if we needed to raise our citizens' fire assessment. Take it out of the \$3 million dollars that The Villages are giving us. **Commissioner Pederson** said it was basically an inflation adjustment, so it is more than reasonable. All costs and salaries alone will go up. He was sure there would be a recommendation of a 3% increase in salaries. **CM Minner** stated that they budgeted a 5% increase. **Commissioner Pederson** said that we have to keep up. **Commissioner Connell** mentioned that we do need to keep up, but we are bringing new stuff so that should cover the difference in the cost. He did not know if we should be raising fees on everybody. **Commissioner Pederson** said he follows the argument, but if we were at the top of the range he would be more sympathetic. However, the fact is that we are at the bottom of the range, so it does not really bother him. **CM Minner** pointed out that this was a notice type resolution even though it does not read that way. The process is that we notify, and we send this notice out. It will become part of the trim process, so it is notified on the trim notice and they will have a final setting. It is a preliminary fire assessment fee resolution. **Commissioner Burry** questioned whether this item needed to come back again. **CM Minner** said no, because this is a resolution. **Commissioner Pederson** said this resolution gives us the ability to go up to \$170 in the next budget. **Commissioner Burry** wanted to confirm that they were setting it at 3% and, during the budget time, we can say we want to go to zero, but if we do not set it at 3% right now at budget time, we have to stay at

whatever we are. **CA Watson** agreed. As the city manager said, this is a two-step process and this is the preliminary rate. This gets everything on the trim notice, so when everybody gets it they can see what their fire assessment will be. Then the annual assessment would come back in September, and they would set the final rate at that point. Again, they will be capping it today with the preliminary rate. **Mayor Reisman** asked if there were any further questions or comments. There were none.

The roll call vote was:

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

Four yeas, one nay, 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 had nothing further to discuss.

9. CITY MANAGER ITEMS:

CM Minner had no items this evening.

10. ROLL CALL:

Commissioner Connell had nothing.

Commissioner Burry had no comments.

Commissioner Pederson had nothing.

Commissioner Berry congratulated the West Leesburg CDC on their ribbon-cutting event that was held on Friday, June 6. It was a very nice event. The Chamber was there and they did the ribbon cutting.

Mayor Reisman gave kudos to the recreation department for the Dragon Boat event that was held last weekend. He received multiple calls from participants from all over the state saying they thoroughly enjoyed it. They loved the venue and Leesburg. They hoped the city would continue to grow that event. On Saturday, he attended the Treasure Coast Police K-9 Competition that was held in Sebastian. Officer Heuser and K-9 Nick competed in that event. There were people from all over the state and out-of-state there competing. Our officer and K9 came in second place in that competition, so huge kudos to them.

Hopefully, at the next commission meeting we can recognize them.

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 Pederson and a second by Commissioner Burry, the meeting adjourned at 7:29 p.m.

**AGENDA MINUTES
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, JUNE 23, 2025 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, June 23, 2025, at Leesburg City Hall. Mayor Reisman called the meeting to order at 5:30 p.m. with the following members present:

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

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 to the Flag were performed at the Carver Heights Montclair Area CRA meeting held just prior to this meeting.

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

2. PROCLAMATIONS:

A. Pride Month

Mayor Reisman read a proclamation proclaiming the month of June 2025 as Pride Month and encouraged everyone to reflect on the ways we can all live together through mutual consideration, respect, and understanding.

3. PRESENTATIONS:

A. Recognize K9 Officer Joe Heuser and K9 Nick

Mayor Reisman said he was proud to highlight a major achievement by two outstanding members of the Leesburg Police Department, Senior Officer Heuser and his K9 partner Nick. This evening was a celebration of their second place overall finish at the Treasure Coast Police K9 Competition. It was an

impressive accomplishment at one of the most competitive K9 events in the region. It was his pleasure to attend this event and witness firsthand the level of precision, discipline, and professionalism required to compete. Senior Officer Heuser and K9 Nick stood out among top law enforcement agencies from across Florida and other states, making this recognition all the more meaningful. Their performance reflects the excellence they bring to our community every day through patrol work, narcotics detection, and the unwavering commitment to public safety. We are incredibly proud of their achievement and equally proud of all the men and women at the Leesburg Police Department who serve this city with integrity, courage, and heart. On behalf of the City of Leesburg, City Commission and all the residents of Leesburg, thank you. He presented them with a plaque in their honor.

Police Chief (PC) Iozzi thanked the commission for recognizing Senior Officer Heuser and K9 Nick. They competed in several competitions, and they did very well. They exhibited everything that we hoped our K9 unit would show. With all the hard work and effort that they put in, they are a force multiplier to any organization. They do a lot of great work for our city. Thank you to the commission for your support of the police department and, in particular, tonight, for the K9 unit.

4. PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Please note that issues raised during this time will not be discussed in detail during the current meeting. They will either be referred to the appropriate staff or scheduled for consideration at a future City Commission Meeting. Each speaker is allocated three minutes to provide their comments. Kindly adhere to this time limit to ensure equal opportunity for all participants and to support the efficient conduct of the meeting. Thank you!

Members of the Leesburg Shuffleboard Club, Richard Tallman, Gail Howell, Carol Helfer, Jacob Sokol and Al Dronsfield all spoke about the need to resurface the shuffleboard courts located at Woodward and Palmetto Streets. They came to ask for the city's help to resurface the courts before they are ruined. The shuffleboard courts have deteriorated to the point that the finish comes off when they sweep. They would not be able to use these courts in an international competition. The courts need to be redone prior to their season starting October 1, 2025. That is when their season meets start. The courts cannot be done afterward that date for at least six months. The cost to resurface is \$22,000. They would also like to have roofs put over the courts, new restrooms, and the ceiling fixed in the director's office.

Carolyn Colucci, a resident of the Plantation development, said the development next to them, Manor Oak, wants to use their roads for emergency services because they only have one entrance. If an ambulance needs to get in and if the traffic is backed up on CR 33, they are screwed. They do have the opportunity to use the causeway underneath the electrical lines, but they want to use our development and that is not fair. They need to figure out how to get emergency personnel in there. The communities being built around them are imposing upon them and impacting their safety and resources. That is poor planning by the developer and the city. The traffic alone is horrible. It takes longer to get anywhere. It would be helpful if there was an updated development map, because when she asked for a map, she got one that was over three years old. **Mayor Reisman** pointed out that there is a development map on the city website that includes all the commercial and residential growth. **CM Minner** added that the map is updated for all developments that come in, and it can be found on the city website. As far as the emergency entrance, the planning and zoning director was in attendance, and he would be able to address those concerns. That emergency ingress/egress into the Plantation will not move forward because that proposed subdivision has a boulevard entry, and there is an exception to the rule on that.

Deborah Frett of 1205 Susan Street said there were previous discussions about putting sidewalks along Susan Street. She was curious if they would be on both sides of the street because she could not imagine that happening. They do not really need sidewalks, they need speed bumps. There is a curve in the road right at her property and distracted drivers have already knocked her mailbox down three or four times. Just this weekend there was a four-car accident because of distracted driving. She asked that the commission consider speed bumps. They asked for speed bumps four or five years ago, and they received an email saying it was not in the budget. However, she would like the city to consider speed bumps. If she had a choice between the speed bumps and the sidewalk, she would rather have the speed bumps, especially with the new sports complex coming up. **CM Minner** said the sidewalks were a CDBG application. He was not sure which sidewalks they were, but the grant application is pending. He asked that she speak with the public works director in the back of the room about the speed bumps.

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 Pederson moved to adopt the Consent Agenda as presented, and Commissioner Berry seconded the motion.

The roll call vote was:

Commissioner Connell	Yes
Commissioner Burry	Yes
Commissioner Pederson	Yes
Commissioner Berry	Yes
Mayor Reisman	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. Purchase request for one (1) Aluminum Biosolids Trailer for the amount of \$77,423.00 from Mac Trailer Manufacturing, Inc., contract holder for Sourcewell contract # 092922-MCT.**
- 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 GSB Construction & Development, Inc. for the construction of the Venetian Cove Marina Facility; and providing an effective date.**

ADOPTED RESOLUTION 12,048

3. **Ratification request of the purchase and installation of two (2) new 12.5-ton Honeywell HVAC units and one (1) air handler for the Leesburg Police Department's first floor. Due to the urgent need to restore climate control within the facility, the equipment was procured from Garden City Westbrook Holdco, LLC, for the amount of \$117,463.51.**
4. **Ratification request of the emergency purchase and installation of one (1) 12.5-ton Carrier HVAC unit and one (1) 15-ton Trane split system for the Leesburg Resource Center. Due to the urgent need to restore climate control within the facility and maintain essential community services, the replacement equipment was procured from Garden City Westbrook Holdco, LLC, for the amount of \$137,655.48.**

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Leesburg Fire Department to apply for, and if awarded, accept the Firehouse Subs Public Safety Grant, for an amount not to exceed \$45,000, for the purchase of rescue and extrication equipment; and providing an effective date.**

ADOPTED RESOLUTION 12,049

2. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from Salvador Salazar Rosado, joined by Raudel Torres; and providing an effective date.**

ADOPTED RESOLUTION 12,050

3. **Resolution of the City Commission of the City of Leesburg, Florida authorizing a Revised Highway Maintenance Agreement with FDOT for maintenance of US 441 and US 27 right of way in Leesburg; and providing an effective date.**

ADOPTED RESOLUTION 12,051

4. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Electric Service Agreement between the City of Leesburg and Burgland LH Sleepy Hollow LLC., regarding electric service to a development known as Sunnyside Reserve; and providing an effective date.**

ADOPTED RESOLUTION 12,052

5. 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 Cedar Landings LP, regarding natural gas service to the development known as Blue Cedar Phase 2; and providing an effective date.

ADOPTED RESOLUTION 12,053

6. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Memorandum of Agreement (MOA) with the Florida Department of Transportation (FDOT) to participate in the Non-Motorized Traffic Monitoring Program in order to collect and maintain statistically valid bicycle and pedestrian volume on the Lee-Wild Trail; and provide an effective date.

ADOPTED RESOLUTION 12,054

7. 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 Forestar Group, Inc., regarding natural gas service to the development known as Orange Bend Ranch - Spine Road Main; and providing an effective date.

ADOPTED RESOLUTION 12,055

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 Forestar Group, Inc., regarding natural gas service to the development known as Orange Bend Ranch Pods 3 & 4; and providing an effective date.

ADOPTED RESOLUTION 12,056

6. **PUBLIC HEARINGS AND NON-ROUTINE ITEMS:**
During Public Hearings and Non-Routine Items, the Commission requests that those in attendance respect the process and maintain order. As such, in accordance with Robert's Rules of Order, please refrain from speaking out, cheering, or applauding during these proceedings. Your cooperation helps ensure a fair and respectful hearing.
- A. **SECOND READING OF ORDINANCES:**
 1. An Ordinance of the City of Leesburg, Florida, annexing certain real

property consisting of approximately 8.77 +/- acres; and being generally located east of US Highway 27 and north of Magnolia Avenue, lying in Section 2, 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. (Venice at Lake Harris ANNX)

DENIED ORDINANCE 25-29

Mayor Reisman asked the city attorney to perform the swearing-in ceremony. **CA Watson** asked anyone wishing to present any testimony or evidence on second reading items; 6.A.3, the Venice at Lake Harris SPUD; 6.A.6, the BarKey II PUD; and 6.A.9, the Richey Road Rezoning or first reading item 6.B.3, the Lake Margareta PUD to stand and raise their right hand. He swore them all in.

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

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

Mayor Reisman requested comments from the Commission and the audience.

PZD Miller stated the overall proposal consists of 8.7 plus or minus acres. It is generally located east of U.S. Highway 27 north of Magnolia and south of Corley Island Road. The request is for an annexation, small-scale comprehensive plan amendment, and rezoning. The future land use would go from Lake County Urban Low to City of Leesburg Low Density. The zoning would go from Lake County C-1, which is neighborhood commercial and R-6 Urban Residential, to the City of Leesburg SPUD (Small Planned Unit Development). They are requesting a future development of twenty-six attached single-family units, which are town houses and a commercial area on the west side along US 27. Under the PUD requirements, there would be twenty-six attached town houses with a two-floor maximum height. An area of commercial development that would be contiguous to US 27 would include approximately 21,000 square feet of retail uses. There are no other permitted uses in the proposal. All residential units would be rear-loaded, meaning the garage would be on the back side of the home. That would give a shorter front setback that could be used in the design. The townhouse units would be twenty feet in width with one thousand feet minimum size and two off-street parking spaces for each unit. Extra spaces are also provided in the concept plan. There are design and architectural standards required, which would apply. There are five features that must be selected from a list provided in the planned unit development. Dark sky lighting is required. There is significant buffering to the adjacent properties as provided in the site plan in the PUD with a twenty-five-foot buffer tract around the property. There is a forty-foot buffer required on the south side of the property. Landscape buffers would not be part of the lots. They are separate and must be maintained by the HOA. They should not be maintained individually. There would be a six-and-a-half-foot privacy fence provided adjacent to the parcels on the northern and eastern boundaries unless the vegetation is opaque. In other words, you would not be able to see through it, and it would be of comparable height. We are requiring Bahia or Bermuda grass, with one tree between each lot because these are town houses. There would be signage consisting of a decorative entryway feature no greater than five feet in height on the entryway. Under recreation, there is a requirement for 5,200 square

feet to be devoted to a separate recreation area that would have various amenities, such as a pool, playground, trails, dog park, pavilion, etc. The recreation area must be constructed at the time the thirteenth unit is completed. That would be 50% of the residential structures. Finally, we have the standard phasing clause which allows four years to reach substantial commencement, or it would automatically revert to the RE-1 zoning standards, which is one acre per unit. The entire development would be on city water and wastewater. The Lake County Public Works provided their comments, which included a drainage and flood study, storm water management basin study, and a traffic study. They also requested that the applicant meet with Lake County Public Works. We did receive significant public response to this request as a part of the original notice that was sent out to the surrounding property owners, and that included advertisements. Summarizing those comments, they included concerns regarding the wetlands present on the site, flooding, water contamination, trees, traffic and wildlife. That was just a summary. The residents also provided a petition of approximately eighty signatures and that was included in the commission packet. Staff requested the applicant to conduct a neighborhood meeting to speak with the neighbors. Staff wanted to thank the neighbors and the applicant for participating in that. The applicant has a presentation and the neighbors do have comments. Logan Opsahl of Lowndes, Drosdick, Doster, Kantor & Reed out of Orlando was present to answer any of the questions. **Mayor Reisman** asked if there were any questions for the planning and zoning director.

Commissioner Connell wanted to know what the planning commission's recommendation was. **PZD Miller** responded that the planning commission recommended denial with a two to five vote.

Logan Opsahl of Lowndes, Drosdick, Doster, Kantor & Reed, 215 North Yola Drive, said he wanted to touch on some of the specific details, particularly from the neighborhood meeting, along with some of the changes that were made in light of that meeting. Referring to the slides, he showed the subject property. It is an assemblage and the planning and zoning director previously noted that there was some split zoning, although there is consistent future land use in Lake County. Looking at the future land use map, this is urban low density, which is consistent with the surrounding area. There is an urban medium across the street, and some denser development to the south. Currently, the county zoning designations are C-1 and R-6, which are consistent with what is around in the area. They were there asking from a virtually identical entitlement standpoint to go from unincorporated Lake County to the City of Leesburg. Of course, they were also there because of the Interlocal Service Boundary Agreement (ISBA), which designates this property as one that could be annexed into the city for the provision of utilities. What is being accomplished through the PUD process is a mixed-use of C-1 Retail Commercial and R-6 zoning. Also, they are now only proposing a total of twenty-six residential units. In Lake County, the underlying future land use designation is R-6, which caps them at four units an acre and today what is being proposed equates to 2.96 units an acre with a commercial component that is consistent with what they see today.

He showed a rendering of the previous concept plan that was not being proposed tonight. The rendering showed what they proposed at the neighborhood meeting while working with city staff. The town homes equated to forty-six units and it had a smaller retail component. Through discussions with city staff and from what they heard at the neighborhood meeting, they came back with a reduction in the unit counts. What they heard consistently through the neighborhood meeting, first reading, and from city staff, was that they wanted retail. They understand that along US 27 there is a significant amount of commercial, but this will be more of a retail component. They are also proposing an approximate 40% reduction in units, which would allow for twenty-six town homes. He showed a slide of the proposed development. He pointed out that there was open water that connects to Lake Harris. This development would offer an improvement to that. There is a significant retention pond on the northern portion of the property to accommodate any flooding or runoff of storm water as required by the city code. He noted that it would allow the retention of a lot of natural vegetation and buffering, particularly on the east side, which is

where the recreation would be. There is a tree preservation area which is pretty heavily wooded. As the planning and zoning director mentioned in his presentation, they would maintain that vegetation or provide a fence. Another thing they heard consistently was that the surrounding residents would like to preserve as much of the vegetation as possible to allow for a natural buffer. There would be significant buffering and a lot of capacity for stormwater and open water, which US 27 drains into. He asked Mitch Collins, the project engineer, to talk about the retention pond and the open water area. More specifically, he wanted him to go over some of the concerns they heard about flooding and runoff.

Mitch Collins of 801 East South Street, Orlando, said he was the project engineer. He wanted to give a broad overview of some of the permitting requirements that would need to be worked through in order to get this project under construction. This project was a bit unusual in the amount of permitting, and site-related permitting that would be required. Looking specifically at stormwater, there are two local agencies, two state agencies and one federal agency that would have to review the project. Again, that is just for the stormwater. City staff would review it to make sure that the pond is large enough and that it does not affect any existing drainage patterns for neighboring properties. The Lake County Public Works would have to review the project due to the driveway on Magnolia and the stormwater work along with any modifications to the canal. There is a requirement to have a St John's River Water Management District permit. So, they will review the project as far as stormwater drainage as well as any wetland impacts. There is a Department of Transportation permit that is needed for any impacts on the canal. They would also need a permit for any ponds that drain into the department. However, in this case, the department is draining into us on its way to Lake Harris. They have already had meetings with them and this would be a very complicated and detailed review. If everything goes fine with that, there would also be some flood zone impacts which would require approval by FEMA, so that would be another federal agency. In total, there would be five agencies reviewing this project. If they are fortunate enough to move forward tonight, he would assure them that there would be several agencies reviewing the project with specific regard to the stormwater.

Mr. Opsahl appreciated that outline because a lot of permitting does go into these types of developments. They know and expect that for a project of this caliber, especially in this particular area. They were there asking for annexation to avail them of city codes, requirements and design standards. They were proud to have reached a successful resolution by working with the city staff and the neighbors. At this stage, this is the concept plan, the unit count, and the layout that they would be committed to build. As they move forward to engineering, they have full confidence in city staff, third-party consultants and the federal and state agencies to effectuate a fully engineered plan that handles the stormwater runoff for the site and for the area that was outlined by the project engineer. Referring to the proposed concept plan, the residential and commercial units will be no larger than two stories. He showed more detail about the layout of the parking lot and where things would be located. He showed some future land use and zoning maps for reference. He provided a slide that outlined what they have been able to achieve after hearing some of the concerns. He was sure they would hear some of those concerns tonight from the surrounding residents. The project would include two phases: the retail/commercial component and the town home residential component. The initial proposal consisted of forty-two town homes, but tonight they are only asking for twenty-six. That is a 40% reduction with significant buffering, setbacks, landscaping, preservation of natural vegetation and, of course, the retention and improvements to the open water for the stormwater. It included an expansion of the retail/commercial component to better service the area. That was done due to the feedback received from both residents and the city. This equates to a big reduction in density to under three from 4.79. Again, Lake County would allow four dwelling units an acre and what they are proposing is to go from County C-1 to City Urban Low, which is a reduction in density for both commercial and residential areas. They are also achieving significant setbacks while meeting the minimum of 35% open space. He provided a conceptual rendering of the town homes, which are the residential component. It included some unique architectural details that meet or exceed city codes. The

commercial build-out concept plan shows the elevations for what would be constructed on US 27. There was recommended approval from city staff. They changed and did a number of things while working through this process, which has taken them over a year. They worked with city staff to include and provide a recreational area, tree preservation and extensive buffering, a reduction in units by approximately 40%, improvement to the open water and the canal that will allow for better flow. There would be a boat ramp to accommodate kayaks only; there would be no motorboats, along with improvements to the open water and retention pond area to alleviate some of the flooding that may happen during a hurricane. This project kept all of those capacities in mind. This would include full amenities with a small trail and a courtyard. They have been able to accomplish a number of things. He thanked city staff for their resources and the public for coming out. He asked that they reserve some time for him to respond to any public comments. **Mayor Reisman** thanked him and asked if there were any questions for the developer.

Commissioner Pederson mentioned that during the first reading they heard a lot of comments about the wetlands and drainage concerns, but he did not think everybody understood the process even though it was touched on some tonight. This is required to go through the St John Watershed along with a lot of other agencies. He knows the commission will hear the opposite of that from the public. It may be something the developer includes in his wrap-up. He understands projects have to be self-contained, and this is a low-lying area. However, he does have concerns, but that really is not his role. He was not there to manage the wetlands because other agencies handle that.

Mr. Opsahl replied that he was happy he brought that up because it was open water. We understand the topography is rather low in relation and open water will remain. There may be some impacts on the wetland area around the water, but most open water has wetlands surrounding them. He asked Mr. Collins to briefly talk about self-containing drainage. **Mr. Collins** stated of the five agencies that review this, when FEMA reviews, they will look at flood zone issues. So basically, the city, the county, FDOT, and especially St John's review it. The two main items they will look for are that we are retaining the storm water because we have to retain it before it outfalls onto someone else. The second item would be that we are not affecting any existing drainage patterns to any neighbors. Both of those items will be looked at by four different agencies, but primarily St John's and Lake County. Those are the two main things that they will have to adhere to and that will be reviewed by several groups. They will be looked at by two local agencies, two state agencies and FEMA. Four agencies will be looking to make sure we are providing enough stormwater management facilities on site. We have to make sure that we do not affect any existing drainage patterns for any upstream or downstream neighboring properties. **Mayor Reisman** thanked him for those comments. He asked for public comments.

The following public participants spoke in opposition to the proposed development:

Michelle Norve of 4243 Corley Island Road	Lauren Lon of 29213 South Corley Island Road
Victoria Williams of 4227 Corley Island Road	Mark Staehler of 4246 Lansden Lane
Jamie Queen-Roosevelt of 29411 Jesses Lane	Angie Liston of 29213 South Corley Island Road
Diane Kelley of 29220 South Corley Island Road	

Mayor Reisman asked if there were any other public comments. There were none. He closed public comments. He asked the developer if he wanted to speak to the concerns of the public.

Mr. Opsahl said there was a portion of the roadway that was indicated as a private roadway with an easement. That would not be impacted by this development. He wanted to state that on the record for everyone's comfort level. They would not interfere with that road in this development. In fact, there is a

legally binding document that runs along the land that allows access to those roadways, but they would not interfere with that area. If it was helpful, they could make that as an additional condition to ensure that it would not be interfered with. With the fencing that was mentioned, the tree preservation area is heavily wooded, and it was his understanding that the trees were preferred. They would not interfere with that by virtue of installing fencing. However, he believes the PUD ordinance accomplishes that already. However, if they want to put in that fencing be a requirement in that area in addition to tree preservation, they would be in agreement with that. There was talk about flooding, but they have to remember they are mandated to accommodate flow both before and after. They addressed the topo and the history lesson was really enlightening that it was previously drained, but to be clear, there is a significant portion of this property that is upland and that is where they plan to put the residential units. He noted that there were some wetland areas around the open water and all of it would have to be fully permitted. They are required to go through all the proper jurisdictions and permitting agencies. That open water area would remain, and it would be improved in order to allow for the flow of water into the drainage basin and the open water. Actually, the surrounding area would benefit from that and, particularly, in instances like a hurricane, because it would allow it to flow. It would be fully engineered in the following conditions. Again, they are legally required to do so. With phasing and access around Corley Island Road. The infrastructure would begin on a horizontal basis, so they would accommodate the access roads. First, if we need to come up with a condition that relates to access, they are comfortable with that. We do not want to disrupt the neighborhood and more, particularly, the folks that have lived there for decades. He thanked everyone for their feedback because these are items they could address. Yes, this is a unique project, but there is an interlocal agreement that was negotiated by the city and the county which allows for the provision of utilities here. The silver lining in all that is that we avail ourselves of city performance standards, design criteria along with the requirements and the conditions that are in the PUD along with the ones offered, to make sure we are providing the best project we can. This would not have a lot of concrete, because we are allowing for the preservation of tree areas, open water and a retention pond. This project is unique because there is no agricultural land. They are not creating entitlements out of nowhere. This is zoned commercial, and it is zoned R-6 in the county. What they are providing is the same development program but with far less density. They are to city standards and requirements. No matter what the outcome is today, those entitlements exist, and he wanted that to be clear for everyone's purpose.

Commissioner Connell wanted to know what the width of the road would be to get back there. **Mr. Opsahl** stated the proposed asphalt road is 30 feet and that comes in off the boulevard entry. **PZD Miller** agreed the roads would have to be constructed to city standards, which is 30 feet. **Mr. Opsahl** said there would be 50 feet of right of way and at the mouth it would be 40 feet wide. **Commissioner Connell** said he was curious about the roadway going across the water. **Mr. Opsahl** responded that there is an existing canal that leads into Lake Harris, and it is open water. **Commissioner Connell** asked if they were planning to build a bridge over it. **Mr. Opsahl** agreed and said there would be a bridge installed to go over the open water. **Commissioner Connell** inquired if the bridge would be the same width? **Mr. Opsahl** replied that the bridge would be 30 feet.

Commissioner Pederson said he was hearing comments from the back but what he heard was that this would be the only entrance. It was the primary entrance. He also heard that the site work would all have to be done first. He wanted to make it clear that the roads would be built. **Mr. Opsahl** commented that the boulevard entrance would be the main access point, but there is also an exit on to Magnolia. **Mr. Collins** clarified that there would be a second access point to Magnolia. Referring to the slide, he said it was located at the bottom of the screen, and they could see that access to Magnolia, which is a county roadway. **Commissioner Pederson** wanted to know if they needed a second exit for this size of development. **Mr. Collins** said the canal does not go as far south, and it is shown on the rendering. They can see Magnolia near the bottom. **Commissioner Burry** questioned, if the canal goes all the way to the

lake, how are they going to have access to Magnolia? **Mr. Collins** pointed to the lower left side of the slide, which is all part of the upland portion of the parcel. **Commissioner Burry** thanked him for pointing that out because that would be after they came off the bridge. **Mayor Reisman** asked if there were any other commission comments.

Commissioner Connell stated this was a terrible location for any type of development. He did not think we should put these two-story units in this area. He was sure most of it was sensitive, but with vegetation and everything else, it is just a bad location to put in any additional development. He heard several times that they could do this in the county, so how about this? Go to the county and do it in the county. The only reason they came to us was because the county would not let them do it. Let's be honest. That is why they came to us. If they can do it in the county, let them go to the county commission to get approval for it. He did not believe they should approve it. He knows the zoning and everything else, but they are coming to us for a reason and that is because the county will not let them do it, and we should not let them do it either. We should deny the annexation. **Mayor Reisman** asked if there were any other commission comments. There were none.

The roll call vote was:

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

One yea, four nays, the Commission denied the ordinance.

Mayor Reisman stated this ordinance failed, so the next two items on the agenda are now moot.

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 8.77 +/- acres from Lake County Urban Low to City of Leesburg Low Density Residential, for a property generally located east of US Highway 27 and north of Magnolia Avenue, lying in Section 2, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Venice at Lake Harris SSCP)**

**MOOT ORDINANCE 25-30
WAS NOT HEARD DUE TO ANNEXATION DENIAL**

3. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 8.77 +/- acres from Lake County C-1 (Neighborhood Commercial) and R-6 (Urban Residential District) to City of Leesburg SPUD (Small Planned Unit Development) to allow for commercial and attached single family residential uses for a property generally located east of US Highway 27 and north of Magnolia Avenue, lying in Section 2, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Venice at Lake Harris SPUD)**

**MOOT ORDINANCE 25-31
WAS NOT HEARD DUE TO ANNEXATION DENIAL**

4. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 39.05 +/- acres; and being generally located north of East Dewey Robbins Road and south of Dewey Robbins Road, lying in Section 5, Township 21 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Bar Key II/Grace Groves ANNX)**

ADOPTED ORDINANCE 25-32

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

Commissioner Pederson made a motion to adopt the ordinance and Commissioner Berry seconded the motion.

Mayor Reisman requested comments from the Commission and the audience.

PZD Miller stated this was the BarKey II/Grace Groves property. It is a request for annexation, a small-scale comprehensive plan amendment, and a rezoning to the PUD. The property is thirty-nine plus or minus acres. It is generally located east of U.S. Highway 27 and south of Dewey Robbins Road. The project is surrounded by the existing BarKey Grace Groves project, and it is proposed to be part of that project. This parcel was not under contract at the time the first BarKey project was reviewed and approved by the city commission. This property would basically integrate into the overall BarKey project. The future land use would go from Lake County Rural to the City of Leesburg Estate. The zoning would go from Lake County Agricultural to City PUD. The request is for the future development of 156 single-family units. It does not add to the overall density of the existing BarKey project. It just simply becomes part of it. There would be 156 single-family detached units with a two-floor maximum height. It would be a platted subdivision. The individual units would be sold just like the rest of the BarKey development. There are no other uses permitted in the proposal. There are the standard design and architectural requirements that require a list of five features to choose from in the architectural features. Again 35% open space, which is exceeded. It includes dark sky lighting and significant buffering is provided for adjacent properties in the PUD and around areas that are not directly bounded by the BarKey development. They are adjacent to the existing BarKey, so they would become part of that development. They would not be required to have a buffer there. An open-style fence or a landscape berm is required along the eastern boundary of the site. Landscape buffers are not part of the lots. As always, we allow for Bahia or Bermuda grass instead of St Augustine. The standard sign requirements are no more than five feet in height at the entryway. We did receive a letter from Lake County requesting that we work with them about taking over some roadways in the area and city staff are working with Lake County in that regard. Our PUDs are written specifically to support any roadway upgrade requirements that Lake County has, so we will work with them on that. Finally, there is a phasing or

expiration clause which allows four years for substantial commencement, or the property would revert to the RE-1 zoning. Cindy Tarapani of Tarapani Planning Strategies is here to represent the case and answer any questions. The planning commission recommended approval of this project.

Commissioner Connell wanted to know the reason why these thirty-nine acres were not brought forward with the original submittal. **PZD Miller** answered that when the BarKey property was originally brought in, this property was not included because it was owned by a separate owner. **Commissioner Connell** said they are continuing to add property to this subdivision. **PZD Miller** replied yes. However, this piece of property is surrounded by the BarKey property. Currently, there is a hole in that PUD and for a long time there were ongoing negotiations for this property. **Mayor Reisman** asked if there were any further questions for the planning and zoning director. There were none.

Cindy Tarapani of Tarapani Planning Strategies said she was there to represent the applicant, Kolter Development. For the case today, they are calling it BarKey II as it is compared to the original BarKey I, which is the larger property. It was under completely separate ownership, and it was not under contract at the time that the original BarKey went through. It has subsequently been put under contract and that is why Kolter is here today. They would like to add it to the rest of the BarKey project.

Referring to the slides, she said she had Eric Morseete of Brookfield Kolter with her. He is the vice president. Also, Tom Daly is the landscape architect for the project. The civil engineer Brett Tobias and the traffic engineer Ayman Saidi. Biotech is the environmental consultant, but they were unable to be there. Brookfield Kolter has been around since 1997, over twenty-eight years. They are building communities in five different states. They have one hundred plus active projects, and they recently did a project that is similar in size, scope and complexity in the Lady Lake area. Kolter has the capability financially and the management to do projects of this complexity and size. As mentioned, the proposed site is the hole in the middle of the donut. The blue outline is the original BarKey that was approved in November 2022 and the yellow 40-acre outline is surrounded on three sides by BarKey. To the east is the Anthony property that was also approved for residential use. She showed the original concept plan for BarKey I. She also showed the master plan for BarKey II, which is the parcel we are talking about tonight. BarKey II will be accessed through the lighter yellow-colored parcel and then onto the loop road. This parcel is landlocked today, so BarKey is the most logical developer for it to be added to. It is only thirty-nine acres, and it has no road frontage at all. The maximum proposed development is 156 single-family detached units. Again, they will access through the existing Village 10 of BarKey. We can all remember the access road. The loop road for the project is a pretty major feature of the project. It has two major entrances, one on US 27 and the second one on the north side at Dewey Robbins Road. The loop road that was shown in the dark orange on the map shows how the project will be completely interconnected. Residents can go from one village to another without having to go on the local roads. They can also access the commercial shopping center which fronts US 27 without going on any local roads. They can access it through the loop road. Phase one of this project was approved by the city in March of this year. It includes 546 units and the main entrance will be on US 27 and the secondary entrance will be from Dewey Robbins Road. The community amenity center will be on the lake. All of that was part of the first phase of the project. This new BarKey II portion will be in phase two of the overall BarKey development. She showed how they have just slightly under one acre of wetlands. There are .8 acres of wetlands in the southern portion of the property. They are asking for a voluntary annexation into the City of Leesburg. The site is surrounded on four sides by city property, and on three sides of that is BarKey I. The fourth side is the Anthony property. We are also within the ISBA area for the City of Leesburg to annex. The plan amendment request is the same plan category that exists in BarKey I, the Hodges Reserve and the Anthony property. It is the same plan category that we have in this area. The rezoning for these projects is also in the city's PUD zoning district. However, of course, each one has their own master plan, but they are using the PUD district. The benefit of that for the city and the

public is that what you see is what you get. The only things that can be built within that project are shown in the master plan that was approved. If they approve the second portion as BarKey II, the same thing will apply. There will be no major changes made to this part or the larger original BarKey I unless it comes back through the public hearing process. Within the forty-five-foot lots in both BarKey II and BarKey I, we are adding additional parking at the end of each block to account for overflow parking, parties, holidays, or anything else like that which may require additional parking. There would be parallel parking spaces at the end caps of the blocks which are required by city code, and they are happy to present the architectural elevations. The residential units would be the same model types that are in BarKey I. There are four models to choose from. They have three two-story options and one one-story option. They range in size from fifteen hundred square feet to twenty-four hundred square feet, so they will be very compatible with the neighborhood and that area. **Mayor Reisman** asked if there were any questions for the developer. There were none. He opened public comments.

Michael Anne Hussan of 8601 East Dewey Robbins Road said the city has already approved 3,440 homes on Dewey Robbins Road. That road is only two miles long. If you go down South Dewey Robbins there are another 1,000 homes. Those homes go all the way down from East Dewey Robbins to US 27. How many cars do we have to put on the roads to make it totally inhumane to be there? People are selling their homes now because they do not want to live near this. If she wanted to live in The Villages, she would have bought in The Villages. They have destroyed the entire neighborhood and everything out there. There is no farmland left. She had just come from a Lake County Commission meeting. They know that farmland and agricultural land are being thrown at the wolves constantly. They are working hard against this, because they want to preserve agricultural land and they want people to be able to drive or bike down a road without being hit by a car. Also, this is the road that they use when the Turnpike is blocked. They have to divert traffic through this area. When that happens, she cannot get out of her own driveway. It is not just the housing, this is also an emergency road. These developments have made the whole neighborhood the worst. Do you think the people who voted for you really intended for you to make every square inch of Leesburg concrete? Nobody in the world would want that, so please stop. The City of Leesburg is developing, Howey in the Hills is developing, and so is Groveland. All three communities have access to these roads. It is really shameful. **Mayor Reisman** asked if there were any further public comments. There were none.

Ms. Tarrapani responded that all the roads within their development are at the obligation of the developer. Also, any improvements to Dewey Robbins Road that are required by the county are also the obligation of the developer. A separate developer is installing a light at Dewey Robbins Road and US 27. It was not their developer, it was a different developer on that road. If and when the project triggers a traffic signal at its main entrance at US 27, they would be obligated to put in the traffic signal at that point. They are regulated by FDOT and the county for Dewey Robbins Road along with the city. They feel with two major entrances to the project they will be able to handle all of that. Again they are not talking about BarKey I because that project was approved. They are only adding thirty-nine acres with a maximum of 156 lots to the BarKey project. They are asking for the last thirty-nine acres to be added. **Commissioner Connell** inquired about the number of lots currently in BarKey I. **Ms. Tarrapani** replied that seventeen hundred was the maximum number approved on seven hundred and seventeen acres. **Commissioner Connell** stated the city already has over 30,000 lots approved throughout the city. We already have 1,700 lots already approved for BarKey I. Do we really need to add another one hundred and fifty-six lots? He did not think we needed any more lots because we already had a slew of them. It will take the city thirty years to build out what we already have. We do not need to keep adding to an existing problem. We need to consider this and not move forward because they already have seventeen hundred lots to build. We do not need to add another one hundred and fifty lots to it. **Mayor Reisman** asked if there were any commission comments. There were none.

The roll call vote was:

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

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

5. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 39.05 +/- acres from Lake County Rural to City of Leesburg Estate Residential, for a property generally located north of East Dewey Robbins Road and south of Dewey Robbins Road, lying in Section 5, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (Bar Key II SSCP)**

ADOPTED ORDINANCE 25-33

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

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

The roll call vote was:

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

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

6. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 39.05 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for residential for a property generally located north of East Dewey Robbins Road and south of Dewey Robbins Road, lying in Section 5, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (Bar Key II PUD)**

ADOPTED ORDINANCE 25-34

Commissioner Pederson made a motion to adopt the ordinance and Commissioner Berry seconded the motion.

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

The roll call vote was:

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

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

Mayor Reisman mentioned that paragraph 3E of the 2014 ISBA agreement between Lake County and the City ensures that all current and future roads are brought up under the city dedication. He wanted to know if we could do a study to see which roads needed to fall under that. **CM Minner** said the agreement stipulates that if the city accumulates a certain percentage of land along roadways, then that roadway becomes the city's, with some maintenance requirements. That paragraph is a little tricky for two reasons. First, how do we calculate 50% of the linear roadway, because the paragraph stipulates collector roads. We will need to have some discussion about what the definition of a collector road is going to be. For example, is Dewey Robbins a collector road? Also, would it be 50% of the linear frontage coming from collector roads, which are US 27 and SR 19, and is any intersection along US 27 considered a collector road? Secondly, the last sentence of that paragraph has a "however clause," which kind of unwraps the maintenance requirements. He emailed the county to talk about some JPA issues, roads being a primary one, so we will have some initial discussions with the county on how we go about firming up our portions of the ISBA agreement. However, as far as this adoption, he did not think what we added complicates the issue any more than it already is.

7. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 0.81 +/- acres; and being generally located west of Richey Road and south of W Main Street, lying in Section 28, 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. (Richey Road Storage ANNX)**

ADOPTED ORDINANCE 25-35

Commissioner Burry introduced ordinances 6.A.7, 6.A.8, 6.A.9, and 6.A.10 to be read by title only. CC Purvis read the ordinances by title only.

Commissioner Pederson made a motion to adopt the ordinance and Commissioner Berry seconded the motion.

Mayor Reisman requested comments from the Commission and the audience.

PZD Miller stated this site as indicated is eighty-one plus or minus undeveloped acres. The undeveloped acres are on the backside. The request has four separate parts. First, an annexation, a small-scale comprehensive plan amendment, a rezoning which is standard, and then we have a planned development overlay (PDO). Under the future land use it would go from Lake County Urban Medium to City of Leesburg General Commercial. The zoning would go from Lake County R-6, which is Urban Residential,

to City of Leesburg C-3 General Commercial. Under this, there is a very simple PDO that would allow for the standard C-3 General Commercial uses. The main property at 301 Richey Road has an existing building and the property under consideration has a fence running along the east side and the south side. The PDO requires them to have a fence along the entire perimeter of the property since they would like to have RV storage. There is nothing on that property now, but they would like to add RV and boat storage. This is a very straight rezoning. Other than that, it is the standard C-3 zoning like the rest of the property in the area. The sundown provision is not applicable because it goes to a straight zoning. We did not have to put much into this proposed use because it is consistent with the zoning standards and the comprehensive plan. We received no comments from Lake County Public Works, and we received approval from the neighbor as long as there was a fence. It really is just annexing this piece of land and zoning it C-3 like the rest of the property.

Commissioner Burry thought he saw that one of the neighbors wanted a higher fence. **PZD Miller** said yes, he wanted a higher fence. So, what staff did was put in the PUD that it could be from six to eight feet. It could be anywhere from six to eight feet. If the commission wants to require that the fence be eight feet, they can do that. **Mayor Reisman** wanted to know if the eight-foot fence would only be on the Richey Road portion? **PZD Miller** replied the eight-foot fence requirement can be wherever they want. **Mayor Reisman** stated they already have a fence on the back side. **PZD Miller** responded that there is a fence currently on the south and the west sides, but they can make that requirement if they would like. **Commissioner Burry** stated he would like to have that fence be eight feet, especially with the height of RVs. **Commissioner Berry** wanted to know if tractor trailers would be included. **PZD Miller** replied that any kind of outdoor storage would be possible. **Commissioner Berry** then asked if anyone would be allowed to utilize this property? **PZD Miller** answered it would be open to the public as long as they paid the monthly fee. **Commissioner Berry** wanted to confirm that this would be protected and secured for security reasons. **PZD Miller** said the fence would be the security. He was not sure if the applicant planned to add any further security measures. However, the fence would be there as a security measure. **Commissioner Berry** inquired if there would be a possibility of jobs for people. **PZD Miller** responded that he would hesitate to say yes to that because it is just a fenced area. If they wanted to hire a security person, they did have that option, but he was not sure if it would be needed since this is just a small space. **Mayor Reisman** asked if there was anything in the language for when they have RVs or semis there that says no maintenance can be done on site. **PZD Miller** said they could add no maintenance. **Commissioner Berry** wanted to know how long these vehicles would be allowed to sit. She was referring to the RVs. **Commissioner Burry** said that would be handled through their contract. **Commissioner Berry** said she was specifically referring to the storage. If someone was pulling a boat. They may pull their boat in and out during the summer every weekend, then store it during the wintertime. Is there a term of six or eight months? **PZD Miller** explained that would be covered in the contract. **Commissioner Burry** said it would be handled just like a storage facility even though it is just a parking lot. **CA Watson** added that there are some differences in terms of how long a person might rent that space. If it is six months or less, they would be considered a transient renter, so it is a little easier for the landowner to deal with the removal of those types of folks. More rights come the longer you are there and if you hit that six-month threshold, then you have some stronger protection. It could vary depending on whatever the owner wants to do with their site. Someone may have an RV that is easily movable and someone may be storing something that makes it a little more difficult. **Commissioner Berry** wanted to know if this could be done with any private property in a commercial zoned area. She was now referring to food trucks. **PZD Miller** said in terms of food trucks there is an item on the agenda tonight and the potential answer to that is yes. However, it depends on the individual site. However, that could be possible. **Commissioner Pederson** mentioned that he thought this was a permitted use under C-3. **PZD Miller** added that he thought so too, until he found out it was not. **Mayor Reisman** wanted to know if there was anything they could add that says it cannot be an immobilized vehicle and that the vehicle has to be running? He knew there were trailers, but he did not want this to turn into a junkyard. **PZD Miller**

pointed out that they could call out that they cannot store junked vehicles. However, he believed that is called out in the C-3, but they could add that the vehicles and trailers must be licensed and registered. **Commissioner Connell** stated he did not have any problems with the annexation and rezoning, but he did have concerns with the outdoor storage. Lord knows we already have enough junk cars that we see when driving down the roads. We do not need to keep adding to this problem. **Commissioner Pederson** remarked that this would be set well off the road in a heavy commercial/light industrial area. It is a pretty good fit. **Commissioner Connell** said he understands that this would not be on the main drag, but he still does not want to continue adding to something we already have a problem with. Anything that is stored out there needs to be very limited, and we need to have a real scope of what is allowed. He agreed with Commissioner Berry about tractor trailers because he did not see them working. If we are going to limit this to boats and RVs, then it needs to state boats and RVs and anything that is there needs to be properly registered and tagged because it is not a junkyard. He had no problems with the zoning and annexation, but he was not sure if we needed more outdoor storage. However, if we are going to do it, then there needs to be some major restrictions on it. **Commissioner Pederson** disagreed. We are grossly overly complicating an outdoor storage area for the applicant. **Commissioner Connell** asked if he had seen some of the other outdoor storage areas around town. **Commissioner Pederson** explained that he would not approve this if it were on a major thoroughfare. This is a good location for this type of product. He was just trying to be respectful to the applicant. **Commissioner Connell** stated he was not trying to be disrespectful. He was not saying it was a bad fit, but there needs to be some high restrictions on it if we are going to allow more outdoor storage in this town. **Commissioner Berry** added that she would not want to see this on a major thoroughfare. However, she would agree with this area, but she was concerned about what was already in residential yards that could be moved to this area to be parked. When riding through neighborhoods that do not have an HOA, you see boats, RVs, and now they could potentially see food trucks parked in yards. We need to have stronger restrictions put in place that include the length of time, the in and out and security. **Commissioner Pederson** respectfully disagreed because we are about to talk about an ordinance that addresses food trucks. They would have to basically move their truck every night, and we cannot block storage areas in town. **Commissioner Berry** said we do not allow that type of storage at their residential homes, so where would they go? **Commissioner Pederson** stated they would have to store it at this place if we approve it. This would be a perfect fit, that is what it would be for. Again, we are overly complicating it. **Commissioner Connell** wanted to clarify that he would want to put high restrictions on this. **Commissioner Pederson** said in this area he does not see that. It is only .81 acres, so he can only store so much. We would not be approving a junkyard because that is under a different zoning category. **Commissioner Connell** remarked that if they are not tagged and registered it is probably junk. **Commissioner Pederson** stated he did not want to argue all these points, because we are overly complicating this. No one wants a junkyard. Plus, he did not believe storing tractor trailers was the applicant's intent. **Mayor Reisman** added that the property would not be big enough for that, so they could put a restriction on that. **Commissioner Berry** said it stated RVs and boats. However, there is a problem with tractor trailers being parked on the sides of roads in residential areas. **Commissioner Pederson** pointed out that if they lived in unincorporated county then they would be allowed to park in their yards. If it is happening in the city, it is prohibited. **Mayor Reisman** said if they are doing that in the city, that would be a code violation. **Commissioner Berry** said exactly, but not only are they on the side of the roads, they are also parked back against the sides of their homes and that was her concern. She did not disagree with the zoning. She was supportive, she listened, and she heard what was being said, but she was concerned if there would be more of this. We would have to acquire an area to store things if we have something coming down the pipe that will require food trucks to move because they cannot go to their homes. The trailers that haul yard waste and landscaping industries cannot park their trucks on the side of somebody else's property or on the side of their yards. **PZD Miller** said this would be an ideal location for a landscaper to park. The owner and applicant were present if the commission wanted to hear from him. **Commissioner Connell** questioned if they could limit what could be stored there as long as it was reasonable. **Commissioner Pederson** said as long as it was reasonable.

However, they should talk to the applicant because he did not believe that was the intent. **Commissioner Connell** said he did not want to see more airplane parts.

Chris Kelly of 4525 Myrtle Street, Edgewater stated this was an evolution overlay. Initially, they did not have a storage facility in mind, and they still do not. Their first preference for this property was to put up a warehouse that meets all the setbacks that could include some outdoor storage. There are some types of businesses, such as plumbing, that need some outside storage for things like PVC pipe. Having an area outside to have a layout space and having the ability to do that makes it more marketable. What the planning and zoning director was trying to do was to not have us come back with something that did not meet the requirements under the zoning that they have. This has evolved into something that it was never intended to be. Their first preference is not to store boats, RVs, junk or any of that stuff. Their preference is to have a warehouse. They have already talked to a local engineer who has done several projects in the city. They will make a conceptual plan because this property is not part of the stormwater retention system that is in place with some of the other properties around it. We will have to come back so they can store water to do a development, but it will be small. They were trying to not have to come back before the commission for a second time. He was sensitive to the comments that were made about what had happened on Main Street because he had also seen it. They do not want to be a part of that either. Their intention is to have a very nice clean warehouse with some outside storage and if that requires an eight-foot fence, that is fine. There is already a nice white vinyl fence on two sides, and they keep that whole area mowed. They are doing their best to be good neighbors. They already own the warehouse that is immediately adjacent to it to the north, and they are looking at developmental options while keeping the door open to do something that will be beneficial for that property and the city. They are open to suggestions, but he certainly has no issues with junk, cars and boats that are not registered. They would not entertain doing anything like that and, to be blunt, they did not want to get into that business. As Commissioner Connell said, if it gets approved it rides with the land, and he was absolutely correct.

Mayor Reisman said gauging the commission do they want an eight-foot fence restriction, along with a restriction for only storing registered and entitled vehicles? Would they want to put a restriction saying no semis? **Commissioner Berry** said this was a great idea, and it is much-needed in the city, but she had questions about how they would get in and out. Would they just drive freely or would there be an automatic gate? **Mr. Kelly** explained that he was not interested in that type of product at all. Their preference was to put up a warehouse. However, in some cases, some types of businesses do require some outside storage. For example, in Sanford there is a sprinkler supply business. They have a warehouse, and they also store some items outside on rafters and racks. It would be that type of outside storage. They do now want to get into storing RVs or boats. Also, in some cases, businesses may do land development so they may have equipment like skid steers that need to be stored somewhere outside. They do need a place to put that type of stuff so it could be considered outside storage. The outside storage would be in conjunction with a warehouse concept. They do not anticipate going into the storage business with it being self-storage of boats or RVs. The planning department staff brought this to their attention because it was not part of that zoning wording. Again, to be sensitive to Commissioner Connell, once it is voted on, it is voted on. If they sold the land, then those entitlements would run with the land. He was sensitive to what the city wanted to see in the long run.

Commissioner Berry wanted to confirm that his intentions were to have a warehouse. **Mr. Kelly** replied yes, that was his objective. **Mayor Reisman** said that would be his final objective, but they are still working on it. So, right now, they would like to do storage, but their ultimate objective is to build a warehouse down the road. Right now, they would like to use it for storage, so they need to take the warehouse out of the picture and focus on the storage. He asked if someone wanted to make a motion. **Commissioner Connell** said he wanted clarification because the applicant referenced storing PVC piping and everything else. So, now we are moving completely away from vehicles. So what is it? If this were to

pass, he would want a list of what is permissible to be stored there. If it is going to be open-ended storage where they can put whatever they want, then he would be an absolute no. **PZD Miller** mentioned that he did not explain it correctly to begin with. He would like to come in and use the C-3 uses, which is basically expanding the existing warehouse or adding another warehouse. The PDO is simply to add an option for outdoor storage if it is necessary once the project is annexed. For example, plumbers do sprinkler systems, so they will need that storage area to lay out pipes. They will need large amounts of storage. When they have outdoor storage, they can easily get into vehicles. However, that was not the primary consideration. The primary consideration was to have a warehouse, but the PDO is to simply say if outdoor storage is needed, then they can use it for outdoor storage. However, if they use outdoor storage, we have to take into account that people may want to rent a space for an RV, an old car or whatever. So, if the commission wishes to restrict that to say no semis, that would be fine, but it would be a great place for food trucks. **Commissioner Connell** asked if they could do the annexation and rezoning tonight without passing the PDO until they receive a full list of what would be allowed underneath the PDO. **PZD Miller** answered yes. If the commission allows them to hold it off, that can be done. **CA Watson** said this was an overlay, so it would be okay to table that item to a certain date and location. **PZD Miller** stated they could bring back a list to the meeting. **Mr. Kelly** wanted to provide a little history of this property. When they purchased the warehouse, they also purchased about fifty feet behind the existing warehouse. Since then, they added another fifty feet because they purchased it from the owner to the south. Now that .81 acres is still in the county, and the tenants who are currently leasing that warehouse are using that big grass field to park trailers and trucks. So, currently they are parking on county property. They are using it to park a couple of vehicles. When they acquired the extra fifty feet, they realized they needed to bring it into the city and change the zoning so they would meet what the city's expectations were. That was how this all began. They do not have a concrete business plan for this property yet. It may stay a grass field for quite some time, but at least the two or three cars that are there, or if they have a tenant that has a trailer that they need to park behind the warehouse it is there. They will put the fence up, and they will be in compliance with the city. **Commissioner Berry** asked that when this comes back can they have a business plan of what they are looking to do with this property. **PZD Miller** said there would be temporary storage adjacent to the primary warehouse. **Mayor Reisman** asked if there were any other commission comments or public comments. There were none.

The roll call vote was:

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

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

8. **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 0.81 +/- acres from Lake County Urban Medium to City of Leesburg General Commercial, for a property generally located west of Richey Road and South of W Main Street, lying in Section 28, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Richey Road Storage SSCP)**

ADOPTED ORDINANCE 25-36

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

Mayor Reisman 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 Burry	Yes
Mayor Reisman	Yes

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

9. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 0.81 +/- acres from Lake County R-6 (Urban Residential) to City of Leesburg C-3 (Highway Commercial) to allow for commercial uses for a property generally located west of Richey Road and South of W Main Street, lying in Section 28, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Richey Road RZ)**

ADOPTED ORDINANCE 25-37

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

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

The roll call vote was:

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

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

10. **An Ordinance of the City of Leesburg, Florida, adding a PDO (Planned Development Overlay) to the C-3 (Highway Commercial) Zoning on approximately 0.81 +/- acres to allow for outdoor storage uses for a property generally located west of Richey Road and South of W Main Street, lying in Section 28, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Richey Road PDO)**

TABLED ORDINANCE

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

Commissioner Berry made a motion to table this item until the July 14th city commission meeting to allow for further information to be provided and considered before voting, and Commissioner Burry seconded the motion.

The roll call vote was:

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

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

11. An Ordinance of the City of Leesburg, Florida amending the City's Code of Ordinances; Chapter 25, Section 25-292 (18) Mobile food vending; providing for conflicts, severability, and an effective date. (Mobile Food Vendor Ordinance Revision)

TABLED ORDINANCE

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

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

Mayor Reisman requested comments from the Commission and the audience.

PZD Miller said, as noted at the June 9th city commission meeting, there has been a significant increase in the number of food trucks in the city over the past few years. Under the city's current ordinance, technically they are required to get a permit and meet specific standards listed on the permit. The Florida legislature preempted permitting of food trucks under Section 509.102 of the Florida Statute, which states that we cannot require licenses, registrations, permits and fees. This is the case with food trucks, tree permits, group homes, business tax receipts, and other functions of local government when the state legislature chooses to control them. Now, because of that preemption, staff have now been charged with updating the local codes to meet the state requirements. In the proposed ordinance, there will be three options to allow for mobile food vendors; one is to require a letter of location compliance, which we are allowed to do under the state statute. It would not be a permit; the letter of location compliance just says this location in particular meets the requirements of the ordinance in the statute. Secondly, we would allow them two times per year under a temporary use permit. That is if someone comes in and says they want to try a certain spot to see if it would work for them. Then, they could come back for a letter of location compliance if that spot worked out. Finally, we would allow mobile food vendors in conjunction with special events such as Bikefest or the Arts Festival, those types of events. At the June 9th meeting, Senior Planner Max VanAllen gave a presentation about the proposed changes to the mobile food vending ordinance and answered some questions from the commission. She was present tonight to go over the revisions of that ordinance.

Senior Planner (SP), Max VanAllen, said the first section that was amended was Section I, Location Requirements. They added no active unresolved code enforcement cases as a requirement for an eligible location. We also added no mobile food trucks within a 200-foot buffer of any brick-and-mortar

restaurant unless expressed written consent was provided. This secondary location requirement was based on the following research. They conducted some research and looked at 500-foot, 200-foot and 100-foot radiuses. Referring to the slide, she said they looked at a particular location and measured from the food truck to the property line. In this case, for this study, the 500-foot buffer is quite large. They had four conflict areas that showed up as brick-and-mortar restaurants. The yellow dot in the center is the mobile food vendor and the larger yellow circle (the buffer) crosses North 14th Street and beyond. So, the research shows that the 500-foot buffer they are dealing with was a very large radius with the potential for many conflicts, especially when it comes to smaller parcels with single mobile food vendors. The 200-foot buffer has a medium radius. In this case, they found two restaurant conflicts, and it still crossed North 14th Street, so they are still picking up a good area. There was not too much radius, however, it did pick up extraneous conflicts. This would be the planning and zoning recommendation based on research. The research involved plotting the current mobile food vendor permits on a map and then running the buffer to create the circle radius. This was just one example, but they did it for every permit going back to 2023. The 100-foot buffer is small and in this case they did find one restaurant conflict at this location, but it did not sufficiently cross across the street as the other buffers have. This is highly dependent on where the mobile food vendor is parked on the property. If we were measuring from food truck to restaurant property line, that was their major concern with the 100-foot buffer. Moving to Section K, Operational Standards, they clarified that special event permits would allow overnight parking in the case of weekend-long special events such as Bikefest. They also added that all state licenses must be clearly displayed for customers in the window of the mobile food dispensing vehicle during operational hours. The next section, Section L, Grounds for Revocation. They clarified that the police department would be the backup enforcement agency outside the city code enforcement's normal operating hours. They also added no unresolved code enforcement cases for mobile food vendor vehicles or the principal business. This was another area where they were clarifying that. **PZD Miller** said they added those changes as a result of the conversations from the last meeting. These were all specifically taken from what the commission asked for.

Continuing, **SP VanAllen** said at the last meeting they discussed a food truck alley. City staff went ahead and identified three sites; one publicly owned and two privately owned as potential options. The first being a portion of the Resource Center property. They highlighted that area in green. That is city-owned property, and they would need to work out some sort of mechanism for food truck leases. They felt this was an appropriate area because there was a lack of restaurant options in the surrounding area. This would fill that need at this particular site. Another option, which is privately owned, would be a portion of the Lake Square Mall. They have had interest from both the mall and the planning commission to allow for multiple food trucks at this site. We feel this may be an appropriate location for multiple vendors. Of course, we would have to work with the property owner to draw up some sort of agreement and perhaps that would require a planned development overlay to get that site to work. They did a ride around the city to map out possible locations for mobile food vendors and what we discovered was a vacant property across from Yellow Jacket Way, which is currently privately-owned. It is right off US 27, so it would be located right off a major thoroughfare. Of course, they would have to work with the property owner, but at this time it is vacant property that could be developed. **Mayor Reisman** asked for comments and questions.

Commissioner Connell said it was mentioned that staff were proposing a 200-foot radius. Is that a 200-foot radius from the location of the food truck? **SP VanAllen** replied it would be from the location of the food truck to the property line of the property with a restaurant. They are open to amending that based on commission wishes. **Commissioner Connell** wanted to be clear. Would the location of the food truck be to the actual brick-and-mortar building or is it to the property line that the brick-and-mortar building sits on? **SP VanAllen** replied it would be the property line that the brick-and-mortar building sits on. **Commissioner Connell** then questioned if they were measuring from where the food truck parked. How

would they know it was parked in the exact same location every day? **SP VanAllen** replied that would be something they could look at. **Commissioner Connell** pointed out that it should be 200-feet away from the property line that the food truck sits on, and it should go to the property line that the brick-and-mortar building sits on. For him, going from the food truck they are mobile, so they may not always park in exactly the same spot. Referring to Palm Plaza, they could be 200-feet across the parking lot one day, but the next day they could park closer even though they are still in the parking lot. He wanted to make sure that if they moved along with this, it did not become a problem for staff when trying to keep track of where these food trucks or carts are parked every single day. **SP VanAllen** indicated that there are two ways one could address this. One would be to go from property line to property line and the other would be to add a site plan as part of the letter of location compliance that would show exactly where they would be parking. Again, that would be part of their location compliance. They could add that to the language, saying a site plan would be needed to be compliant. That is definitely something staff could investigate, or they could switch from property line to property line for that measurement.

Commissioner Pederson said during the last meeting they discussed the 100, 200, and 500-foot radius, and it was just alluded to. Referring to the example, that food truck would now be out of business unless he moves his truck on the property. However, we would put this guy out of business period. At 200 feet, what is the percentage or how many food trucks would we impact? **SP VanAllen** replied that based on the mapping, it would be roughly half of them. **Commissioner Pederson** wanted to know roughly how many food trucks we have in the city currently. **PZD Miller** responded that there are close to twenty trucks right now. There are quite a number, but if the food trucks were within that buffer, they would have to get the permission of the property owner, saying that they did not mind them being there. **Commissioner Berry** wanted to verify that there would be one food truck per property. **SP VanAllen** agreed. **Commissioner Berry** wanted to know if the trucks would rotate. If another truck wants to come another month or is that one forever? **SP VanAllen** explained that there would be one per property until written revocation is provided. It would have to say that this vendor is no longer here, then the new vendor could apply for that location, but we do need it in writing. **Commissioner Berry** wanted to know what the timeframe would be for that. **SP VanAllen** replied one year. **Mayor Reisman** questioned if that would be based on the principal business for how long they would want them to be there? **Commissioner Berry** mentioned that a vendor could decide after two days that they would not be successful with revenue at that location, so they may not want to stay there. Would they have to wait one year before they can go anywhere else? **SP VanAllen** indicated that the one year is the letter of compliance and that is done on a permanent basis. They would have to re-up every year by coming in and providing their letter of location compliance. In addition, if they wanted to leave and go somewhere else, they would provide that written paperwork to the city. **Commissioner Berry** wanted to confirm that they would have that option. **SP VanAllen** replied they have an option where they could say this site did not work, and they can revoke and move to a new site where there are no other food trucks. **Mayor Reisman** said if they tried option two, that is two days, two times a year, they could test the site to see if it is revenue-generating and, if it is, they could apply for a letter of compliance, which gives them a year. **Commissioner Burry** inquired if the State of Florida requires a 200-foot radius? Also, do they require that a food truck leaves every night? **SP VanAllen** answered no. **Commissioner Burry** continued to say that we would be the ones putting restrictions on folks that are operating businesses. **Commissioner Pederson** pointed out that we would be putting half of them out of business. **Commissioner Burry** felt it would be more than just half. He wanted everyone to be aware of what they were doing. At this point, he was not in favor of this. **Commissioner Berry** said we would not only put people out of business, we would be using residential areas to park food trucks at night. It is happening now, and it does not look good. **Commissioner Pederson** pointed out that they should not be doing that. If they are city residents, they should contact code enforcement.

Commissioner Berry said they were there trying to come up with a plan, but at that point there was no

plan. No offense, but this needs to be thought through more because, otherwise, we are telling the food trucks that they cannot sit at the auto station overnight. So where would they move the trucks too? Where would they go? If they have nowhere to go, they are going to take that food truck home. If they live in a residential area within the city, that is not allowed. **Mayor Reisman** pointed out that they could take the trucks to a storage facility like U-Haul or something like that. **Commissioner Berry** wanted to know who would go there every day to verify the trucks are in the same spot. They may not know. We need to give a plan and a timeframe. **Mayor Reisman** indicated that there are a lot of businesses that store their business property in a storage facility. They would go there every day to get it and drop it back off. They would have to drive back and forth every day. **Commissioner Berry** said that was her point. She was trying to figure out what the plan would be for providing a storage area for someone to go to. She knows the city is not into the storage business, but we have to consider this when we say no. **Commissioner Pederson** stated they just tried to approve a storage yard, but that got very complicated. **Commissioner Berry** felt it was not complicated, and it was not clear about what was being presented. Then, as we saw, he did not have a plan. However, we are talking about food trucks, and she wants to be clear about how we can be fair to people when food trucks are their income. We do not need to see food trucks parked right on the streets, nor do we need them parked right next to or in front of restaurants or businesses that we want people to patronize. However, they have to remember some of the five-star restaurants started on a corner in major cities. She would like this to be as fair and equitable as possible across the board. She does not want to make any hasty decisions because this has not been really thought through. **Commissioner Connell** stated two weeks ago he brought this issue up with food trucks. He wants to make sure that these food trucks do not harm our brick-and-mortar restaurants, and the proposal of a 200-foot distance is fair. If established businesses do not have an issue with it, they can release it and the 200-feet goes away. That is only fair to our business owners. If they do not think it affects their business with the food truck sitting basically in the parking lot, then surely sign the waiver and let them sit there. He would be fine with that. He just wanted to give our business owners some protection. **Commissioner Berry** and **Mayor Reisman** agreed with that statement. **Mayor Reisman** asked if there were any public comments.

Gary Custer of 8909 East Treasure Island Avenue, Leesburg, said he lives in the county, so this really does not affect him. However, he does have a food truck on his property. He rents spaces to park big trucks and boats. This ordinance would affect those businesses. They are a business and these people provide jobs too. In some cases, these food trucks have four different people that work for them. They are making money for the family to live on. **Commissioner Connell** said he understood, but there is a difference between a food truck and a brick-and-mortar established restaurant. **Mr. Custer** commented that the city has already eliminated having tables and chairs in front of the food trucks. That was in the old ordinance. They took a four-page ordinance and made it eight pages. There is a brick-and-mortar restaurant with air conditioning, wait staff, and if somebody wants to go to a food truck to get food, they are going to go to a food truck because they do not want to go inside a restaurant and sit down. These are the people that mow your grass, paint your house, or install your roof. They want to eat food quickly and easily. **Commissioner Connell** reaffirmed that the city was not eliminating them. We are only limiting the location. If the restaurant does not feel the food truck is affecting them, then they can sign off and allow them to stay. **Mr. Custer** remarked that if a brick-and-mortar restaurant cannot compete with a food truck with wait staff and air-conditioning, then they need to step their game up. **Commissioner Connell** respectfully disagreed. **Mr. Custer** said he could not believe the city would want to put these people out of business. Most of the owners of food trucks are minorities, so if you put them out of business, what are they going to do? Where are they going to go? The city wants to put them in a food alley or in the mall. Not everybody has access to the mall.

Colin Robles, owner of the super taco truck on US 441, said there has to be some special provisions. He is also the owner of the plaza where his food truck is located. He is not renting a space because his truck

is parked and registered through the same corporation. He would have to move his truck from this location to another one. He has five families that are supported by this food truck. He does not believe any restaurant would allow it or give him a letter saying it is okay to do it. That is ridiculous. If they put that clause in, nobody is going to accept that. **Commissioner Pederson** wanted to verify that he owned the property and if this ordinance included the 200-foot rule, would that put you out of business? **Mr. Robles** answered yes. **Commissioner Pederson** stated he was sympathetic to that. **Mayor Reisman** said he knew where his business was, but wanted to know which restaurant it would have a conflict with. **Mr. Robles** said it would be El Ranchito and the new breakfast place. He had already heard some complaints about his food truck from the new restaurant. No one is going to say yes or give him a letter. **Mayor Reisman** remarked that if you are a property owner, you are authorized to put it on your property. **Commissioner Burry** pointed out that the ordinance also states that they are required to move it every night. **Mayor Reisman** agreed. However, without picking on him, he is also storing two food trucks, an RV, and a boat at this location. **Mr. Robles** agreed, and said right now it is also under construction. **Mayor Reisman** stated it has been like this for a couple of years. **Mr. Robles** indicated that those would be gone. **Mayor Reisman** indicated that when he talked to him months ago about this he brought it to his attention. **Mr. Robles** said yes, he had been working on putting a new roof on the building. **Mayor Reisman** wanted to know if it was the buffer that was catching everybody. **Commissioner Pederson** mentioned that he had already chimed in when Commissioner Connell brought it up. He believes the intent is good, and he fully understands the intent, but when they get into the weeds here, he does not like that they are putting people out of business. He is troubled by that, and he would like to slow this down and let the staff work on it a bit more. He does not have the answers tonight, because this is a tough one. He could not support a resolution that puts ten out of twenty food vendors out of business. Granted, they can move, but it still troubles him. Also, Commissioner Burry brought up a good point too, because the state also has regulations on this. It is a complicated issue, so he would like to slow it down. However, he does not know if we are even going to accomplish anything. **Mayor Reisman** asked if there was a way for staff to tell them how many of these food trucks are at locations that have code violations? **Commissioner Pederson** said that would be a whole different issue. **PZD Miller** replied that they could do more research on that. It may be a good idea to slow it down because there are some trucks out there that are not permitted. **Commissioner Pederson** continued to say they would be the ones that are not properly licensed and the ones that have code enforcement issues. We do need to toughen up on those, but for the hardworking gentleman, he does not feel good about it. Also, this gentleman owns his own property, so that compounds it even more.

Commissioner Berry wanted to know more about the recommendation of having food truck areas around town. Can staff look to see if there are possible locations and if the locations would be financially feasible? Is there an area around town that is nowhere near a brick-and-mortar that could be used as a food truck area to address the workers that need to eat quickly? **Commissioner Pederson** pointed out that they would have to approve a zoning overlay to allow that on any property. **PZD Miller** agreed. He does like the idea of slowing it down to allow staff more time to go back and do additional research. Staff would appreciate the additional time to do some more research and to get some individual feedback. He believes they will come up with more clarifications. **Commissioner Pederson** agreed this was a tough assignment, but putting people out of business bothers him. **PZD Miller** commented that he believes they can come up with a plan to satisfy everyone's concerns. They can put in a buffer, which is what Commissioner Connell wants. They can look for different places which then become a separate issue from just this ordinance, but they can figure out if they will need to be taken out overnight. However, we need some feedback, and they can make some changes to make it better. **Commissioner Pederson** indicated that there were some good things here, but the moving every day bothered him. That would be very burdensome. **Mayor Reisman** wanted to know if he would be okay with the long-term if they had a letter of compliance. **Commissioner Pederson** replied that, based on what he heard, we also do not allow them to put up tables or chairs. He had not seen one food truck that really bothered him. He understands

how this started with food trucks competing with restaurants. However, he is open-minded. **Mayor Reisman** added that some food truck vendors were putting tents up and drilling into the ground. Some were even dumping oil on the ground, so that is where a lot of this came from. **Commissioner Pederson** pointed out that the city should be tougher on those types of issues. We need to focus on the ones who are not licensed and the ones who have code enforcement issues. We should focus on them in the short term while we sort this out. **PZD Miller** said if they could give them thirty to forty-five days that would be a big help. They could come back with some revisions to address some of the additional feedback from the individual commissioners about what they would like to see. He believes they can make something work. **Commissioner Berry** asked if they said no private property or can a private property host an area for this? **PZD Miller** answered yes. Private property can do that. **Commissioner Pederson** pointed out that it would still require a zoning overlay. **PZD Miller** agreed. It would require a zoning overlay, but if it was a C-3 and there was good access and parking, they could make that work. On private property, the owner will want to charge each truck and that is contractual with the private sector, and we do not have to worry about that. However, we do need to worry about access and having enough parking, those kinds of things. If the city owns the property and does not have a plan for it, then we need to reach out to the city manager to see if that would be something that works, because there are food deserts out there where it is difficult, especially if you do not have car access or transportation. These are things that they need to pay attention to. The idea of the property by the Resource Center staff really liked that one because that area is a food desert area. There are some things that we could add and make some revisions on.

Commissioner Burry made a motion to table this item for the August 25, 2025, city commission meeting and Commissioner Berry seconded the motion.

Commissioner Burry added that in the meantime, staff should speak with individuals because we all have different ideas, and we need to work them out. **PZD Miller** said he would appreciate that. **Commissioner Pederson** mentioned that the owners of the food trucks should also contact planning and zoning because we want their input too. He then informed the commission that he would not be able to attend the city commission meeting of August 25th.

Commissioner Burry amended his motion to change the date to the August 11, 2025, city commission meeting and Commissioner Berry seconded that motion.

The roll call vote was:

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

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

Mayor Reisman apologized because he missed allowing someone to speak during public comments. He asked the gentleman if he still wished to speak.

A gentleman named Jose said he owned the food truck that is located in the Tractor Supply plaza across the street from Rural King. The food truck is near the La Palma Mexican Grill. They sell chicken and ribs on the grill. They started at the flea market with a dream of doing it. They have rainy days, cold days, and hot days. They went on vacation, and they told them they could not do it anymore at the flea market. They decided to buy a new food truck for \$45,000. They started their dream in Leesburg. When they moved here, they lost all the customers because they were in Marion County. When they moved to

Leesburg, they had to start over with zero clients and zero money for a couple of weeks. They put out tables and tents. They made it back, and then they were told they had to remove the tables and the tents. The city cut the hands off of all of them. They were almost one step towards opening a business with a food truck and a builder. He spoke with city staff a couple of months ago about that. However, as soon as they had to take the tables out, they lost a lot of clients. They had all the permits. They were legal. They had everything they needed to sell on the street, and then they were sent a letter that said they had to remove the trucks every single night. That is hard because his wife works in food trucks, and he works in lawn care. He is the only person that can drive heavy trucks, so it will be difficult for them to start over. They cannot compete with a restaurant, and they cannot compete with other food trucks. We feed the workers on the street. We feed the laborers on the street. They do not want to go inside the restaurant and pay \$65 in thirty minutes. On a food truck they pay \$10 to \$15. They even support the people that work for the city and the county. They give them free drinks because they work for the city or county. **Mayor Reisman** thanked him for his comments.

B. FIRST READING OF ORDINANCES:

- 1. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 91.07 +/- acres; and being generally located south of CR 48 and east of Number Two Road, lying in Sections 17 & 20, Township 20 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Lake Margaretta ANNX)**

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

Mayor Reisman requested comments from the Commission and the audience.

PZD Miller stated this was the Lake Margaretta Escapes project. It consists of one hundred and ninety-six acres. It is located south of CR 48 and east of Number Two Road. The request is for annexation, large-scale comprehensive plan amendment, and rezoning. Approximately one hundred and three of the one hundred and ninety-six acres are already in the city limits. So, part of this project has to be annexed, and then the entire one hundred and ninety-six acres would need to be rezoned. It currently has city zoning districts of Agricultural and Estate Density Residential and the future land use of Estate. That is the property that is currently in the city. The comprehensive plan for this property is for the remaining ninety acres and the rezoning is for the entire one hundred and ninety-six acres. The comprehensive plan request is to change from Lake County Future Land Use of Rural Transition and Rural to the City of Leesburg Estate. The zoning would go from Lake County Agriculture to City of Leesburg RE-1. This is one of the last few remaining areas in the City, which is still City Agriculture, and they are requesting to change to the City of Leesburg PUD. The request is for the development of five hundred and eighty-six attached and detached single-family units as seen in the conceptual plan. No substantive comments were received by the city and this is outside the Leesburg electric area. The project is subject to school concurrency. The Lake County Public Works had a number of comments, including sidewalks, a potential traffic signal at CR 48 and Number Two Road, additional right-of-way, left and right turn lanes, and a number of other

requirements. In addition, they had comments about Number Two Road, so the county is fully involved in the expansion of the roadways should this project be approved. They did not receive any specific public comments. The city did request that there be a neighborhood meeting to discuss the project. He thanked the neighbors and the applicants who attended and provided input. Some of those neighbors are present tonight. Under the PUD, the requirements are five hundred and eighty-six single-family homes with a two-floor maximum height. It is a platted subdivision, so the lots would be individually sold. There are no other uses permitted. There will be three sizes of lots: fifty, sixty, and seventy feet with two parking spaces for each unit. Under design and architectural standards, we have the standard architectural requirements of at least five different items that they can choose from a list of about twenty, and they must be applied to each home. There is 35% open space, which is exceeded in their plan. Dark sky lighting is required; significant buffering to adjacent properties is provided in the PUD, including a twenty-five-foot buffer tract around the entire property. The landscape buffers are not part of the lots as this is standard. Signage will consist of decorative entryway features. Again, Bermuda and Bahia grass are permitted. There is to be no St Augustine. A minimum of 2.7 acres is devoted to recreational uses, which includes a swimming pool and cabana with on-site parking, children's playground and gazebos. In addition, there is a requirement for dog parks and trails around the retention areas. If a retention area is dry, it can be used for a field as a play area as long as it is dry most of the year, which we have done in quite a few of the PUDs. The recreation areas have to be constructed by the time fifty percent of the residential units are complete. The entire development has to be on city water and wastewater. We also have the standard phasing or expiration clause. Mike Rankin of the Land Planning Group is here to represent the case along with several members of their team. **Mayor Reisman** asked if there were any questions for the planning and zoning director. He also asked if the commission wanted to hear the presentation from the developer.

Commissioner Burry said one of his concerns is in the middle, because that area will be sitting in the county where the current residents live and those two homes currently have access to Number Two Road. **PZD Miller** stated it would be preserved for them. **Commissioner Burry** wanted to know how they would keep the new folks off Number Two Road. **PZD Miller** replied that there were discussions about this and the last time they talked about it, they indicated that there was to be a gate with some type of keying mechanism or a card reader. **Commissioner Burry** wanted to make sure they were confident that it would work. **PZD Miller** responded they would not be able to get through the gate without some sort of key. However, he could not guarantee it. **Commissioner Burry** pointed out that was his main concern because the idea was to keep the traffic off of Number Two exiting on to CR 48. **PZD Miller** informed him that part of the PUD is to preserve their access. **Commissioner Burry** wanted to know if those folks were confident with what had been discussed. **PZD Miller** indicated that he had not talked to them, but the applicants had. **Mayor Reisman** asked the commission if they wanted to see the presentation. By a nod of the head, the commission agreed that they did not need to see it until second reading. He asked if there were any questions for the developer. **Commissioner Burry** stated that was his only concern. He just wanted to make sure everybody was happy. **Mayor Reisman** asked if there were any public comments.

Sandy Russ of 6813 Lake View Drive, Yalaha, said the reason there were not a lot more people there was because when they met with the developers they told everybody at that meeting that they would not be allowed to speak at this meeting. That was why nobody was there. She called this morning and was told they could speak. She put it out on social media to come to this meeting and provide input. However, she was the only one there with her neighbor. There was a printout on the table at their neighborhood meeting that said no one was allowed to speak at this meeting. They spoke with the developers about a lot of different topics and when he presented it to the planning board meeting, he said it was mainly traffic and people passing illegally on CR 48. We talked about density levels, and the fact that there are no wildlife corridors provided. We talked about traffic, the access points and Number Two Road. We also talked

about the quality of life for the current residents who are encompassed in that and the ones who reside in Trimpi Place. There were discussions about the need for this number of homes. She was not against growth, because it is needed to sustain the city. She had only lived here for five years, and she was so happy to find a lot where she could build her own house because she did not want to end up in one of these types of developments with fifty-foot lots. She likes and prefers rural areas. She moved here from South Dade County. When she grew up there, it was a rural area, and she watched it get destroyed. That was why she moved here. A fifty by one-twenty lot is only six thousand square feet and an acre is forty-three thousand five hundred and sixty square feet. The proposed lots are only fourteen percent of an acre, which is what the majority of the lots would be. The four and five-acre lots are only 2.75% of the development and that is not compatible with the rest of the area. The City of Leesburg Comprehensive Plan talks about compatible densities, so everyone knows what that means. For the surrounding neighbors, this is not compatible. She watched the planning meeting, and she was really surprised that two of the board members said they did not understand the difference between rural and rural transition densities. This area in Lake County is rural. Thank God those board members came out and looked at this area themselves. She also looked at the City of Leesburg Comprehensive Plan to see why they would not understand, and she noticed that it was not defined there. Why is that? Is there no rural land in Leesburg? This is a rural area here and the city has already annexed a lot of this land and there is really nothing to show for it except for a lot of rooftops and traffic. They also talked about housing needs. She wanted to mention that the city's development map was stupendous, and every city should have one because it showed exactly what had been approved, where it was going, how much property it was and what year. What she found in 2020, when she moved here, is that the City had approved, from 2020 to 2025, six thousand five hundred houses east of US 27 south of CR 48. There are about seven developments coming in. Do we really need that many houses here? So she looked at the comprehensive plan, and it says the Leesburg mid-level average estimated demand is for approximately seven thousand three hundred and seventy-four new housing units through 2045. The area that she was talking about east of US 27 south of CR 48 is going to supply almost ninety percent of the city's needs through 2025. So, what is going to happen to those other twenty thousand or so houses that are already approved on the development map? She asked that the commission vote no on this development. **CM Minner** stated for the record that the public is permitted to speak at public hearings. It is an advertised public hearing which is the second reading.

Tom Daly, a representative for the applicant, responded that they had a community meeting. It was held a couple of months ago and what they told them at the community meeting was that there would be a first and second reading. They gave them the tentative dates that the meetings were going to be. We told them that we were not sure if the first reading was going to be open to the public for discussion or whether that would be done at the second reading. They were told to reach out to city staff to determine which hearing was the one that would be open for public speaking. There were no smoking mirrors, and they did not try to deceive them or tell them anything. In fact, they tried to be overly open about telling them what the dates were. They tried to relay to them what they were doing. They did not want the city commission to go away thinking they tried to trick them into something and that they were not supposed to be here. They provided the dates of the meetings, and they were told to reach out to city staff to determine when to come. **Mayor Reisman** thanked him for those comments. He asked if there were any further comments. There were none.

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 real property consisting of approximately 91.07 +/- acres; and being generally located south of CR 48 and east of Number Two Road, lying in Sections 17 & 20, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Lake Margaretta**

LSCP)

Commissioner Pederson made a motion to transmit this item to the state for review, and Commissioner Burry seconded the motion.

The roll call vote was:

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

Four yeas, one nay, the Commission approved the transmission to the state.

3. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 196.07 +/- acres from Lake County A (Agriculture), City RE-1 (Estate Density Residential) and City A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for 586 detached single-family residences, for a property generally located south of CR 48 and east of Number Two Road, lying in Sections 17 & 20, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Lake Margaretta PUD)**

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 April 2025

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

8. CITY ATTORNEY ITEMS:

CA Watson had no items to comment on.

9. CITY MANAGER ITEMS:

CM Minner had no items to address.

10. ROLL CALL:

Commissioner Connell had no further comment.

Commissioner Burry had no comment.

Commissioner Pederson had nothing to comment on.

Commissioner Berry thanked Officer Riley Snavelly, Dianne Yekel, and Dan Miller for their time. She was able to get some much-needed knowledge and understanding of how code enforcement works in the city.

Mayor Reisman stated that tomorrow night at the Leesburg Lightning game they are hosting first responders night. Our police and fire departments will be there, and we will watch our chiefs throw out the first pitches. There will be SWAT trucks, fire trucks and police vehicles there. It will be a fun night for the kids, and it will be a good family atmosphere. He hoped to see everyone there.

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 Pederson and a second by Commissioner Berry, the meeting adjourned at 8:17 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: July 14, 2025

From: Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Design Contract Amendment Number 1 with Jones Edmunds for additional engineering services on the LS-72 Bypass Force Main Project in the amount of \$153,590; and providing an effective date.

Staff Recommendation:

Staff recommends authorizing the execution of a Design Contract Amendment Number 1 with Jones Edmunds for additional engineering services on the LS-72 Bypass Force Main Project in the amount of \$153,590.

Analysis:

The City entered into a design contract with Jones Edmund for design and engineering services for the Lift Station 72 Bypass Force Main Project on September 11, 2023. After completing the design and submitting the project plans to Duke Power for concurrence and encroachment agreement, Duke Power's Asset Protection Division requested that a modification to the plans be executed in order to minimize the potential for interference with Duke Power's future plans as well as mitigate potential issues with Duke's current infrastructure. In order to achieve this, Jones Edmunds is required to modify the project plans and relocate a portion of the bypass piping to the North side of the utility corridor vice the South side. This amendment will compensate Jones Edmunds for their cost in order to do so.

Procurement Analysis:

On June 13, 2022, pursuant to Resolution 11,092, the City Commission approved execution of a Professional Services Agreement on a Continuing Basis with Jones Edmunds and Associates, Inc. The original Task Order was made under the terms and conditions of that continuing agreement and this amendment is being made under the terms and conditions of that Task Order approved on September 11, 2023.

Options:

1. Approve the resolution authorizing execution of Design Contract Amendment Number 1 with Jones Edmunds for additional engineering services on the LS-72 Bypass Force Main Project in the amount of \$153,590; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Funds are available in the current Wastewater Capital Projects budget.

Account No. 044-4099-535-6310

Project No. 440002

WF No. WF1429908

Budget \$259,091.00

Available \$252,298.50

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
DESIGN CONTRACT AMENDMENT NUMBER 1 WITH JONES EDMUNDS
FOR ADDITIONAL ENGINEERING SERVICES ON THE LS-72 BYPASS
FORCE MAIN PROJECT IN THE AMOUNT OF \$153,590; 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 Jones Edmunds and Associates, Inc., whose address is 730 NE Waldo Road, Gainesville, FL 32641, for Amendment #1 to Lift Station 72 Bypass Force Main Design Services Contract.

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 14th day of July 2025.

Mayor

ATTEST:

City Clerk

July 8, 2025

Al Minner
City Manager
City of Leesburg
501 West Meadow Street
Leesburg, Florida 34749

RE: LS-72 Bypass Force Main Project
Amendment No. 1 – Additional Engineering Services
Jones Edmunds Project No. 07810-111-01

Dear Mr. Minner:

The purpose of this Amendment No. 1 Scope of Services is for additional design and permitting related to obtaining an Encroachment Agreement from Duke Energy and for completing limited Professional Services During Construction (PSDCs). The following tasks are proposed:

- Redesign of force main alignment through the Duke Energy easement
- Additional Sovereign Submerged Land (SSL) and Ordinary High Water Line Surveying
- Additional soft digs and geotechnical borings
- Additional FDEP permitting for SSL and Wastewater Permit Applications
- Limited PSDCs including up to 6 site visits by the Engineer of Record and completion of the FDEP Certificate of Substantial Completion and Request for Approval to Place a Domestic Wastewater Collection/Transmission System into Operation for the new force main

We propose to perform Amendment No. 1 for a not-to-exceed, combined lump sum (LS) and time-and-materials (T&M) fee of \$153,590 (\$128,590 LS and \$25,000 T&M). A breakdown of the task fees is presented on the table below including tasks already completed and to be completed by Jones Edmunds.

Task	Fee
Completed to Date	
Duke Easement Additional Support	\$ 20,000
Structural Design for ARV Manhole Foundation	\$ 3,850
SSL and Ordinary High Water Line Survey No. 1	\$ 12,540
To be Completed	
Anticipated Duke Easement Additional Support	\$ 7,500
SSL and Ordinary High Water Line Survey No. 2	\$ 5,500
Additional Soft Digs (assume 15)	\$ 13,200
Additional Geotechnical Borings (assume 2)	\$ 6,000
Redesign Force Main through Duke Easement	\$ 55,000
Additional FDEP SSL Permitting (includes application fee)	\$ 5,000
Professional Services During Construction (T&M)	\$ 25,000
TOTAL	\$153,590

Please note that the limited PSDCs defined above will be performed on a time-and-materials basis using our City of Leesburg standard rates. The following PSDCs are assumed to be performed by the City but can be added to our scope for additional cost:

- Review and process submittals
- Attend construction progress meetings
- Witness and document testing, take photographs, prepare a daily observation record, and verify that materials delivered to the site are consistent with submitted materials

It is assumed that the City will provide Jones Edmunds with approved submittals, meeting minutes, daily observation records/logs, photographs, and testing reports needed for FDEP certification.

If you have any questions or wish to discuss any aspect of the proposed Amendment, please contact us at kfraser@jonesedmunds.com or jhorvath@jonesedmunds.com.

Sincerely,



Ken Fraser, PE
Senior Engineer
kfraser@jonesedmunds.com



John Horvath, PE
Senior Project Manager
jhorvath@jonesedmunds.com

Attachments

Y:\07810-Leesburg\Projects\111-01-Bypass Force Main Project_Contract and Scope\Amendment #1\Amendment 1 Bypass FM (7.8.25).docx

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: July 14, 2025

From: Joe Iozzi, (Police Chief)

Subject: Resolution of the City Commission and the City of Leesburg, Florida to authorize the City of Leesburg and Leesburg Police Department to outsource the School Crossing Guards to All City Management Services (ACMS); and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution of the City of Leesburg, Florida, authorizing the outsourcing of the School Crossing Guards to All City Management Services for School Crossing Guard duties.

<u>Item-</u>	<u>Employees</u>	<u>Cost-</u>
All City Management Services (ACMS)	8 Part-time and 4 Alternates	\$171,446,00

Analysis:

The Leesburg Police Department currently employs 8 part-time crossing guards and 4 alternate guards to conduct School Crossing Guard duties throughout the school year. This unit is supervised by the Code Enforcement Division. Code Enforcement Officers must cover posts to prevent a lapse in coverage, as the school children have to cross our highways during certain school hours. The Code Enforcement supervisor must be certified to train Crossing Guards annually and maintain their records. Code Enforcement officers are also trained to conduct those duties, which adds to the overall costs of maintaining the unit.

ACMS will employ all part-time and alternate School Crossing Guards, maintain their training, equipment, and all employment requirements according to applicable law. ACMS will cover the School Crossing Guard posts within the City of Leesburg throughout the school year. The Crossing Guards will no longer be employed by the City of Leesburg.

Procurement Analysis:

N/A

Options:

1. Approve the resolution authorizing an agreement with All City Management Services to outsource School Crossing Guards for a total of \$171,446.00; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The current Police budget includes funding for School Crossing guards. This expense is eligible to be funded with the Altumint LPR School Zone Citation Program monies. The current balance in the fund is just over \$347,000.00. The proposed FY 26 budget has been adjusted to reflect this change.

Account No. 001-2111-521-3410

Project No. PDTRAF

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION AND THE CITY OF LEESBURG,
FLORIDA TO AUTHORIZE THE CITY OF LEESBURG AND LEESBURG
POLICE DEPARTMENT TO OUTSOURCE THE SCHOOL CROSSING
GUARDS TO ALL CITY MANAGEMENT SERVICES (ACMS); 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 All City Management Services (ACMS).

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 14th day of July 2025.

Mayor

ATTEST:

City Clerk



AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is dated June 18, 2025 and is between the CITY OF LEESBURG, FL (hereinafter called the "City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a period which commences on Contractor's best availability of staffing and ends on June 30, 2026 and for such term thereafter as the parties may agree upon by written amendment to this contract. Service shall begin on a best availability basis until such a time as Contractor has hired, trained and deployed Crossing Guards to all sites requested by the City. The City agrees to provide site locations for Contractor to then assign and deploy Crossing Guards. Contractor shall assume liability for only those sites agreed to by both Contractor and the City by written amendment stating effective date of assignment.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a "Crossing Guard". Contractor will perform criminal background checks confirm employment eligibility through and E-Verify on all prospective personnel. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.
3. The City's representative in dealing with the Contractor shall be designated by the City of Leesburg.
4. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.
7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in City crossing areas.

8. Crossing Guard Services (the “Services”) shall be provided by the Contractor at the designated locations on all days in which School is in session in the area under the City’s jurisdiction. The Contractor also agrees to maintain communication with the designated City to maintain proper scheduling.
9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand held Stop signs and any other safety equipment which may be necessary.
10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the City a Certificate of Insurance naming the City and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the City.
11. Contractor agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a “Claim” and collectively, the “Claims”) that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
 - b) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
 - c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of City, liability will be apportioned between Contractor and City based upon the parties’ respective degrees of culpability, as determined by the court, and Contractor’s duty to indemnify City will be limited accordingly.
 - d) Notwithstanding anything to the contrary contained herein, Contractor’s indemnification obligation to City for Claims under this Agreement will be limited to the maximum combined

aggregate of Contractor's general liability and umbrella insurance policies in the amount of \$6,000,000 (Six Million Dollars).

12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.
13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the City.
14. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Twenty-six Dollars and Sixty-eight Cents **(\$26.68)** per hour, per Crossing Guard during the term. Based on a minimum of eight (8) sites and upon a projected (6,426) hours of service the cost shall not exceed One Hundred Seventy-one Thousand Four Hundred Forty-six Dollars (\$171,446.00) for the 2025/2026 School year, unless Contractor fails to perform service.
15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide City with 60 days-notice of its request to increase pricing. City agrees to review and respond to said notice within 30 days of receipt.
17. The City shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.
18. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

CITY

CONTRACTOR

City of Leesburg

All City Management Services, Inc.

By _____
Signature

By _____
D. Farwell, Corporate Secretary

Print Name and Title

Date _____

Date _____

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: July 14, 2025

From: Dusty Matthews, (Library Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute the Fourth Amendment to the Interlocal Agreement between Lake County, Florida and the City of Leesburg relating to the provision of library services; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution authorizing the execution of the Fourth Amendment to the Interlocal Agreement between Lake County, Florida and the City of Leesburg relating to the provision of library services, for the purpose of extending the current Interlocal Agreement for an additional twelve months, and to amend Section 13 E of the Agreement to allocate a base amount of \$30,000 to a participating library for programs and services.

Analysis:

On September 10, 2019, Lake County entered into an Interlocal Agreement with the City of Leesburg for the provision of public library services. The term of the Interlocal agreement was for a period of three years, to 2022. On September 13, 2022, the County and the City of Leesburg entered into a 12-month extension of the Agreement, to end on September 30, 2023. On September 12, 2023, the County and the City of Leesburg entered into a second 12-month extension of the Agreement, to end on September 30, 2024. On September 24, 2024, the parties extended the Agreement for an additional 12-month period, to end on September 30, 2025. The parties now want to extend the Agreement for an additional 12 months, ending on September 30, 2026. This extension will allow the parties to continue to discuss changes to the Interlocal Agreement and formulate recommendations.

Procurement Analysis:

N/A

Options:

1. Approve the resolution authorizing the Mayor and the City Clerk to execute an Amendment to the Interlocal Agreement between Lake County, Florida and the City of Leesburg relating to the provision of library services; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Funding from Lake County to the City of Leesburg for the provision of library services has increased from the 2019 base amount of \$15,000 to \$30,000. The formula for determining the library's proportionate share of the County's total appropriation will remain the same in FY 2025-2026. In FY 2024-2025, the City received an allocation of \$30,000 for a base amount, plus \$192,669 for circulation, for a total of \$222,669.

Account No. 001-0000-338-0700

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
THE FOURTH AMENDMENT TO THE INTERLOCAL AGREEMENT
BETWEEN LAKE COUNTY, FLORIDA AND THE CITY OF LEESBURG
RELATING TO THE PROVISION OF LIBRARY SERVICES; AND
PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with the Lake County Board of County Commissioners, whose address is 315 W Main Street, Tavares, Florida 32778, for the provision of library services.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 14th day of July 2025.

Mayor

ATTEST:

City Clerk

**FOURTH AMENDMENT TO
INTERLOCAL AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, AND THE CITY OF LEESBURG
RELATING TO THE PROVISION OF LIBRARY SERVICES**

This is the Fourth Amendment to the Interlocal Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as “County”, by and through its Board of County Commissioners, and the City of Leesburg, a municipal corporation pursuant to the Laws of Florida, hereinafter referred to as “Municipality,” by and through its City Commission.

WITNESSETH:

WHEREAS, on September 10, 2019, County entered into an Interlocal Agreement with Municipality for the purpose of providing unified library services to the residents of Lake County through participation in the Lake County Library System public library cooperative (the “Agreement”); and

WHEREAS, on September 13, 2022, County and Municipality entered into an extension of the Agreement for an additional 12-month period expiring on September 30, 2023 (First Amendment); and

WHEREAS, on September 12, 2023, County and Municipality entered into a second extension of the Agreement for an additional 12-month period expiring on September 30, 2024 (Second Amendment); and

WHEREAS, on September 24, 2024, County and Municipality entered into a third extension of the Agreement for an additional 12-month period expiring on September 30, 2025 (Third Amendment); and

WHEREAS, the parties now want to extend the Agreement for a fourth, additional 12-month period expiring on September 30, 2026 (Fourth Amendment); and

WHEREAS, executing this Fourth Amendment is in the best interests of the parties and the residents of Lake County.

NOW, THEREFORE, 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 Fourth Amendment upon adoption hereof.

2. **Amendment.** The Agreement, as previously amended, is hereby amended as follows:

A. **Section 3, *Term***, is hereby amended to allow for an additional 12-month period and terminating on September 30, 2026, and is hereby amended as follows:

This Agreement shall be in effect for a period beginning October 1, 2019, and ending on September 30, 2026, unless terminated earlier in accordance with the provisions of the Agreement.

**FOURTH AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF LEESBURG
RELATING TO PROVISION OF LIBRARY SERVICES**

B. Section 13, Paragraph (E), *Appropriation of County Funds for Municipality*, is hereby amended to provide funding for the additional “Year Seven” created by the 12-month extension of the Term under this Fourth Amendment and is hereby amended to add:

Year Seven: The COUNTY shall allocate a base amount of thirty thousand dollars (\$30,000) to assist with funding of programs and services at its participating library.

3. Effect of Amendment. All other provisions of the Agreement will remain in full force and effect unless otherwise formally amended by the parties. To the extent this Fourth Amendment conflicts with the Agreement, this Fourth Amendment will govern.

IN WITNESS WHEREOF, the parties have signed this Fourth Amendment through their authorized representatives on the dates under each signature.

COUNTY

LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

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

Leslie Campione, Chairman

This ____ day of _____, 2025.

Approved as to form and legality:

Melanie Marsh, County Attorney

**FOURTH AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF LEESBURG
RELATING TO PROVISION OF LIBRARY SERVICES**

MUNICIPALITY

CITY OF LEESBURG

ATTEST:

J. Andi Purvis, City Clerk

Alan Reisman, Jr., Mayor

This _____ day of _____, 2025.

Approved as to form and legality:

William Grant Watson, City Attorney

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: July 14, 2025

From: Corey Goepfert, (Gas Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and TLC Banning Ranch LLC, regarding natural gas service to the development known as Banning Ranch – Phase 4A; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution to execute a gas service agreement between the City of Leesburg and TLC Banning Ranch LLC.

Analysis:

The City of Leesburg is agreeing to provide natural gas service to TLC Banning Ranch LLC, for the development known as Banning Ranch – Phase 4A, located west of County Road 33 and north of Austin Merritt Road. Pursuant to the terms of the Gas Service Agreement, the owner will utilize natural gas in at least 80% of 86 units. A budget adjustment will be made in the amount \$243,631.96.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

Developer will place construction funds totaling \$243,631.96 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

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
TLC BANNING RANCH LLC, REGARDING NATURAL GAS SERVICE TO
THE DEVELOPMENT KNOWN AS BANNING RANCH – PHASE 4A; 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 TLC Banning Ranch LLC, regarding providing natural gas service to the development known as Banning Ranch-Phase 4A.

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 14th day of July 2025.

Mayor

ATTEST:

City Clerk

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2025 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 TLC Banning Ranch LLC, 605 Commonwealth Ave. Orlando Florida 32803 (hereinafter jointly referred to as “Developer”), sometimes collectively referred to as “Party” or “Parties”.

WITNESSETH:

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

See Schedule “A” attached hereto

Parcel Identification Number(s): 33-20-24-0001-000-00300, 33-20-24-0004-000-00301, 33-20-24-0004-000-00900

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City for “Banning Ranch – Phase 4A” (the “Development”); and

WHEREAS, Section 22-7 of the Code of Ordinances of the City of Leesburg, Florida, requires that Developer 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 do agree as follows:

1. The City shall, subject to the provisions of this Agreement, supply natural gas service which shall include main, service and meter installations, to the Property. Developer 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 shall ensure that not less than eighty percent (80%) of the planned (86) 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, and natural gas stove, and natural gas dryer.

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

4. The Developer 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 Developer's estimated costs of the infrastructure to be funded by Developer as set forth below, is Two Hundred Forty Three Thousand Six Hundred and Thirty One dollars and Ninety Six cents (\$243,631.96). Fifteen (15) days prior to construction, Developer 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 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 in writing as soon as practicable. In turn, Developer 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 fails to place the additional funds into the escrow account, the City at its option may halt construction of the infrastructure until Developer 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 Developer and Developer'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 Developer and/or Developer'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 Developer 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 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 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 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 and City will share trench space, which will be dug by the Developer'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 agrees to pay any and all costs that City incurs in the collection of any unpaid reimbursement fees from Developer, including reasonable attorney's fees and court costs and any attorney fees and costs for appellate proceedings, efforts to collect any judgment entered in favor of the City, and in any proceedings in receivership, bankruptcy or insolvency.

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

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

CITY OF LEESBURG

BY: _____
Alan Reisman, Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

BY: 

Authorized Representative of Developer

Print Name: Andrew Orose

Title: Authorized Representative
Schedule "A"

LEGAL DESCRIPTION:

(PER TITLE COMMITMENT)

PARCEL 1:

THE EAST 1/2 OF THE SOUTHEAST 1/4 SECTION 32, TOWNSHIP 20 SOUTH,
RANGE 24 EAST, IN LAKE COUNTY, FLORIDA.

PARCEL 2:

THE WEST 3/4 OF SOUTH 1/2; THE EAST 1/2 OF THE NORTHWEST 1/4; AND
THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP
20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA.

PARCEL 3:

THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP
20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LESS THE EAST
585 FEET THEREOF.

CONTAINING 463.911 ACRES MORE OR LESS.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: July 14, 2025

From: Corey Goepfert, (Gas Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and TLC Banning Ranch LLC, regarding natural gas service to the development known as Banning Ranch – Phase 4B; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution to execute a gas service agreement between the City of Leesburg and TLC Banning Ranch LLC.

Analysis:

The City of Leesburg is agreeing to provide natural gas service to TLC Banning Ranch LLC, for the development known as Banning Ranch – Phase 4B, located west of County Road 33 and north of Austin Merritt Road. Pursuant to the terms of the Gas Service Agreement, the owner will utilize natural gas in at least 80% of 117 units. A budget adjustment will be made in the amount \$314,120.75.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

Developer will place construction funds totaling \$314,120.75 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

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
TLC BANNING RANCH LLC, REGARDING NATURAL GAS SERVICE TO
THE DEVELOPMENT KNOWN AS BANNING RANCH – PHASE 4B; 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 TLC Banning Ranch LLC, regarding providing natural gas service to the development known as Banning Ranch-Phase 4B.

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 14th day of July 2025.

Mayor

ATTEST:

City Clerk

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2025 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 TLC Banning Ranch LLC, 605 Commonwealth Ave. Orlando Florida 32803 (hereinafter jointly referred to as “Developer”), sometimes collectively referred to as “Party” or “Parties”.

WITNESSETH:

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

See Schedule “A” attached hereto

Parcel Identification Number(s): 33-20-24-0001-000-00300, 33-20-24-0004-000-00301, 33-20-24-0004-000-00900

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City for “Banning Ranch – Phase 4B” (the “Development”); and

WHEREAS, Section 22-7 of the Code of Ordinances of the City of Leesburg, Florida, requires that Developer 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 do agree as follows:

1. The City shall, subject to the provisions of this Agreement, supply natural gas service which shall include main, service and meter installations, to the Property. Developer 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 shall ensure that not less than eighty percent (80%) of the planned (117) 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, and natural gas stove, and natural gas dryer.

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

4. The Developer 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 Developer's estimated costs of the infrastructure to be funded by Developer as set forth below, is Three Hundred Fourteen Thousand One Hundred and Twenty dollars and Seventy Five cents (\$314,120.75). Fifteen (15) days prior to construction, Developer 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 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 in writing as soon as practicable. In turn, Developer 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 fails to place the additional funds into the escrow account, the City at its option may halt construction of the infrastructure until Developer 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 Developer and Developer'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 Developer and/or Developer'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 Developer 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 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 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 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 and City will share trench space, which will be dug by the Developer'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 agrees to pay any and all costs that City incurs in the collection of any unpaid reimbursement fees from Developer, including reasonable attorney's fees and court costs and any attorney fees and costs for appellate proceedings, efforts to collect any judgment entered in favor of the City, and in any proceedings in receivership, bankruptcy or insolvency.

