

**AGENDA
CITY COMMISSION MEETING
VENETIAN CENTER, 1 DOZIER COURT
MONDAY, MARCH 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. THE Spring Games at Sleepy Hollow Wrap-up

B. September 30, 2020 CAFR Review by MSL

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 March 8, 2021

B. PURCHASING ITEMS:

1. Purchase request by the Public Works Department for the City Hall

Elevator Modernization project by Johnson-Laux Construction, LLC for an amount of \$142,128.74.

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida authorizing acceptance of the City's Annual Audit for Fiscal Year ending September 30, 2020 by MSL; 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 a month-to-month lease agreement with Import Sales of Lake County, LLC, d.b.a. Bill Bryan KIA, for real property located at the Leesburg International Airport; and providing an effective date.**
- 3. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a month-to-month lease agreement with Import Sales of Lake County, LLC, d.b.a. Bill Bryan SUBARU, for real property located at the Leesburg International Airport; and providing an effective date.**
- 4. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Lease Agreement, between the City of Leesburg and Skybolt Aeromotive Corp., for 9000 Airport Blvd, Leesburg, FL 34788, at the Leesburg International Airport; and providing an effective date.**
- 5. Resolution of the City Commission of the City of Leesburg, Florida, authorizing and directing the Mayor and City Clerk to execute a contract between the Federal Bureau of Prisons for the purpose of specifying terms under which the City will provide natural gas service to the Federal Correctional Institution in Coleman, Florida; and providing an effective date.**
- 6. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Gas Service Agreement with HLC Windsong, LLC, by Hanover Land Company, LLC, its manager; and providing an effective date.**
- 7. Resolution of the City Commission of the City of Leesburg, Florida, ratifying the appointment of Corporal John Sommersdorf as the "Fifth Member" of the Leesburg Police Officers' Pension Board for a two-year term to expire December 31, 2022; and providing an effective date.**
- 8. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Joint Participation**

Agreement with the Florida Department of Transportation for Landscaping Improvements along State Road 500 (US 441) from Sleepy Hollow Road to Airport View; and providing an effective date.

- 9. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute an amendment to the Florida Department of Transportation (FDOT) Traffic Signal Maintenance and Compensation Agreement; and providing an effective date.**
- 10. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Impact Fee Credit Agreement between the City of Leesburg and Bentley Ridge Holdings, LLC; 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. 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 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)**
- 3. An Ordinance of the City of Leesburg, Florida, vacating 212.38 +/- feet of right of way and consisting of approximately 4,884 square feet, and generally located on the east side of Barrett Avenue, west of Lots 15, 16, and 17 of the Harlem Subdivision, of Leesburg, Florida; and providing an effective date.**

4. **An Ordinance of the City of Leesburg, Florida, modifying the conditions of approval for a SPUD (Small Planned Unit Development) zoning on approximately 0.21 acres for property generally located south of West Main Street and east of south Moss Street, as legally described in Section 27, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date.**
5. **An Ordinance of the City of Leesburg, Florida, modifying the conditions of approval for a SPUD (Small Planned Unit Development) on approximately 0.43 acres, for property generally located south of West Main Street and west of Oakland Street, as legally described in Section 27, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date.**
6. **An Ordinance of the City of Leesburg, Florida, rezoning approximately 0.28 acres from C-1 (Neighborhood Commercial) to SPUD (Small Planned Unit Development) to allow for a mechanic shop for a property generally located north of West Main Street and west of Lone Oak Drive as Legally described in Section 27, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date.**

B. FIRST READING OF ORDINANCES

1. **An Ordinance of the City of Leesburg, Florida, rezoning approximately 6.64 +/- acres from P (Public) and R-3 (High Density Residential) to SPUD (Small Planned Unit Development) for a property located north of East Dixie Avenue and east of South Lake Street, as legally described in Sections 25 and 26, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Venetian Isle North)**

C. NON-ROUTINE ITEMS

1. **None**

7. INFORMATIONAL REPORTS:

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

A. Financial Reports as of January 2021

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.

CITY OF LEESBURG, FLORIDA

Required Auditor Communications
Fiscal Year Ended September 30, 2020

Presented by:
Joel Knopp, CPA
Shareholder



The background of the slide is a collage of two images. The left half shows a close-up of a palm tree trunk and fronds against a clear blue sky. The right half shows a multi-story building with a modern architectural style, featuring white walls and blue accents, with palm trees in the foreground. The two images are separated by a diagonal white line that runs from the top-left to the bottom-right.

AUDIT OVERVIEW



FLORIDA ROOTS. GLOBAL REACH.

Required Communications



- Auditor Responsibilities
- Management Responsibilities
- Internal Controls and Compliance
- Significant Matters
- Management Representations
- Assigned Individual for Oversight
- Audit Schedule

Services and Deliverables



Auditor's Report on Financial Statements (Pages 14 - 15)

- Unmodified Opinion

Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters (Pages 225 - 226)

- No internal control findings related to financial reporting and no compliance findings

Services and Deliverables *(Cont.)*



Auditor's Report on Compliance for Each Major State Project and on Internal Control over Compliance (Pages 227 - 229)

- No compliance findings and no internal control findings related to compliance for the major state project

Services and Deliverables *(Cont.)*



Independent Accountant's Report (Page 233)

- No compliance findings

Auditor's Management Letter (Pages 234 - 235)

- No management letter comments



FINANCIAL HIGHLIGHTS

MSL

FLORIDA ROOTS. GLOBAL REACH.

City-Wide Analysis (Pages 34-35)



	<u>Governmental Activities</u>		<u>Business-type Activities</u>	
	<u>2020</u>	<u>2019</u>	<u>2020</u>	<u>2019</u>
Current Ratio	4.4	4.8	5.5	4.7
Total Assets & Def Outflows	\$114.0M	\$113.0M	\$361.5M	\$335.8M
Total Liabilities & Def Inflows	\$67.8M	\$70.6M	\$120.9M	\$108.9M
Total Net Position:				
Net Investment in Capital Assets	\$42.7M	\$36.3M	\$178.5M	\$172.6M
Restricted	\$8.3M	\$7.4M	\$4.6M	\$3.1M
Unrestricted	\$(4.8M)	\$(1.3M)	\$57.5M	\$51.2M
Unrestricted NP as a % of Total Expenses	(17.0%)	(4.4%)	71.8%	60.7%
Change in Net Position	\$3.7M	\$2.6M	\$13.7M	\$14.2M
Income (before Contributions And Transfers)	N/A	N/A	\$16.0M	\$19.4M

General Fund (Pages 41-45)



	<u>2020</u>	<u>2019</u>
Total Assets	\$15.2M	\$17.8M
Total Liabilities	\$2.3M	\$2.1M
Fund Balance:		
Nonspendable	\$0.8M	\$0.7M
Restricted	0.2M	0.2M
Committed	0.0M	0.0M
Assigned	0.1M	0.6M
Unassigned	<u>11.8M</u>	<u>14.2M</u>
Total Fund Balance	\$12.9M	\$15.7M
Unassigned FB as a % of Total Expenditures and Transfers Out	38.9%	51.2%
Net Change in Fund Balance	\$(2.8M)	\$(0.5M)

General Fund Budget (Page 123)



	Budget	Actual	Positive (Negative)
Resources:			
Beginning Fund Balance	\$15.7M	\$15.7M	
Total Revenues & Transfers In	<u>27.8M</u>	<u>27.4M</u>	\$(0.4M)
Total Resources	43.5M	43.1M	
Total Expenditures & Transfers Out	<u>32.4M</u>	<u>30.2M</u>	<u>2.2M</u>
Ending Fund Balance	\$11.1M	\$12.9M	
Net Change in Fund Balance	\$(4.6M)	\$(2.8M)	\$1.8M

Questions or Comments





March 16, 2020

To the Honorable Mayor and
Members of the City Commission
City of Leesburg, Florida

We have audited the financial statements of the City of Leesburg, Florida (the City) as of and for the year ended September 30, 2020. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated December 4, 2020. Professional standards also require that we communicate to you the following information related to our audit.

SIGNIFICANT AUDIT FINDINGS

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2020. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The significant estimates included in the City's financial statements are estimates for Other Postemployment Benefits (OPEB) and Net Pension Liability.

The disclosures in the financial statements are neutral, consistent, and clear.

DIFFICULTIES ENCOUNTERED IN PERFORMING THE AUDIT

We encountered no significant difficulties in dealing with management in performing and completing our audit.

CORRECTED AND UNCORRECTED MISSTATEMENTS

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. We did not note any misstatements which would be required to be communicated.

To the Honorable Mayor and
Members of the City Commission
City of Leesburg, Florida
March 16, 2020
Page 2

DISAGREEMENTS WITH MANAGEMENT

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

MANAGEMENT REPRESENTATIONS

We have requested certain representations from management that are included in a management representation letter dated March 16, 2020.

MANAGEMENT CONSULTATIONS WITH OTHER INDEPENDENT ACCOUNTANTS

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

OTHER AUDIT FINDINGS OR ISSUES

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

During our audit, we noted that the City's Building Inspection Fund restricted fund balance exceeded the balance allowed under recently passed legislation, specifically Section 553.80 (7)(a), Florida Statutes. We discussed the issue with management and recommend that the City evaluate this situation and develop a plan to ensure compliance with this statute.

OTHER INFORMATION IN DOCUMENTS CONTAINING AUDITED FINANCIAL STATEMENTS

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the U.S., the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

To the Honorable Mayor and
Members of the City Commission
City of Leesburg, Florida
March 16, 2020
Page 3

This information is intended solely for the use of the Mayor, Members of City Commission, and management of the City and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

MSL, P.A.



COMPREHENSIVE ANNUAL FINANCIAL REPORT



Fiscal Year Ending
September 30, 2020
City of Leesburg, Florida



CITY OF LEESBURG, FLORIDA
COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020



Prepared by the Department of Finance



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**CITY OF LEESBURG, FLORIDA
COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020**

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**CITY OF LEESBURG, FLORIDA
COMPREHENSIVE ANNUAL FINANCIAL REPORT
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**CITY OF LEESBURG, FLORIDA
COMPREHENSIVE ANNUAL FINANCIAL REPORT
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INTRODUCTORY SECTION



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www.leesburgflorida.gov

MISSION STATEMENT

"Dedicated to Our Community, Committed to Service Excellence"

March 16, 2021

Honorable Mayor and
Members of the City Commission, and
Citizens of the City of Leesburg, Florida

It is our pleasure to submit this Comprehensive Annual Financial Report (CAFR) for the City of Leesburg, Florida (City) for the fiscal year ended September 30, 2020. The report fulfills the requirements set forth by State law in accordance with Section 218.39, Florida Statutes, and Chapter 10.500, Rules of the Auditor General, which require that all general purpose local governments publish each fiscal year a complete set of financial statements presented in conformity with generally accepted accounting principles (GAAP) in the United States and audited in accordance with auditing standards generally accepted in the United States by a firm of licensed certified public accountants.

This CAFR consists of management's representations concerning the finances of the City. Consequently, management assumes full responsibility for the completeness and reliability of all of the information presented in this report. To provide a reasonable basis for making these representations, management of the City has established a comprehensive internal control framework that is designed both to protect the City's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the City's financial statements in conformity with GAAP. Because the cost of internal controls should not outweigh their benefits, the City's comprehensive framework of internal controls has been designed to provide reasonable, rather than absolute, assurance that the financial statements are free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

Florida Statutes require that an annual financial audit be performed by independent certified public accountants. This year the audit was performed by MSL CPA & Advisors. The goal of the independent audit was to provide reasonable assurance that the financial statements of the City for the fiscal year ended September 30, 2020 are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor concluded, based upon the audit, that there was reasonable basis for rendering an unmodified opinion that the City's financial statements for the fiscal year ended September 30, 2020 are fairly presented in conformity with GAAP. The independent auditor's report is presented as the first component of the financial section of this report.

The City is also subject to a broader, mandated “Single Audit” designed to meet the special needs of federal and state grantor agencies. The standards governing Single Audit engagements require the independent auditor to report not only on the fair presentation of the financial statements, but also on the audited government’s internal controls and compliance with legal requirements - with special emphasis involving the administration of federal and state awards. For the fiscal year ended September 30, 2020, the City's expenditures of federal financial assistance did not meet the required Federal threshold for reporting on such by the City or the independent auditor.

GAAP requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management’s Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City’s MD&A can be found immediately following the report of the independent auditor.

Profile of the Government

The City of Leesburg was founded and first settled in 1857 by Evander H. Lee, a native of Sumter, South Carolina. The City received its name as a result of shipping directions given by Calvin Lee, Evander’s brother, during a merchandising trip to New York City in 1866. By a vote of 23 to 2, the City of Leesburg was incorporated on July 12, 1875. The City was originally part of Sumter County and served as the County seat until 1882 when the Florida Legislature created Lake County. The City has been a part of Lake County since then and is the oldest and second highest populated of the fourteen incorporated municipalities in Lake County, which include Astatula, Clermont, Eustis, Fruitland Park, Groveland, Howey-in-the-Hills, Lady Lake, Mascotte, Minneola, Montverde, Mount Dora, Tavares, and Umatilla.

The City of Leesburg is a political subdivision of the State of Florida. As such, it is governed by, and derives its operating authority from, the constitution and laws of the State of Florida. The City is empowered to levy a property tax on both real and personal properties located within its boundaries. It also is empowered by state statute to extend its corporate limits by annexation, which occurs periodically when deemed appropriate by the governing body.

The City operates under a commission/manager form of government, with a governing body consisting of five City Commissioners, elected to staggered four-year terms. Three of the commission members must meet district residency requirements. The remaining two commissioners are elected at-large without a district residency requirement. One of the commissioners is selected by the other four as Mayor to serve a one-year term. The City Commission is responsible for, among other things, passing ordinances and resolutions, adopting the budget, appointing committees, and hiring the City Manager and City Attorney. The City Manager is responsible for carrying out the policies and ordinances adopted by the City Commission, for overseeing day-to-day operations of the City, appointing the department heads and approving the hiring of all employees.

The City provides a traditional mix of governmental services, including police and fire protection, the construction and maintenance of streets and infrastructure, library, recreational activities, cultural events, planning, zoning, housing, and administrative services. The City also provides a full range of utility services, including electric, natural gas, solid waste, water, reuse water, wastewater treatment, and stormwater drainage. The City has an international airport as well. In addition, the City has three Community Redevelopment Agencies (CRA), which are Greater Leesburg, Carver Heights/Montclair Area, and U.S. Highway 441&27.

The City is situated between Lake Harris and Lake Griffin in Lake County. To the south, the City extends past the intersection of U.S. Highway 27 with County Road 48, and south on County Road 33 past the Florida's Turnpike. The City extends west on County Road 48 and County Road 470 past the Florida's Turnpike to the Sumter County line. To the east, the City follows U.S. Highway 441 to County Road 473; the north is bounded by U.S. Highway 441 at Fruitland Park. The City occupies a land area of 40 square miles and has a population of approximately 25,000. The City is located in north central Florida midway between the Gulf of Mexico and the Atlantic Ocean, approximately 200 miles southeast of the State Capital, Tallahassee, 80 miles northeast of Tampa, 40 miles northwest of Orlando and 70 miles southwest of Daytona Beach. The City is intersected by State Road 44, U.S. Highway 27, U.S. Highway 441 and the Florida's Turnpike, with Interstate 75 close by.

The City's Library on Main Street in the downtown area is a two-story building of almost 42,000 sq. ft. featuring community meeting rooms, a Technology Lab, and an outdoor amphitheater for performances and events.

The City also takes pride in preserving its rich heritage through the Leesburg Historical Museum and Mote-Morris House, which offers a fine example of Victorian architecture.

The City is known for its scenic beauty, relaxed lifestyle, recreational facilities, temperate climate, extensive waterways, and affordable housing. Waterfront living is a way of life with 1,400 beautiful lakes located in Lake County.

The City's geographic location enables it to offer three parks that include lake access to the beautiful Harris Chain of Lakes, one on Lake Griffin (Herlong Park) and two on Lake Harris (Venetian Gardens and Singletary Park). Venetian Gardens offers a variety of recreational amenities, including great shoreline fishing opportunities, as seven pedestrian bridges connect islands within this picturesque setting. Other recreational amenities in Venetian Gardens include outdoor volleyball courts, Kids Korner Playground, a splash pad, pavilions, the Community Building, Venetian Cove Marina and Pat Thomas Stadium/Buddy Lowe Field that has hosted professional baseball in the past and is the current home of Leesburg High School varsity baseball and the Leesburg Lightning of the Florida Collegiate Summer League. The City is continuing to upgrade and add facilities to Venetian Gardens to continue to make the park a destination for all.

These outstanding recreational facilities of regional impact are complemented with numerous community and neighborhood parks. The City has three athletic complex locations. The Sleepy Hollow Sports Complex includes two football/soccer fields, two youth softball fields, two Babe Ruth Baseball fields, four adult softball fields, concessions, locker rooms, restrooms, pavilion and a playground. Sleepy Hollow is the site of numerous tournaments and attracts over 1,000 athletic teams each year to Leesburg. In 2007, the United States Sports Specialty Association voted the Sleepy Hollow Sports Complex their "Facility of the Year" for the State of Florida.

The Susan Street Complex includes four youth baseball fields, one regulation football field, four tennis courts, four outdoor racquetball courts, concessions and restrooms. Pat Thomas Stadium has one regulation high school/college field with a full stadium, locker rooms, concessions, and restrooms. The Palmetto Street Complex features four tennis courts as well as 24 shuffleboard courts. Other quality recreational facilities throughout the City include Rogers Park & Rogers Park Splash Pad, Berry Park, Veterans Park, John L. Johnson Park, Leesburg's Dog Park, and the Town Square, which serves as the focal point during major festivals hosted within the City.

The Leesburg Recreational Complex features two indoor regulation basketball courts, four indoor volleyball courts, an outdoor basketball court, playground and offices for the Parks and Recreation Department.

The City currently operates one swimming pool, H.O. Dabney Swimming Pool. This pool is located just around the corner from the Leesburg Recreational Complex. A family aquatic center is under construction with an estimated summer 2021 completion. The new facility will consist of a 25 yard competition pool, a beach entry pool, kids play area, two story slide, and basketball/volleyball area. The new facility will also include a bath house, guard house and concession stand.

The City Leesburg Resource Center, is an 8,900 square-foot multipurpose facility that includes meeting rooms, computer-training space, resource offices, and a central meeting hall. The Venetian Center at Venetian Gardens includes a 20,700 square-foot multipurpose community building with views of Venetian Gardens Park and Lake Harris. The largest room in Venetian Center can accommodate up to 1,000 people auditorium style.

Leesburg International Airport (LEE) is a large general aviation airport with over 50,000 flight operations per year. The Airport has grown substantially in the past few years and it continues to grow. The Airport provides a diversity of activities; with its two intersecting runways, the Airport can support a variety of aircraft. LEE is the largest airport in Lake County.

The Airport sustains and leads economic growth and development. It is an important economic engine, and supports vital health, welfare, emergency, and safety-related services. The annual economic impact of LEE is associated with direct impacts that come from tenants/businesses located at the Airport and construction projects that are undertaken by the Airport or by on-site businesses; indirect impacts are associated with spending from visitors who arrive in the area via general aviation aircraft.

Budgetary Controls

The annual budget serves as the foundation for the City's financial planning and control. Department heads are required to submit requests for appropriations to the City Manager, who uses those requests as the starting point for developing a proposed budget. The City Manager is required by the City Charter to keep the City Commission fully advised as to the financial condition and needs of the City and to submit an annual budget for its consideration. The City Commission is required to hold public hearings on the proposed budget and to adopt a final budget by September 30, the close of the City's fiscal year. The appropriated budget is prepared by fund, function and department.

The City's adopted budget policy establishes budgetary control (i.e., the level at which expenditures cannot exceed the appropriated amount) at the fund level. Budgets for all governmental fund types are adopted on a basis consistent with GAAP. Department heads may make transfers of appropriations within a category from one division to another in their respective department, and transfers of appropriations between departments or categories can be approved by the City Manager. The objective of these budgetary controls is to ensure compliance with legal provisions embodied in the annual budget adopted by the City Commission. Budget-to-actual comparisons are provided in this report for each individual governmental fund for which an appropriated annual budget has been adopted. For the General Fund and major special revenue funds, these comparisons are presented as required supplementary information. For other governmental funds with appropriated annual budgets, these comparisons are presented in the Supplemental Information section of this report.

Economic Condition

The information presented in the financial statements is best understood when considered from a broader perspective of the environment within which the City operates.

Local Economy

The City, and Lake County as a whole, have transitioned in recent decades from agricultural roots to a growth-driven economy that is heavily centered in real estate, retail, personal services, and health care. For the last five years, Lake County's unemployment numbers have been either equal to or slightly below the State of Florida and the United States, and the local unemployment figure has decreased nearly 10% since 2010. Housing prices are continuing to increase, as well as ad valorem tax revenues. Vacancies in the downtown area have stabilized and are lower than levels experienced in the past. In spite of these improvements, given the effects of the prior recession and the City's desire to maintain lower taxes for its citizens and customers, challenges remain in trying to prepare a balanced budget.

Although future revenues will be increasing, there is a need to address various budget items that were eliminated or reduced during the recession.

The City's top private sector employer is UF Health Leesburg (f/k/a Central Florida Health Alliance), boasting a labor force of 1,696. Other principal employers within the City include LifeStream Behavioral Center, Lake County School District, Lake Sumter State College, and the City itself. Health care, education, personal services, retail, and construction are sectors with the highest employment levels in Lake County.

The City is home to Leesburg International Airport, a regional shopping mall, two colleges and a growing medical community. The City's retail shopping is largely concentrated along U.S. Highways 27 and 441.

FY 21 will mark a turning point in The City's future. The financial policies of the past few years have begun to make a positive impact on the City's overall financial position, thereby allowing reinvestment in a sustainable manner. Such steps include continued allocated reinvestments in the downtown area, the Leesburg International Airport, Wastewater and Electric Expansion. With these goals accomplished, FY 22 is poised to set Leesburg in a positive financial and operational direction.

The City recently sold 1,127 acres of land to The Villages. It is anticipated that The Villages will begin building approximately 2,800 homes in the City in the next few years. The property tax revenues, as well as other tax and service revenues, are expected to substantially improve the economic condition of the City as a whole in the intermediate- and long-term future.

The population in Lake County nearly doubled from 1980 to 2000 (210,528 persons). The County now has more than 366,742 residents, which could double over the next 25 years and reach more than half a million people. Growth in the City has retreated from the peak experienced in 2006. The City currently has 24,539 residents. The City expects a population growth of 20,000 to 25,000 over the next 15 years.

The Leesburg area is positioned at the crossroads of geographic expansion, as the retirement market continues to push from the north and family households sustain the market segment to the south. This area has embraced both market segments and, as a result, has become one of the emerging economic submarkets in all of Central Florida.

Long-term Financial Planning

The Core Values adopted by the City Commission will drive the long-term planning process. One of the Core Values, “Fiscal Responsibility,” shows a respect for the citizens whose taxes support the municipal government and a commitment for the thoughtful prioritization and careful management of financial resources. Also addressed in this Core Value is the recognition that resources are limited and that this necessitates fresh approaches and creativity in addressing current operations and community needs.

The 5-year Capital Improvement Plan was developed to maximize the “pay as you go approach” while recognizing the benefit of financing. Utility improvements and replacements will be scheduled and integrated into the street paving work plan. The plan includes a detailed explanation regarding development of revenue projections and assumptions regarding capital needs. Due to limited resources, capital spending is limited to that which is necessary. The major sources of funding include grants and renewal and replacement funds.

In the past, the City typically extended services beyond the current available infrastructure based on a calculation to recoup the initial investment over a 5- to 7-year period.

Additional long-range planning for the following departments is listed below:

Electric – The Electric Department consistently evaluates the costs of outsourcing specific activities. The City has designated to convert certain overhead utility lines within the City to underground. Furthermore, the City has put policies in place requiring any new residential subdivisions and commercial facilities to be installed with underground equipment. These efforts are intended to lesson future safety code compliance issues associated with poles, weather related damage and to provide other savings, including improved reliability. The City continues to grow and expand its Smart Grid initiatives. These improvements will aide in the data gathering necessary to identify areas in which future upgrades may be necessary due to growth and changing load characteristics. In addition, a revision to the 5-year Capital Improvement Plan is underway which will identify system replacements, upgrades, and improvements necessary to maintain a state-of-the-art system well into the future.

Gas – The City is a member of Florida Gas Utility (FGU), which is made up of natural gas utilities with a common goal of acquiring natural gas in bulk to reduce the overall price to customers. Prior to 2006, the department followed a guideline of extending service to new customers based on a seven-year calculated return on initial investment. Since April of 2006, natural gas is being required in all new subdivisions within the city limits, with the cost of infrastructure to be borne by the developer. In 2018, the City entered into an Agreement with South Sumter Gas Utility/The Villages to provide natural gas service to the majority of their residential and commercial customers as they expand in Sumter and Lake County. Additionally, the City has completed construction of a new gate station which connects to the Sabal Trail Natural Gas transmission pipeline. This connection provides a redundant feed for existing customers and capacity for future expansion of the gas system.

- **Water & Wastewater** – Future utility expansion will be based on the Utility Master Plan and assessed as development requires utility expansion. At the present time, there is no funding source in Water or Wastewater for future utility expansion. The water utility is looking into long-term solutions for increased water consumption driven by population growth. The Florida aquifer has limited resources and is not expected to keep pace with development. The Central Florida Water Initiative and other similar efforts will take a leading role in developing future water use policies. The City has agreed to provide 3 million gallons per day of wastewater

treatment capacity to South Sumter Utility Company, LLC at a bulk services rate and also provide bulk reuse water supply.

- **Solid Waste** – The Solid Waste Division executed a long term disposal agreement with Covanta Lake II, Inc., a waste-to-energy facility that produces electricity by burning municipal solid waste. The five-year agreement includes an option to extend the contract for three additional five-year terms. The negotiated disposal fee is considerably less than the fee formerly paid to Lake County and represents a significant savings in operating expenses for the duration of the contract. The utility will continue to replace semi-automated residential side loading trucks with larger, fully automated trucks.
- **Information and Technology (IT)**– The IT Department is an important part of the City's operations; thus, long-term financial planning includes preparing to replace computers as they become obsolete. All computer equipment is owned by the IT Department and leased to the other City departments, based on a five-year payback period. IT is actively involved with upgrading business technology as financial resources become available.
- **Fleet Maintenance** – All City vehicles are owned by Fleet Services, which is responsible for repairs, vehicle bid specifications, and purchases. A lease fee, based on useful life, is charged to the user department. Fleet Services also maintains the City's two fuel sites. The City maintains a vehicle replacement plan for all City-owned vehicles and updates it annually. Planning for future vehicle purchases is the joint responsibility of Fleet Services and the leasing department.

Awards and Acknowledgements

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Leesburg for its comprehensive annual financial report for the fiscal year ended September 30, 2019. This is the 30th consecutive year (fiscal years ended 1990-2019) that the City has achieved this prestigious award. In order to be awarded a Certificate of Achievement, a governmental unit must publish an easily readable and efficiently organized comprehensive annual financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. The City believes its current comprehensive annual financial report continues to meet the Certificate of Achievement Program's requirements, and will submit it to the GFOA to determine its eligibility for another certificate.

In addition, the City of Leesburg also received the GFOA's Distinguished Budget Presentation Award for its annual budget document for fiscal year 2019-20. This was the 22nd consecutive year the City received this award. In order to qualify for the Distinguished Budget Presentation Award, the City's budget document was judged to be proficient in several categories, including as a policy document, as a financial document, as an operations guide, and as a communications device.

The preparation of this report on a timely basis was made possible through the efficient, dedicated and professional efforts of the entire staff of the Finance Department. The significant amount of year-end closing procedures required prior to the audit could not have been accomplished without the personal and professional dedication of the members of the Finance Department. Other City departments, although not extensively involved in year-end audit activities, contributed significantly by ensuring the accuracy and integrity of accounting information compiled throughout the year. Credit must also be

given to the Mayor and Commissioners for their unfailing support for maintaining the highest standards of professionalism in the management of the City's finances. We believe that this report clearly illustrates the financial position of the City of Leesburg and wish to thank you for your support and commitment to maintaining the financial integrity of the City.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Al Minner', with a stylized, cursive script.

Alfred (Al) Minner
City Manager

A handwritten signature in blue ink, reading 'James A. Williams', in a cursive script.

James (Jim) Williams
Finance Director

**CITY OF LEESBURG, FLORIDA
PRINCIPAL CITY OFFICIALS
SEPTEMBER 30, 2020**



ELECTED OFFICIALS

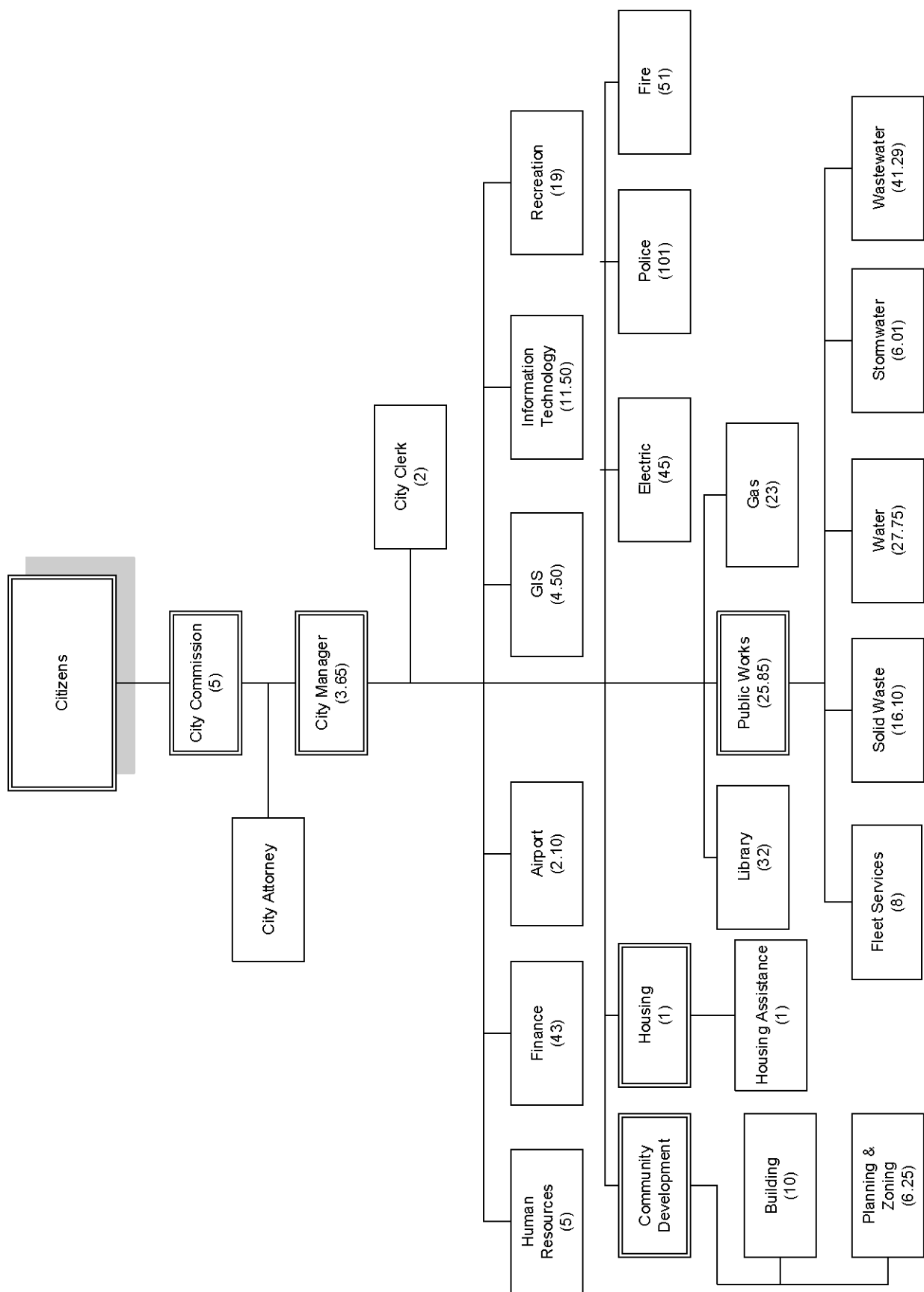
Elise Dennison	Mayor
Jay Hurley	Mayor, Pro-Tem
Mike Pederson	Commissioner
Dan Robuck, III	Commissioner
John Christian	Commissioner

APPOINTED OFFICIALS

Al Minner	City Manager
Fred Morrison / McLin & Burnsed, P.A.	City Attorney

EXECUTIVE STAFF

James Williams	Finance Director
Andi Purvis	City Clerk
Melissa Arriaga	Human Resources Director
Tino Anthony	Information Technologies Director
Robert Hicks	Police Chief
David Johnson	Fire Chief
Lucy Gangone	Library Director
Travis Rima	Recreation Director
Brad Chase	Electric Director
Jack Rogers, Jr.	Gas Director
Cliff Kelsey	Public Works Director





Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**City of Leesburg
Florida**

For its Comprehensive Annual
Financial Report
For the Fiscal Year Ended

September 30, 2019

Christopher P. Morrell

Executive Director/CEO

FINANCIAL SECTION



INDEPENDENT AUDITOR'S REPORT

The Honorable Mayor and
Members of the City Commission
City of Leesburg, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Leesburg, Florida (the City) as of and for the fiscal year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of September 30, 2020, and the respective changes in financial position and, where applicable, cash flows thereof for the fiscal year then ended in conformity with accounting principles generally accepted in the United States of America.

The Honorable Mayor and
Members of the City Commission
City of Leesburg, Florida

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and the required supplementary information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The introductory section, the supplemental information section, the statistical section, and the debt disclosure section, as listed in the table of contents, are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The supplemental information section is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory section, statistical section, and debt disclosure section have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 16, 2021, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

MSL, P.A.

Certified Public Accountants
Orlando, Florida
March 16, 2021

CITY OF LEESBURG, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2020

The City of Leesburg (the City), Florida's Management's Discussion and Analysis presents an overview of the City's financial activities for the fiscal year ended September 30, 2020. Please read it in conjunction with the letter of transmittal and the financial statements, as listed in the Table of Contents.

Financial Highlights

- The assets of the City exceed liabilities at the close of fiscal year 2020 by \$286.8 million (net position). Of this amount, \$52.7 million (unrestricted net position) may be used to meet the government's ongoing obligations to citizens and creditors.
- The City's total net position increased \$17.4 million, or 6.5%. Net position for governmental activities increased \$3.7 million or 8.8%, while business-type activities increased \$13.7 million or 6.0%. The increase in the governmental activities is due primarily to increased taxes, interest income, and revenues in general due to an improving economy, while at the same time paying down debt and monitoring expenses closely. The increase in the business-type activities is due to increased customer charges and continued positive business performance of the City's various services.
- As of September 30, 2020, the City's governmental funds reported combined ending fund balance of \$28.5 million, a decrease of \$(1.3) million in comparison with the reported amount of \$29.8 million in the prior year.
- On September 30, 2020, unassigned fund balance for the General Fund was \$11.8 million, or 39% of total General Fund expenditures and transfers out of \$30.2 million.
- Governmental funds' fund balance decreased \$(1.3) million, while in the prior year fund balance decreased \$(5.5) million. This is mainly attributable to the significant capital outlay for the improvement of Venetian Gardens Community Building and other projects that occurred in 2019, but did not occur in 2020.
- The Internal Service Funds' change in net position decreased \$(263) thousand. Internal service funds are considered governmental activities on the City-wide statements, but are included with the enterprise funds on the individual funds' statements. The primary reason for the decrease was an increase in claims expense in the General Employees' Health Insurance and an increase in depreciation and amortization in the Fleet Fund.
- The total Enterprise Funds' change in net position increased \$13.7 million from the previous year, for the reasons noted for the increase in business-type activities above.
- The City's total financed debt as of September 30, 2020 increased \$10.6 million from \$103.3 million to \$113.9 million. Along with recurring debt repayments, the City borrowed \$15 million note for the expansion of the Turnpike Wastewater Plant and other improvements to the City's Water and Wastewater System. The City also borrowed \$100 thousand for improvements to the City's Electric System.

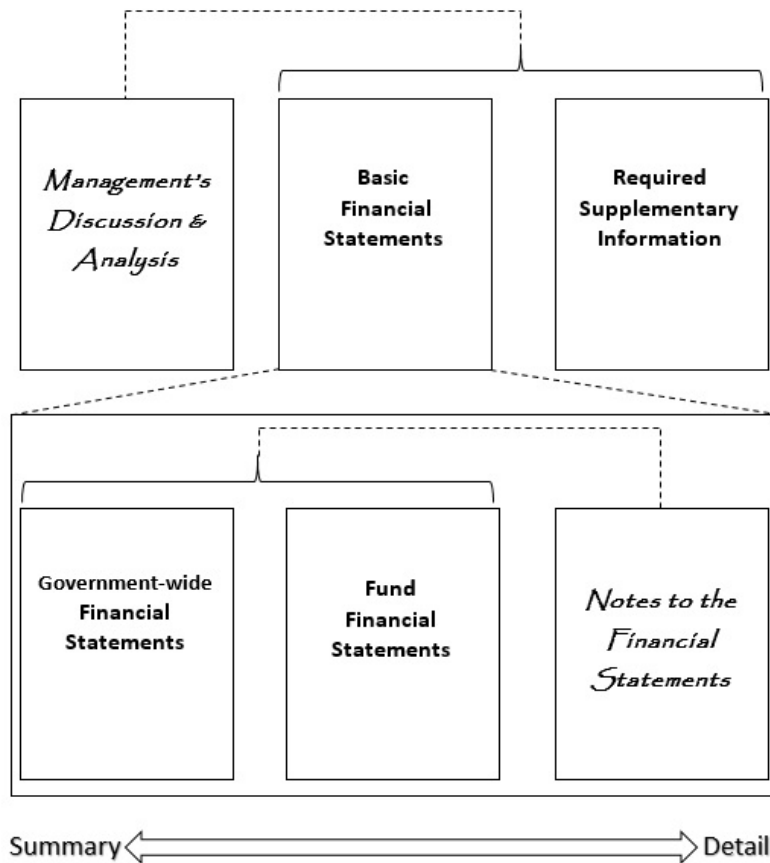
**CITY OF LEESBURG, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2020**

Overview of the Financial Statements

This narrative overview and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements provide information on both the City as a whole (government-wide) and on the major individual funds. Both perspectives (government-wide and fund level) allow the user to address relevant questions, broaden a basis for comparison and enhance the City's accountability. The City's basic financial statements are comprised of three components: 1) City-wide financial statements; 2) fund financial statements; and 3) notes to the financial statements that explain information in the financial statements and provide more detailed data.

The statements are followed by a section of Required Supplementary Information that further explains and supports the information in the financial statements.

This report also contains other Supplemental Information in addition to the basic financial statements that provides detail about the City's nonmajor governmental funds, nonmajor enterprise funds, and internal service funds, each of which are added together and presented in single columns in the basic financial statements. The required parts of this annual report are arranged and relate to one another as shown in the following graphical representation:



CITY OF LEESBURG, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2020

City-wide Financial Statements

The government-wide financial statements are the Statement of Net Position and the Statement of Activities. These statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private sector business. Emphasis is placed on the net position of governmental activities and business-type activities, and the change in net position. Governmental activities are principally supported by taxes and intergovernmental revenues. Governmental activities include most of the City's basic services, including police, fire, public works, parks and recreation, library, and general administration. Business-type activities are intended to recover all or a significant portion of their costs through user fees and charges. The City's water system, sewer system, electric system, stormwater system, gas system, solid waste system operations and airport operations are reported as business-type activities.

The City-wide financial statements include not only the City itself, but also the Greater Leesburg Community Redevelopment Agency, Carver Heights/Montclair Area Community Redevelopment Agency, and the U.S. Highway 441 & 27 Community Redevelopment Agency (all three "CRAs"). The CRAs, though legally separate, are reported as part of the primary government as blended component units due to the City Commission serving as each of the CRA's governing boards.

- The *Statement of Net Position* presents information on all of the City's assets and deferred outflows, less liabilities and deferred inflows, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.
- The *Statement of Activities* presents information showing how the government's net position changed during the current fiscal year. All changes in net position are reported as soon as the occasion arises, regardless of the timing of related cash flows. Thus, revenues and expenses are reported for some items that result in cash flows in future fiscal periods (e.g., uncollected taxes and unused vacation leave when earned).

Both of these financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities).

The Internal Service Funds, namely health insurance, workers' compensation, risk management, and fleet maintenance, are recorded as governmental activities on the entity-wide statements, but presented with the proprietary funds in the fund-level statements.

CITY OF LEESBURG, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2020

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The fund financial statements provide detailed information about the City's major funds - not the City as a whole. Fund accounting helps to ensure and demonstrate compliance with finance-related legal requirements. Based on restrictions on the use of monies, the City established multiple funds that account for various services provided to residents and businesses. These fund financial statements focus on the City's most significant funds: governmental; proprietary; and fiduciary.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the City-wide financial statements. However, unlike the City-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the City-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the City-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental funds' balance sheet and the governmental funds' statement of revenues, expenditures, and changes in fund balances provide reconciliations to facilitate this comparison between governmental funds and governmental activities.

The City maintains thirteen individual governmental funds. Separate information for the General Fund, Capital Projects Fund, and the Community Redevelopment Agency Fund, which are considered major funds, is presented in the governmental funds' balance sheet and in the governmental funds' statement of revenues, expenditures, and changes in fund balances. Data from the other ten governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these nonmajor governmental funds is provided in the form of combining statements in the Supplemental Information section of this report.

Annual appropriated budgets are adopted for the governmental funds. Budgetary comparison statements and/or schedules are provided for these funds to demonstrate budgetary compliance.

Proprietary Funds

The City maintains two different types of proprietary funds: enterprise and internal service funds. Enterprise funds are used to report the same functions presented as business-type activities in the City-wide financial statements. The City uses enterprise funds to account for its electric, gas, water and reuse water, wastewater, airport, stormwater, and solid waste operations. Internal service funds are an accounting device used to accumulate and allocate costs internally among the City's various functions. The City uses internal service funds to account for its self-insurance health care, workers' compensation, risk management, and fleet maintenance programs. Because these services predominantly benefit governmental rather than business-type functions, they have been included within governmental activities in the City-wide financial statements.

CITY OF LEESBURG, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2020

Proprietary funds provide the same type of information as the City-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for Electric Utility, Gas Utility, Water Utility, Wastewater Utility and Airport enterprise funds, which are considered major funds of the City. The remaining nonmajor enterprise funds are combined into a single fund and are aggregated into a single presentation. Individual fund data for the nonmajor enterprise funds and the internal service funds is provided in the form of combining statements in the Supplemental Information section of this report.

Fiduciary Funds

Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the City-wide financial statements because the resources of those funds are not available to support the City's own programs. The accounting used for fiduciary funds is similar to proprietary funds. The fiduciary funds include pension trust funds for police, fire, and general employees.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the City-wide and fund financial statements, including the City's progress in funding its obligations to provide pension benefits and other postemployment benefits (OPEB) to its employees.

Other Information

In addition to the basic financial statements and accompanying notes, required supplementary information is included which presents budgetary comparison schedules for the City's General Fund, major special revenue fund, as well as historical trend information for the pension trust funds and the City's OPEB plan.

The combining statements and budgetary comparison schedules referred to earlier, in connection with nonmajor governmental funds, nonmajor enterprise funds, and internal service funds, are presented in the Supplemental Information section of this report.

CITY OF LEESBURG, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2020

City-wide Financial Analysis

Statement of Net Position

As noted earlier, over time net position may serve as a useful indicator of a government's financial position. In the case of the City, assets and deferred outflows exceeded liabilities and deferred inflows by \$286.8 million at the close of the fiscal year ended September 30, 2020.

At the end of fiscal year 2020, the City is able to report positive balances in all three categories of net position for governmental and business-type activities. The following table reflects the condensed Statement of Net Position for the current year as compared to the prior year:

Net Position						
	Governmental Activities		Business-type Activities		Total	
	2020	2019	2020	2019	2020	2019
Assets						
Current and Other Assets	\$ 39,798,081	\$ 42,141,759	\$ 117,162,634	\$ 96,974,974	\$ 156,960,715	\$ 139,116,733
Capital Assets (net)	69,163,846	64,813,609	242,284,936	236,972,910	311,448,782	301,786,519
Total Assets	108,961,927	106,955,368	359,447,570	333,947,884	468,409,497	440,903,252
Deferred Outflows of Resources	5,025,049	6,020,227	2,068,304	1,868,536	7,093,353	7,888,763
Liabilities						
Current and Other Liabilities	8,956,842	8,748,874	21,526,720	20,573,823	30,483,562	29,322,697
Long-Term Liabilities	50,710,424	58,349,351	96,319,441	86,978,011	147,029,865	145,327,362
Total Liabilities	59,667,266	67,098,225	117,846,161	107,551,834	177,513,427	174,650,059
Deferred Inflows of Resources	8,137,654	3,433,261	3,076,501	1,337,738	11,214,155	4,770,999
Net Position						
Net Investment in Capital Assets	42,701,384	36,350,667	178,502,750	172,603,318	221,204,134	208,953,985
Restricted	8,276,202	7,357,874	4,592,640	3,166,299	12,868,842	10,524,173
Unrestricted	(4,795,530)	(1,264,432)	57,497,822	51,157,231	52,702,292	49,892,799
Total Net Position	\$ 46,182,056	\$ 42,444,109	\$ 240,593,212	\$ 226,926,848	\$ 286,775,268	\$ 269,370,957

The largest portion of the City's net position is reflected in the investment in capital assets (e.g., land, buildings, and equipment) less any related outstanding debt used to acquire those assets. Net investment in capital assets totals \$221.2 million, or 47% of all assets, which total \$468.4 million. The City uses capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets cannot be used to liquidate the debt.

A portion of the City's net position, \$12.9 million, or 4.5% of total net position, represents resources that are subject to external restriction on how they may be used. The balance of unrestricted net position totaling \$52.7 million, or 18.4% of the total net position, may be used to meet the City's ongoing obligations to citizens and creditors, and provide funding for various projects.

CITY OF LEESBURG, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2020

Statement of Activities

The following table reflects the condensed Statement of Activities for the current year as compared to the prior year.

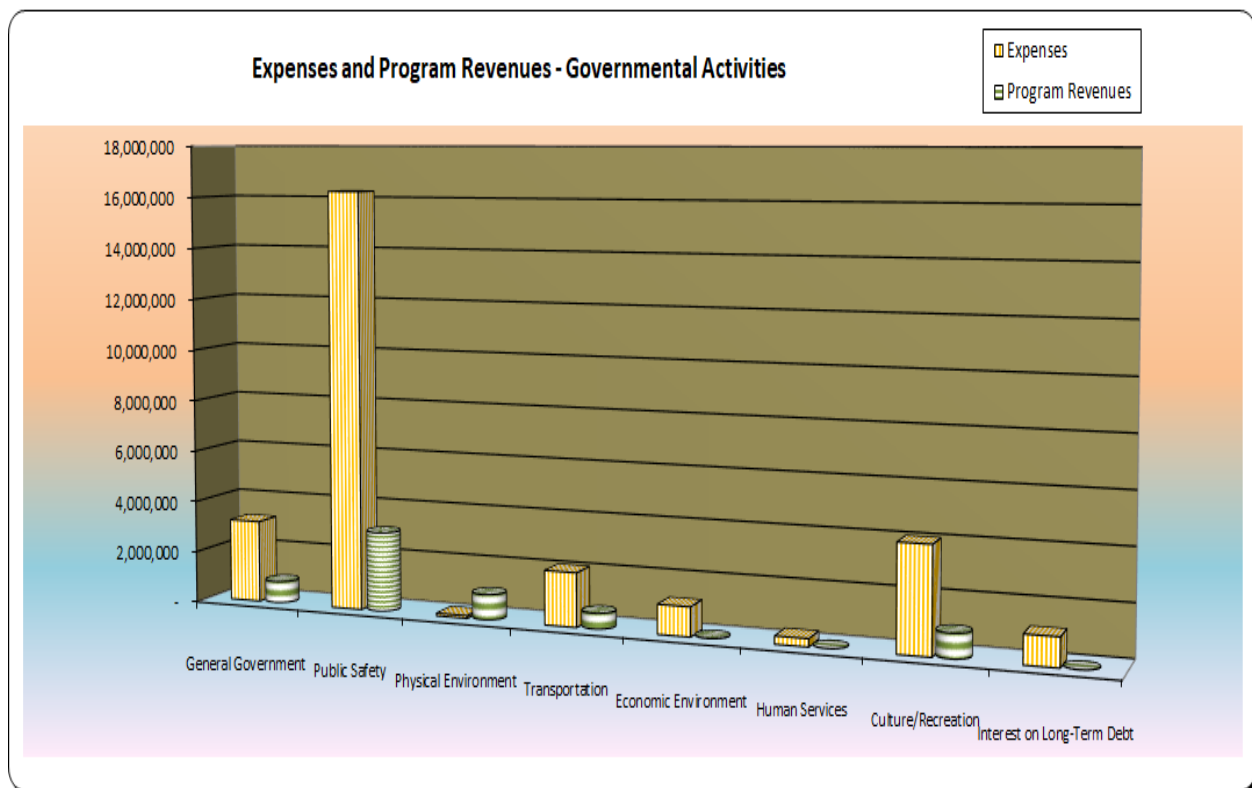
Changes in Net Position						
	Governmental Activities		Business-type Activities		Total	
	2020	2019	2020	2019	2020	2019
Revenues						
Program Revenues						
Charges for Services	\$ 4,341,533	\$ 4,459,845	\$ 94,418,697	\$ 97,806,450	\$ 98,760,230	\$ 102,266,295
Operating Grants and Contributions	628,643	315,203	430,733	565,210	1,059,376	880,413
Capital Grants and Contributions	1,397,720	352,436	5,132,748	2,391,074	6,530,468	2,743,510
General Revenues						
Taxes						
Property Taxes	5,934,099	6,228,596	-	-	5,934,099	6,228,596
Sales Taxes	2,155,466	2,123,574	-	-	2,155,466	2,123,574
Utility Service Taxes	3,807,987	3,816,666	-	-	3,807,987	3,816,666
Communication Services Taxes	833,150	855,154	-	-	833,150	855,154
Other Taxes	741,810	799,292	-	-	741,810	799,292
State-Shared Revenues, Unrestricted	2,318,426	2,324,903	-	-	2,318,426	2,324,903
County-Shared Revenues, Unrestricted	412,602	435,332	-	-	412,602	435,332
Investment Income	697,381	1,135,647	1,676,009	2,102,062	2,373,390	3,237,709
Miscellaneous	227,220	319,468	865,809	4,027,281	1,093,029	4,346,749
Total Revenues	<u>23,496,037</u>	<u>23,166,116</u>	<u>102,523,996</u>	<u>106,892,077</u>	<u>126,020,033</u>	<u>130,058,193</u>
Expenses						
General Government	3,478,302	4,316,993	-	-	3,478,302	4,316,993
Public Safety	16,285,754	16,221,272	-	-	16,285,754	16,221,272
Physical Environment	101,602	84,061	-	-	101,602	84,061
Transportation	2,072,205	2,085,647	-	-	2,072,205	2,085,647
Economic Environment	1,124,000	1,040,933	-	-	1,124,000	1,040,933
Human Services	303,807	296,365	-	-	303,807	296,365
Culture/Recreation	4,042,393	3,862,143	-	-	4,042,393	3,862,143
Interest on Long-Term Debt	1,096,516	1,146,628	-	-	1,096,516	1,146,628
Electric Utility	-	-	52,373,341	55,241,760	52,373,341	55,241,760
Gas Utility	-	-	5,152,566	5,908,980	5,152,566	5,908,980
Water Utility	-	-	6,662,035	7,008,398	6,662,035	7,008,398
Wastewater Utility	-	-	9,107,135	8,265,558	9,107,135	8,265,558
Airport	-	-	2,171,954	2,269,693	2,171,954	2,269,693
Stormwater	-	-	1,018,538	2,165,042	1,018,538	2,165,042
Solid Waste	-	-	3,625,574	3,406,525	3,625,574	3,406,525
Communications Services	-	-	-	-	-	-
Total Expenses	<u>28,504,579</u>	<u>29,054,042</u>	<u>80,111,143</u>	<u>84,265,956</u>	<u>108,615,722</u>	<u>113,319,998</u>
Changes in Net Position Before Transfers	(5,008,542)	(5,887,926)	22,412,853	22,626,121	17,404,311	16,738,195
Transfers	8,746,489	8,442,590	(8,746,489)	(8,442,590)	-	-
Change in Net Position	3,737,947	2,554,664	13,666,364	14,183,531	17,404,311	16,738,195
Net Position - Beginning	42,444,109	39,889,445	226,926,848	212,743,317	269,370,957	252,632,762
Net Position - Ending	<u>\$ 46,182,056</u>	<u>\$ 42,444,109</u>	<u>\$ 240,593,212</u>	<u>\$ 226,926,848</u>	<u>\$ 286,775,268</u>	<u>\$ 269,370,957</u>

**CITY OF LEESBURG, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2020**

Governmental Activities

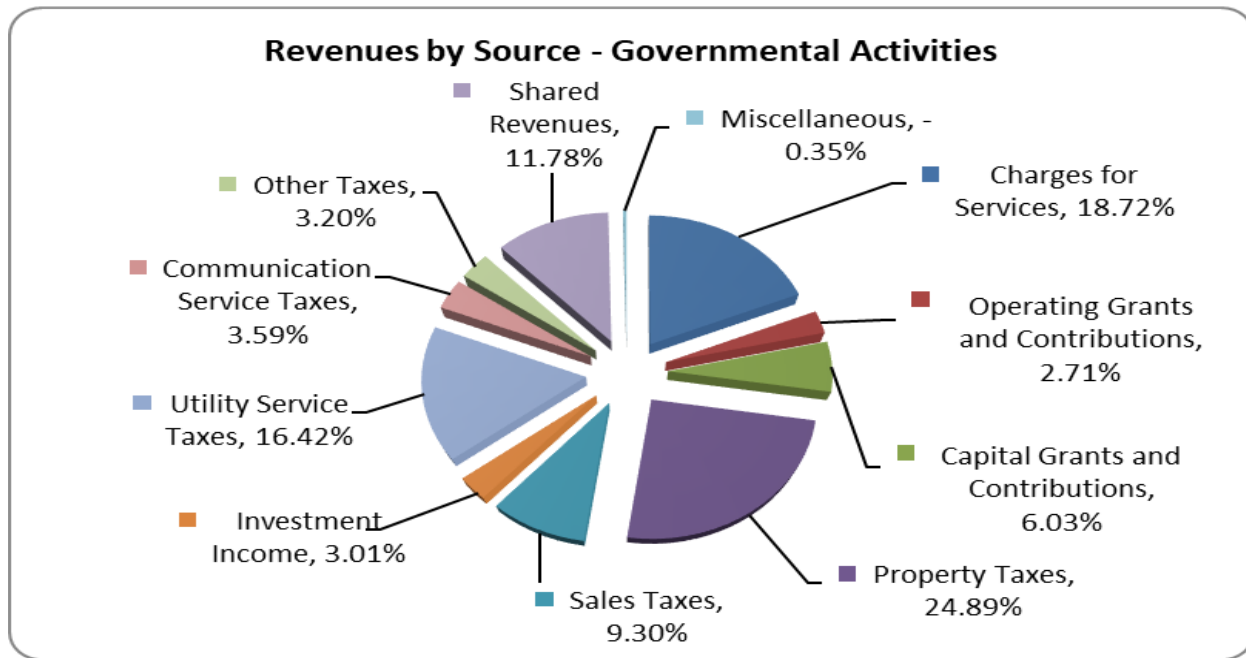
Governmental activities for the current fiscal year increased the City's net position by \$3.7 million, compared to an increase of \$2.5 million in the prior year. Program revenues and charges for services decreased by \$(118) thousand, primary a result of the COVID-19 pandemic. Operating grants and contributions increased \$313 thousand, while capital grants and contributions increased \$1.0 million, mainly due to the timing of grant-funded capital projects. Overall expenses decreased by \$(549.5) thousand, attributed primarily to a decrease in General Government costs. The COVID-19 Pandemic resulted in many of the programs the city offers to citizens to be suspended, thus resulting in less operating expenses.

The expenses and program revenues depicted in the following bar graph are from the Statement of Activities. Please note that expenses precede revenues as governments seek to identify the needs of their citizens and then raise the resources needed to meet those needs. The excess of expenses over program revenues are then funded by the remaining general revenues of the government.



**CITY OF LEESBURG, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2020**

The pie chart depicting revenues by source for governmental activities reflects the percentage of individual revenue sources to total revenue sources for governmental activities.



Activities of the City's four internal service funds are considered governmental rather than business-type activities. The net position of the four funds decreased by \$(263) thousand. The City's general employee health insurance fund net position decreased by \$(530) thousand due to an increase in claims expenses of \$624 thousand. The City continues to experience cost savings resulting from increased use of the City onsite wellness center, for which there is no cost to covered employees or dependents for visits, generic drugs dispensed from the center's formulary, and X-ray and MRI services performed by a third-party imaging center. The Workers' Compensation fund net position decreased by \$(59) thousand and claims decreased by \$(51) thousand. The City also has a Risk Management Fund, which charges the various departments an insurance fee for all costs related to General Liability, Excess Liability, Property/Casualty, Auto Physical Damage, Public Official and Employment Practices Liability. The Risk Management Fund charges City departments a fee based on factors such as number of vehicles, value of assets, and operating budget. The Fleet Maintenance fund tracks activities associated with providing vehicles and equipment services throughout the City's operations. Net operating income for the Fleet Maintenance Fund is \$435 thousand, which is an increase of \$226 thousand from the previous year, due primarily to greater internal charges. Combined operating expenses of all internal service funds increased by \$901 thousand.

Business-type Activities

The City has several business-type activities, which are accounted for much like commercial entities. The City has separate business-type funds for electric, gas, water and reuse water, wastewater, airport, stormwater, and solid waste. Business-type activities differ from governmental activities in that charges for services are designed specifically to recover the cost of providing those services, including capital costs, such as depreciation and debt service. Business-type activities primarily generate revenue as charges to users of the services of the various activities. Business-type activities for the current fiscal year increased the City's net position by \$13.7 million from \$226.9 million to \$240.6 million. Net

CITY OF LEESBURG, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2020

operating and nonoperating revenues of \$16 million (a decrease of \$(3.4) million from prior year) were offset primarily by transfers to the governmental funds of \$(8.7) million.

Financial Analysis of the City's Funds

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of fiscal year 2020, the City's governmental funds reported combined ending fund balances of \$28.5 million, a decrease of \$(1.3) million from the prior year. Unassigned fund balance of the governmental funds decreased \$(2.5) million to \$10.9 million, which is available for spending at the City's discretion. The remainder of fund balance is classified as nonspendable, restricted, committed, or assigned to indicate that it is not available for new spending because it has already been committed for other uses.

The General Fund is the primary general government operating fund of the City. At the end of fiscal year 2020, the fund balance of the General Fund was \$12.9 million. This fund balance is comprised of non-spendable funds totaling \$795 thousand, restricted funds of \$182.2 thousand, committed funds of \$69 thousand, assigned funds of \$71.4 thousand, and unassigned funds of \$11.8 million. This unassigned balance is a decrease of \$(2.4) million from the previous year.

The Greater Leesburg CRA experienced an increase of \$71 thousand in expenditures, part of these expenditures were to provide financial assistance of \$78 thousand to the Leesburg Partnership for COVID-19 Relief, while revenues decreased \$(9) thousand. The Carver Heights/Montclair CRA revenues increased by \$43 thousand in TIF and other revenues, while expenditures increased by \$31.2 thousand due to a local grant for Housing Rehabilitation. The U.S. Highway 441 & 27 CRA experienced a \$214 thousand increase in TIF and other revenues, while expenditures increased \$69 thousand due to the paydown of debt. These activities in the three CRAs combined to result in an increase of fund balance of \$319.8 thousand.

Expenditures in the Capital Projects Fund declined \$(3.8) million due to significant capital improvements that occurred in 2019, primarily to Venetian Gardens Community Building. Expenditures of \$4.7 million were more than offset by corresponding interfund transfers in of \$5.6 million, thus leaving fund balance with an increase of \$648.6 thousand.

CITY OF LEESBURG, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2020

Proprietary Funds

The City's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail. Unrestricted net position for business-type activities increased \$6.3 million, or 12.4%.

Unrestricted Net Position			
Fund	2020	2019	Change
Electric	\$ 16,546,334	\$ 18,369,477	\$ (1,823,143)
Gas	3,002,671	1,933,730	1,068,941
Water	7,588,383	5,388,471	2,199,912
Wastewater	22,471,667	17,922,663	4,549,004
Airport	3,214,379	2,809,554	404,825
Stormwater	2,292,856	2,866,144	(573,288)
Solid Waste	2,381,532	1,867,192	514,340
Total	<u>\$ 57,497,822</u>	<u>\$ 51,157,231</u>	<u>\$ 6,340,591</u>

The \$(1.8) million decrease in unrestricted net position in the Electric Fund is due to an decrease in personal service and contracted services of \$(198.7) thousand, and an increase in Net Investment in Capital Assets of \$3.9 million due to significant construction in progress on the Electric system. The unrestricted net position for the Gas Fund increased \$1.1 million, a result of continuing strong operations of the fund, which had an operating income of \$1.8 million. The increase in unrestricted net position in the Water Fund of \$2.2 million is attributable to an operating income of \$3.0 million. The unrestricted net position for the Wastewater Fund increased \$4.5 million, a result of the continuing strong operations of the fund, which had operating income of \$3.7 million, and a change in net position of \$5.1 million. The increase in unrestricted net position in the Solid Waste Fund of \$514 thousand is attributable to operating income of \$762 thousand.

General Fund Budgetary Highlights

The final General Fund expenditures budget of \$26.9 million is an increase over the original budget of \$25.5 million. The change is attributable to approximately \$1.3 million of rollovers from prior years for projects not completed in FY 19. Additionally, \$526 thousand dollars was added to the budget for the Aquatic Center project.

Actual revenues and expenditures varied from revised budget estimates in some areas. Licenses, permits, and assessments exceeded budget by \$107 thousand due to increased building and economic activity. Interest income exceeded budget by \$61.7 thousand due to conservative budgeting in general for this line item, as well as positive interest income and investment valuations in the current year. Other income exceeded budget by \$88 thousand due to significant purchasing card rebates, contributions, and sponsorships.

Expenditures lagged expectations in most areas. The majority of savings were in General Government, Public Safety, Human Services and Culture and Recreation, with variances of \$268 thousand, \$622 thousand, \$927 thousand and \$270 thousand, respectively. Savings in General Government, Public Safety, and Culture and Recreation stemmed from cost savings in the areas of salaries and other costs. Human Services was significantly below budget due to improvement grants that were budgeted but not taken in the current year, as well as the budget for paid time off sellbacks, which is budgeted for in Human Services, but the expenditures are recorded in the various other functions.

CITY OF LEESBURG, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2020

Capital Asset and Debt Administration

Capital Assets

Capital assets include land, buildings, improvements other than buildings, intangible assets, vehicles and equipment, infrastructure, and construction in progress. The infrastructure asset category includes long-lived capital assets, typically stationary in nature, such as roads, sidewalks and bridges. At September 30, 2020, the City had investments in capital assets of \$311.4 million (net of accumulated depreciation), a net increase of \$9.7 million from the previous year.

Significant changes in capital assets include the following:

Capital Assets

	Governmental Activities		Business-type Activities		Total	
	2020	2019	2020	2019	2020	2019
Land	\$ 5,455,412	\$ 4,670,713	\$ 15,596,789	\$ 15,713,564	\$ 21,052,201	\$ 20,384,277
Buildings	49,607,757	39,703,678	45,661,410	45,181,058	95,269,167	84,884,736
Improvements Other Than Buildings	10,590,130	10,245,212	271,034,353	260,167,064	281,624,483	270,412,276
Intangible Assets	-	-	879,076	879,076	879,076	879,076
Equipment	32,239,469	33,612,966	46,445,906	40,606,570	78,685,375	74,219,536
Infrastructure	43,479,972	42,529,042	-	-	43,479,972	42,529,042
Construction in Progress	2,829,431	9,068,311	17,055,136	23,788,881	19,884,567	32,857,192
	<u>144,202,171</u>	<u>139,829,922</u>	<u>396,672,670</u>	<u>386,336,213</u>	<u>540,874,841</u>	<u>526,166,135</u>
Less: Accumulated Depreciation	<u>75,038,325</u>	<u>75,016,313</u>	<u>154,387,734</u>	<u>149,363,303</u>	<u>229,426,059</u>	<u>224,379,616</u>
Capital Assets, Net	<u>\$ 69,163,846</u>	<u>\$ 64,813,609</u>	<u>\$ 242,284,936</u>	<u>\$ 236,972,910</u>	<u>\$ 311,448,782</u>	<u>\$ 301,786,519</u>

Governmental Activities - Total net capital assets increased \$4.4 million from the prior year, primarily due to capital projects such as the improvements to the various buildings within the city, and other improvements City-wide.

Business-type Activities – Total net capital assets increased \$5.3 million from the prior year, or 2.2%. Much of the increase is related to current and ongoing system improvements to the gas and water systems to handle future growth in the city and service areas of these utilities.

CITY OF LEESBURG, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2020

Expenses, including those provided below, were incurred on numerous capital projects in the business-type activities:

Electric

Transformers	\$ 354,735
Distribution Lines	6,419,019
Lighting Projects	1,300,348
Reconductoring	106,369
Subdivisions	920,745

Gas

Gate Stations	\$ 2,109,344
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Water

Line Relocation	\$ 42,744
Mains and Equipment	474,966

Wastewater

Line Relocation	\$ 42,744
Mains and Equipment	443,177
Turnpike Plant Expansion	638,011
Lift Station Rehabilitation	48,891

Airport

Runway 13/31 Rehab Design and Construction	\$ 267,377
Design and Construct Storage Hangers	752,044
Master Plan	390,763
Custom Facility Upgrades	31,550

Stormwater

Lake Lorraine Pond Cleanout	\$ 1,580,696
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Additional information on the City's capital assets can be found in Note 6 of the financial statements.

**CITY OF LEESBURG, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2020**

Long-Term Liabilities

At the end of fiscal year 2020, the City had total long-term liabilities outstanding of \$120.7 million, attributable to outstanding bonds, notes, compensated absences, and capital leases. \$75.5 million represents bonds secured solely by specified revenue sources. \$11.7 million of the bonds are applicable to governmental activities, and \$63.8 million is for the business-type activities. The City also has revenue notes totaling \$41.7 million, of which \$15.6 million is for governmental activities and \$26.1 million is for business-type activities.

The City's long-term liabilities also include an amount for the City's net pension liability in both the City-wide and proprietary Statements of Net Position of \$8.9 million. This amount is actuarially determined and represents the City's obligation for future pension benefits to its employees based on past service already provided. The amount is calculated net of assets available to provide for these future payments. Additional information on the City's net pension liability can be found in Note 12 of the notes to the financial statements.

Other postemployment benefits (OPEB) are considered a liability on the Statement of Net Position. This is an unfunded obligation which is calculated annually by the City's actuary. The calculated liability for fiscal year 2020 is \$23.7 million. Additional information on the City's OPEB obligation can be found in Note 14 of the notes to the financial statements.

**Long-Term Liabilities
Governmental and Business-type Activities Combined**

	<u>9/30/2020</u> <u>Balance</u>	<u>9/30/2019</u> <u>Balance</u>	<u>Net</u> <u>Change</u>
Revenue Bonds & Notes			
Bonds	\$ 75,434,992	\$ 78,387,389	\$ (2,952,397)
Notes	41,706,400	28,246,400	13,460,000
Total Revenue Bonds & Notes	<u>117,141,392</u>	<u>106,633,789</u>	<u>10,507,603</u>
Other Liabilities			
Compensated Absences	2,782,015	2,523,558	258,457
Capital Lease Payable	774,745	873,393	(98,648)
Net Pension Liability	8,879,738	12,353,994	(3,474,256)
Other Postemployment Benefits	23,704,230	29,343,547	(5,639,317)
Total Other Liabilities	<u>36,140,728</u>	<u>45,094,492</u>	<u>(8,953,764)</u>
Total Long-Term Liabilities Outstanding	<u>\$ 153,282,120</u>	<u>\$ 151,728,281</u>	<u>\$ 1,553,839</u>

CITY OF LEESBURG, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2020

The City is under constant surveillance and scrutiny from Wall Street rating agencies. The City had several ratings reviews in fiscal year 2020. On January 7, 2020, Fitch reaffirmed the credit ratings on Capital Improvement and the Issuer Default Rating (IDR) at AA-. On December 3, 2020, Moody's issued commentary on the City's water and sewer system, without affirming or changing the credit rating of Aa3. Other ratings were unchanged during the fiscal year.

	Rating Agencies		
	Moody's	S&P	Fitch
Capital	A1	N/A	AA-
Electric	Aa3	A	A+
Utility	Aa3	AA-	AA

Additional information on the City's long-term debt can be found in Note 8 of the notes to the financial statements.

Economic Factors and Next Year's Budget

- The unemployment rate for Lake County at September 2020 was 7.4%, compared to 2.9% from a year ago. This compares favorably to the State average rate of 7.2% and the national average of 7.7%.
- The millage rate for 2020 was 4.2678 mills, which was unchanged from the past few years. The City ranked 5th lowest out of the 14 cities in Lake County. The City is able to retain ad valorem rates at a minimal level due in large part from the transfers from utility fund operations.
- Population increased slightly to 24,539 from the prior fiscal year of 23,993.
- The 2021 property values are projected to improve from 2020 levels, resulting in ad valorem revenues that are expected to increase over the 2020 level. The city has attempted to adjust the economically drive revenues for decreases due to the ongoing COVID-19 pandemic. Revenues which are tied to sales are harder to predict.

Other

Power supply for 2020 received through the Florida Municipal Power Agency (FMPA) and the City's share of the St. Lucie Nuclear Power Plant represents 70% of the Electric Fund's annual operating expenses. More information on the City's Electric and Gas funds' purchased power agreements is in Note 7 of the financial statements.

