

**AGENDA
CITY COMMISSION MEETING
VENETIAN CENTER, 1 DOZIER COURT
MONDAY, FEBRUARY 22, 2021 5:30 PM**

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS

3. PRESENTATIONS

A. Certificate Recognizing Madison Rowland

4. PUBLIC COMMENTS:

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

5. CONSENT AGENDA:

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

A. CITY COMMISSION MEETING MINUTES:

- 1. Regular meeting held February 8, 2021**
- 2. Regular meeting held December 21, 2020**
- 3. Regular meeting held December 14, 2020**

B. PURCHASING ITEMS:

1. **Resolutions authorizing execution of task orders with Booth & Associates, LLC for professional engineering services related to substation transformer replacements by the Electric Department.**
 - a. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Task Order with Booth & Associates, LLC to provide design services related to the transformer change-out at Picciola Substation Transformer #1 for an amount not to exceed \$109,705.00; and providing an effective date.**
 - b. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Task Order with Booth & Associates, LLC to provide design services related to the transformer change-out at Center Substation Transformer #2 for an amount not to exceed \$109,705.00; 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 an Amendment One with Halff Associates, Inc. (fka BESH, Inc.) approving assignment of the Agreement and renewing the Agreement through September 30, 2022; and providing an effective date.**

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida, enacting revised Rate Schedules for rental lighting and municipal lighting services, to add rates for newer LED fixtures now available; nullifying any previous Rate Schedules for these services; 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 an Agreement with Kimley-Horn for Planning Review Services; and providing an effective date.**
3. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the City Manager and City Clerk to execute a Lease Agreement between Bases Loaded Consultant Group and the City of Leesburg for office space at the Leesburg Business Incubator for a three-year term; 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 an agreement with Lake County to approve terms set forth in the Tourist Development Sponsorship of the BIG 10 Softball Tournament; and providing an effective date.

- 5. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute the Community Development Block Grant Program Sub-Recipient Agreement and Declaration of Covenants Restrictions between the City of Leesburg and Lake County Government for construction of the Leesburg Teen Enrichment Center; and providing an effective date.**

- 6. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Liberty Preserve, a subdivision of the City of Leesburg, Florida, being a portion of Section 10, Township 19 South, Range 25 East, City of Leesburg, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Liberty Preserve Plat)**

- 7. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the City Manager to disperse an additional \$169,687 of Cares Act funding; and providing an effective date.**

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

A. SECOND READING OF ORDINANCES

- 1. None**

B. FIRST READING OF ORDINANCES

- 1. An Ordinance of the City of Leesburg, Florida, implementing the will of the Electors of Leesburg as expressed in a Referendum approving the Amendment of Article I, Sections 8 and 9 of the City Charter, to Create Five (5) Single Member Districts for City Commissioners; establishing new District boundaries based on updated Census information to as to create Districts which are reasonably compact and roughly equivalent in population; establishing a staggered schedule for the Election of Commissioners from the various New Districts; providing a savings clause; repealing conflicting Ordinances; and providing an effective date.**
- 2. An Ordinance amending the comprehensive plan of the City of Leesburg, Florida, changing the Future Land Use designation of certain property**

containing approximately 4.87 acres, from Institutional to Low Density Residential, for a property generally located west of Lee Street, south of West Line Street and east of Perkins Street, as legally described in Section 26, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (*Lee Street Village FLUM*)

3. An Ordinance of the City of Leesburg, Florida, amending the development conditions on a SPUD (Small Planned Unit Development) zoning on approximately 4.87 acres, to allow for residential development for a property generally located west of Lee Street, south of West Line Street, and east of Perkins Street, as legally described in Section 25, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (*Lee Street Village SPUD*)
4. An Ordinance of the City of Leesburg, Florida, amending the City of Leesburg Comprehensive Plan to establish criteria for a Historic District Density Bonus, based on certain criteria, establishing appropriate policies to ensure compatibility, providing for conflict with other ordinances, providing a savings clause; and providing an effective date. (*CPTA Historic District Density Bonus*)
5. An Ordinance of the City of Leesburg, Florida, amending the City of Leesburg Land Development Regulations by establishing criteria for density bonuses in Article IV – Section 25-292 *Supplemental District Requirements*; providing for conflict with other ordinances, providing a savings clause; and providing an effective date. (*Historic District Density Bonus Chapter 25*)

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. NONE

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. ROLL CALL:

11. ADJOURN:

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

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

**AGENDA MINUTES
CITY COMMISSION MEETING
VENETIAN CENTER, 1 DOZIER COURT
MONDAY, FEBRUARY 8, 2021 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting Monday, February 8, 2021, at the Venetian Center. Mayor Christian called the meeting to order at 5:30 p.m. with the following members present:

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

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

INVOCATION

Commissioner Jasper gave the invocation followed by the Pledge of Allegiance to the Flag of the United States of America at the Carver Heights/Montclair Area Community Development Agency meeting immediately prior to this meeting.

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.

There were no public comments.

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:

Commissioner Pederson moved to adopt the Consent Agenda except for items 5.B.2, 5.C.6, and 5.C.7 and Commissioner Burry seconded the motion.

The roll call vote was:

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

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

A. CITY COMMISSION MEETING MINUTES:

- 1. Regular meeting held January 25, 2021**
- 2. Regular meeting held January 11, 2021**

B. PURCHASING ITEMS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Fixed Unit Price Agreement with Otto Environmental North America, Inc. for the purchase of poly roll-out refuse containers on an as needed basis; and providing an effective date.**

Resolution 10,798

3. **Purchase request by the Information Technology Department for the purchase of additional battery cabinets/battery capacity at the data center located in the Leesburg Municipal Services Center building.**

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Natural Gas Service Agreement between the City of Leesburg, Florida, and Leesburg Development III, LLC; and providing an effective date.**

Resolution 10,799

2. **Resolution of the City Commission of the City of Leesburg, Florida authorizing a change of authorized Signatories on all bank accounts at SunTrust Bank N.A.; and providing an effective date.**

Resolution 10,800

3. **Resolution of the City Commission of the City of Leesburg, Florida authorizing a change of authorized Signatories on all bank accounts at TD Bank; and providing an effective date.**

Resolution 10, 801

4. **City Commission approval of the budget calendar for Fiscal Year 2021-22, which includes dates for Commission workshops.**
5. **Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Spring Creek, a subdivision of the City of Leesburg, Florida, being a portion of Sections 13 and 14, Township 20 South, Range 24 East, City of Leesburg, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Spring Creek Plat)**

Resolution 10,802

2. **Purchase request by Public Works for repairs to the Venetian Gardens Ski Beach restroom by Johnson-Laux Construction for an amount not to exceed \$119,942.53.**

APPROVED ITEM 5.B.2

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

Commissioner Robuck made motion to approve the purchase request and Commissioner Pederson seconded the motion.

Mayor Christian requested comments from the Commission and the audience.

Mayor Christian requested further explanation regarding the insurance portion. **CM Minner** stated the total cost for reconstruction to the restrooms is \$118,900.00 and it is all covered by insurance. **Mayor Christian** remarked that he just wanted that put on public record.

Commissioner Pederson inquired as to the cause of the fire. **CM Minner** remarked it was arson, there was a trash can someone lit on fire which spread through the porch area and back through the roof structure. **Commissioner Pederson** pointed out that there was another incident with the restrooms in Venetians Gardens and he thought the city built this one where nothing would burn. He inquired if there was a way to build them where nothing could catch on fire. **CM Minner** responded that was discussed when they built the restrooms and part of those discussions were to try and keep the restrooms attractive so that they did not do the modular type of things. They looked at metal and concrete structures and his recommendation at that time was to go with more attractive structures. Now he is not sure he would recommend that in the future, but at the end of the day, cost for cost, we get a nicer facility. **Commissioner Pederson** commented that it is a nice looking building, but he thought the last one was concrete.

Mayor Christian asked if the city was going to install cameras at any of these locations. **CM Minner** answered that IT is currently working on that issue. **Mayor Christian** added that he thinks that would make everyone feel safer. He likes the fact if we are going to invest this kind of money at Ski Beach or anywhere in Leesburg, that we should install cameras and we should prosecute the people that do these types of things. It would help eliminate some of the vandalism and arson and it would teach people that if you destroy property there are consequences.

The roll call vote was:

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

Five yeas, no nays, the Commission approved the purchase request.

6. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the City Manager and City Clerk to execute a Lease Agreement between Bases Loaded Consultant Group and the City of Leesburg for office space at the Leesburg Business Incubator for a three-year term; and providing an effective date.**

TABLED RESOLUTION

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

Commissioner Robuck made motion to approve the resolution and Commissioner Pederson seconded the motion.

Mayor Christian requested comments from the Commission and the audience.

Commissioner Robuck asked if they could get more information on the type of business moving in, what they do, or any background information on them. **CM Minner** stated that the Chamber of Commerce would have that information. **Commissioner Robuck** stated that he had contacted the Chamber and they said no. **CM Minner** replied he does not have that information, but he did receive the information from Danielle Parker at the Chamber and this is a standard lease. This item can be tabled and that information can be brought back next month. **Commissioner Robuck** remarked that he would like to know who is going in there before approving a lease. **Mayor Christian** added that he would like to see the applicant come to the meeting to represent themselves, especially if they will be leasing one of our facilities.

Commissioner Robuck made motion to table the resolution and Commissioner Pederson seconded the motion.

The roll call vote was:

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

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

7. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Quitclaim Deed for 931 East Main Street and 933 East Main Street, lying in Section 26, Township 19 South, Range 24 East, Lake County, Florida to Habitat for Humanity of Lake-Sumter Florida, Inc.; and providing an effective date.**

Adopted Resolution 10,803

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

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

Mayor Christian requested comments from the Commission and the audience.

Commissioner Robuck stated he has to abstain because this applicant is a customer of RoMac.

Mayor Christian asked if they know what type of house they are building. CM Minner answered they are currently building fifteen to eighteen hundred square foot, three bedroom, two bath, Florida craftsman style homes and it will be close to that. Commissioner Robuck remarked that it would be similar to the style home they built on 12th Street.

The roll call vote was:

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

Four yeas, one abstain, 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. An Ordinance of the City of Leesburg, Florida, rezoning approximately 14.09 acres from PUD (Planned Unit Development) to PUD (Planned Unit Development) for a property generally located east of U.S. Highway 27, north of County Road 48 and south of Commander Road as legally described in Section 14, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Fox Pointe)**

ADOPTED ORDINANCE 21-09

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

Commissioner Robuck made motion to adopt the ordinance and Commissioner Pederson seconded the motion.

Mayor Christian requested comments from the Commission and the audience.

Commissioner Robuck commented that they were supposed to get some information on the proposed docks in terms of the limits and on how far they were allowed to extend. Planning Manager (PM) Dan Miller stated that they added that language into the PUD. It is reflected on Page 2, under Section 2.A.6, and states all docks shall be allowed to extend no further than twelve and a half feet into the river from the shoreline pending approval from FDEP. He had a conversation with Jay Baker from Bio Tech, the environmental expert on this project, and he agreed with this recommendation. Commissioner Robuck stated it is his understanding that FDEP may decide based on the specifics of each permit application that the dock needs to be less. PM Miller remarked that is the maximum, this allows the individual homeowner who has a lot on the water the opportunity to apply for a permit, but does not guarantee they

will get one. Those permits will have to go through FDEP or St. Johns and if it is under one thousand square feet, which is what the limit is on residential, it is not a guarantee but just allows them to move forward with a permit request.

Commissioner Burry said he read there was a five foot width maximum and asked what the one thousand foot was for. **PM Miller** replied that there was a five foot side setback for the docks from the property line. It is as if the property line projected out into the water, as if it were an accessory structure. **Commissioner Burry** said that he thought it referred to the width of the dock itself. **PM Miller** stated it is his understanding that for a residential dock it is a maximum of one thousand square feet before any additional permitting is required. They do not see anything over one thousand square feet in the office and properties of this width are not going to be able to get that much out there. **Commissioner Burry** asked if that would include the walkway. **PM Miller** agreed and said that would include everything.

Commissioner Connell remarked that when it gets to the state agency for permitting, it would be over one thousand square feet and that is square footage; not projection. The question he had at the last meeting was with the maximum projection out in to the river and with the width of the river. It is only maybe fifty foot and he wanted to make sure they could limit the projection out into the water because during the dry season you have to trim your motor up to get through there. Realistically, with a twelve and a half foot dock that dock could be out of the water during the dry season. He spoke with Dan Miller earlier last week on the PUD and the PUD was limited to twelve and a half feet and he does not think that alludes to the square foot; it was more to the projection concern that the Commission had.

Mark Provis, Hawthorne resident, stated their community has approximately two thousand people and borders the Palatlahaha river. He was here to ask the Commission to reject the current plan for the Fox Pointe development. He wanted to argue and persuade the Commission that the inclusion of language in the current plan that allows sixteen boat docks is a bad idea. It does not serve the public interest and the Commission can vote to reject this proposal to allow the sixteen boat docks. It will choke this narrow waterway and negatively effect all who enjoy it, now and in the future. He stated that he provided the Mayor and the Commissioners with extensive photos that illustrate exactly how narrow this waterway is and included in that packet was a petition asking that they reject the current plan, which was signed by sixty plus residents. He mailed the illustrations and hand delivered a copy of that packet to the City Managers office and stated he was assured it would be delivered to the Commission last week. Given the facts, he believes that allowing up to sixteen boat docks at this location is short sided, inconsiderate, and will result in extensive long term damage to the waterway and their community. The city may wish to excuse themselves from addressing this because the construction of boat docks on the waterway is not within the city's jurisdiction, but he would argue that the city is directly responsible for what happens to the environment and the wellbeing of the citizens of Leesburg. This is a simple and straightforward matter and you can choose to listen to the concerned citizens in the community who will be negatively impacted and influenced by the facts at hand or be persuaded by the developer who stands to make a profit at the citizens expense.

Commissioner Connell asked if there were any private boat docks on the Palatlahaha River within Hawthorne or if they were all public docks. **Mr. Provis** replied that Hawthorne has a marina on the river, but, there was one private boat dock built last year that is exactly one thousand square feet. It is an enormous dock that is an impediment to navigation. **Commissioner Connell** asked if that was done through the county. **Mr. Provis** answered he was unsure. **Commissioner Burry** wanted to clarify that they only have one privately owned dock in their subdivision. **Mr. Provis** replied that they may have two or three, but they are older and are not at this location. **Commissioner Robuck** stated if looking at the lot sizes they are only fifty feet so if you took out the setback and started the dock on the shore and went out twelve and a half feet, which no one ever will because the biggest you could have is five hundred, in reality it would be two or three hundred square foot docks. It would be impossible to build a thousand

square foot dock based on these setbacks.

Bill Connelly, Papaya Cove, Hawthorne current Board of Director member asked what the question was again with the private boat docks in Hawthorne. **Commissioner Connell** asked if there are properties on the river in the Hawthorne community, outside of the marina, where individuals have their own private docks. **Mr. Connelly** replied no, there are no private docks. The only docks are part of the marina. **Commissioner Connell** inquired as to what dock Mr. Provis referred to having just been built that was a thousand square feet. **Mr. Connelly** answered that dock was constructed across the river and it is not part of their community. There are other docks that go out towards the river that were allowed, but those have nothing to do with Hawthorne. Those are beyond their property lines. **Commissioner Connell** thanked him for clearing that up. **Mr. Connelly** continued to say he supports removing the language in the PUD with regards to the boat docks because some of the stuff you have to see for yourself. The water is very shallow at the shoreline and some times it may be two or three feet in the high water. That is where they would put in the boat dock so they would need a really big ramp. That boat dock would have to be away from that bank so they would not be able to get down to the boat unless they used ropes and ladders because it is pretty steep there. Then what would happen if they had a big boat and he did not get clarification on this, but would they be allowed to put the boats on the sides of the dock or would they will come in from one of the ends. **Commissioner Pederson** asked PM Miller if the docks go out twelve and a half feet can they tie their boats up outside of that dock. **PM Miller** answered from a city regulation side of this there is nothing he is aware of, but from St. John or FDEP he is sure there would be some significant concerns. They could also write something into the covenants and restrictions so that boats have to be tied up on the inside of the dock. **Commissioner Pederson** remarked that he is not trying to mandate a lot of rules, he just wants to keep the residents happy while keeping the river navigable. **PM Miller** pointed out that if you take the width of the lot at fifty feet and take away the five foot setback on each side you have forty feet remaining.

Mayor Christian asked who polices the rivers and lakes in Lake County. **PM Miller** answered he believes it is the Fish and Wildlife Commission. **Mayor Christian** then questioned if a boat is tied on the outside it would be the FWC's responsibility to go and police that boatowner to say your boat should not be like that because it is a dangerous situation. **Mr. Miller** responded that it would be wise for the HOA to place some rules on any type of dock and typically in a place like this so that they cannot overnight their boats. It would be strictly something where they can tie it up for a visit or to pick up the kids. There are many ways to work the covenants and restrictions document to help ease that concern.

Mr. Connelly continued to say that this past weekend there was a fishing tournament where he watched two boats pass each other. Both boats had twenty five horse power engines and were going along one of the areas where one of these docks would be and these boats passed each other with maybe three feet between them. They were not speeding, but they were not going slow by any means and when they passed each other it sent waves up both sides of the river. Boats are necessary, but when you start putting boat docks out there you are going to have a traffic jam in the river. They are going to force the boats right up on the shoreline. In a very short time they are going to be preparing for their fiftieth year in Hawthorne along that riverbank and they have taken a lot of time and energy to protect that and to keep it going to protect that shoreline. He has watched the critters and snakes that go through there. He urged the Commission to look at this. When he was here the last time he extended an offer to the Commission to come out and meet with him at Hawthorne and nobody came out and he remembers someone saying if you just give up some of those boat slips it would solve the problem. He feels like there may be a problem between the Commission and Hawthorne so he wanted to reach out so there is no issue.

George Wolf, Hawthorne resident, stated he has lived there for twenty five years and previously served on the board of directors. He remembers going through a Fox Pointe issue about five to ten years ago,

the same plan, but the part that is especially disturbing to him is the sixteen boat docks. Hawthorne has a marina with one hundred and twenty boat slips. When that was built special permission was granted from St. Johns water to dig out their marina. That marina is not in the river at all, the river goes right by, the boats go by, and their boats are in the marina. That is the only access for the people of Hawthorne where they have one thousand two hundred homes with one hundred and twenty boat slips. He asked that this plan be rejected and rewritten without the boat slips. He does not think it is wise to move forward with this as it is. He is a former kayaker, now eighty six years old, and has been up and down the Palatlahaka river and has been up to where the dam is located. He knows how deep it is because he has waded in the water along the pathway and it is not that deep. He encouraged the Commission to give this serious consideration.

Commissioner Pederson stated he hears the concerns of the river being navigable and thinks the city has done their best at limiting them to twelve and a half feet. They also have the State of Florida, FDEP and St. Johns and we need to allow those other regulatory agencies the opportunity to get involved with this.

Commissioner Burry commented that this development is going to be closer to the dam than it is the lake so none of these docks are going to impede the marina traffic and those homeowners should have a right to have a dock if they so choose.

Commissioner Robuck stated he was the one that made the comment about the marina traffic and that was really in response to the idea that there being too many boats on the river. He is very familiar with the river since he grew up spending a lot of time on it. The fact of the matter is that with the restrictions in place on a twelve and a half foot dock you cannot put a real boat slip in there. If someone wants to have a small dock for chairs where they can enjoy the river just like the residents of Hawthorne or kayak that should be allowed. Now giving the challenges of the embankment and the costs of building those docks along with the lot sizes, he would be shocked if all sixteen docks were built because it would be cost prohibited, but if someone wants to build a dock they should have that right.

The roll call vote was:

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

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

2. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 20.63 +/- acres from C-3 (General Commercial) and R-2 (Medium Density Residential) to PUD (Planned Unit Development) to allow for mixed use development for a property generally located west of U.S. Highway 27 and north of County Road 25A, as legally described in Section 34, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Manuella Apts.)**

TABLED ORDINANCE

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

Commissioner Robuck made motion to approve the ordinance and Commissioner Pederson seconded the motion.

Mayor Christian asked if the applicant provided any additional elevations. **PM Miller** responded that the applicant is still working on the elevations; however, they did make the changes to the fence and the landscaping. **Mayor Christian** questioned how long it would take to get the other elevations. **PM Miller** replied that he has been in conversations with the applicant and they will be mailing those. They have been sent the architectural standards and when it was originally brought to them it was noted on the conceptual plans that revisions would be required. This item can be held for a later meeting since they have not had time to put together the full set of architectural standards. **Commissioner Robuck** remarked that he is not comfortable with moving forward until they have reviewed the plans, especially since this is multi-family. He knows we need multi-family, but we need to be careful about the quality we review.

Commissioner Burry made motion to table the ordinance and Commissioner Robuck seconded the motion.

The roll call vote was:

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

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

B. FIRST READING OF ORDINANCES

- 1. An Ordinance of the City of Leesburg, Florida changing the zoning on approximately 31 +/- acres from PUD (Planned Unit Development) to PUD (Planned Unit Development) to allow for multi-family apartments for a property generally located south of east Dixie Avenue and West of South Lake Street, as legally described in Section 25, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Lakes at Royal Palm)**

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

Mayor Christian requested comments from the Commission and the audience.

Commissioner Robuck asked if all they are doing is adding an additional story. **PM Miller** answered yes; all they are doing is adding a story and making the minimum home size within the units an average of eight hundred square feet. With them going from three stories to four, it adds a little flexibility in green space. This is an existing PUD that was approved in 2005/2006. The recession caught it so now we have someone who is interested in potentially moving forward if the funding goes through.

Commissioner Robuck inquired as to the what the old minimum square footage was. **PM Miller** replied

it was closer to a thousand square feet. **Commissioner Robuck** then asked if this one was tied to the number of bedrooms or could they have a three bedroom eight hundred square foot apartment. **PM Miller** answered that whatever they could fit into a eight hundred square foot apartment would work as long as it meet codes. **Commissioner Robuck** said he does not have a problem with the eight hundred square feet for a one bedroom apartment, but does for anything more than that. He wonders if they could tie the minimum square footage into the amount of bedrooms where the square footage increases when the number of bedrooms increases. **PM Miller** asked if they would like to provide any specifics that would make them more comfortable for him to come back with. **Commissioner Robuck** remarked that he would like to know what their intentions are. **Commissioner Burry** wanted to clarify that the average apartment was eight hundred square feet. **PM Miller** responded that would be the smaller one bedroom and it would go up from there. He does not have a firm number just an average, but he will bring back more specifics.

Commissioner Pederson asked if these are subsidized or market driven apartments. **PM Miller** answered he does not know, but will bring that information back as well. **Commissioner Pederson** remarked that if they are market driven that would make him feel more comfortable because then they would have to build them as the market would rent them. **PM Miller** stated he will bring back more specific numbers and sizes. **Commissioner Robuck** commented that he would be okay with it as long as it was market driven and he would like to see that incorporated into the PUD.

Mayor Christian asked if they could show the location along with the design. **PM Miller** stated that if they go to four stories it allows for additional green space. This is thirty-one acres and will have two hundred and forty eight units. They have a pretty expansive green space as is and a portion of that is wetlands, which has to be protected.

Commissioner Burry asked if there will be a phase two with this development. **PM Miller** answered that phase one is eighty eight units and the remainder would be in other phases.

C. NON-ROUTINE ITEMS

1. Initial Review - Proposed Five (5) Single Member Commission Districts

CM Minner referring to slides, stated in 1984 the city went into its current three single member districts, with two at-large seats. We have district one to far to the east, district two in the middle and district three that encompasses south Leesburg. When each district was created we wanted to compact and represent the community the best we could. In 1984, when these districts were created, we had about thirteen thousand people and each district had about four thousand one hundred people. Today those districts are starting to get skewed and that is from the impact of time, annexation and people coming in and out. In November 2020, due to growth and additional growth we expect to see from The Villages along with other parts of the community, the Commission passed Ordinance 20-25, which now allows us to have five single member districts and that referendum passed by 68% of the voters.

In preparing to help draw the new districts in pursuant to the referendum, staff put together some concepts. A key principal when drawing districts is to remember "One Person, One Vote", so they do not dilute the population and spread them out; we want them to be as representative as we can. Drawing districts can be controversial and there is a lot of case law in how we do that; the 14th and 15th amendments, the Voting Rights Act of 1965, and there is a slew of other court cases, and of course the case of 1983. At the end of the day we want to draw up districts that are reflective of the community and

they need to be adjusted regularly. Some common principals that come up with this are we need the districts equal in population, we need to follow the census blocks as much as possible, keep significant boundaries, lakes, rivers, streams and major roads, need to be contiguous as possible and we should be as compact as possible. We need to have districts that reflect each individual community's interest, so as the community changes there are different interests in there. It is okay to cluster the districts with that in mind. We do not want to dilute the minority voting strength and we do want to protect incumbent districts. When drawing lines we do not want to get bizarre and have bizarre looking districts. Having said that we know nothing can be perfect. We know achieving all those goals is extremely difficult and there are some rules of thumb. Good districts have a population variance of plus or minus of three percent. In Leesburg's case it would be 24,942 divided by five plus or minus three percent; so we would have extreme district, one on one side and one on the other and we do not want that population deviation to add up to more than ten because it would be greater than that ten percent. If you have a district that is plus four and minus four of the standard deviation of the district that would be a separation of eight and that would be good, but if it starts getting higher than that you would starting having unbalanced districts. In doing this there are variances and it is tough to get it perfect. There are some exceptions and if you deviate from being within those guidelines there are reasons for deviation. We can create minority influence or minority majority. If we have areas where we think there will be substantial growth we can under populate a district, but again these need to be within standards. Also, we do not want to pack or crack districts. If we have a cluster of minorities we do not want to put a box around them and dilute that voting strength. If minorities are spread out we do not want to draw big long districts. We do not want to take portions of that out or force them together.

Referring to a census map the first thing the city did was go to the GIS department and he gave a shout out to Patrick Murray and Mike Andrews because they were very helpful with the layout of the maps. They took the city limits map and put the census tracks on it. He provided a brief synopses of the areas and the number of people that live in those areas. For each of those census tracks, they broke down the population by demographics and they came up with a percentage in each of the census tracks and the city as a whole. There are 24,942 people in the city; 65.13% white, 25.54% African American, 0.29% Native American, 1.62% Asian, 0.16% Pacific Islander, 4.34% other, 2.93% two or more, and 11.14% Hispanic, and if we had five perfect districts each one would have 4,888 people with that same percentage.

Step three, they used the steps outlined and created five proposed districts. **District One** would be northwest Leesburg, **District Two** would be west central Leesburg, **District Three** would be south Leesburg, but note on south Leesburg it comes up and grabs a part of Loves Point. The reason for that is on the census tracks there is an area where Loves Point, Stock subdivision and Coachwood all met along the bend at Dixie and with the census tracks Loves Point was the smallest and that one balanced out the numbers best. **District Four** would be central Leesburg from Beverly Shores straight south to Palmora Park and **District Five** would be east Leesburg.

With the demographics of each district he stated that District One has 4,800 and that would be classified as a minority district. Its minority composition is 54% African American and 34% white. District Two is comprised of 5,000 people and it is 67% white and 22% African American, .36% Native American and 14% Hispanic. District Three is opposite district one for the same reasons and its majority minority is primarily white retirees so that district does not balance the demographics. In District One they have a community of interest and a majority minority. In District Three they have a community of interest of 5,000 people. District Four has 4,800 people and it is well balanced in its demographics. District Five has 5,200 people and its not quite as balanced as Districts Two and Four, but its better than Districts One and Three with reasonable apportionment deviation and they range from -4 to +4. The average of apportionment deviation is spot on with 4,988. The largest deviation percentage point is eight and that is less than the recommended population deviation. With Districts One and Three, those were not balanced

and the reason for that was those are growth areas and District One is a minority majority district. We have good population and deviation in Districts Two, Four and Five. We created a minority district where the incumbent is termed out and in that case that would be set up where District One would continue to be a minority district and we are also protecting incumbency. If the Commission likes these districts, the next step would be to draw up the ordinance. That ordinance would recommend that for the 2022 Election, Districts One, Two, and Four would be up for election and then at the organizational meeting in 2023 the commission would appoint who to what seat. Then for the 2024 Election, Districts Three and Five would be up for election. It would create a nice flow and continued representation for the city.

Continuing CM Minner stated that Commissioner Connell contacted him and they discussed an issue with the redistricting map and they came up with another rendering of how to handle The Villages growth. Currently there are only six people living there, but in 2024 that could more like 3,000 people and the issue is we cannot assume or make a district with six people for the next two to four years. That would go into the philosophy of why we programmed it with the 24,982, which is the 2019 census number. The original proposal had the six people lumped into District Three and from Commissioner Connell's angle this would put those six people into District Two. We do not know what is going to happen with the growth in The Villages, but putting them in District Two preserves Districts Three and Five. It will also protect the incumbency in District Four. However, whoever runs in District Two will have to deal with The Villages issues. If we are going to have a good compromise, this would be a good one. Moving that census block into District Two basically does nothing to the demographics because we are only moving six people. In 2022 or 2024 if that builds up the way we expect it to, we will be back here redistricting because District Two and District Three will be unbalanced. He believes that Commissioner Connell's compromise is a good one. The ordinance passed in November; however, they waited until the new Commission came on board to act on this. His recommendation would be to settle on the districts, get them approved by ordinance, and advertise so whoever runs in 2022 will know what the new districts look like.

Commissioner Robuck commented that he likes the Connell compromise. He thinks it makes a lot of sense because otherwise we would have a major shift in 2024 and this makes it less disruptive in 2024. With those six people going in District Two and all the growth that is happening on both 48 and south 27, things are going to keep getting bigger so putting that in District Three is not going to work. Moving those six people now is best or we would have a weird situation in 2024 and a massive district.

Mayor Christian inquired where Tara Oaks was because his concern is there are fifty-eight people in the census track and with District One being a minority majority by a very slim margin of 54% if six or eight hundred people move into Tara Oaks, and only fifty of them are African American, that district is no longer a minority majority. Similar to what Commissioner Connell is talking about, we do not want any federal law suits. His concern is once construction starts and that 54% turns to less than 50% who is going to monitor that. He may not always be on this side of the table, but he wants to make sure that is being watched because the mandate says there has to be a majority African American district. If six hundred houses are built in Tara Oaks that could change that majority, which would put us out of federal compliance. Looking at the map now in District Two the maps are skewed and that is simply because we tried to keep that 50% majority. That is probably the biggest growth that is going to take place in the next year and he does not know how we are going to monitor that before we get to 2022 or 2024. CM Minner stated that is why he brought this to the Commission in this format so these issues could be brought up. District One is a majority minority district because a large percentage of minority folks reside in that district. When looking at Tara Oaks, and that it is in the Carver Heights CRA, and under the TIF thought it should be in that district. He understands when it develops, if it is no longer a minority district, we would have an issue and we would have to redraw the districts, probably in 2024. There is a small area in District One across the highway where The Villages was talking about putting apartments and

if that takes off the numbers could go up. There are a number of developments going in off U.S. 27 and there is the Orange Bend off CR-44, which has another huge run of developments as well. There are places within the community we have to watch. **Mayor Christian** agreed, but stated he would be remiss if he did not stand for the reason of the 1983 lawsuit between the NAACP and the City of Leesburg where it was impossible to elect not just minorities, but African American, he thinks called black in 1983, to the City Commission and that is why District Two was drawn; to ensure that an African American had a fighting chance to become a City Commissioner. Between 2021 and 2022, if Tara Oaks develops and they get a hundred homes times two is 200 people that could turn that district from a minority majority.

Then a minority may not be elected or have a chance to be elected to the City Commission. He knows its very difficult and we have to have these exercises to discuss how to redraw these lines. When looking at the map, it looks like District Two goes right through the core of Leesburg and when trying to capture the African-American people, when we move, demographics change, and it makes it very difficult. In 2022 it may be too late, we will have had an election, the city will have grown by six hundred people and the number will have been skewed. We are only working with a 4% margin and he would hate to see the city challenged because we did not do our due diligence.

Commissioner Burry questioned with Park Holland what is the breakdown in District Four at the north end where it butts up to District One. **CM Minner** answered in District One, the variance there is about one thousand more African Americans than white for a fifty four to thirty four percentage. In District Four, there is sixty eight percent white to twenty three percent African American.

Commissioner Robuck pointed out that Tara Oaks could not be built out by 2022. **CM Minner** added that they would not have that demographic issue then but by the time the District Ones new term would expire in 2026, yes you might have that issue. They may have that issue from Tara Oaks impact and The Villages impact to the south, but to the Mayor's point in the court case it says you cannot regress.

Meaning before 1984 we had regressive districts, demographic numbers were horrible, and minorities voices were not counted, so we created that and the district did not say you had to have a minority district, it said you cannot regress. That lawsuit provided all the bullet points on how to create a district and if you follow that, you will end up with a minority majority. Even though with Tara Oaks this was the best shot we had and it aligned all the districts pretty equally, knowing that within the next six years we would be right back here redrawing districts. Plus, the case says you cannot regress so if that happens because of Tara Oaks we will be right back here redrawing the districts. He then said if everyone is happy with the plan he would sit down with the city attorney and draw up the ordinance. **Commissioner Pederson** asked if the numbers were based on the 2019 Census. **CM Minner** responded yes. **Mayor Christian** stated that this was a very difficult process with equalizing the equality and staff worked hard to get this as close as they could. **Commissioner Pederson** remarked that he respects the mayor's comments and he understands the lawsuit, but that we need to monitor the numbers at the end of every year.

A gentleman in the audience questioned if this information would be available on the city's website. **CM Minner** responded at this point we would bring the ordinance forward, advertised it, and a copy of the map would be available by contacting his office.

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 December 2020

8. CITY ATTORNEY ITEMS:

CA Morrison had nothing this evening.

9. CITY MANAGER ITEMS:

CM Minner stated with the lot next to the pool, a contract was drafted, but it was not included in tonight's packet. The owner of the parcel agreed to sell it for \$50,000. If the Commission gives the okay to execute the contract, his recommendation would be that the \$50,000 be derived from the interest earnings account, under the capital projects fund account. If the Commission decides to purchase that parcel the city attorney has attentively scheduled April 6th for that closing. He is looking for direction from the Commission on whether they would like the city to purchase the lot.

Commissioner Pederson made motion to purchase the lot for \$50,000 since the city attorney has already drafted the contract and the parties are in agreement and it is satisfactory to the city attorney and Commissioner Robuck seconded the motion.

Commissioner Pederson remarked that we are overpaying for this piece of property. We could go through condemnation and make it a lose/lose situation because it is not worth half of what we are paying for it. However, when we are spending what we are spending on the pool, it is just not right to have this little notch, and it needs to be corrected. It may be worth \$20,000 to \$25,000. He would like to wrap this up, square off this property and get this beautiful pool done correctly. He just wants to make note that the city was overpaying for this parcel.

Commissioner Robuck remarked that if we waited long enough the owner would have to sell because it is not a usable lot; there is no parking and it would be surrounded by the city pool. He does not see what use that property would have and at some point he will get tired of maintaining it.

Commissioner Connell commented that if Pine Street is widen at some point, as was discussed prior, that would also solve this problem.

Mayor Christian said that unfortunately he does not know how frequent people visit Pine Street, but it has not been maintained; that property has not been cut at all during the winter months. The city put a fence up around the property because we were going to work on the property. Then someone called and said we could not put that fence around someone else's property so we had that fence removed. He does not think this guy is hurting for money, so he may hold on to this property for ten years or longer. If we do condemnation we could spend more on legal fees and to him it makes good sense for the city to eliminate the eyesore.

CM Minner agreed with Commissioner Pederson that the city needs to purchase the lot with how the construction process has gone so far with the fencing and with them not maintaining that lot.

The roll call vote was:

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

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

CM Minner stated the only other thing he had is an update from the Partnership, they had about five items they were working with the summer games.

Mayor Christian asked if the representative from the Partnership would come forward to speak.

Joannie Smalley, Leesburg Partnership, stated a new business has opened on Main Street, Mystic Ice Cream and Frank's opened back up this past month. They started a campaign for all the vacancies downtown and that will be coming out in the Star Magazine later this month. They are working with business owners on Main Street where they will be talking about how their dreams came true opening their business and how others could open their own businesses. They are working on the softball leagues along with the county and on the fishing tournaments to help promote downtown. They just received their accreditation from the State of Florida for their National Main Street. Lastly, she stated they are working on the events for Mardi Gras which is coming up this Saturday and she hopes to see everyone there.

10. ROLL CALL:

Commissioner Burry complimented the City and the Public Works Department; the city is looking wonderful. He said it was looking a little rundown there for a while, but they have cleaned it up and it looks great.

Commissioner Pederson had nothing.

Commissioner Connell had nothing.

Commissioner Robuck had nothing.

Mayor Christian stated he is excited to see all the positive things happening in Leesburg. He is excited to see Joannie in her new position with the Partnership; he thinks she will bring a breath of fresh air to the City and the downtown area. With the growth happening and the changes we are seeing in the City, much of what is happening is because of the work from the City Manager and his staff. We need to continue the work because it is only going to make this city better. He is happy to see that we were able to purchase that lot on Pine Street because it is going to look so much better.

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 6:55 p.m.

**AGENDA MINUTES
CITY COMMISSION MEETING
VENETIAN CENTER, 1 DOZIER COURT
MONDAY, DECEMBER 21, 2020 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting Monday, December 21, 2020, at the Venetian Center. Mayor Dennison called the meeting to order at 5:30 p.m. with the following members present:

Commissioner John Christian
Commissioner Jay Hurley
Commissioner Dan Robuck
Commissioner Mike Pederson
Mayor Elise Dennison

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

INVOCATION

Commissioner Hurley 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.

There were none.

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 Christian moved to adopt the Consent Agenda, and Commissioner Robuck seconded the motion.

The roll call vote was:

Commissioner Christian	Yes
Commissioner Robuck	Yes
Commissioner Hurley	Yes
Commissioner Pederson	Yes
Mayor Dennison	Yes

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

A. CITY COMMISSION MEETING MINUTES:

1. NONE

B. PURCHASING ITEMS:

1. Purchase request by the Police Department for the purchase of two (2) new Dodge Charger Pursuit vehicles from Garber Auto Mall for a total purchase cost of \$52,404.00.
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 Kelly Brothers, Inc. for the Venetian Cove Floating Docks for an amount of \$1,103,050.75; and providing an effective date.

Resolution 10,772

3. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Piggyback Agreement with US Submergent Technologies, LLC for structure cleaning services; and providing an effective date.

Resolution 10,773

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida authorizing applying for and accepting, if awarded, a grant from the Florida Department of Health for the purchase of one (1) Physio-Control LifePak 15 Cardiac Monitor/Defibrillator; and providing an effective date.**

Resolution 10,774

2. **Resolution of the City Commission of the City of Leesburg, Florida appointing one member to the Leesburg Police Pension Plan Trustee Board for a two-year term to expire December 31, 2022; and providing an effective date.**

Resolution 10,775

3. **Resolution of the City commission of the City of Leesburg, Florida appointing one member to the Leesburg Firefighters' Retirement Plan Board of Trustees for a two-year term to expire December 31, 2022; and providing an effective date.**

Resolution 10,776

4. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Partial Release of Easement and Quitclaim Deed between the City of Leesburg and The Villages Land Company, LLC for the purpose of releasing a utility easement across property of The Villages which is no longer in active use due to previous relocation of the utility lines once within the easement; and providing an effective date.**

Resolution 10,777

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

A. SECOND READING OF ORDINANCES

1. **An Ordinance of the City of Leesburg, Florida, Annexing certain real property consisting of approximately 83.51 acres; and being generally located East of County Road 44 and South of Clark Street, lying in Sections 01, 09, 10, and 16,**

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 1; and providing an effective date. (RO Residential AX)

ADOPTED ORDINANCE 20-42

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

Commissioner Hurley made motion to adopt the ordinance and Commissioner Christian seconded the motion.

Mayor Christian requested comments from the Commission and the audience.

Kathy Hattaway, Poulos & Bennett, LLC, E Livingston Street, Orlando, stated she is present tonight for the annexation, followed by the next two items, the future land use amendment and the PUD. She asked if the Commission would allow them to address all three issues at one time to help streamline. **Mayor Dennison** replied that was fine.

Ms. Hattaway said they have three applications under review; the annexation, the future land use and the PUD zoning. All three applications have received first reading and were approved by city. At the first reading the future land use amendment was transmitted to the Department of Economic Opportunity and received state review comments. Tonight, is the final reading and approval for all three applications.

They had a lot of dialogue from the first hearing for these items and they came back with some changes to the plan. The lots closest to Silver Lake Drive were 80 x 120 on the last concept plan and those lots have now been increased to 100 x 140; approximately a third of an acre lot. There is a buffer being retained to the south of those lots with a minimum of an additional 20 foot in addition to the lot depth in that area. On the terminus of Mid Summer Lane they have turned that into a cul-de-sac, so there will never be a cut through to Mid Summer Lane. There will be lots between the terminus of the cul-de-sac and the boundary of the property, which will have a significant buffer between the southern portion of those lots and the boundary of the property.

She pointed out the value and benefits of this project to the city under the PUD process. The project commitment is to have 100 x 140 foot lots on the southern border, the remainder of the interior lots and the northern border are 50 foot in width and either 110 foot or 120 foot in depth. They will also have the additional 20 foot southern buffer. The project will have a pool and a cabana recreational amenity along with over 26 acres of open space. The project will be governed by a homeowners association in perpetuity and the only access to this project will be directly off County Road 44.

Claude Hucorne, Supreme Court, asked if anybody has done any impact research on Silver Lake Drive with this being built. **Mayor Dennison** inquired as to which type of impact research he was referring to. **Mr. Hucorne** replied a traffic study.

Planning Manager (PM) Dan Miller stated he has had conversations with Lake County about closing off North Silver Lake Road. There has been a traffic study done and he believes that person is in attendance tonight who can better answer specifics to that study. **CM Minner** pointed out that at the previous meeting there was concern about traffic coming from CR-44 onto North Silver Lake Road cutting around to Meadow Road, Radio Road or College Drive. The way to cut or alleviate that CR-44 traffic would be

to close North Silver Lake Road and keep it open only to access the apartment complex and the Arbours. You could turn left there to take an immediate left depending on the direction you are coming from into the apartment complex and then the road would close. The plan would be to remove it and deed that property to the property owners next to the road who have an entryway and the house on the southwest corner of Silver Lake Drive. They have a dual ingress/egress, where one is north, so you would open it there so they could access the road and then everything in between. The County was amendable to that plan; however, they did not commit to that plan, nor has that plan been made. If mitigation and traffic is a concern, then the Commission may want to consider that as a contingency that goes into the approval of the PUD. The county's position was that they would be open to that concept, but they would want input from the Silver Lake Drive residents. It would be successful in keeping a considerable amount of growth from CR-44 from coming into Silver Lake so it would mitigate that concern reasonably. The other side of the equation is the folks that live on Silver Lake, then your access back to CR-44 is now going to be circuitous. The county's concern was as long as the Silver Lake residents were happy with the other side of the equation they would be open and amenable to closing off that road. He commented that no other progress was made, that was just a conversation on how to mitigate a traffic concern and the traffic study that was done may not even say that has to be done.

Rick Rojas, Overton Drive, stated he is a future owner of lot 24 in the Silver Lake Estates subdivision on Silver Lake Road. With respect to the expansion of the lots on the buffer, he noticed that there is a segment that will impact this subdivision and it is not much of a buffer along the Silver Lake Meadows subdivision. He wants to know if there will be a restriction in the covenants being submitted that will show the lot sizes of the homes and that they will not be smaller than 1,600 square feet even on the big lots because that will be detrimental to the Silver Lake area. **PM Miller** said the home and lot sizes would be in the PUD and that for a 50 foot lot the house size would be 1,600 square feet and on an 80 foot lot the house size would be 1,900 square feet. We do not have anything yet for the 100 foot lot but something can be added tonight. **Mr. Rojas** then questioned with the HOA has anyone put that together with the policies because he is a builder, grown up in Leesburg, and he has been involved in numerous projects within the Silver Lake area and surrounding area where he has seen irresponsible developments and HOA's where people just do not care. A big concern of his with this subdivision is that 50 foot wide lots just does not seem suitable for the Silver Lake area; may be suitable for other areas, but not here. **Mayor Dennison** pointed out that the City is not responsible for the HOA, that would be the responsibility of the homeowners who join and govern the HOA. If you are not happy or pleased with them you get rid of them. If they are not doing their job you find another HOA company. **Rick Rojas** agreed, but it has to be done and voted upon amongst all the residents; so if you have residents there that are changing oil in their driveways and they have abandoned cars and things like that they may not care. **Mayor Dennison** said the HOA would need to make some changes to the HOA so people cannot haphazardly make changes, decorate or paint their homes pink. As far as houses falling apart or falling down, if you are in Leesburg we have very strong codes. Those codes would come after them and the city would start fining them until those things are cleaned up.

James Spiker, Matthews Cove, asked with the square footage of the houses is that an overall square footage of the living space or does that include the garage. **Ms. Hattaway** replied that the square footage is typically the size under heat and air. As **Mr. Miller** indicated the lot sizes or the home sizes in the PUD ordinance were based on the 80 foot lots that were previously considered so they would certainly be willing to increase that to 2,100 square feet for the 100 foot lots since that lot size has gone up as a minimum. **Mr. Spiker** stated he is located in the Silver Lake Meadows subdivision and those are not 100 foot lots; what changed with the cul-de-sac house sizes. **Ms. Hattaway** responded that the minimum house size in the PUD condition for the 50 foot lot is 1,600 square feet under heat and air.

Cindy Clark, Silver Lake Drive, stated she has lived here over 30 years and five years ago they found out

that part of their property was in a flood zone. Several months ago her husband was about to retire and he wanted to build an elaborate greenhouse, had a builder come out, he went out to the county and they told him they were going to have to move it because on that side of the property was a flood zone. She has a home that has started construction behind her about three weeks ago in the Spring Lake Drive area; she looks down at their property but yet she is in a flood zone and cannot build a green house. She would like to know the extent of the flood zone studies that have been done on this property. **Ms. Hattaway** answered that there are flood maps published for this property which were included with the application package. The flood plain line is shown on the concept plan of this property and if any development occurs in that area they will have to follow the City's rules, as well as the Water Management Districts rules for development a floodplain, but that will come with the engineering of the property. **PM Miller** added that the only flood zone shown on this property is the one on the far eastern side by the cul-de-sac and there is no development going there. A flood zone can be developed, but according to these plans, they are not asking to do that.

Todd Drennan, Silver Lake Drive, commented that there are still 50 foot lots being proposed with 1,600 square foot homes. The smallest home on Silver Lake Drive is two and a half times larger than that and it seems like an inappropriate discrepancy in the property sizes. He noticed where the larger lots have a minimum square footage, but the square footage needs to be added for a couple of reasons; one those lots at 50 square feet, people who build larger homes are unlikely to purchase those lots where they have drive through very small homes to get to their larger home; not the kind of thing to attract a larger home buyer. He suggested that those properties be forbidden from being subdivided and that there be a minimum lot size. He thinks 1,300 is just to small; the lot size is fine, just double the size and build a two story home or whatever it needs to be so they are a more appropriate size to the neighbors around that. To him, with the closing of Silver Lake Drive, that seems like a logical compromise although it would be a pain because he uses it all the time and would like that to be a conditional thing which would protect the walking nature of the road.

The roll call vote was:

Commissioner Hurley	Yes
Commissioner Pederson	Yes
Commissioner Christian	Yes
Commissioner Robuck	Abstain
Mayor Dennison	Yes

Four yeas, one abstain, no nays, the Commission adopted the ordinance.

2. **An Ordinance Amending Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map designation of certain property containing 83.51 +/- acres from Lake County Urban Low Density to City of Leesburg Estate Residential for a property generally located East of County Road 44 and South of Clark Street, as legally described in Sections 01, 09, 10, and 16, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (R O Residential)**

ADOPTED ORDINANCE 20-43

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

Commissioner Christian made motion to adopt the ordinance and Commissioner Hurley seconded the motion.

Mayor Christian requested comments from the Commission and the audience.

Rick Rojas, Overton Drive, pointed out with the zoning, if this developer was to go to the county and request this density, they would not get it. He had a project back in 2006 down CR-44, not in Leesburg, but with a Leesburg address of 73.3 acres and they were only granted 159 lots. That was hard pressed and they said that would not have been approved two years later. **Mayor Dennison** remarked even though they have cut back on the number of houses it does not mean that they cannot build smaller houses. **PM Miller** added that they can go to any zoning that is compatible with the future land use, which is up to four units an acre; both in the city or the county. **CM Minner** commented that with the future land use designation, the density can be equal to what they are petitioning here to get to R-4 zoning. **Mr. Rojas** stated if it was Lake County still retaining this property they would mandate the greenspace and the sidewalks. Going back to his last subdivision, in the Sunnyside area in Leesburg within the city limits, they had 30 acres and were only granted 118 lots with strict mandates from the city. To him, that also means that Silver Lake, the former Silver Lake Golf Course, would have been approved for 400 lots using these calculations, but they were only approved for 233 lots with a significant buffer surrounding the perimeter of the golf course to maintain a transition from the larger homes and the surrounding neighborhoods to the higher density within the center of that subdivision.

Jim Spiker stated he brought a letter from Tim McClendon, who works for Lake County Planning & Zoning department, which was sent to him by Doug Shields a Lake County Commissioner. The letter only speaks to the Ostrander property because it had the highest zoning, he confirmed it is R-3 zoning, it is approximately forty one acres between the county lot size requirements and open space requirements. He believes in order to meet the R-3 zoning this development would end up closer to an 85 or 95 lot subdivision. That is the only way they would be able to move directly forward with it on just the Ostrander property without having to start from scratch at the county. At least that is the feeling he got from the County Commissioner that he was not in favor of this project.

Ms. Hattaway remarked she has the letter from Tim McClendon that indicates all the information and discussions with the Ostrander property, zoned R-3, states the development standards for the R-3 zoning and the 75 foot width for the lots as well as the setback requirements. This is straight zoning, it has been granted on the property, and it exists as R-3 zoning, so if someone were to come in to develop the Ostrander parcel today it would go straight to preliminary plat with no public hearings in Lake County because the zoning already exists. The future land use exists, no other requirements would have to be met, no public hearing would be required, it would go straight to preliminary plat. She introduced the letter for the record. **Mr. Spiker** then added that they would have to match exactly to the current code requirements and that would only be for the Ostrander property.

Claude Hucorne, Spring Court, remarked that we will have this development along with the development on Cemetery Avenue and the other development just before Poe Street. Now Sunnyside is being brought up and he questioned where are all these kids going to go to school. **Mayor Dennison** answered that there is plenty of room in Leesburg schools; that was one of the questions asked prior to this even coming before the Commission.

Commissioner Hurley stated he has had multiple meetings and conversations since the first reading and he thinks sometimes opinions get skewed based on things we have known or experiences, etc. For him, the issue is we have residents who are important, we have a community and a city and we have to look at all aspects. We have a developer who has purchased property and we know what their plans are. There is about a thousand people a day moving to Florida; they are not all 55 years old and they are not all

moving to The Villages. We do have growth coming to Lake County and we are trying to capitalize on that growth. We are also trying to bring business and economic development into Lake County and hence our focus is on the City of Leesburg. We do not want to be the armpit of Lake County. We do not want people living everywhere else but Leesburg. We do not want to be known for our crime rates or only known for the negativity aspects that seems to be brought up a lot. We are trying to do things that bring in the structure and the development so that we can bring businesses in here so our city can grow. We are not a little small community in the sense of a Howey in the Hills or a Umatilla; we are trying to be the hub of Lake County. He is trying to help the city do that in a reasonable and respectful manner and looking at Silver Lake, people are looking at this development as a Silver Lake development and it is not. This development is a CR-44 development that happens to back up to Silver Lake just like other neighborhoods back up to Silver Lake as you go around the lake. As you drive around Silver Lake the average lot size is around 90 feet wide and they are deep, but they are only 90 feet wide and many people own two lots and a few go up to 150 feet wide. Lake County right now will allow them to build three to one, they can go through the process again and put up to four to one so we are going to have growth here. He then asked the developer if they could do 2,400 square foot on the homes instead of 2,100 square foot.

Mike Galvin, The Galvin Company, Inc., Ulmerton Road, Clearwater, stated the minimum will be 2,400 square feet and that will be put into the PUD agreement.

Commissioner Pederson asked if they are going to apply that to the northern boundary, can they also apply that to the cul-de-sac and make those lots a little bigger and those homes a minimum of 2,400 square feet. Those homes in the cul-de-sac back up to larger homes and they do not have a huge buffer between them. Also, could we restrict this development from having any rentals as the smaller homes may not be maintained as well.

Mr. Galvin replied that when you purchase a house it is a fair act regulation so he could not speak to that, but this will not be a built for a rent community. He stated that they will also commit to the 2,400 square foot home in the cul-de-sac.

Rick Rajos stated he appreciates Commissioner Hurley's comments with promoting the well being of Leesburg. Six months ago he met with Mr. Minner regarding the old Silver Lake Golf Course property with a proposal to turn that into a 33 acre estate gated community because he receives calls all the time for estate homes. The smallest home he built in the last five years is 4,500 square feet and he is closing on two this week. He receives calls all the time from people looking to move to Leesburg and he has nothing for them. Going back to the Silver Lake Golf Course they were trying to get it where everything was going to be city water, electric and gas, and they were getting to the septic but that was denied; it queried the whole deal because of the cost of running the sewer. He has a lady right now in Boca Raton trying to move to Leesburg, she wants a 7,000 square foot and he has nothing to offer them. He said the city cannot just focus on low income housing or smaller homes because there are many other places that offer that and Silver Lake is one of the most prime pieces of real estate. He wanted to know if CR-44 was going to commit to going to four lanes.

Commissioner Hurley remarked that he understands the difference between the Silver Lake and CR-44 housing and they changed the entrance to that development; they do not want them to be able to enter off Silver Lake Road. With the Lake County school board and how they are going to handle the buses, they are an elected board and they handle their own budget of 5.6 million to do that. The county has a plan and he recommends contacting them regarding the widening of the roads because growth is and will be coming down CR-44. **Mr. Rojas** asked who is going to purchase a 2,400 square foot house when you have a smaller house right next to it. **Commissioner Hurley** responded people have bought a 7,000 square foot house right next to a 1,500 square foot house right on Silver Lake Road; its the same thing. **Mr. Rojas** said that he feels strongly that Leesburg is missing out on some golden opportunities. **Commissioner Hurley** added that he is not a builder, nor a developer, but if the developer

wants to build an 8,000 square foot house then so be it.

Jim Spiker wanted clarification with the houses on the cul-de-sac that they have committed to bigger houses, and the question is the lot size are those going to be larger as well. Ms. Hattaway responded that the commitment is for 2,400 square foot houses. It would be hard in the cul-de-sac because of the radius to start spreading the lot sizes out. Mr. Spiker then questioned the first drawing showing 16 lots in the cul-de-sac with smaller houses and now the second drawing shows larger houses with 16 lots in the same position; just shaped a little different. He is not sure how those 2,400 square foot houses are going to fit on those lots. CM Minner replied that they lost one lot on the revised plan in the cul-de-sac and those lots are going to be 100 feet instead of 80 feet. In total on the revised plan they lost six lots. Mr. Spiker commented that they only thing they have lost is six houses out of the entire plan. CM Minner remarked that he would not take his categorization of what he said, but yes, that is correct the Planning Commission did turn it down; they wanted more density so the developer reduced it by six lots. Mr. Spiker understands where he is coming from with growth, but he owns a business on the boulevard and a commercial property in Leesburg and he just feels from a planning perspective that you need a more transitional development here. We are just looking for something to ease the pain from Silver Lake into this development. Ms. Hattaway stated looking at the cul-de-sac area the houses are 50 feet along the road, which are deemed compatible with the two lots on the end of Mid Summer Lane, lots 64 and 65, at the southern border of the property and there is a 25 foot buffer in addition at the back of these lots. They are basically the same length of the two lots on Mid Summer Lane, lots 66 and 67, those lots are adjacent to the open space, the flood plain and the wetlands. They are no where near any lots on Mid Summer Lane.