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

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

CITY OF LEESBURG

BY: _____
Alan Reisman, Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

BY: 
Authorized Representative of Developer
Print Name: Andrew O'Neal
Title: Authorized Representative

Schedule "A"

LEGAL DESCRIPTION:

(PER TITLE COMMITMENT)

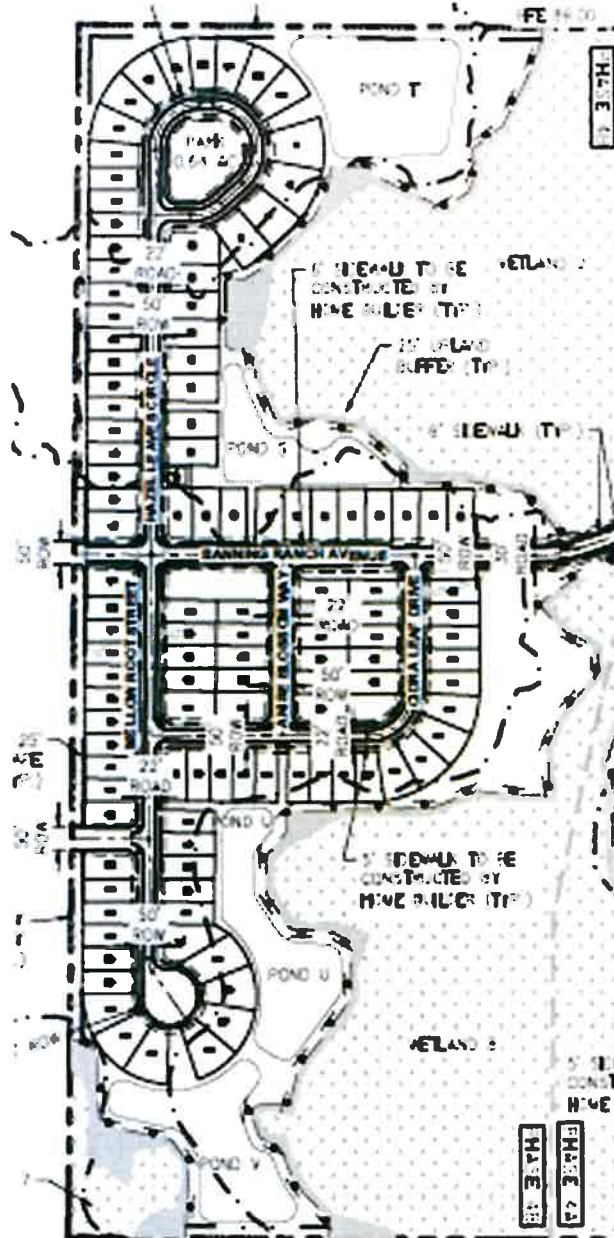
PARCEL 1:
THE EAST 1/2 OF THE SOUTHEAST 1/4 SECTION 32, TOWNSHIP 20 SOUTH,
RANGE 24 EAST, IN LAKE COUNTY, FLORIDA.

PARCEL 2:
THE WEST 3/4 OF SOUTH 1/2; THE EAST 1/2 OF THE NORTHWEST 1/4; AND
THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP
20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA.

PARCEL 3:
THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP
20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LESS THE EAST
585 FEET THEREOF.

CONTAINING 463.911 ACRES MORE OR LESS.

Schedule "B"



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: July 14, 2025

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, designating the City Manager or their designee as the Administrative Authority to approve Plats and Replats pursuant to Section 177.071, Florida Statutes, as amended by Senate Bill 784 (2025); providing for conflicts, severability, and an effective date.

Staff Recommendation:

Approve Resolution as presented.

Analysis:

In response to the recent enactment of Senate Bill 784, this resolution designates an administrative authority within the City to approve and execute final plats.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

RESOLUTION _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, DESIGNATING THE CITY MANAGER OR THEIR DESIGNEE AS THE ADMINISTRATIVE AUTHORITY TO APPROVE PLATS AND REPLATS PURSUANT TO SECTION 177.071, FLORIDA STATUTES, AS AMENDED BY SENATE BILL 784 (2025); PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Senate Bill 784 (2025), recently enacted by the Florida Legislature and effective July 1, 2025, amends Section 177.071, Florida Statutes, to require administrative approval of plats and replats that comply with Section 177.091, Florida Statutes; and

WHEREAS, Section 177.071(1)(a), Florida Statutes, as amended, provides that no further action or approval by the governing body of a municipality is required if the plat or replat complies with the statutory requirements and has been administratively approved; and

WHEREAS, Section 177.071(1)(a), Florida Statutes, further requires that the governing body of a municipality designate, by ordinance or resolution, an administrative authority responsible for receiving, reviewing, and processing plat and replat submittals, and for approving, approving with conditions, or denying such submittals; and

WHEREAS, the City Commission of the City of Leesburg desires to designate the City Manager, or their designee, as the administrative authority to carry out the duties described in Section 177.071, Florida Statutes, as amended.

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

Section 1. Recitals. The above recitals are true and correct and are hereby incorporated into this Resolution as if fully set forth herein.

Section 2. Designation of Administrative Authority. The City Manager of the City of Leesburg, or their designee, is hereby designated as the administrative authority responsible for receiving, reviewing, and processing all plat and replat submittals in accordance with Section 177.071, Florida Statutes, as amended by Senate Bill 784 (2025). The administrative authority shall have the power and duty to approve, approve with conditions, or deny any plat or replat submittal consistent with the requirements of state law and applicable local regulations.

Section 3. Effective Date. This Resolution shall be effective upon passage.

PASSED AND RESOLVED this _____ day of _____ 2025, by the City Commission of the City of Leesburg, Florida.

Alan Reisman, Mayor

ATTEST:

J. Andi Purvis, City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: July 14, 2025

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 2025-26 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 2025-26 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 26 millage rate of 3.4752, the same as the prior year, is 4.9% higher than the "roll-back rate" of 3.3131 mills. This is a tax increase.

Procurement Analysis:

N/A

Options:

The City Commission may adopt a tentative rate up to 11.9272 mills by a simple majority vote. It may adopt a rate between 11.9272 and 13.1199 (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.

Millage Rate Options:	Adjusted Taxable Value		Millage Per \$1,000		Gross Ad Valorem Proceeds	Budget %	Tentative Budgeted Ad Valorem Proceeds	Prior Year Budgeted Ad Valorem Proceeds	Change	V Req
1. Current Millage Rate FY 25:	3,878,686,576	X	3.4752	=	13,479,212	95%	12,805,252	11,616,161	1,189,091	Ma
2. Roll-back Rate:	3,878,686,576	X	3.3131	=	12,850,476	95%	12,207,954	11,616,161	591,793	Ma
3. Current +1 Mill:	3,878,686,576	X	4.4752	=	17,357,898	95%	16,490,003	11,616,161	4,873,842	Ma
4. Maximum Millage Rate:	3,878,686,576	X	13.1199	=	50,887,980	95%	48,343,581	11,616,161	36,727,420	2/3

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 \$12,805,251, at 95% of which the General Fund keeps \$10,685,202 due to \$2,120,049 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 2025-26 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 2025-26" with a tentative millage rate of 3.4752 mills, which is 4.9% higher than the "roll back rate" of 3.3131 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 14th day of July 2025.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.7.

Meeting Date: July 14, 2025

From: Corey Goepfert, (Gas Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and M&C Hunt LLC, regarding natural gas service to the development known as Huntington Oaks; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution to execute a gas service agreement between the City of Leesburg and M&C Hunt LLC.

Analysis:

The City of Leesburg is agreeing to provide natural gas service to M&C Hunt LLC, for the development known as Huntington Oaks, located east of County Road 48 and north of Clearwater Lake Road. Pursuant to the terms of the Gas Service Agreement, the owner will utilize natural gas in at least 80% of 317 units. A budget adjustment will be made in the amount \$730,596.04.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

Developer will place construction funds totaling \$730,596.04 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

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
M&C HUNT LLC, REGARDING NATURAL GAS SERVICE TO THE
DEVELOPMENT KNOWN AS HUNTINGTON OAKS; 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 M&C Hunt LLC, regarding providing natural gas service to the development known as Huntington Oaks.

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 14th day of July 2025.

Mayor

ATTEST:

City Clerk

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2025 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 M&C Hunt LLC, 1590 Bobby Lee PT, Sanford FL 32771(hereinafter jointly referred to as “Owner”), sometimes collectively referred to as “Party” or “Parties”.

WITNESSETH:

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

See Schedule “A” attached hereto

Parcel Identification Number(s): 29-20-24-0001-000-00100, 28-20-24-0002-000-00600

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

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

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

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

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

2. Owner shall ensure that not less than eighty percent (80%) of the planned (317) 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, and natural gas stove, and natural gas dryer.

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

4. The Owner is obligated to pay the full cost of the infrastructure required to serve the Property and the cost of the services, meters, appurtenances and installation, which will be performed by the City. The Owner's estimated costs of the infrastructure to be funded by Owner as set forth below, is Seven Hundred and Thirty Thousand Five Hundred and Ninety-Six dollars and Four cents (\$730,596.04). Fifteen (15) days prior to construction, Owner shall place in escrow with the City, funds equal to that estimate to be used to pay for the construction as it proceeds. Notwithstanding inclusion of this estimate herein, Owner shall be obligated to pay the full cost of the infrastructure required to serve the Development and Property.

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

6. The City shall both own and maintain the natural gas system on the Property up to and including the natural gas meter. The natural gas system from the outlet of the gas meter to the appliance utilizing the natural gas shall be maintained by the Owner and Owner's heirs, successors, or assigns. Notwithstanding anything to the contrary contained herein, to the extent the natural gas system owned and

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

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

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

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

10. The City shall provide, when requested, individual residential unit hookups to the natural gas system within the Development. The City shall ensure that such service is provided at the same rates and on the same terms as those provided to other natural gas customers of the City within a comparable

service area. The Parties understand that any and all hookup fees, meter charges and impact fees shall be paid by the residential customers at the time service is hooked up to the home.

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

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

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

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

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

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

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

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

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

CITY OF LEESBURG

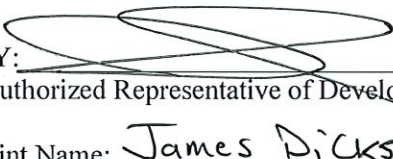
BY: _____
Alan Reisman, Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

BY:  _____
Authorized Representative of Developer

Print Name: James Dicks

Title: Manger

Schedule "A"

LEGAL DESCRIPTION

PARCEL 1:

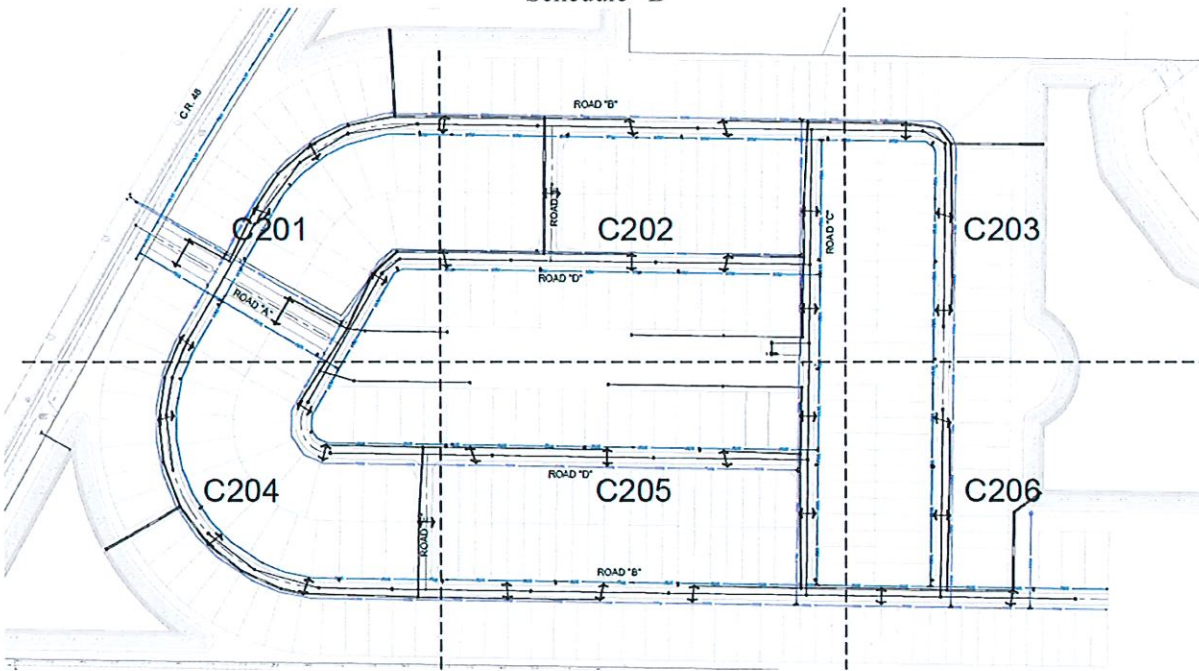
THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 24 EAST IN LAKE COUNTY, FLORIDA.

PARCEL 2:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 24 EAST IN LAKE COUNTY, FLORIDA, LYING SOUTH AND EAST OF THE EASTERLY LINE OF THE RIGHT OF WAY OF THE ATLANTIC COAST RAILROAD, LESS THE RIGHT OF WAY OF STATE ROAD NO. 48, AND ALSO LESS ALL OTHER RIGHTS OF WAY FOR PUBLIC ROADS.

LESS AND EXCEPT THE LANDS CONVEYED TO SECRET PROMISE LTD., A FLORIDA LIMITED PARTNERSHIP, CONVEYED IN THE SPECIAL WARRANTY DEED RECORDED IN ORB 1906, PAGE 251, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS: THAT PORTION OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LYING BETWEEN SR 48 RIGHT OF WAY AND FORMER SCL RAILROAD RIGHT OF WAY.

Schedule "B"



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.8.

Meeting Date: July 14, 2025

From: Brandy McDaniel, (Budget Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, amending the Fiscal Year 2024-25 Budget for the General, Carver Heights CRA, Electric, Gas, Airport and Fleet Services Funds for the Third Quarter; and providing an effective date.

Staff Recommendation:

Staff recommends adoption of the attached resolution amending the Fiscal Year 2024-25 Budget.

Analysis:

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

General Fund	Amount	Funding Source
Ped. & Bicycle Grant (Police)	\$ <u>8,967</u>	Federal Grant
Total General Fund	\$ <u>8,967</u>	
Carver Heights CRA Fund	Amount	Funding Source
Replace HVAC units at Resource Center	\$ <u>137,656</u>	Fund Balance
Total Carver Heights CRA Fund	\$ <u>137,656</u>	
Electric Fund	Amount	Funding Source
Silver Lake Commons	\$ 180,587	Developer Contributed
L62 Extension to East Substation	404,317	Fund Balance
Purchase Meter Treaters	15,650	Fund Balance
Silver Lake Pointe Phase 2	296,642	Fund Balance
Roadway Illumination Services Agreements	<u>285,007</u>	State Grant
Total Electric Fund	\$1,182,203	
Gas Fund	Amount	Funding Source
Bradford Ridge Project	\$ 3,995	Developer Contributed
Hodges Reserve Project	230,076	Developer Contributed
Orange Bend Spine Road Project	48,858	Developer Contributed
Orange Bend Ranch Pods 3 & 4	<u>272,683</u>	Developer Contributed
Total Gas Fund	\$ <u>555,612</u>	

Airport Fund	Amount	Funding Source
Air Traffic Control Tower Rehabilitation Grant	<u>\$ 68,400</u>	State Grant
Total Airport Fund	\$ 68,400	

Fleet Services Fund	Amount	Funding Source
Replace Police Vehicle which was totaled	\$ 48,000	Recovery from Losses & Fund Balance
Replace Recreation Vehicle which was totaled	<u>48,750</u>	Recovery from Losses & Fund Balance
Total Fleet Services Fund	\$ 96,750	

Procurement Analysis:

N/A

Options:

1. Adopt the attached resolution amending the Fiscal Year 2024-25 budget for the General, Carver Heights CRA, Electric, Gas, Airport and Fleet Services Funds for the Third Quarter; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

See attached

	FY 2025		FY 2025
<u>FUND</u>	<u>ADOPTED</u>	<u>CHANGE</u>	<u>AMENDED</u>
General	39,213,446	8,967	39,222,413
Stormwater	3,510,823	-	3,510,823
Housing Assistance	162,750	-	162,750
Greater Leesburg CRA	1,112,826	-	1,112,826
Carver Heights CRA	1,479,257	137,656	1,616,913
Hwy 441/27 CRA	7,261,062	-	7,261,062
Debt Service	1,858,295	-	1,858,295
Capital Projects	16,061,427	-	16,061,427
Electric	77,416,446	1,182,203	78,598,649
Gas	16,225,173	555,612	16,780,785
Water	18,835,650	-	18,835,650
Wastewater	39,744,576	-	39,744,576
Solid Waste	5,595,202	-	5,595,202
Airport	12,685,140	68,400	12,753,540
Police Pension	2,908,643	-	2,908,643
Fire Pension	2,076,988	-	2,076,988
General Employees Pension	3,350,000	-	3,350,000
Health Insurance	7,668,154	-	7,668,154
Workers' Compensation	1,375,902	-	1,375,902
Discretionary Sales Tax	4,084,186	-	4,084,186
Gas Tax	1,161,873	-	1,161,873
Building Permits	1,736,090	-	1,736,090
Police Forfeiture	96,979	-	96,979
Police Education Receipts	-	-	-
Police Impact Fees	1,284,500	-	1,284,500
Fire Impact Fees	-	-	-
Recreation Impact Fees	500,000	-	500,000
Fleet Services	6,079,459	96,750	6,176,209
Total	273,484,847	2,049,588	275,534,435

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA,
AMENDING THE FISCAL YEAR 2024-25 BUDGET FOR THE GENERAL, CARVER HEIGHTS
CRA, ELECTRIC, GAS, AIRPORT AND FLEET SERVICES FUNDS FOR THE THIRD QUARTER;
AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Commission of the City of Leesburg adopted a budget for the Fiscal Year 2024-25 on September 23, 2024, which they felt was in the best interest of the citizens of the City of Leesburg, and

WHEREAS, it is now necessary to amend the current budget for Fiscal Year 2024-25 to provide funds for various projects as adopted at City Commission meetings, and

WHEREAS, such action was not anticipated in the original 2024-25 annual budget;

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

SECTION I.

Pursuant to Section 200.065, Florida Statutes, and all other applicable laws, the following amounts for use by the various funds during Fiscal Year 2024-25 as reflected below, including all modifications or amendments made during this meetings, are hereby adopted as increases/decreases to the original budget for Fiscal Year 2024-25 for the City of Leesburg, Florida:

GENERAL FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Intergovernmental Revenue	8,967
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	8,967

PROPOSED APPROPRIATIONS

Public Safety	8,967
TOTAL PROPOSED APPROPRIATIONS	8,967

CARVER HEIGHTS CRA FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Other Financing Sources:	
Fund Balance Appropriated	137,656
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	137,656

PROPOSED APPROPRIATIONS

Economic Environment	137,656
TOTAL PROPOSED APPROPRIATIONS	137,656

ELECTRIC FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Intergovernmental Revenue	285,007
Other Sources	180,587
Other Financing Sources:	
Fund Balance Appropriated	716,609
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	1,182,203

PROPOSED APPROPRIATIONS

Physical Environment	1,182,203
TOTAL PROPOSED APPROPRIATIONS	1,182,203

GAS FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Other Sources	555,612
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	555,612

PROPOSED APPROPRIATIONS

Physical Environment	555,612
TOTAL PROPOSED APPROPRIATIONS	555,612

AIRPORT FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Intergovernmental Revenue	68,400
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	68,400

PROPOSED APPROPRIATIONS

Physical Environment	68,400
TOTAL PROPOSED APPROPRIATIONS	68,400

FLEET SERVICES FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Miscellaneous Revenue	41,127
Other Financing Sources:	
Fund Balance Appropriated	55,623
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	96,750

PROPOSED APPROPRIATIONS

General Government	96,750
TOTAL PROPOSED APPROPRIATIONS	96,750

ALL FUNDS

ESTIMATED REVENUES AND OTHER RECEIPTS

Intergovernmental Revenue	362,374
Miscellaneous Revenue	41,127
Other Sources	736,199
Total Estimated Revenues	<u>1,139,700</u>
Other Financing Sources:	
Fund Balance Appropriated	909,888
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	<u>2,049,588</u>

PROPOSED APPROPRIATIONS

General Government	96,750
Public Safety	8,967
Economic Environment	137,656
Physical Environment	1,806,215
TOTAL PROPOSED APPROPRIATIONS	<u>2,049,588</u>

SECTION II.

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

PASSED AND ADOPTED at a regular meeting of the City Commission of the City of Leesburg, Florida held the 14th day of July 2025.

Mayor

ATTEST:

City Clerk

3rd Quarter Budget Adjustments Additional Information

<u>Fund:</u>	<u>Description</u>	<u>Amount</u>	<u>Reason</u>
General Fund			
Police	Pedestrian & Bicycle Grant	8,967	City was awarded grant
	Total General Fund	8,967	
Carver Heights CRA			
	Replace HVAC units (2) at Resource Center	137,656	CRA board discussed 6/9/25, City Commission approved 6/23/25
	Total Carver Heights CRA Fund	137,656	
Electric Fund			
	Silver Lake Commons	180,587	City received check for development 4/15/25
	L62 Extension to East Substation	404,317	Materials are in warehouse, add project to current budget to complete
	Purchase Meter Treaters	15,650	Use Restricted funds from program to replace 200 Meter Treaters
	Silver Lake Pointe Phase 2	296,642	City received bond, City Commission approved 5/27/25
	Roadway Illumination Services Agreements	285,007	City Commission approved agreements 12/9/24 & 6/9/25
	Total Electric Fund	1,182,203	
Gas Fund			
	Bradford Ridge Developer Contributed Project	3,995	City received check 12/3/24
	Hodges Reserve Developer Contributed Project	230,076	City Commission approved 1/22/24, City received check 6/4/25
	Orange Bend Spine Road Developer Contributed Project	48,858	City Commission approved 6/23/25, City received check 6/20/25
	Orange Bend Ranch Pods 3 & 4 Developer Contributed Project	272,683	City Commission approved 6/23/25, City received check 6/20/25
	Total Gas Fund	555,612	
Airport Fund			
	Air Traffic Control Tower Rehabilitation Grant	68,400	City Commission approved 4/14/25
	Total Airport Fund	68,400	
Fleet Services Fund			
	Replace Police Vehicle which was totaled	48,000	Vehicle #2057 was totaled, City Received Insurance payment
	Replace Recreation Vehicle which was totaled	48,750	Vehicle #8213 was totaled, City Received Insurance payment
	Total Fleet Services Fund	96,750	
	Total 3rd Qtr Budget Adjustments	2,049,588	

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.9.

Meeting Date: July 14, 2025

From: Corey Goepfert, (Gas Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and Forestar Group, Inc., regarding natural gas service to the development known as Orange Bend Ranch Pod 2; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution to execute a gas service agreement between the City of Leesburg and Forestar Group, Inc.

Analysis:

The City of Leesburg is agreeing to provide natural gas service to Forestar Group, Inc. for the development known as Orange Bend Ranch Pod 2, located west of County Road 44 and north of Poe Street. Pursuant to the terms of the Gas Service Agreement, the owner will utilize natural gas in at least 80% of 102 units. A budget adjustment will be made in the amount \$245,319.68.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

Developer will place construction funds totaling \$245,319.68 in an escrow account sufficient to fully fund the project. Once the payment is received, a budget adjustment will be processed to add these funds to the current budget.

Account No. 042-0000-223-3100

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
FORESTAR GROUP, INC., REGARDING NATURAL GAS SERVICE TO THE
DEVELOPMENT KNOWN AS ORANGE BEND RANCH POD 2; AND
PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized and directed to execute a Gas Service Agreement between the City of Leesburg and Cardiac Forestar Group, Inc., regarding providing natural gas service to the development known as Orange Bend Ranch Pod 2.

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 14th day of July 2025.

Mayor

ATTEST:

City Clerk

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2025 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 Forestar Group, Inc. 1064 Greenwood Blvd., Ste. 200 Lake Mary, Florida 32746 (hereinafter jointly referred to as “Owner”), sometimes collectively referred to as “Party” or “Parties”.

WITNESSETH:

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

See Schedule “A” attached hereto

Parcel Identification Number(s): 33-18-25-0001-000-00200

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City for “Orange Bend Ranch – Pod 2” (the “Development”); and

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

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

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

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

2. Owner shall ensure that not less than eighty percent (80%) of the planned (102) 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, and natural gas stove, and natural gas dryer.

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

4. The Owner is obligated to pay the full cost of the infrastructure required to serve the Property and the cost of the services, meters, appurtenances and installation, which will be performed by the City. The Owner's estimated costs of the infrastructure to be funded by Owner as set forth below, is Two Hundred Forty Five Thousand Three Hundred Nineteen dollars and Sixty Eight cents (\$245,319.68). Fifteen (15) days prior to construction, Owner shall place in escrow with the City, funds equal to that estimate to be used to pay for the construction as it proceeds. Notwithstanding inclusion of this estimate herein, Owner shall be obligated to pay the full cost of the infrastructure required to serve the Development and Property.

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

6. The City shall both own and maintain the natural gas system on the Property up to and including the natural gas meter. The natural gas system from the outlet of the gas meter to the appliance utilizing the natural gas shall be maintained by the Owner and Owner's heirs, successors, or assigns. Notwithstanding anything to the contrary contained herein, to the extent the natural gas system owned and

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

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

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

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

10. The City shall provide, when requested, individual residential unit hookups to the natural gas system within the Development. The City shall ensure that such service is provided at the same rates and on the same terms as those provided to other natural gas customers of the City within a comparable

service area. The Parties understand that any and all hookup fees, meter charges and impact fees shall be paid by the residential customers at the time service is hooked up to the home.

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

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

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

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

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

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

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

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

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

CITY OF LEESBURG

BY: _____
Alan Reisman, Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

BY:  _____
Authorized Representative of Developer
Print Name: Alex Madison
Title: Region Vice President

Schedule "A"

LEGAL DESCRIPTION:

A parcel of land being a portion of Section 3, Township 19 South, Range 25 East, Lake County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Section 3, Township 19 South, Range 25 East, Lake County, Florida; thence S00°34'56"W, along the West line of said Section 3, a distance of 1,357.39 feet; thence departing said West line, run S89°27'45"E, a distance of 665.33 feet; thence S00°30'09"W, a distance of 816.66 feet; thence S89°25'52"E, a distance of 666.47 feet; thence S00°34'02"W, to the South line of the Northwest ¼ of said Section 3, a distance of 511.62 feet; thence S89°08'22"E, along said South line, a distance of 1,000.93 feet to the Point of Beginning; thence continue S89°08'22"E, along said South line, a distance of 198.77 feet to the Point of Curvature of a curve, Concave to the North, having a Radius of 683.00 feet and a Central Angle of 04°33'41"; thence run Easterly along the Arc of said curve, a distance of 54.37 feet (Chord Bearing = N88°34'48"E, Chord = 54.36 feet) to a Point of Reverse Curve, Concave to the Southwest, having a Radius of 25.00 feet and a Central Angle of 85°57'01"; thence Southeasterly along the arc, a distance of 37.50 feet, (Chord Bearing = S50°43'32"E, Chord = 34.08 feet) to a Point of Non-Tangency; thence N82°14'59"E, a distance of 50.00 feet to a Point on a Non-Tangent Curve, Concave to the Southeast, having a Radius of 25.00 feet and a Central Angle of 85°57'01"; thence run Northeasterly along the arc of said curve, a distance of 37.50 feet (Chord Bearing = N35°13'29"E, Chord = 34.08 feet) to a Point of Reverse Curve, Concave to the Northwest, having a Radius of 683.00 feet and a Central Angle of 24°50'14"; thence Northeasterly along the arc, a distance of 296.08 feet, (Chord Bearing = N65°46'53"E, Chord = 293.76 feet) to a Point of Tangency; thence N53°21'46"E, a distance of 115.18 feet to the Point of Curvature of a curve, Concave to the South, having a Radius of 25.00 feet and a Central Angle of 92°55'45"; thence run Easterly along the Arc of said curve, a distance of 40.55 feet (Chord Bearing = S80°10'22"E, Chord = 36.25 feet) to a Point of Compound Curve, Concave to the Southwest, having a Radius of 1,160.00 feet and a Central Angle of 06°00'00"; thence Southeasterly along the arc, a distance of 121.48 feet, (Chord Bearing = S30°42'29"E, Chord = 121.42 feet) to a Point of Tangency; thence S27°42'29"E, a distance of 204.35 feet to the Point of Curvature of a curve, Concave to the Northeast, having a Radius of 1,240.00 feet and a Central Angle of 02°48'08"; thence run Southeasterly along the Arc of said curve, a distance of 60.65 feet (Chord Bearing = S29°06'33"E, Chord = 60.64 feet) to a Point of Reverse Curve, Concave to the West, having a Radius of 25.00 feet and a Central Angle of 87°03'17"; thence Southerly along the arc, a distance of 37.98 feet, (Chord Bearing = S13°01'01"W, Chord = 34.44 feet) to a Point of Non Tangency; thence S33°27'21"E, a distance of 80.00 feet to a Point on a Non-Tangent Curve, Concave to the South, having a Radius of 25.00 feet and a Central Angle of 87°03'17"; thence run Easterly along the arc of said curve, a distance of 37.98 feet (Chord Bearing = S79°55'42"E, Chord = 34.44 feet) to a Point of Reverse Curve, Concave to the Northeast, having a Radius of 1,240.00 feet and a Central Angle of 12°25'00"; thence Southeasterly along the arc, a distance of 268.73 feet, (Chord Bearing = S42°36'34"E, Chord = 268.20 feet) to a Point of Non Tangency; thence S39°02'12"E, a distance of 52.55 feet; thence S52°00'20"E, a distance of 35.49 feet; thence S52°49'09"E, a distance of 119.90 feet; thence S37°10'51"W, a distance of 87.50 feet; thence S52°49'09"E, a distance of 72.00 feet; thence S37°10'51"W, a distance of 811.50 feet; thence N89°25'32"W, a distance of 310.24 feet; thence N11°28'19"W, a distance of 1,127.60 feet; thence N53°43'33"W, a distance of 396.00 feet to the Point of Beginning.

Containing 23.05 acres, more or less.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.10.

Meeting Date: July 14, 2025

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida approving execution of a Vacant Land Contract for purchase of certain real property located on William Street and described more particularly in the contract; and providing an effective date.

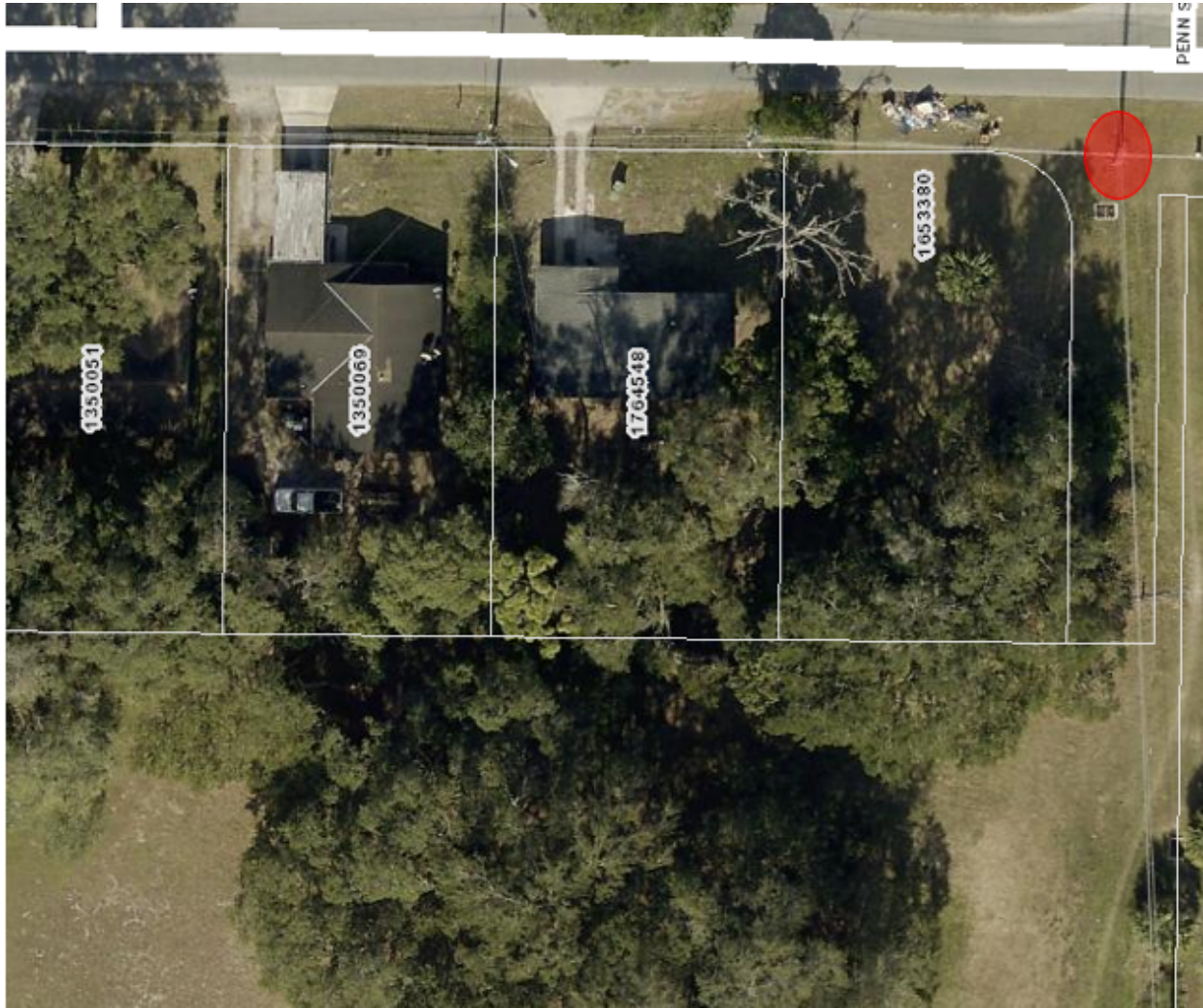
Staff Recommendation:

Approve Vacant Land Contract.

Analysis:

In designing the alternate entryway into Susan Street Park from William Street, there exists a City-owned utility pole in the middle of the access. For the usability of the entryway, the pole must be relocated. The cost to move the pole is estimated by Leesburg Electric at \$85,000. The cost breakdown is approximately \$30,000 in material, \$25,000 in labor and \$25,000 in equipment. This cost will also be absorbed by the project fund and not the electric utility.

In an effort to reduce project costs, another option includes purchasing the vacant lot (ALT KEY # 1653380) for the price of not to exceed \$55,000. While this price is considerably above market value, it saves money for the project. The image below shows the utility pole conflict in red.



Should the Commission not purchase the lot, the City Manager will instruct the Electric Department to relocate the pole in order to move forward with the project.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

Funds to purchase the property or relocate the pole are available in the Susan Street CIP Budget. This expenditure is within available contingencies at this time.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA APPROVING EXECUTION OF A VACANT LAND CONTRACT
FOR PURCHASE OF CERTAIN REAL PROPERTY LOCATED ON WILLIAM
STREET AND DESCRIBED MORE PARTICULARLY IN THE CONTRACT;
AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the City Commission ratifies and approves the execution of the vacant land contract attached hereto and approves the City's purchase of the real property described therein according to the terms and conditions of the contract.

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 14th day of July 2025.

Mayor

ATTEST:

City Clerk

Vacant Land Contract

1. Sale and Purchase ("Contract"): Annette G. Edmond
("Seller") and The City of Leesburg, Florida, a Florida municipal corporation
("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
described as:
Address: 1501 William Street, Leesburg, FL 34748
Legal Description: Lot 29, Hilltop View Subdivision, a subdivision in the City of Leesburg, Florida, as recorded in Plat Book 14, Page 20, Public Records of Lake County, Florida.
SEC 22 /TWP / 19 /RNG 24 of Lake County, Florida. Real Property ID No.: 22-19-24-0000-000-02900
including all improvements existing on the Property and the following additional property: n/a
2. Purchase Price: (U.S. currency) \$ 55,000.00
All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
Escrow Agent's Name: _____
Escrow Agent's Contact Person: _____
Escrow Agent's Address: _____
Escrow Agent's Phone: _____
Escrow Agent's Email: _____
- (a) Initial deposit (\$0 if left blank) (Check if applicable)
☐ accompanies offer
☒ will be delivered to Escrow Agent within 3 days (3 days if left blank)
after Effective Date \$ 1,500.00
- (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)
☐ within _____ days (10 days if left blank) after Effective Date \$ _____
☐ within _____ days (3 days if left blank) after expiration of Due Diligence Period \$ _____
- (c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) \$ _____
- (d) Other: \$ _____
- (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)
to be paid at closing by wire transfer or other Collected funds \$ 53,500.00
- (f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____
prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a
calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in
accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the
calculation: _____
3. Time for Acceptance; Effective Date: Unless this offer is signed by Seller and Buyer and an executed copy
delivered to all parties on or before July 15, 2025, this offer will be withdrawn and Buyer's deposit, if
any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is
delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer
has signed or initialed and delivered this offer or the final counter-offer.
4. Closing Date: This transaction will close on on or before August 15, 2025 ("Closing Date"), unless specifically
extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including,
but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday,
Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
other items.
5. Extension of Closing Date: If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not
available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

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("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (Check as applicable)

(a) ☒ Buyer will pay cash for the Property with no financing contingency.

(b) ☐ This Contract is contingent on Buyer qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). Buyer will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If Buyer, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and Buyer's deposit(s) will be returned.

(1) ☐ New Financing: Buyer will secure a commitment for new third party financing for \$ _____ or _____ % of the purchase price at (Check one) ☐ a fixed rate not exceeding _____ % ☐ an adjustable interest rate not exceeding _____ % at origination (a fixed rate at the prevailing interest rate based on Buyer's creditworthiness if neither choice is selected). Buyer will keep Seller and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to Seller and Broker.

(2) ☐ Seller Financing: Buyer will execute a ☐ first ☐ second purchase money note and mortgage to Seller in the amount of \$ _____, bearing annual interest at _____ % and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if Buyer defaults; will give Buyer the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require Buyer to keep liability insurance on the Property, with Seller as additional named insured. Buyer authorizes Seller to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. Seller will, within 10 days after Effective Date, give Buyer written notice of whether or not Seller will make the loan.

(3) ☐ Mortgage Assumption: Buyer will take title subject to and assume and pay existing first mortgage to

LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____ % which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will purchase Seller's escrow account dollar for dollar. If the interest rate upon transfer exceeds _____ % or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this Contract will terminate; and Buyer's deposit(s) will be returned. If the lender disapproves Buyer, this Contract will terminate; and Buyer's deposit(s) will be returned.

7. Assignability: (Check one) Buyer ☐ may assign and thereby be released from any further liability under this Contract, ☐ may assign but not be released from liability under this Contract, or ☒ may not assign this Contract.

8. Title: Seller has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____ provided there exists at closing no violation of the foregoing.

(a) Title Evidence: The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. Seller will deliver to Buyer, at

(Check one) ☒ Seller's ☐ Buyer's expense and

(Check one) ☒ within 10 days after Effective Date ☐ at least _____ days before Closing Date,

(Check one)

(1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by Seller at or before closing and, upon Buyer recording the deed, an owner's policy in the

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amount of the purchase price for fee simple title subject only to the exceptions stated above. If Buyer is paying for the owner's title insurance policy and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date.

- (2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller, then (1) above will be the title evidence.

- (b) **Title Examination:** After receipt of the title evidence, Buyer will, within 10 days (10 days if left blank) but no later than Closing Date, deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (i) Buyer fails to deliver proper notice of defects or (ii) Buyer delivers proper written notice and Seller cures the defects within 30 days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by Buyer of notice of such cure. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, Buyer will have 10 days after receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

- (c) **Survey:** Buyer may, at Buyer's expense, have the Property surveyed and must deliver written notice to Seller, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and Seller's and Buyer's obligations will be determined in accordance with Paragraph 8(b).

- (d) **Ingress and Egress:** Seller warrants that the Property presently has ingress and egress.

9. **Property Condition:** Seller will deliver the Property to Buyer at closing in its present "as is" condition, with conditions resulting from Buyer's inspections and casualty damage, if any, excepted. Seller will not engage in or permit any activity that would materially alter the Property's condition without the Buyer's prior written consent.

- (a) **Inspections:** (Check (1) or (2))

- (1) ☒ **Due Diligence Period:** Buyer will, at Buyer's expense and within 15 days (30 days if left blank) ("Due Diligence Period") after Effective Date and in Buyer's sole and absolute discretion, determine whether the Property is suitable for Buyer's intended use. During the Due Diligence Period, Buyer may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that Buyer deems appropriate. If the Property must be rezoned, Buyer will obtain the rezoning from the appropriate government agencies. Seller will sign all documents Buyer is required to file in connection with development or rezoning approvals. Seller gives Buyer, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that Buyer, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a construction lien being filed against the Property without Seller's prior written consent. If this transaction does not close, Buyer will, at Buyer's expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to Seller all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, Buyer must deliver written notice to Seller of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property as suitable for Buyer's intended use in its "as is" condition. If the Property is unacceptable to Buyer and written notice of this fact is timely delivered to Seller, this Contract will be deemed terminated, and Buyer's deposit(s) will be returned.

(2) ☐ No Due Diligence Period: Buyer is satisfied that the Property is suitable for Buyer's purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to Buyer. This Contract is not contingent on Buyer conducting any further investigations.

(b) Government Regulations: Changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

(c) Flood Zone: Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) Coastal Construction Control Line ("CCCL"): If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ Buyer waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

(a) Seller Costs:

Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 8)
Estoppel Fee(s)
Other: _____

(b) Buyer Costs:

~~Taxes and recording fees on notes and mortgages~~
~~Recording fees on the deed and financing statements~~
~~Loan expenses~~
~~Title evidence (if applicable under Paragraph 8)~~
~~Lender's title policy at the simultaneous issue rate~~
Inspections
Survey
Insurance
Other: _____

(c) Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) Special Assessment by Public Body: Regarding special assessments imposed by a public body, Seller will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in installments, ☒ Seller ☐ Buyer (Buyer if left blank) will pay installments due after closing. If Seller is checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

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IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

- (f) Foreign Investment in Real Property Tax Act ("FIRPTA"): If Seller is a "foreign person" as defined by FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at closing.
- (g) 1031 Exchange: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. Time is of the essence in this Contract.
12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may terminate this Contract by written notice to the other within 10 days after Buyer's receipt of Seller's notification, and Buyer's deposit(s) will be returned, failing which Buyer will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.
13. Force Majeure: Seller or Buyer will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of Seller or Buyer and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other, and Buyer's deposit(s) will be returned.
14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.
15. Complete Agreement; Persons Bound: This Contract is the entire agreement between Seller and Buyer. Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract. Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Seller and Buyer will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "Seller," "Buyer," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of Seller, Buyer, and Broker.

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- 273 16. **Default and Dispute Resolution:** This Contract will be construed under Florida law. This Paragraph will survive
274 closing or termination of this Contract.
- 275 (a) **Seller Default:** If Seller fails, neglects, or refuses to perform Seller's obligations under this Contract, Buyer
276 may elect to receive a return of Buyer's deposit(s) without thereby waiving any action for damages resulting
277 from Seller's breach and may seek to recover such damages or seek specific performance. Seller will also be
278 liable for the full amount of the brokerage fee.
- 279 (b) **Buyer Default:** If Buyer fails, neglects, or refuses to perform Buyer's obligations under this Contract,
280 including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the
281 deposit(s), paid and agreed to be paid, for the account of Seller as agreed upon liquidated damages,
282 consideration for execution of this Contract, and in full settlement of any claims, whereupon Seller and Buyer
283 will be relieved from all further obligations under this Contract; or Seller, at Seller's option, may proceed in
284 equity to enforce Seller's rights under this Contract.
- 285 17. **Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to
286 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting
287 the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.
- 288 18. **Escrow Agent; Closing Agent:** Seller and Buyer authorize Escrow Agent and closing agent (collectively
289 "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them
290 upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing
291 brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and
292 finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person
293 for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this
294 Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees
295 and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed
296 funds or equivalent and charged and awarded as court costs in favor of the prevailing party.
- 297 19. **Professional Advice; Broker Liability:** Broker advises Seller and Buyer to verify all facts and representations
298 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this
299 Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor
300 reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax,
301 property condition, environmental, and other specialized advice. Buyer acknowledges that all representations
302 (oral, written, or otherwise) by Broker are based on Seller representations or public records. Buyer agrees to rely
303 solely on Seller, professional inspectors, and government agencies for verification of the Property
304 condition and facts that materially affect Property value. Seller and Buyer respectively will pay all costs and
305 expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors,
306 agents, and employees in connection with or arising from Seller's or Buyer's misstatement or failure to perform
307 contractual obligations. Seller and Buyer hold harmless and release Broker and Broker's officers, directors,
308 agents, and employees from all liability for loss or damage based on (i) Seller's or Buyer's misstatement or failure
309 to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to,
310 photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related
311 to the Property; (iii) Broker's performance, at Seller's or Buyer's request, of any task beyond the scope of
312 services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or
313 retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any
314 vendor. Seller and Buyer each assume full responsibility for selecting and compensating their respective vendors.
315 This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be
316 treated as a party to this Contract. This Paragraph will survive closing.
- 317 20. **Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by
318 Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales
319 Commission Lien Act provides that when a broker has earned a commission by performing licensed services
320 under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the
321 broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.
- 322 21. **Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Instruction to
323 closing agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage
324 fees as specified in separate brokerage agreements with the parties and cooperative agreements between the
325 Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be
326 used to modify any offer of compensation made by Seller or listing broker to cooperating brokers.

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327 Klve Rudolph / BK3260019 n/a
 328 Seller's Sales Associate/License No. Buyer's Sales Associate/License No.

329 klvetherealtor@gmail.com
 330 Seller's Sales Associate Email Address Buyer's Sales Associate Email Address

331
 332 321-960-1454
 333 Seller's Sales Associate Phone Number Buyer's Sales Associate Phone Number

334
 335 The KLR Group
 336 Listing Brokerage Buyer's Brokerage

337
 338 949 S. Orange Blossom Tr, Apopka, FL 32703
 339 Listing Brokerage Address Buyer's Brokerage Address

340 22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract
 341 (Check if applicable):
 342 ☐ A. Back-up Contract
 343 ☐ B. Kick Out Clause
 344 ☐ C. HOA Addendum
 345 ☐ D. Other _____
 346

347 23. Additional Terms:
 348 Notwithstanding anything to the contrary herein, Seller shall pay all closing costs including but not limited to, real
 349 estate taxes, special assessments, recording fees, title policies, closing agent fees and charges, real estate
 350 commissions, title search fee, municipal lien search, and documentary stamps on the deed. Buyer will only pay
 351 the cost items set forth in paragraph 10(b) of this Agreement, and will not otherwise contribute towards costs,
 352 charges, and assessments associated with the subject property or this transaction.
 353
 354 Closing is contingent on approval of this contract by the Leesburg City Commission. Closing is further
 355 contingent on Buyer either obtaining an appraisal of the property or a waiver of any applicable appraisal
 356 requirement from the Leesburg City Commission.
 357 _____
 358 _____
 359 _____
 360 _____
 361 _____
 362 _____

363 COUNTER-OFFER/REJECTION
 364 ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
 365 deliver a copy of the acceptance to Seller).
 366 ☐ Seller rejects Buyer's offer
 368

367 [The remainder of this page is intentionally left blank.
 368 This Contract continues with Line 369 on Page 8 of 8.]

This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before signing.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. It is a crime to buy or knowingly sell property in violation of the Act.

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

The City of Leesburg, Florida, a Florida municipal corporation

Buyer: _____ Date: _____

Print name: Alan Reisman, Mayor

Buyer: _____ Date: _____

Print name: J. Andi Purvis, City Clerk

Buyer's address for purpose of notice:

Address: 501 West Meadow Street, Leesburg, FL 34748

Phone: 352-728-9786 Fax: _____ Email: _____

Seller: Annette Edmond Date: 6/26/25

Print name: Annette G. Edmond

Seller: _____ Date: _____

Print name: _____

Seller's address for purpose of notice:

Address: 1501 William Street, Leesburg, FL 34748

Phone: _____ Fax: _____ Email: _____

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City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.11.

Meeting Date: July 14, 2025

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, approving and authorizing execution of a corrective warranty deed regarding certain real property that was intended to be conveyed to Leesburg 470, LLC by warranty deed recorded in O.R. Book 5222, Page 1759, Public Records of Lake County, Florida, to correct a scrivener's error in the legal description; and providing for an effective date.

Staff Recommendation:

Staff recommends approving the Resolution to record a corrective warranty deed to ensure that the property which was intended to be conveyed to Leesburg 470, LLC is properly conveyed to them.

Analysis:

In 2016, the City entered into a contract to sell property located near the intersection of the Turnpike and CR 470 to Leesburg 470, LLC. According to the contract, the buyer was to initially purchase a 10 acre parcel and was given an option to buy an adjoining 26.88 acres MOL. Although a legal description was included in the contract, the description that was used was approximate until a survey could be conducted. Although a survey of the option property was conducted prior to closing, the legal description from the contract was erroneously included in the deed and a small portion of the property which was intended to be conveyed to the buyer was never actually conveyed to them. As a result, the buyer has requested a corrective warranty deed to correct the scrivener's error as to the legal description of the option property. Copies of the contract, survey, recorded warranty deed, and corrective warranty deed are included in the package for reference.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

RESOLUTION _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA, APPROVING AND AUTHORIZING
EXECUTION OF A CORRECTIVE WARRANTY DEED REGARDING
CERTAIN REAL PROPERTY THAT WAS INTENDED TO BE
CONVEYED TO LEESBURG 470, LLC BY WARRANTY DEED
RECORDED IN O.R. BOOK 5222, PAGE 1759, PUBLIC RECORDS OF
LAKE COUNTY, FLORIDA, TO CORRECT A SCRIVENER'S ERROR IN
THE LEGAL DESCRIPTION; AND PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, on or about November 14, 2016, the City of Leesburg ("City") entered into a contract to sell certain real property to Leesburg 470, LLC (the "Contract")(a copy of the Contract as amended and/or extended is attached hereto as Exhibit "A");

WHEREAS, pursuant to the Contract, the City agreed to sell 10 acres MOL (the "First Parcel") to the buyer and granted the buyer an option to buy an adjoining 26.88 acres MOL (the "Second Parcel");

WHEREAS, the legal description of the Second Parcel as it appears in the Contract was created prior to a boundary survey of the Second Parcel being conducted and closing of the first parcel was extended to allow for the survey (a copy of the survey is attached hereto as Exhibit "B");

WHEREAS, among other documents associated with the closing of the First Parcel, the parties executed and recorded a notice of option as to the Second Parcel in O.R. Book 4895, Page 329, Public Records of Lake County, Florida;

WHEREAS, although the boundary survey of the Second Parcel was completed before closing, due to a scrivener's error, the legal description from the Contract was used rather than the legal description that was verified by the survey and the error was ultimately replicated in the notice of option and the warranty deed recorded in O.R. Book 5222, Page 1759, Public Records of Lake County, Florida, which attempted to convey the Second Parcel to the buyer (a copy of the warranty deed is attached hereto as Exhibit "C");

WHEREAS, the City and buyer wish to correct the scrivener's error by recording a corrective warranty deed which will ensure that the Second Parcel is conveyed to the buyer as intended by the parties; and

WHEREAS, no other lands of the City were included in the erroneous legal description and it's therefore unnecessary for the buyer to reconvey any land to the City.

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

Section 1. Recitals. The recitals above are restated and are incorporated herein for all purposes.

Section 2. Approval of Corrective Deed. The City Commission of the City of Leesburg hereby approves the execution and recording of the Corrective Warranty Deed attached hereto as Exhibit “D” by the Mayor and City Clerk.

Section 3. Effective Date and Duration. This resolution shall be effective immediately.

PASSED AND RESOLVED this 14th day of July 2025, by the City Commission of the City of Leesburg, Florida

THE CITY OF LEESBURG, FLORIDA

Alan Reisman, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Exhibit "A"

Vacant Land Contract

FLORIDA ASSOCIATION OF REALTORS®

1* **1. Sale and Purchase:** The City of Leesburg, Florida ("Seller")
 2* and 470 Leesburg, LLC ("Buyer")
 3 (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
 4 described as:
 5* Address: Highway 470, Leesburg, FL 34748
 6* Legal Description:
 7 **TEN ACRES AS DESCRIBED ON EXHIBIT "A" ATTACHED.**

11* SEC ___/TWP ___/RNG ___ of ___ Lake ___ County, Florida. Real Property ID No.: ___
 12* including all improvements existing on the Property and the following additional property: NONE

14* **2. Purchase Price:** (U.S. currency) \$ 140,000.00
 15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
 16* Escrow Agent's Name: McLin Burnsed P.A.
 17* Escrow Agent's Contact Person: Fred A. Morrison
 18* Escrow Agent's Address: 1000 W. Main St., Leesburg, FL 34748
 19* Escrow Agent's Phone: (352) 787-1241
 20* Escrow Agent's Email: FredM@mcclinburnsed.com

21 (a) Initial deposit (\$0 if left blank) (Check if applicable)
 22* ☐ accompanies offer
 23* ☒ will be delivered to Escrow Agent within 5 days (3 days if left blank)
 24* after Effective Date \$ 5,000.00

25 (b) Additional deposit to be delivered to Escrow Agent (Check if applicable)
 26* ☐ within ___ days (10 days if left blank) after Effective Date
 27* ☐ within ___ days (3 days if left blank) after expiration of Feasibility Study Period \$ _____

28* (c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage) \$ _____

29* (d) Other: \$ _____

30 (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)
 31* to be paid at closing by wire transfer or other Collected funds \$ 135,000.00

32* (f) ☒ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
 33* unit used to determine the purchase price is ☐ lot ☒ acre ☐ square foot ☐ other (specify): _____
 34* prorating areas of less than a full unit. The purchase price will be \$ 14,000.00 per unit based on a
 35 calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in
 36 accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the
 37* calculation: NONE

38 **3. Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy
 39* delivered to all parties on or before November 15, 2016, this offer will be withdrawn and Buyer's deposit, if
 40 any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is
 41 delivered. The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer
 42 has signed or initialed and delivered this offer or the final counter offer.

43* **4. Closing Date:** This transaction will close on December 29, 2016 ("Closing Date"), unless specifically
 44 extended by other provisions of this contract. The Closing Date will prevail over all other time periods including,
 45 but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday,
 46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
 47 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
 48 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
 49 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
 50 other items.

Buyer (PSS) () and Seller ([Signature]) () acknowledge receipt of a copy of this page, which is 1 of 7 pages.

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51 **5. Financing: (Check as applicable)**

52* (a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

53* (b) ☐ This contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s)
54* specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective
55* Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____
56* days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,
57* and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the
58* Financing within the Financing Period, either party may terminate this contract and **Buyer's** deposit(s) will be
59* returned.

60* (1) ☐ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____
61* or _____ % of the purchase price at (Check one) ☐ a fixed rate not exceeding _____ % ☐ an
62* adjustable interest rate not exceeding _____ % at origination (a fixed rate at the prevailing interest rate
63* based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully
64* informed of the loan application status and progress and authorizes the lender or mortgage broker to
65* disclose all such information to **Seller** and Broker.

66* (2) ☐ **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to
67* **Seller** in the amount of \$ _____, bearing annual interest at _____ % and payable as
68* follows: _____

69* The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow
70* forms generally accepted in the county where the Property is located; will provide for a late payment fee
71* and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without
72* penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on
73* conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to
74* keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller**
75* to obtain credit, employment, and other necessary information to determine creditworthiness for the
76* financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not
77* **Seller** will make the loan.

78* (3) ☐ **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

79* _____
80* LN# _____ in the approximate amount of \$ _____ currently payable at
81* \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a
82* ☐ fixed ☐ other (describe) _____
83* interest rate of _____ % which ☐ will ☐ will not escalate upon assumption. Any variance in the
84* mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will
85* purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____ % or
86* the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess,
87* failing which this contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves
88* **Buyer**, this contract will terminate; and **Buyer's** deposit(s) will be returned.

89* 6. **Assignability: (Check one)** **Buyer** ☐ may assign and thereby be released from any further liability under this
90* contract, ☒ may assign but not be released from liability under this contract, or ☐ may not assign this contract.

91* 7. **Title:** **Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty
92* deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements,
93* and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants,
94* restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any
95* other matters to which title will be subject) _____,
96* provided there exists at closing no violation of the foregoing.

97* (a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and
98* pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent.

99* **Seller** will deliver to **Buyer**, at

100* (Check one) ☒ **Seller's** ☐ **Buyer's** expense and

101* (Check one) ☒ within 25 days after Effective Date ☐ at least _____ days before Closing Date,

102* (Check one)

103* (1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
104* discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the
105* amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is
106* paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to
107* **Buyer** within 15 days after Effective Date.

Buyer (PSS) (_____) and Seller ([Signature]) (_____) acknowledge receipt of a copy of this page, which is 2 of 7 pages.

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(2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within 10 days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within 45 days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 7(b).

(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

8. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Inspections: (Check (1) or (2))**

(1) ☒ **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within 30 days (30 days if left blank) ("Feasibility Study Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Feasibility Study Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Feasibility Study Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

(2) ☐ **No Feasibility Study:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning

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and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This contract is not contingent on **Buyer** conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has expired or if Paragraph 8(a)(2) is selected.

(c) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☒ **Buyer** waives the right to receive a CCCL affidavit or survey.

9. **Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 19. In addition to other expenses provided in this contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) **Seller Costs:**

~~Taxes on the deed~~

Recording fees for documents needed to cure title

Title evidence (if applicable under Paragraph 7)

Other: _____

(b) **Buyer Costs:**

Taxes and recording fees on notes and mortgages

Recording fees on the deed and financing statements

Loan expenses

Title evidence (if applicable under Paragraph 7)

Lender's title policy at the simultaneous issue rate

Inspections

Survey

Insurance

Other: Documentary stamp taxes on the deed.

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments, ☐ **Seller** ☒ **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** **BUYER** SHOULD NOT RELY ON THE **SELLER'S** CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **BUYER** MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

Buyer (BS) (_____) and Seller (11) (_____) acknowledge receipt of a copy of this page, which is 4 of 7 pages.

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- 220 (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by
221 FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at
222 closing.
- 223 (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with
224 closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will
225 cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided,
226 however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing
227 will not be contingent upon, extended, or delayed by the Exchange.
- 228 **10. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days
229 or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal
230 holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday
231 will extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in**
232 **this contract.**
- 233 **11. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing
234 or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain
235 proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may
236 terminate this contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification,
237 and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this contract and
238 receive all payments made by the governmental authority or insurance company, if any.
- 239 **12. Force Majeure:** **Seller** or **Buyer** will not be required to perform any obligation under this contract or be liable to
240 each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or
241 prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes,
242 earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably
243 within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is
244 unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for
245 the period that the act of God or force majeure is in place. However, in the event that such act of God or force
246 majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to
247 the other; and **Buyer's** deposit(s) will be returned.
- 248 **13. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or
249 electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by**
250 **this contract, regarding any contingency will render that contingency null and void, and this contract will**
251 **be construed as if the contingency did not exist. Any notice, document, or item delivered to or received**
252 **by an attorney or licensee (including a transactions broker) representing a party will be as effective as if**
253 **delivered to or received by that party.**
- 254 **14. Complete Agreement; Persons Bound:** This contract is the entire agreement between **Seller** and **Buyer**.
255 **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker**
256 **unless incorporated into this contract.** Modifications of this contract will not be binding unless in writing, signed
257 or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This
258 contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications
259 communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be
260 binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If
261 any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be
262 fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this contract.
263 This contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular
264 or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if
265 permitted, of **Seller**, **Buyer**, and **Broker**.
- 266 **15. Default and Dispute Resolution:** This contract will be construed under Florida law. This Paragraph will survive
267 closing or termination of this contract.
- 268 (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this contract, **Buyer**
269 may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting
270 from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also
271 be liable for the full amount of the brokerage fee.

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(b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this contract.

16. Escrow Agent; Closing Agent: **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

17. Professional Advice; Broker Liability: Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that Broker does not reside in the Property and that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer** agrees to rely solely on **Seller**, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract. This Paragraph will survive closing.

18. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

19. Brokers: The brokers named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or **Seller's** Broker to **Buyer's** Broker.

(a) NONE (Seller's Broker)
will be compensated by ☐ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify): N/A

(b) NONE (Buyer's Broker)
will be compensated by ☒ **Seller** ☐ **Buyer** ☐ **Seller's** Broker pursuant to ☐ a MLS offer of compensation ☐ other (specify): N/A

Buyer (PSS) () and Seller ([Signature]) () acknowledge receipt of a copy of this page, which is 6 of 7 pages.

VAC-10 Rev. 8/14

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324* 20. Additional Terms:

325 Buyer will have the option to purchase the adjacent 26.88 acres highlighted on
326 Exhibit "A" at any time during the two years following Closing, at the same
327 price of \$14,000.00 per acre times the 12.52 developable acres, and under the
328 same terms as this Contract. 14.36 acres of wetlands will be excluded from the
329 purchase price computation, but included in the deed description.

330
331 This Contract is contingent in approval by the Leesburg City Commission at a
332 public meeting, at which a quorum is present, and for which this Contract is on
333 the agenda for consideration.

334
335 Buyer understands that Seller is a governmental entity and cannot contract away
336 its police powers to regulate the use of the Property, therefore Buyer must
337 observe and adhere to all land use regulations and building codes, regardless
338 of any statement or implication to the contrary in this Contract. Seller is tax
339 exempt so Buyer will pay documentary stamp tax on the deed.

341 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before
342 signing.

343* Buyer: 470 Leesburg, LLC by Philip Smith mcmaguer Date: 11/7/2016

344* Print name: 470 Leesburg, LLC

345* Buyer: _____ Date: _____

346* Print name: _____

347 Buyer's address for purpose of notice:

348* Address: 1000 W Main St Leesburg, FL 34748-4925

349* Phone: (352) 787-1241 Fax: (352) 326-2608 E-mail: PhilS@mclimburnsed.com

350* Seller: [Signature] Robert Bone, Mayor Pro Tem Date: 11-14-16

351* Print name: The City of Leesburg, Florida

352* Seller: _____ Date: _____

353* Print name: _____

354 Seller's address for purpose of notice:

355* Address: 501 W Meadow St Leesburg, FL 34748-5153

356* Phone: (352) 728-9786 Fax: _____ E-mail: michael.rankin@leesburgflorida.gov

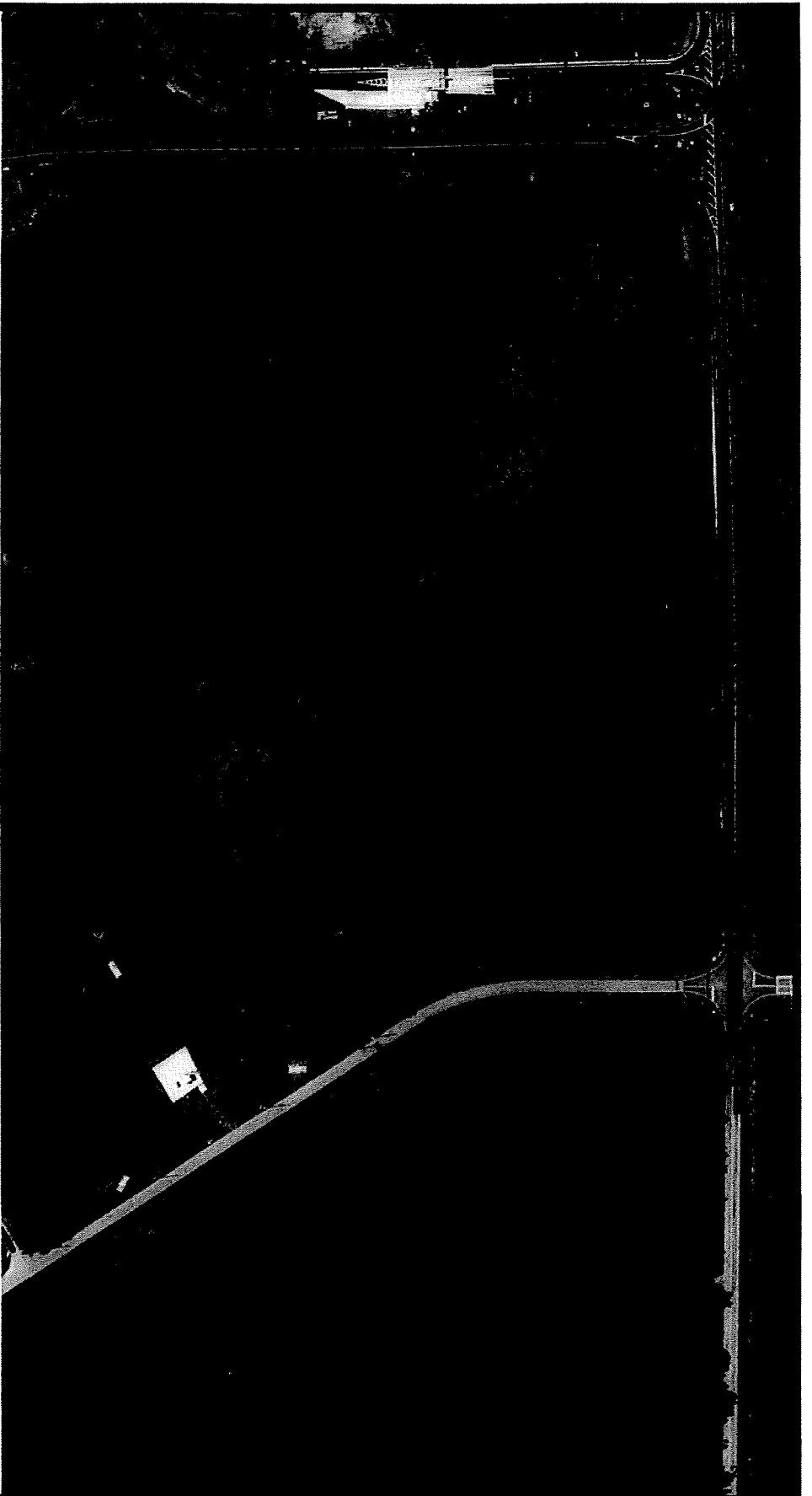
357* **Effective Date:** _____ **(The date on which the last party signed or initialed and delivered the**
358 **final offer or counter offer.)**

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Buyer (PSS) (_____) and Seller ([Signature]) (_____) acknowledge receipt of a copy of this page, which is 7 of 7 pages.

VAC-10 Rev. 8/14

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GENERAL NOTES

- 1: This is NOT A BOUNDARY SURVEY.
- 2: This sketch is to show existing site information and improvements for the sole purpose of conceptual design.
- 3: This sketch was prepared for the City of Leesburg and its assigns as there interests may appear. Use of this sketch by any other parties is Strictly forbidden.
- 4: Use of this sketch for any other purpose than that stated in note (2) is the sole responsibility of the user. The City of Leesburg assumes no liability for the misuse of this information.
- 5: All information outside the labeled limits of this site is for general reference purposes only. Assumption of correctness outside of said site boundary is the liability of the user.
- 6: This sketch was prepared by the City of Leesburg, Community Development Department, under the direction of Adrian C. Parker, CPM CFM, Development Review Coordinator for the City of Leesburg.
- 8: All shown wetland areas are approximate and have not been evaluated by an environmental specialist.

DESIGN NOTES

1. 10 Acres of primary development outlined
2. 12.53 acres of available unimpaired future development
3. 14.35 acres of approximate wetland per Army Corp of Engineers Quad map. These is subject to change with environmental surveying and assessment.



CITY OF LEESBURG
PUBLIC WORKS DEPT.
ENGINEERING DIVISION
550 S. 14th ST. - P.O. BOX 490630
LEESBURG, FLORIDA 34749
PHONE (352) 728-9755
FAX (352) 728-9879

DESIGN SKETCH OF 10 ACES

10 ACRES MANUFACTURING
SITE WITH FUTURE PROPERTY
AVAILABILITY LAYOUT

DATE: 09/07/2016
DRAWN: ACP
CHECKED: MR
APPROVED: CLIENT
SCALE: 1"=300'
FILE NO.: NO FILE

SHEET
NUMBER
1
OF
1

EXHIBIT "A"

10 ACRE SALE DESCRIPTION:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, OF LAKE COUNTY, FLORIDA; THENCE, RUN S.00°39'37"W., ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, A DISTANCE OF 150.50 FEET TO THE INTERSECTION OF SAID QUARTER SECTION LINE AND THE SOUTHERLY RIGHT OF WAY OF COUNTY ROAD 470 AS IT EXISTS IN SEPTEMBER OF 2016, SAID INTERSECTION BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE FROM SAID POINT OF BEGINNING, RUN N.89°36'42"W. ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 673.37 FEET; THENCE DEPARTING THE RIGHT OF WAY OF COUNTY ROAD 470, RUN S.00°23'08"W. A DISTANCE OF 508.57 FEET; THENCE, RUN S.89°32'21"E. A DISTANCE OF 923.49 FEET TO A CURVE ON THE WESTERLY RIGHT OF WAY OF A 50 FOOT WIDE ENTRANCE ROAD, SAID CURVE HAVING A RADIUS OF 525.00 FEET, AN ARC LENGTH OF 298.99 FEET AND A DELTA ANGLE OF 32°37'48"; THENCE, RUNNING WITH THE CHORD BEARING OF SAID CURVE N.15°52'16"W. A CHORD DISTANCE OF 249.96 FEET TO THE POINT OF TANGENCY OF SAID CURVE AND THE WESTERLY RIGHT OF WAY OF SAID ENTRANCE ROAD; THENCE, RUN ALONG SAID WESTERLY RIGHT OF WAY N.00°26'37"E. A DISTANCE OF 226.51 FEET TO THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY OF COUNTY ROAD 470; THENCE ALONG AFOREMENTIONED RIGHT OF WAY, RUN N.89°36'42"W. A DISTANCE OF 167.78 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

THIS DESCRIPTION CONTAINS 435,599.34 SQUARE FEET OR 10.00 ACRES MORE OR LESS AND IS ALL LOCATED IN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN THE CITY OF LEESBURG OF LAKE COUNTY, FLORIDA

RIGHT OF FIRST REFUSAL DESCRIPTION:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, OF LAKE COUNTY, FLORIDA; THENCE, RUN S.00°39'37"W., ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, A DISTANCE OF 150.50 FEET TO THE INTERSECTION OF SAID QUARTER SECTION LINE AND THE SOUTHERLY RIGHT OF WAY OF COUNTY ROAD 470 AS IT EXISTS IN SEPTEMBER OF 2016; THENCE, RUN N.89°36'42"W. ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 673.37 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, RUN N.89°36'42"W. A DISTANCE OF 501.21 FEET TO A POINT OF CURVATURE OF THE EASTERLY RIGHT OF WAY OF THE FLORIDA TURNPIKE, THE CURVE OF SAID TURNPIKE RIGHT OF WAY HAVING AN ARC LENGTH OF 213.14 FEET, A RADIUS OF 137.26 FEET, AND A DELTA ANGLE OF 88°58'18"; THENCE, RUN WITH THE CHORD BEARING OF SAID CURVE S.43°11'28"W. A CHORD DISTANCE OF 192.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE ALONG SAID EASTERLY TURNPIKE RIGHT OF WAY, RUN S.01°17'14"E. A DISTANCE OF 1032.46 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN S.89°18'03"E. A DISTANCE OF 1268.91 FEET; THENCE, RUN N.00°41'57"E. A DISTANCE OF 671.59 FEET; THENCE, RUN N.89°32'21"W. A DISTANCE OF 670.93 FEET; THENCE, RUN N.00°23'08"E. A DISTANCE OF 508.57 FEET TO THE POINT OF BEGINNING.

THIS DESCRIPTION CONTAINS 1,170,811.60 SQUARE FEET OR 26.878 ACRES MORE OR LESS AND IS ALL LOCATED IN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN THE CITY OF LEESBURG OF LAKE COUNTY, FLORIDA

GENERAL NOTES

- 1: This is NOT A BOUNDARY SURVEY.
- 2: This sketch is to show existing site information and improvements for the sole purpose of conceptual design.
- 3: This sketch was prepared for the City of Leesburg and its assign's as there interests may appear. Use of this sketch by any other parties is Strictly forbidden.
- 4: Use of this sketch shown on sheet 2 for any other purpose than that stated in note (2) is the sole responsibility of the user. The City of Leesburg assumes no liability for the misuse of this information.
- 5: All information outside the labeled limits of this site is for general reference purposes only. Assumption of correctness outside of said site boundary is the liability of the user.
- 6: The Bearings, shown hereon, are relative to assumed datum and are Based on the Southerly right of way line of County Road 470 in Section 17, Township 20 South, Range 24 East, Lake County, Florida, as being N. 89°36'42" W.
- 7: This sketch was prepared by the City of Leesburg, Community Development, Land Management Division, under the direction of Adrian Parker, CPM CFM / Development Review Coordinator for the City of Leesburg.
- 8: This sketch contains 2 sheets in which NONE are valid without all remaining sheets.

SECTION: 17-20-24



CITY OF LEESBURG
PUBLIC WORKS DEPT.
ENGINEERING DIVISION
550 S. 14th ST. - P.O. BOX 490630
LEESBURG, FLORIDA 34749
PHONE (352) 728-9755
FAX (352) 728-9879

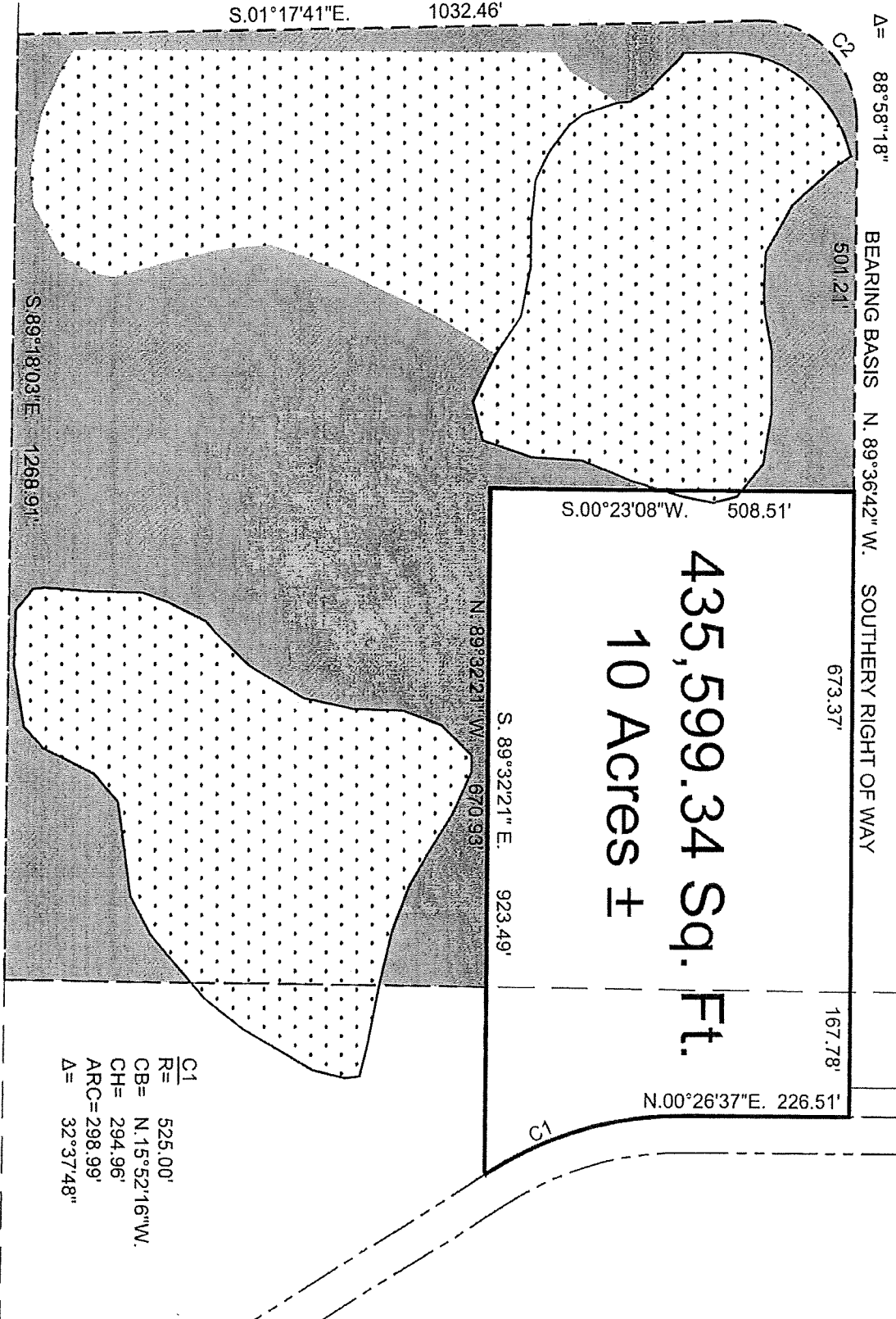
SKETCH OF DESCRIPTION
10 ACRE PARCEL SALE
CITY OF LEESBURG 470 PROPERTIES
INTELLISTEEL GROUP
LAND SALE DESCRIPTION AND
RIGHT OF FIRST REFUSAL

DATE: 09/09/2016
DRAWN: ACP
CHECKED: ACP
APPROVED: MR
SCALE: NTS
FILE NO.: LE16003

SHEET
NUMBER
1
OF
2

PSS

EXHIBIT "A"



$\frac{C2}{R=}$ 137.26'
 $CB=$ S.43°11'28"W.
 $CH=$ 192.36'
 $ARC=$ 213.14'
 $\Delta=$ 88°58'18"

BEARING BASIS N. 89°36'42" W. SOUTHERY RIGHT OF WAY

$\frac{C1}{R=}$ 525.00'
 $CB=$ N.15°52'16"W.
 $CH=$ 294.96'
 $ARC=$ 298.99'
 $\Delta=$ 32°37'48"



CITY OF LEESBURG
 PUBLIC WORKS DEPT.
 ENGINEERING DIVISION
 550 S. 14th ST. - P.O. BOX 490630
 LEESBURG, FLORIDA 34749
 PHONE (352) 728-9755
 FAX (352) 728-9879

SKETCH OF DESCRIPTION
 10 ACRE PARCEL SALE
 CITY OF LEESBURG 470 PROPERTIES
 INTELLISTEEL GROUP
 LAND SALE DESCRIPTION AND
 RIGHT OF FIRST REFUSAL

DATE: 09/09/2016
 DRAWN: ACP
 CHECKED: ACP
 APPROVED: MR
 SCALE: NTS
 FILE NO.: LE16003

SHEET
 NUMBER
 2
 OF
 2

RSS

Addendum to Contract

Addendum No. 1 to the Contract dated _____ between
The City of Leesburg, Florida (Seller)
and 470 Leesburg, LLC (Buyer)
concerning the property described as: Highway 470, Leesburg, FL 34748

(the "Contract"). Seller and Buyer make the following terms and conditions part of the Contract:

The date of Closing is extended to on or before January 25, 2016. Closing is to take place as soon as possible after City Commission approval of the release of statutory mineral reservations under Sec. 270.11, Fla. Stat.

Buyer: By: Philip L Smith, attorney
470 Leesburg, LLC

Date: 12/20/2016

Buyer: _____

Date: _____

Seller: [Signature]
The City of Leesburg, Florida

Date: 12/29/16

Seller: _____

Date: _____

Prepared by and return to:

Fred A. Morrison, Esq.

Attorney at Law

McLinBurnsed

1000 W. Main Street

Leesburg, FL 34748

352-787-1241

File Number: CL3922

Parcel Identification No. 1720240002-000-00100

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 10th day of January, 2017 between **The City of Leesburg, Florida**, a Florida municipal corporation whose post office address is **P.O. Box 490630, Leesburg, FL 34749-0630** of the County of **Lake**, State of **Florida**, grantor*, and **470 Leesburg, LLC**, a Florida limited liability company whose post office address is **1000 West Main Street, Leesburg, FL 34748** of the County of **Lake**, State of **Florida**, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Lake County, Florida**, to-wit:

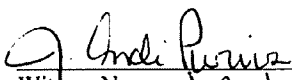
SEE ATTACHED EXHIBIT "A"

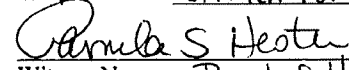
and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

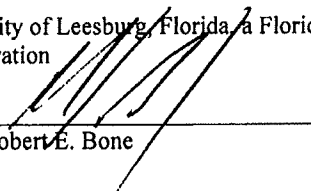
In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:


Witness Name: J. Andi Purvis


Witness Name: Pamela S. Hester

The City of Leesburg, Florida, a Florida municipal corporation

By: 
Robert E. Bone

(Corporate Seal)

State of Florida
County of Lake

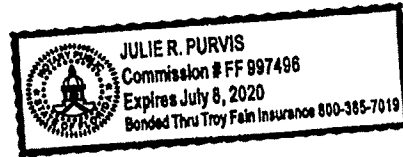
The foregoing instrument was acknowledged before me this 11th day of January, 2017 by Robert E. Bone of The City of Leesburg, Florida, a Florida municipal corporation, on behalf of the corporation. He ☒ is personally known to me or ☐ has produced a driver's license as identification.

[Notary Seal]

Julie R Purvis
Notary Public

Printed Name: JULIE R PURVIS

My Commission Expires: _____



TITLE SEARCH REPORT

Exhibit A

Fund File Number: 386310

PARCEL 1: (10 ACRE SALE DESCRIPTION)

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, OF LAKE COUNTY, FLORIDA; THENCE RUN S.00°39'37"W., ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, A DISTANCE OF 150.50 FEET TO THE INTERSECTION OF SAID QUARTER SECTION LINE AND THE SOUTHERLY RIGHT OF WAY OF COUNTY ROAD 470 AS IT EXISTS IN SEPTEMBER OF 2016, SAID INTERSECTION BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE FROM SAID POINT OF BEGINNING, RUN N.89°36'42"W. ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 673.37 FEET; THENCE DEPARTING THE RIGHT OF WAY OF COUNTY ROAD 470, RUN S.00°23'08"W A DISTANCE OF 508.57 FEET; THENCE, RUN S.89°32'21" E. A DISTANCE OF 923.49 FEET TO A CURVE ON THE WESTERLY RIGHT OF WAY OF A 50 FOOT WIDE ENTRANCE ROAD, SAID CURVE HAVING A RADIUS OF 525.00 FEET, AN ARC LENGTH OF 298.99 FEET AND A DELTA ANGLE OF 32°37'48"; THENCE RUNNING WITH THE CHORD BEARING OF SAID CURVE N.15°52'16"W. A CHORD DISTANCE OF 249.96 FEET TO THE POINT OF TANGENCY OF SAID CURVE AND THE WESTERLY RIGHT OF WAY OF SAID ENTRANCE ROAD; THENCE RUN ALONG SAID WESTERLY RIGHT OF WAY N.00°26'37"E. A DISTANCE OF 226.51 FEET TO THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY OF COUNTY ROAD 470; THENCE ALONG AFOREMENTIONED RIGHT OF WAY, RUN N.89°36'42"W. A DISTANCE OF 167.78 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

Addendum to Contract

Addendum No. 1 to the Contract dated _____ between
The City of Leesburg, Florida (Seller)
and 470 Leesburg, LLC (Buyer)
concerning the property described as: Highway 470, Leesburg, FL 34748

(the "Contract"). Seller and Buyer make the following terms and conditions part of the Contract:

The date of Closing is extended to on or before January 25, 2016. Closing is to take place as soon as possible after City Commission approval of the release of statutory mineral reservations under Sec. 270.11, Fla. Stat.

Buyer:

By: Philip L Smith, manager
470 Leesburg, LLC

Date:

12/28/2016

Buyer:

Date:

Seller:

[Signature]
The City of Leesburg, Florida

Date:

12/29/16

Seller:

Date:

Addendum to Contract

Addendum No. 2 to the Contract dated _____ between
The City of Leesburg, Florida (Seller)
and 470 Leesburg, LLC (Buyer)
concerning the property described as: Highway 470, Leesburg, FL 34748

(the "Contract"). Seller and Buyer make the following terms and conditions part of the Contract:

The Closing Date is extended to on or before February 8, 2017. Seller shall deliver a boundary survey of the Property prior to that date. All other terms of the Contract remain unchanged.

Buyer: Philly & Suzel, manager
470 Leesburg, LLC

Date: 1/24/2017

Buyer: _____

Date: _____

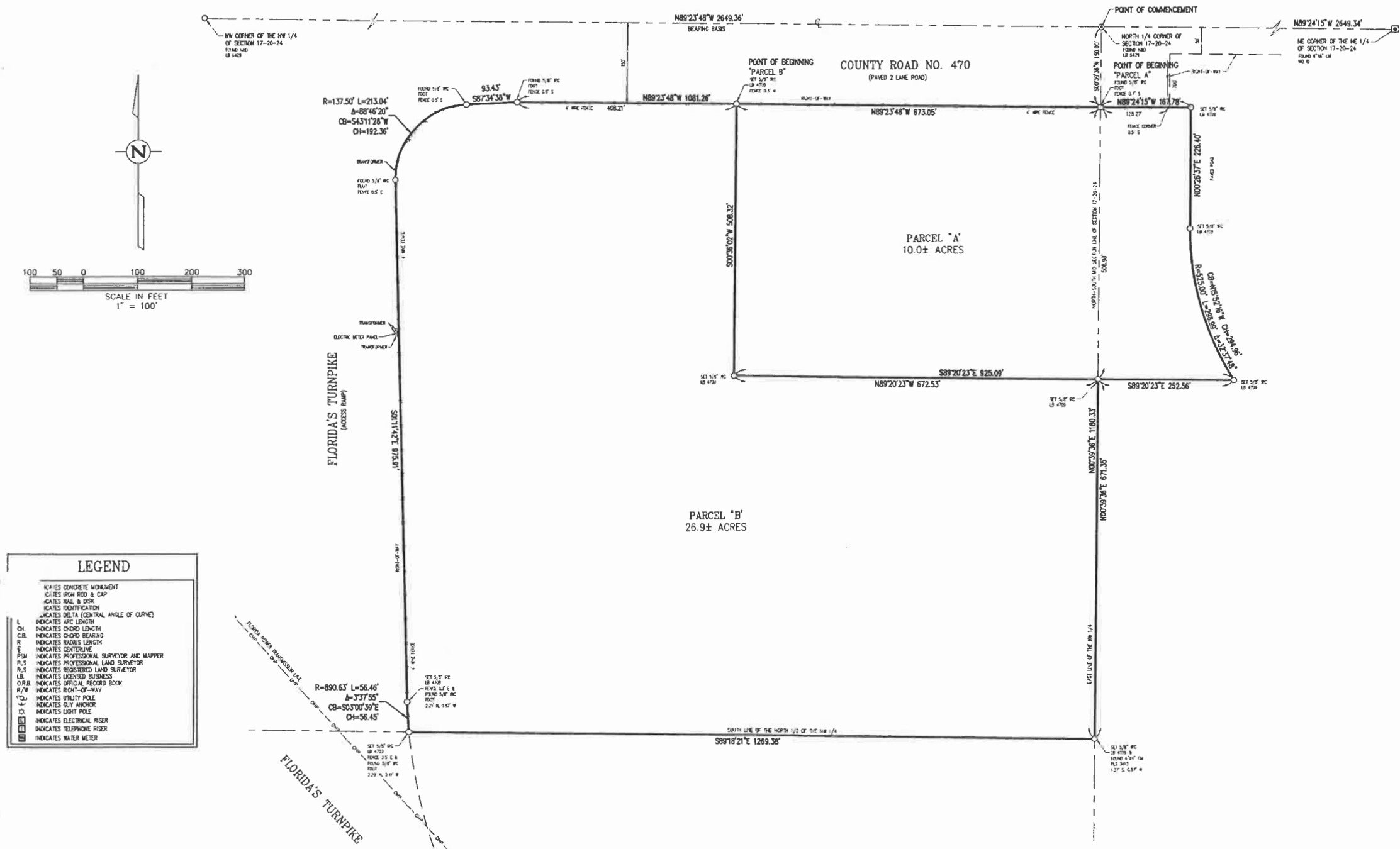
Seller: [Signature]
The City of Leesburg, Florida

Date: 1/24/17

Seller: _____

Date: _____

BOUNDARY SURVEY



LEGAL DESCRIPTION:

PARCEL "A"

THAT PART OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTH 1/4 CORNER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA AND RUN THENCE SOUTH 00°39'36" WEST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 150.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470 AS IT EXIST JANUARY 25, 2017 AND THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING RUN NORTH 89°23'48" WEST ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470, A DISTANCE OF 673.05 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE RUN SOUTH 00°36'02" WEST 508.32 FEET; THENCE SOUTH 89°20'23" EAST 925.09 FEET TO A POINT ON A CURVE CONCAVED NORTHEASTERLY AND HAVING A RADIUS OF 525.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°37'48", AN ARC LENGTH OF 298.99 FEET, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 15°52'16" WEST, 294.96 FEET, TO THE END OF SAID CURVE; THENCE NORTH 00°26'37" EAST 226.40 FEET; THENCE NORTH 89°24'15" WEST ALONG THE EASTERLY EXTENSION OF THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470 AND ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470, A DISTANCE OF 167.78 FEET TO THE POINT OF BEGINNING.
CONTAINING 10.0 ACRES.

PARCEL "B"

THAT PART OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTH 1/4 CORNER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA AND RUN THENCE SOUTH 00°39'36" WEST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 150.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470 AS IT EXIST JANUARY 25, 2017; THENCE NORTH 89°23'48" WEST ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470, A DISTANCE OF 673.05 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING CONTINUE NORTH 89°23'48" WEST ALONG SAID SOUTH RIGHT OF WAY LINE 408.21 FEET; THENCE SOUTH 87°34'38" WEST ALONG SAID SOUTH RIGHT OF WAY LINE 93.43 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE AND THE BEGINNING OF A CURVE CONCAVED SOUTHEASTERLY AND HAVING A RADIUS OF 137.50 FEET; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE THROUGH A CENTRAL ANGLE OF 88°46'20", AN ARC LENGTH OF 213.04 FEET, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 43°11'28" WEST, 192.36 FEET, TO THE END OF SAID CURVE; THENCE SOUTH 01°11'42" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE 975.91 FEET TO THE BEGINNING OF A CURVE CONCAVED EASTERLY AND HAVING A RADIUS OF 890.63 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 03°37'55", AN ARC LENGTH OF 56.46 FEET, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 03°00'39" EAST, 56.45 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE AFOREMENTIONED SECTION 17; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE RUN SOUTH 89°18'21" EAST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 A DISTANCE OF 1269.38 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE NORTH 00°39'36" EAST ALONG THE EAST LINE OF THE NORTHWEST 1/4 A DISTANCE OF 671.35 FEET; THENCE NORTH 89°20'23" WEST 672.53 FEET; THENCE NORTH 00°36'02" EAST 508.32 FEET TO THE POINT OF BEGINNING.
CONTAINING 26.9 ACRES.

NOTES

- THE SURVEY MAP OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- CERTIFICATION IS LIMITED TO PARTIES NAMED HEREON.
- THIS IS A BOUNDARY SURVEY ONLY.
- BEARINGS SHOWN HEREON ARE BASED ON FLORIDA STATE PLANE COORDINATE EAST ZONE AND REFERENCED TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA AS BEING NORTH 89°23'48" WEST.
- THE RIGHT OF WAY OF COUNTY ROAD NO. 470 AND FLORIDA'S TURNPIKE ADJACENT TO THIS SITE IS BASED ON LAKE COUNTY RIGHT OF WAY PLANS DATED FEBRUARY 28, 2008, COUNTY PROJECT NO. SD101003.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, RIGHTS OF WAY, OWNERSHIP OR OTHER MATTERS OF RECORD BY THIS FIRM.
- ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP OF LAKE COUNTY, FLORIDA, COMMUNITY PANEL NO. 120421-0120-0, DATED 12/18/2012, THE SUBJECT LOT LIES IN ZONES "1" AND "A".
- HORIZONTAL DATUM SHOWN HEREON IS IN U.S. FEET.

CERTIFIED TO:

CITY OF LEESBURG

1/25/17
DATE

GEORGE W. FARNER, JR., PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 4474

SHEET 1 OF 1		BOUNDARY SURVEY	
CLIENT: CITY OF LEESBURG		IN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.	
JOB NO. 160325	DATE 1/25/17	CITY OF LEESBURG	
DRAWN BY JH	CHECKED BY GWF	CR 470 & FLORIDA TURNPIKE	
ACAD FILE 160325 LEESBURG BND TOPO-LDWG	DATE		
REVISIONS			
		FARNER & BARLEY AND ASSOCIATES, INC.	
		ENGINEERS SURVEYORS PLANNERS LB 4709	

Exhibit "B"

INSTRUMENT #2019004486
OR BK 5222 PG 1759 - 1761 (3 PGS)
DATE: 1/10/2019 2:41:13 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES \$27.00 DEED DOC \$1227.10



Prepared by and return to:
Fred A. Morrison, Esq.
Attorney at Law
McLinBurnsed
1000 W. Main Street
Leesburg, FL 34748
352-787-1241
File Number: CL4036

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 3rd day of January, 2019 between The City of Leesburg, Florida, a Florida municipal corporation whose post office address is P.O. Box 490630, Leesburg, FL 34749-0630, grantor, and 470 Leesburg, LLC, a Florida limited liability company whose post office address is 1000 West Main Street, Leesburg, FL 34748, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lake County, Florida to-wit:

SEE ATTACHED EXHIBIT A

Parcel Identification Number: 172024 0002-000-00100

TOGETHER with statutory mineral reservations pursuant to Resolution No. 9940, recorded in Official Records Book 4895, Page 327, Public Records of Lake County, Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2018**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Victoria Parks
Witness Name: Victoria Parks

Lisa Robinson
Witness Name: Lisa Robinson

Victoria Parks
Witness Name: Victoria Parks

Lisa Robinson
Witness Name: Lisa Robinson

The City of Leesburg, Florida, a Florida municipal corporation

By: H. D. Robuck, III
H. D. Robuck, III, Mayor

By: Andi Purvis
Andi Purvis, City Clerk

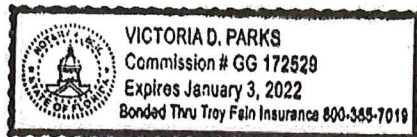
(Corporate Seal)



State of Florida
County of Lake

The foregoing instrument was acknowledged before me this 7th day of January, 2019 by H. D. Robuck, III, Mayor and Andi Purvis of The City of Leesburg, Florida, a Florida municipal corporation, on behalf of the corporation. They ☒ are personally known to me or ☐ have produced a driver's license as identification.

[Notary Seal]



Victoria D. Parks
Notary Public

Printed Name: Victoria D. Parks

My Commission Expires: 1/31/2022

EXHIBIT A

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, OF LAKE COUNTY, FLORIDA; THENCE RUN S00°39'37" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 150.50 FEET TO THE INTERSECTION OF SAID QUARTER SECTION LINE AND THE SOUTHERLY RIGHT OF WAY OF COUNTY ROAD 470 AS IT EXISTS IN SEPTEMBER OF 2016; THENCE RUN N89°36'42" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 673.37 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, RUN N89°36'42" WEST, A DISTANCE OF 501.21 FEET TO A POINT OF CURVATURE OF THE EASTERLY RIGHT OF WAY OF THE FLORIDA TURNPIKE, THE CURVE OF SAID TURNPIKE RIGHT OF WAY HAVING AN ARC LENGTH OF 213.14 FEET, A RADIUS OF 137.26 FEET, AND A DELTA ANGLE OF 88°58'18"; THENCE RUN WITH THE CHORD BEARING OF SAID CURVE S43°11'28" WEST, A CHORD DISTANCE OF 192.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE ALONG SAID EASTERLY TURNPIKE RIGHT OF WAY, RUN S01°17'14" EAST, A DISTANCE OF 1032.46 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN S89°18'03" EAST, A DISTANCE OF 1268.91 FEET; THENCE RUN N00°41'57" EAST, A DISTANCE OF 671.59 FEET; THENCE RUN N89°32'21" WEST, A DISTANCE OF 670.93 FEET; THENCE RUN N00°23'08" EAST, A DISTANCE OF 508.57 FEET TO THE POINT OF BEGINNING.

EXHIBIT "D"

This instrument prepared by
And after recording return to:

Matthew D. Foley, Esquire
SHUTTS & BOWEN LLP
300 South Orange Avenue, Suite 1600
Orlando, Florida 32801
Telephone: (407) 423-3200

CORRECTIVE WARRANTY DEED

THIS CORRECTIVE WARRANTY DEED is made as of this ____ day of July, 2025 by **THE CITY OF LEESBURG, FLORIDA**, a Florida municipal corporation, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630 (hereinafter called the "**Grantor**"), to **470 LEESBURG, LLC**, a Florida limited liability company, whose mailing address is 26736 U.S. Highway 27, Suite 202, Leesburg, Florida 34748-1334 (hereinafter called the "**Grantee**").

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in Lake County, Florida, being more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference.

TOGETHER WITH all of the improvements, tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the Property in fee simple forever.

AND, said Grantor does, for itself, its successors and assigns, covenant with said Grantee, its successors and assigns, that it is lawfully seized in fee simple of said premises, that it has a good right to sell and convey the same as aforesaid, and that, subject to all covenants, conditions, restrictions and other matters of record (provided, however, that mention thereof shall not serve to reimpose same) and all taxes accruing subsequent to December 31, 2025, Grantor will warrant and defend the title to the Property to Grantee and Grantee's successors and assigns forever.

[SIGNATURE CONTAINED ON THE FOLLOWING PAGE]

[NOTE TO CLERK: This Corrective Warranty Deed is being recorded in order correct the legal description contained in that certain Warranty Deed recorded January 10, 2019 in Official Records Book 5222, Page 1759, in the Public Records of Lake County, Florida.]

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

THE CITY OF LEESBURG, FLORIDA,
a Florida municipal corporation

Print Name:_____

Address:_____

By:_____

Name:_____

Title:_____

Print Name:_____

Address:_____

STATE OF FLORIDA)

)

COUNTY OF LAKE)

The foregoing instrument was sworn to, subscribed and acknowledged before me this _____ day of July, 2025, by _____, the _____ of **THE CITY OF LEESBURG, FLORIDA**, a Florida municipal corporation, on behalf of the corporation. He/She appeared before me by means of: [_____] online notarization, or [_____] physical presence and is [_____] personally known to me, or [_____] has produced _____ as identification.

(Signature of Notary Public)

Print Name:_____

Notary Public, State of Florida

Commission No.:_____

My Commission Expires:_____

EXHIBIT "A"

LEGAL DESCRIPTION

THAT PART OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA AND RUN THENCE SOUTH 00°39'36" WEST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 150.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470 AS IT EXIST JANUARY 25, 2017; THENCE NORTH 89°23'48" WEST ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470, A DISTANCE OF 673.05 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING CONTINUE NORTH 89°23'48" WEST ALONG SAID SOUTH RIGHT OF WAY LINE 408.21 FEET; THENCE SOUTH 87°34'38" WEST ALONG SAID SOUTH RIGHT OF WAY LINE 93.43 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE AND THE BEGINNING OF A CURVE CONCAVED SOUTHEASTERLY AND HAVING A RADIUS OF 137.50 FEET; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE THROUGH A CENTRAL ANGLE OF 88°46'20", AN ARC LENGTH OF 213.04 FEET, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 43°11'28" WEST, 192.36 FEET, TO THE END OF SAID CURVE; THENCE SOUTH 01°11'42" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE 975.91 FEET TO THE BEGINNING OF A CURVE CONCAVED EASTERLY AND HAVING A RADIUS OF 890.63 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 03°37'55", AN ARC LENGTH OF 56.46 FEET, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 03°00'39" EAST, 56.45 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE AFOREMENTIONED SECTION 17; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE RUN SOUTH 89°18'21" EAST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 A DISTANCE OF 1269.38 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE NORTH 00°39'36" EAST ALONG THE EAST LINE OF THE NORTHWEST 1/4 A DISTANCE OF 671.35 FEET; THENCE NORTH 89°20'23" WEST 672.53 FEET; THENCE NORTH 00°36'02" EAST 508.32 FEET TO THE POINT OF BEGINNING.

This instrument prepared by
And after recording return to:

Matthew D. Foley, Esquire
SHUTTS & BOWEN LLP
300 South Orange Avenue, Suite 1600
Orlando, Florida 32801
Telephone: (407) 423-3200

CORRECTIVE WARRANTY DEED

THIS CORRECTIVE WARRANTY DEED is made as of this ____ day of July, 2025 by **THE CITY OF LEESBURG, FLORIDA**, a Florida municipal corporation, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630 (hereinafter called the “**Grantor**”), to **470 LEESBURG, LLC**, a Florida limited liability company, whose mailing address is 26736 U.S. Highway 27, Suite 202, Leesburg, Florida 34748-1334 (hereinafter called the “**Grantee**”).

W I T N E S S E T H:

THAT the Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in Lake County, Florida, being more particularly described on **Exhibit “A”** attached hereto and incorporated herein by this reference.

TOGETHER WITH all of the improvements, tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the Property in fee simple forever.

AND, said Grantor does, for itself, its successors and assigns, covenant with said Grantee, its successors and assigns, that it is lawfully seized in fee simple of said premises, that it has a good right to sell and convey the same as aforesaid, and that, subject to all covenants, conditions, restrictions and other matters of record (provided, however, that mention thereof shall not serve to reimpose same) and all taxes accruing subsequent to December 31, 2025, Grantor will warrant and defend the title to the Property to Grantee and Grantee’s successors and assigns forever.

[SIGNATURE CONTAINED ON THE FOLLOWING PAGE]

[NOTE TO CLERK: This Corrective Warranty Deed is being recorded in order correct the legal description contained in that certain Warranty Deed recorded January 10, 2019 in Official Records Book 5222, Page 1759, in the Public Records of Lake County, Florida.]

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

THE CITY OF LEESBURG, FLORIDA,
a Florida municipal corporation

Print Name:_____

Address:_____

By:_____

Name:_____

Title:_____

Print Name:_____

Address:_____

STATE OF FLORIDA)

)

COUNTY OF LAKE)

The foregoing instrument was sworn to, subscribed and acknowledged before me this _____ day of July, 2025, by _____, the _____ of **THE CITY OF LEESBURG, FLORIDA**, a Florida municipal corporation, on behalf of the corporation. He/She appeared before me by means of: [_____] online notarization, or [_____] physical presence and is [_____] personally known to me, or [_____] has produced _____ as identification.