Requests for Information

This financial report is designed to present users with a general overview of the City's finances and to demonstrate the City's accountability. If you have questions concerning any of the information provided in this report or need additional financial information, please contact the City's Finance Department at 501 West Meadow Street (P.O. Box 490630), Leesburg, FL, 34749-0630, or call (352) 728-9720.



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CITY-WIDE FINANCIAL STATEMENTS

CITY OF LEESBURG, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2020

	Governmental Activities	Business-type Activities	Total
Assets			
Pooled Cash and Investments	\$ 36,303,320	\$ 66,417,984	\$ 102,721,304
Restricted Assets:			
Temporarily Restricted:			
Pooled Cash and Investments	928,118	24,771,162	25,699,280
Cash with Fiscal Agent	1,301,847	4,753,792	6,055,639
Receivables (Net of Allowance for Uncollectibles)	517,986	12,585,786	13,103,772
Notes Receivables, Employees	17,678	-	17,678
Internal Balances	(1,033,661)	1,033,661	-
Due from Other Governments	879,624	1,661,407	2,541,031
Prepaid Items	597,789	11,579	609,368
Inventories	285,380	5,927,263	6,212,643
Capital Assets Not Being Depreciated	8,284,843	32,651,925	40,936,768
Capital Assets Being Depreciated, Net of Depreciation	60,879,003	209,633,011	270,512,014
Total Assets	<u>108,961,927</u>	<u>359,447,570</u>	<u>468,409,497</u>
Deferred Outflows of Resources			
Bond Refunding	1,840,347	993,619	2,833,966
Pensions	2,464,159	732,316	3,196,475
Other Postemployment Benefits	720,543	342,369	1,062,912
Total Deferred Outflows of Resources	<u>5,025,049</u>	<u>2,068,304</u>	<u>7,093,353</u>
Liabilities			
Accounts Payable	3,142,024	5,835,454	8,977,478
Accrued Liabilities	1,108,224	600,195	1,708,419
Accrued Interest Payable	463,194	1,430,699	1,893,893
Customer Advances for Construction	-	87,697	87,697
Unearned Revenue	150,797	957,933	1,108,730
Claims Payable	1,669,061	-	1,669,061
Customer Deposits	148,277	5,578,405	5,726,682
Rate Stabilization Credit	-	2,720,452	2,720,452
Due to Other Governments	3,633	335,262	338,895
Noncurrent Liabilities:			
Due Within One Year	2,271,632	3,980,623	6,252,255
Due in More Than One Year	27,507,401	87,049,732	114,557,133
Net Pension Liability	7,209,456	1,670,282	8,879,738
Other Postemployment Benefits	15,993,567	7,599,427	23,592,994
Total Liabilities	<u>59,667,266</u>	<u>117,846,161</u>	<u>177,513,427</u>
Deferred Inflows of Resources			
Pensions	2,453,239	375,520	2,828,759
Other Postemployment Benefits	5,684,415	2,700,981	8,385,396
Total Deferred Inflows of Resources	<u>8,137,654</u>	<u>3,076,501</u>	<u>11,214,155</u>
Net Position			
Net Investment in Capital Assets	42,701,384	178,502,750	221,204,134
Restricted for:			
Public Safety	167,682	-	167,682
Capital Projects	1,288,546	4,404,316	5,692,862
Debt Service	2,020,419	-	2,020,419
Special Revenue	4,799,555	-	4,799,555
Gas Depository Trust	-	188,324	188,324
Unrestricted	(4,795,530)	57,497,822	52,702,292
Total Net Position	<u>\$ 46,182,056</u>	<u>\$ 240,593,212</u>	<u>\$ 286,775,268</u>

The notes to the financial statements are an integral part of this statement.

CITY OF LEESBURG, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2020

Functions/Programs	Program Revenues				Net (Expense) Revenue and Changes in Net Position		
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Primary Government		
					Governmental Activities	Business-type Activities	Total
Governmental Activities							
General Government	\$ 3,478,302	\$ 768,233	\$ 56,620	\$ -	\$ (2,653,449)	\$ -	\$ (2,653,449)
Public Safety	16,285,754	2,453,732	407,707	190,476	(13,233,839)	-	(13,233,839)
Physical Environment	101,602	86,830	-	880,096	865,324	-	865,324
Transportation	2,072,205	316,358	132,056	147,468	(1,476,323)	-	(1,476,323)
Economic Environment	1,124,000	1,830	-	6,765	(1,115,405)	-	(1,115,405)
Human Services	303,807	-	-	-	(303,807)	-	(303,807)
Culture and Recreation	4,042,393	714,550	32,260	172,915	(3,122,668)	-	(3,122,668)
Interest on Long-Term Debt	1,096,516	-	-	-	(1,096,516)	-	(1,096,516)
Total Governmental Activities	28,504,579	4,341,533	628,643	1,397,720	(22,136,683)	-	(22,136,683)
Business-Type Activities							
Electric Utility	52,373,341	58,126,020	125,801	914,416	-	6,792,896	6,792,896
Gas Utility	5,152,566	6,825,859	2,818	497,743	-	2,173,854	2,173,854
Water Utility	6,662,035	8,946,893	34,338	1,427,583	-	3,746,779	3,746,779
Wastewater Utility	9,107,135	12,815,543	2,257	1,018,269	-	4,728,934	4,728,934
Airport	2,171,954	1,191,491	-	1,073,187	-	92,724	92,724
Stormwater System	1,018,538	2,125,399	601	201,550	-	1,309,012	1,309,012
Solid Waste System	3,625,574	4,387,492	264,918	-	-	1,026,836	1,026,836
Total Business-Type Activities	80,111,143	94,418,697	430,733	5,132,748	-	19,871,035	19,871,035
Total Primary Government	\$ 108,615,722	\$ 98,760,230	\$ 1,059,376	\$ 6,530,468	(22,136,683)	19,871,035	(2,265,648)
General Revenues:							
Taxes:							
Property Taxes					5,934,099	-	5,934,099
Sales Taxes					2,155,466	-	2,155,466
Utility Service Taxes					3,807,987	-	3,807,987
Communication Services Taxes					833,150	-	833,150
Other Taxes					741,810	-	741,810
State-shared Revenues, Unrestricted					2,318,426	-	2,318,426
County-shared Revenues, Unrestricted					412,602	-	412,602
Investment Income					697,381	1,676,009	2,373,390
Miscellaneous					227,220	865,809	1,093,029
Transfers					8,746,489	(8,746,489)	-
Total General Revenues, Special Item, and Transfers					25,874,630	(6,204,671)	19,669,959
Change in Net Position					3,737,947	13,666,364	17,404,311
Net Position, Beginning of Year					42,444,109	226,926,848	269,370,957
Net Position, End of Year					\$ 46,182,056	\$ 240,593,212	\$ 286,775,268

The notes to the financial statements are an integral part of this statement.



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FUND FINANCIAL STATEMENTS



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MAJOR GOVERNMENTAL FUNDS

General Fund is the principal fund of the City and is used to account for all activities not included in other funds. The General Fund accounts for the normal recurring activities of the City (i.e., police, fire, public works, general government, etc.). These activities are funded principally by property taxes, intergovernmental revenues, and licenses, fees, and assessments.

Community Redevelopment Agency Funds consist of the Greater Leesburg Community Redevelopment Agency Fund, Carver Heights/Montclair Area Community Redevelopment Agency Fund, and U.S. Highway 441/27 Community Redevelopment Agency Fund, which are incremental tax districts established pursuant to Florida Statutes and accounted for as special revenue funds. The funds account for the incremental increase in ad valorem tax revenue collected within the designated community redevelopment agency areas. Revenues must be utilized and expended in accordance with the respective community redevelopment agency plans.

Capital Projects Fund accounts for financial resources used for the acquisition or construction of major capital facilities (other than those financed by proprietary funds and trust funds).



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**CITY OF LEESBURG, FLORIDA
BALANCE SHEET
ALL GOVERNMENTAL FUNDS
SEPTEMBER 30, 2020**

	Major Funds			Other	Total
	General Fund	Community Redevelopment Agency Funds	Capital Projects Fund	Nonmajor Governmental Funds	Governmental Funds
Assets					
Pooled Cash and Investments	\$ 13,587,292	\$ 1,475,758	\$ 8,307,610	\$ 4,813,506	\$ 28,184,166
Restricted Cash	183,622	744,496	-	-	928,118
Cash with Fiscal Agent	-	92,268	-	1,209,579	1,301,847
Accounts Receivables, Net of Allowance of \$190,718	226,160	-	-	31,925	258,085
Notes Receivable - Employees	17,678	-	-	-	17,678
Due from Other Funds	25,924	-	-	-	25,924
Due from Other Governments	329,443	-	343,349	206,827	879,619
Prepaid Items	588,273	9,516	-	-	597,789
Inventory	189,363	-	-	-	189,363
Total Assets	<u>\$ 15,147,755</u>	<u>\$ 2,322,038</u>	<u>\$ 8,650,959</u>	<u>\$ 6,261,837</u>	<u>\$ 32,382,589</u>
Liabilities and Fund Balances					
Liabilities					
Accounts Payable	\$ 906,290	\$ 25,001	\$ 270,664	\$ 213,523	\$ 1,415,478
Due to Other Funds	-	-	-	25,924	25,924
Due to Other Governments	3,633	-	-	-	3,633
Accrued Salaries	1,041,300	-	-	35,030	1,076,330
Unearned Revenue	150,797	-	-	-	150,797
Deposits	140,687	3,440	-	4,150	148,277
Advance from Other Fund	-	1,033,661	-	-	1,033,661
Total Liabilities	<u>2,242,707</u>	<u>1,062,102</u>	<u>270,664</u>	<u>278,627</u>	<u>3,854,100</u>
Fund Balances					
Nonspendable:					
Prepaid Items	588,273	-	-	-	588,273
Inventory	189,363	-	-	-	189,363
Notes Receivable - Employees	17,678	-	-	-	17,678
Restricted for:					
Public Safety and Other Expenditures	167,682	-	-	-	167,682
Capital Projects	14,500	1,274,046	-	-	1,288,546
Debt Service	-	836,764	-	1,183,655	2,020,419
Special Revenue Funds	-	-	-	4,799,555	4,799,555
Committed for:					
C.U.R.E. Program	69,480	-	-	-	69,480
Assigned for:					
Capital and Other Projects	71,438	-	8,380,295	-	8,451,733
Unassigned	11,786,634	(850,874)	-	-	10,935,760
Total Fund Balances	<u>12,905,048</u>	<u>1,259,936</u>	<u>8,380,295</u>	<u>5,983,210</u>	<u>28,528,489</u>
Total Liabilities and Fund Balances	<u>\$ 15,147,755</u>	<u>\$ 2,322,038</u>	<u>\$ 8,650,959</u>	<u>\$ 6,261,837</u>	<u>\$ 32,382,589</u>

The notes to the financial statements are an integral part of this statement.



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CITY OF LEESBURG, FLORIDA
RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
AS OF SEPTEMBER 30, 2020

Fund balances of governmental funds		\$ 28,528,489
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds:		
Cost of the Assets (excluding capital assets of the Internal Service Funds included below)	\$ 120,467,067	
Accumulated Depreciation (excluding Internal Service Funds)	<u>(58,477,949)</u>	61,989,118
The internal service funds are used by management to charge the costs of health insurance and workers' compensation services, risk management costs and fleet operation costs to individual funds. The assets, deferred outflows, liabilities and deferred inflows of the internal service funds are included in governmental activities in the statement of net position.		11,605,707
Deferred Amounts on Refunding are not available to cover current liabilities and therefore are not considered revenue in the fund level statements.		1,840,347
Deferred Outflows are not reported in the governmental funds but will be recognized in expense on a long-term basis (excluding Internal Service Funds).		
Pensions		2,438,610
Other Postemployment Benefits		702,641
Deferred Inflows are not reported in the governmental funds but will be recognized in expense on a long-term basis (excluding Internal Service Funds).		
Pensions		(2,440,138)
Other Postemployment Benefits		(5,543,187)
Accrued interest payable is not recorded in the fund financial statements but is recorded in governmental activities.		(463,194)
Long-term liabilities are not due and payable in the current period and, accordingly, are not reported in the governmental funds. Long-term liabilities at year-end consist of:		
Capital Improvement Revenue Bonds	(11,670,000)	
Notes Payable	(15,587,400)	
Capital Lease	(774,745)	
Compensated Absences (excluding Internal Service Funds)	(1,623,264)	
Total Other Postemployment Benefits (excl. Internal Service Funds)	(15,669,744)	
Net Pension Liability (excluding Internal Service Funds)	<u>(7,151,184)</u>	<u>(52,476,337)</u>
Net position of governmental activities		\$ 46,182,056

The notes to the financial statements are an integral part of the financial statements.



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CITY OF LEESBURG, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
ALL GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Major Funds			Other	Total
	General	Community	Capital	Nonmajor	Governmental
	Fund	Redevelopment	Projects	Governmental	Funds
		Agency Funds	Fund	Funds	
Revenues					
Taxes	\$ 10,104,335	\$ 1,522,700	\$ -	\$ 2,724,573	\$ 14,351,608
Licenses, Permits, and Assessments	1,634,859	-	-	1,028,410	2,663,269
Intergovernmental	2,982,821	-	191,692	172,927	3,347,440
Charges for Services	885,765	-	-	5,748	891,513
Fines and Forfeitures	146,227	-	-	5,552	151,779
Impact Fees	-	-	-	325,067	325,067
Miscellaneous:					
Interest	271,683	47,507	173,718	73,883	566,791
Rental	589,593	1,830	-	-	591,423
Other	167,194	-	-	86,830	254,024
Total Revenues	16,782,477	1,572,037	365,410	4,422,990	23,142,914
Expenditures					
Current:					
General Government	3,678,770	-	-	-	3,678,770
Public Safety	15,230,727	-	-	962,286	16,193,013
Physical Environment	99,049	-	-	-	99,049
Transportation	1,292,655	-	-	-	1,292,655
Economic Environment	258,409	463,338	-	125,332	847,079
Human Services	303,807	-	-	-	303,807
Culture and Recreation	3,380,029	-	-	-	3,380,029
Debt Service:					
Principal Payments	71,150	276,000	-	887,498	1,234,648
Interest and Fees	18,965	343,543	-	647,559	1,010,067
Capital Outlay	339,614	105,504	4,703,107	67,996	5,216,221
Total Expenditures	24,673,175	1,188,385	4,703,107	2,690,671	33,255,338
Excess (Deficiency) of Revenues Over (Under) Expenditures	(7,890,698)	383,652	(4,337,697)	1,732,319	(10,112,424)
Other Financing Sources (Uses)					
Sale of Capital Assets	42,923	-	-	-	42,923
Insurance Proceeds from Losses	-	-	152,176	-	152,176
Transfers from Other Funds	10,593,887	78,120	5,630,222	2,287,276	18,589,505
Transfers to Other Funds	(5,561,199)	(141,958)	(796,097)	(3,451,587)	(9,950,841)
Total Other Financing Sources (Uses)	5,075,611	(63,838)	4,986,301	(1,164,311)	8,833,763
Net Change in Fund Balances	(2,815,087)	319,814	648,604	568,008	(1,278,661)
Fund Balances, Beginning of Year	15,720,135	940,122	7,731,691	5,415,202	29,807,150
Fund Balances, End of Year	\$ 12,905,048	\$ 1,259,936	\$ 8,380,295	\$ 5,983,210	\$ 28,528,489

The notes to the financial statements are an integral part of this statement.



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**CITY OF LEESBURG, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES OF THE GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2020**

Net change in fund balances - total governmental funds \$ (1,278,661)

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital purchases as expenditures. However, in the statement of activities, the cost of those assets is depreciated over their estimated useful lives and reported as depreciation expense. This reconciling item is the amount by which capital purchases, less net book value of disposals, exceeds depreciation expense:

Capital Purchases	\$	5,212,221	
Net Book Value of Disposals		925,630	
Depreciation Expense		<u>(2,944,686)</u>	3,193,165

Repayment of bond and note principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net assets. This is a list of those repayments:

Capital Improvement Revenue Bonds	565,000		
Notes Payable	571,000		
Capital Lease	<u>98,648</u>		1,234,648

Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds:

Accrued Interest Payable	20,437		
Compensated Absences	(173,597)		
Change in Deferred Amount on Refunding	(125,851)		
Pension Expense	665,798		
Change in Other Postemployment Benefits Liability	<u>464,782</u>		851,569

The Internal Service Funds are used by management to charge the costs of activities that benefit the entire government. The net revenue (expense) of the internal service funds is reported with governmental activities.

(262,774)

Change in net position of governmental activities \$ 3,737,947

The notes to the financial statements are an integral part of the financial statements.



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MAJOR PROPRIETARY FUNDS

Proprietary Funds account for operations that are financed and operated in a manner similar to private business enterprises, where the costs of providing goods or services to the general public are recovered primarily through user charges; or where the City has decided that determination of net income is appropriate for capital maintenance, public policy, management control, accountability or other purposes. Individual major proprietary funds are described below.

Electric Utility Fund accounts for the purchase and distribution of electric services.

Gas Utility Fund accounts for the purchase and distribution of gas services.

Water Utility Fund accounts for costs for collection, treatment, and distribution of water services.

Wastewater Utility Fund accounts for costs to provide wastewater and sanitary sewer services.

Airport Fund accounts for the costs associated with the management, construction, maintenance, protections, control, regulation, use, and enhancement of the City's International Airport.

INTERNAL SERVICE FUNDS

Internal Service Funds account for the financing of goods and services provided by one department to other departments of the governmental unit on a cost-reimbursement basis. The City maintains four internal service funds. The internal service funds are for the payment of employee health and medical claims, workers' compensation claims, property and casualty policies, and the purchase and maintenance of the City's vehicles.

CITY OF LEESBURG, FLORIDA
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
SEPTEMBER 30, 2020

	Business-type Activities - Enterprise Funds		
	Major Funds		
	Electric Utility Fund	Gas Utility Fund	Water Utility Fund
Assets			
Current Assets:			
Pooled Cash and Investments	\$ 20,873,568	\$ 4,187,297	\$ 8,767,214
Restricted Pooled Cash and Investments:			
Customer Deposits Account	4,707,284	786,352	555,720
Prefunded Construction Projects	87,697	-	-
Cash with Fiscal Agent	2,025,990	274,602	1,254,507
Receivables:			
Customer Accounts, Unbilled	3,103,960	249,244	449,133
Customer Accounts, Billed	5,290,084	427,468	665,319
(Allowance for Doubtful Accounts)	(785,334)	(57,198)	(109,849)
Miscellaneous Receivables	-	-	-
Due from Other Governments	769,976	237	1,792
Advance to Other Fund	1,033,661	-	-
Prepaid Items	-	11,579	-
Inventories	5,228,597	386,776	311,890
Total Current Assets	42,335,483	6,266,357	11,895,726
Noncurrent Assets:			
Restricted Assets:			
Pooled Cash and Investments:			
Impact Fees Account	-	-	616,834
Bond Proceeds	-	-	-
Depository Trust Account	-	188,324	-
Total Restricted Assets	-	188,324	616,834
Property, Plant, and Equipment:			
Land	3,547,105	425,361	363,470
Buildings	2,925,202	560,896	9,943,258
Improvements Other Than Buildings	129,561,260	19,586,618	48,375,007
Machinery and Equipment	17,164,558	3,692,913	10,040,939
Less Accumulated Depreciation and Amortization	(61,972,372)	(9,002,614)	(27,732,718)
Intangible Assets	92,652	-	748,274
Construction in Progress	12,701,678	192,966	946,237
Total Property, Plant, and Equipment	104,020,083	15,456,140	42,684,467
Total Noncurrent Assets	104,020,083	15,644,464	43,301,301
Total Assets	146,355,566	21,910,821	55,197,027
Deferred Outflows of Resources			
Deferred Amounts on Bond Refunding	-	166,654	346,653
Deferred Outflows-Pension Related	347,900	116,036	61,263
Deferred Outflows: OPEB	100,697	51,467	55,943
Total Deferred Outflows of Resources	448,597	334,157	463,859

Business-type Activities - Enterprise Funds				Governmental Activities
Major Funds				
Wastewater Utility Fund	Airport Fund	Nonmajor Enterprise Funds	Total Enterprise Funds	Internal Service Funds
\$ 24,122,673	\$ 2,889,024	\$ 5,578,208	\$ 66,417,984	\$ 8,119,154
2,190	-	3,160	6,054,706	-
-	-	-	87,697	-
1,198,693	-	-	4,753,792	-
651,736	-	327,525	4,781,598	-
2,121,119	31,548	480,990	9,016,528	-
(160,496)	-	(99,463)	(1,212,340)	-
-	-	-	-	259,901
65	871,688	17,649	1,661,407	5
-	-	-	1,033,661	-
-	-	-	11,579	-
-	-	-	5,927,263	96,017
27,935,980	3,792,260	6,308,069	98,533,875	8,475,077
3,787,482	-	-	4,404,316	-
14,036,119	-	-	14,036,119	-
-	-	-	188,324	-
17,823,601	-	-	18,628,759	-
5,790,529	4,698,649	771,675	15,596,789	-
24,400,385	7,817,813	13,856	45,661,410	564,988
30,196,617	27,454,268	15,860,583	271,034,353	148,127
15,225,594	107,139	214,763	46,445,906	22,902,713
(33,140,013)	(17,727,856)	(4,812,161)	(154,387,734)	(16,560,376)
38,150	-	-	879,076	-
1,609,903	1,539,173	65,179	17,055,136	119,276
44,121,165	23,889,186	12,113,895	242,284,936	7,174,728
61,944,766	23,889,186	12,113,895	260,913,695	7,174,728
89,880,746	27,681,446	18,421,964	359,447,570	15,649,805
480,312	-	-	993,619	-
141,175	1,152	64,790	732,316	25,549
85,033	4,475	44,754	342,369	17,902
706,520	5,627	109,544	2,068,304	43,451
(Continued)				

CITY OF LEESBURG, FLORIDA
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
SEPTEMBER 30, 2020
(Concluded)

	Business-type Activities - Enterprise Funds		
	Major Funds		
	Electric Utility Fund	Gas Utility Fund	Water Utility Fund
Liabilities			
Current Liabilities:			
Accounts and Retainage Payable	\$ 4,000,471	\$ 143,829	\$ 421,955
Rate Stabilization Credit	2,720,452	-	-
Due to Other Governments	317,968	16,403	-
Other Accrued Expenses	255,658	78,731	77,667
Claims Payable	-	-	-
Compensated Absences	309,272	75,505	60,856
Other Postemployment Benefits	10,538	5,386	5,855
Unearned Revenue	-	515,334	56,003
	<u>7,614,359</u>	<u>835,188</u>	<u>622,336</u>
Current Liabilities Payable from Restricted Assets:			
Customer Deposits	4,707,284	297,941	555,720
Customer Advances for Construction	87,697	-	-
Accrued Interest Payable	666,989	88,482	371,434
Bonds and Notes Payable - Current Portion	<u>1,359,000</u>	<u>187,949</u>	<u>886,878</u>
Current Liabilities Payable from Restricted Assets	<u>6,820,970</u>	<u>574,372</u>	<u>1,814,032</u>
Total Current Liabilities	<u>14,435,329</u>	<u>1,409,560</u>	<u>2,436,368</u>
Noncurrent Liabilities:			
Claims Payable	-	-	-
Electric Utility Revenue Bond 2007B	7,115,000	-	-
Electric Utility Refunding Revenue Note 2016	6,215,000	-	-
Electric Utility Refunding Revenue Bond 2016	19,387,180	-	-
Electric Utility Revenue Note Series 2020	100,000	-	-
Revenue Bonds Payable, Series 2007	-	-	-
Utility Revenue Refunding Note Payable 2010	-	-	1,680,076
Utility Revenue Refunding Bond Payable 2013	-	2,651,197	5,514,704
Utility Revenue Refunding Bond 2016	-	2,092,038	11,986,713
Utility Revenue Note Series 2020	-	-	-
Compensated Absences	253,041	61,777	49,791
Other Postemployment Benefits	2,235,128	1,142,397	1,241,735
Net Pension Liability	<u>793,507</u>	<u>264,653</u>	<u>139,730</u>
Total Noncurrent Liabilities	<u>36,098,856</u>	<u>6,212,062</u>	<u>20,612,749</u>
Total Liabilities	<u>50,534,185</u>	<u>7,621,622</u>	<u>23,049,117</u>
Deferred Inflows of Resources			
Deferred Inflows-Pension Related	178,136	59,501	31,414
Deferred Inflows: OPEB	<u>794,406</u>	<u>406,030</u>	<u>441,337</u>
Total Deferred Inflows of Resources	<u>972,542</u>	<u>465,531</u>	<u>472,751</u>
Net Position			
Net Investment in Capital Assets	78,751,102	10,966,830	23,933,801
Restricted for:			
Capital Improvements	-	-	616,834
Gas Depository Trust	-	188,324	-
Unrestricted	<u>16,546,334</u>	<u>3,002,671</u>	<u>7,588,383</u>
Total Net Position	<u>\$ 95,297,436</u>	<u>\$ 14,157,825</u>	<u>\$ 32,139,018</u>

Business-type Activities - Enterprise Funds				Governmental Activities
Major Funds				
Wastewater Utility Fund	Airport Fund	Nonmajor Enterprise Funds	Total Enterprise Funds	Internal Service Funds
\$ 825,395	\$ 384,940	\$ 58,864	\$ 5,835,454	\$ 1,308,604
-	-	-	2,720,452	-
-	130	761	335,262	-
118,543	7,290	62,306	600,195	31,894
-	-	-	-	1,002,114
99,819	9,184	56,157	610,793	26,520
8,899	468	4,684	35,830	1,873
77,596	309,000	-	957,933	-
1,130,252	711,012	182,772	11,095,919	2,371,005
2,190	12,110	3,160	5,578,405	-
-	-	-	87,697	-
303,794	-	-	1,430,699	-
900,173	-	-	3,334,000	-
1,206,157	12,110	3,160	10,430,801	-
2,336,409	723,122	185,932	21,526,720	2,371,005
-	-	-	-	1,084,889
-	-	-	7,115,000	-
-	-	-	6,215,000	-
-	-	-	19,387,180	-
-	-	-	100,000	-
745,000	-	-	745,000	-
2,019,924	-	-	3,700,000	-
7,641,009	-	-	15,806,910	-
4,402,151	-	-	18,480,902	-
15,000,000	-	-	15,000,000	-
81,670	7,514	45,947	499,740	21,698
1,887,439	99,339	993,389	7,599,427	397,356
321,991	2,627	147,774	1,670,282	58,272
32,099,184	109,480	1,187,110	96,319,441	1,562,215
34,435,593	832,602	1,373,042	117,846,161	3,933,220
72,390	856	33,223	375,520	13,101
670,832	35,307	353,069	2,700,981	141,228
743,222	36,163	386,292	3,076,501	154,329
29,149,302	23,603,929	12,097,786	178,502,750	7,174,728
3,787,482	-	-	4,404,316	-
-	-	-	188,324	-
22,471,667	3,214,379	4,674,388	57,497,822	4,430,979
\$ 55,408,451	\$ 26,818,308	\$ 16,772,174	\$ 240,593,212	\$ 11,605,707

CITY OF LEESBURG, FLORIDA
STATEMENT OF REVENUES, EXPENSES,
AND CHANGES IN FUND NET POSITION
PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Business-type Activities - Enterprise Funds		
	Major Funds		
	Electric Utility Fund	Gas Utility Fund	Water Utility Fund
Operating Revenues			
Charges for Services	\$ 57,227,865	\$ 6,526,365	\$ 8,807,910
Other	870,602	204,930	138,983
Total Operating Revenues	58,098,467	6,731,295	8,946,893
Operating Expenses			
Personal Services	3,468,800	1,511,504	1,421,749
Purchased Energy	35,770,698	1,532,632	-
Supplies and Materials	359,757	152,622	626,952
Maintenance Costs	900,912	110,909	203,967
Contracted Services	1,469,406	59,331	246,374
Other Services and Charges	4,618,917	1,011,288	1,817,463
Depreciation and Amortization	4,417,501	597,085	1,649,642
Claims Expense	-	-	-
Insurance Premiums	-	-	-
Total Operating Expenses	51,005,991	4,975,371	5,966,147
Operating Income (Loss)	7,092,476	1,755,924	2,980,746
Nonoperating Revenues (Expenses)			
Investment Income	541,462	89,967	191,277
Other Nonoperating Income	-	-	-
Gain (Loss) on Sale of Assets	186,307	4	(35,103)
Interest Expense	(1,367,350)	(177,195)	(695,888)
Grants	125,801	2,818	34,338
Total Nonoperating Revenues (Expenses)	(513,780)	(84,406)	(505,376)
Income (Loss) Before Capital Contributions and Transfers	6,578,696	1,671,518	2,475,370
Capital Contributions and Transfers			
Capital Contributions	914,416	592,307	1,427,583
Transfers from Other Funds	-	-	-
Transfers to Other Funds	(5,392,360)	(748,552)	(1,011,461)
Total Capital Contributions and Transfers	(4,477,944)	(156,245)	416,122
Change in Net Position	2,100,752	1,515,273	2,891,492
Net Position, Beginning of Year	93,196,684	12,642,552	29,247,526
Net Position, End of Year	\$ 95,297,436	\$ 14,157,825	\$ 32,139,018

The notes to the financial statements are an integral part of this statement.

Business-type Activities - Enterprise Funds				Governmental Activities
Major Funds				
Wastewater Utility Fund	Airport Fund	Nonmajor Enterprise Funds	Total Enterprise Funds	Internal Service Funds
\$ 11,967,569	\$ 113,817	\$ 5,900,850	\$ 90,544,376	\$ 10,774,969
208,862	1,085,006	69,457	2,577,840	424,314
<u>12,176,431</u>	<u>1,198,823</u>	<u>5,970,307</u>	<u>93,122,216</u>	<u>11,199,283</u>
2,235,996	140,468	1,121,925	9,900,442	594,795
-	-	-	37,303,330	-
437,710	14,943	304,257	1,896,241	151,997
557,811	146,641	445,816	2,366,056	672,556
562,476	117,132	1,070,375	3,525,094	923,297
2,945,841	226,531	1,409,944	12,029,984	50,518
1,708,685	1,526,239	291,749	10,190,901	1,432,298
-	-	-	-	6,305,866
-	-	-	-	1,287,201
<u>8,448,519</u>	<u>2,171,954</u>	<u>4,644,066</u>	<u>77,212,048</u>	<u>11,418,528</u>
<u>3,727,912</u>	<u>(973,131)</u>	<u>1,326,241</u>	<u>15,910,168</u>	<u>(219,245)</u>
726,707	55,773	98,376	1,703,562	130,589
-	105,010	-	105,010	-
610,681	(7,332)	-	754,557	(309,377)
(658,616)	-	-	(2,899,049)	-
2,257	-	265,519	430,733	160
<u>681,029</u>	<u>153,451</u>	<u>363,895</u>	<u>94,813</u>	<u>(178,628)</u>
<u>4,408,941</u>	<u>(819,680)</u>	<u>1,690,136</u>	<u>16,004,981</u>	<u>(397,873)</u>
1,656,291	1,073,187	744,088	6,407,872	27,274
-	-	-	-	1,611,848
<u>(970,515)</u>	<u>(41,302)</u>	<u>(582,299)</u>	<u>(8,746,489)</u>	<u>(1,504,023)</u>
<u>685,776</u>	<u>1,031,885</u>	<u>161,789</u>	<u>(2,338,617)</u>	<u>135,099</u>
5,094,717	212,205	1,851,925	13,666,364	(262,774)
<u>50,313,734</u>	<u>26,606,103</u>	<u>14,920,249</u>	<u>226,926,848</u>	<u>11,868,481</u>
<u>\$ 55,408,451</u>	<u>\$ 26,818,308</u>	<u>\$ 16,772,174</u>	<u>\$ 240,593,212</u>	<u>\$ 11,605,707</u>

The notes to the financial statements are an integral part of this statement.

CITY OF LEESBURG, FLORIDA
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Business-type Activities - Enterprise Funds		
	Major Funds		
	Electric Utility Fund	Gas Utility Fund	Water Utility Fund
Cash Flows from Operating Activities			
Receipts from Customers and Users	\$ 57,578,411	\$ 6,640,614	\$ 8,957,124
Payments to Suppliers for Goods and Services	(43,242,355)	(3,145,738)	(2,894,197)
Cash Paid for Insurance Claims	-	-	-
Cash Paid to Employees for Services	(3,626,640)	(1,474,807)	(1,651,826)
Net Cash Provided by (Used in) Operating Activities	10,709,416	2,020,069	4,411,101
Cash Flows from Noncapital Financing Activities			
Transfers from Other Funds	-	-	-
Transfers to Other Funds	(5,392,360)	(748,552)	(1,011,461)
Non-Capital Grant Proceeds	125,801	3,006	32,546
Proceeds from Interfund Loan	68,465	-	-
Principal Paid on Noncapital Debt	(485,000)	-	-
Interest Paid on Noncapital Debt	(464,182)	-	-
Net Cash Provided by (Used in) Noncapital Financing Activities	(6,147,276)	(745,546)	(978,915)
Cash Flows from Capital and Related Financing Activities			
Interest Paid on Revenue Bonds and Customer Deposits	(1,025,612)	(187,388)	(769,389)
Acquisition and Construction of Capital Assets	(8,043,865)	(396,075)	(320,780)
Proceeds from the Disposition of Capital Assets	33,360	4	-
Issuance of Debt	100,000	-	-
Principal Paid on Capital Debt	(824,000)	(181,785)	(858,574)
Capital Contributions	709,869	433,572	589,126
Return of Customer Advances	(35,820)	-	-
Net Cash Provided by (Used in) Capital and Related Financing Activities	(9,086,068)	(331,672)	(1,359,617)
Cash Flows from Investing Activities			
Interest Received	541,462	88,044	187,277
Net Cash Provided by (Used in) Investing Activities	541,462	88,044	187,277
Net Increase (Decrease) in Cash and Cash Equivalents	(3,982,466)	1,030,895	2,259,846
Cash and Cash Equivalents, Beginning of Year	31,677,005	4,405,680	8,934,429
Cash and Cash Equivalents, End of Year	\$ 27,694,539	\$ 5,436,575	\$ 11,194,275

The notes to the financial statements are an integral part of the financial statements.

Business-type Activities - Enterprise Funds				Governmental Activities
Major Funds				Internal Service Funds
Wastewater Utility Fund	Airport Fund	Nonmajor Enterprise Funds	Total Enterprise Funds	
\$ 11,030,735	\$ 1,202,014	\$ 5,952,265	\$ 91,361,163	\$ 10,718,793
(4,126,816)	(414,111)	(3,270,810)	(57,094,027)	(3,088,170)
-	-	-	-	(4,857,414)
(2,424,688)	(142,814)	(1,304,374)	(10,625,149)	(627,022)
4,479,231	645,089	1,377,081	23,641,987	2,146,187
-	-	-	-	1,504,023
(903,992)	-	(582,299)	(8,638,664)	(1,504,023)
2,192	23,025	606,930	793,500	155
-	-	-	68,465	-
(35,000)	-	-	(520,000)	-
(47,348)	-	-	(511,530)	-
(984,148)	23,025	24,631	(8,808,229)	155
(640,076)	-	-	(2,622,465)	-
(198,293)	(1,382,252)	(1,660,084)	(12,001,349)	(2,503,316)
1,090	105,010	-	139,464	132,567
15,000,000	-	-	15,100,000	-
(829,641)	-	-	(2,694,000)	-
1,018,269	384,275	-	3,135,111	-
-	-	-	(35,820)	-
14,351,349	(892,967)	(1,660,084)	1,020,941	(2,370,749)
721,164	55,773	98,376	1,692,096	130,589
721,164	55,773	98,376	1,692,096	130,589
18,567,596	(169,080)	(159,996)	17,546,795	(93,818)
24,579,561	3,058,104	5,741,364	78,396,143	8,212,972
\$ 43,147,157	\$ 2,889,024	\$ 5,581,368	\$ 95,942,938	\$ 8,119,154

(Continued)

The notes to the financial statements are an integral part of the financial statements.

CITY OF LEESBURG, FLORIDA
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2020
(Concluded)

	Business-type Activities - Enterprise Funds		
	Major Funds		
	Electric Utility Fund	Gas Utility Fund	Water Utility Fund
<u>Reconciliation of Cash and Cash Equivalents to Balance Sheet</u>			
Total Unrestricted Equity in Pooled Cash and Cash Equivalents	\$ 20,873,568	\$ 4,187,297	\$ 8,767,214
Total Restricted Equity in Pooled Cash and Cash Equivalents & Cash with Fiscal Agent	6,820,971	1,249,278	2,427,061
Total Cash and Cash Equivalents, End of Year	\$ 27,694,539	\$ 5,436,575	\$ 11,194,275
<u>Reconciliation of Operating Income (Loss) to Net Cash Provided by (Used in) Operating Activities</u>			
Operating Income (Loss)	\$ 7,092,476	\$ 1,755,924	\$ 2,980,746
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided by (Used in) Operating Activities:			
Depreciation and Amortization	4,417,501	597,085	1,649,642
Decrease (Increase) in Assets:			
Customer Accounts (Net of Allowances)	361,194	(45,570)	(933)
Miscellaneous Receivables	-	-	-
Prepaid Items	-	(11,579)	-
Inventory	(1,048,295)	(25,374)	(51,191)
Decrease (Increase) in Deferred Outflows: Pension	(165,210)	(57,672)	(19,158)
Decrease (Increase) in Deferred Outflows: OPEB	16,584	4,508	13,359
Increase (Decrease) in Liabilities:			
Accounts Payable	907,208	(239,634)	51,750
Unearned Revenue	-	-	-
Due to Other Governments	18,422	(2,369)	-
Accrued Expenses	50,267	10,578	11,012
Claims Payable	-	-	-
Rate Stabilization Credit	(894,989)	-	-
Other Postemployment Benefits Liability	(530,928)	(177,409)	(393,125)
Net Pension Liability	(160,384)	(40,087)	(80,113)
Other Liabilities	72,292	(28,460)	516
Increase (Decrease) in Deferred Inflows: Pension	145,471	49,066	23,886
Increase (Decrease) in Deferred Inflows: OPEB	427,807	231,062	224,710
Net Cash Provided by (Used in) Operating Activities	\$ 10,709,416	\$ 2,020,069	\$ 4,411,101
<u>Noncash Investing, Capital, or Financing Transactions:</u>			
Capital Contribution	-	-	\$ 840,639

The notes to the financial statements are an integral part of the financial statements.

Business-type Activities - Enterprise Funds				Governmental Activities
Major Funds				
Wastewater Utility Fund	Airport Fund	Nonmajor Enterprise Funds	Total Enterprise Funds	Internal Service Funds
\$ 24,122,673	\$ 2,889,024	\$ 5,578,208	\$ 66,417,984	\$ 8,119,154
19,024,484	-	3,160	29,524,954	-
<u>\$ 43,147,157</u>	<u>\$ 2,889,024</u>	<u>\$ 5,581,368</u>	<u>\$ 95,942,938</u>	<u>\$ 8,119,154</u>
\$ 3,727,912	\$ (973,131)	\$ 1,326,241	\$ 15,910,168	\$ (219,245)
1,708,685	1,526,239	291,749	10,190,901	1,432,298
(1,145,561)	6,081	(18,042)	(842,831)	-
-	-	-	-	(56,176)
-	-	-	(11,579)	-
-	-	-	(1,124,860)	67,987
(63,759)	(648)	(27,076)	(333,523)	(12,160)
16,255	856	11,221	62,783	3,422
377,022	91,136	(40,402)	1,147,080	795,892
-	(15,000)	-	(15,000)	-
-	-	(16)	16,037	-
16,568	789	5,110	94,324	5,132
-	-	-	-	157,658
-	-	-	(894,989)	-
(501,629)	(26,402)	(327,119)	(1,956,612)	(105,606)
(82,227)	(6)	(49,143)	(411,960)	(11,638)
13,194	15,766	(23)	73,285	3,342
58,548	766	26,480	304,217	10,707
354,223	18,643	178,101	1,434,546	74,574
<u>\$ 4,479,231</u>	<u>\$ 645,089</u>	<u>\$ 1,377,081</u>	<u>\$ 23,641,987</u>	<u>\$ 2,146,187</u>
\$ 638,022	-	-	\$ 1,478,661	\$ 107,825

The notes to the financial statements are an integral part of the financial statements.



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FIDUCIARY FUNDS

Pension Trust Funds account for the activities of the firefighters' and police officers' and the general employees' pension funds, which accumulate resources for pension benefits and disability payments to qualified retirees.

**CITY OF LEESBURG, FLORIDA
STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS
SEPTEMBER 30, 2020**

	Employee Retirement Funds
Assets	
Cash	\$ 718,567
Investments, at Fair Value:	
U.S. Government, Agency, and Municipal Securities	9,423,803
Foreign Bonds	325,280
Corporate Bonds	6,203,384
Corporate Stocks	22,097,804
Collateralized Mortgage Obligations	380,355
Alternative Investments	11,678,630
Money Market	1,020,816
Mutual Funds	32,595,092
Total Investments	<u>83,725,164</u>
Interest Receivable	<u>237,102</u>
Total Assets	<u>84,680,833</u>
Net Position	
Restricted for:	
Employees' Pension Benefits	<u><u>\$ 84,680,833</u></u>

The notes to the financial statements are an integral part of this statement.

CITY OF LEESBURG, FLORIDA
STATEMENT OF CHANGES IN FUND NET POSITION
FIDUCIARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Employee Retirement Funds
Additions	
Contributions:	
Employer	\$ 2,331,644
State	379,739
Employee	491,379
Total Contributions	<u>3,202,762</u>
Investment Income:	
Net Increase (Decrease) in Fair Value of Investments	4,340,296
Interest and Dividend Income	1,767,913
Other Income	200,192
Less: Investment Expenses	<u>(323,873)</u>
Total Investment Income	<u>5,984,528</u>
Total Additions	<u>9,187,290</u>
Deductions	
Benefit Payments	4,830,023
Refund of Contributions	162,782
Administrative Expense	<u>240,353</u>
Total Deductions	<u>5,233,158</u>
Change in Plan Net Position	3,954,132
Net Position Restricted for Employees'	
Pension Benefits:	
Beginning of Year	<u>80,726,701</u>
End of Year	<u><u>\$ 84,680,833</u></u>

The notes to the financial statements are an integral part of this statement.



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NOTES TO THE FINANCIAL STATEMENTS

CITY OF LEESBURG, FLORIDA
NOTES TO THE FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting and reporting of the City of Leesburg, Florida (the City) conform to accounting principles generally accepted in the United States (GAAP) as applied to governmental entities. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles, which are primarily set forth in GASB's *Codification of Governmental Accounting and Financial Reporting Standards (GASB Codification)*. The more significant of these accounting policies are summarized below.

A. Financial Reporting Entity

The City is a Florida municipality governed by an elected five-member City Commission. The City was established by the adoption of its Charter in the Laws of Florida, Chapter 9820, 1923. The City provides a traditional mix of governmental services, including police and fire protection, the construction and maintenance of streets and infrastructure, library, recreational activities, cultural events, planning, zoning, housing, and administrative services. The City also provides a full range of utility services, including electric, natural gas, solid waste, water, reuse water, wastewater treatment, airport, and stormwater. In addition, the City has three Community Redevelopment Agencies (CRAs), which are Greater Leesburg, Carver Heights/Montclair Area, and U.S. Highway 441 & 27.

The City Commission is governed by the City Charter and by state and local laws and regulations. The City Commission is responsible for the establishment and adoption of policy for the City. The execution of such policy is the responsibility of the Commission-appointed City Manager.

This report includes all funds, departments, agencies, boards and commissions, and other organizational units that are administered by the City Manager and/or controlled by or dependent upon the City Commission as set forth in the City Charter. In GASB Statement No. 61, *The Financial Reporting Entity: Omnibus - an amendment of GASB Statements No. 14 and No. 34*, the GASB has set forth criteria to be considered in determining financial accountability. These criteria include appointing a voting majority of an organization's governing body and: (1) the ability of the City to impose its will on that organization; or (2) the potential for the organization to provide specific financial benefits to or impose specific financial burdens on the City.

As required by GAAP, these financial statements present the City of Leesburg (the primary government) and its component units. In evaluating the City as a reporting entity, management has addressed all potential component units for which the City may or may not be financially accountable and, if applicable, has included them in the City's financial statements. Additionally, the primary government is required to consider other organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete.

The City has identified and included within the financial reporting entity, as its component units, legally separate organizations for which the City is financially accountable for which a significant relationship with the City exists such that exclusion would cause the City's financial statement to be misleading or incomplete.

CITY OF LEESBURG, FLORIDA
NOTES TO THE FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

There is one component unit which is legally separate from the City, but is so intertwined with the City that it is, in substance, the same as the City. It is reported as part of the City as a blended component unit and blended into an appropriate fund as listed below:

Community Redevelopment Agency (CRA): The City established the Greater Leesburg, Carver Heights/Montclair Area, and U.S. Highway 441 & 27 Community Redevelopment Agencies as component units of the City pursuant to Section 163.512, Florida Statutes.

The CRA's sole purpose is to administer funds distributed via state law for blighted areas within the City. The Governing Boards are composed of the City Commission plus two members appointed by the City Commission; therefore the City Commission has absolute influence over the CRA board. Additionally, the City provides financial support to the CRA, so a financial benefit/burden relationship exists. In accordance with 163.387, Florida Statutes, the supplemental schedule details the following: the amount and source of revenues, the amount and purpose of expenditures, including the amount of debt principal and interest paid during the current year. The CRA is reported as a major special revenue fund. The remaining amounts of indebtedness to which revenues of the fund are pledged are detailed in Note 8.

B. Recent Governmental Accounting Standards Board (GASB) Statements

The GASB statements implemented by the City this fiscal year had little or no impact on the City's financial statements.

C. Basic Financial Statements

The basic financial statements include both City-wide and fund level statements. The City-wide financial statements report on all activities of the City and its blended component unit except those that are fiduciary in nature.

Statements for fiduciary activities, such as employee pension plans, are presented in a separate section of this report. Both the City-wide and fund level statements classify primary activities of the City as either governmental activities, which are primarily supported by taxes and intergovernmental revenues, or business-type activities, which are primarily supported by user fees and charges.

City-wide financial statements include a Statement of Net Position and a Statement of Activities. These statements report on the government as a whole, both the primary government and its component units, and provide a consolidated financial picture of the government. As part of the consolidation process, interfund activities are eliminated to avoid distorted financial results. Fiduciary funds of the government are not included in the presentation since these resources are not available for general government funding purposes. The Statement of Net Position reports all financial and capital resources of the City's governmental and business-type activities. It is presented in a net position format and shown with three components: (1) net investment in capital assets; (2) restricted net position; and (3) unrestricted net position.

The Statement of Activities reports the functional categories of programs provided by the City and demonstrates how and to what degree those programs are supported by specific revenues.

CITY OF LEESBURG, FLORIDA
NOTES TO THE FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

Program revenues are classified into three categories: (1) charges for services; (2) operating grants and contributions; and (3) capital grants and contributions. Charges for services refer to direct recovery from customers for services rendered. Grants and contributions refer to revenues restricted for specific programs whose use may be restricted further to operational or capital items. The general revenues sections display revenues collected that help support all functions of the government.

The fund financial statements follow and report additional and detailed information about the City's operations for major funds individually, and nonmajor funds in the aggregate, for governmental, proprietary and fiduciary funds. Reconciliations are provided that converts the results of governmental fund accounting to the City-wide presentation.

D. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

City-wide financial statements, as well as the fund financial statements for proprietary funds and fiduciary funds, are reported using the economic resources measurement focus, and the accrual basis of accounting. Revenues are recognized in the period for which they are levied. When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as needed.

Operating revenues shown for proprietary operations generally result from producing or providing goods and services such as electric, gas, water, wastewater, stormwater, solid waste and aviation. Operating expenses include all costs related to providing the service or product. These costs include salaries and benefits, supplies, travel, contract services, depreciation, administrative expenses, and/or other expenses directly related to the cost of services. All other revenue and expenses not meeting these definitions are reported as non-operating revenues and expenses.

All governmental fund financial statements are reported using a current financial resources measurement focus and a modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized in the accounting period in which they become both measurable and available to finance expenditures of the current period. Available means collectible within the current period, or soon enough thereafter, to be used to pay liabilities of the current period. This period is within 180 days of the end of the fiscal year, and jointly assessed taxes collected through other governments are within 60 days.

Property taxes, franchise taxes, investment earnings, and most charges for services are recorded as earned since they are measurable and available. Licenses, permits and assessments, fines and forfeitures, and miscellaneous revenues are recorded as revenues when received in cash because they are generally not measurable until received.

A significant portion of the City's grants and contracts are exchange transactions. Funds from these transactions are deemed to be earned and reported as revenue when such funds have been expended towards the designated purpose and eligibility requirements have been met.

Expenditures are recorded when the related fund liability is incurred. Exceptions to this general rule include: (1) accumulated paid time off, which is not reported until they have been paid; (2) prepaid

CITY OF LEESBURG, FLORIDA
NOTES TO THE FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

insurance and similar items, which are reported only on the balance sheet and do not affect expenditures; and (3) principal and interest on long-term debt, which are recognized when due. Budgets for governmental funds are also prepared on the modified accrual basis.

The City charges centralized services through the General Fund and Internal Service Funds to functional activities through various charge methods. Expenses reported for functional activities include these indirect expenses, including an administrative component.

The accounting policies and the presentation of the financial report of the City have been designed to conform to GAAP as applicable to government units, in accordance with the GASB.

E. Major Governmental Funds

1. The **General Fund** is the City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.
2. The **Community Redevelopment Agency Fund** includes the **Greater Leesburg Community Redevelopment Agency, Carver Heights/Montclair Area Community Redevelopment Agency,** and **U.S. Highway 441 & 27 Community Redevelopment Agency.** These are incremental tax districts established pursuant to Florida Statutes and accounted for in a special revenue fund. The fund accounts for the incremental increase in ad valorem tax revenue collected within the designated community redevelopment areas. Revenues must be utilized and expended in accordance with the respective community redevelopment plans.
3. The **Capital Projects Fund** accounts for financial resources used for the acquisition or construction of major capital facilities (other than those financed by proprietary funds and trust funds).

F. Major Enterprise Funds

1. The **Electric Utility Fund** accounts for the purchase and distribution of electric services.
2. The **Gas Utility Fund** accounts for the purchase and distribution of gas services.
3. The **Water Utility Fund** accounts for costs for collection, treatment, and distribution of water services.
4. The **Wastewater Utility Fund** accounts for costs to provide wastewater and sanitary sewer services.
5. The **Airport Fund** accounts for the costs associated with the management, construction, maintenance, protection, control, regulation, use, and enhancement of the City's International Airport.

CITY OF LEESBURG, FLORIDA
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G. Internal Service Funds

Internal Service Funds account for the financing of goods and services provided by one department to other departments of the governmental unit on a cost-reimbursement basis. The City maintains four internal service funds:

1. The **General Employees' Health Insurance Fund** accounts for maintaining the City's self-insured employee health insurance.
2. The **Workers' Compensation Insurance Fund** accounts for maintaining the City's workers compensation self-insurance fund.
3. The **Fleet Maintenance Fund** accounts for maintaining the purchases and services of the City's vehicles.
4. The **Risk Management Fund** accounts for maintaining the City's self-insured property and casualty policies.

H. Fiduciary Funds

Pension Trust Funds account for the activities of the firefighters' and police officers' pension funds, and the general employees' retirement fund, which accumulate resources for pension benefits and disability payments to qualified retirees.

I. Encumbrances

Encumbrance accounting, under which purchase orders, contracts and other commitments for the expenditure of monies are recorded in order to reserve a portion of the applicable budget appropriation, is utilized by the governmental funds of the City. Encumbrances lapse at fiscal year-end.

J. Assets, Liabilities, Deferred Outflows/Inflows of Resources and Net Position/Fund Balance

1. **Cash and Investments** - The City's cash and cash equivalents include cash on hand, demand deposits, and equity in pooled cash and investments. The equity in pooled cash and investments represents a fund's share of a cash and investment pool maintained by the City for use by all funds, except the pension funds and funds with agreements that require separate bank accounts. State statutes require all deposits of the City, including demand deposit accounts, time deposit accounts and money market accounts be held in institutions designated by the Treasurer of the State of Florida as "qualified public depositories" and are covered by a collateral pool as required by the statute.

All investments are reported at fair value. For the purpose of the statement of cash flows, the City considers cash equivalents to be highly liquid investments (including restricted assets) with an original maturity of three months or less when purchased. Interest earned from investments purchased with pooled cash is allocated to each participating fund based on the fund's average

CITY OF LEESBURG, FLORIDA
NOTES TO THE FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

equity balance, except as required by City charter. Funds that incur negative equity in pooled cash and investments during the year incur a charge for interest. Funds used to account for federal and state grants may have negative equity in pooled cash and investments throughout the year due to the reimbursement basis of the grant programs.

2. **Receivables and Payables** - Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans).

Accounts receivable balances are shown net of the allowance for uncollectible accounts. The allowance amounts in the enterprise funds are based on historical experience. In the governmental funds, the allowance varies based on management estimates. Electric, gas, water and related wastewater charges to customers are based on actual consumption. Consumption is determined on a monthly cycle basis. The City recognizes as revenue the estimated unbilled consumption at fiscal year-end.

3. **Inventories and Prepaid Items** - Inventories of expendable supplies held for consumption are priced at the "first-in-first-out" method of accounting. Governmental fund type inventories are recorded using the consumption method. Reported inventories in governmental funds are included with nonspendable fund balance because they are not in spendable form. In proprietary fund types, inventories are expended when consumed. Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements. The costs of prepaid items are recorded as expenditures when consumed rather than when purchased.
4. **Capital Assets** - Capital assets, which include land, property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items) are reported in the applicable governmental or business-type activities columns in the City-wide financial statements.

Capital asset purchases are recorded as capital outlay expenditures in the fund level governmental funds in the year of acquisition. Property, plant, and equipment with initial, individual costs that equal or exceed \$5,000 with estimated useful lives of over one year are recorded as capital assets. Roads, bridges, and sidewalks are capitalized when their initial costs equal or exceed \$25,000 as long as they possess estimated useful lives of more than one year. For intangible assets, the City maintains a \$100,000 threshold for related assets. Capital assets are recorded at historical cost or estimated historical cost. Donated capital assets, donated works of art and similar items, and capital assets received in a service concession arrangement are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the fair value of the assets or materially extend the assets' lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets of major business-type activities is included as part of the capitalized value of the assets constructed. During 2018, there was no capitalized interest.

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Infrastructure, buildings, improvements other than buildings, utility plant, and vehicles and equipment are depreciated using the straight-line method over the following estimated useful lives:

Buildings	10 - 50 Years
Improvements Other than Buildings	5 - 50 Years
Utility Plant	10 - 50 Years
Vehicles and Equipment	5 - 50 Years
Infrastructure	15 - 60 Years

Expenditures for repairs and maintenance are expensed when incurred. Additions, major renewals, and replacements that increase the useful lives of the assets are capitalized.

5. **Deferred Outflows/Inflows of Resources** - In addition to assets and liabilities, the Statements of Net Position report a separate section for deferred outflows/inflows of resources. This separate financial statement element, deferred outflow of resources, represents a consumption of net position that applies to future period(s) and so will not be recognized as an outflow of resources until then. The City has three items that qualify for reporting in this category: 1) the deferred amounts on refunding reported in the City-wide and proprietary statements of net position. A deferred amount on refunding results from the difference in the carrying value of refunded debt and its reacquisition price, and is recognized as a component of interest expense in a systematic manner over the shorter of the life of the refunded or refunding debt; 2) the deferred amounts on pension obligations reported in the City-wide and proprietary statements of net position; and 3) the deferred amounts on other postemployment benefits reported in the City-wide and proprietary statements of net position. The deferred amounts on pension obligations and other postemployment benefits result from expenses recognized over defined future periods.

The City's Statement of Net Position includes deferred inflows of resources. This separate financial statement element represents an acquisition of net position that applies to future periods and so will not be recognized as an inflow of resources until then. The City's deferred inflows are related to pensions and other postemployment benefits and can be found in the City-wide and proprietary statements of net position. Deferred inflows related to the City's pensions and other postemployment benefits result from resources that will be available to reduce the City's pension expense but not until future periods.

6. **Contributions** - Contributions in the form of cash and capital assets to the governmental activities of the City are recognized on the Statement of Activities as revenues in the period they are received. Contributions of capital assets and primarily completed infrastructure from developers are recognized at the fair value at the date of donation. All contributions are reported on the Statement of Activities as program revenues, with operating contributions reported separately from capital contributions.
7. **Interfund Activity** - Interfund activity within and among the City's three fund categories (governmental, proprietary, and fiduciary) are classified as reciprocal interfund activity and non-reciprocal interfund activity.

CITY OF LEESBURG, FLORIDA
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FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

Reciprocal interfund activity flows between funds with an expectation of repayment and is reported as interfund receivables and payables.

Reciprocal interfund activity flows between funds without an expectation of repayment within a reasonable time and is reported as transfers between funds. Interfund services provided and used are sales and purchases of goods and services between funds for a price approximating their external value, and are reported as revenues and expenditures (or expenses) in the funds.

Non-reciprocal interfund activity is the flow of assets between funds without an equivalent flow of assets in return, or without a requirement for repayment. This is reported as transfers in governmental funds and non-operating revenues and expenses in proprietary funds.

As a rule, the effect of interfund activity has been eliminated from City-wide financial statements. Exceptions to this general rule are payments in lieu of taxes and other charges between the City's Water, Wastewater, Solid Waste, and General Fund, as well as cost reimbursement transactions between the enterprise funds and various other functions of the government. Exclusion of these charges would distort the direct costs and program revenues reported for the various functions concerned.

8. **Restricted Assets** - Assets are reported as restricted in the City-wide Statement of Net Position and the enterprise fund level statements when constraints are placed on asset use. The constraints are either: (1) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or (2) imposed by law or through constitutional provisions or enabling legislation.
9. **Unearned Revenues** - Inflows that do not yet meet the criteria for revenue recognition, such as occupational licenses collected in advance, are recorded as unearned revenue in the City-wide and in the fund financial statements.
10. **Self-Insurance Claims** - Liabilities for reported claims and incurred but not reported claims are estimated based on an actuarial review of claims pending and historical experience.
11. **Compensated Absences** - Employees earn paid time off (PTO) that is commensurate with their years of service with the City. A maximum of 560 hours can be accumulated and used for vacation, sick, personal business, etc. Upon termination or retirement, employees are paid for a maximum of 360 hours of PTO time. This PTO program replaced separate vacation and sick time programs under which some employees still have time available.

In governmental and proprietary fund financial statements, the amount of compensated absences associated with employee vacations that are recorded as expenditures (expenses) represent the amounts paid during the year, plus the amount accrued at year-end that would normally be liquidated with available spendable resources. Only the amount of the compensated absence liability that has matured is reported in the governmental fund financial statements and the General Fund is typically used to liquidate this liability. In the City-wide financial statements, all governmental fund compensated absences are recorded and split between the current and noncurrent portions. For proprietary funds, the entire liability for

CITY OF LEESBURG, FLORIDA
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compensated absences of these funds is reflected in the respective financial statements, split between the current and noncurrent portions.

12. **Long-Term Obligations** - In the City-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type Statements of Net Position. Bond premiums and discounts are amortized over the life of the bonds. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are expensed as incurred.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

13. **Fund Balances** - Fund balance is divided into five classifications based primarily on the extent to which the City is bound to observe constraints imposed upon the use of the resources in the governmental funds. The classifications are as follows:

- a. **Nonspendable** - The nonspendable fund balance category includes amounts that cannot be spent because they are not in spendable form, or are legally or contractually required to be maintained intact. The "not in spendable form" criterion includes items that are not expected to be converted to cash. It also includes the long-term amount of interfund loans.
- b. **Restricted** - Fund balance is reported as restricted when constraints placed on the use of resources are either externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments, or are imposed by law through constitutional provisions or enabling legislation (City ordinances). Enabling legislation authorizes the City to assess, levy, charge, or otherwise mandate payment of resources (from external resource providers) and includes a legally enforceable requirement that those resources be used only for the specific purposes stipulated in the legislation. Legal enforceability means the City can be compelled by an external party such as citizens, public interest groups, or the judiciary to use resources created by enabling legislation only for the purposes specified by the legislation.
- c. **Committed** - The committed fund balance classification includes amounts that can be used only for the specific purposes imposed by formal action (ordinance) of City Commission. Those committed amounts cannot be used for any other purpose unless City Commission removes or changes the specified use by taking the same type of action (ordinance) it employed to previously commit those amounts. In contrast to fund balance that is restricted by enabling legislation, committed fund balance classification may be redeployed for other purposes with appropriate due process.

Constraints imposed on the use of committed amounts are imposed by City Commission, and

CITY OF LEESBURG, FLORIDA
NOTES TO THE FINANCIAL STATEMENTS
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anything separate from these constraints is not considered to be legally enforceable. Committed fund balance also incorporates contractual obligations to the extent that existing resources in the fund have been specifically committed for use in satisfying those contractual requirements.

- d. Assigned** - Amounts in the assigned fund balance classification are intended to be used by the City for specific purposes, but do not meet the criteria to be classified as restricted or committed. In governmental funds other than the General Fund, assigned fund balance represents the remaining amount that is not restricted or committed. The City, for planning purposes, may assign fund balances for a specific purpose, such as setting aside funds for capital equipment replacement, emergency preparedness, and accrued benefit payouts to retired/terminated employees. Unlike commitments, assignments generally exist temporarily. Decisions with regard to these purposes and amounts will be determined by the City Commission by resolution and additional action by the City is essential to either remove or revise them.
- e. Unassigned** - Fund balance is the residual classification for the General Fund and includes all spendable amounts not contained in the other classifications. In the other governmental funds, the unassigned classification is used only to report a deficit balance resulting from overspending for specific purposes for which amounts had been restricted, committed, or assigned.

The City applies restricted resources first when expenditures are incurred for purposes for which either restricted or unrestricted (committed, assigned, or unassigned) amounts are available. Similarly, within unrestricted fund balance, committed amounts are reduced first, followed by assigned, and then by unassigned amounts when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used. Unassigned fund balance may also include negative balances for any governmental fund if expenditures exceed amounts restricted, committed, or assigned for those specific purposes.

- 14. Use of Estimates** - The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.
- 15. Minimum Fund Balance Policy** - The General Fund reserve target is 20% of the fund's current year budgeted appropriations. For the purpose of determining if the target has been met, the unassigned fund balance of the General Fund is then compared with the annual appropriations budget.

For other major funds designated as major funds within the City's CAFR, the City has established a range of 15-25% of operating expenditures, which are utilized for the purposes allowed by these various fund types. Fiduciary funds do not have fund balance targets.

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FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

16. Electric Rate Stabilization - The City purchases bulk power from the Florida Municipal Power

Agency (FMPA) and resells it to the electric utility customers. The Bulk Power Cost Adjustment can vary significantly from month to month. The Electric Rate Stabilization is designed to smooth out the electric utility rates paid by the electric utility customers. This stabilization process serves to minimize variances in the purchased power component of the City's electric utility service charge by passing along a more stable cost over time, even though the actual costs incurred by the City can vary. When bulk power costs are higher than usual, previously collected funds are used to stabilize the cost passed along to electric utility consumers. The converse occurs when actual costs are less than the amount charged since the difference between the actual cost and that charged consumers is reserved for future application.

17. Reclassifications - Certain 2019 amounts have been reclassified to conform to the 2020 presentation.

**CITY OF LEESBURG, FLORIDA
NOTES TO THE FINANCIAL STATEMENTS
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NOTE 2 - BUDGET AND BUDGETARY DATA

A. Budget Policy

The City, in accordance with its City code and state law, applies the following procedures in establishing the budgetary data reflected in the accompanying financial statements.

An annual operating budget is prepared by the departments for the General, Special Revenue, Enterprise, Capital Projects and Debt Service Funds. This is then reviewed by the City Manager, Finance Director, and Budget Manager. In July, the City Manager submits to the City Commission the proposed budget for the ensuing fiscal year.

The operating budget includes proposed expenditures and the means to fund them, as well as a proposed ad valorem millage rate. Public hearings are conducted to obtain taxpayer comments on the proposed budget and ad valorem millage rate. Prior to October 1, the City Commission legally enacts the operating budget and sets the ad valorem millage rate by passage of resolutions.

The City Manager is authorized to transfer budgeted amounts within any fund, but may not revise total fund expenditures without the approval of the City Commission. The budgetary data presented is in agreement with the originally adopted budget as amended by the City Commission.

Formal budgetary integration is employed as a management control device during the year for substantially all funds. Budgets are adopted on a basis consistent with GAAP. Total budgeted appropriations within a governmental fund-type may not be exceeded legally. Appropriations lapse at fiscal year-end. Budget data, when presented in the basic financial statements, is prepared on the same basis of accounting as that prescribed for the fund.

B. Excess of Expenditures Over Appropriations

The Housing Assistance Fund contained excesses of expenditures over appropriations during the fiscal year ended September 30, 2020.

No other individual fund contained an excess of total expenditures over total appropriations during the fiscal year ended September 30, 2020, except for insignificant variances. However, within various funds, there may be an excess of expenditures over appropriations at the line item level.

C. Deficit Fund Balance/Net Position

The Carver Heights/Montclair Area Community Redevelopment Agency Fund shows a deficit fund balance at September 30, 2020. This deficit will be corrected as the loan from the Electric Fund is paid down.

CITY OF LEESBURG, FLORIDA
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FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

NOTE 3 - PROPERTY TAXES

The City is permitted under its charter to levy up to \$10 per \$1,000 of assessed valuation for general government services other than the payment of principal and interest on general long-term debt and in unlimited amounts for the payment of principal and interest on long-term debt. Additional taxes assessed for the payment of general long-term debt issues of the City must be approved by the public. The tax rate assessed by the City for the year ended September 30, 2020 was \$4.2678 per \$1,000 of assessed property value. Current tax collections (inclusive of legally available early payment discounts) for the City were 96.75% of the total tax levy. The property calendar provides for the tax revenue to be billed and collected within the applicable fiscal year.

Calendar of Property Tax Events

Tax Collection

January 1	Property taxes are based on assessed property value at this date as determined by the Lake County Property Appraiser
July 1	Assessment roll approved by the state
By September 30	Millage resolution approved by the City Commission
October 1	Beginning of fiscal year for which taxes have been levied
November 1	Property tax bills rendered
November 30	Last day for 4% maximum discount
April 1	Unpaid property taxes become delinquent
On or Prior to June 1	Tax certificates are sold by the Lake County Tax Collector. This is the first lien date on delinquent properties.

Property tax collections are governed by Chapter 197, Florida Statutes. The Lake County Tax Collector bills and collects all property taxes levied within the County. Discounts are allowed for early payment of 4% in November, 3% in December, 2% in January, and 1% in February. If property taxes are not paid by April 1, the County adds a 3% penalty on real estate, and 1.5% on personal property.

The Tax Collector advertises and sells tax certificates on all real property for delinquent taxes. Certificates not sold revert back to the County. The Tax Collector must receive payment before the certificates are issued. Any person owning land on which a tax certificate has been sold may redeem the certificate by paying the Tax Collector the face amount of the tax certificate plus interest and other costs. The owner of a tax certificate may, at any time after taxes have been delinquent for two years, file an application for tax deed sale. The County, as a certificate owner, may exercise similar procedures two years after taxes have been delinquent. Tax deeds are issued to the highest bidder for the property which is sold at public auction.

The Tax Collector remits current taxes collected through four distributions to the City in the first two months of the tax year and at least one distribution each month thereafter. The City recognizes property tax revenue in the period in which they are levied.

CITY OF LEESBURG, FLORIDA
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NOTE 4 - DEPOSITS AND INVESTMENTS

A. Pooling of Cash and Investments

The City maintains a cash and investment pool that is available for use by all funds except for monies legally restricted to separate administration (i.e., pension plans). The "Cash and Investments" on the City-wide financial statements consist of cash and investments owned by each fund and defined as resources that can be liquidated without delay or penalty. Cash and Investments held separately where contractual arrangements and bond covenants require such arrangements are classified as "restricted assets". Investment earnings are allocated to the individual funds monthly based on the fund's weighted average monthly cash balance.

As of September 30, 2020, deposits and investments are classified in the accompanying financial statements as follows:

City-wide Cash and Investments

Statement of Net Position

Pooled Cash and Cash Equivalents	\$ 102,721,304
Restricted:	
Pooled Cash and Cash Equivalents	31,754,919

Statement of Fiduciary Net Position

Cash Equivalents	718,567
Investments	83,725,164

Total Cash and Investments	\$ 218,919,954
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Deposits and investments consist of the following:

Governmental and Business-Type Activities

Cash Deposits	\$ 56,121,255
Investments	72,111,005
Investments with Fiscal Agent:	
Community Redevelopment Agency Funds	92,268
Debt Service Fund	1,209,579
Utilities Debt Service Account	4,753,792
Utilities Gas Deposit Account	188,324

Fiduciary Fund Assets

Cash	718,567
Defined Benefit Pension Plan Investments	83,725,164

Total Cash and Investments	\$ 218,919,954
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CITY OF LEESBURG, FLORIDA
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Primary Government Activities

1. Investments and Investment Practices

The City's investment guidelines are defined by City Ordinance and a written investment policy that is approved by the City Commission. The investment policies authorize the investment of funds in time deposits or savings accounts of financial institutions approved by the State Treasurer, and obligations of the U.S. Government and its agencies and mutual funds. Investments may also include repurchase agreements and investments in local government investment pools, either state-administered or developed through joint powers statutes and other intergovernmental agreement legislation. Revenue bond covenants also restrict the type and maturities of investments in bond-related funds.

