AGENDA MINUTES
CITY COMMISSION MEETING
VENETIAN CENTER, 1 DOZIER COURT
MONDAY, JANUARY 24, 2022 5:30 PM

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, January 24, 2022, at the Venetian Center. Mayor Pederson called the meeting to order at 5:30 p.m. with the following members present:

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

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

INVOCATION

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

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

2. PROCLAMATIONS:

A. None

3. PRESENTATIONS:

A. None

4. PUBLIC COMMENTS:

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

Lay Brother, Steven Gerard, stated he was happy to be back in his wonderful vacation area. He handed out information fliers to everyone regarding the progress of the life peace zone in his hometown city of Loraine, Ohio. Loraine, Ohio, decided to move in the direction of becoming a Chartered City and he learned how fifteen commissioners came together to design a new city charter. In the handout provided was a proposed Leesburg Charter preamble covenant language for the Commission's review, which included personhood in the charter language. Personhood in the charter preserves fatherhood, motherhood, and childhood. There are walk for life parades throughout the country and he recently walked in the Tampa Bay/St. Petersburg walk for life parade. He thanked the commission for the opportunity to speak.

5. CONSENT AGENDA:

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

Items pulled for discussion:

5.C.2 = Lease Amendment with Lake County for the purpose of extending the term on the Lake County Sheriff's Aviation Unit Hangar;
5.C.3 = Lease Agreement with Import Sales of Lake County, d.b.a. Bill Bryan Subaru; and
5.C.12 = Interlocal Agreement for Use of Lake County Regional Opioid Settlement Funds with Lake County

Commissioner Christian moved to adopt the Consent Agenda except for 5.C.2, 5.C.3 and 5.C.12, and Commissioner Burry seconded the motion.

The roll call vote was:

Commissioner Connell	Yes
CommissionerRobuck	Yes
Commissioner Burry	Yes
Commissioner Christian	Yes
Mayor Pederson	Yes

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

A. CITY COMMISSION MEETING MINUTES:

1. Joint Workshop between Leesburg City Commission and the Lake County Board of County Commissioners held December 30, 2021

2. Organizational Meeting held January 3, 2022

3. Regular meeting held January 10, 2022

B. PURCHASING ITEMS:

1. **None**

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to apply for, and if awarded, accept the Firehouse Subs Public Safety Grant, for an amount not to exceed $25,000, for the purchase of Personal Protective Equipment (PPE); and providing an effective date.**

ADOPTED RESOLUTION 11,011

4. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Release of the Automatic Statutory Reservation of Petroleum and Mineral Rights under §270.11(1), FLA. STAT. (2018) on property lying in Section 16, Township 19 South, Range 24 East, Lake County, Florida, as described in this Resolution; and providing an effective date.**

ADOPTED RESOLUTION 11,012

5. **Resolution of the City Commission of the City of Leesburg, Florida, amending the Fiscal Year 2021-22 Budget for the General, Stormwater, Greater Leesburg CRA, Carver Heights CRA, Highway 441/27 CRA, Capital Projects, Electric, Gas, Water, Wastewater, Solid Waste, Airport, Building Permits and Fleet Services Funds for the carryovers from fiscal year 2020-21; and providing an effective date.**

ADOPTED RESOLUTION 11,013

6. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing and directing the Mayor and City Clerk to execute a natural gas service agreement between the City of Leesburg and CR 44 Land Investments, LLC, for the purpose of setting forth the terms and conditions under which the City of Leesburg will supply natural gas service to the development referred to as Robuck Ostrander Phase I; and providing an effective date.**

ADOPTED RESOLUTION 11,014

7. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing and directing the Mayor and City Clerk to execute a natural gas service agreement between the City of Leesburg and Lennar Homes, LLC, for the purpose of setting forth the terms and conditions under which the City of Leesburg will supply natural gas service to Phase 2 of the development referred to as Liberty Preserve; and providing an effective date.**

ADOPTED RESOLUTION 11,015

8. **Resolution of the City Commission of the City of Leesburg, Florida authorizing Robert "Bob" Thilmony as the City of Leesburg Designated Representative on the Florida Gas Utility Board of Directors, and James "Jim" Williams as Alternate; and providing an effective date.**

ADOPTED RESOLUTION 11,016

9. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Leesburg Police Department to accept the Edward Byrne Grant (JAG County-Wide) FY 2020 from the Florida Department of Law Enforcement (FDLE) for $8,170.00 to defray costs associated with the purchase of department equipment; and providing an effective date.**

ADOPTED RESOLUTION 11,017

10. **Resolution of the City Commission of the City of Leesburg, Florida, amending the Fiscal Year 2021-22 Budget for the General, Stormwater, Carver Heights CRA, Capital Projects, Gas, Airport, Discretionary Sales Tax, Building Permits, Police Forfeiture and Fleet Services Funds for the First Quarter; and providing an effective date.**