(Signature of Notary Public)

Print Name:_____

Notary Public, State of Florida

Commission No.:_____

My Commission Expires:_____

EXHIBIT "A"

LEGAL DESCRIPTION

THAT PART OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA AND RUN THENCE SOUTH 00°39'36" WEST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 150.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470 AS IT EXIST JANUARY 25, 2017; THENCE NORTH 89°23'48" WEST ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470, A DISTANCE OF 673.05 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING CONTINUE NORTH 89°23'48" WEST ALONG SAID SOUTH RIGHT OF WAY LINE 408.21 FEET; THENCE SOUTH 87°34'38" WEST ALONG SAID SOUTH RIGHT OF WAY LINE 93.43 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE AND THE BEGINNING OF A CURVE CONCAVED SOUTHEASTERLY AND HAVING A RADIUS OF 137.50 FEET; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE THROUGH A CENTRAL ANGLE OF 88°46'20", AN ARC LENGTH OF 213.04 FEET, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 43°11'28" WEST, 192.36 FEET, TO THE END OF SAID CURVE; THENCE SOUTH 01°11'42" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE 975.91 FEET TO THE BEGINNING OF A CURVE CONCAVED EASTERLY AND HAVING A RADIUS OF 890.63 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 03°37'55", AN ARC LENGTH OF 56.46 FEET, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 03°00'39" EAST, 56.45 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE AFOREMENTIONED SECTION 17; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE RUN SOUTH 89°18'21" EAST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 A DISTANCE OF 1269.38 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE NORTH 00°39'36" EAST ALONG THE EAST LINE OF THE NORTHWEST 1/4 A DISTANCE OF 671.35 FEET; THENCE NORTH 89°20'23" WEST 672.53 FEET; THENCE NORTH 00°36'02" EAST 508.32 FEET TO THE POINT OF BEGINNING.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: July 14, 2025

From: Dan Miller, (Planning and Zoning Director), Max Vanallen, (Planner)

Subject: An Ordinance of the City of Leesburg, Florida, adding a PDO (Planned Development Overlay) to the C-3 (Highway Commercial) Zoning on approximately 0.81 +/- acres to allow for outdoor storage uses for a property generally located west of Richey Road and south of W Main Street, lying in Section 28, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Richey Road PDO)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to add a PDO (Planned Development Overlay) to the C-3 (Highway Commercial) Zoning to allow for outdoor storage uses.

Analysis:

The project site is approximately 0.81 +/- acres, and is generally located west of Richey Road and south of W Main Street as shown on the attached maps. At this time, the property is undeveloped. The proposal will continue allow uses under the C-3 (Highway Commercial) Zoning as well as permit outdoor storage uses, including the storage of boats, vehicles, and RVs. The existing land uses surrounding the property are commercial, warehouse, residential, pasture improved hay acreage, and office. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on April 24, 2025, and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed PDO (Planned Development Overlay), as conditioned; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future use of 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, ADDING A PDO (PLANNED DEVELOPMENT OVERLAY) TO THE C-3 (HIGHWAY COMMERCIAL) ZONING ON APPROXIMATELY 0.81 +/- ACRES TO ALLOW FOR OUTDOOR STORAGE USES FOR A PROPERTY GENERALLY LOCATED WEST OF RICHEY ROAD AND SOUTH OF W MAIN STREET, LYING IN SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (RICHEY ROAD PDO)

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

Section 1.

Based upon the petition of Chris Kelley, Manager, Kelley Holdings LLC (Petitioner) of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, hereby adding a PDO (Planned Development Overlay) to the C-3 (Highway Commercial) 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 14th day of July 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

***Richey Road Storage EXCERPT OF CHANGES to Planned Development
Overlay – PUD-25-1210 – July 14, 2025 City Commission Meeting***

3. LAND USES

The above-described property shall be used for the C-3 (Highway Commercial) uses with a PDO (Planned Development Overlay) as limited herein, and pursuant to City of Leesburg development codes and standards.

A. Uses

- 1) Uses shall be those listed as permitted uses in this document and shall occupy the approximate area within the property boundaries, as shown on the Survey, Exhibit C.
- 2) Permitted uses:
 - a. **Primary Uses:**
 - i. Uses which are permitted within the C-3 (Highway Commercial) Zoning District, **including warehouse uses**
 - ii. Outdoor storage of **licensed and registered work vehicles and equipment, such as skid steers**
 - iii. **Outdoor storage of materials, such as pipes, hoses, etc.**
 - b. **Accessory Uses:**
 - i. **Accessory vehicle storage, such as RVs, boats, other licensed and registered vehicles, excluding semi-trucks**
 - ii. Accessory structures, such as shade structures, subject to requirements under City of Leesburg Code of Ordinances, Section 25-292 (2) *Accessory and temporary structures: minimum yard regulations.*
 - c. 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.
- 3) Uses prohibited shall be as follows:
 - a. All other uses not specifically approved herein or under the C-3 (Highway Commercial) zoning district.
 - b. On-site retail and sales, including of vehicles
 - c. **Outdoor storage of semi-trucks**
 - d. **Outdoor maintenance of vehicles**
 - e. Any other uses which are considered to adversely impact the adjoining properties due to traffic, noise, dust, etc.

5. DEVELOPMENT STANDARDS AND OPERATIONS

- A. The property shall be fenced with **an 8-foot fence**, which shall be opaque adjacent to Richey Road and any residential uses directly abutting the subject property.
- a. Barbed wire is permitted provided the height of the fence, including the maximum three (3) strands of barbed wire at the top, do not exceed eight (8) feet in height.

Richey Road Storage
PLANNED DEVELOPMENT OVERLAY ZONING
In a C-3 (Highway Commercial) Zoning District
April 24, 2025

These Planned Development Conditions for a PDO (Planned Development Overlay) District are granted by the City of Leesburg, Florida to **Chris Kelley, Kelley Holdings LLC**, whose address is **4525 Myrtle Street, Edgewater, FL 32141, "Permittee"** for the purposes, terms and conditions set forth herein pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 *Planned Development Process* of the City of Leesburg Code of Ordinances, as amended.

PURPOSE

The purpose of this document is to provide appropriate zoning standards to maintain a high-quality built environment through the application of flexible and diversified land use and development requirements.

BACKGROUND

The "Permittee" has submitted an application to request a PDO (Planned Development Overlay) zoning district on an approximately 0.81-acre site within the City of Leesburg in accordance with their Planned Development Overlay application and supplemental information. The property is currently zoned C-3 (Highway Commercial), with a Future Land Use designation of City General Commercial. The site is currently undeveloped. The purpose is to utilize the property for outdoor storage uses.

REQUEST

1. Add a Planned Development Overlay (PDO) to the C-3 (Highway Commercial) zoning to allow outdoor storage uses.
2. A waiver from Section 25-282(a)(1), PDO 5-acre minimum requirement.

1. PERMISSION

Permission is hereby granted to the **Chris Kelley, Kelley Holdings LLC**, whose address is **4525 Myrtle Street, Edgewater, FL 32141, "Permittee"** to operate and maintain a PDO (Planned Development Overlay) in and on real property in the City of Leesburg, subject the conditions described in this document. The property is generally located west of Richey Road and south of W Main Street, and is more particularly described as shown in the attached legal description below.

2. LEGAL DESCRIPTION

See attached legal Exhibit "B"

3. LAND USES

The above-described property shall be used for the C-3 (Highway Commercial) uses with a PDO (Planned Development Overlay) as limited herein, and pursuant to City of Leesburg development codes and standards.

A. Uses

- 1) Uses shall be those listed as permitted uses in this document and shall occupy the approximate area within the property boundaries, as shown on the Survey, Exhibit C.
- 2) Permitted uses:
 - a. Primary Uses:
 - i. Uses which are permitted within the C-3 (Highway Commercial) Zoning District, including warehouse uses
 - ii. Outdoor storage of licensed and registered work vehicles and equipment, such as skid steers
 - iii. Outdoor storage of materials, such as pipes, hoses, etc.
 - b. Accessory Uses:
 - i. Accessory vehicle storage, such as RVs, boats, other licensed and registered vehicles, excluding semi-trucks
 - ii. Accessory structures, such as shade structures, subject to requirements under City of Leesburg Code of Ordinances, Section 25-292 (2) *Accessory and temporary structures: minimum yard regulations*.
 - c. 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.
- 3) Uses prohibited shall be as follows:
 - a. All other uses not specifically approved herein or under the C-3 (Highway Commercial) zoning district.
 - b. On-site retail and sales, including of vehicles
 - c. Outdoor storage of semi-trucks
 - d. Outdoor maintenance of vehicles
 - e. Any other uses which are considered to adversely impact the adjoining properties due to traffic, noise, dust, etc.

4. SITE ACCESS

- A. Access shall be maintained and shall be subject to permitting through the City of Leesburg, Lake County or the Florida Department of Transportation as required by law.

5. DEVELOPMENT STANDARDS AND OPERATIONS

- A. The minimum development standards, including, but not limited to, setbacks, maximum building height, impervious surface, open space, and parking requirements shall be those required for the C-3 (Highway Commercial) zoning district except as amended by these conditions, which may limit the permitted uses based on site plan and parking requirements.
- B. The property shall be fenced with an 8-foot fence, which shall be opaque adjacent to Richey Road and any residential uses directly abutting the subject property.
 - a. Barbed wire is permitted provided the height of the fence, including the maximum three (3) strands of barbed wire at the top, do not exceed eight (8) feet in height.
- C. Section 25-292 (2) *Accessory and temporary structures: minimum yard regulations*.
 - a. Except as provided in this section, unattached accessory or temporary structures such as

tube and canvas structures, vendor trailers and vehicles etc. shall not project or be placed into the required front yard(s) in front of the principal structure or encroach into easements, parking areas, drive aisles, buffer areas or other required site plan areas except as permitted in section 25-292(18). Cabanas, outdoor shelters, sheds, work shops and other enclosed and temporary structures may be constructed in a required rear yard. Accessory structures, which are not attached to a principal structure, may be erected in accordance with the following requirements:

1. An accessory building not exceeding twelve (12) feet in height may occupy not more than thirty (30) percent of a required rear yard.
 2. An accessory building exceeding twelve (12) feet in height may be permitted where an additional two (2) feet of setback is provided for every additional foot of height above twelve (12) feet to a maximum of the height of the principal structure or the height allowed in the district where located, whichever is less.
 3. No accessory structure shall be located within five (5) feet of side or rear property lines.
 4. No accessory structure shall be located closer to the street than the front yard setback required for a principal structure in the district in which such accessory structure may be located.
 5. Corner lots shall be considered to have two (2) front yards.
 6. Vehicles including tractor trailers, shipping containers, manufactured housing and mobile homes, shall not be used as permanent storage buildings, utility buildings, or other such uses.
- b. When an accessory structure is attached to the principal building, it shall comply in all respects with the yard requirements applicable to the principal building.
- c. Tube and canvas structures shall be prohibited in the front and side yards of all districts except for the industrial district where screening from the public right-of-way and adjacent residential properties shall be required. Existing approved tube and canvas structures permitted prior to December 12, 2011 shall comply with all provisions of this chapter by June 1, 2013.

- D. All signs placed or constructed on the property shall comply with *Article VI- Sign Regulations, Section 25-424 City of Leesburg Code of Ordinances*, as amended.

6. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in these approved Planned Development Overlay Conditions, or as set forth in the underlying zoning district. Any other proposed use must be specifically authorized through rezoning the property, or 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 Code of Ordinances.
- C. Construction and operation of the proposed use(s) shall at all times comply with City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in this 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 this agreement as established herein and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.

- E. These Planned Development Overlay Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition herein set out.
- F. The granting of this Planned Development Overlay does not exempt the applicant from any other applicable regulations of the City of Leesburg and other governmental agencies and assessment of impact fees as required by ordinance.

LEGAL DESCRIPTION

EXHIBIT B

Parcel ID Altkeys: 3933636

LEGAL DESCRIPTION:

A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/2 OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, RUN NORTH 89°48'05" WEST, FOR A DISTANCE OF 20.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF RICHEY ROAD; THENCE RUN NORTH 00°25'10" EAST ALONG SAID RIGHT OF WAY LINE, FOR A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING.

THENCE RUN NORTH 89°48'05" WEST, FOR A DISTANCE OF 341.00 FEET; THENCE RUN NORTH 00°25'10" EAST, FOR A DISTANCE OF 104.03 FEET; THENCE RUN SOUTH 89°48'05" EAST, FOR A DISTANCE OF 341.00 FEET, TO A POINT ON THE WEST RIGHT OF WAY LINE OF RICHEY ROAD; THENCE RUN SOUTH 00°25'10" WEST, ALONG SAID RIGHT OF WAY LINE, FOR A DISTANCE OF 104.03 FEET, TO THE POINT OF BEGINNING.

SURVEY

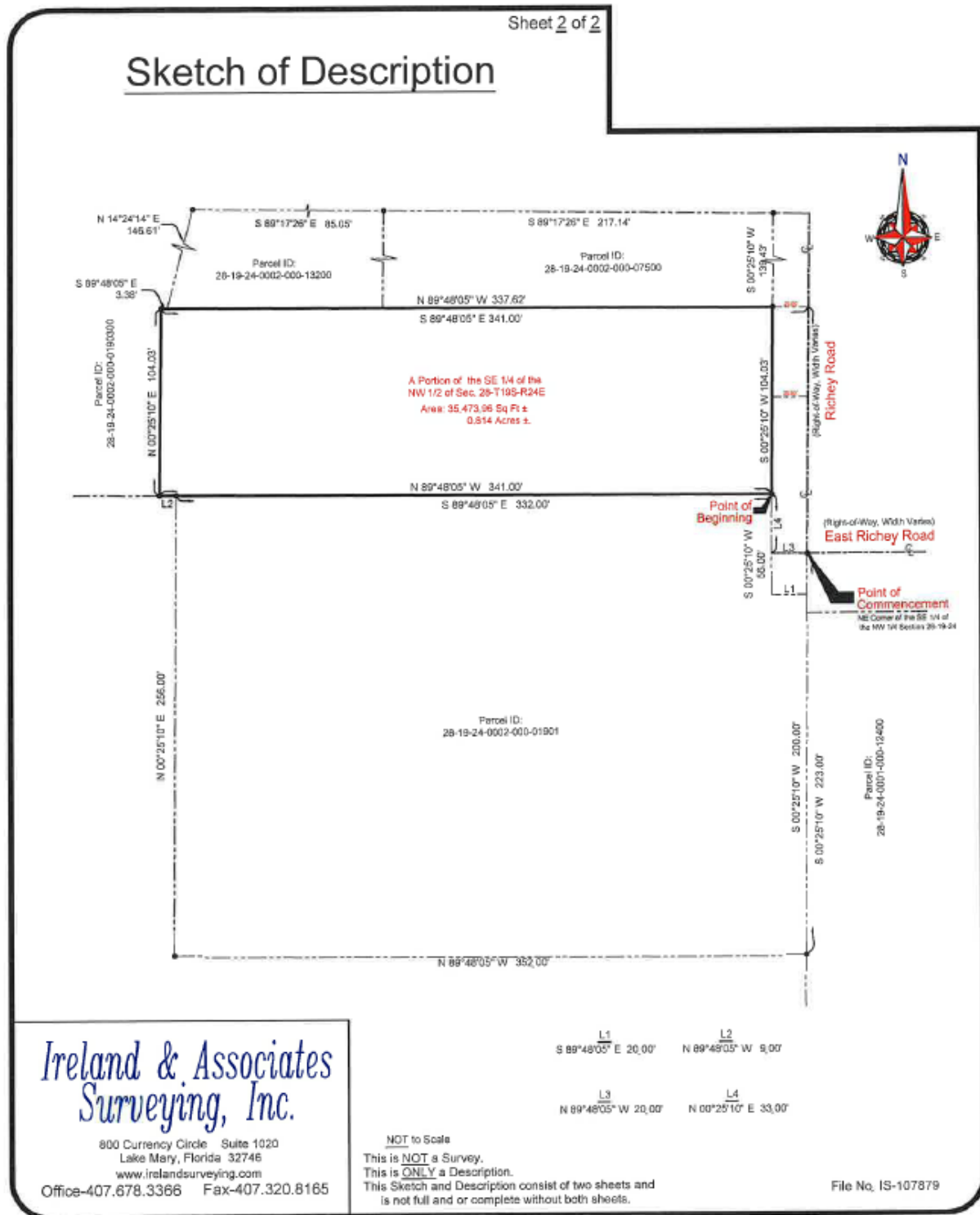


EXHIBIT "A"

A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/2 OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, RUN NORTH 89°48'05" WEST, FOR A DISTANCE OF 20.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF RICHEY ROAD; THENCE RUN NORTH 00°25'10" EAST ALONG SAID RIGHT OF WAY LINE, FOR A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING.

THENCE RUN NORTH 89°48'05" WEST, FOR A DISTANCE OF 341.00 FEET; THENCE RUN NORTH 00°25'10" EAST, FOR A DISTANCE OF 104.03 FEET; THENCE RUN SOUTH 89°48'05" EAST, FOR A DISTANCE OF 341.00 FEET, TO A POINT ON THE WEST RIGHT OF WAY LINE OF RICHEY ROAD; THENCE RUN SOUTH 00°25'10" WEST, ALONG SAID RIGHT OF WAY LINE, FOR A DISTANCE OF 104.03 FEET, TO THE POINT OF BEGINNING.



CITY OF LEESBURG PLANNING & ZONING DEPARTMENT RECOMMENDATIONS

DATE: April 24, 2025
OWNER: Kelley Holdings LLC
PETITIONER: Chris Kelley
PROJECT: Richey Road Storage
CASE NO.: PUD-25-1210

REQUEST

1. Add a Planned Development Overlay (PDO) to the C-3 (Highway Commercial) zoning to allow outdoor storage of vehicles, including boats and RVs.
2. A waiver from Section 25-282(a)(1), PDO 5-acre minimum requirement.

BACKGROUND

Based on the surrounding existing City zoning, rezoning the subject property to C-3 (Highway Commercial), with a Planned Development Overlay for outdoor storage use, is the most appropriate action for the requested uses. Any other straight zoning designation would constitute a spot zoning, and therefore be in conflict with the City's Comprehensive Plan. Rezoning to M-1 (Industrial) zoning to permit the outdoor storage uses, would also permit more intense uses, which would be potentially incompatible with the existing surrounding land uses.

The requested underlying C-3 (Highway Commercial) zoning district uses shall remain to allow both the above outdoor storage uses, and uses permitted by right under the C-3 Zoning.

Thus, in determining a solution to the use of the property in a manner consistent with the area, staff determined that the use of a Planned Development Overlay (PDO) would allow an appropriate use of the currently undeveloped land, and maintain compatibility with the underlying zoning and Sec. 25-269 (2) of the City's Code.

THE PLANNING & ZONING DEPARTMENT RECOMMENDS:

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

1. The proposed request on the subject property for the addition of a Planned Development Overlay, is compatible with the proposed zoning district of C-3 (Highway Commercial) and the surrounding zoning districts including Lake County R-6 (Urban Residential); City of Leesburg C-3 (Highway Commercial), and CIP (Commercial Industrial Planned).
2. The proposed Future Land Use designation of City General Commercial is compatible with the proposed request for the addition of a Planned Development Overlay, and is with the current surrounding Future Land Use designations, including Lake County Lake County Urban Medium Density; and City of Leesburg General Commercial.
3. The addition of the proposed Planned Development Overlay will allow for outdoor storage uses compatible with the surrounding land uses of the surrounding properties, as conditioned,

without violating and Sec. 25-269 (2) of the City's Code.

4. The proposed request does not appear to create a detriment to surrounding properties, as conditioned, based on the location and proximity to compatible development, and is consistent with the City of Leesburg Comprehensive Plan, Future Land Use Element, Goal 1, Objective 1.8, by considering adjacent land uses.

Action Requested:

1. Vote to **approve** the addition of a Planned Development Overlay on a C-3 (Highway Commercial) zoning, and forward this recommendation to the City Commission for consideration.

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

DATE: April 24, 2025

OWNER: Kelley Holdings LLC

PETITIONER: Chris Kelley

PROJECT: Richey Road Storage

REQUEST: Small-scale Comprehensive Plan amendment to General Commercial and Rezoning to City C-3 (Highway Commercial), with a Planned Development Overlay to allow outdoor storage of vehicles, including boats and RVs.

CASE NO.: (ANNX-25-1207); SSCP-25-1208; RZ-25-1209; PUD-25-1210

GENERAL LOCATION: West of Richey Road and South of W Main Street.

FUTURE LAND USE DESIGNATION: Lake County Urban Medium

SURROUNDING FUTURE LAND USE DESIGNATION:

North – City of Leesburg General Commercial
South – Lake County Urban Medium Density
East – City of Leesburg General Commercial
West – City of Leesburg General Commercial

PROPOSED FUTURE LAND USE DESIGNATION: City General Commercial

EXISTING ZONING DESIGNATION: Lake County R-6 (Urban Residential)

SURROUNDING ZONING DESIGNATIONS:

North – City of Leesburg C-3 (Highway Commercial)
South – Lake County R-6 (Urban Residential)
East – City of Leesburg CIP (Commercial Industrial Planned)
West – City of Leesburg C-3 (Highway Commercial)

PROPOSED ZONING DESIGNATION: City C-3 (Highway Commercial)

PROPOSED ACTION: Planned Development Overlay to allow outdoor storage uses.

EXISTING LAND USE: Undeveloped, no structures.

SURROUNDING LAND USE:

North – Commercial; Warehouse
South – Residential; Pasture improved Hay Acreage
East – Office
West – Commercial

PROPOSED LAND USE: Outdoor storage of vehicles, including boats and RVs.

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

DATE: April 24, 2025
OWNER: Kelley Holdings LLC
PETITIONER: Chris Kelley
PROJECT: Richey Road Storage
REQUEST: Small-scale Comprehensive Plan amendment to General Commercial and Rezoning to City C-3 (Highway Commercial), with a Planned Development Overlay to allow outdoor storage of vehicles, including boats and RVs.
CASE NO.: (ANNX-25-1207); SSCP-25-1208; RZ-25-1209; PUD-25-1210

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 4/18/2025.

FIRE

In reference to Case Number SSCP-25-1208; RZ-25-1209; PUD-25-1210

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number SSCP-25-1208; RZ-25-1209; PUD-25-1210 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.

4.1.2.1

The fire department shall establish the following performance objectives for the first-due response zones that are identified by the AHJ:

- (1) Alarm handling time completion in accordance with 4.1.2.3
- (2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
- (3)* 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
- (4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
- (5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
- (8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or basic life support (BLS) unit arrived in 240 seconds or less travel time

- Captain Amanda Stevenson, 4/21/2025

ELECTRIC

Leesburg Electric has no objections. – Steve Davis, 4/7/2025

GAS

No comments received as of 4/18/2025.

GIS/ADDRESSING:

GIS has no comments. – Aidan Holmes, 4/4/2025

BUILDING

No comments received as of 4/18/2025.

PUBLIC WORKS

Public Works has no issues with this request. – Cliff Kelsey, 4/4/2025

HOUSING & REDEVELOPMENT

No comments received as of 4/18/2025.

LAKE COUNTY PUBLIC WORKS

I have no comment at this time and will defer review to future site plan. Richey Road is a county maintained paved road and any work along it will require permitting from Lake County Public Works Department. – Seth Lynch, 4/4/2025

LAKE COUNTY SCHOOLS

No comments on this non-residential project. – Heather Croney, 4/4/2025

PUBLIC RESPONSES

Approval

Approval with Requested Conditions

1

Disapproval

No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL)

PUBLIC COMMENTS (APPROVAL WITH REQUESTED CONDITIONS)

“Hello, my name is John Goodwin and I own the Urban Residential property which immediately abuts the property seeking the amendment.

I spoke with Chris Kelly when he purchased the property of my concern of seeing equipment or work vehicles

from my home located at 305 Richey Road that faces said property. When he purchased the property he installed a 6 ft vinyl fence and promised that there would be no lighting facing my property. All has been well since that point with no issues and he's been a good neighbor.

I am concerned in this current future land use amendment that Chris is wanting to store larger vehicle's such as RV's and boats and other equipment which in my opinion would be easily seen over a 6 foot fence. To not have my objection to this request I would like that there be a requirement to construct an 10ft vinyl fence in place of the current 6ft vinyl fence along the south property line (our shared property line). Also with some stipulation that any outside lighting must face away from my property and towards his as to not be obtrusive to my view.

Please confirm that you received my email and if you have further question feel free to contact me.

Sincerely,” -- John Goodwin, 4/11/2025

PUBLIC COMMENTS (DISAPPROVAL)

Extended Locator

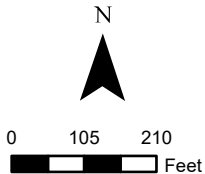


Legend

-  Parcels
-  Subject Property

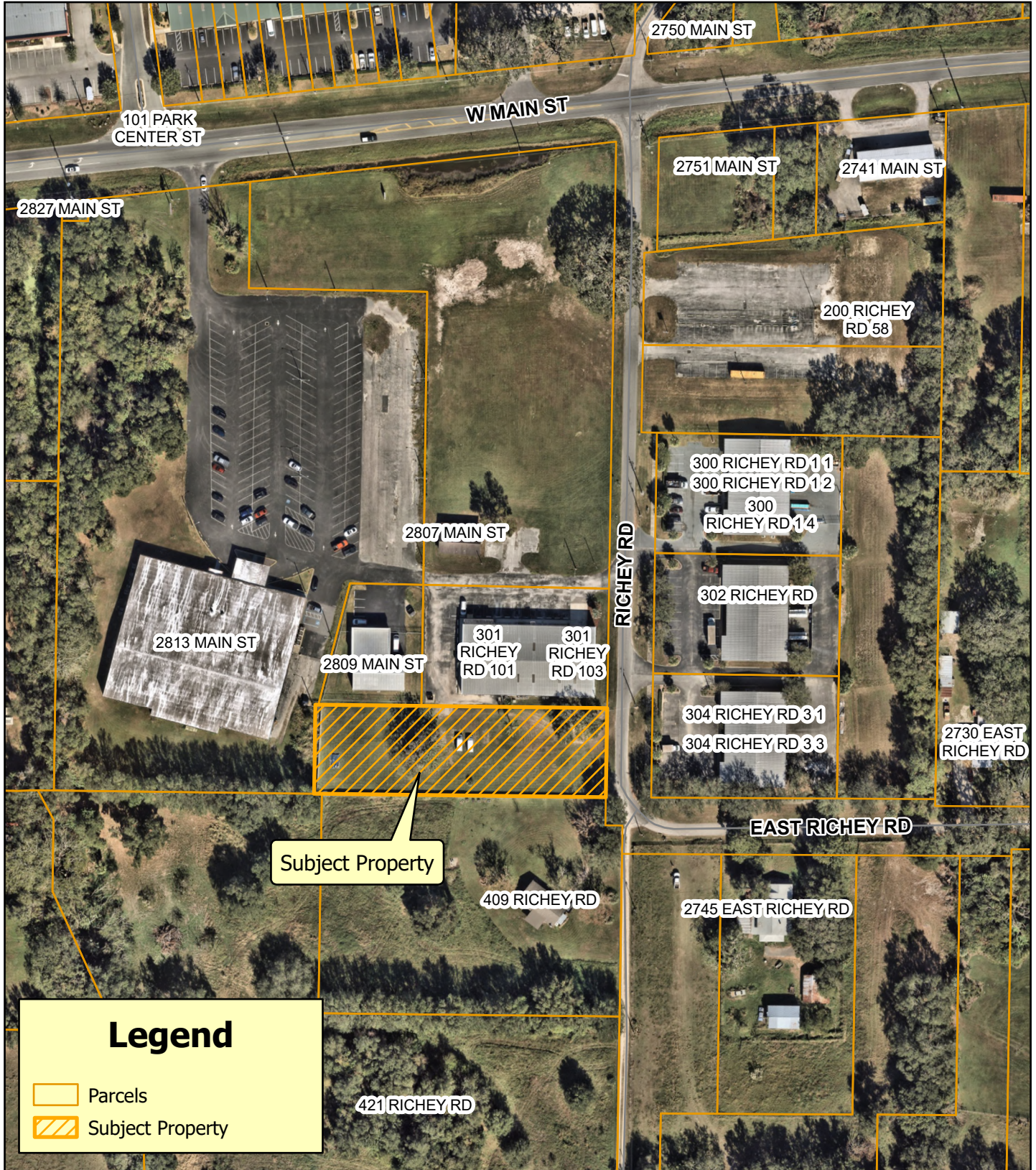


**Planning
& Zoning
Division**

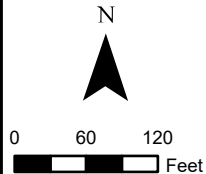


Richey Road Storage
ANNX-25-1207; SSCP-25-1208; RZ-25-1209; PUD-25-1210
AK # 3933636
Section 28, Township 19 South, Range 24 East
April 3, 2025

Aerial

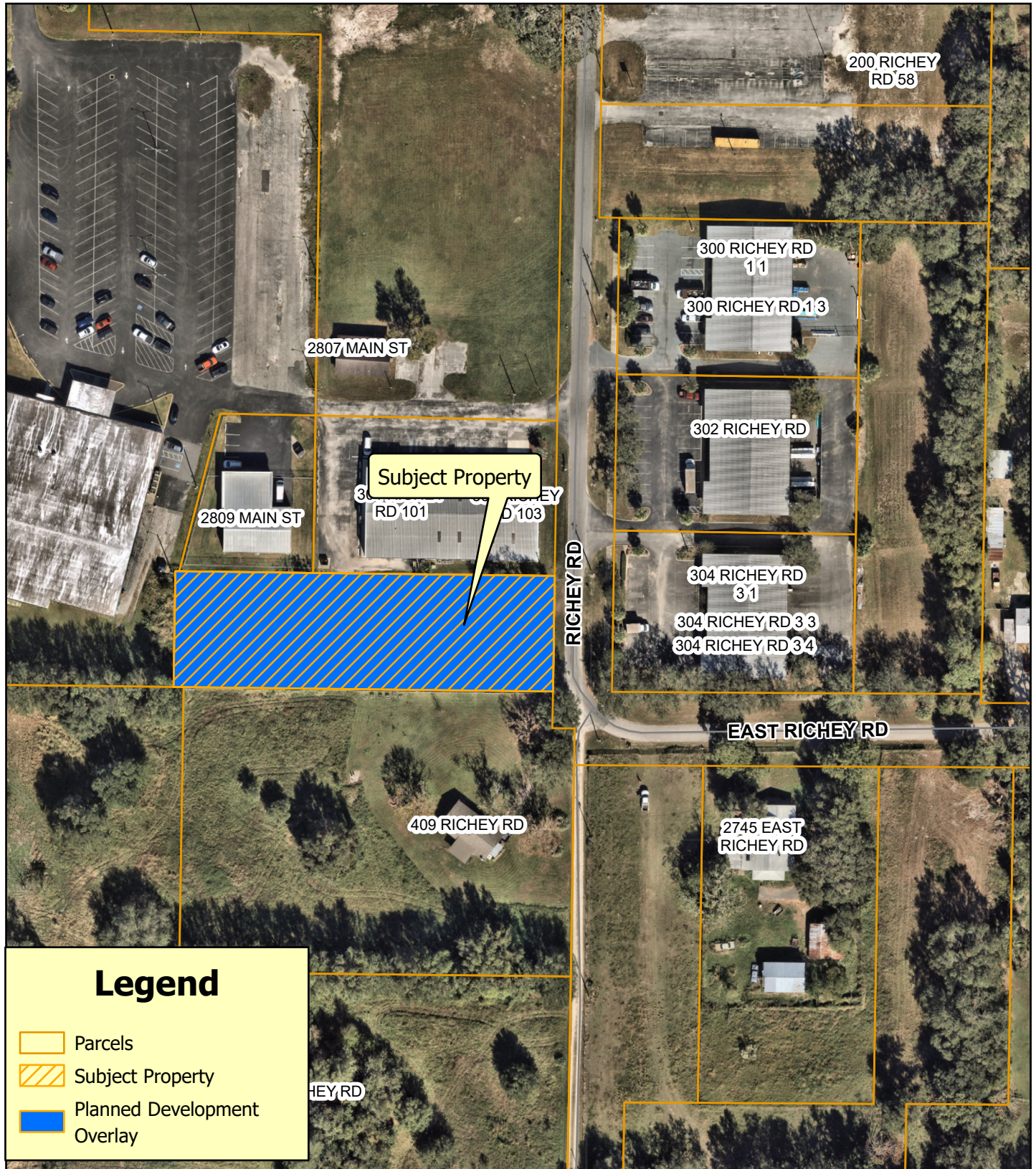


**Planning
& Zoning
Division**

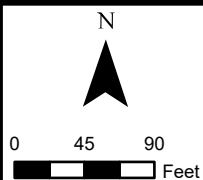


Richey Road Storage
ANNX-25-1207; SSCP-25-1208; RZ-25-1209; PUD-25-1210
AK # 3933636
Section 28, Township 19 South, Range 24 East
April 3, 2025

Proposed Action



Planning & Zoning Division

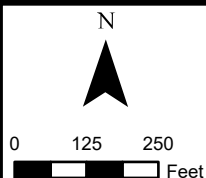


Richey Road Storage
ANNX-25-1207; SSCP-25-1208; RZ-25-1209; PUD-25-1210 AK # 3933636
Section 28, Township 19 South, Range 24 East
April 21, 2025

Surrounding Land Uses



**Planning
& Zoning
Division**



Richey Road Storage
 ANN-25-1207; SSCP-25-1208; RZ-25-1209; PUD-25-1210
 AK # 3933636
 Section 28, Township 19 South, Range 24 East
 April 3, 2025



Close up of Sign on Property from Richey Road.



Looking north along Richey Road.



Looking east across Richey Road.



Looking south along Richey Road.

*Richey Road Storage – (Annexation), Small Scale Comprehensive Plan Amendment, Rezoning, Planned Development Overlay
– (ANNX-25-1207); SSCP-25-1208; RZ-25-1209; PUD-25-1210*

Taken on 4/11/2025



Looking west from Richey Road into the Subject Property.



SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY HALL
THURSDAY, APRIL 24TH, 2025 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, April 24th, 2025, at City Hall.

Chairman 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
Ze’Shieca Carter
Stewart Kaplan
Ken Simeone

The following Commission member was absent:

Darin Akkerman

City staff that was present included Dan Miller, Planning & Zoning Director, Kandi Harper, Deputy Director, Dianne Yekel, Senior Planner, and Melissa Medders De Los Santos, 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.

Commissioner O'Kelley made a motion to APPROVE of case # CUP-25-505 – GULFSTREAM CORLEY ISLAND TOWER – CONDITIONAL USE PERMIT
Commissioner Bowersox SECONDED the motion.

The roll call vote was:

Commissioner Bowersox	Yes
Commissioner Sanders	Yes
Chairman Sennett	Yes
Commissioner Carter	Yes
Commissioner O'Kelley	Yes
Commissioner Kaplan	Yes
Commissioner Marshall	Yes

Seven yeas, no nays, the Planning Commission approved case # CUP-25-505 – GULFSTREAM CORLEY ISLAND TOWER – CONDITIONAL USE PERMIT.

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

3) PUBLIC HEARING CASE # SSCP-25-1208 – RICHEY ROAD STORAGE – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 0.81 +/- ACRES FROM LAKE COUNTY URBAN MEDIUM DENSITY TO CITY OF LEESBURG GENERAL COMMERCIAL FOR A PROPERTY GENERALLY LOCATED WEST OF RICHEY ROAD AND SOUTH OF W MAIN STREET, AS LEGALLY DESCRIBED IN SECTION 28, 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 12TH, 2025 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, JUNE 23RD, 2025)** (Richey Road Storage SSCP)

Chairman Sennett stated for the record to discuss all the cases together and vote separately.

Dan Miller introduced case number #SSCP-25-1208 – Richey Road Storage – Small Scale Comprehensive Plan Amendment, case number #RZ-25-1209 Rezoning, and case number #PUD-25-1210 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, and went over the PDO requirements.

Kandi Harper, Deputy Director 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, Lake County Public Works, and Lake County School Board, from the City Departments; no substantive comments from the City Departments. Lake County School Board stated commercial project so it is not subject to school board review. Lake County Public Works has no comments. Public responses – we received one approval with the comment (neighbor) as long as there is a requirement for a large fence along the southern border of the property 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 cases; Staff supports the cases; recommended approval.

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

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

Chairman Sennett called for a vote on the third case.

Commissioner Bowersox made a motion to APPROVE case # SSCP-25-1208 – RICHEY ROAD STORAGE – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT Commissioner Carter SECONDED the motion.

The roll call vote was:

Commissioner Marshall	Yes
Commissioner Carter	Yes
Chairman Sennett	Yes
Commissioner O'Kelley	Yes
Commissioner Sanders	Yes
Commissioner Bowersox	Yes
Commissioner Kaplan	Yes

Seven yeas, no nays, the Planning Commission approved case # SSCP-25-1208 – RICHEY ROAD STORAGE – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT.

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

4) PUBLIC HEARING CASE # RZ-25-1209 – RICHEY ROAD STORAGE – REZONING

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 0.81 +/- ACRES FROM LAKE COUNTY R-6 (URBAN RESIDENTIAL) TO CITY OF LEESBURG C-3 (HIGHWAY COMMERCIAL), FOR A PROPERTY GENERALLY LOCATED WEST OF RICHEY ROAD AND SOUTH OF W MAIN STREET, AS LEGALLY DESCRIBED IN SECTION 28, 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 12TH, 2025 AND SECOND READING IS TENTATIVELY SCHEDULED FOR**

MONDAY, JUNE 23RD, 2025) (Richey Road Storage RZ)

Chairman Sennett called for a vote on the fourth case.

Commissioner Bowersox made a motion to APPROVE case # RZ-25-1209 – RICHEY ROAD STORAGE – REZONING Commissioner Kaplan SECONDED the motion.

The roll call vote was:

Commissioner O’Kelley	Yes
Commissioner Kaplan	Yes
Commissioner Marshall	Yes
Commissioner Sanders	Yes
Commissioner Bowersox	Yes
Chairman Sennett	Yes
Commissioner Carter	Yes

Seven yeas, no nays, the Planning Commission approved case # RZ-25-1209 – RICHEY ROAD STORAGE – REZONING.

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

5) PUBLIC HEARING CASE # PUD-25-1210 – RICHEY ROAD STORAGE PDO – PLANNED DEVELOPMENT OVERLAY

A REQUEST FOR A PLANNED DEVELOPMENT OVERLAY FOR OUTDOOR STORAGE IN THE C-3 (HIGHWAY COMMERCIAL) ZONING DISTRICT ON 0.81 +/- ACRES FOR A PROPERTY GENERALLY LOCATED WEST OF RICHEY ROAD AND SOUTH OF W MAIN STREET, AS LEGALLY DESCRIBED IN SECTION 28, 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 12TH, 2025 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, JUNE 23RD, 2025)** (Richey Road Storage PDO)

Chairman Sennett called for a vote on the fifth case.

Commissioner Bowersox made a motion to APPROVE case # PUD-25-1210 – RICHEY ROAD STORAGE PDO – PLANNED DEVELOPMENT OVERLAY Vice-Chairman Sanders SECONDED the motion.

The roll call vote was:

Commissioner Carter	Yes
Commissioner Sanders	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 # PUD-25-1210 – RICHEY ROAD STORAGE PDO – PLANNED DEVELOPMENT OVERLAY.

ANNOUNCEMENTS

Dan Miller stated to the Commission that Bikefest starts today, and our office and City Hall will not be open; Vice-Chairman Sanders invited the Commission to stop by and visit him downtown for the festivities.

ADJOURNMENT

Meeting was adjourned at 7:12 p.m.

Timothy H. Sennett, Chairman

Sabrina Mitchell, Executive Assistant I

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: July 14, 2025

From: Al Minner, (City Manager)

Subject: An Ordinance of the City of Leesburg, Florida pursuant to Section 196.1978(3)(o), Florida Statutes, electing to not exempt property under Section 196.1978(3)(d)1.a., Florida Statutes, commonly known as the "Live Local Act Property Tax Exemption" for certain multifamily rental units; providing for findings; providing for opt-out; providing for applicability; providing for advertising and notice to the Property Appraiser; providing for no Waiver of Rights; providing for an effective date and expiration; providing for severability and conflicts; and providing for an effective date.

Staff Recommendation:

Approve the ordinance and set a public hearing and second reading.

Analysis:

This ordinance is intended to opt the City out of the Live Local Act tax exemption for the 2026 tax year.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

ORDINANCE 2025-_____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, PURSUANT TO SECTION 196.1978(3)(o), FLORIDA STATUTES, ELECTING TO NOT EXEMPT PROPERTY UNDER SECTION 196.1978(3)(d)1.a., FLORIDA STATUTES, COMMONLY KNOWN AS THE “LIVE LOCAL ACT PROPERTY TAX EXEMPTION” FOR CERTAIN MULTIFAMILY RENTAL UNITS; PROVIDING FOR FINDINGS; PROVIDING FOR OPT-OUT; PROVIDING FOR APPLICABILITY; PROVIDING FOR ADVERTISING AND NOTICE TO THE PROPERTY APPRAISER; PROVIDING FOR NO WAIVER OF RIGHTS; PROVIDING FOR AN EFFECTIVE DATE AND EXPIRATION; PROVIDING FOR SEVERABILITY AND CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 196.1978(3), Florida Statutes, known as the “Live Local Act Property Tax Exemption,” requires property appraisers to exempt qualifying multifamily rental units from ad valorem taxation under certain conditions; and

WHEREAS, Section 196.1978(3)(o), Florida Statutes, permits local taxing authorities to elect not to provide this exemption to units rented to households earning between 80% and 120% of the area median income (AMI), if the latest Shimberg Center for Housing Studies Annual Report shows a surplus of affordable and available units for that income range in the relevant region; and

WHEREAS, the City Commission of the City of Leesburg finds that the 2024 Shimberg Annual Report indicates that a surplus of affordable and available units exists in the Orlando-Kissimmee, Florida Metropolitan Statistical Area (MSA), which includes the City of Leesburg; and

WHEREAS, the City Commission determines that it is in the public interest to opt out of providing the property tax exemption for these units as permitted under state law.

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

Section 1. Recitals. The above recitals are true and correct and are hereby adopted as legislative findings of the City Commission.

Section 2. Opt-Out Election. Pursuant to Section 196.1978(3)(o), Florida Statutes, the City of Leesburg hereby elects not to exempt from ad valorem taxation any units that would

otherwise qualify under Section 196.1978(3)(d)1.a., Florida Statutes, for households earning between 80% and 120% of the AMI.

Section 3. Applicability. This Ordinance applies to all ad valorem tax levies imposed by the City of Leesburg.

Section 4. Notice to Property Appraiser. The City Clerk is directed to provide a copy of this Ordinance to the Lake County Property Appraiser no later than January 1, 2026, and to ensure it has been duly advertised pursuant to Section 50.011(1), Florida Statutes.

Section 5. No Waiver of Rights. The City of Leesburg reserves all rights to challenge the constitutionality or enforceability of the Live Local Act Property Tax Exemption and the methodology used in the Shimberg Annual Report, and this Ordinance shall not be construed as a waiver of such rights.

Section 6. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Ordinance.

Section 7. Conflicts. All ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 8. Effective Date. This Ordinance shall become effective on January 1, 2026, and shall expire on January 1, 2027, unless renewed in accordance with law.

PASSED AND ORDAINED this a two-thirds majority vote of the City Commission of the City of Leesburg, Florida, this _____ day of _____ 2025.

CITY OF LEESBURG, FLORIDA

Alan Reisman, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

William Grant Watson, City Attorney

Business Impact Estimate

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. This Business Impact Estimate may be revised following its initial posting.

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, PURSUANT TO SECTION 196.1978(3)(o), FLORIDA STATUTES, ELECTING TO NOT EXEMPT PROPERTY UNDER SECTION 196.1978(3)(d)1.a., FLORIDA STATUTES, COMMONLY KNOWN AS THE “LIVE LOCAL ACT PROPERTY TAX EXEMPTION” FOR CERTAIN MULTIFAMILY RENTAL UNITS; PROVIDING FOR FINDINGS; PROVIDING FOR OPT-OUT; PROVIDING FOR APPLICABILITY; PROVIDING FOR ADVERTISING AND NOTICE TO THE PROPERTY APPRAISER; PROVIDING FOR NO WAIVER OF RIGHTS; PROVIDING FOR AN EFFECTIVE DATE AND EXPIRATION; PROVIDING FOR SEVERABILITY AND CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

This ordinance exercises the City's authority under Section 196.1978(3)(o), Florida Statutes, to opt out of granting a property tax exemption to multifamily rental units rented to households earning between 80% and 120% of AMI, based on a determination that a surplus of such units exists in the Metropolitan Statistical Area (MSA) per the most recent Shimberg Center Annual Report.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur.

The ordinance may impact multifamily rental property owners and developers that may have otherwise qualified for the 2026 property tax exemption under the Live Local Act. The ordinance does not affect commercial or non-residential businesses, small businesses, or individual residential landlords outside the scope of the statute.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible.

There are no direct compliance costs imposed on businesses by this ordinance. Property owners who would have otherwise applied for the exemption may experience a foregone tax benefit, but are not required to undertake any new administrative or compliance burdens.

(c) An estimate of the City's costs, including estimated revenues from any new charges or fees to cover such costs.

Given the limited scope of the ordinance and its basis in a statutory election to opt out, no less costly regulatory alternative is available or required. The City is acting within the narrow authority granted by statute.

This ordinance does not impose new regulations, fees, or operational restrictions on businesses. It removes a potential tax exemption that would otherwise reduce ad valorem taxes for certain multifamily property owners. However, such impact is limited only to owners seeking the exemption for qualifying units within the specified income bracket and does not affect existing property rights or operational practices.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None.

4. Additional information the governing body deems useful (if any):

Pursuant to Section 166.041(4)(c), Florida Statutes, this ordinance is exempt from the Business Impact Estimate requirement because it:

- **Is required to implement the terms of a federally mandated program without discretionary authority by the City; or**
- **Is anticipated to have no impact on businesses, or any such impact is de minimis; or**
- **Does not impose any new regulatory costs on businesses as defined by the statute.**

The City declares that this ordinance qualifies for exemption from a detailed Business Impact Estimate under the above criteria.



Shimberg Center for Housing Studies

2024 Annual Report

Shimberg Center for Housing Studies, M.E. Rinker School of Construction Management,
University of Florida, P.O. Box 115703, Gainesville, Florida 32611-5703

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INTRODUCTION

Home prices and rents in Florida held steady in 2023 and 2024 following rapid growth in the preceding years. The state continued to increase its single family supply, particularly in fast-growing Central and West Central counties, although sales volume continued a two-year downward trend. The multifamily stock also continued to grow, with new rental developments coming online in urban centers and fast-growing mid-sized counties.

This report describes recent trends in housing production, home prices and rents, and the affordable housing inventory. The report includes data on the affordable housing needs of the general population, elders, persons with disabilities, and special needs households. Additional data on housing supply and needs at the city, county, and state level can be found in the Florida Housing Data Clearinghouse, <http://flhousingdata.shimberg.ufl.edu>.

The report also summarizes the Shimberg Center's 2024 activities in research, teaching, and technical assistance. The Center was established by the Florida Legislature in 1988 as a research hub to facilitate the provision of safe, decent, and affordable housing and related community development. Based in the M.E. Rinker School of Construction Management in University of Florida's College of Design, Construction, and Planning, the Shimberg Center provides applied research and technical assistance to state agencies, local planners, the housing industry, non-profits, and others involved in shaping our state's housing policy.

HOUSING SUPPLY AND PRODUCTION

Florida’s single family home inventory reached nearly 5.9 million homes in 2024. Seventy-one percent of these homes are homesteaded, indicating that they serve as the owner’s primary residence rather than as second homes, vacation homes, or rental properties.

Multifamily rental developments provide 1.7 million units. Three-quarters of these are located in developments with 10 or more units. One-quarter are located in 2-9 unit properties, mostly duplexes. The state has 1.6 million condominium units. Only 37 percent are homesteaded, indicating that most condominiums are second homes, vacation units, or rentals.

Mobile homes on their own parcels make up approximately 437,000 units, of which just over half are homesteaded. These are individually owned parcels that are distinct from the state’s 2,293 licensed mobile home parks with 290,885 lots for rent.

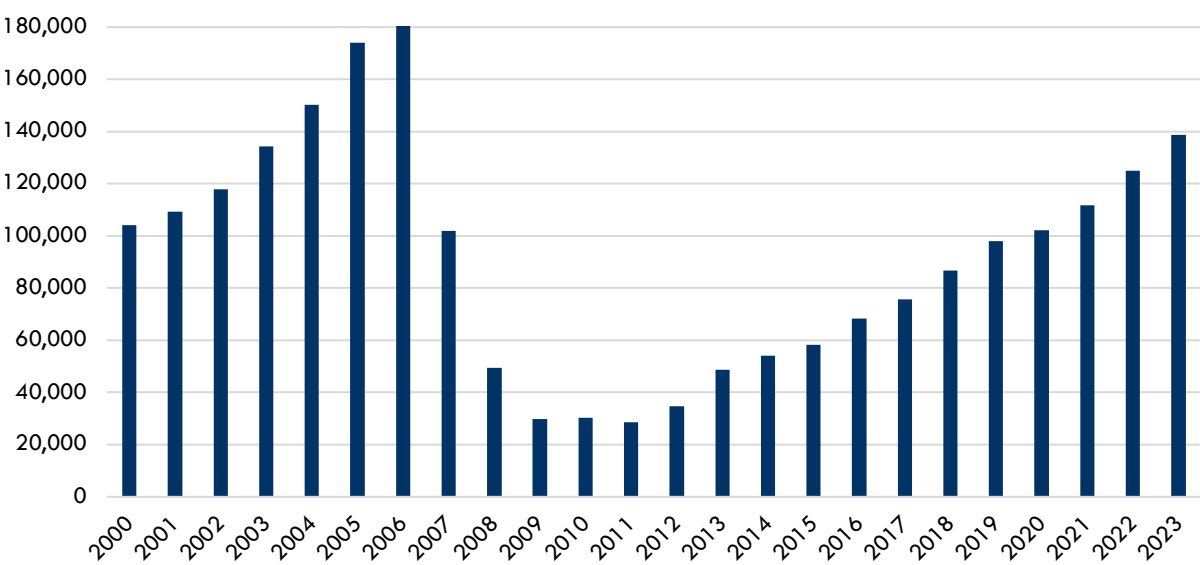
Table 1. Florida Housing Supply, 2024

Single Family Homes	Condominiums	Mobile Homes	Multifamily 2-9 Units	Multifamily 10+ Units
• 5,875,709 parcels • 4,152,269 homesteaded (71%)	• 1,609,542 parcels • 597,304 homesteaded (37%)	• 436,883 parcels • 227,998 homesteaded (52%)	• 156,868 parcels with 408,210 units • 32,880 homesteaded (21%)	• 15,578 parcels with 1,288,421 units

Source: Florida Department of Revenue, Name-Address-Legal File. See Appendix 1 for housing supply by county.

Single family home production has increased steadily over the past decade. Florida produced 138,717 single family homes in 2023, the last full year for which data is available. Production levels have been increasing by approximately 10 percent each year.

Figure 1. Single Family Homes by Year Built, Florida, 2000-2023



Source: Florida Department of Revenue, Name-Address-Legal File

Lee County led the state in construction with 10,702 new homes, followed by a group of counties stretching across Central and West Central Florida: Polk, Pasco, Lake, Osceola, and Manatee.

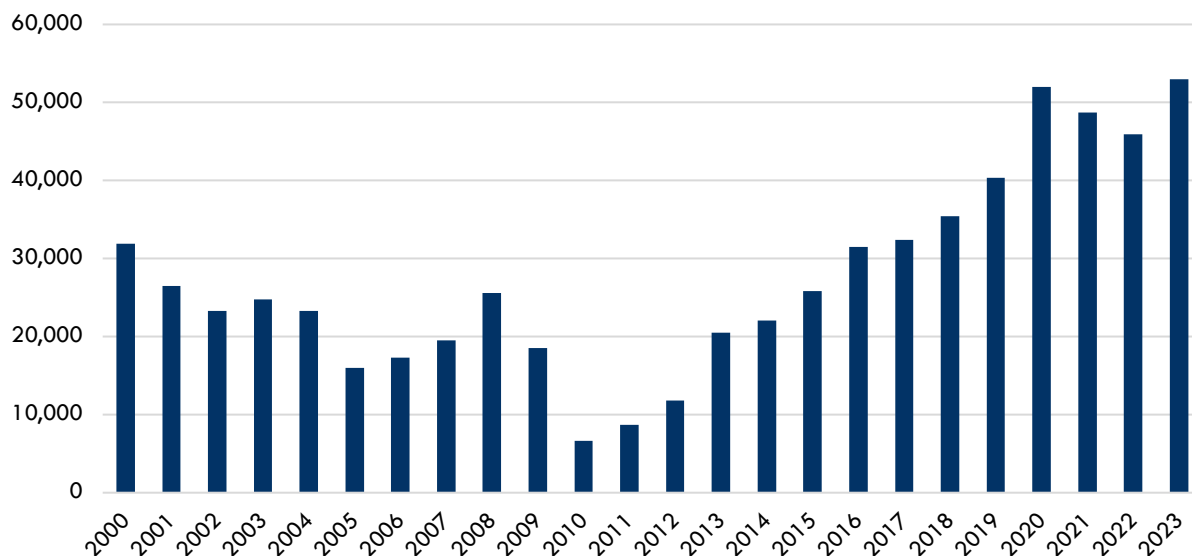
Table 2. New Single Family Homes Built, Top Ten Counties, 2023

County	Single Family Homes Built
Lee County	10,702
Polk County	9,380
Pasco County	8,071
Lake County	7,783
Manatee County	6,511
Osceola County	6,279
Marion County	6,245
Hillsborough County	6,150
St. Johns County	5,565
Sarasota County	5,362

Source: Florida Department of Revenue, Name-Address-Legal File. See Appendix 2 for single family construction in all counties.

Multifamily production continued at the strong pace that began in 2020. In 2023, Florida added 354 multifamily developments with 10 or more units, for a total of 50,547 new apartments, and 1,199 smaller multifamily developments (2,467 units).

Figure 2. Multifamily Units by Year Built, Florida, 2000-2023



Source: Florida Department of Revenue, Name-Address-Legal File. Unit totals may be undercounts due to missing or incomplete data for a small number of counties.

Multifamily development was concentrated in Florida's large urban counties and in other fast-growing counties including Polk, Lee, Manatee, and St. Johns.

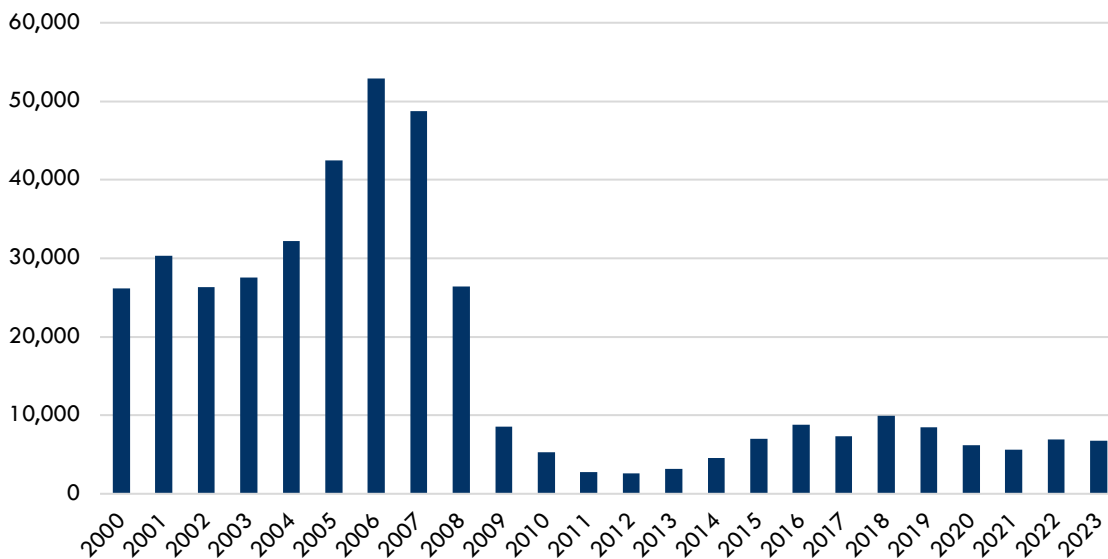
Table 3. New Multifamily Units Built, Top Ten Counties, 2023

County	Multifamily Units Built
Orange County	8,346
Miami-Dade County	6,814
Broward County	4,722
Hillsborough County	3,047
Polk County	2,811
Lee County	2,784
Duval County	2,735
Palm Beach County	2,552
Manatee County	1,861
St. Johns County	1,609

Source: Florida Department of Revenue, Name-Address-Legal File.

In contrast, condominium construction continued to be modest. The state added 6,791 newly built condominiums in 2023, a third of which were located in Miami-Dade County. This level of production was consistent with construction levels in recent years but far below the 2005-2007 peak, when the state was building 40,000-50,000 condominium units per year.

Figure 3. Condominiums by Year Built, Florida, 2000-2023



Source: Florida Department of Revenue, Name-Address-Legal File

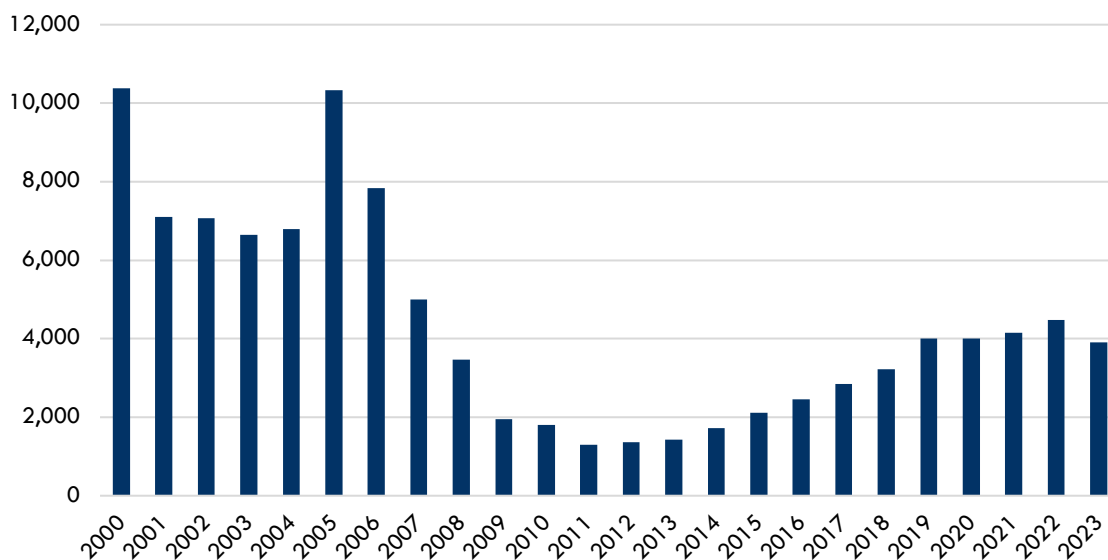
Table 4. New Condominium Units Built, Top Ten Counties, 2023

County	Condominium Units Built
Miami-Dade County	2,437
Collier County	776
Lee County	625
Charlotte County	565
Pinellas County	396
Palm Beach County	357
Sarasota County	325
Osceola County	172
Broward County	152
Brevard County (tie)	122
Hillsborough County (tie)	122

Source: Florida Department of Revenue, Name-Address-Legal File. See Appendix 2 for condominium construction in all counties.

Mobile home production slowed slightly in 2023. The state added 3,911 mobile homes on individual parcels in 2023. Again, this does not include homes in mobile home parks.

Figure 4. Mobile Homes by Year Added, Florida, 2000-2023



Source: Florida Department of Revenue, Name-Address-Legal File. Includes mobile homes on individual parcels. Does not include units in mobile home parks.

New mobile homes made a small contribution to the fast growing housing stock in Lee, Marion, Pasco, and Polk Counties, as well as several rural counties.

Table 5. New Mobile Homes Added, Top Ten Counties, 2023

County	Mobile Homes Built
Lee County	224
Marion County	213
Pasco County	173
Levy County	167
Bay County	165
Walton County	160
Putnam County	159
Citrus County	148
Polk County	137
Suwannee County	126

Source: Florida Department of Revenue, Name-Address-Legal File. See Appendix 2 for mobile homes added in all counties.

ASSISTED HOUSING INVENTORY

Assisted housing helps close the affordable housing gap for Florida's renters. Assisted housing refers to rental housing developments that receive public subsidies in exchange for limits on tenant incomes and rents. Florida's assisted housing stock consists of 3,078 developments with 315,504 affordable rental homes. Of these, 2,848 developments with 290,836 assisted (income and rent limited) units are in operation. An additional 230 properties with 24,668 assisted units are funded and in the development pipeline.

The assisted housing inventory is made up of public housing units and a much larger supply of privately owned rental developments funded by Florida Housing Finance Corporation (Florida Housing), U.S. Department of Housing and Urban Development's multifamily office (HUD), U.S. Department of Agriculture's Rural Development programs (USDA RD), and local housing finance authorities (LHFAs).

In 2023 and 2024, Florida added 88 assisted rental developments with 9,157 affordable units to the development pipeline. Table 6 shows the characteristics of the new and forthcoming affordable housing developments.

Thirty-eight percent of units are located in developments reserving some or all units for elders, homeless individuals and families, persons with disabilities, or farmworkers. Most units (81 percent) are one or two bedroom apartments. Sixty-two percent of units are targeted toward households at 60 percent of area median income (AMI), and an additional 20 percent have income targets of 50 percent AMI or lower.

Table 6. Characteristics of New Assisted Housing Developments, Florida, 2023-2024

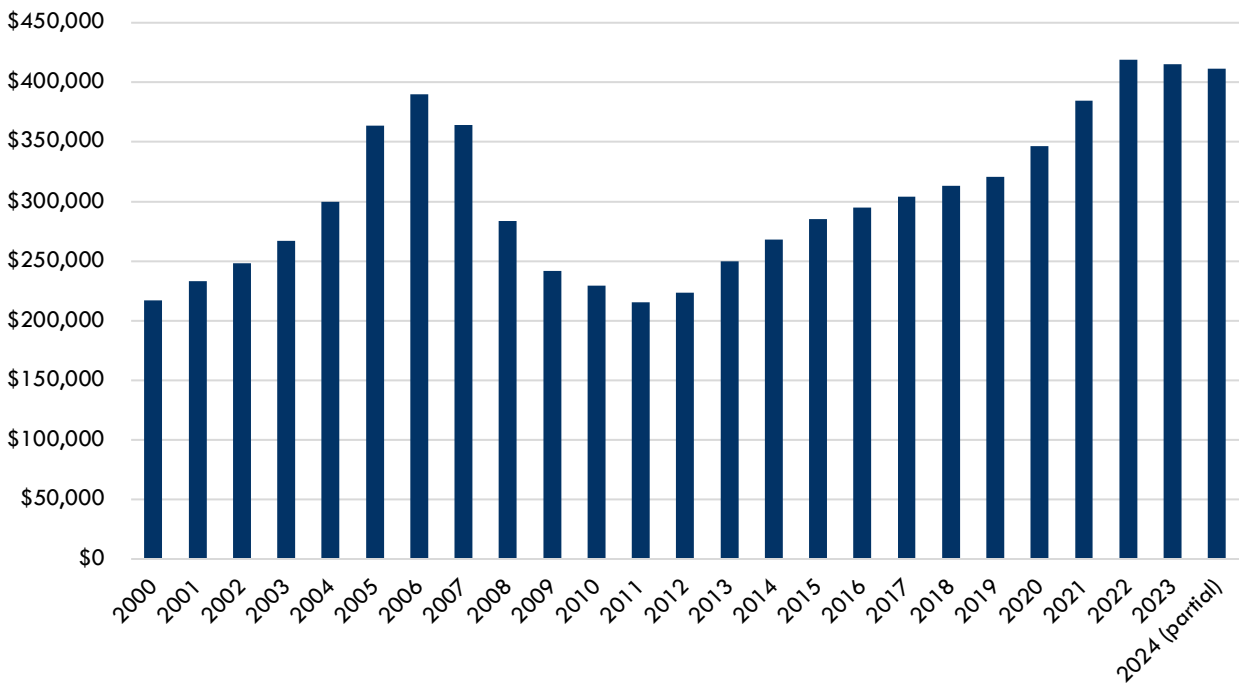
		Developments	Units	% of Units
Total Developments 2023-2024		88	9,157	-
County Size	Large	53	6,342	69%
	Medium	28	2,508	27%
	Small	7	307	3%
Target Population	Family	44	4,906	54%
	Elderly	27	2,822	31%
	Family; Link	8	764	8%
	Elderly; Family; Link	2	220	2%
	Homeless	2	145	2%
	Elderly; Family	1	144	2%
	Family; Homeless; Link; Persons with Disabilities	1	72	1%
	Homeless; Persons with Disabilities	1	50	1%
	Persons with Disabilities	1	22	0.2%
	not avail.	1	12	0.1%
Bedroom Count	0 BR	-	440	5%
	1 BR	-	4,160	45%
	2 BR	-	3,281	36%
	3 BR	-	887	10%
	4 or more BR	-	92	1%
	Not Avail.	-	297	3%
Income & Rent Limits	<=35% AMI	-	1,017	11%
	40-50% AMI	-	827	9%
	55-60% AMI	-	5,632	62%
	65-80% AMI	-	1,669	18%
	Not Avail.	-	12	0.1%

Source: Shimberg Center for Housing Studies, Assisted Housing Inventory. "Link" in Target Population refers to Florida Housing Finance Corporation's Link program, under which developers provide a portion of housing units to special needs households referred by community-based supportive service providers. Percentages may not total exactly 100% due to rounding.

HOME SALES

Median home prices in Florida held steady during 2022-2024, following rapid growth in the prior two years. The statewide median single family home price reached \$411,600 in the first half of 2024. Adjusted for inflation, median prices in the past three years are well above the previous peaks in the mid-2000s.

Figure 5. Median Single Family Home Sale Price (2024 \$), Florida, 2000-2024



Source: Florida Department of Revenue, Sales Data File. Median prices converted to 2024 dollars using the Consumer Price Index to adjust for inflation.

Median home prices in the first half of 2024 ranged from the upper \$100,000s in rural North Florida counties to over \$750,000 in coastal counties with strong luxury and second home markets.

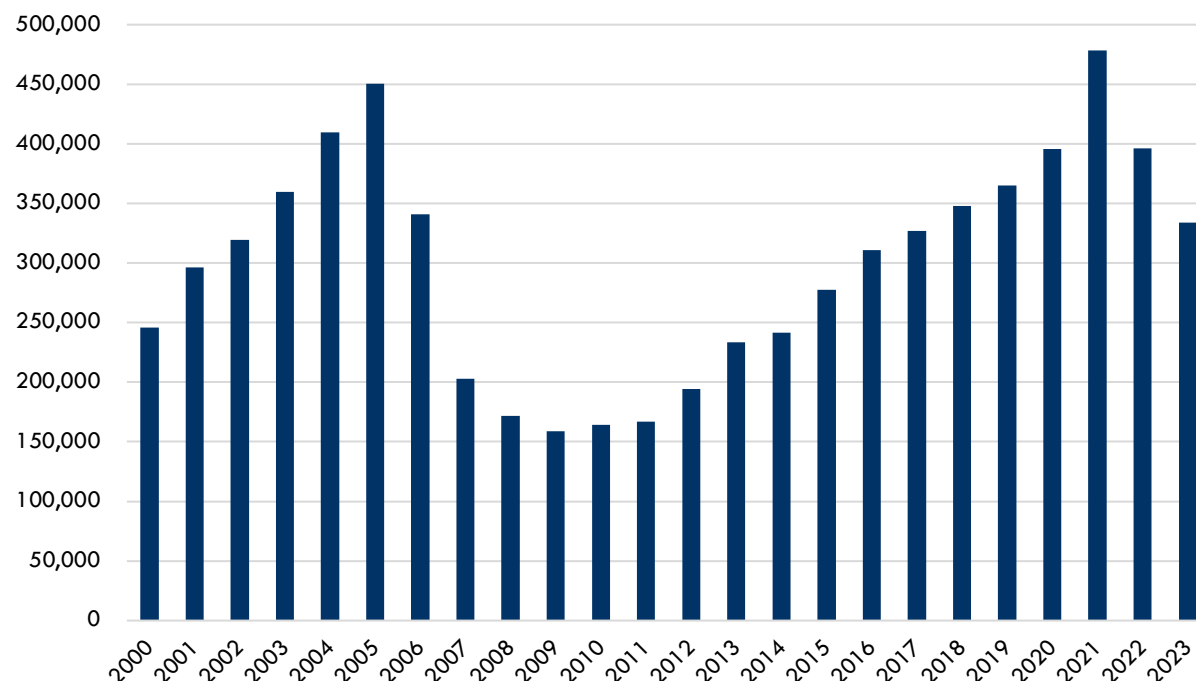
Figure 6. Florida Counties by Median Single Family Home Price, Q1-2 2024

<u>\$150,000-199,999</u>	<u>\$200,000-249,999</u>	<u>\$250,000-299,999</u>	<u>\$300,000-349,999</u>
Holmes	Bradford	Baker	Alachua
Jackson	Calhoun	Citrus	Clay
Taylor	Dixie	Columbia	Duval
	Gadsden	DeSoto	Hendry
	Hamilton	Escambia	Hernando
	Hardee	Gilchrist	Leon
	Liberty	Glades	Okaloosa
	Madison	Highlands	Pasco
	Putnam	Jefferson	Polk
	Washington	Lafayette	Union
		Levy	Volusia
		Marion	
		Okeechobee	
		Suwannee	
		Wakulla	
<u>\$350,000-399,999</u>	<u>\$400,000-499,999</u>	<u>\$500,000-749,999</u>	<u>\$750,000-1,000,000+</u>
Bay	Gulf	Broward	Collier
Brevard	Hillsborough	Franklin	Monroe
Charlotte	Indian River	Manatee	Walton
Flagler	Lee	Martin	
Lake	Nassau	Miami-Dade	
Osceola	Orange	Palm Beach	
Santa Rosa	Pinellas	St. Johns	
St. Lucie	Sarasota		
Sumter	Seminole		

Source: Florida Department of Revenue, Sales Data File

Single family sales volume continued to drop from its 2021 peak. Statewide, there were 333,655 single family sales in 2023, the last full year for which data is available.

Figure 7. Number of Single Family Home Sales, Florida, 2000-2023



Source: Florida Department of Revenue, Sales Data File

Home sales volume was higher in counties with significant new single family construction activity, including Hillsborough, Lee, Polk and Pasco Counties. Sales volume was also higher in the populous Southeast Florida counties and Orange County. Nevertheless, on average 2023 sales were down by 16 percent over 2022 in the top ten counties.

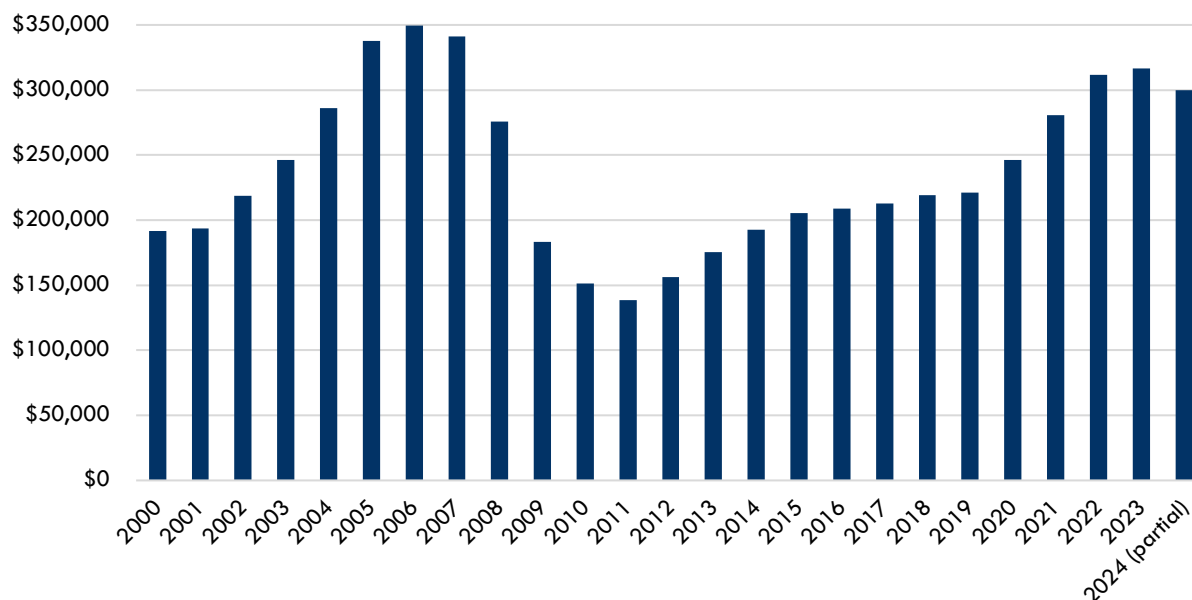
Table 7. Number of Single Family Home Sales, Top Ten Counties, 2023

County	Single Family Sales
Hillsborough	20,732
Lee	18,487
Polk	17,650
Broward	17,252
Orange	16,702
Pasco	15,623
Duval	15,323
Palm Beach	14,925
Brevard	12,512
Miami-Dade	12,345

Source: Florida Department of Revenue, Sales Data File. See Appendix 3 for sales in all counties.

Condominium sale prices held fairly steady following a rise in 2021-2022. The statewide median condominium price in the first half of 2024 was \$300,000. Q1-2 2024 median condominium prices were far higher in smaller coastal counties with active luxury vacation and second home markets, including Monroe (median condominium price \$730,000), Walton (\$665,000), and Nassau (\$635,000).

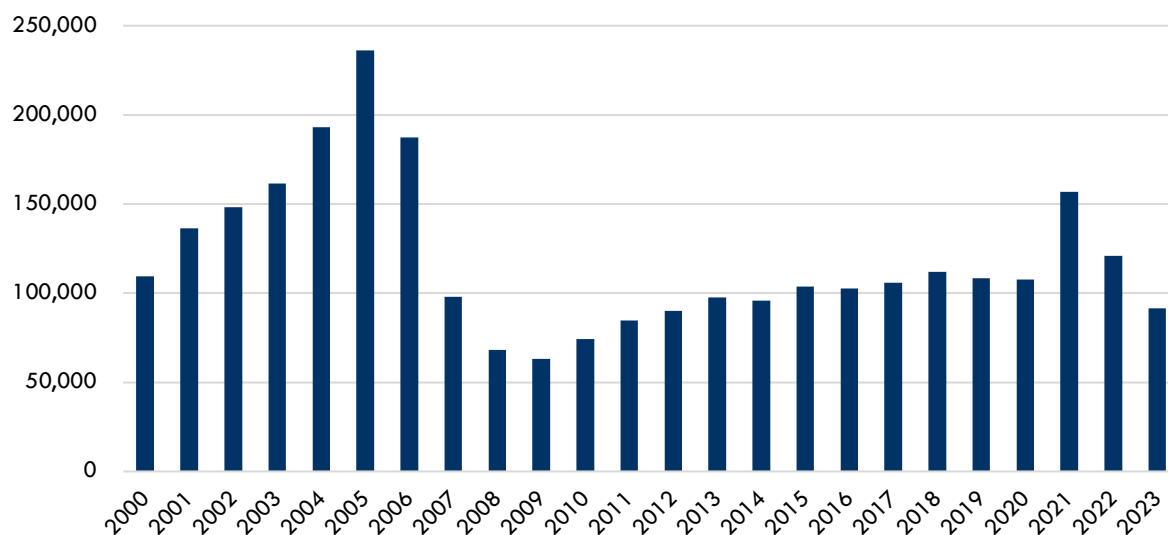
Figure 8. Median Condominium Sale Price (2024 \$), Florida, 2000-2024



Source: Florida Department of Revenue, Sales Data File. Median prices converted to 2024 dollars using the Consumer Price Index to adjust for inflation.

Condominium sales volume has held relatively steady around 100,000 sales per year in the past decade, with the exception of a spike above 150,000 in 2021. Statewide, there were 91,439 condominium sales in 2023, a slight drop from the pre-2021 norm and a significant decline from the 2021 peak.

Figure 9. Number of Condominium Sales, Florida, 2000-2023



Source: Florida Department of Revenue, Sales Data File

Overall, condominium sales were concentrated in larger coastal counties and Orange County. Nearly half of the state's sales in 2023 took place in the three Southeast Florida counties: Miami-Dade (19,117), Broward (13,794), and Palm Beach (11,019). As Figure 9 shows, condominium sales have been declining; sales in the ten most active counties fell by 25 percent in 2023 compared to 2022.

Table 8. Number of Condominium Sales, Top Ten Counties, 2023

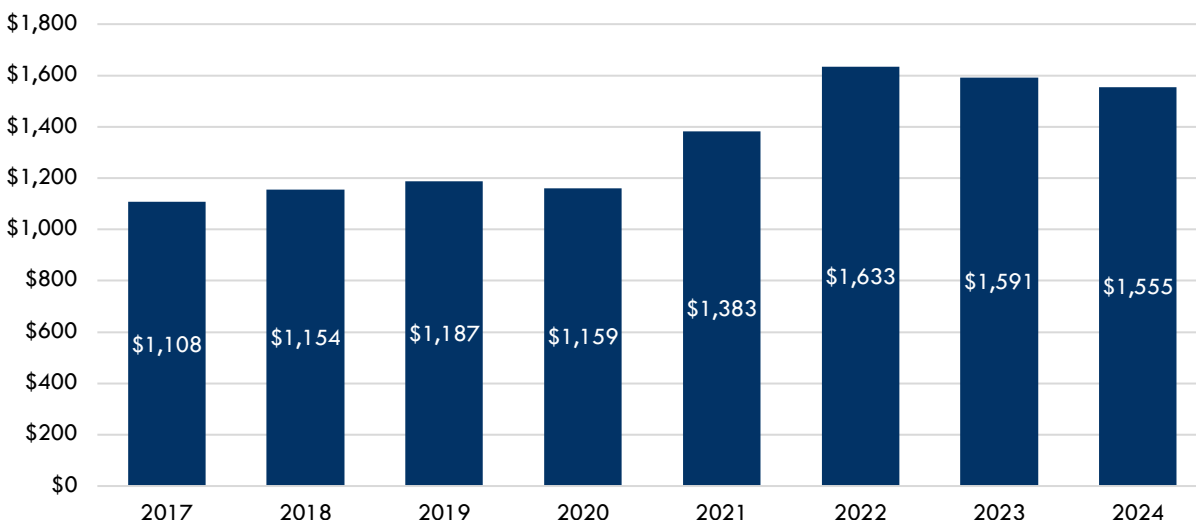
County	Condominium Sales
Miami-Dade	19,117
Broward	13,794
Palm Beach	11,019
Pinellas	6,329
Collier	5,184
Lee	4,258
Sarasota	3,204
Orange	3,081
Hillsborough	2,484
Manatee	2,235

Source: Florida Department of Revenue, Sales Data File. See Appendix 3 for sales in all counties.

RENTAL MARKETS

Florida rents increased steeply between 2020 and 2022, then stabilized close to these higher levels in 2023-2024. Apartment List estimates that median gross rents for housing seekers in Florida increased 41 percent over the two year period between July 2020 and July 2022. Median rent for housing seekers was \$1,555 in July 2024, a five percent drop from the 2022 median of \$1,633 but still well above 2017-2020 levels.

Figure 10. Apartment List Median Rent Estimates, Florida, 2017-2024



Source: Apartment List, Rent Estimates, <https://www.apartmentlist.com/research/category/data-rent-estimates>. Estimate of median gross rent for new leases, including utilities. All rent figures refer to July estimates for a given year.

Apartment List provides median rent estimates for 26 of Florida's 67 counties. Among these counties, Southeast and Southwest Florida counties topped the list for highest rents in July 2024.

Table 9. Median Rent, Top Five Counties, July 2024

County	Median Rent	Increase since July 2020
Miami-Dade County, FL	\$1,841	44%
Palm Beach County, FL	\$1,827	39%
Broward County, FL	\$1,794	38%
Collier County, FL	\$1,699	47%
Sarasota County, FL	\$1,642	31%

Source: Apartment List, Rent Estimates, <https://www.apartmentlist.com/research/category/data-rent-estimates>. Estimate of median gross rent for new leases, including utilities.

AFFORDABLE HOUSING NEEDS: RENTERS AND SPECIAL POPULATIONS

The Center produces a triennial Rental Market Study for Florida Housing Finance Corporation assessing affordable rental housing needs by county and demographic group. The last study, published in 2022, estimated that there were 768,460 renter households in Florida who were low-income (with incomes below 60 percent of the area median income, or AMI) and cost burdened (paying more than 40 percent of income for housing).

Using the most recently available data, we estimate that there are now 883,863 low-income, cost burdened renters in Florida. Sixty-two percent of these households live in Florida's nine large counties (population 825,000 or more); 35 percent live in medium-sized counties (population 100,001-824,999); and three percent live in small counties (population 100,000 or less).

Table 10. Low-Income ($\leq 60\%$ AMI), Cost Burdened ($>40\%$) Renter Households by County in Florida, 2024 Estimates

	All Renter Households	Low-Income ($\leq 60\%$ AMI), Cost Burdened ($>40\%$) Renters	Low-Income/ Cost Burdened Renters as % of All Renters in the County	Low-Income/ Cost Burdened Renters as % of State Total
Large				
Broward	296,116	94,550	32%	11%
Duval	178,142	54,414	31%	6%
Hillsborough	231,166	67,465	29%	8%
Lee	97,615	28,416	29%	3%
Miami-Dade	482,612	130,628	27%	15%
Orange	238,714	69,808	29%	8%
Palm Beach	202,297	63,315	31%	7%
Pinellas	150,328	43,261	29%	5%
Large Total	1,876,990	551,857	29%	62%
Medium				
Alachua	30,863	11,854	38%	1%
Bay	25,043	6,384	25%	1%
Brevard	72,809	24,866	34%	3%
Charlotte	18,202	6,377	35%	1%
Citrus	13,469	3,942	29%	0.4%
Clay	22,719	6,083	27%	1%
Collier	43,670	14,208	33%	2%
Escambia	47,394	12,210	26%	1%
Flagler	11,962	4,434	37%	1%
Hernando	17,737	5,534	31%	1%
Highlands	11,074	2,816	25%	0.3%
Indian River	18,191	4,543	25%	1%
Lake	45,515	15,770	35%	2%
Leon	35,821	11,920	33%	1%
Manatee	54,366	15,156	28%	2%
Marion	42,453	12,203	29%	1%

	All Renter Households	Low-Income (<=60% AMI), Cost Burdened (>40%) Renters	Low-Income/ Cost Burdened Renters as % of All Renters in the County	Low-Income/ Cost Burdened Renters as % of State Total
Martin	16,597	5,731	35%	1%
Nassau	7,633	1,769	23%	0.2%
Okaloosa	30,821	7,241	23%	1%
Osceola	55,722	19,071	34%	2%
Pasco	66,826	17,140	26%	2%
Polk	92,291	22,249	24%	3%
Santa Rosa	16,456	3,537	21%	0.4%
Sarasota	51,468	14,204	28%	2%
Seminole	68,019	19,089	28%	2%
St. Johns	24,760	6,646	27%	1%
St. Lucie	37,401	11,715	31%	1%
Sumter	10,104	3,599	36%	0.4%
Volusia	68,042	18,166	27%	2%
Medium Total	1,057,428	308,457	30%	35%
Small				
Baker	2,122	492	23%	0.1%
Bradford	2,423	611	25%	0.1%
Calhoun	1,056	254	24%	0.03%
Columbia	7,688	1,939	25%	0.2%
DeSoto	3,358	854	25%	0.1%
Dixie	1,304	329	25%	0.04%
Franklin	1,235	297	24%	0.03%
Gadsden	4,705	1,132	24%	0.1%
Gilchrist	1,081	273	25%	0.03%
Glades	875	268	31%	0.03%
Gulf	1,355	326	24%	0.04%
Hamilton	1,269	265	21%	0.03%
Hardee	2,491	633	25%	0.1%
Hendry	4,435	1,359	31%	0.2%
Holmes	1,757	302	17%	0.03%
Jackson	4,679	1,126	24%	0.1%
Jefferson	1,384	333	24%	0.04%
Lafayette	597	125	21%	0.01%
Levy	3,844	970	25%	0.1%
Liberty	598	144	24%	0.02%
Madison	1,836	384	21%	0.04%
Monroe	14,267	3,862	27%	0.4%
Okeechobee	3,975	1,218	31%	0.1%
Putnam	7,487	2,010	27%	0.2%
Suwannee	4,348	909	21%	0.1%

	All Renter Households	Low-Income ($\leq 60\%$ AMI), Cost Burdened ($>40\%$) Renters	Low-Income/ Cost Burdened Renters as % of All Renters in the County	Low-Income/ Cost Burdened Renters as % of State Total
Taylor	2,009	420	21%	0.05%
Union	1,343	339	25%	0.04%
Wakulla	2,566	617	24%	0.1%
Walton	8,154	1,400	17%	0.2%
Washington	2,083	358	17%	0.04%
Small Total	96,324	23,549	24%	3%
State Total	3,030,742	883,863	29%	100%

Source: Shimberg Center analysis of U.S. Census Bureau, 2023 American Community Survey; University of Florida Bureau of Economic and Business Research, 2024 Population Projections. Student-headed, non-family households are excluded.

Elderly Households

Statewide, over 346,000 low-income, cost burdened renter households are headed by someone age 55 or older, including nearly 105,000 households age 75+ households. In Pasco/Pinellas Counties and a Southwest region stretching from Sarasota County to Collier County, older households make up half of the cost-burdened renters.

Table 11. Low-Income ($\leq 60\%$ AMI), Cost Burdened ($>40\%$) Renter Households by Age of Householder and Region, Florida, 2024

Planning and Service Area	Age of Householder				Total	% Age 55 or Older
	15-54	55-74	75-84	85 or Older		
1) Escambia, Okaloosa, Santa Rosa	15,521	4,869	1,564	1,182	23,136	33%
2) Bay, Calhoun, Franklin, Gadsden, Gulf, Jackson, Jefferson, Holmes, Leon, Liberty, Wakulla, Walton, Washington	17,400	5,809	1,256	(X)	24,465	29%
3) Alachua, Bradford, Citrus, Columbia, Dixie, Gilchrist, Hamilton, Hernando, Lafayette, Lake, Levy, Madison, Marion, Sumter, Suwannee, Taylor, Union	34,734	17,572	4,524	2,390	59,220	41%
4) Baker, Clay, Duval, Flagler, Nassau, Putnam, St. Johns, Volusia	58,021	25,460	6,848	3,728	94,057	38%
5) Pasco, Pinellas	32,437	18,518	6,980	2,593	60,528	46%
6) Desoto, Hardee, Hillsborough, Highlands (part), Manatee, Polk	66,629	29,872	6,661	3,078	106,240	37%
7) Brevard, Orange, Osceola, Seminole	94,116	28,087	6,313	3,486	132,002	29%
8) Charlotte, Collier, Glades, Hendry, Highlands (part), Lee, Okeechobee, Sarasota	34,581	21,088	8,855	4,657	69,181	50%
9) Indian River, Martin, Palm Beach, St. Lucie	48,145	24,739	6,412	6,084	85,380	44%
10) Broward	57,576	25,001	9,032	2,941	94,550	39%
11) Miami, Monroe	77,809	40,741	11,433	4,507	134,490	42%
State Total	536,969	241,756	69,878	34,646	883,249	39%

Source: Shimberg Center analysis of U.S. Census Bureau, 2023 American Community Survey; University of Florida Bureau of Economic and Business Research, 2024 Population Projections. Regions are modified from Florida Department of Elder Affairs Planning and Service Areas. Student-headed, non-family households are excluded. Totals may differ slightly from Table 10 due to rounding. (X) indicates value that is not statistically significant.

Persons with Disabilities

Nearly one-third of the state's cost burdened, low-income renter households include at least one person with a disability—an estimated 278,031 households in all. In most of these households, the individuals with disabilities are adults, particularly in age 55+ households. However, 32,222 of the cost burdened renter households include children with disabilities, including 8,970 that have at least one adult and one child with a disability.

Table 12. Low-Income, Cost Burdened Renter Households with Persons with Disabilities, Florida, 2024

Household Age & Disability Characteristics	Households
Householder Under Age 55, Adult(s) with a Disability in the Household	82,529
Householder Age 55 or Older, Adult(s) with a Disability in the Household	163,280
Child(ren) with a Disability in the Household	23,252
Child(ren) and Adult(s) with Disabilities in the Household	8,970
Total	278,031

Source: Shimberg Center analysis of U.S. Census Bureau, 2023 American Community Survey; University of Florida Bureau of Economic and Business Research, 2024 Population Projections. Student-headed, non-family households are excluded.

Persons with Special Needs

Florida's special needs housing programs serve a subset of persons with disabilities as well as other vulnerable individuals and families. Specifically, for the purpose of housing programs, Florida Statutes defines a person with special needs as:

An adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s. [409.1451](#) (5); a survivor of domestic violence as defined in s. [741.28](#); or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits. (Section 420.0004 (13), Florida Statutes)

Combining several data sources, we estimate that 103,335 households meet this definition, primarily low-income, cost burdened renters receiving disability-related benefits.

Table 13. Estimates of Households with Persons with Special Needs, Florida, 2024

Category	Definition	Estimate	Data Sources
Disability-related benefits	Low-income ($\leq 60\%$ AML), cost burdened ($>40\%$) renter households with at least one household member who is: 1) age 18-64, with a disability, receiving Social Security; 2) age 18+, with a disability, receiving SSI; 3) age 18+ with a VA service-related disability rating of 10 percent or more	93,720	U.S. Census Bureau, 2023 American Community Survey Public Use Microdata Sample; 2024 BEBR population projections.
Survivors of domestic violence	Estimated number of households based on total number of persons using domestic violence emergency shelters	7,147	Florida Department of Children and Families, Domestic Violence Annual Report, 7/1/2022-6/30/2023. Based on 12,836 individuals receiving shelter and previous year's estimated average household size of 1.8 persons (total recipients divided by adult recipients).
Youth aging out of foster care	Estimate based on youth receiving Aftercare, Extended Foster Care, and Postsecondary Education Services	2,468	Estimated need for affordable housing (1,742 units) and supportive housing (625 units) from Florida Assessment of Housing for Special Needs and Homeless Populations 2021. ¹
Total			103,335

Affordable and Available Rental Housing Supply

Another measure of the affordable rental housing gap is the affordable/available analysis, which compares the number of renter households at various income levels to the supply of units that are affordable and available to them.

An “affordable” unit is any market rate, subsidized, or public housing unit costing no more than 30 percent of income at the top of the income threshold expressed as a percentage of area median income (AMI), adjusted for unit size.² Many “affordable” units are effectively unavailable to low-income households because they are already occupied by higher income households. The affordable/available analysis accounts for this difference by removing units that are occupied by higher income households from unit counts. Specifically, an “affordable/available” unit at a particular income threshold is: 1) affordable at that income threshold and 2) either vacant or occupied by a household with an income at or below the threshold.

This analysis compares the statewide affordable/available housing supply to renter households for six income groups: 0-30, 0-40, 0-50, 0-60, 0-80, and 0-120 percent of AML. Each category is inclusive of those that come before it. For example, all households and units in the 0-30 percent of AML group also appear in all of the other groups.

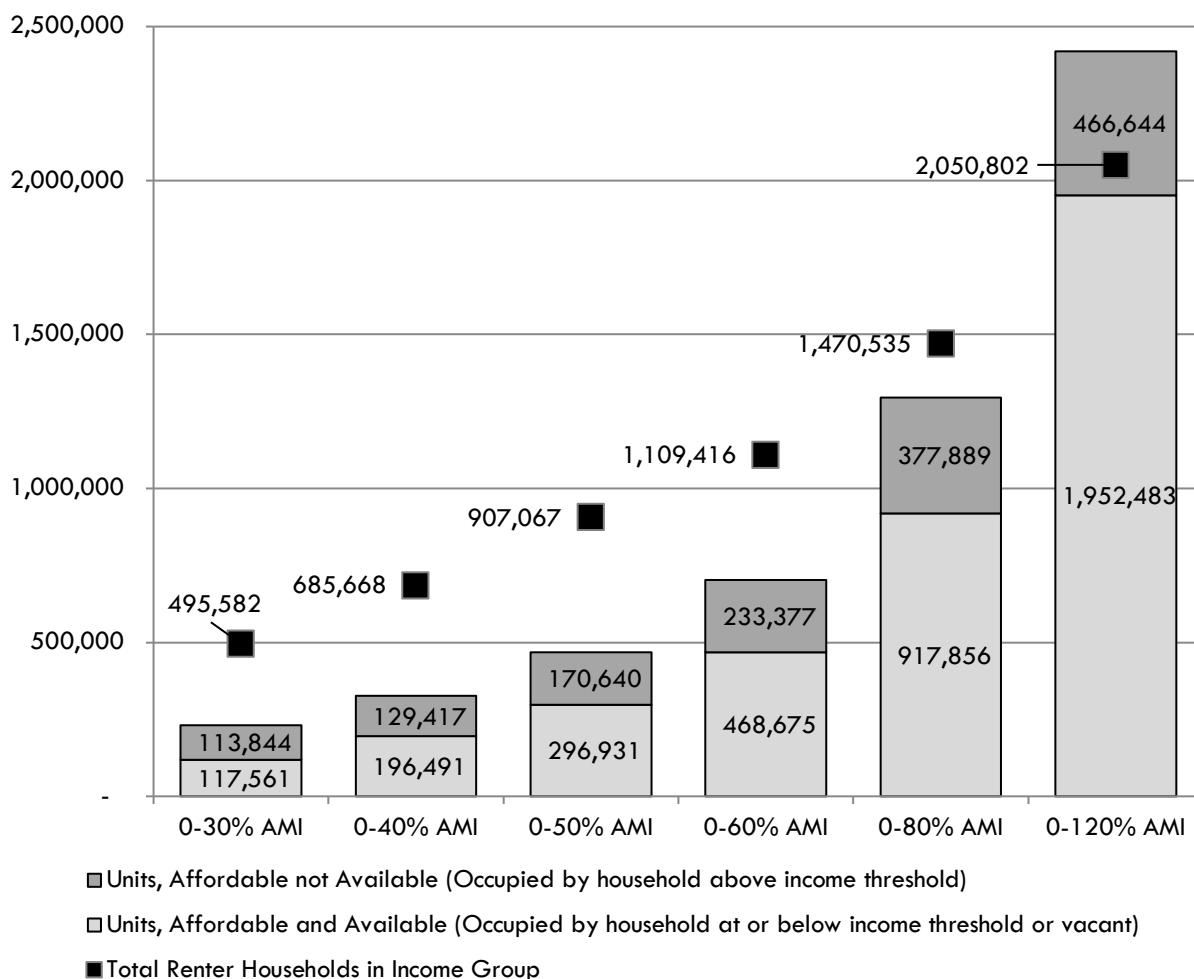
Figure 11 shows the distinction between affordable units and affordable/available units. All units in each column have rents that do not exceed 30 percent of income for a household at the top of the income group,

¹ Report available at https://floridahousing.org/docs/default-source/programs/special-programs/special-needs-housing/florida-assessment-of-housing-for-homeless-and-special-needs-populations/needs-assessment-full-report.pdf?sfvrsn=b09bf67b_2.

² For more information about the affordable/available method and affordability thresholds, see the 2022 *Rental Market Study* produced by the Shimberg Center for Florida Housing Finance Corporation, http://shimberg.ufl.edu/publications/RMS_2022.pdf.

adjusted by unit size. However, the units in the darker shaded areas are occupied by households with incomes above the top threshold and therefore are not available to the households in that income category.

Figure 11. Affordable Units, Affordable/Available Units, and Renter Households by Income, Florida, 2023



Source: Shimberg Center tabulation of U.S. Census Bureau, 2023 American Community Survey. Student-headed, non-family households and substandard units are excluded.

Figure 11 shows that for the 0-30 through 0-80 percent of AMI levels, there are more renter households than affordable units, whether available or not. At the 0-120 percent of AMI level, there are sufficient affordable units, but the number of affordable and available units is slightly lower than the number of renter households, leaving a gap of 98,319 affordable and available units.

Individual regions in Florida show widely varying results when comparing households to affordable and available units, particularly at the 0-120 percent of AMI income level. Appendix 4 shows the surplus or deficit of affordable/available units at the regional level.

SHIMBERG CENTER ACTIVITIES

Florida Housing Data Clearinghouse

The Shimberg Center produces the [Florida Housing Data Clearinghouse](#) under contract with Florida Housing Finance Corporation. Since 2000, the Clearinghouse has provided a free online source of housing supply and demand data for the state, counties, and cities.

The Clearinghouse provides data on the following topics:

- Affordability: housing cost burden, homeownership rates, rents, affordable rental housing supply gaps, and vacancy and occupancy rates
- Supply: Type of housing (single family, mobile homes, condominiums, multifamily), housing age and size, home prices and assessed values, and licensed condominium developments and mobile home parks
- Demographics: population projections, household projections by tenure, age, income, and cost burden
- Workforce: Employment rates, wage and housing cost comparisons by industry and occupation
- Assisted Housing Inventory: supply of affordable rental housing funded by Florida Housing, HUD, USDA Rural Development, and local housing finance agencies
- Home lending: mortgage originations by purpose, race/ethnicity, and interest rates
- Special needs households: housing needs of persons with disabilities, Social Security recipients, homeless individuals and families, and farmworkers
- Housing stability and disaster response: eviction and foreclosure filings, FEMA housing assistance

The Center also provides county-level presentation materials to assist local government officials and others in communicating data from the Clearinghouse, with a particular focus on the link between local wages, area median income (AMI) levels, and housing costs. These materials are available on the Publications page of the [Shimberg Center's website](#).

Promoting Housing Stability and Affordability

The Shimberg Center works with local organizations to promote long-term housing stability for Florida's homeowners and renters. The Center collects and shares monthly data on eviction and foreclosure filings in Florida communities. We participate in regional eviction prevention networks in the Orlando area and Miami-Dade County and provide summarized data on housing stability to researchers and legal services providers.

The Center is collaborating with Local Initiatives Support Corporation (LISC) Jacksonville in its Family Wealth Creation initiative, which seeks to preserve housing wealth in historically Black neighborhoods in Jacksonville. The Center is providing data on homeownership, home values, tax foreclosure sales, and potential heirs property sites to support LISC's efforts. The Center also is co-sponsoring an Heirs Property research center in collaboration with the Center for Governmental Responsibility in the UF Levin College of Law. The research center was launched in 2024 to develop legislative and regulatory solutions to heirs property loss.

The Center also is collaborating with Bright Community Trust and a number of community organizations on the Homeownership Equity Initiative, a program to make homeownership accessible for households in the four-county Orlando metropolitan area. The Center has provided data on homeownership disparities and the benefits of homeownership for families and communities.

Community Resilience and Disaster Response

The Shimberg Center works closely with state agencies, local governments, and our peers at University of Florida and other Gulf Coast and national institutions to learn how Florida's vulnerable populations and housing stock can be kept safe from natural disasters.

This year, the Shimberg Center collaborated with a wide range of University of Florida engineering, environmental, planning, and health science faculty on the JaxTwin project, an initiative to develop a "Digital Twin" for Jacksonville. The project is designed to provide real-time insights and scenario planning tools to help city leaders address infrastructure, health, housing, economic, and environmental challenges. The project resulted in a suite of datasets to identify water quality systems, healthcare utilization hotspots, and coastal flood hazard impacts, as well as a set of virtual and augmented reality tools for built environment visualization.

The Center is working with the University of Nebraska and Texas A&M Agrilife Extension to examine the disaster impact of windstorms on farms and agricultural areas and provide guidance to affected businesses and residents. In Florida, work has included surveying and interviewing farmers in the Suwanee Valley about wind damage to homes and businesses from Hurricanes Idalia, Debby, and Helene. Separately, Shimberg Center researchers are studying residential property ownership changes following hurricanes, starting with the effects of Hurricane Michael on ownership patterns in Bay County.

The Shimberg Center, University of Central Florida, the Horne consulting firm, and Florida Housing Coalition continued a HUD-funded project to evaluate the effectiveness of the Community Development Block Grant – Disaster Recovery (CDBG-DR) program in addressing post-disaster recovery needs of renter households. Project objectives are to (1) better understand CDBG-DR allocations for renters, (2) identify successful processes with corresponding outcomes for rental housing recovery aid programs, (3) engage with and link disaster recovery strategies and programs to actual and desired outcomes among renters from their lived experiences, and (4) translate this research into actionable programmatic recommendations with appropriate timelines, policy making and implementation changes. This year, the Shimberg Center interviewed renters affected by disasters and documented their experiences with CDBG-DR and other recovery programs.

The Center and Florida Sea Grant are launching "Connecting resilient communities and economies: Characterizing the link between water-dependent businesses and affordable housing." This research will lead to a better understanding of housing types for workers in water-dependent industries, housing and business needs of communities with water-dependent economies in Florida, and how changes in the availability and distribution of affordable workforce housing affect the recovery of water-dependent industries after disasters.

Technical Assistance, Presentations, and Publications

Under the Florida Housing Data Clearinghouse contract, the Shimberg Center provides extensive pro bono technical assistance to state and local agencies, the housing industry, non-profit organizations, and the public in the assessment of affordable housing needs. Examples of technical assistance during 2024 included providing mortgage lending data to the Office of Economic Vitality in Tallahassee, providing affordable housing needs data to the Community Foundation of Sarasota for a four-county area as background information for a new housing dashboard, assisting the American Red Cross with integrating housing needs data into post-disaster training, providing data to the Florida Supportive Housing Coalition to assist in planning to address elder homelessness, and providing data on children's homelessness to the Housing First for Children collaborative in Alachua County.

The Shimberg Center team made a number of public presentations in Florida and nationally in 2024:

- National Human Services Data Consortium, Kansas City
- JUST Pensacola Summit on Affordable Housing, Pensacola

- Community Legal Services of Mid-Florida training, Orlando
- Florida Association of Counties, Orlando
- National Low Income Housing Coalition Disaster Recovery Convenings, Washington DC
- Florida Sea Grant Symposium, Gainesville
- Rinker School of Construction Management Advanced Modular Housing Design Convening, Gainesville
- Florida Housing Coalition Statewide Housing Conference, Orlando
- Alachua County Affordable Housing Advisory Committee, Gainesville
- BOLD Justice, Broward County

Shimberg Center faculty and staff also co-authored the following peer-reviewed articles published in 2024:

- Enderami, S. A., Sutley, E., Helgeson, J., Dueñas-Osorio, L., Watson, M., & van de Lindt, J. W. (2024). Measuring post-disaster accessibility to essential goods and services: proximity, availability, adequacy, and acceptability dimensions. *Journal of Infrastructure Preservation and Resilience*, 5(1), 12.
- Yeganeh, N., Kang, S., Ray, A., Watson, M., & Denton, B. (2024). Filling the blindspots: Assessing distributive equity in fund allocation of Florida's local housing program for disaster recovery. *International Journal of Disaster Risk Reduction*, 111, 104708.
- Safayet, M., Connors, J. P. C., & Watson, M. (2024). Measuring access to food banks and food pantries: A scoping review of spatial analysis approaches. *Health & Place*, 88, 103251.
- Rosenheim, N. P., Watson, M., Casellas Connors, J., Safayet, M., & Peacock, W. G. (2024). Food Access After Disasters: A Multidimensional View of Restoration After Hurricane Harvey. *Journal of the American Planning Association*, 1-19.
- Watson, M., Xiao, Y., & Helgeson, J. (2024). Using disaster surveys to model business interruption. *Natural Hazards Review*, 25(1), 05023013.