As of September 30, 2020, the City had the following investments and maturities:

Investment Type	Fair Value	Investment Maturities (In Years)		
		Less Than 1 Year	1- 2 Years	2 -3 Years
Local Government Investment Pools	\$ 18,570,077	\$ 18,570,077	\$ -	\$ -
Bank Certificates of Deposit	6,264,510	4,177,445	2,087,065	-
U.S. Government and Agencies	38,847,859	19,128,167	11,747,543	7,972,149
Corporate Fixed Income	8,428,559	6,094,919	1,031,324	1,302,316
Total	<u>\$ 72,111,005</u>	<u>\$ 47,970,608</u>	<u>\$ 14,865,932</u>	<u>\$ 9,274,465</u>

2. Custodial Credit Risk

As of September 30, 2020, the carrying amount of the City's deposits was \$56,121,255. Monies on deposit with financial institutions in the form of demand deposit accounts and time deposit accounts are defined as public deposits. The entire City's public deposits are held in "qualified public depositories" as required by Chapter 280, Florida Statutes, "Security for Public Deposits" (the "Act"), and covered by federal depository insurance. In addition, all qualified public depositories must deposit with the State Chief Financial Officer eligible collateral in such amounts as required by the Act. Qualified public depositories are required under the Act to assume mutual responsibility against loss caused by the default or insolvency of other qualified public depositories of the same type. Should a default or insolvency occur, the State Chief Financial Officer would implement procedures for payment of losses according to the validated claims of the City.

3. Interest Rate Risk

Interest rate risk is the risk that as market rates change, the fair value of an investment will vary. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in the market interest rates. The City's formal investment policy ensures that securities mature to meet operating cash requirements to avoid the need to sell on the open market prior to maturity. In addition, the policy calls for investing operating funds primarily in shorter-term securities, mutual funds or investment pools from which funds can be readily withdrawn without penalty and which limit the average maturity of the portfolio from 90 days to three years. Reserve funds and other funds with longer-term investment horizons may be

CITY OF LEESBURG, FLORIDA
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invested in securities not exceeding five years. As of September 30, 2020 the weighted average maturity of the City's investments was 1.09 years.

4. Credit Risk

Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. The risk is generally measured by the assignment of a rating by a nationally recognized statistical rating agency. Authorized investments are outlined in Section 218.415, Florida Statutes, and are generally limited to: (a) the State of Florida Local Government Surplus Funds Trust Fund or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1969, as provided in Section 163.01, Florida Statutes; (b) Securities and Exchange Commission registered money market funds with the highest credit quality rating; (c) interest-bearing time deposits or savings accounts in qualified public depositories as defined in Section 280.02, Florida Statutes; and (d) direct obligations of the U.S. Treasury.

5. Concentration of Credit Risk

The City's investments are guaranteed by the U.S. Government, or are highly-rated agency, State or corporate debt instruments, or held in FLSAFE, FLCLASS and FP local government investment pools as described below.

6. Local Government Investment Pools

For the fiscal year ended September 30, 2020, the City invested in the Florida Surplus Asset Fund Trust (FLSAFE), Florida Cooperative Liquid Assets Securities System (FLCLASS) and Florida Prime (FP) local government investment pools. The investment pools operate under investment guidelines established by Sections 215.47 and 218.415, Florida Statutes. None of the investment pools are registrants with the Securities and Exchange Commission; however, they have adopted operating procedures consistent with the requirements for a 2a-7-like fund and the fair value of the positions in the pools are equal to the value of the pool shares. The City's investments in FLSAFE, FLCLASS and FP were rated AAAM by Standard & Poor's.

All three investment pools in which the City is a participant have elected to measure their investments at amortized cost. In accordance with GASB Statement No. 79, *Certain External Investment Pools and Pool Participants*, the City is required to disclose the presence of any limitations or restrictions on withdrawals.

FLCLASS and FLSAFE allow for daily redemptions from their funds. The investment pools may temporarily suspend or postpone the right of redemption under extraordinary circumstances such as (a) war, emergency or act of God; (b) suspension of trading on major stock exchanges or a general banking moratorium; or (c) when an emergency exists such that the investment pools may not dispose of their investments because of substantial losses or it is not reasonably practical for the pools to value their net assets. As of September 30, 2020, there were no redemption fees or maximum transaction amounts, or any other requirements that serve to limit the City's daily access to 100% of the account values.

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FP's rules regarding redemption and penalties and redemption fees are governed by Section 218.409, Florida Statutes, which notes that the Executive Director of the FP may, in good faith, on the occurrence of an event that has a material impact on liquidity or operations, limit contributions or withdrawals. The Trustees of the pool may extend this for an additional 15 days. Section 218.409(4), Florida Statutes, provides for the FP to impose penalties for early withdrawal, subject to disclosure in the enrollment materials; at present, no such disclosure has been made. As of September 30, 2020, there were no redemption fees or maximum transaction amounts, or any other requirements that serve to limit the City's daily access to 100% of the account value.

7. Fair Value

The City has adopted GASB Statement No. 72, *Fair Value Measurement and Application* (GASB 72). The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

The City's investments in government and agencies and corporate fixed income are high-quality bonds that are valued using a matrix pricing model (Level 2). Investments in local government investment pools and non-negotiable certificates of deposit are exempt from the GASB 72 fair value hierarchy disclosures per paragraph 69 of GASB 72, and are valued at the City's cost and any accrued interest on these investments.

B. Fiduciary Activities

The City reports three pension funds in the accompanying financial statements. Each of the plans has a separate governing board of trustees, a separate investment policy, and differing investment restrictions/risks. Consequently, each is disclosed separately below. All three plans are defined benefit plans. All investments at year-end were in compliance with the respective plan investment policies.

CITY OF LEESBURG, FLORIDA
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FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

1. Credit Rating – All Fiduciary Funds

As of September 30, 2020, ratings for the fiduciary funds' corporate and agency obligations by Standard & Poor's is as follows:

Rating	General Employees'	Municipal Police Officers'	Municipal Firemen's	Total
AAA	\$ -	\$ 5,381	\$ 116,634	\$ 122,015
AA+	4,290,532	3,126,922	2,118,527	9,535,981
AA	198,835	91,041	179,768	469,644
AA-	-	56,363	73,636	129,999
A+	-	148,259	-	148,259
A	-	236,791	377,501	614,292
A-	595,606	351,211	464,325	1,411,142
BBB+	403,472	591,410	666,488	1,661,370
BBB	405,800	467,420	488,657	1,361,877
BBB-	-	42,248	280,124	322,372
BB+	-	-	53,811	53,811
B+	-	-	44,588	44,588
Not rated	-	249,903	207,569	457,472
	<u>\$ 5,894,245</u>	<u>\$ 5,366,949</u>	<u>\$ 5,071,628</u>	<u>\$ 16,332,822</u>

All of the Plan's investments in debt securities, other than the above described corporate and agency obligations, are backed by the U.S. government.

2. General Employees' Retirement Plan

City of Leesburg General Employees' Retirement Plan
Distribution by Asset Type
September 30, 2020

Investment Type	Investment Maturities (In Years)			
	Fair Value	Less Than 1 Year	1-5 Years	6-10 Years
Money Market	\$ 3,604	\$ 3,604	\$ -	\$ -
Mutual Funds, UITs and ETFs	5,406,111	5,406,111	-	-
U.S. Government and Agencies	4,290,532	-	2,827,219	1,463,313
Corporate Obligations	1,603,713	-	1,603,713	-
Total	<u>11,303,960</u>	<u>\$ 5,409,715</u>	<u>\$ 4,430,932</u>	<u>\$ 1,463,313</u>
Corporate Stock	18,408,558			
Alternative Investments*	7,392,175			
Total	<u>\$ 37,104,693</u>			

*Alternative Investments include partnerships and hedge fund.

a. Custodial Credit Risk

This is the risk that in the event of the failure of the counterparty, the Plan will not be able to recover the value of its investments that are in the possession of an outside party. Consistent with the Plan's investment policy, the investments are held by the Plan's custodial bank and registered in the Plan's name.

CITY OF LEESBURG, FLORIDA
NOTES TO THE FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

b. Interest Rate Risk

Interest rate risk is the risk that as market rates change, the fair value of an investment will vary. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in the market interest rates. The Plan does not have a policy related to limiting its exposure to fair value losses arising from rising interest rates. As of September 30, 2020, the Plan's investments weighted average maturity was 4.09 years.

c. Credit Risk

Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. The risk is generally measured by the assignment of a rating by a nationally recognized statistical rating agency. Purchases of bonds or debt obligations are limited to one of the four highest ratings issued by Nationally Recognized Statistical Rating Organizations (NRSRO). The Plan's investment policy utilizes portfolio diversification in order to control this risk.

d. Concentration of Credit Risk

The investment policy of the Plan contains limitations on the amount that can be invested in any one issuer as well as maximum portfolio allocation percentages. Investments in corporate common stock and convertible bonds are limited to 60% of Plan assets. No more than 10% of Plan assets shall be invested in one company. Except for U.S. Government and agency obligations, no more than 10% of Plan assets can be invested in one issuer. No investments exceeded these thresholds at September 30, 2020.

e. Foreign Currency

The Plan has nominal exposure to foreign currencies due to investments in non-U.S. markets implemented through the money managers' portfolios. Foreign currencies will fluctuate relative to the U.S. dollar, but it is believed that the diversification benefits outweigh potential risks. Given the limited exposure, foreign currency risk is considered minor.

f. Fair Value

The Plan categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

The Plan's investments in government and agencies and corporate obligations are primarily bonds that are valued using a matrix pricing model (Level 2). Investments in corporate stock, mutual funds, unit investment trusts (UITs) and exchange traded funds (ETFs), which are deemed actively traded, are valued using quoted market prices (Level 1). Investments in

CITY OF LEESBURG, FLORIDA
NOTES TO THE FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

money market funds are exempt from the GASB 72 fair value hierarchy disclosures per paragraph 69 of GASB 72, and are valued at the Plan's cost of these investments.

The Plan's alternative investments are two partnerships and a hedge fund and are valued at net asset value (NAV):

Alternative Investments Redemption						
Style	Fund Name	Deposit or Commitment	Fair Value	Unfunded Commitment	Frequency (if currently eligible)	Redemption Notice Period
Global equity/directional hedge funds						
	Pine Grove Partners	\$ 6,063	\$ 8,581	\$ -	Quarterly	95 Days Notice
	Weatherlow Off I Ltd Cl NI	1,425,000	2,468,897	-	Quarterly	65 Days Notice
	UBS Trumbull Property	3,069,184	4,914,697	-	Quarterly *	60 Days Notice
	Total	\$ 4,500,247	\$ 7,392,175	\$ -		

*UBS has quarterly redemptions subject to available liquidity.

3. Municipal Police Officers' Retirement Plan

City of Leesburg Municipal Police Officers' Retirement Plan
Distribution by Asset Type
September 30, 2020

Investment Type	Investment Maturities (In Years)				
	Fair Value	Less Than 1 Year	1-5 Years	6-10 Years	More Than 10 Years
Money Market	\$ 506,992	\$ 506,992	\$ -	\$ -	\$ -
Mutual Funds	16,162,370	16,162,370	-	-	-
U.S. Government and Agencies	3,126,922	82,334	122,418	1,158,922	1,763,248
Corporate Obligations	2,240,027	336,061	877,856	785,311	240,799
Total	22,036,311	\$ 17,087,757	\$ 1,000,274	\$ 1,944,233	\$ 2,004,047
Alternative Investment*	2,276,585				
Total	\$ 24,312,896				

*Alternative Investment is a real estate partnership.

a. Custodial Credit Risk

This is the risk that in the event of the failure of the counterparty, the Plan will not be able to recover the value of its investments that are in the possession of an outside party. Consistent with the Plan's investment policy, the investments are held by the Plan's custodial bank and registered in the Plan's name.

b. Interest Rate Risk

Interest rate risk is the risk that as market rates change, the fair value of an investment will vary. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in the market interest rates. The Plan does not have a policy related to limiting its exposure to fair value losses arising from rising interest rates. As of September 30, 2020, the Plan's investments weighted average maturity was 12.04 years.

CITY OF LEESBURG, FLORIDA
NOTES TO THE FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

c. Credit Risk

Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. The risk is generally measured by the assignment of a rating by a nationally recognized statistical rating agency. Purchases of bonds or debt obligations are limited to one of the three highest ratings issued by Standard & Poor's or Moody's. The Plan's investment policy utilizes portfolio diversification in order to control this risk.

d. Concentration of Credit Risk

The investment policy of the Plan contains limitations on the amount that can be invested in any one issuer as well as maximum portfolio allocation percentages. Investments in corporate common stock may not exceed 70% of Plan assets. No more than 5% of Plan assets may be invested in the common stock of any one company. Foreign investments are limited to 10% of Plan assets. Investments in domestic fixed income obligations are limited to 45% of Plan assets. No investments exceeded these thresholds at September 30, 2020.

e. Foreign Currency

The Plan has nominal exposure to foreign currencies due to investments in non-U.S. markets implemented through the money managers' portfolios. Foreign currencies will fluctuate relative to the U.S. dollar, but it is believed that the diversification benefits outweigh potential risks. Given the limited exposure, foreign currency risk is considered minor.

f. Fair Value

The Plan categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

The Plan's investments in government and agencies and corporate obligations are primarily bonds that are valued using a matrix pricing model (Level 2). Investments in corporate stock, mutual funds, unit investment trusts (UITs) and exchange traded funds (ETFs), which are deemed actively traded, are valued using quoted market prices (Level 1). Investments in money market funds are exempt from the GASB 72 fair value hierarchy disclosures per paragraph 69 of GASB 72, and are valued at the Plan's cost of these investments.

The Plan's alternative investment is a real estate investment trust limited partnership and is valued at net asset value (NAV). The Plan has no unfunded commitments in regards to this investment, and it is open for contributions and distributions on a quarterly basis.

CITY OF LEESBURG, FLORIDA
NOTES TO THE FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

4. Municipal Firemen's Retirement Plan

City of Leesburg Municipal Firemen's Retirement Plan
Distribution by Asset Type
September 30, 2020

Investment Type	Investment Maturities (In Years)				
	Fair Value	Less Than 1 Year	1-5 Years	6-10 Years	More Than 10 Years
Money Market	\$ 510,220	\$ 510,220	\$ -	\$ -	\$ -
Mutual Funds, UITs and ETFs	11,026,611	11,026,611	-	-	-
U.S. Government and Agencies	2,006,349	-	165,346	667,964	1,173,039
Collateralized Mortgage Obligations	380,355	-	-	167,924	212,431
Corporate Obligations	2,359,644	294,331	1,099,521	419,395	546,397
Foreign Bonds	325,280	20,269	62,955	187,536	54,520
Total	16,608,459	\$ 11,851,431	\$ 1,327,822	\$ 1,442,819	\$ 1,986,387
Corporate Stock	3,689,246				
Alternative Investment *	2,009,870				
Total	<u>\$ 22,307,575</u>				

*Alternative Investment is an investment limited partnership.

a. Custodial Credit Risk

This is the risk that in the event of the failure of the counterparty, the Plan will not be able to recover the value of its investments that are in the possession of an outside party. Consistent with the Plan's investment policy, the investments are held by the Plan's custodial bank and registered in the Plans' name.

b. Interest Rate Risk

Interest rate risk is the risk that as market rates change, the fair value of an investment will vary. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in the market interest rates. The Plan does not have a policy related to limiting its exposure to fair value losses arising from rising interest rates. As of September 30, 2020, the Plan's investments weighted average maturity was 12.33 years.

c. Credit Risk

Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. The risk is generally measured by the assignment of a rating by a nationally recognized statistical rating agency. The Plan's investment policy requires that all bonds or other evidence of indebtedness acquired be listed on one or more of the recognized national exchanges and have a rating issued by a nationally recognized statistical rating organization (NRSRO) in one of the top four classifications, except that only 25% of the bond portfolio may be invested below the three highest classifications. The Plans' investment policy utilizes portfolio diversification in order to control this risk.

CITY OF LEESBURG, FLORIDA
NOTES TO THE FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

d. Concentration of Credit Risk

The investment policy of the Plan contains limitations on the amount that can be invested in any one issuer as well as maximum portfolio allocation percentages. Investments in corporate common stock and convertible bonds are limited to 60% of Plan assets. No more than 5% of Plan assets may be invested in one company. Foreign investments are limited to 10% of Plan assets. No investments exceeded these thresholds at September 30, 2020.

e. Foreign Currency

The Plan has nominal exposure to foreign currencies due to investments in non-U.S. markets implemented through the money managers' portfolios. Foreign currencies will fluctuate relative to the U.S. dollar, but it is believed that the diversification benefits outweigh potential risks. Given the limited exposure, foreign currency risk is considered minor.

f. Fair Value

The Plan categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

The Plan's investments in government and agencies and corporate obligations are primarily bonds that are valued using a matrix pricing model (Level 2). Investments in corporate stock, mutual funds, unit investment trusts (UITs) and exchange traded funds (ETFs), which are deemed actively traded, are valued using quoted market prices (Level 1). Investments in money market funds are exempt from the GASB 72 fair value hierarchy disclosures per paragraph 69 of GASB 72, and are valued at the Plan's cost of these investments.

The Plan's alternative investment is an investment trust limited partnership and is valued at net asset value (NAV). The Plan has no unfunded commitments in regards to this investment, and it is open for contributions and distributions on a quarterly basis.

CITY OF LEESBURG, FLORIDA
NOTES TO THE FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

NOTE 5 - INTERFUND ADVANCES, RECEIVABLES AND PAYABLES, AND TRANSFERS

As of September 30, 2020, the composition of interfund balances is as follows:

a. Interfund Advances

On September 10, 2018, the City Commission approved an interfund loan from the Electric Utility Fund to the Community Redevelopment Agency Fund (CRA Fund) to finance the construction of the Leesburg Resource Center by the CRA Fund. The interfund loan in the amount of \$1,200,000 will be repaid over fifteen years with annual repayments at 2.50% interest. The balance of the interfund loan as of September 30, 2020 is \$1,033,661.

b. Interfund Receivables and Payables

<u>Receivable Fund</u>	<u>Payable Fund</u>	<u>Amount</u>
General Fund	Debt Service Fund	\$ 25,924

The purpose of the above interfund balance was to eliminate a negative cash balance in the Debt Service fund. The Debt Service Fund will reimburse the General Fund when funds are received from other funds to finance debt payments.

c. Interfund Transfers

	<u>Transfers In</u>	<u>Transfers Out</u>
Major Funds:		
Governmental:		
General Fund	\$ 10,593,887	\$ 5,561,199
Community Redevelopment Agencies	78,120	141,958
Capital Projects	5,630,222	796,097
Enterprise:		
Electric Utility	-	5,392,360
Gas Utility	-	748,552
Water Utility	-	1,011,461
Wastewater Utility	-	970,515
Airport	-	41,302
Internal Service	1,611,848	1,504,023
Nonmajor Funds:		
Governmental	2,287,276	3,451,587
Enterprise	-	582,299
	<u>\$ 20,201,353</u>	<u>\$ 20,201,353</u>

Interfund transfers represent a major source of funding in the General Fund. The amount of utility contribution to the General Fund may not exceed 10% of the enterprise fund's estimated operating revenues and is determined by applying an established percentage against each enterprise fund's charges for services excluding surcharge revenue, gross receipts tax, and franchise fees. In addition to the Annual Operating Transfer, surcharge revenue, which is collected from customers outside the corporate limits at the same rate as Public Service Tax, is collected in the Electric, Gas, and Water Funds and transferred to the General Fund. Transfers into the Capital Projects Fund were associated with the following projects: park improvements, median improvements, facility/building additions and improvements, and road resurfacing. Transfers made into the nonmajor governmental funds were primarily associated with debt service payments.

CITY OF LEESBURG, FLORIDA
NOTES TO THE FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

NOTE 6 - CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2020 was as follows:

A. Governmental Activities

Governmental Activities	Beginning Balances	Increases	Decreases	Ending Balances
Capital Assets Not being Depreciated:				
Land	\$ 4,670,713	\$ 784,699	\$ -	\$ 5,455,412
Construction in Progress	9,068,311	7,675,839	13,914,719	2,829,431
Total Capital Assets Not Being Depreciated	13,739,024	8,460,538	13,914,719	8,284,843
Capital Assets Being Depreciated:				
Buildings	39,703,678	9,913,584	9,505	49,607,757
Improvements Other than Buildings	10,245,212	344,918	-	10,590,130
Equipment	33,612,966	3,001,395	4,374,892	32,239,469
Infrastructure (Roads and Streets)	42,529,042	950,930	-	43,479,972
Total Capital Assets Being Depreciated	126,090,898	14,210,827	4,384,397	135,917,328
Less Accumulated Depreciation for:				
Buildings	13,049,430	874,332	2,243	13,921,519
Improvements Other than Buildings	6,056,566	488,190	-	6,544,756
Equipment	25,893,190	1,911,733	4,374,466	23,430,457
Infrastructure (Roads and Streets)	30,017,127	1,124,466	-	31,141,593
Total Accumulated Depreciation	75,016,313	4,398,721	4,376,709	75,038,325
Total Capital Assets Being Depreciated, Net	51,074,585	9,812,106	7,688	60,879,003
Governmental Activities Capital Assets, Net	\$ 64,813,609	\$ 18,272,644	\$ 13,922,407	\$ 69,163,846

B. Business-type Activities

Business-type Activities	Beginning Balances	Increases	Decreases	Ending Balances
Capital Assets Not being Depreciated:				
Land	\$ 15,713,564	\$ 67,338	\$ 184,113	\$ 15,596,789
Construction in Progress	23,788,881	13,628,731	20,362,476	17,055,136
Total Capital Assets Not Being Depreciated	39,502,445	13,696,069	20,546,589	32,651,925
Capital Assets Being Depreciated:				
Buildings	45,181,058	729,893	249,541	45,661,410
Improvements Other than Buildings	260,167,064	15,202,351	4,335,062	271,034,353
Intangible Assets	879,076	-	-	879,076
Equipment	40,606,570	7,270,041	1,430,705	46,445,906
Total Capital Assets Being Depreciated	346,833,768	23,202,285	6,015,308	364,020,745
Less Accumulated Depreciation for:				
Buildings	14,305,389	1,019,249	249,542	15,075,096
Improvements Other than Buildings	106,676,034	7,583,209	3,709,676	110,549,567
Intangible Assets	449,357	39,884	-	489,241
Equipment	27,932,523	1,548,559	1,207,252	28,273,830
Total Accumulated Depreciation	149,363,303	10,190,901	5,166,470	154,387,734
Total Capital Assets Being Depreciated, Net	197,470,465	13,011,384	848,838	209,633,011
Business-type Activities Capital Assets, Net	\$ 236,972,910	\$ 26,707,453	\$ 21,395,427	\$ 242,284,936

CITY OF LEESBURG, FLORIDA
NOTES TO THE FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

C. Depreciation Expense

Depreciation Expense - Governmental Activities

General Government and Administration	\$ 838,172
Public Safety	436,162
Physical Environment	2,553
Transportation	786,972
Economic Environment	229,533
Culture and Recreation	651,294
Fleet Services	1,454,035
Total Depreciation Expense -Governmental Activities	\$ 4,398,721

Depreciation Expense - Business-type Activities

Electric Utility	\$ 4,417,501
Gas Utility	597,085
Water Utility	1,649,642
Wastewater Utility	1,708,685
Airport Utility	1,526,239
Stormwater	278,486
Solid Waste Utility	13,263
Total Depreciation Expense - Business-type Activities	\$ 10,190,901

CITY OF LEESBURG, FLORIDA
NOTES TO THE FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

NOTE 7 - PURCHASED POWER AGREEMENTS

A. Florida Municipal Power Agency

The City is a member of the Florida Municipal Power Agency (FMPA). FMPA was created pursuant to Chapter 163, Part I and Chapter 361, Part II (the Florida Interlocal Cooperation Act of 1969 and the Joint Power Act), Florida Statutes, to, among other things, provide a means for the Florida municipal corporations to cooperate with each other to provide for their present and projected energy needs. The City has limited oversight authority over the operation of FMPA. This oversight is manifested through the appointment of one voting member to the 31-member Board of Directors of FMPA and one voting member to the FMPA All-Requirements Project 13-member Executive Committee. Furthermore, the City, by the terms of FMPA's project agreements, has no equity interest in any of the assets owned by FMPA. The City participates in the following FMPA projects:

1. St. Lucie No. 2 Power Purchase Agreement

The City, through FMPA's joint ownership agreement with Florida Power and Light Corporation has an entitlement share to a small portion of the output of the St. Lucie No. 2 nuclear power plant. The City's entitlement share totaled 2.1 megawatts of generating capacity from the St. Lucie No. 2 nuclear power plant. The annual entitlement shares amount is based on the City's percent participation in the St. Lucie FMPA Project applied to the output of the plant over the same period. The operating license for Unit No. 2 is due to expire in 2043.

2. All-Requirement Power Supply Project Agreement

The City has an agreement with FMPA whereby the City purchases all of its electric power from FMPA on an all-requirement basis over and above the City's entitlement share of the St. Lucie No. 2 output. The agreement remains in effect on an evergreen 30 year basis. FMPA's power supply rates are subject to a super majority vote of the Executive Committee of FMPA.

B. Florida Gas Utility

Florida Gas Utility (FGU) was established between and among several Florida municipal entities for the purpose of achieving savings through joint services. There are currently 23 members. Among the services utilized by the City are coordination and management of firm and interruptible transportation entitlements, the purchase of gas, the performance of gas flow balancing between FGU members and customers receipt and delivery points, large customer bill reviews, and project consultation and management. FGU is governed by its Board of Directors, which consists of one representative from each member organization.

The City purchases firm transportation services from Florida Gas Transmission (FGT) pursuant to two contracts. FTS-1 provides for a maximum annual quantity of 1,614,435 Dth. FTS-2 provides for a maximum annual quantity of 182,500 Dth. These contracts have been assigned to FGU to facilitate day-to-day scheduling and management of the City's gas needs.

Sabal Trail is a transportation organization similar to FGT. The City will eventually enter into an agreement for either interruptible or firm transportation services with Sabal Trail. FGU will manage these contracts and gas purchases in a similar manner to their current agreement with the City.

CITY OF LEESBURG, FLORIDA
NOTES TO THE FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

NOTE 8 – LONG-TERM LIABILITIES

A. Long-term liability activity for the year ended September 30, 2020 was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance	Amounts Due Within One Year
<u>Governmental Activities:</u>					
<u>Revenue Bonds:</u>					
Capital Improve Refunding Rev Bonds - 2013	\$ 12,235,000	\$ -	\$ 565,000	\$ 11,670,000	\$ 580,000
Total Revenue Bonds	12,235,000	-	565,000	11,670,000	580,000
<u>Notes From Direct Borrowings and Direct Placements:</u>					
Note Payable - 2009 Capital Improve Rev	4,087,400	-	295,000	3,792,400	305,000
Note Payable - 2015 Greater Leesburg CRA	718,000	-	81,000	637,000	83,000
Note Payable - 2016 441/27 CRA	11,353,000	-	195,000	11,158,000	210,000
Total Revenue Notes	16,158,400	-	571,000	15,587,400	598,000
Total Revenue Bonds and Notes	28,393,400	-	1,136,000	27,257,400	1,178,000
<u>Other Liabilities:</u>					
Compensated Absences	1,494,543	1,685,223	1,508,284	1,671,482	919,315
Capital Lease Payable	873,393	-	98,648	774,745	98,911
Net Pension Liability	10,271,752	1,568,490	4,630,786	7,209,456	-
Other Postemployment Benefits	19,751,678	75,406	3,758,111	16,068,973	75,406
Total Other Liabilities	32,391,366	3,329,119	9,995,829	25,724,656	1,093,632
Total Governmental Activities	\$ 60,784,766	\$ 3,329,119	\$ 11,131,829	\$ 52,982,056	\$ 2,271,632
<u>Business-type Activities:</u>					
<u>Revenue Bonds:</u>					
Taxable Utility System Rev Bond - 2007B	\$ 820,000	\$ -	\$ 35,000	\$ 785,000	\$ 40,000
Taxable Electric System Rev Bond - 2007B	8,110,000	-	485,000	7,625,000	510,000
Utility System Refund Rev Bonds - 2013	16,790,000	-	770,000	16,020,000	800,000
Electric System Refund Rev Bonds - 2016	18,530,000	-	390,000	18,140,000	405,000
Utility System Refund Rev Bonds - 2016	17,665,000	-	465,000	17,200,000	475,000
Add: Premium, Less: Discount	4,237,389	-	242,397	3,994,992	-
Total Revenue Bonds	66,152,389	-	2,387,397	63,764,992	2,230,000
<u>Notes From Direct Borrowings and Direct Placements:</u>					
Utility System Rev Refunding Note - 2010	4,995,000	-	635,000	4,360,000	660,000
Electric System Refunding Rev Note - 2016	7,093,000	-	434,000	6,659,000	444,000
Utility System Revenue Note- 2020	-	15,000,000	-	15,000,000	-
Electric System Revenue Note - 2020	-	100,000	-	100,000	-
Total Revenue Notes	12,088,000	15,100,000	1,069,000	26,119,000	1,104,000
Total Revenue Bonds and Notes Payable	78,240,389	15,100,000	3,456,397	89,883,992	3,334,000
<u>Other Liabilities:</u>					
Compensated Absences	1,029,015	901,732	820,214	1,110,533	610,793
Net Pension Liability	2,082,242	46,829	458,789	1,670,282	-
Other Postemployment Benefits	9,591,869	35,830	1,992,442	7,635,257	35,830
Total Other Liabilities	12,703,126	984,391	3,271,445	10,416,072	646,623
Total Business-type Activities	\$ 90,943,515	\$ 16,084,391	\$ 6,727,842	\$ 100,300,064	\$ 3,980,623

CITY OF LEESBURG, FLORIDA
NOTES TO THE FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

B. The following is a schedule of bonds and notes outstanding at September 30, 2020:

<u>Description of Bonds/Notes</u>	<u>Purpose of Issue</u>	<u>Issued</u>	<u>Outstanding</u>	<u>Rates</u>
Governmental Activities:				
Revenue Bonds and Revenue Notes:				
Capital Improvement Revenue Note - 2009	Capital Improvement	\$ 6,227,400	\$ 3,792,400	4.73%
Capital Improvement Refunding Revenue Bonds - 2013	Capital Improvement	15,345,000	11,670,000	.4%-3.78%
Note Payable - Greater Leesburg CRA -2015	Capital Improvement	1,000,000	637,000	2.91%
Note Payable - 441/27 CRA - 2016	Capital Improvement	11,563,000	11,158,000	2.59%
Total Governmental Activities		<u>\$ 34,135,400</u>	<u>\$ 27,257,400</u>	
Business-type Activities:				
Taxable Electric System Revenue Bond - 2007B	Electric	\$ 11,710,000	\$ 7,625,000	5.64% - 5.90%
Electric System Refunding Revenue Note - 2016	Electric	8,318,000	6,659,000	2.35%
Electric System Refunding Revenue Bonds - 2016	Electric	19,290,000	18,140,000	2.00% - 5.00%
Electric System Revenue Note - 2020	Electric	100,000	100,000	2.13%
Taxable Utility System Revenue Bond - 2007B	Wastewater	1,070,000	785,000	5.90%
Utility System Revenue Refunding Note - 2010	Water/Wastewater	8,000,000	4,360,000	4.68%
Utility System Refunding Revenue Bonds - 2013	Gas/Water/Wastewater	21,010,000	16,020,000	2.00% - 5.00%
Utility System Refunding Revenue Bonds - 2016	Gas/Water/Wastewater	18,115,000	17,200,000	2.00% - 5.00%
Utility System Revenue Note - 2020	Wastewater	15,000,000	15,000,000	1.70%
Total Business-type Activities		<u>\$ 102,613,000</u>	<u>\$ 85,889,000</u>	

C. Debt service to maturity on the City's bonded indebtedness and notes payable are as follows:

Bonds Payable					
Fiscal Year	Governmental Activities		Business-type Activities		
	Principal	Interest	Principal	Interest	
2021	\$ 580,000	\$ 430,263	\$ 2,230,000	\$ 2,451,309	
2022	605,000	403,538	2,335,000	2,349,927	
2023	630,000	372,663	2,435,000	2,248,102	
2024	665,000	340,288	2,535,000	2,141,360	
2025	700,000	309,663	2,655,000	2,020,030	
2026-2030	3,885,000	1,154,466	15,095,000	8,237,714	
2031-2035	4,605,000	426,541	18,760,000	4,586,510	
2036-2039	-	-	13,725,000	718,725	
Total	<u>\$ 11,670,000</u>	<u>\$ 3,437,422</u>	<u>\$ 59,770,000</u>	<u>\$ 24,753,677</u>	

Notes From Direct Borrowings and Direct Placements Payable					
Fiscal Year	Governmental Activities		Business-type Activities		
	Principal	Interest	Principal	Interest	
2021	\$ 598,000	\$ 478,488	\$ 1,104,000	\$ 810,530	
2022	1,013,000	455,809	2,124,000	864,800	
2023	1,045,000	422,065	2,075,000	791,335	
2024	1,079,000	387,151	2,131,000	710,798	
2025	1,119,000	350,907	2,188,000	627,981	
2026-2030	5,844,400	1,177,099	8,322,000	2,132,827	
2031-2035	4,021,000	430,147	7,055,000	797,704	
2036-2037	868,000	22,481	1,120,000	16,070	
Total	<u>\$ 15,587,400</u>	<u>\$ 3,724,147</u>	<u>\$ 26,119,000</u>	<u>\$ 6,752,045</u>	

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D. The future minimum lease obligations and the net present value of these minimum lease payments as of September 30, 2020, were as follows:

<u>Fiscal Year</u>	<u>Capital Leases</u> <u>Governmental Activities</u>
2021	\$ 122,281
2022	122,282
2023	122,282
2024	122,282
2025	122,282
2026-2028	261,895
Total minimum lease payments	873,304
Less: Amount representing interest costs	(98,559)
Present value of minimum lease payments	\$ 774,745

E. Governmental Activities Liabilities

A summary of all governmental activities long-term debt as of September 30, 2020, except for Net Pension Liability (Note 12) and Other Postemployment Benefits (Note 14), is as follows:

1. Capital Improvement Revenue Refunding Note – 2009

On December 4, 2009, the City signed a promissory note in the amount of \$6,227,400 which was used to refund its Capital Improvement Revenue Bonds, Series 1999. Although the debt was refunded, the Debt Service Delivery Agreement for the Capital Improvement Bonds, 1999 continues in force until the Series 2009 is paid. The note is secured by a pledge of the proceeds of the local government half-cent sales tax, the guaranteed entitlement portion of state revenue sharing funds and a covenant to budget and appropriate from legally available non-ad valorem revenues. The note contains a provision that in the event of default of any payment due to the lender, written admission of inability to pay or filing a petition of bankruptcy, judgment of insolvency, or other similar events by the City, the lender may declare all obligations under this note immediately due and payable.

2. Capital Improvement Revenue Refunding Bonds, Series 2013

On May 2, 2013, the City issued bonds in the amount of \$15,345,000 pursuant to Resolution No. 9182. The 2013 Bonds are a refunding of the Capital Improvement Bonds, 2004, are fully registered bonds and are collateralized by a pledge of the proceeds of the local government half-cent sales tax, the guaranteed entitlement portion of state revenue sharing funds, the public service tax and investment income earned on trust funds held for the bondholder.

3. Greater Leesburg Community Redevelopment Agency Note – 2015

On January 12, 2015, the Greater Leesburg Community Redevelopment Agency (the "Agency") authorized the issuance of its Redevelopment Revenue Note, Series 2015, pursuant to Resolution No. 31. Also on January 12, 2015, the City signed a loan agreement with Citizens First Bank in the amount of \$1,000,000 pursuant to Resolution No. 9533. The proceeds were

CITY OF LEESBURG, FLORIDA
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used to finance the acquisition, construction and improvements of streets and street improvements, undergrounding and replacement of all electric, water, wastewater, stormwater and fiber optic cable on Main Street from U.S. 27 to 9th Street, all within the Community Redevelopment Area of the Agency. The note is secured by pledged revenues of the Agency. The note contains a provision that in the event of default of any payment due to the lender, act of bankruptcy being filed by the City, or material event related to the performance of obligations of the City within the note, the lender may take whatever legal actions necessary to collect amounts due on the note.

4. 441/27 Community Redevelopment Agency Note - 2016

On December 8, 2016, the City issued a note in the amount of \$11,563,000 pursuant to Resolution No. 9922. Proceeds from the note were used to refund the Tax Increment Revenue Bonds, Series 2009, and to pay costs of issuing the bonds. The note carries an interest rate of 2.59% and matures on May 1, 2036. The note is secured by tax increment revenues and a covenant to budget and appropriate from legally available non-ad valorem revenues of the City. The note contains a provision that in the event of default of any payment due to the lender, written admission of inability to pay or filing a petition of bankruptcy, judgment of insolvency, or other similar events by the City, the lender may pursue legal action to enforce its rights under the note, and interest will be at the Default Rate, which is 5.59%.

5. Fire Capital Lease - 2018

On May 29, 2018, the City executed a Capital Lease dated April 24, 2018 with Community First National Bank to acquire breathing apparatuses and various equipment for the Fire Department at a total acquisition cost of \$255,163. The City paid \$45,920 at the beginning of the lease, and the remaining amount of \$209,243 is due over 7 years at 4.094% interest. Annual payments are \$34,983.

6. Emergency Network Radios Capital Lease - 2018

On June 25, 2018, the City approved an Interlocal Agreement with Lake County, Florida to obtain radio equipment compatible with the County-wide Communications System for the City's Police and Fire Departments at a total acquisition cost of \$780,683. The City paid \$90,116 at the beginning of the lease in October 2018, and the remaining amount of \$690,567 is due over 9 years at 3.374% interest. Annual payments are \$90,116.

7. Compensated Absences

Compensated absences reported as governmental activities in the Statement of Net Position are liquidated by the General Fund, the Building Permits Fund special revenue fund, and the Fleet Maintenance internal service fund.

F. Business-type Activities Liabilities

A summary of all business-type activities long-term debt as of September 30, 2020, except for Net Pension Liability (Note 12) and Other Postemployment Benefits (Note 14), is as follows:

CITY OF LEESBURG, FLORIDA
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1. Taxable Electric System Revenue Bonds, Series 2007B

The City has issued \$11,710,000 in Taxable Electric System Revenue Bonds, Series 2007B. The issue is fully registered. The bonds are payable solely from the net revenues of the Electric System on parity with the City's outstanding Electric System Revenue Note, Series 2013. The Series 2007B bonds are subject to early redemption prior to maturity. The bond resolutions provide for a sinking fund.

2. Electric System Refunding Revenue Note – 2016

On June 16, 2016, the City issued a note in the amount of \$8,318,000 pursuant to Resolution No. 9816. Proceeds from the note were used to refund the Electric System Refunding Revenue Note —2013 and to pay costs of issuing the note. The note is payable from and secured solely by net revenues of the City's electric system on parity with the City's outstanding Electric System Revenue Bonds, Taxable Series 2007B as well as the Electric System Refunding Revenue Bonds, Series 2016. The note bears interest at 2.35%, with the final payment due October 1, 2032. The note contains a provision that in the event of default of any payment due to the lender, filing a petition of bankruptcy, appointment of a receiver, failure to meet performance covenants, or other similar events by the City, the lender may appoint a trustee to enforce and protect the lender's rights, which may include legal remedies, and to collect of costs and expenses related to such.

3. Electric System Refunding Revenue Bonds – 2016

On June 23, 2016, the City issued bonds in the amount of \$19,290,000 pursuant to Resolution Nos. 9792 and 9793. Proceeds from the bonds were used to refund the Electric System Revenue Bonds, Series 2007A and the Electric System Refunding Revenue Note—2014, and to pay costs of issuing the bonds. City funds of approximately \$4,990,000 were also used in connection with the refunding of the aforementioned debt. The bonds were issued at a premium, with an effective interest rate of 2.56%. The bonds are payable from and secured solely by net revenues of the City's electric system on parity with the City's outstanding Electric System Revenue Bonds, Series 2007B as well as the Electric System Refunding Revenue Note, Series 2016.

4. Taxable Utility System Revenue Bonds, Series 2007B

The City has issued \$1,070,000 Taxable Utility System Revenue Bonds, Series 2007B. Bonds are payable solely from the net revenues of the gas, water, and wastewater systems on parity with the City's outstanding Utility System Revenue Refunding Note – 2010, Utility System Refunding Revenue Bonds, Series 2013 and Utility System Refunding Revenue Bonds, Series 2016. The bonds are subject to early redemption prior to maturity. The bond resolutions provide for a sinking fund.

5. Utility System Revenue Refunding Note – 2010

On July 8, 2010, the City issued an \$8,000,000 note to be used solely to refinance the City's Bond Anticipation Note (BAN), 2006. The original BAN was used to acquire a water and wastewater utility system from the Plantation of Leesburg Limited Partnership. The note is payable solely from the net revenues of the gas, water, and wastewater systems on parity with the City's outstanding Taxable Utility System Revenue Bonds, 2007B, Utility System Refunding Revenue Bonds, Series 2013 and Utility System Refunding Revenue Bonds, Series 2016. The note contains a provision that in the event of default of any payment due to the lender, filing a

CITY OF LEESBURG, FLORIDA
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FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

petition of bankruptcy, appointment of a receiver, failure to meet performance covenants, or other similar events by the City, the lender may appoint a trustee to enforce and protect the lender's rights, which may include legal remedies, and to collect of costs and expenses related to such.

6. Utility System Refunding Revenue Bonds, Series 2013

On April 30, 2013, the City issued bonds in the amount of \$21,010,000 pursuant to Resolution No. 9184. Proceeds from the bonds were used to refund the Utility System Revenue Bonds – 2004. The Bonds are fully registered bonds and are collateralized by a pledge of the net gas, water, and wastewater system revenues on parity with the City's outstanding Taxable Utility System Revenue Bonds, 2007B, Utility System Revenue Refunding Note – 2010, and Utility System Refunding Revenue Bonds, Series 2016. Bond ordinances provide for a current sinking fund and the bonds are callable at various dates at 100% of face value.

7. Utility System Refunding Revenue Bonds, Series 2016

On June 22, 2016, the City issued bonds in the amount of \$18,115,000 pursuant to Resolution Nos. 9794 and 9795. Proceeds from the bonds were used to refund the Utility System Revenue Bonds, Series 2007A maturing on or after October 1, 2018, and to pay the costs of issuing the bonds. The bonds were issued at a premium, with an effective interest rate of 2.38%. Bonds are payable solely from the net revenues of the gas, water, and wastewater systems on parity with the City's outstanding Taxable Utility System Revenue Bonds, Series 2007B, Utility System Revenue Refunding Note – 2010, and Utility System Refunding Revenue Bonds, Series 2013.

8. Utility System Revenue Note – 2020

On April 16, 2020, the City issued a note in the amount of \$15,000,000 pursuant to Resolution No. 10,625. Proceeds from the note were used for the expansion of the Turnpike Wastewater Plant and other improvements to the City's Water and Wastewater System. The note is payable from and secured solely by net revenues of the City's Gas, Sewer, and Water Systems on parity with the City's outstanding Taxable Utility System Revenue Bonds, 2007B, Utility System Revenue Refunding Note, Series 2010, and Utility Systems Refunding Revenue Bonds, Series 2016. The note bears interest at 1.70%, with a final payment due October 1, 2035. The note contains a provision that in the event of default of any payment due to the lender, filing a petition of bankruptcy, appointment of a receiver, failure to meet performance covenants, or other similar events by the City, the lender may appoint a trustee to enforce and protect the lender's right, which may include legal remedies and to collect costs of expenses related to such, and interest will be at the Default Rate, which is 18%.

9. Electric System Revenue Note – 2020

On July 16, 2020, the City issued a note for up to \$15,000,000 pursuant to Resolution No. 10,683. Proceeds from the note were used for the construction and installation of a feeder backbone line, underground residential distribution facilities and individual services and meters, reconductoring lines, and purchase of 3 substation transformers and other improvements to the City's Electric System. The note is payable from and secured solely by net revenues of the City's Electric System on parity with the City's outstanding Taxable Electric System Revenue Bonds, 2007B, outstanding Electric System Refunding Revenue Note, Series 2016, and the City's outstanding Electric Systems Refunding Revenue Bonds, Series 2016. The note bears interest at 2.13%, with a final payment due October 1, 2035. The note contains a

CITY OF LEESBURG, FLORIDA
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provision that in the event of default of any payment due to the lender, filing a petition of bankruptcy, appointment of a receiver, failure to meet performance covenants, or other similar events by the City, the lender may appoint a trustee to enforce and protect the lender's right, which may include legal remedies and to collect costs of expenses related to such, and interest will be at the Default Rate, which is 12%. Draws of \$100,000 have been made on the note as of September 30, 2020.

10. Compensated Absences

Compensated absences reported as business-type activities in the Statement of Net Position and the various enterprise funds are liquidated by the funds reporting such liabilities.

G. Pledged Revenues

The City pledged certain revenues to repay certain bonds and notes outstanding as of September 30, 2020. The following tables report the revenues pledged for each debt issue, the amounts of such revenues received in the current year, the current year principal and interest paid on the debt, the approximate percentage of each revenue which is pledged to meet the debt obligation, the date through which the revenue is pledged under the debt agreement, and the total pledged future revenues for each debt, which is the amount of the remaining principal and interest on the bonds and notes at September 30, 2020:

Debt Description	Governmental Activities						Debt Service Payments Until Debt Maturity	Pledged Through
	Half Cent Sales Tax ¹	Guaranteed Entitlement ²	Public Service Tax ³	Tax Increment Revenue ⁴				
				GLCRA	441/27CRA			
2009 Capital Improvement Refunding Promissory Note	\$ 484,381	-	-	-	-	\$ 4,756,979	2030	
2013 Capital Improvement Bonds	918,022	\$ 103,841	-	-	-	15,107,422	2035	
2015 Greater Leesburg (GL) CRA Note	-	-	-	\$ 101,537	-	704,031	2027	
2016 441/27 CRA Note	-	-	-	-	\$ 486,517	13,850,537	2036	
Total Debt Service	\$ 1,402,403	\$ 103,841	\$ -	\$ 101,537	\$ 486,517	\$ 34,418,969		
Total pledged revenues available for fiscal year 2020 debt service	\$ 1,402,403	\$ 309,234	\$ 3,807,987	\$ 429,388	\$ 772,145			
Total pledged revenues used for fiscal year 2020 debt service	1,402,403	103,841	-	101,537	486,517			
Fiscal year 2020 pledged revenues used as a percentage of revenues available	100.00%	33.58%	-%	23.65%	63.01%			

¹**Gross Sales Tax Revenues** - are defined pursuant to Resolution 5725 adopted August 12, 1999, as the proceeds of the local government half-cent sales tax as described in Title XIV, Chapter 218, Part VI Florida Statutes.

²**Guaranteed Entitlement** - is the portion of State Revenue Sharing funds available to the City that are assigned, pledged, or set aside as a trust for the payment of principal and/or interest on the bonds pursuant to Title XIV, Chapter 218, Part II, Florida Statutes.

³**Public Service Tax** - is levied and collected pursuant to Section 166.231, Florida Statutes. A municipality may levy a tax on the purchase of electricity, metered natural gas, liquefied petroleum gas and water service not to exceed ten percent (10%) of the payments received by the seller.

⁴**Tax Increment Revenues of the Community Redevelopment Agencies for the Greater Leesburg CRA and the U.S. Highway 441 & 27 CRA** are the generally applicable taxes attributable to increases in assessed values within the redevelopment areas of the respective Agencies.

CITY OF LEESBURG, FLORIDA
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Debt Description	Business-type Activities					Debt Service Payments Until Debt Maturity	Pledged Through
	Electric Revenues ¹	Gas Revenues ²	Water Revenues ²	Wastewater Revenues ²	Total Gas, Water, Wastewater Revenues		
2007 B Utility System Revenue Bonds	-	-	-	\$ 86,315	\$ 86,315	\$ 1,151,834	2034
2007 B Electric System Revenue Bonds	\$ 959,875	-	-	-	-	10,355,670	2032
2013 Utility System Refunding Revenue Bonds	-	\$ 233,840	\$ 486,406	673,948	1,394,194	20,645,998	2035
2016 Electric System Refunding Revenue Bonds ³	1,132,450	-	-	-	-	26,997,825	2038
2016 Utility System Refunding Revenue Bonds ⁴	-	131,074	751,014	275,812	1,157,900	25,372,350	2038
2010 Utility System Revenue Note	-	-	392,327	471,687	864,014	4,994,735	2026
2016 Electric System Refunding Revenue Note ⁵	600,487	-	-	-	-	7,727,018	2033
2020 Utility System Revenue Note	-	-	-	116,875	116,875	17,236,945	2035
2020 Electric System Revenue Note	-	-	-	-	-	17,812,346	2035
Total Debt Service	\$ 2,692,812	\$ 364,914	\$ 1,629,747	\$ 1,624,637	\$ 3,619,298	\$ 132,294,721	
Total pledged revenues available for fiscal year 2020 debt service	\$ 12,051,439	\$ 2,442,976	\$ 4,821,665	\$ 6,163,304	\$ 13,427,945		
Total pledged revenues used for fiscal year 2020 debt service	2,692,812	364,914	1,629,747	1,624,637	3,619,298		
Fiscal year 2020 pledged revenues used as a percentage of revenues available	22.34%	14.94%	33.80%	26.36%	26.95%		

Definitions:

Operation and Maintenance Expenses - defined as the cost of operation and maintenance as current expenses, paid or accrued, less depreciation and amortization expense.

Pledged Revenues and Net Revenues - defined as gross revenues less operation and maintenance expenses, plus capacity charges when applicable.

¹**Gross Revenues** - defined pursuant to Resolution 7141 adopted June 14, 2004, as all income and earnings derived by the City from the ownership, operation, leasing, or use of the Electric System, and investment income excluding capital expansion and system improvement grants.

²**Gross Revenues** - defined pursuant to Resolution 7143 adopted June 14, 2004, as all income and earnings derived by the City from the ownership, operation, leasing, or use of the Utility System, and investment income excluding capital expansion and system improvement grants.

³**2016 Electric System Refunding Revenue Bonds** - a refunding of the 2007A Electric System Revenue Bond and the 2014 Electric System Refunding Revenue Note.

⁴**2016 Utility System Refunding Revenue Bonds** - a refunding of the 2007A Utility System Revenue Bonds maturing on or after October 1, 2018.

⁵**2016 Electric System Refunding Revenue Note** - a refunding of the 2013 Electric System Refunding Revenue Note.

H. Defeased Debt

Defeased debt of the City that remains publicly traded is as follows:

Utility System Refunding Revenue Bonds, Series 1999 A/B	\$	13,175,000
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CITY OF LEESBURG, FLORIDA
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NOTE 9 – CONDUIT DEBT

The City issues conduit debt to provide financial assistance to private-sector entities for the acquisition and construction of hospital and other healthcare facilities deemed to be in the public interest. Conduit debt refers to certain limited-obligation revenue bonds or similar debt instruments issued by the City for the express purpose of providing capital financing for a specific nongovernmental third party. Although conduit debt bears the name of the City as issuer, it is collateralized by the resources provided by the loan with the third party on whose behalf they are issued. The City acts solely as a conduit issuer with respect to the debt.

Conduit debt is collateralized by the property financed and is payable solely from payments received on the underlying mortgage loans. Upon repayment of the bonds, ownership of the acquired facilities transfers to the private-sector entity servicing the bond issue. None of the assets or revenues of the City are pledged to the payment of the bonds and under the constitution and laws of the State of Florida, the City may not legally pledge any of its revenues or assets to the payment thereof. Neither the City, the state, nor any political subdivision thereof is obligated in any manner for repayment of the bonds. Accordingly, the bonds are not reported as liabilities in the accompanying financial statements.

As of September 30, 2020, the City had an aggregate principal amount of hospital and not-for-profit revenue refunding bonds of approximately \$90,082,996. The amount of bonds outstanding for The Villages Tri-County Medical Center was \$27,910,000. The amount of bonds outstanding for Leesburg Regional Medical Center and The Villages Tri-County Medical Center as a combined entity was \$52,855,000. The amount of bonds outstanding for LifeStream Behavioral Center, Inc. was \$9,317,996.

NOTE 10 – ARBITRAGE REBATE

In accordance with the Tax Reform Act of 1986, any interest earnings on borrowed construction funds in excess of the interest costs are required to be rebated to the federal government.

There is no arbitrage rebate liability as of September 30, 2020.

NOTE 11 – OPERATING LEASE REVENUES

The City is lessor on various leases of facilities located at the Leesburg Regional Airport and other leases for property owned by the City. Estimated amounts for leased assets are: cost \$10,743,920 and accumulated depreciation \$2,671,743. The following is a schedule of minimum future lease income on non-cancelable operating leases:

Fiscal Year	Amount
2021	\$ 818,935
2022	805,716
2023	791,537
2024	723,315
2025	536,598
2026-2030	1,400,154
2031-2035	1,134,173
2036-2040	1,063,933
2041-2045	978,372
2046-2048	31,356
Total Minimum Lease Payment Revenues	\$ 8,284,089

CITY OF LEESBURG, FLORIDA
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NOTE 12 – DEFINED BENEFIT PENSION PLANS (PLANS)

A. Plan Descriptions and Contribution Information

The City maintains three separate single-employer pension plans: a supplemental one for police officers; one for firemen; and a general employees' retirement plan that covers other full-time City employees, including police officers. These plans are maintained as pension trust funds and included as part of the City's reporting entity. City ordinance and state law requires contributions to be determined by actuarial studies. The City Commission has the authority to establish and amend the benefit provisions of the plans. Administrative costs are financed through contributions and investment earnings. Typically, the General Fund has been used in prior years to liquidate pension liabilities.

B. Basis of Accounting

The Plans' financial statements are prepared using the accrual basis of accounting. Plan member contributions are recognized in the period in which the contributions are recorded with the custodian. Benefits and refunds are recognized when due and payable in accordance with the terms of each Plan.

C. Methods Used to Value Investments

Investments are reported at fair value. Securities traded on a national or international exchange are valued at the last reported sales price at current exchange rates. Investments that do not have an established market are reported at estimated fair value.

For financial statement purposes, the plans' assets are valued at market value for the General Employees', Municipal Police Officers', and Municipal Firemen's plans, as reported within the annual trustee statements. Because the plans do not issue stand-alone GAAP financial reports, the following individual financial schedules are presented for each of the plans:

SCHEDULE OF FIDUCIARY NET POSITION AS OF SEPTEMBER 30, 2020

	General Employees' Retirement Plan	Municipal Police Officers' Retirement Plan	Municipal Firemen's Retirement Plan	Total
Assets				
Cash	\$ 718,566	\$ 1	\$ -	\$ 718,567
Investments, at Fair Value:				
U.S. Government Securities	4,290,532	3,126,922	2,006,349	9,423,803
Foreign Bonds	-	-	325,280	325,280
Corporate Bonds	1,603,713	2,240,027	2,359,644	6,203,384
Corporate Stocks	18,408,558	-	3,689,246	22,097,804
Collateralized Mortgage Obligations	-	-	380,355	380,355
Alternative Investments	7,392,175	2,276,585	2,009,870	11,678,630
Money Market	3,604	506,992	510,220	1,020,816
Mutual Funds	5,406,111	16,162,370	11,026,611	32,595,092
Total Investments	37,104,693	24,312,896	22,307,575	83,725,164
Interest Receivable	189,233	-	47,869	237,102
Total Assets	<u>\$ 38,012,492</u>	<u>\$ 24,312,897</u>	<u>\$ 22,355,444</u>	<u>\$ 84,680,833</u>
Net Position Restricted for Employees' Pension Benefits	<u>\$ 38,012,492</u>	<u>\$ 24,312,897</u>	<u>\$ 22,355,444</u>	<u>\$ 84,680,833</u>

CITY OF LEESBURG, FLORIDA
NOTES TO THE FINANCIAL STATEMENTS
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SCHEDULE OF CHANGES IN FIDUCIARY NET POSITION AS OF SEPTEMBER 30, 2020

	General Employees' Retirement Plan	Municipal Police Officers' Retirement Plan	Municipal Firemen's Retirement Plan	Total
Additions				
Contributions:				
Employer	\$ 1,028,808	\$ 542,732	\$ 760,104	\$ 2,331,644
State	-	227,475	152,264	379,739
Employee	-	314,104	177,275	491,379
Total Contributions	<u>1,028,808</u>	<u>1,084,311</u>	<u>1,089,643</u>	<u>3,202,762</u>
Investment Income:				
Net Increase (Decrease) in				
Fair Value of Investments	1,079,132	1,268,567	1,992,597	4,340,296
Interest and Dividend Income	599,646	719,829	448,438	1,767,913
Other Income	925	98,845	100,422	200,192
Less: Investment Expenses	(200,055)	(41,565)	(82,253)	(323,873)
Total Investment Income	<u>1,479,648</u>	<u>2,045,676</u>	<u>2,459,204</u>	<u>5,984,528</u>
Total Additions	<u>2,508,456</u>	<u>3,129,987</u>	<u>3,548,847</u>	<u>9,187,290</u>
Deductions				
Benefit Payments	2,666,556	924,307	1,239,160	4,830,023
Refund of Contributions	47,151	74,932	40,699	162,782
Administrative Expense	79,702	82,109	78,542	240,353
Total Deductions	<u>2,793,409</u>	<u>1,081,348</u>	<u>1,358,401</u>	<u>5,233,158</u>
Change in Plan Net Position	<u>(284,953)</u>	<u>2,048,639</u>	<u>2,190,446</u>	<u>3,954,132</u>
Net Position Restricted for Employees'				
Pension Benefits:				
Beginning of Year	38,297,445	22,264,258	20,164,998	80,726,701
End of Year	<u>\$ 38,012,492</u>	<u>\$ 24,312,897</u>	<u>\$ 22,355,444</u>	<u>\$ 84,680,833</u>

All three plans provide retirement, disability, and death benefits to plan members and their beneficiaries as described below:

1. General Employees' Retirement Plan (GERP)

The General Employees' Retirement Plan was frozen as of September 30, 2008. City contributions to the plan will continue until such time as the pension obligation is fully funded. Effective October 1, 2008, active plan members no longer accrue benefits under this plan. The plan is a 100% employer contributory defined benefit plan and covers all full time employees except firemen who began employment with the City prior to October 1, 2008. Participants who have completed five years of credited service are fully vested in the plan.

Plan Administration – The plan is administered by a Board of Trustees comprised of: (1) City of Leesburg resident appointed by Commission, City Manager (or designee), Human Resources Director, one other department head appointed by the City Manager, (2) members of the plan who are not certified police officers and one member of the plan who is a certified police officer.

Benefits Provided – The plan provides retirement, termination, disability, and death benefits.

Normal Retirement – The attainment of age 65 with 5 years of credited service.

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Normal Retirement Benefit – 2% of average compensation times credited service prior to October 1, 2008, with a maximum of 45 years of credited service.

Early Retirement – Attainment of age 50 with 15 years of credited service.

Early Retirement Benefit – Accrued benefit on early retirement date, reduced 3.33% for each year that early retirement precedes age 65.

Pre-Retirement Death Benefit – Monthly benefit provided by the greater of (i) or (ii), where (i) is the single sum value of the deferred monthly retirement income commencing at normal retirement date which has accrued to the date of death, and (ii) is the smaller of (a) 18 times average final compensation at the date of death and (b) 100 times the anticipated monthly retirement income at normal retirement.

Disability – Eligibility at 10 years of credited service. Prior to normal retirement date, the benefit payable is the lesser of 50% of the average final compensation or \$1,500. At normal retirement date, the benefit payable is 2% times average final compensation times years and months of credited service (to a maximum of 45 years) as if employment had continued from date of disability to normal retirement date.

Disabled Death Benefit – The greater of (i) or (ii), where (i) is equal to the single-sum value, as of the date of the participant's death, of the deferred monthly retirement income commencing at normal retirement date that the disabled participant would have accrued to the date of termination of service due to disability, and (ii) is the smaller of (a) 18 times average final compensation at the date of termination due to disability and (b) 100 times the participant's anticipated monthly retirement income at normal retirement.

Contributions – Remaining amount required in order to pay current costs and amortize unfunded past service cost, if any, as provided in Chapter 112, Florida Statutes.

Termination of Employment – Vesting Schedule: Less than 5 years zero percent vested; five or more years 100% vested.

Cost of Living Adjustment – Retirees (other than vested terminated members) and their beneficiaries receive a 2% increase in benefits each year October 1st commencing 3 years after their otherwise normal retirement date.

Deferred Retirement Option Program (DROP) - Eligibility: Satisfaction of normal retirement requirements.

DROP Participation: Not to exceed 60 months.

DROP Rate of Return: At member's election: (1) actual net rate of investment return (total return net of brokerage commissions, transaction costs, and management fees) credited each fiscal quarter, or (2) 6.50% per annum compounded quarterly.

BAC-DROP - Eligibility: Satisfaction of normal retirement requirements.

BAC-DROP Period: Not to exceed 60 months.

BAC-DROP Rate of Return: 2.5% per annum compounded quarterly.

The DROP balance as of September 30, 2020 is \$72,695.

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2. Municipal Police Officers' Retirement Plan (MPRP)

The plan covers full-time sworn police officers (other Police Department employees are covered in the GERP). Employees contribute 7.65% of their reportable W-2 compensation, less Christmas bonuses, but including lump sum payment of accrued sick leave, accrued annual leave, or accrued compensatory leave, plus all tax deferred (IRC Section 414(h)(2) and IRC Section 457 contributions) and tax exempt (IRC Section 125) items of income. Effective January 22, 2013, salary shall not include more than 300 hours of overtime per year. Additionally, salary will include the lesser of the amount of unused sick and annual leave time accrued as of January 22, 2013, or the actual amount of sick and vacation leave time for which the retiree receives payment at the time of retirement. The State of Florida collects and remits a 0.85% excise tax on gross premiums from casualty insurance policies covering property within the corporate limits to the fund pursuant to the provisions of Section 185.08, Florida Statutes.

Plan Administration – The plan is administered by a Board of Trustees comprised of: two City residents appointed by the City Commission, two full-time police officers elected by a majority of the members of the plan and a fifth Trustee chosen by a majority of the first four Trustees.

Benefits Provided – The plan provides retirement, termination, disability, and death benefits.

Normal Retirement – Earlier of (1) age 52 (age 50 for members eligible for normal retirement as of October 1, 2015 under prior provisions) and the completion of 25 years of credited service, or (2) age 55 and the completion of 10 years of credited service.

Normal Retirement Benefit – 3% of average final compensation times credited service prior to May 27, 2003; 2% for each year between May 27, 2003 and September 30, 2009; and 2.5% for each year of credited service between October 1, 2009 and September 30, 2015; and 3% for each year of credited service thereafter.

Early Retirement– Age 50 (age 45 for members who will be eligible for early retirement as of October 1, 2015 under prior provisions) and completion of 10 years of credited service.

Early Retirement Benefit – Accrued benefit, reduced 3% per year from what would have been the normal retirement date had the member remained employed.

Disability – Total and permanent; medical proof required. Ten years of credited service required for non-service incurred disability benefit.

Disability Benefit – Service connected: greater of accrued benefit or 50% of average final compensation. Non-service connected: greater of accrued benefit or 25% of average final compensation.

Pre-Retirement Death Benefit – Service connected: beneficiary receives a monthly benefit which can be provided by the greater of: (1) present value of member's accrued benefit, or (2) lesser of 24 times the member's average final compensation, or 100 times the member's anticipated normal retirement benefit. Non-service connected: if less than 10 years of service, beneficiary receives a refund of member contributions; otherwise, same as service connected benefits.

Contributions – Employee: 7.65% of salary; City: amount required after State premium tax refunds in order to pay current costs and amortize unfunded past service cost, as provided in Part VII, Chapter 112, Florida Statutes.

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Deferred Retirement Option Program (DROP) – Eligibility: Satisfaction of normal retirement requirements.

DROP Participation: Not to exceed 60 months.

DROP Rate of Return: Actual net rate of investment return (total return net of brokerage commissions, transaction costs, and management fees) credited each fiscal quarter.

The DROP balance as of September 30, 2020 is \$292,538.

3. Municipal Firemen's Retirement Plan (MFRP)

The plan covers firefighters who have completed one year of employment. Firefighters contribute 6.5% of their annual compensation to the plan. The State of Florida collects and remits a 1.85% excise tax on gross premiums from fire insurance covering property within the corporate limits to the fund pursuant to the provisions of Section 175.101, Florida Statutes.

Plan Administration – The plan is administered by a Board of Trustees comprised of: two City appointees, two members of the department elected by the membership, and a member elected by the other four and appointed by the City Commission.

Benefits Provided – The plan provides retirement, termination, disability, and death benefits.

Normal Retirement – Earlier of (1) age 52 and the completion of 25 years of credited service, or (2) age 55 and the completion of ten years of credited service.

Normal Retirement Benefit – 3% of average monthly earnings times credited service.

Early Retirement – Age 50 and 10 years of credited service.

Early Retirement Benefit – Accrued benefit is reduced for commencement earlier than the normal retirement date at a rate of 0.25% per month. Participants who terminate employment 100% vested prior to reaching the early retirement date requirements may elect to receive an early retirement benefit once the age requirements are met, provided employee contributions remain in the plan.

Disability – Eligibility - Total and permanent as determined by Board of Trustees, this benefit is payable from the first day of the month following the last day the participant was paid basic compensation. The benefit is payable in the form of a 10-year certain and continuous annuity. The last payment is that due next preceding the earlier of (1) the date of recovery prior to the normal retirement date and (2) the later of the date of death or the 120th payment.

Non-line-of-duty benefit amount: Less than 10 years: The monthly income which can be provided by the greater of (i) the single-sum value of the accrued benefit and (ii) 2 x basic compensation paid in the calendar year immediately preceding disability. The monthly retirement income which may be provided by (ii) is limited to 60% x anticipated monthly retirement income at the normal retirement date. More than 10 years: The monthly income which is the greater of (i) the monthly retirement income which can be provided by the single-sum value of the accrued benefit and (ii) 30% x basic compensation paid in the calendar year immediately preceding disability. Note the single-sum value of (ii) is limited to 100 x the anticipated monthly retirement income at the normal retirement date. The minimum amount payable is 25% of the participant's average monthly compensation at the time of disability. Line-of-Duty benefit amount: A monthly income equal to 50% x basic compensation paid in

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the calendar year immediately preceding disability where the single-sum value of the monthly amount does not exceed the 100 x the anticipated monthly retirement income at the normal retirement date. The minimum amount payable is the greater of 42% of the participant's average monthly compensation at the time of disability and the accrued benefit at disability.

Pre-Retirement Death Benefit – The monthly income, payable to designated beneficiary in the form of a 10 year certain and continuous annuity payable commencing on the first of the month coincident with or next following the participant's death which can be provided by the greater of (i) the single-sum value of the accrued benefit as of the date of death, not less than the single-sum value of the early retirement benefit which would have been payable if the participant had retired early on the date of death and (ii) 2 x basic compensation paid in the calendar year immediately preceding death limited to 100 x the anticipated monthly retirement income at normal retirement date.

Contributions – Employee: 6.5% of basic compensation; Premium Tax: 1.85% tax on fire insurance premiums; City: remaining amount necessary for payment of normal (current year's) cost and amortization of the accrued past service liability, as provided in Part VII, Chapter 112, Florida Statutes.

D. Membership

Membership of each Plan consisted of the following:

Membership as of:	10/1/2019 GERP	10/1/2019 MPRP	10/1/2019 MFRP
Retirees and Beneficiaries Receiving Benefits	250	35	32
Terminated Plan Members Entitled to But Not Yet Receiving Benefits	249	10	7
Active Plan Members	144	66	42
Total	643	111	81

E. Investment Policy

The following were the Boards' adopted asset allocation policies as of September 30, 2020:

Asset Class	GERP Target Allocation	MPRP Target Allocation	MFRP Target Allocation
Domestic Equity	50%	45%	35%
International Equity	10%	15%	15%
Broad Market Fixed Income	17.5%	20%	28%
Global Fixed Income	0%	5%	0%
TIPS	0%	5%	0%
Convertibles	0%	0%	10%
Real Estate	12.5%	10%	7%
Hedge Funds	5%	0%	0%
Infrastructure	5%	0%	5%
Total	100%	100%	100%

F. Concentrations

The three pension plans did not hold investments in any one organization that represent five percent or more of the pension plans' fiduciary net position.

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G. Rate of Return

GERP— For the year ended September 30, 2020 the annual money-weighted rate of return on pension plan investments, net of pension plan investment expense, was 3.95 percent.

MPRP – For the year ended September 30, 2020 the annual money-weighted rate of return on pension plan investments, net of pension plan investment expense, was 9.10 percent.

MFRP – For the year ended September 30, 2020 the annual money-weighted rate of return on pension plan investments, net of pension plan investment expense, was 12.48 percent.

The money-weighted rate of return expresses investment performance net of investment expense, adjusted for the changing amounts actually invested.

H. Net Pension Liability of Sponsor

The components of the net pension liability of the sponsor as of September 30, 2020 were as follows:

	<u>GERP</u>	<u>MPRP</u>	<u>MFRP</u>
Total Pension Liability	\$ 41,439,631	\$ 26,538,305	\$ 25,583,111
Plan Fiduciary Net Position	(38,012,493)	(24,313,376)	(22,355,440)
Sponsor's Net Pension Liability	<u>\$ 3,427,138</u>	<u>\$ 2,224,929</u>	<u>\$ 3,227,671</u>
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	<u>91.73%</u>	<u>91.62%</u>	<u>87.38%</u>

Actuarial Assumptions:

The measurement date is September 30, 2020 for all three pension plans. The measurement period for the pension expense is October 1, 2019 to September 30, 2020. The reporting period is October 1, 2019 through September 30, 2020.

The total pension liability for all plans was determined by an actuarial valuation as of October 1, 2019 updated to September 30, 2020 using the following actuarial assumptions applied to all measurement periods.

	<u>GERP</u>	<u>MPRP</u>	<u>MFRP</u>
Inflation	2%	2.5%	2.42%
Salary Increases	None (frozen)	Service based	4%-6%
Discount Rate	7.25%	7.00%	7.5%
Investment Rate of Return	7.25%	7.00%	7.4%

Mortality rates (healthy lives) for all three plans were based on the RP2000 Generational Table, Scale BB, with collar and annuitant adjustments. Mortality rates (disabled lives) for all three plans were based on RP2000 Disabled Male Table and RP2000 Disabled Female Table, with male set back four years and female set forward two years; MPRP and MFRP were at 60% with collar adjustments and no projection scale, and GERP was at 100%.