Commissioner Hurley remarked he would like to see better density in this development. He not sure that is the commissions role, but it does come down to economics, supply and demand and whatever people are purchasing. He is not crazy about 50 foot lots, but we have had other developments approved with 50 foot lots. He is slowly buying into the affordability factor and wants to be sure the development is done right and that we put the right controls in place. There was mention of no rentals, he wished they could do better on the cul-de-sac, but he thinks the developers tried hard to do the right thing here. He wants to be sure for the group in the room that they understand the City has no control over the red lights or the roads; we wish we could put in a traffic light at the entrance, but we cannot; unfortunately, growth comes first and then the roads. With Silver Lake Road he would like to see a recommendation to close it so that the neighbors know the city is behind them to get this to the table at the county and then let them decide what they want to do. CM Minner added that the closure of that road needs to be contemplated in the PUD, which is the next item on the agenda. His recommendation to the Commission is to have the closure of North Silver Lake Road as a process within the PUD and that could have a trip lever to where the city would consider closure of that road. Whether it be when a certain amount of houses have been developed in that subdivision that trips the process, then someone who lives on North Silver Lake Drive can petition the city to have that road closed. The city could hold a public meeting on that matter, people from Silver Lake can say they want to close the road and then it can go to the county.

CA Morrison pointed out that he does not know if the city has the authority to hold a public hearing because it is not the city's jurisdiction. You can characterize it as a hearing on whether the city will recommend closure to the county but the city has no authority over that road.

Chuck Hill, Silver Lake Drive, stated the bottom line is we have a historical part of Leesburg that they are now wanting to turn into track homes; literally right behind our homes. There is a reason why we have zoning in America so things like this do not happen. Here we have 100 year old, larger size homes and now they want to come in with track homes. He asked what really has the developers given up in this project from the time it was presented to where it is now because all he hears is six lots. This developer must be a great negotiator to come in asking for 200 or so lots and walk away with 254. They are not

coming back with a plan B, C or D. The city has other opportunities, there are other custom builders in the audience and the people who own homes on Mid Summer Lane, the city has the opportunity to have a nice section of town here. As he drives around this town he does not see this type of development anywhere else, and is almost embarrassed to go anywhere in Leesburg. He goes to Mt. Dora every night for dinner because he is not proud of Leesburg; Leesburg does not have a good reputation. Here we have a custom home builder who says people are calling him, but if we allow this development to come in with these track homes where are we going to put the nice homes. As you said earlier we are going to have a lot of developments on CR-44 and right now there is 50 acres for sale on CR-44 and another 50 acres for sale on Radio Road. There are loads of places to do this type of development; we do not have to do it right on the back of these 100 year old homes. The developer comes in gives up five lots on the back side, has made a few minor adjustments on the cul-de-sac, and that is all they have given up. There has been no push back from the Commission as far as he is concerned and he thinks there is something very strange about this. No one here is saying this is going to be great; it just does not fit.

Commissioner Hurley stated that with the arrogance of saying the only nice houses are on Silver Lake is stupid and you should really learn the demographics of Leesburg. You may not be proud of Leesburg, but you are talking to the wrong group. He has been fighting for this city since 1988 and he is damn proud of Leesburg. Now, he understands the point and he appreciates it and he does not want to go down to a condescending level. Mr. Hill then said its a fact looking at the average size homes, he pointed out that there are custom home builders in the audience who builds beautiful homes and he wants to continue that here in this area. Commissioner Hurley commented that he is not the only builder in Leesburg and he is not the biggest by any means. We have a lot of builders in Leesburg and we have a lot of realtors. We have a lot of people that give us input, so he understands the argument. We have made concessions, we do not want a road, we want a cul-de-sac, so we did that; we want bigger lots, so we did that.

Mayor Dennison added that she also loves Leesburg and that is why she lives here. She called for the roll call.

The roll call vote was:

Commissioner Pederson	Yes
Commissioner Christian	Yes
Commissioner Robuck	Abstain
Commissioner Hurley	Yes
Mayor Dennison	Yes

Four yeas, one abstain, no nays, the Commission adopted the ordinance.

3. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 83.51 +/- acres from Lake County A (Agriculture), Lake County R-1 (Rural Residential), Lake County R-3 (Medium Residential District) to City of Leesburg PUD (Planned Unit Development) to allow for Single-Family Residential Neighborhood development for a property generally located East of County Road 44 and South of Clark Street as legally described in Sections 01, 09, 10, and 16, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (RO Residential PUD)**

ADOPTED ORDINANCE 20-44

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

by title only.

Commissioner Christian made motion to adopt the ordinance and Commissioner Hurley seconded the motion.

Mayor Dennison requested comments from the Commission and the audience.

CM Minner stated with the discussions we have had thus far on the PUD for it to be modified which the Commission agreed with first the houses on the 100 foot lots would be 2,400 square feet, then we have the Silver Lake issue and we need a plan to take to the county where the city encourages/recommends that the road be closed. He recommended allowing staff some wiggle room to write up a portion of the PUD for the Silver Lake Road closure so the City Commission could recommend to the Board of County Commissioners that the road be closed. The City will review this through a public process duly advertised after a certain amount of units have been developed and through that we can say to the county that we would like that road closed based on this formal recommendation. We can take proof to the county that the community wants to close the road; so the PUD with these two amendments is what is on the table for approval and consideration.

Commissioner Robuck questioned if the road closure is going to give the county legal ability to stop the PUD because they just did something like this in Eustis where they ended up having to give a piece of property away because they did not like what Eustis was doing. He asked for the City Attorney's opinion was on this. CA Morrison answered that all the City can do is write into the PUD that we would encourage the road closure. It is the county's prerogative whether they close it or not. If they do not close it then it remains as is. If they do close it then the land goes half to the owners on each side of the road by law.

Mike Galvin stated he understands and wants to let them know where he is in the process of entitlements. They are ready to enter the construction plan and with approval they will spend in the next six to eight months over \$300,000 going through the construction plan approval process to commence development. He is not sure they could move forward if there is an underlying approval that could stop them especially from a different jurisdiction. He is concerned having a condition where Lake County could stop them a year from now. CA Morrison said he does not believe that the PUD is going to be written in a way that would trigger a rejection of any plans for the development; it is an attempt to persuade the county to close the road.

Ms. Hattaway added for the record that the commitment is for all six of the lots in the cul-de-sac, which would be lots 62 to 67, with houses at 2,400 square feet and that will be reflected in the PUD amendment.

The roll call vote was:

Commissioner Christian	Yes
Commissioner Robuck	Abstain
Commissioner Hurley	Yes
Commissioner Pederson	Yes
Mayor Dennison	Yes

Four yeas, one abstain, no nays, the Commission adopted the ordinance.

4. **An Ordinance of the City of Leesburg, Florida, Annexing certain real property consisting of approximately 18.5 acres; and being generally located east of Sunnyside Drive, lying in Section 33, 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 part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 1; and providing an effective date. (Sunnyside Lake Land Holdings, LLC)**

APPROVED ORDINANCE

(This Item was REVISITED after item 6.A.5 and the COMMISSION DENIED ORDINANCE 20-39)

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

Commissioner Robuck made motion to approve the ordinance and Commissioner Christian seconded the motion.

Mayor Dennison requested comments from the Commission and the audience.

Commissioner Robuck wanted to clarify for the record that he had a brief conversation about this development with Greg Beliveau, LPG Urban & Regional Planners, Inc. on the phone and with Joshua Kaufman on Facebook and neither of those have any prejudice on his opinion with this issue.

Brent Spain, Theriaque & Spain Law Firm, Conroy Windermere Road, Windermere, stated much like the previous cases this case involves an annexation, a comp plan and a rezoning. He would respectfully request that they be allowed to address all three of their requests at once to try and streamline their presentation. He continued by saying he was here for the first readings as well and he is familiar with the issues and anticipates there to be some public comments on this issue. The commission generally deals with two types of decisions in this land use arena legislative and quasi-judicial decisions and those become important for meetings like tonight because it affects the standard by which the decision is governed. It also governs the evidentiary standard that an applicant, like his client, must meet so the annexation and the comprehensive plan amendment before the commission those are what we call legislative decision. Those are governed by a highly deferential fairly debatable standard in the applicable statutes, Chapter 171 for annexations. In Chapter 163, of Florida's Community Planning Act for the comprehensive plan amendment site specific zoning for example the PUD that was just considered and his clients PUD those are called quasi-judicial decisions and that is important because the decision this evening must be based upon what is called competent substantial evidence. Under Florida law, his client has the initial burden to demonstrate to the Commission that his project complies with the City's published criteria and that is going to be important tonight because it is not an un-adopted criteria of people whims or wishes, it is the City's criteria that they have to comply with. Once they satisfy that, then the initial burden shifts to those who are opposed to the project to demonstrate by competent substantial evidence that in fact the application does comply with the City's published and adopted criteria. Competent substantial evidence in this type of arena the staff report that was provided in the packet supports competent substantial evidence, so the the packet this evening recommends approval on all three of applications. The City's professional staff has reviewed these applications and indicate that it complies with the City's published criteria and applicable statutes. He submits on that basis that they have

met that burden. Neighbors in opposition to a project is not competent substantial evidence upon which a local government can base a local quasi-judicial decision. It would be erroneous to base a quasi-judicial decision on simple neighborhood popularity poll. Related to issues where technical expertise is required for traffic, environmental noise and property diminution of value those issues require more than just late testimony; those require expert testimony. When a late witness speculates about where there will be traffic problems, light noise pollution or my home values are going to decrease substantially, Florida's case law indicates that is insufficient grounds to deny an otherwise compliant application. The commissions role tonight is to look at this application and decide whether or not this project has met the published criteria that the City has adopted.

Greg Beliveau, LPG Urban & Regional Planners, Inc, Camp Avenue, Mt Dora, stated that this site is located off Sunnyside Drive and there are two sites; a parent parcel approximately 120 acres and a site newly annexed on the east that is approximately 18 acres. The parent site of 120 acres has been in the City of Leesburg since about 2005, where it was in comp plan, approved with the future land use of estate that allows up to four units per acre. Recently they annexed another 18 acres, which was processed through the Department of Economic Opportunity and they found no issues through their review. They recommended approval to the City of Leesburg as estate residential as on the parent track of 120 acres, which allows up to 480 units as its current land use. We are obviously are not asking for the full benefit of the density allowed under that land use. The current zoning on the parent track which is listed as PUD within the current mapping system and in the county on the 18 acres its R-1, which allows up to 1 unit per acre. When we originally came to the City of Leesburg we were asking for 219 units and we had 50 foot lots, but after meeting with staff it was highly recommended that we not proceed with that application. They subsequently went back and met with their clients, reduced the density from 219 to 159 and took out 60 lots. They took out 60 lots and made them 80 foot lots on the 18 acres which are now half acre lots. They also placed 80 foot lots along the perimeter of Sunnyside Drive. The open space on this property, and they used the definition in the City's comprehensive plan, the open space is 45% (62 acres of open space) that includes; wetlands, the uplands, open space, recreations areas and the buffers. They have buffers along the northern property line on Sunnyside Drive, along with buffers on the eastside of this PUD where they are working with Lake County because they would like them to help buffer that curve. They are working with them to dedicate an additional right-of-way so that curve will be less acute and it will become a more flowing s-curve. Since that is open space for them they do not have a problem with that. They also have a buffer along the north and west boundary of those five lots along with the south end that butts up to the two houses on the north and then it is vacant along the rest of that parcel, which is where they put rather large lots. The closest between the two houses there is 365 feet to the immediate north and 373 feet to the house due north so that is 240 feet. They are trying to keep themselves as far away as possible and allow as much green space as possible. With the homes looking south into the property most of that is open space and greenbelt. There is only one small edge on the south and northeast where the two lots are; it is wooded and most of that will remain wooded as a buffer. At the south end there is a water retention area, there is a wetland to the left and at the the south end of that there is an existing orange grove as a buffer to the existing subdivision due south. The closest house is 439 feet to where their houses will be or 431 feet, but again across a preexisting orange grove.

With the 18 acres that has been annexed there is an existing house across the property to the south; there is one house on a driveway that is about 100 feet between where the new house will be and the existing house. There is a buffer there and it will be a vegetated buffer between this house and the existing one. Continuing, he said the development pattern that exists on Sunnyside Drive with the wetlands there is a historical pattern of the platted lots and platted subdivisions not only to the north but also to the south and southwest. Those development patterns have existed for quite sometime. They have lots anywhere from half an acre with over a thousand parcels. Then they go to .50 to .75 acres having 115 parcels, then .75 to 1 acres having 58 parcels and then 1.00 to 1.25 acres having 69 parcels. He provided a superimposed overlay of the project with the area around the development and when looking it illustrates the abundance

of buffers, open space, and the minimal number of lots that they have butting the neighbors, along with the lot sizes. They had an environmental assessment performed by Stillwater Environmental and their assessment came back that there are the normal gopher tortoises on the site and there are some other species that they need to look at moving forward. They have been asked to check on the bald eagle that seems to be on the property, but it is not. It is across the street from the s-curve it has not been observed on this property. The one that was on this property is no longer there. There is an osprey nest in the chimney of the house, which is in pretty good shape and there will be protocols for that.

With the traffic analysis and the 219 lots, they did not have a new study done because they reduced the number of lots and it was concluded that they did not negatively impact the level of service. The only modification recommended was to the intersection and the timing of the mechanism. It basically said in the report that the study of roads left sufficient capacity to accommodate background and project traffic in the future condition. He has been coordinating with the Department of Public Works throughout this process and they did not ask for any additional right of ways from this property because that has already been taken care of when this property came through in 2005. They donated an additional right of way to Sunnyside, so Public Works does not need anything additional from the parent track. They will take care of the s-curve and buffer out that curve when they do improvements to the system on Sunnyside. City staff stated all improvements butting this property will improve the entrance to the main entry and since it lines up with the portion across on the eastside they will do an entry feature there as well. They are committed to being responsible for this at the PUD level. Moving forward, going through the preliminary plats, construction phase, there is another transfer transportation level of detail that has to be provided to the county at that level. That is a deeper dive, but they will do more analysis at that point. They will find out exactly what kind of entry feature and requirements they will have to do and what kind of improvements will need to be done to Sunnyside at that point but at this point they know they do not have a negative impacts of service on Sunnyside Drive.

Commissioner Pederson asked if they gave the county some right of way if widening the roads. **Mr. Beliveau** answered that if they have to do any improvements to Sunnyside along their property line they will do whatever is asked. **Mayor Dennison** wanted to verify that the s-curve will be taken care of. **Mr. Beliveau** said that is a condition of Public Works and that could be a contingency in the PUD because they have already offered that.

Commissioner Robuck inquired with the lots on the southside there is only a couple of them on the 18 acres, but on the original parcel there does not appear to be any buffer; just an orange grove. **Mr. Beliveau** replied he only reason there is not a buffer is because of the orange grove. **Commissioner Robuck** remarked that he would like to see a ten foot buffer there just in case that orange grove develops. He just saw a case like this where a project on CR-48 where the development had no buffer so the new development had to have all the buffer and there were complaints about that. **Mr. Beliveau** stated that the lots are big enough so they should be okay.

Zach Burn, Bowen Schroth, Jennings Ave, Eustis, asked if they were allowed to make a presentation from a notice of appearance in opposition. **Mayor Dennison** answered right now they are just taking questions but there will be time later for their presentation. **Mr. Burn** then questioned as to what the applicants position was to the current allowable density for the project in each of the three respective areas and if there was a discussion about the open space requirement with the 62 acres. He was hoping there would be some clarity for the record of whether that is entirely the jurisdictional conservation area or whether the developer is apportioning additional developable land into the open space. **Mr. Beliveau** replied that the current land use in the parent track is estate within the City of Leesburg which allows up to four units per acre. The 18 acres is agriculture and that is being processed through the city to estate and that has gone through the process and the state has signed off on that request. At the county for the 18 acres the open space they have to be in accordance with the comprehensive plan. The allowance for open space includes wetlands,

water retention areas, parks, recreation, buffers, and landscape buffers those can be utilized for open space. They have included that on this property and it comes up to 62 acres, which includes the wetlands at 44 acres and the balance of that includes landscape buffers, parks, recreation and water retention areas. It totals about 45% of the site. They are only required to do 25%, but they have almost 18 acres of upland area in addition to the wetlands and open space.

Mayor Dennison asked the City Attorney with the covenant that was originally granted years ago after the first development what was decided on that. **CA Morrison** responded referring to the Sunnyside Task Force in his opinion it is essentially the same as it was the last time it was implemented by way of resolution. The resolution itself contained a provision unless otherwise decided by the City Commission that predated the first PUD on this. While that is expired and has no force or effect now, the implementation of that PUD when it was granted is an indication that the City Commission at that time decided otherwise. This Commission has the authority notwithstanding the Task Force report to approve this if that is the desire of the Commission.

Theodore Stratton, Sara Lane, remarked when this first opened the attorney stood up and read chapter and verse telling everyone that he checked all the boxes, that he did all the work so are we here, why are we hearing this if he met the test of law. This whole thing is a joke. **Mayor Dennison** responded that everyone has a right to speak in front of the Commission. **CA Morrison** wanted to clarify that is important for Mr. Spain to accurately describe the legal standards for this legal hearing, but his statements about competent substantial evidence apply equally to both sides. He is not prejudging this, but there is the possibility that the opposition to the request could present competent substantial evidence that convinces the City Commission to not grant it. All he is doing is outlining what the law says and outlining it accurately. For example, when someone comes in and says they do not like 7-Elevens and do not put one on my corner that is not competent substantial evidence. Or if someone comes in and presents a traffic study that says placing a 7-Eleven on this corner will create a dangerous condition and you should not grant it and they back it up with expert testimony that is competent substantial evidence. Not to use the cliché, but the jury is still out and they have not heard the other side, so there is no prejudging this until they have heard from all sides.

Zach Burn pointed out that there are a few conflicting standards going on here because they are hearing all three applications at the same time and that is especially relevant for the PUD application, which is quasi-judicial. As Mr. Morrison indicated simply quoting the standard does not mean they have met the standard for provision of competent substantial evidence. The law on the previous PUD and the resolution is a little more muddled than clear. At the first reading there was Resolution 7158 that was brought up where it directed the city to implement all of the Sunnyside Task Force recommendations and to consider any annexations or proposed developments within the boundaries of that study area. While that document initially was not an ordinance, cities do routinely pass resolutions governing administrative control over their city's affairs. To his knowledge this resolution has never been repealed, amended or modified. From his review of the staff report and the documents presented there was no analysis ever performed with the annexation, the PUD, the study or any other part of the development. That resolution is still there and there is no evidence that was met. When talking about the staff report where the applicant met competent substantial evidence we simply do not have any where on the record that they looked at or even evaluated that criteria. Secondly, the resolution states the City Commission shall review the study unless otherwise approved and as a simple matter of law we have an issue with that because the city can legislatively eliminate this resolution, but while its here there is no criteria and there are no guidelines. His position is arbitrary because there is no criteria and there are no guidelines for when it will or when it will not be used.

In terms of looking at whether something is a matter of record in the annexation that was recorded with the attached PUD conditions. The original 2005 PUD explicitly referenced that the density of one (1) unit

per acre was done parenthetically in compliance with the Sunnyside Task Force report. As a matter of record for this property as part of their annexation agreement they explicitly say in that annexation that they are incorporating the entire PUD of 2008 and the July 7th agreement, which includes the Task Force report. The reason the PUD from 2005 comes up at all is the applicant asked for it. When looking at the application, the application they are citing to 068-1-062305 is the 2005 PUD. They are asking the city to evaluate their request in light of a 2005 PUD that has expired. The PUD has conditions on limiting density and it states if you want to come back and renew, it has to be at the same or a lower density. If the applicant is asking you to anticipate or look at this as a continuation or modification of an application and say it does not really have any effect anymore those are inherently inconsistent positions to take. He believes it is irrelevant because in the staff report, and in the analysis preformed by the applicant, they are looking at the existing surrounding zoning and future land use and one of those existing zonings is the City of Leesburg's PUD. That PUD is not just a generic catch all phrase, it usually refers to certain density restrictions and what those requirements are within that PUD. If we go back to the 2005 PUD it has significant density. The reason they even brought up the question about open space is because on the study they have shown a significant portion of this property zoned as conservation or wetlands, but it is not buildable land. The notion of that being compatible with the area because of the significant open space that exists is a matter of law. Another side of this we bring up is with the future land use and zoning that we have here in the county. They are currently talking about R-1 zoning with the county having met that density versus the gross density analysis. It was his understanding that Leesburg does not engage in that analysis and that the closest thing the city does is if the city is doing a clustering development in which case they would say that the clustering density has to mirror the underlying zoning of the district. There are significant distinctions between the county with the existing zoning and land use that you cannot just say they are one to one compatible because the applicant says this is what we are doing.

He finalized his comments by saying that after looking at the Sunnyside Task Force report and the resolution that was not reviewed or incorporated there is a gradation of density that is appropriate and only a portion of this project would be in that one density gradation. In fact a decent amount of it is in the much lower density where they are talking one unit for every three acres. If they are going to throw out the Task Force report, resolution, annexation and the original PUD, then it is not relevant. If we are not going to say that then it is and it has not been analyzed at all. Then the Commission does have to rely on confident substantial evidence and not emotion in this case and the applicant has not met that burden because the staff report is not available for them to do that because it was not part of the analysis and that was not made as part of that analysis. This should be denied because there is complex substantial evidence to deny it because the applicant did not meet their burden.

Murray Tucker, Tusawilla Street, pointed out that he loves Leesburg; he was born here, his great grandfather came to the Sunnyside area and built his house where his grandfather was born at the turn of the century. Back in those days Sunnyside was nothing but orange groves and we all know what happened to those. Pine trees were planted and the property was sold off and development began. In the early 2000's at the GSAPA, which stands for the Greater Sunnyside Area Property Owners Association, his dad was the president and they kept finding themselves battling developments that they did not think fit the Sunnyside area. They got to the point where they decided to talk to the city and that is when the task force was created. They held meetings, they did an extensive study on Sunnyside of what was already there and what it could hold in the future. It was looked at from every angle. They know it passed resolution and they were arguing over whether its relevant or not, but instead of giving it from a lawyers standpoint he wanted to give it from a joe blow point of view on how government should work. If citizens have an issue they work with the city or county government to come up with a solution, it is implemented and developed and not challenged ever. They have had no reason to come to the city and fight so whether or not you chose to listen he cannot answer; but should you, yes. They came to the government in good faith and for them to not take that into consideration does not shine a very good light

on the situation.

Looking at the Lake County comprehensive map, he said with the outline of the property they can go less dense, but not more. This property gets tricky and everybody wants to talk about units per acre, but it is 118 acres going off the county website and only 74 acres of that is actually dry; there is a significant amount of wetlands on this development. He did not want to address the 18 lots across the street from the proposed development because they said those are in the county right now and that is where it should stay. Staying with the current PUD if they divide that up that leaves .53 acres per lot before taking away a retention pond, a road, or an open space. Per the application the minimum size for a 70 foot lot is 8,750 square feet, which is .2 acres and for an 80 foot lot it is 5,000 square feet, which is .11 acres. He does not know what the average lot size is here, but he assumes they are going to lose half of everything to roads and they will need to be quarter acre lots. Sunnyside Trail butts up to the property to the west/northwest this is also in the city and the reason why he finds this significant is because in previous presentations the petitioner has said that they had to increase density to pay to bring in the sewer or the water, but that is already there. He is comparing the lot sizes on Sunnyside Drive and how they range from one acre lots to eight acre lots and the way they line up and lead across the street. Without being a hypocrite he has deducted the wetlands from the property and comparing apples to apples it is not adding up for the total buildable dry land.

He continued to say that there are 10.4 acre and 10.38 acre tracks which are owned by some really great people and then there is the 7.53 acre track up to the north, which is one of the subdivisions that the applicant showed and that was platted back in 1925. There is another subdivision out there the Johnson Mary K&T's subdivision that was platted back in 1891 and of the subdivision that they are using as comparable, these have been platted so long ago that they are not adequate comps. They were platted well before any of the current comprehensive plans have been put into place or the Sunnyside Task Force. To the south they have 13.23 acres and that is not an orange grove it is a single lot that is part of the Sunny Ridge development and the rest of the properties range from 1.55 to 2.44 acres. What they are proposing here in terms of house size just does not fit. The current surrounding house sizes are at least two times as much larger as the minimum proposed size; it just does not fit here. During previous meetings it was established that the current PUD expired in 2007 so there are no vested rights under an expired PUD, so this land is not guaranteed anything. The Commission is not bound by the previous PUD. It should not be approved for the 120 units. If the Commission decides to go back and look at the PUD, even though it is expired, the language clearly states that it has to be extended or reduced. There is no verbiage for higher density. Therefore, what they are asking for does not fit. It is a great piece of property and there are really nice lots and houses around it. There is a lot of potential to be something great, but this is not it.

Jim Curtis, Sunnyside Drive, mentioned that he has numerous pictures and videos of the eagle. He lives right next door to the house where they say is the osprey nest. He was not sure how to bring this to the Commission meeting other than his phone and can prove the dates for the last three months, each month they have been taking pictures and videos. He asked that the expert who conducted the review and wrote the report review his pictures and videos. **Mayor Dennison** stated that they could have them reviewed that after the meeting. She then asked Mr. Beliveau to go over the lot sizes one more time.

Commissioner Pederson added that he would like them to touch on the expired PUD and whether there is an extension or if a reduction as granted on the houses within the PUD.

Mr. Beliveau remarked that it is 120 houses, 119 acres. **CM Minner** pointed out that the density count was one acre a unit and the next part of the question on the parent site is still the same acreage 119.35 and instead of 120 lots it is 140 lots. The density is now 1.18 units an acre for an increase of .8 units an acre not counting the one acre 18 lots on the non-parent site where you could build a really big estate house.

The original plat that they were referring to as the parent site on the non-lake side part of the road is 119.35 acres and that is 120 lots approved. The revision of 119.35 acres on the non-lake side with 141

lots is an increase of 21 lots; so that is an increase of .18 units per acre. On the water side that is an 18 acre site with approximately one acre lots. **Mayor Dennison** asked when the 18 acres was approved. **CM Minner** answered that the applicant is requesting approval on the 18 acres tonight.

Mr. Beliveau stated that they looked at the Task Force analysis for the reason of overlaying their parcel on the task force map. They looked at the percentage in the one unit per acre versus the other land use designation and it appeared that the parent track ran about 56% in the one unit per acre. All they could do is surmise they did not know for sure because there was nothing in the minutes and majority of the property was within the one unit per acre and the City Commission cited for one unit per acre. It is all one owner so they went with one unit per acre, it made logical sense, but there is nothing in the minutes that says that. Looking at it from the standpoint of where they are now they have 137/138 acres and they are asking for 159 units. It is a slight bump up of about 20 over that per acre. In looking at the criteria of the development with the subdivisions around this development they were platted a while ago, but that does not mean they are not there. They are developed at densities pretty close to what they are proposing and those houses and lots exist. They went to the tax office and looked at the lot sizes in Gibson subdivision, those lots fall into the range size of their lots. Looking at lot sizes there the average lot size comes out to 1.22 units per acre. They looked at what the average lot size encompasses and they know that subdivision has been there awhile, but that is the size of the lots in the area. Looking at the proposed subdivision it is .88 we are still not looking at five acre tracks we are not looking at three acre tracks this is an older subdivision. Looking at Shady Dells to the west, an older development as well, but those lots are very small, but they are aggregated. They have been aggregated to build a house because the lots are so small. That development yielded almost four units per acre. Sunny Crest is at 2.75 per acre, Lenora Park subdivision, the lot size there encompasses 2.31 per acre, Woody Acres has .95 per acre and Cisky Park is over two per acre. This is the pattern going around this proposed development and even though there are large lots that abut us that is what we used for examples. We will have buffers buffering those large lots. If you take the density of four acres per acre and times the uplands that are on our property for the future land use designation of estate that still gives us the allowable 316 units. That is only on the uplands and that estate residential. Again, we are not looking at anything excessive. If there is some room and if the City's not happy with it they are open to suggestions.

Mayor Dennison asked if they were willing to go to one to one acre lots. **Mr. Beliveau** replied that they could not do one acre lots because they would not be able to get to one to one acres throughout the development. **Commissioner Robuck** wanted to clarify that they would not be able to get the one lot per acre for the whole parcel. **CM Minner** also questioned if they would need to go back to the 120 lots on the parent side of the development. **Mr. Beliveau** remarked that on the parent side it would be 120 and 18 on the other side would give him the 138 lots. **CM Minner** stated that is what the Mayor is asking them to go to. **Mr. Beliveau** said yes. **CM Minner** wanted to verify that they are agreeable to 120 lots on the parent side and 18 on the other because that sounds like a one lot increase on the existing side and they are bringing in 18 lots of estate on the other side of the lake.

Commissioner Hurley stated he has lived in Leesburg since 1988 and since then from Fern Street down to Sleepy Hollow Road it has been neighborhood after neighborhood with small 50 foot lot lines. Sunnyside Drive has always been the barrier for Lake County and the people in this area this is where we have the five acre tracks and the bigger pieces of property with the beautiful homes. We have areas like CR-44 where the higher density developments will go, but when you get to Sunnyside heading south, which is down towards the lake, he cannot wrap his head around putting high density homes in that area.

Mr. Beliveau said that one unit per acre is not high density. **Commissioner Hurley** replied that compared to what is in the area it is. **Mr. Beliveau** continued to say that there are subdivisions that wrap around them that are pretty close to what their development would be. That is why they looked at this and

they came close to having it comparable. **Commissioner Hurley** asked if he was referring to the other side of Sunnyside on Sleepy Hollow Road. **Mr. Beliveau** answered no, they used the ones that are to the south of them, which is what the maps illustrated. **Commissioner Hurley** stated looking at the diagram he pulled up on satellite imagery he does not see where they are getting the subdivision butting up to this property. All he sees is two houses, then one house, the orange grove, then two more houses. He asked where in here is the subdivision. **Mr. Beliveau** replied referring to the map; there is a subdivision just south of the 18 acres, there is a small subdivision going down Sunnyside to the south, then you pick up another subdivision directly west of the western boundary. There are a few more subdivisions heading down Sunnyside Drive. **Commissioner Hurley** pointed out that one of the subdivisions only has nine houses and to him that makes a big difference. **Mr. Beliveau** mentioned that they are also sitting on 139 acres versus those nine houses sitting on approximately 12 acres.

Vicky Coffin, Gibson Terrace, stated she lives just south of this monstrosity that is trying to come in. When looking at Gibson Terrace they are a high and dry community. They have ten lots that make up their cul-de-sac; there are no wetlands, nothing. If they want to count that then they need to take out all the wetlands that they are including for their measure of houses and look at it that way.

Sunny Ridge Trail across the street has nine lots and the one that Mr. Beliveau keeps referring to as the buffer that is a lot which will be built on at some point. Those are all fairly good sized lots. If you go up Sunnyside and go through the first s-curve you run into Chuck Idell's property; he has eight acres. Then you have one small property built on about half an acre. Then there is a rental house on five acres. They are all high and dry. It is so frustrating because you can play with the numbers and play with the acreage, but what they are trying to put in is four houses to an acre. They have one house to an acre and a lot of them have two houses to an acre. Across the street from Chuck Idell's house is the Sunnyside Estates and most of those are five acre lots and that includes the wetlands.

They are all beautiful homes ranging from \$300,000 or more. You cannot compare Shady Dells, built so long ago before there was even much of development out there. She does not know if there was even paved roads when that was built. For the piece they want to annex into the comprehensive plan that in the county right now she knows it was presented for the Sunnyside Task Force Plan where they want to put in 18 homes. Right now those are one home to three acre lots. When talking high and dry there should only be five homes there because you have a lakefront view and part of that was to keep the beauty of the lake. She gets wound up because you cannot compare Shady Dells or Cisky Park because most of that was platted or built prior to the Task Force. That was the whole point of the Task Force so that area would stay nice. They have residents that run and bike that area and the roads really are not safe for all the bikers because they are so small. Just like Silver Lake its nice, they have a nice recreational area, and this is going to destroy it. They did not say anything when they were building from Sunnyside down to 441 because they thought they had an agreement they could rely on. Now they are trying to say that for whatever reason and because Ron Stock snuck in one little weasel word line that they never saw that the city may get out of this agreement. She thinks you cannot take into consideration the subdivisions and include all the wetlands as part of being buildable because its not.

CM Minner pointed out for clarity the chronology is important and what he understands. The Sunnyside development agreement came into play in 2004. Then the original parent subdivision was approved in 2005 after the agreement and the subdivision was approved with 120 lots on the 119 acres. That agreement has now expired and they are here asking for it to be renewed. **CA Morrison** added that the Task Force was adopted June 28, 2004, the annexation application for the old PUD was May 2005.

Planning and Zoning heard it in July of 2005. The City Commission granted the PUD in December of 2005 and according to the terms of the PUD, it expired in 2007. **CM Minner** continued to say if you go back to what Mr. Beliveau put on the table we are basically going back to what the Commission originally approved after the agreement was made with the Sunnyside POA.

Chuck Riddle, Sunnyside Drive, said they have heard about 137 acres and 157 homes and of that 137 acres you have maybe 70 acres of buildable land. They should only be building 70 houses because you have 70 buildable acres. He knows there is a formula out there, but to the current homeowners it makes no sense.

Mr. Beliveau answered that they have 93 acres of uplands not 70 in the PUD. Even with the 159, the density is only 1.7 units per acre so they are still below two. If they drop it down to the 139 then they are even below that on a net basis. They have 93 acres of upland and they already flagged it because they wanted to know what their playing field was. They are willing to go back to the original agreement for the one unit per acre, which is almost a 100 unit drop. His client will not be happy with him though when he gets that call. **Commissioner Hurley** inquired how many actual acres can you build on. **Mr. Beliveau** answered 93 acres. **Commissioner Hurley** then remarked what you are saying right now is that you would propose building 93 houses. **Mr. Beliveau** replied no, he is proposing the 139 homes. **CM Minner** pointed out that he proposed 120 houses on the parent side. **Mr. Beliveau** said that he still had the 18 acres to work with on the other side. **CM Minner** said no, he thought the 18 acres was on the waterside. **Mr. Beliveau** agreed, it is on the waterside. **CM Minner** then asked for clarity of the 119 acres you have 90 lots that are buildable. **Mr. Beliveau** replied no, they have 93 acres total between the two tracks. He believes Commissioner Hurley was referring to the total project. **CM Minner** replied that was not the questions; the Commissioners asked is 93 acres the total buildable project land to build on. **Mr. Beliveau** answered yes. **Commissioner Robuck** pointed out that we have always included the wetlands as part of the project whenever we have done these. **Commissioner Hurley** questioned without looking at the total project with the houses they own, they mow, they take care of a one acre lot is that number 139. **Mr. Beliveau** said he is not willing to go down to 139. **Commissioner Hurley** remarked that he is a no vote.

Commissioner Christian commented back in 2005 it was discussed in the initial PUD where they were approved for 120 lots on 119 acres without the 18 additional that they are bringing in today. With trying to look at both sides of the equation, and he was here in 2005, there was probably just as many people in the audience then as there is now and that was probably one of the reasons the Commission actually voted. We are here now and no matter in what part of the city development wants to come we have people saying not in my backyard; whether it is Silver Lake, Sunnyside and now we are hearing Whitemarsh. So being the developer, his questions would be what can he build on 137 acres that would pay taxes every year, that would be amendable for the city and the neighborhoods. There was a guy earlier saying he could build 6,000 square foot custom homes and if they have 18 acres on the lake that would be the perfect place to put a custom homes, but apparently that market does not bare that because if it did that would be proposed tonight. We have a developer here who is trying to make amends, trying to get something that everyone can live with and he is giving up something the community is asking for. He thinks we also need to be considerate because this is a capitalist society and it is about making money without destroying a community or a neighborhood. What the Commission is asking for is one house per acre, he thinks that is where the confusion is coming in because what he is hearing is 93 acres and putting in 93 houses and for the representative to stand here without being the owner of the property he does not want him to make any statements he cannot fulfill. He does not want him coming back later saying he just cannot build it and he does not want to put him in that type of situation. In 2005 there was an agreement on the table for 120 houses. The applicant now wants to add 18 units in total; looking at approximately 138 units. **Mr. Beliveau** agreed and said that it is the same deal that was here in 2005. **Commissioner Christian** wanted to know how the city's positions is on this. **CM Minner** replied that staffs perspective is that the original deal plus the 18 estate lots was a reasonable request. It lives up to the PUD. It was something that was approved in the past by this body after the Sunnyside agreement and it renews the entitlement that was already issued by this body in 2005. We made the agreement and said Sunnyside is sacrosanct, then the Commission went and put 120 lots on 119 acres and they are back

tonight saying lets do the same thing that we already agreed to in 2005, plus give them up to 18 one house on one acre lots on the other side of the road. That is the deal before the Commission and staff believes that to be reasonable, it is within the code, and it was previously approved by this body back in 2005.

Commissioner Hurley stated that he appreciates the comments made by Commissioner Christian for the developer and for the developer to be able to make money and everybody understands that there is a ratio where he breaks even or makes money. However, with the wetlands they do come cheap, you do not pay a lot of money for wetlands, your paying for the dryland that you are building on. **Mr.**

Beliveau remarked to the extent of the water and the sewer lines that was his main problem and that was his cutoff line with the developer that if we have to extend the water and sewer lines to get here that is where they would have a financial obligation and a problem. If they get anywhere south of one to one his cut off line for that was between 139 and 159 and anything south of that he cannot afford because he cannot get there from here. Its not going to work because water and sewer is required by the City of Leesburg and you cannot do a project unless you have water and sewer. He would have to extend water and sewer from the north of this project and for them to get those lines extended he would have to make that cost efficient and the more that goes up, the more the cost of the homes go up. He is getting to the point that this product is going from a product one market up to a different market level and he is not meeting the type of people they are trying to meet here. **Commissioner Hurley** asked if he does not think there is a market for this type of home because that is his argument. Some people say there is no where in Leesburg they can get a nice higher end home and people do not want to spend a lot of money on a small lot. Then they are like where can we go that has a house that sits on an acre that is about 3,500 to 5,000 square foot with all the goodies and for him that is the issue. There have been an enormous amount of subdivisions built in the area when you go down Sleepy Hollow Road every but here. **Mr. Beliveau** pointed out that is a whole different product and square footage. These are 1,800 to 2,400 square foot homes. **Commissioner Hurley** remarked they are building that everywhere. **Mr. Beliveau** said these are bigger, they are building 1,200 to 1,600 square foot houses. **Commissioner Hurley** answered that they were just here; we just had this discussion with the previous applicant. **Mr. Beliveau** stated you only bumped up a series of their homes. We are starting at 1,800 to 2,400 square feet, that is our base and these are 8,750 to 10,000 square foot lots. This is a completely different product line compared to the project before them. This is a different market segment. From a density standpoint, they are not high density, they are not a cluster development. They have 62 acres of open space, which is 45%, they have recreation amenities and are working with the county on helping with the road improvements.

Linda Tucker, Tuscawilla Street, commented that she grew up in Leesburg, you have an agreement that was put in place twenty years ago and some developments are still abiding by that. Looking at Sunnyside Trails that is city, easy access to your water supply. When you have three to five acre lots and want Leesburg growth and attractiveness to bring things like the University of Florida who has partnered with the Leesburg Hospital and doctors into an environment, you need to make it that way and make it like that agreement was twenty to thirty years ago. One to three acre track homes with 119 homes is for selling purposes. Do we really have to go that low and make it that dense? That is just putting nails in the coffin and making Leesburg even more of a crimes hill, but in Lake County. So how is that attractive 18 homes on a beautiful lake, instead of five or six lake front homes. Depends on how you want Leesburg to grow, but if we can copy Secretariat or Sunnyside Trails and flip it over we can make it a beautiful community that everybody has abided by in the agreement from twenty to thirty years ago.

Murray Tucker, Tuscawilla Street, addressed Commissioner Hurley's earlier statements regarding the subdivisions with a few homes in them and as he said before those smaller subdivisions that wrap around those were platted in the 1920's. He does not care how much they squint and turn their heads they cannot call that a development pattern because they have been there forever. They were taken into account when

the Task Force was presented. He does not think you can call this a one to one property. Even if there are a few houses to the north and a quarter of what we have here it just does not go.

Jack Gelb, Woody Court, commented that he has been a resident there for almost ten years and his house sits on about an acre. He has a well and septic and does not know if that will ever be an issue if they went to one house per acre with that subdivision; would they make him go to city sewer and water. Looking at recent development within the interior of Sunnyside, he believes the Meadows, and comparing the size of the property we are talking about he thinks there is about thirty five homes there. He believes that is the latest development within the interior of Sunnyside that actually sits right inside where it says "Welcome to Sunnyside". If we took that and transposed that into their area of buildable land you could probably double that, which would get you at about 70 houses. If that was the case then so be it, but as Commissioner Christian pointed out everyone is entitled to make money and they should be able to prosper. However, we are also looking at the integrity of what was put inside of Sunnyside; what is there now. What the Task Force, they should go back to those bylaws and what was in there and stick to what is really on the interior and not the existing red that is on the outside of Sunnyside.

Mayor Dennison asked PM Miller if when the Planning commission viewed this, it was denied. PM Miller answered yes, the Planning Commission's recommendation was Denial. Mayor Dennison inquired if PM Miller remembered why it was denied. PM Miller responded if he remembers correctly it was the roadways and then density; those two major concerns.

Mayor Dennison called for the roll call.

The roll call vote was:

Commissioner Robuck	Yes
Commissioner Hurley	Yes
Commissioner Pederson	No
Commissioner Christian	Yes
Mayor Dennison	No

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

5. **An Ordinance of the City of Leesburg, Florida, amending the Comprehensive Plan Future Land Use Map of the City of Leesburg, changing the Future Land Use Map designation of certain property containing 18.5 +/- acres from Lake County Rural to City of Leesburg Estate, for a property generally located South of U.S. Highway 441, and East of Sunnyside Drive, as legally described in Section 33, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Sunnyside Lake Land Holdings LLC)**

DENIED ORDINANCE 20-40

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

Commissioner Robuck made motion to adopt the ordinance and Commissioner Hurley seconded the motion.

Mayor Dennison requested comments from the Commission and the audience.

The roll call vote was:

Commissioner Hurley	No
Commissioner Pederson	No
Commissioner Christian	Yes
Commissioner Robuck	Yes
Mayor Dennison	No

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

Mayor Dennison stated the Commission denied the acceptance of the future land use for the City of Leesburg for this property. **CA Morrison** added that Lake County rural would not allow the density proposed by the PUD so that moots the next agenda item.

ITEM 6.A.4 - ANNEXATION REVISITED

Commissioner Robuck thinks, even though we normally do not do this, that maybe we should at least ask the applicant if they would like the Commission to reconsider a revote on the annexation.

Mayor Dennison asked Mr. Beliveau if he would like a re-vote on the annexation.

Commissioner Pederson inquired that even though the Commission approved the annexation, the applicant still does not have to annex into the city if he does not want to; correct.

CM Minner replied no, the Commission annexed the property on a 3-2 vote, so the next phase would be that we need to land use this because it still has a county zoning designation. If Mr. Beliveau does not request to have this reconsider of the annexation vote then this matter needs to go back to the Planning Commission for a recommendation on a zoning classification while it sits in the city with a county designation. This is not normal which is why Commissioner Robuck asked Mr. Beliveau if he wanted the Commission to reconsider.

Mr. Beliveau responded that he does not have his client present to find out his intent. They do have a 30-day appeal period under state law so he would like to leave it there and if within that 30-days they can appeal the ruling for the annexation.

CA Morrison pointed out that typically at the next meeting the prevailing party could bring it up for reconsideration. **Mr. Miller** agreed with the city attorney that somebody who voted in favor of denial could bring it back up.

CM Minner then asked if they can put a future land use designation on the property now that it is one unit per acre. It has not been advertised, but at least it would be in there and it would have a zoning classification. **Mr. Beliveau** remarked that they have one estate and that is the lowest one. He would rather leave it here. He will meet with his client and they can appeal the annexation within the 30 days.

Commissioner Hurley questioned can they appeal the annexation and turn, then he is out if he wants to.

CM Minner replied yes. **Commissioner Hurley** added that he just wanted to make sure he would not be stuck. **CA Morrison** pointed out that it is more likely they will appeal the denial of the future land use.

Mr. Beliveau said unless you can vote for the PUD and deny with prejudice.

Mayor Dennison asked what happens when you have two members who voted yes are no longer here in January; what happens if the third member is unable to attend that meeting. **CA Morrison** stated then it would stand as it is now. **Mr. Beliveau** then stated he would like the Commission to vote for the PUD and deny without prejudice. That way they at least have it on the record that they are denying the PUD, but if he wants to bring something back they want to leave the annexation intact. That way they can apply for another shot at it where he does not have to wait another year. **CA Morrison** remarked that he is unsure the Commission has that authority to vote on the PUD because it would grant entitlements that the future land use does not permit and that is a big no-no. Speaking to his concern, if the PUD is not

denied formally then with or without prejudice does not matter. Right now you do not have an obstacle there.

Mr. Spain requested that the Commission consider reconsidering its vote on the plan amendment being that as the city planner can attest and Mr. Beliveau testified there are no future land use designations less dense than what his applicant has requested. If the property is annexed into the city, which it was, then the city at some point has an obligation to assign a land use designation. Obviously, this evening we heard concerns about the density of the PUD that goes to zoning which is separate from the land use.

When you look at the available land use classifications that the city has there is nothing less dense than what they are asking for. The state reviewed the application and they responded with no objections on the future land use designation and it is the same designation as on the parent track. Again, you want to assign the zoning and approve the PUD based on density concerns. Right now we have a piece of property that technically came into the city that has no city land use designation and there is no city designation that is less dense than what his client has asked for. He respectfully asks for the Commission to reconsider the vote, they have heard their concerns on the PUD, and they anticipate the Commission would likely vote to deny that for the reasons expressed.

CA Morrison replied that there is some sense in what is being proposed because whatever they may want to apply for they cannot go any lower on the future land use. The Commission would reach the same result if it granted the future land use and deny the PUD. Just because the land use permits up to four units per acre that does not obligate them to determine that this particulate piece of property is suitable for that density. Due to extraneous factors whatever it be traffic, the proximity to the lake or whatever, it might be based on the evidence presented at an upcoming meeting. This is an awkward situation and he is not sure how they should move forward from here. If they reconsider and grant the future land use designation and then deny the PUD still nothing is going to get built until they come back with a revised plan or a court says we shall whichever it turns out to be. But setting it up that way is a much cleaner situation so moving forward whether it be judicially or before the Commission.

Commissioner Hurley made motion to reconsider the annexation and Commissioner Robuck seconded the motion.

The roll call vote was:

Commissioner Christian	No
Commissioner Robuck	Yes
Commissioner Hurley	Yes
Commissioner Pederson	Yes
Mayor Christian	Yes

Four yeas, one nay, the Commission approved reconsideration of the annexation.

Commissioner Robuck made motion to table the annexation so that the petitioner does not have to wait a year, they can make the changes needed and come back to the Commission at a later date and Commissioner Christian seconded the motion.

Commissioner Pederson inquired that in tabling this the applicant can bring it back within the year. CM Minner replied yes. Commissioner Hurley asked what if we vote no. CM Minner answered that if its voted to be tabled its still annexed and you still have an unincorporated parcel in the city without a designation because you already annexed it in.

Commissioner Robuck withdrew his motion.

CM Minner stated that there was a motion on the floor to reconsider that passed Commissioner Robuck then put a superseding motion to the table the annexation, which he just withdrew so now we are back to an open floor. We would need a motion to de-annex.

Commissioner Hurley made a motion to de-annex the property.

CA Morrison asked that they not word it like that because there is a whole lot of panoply of legal requirements for de-annexation and we have no evidence before us to suggest this is eligible for de-annexing. He suggested making a motion to rescind the earlier vote to annex the property.

Commissioner Hurley made a motion to rescind the earlier vote to annex the property and Commissioner Pederson seconded the motion.

The roll call vote was:

Commissioner Hurley	Yes
Commissioner Pederson	Yes
Commissioner Christian	Yes
Commissioner Robuck	Yes
Mayor Dennison	Yes

Five yeas, no nays, the Commission DENIED ORDINANCE 20-39 for annexation.

Mayor Dennison remarked that the Commission did not annex the property into the City, so the applicant will need to deal with the county from here on out.

6. **An Ordinance of the City of Leesburg, Florida, Rezoning approximately 137.35 acres from City PUD (Planned Unit Development) and Lake County R-1 (Rural Residential) to City PUD (Planned Unit Development) to allow for the development of 159 Detached Single Family Units, for a property generally located South of U.S. Highway 441 and East and West of Sunnyside Drive (South) as legally described in Sections 29, 32, and 33, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (SUNNYSIDE LAKE LAND HOLDINGS, LLC)**

Per City Attorney this item does not need to be heard per the Denial of the Annexation and Comprehensive Plan.

B. FIRST READING OF ORDINANCES

1. **NONE**

C. NON-ROUTINE ITEMS

1. **NONE**

7. INFORMATIONAL REPORTS:

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

A. NONE

8. CITY ATTORNEY ITEMS:

None

9. CITY MANAGER ITEMS:

CM Minner informed the Commission that he would be out of the office tomorrow, Wednesday through Monday. If they need him they could contact him by cellphone. Chief Johnson will be in charge. He also wanted to let them know as of Friday all the Cares Act money was spent. We spent the original allotment and fingers crossed that maybe another \$75,000 will be forthcoming from the county. We should know more after Christmas and before the New Year. He wished everyone a Happy Holiday. To Commissioner Hurley and Mayor Dennison he appreciated working with them, they have one more meeting to attend on the first Monday of the new year and he is sorry their eight years had to end with a tough meeting.

10. ROLL CALL:

Commissioner Hurley commented that it has been a fun eight years and he has enjoyed them. They have accomplished many things that the community is proud of. He loves Leesburg and he looks forward to seeing what the next Commission will bring. He wished everyone a Merry Christmas and hopes they have a blessed holiday season and New Year.

Commissioner Pederson stated he has enjoyed working with both Mayor Dennison and Commissioner Hurley; it has been a fun two years. He has learned much and he is going to miss them both. He wished everyone a Merry Christmas.

Commissioner Christian wished everyone a Merry Christmas. He wants everyone to stay safe and to continue to wash their hands, and avoid large crowds and gatherings. We see there is another surge going around in our country and our communities. He has a good friend, a Pastor in Ocala, that was just found deceased on Friday due to Covid complications. This is a very serious matter he knows some people think its a political game, but people close to our city are passing away. He wants people to continue to be vigilant and safe. To Mayor Dennison and Commissioner Hurley, its been great working with you both. Leesburg has done some great things and he does get offended when people come in who are supposed to live in our city and they say they go to Mt. Dora or other places. He does not think anyone who buys a house has to live in that house forever, they are free to move if they want to. This city does great things including the concerts, look at our boat ramps, other city's around Lake County cannot tip their hats to these boat ramps. We have the new community building, gymnasium and swimming pool. We have done a great job and this city is not in debt; we are poised for growth. As Commissioner Hurley said its a very nice area and it will continue to grow and people will come in and say do not build a house in my back yard, but the reality is these areas are where developers want to go. He would just hate to be the guy that owns the land, to try and develop it and this Commission tells him no. He wished everyone a wonderful New Year and God bless.

Commissioner Robuck said he has enjoyed serving with both Commissioner Hurley and Mayor Dennison. Certainly we have focused on equality of life and despite his kicking and screaming about the

price tags sometimes they got a lot of really nice buildings built. Mayor Dennison with all the stuff you have done you did a really wonderful job getting your district along with the south end of Leesburg more involved and he really appreciates that. He wished everyone a Merry Christmas and a Happy New Year.

Mayor Dennison thanked everyone, stating it has been an exciting eight years and we have accomplished a lot. You may see the Commission fighting, but that is because we love Leesburg and we care about what happens to it. She hopes that the new Commission coming on, that the two new members will help to keep this moving ahead and continue to make Leesburg shining in central Florida and for the rest of Florida. She thanked everyone for coming tonight. She then thanked Commissioner Christian, it has been an honor to serve. Commissioner Robuck she had enjoyed working with him. Commissioner Pederson thank you very much and good luck. Commissioner Hurley what can she say, but please everyone have a Merry Christmas and a Happy New Year. Its been one heck of year, please stay safe and realize this is not over yet we want all of you to come back next year and to let your concerns be heard. As you see with this latest we do listen to the citizens, so please enjoy and stay safe.

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 8:50 p.m.

**AGENDA MINUTES
CITY COMMISSION MEETING
VENETIAN CENTER, 1 DOZIER COURT
MONDAY, DECEMBER 14, 2020 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting Monday, December 14, 2021, at the Venetian Center. Mayor Dennison called the meeting to order at 5:30 p.m. with the following members present:

Commissioner John Christian
Commissioner Dan Robuck
Commissioner Mike Pederson
Mayor Elise Dennison

Commissioner Jay Hurley arrived at 5:55 p.m. Also present were City Manager (CM) Al Minner, City Clerk (CC) J. Andi Purvis, City Attorney (CA) Fred Morrison, 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. Employee Service Award Recognition:
Five Years: Travonte Kitchen, Police; Rahmel Seabury, Public Works; and Phillip Thomas, Gas
Fifteen Years: Timothy Patten, Public Works and Sonja Vicchiollo, IT**

Human Resources Director Melissa Arriaga and CM Minner presented service recognition awards for 15 years with the City of Leesburg to Timothy Patten, Public Works, and Sonja Vicchiollo, IT.

No Five year awardees were present.

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.

Beth Doestch, president of the GFWC Women's Club of Leesburg, stated the Women's club is a very stable club with 40 members. They are looking for support going forward to find a location for their club. They had a building on 6th Street until about three years ago when they sold it. They have met at Venetian Gardens and at the Eagles in Okahumpka. They are seeking support for a building to re-establish the Women's club in Leesburg.

Lay Brother Steven Gerrard stated he is delighted to let all know that he represents this new possibility for Leesburg; called a Life Peace Zone. They recently walked the Christmas parade and it was a wonderful moment for everyone. Life peace zones have been circulating in the United States since probably about 2008. He provided each commissioner a little flyer and asked them to review the two articles listed that have been published; one out of Cincinnati and the other, more recently, in Wildwood under The Villages newspaper. Life peace zones continue to be getting main stream and citizens in the USA are empowered under the constitution to move our society in new positive directions. This gives a new opening for a new chapter in the zoning laws. He stated he is willing to provide the commission a wholesome presentation on how Leesburg could add this new chapter into law. He is a veteran and believes in this new possibility and believes it is very constitutional.

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.5 - South Sumter Utility Company - 2nd Amendment, Provision of Wastewater
- 5.C.7 - State of FL Fish and Wildlife Conservation Commission - grant agreement

Commissioner Christian moved to adopt the Consent Agenda except for 5.C.5 and 5.C.7, and Commissioner Robuck seconded the motion.

The roll call vote was:

Commissioner Christian	Yes
Commissioner Robuck	Yes
Commissioner Pederson	Yes
Mayor Dennison	Yes

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

A. CITY COMMISSION MEETING MINUTES:

1. NONE

B. PURCHASING ITEMS:

1. Purchase request by Fleet Services for the replacement of existing vehicles budgeted in the 2021 Fiscal Year.
2. Resolution of the City Commission of the City of Leesburg, Florida approving the City of Leesburg to use the FMPA awarded Services Agreement with Lewis Tree Service to provide line clearing and vegetation management services for the City's Electric Utility; and providing an effective date.

ADOPTED RESOLUTION 10,763

3. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a software license, support, and maintenance agreement with Upland Software, Inc. for a period of 3 years and a total cost of \$78,599.99; and providing an effective date.

ADOPTED RESOLUTION 10,764

C. RESOLUTIONS:

1. Resolution amending the Fiscal Year 2019-20 Budget for the General, Carver Heights CRA, Capital Projects, Electric, Wastewater, Airport, Risk Management, Recreation Impact Fees and Building Permits Funds for the Fourth Quarter.

ADOPTED RESOLUTION 10,765

2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Lease with the U.S. House of Representatives (Congressman Daniel Webster) through January 2, 2023; and providing an effective date.

ADOPTED RESOLUTION 10,766

3. Resolution of the City Commission of the City of Leesburg, Florida authorizing and directing the Mayor and City Clerk to execute a Quitclaim Deed between the City of Leesburg as Grantor, and Nakia Myles as Grantee, for the purpose of conveying to the Grantee a portion of land

owned by the City adjacent to the Grantee's property, to conform her lot to the size and configuration of other lots in the general area; and providing an effective date.

ADOPTED RESOLUTION 10,767

- 4. Resolution of the City Commission of the City of Leesburg, Florida authorizing and directing the Mayor and City Clerk to execute an Interlocal Agreement to transfer jurisdiction over Hollow Lane (4523A), between the City of Leesburg and Lake County, Florida, for the purpose of setting forth the terms and conditions for a transfer of jurisdiction over this roadway from County to City; and providing an effective date.**

ADOPTED RESOLUTION 10,768

- 6. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Amendment to the Interlocal Agreement for Disbursement of CARES ACT Funds with Lake County; and providing an effective date.**

ADOPTED RESOLUTION 10,769

- 5. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Second Amendment to the Reservation and Provision of Wastewater Services with South Sumter Utility Company, LLC; and providing an effective date.**

ADOPTED RESOLUTION 10,770

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

Commissioner Christian made motion to adopt the resolution and Commissioner Robuck seconded the motion.