Teaching and Graduate Education

Shimberg Center faculty offered courses in housing, sustainability, and the built environment in conjunction with the College of Design, Construction, and Planning:

- Construction Management 6583, Sustainable Housing: graduate course examining sustainability concepts, urban development, residential structures and systems, green building standards, and housing economics
- UF Quest 2935, Foundations, Principles and Applications of Sustainable Development: undergraduate interdisciplinary course covering sustainability concepts, environmental ethics, resilience, energy, water resources, and the built environment
- Construction Finance 5905: graduate course introducing students to financial management principles and analysis

In addition, the Shimberg Center provides professional and academic experience by employing master's and PhD students from the College of Design, Construction, and Planning as research assistants. This year, graduate students from the Shimberg Center fielded a team for Hack-A-House 2024, a 24-hour hackathon for students sponsored by Ivory Innovations. The Shimberg team developed a proposal to encourage accessory dwelling units as an affordable housing strategy, including a case study for Orlando.

APPENDIX 1. COUNTY HOUSING SUPPLY, 2024

County	Single Family		Condominium		Mobile Home		Multifamily 2-9 Unit			Multifamily 10+ Unit	
	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Dwelling Units	Parcels	Dwelling Units
Alachua	64,515	72%	7,202	23%	5,624	62%	1,608	5%	5,187	375	26,702
Baker	5,066	76%	0	0%	2,468	67%	55	0%	127	5	115
Bay	62,847	59%	19,675	9%	8,580	48%	2,028	17%	5,588	132	12,726
Bradford	5,985	73%	21	62%	2,684	63%	26	23%	61	14	(X)
Brevard	207,160	72%	35,913	38%	11,289	54%	3,001	22%	8,010	288	29,215
Broward	390,140	77%	253,080	42%	4,143	45%	16,446	15%	48,790	1,646	127,708
Calhoun	2,616	70%	0	0%	1,173	67%	14	14%	40	1	(X)
Charlotte	84,778	65%	14,993	35%	5,072	42%	1,601	14%	3,705	88	3,097
Citrus	59,566	74%	1,622	37%	15,741	55%	567	10%	1,620	44	1,403
Clay	67,079	75%	2,398	37%	9,549	62%	290	7%	1,017	56	7,249
Collier	107,914	66%	101,380	32%	3,494	36%	1,949	16%	6,112	127	15,403
Columbia	13,773	71%	48	44%	7,851	65%	228	6%	(X)	39	(X)
DeSoto	6,094	66%	605	46%	2,712	47%	259	13%	770	33	1,011
Dixie	2,903	59%	159	9%	3,808	60%	5	20%	(X)	1	(X)
Duval	287,812	67%	27,534	39%	9,342	48%	5,141	14%	15,544	713	104,317
Escambia	104,902	66%	10,440	15%	4,871	44%	4,544	30%	10,755	210	18,868
Flagler	50,353	74%	4,437	38%	1,701	63%	1,518	13%	(X)	20	511
Franklin	6,838	39%	455	8%	1,321	52%	7	0%	(X)	1	(X)
Gadsden	11,397	66%	0	0%	3,732	57%	162	28%	359	18	310
Gilchrist	2,949	77%	0	0%	2,958	68%	26	38%	65	2	61
Glades	1,926	60%	258	29%	2,229	50%	146	42%	323	3	70
Gulf	7,184	44%	288	1%	1,691	48%	21	5%	63	5	239
Hamilton	2,018	64%	0	0%	1,528	71%	168	61%	334	9	(X)
Hardee	4,345	67%	0	0%	1,698	46%	197	30%	522	18	742
Hendry	7,956	66%	317	20%	4,543	54%	356	28%	897	17	419
Hernando	69,674	71%	633	48%	12,078	57%	492	8%	1,259	67	4,206

County	Single Family		Condominium		Mobile Home		Multifamily 2-9 Unit			Multifamily 10+ Unit	
	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Dwelling Units	Parcels	Dwelling Units
Highlands	34,761	66%	1,345	38%	5,356	42%	824	11%	2,065	59	1,655
Hillsborough	383,354	74%	40,245	41%	13,617	54%	4,625	8%	12,829	893	136,466
Holmes	3,493	68%	0	0%	1,406	61%	15	27%	35	7	(X)
Indian River	58,386	73%	15,043	39%	1,093	44%	744	10%	2,038	55	3,741
Jackson	10,391	67%	0	0%	3,137	65%	56	11%	217	62	253
Jefferson	2,908	72%	0	0%	1,310	64%	51	27%	180	17	241
Lafayette	1,032	68%	0	0%	843	58%	8	13%	(X)	1	(X)
Lake	127,454	73%	3,626	49%	16,315	60%	1,344	8%	3,547	177	15,812
Lee	258,226	65%	84,717	35%	14,455	38%	10,777	20%	24,347	301	35,410
Leon	74,008	71%	5,023	17%	6,777	54%	2,322	7%	6,544	369	33,716
Levy	8,224	73%	238	13%	9,693	63%	67	9%	207	12	423
Liberty	1,398	65%	0	0%	821	47%	59	71%	122	5	(X)
Madison	3,255	60%	0	0%	1,775	66%	165	56%	392	10	395
Manatee	123,271	69%	35,484	40%	4,684	38%	4,436	18%	10,019	201	24,150
Marion	130,947	70%	2,504	38%	24,411	53%	3,675	38%	9,132	107	8,659
Martin	50,478	77%	15,003	45%	2,936	52%	1,078	14%	2,788	70	5,912
Miami-Dade	384,027	77%	384,248	37%	301	17%	31,580	26%	85,109	3,619	199,484
Monroe	29,642	43%	6,975	18%	4,685	25%	1,756	25%	4,536	46	3,098
Nassau	31,471	74%	4,092	23%	6,299	65%	366	27%	879	28	2,250
Okaloosa	70,612	61%	13,590	11%	3,353	46%	759	6%	(X)	182	(X)
Okeechobee	7,592	70%	235	23%	5,897	48%	347	31%	898	10	367
Orange	340,145	69%	51,890	26%	6,261	52%	4,029	11%	10,030	1,144	167,367
Osceola	129,938	59%	13,802	16%	5,440	54%	1,053	9%	2,709	938	26,903
Palm Beach	380,717	73%	186,031	41%	3,677	32%	10,216	17%	28,539	856	78,341
Pasco	190,800	72%	11,846	44%	29,495	51%	3,131	38%	(X)	239	19,301
Pinellas	253,007	76%	104,150	47%	17,032	46%	12,466	29%	32,333	876	71,859
Polk	219,870	65%	8,509	32%	31,735	50%	6,687	18%	17,304	301	28,317
Putnam	17,321	66%	197	29%	15,555	54%	151	15%	381	30	1,287

County	Single Family		Condominium		Mobile Home		Multifamily 2-9 Unit			Multifamily 10+ Unit	
	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Dwelling Units	Parcels	Dwelling Units
Santa Rosa	65,728	74%	1,755	18%	6,521	49%	672	7%	1,731	63	3,164
Sarasota	160,657	68%	53,113	39%	11,570	39%	4,752	37%	11,038	194	18,235
Seminole	133,265	75%	15,077	35%	1,711	55%	1,148	12%	2,633	214	(X)
St. Johns	104,621	76%	14,583	37%	5,484	61%	1,624	44%	(X)	59	7,907
St. Lucie	121,797	75%	14,606	39%	4,549	51%	1,493	9%	3,403	87	6,651
Sumter	70,453	72%	514	62%	6,440	52%	119	9%	374	26	3,234
Suwannee	6,406	68%	0	0%	6,934	64%	62	5%	200	8	(X)
Taylor	5,525	58%	76	1%	3,236	54%	21	14%	65	11	344
Union	1,445	80%	18	11%	1,232	70%	1	0%	(X)	15	(X)
Volusia	188,238	71%	28,396	30%	7,387	57%	2,639	15%	7,284	311	26,838
Wakulla	9,594	74%	336	36%	3,424	61%	31	3%	(X)	4	174
Walton	38,243	43%	10,817	6%	5,466	43%	643	42%	1,544	39	1,599
Washington	5,219	67%	0	0%	2,690	56%	21	0%	(X)	0	0
Florida Total	5,875,709	71%	1,609,542	37%	436,883	52%	156,868	21%	408,210	15,578	1,288,421

Source: Florida Department of Revenue, Name-Address-Legal File. Includes all parcels by housing type regardless of year built. Homesteaded parcels are the owner's primary residence. Multifamily dwelling unit totals may be undercounts due to missing or incomplete data for a small number of counties. County-level dwelling unit counts are suppressed (marked with 'X') in counties where total dwelling units are less than 2 times the number of parcels for the multifamily 2-9 unit category and less than 10 times the number of parcels for the multifamily 10+ unit category

APPENDIX 2. HOUSING PRODUCTION BY COUNTY AND HOUSING TYPE, 2023

County	Single Family	Condominium	Mobile Home	Multifamily 2-9 Unit	Multifamily 10+ Unit
Alachua	964	16	44	3	9
Baker	101	0	23	0	1
Bay	2,683	46	165	27	3
Bradford	67	0	40	0	0
Brevard	5,086	122	66	7	7
Broward	1,484	152	24	19	23
Calhoun	17	0	14	0	0
Charlotte	4,358	565	73	128	5
Citrus	1,465	3	148	20	0
Clay	1,747	0	93	0	2
Collier	3,618	776	24	6	6
Columbia	169	0	74	0	0
DeSoto	95	0	28	1	2
Dixie	15	0	36	0	0
Duval	4,736	9	73	39	18
Escambia	1,825	60	40	10	6
Flagler	2,633	0	23	143	2
Franklin	173	17	22	0	0
Gadsden	135	0	33	0	0
Gilchrist	102	0	38	0	0
Glades	112	0	23	0	0
Gulf	334	49	44	0	0
Hamilton	18	0	19	0	0
Hardee	47	0	17	2	1
Hendry	560	36	55	1	0
Hernando	1,504	1	104	8	1
Highlands	588	0	20	10	0
Hillsborough	6,150	122	52	13	15
Holmes	25	0	24	0	0
Indian River	993	107	7	3	4
Jackson	96	0	25	0	2
Jefferson	49	0	26	0	0
Lafayette	5	0	16	0	0
Lake	7,783	27	96	7	1
Lee	10,702	625	224	367	13
Leon	613	66	24	6	5
Levy	187	0	167	0	0
Liberty	14	0	14	0	0
Madison	35	0	22	1	0

County	Single Family	Condominium	Mobile Home	Multifamily 2-9 Unit	Multifamily 10+ Unit
Manatee	6,511	40	17	7	25
Marion	6,245	2	213	44	6
Martin	568	30	11	4	5
Miami-Dade	1,464	2,437	1	115	47
Monroe	342	51	7	3	1
Nassau	1,655	8	63	1	0
Okaloosa	1,243	38	76	7	6
Okeechobee	123	0	56	4	0
Orange	4,893	0	33	15	40
Osceola	6,279	172	29	8	13
Palm Beach	3,769	357	22	15	11
Pasco	8,071	0	173	4	13
Pinellas	957	396	41	80	7
Polk	9,380	6	137	28	12
Putnam	164	0	159	0	0
Santa Rosa	1,622	0	117	8	3
Sarasota	5,362	325	114	12	4
Seminole	1,142	12	11	0	6
St. Johns	5,565	21	64	7	7
St. Lucie	4,441	35	13	1	9
Sumter	948	0	32	0	4
Suwannee	102	0	126	0	0
Taylor	42	0	34	0	0
Union	35	0	19	0	0
Volusia	4,165	6	47	12	7
Wakulla	346	56	33	0	0
Walton	1,867	0	160	3	2
Washington	128	0	43	0	0
Florida Total	138,717	6,791	3,911	1,199	354

Source: Florida Department of Revenue, Name-Address-Legal File. Includes parcels in the current parcel inventory with actual year built 2023. Multifamily 2-9 and 10+ counts refer to parcels, not individual dwelling units.

APPENDIX 3. SALES VOLUME AND PRICES (2024 \$) BY COUNTY, 2023

County	Single Family				Condominium				Mobile Home			
	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price
Alachua	3,165	\$261,054	\$347,728	\$449,777	523	\$147,036	\$185,730	\$228,035	149	\$123,717	\$177,476	\$234,742
Baker	222	\$266,213	\$298,716	\$401,074	0	-	-	-	43	\$144,457	\$199,144	\$268,277
Bay	4,647	\$292,938	\$373,627	\$513,338	1,412	\$314,710	\$438,530	\$613,942	270	\$118,661	\$168,705	\$223,805
Bradford	177	\$180,571	\$257,959	\$335,346	4	\$214,106	\$229,532	\$301,760	82	\$89,357	\$152,196	\$227,932
Brevard	12,512	\$305,423	\$370,325	\$490,121	1,973	\$188,826	\$278,492	\$435,950	615	\$127,844	\$173,864	\$211,526
Broward	17,252	\$429,243	\$562,350	\$790,643	13,794	\$174,896	\$247,640	\$361,142	205	\$154,775	\$206,367	\$257,855
Calhoun	50	\$134,138	\$197,596	\$250,736	0	-	-	-	11	\$25,796	\$122,788	\$190,889
Charlotte	5,886	\$319,869	\$386,938	\$509,726	1,428	\$245,577	\$313,678	\$389,002	297	\$92,865	\$149,616	\$216,685
Citrus	3,626	\$232,163	\$285,457	\$381,779	109	\$165,094	\$191,921	\$283,755	641	\$98,024	\$152,712	\$208,431
Clay	4,031	\$299,232	\$361,142	\$429,759	158	\$156,839	\$204,303	\$247,640	406	\$108,343	\$185,730	\$242,481
Collier	6,435	\$546,976	\$722,284	\$1,196,928	5,184	\$355,983	\$495,281	\$823,920	109	\$206,367	\$257,959	\$319,766
Columbia	607	\$190,889	\$273,436	\$366,301	4	\$161,998	\$175,412	\$188,310	215	\$118,661	\$175,412	\$237,322
DeSoto	270	\$199,144	\$278,595	\$369,397	36	\$213,332	\$229,532	\$296,652	100	\$101,068	\$152,608	\$225,714
Dixie	112	\$114,018	\$174,380	\$276,016	13	\$214,622	\$288,914	\$386,938	118	\$74,292	\$120,725	\$185,730
Duval	15,323	\$237,322	\$318,837	\$423,052	1,648	\$175,412	\$227,004	\$296,652	287	\$87,706	\$144,457	\$216,685
Escambia	5,459	\$227,004	\$302,121	\$386,938	431	\$185,730	\$417,893	\$748,080	80	\$67,069	\$113,657	\$159,934
Flagler	3,947	\$326,060	\$378,890	\$478,874	313	\$273,436	\$425,116	\$660,374	82	\$170,253	\$232,163	\$267,245
Franklin	341	\$308,519	\$464,326	\$851,264	37	\$287,366	\$309,550	\$464,326	43	\$67,069	\$123,820	\$154,775
Gadsden	312	\$135,686	\$242,481	\$335,295	0	-	-	-	48	\$67,069	\$90,286	\$141,361
Gilchrist	151	\$232,163	\$294,073	\$376,620	0	-	-	-	131	\$103,183	\$180,571	\$247,640
Glades	79	\$230,615	\$308,519	\$374,969	11	\$30,955	\$63,974	\$134,138	79	\$113,502	\$175,412	\$222,876
Gulf	502	\$366,198	\$495,848	\$644,897	13	\$397,256	\$567,509	\$768,717	56	\$70,681	\$124,852	\$196,049
Hamilton	46	\$77,388	\$163,546	\$283,755	0	-	-	-	32	\$77,542	\$153,176	\$220,297
Hardee	123	\$155,807	\$255,895	\$319,869	0	-	-	-	40	\$82,805	\$123,820	\$162,256

County	Single Family				Condominium				Mobile Home			
	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price
Hendry	592	\$263,273	\$302,895	\$361,091	34	\$198,628	\$234,742	\$252,696	101	\$134,138	\$204,303	\$268,277
Hernando	4,372	\$273,436	\$329,155	\$383,585	45	\$120,725	\$177,476	\$232,163	633	\$139,298	\$177,476	\$221,844
Highlands	1,659	\$196,049	\$255,895	\$331,219	110	\$128,979	\$158,851	\$204,303	262	\$76,356	\$108,343	\$144,457
Hillsborough	20,732	\$335,346	\$417,893	\$562,350	2,484	\$185,730	\$249,704	\$383,069	374	\$160,347	\$236,290	\$303,359
Holmes	199	\$113,502	\$165,094	\$224,940	0	-	-	-	45	\$30,955	\$72,228	\$139,298
Indian River	3,336	\$321,932	\$402,312	\$587,217	1,109	\$195,945	\$276,532	\$541,713	36	\$113,502	\$157,871	\$208,947
Jackson	315	\$123,820	\$180,468	\$268,277	0	-	-	-	63	\$82,547	\$139,194	\$185,730
Jefferson	129	\$195,533	\$301,812	\$412,734	0	-	-	-	21	\$82,547	\$154,775	\$211,526
Lafayette	27	\$108,343	\$190,889	\$295,621	0	-	-	-	15	\$77,388	\$139,298	\$204,303
Lake	5,283	\$299,129	\$371,460	\$477,533	263	\$144,457	\$212,558	\$288,398	700	\$128,979	\$185,730	\$232,163
Lee	18,487	\$341,527	\$417,415	\$603,623	4,258	\$257,959	\$345,665	\$464,326	815	\$103,183	\$154,775	\$219,265
Leon	3,137	\$221,844	\$314,710	\$439,458	413	\$102,152	\$165,094	\$224,940	174	\$59,950	\$95,703	\$149,616
Levy	415	\$201,208	\$288,914	\$371,460	23	\$147,552	\$255,379	\$376,620	374	\$91,833	\$147,604	\$206,264
Liberty	27	\$85,126	\$165,094	\$294,073	0	-	-	-	17	\$67,069	\$123,820	\$154,775
Madison	91	\$118,661	\$180,571	\$306,455	0	-	-	-	46	\$84,610	\$142,806	\$232,163
Manatee	11,011	\$407,575	\$505,496	\$696,488	2,235	\$229,583	\$335,346	\$500,440	237	\$103,183	\$159,934	\$215,138
Marion	11,178	\$252,696	\$300,264	\$376,516	237	\$119,693	\$134,138	\$154,775	964	\$82,547	\$143,425	\$200,176
Martin	2,617	\$412,734	\$572,668	\$846,104	911	\$206,367	\$268,277	\$397,256	139	\$155,704	\$206,367	\$249,704
Miami-Dade	12,345	\$495,281	\$619,101	\$846,104	19,117	\$302,328	\$438,530	\$650,056	1	\$247,640	\$247,640	\$247,640
Monroe	1,137	\$758,398	\$1,106,643	\$1,981,122	345	\$572,668	\$822,063	\$1,444,568	169	\$355,983	\$464,326	\$742,921
Nassau	2,540	\$369,190	\$446,268	\$619,359	237	\$433,371	\$644,897	\$856,423	193	\$163,030	\$223,908	\$273,436
Okaloosa	3,950	\$299,232	\$355,983	\$464,326	833	\$330,187	\$536,554	\$773,876	87	\$91,421	\$151,680	\$205,335
Okeechobee	371	\$206,367	\$278,595	\$361,142	22	\$123,820	\$134,138	\$148,584	302	\$109,271	\$165,094	\$232,163
Orange	16,702	\$368,159	\$470,878	\$638,499	3,081	\$165,094	\$216,685	\$278,595	264	\$128,928	\$180,571	\$248,672
Osceola	11,078	\$361,142	\$425,116	\$526,236	1,069	\$224,940	\$283,755	\$392,097	238	\$165,094	\$230,615	\$299,232
Palm Beach	14,925	\$505,599	\$681,011	\$1,029,771	11,019	\$183,667	\$273,436	\$423,052	116	\$140,845	\$167,931	\$207,915
Pasco	15,623	\$302,328	\$380,747	\$497,241	833	\$137,234	\$169,221	\$216,685	1,371	\$92,865	\$143,425	\$201,208

County	Single Family				Condominium				Mobile Home			
	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price
Pinellas	10,223	\$350,824	\$454,007	\$644,897	6,329	\$197,596	\$273,436	\$452,975	841	\$118,661	\$154,775	\$195,945
Polk	17,650	\$299,129	\$343,395	\$404,479	634	\$134,138	\$165,094	\$235,258	1,493	\$113,502	\$157,871	\$211,526
Putnam	672	\$153,227	\$232,163	\$325,028	12	\$302,328	\$311,356	\$341,021	542	\$82,547	\$144,457	\$206,161
St. Johns	8,845	\$402,312	\$520,767	\$706,807	933	\$273,436	\$366,301	\$546,872	220	\$187,278	\$242,481	\$294,073
St. Lucie	8,694	\$357,531	\$412,940	\$496,828	909	\$201,208	\$312,130	\$500,440	188	\$162,772	\$229,532	\$282,207
Santa Rosa	3,988	\$299,232	\$366,301	\$453,904	113	\$319,869	\$505,599	\$773,876	176	\$103,183	\$156,839	\$201,208
Sarasota	9,963	\$394,780	\$521,076	\$742,818	3,204	\$298,922	\$397,256	\$758,398	581	\$114,534	\$159,934	\$211,526
Seminole	6,094	\$350,824	\$431,152	\$552,032	893	\$170,253	\$201,208	\$254,347	58	\$123,820	\$190,373	\$257,959
Sumter	5,000	\$321,932	\$400,352	\$514,885	30	\$131,043	\$215,395	\$242,481	227	\$98,024	\$146,521	\$188,826
Suwannee	209	\$171,285	\$251,768	\$330,187	0	-	-	-	231	\$108,343	\$154,775	\$225,972
Taylor	189	\$118,661	\$188,826	\$309,550	12	\$170,253	\$208,431	\$257,443	93	\$113,502	\$154,775	\$197,080
Union	30	\$188,619	\$255,327	\$322,448	0	-	-	-	23	\$72,228	\$146,624	\$231,131
Volusia	10,692	\$305,423	\$367,333	\$457,051	1,815	\$179,539	\$309,550	\$495,281	315	\$139,298	\$190,889	\$252,799
Wakulla	633	\$222,567	\$299,129	\$392,097	25	\$185,730	\$206,264	\$271,372	97	\$61,910	\$128,979	\$171,285
Walton	3,031	\$415,210	\$711,863	\$1,443,537	761	\$459,166	\$673,272	\$1,083,426	165	\$113,502	\$187,794	\$237,322
Washington	189	\$148,894	\$227,004	\$283,755	0	-	-	-	51	\$70,165	\$139,298	\$196,049
Florida Total	333,655	\$323,893	\$415,107	\$591,241	91,439	\$211,526	\$316,773	\$505,599	17,197	\$108,343	\$165,094	\$227,004

Source: Florida Department of Revenue, Sales Data File. Based on property sales that took place in 2023, the most recent full year with data available. Arms-length sales only. Prices adjusted to 2024 dollars using the Consumer Price Index.

APPENDIX 4. SURPLUS/DEFICIT OF AFFORDABLE AND AVAILABLE RENTAL HOUSING UNITS BY INCOME (% AMI), MODIFIED METROPOLITAN STATISTICAL AREAS & HUD METRO FAIR MARKET RENT AREAS, 2023

Modified Metropolitan Statistical Area (MSA)/HUD Metro Fair Market Rent Area (HMFA)	Counties	Affordable/Available Units Minus Renter Households					
		0-30% AMI	0-40% AMI	0-50% AMI	0-60% AMI	0-80% AMI	0-120% AMI
Cape Coral-Fort Myers, FL MSA	Lee	-10,362	-13,886	-18,311	-20,335	-17,333	-352
Crestview-Fort Walton Beach-Destin, FL HMFA	Okaloosa	-4,513	-4,421	-5,019	-5,559	-4,176	590
Deltona-Daytona Beach-Ormond Beach, FL HMFA	Volusia	-8,523	-10,609	-12,009	-13,251	-10,566	1,917
Fort Lauderdale, FL HMFA	Broward	-40,187	-50,266	-68,112	-82,200	-84,345	-37,884
Gainesville, FL HMFA (minus Gilchrist)	Alachua	-7,896	-7,791	-10,683	-5,440	-471	2,576
Homosassa Springs, FL MSA	Citrus	-1,975	-2,714	-3,578	-3,715	-2,425	-284
Jacksonville, FL HMFA/Baker County, FL HMFA (plus Putnam)	Baker, Clay, Duval, Nassau, Putnam, St. Johns	-33,555	-42,526	-48,760	-47,290	-22,307	8,210
Lakeland-Winter Haven, FL MSA	Polk	-10,600	-11,227	-14,412	-12,526	-11,681	-2,636
Miami-Miami Beach-Kendall, FL HMFA (plus Monroe)	Miami-Dade, Monroe	-58,509	-79,672	-100,810	-119,801	-143,805	-78,510
Naples-Immokalee-Marco Island, FL MSA	Collier	-5,489	-6,634	-8,554	-8,566	-7,432	-1,183
North Port-Sarasota-Bradenton, FL MSA	Manatee, Sarasota	-11,302	-14,560	-19,907	-20,916	-19,776	-2,801
Northeast Nonmetropolitan Area (plus Gilchrist and Levy)	Bradford, Columbia, Dixie, Gilchrist, Hamilton, Lafayette, Levy, Madison, Suwannee, Taylor, Union	-2,637	-3,212	-2,653	-2,483	-1,065	307
Northwest Nonmetropolitan Area (plus Gadsden, Jefferson, Wakulla, and Walton)	Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Liberty, Wakulla, Walton, Washington	-4,103	-3,595	-3,143	-2,949	-1,493	-678
Ocala, FL MSA	Marion	-5,773	-6,917	-5,826	-7,590	-6,929	-221
Orlando-Kissimmee-Sanford, FL MSA	Lake, Orange, Osceola, Seminole	-50,796	-70,248	-91,670	-97,707	-85,074	5,274
Palm Bay-Melbourne-Titusville, FL MSA	Brevard	-8,232	-11,716	-14,116	-13,643	-3,756	6,913
Palm Coast, FL HMFA	Flagler	-1,127	-1,619	-2,638	-3,038	-2,133	-761
Panama City-Lynn Haven, FL MSA	Bay	-3,344	-4,370	-4,445	-2,381	-1,574	2,428
Pensacola-Ferry Pass-Brent, FL MSA	Escambia, Santa Rosa	-5,947	-6,918	-7,556	-5,957	-1,928	1,914
Port St. Lucie, FL MSA	Martin, St. Lucie	-5,581	-9,172	-11,708	-12,491	-10,136	-3,440

Modified Metropolitan Statistical Area (MSA)/HUD Metro Fair Market Rent Area (HMFA)	Counties	Affordable/Available Units Minus Renter Households					
		0-30% AMI	0-40% AMI	0-50% AMI	0-60% AMI	0-80% AMI	0-120% AMI
Punta Gorda, FL MSA	Charlotte	-1,951	-3,192	-3,481	-3,340	-1,997	-239
Sebastian-Vero Beach, FL MSA	Indian River	-2,128	-2,846	-2,562	-2,523	-1,109	-66
South Nonmetropolitan Area (minus Monroe, plus Highlands)	DeSoto, Glades, Hardee, Hendry, Highlands	-3,002	-4,161	-4,935	-3,848	-1,582	-677
Tallahassee, FL HMFA (minus Gadsden and Jefferson)	Leon	-6,761	-9,591	-10,489	-6,065	-584	2,738
Tampa-St. Petersburg-Clearwater, FL MSA	Hernando, Hillsborough, Pasco, Pinellas	-56,633	-71,137	-89,352	-91,197	-70,247	4,873
The Villages, FL MSA	Sumter	-1,497	-1,076	-1,920	-2,660	-1,056	537
West Palm Beach-Boca Raton, FL HMFA	Palm Beach	-25,598	-35,101	-43,487	-43,270	-37,699	-6,864
State of Florida Total		-378,021	-485,016	-610,136	-640,741	-552,679	-98,319

Source: Shimberg Center analysis of U.S. Census Bureau, 2023 American Community Survey. County groupings are based on HUD Metro Fair Market Rent Areas (HMFAs), modified to accommodate availability of county-level data in the American Community Survey Public Use Microdata Areas (PUMAs). See <https://www.huduser.gov/portal/datasets/il/il24/area-definitions-FY24.pdf> for HUD area definitions. In cases where cross-county PUMA boundaries do not allow separation, counties are shifted to another HMFA or non-metropolitan grouping, as noted in the first column. Jacksonville and Baker County HMFAs are combined for the same reason.

Values are the difference between renter households and affordable/available units at each income level. Negative value means that renter households outnumber affordable/available units. Student-headed, non-family households and substandard units are excluded.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.2.

Meeting Date: July 14, 2025

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 24.43 +/- acres; and being generally located west of U.S. Highway 27 and north of Ronald Reagan Turnpike, lying in Sections 6, 7, and 12, Township 21 South, Range 24 and 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Dilly Lake MF & Gas ANNX)

Staff Recommendation:

The Planning and Zoning Staff recommends approval of the proposed ordinance for annexation of 24.43 +/- acres.

Analysis:

The applicant has submitted a request for annexation of approximately 24.43 +/- acres, generally located west of U.S. Highway 27 and north of Ronald Reagan Turnpike, as shown on the attached General Location Map. At this time, the property is undeveloped acreage. The current zoning is Lake County PUD (Planned Unit Development); the proposed zoning is City PUD (Planned Unit Development). The reason for this request is to connect to city utilities. The proposal for the property is the development of 300 multi-family dwelling units and commercial area with a convenience store.

The property is surrounded by Leesburg PUD (Planned Unit Development), as well as Lake County A (Agriculture), C-2 (Community Commercial District), and PUD (Planned Unit Development). No negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda is a Small-Scale Comprehensive Plan Amendment, which, along with the Rezoning Application, had recommendations for approval from the staff and Planning Commission at the public hearing held on May 22, 2025.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 24.43 +/- ACRES; AND BEING GENERALLY LOCATED WEST OF U.S. HIGHWAY 27 AND NORTH OF RONALD REAGAN TURNPIKE, LYING IN SECTIONS 6, 7, AND 12, TOWNSHIP 21 SOUTH, RANGE 24 AND 25 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 3; AND PROVIDING AN EFFECTIVE DATE. (DILLY LAKE MF & GAS ANNEX)

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

Section 1.

Based upon the petition of Robert Moon, Agent, on behalf of CFLTS – Zhan Li, Petitioner, "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 B);**

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 3;

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 the _____ day of _____ 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

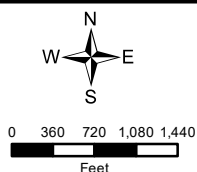
ATTEST:

City Clerk

Extended Aerial



**Planning
& Zoning
Division**



Dilly Lake Multifamily and Convenience Store
US Hwy 27 and Florida's Turnpike N

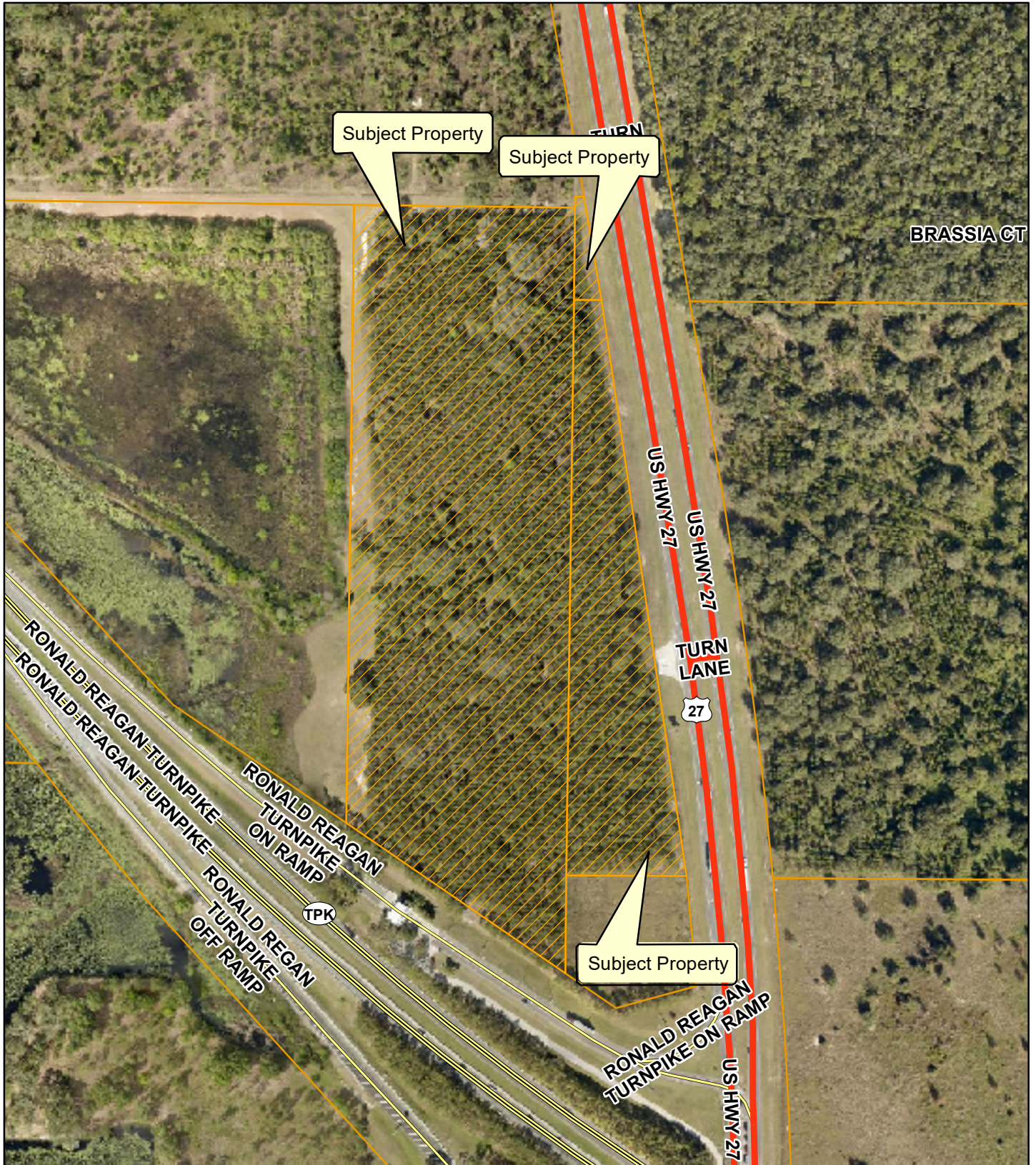
AK #: 1210313; Section 06 - Township 21 South - 25 East

AK #: 1383561; Section 12 - Township 21 South - 24 East

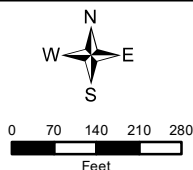
AK #: 1302307; Section 07 - Township 21 South - 25 East

April 30, 2025

Aerial



**Planning
& Zoning
Division**



Dilly Lake Multifamily and Convenience Store
US Hwy 27 and Florida's Turnpike N

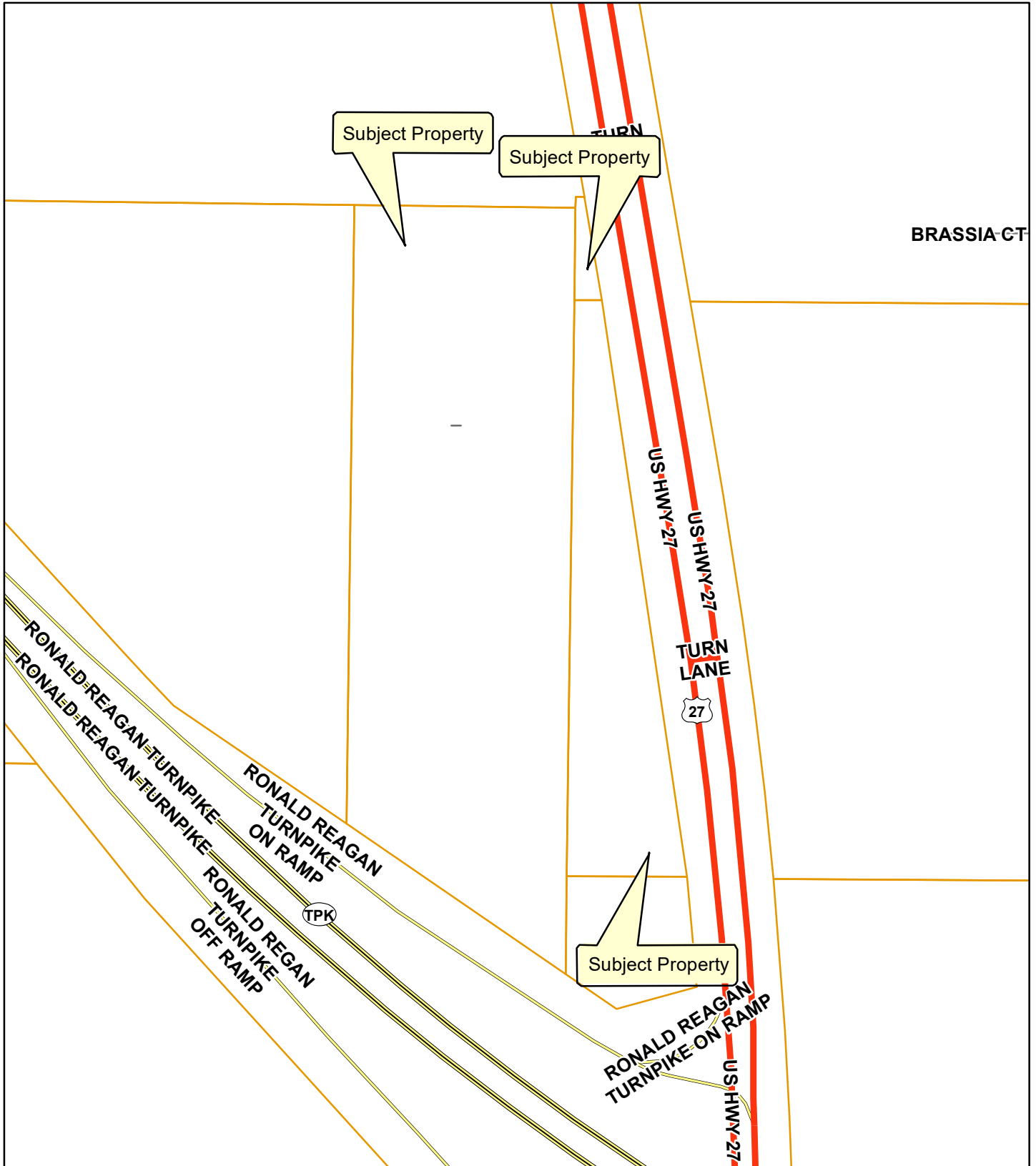
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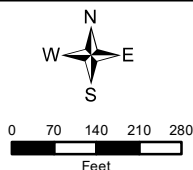
AK #: 1302307; Section 07 - Township 21 South - 25 East

April 30, 2025

Locator



**Planning
& Zoning
Division**



Dilly Lake Multifamily and Convenience Store

US Hwy 27 and Florida's Turnpike N

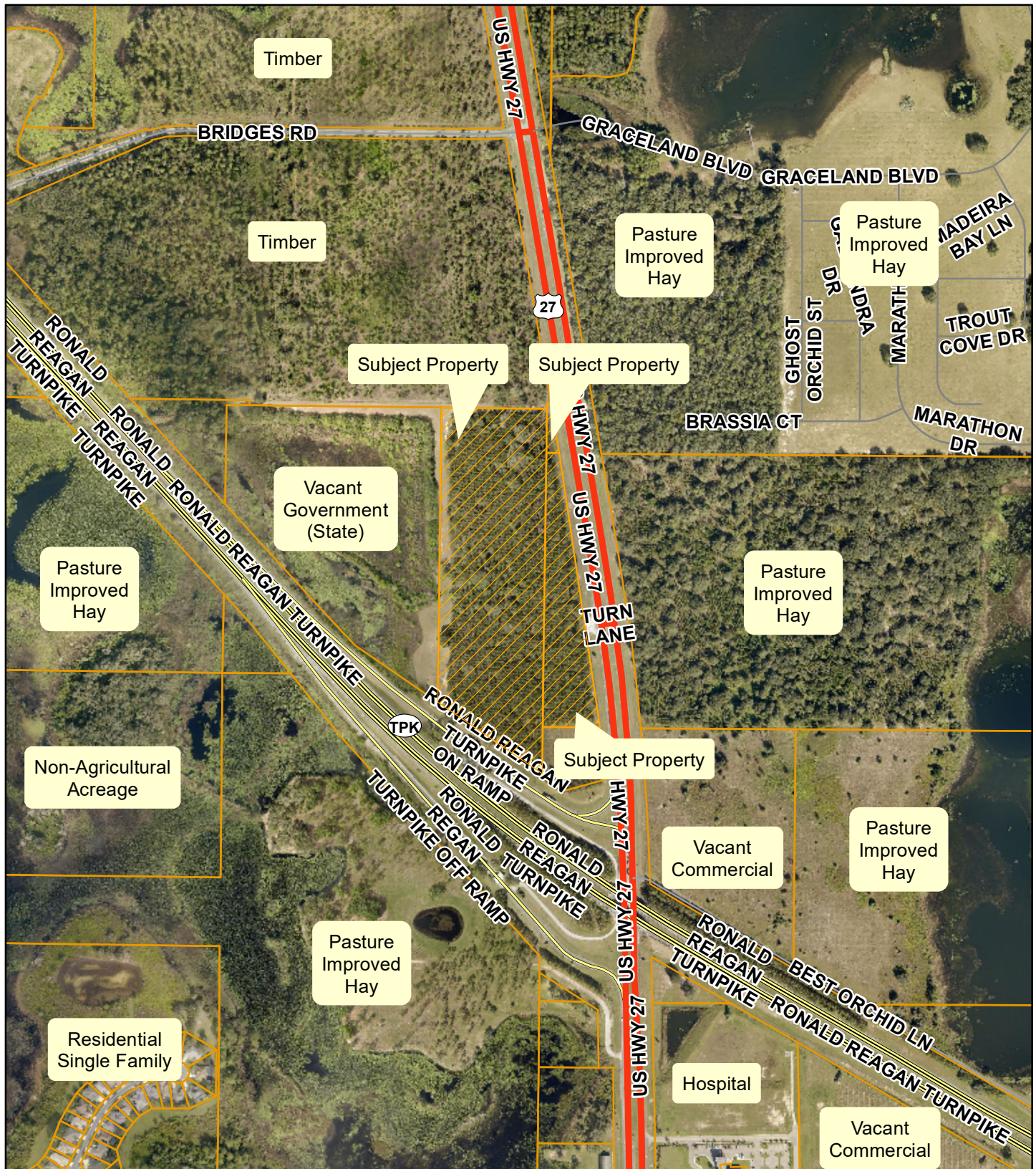
AK #: 1210313; Section 06 - Township 21 South - 25 East

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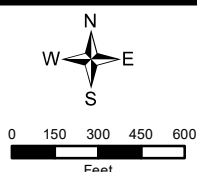
AK #: 1302307; Section 07 - Township 21 South - 25 East

April 30, 2025

Surrounding Land Uses



**Planning
& Zoning
Division**



Dilly Lake Multifamily and Convenience Store

US Hwy 27 and Florida's Turnpike N

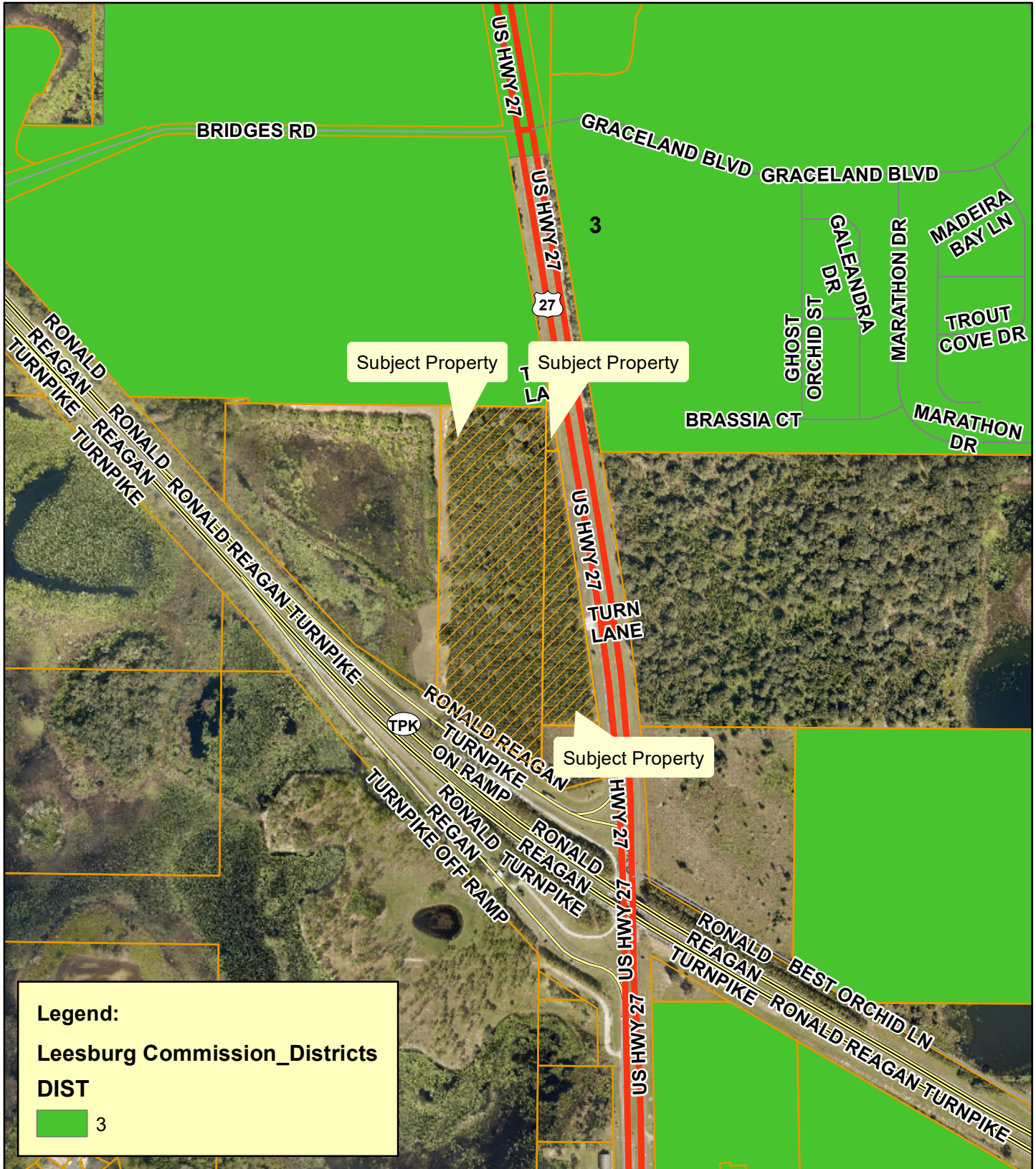
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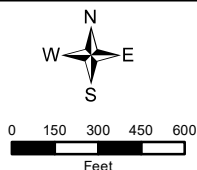
AK #: 1302307; Section 07 - Township 21 South - 25 East

April 30, 2025

Commission District



**Planning
& Zoning
Division**



Dilly Lake Multifamily and Convenience Store
 US Hwy 27 and Florida's Turnpike N

AK #: 1210313; Section 06 - Township 21 South - 25 East

AK #: 1383561; Section 12 - Township 21 South - 24 East

AK #: 1302307; Section 07 - Township 21 South - 25 East

April 30, 2025

That portion of the South 237.65 feet of the West 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 6, Township 21 South, Range 25 East, lying West of the present Western Boundary line of U.S. Highway 27 which intersects said Section, Township and Range at the present time; Also all that part of Government Lot 1 lying West of U.S. Highway 27 in Section 7, Township 21 South, Range 25 East; Also the Northeast 1/4 of the Northeast 1/4 of Section 12, Township 21 South, Range 24 East, less the North 25 feet and less right-of way of Florida Sunshine State Parkway; and Also that part of the North 510 feet of the Southeast 1/4 of the Northeast 1/4 of Section 12, Township 21 South, Range 24 East, lying North and East of Florida Sunshine State Parkway, in Lake County, Florida, and less that part in the Order of Taking recorded in Official Records Book 1172, Page 1209, Public Records of Lake County, Florida.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.3.

Meeting Date: July 14, 2025

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 24.43 +/- acres from Lake County Regional Office to City of Leesburg General Commercial, for a property generally located west of U.S. Highway 27 and north of Ronald Reagan Turnpike, lying in Sections 6, 7, and 12, Township 21 South, Range 24 and 25 East, Lake County, Florida; and providing an effective date. (Dilly Lake MF & Gas 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 24.43 +/- acres from Lake County Regional Office to City of Leesburg General Commercial.

Analysis:

The project site is approximately 24.43 acres. The property is generally located west of U.S. Highway 27 and north of the Ronald Reagan Turnpike. Currently, the property is undeveloped acreage. The proposed use is for multifamily residential and commercial uses. The surrounding Future Land Use Map designations of Lake County Urban Low Density, Regional Office, and Rural and City of Leesburg General Commercial, Low Density and Estate Residential are compatible, as conditioned in the Rezoning, with the proposed future land use designation of City General Commercial. The proposed zoning designation of City PUD (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 May 22, 2025, and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested small-scale comprehensive plan amendment from Lake County Regional Office to City of Leesburg General Commercial; or

2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

There is no direct fiscal impact on the City from this action. Future development of the property will increase this anticipated impact from the 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 24.43 +/- ACRES FROM LAKE COUNTY REGIONAL OFFICE TO CITY OF LEESBURG GENERAL COMMERCIAL, FOR A PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 27 AND NORTH OF RONALD REAGAN TURNPIKE, LYING IN SECTIONS 6, 7, AND 12, TOWNSHIP 21 SOUTH, RANGE 24 AND 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (DILLY LAKE MF & GAS 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 24.43 acres of land generally located west of U.S. Highway 27 and north of Ronald Reagan Turnpike from Lake County Regional Office to City of Leesburg General Commercial, as shown on the revised map of said area, lying in Sections 6, 7, and 12, Township 21 South, Range 24 and 25 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 the _____ day of _____ 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

That portion of the South 237.65 feet of the West 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 6, Township 21 South, Range 25 East, lying West of the present Western Boundary line of U.S. Highway 27 which intersects said Section, Township and Range at the present time; Also all that part of Government Lot 1 lying West of U.S. Highway 27 in Section 7, Township 21 South, Range 25 East; Also the Northeast 1/4 of the Northeast 1/4 of Section 12, Township 21 South, Range 24 East, less the North 25 feet and less right-of way of Florida Sunshine State Parkway; and Also that part of the North 510 feet of the Southeast 1/4 of the Northeast 1/4 of Section 12, Township 21 South, Range 24 East, lying North and East of Florida Sunshine State Parkway, in Lake County, Florida, and less that part in the Order of Taking recorded in Official Records Book 1172, Page 1209, Public Records of Lake County, Florida.



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

DATE: May 22, 2025
OWNER: CFLTS – Zhan Li
PETITIONER: CFLTS – Zhan Li, Owner, and Robert Moon, KPM Franklin, Agent
PROJECT: Dilly Lake Multifamily and Convenience Store
REQUEST: A Request to Amend the Comprehensive Plan from Lake County Regional Office to City of Leesburg General Commercial.
CASE NO.: SSCP-25-519

THE PLANNING & ZONING DEPARTMENT RECOMMENDS:

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

1. This project meets the requirements of Chapter 163.3187 Florida Statutes, for Small Scale Comprehensive Plan Amendments.
2. The proposed request is compatible with the adjacent Future Land Use designations of Lake County Regional Office and Urban Low Density and City of Leesburg General Commercial.
3. The proposed request is compatible with the proposed zoning of City of Leesburg PUD (Planned Unit Development), as conditioned.
4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6 and 1.8.

Action Requested:

1. Vote to **approve** the Small-Scale Comprehensive Plan amendment from Lake County Regional Office to City of Leesburg General Commercial, and forward the recommendation to the City Commission for consideration.

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

DATE: May 22, 2025
OWNER: CFLTS – Zhan Li
PETITIONER: CFLTS – Zhan Li, Owner, and Robert Moon, KPM Franklin, Agent
PROJECT: Dilly Lake Multifamily and Convenience Store
REQUEST: A Request to Amend the Comprehensive Plan from Lake County Regional Office to City of Leesburg General Commercial and Rezone from Lake County PUD (Planned Unit Development) to the City of Leesburg PUD (Planned Unit Development).
CASE NO.: ANNX-25-518; SSCP-25-519; PUD-25-520

GENERAL LOCATION: West of US 27 and north of Ronald Reagan Turnpike.

FUTURE LAND USE DESIGNATION: Lake County Regional Office

SURROUNDING FUTURE LAND USE DESIGNATION:

- North – Lake County Urban Low Density.
City of Leesburg General Commercial, Low Density and Estate Residential
- South – Lake County Regional Office and Urban Low Density
City of Leesburg General Commercial and Estate Residential
- East – Lake County Regional Office and Urban Low Density
City of Leesburg Estate Residential
- West – Lake County Regional Office and Rural.

PROPOSED FUTURE LAND USE DESIGNATION: City of Leesburg General Commercial.

EXISTING ZONING DESIGNATION: Lake County PUD (Planned Unit Development)

SURROUNDING ZONING DESIGNATIONS:

- North – Lake County A (Agriculture)
City of Leesburg PUD (Planned Unit Development)
- South – Lake County A (Agriculture) and C-2 (Community Commercial District)
City of Leesburg PUD (Planned Unit Development)
- East – Lake County A (Agriculture) and C-2 (Community Commercial District)
City of Leesburg PUD (Planned Unit Development)
- West – Lake County A (Agriculture) and PUD (Planned Unit Development)

PROPOSED ZONING DESIGNATION: City of Leesburg Planned Unit Development

EXISTING LAND USE: Timber

SURROUNDING EXISTING LAND USE:

- North – Timber; Pasture Improved Hay
- South – Vacant Commercial; Pasture Improved Hay; Single Family Residential; Hospital
- East – Pasture Improved Hay
- West – Vacant Government (State); Pasture Improved Hay; Non-Agricultural Acreage

PROPOSED LAND USE: Multi-Family and Commercial.

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

DATE: May 22, 2025
OWNER: CFLTS – Zhan Li
PETITIONER: CFLTS – Zhan Li, Owner, and Robert Moon, KPM Franklin, Agent
PROJECT: Dilly Lake Multifamily and Convenience Store
REQUEST: A Request to Amend the Comprehensive Plan from Lake County Regional Office to City of Leesburg General Commercial and Rezone from Lake County PUD (Planned Unit Development) to the City of Leesburg PUD (Planned Unit Development).
CASE NO.: ANNX-25-518; SSCP-25-519; PUD-25-520

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments – As of 05/16/2025

FIRE

In reference to Case Number SSCP-25-519, PUD-25-520:

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number SSCP-25-519, PUD-25-520 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.

4.1.2.1

The fire department shall establish the following performance objectives for the first-due response zones that are identified by the AHJ:

- (1) Alarm handling time completion in accordance with 4.1.2.3
- (2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
- (3)* 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
- (4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
- (5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
- (8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or basic life support (BLS) unit arrived in 240 seconds or less travel time

– Amanda Stevenson 05/14/2025

ELECTRIC

This is outside Leesburg electric territory. – Steve Davis 05/02/2025

GAS

No comment. – Wayne Williams 05/02/2025

GIS

No comments – As of 05/16/2025

BUILDING

No comments – As of 05/16/2025

PUBLIC WORKS

No comments – As of 05/16/2025

ADDRESSING

No comments – As of 05/16/2025

ECONOMIC DEVELOPMENT

No comments – As of 05/16/2025

LAKE COUNTY PUBLIC WORKS

I have no comment as future access for the property/development would be from US, a FDOT maintained roadway. Based on preliminary info there does not appear to be a Lake County road adjacent to the site. – Seth Lynch 05/02/2025

LAKE COUNTY SCHOOLS

This residential project is subject to school concurrency review. The applicant should contact the school district for more information on this process. – Heather Croney 05/02/2025

PUBLIC RESPONSES

Approval

No comments – As of 05/16/2025

Disapproval

No comments – As of 05/16/2025

Notice of Appearance filed:

No comments – As of 05/16/2025

PUBLIC COMMENTS (APPROVAL)

No comments – As of 05/16/2025

PUBLIC COMMENTS (DISAPPROVAL)

No comments – As of 05/16/2025

PUBLIC COMMENTS (UNDECIDED)

No comments – As of 05/16/2025

Extended Aerial



**Planning
& Zoning
Division**



0 360 720 1,080 1,440
Feet

Dilly Lake Multifamily and Convenience Store
US Hwy 27 and Florida's Turnpike N

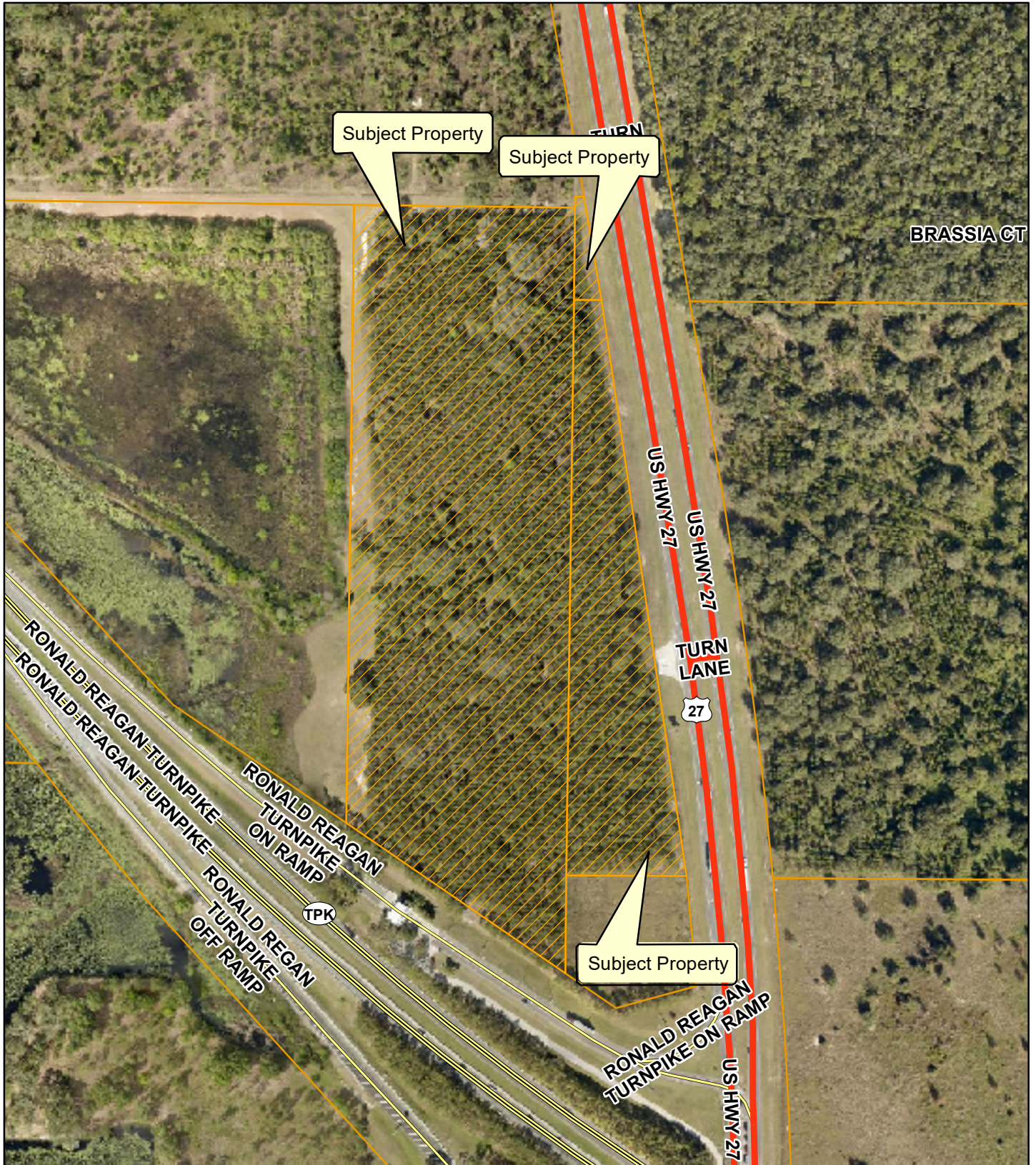
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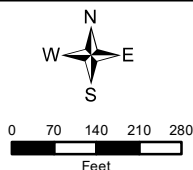
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April 30, 2025

Aerial



**Planning
& Zoning
Division**



Dilly Lake Multifamily and Convenience Store
US Hwy 27 and Florida's Turnpike N

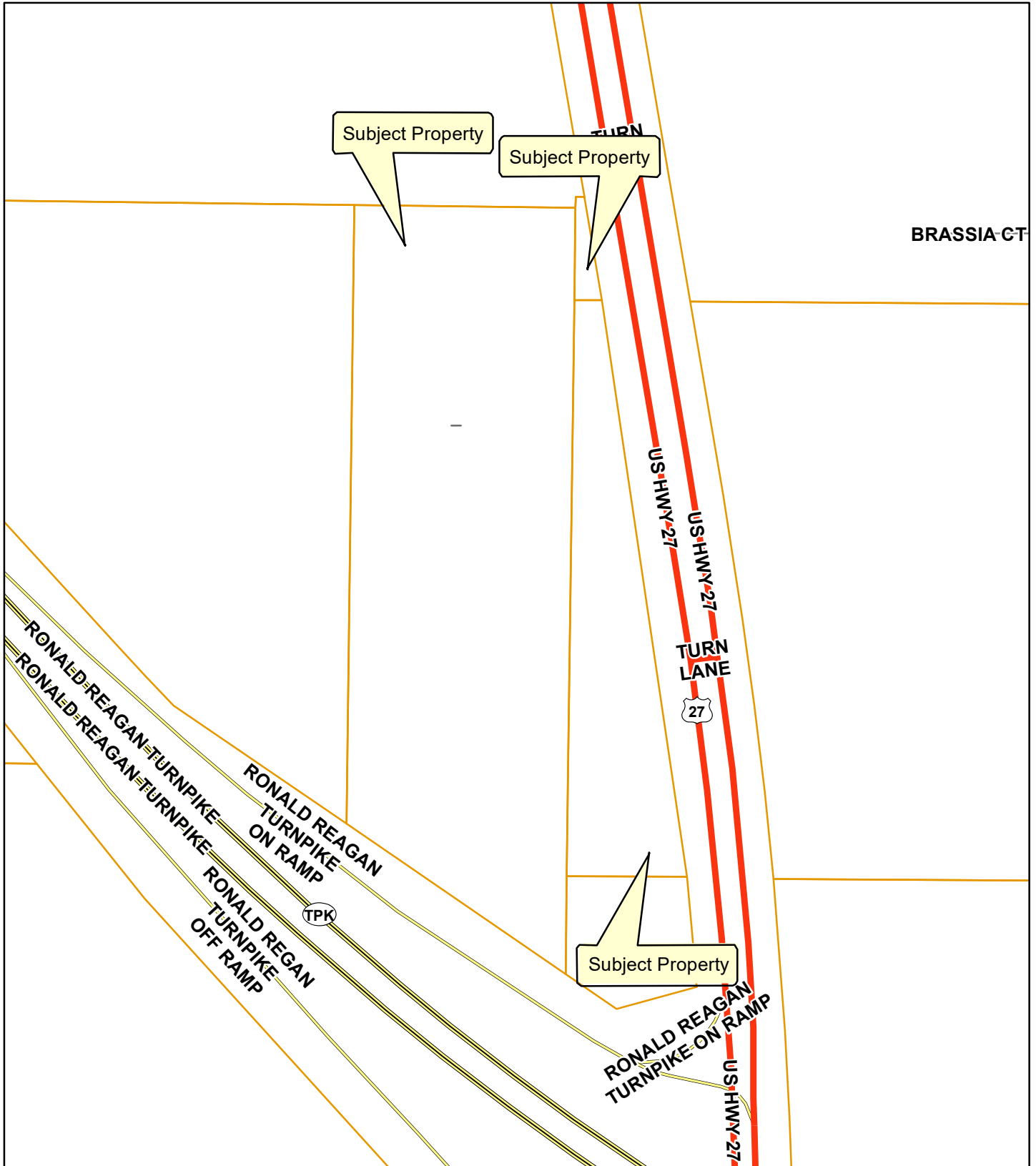
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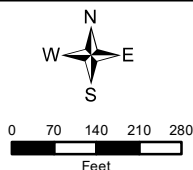
AK #: 1302307; Section 07 - Township 21 South - 25 East

April 30, 2025

Locator



**Planning
& Zoning
Division**



Dilly Lake Multifamily and Convenience Store

US Hwy 27 and Florida's Turnpike N

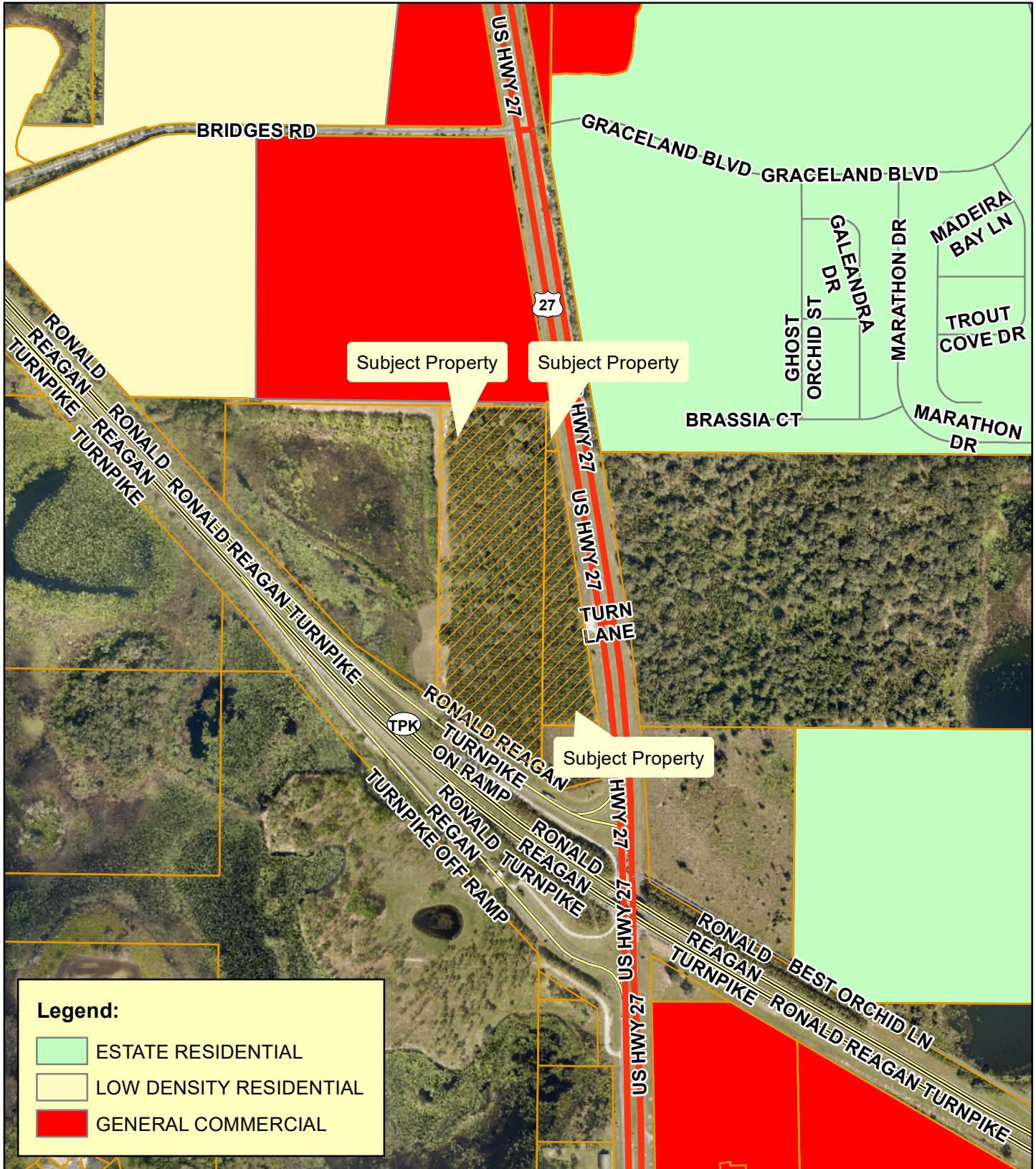
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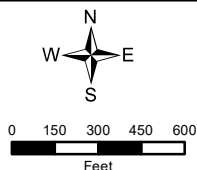
AK #: 1302307; Section 07 - Township 21 South - 25 East

April 30, 2025

City of Leesburg Future Land Use



**Planning
& Zoning
Division**



Dilly Lake Multifamily and Convenience Store
US Hwy 27 and Florida's Turnpike N

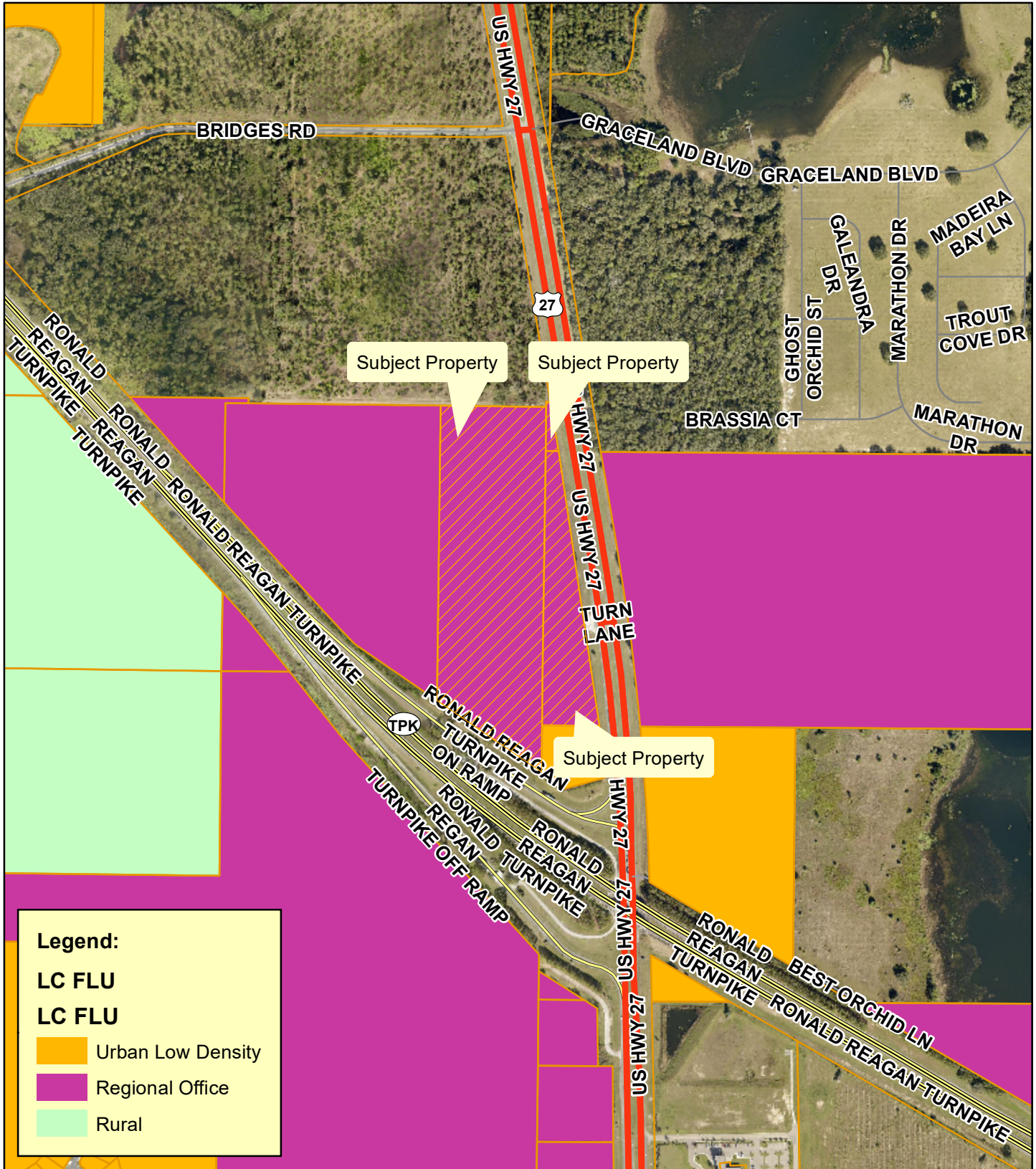
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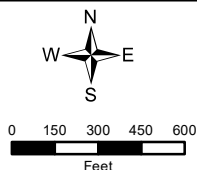
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April 30, 2025

Lake County Future Land Use



**Planning
& Zoning
Division**



Dilly Lake Multifamily and Convenience Store

US Hwy 27 and Florida's Turnpike N

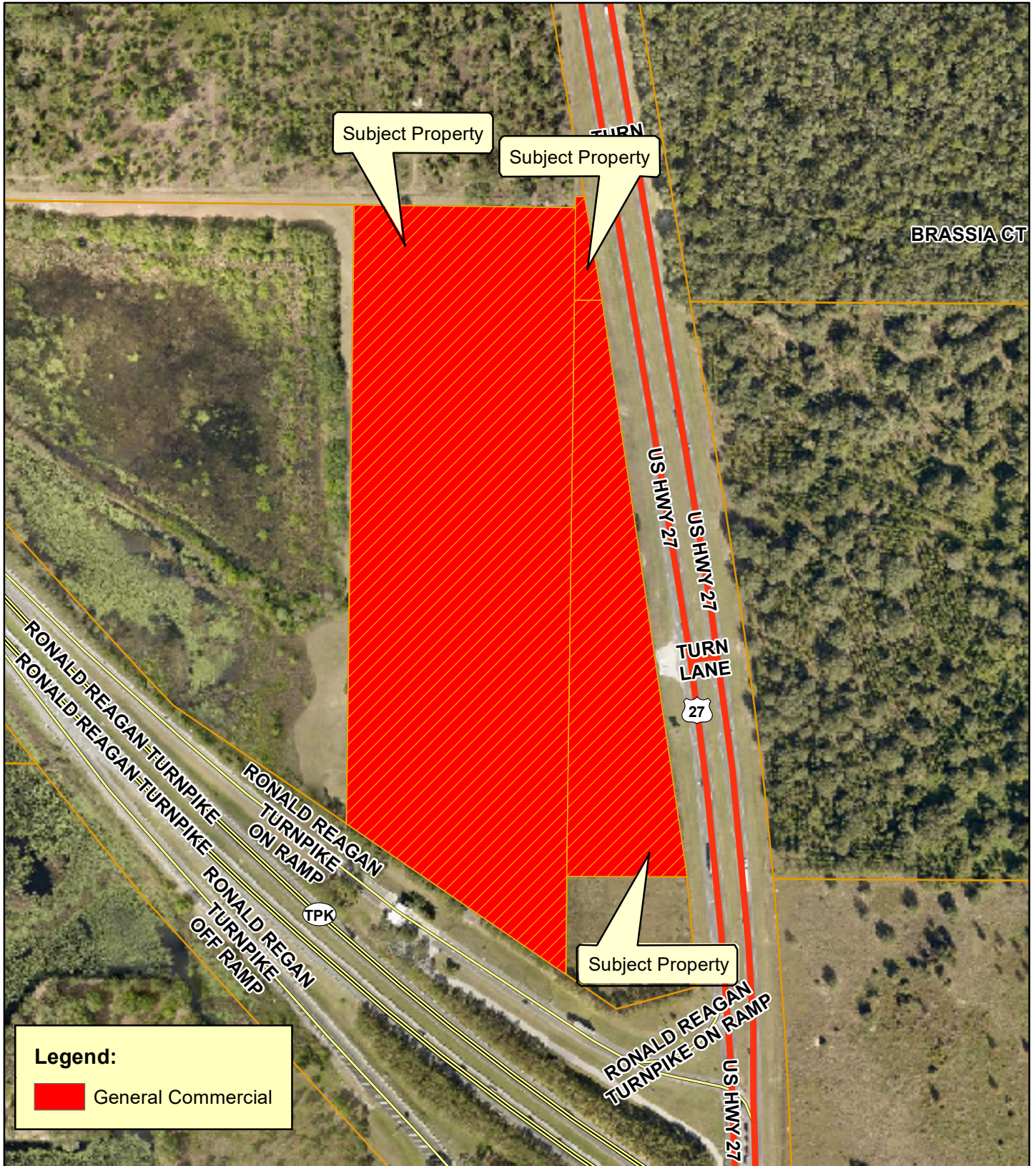
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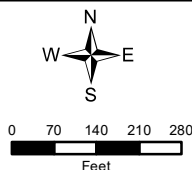
AK #: 1302307; Section 07 - Township 21 South - 25 East

April 30, 2025

Proposed Future Land Use



**Planning
& Zoning
Division**



Dilly Lake Multifamily and Convenience Store
US Hwy 27 and Florida's Turnpike N

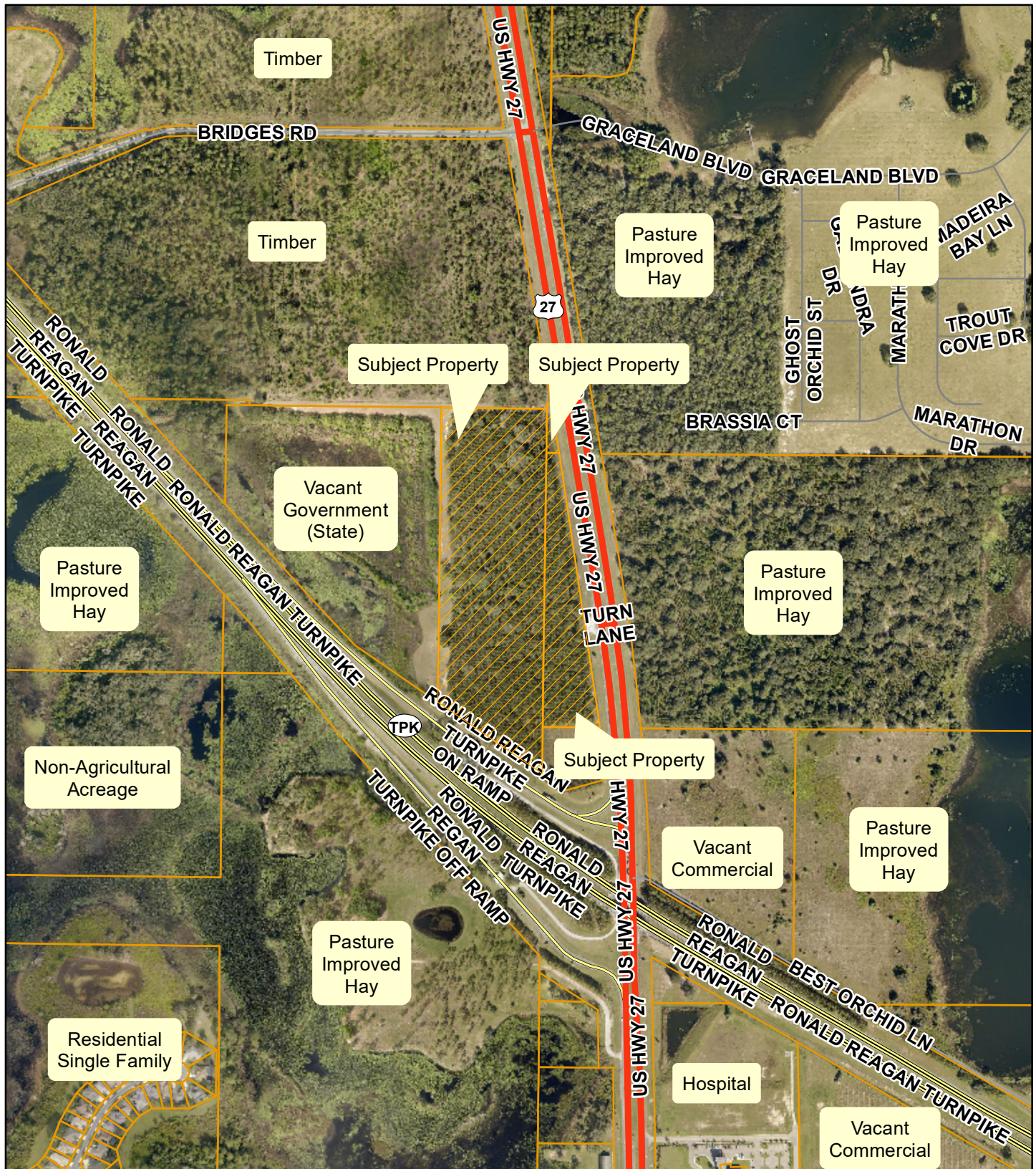
AK #: 1210313; Section 06 - Township 21 South - 25 East

AK #: 1383561; Section 12 - Township 21 South - 24 East

AK #: 1302307; Section 07 - Township 21 South - 25 East

April 30, 2025

Surrounding Land Uses



Dilly Lake Multifamily and Convenience Store

US Hwy 27 and Florida's Turnpike N

AK #: 1210313; Section 06 - Township 21 South - 25 East

AK #: 1383561; Section 12 - Township 21 South - 24 East

AK #: 1302307; Section 07 - Township 21 South - 25 East

April 30, 2025

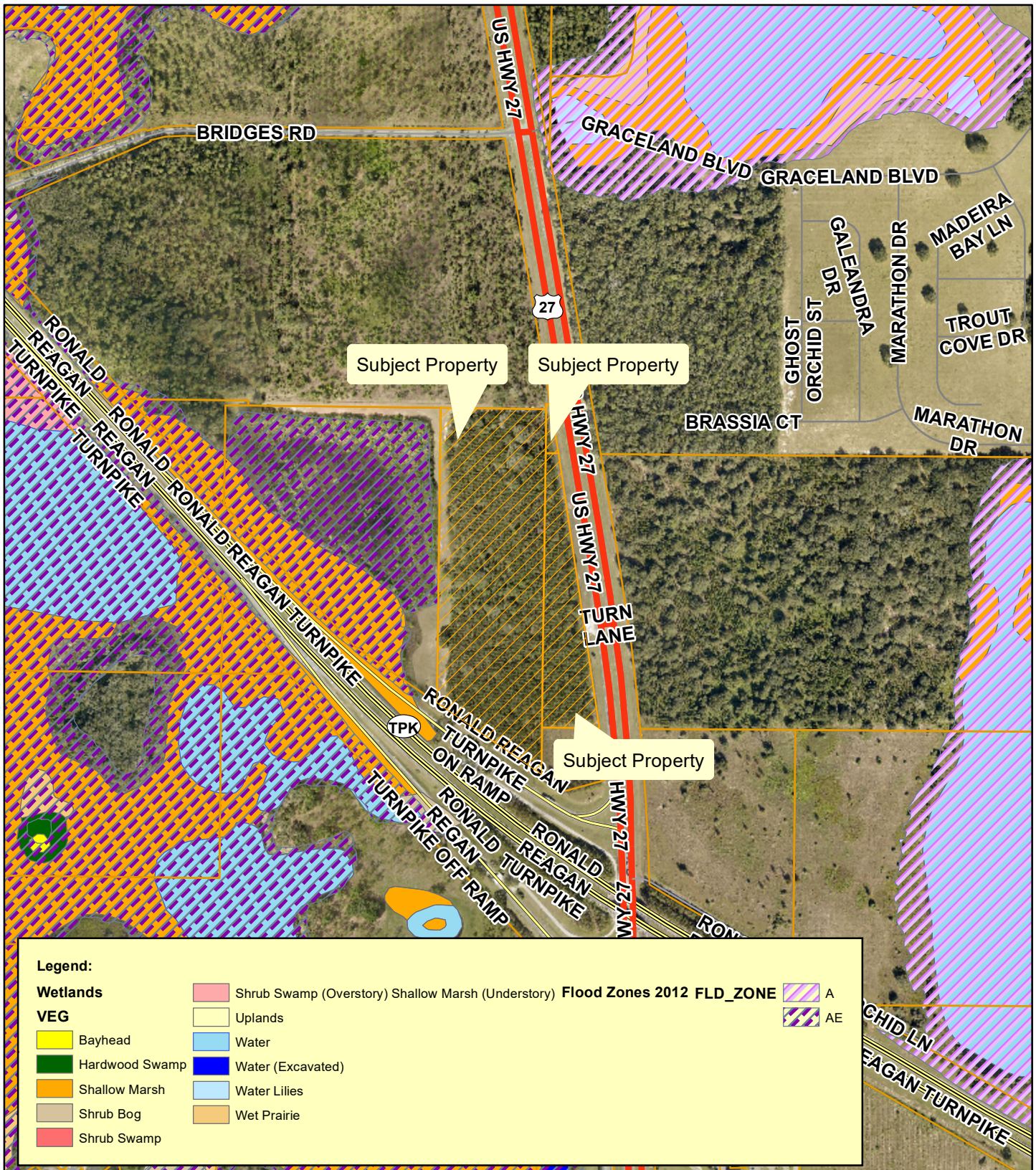


**Planning
& Zoning
Division**

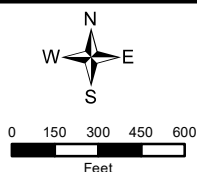


0 150 300 450 600
Feet

Flood Zone and Wetlands



**Planning
& Zoning
Division**



Dilly Lake Multifamily and Convenience Store
US Hwy 27 and Florida's Turnpike N

AK #: 1210313; Section 06 - Township 21 South - 25 East

AK #: 1383561; Section 12 - Township 21 South - 24 East

AK #: 1302307; Section 07 - Township 21 South - 25 East

April 30, 2025

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.4.

Meeting Date: July 14, 2025

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 24.43 +/- acres from Lake County PUD (Planned Unit Development) and to City of Leesburg PUD (Planned Unit Development) to allow for the development of 300 multi-family dwelling units and convenience store with 16 fueling stations, for a property generally located west of U.S. Highway 27 and north of Ronald Reagan Turnpike, lying in Sections 6, 7, and 12, Township 21 South, Range 24 and 25 East, Lake County, Florida; and providing an effective date. (Dilly Lake MF & Gas PUD)

Staff Recommendation:

Planning and Zoning Staff recommend approval of the request to rezone the subject property from Lake County PUD (Planned Unit Development) to City of Leesburg PUD (Planned Unit Development) to allow for the development of 300 multi-family dwelling units and convenience store with 16 fueling stations.

Analysis:

The project site is approximately 24.43 +/- acres, and is generally located west of U.S. Highway 27 and north of Ronald Reagan Turnpike as shown on the attached maps. At this time, the property is undeveloped acreage. The proposal will allow for the development of 300 multi-family dwelling units and convenience store with 16 fueling stations. The existing land uses surrounding the property are Timber, Pasture Improved Hay, Non-Agricultural Acreage, Vacant Commercial, Single Family Residential, Hospital, and Vacant Government (State). 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 May 22, 2025, and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to City PUD (Planned Unit Development); or

2. Other 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 24.43 +/- ACRES FROM LAKE COUNTY PUD (PLANNED UNIT DEVELOPMENT) AND TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR THE DEVELOPMENT OF 300 MULTI-FAMILY DWELLING UNITS AND CONVENIENCE STORE WITH 16 FUELING STATIONS, FOR A PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 27 AND NORTH OF RONALD REAGAN TURNPIKE, LYING IN SECTIONS 6, 7, AND 12, TOWNSHIP 21 SOUTH, RANGE 24 AND 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (DILLY LAKE MF & GAS PUD)

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

Section 1.

Based upon the petition of Robert Moon, of KPM Franklin, on behalf of CFLTS – Zhan Li, "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 Lake County PUD (Planned Unit Development) to City of Leesburg PUD (Planned Unit Development), to-wit:

**(Legal Description)
(See Exhibit B)**

Section 2.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____ 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

**DILLY LAKE PLANNED DEVELOPMENT
PUD (PLANNED UNIT DEVELOPMENT AGREEMENT)
May 22, 2025**

These Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district are granted by the City of Leesburg, Lake County, Florida to **CFLTS LLC – ZHAN LI, 8615 Commodity Circle, Suite 17, Orlando, Florida, 32819 (Robert Moon, P.E. KPM Franklin, 6300 Hazeltine National Drive, Suite 118, Orlando, Florida 32822 - Agent)** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 “Zoning”, Section 25-278 “Planned Unit Development” of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed mixed-use development consisting of approximately 24 acres, containing a maximum of 300 multi-family residential units and 10,000 square feet of commercial uses, generally located on the west side of U.S. Highway 27, and north of the Florida Turnpike, 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

Permission is hereby granted to **CFLTS LLC – ZHAN LI, 8615 Commodity Circle, Suite 17, Orlando, Florida, 32819 (Robert Moon, P.E. KPM Franklin, 6300 Hazeltine National Drive, Suite 118, Orlando, Florida 32822 - Agent)** to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.

2. LEGAL DESCRIPTION

See attached Exhibit B, Legal Description.

3. LAND USE

The above-described property, containing approximately 24.43 acres, shall be used for residential and commercial development, pursuant to City of Leesburg development codes and standards, and shall occupy the areas shown on Exhibit C, Conceptual Development Plan, subject to the conditions of this document.

A. Permitted Uses – Residential Areas

1. Multi-family dwellings.
2. Accessory structures for residential uses.
3. Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar.
4. Temporary modular sales center and construction offices (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

B. Permitted Uses – Commercial Area

1. General retail sales/services
2. Restaurants
3. Pharmacy uses
4. Medical offices/clinics
5. Veterinary/Pet care
6. Professional offices (i.e. registered with state) and general office uses under Sec. 25-284 (7) (b) *Office*.
7. Coffee shops with or without drive-thru
8. Day care centers
9. Fitness centers
10. Personal services, (i.e. beauty salons, spa, etc., also see prohibited uses)
11. Other uses may be permitted as reviewed by the Planning & Zoning Director, in writing, which shall follow the C-3 (Highway Commercial) zoning district requirements, as amended, subject to the conditions of this document.
12. Temporary modular sales center and construction office during construction phase of the commercial pod.

C. Prohibited Uses – All areas

1. Industrial uses
2. Auto sales/dealership
3. Tattoo Parlors
4. Check cashing stores
5. Adult uses
6. Internet Café uses
7. Second hand (thrift) stores
8. Consignment shops
9. Pawn shops
10. Smoke shops

11. Junk or scrap collection/distribution
12. Recycling facility
13. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

4. RESIDENTIAL DEVELOPMENT STANDARDS

A. General standards

1. The project shall contain a maximum 300 multi-family residential units, at a gross density not to exceed four (12.43) units per acre, plus a maximum of 10,000 square feet of commercial uses, on the total 24+/- acre site, as shown on Exhibit C, Conceptual Development Plan.
2. Residential development shall be substantially consistent with Exhibit C, Conceptual Development Plan, and as listed below.
3. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions set forth herein
4. The minimum development standards shall be those required for the R-3 (High Density Residential) district except as amended by this agreement.
5. Maximum impervious surface for the multi-family development shall be 65%.
6. The development may consist of a combination of studio, one-, two- or three-bedroom units. Each dwelling unit shall meet the following size requirements:
 - a. Studio units shall not be less than 700 square feet.
 - b. One-bedroom units shall not be less than 800 square feet.
 - c. Two-bedroom units shall not be less than 900 square feet.
 - d. Three-bedroom units shall not be less than 1,000 square feet.
 - e. The maximum height shall be three (3) stories, or 45 feet.

B. Setbacks, impervious surface & distance between structures (residential)

1. Setbacks
 - a. North - 30 feet
 - b. South -30 feet
 - c. East - 30 feet (front setback along U.S. Highway 27)
 - d. West -30 feet
2. Impervious surface
 - a. Maximum impervious surface for the residential area shall be 65%. Swimming pools shall not count toward the impervious surface calculation.
3. Distance between structures
 - a. For multi-family and commercial units, shall be a minimum of twenty (20) feet, as measured from building wall to building wall.
4. Accessory structures
 - a. Shall have a minimum rear and side setback of five (5) feet and single accessory structures that are not attached to the principal structure shall not occupy more than thirty (30) percent of the required yard.

C. Architecture (residential)

1. The external architecture of the buildings at a minimum shall incorporate the same design elements of the elevation submitted as Exhibit D, Conceptual Elevations. Variations with similar characteristics may be approved by the Planning & Zoning Director.
2. All primary and accessory use structures for multi-family development shall be required to meet the conditions of the City of Leesburg Architectural Standards of Section 25-360, (Ordinance 16-35), as amended.

5. COMMERCIAL DEVELOPMENT STANDARDS

A. General

1. The project shall contain a maximum of 10,000 square feet of commercial uses, as shown on Exhibit C, Conceptual Development Plan. The location of commercial structures and uses may vary within the project, but shall substantially comply with the example as shown on Exhibit C, Conceptual Development Plan.

B. Development standards for commercial properties

Shall be as shown on the Conceptual Development Plan, Exhibit C, and as follows:

1. Setbacks shall be as follows, measured from property line to vertical wall of the structure
 - a. North - 30 feet
 - b. South - 30 feet
 - c. East - 30 feet (front setback, along U.S. Hwy 27)
 - d. West - 30 feet
 - e. Between buildings: 20 feet
2. Maximum impervious surface for the commercial area shall be 65%.
3. Minimum distance between structures shall be twenty (20) feet, as measured from building wall to building wall. Roof overhang: shall not exceed forty (40) percent of the distance between the building wall and the property line.
4. Maximum building height: four (3) stories or 45 feet.
5. Accessory structures shall have a minimum rear and side setback of 5 feet and single accessory structures that are not attached to the principal structure shall not occupy more than 30 percent of the required yard.
6. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development), Exhibit C Conceptual Development Plan, and the zoning conditions set forth herein.

C. Commercial/Non-Residential General and Architectural Standards

1. The City of Leesburg, under Ordinance 16-35, adopted Commercial Architectural Standards, now codified under Section 25-360, City of Leesburg Code of Ordinances. This section shall be required for all non-residential construction for the subject property.
2. All commercial development shall follow the C-3 (Highway Commercial)

development standards except as amended herein.

3. A minimum of thirty-five (35) percent of the site within the commercial area shall be developed as open space, including retention areas, buffer and landscaped areas. Parking areas and vehicle access areas shall not be considered in calculating open space.
4. With the exception of building height and setbacks, spatial requirements set forth herein for non-residential structures shall be deemed satisfied provided as-built measurements do not deviate from such requirement by more than five (5) percent.
5. The Permittee shall utilize "Dark Sky" lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are shown on as Exhibit E, attached hereto.
6. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Director or designee.
7. Architectural facades shall be submitted to staff to review for consistency with the conditions of this PUD agreement.

6. PARKING

A. General

1. The permittee shall have off-street parking spaces within all areas of the property per an approved site plan pursuant to the City of Leesburg Code of Ordinances. Nonresidential development shall include the required number of handicapped parking spaces.
2. The location and design of the proposed parking areas will be reviewed during the site plan review process to provide for adequate parking, which may limit the permitted uses of the site.

B. Residential Parking

1. All residential areas shall provide parking distributed throughout the residential areas, as shown on Exhibit C, Conceptual Development Plan. Minimum parking standards of the City of Leesburg Code of Ordinances shall apply.

C. Commercial Parking

1. All parking aisles shall contain landscape islands located at the end of each aisle and at intervals of at least one (1) each ten (10) spaces in parking aisles. Each landscape island shall be at least 200 square feet, and contain at a minimum, one canopy or understory tree, plus shrubs and groundcover. Landscape islands are to be maintained by a Property Management entity, or other private maintenance designee. Minimum parking standards of the City of Leesburg Code of Ordinances shall apply.

7. OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS

- A. A minimum of 35% open space shall be provided throughout the development. Open space may contain buffers, wetlands, retention, and recreation areas.

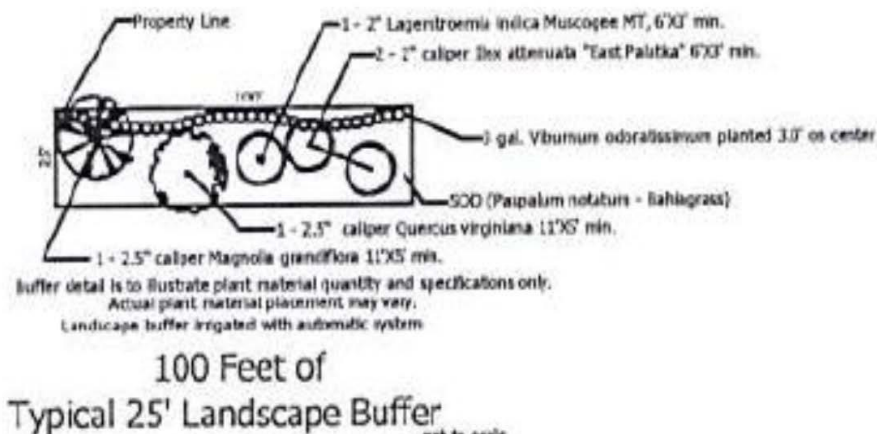
- B. A master landscape plan shall be submitted for review by City staff for all landscaping, buffer and boundary areas, parking lots, access roads, entry ways and new construction. This plan shall be reviewed for consistency with this PUD document and the Conceptual Site Plan (Exhibit C) and City of Leesburg landscape code requirements.
- C. All landscaped areas shall be designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- D. A minimum twenty-five (25) foot buffer tract with plantings as shown in Figure A below, shall be provided along the entire boundary of the property, and shall be constructed simultaneously with each phase of development. All landscape buffers shall be separate tracts, shall not consist of, nor be part of individually platted lots. Such buffers shall be common areas, and shall be maintained by an entity such as a Property Management entity.
- E. A four (4) foot tall earthen berm shall be constructed along the residential portion of the development's eastern boundary adjacent to U.S. Highway 27, which is supplemented with plantings on top of the berm to provide a visual and noise buffer to the roadway. This buffer shall be constructed within the 25-foot buffer required elsewhere herein, and shall contain landscaping as meeting the City of Leesburg landscape code requirements.
- F. A six (6) foot fence consisting of wrought iron or aluminum rail material, with monument column features, such as shown in Exhibit F, Conceptual Fence Examples, shall be constructed between the residential and commercial areas of the Said fence shall be located on the southern boundary of the commercial use, adjacent to the edge of the associated parking lot(s). A five (5) foot planted landscape buffer on the north and south sides of the fence shall be required. The fencing requirements shall substantially comply with the fence examples shown in Exhibit F, Conceptual Fence Examples.
- G. Fencing shall be constructed simultaneously with each phase of development for each required type and location of fence, adjacent to the phase of development, per the PUD Conditions and subsequent Phasing Plan.
- H. Variations to the fencing and buffering requirements of this document may be approved by the Planning and Zoning Director or designee, to the extent that the overall intent of this PUD is maintained.
- I. All fences shall be maintained by the residential Property Management entity.
- J. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.
- K. Unless noted otherwise herein, 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



- L. All new non-residential construction shall comply with Section 25-329 *Landscape Buffer Requirements*, City of Leesburg Code of Ordinances, for landscaping around building areas, including a five (5) foot landscape buffer around each building perimeter area facing the entrance and sides. All new structures shall extend the required landscape perimeter area to include all sides visible to the general public. Rear side of each building shall be exempt from landscaping where the rear of the building is not visible to the general public using the building.
- M. All buffers along the exterior property lines shall be distinct and separate from the residential lots, commercial, hotel, and medical parcels and properties, which shall be owned and maintained by a Property Owners or Homeowners Association.

- N. Nothing herein shall be construed to prevent the developer/or property owners from increasing buffer widths and/or plantings.
- O. Variations to the landscape and buffering requirements of this document may be approved by the Planning and Zoning Director or designee, to the extent that the overall intent of the PUD and the Landscaping Code are maintained, including consideration of any existing fencing on adjacent properties and existing natural vegetative buffers. Use of the University of Florida IFAS (Institute of Food and Agricultural Sciences) approved standards for “Florida Friendly Landscaping” will also be acceptable.
- P. The surveying of trees on the property shall be conducted as follows:
 - 1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
 - 2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
 - 3. The tree survey shall be completed by a licensed surveyor or arborist.

8. SITE ACCESS

- A. The project shall have a minimum of two (2) primary access points on U.S. Highway 27, (one for the residential area and one for the commercial area) plus one emergency access point, as shown on the Conceptual Development Plan Exhibit C, subject to FDOT and/or Lake County and City of Leesburg approval. These entrances shall be constructed in a “boulevard style” (divided roadway with landscaped minimum eight-foot (8) wide median throughout). The boulevard access points shall be constructed in the style shown in Exhibit G, Divided Boulevard Example and Plantings. A minimum of one (1) emergency access point shall be constructed on the residential side of the development.
- B. All access points shall be designed to allow emergency access vehicles room to maneuver and have appropriate traffic flow. Each entrance shall be reviewed and adjusted by staff as needed at the Site Plan and Construction Plan review.
 - 1. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be reviewed by Lake County Public Works.
 - 2. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.

3. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.
- C. All access points shall be reviewed, as legally prescribed by Lake County Public Works, and/or FDOT as applicable, and shown on the Conceptual Development Plan (Exhibit C), as amended. All access points are conceptual and may be amended by staff, subject to site constraints or requirements. Actual location and design of all roads shall be determined during the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject to site plan application review process.
- D. All access points are subject to review by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.
- E. Cross access shall be required, as shown on the Conceptual Development Plan (Exhibit C), and any additional cross access shall be provided as needed at the time of development, to allow for connection points between this development and future development of adjacent property.

9. **SIGNAGE**

A. External Monument Signs

1. Each separate property/parcel within the development shall be allowed one (1) monument style sign located along U.S. Highway 27. with fully enclosed bases and supports. and shall be allowed as follows:
 - a. Max overall height: 25 feet
 - b. Max sign area: 80 square feet per side (2 sides)
 - c. Fully enclosed base, pursuant to one (1) of the following options:
 - i. The sign base shall be no less than ten percent (10%) of the sign height, and be clad in decorative masonry, brick, or stone; or
 - ii. The sign base shall feature architectural banding equal to ten percent (10%) of the total sign height, with the remainder of the sign base being stucco or other architecturally compatible material with the primary buildings.
 - iii. Base width: minimum 50% of sign area width
 - iv. Monument signs shall be located a minimum of ten (10) feet behind the right of way of U.S. Highway 27, and outside of the visibility triangle, as shown in in Section 9, Figure 1.