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For the General Employees' Fund, actuarial assumptions used were based on the results of an actuarial experience study dated September 3, 2007. The actuarial assumptions used for Police Officers' Fund were based on the results of an actuarial experience study dated September 13, 2016. The actuarial assumptions used for Firemen's Fund were based on the results of an actuarial experience study dated March 7, 2014 and updated at a January 8, 2017 meeting of the Retirement Committee.

I. Long Term Expected Rate of Return—All Plans

The long-term expected rate of return on all pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of geometric real rates of return for each major asset class included in the Pension Plan's target asset allocation as of September 30, 2020 are summarized in the following table:

Asset Class	GERP	MPRP	MFRP
	Long Term Expected Real Rate of Return	Long Term Expected Real Rate of Return	Long Term Expected Real Rate of Return
Domestic Equity	5.62%	7.50%	7.31%
International Equity	4.56%	8.50%	2.71%
Broad Market Fixed Income	1.45%	2.50%	3.61%
Global Fixed Income	-	3.50%	-
TIPS	-	2.50%	-
Convertibles	-	-	5.72%
Real Estate	4.94%	4.50%	4.91%
Hedge Funds	3.10%	-	-
Infrastructure	5.20%	-	8.07%

J. Discount Rate

The discount rates used to measure the General Employees' pension liability was 7.25%, the Police Officers' pension liability was 7.00%, and the Firemen's pension liability was 7.50%.

The projection of cash flows used to determine the discount rate assumed that Plan Member contributions will be made at the current contribution rate and the Sponsor contributions will be made at rates equal to the difference between actuarially determined contribution rates and the Member rate. Based on those assumptions, the Pension Plans' Fiduciary Net Position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the Long-Term Expected Rate of Return on Pension Plan investments was applied to all periods of projected benefit payment to determine the Total Pension Liability.

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K. Net Pension Liability

General Employees' Plan

CHANGES IN NET PENSION LIABILITY

	Increase (Decrease)		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability
Balances at September 30, 2019	\$ 42,606,337	\$ 38,297,445	\$ 4,308,892
Changes for the year:			
Service cost	90,827	-	90,827
Interest	2,997,173	-	2,997,173
Differences between Expected and Actual Experience	(818,934)	-	(818,934)
Changes of assumptions	(722,065)	-	(722,065)
Contributions - Employer	-	1,028,808	(1,028,808)
Net Investment Income	-	1,479,649	(1,479,649)
Benefit Payments, including Refunds of Employee Contributions	(2,713,707)	(2,713,707)	-
Administrative Expense	-	(79,702)	79,702
Net Changes	(1,166,706)	(284,952)	(881,754)
Balances at September 30, 2020	\$ 41,439,631	\$ 38,012,493	\$ 3,427,138

Police Officers' Plan

CHANGES IN NET PENSION LIABILITY

	Increase (Decrease)		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability
Balances at September 30, 2019	\$ 25,417,240	\$ 22,264,413	\$ 3,152,827
Changes for the year:			
Service cost	664,416	-	664,416
Interest	1,893,071	-	1,893,071
Differences between Expected and Actual Experience	(1,008,318)	-	(1,008,318)
Changes of assumptions	571,135	-	571,135
Contributions - Employer	-	542,982	(542,982)
Contributions - State	-	227,475	(227,475)
Contributions - Employee	-	314,179	(314,179)
Net Investment Income	-	2,022,845	(2,022,845)
Benefit Payments, including Refunds of Employee Contributions	(999,239)	(999,239)	-
Administrative Expense	-	(59,279)	59,279
Net Changes	1,121,065	2,048,963	(927,898)
Balances at September 30, 2020	\$ 26,538,305	\$ 24,313,376	\$ 2,224,929

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Firemen's Plan

	NET PENSION LIABILITY		
		Increase (Decrease)	
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability
Balances at September 30, 2019	\$ 25,033,422	\$ 20,141,147	\$ 4,892,275
Changes for the year:			
Service cost	490,171	-	490,171
Interest	1,825,455	-	1,825,455
Differences between Expected and Actual Experience	(503,745)	-	(503,745)
Contributions - Employer	-	760,104	(760,104)
Contributions - State	-	152,264	(152,264)
Contributions - Employee	-	177,275	(177,275)
Contributions - Buy Back	17,667	17,667	-
Net Investment Income	-	2,465,384	(2,465,384)
Benefit Payments, including Refunds of Employee Contributions	(1,279,859)	(1,279,859)	-
Administrative Expense	-	(78,542)	78,542
Net changes	549,689	2,214,293	(1,664,604)
Balances at September 30, 2020	<u>\$ 25,583,111</u>	<u>\$ 22,355,440</u>	<u>\$ 3,227,671</u>

Sensitivity of the Net Pension Liability to changes in discount rate:

General Employees' Plan

	1% Decrease 6.25%	Current Discount Rate 7.25%	1% Increase 8.25%
Plan's Net Pension Liability	\$ 7,798,373	\$ 3,427,138	\$ (261,141)

Police Officers' Plan

	1% Decrease 6.00%	Current Discount Rate 7.00%	1% Increase 8.00%
Plan's Net Pension liability	\$ 5,472,527	\$ 2,224,929	\$ (477,275)

Firemen's Plan

	1% Decrease 6.50%	Current Discount Rate 7.50%	1% Increase 8.50%
Plan's Net Pension Liability	\$ 6,195,986	\$ 3,227,671	\$ 745,300

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Pension Expense and Deferred Inflows/Outflows of Resources Related to Pensions:

Pension expense for the fiscal year ended September 30, 2020 was: 1) General Employees' Plan \$92,638; 2) Police Officers' Plan \$919,833; and 3) Firemen's Plan \$602,848 (total \$1,615,319). On September 30, 2020, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

General Employees' Plan

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between Expected and Actual Experience	\$ -	\$ 409,467
Changes of Assumptions	-	361,034
Net Difference between Projected and Actual Earnings	1,502,598	-
Total	<u>\$ 1,502,598</u>	<u>\$ 770,501</u>

Police Officers' Plan

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between Expected and Actual Experience	\$ 475,746	\$ 1,067,170
Changes of Assumptions	869,117	-
Net Difference between Projected and Actual Earnings	-	260,293
Total	<u>\$ 1,344,863</u>	<u>\$ 1,327,463</u>

Firemen's Plan

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between Expected and Actual Experience	\$ 228,126	\$ 508,287
Changes of Assumptions	120,888	-
Net Difference between Projected and Actual Earnings	-	222,508
Total	<u>\$ 349,014</u>	<u>\$ 730,795</u>

Deferred Inflows/Outflows Schedule for Future Years:

Amounts reported as deferred inflows and outflows of resources related to pensions will be recognized in pension expense as follows:

<u>Total year ended September 30:</u>	<u>General Employees'</u>	<u>Police Officers'</u>	<u>Firemen's</u>
2021	\$ (576,377)	\$ 196,393	\$ (30,010)
2022	453,483	9,887	43,662
2023	608,401	(26,581)	(128,597)
2024	246,590	(162,299)	(266,836)

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NOTE 13 - DEFINED CONTRIBUTION PENSION PLAN

General employees of the City participate in the 401(a) Defined Contribution Pension Plan (401(a) Plan) administered by MassMutual Financial Group. The 401(a) Plan was authorized by City Commission Resolution. New employees become fully vested over a four-year period. For the year ended September 30, 2020, the City Commission approved a contribution rate of 5% of compensation. Total contributions amounted to \$779,116, or 100% of the amount authorized.

Employees may not contribute to the 401(a) Plan. Investments in 401(a) Plan assets are directed by individual employees.

NOTE 14 - OTHER POSTEMPLOYMENT BENEFITS (OPEB)

A. Plan Description and Benefits Provided

In accordance with Section 112.0801, Florida Statutes, the City allows retirees the option of continuing to participate in the City's group health insurance coverage at a premium cost of no more than the premium cost applicable to active employees. The City administers a single-employer defined other postemployment benefit (OPEB) plan which provides postretirement health care benefits, in accordance with City ordinance, to all employees who retire from the City with at least fifteen years of continuous service. Benefit provisions for the Plan are established by the City Commission and may be amended by the City Commission. Employees retiring before age fifty-five may remain in the City's plan and pay all premium costs. Employees who retire between the ages of fifty-five and fifty-eight and continue health coverage will become eligible for employer subsidized premiums at age fifty-eight. Employees retiring on or after attaining age fifty-eight with at least fifteen years of service remain in the plan with all employee premiums paid by the City up to a maximum of \$400 per month; if the cost to the City for health insurance coverage on the retired employee exceeds \$400 per month, the retiree will bear the cost over and above \$400; this \$400 per month stipend is no longer available to employees who were hired on or after October 1, 2008. This explicit City subsidy is available only for retiree coverage and is not available in whole or in part as an explicit subsidy for spouse or dependent coverage. A voluntary early retirement incentive program (VERIP) was implemented in 2014, allowing for retirees to retire as early as age 50 with 27 years of service, with varying amounts of service required from ages 51-57. The VERIP pays the maximum subsidy of \$400 per month. The City has implemented a \$400 per month subsidy cap in instances where the retiree is eligible to receive a subsidy. In instances where the premium exceeds the monthly cap, the excess premium becomes the responsibility of the retiree. In July 2018, the City began to offer a \$400 per month stipend as a cash benefit to retirees eligible for such who no longer remain in the City's health insurance plan. The plan does not issue a publicly available financial report. The OPEB payable from the governmental funds are typically liquidated in the General Fund.

B. Funding Policy

Currently, the City's OPEB benefits are unfunded. That is, there is no separate Trust Fund or equivalent arrangement into which the City would make contributions to advance-fund the obligation. Therefore, the ultimate subsidies which are provided over time are financed directly by general assets of the City. For the fiscal year ended September 30, 2020, retiree contributions for amounts not covered by the \$400 per month described in "Plan Description" above totaled \$326,912.

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C. Employees Covered by Benefit Terms

At September 30, 2019, the following employees were covered by the benefit terms:

Inactive Plan Members or Beneficiaries Currently Receiving Benefits	110
Active Plan Members	409
Total	<u><u>519</u></u>

D. Total OPEB Liability

The City's total OPEB liability of \$23,704,230 was measured as of September 30, 2019, and was determined by an actuarial valuation as of September 30, 2019.

E. Significant Actuarial Assumptions and Other Inputs

The total OPEB liability was determined by an actuarial valuation as of September 30, 2019, using the following actuarial assumptions:

Inflation Rate	2.50%
Salary Increase Rate(s)	Varies by Service
Discount Rate	3.58%
Initial Healthcare Trend Rate	7.50%
Ultimate Healthcare Trend Rate	4.00%
Years to Ultimate	55

Mortality - All mortality rates based on the RP-2000 mortality tables.

Active Lives - For female lives, 100% of the Combined Healthy White-Collar table was used. For male (non-special risk) lives, a 50% Combined Healthy White-Collar table, 50% Healthy Blue-Collar table blend was used. For male special risk lives, a 10% Combined Healthy White-Collar table, 90% Combined Healthy Blue-Collar table blend was used. All tables include fully generational adjustments for mortality improvements using improvement scale BB.

Inactive Healthy Lives - For female lives, 100% of the Annuitant White-Collar table was used. For male (non-special risk) lives, a 50% Annuitant White-Collar table, 50% Annuitant Blue-Collar table blend was used. For male special risk lives, a 10% Annuitant White-Collar table, 90% Annuitant Blue-Collar table blend was used. All tables include fully generational adjustments for mortality improvements using improvement scale BB.

Disabled Lives - For female (non-special risk) lives, 100% of the Disabled Female table was used, set forward two years. For female special risk lives, a 60% Disabled Female table, 40% Annuitant White-Collar table with no setback blend was used. For male (non-special risk) lives, 100% of the Disabled Male table was used, set back four years. For male special risk lives, a 60% Disabled Male table, 40% Annuitant White-Collar table with no setback blend was used. Disabled mortality has not been adjusted for mortality improvements.

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NOTES TO THE FINANCIAL STATEMENTS
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Discount Rate - Given the City's decision not to fund the OPEB plan, all future benefit payments were discounted using a high-quality municipal bond rate of 3.58%. The high-quality municipal bond rate was based on the measurement date of the S&P Municipal Bond 20 Year High Grade Rate Index as published by the S&P Dow Jones Indices. The S&P Municipal 20 Year High Grade Rate Index consists of bonds in the S&P Municipal Bond Index with a maturity of 20 years. Eligible bonds must be rated at least AA by Standard & Poor's Ratings Services, Aa2 by Moody's or AA by Fitch. If there are multiple ratings, the lowest rating is used.

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment and termination, mortality, and the healthcare cost trends.

Projection of benefits for financial reporting purposes are based on the substantive plan provisions, as understood by the employer and participating members, and include the type of benefits provided at the time of each valuation and the historical pattern of sharing benefit costs between the employer and participating members. The actuarial methods and assumptions used include techniques that are designed to reduce the effect of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

E. Changes in Total OPEB Liability

	Total OPEB Liability
Balance at September 30, 2019	\$ 29,343,547
Changes for the Fiscal Year:	
Service Cost	632,158
Interest on the Total OPEB Liability	1,227,491
Differences Between Expected and Actual Experience	(584,258)
Changes of Assumptions	(5,682,261)
Benefit Payments	(1,232,447)
Net Changes	(5,639,317)
Balance at September 30, 2020	<u>\$ 23,704,230</u>

Differences Between Expected and Actual Experience reflects the impact of changes to the census data from the prior valuation to the valuation as of September 30, 2019.

Changes in assumptions reflect a change in the discount rate from 4.18% for the fiscal year ended September 30, 2019, to 3.58% for the reporting period ended September 30, 2020. Also reflected as assumption changes are updated health care costs and premiums and updated health care cost trend rates.

CITY OF LEESBURG, FLORIDA
NOTES TO THE FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

E. Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

	1% Decrease 2.58%	Current Discount Rate 3.58%	1% Increase 4.58%
Total OPEB Liability	\$ 26,674,941	\$ 23,704,230	\$ 21,241,062

F. Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rates

	1% Decrease 3.00% - 6.50%	Healthcare Costs Trend Rates 4.00% - 7.50%	1% Increase 5.00% - 8.50%
Total OPEB Liability	\$ 22,228,180	\$ 23,704,230	\$ 25,496,013

G. OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources

OPEB expense for the fiscal year ended September 30, 2020 was \$111,236. On September 30, 2020, the City reported Deferred Outflows of Resources and Deferred Inflows of Resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Experience	\$ -	\$ 486,882
Changes of Assumptions	-	7,898,514
Employer Contributions Subsequent to the Measurement Date	1,062,912	-
Total	<u>\$ 1,062,912</u>	<u>\$ 8,385,396</u>

H. Deferred Outflows/Inflows of Resources Schedule for Future Years

\$1,062,912 reported as deferred outflows of resources related to OPEB resulting from benefit payments made subsequent to the measurement date will be recognized as a decrease of the total OPEB liability in fiscal year 2021. Other amounts reported as deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year Ended September 30:	
2021	\$ (1,755,412)
2022	(1,755,412)
2023	(1,755,412)
2024	(1,755,412)
2025	(1,363,748)

CITY OF LEESBURG, FLORIDA
NOTES TO THE FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

NOTE 15 - SELF-INSURANCE FUND

A. Employee Health Insurance Fund

The City maintains a self-insurance program for the payment of employee health and medical claims. The program provides for the payment of City and employee contributions into a self-insurance fund, which is managed by the City. Individual claims up to \$165,000 per claimant are paid from the assets of the self-insurance fund. Individual claims above \$165,000 are paid by the reinsurance up to an unlimited lifetime maximum. This coverage includes all amount for claims, regardless of the condition or disease, for this claimant during the policy period. In addition, the total of all claims (less reimbursements for the specific claims) are paid after the aggregate excess attachment point has been reached. Claims above this amount are reimbursed up to \$1,000,000 per fiscal year by the reinsurance policy purchased by the City. The City employs a third party claims administrator to manage claims. Each year, an actuarial analysis of the Health Insurance Fund is conducted in order to assure the financial soundness of the fund.

B. Workers' Compensation Insurance Fund

The City maintains a self-insurance program for the payment of employee workers' compensation claims. The program provides for City contributions into a self-insurance fund which is managed by the City. Employee claims up to \$500,000 per occurrence are paid from the assets of the self-insurance fund with amounts in excess of \$500,000 per occurrence being paid from a reinsurance policy purchased by the City. The City employs a third party claims administrator to manage claims. Each year, an actuarial analysis of the Workers' Compensation Insurance Fund is conducted in order to assure the financial soundness of the fund.

Changes in claims liabilities for the last two years follow:

	Balance October 1, 2019	Current Year Claims and Changes in Estimates	(Claims Paid)	Balance September 30, 2020
Employee Health Insurance Fund	\$ 313,021	\$ 4,672,209	\$ (4,567,288)	\$ 417,942
Workers' Compensation Insurance Fund	1,616,324	342,863	(290,126)	1,669,061
	<u>\$ 1,929,345</u>	<u>\$ 5,015,072</u>	<u>\$ (4,857,414)</u>	<u>\$ 2,087,003</u>

	Balance October 1, 2018	Current Year Claims and Changes in Estimates	(Claims Paid)	Balance September 30, 2019
Employee Health Insurance Fund	\$ 295,544	\$ 4,877,595	\$ (4,860,118)	\$ 313,021
Workers' Compensation Insurance Fund	1,512,449	408,037	(304,162)	1,616,324
	<u>\$ 1,807,993</u>	<u>\$ 5,285,632</u>	<u>\$ (5,164,280)</u>	<u>\$ 1,929,345</u>

Claim liabilities are calculated based on actuarial valuations, which include consideration of non-incremental claims adjustment expenses. Management estimates that \$373,274 of Workers' Compensation and \$417,942 of Employee Health Insurance claim liabilities are payable within one year. The amount of settlements have not exceeded insurance coverage in each of the past three fiscal years.

CITY OF LEESBURG, FLORIDA
NOTES TO THE FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

NOTE 16 – CONTINGENCIES AND COMMITMENTS

The City participates in a number of state and federal grant programs. These programs are subject to program compliance audits by the grantors or their representatives. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the granting agencies cannot be determined, although the City expects such amounts, if any, to be immaterial.

The City is defending several claims and judgments arising from the normal course of business. The City expects to prevail in these matters; however, the final outcomes have not yet been determined.

NOTE 17 – ENCUMBRANCES

The City has outstanding encumbrances on various contracts for construction and other projects. These encumbrances, as of September 30, 2020, in the respective funds are as follows:

General Fund	\$ 62,043
Community Redevelopment Agency Funds	6,572
Capital Projects Fund	1,778,828
Stormwater Utility Fund	22,348
Electric Utility Fund	1,560,174
Gas Utility Fund	5,813
Water Utility Fund	357,840
Wastewater Utility Fund	4,255,716
Airport Fund	915,915
Non-Major Enterprise Funds	23,988
Internal Service Funds	409,603
Total	<u><u>\$ 9,398,840</u></u>

Long-term purchase contract obligations for the purchase of electric power are disclosed in Note 7. Long-term contracts are not included in the above outstanding encumbrance balances.

NOTE 18 – RISK MANAGEMENT

The City's self-insurance programs are accounted for in separate nonmajor internal service funds. Additionally, the City maintains insurance coverages for the following exposures:

- General and Automotive Liability
- Property Damage, including Inland Marine and Auto Physical Damage insurance
- Crime
- Law Enforcement Liability
- Public Officials and Employment Practices Liability
- Pollution Liability
- Excess Workers' Compensation Insurance
- Excess Health Insurance
- Unemployment Compensation
- Federal Flood Insurance
- Basic Life Insurance
- Airport Liability
- Marina Liability

CITY OF LEESBURG, FLORIDA
NOTES TO THE FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

Exposures are limited by insurance coverage as noted. Settled general and automotive liability and workers' compensation claims have not exceeded the self-insured statutory limits in any of the past five years.

NOTE 19 – TAX ABATEMENTS

The City enters into property tax abatement agreements with local businesses under Article VII, Section 3(c) of the Florida Constitution and City Ordinance 12-42, which were approved by City voters on November 6, 2012, for the purpose of encouraging economic development and establishing new jobs in the City. City ad valorem taxes are abated for businesses that meet certain hiring, sales and/or productive output increases and file for such exemption with the Lake County Property Appraiser. The temporary exemption applies to new buildings and new equipment built or purchased by a qualifying business after the application for exemption is filed of up to 100% of ad valorem taxes on the new buildings and equipment for up to ten years; each exemption is granted on a case-by-case basis. A business which does not achieve the performance requirements specified in the individual authorizing ordinance could have the ad valorem tax exemption revoked in whole or in part. The City has elected to disclose all tax abatement agreements.

Currently, the City has an agreement with Coreslab to abate ad valorem property taxes on new buildings and equipment recently constructed and installed from tax years 2019-2021 (fiscal years 2019-2021). The amount of the abatement under the agreement was \$27,541 in fiscal year 2020, and estimated to be \$27,460 in fiscal year 2021. The City also sold additional property to Coreslab, and will have no tax abatements in relation to new buildings and equipment placed on the additional property until the property is developed.



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REQUIRED SUPPLEMENTARY INFORMATION

The following supplementary schedules present the major fund budgetary comparison schedules; trend information regarding the retirement plans for the City's General Employees, Municipal Police and Municipal Firemen; and trend information regarding other postemployment benefits. This information is necessary for a fair presentation in conformity with generally accepted accounting principles.



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CITY OF LEESBURG, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Budgeted Amounts		Actual	Variance With
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
Revenues				
Taxes	\$ 10,115,363	\$ 10,115,363	\$ 10,104,335	\$ (11,028)
Licenses, Permits, and Assessments	1,527,500	1,527,500	1,634,859	107,359
Intergovernmental	2,877,272	2,983,715	2,982,821	(894)
Charges for Services	803,494	803,494	885,765	82,271
Fines and Forfeitures	208,700	208,700	146,227	(62,473)
Miscellaneous:				
Interest	210,000	210,000	271,683	61,683
Rental	623,150	623,150	589,593	(33,557)
Other	77,282	78,932	167,194	88,262
Total Revenues	16,442,761	16,550,854	16,782,477	231,623
Expenditures				
Current:				
General Government	3,714,884	3,947,226	3,678,770	268,456
Public Safety	15,764,933	15,852,459	15,230,727	621,732
Physical Environment	114,330	114,330	99,049	15,281
Transportation	1,336,107	1,344,165	1,292,655	51,510
Economic Environment	167,404	272,419	258,409	14,010
Human Services	399,673	1,231,278	303,807	927,471
Culture and Recreation	3,648,064	3,649,664	3,380,029	269,635
Principal Payments	-	67,839	71,150	(3,311)
Interest and Fees	-	22,278	18,965	3,313
Capital Outlay	362,529	392,118	339,614	52,504
Total Expenditures	25,507,924	26,893,776	24,673,175	2,220,601
Excess (Deficiency) of Revenues Over				
(Under) Expenditures	(9,065,163)	(10,342,922)	(7,890,698)	2,452,224
Other Financing Sources (Uses)				
Sale of Capital Assets	-	-	42,923	42,923
Transfers from Other Funds	10,600,362	11,272,567	10,593,887	(678,680)
Transfers to Other Funds	(5,035,199)	(5,561,199)	(5,561,199)	-
Fund Balance Appropriated	3,500,000	4,631,554	-	(4,631,554)
Total Other Financing Sources (Uses)	9,065,163	10,342,922	5,075,611	(5,267,311)
Net Change in Fund Balance	-	-	(2,815,087)	(2,815,087)
Fund Balance, Beginning of Year	-	-	15,720,135	15,720,135
Fund Balance, End of Year	\$ -	\$ -	\$ 12,905,048	\$ 12,905,048

This schedule is prepared on the basis of Generally Accepted Accounting Principles.



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CITY OF LEESBURG, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
COMMUNITY REDEVELOPMENT AGENCY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Budgeted Amounts		Actual	Variance With
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
Revenues				
Taxes	\$ 1,548,187	\$ 1,548,187	\$ 1,522,700	\$ (25,487)
Miscellaneous:				
Interest	18,000	18,000	47,507	29,507
Rental	-	-	1,830	1,830
Total Revenues	<u>1,566,187</u>	<u>1,566,187</u>	<u>1,572,037</u>	<u>5,850</u>
Expenditures				
Current:				
Economic Environment	830,113	924,004	463,338	460,666
Debt Service:				
Principal Payments	343,983	343,983	276,000	67,983
Interest and Fees	297,794	297,794	343,543	(45,749)
Capital Outlay	30,000	113,063	105,504	7,559
Total Expenditures	<u>1,501,890</u>	<u>1,678,844</u>	<u>1,188,385</u>	<u>490,459</u>
Excess (Deficiency) of Revenues Over				
(Under) Expenditures	<u>64,297</u>	<u>(112,657)</u>	<u>383,652</u>	<u>496,309</u>
Other Financing Sources (Uses)				
Transfers from Other Funds	-	78,120	78,120	-
Transfers to Other Funds	-	(141,958)	(141,958)	-
Fund Balance Appropriated	(64,297)	176,495	-	(176,495)
Total Other Financing Sources (Uses)	<u>(64,297)</u>	<u>112,657</u>	<u>(63,838)</u>	<u>(176,495)</u>
Net Change in Fund Balance	-	-	319,814	319,814
Fund Balance, Beginning of Year	-	-	940,122	940,122
Fund Balance, End of Year	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,259,936</u>	<u>\$ 1,259,936</u>

This schedule is prepared on the basis of Generally Accepted Accounting Principles.

CITY OF LEESBURG, FLORIDA
GENERAL EMPLOYEES' PENSION PLAN
SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY AND RELATED RATIOS
LAST EIGHT FISCAL YEARS

	2013	2014	2015	2016	2017
Total Pension Liability					
Service Cost	\$ 194,388	\$ 208,967	\$ 152,878	\$ 141,911	\$ 122,811
Interest	2,883,831	2,926,654	2,944,455	2,831,625	2,976,831
Differences Between Expected and Actual Experience	-	-	(1,744,070)	(22,731)	(367,628)
Changes of Assumptions	-	-	-	1,913,430	-
Benefit payments, Including Refunds of Member Contributions	(2,352,214)	(2,691,425)	(2,992,933)	(2,700,483)	(2,584,858)
Net Change in Total Pension Liability	726,005	444,196	(1,639,670)	2,163,752	147,156
Total Pension Liability - Beginning	39,432,794	40,158,799	40,602,995	38,963,325	41,127,077
Total Pension Liability - Ending (a)	<u>\$ 40,158,799</u>	<u>\$ 40,602,995</u>	<u>\$ 38,963,325</u>	<u>\$ 41,127,077</u>	<u>\$ 41,274,233</u>
Plan Fiduciary Net Position					
Contributions - Employer	\$ 1,250,669	\$ 1,456,725	\$ 1,435,084	\$ 1,166,446	\$ 1,010,847
Net Investment Income	3,036,199	3,281,074	502,864	2,751,242	3,840,395
Benefit Payments, Including Refunds of Member Contributions	(2,352,214)	(2,691,425)	(2,992,933)	(2,700,483)	(2,584,858)
Administrative Expense	(63,599)	(81,087)	(73,823)	(70,197)	(74,124)
Net Change in Plan Fiduciary Net Position	1,871,055	1,965,287	(1,128,808)	1,147,008	2,192,260
Plan Fiduciary Net Position - Beginning	31,112,567	32,983,622	34,948,909	33,820,101	34,967,109
Plan Fiduciary Net Position - Ending (b)	<u>\$ 32,983,622</u>	<u>\$ 34,948,909</u>	<u>\$ 33,820,101</u>	<u>\$ 34,967,109</u>	<u>\$ 37,159,369</u>
City's Net Pension Liability - Ending (a) - (b)	<u>\$ 7,175,177</u>	<u>\$ 5,654,086</u>	<u>\$ 5,143,224</u>	<u>\$ 6,159,968</u>	<u>\$ 4,114,864</u>
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	82.13%	86.07%	86.80%	85.02%	90.03%
Covered Payroll	N/A	N/A	\$ 11,184,611	\$ 10,350,154	\$ 9,771,298
City's Net Pension Liability as a Percentage of the Covered Payroll	N/A	N/A	45.98%	59.52%	42.11%

Notes to Schedule:

Changes of assumptions:

For measurement date 09/30/2020, as mandated by Chapter 2015-157, Laws of Florida, the assumed rates of mortality were changed to the rates used in the July 1, 2019 actuarial valuation for non-special-risk lives, with appropriate risk and collar adjustments made based on plan demographics.

For measurement date 09/30/2019, amounts reported as changes of assumptions resulted from lowering the investment rate of return from 7.45% to 7.25%, net of investment related expenses.

NOTE: This schedule is intended to show information for ten years; however, data was unavailable prior to 2013. Additional years' information will be presented as they become available.

CITY OF LEESBURG, FLORIDA
GENERAL EMPLOYEES' PENSION PLAN
SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY AND RELATED RATIOS
LAST EIGHT FISCAL YEARS

	2018	2019	2020
Total Pension Liability			
Service Cost	\$ 112,163	\$ 94,887	\$ 90,827
Interest	2,983,558	3,009,995	2,997,173
Differences Between Expected and Actual Experience	(40,907)	(295,102)	(818,934)
Changes of Assumptions	-	832,857	(722,065)
Benefit payments, Including Refunds of Member Contributions	(2,677,281)	(2,688,066)	(2,713,707)
Net Change in Total Pension Liability	377,533	954,571	(1,166,706)
Total Pension Liability - Beginning	41,274,233	41,651,766	42,606,337
Total Pension Liability - Ending (a)	<u>\$ 41,651,766</u>	<u>\$ 42,606,337</u>	<u>\$ 41,439,631</u>
Plan Fiduciary Net Position			
Contributions - Employer	\$ 1,090,938	\$ 1,065,288	\$ 1,028,808
Net Investment Income	3,480,669	1,030,679	1,479,649
Benefit Payments, Including Refunds of Member Contributions	(2,677,281)	(2,688,066)	(2,713,707)
Administrative Expense	(85,994)	(78,157)	(79,702)
Net Change in Plan Fiduciary Net Position	1,808,332	(670,256)	(284,952)
Plan Fiduciary Net Position - Beginning	37,159,369	38,967,701	38,297,445
Plan Fiduciary Net Position - Ending (b)	<u>\$ 38,967,701</u>	<u>\$ 38,297,445</u>	<u>\$ 38,012,493</u>
City's Net Pension Liability - Ending (a) - (b)	<u>\$ 2,684,065</u>	<u>\$ 4,308,892</u>	<u>\$ 3,427,138</u>
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	93.56%	89.89%	91.73%
Covered Payroll	\$ 9,804,536	\$ 9,150,481	\$ 8,605,507
City's Net Pension Liability as a Percentage of the Covered Payroll	27.38%	47.09%	39.82%

CITY OF LEESBURG, FLORIDA
MUNICIPAL POLICE OFFICERS' PENSION PLAN
SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY AND RELATED RATIOS
LAST EIGHT FISCAL YEARS

	2013	2014	2015	2016	2017
Total Pension Liability					
Service cost	\$ 568,199	\$ 612,234	\$ 583,726	\$ 531,469	\$ 535,415
Interest	1,219,007	1,299,397	1,401,184	1,386,584	1,517,690
Changes of Benefit Terms	-	-	390,863	-	-
Differences Between Expected and Actual Experience	-	-	(1,091,580)	615,885	1,644,031
Changes of Assumptions	-	-	-	370,217	-
Benefit Payments, Including Refunds of Member Contributions	(765,084)	(822,819)	(1,098,375)	(960,560)	(960,266)
Net Change in Total Pension Liability	1,022,122	1,088,812	185,818	1,943,595	2,736,870
Total Pension Liability - Beginning	15,543,462	16,565,584	17,654,396	17,840,214	19,783,809
Total Pension Liability - Ending (a)	\$ 16,565,584	\$ 17,654,396	\$ 17,840,214	\$ 19,783,809	\$ 22,520,679
Plan Fiduciary Net Position					
Contributions - Employer	\$ 406,147	\$ 371,964	\$ 248,486	\$ 255,920	\$ 335,142
Contributions - State	155,997	160,225	168,105	183,761	182,473
Contributions - Employee	276,198	258,985	250,545	277,064	298,174
Net Investment Income	1,685,318	1,868,068	(211,259)	1,042,752	2,068,871
Benefit Payments, Including Refunds of Member Contributions	(765,084)	(822,819)	(1,098,375)	(960,560)	(960,266)
Administrative Expense	(31,140)	(43,005)	(46,291)	(50,968)	(49,199)
Net Change in Plan Fiduciary Net Position	1,727,436	1,793,418	(688,789)	747,969	1,875,195
Plan Fiduciary Net Position - Beginning	14,260,248	15,987,684	17,781,102	17,092,313	17,840,282
Plan Fiduciary Net Position - Ending (b)	\$ 15,987,684	\$ 17,781,102	\$ 17,092,313	\$ 17,840,282	\$ 19,715,477
City's Net Pension Liability - Ending (a) - (b)	\$ 577,900	\$ (126,706)	\$ 747,901	\$ 1,943,527	\$ 2,805,202
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	96.51%	100.72%	95.81%	90.18%	87.54%
Covered Payroll *	\$ 3,610,429	\$ 3,385,424	\$ 3,476,535	\$ 3,621,754	\$ 3,895,135
City's Net Pension Liability as a Percentage of the Covered Payroll	16.01%	(3.74)%	21.51%	53.66%	72.02%

Notes to Schedule:

Changes of assumptions:

For measurement date 09/30/2020, as mandated by Chapter 2015-157, Laws of Florida, the assumed rates of mortality were changed to the rates used in the July 1, 2019 actuarial valuation for special risk lives, with appropriate risk and collar adjustments made based on plan demographics.

For measurement date 09/30/2019, amounts reported as changes of assumptions resulted from lowering the investment return from 7.65% to 7.40%, net of investment related expenses.

NOTE: This schedule is intended to show information for ten years; however, data was unavailable prior to 2013. Additional years' information will be presented as they become available.

CITY OF LEESBURG, FLORIDA
MUNICIPAL POLICE OFFICERS' PENSION PLAN
SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY AND RELATED RATIOS
LAST EIGHT FISCAL YEARS

	2018	2019	2020
Total Pension Liability			
Service cost	\$ 562,191	\$ 585,643	\$ 664,416
Interest	1,723,065	1,834,860	1,893,071
Changes of Benefit Terms	-	-	-
Differences Between Expected and Actual Experience	367,350	(434,190)	(1,008,318)
Changes of Assumptions	-	687,014	571,135
Benefit Payments, Including Refunds of Member Contributions	(1,118,288)	(1,311,084)	(999,239)
Net Change in Total Pension Liability	1,534,318	1,362,243	1,121,065
Total Pension Liability - Beginning	22,520,679	24,054,997	25,417,240
Total Pension Liability - Ending (a)	\$ 24,054,997	\$ 25,417,240	\$ 26,538,305
Plan Fiduciary Net Position			
Contributions - Employer	\$ 526,010	\$ 626,706	\$ 542,982
Contributions - State	199,426	213,641	227,475
Contributions - Employee	303,473	328,464	314,179
Net Investment Income	1,687,710	1,193,339	2,022,845
Benefit Payments, Including Refunds of Member Contributions	(1,118,288)	(1,311,084)	(999,239)
Administrative Expense	(55,301)	(45,160)	(59,279)
Net Change in Plan Fiduciary Net Position	1,543,030	1,005,906	2,048,963
Plan Fiduciary Net Position - Beginning	19,715,477	21,258,507	22,264,413
Plan Fiduciary Net Position - Ending (b)	\$ 21,258,507	\$ 22,264,413	\$ 24,313,376
City's Net Pension Liability - Ending (a) - (b)	\$ 2,796,490	\$ 3,152,827	\$ 2,224,929
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	88.37%	87.60%	91.62%
Covered Payroll *	\$ 3,969,532	\$ 4,293,645	\$ 4,106,916
City's Net Pension Liability as a Percentage of the Covered Payroll	70.45%	73.43%	54.18%

CITY OF LEESBURG, FLORIDA
MUNICIPAL FIREMEN'S PENSION PLAN
SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY AND RELATED RATIOS
LAST EIGHT FISCAL YEARS

	2013	2014	2015	2016	2017
Total Pension Liability					
Service Cost	\$ 504,910	\$ 542,778	\$ 512,330	\$ 409,225	\$ 488,956
Interest	1,339,445	1,419,978	1,483,143	1,509,178	1,594,814
Share Plan Allocation	-	51,032	55,931	40,135	36,366
Differences Between Expected and Actual Experience	-	-	(267,086)	(428,003)	452,051
Changes of Assumptions	-	-	-	725,327	-
Contributions - Buy Back	-	-	-	-	46,909
Benefit Payments, Including Refunds of Member Contributions	(780,467)	(836,424)	(1,445,857)	(1,222,312)	(1,165,231)
Net Change in Total Pension Liability	1,063,888	1,177,364	338,461	1,033,550	1,453,865
Total Pension Liability - Beginning	17,744,588	18,808,476	19,985,840	20,324,301	21,357,851
Total Pension Liability - Ending (a)	\$ 18,808,476	\$ 19,985,840	\$ 20,324,301	\$ 21,357,851	\$ 22,811,716
Plan Fiduciary Net Position					
Contributions - Employer	\$ 827,920	\$ 866,635	\$ 609,819	\$ 540,916	\$ 639,746
Contributions - State	156,635	161,481	166,380	150,584	146,815
Contributions - Employee	187,674	190,151	178,693	163,470	169,905
Contributions - Buy Back	-	-	-	-	46,909
Net Investment Income	1,792,048	1,362,537	(244,332)	1,636,931	1,728,242
Benefit Payments, Including Refunds of Member Contributions	(780,467)	(836,424)	(1,445,857)	(1,222,312)	(1,165,231)
Administrative Expense	(34,748)	(46,621)	(50,322)	(36,378)	(44,712)
Net Change in Plan Fiduciary Net Position	2,149,062	1,697,759	(785,619)	1,233,211	1,521,674
Plan Fiduciary Net Position - Beginning	13,180,704	15,329,766	17,027,525	16,241,906	17,475,117
Plan Fiduciary Net Position - Ending (b)	\$ 15,329,766	\$ 17,027,525	\$ 16,241,906	\$ 17,475,117	\$ 18,996,791
City's Net Pension Liability - Ending (a) - (b)	\$ 3,478,710	\$ 2,958,315	\$ 4,082,395	\$ 3,882,734	\$ 3,814,925
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	81.50%	85.20%	79.91%	81.82%	83.28%
Covered Payroll*	\$ 2,887,291	\$ 2,925,402	\$ 2,901,491	\$ 2,514,924	\$ 2,613,920
City's Net Pension Liability as a Percentage of the Covered Payroll	120.48%	101.13%	140.70%	154.39%	145.95%

Notes to Schedule:

* The Covered Payroll amounts shown are in compliance with GASB 82, except for the 09/30/2015 measurement period.

Actuarially determined contributions are calculated based on the valuation as of the beginning of the fiscal year two years prior to the fiscal year in which contributions are due.

NOTE: This schedule is intended to show information for ten years; however, data was unavailable prior to 2013. Additional years' information will be presented as they become available.

CITY OF LEESBURG, FLORIDA
MUNICIPAL FIREMEN'S PENSION PLAN
SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY AND RELATED RATIOS
LAST EIGHT FISCAL YEARS

	2018	2019	2020
Total Pension Liability			
Service Cost	\$ 503,047	\$ 508,217	\$ 490,171
Interest	1,702,512	1,777,194	1,825,455
Share Plan Allocation	-	-	-
Differences Between Expected and Actual Experience	23,441	105,551	(503,745)
Changes of Assumptions	-	-	-
Contributions - Buy Back	40,613	58,654	17,667
Benefit Payments, Including Refunds of Member Contributions	(1,229,206)	(1,268,317)	(1,279,859)
Net Change in Total Pension Liability	1,040,407	1,181,299	549,689
Total Pension Liability - Beginning	22,811,716	23,852,123	25,033,422
Total Pension Liability - Ending (a)	<u>\$ 23,852,123</u>	<u>\$ 25,033,422</u>	<u>\$ 25,583,111</u>
Plan Fiduciary Net Position			
Contributions - Employer	\$ 694,423	\$ 665,627	\$ 760,104
Contributions - State	141,149	144,627	152,264
Contributions - Employee	169,310	166,141	177,275
Contributions - Buy Back	40,613	58,655	17,667
Net Investment Income	931,592	721,628	2,465,384
Benefit Payments, Including Refunds of Member Contributions	(1,229,206)	(1,268,317)	(1,279,859)
Administrative Expense	(44,950)	(46,936)	(78,542)
Net Change in Plan Fiduciary Net Position	702,931	441,425	2,214,293
Plan Fiduciary Net Position - Beginning	18,996,791	19,699,722	20,141,147
Plan Fiduciary Net Position - Ending (b)	<u>\$ 19,699,722</u>	<u>\$ 20,141,147</u>	<u>\$ 22,355,440</u>
City's Net Pension Liability - Ending (a) - (b)	<u>\$ 4,152,401</u>	<u>\$ 4,892,275</u>	<u>\$ 3,227,671</u>
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	82.59%	80.46%	87.38%
Covered Payroll*	\$ 2,604,765	\$ 2,556,006	\$ 2,727,308
City's Net Pension Liability as a Percentage of the Covered Payroll	159.42%	191.40%	118.35%

**CITY OF LEESBURG, FLORIDA
GENERAL EMPLOYEES' PENSION PLAN
SCHEDULE OF CONTRIBUTIONS
LAST EIGHT FISCAL YEARS**

	2013	2014	2015	2016	2017
Actuarially Determined Contribution	\$ 1,435,084	\$ 1,456,725	\$ 1,435,084	\$ 1,166,446	\$ 1,010,847
Contributions in Relation To The Actuarially Determined Contributions	1,435,084	1,456,725	1,435,084	1,166,446	1,010,847
Contribution Deficiency (Excess)	\$ -	\$ -	\$ -	\$ -	\$ -
Covered Payroll	N/A	N/A	\$ 11,184,611	\$ 10,350,154	\$ 9,771,298
Contributions as a Percentage Of Covered payroll	N/A	N/A	12.83%	11.27%	10.35%

Notes to Schedule

Valuation Date: 10/1/2018

Actuarially determined contribution rates are calculated as of October 1, two years prior to the end of the fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

Funding method	Entry Age Normal Method
Mortality	RP 2000 Generational: Female- 100% White Collar, Scale BB. Male- set back one year, 50% White Collar/50% Blue Collar, Scale BB. Disabled lives: Disabled Retirees, set forward three years. Female- 100% RP2000 Disabled Female set forward two years. Male- 100% RP2000 Disabled Male set back four years.
Termination Rates	See Table below.
Disability Rates	See Table below.

Retirement Rates:	Age	Rate Per Year
	50-54	2%
	55-58	20%
	59-61	20%
	62	50%
	63-64	25%
	65	100%

Interest Rate	7.25% per year, compounded annually, net of investment related expenses.
Salary Increases	None (frozen plan)
Payroll Increases	None (frozen plan)
Cost-of-Living Adjustment	2.0% per year after 3 years (none for VT's)
Actuarial Asset Method	All assets are valued at market value with an adjustment to uniformly spread actuarial investment gains and losses (as measured by actual market value investment return against expected market value investment return) over a five-year period. Previously, the prior actuarial value of assets were brought forward utilizing the historical geometric 4-year average market value return.

Other Information

Termination and Disability Rate Table		
	% Terminating	% Becoming
Age	During the	Disabled
	Year	During the
		Year
20	25.0%	0.05%
30	12.4%	0.06%
40	9.5%	0.12%
50	7.5%	0.43%
60	5.5%	1.61%

NOTE: This schedule is intended to show information for ten years; however, data was unavailable prior to 2013. Additional years' information will be presented as they become available.

**CITY OF LEESBURG, FLORIDA
GENERAL EMPLOYEES' PENSION PLAN
SCHEDULE OF CONTRIBUTIONS
LAST EIGHT FISCAL YEARS**

	2018	2019	2020
Actuarially Determined Contribution	\$ 1,090,938	\$ 1,065,288	\$ 1,028,808
Contributions in Relation To The Actuarially Determined Contributions	1,090,938	1,065,288	1,028,808
Contribution Deficiency (Excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered Payroll	\$ 9,804,536	\$ 9,150,481	\$ 8,605,507
Contributions as a Percentage Of Covered payroll	11.13%	11.64%	11.96%

**CITY OF LEESBURG, FLORIDA
MUNICIPAL POLICE OFFICERS' PENSION PLAN
SCHEDULE OF CONTRIBUTIONS
LAST EIGHT FISCAL YEARS**

	2013	2014	2015	2016	2017
Actuarially Determined Contribution	\$ 562,144	\$ 532,189	\$ 416,591	\$ 439,681	\$ 517,274
Contributions In Relation To The Actuarially Determined Contributions	562,144	532,189	416,591	439,681	517,615
Contribution Deficiency (Excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (341)</u>
Covered Payroll*	\$ 3,610,429	\$ 3,385,424	\$ 3,476,535	\$ 3,621,754	\$ 3,895,135
Contributions as a Percentage of Covered Payroll	15.57%	15.72%	11.98%	12.14%	13.29%

*The Covered Payroll numbers shown are in compliance with GASB 82, except for the 09/30/2015 measurement period which includes DROP payroll.

Notes to Schedule

Valuation Date: 10/1/2018

Actuarially determined contribution rates are calculated as of October 1, two years prior to the end of the fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

Funding Method	Frozen Entry Age Actuarial Cost Method
Mortality	RP 2000 Generational: Female- 100% Combined Healthy White Collar, Scale BB. Male- 10% Combined Healthy White Collar/90% Combined Healthy Blue Collar, Scale BB. Disabled lives: RP 2000 Disabled: Female- 60% set forward two years/40% Annuitant White Collar with no setback, no projection scale. Male- 60% setback four years/40% Annuitant White Collar with no setback, no projection scale.
Interest Rate	7.00% per year compounded annually, net of investment related expenses.
Retirement Age	See Table below.
Early Retirement	Commencing at eligibility for early retirement members are assumed to retire with an immediate benefit at the rate of 2% per year if they have 25+ years of credited service (10% if less than 25 years of credited service).
Disability Rates	See Table on next page. It is assumed that 75% of disablements are service related.
Termination Rates	See Table on next page. (This applies after 10 years of service. The assumption is 9.0% for each of the first 10 years)
Salary Increases	See Table on next page. (Projected salary at retirement is increased individually to account for non-regular compensation)
Cost-of-Living Adjustment	None
Payroll growth assumption	0% annually for amortizing UAAL
Asset Valuation	All assets are valued at market value with an adjustment to uniformly spread actuarial investment gains and losses (as measured by actual market value investment return against expected market value investment return) over a five-year period. Previously, the prior actuarial value of assets were brought forward utilizing the historical geometric 4-year average market value return.

Retirement Age:	<u>Age/Service</u>	<u>Probability</u>
	25 Yrs of Service	100%
	< 25 Yrs, Age 55	75%
	< 25 Yrs, Age 56	25%
	< 25 Yrs, Age 57	25%
	< 25 Yrs, Age 58	25%
	< 25 Yrs, Age 59	25%
	< 25 Yrs, Age 60	100%

This is based on the results of the September 13, 2016 experience study.

NOTE: This schedule is intended to show information for ten years; however, data was unavailable prior to 2013. Additional years' information will be presented as they become available.

**CITY OF LEESBURG, FLORIDA
MUNICIPAL POLICE OFFICERS' PENSION PLAN
SCHEDULE OF CONTRIBUTIONS
LAST EIGHT FISCAL YEARS**

	2018	2019	2020
Actuarially Determined Contribution	\$ 722,852	\$ 843,272	\$ 770,457
Contributions In Relation To The Actuarially Determined Contributions	725,436	840,347	770,457
Contribution Deficiency (Excess)	<u>\$ (2,584)</u>	<u>\$ 2,925</u>	<u>\$ -</u>
Covered Payroll*	\$ 3,969,532	\$ 4,293,645	\$ 4,106,916
Contributions as a Percentage of Covered Payroll	18.28%	19.57%	18.76%

Notes to Schedule (continued)

Other Information

Termination and Disability Rate Table		
	% Terminating During the Year	% Becoming Disabled During the Year
Age		
20	9.00%	0.07%
30	7.50%	0.11%
40	3.90%	0.19%
50	1.20%	0.51%

Salary Increases:

Credited Service	Assumed Rate
<5 Yrs of Service	7.0% per year
5-14 Yrs of Service	5.0% per year
15+ Yrs of Service	4.5% per year

Projected salary at retirement is increased individually to account for non-regular compensation. This is based on the results of the September 13, 2016 experience study.

**CITY OF LEESBURG, FLORIDA
MUNICIPAL FIREMEN'S PENSION PLAN
SCHEDULE OF CONTRIBUTIONS
LAST EIGHT FISCAL YEARS**

	2013	2014	2015	2016	2017
Actuarially Determined Contribution	\$ 938,370	\$ 977,084	\$ 720,269	\$ 651,365	\$ 750,195
Contributions In Relation To The Actuarially Determined Contributions	938,370	977,084	720,269	651,365	750,195
Contribution Deficiency (Excess)	\$ -	\$ -	\$ -	\$ -	\$ -
Covered Payroll*	\$ 2,887,291	\$ 2,925,402	\$ 2,901,491	\$ 2,514,924	\$ 2,613,920
Contributions as a Percentage of Covered Payroll	32.50%	33.40%	24.82%	25.90%	28.70%

Notes to Schedule

Valuation Date: 10/1/2018

Actuarially determined contributions are calculated based on the valuation as of the beginning of the fiscal year two years prior to the fiscal year in which contributions are due.

Methods and assumptions used to determine contribution rates:

Funding Method	Entry Age Normal Cost Method.
Mortality	Healthy mortality (post retirement): Female- 100% RP-00 Annuitant White Collar, Scale BB. Male- 10% RP-00 Annuitant White Collar/90% RP-00 Annuitant Blue Collar, Scale BB. Disabled lives: Female- 60% RP-00 Disabled Retiree set forward two years+/40% RP-00 Annuitant White Collar. Male- 60% RP-00 Disabled Retiree set back four years+/40% RP-00 Annuitant White Collar.
Termination Rates	25% in less than year one; 10% in years 1 through 4; 3% in years 5 through 9; and 2% in years 10 and up.
Disability Rates	See Table below. 75% of disabilities are assumed to occur in the line of duty.
Retirement Age	100% at age 55+ with 10+ years of service. 100% at age 52 to 54 with 30+ years of service. Otherwise, 50% at first eligibility for normal retirement. 50% in second year of eligibility. 100% in third year of eligibility.
Interest Rate	7.50% net of investment expenses, including inflation
Salary Increases	4% to 6%, including inflation
Payroll Growth	UAAL is amortized as a level dollar amount
Asset Valuation Method	5- year smoothed market

Other Information

Disability Rate Table	
% Becoming Disabled During the Year	
Age	
20	0.05%
30	0.06%
40	0.12%
50	0.43%

NOTE: This schedule is intended to show information for ten years; however, data was unavailable prior to 2013. Additional years' information will be presented as they become available.

**CITY OF LEESBURG, FLORIDA
MUNICIPAL FIREMEN'S PENSION PLAN
SCHEDULE OF CONTRIBUTIONS
LAST EIGHT FISCAL YEARS**

	2018	2019	2020
Actuarially Determined Contribution	\$ 804,872	\$ 810,254	\$ 905,466
Contributions In Relation To The Actuarially Determined Contributions	835,572	803,407	912,368
Contribution Deficiency (Excess)	<u>\$ (30,700)</u>	<u>\$ 6,847</u>	<u>\$ (6,902)</u>
Covered Payroll*	\$ 2,604,765	\$ 2,556,006	\$ 2,727,308
Contributions as a Percentage of Covered Payroll	32.08%	31.43%	33.45%

**CITY OF LEESBURG, FLORIDA
SCHEDULE OF INVESTMENT RETURNS
LAST EIGHT FISCAL YEARS**

GENERAL EMPLOYEES' PENSION PLAN

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Annual Money-Weighted Rate of Return, Net of Investment Expenses	9.94%	10.13%	1.47%	8.31%	11.22%

MUNICIPAL POLICE OFFICERS' PENSION PLAN

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Annual Money-Weighted Rate of Return, Net of Investment Expenses	11.80%	11.76%	-1.21%	6.19%	11.72%

MUNICIPAL FIREMEN'S PENSION PLAN

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Annual Money-Weighted Rate of Return, Net of Investment Expenses	13.41%	8.82%	-1.45%	10.27%	10.01%

NOTE: This schedule is intended to show information for ten years; however, data was unavailable prior to 2013. Additional years' information will be presented as they become available.

**CITY OF LEESBURG, FLORIDA
SCHEDULE OF INVESTMENT RETURNS
LAST EIGHT FISCAL YEARS**

GENERAL EMPLOYEES' PENSION PLAN

	<u>2018</u>	<u>2019</u>	<u>2020</u>
Annual Money-Weighted Rate of Return, Net of Investment Expenses	9.56%	2.70%	3.95%

MUNICIPAL POLICE OFFICERS' PENSION PLAN

	<u>2018</u>	<u>2019</u>	<u>2020</u>
Annual Money-Weighted Rate of Return, Net of Investment Expenses	8.60%	5.68%	9.10%

MUNICIPAL FIREMEN'S PENSION PLAN

	<u>2018</u>	<u>2019</u>	<u>2020</u>
Annual Money-Weighted Rate of Return, Net of Investment Expenses	4.95%	4.40%	12.48%

CITY OF LEESBURG, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN THE TOTAL OTHER POSTEMPLOYMENT BENEFITS LIABILITY
AND RELATED RATIOS
LAST THREE FISCAL YEARS

Reporting Period Ending	1/30/2018	9/30/2019	9/30/2020
Measurement Date	1/30/2017	9/30/2018	9/30/2019
Total OPEB Liability			
Service Cost	\$ 780,397	\$ 697,594	\$ 632,158
Interest	1,031,898	1,150,040	1,227,490
Changes of Benefit Terms	-	(578,802)	-
Differences Between Expected and Actual Experience	-	-	(584,258)
Changes of Assumptions	(2,741,648)	(2,235,297)	(5,682,261)
Benefit Payments	(1,069,840)	(1,163,451)	(1,232,447)
Net Change in Total OPEB Liability	(1,999,193)	(2,129,916)	(5,639,318)
Total OPEB Liability - Beginning	33,472,657	31,473,464	29,343,548
Total OPEB Liability - Ending	\$ 31,473,464	\$ 29,343,548	\$ 23,704,230
 Covered-Employee Payroll (Projected)	 \$ 22,252,459	 \$ 22,066,596	 \$ 20,709,128
 Total OPEB Liability as a Percentage of Covered-Employee Payroll	 141.44%	 132.98%	 114.46%

Notes to Schedule:

Difference Between Expected and Actual Experience:

Difference between Expected and Actual Experience reflects the impact of changes to the census data from the prior valuation to the valuation as of September 30, 2019.

Changes of Assumptions:

Changes of assumptions and other inputs reflect the effects of changes in the discount rate each period. The following are the discount rates used in each period:

FY2020	3.58%
FY2019	4.18%
FY2018	3.64%
FY2017	3.06%

Also reflected as assumption changes are updated health care costs and premiums and updated health care cost trend rates.

Benefit Payments:

The plan sponsor did not provide actual net benefits paid by the plan for the fiscal year ending on September 30, 2020. Expected net benefit payments produced by the valuation model for the same period are shown in the table above.

NOTE: This schedule is intended to show information for ten years; however, data was unavailable prior to 2018. Additional years' information will be presented as they become available.



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SUPPLEMENTAL INFORMATION

The following supplemental schedules present combining nonmajor fund statements and individual fund budgetary schedules.



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NONMAJOR GOVERNMENTAL FUNDS

SPECIAL REVENUE FUNDS

Special Revenue Funds account for the proceeds of specific revenue sources (other than expendable trusts and major capital projects) that are legally restricted for specific purposes as described below.

Housing Assistance Fund accounts for grant funds received to provide affordable housing for low income households.

Police Forfeitures Fund accounts for funds associated with Municipal, State and Federal seizures. Revenues are split between State and Federal forfeitures, each having their own rules and restrictions as to how the funds may be spent.

Police Education Fund accounts for funds created by Criminal Justice Education Funding. Revenue is set aside to fund criminal justice education programs and training courses which include basic recruit, officer, and agency support personnel training.

Discretionary Sales Tax Fund accounts for income received from Lake County's Local Government Infrastructure Surtax, which are restricted for specific uses. Those uses include: public facility construction, reconstruction, and improvement; fire, police, and emergency vehicles and equipment to outfit such; and emergency shelters.

Gas Tax Fund accounts for income associated with the Ninth-cent Fuel Tax, Local Option Fuel Tax, and Revenue Sharing Gas Tax, which are restricted for specific uses. Those uses include: construction, reconstruction and maintenance of roads, streets, bicycle and pedestrian pathways. Funds may also be used for utility relocation.

Police Impact Fee Fund accounts for Municipal Impact Fees collected on land developed within the City, for the provision of Municipal Services Capital Facilities related to police services, due to a new development.

Fire Impact Fee Fund accounts for Municipal Impact Fees collected on land developed within the City, for the provision of Municipal Services Capital Facilities related to fire services, due to a new development.

Recreation Impact Fee Fund accounts for Municipal Impact Fees collected on land developed within the City, for the provision of Municipal Services Capital Facilities related to recreation services, due to a new development.

Building Permits Fund accounts for the cost of building permit and inspection services, through the dedicated revenues generated in providing these services.

DEBT SERVICE FUND

Debt Service Fund accounts for the accumulation of resources for, and the payment of, interest and principal on most general governmental obligations.

**CITY OF LEESBURG, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2020**

	Special Revenue Funds				
	Housing Assistance Fund	Police Forfeitures Fund	Police Education Fund	Discretionary Sales Tax Fund	Gas Tax Fund
Assets					
Pooled Cash and Investments	\$ 394,717	\$ 81,092	\$ 3,043	\$ 256,915	\$ 833,581
Cash with Fiscal Agent	-	-	-	-	-
Accounts Receivables, Net	31,925	-	-	-	-
Due from Other Governments	-	-	240	141,797	64,784
Total Assets	<u>\$ 426,642</u>	<u>\$ 81,092</u>	<u>\$ 3,283</u>	<u>\$ 398,712</u>	<u>\$ 898,365</u>
Liabilities and Fund Balances					
Liabilities					
Accounts Payable	\$ 2,822	\$ -	\$ -	\$ -	\$ -
Due to Other Funds	-	-	-	-	-
Accrued Salaries	2,838	-	-	-	-
Deposits	4,150	-	-	-	-
Total Liabilities	<u>9,810</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balances					
Restricted for:					
Debt Service	-	-	-	-	-
Special Revenue Funds	416,832	81,092	3,283	398,712	898,365
Total Fund Balances	<u>416,832</u>	<u>81,092</u>	<u>3,283</u>	<u>398,712</u>	<u>898,365</u>
Total Liabilities and Fund Balances	<u>\$ 426,642</u>	<u>\$ 81,092</u>	<u>\$ 3,283</u>	<u>\$ 398,712</u>	<u>\$ 898,365</u>

Special Revenue Funds				Debt Service	Total Nonmajor Governmental Funds
Police Impact Fee Fund	Fire Impact Fee Fund	Recreation Impact Fee Fund	Building Permits Fund	Debt Service Fund	
\$ 476,589	\$ 23,931	\$ 49,617	\$ 2,694,021	\$ -	\$ 4,813,506
-	-	-	-	1,209,579	1,209,579
-	-	-	-	-	31,925
-	-	-	6	-	206,827
<u>\$ 476,589</u>	<u>\$ 23,931</u>	<u>\$ 49,617</u>	<u>\$ 2,694,027</u>	<u>\$ 1,209,579</u>	<u>\$ 6,261,837</u>
\$ 4,597	\$ -	\$ -	\$ 206,104	\$ -	\$ 213,523
-	-	-	-	25,924	25,924
-	-	-	32,192	-	35,030
-	-	-	-	-	4,150
<u>4,597</u>	<u>-</u>	<u>-</u>	<u>238,296</u>	<u>25,924</u>	<u>278,627</u>
-	-	-	-	1,183,655	1,183,655
<u>471,992</u>	<u>23,931</u>	<u>49,617</u>	<u>2,455,731</u>	<u>-</u>	<u>4,799,555</u>
<u>471,992</u>	<u>23,931</u>	<u>49,617</u>	<u>2,455,731</u>	<u>1,183,655</u>	<u>5,983,210</u>
<u>\$ 476,589</u>	<u>\$ 23,931</u>	<u>\$ 49,617</u>	<u>\$ 2,694,027</u>	<u>\$ 1,209,579</u>	<u>\$ 6,261,837</u>

CITY OF LEESBURG, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Special Revenue Funds				
	Housing Assistance Fund	Police Forfeitures Fund	Police Education Fund	Discretionary Sales Tax Fund	Gas Tax Fund
Revenues					
Taxes	\$ -	\$ -	\$ -	\$ 2,155,466	\$ 569,107
Licenses, Permits, and Assessments	-	-	-	-	-
Intergovernmental	1,000	-	-	-	171,703
Charges for Services	-	-	-	-	-
Fines and Forfeitures	-	865	4,687	-	-
Impact Fees	-	-	-	-	-
Miscellaneous:					
Interest	7,939	1,516	18	211	5,445
Other	86,830	-	-	-	-
Total Revenues	<u>95,769</u>	<u>2,381</u>	<u>4,705</u>	<u>2,155,677</u>	<u>746,255</u>
Expenditures					
Current:					
Public Safety	-	-	5,851	-	-
Economic Environment	125,332	-	-	-	-
Debt Service:					
Principal Payments	-	-	-	-	-
Interest and Fees	-	-	-	-	-
Capital Outlay	-	9,890	-	-	-
Total Expenditures	<u>125,332</u>	<u>9,890</u>	<u>5,851</u>	<u>-</u>	<u>-</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(29,563)</u>	<u>(7,509)</u>	<u>(1,146)</u>	<u>2,155,677</u>	<u>746,255</u>
Other Financing Sources (Uses)					
Transfers from Other Funds	-	-	-	-	717,977
Transfers to Other Funds	-	-	-	(2,362,082)	(827,125)
Total Other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>(2,362,082)</u>	<u>(109,148)</u>
Net Change in Fund Balance	<u>(29,563)</u>	<u>(7,509)</u>	<u>(1,146)</u>	<u>(206,405)</u>	<u>637,107</u>
Fund Balance, Beginning of Year	<u>446,395</u>	<u>88,601</u>	<u>4,429</u>	<u>605,117</u>	<u>261,258</u>
Fund Balance, End of Year	<u>\$ 416,832</u>	<u>\$ 81,092</u>	<u>\$ 3,283</u>	<u>\$ 398,712</u>	<u>\$ 898,365</u>

Special Revenue Funds				Debt Service	
Police Impact Fee Fund	Fire Impact Fee Fund	Recreation Impact Fee Fund	Building Permits Fund	Debt Service Fund	Total Nonmajor Governmental Funds
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,724,573
-	-	-	1,028,410	-	1,028,410
-	-	-	224	-	172,927
-	-	-	5,748	-	5,748
-	-	-	-	-	5,552
171,615	17,996	135,456	-	-	325,067
8,141	401	1,798	48,414	-	73,883
-	-	-	-	-	86,830
179,756	18,397	137,254	1,082,796	-	4,422,990
4,595	-	-	951,840	-	962,286
-	-	-	-	-	125,332
-	-	-	-	887,498	887,498
-	-	-	-	647,559	647,559
5,381	-	-	52,725	-	67,996
9,976	-	-	1,004,565	1,535,057	2,690,671
169,780	18,397	137,254	78,231	(1,535,057)	1,732,319
-	-	-	34,100	1,535,199	2,287,276
(13,360)	(240)	(248,780)	-	-	(3,451,587)
(13,360)	(240)	(248,780)	34,100	1,535,199	(1,164,311)
156,420	18,157	(111,526)	112,331	142	568,008
315,572	5,774	161,143	2,343,400	1,183,513	5,415,202
\$ 471,992	\$ 23,931	\$ 49,617	\$ 2,455,731	\$ 1,183,655	\$ 5,983,210

CITY OF LEESBURG, FLORIDA
SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
MAJOR CAPITAL PROJECTS FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	<u>Final Budget</u>	<u>Actual Amounts</u>	<u>Variance With Final Budget Positive (Negative)</u>
Revenues			
Intergovernmental	\$ 1,510,758	\$ 191,692	\$ (1,319,066)
Miscellaneous:			
Interest	-	173,718	173,718
Total Revenues	<u>1,510,758</u>	<u>365,410</u>	<u>(1,145,348)</u>
Expenditures			
Current:			
General Government	6,701,514	3,515,765	3,185,749
Transportation	1,349,287	541,204	808,083
Culture and Recreation	7,195,670	646,138	6,549,532
Total Expenditures	<u>15,246,471</u>	<u>4,703,107</u>	<u>10,543,364</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(13,735,713)</u>	<u>(4,337,697)</u>	<u>9,398,016</u>
Other Financing Sources (Uses)			
Insurance Proceeds from Losses	1,116,597	152,176	(964,421)
Transfers from Other Funds	5,630,222	5,630,222	-
Transfers to Other Funds	(486,096)	(796,097)	(310,001)
Fund Balance Appropriated	7,474,990	-	(7,474,990)
Total Other Financing Sources (Uses)	<u>13,735,713</u>	<u>4,986,301</u>	<u>(8,749,412)</u>
Net Change in Fund Balance	-	648,604	648,604
Fund Balance, Beginning of Year	<u>-</u>	<u>7,731,691</u>	<u>7,731,691</u>
Fund Balance, End of Year	<u>\$ -</u>	<u>\$ 8,380,295</u>	<u>\$ 8,380,295</u>

CITY OF LEESBURG, FLORIDA
SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
HOUSING ASSISTANCE FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	<u>Final Budget</u>	<u>Actual</u>	<u>Variance With Final Budget Positive (Negative)</u>
Revenues			
Intergovernmental	\$ -	\$ 1,000	\$ 1,000
Miscellaneous:			
Interest	5,500	7,939	2,439
Other	112,752	86,830	(25,922)
Total Revenues	<u>118,252</u>	<u>95,769</u>	<u>(22,483)</u>
Expenditures			
Current:			
Economic Environment	118,252	125,332	(7,080)
Total Expenditures	<u>118,252</u>	<u>125,332</u>	<u>(7,080)</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>-</u>	<u>(29,563)</u>	<u>(29,563)</u>
Net Change in Fund Balance	-	(29,563)	(29,563)
Fund Balance, Beginning of Year	<u>-</u>	<u>446,395</u>	<u>446,395</u>
Fund Balance, End of Year	<u>\$ -</u>	<u>\$ 416,832</u>	<u>\$ 416,832</u>

CITY OF LEESBURG, FLORIDA
SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
POLICE FORFEITURES FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Final Budget	Actual	Variance With Final Budget Positive (Negative)
Revenues			
Fines and Forfeitures	\$ -	\$ 865	\$ 865
Miscellaneous:			
Interest	-	1,516	1,516
Total Revenues	<u>-</u>	<u>2,381</u>	<u>2,381</u>
Expenditures			
Current:			
Public Safety	7,000	-	7,000
Capital Outlay	9,890	9,890	-
Total Expenditures	<u>16,890</u>	<u>9,890</u>	<u>7,000</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(16,890)</u>	<u>(7,509)</u>	<u>9,381</u>
Other Financing Sources (Uses)			
Fund Balance Appropriated	16,890	-	(16,890)
Total Other Financing Sources (Uses)	<u>16,890</u>	<u>-</u>	<u>(16,890)</u>
Net Change in Fund Balance	-	(7,509)	(7,509)
Fund Balance, Beginning of Year	<u>-</u>	<u>88,601</u>	<u>88,601</u>
Fund Balance, End of Year	<u>\$ -</u>	<u>\$ 81,092</u>	<u>\$ 81,092</u>

CITY OF LEESBURG, FLORIDA
SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
POLICE EDUCATION FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	<u>Final Budget</u>	<u>Actual</u>	<u>Variance With Final Budget Positive (Negative)</u>
Revenues			
Fines and Forfeitures	\$ -	\$ 4,687	\$ 4,687
Miscellaneous:			
Interest	-	18	18
Total Revenues	<u>-</u>	<u>4,705</u>	<u>4,705</u>
Expenditures			
Current:			
Public Safety	6,000	5,851	149
Total Expenditures	<u>6,000</u>	<u>5,851</u>	<u>149</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(6,000)</u>	<u>(1,146)</u>	<u>4,854</u>
Other Financing Sources (Uses)			
Fund Balance Appropriated	6,000	-	(6,000)
Total Other Financing Sources (Uses)	<u>6,000</u>	<u>-</u>	<u>(6,000)</u>
Net Change in Fund Balance	-	(1,146)	(1,146)
Fund Balance, Beginning of Year	<u>-</u>	<u>4,429</u>	<u>4,429</u>
Fund Balance, End of Year	<u>\$ -</u>	<u>\$ 3,283</u>	<u>\$ 3,283</u>

CITY OF LEESBURG, FLORIDA
SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
DISCRETIONARY SALES TAX FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	<u>Final Budget</u>	<u>Actual</u>	<u>Variance With Final Budget Positive (Negative)</u>
Revenues			
Taxes	\$ 2,259,381	\$ 2,155,466	\$ (103,915)
Miscellaneous:			
Interest	-	211	211
Total Revenues	<u>2,259,381</u>	<u>2,155,677</u>	<u>(103,704)</u>
Expenditures	<u>-</u>	<u>-</u>	<u>-</u>
Total Expenditures	<u>-</u>	<u>-</u>	<u>-</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>2,259,381</u>	<u>2,155,677</u>	<u>(103,704)</u>
Other Financing Sources (Uses)			
Transfers to Other Funds	(2,931,586)	(2,362,082)	569,504
Fund Balance Appropriated	672,205	-	(672,205)
Total Other Financing Sources (Uses)	<u>(2,259,381)</u>	<u>(2,362,082)</u>	<u>(102,701)</u>
Net Change in Fund Balance	-	(206,405)	(206,405)
Fund Balance, Beginning of Year	<u>-</u>	<u>605,117</u>	<u>605,117</u>
Fund Balance, End of Year	<u>\$ -</u>	<u>\$ 398,712</u>	<u>\$ 398,712</u>

CITY OF LEESBURG, FLORIDA
SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
GAS TAX FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Final Budget	Actual	Variance With Final Budget Positive (Negative)
Revenues			
Taxes	\$ 627,125	\$ 569,107	\$ (58,018)
Intergovernmental	200,000	171,703	(28,297)
Miscellaneous:			
Interest	-	5,445	5,445
Total Revenues	<u>827,125</u>	<u>746,255</u>	<u>(80,870)</u>
Expenditures	<u>-</u>	<u>-</u>	<u>-</u>
Total Expenditures	<u>-</u>	<u>-</u>	<u>-</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>827,125</u>	<u>746,255</u>	<u>(80,870)</u>
Other Financing Sources (Uses)			
Transfers from Other Funds	407,976	717,977	310,001
Transfers to Other Funds	(827,125)	(827,125)	-
Fund Balance Appropriated	(407,976)	-	407,976
Total Other Financing Sources (Uses)	<u>(827,125)</u>	<u>(109,148)</u>	<u>717,977</u>
Net Change in Fund Balance	-	637,107	637,107
Fund Balance, Beginning of Year	<u>-</u>	<u>261,258</u>	<u>261,258</u>
Fund Balance, End of Year	<u>\$ -</u>	<u>\$ 898,365</u>	<u>\$ 898,365</u>

CITY OF LEESBURG, FLORIDA
SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
POLICE IMPACT FEE FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Final Budget	Actual	Variance With Final Budget Positive (Negative)
Revenues			
Impact Fees	\$ -	\$ 171,615	\$ 171,615
Miscellaneous:			
Interest	-	8,141	8,141
Total Revenues	<u>-</u>	<u>179,756</u>	<u>179,756</u>
Expenditures			
Current:			
Public Safety	4,995	4,595	400
Capital Outlay	30,005	5,381	24,624
Total Expenditures	<u>35,000</u>	<u>9,976</u>	<u>25,024</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(35,000)</u>	<u>169,780</u>	<u>204,780</u>
Other Financing Sources (Uses)			
Transfers to Other Funds	-	(13,360)	(13,360)
Fund Balance Appropriated	35,000	-	(35,000)
Total Other Financing Sources (Uses)	<u>35,000</u>	<u>(13,360)</u>	<u>(48,360)</u>
Net Change in Fund Balance	-	156,420	156,420
Fund Balance, Beginning of Year	<u>-</u>	<u>315,572</u>	<u>315,572</u>
Fund Balance, End of Year	<u>\$ -</u>	<u>\$ 471,992</u>	<u>\$ 471,992</u>

CITY OF LEESBURG, FLORIDA
SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
FIRE IMPACT FEE FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Final Budget	Actual	Variance With Final Budget Positive (Negative)
Revenues			
Impact Fees	\$ -	\$ 17,996	\$ 17,996
Miscellaneous:			
Interest	-	401	401
Total Revenues	<u>-</u>	<u>18,397</u>	<u>18,397</u>
Expenditures	<u>-</u>	<u>-</u>	<u>-</u>
Total Expenditures	<u>-</u>	<u>-</u>	<u>-</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>-</u>	<u>18,397</u>	<u>18,397</u>
Other Financing Sources (Uses)			
Transfers to Other Funds	-	(240)	(240)
Total Other Financing Sources (Uses)	<u>-</u>	<u>(240)</u>	<u>(240)</u>
Net Change in Fund Balance	-	18,157	18,157
Fund Balance, Beginning of Year	<u>-</u>	<u>5,774</u>	<u>5,774</u>
Fund Balance, End of Year	<u>\$ -</u>	<u>\$ 23,931</u>	<u>\$ 23,931</u>

CITY OF LEESBURG, FLORIDA
SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
RECREATION IMPACT FEE FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Final Budget	Actual	Variance With Final Budget Positive (Negative)
Revenues			
Impact Fees	\$ -	\$ 135,456	\$ 135,456
Miscellaneous:			
Interest	-	1,798	1,798
Total Revenues	<u>-</u>	<u>137,254</u>	<u>137,254</u>
Expenditures	<u>-</u>	<u>-</u>	<u>-</u>
Total Expenditures	<u>-</u>	<u>-</u>	<u>-</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>-</u>	<u>137,254</u>	<u>137,254</u>
Other Financing Sources (Uses)			
Transfers to Other Funds	(242,000)	(248,780)	(6,780)
Fund Balance Appropriated	242,000	-	(242,000)
Total Other Financing Sources (Uses)	<u>-</u>	<u>(248,780)</u>	<u>(248,780)</u>
Net Change in Fund Balance	-	(111,526)	(111,526)
Fund Balance, Beginning of Year	<u>-</u>	<u>161,143</u>	<u>161,143</u>
Fund Balance, End of Year	<u>\$ -</u>	<u>\$ 49,617</u>	<u>\$ 49,617</u>

CITY OF LEESBURG, FLORIDA
SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
BUILDING PERMITS FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Final Budget	Actual	Variance With Final Budget Positive (Negative)
Revenues			
Licenses, Permits, and Assessments	\$ 899,403	\$ 1,028,410	\$ 129,007
Intergovernmental	-	224	224
Charges for Services	3,000	5,748	2,748
Miscellaneous:			
Interest	15,000	48,414	33,414
Total Revenues	<u>917,403</u>	<u>1,082,796</u>	<u>165,393</u>
Expenditures			
Current:			
Public Safety	982,122	951,840	30,282
Capital Outlay	360,660	52,725	307,935
Total Expenditures	<u>1,342,782</u>	<u>1,004,565</u>	<u>338,217</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(425,379)</u>	<u>78,231</u>	<u>503,610</u>
Other Financing Sources (Uses)			
Transfers from Other Funds	19,200	34,100	14,900
Fund Balance Appropriated	406,179	-	(406,179)
Total Other Financing Sources (Uses)	<u>425,379</u>	<u>34,100</u>	<u>(391,279)</u>
Net Change in Fund Balance	-	112,331	112,331
Fund Balance, Beginning of Year	<u>-</u>	<u>2,343,400</u>	<u>2,343,400</u>
Fund Balance, End of Year	<u>\$ -</u>	<u>\$ 2,455,731</u>	<u>\$ 2,455,731</u>

CITY OF LEESBURG, FLORIDA
SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
DEBT SERVICE FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	<u>Final Budget</u>	<u>Actual</u>	<u>Variance With Final Budget Positive (Negative)</u>
Expenditures			
Debt Service:			
Principal Payments	\$ 887,498	\$ 887,498	\$ -
Interest and Fees	647,701	647,559	142
Total Expenditures	<u>1,535,199</u>	<u>1,535,057</u>	<u>142</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(1,535,199)</u>	<u>(1,535,057)</u>	<u>142</u>
Other Financing Sources (Uses)			
Transfers from Other Funds	1,535,199	1,535,199	-
Total Other Financing Sources (Uses)	<u>1,535,199</u>	<u>1,535,199</u>	<u>-</u>
Net Change in Fund Balance	-	142	142
Fund Balance, Beginning of Year	<u>-</u>	<u>1,183,513</u>	<u>1,183,513</u>
Fund Balance, End of Year	<u><u>\$ -</u></u>	<u><u>\$ 1,183,655</u></u>	<u><u>\$ 1,183,655</u></u>



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NONMAJOR ENTERPRISE FUNDS

Enterprise Funds account for operations that are financed and operated in a manner similar to private business enterprises where the costs of providing goods or services to the general public are recovered primarily through user charges; or where the City has decided that determination of net income is appropriate for capital maintenance, public policy, management control, accountability or other purposes. Individual nonmajor enterprise funds are described below.