Mayor Dennison requested comments from the Commission and the audience.

Commissioner Pederson asked for clarification on this agreement. Reading the agreement he was not fully understanding why South Sumter Utility would meter the way city billing is based on their meter and that they maintain and calibrate annually. This just seems odd.

CM Minner stated SSUC is The Villages. The original agreement established that there would be one meter point just outside the headwall of the Turnpike wastewater facility. The Villages was responsible for constructing that meter pit and putting that together. Since created and designed, the problem is two-fold; 1) the way the flow comes into that meter pit, it comes in down an angel so we have a little more head pressure there than normal, and 2) because the capacity is not full to that pipe, we have been getting

false readings. We have spent about a year and a half trying to go through theories of why that was wrong and finally got the engineers from The Villages on the same page. To make up for those two issues, the gravity head pressure situation and as well as the lack of capacity in that pipe, we came up with the separate meter pits that we will measure and get a more accurate flow of the wastewater that comes in. There is other ways we can double check this and one is some of our influent and effluent meters that go out of the plant, and the bottom line that really got us on the way that this was not working, was when our input said that their input into the sewer plant was greater than the water they pumped out of the ground. We think we have an equitable change. This is not standard, but the situation and the engineering issues we have out there are not standard either. He thinks this is a reasonable fix. Commissioner Pederson stated his reaction to this is it is our billing, as he reads it, and he thought they should pay for it, but that we should control it.

CM Minner replied they are paying for it.

Commissioner Pederson understands they are paying for it, but feels like we are putting the payee in charge of the amount of revenue generated for the city.

CM Minner stated we are putting in two separate meters. We have checks, are requiring meter tests and we can take those results and back it up. He does not think this will be a situation where we are not in control of what is coming into the plant.

The roll call vote was:

Commissioner Robuck	Yes
Commissioner Pederson	Yes
Commissioner Christian	Yes
Mayor Dennison	Yes

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

7. Resolution of the City Commission of the City of Leesburg, Florida authorizing the City Manager to enter into a grant agreement with the State of Florida Fish and Wildlife Conservation Commission for the Venetian Gardens Boardwalk and Docks Project; and providing an effective date.

ADOPTED RESOLUTION 10,771

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

Commissioner Robuck made motion to adopt the resolution and Commissioner Christian seconded the motion.

Mayor Dennison requested comments from the Commission and the audience.

Commissioner Robuck thanked staff for continuing to go after grants even after we funded the project. It was a surprise to see \$600,000 coming to the city, but have we already budgeted for this project?

CM Minner replied correct.

Commissioner Pederson stated he thought this was previously funded by money from the Lake County Tourism Council.

CM Minner answered it is; we have two grants, the \$595-ish coming from the FWC and he believes about another six and a quarter from TDC. Staff budgeted upwards of \$750,000 and our probable bottom

line will be around \$250-ish.

Commissioner Robuck asked where we are on the boardwalk docks.

Public Works Director (PWD) Cliff Kelsey stated we are 100% design complete with a contractor already designated and standing by. Once we get the grant approved, we will come back to the commission with the procurement, give them notice to proceed and execute. It will take about seven to nine weeks for the manufacturer to build the docks and then another six to seven weeks for installation. Commissioner Robuck inquired as to the type docks or system being installed.

PWD Kelsey responded it will be a fixed pier floating dock system.

Mayor Dennison stated it was brought up some time ago that we wanted tie-ups for seaplanes on that boardwalk.

PWD Kelsey stated yes ma'am; there is one.

The roll call vote was:

Commissioner Pederson	Yes
Commissioner Christian	Yes
Commissioner Robuck	Yes
Mayor Dennison	Yes

Four 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. An Ordinance of the City of Leesburg, Florida, Rescinding Ordinance 18-19, Amending the City of Leesburg Comprehensive Plan Future Land Use Element to establish the Naval Undersea Warfare Center Okahumpka "Mission Impact Zone" Future Land Use Overlay Area; providing for compatible land uses; providing for appropriate objectives and policies to ensure compatibility and notification; providing for conflict with other ordinances; providing a Savings Clause; and providing an effective date. (Naval Undersea Center Mission Impact Zone - Comp Plan Amendment)**

ADOPTED ORDINANCE 20-45

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

Commissioner Christian made motion to adopt the ordinance and Commissioner Pederson seconded the motion.

Mayor Dennison requested comments from the Commission and the audience.

Steve Knowles, property owner near Bugg Spring, stated they own approximately 51 acres and because

the nature of this request, they reside in the county, they do not receive any notification. He does realize that at some point in time they may have to annex into the city of Leesburg, or do anything with the city, they will be impacted by what goes on out there. He said they have worked with the Navy, been to the Navy facilities, and know exactly what is going on there. They chose to purchase four of his acres back in 2015; they had another 50 acres they could sell, but the Navy chose not to purchase. With this request, the Navy has been brought to the table to be able to do whatever they want but because he is in the county, he has no standing. Important to understand that if anything is done out there, their first call will be to the city. He believes the Navy has every recourse as far as condemnation and wants on the record that he thinks this is not the right way for them to be dealing with this, but again because the nature of the request, no surrounding property owners ever get notified.

Commissioner Robuck asked if the county has passed the same ordinance.

CM Minner replied yes. He stated the city has already passed the Navy Overlay and due to an administrative mistake, we are going back through the process. These issues have already been discussed and he believes when passed prior it was David Knowles who expressed the same concerns to the commission. That is the procedural side; this really does not change anything except fix some of our administrative errors which does not change the intent. The bigger issue associated with this is the whole Bugg Spring area will be in an overlay zone. The Knowles' property in the unincorporated area is in the county's Bugg Spring zone, so it is already covered with this same map with restrictions that are probably a little bit more significant than the one we are covering the map with. He understands the concerns, they were there before and the result is that there is already an overlay district there. The one the city is putting over is not quite as restrictive as the county.

Commissioner Christian questioned notification if in the county no matter the distance to the property. Planning Manager (PM) Dan Miller replied the notification issue is because this is a comp plan amendment. Staff notify, by law, by city code, rezoning, variances, conditional use plan permits. Comp plans and annexations do not get letter notification, they only go into the newspaper. We could change our codes to add these notifications, but that is the reason why there is not a notification; it is based on the type of case.

Robert Hicks, part property owner with the Knowles', stated when this came up prior, they did not hear anything until the day of the actual meeting. They had to scramble and received no notice of planning meeting or anything; he actually saw it in the newspaper. Through these land use restrictions the Navy is taking property and property rights without any compensation and once these are in place there will be a chilling effect on all land use development out there because it will be detrimental to the property values. Another layer of regulations and red tape to have to deal with to potentially get approval for anything. Basically what he sees tonight is that the Navy is going to have power over any exception to anything out there.

Commissioner Hurley arrived at 5:55 p.m.

Robert Hicks continued to say that the Navy does not need any help with their own business; they have powers of eminent domain and have more power than anyone here. The Navy has not been elected to any office in Leesburg yet they have been given a seat at the table at this time; that is a very serious concern. They have been kept in the process of everything, yet he and partners receive no notification; their due process is not even properly given. He thinks it is a shame that local residents get put out while someone else is being accommodated on this. They have tried to work with the Navy but ultimately having their property values decreased and assured of red tape in the future if this goes through. He would request that they be given a longer time to address these issues and bring this back before a vote is taken.

Mayor Dennison asked the city attorney if he wanted to add any information.

CA Morrison stated that the Florida Supreme Court has held that comprehensive plan amendments, such as this one, are considered legislative matters and it is not a practice to give landowners or anybody else notice of legislative matters other than the published notification in the newspaper and those publications are required for comp plan amendments. If it were a zoning case, it would be different, but this being legislative it is considered like any other ordinance you pass and you do not notify people individually of that.

Commissioner Robuck stated he certainly does empathize with the property owners here in the sense that it seems pretty clear that the Navy is taking away some of their property rights. The problem for him is that they are not in the City of Leesburg and that this is a good ordinance for the properties that are in the city limits. This does not really negatively impact, in fact it allows specifically for the city to develop the properties of Leesburg. He thinks the property owners issue is really with the county's ordinance, which pertains to their properties, so they would need to go to the county with that. There was some talk about future annexation into Leesburg, but we cannot deal with property that is not in the city of Leesburg.

Commissioner Pederson inquired as to how long this facility has been there.

PM Miller replied his understanding is the late 1940's to early 1950's, but does not know the exact date.

Steve Knowles stated they have worked with the Navy over the years and they have never called them the first time to have any problem with the property, so it is not like this is being done because they have not been good neighbors. He understands their property is in the county, but the county is not going to be a player in what they do, if they develop this property; their first avenue of action is going to be talking to the city because the city has the utilities. This is R-6, which is four units per acre, and if looking at the Navy's acoustical bubble, that second layer takes almost all the road frontage off their property on CR 470. The second layer goes out 48, taking in close to 44 acres, which is 85% of their property and basically restricts them in the bubble.

The roll call vote was:

Commissioner Christian	Yes
Commissioner Robuck	Yes
Commissioner Hurley	No
Commissioner Pederson	Yes
Mayor Dennison	Yes

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

2. **An Ordinance of the City of Leesburg, Florida, to modify the Chapter 163 Development Agreement between the City of Leesburg and The Villages of West Lake, Area A: for a development of approximately 1,382.31 acres, providing a binding agreement and amendments for long-term development; including but not limited to density, intensity, land uses and process; approving development rights, and land development regulations for a property generally located near Florida's Turnpike, the Lake County and Sumter County Line, and North of County Road 470, as legally described in Sections 6, 7, 8, 9, and 16, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (The Villages of West Lake Area A Amendment)**

ADOPTED ORDINANCE 20-46

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

Commissioner Hurley made motion to adopt the ordinance and Commissioner Robuck seconded the motion.

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

The roll call vote was:

Commissioner Robuck	Yes
Commissioner Hurley	Yes
Commissioner Pederson	Yes
Commissioner Christian	Yes
Mayor Dennison	Yes

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

- 3. An Ordinance of the City of Leesburg, Florida, to modify the Chapter 163 Development Agreement between the City of Leesburg and The Villages of West Lake, Area B: for a development of approximately 1,230.42 acres, providing a binding agreement and amendments for long-term development; including but not limited to density, intensity, land uses and process; approving development rights, and land development regulations for a property generally located near Florida's Turnpike, the Lake County and Sumter County Line, and North of County Road 470, as legally described in Section 31, Township 20 South, Range 24 East, and Sections 5, 6, and 7, Township 21 South, Range 24 East, Lake County, Florida; and providing an effective date. (The Villages of West Lake Area B Amendment)**

ADOPTED ORDINANCE 20-47

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

Commissioner Christian made motion to adopt the ordinance and Commissioner Robuck seconded the motion.

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

The roll call vote was:

Commissioner Hurley	Yes
Commissioner Pederson	Yes
Commissioner Christian	Yes
Commissioner Robuck	Yes
Mayor Dennison	Yes

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

4. **An Ordinance of the City of Leesburg, Florida, amending the text of the Comprehensive Plan for The Villages of West Lake, Areas A & B, to establish Community Support Districts (CSD), Amend Level of Service to include Community Support Districts, and Amend Permitted uses, on property generally located North and South of Florida's Turnpike and North of County Road 470, and property located East of the Sumter County line, North of Austin Merritt Road and North and South of County Road 48, as legally described in Sections 6, 7, 8, 9, 16, and 17, Township 20 South, Range 24 East; and Sections 5, 6, and 7, Township 21 South, Range 24 East, Lake County, Florida; and providing an effective date. (CPTA 20-149)**

ADOPTED ORDINANCE 20-48

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

Commissioner Christian made motion to adopt the ordinance and Commissioner Robuck seconded the motion.

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

The roll call vote was:

Commissioner Pederson	Yes
Commissioner Christian	Yes
Commissioner Robuck	Yes
Commissioner Hurley	Yes
Mayor Dennison	Yes

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

5. **An Ordinance of the City of Leesburg, Florida, amending the City of Leesburg Land Development Regulations Article XI, Section 25-818 Definitions, establishing the definition of Age Restricted Development and establishing the definition of Community Support Districts for property generally located North and South of Florida's Turnpike and North of County Road 470, and property located East of the Sumter County line, and North of Austin Merritt Road and North and South of County Road 48 as legally described in Sections 06, 07, 08, 09, 16, and 17, Township 20 South, Range 24 East and Section 31, Township 20 South, Range 24 East and Sections 5, 6, and 7, Township 21 South, Range 24 East, Lake County, Florida; and providing an effective date.**

ADOPTED ORDINANCE 20-49

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

Commissioner Christian made motion to adopt the ordinance and Commissioner Robuck seconded the motion.

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

The roll call vote was:

Commissioner Christian	Yes
Commissioner Robuck	Yes
Commissioner Hurley	Yes
Commissioner Pederson	Yes
Mayor Dennison	Yes

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

B. FIRST READING OF ORDINANCES

- 1. An Ordinance of the City of Leesburg, Florida, modifying the conditions of approval on approximately 19.5 +/- acres for property generally located North of U.S. Highway 441, West of North Lake Avenue and South of Bentley Road, as legally described in Section 30, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Lake Griffin Reserve PDO Amendment)**

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

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

- 2. An Ordinance of the City of Leesburg, Florida, Vacating the existing 15 Foot Ingress/Egress and Utility Easements and the existing 7.5 Foot Ingress/Egress and Utility Easements consisting of approximately 27,367 Square Feet, generally located between Montclair Road and Carver Drive within Lot 3 of the Leesburg Industrial Center Plat, as Recorded in Plat Book 49, Page 27 of the Public Records of Lake County, Florida; and providing an effective date. (Leesburg Industrial Center -FedEx Vacate)**

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

Mayor Dennison requested comments from the Commission and the audience.

Commissioner Christian inquired if a FedEx distribution center is proposed for this site. CM Minner replied yes.

- 3. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 0.46 acres; and being generally located West of Sleepy Hollow Road and North of Old Tavares Road, lying in Section 20, 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 1; and providing an effective date. (CWC Homes Ax)

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

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

- 4. An Ordinance amending the Future Land Use map of the Comprehensive Plan for the City of Leesburg, changing the Future Land Use map designation of certain property containing approximately 0.46 acres, being generally located on the West side of Sleepy Hollow Road and North of Old Tavares Road, lying in Section 20, Township 19 South, Range 25 East, Lake County, Florida from Lake County Urban Low Density to City of Leesburg Estate; and providing an effective date. (CWC SSCP Old Tavares Road - SSCP)**

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

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

- 5. An Ordinance of the City of Leesburg, Florida, Rezoning approximately 0.46 +/- acres from Lake County R-1 (Rural Residential) to City R-1 (Low Density Residential) for a property generally located West of Sleepy Hollow Road and North of Old Tavares Road, as legally described in Section 20, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (CWC Old Tavares Road - RZ)**

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

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

C. NON-ROUTINE ITEMS

- 1. NONE**

7. INFORMATIONAL REPORTS:

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

- A. NONE**

8. CITY ATTORNEY ITEMS:

CA Morrison had nothing this evening.

9. CITY MANAGER ITEMS:

CM Minner inquired of the commission, the CARES Act application is now extendable until the end of the month. We have remaining about \$75,000 left to spend and that is in category 2. At our last meeting he worked with Joanie who was able to probably get about maybe 8 of the category 2 grants paid out. What he would like to do, is ask the commission to shift those monies from category 2 to category 3. We already have approval from the county to do, that was given to him in writing from the county manager, Jeff Cole. If you shift those funds, you will probably be able to fund somewhere to the neighborhood of 10 to 13 additional business grants.

Commissioner Pederson asked for clarification on the amount.

CM Minner replied about \$75,000 and once that is spent we will be out of our initial 1.2 million dollar grant. The other news, as long as you are willing to do that, the county went ahead and approved giving out the remaining portions of their 64 million. Not sure where that is going to stand until probably closer to the end of the month, but they did approve that the cities could have their public safety expenses. So he went ahead and submitted a grant for our public safety expenses which is \$75,000. We are in line and that has been approved if the county goes ahead and approves the grants, so we might receive another check from them for that. His suggestion to the board would be that we take that check, once received, and fund category 3, which might give us up to another \$150,000 for category 3 expenses and then you will be looking at being able to fund probably another 12.

Commissioner Pederson thought all this money had to be out the door by December 31st or it went back to Washington.

CM Minner responded December 31 is the magic number.

Commissioner Pederson wants to make sure this money stays local and asked if we can get it distributed in time.

CM Minner replied if the commission approves what he has suggested tonight, that money will be out the door by the end of this week.

Mayor Dennison ask each commissioner if they were in agreeance. Commission agreed.

CM Minner stated staff will go ahead and shift those funds out and pending us receiving the public safety expenses, we will go ahead and get those out, should we get them. He will keep the commission informed as we move forward.

Mayor Dennison stated the commission was supposed to receive an email from the city attorney regarding the Robuck/Ostrander property.

CM Minner stated he will get that out to the commission.

10. ROLL CALL:

Commissioner Pederson complimented LakeFront TV for their live coverage of the Christmas parade.

Commissioner Hurley had nothing.

Commissioner Christian stated the Women's Club requested help with finding a facility and he asked if the Boy Scout hut had been torn down yet.

CM Minner replied it has not, but does need to come down. There are a couple other facilities the commission might consider, Mote Morris house is one and a few others.

Commissioner Christian stated as to Pine Street, he knows an easement was put in for future expansion of the road. There is a lot to think about, Commissioner Pederson talked about making sure we get that duplex, but that little lot, we offered \$35,000 and the owner wanted \$50,000. He would encourage staff to try to acquire that property so we can have a clear piece of property for where the swimming pool is located. Not sure if commission was in agreement with that, but he thinks it is going to look awkward to have a small lot fenced off in the middle of the swimming pool parking lot. It may be a good prudence to take that \$15,000 difference and purchase that property. That being said, Pine Street needs to be looked upon as widening as it is a very dangerous road. Sometime in the future we to widen that road to make it a safe place. We talked about the FedEx hub, and the commission used to receive updates on new projects happening in Leesburg, he asked if this practice could start again. There is much excitement coming to Leesburg and it would be great to know what is happening especially is we receive calls from our residents. Kudos to staff for the \$5,000 grants to our residents for improvements. He stated one of his church members received a grant for a fence and staff quickly distributed the check and the vendor was happy that they got paid in a very efficient time. Also, kudos to Al and staff; had a developer on East Main Street building a 50 unit apartment complex who was frustrated with some language barriers. Spoke to AL about it and he made sure that the communication was very clear. Staff did a wonderful job making sure that development happens and we get good feedback.

Commissioner Hurley agrees with Commissioner Christian as to that small lot on Pine Street and feels the city does need to own that property, but it is not worth anything close to \$50,000. If we widen Pine Street it will be worth even less with the city surrounding it. He wants to be fair, but nobody is going to pay \$50,000 to buy it and then if they do what are they going to do with it?

Commissioner Pederson chimed in saying he has been very vocal about the pool and doing it right. He has always wanted to purchase that property and follows Commissioner Hurley's comments entirely.

Commissioner Christian brought up widening Pine Street and if we are going to do that now there would be a condemnation process for that portion. He is not saying that is the answer, but it might help bring the owner to the table. Either way he can negotiate in good faith or we call condemnation; we will spend legal fees and he will get appraised value. He agrees the time to do this is now; if we are going to spend 5-million plus on a pool, he would like a nice road on the southern boundary.

Commissioner Christian also agrees with Commissioner Hurley. He thinks the owner paid about \$30,000, so if you talk about a \$15,000 difference of a profit for him, because the last thing

Commissioner Christian wants to see is the city have a swim meet and this owner puts in a food truck and plays loud music; would be a bitter pill to swallow. For aesthetic purposes, do we want to haggle over \$15,000 because we already offered \$35,000? Not sure if Al or staff has tried more negotiations, but he would like to see us at least try to get that property.

Commissioner Hurley stated for him, it is being good stewards. He understands it makes sense to own it, and he would like to have it, but hates for someone to try to hold him over a barrel or push him into a corner.

Commissioner Pederson stated he brought up the condemnation if we widen the road, we are basically taking the majority of that property and what is left is worthless. We are going to be forced to buy it in the condemnation process and that may be our only leverage to bring him to the table. Just his recommendation.

Commissioner Robuck said the city does have a property maintenance code and that property is clearly not being kept to the standards of that code, which is very obvious now that we have the whole area getting cleaned up. We should, just like for anyone else, require them to meet that property maintenance code.

Mayor Dennison suggested telling the owner that the road is being widened and he is going to lose it anyway.

Commissioner Pederson stated he will get appraised value and a condemnation, so he will lose just like the city will lose; city loses legal fees, owner loses on value.

Mayor Dennison appreciates Commissioner Christian for bring up Pine Street because when the swim meets start that area is going to be busy and we need to think about the safety. She also congratulated the city on the Christmas parade; first time live in Leesburg and first time ever in Central Florida. Great job.

The mall still has some Christmas trees, so if you have not put up your tree or decorated, you can get a fully lit, decorated tree at the Mall and that money goes to the art projects in Lake County for the schools.

Also, she gave a website www.leesburglunaralliance.com. They are working on bullying in the schools and this website is where you can find out about the pictures being sent to the moon that will remain on the moon.

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 6:28 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: February 22, 2021

From: Mike Thornton, (Purchasing Manager), Brad Chase, (Electric Director)

Subject: Resolutions authorizing execution of task orders with Booth & Associates, LLC for professional engineering services related to substation transformer replacements by the Electric Department.

Staff Recommendation:

Staff recommends approval of two (2) resolutions authorizing execution of Task Orders for professional engineering services related to substation transformer replacements.

- Professional Engineering Services for Picciola Substation Txfr #1 - \$109,705.00.
- Professional Engineering Services for Center Substation Txfr #2- \$109,705.

Booth will provide electrical design

Analysis:

The purpose of this item is to approve Task Orders authorizing the design professional, Booth & Associates, LLC., to provide engineering design services related to the replacement of substation class power transformers at the **Picciola and Center Substations**. Booth & Associates will provide construction drawings for the new transformer configuration, protection and control settings for the transformer and all connected equipment, and provide all drawings and documentation.

These services and expense is part of the overall Substation Transformer Replacement project that involves the replacement of a total of four (4) substation class transformers. City Commission approved the purchase of the four (4) transformers on February 10, 2020 by resolution 10592. One of the four transformers located at North Substation has already been replaced.

Procurement Analysis:

The City and Professional have an existing Agreement for Professional Services on a Continuing Basis as approved by City Commission on June 11, 2018 by resolution 10212 and extended with approval of Amendment 1 on September 28, 2020 by resolution 10719.

These Task Orders are being issued in accordance with Florida Statute 287.055 as it relates to a "continuing contract" at FS 287.055(1)(g).

Options:

1. Approve the resolutions authorizing execution of two (2) Task Orders with Booth & Associates, LLC.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Funds are budgeted and available in the substation transformer change out project for the design services.

Account No.	<u>041-1099-531.31-30</u>
Project No.	<u>410012</u>
WF No.	<u>WF1233094/001 (Picciola) & WF1233096/001 (Center)</u>
Requisition	<u>52962 & 53059</u>
Budget	\$1,000,000.00 & \$1,000,000.00
Available	\$330,191.00 & \$1,000,000.00

Submission Date and Time: 2/17/2021 12:18:37 PM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
TASK ORDER WITH BOOTH & ASSOCIATES, LLC TO PROVIDE DESIGN
SERVICES RELATED TO THE TRANSFORMER CHANGE-OUT AT
PICCIOLA SUBSTATION TRANSFORMER #1 FOR AN AMOUNT NOT TO
EXCEED \$109,705.00; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute a Task Order with Booth & Associates, LLC for professional engineering services related to the transformer change-out at Picciola Substation transformer #1 pursuant to an existing continuing services agreement.

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 the 22nd day of February 2021.

Mayor

ATTEST:

City Clerk

**TASK ORDER UNDER
AN AGREEMENT FOR PROFESSIONAL SERVICES
ON A CONTINUING BASIS**

THIS TASK ORDER is made as of the 22nd day of February in the year 2021, between **THE CITY OF LEESBURG, FLORIDA**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”), and **BOOTH & ASSOCIATES, LLC**, whose address is 5811 Glenwood Avenue, Suite 109, Raleigh, NC 27612 (hereinafter referred to as the “PROFESSIONAL”).

WHEREAS, on June 11, 2018, pursuant to resolution 10212 the CITY and PROFESSIONAL entered into an Agreement for professional engineering services on a Continuing Basis (hereinafter referred to as the “Master Agreement”). The Master Agreement is referenced herein as though set forth in full text; and

WHEREAS, on September 28, 2020 pursuant to resolution 10719 the CITY and PROFESSIONAL executed an amendment to the Agreement extending the term through September 30, 2022.

WHEREAS, the CITY and the PROFESSIONAL desire to enter into this Written Task Order (hereinafter referred to as “Task Order”) for the described professional engineering Services.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained in this Task Order, the CITY and the PROFESSIONAL do hereby agree as set forth below:

1. **Recitals.** The above recitals are true and correct and are incorporated herein.
2. **Scope of Services.** The Parties agree to the Scope of Services and Fee pursuant to the terms and conditions set forth in the Scope of Services included as Attachment ‘A’ for the

**PICCIOLA SUBSTATION TRANSFORMER #1
REPLACEMENT PROJECT
(Leesburg Project No. WF-1233094)**

3. **Compensation.** The PRFOFESSIONAL will be compensated for the described Scope of Services for an amount not to exceed **\$109,705.00**.

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

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Task Order on the date stated in the preamble.

BOOTH & ASSOCIATES, LLC.

By: _____

Printed: _____

Its: _____
(Title)

THE CITY OF LEESBURG, FLORIDA

By: _____
John Christian, Mayor

Attest:

J. Andi Purvis, City Clerk

Approved as to Form:

Fred A. Morrison, City Attorney

ENGINEERING SERVICES

for the

**PICCIOLA SUBSTATION TX 1
REPLACEMENT PROJECT**

CITY OF LEESBURG

January 2021 - REV 0

Booth & Associates, LLC
CONSULTING ENGINEERS

Attachment 'A'

*City of Leesburg
Picciola Substation TX 1 Replacement Project*

TABLE OF CONTENTS

COMPANY HISTORY	2
HEALTH & SAFETY	3
ABSTRACT.....	4
SCOPE OF WORK.....	5
COST SUMMARY.....	9
APPENDIX – REPLACEMENT ESTIMATE.....	10

*City of Leesburg
Picciola Substation TX 1 Replacement Project*

COMPANY HISTORY

Booth & Associates, LLC is a nationally recognized consulting engineering corporation founded February 1, 1960 in North Carolina, providing professional engineering services to rural electric cooperatives and municipal electric systems. Our company began providing electrical consulting engineering services for electric cooperatives and municipal systems in North Carolina, Virginia, Delaware, Maryland, and Pennsylvania. Over the years, we have expanded our service territory to an area from Florida to Maine, and as far west as Arizona. We are corporately registered in 40 states.

Booth has a staff of over 100 employees, including 25 registered professional engineers and land surveyors. We believe that personal service is the key to quality consulting engineering and management services. Our clients know that they can rely on this principle, along with the incorporation of advanced technological concepts in the services we offer.

Booth & Associates, LLC has been conducting various planning studies for electric cooperatives and municipal systems for 61 years. Over this time, we have amassed the personnel, reference material, computer software and expertise to perform long-range plans, construction work plans, sectionalizing studies, loss-evaluation studies, voltage / conductor optimization studies, and economic justification studies for all types of electric systems. We have authored various books, manuals, and papers for national groups, such as NRECA, EPRI, and others on electric system planning, operation, economics, and design methodologies.

Booth's experience authoring documents such as the "Distribution System Loss Management Manual," the "Underground Distribution System Design and Installation Guide," the "Underground Conduit / Duct Bank Design Guide," and the "Recloser Controls Selection Guide" for NRECA, and teaching courses on these subjects together with the **National Electrical Safety Code (NESC)**, enhances our expertise in utility operation. We have also authored a chapter on Underground Electrical Distribution Design (Chapter 3.0) of EPRI's "Bronze Book" on underground electrical distribution systems. This knowledge and perspective is utilized in our substation and distribution projects. Booth is also a founding member of the WindMil® East Coast User's Group and has been continually utilizing this system engineering design software since 1988. Many of our staff engineers have backgrounds at municipal, cooperative, and investor-owned utilities that round out our experience with a 'hands-on' approach. With this experience, we also offer 24 / 7 emergency services including assistance in storm restoration, substation relay calibration / troubleshooting and accident investigations.

Attachment 'A'

City of Leesburg

Picciola Substation TX 1 Replacement Project

HEALTH & SAFETY

State and federal law, as well as company policy, make the safety and health of our employees the first consideration in operating our business. Safety and health in our business must be a part of every operation, and every employee's responsibility at all levels. It is the intent of Booth & Associates, LLC to comply with all laws concerning the operation of the business, and the health and safety of our employees and the public. To do this, we must constantly be aware of conditions in all work areas that can produce or lead to injuries.

All Booth & Associates, LLC personnel are responsible for all aspects of safety within their own groups. No employee is required to work at a job in which dangerous or unsafe conditions are not able to be mitigated through changes in job process, improved Personal Protective Equipment (PPE), or with additional assistance from qualified personnel. Each employee has the right to stop work processes if they feel dangerous or unsafe conditions are not being properly mitigated, either for themselves and/or other employees.

The objective of Booth & Associates, LLC is a safety and health program that will reduce the number of injuries and illnesses to an absolute minimum, not merely in keeping with, but surpassing the best experience of similar operations by others. Our goal is zero accidents and injuries.

SCOPE OF WORK

Task 8011 – Relay Design and Specifications

- Specification – Review the City’s transformer specification, catalog numbers, and standards quoted, ensuring the information being relayed is true and correct.
- Approval Drawings – Review Manufacturer’s drawings and recommend any changes deemed necessary for the successful completion of the project.
- Physical Removal Drawings – Provide a set of drawings depicting the removal of the existing transformer PSUB TX1 and associated equipment.
- Complete set of Physical Construction Drawings – Provide a complete set of drawings (including any required updates) depicting the installation of the new transformer PSUB TX1 and associated equipment. Two (2) complete sets of construction drawings are required and two (2) sets of sealed as-built drawings at the job completion.
- Transformer Bus Connections:
 - Transformer Hi side to remain string bus.
 - Transformer Lo side to remain aluminum tubular bus.
 - Provide a review of the wire size used to replace old string bus with new wire. Provide a review of the existing isolation switches and power jumper ratings.
- Protection:
 - The replacement of the transformer shall include the upgrade of the associated protective relaying. Protection Engineer shall design the upgrade and the City will be responsible for the actual physical retrofit work.
 - Protection Engineer shall engineer the removal of the existing transformer protection system: transformer differential, sudden pressure, and transformer temperature trip. The design shall replace all cabling out to the equipment and all interior wiring as required.
 - Install new SEL-387E for Transformer Differential Protection.
 - Install new SEL-351S on existing GEC Alstrom 69kV SF6 breaker. No overcurrent currently exists at this location.
 - Provide overcurrent and design coordination review of new bank breaker that was completed in 2018.
 - Reconnect new sudden pressure relay to existing lockout scheme. Remove existing sudden pressure contacts in the feeder breakers for Transfer Trip scheme.
 - Reconnect new temperature trip to existing trip scheme.
 - Reconnect new sudden pressure relay to upgraded lockout scheme.
 - Reconnect new temperature trip to upgraded trip scheme.
 - Replace existing 12kV Bus Differential relays with appropriate SEL-587Z.
 - Tapcon 250 settings to be included in this quote.
 - SEL-2414 and SEL-2533 settings to be included in this quote.

Attachment 'A'

City of Leesburg

Picciola Substation TX 1 Replacement Project

- Incorporate in the nitrogen system a complete control circuit for TX1.
- Include in Intelligent Electronic Device setup all labels, programming, parameters, wiring, and function sheets.
- Provide setting files to newly installed protective relays.
- Communication (Not part of the scope, provided for information):
 - Twelve (12) count fiber to be pulled to new transformer control cabinet by City of Leesburg.
 - Fiber cable, termination, and location by City of Leesburg
 - Tapcon 250 to be connected to existing RTAC 3530 via fiber by City.
 - SEL 2414 to connected to existing RTAC 3530 via fiber by City.
 - SEL-2533 to be connected either to the RTAC 3530 via fiber.
 - Protocol for Tapcon 250 to be DNP3, SEL protocol for communication to another SEL device.
 - All cables and transceivers by the City.
- Existing Conditions:
 - Verify the depth/width construction of existing concrete pad making sure it will handle load of new transformer.
 - Verify clearance distances of existing structures and breakers.
 - Verify clearance on existing meter structure.
 - It is expected that these existing conditions can be verified via review of existing drawings and that field investigation will not be required. Any areas of concern will be brought to the City's attention.
- SCADA Controls:
 - The new equipment will be integrated into the City's SCADA system. Protection Engineer will be responsible for programing the IED's. The City is responsible for programing the communications gateway at the substation (SEL-3530 RTAC) and the SCADA Master.
 - All new and revised control circuits will be manipulated in order for SCADA controlled equipment to be operated and tested via Remote control within clearance boundaries.
 - Metering data for SCADA purposes should also be tested at this time if applicable. Note: Data can also be checked during commissioning if needed.
- Turn Over Documentation:
 - Transformer Vendor Drawings (as manufactured): (2) sets of drawings, (1) set in AutoCAD format.
 - Removal Drawings: (2) sets of drawings, (1) set in electronic format.
 - Construction Drawings: (2) sets of drawings, (1) set in AutoCAD format.
 - As-Built: (2) sets of drawings, (1) set in AutoCAD Format. As-Built (red lines) to be completed at the end of project.

Attachment 'A'

City of Leesburg
Picciola Substation TX 1 Replacement Project

Task 8023 – P&C Commissioning

- Scope of Work Commissioning:
 - Verify all equipment test reports from the factory are within industry standards.
 - Upon transformer setup and wiring completion, perform wiring checks of cables per schematics and wiring diagrams. Mark up of as-built drawing is desired. Any discrepancies should be brought up to the lead tech and corrective action shall be taken, noted, and marked up.
 - Set up and apply applicable settings files to local transformer operational and protective relays.
 - Perform continuity checks of CT circuits via applicable schematics. This will include a megger test of the ground circuits for one common ground. Unused CTS will be checked for proper shorting. All transformer CT's will be ratio tested.
 - Verify all power supply voltages and polarities.
 - DC circuits will be checked for proper fusing, polarity, and voltage levels. The DC system will also be checked for the absence of grounds.
 - Verify, test the connections on the SEL-2414 used for transformer monitoring.
 - Verify, test the connections on the SEL-2533 used for annunciation of transformer ancillary devices.
 - Verify, test the Qualitrol 930 fault pressure relay for proper operation.
 - Verify correct operation of the Reinhausen Tapcon 250 tapchanger control device (ANSI 90).
 - Verify correct operation of the transformer cooling system.
 - Perform cooling/trip/alarm checks of transformer protective devices to control cabinet via applicable schemes.
 - Install new settings from protection engineer, test, and commission the newly installed SEL-387E and 351S. Differential Cutout will be incorporated in the pushbuttons of CR-L8368. Verify differential wiring at each device in the protection scheme.
 - Test and set new Bus 1 differential protection relay, settings by protection engineer- SEL 587. Verify differential wiring at each device in the protection scheme.
 - Function test Bus 1 Differential circuit.
 - Function test Transformer Differential protection ensures everything is operationally correct.
 - Function test Auto-Close circuit.
 - All existing, new, and revised protective circuits will be trip tested which will involve operating all appropriate equipment according to applicable schemes.
 - Verify all labels on switches, relays, indicators, and lockouts are correct.
 - Errors found during testing will be corrected and circuits retested.

Attachment 'A'

City of Leesburg

Picciola Substation TX 1 Replacement Project

- Review any corrected drawings and return a complete set of drawings in AutoCAD Format. This will constitute a complete set of relaying drawings for installation of the new transformer and relays installed.
- All PT and CT secondary's of newly installed and revised circuits will be commissioned with in-service load current for proper quantities and phase relationships.
- Verify and Test L8368 for proper operation after settings update.
- Include L8368 in the functional testing and document all results.
- City Responsibilities for Commissioning:
 - Provide clean unrestricted access to all components of the system being tested.
 - Coordinate all switching needed the normal operation of the substation.
 - Provide a wireman to assist in the testing and commissioning process.
 - Provide relay settings from Protection Engineer.
 - Provide complete set of construction drawings.
 - Clean mark-ups of the as-built drawings from construction, which are ready for AutoCAD (i.e., engineering interpretation of field marks not required).
 - Timeline and schedule are to be determined. Tentative arrival date of 2/18/2021 for the transformer, anticipated testing, and commissioning date of 3/1/2021 are subject to change.
- Turn Over Documentation:
 - All test reports, test plans, and functional guidelines used in the commissioning process are to be turned over at completion of the project.

Attachment 'A'

City of Leesburg
Picciola Substation TX 1 Replacement Project

COST SUMMARY

TASK	DESCRIPTION	TOTAL COST	QUOTE DUE DATE	DRAWING DUE DATE
8011	Relay Designs & Specification	\$83,570		
8023	P&C Commissioning	\$19,720		
	Expenses	\$6,415		
TOTAL ENGINEERING COST ESTIMATE (FIXED PRICE)		\$109,705		

Attachment 'A'

*City of Leesburg
Picciola Substation TX 1 Replacement Project*

APPENDIX

REPLACEMENT ESTIMATE

**CITY OF LEESBURG
PICCIOLA SUBSTATION TX 1 REPLACEMENT PROJECT**

REPLACEMENT ESTIMATE

Work task	Employee / Title per MSA / Rate				JRT	JDS
	ACZ Engineer III (P.M.) \$120.00	CHW Prof Engineer \$170.00	AGZ Engineer II \$120.00	Designer \$110.00		
1. Removal Dwg's	1.1		6	4	12	1
2. Install Dwg's	1.2					
3. Xlmr Power Connections	0.2					2
4. Clearance Review	0.2					2
5. Foundation Review	0.8	8				
6. Xlmr Mtr Dwg Review	1.6					
7. T2P System (387E)	8	24	4	12	40	
8. T2B System (351S)	8	24	16	40	40	
9. 12KV Bus Difr (667Z)	4.8	16	12	20	20	
10. 11 Nitrogen Sys Integration	3.6	16	4	16	16	
11. Coordination	2.2		6	15	15	
12. Setting Values	1		2	8	8	
13. Logic Settings Files	1.6		4	12	12	
14. LTC Settings	2.2		6	16	16	
15. SEL 2414 & 2533 Settings	4		16	24	24	
16. As-Built's	18	90	30	60	60	
1. Commissioning Support						8
2. Preparation / Peer Review		12				12
3. Trip 5x12 hour days		60				
4. Travel		24				
TOTAL	56.5	274	122	280	799.5	799.5
					Total Cost	\$103,290.00

Expenses				Quantity	Unit Cost	Total Cost
Description						
1 Copies & Prints, 8 1/2" x 11"				500	\$0.10	\$50.00
2 Copies & Prints, 8 1/2" x 14"					\$0.15	
3 Prints & Copies, 24" x 36"				325	\$6.00	\$2,600.00
4 Binders					\$2.00	
5 Mileage (No. of Trips = 1)				1500	\$0.56	\$840.00
6 Meals				7	\$50.00	\$350.00
7 Lodging				6	\$200.00	\$1,200.00
8 Airfare (No. of Trips = 1)					\$1,000.00	
9 CAD Plotting, Sheets					\$8.00	
10 Postage					\$25.00	
11 Rental Car					\$75.00	
12 Omission Test Set (per day)				5	\$275.00	\$1,375.00
					Total Cost	\$6,415.00

wp # 12330ay
TX # 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
TASK ORDER WITH BOOTH & ASSOCIATES, LLC TO PROVIDE DESIGN
SERVICES RELATED TO THE TRANSFORMER CHANGE-OUT AT CENTER
SUBSTATION TRANSFORMER #2 FOR AN AMOUNT NOT TO EXCEED
\$109,705.00; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute a Task Order with Booth & Associates, LLC for professional engineering services related to the transformer change-out at Center Substation transformer #2 pursuant to an existing continuing services agreement.

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 the 22nd day of February 2021.

Mayor

ATTEST:

City Clerk

**TASK ORDER UNDER
AN AGREEMENT FOR PROFESSIONAL SERVICES
ON A CONTINUING BASIS**

THIS TASK ORDER is made as of the 22nd day of February in the year 2021, between **THE CITY OF LEESBURG, FLORIDA**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”), and **BOOTH & ASSOCIATES, LLC**, whose address is 5811 Glenwood Avenue, Suite 109, Raleigh, NC 27612 (hereinafter referred to as the “PROFESSIONAL”).

WHEREAS, on June 11, 2018, pursuant to resolution 10212 the CITY and PROFESSIONAL entered into an Agreement for professional engineering services on a Continuing Basis (hereinafter referred to as the “Master Agreement”). The Master Agreement is referenced herein as though set forth in full text; and

WHEREAS, on September 28, 2020 pursuant to resolution 10719 the CITY and PROFESSIONAL executed an amendment to the Agreement extending the term through September 30, 2022.

WHEREAS, the CITY and the PROFESSIONAL desire to enter into this Written Task Order (hereinafter referred to as “Task Order”) for the described professional engineering Services.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained in this Task Order, the CITY and the PROFESSIONAL do hereby agree as set forth below:

1. **Recitals.** The above recitals are true and correct and are incorporated herein.
2. **Scope of Services.** The Parties agree to the Scope of Services and Fee pursuant to the terms and conditions set forth in the Scope of Services included as Attachment ‘A’ for the

**CENTER STREET SUBSTATION TRANSFORMER #2
REPLACEMENT PROJECT
(Leesburg Project No. WF-1233096)**

3. **Compensation.** The PROFESSIONAL will be compensated for the described Scope of Services for an amount not to exceed **\$109,705.00**.

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

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Task Order on the date stated in the preamble.

BOOTH & ASSOCIATES, LLC.

By: _____

Printed: _____

Its: _____
(Title)

THE CITY OF LEESBURG, FLORIDA

By: _____
John Christian, Mayor

Attest:

J. Andi Purvis, City Clerk

Approved as to Form:

Fred A. Morrison, City Attorney

ENGINEERING SERVICES

for the

**CENTER SUBSTATION
TX 2 REPLACEMENT PROJECT**

CITY OF LEESBURG

January 2021 - REV 0

Booth & Associates, LLC
CONSULTING ENGINEERS

Attachment 'A'

*City of Leesburg
Center Substation TX 2 Replacement Project*

TABLE OF CONTENTS

COMPANY HISTORY	2
HEALTH & SAFETY	3
ABSTRACT	4
SCOPE OF WORK	5
COST SUMMARY	9
APPENDIX – COST ESTIMATE	10

COMPANY HISTORY

Booth & Associates, LLC is a nationally recognized consulting engineering corporation founded February 1, 1960 in North Carolina, providing professional engineering services to rural electric cooperatives and municipal electric systems. Our company began providing electrical consulting engineering services for electric cooperatives and municipal systems in North Carolina, Virginia, Delaware, Maryland, and Pennsylvania. Over the years, we have expanded our service territory to an area from Florida to Maine, and as far west as Arizona. We are corporately registered in 40 states.

Booth has a staff of over 100 employees, including 25 registered professional engineers and land surveyors. We believe that personal service is the key to quality consulting engineering and management services. Our clients know that they can rely on this principle, along with the incorporation of advanced technological concepts in the services we offer.

Booth & Associates, LLC has been conducting various planning studies for electric cooperatives and municipal systems for 61 years. Over this time, we have amassed the personnel, reference material, computer software and expertise to perform long-range plans, construction work plans, sectionalizing studies, loss-evaluation studies, voltage / conductor optimization studies, and economic justification studies for all types of electric systems. We have authored various books, manuals, and papers for national groups, such as NRECA, EPRI, and others on electric system planning, operation, economics, and design methodologies.

Booth's experience authoring documents such as the "Distribution System Loss Management Manual," the "Underground Distribution System Design and Installation Guide," the "Underground Conduit / Duct Bank Design Guide," and the "Recloser Controls Selection Guide" for NRECA, and teaching courses on these subjects together with the **National Electrical Safety Code (NESC)**, enhances our expertise in utility operation. We have also authored a chapter on Underground Electrical Distribution Design (Chapter 3.0) of EPRI's "Bronze Book" on underground electrical distribution systems. This knowledge and perspective is utilized in our substation and distribution projects. Booth is also a founding member of the WindMil® East Coast User's Group and has been continually utilizing this system engineering design software since 1988. Many of our staff engineers have backgrounds at municipal, cooperative, and investor-owned utilities that round out our experience with a 'hands-on' approach. With this experience, we also offer 24 / 7 emergency services including assistance in storm restoration, substation relay calibration / troubleshooting and accident investigations.

Attachment 'A'

*City of Leesburg
Center Substation TX 2 Replacement Project*

HEALTH & SAFETY

State and federal law, as well as company policy, make the safety and health of our employees the first consideration in operating our business. Safety and health in our business must be a part of every operation, and every employee's responsibility at all levels. It is the intent of Booth & Associates, LLC to comply with all laws concerning the operation of the business, and the health and safety of our employees and the public. To do this, we must constantly be aware of conditions in all work areas that can produce or lead to injuries.

All Booth & Associates, LLC personnel are responsible for all aspects of safety within their own groups. No employee is required to work at a job in which dangerous or unsafe conditions are not able to be mitigated through changes in job process, improved Personal Protective Equipment (PPE), or with additional assistance from qualified personnel. Each employee has the right to stop work processes if they feel dangerous or unsafe conditions are not being properly mitigated, either for themselves and/or other employees.

The objective of Booth & Associates, LLC is a safety and health program that will reduce the number of injuries and illnesses to an absolute minimum, not merely in keeping with, but surpassing the best experience of similar operations by others. Our goal is zero accidents and injuries.

Attachment 'A'

*City of Leesburg
Center Substation TX 2 Replacement Project*

ABSTRACT

The City of Leesburg Electric Department is replacing a substation class 30 MVA transformer. As part of this work, Booth & Associates LLC has been requested to provide a quote for engineering and commissioning services for the project. The project will consist of replacing all outdated protection devices that are scheduled to be replaced. Booth will design the new protection schemes to include modern Intelligent Electronic Devices (IEDs) capable of providing troves of data to system operators, allowing them to better operate a reliable electric grid. The design portion of the project will consist of constant dialogue with the Electric Department to ensure they are receiving exactly what they want.

The commissioning phase will consist of exhaustively testing all upgrading protection schemes, including but not limited to operating all devices where protection was altered. This will ensure the equipment will perform as desired when called up. The Booth commissioning engineer will educate Leesburg Electric Department employees on their new scheme as well as identify possible areas where problems could arise should they exist. For reference, the transformer will be located farthest from the control house in position #2 at 399 North 14th St., Leesburg, Florida 34748.

SCOPE OF WORK

Task 8011 – Relay Design and Specifications

- Specification – Review the City's transformer specification, catalog numbers, and standards quoted, ensuring the information being relayed is true and correct.
- Approval Drawings – Review Manufacturer's drawings and recommend any changes deemed necessary for the successful completion of the project.
- Physical Removal Drawings – Provide a set of drawings depicting the removal of the existing transformer CSUB TX2 and associated equipment.
- Complete set of Physical Construction Drawings – Provide a complete set of drawings (including any required updates) depicting the installation of the new transformer CSUB TX2 and associated equipment. Two (2) complete sets of construction drawings are required and two (2) sets of sealed as-built drawings at the job completion.
- Transformer Bus Connections:
 - Transformer Hi side to remain string bus.
 - Transformer Lo side to remain aluminum tubular bus.
 - Provide a review of the wire size used to replace old string bus with new wire. Provide a review of the existing isolation switches and power jumper ratings.
- Protection:
 - The replacement of the transformer shall include the upgrade of the associated protective relaying. Protection Engineer shall design the upgrade and the City will be responsible for the actual physical retrofit work.
 - Protection Engineer shall engineer the removal of the existing transformer protection system: transformer differential, sudden pressure, and transformer temperature trip. The design shall replace all cabling out to the equipment and all interior wiring as required.
 - Install new SEL-387E for Transformer Differential Protection.
 - Verify the settings for existing breaker L-201.
 - Provide overcurrent and design coordination review of new bank breaker that was completed in 2018.
 - Reconnect new sudden pressure relay to existing lockout scheme. Remove existing sudden pressure contacts in the feeder breakers for Transfer Trip scheme.
 - Reconnect new temperature trip to existing trip scheme.
 - Reconnect new sudden pressure relay to upgraded lockout scheme.
 - Replace existing 12kV Bus Differential relays with appropriate SEL-587Z.
 - Tapcon 250 settings to be included in this quote.
 - SEL-2414 and SEL-2533 settings to be included in this quote.
 - Incorporate in the nitrogen system a complete control circuit for TX2.

Attachment 'A'

City of Leesburg

Center Substation TX 2 Replacement Project

- Include in Intelligent Electronic Device setup all labels, programming, parameters, wiring, and function sheets.
- Provide setting files to newly installed protective relays.
- Communication (Not part of the scope, provided for information):
 - Twelve (12) count fiber to be pulled to new transformer control cabinet by City of Leesburg.
 - Fiber cable, termination, and location by City of Leesburg.
 - Tapcon 250 to be connected to existing RTAC 3530 via fiber by City.
 - SEL 2414 to connected to existing RTAC 3530 via fiber by City.
 - SEL-2533 to be connected either to the RTAC 3530 via fiber.
 - Protocol for Tapcon 250 to be DNP3, SEL protocol for communication to another SEL device.
 - All cables and transceivers by the City.
- Existing Conditions:
 - Verify the depth/width construction of existing concrete pad making sure it will handle load of new transformer.
 - Verify clearance distances of existing structures and breakers.
 - Verify clearance on existing meter structure.
 - It is expected that these existing conditions can be verified via review of existing drawings and that field investigation will not be required. Any areas of concern will be brought to the City's attention.
- SCADA Controls:
 - The new equipment will be integrated into the City's SCADA system. Protection Engineer will be responsible for programing the IED's. The City is responsible for programing the communications gateway at the substation (SEL-3530 RTAC) and the SCADA Master.
 - All new and revised control circuits will be manipulated in order for SCADA controlled equipment to be operated and tested via Remote control within clearancc boundaries.
 - Metering data for SCADA purposes should also be tested at this time if applicable. Note: Data can also be checked during commissioning if needed.
- Turn Over Documentation:
 - Transformer Vendor Drawings (as manufactured): (2) sets of drawings, (1) set in AutoCAD format.
 - Removal Drawings: (2) sets of drawings, (1) set in electronic format.
 - Construction Drawings: (2) sets of drawings, (1) set in AutoCAD format.
 - As-Built: (2) sets of drawings, (1) set in AutoCAD Format. As-Built (red lines) to be completed at the end of project.

Attachment 'A'

City of Leesburg
Center Substation TX 2 Replacement Project

Task 8023 – P&C Commissioning

- Scope of Work Commissioning:
 - Verify all equipment test reports from the factory are within industry standards.
 - Upon transformer setup and wiring completion, perform wiring checks of cables per schematics and wiring diagrams. Mark up of as-built drawing is desired. Any discrepancies should be brought up to the lead tech and corrective action shall be taken, noted, and marked up.
 - Set up and apply applicable settings files to local transformer operational and protective relays.
 - Perform continuity checks of CT circuits via applicable schematics. This will include a megger test of the ground circuits for one common ground. Unused CTS will be checked for proper shorting. All transformer CT's will be ratio tested.
 - Verify all power supply voltages and polarities.
 - DC circuits will be checked for proper fusing, polarity, and voltage levels. The DC system will also be checked for the absence of grounds.
 - Verify, test the connections on the SEL-2414 used for transformer monitoring.
 - Verify, test the connections on the SEL-2533 used for annunciation of transformer ancillary devices.
 - Verify, test the Qualitrol 930 fault pressure relay for proper operation.
 - Verify correct operation of the Reinhausen Tapcon 250 tapchanger control device (ANSI 90).
 - Verify correct operation of the transformer cooling system.
 - Perform cooling/trip/alarm checks of transformer protective devices to control cabinet via applicable schemes.
 - Install new settings from protection engineer, test, and commission the newly installed SEL-387E. Differential Cutout will be incorporated in the pushbuttons of CR-L201. Verify differential wiring at each device in the protection scheme.
 - Test and set new Bus 2 differential protection relay, settings by protection engineer- SEL 587. Verify differential wiring at each device in the protection scheme.
 - Function test Bus 2 Differential circuit.
 - Function test Transformer Differential protection ensures everything is operationally correct.
 - Function test Auto-Close circuit.
 - All existing, new, and revised protective circuits will be trip tested which will involve operating all appropriate equipment according to applicable schemes.
 - Verify all labels on switches, relays, indicators, and lockouts are correct.
 - Errors found during testing will be corrected and circuits retested.
 - Review any corrected drawings and return a complete set of drawings in AutoCAD Format. This will constitute a complete set of relaying drawings for installation of the new transformer and relays installed.

Attachment 'A'

City of Leesburg
Center Substation TX 2 Replacement Project

COST SUMMARY

TASK	DESCRIPTION	TOTAL COST	QUOTE DUE DATE	DRAWING DUE DATE
8011	Relay Designs & Specification	\$83,570		
8023	P&C Commissioning	\$19,720		
	Expenses	\$6,415		
TOTAL ENGINEERING COST ESTIMATE (FIXED PRICE)		\$109,705		

Attachment 'A'

*City of Leesburg
Center Substation TX 2 Replacement Project*

APPENDIX

COST ESTIMATE

Attachment 'A'

CITY OF LEESBURG CENTER SUBSTATION TX2 REPLACEMENT PROJECT

COST ESTIMATE

Work Task	Employee Title per Month Rate				
	AGZ Engineer III (P-M) \$120.00	GLW Prof Engineer \$120.00	AGZ Engineer III \$120.00	JRT Designer \$110.00	JBS Prof Engineer \$120.00
1. Remove Design	1.1		6	4	1
2. Install Design	1.2			12	
3. Xtra Power Connections	0.2				2
4. Clearance Review	0.2				2
5. Foundation Review	0.8	8			
6. Xtra Mtr Dwg Review	1.6		4	12	
7. T2P System (387E)	8	24	16	40	
8. T2B System (387E)	8	24	16	40	
9. 12kV Bus D.F. (5872)	4.8	16	12	20	
10. T1 Nitrogen Sys Integration	3.6	16	4	16	
11. Coordination	2.2		6	16	
12. Setting Values	1		2	8	
13. Log.c Settings Files	1.6		4	12	
14. LTC Settings	2.2		6	16	
15. SEL-2414 & 2533 Settings	4		16	24	
16. As-Built	18	80	30	60	
PHASE 2A COMMISSIONING					
1. Commissioning Support					8
2. Preparation/ Post Review		12			12
3. Trip 5x12 hour days		60			
4. Travel		24			
TOTAL	58.5	274	122	280	25
Total Hours					759.5
Total Cost					\$103,290.00

Expenses			
Description	Quantity	Unit Cost	Total Cost
1. Copies & Prints, 8 1/2" x 11"	500	\$0.10	\$50.00
2. Copies & Prints, 8 1/2" x 14"		\$0.16	
3. Plots & Copies, 24" x 36"	325	\$8.00	\$2,600.00
4. Binders		\$2.00	
5. Mileage (No. of Trips = 1)	1500	\$0.59	\$885.00
6. Meals	7	\$60.00	\$420.00
7. Lodging	6	\$200.00	\$1,200.00
8. Airfare (No. of Trips = 1)		\$1,000.00	
9. CAD Plotting, Sheets		\$8.00	
10. Postage		\$25.00	
11. Rental Car		\$75.00	
12. Onsite Test Set (per day)	6	\$275.00	\$1,650.00
Total Cost			\$6,415.00

WF 12330961/
041-1099-531-53-10
31-30
410012

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.2.

Meeting Date: February 22, 2021

From: Mike Thornton, (Purchasing Manager), Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Amendment One with Halff Associates, Inc. (fka BESH, Inc.) approving assignment of the Agreement and renewing the Agreement through September 30, 2022; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution authorizing execution of the Amendment with Halff Associates, Inc.

Analysis:

On June 11, 2018 the City Commission approved Resolution 10,209 authorizing execution of a professional services agreement with BESH, Inc. located in Tavares, FL. The assets of BESH, Inc. have been purchased by Halff Associates, Inc. as detailed in the attached letter. The parties wish to agree to the assignment of the professional services agreement to Halff Associates, Inc. and renew/extend the agreement through September 30, 2022.