B. Internal Monument Signs

1. Signs internal to the development, except as amended in *Section 9 Signage, C and D*, shall be monument signs with fully enclosed bases and supports, and shall be allowed as follows:

- (i) Max overall height: 6 feet
- (ii) Max sign area: 24 square feet per side (2 sides)
- (iii) Fully enclosed base, minimum of two (2) feet in height, clad in decorative masonry, brick, or stone.
- (iv) Base width: minimum 50% of sign area width
- (v) Location minimum 5 feet behind right of way and outside of the visibility triangle, as shown below in Section 9, Figure 1.

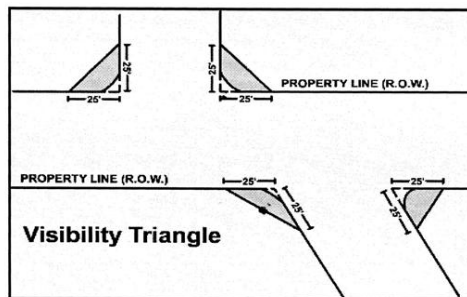
C. Wayfinding Signs

1. Wayfinding signs shall be located internal to the development, and shall be allowed as follows:
 - (i) Max overall height: 4 feet
 - (ii) Max sign area: 6 square feet per side (2 sides)
 - (iii) Location minimum 5 feet behind right of way and outside of the visibility triangle, as shown in in Section 9, Figure 1.

D. Residential Signage

1. The residential access point shall provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height on each side of the entryway. This may be used for signage per City of Leesburg Code of Ordinances, as amended.

Figure 1 – Visibility Triangle



E. Wall signs

1. Wall signs shall be permitted per City of Leesburg Code of Ordinances, as amended.
2. Any signage proposed by the Applicant not addressed herein, shall be pursuant to the City of Leesburg Code of Ordinances, as amended.

F. Alternative designs for signage 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.

G. All signs shall be submitted as a sign package to be reviewed as a separate permit from the site planning process.

10. TRANSPORTATION IMPROVEMENTS

- A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of required sidewalks, recreation paths etc.
- B. A traffic/transportation study/analysis shall be submitted for review and determination of any necessary access improvements, including any off-site improvements legally required by the Florida Department of Transportation, Lake County, the Lake-Sumter MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee.
- C. The Permittee shall provide necessary traffic improvements within and adjacent to the development which are legally required by Lake County, the Lake-Sumter MPO and City of Leesburg.
- D. All roads and paved areas within the development shall be designed and constructed to meet the City of Leesburg requirements.
- E. The Permittee shall be responsible for obtaining all necessary legally required Lake County permits and a copy of all permits shall be provided to the City of Leesburg.
- F. The City of Leesburg shall not be responsible for the construction of any roads or transportation improvements.
- G. All roads within the development shall be constructed to meet the City of Leesburg's standards, ARTICLE VII – TECHNICAL STANDARDS, as amended.
 - 1. Should the Permittee (or designee) desire to dedicate the proposed project's internal road system to the City of Leesburg; the Permittee shall demonstrate to the satisfaction of the City of Leesburg that the road system is in suitable condition and meets all City of Leesburg road design requirements.
 - 2. Should the Permittee (or designee) choose to retain the roadways, the Permittee shall establish an appropriate legal entity that shall accept responsibility to pay the cost and perform all services required to maintain the roads and transportation improvements to City of Leesburg codes and standards, as amended. A Homeowners or Property Owners Association, or other such legal entity will be considered acceptable.
- H. Sidewalks shall be provided on interior of the entrance road(s) and internal roads, and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall contain sidewalks as determined by the Development Review Committee. All sidewalks shall be constructed in accordance with City of Leesburg Codes.
- I. The terms and requirements of this section shall not be interpreted to preclude or interfere with the creation, provision, extension or development of future rights of

way, easements, access points and/or roadways designed for the purposes of increasing access and egress to the property.

11. UTILITIES

- A. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, 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:
 - 1. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes and the Development Site Plan review process.
- C. 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, 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.
- D. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

12. STORMWATER/DRAINAGE MANAGEMENT

- A. All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. 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:
 - (i) A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
 - (ii) A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
 - (iii) A responsible legal entity for the maintenance of the stormwater management system prior to the approval of Certificates of Occupancy. A Property Management entity is an acceptable maintenance entity.

1. Such a maintenance entity shall own and maintain all ponds, swales, drains, and other such stormwater management systems, as applicable.
 2. All ponds, swales, drains, and other such stormwater management systems, shall be maintained in a manner as to maintain the original function of such a feature.
- (iv) The existing 100-year flood plain on the property shall be shown on all plans and lots.
- (v) 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.
- (vi) 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.
- B. 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.
- C. All wet stormwater ponds greater than 0.25 acres in size shall have a minimum of one (1) functioning fountain/aerator for the purpose of aesthetic and public health considerations. Such fountains/aerators shall be owned and maintained by the Property Management entity required elsewhere herein.

13. 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 Property Management entity. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted

lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.

- C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary, or as determined under review by the appropriate review agency, i.e. City of Leesburg, St. Johns River Water Management District.
- D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet, or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.
- E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.
- F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.
- G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.
- H. A map indicating the location of the 100-year flood plain.
- I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

14. IRRIGATION & WATER USE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.

- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.
- C. For purposes of water conservation, all irrigated areas shall meet the requirements of section 25-337(c)(4), as amended, City of Leesburg Code of Ordinances.

15. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site shall include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents, as seen on the attached Conceptual Development Plan, Exhibit C.
- B. Recreational requirements shall include a minimum of four (4) active recreation areas, at a minimum of 1.4 total acres provided, as shown in Exhibit C, Conceptual Development Plan. The location of these sites may vary based on final design. The uses in these primary active recreation areas shall consist of:
 - 1) An amenity building and swimming pool,
 - 2) A walking trail around the circumference of the retention area on the south side of the property,
 - 3) A children's playground with playground equipment, and
 - 4) A separate, fenced dog park area.
- C. Surrounding the main stormwater retention pond/area on the south side of the property, the developer shall construct a multi-use trail system, as shown in Conceptual Development Plan, Exhibit C.
- D. Unless specified otherwise herein, all recreation spaces may include, but are not limited to:
 - 1. Trails, exercise stations, boardwalks, water feature overlooks;
 - 2. Gazebos, grills, picnic tables, benches;
 - 3. Playgrounds, tot lots;
 - 4. Basketball, tennis, pickleball, shuffleboard, handball courts, etc.;
 - 5. Community swimming pool, including the deck area surrounding such pools;
 - 6. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreational purposes;
 - 7. Other active recreational activities may be used, subject to approval by the City of Leesburg.

16. MAINTENANCE

- A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping, green space, overflow parking, recreation areas, buffers, trails, and drainage shall be the responsibility of the property owner.
- B. A Property Management entity shall serve as an appropriate entity for all common properties within the development. Said entity shall be responsible for the management of all common areas, including but not limited to the entryway landscaping, buffers, medians, green spaces and recreation areas.

17. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions, Exhibit A, herein, and Conceptual Development Plan, Exhibit C. Changes to the development conditions or conceptual plan, other than those conditions described in these PUD Conditions of Approval, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. As part of the overall development review process, each approved plan phase shall contain only those portions of the development approved under the Site Plan Review Process, i.e. each phase approved shall match each phase submitted for site plan review.
- C. Upon approval of this PUD by the City Commission, a development permit or building permit application must be submitted with the City for work related to one or more phases of the PUD within four (4) years of this approval becoming final with no appeal pending or the PUD will automatically expire, unless otherwise lawfully extended by the City or Section 252.363, Florida Statutes. In the event the PUD expires, the Property shall be governed by the zoning regulations applicable to the RE-1 (Estate Density Residential) zoning district.
- D. In any event that a conflict may arise between the written conditions of this PUD document and the Conceptual Site Plan, as shown in Exhibit C, the written language herein shall prevail.

18. MISCELLANEOUS CONDITIONS

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

- E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.
- F. These conditions of approval shall be recited within the site plan and construction plan submittals.

19. LEVELS OF SERVICE

A. Levels of Service

- 1. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid waste. No final development order (site plan and/or building permits) shall be granted for a proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1. Projected Capacities

- a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.
- b. If the development requires construction of new distribution or collection lines, 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.

2. Commitment of Capacity

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

3. Ability to Provide Services

- a. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
- b. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

LEGAL DESCRIPTION

(provided by applicant, from site plan)

EXHIBIT B**LEGAL DESCRIPTION**

THAT PORTION OF THE SOUTH 237.65 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LYING WEST OF THE PRESENT WESTERN BOUNDARY LINE OF U.S. HIGHWAY 27 WHICH INTERSECTS SAID SECTION, TOWNSHIP AND RANGE AT THE PRESENT TIME; ALSO ALL THAT PART OF GOVERNMENT LOT 1 LYING WEST OF U.S. HIGHWAY 27 IN SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST; ALSO THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LESS THE NORTH 25 FEET AND LESS RIGHT-OF-WAY OF FLORIDA SUNSHINE STATE PARKWAY; AND ALSO THAT PART OF THE NORTH 510 FEET OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 SECTION 12, TOWNSHIP 21, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LYING NORTH AND EAST OF FLORIDA SUNSHINE STATE PARKWAY, IN LAKE COUNTY, FLORIDA, AND LESS THAT PART IN THE ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 1172, PAGE 1209, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.







FAÇADE SAMPLES

EXHIBIT D

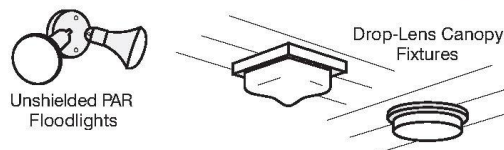
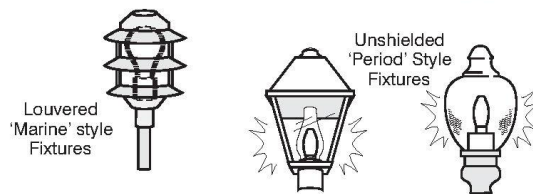
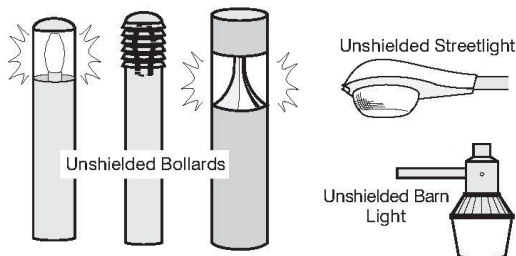
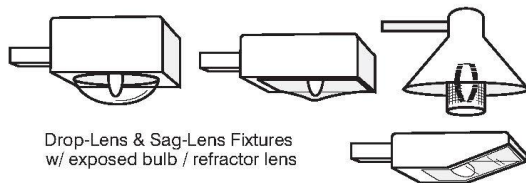
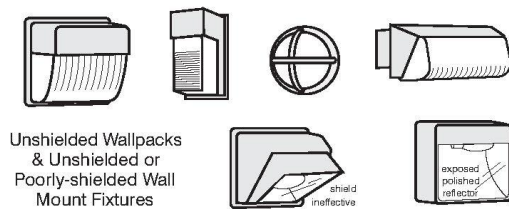
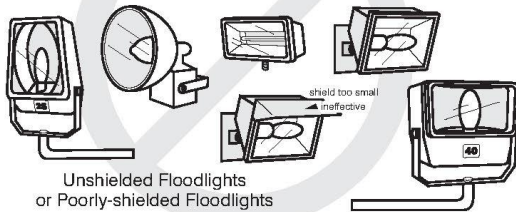
COMMERCIAL – GENERAL RETAIL



Examples of Acceptable / Unacceptable Lighting Fixtures

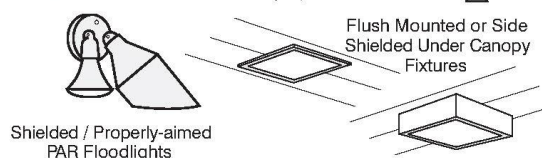
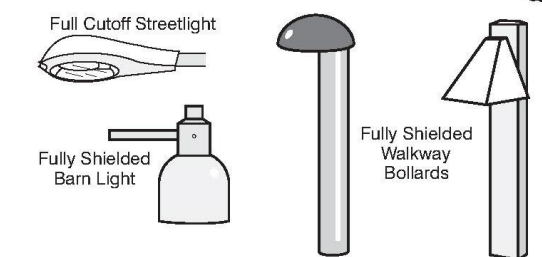
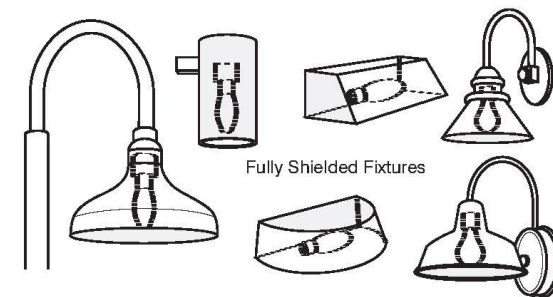
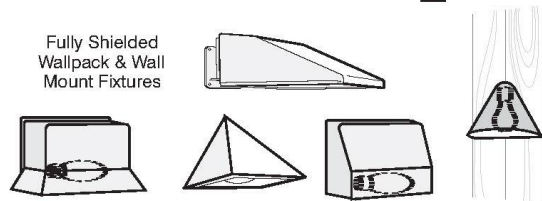
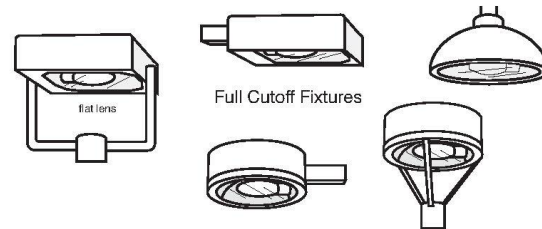
Unacceptable / Discouraged

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

FENCE/WALL CONCEPTUAL EXAMPLES

EXHIBIT F



Figure 1 – Earth tone vinyl fence with decorative cap element on end panel posts

Example Source Courtesy of Bespoke Fence
<https://bespokefence.com/products/vinyl-fences/>



Figure 2A - Aluminum rail fence with brick-style monument columns

Example Source Courtesy of Byron Fence
<https://www.byronfence.com/commercial-fence>



Figure 2B - Aluminum rail fence with stone-style monument columns

Example Source Courtesy of Decoratedlife.com
<https://decoratedlife.com/stunning-aluminum-fence-ideas/>



Figure 3 – Split rail fence with monument column features

Example Source Courtesy of Fence & Deck Supply
<https://www.fenceanddecksupply.com/wp-content/uploads/2014/04/FDS-Mini-Product-Catalog-2014-EMAIL.pdf>



Figure 4– Opaque Wall with monument column features

Example Source Courtesy of Houzz
<https://www.houzz.com/discussions/1425465/help-choose-retaining-wall-material>

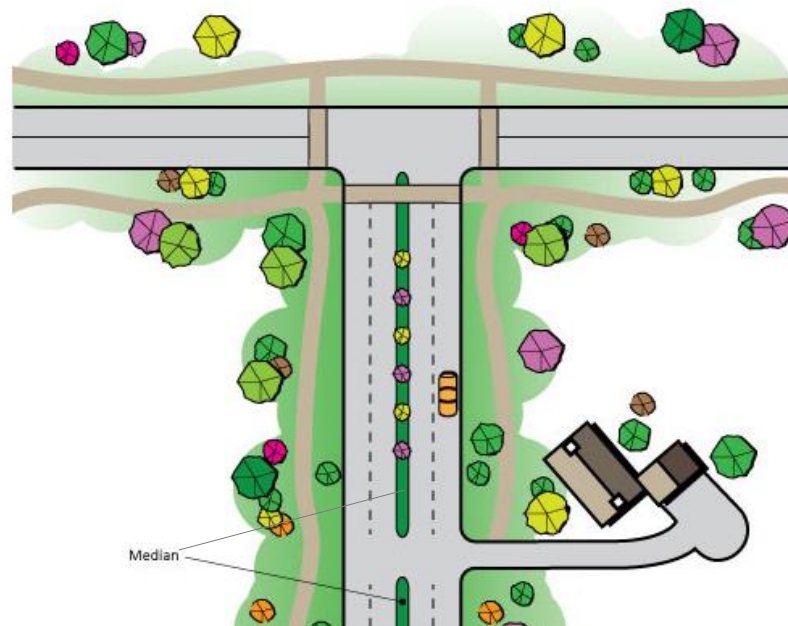


Figure 1 – Divided Boulevard Concept

Example Source Courtesy of Chester County Government

<https://www.cbescoplanning.org/municorner/MultiModal/17-Boulevard.cfm>



Figure 2 – Planted Divided Boulevard

Example Source Courtesy of District Works

<https://districtworks.city/landscaping-and-groundkeeping/>



Figure 3 – Planted Divided Boulevard

Example Source Courtesy of Joshua Zeunert via ResearchGate

https://www.researchgate.net/figure/Planted-central-median-swale-used-in-the-Lynbrook-development_fig1_329116840

That portion of the South 237.65 feet of the West 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 6, Township 21 South, Range 25 East, lying West of the present Western Boundary line of U.S. Highway 27 which intersects said Section, Township and Range at the present time; Also all that part of Government Lot 1 lying West of U.S. Highway 27 in Section 7, Township 21 South, Range 25 East; Also the Northeast 1/4 of the Northeast 1/4 of Section 12, Township 21 South, Range 24 East, less the North 25 feet and less right-of way of Florida Sunshine State Parkway; and Also that part of the North 510 feet of the Southeast 1/4 of the Northeast 1/4 of Section 12, Township 21 South, Range 24 East, lying North and East of Florida Sunshine State Parkway, in Lake County, Florida, and less that part in the Order of Taking recorded in Official Records Book 1172, Page 1209, Public Records of Lake County, Florida.



CITY OF LEESBURG PLANNING & ZONING DEPARTMENT RECOMMENDATIONS

DATE: May 22, 2025
OWNER: CFLTS – Zhan Li
PETITIONER: CFLTS – Zhan Li, Owner, and Robert Moon, KPM Franklin, Agent
PROJECT: Dilly Lake Multifamily and Convenience Store
REQUEST: A Request to Rezone from Lake County PUD (Planned Unit Development) to the City of Leesburg PUD (Planned Unit Development).
CASE NO.: PUD-25-520

THE PLANNING & ZONING DEPARTMENT RECOMMENDS:

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

1. The proposed zoning classification of PUD (Planned Unit Development) is compatible, as conditioned, with the current surrounding zoning districts of Lake County A (Agriculture), and C-2 (Community Commercial District) and City of Leesburg PUD (Planned Unit Development).
2. The proposed Small-Scale Comprehensive Plan (SSCP) amendment is compatible with the adjacent future land use designations of Lake County Regional Office and Urban Low Density and City of Leesburg General Commercial.
3. The proposed request is consistent with the existing patterns of development in the US Highway 27 and Ronald Reagan Turnpike area.

Action Requested:

1. Vote to **approve** staff's recommendation to rezone the subject property from Lake County PUD (Planned Unit Development) to the City of Leesburg PUD (Planned Unit Development) and forward to the City Commission for consideration.

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

DATE: May 22, 2025
OWNER: CFLTS – Zhan Li
PETITIONER: CFLTS – Zhan Li, Owner, and Robert Moon, KPM Franklin, Agent
PROJECT: Dilly Lake Multifamily and Convenience Store
REQUEST: A Request to Amend the Comprehensive Plan from Lake County Regional Office to City of Leesburg General Commercial and Rezone from Lake County PUD (Planned Unit Development) to the City of Leesburg PUD (Planned Unit Development).
CASE NO.: ANNX-25-518; SSCP-25-519; PUD-25-520

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments – As of 05/16/2025

FIRE

In reference to Case Number SSCP-25-519, PUD-25-520:

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number SSCP-25-519, PUD-25-520 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.

4.1.2.1

The fire department shall establish the following performance objectives for the first-due response zones that are identified by the AHJ:

- (1) Alarm handling time completion in accordance with 4.1.2.3
- (2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
- (3)* 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
- (4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
- (5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
- (8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or basic life support (BLS) unit arrived in 240 seconds or less travel time

– Amanda Stevenson 05/14/2025

ELECTRIC

This is outside Leesburg electric territory. – Steve Davis 05/02/2025

GAS

No comment. – Wayne Williams 05/02/2025

GIS

No comments – As of 05/16/2025

BUILDING

No comments – As of 05/16/2025

PUBLIC WORKS

No comments – As of 05/16/2025

ADDRESSING

No comments – As of 05/16/2025

ECONOMIC DEVELOPMENT

No comments – As of 05/16/2025

LAKE COUNTY PUBLIC WORKS

I have no comment as future access for the property/development would be from US, a FDOT maintained roadway. Based on preliminary info there does not appear to be a Lake County road adjacent to the site. – Seth Lynch 05/02/2025

LAKE COUNTY SCHOOLS

This residential project is subject to school concurrency review. The applicant should contact the school district for more information on this process. – Heather Croney 05/02/2025

PUBLIC RESPONSES

Approval

No comments – As of 05/16/2025

Disapproval

No comments – As of 05/16/2025

Notice of Appearance filed:

No comments – As of 05/16/2025

PUBLIC COMMENTS (APPROVAL)

No comments – As of 05/16/2025

PUBLIC COMMENTS (DISAPPROVAL)

No comments – As of 05/16/2025

PUBLIC COMMENTS (UNDECIDED)

No comments – As of 05/16/2025

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

DATE: May 22, 2025
OWNER: CFLTS – Zhan Li
PETITIONER: CFLTS – Zhan Li, Owner, and Robert Moon, KPM Franklin, Agent
PROJECT: Dilly Lake Multifamily and Convenience Store
REQUEST: A Request to Amend the Comprehensive Plan from Lake County Regional Office to City of Leesburg General Commercial and Rezone from Lake County PUD (Planned Unit Development) to the City of Leesburg PUD (Planned Unit Development).
CASE NO.: ANNX-25-518; SSCP-25-519; PUD-25-520

GENERAL LOCATION: West of US 27 and north of Ronald Reagan Turnpike.

FUTURE LAND USE DESIGNATION: Lake County Regional Office

SURROUNDING FUTURE LAND USE DESIGNATION:

- North – Lake County Urban Low Density.
City of Leesburg General Commercial, Low Density and Estate Residential
- South – Lake County Regional Office and Urban Low Density
City of Leesburg General Commercial and Estate Residential
- East – Lake County Regional Office and Urban Low Density
City of Leesburg Estate Residential
- West – Lake County Regional Office and Rural.

PROPOSED FUTURE LAND USE DESIGNATION: City of Leesburg General Commercial.

EXISTING ZONING DESIGNATION: Lake County PUD (Planned Unit Development)

SURROUNDING ZONING DESIGNATIONS:

- North – Lake County A (Agriculture)
City of Leesburg PUD (Planned Unit Development)
- South – Lake County A (Agriculture) and C-2 (Community Commercial District)
City of Leesburg PUD (Planned Unit Development)
- East – Lake County A (Agriculture) and C-2 (Community Commercial District)
City of Leesburg PUD (Planned Unit Development)
- West – Lake County A (Agriculture) and PUD (Planned Unit Development)

PROPOSED ZONING DESIGNATION: City of Leesburg Planned Unit Development

EXISTING LAND USE: Timber

SURROUNDING EXISTING LAND USE:

- North – Timber; Pasture Improved Hay
- South – Vacant Commercial; Pasture Improved Hay; Single Family Residential; Hospital
- East – Pasture Improved Hay
- West – Vacant Government (State); Pasture Improved Hay; Non-Agricultural Acreage

PROPOSED LAND USE: Multi-Family and Commercial.



Closeup of sign from US Highway 27 from Northern part of Subject Property



Looking North along US Highway 27 from Subject Property



Looking East across US Highway 27 from Subject Property



Looking South along US Highway 27 from Subject Property



Looking West onto Subject Property from US Highway 27



Closeup of sign from US Highway 27 from Southern Part of Subject Property



Looking North along US Highway 27 from Subject Property



Looking East across US Highway 27 from Subject Property



Looking South along US Highway 27 from Subject Property



Looking West onto Subject Property from US Highway 27

Extended Aerial



**Planning
& Zoning
Division**



0 360 720 1,080 1,440
Feet

Dilly Lake Multifamily and Convenience Store
US Hwy 27 and Florida's Turnpike N

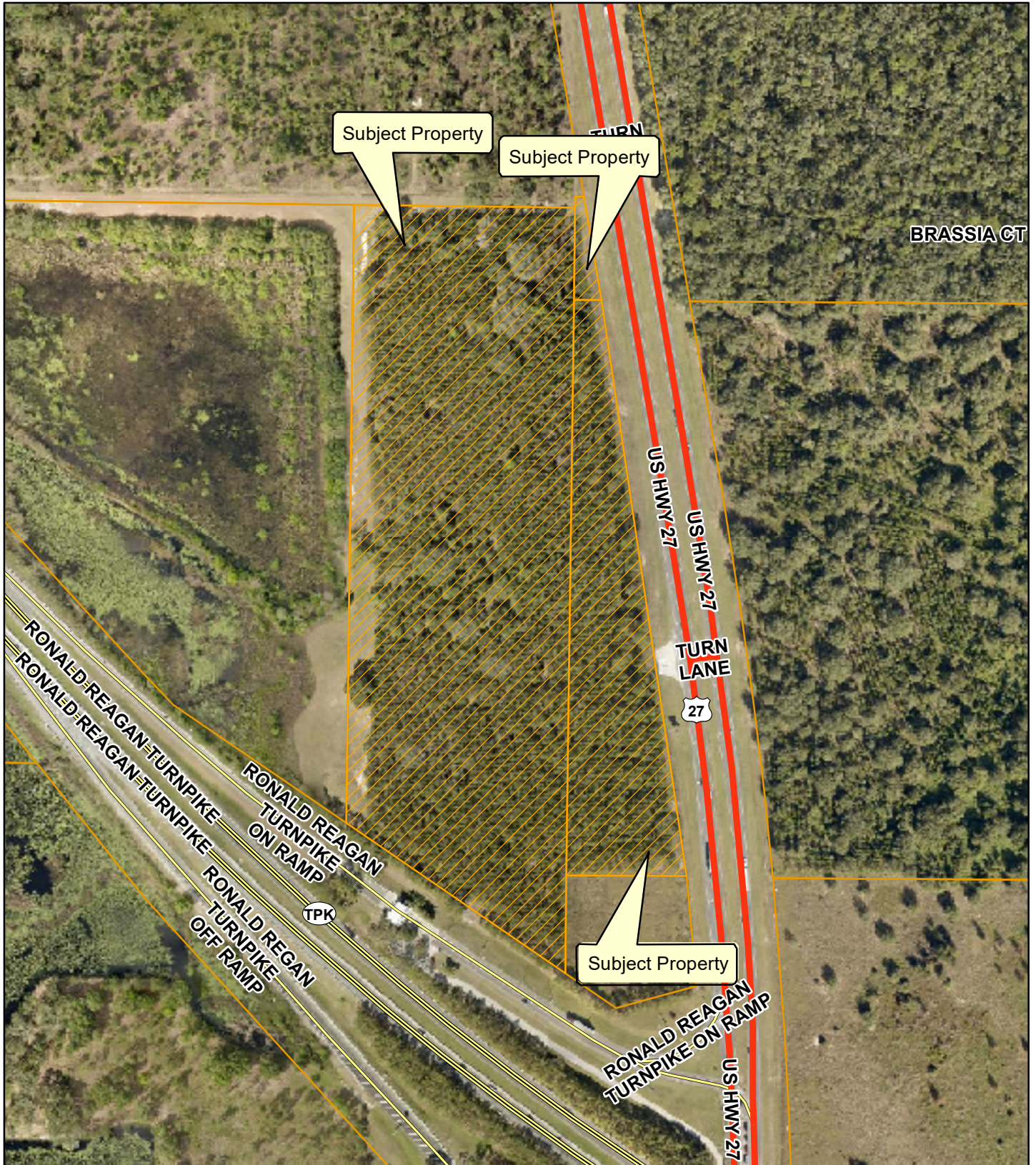
AK #: 1210313; Section 06 - Township 21 South - 25 East

AK #: 1383561; Section 12 - Township 21 South - 24 East

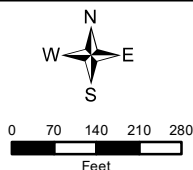
AK #: 1302307; Section 07 - Township 21 South - 25 East

April 30, 2025

Aerial



**Planning
& Zoning
Division**



Dilly Lake Multifamily and Convenience Store
US Hwy 27 and Florida's Turnpike N

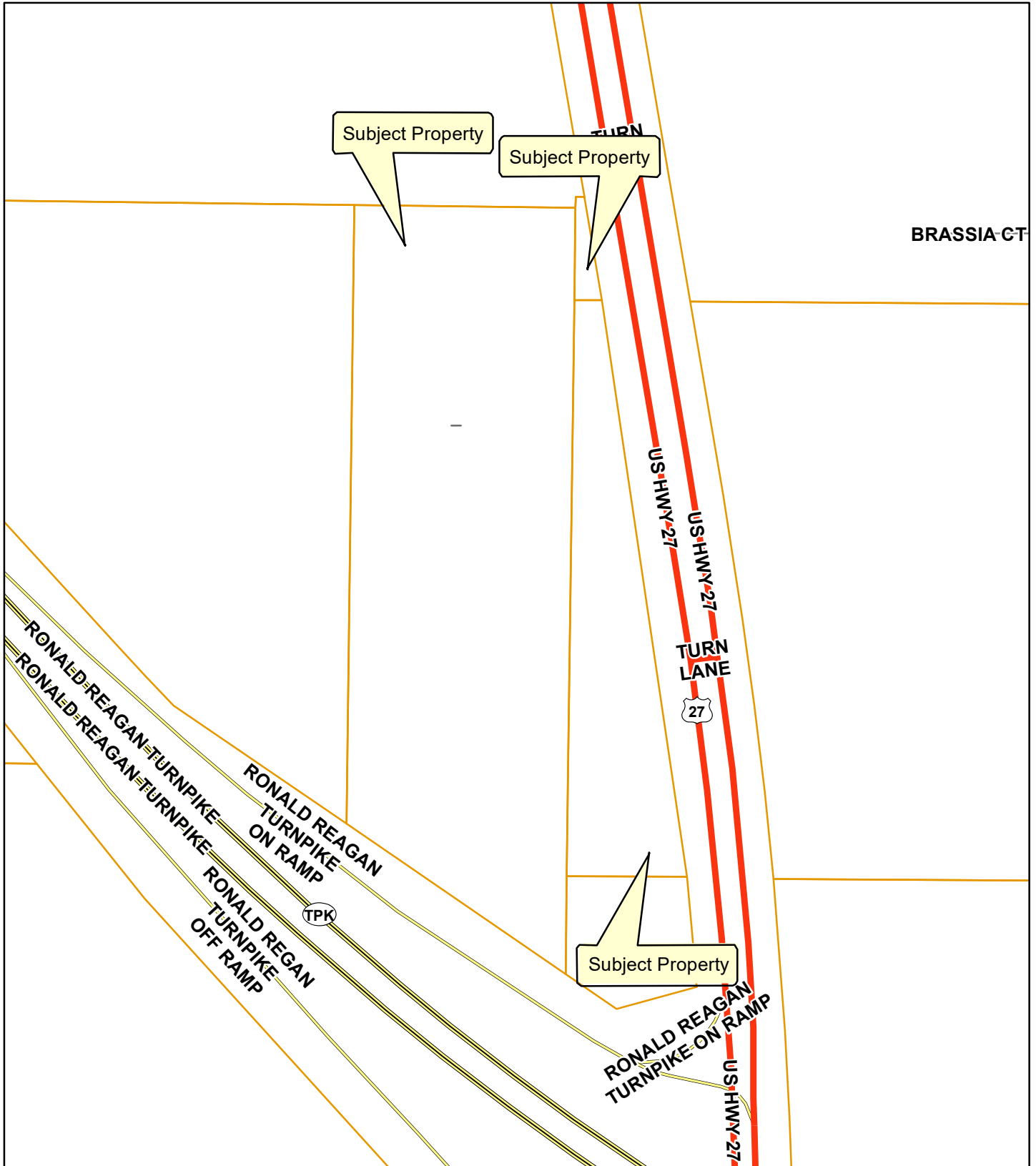
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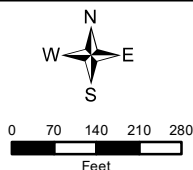
AK #: 1302307; Section 07 - Township 21 South - 25 East

April 30, 2025

Locator



**Planning
& Zoning
Division**



Dilly Lake Multifamily and Convenience Store

US Hwy 27 and Florida's Turnpike N

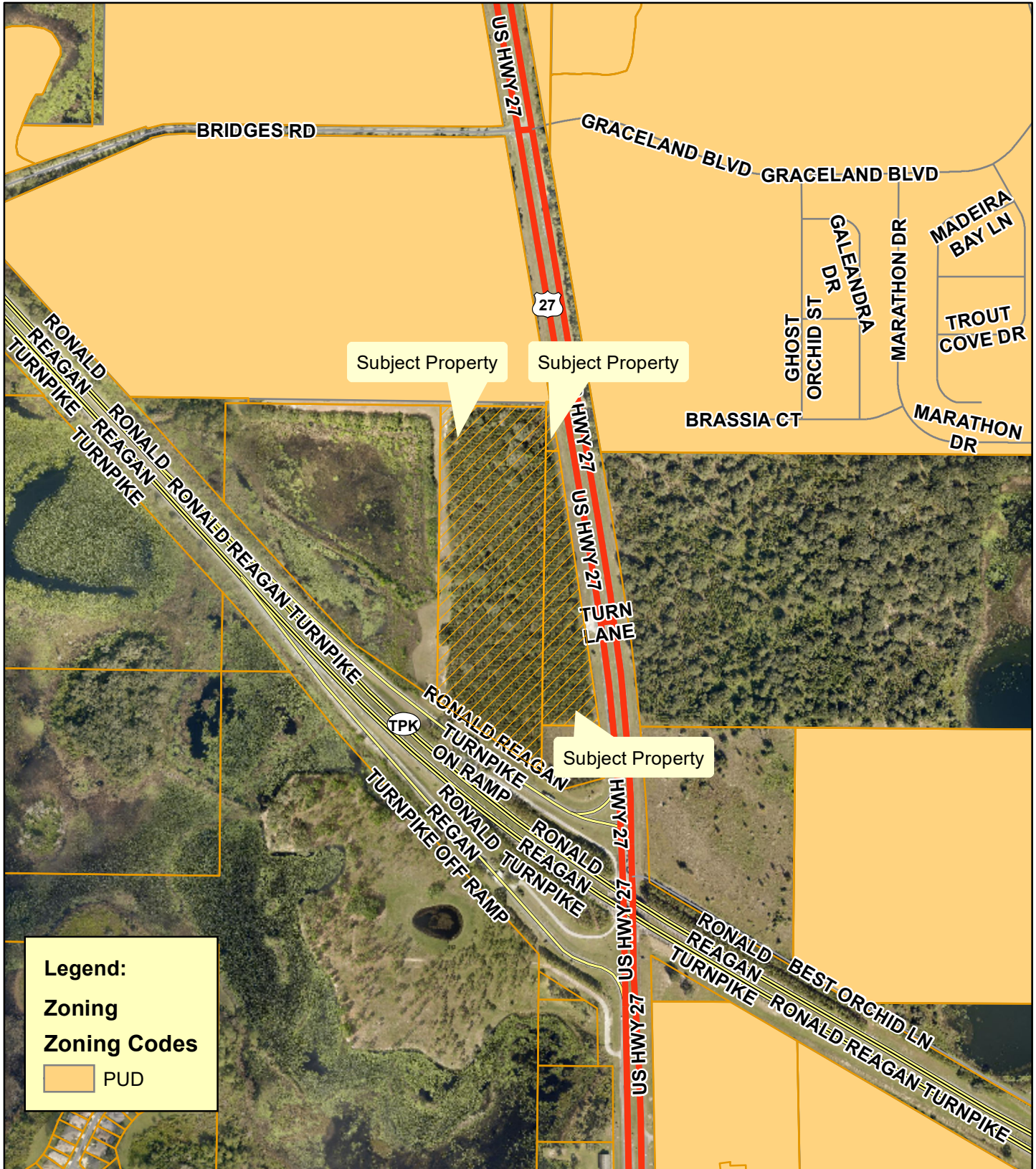
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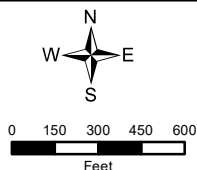
AK #: 1302307; Section 07 - Township 21 South - 25 East

April 30, 2025

City of Leesburg Zoning



**Planning
& Zoning
Division**



Dilly Lake Multifamily and Convenience Store
US Hwy 27 and Florida's Turnpike N

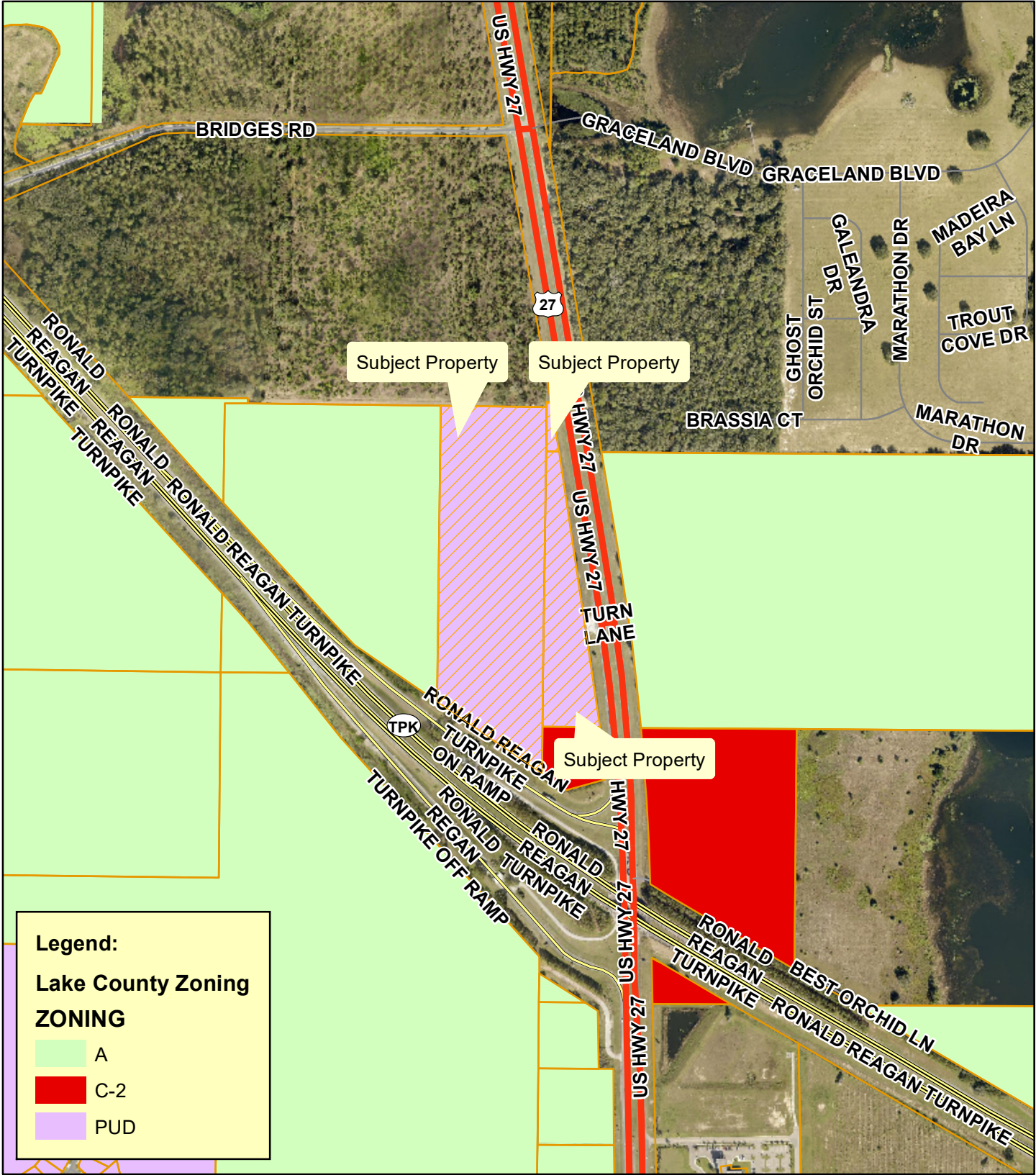
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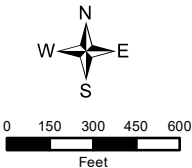
AK #: 1302307; Section 07 - Township 21 South - 25 East

April 30, 2025

Lake County Zoning

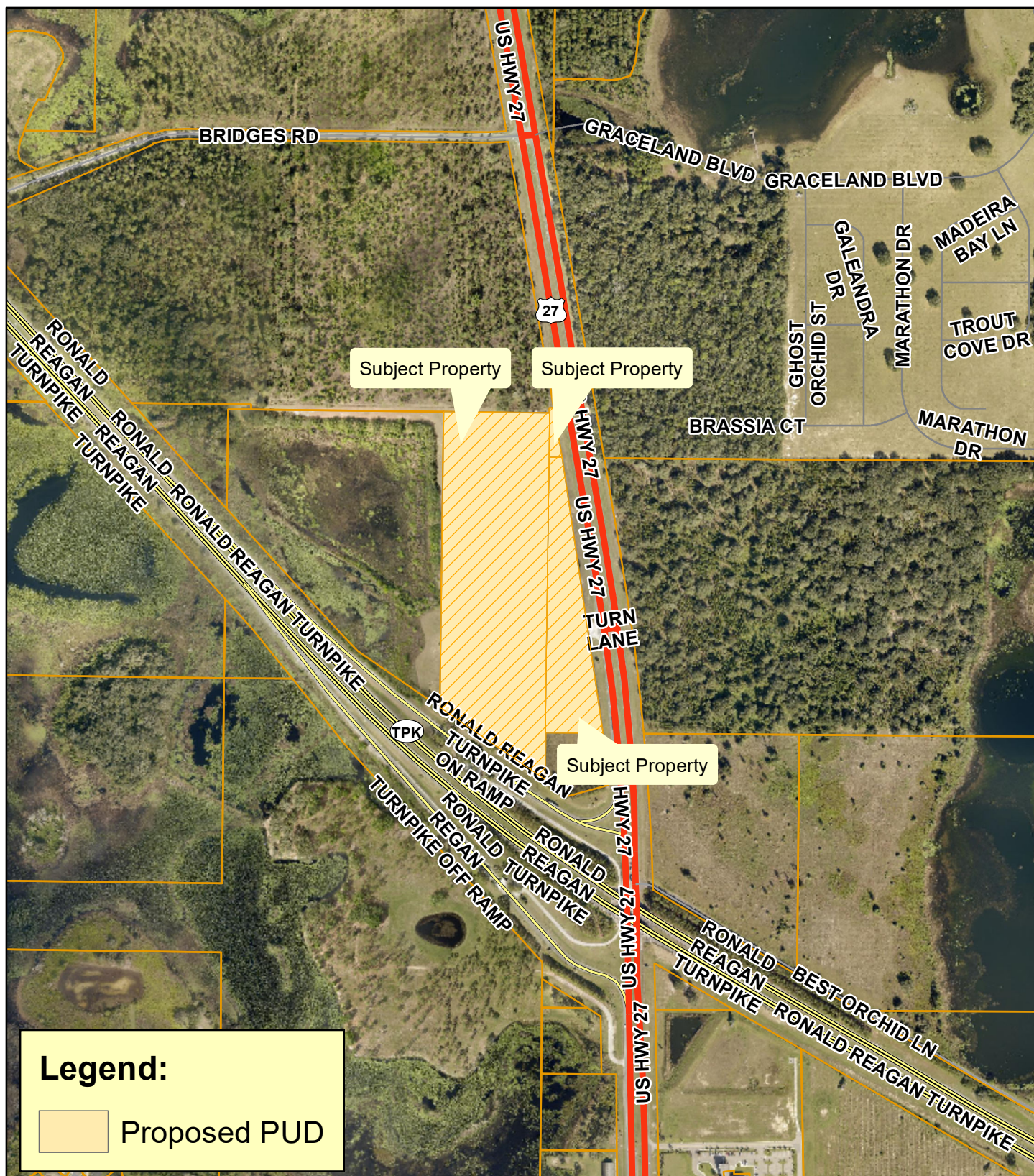


**Planning
& Zoning
Division**

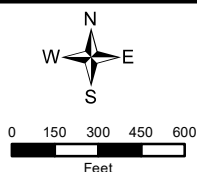


Dilly Lake Multifamily and Convenience Store
US Hwy 27 and Florida's Turnpike N
AK #: 1210313; Section 06 - Township 21 South - 25 East
AK #: 1383561; Section 12 - Township 21 South - 24 East
AK #: 1302307; Section 07 - Township 21 South - 25 East
April 30, 2025

Proposed Zoning



Planning & Zoning Division



Dilly Lake Multifamily and Convenience Store

US Hwy 27 and Florida's Turnpike N

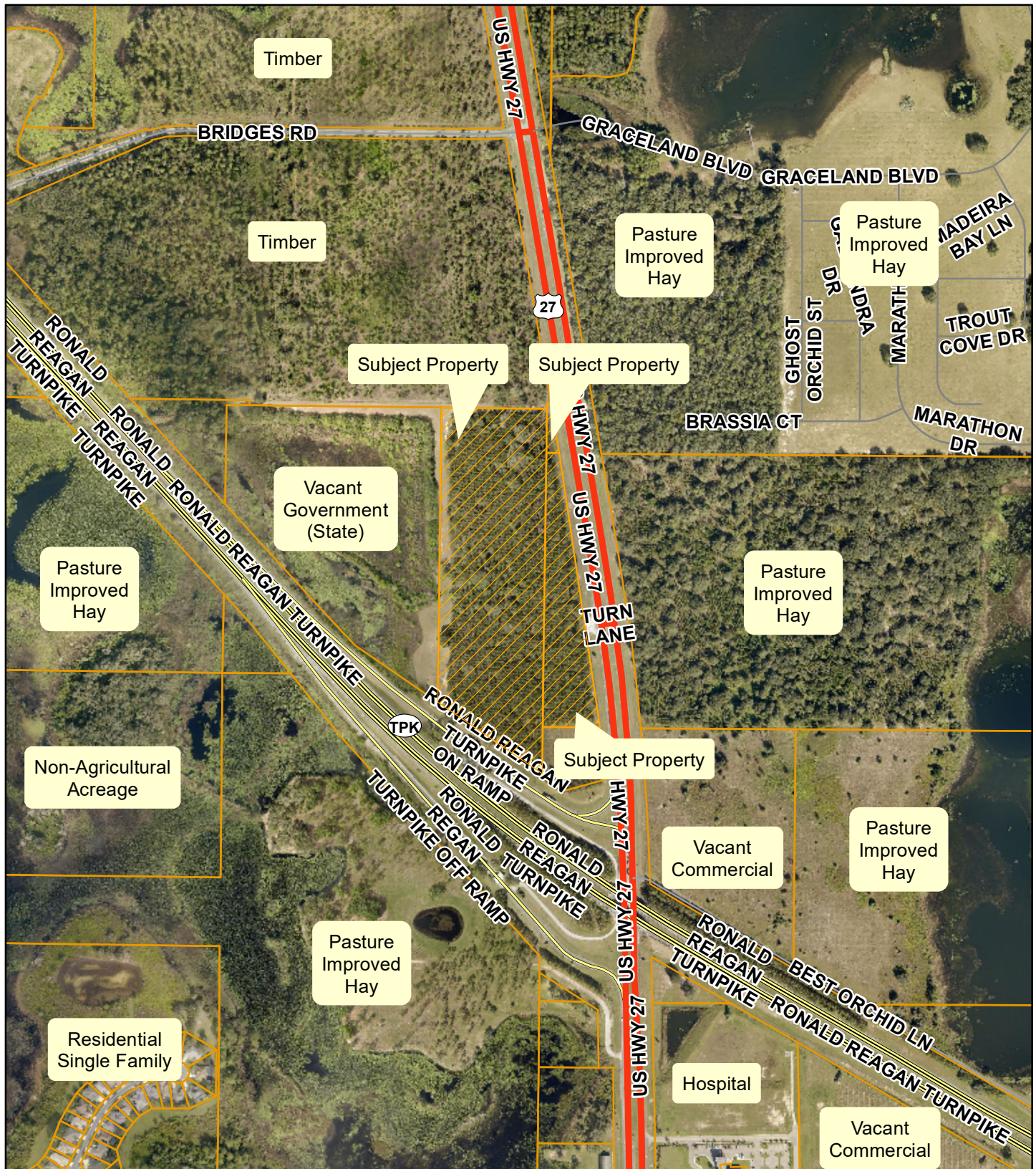
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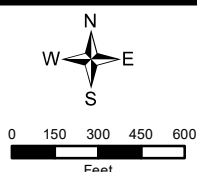
AK #: 1302307; Section 07 - Township 21 South - 25 East

April 30, 2025

Surrounding Land Uses



**Planning
& Zoning
Division**



Dilly Lake Multifamily and Convenience Store

US Hwy 27 and Florida's Turnpike N

AK #: 1210313; Section 06 - Township 21 South - 25 East

AK #: 1383561; Section 12 - Township 21 South - 24 East

AK #: 1302307; Section 07 - Township 21 South - 25 East

April 30, 2025

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.5.

Meeting Date: July 14, 2025

From: Dan Miller, (Planning and Zoning Director), Dianne Yekel, (Senior Planner)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 90.28 +/- acres; and being generally located west of U.S. Highway 27 and south of the Florida Turnpike, lying in Section 12, Township 21 South, Range 14 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. (Kalos ANNX)

Staff Recommendation:

The Planning and Zoning staff recommend approval of the proposed ordinance for annexation of 90.28 +/- acres.

Analysis:

The applicant has submitted a request for annexation of approximately 90.28 +/- acres, generally located west of U.S. Highway 27 and south of the Florida Turnpike, as shown on the attached General Location Map. At this time, the property is vacant. The current zoning is Lake County A (Agriculture); the proposed zoning is City PUD (Planned Unit Development). The reason for this request is for the developer to utilize City utilities and Codes. The proposal for the development is a mixed-use development.

The property is surrounded by Lake County A (Agriculture), C-2 (Community Commercial District), PUD (Planned Unit Development), and City SPUD (Small Planned Unit Development). Under the conditions of the PUD (Planned Unit Development) zoning case which is also on this agenda, no negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda is a Large-Scale Comprehensive Plan Amendment, which, along with the Planned Unit Development Application, had recommendations for approval from the Planning Commission at the public hearing held on June 19, 2025.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 90.28 +/- ACRES; AND BEING GENERALLY LOCATED WEST OF U.S. HIGHWAY 27 AND SOUTH OF THE FLORIDA TURNPIKE, LYING IN SECTION 12, TOWNSHIP 21 SOUTH, RANGE 14 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. (KALOS ANNX)

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

Section 1.

Based upon the petition of Jessie Claerbout (Kalos Services Florida), "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 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 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 3;

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 the _____ day of _____ 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

LEGAL DESCRIPTION

THE NE 1/4 OF SE 1/4; THE S 1/4 OF SW 1/4 OF NE 1/4; THE SOUTH 810 FEET OF SE 1/4 OF NE 1/4; AND BEGINNING 510 FEET SOUTH AND 510 FEET WEST OF THE NORTHEAST CORNER OF SE 1/4 OF NE 1/4, RUN THENCE WEST TO THE WEST LINE OF SE 1/4 OF NE 1/4, THENCE NORTH TO THE NORTHWEST CORNER OF THE SE 1/4 OF NE 1/4, THENCE EAST TO THE SHORE LINE OF LAKE DILLY, BEGIN AGAIN AT THE POINT OF BEGINNING, RUN NORTH PARALLEL TO EAST LINE OF SE 1/4 OF NE 1/4 TO THE SHORE LINE OF LAKE DILLY, THENCE NORTHWESTERLY ALONG THE SHORE LINE OF SAID LAKE TO INTERSECT THE NORTH LINE OF THIS TRACT, ALL IN SEC. 12, TP. 21 S, R. 24 E, LESS THAT PART THEREOF CONVEYED TO THE FLORIDA STATE TURNPIKE AUTHORITY BY DEED DATED 30 APRIL 1963 AND RECORDED IN OFFICIAL RECORD BOOK 239, PAGE 995, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH

THAT PART OF THE WEST 1/2 OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LYING WESTERLY OF U.S. HIGHWAY 27 AND SOUTHERLY OF FLORIDA'S TURNPIKE DESCRIBED AS FOLLOWS:

COMMENCE AT A 2 INCH IRON PIPE MARKING THE WEST QUARTER CORNER OF SAID SECTION 7, SAID POINT ALSO BEING THE POINT OF BEGINNING, AND THE SOUTHWEST CORNER OF GOVERNMENT LOT 2 OF SAID SECTION 7; THENCE NORTH 00°48'49" WEST ALONG THE WEST BOUNDARY OF SAID SECTION 7 AND GOVERNMENT LOT 2, A DISTANCE OF 137.77 FEET TO A POINT; THENCE SOUTH 59°10'02" EAST, A DISTANCE OF 260.04 FEET TO A POINT; THENCE SOUTH 88°50'31" WEST ALONG THE SOUTH BOUNDARY OF SAID GOVERNMENT LOT 2 AFOREMENTIONED, A DISTANCE OF 221.38 FEET TO THE POINT OF BEGINNING.

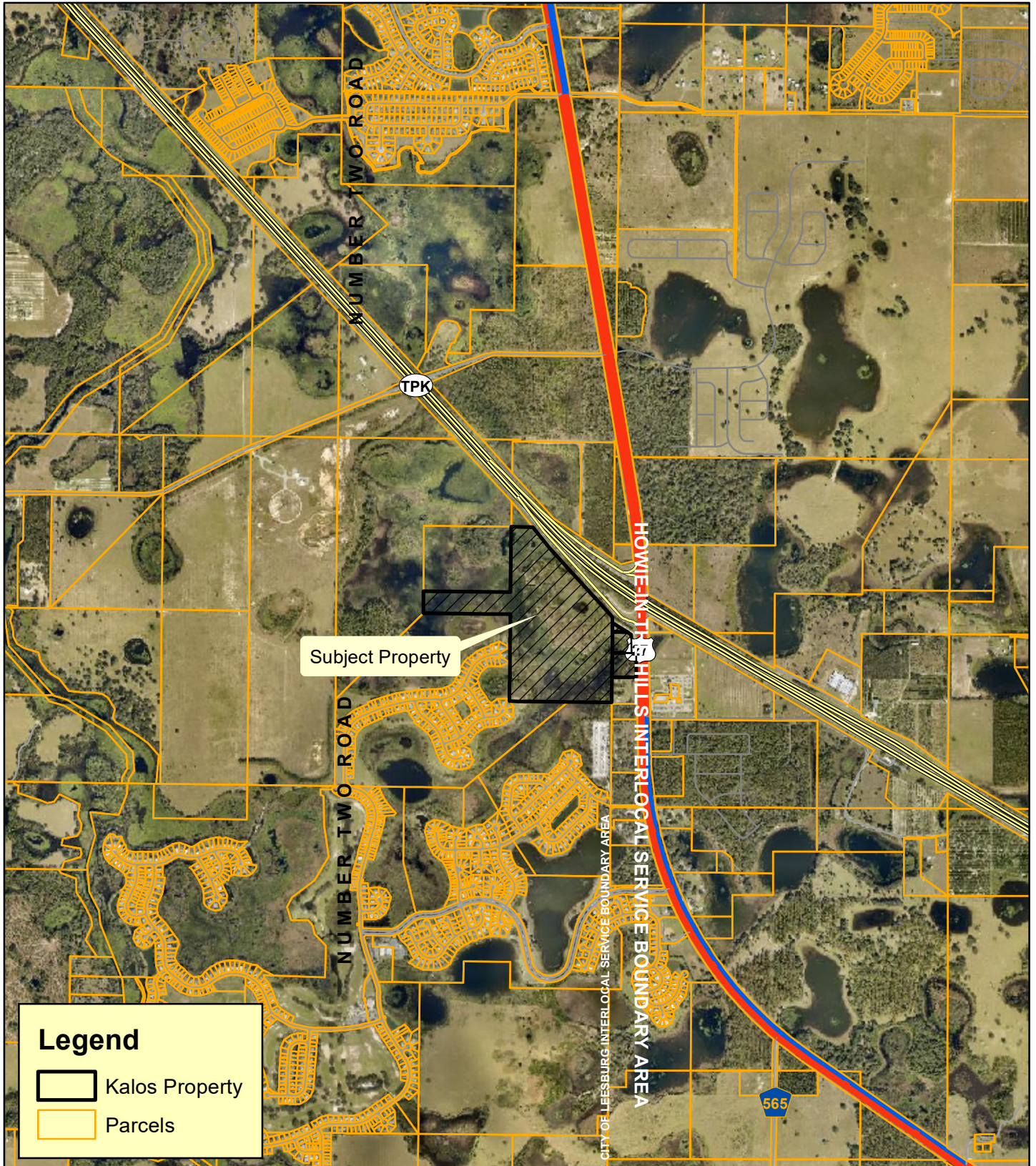
TOGETHER WITH

THE NORTH 319.03 FEET OF GOVERNMENT LOT 3 OF SECTION 7, TOWNSHIP 21 RANGE 25, LAKE COUNTY, FLORIDA, LYING WESTERLY OF STATE ROAD NUMBER 25 (U.S. HIGHWAY 27) LESS:

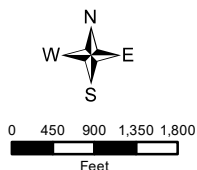
A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 638, PAGE 2270 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, MORE SPECIFICALLY A PORTION OF GOVERNMENT LOT 3 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST AND LYING SOUTHERLY OF THE FLORIDA'S TURNPIKE AND WESTERLY OF STATE ROAD 25 (U.S. 27); SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 2 INCH IRON PIPE MARKING THE WEST QUARTER CORNER OF SAID SECTION 7, SAID POINT ALSO BEING THE NORTHWEST CORNER OF GOVERNMENT LOT 3 OF SAID SECTION 7; THENCE NORTH $88^{\circ}50'31''$ EAST ALONG THE NORTH BOUNDARY OF SAID GOVERNMENT LOT 3, A DISTANCE OF 221.38 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE NORTH $88^{\circ}50'31''$ EAST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 132.13 FEET TO A POINT ON THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 25 (U.S. 27); THENCE SOUTH $02^{\circ}35'55''$ EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 319.03 FEET TO A POINT; THENCE SOUTH $87^{\circ}24'05''$ WEST A DISTANCE OF 70.00 FEET TO A POINT; THENCE NORTH $02^{\circ}35'55''$ WEST ALONG A LINE WHICH IS PARALLEL TO SAID EXISTING WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 25 (U.S. 27), A DISTANCE OF 281.36 FEET TO A POINT; THENCE NORTH $59^{\circ}10'02''$ WEST, A DISTANCE OF 74.40 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID GOVERNMENT LOT 3 AFOREMENTIONED; SAID POINT ALSO BEING THE POINT OF BEGINNING.

Extended Aerial

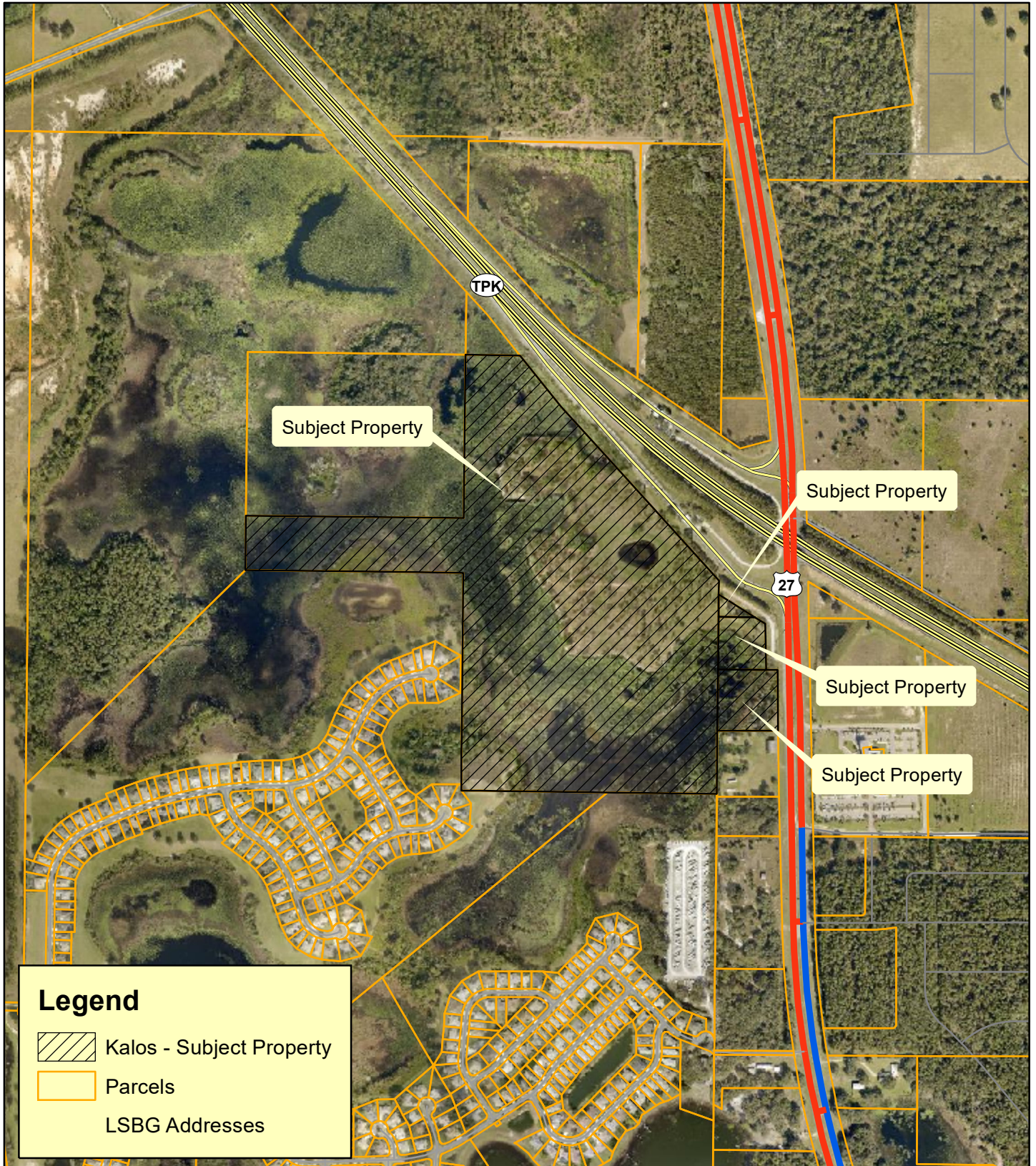


**Planning
& Zoning
Division**

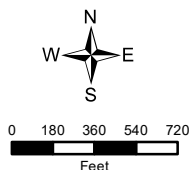


Kalos
ANNX-25-567; LSCP-25-568; PUD-25-569
AK#x: 1081955, 3878016, 3553918, 3471849 (90.28 Acres)
Section 12, Township 21 South, Range 14 East
May 20, 2025

Aerial



**Planning
& Zoning
Division**



Kalos
ANNX-25-567; LSCP-25-568; PUD-25-569
AK#: 1081955, 3878016, 3553918, 3471849 (90.28 Acres)
Section 12, Township 21 South, Range 14 East
May 20, 2025

City Boundary

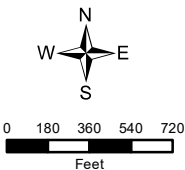


Legend

- Parcels
- LSBG Addresses
- City Boundary

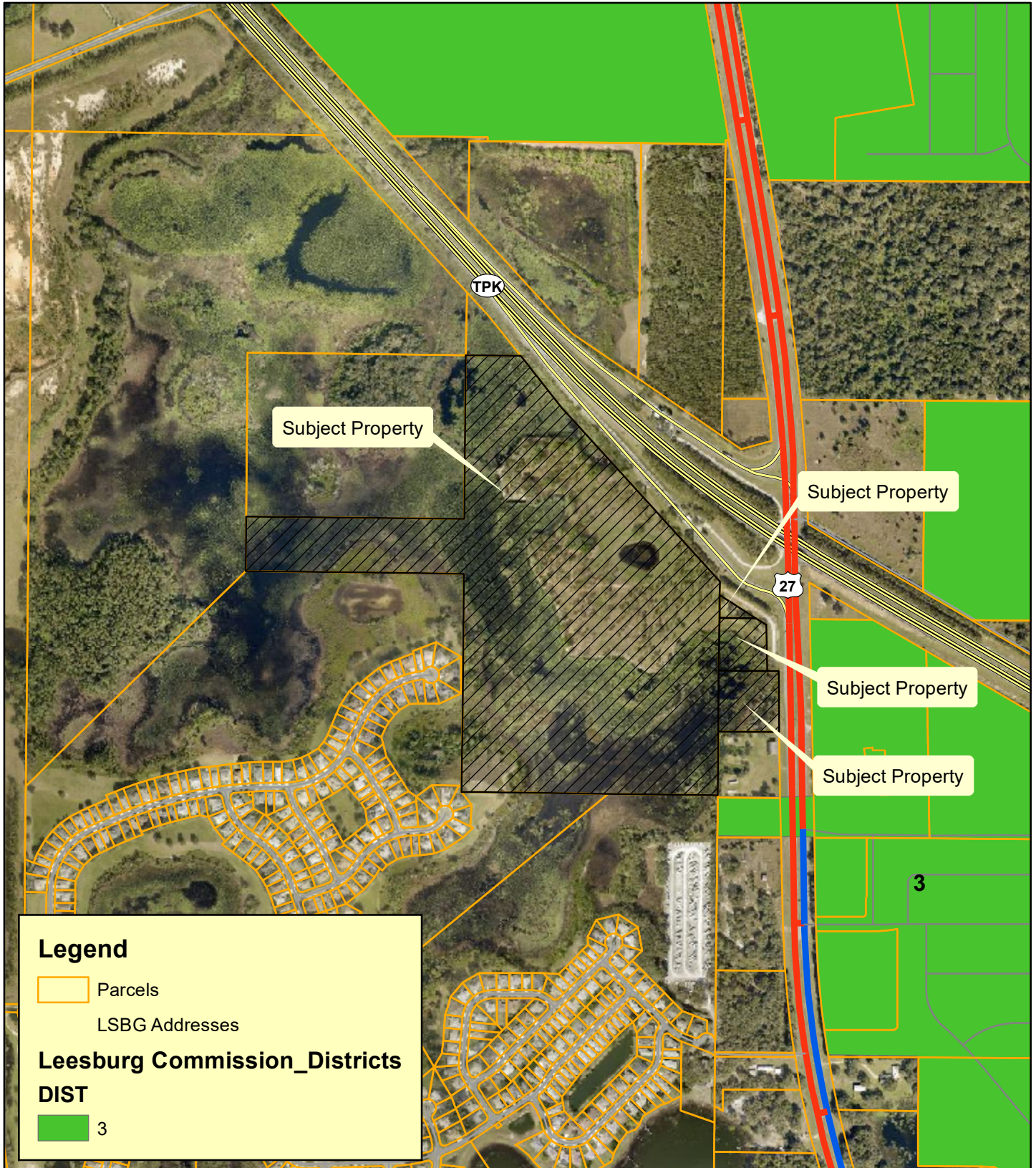


Planning
& Zoning
Division

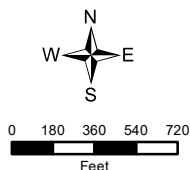


Kalos
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AK#: 1081955, 3878016, 3553918, 3471849 (90.28 Acres)
Section 12, Township 21 South, Range 14 East
May 20, 2025

Commission District



**Planning
& Zoning
Division**

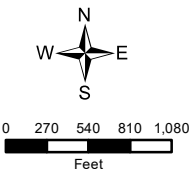


Kalos
ANNX-25-567; LSCP-25-568; PUD-25-569
AK#: 1081955, 3878016, 3553918, 3471849 (90.28 Acres)
Section 12, Township 21 South, Range 14 East
May 20, 2025

Developments

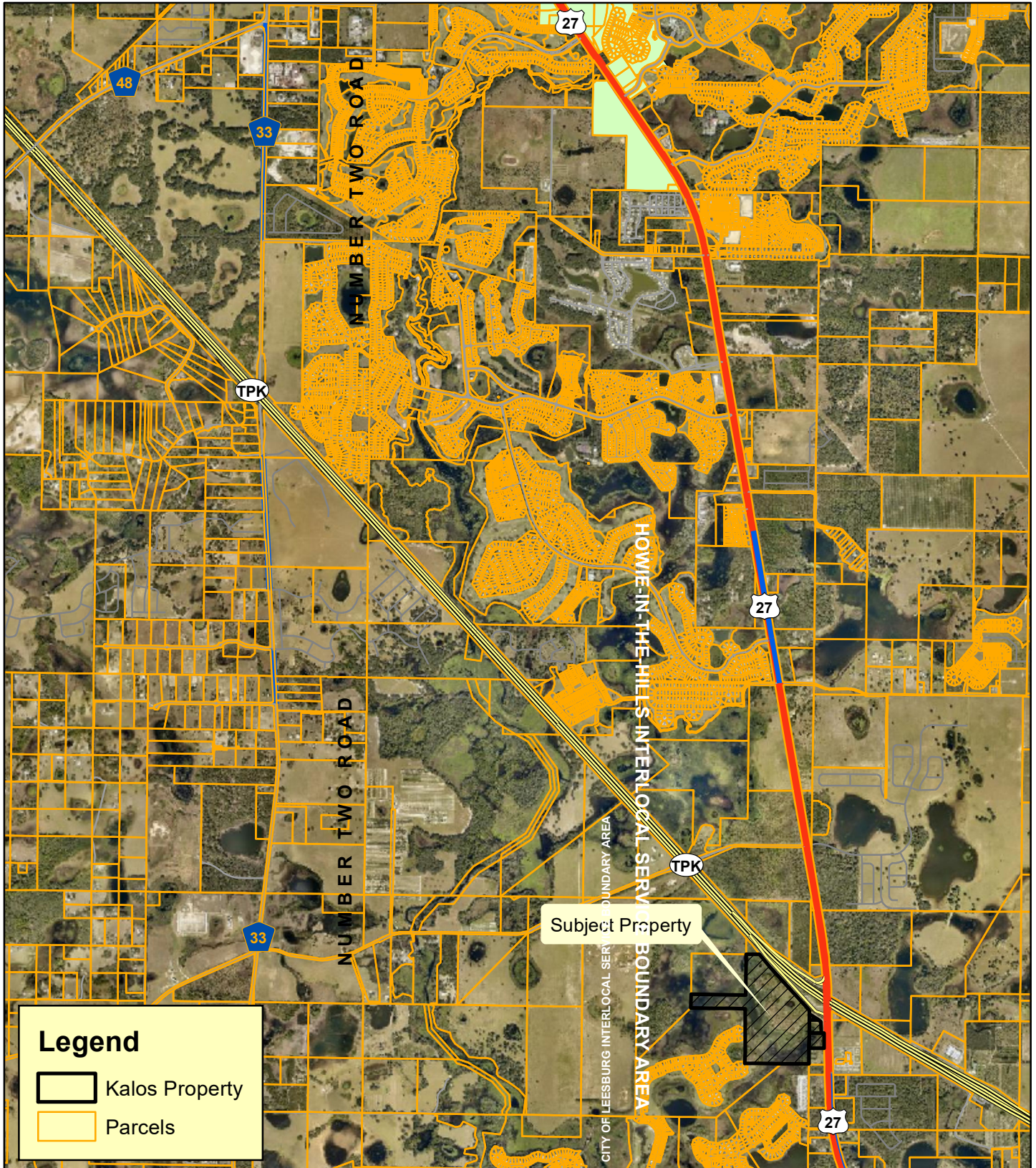


**Planning
& Zoning
Division**

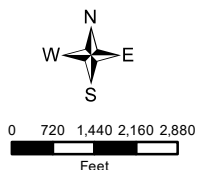


Kalos
ANNX-25-567; LSCP-25-568; PUD-25-569
AK#x: 1081955, 3878016, 3553918, 3471849 (90.28 Acres)
Section 12, Township 21 South, Range 14 East
May 20, 2025

Community Redevelopment Area



**Planning
& Zoning
Division**



Kalos
ANNX-25-567; LSCP-25-568; PUD-25-569
AK#: 1081955, 3878016, 3553918, 3471849 (90.28 Acres)
Section 12, Township 21 South, Range 14 East
May 20, 2025

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.6.

Meeting Date: July 14, 2025

From: Dan Miller, (Planning and Zoning Director), Dianne Yekel, (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 real property consisting of approximately 90.28 +/- acres; and being generally located west of U.S. Highway 27 and south of Florida Turnpike, lying in Section 12, Township 21 South, Range 14 East, Lake County, Florida; and providing an effective date. (Kalos LSCP)

Staff Recommendation:

The Planning & Zoning Staff recommend approval of the proposed large-scale comp plan amendment of the City's Future Land Use Map on 90.28 +/- acres from Lake County Regional Office to City of Leesburg General Commercial.

Analysis:

The project site is approximately 90.28 acres. The property is generally located west of U.S. Highway 27 and south of the Florida Turnpike. Currently, the property is vacant. The proposed use is for a mixed-use development. The surrounding Future Land Use Map designations of Lake County Rural, Regional Office, Urban Low Density, and City General Commercial are compatible with the proposed future land use designation of City General Commercial. The proposed zoning designation of City PUD (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 24, 2014, allows property within the ISBA area but outside the current city limits to be annexed and obtain City of Leesburg utility services.

The Planning Commission held a public hearing on the application on June 19, 2025, and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested large-scale comprehensive plan amendment from Lake County Regional Office to City of Leesburg General Commercial; 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 REAL PROPERTY CONSISTING OF APPROXIMATELY 90.28 +/- ACRES; AND BEING GENERALLY LOCATED WEST OF U.S. HIGHWAY 27 AND SOUTH OF FLORIDA TURNPIKE, LYING IN SECTION 12, TOWNSHIP 21 SOUTH, RANGE 14 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (KALOS LSCP)

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 90.28 +/- acres of land generally west of U.S. Highway 27 and south of Florida Turnpike from Lake County Regional Office to City of Leesburg General Commercial, as shown on the revised map of said area, lying in Section 12, Township 21 South, Range 14 East, Lake County, Florida;

Section 2.

That this amendment is hereby transmitted to the Florida Department of Commerce as required by the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes;

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 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 the _____ day of _____ 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

LEGAL DESCRIPTION

THE NE 1/4 OF SE 1/4; THE S 1/4 OF SW 1/4 OF NE 1/4; THE SOUTH 810 FEET OF SE 1/4 OF NE 1/4; AND BEGINNING 510 FEET SOUTH AND 510 FEET WEST OF THE NORTHEAST CORNER OF SE 1/4 OF NE 1/4, RUN THENCE WEST TO THE WEST LINE OF SE 1/4 OF NE 1/4, THENCE NORTH TO THE NORTHWEST CORNER OF THE SE 1/4 OF NE 1/4, THENCE EAST TO THE SHORE LINE OF LAKE DILLY, BEGIN AGAIN AT THE POINT OF BEGINNING, RUN NORTH PARALLEL TO EAST LINE OF SE 1/4 OF NE 1/4 TO THE SHORE LINE OF LAKE DILLY, THENCE NORTHWESTERLY ALONG THE SHORE LINE OF SAID LAKE TO INTERSECT THE NORTH LINE OF THIS TRACT, ALL IN SEC. 12, TP. 21 S, R. 24 E, LESS THAT PART THEREOF CONVEYED TO THE FLORIDA STATE TURNPIKE AUTHORITY BY DEED DATED 30 APRIL 1963 AND RECORDED IN OFFICIAL RECORD BOOK 239, PAGE 995, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH

THAT PART OF THE WEST 1/2 OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LYING WESTERLY OF U.S. HIGHWAY 27 AND SOUTHERLY OF FLORIDA'S TURNPIKE DESCRIBED AS FOLLOWS:

COMMENCE AT A 2 INCH IRON PIPE MARKING THE WEST QUARTER CORNER OF SAID SECTION 7, SAID POINT ALSO BEING THE POINT OF BEGINNING, AND THE SOUTHWEST CORNER OF GOVERNMENT LOT 2 OF SAID SECTION 7; THENCE NORTH 00°48'49" WEST ALONG THE WEST BOUNDARY OF SAID SECTION 7 AND GOVERNMENT LOT 2, A DISTANCE OF 137.77 FEET TO A POINT; THENCE SOUTH 59°10'02" EAST, A DISTANCE OF 260.04 FEET TO A POINT; THENCE SOUTH 88°50'31" WEST ALONG THE SOUTH BOUNDARY OF SAID GOVERNMENT LOT 2 AFOREMENTIONED, A DISTANCE OF 221.38 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

THE NORTH 319.03 FEET OF GOVERNMENT LOT 3 OF SECTION 7, TOWNSHIP 21 RANGE 25, LAKE COUNTY, FLORIDA, LYING WESTERLY OF STATE ROAD NUMBER 25 (U.S. HIGHWAY 27) LESS:

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 638, PAGE 2270 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, MORE SPECIFICALLY A PORTION OF GOVERNMENT LOT 3 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST AND LYING SOUTHERLY OF THE FLORIDA'S TURNPIKE AND WESTERLY OF STATE ROAD 25 (U.S. 27); SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 2 INCH IRON PIPE MARKING THE WEST QUARTER CORNER OF SAID SECTION 7, SAID POINT ALSO BEING THE NORTHWEST CORNER OF GOVERNMENT LOT 3 OF SAID SECTION 7; THENCE NORTH $88^{\circ}50'31''$ EAST ALONG THE NORTH BOUNDARY OF SAID GOVERNMENT LOT 3, A DISTANCE OF 221.38 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE NORTH $88^{\circ}50'31''$ EAST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 132.13 FEET TO A POINT ON THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 25 (U.S. 27); THENCE SOUTH $02^{\circ}35'55''$ EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 319.03 FEET TO A POINT; THENCE SOUTH $87^{\circ}24'05''$ WEST A DISTANCE OF 70.00 FEET TO A POINT; THENCE NORTH $02^{\circ}35'55''$ WEST ALONG A LINE WHICH IS PARALLEL TO SAID EXISTING WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 25 (U.S. 27), A DISTANCE OF 281.36 FEET TO A POINT; THENCE NORTH $59^{\circ}10'02''$ WEST, A DISTANCE OF 74.40 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID GOVERNMENT LOT 3 AFOREMENTIONED; SAID POINT ALSO BEING THE POINT OF BEGINNING.



CITY OF LEESBURG PLANNING & ZONING DEPARTMENT RECOMMENDATIONS

DATE: June 19, 2025
OWNER: Jesse Claerbout
PETITIONER: Jesse Claerbout
PROJECT: Kalos
REQUEST: Large Scale Comprehensive Plan to Leesburg General Commercial
CASE NO.: LSCP-25-568

THE PLANNING & ZONING DEPARTMENT RECOMMENDS:

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

1. This project meets the requirements of Chapter 163.3184 Florida Statutes, for Large Scale Comprehensive Plan Amendments.
2. The proposed Large Scale Comprehensive Plan (LSCP) amendment is compatible with the adjacent future land use designations of Lake County Rural, Regional Office, Urban Low Density, and City General Commercial.
3. The proposed zoning classification of PUD (Planned Unit Development) is compatible, as conditioned, with the current surrounding zoning districts of Lake County A (Agriculture), PUD (Planned Unit Development), C-2 (Community Commercial District), and City SPUD (Small Planned Unit Development).
4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to **approve** staff's recommendation to change the future land use of the subject property from Lake County Rural Transition and Rural to City of Leesburg Estate Residential and forward this recommendation to the City Commission for consideration.

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

DATE: May 27, 2025
OWNER: Jesse Claerbout
PETITIONER: Jesse Claerbout
PROJECT: Kalos
REQUEST: Large Scale Comprehensive Plan to Leesburg General Commercial and Rezoning to PUD (Planned Unit Development)
CASE NO.: LSCP-25-568, PUD-25-569

GENERAL LOCATION: West of US Highway 27 and South of Florida Turnpike

FUTURE LAND USE DESIGNATION: Lake County Regional Office

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Rural, Regional Office, Urban Low Density
South – Lake County Urban Low Density, Regional Office, City General Commercial
East – Lake County Urban Low Density, Regional Office, City General Commercial
West – Lake County Urban Low Density, Rural

FROM: LAKE COUNTY FLU DESIGNATION	TO: CITY OF LEESBURG FLU DESIGNATION	NUMBER OF ACRES
Regional Office	General Commercial	90.28 +/-

PROPOSED FUTURE LAND USE DESIGNATION: City of Leesburg General Commercial

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County A (Agriculture), C-2 (Community Commercial District), PUD (Planned Unit Development)
South – Lake County A (Agriculture), PUD (Planned Unit Development), City SPUD (Small Planned Unit Development)
East – Lake County A (Agriculture), C-2 (Community Commercial District), PUD (Planned Unit Development), City PUD (Planned Unit Development)
West – Lake County A (Agriculture), PUD (Planned Unit Development)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Vacant

SURROUNDING LAND USE:

North – Pasture, Vacant Gov't State, Vacant Commercial
South – Residential
East – Vacant Commercial, Hospital, Residential
West – Pasture, Non-Agricultural Acreage, Residential

PROPOSED LAND USE: Mixed-Use Development

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

DATE: May 27, 2025
OWNER: Jesse Claerbout
PETITIONER: Jesse Claerbout
PROJECT: Kalos
REQUEST: Large Scale Comprehensive Plan to Leesburg General Commercial and Rezoning to PUD (Planned Unit Development)
CASE NO.: LSCP-25-568, PUD-25-569

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 06/13/2025

FIRE

In reference to Case Number LSCP-25-568, PUD-25-569

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number LSCP-25-568, PUD-25-569 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.

4.1.2.1

The fire department shall establish the following performance objectives for the first-due response zones that are identified by the AHJ:

- (1) Alarm handling time completion in accordance with 4.1.2.3
- (2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
- (3)* 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
- (4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
- (5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
- (8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or basic life support (BLS) unit arrived in 240 seconds or less travel time

Amanda Stevenson 06/13/2025

ELECTRIC

“This area is outside of Leesburg Electric Service Territory. We have no objections.” – Steve Davis
5/28/2025

GAS

“No objections, Gas is available in the area.” – Wayne Williams 5/29/2025

GIS

No comments received as of 06/13/2025

BUILDING

No comments received as of 06/13/2025

PUBLIC WORKS

No comments received as of 06/13/2025

ADDRESSING

No comments received as of 06/13/2025

ECONOMIC DEVELOPMENT

No comments received as of 06/13/2025

LAKE COUNTY PUBLIC WORKS

No comments received as of 06/13/2025

LAKE COUNTY SCHOOLS

“The school district does not have comments on the proposed commercial PUD.” – Helen C. Lavalley
5/29/2025

PUBLIC RESPONSES

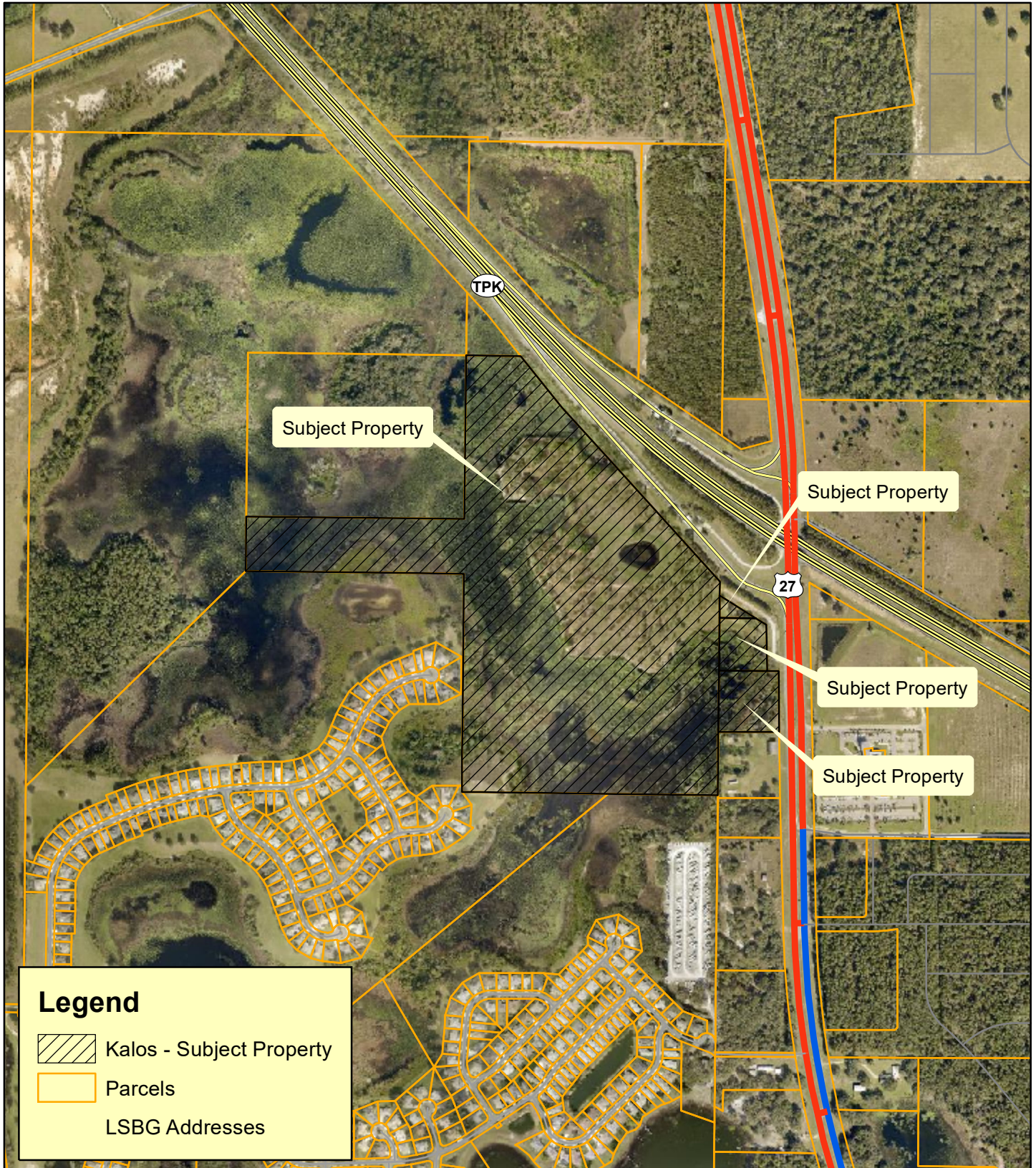
Approval

No comments received as of 06/13/2025

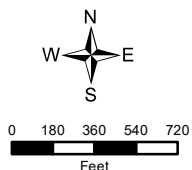
Disapproval

No comments received as of 06/13/2025

Aerial

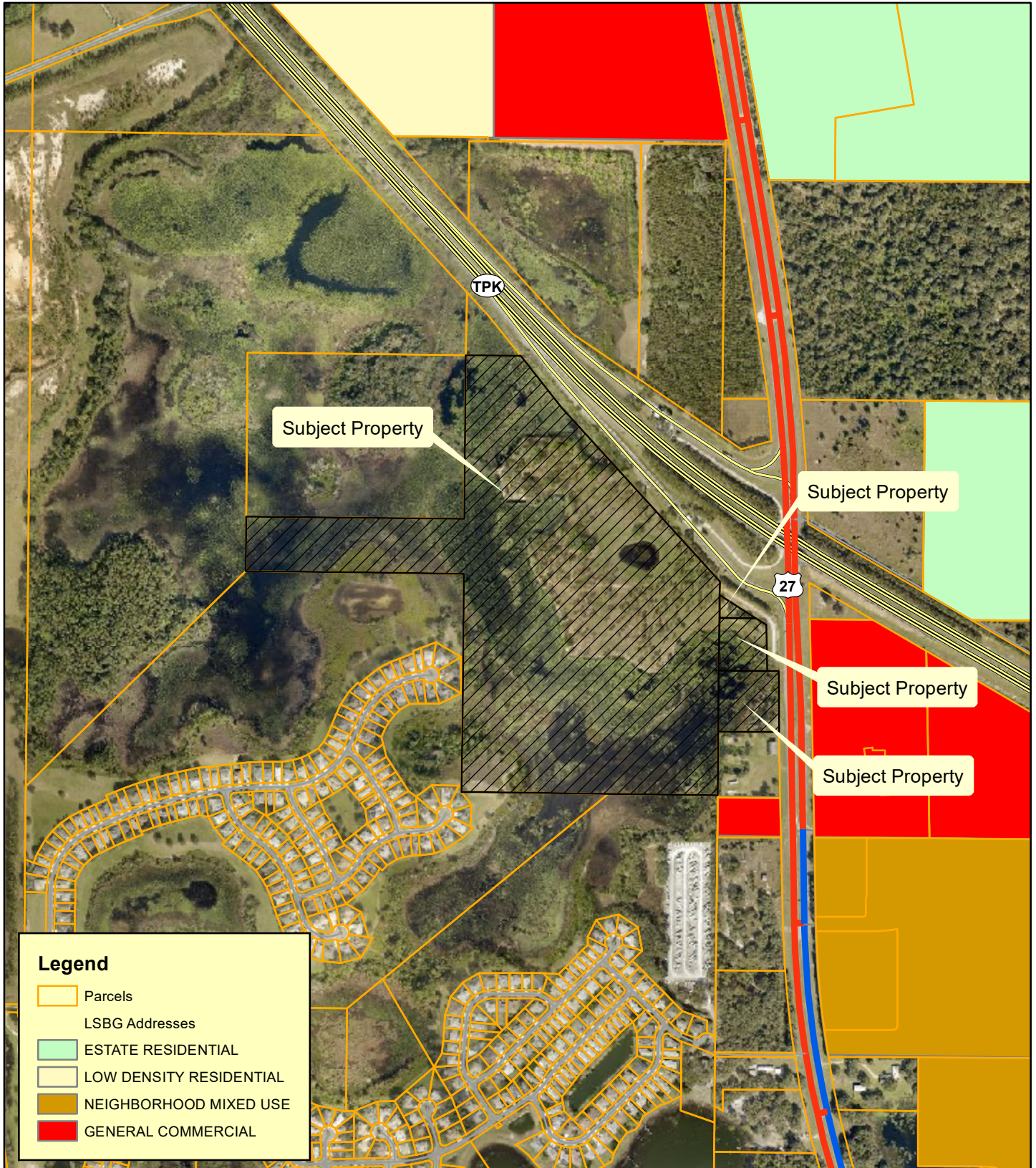


**Planning
& Zoning
Division**

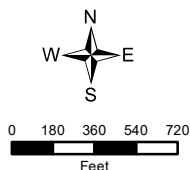


Kalos
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AK#: 1081955, 3878016, 3553918, 3471849 (90.28 Acres)
Section 12, Township 21 South, Range 14 East
May 20, 2025

Future Land Use

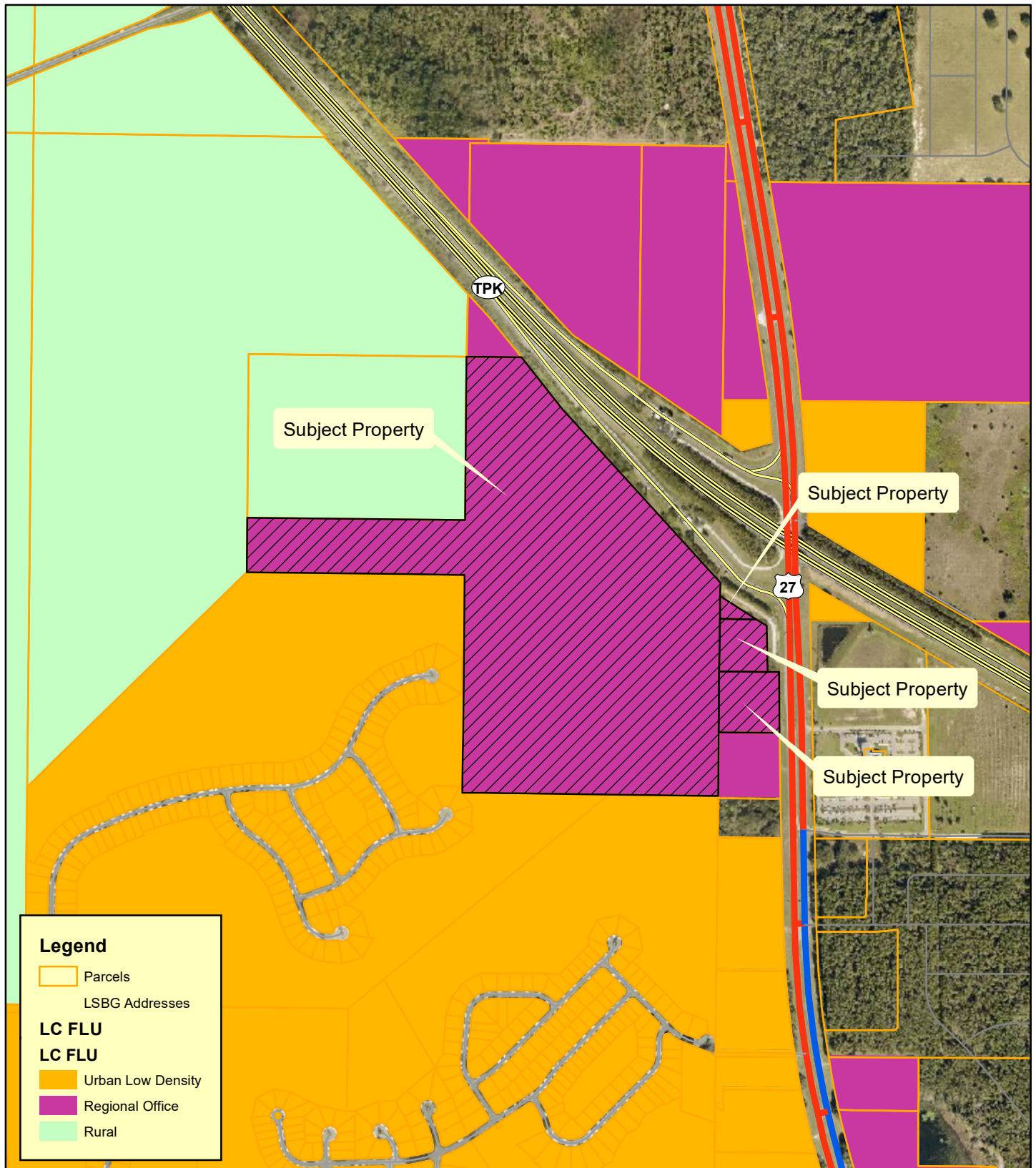


**Planning
& Zoning
Division**

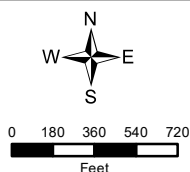


Kalos
 ANN-25-567; LSCP-25-568; PUD-25-569
 AK#: 1081955, 3878016, 3553918, 3471849 (90.28 Acres)
 Section 12, Township 21 South, Range 14 East
 May 20, 2025

Lake County Future Land Use

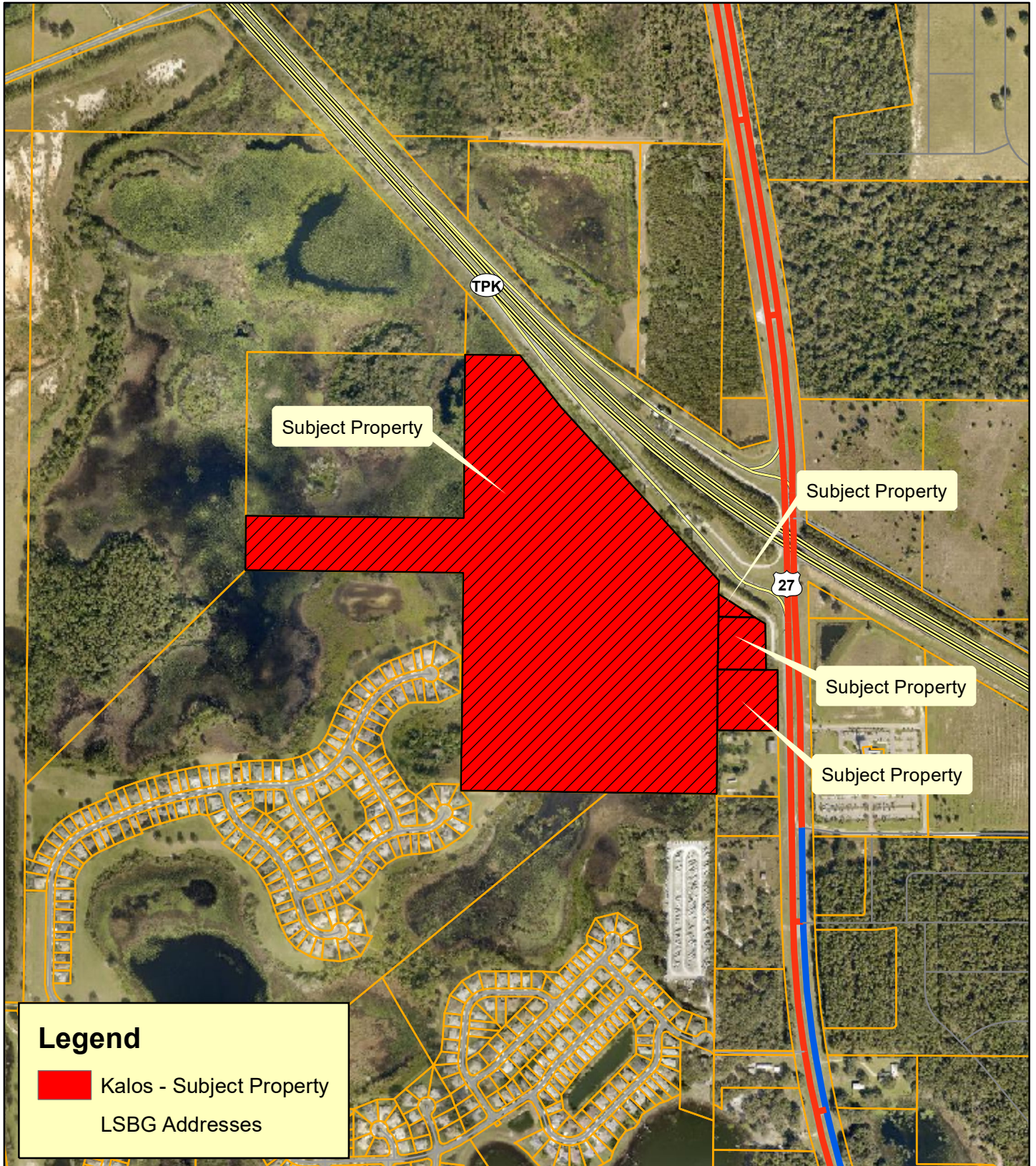


**Planning
& Zoning
Division**

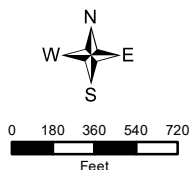


Kalos
 ANN-25-567; LSCP-25-568; PUD-25-569
 AK#: 1081955, 3878016, 3553918, 3471849 (90.28 Acres)
 Section 12, Township 21 South, Range 14 East
 May 20, 2025

Proposed Future Land Use



**Planning
& Zoning
Division**



Kalos
ANNX-25-567; LSCP-25-568; PUD-25-569
AK#: 1081955, 3878016, 3553918, 3471849 (90.28 Acres)
Section 12, Township 21 South, Range 14 East
May 20, 2025

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.7.

Meeting Date: July 14, 2025

From: Dan Miller, (Planning and Zoning Director), Dianne Yekel, (Senior Planner)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 90.28 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for a mixed-use development, for a property generally located west of U.S. Highway 27 and south of Florida Turnpike, lying in Section 12, Township 21 South, Range 14 East, Lake County, Florida; and providing an effective date. (Kalos PUD)

Staff Recommendation:

Planning and Zoning Staff recommend approval of the request to rezone the subject property from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for a mixed-use development.

Analysis:

The project site is approximately 90.28 +/- acres, and is generally located west of U.S. Highway 27 and south of the Florida Turnpike as shown on the attached maps. At this time, the property is vacant. The proposal will allow for a mixed-use development. The existing land uses surrounding the property are Pasture, Vacant Government State, Vacant Commercial, Residential, Hospital, Non-Agricultural Acreage. 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 19, 2025, and recommended approval.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

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 90.28 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR A MIXED-USE DEVELOPMENT, FOR A PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 27 AND SOUTH OF FLORIDA TURNPIKE, LYING IN SECTION 12, TOWNSHIP 21 SOUTH, RANGE 14 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (KALOS PUD)

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

Section 1.