Stormwater Fund accounts for the costs associated with the management, construction, maintenance, protections, control, regulation, use, and enhancement of stormwater systems and programs within City limits.

Solid Waste Fund accounts for the City's solid waste disposal and reduction needs, including residential and commercial collection, curbside recycling collection, yard waste collection, and postclosure monitoring of the closed landfill.

CITY OF LEESBURG, FLORIDA
COMBINING STATEMENT OF NET POSITION
NONMAJOR ENTERPRISE FUNDS
SEPTEMBER 30, 2020

	Business-type Activities - Enterprise Funds		Total Nonmajor Enterprise Funds
	Stormwater Fund	Solid Waste Fund	
Assets			
Current Assets:			
Pooled Cash and Investments	\$ 2,416,643	\$ 3,161,565	\$ 5,578,208
Restricted Pooled Cash and Investments:			
Customer Deposits Account	-	3,160	3,160
Receivables:			
Customer Accounts, Unbilled	87,483	240,042	327,525
Customer Accounts, Billed	122,275	358,715	480,990
(Allowance for Doubtful Accounts)	(23,843)	(75,620)	(99,463)
Due from Other Governments	17	17,632	17,649
Total Current Assets	2,602,575	3,705,494	6,308,069
Noncurrent Assets:			
Property, Plant and Equipment:			
Land	742,975	28,700	771,675
Buildings	-	13,856	13,856
Improvements Other Than Buildings	15,668,892	191,691	15,860,583
Machinery and Equipment	80,187	134,576	214,763
Less Accumulated Depreciation and Amortization	(4,498,953)	(313,208)	(4,812,161)
Construction in Progress	65,179	-	65,179
Total Property, Plant and Equipment	12,058,280	55,615	12,113,895
Total Noncurrent Assets	12,058,280	55,615	12,113,895
Total Assets	14,660,855	3,761,109	18,421,964
Deferred Outflows of Resources			
Deferred Outflows: Pension Related	13,473	51,317	64,790
Deferred Outflows: OPEB	8,951	35,803	44,754
Total Deferred Outflows of Resources	22,424	87,120	109,544

CITY OF LEESBURG, FLORIDA
COMBINING STATEMENT OF NET POSITION
NONMAJOR ENTERPRISE FUNDS
SEPTEMBER 30, 2020

	Business-type Activities - Enterprise Funds		Total Nonmajor Enterprise Funds
	Stormwater Fund	Solid Waste Fund	
Liabilities			
Current Liabilities:			
Accounts and Retainage Payable	\$ 19,293	\$ 39,571	\$ 58,864
Due to Other Governments	-	761	761
Other Accrued Expenses	13,136	49,170	62,306
Compensated Absences	4,375	51,782	56,157
Other Postemployment Benefits	937	3,747	4,684
	<u>37,741</u>	<u>145,031</u>	<u>182,772</u>
Current Liabilities Payable from Restricted Assets:			
Customer Deposits	-	3,160	3,160
Total Current Liabilities Payable from Restricted Assets	<u>-</u>	<u>3,160</u>	<u>3,160</u>
Total Current Liabilities	<u>37,741</u>	<u>148,191</u>	<u>185,932</u>
Noncurrent Liabilities:			
Compensated Absences	3,580	42,367	45,947
Other Postemployment Benefits	198,678	794,711	993,389
Net Pension Liability	30,730	117,044	147,774
Total Noncurrent Liabilities	<u>232,988</u>	<u>954,122</u>	<u>1,187,110</u>
Total Liabilities	<u>270,729</u>	<u>1,102,313</u>	<u>1,373,042</u>
Deferred Inflows of Resources			
Deferred Inflows: Pension Related	6,909	26,314	33,223
Deferred Inflows: OPEB	70,614	282,455	353,069
Total Deferred Inflows of Resources	<u>77,523</u>	<u>308,769</u>	<u>386,292</u>
Net Position			
Net Investment in Capital Assets	12,042,171	55,615	12,097,786
Unrestricted	<u>2,292,856</u>	<u>2,381,532</u>	<u>4,674,388</u>
Total Net Position	<u>\$ 14,335,027</u>	<u>\$ 2,437,147</u>	<u>\$ 16,772,174</u>



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CITY OF LEESBURG, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENSES,
AND CHANGES IN FUND NET POSITION
NONMAJOR ENTERPRISE FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Business-type Activities - Enterprise Funds		Total Nonmajor Enterprise Funds
	Stormwater Fund	Solid Waste Fund	
Operating Revenues			
Charges for Services	\$ 1,575,858	\$ 4,324,992	\$ 5,900,850
Other	7,003	62,454	69,457
Total Operating Revenues	1,582,861	4,387,446	5,970,307
Operating Expenses			
Personal Services	183,689	938,236	1,121,925
Supplies and Materials	27,043	277,214	304,257
Maintenance Costs	82,732	363,084	445,816
Contracted Services	114,281	956,094	1,070,375
Other Services and Charges	332,307	1,077,637	1,409,944
Depreciation and Amortization	278,486	13,263	291,749
Total Operating Expenses	1,018,538	3,625,528	4,644,066
Operating Income	564,323	761,918	1,326,241
Nonoperating Revenues			
Investment Income	41,836	56,540	98,376
Grants	601	264,918	265,519
Total Nonoperating Revenues	42,437	321,458	363,895
Income Before Capital Contributions and Transfers	606,760	1,083,376	1,690,136
Transfers and Capital Contributions			
Capital Contributions	744,088	-	744,088
Transfers to Other Funds	-	(582,299)	(582,299)
Total Transfers and Capital Contributions	744,088	(582,299)	161,789
Change in Net Position	1,350,848	501,077	1,851,925
Net Position, Beginning of Year	12,984,179	1,936,070	14,920,249
Net Position, End of Year	\$ 14,335,027	\$ 2,437,147	\$ 16,772,174

CITY OF LEESBURG, FLORIDA
COMBINING STATEMENT OF CASH FLOWS
NONMAJOR ENTERPRISE FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Business-type Activities - Enterprise Funds		
	Stormwater Fund	Solid Waste	Total Nonmajor Enterprise Funds
Cash Flows from Operating Activities			
Receipts from Customers and Users	\$ 1,579,486	\$ 4,372,779	\$ 5,952,265
Payments to Suppliers for Goods and Services	(590,041)	(2,680,769)	(3,270,810)
Cash Paid to Employees for Services	(278,761)	(1,025,613)	(1,304,374)
Net Cash Provided by (Used in) Operating Activities	<u>710,684</u>	<u>666,397</u>	<u>1,377,081</u>
Cash Flows from Noncapital Financing Activities			
Transfers to Other Funds	-	(582,299)	(582,299)
Non-Capital Grant Proceeds	212,834	394,096	606,930
Net Cash Provided by (Used in) Noncapital Financing Activities	<u>212,834</u>	<u>(188,203)</u>	<u>24,631</u>
Cash Flows from Capital and Related Financing Activities			
Acquisition and Construction of Capital Assets	(1,660,084)	-	(1,660,084)
Proceeds from the Disposition of Capital Assets	-	-	-
Net Cash Provided by (Used in) Capital and Related Financing Activities	<u>(1,660,084)</u>	<u>-</u>	<u>(1,660,084)</u>
Cash Flows from Investing Activities			
Interest Received	41,836	56,540	98,376
Net Cash Provided by (Used in) Investing Activities	<u>41,836</u>	<u>56,540</u>	<u>98,376</u>
Net Increase (Decrease) in Cash and Cash Equivalents	(694,730)	534,734	(159,996)
Cash and Cash Equivalents, Beginning of Year	<u>3,111,373</u>	<u>2,629,991</u>	<u>5,741,364</u>
Cash and Cash Equivalents, End of Year	<u>\$ 2,416,643</u>	<u>\$ 3,164,725</u>	<u>\$ 5,581,368</u>

CITY OF LEESBURG, FLORIDA
COMBINING STATEMENT OF CASH FLOWS
NONMAJOR ENTERPRISE FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Business-type Activities - Enterprise Funds		
	Stormwater Fund	Solid Waste	Total Nonmajor Enterprise Funds
<u>Reconciliation of Cash and Cash Equivalents to Balance Sheet</u>			
Total Unrestricted Equity in Pooled Cash and Cash Equivalents	\$ 2,416,643	\$ 3,161,565	\$ 5,578,208
Total Restricted Equity in Pooled Cash and Cash Equivalents	-	3,160	3,160
Total Cash and Cash Equivalents, End of Year	\$ 2,416,643	\$ 3,164,725	\$ 5,581,368
<u>Reconciliation of Operating Income (Loss) to Net Cash Provided by (Used in) Operating Activities</u>			
Operating Income (Loss)	\$ 564,323	\$ 761,918	\$ 1,326,241
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided by (Used in) Operating Activities:			
Depreciation and Amortization	278,486	13,263	291,749
Decrease (Increase) in Assets:			
Customer Accounts (Net of Allowances)	(3,375)	(14,667)	(18,042)
Decrease (Increase) in Deferred Outflows:			
Pension	(6,413)	(20,663)	(27,076)
OPEB	4,376	6,845	11,221
Increase (Decrease) in Liabilities:			
Accounts Payable	(33,678)	(6,724)	(40,402)
Due to Other Governments	-	(16)	(16)
Accrued Expenses	(1,218)	6,328	5,110
Other Postemployment Benefits Liability	(115,907)	(211,212)	(327,119)
Net Pension Liability	(6,134)	(43,009)	(49,143)
Other Liabilities	(4,378)	4,355	(23)
Increase (Decrease) in Deferred Inflows:			
Pension	5,647	20,833	26,480
OPEB	28,955	149,146	178,101
Net Cash Provided by (Used in) Operating Activities	\$ 710,684	\$ 666,397	\$ 1,377,081



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INTERNAL SERVICE FUNDS

Internal Service Funds account for the financing of goods and services provided by one City department or agency to other City departments or agencies on a cost-reimbursement basis. Descriptions of individual funds in this category are presented below.

General Employees' Health Insurance accounts for the employee welfare benefit maintained by the City that provides medical care for participants through insurance and directly through the Wellness Center.

Workers' Compensation Insurance accounts for the employee welfare benefit which provides coverage of medical and rehabilitation costs and lost wages for employees injured at work.

Risk Management accounts for the costs of liability, property and casualty, automobile, public official, and employment practices insurance.

Fleet Maintenance accounts for the purchase and maintenance of all City vehicles.

CITY OF LEESBURG, FLORIDA
COMBINING STATEMENT OF NET POSITION
INTERNAL SERVICE FUNDS
SEPTEMBER 30, 2020

	General Employees' Health Insurance	Workers' Compensation Insurance	Risk Management	Fleet Maintenance	Total
Assets					
Current Assets:					
Pooled Cash and Investments	\$ 2,137,928	\$ 2,102,200	\$ 160,081	\$ 3,718,945	\$ 8,119,154
Miscellaneous Receivables	225,899	34,002	-	-	259,901
Due from Other Governments	-	-	-	5	5
Inventories	-	-	-	96,017	96,017
Total Current Assets	<u>2,363,827</u>	<u>2,136,202</u>	<u>160,081</u>	<u>3,814,967</u>	<u>8,475,077</u>
Noncurrent Assets:					
Property, Plant and Equipment:					
Buildings	-	-	-	564,988	564,988
Improvements Other Than Buildings	-	-	-	148,127	148,127
Machinery and Equipment	-	-	-	22,902,713	22,902,713
Less Accumulated Depreciation and Amortization	-	-	-	(16,560,376)	(16,560,376)
Construction in Progress	-	-	-	119,276	119,276
Total Property, Plant and Equipment	<u>-</u>	<u>-</u>	<u>-</u>	<u>7,174,728</u>	<u>7,174,728</u>
Total Assets	<u>2,363,827</u>	<u>2,136,202</u>	<u>160,081</u>	<u>10,989,695</u>	<u>15,649,805</u>
Deferred Outflows of Resources					
Deferred Outflows: Pension Related	-	-	-	25,549	25,549
Deferred Outflows: OPEB	-	-	-	17,902	17,902
Total Deferred Outflows of Resources	<u>-</u>	<u>-</u>	<u>-</u>	<u>43,451</u>	<u>43,451</u>
Liabilities					
Current Liabilities:					
Accounts and Retainage Payable	\$ 1,243,117	\$ 1,320	\$ -	\$ 64,167	\$ 1,308,604
Other Accrued Expenses	3,551	2,653	-	25,690	31,894
Claims Payable	417,942	584,172	-	-	1,002,114
Compensated Absences	-	-	-	26,520	26,520
Other Postemployment Benefits	-	-	-	1,873	1,873
Total Current Liabilities	<u>1,664,610</u>	<u>588,145</u>	<u>-</u>	<u>118,250</u>	<u>2,371,005</u>
Noncurrent Liabilities:					
Claims Payable	-	1,084,889	-	-	1,084,889
Compensated Absences	-	-	-	21,698	21,698
Other Postemployment Benefits	-	-	-	397,356	397,356
Net Pension Liability	-	-	-	58,272	58,272
Total Noncurrent Liabilities	<u>-</u>	<u>1,084,889</u>	<u>-</u>	<u>477,326</u>	<u>1,562,215</u>
Total Liabilities	<u>1,664,610</u>	<u>1,673,034</u>	<u>-</u>	<u>595,576</u>	<u>3,933,220</u>
Deferred Inflows of Resources					
Deferred Inflows: Pension Related	-	-	-	13,101	13,101
Deferred Inflows: OPEB	-	-	-	141,228	141,228
Total Deferred Inflows of Resources	<u>-</u>	<u>-</u>	<u>-</u>	<u>154,329</u>	<u>154,329</u>
Net Position					
Net Investment in Capital Assets	-	-	-	7,174,728	7,174,728
Unrestricted	699,217	463,168	160,081	3,108,513	4,430,979
Total Net Position	<u>\$ 699,217</u>	<u>\$ 463,168</u>	<u>\$ 160,081</u>	<u>\$ 10,283,241</u>	<u>\$ 11,605,707</u>

CITY OF LEESBURG, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENSES,
AND CHANGES IN FUND NET POSITION
INTERNAL SERVICE FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	General Employees' Health Insurance	Workers' Compensation Insurance	Risk Management	Fleet Maintenance	Total
Operating Revenues					
Charges for Services	\$ 6,266,637	\$ 645,119	\$ 775,160	\$ 3,088,053	\$ 10,774,969
Other	394,570	29,744	-	-	424,314
Total Operating Revenues	<u>6,661,207</u>	<u>674,863</u>	<u>775,160</u>	<u>3,088,053</u>	<u>11,199,283</u>
Operating Expenses					
Personal Services	68,183	52,419	-	474,193	594,795
Supplies and Materials	127,811	-	-	24,186	151,997
Maintenance Costs	3,618	-	-	668,938	672,556
Contracted Services	866,545	42,898	-	13,854	923,297
Other Services and Charges	10,649	-	-	39,869	50,518
Depreciation and Amortization	-	-	-	1,432,298	1,432,298
Claims Expense	5,933,259	372,607	-	-	6,305,866
Insurance Premiums	409,683	102,358	775,160	-	1,287,201
Total Operating Expenses	<u>7,419,748</u>	<u>570,282</u>	<u>775,160</u>	<u>2,653,338</u>	<u>11,418,528</u>
Operating Income (Loss)	<u>(758,541)</u>	<u>104,581</u>	<u>-</u>	<u>434,715</u>	<u>(219,245)</u>
Nonoperating Revenues					
Investment Income	24,394	40,519	2,865	62,811	130,589
Gain (Loss) on Sale of Assets	-	-	-	(309,377)	(309,377)
Grants	-	-	-	160	160
Total Nonoperating Revenues	<u>24,394</u>	<u>40,519</u>	<u>2,865</u>	<u>(246,406)</u>	<u>(178,628)</u>
Income (Loss) Before Capital Contributions and Transfers	<u>(734,147)</u>	<u>145,100</u>	<u>2,865</u>	<u>188,309</u>	<u>(397,873)</u>
Transfers and Capital Contributions					
Capital Contributions	-	-	-	27,274	27,274
Transfers from Other Funds	204,183	-	-	1,407,665	1,611,848
Transfers to Other Funds	-	(204,183)	-	(1,299,840)	(1,504,023)
Total Transfers and Capital Contributions	<u>204,183</u>	<u>(204,183)</u>	<u>-</u>	<u>135,099</u>	<u>135,099</u>
Change in Net Position	<u>(529,964)</u>	<u>(59,083)</u>	<u>2,865</u>	<u>323,408</u>	<u>(262,774)</u>
Total Net Position, Beginning of Year	<u>1,229,181</u>	<u>522,251</u>	<u>157,216</u>	<u>9,959,833</u>	<u>11,868,481</u>
Total Net Position, End of Year	<u>\$ 699,217</u>	<u>\$ 463,168</u>	<u>\$ 160,081</u>	<u>\$ 10,283,241</u>	<u>\$ 11,605,707</u>

CITY OF LEESBURG, FLORIDA
COMBINING STATEMENT OF CASH FLOWS
INTERNAL SERVICE FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	General Employees' Health Insurance	Workers' Compensation Insurance	Risk Management	Fleet Maintenance	Total
Cash Flows from Operating Activities					
Receipts from Customers and Users	\$ 6,214,197	\$ 641,383	\$ 775,160	\$ 3,088,053	\$ 10,718,793
Cash Paid to Suppliers for Goods and Services	(1,440,457)	(146,534)	(775,160)	(726,019)	(3,088,170)
Cash Paid for Insurance Claims	(4,567,288)	(290,126)	-	-	(4,857,414)
Cash Paid to Employees for Services	(67,732)	(51,744)	-	(507,546)	(627,022)
Net Cash Provided by (Used in) Operating Activities	138,720	152,979	-	1,854,488	2,146,187
Cash Flows from Noncapital Financing Activities					
Transfers from Other Funds	204,183	-	-	1,299,840	1,504,023
Transfers to Other Funds	-	(204,183)	-	(1,299,840)	(1,504,023)
Non-Capital Grant Proceeds	-	-	-	155	155
Net Cash Provided by (Used in) Noncapital Financing Activities	204,183	(204,183)	-	155	155
Cash Flows from Capital and Related Financing Activities					
Acquisition and Construction of Capital Assets	-	-	-	(2,503,316)	(2,503,316)
Proceeds from the Disposition of Capital Assets	-	-	-	132,567	132,567
Net Cash Provided by (Used in) Capital and Related Financing Activities	-	-	-	(2,370,749)	(2,370,749)
Cash Flows from Investing Activities					
Interest Received	24,394	40,519	2,865	62,811	130,589
Net Cash Flows from Investing Activities	24,394	40,519	2,865	62,811	130,589
Net Increase (Decrease) in Cash and Cash Equivalents	367,297	(10,685)	2,865	(453,295)	(93,818)
Cash and Cash Equivalents, Beginning of Year	1,770,631	2,112,885	157,216	4,172,240	8,212,972
Cash and Cash Equivalents, End of Year	\$ 2,137,928	\$ 2,102,200	\$ 160,081	\$ 3,718,945	\$ 8,119,154
<u>Reconciliation of Operating Income (Loss) to Cash Provided by (Used in) Operating Activities</u>					
Operating Income (Loss)	\$ (758,541)	\$ 104,581	\$ -	\$ 434,715	\$ (219,245)
Adjustment to Reconcile Operating Income to Cash Flows Provided by (Used in) Operating Activities:					
Depreciation	-	-	-	1,432,298	1,432,298
Decrease (Increase) in Miscellaneous Receivables	(52,440)	(3,736)	-	-	(56,176)
Decrease (Increase) in Inventory	-	-	-	67,987	67,987
Decrease (Increase) in Deferred Outflows: Pension	-	-	-	(12,160)	(12,160)
Decrease (Increase) in Deferred Outflows: OPEB	-	-	-	3,422	3,422
Increase (Decrease) in Accounts Payable	844,329	(1,278)	-	(47,159)	795,892
Increase (Decrease) in Accrued Expenses	451	675	-	4,006	5,132
Increase (Decrease) in Claims Payable	104,921	52,737	-	-	157,658
Increase (Decrease) in OPEB	-	-	-	(105,606)	(105,606)
Increase (Decrease) in Net Pension Liability	-	-	-	(11,638)	(11,638)
Increase (Decrease) in Other Liabilities	-	-	-	3,342	3,342
Increase (Decrease) in Deferred Inflows: Pension	-	-	-	10,707	10,707
Increase (Decrease) in Deferred Inflows: OPEB	-	-	-	74,574	74,574
Net Cash Provided by (Used in) Operating Activities	\$ 138,720	\$ 152,979	\$ -	\$ 1,854,488	\$ 2,146,187
<u>Noncash Investing, Capital, or Financing Transactions:</u>					
Contribution of Capital Assets	-	-	-	\$ 107,825	\$ 107,825

COMMUNITY REDEVELOPMENT AGENCY FUNDS

Community Redevelopment Agency Funds, a major special revenue fund of the City, consists of the Greater Leesburg Community Redevelopment Agency, Carver Heights/Montclair Area Community Redevelopment Agency, and U.S. Highway 441 & 27 Community Redevelopment Agency which are incremental tax districts established pursuant to Florida Statutes. The fund accounts for the incremental increase in ad valorem tax revenue collected within the designated community redevelopment areas. Revenues must be utilized and expended in accordance with the respective community redevelopment plans.

**CITY OF LEESBURG, FLORIDA
BALANCE SHEET
COMMUNITY REDEVELOPMENT AGENCY FUNDS
SEPTEMBER 30, 2020**

	Greater Leesburg Community Redevelopment Agency Fund	Carver Heights/ Montclair Area Community Redevelopment Agency Fund	U.S. Highway 441/27 Community Redevelopment Agency Fund	Total Community Redevelopment Agency Funds
Assets				
Pooled Cash and Investments	\$ 112,930	\$ 200,700	\$ 1,162,128	\$ 1,475,758
Restricted Cash	-	-	744,496	744,496
Cash with Fiscal Agent	92,268	-	-	92,268
Prepaid Items	3,172	3,172	3,172	9,516
Total Assets	\$ 208,370	\$ 203,872	\$ 1,909,796	\$ 2,322,038
Liabilities and Fund Balances				
Liabilities				
Accounts Payable	\$ 5,246	\$ 19,645	\$ 110	\$ 25,001
Deposits	-	1,440	2,000	3,440
Advance from Other Fund	-	1,033,661	-	1,033,661
Total Liabilities	5,246	1,054,746	2,110	1,062,102
Fund Balances (Deficit)				
Restricted for:				
Capital Projects	110,856	-	1,163,190	1,274,046
Debt Service	92,268	-	744,496	836,764
Unassigned	-	(850,874)	-	(850,874)
Total Fund Balances (Deficit)	203,124	(850,874)	1,907,686	1,259,936
Total Liabilities and Fund Balances	\$ 208,370	\$ 203,872	\$ 1,909,796	\$ 2,322,038

**CITY OF LEESBURG, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
COMMUNITY REDEVELOPMENT AGENCY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2020**

	Greater Leesburg Community Redevelopment Agency Fund	Carver Heights/ Montclair Area Community Redevelopment Agency Fund	U.S. Highway 441/27 Community Redevelopment Agency Fund	Total Community Redevelopment Agency Funds
Revenues				
Taxes	\$ 429,388	\$ 321,167	\$ 772,145	\$ 1,522,700
Miscellaneous:				
Interest	4,730	5,803	36,974	47,507
Rental	-	1,830	-	1,830
Total Revenues	<u>434,118</u>	<u>328,800</u>	<u>809,119</u>	<u>1,572,037</u>
Expenditures				
Current:				
Economic Environment	322,482	127,001	13,855	463,338
Debt Service:				
Principal Payments	81,000	-	195,000	276,000
Interest and Fees	19,715	27,553	296,275	343,543
Capital Outlay	42,660	62,844	-	105,504
Total Expenditures	<u>465,857</u>	<u>217,398</u>	<u>505,130</u>	<u>1,188,385</u>
Excess (Deficiency) of Revenues (Under) Expenditures	<u>(31,739)</u>	<u>111,402</u>	<u>303,989</u>	<u>383,652</u>
Other Financing Sources (Uses)				
Transfers from Other Funds	78,120	-	-	78,120
Transfers to Other Funds	-	(141,958)	-	(141,958)
Total Other Financing Sources (Uses)	<u>78,120</u>	<u>(141,958)</u>	<u>-</u>	<u>(63,838)</u>
Net Change in Fund Balances	46,381	(30,556)	303,989	319,814
Fund Balances (Deficit), Beginning of Year	<u>156,743</u>	<u>(820,318)</u>	<u>1,603,697</u>	<u>940,122</u>
Fund Balances (Deficit), End of Year	<u>\$ 203,124</u>	<u>\$ (850,874)</u>	<u>\$ 1,907,686</u>	<u>\$ 1,259,936</u>



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STATISTICAL SECTION

(Unaudited)

Statistical schedules differ from financial statements because they usually cover more than one fiscal year and may present non-accounting data. These schedules reflect social and economic data and financial trends of the City of Leesburg, Florida, and are designed to give the reader insights into the financial position of the City of Leesburg not readily apparent from the financial statements.

Statistical data are presented to provide more detailed information than reported in the preceding basic financial statements. This information in many cases has been spread throughout the report and is brought together here for greater clarity. Statistical data are not necessary for fair presentation in conformity with generally accepted accounting principles.

The schedule entitled "Computation of Legal Debt Margin," which is recommended for inclusion in the Comprehensive Annual Financial Report by the Government Finance Officers Association of the United States and Canada, is not included within this report inasmuch as no legal debt margin has been established for the City pursuant to the Constitution of the State of Florida, Florida Statutes, City ordinances or other laws applicable to the City. The City has had no general obligation debt outstanding during the past ten years.



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CITY OF LEESBURG, FLORIDA STATISTICAL SECTION

This part of the City of Leesburg's Comprehensive Annual Financial Report presents detailed information as a context for understanding what the information in the financial statements, note disclosures and required supplementary information says about the City's overall financial health.

CONTENTS

	Pages
Financial Trends	182-191
These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.	
Revenue Capacity	192-199
These schedules contain information to help the reader assess the City's most significant local revenue source, the property tax.	
Debt Capacity	200-213
These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.	
Demographic and Economic Information	214-215
These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.	
Operating Information	216-218
These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs.	

Source: Unless otherwise noted, the information in these schedules is derived from the Comprehensive Annual Financial Reports (CAFR) for the relevant year. The City implemented GASB Statements 63 and 65 for fiscal year 2012/13. These statements were applied prospectively; retroactive restatements of all years presented were not done.

CITY OF LEESBURG, FLORIDA
NET POSITION BY COMPONENT
LAST TEN YEARS
(UNAUDITED ACCRUAL BASIS OF ACCOUNTING)
PAGE 1 OF 2

	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Governmental Activities					
Net Investment in Capital Assets	\$ 52,626,016	\$ 45,112,290	\$ 45,611,934	\$ 46,464,509	\$ 20,864,865
Restricted	3,377,029	3,628,410	3,785,234	3,833,845	6,117,848
Unrestricted	4,242,639	3,884,988	7,729,470	10,327,265	5,133,917
Total Governmental Activities, Net Position	<u>\$ 60,245,684</u>	<u>\$ 52,625,688</u>	<u>\$ 57,126,638</u>	<u>\$ 60,625,619</u>	<u>\$ 32,116,630</u>
 Business-Type Activities					
Net Investment in Capital Assets	\$ 114,637,624	\$ 120,694,245	\$ 115,138,968	\$ 116,147,661	\$ 148,453,634
Restricted	5,821,230	9,168,859	9,816,240	14,966,539	425,869
Unrestricted	32,384,015	36,856,836	44,628,044	40,319,508	50,230,057
Total Business-Type Activities, Net Position	<u>\$ 152,842,869</u>	<u>\$ 166,719,940</u>	<u>\$ 169,583,252</u>	<u>\$ 171,433,708</u>	<u>\$ 199,109,560</u>
 Primary Government					
Net Investment in Capital Assets	\$ 167,263,640	\$ 165,806,535	\$ 160,750,902	\$ 162,612,170	\$ 169,318,499
Restricted	9,198,259	12,797,269	13,601,474	18,800,384	6,543,717
Unrestricted	36,626,654	40,741,824	52,357,514	50,646,773	55,363,974
Total Primary Government, Net Position	<u>\$ 213,088,553</u>	<u>\$ 219,345,628</u>	<u>\$ 226,709,890</u>	<u>\$ 232,059,327</u>	<u>\$ 231,226,190</u>

Note: This information is provided as part of the Financial Trend Data.

CITY OF LEESBURG, FLORIDA
NET POSITION BY COMPONENT
LAST TEN YEARS
(UNAUDITED ACCRUAL BASIS OF ACCOUNTING)
PAGE 2 OF 2

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Governmental Activities					
Net Investment in Capital Assets	\$ 22,304,328	\$ 25,845,388	\$ 36,350,667	\$ 36,350,667	\$ 42,701,384
Restricted	7,253,410	8,143,253	7,357,874	7,357,874	8,276,202
Unrestricted	5,457,637	5,260,757	(1,264,432)	(1,264,432)	(4,795,530)
Total Governmental Activities, Net Position	<u>\$ 35,015,375</u>	<u>\$ 39,249,398</u>	<u>\$ 42,444,109</u>	<u>\$ 42,444,109</u>	<u>\$ 46,182,056</u>
 Business-Type Activities					
Net Investment in Capital Assets	\$ 156,110,922	\$ 159,475,980	\$ 172,603,318	\$ 172,603,318	\$ 178,502,750
Restricted	215,183	2,663,517	3,166,299	3,166,299	4,592,640
Unrestricted	52,852,630	54,527,844	51,157,231	51,157,231	57,497,822
Total Business-Type Activities, Net Position	<u>\$ 209,178,735</u>	<u>\$ 216,667,341</u>	<u>\$ 226,926,848</u>	<u>\$ 226,926,848</u>	<u>\$ 240,593,212</u>
 Primary Government					
Net Investment in Capital Assets	\$ 178,415,250	\$ 185,321,368	\$ 208,953,985	\$ 208,953,985	\$ 221,204,134
Restricted	7,468,593	10,806,770	10,524,173	10,524,173	12,868,842
Unrestricted	58,310,267	59,788,601	49,892,799	49,892,799	52,702,292
Total Primary Government, Net Position	<u>\$ 244,194,110</u>	<u>\$ 255,916,739</u>	<u>\$ 269,370,957</u>	<u>\$ 269,370,957</u>	<u>\$ 286,775,268</u>

Note: This information is provided as part of the Financial Trend Data.

CITY OF LEESBURG, FLORIDA
CHANGES IN NET POSITION
LAST TEN YEARS
(UNAUDITED ACCRUAL BASIS OF ACCOUNTING)
PAGE 1 OF 4

Expenses	2011	2012	2013	2014	2015
Governmental Activities:					
General Government.	\$ 4,516,704	\$ 8,225,542	\$ 2,783,141	\$ 4,207,463	\$ 3,699,829
Public Safety	16,325,651	14,475,082	12,533,637	13,436,493	13,774,093
Physical Environments	133,276	144,545	96,957	164,599	145,811
Transportation	3,710,588	4,110,736	3,452,836	4,026,402	2,447,892
Economic Environment	1,072,203	599,815	617,173	601,599	665,364
Human Services	37,567	520,403	89,462	62,313	56,147
Culture and Recreation	5,090,129	4,486,471	4,000,195	3,787,423	3,724,975
Interest on Long Term Debt	1,778,947	1,749,214	2,055,215	1,014,659	1,245,289
Total Governmental Activities Expenses	32,665,065	34,311,808	25,628,616	27,300,951	25,759,400
Business-Type Activities:					
Electric Utility	53,561,809	49,405,166	54,765,248	57,032,000	52,304,667
Gas Utility	5,964,253	4,940,220	6,950,627	5,820,355	5,127,380
Water Utility	6,828,647	5,375,968	6,270,374	6,087,119	5,973,909
Wastewater Utility	7,991,155	8,502,626	8,516,232	8,255,645	8,436,457
Stormwater System	1,392,024	1,276,750	988,175	930,551	847,931
Solid Waste System	3,022,958	2,979,724	3,137,439	3,105,018	2,724,326
Communication Services Utility	1,126,159	1,109,831	1,235,660	1,398,675	1,476,913
Airport	-	-	-	-	1,997,024
Housing	162,600	161,114	-	-	-
Total Business-Type Activities Expenses	80,049,605	73,751,399	81,863,755	82,629,363	78,888,607
Total Primary Government Expenses	\$ 112,714,670	\$ 108,063,207	\$ 107,492,371	\$ 109,930,314	\$ 104,648,007
Program Revenues					
Governmental Activities:					
Charges for Services:					
General Government	\$ 3,717,159	\$ 3,422,553	\$ 374,052	\$ 403,638	\$ 710,031
Public Safety	474,039	470,043	552,253	808,461	937,188
Physical Environment	47,831	23,379	-	34,240	124,885
Transportation	1,129,721	1,091,481	1,033,409	1,378,294	467,402
Economic Environment	-	-	-	-	-
Human Services	-	-	-	-	-
Culture and Recreation	497,863	480,587	519,757	550,146	593,150
Operating Grants and Contributions	869,208	705,802	764,401	369,821	449,269
Capital Grants and Contributions	413,865	956,929	1,786,112	2,168,876	425,396
Total Governmental Activities Program Revenues	7,149,686	7,150,774	5,029,984	5,713,476	3,707,321
Business-Type Activities:					
Charges for Services	92,776,933	86,870,566	93,582,078	92,013,588	91,894,164
Operating Grants and Contributions	87,958	48,396	111,360	3,605	-
Capital Grants and Contributions	576,880	3,635,520	2,743,174	2,742,221	1,069,990
Total Business-Type Activities Program Revenues	93,441,771	90,554,482	96,436,612	94,759,414	92,964,154
Total Primary Government Program Revenue	\$ 100,591,457	\$ 97,705,256	\$ 101,466,596	\$ 100,472,890	\$ 96,671,475
Net (Expense)/Revenue					
Governmental Activities	\$ (25,515,379)	\$ (27,161,034)	\$ (20,598,632)	\$ (21,587,475)	\$ (22,052,079)
Business-Type Activities	13,392,166	16,803,083	14,572,857	12,130,051	14,075,547
Total Primary Government Net Expense	\$ (12,123,213)	\$ (10,357,951)	\$ (6,025,775)	\$ (9,457,424)	\$ (7,976,532)

Notes: This information is provided as part of the Financial Trend Data.

Stormwater was separated from the Governmental Activities in 2011 because it became a Business-Type fund.

Airport was separated from the Governmental Activities in 2015 because it became a Business-Type fund.

CITY OF LEESBURG, FLORIDA
CHANGES IN NET POSITION
LAST TEN YEARS
(UNAUDITED ACCRUAL BASIS OF ACCOUNTING)
PAGE 2 OF 4

Expenses	2016	2017	2018	2019	2020
Governmental Activities:					
General Government.	\$ 4,332,531	\$ 4,308,723	\$ 4,316,993	\$ 4,316,993	\$ 3,478,302
Public Safety	15,963,879	15,218,300	16,221,272	16,221,272	16,285,754
Physical Environment	158,565	197,267	84,061	84,061	101,602
Transportation	2,494,645	2,300,390	2,085,647	2,085,647	2,072,205
Economic Environment	704,682	868,608	1,040,933	1,040,933	1,124,000
Human Services	51,380	92,742	296,365	296,365	303,807
Culture and Recreation	4,165,256	3,962,261	3,862,143	3,862,143	4,042,393
Interest on Long Term Debt	2,295,754	1,146,553	1,146,628	1,146,628	1,096,516
Total Governmental Activities Expenses	30,166,692	28,094,844	29,054,042	29,054,042	28,504,579
Business-Type Activities:					
Electric Utility	53,842,698	55,636,953	55,241,760	55,241,760	52,373,341
Gas Utility	4,797,668	4,888,424	5,908,980	5,908,980	5,152,566
Water Utility	6,773,513	6,536,301	7,008,398	7,008,398	6,662,035
Wastewater Utility	8,194,810	8,147,865	8,265,558	8,265,558	9,107,135
Stormwater System	911,432	976,741	2,165,042	2,165,042	1,018,538
Solid Waste System	2,863,103	3,402,964	3,406,525	3,406,525	3,625,574
Communication Services Utility	1,567,038	1,676,759	-	-	-
Airport	2,368,149	1,985,875	2,269,693	2,269,693	2,171,954
Housing	-	-	-	-	-
Total Business-Type Activities Expenses	81,318,411	83,251,882	84,265,956	84,265,956	80,111,143
Total Primary Government Expenses	\$ 111,485,103	\$ 111,346,726	\$ 113,319,998	\$ 113,319,998	\$ 108,615,722
Program Revenues					
Governmental Activities:					
Charges for Services:					
General Government	\$ 742,308	\$ 594,609	\$ 817,395	\$ 817,395	\$ 768,233
Public Safety	2,487,371	2,624,676	2,554,584	2,554,584	2,453,732
Physical Environment	165,014	118,279	97,989	97,989	86,830
Transportation	-	287,807	304,753	304,753	316,358
Economic Environment	-	-	4,625	4,625	1,830
Human Services	-	-	-	-	-
Culture and Recreation	598,701	660,316	680,499	680,499	714,550
Operating Grants and Contributions	201,225	165,986	315,203	315,203	628,643
Capital Grants and Contributions	559,279	1,189,437	352,436	352,436	1,397,720
Total Governmental Activities Program Revenues	4,753,898	5,641,110	5,127,484	5,127,484	6,367,896
Business-Type Activities:					
Charges for Services	92,563,401	97,691,509	97,806,450	97,806,450	94,418,697
Operating Grants and Contributions	-	45,474	565,210	565,210	430,733
Capital Grants and Contributions	2,046,797	3,021,413	2,391,074	2,391,074	5,132,748
Total Business-Type Activities Program Revenues	94,610,198	100,758,396	100,762,734	100,762,734	99,982,178
Total Primary Government Program Revenue	\$ 99,364,096	\$ 106,399,506	\$ 105,890,218	\$ 105,890,218	\$ 106,350,074
Net (Expense)/Revenue					
Governmental Activities	\$ (25,412,794)	\$ (22,453,734)	\$ (23,926,558)	\$ (23,926,558)	\$ (22,136,683)
Business-Type Activities	13,291,787	17,506,514	16,496,778	16,496,778	19,871,035
Total Primary Government Net Expense	\$ (12,121,007)	\$ (4,947,220)	\$ (7,429,780)	\$ (7,429,780)	\$ (2,265,648)

Notes: This information is provided as part of the Financial Trend Data.

Stormwater was separated from the Governmental Activities in 2011 because it became a Business-Type fund.

Airport was separated from the Governmental Activities in 2015 because it became a Business-Type fund.

CITY OF LEESBURG, FLORIDA
CHANGES IN NET POSITION
LAST TEN YEARS
(UNAUDITED ACCRUAL BASIS OF ACCOUNTING)
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	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
General Revenues and Other Changes in Net Position					
Governmental Activities:					
Property Taxes	\$ 5,361,571	\$ 4,858,023	\$ 4,684,694	\$ 4,685,546	\$ 4,712,444
Other Taxes	6,647,069	6,857,316	6,857,316	7,046,094	7,339,909
Intergovernmental Revenues, Unrestricted	2,253,173	2,040,040	2,040,040	2,204,568	2,375,390
Investment Income	471,791	290,742	91,653	105,996	246,563
Miscellaneous	115,080	56,819	217,330	179,925	111,601
Transfers	7,080,713	6,956,641	11,072,770	10,864,327	(15,323,267)
Total Governmental Activities	<u>21,929,397</u>	<u>21,059,581</u>	<u>24,963,803</u>	<u>25,086,456</u>	<u>(537,360)</u>
Business-Type Activities:					
Investment Income	572,093	214,620	1,030,643	566,516	785,893
Miscellaneous	(10,954)	2,109,318	11,954	18,216	131,805
Special Item	-	-	-	-	-
Extraordinary Gain	-	-	-	-	-
Transfers	(7,080,713)	(6,956,641)	(11,072,770)	(10,864,327)	15,323,267
Total Business-Type Activities	<u>(6,519,574)</u>	<u>(4,632,703)</u>	<u>(10,030,173)</u>	<u>(10,279,595)</u>	<u>16,240,965</u>
Total Primary Government	<u>\$ 15,409,823</u>	<u>\$ 16,426,878</u>	<u>\$ 14,933,630</u>	<u>\$ 14,806,861</u>	<u>\$ 15,703,605</u>
Changes in Net Position					
Governmental Activities	\$ (3,557,041)	\$ (6,101,453)	\$ 4,500,950	\$ 3,498,981	\$ (22,589,439)
Business-Type Activities	6,872,592	12,170,380	4,542,684	1,850,456	30,316,512
Total Government	<u>\$ 3,315,551</u>	<u>\$ 6,068,927</u>	<u>\$ 9,043,634</u>	<u>\$ 5,349,437</u>	<u>\$ 7,727,073</u>

Notes: This information is provided as part of the Financial Trend Data.

Stormwater was separated from the Governmental Activities in 2011 because it became a Business-Type fund.

Airport was separated from the Governmental Activities in 2015 because it became a Business-Type fund.

CITY OF LEESBURG, FLORIDA
CHANGES IN NET POSITION
LAST TEN YEARS
(UNAUDITED ACCRUAL BASIS OF ACCOUNTING)
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	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
General Revenues and Other Changes in Net Position					
Governmental Activities:					
Property Taxes	\$ 4,977,437	\$ 5,204,939	\$ 6,228,596	\$ 6,228,596	\$ 5,934,099
Other Taxes	7,561,374	7,633,585	7,594,686	7,594,686	7,538,413
Intergovernmental Revenues, Unrestricted	2,468,220	2,587,802	2,760,235	2,760,235	2,731,028
Investment Income	552,507	266,051	1,135,647	1,135,647	697,381
Miscellaneous	95,650	230,746	319,468	319,468	227,220
Transfers	12,656,351	10,764,634	8,442,590	8,442,590	8,746,489
Total Governmental Activities	<u>28,311,539</u>	<u>26,687,757</u>	<u>26,481,222</u>	<u>26,481,222</u>	<u>25,874,630</u>
Business-Type activities:					
Investment Income	1,671,744	562,575	2,102,062	2,102,062	1,676,009
Miscellaneous	34,595	184,151	4,027,281	4,027,281	865,809
Special Item	-	-	-	-	-
Extraordinary Gain	7,727,400	-	-	-	-
Transfers	(12,656,351)	(10,764,634)	(8,442,590)	(8,442,590)	(8,746,489)
Total Business-Type Activities	<u>(3,222,612)</u>	<u>(10,017,908)</u>	<u>(2,313,247)</u>	<u>(2,313,247)</u>	<u>(6,204,671)</u>
Total Primary Government General Revenues	<u>\$ 25,088,927</u>	<u>\$ 16,669,849</u>	<u>\$ 24,167,975</u>	<u>\$ 24,167,975</u>	<u>\$ 19,669,959</u>
Changes in Net Position					
Governmental Activities	\$ 2,898,745	\$ 4,234,023	\$ 2,554,664	\$ 2,554,664	\$ 3,737,947
Business-Type Activities	10,069,175	7,488,606	14,183,531	14,183,531	13,666,364
Total Government	<u>\$ 12,967,920</u>	<u>\$ 11,722,629</u>	<u>\$ 16,738,195</u>	<u>\$ 16,738,195</u>	<u>\$ 17,404,311</u>

Notes: This information is provided as part of the Financial Trend Data.

Stormwater was separated from the Governmental Activities in 2011 because it became a Business-Type fund.

Airport was separated from the Governmental Activities in 2015 because it became a Business-Type fund.

CITY OF LEESBURG, FLORIDA
FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(UNAUDITED MODIFIED ACCRUAL BASIS OF ACCOUNTING)
PAGE 1 OF 2

	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
General Fund					
Reserved	\$ -	\$ -	\$ -	\$ -	\$ -
Unreserved	-	-	-	-	-
Nonspendable	763,445	633,615	121,153	50,075	35,361
Restricted	652,106	659,224	963,818	1,017,596	1,332,191
Committed	2,970	4,563	4,033	2,919	3,285
Assigned	-	1,000,000	437,312	235,269	322,141
Unassigned	7,371,865	7,239,114	8,592,849	10,689,238	12,684,625
Total General Fund	<u>\$ 8,790,386</u>	<u>\$ 9,536,516</u>	<u>\$ 10,119,165</u>	<u>\$ 11,995,097</u>	<u>\$ 14,377,603</u>
 All Other Governmental Funds					
Reserved	\$ -	\$ -	\$ -	\$ -	\$ -
Unreserved					
Stormwater Fund	-	-	-	-	-
Redevelopment Agency Funds	-	-	-	-	-
Special Revenue Funds	-	-	-	-	-
Nonspendable	2,976	478	63	-	-
Restricted	13,097,454	11,815,626	10,915,723	9,082,457	10,336,400
Committed	-	-	-	-	-
Assigned	1,324,710	1,071,842	898,723	1,348,285	-
Unassigned	(200,150)	(197,714)	(369,538)	(151,106)	(38,449)
Total All Other Governmental Funds	<u>\$ 14,224,990</u>	<u>\$ 12,690,232</u>	<u>\$ 11,444,971</u>	<u>\$ 10,279,636</u>	<u>\$ 10,297,951</u>

Notes: This information is provided as part of the Financial Trend Data.

Beginning in 2011:

- a. Implementation of GASB 54 changed the fund balance designations.
- b. Stormwater is no longer classified as a governmental fund.

Beginning in 2015, Airport is no longer classified as a governmental fund.

CITY OF LEESBURG, FLORIDA
FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(UNAUDITED MODIFIED ACCRUAL BASIS OF ACCOUNTING)
PAGE 2 OF 2

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
General Fund					
Reserved	\$ -	\$ -	\$ -	\$ -	\$ -
Unreserved	-	-	-	-	-
Nonspendable	77,154	108,198	699,163	699,163	795,314
Restricted	1,474,147	1,485,054	182,232	182,232	182,182
Committed	4,138	5,289	3,288	3,288	69,480
Assigned	1,263,580	1,253,310	-	-	71,438
Unassigned	9,928,466	10,969,154	13,409,580	13,409,580	11,786,634
Total General Fund	<u>\$ 12,747,485</u>	<u>\$ 13,821,005</u>	<u>\$ 14,294,263</u>	<u>\$ 14,294,263</u>	<u>\$ 12,905,048</u>
 All Other Governmental Funds					
Reserved	\$ -	\$ -	\$ -	\$ -	\$ -
Unreserved					
Stormwater Fund	-	-	-	-	-
Redevelopment Agency Funds	-	-	-	-	-
Special Revenue Funds	-	-	-	-	-
Nonspendable	-	-	-	-	-
Restricted	10,557,678	6,886,746	7,175,642	7,175,642	8,094,020
Committed	-	-	-	-	-
Assigned	6,623,792	6,921,025	-	7,731,691	8,380,295
Unassigned	(10,211)	-	(820,318)	(820,318)	(850,874)
Total All Other Governmental Funds	<u>\$ 17,171,259</u>	<u>\$ 13,807,771</u>	<u>\$ 6,355,324</u>	<u>\$ 14,087,015</u>	<u>\$ 15,623,441</u>

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CITY OF LEESBURG, FLORIDA
CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(UNAUDITED MODIFIED ACCRUAL BASIS OF ACCOUNTING)
PAGE 1 OF 2

	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Revenues					
Taxes	\$ 12,235,501	\$ 11,715,341	\$ 11,906,834	\$ 12,002,708	\$ 12,362,071
Licenses, Permits, and Assessments	457,142	458,798	494,057	815,905	1,006,590
Intergovernmental	3,371,485	3,506,336	4,042,615	4,354,607	2,743,845
Charges for Services	595,467	541,758	588,212	896,780	1,023,985
Fines and Forfeitures	163,197	159,137	186,038	165,356	156,640
Impact Fees	150	-	-	68,685	106,719
Interest	203,118	50,943	193,761	25,755	173,320
Miscellaneous	4,946,580	4,604,621	4,604,621	1,450,423	776,766
Total Revenues	<u>21,972,640</u>	<u>21,036,934</u>	<u>22,016,138</u>	<u>19,780,219</u>	<u>18,349,936</u>
Expenditures					
General Government	2,851,945	2,730,096	1,999,318	3,257,326	3,242,396
Public Safety	14,238,088	14,472,095	14,295,487	13,823,843	12,837,293
Physical Environment	65,877	60,774	61,867	77,191	69,833
Transportation	2,063,548	1,797,161	1,705,097	1,954,674	1,380,217
Economic Environment	989,381	516,751	534,375	563,007	572,566
Human Services	37,567	520,403	89,462	62,313	56,147
Culture and Recreation	3,893,225	3,813,858	3,711,224	2,346,340	2,906,347
Capital Outlay	3,179,436	3,342,072	3,391,687	4,169,896	3,105,201
Debt Service:					
Principal Payments	822,963	802,334	1,782,127	1,964,296	1,972,996
Interest and Fees	1,778,947	1,749,214	2,007,786	1,619,394	1,197,860
Total Expenditures	<u>29,920,977</u>	<u>29,804,758</u>	<u>29,578,430</u>	<u>29,838,280</u>	<u>27,340,856</u>
Excess of Revenues Over (Under) Expenditures	<u>(7,948,337)</u>	<u>(8,767,824)</u>	<u>(7,562,292)</u>	<u>(10,058,061)</u>	<u>(8,990,920)</u>
Other Financing Sources (Uses)					
Sale of Capital Assets	77,760	68,233	11,750	13,781	3,141
Insurance Proceeds from Losses	-	-	-	-	-
Transfers In	12,427,585	11,617,850	13,759,425	13,650,373	13,974,025
Transfers Out	(5,158,576)	(3,706,887)	(4,103,870)	(2,895,496)	(3,585,425)
Issuance of Debt	-	-	16,028,219	-	1,000,000
Payment to Escrow Agent	-	-	(15,693,431)	-	-
Total Other Financing Sources (Uses)	<u>7,346,769</u>	<u>7,979,196</u>	<u>10,002,093</u>	<u>10,768,658</u>	<u>11,391,741</u>
Net Change In Fund Balances	<u>\$ (601,568)</u>	<u>\$ (788,628)</u>	<u>\$ 2,439,801</u>	<u>\$ 710,597</u>	<u>\$ 2,400,821</u>
Debt Service Expenditures as a Percentage of Noncapital Expenditures	9.7%	9.6%	14.4%	14.0%	13.1%

Note: This information is provided as part of the Financial Trend Data.

CITY OF LEESBURG, FLORIDA
CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(UNAUDITED MODIFIED ACCRUAL BASIS OF ACCOUNTING)
PAGE 2 OF 2

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Revenues:					
Taxes	\$ 12,538,811	\$ 12,838,524	\$ 13,838,251	\$ 13,838,251	\$ 14,351,608
Licenses, Permits, and Assessments	2,620,855	2,771,289	2,702,964	2,702,964	2,663,269
Intergovernmental	2,635,483	3,692,475	3,131,748	3,131,748	3,347,440
Charges for Services	553,600	682,962	840,324	840,324	891,513
Fines and Forfeitures	134,622	187,801	200,030	200,030	151,779
Impact Fees	159,680	189,152	175,634	175,634	325,067
Interest	394,035	210,854	919,438	919,438	566,791
Miscellaneous	740,160	736,683	827,471	827,471	845,447
Total Revenues	<u>19,777,246</u>	<u>21,309,740</u>	<u>22,635,860</u>	<u>22,635,860</u>	<u>23,142,914</u>
Expenditures:					
General Government	3,601,492	3,515,915	3,869,799	3,869,799	3,678,770
Public Safety	13,052,692	14,052,120	15,900,236	15,900,236	16,193,013
Physical Environment	92,080	102,643	81,508	81,508	99,049
Transportation	1,466,803	1,251,321	1,269,450	1,269,450	1,292,655
Economic Environment	541,578	534,142	767,122	767,122	847,079
Human Services	51,380	92,742	296,365	296,365	303,807
Culture and Recreation	3,022,899	3,113,041	3,361,892	3,361,892	3,380,029
Capital Outlay	1,570,631	4,551,586	9,731,723	9,731,723	5,216,221
Debt Service:					
Principal Payments	2,297,062	1,907,204	1,100,533	1,100,533	1,234,648
Interest and Fees	1,515,971	1,367,060	1,016,705	1,016,705	1,010,067
Total Expenditures	<u>27,212,588</u>	<u>30,487,774</u>	<u>37,395,333</u>	<u>37,395,333</u>	<u>33,255,338</u>
Excess Of Revenue Over (Under) Expenditures	<u>(7,435,342)</u>	<u>(9,178,034)</u>	<u>(14,759,473)</u>	<u>(14,759,473)</u>	<u>(10,112,424)</u>
Other Financing Sources (Uses):					
Sale of Capital Assets	25,808	3,808	16,424	16,424	42,923
Insurance Proceeds from Losses	-	-	-	-	152,176
Transfers In	19,862,843	15,155,227	13,999,732	13,999,732	18,589,505
Transfers Out	(7,210,119)	(4,408,932)	(5,565,699)	(5,565,699)	(9,950,841)
Issuance of Debt	-	11,563,000	-	-	-
Payment to Escrow Agent	-	(15,425,037)	-	-	-
Total Other Financing Sources (Uses)	<u>12,678,532</u>	<u>6,888,066</u>	<u>8,450,457</u>	<u>8,450,457</u>	<u>8,833,763</u>
Net Change In Fund Balances	<u>\$ 5,243,190</u>	<u>\$ (2,289,968)</u>	<u>\$ (6,309,016)</u>	<u>\$ (6,309,016)</u>	<u>\$ (1,278,661)</u>
Debt Service Expenditures as a Percentage of Noncapital Expenditures	14.9%	12.6%	7.7%	7.7%	8.0%

Note: This information is provided as part of the Financial Trend Data.

**CITY OF LEESBURG, FLORIDA
ASSESSED VALUE OF TAXABLE PROPERTY
LAST TEN FISCAL YEARS**

Fiscal Year ¹	Real Property	Personal Property	Centrally Assessed Property ³	Less: Tax-Exempt Property			Taxable Value for Operating Millages	Total Direct Tax Rate ²
				Real Property	Personal Property	Centrally Assessed ³		
2011	\$ 1,462,752,813	\$ 294,871,468	\$ 441,398	\$ 375,488,425	\$ 108,013,558	\$ 107,628	\$ 1,274,456,068	4.3179
2012	1,345,917,698	284,962,752	-	355,981,439	108,052,050	107,628	1,166,739,333	4.3179
2013	1,292,100,846	289,671,068	-	355,770,105	108,475,254	-	1,117,526,555	4.3179
2014	1,290,485,803	283,156,954	-	358,695,894	99,001,842	-	1,115,945,021	4.3179
2015	1,312,948,029	280,285,609	-	365,395,977	105,531,482	-	1,122,306,179	4.3179
2016	1,361,579,903	289,307,979	-	391,733,605	121,489,389	-	1,137,664,888	4.2678
2017	1,361,579,903	278,678,832	-	391,733,605	121,489,389	-	1,127,035,741	4.2678
2018	1,523,633,410	284,531,327	-	444,745,793	117,834,707	-	1,245,584,237	4.2678
2019	1,584,053,657	279,400,419	-	415,085,347	119,619,590	-	1,328,749,139	4.2678
2020	1,732,580,044	300,798,467	-	466,519,278	130,199,387	-	1,436,659,846	4.2678

Notes: ¹Information is reported based on the fiscal year in which associated tax revenue is recognized - e.g. the 2019 tax roll data is reported here for Fiscal Year 2020, as that is the period of collection and revenue recognition.

²Tax rates are per \$1,000 of assessed value.

³Beginning in Fiscal Year 2012, Florida Department of Revenue reported that there were no longer railroad lines in Leesburg, resulting in no Centrally Assessed Property.

Source: Lake County Property Appraiser

**CITY OF LEESBURG, FLORIDA
PROPERTY TAX RATES
DIRECT AND OVERLAPPING GOVERNMENTS
LAST TEN FISCAL YEARS
(RATE PER \$1,000 OF ASSESSED VALUE)**

Fiscal Year	Total Direct	Overlapping Governments						Total
	City	School District	Lake County	Ambulance District	Northwest Hospital District	Lake County Water Authority	Water Management District	
2011	4.3179	7.5230	4.8410	0.3853	1.0000	0.2405	0.4158	18.7235
2012	4.3179	7.3940	4.8410	0.3853	1.0000	0.2405	0.3313	18.5100
2013	4.3179	7.3200	4.9209	0.3853	1.0000	0.2554	0.3313	18.5308
2014	4.3179	7.1700	4.9209	0.3853	1.0000	0.2554	0.3283	18.3778
2015	4.3179	7.2460	5.5456	0.4629	1.0000	0.2554	0.3164	19.1442
2016	4.2678	7.1970	5.4651	0.4629	1.0000	0.2554	0.3023	18.9505
2017	4.2678	6.8750	5.2704	0.4629	1.0000	0.2554	0.2885	18.4200
2018	4.2678	6.6030	5.2704	0.4629	1.0000	0.2554	0.2724	18.1319
2019	4.2678	6.3550	5.2504	0.4629	0.9800	0.4900	0.2562	18.0623
2020	4.2678	6.8830	5.1800	0.4629	0.9500	0.3557	0.2414	18.3408

Notes: The Florida Constitution limits the City and County millage capacity (non-debt related) to 10.000 mills.

Information is reported based on the fiscal year in which associated tax revenue is recognized - e.g. the 2019 tax roll data is reported here for Fiscal Year 2020, as that is the period of collection and revenue recognition.

Source: Lake County Property Appraiser

**CITY OF LEESBURG, FLORIDA
PRINCIPAL PROPERTY TAXPAYERS
FOR THE CURRENT CALENDAR YEAR AND NINE YEARS AGO**

Taxpayer	2020			2011		
	2019 Taxable Assessed Value	Rank	Percentage of Total City Taxable Assessed Value	2010 Taxable Assessed Value	Rank	Percentage of Total City Taxable Assessed Value
CCRC - Lake Port Square, LLC	\$ 19,314,603	1	1.34%	\$ 21,152,087	3	1.66%
Cutrale Citrus Juices, U.S.A., Inc.	17,063,265	2	1.19%	29,723,563	2	2.33%
Minute Maid Company	15,550,398	3	1.08%	13,412,671	5	1.05%
Village Lake Promenade LLC	12,374,691	4	0.86%	18,451,087	4	1.45%
DRJ Land Company LLC	9,207,142	6	0.64%	-	-	-
Coreslab Structures (Orlando) Inc.	9,536,693	5	0.66%	-	-	-
Villages Land Company LLC	7,510,275	7	0.52%	-	-	-
Lake Village Station LLC	7,383,282	9	0.51%	7,472,154	10	0.59%
City of Leesburg	7,417,285	8	0.52%	7,721,101	9	0.61%
Duke Energy Florida LLC	7,331,336	10	0.51%	-	-	-
Embarq-Florida, Inc (fka Sprint Florida)	-	-	-	31,397,101	1	2.46%
Arlington Ridge LLC	-	-	-	11,638,811	6	0.91%
Lowe's Home Centers Inc.	-	-	-	8,525,824	8	0.67%
Leware Const Co of Florida, Inc.	-	-	-	8,558,452	7	0.67%
Subtotal	112,688,970		7.84%	158,052,851		12.40%
All Others	1,323,970,876		92.16%	1,116,403,217		87.60%
Total	\$ 1,436,659,846		100.00%	\$ 1,274,456,068		100.00%

Notes: Taxable Assessed Values (Section 193.011, Florida Statutes) are as of January 1, 2010 and 2019, and represent total property values including real property, personal property and centrally assessed property.

Blank information in Taxable Assessed Value does not mean the business no longer exists.

Source: Lake County Property Appraiser

**CITY OF LEESBURG, FLORIDA
PROPERTY TAX LEVIES AND COLLECTIONS
LAST TEN FISCAL YEARS**

Fiscal Year ²	Taxes Levied for the Fiscal Year	Collected within the Fiscal Year of the Levy ¹		Collections for Previous Years of Levy	Total Collections to Date	
		Amount	Percentage of Levy		Amount	Percentage of Levy
2011	\$ 5,502,974	\$ 5,317,825	96.64%	\$ 43,746	\$ 5,361,571	97.43%
2012	5,038,328	4,846,506	96.19%	11,517	4,858,023	96.42%
2013	4,825,368	4,651,799	96.40%	32,894	4,684,693	97.08%
2014	4,818,539	4,658,873	96.69%	26,673	4,685,546	97.24%
2015	4,846,006	4,695,831	96.90%	16,614	4,712,445	97.24%
2016	4,855,326	4,698,261	96.77%	8,789	4,707,050	96.95%
2017	5,011,728	4,847,411	96.72%	19,179	4,866,590	97.10%
2018	5,315,904	5,142,754	96.74%	5,696	5,148,450	96.85%
2019	5,670,836	5,487,015	96.76%	6,731	5,493,746	96.88%
2020	6,131,377	5,932,210	96.75%	1,889	5,934,099	96.78%

Notes: ¹Amounts collected within the fiscal year of the levy are inclusive of legally available early payment discounts (ranging from 4% to 1%).

²Information is reported based on the fiscal year in which associated tax revenue is recognized - e.g. the 2019 tax roll data is reported here for Fiscal Year 2020, as that is the period of collection and revenue recognition.

Source: Lake County Property Appraiser

CITY OF LEESBURG, FLORIDA
GOVERNMENTAL ACTIVITIES TAX REVENUES BY SOURCE
LAST TEN FISCAL YEARS
(UNAUDITED ACCRUAL BASIS OF ACCOUNTING)

Fiscal Year	Property Tax	Local Option Gas Tax	Sales Tax	Franchise Fees	Utility Service Tax	Communications Services Tax	Total
2011	\$ 5,361,571	\$ 639,735	\$ 1,611,777	\$ 111,280	\$ 3,182,188	\$ 1,049,816	\$ 11,956,367
2012	4,858,023	614,906	1,647,465	133,135	3,102,871	1,107,841	11,464,241
2013	4,858,023	594,535	1,629,454	133,135	3,102,871	1,155,595	11,473,613
2014	4,685,546	603,878	1,740,150	138,873	3,255,534	1,058,798	11,482,779
2015	4,712,444	625,941	1,891,707	243,760	3,404,080	1,014,467	11,892,399
2016	4,712,444	500,950	1,982,521	243,760	3,404,080	1,037,210	11,880,965
2017	4,866,590	438,089	2,070,288	306,233	3,606,282	1,089,220	12,376,702
2018	5,148,450	399,305	2,076,793	322,793	3,656,281	1,076,822	12,680,444
2019	5,493,746	390,498	2,123,574	377,751	3,816,666	855,154	13,057,389
2020	5,934,099	359,067	2,155,466	398,142	3,807,987	833,150	13,487,911

**CITY OF LEESBURG, FLORIDA
GREATER LEESBURG COMMUNITY REDEVELOPMENT AGENCY
HISTORICAL REVENUES**

Fiscal Year	Taxable Values	HISTORICAL REVENUES				
		Lake County	City of Leesburg	Ambulance	Lake County Water Authority	Total Revenues
2011	\$ 132,822,347	\$ 206,301	\$ 188,958	\$ 16,802	\$ 10,525	\$ 422,586
2012	124,993,979	171,163	156,846	13,940	8,736	350,685
2013	121,370,315	154,878	141,982	12,614	8,398	317,872
2014	121,719,997	156,736	143,416	12,765	8,483	321,400
2015	122,062,401	179,978	144,821	15,469	8,566	348,834
2016	117,626,545	154,793	125,156	13,507	7,490	300,946
2017	118,624,754	154,175	129,203	13,945	7,732	305,055
2018	123,528,506	179,578	150,463	16,242	9,004	355,287
2019	131,096,543	214,755	179,769	19,423	20,640	434,587
2020	144,522,802	214,079	180,714	19,533	15,062	429,388

Note: The City of Leesburg created the Greater Leesburg Community Redevelopment Agency (GLCRA) on May 28, 1996 (Resolution 4994) pursuant to Section 163.512, Florida Statutes. The GLCRA is part of the City's Comprehensive Plan to enhance the downtown district and surrounding areas. The base year was established in 1996 with an assessed taxable value of \$86,757,505. The GLCRA generates a majority of its annual income from tax increment revenues and will expire in 2026.