ADOPTED RESOLUTION 11,018

11. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the engagement of the Moyle Law Firm to Act as Interim City Attorney on Utility Issues; and providing an effective date.**

ADOPTED RESOLUTION 11,019

2. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Lease Amendment, between the City of Leesburg and Lake County, Florida, for the purpose of extending the term on the Lake County Sheriff's Aviation Unit Hangar; and providing an effective date.**

DENIED RESOLUTION 11,020

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

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

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Robuck stated he pulled this based on the airport board's comments, which he agrees with. Right now, we only have a ground lease with the sheriff's department. We have had that lease for twenty-four years and that building does not belong to us. The airport board suggested that we get a market appraisal done and give the sheriff's department a twenty-five percent discount based on that appraisal, which is more than fair. We do want to be a good partner, but at the same time, it is not fair for the city to completely subsidize the rest of the county. When the sheriff's office provides services here during Bikefest, we compensate them at a fair market rate. So, we can show that we are a good partner in making sure that we are performing our fiduciary duties as commissioners to the county and to the airport board.

Commissioner Connell agreed with Commissioner Robuck's comments. **Commissioner Christian** wanted to verify if the city owned the building. **CM Minner** remarked that the lease expires next summer in 2023. This is a typical lease where, at the end of the lease, the assets become the city's. It was the city staff's recommendation that we work with the county out of the spirit of cooperation. It is a benefit to the sheriff's department that they park their helicopter in the hangar. They would probably use this facility or Umatilla. Those would be the only two he could think of where they would be able to park. He was unsure of the history of the sheriff's aviation program prior to them parking the helicopter at the airport. In any case, the story is that the county paid about twenty-five hundred dollars to relocate a hangar that was in this spot. Then they decided to deconstruct the hangar that they were in and build a new one. The current hangar is about seventy-five hundred square feet. He estimated the market rate to be between thirty and sixty grand. So, if we give that a corporate rate, it would be in the neighborhood of five dollars and thirty cents, or three-thirty a square foot. Our charge rate would be about five hundred and thirty dollars for about eighteen hundred square feet. That math is about three and a quarter, so three and a quarter times, the square footage of the hangar space for the sheriffs office you would be sitting on a lease of around thirty grand. The city staff is asking for sixteen cents in lieu of eleven cents, which is what they are paying under the current lease and that totals out to be about ten thousand dollars a year. It would be a difference of around twenty-five grand. He understands the airport board's response and the commissioners' response. There is some intergovernmental cooperation going on here. At the end of the day, if the commission chooses to go back and redo the agreement and give another offer to the sheriff's office, we can do that. As a note, if we do nothing this evening, they will still have a year left on their current lease. **Commissioner Christian** wanted to confirm if after next year we become the owners of the building or if we are the owners of the building now? That when the lease is over we would be taking ownership of the building. **CM Minner** replied we would own the building pursuant to the lease next summer. That is when there would be no question about ownership. Let the lease expire and then they have to leave the premises and then the asset becomes the city's. **Commissioner Christian** pointed out that the only reason he is belaboring this point and it has nothing to do with the sheriff's office, but we have had several other leases come before the commission asking for five or ten years more years when their thirty year lease was about to expire and the building was supposed to revert back to the city. A year before the lease is up, the owner comes to the city and asks for more years and the commissioner gives in. We give them more years and we never gain that ownership, which for him is a major problem. When we have an agreement and the thirty years are up, that tenant is paying low rent and in the twenty-ninth year they come in and say give me ten or fifteen more years and we do it. It has nothing to do against the sheriff's office or any other lease that comes in. The city should take that ownership and not be making side deals. **CM Minner** replied that it is a ten-year lease and staff's perspective on that was that it is another governmental agency. We help keep the sheriffs' costs low to provide that service. All fourteen cities in the county benefit from having that helicopter there. It helps Chief Hicks get service when he needs the helicopter and we do not have to wait. **Commissioner Christian** said he had no problem with the price. His issue with this is that if we do this tonight and go another ten years, the city will not be taking ownership for another ten years. **CM Minner** responded that would be correct. That is how it is written. **Mayor Pederson** wanted to verify if the city would be taking ownership in ten years. **Commissioner Christian** responded that we cannot take ownership until the lease expires. If we extend the lease for another ten years, instead of taking ownership next year, we would have to wait another ten years. **Mayor Pederson** thanked him for the clarification. He struggled with this one, so he spoke with some of the airport advisory board members. He greatly appreciates the sheriffs being there. The airport advisory board members talked about treating everyone equally, and he was starting to come around to that. However, this is a government agency and he likes having them there so he could support it for another ten years. **Commissioner Christian** said, in this case, we have people who say in the year two thousand and eighteen the city will take ownership. We have had years of discussion, appraisals and debates on ownership. In year twenty-nine of their thirty-year lease, the owner will come to the city and say give me thirty more years on my lease and we sign thirty more. So, instead of only having one more year and allowing the city to take ownership, as in this case, next year, we will take ownership of this facility. If we wait and go ten years from now, none of us will be here, because we will all have termed out. New commissioners would then come to struggle with not just this building but with any building where we extended the leases and do not take ownership. When we take ownership, we would still tell the occupants they could pay rent. We have just become the owner of the building as opposed to the person that gets the lease. He has no problem with the sheriff's department being there and he has no problem with the price recommended, he just thinks that the city should take ownership of the building and continue to lease the building to the sheriff's department at whatever rate we decide. **Commissioner Robuck** added the city has done that in the past but we stopped doing that. When Commissioner Hurley was elected to the commission, he was the one who really pushed for the extensions to be at market rate. Since he has been on the commission, even if we have not taken ownership, we have forced the leaser to go to a market rate per square foot. **CM Minner** stated that since he has been the city manager, we have forced leases to come up to market rate except for the sheriff's proposal which is before you. **Commissioner Robuck** stated the percentage is appropriate, but asking the commission to completely subsidize all thirteen cities, that is where he has the issue, because that burden should be shared. We get a little bit of a benefit from it being here, but it is too much. We also need to understand that the airport board and the airport are their own fund. These funds go to the airport for use in improving the airport, which the sheriff's office certainly benefits from all that repaving and everything that goes on there that has to be funded from airport revenue, which they are currently not contributing to.