Based upon the petition of Jessie Claerbout (Kalos Services Florida), "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 Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development), to-wit:

**(Legal Description)
(See Exhibit A)**

Section 2.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____ 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

LEGAL DESCRIPTION

THE NE 1/4 OF SE 1/4; THE S 1/4 OF SW 1/4 OF NE 1/4; THE SOUTH 810 FEET OF SE 1/4 OF NE 1/4; AND BEGINNING 510 FEET SOUTH AND 510 FEET WEST OF THE NORTHEAST CORNER OF SE 1/4 OF NE 1/4, RUN THENCE WEST TO THE WEST LINE OF SE 1/4 OF NE 1/4, THENCE NORTH TO THE NORTHWEST CORNER OF THE SE 1/4 OF NE 1/4, THENCE EAST TO THE SHORE LINE OF LAKE DILLY, BEGIN AGAIN AT THE POINT OF BEGINNING, RUN NORTH PARALLEL TO EAST LINE OF SE 1/4 OF NE 1/4 TO THE SHORE LINE OF LAKE DILLY, THENCE NORTHWESTERLY ALONG THE SHORE LINE OF SAID LAKE TO INTERSECT THE NORTH LINE OF THIS TRACT, ALL IN SEC. 12, TP. 21 S, R. 24 E, LESS THAT PART THEREOF CONVEYED TO THE FLORIDA STATE TURNPIKE AUTHORITY BY DEED DATED 30 APRIL 1963 AND RECORDED IN OFFICIAL RECORD BOOK 239, PAGE 995, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH

THAT PART OF THE WEST 1/2 OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LYING WESTERLY OF U.S. HIGHWAY 27 AND SOUTHERLY OF FLORIDA'S TURNPIKE DESCRIBED AS FOLLOWS:

COMMENCE AT A 2 INCH IRON PIPE MARKING THE WEST QUARTER CORNER OF SAID SECTION 7, SAID POINT ALSO BEING THE POINT OF BEGINNING, AND THE SOUTHWEST CORNER OF GOVERNMENT LOT 2 OF SAID SECTION 7; THENCE NORTH 00°48'49" WEST ALONG THE WEST BOUNDARY OF SAID SECTION 7 AND GOVERNMENT LOT 2, A DISTANCE OF 137.77 FEET TO A POINT; THENCE SOUTH 59°10'02" EAST, A DISTANCE OF 260.04 FEET TO A POINT; THENCE SOUTH 88°50'31" WEST ALONG THE SOUTH BOUNDARY OF SAID GOVERNMENT LOT 2 AFOREMENTIONED, A DISTANCE OF 221.38 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

THE NORTH 319.03 FEET OF GOVERNMENT LOT 3 OF SECTION 7, TOWNSHIP 21 RANGE 25, LAKE COUNTY, FLORIDA, LYING WESTERLY OF STATE ROAD NUMBER 25 (U.S. HIGHWAY 27) LESS:

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 638, PAGE 2270 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, MORE SPECIFICALLY A PORTION OF GOVERNMENT LOT 3 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST AND LYING SOUTHERLY OF THE FLORIDA'S TURNPIKE AND WESTERLY OF STATE ROAD 25 (U.S. 27); SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 2 INCH IRON PIPE MARKING THE WEST QUARTER CORNER OF SAID SECTION 7, SAID POINT ALSO BEING THE NORTHWEST CORNER OF GOVERNMENT LOT 3 OF SAID SECTION 7; THENCE NORTH $88^{\circ}50'31''$ EAST ALONG THE NORTH BOUNDARY OF SAID GOVERNMENT LOT 3, A DISTANCE OF 221.38 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE NORTH $88^{\circ}50'31''$ EAST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 132.13 FEET TO A POINT ON THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 25 (U.S. 27); THENCE SOUTH $02^{\circ}35'55''$ EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 319.03 FEET TO A POINT; THENCE SOUTH $87^{\circ}24'05''$ WEST A DISTANCE OF 70.00 FEET TO A POINT; THENCE NORTH $02^{\circ}35'55''$ WEST ALONG A LINE WHICH IS PARALLEL TO SAID EXISTING WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 25 (U.S. 27), A DISTANCE OF 281.36 FEET TO A POINT; THENCE NORTH $59^{\circ}10'02''$ WEST, A DISTANCE OF 74.40 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID GOVERNMENT LOT 3 AFOREMENTIONED; SAID POINT ALSO BEING THE POINT OF BEGINNING.

KALOS
PUD (PLANNED UNIT DEVELOPMENT AGREEMENT)
JUNE 19, 2025

This Planned Unit Development Agreement for a PUD (Planned Unit Development) zoning district is granted by the City of Leesburg Planning Commission, Lake County, Florida to **Kalos Services, c/o Jesse Claerbout, "Owner", 7275 County Road 736, Center Hill, FL 33514** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow a future mixed-use development on approximately 90.28 +/- acres generally located west of US Highway 27 and south of Florida Turnpike, on a site within the City of Leesburg ISBA 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 **Kalos Services, c/o Jesse Claerbout, "Owner", 7275 County Road 736, Center Hill, FL 33514** to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.
2. **LEGAL DESCRIPTION**

See attached **Exhibit B, Legal Description**.

3. **LAND USE**

The above-described property, containing approximately 90.28 +/- acres, shall be used for a mixed-use development substantially consistent with the **Conceptual Plan, Exhibit C, and Example Facades, Exhibit D**, attached hereto, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

1. Warehouse
2. Office Building
3. Educational Building (vocational, trade, business school)
4. Multi-family residential
5. Medical & veterinary
6. Indoor/outdoor sports academy
7. Vehicle services
8. House of worship

B. Other Related Uses

Other uses, related to the primary use, may be included by written determination of the Planning & Zoning Director. Such uses shall be consistent with the intent and purpose of the zoning requirements set forth in this PUD Agreement, and shall meet the parking standards as required herein. Parking availability and daily trips generated may limit the permitted uses.

C. Prohibited Uses

All uses not specifically permitted by Sections 3.A. are considered prohibited.

4. **DEVELOPMENT STANDARDS**

A. Lot development standards shall be those of the C-3 (Highway Commercial) zoning district, except as amended by these conditions, and may limit the permitted uses based on site plan requirements.

B. Building Setbacks (as measured from the property lines)

1. Front: 50-feet
2. Side: 20-feet
3. Rear: 50-feet
4. Perimeter property boundary: See Section 10, Open Space, Landscaping & Buffer Requirements
5. Accessory structures shall have a minimum rear and side setback of ten (10) feet, and shall not occupy more than 15% of the required rear yard.

C. Open Space

1. A minimum of thirty-five (35) percent of the site shall be developed as open space, including retention areas, buffer and landscaped areas. Parking areas and vehicle access areas shall not be considered in calculating open space.

D. Height

1. Maximum building height shall not exceed three (3) stories with a maximum height of 35-feet except for additional height approved by staff for roof, elevators, a/c units etc., as approved through the Development Review process.

E. Maximum allowed Impervious Surface Ratio (ISR) of 65%.

F. All structure heights shall be measured from the first floor, finished floor elevation on the site.

- G. Easements:
 - 1. As part of the development process, easements shall be provided as required by the City of Leesburg and other utility providers, including but not limited to water, wastewater, natural gas, electric, fiber, cable, and communications, for installation and maintenance of utilities.
- H. Areas of property not occupied by structures, displays or paving shall be landscaped and maintained in accordance with City of Leesburg Code of Ordinances, as amended.

5. ACCESS AND CIRCULATION

- A. Site Access
 - 1. Access to the site shall be provided by a minimum of one (1) access point from US Highway 27, as shown on **Exhibit C, Conceptual Site Plan**, attached hereto. Final determination of the direction of traffic movement into and out of all permitted access points shall be determined through the traffic/transportation study review process as required by the City's site plan review process, including review by Lake County Public Works and/or Florida Department of Transportation, and the Development Review process.
- B. Internal Circulation
 - 1. All drives and access points shall be constructed so that the continuous vehicular and pedestrian access is available among and between the industrial buildings.
- C. Pedestrian Access
 - 1. Sidewalks shall be installed per City of Leesburg codes and specifications.
 - 2. All pedestrians crossing areas shall be visibly marked with appropriate pedestrian crossing signage and striping. Intersections shall have street pavers, striping or similar materials approved through the appropriate site and/or building permit process, to allow safe crossing points and pedestrian access to all structures.

6. PARKING

- A. General
 - 1. The permittee shall have off-street parking spaces within all areas of the property per an approved site plan pursuant to the City of Leesburg Code of Ordinances. All development shall include the required number of handicapped parking spaces.
 - 2. The location and design of the proposed parking areas will be reviewed during the site plan review process to provide for adequate parking, which may limit the permitted uses of the site.

7. ARCHITECTURAL STANDARDS

- A. Mechanical units and roof equipment should be screened from view with parapet or other screening method so that the equipment is not seen from the public-right-of way or residential property.

- B. With the exception of building height and setbacks, spatial requirements set forth herein for non-residential structures shall be deemed satisfied provided as-built measurements do not deviate from such requirement by more than five (5) percent.
- 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 as **Exhibit E**, attached hereto.
- D. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Director or designee.
- E. The structure shall be subject to Section 25-360 City of Leesburg Code of Ordinances.

8. **SIGNAGE**

- A. Ground signs
 - 1. All ground signage for the property shall be monument style signs with design and architectural style consistent with the overall development, and consistent with the requirements of the sign regulations of the City of Leesburg.
- B. Alternative Designs.
 - 1. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Planning and Zoning Director where the architectural style would be in keeping with the intent of these sign regulations.
- C. Landscaping for ground signs
 - 1. Landscaping around all monument signs shall comply with the standards and requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.
- D. Wall signs
 - 1. All wall signage for the property shall be designed and constructed to comply with the standards and requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.

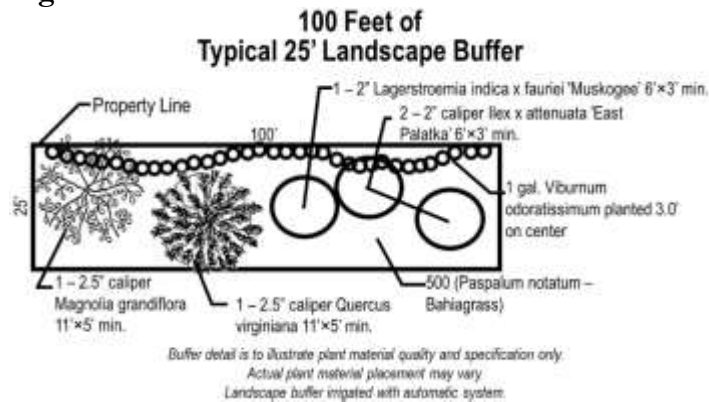
9. **OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS**

- A. Open space may consist of buffers, wetlands, and retention areas.
- B. Required Perimeter Landscape Buffers:
 - 1. North – 25’
 - 2. South – 25’
 - 3. East – 25’
 - 4. West – 25’
- C. Landscape buffers are to consist of natural existing landscaping where possible.
- D. A master landscape plan shall be submitted for review by City staff for all landscaping, buffer and boundary areas, parking lots, access roads, entry ways and new construction. This plan shall be reviewed for consistency with this PUD document and the Conceptual Site Plan (**Exhibit C**), attached hereto, and City of Leesburg landscape code requirements.
- E. All other landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-336, *Landscaping requirements for industrial district*, 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



- H. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Director or designee, to the extent that the overall intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.
- I. The surveying of trees on the property shall be conducted as follows:
1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
 2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
 3. The tree survey shall be completed by a licensed surveyor.

10. UTILITIES

- A. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, 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:

1. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
2. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new home projects in the city, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.
3. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

11. STORMWATER/DRAINAGE MANAGEMENT

- A. All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:
 1. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
 2. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
 3. A responsible legal entity for the maintenance of the stormwater management system shall be provided prior to final site plan approval. A property owners or maintenance association is an acceptable entity.
 4. The existing 100-year flood plain on the property shall be shown on all plans and lots.
 5. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
 6. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.
 7. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.

- a. 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.
- b. 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.

12. 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 property owner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.
- C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.
- D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.
- E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.
- F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.
- G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.
- H. A map indicating the location of the 100-year flood plain.
- I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.

- J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

13. TRANSPORTATION IMPROVEMENTS

- A. Traffic/Transportation Study
 - 1. Traffic/transportation studies shall be submitted for new developments/phases during the site plan review process, for review and determination of any access improvements as required by FDOT, Lake County, the Lake-Sumter MPO or the City of Leesburg. Any required improvements will be the responsibility of the Permittee.
- B. Approvals for Improvements
 - 1. All transportation improvements shall be contingent upon site plan approval by City of Leesburg staff during development review/permit application. Said approval shall also be contingent upon review and approval by the Lake-Sumter MPO, Lake County and the Florida Department of Transportation where required.
 - 2. Improvements required may include, but are not limited to, traffic signals, turn lanes, acceleration/deceleration lanes, etc.
- C. Roadway Improvements
 - 1. The Applicant shall provide all necessary roadway and intersection improvements within the development and its connection to US Highway 27.
 - 2. Any offsite improvements required by FDOT, Lake County, Lake-Sumter MPO and the City of Leesburg shall be based on a current traffic analysis, shall be the developer's responsibility and shall be reviewed by City staff during the site plan review process. Approval of all necessary permits and improvements as required by the City of Leesburg, the Lake-Sumter MPO, Lake County and FDOT shall include any needed right-of-way, signalization and improvements required to support the development.
- D. Internal Circulation
 - 1. Drives and accesses shall be constructed within the interior of the development such that continuous vehicular access is available among and between all structures within the development.

14. 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.

15. 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's association shall serve as an appropriate entity for all common properties within the development.

16. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. As part of the overall development review process, if the project is constructed in phases, the plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

17. REVERSION

- A. Upon approval of this PUD by the City Commission, a development permit or building permit application must be submitted with the City for work related to one or more phases of the PUD within four (4) years of this approval becoming final with no appeal pending or the PUD will automatically expire, unless otherwise lawfully extended by the City or Section 252.363, Florida Statutes. In the event the PUD expires, the Property shall be governed by the zoning regulations applicable to the RE-1 (Estate Density Residential) zoning district.

18. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved 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 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 these PUD Agreement of Approval 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 PUD 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.

19. LEVELS OF SERVICE

A. Levels of Service

1. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid 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.

B. Utilities

A. 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.

- C. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

D. Commitment of Capacity

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

E. Ability to Provide Services

1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

EXHIBIT B**LEGAL DESCRIPTION**

THE NE 1/4 OF SE 1/4; THE S 1/4 OF SW 1/4 OF NE 1/4; THE SOUTH 810 FEET OF SE 1/4 OF NE 1/4; AND BEGINNING 510 FEET SOUTH AND 510 FEET WEST OF THE NORTHEAST CORNER OF SE 1/4 OF NE 1/4, RUN THENCE WEST TO THE WEST LINE OF SE 1/4 OF NE 1/4, THENCE NORTH TO THE NORTHWEST CORNER OF THE SE 1/4 OF NE 1/4, THENCE EAST TO THE SHORE LINE OF LAKE DILLY, BEGIN AGAIN AT THE POINT OF BEGINNING, RUN NORTH PARALLEL TO EAST LINE OF SE 1/4 OF NE 1/4 TO THE SHORE LINE OF LAKE DILLY, THENCE NORTHWESTERLY ALONG THE SHORE LINE OF SAID LAKE TO INTERSECT THE NORTH LINE OF THIS TRACT, ALL IN SEC. 12, TP. 21 S, R. 24 E, LESS THAT PART THEREOF CONVEYED TO THE FLORIDA STATE TURNPIKE AUTHORITY BY DEED DATED 30 APRIL 1963 AND RECORDED IN OFFICIAL RECORD BOOK 239, PAGE 995, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH

THAT PART OF THE WEST 1/2 OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LYING WESTERLY OF U.S. HIGHWAY 27 AND SOUTHERLY OF FLORIDA'S TURNPIKE DESCRIBED AS FOLLOWS:

COMMENCE AT A 2 INCH IRON PIPE MARKING THE WEST QUARTER CORNER OF SAID SECTION 7, SAID POINT ALSO BEING THE POINT OF BEGINNING, AND THE SOUTHWEST CORNER OF GOVERNMENT LOT 2 OF SAID SECTION 7; THENCE NORTH 00°48'49" WEST ALONG THE WEST BOUNDARY OF SAID SECTION 7 AND GOVERNMENT LOT 2, A DISTANCE OF 137.77 FEET TO A POINT; THENCE SOUTH 59°10'02" EAST, A DISTANCE OF 260.04 FEET TO A POINT; THENCE SOUTH 88°50'31" WEST ALONG THE SOUTH BOUNDARY OF SAID GOVERNMENT LOT 2 AFOREMENTIONED, A DISTANCE OF 221.38 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

THE NORTH 319.03 FEET OF GOVERNMENT LOT 3 OF SECTION 7, TOWNSHIP 21 RANGE 25, LAKE COUNTY, FLORIDA, LYING WESTERLY OF STATE ROAD NUMBER 25 (U.S. HIGHWAY 27) LESS:

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 638, PAGE 2270 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, MORE SPECIFICALLY A PORTION OF GOVERNMENT LOT 3 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST AND LYING SOUTHERLY OF THE FLORIDA'S TURNPIKE AND WESTERLY OF STATE ROAD 25 (U.S. 27); SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 2 INCH IRON PIPE MARKING THE WEST QUARTER CORNER OF SAID SECTION 7, SAID POINT ALSO BEING THE NORTHWEST CORNER OF GOVERNMENT LOT 3 OF SAID SECTION 7; THENCE NORTH 88°50'31" EAST ALONG THE NORTH BOUNDARY OF SAID GOVERNMENT LOT 3, A DISTANCE OF 221.38 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE NORTH 88°50'31" EAST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 132.13 FEET TO A POINT ON THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 25 (U.S. 27); THENCE SOUTH 02°35'55" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 319.03 FEET TO A POINT; THENCE SOUTH 87°24'05" WEST A DISTANCE OF 70.00 FEET TO A POINT; THENCE NORTH 02°35'55" WEST ALONG A LINE WHICH IS PARALLEL TO SAID EXISTING WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 25 (U.S. 27), A DISTANCE OF 281.36 FEET TO A POINT; THENCE NORTH 59°10'02" WEST, A DISTANCE OF 74.40 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID GOVERNMENT LOT 3 AFOREMENTIONED; SAID POINT ALSO BEING THE POINT OF BEGINNING.



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CONCEPTUAL SITE PLAN FOR:
KALOS SERVICES CAMPUS - PHASE 1
LEESBURG, FLORIDA



EXHIBIT D

EXAMPLE FACADES





FRONT ELEVATION



LEFT SIDE ELEVATION

GPKKA // GARY KALOS
ARCHITECTURAL ELEVATIONS © 2019

ELEVATIONS FOR:
DESTINATION TRAINING CENTER
15,000 SF

KALOS
SERVICES



GPKKA // GARY KALOS
ARCHITECTURAL ELEVATIONS © 2019

CONCEPT RENDERING FOR:
DESTINATION TRAINING CENTER
15,000 SF

KALOS
SERVICES



GERKA II DAVID CORREIA ARCHITECTURAL, LLC/DAVID CORREIA

CONCEPT ELEVATION FOR:
APARTMENTS (16 UNITS)

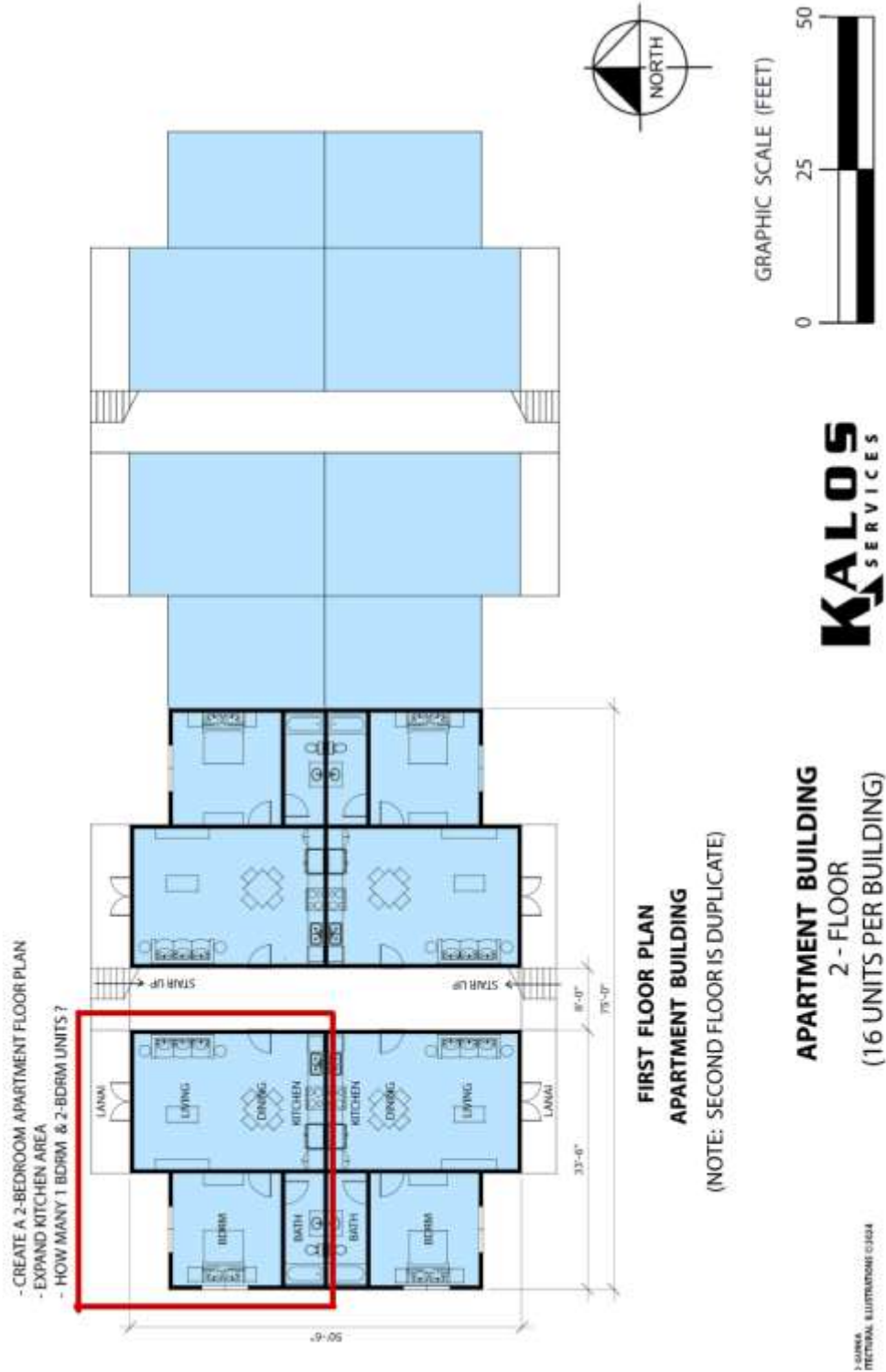
KALOS
SERVICES

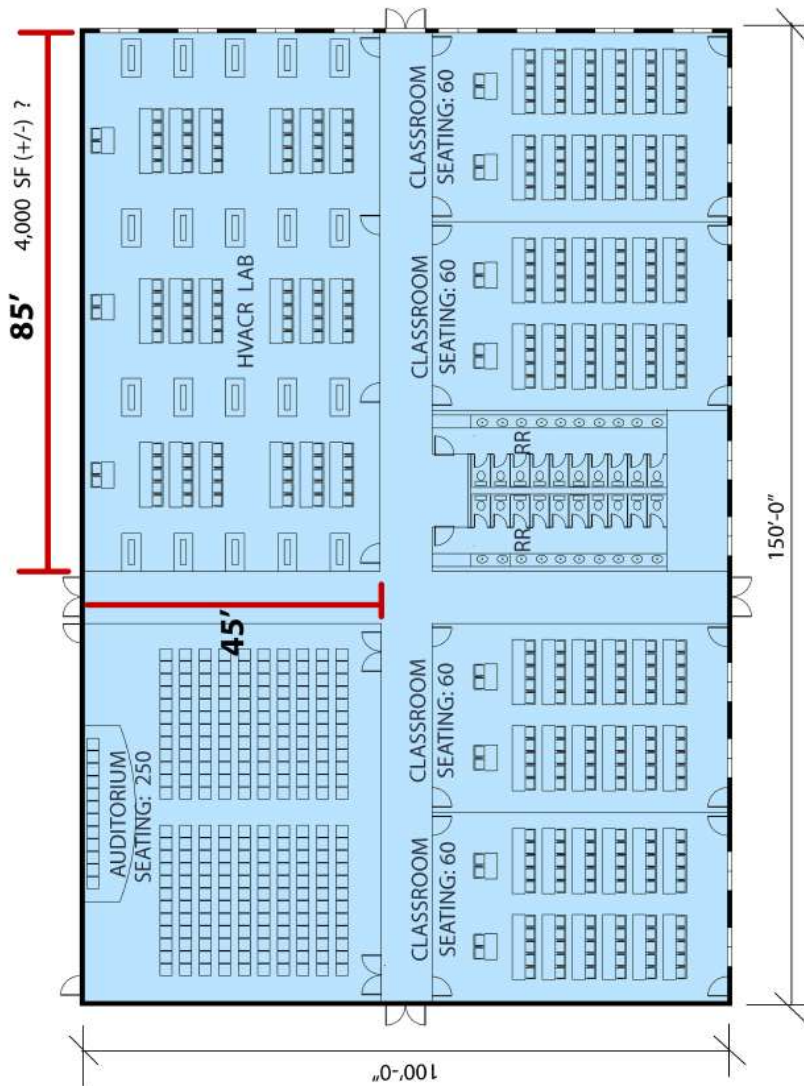


GERKA II DAVID CORREIA ARCHITECTURAL, LLC/DAVID CORREIA

CONCEPT RENDERING FOR:
APARTMENTS (16 UNITS)

KALOS
SERVICES





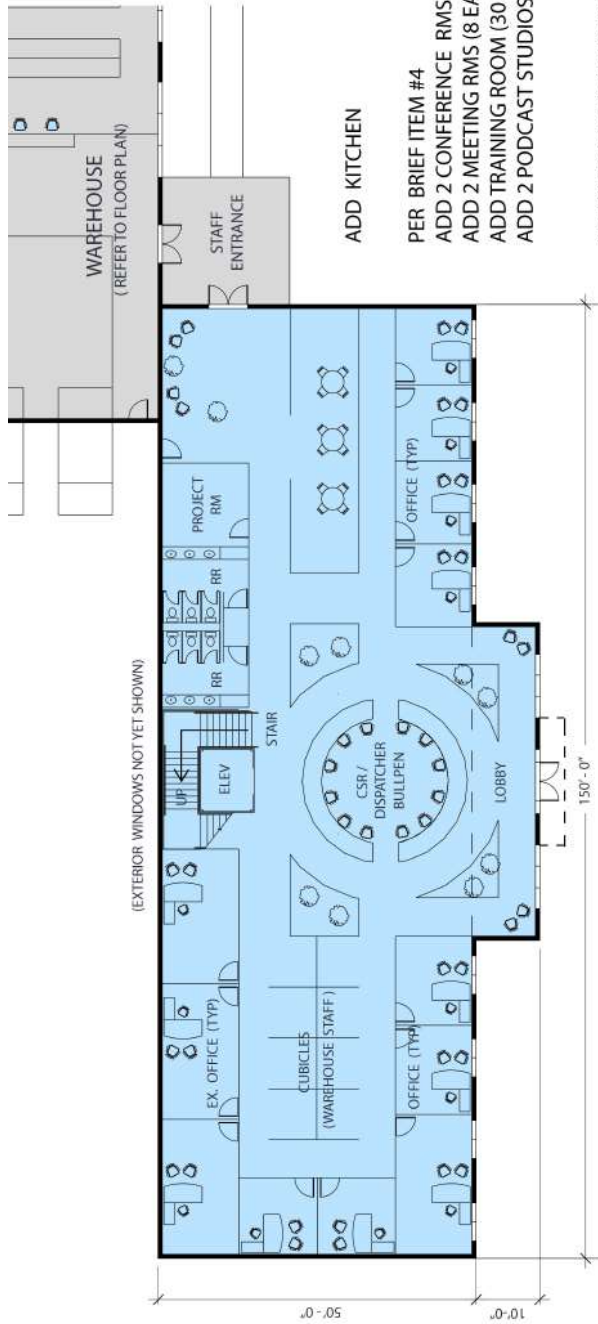
- HVACR LAB
SIZE & SQUARE FOOTAGE REQUIRED ?
- NUMBER OF WORKBENCH STATIONS?
ADDITIONAL TABLE SEATING?
- PHOTOS OF EQUIPMENT AND EXISTING LAB
TO DETERMINE FLOOR LAYOUT
(IS EXISTING EQUIP BEING RELOCATED?)
- PROPER LAYOUT / POSITIONING OF
EQUIPMENT FOR WORKFLOW / PROCESS ?.
- ADD COMMERCIAL KITCHEN TO BUILDING
- CONFIGURE CLASSROOMS TO BE ABLE TO OPEN TO
AND EXPAND AUDITORIUM AREA ?!!
- IF BUILDING SIZE NEEDS TO EXPAND, DETERMINE
IN LENGTH OR WIDTH BASED ON SITE PLAN
POSITIONING

**DESTINATION
TRAINING CENTER**
(15,000 TOTAL SF APP.)

GURKA // DAVID GURKA
ARCHITECTURAL ILLUSTRATIONS © 2024

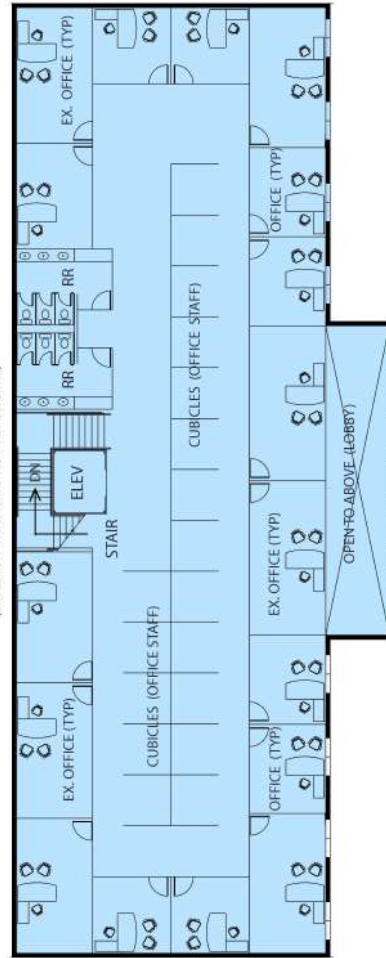
**KALOS
SERVICES**





FIRST FLOOR PLAN

(EXTERIOR WINDOWS NOT YET SHOWN)



SECOND FLOOR PLAN

OFFICE BUILDING (16,000 TOTAL SF APP.)

GURKA // DAVID GURKA
 ARCHITECTURAL ILLUSTRATIONS ©2024

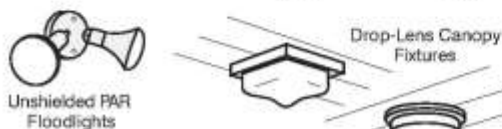
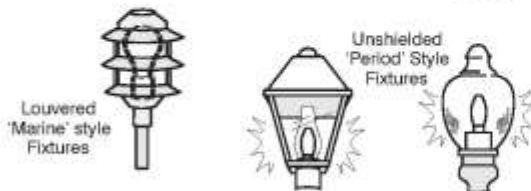
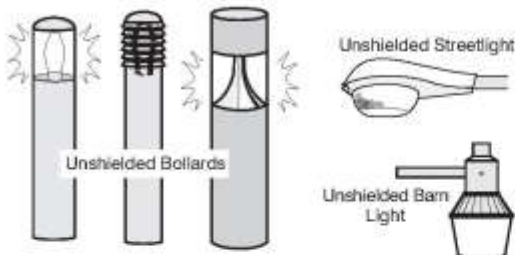
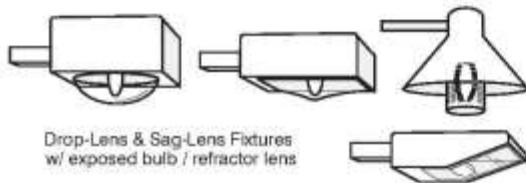
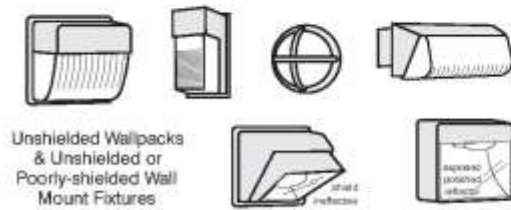
KALOS
 SERVICES



Examples of Acceptable / Unacceptable Lighting Fixtures

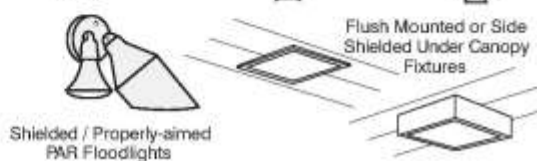
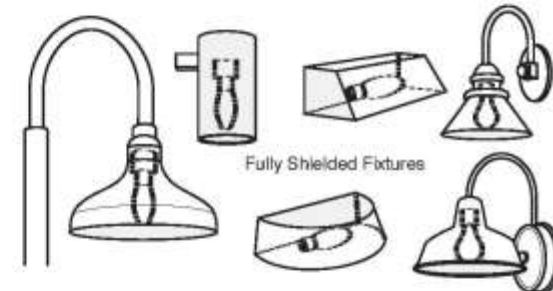
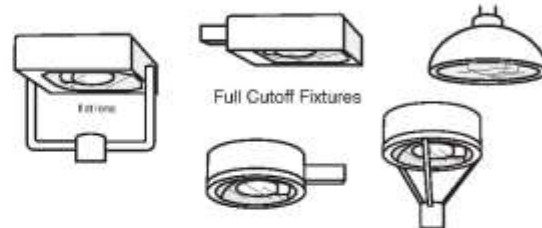
Unacceptable / Discouraged

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



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CITY OF LEESBURG PLANNING & ZONING DEPARTMENT RECOMMENDATIONS

DATE: June 19, 2025
OWNER: Jesse Claerbout
PETITIONER: Jesse Claerbout
PROJECT: Kalos
REQUEST: Rezoning to PUD (Planned Unit Development)
CASE NO.: PUD-25-569

THE PLANNING & ZONING DEPARTMENT RECOMMENDS:

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

1. The proposed zoning classification of PUD (Planned Unit Development) is compatible, as conditioned, with the current surrounding zoning districts of Lake County A (Agriculture), PUD (Planned Unit Development), C-2 (Community Commercial District), and City SPUD (Small Planned Unit Development).
2. The proposed Large Scale Comprehensive Plan (LSCP) amendment is compatible with the adjacent future land use designations of Lake County Rural, Regional Office, Urban Low Density, and City General Commercial.
3. The proposed request, as conditioned, does not appear to create a detriment to surrounding properties, based on the conditions, location and proximity to future compatible development.

Action Requested:

1. Vote to **approve** staff's recommendation to rezone the subject property from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) and forward to the City Commission for consideration.

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

DATE: May 27, 2025
OWNER: Jesse Claerbout
PETITIONER: Jesse Claerbout
PROJECT: Kalos
REQUEST: Large Scale Comprehensive Plan to Leesburg General Commercial and Rezoning to PUD (Planned Unit Development)
CASE NO.: LSCP-25-568, PUD-25-569

GENERAL LOCATION: West of US Highway 27 and South of Florida Turnpike

FUTURE LAND USE DESIGNATION: Lake County Regional Office

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Rural, Regional Office, Urban Low Density
South – Lake County Urban Low Density, Regional Office, City General Commercial
East – Lake County Urban Low Density, Regional Office, City General Commercial
West – Lake County Urban Low Density, Rural

<u>FROM: LAKE COUNTY</u> FLU DESIGNATION	<u>TO: CITY OF LEESBURG</u> FLU DESIGNATION	NUMBER OF ACRES
Regional Office	General Commercial	90.28 +/-

PROPOSED FUTURE LAND USE DESIGNATION: City of Leesburg General Commercial

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County A (Agriculture), C-2 (Community Commercial District), PUD (Planned Unit Development)
South – Lake County A (Agriculture), PUD (Planned Unit Development), City SPUD (Small Planned Unit Development)
East – Lake County A (Agriculture), C-2 (Community Commercial District), PUD (Planned Unit Development), City PUD (Planned Unit Development)
West – Lake County A (Agriculture), PUD (Planned Unit Development)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Vacant

SURROUNDING LAND USE:

North – Pasture, Vacant Gov't State, Vacant Commercial
South – Residential
East – Vacant Commercial, Hospital, Residential
West – Pasture, Non-Agricultural Acreage, Residential

PROPOSED LAND USE: Mixed-Use Development

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

DATE: May 27, 2025
OWNER: Jesse Claerbout
PETITIONER: Jesse Claerbout
PROJECT: Kalos
REQUEST: Large Scale Comprehensive Plan to Leesburg General Commercial and Rezoning to PUD (Planned Unit Development)
CASE NO.: LSCP-25-568, PUD-25-569

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 06/13/2025

FIRE

In reference to Case Number LSCP-25-568, PUD-25-569

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number LSCP-25-568, PUD-25-569 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.

4.1.2.1

The fire department shall establish the following performance objectives for the first-due response zones that are identified by the AHJ:

- (1) Alarm handling time completion in accordance with 4.1.2.3
- (2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
- (3)* 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
- (4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
- (5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
- (8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or basic life support (BLS) unit arrived in 240 seconds or less travel time

Amanda Stevenson 06/13/2025

ELECTRIC

“This area is outside of Leesburg Electric Service Territory. We have no objections.” – Steve Davis
5/28/2025

GAS

“No objections, Gas is available in the area.” – Wayne Williams 5/29/2025

GIS

No comments received as of 06/13/2025

BUILDING

No comments received as of 06/13/2025

PUBLIC WORKS

No comments received as of 06/13/2025

ADDRESSING

No comments received as of 06/13/2025

ECONOMIC DEVELOPMENT

No comments received as of 06/13/2025

LAKE COUNTY PUBLIC WORKS

No comments received as of 06/13/2025

LAKE COUNTY SCHOOLS

“The school district does not have comments on the proposed commercial PUD.” – Helen C. Lavalley
5/29/2025

PUBLIC RESPONSES

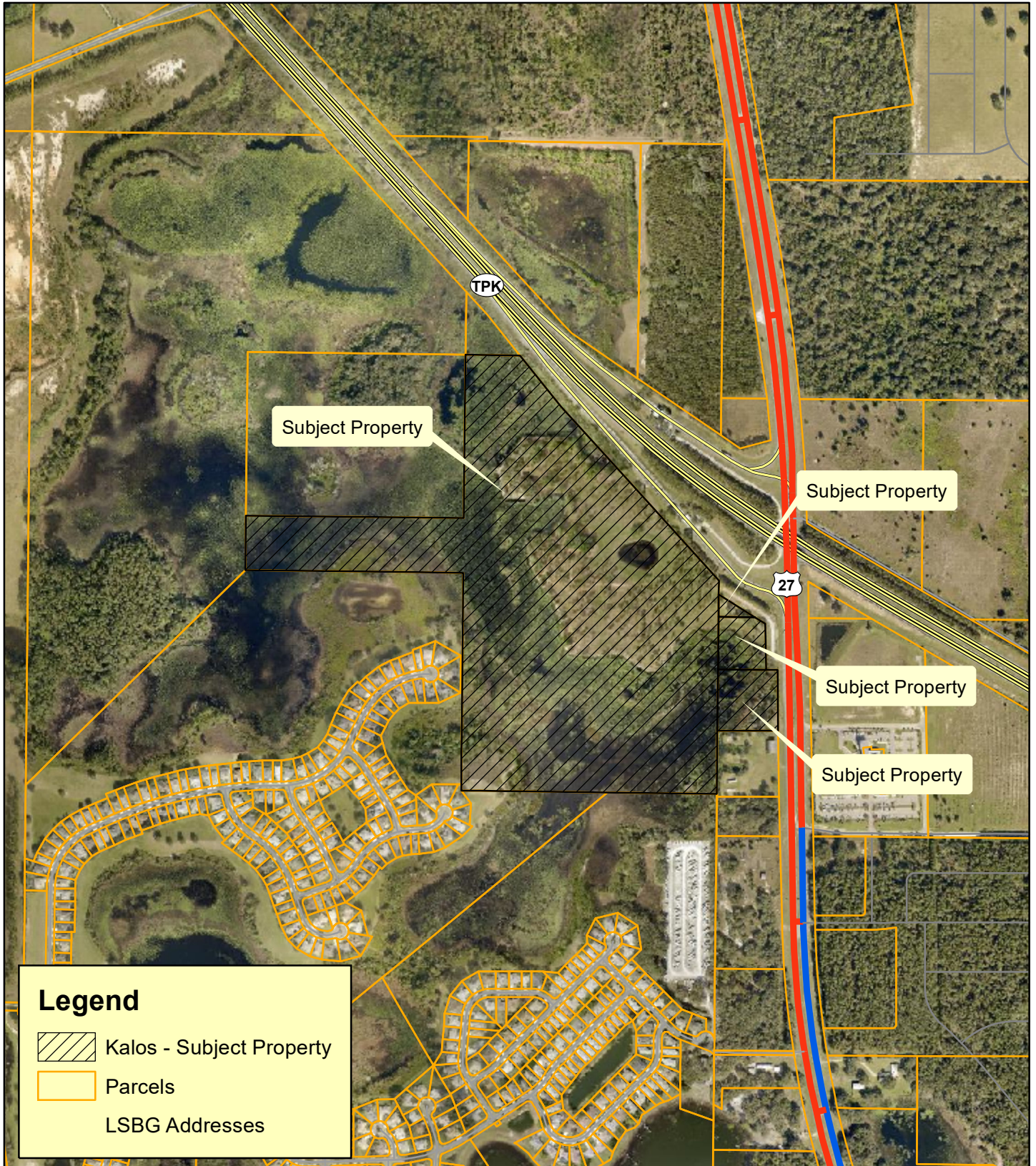
Approval

No comments received as of 06/13/2025

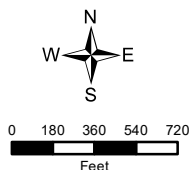
Disapproval

No comments received as of 06/13/2025

Aerial

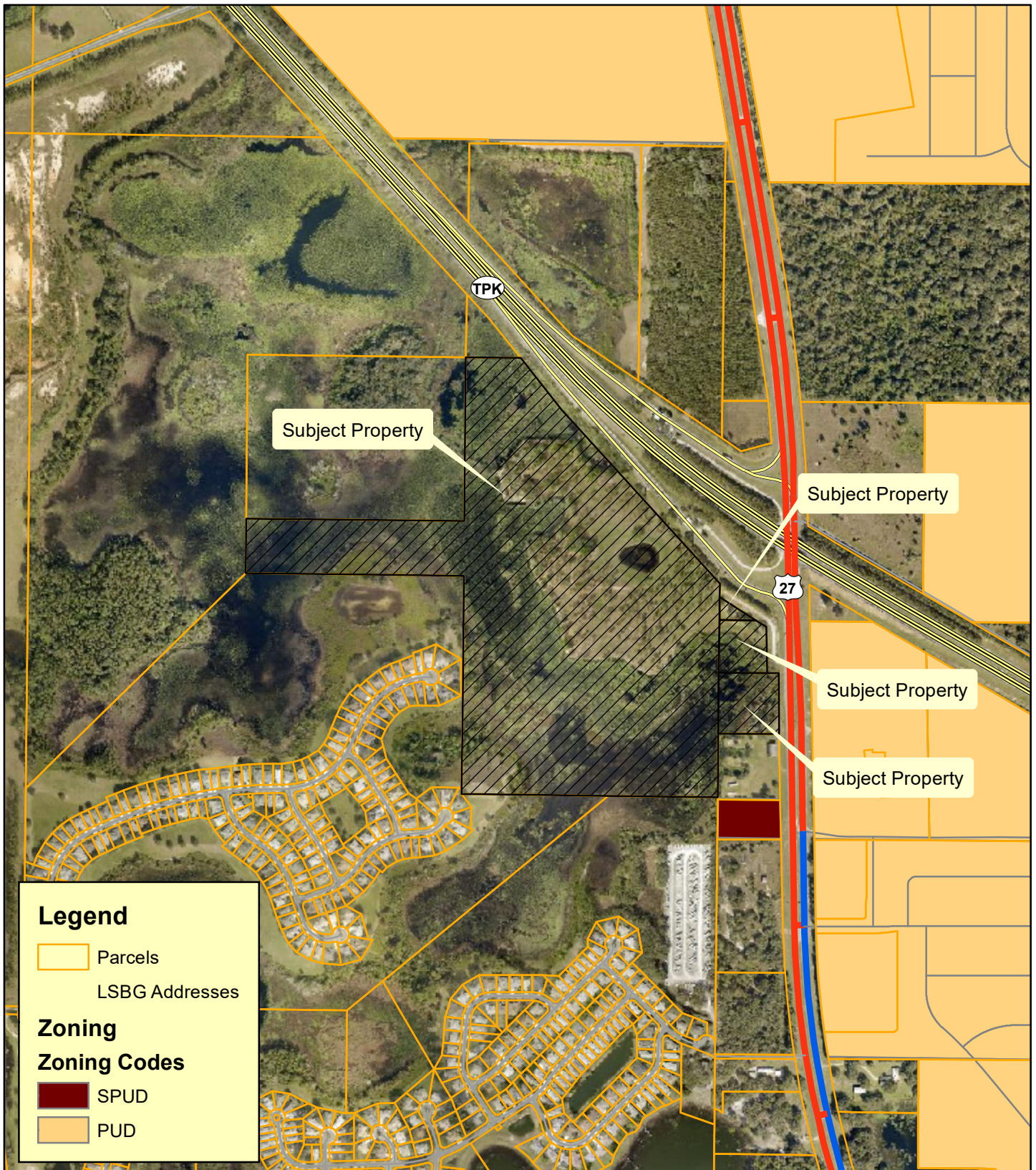


**Planning
& Zoning
Division**

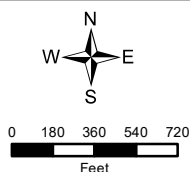


Kalos
ANNX-25-567; LSCP-25-568; PUD-25-569
AK#: 1081955, 3878016, 3553918, 3471849 (90.28 Acres)
Section 12, Township 21 South, Range 14 East
May 20, 2025

Zoning

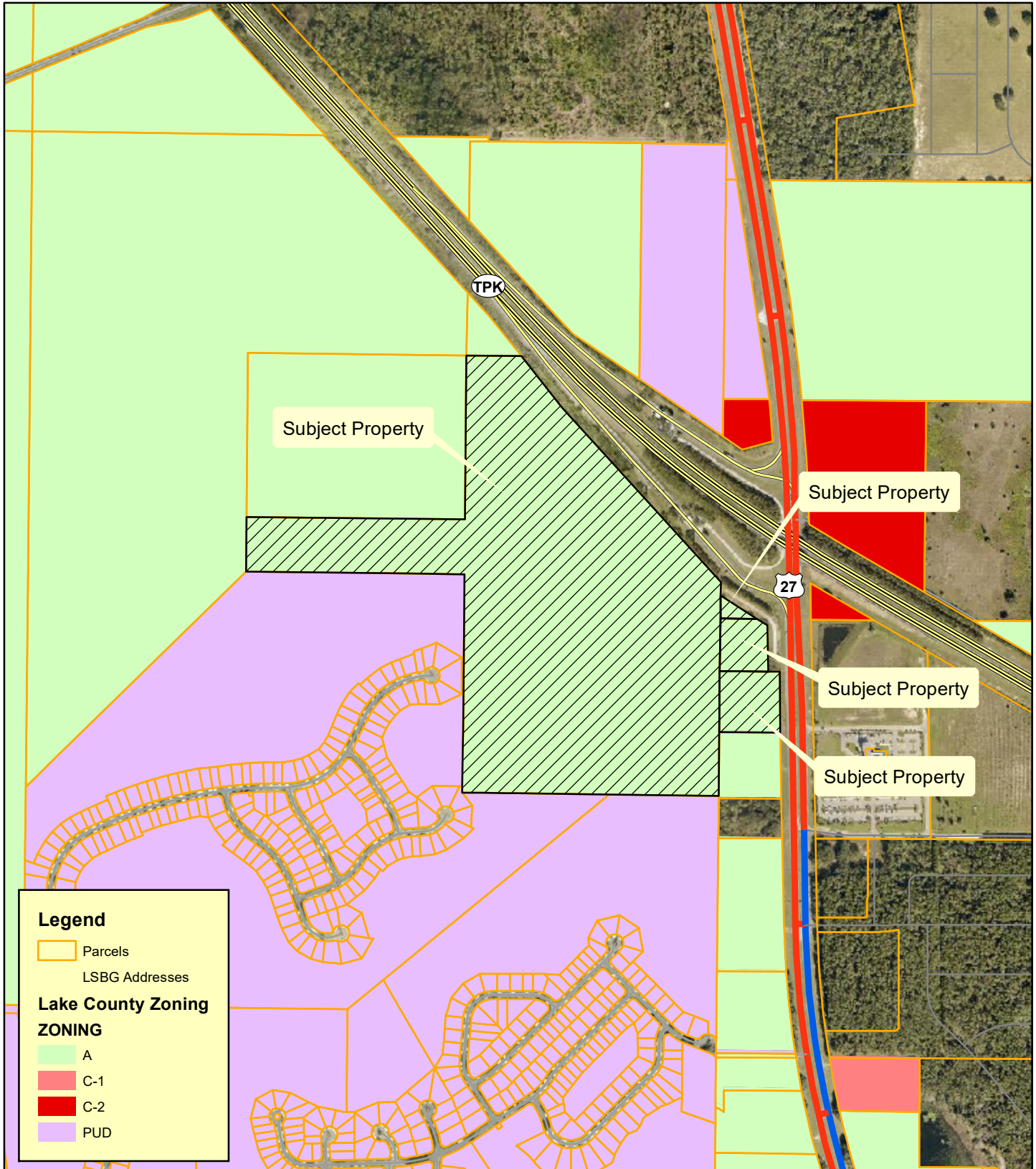


**Planning
& Zoning
Division**

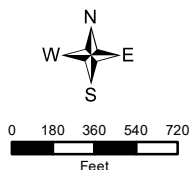


Kalos
 ANN-25-567; LSCP-25-568; PUD-25-569
 AK#: 1081955, 3878016, 3553918, 3471849 (90.28 Acres)
 Section 12, Township 21 South, Range 14 East
 May 20, 2025

Lake County Zoning



**Planning
& Zoning
Division**

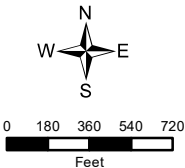


Kalos
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AK#: 1081955, 3878016, 3553918, 3471849 (90.28 Acres)
Section 12, Township 21 South, Range 14 East
May 20, 2025

Proposed Zoning

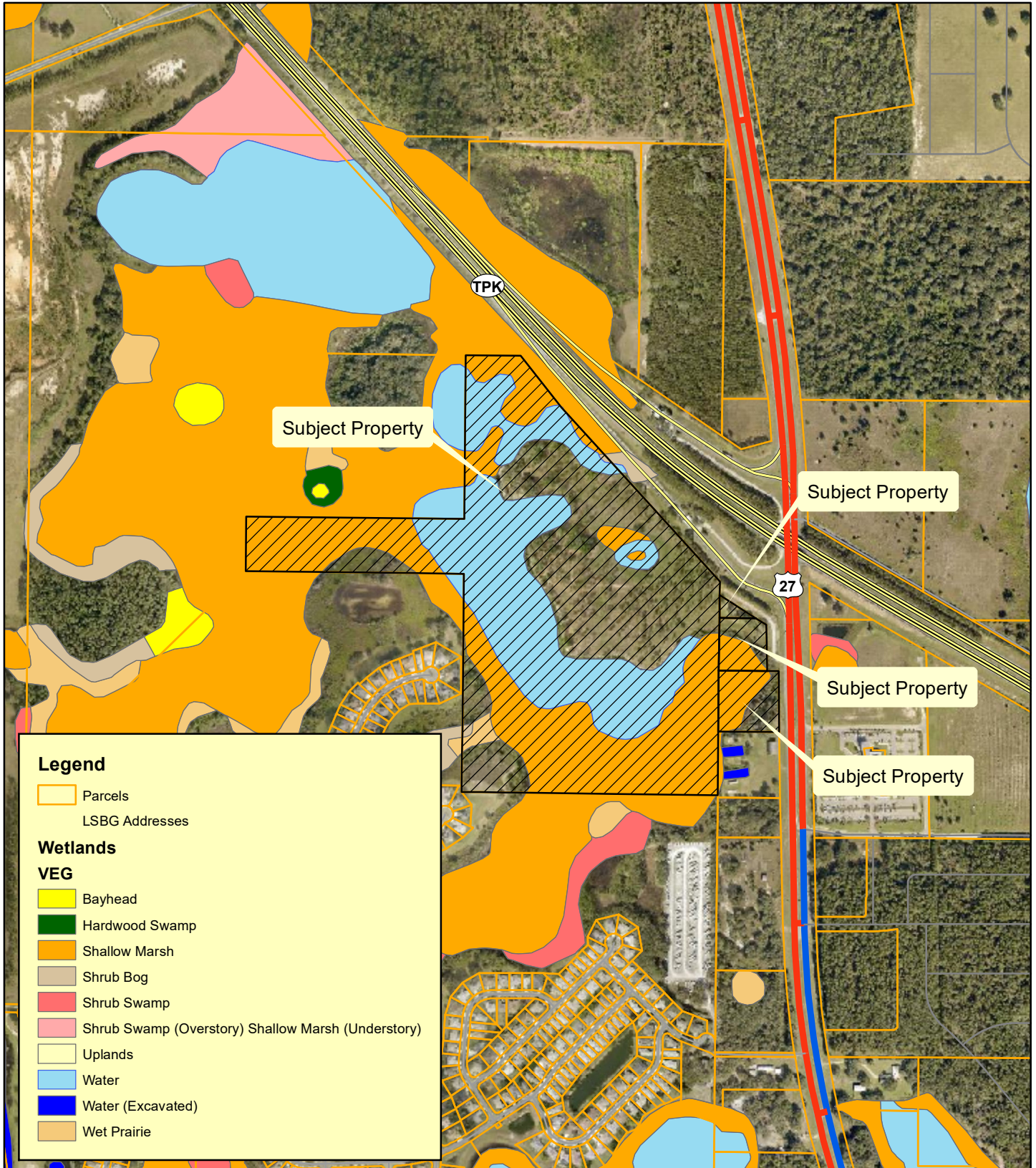


**Planning
& Zoning
Division**

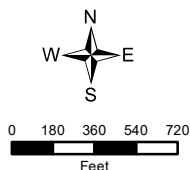


Kalos
ANNX-25-567; LSCP-25-568; PUD-25-569
AK#: 1081955, 3878016, 3553918, 3471849 (90.28 Acres)
Section 12, Township 21 South, Range 14 East
May 20, 2025

Wetlands

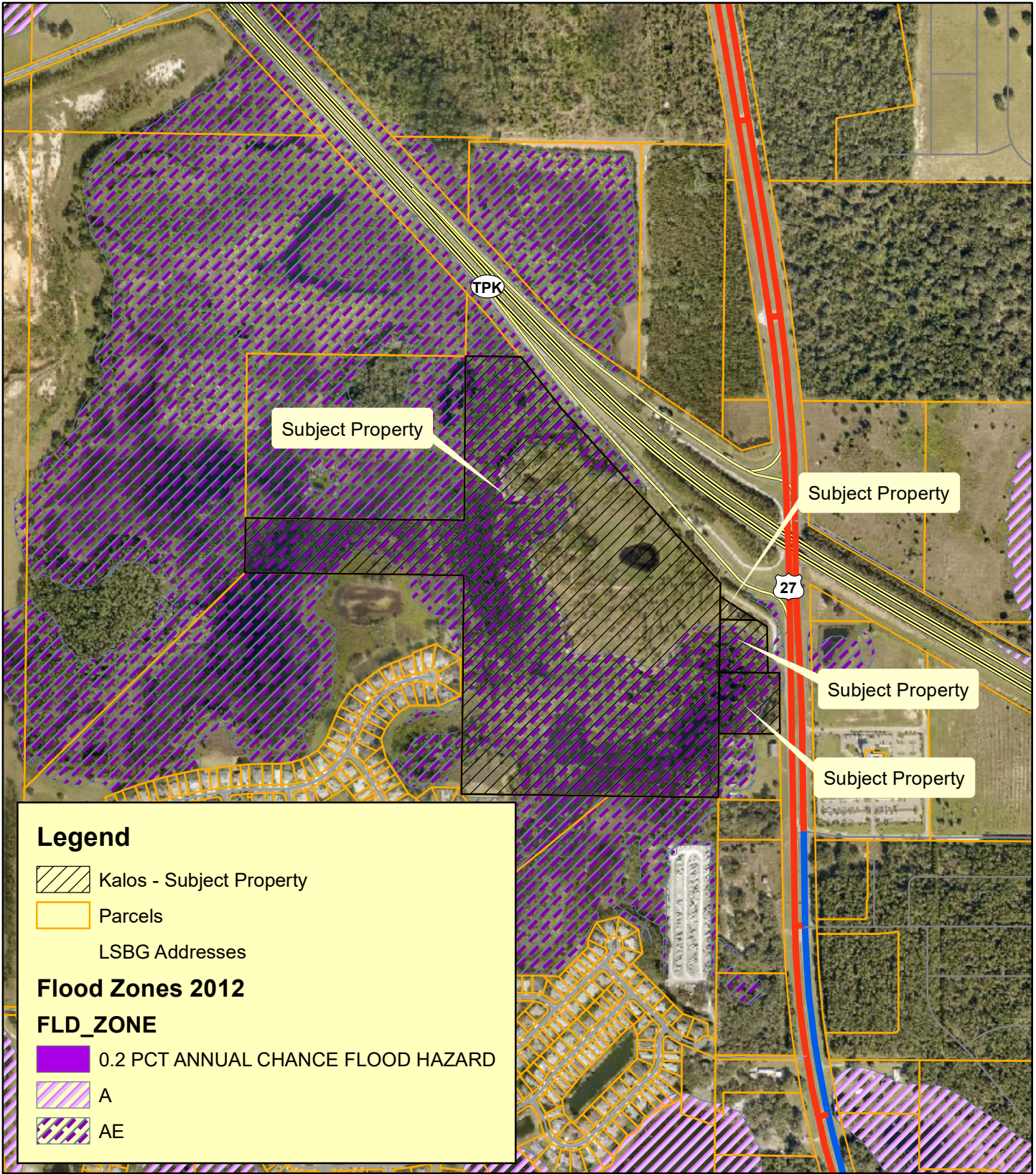


**Planning
& Zoning
Division**

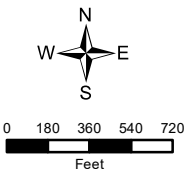


Kalos
 ANN-25-567; LSCP-25-568; PUD-25-569
 AK#: 1081955, 3878016, 3553918, 3471849 (90.28 Acres)
 Section 12, Township 21 South, Range 14 East
 May 20, 2025

Flood Zone

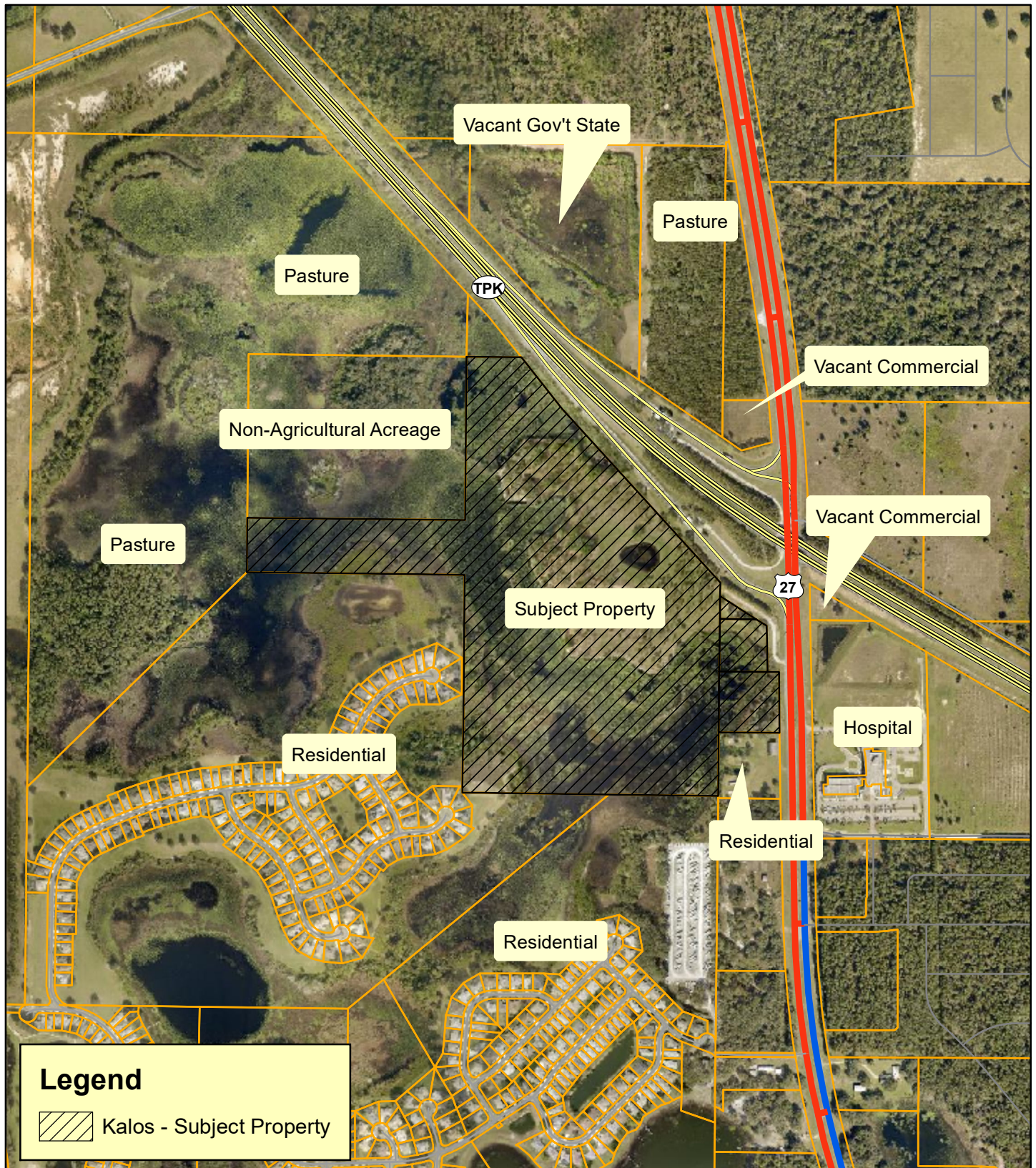


**Planning
& Zoning
Division**

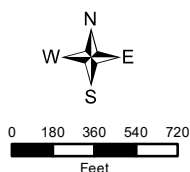


Kalos
ANNX-25-567; LSCP-25-568; PUD-25-569
AK#: 1081955, 3878016, 3553918, 3471849 (90.28 Acres)
Section 12, Township 21 South, Range 14 East
May 20, 2025

Surrounding Land Use



**Planning
& Zoning
Division**



Kalos
 ANN-25-567; LSCP-25-568; PUD-25-569
 AK#: 1081955, 3878016, 3553918, 3471849 (90.28 Acres)
 Section 12, Township 21 South, Range 14 East
 May 20, 2025

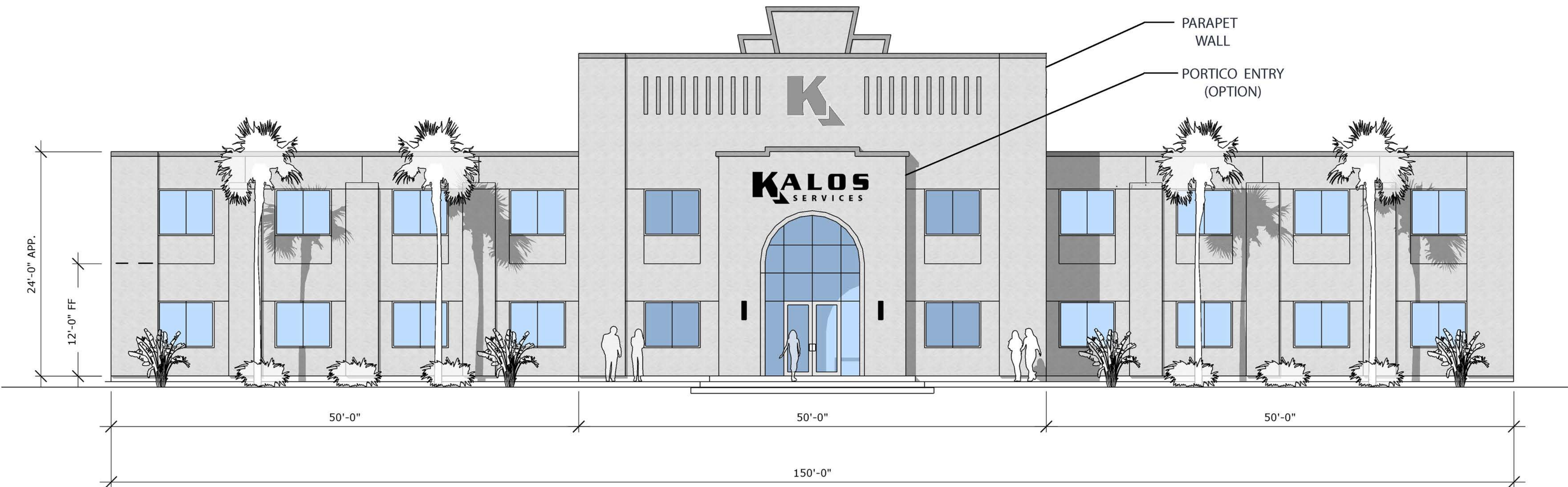




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ARCHITECTURAL ILLUSTRATIONS ©2024

CONCEPT RENDERING FOR:
OFFICE BUILDING
2-STORY, 16,000 SF

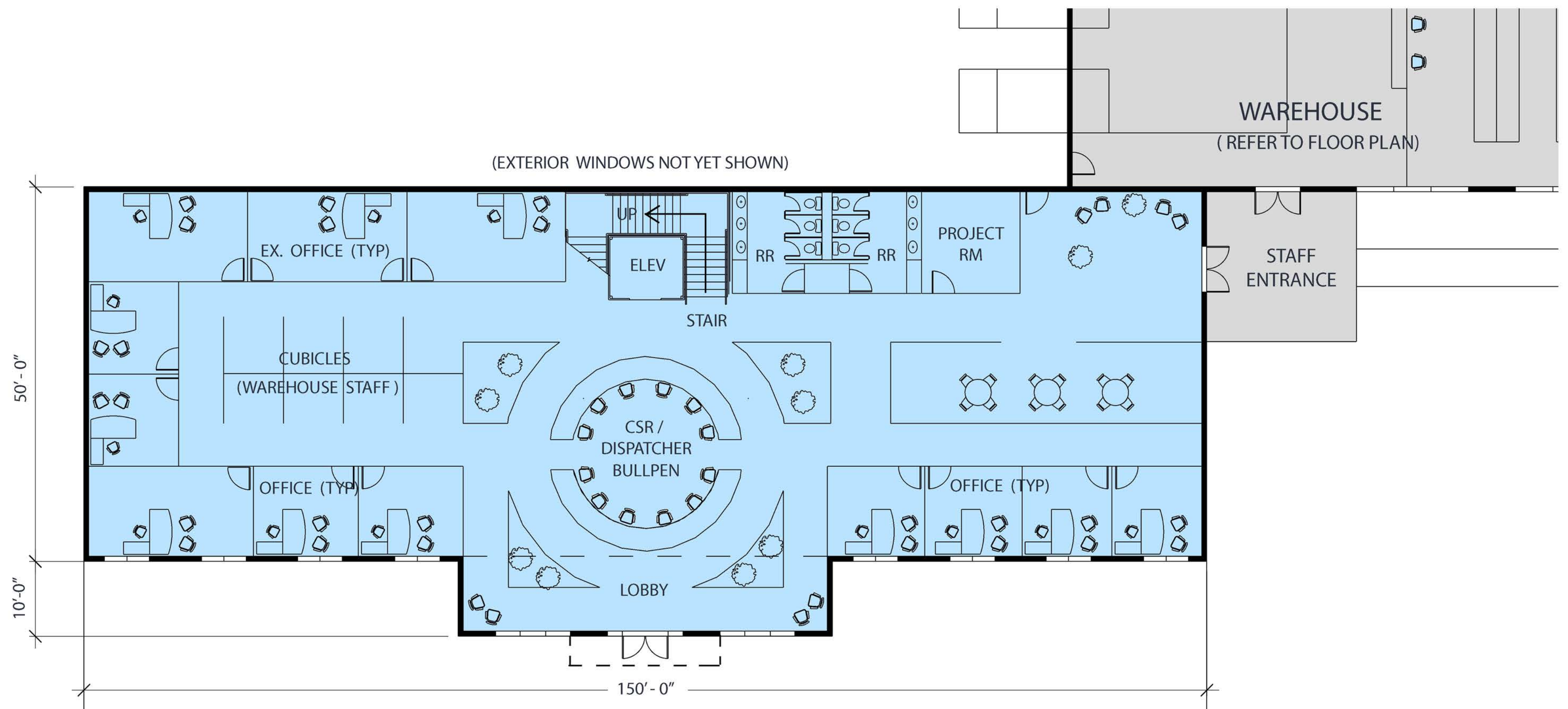
KALOS
SERVICES



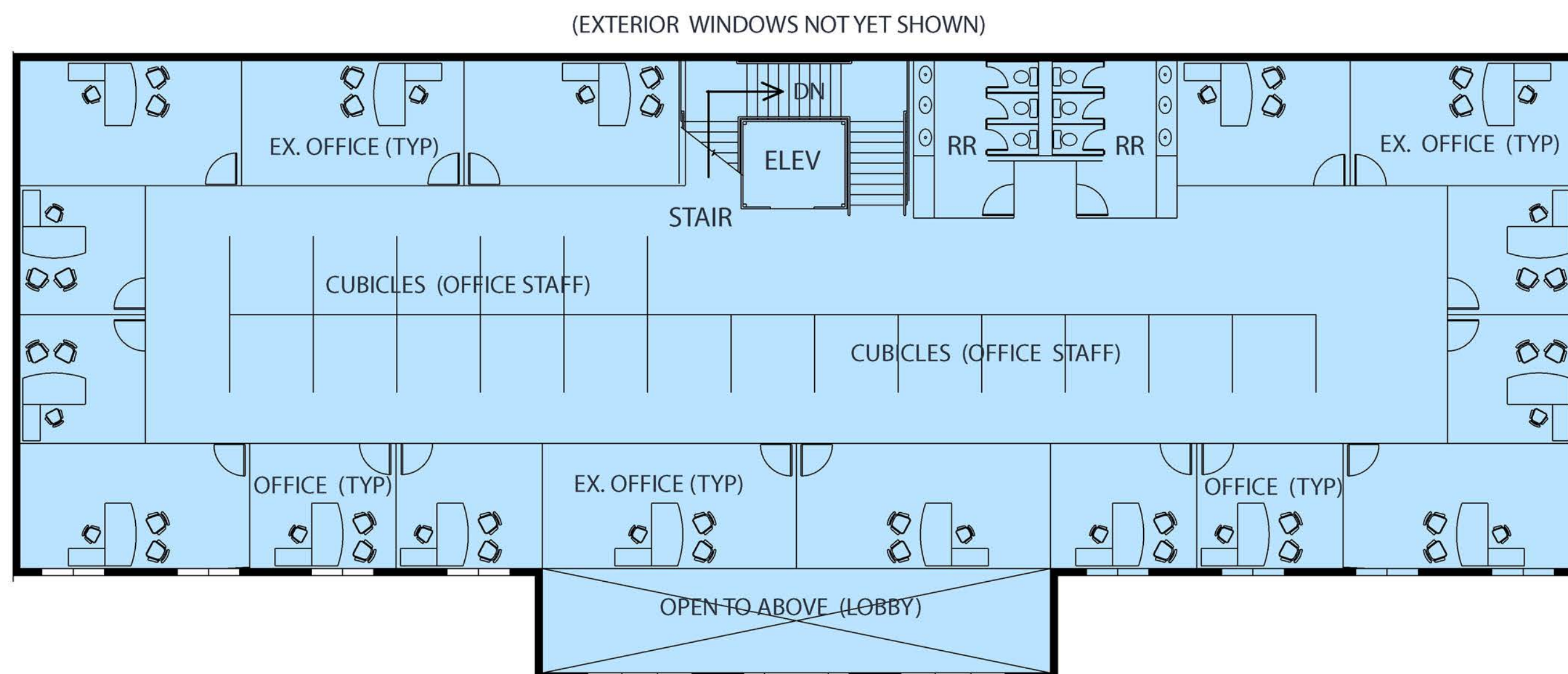
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ARCHITECTURAL ILLUSTRATIONS © 2025

**FRONT ELEVATION
2-STORY OFFICE BUILDING**

**KALOS
SERVICES**

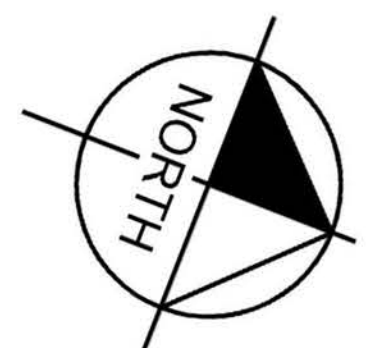
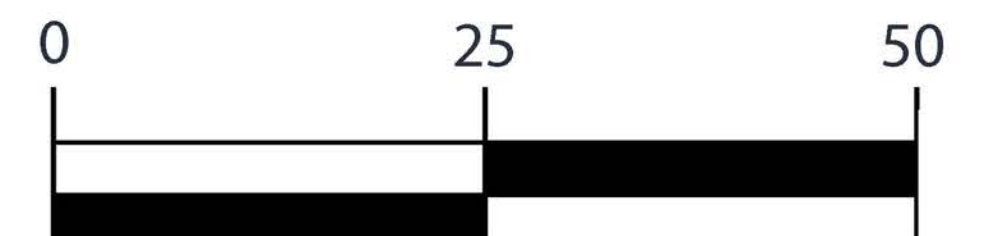


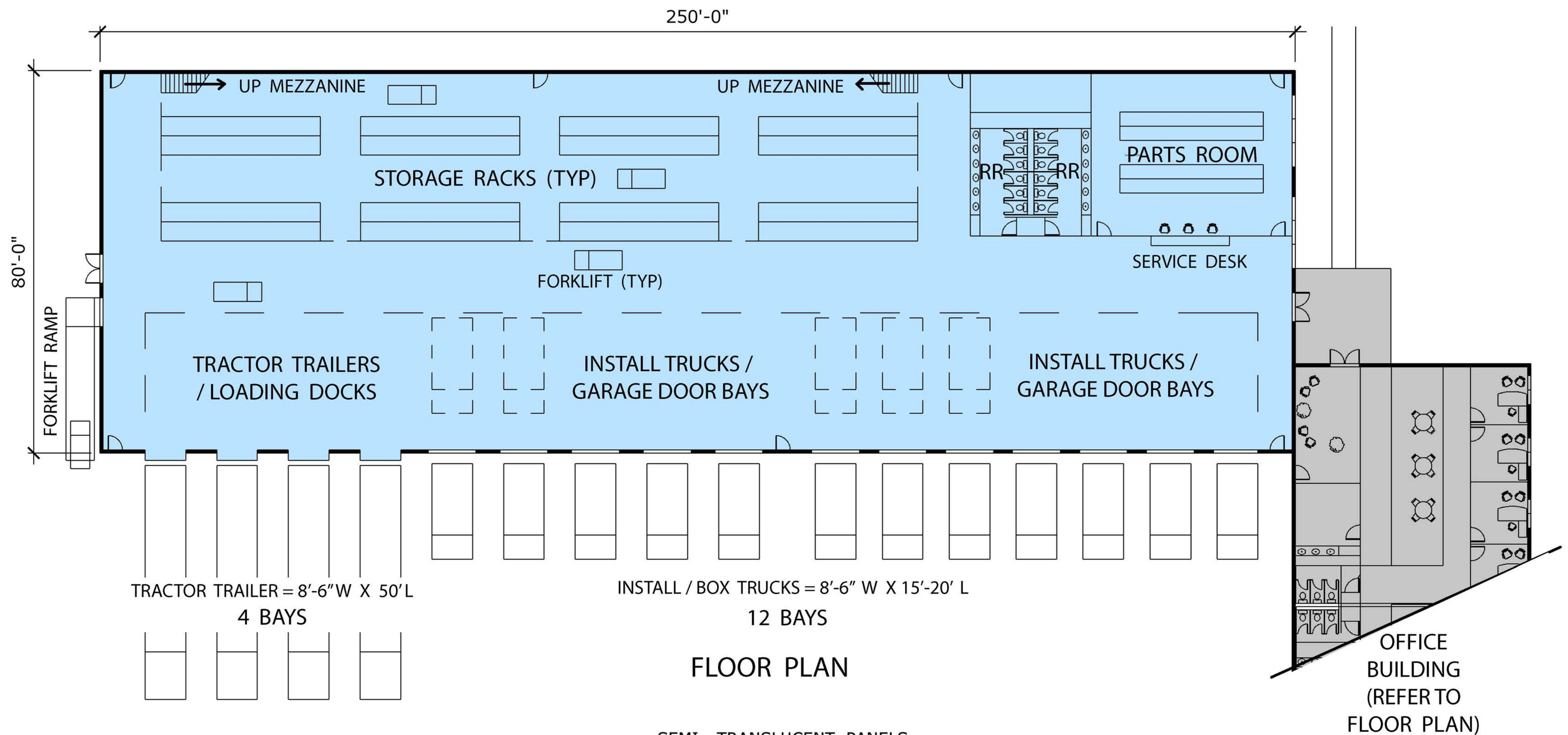
FIRST FLOOR PLAN



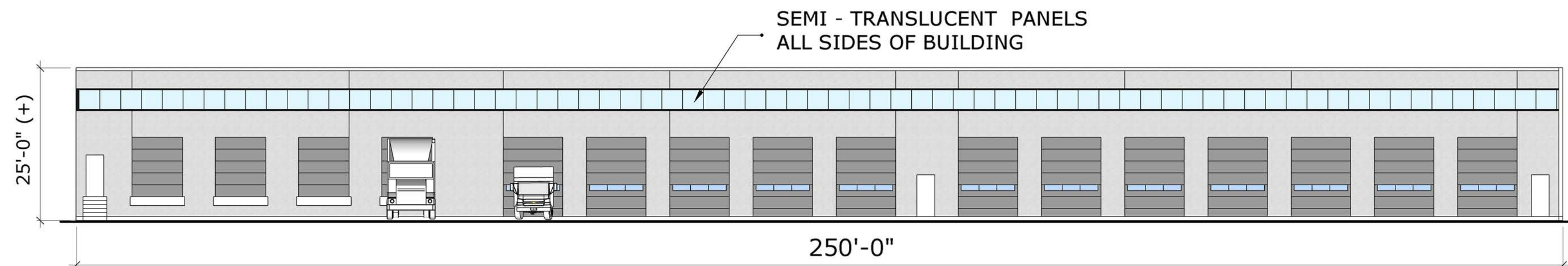
SECOND FLOOR PLAN
OFFICE BUILDING (16,000 TOTAL SF APP.)

GRAPHIC SCALE (FEET)





FLOOR PLAN



SIDE ELEVATION

WAREHOUSE
(20,000 SF)



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ARCHITECTURAL ILLUSTRATIONS © 2024

CONCEPT RENDERING FOR:
DESTINATION TRAINING CENTER
15,000 SF

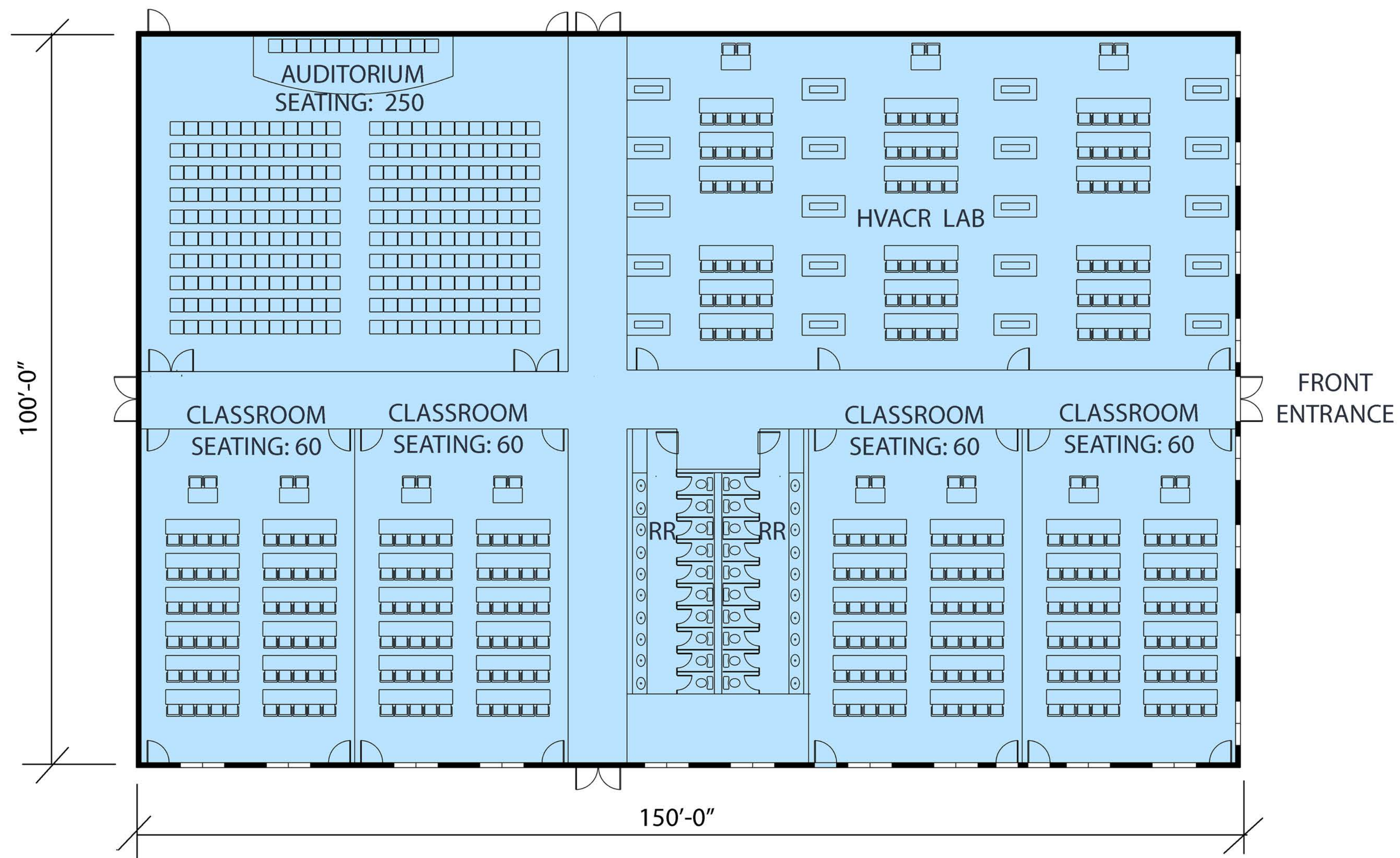
KALOS
SERVICES



FRONT ELEVATION



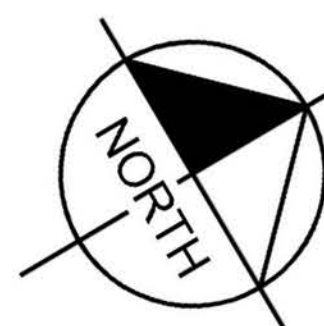
LEFT SIDE ELEVATION



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ARCHITECTURAL ILLUSTRATIONS © 2024

DESTINATION TRAINING CENTER (15,000 TOTAL SF APP.)

KALOS
SERVICES



GRAPHIC SCALE (FEET)





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ARCHITECTURAL ILLUSTRATIONS © 2024

**CONCEPT ELEVATION FOR:
APARTMENTS (16 UNITS)**

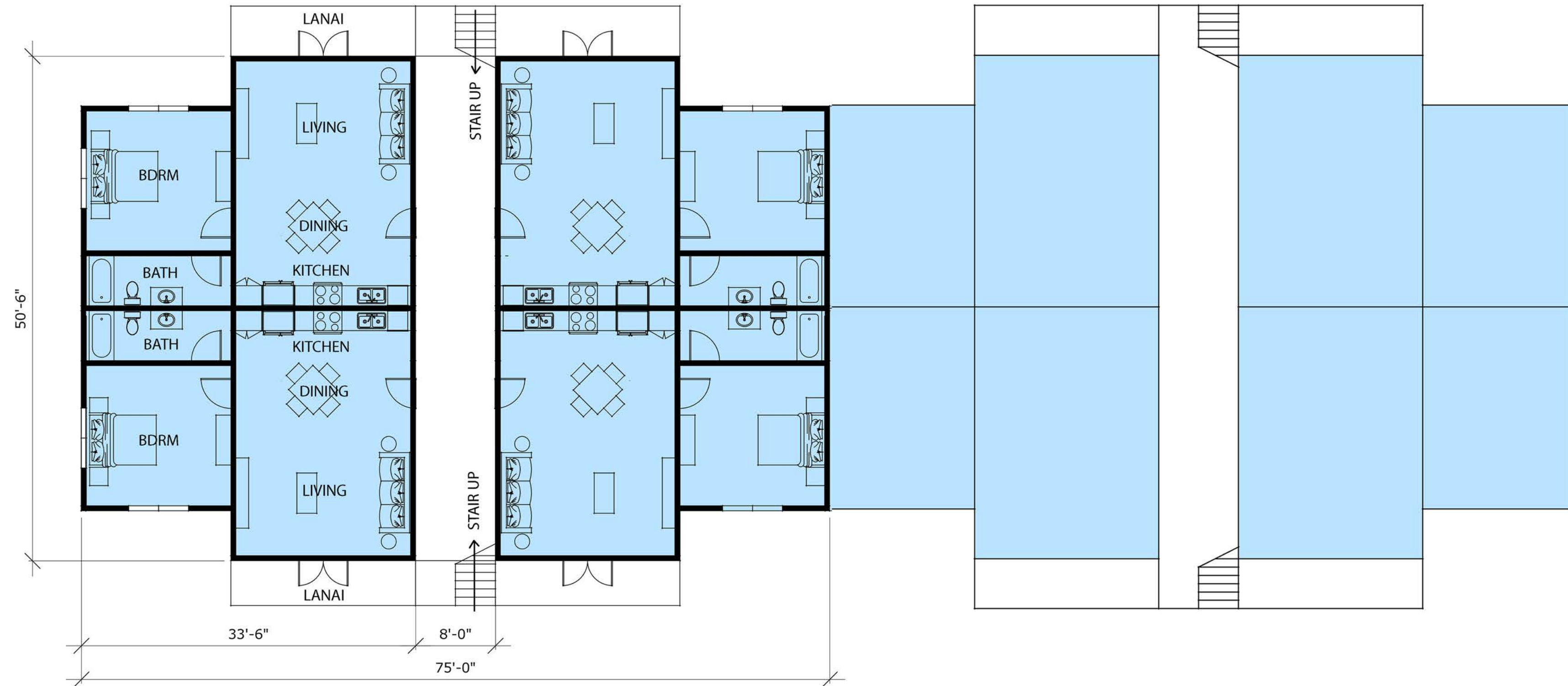
KALOS
SERVICES



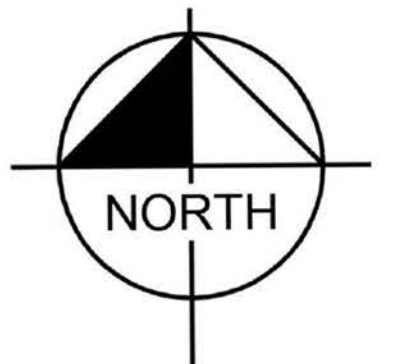
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ARCHITECTURAL ILLUSTRATIONS ©2024

**CONCEPT RENDERING FOR:
APARTMENTS (16 UNITS)**

KALOS
SERVICES

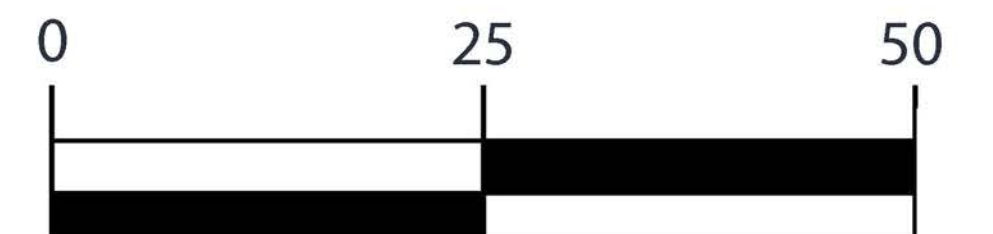


FIRST FLOOR PLAN
APARTMENT BUILDING
(NOTE: SECOND FLOOR IS DUPLICATE)

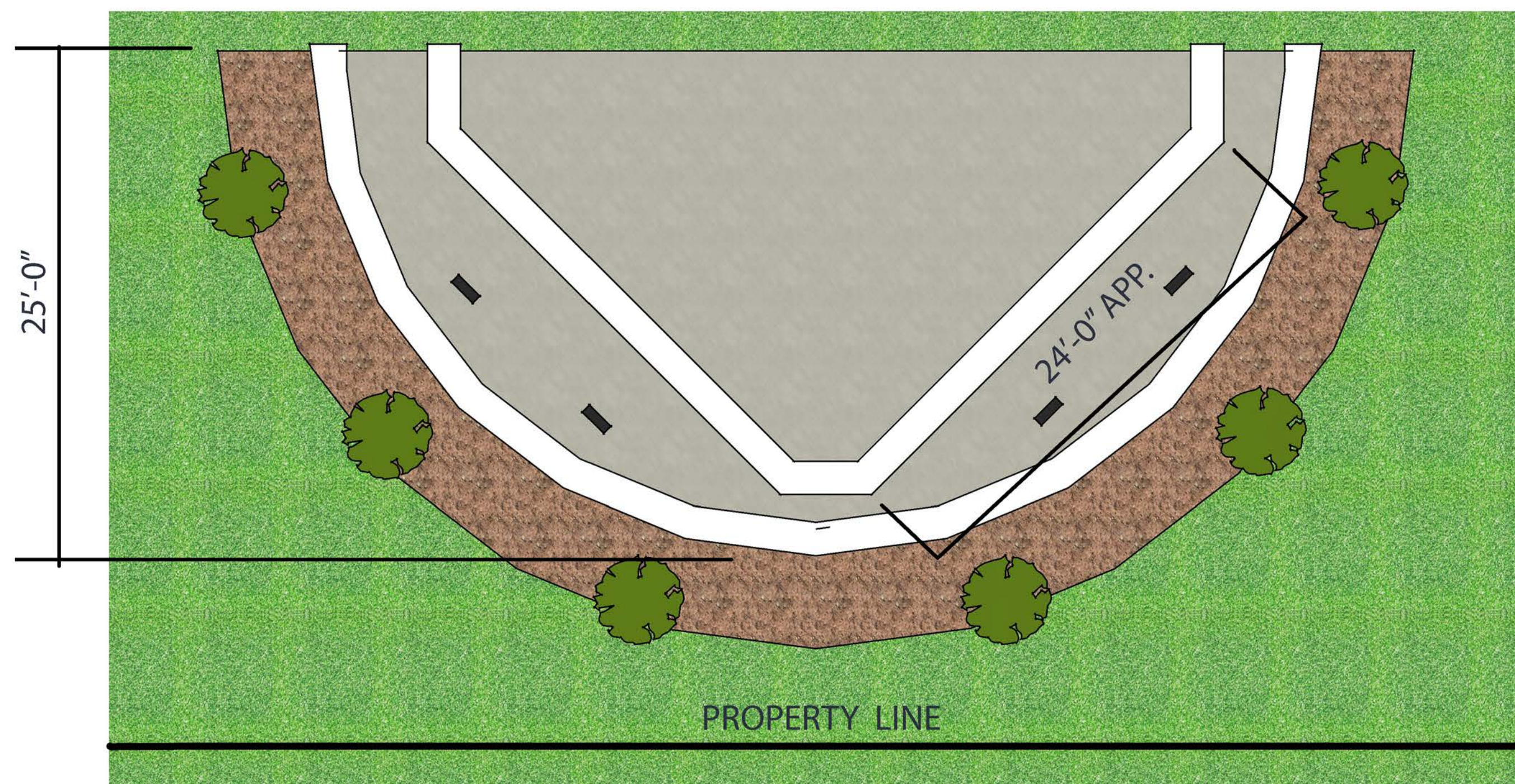


APARTMENT BUILDING
2 - FLOOR
(16 UNITS PER BUILDING)

GRAPHIC SCALE (FEET)







City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.1.

Meeting Date: July 14, 2025

From: Al Minner, (City Manager)

Subject: Selection of Voting Delegate for Florida League of Cities 2025 Conference

Staff Recommendation:

Analysis:

The Florida League of Cities Annual Conference will be held on August 14 - 16. 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 17, 2025

Subject: 2025 Annual Conference Voting Delegate Information

The Florida League of Cities Annual Conference will be held at the Signia by Hilton Orlando Bonnet Creek in Orlando, Florida, from August 14-16, 2025. 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 elected official to serve as its Voting Delegate** and cast the municipality's votes at the Annual Business Meeting which will be held on **Saturday, August 16, 2025**. The Voting Delegate designated by each municipality will vote on all official business matters brought before the League membership and requiring a vote during the Business Meeting. Matters such as the election of League leadership, adoption of resolutions and any other official business matters affecting the League may be voted on during the Business Meeting.

In accordance with the League's by-laws, the number of votes allocated to each municipality is determined based upon population. The League will use the latest Florida Estimates of Population as published by the University of Florida, Bureau of Economic and Business Research.

Annual 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, 2025.

Attachments: Form Designating Voting Delegate



**2025 Annual Conference
Florida League of Cities, Inc.
August 14-16, 2025
Orlando, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities designate one of its elected officials to cast the municipality's votes at the Annual Business Meeting. 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. Instead, 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, 2025.**

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 14, 2025

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the ratification of the Collective Bargaining Agreements for Re-Openers with the Florida Police Benevolent Associations, Inc. for Officers/Detectives and Corporals/Sergeants; and providing an effective date.

Staff Recommendation:

Staff recommends ratification of the Collective Bargaining Agreement.

Analysis:

The City and the Association agreed to reopen Article 31 (City of Leesburg Municipal Police Officers' Pension Trust Fund), Article 34 (Compensation), and Article 35 (Promotions and Career Ladder within Unit).

Tentative agreements have been reached with the Florida Police Benevolent Association, Inc. for both the Officers/Detectives and Corporals/Sergeants units. The union membership has ratified the tentative agreement. The next step in the CBA process is for the Commission to ratify the tentative agreements for these articles.

The changes approved in Article 31 will go before the Leesburg Municipal Police Officers' Pension Board for review and approval, to be followed by an ordinance that will come before the Commission for two readings prior to final approval.

Assuming approval by the City Commission, the updates agreed upon will take effect on October 1, 2025.

Modifications to the existing contract have been underlined in the attached document. The most notable changes are as follows:

- Article 31 –
 1. The multiplier to calculate the police pension will go from three percent (3%) to three and a quarter percent (3.25%) for all years of service for all members who retire on or after October 1, 2025. This retroactive change shall apply to all current, sworn members,

including all DROP participants.

2. The DROP shall be extended from sixty (60) months to a maximum of ninety-six (96) months, and the members continue to have the choice of completing less than the entire period.

- Article 34 –

1. Pay increases for existing union members shall be six percent (6%).
2. All pay grades within the bargaining unit shall see an increase of six percent (6%) to the minimum and maximum of each.

- Article 35 –

1. Minor changes to expand the applicant pool for promotional opportunities

In conjunction with these changes, we recommend increasing the minimum and maximum pay grades of the command staff (Lieutenants, Captains, Major) by up to six percent (6%) to align with the recent adjustments to the bargaining unit pay structure.

Procurement Analysis:

N/A

Options:

1. Adopt Resolution Ratifying the Collective Bargaining Agreements with the Florida Police Benevolent Association as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The proposed agreement represents an overall increase of \$630,831 and has been included in the proposed FY 26 budget.

Account No. 001-2111-521-xxxx

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING THE RATIFICATION OF THE COLLECTIVE
BARGAINING AGREEMENTS FOR RE-OPENERS WITH THE FLORIDA
POLICE BENEVOLENT ASSOCIATIONS, INC. FOR
OFFICERS/DETECTIVES AND CORPORALS/SERGEANTS; AND
PROVIDING AN EFFECTIVE DATE.**

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

THAT an Agreement has been reached with the Florida Police Benevolent Association, Inc. for both the Officers/Detectives and Corporals/Sergeants units.

THAT the Union Membership has approved the Agreement, and

THAT this Agreement is hereby Ratified and Accepted by the City of Leesburg, and

THAT the Mayor and City Clerk are hereby authorized to execute the agreement on behalf of the City.

THAT this resolution shall become effective October 1, 2025.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 14th day of July 2025.

Mayor

ATTEST:

City Clerk

ARTICLE 31

CITY OF LEESBURG MUNICIPAL POLICE OFFICERS' PENSION TRUST FUND

31.1 The parties agree that the City will continue participation in the City of Leesburg Municipal Police Officers' Pension Trust Fund (the "Plan"), which was adopted in Chapter 17, Article IV of the City's Code of Ordinances.

31.2 The multiplier used to calculate the disability pension shall be as follows:

Three percent (3%) for each year of credited service prior to May 27, 2003;
plus

Two percent (2%) for each year of credited service between May 27, 2003,
and September 30, 2009; plus

Two point five percent (2.5%) for each year of credited service between
October 1, 2009, and September 30, 2015; plus

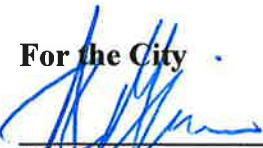
Three percent (3%) on or after October 1, 2015. Three and a quarter percent (3.25%) for all years of service for all members who retire on or after October 1, 2025. This retroactive change shall apply to all current, sworn members including all DROP participants.

31.3 The parties agree that that the DROP shall be extended from sixty (60) months to a maximum of ninety-six (96) months, based upon the election of the bargaining unit member. The member may elect to complete less than ninety-six (96) months if they so desire.

31.4 The foregoing changes will apply only to eligible sworn personnel who are employed by the City as such upon full implementation of the changes, and not to any person not employed at such time or who enters the DROP plan prior to such implementation.

31.5 All Premium Insurance Revenues derived from Chapter 185, received by the City, during the term of this Agreement shall be used exclusively by the City to fund the benefits first, and second, the incurred unfunded liability of the City of Leesburg Municipal Police Officers' Pension Trust Fund.

For the City


AL Minner
City's Chief Labor Negotiator

Date

6/12/25

For PBA


George J. Corwine
PBA's Chief Labor Negotiator

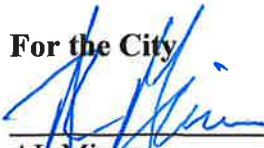
Date

June 12, 2025

36 31.6 Unit employees who retire under the provisions of normal retirement shall, upon
37 the last day of employment, be awarded their service side-arm and retirement credentials.
38

39 31.7 For each fiscal year, the Pension Board shall set aside three thousand five hundred
40 dollars (\$3,500) for the PBA to use at their sole discretion to conduct pension surveys.

For the City

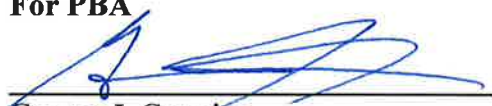
 T.A.

AL Minner
City's Chief Labor Negotiator

6/12/25

Date

For PBA



George J. Corwine
PBA's Chief Labor Negotiator

June 12, 2025

Date

ARTICLE 31

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plus

~~Two percent (2%) for each year of credited service between May 27, 2003,~~
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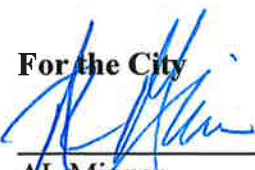
~~Three percent (3%) on or after October 1, 2015. Three and a quarter percent~~
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~~all DROP participants.~~

31.3 The parties agree that that the DROP shall be extended from sixty (60) months to a maximum of ninety-six (96) months, based upon the election of the bargaining unit member. The member may elect to complete less than ninety-six (96) months if they so desire.

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For the City


AL Minner
City's Chief Labor Negotiator

6/12/25
Date

For PBA

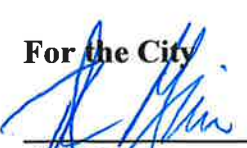

George J. Corwine
PBA's Chief Labor Negotiator

June 12, 2025
Date

36 31.6 Unit employees who retire under the provisions of normal retirement shall, upon
37 the last day of employment, be awarded their service side-arm and retirement credentials.
38

39 31.7 For each fiscal year, the Pension Board shall set aside three thousand five hundred
40 dollars (\$3,500) for the PBA to use at their sole discretion to conduct pension surveys.

For the City

 T.A.

AL Minner
City's Chief Labor Negotiator

6/12/25

Date

For PBA



George J. Corwine
PBA's Chief Labor Negotiator

June 12, 2025

Date

MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF LEESBURG AND
THE FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

THIS MEMORANDUM OF AGREEMENT is made and entered into on this 19th day of June 2025, by and between the Florida Police Benevolent Association, Inc., hereinafter called the "Association" and the City of Leesburg, hereinafter called "City."

WHEREAS, during negotiations, the parties agreed to a pension change in Article 31 and the parties also agree that a Scriveners error occurred during the negotiation process.

WHEREAS, the parties wish to amend Article 31 in both Officers & Detective Collective Bargaining Agreement and the Corporals and Sergeants Collective Bargaining Agreement.

NOW, THEREFORE, the parties agree as follows:

Effective October 1, 2025, Article 31 shall be amended as attached to this Memorandum of Understanding.

APPROVED BY THE CITY



Rob Hicks, Assistant City Manager

6/18/25
Date

APPROVED FOR THE FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.



George J. Corwine
Chief Negotiator
Florida Police Benevolent Association

June 18, 2025
Date

ARTICLE 31
CITY OF LEESBURG MUNICIPAL POLICE OFFICERS' PENSION TRUST FUND

31.1 The parties agree that the City will continue participation in the City of Leesburg Municipal Police Officers' Pension Trust Fund (the "Plan"), which was adopted in Chapter 17, Article IV of the City's Code of Ordinances.

31.2 The multiplier used to calculate the police pension shall be as follows:

Three and a quarter percent (3.25%) for all years of service for all members who retire on or after October 1, 2025. This retroactive change shall apply to all current, sworn members, including all DROP participants.

31.3 The parties agree that the DROP shall be extended from sixty (60) months to a maximum of ninety-six (96) months, based upon the election of the bargaining unit member. The member may elect to complete less than ninety-six (96) months if they so desire.

31.4 The foregoing changes will apply only to eligible sworn personnel who are employed by the City as such upon full implementation of the changes, and not to any person not employed at such time or who enters the DROP plan prior to such implementation.

31.5 All Premium Insurance Revenues derived from Chapter 185, received by the City, during the term of this Agreement shall be used exclusively by the City to fund the benefits first, and second, the incurred unfunded liability of the City of Leesburg Municipal Police Officers' Pension Trust Fund.

31.6 Unit employees who retire under the provisions of normal retirement shall, upon the last day of employment, be awarded their service sidearm and retirement credentials.

31.7 For each fiscal year, the Pension Board shall set aside three thousand five hundred dollars (\$3,500) for the PBA to use at their sole discretion to conduct pension surveys.

ARTICLE 31
CITY OF LEESBURG MUNICIPAL POLICE OFFICERS' PENSION TRUST FUND

31.1 The parties agree that the City will continue participation in the City of Leesburg Municipal Police Officers' Pension Trust Fund (the "Plan"), which was adopted in Chapter 17, Article IV of the City's Code of Ordinances.

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31.6 Unit employees who retire under the provisions of normal retirement shall, upon the last day of employment, be awarded their service side-arm and retirement credentials.

31.7 For each fiscal year, the Pension Board shall set aside three thousand five hundred dollars (\$3,500) for the PBA to use at their sole discretion to conduct pension surveys.