Source: Lake County Property Appraiser

**CITY OF LEESBURG, FLORIDA
CARVER HEIGHTS/MONTCLAIR AREA COMMUNITY REDEVELOPMENT AGENCY
HISTORICAL REVENUES**

Fiscal Year	Taxable Values		HISTORICAL REVENUES									
			Lake County	City of Leesburg	Ambulance	Lake County Water Authority	Total Revenues					
2011	\$	81,604,263	\$	105,111	\$	96,906	\$	8,561	\$	5,397	\$	215,975
2012		77,113,815		84,826		78,486		6,908		4,372		174,592
2013		74,700,591		74,107		68,587		6,035		4,057		152,786
2014		76,430,497		81,935		75,683		6,673		4,477		168,768
2015		76,432,394		93,216		75,691		8,012		4,477		181,396
2016		74,770,987		83,259		68,077		7,265		4,074		162,675
2017		82,264,234		99,181		83,759		8,970		5,012		196,922
2018		85,869,492		116,918		98,377		10,575		5,887		231,757
2019		89,246,275		133,174		112,067		12,045		12,867		270,153
2020		105,251,563		159,856		135,438		14,585		11,288		321,167

Note: The City of Leesburg created the Carver Heights/Montclair Area Community Redevelopment Agency (CHCRA) on December 10, 2001 (Ordinance 01-61) pursuant to Section 163.512, Florida Statutes. The CHCRA was created to identify and address blighted conditions within its boundaries and to enable the City to establish a mechanism to finance redevelopment projects through Tax Increment Financing (TIF). The base year was established in 2001 with an assessed value of \$57,980,259. The CHCRA generates a majority of its annual income from tax increment revenues.

On July 13, 2015 (Ordinance 16-26), the City amended the plan for the CHCRA, expanded the boundaries and extended the timeframe to add thirty (30) years from the time of amendment. The agency will expire in 2046.

Source: Lake County Property Appraiser

**CITY OF LEESBURG, FLORIDA
U.S. HIGHWAY 441 & 27 COMMUNITY REDEVELOPMENT AGENCY
HISTORICAL REVENUES**

Fiscal Year	Taxable Values	HISTORICAL REVENUES				
		Lake County	City of Leesburg	Ambulance	Lake County Water Authority	Total Revenues
2011	\$ 388,395,355	\$ 157,433	\$ 148,248	\$ 12,822	\$ 8,257	\$ 326,760
2012	348,560,375	-	-	-	-	-
2013	331,802,542	-	-	-	-	-
2014	325,800,698	-	-	-	-	-
2015	326,674,034	-	-	-	-	-
2016	333,357,278	-	-	-	-	-
2017	343,475,725	42,991	41,024	3,888	2,455	90,358
2018	369,121,082	167,907	145,189	15,187	8,689	336,972
2019	390,366,522	270,906	231,139	24,502	26,538	553,085
2020	458,745,008	382,501	327,452	34,900	27,292	772,145

Note: The City of Leesburg created the U.S. Highway 441 & 27 Community Redevelopment Agency (Agency) on February 13, 2006 (Ordinance 06-13) pursuant to Section 163.512, Florida Statutes. The Agency determined the existence of blighted areas and is part of the City's plan to improve conditions within the corridor areas. The base year was established in 2006 with an assessed taxable value of \$352,255,087. In FY 2016, the Agency was rebased with an assessed taxable value of \$333,357,278. The Agency generates a majority of its annual income from tax increment revenues which expires in 2046.

In FY 2012, taxable values dropped below the base year values resulting in zero tax revenue for the CRA.

On December 7, 2015, Ordinance 15-49 amended the base year for computation of tax increment revenues specifying the use of the tax roll adopted by the Property Appraiser of Lake County, Florida for tax year 2015.

Source: Lake County Property Appraiser

CITY OF LEESBURG, FLORIDA
RATIOS OF OUTSTANDING DEBT BY TYPE
LAST TEN FISCAL YEARS

Fiscal Year	Governmental Activities			Business-Type Activities		Total Primary Government	% of Personal Income ¹	Per Capita ²
	Capital Improvement Bonds	Notes Payable	Capital Lease	Utility System Revenue Bonds	Notes Payable			
2011	\$ 29,960,000	\$ 7,027,950	\$ 234,469	\$ 81,514,599	\$ 13,665,000	\$ 132,402,018	21.24%	\$ 30,785
2012	29,575,000	11,145,788	199,297	79,968,888	12,705,971	133,594,944	20.16%	32,697
2013	29,575,000	9,905,310	162,648	79,968,888	17,635,000	137,246,846	19.96%	33,398
2014	29,120,000	8,624,202	124,460	79,968,888	32,038,000	149,875,550	18.51%	34,445
2015	28,500,000	8,310,998	84,668	62,871,451	30,991,000	130,758,117	17.45%	34,782
2016	28,500,000	8,310,998	84,668	72,494,584	30,991,000	140,381,250	15.34%	36,327
2017	28,500,000	8,310,998	84,668	70,707,186	30,991,000	138,593,852	14.06%	37,480
2018	12,780,000	16,597,400	209,243	68,474,788	13,121,000	111,182,431	11.77%	40,541
2019	12,235,000	16,158,400	873,393	66,152,389	12,088,000	107,507,182	10.55%	42,190
2020	11,670,000	15,587,400	774,745	63,764,992	26,119,000	117,916,137	12.46%	43,425

Notes: Details regarding the City's outstanding debt can be found in Note 8 of the Financial Statements.

¹See Demographic and Economic Statistics for personal income and population data.

²US Department of Commerce, Bureau of Economic Analysis (<http://bea.gov>) for Lake County. The actual per capita personal income for the City is not known. The County's per capita figures are multiplied by the City's population to determine the total personal income for the City.

CITY OF LEESBURG, FLORIDA
DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT
SEPTEMBER 30, 2020

<u>Taxing District</u>	<u>Debt Outstanding</u>	<u>Estimated Percentage Applicable</u>	<u>Estimated Share of Overlapping Debt</u>
Direct Debt – City of Leesburg			\$ 28,032,145
<u>Overlapping Debt</u>			
Lake County			
Board of County Commissioners	\$ 14,050,000	6.42%	902,125
School District	-	6.42%	-
Subtotal – Overlapping Debt			902,125
Total Direct and Overlapping Debt			<u>\$ 28,934,270</u>

Notes: The City has no general obligation debt. Utility revenue bonds are excluded.

Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the City. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of Leesburg. This process recognizes that, when considering the City's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt, of each overlapping government.

Sources: Lake County Board of County Commissioners

Lake County School District

Assessed value data used to estimate applicable percentage provided by the Lake County Property Appraiser.



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**CITY OF LEESBURG, FLORIDA
LEGAL DEBT MARGIN INFORMATION**

The City of Leesburg has no general obligation debt outstanding as of September 30, 2020.

There is no legal debt margin established for the City of Leesburg pursuant to Florida Statutes,
City ordinance or other laws applicable to the City of Leesburg.

**CITY OF LEESBURG, FLORIDA
PLEDGED REVENUE COVERAGE
CAPITAL IMPROVEMENT REVENUE BONDS/NOTES
SERIES 1999, 2004, 2009, & 2013
LAST TEN FISCAL YEARS**

	2011		2012		2013		2014	
Half-Cent Sales Tax ¹	\$	930,949	\$	913,146	\$	993,946	\$	1,069,082
Guaranteed Entitlement ²		309,234		309,234		309,234		309,234
Net Revenues Available		1,240,183		1,222,380		1,303,180		1,378,316
Debt Service on 1999 Bonds ⁵		-		-		-		-
Debt Service on Refunding Promissory Note, Series 2009 ⁶		528,880		478,474		478,778		478,608
Combined Refunded & Refunding Debt Service		528,880		478,474		478,778		478,608
Debt Service Coverage on Series 1999 Bonds & 2009 Note	2.34	X	2.55	X	2.72	X	2.88	X
2009 Senior Lien Note Required Minimum Coverage	1.30	X ³	1.30	X ³	1.30	X ³	1.30	X ³
Net Revenues Available After Debt Service on 1999 Bonds & 2009 Note		711,303		743,906		824,402		899,708
Plus Public Service Tax ⁴		3,182,188		3,102,871		3,195,794		3,255,533
Net Revenues Available		3,893,491		3,846,777		4,020,196		4,155,241
Debt Service on Series 2004 Bonds ⁷		1,108,485		1,106,460		746,685		-
Debt Service on Series 2013 Bonds ⁸		-		-		-		986,090
Debt Service Coverage on Series 2004 & 2013 Bonds	3.51	X	3.48	X	5.38	X	4.21	X
Required Minimum Coverage	1.30	X ³	1.30	X ³	1.30	X ³	1.30	X ³
Net Revenues Available after all Debt Service	\$	2,785,006	\$	2,740,317	\$	3,273,511	\$	3,169,151

Notes: ¹Gross Sales Tax Revenues are defined as the proceeds of the local governmental Half-Cent Sales Tax as described in Title XIV, Chapter 218, Part VI, Florida Statutes.

²Guaranteed Portion-State Revenue Sharing is the portion of state revenue sharing funds available to the City that are pledged, or set aside as a trust for the payment of principal or interest on the bonds pursuant to Title XIV, Chapter 218, Part II, Florida Statutes.

³1.30X Debt Service Coverage is not a Financial Covenant, rather an Additional Bonds Test Requirement. No additional senior lien parity bonds can be issued.

⁴Public Service Tax is a tax that may be levied by a municipality on the purchase of electricity, metered natural gas, liquefied petroleum gas, manufactured gas, and water service pursuant to Title XII, Chapter 166, Section 231, Florida Statutes.

**CITY OF LEESBURG, FLORIDA
PLEDGED REVENUE COVERAGE
CAPITAL IMPROVEMENT REVENUE BONDS/NOTES
SERIES 1999, 2004, 2009, & 2013
LAST TEN FISCAL YEARS**

2015			2016			2017			2018			2019			2020		
\$	1,162,792		\$	1,232,094		\$	1,289,822		\$	1,365,801		\$	1,365,903		\$	1,402,403	
	309,234			309,234			309,234			309,234			309,234			309,234	
	1,472,026			1,541,328			1,599,056			1,675,035			1,675,137			1,711,637	
	-			-			-			-			-			-	
	477,966			476,850			480,143			477,845			488,334			484,381	
	477,966			476,850			480,143			477,845			488,334			484,381	
	3.08	X		3.23	X		3.33	X		3.51	X		3.43	X		3.53	X
	1.30	X ³		1.30	X ³		1.30	X ³		1.30	X ³		1.30	X ³		1.30	X ³
	994,060			1,064,478			1,118,913			1,197,190			1,186,803			1,227,256	
	3,404,080			3,640,419			3,606,282			3,656,281			3,816,666			3,807,987	
	4,398,140			4,704,897			4,725,195			4,853,471			5,003,469			5,035,243	
	-			-			-			-			-			-	
	1,016,563			1,016,562			1,013,787			1,013,113			1,023,813			1,021,863	
	4.33	X		4.63	X		4.66	X		4.79	X		4.89	X		4.93	X
	1.30	X ³		1.30	X ³		1.30	X ³		1.30	X ³		1.30	X ³		1.30	X ³
\$	3,381,577		\$	3,688,335		\$	3,711,408		\$	3,840,358		\$	3,979,656		\$	4,013,380	

Notes: ⁵**Series 1999**
Resolution 5725, adopted August 12, 1999, the City authorized the issuance of the Refunding and Capital Improvement Revenue Bonds, Series 1999 pledging the revenues as defined in Notes 1 & 2.

⁶**Series 2009**
Resolution 8557, adopted October 26, 2009, the City authorized the issuance of a "bank qualified" loan to refund all of the outstanding Refunding and Capital Improvement Revenue Bonds, Series 1999 pledging the revenues as defined in Notes 1 & 2.

⁷**Series 2004**
Resolution 7162, adopted July 12, 2004, the City authorized the issuance of the Capital Improvement Revenue Bonds, Series 2004, that closed on August 4, 2004, pledging the net available revenues after considering the Series 1999 Bonds. In addition, Public Service Tax revenues were pledged to cover the Series 2004 Bonds as defined in Note 4.

⁸**Series 2013**
Resolutions 9181 and 9182, adopted April 22, 2013, the City authorized the Series 2013 Capital Improvement Bonds refunding the Series 2004 Bond issuance, pledging the net available revenues after considering the Series 2009 Note. In addition, Public Service Tax revenues were pledged to cover the Series 2013 Bonds.

**CITY OF LEESBURG, FLORIDA
 PLEDGED REVENUE COVERAGE
 SERIES 2015 GREATER LEESBURG CRA REVENUE NOTE
 LAST SIX FISCAL YEARS**

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Revenue:				
City of Leesburg	\$ 144,821	\$ 125,156	\$ 129,203	\$ 150,463
Lake County	204,013	175,790	175,852	204,824
Interest	<u>6,448</u>	<u>14,228</u>	<u>4,663</u>	<u>7,594</u>
Total	355,282	315,174	309,718	362,881
Debt Service on 2015 Note	6,224	80,343	100,510	101,313
Debt Service Coverage on Series 2015 Note	57.08 X	3.92 X	3.08 X	3.58 X
Net Revenues Available after Debt Service on 2015 Note	\$ 349,058	\$ 234,831	\$ 209,208	\$ 261,568

Note: This information is provided as part of the Financial Trend Data and should be presented in a ten year format. The current presentation begins with the first year of the Series 2015 Note.

Resolution 31 of the Greater Leesburg Community Redevelopment Agency, adopted January 12, 2015, authorized the issuance of the Redevelopment Revenue Note, Series 2015, a "qualified tax-exempt obligation". This note closed January 14, 2015.

Resolution 9533, of the City Commission of the City of Leesburg, adopted January 12, 2015, authorized and approved the issuance by the Greater Leesburg Community Redevelopment Agency of a \$1,000,000 principal amount Redevelopment Revenue Note, Series 2015. This resolution authorized the execution and delivery of an interlocal agreement, with said Community Redevelopment Agency, pursuant to which the City will covenant to budget and appropriate non-ad valorem revenues to make debt service payments, on said note, to the extent increment revenues are insufficient.

**CITY OF LEESBURG, FLORIDA
 PLEDGED REVENUE COVERAGE
 SERIES 2015 GREATER LEESBURG CRA REVENUE NOTE
 LAST SIX FISCAL YEARS**

	<u>2019</u>		<u>2020</u>
\$	179,769	\$	180,714
	254,818		248,674
	<u>8,214</u>		<u>4,730</u>
	442,801		434,118
	101,894		101,537
	4.35 X		4.28 X
\$	340,907	\$	332,581

**CITY OF LEESBURG, FLORIDA
PLEDGED REVENUE COVERAGE
US HIGHWAY 441 & 27 AREA CRA REVENUE BONDS, SERIES 2009
TAX INCREMENT REFUNDING REVENUE NOTE, SERIES 2016
LAST TEN FISCAL YEARS**

	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Revenue:				
City of Leesburg	\$ 148,248	\$ -	\$ -	\$ -
Lake County	178,512	-	-	-
Interest	<u>27,404</u>	<u>10,292</u>	<u>41,694</u>	<u>9,612</u>
Total	354,164	10,292	41,694	9,612
Debt Service on 2009 Bonds	695,431	695,131	799,831	801,231
Debt Service on 2016 Note	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Debt Service	695,431	695,131	799,831	801,231
Debt Service Coverage on all Debt	0.51 X	0.01 X	0.05 X	0.01 X
Net Revenues Available after all Debt Service	\$ (341,267) ¹	\$ (684,839) ¹	\$ (758,137) ¹	\$ (791,619) ¹

Note: This information is provided as part of the Financial Trend Data and should be presented in a ten year format. The current presentation begins with the first year of the Series 2009 Bonds.

Resolution 10 of the Community Redevelopment Agency for the U.S. Highway 441 & 27 Area, adopted October 12, 2009, authorized the issuance of the Tax Increment Revenue Bonds, Series 2009 to refinance the Agency's Subordinate Capital Improvement Bond Anticipation Note, Series 2008 to finance the construction of projects in the redevelopment area. The pledged revenues are the tax increment revenues and amounts held in the funds and accounts established by this agreement.

Resolution 8525, adopted October 12, 2009, the City authorized the issuance of the Tax Increment Revenue Bonds, Series 2009 for the Community Redevelopment Agency for the US Highway 441 & 27 Area.

Resolution 30 of the Community Redevelopment Agency for the U. S. Highway 441 & 27 Area adopted November 28, 2016, authorized the issuance of the Tax Increment Refunding Revenue Note, Series 2016 to advance refund the Agency's outstanding Tax Increment Revenue Bonds, Series 2009. The pledged revenues are the tax increment revenues and amounts held in the funds and accounts established by this agreement.

Resolution 9922, adopted November 28, 2016, the City authorized the issuance of the Tax Increment Refunding Revenue Note, Series 2016 for the Community Redevelopment Agency for the U. S. Highway 441 & 27 Area.

¹Due to the downturn in property values, the debt service payment for the Series 2009 Bonds is being paid from the bond proceeds in accordance with bond covenants.

²Due to the downturn in property values, the debt service payment for the Series 2016 Note is being paid from the note proceeds and other note created funds in accordance with note covenants.

**CITY OF LEESBURG, FLORIDA
 PLEDGED REVENUE COVERAGE
 US HIGHWAY 441 & 27 AREA CRA REVENUE BONDS, SERIES 2009
 TAX INCREMENT REFUNDING REVENUE NOTE, SERIES 2016
 LAST TEN FISCAL YEARS**

<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
\$ -	\$ -	\$ 41,024	\$ 145,189	\$ 231,139	\$ 327,452
-	-	49,334	191,783	321,946	444,693
<u>9,061</u>	<u>9,061</u>	<u>16,645</u>	<u>15,702</u>	<u>42,501</u>	<u>36,974</u>
9,061	9,061	107,003	352,674	595,586	809,119
797,481	903,419	397,950	-	-	-
<u>-</u>	<u>-</u>	<u>178,961</u>	<u>367,928</u>	<u>375,078</u>	<u>486,517</u>
797,481	903,419	576,911	367,928	375,078	486,517
0.01 X	0.01 X	0.19 X	0.96 X	1.59 X	1.66 X
\$ (788,420) ¹	\$ (894,358) ¹	\$ (469,908) ²	\$ (15,254) ²	\$ 220,508	\$ 322,602

**CITY OF LEESBURG, FLORIDA
PLEDGED REVENUE COVERAGE
ELECTRIC SYSTEM REVENUE BONDS/NOTES
SERIES 2004, 2007A, 2007B, 2010, 2013, 2014, 2016, & 2020
LAST TEN FISCAL YEARS**

	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Gross Revenues¹	\$ 62,355,773	\$ 57,419,323	\$ 62,808,975	\$ 60,924,004
Less Operation and Maintenance Expenses ²	49,169,688	45,244,248	47,863,727	50,744,245
Net Revenues Available³	13,186,085	12,175,075	14,945,248	10,179,759
Debt Service on 2004 Bonds ⁴	1,093,025	1,093,025	1,090,160	742,180
Debt Service on 2007A Bonds ⁵	551,906	551,906	551,906	551,906
Debt Service on 2007B Bonds ⁵	945,283	945,283	939,469	940,011
Debt Service on 2010 Note ⁶	4,004	2,852	48,898	48,898
Debt Service on 2013 Note ⁷	-	-	84,360	273,600
Debt Service on 2014 Note ⁸	-	-	-	300,378
Debt Service on 2016 Bond ⁹	-	-	-	-
Debt Service on 2016 Note ¹⁰	-	-	-	-
Debt Service on 2020 Note ¹¹	-	-	-	-
Total Debt Service	2,594,218	2,593,066	2,714,793	2,856,973
Debt Service Coverage	5.08 X	4.70 X	5.51 X	3.56 X
Required Minimum Coverage	1.25 X	1.25 X	1.25 X	1.25 X
Total Net Revenues less Electric Utility Debt Service	\$ 10,591,867	\$ 9,582,009	\$ 12,314,815	\$ 7,322,786

Notes: ¹Gross Revenues are defined as all income and earnings derived by the City from the ownership, operation, leasing, or use of the system, and investment income excluding capital expansion and system improvement grants.

²Operation and Maintenance Expenses are defined as the cost of operation and maintenance as current expenses, paid or accrued, less depreciation and amortization expense.

³Net Revenues are defined as gross revenues less operation and maintenance expenses.

⁴Series 2004

Resolution 7141 and supplemented by Resolution 7142, adopted June 14, 2004, the City authorized the issuance of the Electric System Revenue Bonds, Series 2004, that closed on July 14, 2004, pledging the net revenues derived by the City from the operation of the Electric System.

⁵Series 2007A & 2007B

Resolution 7964, adopted July 23, 2007, the City amended Resolution 7141 for the purpose of authorizing the issuance of the Electric System Revenue Bonds Series 2007A and Taxable Electric System Revenue Bonds, Series 2007B ("Series 2007 Bonds") on a parity with the City's outstanding Electric System Revenue Bonds, Series 2004.

**CITY OF LEESBURG, FLORIDA
PLEDGED REVENUE COVERAGE
ELECTRIC SYSTEM REVENUE BONDS/NOTES
SERIES 2004, 2007A, 2007B, 2010, 2013, 2014, 2016, & 2020
LAST TEN FISCAL YEARS**

2015	2016	2017	2018	2019	2020
\$ 59,587,185	\$ 61,069,325	\$ 63,322,570	\$ 61,851,781	\$ 63,315,971	\$ 58,826,236
46,454,026	46,934,467	50,150,411	48,265,420	49,535,075	46,588,490
13,133,159	14,134,858	13,172,159	13,586,361	13,780,896	12,237,746
742,180	-	-	-	-	-
551,906	551,906	551,906	-	-	-
939,425	939,425	946,008	947,461	963,490	959,875
-	-	-	-	-	-
619,747	619,747	-	-	-	-
622,788	622,788	-	-	-	-
-	-	582,526	1,125,600	1,129,150	1,132,450
-	-	537,202	596,502	600,686	600,487
-	-	-	-	-	-
3,476,046	2,733,866	2,617,642	2,669,563	2,693,326	2,692,812
3.78 X	5.17 X	5.03 X	5.09 X	5.12 X	4.54 X
1.25 X	1.25 X	1.25 X	1.25 X	1.25 X	1.25 X
\$ 9,657,113	\$ 11,400,992	\$ 10,554,517	\$ 10,916,798	\$ 11,087,570	\$ 9,544,935

Notes: ⁶**Series 2010**
Resolution 8692, adopted August 4, 2010, the City authorized the issuance of an "up to \$20,000,000" Note with a 3 year interest only drawdown facility.

⁷**Series 2013**
Resolution 9199, adopted May 28, 2013, the City authorized the Series 2013 Electric System Note refunding the Electric System Revenue Note, Series 2010 on a parity with the existing Electric System Bonds.

⁸**Series 2014**
Resolution 9366, adopted March 10, 2014, the City authorized the Series 2014 Electric System Refunding Revenue Note to refund the Electric System Revenue Bonds, Series 2004 on a parity with the existing Electric System Bonds & Note.

⁹**Series 2016**
Resolutions 9792 and 9793, adopted May 9, 2016, the City authorized the Series 2016 Electric System Refunding Revenue Bond to advance refund the outstanding Electric System Revenue Bonds, Series 2007A, and current refund the outstanding Electric System Refunding Revenue Note, Series 2014 on a parity with the existing Electric System Bonds & Note. Payments for the debt service begin October 1, 2016 and are due Semi-annually April 1 and October 1 thereafter.

¹⁰**Series 2016**
Resolution 9816, adopted June 13, 2016, the City authorized the Series 2016 Electric System Refunding Revenue Note to refund all of the City's Electric System Refunding Revenue Note, Series 2013 on a parity with the existing Electric System Bonds & Note. Payments for the debt service begin October 1, 2016 and are due Semi-annually April 1 and October 1 thereafter.

¹¹**Series 2020**
Resolution 10,683, adopted July 16, 2020, the City authorized the issuance of Series 2020 Electric System Revenue Note on a parity with the existing Electric System Revenue Bonds, 2007B, outstanding Electric System Refunding Revenue Note, Series 2016, and outstanding Electric System Refunding Revenue Bonds, Series 2016. Payments for the debt service begin October 1, 2020 and are due Semi-annually April 1 and October 1 thereafter.

**CITY OF LEESBURG, FLORIDA
PLEDGED REVENUE COVERAGE
UTILITY SYSTEM REVENUE BONDS/NOTES
(GAS, WATER AND WASTEWATER SYSTEMS)
SERIES 2004, 2007A, 2007B, 2010, 2013, 2016, & 2020
LAST TEN FISCAL YEARS**

	2011	2012	2013	2014
Gross Revenues¹	\$ 25,678,857	\$ 23,727,878	\$ 24,885,126	\$ 24,539,498
Less Expenses ²	15,651,085	14,382,430	16,075,773	14,834,367
Net Revenues Available³	10,027,772	9,345,448	8,809,353	9,705,131
Debt Service on 2004 Bonds ⁴	1,507,254	1,504,074	1,009,462	-
Debt Service on 2007A Bonds ⁵	1,338,444	1,339,844	1,345,444	1,335,844
Debt Service on 2007B Bonds ⁵	81,065	79,885	78,705	82,230
Debt Service on 2010 Note ⁶	317,615	355,690	358,573	356,455
Debt Service on 2013 Bonds ⁷	-	-	281,985	1,437,331
Debt Service on 2016 Bonds ⁸	-	-	-	-
Debt Service on 2020 Note ⁹	-	-	-	-
Total Debt Service	3,244,378	3,279,493	3,074,169	3,211,860
Debt Service Coverage	3.09 X	2.85 X	2.87 X	3.02 X
Required Minimum Coverage	1.15 X	1.15 X	1.15 X	1.15 X
Plus Capacity Charges	45,404	24,701	26,171	179,333
Debt Service Coverage inclusive of Capacity Charges	3.10 X	2.86 X	2.87 X	3.08 X
Required Minimum Coverage inclusive of Capacity Charges	1.25 X	1.25 X	1.25 X	1.25 X
Total Net Revenues less Utility Debt Service	\$ 6,828,798	\$ 6,090,656	\$ 5,761,355	\$ 6,672,604

Notes: ¹Gross Revenues are defined pursuant to Resolution 7143 adopted June 14, 2004, as all income and earnings derived by the City from the ownership, operation, leasing, or use of the system, and investment income, excluding capital expansion and system improvement grants.

²Expenses are defined as Operation and Maintenance Expenses paid or accrued, less depreciation and amortized expenses.

³Net Revenues and Pledged Revenues are defined as gross revenues less operation and maintenance expenses plus capacity charges.

⁴Series 2004

Resolution 7143 and supplemented by Resolution 7144, adopted June 14, 2004, the City authorized the issuance of the Utility System Revenue Bonds, Series 2004, that closed on July 14, 2004.

⁵Series 2007A & 2007B

Resolution 7965, adopted July 23, 2007, the City amended Resolution 7143 authorizing the issuance of the Utility System Revenue Bonds Series 2007A and Taxable Utility System Revenue Bonds, Series 2007B ("Series 2007 Bonds") on a parity with the City's outstanding Utility System Revenue Bonds, Series 2004.

**CITY OF LEESBURG, FLORIDA
PLEDGED REVENUE COVERAGE
UTILITY SYSTEM REVENUE BONDS/NOTES
(GAS, WATER AND WASTEWATER SYSTEMS)
SERIES 2004, 2007A, 2007B, 2010, 2013 & 2016
LAST TEN FISCAL YEARS**

	2015		2016		2017		2018		2019		2020
\$	24,393,186	\$	24,370,859	\$	25,126,511	\$	25,251,640	\$	32,058,160	\$	29,438,152
	13,601,215		13,398,493		14,412,658		15,160,217		16,252,144		15,434,625
	10,791,971		10,972,366		10,713,853		10,091,423		15,806,016		14,003,527
	-		-		-		-		-		-
	1,335,644		1,342,744		441,038		438,869		-		-
	80,755		80,755		83,100		81,330		83,380		86,315
	806,242		815,751		815,751		828,769		868,726		864,014
	1,384,031		1,383,907		1,379,881		1,381,481		1,394,994		1,394,194
	-		-		547,034		705,850		1,161,850		1,157,900
	-		-		-		-		-		116,875
	3,606,672		3,623,157		3,266,804		3,436,299		3,508,950		3,619,297
	2.99 X		3.03 X		3.28 X		2.94 X		4.50 X		3.87 X
	1.15 X		1.15 X		1.15 X		1.15 X		1.15 X		1.15 X
	279,359		379,060		439,237		469,336		392,142		742,143
	3.07 X		3.13 X		3.41 X		3.07 X		4.62 X		4.07 X
	1.25 X		1.25 X		1.25 X		1.25 X		1.25 X		1.25 X
\$	7,464,658	\$	7,728,269	\$	7,886,286	\$	7,124,460	\$	12,689,208	\$	11,126,373

Notes: ⁶**Series 2010**

Resolution 8673, adopted June 28, 2010, the City authorized the issuance of an \$8,000,000 note that fully paid off a prior \$8,000,000 Plantation System seller's note. This prior note was part of the purchase price for this \$15,000,000 utility, and the 2010 note is on parity with the 2004 and 2007A&B bonds.

⁷**Series 2013**

Resolution 9183 and 9184, adopted April 22, 2013, the City authorized the Series 2013 Utility System Revenue Bonds refunding the Series 2004 Utility System Revenue Bonds and is on a parity with the City's other Utility System Revenue Bonds.

⁸**Series 2016**

Resolutions 9794 and 9795, adopted May 9, 2016, the City authorized the Series 2016 Utility System Refunding Revenue Bonds to refund the City's outstanding Utility System Revenue Bonds, Series 2007A maturing on and after October 1, 2018, on a parity with the existing Utility System Bonds & Note. Payments for the debt service began October 1, 2016 and are due semi-annually April 1 and October 1 thereafter.

⁹**Series 2020**

Resolution 10,625, adopted April 16, 2020, the City authorized the issuance of an \$15,000,000 note that is on parity with the City's outstanding Taxable Utility Refunding Revenue Bonds, Series 2007B, Utility System Revenue Refunding Note, Series 2010, and Utility Systems Refunding Revenue Bonds, Series 2016.

**CITY OF LEESBURG, FLORIDA
DEMOGRAPHIC AND ECONOMIC STATISTICS
LAST TEN CALENDAR YEARS**

Fiscal Year	Population ¹	Personal Income (thousands of dollars) ²	Lake County Per Capita Personal Income ³	Median Age ⁴	Unemployment Rate ⁵		
					Lake County	Florida	United States
2011	20,251	\$ 623,427	\$ 30,785	41.9	10.2%	9.8%	8.2%
2012	20,263	662,539	32,697	42.6	8.4%	8.2%	7.5%
2013	20,761	693,376	33,398	41.0	6.3%	6.4%	7.0%
2014	21,057	725,308	34,445	40.2	5.8%	5.8%	5.8%
2015	21,547	749,448	34,782	40.2	5.1%	5.2%	5.1%
2016	22,000	799,194	36,327	37.8	4.8%	5.0%	4.8%
2017	21,913	838,523	38,266	37.8	3.4%	3.7%	4.1%
2018	23,297	944,484	40,541	37.8	2.9%	3.0%	3.6%
2019	23,993	1,012,265	42,190	38.3	2.9%	3.0%	3.3%
2020	24,539	1,065,606	43,425	34.0	7.4%	7.2%	7.7%

Sources: ¹Florida Bureau of Economic and Business Research (BEBR) as of April 1, 2020.

²The actual per capita personal income for the City is not known. The County's per capita figures are multiplied by the City's population to determine the total personal income for the City.

³U.S. Department of Commerce, Bureau of Economic Analysis (<http://bea.gov>)

⁴U. S. Census Bureau 2013-2017 American Community Survey 5-Year Estimates (<http://factfinder.census.gov>)

⁵State of Florida, Department of Labor and Employment Security, Bureau of Labor Market Information (<http://freida.labormarketinfo.com>) as of September 2020.

**CITY OF LEESBURG, FLORIDA
PRINCIPAL EMPLOYERS
CURRENT YEAR AND NINE YEARS AGO**

Employer¹	2020			2011		
	Employees¹	City Rank	Percentage of Total County Employment	Employees³	City Rank	Percentage of Total County Employment
UF Health Leesburg (fka CFHA)	1,696	1	1.12%	2,355	1	1.72%
Lake County School District (fka LCSB)	754	2	0.50%	671	2	0.49%
City of Leesburg	493	3	0.33%	505	5	0.37%
Lifestream Behavioral Center	446	4	0.29%	550	3	0.40%
First Baptist Church of Leesburg	364	5	0.24%	-	-	-
Lake Port Properties	345	6	0.23%	400	6	0.29%
Publix (3 stores 2020, 2 stores 2011)	336	7	0.22%	275	8	0.20%
Wal-Mart Stores, Inc.	320	8	0.21%	-	-	-
Lake Sumter State College	184	9	0.12%	521	4	0.38%
Cutrale Citrus Juice USA, Inc	180	10	0.12%	300	7	0.22%
Leware Construction Company	165	11	0.11%	-	-	-
Lowe's	163	12	0.11%	-	-	-
Electric Services Inc.	-	-	-	232	10	0.17%
Lake-Sumter EMS	-	-	-	260	9	0.19%
Total	<u>5,446</u>		<u>3.59%</u>	<u>6,069</u>		<u>4.43%</u>
Lake County Labor Force²	<u>151,655</u>			<u>136,860</u>		

Sources: ¹City of Leesburg 2021 Annual Budget

²Labor Force data for Lake County, Florida Labor Market Statistics, September 2020 <http://freida.labormarketinfo.com>

³City of Leesburg 2011 CAFR

CITY OF LEESBURG, FLORIDA
FULL-TIME EQUIVALENT CITY GOVERNMENT EMPLOYEES BY FUNCTION
LAST TEN FISCAL YEARS

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
General Government:										
Legislative	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
Executive	6.00	6.00	6.00	6.00	5.90	4.90	5.90	6.90	5.90	5.65
Finance	47.00	47.00	46.00	46.00	40.00	42.00	41.00	41.00	41.35	42.35
Human Resources	6.00	6.00	6.00	4.85	4.95	4.95	3.95	3.95	4.20	4.20
Information Technology (MIS)	11.50	11.50	12.50	12.50	10.00	11.00	11.00	11.00	11.50	11.50
Police:										
Officers	72.25	72.25	72.25	72.00	72.00	65.00	65.00	71.00	71.00	71.00
Civilians	34.00	34.00	34.00	23.00	23.00	25.00	26.00	27.00	29.00	30.00
Fire:										
Firefighters and Officers	59.00	59.00	60.00	57.00	52.00	46.00	46.00	46.00	46.00	49.00
Civilians	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	2.00	2.00
GIS / Engineering	3.50	4.50	5.50	5.50	5.00	5.00	5.00	5.00	4.50	4.50
Public Works	15.10	15.10	6.10	33.10	24.10	23.60	24.60	25.60	25.60	25.85
Planning & Zoning	4.95	2.95	2.95	2.95	2.95	4.25	5.25	5.25	6.25	6.25
Housing & Economic Development	4.00	2.00	2.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Library	23.65	23.65	23.65	21.79	22.64	22.30	22.97	20.15	21.75	21.00
Recreation	37.00	33.00	36.00	8.10	15.00	15.00	15.00	16.00	16.00	19.00
Airport ¹	1.00	1.00	1.00	2.00	-	-	-	-	-	-
Subtotal for Governmental Activities	330.95	323.95	319.95	301.79	284.54	276.00	278.67	285.85	291.05	298.30
Business-Type:										
Electric	51.00	48.00	53.00	52.00	47.00	46.00	45.00	45.00	45.00	45.00
Gas	19.00	23.00	23.00	23.00	22.00	20.00	20.00	20.00	23.00	23.00
Water	36.00	26.50	27.00	26.50	26.00	24.75	26.75	26.75	27.70	27.75
Wastewater	44.00	45.50	45.00	45.84	43.34	43.09	42.09	42.09	41.04	41.29
Stormwater	4.00	5.00	5.00	5.66	5.66	5.66	5.66	5.66	5.66	6.01
Communications	5.00	5.00	6.00	7.00	6.00	6.00	6.00	6.00	-	-
Solid Waste	17.90	17.90	17.90	16.90	16.90	16.90	16.90	16.90	17.00	16.10
Airport ¹	-	-	-	-	2.10	2.10	2.10	2.10	2.10	2.10
Carver Heights CRA	-	-	-	-	-	-	-	-	-	-
Health Insurance	-	-	-	0.80	0.80	0.80	0.80	0.80	0.80	0.80
Workers Compensation	-	-	-	0.25	0.25	0.25	0.25	0.25	0.65	0.65
Fleet Services	-	-	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00
Affordable Housing	-	-	-	-	1.00	1.00	1.00	1.00	1.00	1.00
Building Permits	4.05	4.05	4.05	4.05	5.05	4.75	7.75	8.75	8.75	10.00
Subtotal for Business-Type Activities	180.95	174.95	188.95	190.00	184.10	179.30	182.30	183.30	180.70	181.70
Total	511.90	498.90	508.90	491.79	468.64	455.30	460.97	469.15	471.75	480.00

Note: ¹ Airport became its own Business-Type fund in 2015 and no longer has governmental employees.

Source: City Annual Budget. Library FTEs per City payroll records due to large number of part-time employees.

CITY OF LEESBURG, FLORIDA
OPERATING INDICATORS BY FUNCTION
LAST TEN FISCAL YEARS

Function	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Police										
Responses to calls for service	53,024	51,837	50,312	49,936	53,838	52,740	57,820	62,261	67,832	67,832
Part I crimes	1,246	1,235	1,170	1,191	1,300	1,303	1,543	1,402	1,372	1,372
Traffic crashes & citations	6,327	7,120	6,808	4,704	4,440	4,225	5,793	4,997	5,103	3,708
Fire										
Emergency responses	6,581	7,233	6,238	6,471	8,610	10,112	10,833	10,642	10,565	9,988
Inspections	374	215	169	202	210	768	376	102	69	111
Pre-fire plans	107	44	5	5	35	600	20	1	5	16
Solid Waste										
Residential tons taken to incinerator	8,552	8,036	7,875	8,633	8,293	8,814	9,972	9,089	9,317	9,817
Residential tons of recyclables	393	389	409	427	421	497	577	628	642	717
Hand commercial collected	624	588	600	483	446	434	476	523	532	455
Commercial dumpster collected	12,902	11,743	11,978	12,533	12,041	12,959	14,190	13,292	13,546	12,877
Fleet Maintenance										
Vehicles owned by the City	598	589	537	559	543	580	562	550	580	575
Percent maintained by Fleet	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Preventive maintenance complete	736	468	524	635	853	853	865	568	883	1,053
Community Development										
Building permits issued within the City	1,318	1,210	1,491	1,568	1,820	1,539	2,212	3,506	3,680	4,413
Construction value of permits (thousands)	\$ 35,953	\$ 19,419	\$ 20,596	\$ 28,799	\$ 34,907	\$ 67,028	\$ 197,362	\$ 479,356	\$ 643,048	\$ 629,095
Culture and Recreation										
Youth programs	36	34	36	36	37	37	37	38	38	38
Number of bookings at rental facilities	2,368	2,269	2,006	1,348	1,554	1,973	1,443	1,321	1,274	1,045
Total service hours	6,075	6,279	5,791	3,901	3,957	5,992	6,907	6,762	6,540	5,406
Participants using the pools ¹	8,462	6,418	9,558	6,995	9,125	11,092	25,519	20,394	17,147	8,310
Library service hours	2,594	2,610	2,624	2,642	2,607	2,623	2,590	2,575	2,676	2,246
Circulation - Adults	257,912	257,037	257,037	257,037	243,360	240,672	222,354	214,130	220,078	191,086
Circulation - Juvenile	74,245	83,174	87,151	80,931	83,263	72,223	76,021	67,441	75,789	95,543
Internet use	153,092	141,924	115,637	106,848	104,318	98,238	81,805	50,373	57,751	63,834
Electric										
Number of residential customers	17,666	17,608	17,867	17,944	18,321	23,233	23,886	22,942	24,128	24,954
Average daily consumption (KWh)	32.65	25.74	30.89	30.56	31.66	31.76	29.99	30.90	32.84	32.74
Gas										
Number of residential customers ²	11,241	11,141	11,180	11,205	11,169	11,199	11,239	11,285	14,009	12,052
Average daily consumption (therms) ³	0.56	0.41	0.47	0.52	0.50	0.43	0.39	0.48	0.36	0.41
Water										
Number of residential customers	17,896	18,058	18,278	19,077	18,899	19,764	20,031	20,031	20,031	21,955
Average daily consumption (gallons)	490.05	425.30	404.31	387.38	368.80	404.78	399.38	399.38	466.85	335.43
Wastewater										
Number of residential customers	13,243	13,319	13,487	13,529	13,743	15,714	15,732	16,146	17,630	15,249
Average daily sewage treatment (gallons)	175.18	195.21	177.95	229.14	203.74	178.19	203.41	198.19	181.51	209.85

Note: ¹Increase in participants using the pools in FY17 is the result of the addition of the Splash Pad in the summer of 2017.

²Increase in gas number of residential customers in FY19 is the result of installing new services in The Villages.

³Decrease in gas average daily consumption (therms) in FY19 is due to new customers in The Villages did not use gas for the entire year and are not using gas furnaces.

Source: Various City departments

CITY OF LEESBURG, FLORIDA
CAPITAL ASSET STATISTICS BY FUNCTION
LAST TEN FISCAL YEARS

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Function										
Public Safety										
Police stations	1	1	1	1	1	1	1	1	1	1
Fire stations	4	4	4	4	4	4	4	4	4	4
Solid Waste										
Collection Trucks	17	18	15	15	18	18	20	20	19	19
Annexation Acres	316.65	18.88	11.91	19.68	34.46	474	712	359	-	-
Corporate Limits										
Acres	25,106	25,125	25,137	25,157	25,191	26,986	27,698	28,057	28,057	27,280
Square Miles	39.23	39.26	39.27	39.31	39.36	42.17	43.27	43.84	43.84	42.62
Streets										
Paved (miles)	83.1	83.1	83.1	83.1	83.1	83.1	83.1	83.1	83.2	83.2
Unpaved (miles)	1.9	1.9	1.9	1.9	1.9	1.9	1.9	1.9	1.8	1.8
Culture and Recreation										
Rental facilities	225	25	25	25	25	25	25	25	25	25
Museum	1	1	1	1	1	1	1	1	1	1
Parks facilities managed	23	25	25	45	45	45	45	46	46	46
Parks acreage	300	360	360	360	360	363	363	367	367	367
Library facilities	1	1	1	1	1	1	1	1	1	1
Volumes in collection	135,996	142,441	145,961	132,656	132,960	138,570	141,159	136,997	129,492	123,323
Electric										
Primary electric lines within the city (miles)	443	445	453	482	486	489	490	493	500	523
Overhead conductor replaced (feet)	59,000	2,000	2,000	6,000	1,100	5,000	9,580	4,800	5,090	13,772
Underground primary conductor replaced (feet)	12,000	2,500	7,400	5,000	9,000	12,530	7,000	1,000	6,907	73,866
Gas										
Gas mains (miles)	240	240	240	240	243	243	245	246	250	252
Gate stations	2	2	2	2	2	2	2	2	2	3
Water										
Water mains (miles)	375	332	332	332	332	335	335	337	333	333
Maximum capacity (millions of gallons)	28	28	28	28	28	28	29	29	29	29
Deep wells	19	19	19	19	19	19	18	18	18	18
Wastewater										
Sewers force mains (miles)	81	87	88	88	88	89	85	86	86	86
Sewers gravity lines (miles)	169	178	179	179	182	182	175	176	180	180
Lift stations	173	174	174	174	174	174	174	174	175	175
Disposal plants	2	2	2	2	2	2	2	2	2	2
Maximum capacity (millions of gallons per day)	6.50	6.50	6.50	6.50	6.50	6.50	6.50	6.50	6.50	6.50

Source: Various City departments



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COMPLIANCE SECTION

CITY OF LEESBURG, FLORIDA
SCHEDULE OF EXPENDITURES OF STATE FINANCIAL ASSISTANCE
FOR THE YEAR ENDED SEPTEMBER 30, 2020

<u>State Grantor/Pass-Through Grantor/Project Title</u>	<u>CSFA Number</u>	<u>Grant Number/Pass Through Grantor's Number</u>	<u>State Expenditures</u>
<u>Florida Department of Transportation</u>			
Aviation Development Grants:			
Direct:			
T-Hangers - Design & Bidding Services	55.004	G1572	\$ 726,428
Apron Rehabilitation Project	55.004	G1L74	50,400
U.S. Customs and Border Patrol	55.004	G1H86	26,840
Air Traffic Control Tower Equipment	55.004	G1L69	73,896
Total Florida Department of Transportation			<u>877,564</u>
Total Expenditures of State Financial Assistances			<u><u>\$ 877,564</u></u>

See notes to the Schedule of Expenditures of State Financial Assistance on the next page.

CITY OF LEESBURG, FLORIDA
SCHEDULE OF EXPENDITURES OF STATE FINANCIAL ASSISTANCE
FOR THE YEAR ENDED SEPTEMBER 30, 2020

NOTES TO THE SCHEDULE OF EXPENDITURES OF STATE FINANCIAL ASSISTANCE:

NOTE 1 - REPORTING ENTITY

For reporting entity purposes, the Schedule of Expenditures of State Financial Assistance includes only the activities of the primary government of the City of Leesburg, Florida (the "City"). The information in this schedule is presented in accordance with the requirements of Chapter 10.550, Rules of the Auditor General.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Schedule of Expenditures of State Financial Assistance is prepared on the modified accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America as applicable to governmental organizations.

NOTE 3 - CONTINGENCIES

Grant monies received by the City are for specific purposes and are subject to review by the grantor agencies. Such audits may result in requests for reimbursement due to disallowed expenditures. Based upon prior experience, the City does not believe such disallowances, if any, would have a material effect on the financial position of the City. As of September 30, 2020, there were no material questioned or disallowed costs as a result of grant audits in process or completed of which management was aware. Any adjustments as a result of grant findings are recorded in the year the adjustment occurs.



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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

The Honorable Mayor and
Members of the City Commission
City of Leesburg, Florida

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Leesburg, Florida, (the City) as of and for the fiscal year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated March 16, 2021.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The Honorable Mayor and
Members of the City Commission
City of Leesburg, Florida

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's basic financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, grant agreements and contracts, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

We reported certain other matters to management of the City in a separate letter dated March 16, 2021.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

MSL, P.A.

Certified Public Accountants

Orlando, Florida
March 16, 2021



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR STATE
PROJECT AND ON INTERNAL CONTROL OVER COMPLIANCE AND REPORT ON
THE SCHEDULE OF EXPENDITURES OF STATE FINANCIAL ASSISTANCE
REQUIRED BY CHAPTER 10.550, *RULES OF THE AUDITOR GENERAL***

The Honorable Mayor and
Members of the City Commission
City of Leesburg, Florida

Report on Compliance for Each Major State Project

We have audited the compliance of the City of Leesburg, Florida, (the City) with the types of compliance requirements described in the Florida Department of Financial Services *State Compliance Supplement* that could have a direct and material effect on each of the City's major state projects for the fiscal year ended September 30, 2020. The City's major state projects are identified in the Summary of Auditor's Results section of the accompanying Schedule of Findings and Questioned Costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its state projects.

Auditor's Responsibility

Our responsibility is to express an opinion on the City's compliance based on our audit. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and Chapter 10.550, *Rules of the Auditor General*. Those standards and Chapter 10.550, *Rules of the Auditor General* require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major state project identified in the accompanying Schedule of Findings and Questioned Costs occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major state project. However, our audit does not provide a legal determination of the City's compliance.

Opinion on Each Major State Project

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major state projects for the fiscal year ended September 30, 2020.

The Honorable Mayor and
Members of the City Commission
City of Leesburg, Florida

Report on Internal Control over Compliance

The management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of requirements referred to above. In planning and performing our audit, we considered the City's internal control over compliance with the requirements that could have a direct and material effect on each major state project to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major state project and to test and report on internal control over compliance in accordance with Chapter 10.550, *Rules of the Auditor General*, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a state project on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a state project will not be prevented, or detected and corrected on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a state project that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of Chapter 10.550, *Rules of the Auditor General*. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of State Financial Assistance Required by Chapter 10.550, *Rules of the Auditor General*

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of and for the fiscal year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We have issued our report thereon dated March 16, 2021, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying Schedule of Expenditures of State Financial Assistance is presented for the purposes of additional analysis, as required by Chapter 10.550, *Rules of the Auditor General*, and is not a required part of the basic financial statements.

The Honorable Mayor and
Members of the City Commission
City of Leesburg, Florida

**Report on Schedule of Expenditures of State Financial Assistance Required by
Chapter 10.550, *Rules of the Auditor General (Cont.)***

Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of State Financial Assistance is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

MSL, P.A.

Certified Public Accountants

Orlando, Florida
March 16, 2021

CITY OF LEESBURG, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

For the Year Ended September 30, 2020

Section I - Summary of Independent Auditor's Results

Financial Statements

Type of Auditor's Report Issued:

Unmodified Opinion

Internal control over financial reporting:

- Material weakness(es) identified? ☐ Yes ☒ No
- Significant deficiency(ies) identified? ☐ Yes ☒ None reported

Noncompliance material to financial statements noted?

☐ Yes ☒ No

State Financial Assistance

Internal control over major projects:

- Material weakness(es) identified? ☐ Yes ☒ No
- Significant deficiency(ies)? ☐ Yes ☒ None reported

Type of report issued on compliance for
major state projects:

Unmodified Opinion

Any audit findings disclosed that are required to be
reported in accordance with Chapter 10.557, *Rules of the
Auditor General*?

☐ Yes ☒ No

Identification of Major Projects:

CSFA Number

55.004

Name of State Project

Aviation Grant Programs

Dollar threshold used to distinguish between
Type A and Type B projects:

\$300,000

CITY OF LEESBURG, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS *(Continued)*

For the Year Ended September 30, 2020

Section II - Findings Related to the Financial Statement Audit, as required to be reported in accordance with *Government Auditing Standards*

No matters are reported.

Section III - State Financial Assistance Findings and Questioned Costs Section reported in accordance with Chapter 10.550, *Rules of the Auditor General*

No matters are reported.

CITY OF LEESBURG, FLORIDA
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
For the Year Ended September 30, 2020

Prior Year Audit Findings

No matters were reported over state financial assistance in the prior year.



INDEPENDENT ACCOUNTANT'S REPORT

The Honorable Mayor and
Members of the City Commission
City of Leesburg, Florida

We have examined the compliance of the City of Leesburg, Florida (the City) with the requirements of Section 218.415, Florida Statutes, during the fiscal year ended September 30, 2020. Management is responsible for the City's compliance with those requirements. Our responsibility is to express an opinion on the City's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the City complied with those requirements. An examination involves performing procedures to obtain evidence about the City's compliance with those requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the City's compliance with specified requirements.

In our opinion, the City complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2020.

MSL, P.A.

Certified Public Accountants

Orlando, Florida
March 16, 2021



INDEPENDENT AUDITOR'S MANAGEMENT LETTER

The Honorable Mayor and
Members of the City Commission
City of Leesburg, Florida

Report on the Financial Statements

We have audited the financial statements of the City of Leesburg, Florida (the City) as of and for the fiscal year ended September 30, 2020, and have issued our report thereon dated March 16, 2021.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and Chapter 10.550, *Rules of the Auditor General*.

Other Reporting Requirements

We have also issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditor's Report on Compliance for Each Major State Project and Report on Internal Control over Compliance and Report on the Schedule of Expenditures of State Financial Assistance Required by Chapter 10.550, *Rules of the Auditor General*; Schedule of Findings and Questioned Costs; and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, *Rules of the Auditor General*. Disclosures in those reports and schedule, which are dated March 16, 2021, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., *Rules of the Auditor General*, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no recommendations made in the preceding annual financial audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., *Rules of the Auditor General*, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The legal authority is disclosed in the notes to the financial statements.

The Honorable Mayor and
Members of the City Commission
City of Leesburg, Florida

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), *Rules of the Auditor General*, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the City has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the City did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), *Rules of the Auditor General*, we applied financial condition assessment procedures for the City. It is management's responsibility to monitor the City's financial condition, and our financial condition assessment was based, in part, on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., *Rules of the Auditor General*, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Special District Component Units

Section 10.554(1)(i)5.c., *Rules of the Auditor General*, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit, within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we did not note any special district component units that failed to provide the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

Additional Matters

Section 10.554(1)(i)3., *Rules of the Auditor General*, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, federal and other granting agencies, the Mayor, City Commission, and applicable management and is not intended to be, and should not be, used by anyone other than these specified parties.

MSL, P.A.

Certified Public Accountants

Orlando, Florida
March 16, 2021



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**DEBT DISCLOSURE SECTION
(UNAUDITED)**



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**CITY OF LEESBURG, FLORIDA
DEBT DISCLOSURE SECTION**

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HISTORICAL OPERATING RESULTS - CAPITAL IMPROVEMENT (AMOUNTS EXPRESSED IN THOUSANDS)

The historical operating results of the Capital Improvement Debt have been prepared pursuant to certain provisions of the Bond Resolution and therefore reflect certain differences from the City's audited financial statements.

Description	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Half-Cent Sales Tax	\$ 931	\$ 913	\$ 994	\$ 1,069	\$ 1,163	\$ 1,163	\$ 1,163	\$ 1,366	\$ 1,366	\$ 1,402
Guar. Entitlement	309	309	309	309	309	309	309	309	309	309
Misc. Revenues	-	-	-	-	-	-	-	-	-	-
Subtotal Revenues	1,240	1,222	1,303	1,378	1,472	1,472	1,472	1,675	1,675	1,711
Debt Service on 2009 Note ¹	523	474	474	473	351	477	480	478	480	481
Revenues less Debt Service	717	748	829	905	1121	995	992	1197	1195	1230
Public Service Tax	3,182	3,103	3,196	3,255	3,404	3,404	3,404	3,656	3,817	3,808
Total	3,899	3,851	4,025	4,160	4,525	4,399	4,396	4,853	5,012	5,038
Debt Service on 2004 Bonds ²	1,111	1,106	747	-	-	-	-	-	-	-
2013 Bonds ³ 5	-	-	203	1,047	753	753	753	1,013	1,012	1,015
Debt Serv Coverage	3.51 X	3.48 X	4.24 X	3.98 X	6.01 X	5.84 X	5.84 X	4.79 X	4.95 X	4.96 X
Required Coverage ⁴	1.30 X	1.30 X	1.30 X	1.30 X	1.30 X	1.30 X	1.30 X	1.30 X	1.30 X	1.30 X

Notes:

Small variances may exist in this schedule due to rounding.

¹On November 30, 2009, the Series 1999 Bonds were refunded by the Capital Improvement Refunding Promissory Note, Series 2009 with the same pledged revenues and coverage requirements.

²On July 21, 2004, the Series 2004 Bonds were issued for the purpose of constructing certain Citywide capital improvements as defined in the Bond Resolution. This series was issued on parity with the Series 1999 Bonds with an additional pledged revenue of Public Services Tax.

³On May 2, 2013, the Series 2013 Bonds were issued to refund the Series 2004 Bonds with the same parity, pledged revenues and coverage requirements.

⁴On July 21, 2004, the required coverage changed based on the new Capital Improvement Revenue Bonds, Series 2004.

⁵In fiscal year 2015 the accounting method was changed from accruing interest for governmental debt to recording the payment when made. This resulted in only one interest payment recorded in fiscal year 2015.

HISTORICAL OPERATING RESULTS - ELECTRIC UTILITY (AMOUNTS EXPRESSED IN THOUSANDS)

The historical operating results of the Electric System have been prepared pursuant to certain provisions of the Bond Resolution and therefore reflect certain differences from the City's audited financial statements.

Description	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Operating Revenues	\$ 61,960	\$ 57,283	\$ 62,149	\$ 60,439	\$ 59,075	\$ 60,057	\$ 63,072	\$ 61,345	\$ 62,183	\$ 58,098
Less: Operating Expenses ¹	49,170	45,244	47,864	50,744	46,454	46,454	46,454	48,254	49,535	46,588
Net Operating Revenues	12,790	12,039	14,285	9,695	12,621	13,603	16,618	13,091	12,648	11,510
Other Income ²	396	136	660	485	512	1,012	251	420	1,133	728
Total Available for Debt Service	13,186	12,175	14,945	10,180	13,133	14,615	16,869	13,511	13,781	12,238
Debt Service										
Series 2004 Bonds ³	1,103	1,105	1,105	347	-	-	-	-	-	-
Series 2007A and 2007B Bonds ⁴	1,512	1,510	1,511	1,512	1,516	1,573	935	935	933	935
Series 2010 Note ⁵	4	3	49	-	-	-	-	-	-	-
Series 2013 Note ⁶	-	-	84	631	631	636	-	-	-	-
Series 2014 Note ⁷	-	-	-	365	1,052	1,042	-	-	-	-
Series 2016 Bonds ⁸	-	-	-	-	-	205	754	1,122	1,124	1,117
Series 2016 Note ⁹	-	-	-	-	-	57	573	592	590	590
Series 2020 Note ¹¹	-	-	-	-	-	-	-	-	-	-
Total Debt Service	2,619	2,618	2,749	2,855	3,199	3,251	2,262	2,649	2,647	2,642
Capital Contribution/Impact Fees	72	220	165	727	202	429	420	577	824	914
Amount Available for Working Capital, Transfer to General Fund & Capital Improvements	10,639	9,777	12,361	8,052	10,136	11,793	15,027	11,439	11,958	10,510
Total Transfers In/(Out)	(5,751)	(5,799)	(6,546)	(6,538)	(6,478)	(6,478)	(6,478)	(5,346)	(5,402)	(5,392)
Net Available from Operations	\$ 4,888	\$ 3,978	\$ 5,815	\$ 1,514	\$ 3,658	\$ 5,315	\$ 8,549	\$ 6,093	\$ 6,556	\$ 5,118
Debt Service Coverage: ¹⁰										
Debt Service Coverage on Bonds	5.03 X	4.65 X	5.44 X	3.57 X	4.11 X	4.50 X	7.46 X	5.10 X	5.21 X	4.63 X
Required Coverage Test	1.25 X	1.25 X	1.25 X	1.25 X	1.25 X	1.25 X	1.25 X	1.25 X	1.25 X	1.25 X

HISTORICAL OPERATING RESULTS - ELECTRIC UTILITY (*continued*)

Definitions:

Gross Revenues are defined pursuant to Resolution 7143 adopted June 14, 2004, as all income and earnings derived by the City from the ownership, operation, leasing, or use of the system, and investment income, excluding capital expansion and system improvement grants.

Operation and Maintenance Expenses are defined as the cost of operation and maintenance as current expenses, paid or accrued, less depreciation and amortization expenses.

Net Revenues and Pledged Revenues are defined as gross revenues less operation and maintenance expenses plus capacity charges.

Notes:

¹ Amounts shown exclude depreciation and amortization expenses.

² The amounts shown are as defined in the Bond Resolution and exclude interest earnings on Construction Fund balances.

³ **Series 2004** - First three years of payments for these bonds are interest only. Payments began on October 1, 2004, and are due semiannually April 1 and October 1 thereafter. The annualized interest payments for fiscal years 2004, 2005 and 2006 were \$166,793, \$779,813 and \$779,813 respectively, and were paid 100% from the Capitalized Interest fund of \$1,726,418.

⁴ **Series 2007A & 2007B** - Resolution 7064, adopted July 23, 2007, the City amended Resolution 7141 for the purpose of authorizing the issuance of the Electric System Revenue Bonds, Series 2007A and Taxable Electric System Revenue Bonds, Series 2007B ("Series 2007 Bonds") on a parity with the City's outstanding Electric System Revenue Bonds, Series 2004. First two years of payments for these bonds were interest only and were paid 100% from the Capitalized Interest fund of \$1,341,602.

⁵ **Series 2010** - Resolution 8692, adopted August 4, 2010, the City authorized the issuance of an "up to \$20,000,000" Note with a 3 year interest only drawdown facility.

⁶ **Series 2013** - Resolution 9199, adopted May 28, 2013, the City authorized the issuance of a Note to refund the Series 2010 Note on parity with the City's outstanding Electric System Revenue Bonds, Series 2007A and Taxable Electric System Revenue Bonds, Series 2007B.

⁷ **Series 2014** - Resolution 9366, adopted March 10, 2014, the City authorized the Series 2014 Electric System Refunding Revenue Note to refund the Electric System Revenue Bonds, Series 2004 on a parity with the existing Electric System Bonds & Note.

⁸ **Series 2016** - Resolution 9792 and 9793, adopted May 9, 2016, the City authorized the issuance of the Series 2016 Electric System Refunding Revenue Bonds, for the purpose of advance refunding the Outstanding Electric System Revenue Bonds, Series 2007A, current refunding of the Outstanding Electric System Refunding Revenue Note, Series 2014, and paying the cost of issuance of the Series 2016 Bonds.

⁹ **2016 Note** - Resolution 9816, adopted June 13, 2016, the City authorized the issue the 2016 Note, for the purpose of refunding all of the City's Outstanding Electric System Refunding Revenue Note, Series 2013.

¹⁰ Excludes revenues from capacity charges per Bond Resolution.

¹¹ **Series 2020** - Resolution 10,683, adopted July 16, 2020, the City authorized the Series 2020 Electric System Note to use for the construction and installation of a feeder backbone line, underground residential distribution facilities and individual services and meters, reconductoring lines, and purchase of three substation transformers and other improvements to the City's Electric System. This note is on parity with Taxable Electric System Revenue Bonds, 2007B, Electric System Refunding Revenue Note, Series 2016, and the Electric Systems Refunding Revenue Bonds, Series 2016.

HISTORICAL OPERATING RESULTS - GAS UTILITY
(AMOUNTS EXPRESSED IN THOUSANDS)

Description	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Operating Revenues	\$ 8,158	\$ 6,898	\$ 7,631	\$ 7,691	\$ 6,886	\$ 6,886	\$ 6,886	\$ 6,800	\$ 6,717	\$ 6,731
Less: Operating Expenses	5,701	4,472	6,251	5,198	4,391	4,391	4,391	4,627	5,254	4,378
Net Operating Revenues	2,457	2,426	1,380	2,493	2,495	2,495	2,495	2,173	1,463	2,353
Other Income	48	20	101	8	61	136	45	71	134	90
Total Available for Debt Service	2,505	2,446	1,481	2,501	2,556	2,631	2,540	2,244	1,597	2,443
Debt Service										
Series 2004 Bonds ¹	255	255	174	-	-	-	-	-	-	-
Series 2007A and 2007B Bonds ²	153	154	153	153	153	159	59	50	-	-
Series 2010 Note ³	49	50	49	113	113	113	113	116	117	116
Series 2013 Bonds ⁴	-	-	166	234	234	232	231	229	231	229
Series 2016 Bonds ⁵	-	-	-	-	-	-	62	80	130	130
Series 2020 Note ⁸	-	-	-	-	-	-	-	-	-	16
Total Debt Service	\$ 457	\$ 459	\$ 542	\$ 500	\$ 500	\$ 504	\$ 465	\$ 475	\$ 478	\$ 491
Debt Service Coverage:⁶										
Debt Service Coverage on Bonds	5.48 X	5.33 X	2.73 X	5.00 X	5.11 X	5.22 X	5.46 X	4.72 X	3.34 X	4.98 X
Required Coverage Test	1.15 X	1.15 X	1.15 X	1.15 X	1.15 X	1.15 X	1.15 X	1.15 X	1.15 X	1.15 X
Capital Contribution/Impact Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amount Available for Working Capital, Transfer to General Fund & Capital Improvements	2,048	1,987	939	2,001	2,056	2,127	2,075	1,769	1,119	1,952
Total Transfers In/(Out)	(977)	(659)	(1,848)	(1,970)	(1,830)	(1,830)	(1,830)	(1,830)	(722)	(749)
Net Available from Operations	\$ 1,071	\$ 1,328	\$ (909)	\$ 31	\$ 226	\$ 296	\$ 244	\$ (61)	\$ 397	\$ 1,203
Debt Service Coverage:⁷										
Debt Service Coverage on Bonds	5.48 X	5.33 X	2.73 X	5.00 X	5.11 X	5.22 X	5.46 X	4.72 X	3.34 X	4.98 X
Required Coverage Test	1.25 X	1.25 X	1.25 X	1.25 X	1.25 X	1.25 X	1.25 X	1.25 X	1.25 X	1.25 X

Notes:

See notes on Combined Totals Sheet, pg. 2

HISTORICAL OPERATING RESULTS - WATER UTILITY
(AMOUNTS EXPRESSED IN THOUSANDS)

Description	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Operating Revenues	\$ 7,723	\$ 7,165	\$ 7,152	\$ 6,851	\$ 7,132	\$ 8,036	\$ 8,240	\$ 7,865	\$ 8,731	\$ 8,947
Less: Operating Expenses	4,367	3,965	3,975	3,836	3,734	3,734	3,734	4,444	4,880	4,317
Net Operating Revenues	3,356	3,200	3,177	3,015	3,398	4,302	4,506	3,421	3,851	4,630
Other Income	40	23	110	23	59	156	80	128	288	156
Total Available for Debt Service	3,396	3,223	3,287	3,038	3,457	4,458	4,586	3,549	4,139	4,787
Debt Service										
Series 2004 Bonds ¹	531	530	361	-	-	-	-	-	-	-
Series 2007A and 2007B Bonds ²	878	882	876	876	876	908	340	285	-	-
Series 2010 Note ³	170	172	171	389	389	370	388	401	402	400
Series 2013 Bonds ⁴	-	-	344	487	486	483	481	477	481	476
Series 2016 Bonds ⁵	-	-	-	-	-	-	355	458	744	745
Series 2020 Note ⁸	-	-	-	-	-	-	-	-	-	56
Total Debt Service	\$ 1,579	\$ 1,584	\$ 1,752	\$ 1,752	\$ 1,751	\$ 1,761	\$ 1,564	\$ 1,621	\$ 1,627	\$ 1,677
Debt Service Coverage: ⁶										
Debt Service Coverage on Bonds	2.15 X	2.03 X	1.88 X	1.73 X	1.97 X	2.53 X	2.93 X	2.19 X	2.54 X	2.85 X
Required Coverage Test	1.15 X	1.15 X	1.15 X	1.15 X	1.15 X	1.15 X	1.15 X	1.15 X	1.15 X	1.15 X
Capital Contribution/Impact Fees	\$ 14	\$ 9	\$ 8	\$ 53	\$ 82	\$ 115	\$ 247	\$ 410	\$ 332	\$ 587
Amount Available for Working Capital, Transfer to General Fund & Capital Improvements	1,831	1,648	1,543	1,339	1,788	2,812	3,269	2,338	2,844	3,697
Total Transfers In/(Out)	(873)	(861)	(1,460)	(930)	(905)	(905)	(905)	(988)	(1,022)	(1,011)
Net Available from Operations	\$ 958	\$ 787	\$ 83	\$ 409	\$ 883	\$ 1,907	\$ 2,364	\$ 1,350	\$ 1,822	\$ 2,685
Debt Service Coverage: ⁷										
Debt Service Coverage on Bonds	2.16 X	2.04 X	1.88 X	1.76 X	2.02 X	2.60 X	3.09 X	2.44 X	2.75 X	3.20 X
Required Coverage Test	1.25 X	1.25 X	1.25 X	1.25 X	1.25 X	1.25 X	1.25 X	1.25 X	1.25 X	1.25 X

Notes:

See notes on Combined Totals Sheet, pg. 2

HISTORICAL OPERATING RESULTS - WASTEWATER UTILITY
(AMOUNTS EXPRESSED IN THOUSANDS)

Description	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Operating Revenues	\$ 9,651	\$ 9,595	\$ 9,789	\$ 9,927	\$ 10,155	\$ 11,119	\$ 11,015	\$ 11,124	\$ 11,806	\$ 12,176
Less: Operating Expenses	5,859	5,945	5,850	5,801	5,476	5,476	5,476	6,068	6,118	6,740
Net Operating Revenues	3,792	3,650	3,939	4,126	4,679	5,643	5,539	5,056	5,688	5,437
Other Income	58	27	102	39	101	235	124	185	4,382	1,337
Total Available for Debt Service	3,850	3,677	4,041	4,165	4,780	5,878	5,663	5,241	10,070	6,774
Debt Service										
Series 2004 Bonds ¹	736	734	500	-	-	-	-	-	-	-
Series 2007A and 2007B Bonds ²	403	404	405	404	407	418	125	186	83	86
Series 2010 Note ³	137	138	138	314	314	314	313	323	325	323
Series 2013 Bonds ⁴	-	-	477	675	674	669	667	661	667	659
Series 2016 Bonds ⁵	-	-	-	-	-	-	130	168	273	273
Series 2020 Bonds ⁸	-	-	-	-	-	-	-	-	-	45
Total Debt Service	\$ 1,276	\$ 1,276	\$ 1,520	\$ 1,393	\$ 1,395	\$ 1,401	\$ 1,235	\$ 1,338	\$ 1,348	\$ 1,386
Debt Service Coverage: ⁶										
Debt Service Coverage on Bonds	3.02 X	2.88 X	2.66 X	2.99 X	3.43 X	4.20 X	4.59 X	3.92 X	7.47 X	4.89 X
Required Coverage Test	1.15 X	1.15 X	1.15 X	1.15 X	1.15 X	1.15 X	1.15 X	1.15 X	1.15 X	1.15 X
Capital Contribution/Impact Fees	\$ 32	\$ 16	\$ 18	\$ 126	\$ 197	\$ 115	\$ 614	\$ 646	\$ 1,038	\$ 1,018
Amount Available for Working Capital, Transfer to General Fund & Capital Improvements	2,606	2,417	2,539	2,898	3,583	4,592	5,042	4,549	9,760	6,406
Total Transfers In/(Out)	(708)	(763)	(841)	(860)	(813)	(813)	(813)	(879)	(892)	(971)
Net Available from Operations	\$ 1,898	\$ 1,654	\$ 1,698	\$ 2,038	\$ 2,770	\$ 3,779	\$ 4,229	\$ 3,670	\$ 8,868	\$ 5,436
Debt Service Coverage: ⁷										
Debt Service Coverage on Bonds	3.04 X	2.89 X	2.67 X	3.08 X	3.57 X	4.28 X	5.08 X	4.40 X	8.24 X	5.62 X
Required Coverage Test	1.25 X	1.25 X	1.25 X	1.25 X	1.25 X	1.25 X	1.25 X	1.25 X	1.25 X	1.25 X

Notes:

See notes on Combined Totals Sheet, pg. 2

HISTORICAL OPERATING RESULTS - COMBINED GAS, WATER & WASTEWATER UTILITY (AMOUNTS EXPRESSED IN THOUSANDS)

The historical operating results of the Utilities System have been prepared by individual utility pursuant to certain provisions of the Bond Resolution and therefore reflect certain differences from the City's audited financial statements.