Commissioner Robuck made a motion to amend the resolution to include having city staff do an appraisal and negotiate with the sheriff's office on a twenty-five percent discounted rate to whatever the market rate is, and Commissioner Connell seconded the motion.

Commissioner Connell wanted to expand on that because each commissioner has an appointee to the airport advisory board and they should take their recommendation into consideration. If we do not trust their opinions, then we should not appoint who we want to appoint to that board. We need to take their recommendation into consideration. He agrees that we should give them a discount and the advisory board came up with an appropriate solution at twenty-five percent and that is good for a governmental agency. He agrees with Commissioner Robuck that we should not be supplementing the rest of the cities in Lake County. The City of Leesburg should not be eating the costs. This is an appropriate motion and a great recommendation from the advisory board.
Mayor Pederson wondered if the commission would consider a fifty percent discount and meet in the middle. **Commissioner Connell** stated he would not go that high. **Commissioner Robuck** said he did not know their exact budget and wondered if the city manager might know what the sheriff's budget was for the year? **CM Minner** replied that he did not know what the sheriff's budget was. **Commissioner Robuck** said the idea of thirty grand is not going to kill them or seventy-five percent of thirty grand. We have to keep the number in perspective that we are talking about and we are not asking for millions of dollars. **Commissioner Christian** remarked he was baffled by the fact that a year was not going to get us to a place of taking ownership. **Commissioner Robuck** pointed out that for him, if they are not going to pay market rent, then the city needs to take ownership. If they are paying market rent, then he does not care. **Commissioner Christian** agreed. He sees where he is coming from, from that standpoint. **Commissioner Connell** wanted to clarify that when the lease comes due in June 2023, the rate would kick in and the city would take ownership as stated under the current contract, until the next lease comes

due next June. **CM Minner** answered that he is unclear about the ownership portion of this. To answer the question, the current lease ends in 2023. Should the commission do nothing, the asset becomes the city's and then to charge what we think is fair market value. Now, with the fair market, instead of it just being a land lease, it will become a building and a land lease. Typically, it is around three to four dollars a square foot. That is significant versus sixteen cents, which is the current discussion. The current proposal increases their rent from eleven cents a square foot to sixteen cents a square foot. It would go into effective next summer and be for ten years. At the end of that lease, the city would be able to talk about a fair market value and ownership of the building. This lease would give them a significant discount, it keeps the maintenance and those types of things in their court. It would keep the city from having control of the market value of that building. Approving this lease would give away the city's right to capture market value at the end of the current lease. The intent of city staff was to give the sheriff's office a cut and a break. **Mayor Pederson** stated Commissioner Robuck's proposal is to have that building valued between now and June of 2023 and discounted at twenty-five percent. **Commissioner Robuck** responded that he does not think we need to wait until June of 2023. He would be happy to go ahead and do it now.

CM Minner stated the county might say okay we will stick with our great lease until 2023. They came to the city early and we tried to help them out. If the answer back to them is no, they should be treated like everyone else. They will take that answer and either accept the early deal or take no deal and go somewhere else. At this point, he recommended killing the amendment on the floor and not doing anything. If the direction and consent of the commission is to go back and negotiate terms for a new lease and for them to continue serving out the remainder of the lease, that is the message he will send.