Procurement Analysis:

The terms of the agreement allow for the extension of the agreement for an additional two (2) years provided both parties mutually agree. Both parties have agreed. An oversight by the Procurement Division caused a delay in extending this agreement around the original expiration date.

Options:

1. Approve the resolution authorizing execution of amendment one; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

There is no fiscal impact associated with approving this Amendment. There will be no fiscal impact until services are ordered under this agreement. The cost of future services will dictate the approval process, which may include commission approval, to be used.

Submission Date and Time: 2/17/2021 12:57:49 PM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AN AMENDMENT ONE WITH HALFF ASSOCIATES, INC. (FKA BESH, INC.)
APPROVING ASSIGNMENT OF THE AGREEMENT AND RENEWING THE
AGREEMENT THROUGH SEPTEMBER 30, 2022; 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 amendment with Halff Associates, Inc. d/b/a BESH Halff, Inc. whose address is 1201 North Bowser Road, Richardson, TX 75081 (local address 902 Sinclair Avenue, Tavares, FL 32778) for Professional Engineering Services pursuant to an existing agreement originally awarded from RFQ 180213.

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 the 22nd day of February 2021.

Mayor

ATTEST:

City Clerk



September 16, 2020

Mr. Cliff Kelsey, Public Works Director
CITY OF LEESBURG
501 W. Meadow Street
P.O. Box 490630
Leesburg, FL 34749-0630

RE: Request for Consent to Assignment

Dear Mr. Kelsey:

As discussed previously and pursuant to other correspondence, this letter is provided as official notification that BESH, Inc. has executed an asset purchase agreement with Halff Associates, Inc. (Halff), whereby BESH is no longer performing professional services, but BESH's employees have been hired by Halff and BESH's ongoing professional services will now be performed by us, but under the BESH Halff name. The City's main point of contact will continue to be Robert Ern, P.E., and all staff working on the City's projects will remain the same.

As one of the steps in this purchase agreement BESH has agreed to assign all of its right title and interest in and to the Contract(s) (as described below) to Halff, and Halff fully assumes all of BESH's duties and obligations stipulated under the Contract(s).

The Contract(s) that will be assigned are listed in **Exhibit "A"** of this Assignment Letter. By executing this Assignment Letter you confirm and consent to the following: (i) the assignment of the Contract(s) from BESH to Halff (the "**Assignment**"); and (ii) that the Contract(s) remain in full force and effect in accordance with their terms and that the Transaction and the Assignment will not be deemed a breach of or default under the Contract(s). Also attached to this correspondence is a copy of the Bill of Sale, a Halff W9, an updated Certificate of Insurance, and a copy of the current Continuing Services Contracts.

Should you have any questions with regards to this matter, please feel free to reach out to me at 352-267-4437.

Sincerely,

BESH Halff, Inc.

A handwritten signature in blue ink, appearing to read "Robert A. Ern", is written over a horizontal line.

By:

Name: **Robert A. Ern, P.E.**
Title: Vice President

**AMENDMENT ONE TO AN
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AMENDMENT is made as of the 8th day of February in the year 2021 between **THE CITY OF LEESBURG, FLORIDA**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (“CITY”), and **HALFF ASSOCIATES, INC.** whose address is 1201 North Bowser Road, Richardson, TX 75081 (“PROFESSIONAL”).

WHEREAS the CITY issued Request for Qualifications (RFQ) 180213 and awarded BESH, Inc. a professional services agreement as a result of the RFQ; and

WHEREAS Halff Associates, Inc. has purchased BESH, Inc. and all its assets; and

WHEREAS the parties wish to approve the Assignment of the original Agreement as well as extend the term of the original Agreement.

WITNESSTH:

On June 11, 2018, pursuant to resolution 10209 the CITY and PROFESSIONAL entered into an Agreement for Professional Services. The Agreement is referenced herein as though set forth in full text.

The CITY and the CONTRACTOR desire to execute this Amendment Number One (“Amendment”) to the Original Agreement, modifying said Agreement as described herein.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained in this Task Order, the CITY and the CONTRACTOR do hereby agree as set forth below:

1. **Recitals.** The above recitals are true and correct and are incorporated herein.
2. **Amendment.**
 - a. The Parties agree to extend the term of the Agreement through September 20, 2022 as permitted by the original Agreement.
 - b. The parties agree to the Assignment of the Agreement to Halff Associates, Inc. d/b/a BESH Halff a wholly owned subsidiary of Halff Associates, Inc.
3. **Modification.** Except as specifically modified by this Amendment, all terms and conditions of the prior agreement shall continue in full force and effect as originally executed. Nothing herein shall be deemed or construed to amend or modify any other contract or undertaking between the City and Contractor other than as defined above.
4. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which may be considered an original, but all of which together shall constitute but one and the same instrument. This Agreement when signed by a party may be delivered by electronic mail or facsimile transmission with the same force and effect as if the same were an executed and delivered original, manually-signed counterpart.

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

HALFF ASSOCIATES, INC.

By: _____
Robert A. Ern, P.E., Vice President

THE CITY OF LEESBURG, FLORIDA

By: _____
John Christian, Mayor

Attest:

J. Andi Purvis, City Clerk

Approved as to form:

Fred A. Morrison, City Attorney

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: February 22, 2021

From: Brad Chase, (Electric Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, enacting revised Rate Schedules for rental lighting and municipal lighting services, to add rates for newer LED fixtures now available; nullifying any previous Rate Schedules for these services; and providing an effective date.

Staff Recommendation:

Staff recommends approving and enacting revised Rate Schedules for rental lighting and municipal lighting services, to add rates for newer LED fixtures now available; nullifying any previous Rate Schedules for these services.

Analysis:

The existing Rate Schedules for municipal lighting and rental lighting be nullified, and shall be replaced by the Rate Schedule, Schedule 1 and Schedule 2, attached.

Procurement Analysis:

N/A

Options:

1. Adopt the Resolution accepting and approving new rate schedules; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Upfront cost of Capital, as well as, ongoing Maintenance and Energy Rates are recuperated through long term agreements.

Account No. 041-0000-343-xx40

Submission Date and Time: 2/17/2021 12:59:51 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ENACTING REVISED RATE SCHEDULES FOR RENTAL LIGHTING AND MUNICIPAL LIGHTING SERVICES, TO ADD RATES FOR NEWER LED FIXTURES NOW AVAILABLE; NULLIFYING ANY PREVIOUS RATE SCHEDULES FOR THESE SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Leesburg, Florida, provides electrical utility services to residential and commercial customers, including municipal lighting and rental of lighting fixtures, and

WHEREAS, the City Code provides that electrical rates may be revised by Resolution, and

WHEREAS, the City Commission wishes to revise those portions of its electrical rate structure providing rates for municipal lighting, and rental lighting,

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

SECTION I.

The existing Rate Schedules for municipal lighting and rental lighting, and nullified, and shall be replaced by the rate schedules, Schedule 1 and Schedule 2, attached.

SECTION II.

If any portion of this Resolution is declared invalid or unenforceable, and to the extent that it is possible to do so without destroying the overall intent and effect of this Resolution, the portion deemed invalid or unenforceable shall be severed herefrom and the remainder of the Resolution shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

SECTION III.

THAT this resolution 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 22nd day of February 2021.

Mayor

ATTEST:

City Clerk

CITY OF LEESBURG, FLORIDA
Fixture Cost, Energy Cost and BPCA - Municipal

Schedule 1

Light Fixture Type	kWh	Municipal Rate		Energy Rate	BPCA		Fixture Rate	Total Costs
		CS Flat Code	CS Flat Code		Rate	Flat Code		
1 50 Watt Flood	24	5E	5B	1.53	0.18	5F	6.70	8.41
2 100 Watt Cobra	47	10E	10B	3.07	0.35	10C	4.63	8.05
3 100 Watt Decorative Colonial	47	10E	10B	3.07	0.35	10D	4.58	8.00
4 100 Watt Acorn	47	10E	10B	3.07	0.35	10A	6.70	10.12
5 100 Watt Dusk - Dawn	47	10E	10B	3.07	0.35	10DD	4.24	7.66
6 100 Watt Granville	47	10E	10B	3.07	0.35	10G	9.51	12.93
7 100 Watt Antique "L" Series	47	10E	10B	3.07	0.35	10L	9.51	12.93
8 100 Watt Monticello	47	10E	10B	3.07	0.35	10M	8.47	11.89
9 100 Watt Flagler	47	10E	10B	3.07	0.35	10F	8.40	11.82
10 100 Watt Sanibel	47	10E	10B	3.07	0.35	10S	10.07	13.49
11 100 Watt Savannah	47	10E	10B	3.07	0.35	10SA	9.77	13.18
12 175 Watt Sanibel	68	175E	175B	4.44	0.51	175S	10.27	15.22
13 175 Watt Park Avenue	68	175E	175B	4.44	0.51	175P	10.27	15.22
14 250 Watt Cobra	104	25E	25B	6.78	0.78	25C	4.89	12.45
15 250 Watt Galleria	104	25E	25B	6.78	0.78	25G	9.81	17.38
16 250 Watt Renaissance	104	25E	25B	6.78	0.78	25R	11.70	19.26
17 250 Watt Shoebox	104	25E	25B	6.78	0.78	25S	11.70	19.26
18 400 Watt Cobra	169	40E	40B	11.02	1.27	40C	5.65	17.95
19 400 Watt Flood	169	40E	40B	11.02	1.27	40F	6.23	18.53
20 400 Watt Renaissance	169	40E	40B	11.02	1.27	40R	14.91	27.20
21 400 Watt Hatbox	169	40E	40B	11.02	1.27	40H	9.08	21.37
22 400 Watt Shoebox	169	40E	40B	11.02	1.27	40S	9.08	21.37
23 400 Watt Mongoose	169	40E	40B	11.02	1.27	40M	9.79	22.09
24 1000 Watt Flood	422	100E	100B	27.53	3.17	100F	7.74	38.43
25 1000 Watt Shoebox	422	100E	100B	27.53	3.17	100S	11.39	42.08
26 1500 Watt Flood	634	150E	150B	41.36	4.76	150F	8.95	55.06
27 150 Watt LED Tear Drop	55	15E	15B	3.59	0.41	15R	2.93	6.93
28 85 Watt LED Tear Drop	31	85E	85B	2.00	0.23	85R	21.03	23.26
29 85 Watt LED Tear Drop DOT DOT	31	85E	85B	2.00	0.23	85RD	4.86	7.09
30 200 Watt LED Flood	73	200E	200B	4.76	0.55	200F	6.17	11.48
31 50 Watt LED Area Light	24	5E	5B	1.53	0.18	RL01	3.29	5.00
32 50 Watt LED Small Cobra	24	5E	5B	1.53	0.18	RL02	3.41	5.12
33 150 Watt LED Medium Cobra	55	15E	15B	3.59	0.41	RL03	4.13	8.13
34 50 Watt LED Granville	24	5E	5B	1.53	0.18	RL04	8.08	9.79
31 50 Watt LED Acorn	24	5E	5B	1.53	0.18	RL05	6.40	8.11
32 50 Watt LED Colonial	24	5E	5B	1.53	0.18	RL06	4.04	5.74
33 50 Watt LED Flagler	24	5E	15B	1.53	0.18	RL07	7.92	9.63
34 50 Watt LED Monticello	24	5E	5B	1.53	0.18	RL08	9.99	11.70
33 350 Watt LED Parking Lot	128	35E	15B	8.35	0.96	RL09	9.14	18.45
34 250 Watt LED Mongoose	104	25E	5B	6.78	0.78	RL10	7.52	15.09

CITY OF LEESBURG, FLORIDA
 Fixture Cost, Energy Cost and BPCA - Rental

Schedule 2

Light Fixture Type	kWh	Energy			Rental Rates		Fixture Rate	Total Cost
		CS Flat Code	Rate	CS Flat Code	BPCA Rate	CS Flat Code		
1 50 Watt Flood	24	5E	1.53	5B	0.18	5F	11.28	12.99
2 100 Watt Cobra	47	10E	3.07	10B	0.35	10C	7.17	10.58
3 100 Watt Decorative Colonial	47	10E	3.07	10B	0.35	10D	7.07	10.49
4 100 Watt Acorn	47	10E	3.07	10B	0.35	10A	11.15	14.57
5 100 Watt Dusk - Dawn	47	10E	3.07	10B	0.35	10DD	6.42	9.84
6 100 Watt Granville	47	10E	3.07	10B	0.35	10G	16.57	19.99
7 100 Watt Antique "L" Series	47	10E	3.07	10B	0.35	10L	16.57	19.99
8 100 Watt Monticello	47	10E	3.07	10B	0.35	10M	14.57	17.99
9 100 Watt Flagler	47	10E	3.07	10B	0.35	10F	14.42	17.84
10 100 Watt Sanibel	47	10E	3.07	10B	0.35	10S	17.64	21.06
11 100 Watt Savannah	47	10E	3.07	10B	0.35	10SA	17.06	20.48
12 175 Watt Sanibel	68	175E	4.44	175B	0.51	175S	17.82	22.77
13 175 Watt Park Avenue	68	175E	4.44	175B	0.51	175P	17.82	22.77
14 250 Watt Cobra	104	25E	6.78	25B	0.78	25C	7.66	15.23
15 250 Watt Galleria	104	25E	6.78	25B	0.78	25G	17.14	24.70
16 250 Watt Renaissance	104	25E	6.78	25B	0.78	25R	20.77	28.33
17 250 Watt Shoebox	104	25E	6.78	25B	0.78	25S	20.77	28.33
18 400 Watt Cobra	169	40E	11.02	40B	1.27	40C	8.91	21.20
19 400 Watt Flood	169	40E	11.02	40B	1.27	40F	10.03	22.32
20 400 Watt Renaissance	169	40E	11.02	40B	1.27	40R	26.73	39.02
21 400 Watt Hatbox	169	40E	11.02	40B	1.27	40H	15.51	27.80
22 400 Watt Shoebox	169	40E	11.02	40B	1.27	40S	15.51	27.80
23 400 Watt Mongoose	169	40E	11.02	40B	1.27	40M	16.88	29.17
24 1000 Watt Flood	422	100E	27.53	100B	3.17	100F	12.95	43.64
25 1000 Watt Shoebox	422	100E	27.53	100B	3.17	100S	19.98	50.67
26 1500 Watt Flood	634	150E	41.36	150B	4.76	150F	15.16	61.27
27 150 Watt LED Tear Drop	55	15E	3.59	15B	0.41	15R	5.82	9.82
28 85 Watt LED Tear Drop	31	85E	2.00	85B	0.23	85R	41.67	43.89
29 [INTENTIONALLY LEFT BLANK]								-
30 200 Watt LED Flood	73	200E	4.76	200B	0.55	200F	12.05	17.36
31 50 Watt LED Area Light	24	5E	1.53	5B	0.18	RL01	6.51	8.22
32 50 Watt LED Small Cobra	24	5E	1.53	5B	0.18	RL02	6.74	8.45
33 150 Watt LED Medium Cobra	55	15E	3.59	15B	0.41	RL03	8.12	12.12
34 50 Watt LED Granville	24	5E	1.53	5B	0.18	RL04	15.73	17.44
31 50 Watt LED Acorn	24	5E	1.53	5B	0.18	RL05	12.50	14.21
32 50 Watt LED Colonial	24	5E	1.53	5B	0.18	RL06	7.94	9.65
33 50 Watt LED Flagler	24	5E	1.53	15B	0.18	RL07	15.42	17.13
34 50 Watt LED Monticello	24	5E	1.53	5B	0.18	RL08	19.41	21.12
33 350 Watt LED Parking Lot	128	35E	8.35	15B	0.96	RL09	17.76	27.07
34 250 Watt LED Mongoose	104	25E	6.78	5B	0.78	RL10	14.66	22.22

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: February 22, 2021

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute an Agreement with Kimley-Horn for Planning Review Services; and providing an effective date.

Staff Recommendation:

Approve Profession Planning Services Agreement with Kimley-Horn.

Analysis:

As The Villages starts development in the CR 470 corridor, an additional amount of planning and site review will be required to ensure development is conducted according to the City's and the City's/Villages agreed upon standards. Because of the rapid pace and amount of development that will occur, this resolution will out-source this plan review work to Kimley-Horn. Costs associated with the services will be directly charged to the Villages. This process will (1) relieve the City from hiring additional personal; and, (2) match the plan which other communities such as Wildwood and Fruitland Park used to manage Villages growth.

Procurement Analysis:

This contract will be within procurement guidelines.

Options:

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

Fiscal Impact:

There will be no fiscal impact as costs will be passed through to the Villages.

Submission Date and Time:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AN AGREEMENT WITH KIMLEY-HORN FOR PLANNING REVIEW
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 KIMLEY-HORN, whose address is 189 South Orange Avenue, Suite 1000, Orlando, Florida 32801, for Planning Review 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 the 22nd day of February 2021.

Mayor

ATTEST:

City Clerk



February 15, 2021

Al Minner, City Manager
City of Leesburg
501 W. Meadow Street
P.O. Box 490630
Leesburg, FL 34749-0630

Re: *Professional Planning Services Agreement*

Dear Mr. Minner:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Leesburg ("Client") for providing General Planning Services related to development plan reviews.

Project Understanding

The City of Leesburg has requested a proposal from Kimley-Horn to provide general planning services relative to development plan reviews submitted to the City by private applicants.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

1. On an as-requested basis Kimley-Horn will review development plan applications for residential subdivisions, commercial site plans, final subdivision plats, etc. for compliance with applicable sections of the City of Leesburg Land Development Code. If the application is in an area with a special development standard overlay, Kimley-Horn will review pursuant to those standards. Kimley-Horn will provide these reviews as an extension of City of Leesburg staff and will provide written review comments to the City for inclusion with other staff department comments that are issued to the applicants. Kimley-Horn will review revised plans and resubmittals addressing our review comments. When our review comments are satisfied, we will provide written notice of such to the City.
2. Kimley-Horn will attend development review committee meetings, pre-application meetings, pre-construction meetings, etc., as requested by the City.

Kimley-Horn will perform final site inspections for private development projects as requested by the City.

Fee and Expenses

Kimley-Horn will perform the Scope of Services above on a labor fee plus expense basis. Labor fee will be billed on an hourly basis according to our then-current rates.

Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project will be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, a separate invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to **CITY OF LEESBURG**.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

If you want us to proceed with the services, please have an authorized person sign this Agreement below. We will commence services only after we have received a fully-executed agreement or purchase order. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Richard V. Busche
Sr. Vice President

ATTACHMENTS: Rate Schedule, Request for Information, Standard Provisions

CITY OF LEESBURG

(By: Signature)

(Name: Printed or Typed)

(Title)

(Email)

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	<i>Rate</i>
Analyst	\$105 - \$135
Professional	\$145 - \$180
Senior Professional I	\$180 - \$250
Senior Professional II	\$240 - \$280
Senior Technical Support	\$110 - \$165
Support Staff	\$85 - \$105
Technical Support	\$95 - \$115

Effective through June 30, 2021

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client					
Mailing Address for Invoices					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner	☐	Agent for Owner	☐	Unrelated to Owner

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if

expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section 9 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 9 shall require the Client to indemnify the Consultant.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) Construction Phase Services.

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

(19) PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: February 22, 2021

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the City Manager and City Clerk to execute a Lease Agreement between Bases Loaded Consultant Group and the City of Leesburg for office space at the Leesburg Business Incubator for a three-year term; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the lease agreement between Bases Loaded Consultant Group and the City of Leesburg for office space at the Business Incubator.

Analysis:

The Business Incubator Program was designed to help early stage companies develop into financially stable, high impact enterprises by providing resources and services that facilitate growth. Bases Loaded Consultant Group's agreement will extend for a three-year period.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

The fiscal impact over the three-year period is \$9,900.
Account No. 001-0000-362-0101

Submission Date and Time: 2/17/2021 1:10:25 PM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO
EXECUTE A LEASE AGREEMENT BETWEEN BASES LOADED
CONSULTANT GROUP AND THE CITY OF LEESBURG FOR OFFICE SPACE
AT THE LEESBURG BUSINESS INCUBATOR FOR A THREE-YEAR TERM;
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 BASES LOADED CONSULTANT GROUP, whose address is 600 Market Street, Leesburg, Florida 34748, for office space at the Business Incubator.

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 the 22nd day of February 2021.

Mayor

ATTEST:

City Clerk

LEASE AGREEMENT

THIS LEASE entered into on the _____ day of Feb, 2021, between THE CITY OF LEESBURG, FLORIDA, hereafter referred to as "LESSOR", and, Deborah L. Jayne, President, Bases Loaded Consultant Group, hereafter referred to as "LESSEE,

WITNESSETH:

Lessor hereby leases to lessee, and lessee leases from Lessor, the premises described as the "City Hall Annex" (Business Incubator), having a street address of 600 Market Street, Leesburg, Florida, together with all driveways and parking areas appurtenant thereto, under the terms and conditions set forth below:

1. TERM. The term of this Lease shall be for a period of 3 years, commencing as of February 11, 2021 and ending at midnight on the last day of February 11, 2024. Lessee may have access to the premises prior to the commencement of the term in order to conduct tenant renovations and improvements. During that time, all terms, conditions and covenants of this Lease shall apply to lessee's use and occupancy of the premises and all activities carried out by Lessee there, with the sole exception that no rent shall be due. **Lessor and/or Lessee can terminate the Lease agreement without penalty; with a 30 day written notice to either party.**

2. RENT. Lessee shall pay monthly rent to Lessor in the amount of \$250.00 per month, **plus** all applicable sales tax. The Parties understand and agree that Lessee's reduced rent payments during the first 24 months of the Lease term are provided in consideration of USDA Rural Development expenditures related to Lessor's planned improvements to the leased premises as set forth herein.

Lessee shall, for the final 12 months of the Lease term, starting February 11, 2023, pay monthly rent to Lessor in the amount of \$300.00 per month, **plus** all applicable sales tax.

Notwithstanding anything above to the contrary, in no event shall the rent payable by Lessee at any time during the term of this Lease Agreement be decreased.

Lessee acknowledges and agrees that it is responsible for paying the Rent promptly on the 1st day of each month, and that failure to do so will constitute a default under this Lease and entitle Lessor, after first giving three days written notice of default to Lessee, to pursue any remedy allowed by law or under this Lease for a default. If rent is not paid by the 6th day of the month, a **\$25.00** late fee will be imposed, and an additional **\$5.00** late fee will be imposed for each day beyond the 6th of the month that rent remains unpaid. If at any time a check given by Lessee to Lessor is returned unpaid, thereafter Lessor may require all future payments under this Lease to be made in cash or by cashier's check.

3. USE. The premises shall be used only for office, small manufacturing and industrial uses, to the extent permitted by applicable zoning codes, and no other use shall be made of the premises without the prior, written consent of Lessor. The Lessee shall make no unlawful or offensive use of the premises, nor shall any activity be carried on at the premise which constitutes a nuisance to surrounding property.

Lessee shall not allow the production, use, handling or storage, of illegal, dangerous or toxic chemicals or substances, machines or equipment causing excessive noise or dust particles or anything else of any nature whatsoever which would be injurious to the building or property in the reasonable opinion of Lessor. Lessee shall clean up any environmental contamination on the property which is determined to be the result of Lessee's use and occupation thereof, and shall indemnify Lessor against all claims for damages or other relief, plus attorney's fees and costs, due to Lessee's improper or unlawful production, use, handling, storage, or disposal of any hazardous or toxic wastes or substances, as such may be defined from time to time by any local, State or Federal agency. Lessee shall be responsible for the acts and behavior of its officers and employees, licensees, invitees, agents, clients, customers and anyone else on Lessee's premises.

4. DEPOSIT. To secure performance by Lessee of its financial obligations hereunder, Lessee shall within 30 days of the date of execution of this Lease provide Lessor with a check made payable to the City of Leesburg in the amount of **\$250.00**.

Upon any default by Lessee under this Lease, Lessor may at its sole option recover any damages resulting from such default directly from Lessee as provided more particularly below, or Lessor may at any time withdraw from the security deposit an amount sufficient to compensate Lessor for such damages, and if such damages exceed the security deposit amount, Lessor may recover the difference from Lessee directly, it being specifically understood that the amount of the security deposit does not in any way limit the liability of Lessee for damages under this Lease. The portion of the deposit, if any, not utilized as payment of rent for the first and last months of the term shall be returned to Lessee at the end of this Lease, less any amounts retained by Lessor to compensate it for damages. However, prior to any refund, Lessee must present paid receipts indicating that all bills for services to the premises have been paid, together with such other proof as Lessor may reasonably require to establish that Lessee's debts and obligations attributable to the premises have been paid.

5. UTILITIES. Utilities serving the premises, such as telephone and other telecommunications or data transmission services, shall be secured and paid for by Lessee, who shall hold Lessor harmless from any loss or damage, including attorney's fees, arising out of failure by Lessee to pay all utility charges when due. Upon termination of this Lease, Lessee shall not be entitled to a refund of any portion of the security deposit until receipts are provided to Lessor indicating that all utility charges due for service to the premises prior to termination have been paid.

6. TAXES. Lessee shall pay all sales taxes due on the rent or other charges paid by Lessee to, or on behalf of, Lessor under this Lease, and all personal property taxes assessed against Lessee's property kept at the premises, together with any intangible personal property or ad valorem taxes assessed against this Leasehold interest.

7. INSURANCE. Lessor will insure the building against damage by fire and other casualty, but this insurance will cover the structure only and all proceeds thereof shall be the sole property of Lessor. Lessee is responsible for insuring its own personal property on the premises. Also, Lessee shall at its expense procure, and maintain in force throughout the term, the following policies of insurance:

- A. Public liability insurance against any and all claims and demands resulting from injuries received in connection with Lessee's occupancy of the premises, with limits of not less than One Million Dollars (\$1,000,000.00) combined single limit coverage for damages incurred or claimed for death or bodily injury, or for damages to property, with Lessor shown on the policy as an additional insured. The amount of insurance which Lessee is required to carry under this sub-paragraph shall not be construed as a limitation on the damages owed by Lessee to Lessor in the event of a covered incident, and if judgment is entered against Lessor as a result of a covered incident which exceeds the amount of insurance Lessee is required to carry, Lessee shall be responsible for the difference and pay it immediately to Lessor as additional rent hereunder.
- B. Workers' Compensation Insurance, providing coverage against injury to Lessee's employees on the premises, as required by law.
- C. Any other policies of insurance or special endorsements which Lessor may reasonably request from time to time due to changes in circumstances, or to any special risks arising out of Lessee's operations.

The original of each such policy of insurance, or a complete duplicate, shall be delivered to Lessor by Lessee prior to occupancy of the premises by Lessee, together with evidence that the premiums have been paid. Each policy shall contain a provision that it may not be canceled for any reason without thirty (30) days prior, written notice being given to Lessor by the insurer. All policies shall be issued by insurers of recognized responsibility, which are licensed to do business in Florida, with at least an "A" rating by A.M. Best.

8. MAINTENANCE.

Lessor shall maintain the roof and shall repair any major structural defects not caused by the negligent or deliberate acts of Lessee, its agents, servants, or employees.

Lessee shall repair any major structural defects or damages caused by the negligent or deliberate acts of Lessee, its agents, servants, or employees. Lessor shall conduct all maintenance on

12/13/21

the exterior of the building structure, the plumbing, the interior of the building, the electrical system, the grounds on the exterior of the building, and the driveways and parking lot, but shall not repair any damages caused by the negligent or deliberate acts of Lessee, its agents, servants or employees, or any independent contractors retained by Lessee. The premises shall be returned to Lessor at the end of this Lease in as a good a condition, or better, as existed when Lessee took possession, ordinary wear and tear excepted. Nothing in this paragraph shall apply to damage by fire or other casualty.

9. FIRE EQUIPMENT. Lessor shall provide and maintain, at Lessor's sole expense, approved fire protection devices adequate for each room of leased premises in accordance with the City of Leesburg fire safety codes and requirements. Proof of said compliance and regular inspections of the fire safety equipment shall be provided upon request.

10. ENTRY AND INSPECTION. At any reasonable time, during normal business hours and with not less than 1 hour prior notice, Lessor may enter the leased premises personally or through a designated agent and conduct an inspection to determine if Lessee is complying with the terms of this Lease. If such inspection reveals deficiencies, Lessor may, but shall not be obligated to, make such repairs, or take any other action, as may be necessary to bring Lessee into compliance, and recover the costs thereof either from the deposit, or from Lessee, in which case the costs shall be considered additional rent due immediately from Lessee; failure by Lessee to pay these sums shall be grounds for termination of this Lease.

Lessor may show the premises during the 60 days prior to termination of this Lease, to prospective tenants, during business hours on reasonable notice to Lessee.

11. ADDITIONAL RENT. All taxes, costs, charges, and expenses which Lessee is required by this Lease to pay, together with all sales or other taxes due thereon and all interest and penalties thereon which may accrue in the event Lessee fails to pay such amounts, and all damages, costs and expenses (including attorney's fees) which Lessor may incur by reason of any failure by Lessee to comply with the terms of this Lease, shall be deemed to be additional rent, and in the event of nonpayment thereof by Lessee, the Lessor shall have the same rights and remedies with respect thereto as Lessor may have, at law, in equity, or under this Lease, for nonpayment of the rent itself.

12. ALTERATIONS AND IMPROVEMENTS. No alterations or improvements to the premises shall be made by Lessee, nor shall any signs be erected, unless Lessor has reviewed the plans and specifications and given its written consent before commencement of any such work. Subject to the prior approval of Lessor as to design and content, which may not be withheld unreasonably, Lessee may erect adequate signage on the premises without payment of additional rent, "adequate" being defined by reference to other facilities of similar size and usage in the general area. Lessor may require Lessee to remove any unauthorized signs, alterations, or improvements, and to return the premises to their original condition, and if Lessee fails or refuses to do so then Lessor may have the necessary work done and assess the cost against Lessee, to be paid immediately upon demand. All work must conform to applicable codes and be performed by licensed and bonded contractors, and statutory performance and payment bonds shall be secured. At the end of the term or upon any earlier termination of this Lease, all alterations and improvements which are affixed or attached to the premises in such a manner that they cannot be removed without damage to the premises, shall become the property of Lessor and shall not be removed by Lessee, other than trade fixtures which may be removed provided that Lessee repairs all damage to the premises caused by such removal and restores the area damaged to a condition comparable to the remainder of the premises.

13. LIENS. The Lessee shall not have the power or authority to subject the Lessor's interest in the premises to mechanics', laborers' or materialmen's liens of any kind against Lessor's interest during this Lease. If such a lien is filed, Lessee shall cause the premises to be released therefrom within five (5) days of written demand by Lessor, either by payment in full, or by posting of bond which by law releases Lessor's interest from the legal effect of such lien. Prior to commencing work, Lessee shall obtain from any contractor, subcontractor, laborer or materialmen performing work or providing materials for the premises, a waiver of lien whereby such person specifies that he or she will not impose any lien or claim against the real property by reason of the work done or materials provided. Any such work shall be done only under written contract and Lessor shall have the opportunity to approve such contract before work commences.

14. **REPRESENTATIONS OF LESSOR.** In order to induce Lessee to enter into this Lease, the Lessor has made the following representations and no others:

- A. Lessor has good title to the premises, and the right to enter into this Lease without the joinder or consent of any other person or entity;
- B. So long as Lessee performs all the covenants and agreements of this Lease, Lessee shall have quiet and undisturbed possession of the premises.

15. **REPRESENTATIONS OF LESSEE.** In order to induce Lessor to enter into this Lease, the Lessee has made the following representations, and no others:

- A. Lessee has inspected the premises and found them to be fit for its intended purposes.
- B. Lessee has assured itself that the zoning of the premises will permit the intended use, will not violate any zoning or land use rules during occupancy, and will obtain and keep in force all licenses and permits required for the operation of Lessee's business at the premises. Although Lessor is also the governmental body with land use authority over the leased premises, nothing in this Lease shall be construed as binding on Lessor in that capacity and Lessor is not hereby contracting away its lawful authority to regulate land use or any other aspect of the Lessee's operations under Lessor's applicable codes and ordinances as now in effect or as hereafter amended.
- C. Lessee is acting solely on its own behalf, and not on behalf of any third party or undisclosed principal whomsoever.
- D. Lessee will perform and abide by each and every term, covenant and agreement of this Lease.
- E. **EXCEPT FOR ANY WARRANTIES SET FORTH SPECIFICALLY IN THIS LEASE, ALL WARRANTIES OF ANY NATURE CONCERNING THE PREMISES, EITHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED, AND WHETHER OF HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE**

OR OTHERWISE, ARE WAIVED BY LESSEE, AND DISCLAIMED BY LESSOR,
AND LESSEE AGREES TO ACCEPT THE PREMISES IN "AS-IS" CONDITION.

F. If Lessee is not a natural person, then Lessee warrants that it is duly formed and validly existing under state law and local ordinances, and that all things required by law or by Lessee's governing documents, necessary to the execution of this Lease have been accomplished, and the person signing this Lease is authorized to bind Lessee.

16. INDEMNITY. Lessee will indemnify Lessor, and hold Lessor harmless, from and against all claims, debts, demands, or obligations which may be made against Lessor, or Lessor's interest in the premises, excepting only those matters which are the direct (and not vicarious) and proximate result of the gross negligence or deliberate acts of Lessor, its agents, servants or employees, arising out of or in any way connected with Lessee's use and occupation of the premises. If it becomes necessary for Lessor to defend any action against it, seeking to impose such liability, Lessee will pay not only any judgment entered against Lessor in such proceeding, but also all costs and attorney's fees incurred by Lessor in its defense of the proceeding.

17. DAMAGE BY LESSEE OR BY FIRE AND CASUALTY. In the event the premises are damaged by fire or other casualty, the cost to repair which exceeds 35% of the appraised value of the property, as shown on the most recent ad valorem tax rolls, Lessor shall have the option to repair the premises or to terminate this Lease. If the damage does not exceed the above threshold, Lessor shall repair the damage, and the rent due hereunder shall abate until repairs are completed, by the proportion by which the damage prevents Lessee's use of the premises. If Lessor repairs the premises, the insurance proceeds on Lessor's policy shall be used to pay the cost of the repairs; otherwise, those proceeds shall be paid to Lessor.

If the premises are damaged by the intentional or negligent acts or omissions of Lessee or any of its agents, servants, employees or guests, then Lessor may repair such damage and restore the premises to their original condition without notice to or consent by Lessee, and recover the entire cost of the repair from Lessee immediately, together with any lost rent and other consequential damages

suffered by Lessor as a result of the intentional or negligent acts of the Lessee, its agents, servants, employees or guests.

18. BANKRUPTCY. This Lease shall be terminated immediately, without notice to Lessee, in the event Lessee or any surety of Lessee on this Lease become bankrupt, or files any proceedings as debtor, or takes or has taken against it any action or proceeding in bankruptcy or insolvency, or for reorganization or appointment of a trustee of all or a portion of Lessee's or the surety's property; or if Lessee or any surety makes an assignment for the benefit of creditors.

19. NO WAIVER. No failure by Lessor to exercise any remedy available to it in the event of a breach of this Lease by Lessee shall be deemed a waiver of any subsequent breach, whether of the same or a different provision of this Lease, nor shall it be considered a justification of any subsequent breach by Lessee. Acceptance of rent by Lessor at any time when Lessee is in default shall not be construed as a waiver of such default, or of Lessor's right to terminate this Lease on account of such default, nor shall any waiver or indulgence granted by Lessor to Lessee be taken as an estoppel against Lessor, it being expressly understood that if Lessee is in default and Lessor accepts rent during the continuance of such default or fails promptly to avail itself of its remedies for such default, this shall not constitute a waiver of such default, but Lessor may at any time, if such default continues, terminate this Lease on account thereof.

20. DEFAULT. In the event of a default by Lessee, other than a failure to pay rent or additional rent, which default continues longer than thirty (30) days after the giving of written notice to Lessee by Lessor demanding that the default be cured, Lessor may terminate this Lease and resume possession of the premises immediately, and recover from Lessee liquidated damages as specified below, or at its option Lessor may take such action and expend such sums as may be necessary to cure the default, and recover the cost to cure from the deposit or charge it to Lessee as additional rent. However, if the default is of a nature that it is not reasonable to expect Lessee to cure the default within thirty days, and if after receipt of written notification from Lessor of the default, Lessee promptly commences proceedings to cure the alleged default, and diligently continues those efforts

DL
2/3/21

without undue delay, then Lessor shall not be entitled to enter the Premises and expel Lessee therefrom, nor exercise any other remedy which Lessor may otherwise have on account of such default.

Should Lessee fail to pay any rent or additional rent hereunder within 15 days of the date when it first falls due, and if such past due rent is not paid along with any penalties and late charges, within 3 days after written notice given by Lessor to Lessee, then Lessor may retake possession of the premises immediately, and recover from Lessee the present value of the rent to have been paid by Lessee over the remainder of the term, computed using a discount rate of 6%, or at its option Lessor may elect to sue for each installment of rent as it falls due. In the event Lessor elects to recover the present value of future rents, the rent for the remainder of the term shall be considered accelerated and due immediately upon notice being given to Lessee, with a credit to Lessee for any rent received by Lessor from a reletting of the premises to a new tenant. Once Lessor has retaken possession (or if Lessee refuses to surrender possession, once Lessor has given Lessee written notice of termination) this Lease shall be terminated and Lessee shall have no right to reinstate this Lease, whether by payment of the arrearages or otherwise.

Upon termination of this Lease, Lessee shall surrender the premises peaceably to Lessor immediately, and if Lessee fails to do so it shall be deemed guilty of unlawful detainer of the premises and be subject to remedies provided for that violation. This Lease shall be considered terminated immediately upon the giving to Lessee by Lessor of written notice of termination. Liquidated damages of \$75.00 per day shall be paid by Lessee for each day or portion thereof that Lessee fails to surrender possession of the premises to Lessor in accordance with this Lease, after termination or expiration hereof.

In any event, in addition to recovery of possession and liquidated damages, Lessor shall also recover all additional rent, special damages, costs and attorney's fees incurred by it as a result of the default by Lessee. Lessee agrees that it would be impossible to compute the general damages suffered by Lessor should Lessee default, that it is therefore proper to provide for liquidated damages, and that the amount of liquidated damages set forth herein is reasonable and does not constitute a penalty or forfeiture.

DLA
2/3/21

21. REMEDIES CUMULATIVE. Lessor's remedies under this Lease are cumulative, and no one remedy shall be exclusive, in law or equity, of any other rights which Lessor may have, and the exercise of one right or remedy shall not impair Lessor's standing to exercise any other right or remedy.

22. ARREARAGES. Any amount of money to be paid to Lessor by Lessee under this Lease, which is not paid by the end of the month in which it first falls due, shall bear interest at the highest rate allowed by law until paid in full. Lessor, at its sole option, may elect to apply any payment by Lessee either to amounts most recently due, to amounts farthest in arrears, or to interest due on the arrearages.

23. ASSIGNMENT & SUBLEASING. This Lease may not be assigned by Lessee, nor may Lessee sublet the premises either in whole or in part, without prior written permission from Lessor, which may not be withheld unreasonably so long as no default exists hereunder, provided that no change in use is made and the assignment will not violate any other agreements by Lessor. Lessor shall not be required to consent to any sublease or assignment whatsoever as long as any default by Lessee remains in existence.

If this Lease is assigned to any person or entity pursuant to the provision of Title 11, U.S.C. (the Bankruptcy Code), any and all consideration payable or otherwise to be delivered in connection with any such assignment shall be paid and delivered to Lessor, to be and remain the exclusive property of Lessor and shall not constitute property of the Lessee or of the estate of Lessee within the meaning of the Bankruptcy Code. Any such consideration not paid or delivered to Lessor as provided above shall be held in trust by the recipient for the benefit of Lessor and shall be promptly paid and delivered to Lessor. Any assignee under the Bankruptcy Code shall be deemed, by having received such assignment and without further act or deed, to have assumed all of the obligations of Lessee arising under this Lease, from and after the date of such assignment. Upon demand by Lessor, any such assignee shall execute and deliver to Lessor an instrument confirming such assumption.

DLA
2/3/21

If Lessee or any assignee or sublessee is not a natural person, the following shall be deemed to be assignments requiring the written consent of Lessor as a condition to continued occupancy of the premises hereunder:

- a. Sale of more than 49% of the shares of a corporate Lessee which are issued and outstanding on the commencement date of this Lease;
- b. Issuance by a corporate lessee of additional shares which results in the shares issued and outstanding on the commencement date of this Lease being reduced, after the new issue, to less than 51% of the then outstanding and issued shares;
- c. Any other action by a corporate lessee, or its shareholders, the result of which is to reduce the percentage of shares owned by those shareholders existing as of the date of this Lease to less than 51%;
- d. Any change in the partners of a lessee which is a general partnership;
- e. Any change in general partners of a limited partnership lessee or any reduction in the percentage of ownership in the partnership by any general partner;
- f. Any other change in the equity ownership of any entity which is not a natural person and is not listed above, if the change results in the percentage interest of the persons(s) holding the equity of the entity as of the date of this Lease being reduced to less than 50%.

24. MEMORANDUM. Lessor may, at its option, record a memorandum of this Lease in the Public Records of Lake County, Florida, so as to alert third parties of the nature and duration of Lessee's interests in the premises.

25. ESTOPPEL CERTIFICATE. At any time, upon request by Lessor, the Lessee agrees to execute a certificate stating:

- A. That no default exists at the time on the part of Lessor, or setting forth the nature of the default if one does exist;
- B. The termination date of this Lease;
- C. That Lessee's interest is inferior and subordinate to the lien of any mortgage now encumbering Lessor's interest in the premises, or hereafter executed by Lessor.

OLJ
2/3/21

26. RELATIONSHIP OF PARTIES. Nothing in this Lease shall be deemed to create a relationship of partnership, principal and agent, or any other relationship between the parties other than landlord and tenant. Lessee agrees that it shall not challenge the fee title of Lessor in the premises or claim any interest superior thereto.

27. COSTS AND FEES. In the event it is necessary for Lessor to employ counsel to enforce the obligations of Lessee hereunder, the Lessee shall reimburse Lessor for reasonable attorney's fees so incurred, whether or not suit is filed; and if a legal action is commenced by either party, then at the conclusion of such action the prevailing party shall be entitled to recover its reasonable costs and attorney's fees, in addition to any other relief granted.

28. GOVERNING LAW. This Lease shall be applied and construed in accordance with the Laws of Florida. Venue for any action hereunder shall be in Lake County, Florida. The courts of the State of Florida shall have jurisdiction to hear and decide any and all disputes which arise under this Lease.

29. NOTICES. Any notice required by this Lease shall be in writing and shall be either delivered in person, sent by Federal Express, UPS or other widely recognized overnight courier service, or mailed by United States Mail, certified with return receipt requested and all postage charges prepaid. Except where receipt is specifically required in this Lease, any notice mailed in accordance with these standards to the proper address as set forth below shall be deemed to be effective three days after the date of postmark, any notice hand delivered shall be deemed effective upon delivery, and any notice sent by overnight courier shall be deemed effective on the next business day following the date on which the properly addressed notice is placed into the hands of the courier service for transmittal, and any time period shall begin running as of that date, whether or not the notice is actually received. Notices shall be given in the following manner, or in such other manner as may be directed by either party, in writing, from time to time:

- A. To Lessor at the address specified for payment of rent.
- B. To Lessee by mailing or delivery to Lessee at the leased premises, with a copy to Tenants address (TBD)

DCA
2/3/21

30. CONSTRUCTION. Any word in this Lease shall be read as either singular or plural, and as either masculine, feminine or neuter gender as the context may require. Captions are included for convenience only, and shall not be construed to limit, expand, or otherwise modify the text of this Lease in any manner.

31. NATURE OF AGREEMENT. This Lease sets forth the entire agreement of the parties; it takes precedence over all prior representations, negotiations and agreements, whether oral or written, which are deemed to have merged into this Lease and to have been extinguished to the extent not set forth specifically herein. The execution of this Lease has not been induced by either party by any representations, promises or understandings not expressed herein, and there are no collateral agreements, promises or undertakings whatsoever in any way touching on the subject matter of this Lease which are not expressly contained herein. This Lease may not be amended orally, by waiver or course of conduct, or in any manner whatsoever, other than by written instrument signed by all parties hereto, including Guarantors.

32. BINDING EFFECT. This Lease shall be binding on, and inure to the benefit of, not only Lessor and Lessee, but also their respective successors and assigns.

33. CONDEMNATION. In the event all or any portion of the building is taken by eminent domain, or is conveyed under threat of such proceedings, all compensation resulting therefrom shall be the property of Lessor and Lessee hereby assigns to Lessor any interest Lessee may otherwise have in such award. Lessee shall execute any documentation required to achieve this result. In the event of a total taking, this Lease shall terminate. In the event of a partial taking, Lessor may elect either to terminate this Lease or to repair and restore the remaining portion of the premises at its own expense, and keep this Lease in force.

34. SEVERABILITY. If any provision hereof is declared invalid or unenforceable, it shall be severed herefrom and the remainder of the Lease shall continue in full force as if executed originally without the invalid portion.

35. ADA COMPLIANCE. Except as provided below, if during the term any alterations or improvements to the premises are required in order to comply with the Americans With Disabilities

DLX
2/3/21

Act, such improvements shall be the responsibility of the Lessee. The Lessee shall observe and comply with all requirements of the ADA in the operation of its business at the premises and shall hold the Lessor harmless from any loss or damage (including court or administrative costs and attorney's fees) arising out of any violation of ADA by Lessee in the operation of its business or any failure by Lessee to make any improvements required by ADA which are the responsibility of Lessee.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year shown below.

THE CITY OF LEESBURG, FLORIDA

BY: _____
Al Minner, City Manager

Attest: _____
City Clerk

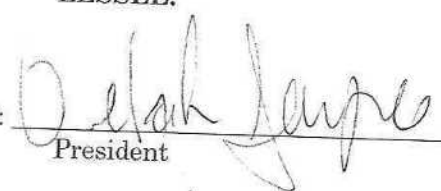
DATE: _____, 2021

Approved as to form and content:

City Attorney

WITNESSES: (two required)

LESSEE:

BY:  _____
President

DATE: 2/3, 2021

Executive Summary

Bases Loaded Consulting Group, LLC President: Deborah Jayne

600 Market St
Leesburg, Florida 34748

Telephone: 352-818-4800
Email: deb@debjayne.com

Bases Loaded Consulting Group, LLC (referred to from hereon in as the "Company") was established as a Limited Liability Company at 626 Timbercrest Drive, Leesburg, Florida 34748 with the expectation of rapid expansion within the marketing, virtual assistant and meeting planning industries.

Business Description:

The Company was formed on 11/12/2020 as a Limited Liability Company under Florida state laws and is owned and operated by Deborah Jayne.

Virtual Assistant / Marketing / Event Planning and Management / Budget Administration / Program Management / Employee Training and Development / Cross-Functional Team Leadership / Database Management / Customer Service / Project Management

Results-driven leader with years of success guiding the planning and efficient execution of all sized events including site selection, vendor & expo management, programming, marketing, and attendance maximization strategies. Talent for identifying and capitalizing on revenue growth opportunities and negotiating cost savings with multiple vendors to maximize event ROI. Software proficiency includes Microsoft Office Suite, G Suite, Your Membership Software, and Cvent Passkey Planner Portal; proven ability to quickly master new concepts and technologies.

Areas of Expertise:

- Excellent Communication Skills
- Relationship Building Skills
- Networking Ability
- Vendor and Venue Selection
- Food and Beverage Operations
- Contract Negotiations / Renegotiations
- Customer Experience Optimization
- Recruiting and Staffing Initiatives
- Performance Management
- Continuous Process Improvements
- Creative Problem Solving
- Excellent Organizational Skills
- Building, Training, and Developing a Team

Executive Summary

Bases Loaded Consulting Group, LLC **President: Deborah Jayne**

BLCG currently has a few clients providing virtual events program & management, marketing, administration, and database management. The Company currently employs one full-time employee and 0 part-time employees.

New Service:

The Company is prepared to introduce the following service to the market:

- Virtual Assistant
- Meeting Planning
- Program Management
- Marketing
- Administration

Since the ongoing pandemic, many corporations and organizations were forced to furlough and lay off their employees. Organizations can ultimately avoid team burnout and overextension by outsourcing some of their projects. BLCG wants to be that extension with these organizations and assist with any and all projects on a contract basis. It's a Win-Win for both parties.

Short-Term Goals:

- Currently working with the SBDC.
- Finalize BLCG's website.
- Finalize BLCG's Social Media Profiles (LinkedIn, Facebook, & Twitter).
- Implement Social Media Marketing strategies.
- Be more active within the City of Leesburg.
- Develop relationships with local Colleges & Universities.
- Develop an internship program.

Long-Term Goals:

- Ramp up productivity.
- Hire employees or interns.
- Increase the number of working contracts and clients.

Deborah Jayne worked as an Event & Membership Director at The Society for American Baseball Research (SABR) for the past 10 years. She is a lifelong avid baseball fan!

Bases Loaded was pitched as she saw a need where many organizations are understaffed and overworked due to COVID. Are your bases loaded?

Her desire is to help businesses with special projects, event planning, administration, fundraising, etc. She has a passion for all people and especially seniors and students. She has a heart to help people in all aspects; whether it be to teach them a new skill, coach and encourage them, deliver food, or walk their dogs.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: February 22, 2021

From: Travis Rima, (Recreation Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an agreement with Lake County to approve terms set forth in the Tourist Development Sponsorship of the BIG 10 Softball Tournament; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the Sponsorship agreement with Lake County.

Analysis:

In conjunction with THE Spring Games, City staff was able to recruit and secure BIG 10 softball conference games at the Sleepy Hollow Sports Complex. Due to extenuating circumstances teams in the BIG 10 needed a neutral location for 84 conference games, and the City of Leesburg and Sleepy Hollow were selected as that site. These 84 games will be played over seven (7) days; February 26-28 and March 11-14, 2021.

The BIG 10 softball event is a two weekend event and is expected to generate over 6,000 room nights. The Lake County TDC and BOCC have agreed to a \$290,000 sponsorship of the event. The \$290,000 was allocated to renovations of the Sleepy Hollow Complex to upgrade the facility to the caliber of BIG 10 softball teams. Renovations included flipping of four (4) game field infields, renovation of backstops, expansion of dugouts, new temporary fencing, expansion and addition of batting cages, and expansion of all bullpen areas in the complex.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

This project is budget neutral as renovation funds are reimbursed at completion of event. A budget

adjustment will be necessary to add the funds to the current budget.
Account No. 031-0000-337-4300

Submission Date and Time: 2/17/2021 1:11:33 PM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AN AGREEMENT WITH LAKE COUNTY TO APPROVE TERMS SET FORTH
IN THE TOURIST DEVELOPMENT SPONSORSHIP OF THE BIG 10
SOFTBALL TOURNAMENT; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with Lake County Board of County Commissioners, whose address is 315 W Main Street, Suite 308; Post Office Box 7800, Tavares, Florida, for sponsorship of the BIG 10 Softball Tournament.

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 the 22nd day of February 2021.

Mayor

ATTEST:

City Clerk

**AGREEMENT FOR
TOURIST DEVELOPMENT SPONSORSHIP OF
BIG 10 SOFTBALL TOURNAMENT**

This agreement is entered by and between Lake County, Florida, a political subdivision of the State of Florida (the "COUNTY"), and the City of Leesburg, a municipal corporation organized under the laws of the State of Florida (the "GRANTEE").

WITNESSETH:

WHEREAS, Section 13-46, Lake County Code, establishes and imposes the tourist development tax within Lake County; and

WHEREAS, Section 13-47, Lake County Code, sets forth the permitted uses of the tourist development tax in Lake County; and

WHEREAS, Section 13-47(2)(b), Lake County Code, allows the tourist development tax to be used to promote and advertise tourism in the State of Florida; and

WHEREAS, the 2021 Big 10 Softball Tournament is scheduled to take place in Leesburg, Florida (the "Event") and is projected to bring approximately 6,648 participants, spectators, and media, and generate 6,000 projected rooms nights; and

WHEREAS, this agreement serves a valid public purpose and is in the best interest of both parties and the residents of Lake County.

NOW, THEREFORE, the parties agree as follows:

1. Recitals. The above recitals are incorporated in this agreement.

2. Scope of the Agreement.

A. Terms of the Event. A minimum of 50% of the teams participating in the Event must be a member of the Big 10 Conference. The Event must include a minimum of 21 regulation softball games that take place at Sleepy Hollow Sports Park, in Leesburg, Florida within 14 months of the Effective Date of this agreement unless otherwise agreed to in writing by the parties.

B. The GRANTEE will:

- 1) Administer all grant funding received from the COUNTY for the Event and any other sources for the purpose of planning, managing, implementing, marketing, and operating the Event;
- 2) Obtain all governmental permits required to conduct the Event and comply with all applicable Federal, State, and local laws as they pertain to the Event;
- 3) Allow local media outlets to film, market, and advertise the Event upon request;
- 4) Obtain other sponsors or partners as necessary to carry out the Event;

- 5) With the COUNTY'S express written consent after review of any materials by the COUNTY, recognize the COUNTY as an event sponsor with use of the COUNTY'S logo and language on all promotional materials, programming, registrations, and media;
- 6) Allow the COUNTY to take promotional videos and photographs;
- 7) If requested by the COUNTY, allocate a location with a table or tent to distribute the COUNTY'S promotional materials; and
- 8) Submit all required information to verify the Event and final invoice no later than **120 days** after the Event.

C. The COUNTY will pay GRANTEE a sum not to exceed **\$290,000** upon completion of the Event.

3. Effective Date. This agreement will become effective upon the date of the last party to sign this agreement, as indicated by the date under that party's signature (Effective Date).

4. Term. This agreement will remain in effect until the Event has been completed and all approved payments have been made by the COUNTY.

5. Termination. Either party may terminate this agreement for any reason with advance written notice to the other party of intent to terminate up to 30 days prior to the start of the Event. This agreement may be terminated by the COUNTY due to GRANTEE breach of a material term of this agreement, but only after the COUNTY has provided the GRANTEE with 10 calendar days' written notice for the party or parties to cure the breach and the party or party's failure to cure the breach within that 10-day time period.

6. Payment. Upon receipt of the final invoice after completion of the Event, the COUNTY shall provide payment to the GRANTEE in an amount not to exceed **\$290,000.00**. The COUNTY will provide payment to the GRANTEE in accordance with verified information that it provides to the COUNTY no later than **120 days** after the Event. The COUNTY shall make payment on all undisputed invoices submitted by the GRANTEE for the Event in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

7. Assignment. Neither party may assign any rights or duties under this agreement to any other party without prior written permission of the other party. If a party attempts to assign any rights or duties without prior written permission of the other party, this agreement may be terminated.

8. Codes and Regulations. The parties shall comply with all applicable Federal, State and local laws, rules and regulations.

9. Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations under this agreement, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, pandemic, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred, or if such cause results in the inability to hold the Event, then this agreement shall continue in force and apply to the rescheduled Event so long as it occurs within 14 months of the Effective Date of this agreement unless otherwise agreed to in writing by the parties.

10. Records. The parties shall keep orderly and complete records of its accounts and operations and shall keep open these records to inspection by the COUNTY's personnel at reasonable hours during the entire term of this agreement, plus three years after the ending date of this agreement. If any litigation, claim or audit is commenced prior to the expiration of the three-year period and extends beyond this period, the records must be maintained until all litigation, claims or audit findings involving the records have been resolved. Any person duly authorized by the COUNTY will have full access to all files and accounts pertinent to the COUNTY's functions and the right to examine any of the records during any applicable retention period.

11. Financial Records. The GRANTEE shall maintain financial records related to funds paid under this agreement. All financial records related will be open to audit by the COUNTY. The GRANTEE shall provide access to all of its records, which relate directly or indirectly to this agreement at its place of business during regular business hours. The GRANTEE agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

12. Public Records Law. To the extent applicable, pursuant to Section 119.0701, Florida Statutes, the GRANTEE shall comply with the Florida Public Records' laws.

13. Applicable Law & Venue. This agreement is made under, and in all respects will be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this agreement will lie solely in Lake County, Florida. The GRANTEE hereby waives its right to a jury trial for any action arising from this agreement.

14. Severability. The invalidity or unenforceability of any particular provision of this agreement will not affect the other provisions of this agreement, and this agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted.