**ARTICLE 34
COMPENSATION**

34.1 Effective October 1, 2023, the below wage ranges are adopted.

For Fiscal Year 2023-2024, all bargaining unit members shall receive a sixteen percent (16%) General Wage Increase (GWI) in base pay or a pay increase to the new minimum pay. Unit members with six months or greater sworn law enforcement service with the Leesburg Police Department shall make a minimum of \$60,300.

The annual maximum of each salary range shall be advanced as outlined in the below tables:

In the event the City hires a law enforcement officer with previous experience from an agency of similar size or larger, the Chief may grant an additional base pay of up to fifteen percent (15%).

Fiscal Year 2023-2024

Position	Hourly Min	Hourly Max	Annual Min	Annual Max
Police Officer/Detective 300	\$27.15	\$37.43	\$60,001.50	\$82,720.30
Senior Police Officer/Detective 302	\$28.92	\$40.94	\$63,913.20	\$90,477.40
Police Corporal/Detective Corporal 304	\$30.37	\$45.49	\$67,117.70	\$100,532.90
Police Sergeant/Detective Sergeant 306	\$34.11	\$51.53	\$75,383.10	\$113,881.30

For Fiscal Year 2024-2025, each bargaining unit member shall receive an increase to the base pay of four percent (4%). In addition, for Fiscal Year 2024-2025, the following wage chart shall apply:

Position	Hourly Min	Hourly Max	Annual Min	Annual Max
Police Officer/Detective 300	\$27.69	\$38.93	\$61,201.53	\$86,035.30
Senior Police Officer/Detective 302	\$30.08	\$42.58	\$66,476.80	\$94,101.80

For the City



AL Minner
City's Chief Labor Negotiator

Date

6/12/25

For PBA



George J. Corwine
PBA's Chief Labor Negotiator

Date

June 12, 2025

Police Corporal/Detective Corporal 304	\$31.59	\$47.31	\$69,813.90	\$104,555.10
Police Sergeant/Detective Sergeant 306	\$35.47	\$53.59	\$78,388.70	\$118,433.90

34.2 For Fiscal Year 2025-2026, each bargaining unit member shall receive an increase to the base pay of six percent (6%). In addition, for Fiscal Year 2025-2026, the following wage chart shall apply:

Position	Hourly Min	Hourly Max	Annual Min	Annual Max
<u>Police Officer/Detective 300</u>	<u>\$29.42</u>	<u>\$41.27</u>	<u>\$65,018.20</u>	<u>\$91,197.42</u>
<u>Senior Police Officer/Detective 302</u>	<u>\$31.88</u>	<u>\$45.13</u>	<u>\$70,465.41</u>	<u>\$99,747.91</u>
<u>Police Corporal/Detective Corporal 304</u>	<u>\$33.47</u>	<u>\$50.15</u>	<u>\$73,979.31</u>	<u>\$110,828.41</u>
<u>Police Sergeant/Detective Sergeant 306</u>	<u>\$37.60</u>	<u>\$56.81</u>	<u>\$83,092.02</u>	<u>\$125,539.93</u>

~~The parties agree to re-open this Agreement for bargaining compensation for fiscal year 2024-2025 (beginning October 1, 2024, and ending September 30, 2025). Such negotiations must begin no later than June 1 for the preceding fiscal year, and notice must be given under Article 27 of this Agreement.~~

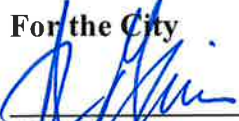
34.3 ~~The parties agree to re-open this Agreement for bargaining compensation for fiscal year 2025-2026 (beginning October 1, 2025, and ending September 30, 2026). Such negotiations must begin no later than June 1 for the preceding fiscal year, and notice must be given under Article 27 of this Agreement.~~

34.4 Should the increases adopted above result in a unit member being placed above the maximum, the unit member shall receive the difference of the GWI as applied and the maximum wage range in the form of a bonus check paid in the first full pay period of October. Said payment is to be treated as pensionable income.

34.5 Accrual Maximum Rate: Pursuant to the terms in Article 16, earned payments made for PTO accruals shall be paid at the employee's current rate of pay up to the maximum amount provided for in Article 16.19.

34.6 Education Incentive. Each employee covered by this Agreement and entitled to

For the City


AL Minner
City's Chief Labor Negotiator

Date

6/12/25

For PBA


George J. Corwine
PBA's Chief Labor Negotiator

Date

June 12, 2025

Educational Incentive Pay under guidelines established by the State of Florida for the completion of certain educational courses related to his job as a law enforcement officer shall continue to be so entitled, subject to the following: should the State of Florida Education Incentive Pay program be altered, amended or ended, that will be binding on the parties.

34.7 Specialty Pay

a. Special Weapons And Tactics Team - Each unit employee that is a member of the Leesburg Police Department's Special Weapons And Tactics Team shall continue to receive additional specialty pay in the amount of two-percent (2%) above said employee's current base rate of pay, provided, however, this shall apply only so long as an employee is a member, and such additional specialty pay shall cease upon cessation of membership for any reason.

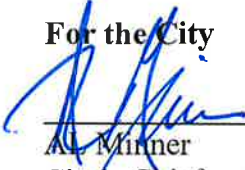
b. Field Training Officer (FTO) shall receive one (1) additional hour of PTO per each shift while training a probationary unit member. The PTO hour will be added to the FTO's accrual bank and available to use on the pay period following submission.

c. Field Training Officer (FTO) Supervisor shall receive an incentive pay in the amount of \$1,250 annually and will be paid as an "add pay" in the amount of \$48.08 bi-weekly and will not be included in the base pay of any unit employee.

d. K-9 Supervisor shall receive an incentive pay in the amount of \$1,250 annually and will be paid as an "add pay" in the amount of \$48.08 bi-weekly, and will not be included in the base pay of any unit employee.

e. Emergency Medical Technician (EMT) Incentive - To receive such pay, unit employees must have received EMT specialized training and maintain their EMT certification. The unit member shall submit a copy of his EMT certificate to the Chief of Police. The EMT incentive pay shall be \$1,250 annually and will be paid as an "add pay" in the amount of \$48.08 bi-weekly and will not be included in the base pay of any unit employee.

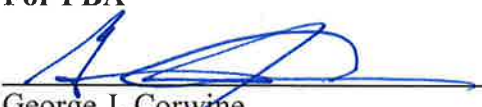
For the City


A. Minner
City's Chief Labor Negotiator

Date

6/12/25

For PBA


George J. Corwine
PBA's Chief Labor Negotiator

Date

June 12, 2025

34.8 Clothing Allowance. Each unit employee assigned to non-uniform assignments (i.e. Detective) shall receive a clothing allowance in the amount of one thousand dollars (\$1,000.00) annually, paid on the first pay period for the new fiscal year. Clothing allowance for employees temporarily assigned to such non-uniform assignments shall be prorated for the time assigned to non-uniform duties (i.e. 6-month assignment shall receive \$500.00). Unit employees promoted, reclassified, or transferred to a non-uniform assignment shall receive the clothing allowance calculated on remaining quarters in the fiscal year at two-hundred fifty dollars (\$250.00) per quarter. Unit employees assigned to light duty shall not be entitled to the clothing allowance during the period of such assignment. Clothing allowance payments are considered taxable income to the employee.

34.9 K-9 Allowance. The position of K-9 handler performs work related to the care of departmental dogs outside of their normally scheduled hours. The City recognizes that this time is compensable under the provisions of the Fair Labor Standards Act and will be paid in accordance with the following:

a. Employees assigned to K-9 duty will be paid for the care of departmental dogs done after their normally scheduled work hours. The parties to this Agreement concur that an average of three-and-one-half (3.5) hours per week is spent on such duties. K-9 handlers will be paid at their regular hourly rate of pay for completion of such duties and such hours will be considered as part of the K-9 handlers normally scheduled work hours.

34.10 Holiday Bonus. Should the City grant holiday bonuses City-wide to City employees outside the bargaining unit in any fiscal year during the term of this agreement, unit employees shall receive the same bonus, provided it shall set no precedent or status quo for any future bonus.

34.11 Out of Classification Pay. Any employee of the bargaining unit required to temporarily fill and assume the duties of a higher classification position for a period greater than eighty (80) consecutive hours shall receive a five percent (5%) salary increase. The affected employee's out of classification pay will begin the first scheduled workday after the absence of the higher classified employee for eighty (80) consecutive hours. The employee receiving out of classification pay will return to his regular salary upon return of the higher classified employee to work.

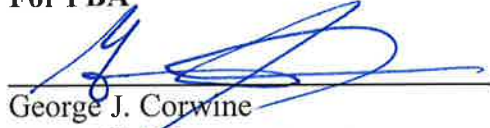
For the City


Al Minner
City's Chief Labor Negotiator

Date

6/12/25

For PBA

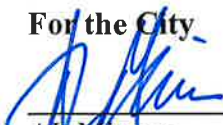

George J. Corwine
PBA's Chief Labor Negotiator

Date

June 12, 2025

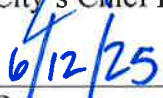
- 119 34.12 On Call/Standby Pay. Unit members placed on standby/on-call shall receive
120 twenty-five dollars (\$25) per day while on such status.
121
122 34.13 Shift Differential. Bargaining unit members who work between the hours of 1800 and
123 0600, shall be paid a shift differential of one dollar (\$1.00) per hour for all time worked.

For the City

 T.A.

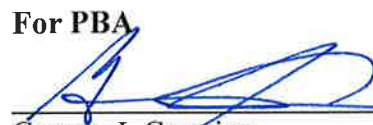
Ali Minner
City's Chief Labor Negotiator

Date


6/12/25

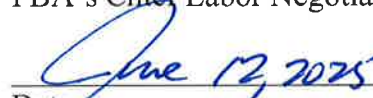
Date

For PBA



George J. Corwine
PBA's Chief Labor Negotiator

Date


June 12, 2025

Date

ARTICLE 34
COMPENSATION

34.1 Effective October 1, 2023, the below wage ranges are adopted.

For Fiscal Year 2023-2024, all bargaining unit members shall receive a sixteen percent (16%) General Wage Increase (GWI) in base pay or a pay increase to the new minimum pay. Unit members with six months or greater sworn law enforcement service with the Leesburg Police Department shall make a minimum of \$60,300.

The annual maximum of each salary range shall be advanced as outlined in the below tables:

In the event the City hires a law enforcement officer with previous experience from an agency of similar size or larger, the Chief may grant an additional base pay of up to fifteen percent (15%).

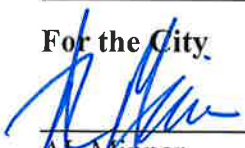
Fiscal Year 2023-2024

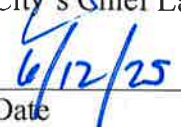
Position	Hourly Min	Hourly Max	Annual Min	Annual Max
Police Officer/Detective 300	\$27.15	\$37.43	\$60,001.50	\$82,720.30
Senior Police Officer/Detective 302	\$28.92	\$40.94	\$63,913.20	\$90,477.40
Police Corporal/Detective Corporal 304	\$30.37	\$45.49	\$67,117.70	\$100,532.90
Police Sergeant/Detective Sergeant 306	\$34.11	\$51.53	\$75,383.10	\$113,881.30

For Fiscal Year 2024-2025, each bargaining unit member shall receive an increase to the base pay of four percent (4%). In addition, for Fiscal Year 2024-2025, the following wage chart shall apply:

Position	Hourly Min	Hourly Max	Annual Min	Annual Max
Police Officer/Detective 300	\$27.69	\$38.93	\$61,201.53	\$86,035.30
Senior Police Officer/Detective 302	\$30.08	\$42.58	\$66,476.80	\$94,101.80

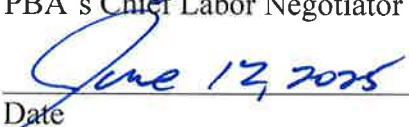
For the City


Al Minner
City's Chief Labor Negotiator


Date

For PBA


George J. Corwine
PBA's Chief Labor Negotiator


Date

Police Corporal/Detective Corporal 304	\$31.59	\$47.31	\$69,813.90	\$104,555.10
Police Sergeant/Detective Sergeant 306	\$35.47	\$53.59	\$78,388.70	\$118,433.90

34.2 For Fiscal Year 2025-2026, each bargaining unit member shall receive an increase to the base pay of six percent (6%). In addition, for Fiscal Year 2025-2026, the following wage chart shall apply:

Position	Hourly Min	Hourly Max	Annual Min	Annual Max
<u>Police Officer/Detective 300</u>	<u>\$29.42</u>	<u>\$41.27</u>	<u>\$65,018.20</u>	<u>\$91,197.42</u>
<u>Senior Police Officer/Detective 302</u>	<u>\$31.88</u>	<u>\$45.13</u>	<u>\$70,465.41</u>	<u>\$99,747.91</u>
<u>Police Corporal/Detective Corporal 304</u>	<u>\$33.47</u>	<u>\$50.15</u>	<u>\$73,979.31</u>	<u>\$110,828.41</u>
<u>Police Sergeant/Detective Sergeant 306</u>	<u>\$37.60</u>	<u>\$56.81</u>	<u>\$83,092.02</u>	<u>\$125,539.93</u>

~~The parties agree to re-open this Agreement for bargaining compensation for fiscal year 2024-2025 (beginning October 1, 2024, and ending September 30, 2025). Such negotiations must begin no later than June 1 for the preceding fiscal year, and notice must be given under Article 27 of this Agreement.~~

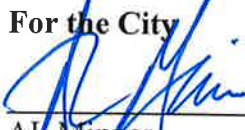
~~34.3 The parties agree to re-open this Agreement for bargaining compensation for fiscal year 2025-2026 (beginning October 1, 2025, and ending September 30, 2026). Such negotiations must begin no later than June 1 for the preceding fiscal year, and notice must be given under Article 27 of this Agreement.~~

34.4 Should the increases adopted above result in a unit member being placed above the maximum, the unit member shall receive the difference of the GWI as applied and the maximum wage range in the form of a bonus check paid in the first full pay period of October. Said payment is to be treated as pensionable income.

34.5 Accrual Maximum Rate: Pursuant to the terms in Article 16, earned payments made for PTO accruals shall be paid at the employee's current rate of pay up to the maximum amount provided for in Article 16.19.

34.6 Education Incentive. Each employee covered by this Agreement and entitled to

For the City


Al Minner
City's Chief Labor Negotiator

Date

6/12/25

For PBA


George J. Corwine
PBA's Chief Labor Negotiator

Date

June 12, 2025

Educational Incentive Pay under guidelines established by the State of Florida for the completion of certain educational courses related to his job as a law enforcement officer shall continue to be so entitled, subject to the following: should the State of Florida Education Incentive Pay program be altered, amended or ended, that will be binding on the parties.

34.7 Specialty Pay

a. Special Weapons And Tactics Team - Each unit employee that is a member of the Leesburg Police Department's Special Weapons And Tactics Team shall continue to receive additional specialty pay in the amount of two-percent (2%) above said employee's current base rate of pay, provided, however, this shall apply only so long as an employee is a member, and such additional specialty pay shall cease upon cessation of membership for any reason.

b. Field Training Officer (FTO) shall receive one (1) additional hour of PTO per each shift while training a probationary unit member. The PTO hour will be added to the FTO's accrual bank and available to use on the pay period following submission.

c. Field Training Officer (FTO) Supervisor shall receive an incentive pay in the amount of \$1,250 annually and will be paid as an "add pay" in the amount of \$48.08 bi-weekly and will not be included in the base pay of any unit employee.

d. K-9 Supervisor shall receive an incentive pay in the amount of \$1,250 annually and will be paid as an "add pay" in the amount of \$48.08 bi-weekly, and will not be included in the base pay of any unit employee.

e. Emergency Medical Technician (EMT) Incentive - To receive such pay, unit employees must have received EMT specialized training and maintain their EMT certification. The unit member shall submit a copy of his EMT certificate to the Chief of Police. The EMT incentive pay shall be \$1,250 annually and will be paid as an "add pay" in the amount of \$48.08 bi-weekly and will not be included in the base pay of any unit employee.

For the City

AL Minner

City's Chief Labor Negotiator

Date

For PBA

George J. Corwine

PBA's Chief Labor Negotiator

Date

34.8 Clothing Allowance. Each unit employee assigned to non-uniform assignments (i.e. Detective) shall receive a clothing allowance in the amount of one thousand dollars (\$1,000.00) annually, paid on the first pay period for the new fiscal year. Clothing allowance for employees temporarily assigned to such non-uniform assignments shall be prorated for the time assigned to non-uniform duties (i.e. 6-month assignment shall receive \$500.00). Unit employees promoted, reclassified, or transferred to a non-uniform assignment shall receive the clothing allowance calculated on remaining quarters in the fiscal year at two-hundred fifty dollars (\$250.00) per quarter. Unit employees assigned to light duty shall not be entitled to the clothing allowance during the period of such assignment. Clothing allowance payments are considered taxable income to the employee.

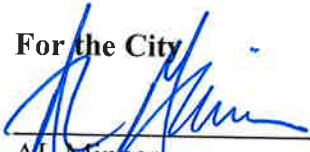
34.9 K-9 Allowance. The position of K-9 handler performs work related to the care of departmental dogs outside of their normally scheduled hours. The City recognizes that this time is compensable under the provisions of the Fair Labor Standards Act and will be paid in accordance with the following:

a. Employees assigned to K-9 duty will be paid for the care of departmental dogs done after their normally scheduled work hours. The parties to this Agreement concur that an average of three-and-one-half (3.5) hours per week is spent on such duties. K-9 handlers will be paid at their regular hourly rate of pay for completion of such duties and such hours will be considered as part of the K-9 handlers normally scheduled work hours.

34.10 Holiday Bonus. Should the City grant holiday bonuses City-wide to City employees outside the bargaining unit in any fiscal year during the term of this agreement, unit employees shall receive the same bonus, provided it shall set no precedent or status quo for any future bonus.

34.11 Out of Classification Pay. Any employee of the bargaining unit required to temporarily fill and assume the duties of a higher classification position for a period greater than eighty (80) consecutive hours shall receive a five percent (5%) salary increase. The affected employee's out of classification pay will begin the first scheduled workday after the absence of the higher classified employee for eighty (80) consecutive hours. The employee receiving out of classification pay will return to his regular salary upon return of the higher classified employee to work.

For the City


AL Minner
City's Chief Labor Negotiator

Date

6/12/25

For PBA

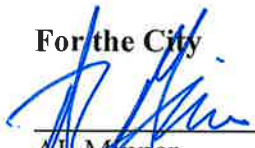

George J. Corwine
PBA's Chief Labor Negotiator

Date

June 13, 2025

- 119 34.12 On Call/Standby Pay. Unit members placed on standby/on-call shall receive
120 twenty-five dollars (\$25) per day while on such status.
121
122 34.13 Shift Differential. Bargaining unit members who work between the hours of 1800 and
123 0600, shall be paid a shift differential of one dollar (\$1.00) per hour for all time worked.

For the City

 T.A.

AL Minner
City's Chief Labor Negotiator

Date

6/12/25

For PBA



George J. Corwine
PBA's Chief Labor Negotiator

Date

June 12, 2025

ARTICLE 35
PROMOTIONS AND CAREER LADDER WITHIN UNIT

35.1 Promotions and other progressions within the bargaining unit will take place in accordance with the provisions of General Order No. 15-1, titled "Promotional Process – Senior Officer, Corporal, and Sergeant", ~~dated September 30, 2020~~, and this Agreement. The parties agree that non-substantive changes may be made without negotiation; however, any substantive changes shall be subject to negotiations.

35.2 Career Ladder – Duty Assignment change from Officer to Detective

:1 A minimum of three (3) years of sworn law enforcement experience with two (2) years of current and continuous service with the Leesburg Police Department or a minimum of five (5) years as a certified police officer with another police agency and three (3) years' experience as a police investigator and have completed the Leesburg Police Department's FTO program, and

:2 Documented demonstrated performance in handling crime scenes and investigations

:3 Selection of Top Three (3) Candidates by Chief of Police, unless appointed from outside the agency.

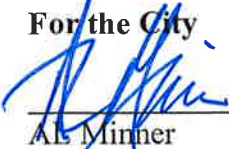
35.3 Criteria for re-classification to Senior Officer/Senior Detective (Alternative Career Ladder)

:1 A minimum of four (4) years of sworn law enforcement experience ~~with the Leesburg Police Department~~ with one (1) year of current and continuous service with the Leesburg Police Department and at least one of the following options.

:2 Option 1 – Maximum Salary Incentive Courses (480) hours; ~~must include Police Instructor Techniques or;~~

:3 Option 2 – Attainment of an Associate Degree, or the equivalent of sixty (60) college hours, or higher from Nationally or Regionally Accredited School or;

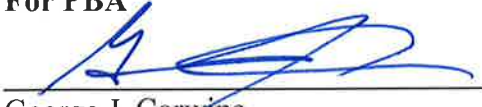
For the City


A.E. Minner
City's Chief Labor Negotiator

Date

6/12/25

For PBA


George J. Corwine
PBA's Chief Labor Negotiator

Date

June 12, 2025

:4 Options 3 – Combination of Salary Incentive and College education equivalent to 480 hours ~~which must include Police Instructor Techniques~~. Each three (3) semester hours of education will be equivalent to one (1) forty (40) hour Salary Incentive Course or;

:5 Option 4 – A combination of Salary Incentive Courses (minimum of 240 hours, ~~including Police Instructor Techniques~~), College education and/or Community Service (minimum of 240 hours) for a total of a minimum of 480 hours. Community Service work to be pre-approved by the Chief of Police or his designee, Non-paid Community Service hours are one (1) hour of service equals 1.5 hours credited to Community Service with a maximum of 240 hours credited. Each three (3) semester hours of education will be equivalent to one (1) forty (40) hour Salary Incentive Course.

:6 In addition to the above, must have performance evaluations consistently meeting or exceeding Department standards.

:7 May not be on new-hire probation.

:7 8 Endorsement by the Chief of Police

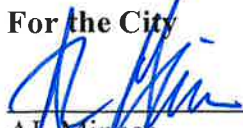
35.4 Corporal – The City shall maintain the rank of Corporal and the criteria for promotion to the rank of Corporal is as follows:

:1 A minimum of four (4) years of sworn law enforcement experience ~~with the Leesburg Police Department with three (3) two (2) years of current and continuous service with the Leesburg Police Department immediately prior to the examination,~~ and at least one of the following options.

:2 480 hours of Salary Incentive Courses to include Line Supervision or Police Instructor Techniques or;

:3 An Associate Degree or higher, or the equivalent of sixty (60) college hours or more, from Nationally or Regionally Accredited School.

For the City


AL Minner
City's Chief Labor Negotiator

Date

6/12/25

For PBA


George J. Corwine
PBA's Chief Labor Negotiator

Date

June 12, 2025

:4 Participated and completed successfully in the currently posted Promotional Assessment Process and is currently rated as one of the top three (3) candidates for promotion.

:5 In addition to the above, must have performance evaluations consistently meeting or exceeding Department standards.

35.5 Sergeant – Criteria for the promotion to the rank of Sergeant is as follows:

:1 A minimum of four (4) years of sworn law enforcement experience with the Leesburg Police Department with three (3) years of current and continuous service and at least one of the following options.

:2 480 hours of Salary Incentive courses to include Line Supervision or and Police Instructor Techniques and a minimum of twelve (12) hours of college credits for course work or;

:3 An Associate Degree or higher from Nationally or Regionally Accredited School.

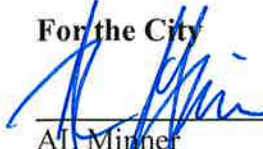
:4 Participated and completed successfully in the currently posted Promotional Assessment Process and is currently rated as one of the top three (3) candidates for promotion.

:5 In addition to the above, must have performance evaluations consistently meeting or exceeding Department standards.

35.6 Selection for Corporal or Sergeant promotions must meet the criteria above and in addition, the successful candidate will be selected from among the top three (3) candidates by the Chief of Police. Should the top candidate(s) be passed over, the Chief or their designee may be requested by the candidate, to meet in person and discuss reasons why the candidate(s) were not selected and recommendation(s) as to how to improve on the deficit(s).

35.7 Upon written announcement of the testing for the Corporal and/or Sergeant ranks, the City shall provide a list of relevant study materials from which the written

For the City


Al Minner
City's Chief Labor Negotiator

Date

6/12/25

For PBA


George J. Corwine
PBA's Chief Labor Negotiator

Date

June 12, 2025

portion of the examination process shall be taken, to each qualified applicant within at least thirty (30) days from the testing date.

Any industry standard publications, textbooks, periodicals and/or manuals utilized to prepare portions of the written examination may be obtained through available resources by the candidate, as they deem necessary and/or appropriate.

35.8 Scoring shall be consistent with the process identified in ~~Policy~~ General Order No. 15-1 effective September 30, 2020. The parties agree that non-substantive changes may be made without negotiation; however, any substantive changes shall be subject to negotiations.

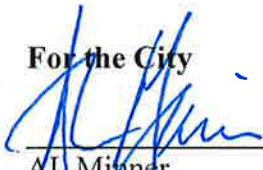
35.9 The eligibility list shall be effective for a twelve (12) month period after completion of the promotional process unless the qualified eligibility list contains three (3) or less candidates, in which case the Chief shall have the discretion to require a new round of testing.

35.10 Final approval of the successful candidate shall be made by the Chief of Police with concurrence of the City Manager.

35.11 Unit members promoted to the ranks of Corporal or Sergeant shall serve a probationary period of three (3) months. If during the probationary period, a documented unsatisfactory performance does not improve, the probationary member may be returned to the rank that he held prior to his promotion. The discretion to return a unit member to his former rank shall be the Chief's, subject to Article 23.

35.12 Unit members receiving a promotion to Senior Officer, Corporal, or Sergeant shall receive an increase of five percent (5%) to base pay or the minimum of the new pay range, whichever is greater.

For the City


AL Minner
City's Chief Labor Negotiator

Date

6/12/25

For PBA


George J. Corwine
PBA's Chief Labor Negotiator

Date

June 12, 2025

ARTICLE 35
PROMOTIONS AND CAREER LADDER WITHIN UNIT

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For the City


Al Minner

City's Chief Labor Negotiator

Date 6/12/25

For PBA


George J. Corwine

PBA's Chief Labor Negotiator

Date June 12, 2025

:4 Options 3 – Combination of Salary Incentive and College education equivalent to 480 hours ~~which must include Police Instructor Techniques~~. Each three (3) semester hours of education will be equivalent to one (1) forty (40) hour Salary Incentive Course or;

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:7 May not be on new-hire probation.

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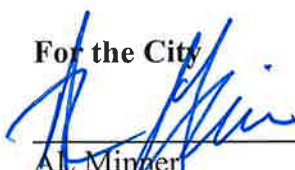
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:2 480 hours of Salary Incentive Courses to include Line Supervision or Police Instructor Techniques or;

:3 An Associate Degree or higher, or the equivalent of sixty (60) college hours or more, from Nationally or Regionally Accredited School.

For the City


Al Minner
City's Chief Labor Negotiator

Date

6/12/25

For PBA


George J. Corwine
PBA's Chief Labor Negotiator

Date

June 13, 2025

:4 Participated and completed successfully in the currently posted Promotional Assessment Process and is currently rated as one of the top three (3) candidates for promotion.

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35.5 Sergeant – Criteria for the promotion to the rank of Sergeant is as follows:

:1 A minimum of four (4) years of sworn law enforcement experience with the Leesburg Police Department with three (3) years of current and continuous service and at least one of the following options.

:2 480 hours of Salary Incentive courses to include Line Supervision or ~~and~~ Police Instructor Techniques and a minimum of twelve (12) hours of college credits for course work or;

:3 An Associate Degree or higher from Nationally or Regionally Accredited School.

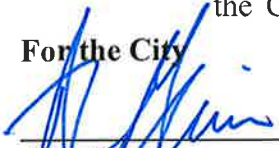
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35.6 Selection for Corporal or Sergeant promotions must meet the criteria above and in addition, the successful candidate will be selected from among the top three (3) candidates by the Chief of Police. Should the top candidate(s) be passed over, the Chief or their designee may be requested by the candidate, to meet in person and discuss reasons why the candidate(s) were not selected and recommendation(s) as to how to improve on the deficit(s).

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For the City


AL Minner
City's Chief Labor Negotiator

Date

6/12/25

For PBA


George J. Corwine
PBA's Chief Labor Negotiator

Date

June 12, 2025

portion of the examination process shall be taken, to each qualified applicant within at least thirty (30) days from the testing date.

Any industry standard publications, textbooks, periodicals and/or manuals utilized to prepare portions of the written examination may be obtained through available resources by the candidate, as they deem necessary and/or appropriate.

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35.12 Unit members receiving a promotion to Senior Officer, Corporal, or Sergeant shall receive an increase of five percent (5%) to base pay or the minimum of the new pay range, whichever is greater.

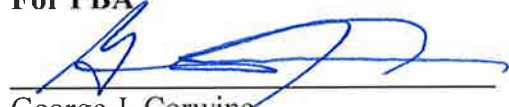
For the City -


AL Minner
City's Chief Labor Negotiator

Date

6/12/25

For PBA


George J. Corwine
PBA's Chief Labor Negotiator

Date

June 12, 2025

Collective Bargaining Agreement

Between

North Central Florida Police Benevolent Association

A Chapter of the
Florida Police Benevolent Association



and the

The City of Leesburg



October 1, 2023 to September 30, 2026

**Police Officers, Senior Police Officers, Detectives, Senior Detectives,
Corporals and Sergeants Collective Bargaining Agreement**

With FY 2025 – 2026 Reopeners

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PREAMBLE

THIS AGREEMENT is executed this 1st day of October, 2023, between CITY OF LEESBURG, FLORIDA (hereinafter called the “City”), and FLORIDA POLICE BENEVOLENT ASSOCIATION, INC. (hereinafter called the “Association” or “PBA”).

ARTICLE 1
RECOGNITION

1.1 The City recognizes the Association's status by virtue of Florida Statutes, Section 447.307 and its certification number 1679 by the Florida Public Employees Relations Commission. The City recognizes the Association as the exclusive collective bargaining representative of the following bargaining unit, who shall be designated as Unit A:

INCLUDED: All full-time sworn, certified law enforcement officers in the classifications of police officer, senior police officer, detective and senior detective.

EXCLUDED: All other employees employed in the Police Department of the City of Leesburg and all other employees employed by the City of Leesburg.

1.2 The City recognizes the Association's status by virtue of Florida Statutes, Section 447.307 and its certification number 1683 by the Florida Public Employees Relations Commission. The City recognizes the Association as the exclusive collective bargaining representative of the following bargaining unit, who shall be designated as Unit B:

INCLUDED: All full-time sworn, certified law enforcement officers in the classifications of police corporal and sergeant.

EXCLUDED: All other employees employed in the Police Department of the City of Leesburg and all other employees employed by the City of Leesburg.

ARTICLE 2

ASSOCIATION DUES

2.1 The City agrees that upon receipt of a voluntary written individual authorization signed by a bargaining unit employee on the form set forth in Appendix "A-1" which is attached hereto and made a part hereof, the City shall deduct from the pay due such employee his Association dues and uniform assessments, if any. Such authorization may be revoked by an employee within thirty (30) days written notice to the City and the Association in the form set forth in Appendix "A-2" which is attached hereto and made a part hereof.

2.2 Dues shall be deducted each pay period and those monies shall be remitted to the Association thereafter.

2.3 The Association agrees to save and hold the City harmless from any and all suits, claims or judgments arising because of the City's compliance with the provisions of this article.

2.4 The Association will notify the City as to the amount of dues for each affected unit employee. Such notification will be to the City in writing signed by a representative of the Association. Any change in Association membership dues will be similarly certified to the City and shall be done thirty (30) days in advance of the effective date of any such changes.

ARTICLE 3
NON-DISCRIMINATION

3.1 The parties to this Agreement will not discriminate against any employee because of Association membership, non-membership, or legitimate activity as required in this Agreement in behalf of the members of the bargaining unit. The parties agree they will not discriminate against any employee because of race, color, religion, creed, sex, age, national origin, sexual orientation, disability, marital status, or any other protected characteristic as defined by law.

3.2 Nothing in this agreement shall be interpreted to obligate the Association to provide services, information or process grievances for employees who are not members of the Association.

3.3 This Article 3 is not subject to the Grievance and Arbitration Procedure of Article 23 and any complaints or allegations raised under this article will be processed in accordance with the City's personnel policies and procedures.

ARTICLE 4
GENDER

4.1 The use of masculine or feminine gender in this Agreement shall be construed as including both genders and is used for convenience purposes only.

ARTICLE 5
PROBATIONARY PERIOD

5.1 An employee initially employed as a police officer shall be on probationary status for one (1) year. The City may, at its sole discretion, terminate the employment of a probationary employee at any time for any reason during the initial probationary period. Unit employees promoted to the positions of Senior Officer, Corporal, or Sergeant shall be on probationary status for three (3) months from the effective date of said promotion. Notwithstanding other disciplinary action, a promotional probationary employee will be returned to their previous rank.

ARTICLE 6
ASSOCIATION REPRESENTATION AND ACTIVITIES

6.1 Representation.

a. From employees in the bargaining unit, the Association shall select one (1) Association representative from each shift to represent unit employees. It shall furnish the City with their names and any up-to-date changes thereto. In addition, the Association shall furnish to the City and keep up-to-date a list of Association Staff Representatives.

b. Where Association representation is requested by an employee, the representative shall be a person selected and designated by the Association. Association representatives, who are unit members, act as liaisons between the City and PBA but do not have the authority to bind the Union.

c. Recognized Association representatives, who are unit employees, shall be allowed to communicate official Association business to employees prior to the beginning of his shift, during meal breaks, or after completing his shift. City work hours shall not be used by unit employees or Association representatives for conducting Association meetings or the promotion of Association affairs.

d. Unit employees who are serving on the PBA's Contract Negotiations Committee (CNC) may be allowed to attend negotiation, while on duty, with no loss of pay or benefits. A maximum number of two (2) CNC members may attend while on duty.

6.2 Representative Access. An employee representative of the Association (Staff Representative) shall be permitted reasonable access to Departmental work locations, upon request, to handle specific grievances and matters of interpretation of this Agreement. Such requests shall be permitted during the hours outlined in section 6.1.c. and are not to be unreasonably denied.

6.3 Bulletin Boards. The Association shall be allowed to mount a suitable bulletin board, measuring 3' x 4' in an area designated by the Chief of Police and generally accessible to employees. All materials posted shall be submitted to the Chief of Police for approval prior to posting. No material, notices or announcements shall be posted which contain anything political or that adversely reflects upon the City of Leesburg, its departments, its employees, or any labor organization among its employees. All material notices or announcements posted shall be signed or initialed by the Association president or his designee prior to posting. The bulletin board shall be used for posting Association information as follows:

- a. Association literature
- b. Notices of Association meetings
- c. Notices of Association elections and results of such elections
- d. Notices of Association appointments and other official Association business.

Any violation of this section by the Association shall entitle the City to revoke the privileges of bulletin board use by the Association.

ARTICLE 7
HOURS OF WORK AND OVERTIME COMPENSATION

7.1 Unit members assigned to the Patrol Division shall work seven (7) – twelve (12) hour shifts, for a total of eighty-four (84) hours in a fourteen (14) day work cycle and an eighty-six (86) hour work cycle, respectively.

7.2 K-9 officers shall work a scheduled shift of eleven (11) hours – total of seven (7) shifts in a fourteen (14) day work cycle. One additional hour per scheduled shift shall be paid at the unit member's base salary as compensation for the care of their canine partners. On one (1) designated training day per month, unit members shall work two (2) additional paid hours to allow for in-service training.

7.3 Unit members assigned to CID shall work a schedule totaling eighty-four (84) hours and eighty-six (86) hours per fourteen (14) day work period.

7.4 All unit members shall enjoy a paid meal period per shift and two (2) work breaks. However, should the need arise and the employee is required to respond to a call while on a meal break, the employee shall respond and the employee will be allowed to take another meal break, if time allows.

7.5 No hours not actually worked except for hours paid as holiday pay shall count as hours worked for the purpose of calculating overtime compensation under the Fair Labor Standards Act. Overtime compensation rate of one and one-half (1 ½) times the unit member's straight time hourly rate of pay shall be paid for all authorized work performed in excess of eighty-four (84) hours and eighty-six (86) hours in the fourteen (14) day work period.

7.5:1 If a unit member requests PTO and subsequently works hours beyond those required during the fourteen (14) day work cycle, the unit member shall have the option of being paid the PTO at their straight time hourly rate of pay or they may request to only use the PTO that brings them to the hours needed for the fourteen (14) day work cycle. Unit members shall so indicate their preference on their timesheets.

7.5:2 If a unit member takes pre-approved PTO and works a City sponsored event or special detail, as indicated in Article 12.2, within the same fourteen (14) day work cycle, the PTO shall count as hours worked for the purpose of calculating overtime compensation. PTO will count as actual hours worked only under these circumstances. Pre-approved PTO is defined as time off requested 48 hours prior to the unit member's respective shift(s).

7.6 Unit members shall have the option to receive payment for overtime worked or compensatory time at the rate of one and one-half (1 ½) times the number of hours worked. Unit members shall so indicate their preference on their timesheets.

7.6:1 The maximum accrual compensatory time balance shall be eighty-four (84) hours. Any hours worked above the compensatory cap shall be paid at the overtime rate.

7.6:2 Unit members may choose to sell back compensatory time throughout the Fiscal Year. Any comp balance on September 30 of each year of this Agreement shall be paid out on the

last paycheck in September.

7.7 The City shall have the right at its discretion to assign overtime work.

ARTICLE 8

SENIORITY

8.1 Seniority for members in the rank of police officer, senior police officer, detective and senior detective (Unit A) shall be by length of continuous employment with the City as a sworn officer, calculated from the most recent date of hire.

8.2 Rank Seniority for members in the rank of police corporal and sergeant (Unit B) shall be defined as the length of service from the date of the most recent rank promotion and years of service (in that order).

8.3 In cases of selections for layoff, recall, or vacations, the following factors shall be considered:

- a. Seniority as above defined, and
- b. Job Performance.

8.4 Continuous service with the City for seniority purposes shall continue to accrue during all types of paid leave.

8.5 Seniority shall be used only as stated in 8.3 and for no other purpose, provided, however, while PTO requests shall be filled on a first come-first served basis, PTO requests submitted simultaneously shall be filled based on seniority.

8.6 An employee on layoff status shall be recalled to an available job in accordance with Section 8.3. The City may require a physical examination of an employee at its expense before recall. Recall will be made by certified mail to the last address in the employee's record. The employee must, within seven (7) days of the certified receipt date, signify his intention, in writing, of returning to work to the Human Resources Director and the Chief of the Police Department. In the event an employee on layoff does not advise the City within seven (7) calendar days of his intention to return and return within fourteen (14) calendar days, that person shall be terminated for all purposes.

An employee shall lose his seniority as a result of the following:

- a. Resignation,
- b. Termination,
- c. Retirement,
- d. Layoff exceeding twelve (12) months.

ARTICLE 9

INTERNAL INVESTIGATIONS

9.1 The parties recognize that the security of the City and its citizens depends to a great extent upon the manner in which employees covered by this Agreement perform their various duties. Further, the parties recognize that the performance of such duties involves those employees in all manner of contacts and relationships with the public and out of such contacts and relationships with the public, questions may arise, or complaints may be made concerning the actions of employees covered by this Agreement. Investigations of such questions and complaints must necessarily be conducted by, or under the direction of, Police Department supervisory officials whose primary concern must be the security of the City and the preservation of the public interest. Unit members shall be disciplined for violations of City and Police Department's published rules or lawful orders, in accordance with Florida Statute 447.209.

9.2 In order to maintain the security of the City and protect the interest of its citizens, the parties agree that the City must have the right to conduct investigation of citizens' complaints and matters of internal security; provided, however, that any investigative interrogation of any employee covered by this Agreement relative to a citizen's complaint and/or matter of internal security shall be conducted pursuant to law, as established by Florida Statute, 112.531 et seq., commonly referred to as "The Law Enforcement Officers' Bill of Rights," as such law exists and/or may be amended.

9.3 No allegation of a violation or violations of The Law Enforcement Officers' Bill of Rights shall be subject to the Grievance and Arbitration Procedure of this Agreement.

9.4 Unit members shall be given advanced notice of any pending internal affairs interview. Unit members shall be afforded a reasonable opportunity to notify his PBA representative and secure representation prior to questioning in an internal affairs investigation. The unit member under investigation shall be allowed to bring his PBA representative, or attorney, or a person of his choosing to be present at any meeting in which the unit member may be subject to suspension, demotion, or termination. Nothing in this section is to be construed as a limitation on the ability of the City to require the unit member to provide general information concerning a crime. A unit member being interviewed as a witness only, shall be so informed and should he become a subject or target of the investigation, he shall be immediately informed and shall be provided the same rights as provided in 9.3.

ARTICLE 10
JOB RELATED MEDICAL LEAVE OF ABSENCE

10.1 In the event that an employee is unable to perform work because of an injury or illness which is compensable under the Florida Workers' Compensation Law (Florida Statutes, Section 440), he may use accumulated sick leave, accrued compensatory time, or PTO to make up the difference between his regular salary and the amount received from workers' compensation carrier for a bi-weekly pay period.

10.2 An employee who is absent for a compensable injury or illness covered under the Florida Workers' Compensation Law will be permitted to use available sick leave, accrued compensatory time, or PTO for any days not payable by workers' compensation insurance. Under the Florida Workers' Compensation Law, no compensation shall be allowed for the first seven (7) calendar days, except if the injury results in disability of more than twenty-one (21) calendar days, compensation shall be allowed from the commencement of the disability. If an employee collects sick leave, compensatory time, or PTO for all or any part of the first seven (7) calendar days of an absence covered by workers' compensation insurance and is later paid for the same period by the insurance carrier, the employee shall reimburse the City for the leave paid and his appropriate account will be credited back the time the employee initially used, accordingly.

ARTICLE 11

PHYSICAL EXAMINATIONS

11.1 Bargaining unit employees shall receive, at no cost, an annual job-related medical examination by a physician selected by the City under guidelines as established by the City. Specific results of the medical examination shall be treated as confidential records and may only be released to the employee and the City for lawful purposes relating to employment. The physician selected by the City shall provide to the City and the employee a report providing medical limitations or restrictions, if any, in layman's terms, and if the limitations are permanent. The City shall determine if the medical limitations prevent the employee from doing the essential functions of his position.

11.2 An employee shall achieve and maintain a state of personal physical condition that allows him to perform the essential functions of the job description promulgated by the City for his job or rank. Where appropriate, the current job description may be modified in accordance with the federal Americans with Disabilities Act of 1990.

11.3 If the City has reason to believe that an employee is not able to perform the essential functions of his job because of a reason related to his personal physical or mental condition, the City may require an employee to be examined by a physician.

11.4 In the event the City receives a written recommendation from a physician paid for by the City for a physical fitness program for an employee, the employee shall perform such physical exercise program as directed by the Chief, or his designee.

11.5 In the event an employee disagrees with the recommendation of the physician employed by the City, the employee reserves the right to select his own physician for examination at the employee's expense. If the two physicians disagree, the City and the employee shall agree on a third physician, paid by the City, within thirty (30) calendar days, and the third physician's decision on the question of the scope of a physical fitness program shall be binding on the City, the employee and Association.

11.6 No employee shall be ordered to participate in a City provided physical fitness program without first having a physician-conducted physical examination, including a stress EKG, a pulmonary function test, an audio and vision test, and a blood chemical profile (SMAC test) paid for by the City.

11.7 If the City-selected physician determines that an employee has permanent medical limitation(s), the medical provider shall so notice the City and employee in layman's terms as to the limitations. The City may consider if the employee can continue to perform the essential functions of a sworn law enforcement officer or consider if the employee is qualified by reason of his training, education, or experience to perform in some other position or job with the City. The City may offer the employee the opportunity to apply for such a full-time position within five (5) months of the date of the City's decision determining the employee's unfitness for duty as a law enforcement officer. The City may elect not to rehire the employee. An employee who the City-selected physician determines is medically unfit for duty as a law enforcement officer and for whom another position cannot be found may be terminated. Nothing in this section shall prohibit

an employee from seeking a disability retirement under the provisions of the Police Officers' Retirement Fund (185 Police Pension Plan, Municipal Police Retirement) of the City of Leesburg nor should be construed as a waiver of the employee or PBA to grieve the City's decision on employment.

ARTICLE 12
OFF-DUTY DETAIL PAY

12.1 Unit employees may, solely at their option, agree to be employed on special details by separate or independent employers in law enforcement or related activities. The City will facilitate such employment of such employees by separate and independent employers (outside vendors). Compensation paid to such employees by such separate and independent employers shall be:

12.1:1 Minimum Rates – The minimum hourly rate charged off-duty vendors shall be fifty-five dollars (\$55) net for unit employees not working the off-duty detail as a supervisor and sixty dollars (\$60) net for unit employees working the off-duty detail in the capacity of a supervisor. In the event that the detail involves the serving or consuming of alcoholic beverages, a five-dollar (\$5) premium shall be added to the above wage rates.

12.1:2 Holidays – The minimum hourly rate charged off-duty vendors for the following nine (9) holidays shall be sixty-five dollars (\$65) net for unit members not working the off-duty detail as a supervisor and seventy dollars (\$70) net for unit members working the off-duty detail in the capacity of a supervisor. In the event that the detail involves the serving or consuming of alcoholic beverages, a five-dollar (\$5) premium shall be added to the above wage rates.

The named holidays are: 1) New Year's Day; 2) Martin Luther King, Jr. Day 3) Memorial Day; 4) Easter; 5) Independence Day; 6) Labor Day; 7) Veteran's Day 8) Thanksgiving Day; 9) Day After Thanksgiving 10) Christmas Eve; 11) Christmas Day; and 12) New Year's Eve.

12.1:3 Outside vendors shall pay the City who will in turn pay the unit member(s) in the next pay period in which the City received the vendor's payment but not more than two (2) pay periods after the unit member has worked the off-duty detail.

12.1:4 With the approval of police management, unit members will be allowed to work law enforcement-related off-duty details outside of the City's jurisdiction and shall be paid the same rate as other law enforcement personnel working the same detail.

12.2 The City may offer special events, which are City sponsored events and paid by the City. The Police Department, from time-to-time, may post special details that may be filled by off-duty unit members. Unit members will be paid at the rate of one and one-half (1 ½) times the employee's current hourly rate of pay, with a three (3) hour minimum for special events. This does not apply to officers working their regular scheduled shift, regardless of duty assignment.

12.2:1 For the purpose of this section, pre-approved PTO shall count as actual hours worked for the purpose of calculating overtime compensation under the Fair Labor Standards Act, as is indicated in Article 7.

12.3 All open events/details, both City sponsored events and those off-duty details paid by a vendor, shall be posted utilizing the scheduling software or a similar technical process. Each posting shall be dated as to when the event/detail has been posted. At the initial posting, these events/details will be limited to two (2) events/details per unit member, with additional opportunities given to sign up for more events/details after others have an opportunity to sign up. The normal waiting period will be twenty-four (24) hours after the event/detail information has been posted.

12.4 Overtime events and details should be limited to Officers, Detectives, Corporals, and Sergeants covered under this bargaining agreement, unless administrative employees are required or the shifts cannot be filled.

ARTICLE 13
EDUCATIONAL LEAVE

13.1 If an employee is directed by the City to enroll in a course, the City shall pay the actual time spent, in attending the course, at the employee's base rate. The Chief of Police shall direct an employee in writing and the employee so directed shall attend without having to exchange time or use any PTO or compensatory time.

13.2 If the City does not require attendance at a course, the time in attending the course shall not be paid by the City. An employee seeking an unpaid leave of absence for this purpose shall make written application to the Chief of Police. Approval of such application must be made by the City Manager. An employee may request to use comp time or PTO to attend courses not required by the City.

13.3 If an employee chooses for his own reasons to enroll in a job-related academic course sponsored by an accredited law enforcement training academy or other institution, and approval for the reimbursement of the cost of tuition, books and fees in accordance with the City's Educational Funding Policy has been obtained, the employee may request, through the Chief of Police, time off to attend the course. With the Chief's approval, the employee may attend such course while on duty without loss of pay. Such employee may report back to duty at the conclusion of the class and report to work for the balance of the shift, or take PTO (if available) through the end of that shift. Time paid under this Section 13.3 shall not count as hours worked for the purpose of potential overtime compensation.

13.4 When an employee attends a scheduled class that is mandated by the City on a day when he is not scheduled to work, he shall be paid at his base rate for the actual time spent in class.

13.5 Actual time spent in class and paid under Article 13.4 will count as hours worked for the purpose of potential overtime compensation.

ARTICLE 14
EDUCATIONAL SUPPLEMENTAL COMPENSATION

14.1 The current City practice under state law to pay an additional sum to an employee upon completion of certain required educational courses related to his primary job shall be continued. Should that state program be altered or amended, the benefit shall be accordingly changed.

ARTICLE 15

INSURANCE

15.1 The City will make available health insurance, life insurance, and accidental death and dismemberment insurance benefits on a group basis to unit employees to the same extent and in the same manner that such benefits are provided to other City employees, including general employees and executive staff. The City shall have the same rights with respect to unit employees to make, or to agree with the provider or providers to, changes in such benefits and/or the costs thereof to the City and/or to employees as with all other City employees. Such changes shall include any and all changes necessary at the sole discretion of the City to comply with applicable laws and regulations and changes therein. Provided all City employees, including unit employees, have available the same benefits, as above described, the City shall have no obligation to bargain over any such changes or their effects during the term of this Agreement.

15.2 The City will notify unit employees and the PBA Chief Negotiator, within 30 days, of any potential changes to the City's health insurance benefits that would increase the employee's payroll deductions.

ARTICLE 16
PAID TIME OFF

16.1 The City furnishes paid time off (PTO) to all full-time unit employees. PTO is to be used for vacation, medical absence leave and other paid leave for the purposes set forth below. PTO shall not count as hours worked for the purpose of calculating or paying overtime compensation, unless it meets the criteria established in Article 7.

Eligibility/Administration

16.2 In any situation in which a medical absence will exceed three (3) days due to illness of the employee or other person, the City may require written certification from a treating physician so that a determination may be made as to eligibility for PTO.

16.3 Employees who are absent for reasons covered under the Florida Workers' Compensation Law are permitted to use available PTO for any days for which they do not receive wage loss benefits under Workers' Compensation Law. If an employee uses PTO for all or any part of the first seven (7) calendar days of an absence covered by Workers' Compensation for which he collects wage loss benefits, such employee shall reimburse the City for the PTO paid and his PTO account will be credited accordingly.

16.4 In addition to an employee's own earned PTO time, all unit employees who have completed six (6) months of employment are eligible for participation in the PTO Exchange Program.

16.5 Newly hired employees accrue PTO time, but are not permitted to take PTO leave during their first 90 days of service.

16.6 PTO time is not earned during an unpaid leave of absence, but is earned during PTO leave or other paid absences.

16.7 PTO time will not accrue once an employee has reached the maximum accrual permitted in Section 16.19.

16.8 During PTO for illness an employee must maintain daily contact with his immediate supervisor (or make suitable arrangements) in order for the supervisor to know the employee's estimated date of return to work. Usage of PTO for illness is contingent upon maintenance of regular contact. If the PTO for illness qualifies as leave under FMLA, the employee must maintain regular contact with Human Resources.

16.9 Depending on the length and circumstances of an employee's illness or disability, the City may require a physician's written release before the employee may return to work.

16.10 A supervisor may send an employee home due to illness in order to maintain a healthy workplace. The time off will be charged to the employee's accrued PTO. If the employee does not have a sufficient balance in his PTO account, or other leave accruals, this time shall be charged as leave without pay.

16.11 All accruals formerly known as sick leave banks or long-term banks have been frozen and must be used in the event of need for medical absence leave as defined in this article, until exhausted, before any other available benefit is used for that purpose.

Scheduling

16.12 PTO leave shall be scheduled and taken as approved by the employee's immediate supervisor and scheduling administrator. PTO time shall be requested through a scheduling software in advance, and may be denied if not timely made, if granting PTO would leave the Department understaffed, or if scheduled work cannot be performed in absence of the employee.

16.13 Preference in selection of dates may be granted by the supervisor either on a first request basis or on length of service.

16.14 If a City-paid holiday falls during an employee's PTO, the holiday will not be counted as PTO taken.

16.15 No pay advance will be permitted prior to an employee taking PTO.

16.16 PTO pay shall be based on the employee's base hourly rate of pay applicable at the time the PTO is taken.

16.17 The Chief of Police has final authority to approve or disapprove PTO leave. The City acknowledges a distinction in this regard between requests for PTO vacation or other personal use and for PTO for illness or injury.

Accrual

16.18 PTO entitlement shall accrue for each full-time employee from the employee's date of hire at the following rates:

Years of Service	PTO hours based on 2210 annual hours	Hours per pay period
0-5	195.5	7.519
6	204	7.846
7	212.5	8.173
8	221	8.500
9	229.5	8.827
10	238	9.154
11	242.25	9.317
12	246.5	9.481
13	250.75	9.644
14	255	9.808
15	259.25	9.971

Years of Service	PTO hours based on 2210 annual hours	Hours per pay period
16	263.5	10.135
17	267.75	10.298
18	272	10.462
19	276.25	10.625
20+	280.5	10.788

Maximum Accrual Permitted

16.19 Unused PTO may be accrued to a maximum of 595 hours.

PTO Sell-Back

16.20 Those employees who desire to sell PTO leave hours back to the City rather than use them are allowed to do so under the following guidelines:

- a. The employee must complete a written request in a form acceptable to Human Resources.
- b. A maximum of one hundred and seventy (170) hours may be sold back to the City in any one fiscal year, paid at the unit member's base hourly rate of pay.
- c. A minimum of eight (8) hours must be sold on each occasion.
- d. An employee may only sell to the City the same number of hours (or less) of PTO time that the employee has used as paid time off away from work during the twelve (12) month period preceding the request for PTO sell-back.
- e. Employees may exercise this option a maximum of two (2) times a fiscal year.
- f. Payment will be made in a supplemental check in the next regular pay period or in a contribution to the employee's deferred compensation account, at the option of the employee, subject to any applicable plan limitations.

PTO Donation and Exchange Policy

16.21 The City has established a plan whereby employees are able to donate some of their PTO leave to another employee who has none.

All unit employees are eligible to participate after successfully completing six months of employment. The purpose of the PTO leave exchange policy is to provide time off with pay for employees during periods of personal prolonged illness, accident, or injury not otherwise compensated by the City. The following are the guidelines for the use of this policy:

a. Donated PTO hours are to be used for illness, accident, injury or maternity only for employees or as necessary to provide care for immediate family (i.e., spouse, children or other dependents living in the same household). This usage must be approved, in advance, by the City Manager.

b. Donations shall come from the Long-Term Bank (formerly Sick Leave) until all available time has been exhausted. Additional donations shall then be drawn from the accumulated PTO.

c. An employee shall be eligible to request the assistance of donated PTO leave when:

- (1) All accrued time has been exhausted; and
- (2) Employee has been absent for at least fourteen (14) calendar days in either paid or unpaid leave status, relating to the same condition.

d. Employees who have been instructed by a physician to return to work on a limited basis (such as every other day or less than their regularly scheduled shift) shall be eligible for PTO donation provided they otherwise qualify pursuant to paragraph c above.

e. Each request for assistance from the PTO exchange program must be verifiable. (Example: Notification to the Human Resources Department by the Department Head and the ability to receive confirmation from the doctor treating the illness or injury.)

f. Upon approval, by virtue of the conditions being met, the Human Resources Department will notify all departments of an employee's need for PTO or LTB donations.

g. Any employee wishing to donate PTO leave will need to complete the necessary form in the Human Resources Department allowing a transfer of PTO leave from their account to the needy party's account.

h. All donations must be in even amounts. (Example: 4, 7 or 9 hours; fractional donations are not acceptable.)

i. The minimum donation allowed shall be four (4) hours.

j. The hours donated will not be taken from the donor's account until they are actually used.

Leaving In "Good Standing"

16.22 To leave in "good standing" for purposes of Section 16.23 of this Article, an employee who resigns must provide the City with a minimum of two weeks' written notice; return all City equipment and keys in good condition ordinary wear and tear excepted; and provide the City with a forwarding address. Human Resources will invite the employee to participate in an Exit Interview. An employee who is discharged for any reason related to discipline or work performance does not leave in good standing.

Benefits on Termination

16.23 a. Long-Term Bank (formerly known as Sick Leave). Any employee who leaves in good standing shall be entitled to payment of one-half of their accumulated and unused Long-Term Bank up to a maximum of 200 hours. Any employee who separates because of death or retirement shall be entitled to payment of one-half of their accumulated and unused Long-Term Bank up to a maximum of 400 hours.

b. Paid Time Off (PTO). Any employee who leaves in good standing or because of death or retirement shall be entitled to payment of their accumulated and unused PTO not to exceed 446 hours.

ARTICLE 17

HOLIDAYS

17.1 The following days are recognized as City holidays:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Friday after Thanksgiving Day
Christmas Eve	December 24
Christmas Day	December 25
One Personal Floating Holiday	To be selected by employee

The Floating Holiday is intended to be used to observe days of personal significance such as religious holidays, birthdays, weddings or other special occasions. The Floating Holiday is only available to employees in the calendar year (January 1 through December 31) following their date of hire. Employees must schedule this day each year with their supervisor as far in advance as possible. Failure to take a floating holiday within a calendar year will result in loss of that day.

17.2 For positions which are part of a 24/7 operation (such as road patrol) the holiday will be observed on the actual holiday. Positions which normally work Monday-Friday (such as CID, code enforcement, motors, etc.) will be observed on the City observed holiday.

17.3 All unit employees are eligible for holiday pay. Holiday pay shall be the equivalent of one regularly scheduled shift at the eligible employee's straight time base hourly rate.

17.4 To be eligible for holiday pay, an employee must work the last regularly scheduled shift preceding the holiday and the first regularly scheduled shift following the holiday, unless the absence is approved in advance by his supervisor. An employee who separates from the City or commences an unpaid leave of absence on the last scheduled shift preceding or on the first shift following a holiday will not receive holiday pay.

17.5 If a holiday falls during an employee's scheduled and approved PTO, the holiday will be observed, the employee will receive holiday pay, and the holiday will not count as PTO.

17.6 The Department may require any employee to work on a holiday. Any employee required to work on a holiday will be paid at one and one-half times his regular hourly rate for the hours worked, and will receive the equivalent of one (1) regularly scheduled shift of pay at his base hourly rate for the holiday. If an employee otherwise eligible is required or scheduled for work on a holiday, but fails to report or perform the assigned work, he shall forfeit holiday pay.

for the unworked holiday, unless such failure is because of illness or death in the immediate family or because of other similar good cause as evidenced by written certification of a physician or other proof as requested by the City.

17.7 Holiday pay shall be considered hours worked for the purpose of calculating overtime compensation.

17.8 In the event the City determines to observe a day other than the above-listed days as a City-wide holiday, that day will be treated under this Article as a holiday but only so long as the City observes it as a City-wide holiday.

ARTICLE 18
OUTSIDE EMPLOYMENT

18.1 The City permits unit employees to accept employment with other employers, or to engage in other paying work, provided that at all times City employment shall be the primary compensated work activity of unit employees. All unit employees will be required to report for duty when called, regardless of other work or employment. At no time may any unit employee use his position with the City or his uniform for any personal advantage. At no time can other employment or any other work activity of a unit employee interfere with the performance of work for the City or create any conflict of interest affecting the City or the employment with the City of such unit employee. No off-duty work will take place while the employee is receiving PTO for any medical leave-related purpose related to illness of or injury to any person or wage loss benefits attributable to City employment. Exceptions may be made to this if an employee's medical restrictions cannot be accommodated by the City. Such exceptions must be approved by the Chief of Police with the concurrence of the Human Resources Department. It is understood that no employee will be covered by worker's compensation benefits attributable to City employment as a result of any accident or injury incurred during off-duty employment. No employee shall utilize other on-duty City employees, City paid time, or City equipment, facilities or vehicles in connection with any off-duty employment.

18.2 Unit employees who intend to accept any form of non-City employment or independent contractor relationship shall complete and deliver to the Chief of Police the form attached as Appendix "A-3".

ARTICLE 19
LEGAL PROCEEDINGS

19.1 Employees who are required to serve during scheduled duty as witnesses for the City, or responding to legal processes resulting from performance of duties in any judicial or administrative proceeding, or who are required to serve during scheduled duty as witnesses for any party under a valid and lawfully served subpoena in connection with any non-personal matter which arose from the course or scope of their employment, shall be given time off with pay to serve, and shall return to duty immediately upon completion of such service, so long as at least one (1) hour of their work hours or shift is still in effect.

19.2 Employees who are required to serve in any capacity as noted in 19.1 during times other than their scheduled duty time shall be paid a minimum of three (3) hours at their base hourly rate or for the actual hours of time, whichever greater, spent by them at the courthouse or other required place of attendance. All such paid time must be documented by the employee.

19.3 All witness fees payable to an employee for or in connection with such service must be endorsed and tendered to the City by the affected employee as a condition to being paid by the City for the time taken off for witness service under the foregoing language of this article.

19.4 Actual time spent by an employee serving in the above noted legal proceedings, regardless of whether the employee is on scheduled duty during such time; and actual time spent serving as a witness under a valid and lawfully served subpoena for any party in connection with any non-personal matter which arose from the course or scope of the employment of such employee, shall be counted as hours worked for purposes of computing statutory overtime under the overtime regulations promulgated under the Fair Labor Standards Act.

ARTICLE 20
SAFETY AND HEALTH

20.1 The City and the Association agree to cooperate in making continuing efforts to eliminate accidents and health hazards and in the enforcement of City rules and regulations relating to safety.

20.2 The parties agree that the Association may appoint one individual to sit as a member of any safety committee of the City now existing or which may hereafter exist during the term of this Agreement. The individual appointed by the Association shall have the same decision making and voting rights as any other committee member. Such individual may participate in committee meetings while on duty without loss of pay if such meetings are scheduled while he is on duty. Time required to attend the Safety Committee while off-duty shall be considered as hours worked and compensated accordingly.

20.3 The Chief of Police shall give good faith consideration to implementation of any recommendation made by any such committee during the term of this Agreement, which relates to any functions or duties of unit personnel.

20.4 The City shall furnish each unit employee who so requests, fifty rounds of sidearm ammunition, twice per calendar year (100 total), so that the unit employee may practice with his sidearm. The ammunition shall be supplied by the quartermaster or approved supervisor. The rounds must be expended at an approved firing range and that training must be documented for the unit employee's training record.

ARTICLE 21
EMPLOYEE RIGHTS

21.1 The Parties agree not to interfere with the right of any eligible employee to become a member of the Association, withdraw from membership from the Association, or refrain from becoming a member of the Association.

21.2 Each employee covered by this Agreement shall have the right to inspect his official personnel file, provided, however, that such inspection shall take place during working hours at the location where the official personnel file is kept. The City adheres to Florida Statute 119 and ensures that exempt or confidential information is not disclosed when a request is made to view an employee's official personnel file, except as otherwise permitted by law. A reasonable effort will be made to inform employees when a request is made to view their personnel file by anyone not employed by the City.

21.3 Employees covered by this Agreement shall have the right to file a written response to any letter of reprimand or other derogatory document which is placed in the employee's official personnel file as a result of supervisory action or citizen complaint. At the employee's request, any such written response shall be included in the employee's official personnel file together with the specific derogatory document against which it is directed.

21.4 The City agrees to allow each employee who is a registered voter and is scheduled to work on the day and during the hours of a general election reasonable time off with pay to vote. Voting time will be scheduled in the discretion of Department management so as to not interfere with work.

ARTICLE 22
MANAGEMENT RIGHTS

22.1 It is the right of the City of Leesburg to determine unilaterally the purpose of the City of Leesburg Police Department, to set standards of services to be offered to the public, to exercise control and discretion over the operations of the City of Leesburg Police Department and to direct its employees in that Department.

ARTICLE 23
GRIEVANCE AND ARBITRATION PROCEDURE

23.1 Members of the bargaining unit will follow all written and verbal orders given by superiors even if such orders are alleged to be in conflict with this Agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance. An employee covered by this Agreement shall have the right to be represented, or refrain from exercising the right to be represented in the grievance procedure. Nothing in this section shall be construed to prevent any employee from presenting his own grievances, and having such grievances adjusted without the intervention of the Association, provided the adjustment is consistent with the terms of this Agreement.

23.2 The Association may at its own discretion choose not to represent an employee pursuing a grievance who is not a dues paying member of the Association or whose grievance in the opinion of the Association is without merit. The Association shall not have liability to an affected unit employee on any claim of such employee which may arise out of any adjustment or lack thereof relating to any grievance or arbitration which was processed without representation by a duly recognized Association representative.

23.3 A grievance may be submitted by the Association as the exclusive representative of unit employees covered by this Agreement as a "Class Grievance", which is defined as a grievance which is general in nature and affects more than one employee regarding the same subject. An Association Staff Representative shall sign the Class Grievance on behalf of the affected unit employees. If a Class Grievance is alleged to affect less than the entire unit, each affected individual must be named in the initial filing. A Class Grievance shall be submitted at Step 2 (Chief of Police) within seven (7) business days of the Association's knowledge of the occurrence of the action giving rise to the grievance.

23.4 A "grievance" is a claimed violation of this Agreement. No grievance will or need be entertained or processed unless prepared in writing in the manner described herein, and unless filed in the manner provided herein within the time limit prescribed herein. A grievance may be filed by either a bargaining unit employee ("employee" as used herein being understood to include the plural for purposes of this Article) or by the Association. Grievances are limited to claims which are dependent for resolution exclusively upon interpretation or application of one or more express provisions of this Agreement. The City need not entertain or process under this article and may refuse to entertain or process any dispute, claim or complaint or other matter not meeting this definition.

23.5 Grievances will be processed in the following manner and strictly in accordance with the following stated time limits.

Step 1: An aggrieved employee or the Association shall present in writing the grievance to the aggrieved employee's commander within his chain of command within seven (7) business days of the aggrieved employee's or Association's knowledge of the occurrence of the action giving rise to the grievance. The commander shall reach a decision and communicate it in writing to the grievant within seven (7) business days from the date the grievance was presented to him. The failure of the aggrieved employee or the Association to make the grievance known in writing to the commander within seven (7) business days of such knowledge of the occurrence of the action giving rise to the grievance shall constitute a final and conclusive bar on the merits of the grievance. The phrase "action giving rise to the grievance" shall include a final decision made by a representative of the City which results at a later time in the action which is the subject of the grievance.

Step 2: If the grievance is not fully resolved at the first step, the aggrieved employee or Association may forward the written grievance to the Chief of Police within seven (7) business days of receipt of the answer provided in Step 1. If there is a meeting involved in this step, an Association representative may attend. The City shall notify the aggrieved employee and the Association of the Chief's decision within seven (7) business days following the meeting.

Step 3: If the grievance is not resolved with finality in Step 2, the aggrieved employee or Association may forward the written grievance to the City Manager within seven (7) business days of receipt of the answer provided in Step 2. The City Manager and the aggrieved employee and/or Association will meet at mutual convenience but no later than seven (7) business days from the date the grievance was presented at Step 3. The decision of the City Manager shall be determinative of the grievance, subject to the provisions in Article 23.6 on arbitration. Such decision shall be furnished to the Association in writing within seven (7) business days following the meeting.

23.6 ARBITRATION

a. If the grievance is not resolved by the foregoing grievance procedure, the Association, within fourteen (14) calendar days after its receipt of the decision of the City Manager in Step 3, may give to the City, by hand delivery or by registered or certified mail, a written notice of its desire to submit the matter to arbitration; said written notice to include a written statement of the position of the Association with respect to the arbitral issues.

b. The parties agree to an Expedited Arbitration Procedure in every case, unless one or both of the parties object to the Expedited Arbitration Procedure, in writing. Arbitrators will abide by the rules set forth in the Federal Mediation and Conciliation Service (FMCS) Expedited Arbitration procedure. Where one or both parties have objected to the Expedited Arbitration, the process will be through the regular arbitration procedure. In the event that a transcript of a hearing is requested, before an arbitrator is prepared, the party ordering the transcript shall pay the cost thereof. In the event more than one party desires a copy of the

transcript, the cost of said transcript will be prorated and paid in proportion to the number of parties requesting the transcript.

c. Within fourteen (14) calendar days from receipt of such notice, the parties shall select an arbitrator. In the event the parties fail to agree on an arbitrator, the Association shall, within fourteen (14) calendar days, request a list of seven (7) qualified arbitrators from the FMCS. The City shall be copied on the request. The Association and then the City will alternately eliminate one at a time from said list of names or persons not acceptable until only one remains and this person will be the arbitrator. A coin toss will determine which party has the right to first strike arbitrators.

d. As promptly as possible after the arbitrator has been selected, he shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the employee or employees aggrieved and upon the City and the Association in writing. It shall be the obligation of the arbitrator to rule within twenty-one (21) calendar days after the hearing.

e. The expense of the arbitration, including the fee and expenses of the arbitrator, shall be paid by the losing party. Each party shall be exclusively responsible for compensating its own representatives and witnesses. In the event the witnesses are City employees, and their testimony is relevant, they shall be relieved from their normal duties for the purpose of their testimony with no loss of pay. At the conclusion of their normal scheduled duty hours, the City will not be liable for payment of overtime.

f. The submission to the arbitrator shall be based exclusively on the written grievance as submitted in Step 1 (or Step 2 in the case of a Class Grievance) of the grievance procedure, and shall include a copy of this Agreement.

g. The power and authority of the arbitrator shall be strictly limited to determination and interpretation of the express terms of this Agreement. He shall not have the authority to add to or subtract from or modify any of said terms, or to limit or impair any right that is reserved by this Agreement, by statute or otherwise to the City or the Association or the employees, or to establish or change any wages or rate of pay in this Agreement. The arbitrator shall have the exclusive authority to rule on issue(s) of arbitrability.

h. No decision of any arbitrator or of the City in one case shall create a basis for retroactive adjustment in any other case.

i. In settlement or resolution by arbitration of any grievance resulting in retroactive adjustment, including back wages, such adjustment shall be limited to a maximum of fourteen (14) calendar days prior to the date of the filing of the grievance at Step 1 (or Step 2 in the case of a Class Grievance).

j. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned from the City, less any unemployment compensation or

compensation from any other sources that he received during the period for which the back pay was awarded.

k. The decision of the arbitrator is final and binding on both parties, and the grievance shall be considered permanently resolved, subject to any judicial relief available to either party under Florida law. Upon receipt of the arbitrator's decision, corrective action, if any, will be implemented as soon as possible, but in any event no later than fourteen (14) working days after receipt of the decision, unless a party intends to challenge the decision.

l. It is agreed, with respect to this grievance and arbitration procedure, that:

(1) It is the intent of the parties that grievances must be raised at the earliest possible time. Any grievance, in order to be entertained and processed, must be submitted in writing at Step 1 (or in the case of Class Grievance Step 2) within seven (7) business days after initial knowledge of the action allegedly giving rise to the grievance, which means, as indicated in Step 1 above, within seven (7) business days after knowledge of a final decision which results in the action which is the subject of the grievance.

(2) A matter otherwise constituting a grievance not presented at the appropriate step within the time limit prescribed and in compliance with paragraph 1 above shall be conclusively barred on the merits following expiration of the prescribed time limit. Such a time-barred grievance need not be entertained or processed, and only factual disputes as to timing will be the subject of any arbitration resulting from the matter. A grievance which is for any reason not advanced to Step 2 or to arbitration within the time limits prescribed herein for such advancement shall be similarly permanently withdrawn and barred. Failure on the part of the City to respond within the time limit set forth at any step shall require the aggrieved employee or Association to proceed to the next step or to arbitration, and failure on the part of the aggrieved employee or Association to so proceed within the time limit after expiration of the time limit for the City's response shall cause the matter to be barred as set forth in this paragraph.

(3) A time limit at any stage of the grievance procedure may be extended by written mutual Agreement of the Association and the City.

(4) All grievances shall be dated and signed by the aggrieved employee or Association representative. Any decision rendered shall be in writing and shall be dated and signed by the City's representative at that step.

(5) In any grievance there shall be set forth in space provided on the grievance form or on attachments, if necessary, all of the following:

- (i) a complete statement of the grievance and facts upon which it is based;
- (ii) the section or sections of this Agreement claimed to have been violated; and
- (iii) the remedy or correction requested.

(6) Unless mutually agreed, all grievance hearings will be during working hours.

(7) Any grievances filed on behalf of or for the benefit of any employee or employees must specifically name all such employees, or class/unit of employees such as all unit members assigned to Patrol, and may not be amended after progression to Step 2 to add names. No monetary or other relief shall be granted or awarded to any employee not so named. The only exception to this is that if the Association claims that a grievance affects the entire unit (Class Grievance), it may describe the unit generally.

(8) In all cases requiring the aggrieved employee or the Association to timely present or advance a grievance to a designated City official, hand delivery during normal business hours, Monday through Friday, except holidays hereunder, to the office of that official shall be sufficient for compliance with prescribed time limits if the designated official is not personally available for service.

ARTICLE 24
DRUG TESTING

24.1 The Association agrees to the current City of Leesburg Drug Free Workplace Policy (the "Policy") approved by the City Commission on May 28, 1991, and in effect from November 20, 1991. Should the City desire to modify, change or amend the existing drug testing policy affecting unit employees, the parties agree to meet and bargain the impact of such modifications, changes or amendments to the policy prior to implementation.

ARTICLE 25
WORK RULES

25.1 Employees shall be required to observe and comply with the written regulations governing their employment as set forth in the City of Leesburg Personnel Policies manual, the City of Leesburg Police Department Rules, and Regulations, Operating Procedures and General Orders manual, current Department procedures and such special and general orders and written communications as issued from time to time, commonly referred to as Standard Operating Procedures and the Chief's Directives as they may be amended from time to time, not in conflict with this Agreement.

25.2 Employees shall be required to observe and comply with such additional or supplemental rules and regulations promulgated and published by the Chief of the Police Department, provided that such rules and regulations shall not be contrary to any of the provisions of this Agreement. No disciplinary action will be taken for violation of a posted rule or regulation until at least five (5) business days after posting. The posting of additional or supplemental rules will be on Power DMS, not in conflict with this agreement.

25.3 All unit members shall be furnished with all written rules, policies or regulations specifically pertaining to the Police Department, at least seven (7) calendar days in advance of being held accountable for said changes.

ARTICLE 26
REPRODUCTION OF AGREEMENT

26.1 The City will publish an electronic copy of this Agreement and the City of Leesburg Personnel Policies and Procedures and Police Department Rules and Regulations, as issued and/or amended, to Power DMS for unit members and the Association's Chief Negotiator. The City shall give Power DMS access to the PBA Chief Negotiator, so that he may review the policies and make appropriate comments to the City.

ARTICLE 27
NOTICE

27.1 Any notice to be given under this Agreement shall be given by email and/or certified mail. A written reply, from the receiver, acknowledging receipt is required to verify delivery of any notice. If notice is given by the Association to the City, it shall be addressed to the Director of Human Resources, City Hall, Post Office Box 490630, Leesburg, Florida 34749-0630; and any such notice if given by the City to the Association shall be addressed to the Association's Chief Negotiator of the Florida Police Benevolent Association, Inc., 300 East Brevard Street, Tallahassee, Florida 32301, or to the Chief Negotiator's mailing address (including email address) on file with the City.

ARTICLE 28
SAVINGS

28.1 If any article of this Agreement or any portion of any article is ruled to be illegal or otherwise invalid, either as to language or application, by any Court or other tribunal having jurisdiction of the parties and this Agreement, such ruling shall not invalidate the remaining articles and portions of articles of this Agreement.

ARTICLE 29
NO STRIKE

29.1 Neither the Association nor any of its employees or agents nor members covered by this Agreement, nor any other employees covered by the Agreement, will authorize, instigate, condone, promote, support, or engage in any strike, work slow-down, work stoppage, or other prohibited activities as defined in Section 447.203(6), Florida Statutes.

29.2 Any or all employees covered by this Agreement who violate any provision of law prohibiting strikes or of this Article will be subject to disciplinary action up to and including termination, and any such action by the Employer shall not be subject to the grievance procedure established herein.

29.3 Nothing in this Article shall interfere with or affect the application of Section 447.507, Florida Statutes.

ARTICLE 30
FUNERAL LEAVE

30.1 When a death occurs in a unit employee's immediate family, defined as the employee's spouse, mother, father, legal guardian, mother-in-law, father-in-law, step parents, son, daughter, son-in-law, daughter-in-law, step children, brother, sister, grandparent (including great grandparents as long as documentation showing relationship is provided), grandchildren or dependents living in the same household, the employee may, upon request, be excused and paid for up to three (3) work days to attend a funeral. Employees may, when necessary, use PTO or LTB, if available, to extend funeral leave for a funeral out of state. Payment shall be at the regular base rate.

30.2 An employee will not receive funeral pay when it duplicates pay received for time not worked for any other reason.

30.3 Paid funeral leave shall not be considered hours worked for the purpose of calculating overtime.

ARTICLE 31
CITY OF LEESBURG MUNICIPAL POLICE OFFICERS' PENSION TRUST FUND

31.1 The parties agree that the City will continue participation in the City of Leesburg Municipal Police Officers' Pension Trust Fund (the "Plan"), which was adopted in Chapter 17, Article IV of the City's Code of Ordinances.

31.2 The multiplier used to calculate the police pension shall be as follows:

Three and a quarter percent (3.25%) for all years of service for all members who retire on or after October 1, 2025. This retroactive change shall apply to all current, sworn members including all DROP participants.

31.3 The parties agree that the DROP shall be extended from sixty (60) months to a maximum of ninety-six (96) months, based upon the election of the bargaining unit member. The member may elect to complete less than ninety-six (96) months if they so desire.

31.4 The foregoing changes will apply only to eligible sworn personnel who are employed by the City as such upon full implementation of the changes, and not to any person not employed at such time or who enters the DROP plan prior to such implementation.

31.5 All Premium Insurance Revenues derived from Chapter 185, received by the City, during the term of this Agreement shall be used exclusively by the City to fund the benefits first, and second, the incurred unfunded liability of the City of Leesburg Municipal Police Officers' Pension Trust Fund.

31.6 Unit employees who retire under the provisions of normal retirement shall, upon the last day of employment, be awarded their service sidearm and retirement credentials.

31.7 For each fiscal year, the Pension Board shall set aside three thousand five hundred dollars (\$3,500) for the PBA to use at their sole discretion to conduct pension surveys.

ARTICLE 32
GENERAL PROVISIONS

32.1 The City agrees to continue to provide unit employees with life insurance in the amount of fifty-thousand dollars (\$50,000) with one-hundred percent (100%) of the premium paid by the City upon completion of 90 days full-time employment with the City.

32.2 The City agrees to continue to provide unit employees with accidental death and dismemberment insurance per State statute with one-hundred percent (100%) of the premium paid by the City upon completion of 90 days full time employment with the City.

32.3 The City agrees to pay fifty percent (50%) of the monthly fee for the employee and spouse to participate in a wellness program provided through one of the City-approved health and fitness clubs. There will be no attendance requirements, and membership can only be cancelled during open enrollment.

32.4 Unit employees may be reimbursed for the loss or damage to personal property, provided such loss occurs during performance of a job duty and is caused by an act or event not the fault of the employee, such as, for example, an altercation begun by an arrestee. All such reimbursements are subject to the following restrictions:

a. The maximum reimbursement for items of personal necessity (including, but not limited to, non-prescription eyewear watches and hearing aids) shall be one-hundred-fifty (\$150) dollars, except that prescription eyewear shall be reimbursed up to a maximum of three hundred (\$300) dollars.

b. The maximum reimbursement for all other personal property shall be one hundred (\$100) dollars.

c. Requests for reimbursement for the loss of or damage to personal property must be made within the shift in which the loss or damage occurs, unless mitigating circumstances such as an injury prevent the employee from doing so. In these situations, the employee has five (5) work days to make the request for reimbursement.

d. To aid in establishing the amount to be reimbursed, the employee will be required to provide to the City the receipt for the replacement article.

e. Reimbursement for lost or damaged personal property must be approved by the Chief of Police or his designee. The Chief of Police may approve reimbursement beyond the limits established by this section if he feels that such action is warranted by extraordinary circumstances.

32.5 TAKE-HOME VEHICLE PROGRAM — The City agrees to continue the Police Department Take-Home Vehicle Program under the provisions of General Order 19-2, Section 4.4, A through H. Any changes to the program will require the City to notify and meet with the Association and negotiate the impact of such proposed changes.

32.6 Footwear. The City will provide \$150, per fiscal year (October 1 – September 30), for approved footwear. The footwear stipend will be paid on the pay period immediately following October 1.

32.7 Computer Purchases. Eligible unit employees will have the benefit of the City's Employee Computer Purchase Plan (Personnel Policy #705) to the same extent as other eligible General Fund City employees.

ARTICLE 33
MILITARY LEAVE

33.1 All unit employees will have the benefits outlined in the City's Military Leave Policy (Personnel Policy #390).

ARTICLE 34
COMPENSATION

34.1 Effective October 1, 2023, the below wage ranges are adopted.

For Fiscal Year 2023-2024, all bargaining unit members shall receive a sixteen percent (16%) General Wage Increase (GWI) in base pay or a pay increase to the new minimum pay. Unit members with six months or greater sworn law enforcement service with the Leesburg Police Department shall make a minimum of \$60,300.

The annual maximum of each salary range shall be advanced as outlined in the below tables:

In the event the City hires a law enforcement officer with previous experience from an agency of similar size or larger, the Chief may grant an additional base pay of up to fifteen percent (15%).

Fiscal Year 2023-2024

Position	Hourly Min	Hourly Max	Annual Min	Annual Max
Police Officer/Detective 300	\$27.15	\$37.43	\$60,001.50	\$82,720.30
Senior Police Officer/Detective 302	\$28.92	\$40.94	\$63,913.20	\$90,477.40
Police Corporal/Detective Corporal 304	\$30.37	\$45.49	\$67,117.70	\$100,532.90
Police Sergeant/Detective Sergeant 306	\$34.11	\$51.53	\$75,383.10	\$113,881.30

For Fiscal Year 2024-2025, each bargaining unit member shall receive an increase to the base pay of four percent (4%). In addition, for Fiscal Year 2024-2025, the following wage chart shall apply:

Position	Hourly Min	Hourly Max	Annual Min	Annual Max
Police Officer/Detective 300	\$27.69	\$38.93	\$61,201.53	\$86,035.30
Senior Police Officer/Detective 302	\$30.08	\$42.58	\$66,476.80	\$94,101.80
Police Corporal/Detective Corporal 304	\$31.59	\$47.31	\$69,813.90	\$104,555.10
Police Sergeant/Detective Sergeant 306	\$35.47	\$53.59	\$78,388.70	\$118,433.90

34.2 For Fiscal Year 2025-2026, each bargaining unit member shall receive an increase to the base pay of six percent (6%). In addition, for Fiscal Year 2025-2026, the following wage chart shall apply:

<u>Position</u>	<u>Hourly Min</u>	<u>Hourly Max</u>	<u>Annual Min</u>	<u>Annual Max</u>
Police Officer/Detective 300	\$29.42	\$41.27	\$65,018.20	\$91,197.42
Senior Police Officer/Detective 302	\$31.88	\$45.13	\$70,465.41	\$99,747.91
Police Corporal/Detective Corporal 304	\$33.47	\$50.15	\$73,979.31	\$110,828.41
Police Sergeant/Detective Sergeant 306	\$37.60	\$56.81	\$83,092.02	\$125,539.93

34.3 Should the increases adopted above result in a unit member being placed above the maximum, the unit member shall receive the difference of the GWI as applied and the maximum wage range in the form of a bonus check paid in the first full pay period of October. Said payment is to be treated as pensionable income.

34.4 Accrual Maximum Rate: Pursuant to the terms in Article 16, earned payments made for PTO accruals shall be paid at the employee's current rate of pay up to the maximum amount provided for in Article 16.19.

34.5 Education Incentive. Each employee covered by this Agreement and entitled to Educational Incentive Pay under guidelines established by the State of Florida for the completion of certain educational courses related to his job as a law enforcement officer shall continue to be so entitled, subject to the following: should the State of Florida Education Incentive Pay program be altered, amended or ended, that will be binding on the parties.

34.6 Specialty Pay

a. Special Weapons And Tactics Team - Each unit employee that is a member of the Leesburg Police Department's Special Weapons And Tactics Team shall continue to receive additional specialty pay in the amount of two-percent (2%) above said employee's current base rate of pay, provided, however, this shall apply only so long as an employee is a member, and such additional specialty pay shall cease upon cessation of membership for any reason.

b. Field Training Officer (FTO) shall receive one (1) additional hour of PTO per each shift while training a probationary unit member. The PTO hour will be added to the FTO's accrual bank and available to use on the pay period following submission.

c. Field Training Officer (FTO) Supervisor shall receive an incentive pay in the amount of \$1,250 annually and will be paid as an "add pay" in the amount of \$48.08 bi-weekly and will not be included in the base pay of any unit employee.

d. K-9 Supervisor shall receive an incentive pay in the amount of \$1,250 annually and will be paid as an "add pay" in the amount of \$48.08 bi-weekly, and will not be included in the base pay of any unit employee.

e. Emergency Medical Technician (EMT) Incentive - To receive such pay, unit employees must have received EMT specialized training and maintain their EMT certification.

The unit member shall submit a copy of his EMT certificate to the Chief of Police. The EMT incentive pay shall be \$1,250 annually and will be paid as an "add pay" in the amount of \$48.08 bi-weekly and will not be included in the base pay of any unit employee.

34.7 Clothing Allowance. Each unit employee assigned to non-uniform assignments (i.e. Detective) shall receive a clothing allowance in the amount of one thousand dollars (\$1,000.00) annually, paid on the first pay period for the new fiscal year. Clothing allowance for employees temporarily assigned to such non-uniformed assignments shall be prorated for the time assigned to non-uniform duties (i.e. 6-month assignment shall receive \$500.00). Unit employees promoted, reclassified, or transferred to a non-uniform assignment shall receive the clothing allowance calculated on remaining quarters in the fiscal year at two-hundred fifty dollars (\$250.00) per quarter. Unit employees assigned to light duty shall not be entitled to the clothing allowance during the period of such assignment. Clothing allowance payments are considered taxable income to the employee.

34.8 K-9 Allowance. The position of K-9 handler performs work related to the care of departmental dogs outside of their normally scheduled hours. The City recognizes that this time is compensable under the provisions of the Fair Labor Standards Act and will be paid in accordance with the following:

a. Employees assigned to K-9 duty will be paid for the care of departmental dogs done after their normally scheduled work hours. The parties to this Agreement concur that an average of three-and-one-half (3.5) hours per week is spent on such duties. K-9 handlers will be paid at their regular hourly rate of pay for completion of such duties and such hours will be considered as part of the K-9 handlers normally scheduled work hours.

34.9 Holiday Bonus. Should the City grant holiday bonuses City-wide to City employees outside the bargaining unit in any fiscal year during the term of this agreement, unit employees shall receive the same bonus, provided it shall set no precedent or status quo for any future bonus.

34.10 Out of Classification Pay. Any employee of the bargaining unit required to temporarily fill and assume the duties of a higher classification position for a period greater than eighty (80) consecutive hours shall receive a five percent (5%) salary increase. The affected employee's out of classification pay will begin the first scheduled workday after the absence of the higher classified employee for eighty (80) consecutive hours. The employee receiving out of classification pay will return to his regular salary upon return of the higher classified employee to work.

34.11 On Call/Standby Pay. Unit members placed on standby/on-call shall receive twenty-five dollars (\$25) per day while on such status.

34.12 Shift Differential. Bargaining unit members who work between the hours of 1800 and 0600, shall be paid a shift differential of one dollar (\$1.00) per hour for all time worked.

ARTICLE 35
PROMOTIONS AND CAREER LADDER WITHIN UNIT

35.1 Promotions and other progressions within the bargaining unit will take place in accordance with the provisions of General Order No. 15-1, titled "Promotional Process – Senior Officer, Corporal, and Sergeant", and this Agreement. The parties agree that non-substantive changes may be made without negotiation; however, any substantive changes shall be subject to negotiations.

35.2 Career Ladder – Duty Assignment change from Officer to Detective

:1 A minimum of three (3) years of sworn law enforcement experience with two (2) years of current and continuous service with the Leesburg Police Department or a minimum of five (5) years as a certified police officer with another police agency and three (3) years' experience as a police investigator and have completed the Leesburg Police Department's FTO program, and

:2 Documented demonstrated performance in handling crime scenes and investigations

:3 Selection of Top Three (3) Candidates by Chief of Police, unless appointed from outside the agency.

35.3 Criteria for re-classification to Senior Officer/Senior Detective (Alternative Career Ladder)

:1 A minimum of four (4) years of sworn law enforcement experience with one (1) year of current and continuous service with the Leesburg Police Department and at least one of the following options.

:2 Option 1 – Maximum Salary Incentive Courses (480) hours or;

:3 Option 2 – Attainment of an Associate Degree, or the equivalent of sixty (60) college hours, or higher from Nationally or Regionally Accredited School or;

:4 Options 3 – Combination of Salary Incentive and College education equivalent to 480 hours. Each three (3) semester hours of education will be equivalent to one (1) forty (40) hour Salary Incentive Course or;

:5 Option 4 – A combination of Salary incentive Courses (minimum of 240 hours), College education and/or Community Service (minimum of 240 hours) for a total of a minimum of 480 hours. Community Service work to be pre-approved by the Chief of Police or his designee, Non-paid Community Service hours are one (1) hour of service equals 1.5 hours credited to Community Service with a maximum of 240 hours credited. Each three (3) semester hours of education will be equivalent to one (1) forty (40) hour Salary Incentive Course.

:6 In addition to the above, must have performance evaluations consistently meeting or exceeding Department standards.

:7 May not be on new-hire probation.

:8 Endorsement by the Chief of Police

35.4 Corporal – The City shall maintain the rank of Corporal and the criteria for promotion to the rank of Corporal is as follows:

:1 A minimum of four (4) years of sworn law enforcement experience with two (2) years of current and continuous service with the Leesburg Police Department immediately prior to the examination, and at least one of the following options.

:2 480 hours of Salary Incentive courses to include Line Supervision or Police Instructor Techniques or;

:3 An Associate Degree, or the equivalent of sixty (60) college hours or more, or higher from Nationally or Regionally Accredited School.

:4 Participated and completed successfully in the currently posted Promotional Assessment Process and is currently rated as one of the top three (3) candidates for promotion.

:5 In addition to the above, must have performance evaluations consistently meeting or exceeding Department standards.

35.5 Sergeant – Criteria for the promotion to the rank of Sergeant is as follows:

:1 A minimum of four (4) years of sworn law enforcement experience with the Leesburg Police Department with three (3) years of current and continuous service and at least one of the following options

:2 480 hours of Salary Incentive courses to include Line Supervision or Police Instructor Techniques and a minimum of twelve (12) hours of college credits for course work or;

:3 An Associate Degree or higher from Nationally or Regionally Accredited School.

:4 Participated and completed successfully in the currently posted Promotional Assessment Process and is currently rated as one of the top three (3) candidates for promotion.

:5 In addition to the above, must have performance evaluations consistently meeting or exceeding Department standards.

35.6 Selection for Corporal or Sergeant promotions must meet the criteria above and in addition, the successful candidate will be selected from among the top three (3) candidates by the Chief of Police. Should the top candidates(s) be passed over, the Chief or their designee may be requested by the candidate, to meet in person and discuss reasons why the candidate(s) were not selected and recommendation(s) as to how to improve on the deficit(s).

35.7 Upon written announcement of the testing for the Corporal and/or Sergeant ranks, the City shall provide a list of relevant study materials from which the written portion of the examination process shall be taken, to each qualified applicant within at least thirty (30) days from the testing date.

Any industry standard publications, textbooks, periodicals and/or manuals utilized to prepare portions of the written examination may be obtained through available resources by the candidate, as they deem necessary and/or appropriate.

35.8 Scoring shall be consistent with the process identified in General Order No. 15-1. The parties agree that non-substantive changes may be made without negotiation; however, any substantive changes shall be subject to negotiations.

35.9 The eligibility list shall be effective for a twelve (12) month period after completion of the promotional process unless the qualified eligibility list contains three (3) or less candidates, in which case the Chief shall have the discretion to require a new round of testing.

35.10 Final approval of the successful candidate shall be made by the Chief of Police with concurrence of the City Manager.

35.11 Unit members promoted to the ranks of Corporal or Sergeant shall serve a probationary period of three (3) months. If during the probationary period, a documented unsatisfactory performance does not improve, the probationary member may be returned to the rank that he held prior to his promotion. The discretion to return a unit member to his former rank shall be the Chief's, subject to Article 23.

35.12 Unit members receiving a promotion to Senior Officer, Corporal, or Sergeant shall receive an increase of five percent (5%) to base pay or the minimum of the new pay range, whichever is greater.

ARTICLE 36

DURATION

SECTION 1 - Duration

This agreement shall take effect in accordance with Section 447.309(1), Florida Statutes, on October 1, 2023, and shall terminate and expire on September 30, 2026. It shall not renew automatically.

SECTION 2 – Re-Openers

The City and the Association agree that for the Fiscal Years 2024-2025 and 2025-2026, each party has the right to reopen up to one (1) article in addition to Article 34.

SECTION 3 – Memorandum of Understanding/Settlements

The parties recognize that during the term of this Agreement situations may arise which require that terms and conditions not specifically and clearly set forth in the Agreement must be clarified or amended. Under such circumstances, the Association is specifically authorized by bargaining unit members to enter into the settlement of grievance disputes or memorandum of understanding that clarifies or amends this Agreement, without having to be ratified by bargaining unit members.

IN WITNESS HEREOF, the parties have signed this **AGREEMENT** to be effective as of October 1, 2025.

Ratified this ____ day of _____, 2025

CITY OF LEESBURG, FLORIDA

By:

Mayor

ATTEST:

J. Andi Purvis, City Clerk

Ratified this 18th day of June, 2025

**FLORIDA POLICE BENEVOLENT
ASSOCIATION, INC.**

By:



George J. Corwine, Chief Negotiator
Florida Police Benevolent Association

ATTEST:



John Sommersdorf
Leesburg PD Representative

APPENDIX "A-1"

*

DUES CHECK-OFF AUTHORIZATION I. _____ <i>(Full Name – Print)</i> _____ <i>(Social Security Number)</i> an employee of the _____ <i>(Employee Agency)</i> authorize you, as my Employer, to deduct from my regular salary, membership dues as established by the Florida Police Benevolent Association, Inc. Please begin my deduction with the first pay period following the date this authorization form is received by the Employer, and continue said deduction until: 1) revoked by me at any time upon 30 days written notice to my Employer, or 2) termination of my employment. Deductions made pursuant to this authorization shall be transmitted to the FLORIDA POLICE BENEVOLENT ASSOCIATION, INC. My signature hereon is authorization to release my social security number when reporting dues deductions. _____ <i>Signature</i> _____ <i>Date</i>

After filling out these forms, please fold this information to the inside with the Postage Paid Business Reply Mail Panel on the outside. Tape the edges to protect your personal information and then drop in the mail box.

*Current membership dues deduction application/form used by PBA

APPENDIX "A-2"

**REVOCATION OF PAYROLL DEDUCTION AUTHORIZATION FOR ASSOCIATION
DUES OF FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.**

I hereby revoke my previous written authorization for the withholding and forwarding of Association dues and uniform assessments, if any, and I hereby instruct the City of Leesburg to stop deducting from my wages all such monies.

Received by Human Resources Department on:

Date

Employee Signature

By: _____

Date

Payroll Number

APPENDIX "A-3"

NOTIFICATION OF SECONDARY EMPLOYMENT

I, _____, in accordance to the City of Leesburg Policy No. 515, Conflict of Interest and Outside Employment, which was effective February 1, 2011, *An employee engaging in outside work or employment shall disclose the source of such employment, the scope and nature of the relationship between the employee and the source of earnings or income from such employment, as well as the anticipated quantity of hours worked and the time of day those hours will be worked in a written, sworn (notarized) statement to his Department Head (with a second copy to be provided to Human Resources). This statement shall be submitted and approved by the Department Head prior to commencement of work, when practical. This shall be updated by the employee whenever conditions of outside employment change (source of earnings or income, number of hours worked, new employment, etc.).*

Work part-time or flex position at: _____. This job is done on my off hours working _____ hours per week or month; during _____ time of day. The scope of my duties are:

Employee Signature

Date

Employee's Address

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ (date) by _____ (name of person acknowledging), who is personally known to me or who has produced _____ (type of identification) as identification and who did (did not) take an oath.

(Signature of Person Taking Acknowledgement)

(Name of Acknowledger Typed, Printed or Stamped)

(Title or Rank)

(Serial Number, if any)

(NOTARY'S SEAL)

Department Head Signature

Date

APPENDIX "A-4"

**PBA COLLECTIVE BARGAINING AGREEMENT
GRIEVANCE FORM**

Step 1 2 3 Class Action (circle appropriate step)

Employee's Name/PBA: _____ Class Title: _____

Employee #: _____ Department: _____

Business Telephone: _____ Division: _____

Unit: _____

NATURE OF GRIEVANCE

(involving interpretation or application of specific provisions of the Collective Bargaining Agreement)

DATE ACT OR CONDITION OCCURRED: _____ Day of _____, 20__.

ARTICLE and SECTION OF AGREEMENT: (which has allegedly been violated) _____

REMEDY: _____

IS PBA REPRESENTATION DESIRED ☐ Yes ☐ No

If so, name of representative: _____

Representatives Business Telephone: _____

FOR Class Action GRIEVANCES ONLY - I have been designated by the following named employees to act as spokesperson and be responsible for processing the above grievance in their behalf:

SIGNED: _____ Date Submitted: _____

SUBMITTED TO: Name _____ Class Title: _____

(If space is insufficient to write complete information, attach a separate sheet.)

Managements response:
(Attached reason for Denial)

____ Grievance accepted in whole.
____ Grievance accepted in part.
____ Grievance rejected.

Manager's Signature: _____

Date Delivered to Grievant: _____

Copy

Unit Member

PBA

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.3.

Meeting Date: July 14, 2025

From: Al Minner, (City Manager)

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

Staff Recommendation:

Staff recommends ratification of the Collective Bargaining Agreement per Article 6.

Analysis:

The City and the Professional Firefighters of Leesburg Local 2957, IAFF, AFL-CFO-CLC agreed to reopen Article 6 (Compensation), Article 25 (Retirement), and Article 33 (Promotions).

A tentative agreement has been reached with the Professional Firefighters of Leesburg Local 2957, IAFF, AFL-CFO-CLC. The union membership has ratified the tentative agreement. The next step in the CBA process is for the Commission to ratify the tentative agreement for these articles.

The changes approved in Article 25 will go before the Leesburg Municipal Firemen's Retirement Board for review and approval, to be followed by an ordinance that will come before the Commission for two readings prior to final approval.

Assuming approval by the City Commission, the updates agreed upon will take effect beginning on October 1, 2025.

Modifications to the existing contract have been underlined in the attached document. The most notable changes are as follows:

- Article 6 (Compensation) –
 1. All pay grades within the bargaining unit shall see an increase of twelve percent (12%) to the minimum and maximum of each.
 2. Pay increases for existing union members shall be twelve percent (12%).
 3. In addition, members will receive longevity pay calculated at half a percent (0.5%) per year (up to 20 years) of service within the Leesburg Fire bargaining unit as of October 1, 2025.

- Article 25 (Retirement) –
 1. The member contribution will increase from 6.5% to 7.5%.
 2. The firemen's retirement plan will allow their salary to include no more than 100 hours of overtime as compensable.
 3. Addition of a Deferred Retirement Option Plan (DROP) benefit.

- Article 33 (Promotion) –
 1. Change the promotional testing period for the positions of Firefighter Engineer and Fire Lieutenant should the promotional roster expire, from every other year, to 90 days from when the roster expires or has been exhausted. This allows the members the opportunity to prepare for and fill a vacant position sooner, rather than waiting two years.

In conjunction with these changes, we recommend increasing the minimum and maximum pay grades for the command staff (Fire Captain, Battalion Chiefs, Fire Division Chief/Support Services, Deputy Fire Chief) by up to twelve percent (12%) to align with the recent adjustments to the bargaining unit pay structure.

Procurement Analysis:

N/A

Options:

1. Adopt the Resolution Ratifying the Collective Bargaining Agreement with the Professional Firefighters of Leesburg Local 2957, IAFF, AFL-CFO-CLC as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The proposed agreement represents an overall increase of \$532,885 and has been included in the proposed FY 26 budget.

Account No. 001-2220-522-xxxx

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING THE RATIFICATION OF THE COLLECTIVE
BARGAINING AGREEMENT FOR RE-OPENER WITH THE PROFESSIONAL
FIREFIGHTERS OF LEESBURG LOCAL 2957, IAFF, AFL-CFO-CLC; AND
PROVIDING AN EFFECTIVE DATE.**

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

THAT an Agreement has been reached with the Professional Firefighters of Leesburg Local 2957, IAFF, AFL-CFO-CLC.

THAT the Union Membership has approved the Agreement, and

THAT this Agreement is hereby Ratified and Accepted by the City of Leesburg, and

THAT the Mayor and City Clerk are hereby authorized to execute an agreement on behalf of the City.

THAT this resolution shall become effective October 1, 2025.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 14th day of July 2025.

Mayor

ATTEST:

City Clerk



Article 6

(ratified on 7/22/2024)

Compensation

6.1. Effective October 1, 2023, the below ranges are adopted.

October 1, 2023 @ 2704 hours per year				
<u>Position</u>	<u>Hourly Min</u>	<u>Hourly Max</u>	<u>Annual Min</u>	<u>Annual Max</u>
Firefighter 520	\$16.34	\$23.69	\$44,183.36	\$64,057.76
Firefighter/Engineer 524	\$18.59	\$26.91	\$50,267.36	\$72,764.64
Fire Lieutenant 529	\$22.43	\$32.58	\$60,650.72	\$88,096.32

Effective October 1, 2024, the below ranges are adopted.

October 1, 2024 @ 2704 hours per year				
<u>Position</u>	<u>Hourly Min</u>	<u>Hourly Max</u>	<u>Annual Min</u>	<u>Annual Max</u>
Firefighter 520	\$17.00	\$24.64	\$45,968.00	\$66,626.56
Firefighter/Engineer 524	\$19.34	\$27.99	\$52,295.36	\$75,684.96
Fire Lieutenant 529	\$23.33	\$33.89	\$63,084.32	\$91,638.56

Effective April 1, 2025, or before, the below ranges are adopted.

April 1, 2025 (or before) @ 2496 hours per year				
<u>Position</u>	<u>Hourly Min</u>	<u>Hourly Max</u>	<u>Annual Min</u>	<u>Annual Max</u>
Firefighter 520	\$18.42	\$26.70	\$45,976.32	\$66,643.20
Firefighter/Engineer 524	\$20.96	\$30.33	\$52,316.16	\$75,703.68
Fire Lieutenant 529	\$25.28	\$36.72	\$63,098.88	\$91,653.12

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Effective October 1, 2025, the below ranges are adopted.