Commissioner Robuck withdrew his amendment to the motion because they would not approve it a year early. The direction would be for staff to go back and renegotiate and talk numbers. **CM Minner** pointed out for clarification that Commissioner Robuck withdrew his amendment and the original motion is on the floor. It looks like directions have been given for staff to go back and negotiate with the county.

The roll call vote was:

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

No yeas, five nays, the Commission denied the resolution.

3. Resolution of the City Commission, of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Lease Agreement, between the City of Leesburg and Import Sales of Lake County, d.b.a. Bill Bryan Subaru; and providing an effective date.

ADOPTED RESOLUTION 11,021

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

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

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Robuck stated he brought this one up for the same reason. He agrees with the airport board on this one too. He went back and pulled the original lease. The original lease was with Johnson Motors back in 2004 and Bill Bryan bought it from them. In 2006, Bill Bryan approached the city about doing a buildout project that was going to be about two-million dollars. At that time, the city offered to give them half of their months' rent back in the form of a buildout allowance for fifty-four months. The figures he came up with were about two hundred and ninety thousand dollars. In terms of the roof, to him, unless he is missing something that should have been dealt with at that time of the buildout. We already gave them credit for that buildout, so that would make that an empty point. Then, to go further on the incentives we have done, in 2010 they came to the city and said they were in a recession and asked for help. The city gave them a reduced rent rate between 2010 and 2017, which again, by his rough calculations, was an additional four hundred and forty thousand dollars over that time period. Based on where we are today, if that had not happened, we would not have missed out on some CPI years there. All that being said, they are good tenants and he would like to keep them here. He knows they spent money on the roof and he does not have a problem with them coming to the city saying they spent money on the building and that their lease is going to expire in 2026 and that they need a few more years to make those types of decisions. Other than extending the term at market rent, he cannot support anymore discounts.

CM Minner made it a point of discussion and before the commission made amendments to the motion, Commissioner Robuck's points are correct. The city staff's perspectives are that we think this is a lease at market rate and it solves the issue of the roof. From his perspective, this is what happened. During the summer, Subaru came to the city and said they needed fifty-five thousand dollars and the city asked why. They responded because they fixed the roof; it was leaking. The city asked when the roof was fixed? They responded about two years ago. The city inquired why they did not provide a bill then. They said they were busy working on other improvements. They also stated that they have put about one-point five million dollars into that facility since they have had it. Long story short, they went back and forth trying to figure out who was responsible for the roof repairs. The city's position was it was not ours and Subaru said it was the city's because the lease says we would provide a watertight facility, and there lays the problem. The first issue is, we have an old lease with Subaru. Many of the leases have holes in them and we have been having discussions about when they are renewed, about the rates becoming more favorable to the city. Part of Subaru's issue was that they are part of one of the old leases that has not gone away and it has amendment, upon amendment, upon amendment. When we were working on this before, Fred Morrison, before he passed, was of the opinion and direction that this was a horrible lease and that it needed to be rewritten so that these issues could be cleared up. There have been all sorts of amendments and language changes that complicate the issue that we are now arguing over, which is who is responsible for the fifty-five thousand dollars to pay for the leak in the roof. The city took advice from Fred Morrison. We sat down with Subaru and asked if they wanted to purchase the facility. Instead of arguing about who fixed the roof, we said how about we just sell the building to you at whatever the fair market value is on the facility and discount it for the roof repair. The answer we got from that meeting was go ahead and see what fair market value was. That was in August. Come September or October, we received the appraisal back and it was two-point seven million dollars. The city offered two point seven million minus fifty grand. Subaru rejected that offer as quickly as it came out. They offered one-point five million in return and the city said no. That left them with a one million dollar impasse that neither party was going to bridge in that meeting. Moving on to phase two, redoing the lease. We could continue at the current rate, which is about twelve thousand dollars a month, which makes this a six-figure lease annually. That is pretty close to the market rate. To make up and fix all the wrongs of the past, the city is proposing a five-year lease at the current rate. We get to fix the lease, get it up to speed, get the ambiguity out, and then all the ownership falls to Subaru for the facility. They would be responsible for fixing them and in the end the city gets everything, which is what is before the commission. If the commission approves this lease, they maintain the current rate at twelve thousand dollars a month for the next five years. Then the CPI goes up every five years thereafter. If you add that up over the twenty-year term, it is two-point eight million dollars of revenue to the city. That is two point eight million dollars versus the appraisal at two point seven, so that is pretty close to the market rate. Now, back to Commissioner Robuck's perspective of back in the day. We suspended them and the actual amount that was discussed was about seven hundred and fifty thousand dollars of discounts that they received. Therefore, go make a new lease. Now, with that information and the reaction from the airport advisory board, he thinks this is pretty close to the market and the existing lease ends in 2026. This may be another one, where if the commission does not like the deal before them that came from city staff to address the issue of the roof, then the appropriate thing to do is nothing. Lets see where the next three years go. If this is turned down and nothing is done, we will revert to the existing lease and let that serve out. Subaru will get the message that we are not fixing the roof, and at the end of the term we will be asking for different numbers. **Commissioner Robuck** stated that without doing a study we would not know what the market rate is. If we just took the twelve thousand dollars they are paying now at the beginning of the lease in 2006 and just put CPI on it every year, it would be fifteen thousand dollars, so you could argue that they are already getting a bit of a deal. If we go with a new lease, that might change. For him, he does not want to see another lease from anyone that does not have CPI at least every other year, because this five-year thing has him fired up. **Mayor Pederson** said he did not like going out for twenty years, because who knows if we need the airport for growth reasons? He would go ten years, with a five and five. He agrees with Commissioner Robuck that all commercial leases today are indexed annually. He may go two years and then start indexing, but they need some sort of CPI index annually. **Commissioner Christian** mentioned that this building must have been in bad shape when they acquired it, but we need to make sure we get as much as we can at the market rate. He does not want to push someone out of the airport, but he thinks we have been pretty good with this dealership. He knows the building was not the best when they acquired it and they put over a million dollars into it, but the city has been pretty fair to them throughout the years and we would continue to be in years to come. He does not know why they would think we would not be fair with them moving forward. Maybe a new lease would give the city better language so we would know what an airtight/watertight building is, so we are not debating about who fixes the roof at fifty thousand dollars on a two-point seven million dollar building. He has experienced this himself when he did appraisals. You pay for an appraisal and then the person looks at it like it is not worth anything, yet we just handed someone two to three thousand dollars to do that appraisal. You have to do the appraisal and you have to accept it. The city just paid a couple thousand dollars for the appraisal, so for him that is not very good business practice from Subaru when negotiating with the city. We are trying to be fair and it is hard for us to be fair when you do not accept the appraisal. He hopes we can get as much as we can on a monthly basis because we have been fair to Subaru**.**