Description	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Operating Revenues	\$ 25,533	\$ 23,658	\$ 24,572	\$ 24,469	\$ 24,173	\$ 25,328	\$ 25,738	\$ 25,789	\$ 27,254	\$ 27,855
Less: Operating Expenses	15,651	14,382	16,076	14,835	13,601	13,399	14,413	15,140	16,252	15,435
Net Operating Revenues	9,882	9,276	8,496	9,634	10,572	11,929	11,325	10,649	11,002	12,420
Other Income	146	70	313	70	221	527	249	383	4,804	1,584
Total Available for Debt Service	10,028	9,346	8,809	9,704	10,793	12,456	11,574	11,032	15,806	14,004
Debt Service										
Series 2004 Bonds ¹	1,522	1,519	1,035	-	-	-	-	-	-	-
Series 2007A and 2007B Bonds ²	1,434	1,440	1,434	1,433	1,436	1,486	524	520	83	86
Series 2010 Note ³	186	360	358	816	816	797	815	841	844	839
Series 2013 Bonds ⁴	-	-	987	1,396	1,394	1,384	1,380	1,367	1,380	1,364
Series 2016 Bonds ⁵	-	-	-	-	-	-	547	706	1,147	1,148
Series 2020 Bonds ⁸	-	-	-	-	-	-	-	-	-	117
Total Debt Service	\$ 3,142	\$ 3,319	\$ 3,814	\$ 3,645	\$ 3,646	\$ 3,667	\$ 3,266	\$ 3,434	\$ 3,454	\$ 3,554
Debt Service Coverage: ⁶										
Debt Service Coverage on Bonds	3.19 X	2.82 X	2.31 X	2.66 X	2.96 X	3.40 X	3.54 X	3.21 X	4.58 X	3.94 X
Required Coverage Test	1.15 X	1.15 X	1.15 X	1.15 X	1.15 X	1.15 X	1.15 X	1.15 X	1.15 X	1.15 X
Capital Contribution/Impact Fees	\$ 46	\$ 25	\$ 26	\$ 179	\$ 279	\$ 312	\$ 861	\$ 1,056	\$ 1,371	\$ 1,605
Amount Available for Working Capital, Transfer to General Fund & Capital Improvements	6,932	6,052	5,021	6,238	7,426	9,101	9,169	8,654	13,723	12,055
Total Transfers In/(Out)	(2,558)	(2,283)	(4,149)	(3,760)	(3,548)	(3,589)	(3,793)	(2,685)	(2,636)	(2,731)
Net Available from Operations	\$ 4,374	\$ 3,769	\$ 872	\$ 2,478	\$ 3,878	\$ 5,512	\$ 5,376	\$ 5,969	\$ 11,087	\$ 9,324
Debt Service Coverage: ⁷										
Debt Service Coverage on Bonds	3.21 X	2.82 X	2.32 X	2.71 X	3.04 X	3.48 X	3.81 X	3.52 X	4.97 X	4.39 X
Required Coverage Test	1.25 X	1.25 X	1.25 X	1.25 X	1.25 X	1.25 X	1.25 X	1.25 X	1.25 X	1.25 X

Notes:

Gross Revenues are defined pursuant to Resolution 7143 adopted June 14, 2004, as all income and earnings derived by the City from the ownership, operation, leasing, or use of the system, and investment income, excluding capital expansion and system improvement grants.

Operation and Maintenance Expenses are defined as the cost of operation and maintenance as current expenses, paid or accrued, less depreciation and amortization expense.

Net Revenues and Pledged Revenues are defined as gross revenues less operation and maintenance expenses plus capacity charges.

¹ **Series 2004** - The annualized interest payments for fiscal years 2004, 2005 and 2006 were paid 100% from the Capitalized Interest Fund of \$2,380,265. This series was refunded by the Series 2013 Bonds as discussed in note 5 below.

² **Series 2007A & 2007B** - Resolution 7965, adopted July 23, 2007, the City amended Resolution 7143 for the purpose of authorizing the issuance of the Utility System Revenue Bonds, Series 2007A and Taxable Utility System Revenue Bonds, Series 2007B ("Series 2007 Bonds") on a parity with the City's outstanding Utility System Revenue Bonds, Series 2004. First two years payments for these bonds were interest only and were paid 100% from the Capitalized Interest fund of \$1,341,602.

³ **Series 2010** - Resolution 8673, adopted June 28, 2010, the City authorized the issuance of an \$8,000,000 note that fully paid off a prior \$8,000,000 Plantation System seller's note. This prior note was part of the purchase price for this \$15,000,000 utility and the 2010 note is on parity with the 2004 and 2007A&B bonds.

⁴ **Series 2013** - Resolutions 9183 and 9184, adopted April 22, 2013, the City authorized the issuance of the Utility System Refunding Revenue Bonds, Series 2013 to refund the Series 2004 Utility Bonds with the same parity and pledged revenues as the Series 2004.

⁵ **Series 2016** - Resolutions 9794 and 9795, adopted May 9, 2016, the City authorized the issuance of the Utility System Refunding Revenue Bonds, Series 2016 to refund all or a portion of the City's outstanding Utility System Revenue Bonds, Series 2007A, on parity with the outstanding Taxable Utility System Revenue, Series 2007B, Utility System Revenue Refunding Note 2010 and Utility System Refunding Revenue Bonds, Series 2013.

⁶ Excludes revenues from capacity charges per Bond Resolution.

⁷ Includes revenues from capacity charges per Bond Resolution.

⁸ **Series 2020** - Resolution 10,625, adopted on April 16, 2020, the City authorized the issuance of an \$15,000,000 note. This note is payable from and secured solely by net revenues of the City's utility system on parity with the City's outstanding Taxable Utility System Revenue Bonds 2007B, Utility System Revenue Refunding Note 2010, and Utility System Refunding Revenue Bonds Series 2016. Proceeds from the note were used for the expansion of the Turnpike Wastewater Plant and other improvements to the City's Water and Wastewater System.



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Electric System

For the Fiscal Year Ending September 30, 2020

Schedule of Rates

	Customer Charge (\$/Cust/mo)	Energy Charge (\$/kWh)	Demand Charge (\$/kW)
Residential (RS) (First 1,000 kWh)	12.20	\$ 0.089879	
Residential (RS) (Over 1,000 kWh)	12.20	0.111688	
General Service Non-Demand (GSND)	12.20	0.098622	
Municipal Service (MS)	12.20	0.098622	
Municipal Service (MS - greater than 20 kW)	25.92	0.046575	\$ 13.50
General Service Demand (GSD)	25.92	0.046575	13.50

Ten Largest Customers

(Revenue Based)

Electric	Revenues	% of Total Revenues	Volume (MWh)	% of Total Volume
UF Health (fka Central Florida Health Alliance)	\$ 1,611,170	2.82%	19,727	4.02%
Cutrale Citrus Juices USA, Inc.	1,538,766	2.69%	12,085	2.46%
Lake County School District	1,061,210	1.85%	8,749	1.78%
City of Leesburg	729,205	1.27%	8,825	1.80%
CCRC-Lake Port Square, LLC	570,540	1.00%	5,958	1.21%
Lake-Sumter State College	430,209	0.75%	4,796	0.98%
Publix Super Markets, Inc. #0815	361,292	0.63%	4,457	0.91%
Coca-Cola North America	359,037	0.63%	4,544	0.93%
Centurylink	358,574	0.63%	4,299	0.88%
Walmart Stores Inc.	319,288	0.56%	3,902	0.79%
Total 10 Largest Electric Customers	\$ 7,339,291	12.82%	77,342	15.75%
Total Electric System Revenues	\$ 57,227,865	100.00%	491,167	100.00%

Rate Comparison

The tables on this and following pages provide a comparison of the rates of the City Electric System with those of neighboring utilities.

Electric Residential Services				
Comparable Utility	Fuel Adj. (\$/1000kWh)	Monthly Usage (kWh)		
		1000	1200	2500
City of Leesburg - Existing Rates	\$ 2.50 *	\$ 104.58	\$ 127.42	\$ 275.86
Surveyed Florida Utilities:				
Florida Municipalities or Cooperatives:				
City of Jacksonville Beach	\$ 21.84	\$ 109.91	\$ 130.99	\$ 268.03
City of Lakeland	30.00	94.87	113.08	234.57
City of Mount Dora	47.13	103.11	121.70	242.52
City of Ocala	14.00	120.64	141.37	276.10
City of Winter Park	17.08	100.30	123.40	273.53
Gainesville Regional Utilities	30.00	123.13	148.88	316.19
Florida Investor-Owned Utilities:				
Florida Power and Light	\$ 18.84	\$ 94.02	\$ 115.28	\$ 253.48
Duke Energy	30.67	127.00	155.65	341.89
Tampa Electric Company	22.85	95.25	115.29	245.56
Surveyed Florida Utilities:				
Average	\$ 25.82	\$ 107.58	\$ 129.52	\$ 272.43
Minimum	14.00	94.02	113.08	234.57
Maximum	47.13	127.00	155.65	341.89

*The City's fuel adjustment is \$2.50 at the time of this report; however, it is adjusted periodically.

Note: Amounts shown are based on the rates for single phase service and reflect, when applicable, inside City service. Amounts shown include the energy conservation, capacity and environmental cost recovery charges where appropriate, as filed with the PSC.

Rate Comparison (cont.)

Electric General Service (Non-Demand)			
Comparable Utility	Fuel Adj. (\$/1000kWh)	Monthly Usage (kWh)	
		750	1,500
City of Leesburg - Existing Rates	\$ 2.50 *	\$ 113.32	\$ 163.88
<u>Surveyed Florida Utilities:</u>			
Florida Municipalities or Cooperatives:			
City of Jacksonville Beach	\$ 21.84	\$ 85.06	\$ 164.12
City of Lakeland	30.00	75.28	137.54
City of Mount Dora	47.13	79.88	149.58
City of Ocala	14.00	98.58	177.16
City of Winter Park	17.08	88.58	159.62
Gainesville Regional Utilities	30.00	127.31	223.60
Florida Investor-Owned Utilities:			
Florida Power and Light	\$ 18.84	\$ 76.20	\$ 141.78
Duke Energy	30.67	106.31	198.54
Tampa Electric Company	22.85	82.79	147.49
<u>Surveyed Florida Utilities:</u>			
Average	\$ 25.82	\$ 91.11	\$ 166.60
Minimum	14.00	75.28	137.54
Maximum	47.13	127.31	223.60

*The City's fuel adjustment is \$2.50 at the time of this report; however, it is adjusted periodically.

Note: Amounts shown are based on the rates for single phase service and reflect, when applicable, inside City service. Amounts shown include the energy conservation, capacity and environmental cost recovery charges where appropriate, as filed with the PSC.

Rate Comparison (cont.)

Electric General Service (Demand)							
Comparable Utility	Fuel Adj. (\$/1000kWh)	Monthly Usage					
		75 KW 15,000 kWh		75 KW 30,000 kWh		150 KW 60,000 kWh	
City of Leesburg - Existing Rates	\$ 2.50 *	\$ 1,774.62	\$ 2,510.82	\$ 3,523.32	\$ 4,995.72		
<u>Surveyed Florida Utilities:</u>							
Florida Municipalities or Cooperatives:							
City of Jacksonville Beach	\$ 21.84	\$ 2,020.40	\$ 3,387.05	\$ 4,024.55	\$ 6,757.85		
City of Lakeland	30.00	1,454.34	2,238.17	2,866.67	4,434.35		
City of Mount Dora	47.13	1,243.90	2,046.40	2,464.90	4,069.90		
City of Ocala	14.00	1,665.95	2,764.40	3,352.10	5,517.20		
City of Winter Park	17.08	1,344.88	2,292.73	2,671.48	4,567.18		
Gainesville Regional Utilities	30.00	2,290.75	3,720.25	4,481.50	7,340.50		
Florida Investor-Owned Utilities:							
Florida Power and Light	\$ 18.84	\$ 1,553.05	\$ 2,239.60	\$ 3,079.60	\$ 4,452.70		
Duke Energy	30.67	1,847.22	2,858.37	3,680.37	5,702.67		
Tampa Electric Company	22.85	1,487.35	2,258.35	2,944.60	4,486.60		
<u>Surveyed Florida Utilities:</u>							
Average	\$ 25.82	\$ 1,656.43	\$ 2,645.04	\$ 3,285.09	\$ 5,258.77		
Minimum	14.00	1,243.90	2,046.40	2,464.90	4,069.90		
Maximum	47.13	2,290.75	3,720.25	4,481.50	7,340.50		

*The City's fuel adjustment is \$2.50 at the time of this report; however, it is adjusted periodically.

Note: Amounts shown are based on the rates for single phase service and reflect, when applicable, inside City service. Amounts shown include the energy conservation, capacity and environmental cost recovery charges where appropriate, as filed with the PSC.

The Utility Debt is supported by revenues from three funds:

Natural Gas Utility Fund

Water Utility Fund

Wastewater Utility Fund

Information is listed by individual fund on the following pages.

Natural Gas System

For the Fiscal Year Ending September 30, 2020

Schedule of Rates

Monthly Available Charge (per account)

Residential Standard (Year-Round) Service	\$ 8.65
Residential Heat-Only Service	12.99
Public Building, Commercial and Small Industrial Service	12.99

Delivery Charge (per therm)

All Services	\$ 0.59340
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Purchased Gas Adjustment Charge (per therm)

Adjusted monthly to pass through the actual costs	
All Services	\$ 0.32731

Ten Largest Customers (Revenue Based)

Gas	Revenues	% of Total Revenues	Volume (therms)	% of Total Volume
UF Health (fka Central Florida Health Alliance)	\$ 616,863	9.45%	611,283	11.89%
Federal Correctional Complex	369,625	5.66%	404,522	7.87%
Covanta Energy Corp II	290,903	4.46%	322,823	6.28%
DAB Constructors	201,462	3.09%	385,659	7.50%
Cutrale Citrus Juices USA, Inc.	141,541	2.17%	NM	NM
Universal Aggregate Solutions	131,963	2.02%	145,691	2.83%
CCRC-Lake Port Square, LLC	72,898	1.12%	79,180	1.54%
Lifestream Behavioral Center	59,794	0.92%	64,853	1.26%
The Villages Land Company, LLC	58,030	0.89%	46,323	0.90%
Coreslab Structures Inc.	41,450	0.64%	44,631	0.87%
Total 10 Largest Gas Customers	\$ 1,984,529	30.41%	2,104,965	40.93%

Total Gas System Revenues

\$ 6,526,365	100.00%	5,143,153	100.00%
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NM (Not Meaningful) - A majority of Cutrale's volume is for transportation charges only. This volume of natural gas was independently purchased.

Rate Comparison

The tables on this and following pages provide a comparison of the rates of the City Utility System with those of neighboring utilities.

Comparable Utility	Natural Gas Residential Services					Monthly Usage (therms)			
	10	30	50	70	90	100			
City of Leesburg - Existing Rates	\$ 17.86	\$ 36.27	\$ 54.69	\$ 73.10	\$ 91.51	\$ 100.72			
<u>Surveyed Florida Utilities:</u>									
Florida Municipalities or Cooperatives:									
City of Clearwater	\$ 26.40	\$ 55.20	\$ 84.00	\$ 112.80	\$ 141.60	\$ 156.00			
City of Jacksonville Beach	22.20	42.60	63.00	83.40	103.80	114.00			
City of Tallahassee	30.77	72.10	113.43	154.75	196.08	216.74			
Energy Services of Pensacola	30.80	72.51	114.23	155.95	197.66	218.52			
Gainesville Regional Utilities	18.95	37.34	55.73	74.12	92.51	101.71			
<u>Regulated Natural Gas Companies:</u>									
Peoples Gas System	\$ 24.95	\$ 52.05	\$ 79.15	\$ 106.25	\$ 133.35	\$ 149.75			
Florida Public Utilities	25.88	55.65	85.41	115.18	144.95	159.83			
St. Joe Natural Gas Co.	40.53	95.60	150.67	205.74	260.81	288.34			
<u>Surveyed Florida Utilities:</u>									
Average	\$ 27.56	\$ 60.38	\$ 93.20	\$ 126.02	\$ 158.85	\$ 175.61			
Minimum	18.95	37.34	55.73	74.12	92.51	101.71			
Maximum	40.53	95.60	150.67	205.74	260.81	288.34			

Rate Comparison (cont.)

Natural Gas Commerical Services						
Comparable Utility	Monthly Usage (therms)					
	100	300	500	700	1,000	2,000
City of Leesburg - Existing Rates	\$ 105.06	\$ 289.20	\$ 473.34	\$ 657.48	\$ 933.70	\$ 1,854.40
<u>Surveyed Florida Utilities:</u>						
Florida Municipalities or Cooperatives:						
City of Clearwater	\$ 166.00	\$ 448.00	\$ 730.00	\$ 1,012.00	\$ 1,435.00	\$ 2,845.00
City of Jacksonville Beach	114.00	318.00	522.00	726.00	1,032.00	2,080.00
City of Tallahassee	126.31	342.80	559.29	775.78	1,100.51	2,182.95
Energy Services of Pensacola	211.55	599.49	987.43	1,375.37	1,957.28	3,896.98
Gainesville Regional Utilities	117.82	263.46	409.10	554.74	773.20	1,501.40
<u>Regulated Natural Gas Companies:</u>						
Peoples Gas System	\$ 136.64	\$ 362.41	\$ 588.17	\$ 813.94	\$ 1,152.59	\$ 2,631.58
Florida Public Utilities	158.14	434.41	710.68	999.96	1,414.37	2,795.74
St. Joe Natural Gas Co.	181.89	505.66	829.44	1,153.21	1,638.87	3,257.74
<u>Surveyed Florida Utilities:</u>						
Average	\$ 151.54	\$ 409.28	\$ 667.01	\$ 926.37	\$ 1,312.98	\$ 2,648.92
Minimum	114.00	263.46	409.10	554.74	773.20	1,501.40
Maximum	211.55	599.49	987.43	1,375.37	1,957.28	3,896.98

Water System

For the Fiscal Year Ending September 30, 2020

Schedule of Rates

Effective November 1, 2020

Capacity Impact Charge	
Residential Single Family Home (1,000 ERU)	\$ 1,175.00
Monthly Customer Charge (per account)	
Residential, Master-Meter and Commercial	\$ 9.39
Consumption Charge (per 1,000 gallons)	
Residential Service:	
0-4,000	\$ 1.051965
5,000-8,000	1.303003
9,000-15,000	1.828985
16,000-33,000	2.474509
Over 33,000	4.542576
Commercial	
All gallons	\$ 1.75726

Ten Largest Customers (Revenue Based)

	Revenues	% of Total Revenues	Volume (gallons)	% of Total Volume
Water & Irrigation				
UF Health (fka Central Florida Health Alliance)	\$ 129,723	1.47%	88,008	2.52%
City of Leesburg	122,666	1.39%	53,741	1.54%
CRCC-Lake Port Square, LLC	79,488	0.90%	18,711	0.54%
Community Housing Partners	44,412	0.50%	23,425	0.67%
Beacon College	42,770	0.49%	14,536	0.42%
Lake County School Board	36,805	0.42%	20,135	0.58%
Highland Lakes Property Owners	35,926	0.41%	12,620	0.36%
Sleepy Hollow Phase II	35,679	0.41%	16,854	0.48%
Florida Rock Industries, Inc.	34,080	0.39%	19,489	0.56%
AMH Development, LLC	27,417	0.31%	10,365	0.30%
Total 10 Largest Water Customers	\$ 588,966	6.69%	277,884	7.96%
Total Water System Revenues	\$ 8,807,910	100.00%	3,492,977	100.00%

Rate Comparison

The tables on this and following pages provide a comparison of the rates of the City Utility System with those of neighboring utilities.

Comparable Utility	Water Residential Services					
	Monthly Usage					
	5/8" Meter (gallons)					
	3,000	5,000	7,500	10,000	15,000	20,000
City of Leesburg - Existing Rates	\$ 12.55	\$ 14.65	\$ 23.11	\$ 27.68	\$ 36.82	\$ 58.88
<u>Surveyed Florida Utilities:</u>						
City of Clearwater	\$ 24.09	\$ 43.61	\$ 68.01	\$ 94.96	\$ 156.51	\$ 218.06
City of Clermont	9.32	11.66	14.59	17.51	28.61	36.21
City of DeLand	14.86	19.46	36.46	45.96	97.96	150.76
City of Eustis	18.67	23.47	29.47	41.37	56.32	71.27
City of Jacksonville Beach	25.16	38.72	51.25	63.77	88.82	320.07
City of Mount Dora	15.72	19.32	23.82	46.33	64.34	118.35
City of Ocala	13.00	15.06	17.63	20.20	49.21	62.32
City of Sanford	14.36	19.04	30.37	38.04	66.89	86.74
City of Sunrise	33.14	41.32	51.55	61.77	82.22	102.67
City of Tallahassee	14.26	18.20	28.60	35.35	48.85	76.35
City of Tavares	21.41	27.14	40.94	48.79	80.84	101.99
City of Wildwood	14.97	18.39	29.19	35.64	48.54	61.44
Gainesville Regional Utilities	16.86	28.30	37.73	47.15	66.00	130.25
<u>Surveyed Florida Utilities:</u>						
Average	\$ 18.14	\$ 24.90	\$ 35.35	\$ 45.91	\$ 71.93	\$ 118.19
Minimum	9.32	11.66	14.59	17.51	28.61	36.21
Maximum	33.14	43.61	68.01	94.96	156.51	320.07

Rate Comparison (cont.)

	Water Commercial Services				
	Comparable Utility	Monthly Usage 2" Meter (gallons)			
		50,000	150,000	200,000	500,000
City of Leesburg - Existing Rates		\$ 97.25	\$ 272.98	\$ 360.84	\$ 888.02
<u>Surveyed Florida Utilities:</u>					
City of Clearwater		\$ 1,870.99	\$ 1,870.99	\$ 1,870.99	\$ 4,877.26
City of Clermont		164.81	482.81	641.81	1,595.81
City of DeLand		253.72	1,134.72	1,491.72	3,633.72
City of Eustis		171.96	469.96	618.96	1,512.96
City of Jacksonville Beach		337.40	838.40	1,088.90	2,591.90
City of Mount Dora		313.23	883.86	1,169.17	2,881.07
City of Ocala		387.84	1,691.99	2,214.05	5,346.40
City of Sanford		351.28	936.28	1,228.78	2,983.78
City of Sunrise		480.90	912.90	1,128.90	2,424.90
City of Tallahassee		107.11	342.11	459.61	1,164.61
City of Tavares		350.62	773.62	985.12	2,254.12
City of Wildwood		153.45	382.45	496.95	1,183.95
Gainesville Regional Utilities		213.50	600.50	794.00	1,955.00
<u>Surveyed Florida Utilities:</u>					
Average		\$ 396.68	\$ 870.81	\$ 1,091.46	\$ 2,646.57
Minimum		107.11	342.11	459.61	1,164.61
Maximum		1,870.99	1,870.99	2,214.05	5,346.40

Wastewater System

For the Fiscal Year Ending September 30, 2020

Schedule of Rates

Effective November 1, 2020

Capacity Impact Charge

Residential Single Family Home (1,000 ERU)

\$ 2,778.00

Monthly Customer Charge (per account)

Residential Service

\$ 25.11

Commercial Service

109.17

Consumption Charge (per 1,000 gallons)

Residential Service:

0-15,000

\$ 1.740570

capped at 15,000

1.740570 (maximum charge)

Commercial Service

All gallons

\$

4.44 Per 1,000 gallons

Ten Largest Customers

(Revenue Based)

Wastewater	Revenues	% of Total Revenues	Volume (gallons)	% of Total Volume
CCRC-Lake Port Square, LLC	\$ 167,608	1.40%	18,711	0.99%
UF Health (fka Central Florida Health Alliance)	135,242	1.13%	88,008	4.64%
Beacon College	56,781	0.47%	14,536	0.77%
Lifestream Behavioral Center	50,993	0.43%	12,011	0.63%
South Campus Care Center	32,930	0.28%	7,188	0.38%
City of Leesburg	32,139	0.27%	53,741	2.83%
Community Housing Partners	30,079	0.25%	23,425	1.23%
Sleepy Hollow Phase II	29,157	0.24%	16,854	0.89%
Coachwood Colony MHP LLC	27,903	0.23%	14,964	0.79%
Medic Home Health Center	26,286	0.22%	5,702	0.30%
Total 10 Largest Wastewater Customers	\$ 589,118	4.92%	255,140	13.45%

Total Wastewater System Revenues

\$ 11,967,569

100.00%

1,897,494

100.00%

Rate Comparison

The tables on this and following page provide a comparison of the rates of the City Utility System with those of neighboring utilities.

Comparable Utility	Wastewater Residential Services					
	Monthly Usage					
	5/8" Meter (gallons)					
	3,000	5,000	7,500	10,000	15,000	20,000
City of Leesburg - Existing Rates	\$ 30.33	\$ 33.81	\$ 38.16	\$ 42.52	\$ 51.22	\$ 51.22
<u>Surveyed Florida Utilities:</u>						
City of Clearwater	\$ 33.18	\$ 55.30	\$ 82.95	\$ 110.60	\$ 165.20	\$ 221.20
City of Clermont	23.30	27.70	33.20	38.70	49.70	51.90
City of DeLand	38.90	48.56	60.64	72.71	72.71	72.71
City of Eustis	37.13	43.89	52.34	60.79	60.79	60.79
City of Jacksonville Beach	34.98	48.42	79.32	100.82	143.82	143.82
City of Mount Dora	42.16	51.66	63.54	75.42	99.17	122.92
City of Ocala	33.38	39.61	47.40	54.33	54.33	54.33
City of Sanford	29.92	41.98	57.06	72.13	96.25	96.25
City of Sunrise	42.16	50.48	60.88	71.28	92.08	100.40
City of Tallahassee	39.95	52.99	69.29	85.59	118.19	150.79
City of Tavares	36.19	44.37	54.60	64.82	97.54	97.54
City of Wildwood	30.09	38.50	49.00	59.51	80.53	101.54
Gainesville Regional Utilities	28.09	40.75	56.58	72.40	104.05	135.70
<u>Surveyed Florida Utilities:</u>						
Average	\$ 34.57	\$ 44.94	\$ 58.98	\$ 72.24	\$ 95.00	\$ 108.45
Minimum	23.30	27.70	33.20	38.70	49.70	51.90
Maximum	42.16	55.30	82.95	110.60	165.90	221.20

Rate Comparison (cont.)

Wastewater Commercial Services				
	Comparable Utility	Monthly Usage		
		2" Meter (gallons)		
		50,000	150,000	200,000
				500,000
City of Leesburg - Existing Rates		\$ 330.92	\$ 774.43	\$ 996.19
				\$ 2,326.71
<u>Surveyed Florida Utilities:</u>				
City of Clearwater		\$ 2,576.98	\$ 2,576.98	\$ 2,576.98
City of Clermont		243.75	463.75	573.75
City of DeLand		436.78	919.78	1,161.28
City of Eustis		240.79	646.79	849.79
City of Jacksonville Beach		625.04	1,682.04	2,210.54
City of Mount Dora		313.23	883.86	1,169.17
City of Ocala		552.59	864.09	1,019.83
City of Sanford		396.24	999.24	1,300.74
City of Sunrise		585.02	1,001.02	1,209.02
City of Tallahassee		489.08	1,141.08	1,467.08
City of Tavares		395.86	804.86	1,009.36
City of Wildwood		273.66	693.96	904.11
Gainesville Regional Utilities		325.60	958.60	1,275.10
				3,174.10
<u>Surveyed Florida Utilities:</u>				
Average		\$ 573.43	\$ 1,048.93	\$ 1,286.67
Minimum		240.79	463.75	573.75
Maximum		2,576.98	2,576.98	2,576.98
				5,530.00

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING §22-246 OF THE CODE OF ORDINANCES PERTAINING TO NATURAL GAS RATES; INCREASING MONTHLY CHARGES FOR ALL CLASSIFICATIONS OF CUSTOMER; PROVIDING FOR ANNUAL INFLATION ADJUSTMENT; CHANGING THE GROSS PROFIT MARGIN OF THE CITY; CHANGING THE CALCULATION METHOD FOR THE FUEL ADJUSTMENT CHARGE; REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERANCE CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION I.

§22-246 of the Code of Ordinances for the City of Leesburg, Florida, is hereby amended in its entirety to read as set forth below:

Sec. 22-246. Gas service rate schedule.

The rates for the furnishing of gas service by the city shall be as set forth below. Rates shown shall be subject to periodic adjustment under §22-166 of this Code. The automatic annual adjustment described by 22-166 shall not apply to the Energy Conservation Adjustment. Rates described herein shall be effective for all utility bills rendered on or after the first day of the month following adoption of this Ordinance.

(1) Residential.

- a. Applicable. Service under the rate shall apply only to gas service used in a single private dwelling unit and its appurtenances and used for other than heating only and shall not be resold. Each dwelling unit in an apartment house shall be separately metered. Housing projects in which gas service is furnished by the lessor may be singularly metered and billed.
- b. Deposits. Deposits for each account shall be required as set forth more particularly in § 22-181 of this Code.
- c. Monthly rate.
Availability charge exclusive of use . . . \$6.78
Delivery Charge per therm, effective 6-1-2007 0.464400

(2) Heating only, residential.

- a. Applicable. Service under this rate shall apply only to gas service used for heating only in a single private dwelling unit and its appurtenances and shall

not be resold. Each dwelling unit in an apartment shall be separately metered. Housing projects in which gas service is furnished by the lessor may be singularly metered and billed.

- b. Deposits. Deposits for each account shall be required as set forth more particularly in § 22-181 of this Code.

- c. Monthly rate.
Availability charge, exclusive of use . . . \$10.17

Delivery Charge per therm, effective 6-1-20070.464400

(3) Public building, commercial and small industrial (not contract).

- a. Applicable. To all publicly owned buildings, school buildings, commercial and industrial consumers.

- b. Monthly rate.
Availability charge, exclusive of use . . . \$10.17
Energy Charge per therm, effective 6-1-2007 0.464400

(4) Large industrial--Contract.

- a. Applicable. Gas service under this rate shall apply to large consumers of gas.
- b. Rate. The rate shall be as fixed by contract between the city and the consumer, negotiated by the city manager, with the approval of the city commission.

(5) Reconnection charge. When any service is cut off for nonpayment of bill, and when connection service is requested to be performed after normal business hours, the reconnection charge shall be pursuant to the Utility Service Fee Schedule described in §22-6 of this Code. Service will not be restored after it is cut off for nonpayment until the account is paid current and the reconnection charge is paid.

(6) Fuel adjustment charge. All non-contract natural gas rates shall include a fuel adjustment charge. The fuel adjustment charge is the average cost of natural gas, per delivered therm. The calculation of the fuel adjustment charge shall be based upon past and estimated future costs. The fuel adjustment charge shall be calculated by the Finance Director, or his delegate, and revised as frequently as necessary to assure that the City recovers the total cost of all natural gas purchased.

(7) Turn-off and turn-on fee for gas service interrupted at customer's request. Any gas service interrupted at the request of the customer and restored for the same customer at the same address shall have the fees assessed according to the Utility Service Fee Schedule pursuant to §22-6 of this Code.

(8) Master metering. Where natural gas service charges are measured, in whole or in part, by a master meter, the availability charge on the master meter shall be the number of units served by the master meter times the rate per month availability charge. All consumption on the master meter shall be billed at the monthly rate per therm, as applicable, plus all other charges. The master meter shall be classified to the rate schedule which yields the highest

revenue consistent with the applicability clauses of the rate classes. Each and every user served by the master meter may be billed, at the discretion of the city, for the fixed charge assessed for each user within the particular user's service classification, and the person or entity in whose name the master meter is registered on the city's records shall in such event be billed for the variable charge assessed for the service being provided. As used in this subsection, the following terms shall have the meanings indicated:

- a. Master meter: Shall refer to a meter measuring the service provided to two (2) or more occupancy units being served by a single meter.
- b. Occupancy unit: Shall refer to that portion of any commercial establishment, single- or multi-unit residential building, or trailer, mobile home, manufactured housing, or recreational vehicle park, or marina which is set apart from the rest of such facility by clearly determinable boundaries, as described in the rental, lease or ownership agreement for such unit, or in the absence of such an agreement, where that portion of the facility is clearly set apart from the rest of the facility in a manner which evidences an intent to render the unit suitable for occupancy as a residential, commercial or other space as a discrete unit, separate and apart from the use or occupancy of other units within the same facility.
- c. User: Shall refer to the occupant(s) of any individual occupancy unit served by a master meter.
- d. Fixed charge: Shall refer to the minimum charge imposed by the city during a billing period, in the particular customer's service classification, for the availability of the service, if no service is actually used by the customer in a given billing period.
- e. Variable charge: Shall refer to that portion of the bill for the utility service which is assessed in addition to the fixed charge and which is based on actual usage in a given billing period.

(9) Initial connection fee. An initial connection fee per utility shall be charged according to the Utility Service Fee Schedule described in §22-6 of this Code.

(10) Energy conservation adjustment (Rider ECA). A rider applicable to all firm standard natural gas therm rates to recover the cost of energy conservation programs undertaken by the Leesburg Gas System and approved by the city manager. The ECA will not be applied to interruptible natural gas or contract rates. The currently calculated ECA rate is:

Natural gas rate schedule ECA, per therm . . . \$0.05

The above ECA rate is based on twelve (12) months projected expense levels. This ECA rate will normally be reviewed semi-annually in April and October and may be adjusted upward or downward based on actual and projected energy conservation program costs and projected consumption levels in order to recover the total cost of applicable gas system programs, including energy conservation incentive payments as well as the labor and other costs attributable to such energy conservation programs. The over and under recovery of these ECA costs will be computed and an adjustment in the ECA rate will be made. However, the ECA rate will be adjusted anytime the over or under recovery for a 12-month

period exceeds or is projected to exceed fifty thousand dollars (\$50,000.00) Any adjustment must be approved by the city manager and will be reported to the city commission at the first regularly scheduled commission meeting following the adjustment.

(11) Tax adjustment clause, TAC.

- a. Applicability. Tax adjustment clause shall be applicable to the monthly rate of each filed rate schedule as indicated with reference to billing adjustment.
- b. Calculation of tax adjustment. Calculation shall be minus or plus the applicable proportionate part of any taxes and assessments imposed by any governmental authority below or in excess of those in effect on the effective date hereof including, but not limited to, the City of Leesburg's Utility Service Tax, which are assessed on the basis of revenues from natural gas or service sold or the volume of natural gas purchased for sale or sold. Such taxes and assessments are to be reflected on the bills of only those customers within the jurisdiction of the governmental authority imposing the taxes and assessments.

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 herefrom and the remainder of this ordinance shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

SECTION III.

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 ordinance, in which case those ordinances so affected shall be hereby repealed in their entirety.

SECTION IV.

This ordinance shall become effective immediately upon its passage.

THE CITY OF LEESBURG, FLORIDA

By: Sanna Henderson
Mayor

Attest: Jelly M. Richardson
City Clerk

ORDINANCE NO. 08-14

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING SECTION 22-227 OF THE CODE OF ORDINANCES PERTAINING TO POLLUTION ABATEMENT CHARGES; ESTABLISHING NEW RATE SCHEDULES FOR POLLUTION ABATEMENT CHARGES; PROVIDING FOR RATES EFFECTIVE MARCH 1, 2008; PROVIDING NEW PROPOSED BLOCK RATES; PROVIDING FOR RATES INSIDE AND OUTSIDE CITY LIMITS; PROVIDING FOR CONFLICTS; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1.

Section 22-227, of the Code of Ordinances of the City of Leesburg, Florida, is hereby amended in its entirety to read as:

Each classification of user shall be assessed the following charges for pollution abatement:

(1) Inside the City Wastewater Rates (CCF):

Customer Charge Residential and Master-Meter			
Line No.	Description	Proposed Rates Rates Effective 03/01/2008	New Proposed Block Rates 03/01/2008
<u>Meter Size</u>			
1.	ALL METER SIZES	\$ 20.10	
Consumption Charge (Per 1 CCF = Cubic Feet = 748 Gallons)			
Consumption Charge Wastewater Residential			New Proposed
<u>Block Rates (Per CCF)</u>			<u>Block Rates CCF)</u>
2.	Usage Up to 15 CCF	\$ 1.04200	Up to 21 CCF
Customer Charge Commercial and Municipal			
<u>Commercial and Municipal Classes</u>			
3.	COMMERCIAL I	\$ 20.91	
4.	COMMERCIAL II	\$ 35.59	
5.	COMMERCIAL III	\$ 87.43	
6.	COMMERCIAL IV	\$ 20.10	

Consumption Charge (Per 1 CCF = 100 Cubic Feet = 748 Gallons)

Consumption Charge Wastewater Commercial and Municipal
Block Rates (Per CCF)

- | | | |
|-----|------------------------------------|------------|
| 7. | COMMERCIAL I
All CCF (No CAP) | \$ 1.71900 |
| 8. | COMMERCIAL II
All CCF (No CAP) | \$ 2.13600 |
| 9. | COMMERCIAL III
All CCF (No CAP) | \$ 2.65700 |
| 10. | COMMERCIAL IV
All CCF (No CAP) | \$ 1.04200 |

(2) Inside the City Wastewater rates (1,000 Gallons):

Customer Charge Residential and Master-Meter

- | | <u>Meter Size</u> | |
|----|-------------------|----------|
| 1. | ALL METER SIZES | \$ 20.10 |

Consumption Charge (Per 1,000 Gallons)
Consumption Charge Wastewater Residential
Block Rates (Per 1,000 Gallons)

- | | | | <u>New Proposed
Blocks(Th. Gall.)</u> |
|----|----------------------------|------------|---|
| 2. | Usage Up to 11,000 Gallons | \$ 1.39400 | Up to 15,000 Gall. |

Customer Charge Commercial and Municipal
Commercial and Municipal Classes

- | | | |
|----|----------------|----------|
| 3. | COMMERCIAL I | \$ 20.91 |
| 4. | COMMERCIAL II | \$ 35.59 |
| 5. | COMMERCIAL III | \$ 87.43 |
| 6. | COMMERCIAL IV | \$ 20.10 |

Consumption Charge Wastewater Commercial and Municipal
Block Rates (Per 1,000 Gallons)

- | | | |
|----|-----------------------------------|------------|
| 7. | COMMERCIAL I
All CCF (No CAP) | \$ 2.29800 |
| 8. | COMMERCIAL II
All CCF (No CAP) | \$ 3.85600 |

9. COMMERCIAL III
All CCF (No CAP) \$ 3.55200

10. COMMERCIAL IV
All CCF (No CAP) \$ 1.39400

(3) Outside the City Wastewater Rates (CCF):

Customer Charge Residential and Master-Meter

Line No.	Description	Proposed Rates Rates Effective 03/01/2008	New Proposed Block Rates 03/01/2008
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Meter Size

1. ALL METER SIZES \$ 25.13

Consumption Charge (Per 1 CCF = 100 Cubic Feet = 748 Gallons)

Consumption Charge Wastewater Residential Block Rates (Per CCF)	New Proposed Block Rates Th. Gall).
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2. Usage Up to 15 CCF \$ 1.30300 Up to 21 CCF

Customer Charge Commercial and Municipal
Commercial and Municipal Classes

3. COMMERCIAL I	\$ 26.14
4. COMMERCIAL II	\$ 44.49
5. COMMERCIAL III	\$ 109.29
6. COMMERCIAL IV	\$ 25.13

Consumption Charge (Per 1 CCF = 100 Cubic Feet = 748 Gallons)

Consumption Charge Wastewater Commercial and Municipal
Block Rates (Per CCF)

7. COMMERCIAL I
All CCF (No CAP) \$ 2.14900

8. COMMERCIAL II
All CCF (No CAP) \$ 2.67000

9. COMMERCIAL III
All CCF (No CAP) \$ 3.32100

10. COMMERCIAL IV
All CCF (No CAP) \$ 1.30300

(4) Outside the City Wastewater Rates (1,000 Gallons):

Customer Charge Residential and Master-Meter

Line No.	Description	Proposed Rates Rates Effective 03/01/2008	New Proposed Block Rates 03/01/2008
<u>Meter Size</u>			
1.	ALL METER SIZE	\$ 25.13	
	Consumption Charge (Per 1,000 Gallons)		
	Consumption Charge Wastewater Residential		
<u>Block Rates (Per 1,000 Gallons)</u>			New Proposed
Usage Up to 11,000 Gallons			<u>Block Rates (Th. Gall.)</u>
2.	Usage Up to 11,000 Gallons	\$ 1.74200	Up to 15,000 Gall.
Customer Charge Commercial and Municipal			
<u>Commercial and Municipal Classes</u>			
3.	COMMERCIAL I	\$ 26.14	
4.	COMMERCIAL II	\$ 44.49	
5.	COMMERCIAL III	\$ 109.29	
6.	COMMERCIAL IV	\$ 25.13	
Consumption Charge Wastewater Commercial and Municipal			
<u>Block Rates (Per 1,000 Gallons)</u>			
COMMERCIAL I			
7.	All CCF (No CAP)	\$ 2.87300	
COMMERCIAL II			
8.	All CCF (No CAP)	\$ 3.57000	
COMMERCIAL III			
9.	All CCF (No CAP)	\$ 4.44000	
COMMERCIAL IV			
10.	All CCF (No CAP)	\$ 1.74200	

SECTION 2.

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 3.

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 4.

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 11th day of February, 2008.

THE CITY OF LEESBURG

By:

Mayor

ATTEST:

City Clerk

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02/11/08

ORDINANCE NO. 09- 89

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING SECTION 22-211 OF THE CODE OF ORDINANCES PERTAINING TO WATER SERVICE RATES, AS AMENDED PREVIOUSLY BY ORDINANCE 09 - 64; ESTABLISHING A NEW RATE SCHEDULE FOR WATER; PROVIDING FOR RATES EFFECTIVE AS OF NOVEMBER 1, 2009; PROVIDING FOR RATES EFFECTIVE AS OF NOVEMBER 1, 2010; PROVIDING FOR RATES INSIDE AND OUTSIDE THE CITY LIMITS; PROVIDING FOR ADOPTION OF RECONNECTION CHARGES BY RESOLUTION; PROVIDING FOR CONTINUOUS SERVICE TO FIRE PROTECTION SYSTEMS FOR SAFETY REASONS IN THE EVENT OF A CUTOFF OF SERVICE; PROVIDING FOR CONFLICTS; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1.

Section 22-211, of the Code of Ordinances of the City of Leesburg, Florida, is hereby amended in its entirety to read as:

(a) *Water conservation service rate:*

(1) *Inside The City Water Rates (CCF):*

Line No.	Description	Proposed Rates Effective 11/01/2009	Proposed Rates Effective 11/01/2010
	Customer Charge Residential, Master-Meter, Commercial, and Sprinklers		
1.	All Meter Sizes	\$7.70	\$7.85
	Customer Charge Irrigation		
2.	All Meter Sizes	\$4.03	\$4.31
	Consumption Charge (Per 1 CCF = 100 Cubic Feet = 748 Gallons)		
	Consumption Charge Potable Water Residential <u>Block Rates (Per CCF)</u>		
3.	BAS1 (0 - 6)	\$0.64	\$0.65
4.	BAS2 (7 - 12)	\$0.77	\$0.82

5.	BAS3 (13 – 21)	\$1.07	\$1.14
6.	BAS4 (22 – 45)	\$1.45	\$1.55
7.	BAS5 (Over 45)	\$2.66	\$2.84

Consumption Charge Potable Water Commercial
Block Rates (Per CCF)

8.	All CCF (No Cap)	\$1.03	\$1.10
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Consumption Charge Irrigation Residential
Block Rates (Per CCF)

9.	BAS1 (0 – 9)	\$1.07	\$1.14
10.	BAS2 (10 – 33)	\$1.45	\$1.55
11.	BAS3 (Over 33)	\$2.66	\$2.84

Consumption Charge Irrigation Commercial and Common Area
Block Rates (Per CCF)

12.	BAS1 (0 – 33)	\$1.07	\$1.14
13.	BAS2 (Over 33)	\$1.45	\$1.55

(2) *Inside The City Water Rates (TGAL):*

Line No.	Description	Proposed Rates Effective 11/01/2009	Proposed Rates Effective 11/01/2010
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Customer Charge Residential, Master-Meter, Commercial, and Sprinklers

14.	All Meter Sizes	\$7.70	\$7.85
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Customer Charge Irrigation

15.	All Meter Sizes	\$4.03	\$4.31
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Consumption Charge (Per 1 TGAL = 1000 Gallons)

Consumption Charge Potable Water Residential
Block Rates (Per TGAL)

16.	BAS1 (0 – 4)	\$0.86	\$0.88
17.	BAS2 (5 – 8)	\$1.02	\$1.09
18.	BAS3 (9 – 15)	\$1.43	\$1.53
19.	BAS4 (16 – 33)	\$1.94	\$2.07
20.	BAS5 (Over 33)	\$3.56	\$3.80

Consumption Charge Potable Water Commercial
Block Rates (Per TGAL)

21.	All CCF (No Cap)	\$1.38	\$1.47
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Consumption Charge Irrigation Residential
Block Rates (Per TGAL)

22.	BAS1 (0 – 7)	\$1.43	\$1.53
23.	BAS2 (8 – 25)	\$1.94	\$2.07
24.	BAS3 (Over 25)	\$3.56	\$3.80

Consumption Charge Irrigation Commercial and Common Area
Block Rates (Per TGAL)

25.	BAS1 (0 – 25)	\$1.43	\$1.53
26.	BAS2 (Over 25)	\$1.94	\$2.07

(3) *Outside The City Water Rates (CCF):*

Line No.	Description	Proposed Rates Effective 11/01/2009	Proposed Rates Effective 11/01/2010
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Customer Charge Residential, Master-Meter, Commercial, and Sprinklers

27.	All Meter Sizes	\$9.63	\$9.81
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Customer Charge Irrigation

28.	All Meter Sizes	\$5.04	\$5.39
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Consumption Charge (Per 1 CCF = 100 Cubic Feet = 748 Gallons)

Consumption Charge Potable Water Residential
Block Rates (Per CCF)

29.	BAS1 (0 – 6)	\$0.80	\$0.81
30.	BAS2 (7 – 12)	\$0.96	\$1.03
31.	BAS3 (13 – 21)	\$1.34	\$1.43
32.	BAS4 (22 – 45)	\$1.81	\$1.94
33.	BAS5 (Over 45)	\$3.33	\$3.55

Consumption Charge Potable Water Commercial
Block Rates (Per CCF)

34.	All CCF (No Cap)	\$1.29	\$1.38
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Consumption Charge Irrigation Residential
Block Rates (Per CCF)

35.	BAS1 (0 – 9)	\$1.34	\$1.43
36.	BAS2 (10 – 33)	\$1.81	\$1.94
37.	BAS3 (Over 33)	\$3.33	\$3.55

Consumption Charge Irrigation Commercial and Common Area
Block Rates (Per CCF)

38.	BAS1 (0 – 33)	\$1.34	\$1.43
39.	BAS2 (Over 33)	\$1.81	\$1.94

(4) *Outside The City Water Rates (TGAL):*

Line No.	Description	Proposed Rates Effective 11/01/2009	Proposed Rates Effective 11/01/2010
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Customer Charge Residential, Master-Meter, Commercial, and Sprinklers

40.	All Meter Sizes	\$9.63	\$9.81
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Customer Charge Irrigation

41.	All Meter Sizes	\$5.04	\$5.39
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Consumption Charge (Per 1 TGAL = 1000 Gallons)

Consumption Charge Potable Water Residential
Block Rates (Per TGAL)

42.	BAS1 (0 – 4)	\$1.08	\$1.10
43.	BAS2 (5 – 8)	\$1.28	\$1.36
44.	BAS3 (9 – 15)	\$1.79	\$1.91
45.	BAS4 (16 – 33)	\$2.43	\$2.59
46.	BAS5 (Over 33)	\$4.45	\$4.75

Consumption Charge Potable Water Commercial
Block Rates (Per TGAL)

47.	All CCF (No Cap)	\$1.73	\$1.84
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Consumption Charge Irrigation Residential
Block Rates (Per TGAL)

48.	BAS1 (0 – 7)	\$1.79	\$1.91
49.	BAS2 (8 – 25)	\$2.43	\$2.59
50.	BAS3 (Over 25)	\$4.45	\$4.75

Consumption Charge Irrigation Commercial and Common Area
Block Rates (Per TGAL)

51.	BAS1 (0 – 25)	\$1.79	\$1.91
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In all categories, for installations which have fire protection systems utilizing city water, whether or not metered, there shall be imposed a monthly availability charge, regardless of actual usage, in the amount of \$2.00 per inch diameter of service pipe serving the fire protection system.

(b) Deposits for each account shall be required as set forth more particularly in section 22-181 of this Code.

(c) A reconnection charge, when service is cut off for nonpayment of bill, and when connection service is requested to be performed after normal business hours, will be imposed as provided in the utility service fee schedule adopted or amended from time to time by Resolution of the City Commission.

(d) Service will not be turned on after it is cut off for nonpayment until the account is paid current and cut-on charge is paid. In those installations which have fire protection systems which are operated by city water, service shall remain turned on to the fire protection system as a matter of public safety, however there shall be charged, in addition to the normal reconnection charge, a reconnection surcharge of two dollars (\$2.00) per month per inch diameter of service pipe serving the installation.

(e) Where water service charges are measured, in whole or in part, by a master meter, the availability charge on the master meter shall be the number of units served by the master meter times the rate per month availability charge. All consumption on the master meter shall be billed at the charge per one hundred (100) cubic feet, as applicable, plus all other charges. The master meter shall be classified to the rate schedule which yields the highest revenue consistent with the applicability clauses of the rate classes. Each and every user served by the master meter may be billed, at the discretion of the city, for the fixed charge assessed for each user within the particular user's service classification, and the person or entity in whose name the master meter is registered on the city's records shall in such event be billed for the variable charge assessed for the service being provided. As used in this subsection, the following terms shall have the meanings indicated:

(1) *Master meter*: Shall refer to a meter measuring the service provided to two (2) or more occupancy units being served by a single meter.

(2) *Occupancy unit*: Shall refer to that portion of any commercial establishment, single- or multi-unit residential building, or trailer, mobile home, manufacture housing, or recreational vehicle park, or marina which is set apart from the rest of such facility by clearly determinable boundaries, as described in the rental, lease or ownership agreement for such unit, or in the absence of such an agreement, where that portion of the facility is clearly set apart from the rest of the facility in a manner which evidences an intent to render the unit suitable for occupancy as a residential, commercial or other space as a discrete unit, separate and apart from the use or occupancy of other units within the same facility.

(3) *User*: Shall refer to the occupant(s) of any individual occupancy unit served by a master meter.

(4) *Fixed charge*: Shall refer to the minimum charge imposed by the city during a billing period, in the particular customer's service classification, for the availability of the service, whether or not service is actually used by the customer in a given billing period.

(5) *Variable charge*: Shall refer to that portion of the bill for the utility service which is assessed in addition to the fixed charge and which is based on actual usage in a given billing period.

SECTION 2.

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 effected shall be hereby repealed in their entirety. Except as specifically modified by this Ordinance, the provisions of Ordinance 09 – 64 are hereby ratified and confirmed as originally enacted and shall be and remain in full force *nunc pro tunc* to its original adoption date of October 26, 2009.

SECTION 3.

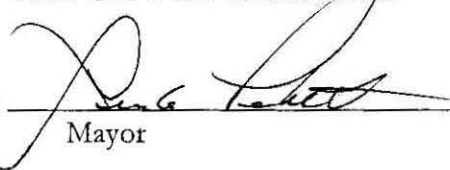
If any portion of this ordinance is declared invalid or unenforceable, and to the extent it is possible to do so without destroying the overall intent and effect of this ordinance, the portion deemed invalid or unenforceable shall be severed herefrom and the remainder of this ordinance shall continue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

SECTION 4.

This ordinance shall become effective upon passage.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 21 day of December, 2009.

THE CITY OF LEESBURG

By: 

Mayor

ATTEST:


City Clerk

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING §22 – 211 OF THE CODE OF ORDINANCES PERTAINING TO WATER RATES, PROVIDING NEW RATE TABLES FOR CUSTOMERS CONNECTED TO THE ROYAL HIGHLANDS WATER TREATMENT PLANT; AMENDING SUBSECTIONS (a)(3) AND (a)(4) OF §22 – 211 TO EXCLUDE FROM THE RATE TABLES IN THOSE SUBSECTIONS ANY CUSTOMERS CONNECTED TO THE ROYAL HIGHLANDS WATER TREATMENT PLANT; CREATING SUBSECTIONS (a)(5) AND (a)(6) OF §22 – 211 TO SPECIFY THE RATES FOR CUSTOMERS CONNECTED TO THE ROYAL HIGHLANDS WATER TREATMENT PLANT; LIMITING CONNECTIONS TO THE ROYAL HIGHLANDS WATER TREATMENT PLANT TO CONFORM TO THE WITHDRAWAL LIMITATIONS FOR THAT FACILITY IN THE CITY'S CONSUMPTIVE USE PERMIT; SETTING FOR LEGISLATIVE FINDINGS; REPEALING CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION I.

The City Commission of the City of Leesburg, Florida, makes the following legislative findings with respect to the rates charged for water supplied by the City's Royal Highlands Water Treatment Plant:

- The City of Leesburg provides potable water to its customers under the provisions of Consumptive Use Permit (CUP) # 94, issued by St. Johns River Water Management District (SJRWMD).
- CUP # 94 was issued by SJRWMD on November 16, 2010.
- SJRWMD has previously established Minimum Flows and Levels (MFL's) for Lake Apshawa (North and South).
- The MFL's for Lake Apshawa have been violated in the historic period since establishment of the MFL's for that body of water.
- CUP permitting rules prohibit issuance of a permit which will impact an MFL which has been violated.
- Hydrogeologic modeling of ground water withdrawals from the Royal Highlands Wellfield demonstrated that the MFL's for Lake Apshawa would be impacted by then-current withdrawals, necessitating a reduction of ground water withdrawals from the Royal Highlands Wellfield.
- CUP # 94 contains Condition # 24, which allocates maximum annual groundwater withdrawals from the Royal Highlands Wellfield as follows:
 - 354.05 million gallons (0.97 million gallons per day (mgd) average) in 2010,
 - 321.20 million gallons (0.88 mgd average) in 2011,
 - 292.00 million gallons (0.80 mgd average) in 2012,
 - 277.40 million gallons (0.76 mgd average) in 2013,
 - 266.45 million gallons (0.73 mgd average) in 2014,

- 259.15 million gallons (0.71 mgd average) in 2015 and,
- 251.85 million gallons (0.69 mgd average) in 2016 through 2030.
- 2010 groundwater withdrawals from the Royal Highlands Wellfield were 0.94 mgd, which is acceptable under condition # 24 but exceeds the allocation for 2011.
- Implementation of an enhanced conservation rate structure is necessary to discourage high water consumption that would cause overwithdrawal from the Royal Highlands Wellfield and therefore violate Condition 24 of CUP # 94 in 2011 and succeeding years.
- The enhanced conservation rate structure should be applied to all residential customers attached to the Royal Highlands Water Treatment Plant.

SECTION II.

§22 – 211(a) of the Code of Ordinances of the City of Leesburg, Florida, is hereby amended to read as follows:

(a) *Water conservation service rate:*

(1) *Inside the city water rates (CCF):*

TABLE INSET:

Line No.	Description	Rates Effective 11/01/2009	Rates Effective 11/01/2010
	Customer Charge Residential, Master-Meter, Commercial, and Sprinklers		
	Meter Size		
1.	ALL METER SIZES	\$7.70	\$7.85
	Customer Charge Irrigation		
	Meter Size		
2.	ALL METER SIZES	\$4.03	4.31
	Consumption Charge (Per 1 CCF = 100 Cubic Feet = 748 Gallons)		
	Consumption Charge Potable Water Residential		
	Block Rates (Per CCF)		
3.	BAS1 (0--6)	\$0.64	\$0.65
4.	BAS2 (7--12)	\$0.77	\$0.82
5.	BAS3 (13--21)	\$1.07	\$1.14
6.	BAS4 (22--45)	\$1.45	\$1.55
7.	BAS5 (Over 45)	\$2.66	\$2.84
	Consumption Charge Potable Water Commercial		
	Block Rates (Per CCF)		
8.	All CCF (No Cap)	\$1.03	\$1.10
	Consumption Charge Residential Irrigation		
	Block Rates (Per		

	CCF)		
9.	BAS1 (0--9)	\$1.07	\$1.14
10.	BAS2 (10--33)	\$1.45	\$1.55
11.	BAS3 (Over 33)	\$2.66	\$2.84
	Consumption Charge Commercial and Common Area Irrigation		
	Block Rates (Per CCF)		
12.	BAS1 (0--33)	\$1.07	\$1.14
13.	BAS2 (Over 33)	\$1.45	\$1.55

(2) *Inside the city water rates (TGAL):*

TABLE INSET:

Line No.	Description	Rates Effective 11/01/2009	Rates Effective 11/01/2010
	Customer Charge Residential, Master-Meter, Commercial, and Sprinklers		
	Meter Size		
14.	ALL METER SIZES	\$7.70	\$7.85
	Customer Charge Irrigation		
15.	ALL METER SIZES	\$4.03	\$4.31
	Consumption Charge (Per 1,000 Gallons)		
	Consumption Charge Potable Water Residential		
	Block Rates (Per TGAL)		
16.	BAS1 (0--4)	\$0.86	\$0.88
17.	BAS2 (5--8)	\$1.02	\$1.09
18.	BAS3 (9--15)	\$1.43	\$1.53
19.	BAS4 (16--33)	\$1.94	\$2.07
20.	BAS5 (Over 33)	\$3.56	\$3.80
	Consumption Charge Potable Water Commercial		
	Block Rates (Per TGAL)		
21.	All CCF (No Cap)	\$1.38	\$1.47
	Consumption Charge Irrigation Residential		
	Block Rates (Per TGAL)		
22.	BAS1 (0--7)	\$1.43	\$1.53
23.	BAS2 (8--25)	\$1.94	\$2.07
24.	BAS3 (Over 25)	\$3.56	\$3.80

	Consumption Charge Irrigation Commercial and Common Area		
	Block Rates (Per TGAL)		
25.	BAS1 (0--25)	\$1.43	\$1.53
26.	BAS2 (Over 25)	\$1.94	\$2.07

(3) *Outside the city water rates excluding customers connected to the Royal Highlands Water Treatment Plant (CCF):*

TABLE INSET:

Line No.	Description	Rates Effective 11/01/2009	Rates Effective 11/01/2010
	Customer Charge Residential, Master-Meter, Commercial, Irrigation and Sprinklers		
	Meter Size		
27.	ALL METER SIZES	\$9.63	\$9.81
	Customer Charge Irrigation		
28.	ALL METER SIZES	\$5.04	\$5.39
	Consumption Charge (Per 1 CCF = 100 Cubic Feet = 748 Gallons)		
	Consumption Charge Potable Water Residential		
	Block Rates (Per CCF)		
29.	BAS1 (0--6)	\$0.80	\$0.81
30.	BAS2 (7--12)	\$0.96	\$1.03
31.	BAS3 (13--21)	\$1.34	\$1.43
32.	BAS4 (22--45)	\$1.81	\$1.94
33.	BAS5 (Over 45)	\$3.33	\$3.55
	Consumption Charge Potable Water Commercial		
	Block Rates (Per CCF)		
34.	All CCF (No Cap)	\$1.29	\$1.38
	Consumption Charge Irrigation Residential		
	Block Rates (Per CCF)		
35.	BAS1 (0--9)	\$1.34	\$1.43
36.	BAS2 (10--33)	\$1.81	\$1.94
37.	BAS3 (Over 33)	\$3.33	\$3.55
	Consumption Charge Irrigation Commercial and Common Area		
	Block Rates (Per CCF)		
38.	BAS1 (0--33)	\$1.34	\$1.43
39.	BAS2 (Over 33)	\$1.81	\$1.94

(4) *Outside the city water rates excluding customers connected to the Royal Highlands Water Treatment Plant (TGAL):*

TABLE INSET:

Line No.	Description	Rates Effective 11/01/2009	Rates Effective 11/01/2010
	Customer Charge Residential, Master-Meter, Commercial, and Sprinklers		
	Meter Size		
40.	ALL METER SIZES	\$9.63	\$9.81
	Customer Charge Irrigation		
	Meter Size		
41.	ALL METER SIZES	\$5.04	\$5.39
	Consumption Charge (Per 1 TGAL = 1000 Gallons)		
	Consumption Charge (Per 1,000 Gallons)		
	Consumption Charge Potable Water Residential		
	Block Rates (Per TGAL)		
42.	BAS1 (0--4)	\$1.08	\$1.10
43.	BAS2 (5--8)	\$1.28	\$1.36
44.	BAS3 (9--15)	\$1.79	\$1.91
45.	BAS4 (16--33)	\$2.43	\$2.59
46.	BAS5 (Over 33)	\$4.45	\$4.75
	Consumption Charge Potable Water Commercial		
	Block Rates (Per TGAL)		
47.	All CCF (No Cap)	\$1.73	\$1.84
	Consumption Charge Irrigation Residential		
	Block Rates (Per TGAL)		
48.	BAS1 (0--7)	\$1.79	\$1.91
49.	BAS2 (8--25)	\$2.43	\$2.59
50.	BAS3 (Over 25)	\$4.45	\$4.75
	Consumption Charge Commercial and Common Area Irrigation		
	Block Rates (Per TGAL)		
51.	BAS1 (0--25)	\$1.79	\$1.91
52.	BAS2 (Over 25)	\$2.43	\$2.59

(3) *Outside the city water rates only for customers connected to the Royal Highlands Water Treatment Plant (CCF):*

TABLE INSET:

Line No.	Description		Rates Effective 08/01/2011
	Customer Charge Residential, Master-Meter, Commercial, Irrigation and Sprinklers		
	Meter Size		
27.	ALL METER SIZES		\$9.81
	Customer Charge Irrigation		
28.	ALL METER SIZES		\$5.39
	Consumption Charge (Per 1 CCF = 100 Cubic Feet = 748 Gallons)		
	Consumption Charge Potable Water Residential		
	Block Rates (Per CCF)		
29.	BAS1 (0--6)		\$0.81
30.	BAS2 (7--12)		\$1.03
31.	BAS3 (13--21)		\$1.43
32.	BAS4 (22--45)		\$3.88
33.	BAS5 (Over 45)		\$10.65
	Consumption Charge Potable Water Commercial		
	Block Rates (Per CCF)		
34.	All CCF (No Cap)		\$1.38
	Consumption Charge Irrigation Residential		
	Block Rates (Per CCF)		
35.	BAS1 (0--9)		\$1.43
36.	BAS2 (10--33)		\$3.88
37.	BAS3 (Over 33)		\$10.65
	Consumption Charge Irrigation Commercial and Common Area		
	Block Rates (Per CCF)		
38.	BAS1 (0--33)		\$1.43
39.	BAS2 (Over 33)		\$1.94

(4) Outside the city water rates only for customers connected to the Royal Highlands Water Treatment Plant (TGAL):

TABLE INSET:

Line No.	Description		Rates Effective 11/01/2010
	Customer Charge Residential, Master-Meter, Commercial, and Sprinklers		
	Meter Size		
40.	ALL METER SIZES		\$9.81
	Customer Charge Irrigation		
	Meter Size		
41.	ALL METER SIZES		\$5.39
	Consumption Charge (Per 1 TGAL = 1000 Gallons)		
	Consumption Charge (Per 1,000 Gallons)		
	Consumption Charge Potable Water Residential		
	Block Rates (Per TGAL)		
42.	BAS1 (0--4)		\$1.10
43.	BAS2 (5--8)		\$1.36
44.	BAS3 (9--15)		\$1.91
45.	BAS4 (16--33)		\$5.18
46.	BAS5 (Over 33)		\$14.25
	Consumption Charge Potable Water Commercial		
	Block Rates (Per TGAL)		
47.	All CCF (No Cap)		\$1.84
	Consumption Charge Irrigation Residential		
	Block Rates (Per TGAL)		
48.	BAS1 (0--7)		\$1.91
49.	BAS2 (8--25)		\$5.18
50.	BAS3 (Over 25)		\$14.25
	Consumption Charge Commercial and Common Area Irrigation		
	Block Rates (Per TGAL)		
51.	BAS1 (0--25)		\$1.91
52.	BAS2 (Over 25)		\$2.59

If the withdrawals from the Royal Highlands Wellfield have been within limits established in Condition 24 of Consumptive Use Permit 94 for two consecutive full calendar years after the effective date of this Ordinance, the BAS4 rates shown in subsections (3) and (4) above, for customers connected to the Royal Highlands Water Treatment Plant only, as those rates may have been adjusted under §22 – 166 of this Code, shall decrease by 25%, and BAS5 rates shown in those same subsections (as adjusted under §22 – 166) shall decrease by 33%. However, if in any calendar year withdrawals exceed the limits of Condition 24, the BAS4 and BAS5 rates in those subsections

shall revert to the higher rate for BAS4 and BAS5, computed based on the rates shown in those subsections as adjusted under §22 – 166 up to the time of the increase.

No additional connections shall be made to the Royal Highlands Water Treatment Plant following the effective date of this Ordinance, except for the following:

- (i) Lots within the following plats comprising the development Royal Highlands, which have never been connected to the Royal Highlands Water Treatment Plant before the effective date of this Ordinance: Plat Book 37, Page 3; Plat Book 43, Page 66; Plat Book 39, Page 32; Plat Book 40, Page 34; Plat Book 41, Page 49; Plat Book 44, Page 31; Plat Book 44, Page 91; Plat Book 46, Page 59; Plat Book 50, Page 30; and Plat Book 38, Page 16; all in the Public Records of Lake County, Florida.
- (ii) Lots within the plat of Whitemarsh, according to the plat thereof recorded in Plat Book 61, Page 22, Public Records of Lake County, Florida, which have never been connected to the Royal Highlands Water Treatment Plant before the effective date of this Ordinance.
- (iii) Such other connections as are approved by Resolution adopted by the Leesburg City Commission.

In all categories, for installations which have fire protection systems utilizing City water, whether or not metered, there shall be imposed a monthly availability charge, regardless of actual usage, in the amount of two dollars (\$2.00) per inch diameter of service pipe serving the fire protection system.

SECTION III.

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 IV.

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 V.

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 25 day of July, 2011.

THE CITY OF LEESBURG, FLORIDA

BY: Bill Polk
MAYOR

Attest: Betty Richardson
CITY CLERK

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING CERTAIN SUBSECTIONS OF §22 – 196 OF THE CODE OF ORDINANCES, PERTAINING TO ELECTRIC RATES, INCREASING THE RATES IN SCHEDULES RS (RESIDENTIAL SERVICE), GS (GENERAL SERVICE NON _ DEMAND), GSD (GENERAL SERVICE DEMAND), AND TOU (TIME OF USE); PROVIDING FOR AUTOMATIC ANNUAL INCREASES OF 5% PER YEAR FOR 2014 AND 2015; SPECIFYING HOW THE ANNUAL 5% RATE INCREASES IN 2013, 2014 AND 2015 ARE TO BE APPLIED IN CONJUNCTION WITH THE AUTOMATIC INCREASES SPECIFIED IN §22 – 166 OF THE CODE OF ORDINANCES; PRESERVING §22 – 196 EXCEPT AS AMENDED HEREBY; REPEALING ANY CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION I.

§22 – 196 of the Code of Ordinances of the City of Leesburg, Florida, is hereby amended so that the subsections thereof listed below shall, following the effective date of this Ordinance, read as follows (NOTE: provisions in ~~strikeout~~ are being deleted from the existing ordinance, provisions in double underline are being added or amended by this Ordinance, and text not marked remains the same as in the existing ordinance):

(1) *Rate schedule RS, residential service.*

- a. *Availability:* This rate is available to all applicable customers in the service area.
- b. *Applicability:* The residential electric rate applies to an electrical service supplying electricity to a single-family residence. Service provided under this section shall not be shared with or resold to others.
- c. *Character of service:* Service shall be single-phase, sixty (60) cycles and approximately 120/240 volts. If three (3) phases are desired, additional charges must be paid by the customer.
- d. *Limitations:* Service is subject to all of the rules and regulations of this tariff and general rules and regulations of the utility. Standby or resale service is not permitted.
- e. Rate per month.