15. Notice. Wherever provision is made in this agreement for the giving, service or delivery of any notice, statement or other instrument, such notice must be in writing and must be deemed to have been duly given, served and delivered and addressed as follows:

COUNTY

County Manager
Lake County Administration Bldg.
315 W. Main Street, Suite 308
Post Office Box 7800
Tavares, FL 32778-7800

GRANTEE

The City of Leesburg
501 W. Meadow St.
Leesburg, FL 34738

16. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this agreement will be predicated upon any prior representations or agreements whether oral or written.

[SIGNATURE PAGE FOLLOWS]

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

THE CITY OF LEESBURG

John Christian, Mayor

This ____ day of _____, 2021.

LAKE COUNTY, FLORIDA

Sean M. Parks, Chairman

This ____ day of _____, 2021.

ATTEST:

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

Approved as to form and legality:

Melanie Marsh, County Attorney

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: February 22, 2021

From: Ken Thomas, (Housing Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute the Community Development Block Grant Program Sub-Recipient Agreement and Declaration of Covenants Restrictions between the City of Leesburg and Lake County Government for construction of the Leesburg Teen Enrichment Center; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the Sub-recipient Contract and the Declaration of Covenants and Restrictions for funding of the Leesburg Teen Enrichment Center.

Analysis:

The City of Leesburg applied for and received funding from Lake County Government as a Sub-Recipient to assist with construction cost of the Leesburg Teen Enrichment Center. Lake County Government shall provide Community Development Block Grant (CDBG) funds in the amount of \$820,000.88 from their funding year 2019-2020. The Leesburg Teen Enrichment Center will provide social and recreational programs along with the Boys & Girls Club in a safe and positive environment for all youth in the community. The intent is to enhance their personal and social skills, teach responsibility and leadership.

Procurement Analysis:

N/A

Options:

1. Approve the resolution to accept the CDBG funds for construction of the Teen Enrichment Center and the Declaration of Covenants and Restrictions; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

A budget adjustment will be processed to add these funds to the current Teen Center Project.

Account No. 031-0000-331-4100

WF No. WF1253677/1

Submission Date and Time: 2/17/2021 1:15:25 PM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUB-
RECIPIENT AGREEMENT AND DECLARATION OF COVENANTS
RESTRICTIONS BETWEEN THE CITY OF LEESBURG AND LAKE COUNTY
GOVERNMENT FOR CONSTRUCTION OF THE LEESBURG TEEN
ENRICHMENT CENTER; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute a Community Development Block Grant Sub-Recipient Contract and the Declaration of Covenant and Restrictions with Lake County Government, whose address is Post Office Box 7800, Tavares, Florida, 32778, for funding of the Leesburg Teen Enrichment Center, located at 1851 Griffin Road, Leesburg, Florida 34748.

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 the 22nd day of February 2021.

Mayor

ATTEST:

City Clerk

**LAKE COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SUB-RECIPIENT CONTRACT**

This contract is between **Lake County**, a political subdivision of the State of Florida (hereinafter called the “Grantee”) and **City of Leesburg**, a municipal corporation organized under the laws of the State of Florida (hereinafter called the “Sub-Recipient”).

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wants to engage the services of the Sub-Recipient to assist the Grantee in utilizing such funds.

NOW THEREFORE, the parties agree as follows:

I. SCOPE OF SERVICES

Project Name: **Leesburg Teen Enrichment Center** (hereinafter the “Project”).
Legal Description: **Exhibit A**, attached hereto and incorporated herein by reference.
Funding Amount: **Not to Exceed \$820,000.88**

A. Description of Activities

The Sub-Recipient will be responsible for administering a Community Development Block Grant (CDBG) Program for Fiscal Year 2020 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG Program:

The Project will consist of constructing a 9,000 square foot facility that will provide social and recreational programs for youth ages 6-18. The location of the Project is at 1851 Griffin Road, Leesburg, Florida 34748.

A copy of the complete scope of work is attached as **Exhibit B**.

B. National Objectives

The Sub-Recipient certifies that the activities carried out with the funds provided under this contract will meet one or more of the following CDBG National Objectives:

1. Benefit low/moderate income persons;
2. Aid in the prevention or elimination of slums or blight;
3. Meet community development needs having a specific urgency as defined in 24 CFR Part 570.208.

The Project meets the national objectives of the Community Development Block Grant program 24 CFR Part 570.208(a)(2) low/moderate income limited clientele.

II. TIME OF PERFORMANCE

The Project shall start on the date this contract is fully executed (hereinafter the "Effective Date") and shall be completed 12 months from the Effective Date. In order to monitor the implementation of the Project, all grantees are required to complete and submit the PROJECT MILESTONE CHART included in **Exhibit C**, to the Grantee by the 10th day of each month. The terms of this contract and the provisions herein shall be extended to cover any additional time during which the Sub-Recipient remains in control of CDBG funds or other assets including program income.

III. BUDGET

The detailed budget is attached as **Exhibit D**.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by CDBG funds under this Sub-Recipient Contract shall not exceed **\$820,000.88** from the funding year 2019-2020.

Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Exhibit D and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Exhibit D and in accordance with performance.

V. NOTICES

Communication and details concerning this Sub-Recipient Contract shall be directed to the following:

Grantee:

Director Office of Housing & Human
Services
P.O. Box 7800
Tavares, Florida 32778

CC: County Attorney's Office
P.O. Box 7800
Tavares, Florida 32778

Recipient:

Ken Thomas, Director
Leesburg Teen Enrichment Center
City of Leesburg
1041 CR 468
Leesburg, Florida 34748

VI. GENERAL CONDITIONS

A. General Compliance

The Sub-Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning CDBG). The Sub-Recipient also agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this contract. The Sub-Recipient further agrees to utilize funds available under this contract to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-Recipient shall at all times remain an “independent contractor” with respect to the services to be performed under this contract. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life, medical insurance, and Worker’s Compensation Insurance as the Sub-Recipient is an independent contractor.

C. Hold Harmless

The Sub-Recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-Recipient’s performance or nonperformance of the services or subject matter called for in this contract.

D. Insurance and Bonding

The Sub-Recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and undue physical damage; at a minimum the Sub-Recipient shall carry the following:

1. Sub-Recipient shall purchase and maintain at all times during the term of this contract, without cost or expense to the Grantee, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the Grantee, insuring the Sub-Recipient against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and obligations of the Sub-Recipient under the terms and provisions of this contract. An original certificate of insurance, indicating that the Sub-Recipient has coverage in accordance with the requirements of this section, must be furnished by Sub-Recipient to the Grantee’s Project Manager and Procurement Services Director within five working days of such request and must be received and accepted by the Grantee prior to contract execution and before any work begins.

The parties agree that the policies of insurance and confirming certificates of insurance must insure Sub-Recipient in accordance with the following minimum limits:

- a) General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

- b) Property insurance with minimum limits to cover the amount of the grant/loan awarded. Lake County, a political subdivision of the State of Florida and the Board of County Commissioners shall be named as mortgagee for the property at which the grant/loan is awarded. All Other Perils and Wind/Hail deductibles shall be noted on the Certificate of Insurance.

2. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, must be named as an additional insured as their interests may appear on all applicable policies.
3. Sub-Recipient must provide 30 days prior written notice to Grantee of any change, cancellation, or nonrenewal of the required insurance.
4. Sub-Recipient must provide a copy to the Grantee of all policy endorsements, reflecting the required coverage, with Grantee listed as an additional insured along with all required provisions to include waiver of subrogation. A certificate of insurance will not be accepted in lieu of the policy endorsements.
5. Certificates of insurance must evidence a waiver of subrogation in favor of the Grantee, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the Grantee.
6. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS
P.O. BOX 7800
TAVARES, FL 32778-7800

7. All self-insured retentions must appear on the certificates and will be subject to approval by the Grantee. At the option of the Grantee, the insurer must reduce or eliminate such self-insured retentions, or Sub-Recipient will be required to procure a bond guaranteeing payment of losses and related claims expenses.
8. The Grantee will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of Sub-Recipient and subcontractor providing such insurance.
9. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Contract for default.
10. Neither approval by the Grantee of any insurance supplied by Sub-Recipient nor a failure to disapprove that insurance, will relieve Sub-Recipient of full responsibility of liability, damages, and accidents as set forth in this Contract.

E. Grantor Recognition

The Sub-Recipient shall ensure recognition of the role of the grantor entity in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Sub-Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

F. Amendments

The Grantee or Sub-Recipient may amend this contract any time provided that such amendments make specific reference to this Contract, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's governing body. Such amendments shall not invalidate this contract, nor relieve or release the Grantee or Sub-Recipient from its obligations under this contract.

The Grantee may, in its discretion, amend this contract to conform with Federal, State or Local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of service, or schedule of the activities to be undertaken as part of this contract, such modifications will be incorporated only by written amendment signed by both Grantee and Sub-Recipient.

G. Suspension or Termination

In accordance with 2 CFR Part 200 Subpart D, Section 200.339, suspension or termination may occur if the Sub-Recipient materially fails to comply with any term of the award and the award may be terminated for convenience.

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date of at least thirty (30) days.

Partial terminations of the Scope of Service may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other material prepared by the Sub-Recipient under this contract shall at the option of the Grantee, become the property of the Grantee, and the Sub-Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this contract, in whole or in part, if the Sub-Recipient materially fails to comply with any term of this contract, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Sub-Recipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe that Sub-Recipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to 15 percent of said contract funds until such time as the Sub-Recipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards: The Sub-Recipient agrees to comply with 2 CFR Part 200.302 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Internal Controls: The Sub-Recipient agrees to comply with 2 CFR Part 200.203 and maintain effective internal controls over the funds awarded herein.
3. Cost Principles: The Sub-Recipient shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost Principles." These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be maintained: The Sub-Recipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Contract. Such records include but are not be limited to:
 - a) Records providing a full description of each activity undertaken;
 - b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c) Records required to determine the eligibility of activities;
 - d) Records required to document the acquisition, improvement, use or disposition of property acquired or improved with CDBG assistance;

- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f) Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 200 Subpart D;
- g) Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention: The Sub-Recipient shall retain all records pertinent to expenditures incurred under this contract for a period of five years from the date of submission of the final expenditure report for activities funded hereunder. Records for non-expendable property acquired with funds under this contract shall be retained for five years after final disposition of such property. Records for any displaced person must be kept for five years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiation or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data: The Sub-Recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level, race, sex, age, head of household, family size, or other basis for determining eligibility, and description of services provided. Such information shall be made available to Grantee, Grantee's monitors or their designees for review upon request.

4. Disclosure: The Sub-Recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Sub-Recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving services and, in the case of a minor, that of a responsible parent/guardian. Notwithstanding the foregoing, the Sub-Recipient shall comply with the Florida public records' laws were applicable.

5. Property Records: The Sub-Recipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503 (b) (8), as applicable.

6. Close outs: The Sub-Recipient's obligation to the Grantee shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

7. Audit & Inspections: All Sub-Recipient records with respect to any matters covered by this contract shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often

as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-Recipient within 30 days after receipt by the Sub-Recipient. Failure of the Sub-Recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-Recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Sub-Recipient audits and, as applicable, 2 CFR Part 200 subpart F.

C. Reporting and Payment Procedures

1. Program Income: The Sub-Recipient shall report yearly income as defined in 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Sub-Recipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-Recipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

2. Indirect costs: If indirect costs are charged, the Sub-Recipient will develop an indirect cost allocation plan for determining the appropriate Sub-Recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee. The indirect cost allocation method shall comply with 2 CFR Part 200 Appendix IV – Indirect (F & A) Costs Identification and Assignment, and Rate Determination for Non-profit Organization or Appendix V to Part 200—State/Local Government-wide Central Service Cost Allocation Plans, as applicable.

3. Payment Procedure: The Grantee will pay to the Sub-Recipient funds available under this contract based upon information submitted by the Sub-Recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Sub-Recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Sub-Recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Sub-Recipient. Payments will be made in accordance with Part VII, Chapter 218, Florida Statutes, known as the Prompt Payment Act.

4. Progress Report: The Sub-Recipient shall submit Quarterly Progress Reports to the Grantee or as otherwise specified by the Grantee, on forms specified by the Grantee, if any.

D. Procurement

1. Compliance: The Sub-Recipient must establish written procurement procedures,

shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexplained program income, property, equipment, etc.) shall revert to the Grantee upon termination of this contract.

2. All procurement must comply with 2 CFR Part 200 Subpart D.
 - a) Sub-Recipients must avoid purchasing unnecessary items.
 - b) Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement for the federal government.
 - c) Solicitations for goods and services provide for all of the following:
 - i. A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
 - ii. Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.
 - iii. A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
 - iv. The specific features of “brand name or equal” descriptions that bidders are required to meet when such items are included in the solicitation.
 - v. The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.
 - vi. Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.
 - d) Positive efforts shall be made by Sub-Recipient to utilize small businesses, minority-owned companies and women’s business enterprises, whenever possible. Sub-Recipients of Federal awards must take the following steps to further this goal:
 - i. Ensure that small businesses, minority-owned companies and women’s business enterprises are used to the fullest extent practicable;
 - ii. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned companies and women’s business enterprises;
 - iii. Consider in the contract process whether firms competing

- for larger contracts intend to subcontract with small businesses, minority-owned companies and women's business enterprises;
 - iv. Encourage contracting with consortiums of small businesses, minority-owned companies and women's business enterprises when a contract is too large for one of these firms to handle individually; and
 - v. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the U.S. Department of Commerce Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned companies and women's business enterprises.
- e) The type of procuring instruments used (e.g. fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be determined by the Sub-Recipient but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of contracting shall not be used.
- f) Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and condition of the proposed procurement. Consideration shall be given to such matters as contractor integrity; compliance with public policy, including, where applicable, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u); record of past performance; financial and technical resources or accessibility to other necessary resources.
- g) A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared negligible under statutory or regulatory authority other than Executive Order 12549.
- h) Sub-Recipients shall, on request, make available for the Federal awarding agency and the Grantee, pre-award review and procurement documents, such as requests for proposals or invitation for bids, independent cost estimates, etc., when any of the following conditions apply:
 - i. A Sub-Recipient's procurement procedures or operation fails to comply with the procurement standards in HUD's implementation of 2 CFR Part 200 Subpart D.
 - ii. The procurement is expected to exceed \$10,000 or the small purchase threshold fixed at 41 U.S.C. 403 (11), whichever is greater, and is to be awarded without competition or only one bid or offer is received in response to a solicitation.
 - iii. The procurement, which is expected to exceed the small

- purchase threshold, specifies a “brand name” product.
 - iv. The proposed award over the small purchase threshold is to be awarded to other than the apparent low bidder under sealed bid procurement.
 - v. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the small purchase threshold.
 - i) Sub-Recipient shall comply with 2 CFR 200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
3. Travel: The Sub-Recipient shall obtain written approval from the Grantee for any travel outside the State of Florida with funds provided under this contract.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this contract must be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to, the following:

1. Sub-Recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this contract at the time of expiration, cancellation or termination.
2. Real property under the Sub-Recipient’s control that was acquired or improved, in whole or in part, with funds under this contract in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 for 15 years after the expiration of this contract. If the Sub-Recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub-Recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditure of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Sub-Recipient may retain real property acquired or improved under this contract after the expiration of the fifteen-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this contract is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this contract were used to acquire the equipment). Equipment not needed by the Sub-Recipient for activities under this contract shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

VIII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Sub-Recipient agrees to comply with (a) the Uniform Relocation Assistance and Real property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b), (b) the requirements of 24 CFR 570.606(c) governing the displacement, relocation, acquisition and replacement of housing and the Relocation Assistance Plan under section 104 (d) of the HCD Act; and (c) the requirements in 570.606(d) governing optional relocation policies.

The Sub-Recipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub-Recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

IX. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance: The Sub-Recipient agrees to comply with the laws of the State of Florida and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive order 11063 and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. Nondiscrimination: The Sub-Recipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, or marital/familial status with regard to public assistance. The Sub-Recipient will take affirmative actions to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Sub-Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions

of this nondiscrimination clause.

3. Land Covenants: This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Sub-Recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-Recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

4. Section 504: The Sub-Recipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 706), which prohibits discrimination against the handicapped in any Federal assisted program. The Grantee shall provide the Sub-Recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

5. Fair Housing: The Sub--Recipient agrees to comply with Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary of the Department of Housing and Urban Development requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act. The Sub-Recipient agrees to take all actions necessary to assure compliance with the Fair Housing Act, and affirmatively further fair housing. The Sub-Recipient also agrees to affirmatively further fair housing within its own jurisdiction and support Grantee's actions to comply with the Grantee's fair housing certification. This provision is required because noncompliance by a unit of general local government included in an urban county may constitute noncompliance by the Grantee (i.e., the county) that can, in turn, provide cause for funding sanctions or other remedial actions by the Department of Housing and Urban Development.

6. Benefits to Legal Resident Aliens: Under Section 214, the Secretary of Housing and Urban Development may not make financial assistance available to an alien unless the alien both is a resident of the United States and is:

- a) An alien lawfully admitted for permanent residence as an immigrant, excluding, among others, alien visitors, tourists, diplomats, and students who enter the United States temporarily with no intention of abandoning their residence in a foreign country;
- b) An alien who is deemed to be lawfully admitted for permanent residence under the registry provisions of the INA;
- c) An alien who has qualified as a refugee or asylee;

- d) An alien who is lawfully present in the United States as a result of an exercise of the Attorney General's parole authority;
- e) An alien within the United States as to whom the Attorney General has withheld deportation on the basis of prospective persecution; or
- f) An alien lawfully admitted for temporary or permanent residence under Section 245A of the Immigration and Nationality Act

Unauthorized aliens are not eligible for financial assistance under Section 214-covered programs.

B. Affirmative Action

1. Approved Plan: The Sub-Recipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Sub-Recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. WBE/MBE: The Sub-Recipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least 51% owned and controlled by a minority group or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-Recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records: The Sub-Recipient shall furnish and cause each of its own sub recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantee, HUD or its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications: The Sub-Recipient will send to each labor union or representative of workers with which it has collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Sub-Recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement: The Sub-Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-Recipient; state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions: The Sub-Recipient will include the provisions of

Paragraph X(A), Civil Rights, and X(B), Affirmative Action, in every subcontract or purchase order, specifically or by references, so that such provision will be binding upon each of its own sub recipients or subcontractors.

C. Employment Restriction

1. Prohibited Activity: The Sub-Recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

2. Labor Standards:

a) The Sub-Recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland “Anti-Kickback” Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Sub-Recipient shall maintain documents which shall be made available to the Grantee for review upon request.

b) The Sub-Recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contract and with the applicable requirements of the regulations of the Department of Labor, under 20 CFR Parts 1,3, 5, and 7 governing the payment of wages and ratio apprentices and trainees are imposed by state or local law, nothing hereunder is intended in full, in all such contracts subject to such regulations, provisions meeting the requirement of this paragraph.

c) The Sub-Recipient shall be prohibited from the use of debarred, suspended or ineligible contractors or subcontractors. The requirements set forth in 24 CFR part 5 applies to this program.

3. “Section 3” Clause:

a) Compliance: Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance under this contract and binding upon the Grantee, the Sub-Recipient and any of the Sub-Recipient’s sub recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Sub-Recipient and any of the Sub-Recipient’s sub recipients and subcontractors, their successors and assigns, to those sanctions specified by the Contract through which Federal assistance is provided. The Sub-Recipient certifies and agrees that no contractual

or other disability exists which would prevent compliance with these requirements.

The Sub-Recipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Contract:

“The work to be performed under this contract is for a project assisted under a program provided direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing And Urban Development Act of 1968, as amended. 12 U.S.C. Section 3 requires that to the greatest extent feasible opportunities for training and employment will be given to low and very low income residents of the project area and requires that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the community in which the project is located.”

The Sub-Recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards), housing construction, or other public construction projects are given to low and very low income persons residing within the area in which the CDBG funded project is located; where feasible, priority should be given to low and very low income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs; and Sub-Recipient should award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards) housing construction, or other public construction projects to business concerns that provide economic opportunities for low and very low income persons residing within the service area in which the CDBG funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low and very low income residents within the service area or the neighborhood in which the Project is located, and to low and very low income participants in other HUD programs.

The Sub-Recipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b) Notifications: The Sub-Recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining contract or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of this commitment under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment of training.

c) Subcontracts: The Sub-Recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract

upon finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub-Recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

d) Compliance with Grantee's Section 3 Plan (Public Facility projects over \$100,000): The Sub-Recipient agrees to comply with the provisions of the Section 3 Plan attached as **Exhibit E**.

D. Conduct

1. Assignability: The Sub-Recipient shall not assign or transfer any interest in this contract without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Sub-Recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts:

a) Approvals: The Sub-Recipient shall not enter into any subcontracts with any agency or individuals in the performance of this contract without the written consent of the Grantee prior to the execution of such contract.

b) Monitoring: The Sub-Recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c) Content: The Sub-Recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this contract.

d) Selection Process: The Sub-Recipient shall undertake to ensure that all subcontracts let in the performance of this Contract shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act: The Sub-Recipient agrees that no fund provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code.

4. Conflict of Interest: The Sub-Recipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no

financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. The Sub-Recipient further covenants that in the performance of the Contract no person having such a financial interest shall be employed or retained by the Sub-Recipient hereunder. These conflicts of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or sub recipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying: The Sub-Recipient hereby certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee or an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative contract.
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative contract, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instruction.
- c) It will require that the language of paragraph (d) of this certification be included in the award documents of all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative contracts) and that all sub recipients shall certify and disclose accordingly.
- d) Lobbying Certification: This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.
- e) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for

influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

6. **Rights to Inventions Made under Contract or Agreement:** If the Federal award meets the definition of “funding contract” under 37 CFR §401.2 (a) and the Sub-Recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding contract,” the Sub-Recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts,” and any implementing regulations issued by the awarding agency.

7. **Religious Organization:** The Sub-Recipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization is in accordance with the Federal regulations specified in 24 CFR 570.200(j).

E. Code of Conduct

The Sub-Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a

contract supported by Federal funds if a real or apparent conflict of interest is involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the company selected for an award.

The officers, employees, and agents of the Sub-Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts. However, Sub-Recipient may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Sub-Recipient.

X. ENVIRONMENTAL CONDITIONS

The Sub-Recipient shall carry out the Project in compliance with all Federal laws and regulations, except that the Sub-Recipient does not assume the Grantee’s environmental responsibilities described in 24 CFR 570.604, if any, and the Sub-Recipient does not

assume the Grantee's responsibility for initiating the review process under the provisions of 24 CFR.

A. Air and Water

The Sub-Recipient agrees to comply with the following requirements insofar as they apply to the performance of this contract:

1. Clean Air Act, 42 U.S.C., 7401, et seq.
2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et set, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as, other requirements specified in said Section 114 and Section 308, as all regulations and guidelines issued hereunder.
3. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50 as amended

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Sub-Recipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the national Flood Insurance Program is obtained and maintained a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead Based Paint

The Sub-Recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notifications shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be taken.

D. Historic Preservation

The Sub-Recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are 50 years old or older that are included on a Federal, State or local historic property list.

E. Architectural Barriers Act of 1968 and Americans with Disabilities Act

The Sub-Recipient agrees to comply with the requirements of the Architectural Barriers Act of 1968 and the Americans with Disabilities Act of 2008 in the design or alteration of any property improved with funds provided hereunder. These standards ensure accessibility to, and use by, physically handicapped people.

F. E.O. 12373 – Interagency Review

The Sub-Recipient agrees to comply with E.O. 12373 Interagency Review which applies to the CDBG Program only when funds will be used for the planning or construction (reconstruction or installation) of water or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not include water and sewer lines connecting a structure to the lines in the public right-of-way or easement.

XI. GENERAL PROVISIONS

A. Severability.

If any provision of this contract is held invalid, the remainder of the contract shall not be affected thereby and all other parts of this contract shall nevertheless be in full force and effect.

B. Public Records.

To the extent that Section 119.0701, Florida Statutes, applies to the Sub-Recipient, it shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records required by the Grantee to perform the Projects identified in this contract.
2. Upon request from the Grantee's custodian of public records, provide the Grantee with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this contract and following completion of this contract if the Sub-Recipient does not transfer the records to the Grantee.

4. Upon completion of this contract, transfer, at no cost, to the Grantee all public records in possession of the Sub-Recipient to keep and maintain public records required by the Grantee to perform the Project. If Sub-Recipient transfers all public records to the Grantee upon completion of this contract, Sub-Recipient shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If Sub-Recipient keeps and maintains public records upon completion of this contract, Sub-Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Grantee, upon request from the Grantee's custodian of public records, in a format that is compatible with the information technology systems of the Grantee.

IF SUB-RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUB-RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT LAKE COUNTY COMMUNITY SERVICES DEPARTMENT, 352-742-6501, P.O. BOX 7800, TAVARES, FL 32778-7800, OR VIA EMAIL AT PUBRICRECORDS@LAKECOUNTYFL.GOV.

5. Failure to comply with this subsection will be deemed a breach of this Contract and enforceable as set forth in Section 119.0701, Florida Statutes.

C. Termination.

1. Termination for Cause: This contract may be terminated by the Grantee due to Sub-Recipient's breach of a material term of this contract, but only after the Grantee has provided Sub-Recipient with 45 calendar days' written notice for Sub-Recipient to cure the breach and Sub-Recipient's failure to cure the breach within that 45 day time period. If the Grantee terminates this contract for cause, Sub-Recipient shall return all unused funding provided to Sub-Recipient under this contract by the Grantee.

2. Termination Due to Unavailability of Funding: When grant funds or other funds are not appropriated or otherwise made available to support this contract in whole or in part, this Contract may be terminated by the Grantee.

D. Force Majeure.

The parties will exercise every reasonable effort to meet their respective obligations under this Contract, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation

problems and any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

E. E-Verify.

Sub-Recipient shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by Sub-Recipient during the term of this contract.

Sub-Recipient shall include in all contracts with subcontractors performing work pursuant to any contract arising from this Contract an express requirement that the subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors during the term of the contract.

F. Venue.

This contract is made under, and in all respects will be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this contract will lie solely in Lake County, Florida. Sub-Recipient hereby waives its right to a jury trial for any action arising from this Contract.

G. Captions.

The captions utilized in this contract are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions of this contract.

H. Binding Effect.

This Contract will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns.

I. No Waiver.

The failure of any party at any time to enforce any of the provisions of this contract will in no way constitute or be construed as a waiver of such provision or of any other provision of this contract, nor in any way affect the validity of, or the right to enforce, each and every provision of this contract.

J. Restricted Covenants.

The Sub-Recipient will execute and record a Declaration of Covenants and Restrictions in public records restricting the use of the real property described in Exhibit A, as outlined in this agreement for a period of fifteen (15) years in a substantially similar form as set forth in **Exhibit F**.

XII. CONTRACT

This contract is intended by the parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this contract, notwithstanding any representations, statements, or agreements to the contrary previously made. The following Exhibits are attached:

- Exhibit A: Legal Description
- Exhibit B: Sub-Recipient Scope of Work
- Exhibit C: Project Milestone Chart
- Exhibit D: Budget
- Exhibit E: Section 3 Plan
- Exhibit F: Declaration of Covenants and Restrictions

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties through their authorized representatives have signed this agreement on the dates under each signature:

CITY OF LEESBURG

ATTEST:

J. Andi Purvis, City Clerk

John H. Christian, Mayor
This _____ day of _____, 2021.

Approved as to form and legality:

Fred Morrison, City Attorney

LAKE COUNTY BOARD OF COUNTY
COMMISSIONERS, LAKE COUNTY

ATTEST:

Sean M. Parks, Chairman

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

This _____ day of _____, 2021.

Approved as to form and legality:

Melanie Marsh, County Attorney

EXHIBIT A: LEGAL DESCRIPTION OF THE PROPERTY

BEG AT NW COR OF NE 1/4, RUN S 1336 FT TO S LINE OF NW 1/4 |
OF NE 1/4, CONT S 170.58 FT, E TO CENTERLINE OF RR R/W, |
NW'LY ALONG SAID CENTERLINE OF RR TO N LINE OF SW 1/4 OF NE |
1/4, N 27-14-20 E 1129 FT, N 0-19-40 E 330 FT, W 1338 FT TO |
POB--LESS THAT PART OF LAND LYING W'LY OF E'LY LINE OF RR |
R/W & LESS RD R/W-- |
ORB 3069 PG 2380

EXHIBIT B – SUB-RECIPIENT SCOPE OF WORK

The Leesburg Teen Enrichment Center will consist of a 10,000 square feet facility that will provide social and recreational programs in a safe and positive environment for all youth in the community. The Center will partner with the Boys and Girls Club to help facilitate the needs of the target population starting at the ages of 6 to 18. The intent is to enhance their personal and social skills, teach responsibility and leadership.

1. Only 67% of students attending Leesburg High School graduate from high school, compared to 82% Statewide. The local middle school located in the community, overall achievement is lower than the State average. Majority of the youth who will participate in the Center programs, will matriculate to Leesburg High School. The lack of student attendance at our local schools, financial instability, decent housing, and parental support all contribute to the growing problems affecting our youth.
2. The Center will focus on reducing student dropout rates, juvenile crime, teen pregnancy and reducing the poverty rate among our very low to low income households.
3. This will be achieved by increasing job skills for youth, and improving the high school graduation rate for the low-to-moderate income students. The youth will have access to training programs and services such as:

• After school programs	Recreation classes
• College Readiness	Youth Leadership Academy
• Life Skills Training	Tutoring
• Computer Classes	Teen Breakaway (summer)
• Supervised After Hour Teen Nights	Special Events
• Stay and Play	Family Self-Sufficiency
• Fashion Design	Music Production
• Photography	Gaming
• Boxing	Yoga
• Wrestling	Martial arts

Participants will learn communication skills, financial awareness, job interview techniques, meal planning, food shopping, goal setting, stress management, respect for others and table etiquette.

The activities will help promote self-esteem, inspire positive personal growth and increase youth and parental involvement within the community. *According to the NRPA, Synopsis of 2010 Research entitled "The Key Benefits," youth violence in communities occurs less frequently with strong youth serving organizations and a facility to provide youth activities.* In addition, students who participate in at least one hour of extracurricular activities per week are 49% less likely to use drugs, 37% less likely to become teen parents and it is more likely teens will develop positive social relationships.

EXHIBIT C: PROJECT MILESTONE CHART

Timeline Submitted March 5, 2020 City Commission

- a. Commission approves partnership, location and new facility concept and reports to CDBG – Jan 27, 2020 **COMPLETED**
- b. Commission approves Contractor and Architect Agreements – February 2020 **COMPLETED**
- c. B&G Club and City negotiate Partnership Agreement and New Facility Lease – March 2020 **COMPLETED**
- d. Design Phase: September 2020 **IN PROGRESS**
- e. Bid Phase: December 2020
- f. Construction Phase: January – December 2021
- g. Grand opening: January 1, 2022

EXHIBIT D – BUDGET

A	B		C
Budget Item	Calculation		CDBG Request
DETAIL SCOPE OF WORK AND COST ESTIMATE FOR EACH ITEM			
Site Requirements	Contractor Estimate	\$ 50,000	
Staffing	Contractor Estimate	\$152,000	
Sitework	Contractor Estimate	\$312,775	
Landscaping	Contractor Estimate	\$ 55,000	
Concrete	Contractor Estimate	\$132,000	
Masonry	Contractor Estimate	\$ 98,000	
Steel	Contractor Estimate	\$ 50,000	
Roof framing, Trusses & Deck	Contractor Estimate	\$150,000	
Doors, Frames & Hardware	Contractor Estimate	\$ 82,000	
Glass & Aluminum	Contractor Estimate	\$125,000	
Drywall & Stucco	Contractor Estimate	\$144,000	
Painting	Contractor Estimate	\$ 82,000	
Carpet & Tile Flooring	Contractor Estimate	\$ 84,000	
Bathroom Accessories	Contractor Estimate	\$ 12,225	
Fire Protection	Contractor Estimate	\$ 50,000	
Plumbing	Contractor Estimate	\$ 75,000	
HVAC	Contractor Estimate	\$242,000	
Electrical	Contractor Estimate	\$172,000	
Casework	Contractor Estimate	\$ 10,000	
Equipment	Contractor Estimate	\$175,000	
Furniture	Contractor Estimate	\$100,000	
Concession Equipment	Contractor Estimate	\$ 75,000	
BUDGET TOTAL		\$2,500,000	\$820,000

The total project cost is estimated at \$2,500,000. The funding sources are as follows: City of Leesburg \$1,180,000 and the Boys and Girls Club \$500,000.

EXHIBIT E: SECTION 3 PLAN

Section 3 Plan

Company Contact Information

Address _____
Phone _____
Email _____
Website _____

Company Section 3 Coordinator

Name of Authorized Representative

Project Name: _____

Project Location: _____

Bid Amount: \$ _____

EXHIBIT E: SECTION 3 PLAN

WHAT IS A SECTION 3 BUSINESS CONCERN?

A Section 3 Business Concern is a business concern, as defined in this section, meets one of the following:

1. Is fifty-one percent (51%) or more owned by Section 3 residents; or
2. Whose permanent, full-time employees include persons, at least thirty percent (30%) of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
3. That provides evidence of a commitment to subcontract in excess of twenty-five percent (25%) of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in items (1) or (2) above.

Note: A business concern seeking to qualify for Section 3 shall certify and submit evidence that the business meets one of the guidelines stated above. (Refer to Section 3 Business Concerns Certification)

WHO IS A SECTION 3 RESIDENT?

A Section 3 resident is:

1. A public housing resident residing in **Lake County**; or
2. An individual who lives with the **Lake County** and whose income falls within the guidelines for low- or very low income as defined by HUD and adjusted for family size.

EXHIBIT E: SECTION 3 PLAN

WHAT IF MY BUSINESS DOES NOT QUALIFY AS A SECTION 3 BUSINESS?

The contractor will, to the greatest extent feasible, offer contracting opportunities to Section 3 business concerns. However, in the event no Section 3 business bids on a contract, or bids but is not able to demonstrate to the satisfaction of the municipality that it has the ability to perform successfully under the terms and conditions of the proposed contract, then that contract will be awarded to a non-Section 3 business concern that can meet the terms and conditions of the proposed contract through the competitive bidding process.

That business concern must meet, as all businesses must (including Section 3 businesses), the general conditions of compliance (refer to Section 3 Clause [Contracts] and Section 3 Clause [Non-Construction Contracts]).

This will include:

1. Submitting a list of all positions necessary to complete contract, name of employees who will fill those positions, names of all other employees.
2. Posting notices of any vacant positions, including training and/or apprenticeship positions, qualifications for positions, place where applications will be received and starting date of employment.
3. To the greatest extent possible, making available vacant positions, including training and/or apprenticeship positions, to Section 3 residents (all categories) in order to priority.
4. As positions are vacated during completion of contract, following guidelines enumerated in numbers 2 and 3 above.
5. Submitting Compliance Reports as required.
6. If notified of non-compliance, correcting non-compliance within allowable time period.

EXHIBIT E: SECTION 3 PLAN

Items to Include in the Bid and Contract Documents

A. Bid Documents:

1. Section 3 Special Conditions in Instructions to Bidders section with "What is Section 3" handout
2. Work Force Needs table
3. Section 3 Opportunities Plan
4. Contractor's Sect 3 Action Plan For Business Utilization

EXHIBIT E: SECTION 3 PLAN

SECTION 3 SPECIAL CONDITIONS

The grantee has initiated efforts to enhance resident hiring in specific procurement areas. These initiatives are designed to set the requirements for resident hiring and developing and/or strengthening administrative procedures for facilitating contractors' hiring of Section 3 residents.

1. Procurement Documents

Each bidder/proposer must include a Section 3 Opportunities Plan which indicates its commitment to meet resident hiring requirements.

If a bidder/proposer fails to submit a Section 3 Opportunities Plan and the related data along with the bid/proposal, such bid/proposal will be declared as "non-responsive".

For invitations for Bids ("IFB") where awards are made to the lowest, responsive and responsible bidder, the bidder's commitment to satisfy resident hiring requirements will be a factor used in determining whether the bidder is "responsive".

For RFQ's, RFP's and IFB's, contractors shall be required to detail the cost of the bid or proposal by separately categorizing contract cost by labor (person hours and dollar amounts).

2. Resident Hiring Requirements

The grantee has established employment and training goals that contractors and subcontractors should meet in order to comply with Section 3 requirements. (Reference 24 CFR 135.30 — Numerical goal for meeting the greatest extent feasible requirement). The numerical goal is thirty percent (30%) of the aggregate number of new hires in any fiscal year.

3. Enforcement

To enforce the decision-making process pertaining to determining applicable percentages for resident hiring, enforcement strategies are set forth below.

During the post award or pre-bid conference, the objective shall be to impart critical Section 3 information to the contractor prior to commencement of the work/project. The following contract requirements shall be discussed in detail:

Davis-Bacon*
Minority and Women Owned Businesses Participation
Resident Hiring

*Non-construction contracts do not require Davis-Bacon wage rates.

Each representative will define specific functional requirements and require the contractor to certify its understanding of the terms and conditions of the contract as they pertain to Davis-Bacon, resident hiring and Minority and Women Owned Business participation.

4. Monitoring and Enforcement Responsibility

The function of monitoring and enforcing resident hiring will be carried out by the Section 3 Coordinator.

EXHIBIT E: SECTION 3 PLAN**WORK FORCE NEEDS TABLE
(EMPLOYEES)**

OCCUPATION/CATEGORY	APPROXIMATE NUMBER OF SKILLED EMPLOYEES REQUIRED	TOTAL NUMBER OF SKILLED EMPLOYEES PRESENTLY ON PAYROLL	TOTAL NUMBER OF SKILLED EMPLOYEES TO BE HIRED	TOTAL NUMBER OF LOWER INCOME RESIDENTS TO BE HIRED

The following are the occupational category classifications that should be inserted in the Table:

1. Professional
2. Technicians
3. Office/Clerical
4. Tradesman: (a) Carpenter, (b) Electrician, (c) Laborer, (d) Other

Employment Certification

- A. The Contractor certifies that the above table represents the approximate number of employee positions that are needed and which are not presently filled by regular and permanent employees, and which new employees will be required in the execution of the _____ contract and also represents the number of lower income residents that the Contractor proposes to make good faith effort to employ.
- B. The Contractor certifies that it will make a good faith effort to employ the number of lower income employees stated above by contacting such community based organizations and service agencies in addition to advertising through the newspapers and erecting signs on the project site contractor's employment posters.
- C. The Contractor, prior to subcontracting any portion of the work covered by this contract, will require a Work Force Needs Table to be prepared and certification similar to paragraph A, B, and C to be executed.

EXHIBIT E: SECTION 3 PLAN**WORK FORCE NEEDS TABLE
(TRAINEES)**

OCCUPATION/CATEGORY	APPROXIMATE NUMBER OF TRAINEES REQUIRED	TOTAL NUMBER OF TRAINEES PRESENTLY ON PAYROLL	TOTAL NUMBER OF TRAINEES TO BE HIRED	TOTAL NUMBER OF LOWER INCOME TRAINEES TO BE HIRED

The following are the occupational category classifications that should be inserted in the Table:

1. Professional
2. Technicians
3. Office/Clerical
4. Tradesman: (a) Carpenter, (b) Electrician, (c) Laborer, (d) Other

Trainee Certification

- A. The Contractor certifies that the above table represents that approximate number of trainee positions required in the execution of the _____ contract and also represents the number of lower income County residents that the Contractor proposes to utilize in filling trainee positions.
- B. The Contractor certifies that it will make a good faith effort to fulfill the number of lower income trainees' state above by utilizing such community based organizations.
- C. The Contractor certifies that trainees to be utilized on this project in no event are less than the number of trainees determined by the Secretary of Labor for each building construction occupation.

EXHIBIT E: SECTION 3 PLAN

- D. The Contractor, prior to subcontracting any portion of the work covered by this contract will require a Work Force Needs Table to be prepared and certifications similar to paragraph A, B, C and D to be executed.

Reporting

The Contractor will report the results of employee and trainee employment of lower income residents of the County at the conclusion of the contract. The Contractor reports will include not only his efforts, but the efforts of subcontractor, if any.

_____, the Contractor will, to the greatest extent feasible, abide by the requirements of Section 3 of the Housing and Urban Development Act of 1968, 12, U.S.C. 1701u, in carrying out its contract.

Project Name	

Contractor	Date

Signature	

Title	

EXHIBIT E: SECTION 3 PLAN

SECTION 3 OPPORTUNITIES PLAN

Business Opportunities and Employment Training of Public Housing Residents for Low and Very -Low Income Residents of the Municipality

Please review the information below, and provide your responses on separate paper. (A Section 3 Economic Opportunity Plan Instruction Sheet is attached to further assist you in developing your responses to the information requested below.)

1. Identify individual(s) responsible for planning, implementing and tracking the projects' Section 3 training and employment goals. Describe their prior experience in this area.
2. Describe efforts (contractor and subcontractor) to be taken to recruit, solicit, encourage, facilitate, and hire public housing and other low-income persons. Identify any private or public resources that will be used.
3. Describe contractor's activities to be taken for recruiting, soliciting, encouraging, facilitating and selecting Section 3 subcontractors, where applicable.
4. Describe plans to structure project activities in ways that create opportunities for Section 3 firms' participation, where applicable.

YOUR RESPONSES TO QUESTIONS 1-4, WILL CONSTITUTE YOUR PLAN; PLEASE ATTACH YOUR PLAN DOCUMENT AND ALSO INCLUDE THE FOLLOWING INFORMATION ON YOUR PLAN:

(1) COMPANY NAME

(2) YOUR NAME AND PHONE NUMBER

(3) BID NUMBER AND NAME.

See sample attached

EXHIBIT E: SECTION 3 PLAN

SAMPLE PLAN

PLEASE RE-TYPE YOUR OWN FIRM'S PLAN ON YOUR FIRM STATIONERY

FIRM NAME, ADDRESS, TELEPHONE AND FAX NUMBER

Question #1

Identify individuals responsible for planning, implementing, and tracking the project's Section 3 training and employment goals. Describe their prior experience in this area.

The individual responsible for planning, implementing and tracking the project's Section 3 training and employment goals is _____ (identify appropriate title of this individual), of name of firm _____ (hereafter referred to as "Contractor"). He (or she) will obtain all pertinent information to become thoroughly familiar and ensure contract compliance with the HUD Section 3 Regulation. Name of individual: _____ has worked on construction (or service, whichever is applicable) projects, and is qualified to administer contractor's Section 3 Economic Opportunity Plan (Plan.)

Question #2

Describe efforts (contractor and subcontractor) to be taken to recruit, solicit, encourage, facilitate and hire public housing and other low-income persons. Identify any private or public resources that will be used.

The employment goal is thirty percent (30%) of the aggregate number of new hires. Contractor will take the following steps to recruit, solicit, encourage, facilitate and hire public housing and other low-income persons, in the event any vacancies occur throughout the duration of the project:

1. Post job openings or contact FL On-Stop for assistance to meet the job needs for this project.
2. Outreach to public housing resident associations and others to alert them to the employment opportunities.
3. Develop a list of "pre-qualified" Section 3 public housing and other low-income residents who could fill job vacancies that may later become available.
4. Send notices about Section 3 training and employment obligations and opportunities required for this project to labor organizations.
5. Establish a training program to provide public residents and other low income residents with the opportunity to learn basic skills and job requirements.
6. Advertise in major and community newspapers and on job sites for workers who meet the definition of a Section 3 resident.

Contractor will establish files to record and retain written documentation of all training and employment outreach efforts and resources from agency representatives and job applicants.

EXHIBIT E: SECTION 3 PLAN

Question #3

(ONLY APPLICABLE TO FIRMS THAT SUBCONTRACT)

Describe the contractor's activities to be taken for recruiting, soliciting, encouraging, facilitating and selecting Section 3 subcontractors, where applicable.

Contractor will take all feasible measures to recruit, solicit, encourage, facilitate, and select qualified Section 3 business subcontracting firms to perform at least 10% of the project award amount (contract sum) for each project for which Contractor is the successful bidder.

Contractor will request the organizations, listed below, to provide lists of firms, organized by trade category, which can perform required project work (in addition to these organizations, Contractor may also contact other organizations that provide such listings):

1. Contractor's Resource Center
2. Small Business Administration
3. Minority Business Development Center

Contractor understands that, in addition to awarding work to qualified Section 3 businesses, it is our responsibility to:

1. Use the contractor's or firms solicitation letter to advertise to the "greatest extent feasible" to all firms on lists provided to us by the community and other organizations about the type of work needed to complete each project;
2. Advise firms of Contractor's obligation to seek and award work to qualified Section 3 businesses, where feasible;
3. Clarify the definition of a Section 3 resident and business;
4. Explain how to qualify as a Section 3 business in order to be eligible to receive a preference from Contractor when subcontractor work is to be awarded, and
5. Provide Section 3 certified firms that are qualified to perform work with an opportunity to submit price quotations for the project work, and where financially feasible, hire such firms as subcontractors.

❖ Documentation of Outreach to find Eligible Section 3 Subcontracting Firms

1. Contractor will establish files to record and retain written documentation of all outreach efforts and responses received from organizations and subcontractors who are contacted.

EXHIBIT E: SECTION 3 PLAN

2. Contractor will provide a report on each outreach effort and at the conclusion of the project on Section 3 individuals and firms employed.

Question #4:

Describe plans to structure project activities in ways that create opportunities for Section 3 firms' participation, where applicable.

Contractor will make every effort to structure project activities to increase opportunities for Section 3 businesses. This will be accomplished by sub-dividing the work into smaller amounts, or by using multiple firms to complete similar types of work.

Submitted by: _____ Submission Date: _____

President Name

EXHIBIT E: SECTION 3 PLAN

CONTRACTOR'S SECTION 3 ACTION PLAN FOR BUSINESS UTILIZATION

- A. The Contractor shall utilize, to the maximum extent feasible, eligible Section 3 Business Concerns located in the East Stroudsburg, Pennsylvania, in contracting for work to be performed in connection with the completion of the contract. Eligible Section 3 businesses are those which qualify as 'small' under the Small Business Administration size standards and which are socially and economically disadvantaged.
- B. The Contractor has established a goal of 30% (Minimum Goal) of the total contract amount which he expects to award to eligible Section 3 business Concerns. Table I, Business Utilization Table, sets forth the classification of subcontracts, the estimate of each subcontractor dollar amount, whether a Section 3 business is intended to be utilized and the dollar amount of proposed subcontracts to Section 3 businesses.
- C. To achieve the goal specified in paragraph "B", the Contractor shall:
1. Make full use of minority business listings made available by PA Labor and Industry.
 2. Take steps to insure that subcontracts which are typically let on a negotiated rather than a bid basis are also let on a bid basis, whenever feasible.
 3. Where competitive bids are solicited, include as part of the bid documents the Contractor's goals for Section 3 as it related to the work for which bids are being solicited, require each bidder to submit their Utilization Goals and Affirmative Action Plan for achieving Section 3 Business Utilization.
 4. Insert the Section 3 contract language required by 24 CFR 135.38 in all subcontracts; and require to be executed by the subcontractor a certification of compliance with Section 3, similar to the Contractor's Certification of Compliance, Form S3-4, and an Affirmative Action Plan for Business Utilization, Form S3-4.
- D. The Contractor will report the results of the affirmative efforts and undertakings per paragraph A, B, and C above, including the efforts of its subcontractors at the conclusion of the project.

Signature / Contractor

Date

Approved

Date

EXHIBIT E: SECTION 3 PLAN**BUSINESS UTILIZATION TABLE**

PROPOSED SUBCONTRACTS	SUBCONTRACT DOLLAR AMOUNT ESTIMATE	USE OF SECTION 3 BUSINESSES		PROPOSED SUBCONTRACTS TO SECTION 3 BUSINESSES DOLLAR AMOUNT
		YES	NO	
TOTALS:				

The following are the examples of services, which may be required by subcontractors and these classifications, should be inserted in the table if applicable:

- | | |
|---------------------------------|--|
| 1. Selling bricks | 8. Window-installation |
| 2. Selling lumber | 9. Air conditioning sales and/or installations |
| 3. Selling cement, sand, gravel | 10. Floor tile sales and/or installations |
| 4. Making steel cast | 11. Door sales and/or installations |
| 5. Selling electric supplies | 12. Landscaping |
| 6. Selling kitchen appliances | 13. Carpeting |
| 7. Selling bathroom fixtures | 14. Stationery and/or advertising |
| | 15. Other (Specify): |

This list should also include professional services, and all of the construction trades, i.e., plumbing, electrical, drywall, carpenters, etc., which are intended to be subcontracted.

EXHIBIT E: SECTION 3 PLAN

Section 3 Clause Shall be included in all Contracts.

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

EXHIBIT F: DECLARATION OF COVENANTS AND RESTRICTIONS

Prepared By and Return To:
Lake County – County Attorney's Office
PO Box 7800
Tavares, FL 32778

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS Declaration of Covenants and Restrictions (the "Declaration") is dated _____, 2021, and is made by the City of Leesburg, a municipal corporation organized under the laws of the State of Florida (the "Owner" or "Sub-Recipient"), whose address is 501 W. Meadow Street, Post Office Box 490630, Leesburg, Florida 34749, in favor of Lake County, a political subdivision of the State of Florida (the "County"), whose address is Post Office Box 7800, 315 W. Main Street, Tavares, Florida 32778.

RECITALS:

I. The Owner owns real property located at 1851 Griffin Road, Leesburg, Florida 34748, described in Exhibit A, attached hereto and made a part hereof (the "Property").

II. The County entered into a Community Development Block Grant Program Sub-Recipient Contract with Owner to assist in construction of the Leesburg Teen Enrichment Center located on the Property pursuant to that certain Sub-Recipient Contract between the County and the Owner (the "CDBG Partnership Agreement").

III. As a condition of the County's award of grant funds to the Owner, Owner has agreed to cause certain covenants and restrictions to be placed on the Property pursuant to the CDBG Partnership Agreement.

NOW, THEREFORE, Owner, in consideration of the premises and the sum of ten dollars and other good and valuable consideration, receipt and legal sufficiency of which is acknowledged by Owner, agrees as follows:

1. The foregoing recitals are true and correct and incorporated herein.
2. The following requirements required by the CDBG Partnership Agreement shall be covenants that shall touch and concern the Property and shall be deemed covenants running with the land:
 - a. The standards described in this section apply to real property within the Owner's control which was acquired or improved in whole or in part using CDBG funds in excess of \$25,000. These standards shall apply from the date CDBG funds are first spent for the property until fifteen (15) years after closeout of an entitlement Owner's participation in the entitlement CDBG program or, with respect to other Owners, until fifteen (15) years after the close out of the grant from which the assistance to the Property was provided.
 - b. The Owner may not change the use or planned use of any such Property (including the beneficiaries of such use) from that for which the funds were made unless the Owner provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change, and the new use of such Property qualifies as meeting one of the national objectives in §570.208 (formerly §570.901) and is not a building for the general conduct of government.

EXHIBIT F: DECLARATION OF CONVENANTS AND RESTRICTIONS

c. If the Owner determines, after consultation with affected citizens, that it is appropriate to change the use of the Property to a use which does not qualify under paragraph (a)(1) of this section, it may retain or dispose of the Property for the changed use if the Owner's CDBG program is reimbursed in the amount of the current fair market value of the Property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the Property.

d. If the change of use occurs after closeout, the provisions governing income from the disposition of the real property in §570.504(b)(4) or (5), as applicable, shall apply to the use of funds reimbursed.

e. Following the reimbursement of the CDBG program in accordance with paragraph (b) of this section, the Property no longer will be subject to any CDBG requirements.

3. This requirement shall remain in effect for the term stated herein irrespective of the sale, conveyance, or other transfer of the Property, and irrespective of the termination, satisfaction, release, or other discharge of any CDBG-related mortgage or the lien thereof upon the Property, and shall be binding upon the Owner, its successors, assigns and transferees, and all parties having any right, title or interest in the Property for a period not less than fifteen (15) years from the date of this executed agreement. Notwithstanding the foregoing, however, upon foreclosure by a lender or other transfer in lieu of foreclosure, the affordability period shall be terminated if such foreclosure or other transfer recognizes any contractual or legal rights of public agencies, non-profit sponsors, or others to take actions that would avoid the termination of low-income affordability; and further provided that the affordability restrictions shall be revived according to the terms hereof if, during the original affordability period, the Owner of record before the foreclosure or other transfer, or any entity that includes such former owner or those with whom such former owner has or had family or business ties, obtains an ownership interest in any of the Property.

IN WITNESS WHEREOF, the parties hereto duly execute this Agreement as of the day and year first written above.

OWNER:
CITY OF LEESBURG

ATTEST:

J. Andi Purvis, City Clerk

John H. Christian, Mayor

This _____ day of _____, 2021.

Approved as to form and legality:

Fred Morrison, City Attorney

EXHIBIT A

BEG AT NW COR OF NE 1/4, RUN S 1336 FT TO S LINE OF NW 1/4 |
OF NE 1/4, CONT S 170.58 FT, E TO CENTERLINE OF RR R/W, |
NW'LY ALONG SAID CENTERLINE OF RR TO N LINE OF SW 1/4 OF NE |
1/4, N 27-14-20 E 1129 FT, N 0-19-40 E 330 FT, W 1338 FT TO |
POB--LESS THAT PART OF LAND LYING W'LY OF E'LY LINE OF RR |
R/W & LESS RD R/W-- |
ORB 3069 PG 2380

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS Declaration of Covenants and Restrictions (the "Declaration") is dated _____, 2021, and is made by the City of Leesburg, a municipal corporation organized under the laws of the State of Florida (the "Owner" or "Sub-Recipient"), whose address is 501 W. Meadow Street, Post Office Box 490630, Leesburg, Florida 34749, in favor of Lake County, a political subdivision of the State of Florida (the "County"), whose address is Post Office Box 7800, 315 W. Main Street, Tavares, Florida 32778.

RECITALS:

I. The Owner owns real property located at 1851 Griffin Road, Leesburg, Florida 34748, described in **Exhibit A**, attached hereto and made a part hereof (the "Property").

II. The County entered into a Community Development Block Grant Program Sub-Recipient Contract with Owner to assist in construction of the Leesburg Teen Enrichment Center located on the Property pursuant to that certain Sub-Recipient Contract between the County and the Owner (the "CDBG Partnership Agreement").

III. As a condition of the County's award of grant funds to the Owner, Owner has agreed to cause certain covenants and restrictions to be placed on the Property pursuant to the CDBG Partnership Agreement.

NOW, THEREFORE, Owner, in consideration of the premises and the sum of ten dollars and other good and valuable consideration, receipt and legal sufficiency of which is acknowledged by Owner, agrees as follows:

1. The foregoing recitals are true and correct and incorporated herein.
2. The following requirements required by the CDBG Partnership Agreement shall be covenants that shall touch and concern the Property and shall be deemed covenants running with the land:
 - a. The standards described in this section apply to real property within the Owner's control which was acquired or improved in whole or in part using CDBG funds in excess of \$25,000. These standards shall apply from the date CDBG funds are first spent for the property until fifteen (15) years after closeout of an entitlement Owner's participation in the entitlement CDBG program or, with respect to other Owners, until fifteen (15) years after the close out of the grant from which the assistance to the Property was provided.
 - b. The Owner may not change the use or planned use of any such Property (including the beneficiaries of such use) from that for which the funds were made unless the Owner provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change, and the new use of such Property qualifies as meeting one of the national objectives in §570.208 (formerly §570.901) and is not a building for the general conduct of government.

c. If the Owner determines, after consultation with affected citizens, that it is appropriate to change the use of the Property to a use which does not qualify under paragraph (a)(1) of this section, it may retain or dispose of the Property for the changed use if the Owner's CDBG program is reimbursed in the amount of the current fair market value of the Property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the Property.

d. If the change of use occurs after closeout, the provisions governing income from the disposition of the real property in §570.504(b)(4) or (5), as applicable, shall apply to the use of funds reimbursed.

e. Following the reimbursement of the CDBG program in accordance with paragraph (b) of this section, the Property no longer will be subject to any CDBG requirements.

3. This requirement shall remain in effect for the term stated herein irrespective of the sale, conveyance, or other transfer of the Property, and irrespective of the termination, satisfaction, release, or other discharge of any CDBG-related mortgage or the lien thereof upon the Property, and shall be binding upon the Owner, its successors, assigns and transferees, and all parties having any right, title or interest in the Property for a period not less than fifteen (15) years from the date of this executed agreement. Notwithstanding the foregoing, however, upon foreclosure by a lender or other transfer in lieu of foreclosure, the affordability period shall be terminated if such foreclosure or other transfer recognizes any contractual or legal rights of public agencies, non-profit sponsors, or others to take actions that would avoid the termination of low-income affordability; and further provided that the affordability restrictions shall be revived according to the terms hereof if, during the original affordability period, the Owner of record before the foreclosure or other transfer, or any entity that includes such former owner or those with whom such former owner has or had family or business ties, obtains an ownership interest in any of the Property.