Commissioner Connell asked if Mr. Reisman from the airport advisory board could provide a brief summary of the advisory board's opinion. **Alan Reisman**, Airport Advisory Board chairman, stated that, per their current lease, it does not expire until 2026. They also have a five-year renewal on that, so technically, they could go out until 2031. If the commission were to approve the new lease, that lease would push them out until 2041. If that lease were to be approved they are asking for the current rate to stay for the next five years to recoup the cost of the roof. The board's opinion was to deny this and keep it as is. **CM Minner** said the advantage is that we have a good lease written in our favor. We have it in five year increments at the same rate and we are locked into fixing the lease. Plus, we would be putting the roof problem to bed and we would be getting a little more money. If we do not do the deal, we have to finish off the term, which is 2026, and then they get an automatic renewal that brings them to 2031. You really are not renegotiating with them until 2031 at the current terms. If you do not make this deal tonight, we will just stick with the bad lease until 2031. **Commissioner Robuck** mentioned that with the CPI we are currently getting that every year or every other year, on the current lease. So we are already getting a better deal than what they are proposing. **Airport Manager (AM Dean) Tracey Dean,** stated the new lease is every other year and not five years. The renewal options are five year increments with the CPI being bi-annual. **Commissioner Robuck** wanted to clarify that it was not in the first five years. **AM Dean** agreed, it would be after the first five years. **Commissioner Robuck** asked in the current contract if the CPI was every year or every other year. **AM Dean** stated that it was every year. **Mayor Pederson** mentioned that the current lease was better from that standpoint. **Commissioner Burry** agreed that one is better for the city. **Mayor Pederson** apologized and said his confusion was that he thought it expired in 2026. He missed the five-year extension option. **CM MInner** remarked that the current lease is better assuming that we do not get caught up in litigation over the roof. **Commissioner Burry** asked about the increase in CPI. How long would it take for us to pay off fifty thousand dollars if we had to pay for the whole roof? **CM Minner** said that was the whole reason for no increase in the first five years. **Commissioner Robuck** pointed out that there would be four-point eight percent this year at one hundred and thirty grand. **Commissioner Christian** stated if we went with a new lease and just input the CPI biannually like it is now, because we do not have to accept every five years with no increment. We could make a proposal for the new lease and do the CPI on the new lease and not give them the five years at no cost or raise of rent. **Mayor Pederson** stated a new lease should benefit both parties, it needs to benefit the city and the dealership. He thought the current lease expired in May of 2026. He would still do the ten-year deal with the CPI indexed to get the new lease, which benefits both parties. **Commissioner Christian** asked the city manager if he thought they would accept the CPI in the first five years. **CM Minner** replied he did not know. Maybe if they say no to what is before them, their negotiation strategy would change. **Commissioner Christian** wanted to clarify the condition of the building and there have been one-point two million dollars of improvements over the years. Now, they want a new lease which would give them fifteen years? **CM Minner** stated the new lease would be five years with three renewal options for a total of twenty years. **Mr. Reisman** mentioned that he was not sure if that was added in to the cost, but the airport just repaved that whole parking lot. That was paid for in full by the airport. **Mayor Pederson** wanted to make sure in the new lease that Subaru would be entirely responsible going forward. **Mr. Reisman** replied that in the new lease everything moving forward would be on them. **Commissioner Robuck** said they have been a good tenant in terms of investing out there because he does not have a problem giving them twenty years, which is really an extra ten years. They currently have ten more as long as we get our annual CPI and we fix the language, they get the extra ten years. **Mayor Pederson** wanted to make sure that the airport did not think we would need the land in the next twenty years. **Mr. Reisman** responded that it would be hard to do anything aviation related unless it was an aviation business that did not need airside support. If they approved the new lease and the CPI, what would they do about the roof reimbursement that they are asking for? **Mayor Pederson** replied he would not support that. **Commissioner Robuck** agreed that they should eat the cost of the roof. They already spent that money a couple of years ago. **Mayor Pederson** added that it was pretty fair trade for the discounts they received during the recession. **Commissioner Robuck** added that at the end of the day they could just walk away. However, Jenkins just paid the city a large amount of money for raw land. **CM Minner** stated they paid two-point two million dollars for seven to eight acres of land. **Commissioner Robuck** stated there would be no shortage of buyers for that place. **Commissioner Christian** pointed out that if the city manager is not comfortable amending this with the CPI, then his support disappears. He would have to go back and renegotiate and bring back a new lease with the CPI indexed. **Commissioner Robuck** asked if he would prefer to start from scratch or have the commission amend the motion. **CM Minner** wanted to clarify if they were amending it to a ten-year lease? **Commissioner Robuck** replied that they would amend it so it would stay twenty-years, but the CPI would be every year along with Subaru accepting responsibility for the roof. **Mayor Pederson** said the new lease provides that they are completely responsible for the building. **CM Minner** questioned if it would be a twenty-year lease? **Commissioner Robuck** said the lease would give them until 2041. **CM Minner** wanted to confirm that the new lease as they wrote would still fix the old stuff and the term would be ten years, with two five-year renewals, with annual CPI increases. He also wanted to confirm that they would be paying the same as this year to start the new lease. **Commissioner Robuck** said yes, but it would go up by CPI every year. **CM Minner** said if they want to amend that and approve it, he would take it to them and see what their thoughts are. **Mayor Pederson** thought the request was for five years with three five-year options. That was their request. **Commissioner Robuck** apologized and said five years with three five-year options, that was a good point. He thanked the mayor for pointing that out. It would be five years with three five-year options. **CM Minner** stated if they are amending it that way and if it is approved, he would take it to Subaru to see if they would sign it.