<u>October 1, 2025 @ 2496 hours per year</u>				
<u>Position</u>	<u>Hourly Min</u>	<u>Hourly Max</u>	<u>Annual Min</u>	<u>Annual Max</u>
<u>Firefighter 520</u>	<u>\$20.63</u>	<u>\$29.90</u>	<u>\$51,492.48</u>	<u>\$74,630.40</u>
<u>Firefighter/Engineer 524</u>	<u>\$23.48</u>	<u>\$33.97</u>	<u>\$58,606.08</u>	<u>\$84,789.12</u>
<u>Fire Lieutenant 529</u>	<u>\$28.31</u>	<u>\$41.13</u>	<u>\$70,661.76</u>	<u>\$102,660.48</u>

6.2. Effective on October 1, 2023, all employees in this bargaining unit shall receive a maximum of a five percent (5%) increase or be moved to the starting pay range for their job classification, whichever is greater.

Effective on October 1, 2024, all employees in this bargaining unit shall receive a maximum of a four percent (4%) increase or be moved to the starting pay range for their job classification, whichever is greater.

Effective on October 1, 2025, all employees in this bargaining unit shall receive a maximum of a twelve percent (12%) increase or be moved to the starting pay range for their job classification, whichever is greater. In addition, members will receive longevity pay calculated at half a percent (0.50%) per year (up to 20 years) of Leesburg Fire Service as a member of this bargaining unit, as of October 1, 2025.

The salaries and wages depicted in Section 6.1 of this Agreement provide for a five percent (5%) step increase in year one (1), and a wage opener in years two (2) and three (3); these pay increases per year shall not exceed the new salary ranges for all bargaining members, which becomes effective October 1, 2023, ~~and~~ updated on October 1, 2024, and updated again on October 1, 2025. Newly hired probationary employees shall not be eligible for the step increase until successful completion of the six (6) months evaluation period. Once the new employee has completed the probationary period he shall receive the step increase in accordance with this article. The parties agree there shall be no compensation adjustments of any kind unless agreed to by the parties in collective bargaining. Further, the parties agree

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that there is no entitlement or guarantee to wages/salary adjustments not specifically provided for in this agreement.

The parties agree to re-open this Agreement for the sole purposes of bargaining about compensation and one additional article to be determined by the collective bargaining union for fiscal year 2024-2025 (beginning October 1, 2024 and ending September 30, 2025) and for fiscal year 2025-2026 (beginning October 1, 2025 and ending September 30, 2026). Such negotiations must begin no later than June 1 for the preceding fiscal year and notice must be given under Article 35 of this agreement.

6.3. A current bargaining unit employee promoted into a higher position within the unit will receive at least a five percent (5%) increase from his then base compensation, even if the result places him over the minimum of the applicable range.

6.4. An employee hired into the bargaining unit from outside the City's workforce will be assigned a starting base compensation within the applicable range based on the City's assessment in its sole discretion of his experience and qualifications. Such starting base compensation may exceed the minimum for the range.

6.5. The City's classification and pay plan do not apply to bargaining unit employees; base compensation Paramedic, Field Training Officer (FTO), and Coordinator "Add Pay" of employees is governed exclusively by this Article 6.

6.6. Each bargaining unit employee will be evaluated at 90 days, six (6) months, and one (1) year from his hire date. The evaluation completed one year from the date of hire is the end of probation and the first annual evaluation. Annual evaluations will occur thereafter on the anniversary of the initial employment date. Documents used and prepared in the process of evaluation shall be of the City's choosing, and may be modified at the City's sole discretion. If over the term of this contract the City considers the entirety of the general fund non-union-represented workforce for merit, bonuses, step increases or COLA increases, the same consideration shall apply to bargaining unit employees.

T.A. *[Signature]*
6/26/25

T.A. *[Signature]*
6/26/25



6.7. Bargaining unit employees shall not exceed the maximum annual salary amount listed as 2023-2026 paygrades of this contract. Should the step increase outlined in Article 6.1 result in a unit member being placed above the maximum salary range, the unit member shall receive the difference of the step increase in the form of a bonus check paid in the first pay period of October.

6.8. State Certified or Regionally Certified Paramedics recognized by the Leesburg Fire Department and cleared by the Lake County Medical Director may be considered for additional compensation. To receive such pay, bargaining unit personnel assigned as paramedics must maintain their paramedic certifications and cleared to work under Lake County Medical Direction. The Paramedic compensation will be paid as an "Add Pay" in the amount of \$4.81 per hour for actual hours worked and scheduled shift time effective October 1, 2023, and will not be included in the base rate of pay for any position at the Fire Department. The Paramedic compensation pay for years two (2) and three (3) of the contract will be discussed during wage openers as outlined in Article 6.2.

Effective April 1, 2025, or before, Paramedic compensation will be \$5.22 per hour, based on 2496 hours per year.

6.9. EMS Coordinator and Field Training Officers are supplementary title responsibilities and pay assigned to another recognized bargaining unit position.

6.10. Field Training Officers' (FTO's) compensation shall be \$.74 per hour. To receive such pay, bargaining unit personnel assigned as FTO's must maintain all required certifications, as deemed by the Training Division. The FTO incentive will be paid as an "Add Pay" for actual hours worked and scheduled shift time, and will not be included in the base rate of pay for any position at the Fire Department.

Effective April 1, 2025, or before, FTO compensation shall be \$.81 per hour, based on 2496 hours per year.

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6.11. EMS and Fire Training Coordinators compensation shall be \$1.11 per hour. To receive such pay, bargaining unit personnel assigned as Coordinators must maintain all required certifications, as deemed by the Training Division. The Coordinator incentive will be paid as an “Add Pay” for actual hours worked and scheduled shift time, and will not be included in the base rate of pay for any position at the Fire Department.

Effective April 1, 2025, or before, EMS and FTO Coordinators compensation shall be \$1.21 per hour, based on 2496 hours per year.

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6/26/25



Article 25
Retirement

(ratified)

25.1. The City and the members shall continue to participate in and contribute to the municipal firemen's retirement plan for the City of Leesburg on each employee covered by this Agreement in accordance with the requirements of the Plan, all Plan Documents, State Law, and with the recommendation of the Pension Board of Trustees and the approval of the City Commission.

25.2 Effective October 1, 2025, member contributions will increase from 6.5% to 7.5%.

25.3 Effective October 1, 2025, the following language will be added to the plan:

"Salary shall not include more than 100 hours of overtime per calendar year and shall not include payments for accrued unused sick or annual leave."

25.3 Effective October 1, 2025, there will be a Deferred Retirement Option Plan (DROP) option added to the City of Leesburg's Municipal Firemen's Retirement Plan.

The following language will be added to the plan:

Deferred Retirement Option Plan (DROP)

(a) If you become eligible for normal retirement on or after October 1, 2025, and are still employed by the City as a Firefighter, you have the option of "retiring" from the pension plan but continuing your employment as a Firefighter for an additional five (5) years. An election to participate in the DROP constitutes an irrevocable election to resign from the service of the City not later than five (5) years from the commencement of DROP participation. You must request, in writing, to enter the DROP.

(b) Upon entering the DROP, your retirement benefit is immediately calculated and each monthly benefit payment is deposited into your DROP account. Your account earns an investment return equal to the net investment return realized by the system for that quarter. You could experience losses as well as gains.

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- (c) At the time of termination of employment at the end of the DROP period, you will receive your account balance in a lump sum or in another optional form and you will also begin receiving your monthly retirement benefit.
- (d) Once you enter the DROP, you are no longer eligible for disability or pre-retirement death benefits, nor do you accrue any additional credited service. Your retirement benefit is fixed as of your entry date. You pay no member contributions to the plan once you enter the DROP.
- (e) Participation in the DROP is not a guarantee of employment and DROP participants shall be subject to the same employment standards and policies that are applicable to employees who are not DROP participants.
- (f) Additional information about the DROP can be obtained from the Board.

T.A. [Signature]
6/26/25

T.A. [Signature]
6/26/25



Article 33

Promotions

33.1. This article applies to promotion to the ranks of Firefighter/Engineer and Lieutenant. It excludes administrative promotion to the rank of Fire Inspector, Training Officer, and Battalion Chief; these positions are appointed. In the event an Administrator seeks to move to an open position on shift (within the collective bargain unit positions), he shall NOT be permitted to return to an open position in the rank held before he was appointed to Administration.

33.2. A promotional test shall be administered once a promotional roster has been expired or has exhausted. The promotional test will be scheduled 90 days from when the promotional rosters has been expired or has been exhausted. If the 90 days falls on a holiday or weekend, the test will be administered the next following business day. If there is an Engineer vacancy and a Lieutenant vacancy, the Engineer promotional exam will be administered first. The Lieutenant exam will be administered 90 days from the start of the Engineer promotional exam. on the second Monday of October for Engineer during odd calendar years and on the second Monday of October for Lieutenant during even calendar years. The first scheduled Engineer exam will be on October 13th, 2025. If both an Engineer and a Lieutenant promotional exam is needed, the exams will be scheduled 90 days apart, alternating between the two promotional exams.

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33.3. Once established, promotional rosters shall remain in effect for twenty-four (24) months. plus two weeks, expiring on November 1st respectively. In the event a roster becomes exhausted before its expiration date, the Fire Chief shall have the prerogative to appoint a person to work out of class in a vacant position until the next roster is established.

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33.4. A promotional board shall be established to preside over promotional testing. The board shall be comprised of the Fire Chief or his designee, as chairperson, the Human Resources Director or designee, and an employee member of the bargaining unit. All applicants must meet eligibility requirements by the test date and time.

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6/26/25

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33.5. The Fire Chief or designee, shall have the responsibility for the composition of the written and practical tests, and other tests as appropriate and standard in the industry. The questions for the written exam shall be composed from questions provided by a certified testing agency or book publisher and shall be applicable to the City of Leesburg. The practical test shall be composed from industry standard textbooks and related materials.

33.6. A practical and oral committee shall be appointed by the promotional board. Each shall have at least three (3) members.

33.7. The test for Firefighter/Engineer shall be scored as follows (4-part exam):

- Written exam worth 100 points
- Practical street exam worth 100 points
- Driving course exam worth 100 points
- Pumping evolution exam worth 100 points

33.8. Each candidate must receive a minimum score of 70% on the four (4) exams collectively to be placed on the promotional roster.

33.9. Bonus points may be awarded to a maximum of 25 points as follows: (Effective 2023)

- One half (.5) point per year of service with the Leesburg Fire Department, to a maximum of 7.5 points.
- One half (.5) point per year as "WOC" qualified as acting Driver Engineer and working in the position with the Leesburg Fire Department, to a maximum of 5 points.
- Review of last five (5) performance evaluations, receiving one (1) point for every performance evaluation that receives an overall "Exceeds", "Exemplary", or "Exceptional"; maximum of five (5) points.
- One half (.5) point for child car seat installation technician.

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- One half (.5) point for current CPR Instructor (instructed a minimum of two (2) classes for the Leesburg Fire Department in the previous 18-month period).
- One (1) point for Fire Officer I Certification.
- One and a half (1.5) point for Fire Officer II Certification.
- One (1) point for State Certified Fire Inspector.
- One (1) point for State Certified Fire Instructor.
- One (1) point for State Certified Pump Operator.
- One and a half (1.5) points for Associates Degree (limited to one Associates Degree); or
- Two (2) points for Bachelor Degree (limited to one Bachelor Degree).

33.10. Minimum eligibility requirements for promotion to Firefighter/Engineer (Effective 2019²³)

- Successful IPAT within twenty-four months and successful Fit-for-Duty for the same time period.
- Two (2) consecutive years of service as a Leesburg firefighter since last date of hire.
- Current evaluation of at least "Meets Expectations" Or Satisfactory Job Performance Evaluation.
- 40-hour certificate in Aerial Apparatus Operations.
- 40-hour Apparatus Operator Certificate.
- 40-hour Fire Service Hydraulics Certificate.
- Valid Florida Driver's License with less than 7 points on the license.
- Completion of WOC/DE program.

33.11. The test for Lieutenant shall be scored as follows (4-part exam and record review):

- Written exam worth 100 points
- Fire based scenario test worth 100 points
- Oral interview worth 100 points
- Personnel supervisory skills evaluation worth 100 points

T.A. HZ
6/26/25

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6/26/25



33.12. Each candidate must receive a minimum score of 70% on the four (4) exams collectively to be placed on the promotional roster.

33.13. Bonus points may be awarded to a maximum of 25 points as follows: (Effective 2018~~23~~)

- One half (.5) point per year of service with the Leesburg Fire Department, to a maximum of 7.5 points.
- One half (.5) point per year as "WOC" qualified as acting Lieutenant and working in the position with the Leesburg Fire Department, to a maximum of five (5) points.
- Review of last five (5) performance evaluations, receiving one (1) point for every performance evaluation that receives an overall "Exceeds", "Exemplary", or "Exceptional"; maximum of five (5) points.
- One (1) point for Live Fire Instructor I
- One and a half (1.5) point for State Certified Fire Inspector.
- One (1) point for State Certified Fire Instructor; or
- One (1) point State Certified Fire Instructor II
- One half (.5) point NIMS ICS 400
- One and a half (1.5) points for Florida State Fire Officer II Certification.
- One and a half (1.5) points for Associates Degree (limited to one Associates Degree); or
- Two and a half (2.5) points for Bachelor Degree (limited to one Bachelor Degree).

33.14 Minimum eligibility requirements for promotion to Lieutenant (Effective 2018)

- Successful IPAT within twenty-four months and successful Fit-for-Duty for the same time period.
- Two (2) consecutive years in grade as Leesburg Firefighter/Engineer since last date of promotion.

T.A. [Signature]
6/26/25

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6/26/25



- Current evaluation of at least “Meets Expectations” Or Satisfactory Job Performance Evaluation.
- Florida State Fire Officer I
- NIMS ICS 100, 200, 300, 700, 800
- Incident Safety Officer Course Certificate
- Courage to be Safe Certificate

33.15. A current list of source materials to be used for promotional testing shall be posted at all times in each fire station. If the Fire Chief changes the materials to be used, the new materials shall be posted no less than 60 days prior to the next promotional test. Three copies of the current materials shall be kept at the public library reserved for combat personnel use.

33.16. The Fire Chief shall have the prerogative to choose from the top two candidates on the Engineer and Lieutenant promotional rosters.

T.A. / AL / 6/26/25

T.A. 258
6/26/25

COLLECTIVE BARGAINING AGREEMENT

CITY OF LEESBURG

AND

PROFESSIONAL FIREFIGHTERS OF LEESBURG

LOCAL 2957, IAFF,

AFL-CIO-CLC

October 1, 2023 through September 30, 2026





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Article 1

Recognition

1.1. The City recognizes the Union's status by virtue of the Florida Statutes, Section 447.307 and its certification by the Florida Public Employees Relation Commission in Case No OR 86 250 and certification No. 675 as established June 25, 1985 and as subsequently amended. In consequence, thereof, the City recognizes the Union as the exclusive collective bargaining representative of all sworn firefighters in the classification of Firefighter/Engineer, Fire Lieutenant, Firefighter; and excluding all sworn firefighters in the classifications of Fire Chief/EOC Commander, Deputy Fire Chief, Division Chief, Battalion Chief, and Captain. Fire Chief's Administrative Assistants, and all other employees of the City of Leesburg.

1.2. The City agrees that any employees hired into one of the above-referenced classifications will be covered in all aspects by the provisions of this collective bargaining agreement and shall enjoy all rights and privileges afforded by this agreement without restriction.



Article 2

Management Rights

2.1. “Pursuant to Section 447.209, Florida Statutes – It is the right of the City of Leesburg to determine unilaterally the purpose of the City of Leesburg Fire Department, set standards of services to be offered to the public, and exercise control and discretion over the department’s organization and operations. It is also the right of the City to direct its employees, take disciplinary action for proper cause, and relieve employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances should decisions on the above matters have the practical consequence of violating the terms and conditions of this collective bargaining agreement.”



Article 3

Union Rights

3.1. Stewards:

- a. The City recognizes the right of the Union to designate a steward for each shift. The Union will keep the City advised in writing of the name of such steward or stewards.
- b. The steward is authorized and empowered to represent the Union in dealing with the City in the administration of this Agreement.
- c. A Union steward shall be an employee in the bargaining unit who has satisfactorily completed his probationary period.
- d. The Union recognizes that a Union Steward is not entitled to any specific benefit or treatment because of his role as a steward.
- e. The activities of a Union steward shall be performed during non-working hours except as specifically provided herein. Non-working hours shall include lunchtime, break time and hours before 8:00 a.m. and after 5:00 p.m. Monday through Sunday.
- f. A Union steward may investigate, handle or adjust a formal grievance during working hours under the following conditions:
 1. Activity will be conducted with a minimum of interference with normal work.
 2. In no event will it be done beyond the conclusion of his normal shift, and will only be on a regular rate of pay status.
 3. Must obtain permission from the Fire Chief before conducting an investigation during working hours.
 4. Shall not leave the station(s) to conduct any part of the investigation.
- g. A Union steward shall not spend an unreasonable amount of time investigating a grievance or performing other duties for the Union. The Fire Chief shall have the right to request of the Union that it stop any excessive activity of the Union steward and/or replace the employee with another employee as steward.



3.2. Off Shift Visitation:

Where, in the opinion of the City, it is reasonable and necessary for a local Union Officer, other than an employee on shift to enter upon the City's property or buildings to investigate a previously filed grievance, such agent shall first secure permission from the Fire Chief, or his designee in his absence, and may then set/select a mutually satisfactory date and time for the visit.

3.3. General:

- a. Each employee covered by this Agreement shall have the right to have a Union representative of his choosing present at any time the employee is subjected to questioning which the employee reasonably believes could lead to discipline and/or in any meeting where any disciplinary action is to be taken.



Article 4

Employee Rights

4.1. An employee shall have the right to join or refuse to join in Union activity without interference or intimidation by either the City or the Union. See Appendix “B.”

4.2. There shall be no discrimination, interference, restraint or coercion by the City against any employee for his activity on behalf of, or membership in the Union, or by the Union because of any employee’s lack of such activity or membership.

4.3. The Union agrees that no employee will solicit Union membership during working hours. Working hours shall exclude the non-working hours listed in Article 3.1 e.



Article 5

Strikes

5.1. The City shall have the right to discipline up to and including discharge any employee who instigates, participates in or gives leadership to any strike, sit-down, stay-in or slowdown of Leesburg public safety employees while employed by the City, and will not be involved with any curtailment of work or restriction of service or interference with the operations of the City during the terms of this agreement.



Article 6
Compensation
(ratified on 7/14/2025)

6.1. Effective October 1, 2023, the below ranges are adopted.

October 1, 2023 @ 2704 hours per year				
<u>Position</u>	<u>Hourly Min</u>	<u>Hourly Max</u>	<u>Annual Min</u>	<u>Annual Max</u>
Firefighter 520	\$16.34	\$23.69	\$44,183.36	\$64,057.76
Firefighter/Engineer 524	\$18.59	\$26.91	\$50,267.36	\$72,764.64
Fire Lieutenant 529	\$22.43	\$32.58	\$60,650.72	\$88,096.32

Effective October 1, 2024, the below ranges are adopted.

October 1, 2024 @ 2704 hours per year				
<u>Position</u>	<u>Hourly Min</u>	<u>Hourly Max</u>	<u>Annual Min</u>	<u>Annual Max</u>
Firefighter 520	\$17.00	\$24.64	\$45,968.00	\$66,626.56
Firefighter/Engineer 524	\$19.34	\$27.99	\$52,295.36	\$75,684.96
Fire Lieutenant 529	\$23.33	\$33.89	\$63,084.32	\$91,638.56

Effective April 1, 2025, or before, the below ranges are adopted.

April 1, 2025 (or before) @ 2496 hours per year				
<u>Position</u>	<u>Hourly Min</u>	<u>Hourly Max</u>	<u>Annual Min</u>	<u>Annual Max</u>
Firefighter 520	\$18.42	\$26.70	\$45,976.32	\$66,643.20
Firefighter/Engineer 524	\$20.96	\$30.33	\$52,316.16	\$75,703.68
Fire Lieutenant 529	\$25.28	\$36.72	\$63,098.88	\$91,653.12



Effective October 1, 2025, the below ranges are adopted.

October 1, 2025 @ 2496 hours per year				
<u>Position</u>	<u>Hourly Min</u>	<u>Hourly Max</u>	<u>Annual Min</u>	<u>Annual Max</u>
Firefighter 520	\$20.63	\$29.90	\$51,492.48	\$74,630.40
Firefighter/Engineer 524	\$23.48	\$33.97	\$58,606.08	\$84,789.12
Fire Lieutenant 529	\$28.31	\$41.13	\$70,661.76	\$102,660.48

6.2. Effective on October 1, 2023, all employees in this bargaining unit shall receive a maximum of a five percent (5%) increase or be moved to the starting pay range for their job classification, whichever is greater.

Effective on October 1, 2024, all employees in this bargaining unit shall receive a maximum of a four percent (4%) increase or be moved to the starting pay range for their job classification, whichever is greater.

Effective on October 1, 2025, all employees in this bargaining unit shall receive a maximum of a twelve percent (12%) increase or be moved to the starting pay range for their job classification, whichever is greater. In addition, members will receive longevity pay calculated at half a percent (0.50%) per year (up to 20 years) of Leesburg Fire Service as a member of this bargaining unit, as of October 1, 2025.

The salaries and wages depicted in Section 6.1 of this Agreement provide for a five percent (5%) step increase in year one (1), and a wage opener in years two (2) and three (3); these pay increases per year shall not exceed the new salary ranges for all bargaining members, which becomes effective October 1, 2023, updated on October 1, 2024, and updated again on October 1, 2025. Newly hired probationary employees shall not be eligible for the step increase until successful completion of the six (6) months evaluation period. Once the new employee has completed the probationary period, he shall receive the step increase in accordance with this article. The parties agree there shall be no compensation adjustments of any kind unless agreed to by the parties in collective bargaining. Further, the parties agree



that there is no entitlement or guarantee to wages/salary adjustments not specifically provided for in this agreement.

The parties agree to re-open this Agreement for the sole purposes of bargaining about compensation and one additional article to be determined by the collective bargaining union for fiscal year 2024-2025 (beginning October 1, 2024 and ending September 30, 2025) and for fiscal year 2025-2026 (beginning October 1, 2025 and ending September 30, 2026). Such negotiations must begin no later than June 1 for the preceding fiscal year and notice must be given under Article 35 of this agreement.

6.3. A current bargaining unit employee promoted into a higher position within the unit will receive at least a five percent (5%) increase from his then base compensation, even if the result places him over the minimum of the applicable range.

6.4. An employee hired into the bargaining unit from outside the City's workforce will be assigned a starting base compensation within the applicable range based on the City's assessment in its sole discretion of his experience and qualifications. Such starting base compensation may exceed the minimum for the range.

6.5. The City's classification and pay plan do not apply to bargaining unit employees; base compensation Paramedic, Field Training Officer (FTO), and Coordinator "Add Pay" of employees is governed exclusively by this Article 6.

6.6. Each bargaining unit employee will be evaluated at 90 days, six (6) months, and one (1) year from his hire date. The evaluation completed one year from the date of hire is the end of probation and the first annual evaluation. Annual evaluations will occur thereafter on the anniversary of the initial employment date. Documents used and prepared in the process of evaluation shall be of the City's choosing, and may be modified at the City's sole discretion. If over the term of this contract the City considers the entirety of the general fund non-union-represented workforce for merit, bonuses, step increases or COLA increases, the same consideration shall apply to bargaining unit employees.



6.7. Bargaining unit employees shall not exceed the maximum annual salary amount listed as 2023-2026 paygrades of this contract. Should the step increase outlined in Article 6.1 result in a unit member being placed above the maximum salary range, the unit member shall receive the difference of the step increase in the form of a bonus check paid in the first pay period of October.

6.8. State Certified or Regionally Certified Paramedics recognized by the Leesburg Fire Department and cleared by the Lake County Medical Director may be considered for additional compensation. To receive such pay, bargaining unit personnel assigned as paramedics must maintain their paramedic certifications and cleared to work under Lake County Medical Direction. The Paramedic compensation will be paid as an “Add Pay” in the amount of \$4.81 per hour for actual hours worked and scheduled shift time effective October 1, 2023, and will not be included in the base rate of pay for any position at the Fire Department. The Paramedic compensation pay for years two (2) and three (3) of the contract will be discussed during wage openers as outlined in Article 6.2.

Effective April 1, 2025, or before, Paramedic compensation will be \$5.22 per hour, based on 2496 hours per year.

6.9. EMS Coordinator and Field Training Officers are supplementary title responsibilities and pay assigned to another recognized bargaining unit position.

6.10. Field Training Officers’ (FTO’s) compensation shall be \$.74 per hour. To receive such pay, bargaining unit personnel assigned as FTO’s must maintain all required certifications, as deemed by the Training Division. The FTO incentive will be paid as an “Add Pay” for actual hours worked and scheduled shift time, and will not be included in the base rate of pay for any position at the Fire Department.

Effective April 1, 2025, or before, FTO compensation shall be \$.81 per hour, based on 2496 hours per year.



6.11. EMS and Fire Training Coordinators compensation shall be \$1.11 per hour. To receive such pay, bargaining unit personnel assigned as Coordinators must maintain all required certifications, as deemed by the Training Division. The Coordinator incentive will be paid as an “Add Pay” for actual hours worked and scheduled shift time, and will not be included in the base rate of pay for any position at the Fire Department.

Effective April 1, 2025, or before, EMS and FTO Coordinators compensation shall be \$1.21 per hour, based on 2496 hours per year.



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Article 7

(ratified on 7/22/2024)

Hours of Work/Overtime

7.1. The variable work schedule for members of the bargaining unit shall consist of twenty-four (24) hours on duty and forty-eight (48) hours off duty.

7.2. Pursuant to Section 7(k) of the Fair Labor Standards Act (“FLSA”), the parties acknowledge that the Bargaining Unit has made an election of a twenty-one (21) day work cycle for FLSA overtime purposes and that overtime must be paid at the rate of time and one-half (1 ½) the regular rate of pay to employees of the department for work actually performed in excess of one hundred fifty-nine (159) hours in a twenty-one (21) day work cycle. Such work may be compensated at either the regular rate or time and one-half (1 ½) rate depending upon whether the employee actually works all scheduled hours in the applicable work cycle.

Effective January 1, 2018 firefighter unit employees will be on a twenty-one (21) day work cycle for determining overtime pursuant to FLSA and the granting of a twelve-hour Kelly Day (furlough); the newly selected Kelly Day schedule will be implemented the first full twenty-one (21) day work cycle. The Kelly Day is based on scheduled hours and will be granted during the twenty-one (21) day work cycle. Only hours actually worked, not hours paid, will count towards determining any overtime owed during the twenty-one (21) day work cycle pursuant to FLSA the threshold of 159 hours.

Effective April 1, 2025, or before, firefighter unit employees will be granted a twenty-four (24) hour Kelly Day (furlough) every seventh (7th) shift; one twenty-four (24) hour Kelly Day every twenty-one (21) day work cycle.

7.3. The “24” on “48” off three-platoon variable work schedule results in a scheduled 2704 hours per year for combat personnel.

Effective April 1, 2025, or before, the scheduled hours for combat personnel will be 2496 hours per year.



7.4 The City agrees to pay each member of the bargaining unit actual hours worked at his current hourly rate in each of the twenty-six (26) pay periods. This results in payment for 2704 hours per year. The payment for 2704 hour per year does not includes payment for FLSA overtime hours in the work cycle.

Effective April 1, 2025, or before, the hours per year will be adjusted to 2496 hours per year. The payment for 2496 hours per year does not include payment for FLSA overtime hours in the work cycle.

7.5. An employee shall be required to work overtime when ordered.

7.6. Overtime compensation will be paid in accordance with Federal Labor Standards Act (FLSA) 7k for actual hours worked beyond 159 hours within the twenty-one (21) day work cycle. For the purposes of the computations of overtime compensation, the following shall not be deemed hours worked, namely unscheduled PTO leave, Time Trade “Worked” (“Swap On”), Kelly Days, “Perpetual Swaps,” holiday time, LTB leave, funeral leave, Jury duty, off-duty doctors’ appointments, off-duty annual physicals, time spent in school or in class on the employee’s own initiative and any other time paid but not worked.

7.7. In the event that a variable workweek 24-hour shift personnel is temporarily reassigned for a special project or light-duty, approved by the Fire Chief, to a 40-hour workweek; the employee’s calculated hour rate shall be converted to his/her equivalent rate based on 2080 per year. The conversion is effective with the date of the first bi-weekly pay period the employee begins work project. Additional compensation shall be in accordance with Article 11.

7.8. Personnel temporarily assigned to the special projects shall receive compensation in accordance with FLSA.

7.9. Personnel temporarily assigned shall not be eligible for shift work during the temporary assignment.

7.10 Bargaining unit members shall have the option to receive payment for overtime worked or compensatory time in accordance with FLSA for actual hours worked. If bargaining unit member chooses compensatory time instead of payment, they shall receive



it at the rate of one and one-half (1-1/2) hours. Bargaining unit members shall indicate their preference to the on-duty Battalion prior to the completion of the assigned shift.

7.11 The maximum accrual compensatory time balance shall be one hundred twenty (120) hours. Any hours worked above the compensatory time accrual cap shall be paid in accordance with FLSA.

7.12 Bargaining unit members may choose to sell back compensatory time throughout the fiscal year. Any remaining comp-time balance in September shall be paid out the last paycheck of the fiscal year.

7.13 Bargaining unit members who have an approved “exemption” found in SOG 200.016 (as recognized on the date of the ratification of this Agreement) and who are ordered in to work mandatory overtime despite the exemption shall be paid double their regular hourly rate of pay for each hour so worked, regardless of the number of other hours worked in that FLSA pay cycle.

7.14 Bargaining unit members will be afforded the opportunity to work back on their assigned Kelly Day if the daily minimum staffing for their shift would require an overtime person. This will be counted as actual hours worked.

7.15 Bargaining unit members will be allowed to do Kelly Day swaps within the same twenty-one (21) day work cycle, as long as it does not create any overtime, and with the approval of the Battalion Chief.



Article 8

Work Shift

8.1. Shift starting times and shift rescheduling are exclusively the prerogative of the City. However, an employee shall be given reasonable advance notice of any change in his regularly scheduled hours except in the event of an emergency.

8.2. The starting time for bargaining unit employees shall normally be 8:00 a.m. However, in the event the City decides to change the start time and/or the shift schedule, they shall be changed accordingly and the Union shall be so notified in writing.

8.3. The hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, shall be reserved for training, equipment maintenance, scheduled work assignments, and station cleaning. The hours of 8:00 a.m. to 12:00 noon on Saturday and Sunday shall be reserved for equipment maintenance, scheduled work assignments, and station cleaning. During these hours, and all other hours on duty, bargaining unit employee members shall maintain a state of readiness for emergency call response and special assignments.



Article 9

Paid Time Off

9.1. The City furnishes paid time off (PTO) to all full-time bargaining unit employees. PTO is to be used for vacation, medical absence leaves, and other paid leave for the purposes set forth below. See Appendix “A.”

Eligibility/Administration

9.2. City of Leesburg Personnel Policy 365.

9.3. In any situation in which a medical absence will exceed two shifts due to illness of the employee or other person, the City may require written certification from a treating physician so that a determination may be made as to the eligibility for PTO or LTB.

9.4. In addition to an employee’s own earned PTO time, all bargaining unit employees who have completed six months of employment are eligible for participation in the PTO Donation and Exchange Program as outlined in 9.21.

9.5. Newly hired employees accrue PTO time entitlement, but are not permitted to take PTO leave during their first six months of service.

9.6. PTO time is not earned during an unpaid leave of absence, but is earned during PTO leave or other paid absences.

9.7. PTO time entitlement will not accrue once an employee has reached the maximum accrual permitted as outlined in Article 9.19.

9.8. During PTO/LTB for illness an employee must maintain daily contact with his immediate supervisor (or make suitable arrangements); in order for the supervisor to know the employee’s estimated date of return to work, except when on FMLA. PTO/LTB for illness is contingent upon maintenance of regular contact. If the PTO/LTB for illness qualifies as leave under FMLA, the employee must comply with all aspects of the City’s FMLA policy, including, but not limited to, maintaining regular contact with Human Resources who will keep the Fire Chief informed of the employee’s date of return.



9.9. Depending on the length and circumstances of an employee's illness or disability, the City may require a physician's written release before the employee may return to work.

9.10. A supervisor, with the concurrence of the Battalion Chief or Fire Chief, may send an employee home due to illness without recourse in order to maintain a healthy workplace. The time off will be charged to the employee's accrued PTO/LTB. If the employee does not have a sufficient balance in his PTO or other leave bank, this time shall be charged as leave without pay.

9.11. All accruals formerly known as sick leave banks or long-term banks will remain frozen on the date this article becomes effective and must be used in the event of need for medical absence leave as defined in this article until exhausted before any other available benefit accruals is are used for that purpose.

9.12. PTO leave shall be scheduled and taken as approved by the employee's shift supervisor. The request shall be required in writing, a minimum of forty-eight (48) hours in advance, and may be denied if not timely made, if granting PTO would leave the City understaffed or if scheduled work cannot be performed in the absence of the employee.

9.13. Annual PTO date selection shall be based upon rank and years of service (in that order). Preference in selection of other leave dates will be granted by the shift supervisor on a first request basis.

9.14. If a City-paid holiday falls during an employee's PTO, the holiday will not be counted as PTO taken.

9.15. PTO pay shall be based on the employee's base hourly rate of pay applicable at the time the PTO is taken, exclusive of any other factors.

9.16 An employee may take accrued PTO or comp time in increments of at least four (4) hours and less than twenty-four (24) hours away from the Fire station. The leave shall be contiguous to shift change until 1700. Example: Firefighter "A" requests PTO time off that starts at 10:00 a.m. and concludes at 2:00 p.m. Firefighter "A" will need to request a minimum of 6 PTO hours to cover all hours starting from shift change, at the discretion of, and when approved by the shift commander. The Fire Chief or his designee has final



authority to approve or disapprove PTO leave and may exercise that authority when appropriate. Under no circumstances will the leave be granted when it would require that overtime be paid to another person because of the employee's absence.

9.17 The Personal Leave Day:

- A. The Personal Leave Day shall continue to be recognized as a full shift away from work, on the following conditions:
 - 1. The employee's request for a personal leave day off shall be made to the Battalion Chief, at least forty-eight hours in advance of the beginning of the day off. The Fire Chief or his designee has the final authority to approve or disapprove the personal day off. The leave request shall be contiguous to shift change.
 - 2. The request shall not be granted for, among other reasons, when to do so would create an overtime expense to the City.
- B. Bargaining unit employees shall receive one (1) 24-hour Personal Leave day off per calendar year, January 1. Newly hired probationary employees shall not receive the Personal Leave Day until successful completion of the probationary period. Once the new employee has completed the probationary period he shall receive the Personal Leave Day in accordance with this article.

No more than three (3) personal leave days may be deferred and accrued during the term of this Agreement. Any personal leave days in excess of three (3) as of December 31 of any year are abandoned.
- C. In lieu of actually taking time off from work, an employee may take payment for any accrued personal leave day.



PTO Sell Back

Accrual

9.18. PTO entitlement shall accrue for each full-time employee from the employee's date of hire at the following rates outlined in Appendix "A".

Maximum Accrual Permitted

9.19. Unused PTO may be accrued to a maximum of 904 hours.

9.20. Those employees who desire to sell PTO leave hours back to the City rather than use them are allowed to do so under the following guidelines:

- a. The employee must complete a written request in a form acceptable to Human Resources.
- b. A maximum of two hundred twenty-four (224) hours may be sold back to the City in any one fiscal year.
- c. A minimum of eight (8) hours must be sold on each occasion.
- d. An employee may only sell to the City the same number of hours (or less) of PTO time that the employee has used as paid time off away from work during the twelve (12) month period preceding the request for PTO sell back.
- e. Employees may exercise this option a maximum of two (2) times a fiscal year.
- f. Payment may be made in a supplemental check or in a contribution to the employee's Deferred Comp account, subject to any applicable plan limitations.
- g. PTO Sell Back pay shall be based on the employee's base hourly rate of pay applicable at the time the PTO Sell Back is requested, pursuant to Article 6.1.



PTO Donation and Exchange Policy

9.21. The City has established a plan whereby employees are able to donate some of their PTO/LTB leave to another employee who has none.

All regular full-time and part-time employees are eligible to participate after successfully completing six months of employment. The purpose of the PTO leave exchange policy is to provide time off with pay for employees during periods of personal prolonged illness, accident or injury not otherwise compensated by the City. The following are the guidelines for the use of this policy:

- a. Donated PTO hours are to be used per City's Policy 365 referenced (Paid Time off) and Policy 20 Family and Medical Leave Policy. Employees using such donated PTO hours are deemed to be on an extended leave of absence which must be approved, in advance, by the City Manager. Consistent with applicable law, if such employee is out on FMLA or other leave, there is no guarantee that the employee's position will be held open or remain open indefinitely.
- b. Donations shall come from the Long-Term Bank (formerly Sick Leave) until all available time has been exhausted. Additional donations shall then be drawn from the accumulated PTO accumulation.
- c. Any employee shall be eligible to request the assistance of donated PTO leave when:
 1. All accumulated leave and comp time has been exhausted; and
 2. The employee has been absent for at least 14 consecutive calendar days in either paid or unpaid leave status.
- d. Each request for assistance from the PTO donation exchange program must be VERIFIABLE. (Example: Notification to the Human Resources Department by the Department Head and the ability to receive confirmation from the doctor treating the illness or injury).
- e. PTO shall be per City Policy 365.



- f. Upon approval, by virtue of the conditions being met, the Human Resources Department will notify all departments of an employee's need for PTO donations/leave.
- g. Any employee wishing to donate PTO leave hours will need to complete the necessary allowing a transfer of PTO leave hours from their account to the needy party's account. This form is available on the intranet.
- h. All donations must be in whole amounts. (Example: 4, 7, or 9 hours; fractional donations are not acceptable.)
- i. The hours donated will not be taken from the donor's account until they are actually used.

Leave in "Good Standing"

9.22. To leave in "good standing" an employee is expected to provide the City with a minimum of two weeks' written notice, return all City equipment and keys in good condition (ordinary wear and tear excepted), and provide the City with a forwarding address. Human Resources will invite the employee to participate in an Exit Interview. An employee who is discharged for any reason related to discipline, conduct, or work performance does not leave in good standing.

Benefits on Termination

9.23. The following benefits are provided upon termination. However, an employee who does not leave in "good standing" as outlined in Article 9.22 or is discharged for any reason related to discipline, conduct, or work performance, is not entitled to the benefits outlined below.

- a. Any employee who leaves in good standing shall be entitled to payment of up to 504 hours of accumulated PTO/LTB and Personal Leave Days.
- b. Any employee who leaves employment due to retirement or death shall be entitled to payment of up to 704 hours of accumulated PTO/LTB. For the purposes of this section, "retirement" shall mean anyone who leaves employment who qualifies for retirement benefits under the City's retirement plan.



Article 10

Holidays

10.1. The City observes the following holidays for employees:

New Year's Day	Martin Luther King's Birthday
Memorial Day	Independence Day
Labor Day	Veteran's Day
Thanksgiving Day	Day After Thanksgiving Holiday
Christmas Eve	Christmas Day

In the event the City declares a day to be a City-wide holiday, such day shall be treated for the purposes of this Article as a holiday.

10.2. Pay for the Holiday shall be for twelve (12) hours at the eligible shift employee's straight time hourly rate.

10.3. If any employee is required to work any hours on a holiday, he shall receive pay at his regular straight time hourly rate for all time worked.

10.4. If an employee otherwise eligible is scheduled for work on any such holiday but fails to report or perform his scheduled or assigned work, he shall forfeit holiday pay for the unworked holiday unless he has failed to perform such work because of illness or death in the immediate family or because of similar good cause as evidence by written certification of a physician or other proof if requested by the City.

10.5. Since the necessity exists within the Fire Department for some employees to work on holidays, the Fire Chief may require an employee to work on a holiday.



- 10.6. An employee eligible for holiday pay is a full-time employee who:
- a. Performs work in the pay period in which the holiday is observed; and / or holiday falls;
 - b. Is on PTO approved leave the day on which the holiday occurs, and / or;
 - c. Works as scheduled or assigned both on his last scheduled work day prior to, the day of, or his first scheduled work day following the day on which the holiday falls; unless he has good cause as evidenced by written certification of a physician or other proof if requested by the City.
- 10.7. Holiday pay shall not be considered as hours worked for the purposes of calculating overtime.



Article 11

Working Out of Class

11.1. A bargaining unit employee who is temporarily assigned to a position higher than his normal job classification shall be paid \$1.35 per hour above his base rate for the hours worked in such higher classification.

11.2. No employee in his first one (1) year of probation shall work out of classification as a firefighter/engineer; nor shall newly promoted employees be eligible for this compensation prior to successfully completing the six (6) month probationary period. To be eligible to work out of classification a probationary firefighter must pass the first one (1) year of probation and shall have completed his probationary training package found in Department SOPs.



Article 12

Compensation While Injured

12.1. Bargaining unit employees who, because of an injury or illness covered by the Florida Workers' Compensation Law are required to be away from work will receive full salary during the time they are required to be away from work because of such injury. During such time they will also accrue Paid Time Off (PTO). During such time light duty is mandatory if assigned. All wage loss benefits received during such time shall be endorsed and delivered to the City.

12.2. Temporary light-duty assignments, further defined as modified or alternate duty assignments, will only be offered, at the sole discretion of the City of Leesburg, to employees that have been injured on-the-job, except whereas otherwise covered by law. Light duty assignments are intended to be temporary and are not considered to create a permanent position or placement into a permanent position. In order to be considered for a light-duty assignment as the result of an on-the-job injury or illness, the employee must provide a DWC-25 form or other acceptable documentation from an authorized treating physician. This documentation must be provided to the City within 24 hours of being issued by the authorized treating physician. Employees that are offered but refuse a light-duty assignment may lose their wage loss benefits in accordance with F.S.S. 440. All light-duty assignments must be approved in advance by the Human Resources Department.

12.3. Employees assigned light-duty restrictions by their medical provider due to a non-work-related injury or illness may be offered light duty assignments, at the sole discretion of the Fire Chief and consistent with applicable law. Employees that have been given long term or permanent restrictions or restrictions due to a non-work-related injury or illness will be treated in compliance with the Rehabilitation Act of 1973, Section 504, Title 1 of the Americans with Disabilities Act as Amended (ADA and ADAA), the Family and Medical Leave Act (FMLA), and Chapter 440, Florida Statutes, and other applicable laws and regulations.



Article 13

Job Related Physician's Visit

13.1. An employee injured during his shift will be paid for the hours lost while receiving medical care for the shift he was injured, if the attending physician recommends that the employee not complete the balance of the shift. His pay for time not worked shall not be considered hours worked for the purposes of calculating overtime.



Article 14

Physical Examinations

14.1. Bargaining unit employees shall receive, at no cost, an annual job-related medical examination by a physician selected by the City under guidelines established by the City. Specific results of the medical examination shall be treated as confidential records and may only be released to the employee and the City for lawful purposes relating to employment. The physician selected by the City shall provide to the City and the employee a report providing any applicable limitation or restrictions. Consistent with applicable law, the City is not required to maintain or hire any employee who is determined to lack fitness for duty. It is the responsibility of the employee to ensure that he receives an annual fit for duty from the physician at or within 60 days after his birthday. Bargaining unit employees ~~not~~ receiving a not fit for duty from the physician will be deemed not fit for duty and not allowed to return to active shift duty until such form has been attained. The City will not be responsible for compensation during this period that the employee has not been cleared by the physician for his annual physical.

14.2. An employee shall achieve and maintain a state of personal physical condition that allows him to perform all aspects of the job description promulgated by the City for his job or rank. The current job description may be changed due to the requirements of the Federal Americans with Disabilities of Act 1990.

14.3. Regardless of whether an employee passes the pre-employment or annual physical, if at any time the City has reason to believe an employee is not able to perform all essential functions of his job because of a reason related to his physical or mental condition, the City may require an employee to be examined by a physician.

14.4. In the event the City receives a written recommendation from a physician paid for by the City for a physical fitness program for an employee, the employee shall perform such physical exercise program as directed by the Fire Chief or his designee.



14.5. In the event an employee disagrees with the recommendation of the physician employed by the City, the employee reserves the right to select his own physician for examination at the employee's expense. If the two physicians disagree, the City and the employee shall agree on a third physician within thirty (30) calendar days, and the third physician's decision on the question of the scope of a physical fitness exercise program shall be binding on the City, the employee, and the Union. His expense shall be equally divided between the City and the Union.

14.6. No employee shall be ordered to participate in a City provided physical fitness program without first having a physician conducted physical examination, including a stress EKG, a pulmonary function test, an audio and vision test, a blood chemical profile (SMAC test) paid for by the City.

14.7. If the City-selected physician determines that an employee is permanently unable to execute the regular duties of a firefighter, but the City considers the employee be qualified by reason of his training, education, or experience to perform in some other position or job with the City, the City may offer the employee the opportunity to seek such a full time position within five (5) month of the date of the medical decision determining the employee's unfitness for duty as a firefighter. The City may elect not to rehire the employee. An employee who the City-selected physician determines is medically unfit for duty as a firefighter and for whom another position cannot be found may be terminated.

14.8. Firefighter Wellness Initiative Program

All Administrative and Union personnel who participate in fire pension plan agree to create and participate in a proactive mandatory wellness/physical fitness program within the first twelve (12) months of this agreement. The parties agree that the program seeks to improve the quality of life of all personnel. The Union agrees that it must work to ensure that each member has the opportunity to attain and maintain a healthy body and mind so each member can perform their work duties. This program is based not only on physical fitness and wellness, but is a supplement to competency within firefighting drill standards and the ability for firefighters to carry out their duties.



The wellness/fitness program shall be a positive program and not punitive in any way, no employee will be disciplined for failure to meet each and every goal that may be established as long as the employee makes a good faith effort to meet any such goals, and any failure to physically perform does not demonstrate a substantial risk exists that the employee cannot perform the essential duties of his job at an acceptable level.

Both parties agree to use the IAFF/IAFC Fire Service Joint Labor Management Wellness Fitness Initiative, Current Edition in its entirety, and reserve the right to review and adopt, subject to mutual agreement, new versions as published in part or in total. The program will be administered by the physical fitness committee. Employees who are not able to meet the standards within the Wellness-Fitness Initiative will be counseled and will seek the assistance from a physical fitness committee peer fitness trainer who will provide specific guidelines for rehabilitation and remedial support for meeting the standards.

All unit employees shall participate in a mandatory, annual, non-punitive fitness assessment, as a part of this data gathering process, to assess their individual fitness capacity.

14.9. Upon adoption, to be eligible for promotion, employees in special risk positions at a minimum must have successfully passed the Incumbent Physical Agility Test (IPAT) or have passed the IPAT within the previous twenty-four (24) months and have received a Fit-For-Duty sheet from the City's appointed physician within the same time period.

14.10. All employees hired as of October 1, 2017 under this Collective Bargaining Agreement shall comply with Florida State Statute 633.046(6) regarding tobacco products and during their term of employment shall remain tobacco free as a contingency of employment. City of Leesburg Firefighters shall sign the affidavit and affirm compliance with the F.S.S. 633.046(6). See Appendix "E".



Article 15

Substance Abuse Policy

15.1. The Union accepts the current City of Leesburg Drug Free Workplace Policy contained in the City of Leesburg Personnel Policy Manual as in effect on the date of ratification of this Agreement.



Article 16

Assignment During Disability

16.1. In the event an employee is injured, whether on-the-job work related, covered or not covered by Workers' Compensation or otherwise, he shall be returned to the City's active, paid, full-time duty status without work restrictions only upon delivery and acceptance by the City of a doctor's release clearly stating that the employee is capable of performing all essential functions of the job duties in which he was classified prior to his medical leave of absence. The City shall have the prerogative of determining the sufficiency of the release.

16.2. If any doubt exists concerning the employee's current ability to return, the City may require that the employee be examined by a doctor of its selection to determine the medical status of the employee. The employee shall cooperate with the City in its efforts to obtain a second opinion. This second opinion shall be at the expense of the City.

16.3. Bargaining unit employees who, while restricted from performing their assigned duties by an injury covered by Workers' Compensation, and who are working on light duty status, shall receive compensation for actual hours worked, without interruption. LTB and vacation PTO leave accrual shall remain unchanged. Any light duty available, offered and able to be performed by the injured employee shall be completed as required by the Fire Chief. Any and all workers' compensation benefits received by the injured employee must be signed over to the City of Leesburg upon receipt.

16.4. Temporary light-duty assignments, further defined as modified or alternate duty assignments, will only be offered, at the sole discretion of the City of Leesburg, to employees that have been injured on-the-job and/or who are pregnant and have requested (in consult with their treating physician) to be accommodated in a temporary light-duty assignment, except whereas otherwise covered by law.



Article 17

Paramedic Bridge Program

17.1. When an employee currently employed in the City's Fire Department obtains the necessary education and successfully passes the required State Paramedic examination, completes all additional requirements established by the State of Florida for Paramedic certification, and the employee seeks to become a Paramedic in an open or vacant budgeted position the following shall apply:

- a. The provisional probationary employee shall have a maximum of six (6) months to complete the provisional process.
- b. The provisional period will begin on the date the employee is assigned duties as a Provisional Paramedic.
- c. If the provisional probationary employee is unable to perform his duties at the assigned level at the conclusion of the provisional period, he shall be returned to the former position of EMT and shall not be eligible to receive paramedic "Add Pay" pursuant to Article 6.8.
- d. The employee shall be eligible for Paramedic incentive pay upon successful completion of the provisional period and clearance to perform by the Lake County Medical Director.
- e. The provisional paramedic will be eligible to take a promotional exam during the provisional period.



Article 18

Jury Duty

18.1. An employee serving on jury duty will be granted time off and paid the difference between payment received from the court and his regular hourly rate for those hours, which would normally have been scheduled as a workday or a paid holiday.

18.2. The maximum period for this reimbursement shall be two (2) calendar weeks.

18.3. If an employee is released from jury duty within four (4) hours before his normal quitting time for that shift, he shall be required to report to his station for completion of his shift within one (1) hour of his release from jury duty, unless he takes the remainder of his shift as PTO.

18.4. Paid jury duty time shall not be considered hours worked for the purposes of calculating overtime.



Article 19

Funeral Bereavement Leave

19.1. When a death occurs in a full-time employee's immediate family, defined as the employee's legal spouse, mother, father, legal guardian, mother-in-law, father-in-law, step parents, son, daughter, son-in-law, daughter-in-law, step children, brother, sister, grandparents (including great grandparents as long as documentation showing relationship is provided), grandchildren or other dependents living in the same household, the employee may upon request be excused and paid for 24 hours bereavement leave. Employees may when necessary use LTB or PTO leave to extend funeral bereavement.

19.2. An employee will not receive funeral pay when it duplicates pay received for time not worked for any reason.

19.3. Paid funeral leave shall not be considered hours worked for the purposes of calculating overtime.



Article 20

Tuition Reimbursement

20.1. The Fire Department will reimburse an employee attending approved course/class for the cost of tuition, books and fees. If the employee does not receive a passing grade of “C” or above in a course/class, or equivalent numerical representation, which issues a letter grade, the employee must reimburse the Fire Department for the course prior to being eligible for further tuition reimbursement consideration. If the employee is enrolled in a course/class which requires “pass/fail” criteria the employee must demonstrate evidence of “passing” the course. If the employee “fails” the course or receives a letter grade below a “C,” or equivalent numerical representation, the employee will reimburse the Fire Department the cost of the class. If an employee “fails” a course or class and wishes to re-take it, the Fire Department will pay the cost of the tuition, books, and fees in accordance with City Personnel Policy 720, if the employee has reimbursed the Fire Department in its entirety for the failed course.

20.2. All tuition, books and fees reimbursement require prior approval of the Fire Chief and are subject to availability of funds.

20.3 Employees receiving these funds are obligated to remain employed with the City of Leesburg Fire Department for a period of no less than two (2) years after completion of the course. In the event the employee is terminated or resigns with the City of Leesburg Fire Department before the expiration of the two (2) year period, the employee shall reimburse the City of Leesburg the entire amount paid on his behalf for this course.



Article 21

Educational Leave

21.1. If an employee is directed by the City to enroll in a course, the City shall pay the time spent in attending the course. The Fire Chief shall direct an employee in writing and the employee so directed shall attend without having to exchange time or use any leave time.

21.2. If the City does not require attendance at a course, the time in attending the course shall not be paid by the City. An employee seeking an unpaid leave of absence for this purpose shall make written application to the Fire Chief. Approval of such application must be made by the City Manager. An employee may request to use comp time or leave time to attend courses not required by the City.

21.3. If an employee elects to enroll in a job-related academic course sponsored by the Florida State Fire College, and the approval for the reimbursement of the cost of tuition, books, and fees in accordance with the City's Educational Assistance Policy has been obtained, the employee may request, through the Fire Chief, time off to attend the course. With the Fire Chief's approval, the employee may attend such course while on duty without a loss of pay, provided he reports back to duty at the conclusion of the class and reports to work for the balance of the shift. When an employee attends a scheduled class that is mandated by the City on a day when he is not scheduled to work, he shall be paid up to eight hours at straight time for all hours spent attending class.

21.4. If an employee elects to continue his certified status as Paramedic, and such continuation is approved by the Fire Chief in writing, he may attend such formal classes on a scheduled work day without loss of pay provided he reports to work at the conclusion of his class schedule and work for the balance of his shift. On days when such classes are scheduled but he is not scheduled to work, he shall receive his regular straight time pay for all hours spend attend such classes.



Article 22

Educational Supplemental Compensation

22.1. The current City practice under state law to pay an additional sum to an employee upon completion of certain required educational courses related to his primary job shall be continued. Should that state program be altered or amended, the benefit shall be accordingly changed.

22.2. Educational differential pay shall not be considered part of the regular hourly rate of any employee.

22.3. Employees may be granted internet access via the Department's computers for the purposes of continuing their education in fire related fields. Such access shall be subject to the following conditions:

- a. The employee agrees to comply with the current City of Leesburg's Internet Usage Policy, which is contained in the City of Leesburg Personnel Policy Manual.
- b. Internet courses must be approved in advance by the Fire Chief.
- c. Internet access for the above purposes shall not be during normal duty hours, i.e. 8:00 a.m. to 5:00 p.m. Monday through Friday, and 8:00 a.m. to 12:00 p.m. Saturday and Sunday.
- d. During emergency situations, internet access can be denied by the Fire Chief. Violation of any of the above conditions shall be grounds for disciplinary action.

22.4. An employee may take accrued PTO or comp time in increments of not less than four (4) hours to attend, an approved Fire or EMS academic class away from the Fire station in accordance with this agreement. Under no circumstances will the leave be granted when it would require that overtime be paid to another person because of the employee's absence.



Article 23

Call Back Pay

23.1. An employee called back to work to perform unscheduled, unforeseen or emergency work after leaving the station area at the conclusion of his scheduled work shift shall receive a minimum of two (2) hours pay at their regular hourly rate.

23.2. This benefit shall not apply when an employee is called back early to his regular shift and works continuously from the time of reporting into his regular shift.

23.3. Only such hours actually worked shall be included in calculating overtime hours, if any, in a work period.



Article 24

Clothing Allowance

24.1. The cost and maintenance of wearing apparel, furnished by the City shall be paid by the City. The City will replace, at its cost, such items when, at the discretion of the City, such replacement is considered necessary. The employee shall pay for the replacement of negligent damage to or lost articles.

24.2. Upon termination of employment, the wearing apparel will be surrendered by the employee in like condition as when issued, reasonable wear and tear is expected.

24.3. Safety shoes/boots shall be covered in the same manner as described in the current City of Leesburg Personnel Policy Manual.



Article 25
Retirement
(ratified on 7/14/2025)

25.1. The City and the members shall continue to participate in and contribute to the municipal firemen's retirement plan for the City of Leesburg on each employee covered by this Agreement in accordance with the requirements of the Plan, all Plan Documents, State Law, and with the recommendation of the Pension Board of Trustees and the approval of the City Commission.

25.2 Effective October 1, 2025, member contributions will increase from 6.5% to 7.5%.

25.3 Effective October 1, 2025, the following language will be added to the plan:

“Salary shall not include more than 100 hours of overtime per calendar year and shall not include payments for accrued unused sick or annual leave.”

25.4 Effective October 1, 2025, there will be a Deferred Retirement Option Plan (DROP) added to the City of Leesburg's Municipal Firemen's Retirement Plan.

The following language will be added to the plan:

Deferred Retirement Option Plan (DROP)

- a. If you become eligible for normal retirement on or after October 1, 2025, and are still employed by the City as a Firefighter, you have the option of "retiring" from the pension plan but continuing your employment as a Firefighter for an additional five (5) years. An election to participate in the DROP constitutes an irrevocable election to resign from the service of the City not later than five (5) years from the commencement of DROP participation. You must request, in writing, to enter the DROP.



- b. Upon entering the DROP, your retirement benefit is immediately calculated and each monthly benefit payment is deposited into your DROP account. Your account earns an investment return equal to the net investment return realized by the system for that quarter. You could experience losses as well as gains.
- c. At the time of termination of employment at the end of the DROP period, you will receive your account balance in a lump sum or in another optional form and you will also begin receiving your monthly retirement benefit.
- d. Once you enter the DROP, you are no longer eligible for disability or pre-retirement death benefits, nor do you accrue any additional credited service. Your retirement benefit is fixed as of your entry date. You pay no member contributions to the plan once you enter the DROP.
- e. Participation in the DROP is not a guarantee of employment and DROP participants shall be subject to the same employment standards and policies that are applicable to employees who are not DROP participants.
- f. Additional information about the DROP can be obtained from the Board.



Article 26

Insurance

26.1. The City will make available health insurance, life insurance, and accidental death and dismemberment insurance benefits on a group basis to bargaining unit employees to the same extent and in the same manner that such benefits are provided to other City employees, including executive staff. The City shall have the same rights with respect to bargaining unit employees to make, or to agree with the provider or providers to, change in such benefits and/or the costs thereof to the City and/or to employees as with all other City employees. Provided all City employees, including bargaining unit employees, have available the same benefits, as above described, the City shall have no obligation to bargain over such changes or their effects during the term of this Agreement.



Article 27

Seniority

27.1. Seniority for the purposes of this article shall be by job classification. In any case of layoff, recall, or scheduling of vacation the following factors shall be considered:

- a. Continuous service with the City, and
- b. Ability to perform the work, and

27.2. Continuous service with the City for seniority purposes shall continue to accrue during all types of leave, except that leave of absence without pay for thirty (30) calendar days or more.

27.3. Seniority shall be used only for the purpose of layoff and recall and scheduling vacations.

27.4. In the event of a layoff for any reason at any rank, employees shall be laid off in accordance with the factors set forth in Section 27.1 (above). Any employee who is to be laid off who has advanced to his present classification from a lower classification in which he held a permanent appointment shall be given the opportunity to displace an employee in the lower classification in the same department regardless of that employee's continuous service with the City.

27.5. An employee on layoff shall be recalled to available job accordance with the factors set forth in Section 27.1 (above). The City may require a physical examination of an employee at its expense before recall. Recall will be made by certified mail to the last address in the employee's record. The employee must within seven (7) days of the certified receipt date, signify his intention, in writing, of returning to work, to the Human Resources Director and the Fire Chief. In the event an employee on layoff does not advise the City within seven (7) calendar days of his intention to return and return within fourteen (14) calendar days, that person, shall be terminated for all purposes.



27.6. An employee shall lose his seniority as a result of the following:

- a. Resignation,
- b. Termination,
- c. Retirement,
- d. Layoff exceeding twelve (12) months, or the number of months of Fire Department service, whichever is less, or
- e. Violation of the provisions of the current City of Leesburg Personnel Policies and the published Leesburg Fire Department Rules and Regulations, Operating Procedures and General Orders and rules and regulations issued by the Fire Chief or his designee where those provisions provide penalties for failure to adhere to them.

27.7. No new employees shall be hired until all laid-off employees have been notified of recall as specified in Article 27.5 (above). Employees “down bumped” as the result of a lay-off will be returned to their prior classification before any new promotions are made.



Article 28

Probationary Period

28.1. An employee initially employed into the bargaining unit shall be on probationary status for one year. The City may, at its sole discretion, terminate the employment of a probationary employee at any time during the probationary period. Such termination shall not be reviewable under the grievance-arbitration procedure.

28.2 New firefighters, during the firefighter orientation period, shall be compensated based on a 40-hour work week for actual hours worked; the employee's calculated hour rate shall be converted to his/her equivalent rate based on 2080 per year. The conversion is effective with the date of the first bi-weekly pay period the employee begins.

28.3 Personnel who successfully complete the orientation period shall have their compensation rate converted back to contractual rates.

28.4 A current bargaining unit employee promoted into a higher position shall be placed on a six (6) month probationary period.

- a. The probationary period will begin on the date the employee is assigned his new duties.
- b. The employee shall be subject to a 6-month performance evaluation. Interim written performance consultation shall be at ninety (90) days.
- c. If the probationary employee is unable to perform his duties at the assigned level at the conclusion of the probationary period, he shall be returned to the former position and forfeit all compensation related to the promotion.



Article 29

Work Rules

29.1. Employees shall be required to observe and comply with the written regulations governing their employment as set forth in the City of Leesburg Personnel Policies manual, the City of Leesburg Fire Department Rules, and Regulations, Operating Procedures and General Orders manual, current Department procedures and such special and general orders and written communications as issued from time to time, commonly referred to as Standard Operating Procedures (SOP's) and the Fire Chief's Directives as they may be amended from time to time.

29.2. Employees shall be required to observe and comply with such additional or supplemental rules and regulations promulgated and published by the Fire Chief provided that such rules and regulations shall not be contrary to any of the provisions of this Agreement. No disciplinary action will be taken for violation of a posted rule or regulation until at least five (5) business days after posting. The posting of additional or supplemental rules will be on the departmental bulletin board.

29.3. Changes proposed by the City to Personnel Policies, Rules & Regulations, General Orders, Departmental Procedures, or Standard Operating Procedures or Guidelines that would impact wages, hours and/or terms and conditions of employment shall be provided to the union a minimum of 14 days prior to implementation. If after review, the Union requests bargaining over the impacts the proposed change will have on wages, hours and/or terms and conditions of employment, the City agrees not to implement the proposed change until the collective bargaining procedures as outlined in F.S.S. Chapter 447, have been completed.



Article 30

Bulletin Boards

30.1. The Union shall be allowed to mount a suitable bulletin board, measuring 3' x 4' next to the City's bulletin board, one at each station, for the following notices only;

- a. Union literature;
- b. Notices of Union meetings;
- c. Recreational and social affairs of the Union: and
- d. The Union's Charter.

30.2. No material, notices or announcements shall be posted which contain anything political or controversial, or anything reflecting upon the City, any of its employees, or any labor organization among its employees. No material, notices or announcements which violate the provisions of this Article shall be posted.

30.3. No material, notices or announcements shall be posted except as provided in this Section and unless signed by the Union President, or his designee, and approval by the Fire Chief or his designee is granted.



Article 31

Shift Exchanges

31.1. Shift exchange or time trade shall not be permitted where the swap creates any overtime pay obligation for the City. Time trade (Swaps) for another person will not constitute actual hours worked for the purposes of calculating FLSA. A shift exchange is done voluntarily by the employees and not at the command of the fire department. The reason for shift exchange is not due to the operational needs of the fire department. The fire department shall maintain records of applicable shift exchanges. Responsibility and liability for shift exchanges shall be solely that of the employees involved in the actual shift exchange.

31.2. Employees may exchange shifts subject to the following conditions:

- a. Shift exchange requests must be made forty-eight (48) hours in advance.
- b. Shift exchange requests shall be subject to advance approval by the Fire Chief or his designee.
- c. Firefighters may exchange with Firefighters or Engineers.
- d. Engineers may exchange with Engineers, Firefighters cleared to serve as WOC Engineers or Lieutenants.
- e. Lieutenants may exchange with Lieutenants or with Engineers cleared to serve as WOC Lieutenants.

31.3. All requests for time trades or shift exchanges shall be submitted to the employee's Battalion Chief forty-eight (48) hours prior to the requested leave time. Requests for time trades for durations of less than six (6) hours may be submitted to the employee's Battalion Chief and approved verbally. The Fire Chief or his designee has the final authority to approve or disapprove shift time trades. All time trades will be recorded.

31.4 A person working in a higher rated classification shall not be deemed working out of classification.



31.5. Employees on their initial one (1) year probationary period are limited to a maximum of forty-eight (48) hours. for this article until they have successfully completed the one (1) year probationary period.

31.6 Perpetual Time Trades (Swaps) in Article 7 are not applicable in this Article.



Article 32

Union Dues

32.1 The City agrees that upon receipt of a voluntary written individual notice signed by a bargaining unit employee on the form set forth in Appendix “B-1” which is attached hereto and made a part hereof, the City shall deduct from the pay due such employee his Union dues. Such authorization may be revoked by an employee within thirty (30) days written notice to the City and the Union in the form set forth as Appendix “B-2” which is attached hereto and made a part hereof.

32.2 Dues shall be deducted each designated pay period and those monies shall be remitted to the Union thereafter.

32.3 The Union agrees to save and hold the City harmless from any and all suits, claims or judgments arising because of the City’s compliance with the provisions of this article.

32.4 The Union will initially notify the City as to the amount of dues for an individual. Such notification will be provided to the City in writing signed by a representative of the Union. Any change in Union membership dues will be similarly certified to the City and shall be done thirty (30) days in advance of the effective date of such changes.



Article 33

Promotions

(ratified on 7/14/2025)

33.1. This article applies to promotion to the ranks of Firefighter/Engineer and Lieutenant. It excludes administrative promotion to the rank of Fire Inspector, Training Officer, and Battalion Chief; these positions are appointed. In the event an Administrator seeks to move to an open position on shift (within the collective bargain unit positions), he shall NOT be permitted to return to an open position in the rank held before he was appointed to Administration.

33.2. A promotional test shall be administered once a promotional roster has been expired or has exhausted. The promotional test will be scheduled 90 days from when the promotional roster has been expired or has been exhausted. If the 90 days falls on a holiday or weekend, the test will be administered the next following business day. If there is an Engineer vacancy and a Lieutenant vacancy, the Engineer promotional exam will be administered first. The Lieutenant exam will be administered 90 days from the start of the Engineer promotional exam. The first scheduled Engineer exam will be on October 13, 2025. If both an Engineer and a Lieutenant promotional exam is needed, the exams will be scheduled 90 days apart, alternating between the two promotional exams.

33.3. Once established, promotional rosters shall remain in effect for twenty-four (24) months. In the event a roster becomes exhausted before its expiration date, the Fire Chief shall have the prerogative to appoint a person to work out of class in a vacant position until the next roster is established.

33.4. A promotional board shall be established to preside over promotional testing. The board shall be comprised of the Fire Chief or his designee, as chairperson, the Human Resources Director or designee, and an employee member of the bargaining unit. All applicants must meet eligibility requirements by the test date and time.



33.5. The Fire Chief or designee, shall have the responsibility for the composition of the written and practical tests, and other tests as appropriate and standard in the industry. The questions for the written exam shall be composed from questions provided by a certified testing agency or book publisher and shall be applicable to the City of Leesburg. The practical test shall be composed from industry standard textbooks and related materials.

33.6. A practical and oral committee shall be appointed by the promotional board. Each shall have at least three (3) members.

33.7. The test for Firefighter/Engineer shall be scored as follows (4-part exam):

- Written exam worth 100 points
- Practical street exam worth 100 points
- Driving course exam worth 100 points
- Pumping evolution exam worth 100 points

33.8. Each candidate must receive a minimum score of 70% on the four (4) exams collectively to be placed on the promotional roster.

33.9. Bonus points may be awarded to a maximum of 25 points as follows: (Effective 2023)

- One half (.5) point per year of service with the Leesburg Fire Department, to a maximum of 7.5 points.
- One half (.5) point per year as “WOC” qualified as acting Driver Engineer and working in the position with the Leesburg Fire Department, to a maximum of 5 points.
- Review of last five (5) performance evaluations, receiving one (1) point for every performance evaluation that receives an overall “Exceeds”, “Exemplary”, or “Exceptional”; maximum of five (5) points.
- One half (.5) point for child car seat installation technician.
- One half (.5) point for current CPR Instructor (instructed a minimum of two (2) classes for the Leesburg Fire Department in the previous 18-month period).



- One (1) point for Fire Officer I Certification.
- One and a half (1.5) point for Fire Officer II Certification.
- One (1) point for State Certified Fire Inspector.
- One (1) point for State Certified Fire Instructor.
- One (1) point for State Certified Pump Operator.
- One and a half (1.5) points for Associates Degree (limited to one Associates Degree); or
- Two (2) points for Bachelor Degree (limited to one Bachelor Degree).

33.10. Minimum eligibility requirements for promotion to Firefighter/Engineer (Effective 2023)

- Successful IPAT within twenty-four months and successful Fit-for-Duty for the same time period.
- Two (2) consecutive years of service as a Leesburg firefighter since last date of hire.
- Current evaluation of at least “Meets Expectations” Or Satisfactory Job Performance Evaluation.
- 40-hour certificate in Aerial Apparatus Operations.
- 40-hour Apparatus Operator Certificate.
- 40-hour Fire Service Hydraulics Certificate.
- Valid Florida Driver’s License with less than 7 points on the license.
- Completion of WOC/DE program.

33.11. The test for Lieutenant shall be scored as follows (4-part exam and record review):

- Written exam worth 100 points
- Fire based scenario test worth 100 points
- Oral interview worth 100 points
- Personnel supervisory skills evaluation worth 100 points



33.12. Each candidate must receive a minimum score of 70% on the four (4) exams collectively to be placed on the promotional roster.

33.13. Bonus points may be awarded to a maximum of 25 points as follows: (Effective 2023)

- One half (.5) point per year of service with the Leesburg Fire Department, to a maximum of 7.5 points.
- One half (.5) point per year as “WOC” qualified as acting Lieutenant and working in the position with the Leesburg Fire Department, to a maximum of five (5) points.
- Review of last five (5) performance evaluations, receiving one (1) point for every performance evaluation that receives an overall “Exceeds”, “Exemplary”, or “Exceptional”; maximum of five (5) points.
- One (1) point for Live Fire Instructor I
- One and a half (1.5) point for State Certified Fire Inspector.
- One (1) point for State Certified Fire Instructor; or
- One (1) point State Certified Fire Instructor II
- One half (.5) point NIMS ICS 400
- One and a half (1.5) points for Florida State Fire Officer II Certification.
- One and a half (1.5) points for Associates Degree (limited to one Associates Degree); or
- Two and a half (2.5) points for Bachelor Degree (limited to one Bachelor Degree).

33.14 Minimum eligibility requirements for promotion to Lieutenant (Effective 2018)

- Successful IPAT within twenty-four months and successful Fit-for-Duty for the same time period.
- Two (2) consecutive years in grade as Leesburg Firefighter/Engineer since last date of promotion.
- Current evaluation of at least “Meets Expectations” Or Satisfactory Job Performance Evaluation.



- Florida State Fire Officer I
- NIMS ICS 100, 200, 300, 700, 800
- Incident Safety Officer Course Certificate
- Courage to be Safe Certificate

33.15. A current list of source materials to be used for promotional testing shall be posted at all times in each fire station. If the Fire Chief changes the materials to be used, the new materials shall be posted no less than 60 days prior to the next promotional test. Three copies of the current materials shall be kept at the public library reserved for combat personnel use.

33.16. The Fire Chief shall have the prerogative to choose from the top two candidates on the Engineer and Lieutenant promotional rosters.



Article 34

Grievance and Arbitration

34.1 Members of the bargaining unit will follow all written and verbal orders given by superiors even if such orders are alleged to be in conflict with this agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limit contained herein, nor shall compliance affect the ultimate resolution of the grievance. See Appendix "C."

34.2 A "grievance" is a claimed violation of this agreement. No grievance will or need be entertained or processed unless prepared in writing in the manner described herein, and unless filed in the manner provided herein within the time limit prescribed herein. A grievance may be filed by either a bargaining unit employee ("employee" as used herein being understood to include the plural for purposes of this Article) or by the Union. Grievances are limited to claims which are dependent for resolution exclusively upon interpretation or application of one or more express provisions of this agreement. The City need not entertain or process under this Article and may refuse to entertain or process any dispute, claim or complaint or other matter not meeting this definition.

34.3 Any action or activity begun by the administration giving rise to a class action grievance, upon the filing of the grievance by the Union, shall be suspended until such time as the grievance process has been completed and resolved. If the activity/action is deemed to be in violation of this agreement, it shall be terminated.

34.4 Grievances will be processed in the following manner and strictly in accordance with the following stated time limits:

Step 1: An aggrieved employee or the Union shall present in writing the grievance to the aggrieved employee's immediate supervisor within ten (10) calendar days of the aggrieved employee's or Union's knowledge of the occurrence of the action giving rise to the grievance. The immediate supervisor shall reach a decision and



communicate in writing to the grievant within ten (10) calendar days from the date the grievance was presented to him. The failure of the aggrieved employee or the Union to make the grievance known in writing to the immediate supervisor within ten (10) calendar days of such knowledge of the occurrence of the action giving rise to the grievance shall constitute a final and conclusive bar on the merits of the grievance. The phrase “action giving rise to the grievance” shall include a final decision made by any representative of the City which results at a later time in the action which is the subject of the grievance.

Step 2: If the grievance is not resolved with finality at the first step, the aggrieved employee or Union, within ten (10) calendar days following receipt of the answer in the first step, may forward it to the Fire Chief. The Fire Chief shall, within ten (10) calendar days of receipt of the written grievance, conduct a meeting with the aggrieved employee. The aggrieved employee may be accompanied at this meeting by a Union representative. The Fire Chief shall notify the aggrieved employee in writing of the decision not later than ten (10) calendar days following the meeting date.

Step 3: If the grievance is not fully and conclusively resolved at the second step, the grievant or Union, within ten (10) calendar days of receipt of the answer provided in Step 2, may forward the written grievance to the City Manager. The City Manager shall hold a meeting with the grievant or Union regarding the grievance. The City shall notify the grievant and the Union of the City Manager’s decision within ten (10) calendar days following the meeting. The decision of the City Manager shall be determinative of the grievance (unless modified by a decision made in compliance with the following arbitration procedure).

34.5 Arbitration: If the grievance is not resolved by the foregoing grievance procedure, the Union, within fourteen (14) calendar days after the City Manager’s decision in Step 3, may give to the City Manager, by hand delivery or by registered or certified mail, a written notice of its desire to submit the matter to arbitration; said written notice to include a written



statement of the position of the Union with respect to the unresolved grievance. The Union Executive Board maintains exclusive authority to determine whether a grievance is to be processed to arbitration.

- a. Within fourteen (14) calendar days from receipt of such notice, the parties shall confer to select an arbitrator. In the event the parties fail to agree on an arbitrator, both parties shall jointly request a list of seven (7) qualified arbitrators from the Federal Mediation and Conciliation Services. The Union and then the City will alternately eliminate one at a time from said list the names of persons not acceptable until only one remains and this person will be the arbitrator. A coin toss will determine which party has the right to first strike arbitrators.
- b. As promptly as possible after the arbitrator has been selected, he shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the employee or employees aggrieved the City and the Union in writing. The expense of the arbitration, including the fee and expenses of the arbitrator, shall be borne equally between the City and the Union. Each party shall be exclusively responsible for compensating its own representatives and witnesses.
- c. The submission to the arbitrator shall consist exclusively and entirely of the written grievance as submitted in Steps 1, 2, and 3 of the grievance procedures, and shall include a copy of this agreement.
- d. The power and authority of the arbitrator shall be strictly limited to and interpretation of the express terms of this agreement. He shall not have the authority to add to or subtract from or modify any said terms, or to limit or impair any right that is reserved by this agreement to the City or the Union or the employees, or to establish or change any wages or rate of pay in this agreement.
- e. No decision of any arbitrator or of the City in one case shall create a basis for retroactive adjustment in any case.
- f. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned from the City, less any unemployment compensation or compensation from other sources that he may or might have received or did receive during the period for which the back pay was awarded. In settlement or



- other resolution of any grievance resulting in retroactive adjustment including back wages, such adjustment shall be limited to a maximum of thirty (30) calendar days prior to the date of the filing of the grievance at Step 1.
- g. This decision of the arbitrator shall be final and binding on both parties, and the grievance shall be considered permanently resolved, subject to any judicial relief available to either party under Florida law.
 - h. It is agreed, with respect to this grievance and arbitration procedure, that:
 - 1. It is the intent of the parties that grievances must be raised at the earliest possible time. Any grievance, in order to be entertained and processed, must be submitted in writing at Step 1 within ten (10) calendar days after initial knowledge of the action allegedly giving rise to the grievance, which means, as indicated in Step 1 above, within ten (10) calendar days after knowledge of a final decision which results in the action which is the subject of the grievance.
 - 2. A matter otherwise constituting a grievance not presented at Step 1 within the time limit prescribed in Step 1 and in compliance with paragraph “A” above shall be conclusively barred on the merits following expiration of the prescribed time limit. Such a time-barred grievance need not be entertained or processed, and only factual disputes as to timing will be the subject of any arbitration resulting from the matter. A grievance which is for any reason not advanced to Step 2 or Step 3 or to arbitration within the time limits prescribed herein for such advancement shall be similarly permanently withdrawn and barred. Failure on the part of the City to respond within the time limit set forth at any step shall require the aggrieved employee or Union to proceed to the next step and failure on the part of the aggrieved employee or Union to so proceed within the time limit after expiration of the time limit for the City’s response shall cause the matter to be barred as set forth in this paragraph.
 - 3. A time limit at any stage of the grievance procedure may be extended by written mutual agreement of the Union and the City Manager.
 - 4. All grievances shall be dated and signed by the aggrieved employee or Union representative. Any decision rendered shall be in writing and shall be dated and signed by the City’s representative at that step.



5. In any grievance there shall be set forth in space provided on the grievance form or on attachments, if necessary, all of the following;
 - a. a statement of the grievance and facts upon which it is based;
 - b. the section or sections of this agreement claimed to have been violated; and
 - c. the remedy or correction requested.
6. All grievance hearings will be during normal business hours.
7. All grievances filed on behalf of or for the benefit of any employee or employees must specifically name all such employees, and may not be amended after completion to Step 2 to add names. No monetary or other relief shall be granted or awarded to any employee not so named. The only exception to this is that if the Union claims that a grievance affects the entire bargaining unit it may describe the bargaining unit generally.
8. In all cases requiring the aggrieved employee or the Union to timely present or advance a grievance to a designated City official, hand delivery during the hours of 8:30 a.m. to 4:30 p.m., Monday through Friday to the office of that official shall be sufficient for compliance with prescribed time limits if the designated official is not personally available for service. Where the last day for such presentation or advancement falls on a Saturday, a Sunday or a holiday expressly recognized as such under this agreement, presentation or advancement shall be timely if made on the next business day following such Saturday, Sunday or holiday.
9. Nothing in this agreement shall prohibit the presence of a Union representative at any meeting held at Step 1, 2, or 3 of this procedure. In cases where a grievance has been presented by an employee without participation of the Union, the City and the aggrieved employee shall be obligated to give the Union reasonable prior notice of any and all meetings or other procedures involving the grievance, other than informal discussion between the aggrieved employee and his immediate supervisor. The Union will be permitted to be present at scheduled meetings, and any adjustments of the grievance will not be inconsistent with the express terms of this agreement.



Article 35

Notice

35.1 Any notice to be given under this Agreement shall be given by email and or certified mail; a written reply, from the receiver, acknowledging receipt is required to verify delivery. If notice is given by the Union to the City, it shall be addressed to the Director of Human Resources, City Hall, Post Office Box 490630, Leesburg, FL 34749-0630; and any such notice if given by the City to the Union shall be addressed to the Union President, Post Office Box 491350, Leesburg, FL 34749-1350.



Article 36

Sanitation, Maintenance and Upkeep

36.1 The City agrees to supply and make available all materials required in the day-to-day maintenance and upkeep of all fire houses.

36.2 The City and the Union agree that employees shall be required to perform repair, maintenance and routine tasks and duties relative to their equipment and fire stations. Routine tasks and duties shall include items such as sweeping, mopping, cleaning windows, washing and polishing apparatus. The City agrees that tasks normally requiring the expertise of a licensed professional of the trade shall not be required to be performed by a bargaining unit employee.

36.3 Nothing in Article 36.2 (above) shall prohibit an employee from performing any of the work if he elects to do so.



Article 37

Off-Duty Employment

37.1 The City permits bargaining unit employees to accept employment with other employees, or to engage in other paying work, provided that at all times City employment shall be the primary compensated work activity of bargaining unit employees. All bargaining unit employees will be required to report for duty when called, regardless of other work or employment. At no time may any bargaining unit employee use his position with the City of his uniform for any personal advantage. At no time can other employment or any other work activity of a bargaining unit employee interfere with the performance of work for the City or create any conflict of interest affecting the City or the employment with the City of such bargaining unit employee. No off-duty work will take place when an employee is receiving PTO for any medical leave-related purpose related to illness or injury to any person or wage loss benefits attributable to City employment. Exceptions may be made to this if an employee's medical restrictions cannot be accommodated by the City. Such exceptions must be approved by the Fire Chief with the concurrence of the Human Resources Department. It is understood that no employee will be covered by F.S.S. 440 Workers' Compensation benefits attributable to City employment as a result of any accident or injury incurred during off-duty employment. As of October 1, 2020, no employee shall engage in secondary employment that is in direct contradiction of F.S.S. 112.1816.

No employee shall utilize other on-duty City employees, or City equipment, facilities or vehicles in connection with any off-duty employment.



Article 38

Uniform of the Day

38.1 The City and the Union agree that the uniform of the day shall consist of a Class “B” shirt, Polo, or optional T-shirt, pants and safety shoes. Shorts may be worn for special events and outside non-emergency activities. Examples include training and hydrants. Ball caps are acceptable when worn with t-shirts or polos. The City shall have the right to determine the color of the uniforms.



Article 39

Locker Space

39.1 The City's present practice of providing an employee a locker shall be continued as long as the current buildings are used for Fire protection purposes.



Article 40

Employee Parking

40.1 The City's present practice of providing an employee parking shall be continued so long as the current buildings are used for the protection purposes.



Article 41

Reproduction of Agreement

41.1. The City will furnish one “hard” copy and one electronic copy of this agreement and the current City of Leesburg Fire Department Rules and Regulations as issued and/or amended from time to time to each station and a hard copy or electronic copy to the Union Executive Board, as the latter may elect. The agreement shall also be made available on a shared City Network Drive.



Article 42

Severability

42.1. If any article or section of the Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the reminder of this Agreement shall not be affected thereby.



Article 43

Transportation

43.1 When an employee is directed to change stations while on duty, the City shall provide transportation.

43.2 If an employee changes stations during the work day, he shall be transported back to original work location not later than the end of his shift.

43.3 In the event an employee elects to use his own vehicle for transportation between stations, he shall not be reimbursed for such expense.

43.4 If an employee is directed to attend a program or participate in some Fire Department related activity outside the City of Leesburg, the City shall either provide transportation or reimburse an employee using his vehicle on the basis of the City's current mileage rate.

43.5 No other transportation at the City's expense is provided except as set forth herein.



Article 44

Union Meetings

44.1. The Union may make application to the City to use any public facility on the same terms and conditions as any other private or public organization.

44.2. The Union may hold Union meetings at a Fire Station. The meetings shall be limited to Union Representatives and Union members and shall be held only after 5:00 p.m. The meetings shall not last more than two (2) hours and shall not interfere with operational duties. The Union shall notify the Fire Chief in writing of the meeting dates.

44.3. Any off-duty time spent at a Union meeting by an employee is not City paid time for any purpose.



Article 45

Complete Agreement

45.1 The City and Union acknowledge that during the negotiations which resulted in this Agreement, each party had the opportunity and unlimited right to make proposals concerning any subject or matter required by law to be a mandatory subject of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that opportunity or right are set forth in this Agreement. Therefore, it is agreed that during the term of this Agreement, the parties shall not be required to engage in further collective bargaining covering any subject or issue either herein agreed upon or which was discussed by the parties during the negotiation of this Agreement. It is understood; however, that nothing herein shall prevent the parties from engaging in further collective bargaining should they mutually agree to do so.



Article 46

Duration

46.1 Upon adoption by resolution of the City, this Agreement shall be effective October 1, 2023 and shall continue in full force and effect until midnight September 30, 2026, when it shall terminate.

46.2 This Agreement shall automatically be renewed from year to year, unless either party notifies the other, in writing, not less than one hundred fifty (150) days, nor more than the beginning of the calendar year of the expiration date of this Agreement.



IN WITNESS WHEREOF, the parties have caused this Agreement to be ratified by their duly authorized representatives this _____ day of _____, 2025.

For the Union:

For the City:

Leonides Gonzalez, Union President

Al Minner, City Manager

Steve Allen, Union Vice President

Joseph Mera, Fire Chief

Nicholas Fisher, Secretary/Treasurer

This Agreement approved upon adoption by resolution of the City Commission of the City of Leesburg on the _____ day of _____, 2025.

Alan Reisman, Mayor

Attest: _____
Julie Purvis, City Clerk



Appendix “A”

365 PAID TIME OFF (PTO)

Paid Time Off (PTO) is an employee benefit that combines traditional vacation and sick leave programs into one plan. PTO provides the employee with a flexible method of scheduling time off work. Unscheduled PTO shall not be considered as “hours worked” for the purposes of calculating overtime.

Eligibility

The following employees are eligible for PTO:

- a. regular full-time;
- b. regular part-time working at least 20 hours per week (accrued PTO time will be prorated based upon hours worked); and
- c. temporary employees who have held their position for 12 months or longer, and who have been determined in the City’s sole discretion to be eligible for PTO benefits pursuant to Policy 405.

Accrual

Paid Time Off (PTO) shall accrue for eligible employees starting on the date of hire at the following rates (*employees covered by a CBA may accrue at a different rate – refer to respective collective bargaining agreement*):

Less than 5 Years Service – 23 days (184 hours) of PTO a year.

5 to 10 Years Service – After 5 years of service, an employee earns one additional day of PTO (8 hours accrual) for each year of full-time service.

10 to 20 Years Service – After 10 years of service, an employee earns an additional half day of PTO (4 hours) for each year of full-time service.

20 Years of Service – After 20 years of service each employee has earned and continues to earn the maximum PTO accrual of 33 days (264 hours) of PTO a year.



PTO Annual Accrual Chart			Part-Time PTO Annual Accrual (Days)				
Full-Time Employees		Years of Service	Based on Normal Scheduled Hours				
Years of Service	PTO Days per Year		90% (36 hours)	80% (32 hours)	70% (28 hours)	60% (24 hours)	50% (20 hours)
0 - 5	23	0 - 5	20.7	18.4	16.1	13.8	11.5
6	24	6	21.6	19.2	16.8	14.4	12
7	25	7	22.5	20	17.5	15	12.5
8	26	8	23.4	20.8	18.2	15.6	13
9	27	9	24.3	21.6	18.9	16.2	13.5
10	28	10	25.2	22.4	19.6	16.8	14
11	28.5	11	25.7	22.8	20	17.1	14.3
12	29	12	26.1	23.2	20.3	17.4	14.5
13	29.5	13	26.6	23.6	20.7	17.7	14.8
14	30	14	27	24	21	18	15
15	30.5	15	27.5	24.4	21.4	18.3	15.3
16	31	16	27.9	24.8	21.7	18.6	15.5
17	31.5	17	28.4	25.2	22.1	18.9	15.8
18	32	18	28.8	25.6	22.4	19.2	16
19	32.5	19	29.3	26	22.8	19.5	16.3
20+	33	20+	29.7	26.4	23.1	19.8	16.5

Leesburg Fire PTO Accrual Chart (56hr work week)	
Full-Time Employees	
Years of Service	PTO Hours per Year
0-4	265.60
5	273.60
6	281.60
7	289.60
8	297.60
9	313.60
10	320.80
11	328.00
12	335.20
13	342.40
14	349.60
15	356.80
16	364.00
17	371.20
18	378.40
19+	385.60

1. Although PTO time is expressed as days accrued each year of service, PTO will be credited to employees on a prorated basis consistent with this policy as determined appropriate by Human Resources.



2. Newly hired employees will not be able to utilize PTO until they have completed 90 days of service.
3. PTO time is not earned during an unpaid leave of absence or when an employee is placed in a non-pay status.

Maximum Accrual Permitted

1. PTO may be accrued to a maximum of 560 hours (70 days). Employees covered by a CBA may accrue time to a maximum established by their collective bargaining agreement.
2. PTO time will not continue to accrue once an employee has reached the maximum accrual permitted.

Scheduling

1. PTO leave must be requested and approved by the employee's immediate supervisor prior to the start of the leave. Emergency requests for PTO that cannot be made in advance must follow the respective department's policies and procedures.
2. The City reserves the right to approve or deny a request for PTO based upon:
 - a. the staffing and operational needs of the department,
 - b. if the PTO leave request was or was not made in advance,
 - c. and/or if there have been excessive occurrences of unscheduled absences.
3. Employees will not be permitted to use PTO that has not been earned. **Any leave time requested, not already accrued, will be denied by the supervisor or Department Head.**
4. Employees are responsible for monitoring their PTO balance and are encouraged to maintain a sufficient balance to cover emergencies.
5. Requested PTO shall be paid at the employee's regular hourly rate of earnings applicable at the time the PTO is taken, exclusive of shift or overtime payments.
6. Holidays which occur during the period selected by the employee for PTO shall not be charged against PTO.
7. Maintenance of Contact – During PTO for illness an employee must maintain daily contact with his immediate supervisor (or make suitable arrangements) in order for the supervisor to know the employee's estimated date of return to work. PTO for illness is contingent upon maintenance of regular contact.
8. An employee that uses PTO for more than three consecutive days for a medical condition must contact Human Resources in order to apply for a FMLA leave of



- absence. The supervisor must also notify Human Resources. Employees are required to exhaust all LTB and PTO time while on FMLA.
9. Physician's Release Upon Return – Depending on the length and circumstances of an employee's illness or disability, the supervisor may require a physician's written release before the employee may return to work. Also, medical documentation may be required if there is an excessive use of PTO for medical reasons.
 10. A supervisor may send an employee home due to illness without the ability of the employee to appeal, in order to maintain a healthy work environment. The time off will be charged to the employee's accrued PTO or LTB. If the employee does not have sufficient balance in their PTO or LTB account, this time shall be charged as leave without pay.
 11. Employees who are absent for reasons covered under the Workers' Compensation Law will be permitted to use available PTO hours to supplement Workers' Compensation wage loss benefits received when off work due to a work-related injury or illness. Under the Florida Workers' Compensation Law, no compensation shall be allowed for the first seven (7) days, except that if the injury results in a disability of more than 21 days, compensation shall be allowed from the commencement of the disability. If an employee is paid PTO or LTB (if applicable) for all or any part of the first seven (7) days of an absence covered and paid for by Workers' Compensation, the employee shall reimburse the City for the PTO paid and his accrual account will be credited accordingly. The combined payment of wage loss benefit, PTO and/or LTB time, and regular wages may not exceed 100% of the employee's regular base rate of pay. Any pay in excess of 100% of the employee's regular base rate of pay must be returned to the City.
 12. For non-exempt employees with an insufficient accrued PTO balance taking unpaid leave, the actual amount of time used may be deducted from the employee's pay at the employee's regular hourly rate. However, for exempt (salaried) employees with insufficient accrued PTO balance taking unpaid leave, deductions from the employee's salary may only be made for absences of one or more full days for which the employee has insufficient accrued PTO balance available.

PTO Sell Back

Those employees who desire to sell PTO leave hours back to the City rather than use them are allowed to do so under the following guidelines:

1. The employee must complete a written request in a form acceptable to Human Resources.



2. A maximum of 160 hours may be sold back to the City in any one fiscal year. Employees covered by a CBA may sell time to a maximum established by their collective bargaining agreement.
3. A minimum of 8 hours must be sold on each occasion.
4. An employee may only sell to the City the same number of hours (or less) of PTO time that the employee has used as paid time off away from work during the 12-month period preceding the request for PTO sell-back. (Exempt employees may also include administrative time they have used towards the number of hours they may sell.) Once paid time off from work has been counted towards a sell back request, the same dates cannot be counted again towards a second sell back request.
5. Employees may exercise this option a maximum of two times a fiscal year (October 1st through September 30th).
6. Payment will be made in a supplemental check on the next regular pay day to the employee or in a contribution to the employee's deferred compensation account, subject to any applicable plan limitations.

PTO/LTB Donation & Exchange Policy

The City has established a plan whereby employees are able to donate some of their PTO/LTB leave to another employee who has none.

The purpose of the PTO/LTB leave exchange policy is to provide time off with pay for employees during periods of personal prolonged medical leave (such as illness, accident, injury, etc.) not otherwise compensated by the City.

All regular full-time and part-time employees are eligible to participate after successfully completing their probationary period of employment (or six (6) months of employment as a Police Officer or Firefighter where the probationary period is greater than six (6) months).

All temporary employees who have held their position for 12 months or longer, and who have been determined in the City's sole discretion to be eligible for the PTO/LTB Donation & Exchange Policy pursuant to Policy 405, are also eligible to participate in the PTO/LTB Donation Exchange Policy in the same manner as regular full-time and part-time employees except as described herein.

The following are the guidelines for the use of this policy:

1. Donated PTO/LTB hours are to be used for medical leave (such as illness, accident, injury, maternity, etc.) only for employees or as necessary to provide care for immediate family (i.e. spouse, children or other dependents living in the same household). Employees using such donated PTO/LTB hours are deemed to be on an extended leave of absence which must be approved, in advance, by the City Manager. Consistent with applicable law, if such employee is out on FMLA or



- other leave, there is no guarantee that the employee's position will be held open or remain open indefinitely.
2. Donations shall come from the Long-Term Bank (formerly Sick Leave) until all available time has been exhausted. Additional donations shall then be drawn from accumulated PTO.
 3. An employee shall be eligible to request the assistance of donated PTO/LTB leave when:
 - a. All available leave has been exhausted; and,
 - b. The employee has been absent at least 14 calendar days in either paid or unpaid leave status, relating to the same condition.
 4. Employees who have been instructed by their doctor to return to work on a limited basis (such as every other day or less than the employee's normal work day) shall be eligible for PTO/LTB donations provided they otherwise qualify pursuant to paragraph 3 above.
 5. The primary purpose of the PTO/LTB Exchange program is to attempt to provide the employee in need with what they normally receive for regularly scheduled hours worked. No more, no less.
 6. Each request for assistance under the PTO/LTB Exchange Program must be VERIFIED by the Human Resources Department
 7. Upon approval, by virtue of the conditions being met, the Human Resources Department will notify all departments of an employee's need for PTO/LTB donations.
 8. Any employee wishing to donate PTO/LTB leave will need to complete the necessary form allowing a transfer of PTO/LTB leave from their account to the requesting party's account. Forms are available on the intranet, in each department and in the Human Resources Department.
 9. All donations must be in even amounts (whole numbers). (Example: 4, 7, or 9 hours; fractional donations are not acceptable.)
 10. If you have authorized the donation of some of your PTO/LTB leave, the hours will not be taken from your account until they are actually used.

Sick Leave/Long Term Sick

All accruals formerly known as sick leave banks or long-term banks have been frozen. Employees with remaining accrual balances must use these hours in the event of need for medical absence leave until exhausted before any other leave is used. Earned sick leave is



used for an absence from work by reason of personal illness (to include doctor and dental appointments only for the time necessary to meet such appointments), accident, pregnancy supported by a doctor's recommendation or serious illness in the immediate family (i.e., spouse, children or other dependents living in the same household). In some situations, sick leave may also qualify as leave under the Family and Medical Leave Act and be so treated accordingly.

Appendix “B-1”

**PAYROLL DEDUCTION AUTHORIZATION FOR UNION DUES OF
PROFESSIONAL FIREFIGHTERS OF LEESBURG
LOCAL 2957, I.A.F.F. AFL-CIO-CLC**

I hereby authorize the City of Leesburg to deduct from wages each month the current normal monthly union dues and to transmit this amount to the Treasurer of the Professional Firefighters of Leesburg, Local 2957; I.A.F.F. AFL-CIO-CLC. I understand that this authorization is voluntary and that I may revoke it at any time by giving the City notice in writing.

Received in Human Resources:

Date

Employee Signature

Date

Print Employee Name

Bi-weekly

Appendix “B-2”

**REVOCATION OF PAYROLL DEDUCTION AUTHORIZATION FOR UNION DUES OF
PROFESSIONAL FIREFIGHTERS OF LEESBURG
LOCAL 2957, I.A.F.F. AFL-CIO-CLC**

I hereby revoke by previous written authorization for the withholding of union dues and hereby instruct the City of Leesburg to stop deducting from my wages each month the current normal monthly dues for the Professional Firefighters of Leesburg, Local 2957, AFL-CIO-CLC.

Received in Human Resources:

Date

Employee Signature

Date

Print Employee Name

Appendix “C-1”

CITY OF LEESBURG FIRE DEPARTMENT GRIEVANCE FORM

STEP ONE

EMPLOYEE NAME	JOB CLASSIFICATION	DATE ALLEGED GRIEVANCE OCCURRED
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STEP ONE: (Within ten (10) working day of occurrence of grievance.)

GRIEVANCE PRESENTED ORALLY OR IN WRITING TO SUPERVISOR:

BY: _____ ON _____
Employee's Signature Date

RECEIVED BY: _____ ON _____
Employee's Signature Date

_____ ON _____
Steward's Signature Date

CONTACT PROVISION ALLEGEDLY VIOLATED: ART. ____ SEC. ____

DESCRIPTION OF GRIEVANCE: _____

REMEDY SOUGHT: _____

SUPERVISOR'S ANSWER IN WRITING (Within ten (10) working days from receipt date above.) GRANTED _____ DENIED _____

REASON: _____

PRESENTED BY: _____ ON _____
Supervisor's Signature Date

RECEIVED BY: _____ ON _____
Employees Signature Date

COPIES TO: Employee
Union Official
Fire Chief
Director of Human Resources

Appendix "C-2"
CITY OF LEESBURG FIRE DEPARTMENT GRIEVANCE FORM
STEP TWO

EMPLOYEE NAME	JOB CLASSIFICATION	DATE ALLEGED GRIEVANCE OCCURRED

STEP TWO: (Within ten (10) working days after receipt of reply in Step One.)

Date of reply to Step One

GRIEVANCE PRESENTED IN WRITING TO THE FIRE CHIEF:

BY: _____ ON _____
Employee's Signature Date

RECEIVED BY: _____ ON _____
Fire Chief's Signature Date

DATE MEETING HELD BY FIRE CHIEF WITH EMPLOYEE: (Within ten (10) working days from date received above.)

Meeting Date

FIRE CHIEF'S ANSWER IN WRITING: (Within ten (10) working days from date received above.) GRANTED ____ DENIED ____

REASON: _____

PRESENTED BY: _____ ON _____
Fire Chief's Signature Date

RECEIVED BY: _____ ON _____
Employee's Signature Date

COPIES TO: Employee
Union Official
Fire Chief
Director of Human Resources

Appendix “C-3”

CITY OF LEESBURG FIRE DEPARTMENT GRIEVANCE FORM

STEP THREE

EMPLOYEE NAME	JOB CLASSIFICATION	DATE ALLEGED GRIEVANCE OCCURRED

STEP THREE: (Within ten (10) working days after receipt of reply in Step Two.)

Date of reply to Step Two

GRIEVANCE PRESENTED IN WRITING TO CITY MANAGER:

BY: _____ ON _____
Employee's Signature Date

RECEIVED BY: _____ ON _____
City Manager's Signature Date

DATE MEETING HELD BY CITY MANAGER WITH EMPLOYEE (Within ten (10) working days from date received above.)

Meeting Date

CITY MANAGER'S ANSWER IN WRITING (Within ten (10) working days meeting.)
GRANTED _____ DENIED _____

REASON: _____

PRESENTED BY: _____ ON _____
City Manager's Signature Date

RECEIVED BY: _____ ON _____
Employee's Signature Date

COPIES TO: Employee
Union Official
Fire Chief
Director of Human Resources

Appendix “D”
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INTERNET USAGE

The City of Leesburg’s Internet access is intended to further the business purposes of the City of Leesburg. Except as prohibited elsewhere in this policy, incidental (occasional) personal use of the Internet is permissible.

All information created, sent, or received via the City’s computers, networks, internet access, and/or email system is the property of the City. The City reserves the right to monitor, filter, and/or review, at any time, all internet utilization.

The City further reserves the right to reveal any internet access related information to any party that it deems appropriate. The use of encryption, the labeling of a communication as private, the deletion of a communication, or any other such process or action, shall not diminish the City’s rights in any manner. The City will also disclose internet access information to any party that it may be required to by law or regulation. This may include law enforcement search warrants and discovery requests in civil litigation. All internet access information is part of Public Record, as defined by Florida Public Record law.

Due to the potential for security breaches, employees will not download software from the internet unless prior written approval has been obtained from their Department Head and the Director of IT. For the purposes of this policy, the word software is defined as any executable program, screen saver, animated cursor or background image.

The use of any instant messaging or social networking service is not allowed, unless specifically authorized by the City Manager. Employees will not enter any internet chat rooms or chat channels. Employees will not post any comments or statements on any web page or send any messages to internet newsgroups without written permission from the City Manager.

Employees are responsible for ensuring that their use of the City’s internet access is consistent with City policy and appropriate business practices. Internet sites containing jokes, pornography, sexist material, racist material, defamatory material, obscene material, pirated software, games or any other inappropriate material shall not be accessed. The internet access system shall not be used for any purposes in violation of law or regulation.

Employees should be mindful that internet sites they visit collect information about visitors. This information will link the user to the City of Leesburg. Employees will not visit any site that might in any way cause damage to the City of Leesburg’s image or reputation.

Employees should be aware that much of the material available on the internet is copyrighted or trademarked. Other than viewing publicly available material, users will not use any material found on the internet in any manner without first establishing that use would not be in violation of a copyright or trademark.

IT staff will never ask for an employee's password. Employees will not reveal their passwords to anyone. Violations of this policy should be reported immediately to the Director of IT. Excluding members of IT, no employee will utilize or access internet accounts belonging to any other user.



Appendix "E"

Tobacco Affidavit

I _____ do hereby affirm that I have not been a user of tobacco, tobacco-like products; including smoked and smoke-less tobacco, other smokable products, and electronic cigarettes for at least one (1) year immediately preceding my application for certification as a firefighter, in accordance with Section 633.34(6) Florida Statutes.

All employees hired after October 1, 2017 shall comply with Florida Statute 633.046(6) regarding tobacco products and during their term of employment shall remain tobacco free.

Under the penalties of perjury, I declare I have read foregoing affidavit and that the facts stated in it are true.

Date and signed this _____ day of _____ year _____.

Print Name

Signature

Date

Affidavit

State of: _____

County of: _____

Before me personally appeared the said _____ who says that he/she executed the above instrument of his/her own free will and accord, with full knowledge of the purpose therefore.

Sworn and subscribed in my presence this _____ day of _____
year _____.

My commission expires: _____

Signature Notary Public: _____