IN WITNESS WHEREOF, the parties hereto duly execute this Agreement as of the day and year first written above.

OWNER:
CITY OF LEESBURG

ATTEST:

J. Andi Purvis, City Clerk

John H. Christian, Mayor

This ____ day of _____, 2021.

Approved as to form and legality:

Fred Morrison, City Attorney

EXHIBIT A

BEG AT NW COR OF NE 1/4, RUN S 1336 FT TO S LINE OF NW 1/4 |
OF NE 1/4, CONT S 170.58 FT, E TO CENTERLINE OF RR R/W, |
NW'LY ALONG SAID CENTERLINE OF RR TO N LINE OF SW 1/4 OF NE |
1/4, N 27-14-20 E 1129 FT, N 0-19-40 E 330 FT, W 1338 FT TO |
POB--LESS THAT PART OF LAND LYING W'LY OF E'LY LINE OF RR |
R/W & LESS RD R/W-- |
ORB 3069 PG 2380

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: February 22, 2021

From: Dan Miller, (Planning and Zoning Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Liberty Preserve, a subdivision of the City of Leesburg, Florida, being a portion of Section 10, Township 19 South, Range 25 East, City of Leesburg, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Liberty Preserve Plat)

Staff Recommendation:

Staff recommends approval of the plat for the Liberty Preserve Subdivision.

Analysis:

The property is generally located on the west side of Radio Road, south of Poe Road, and west of County Road 44. The proposal is for approval of a plat with 224 single family lots. The infrastructure has been installed and model homes will be constructed, as allowed under the City of Leesburg Code requirements. The review process for zoning, site plan, and construction plans have been completed. Approval of this plat will complete the project review process and allow for continued construction of this new single-family subdivision.

Procurement Analysis:

N/A

Options:

1. Approve the request for a plat of the new Liberty Preserve Subdivision; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

A positive fiscal impact will result from platting and construction of this project, in the form of ad valorem taxes, impact fees and utility fees.

Submission Date and Time: 2/17/2021 1:16:39 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING AND APPROVING A PLAT FOR LIBERTY PRESERVE, A SUBDIVISION OF THE CITY OF LEESBURG, FLORIDA, BEING A PORTION OF SECTION 10, TOWNSHIP 19 SOUTH, RANGE 25 EAST, CITY OF LEESBURG, LAKE COUNTY, FLORIDA, AND ACCEPTING AND DEDICATING TO THE USE OF THE PUBLIC ANY EASEMENTS OR PUBLIC PLACES SHOWN THEREON AS BEING DEDICATED TO THE PUBLIC; AND PROVIDING AN EFFECTIVE DATE. (LIBERTY PRESERVE PLAT)

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

THAT the plat of the following described lands, which is named Liberty Preserve, is hereby approved and accepted by the City of Leesburg, Florida; being

that portion of Section 10, Township 19 South, Range 25 East, City of Leesburg, as legally described as follows: (See Exhibit A, Liberty Preserve Plat attached).

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 the 22nd day of February 2021.

Mayor

ATTEST:

City Clerk

LIBERTY PRESERVE
A REPLAT OF A PART OF BLOCK 6, SILVER LAKES, AS RECORDED IN PLAT BOOK
10, PAGES 66-69, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA
Section 10, Township 19 South, Range 25 East,
City of Leesburg, Lake County, Florida.

SHEET 1 OF 4

PLAT BOOK PAGE

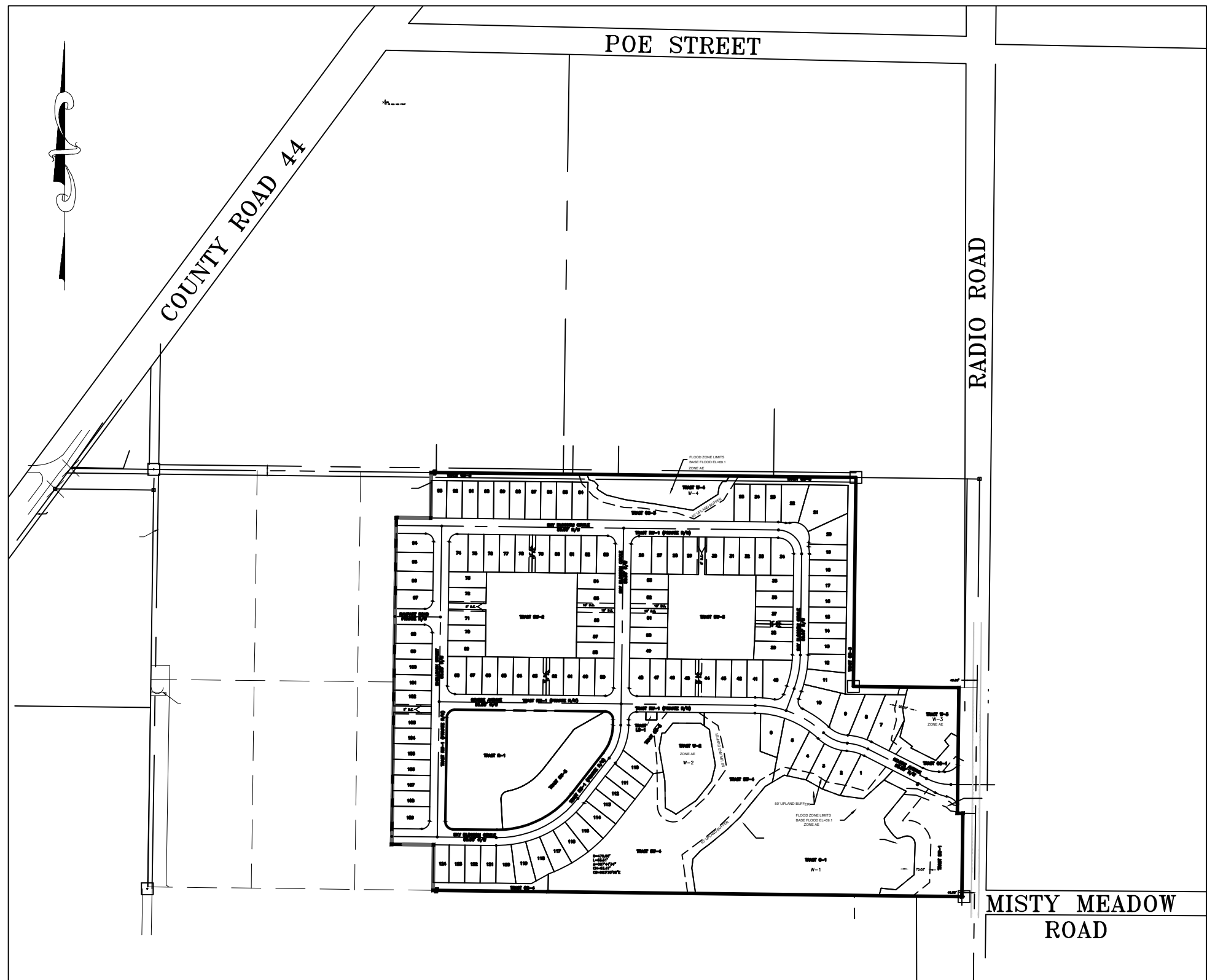
LEGAL DESCRIPTION:

PART OF BLOCK 6, SILVER LAKE ESTATES, ACCORDING TO THE REVISED AND CORRECTED PLAT OF THE RE-SUBDIVISION THEREOF, RECORDED IN PLAT BOOK 10, PAGES 66 THROUGH 69, INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND A PORTION OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 10; THENCE SOUTH 89°19'59" EAST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 10, A DISTANCE OF 884.18 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°19'59" EAST, 1354.34 FEET TO THE EAST LINE OF THE WEST 264.00 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 10; THENCE SOUTH 00°44'13" WEST ALONG THE EAST LINE, 665.74 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 10; THENCE SOUTH 89°18'43" EAST ALONG SAID NORTH LINE, 336.39 FEET TO THE WEST RIGHT OF WAY LINE OF RADIO ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 5423, PAGE 2162, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE SOUTH 00°42'47" WEST ALONG SAID WEST RIGHT OF WAY LINE, 400.33 FEET; THENCE SOUTH 89°17'13" EAST, 18.00 FEET TO THE WEST RIGHT OF WAY LINE OF RADIO ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 1029, PAGE 446, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE SOUTH 00°42'47" WEST ALONG SAID WEST RIGHT OF WAY LINE, 265.49 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 10; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE NORTH 89°18'57" WEST ALONG SAID SOUTH LINE, 1686.13 FEET, THENCE DEPARTING SAID SOUTH LINE NORTH 00°40'42" EAST, 145.09 FEET; THENCE NORTH 89°19'18" WEST, 133.62 FEET; THENCE NORTH 00°49'09" EAST, 1041.08 FEET; THENCE SOUTH 89°20'00" EAST, 109.57 FEET; THENCE NORTH 00°40'00" EAST, 145.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 49.205 ACRES, MORE OR LESS.

LOCATION MAP:
NOT TO SCALE



SURVEY NOTES:

- BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE SOUTH LINE OF THE N ¼ OF THE NE ¼ OF SECTION 10-19-25 AS BEING N 89°18'57" W.
- ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE UTILITY SERVICES. PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY, IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
- TRACT RW-1, BEING A 50.00 FOOT WIDE RIGHT-OF-WAY TRACT IS TO BE OWNED AND MAINTAINED BY THE LIBERTY PRESERVE HOMEOWNERS ASSOCIATION, INC. ("ASSOCIATION"). THERE IS A UTILITY EASEMENT OVER ITS ENTIRETY DEDICATED TO THE PROVIDERS OF PUBLIC UTILITIES FOR THE PURPOSES OF CONSTRUCTING, ACCESSING, REPLACING AND MAINTAINING THEIR RESPECTIVE FACILITIES, AND AN INGRESS/EGRESS EASEMENT OVER ITS ENTIRETY FOR THE BENEFIT OF PICK-UP AND DELIVERY SERVICES, POLICE SERVICES, FIRE PROTECTION SERVICES, AMBULANCE SERVICES, AND OTHER AUTHORITIES OF LAW, U.S. MAIL CARRIERS, AND REPRESENTATIVES OF UTILITIES.
- TRACTS OS-1, OS-2, OS-3 AND OS-4 (OPEN SPACE TRACTS) ARE COMMON AREA AND SHALL BE OWNED AND MAINTAINED BY THE ASSOCIATION.
- TRACT R-1 (RECREATION TRACT) IS COMMON AREA AND SHALL BE OWNED AND MAINTAINED BY THE ASSOCIATION.
- TRACTS SW-1, SW-2, SW-3, SW-4 AND SW-5 (STORMWATER TRACTS) ARE COMMON AREA AND SHALL BE OWNED AND MAINTAINED BY THE ASSOCIATION.
- TRACT C-1 (CONSERVATION TRACT) AND WETLAND BUFFER, IS COMMON AREA AND SHALL BE OWNED BY THE ASSOCIATION, SUBJECT TO THAT CONSERVATION EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 5470, PAGE 1616 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, WITH DEVELOPMENT RIGHTS DEDICATED TO ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT ("DISTRICT"). NO CLEARING, GRADING, CONSTRUCTION OR ALTERATION TO TRACT C-1 IS PERMITTED WITHOUT PRIOR APPROVAL OF THE DISTRICT, AND/OR ALL OTHER JURISDICTIONAL AGENCIES.
- TRACTS W-2, W-3 AND W-4 (WETLAND TRACTS) AND WETLAND BUFFERS, ARE COMMON AREA AND SHALL BE OWNED AND MAINTAINED BY THE ASSOCIATION. NO CLEARING, GRADING, CONSTRUCTION OR ALTERATION TO TRACTS W-2, W-3 AND W-4 IS PERMITTED WITHOUT PRIOR APPROVAL OF THE DISTRICT AND/OR AL OTHER JURISDICTIONAL AGENCIES.
- ALL LOT LINES INTERSECTING CURVES ARE RADIAL, UNLESS SHOWN AS NON-RADIAL (N.R.).
- ALL LOTS HAVE A 10.00 FOOT WIDE DRAINAGE AND UTILITY EASEMENT ALONG THE ROAD RIGHT-OF-WAY AND A 5.00 FOOT WIDE DRAINAGE AND UTILITY EASEMENT ALONG THE SIDE AND REAR LOT LINES.
- LOT CORNERS SHALL BE SET IN ACCORDANCE WITH CHAPTER 177.091 (9) FLORIDA STATUTES.
- THE STORMWATER MANAGEMENT SYSTEM AND THE ASSOCIATED DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE ASSOCIATION.
- STATE PLANE COORDINATES SHOWN HEREON ARE BASED ON NAD 83.
- STATE PLAIN COORDINATES SHOWN HEREON ARE FOR GIS PURPOSES ONLY AND SHOULD NOT BE USED TO RECREATE THE PLAT BOUNDARY.
- ALL STREET LIGHTS ARE TO BE OWNED AND MAINTAINED BY THE ASSOCIATION OR A SEPARATE PROVIDER PURSUANT TO AN AGREEMENT WITH THE ASSOCIATION.

LEGEND:

- CCR # Denotes Certified Corner Record number
⊙ Denotes set iron rod and cap CPC PRM LB 2936
■ Denotes set 4"x4" Concrete Monument LB 2936 (PRM)
□ Denotes found monumentation description as noted
⊙ Denotes set nail & disk LB # 2936 PCP, unless otherwise noted
NTL Denotes Non-tangent Line
PRM Denotes Permanent Reference Monument
LB Denotes Licensed Business
LS Denotes Lift Station
⊕ Denotes centerline
PB Denotes Plat Book
LLC Denotes limited liability company
FDOT Denotes Florida Department of Transportation
ORB Denotes Official Records Book
(P) Denotes Plat
CM Denotes Concrete Monument
N.R. Denotes non-radial
PCP Denotes permanent control point
N: Denotes State Plane Coordinate Northing
E: Denotes State Plane Coordinate Easting
FND Denotes Found
P.S.M. Denotes Professional Surveyor and Mapper
PGS Denotes Pages

- PC Denotes point of curvature
NAD 83 Denotes North American Datum of 1983
GIS Denotes Geographic Information System
PNTC Denotes point on a non tangent curve
PT Denotes point of tangency
PI Denotes point of intersection
PRC. Denotes point of reverse curvature
RP Denotes radius point
U.E. Denotes utility easement
D.E. Denotes drainage easement
C.R. Denotes County Road
R Denotes radius
Δ Denotes interior angle
L Denotes arc length
CH Denotes chord length
CB Denotes chord bearing
R/W Denotes right-of-way
OS Denotes Open Space
NAVD Denotes North American Vertical Datum
PCC Denotes Point of Compound Curve
WL Wetland

SHEET INDEX:

SHEET 1 OF 4 - LEGAL DESCRIPTION, DEDICATION, VICINITY MAP AND LEGEND
SHEET 2 OF 4 - OVERALL BOUNDARY GEOMETRY INFORMATION
SHEETS 3 & 4 - LOT GEOMETRY INFORMATION

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

CERTIFICATE OF APPROVAL BY MUNICIPALITY

This certifies that this Plat was presented to the City Commission of the City of Leesburg, Lake County, Florida, and approved by the said City Commission for record, and the dedication of the streets and public places accepted for municipal purposes of said City on the _____ day of _____, 20____; provided that this plat is recorded in the office of the Clerk of the Circuit Court of Lake County, Florida, within ninety (90) days unless an extension is granted from the date of approval by the said commission.

CITY OF LEESBURG, FLORIDA

By _____
Mayor-Commissioner

Attest:

City Clerk

STATEMENT OF REVIEWER

Pursuant to Section 177.081, Florida Statutes, I have reviewed this plat for conformity to Chapter 177, Florida Statutes, and find that said plat complies with the technical requirements of that Chapter provided however, that my review does not include field verification of any of the coordinates, points or measurements shown on this plat.

Signed: _____ Date: _____
Florida Professional Surveyor and Mapper
(employed by) (under contract to) City of Leesburg, Florida

Print name: _____ Registration No. _____

QUALIFICATION STATEMENT OF
SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered surveyor and mapper in the State of Florida, does hereby certify that on 07-17-20, a survey of the lands shown in the foregoing plat was completed; that said plat is a correct representation of the lands therein described and platted or subdivided; that permanent reference monuments have been placed as shown thereon as required by Lake County requirements and regulations, the survey was prepared under the undersigned responsible direction and supervision and that the survey data complies with all requirements of Chapter 177, F.S.; that permanent control points will be placed as required by CH. 177 F.S.; and that said land is located in Section 10, Township 19 South, Range 25 East, Lake County, Florida.

For the firm:

James W. Quartel, P.S.M.
Florida License No. 6032
For the firm: CPC, Inc. LB # 2936
604 Courtland Street, Suite 101
Orlando, FL 32804

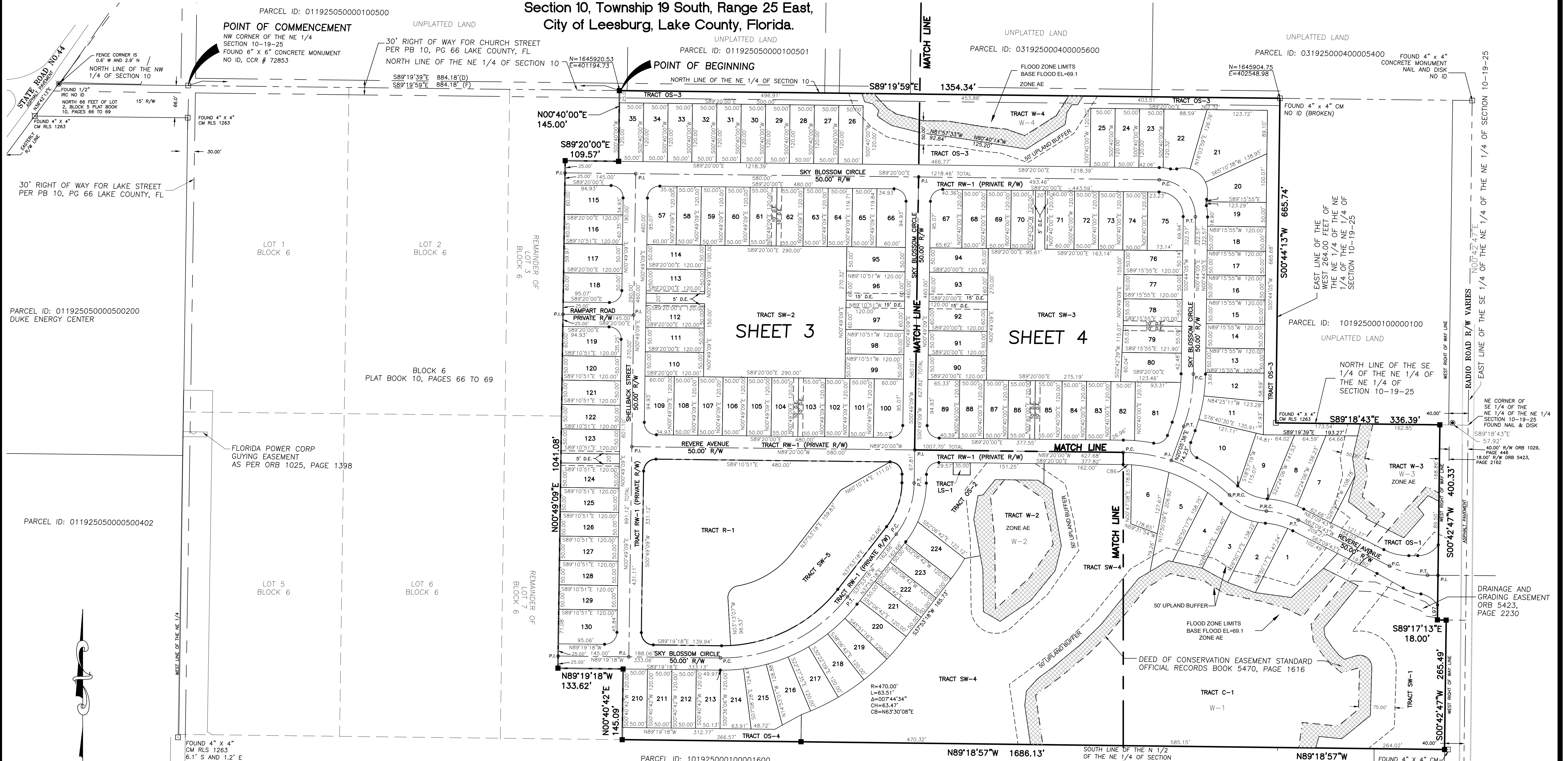
Date:

CPC
CARNAHAN PROCTOR & CROSS
604 COURTLAND STREET SUITE 101
PHONE : (407) 960-5980
ORLANDO, FLORIDA 32804
CERTIFICATE OF AUTHORIZATION # 2936

LAND DEVELOPMENT
SURVEYING
CONSTRUCTION ENGINEERING INSPECTION

LIBERTY PRESERVE
A REPLAT OF A PART OF BLOCK 6, SILVER LAKES, AS RECORDED IN PLAT BOOK
10, PAGES 66-69, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA
Section 10, Township 19 South, Range 25 East,
City of Leesburg, Lake County, Florida.

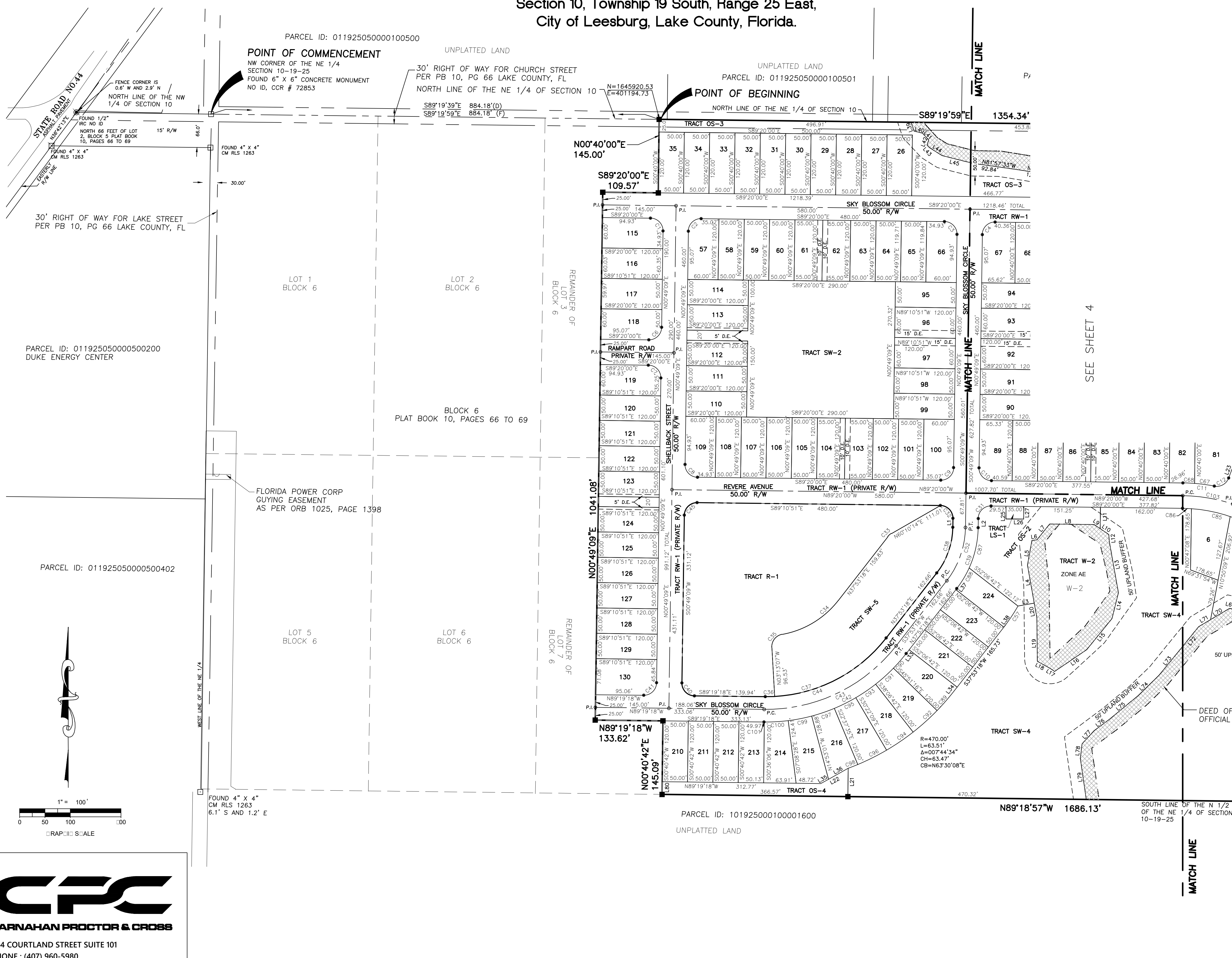
SHEET 2 OF 4 PLAT BOOK _____ PAGE _____



SHEET 3 OF 4 | PLAT BOOK _____ PAGE _____

Line Table			CURVE TABLE					
Line #	Length	Direction	CURVE	LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
122	28.88	N202° 05' 36"W	44	39.20	25.5	80°00'00"	S64°33'36"W	39.20
123	26.87	S200° 05' 36"E	55	78.60	50.0	90°00'00"	N44°37'36"E	70.75
124	16.37	N402° 40' 36"W	10	38.34	25.5	80°00'00"	S44°05'24"E	35.40
125	61.31	S81° 10' 12"E	11	62.51	35.0	101°00'00"	N81°33'00"E	62.43
126	23.44	N89° 30' 48"E	12	35.26	25.5	80°04'24"	S29°29'48"E	35.26
127	61.03	S200° 05' 36"E	13	127.00	50.0	90°00'00"	N44°37'36"E	127.00
128	62.50	S00° 42' 47"W	14	108.81	35.0	193°31'36"	N10°04'00"	108.81
129	10.47	N48° 48' 27"E	15	118.25	35.0	193°31'36"	N10°04'00"	117.69
130	10.49	N19° 27' 24"E	16	35.26	25.5	83°01'48"	S21°00'12"E	35.26
131	6.83	N42° 48' 27"E	17	102.32	35.0	184°00'00"	S00°23'24"E	101.56
132	29.50	S00° 45' 43"W	18	102.32	35.0	184°00'00"	S00°23'24"E	101.56
133	62.50	S70° 53' 36"E	19	122.00	50.0	90°00'00"	S68°18'24"E	99.12
134	56.58	N48° 48' 27"E	20	102.32	35.0	184°00'00"	S00°23'24"E	101.56
135	38.34	S00° 38' 36"E	21	58.76	15.0	222°40' 00"	N74°23'00"E	68.32
136	24.70	S00° 20' 36"E	22	78.30	20.0	222°40' 00"	N74°23'00"E	77.85
137	18.82	S34° 14' 07"W	23	50.99	14.0	260°00'00"	S00°00'00"E	50.99
138	11.98	S88° 08' 50"E	24	42.15	15.0	287°58'00"	S00°00'00"E	42.15
139	21.07	S32° 14' 07"W	25	42.15	15.0	287°58'00"	S00°00'00"E	42.15
140	23.45	N13° 13' 48"E	26	38.37	11.0	161°01'56"	S70°01'56"E	38.91
141	47.00	N80° 10' 12"E	27	117.60	35.0	90°00'00"	N44°17'36"E	106.13
142	75.06	S00° 53' 47"W	28	146.80	50.0	122°14'36"	N41°19'36"E	87.57
143	87.72	S00° 53' 47"W	29	146.80	50.0	122°14'36"	N41°19'36"E	87.57
144	25.23	N72° 21' 19"E	30	12.84	25.5	289°33'36"	N89°15'36"E	12.70
145	19.98	S44° 18' 36"E	31	23.22	10.0	131°14' 00"	N82°40'36"E	23.16
146	19.98	S44° 18' 36"E	32	7.95	10.0	44°33'21"	N82°40'36"E	7.95
147	28.52	S34° 18' 36"E	33	11.97	10.0	44°33'21"	N82°40'36"E	11.97
148	17.96	S00° 21' 05"E	34	20.00	27.0	310°20'56"	N82°40'36"E	21.16
149	111.06	S30° 21' 05"E	35	481.28	50.0	40°00'36"	N44°22'48"E	44.56
150	79.58	N62° 30' 48"E	36	36.32	5.0	41°00'04"	N44°22'48"E	35.53
151	49.13	N42° 30' 48"E	37	4.81	25.0	110°00'04"	S11°00'00"E	4.81
152	89.17	N49° 47' 30"E	38	103.3	25.0	103°00'00"	S03°00'00"E	103.3
153	74.38	S82° 18' 54"E	39	103.3	25.0	103°00'00"	S03°00'00"E	103.3
154	60.47	S89° 46' 36"E	40	83.86	30.0	161°00'00"	N12°00'00"E	83.89
155	60.47	S89° 46' 36"E	41	83.86	30.0	161°00'00"	N12°00'00"E	83.89
156	61.96	S77° 30' 36"E	42	38.74	35.0	167°33'48"	N4°00'00"E	33.44
157	8.89	S77° 30' 36"E	43	23.05	35.0	167°33'48"	N4°00'00"E	23.05
158	43.70	N59° 25' 33"E	44	44.63	35.0	07°02'24"	N43°21'36"E	44.63
159	27.26	S59° 25' 33"E	45	23.88	35.0	03°04'36"	N43°21'36"E	23.88
160	65.07	S07° 07' 29"E	46	102.32				

Line Table			CURVE TABLE					
Line #	Length	Direction	CURVE	WIDTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
L1	17.68	N07° 48' 00" E	C1	38.34	25.00	90.000000	N44°15'25" E	35.40
L2	19.75	N07° 48' 00" E	C2	38.34	25.00	89.959151	S44°15'25" E	35.40
L3	32.44	N75° 52' 00" E	C3	38.34	25.00	90.000000	N44°15'25" E	35.40
L4	76.02	S10° 00' 46" E	C4	38.34	25.00	89.959151	N44°15'25" E	35.40
L5	49.59	S10° 00' 38" E	C5	38.34	25.00	90.000000	N44°15'25" E	35.40
L6	10.00	S84° 18' 27" W	C6	38.34	25.00	90.000000	S44°15'25" E	35.40
L7	40.34	N75° 47' 33" E	C7	38.34	25.00	89.959151	N44°15'25" E	35.40
L8	8.71	N87° 18' 00" E	C8	38.34	25.00	90.000000	S44°15'25" E	35.40
L9	14.49	N85° 02' 50" W	C9	38.34	25.00	90.000000	N44°15'25" E	35.40
L10	18.37	N55° 52' 00" E	C10	38.34	25.00	89.959151	N44°15'25" E	35.40
L11	41.99	N00° 00' 00" E	C11	38.34	25.00	90.000000	N44°15'25" E	35.40
L12	13.70	N40° 22' 00" E	C12	136.60	180.00	415.7817	N33°16'43" E	128.69
L13	102.33	S11° 03' 29" E	C13	36.21	25.00	82.9745	S31°16'43" E	33.19
L14	52.47	N13° 04' 00" E	C14	38.64	30.00	93.02262	N88°32'19" E	36.46
L15	78.02	N39° 59' 12" E	C15	254.00	30.00	485.3530	N41°02'51" E	248.31
L16	75.58	N55° 01' 37" E	C16	254.00	30.00	485.3530	N41°02'51" E	248.31
L17	8.99	S55° 39' 10" E	C17	129.39	30.00	379.0498	N19°12'41" E	125.10
L18	30.45	S30° 45' 32" E	C18	38.34	25.00	89.959151	S44°15'25" E	35.40
L19	86.12	S10° 30' 30" E	C19	38.34	25.00	89.959151	N44°15'25" E	35.40
L20	29.12	S10° 00' 46" E	C20	38.34	25.00	89.959151	N44°15'25" E	35.40
L21	50.72	S00° 44' 52" W	C21	274.41	30.00	522.2487	N88°32'19" E	264.84
L22	44.50	S00° 44' 52" W	C22	38.34	25.00	89.959151	S44°15'25" E	35.40
L23	35.00	S00° 44' 52" W	C23	113.22	17.00	180.0000	S19°12'41" E	111.26
L24	25.00	N00° 00' 00" E	C24	44.03	30.00	67.98287	S23°32'48" E	40.48
L25	33.99	S37° 53' 18" E	C25	11.45	30.00	0.76454	N40°10'15" E	11.26
L26	33.99	S37° 53' 18" E	C26	80.02	30.00	232.954	N12°34'04" E	81.26
L27	33.99	S37° 53' 18" E	C27	38.34	25.00	89.959151	N44°15'25" E	35.40
L28	44.50	N87° 08' 54" E	C28	59.31	30.00	106.1528	N40°10'15" E	51.30
L29	3.07	S37° 53' 18" E	C29	38.34	25.00	89.959151	N44°15'25" E	35.40
L30	6.14	N37° 53' 18" E	C30	80.02	30.00	0.76454	N40°10'15" E	81.26
L31	18.54	N19° 08' 15" E	C31	38.34	25.00	89.959151	N44°15'25" E	35.40
L32	16.86	N19° 08' 15" E	C32	80.02	30.00	0.76454	N40°10'15" E	81.26
L33	18.43	N46° 48' 27" W	C33	63.51	30.00	0.76454	N50°45'34" E	63.47
L34	10.49	N19° 27' 24" E	C34	38.34	25.00	89.959151	N44°15'25" E	35.40
L35	6.86	N46° 48' 27" W	C35	63.51				



CARNAHAN PROCTOR & CROSS

604 COURTLAND STREET SUITE 101
PHONE : (407) 960-5980
ORLANDO, FLORIDA 32804
CERTIFICATE OF AUTHORIZATION # 2936

LAND DEVELOPMENT
SURVEYING
CONSTRUCTION ENGINEERING INSPECTION

SHEET INDEX:

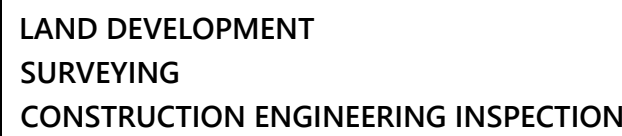
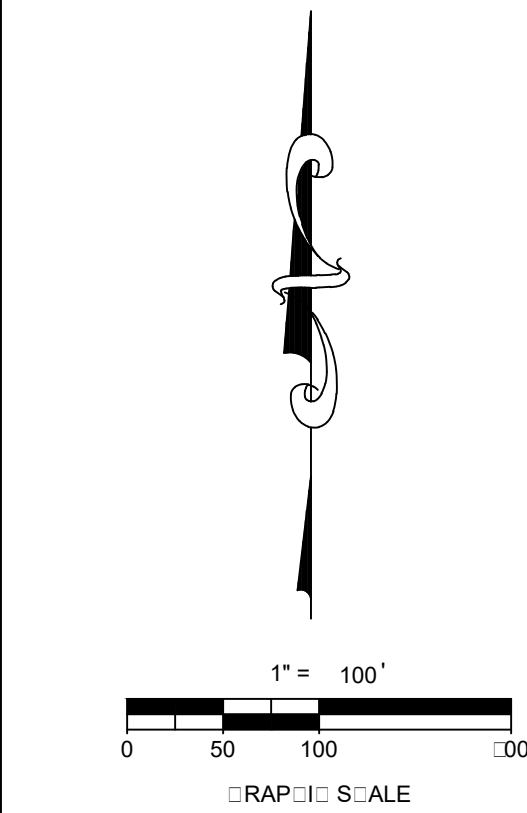
SHEETS 1 OF 4 - LEGAL DESCRIPTION, VICINITY MAP, DEDICATION,
SURVEYOR'S NOTES AND LEGEND

SHEET 2 OF 4 - OVERALL BOUNDARY GEOMETRY INFORMATION

SHEETS 3 & 4 – LOTS GEOMETRY INFORMATION

SHEET 4 OF 4 PLAT BOOK _____ PAGE _____

CURVE TABLE					
CURVE	LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C4	39.20'	25.00'	89°50'51"	S45°44'35"W	35.31'
C5	78.60'	50.00'	90°04'05"	N44°17'57"W	70.75'
C10	39.34'	25.00'	90°09'09"	S44°15'25"E	35.40'
C11	62.51'	350.00'	10°14'00"	N84°13'00"W	62.43'
C12	35.26'	25.00'	80°48'24"	N60°29'48"E	32.41'
C13	101.36'	300.00'	19°21'31"	N10°24'50"E	100.88'
C14	109.81'	325.00'	19°21'31"	N10°24'50"E	109.29'
C15	118.25'	350.00'	19°21'31"	N10°24'50"E	117.69'
C16	36.59'	25.00'	83°51'48"	S21°50'18"E	33.41'
C17	102.32'	350.00'	16°45'00"	N55°23'42"W	101.96'
C18	67.35'	100.00'	38°35'11"	S66°18'47"E	66.08'
C20	221.55'	300.00'	42°18'48"	N68°10'36"W	216.55'
C21	101.02'	150.00'	38°35'11"	S66°18'47"E	99.12'
C23	58.76'	150.00'	22°26'40"	N74°23'03"W	58.38'
C24	78.35'	200.00'	22°26'40"	N74°23'03"W	77.85'
C27	52.99'	114.50'	26°30'51"	S76°25'08"E	52.51'
C28	49.53'	50.00'	56°45'27"	N61°56'43"E	47.53'
C29	42.15'	50.00'	48°17'56"	N56°18'10"W	40.91'
C30	38.37'	114.50'	19°11'58"	S70°51'09"E	38.19'
C46	117.90'	75.00'	90°04'05"	N44°17'57"W	106.13'
C47	106.68'	50.00'	122°14'38"	N44°19'38"W	87.57'
C48	23.33'	100.00'	13°12'42"	N85°06'56"E	23.28'
C49	12.84'	25.00'	29°25'39"	S02°04'52"W	12.70'
C50	12.84'	25.00'	29°25'39"	N89°15'53"E	12.70'
C51	23.23'	100.00'	13°18'42"	N82°40'39"W	23.18'
C58	7.95'	100.00'	04°33'21"	N87°03'19"W	7.95'
C59	15.28'	100.00'	08°45'21"	N80°23'58"W	15.27'
C60	27.50'	50.00'	31°30'56"	N89°41'29"W	27.16'
C61	42.86'	50.00'	49°06'38"	N49°22'42"W	41.56'
C62	36.32'	50.00'	41°37'04"	N04°00'50"W	35.53'
C63	4.81'	25.00'	11°01'04"	S11°17'09"W	4.80'
C64	8.03'	25.00'	18°24'35"	S03°25'40"E	8.00'
C65	17.50'	300.00'	03°20'32"	N00°24'21"E	17.50'
C66	83.86'	300.00'	16°00'59"	N12°05'06"E	83.59'
C67	39.46'	350.00'	06°27'34"	N82°19'47"W	39.44'
C68	23.05'	350.00'	03°46'26"	N87°26'47"W	23.05'
C69	44.63'	350.00'	07°18'24"	N04°23'17"E	44.60'
C70	49.74'	350.00'	08°08'31"	N12°06'45"E	49.69'
C71	23.88'	350.00'	03°54'35"	N18°08'18"E	23.88'
C72	102.32'	350.00'	16°45'00"	N55°23'42"W	101.96'
C73	0.77'	100.00'	00°26'32"	S47°14'28"E	0.77'
C74	66.57'	100.00'	38°08'39"	S66°32'03"E	65.35'
C75	1.92'	200.00'	00°33'02"	N85°19'52"W	1.92'
C76	60.94'	200.00'	17°22'27"	N76°19'57"W	60.70'
C77	15.49'	200.00'	04°26'11"	N65°22'48"W	15.48'
C78	11.51'	150.00'	04°23'41"	N65°21'33"W	11.50'
C79	47.25'	150.00'	18°02'59"	N76°34'53"W	47.06'
C80	15.10'	150.00'	05°46'09"	S82°43'18"E	15.10'
C81	60.65'	150.00'	23°01'00"	S68°15'14"E	60.24'
C82	25.27'	150.00'	09°39'02"	S51°50'43"E	25.24'
C83	36.16'	300.00'	06°54'22"	N50°28'23"W	36.14'
C84	89.53'	300.00'	17°05'55"	N62°28'31"W	89.20'
C85	78.42'	300.00'	14°58'38"	N78°30'47"W	78.20'
C86	17.44'	300.00'	03°19'54"	N87°40'03"W	17.44'
C102	47.32'	25.00'	108°27'27"	N52°24'57"W	40.57'
C103	100.28'	324.99'	17°40'44"	N80°29'38"W	99.88'
C104	139.73'	325.00'	24°38'04"	N59°20'14"W	138.66'
C105	240.01'	325.00'	42°18'48"	N68°10'36"W	234.60'
C106	84.18'	125.00'	38°35'11"	N66°18'47"W	82.60'
C107	68.55'	175.00'	22°26'40"	N10°24'50"W	68.12'
C108	80.98'	175.00'	26°30'51"	N76°25'08"W	80.26'



SHEET INDEX:

SHEETS 1 OF 4 – LEGAL DESCRIPTION, VICINITY MAP, DEDICATION,
SURVEYOR'S NOTES AND LEGEND

SHEET 2 OF 4 – OVERALL BOUNDARY GEOMETRY INFORMATION

SHEETS 3 & 4 – LOTS GEOMETRY INFORMATION

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.7.

Meeting Date: February 22, 2021

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the City Manager to disperse an additional \$169,687 of Cares Act funding; and providing an effective date.

Staff Recommendation:

Approve resolution using Lake County CARES ACT funding to Leesburg CARES ACT Grant Category 3 funding.

Analysis:

The City requested \$75,500 in PPE CARES ACT Grant funding. On Monday, February 15, the City received a check and a notice award for additional funding in the amount of \$169,687 (this is not a mistake, we were awarded more than requested). Since the operational expenses have already been absorbed by the General Fund, the purpose of this action is to reallocate the funding to help local businesses. Based on the size of the grant, formal Commission action is required. These funds should help 20-25 local businesses who have previously applied for funding.

Procurement Analysis:

Options:

1. Approve resolution as presented; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Submission Date and Time:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING THE CITY MANAGER TO DISPERSE AN
ADDITIONAL \$169,687 OF CARES ACT FUNDING; AND PROVIDING AN
EFFECTIVE DATE.**

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

THAT the Mayor and City Commission hereby authorize the City Manager to allocate and pay an additional \$169,687 in Leesburg CARES ACT Grant Program to those who have previously applied for Category 3 funding.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 22nd day of February 2021.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: February 22, 2021

From: Al Minner, (City Manager)

Subject: An Ordinance of the City of Leesburg, Florida, implementing the will of the Electors of Leesburg as expressed in a Referendum approving the Amendment of Article I, Sections 8 and 9 of the City Charter, to Create Five (5) Single Member Districts for City Commissioners; establishing new District boundaries based on updated Census information to as to create Districts which are reasonably compact and roughly equivalent in population; establishing a staggered schedule for the Election of Commissioners from the various New Districts; providing a savings clause; repealing conflicting Ordinances; and providing an effective date.

Staff Recommendation:

Set public hearing for March 8, 2021 Regular Meeting.

Analysis:

Pursuant to discussion at the Monday, February 8, 2021 Regular Meeting, the attached ordinance adopts the modified 5 district single member seats as reviewed by the City Commission.

Procurement Analysis:

Options:

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

Fiscal Impact:

Submission Date and Time:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, IMPLEMENTING THE WILL OF THE ELECTORS OF LEESBURG AS EXPRESSED IN A REFERENDUM APPROVING THE AMENDMENT OF ARTICLE I, SECTIONS 8 AND 9 OF THE CITY CHARTER, TO CREATE FIVE SINGLE MEMBER DISTRICTS FOR CITY COMMISSIONERS; ESTABLISHING NEW DISTRICT BOUNDARIES BASED ON UPDATED CENSUS INFORMATION TO AS TO CREATE DISTRICTS WHICH ARE REASONABLY COMPACT AND ROUGHLY EQUIVALENT IN POPULATION; ESTABLISHING A STAGGERED SCHEDULE FOR THE ELECTION OF COMMISSIONERS FROM THE VARIOUS NEW DISTRICTS; PROVIDING A SAVINGS CLAUSE; REPEALING CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the electors of the City of Leesburg, Florida, having been presented at the November, 2020 election with the question of whether to amend Article I, Sections 8 and 9 of the Charter of the City of Leesburg, to replace the previous system of three single member district City Commission seats, and two at large City Commission seats, with five single member district City Commission seats, and no Commissioners being elected by the City at large, approved the amendment of the Charter for those expressed purposes; and

WHEREAS, it has been ten years since the City of Leesburg redefined the boundaries of its City Commission districts, during which time due to growth and population shifts the existing districts have become less equal in population; and

WHEREAS, more up to date census information is now available which will facilitate the creation of new district boundaries, resulting in more equal population distribution among the various districts; and

WHEREAS, creating new district boundaries which result in the new districts being more reasonably compact, and equal in population, complies with applicable statutory and case law governing the apportionment of electors among districts; and

WHEREAS, it is in the best interests of the public health, safety and welfare to create new districts for the newly approved single member City Commission seats, which are reasonably compact and roughly equal in population;

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

SECTION I.

Article I, Section 8 of the City Charter of the City of Leesburg, Florida, is hereby amended pursuant to the referendum approved by the electors of the City of Leesburg, authorizing creation of single member City Commission districts, to read as set forth below:

Sec. 8. - City Commission; Composition; Terms and Term Limits.

There is hereby created a City Commission to consist of five electors of the City of Leesburg, who shall hold office for terms of four years. There shall be five City Commission districts, and each Commissioner shall reside within his or her respective District. Terms shall be staggered such that the seats for Districts 1, 2, and 4 shall be filled by election in 2022, and then every four years thereafter; seats for Districts 3 and 5 shall be filled by election in 2024 and then every four years thereafter. Commissioners shall assume their respective seats as representatives of single member districts at the organizational meeting in 2023, with the newly elected Commissioners from the 2022 election representing Districts 1, 2, and 4, and the sitting Commissioners residing in Districts 3 and 5 to continue representing those districts until the 2024 election. No Commissioner shall serve for more than two consecutive four year terms which commence after the effective date of this Charter.

SECTION II.

Article I, Section 9 of the City Charter of the City of Leesburg, Florida, is hereby amended pursuant to the referendum approved by the electors of the City of Leesburg, authorizing creation of single member City Commission districts, to read as set forth below:

Sec. 9. - Qualifications of City Commissioners.

Candidates for the City Commission must have been residents of the City of Leesburg for a minimum of six months prior to qualifying for election to the City Commission, and must have resided in the districts from which they would be elected for at least six months prior to qualifying for election. No person may serve as a member of the City Commission who is currently employed by the City or who has been employed by the City within the six months immediately preceding the date of qualifying for election. No person may serve as a member of the City Commission who has been adjudicated guilty of a felony offense unless the individual has had his civil rights restored. No member of the City Commission shall benefit, financially or otherwise, from any contract, work or service performed for the City as to which such Commissioner has cast any vote. Any member of the City Commission ceasing to possess the qualifications for office herein required shall forfeit the office immediately.

SECTION III.

The boundaries of the five City Commission districts, to be implemented beginning with the election of 2022, shall be as depicted on Exhibit "A" attached to this Ordinance. Those boundaries shall continue in effect until modified by further Ordinance adopted by the City Commission. The City Commission finds that the new districts, as depicted on Exhibit "A," are roughly equal in population, follow defined Census blocks and significant natural and man-made boundaries such as water bodies and roadways, are as compact as possible given population requirements and significant boundaries, preserve communities of interest, do not dilute minority or Black voting strength, and do not create meandering or bizarre boundaries.

SECTION IV.

All ordinances or part of ordinances which are in conflict with this Ordinance are hereby repealed, to the extent necessary to alleviate the conflict, but shall continue in effect insofar as they are not in conflict herewith, unless repeal of the conflicting portion destroys the overall intent and effect of any of the conflicting ordinance, in which case those ordinances so affected shall be hereby repealed in their entirety.

SECTION V.

If any portion of this Ordinance is declared invalid or unenforceable, and to the extent that it is possible to do so without destroying the overall intent and effect of this Ordinance, the portion deemed invalid or unenforceable shall be severed herefrom and the remainder of the ordinance shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

SECTION VI.

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

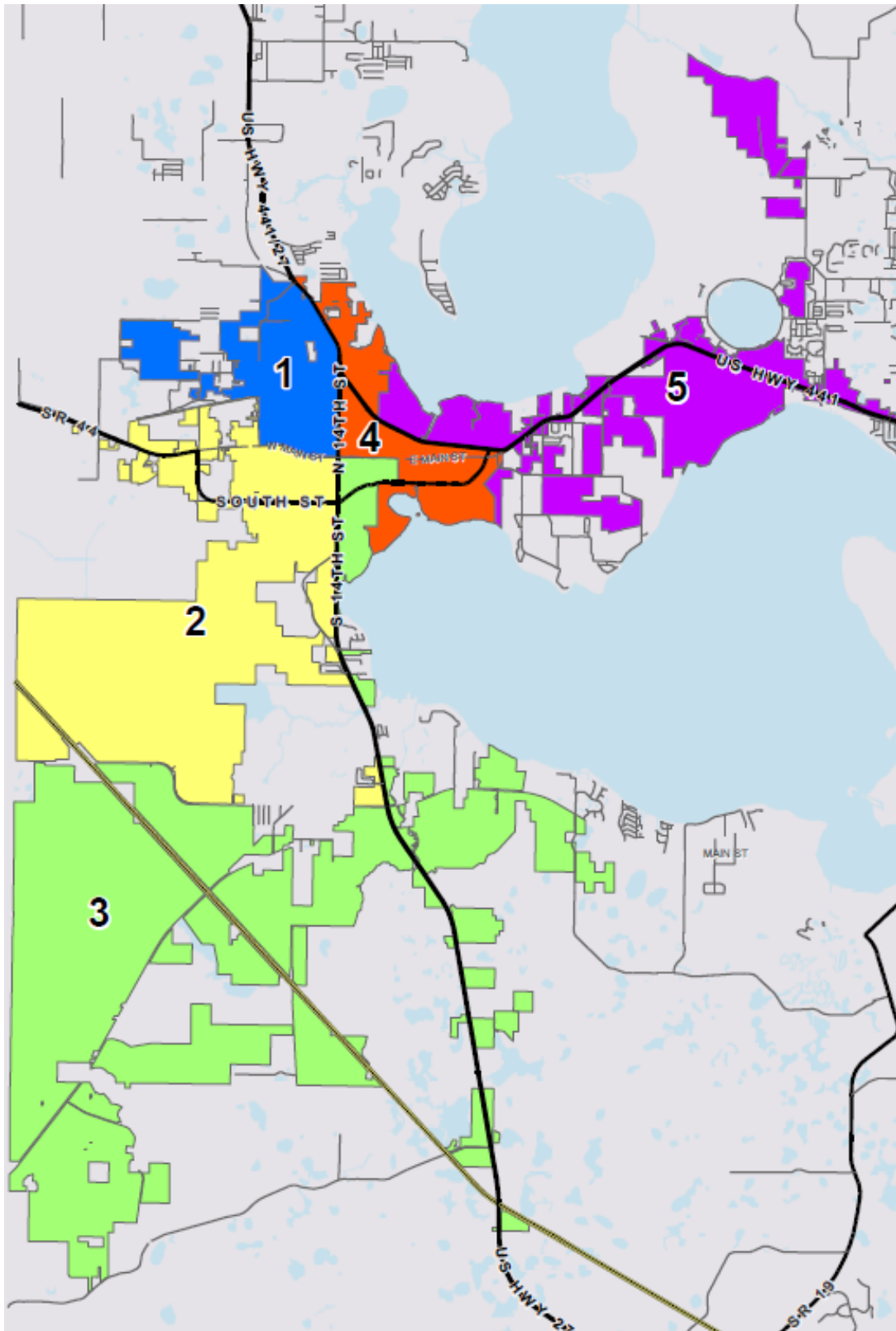
PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____, 2021.

THE CITY OF LEESBURG, FLORIDA

BY: _____
JOHN CHRISTIAN, Mayor

ATTEST: _____
ANDI PURVIS, City Clerk

EXHIBIT "A"



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.2.

Meeting Date: February 22, 2021

From: Dan Miller, (Planning and Zoning Manager)

Subject: An Ordinance amending the comprehensive plan of the City of Leesburg, Florida, changing the Future Land Use designation of certain property containing approximately 4.87 acres, from Institutional to Low Density Residential, for a property generally located west of Lee Street, south of West Line Street and east of Perkins Street, as legally described in Section 26, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (*Lee Street Village FLUM*)

Staff Recommendation:

The Planning and Zoning Staff and Planning Commission recommend approval of the request to amend the Comprehensive Plan Future Land Use map for the subject property from Institutional to Low Density.

Analysis:

The project site is approximately 4.87 +/- acres, and is generally located on the west side of Lee Street and north of Herndon Street, as shown on the attached maps. It is the site of the abandoned Lee School. At this time, the property is vacant. The proposal will allow for a mixed use residential project, consisting of repurposing the Lee School south building with apartments and constructing townhouses on the remaining property. The existing land uses surrounding the property are residential and institutional. City of Leesburg utilities are available.

The Planning Commission held a public hearing on the application on January 21, and recommended approval by a vote of 5-0.

Procurement Analysis:

N/A

Options:

1. Approve the proposed Future Land Use Map amendment from Institutional to Low Density Residential; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

No direct fiscal impact is anticipated as a result of this action.

Submission Date and Time: 2/17/2021 12:16:57 PM

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING APPROXIMATELY 4.87 ACRES, FROM INSTITUTIONAL TO LOW DENSITY RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED WEST OF LEE STREET, SOUTH OF WEST LINE STREET AND EAST OF PERKINS STREET, AS LEGALLY DESCRIBED IN SECTION 26, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (LEE STREET VILLAGE FLUM)

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

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

NOW, THEREFORE,

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

Section 1.

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

The Future Land Use Map is amended by changing the designation of an approximate 4.87 acre parcel of land generally located on the west of Lee Street and north of Herndon Street Institutional to Low Density, as shown on Attachment 1, the revised map of said area., lying in Section 26, Township 19 South, Range 24 East, Lake County, Florida, legally described as:

Legal Description (See Exhibit B)

Section 2.

All ordinances or part 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 at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____, 2021.

THE CITY OF LEESBURG

Mayor

ATTEST:

City Clerk

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

DATE: January 21, 2021
OWNER: Prospera Senior Living, LLC
PETITIONER: Greg Beliveau, LPG URP
PROJECT: Lee School Mixed Use Development
REQUEST: Small Scale Comprehensive Plan amendment
CASE NO.: SSCP-20-291

GENERAL LOCATION:

The property is generally located north of West Main Street, west of Lee Street, south of West Line Street and east of Perkins Street.

FUTURE LAND USE DESIGNATION:

Low Density Residential

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Low Density Residential
South – Low Density Residential
East – Low Density Residential
West – Low Density Residential

PROPOSED FUTURE LAND USE DESIGNATION: Low Density Residential

EXISTING ZONING DESIGNATION: SPUD (Small Planned Unit Development)

SURROUNDING ZONING DESIGNATIONS:

North – R-2 (Medium Density Residential)
South – R-2 (Medium Density Residential)
East – R-2 (Medium Density Residential)
West – R-1 (Low Density Residential)

PROPOSED ZONING DESIGNATION:

SPUD (Small Planned Unit Development)

EXISTING LAND USE: Former Lee School, vacant buildings

SURROUNDING LAND USE:

North – Single Family Residential; Multi-Family Residential
South – Single Family Residential; Multi-Family Residential
East – Institutional
West – Single Family Residential

PROPOSED LAND USE: Mixed use residential development

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

DATE: January 6, 2021
OWNER: Prospera Senior Living, LLC
PETITIONER: Greg Beliveau, LPG URP, LLC
PROJECT: Lee School Property Redevelopment
REQUEST: SSCP (Small Scale Comprehensive Plan), SPUD (Small Planned Unit Development)
CASE NO.: SSCP-20-291, SPUD-20-292

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 1/15/21

FIRE

No comments from Fire Department. Amanda Stevenson 1/15/21

ELECTRIC

Electric has no objections. All services will be underground. Additional easements will be required when it comes through the DRC process. Steve Davis 1/6/21

GAS

No comments received as of 1/15/21

GIS

No comments received as of 1/15/21

BUILDING

No comments received as of 1/15/21

PUBLIC WORKS

No comments received as of 1/15/21

ADDRESSING

No comments received as of 1/15/21

ECONOMIC DEVELOPMENT

No comments received as of 1/15/21

LAKE COUNTY PUBLIC WORKS

No comments received as of 1/15/21

LAKE COUNTY SCHOOLS

Lake County Schools comment:

The Lee Street Village small-scale comprehensive plan amendment and the small planned unit development propose residential uses – a mix of apartments and townhomes. Please be advised that residential development is subject to school concurrency review. If the project is intended as a Senior Living Facility,

please provide documentation. Let me know if you have any questions. Thanks, Helen LaValley 1/12/21

PUBLIC RESPONSES

Approval

No comments received as of 1/15/21

Disapproval

No comments received as of 1/15/21

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL)

PUBLIC COMMENTS (DISAPPROVAL)

PUBLIC COMMENTS (UNDECIDED)



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

DATE: January 21, 2021
OWNER: Prospera Senior Living, LLC
PETITIONER: Greg Beliveau, LPG URP
PROJECT: Lee Street Village
REQUEST: Small Scale Comprehensive Plan Amendment
CASE NO.: SSCP-20-291

THE PLANNING & ZONING DIVISION RECOMMENDS:

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

1. This project meets the requirements of Chapter 163.3187(1) (c) Florida Statutes, for Small Scale Comprehensive Plan Amendments.
2. The proposed Future Land Use designation of Low Density Residential is compatible with the surrounding adjacent properties having Future Land Use designations of Low Density Residential and Institutional.
3. The proposed zoning designation of SPUD (Small Planned Unit Development) is compatible with surrounding adjacent property having zoning of R-1 (Low Density Residential) and R-2 (Medium Density Residential).
4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve the Small Scale Comprehensive Plan designation from City of Leesburg Institutional to City of Leesburg Low Density Residential and forward the recommendation to the City Commission for consideration.