Commissioner Robuck made a motion to amend the CPI increase to every year, and that they accept responsibility for the prior repairs done, and that they cannot come back to the city for those. All other language stays the same and Commissioner Christian seconded the motion.

Commissioner Connell asked about the proposal that is on the table and any future repairs. Would that be one hundred percent on them? **Mayor Pederson** stated that is how it would be written in the new lease. **Commissioner Connell** wanted to make sure they could not come back to the city and say they wanted us to fix their HVAC system. **Mayor Pederson** replied that his understanding is that the new lease will have everything in it. **CM Minner** stated that the new lease changes the language issues, so if their HVAC blows up they would be responsible for fixing it. **Commissioner Connell** asked if we would have any out of pocket expenses at all over the next twenty years or if we would have to make any improvements to this building? Also, he wanted to verify that the starting rent was twelve thousand dollars a month. **CM Minner** said yes and then it would go up annually by the CPI. **Commissioner Connell** questioned if the total term of the lease would be twenty years? **Mayor Pederson** said they would have a twenty-year lease. It would be a five-year lease with three options to extend five-years. **Commissioner Connel**l stated that he understands that they have until 2026 with a five-year option, so that puts it at 2031. Would we be adding ten years to that? **Mayor Pederson** replied his understanding is that we would be redoing a whole new lease today. That would be a five-year lease with three five-year renewal options. **Commissioner Connell** asked if the existing lease would completely go away? **CM Minner** stated yes and the new lease would potentially take them to 2042.

The roll call vote on the Amendment was:

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

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

The roll call vote as amended was:

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

Five yeas, no nays, the Commission approved the resolution as amended.