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
VENETIAN CENTER
THURSDAY, JANUARY 21ST, 2020 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, January 21st, 2021, at Venetian Center.

Chairman Ted Bowersox called the meeting to order at 4:30 p.m.

The following Commission members were present:

Tim Sennett – Vice-Chairman
Frazier Marshall
Michael Fitzpatrick
Alfred Haliday
Nathaniel Sanders
Ze'Shieca Carter

The following Commission members were absent:

Ted Bowersox
John O'Kelley
Chris Wood

City staff in attendance included Dan Miller, Planning & Zoning Manager, Dianne Pacewicz, Planner, Kandi Harper, Senior Planner, Sabrina Mitchell, Administrative Assistant II, and City Attorney Fred Morrison was also present.

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

Dan Miller informed the audience of the rules of participation and the need to sign the speaker's registry. He also informed Commissioners and the audience that the City Commission meeting dates are tentatively scheduled.

**DRAFT SUMMARY MINUTES OF THE PLANNING COMMISSION MEETING
FOR THURSDAY, DECEMBER 17TH, 2020**

Commissioner Carter moved to APPROVE the draft minutes from the DECEMBER 17TH, 2020 meeting. Commissioner Fitzpatrick SECONDED the motion, which PASSED by a vote of 6- 0.

NEW BUSINESS

Vice-Chairman Sennett called for the sixth case under new business be brought forward.

**1. PUBLIC HEARING CASE # SSCP-20-291 – LEE STREET VILLAGE –
SMALL SCALE COMPREHENSIVE PLAN AMENDMENT**

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING APPROXIMATELY 4.87 ACRES FROM INSTITUTIONAL TO LOW DENSITY RESIDENTIAL FOR A PROPERTY GENERALLY LOCATED NORTH OF WEST MAIN STREET, WEST OF LEE STREET, SOUTH OF WEST LINE STREET AND EAST OF PERKINS STREET AS LEGALLY DESCRIBED IN SECTION 26, 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, FEBRUARY 22, 2021 AND SECOND READING ON MONDAY, APRIL 12, 2021)** (Lee Street Village)

Mr. Miller stated the projects come in pairs, the final two projects are related.

Dan Miller introduced case number #SSCP-20-291 – Lee Street Village – Small Scale Comprehensive Plan Amendment and case number #SPUD-20-292 – Lee Street Village – Small Planned Unit Development Rezoning into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

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

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

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

Vice-Chairman Sennett stated if any questions from Staff.

Greg Beliveau of LPG in Mt. Dora gave a brief presentation of the subject property, went through process of proposed LDR's; Historic Board; reviewed plans; approved, Staff reviewed, Staff; went through Southern building of Lee School; Phase 1; add 14 apartments, northern structure removed; construction of townhomes, Phase 1 & 2; renovation of Historic structure; Phase 1, interior walls; very thick; Historic classrooms; one apartment unit, 2 floors; apartments, basement; recreation areas, break rooms, Wi-Fi, outside retain look; windows replaced; modern look, elevators; removed, interior; renovated, wood floors; good shape, wood raptors, make sure meet code, Phase 2; access, driveways, parking; onsite recreational components, minimal parking; adjacent street, connectivity; proximity property; downtown, increase densities, downtown master plan; more opportunity, Villages; moving multi-family; downtown, mixed uses; encourage downtown growth, and look forward for your recommendations for approval, and people looking at units; no pre-sale allowed, and conceptual plan.

Commissioners and Mr. Miller discussed individually owned, elevations; outside owner's ready to move on this project; assisted living, same owners, not impressed with the outside, price range, Phase 1 individually owned, and parking spaces per unit.

Greg Beliveau gave a presentation to address comments from Commissioners regarding proposed development, townhouses; individually owned; intent, elevations same, architect working on elevations; tuned to Lee School, owner's time table; last year, behind schedule; move now, Phase 1 done; ASAP, walk through; Bldg. Dept, submit Bldg. Dept; during process, gentlemen wants to move now, don't know price range; market rate; not over 200K to 230K; townhomes; or lower, Phase 1; apartments; all rentals, each unit; garage/driveway; two parking spaces, floor plan; garage; first floor and two floors above.

Mr. Miller went over the elevations in the (PUD); trying to show range. Dan Miller stated different ownership, previous owner sold to the gentlemen making application, different ownership; last year; trip to headquarters; seen results; done, and this is the best one we had in a long time.

Vice-Chairman Sennett stated any questions from the public, and then closed the discussion from the public.

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

Commissioner Fitzpatrick made a MOTION for APPROVAL of case # SSCP-20-291 – LEE STREET VILLAGE – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT Commissioner Carter SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 6- 0.

Vice-Chairman Sennett called for the seventh case under new business be brought forward.

2. PUBLIC HEARING CASE # SPUD-20-292 – LEE STREET VILLAGE – SMALL PLANNED UNIT DEVELOPMENT REZONING

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING THE DEVELOPMENT CONDITIONS ON A SPUD (SMALL PLANNED UNIT

DEVELOPMENT) ZONING ON APPROXIMATELY 4.87 ACRES TO ALLOW FOR RESIDENTIAL DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED NORTH OF WEST MAIN STREET, WEST OF LEE STREET, SOUTH OF WEST LINE STREET AND EAST OF PERKINS STREET AS LEGALLY DESCRIBED IN SECTION 26, 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, FEBRUARY 22, 2021 AND SECOND READING ON MONDAY, APRIL 12, 2021) (Lee Street Village)

Dan Miller read into the record a request on page three under development standards to delete phrase (6h); maximum number of residential units on the property shall be 8 units per acre on the previous (SPUD) Small Planned Unit Development.

Motion made to request to delete phrase (6h) in the (SPUD) Small Planned Unit Development.

COMMISSIONER Carter made a MOTION to APPROVE deletion of (6h) in the (SPUD) SMALL PLANNED UNIT DEVELOPMENT for case# SPUD-20-292 COMMISSIONER Sanders SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 6-0.

Fred Morrison, City Attorney stated the motion was to delete (6h) need to approve the entire case with the change made.

Commissioner Haliday made a MOTION for APPROVAL of case # SPUD-20-292 – LEE STREET VILLAGE – SMALL PLANNED UNIT DEVELOPMENT REZONING with the modifications of removing the clause previously stated Commissioner Sanders SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 6- 0.

DISCUSSION

None.

ANNOUNCEMENTS

Motion made to adjourn meeting by Commissioner Marshall and seconded by Commissioner Carter.

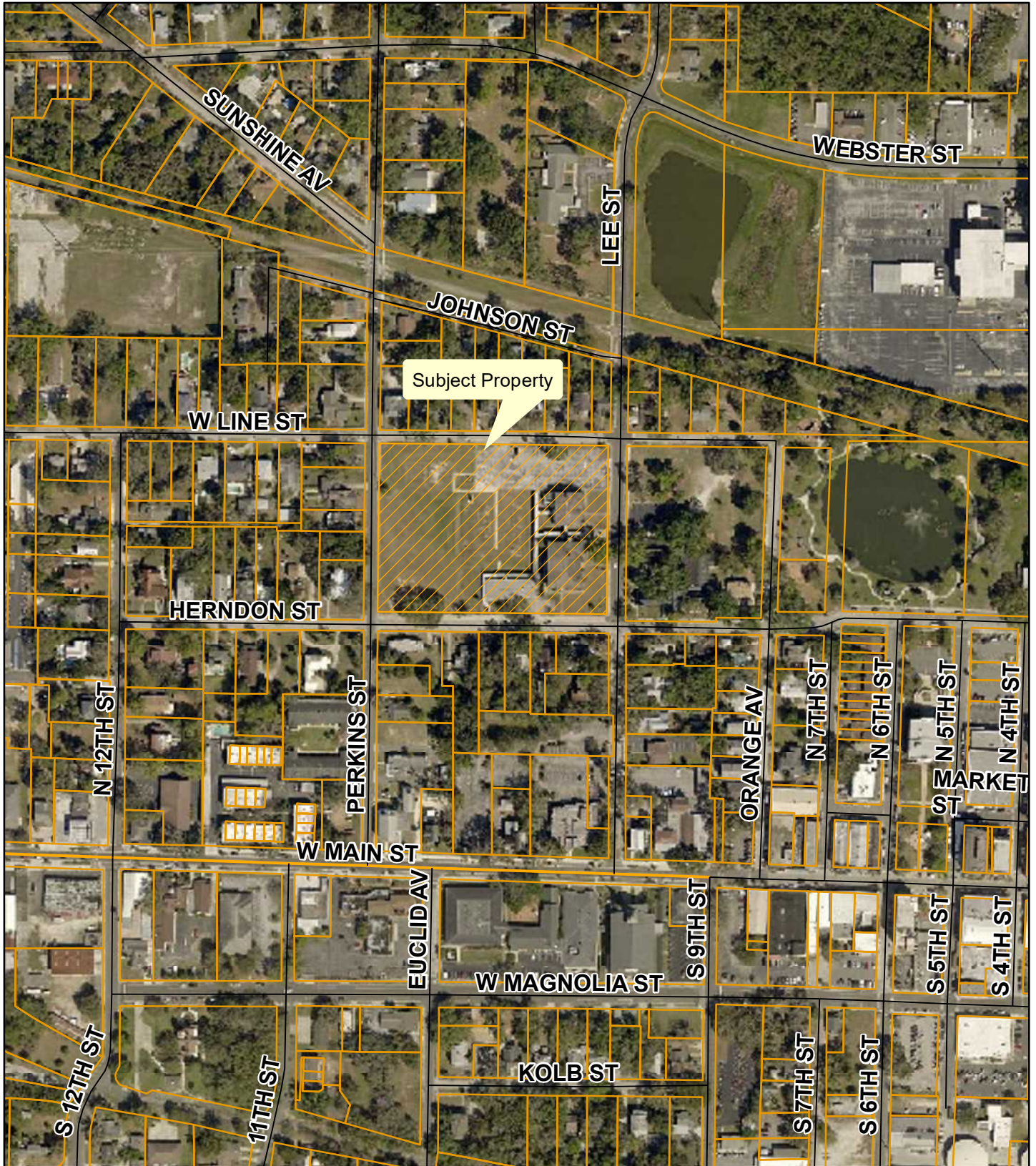
ADJOURNMENT

Approximately 5:35 p.m.

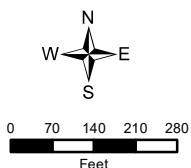
Tim Sennett, Vice-Chairman

Sabrina Mitchell, Administrative Assistant II

Aerial

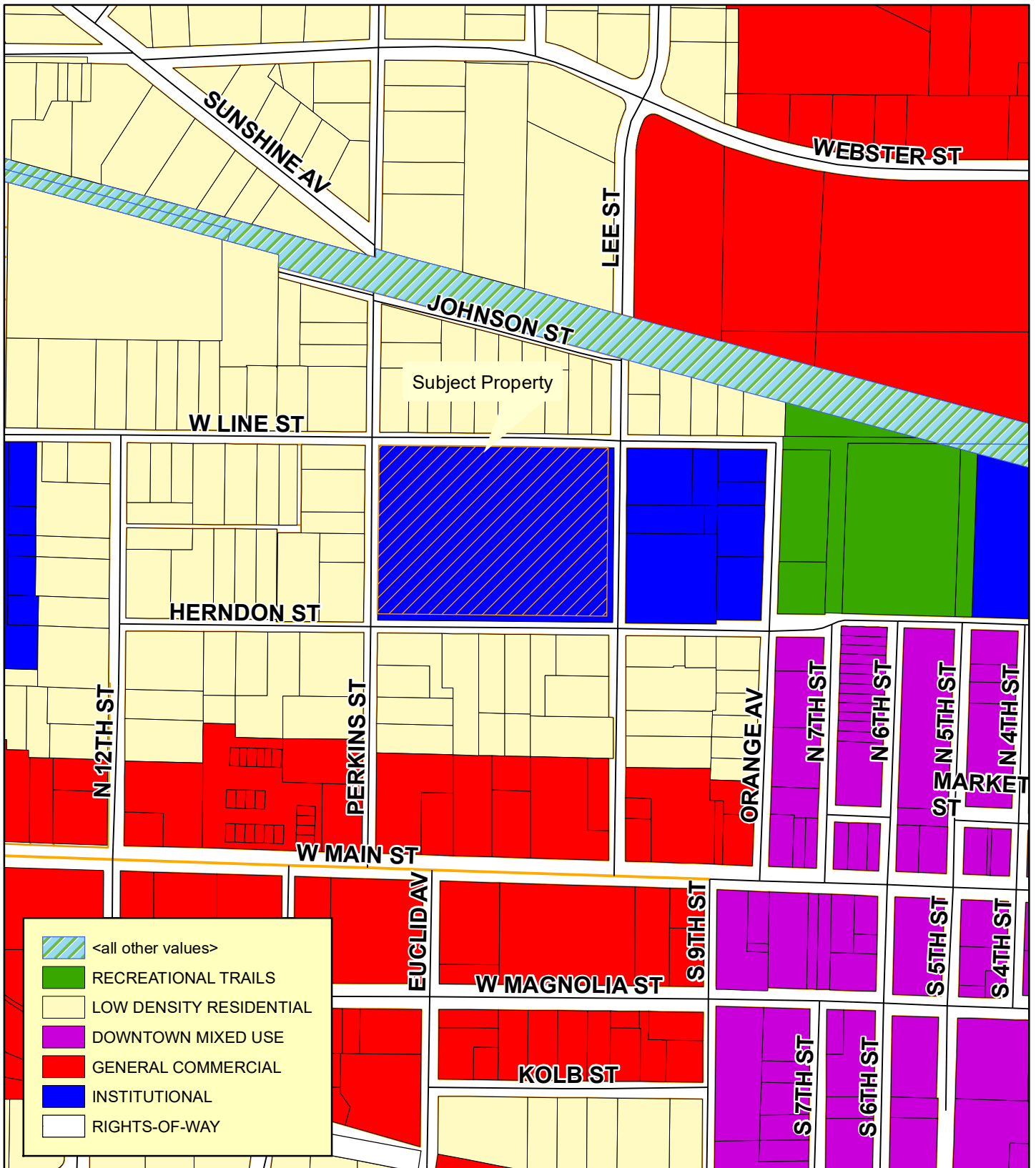


**Planning
& Zoning
Division**

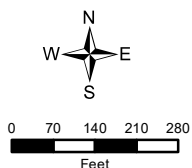


SSCP-20-291 Lee Street Village
Alternate Key #: 1263671
Address: 207 Lee Street
Section 26, Township 19 South, Range 24 East
December 3, 2020

Future Land Use

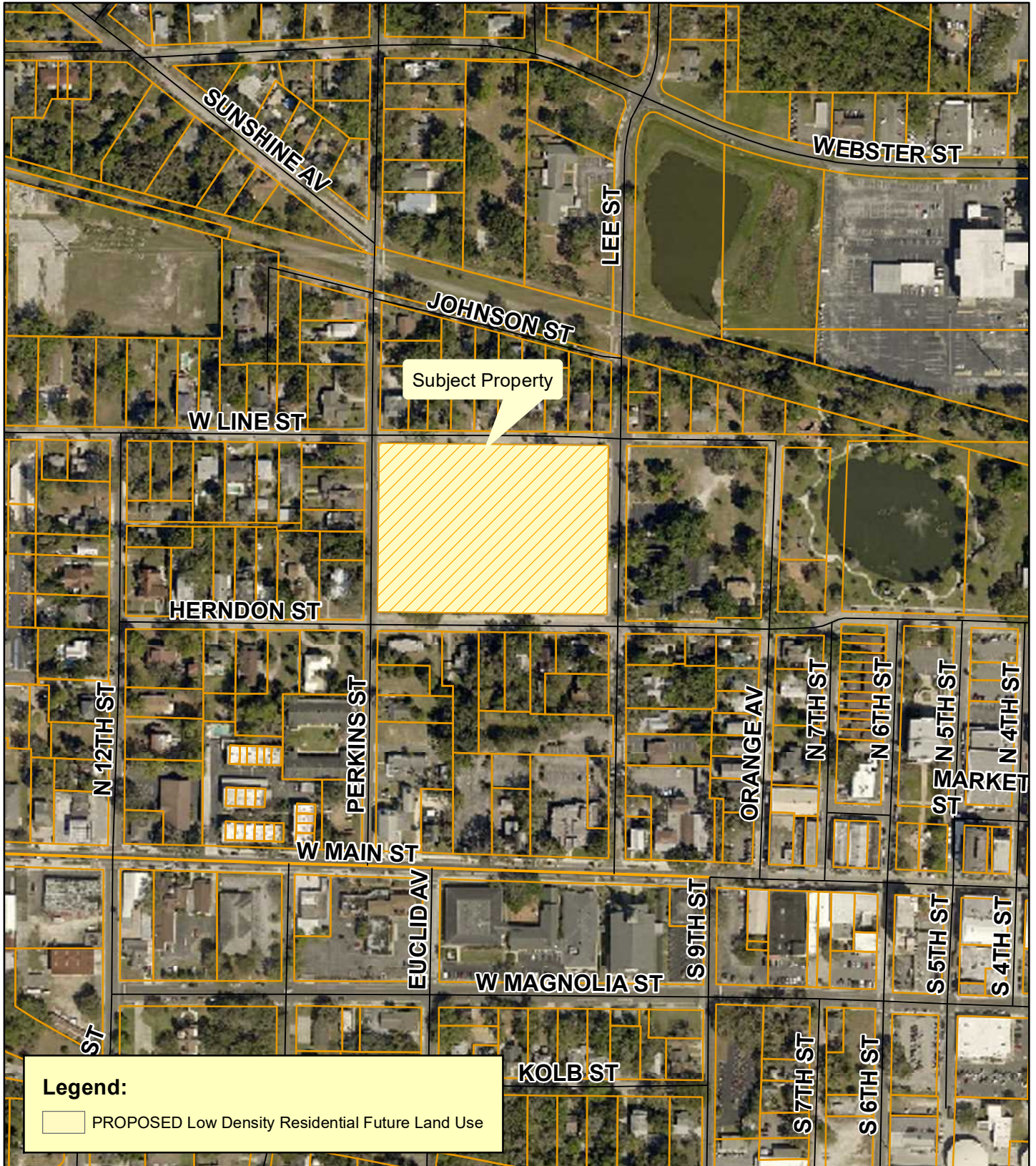


**Planning
& Zoning
Division**

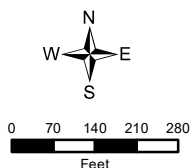


SSCP-20-291 Lee Street Village
 Alternate Key #: 1263671
 Address: 207 Lee Street
 Section 26, Township 19 South, Range 24 East
 December 3, 2020

PROPOSED Future Land Use



**Planning
& Zoning
Division**

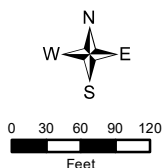


SSCP-20-291 Lee Street Village
Alternate Key #: 1263671
Address: 207 Lee Street
Section 26, Township 19 South, Range 24 East
December 3, 2020

Surrounding Existing Land Uses



**Planning
& Zoning
Division**



SSCP-20-291 Lee Street Village

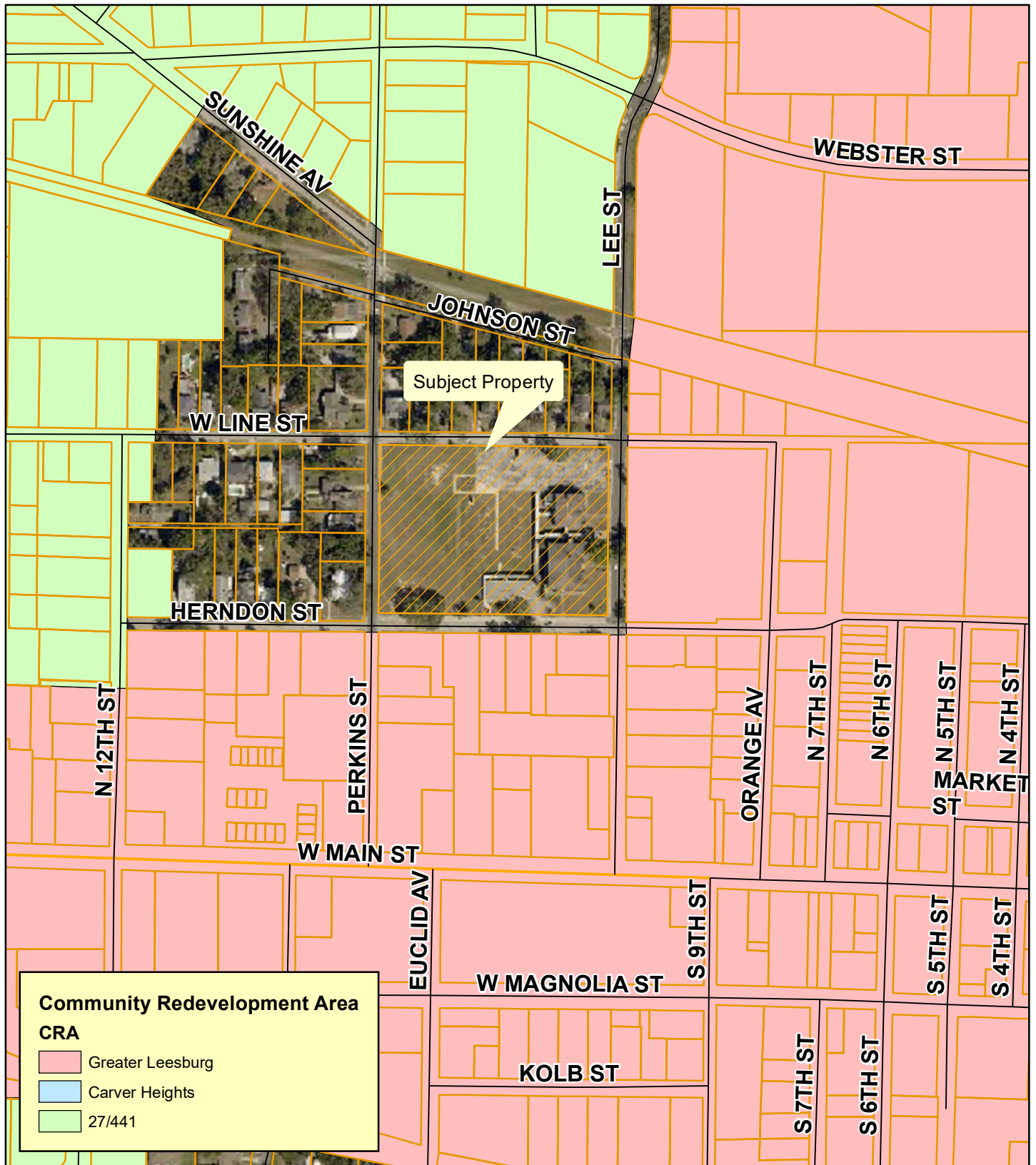
Alternate Key #: 1263671

Address: 207 Lee Street

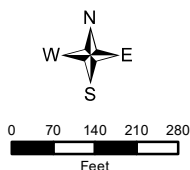
Section 26, Township 19 South, Range 24 East

December 3, 2020

Community Redevelopment Area



**Planning
& Zoning
Division**



SSCP-20-291 Lee Street Village

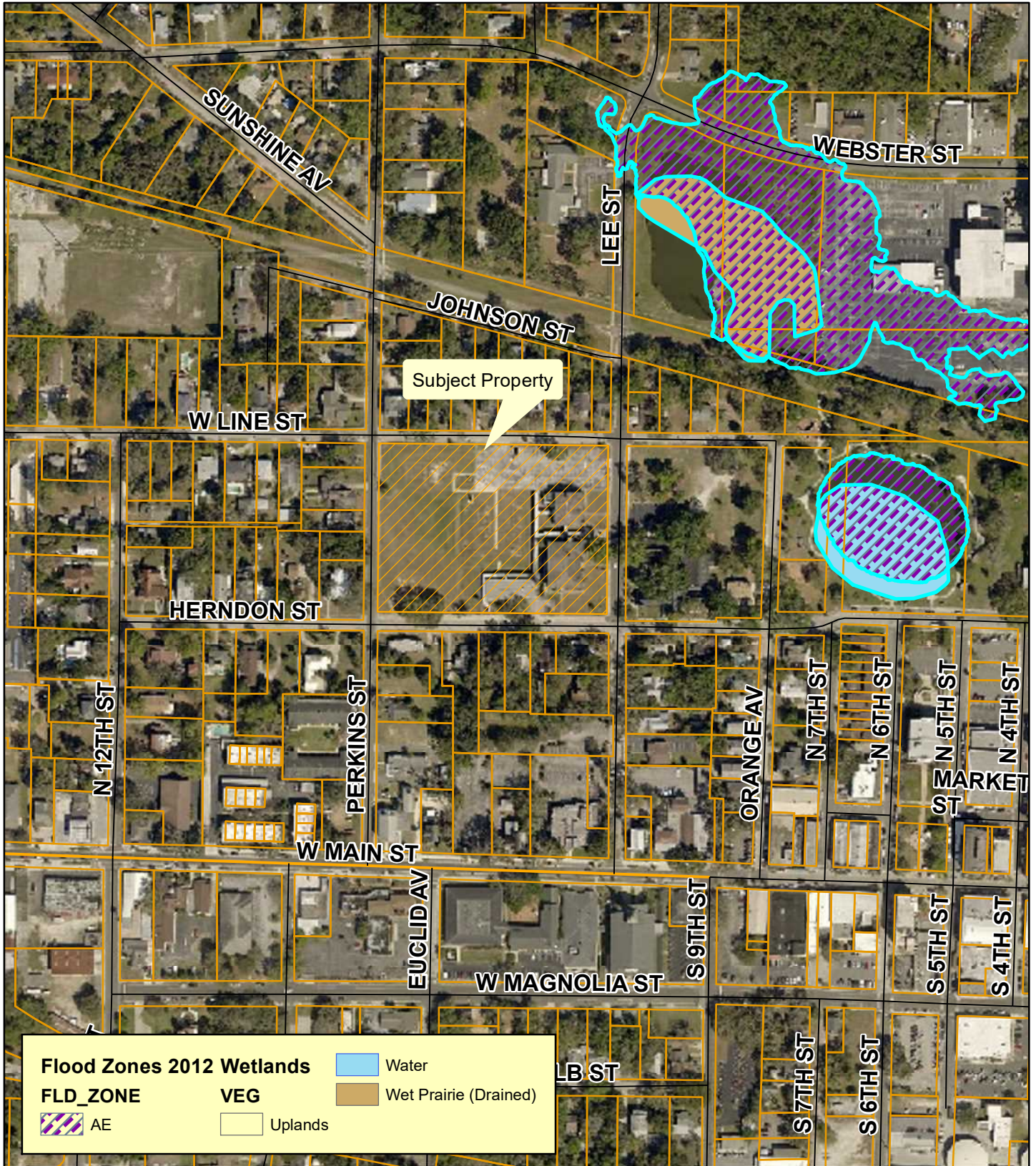
Alternate Key #: 1263671

Address: 207 Lee Street

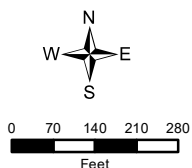
Section 26, Township 19 South, Range 24 East

December 3, 2020

Wetlands and Flood Zones



**Planning
& Zoning
Division**



SSCP-20-291 Lee Street Village
 Alternate Key #: 1263671
 Address: 207 Lee Street
 Section 26, Township 19 South, Range 24 East
 December 3, 2020

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.3.

Meeting Date: February 22, 2021

From: Dan Miller, (Planning and Zoning Manager)

Subject: An Ordinance of the City of Leesburg, Florida, amending the development conditions on a SPUD (Small Planned Unit Development) zoning on approximately 4.87 acres, to allow for residential development for a property generally located west of Lee Street, south of West Line Street, and east of Perkins Street, as legally described in Section 25, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Lee Street Village SPUD)

Staff Recommendation:

The Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property by amending the development conditions on a SPUD (Small Planned Unit Development) to allow for a mixed use residential development.

Analysis:

The project site is approximately 4.87 acres, and is generally located west of Lee Street, south of West Line Street, and East of Perkins Street, as shown on the attached maps. This is the old Lee School site. The school has been unused for several years. The proposal will allow for a mix of residential uses, including apartments in the main (south) building, with townhouse development on the rest of the property. The existing land uses and zonings surrounding the property are residential and institutional. City of Leesburg utilities are available.

The Planning Commission held a public hearing on the application on January 21, 2021 and recommended approval by a vote of 5-0.

Procurement Analysis:

N/A

Options:

1. Approve the request to amend the development conditions of the SPUD zoning; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development 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.

Submission Date and Time: 2/17/2021 1:24:11 PM

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING THE DEVELOPMENT CONDITIONS ON A SPUD (SMALL PLANNED UNIT DEVELOPMENT) ZONING ON APPROXIMATELY 4.87 ACRES, TO ALLOW FOR RESIDENTIAL DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED WEST OF LEE STREET, SOUTH OF WEST LINE STREET, AND EAST OF PERKINS STREET, AS LEGALLY DESCRIBED IN SECTION 25, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (LEE STREET VILLAGE SPUD)

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

Section 1.

Based upon the petition of Barry Mansfield, Cullison Wright Development (Greg Beliveau, Petitioner) 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, is hereby rezoned from SPUD (Small Planned Unit Development) to SPUD (Small 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 _____, 2021.

THE CITY OF LEESBURG

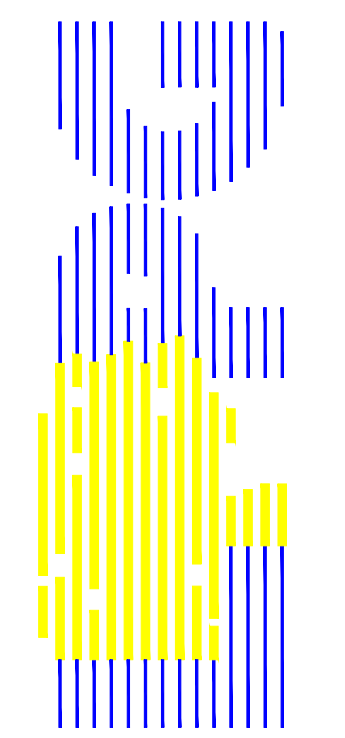
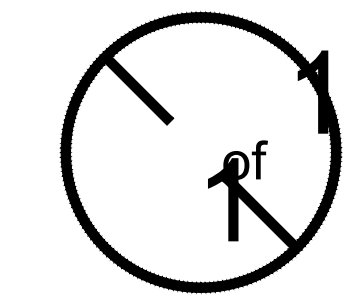
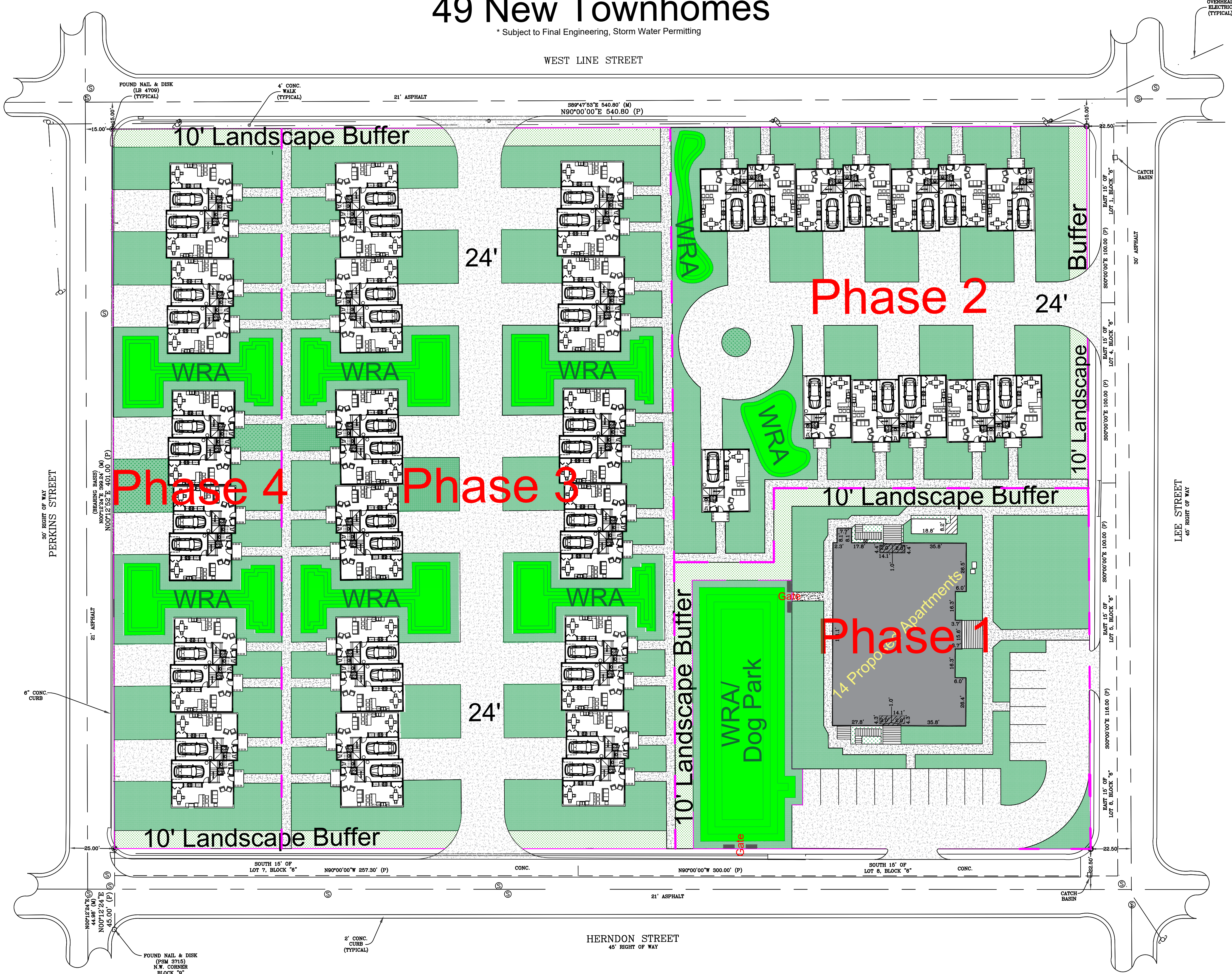
Mayor

ATTEST:

City Clerk

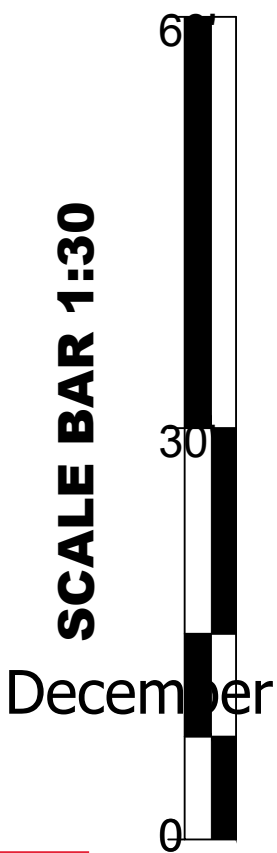
49 New Townhomes

* Subject to Final Engineering, Storm Water Permitting



Proj.: 188
(352)385-194
1162 CAMP AVE
Urban & Re

Conceptual Dev
Cult



December 14t

RECEIVED City of Leesburg
January 4, 2021
REVISED Concept Plan
Lees Street Village

**LEE STREET VILLAGE
SPUD (SMALL PLANNED UNIT DEVELOPMENT) REZONING
PLANNED DEVELOPMENT CONDITIONS**

January 21, 2021

These Planned Development Conditions for a PUD (Planned Unit Development) District are granted by the City of Leesburg Planning Commission, Lake County, Florida to Barry Mansfield, Cullison-Wright Development (Prospera Senior Living, LLC) "Permittee" for the purposes and terms and conditions as 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.

BACKGROUND: The "Permittee" has submitted an application requesting a SPUD (Small Planned Unit Development) zoning district to allow a residential use project consisting of townhome and multi-family (apartment) living and associated uses on an approximately five (5) +/- acre site within the City of Leesburg in accordance with their Planned Development application and supplemental information. The project proposes to re-develop the original Lee School building on the southeast corner of Lee Street and Herndon Street into market rate apartments, and to and to develop the remaining property into single family attached units.

1. PERMISSION

Permission is hereby granted to Barry Mansfield, Cullison-Wright Development (Prospera Senior Living, LLC) to operate, and maintain a SPUD (Small Planned Unit Development) development in and on real property in the City of Leesburg. The property is generally located on the west side of Lee Street, south of West Line Street, east of Perkins Street and north of Herndon Street. The property is more particularly described as shown in the attached legal description below.

2. LEGAL DESCRIPTION

See attached legal Exhibit B

3. LAND USES, AREAS AND SETBACKS

The above-described property shall be used for SPUD (Small Planned Unit Development) uses as limited herein, and pursuant to City of Leesburg development codes and standards. Uses shall be those listed as permitted uses in this document and shall occupy the approximate area as shown on the Conceptual Plan.

A. The project shall contain a maximum of:

- a. 49 attached single family (townhouse) units
- b. 14 apartment units within the Lee School Building
- c. Maximum number of units shall not exceed. 63

B. Primary Uses

1) Permitted Uses shall be as follows:

- a. single family units (R-2 (Medium Density Residential zoning standards)
- b. townhouses
- c. multi-family (in historic Lee School)

C. Accessory Uses

1) Accessory Uses shall be as follows

- a. community services such as senior centers and community groups
- b. educational/classroom uses
- c. museums for display of art, history and science collections etc.
- d. non-profit organizations
- e. houses of worship
- f. recreational, park and open space uses
- g. retail sales as an accessory to the primary permitted uses

E. Prohibited Uses shall be as follows:

- a. commercial uses not associated with the primary permitted uses
- b. industrial uses
- c. All uses not permitted by the PUD (Planned Unit Development)
- d. Other related uses may be included by written determination of the Planning & Zoning Manager. Such uses shall be consistent with the intent and purpose of the zoning requirements set forth in these SPUD conditions, and shall meet the parking standards as required herein. Parking availability may limit the permitted uses.

F. Setbacks

The project shall have the following minimum sizes and setbacks:

- a. Minimum lot width for townhomes:
 - i. 24 feet
- b. Setbacks The following minimum yard setback shall be maintained.
 - Front: 20 feet
 - Rear: 18 feet
 - Sides: 20 feet between buildings
 - Corner side: 15 feet
- c. Accessory: 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 % of the required rear yard.
- e. Impervious surface coverage for single-family detached shall not exceed 65 percent.
- f. Maximum building height shall not exceed 25 feet or two stories
- g. Final lot sizes and widths shall be determined at development review, and shall be substantially consistent with the attached Conceptual site plan.

D. Area

The Impervious surface coverage for this site shall not exceed seventy-five (75) percent of the gross site area.

E. Open Space

A minimum of twenty-five (25) percent of the site shall be developed as open space, including retention areas, buffer and landscaped areas. Parking areas and vehicle access areas shall not be considered in calculating open space.

4. SITE ACCESS

- A. Access to the property is currently from Lee Street on the east and West Line Street on the north. Any additional access shall be subject to the City of Leesburg PUD amendment and site plan application review process, including permitting and or review as required by Lake Sumter MPO, FDOT, Lake County and the City of Leesburg.

5. HISTORIC DISTRICT AND DESIGN REQUIREMENTS

- A. The existing structures are of significant historic value to the community, thus the original Lee School building on the southeast corner shall remain on the site.
- 1) All construction taking place on the site shall maintain the general historic character of the area, and be constructed in harmony with the Leesburg Historic District requirements of Chapter 30, City of Leesburg, Code of Ordinances.
 - 2) Prior to approval of any redevelopment of the existing Lee School plans shall be submitted and reviewed by the City of Leesburg Historic Board for consistency with Chapter 30, Historic District. All construction on the Lee school building shall at a minimum maintain, preserve or enhance the historic design, features and character of the buildings.
 - 3) Prior to approval of any new site plans or construction on the property, plans shall be submitted and reviewed by the City of Leesburg Historic Board for consistency with Chapter 30, Historic District. All new buildings and construction shall at a minimum be consistent with, maintain, preserve or enhance the historic design, features and character of the Leesburg Historic District and the historic design of the area.
 - 4) Unique design features or variations meeting the intent of this section may be approved at the discretion of the Leesburg Historic Preservation Board.

6. DEVELOPMENT STANDARDS

- A. The minimum development standards shall be those required for the C-1 (Neighborhood Commercial) district except as amended by these conditions.
- B. Variations to these requirements which meet the intent of this SPUD (Small Planned Unit Development) zoning and the Leesburg Historic District requirements may be reviewed by the Planning and Zoning Manager in consultation with the Development Review Committee and/or the Leesburg Historic Preservation Board as appropriate.

7. PARKING

- A. The permittee shall have off-street parking spaces within the property per the conceptual site plan pursuant to the City of Leesburg Code of Ordinances, as amended, which shall include the required number of handicapped parking spaces. The location and design of the proposed parking area will be reviewed during the site plan review process to provide adequate parking per City of Leesburg Code of Ordinance requirements for each use.

8. WETLANDS

- A. Should wetlands exist on the site; the following requirements shall apply. Prior to disturbance or development of any wetland area, the "Permittee" shall submit and receive

approval from all affected governmental agencies to include, but not limited to, St. John's River Water Management District and the State of Florida Department of Environmental Regulation. Any notice of violation from any affected agency shall be cause for a cease and desist order on permits issued by the City of Leesburg until such time as the violation has been resolved with the appropriate agency(s).

9. DRAINAGE AND UTILITIES

- A. Prior to receiving Final Development Plan Approval, the "Permittee" shall submit, if applicable, a Master Site Drainage Plan and Utility Implementation Plan acceptable to the City of Leesburg. Prior to removal, renovation or demolition of any existing development on the site, the permittee shall provide:
 - 1) A detailed site plan demonstrating no direct discharge of stormwater runoff generated by the development into any natural surface waters or onto adjacent properties.
 - 2) A detailed site plan indicating all provisions for electric, water, sewer, and natural gas in accordance with the site plan review process as required by the City of Leesburg Code of Ordinances.

10. TRANSPORTATION

- A. All transportation improvements shall be based on a current traffic analysis and shall be contingent upon Site Plan approval by City staff during the development review and permitting process.
- B. Vehicular access to the project site shall be provided by a minimum of two access points; one on Lee Street and one on West Line Street. Actual number, location and design of the access points shall be consistent with the site plan as determined during the Site Plan Review process.
- C. The Permittee shall provide all necessary improvements/signalization adjacent to the development as required by the Lake-Sumter MPO, FDOT, Lake County and City of Leesburg.
- D. The Permittee shall be responsible for obtaining all necessary FDOT, Lake County and City of Leesburg permits and a copy of all permits shall be provided to the City of Leesburg prior to construction plan approval.
- E. A traffic/transportation analysis, if required, shall be submitted prior to preliminary site plan approval for review and determination of any necessary access improvements. Said improvements will be the responsibility of the Permittee.

11. LANDSCAPING AND BUFFER REQUIREMENTS

- A. A minimum five foot (5) foot wide vegetative landscaped buffer shall be required along exterior boundaries of the development. The buffer shall retain existing healthy trees, shrubs and ground cover and shall include additional plantings where needed as provide in B. below.
- B. All landscaping and buffering shall be in accordance with regulations contained within

the City of Leesburg Code of Ordinances except as provided under these conditions:

- 1) For each one hundred (100) linear feet, or fraction thereof, of boundary, the following plants shall be provided in accordance with the planting standards and requirements of the Land Development Code.
 - a. Two (2) canopy trees
 - b. Two (2) ornamental trees
 - c. Thirty (30) shrubs
 - d. The remainder of the buffer area shall be landscaped with grass, groundcover, and/or other landscape treatment.
 - e. Existing vegetation in the required buffer shall be protected during construction.
- 2) Existing vegetation in the required buffer shall be protected during any construction.

- C. Variations to the landscape requirements of the code may be approved by the Community Development Director as long as the intent of the PUD and the Landscaping Code are maintained.

12. MAINTENANCE

- A. With the exception of public utilities, maintenance of all site improvements, including but not limited to drives, internal sidewalks, landscaping and drainage shall be the responsibility of the owner.

13. DEVELOPMENT PHASING

- A. The proposed project may be constructed in phases in accordance with these Small Planned Unit Development Conditions and Conceptual Plan. Changes to the Development Plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Development review process.

14. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in this PUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.

- E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition herein set out.

15. LEVELS OF SERVICE

As submitted, the proposed zoning change does not appear to result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to roads, sewage, water supply, drainage, solid waste, parks and recreation, schools and emergency medical facilities. However, no final development order (site plan and 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.

A. Utilities

1) Projected Capacities

- a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.
- b. If development on this site is cause for off-site improvements for water and wastewater, the developer will bear the cost of design, permitting and construction of any such improvements. The developer shall receive no impact fee credits for any such required off-site improvements. The developer and the City may enter into a pioneering agreement with the developer, if appropriate.

B. Commitment of Capacity

There are no previous commitments of any existing or planned excess capacity.

C. Ability to Provide Services

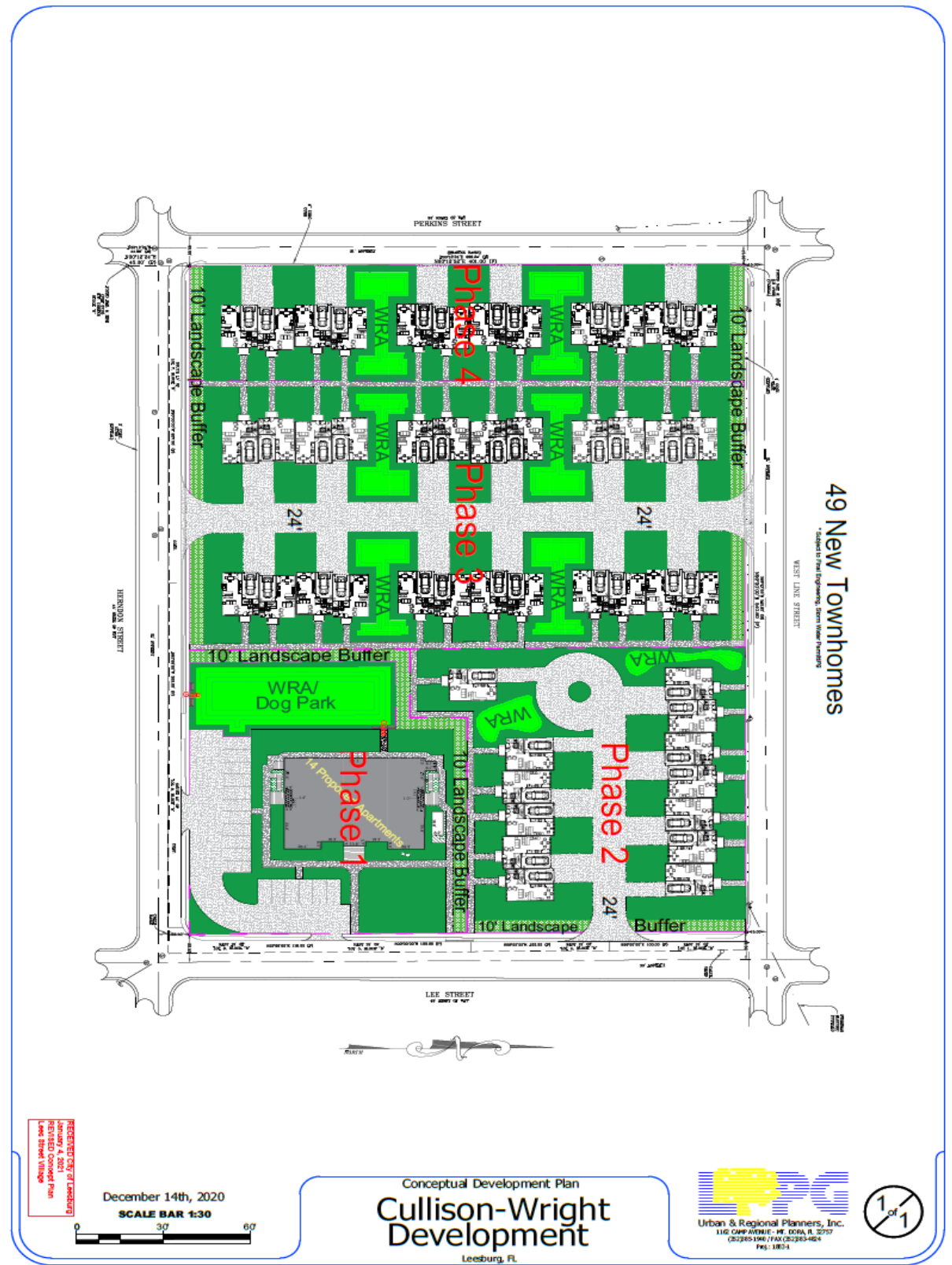
- 1) The City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.

LEGAL DESCRIPTION

EXHIBIT B

All of Block 6, CITY OF LEESBURG, according to the map or plat thereof as recorded in Plat Book 2, Page 19, Public Records of Lake County, Florida, LESS the South 15 feet of Lots 7 and 8, and the East 15 feet of Lots 1, 4, 5 and 8, all in Block 6, CITY OF LEESBURG, conveyed to the City of Leesburg as street right of way.

Parcel Identification Number: 2619243900-006-00000



TYPICAL ARCHITECTURAL SAMPLES

EXHIBIT D







DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
VENETIAN CENTER
THURSDAY, JANUARY 21ST, 2020 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, January 21st, 2021, at Venetian Center.

Chairman Ted Bowersox called the meeting to order at 4:30 p.m.

The following Commission members were present:

Tim Sennett – Vice-Chairman
Frazier Marshall
Michael Fitzpatrick
Alfred Haliday
Nathaniel Sanders
Ze'Shieca Carter

The following Commission members were absent:

Ted Bowersox
John O'Kelley
Chris Wood

City staff in attendance included Dan Miller, Planning & Zoning Manager, Dianne Pacewicz, Planner, Kandi Harper, Senior Planner, Sabrina Mitchell, Administrative Assistant II, and City Attorney Fred Morrison was also present.

The meeting opened with an invocation given by Vice-Chairman Sennett, 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.

Vice-Chairman Sennett called for the sixth case under new business be brought forward.

1. PUBLIC HEARING CASE # SSCP-20-291 – LEE STREET VILLAGE – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING APPROXIMATELY 4.87 ACRES FROM INSTITUTIONAL TO LOW DENSITY RESIDENTIAL FOR A PROPERTY GENERALLY LOCATED NORTH OF WEST MAIN STREET, WEST OF LEE STREET, SOUTH OF WEST LINE STREET AND EAST OF PERKINS STREET AS LEGALLY DESCRIBED IN SECTION 26, 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, FEBRUARY 22, 2021 AND SECOND READING ON MONDAY, APRIL 12, 2021)** (Lee Street Village)

Mr. Miller stated the projects come in pairs, the final two projects are related.

Dan Miller introduced case number #SSCP-20-291 – Lee Street Village – Small Scale Comprehensive Plan Amendment and case number #SPUD-20-292 – Lee Street Village – Small Planned Unit Development Rezoning into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

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

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

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

Vice-Chairman Sennett stated if any questions from Staff.

Greg Beliveau of LPG in Mt. Dora gave a brief presentation of the subject property, went through process of proposed LDR's; Historic Board; reviewed plans; approved, Staff reviewed, Staff; went through Southern building of Lee School; Phase 1; add 14 apartments, northern structure removed; construction of townhomes, Phase 1 & 2; renovation of Historic structure; Phase 1, interior walls; very thick; Historic classrooms; one apartment unit, 2 floors; apartments, basement; recreation areas, break rooms, Wi-Fi, outside retain look; windows replaced; modern look, elevators; removed, interior; renovated, wood floors; good shape, wood raptors, make sure meet code, Phase 2; access, driveways, parking; onsite recreational components, minimal parking; adjacent street, connectivity; proximity property; downtown, increase densities, downtown master plan; more opportunity,

Villages; moving multi-family; downtown, mixed uses; encourage downtown growth, and look forward for your recommendations for approval, and people looking at units; no pre-sale allowed, and conceptual plan.

Commissioners and Mr. Miller discussed individually owned, elevations; outside owner's ready to move on this project; assisted living, same owners, not impressed with the outside, price range, Phase 1 individually owned, and parking spaces per unit.

Greg Beliveau gave a presentation to address comments from Commissioners regarding proposed development, townhouses; individually owned; intent, elevations same, architect working on elevations; tuned to Lee School, owner's time table; last year, behind schedule; move now, Phase 1 done; ASAP, walk through; Bldg. Dept, submit Bldg. Dept; during process, gentlemen wants to move now, don't know price range; market rate; not over 200K to 230K; townhomes; or lower, Phase 1; apartments; all rentals, each unit; garage/driveway; two parking spaces, floor plan; garage; first floor and two floors above.

Mr. Miller went over the elevations in the (PUD); trying to show range. Dan Miller stated different ownership, previous owner sold to the gentlemen making application, different ownership; last year; trip to headquarters; seen results; done, and this is the best one we had in a long time.

Vice-Chairman Sennett stated any questions from the public, and then closed the discussion from the public.

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

Commissioner Fitzpatrick made a MOTION for APPROVAL of case # SSCP-20-291 – LEE STREET VILLAGE – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT Commissioner Carter SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 6- 0.

Vice-Chairman Sennett called for the seventh case under new business be brought forward.

2. PUBLIC HEARING CASE # SPUD-20-292 – LEE STREET VILLAGE – SMALL PLANNED UNIT DEVELOPMENT REZONING

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING THE DEVELOPMENT CONDITIONS ON A SPUD (SMALL PLANNED UNIT DEVELOPMENT) ZONING ON APPROXIMATELY 4.87 ACRES TO ALLOW FOR RESIDENTIAL DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED NORTH OF WEST MAIN STREET, WEST OF LEE STREET, SOUTH OF WEST LINE STREET AND EAST OF PERKINS STREET AS LEGALLY DESCRIBED IN SECTION 26, 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, FEBRUARY 22, 2021 AND SECOND READING ON MONDAY, APRIL 12, 2021)** (Lee Street Village)

Dan Miller read into the record a request on page three under development standards to delete phrase (6h); maximum number of residential units on the property shall be 8 units per acre on the previous (SPUD) Small Planned Unit Development.

Motion made to request to delete phrase (6h) in the (SPUD) Small Planned Unit Development.

COMMISSIONER Carter made a MOTION to APPROVE deletion of (6h) in the (SPUD) SMALL PLANNED UNIT DEVELOPMENT for case# SPUD-20-292 COMMISSIONER Sanders SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 6-0.

Fred Morrison, City Attorney stated the motion was to delete (6h) need to approve the entire case with the change made.

Commissioner Haliday made a MOTION for APPROVAL of case # SPUD-20-292 – LEE STREET VILLAGE – SMALL PLANNED UNIT DEVELOPMENT REZONING with the modifications of removing the clause previously stated Commissioner Sanders SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 6- 0.

DISCUSSION

None.

ANNOUNCEMENTS

Motion made to adjourn meeting by Commissioner Marshall and seconded by Commissioner Carter.

ADJOURNMENT

Approximately 5:35 p.m.

Tim Sennett, Vice-Chairman

Sabrina Mitchell, Administrative Assistant II



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

DATE: January 21, 2021
OWNER: Prospera Senior Living, LLC
PETITIONER: Greg Beliveau, LPG URP
PROJECT: Lee School Mixed Use Development
REQUEST: SPUD (Small Planned Unit Development)
CASE NO.: SPUD-20-292

THE PLANNING & ZONING DIVISION RECOMMENDS:

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

1. The proposed zoning designation of SPUD (Small Planned Unit Development) is compatible with surrounding adjacent property having zoning of R-1 (Low Density Residential) and R-2 (Medium Density Residential).
2. The proposed Future Land Use designation of Low Density Residential is compatible with the surrounding adjacent properties having Future Land Use designations of Low Density Residential and Institutional.
3. The proposed request is consistent with the City's Growth Management Plan, Future Land Use Element, Goal 1, Objective 1.6.

Action Requested:

1. Vote to approve the recommendation to rezone the subject property from City of Leesburg SPUD (Small Planned Unit Development) to City of Leesburg (Small Planned Unit Development) and forward to the City Commission for consideration..

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

DATE: January 21, 2021
OWNER: Prospera Senior Living, LLC
PETITIONER: Greg Beliveau, LPG URP
PROJECT: Lee School Mixed Use Development
REQUEST: Small Planned Unit Development
CASE NO.: SSCP-20-291/SPUD-20-292

GENERAL LOCATION:

The property is generally located north of West Main Street, west of Lee Street, south of West Line Street and east of Perkins Street.

FUTURE LAND USE DESIGNATION:

Low Density Residential

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Low Density Residential
South – Low Density Residential
East – Low Density Residential
West – Low Density Residential

PROPOSED FUTURE LAND USE DESIGNATION: Low Density Residential

EXISTING ZONING DESIGNATION: SPUD (Small Planned Unit Development)

SURROUNDING ZONING DESIGNATIONS:

North – R-2 (Medium Density Residential)
South – R-2 (Medium Density Residential)
East – R-2 (Medium Density Residential)
West – R-1 (Low Density Residential)

PROPOSED ZONING DESIGNATION:

SPUD (Small Planned Unit Development)

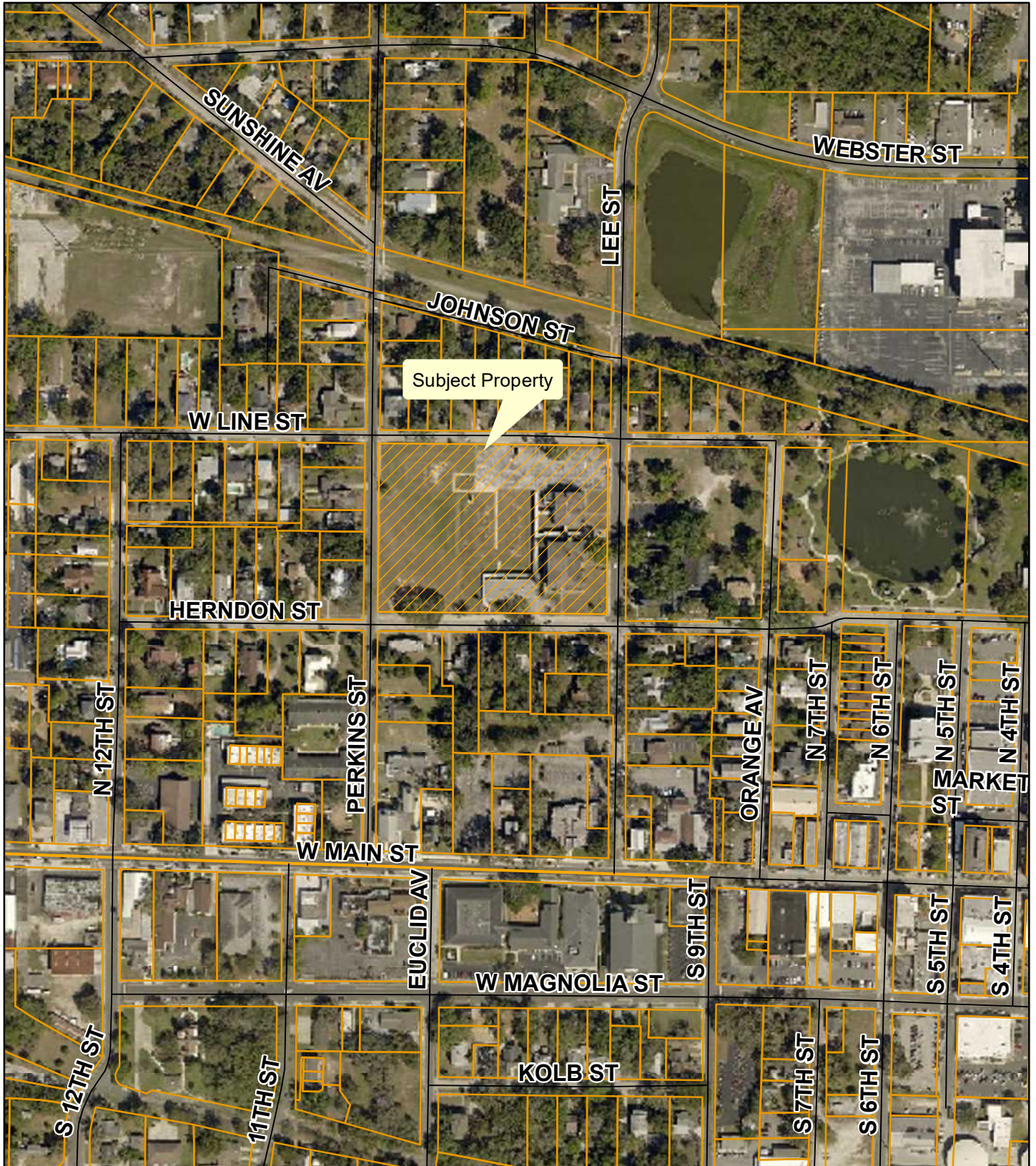
EXISTING LAND USE: Former Lee School, vacant buildings

SURROUNDING LAND USE:

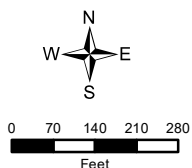
North – Single Family Residential; Multi-Family Residential
South – Single Family Residential; Multi-Family Residential
East – Institutional
West – Single Family Residential

PROPOSED LAND USE: Mixed use residential development

Aerial

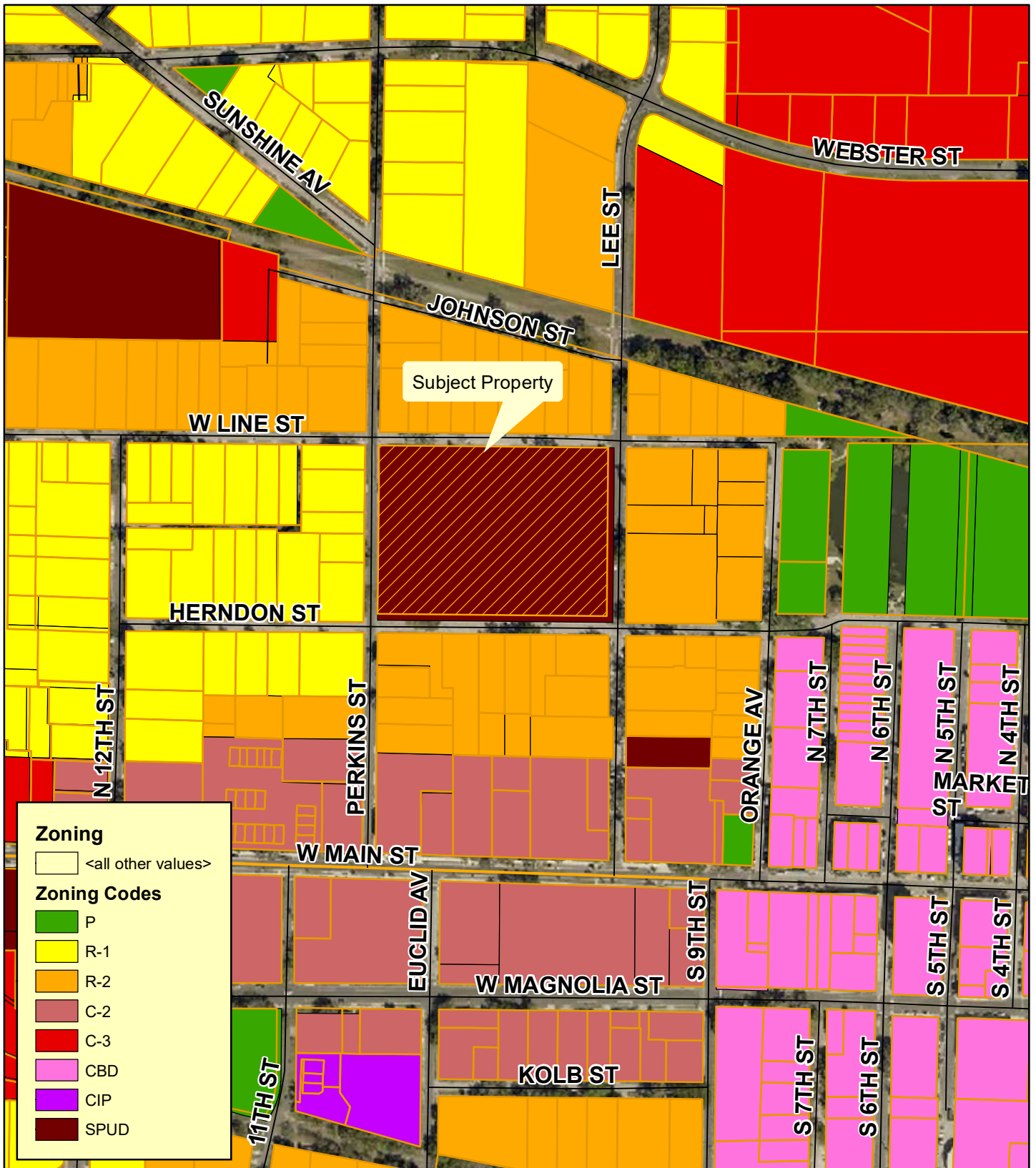


**Planning
& Zoning
Division**

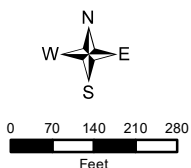


SPUD-20-292 Lee Street Village
Alternate Key #: 1263671
Address: 207 Lee Street
Section 26, Township 19 South, Range 24 East
December 3, 2020

Zoning

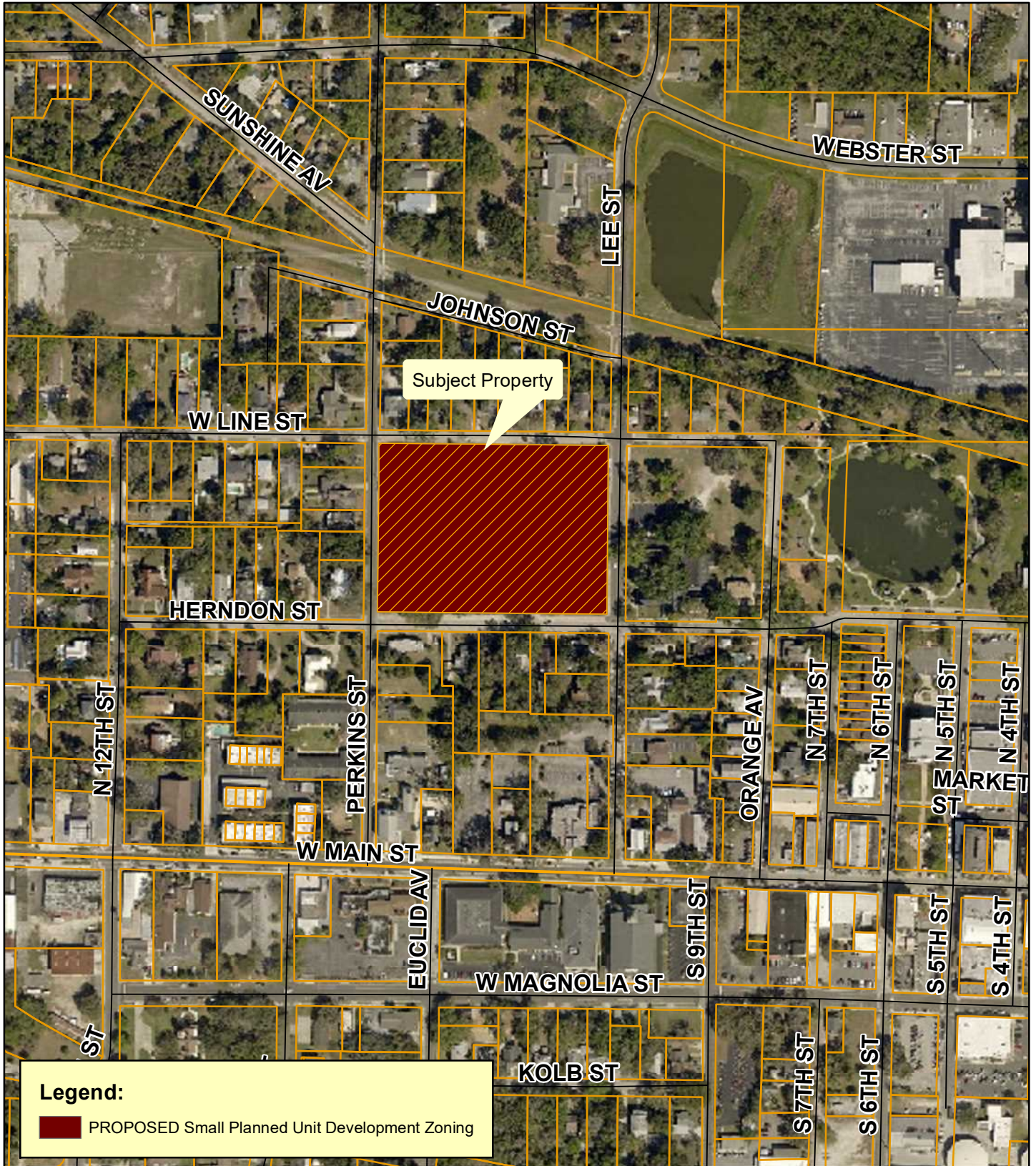


**Planning
& Zoning
Division**

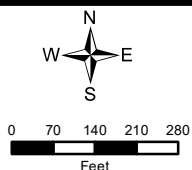


SPUD-20-292 Lee Street Village
 Alternate Key #: 1263671
 Address: 207 Lee Street
 Section 26, Township 19 South, Range 24 East
 December 3, 2020

PROPOSED Zoning

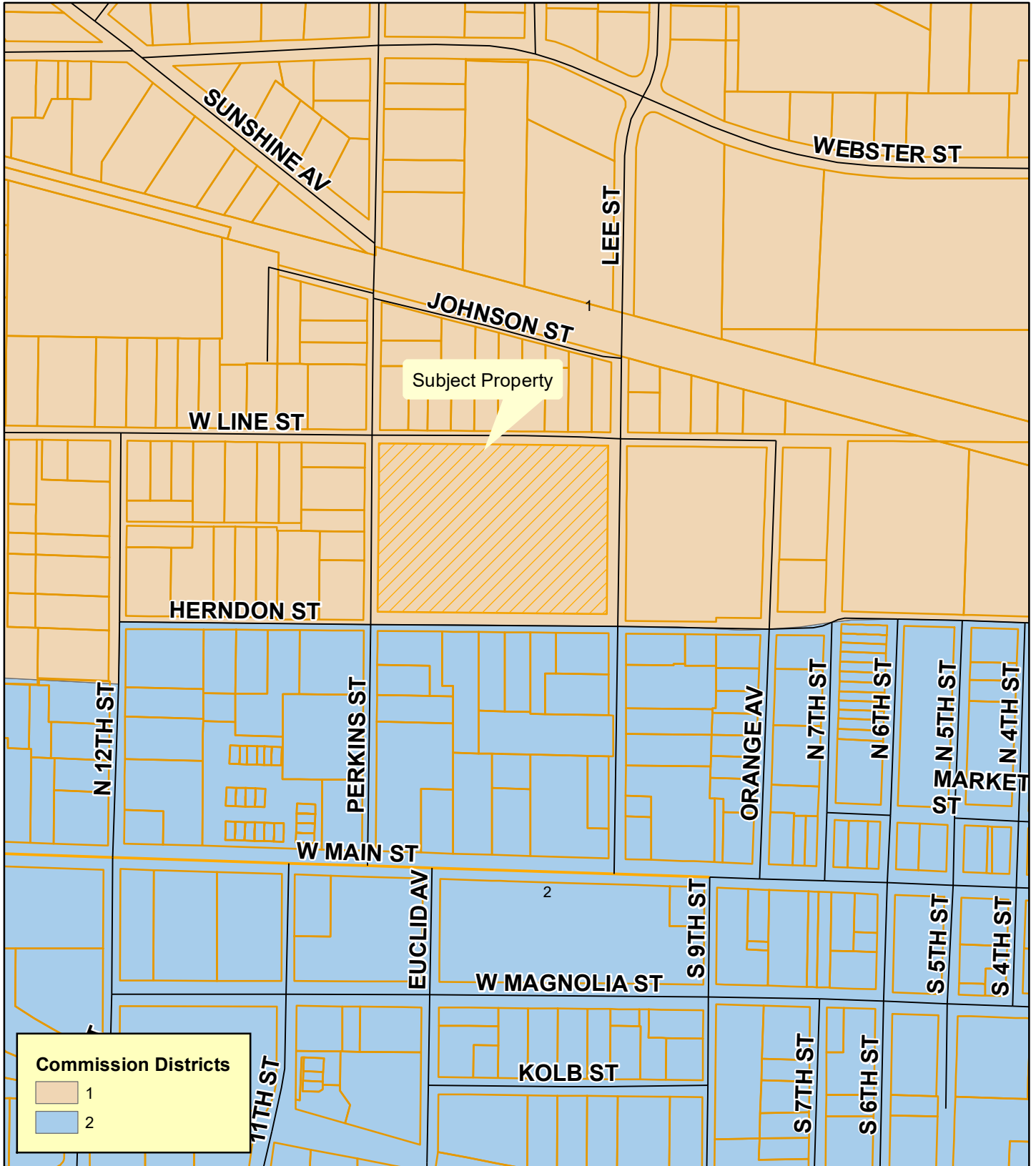


**Planning
& Zoning
Division**

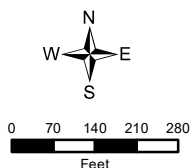


SPUD-20-292 Lee Street Village
Alternate Key #: 1263671
Address: 207 Lee Street
Section 26, Township 19 South, Range 24 East
December 3, 2020

Commission District



**Planning
& Zoning
Division**



SPUD-20-292 Lee Street Village

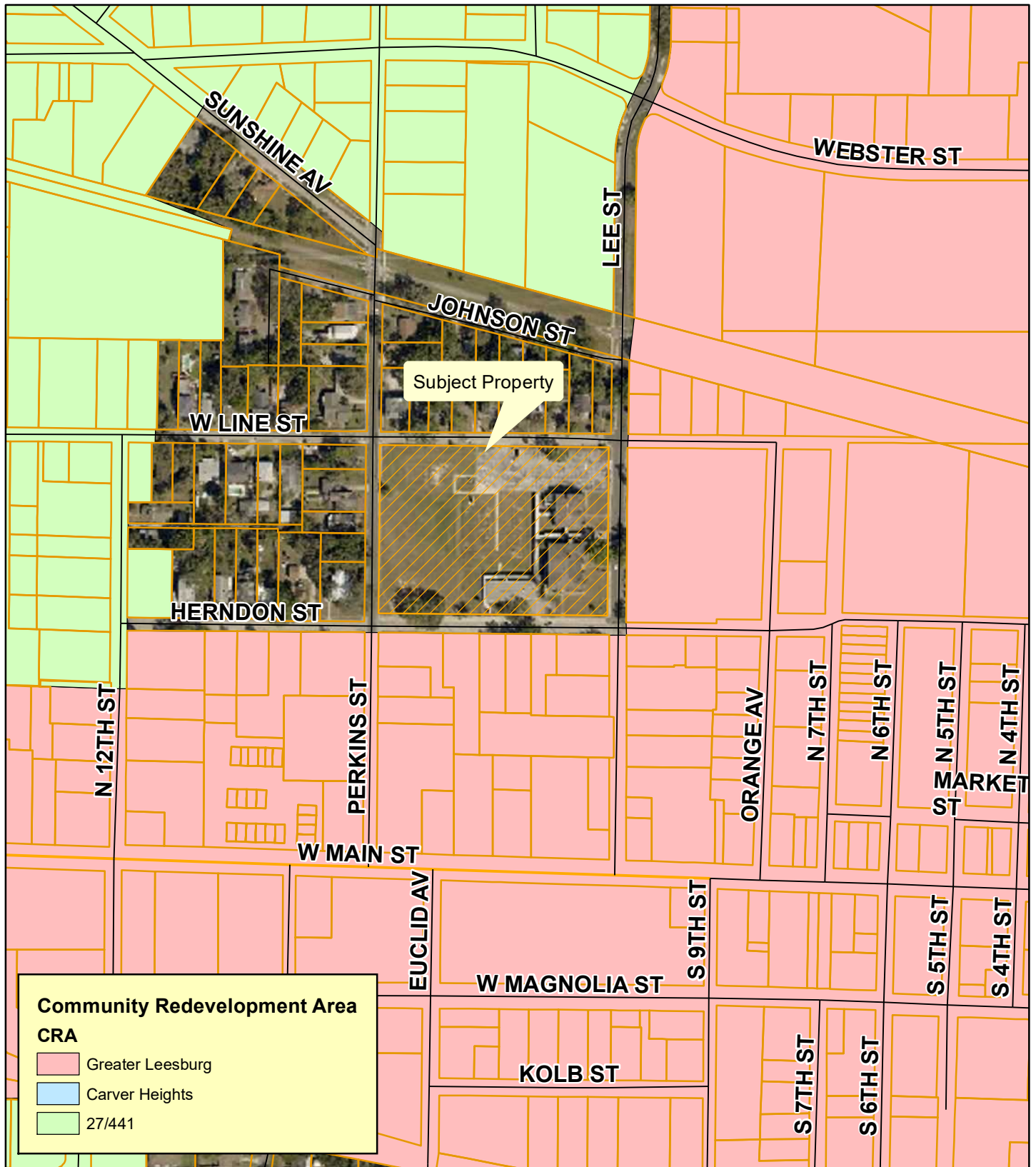
Alternate Key #: 1263671

Address: 207 Lee Street

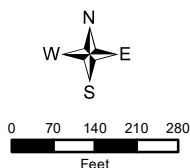
Section 26, Township 19 South, Range 24 East

December 3, 2020

Community Redevelopment Area



**Planning
& Zoning
Division**



SPUD-20-292 Lee Street Village

Alternate Key #: 1263671

Address: 207 Lee Street

Section 26, Township 19 South, Range 24 East

December 3, 2020



Public Notice sign posting looking east on subject property.



Public Notice sign posting close-up on subject property.



Looking south along Perkins Street from subject property.



Looking west across Perkins Street from subject property.



Looking north along Perkins Street from subject property.



Public Notice sign posting on subject property along Herndon Street.



Public Notice sign posting on subject property close-up along Herndon Street.



Looking west along Herndon Street from sign posting.



Looking south across Herndon Street from sign posting.



Looking east along Herndon Street from sign posting.



Public Notice sign posting on Lee Street.



Close-up of Public Notice sign posting on Lee Street.



Looking north along Lee Street from sign posting.



Looking south along Lee Street from sign posting.



Looking east across Lee Street from sign posting.



Public Notice sign posting on West Line Street.



Close-up of Public Notice Sign posting on West Line Street



Looking west along West Line Street from Public Notice Sign posting.



Looking north across West Line Street from Public Notice Sign posting.



Looking east along West Line Street from Public Notice Sign posting.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.4.

Meeting Date: February 22, 2021

From: Dan Miller, (Planning and Zoning Manager)

Subject: An Ordinance of the City of Leesburg, Florida, amending the City of Leesburg Comprehensive Plan to establish criteria for a Historic District Density Bonus, based on certain criteria, establishing appropriate policies to ensure compatibility, providing for conflict with other ordinances, providing a savings clause; and providing an effective date.
(CPTA Historic District Density Bonus)

Staff Recommendation:

Staff recommends approval of the request to amend the Future Land Use Element of the Comprehensive Plan to include language for a "Historic District Density Bonus Program".

Analysis:

In an effort to create economic incentives and additional development opportunities, a new land development code section has been submitted to the Commission with the intent of allowing, under specified conditions, additional density/intensity in the City of Leesburg Historic District. Along with this code section, Staff is requesting language to amend the Future Land Use Element of the Comprehensive Plan to create a new Policy to address this opportunity. As shown on the attached map, the district covers downtown Leesburg and the surrounding area. This ordinance will allow locations which are at least one acre to increase the overall density or intensity of a proposed development, as long as the proposal supports the downtown area and local historic regulations. Approval of this amendment will allow an opportunity to increase the allowable density, under qualifying conditions, within the Historic District.

The proposed request will help ensure appropriate land use compatibility while encouraging new economic development within the Historic District and downtown. The requests will be reviewed on a case-by-case basis, under specified criteria in the Land Development Regulations, Chapter 25, City of Leesburg, Code of Ordinances.

On January 21, 2021, the Planning Commission recommended approval by a vote of 5-0.

Procurement Analysis:

N/A

Options:

1. Approve the proposed amendment to the Future Land Use Element of the Comprehensive Plan; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

No direct fiscal impact is anticipated as a result of this action.

Submission Date and Time: 2/17/2021 1:26:51 PM

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING THE CITY OF LEESBURG COMPREHENSIVE PLAN TO ESTABLISH CRITERIA FOR A HISTORIC DISTRICT DENSITY BONUS, BASED ON CERTAIN CRITERIA, ESTABLISHING APPROPRIATE POLICIES TO ENSURE COMPATIBILITY, PROVIDING FOR CONFLICT WITH OTHER ORDINANCES, PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE. (CPTA HISTORIC DISTRICT DENSITY BONUS)

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

The City of Leesburg Comprehensive Plan and Future Land Use Element shall be amended as attached and incorporated as Exhibits A and B of this Ordinance.

Section I.

Based upon the petition of Barry Mansfield, Cullison Wright Development (Greg Beliveau, Petitioner) for the area 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 City of Leesburg Comprehensive Plan and Future Land Use Element shall be amended as attached and incorporated as Exhibits A and B of this Ordinance, and transmitted to the Florida Department of Economic Opportunity for review.

Section II.

In the event of any conflict between this Ordinance and any other portion of the Code of Ordinances, the provisions of this Ordinance shall take precedence.

Section III.

If any portion of this Ordinance is declared invalid or unenforceable, and to the extent that it is possible to do so without destroying the overall intent and effect of this Ordinance, the portion deemed invalid or unenforceable shall be severed here from and the remainder of the ordinance shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

Section IV.

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 _____ 2021.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

EXHIBIT A – PROPOSED COMPREHENSIVE PLAN AMENDMENT

Future Land Use Element Policy 1.1.8

Policy 1.1.8

The city shall create a “Historic District Density Bonus Program” under Chapter 25, Zoning, City of Leesburg Code of Ordinances, which shall provide an opportunity for an increase in density /intensity of proposed or existing structures, for properties to be developer or redeveloped, which is consistent with the Historic District requirements of Chapter 26, City of Leesburg, Code Ordinances.



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
VENETIAN CENTER
THURSDAY, JANUARY 21ST, 2020 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, January 21st, 2021, at Venetian Center.

Chairman Ted Bowersox called the meeting to order at 4:30 p.m.

The following Commission members were present:

Tim Sennett – Vice-Chairman
Frazier Marshall
Michael Fitzpatrick
Alfred Haliday
Nathaniel Sanders
Ze'Shieca Carter

The following Commission members were absent:

Ted Bowersox
John O'Kelley
Chris Wood

City staff in attendance included Dan Miller, Planning & Zoning Manager, Dianne Pacewicz, Planner, Kandi Harper, Senior Planner, Sabrina Mitchell, Administrative Assistant II, and City Attorney Fred Morrison was also present.

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

Dan Miller informed the audience of the rules of participation and the need to sign the speaker's registry. He also informed Commissioners and the audience that the City Commission meeting dates are tentatively scheduled.

**DRAFT SUMMARY MINUTES OF THE PLANNING COMMISSION MEETING
FOR THURSDAY, DECEMBER 17TH, 2020**

Commissioner Carter moved to APPROVE the draft minutes from the DECEMBER 17TH, 2020 meeting. Commissioner Fitzpatrick SECONDED the motion, which PASSED by a vote of 6- 0.

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

1. PUBLIC HEARING CASE #CPTA-20-178 – HISTORIC PRESERVATION DISTRICT DENSITY BONUS – COMPREHENSIVE PLAN TEXT AMENDMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING THE CITY OF LEESBURG COMPREHENSIVE PLAN TO ESTABLISH CRITERIA FOR DENSITY BONUS BASED ON CERTAIN CRITERIA, ESTABLISHING APPROPRIATE POLICIES TO ENSURE COMPATIBILITY; PROVIDING FOR CONFLICT WITH OTHER ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, FEBRUARY 22, 2021 AND SECOND READING ON MONDAY, APRIL 12, 2021)** (Lee Street Village)

Mr. Miller stated we have two new cases and would like to speak about both cases together.

Dan Miller introduced case number #CPTA-20-178 – Historic Preservation District Density Bonus – Comprehensive Plan Text Amendment and case number #AMDT-20-279 – Historic Preservation District Density Bonus – Land Development Regulation Amendment Section 25 - 292 (25) into the record and entered the exhibits into the record with maps; Historic District, and photo exhibits, staff summary, departmental review summary, and staff recommendations.

Mr. Miller gave a background and explanation of the overall development, comprehensive plan text amendment; create a policy in the Future Land Use Element; allow the city to create a Density Bonus within Historic District, land development regulation; zoning code amendment; Chapter 25; create the process and procedures, Leesburg Historic District, went over Historic District area map; includes downtown Leesburg and some areas to south and west, proposing Ordinance, adopt; exhibit, proposed Comprehensive Plan Amendment Future Land Element Policy 1.1.8 and read Ordinance into the record, and went over Ordinance Section 25-292 (25), read into the record, and goes over requirements in code.

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

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

Vice-Chairman Sennett stated if any questions from Staff.

Commissioners and Mr. Miller discussed clarification on page 3 of 7 item 1 (underutilized property; someone has property in that area; rental property, unable to rent for a year; no utilities, Mr. Miller replied if they could collect one full acre of land; one contiguous area, single-family home; can't do that; collect enough land; one full acre, CRA, Mr. Miller replied most of the area falls under CRA, gives one carat, Historic District zoning; started/stopped; Mr. Miller gave a brief explanation of the Historic District, and stated if the program works here it could work in other areas; good ex: Mike and Pine St; Carver area; excellent area, start here; potentially expand or creates new programs; additional areas, any area that contains a concentration of underutilized area or slum; or abandoned properties; good carat; hoping very successful, move to other areas, change amount of land needed; based on area, need somewhere to start, beneficial/biggest hurdle; assistant living. Mr. Miller stated long term ownership time period; can't take care of property anymore; supports strength of downtown; housing supporting business downtown, consider assistant living; review procedure; intense review; public/staff, encouraged good positive development; potential to expand it.

Vice-Chairman Sennett stated any questions or comments from the public, and then closed the discussion from the public.

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

Commissioner Haliday made a MOTION for APPROVAL of case # CPTA-20-178 – HISTORIC PRESERVATION DISTRICT DENSITY – COMPREHENSIVE PLAN TEXT AMENDMENT Commissioner Fitzpatrick SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 6- 0.

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

2. PUBLIC HEARING CASE #AMDT-20-279 – HISTORIC PRESERVATION DISTRICT DENSITY BONUS – LAND DEVELOPMENT REGULATION AMENDMENT SECTION 25 – 292 (25)

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING CITY OF LEESBURG LAND DEVELOPMENT REGULATIONS BY ESTABLISHING CRITERIA FOR DENSITY BONUSES IN ARTICLE IV – SECTION 25-292 SUPPLEMENTAL DISTRICT REQUIREMENTS; PROVIDING FOR CONFLICT WITH OTHER ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, FEBRUARY 22, 2021 AND SECOND READING ON MONDAY, APRIL 12, 2021)** (Lee Street Village)

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

Commissioner Fitzpatrick made a MOTION for APPROVAL of case # AMDT-20-279 – HISTORIC PRESERVATION DISTRICT DENSITY BONUS – LAND DEVELOPMENT REGULATION AMENDMENT SECTION 25 - 292 (25) Commissioner Haliday SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 6- 0.

Vice-Chairman Sennett called for the sixth case under new business be brought forward.

DISCUSSION

None.

ANNOUNCEMENTS

Motion made to adjourn meeting by Commissioner Marshall and seconded by Commissioner Carter.

ADJOURNMENT

Approximately 5:35 p.m.

Tim Sennett, Vice-Chairman

Sabrina Mitchell, Administrative Assistant II



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

PROJECT: Comprehensive Plan Text Amendment
REQUEST: Historic District Density Bonus Policy
CASE NO.: CPTA-20-178
MEETING DATE: January 21, 2021

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed request to amend the City's Comprehensive Plan Future Land Use Element as shown in *Exhibit A*, is consistent with appropriate legally mandated planning and development practices in Florida, including the adoption of appropriate land development regulations.
2. The proposed request is consistent with the Comprehensive Plan, Future Land Use Element under Objective 1.1 ***Land Use Categories and Overlays***, Policy 1.12., which states "The City shall adopt maximum densities and intensities for each land use category which encourage economic development while protecting the natural environment...).
3. The proposed request will help ensure appropriate land use compatibility while encouraging new economic development within the Historic District by allowing higher density/intensity, reviewed on a case-by-case bases, under specified criteria in the Land Development Regulations, chapter 25, City of Leesburg, Code of Ordinances.
4. The proposed request will support the Downtown Master Plan and economic activity in downtown Leesburg.

Action Requested:

1. Vote to approve proposed amendment to the City's Comprehensive Plan, Future Land Use Element together with *Exhibits A and B* attached hereto, and forward to the City Commission for consideration.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.5.

Meeting Date: February 22, 2021

From: Dan Miller, (Planning and Zoning Manager)

Subject: An Ordinance of the City of Leesburg, Florida, amending the City of Leesburg Land Development Regulations by establishing criteria for density bonuses in Article IV – Section 25-292 *Supplemental District Requirements*; providing for conflict with other ordinances, providing a savings clause; and providing an effective date. (Historic District Density Bonus Chapter 25)

Staff Recommendation:

Staff recommends approval of the proposal to amend the City's Land Development Regulations to create Section 25-292(25) "Historic District Density Bonus".

Analysis:

In an effort to create economic incentives and additional development opportunities, a new code section has been created with the intent of allowing, under specified conditions, additional density/intensity in the City of Leesburg Historic District. As shown on the attached map, the district covers downtown Leesburg and the surrounding area. This ordinance will allow locations which are at least one acre to increase the overall density or intensity of a proposed development, as long as the proposal supports the downtown area and local historic regulations.

The proposed request will help ensure appropriate land use compatibility while encouraging new economic development within the Historic District and downtown. The requests will be reviewed on a case-by-case basis, under specified criteria in the Land Development Regulations, Chapter 25, City of Leesburg, Code of Ordinances.

On January 21, 2021, the Planning Commission recommended approval by a vote of 5-0.

Procurement Analysis:

N/A

Options:

1. Approve the proposal to add Section 25-292(25) "*Historic District Density Bonus*"; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Approval of this ordinance will have no immediate fiscal impact. Future development of sites contemplated by this ordinance will provide increased property values and utility fees.

Submission Date and Time: 2/17/2021 1:28:26 PM

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING THE CITY OF LEESBURG LAND DEVELOPMENT REGULATIONS BY ESTABLISHING CRITERIA FOR DENSITY BONUSES IN ARTICLE IV – SECTION 25-292 *SUPPLEMENTAL DISTRICT REQUIREMENTS*; PROVIDING FOR CONFLICT WITH OTHER ORDINANCES, PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE. (HISTORIC DISTRICT DENSITY BONUS CHAPTER 25)

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

SECTION I.

CHAPTER 25- Section 25-292 (25)

The Code of Ordinances of the City of Leesburg, Florida, Chapter 25, is hereby amended as follows:
Article IV, Section 25-292 (25) Historic District Density Bonus.

1) Short title.

This article shall be known and may be cited as "The City of Leesburg Historic District Density Bonus Program".

2) Definitions.

For the purpose of this article, the following terms shall apply:

- a) Commercial - means a property use that is for the distribution or sale of goods, or the provision of services, including all uses as defined as commercial uses by the City of Leesburg Code of Ordinances, Section 25-280 Table of Uses.
- b) Construction – means any activity produced by or incidental to the erection, demolition, assembling, altering, installing or equipping of buildings, public or private highways, roads, premises parks, utility lanes or other property, including, but not limited to, related activities such as land clearing, grading, earthmoving, excavation, blasting, filling and landscaping but not including agriculture.
- c) Demolition – means any dismantling, intentional destruction or removal of buildings or structures.
- d) Emergency Work – means work made necessary to restore property to a safe condition following a public calamity or work necessary to protect persons or property from an imminent exposure to danger.
- e) Historic District – The area shall be defined as the properties lying within the Leesburg Historic District Map as amended.
- f) Industrial - means property use that is for the fabrication, manufacturing, shipping, or production of durable or nondurable goods
- g) Motor Vehicles – includes but not limited to automobiles, trucks, buses, mopeds, minibikes and other vehicles as defined by the Florida Highway Safety and Motor Vehicles.
- h) Multi-Use means property that includes a building(s) or structure(s) which contains or is zoned for both commercial and residential uses
- i) Public right-of-way – means any street, avenue, boulevard, highway, sidewalk or alley, or

similar place normally accessible to the public used for roadway design, movement or conveyance which is owned or controlled by a governmental entity.

j) Public Space – means any real property or structures thereon that are owned, leased or controlled by a government entity.

k) Residential - means property used for residential purposes, including but not limited to, single-family residences, duplex, triplex, multi-family residences, condominiums, apartments, hotels, motels, and assisted living facilities, and as defined by the City of Leesburg Code of Ordinances, Chapter 25-284, Table of Uses.

l) Underutilized property – shall mean a property which is abandoned, has no regular utility service, and has not been continuously occupied for at least a one-year period prior to approval of a bonus prescribed herein.

m) Slum property – shall be used to describe a property which meets the criteria for underutilized property, plus has not had regular maintenance, repair for a period of at least two years.

n) Blighted property – shall indicate an ongoing need for maintenance, repair, occupation, and meets the descriptions of both underutilized and blighted property.

3) Purpose and Intent.

a) Purpose. It shall be the purpose of this chapter is to create an environment for new economic development and redevelopment within the Historic District of the City of Leesburg, Florida. This purpose shall be accomplished through the use of regulations that encourage economic activity to stimulate development and redevelopment within the established district.

b) Intent. It shall be the intent of this ordinance to provide new opportunities that allow for an increase in density or intensity of proposed new structures or, the redevelopment of existing structures, which will create a positive benefit to the overall economic health and level of construction and economic activity within the city's Historic District.

4) Eligibility of Property

a) Residential, Commercial and Multi-Use properties may be considered for inclusion in this program. Said properties shall consist of not less than one (1) acre of total land area, either single lots or combined, shall be contiguous by one or more boundary areas, and shall be located entirely within the approved Historic District as amended.

5) Criteria for Consideration

To be considered for inclusion in the City of Leesburg Historic Density Bonus program, the following criteria shall be considered by staff.

a) Projects shall be considered on an individual basis by City staff, the Historic Preservation Board and City Commission. Eligibility considerations shall include:

b) Projects shall consist of at least one acre of land, whether a single parcel or multiple parcels combined into one overall plan.

c) All land under consideration shall be located within the Leesburg Historic District map, as may be amended from time to time.

d) Projects that remove the conditions of slum, blight or underutilization properties, and/or maintain existing historic structures.

- e) Proposed development that supports goals of the Downtown Master Plan adopted by the City of Leesburg in 2020, as amended.
- f) Development plans that create new investment within the Historic District and extend benefits toward the Central Business District, such as shopping, dining, entrepreneurial activity.
- g) Proposed development plans that maintain or expand on architectural features to promote historic facades.
- h) The maximum allowable density shall be a bonus of 75% in either land use density, square footage of the project or, a one-time density adjustment to the next highest Future Land Use Category, as determined by review of staff and recommendations by the Historic Preservation Board and City Commission. At no time shall the integrity or purpose of the Historic District be negatively impacted, and all reviews and construction shall be conducted under the City of Leesburg Code of Ordinances and adopted building code.
- i) Priority consideration will be given to projects which create additional community walkability, including those near the existing or planned trail system, and those that support the City's Downtown Master Plan, as amended.

6) Review Procedures

Review of each case shall be made on a case by case basis, in the manner set forth below, with each review step performed in the same manner and procedures as a zoning case as required by the City of Leesburg, Code of Ordinances. Recommendations may be in the form an approval, denial or a recommendation that states conditions which would allow the proposal to be acceptable to the City. Prior to public hearings, staff shall negotiate in good faith for provisions to minimize any potential negative impacts and recommend to the applicant such provisions.

- a) Staff Review
 - i. A complete application shall be submitted to the Planning & Zoning staff on forms provided by the City of Leesburg, and processed under the same terms and timelines used for zoning cases reviewed by the City of Leesburg.
 - ii. Staff shall review the application and confirm that all required information is provided. Incomplete applications may be returned to the applicant for additional information.
 - iii. Staff shall then review and process the application and provide a recommendation regarding the case, and forward the recommendation to the Historic Board for consideration.
- b) Historic Board Review
 - i. The Historic Preservation Board shall consider each case and make a written recommendation to City Commission to approve, deny or approve with conditions for each application.
- c) Planning Commission Review
 - i. The Planning Commission shall review and provide comment and recommendations on cases that involve zoning, conditional use, variances. planned districts/overlays and all other cases that require review by the Planning Commission by the City of Leesburg Code of Ordinances.
 - ii. The Planning Commission shall not be required to review cases that do not involve a zoning case as noted above and required by City of Leesburg Code of Ordinances.
 - iii. These reviews shall be conducted in the same manner as provided for reviewing zoning cases under the City of Leesburg Code of Ordinances.

- d) City Commission Decision
 - i. The City Commission shall review each application and provide a final decision regarding each application in the manner, form and procedures of a zoning case as required by the City of Leesburg Code of Ordinances.

7) Chart 1: Maximum Density/Intensity

- a) Chart 1 establishes the maximum densities/intensities which may be considered under an application. Density increases shall be based on the maximum allowed by the future land use district for the property. Intensity increases shall be based on no more than the maximum allowed under the existing zoning district for the property. Each request shall be considered on a case-by-case basis.

Chart 1

	<u>Density*</u>	<u>Intensity**</u>
Residential	75%	NA
Multi-Use	50%(residl)	50% (comm)
Commercial	NA	75%

* Density increase over maximum density allowed in Future Land Use category of the property

** Intensity increase over maximum allowed by Chapter 25 Code of Ordinances

- b) For purposes of this ordinance, the final approval of one request, shall not be considered to create, form or be considered a precedent for consideration of any other case. It is the intent of this ordinance that each case shall receive a final approval or disapproval based on the specific benefits as required herein.

SECTION II.

If any portion of this ordinance is declared invalid or unenforceable, then to the extent it is possible to do so without destroying the overall intent and effect of this ordinance, the portion deemed invalid or unenforceable shall be severed here from and the remainder of this ordinance shall continue in full force and effect as if it were enacted without the portion found to be invalid or unenforceable.

SECTION III.

Conflict.

All ordinances or parts of ordinances which are in conflict with this ordinance are hereby repealed, to the extent necessary to alleviate the conflict, but shall continue in effect insofar as they are not in conflict herewith, unless repeal of the conflicting portion destroys the overall intent and effect of any of the conflicting ordinances, in which case those ordinances so affected shall be hereby repealed in their entirety.

SECTION IV.

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 _____, 2021.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

City of Leesburg
Downtown Historic District Boundary

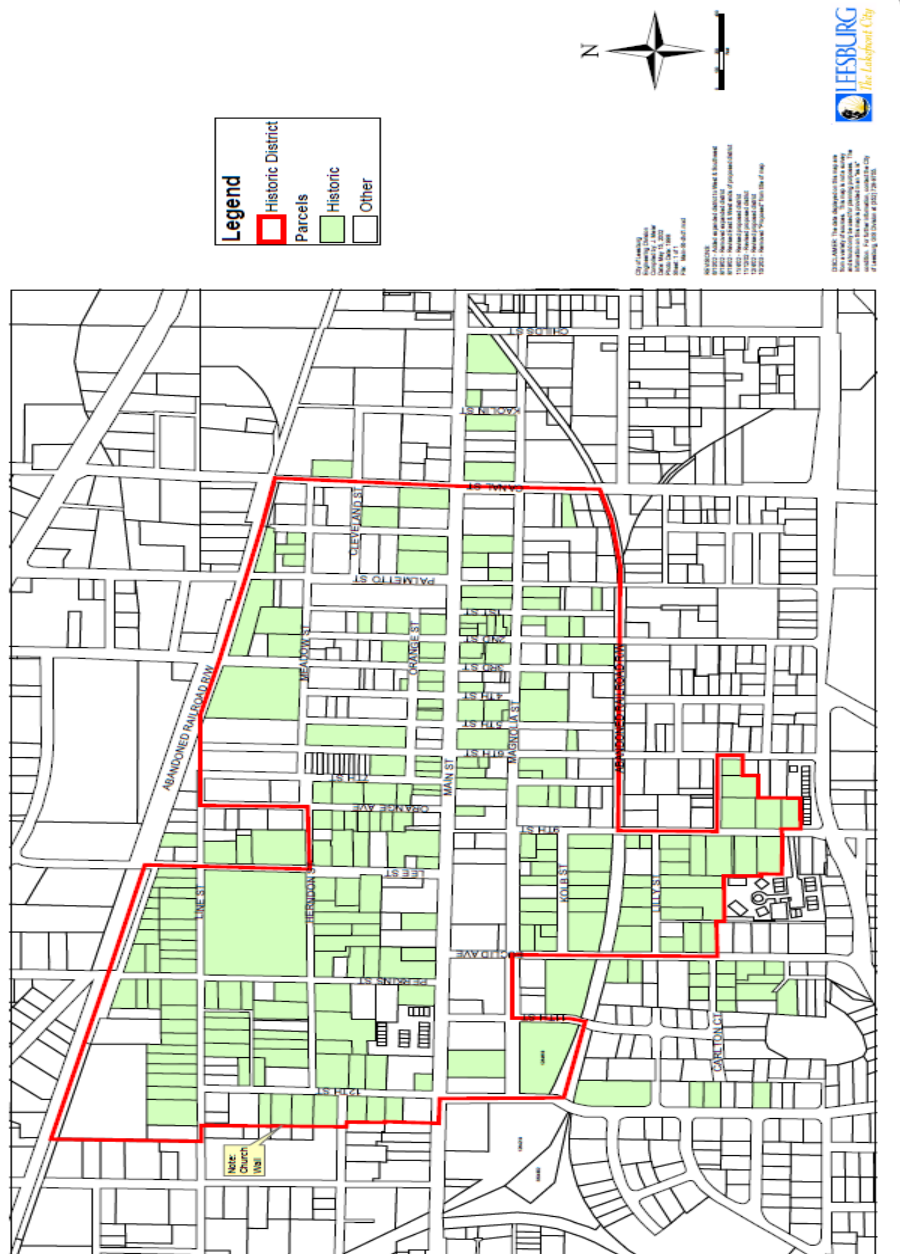
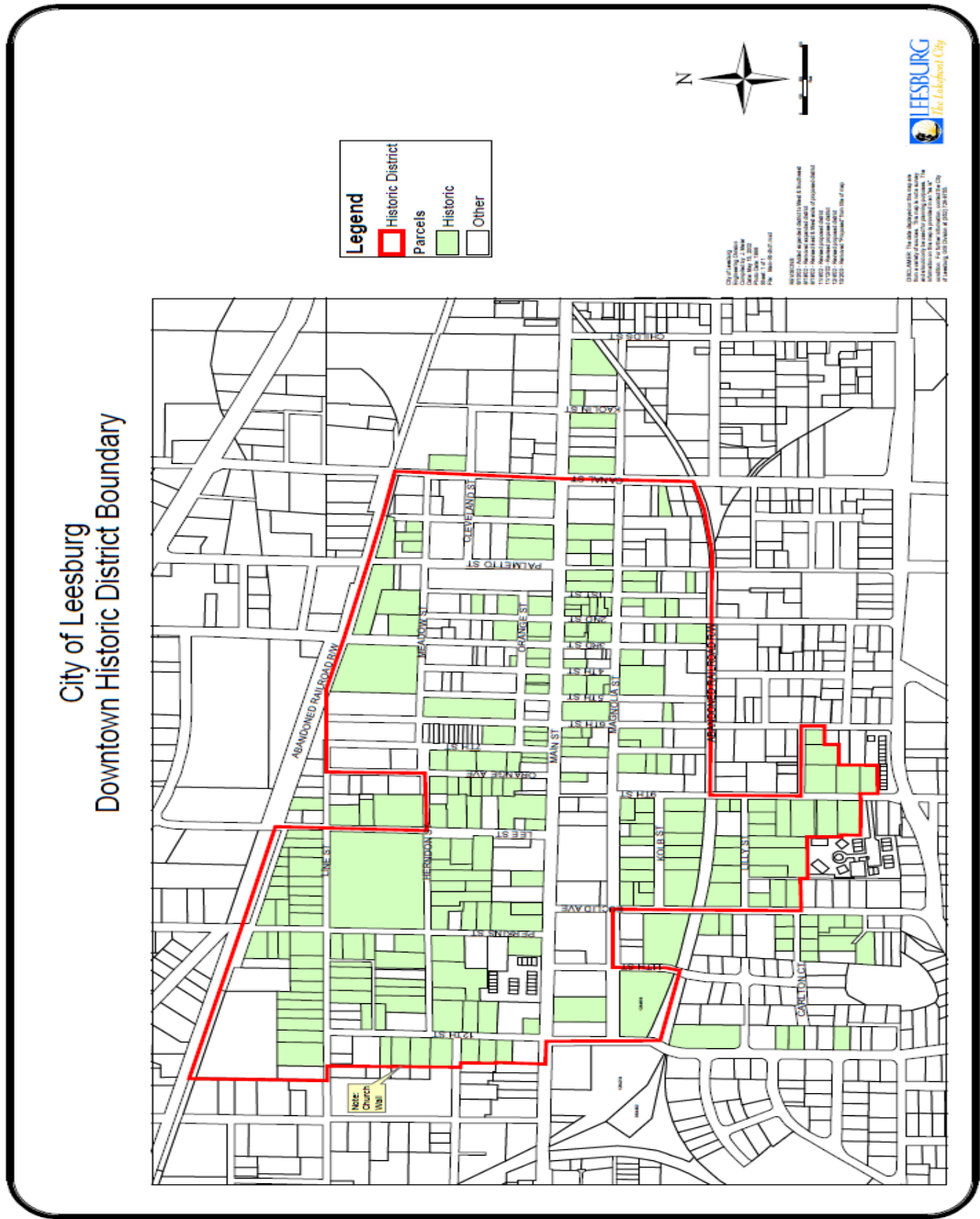


EXHIBIT A – LEESBURG DOWNTOWN HISTORIC DISTRICT BOUNDARY





DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
VENETIAN CENTER
THURSDAY, JANUARY 21ST, 2020 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, January 21st, 2021, at Venetian Center.

Chairman Ted Bowersox called the meeting to order at 4:30 p.m.

The following Commission members were present:

Tim Sennett – Vice-Chairman
Frazier Marshall
Michael Fitzpatrick
Alfred Haliday
Nathaniel Sanders
Ze'Shieca Carter

The following Commission members were absent:

Ted Bowersox
John O'Kelley
Chris Wood

City staff in attendance included Dan Miller, Planning & Zoning Manager, Dianne Pacewicz, Planner, Kandi Harper, Senior Planner, Sabrina Mitchell, Administrative Assistant II, and City Attorney Fred Morrison was also present.

The meeting opened with an invocation given by Vice-Chairman Sennett, 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.

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

1. **PUBLIC HEARING CASE #CPTA-20-178 – HISTORIC PRESERVATION DISTRICT DENSITY BONUS – COMPREHENSIVE PLAN TEXT AMENDMENT**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING THE CITY OF LEESBURG COMPREHENSIVE PLAN TO ESTABLISH CRITERIA FOR DENSITY BONUS BASED ON CERTAIN CRITERIA, ESTABLISHING APPROPRIATE POLICIES TO ENSURE COMPATIBILITY; PROVIDING FOR CONFLICT WITH OTHER ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, FEBRUARY 22, 2021 AND SECOND READING ON MONDAY, APRIL 12, 2021)** (Lee Street Village)

Mr. Miller stated we have two new cases and would like to speak about both cases together.

Dan Miller introduced case number #CPTA-20-178 – Historic Preservation District Density Bonus – Comprehensive Plan Text Amendment and case number #AMDT-20-279 – Historic Preservation District Density Bonus – Land Development Regulation Amendment Section 25 - 292 (25) into the record and entered the exhibits into the record with maps; Historic District, and photo exhibits, staff summary, departmental review summary, and staff recommendations.

Mr. Miller gave a background and explanation of the overall development, comprehensive plan text amendment; create a policy in the Future Land Use Element; allow the city to create a Density Bonus within Historic District, land development regulation; zoning code amendment; Chapter 25; create the process and procedures, Leesburg Historic District, went over Historic District area map; includes downtown Leesburg and some areas to south and west, proposing Ordinance, adopt; exhibit, proposed Comprehensive Plan Amendment Future Land Element Policy 1.1.8 and read Ordinance into the record, and went over Ordinance Section 25-292 (25), read into the record, and goes over requirements in code.

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

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

Vice-Chairman Sennett stated if any questions from Staff.

Commissioners and Mr. Miller discussed clarification on page 3 of 7 item 1 (underutilized property; someone has property in that area; rental property, unable to rent for a year; no utilities, Mr. Miller replied if they could collect one full acre of land; one contiguous area, single-family home; can't do that; collect enough land; one full acre, CRA, Mr. Miller replied most of the area falls under CRA,

gives one carat, Historic District zoning; started/stopped; Mr. Miller gave a brief explanation of the Historic District, and stated if the program works here it could work in other areas; good ex: Mike and Pine St; Carver area; excellent area, start here; potentially expand or creates new programs; additional areas, any area that contains a concentration of underutilized area or slum; or abandoned properties; good carat; hoping very successful, move to other areas, change amount of land needed; based on area, need somewhere to start, beneficial/biggest hurdle; assistant living. Mr. Miller stated long term ownership time period; can't take care of property anymore; supports strength of downtown; housing supporting business downtown, consider assistant living; review procedure; intense review; public/staff, encouraged good positive development; potential to expand it.

Vice-Chairman Sennett stated any questions or comments from the public, and then closed the discussion from the public.

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

Commissioner Haliday made a MOTION for APPROVAL of case # CPTA-20-178 – HISTORIC PRESERVATION DISTRICT DENSITY – COMPREHENSIVE PLAN TEXT AMENDMENT Commissioner Fitzpatrick SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 6- 0.

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

2. PUBLIC HEARING CASE #AMDT-20-279 – HISTORIC PRESERVATION DISTRICT DENSITY BONUS – LAND DEVELOPMENT REGULATION AMENDMENT SECTION 25 – 292 (25)

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING CITY OF LEESBURG LAND DEVELOPMENT REGULATIONS BY ESTABLISHING CRITERIA FOR DENSITY BONUSES IN ARTICLE IV – SECTION 25-292 SUPPLEMENTAL DISTRICT REQUIREMENTS; PROVIDING FOR CONFLICT WITH OTHER ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, FEBRUARY 22, 2021 AND SECOND READING ON MONDAY, APRIL 12, 2021)** (Lee Street Village)

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

Commissioner Fitzpatrick made a MOTION for APPROVAL of case # AMDT-20-279 – HISTORIC PRESERVATION DISTRICT DENSITY BONUS – LAND DEVELOPMENT REGULATION AMENDMENT

SECTION 25 - 292 (25) Commissioner Haliday SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 6- 0.

DISCUSSION

None.

ANNOUNCEMENTS

Motion made to adjourn meeting by Commissioner Marshall and seconded by Commissioner Carter.

ADJOURNMENT

Approximately 5:35 p.m.

Tim Sennett, Vice-Chairman

Sabrina Mitchell, Administrative Assistant II