12. Resolution of the City Commission of the City of Leesburg, Florida, authorizing and directing the Mayor and City Clerk to enter into an Interlocal Agreement for Use of Lake County Regional Opioid Settlement

Funds with Lake County, a political subdivision of the State of Florida; and providing an effective date.

ADOPTED RESOLUTION 11,022

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

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

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Connell asked if the city manager could provide an overview. **CM Minner** stated back in the summer it was either through the State or through the Attorney Generals Office, but there was about twenty-six billion dollars awarded to counties and cities for opioid abuse where, essentially, manufacturers of opioids have to pay into this class action suit. The take that Leesburg actually gets from that class action suit, if we accept the settlement perimeters, is about thirty grand a year. The bottomline is, we cannot do a whole lot with thirty grand. The money is supposed to be spent on a drug court. The drug court is another way to address drug use, education, and treatment. It is those types of issues that help curb drug use. While this lawsuit was going on over the summer, different cities from around Lake County were facing the same issue and if everyone accepted the settlement from the class action suit, everyone would get a certain amount of money, but every city individually would not be enough. It really would not serve a purpose for drug addiction, education, and treatment, those types of things. Lake County wide is due to receive about eight million dollars over the same term that we are, so that is about a million dollars a year over the next few years. So, that then becomes enough money to hire folks to administer a drug court and it would benefit from what the class action suit was intended to do. He believes Mark Johnson from Minneola had a little bit to do with brainstorming the concept and for getting everyone to buy into it. The county has accepted responsibility for running and managing the court. They drafted the interlocal agreement that is before you, which basically says that the City of Leesburg will accept our class action opioid money. We will then give it to the county for the county to run a drug court with all the other municipalities that signed on. The City of Leesburg really suggested that this is a good use of the funds and we would say that we do not have the expertise or the time to take on the thirty grand. His recommendation is to take our lawsuit money, let the county use it in conjunction with the other cities, and try to form an effective drug court. **Commissioner Burry** commented he believes Marion County has this type of court and they are similar in our demographics. It would certainly be a more effective use of the money than us trying to do something with it. He is in agreement that this would be a good idea.

The roll call vote was:

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

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

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

COMPREHENSIVE PLAN INFORMATION SIGN-UP SHEET (YELLOW) AVAILABLE

A. SECOND READING OF ORDINANCES:

1. None

B. FIRST READING OF ORDINANCES:

1. An Ordinance of the City of Leesburg, Florida, amending the boundary lines of The Village Community Development District No. 14, Pursuant to Chapter 190, Florida Statutes; and providing an effective date. (VILLAGES CDD 14)

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

Mayor Pederson informed the public that this item would be held over for a future meeting.

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 November 2021

Mayor Pederson asked if there were any comments on this item. There were none offered.

8. CITY ATTORNEY ITEMS:

CA Vasquez had no items to comment on tonight.

9. CITY MANAGER ITEMS:

A. Confirmation of Airport Advisory Board appointees

CM Minner stated he wanted to briefly go over the confirmation of the airport advisory board. Typically, the airport advisory board serves at the commission's pleasure. The commission gives notice to the city clerk about who you want to appoint and this is usually done at the organization meeting. Unfortunately, this year we overlooked that due to the schedule we already had for the organizational meeting. Since that meeting, the city clerk sent out emails and everyone has responded back. No one needs to confirm because it is all in writing, but for formality purposes everyone has reappointed the same board member. Commissioner Burry reappointed Tweet Coleman, Commissioner Christian reappointed Fred Griffin, Commissioner Connell reappointed Alan Reisman, Commissioner Robuck reappointed Byron Oldham, and Mayor Pederson reappointed Bo Wroten.

The next issue he would like to bring up goes back to growth and development. He received a phone call from the Fruitland Park City Manager, Gary La Venia. They have been going through quite a bit of growth which has impacted some of the unincorporated streets, and their primary concern was CR 468. At one of their city commission meetings, the city commission instructed the city manager to write a letter to the county getting them to maintain and do something to improve the county's road network. Their request was to have the city manager contact the City of Leesburg to see if we would join in on that letter to the county so that the county is onpoint to manage and make some improvements to the road network that has been affected. CR 468, obviously, is one for us as well, with Tara Oaks and some of the stuff that is coming into that area. Fruitland Park also has another subdivision they approved on that border. He wanted to bring this up and get some input from the commission on whether they would like him to join in with Fruitland Park to review the letter and add the city's name to it. He is sure they would like to see what is written in that letter as well. If the answer is yes, he would get back to Fruitland Park and have them send him a copy of the letter.

Commissioner Christian asked if he knew how far they were talking about going on CR 468. Are we looking at going all the way to Main Street? **CM Minner** replied he thinks their intent was to take it all the way to Main Street. Fruitland Park was saying they needed to take care of CR 468 in Fruitland Park so that it would be between Miller Boulevard and CR 468, right before Griffin Road. We would need to jump on that and say not to stop at Griffin Road and that they needed to take it all the way up to Main Street/Dixie Avenue. We find there to be a couple other streets affected in Fruitland Park as well as the City of Leesburg that need to be added. We sign the letter and send it to the county.
Commissioner Christian remarked that anything the county could do in the City of Leesburg would be good. He does not have a problem with that. **CM Minner** said he would get back to the City of Fruitland Park tomorrow. Once he has the draft letter and adds his input to it and they both mutually agree to the letter, he will forward it to the commission.

The last issue is the recruitment process for the city attorney. We put notices out in the market place around the end of December that we were recruiting a new firm/person. That recruitment process ends this Thursday the 27th. At that time, he asked that they look at their emails because they would be receiving an email from the Purchasing Manager, Mike Thorton. He will be sending a proposal in PDF for each of the proposals. There will be an electronic review sheet that needs to be filled out for each of those proposals. All the work can be done online and sent back to Mike Thorton; he will review it and collect all that information. If you can have that done by Tuesday February 8th, they will catalog all that information, rank and prioritize it. They will bring that back to the commission so they can have an initial review of that information and decide who they would like to talk to and possibly bring in as the new city attorney. He believes that they could begin this process at the February 28th meeting. At that time, you may want to interview candidates or you may want to interview candidates inbetween on an off schedule, which could be advertised for. It is really the commission's pleasure of how you want to move forward with the interviewing process. However, we can cross that bridge at the next meeting after the ranking completion. No later than the first March meeting we should be ready to move forward with a contract.

10. ROLL CALL:

Commissioner Christian stated there are times he drives through the city when he sees movement happening and there are signs going up. Constituents call and ask what is going on and what is being built on CR 33 or US 27 and they have no idea what is being built. The City of Groveland has a good interactive map. They call it a development activity map, where residents can go to the website and hit on a block and it actually tells them and gives them a picture and layout of the site plan. It will tell them what is happening in their own community. He thinks it would be good if our residents could, instead of calling us and having us call the city manager to ask him what is being built next to the Dunkin Donuts on US 27, because we have a lot of activity happening in Leesburg. It would be good for our residents to have an interactive map to see what is happening in their neighborhood. The City of Groveland has a good example that we could go off of. That is the one he looked at a couple of weeks ago. He knows sometimes you get a letter in the mail that says something is being proposed next to you but it does not provide a lot of detail. This way, you could just go to the map and see what is happening. He wanted to make that strong recommendation to look at updating our website so that people could see what developments are happening in the City of Leesburg.

Commissioner Burry commented on the website. When looking for the agendas, it still says as of October 2020 you have to go to a different website. He asked while looking at upgrading, could we look at getting that updated too? He mentioned that he has been on this commission now for one year and he is really pleased with the work they have done. It has been a pretty big learning experience for him. A lot more than he really realized it was going to be. He wanted to especially thank the city manager and staff for helping him understand and work to be an effective member of the commission. It has been a pleasure working with everyone, especially in the area of development. That was not something he did professionally at all, so it was a big learning experience. He also wanted to go on the record to say he is a big fan of what we just did in South Leesburg, but he is not a big fan of more dense development than what was just approved. He likes some of the aspects that the county brought forward. He really was not aware of things like greater open space in those developments and buffers. He thinks that is a good thing. Dark sky lighting and light pollution is something that we are lagging here and we need to get back to that. Also, it was brought up to him that we are part of the tree city and have been in the past. In some of these developments we could put some requirements to plant trees in every lot. It would be little things like that he would be looking for. He wanted to make everyone aware of what he would be looking at when these things came forward.

Commissioner Robuck commented he was glad to see us sending a letter to the county for as many as we have received from them. They are going to think we do not like them if we do not send something back. He was hoping in the next couple of meetings we could get an update on the Sports Incentive Program and if we have had anything come in from that. He would really like to know how that is going. Also, he would like an update on where we are with the Arlington Ridge drainage. He saw that we moved some money around in the budget. **CM Minner** replied that we have started that project. **Commissioner Robuck** wanted to make sure that we were able to get all the releases. **CM Minner** replied that we received all but one.

Commissioner Connell had no comment.

Mayor Pederson wanted to bring up the Downtown Master Redevelopment Plan for the new commissioners. We were making progress on that, we had gone through it and a report had been done. The community met with us and they provided us with feedback. We even had some limited discussions here at the commission level and then COVID hit. We made the right decision and we put it on hold. He wanted to put it to the front and center and get us thinking about it again. We should priorize what is important as a commission so we can get it into the budget process this summer. He talked to the city manager and he mentioned bringing it up in the comments. He would like to get more serious about this during the budget.

11. ADJOURN:

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

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

The meeting adjourned at 6:33 p.m.