Customer charge\$40.62 11.77

All kwh, per kwh~~0.08129~~ 0.090108

The rates per month shall become effective with all bills rendered on or after the first day of the month subsequent to adoption November 1, 2013. Such rates per month are subject to the

annual inflation adjustment component pursuant to section 22-166, beginning as of October 1, 2016.

f. *Minimum charge:* The minimum monthly bill shall be the customer charge plus other applicable charges, covered by ordinance, state statutes or federal law.

g. *Terms of payment:* All bills and charges for electric current are due and payable twenty (20) days following date of billing. If not paid within twenty (20) days a carrying charge equal to five (5) percent of the total bill is added. Service is discontinued if bill and carrying charge are not paid on or before thirty (30) days succeeding that in which electricity shall have been furnished by the city as stated in all bills rendered.

h. *Billing adjustments:* See "Bulk Power Cost Adjustment," "Energy Conservation Cost Recovery," and "Tax Adjustment Clause".

i. *Deposits.* Deposits for each account shall be required as set forth more particularly in section 22-181 of this Code.

j. *Reconnection charge:* When service is cut off for nonpayment of bill, and when connection service is requested to be performed after normal business hours, the reconnection fee shall be as prescribed by the utility service fee schedule pursuant to section 22-6 of this Code. When service is cut off for meter-tampering, the charge to reconnect shall be as prescribed by the utility service fee schedule pursuant to section 22-6 of this Code plus damages and penalties allowed by state statutes.

(2) Rate schedule GS, general service, nondemand.

a. *Availability.* This rate is available to all applicable customers in the service area.

b. *Applicability.* This rate shall be applicable to all electrical services not covered by any of the other rate categories, residential electrical rate, general service demand rate and flat service rate.

c. *Limitation.* Service is subject to all of the rules and regulations of this tariff and general rules and regulations of the utility. Standby or resale is not permitted.

d. *Rate per month.*

Customer charge~~\$40.62~~ 11.77

All kwh~~0.08847~~ 0.098067

The rates per month shall become effective with all bills rendered on or after the first day of ~~the month subsequent to adoption~~ November 1, 2013. Such rates per month are subject to the annual inflation adjustment component pursuant to section 22-166, beginning as of October 2, 2016.

c. *Minimum charge:* The minimum monthly bill shall be the customer charge plus other applicable charges, covered by ordinance, state statutes or federal law.

f. *Terms of payment:* All bills and charges for electric current are due and payable twenty (20) days following date of billing. If not paid within twenty (20) days a carrying charge equal to five (5) percent of the total bill is added. Service is discontinued if bill and carrying charge are not paid on or before thirty (30) days succeeding that in which electricity shall have been furnished by the city as stated in all bills rendered.

g. *Billing adjustments:* See "Bulk Power Cost Adjustment," "Energy Conservation Cost Recovery," and "Tax Adjustment Clause".

h. *Deposits.* Deposits for each account shall be required as set forth more particularly in section 22-181 of this Code.

i. *Reconnection charge:* When service is cut off for nonpayment of bill, and when connection service is requested to be performed after normal business hours, the reconnection fee shall be as prescribed by the utility service fee schedule pursuant to section 22-6 of this Code. When service is cut off for meter tampering, such reconnection charge shall be as prescribed by the utility service fee schedule pursuant to section 22-6 of this Code plus damages and penalties allowed by state statutes.

(3) *Rate schedule GSD, general service, demand.*

a. *Availability.* This rate is available to all applicable customers in the service area.

b. *Application.*

1. *GSD-1:* For electric service for commercial or industrial lighting, power and any other purpose to any customer with a measured demand in excess of 20 kW and less than 500 kW. Customers with a demand of 20 kW or less may enter into an agreement for service under this schedule based on a demand charge for a minimum of 21 kW.
2. *GSD-2:* For electric service for commercial or industrial lighting, power and any other purpose to any customer with a measured demand of 500 kW and less than 2,000 kW. Customers with a demand of less than 500 kW may enter into an agreement for service under this schedule based on a demand charge for a minimum of 500 kW.
3. *GSD-3:* For electric service for commercial or industrial lighting, power and any other purpose to any customer with a measured demand of 2,000 kW or more. Customers with a demand of less than 2,000 kW may enter into an agreement for service under this schedule based on a demand charge for a minimum of 2,000 kW.

c. *Special provisions.* Any customer whose demand is greater than twenty (20) kw, but less than fifty (50) kw, may at the option of the customer elect to be billed at the general service rate schedule, GS Code 444.2. If the customer modifies electrical usage to the extent the general service demand rate, GSD Code 444.3, produces lower billing, customer may at its option rescind the election to be billed at the general service rate schedule, GS Code 444.2, provided however, that the option of being billed at the general service rate schedule, GS Code 444.2 shall then no longer be available to such customer.

d. *Character of service.* The service shall be three-phase, sixty (60) cycles and approximately one hundred twenty (120) volts or higher, at utility option.

e. *Limitations.* Standby or resale is not permitted.

f. *Rate per month.*

1. GSD-1. Billing demand of 21kW—499kW:

Customer charge~~\$22.66~~ 25.02

Demand charge~~10.55~~ 11.38

Energy rate~~0.04165~~ 0.045991

2. GDS-2. Billing demand of 500—1,999 kW:

Customer charge~~\$40.16~~ 44.34

Demand charge~~12.05~~ 12.99

Energy rate~~0.03806~~ 0.042024

3. GSD-3. Billing demand of 2,000 kW or more:

Customer charge~~\$80.32~~ 88.68

Demand charge~~14.96~~ 16.13

Energy rate~~0.03304~~ 0.036481

The rates per month shall become effective with all bills rendered on or after the first day of the ~~month subsequent to adoption~~ November, 2013. Such rates per month are subject to the annual inflation adjustment component pursuant to section 22-166, beginning as of October 2, 2016.

g. *Minimum charge.* The minimum monthly charge shall be not less than the sum of customer charge and the demand charge for the currently effective billing demand, plus other applicable charges covered by ordinances, state statutes or federal law.

h. *Billing demand.* The maximum fifteen-minute integrated demand established during the current billing period.

i. *Power factor.* When the power factor is less than ninety (90) percent, the billing demand may be determined upon the basis of ninety (90) percent of the calculated kVa, demand.

j. *Deposits.* Deposits for each account shall be required as set forth more particularly in section 22-181 of this Code.

k. *Reconnection charge.* When service is cut off for nonpayment of bill, and when connection service is requested to be performed after normal business hours, the reconnection charge shall be as prescribed by the utility service fee schedule pursuant to section 22-6 of this Code. When service is cut off for meter tampering, there shall be a reconnection charge as prescribed by the utility service fee schedule pursuant to section 22-6 of this Code, plus damages and penalties allowed by state statute.

l. *Terms of payment.* All bills and charges for electric current are due and payable twenty (20) days following date of billing. If not paid within twenty (20) days a carrying charge equal to five (5) percent of the total bill is added. Service is discontinued if bill and carrying charge are not paid on or before thirty (30) days succeeding that in which electricity shall have been furnished by the city as stated in all bills rendered.

m. *Term of service.* Service under this rate shall be for a minimum initial term of twelve (12) months from commencement of service and shall continue thereafter until receipt of notice by the city from the customer to disconnect, or upon disconnect by the city as provided by ordinance, or until the customer's demand is below twenty (20) kw for a consecutive twelve-month period. Customers taking service under another rate schedule who elect to transfer to this rate must remain on this rate for a minimum of twelve (12) months. Where special equipment to serve the customer is required, the city may require a specified term of service contract.

n. *Special provisions.*

1. Any customer other than residential whose monthly demand is greater than twenty (20) kw but does not exceed forty-nine (49) kw for more than two (2) months out of the preceding twelve (12) consecutive months ending with the current billing period may, at the option of the customer, elect to be billed at the General Service Rate Schedule, GS Code 4442. Provided, that once a customer has exceeded forty-nine (49) for more than two (2) months out of the preceding twelve (12) consecutive months, no rate change option is available. If the customer modifies electrical usage to the extent the General Service Demand Rate (GSD Code 4443) produces lower billing, customer may, at its option, rescind the election to be billed at the General Service Rate Schedule, GS Code 4442; provided, that the option of being billed at the General Service Rate Schedule, GS Code 4442, shall then no longer be available to such customer.
2. The city may, under the provisions of this rate, require a contract with the customer. Whenever the customer increases his electrical load, which increase requires the city to increase facilities installed for the specific use of the customer, a new term of service may be required.
3. Any church or religious institution may, at their option, regardless of their demand, elect to be billed at the General Service Non Demand Rate and may not rescind such election thereafter for a period of twelve (12) months. This election may be for the sanctuary and related Sunday School or religious educational buildings.

o. *Billing adjustments.* See "Bulk Power Cost Adjustment," "Energy Conservation Cost Recovery," and "Tax Adjustment Clause".

(13) *Rate Schedules TOU – 1 and TOU – 2, Time of Use Rates.*

- a. *Availability.* Available throughout the entire territory served by the City subject to equipment availability. This is an optional service available at the customer's request. Customer may choose either rate schedule TOU-R1 or TOU-R2.

- b. *Applicability.* The residential electric rate applies to an electrical service supplying electricity to a single-family residence. Service provided under this section shall not be shared with or resold to others.
- c. *Character of Service.* Service shall be single-phase, sixty (60) cycles and approximately 120/240 volts. If three (3) phases are desired, additional charges must be paid by the customer.
- d. *Limitations.* Service is subject to all of the rules and regulations of this ordinance and the general rules and regulations of the City's electric utility. Standby or resale service is not permitted. No customer who elects to obtain service under this TOU rate schedule shall be eligible for any other load management credits offered by the City to residential customers.
- e. *Rates per month.* The following rate schedules shall apply to this TOU rate:

Customer Charge ~~\$41.40~~ 11.77

Rate per kWh:

	<u>TOU-R1</u>	<u>TOU-R2</u>
Winter – On-peak	\$0.404134 <u>\$0.424341</u>	\$0.265005 <u>\$0.278255</u>
Winter – Off-peak	0.060165 <u>0.063173</u>	0.070985 <u>0.074534</u>
Summer – On-peak	0.352527 <u>0.370153</u>	0.230715 <u>0.242251</u>
Summer – Off-peak	0.062573 <u>0.065702</u>	0.072777 <u>0.076416</u>

Winter – On-peak is defined as the hours from 7 a.m. to 9 a.m. on Monday through Friday during the months of December, January and February, excluding any federal holiday occurring on those days. Winter – Off-peak is defined as all other hours during the months of December, January and February.

Summer – On-peak is defined as the hours from 3 p.m. to 5 p.m. on Monday through Friday during the months of March through October, excluding any federal holiday occurring on those days. Summer – Off-peak is defined as all other hours during the months of March through October.

The rate per month is subject to the annual inflation adjustment component pursuant to §22 - 166. Promptly after each annual inflation adjustment, the City will for informational purposes notify the Florida Public Services Commission in writing of its then current rates including any annual inflation adjustment.

- f. *Minimum Charge.* The minimum monthly bill shall be the customer charge plus other applicable charges, covered by ordinance, state statutes or federal law.

- g. Maximum Charge.* After the customer's first three billing months under this rate schedule, at the customer's request, the City will calculate the total billings the customer would have been charged under the basic residential rate, Rate RS, and refund to the customer any excess of the actual billings under this rate over such calculated amount.
- h. Term of Service.* Service under this TOU rate schedule shall be for a minimum initial term of twelve (12) months from commencement of service and shall continue thereafter until receipt of notice by the City from the customer to disconnect, or upon disconnect by the City as provided by City ordinance. Customers taking service under another rate schedule who elect to transfer to this rate must remain on this rate for a minimum of twelve (12) months. A customer taking service under this rate schedule who elects to transfer to another rate will be prohibited from taking service on this rate schedule again for a minimum of twelve (12) months.

SECTION II.

The rates set by this Ordinance shall take effect November 1, 2013, and remain in effect until October 31, 2014. On November 1, 2014, those rates each shall increase by 5%, and the increased rate shall remain in effect until October 31, 2015. Beginning November 1, 2015, the rates in effect from November 1, 2014 through October 31, 2015, each shall increase by 5%, and those increased rates shall remain in effect until September 30, 2016. On October 1, 2016, and each year thereafter, the automatic increases specified by §22 – 166 of the Code of Ordinances shall be applied to each rate schedule listed above. Between the effective date of this Ordinance and October 1, 2016, the annual increases specified in this Ordinance shall take the place of the automatic increases provided by §22 – 166.

SECTION III.

Except as specifically amended by this Ordinance, the provisions of §22 – 196 of the Code of Ordinances shall continue in full force and effect in the form existing prior to this Ordinance, and the rate increases specified in §22 – 166 shall continue to apply annually to any rates not specifically increased by this Ordinance.

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.

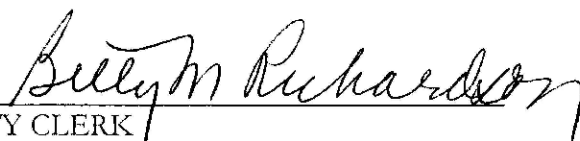
SECTION VI.

This Ordinance shall become effective upon its passage and adoption according to law, provided that the rate increases hereby imposed shall not take effect until November 1, 2013.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 22 day of July, 2013.

THE CITY OF LEESBURG, FLORIDA

BY: 
MAYOR

Attest: 
CITY CLERK

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING §22-166 OF THE CODE OF ORDINANCES PERTAINING TO ANNUAL UTILITY RATE INCREASES BASED ON AN INDEX; CHANGING THE INCREASES BASED ON THE INDEX SO THEY ARE NOT IMPOSED AUTOMATICALLY ON AN ANNUAL BASIS BUT ARE INSTEAD IMPOSED AT THE DISCRETION OF THE CITY MANAGER; REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG:

SECTION I.

§22-166 of the Code of Ordinances of the City of Leesburg, Florida, is hereby amended to read as set forth below:

Sec. 22-166. - Annual rate adjustments based on index.

All utility rates and charges established in or through procedures set forth in divisions 3, 4, 5, 6, 7 and 9 of this article V, except for the effects of automatic pass-through rate components such as the bulk power cost adjustment and purchased gas adjustment mechanisms, may at the discretion of the City Manager be adjusted annually on October 1 according to the percentage increase or decrease in the gross domestic product implicit price deflator index (the "Index"). This increase or decrease shall be measured by comparing the final revision of the Index for the second quarter of the current calendar year to the Index at the same time during the previous year. Rates so adjusted shall go into effect as of the next billing cycle following October 1 of the year in which the increase is imposed. This adjustment shall be implemented by written action of the City Manager issued no later than September 1 of any year in which an adjustment is to be made under this Section. The City Manager may apply such an adjustment to any one or more of the utility rates and is not required to increase all rates simultaneously. For any year a rate is not adjusted according to the Index, the amount by which the rate could have been increased may be applied cumulatively with future increases at a later date if the City Manager so determines.

SECTION II.

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 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 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.

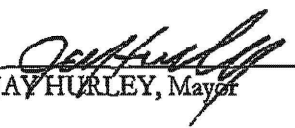
SECTION IV.

This Ordinance shall become effective upon its passage and adoption according to law.

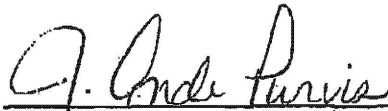
PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 12th day of September, 2016.

THE CITY OF LEESBURG, FLORIDA

BY: _____


JAY HURLEY, Mayor

Attest: _____


J. ANDI PURVIS, City Clerk

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CREATING SECTION 22-250 OF THE CODE OF ORDINANCES, SETTING FORTH RATE PARAMETERS FOR PROVIDING NATURAL GAS SERVICE WITHIN THE VILLAGES SERVICE AREA, PROVIDING FOR THE APPLICABILITY OF THIS ORDINANCE, DEFINING THE VILLAGES SERVICE AREA, REPEALING ORDINANCES IN DIRECT CONFLICT, PROVIDING A SAVINGS CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

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

SECTION I.

Section 22-250 of the Code of Ordinances of the City of Leesburg, Florida, is created to read as set forth below:

Sec. 22-250 Villages Natural Gas Rate Structure and Method of Setting Rates

- A. Villages Monthly Customer Charge. The amount charged to natural gas customers within the Villages Service Area ("Villages Monthly Customer Charge") shall, except as provided below, be equal to the total monthly customer charge as issued by the company currently doing business as TECO People's Gas, (hereafter "Peoples") and its successors, from time to time; *provided however*, the City shall not be required to reduce the Villages Monthly Customer Charge for residential or commercial customers below the monthly customer charges imposed against similarly situated customers served by Peoples on January 1, 2018, even if Peoples subsequently reduces its monthly customer charges.
- B. Villages Aggregate Charge. There shall be a total aggregate charge per therm, which shall generally consist of a distribution charge, other surcharges, and a fuel charge. Subject to the proviso in subsection (A) that the Villages Monthly Customer Charge is not to be reduced below the amount charged by Peoples on January 1, 2018, the Villages Aggregate Charge ("Villages Aggregate Charge") shall be equal to the total aggregate charges per therm for distribution, other surcharges and fuel as issued by Peoples, and its successors, as amended from time to time, with any changes in the monthly fuel charge by either Peoples or the City to be reflected in the distribution charge component of the Villages Aggregate Charge. Notwithstanding the foregoing, the City may request that SSGC consent to a temporary increase in the Villages Aggregate Charge so that the difference between the Villages Aggregate Charge, and the "Native Rate" (as defined in the Agreement), is maintained at the minimum levels described in Paragraph 7(C) of the Agreement.
- C. Service Charges. The City shall not offer transportation service to any customer, residential, commercial, industrial or other, located in the Service Area. Fees for service turn-on and turnoff shall not exceed those charged by Peoples, unless the fee

charged by Peoples is less than the fee charged to City's natural gas customers outside the Villages Service Area, in which case the charge within the Villages Service Area shall equal the charge imposed on City's natural gas customers outside the Villages Service Area. The City may also charge customers for other miscellaneous non-recurring charges and fees, such as Collection Charges and Late Fees, at the same level and method as the City charges for its customers outside the Villages Service Area. The City shall apply its existing natural gas deposit ordinance for its customers outside the Villages Service Area, as modified from time to time by the Leesburg City Commission, to all customers served under this rate structure. Fees and service charges for services required in this section shall be as set forth in the city's adopted utility service fee schedule, then in effect.

- D. This Ordinance shall apply only to natural gas rates within the "Villages Service Area," as that term is defined in the Natural Gas System Construction, Purchase, and Sale Agreement between the City of Leesburg and South Sumter Gas Company, LLC (referred to elsewhere in this Ordinance as "SSGC"), as amended from time to time (referred to elsewhere in this Ordinance as the "Agreement"), and not to rates for natural gas sold by the City of Leesburg outside the Villages Service Area.

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 herefrom and the remainder of this ordinance shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

SECTION III.

All ordinances or parts of ordinances which are in direct 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 direct 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 V.

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 26th day of February 2018.

THE CITY OF LEESBURG, FLORIDA

Attest:


J. Andi Purvis, City Clerk

CITY OF LEESBURG, FLORIDA
ANTI-DILUTION TEST - BASE METHOD

First Test	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020
2 Year Average Legally Available Non-Ad Valorem Revenues	\$ 19,194,767	\$ 19,303,298	\$ 19,207,024	\$ 19,976,401	\$ 19,675,488	\$ 19,579,056	\$ 19,577,066	\$ 22,331,136	\$ 23,393,939	\$ 21,652,178
Maximum Annual Debt Service on Non-Ad Valorem Revenue Debt	3,686,634	3,650,239	3,650,239	3,670,954	3,751,298	3,762,022	2,749,721	2,479,569	2,479,569	2,479,569
Coverage¹	5.21	5.29	5.26	5.44	5.24	5.20	7.12	9.01	9.43	8.73
Second Test	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020
Legally Available Non-Ad Valorem Revenues	A \$ 18,966,378	\$ 18,387,621	\$ 20,026,427	\$ 19,926,376	\$ 19,829,043	\$ 19,696,313	\$ 19,457,820	\$ 25,204,453	\$ 21,583,425	\$ 21,720,933
Non-Enterprise Fund Revenues ²	B 24,556,338	23,245,644	24,971,210	24,882,991	24,320,976	24,673,750	24,662,759	30,882,891	27,812,020	28,534,127
Costs of Essential Services	C 16,607,201	16,735,293	15,732,311	16,613,455	15,585,278	16,134,474	16,944,409	17,909,853	18,961,889	18,921,833
MADS Secured by a Lien on Pledgeable Non-Ad Valorem Revenues	D 1,850,718	1,786,841	1,786,841	1,789,085	1,789,086	1,496,694	1,496,694	1,496,694	1,496,694	1,496,694
Maximum Annual Debt Service on Covenant Debt	E 1,881,869	1,866,059	1,866,059	1,881,869	1,977,024	1,977,024	1,255,791	991,424	991,424	991,424
Available Revenues - [A - ((A/B) * C) - D] =	F 4,288,892	3,362,935	5,622,577	4,833,185	5,333,182	5,319,952	4,592,741	9,090,991	5,371,421	5,820,439
Coverage [F / E]³	2.28	1.80	3.01	2.57	2.70	2.69	3.66	9.17	5.42	5.87

¹ 1.10 times coverage required - Additional Bonds Test

² line A plus Ad Valorem Taxes from the Historical Non-Ad Valorem Revenues Worksheet on the next page

³ 2.00 times coverage required - Additional Bonds Test

CITY OF LEESBURG, FLORIDA

HISTORICAL NON-AD VALOREM REVENUES WORKSHEET

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
CB&A Worksheet -										
CB&A Non-Ad Valorem Revenues										
1. Charges for Services ¹	\$ 594,690	\$ 540,735	\$ 587,243	\$ 895,084	\$ 1,022,235	\$ 551,697	\$ 680,077	\$ 726,039	\$ 840,324	\$ 885,765
2. Intergovernmental ¹	2,258,348	2,084,254	2,220,336	2,144,512	2,280,813	2,383,900	2,521,105	2,600,258	2,797,579	2,982,821
3. Licenses, Permits & Assessments ¹	112,255	133,435	133,374	166,926	258,885	1,480,640	1,527,224	1,540,698	1,605,500	1,634,859
4. Fines and Forfeitures ¹	101,084	122,391	151,693	119,059	115,092	105,829	158,906	356,383	168,245	146,227
5. Investment Income ¹	68,429	24,094	115,408	48,987	118,194	301,546	121,133	177,462	441,577	271,894
6. Miscellaneous ¹	4,562,502	4,455,952	1,316,156	1,371,047	552,022	600,826	622,212	936,474	740,158	799,710
7. Non Advalorem Taxes ¹	4,426,503	6,053,869	6,180,065	6,263,159	6,514,005	6,865,741	6,961,624	6,996,821	6,996,821	6,969,307
(sum of Utility Taxes and Other Taxes less restricted) ³										
8. Utility and Business Unit Transfers ¹	9,347,764	9,168,459	10,341,723	10,051,357	9,891,736	9,516,319	9,022,790	13,973,265	10,280,444	10,593,887
9. Less funds detailed in worksheet:										
"Diverse General Fund Revenue Sources"	(1,252,598)	(4,195,568)	(1,019,571)	(1,133,755)	(1,291,183)	(2,110,186)	(2,157,251)	(2,110,502)	(2,287,222)	(2,563,537)
Legally Available Non-Ad Valorem Revenues	\$ 20,218,977	\$ 18,387,621	\$ 20,026,427	\$ 19,926,376	\$ 19,461,799	\$ 19,696,312	\$ 19,457,820	\$ 25,196,898	\$ 21,583,426	\$ 21,720,933
Two Year Average	19,817,348	19,303,299	19,207,024	19,976,402	19,694,087	19,579,055	19,577,065	22,327,358	23,390,162	21,652,180
Ad Valorem Taxes ²	\$ 5,361,571	\$ 4,858,023	\$ 4,944,783	\$ 4,956,615	\$ 5,022,163	\$ 4,977,437	\$ 5,204,939	\$ 6,228,595	\$ 6,228,595	\$ 6,493,470
Total Revenue	\$ 25,580,548	\$ 23,245,644	\$ 24,971,210	\$ 24,882,991	\$ 24,483,962	\$ 24,673,749	\$ 24,662,759	\$ 31,425,493	\$ 27,812,021	\$ 28,214,403
Cost of Essential Services										
General Government ¹	\$ 2,851,945	\$ 2,730,096	\$ 1,891,217	\$ 3,257,326	\$ 3,242,396	\$ 3,601,492	\$ 3,515,915	\$ 3,869,799	\$ 3,869,799	\$ 3,678,770
Public Safety ¹	13,755,256	14,005,197	13,841,094	13,356,129	12,342,882	12,532,982	13,428,494	15,092,090	15,092,090	15,230,727
Total Cost of Essential Services	\$ 16,607,201	\$ 16,735,293	\$ 15,732,311	\$ 16,613,455	\$ 15,585,278	\$ 16,134,474	\$ 16,944,409	\$ 18,961,889	\$ 18,961,889	\$ 18,909,497
Legally Available Non-Ad Valorem Revenues	\$ 20,218,977	\$ 18,387,621	\$ 20,026,427	\$ 19,926,376	\$ 19,461,799	\$ 19,696,312	\$ 19,457,820	\$ 25,196,898	\$ 21,583,426	\$ 21,720,933
Less MADS on Senior Lien	\$ (1,850,718)	\$ (1,786,841)	\$ (1,786,841)	\$ (1,789,085)	\$ (1,789,086)	\$ (1,799,811)	\$ (1,793,410)	\$ (1,496,694)	\$ (1,496,694)	\$ (1,496,694)
Less Allocable Essential Services ⁴	(13,126,404)	(13,237,845)	(12,617,009)	(13,304,106)	(12,388,418)	(12,879,666)	(13,368,385)	(15,203,605)	(14,715,311)	(14,557,526)
Available Revenues	5,241,855	3,362,935	5,622,577	4,833,185	5,284,295	5,016,835	4,296,025	8,496,599	5,371,421	5,666,713
MADS on Covenant Debt	1,881,869	1,866,059	1,866,059	1,881,869	1,977,024	1,977,024	1,255,791	991,424	991,424	991,424
Coverage	2.79	1.80	3.01	2.57	2.67	2.54	3.42	8.57	5.42	5.72

¹ Source is the Statement of Revenues - the current year CAFR

² Source is the Statement of Activities - the current year CAFR

³ This is a calculation: General Fund taxes less ad valorem taxes

⁴ This is a calculation: Total Cost of Essential Services multiplied by (Legally Available Non-Ad Valorem Revenues divided by Total Revenues)

CITY OF LEESBURG, FLORIDA
DIVERSE GENERAL FUND REVENUE SOURCES

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL
Revenues Available for CB&A	\$ 20,218,976	\$ 18,387,620	\$ 20,026,423	\$ 19,926,376	\$ 19,461,798	\$ 19,696,311	\$ 19,457,820	\$ 25,204,453	\$ 21,583,424	\$ 21,720,933
Revenues not available for CB&A:										
Ad Valorem Revenues	\$ 5,361,571	\$ 4,858,024	\$ 4,474,125	\$ 4,466,447	\$ 4,491,933	\$ 4,513,817	\$ 4,612,604	\$ 4,754,422	\$ 4,970,770	\$ 5,290,494
Non-Ad Valorem Revenues:										
Grant Revenue	336,265	630,350	736,319	566,155	599,120	650,735	104,388	58,334	234,826	423,496
Charges For Services	150,954	171,100	46,843	330,867	467,402	-	287,807	296,094	304,753	316,358
Miscellaneous Revenues	765,379	3,394,119	236,409	236,734	224,661	262,770	554,040	543,670	523,544	589,465
Fire Assessment Fees	-	-	-	-	-	1,196,681	1,211,016	1,212,405	1,224,099	1,234,217
Total not available for CB&A	\$ 1,252,598	\$ 4,195,569	\$ 1,019,571	\$ 1,133,756	\$ 1,291,183	\$ 2,110,186	\$ 2,157,251	\$ 2,110,503	\$ 2,287,222	\$ 2,563,536
	\$ 6,614,169	\$ 9,053,593	\$ 5,493,696	\$ 5,600,203	\$ 5,783,116	\$ 6,624,003	\$ 6,769,855	\$ 6,864,925	\$ 7,257,992	\$ 7,854,030

CITY OF LEESBURG, FLORIDA
SUMMARY OF MAXIMUM ANNUAL NON-AD VALOREM DEBT SERVICE

Fiscal Year	Series 2009 Capital Improvement	Series 2013 Capital Improvement	Series 2015 TIF - GL CRA	Series 2016 TIF - CRA 441/27	Aggregate Debt Service
2020	\$ 481,357	\$ 1,015,337	\$ 100,715	\$ 489,042	\$ 2,086,451
2021	477,167	1,010,262	100,329	498,992	2,086,750
2022	477,386	1,008,537	100,870	890,554	2,477,347
2023	476,895	1,002,662	100,338	889,832	2,469,727
2024	475,695	1,005,287	100,734	889,722	2,471,438
2025	478,667	1,009,662	101,042	890,198	2,479,569
2026	475,811	1,006,162	100,277	890,234	2,472,484
2027	477,128	1,010,337	100,440	889,828	2,477,733
2028	472,617	1,006,903	-	889,984	2,369,504
2029	472,278	1,006,794	-	889,672	2,368,744
2030	473,336	1,009,269	-	889,894	2,372,499
2031	-	1,009,694	-	890,626	1,900,320
2032	-	1,009,069	-	889,838	1,898,907
2033	-	1,001,910	-	890,558	1,892,468
2034	-	1,008,016	-	889,734	1,897,750
2035	-	1,002,853	-	890,392	1,893,245
2036	-	-	-	890,482	890,482
	<u>\$ 5,238,337</u>	<u>\$ 16,122,754</u>	<u>\$ 804,745</u>	<u>\$ 14,339,582</u>	<u>\$ 36,505,418</u>

Maximum: \$ 2,479,569

CITY OF LEESBURG, FLORIDA
AGGREGATE SENIOR LIEN EXISTING DEBT SERVICE
BONDS SECURED BY EXPRESS LIEN ON NON-AD VALOREM REVENUES

Fiscal Year	Series 2009 Cap Improv	Series 2013 Cap Improv	Aggregate Debt Service
2020	\$ 481,357	\$ 1,015,337	\$ 1,496,694
2021	477,167	1,010,262	1,487,429
2022	477,386	1,008,537	1,485,923
2023	476,895	1,002,662	1,479,557
2024	475,695	1,005,287	1,480,982
2025	478,667	1,009,662	1,488,329
2026	475,811	1,006,162	1,481,973
2027	477,128	1,010,337	1,487,465
2028	472,617	1,006,903	1,479,520
2029	472,278	1,006,794	1,479,072
2030	473,336	1,009,269	1,482,605
2031	-	1,009,694	1,009,694
2032	-	1,009,069	1,009,069
2033	-	1,001,910	1,001,910
2034	-	1,008,016	1,008,016
2035	-	1,002,853	1,002,853
	<u>\$ 5,238,337</u>	<u>\$ 16,122,754</u>	<u>\$ 21,361,091</u>
Maximum:			\$ 1,496,694

**CITY OF LEESBURG, FLORIDA
AGGREGATE CB&A DEBT SERVICE
MAXIMUM ANNUAL COVENANT DEBT SERVICE**

Fiscal Year	Series 2015 GL CRA	Series 2016 CRA Highway 441/27	Aggregate Debt Service
2020	\$ 100,715	\$ 489,042	\$ 589,757
2021	100,329	498,992	599,321
2022	100,870	890,554	991,424
2023	100,338	889,832	990,170
2024	100,734	889,722	990,456
2025	101,042	890,198	991,240
2026	100,277	890,234	990,511
2027	100,440	889,828	990,268
2028	-	889,984	889,984
2029	-	889,672	889,672
2030	-	889,894	889,894
2031	-	890,626	890,626
2032	-	889,838	889,838
2033	-	890,558	890,558
2034	-	889,734	889,734
2035	-	890,392	890,392
2036	-	890,482	890,482
	<u>\$ 804,745</u>	<u>\$ 14,339,582</u>	<u>\$ 15,144,327</u>

Maximum: \$ 991,424

CITY OF LEESBURG, FLORIDA
CAPITAL IMPROVEMENT REFUNDING PROMISSORY NOTE, SERIES 2009

Date	Principal	Interest	Debt Service	Annual Debt Service
10/01/2019	\$ 295,000	\$ 96,667	\$ 391,667	\$ -
04/01/2020	-	89,690	89,690	481,357
10/01/2020	305,000	89,690	394,690	-
04/01/2021	-	82,477	82,477	477,167
10/01/2021	320,000	82,477	402,477	-
04/01/2022	-	74,909	74,909	477,386
10/01/2022	335,000	74,909	409,909	-
04/01/2023	-	66,986	66,986	476,895
10/01/2023	350,000	66,986	416,986	-
04/01/2024	-	58,709	58,709	475,695
10/01/2024	370,000	58,709	428,709	-
04/01/2025	-	49,958	49,958	478,667
10/01/2025	385,000	49,958	434,958	-
04/01/2026	-	40,853	40,853	475,811
10/01/2026	405,000	40,853	445,853	-
04/01/2027	-	31,275	31,275	477,128
10/01/2027	420,000	31,275	451,275	-
04/01/2028	-	21,342	21,342	472,617
10/01/2028	440,000	21,342	461,342	-
04/01/2029	-	10,936	10,936	472,278
10/01/2029	462,400	10,936	473,336	473,336
	<u>\$ 4,087,400</u>	<u>\$ 1,150,937</u>	<u>\$ 5,238,337</u>	<u>\$ 5,238,337</u>

CITY OF LEESBURG, FLORIDA
CAPITAL IMPROVEMENT REFUNDING REVENUE BONDS, SERIES 2013

Date	Principal	Interest	Debt Service	Annual Debt Service
10/01/2019	\$ 565,000	\$ 229,406	\$ 794,406	\$ -
04/01/2020	-	220,931	220,931	1,015,337
10/01/2020	580,000	220,931	800,931	-
04/01/2021	-	209,331	209,331	1,010,262
10/01/2021	605,000	209,331	814,331	-
04/01/2022	-	194,206	194,206	1,008,537
10/01/2022	630,000	194,206	824,206	-
04/01/2023	-	178,456	178,456	1,002,662
10/01/2023	665,000	178,456	843,456	-
04/01/2024	-	161,831	161,831	1,005,287
10/01/2024	700,000	161,831	861,831	-
04/01/2025	-	147,831	147,831	1,009,662
10/01/2025	725,000	147,831	872,831	-
04/01/2026	-	133,331	133,331	1,006,162
10/01/2026	755,000	133,331	888,331	-
04/01/2027	-	122,006	122,006	1,010,337
10/01/2027	775,000	122,006	897,006	-
04/01/2028	-	109,897	109,897	1,006,903
10/01/2028	800,000	109,897	909,897	-
04/01/2029	-	96,897	96,897	1,006,794
10/01/2029	830,000	96,897	926,897	-
04/01/2030	-	82,372	82,372	1,009,269
10/01/2030	860,000	82,372	942,372	-
04/01/2031	-	67,322	67,322	1,009,694
10/01/2031	890,000	67,322	957,322	-
04/01/2032	-	51,747	51,747	1,009,069
10/01/2032	915,000	51,747	966,747	-
04/01/2033	-	35,163	35,163	1,001,910
10/01/2033	955,000	35,163	990,163	-
04/01/2034	-	17,853	17,853	1,008,016
10/01/2034	985,000	17,853	1,002,853	1,002,853
	<u>\$ 12,235,000</u>	<u>\$ 3,887,754</u>	<u>\$ 16,122,754</u>	<u>\$ 16,122,754</u>

**CITY OF LEESBURG, FLORIDA
CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2015
(GREATER LEESBURG CRA)**

Date	Principal	Interest	Debt Service	Annual Debt Service
10/01/2019	\$ 81,000	\$ 10,447	\$ 91,447	-
04/01/2020	-	9,268	9,268	100,715
10/01/2020	83,000	9,268	92,268	-
04/01/2021	-	8,061	8,061	100,329
10/01/2021	86,000	8,061	94,061	-
04/01/2022	-	6,809	6,809	100,870
10/01/2022	88,000	6,809	94,809	-
04/01/2023	-	5,529	5,529	100,338
10/01/2023	91,000	5,529	96,529	-
04/01/2024	-	4,205	4,205	100,734
10/01/2024	94,000	4,205	98,205	-
04/01/2025	-	2,837	2,837	101,042
10/01/2025	96,000	2,837	98,837	-
04/01/2026	-	1,440	1,440	100,277
10/01/2026	99,000	1,440	100,440	100,440
	<u>\$ 718,000</u>	<u>\$ 86,745</u>	<u>\$ 804,745</u>	<u>\$ 804,745</u>

CITY OF LEESBURG, FLORIDA
TAX INCREMENT REFUNDING REVENUE NOTE, SERIES 2016
(CRA FOR US HIGHWAY 441/27 TIF PROJECT)

Date	Principal	Interest	Debt Service	Annual Debt Service
11/01/2019	\$ -	\$ 147,021	\$ 147,021	\$ -
05/01/2020	195,000	147,021	342,021	489,042
11/01/2020	-	144,496	144,496	-
05/01/2021	210,000	144,496	354,496	498,992
11/01/2021	-	141,777	141,777	-
05/01/2022	607,000	141,777	748,777	890,554
11/01/2022	-	133,916	133,916	-
05/01/2023	622,000	133,916	755,916	889,832
11/01/2023	-	125,861	125,861	-
05/01/2024	638,000	125,861	763,861	889,722
11/01/2024	-	117,599	117,599	-
05/01/2025	655,000	117,599	772,599	890,198
11/01/2025	-	109,117	109,117	-
05/01/2026	672,000	109,117	781,117	890,234
11/01/2026	-	100,414	100,414	-
05/01/2027	689,000	100,414	789,414	889,828
11/01/2027	-	91,492	91,492	-
05/01/2028	707,000	91,492	798,492	889,984
11/01/2028	-	82,336	82,336	-
05/01/2029	725,000	82,336	807,336	889,672
11/01/2029	-	72,947	72,947	-
05/01/2030	744,000	72,947	816,947	889,894
11/01/2030	-	63,313	63,313	-
05/01/2031	764,000	63,313	827,313	890,626
11/01/2031	-	53,419	53,419	-
05/01/2032	783,000	53,419	836,419	889,838
11/01/2032	-	43,279	43,279	-
05/01/2033	804,000	43,279	847,279	890,558
11/01/2033	-	32,867	32,867	-
05/01/2034	824,000	32,867	856,867	889,734
11/01/2034	-	22,196	22,196	-
05/01/2035	846,000	22,196	868,196	890,392
11/01/2035	-	11,241	11,241	-
05/01/2036	868,000	11,241	879,241	890,482
	<u>\$ 11,353,000</u>	<u>\$ 2,986,582</u>	<u>\$ 14,339,582</u>	<u>\$ 14,339,582</u>



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

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting Monday, March 8, 2021, at the Venetian Center. Mayor Christian called the meeting to order at 5:32 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

Mayor 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

None

3. PRESENTATIONS

A. Employee Service Award Recognition:

Five Years: Kandi Harper, Planning & Zoning; and Michael Todd, Police
Twenty Years: Angela Smith, Finance
Twenty-Five Years: Alden "Al" Purvis, Public Works
Thirty Years: Ronald Hancock, Electric; and Sandra Lovett, Electric

Human Resources Director Melissa Arriaga and CM Minner presented service recognition awards to City of Leesburg employees: Kandi Harper, Senior Planner for 5 years; Angie Smith, Utility Billing Supervisor for 20 years; Al Purvis, Chief Plant Operator for 25 years; and Ronald Hancock, Electric

Contract Supervisor for 30 years.

Michael Todd, Police; and Sandra Lovett, Electric were unable to attend.

Mayor Christian commented that everyone is appreciated for their longevity with the City of Leesburg.

B. Retirement Plaques:

**Joyce Brown
Sabrina Hubbell**

Neither retiree was able to attend.

4. PUBLIC COMMENTS:

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

Lay Brother Steven Gerard, Tangerine Court, stated he attended the March for Life in January in Washington, DC, in honor of Nellie Gray. Ms. Gray was a Texas citizen who relocated to Washington, DC, was a conservative democratic, a catholic, and started the March for Life in Washington, DC back in 1973 or '74. He had the honor of meeting Ms. Gray before she passed away in 2012. She saw the Life/Peace Zone banner and was very pleased that citizens were coming forth with new constitutional opportunities and this is a constitutional opportunity for the City of Leesburg. He will continue to present the Life/Peace Zone concept to Leesburg and surrounding communities. He hopes to be in Fruitland Park on Thursday and Lady Lake next Monday to give them the same information about the possibilities. The first City in the country to pass a Sanctity of Life resolution was Roswell, New Mexico and he hopes that maybe this Commission would like to dive into that possibility. The resolution is effective, but it does not carry the strength and weight of an ordinance; however, it does set the tone that Leesburg would want to move in this type of direction. He mentioned that he interacts with churches within the community and if the Commission would like to do an upcoming resolution of appreciation, the Father's House will be celebrating their twenty-fifth anniversary at the end of the month.

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.B.1.A = Professional Services Agreement with CPH, Inc., for the design of the Market Street Festival Street;

5.B.1.B = Professional Services Agreement with CPH, Inc., for the design of the South Canal Street & Dixie Entryway;

5.B.1.C = Professional Services Agreement with CPH, Inc., for the design of Pine Street Improvements conceptual and engineering services;

5.B.3 = Agreement with Guaranteed Maximum Price (GMP) with Evergreen Construction Management, Inc., for construction of the Leesburg Teen Center;

5.C.2 = Amendment to the Amended and Restated Ground Lease with Venetian Gardens Site Holdings, LLC; and

5.C.3 = Authorization of an Impact Fee Credit Agreement with Bentley Ridge Holdings, LLC.

Commissioner Pederson moved to adopt the Consent Agenda except for 5.B.1.A, 5.B.1.B, 5.B.1.C, 5.B.3, 5.C.2, and 5.C.3, and Commissioner Robuck 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 February 22, 2021

B. PURCHASING ITEMS:

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 Citrus Sandblast, LLC, for the recoating of the College Street Elevated Water Storage Tank for an amount of \$187,000.00; and providing an effective date.

Resolution 10,814

1. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a Warranty Deed from Speed Society, LLC, to the City of Leesburg, Florida, for property lying in the Official Plat of the City of Leesburg, Lake County, Florida; and providing an effective date.

Resolution 10,815

1. Award of Request for Qualifications 210013 and resolutions authorizing execution of professional services agreements with CPH, Inc. for design of three (3) elements of the downtown master plan improvements.

- a. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a professional services agreement with CPH, Inc. for the design of the Market Street Festival Street as part of downtown improvements for an amount not to exceed \$207,972.00; and providing an effective date.**

ADOPTED RESOLUTION 10,816

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 Pederson seconded the motion.

Mayor Christian requested comments from the Commission and the audience.

Commissioner Connell stated he spoke with the City Manager earlier this afternoon on a few of the items pulled. With respect to items 5.B.1.A, 5.B.1.B, and 5.B.1.C he is not really familiar with what is being proposed and what the benefit "gain" to the City is for this kind of money being spent. It is a tremendous amount of money to just put a plan together. He would like to see more information on this; like what staff is thinking they would like to accomplish by doing this and what is the benefit to the City by spending close to five hundred thousand dollars for just putting a plan together because this does not even start to cover the cost of what the improvements would be once a plan is approved. If we are going to spend five hundred thousand dollars he wants much more information and wants to see what the benefits are for the City to make these types of improvements.

CM Minner commented he understands the Commissioner's concerns, but these are consulting fees; not a plan per say, it is for the conceptual design of the plans that was established in the master plan. Back in the the summer of 2019 the Commission worked on creating the downtown master plan, which was adopted in March 2020. That plan emphasized the Market Street Concept, which was the promenade going from the Library up to 7th Street. It also addressed the concept of a Gateway at Canal and Dixie, along with the concept of improving the Pine Street corridor. That plan also has other concepts like multi-use and promoting multi-use zoning issues within the downtown and bringing multi-family dimensions to the downtown along with others, but through that plan we staged an incremental financial approach. At that time, we picked out the top three big ticket items, the Market Street concept, the Pine Street concept, and the Dixie Entryway concept. That was to help make it easier on the budget; so we could keep our pay as you go fashion. We are now at the point of how to execute the plan and how to design these concepts. In this fiscal year's budget we put in half a million dollars in the CRA budget to cover the design and engineering of the plan. As we go through the process of designing and engineering the plan that could take several months and it could lead us into the fall, which at that time we would seek public input. We would have the ability to review and decide which designs best fit the budget. Market Street could run anywhere in the ballpark of two to four million dollars and the Dixie/Canal and Pine Street projects could both run around a million dollars each. The plan was to put together design concepts, to be funded this year, then as we dug deeper into the design we would have better budgeting numbers, could better prioritize these projects, and would know if we could do a pay as you go basis.

With the pay as you go basis there is cash coming from either reserves that we have put together for capital improvement projects; some will come from the general fund cash, we have the fiber system sales (which we call the CIP war chest fund) where there is about three million dollars left and then the perpetual transfers from excess revenues, and the gas and solid waste funds. If the new commission members have issues or want to change direction now would be the time to do that. If they do not agree

on the downtown plan or want to push this off to provide more time and opportunity to look at downtown plans now would be the time. **Commissioner Connell** remarked that it is a lot of money to spend to just develop a plan without knowing if we will even execute that plan. With the lack of knowledge on what we are trying to accomplish he is having hard time supporting this. **Commissioner Pederson** stated he respects his fellow Commissioner's comments because he missed out on going through the plan, which they all went through and spent some time on about a year ago. This was put on hold because of Covid and he was actually curious when this was going to be resurrected again and it is nice to see it on the agenda. His reaction, is he supports the downtown and Pine Street, but put Canal Street/Dixie on hold.

He does not understand why we would be doing that part now. To him we should be doing our downtown right and then come back and do more of the promotions. He heard we had a million dollars, so spread the money and get the downtown done along with Pine Street. He read in the contract that the concept there is similar to what we did on Main Street and 27, so why is it so expensive when we are basically duplicating what we did there. **CM Minner** replied the rough estimates are about the same, but that 27/441 project ran about seven hundred and fifty thousand to eight hundred thousand dollars.

Commissioner Pederson commented that if we already paid for it there then to some degree we should be able to use that information at South Canal and Dixie to save some money. **CM Minner** pointed out that we would have to redo the design in a different location, which includes surveying, because you can not just transfer that information. **Commissioner Pederson** remarked that he would not mind putting the Canal Street/Dixie project on hold to focus on the downtown and Pine Street projects. We need to get those projects fixed first and then we can promote on the intersection to encourage more people to come downtown. **Commissioner Burry** stated when this was first brought up he was sitting on the opposite side of the table and it was a lot easier to look at from that side. With being the liaison to the partnership, the partnership consists of many business owners from the downtown area, and he knows that other areas of the city sometimes think they are a little under served when we are spending so much money concentrating in just the downtown area. He thinks that is something we need to think about in the future, but he does not have any strong negative impulses on this and we need to move forward with our downtown. We need to get something going at Lee School and it is a good time to make that investment and make it better. **Commissioner Robuck** agrees with Commissioner Pederson on the idea of tabling the Dixie/Canal Street project. He knows it is a project that will eventually need to be done, but we are talking about projects that total about seven million dollars. He is hesitant to design something with the idea that they may not even start it for four to five years. A new commission may not want what this current commission designs and we may be biting off too much at one time. He would like to see improvements made and in his ideal world it would be one project at a time. His ranking order would be the Pine Street project first because we have the pool and everything going on there and that is where we historically spend money; that area clearly needs the investment the most. Then Market Street, which is also an important project, second due to the total cost and last, would be the Canal Street project. If he had his preference he would only approve Pine Street, but he could go along with Market Street, but not the Canal Street project. **Mayor Christian** stated he agrees with what he is hearing. Commissioner Connell is right on point that this is a lot of money, and we still have to survey it, whether we do it today or tomorrow. He too will be expiring like Commissioner Robuck and does not want to approve something that might not be built. He would like to see this Commission approve at least two of these items. He is good with the Pine Street project and Market Street. He agrees we could wait on the Canal/Dixie project and that the next commission could pick that one up and run with it.

The roll call vote was:

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

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

- b. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a professional services agreement with CPH, Inc. for the design of the South Canal Street & Dixie Avenue Entryway as part of downtown improvements for an amount not to exceed \$121,495.00; and providing an effective date.**

DENIED RESOLUTION 10,817

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

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

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

The roll call vote was:

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

Zero yeas, Five nays, the Commission denied the resolution.

- c. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a professional services agreement with CPH, Inc. for the design of the Pine Street Improvements conceptual and engineering services as part of downtown improvements for an amount not to exceed \$85,100.00; and providing an effective date.**

ADOPTED RESOLUTION 10,818

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 Pederson seconded the motion.

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

The roll call vote was:

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

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

3. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services Agreement with a Guaranteed Maximum Price (GMP) with Evergreen Construction Management, Inc., for construction of the Leesburg Teen Center in the amount of \$2,406,500.00; and providing an effective date.

ADOPTED RESOLUTION 10,819

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 pulled this because Evergreen Construction is a customer of RoMac and he needs to abstain from voting.

Commissioner Pederson commented that this is a big number and he does not recall bidding this out and would like some clarification. **CM Minner** stated it was done through the Construction Manager at Risk (CMR) process and Evergreen won that RFQ. Staff set a target budget around three-million and this is about four thousand dollars under that estimated budget. **Commissioner Pederson** remarked that he is a big supporter of this but he is big-eyed at how this can cost two hundred and forty dollars a square foot and just wanted to make sure he got that on the record because this seems high. **Commissioner Robuck** pointed out that price is not high, it may have been high a few years ago, but not now. He does not know if you could even build a house for that price. **Commissioner Pederson** stated he understands construction materials are sky high when the economy is good.

The roll call vote was:

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

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

C. RESOLUTIONS:

2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Amendment to Amended and Restated Ground Lease between the City of Leesburg and the Venetian Gardens Site Holdings, LLC; and providing an effective date.

ADOPTED RESOLUTION 10,820

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 Pederson seconded the motion.

Mayor Christian requested comments from the Commission and the audience.

Mayor Christian stated after reading through the correspondence on this his concern is what happens when we get to September and nothing has been done; would be like we just wasted five to six months. He wonders if there is anything the City can do in the interim to assist this applicant so we do not lose another five or six months. **CM Minner** commented it is a gamble that comes with the decision on whether we stay with Mr. Boyd and his group or if we cut bait. If we cut bait, we would be looking at at least two to three years from today to be at a ground breaking because we would have to go through another RFQ to find a partner. We would have to first negotiate that contract, look at their designs, and then go to permitting so reasonably we would be looking at another twenty four to thirty months before we would even get to construction. Then construction alone you would have nine months so we would be looking at 2024 or 2025 before we would have a restaurant on the basin. With Mr. Boyd there were some legitimate delays with Covid and there were some issues with the partnership, but Mr. Boyd has straightened all that out. Basically, we are looking at a ten month delay with the contract and construction where it should have started in November. We should see it started by September, but Mr. Boyd hopes to get started by June. There are risks, but we need to take this or we will be sitting here two years from now with nothing going on. **Mayor Christian** asked if there was anything we could do as a City to assist the applicant and ensure that this gets done. **CM Minner** answered that the most we could do at this stage is help get them through the permit process and assist them with the utility relocates and site preps. They are ready to start, their permits are ready to be approved and Mr. Boyd is in the audience and would be happy to answer any questions. They are ready to put the shovel in the ground, they just need a few weeks to get it started. They are very optimistic at this stage and they are ready to go. **Commissioner Pederson** remarked that it is reasonable with Covid and the impact it has had on restaurants. Being a former banker he understands the difficulties and it has probably been nearly impossible to get a loan for a restaurant in the last six to nine months. **Commissioner Robuck** pointed out that he is okay with this, but suggested if they do not break ground by August 1st that we get that RFP ready so we do not loose anytime by September 1st. He hopes that does not come into play because he would really love to see this come through. **CM Minner** replied that the RFP needs a little dusting off.

Thad Boyd, SE 16th Avenue, Ocala stated that they currently have their swift mud permit along with their environmental studies done. They have their dewatering permit and ACR agreement in the works and the permits are on the desks at the City level. They have spent well over two hundred and fifty thousand dollars at this point and all their civil stuff is complete. They were literally thirty days away from breaking ground when Covid hit, their loans were already approved, then they were pulled and sent them back to the drawing board on financing. They are spending approximately four point seven million dollars on this restaurant, which is a huge number for a restaurant. It is a huge investment and

with Covid going on it has been tough, but they are back on track now. They are appreciative that the City is working with them and allowing them more time to make this happen.

Commissioner Pederson inquired piggy backing off this, if they do not follow through on this with all the work the applicant has done, with the site work and the permitting, it would have absolutely no value to them. Could a clause be added in the extension where all the work product must be provided to the City if they fail to complete the project. **CM Minner** stated they would want to make that an amendment to the motion because that clause is not in the amendment so they would want to make that their work and design is proprietary and the City Attorney could add that in.

Commissioner Pederson made motion to amend to the addendum or extension of the lease that the tenant will provide the City with all the work product if they terminate the lease and Commissioner Robuck seconded the motion.

The roll call vote on the amendment was:

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

Five yeas, no nays, the Commission amended to the addendum or extension of the lease so that the tenant will provide the City with all work product should they terminate the lease.

The roll call vote as amended was:

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

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

3. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Impact Fee Credit Agreement between the City of Leesburg and Bentley Ridge Holdings, LLC; 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 Pederson made motion to adopt the resolution and Commissioner Robuck seconded the motion.

Mayor Christian requested comments from the Commission and the audience.

Commissioner Robuck stated he pulled this because he does not think we should be giving this impact fee credit. This project was not contingent on this and they are now coming back in the middle of the

project asking for it. He knows we can give it to them, but we are talking about one hundred and ninety thousand dollars. We should not be just giving away that kind of money for no reason and on top of that, this particular developer has stiffed a bunch of local subcontractors on this job along with some others, so he is not looking to do them any favors. Quite frankly, he would not look at doing anyone any favors in the middle of a project because they already have an existing agreement and to come back in the middle of a project and say hey give us this just does not set well. **Commissioner Burry** pointed out that the way it looked to him is that the City would have to upgrades to the lift station if the developer did not do the upgrades. **CM Minner** responded eventually yes, the city does anticipate growth in that Newall Hill/Bentley area and if that growth comes the lift station will need to be upgraded. The existing lift station can handle the current flow. What happened with this project was the city laid out to the former Bentley Ridge developers the requirements to build the extra capacity and upgrade the lift station. They got half way through that process and stopped all the work. The new owners came to the city and asked for help to get that moving again and to help encourage that restart of the abandoned development, staff said we would recommend it to the commission. Yes, we would be giving up about two hundred thousand dollars, but what justifies that is potentially we would be encouraging the redevelopment of a stalled out subdivision and it would save us from a potential couple hundred thousand dollar repair. It would show that we shifted it to the development, it would show that we did not have to make those repairs ourselves, and it would help get that stalled development moving again. **Commissioner Pederson** stated he remembers having a big discussion on impact fees about twelve to eighteen months ago with the development across the street from the hospital and he remembers after that discussion the commission voted it was not binding. However, he thought there was a vote by the commission to no longer do these and to set a precedent to no longer do impact fee credits and to stop these requests. **CM Minner** answered that they did and that they said they do not ever want to waive impact fees and that is different from the impact credit. When that developer came before them that was for something significantly different because that developer, who asked for the two million in impact fee credit, wanted a credit and during staff discussions and commission debate we came to the conclusion that we offer developers this type of deal where they make an improvement because generally the city would have to make these types of improvements. **Commissioner Pederson** said that the reason he brought this up is because it is not binding. We could vote to do this, but the big debate at that time was if we do it once the requests are going to start coming in the door over and over again. That is the discussion he remembers on the subject. **CM Minner** replied that it was about balancing the waiver versus the credit and the spur of the development. Remember there is no waiver and if you use a waiver as an incentive the general fund needs to pay that. In this case it is a credit and that developer is making a public improvement that we will be taking over as the payment. **Commissioner Burry** pointed out that was going to be his question, once this project is completed who actually owns the lift station. **CM Minner** answered it would be the city. Sometimes you get these deals where it is a wink-wink public improvement, but this is a bona fide public improvement. **Commissioner Burry** added that he would want to be assured that the improvements to the lift station meet all standards of what the city would do if we were to improve it ourselves. **CM Minner** remarked that before they do the work they would have to apply for permits, they would have inspections as well, so we would know what type of work has been done. **Commissioner Robuck** questioned if do they not have to do this whether we give them the credit or not, if they want to build their project. **CM Minner** confirmed, yes. **Commissioner Robuck** stated that is what we are missing, is that they have to do this whether or not we give them the credit if they want to build their project. The old developer agreed to it, they agreed to it, so it is not like do not give them the money and then we get something less; they have to build it no matter what. He is about as pro-development as anyone, but right now we do not need to be giving away things to developers. He already has severe doubts that this project will get done given this developers track record, but this is just a handout. **Commissioner Pederson** agreed with Commissioner Robuck and said what got his attention was the possibly of saving the city some money, but that is not black and white in this case either. **Commissioner Connell** commented that he had a conversation with the city manager and his understanding was that if

they do not put this in, the city would be looking at four hundred and fifty thousand to five hundred and fifty thousand dollars to improve the existing lift station. If they put this in at the one hundred and ninety thousand dollars and we waived the impact fees, we would not have to come out of pocket to improve the existing lift station. The station they are putting in would cover that so if that holds true we would give away one hundred and ninety thousand dollars, but we could save potentially two hundred and fifty to three hundred thousand dollars by making this agreement. **CM Minner** said it is semantical that we would be giving up one hundred and ninety thousand dollars and it would be questionable on who would be making the improvements in the future. We would try to spin it so the developer would, but that is not guaranteed. The win would be that we say no and the developer completes and absorbs the costs, they fix the lift station and spend the four hundred thousand dollars and we get to keep the impact fees. The middle ground is we want to make sure they improve and do the development because it has been stalled, so we would give up the one hundred and ninety thousand dollars, but we would be assured that we would never have to build a lift station. The worse case scenario would be they default, they do nothing, this puts them over the edge and the development just sits around with nothing happening until another developer comes in to start. Everyone is right in what they have said, it is just what do you want to gamble. **Commissioner Burry** asked if the developer is required to this. **CM Minner** replied yes, when he purchased the development, the development improvements came with it; including the oversizing and improvements to the existing lift station because the existing lift station cannot significantly absorb more capacity. **Commissioner Burry** stated that changes things a bit, if he knew he was required to do this then he does not see why we would be waiving or crediting any impact fees. **Commissioner Robuck** said Commissioner Connell brought up a good point, what if they do not do this project, is the city going to have to update that lift station. **CM Minner** responded yes at some point, but the current lift station is at a capacity where it can sit still pump the existing flow. **Public Works Director (PWD) Cliff Kelsey** stated that lift station is one of the oldest in the city and is due for updating. **CM Minner** asked how much that would cost. **PWD Kelsey** answered it would cost approximately four hundred and fifty thousand dollars. **CM Minner** said that if this project does not go we are going to have to spend four hundred and fifty thousand dollars to update that lift station. He asked that this item be tabled for further review because where we are heading is a deviation between upgrading it to assume capacity and upgrading to a capacity to just get us by to where development comes in, which may not be the four hundred thousand dollars for the city. We maybe only talking one hundred thousand dollars to change out the pumps and to keep the existing flow going and then we can shift the burden of that development to someone else. **PWD Kelsey** commented that this will need to be done at its current capacity. **CM Minner** stated that is where they disagree because at the current capacity it may not need the full four hundred thousand dollars worth of upgrades.

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

The roll call vote was:

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

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

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

AVAILABLE

A. SECOND READING OF ORDINANCES

- 1. None**

B. FIRST READING OF ORDINANCES

- 1. An Ordinance of the City of Leesburg, Florida, vacating 212.38 +/- feet of right of way and consisting of approximately 4,884 square feet, and generally located on the east side of Barrett Avenue, west of Lots 15, 16, and 17 of the Harlem Subdivision, of Leesburg, Florida; and providing an effective date.**

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.

Mayor Christian pointed out that this property is owned by the CDC and the right-of-way goes right between two houses. One of the residents is having some major problems with people parking beside her bedroom; she calls the police and she gets cursed out. So, the CDC has asked that the city put a variance in place where she can put up a fence to be able to live and sleep in peace. He wished this was a one step reading process, but we will come back and take care of this for her. This is located on the west side of her property and people are using it as a cut through to get to the retention pond and over to the church. The police try to uphold the law, but the traffic going through there is mostly legal. The tenant is an older lady and they have put up logs and those people come along, move the logs, and there is nothing this lady can do right now so that is the purpose of this vacation.

- 2. An Ordinance of the City of Leesburg, Florida, modifying the conditions of approval for a SPUD (Small Planned Unit Development) zoning on approximately 0.21 acres for property generally located south of West Main Street and east of south Moss Street, as legally described in Section 27, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date.**

Commissioner Burry 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 questioned with this being multi-family and that the parcel seems awfully small, what type multi-family dwelling would go here. **Timothy Sennett** stated they would be looking at a duplex for this size lot; similar to what is on Main Street. **Commissioner Robuck** thanked him and said he was just curious and does not have a problem with a duplex. **Mr. Sennett** said it is zoned R-2, which

would allow for that and they are trying to get that area cleaned up.

3. **An Ordinance of the City of Leesburg, Florida, modifying the conditions of approval for a SPUD (Small Planned Unit Development) on approximately 0.43 acres, for property generally located south of West Main Street and west of Oakland Street, as legally described in Section 27, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date.**

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. There were none.

4. **An Ordinance of the City of Leesburg, Florida, rezoning approximately 0.28 acres from C-1 (Neighborhood Commercial) to SPUD (Small Planned Unit Development) to allow for a mechanic shop for a property generally located north of West Main Street and west of Lone Oak Drive as Legally described in Section 27, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date.**

Commissioner Robuck 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 why we were doing a PUD to allow a mechanic shop in neighborhood commercial. **Planning Manager (PM) Dan Miller** stated under the current C-1 zoning, a mechanic shop would not be allowed. In this particular instance they did a PUD and the only use would be for the mechanic shop and the single family; limited to those uses only. There are not a lot of other ways to do this and this is a one man operation. **Commissioner Robuck** said it seemed like such a minor change to have to go through this whole process. **PM Miller** added under the C-1 zoning it does not really work there, but given the specifics of this location, it is a hundred feet from west side and a hundred feet from main road. There is a cemetery located on the north side and it seems like it would work fine because it is such a small operation. **Mayor Christian** stated he has an issue with it being right next to a school and the only thing that separates them is a PVC fence. If he is working on a motorcycle and revving up a motor while kids are trying to learn math that could be a distraction. He knows the church had a long petition, but he is concerned about a motorcycle shop along side a school. **PM Miller** stated staff asked that same question when the applicant came in and he said that he works on motorcycles now for his friends so that is the reason why staff felt they could bring this forward. Obviously the Commission has the final decision so if there are some concerns about noise those could be addressed. The applicant is a one man shop, only works on one motorcycle at a time, and there could be something put in about that. **Mayor Christian** wanted to know if staff could write something in to stop him from turning this into a four man team so we do not have situation where he has twelve motorcycles being worked on at the same time because then we would have all kinds of complaints from the school and the community saying we approved a one man shop and now it is more. He knows the pastor and the church members have a lengthy objection and now there is another church being constructed right behind it, so there will be two churches with a lot of people and the school. He has not had the chance to talk to them and work this out,

but he feels like this is going to be a major conflict.

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 stated regarding the redistricting at the last meeting he tried to get it into the packet before it was distributed, but it had been in flux so at the last meeting they quasi approved the map that was before them; however, he pulled up the wrong map at the last second so what they actually said they liked was the one that had the Villages in district two. Basically it is the same composition, it has the demographics attached to it, and it is reasonably based on population. At that meeting, the Mayor brought up a concern with population and the disparity in the number of voters because those demographics did not show that.

So, the charge was not to approve the districts and set the public hearing for March 22nd to allow time to put together a new map. He has brought that new proposal at the request of the Mayor and it focuses on trying to create that majority minority district in pursuant with the lawsuit. In doing that they had to make that districts look like they do now because essentially the highest percentage of African Americans live in two census blocks; Carver Heights and the Pine Street corridor. Those two census blocks are about eighty eight percent African American and around those blocks the numbers drop to around forty four percent, twenty four percent and then we have districts where there are none. So to get a majority minority district we had to link those two areas and that is what this current map does. While district one would be the majority minority district it is reasonably compact and contiguous. The problem came with districts four and five and how you split the remaining votes, he recalled the Shoreline Drive and Beverly Shores area, so to make that work they had to snake around the Newall Hill area. They had to split that area so those areas look like funny districts and that is why the map looks kind of ugly, but it is challengeable. The other map was more compact and contiguous and it fit the redistricting plans a little better, but in order to serve the purpose of creating that majority minority district and because of the lawsuit, this one becomes defensible and politically acceptable. Not only does it get the majority minority district, it pretty much stays with the principles of the districts. Also, Commissioner Connell would stay in district three, the Villages would go in the "new" district two, Commissioner Burry would stay in district five and Commissioner Pederson would be in district four. Then when the election comes around we would have the vacated district one seat from the termed out Mayor Christian and district two would be a new seat from Commissioner Robuck. It basically does the same thing as the charts, but instead of going by population, it simply shows those who are eligible to vote. They broke the districts

down by that number and what they found is they could make it spot on with that criteria while making sure we did not go plus or minus the average in any district. We took the number of people over eighteen in the city with the population of twenty thousand and eighty two and divided that by five so each district would have approximately four thousand and sixteen people. The proposal tonight is in (district one) they have 3,939 people, (district two) is 4,036 people, (district three) is 4,025 people, (district four) has 4,035 eligible people and in (district five) 4,047 people, so in all districts those numbers are pretty tight. The range of discrepancy should not be plus or minus three percent of four thousand and sixteen and our range is negative 1.93. The biggest range was in district one of a little bit under four thousand and sixteen at three thousand nine hundred and thirty nine and the worst high range is .76% in district five, which is four thousand and forty seven versus four thousand and sixteen. The next barometer is the range of disparity; it should not be greater than 8-10% and our range of -1.3 to 1.76% and it is actually 2.7%.

When you break the districts down based on the demographics of eligible voters eighteen and over we accomplish what you wanted, but we do get some sneaky districts which are defensible. **Mayor Christian** commented that we have four thousand people in each district or close to it, which is good.

CM Minner added that they could probably tweak district one again, because right now it appears to have a leg in it. We could possibly sneak a couple more people in there and punch across the boulevard to get that triangle where Holiday Marina is over to where Bentley Boulevard hits 441. We could probably grab a couple more houses in that area, but the reason we trimmed it back was to give district four a little more diversity. He did not want to pinch districts four and five too much more so he peeled a couple houses off. However, he does not think the city attorney would squawk too much about whether that orange bump comes out more if the Commission decides to put in a couple more houses there. He pointed out that we do need to be careful because district one is right at fifty percent and we do not want to change that number. We would absolutely have to go out and verify if an African American family resided in these homes before moving forward or chopping through more neighborhoods. Even though they had snaked it through there they still divided neighborhoods reasonably nicely. **Commissioner Robuck** asked, because it may become an issue with growth, when it comes to the consent decree is it majority African American or majority minority. **CM Minner** replied it is majority minority in the consent and it recognizes that the old way of doing business with the districts blocked out African American voter concentration and that five districts did not help represent the minority African American issues, which is what it specifically said. What the consent decree goes on to say is that you can not digress from that; it does not say you have to have a minority majority district, it says you have to constantly watch your districts and you have to constantly have a district where the African American vote is not diluted. That does not necessarily mean do a minority majority. He thinks the decree says it without saying it, but he would have to turn to the city attorney to move forward. If we create a district that does not have a majority minority in it; it needs to reflect that in the districts as a whole in the city wide demographics. However, we would also teeter with the challenges from that, it does not say it, but we are better off doing it. Once the Villages start developing we will always be able to develop a minority majority district and as they come in it will become easier. **Commissioner Robuck** agreed and said this was the spirit of it whether it says it or not; the intent was to create that district, but as the city grows and these districts get bigger how are we going to deal with that. **CM Minner** said as the city grows what happens is there will be more districts in the south that are smaller and the districts in the core of Leesburg will get bigger land wise. If everyone is good we can nip and tuck it some more and get this up on the city website and have it available for the public to see and review. He will have a PowerPoint presentation at the March 22nd meeting, which will include the map, and if the public has any questions regarding the redistricting plan they can contact his office.

10. ROLL CALL:

Commissioner Burry inquired as to the façade grants. **CM Minner** replied the façade grants got sideways because we did not put a lot of money into them for 2020 and then Covid hit. Staff was halfway through the review process internally and then the world stopped and now we are getting back to it. He spoke with Dan Miller about a week ago and the new planner has helped tremendously with a couple other things, so they are shifting this to her. They are hoping at the first meeting in April to have some recommendations. There is about fifty thousand dollars in each of the three CRA's to fund projects, but the big one was the downtown CRA; it has the most projects that will not get funding, but his goal is to bring it forward in April.

Commissioner Pederson commented that he attended the Big Ten NCAA Division One Softball Tournament a week ago on Sunday. He was out there in the afternoon, it was a beautiful day, he was talking with Alison Strange, she was the one that put this event on, she was extremely happy and pleased with the feedback she was receiving from the people participating in the event. He complimented the Recreation department; the facilities are great. He also complimented the Public Works department for fixing up the road leading in there and the Center for the Arts along with the Partnership for the food truck vendors at the event. It was a nice event, unfortunately they did not get to promote much due to the Covid restrictions because the crowds were small, but it was a great event and it was good for the City of Leesburg.

Commissioner Connell had nothing.

Commissioner Robuck had nothing.

Mayor Christian requested for future meetings, if when someone comes in asking for a hundred and ninety thousand dollars in credit that they be in attendance. **CM Minner** stated they were present tonight. **Mayor Christian** continued to say that on Friday they held the black tie gala and he wanted to thank the City of Leesburg and the sponsors who supported that event because it was a great event. The City Manager, the Chief and himself honored some great people in the City of Leesburg. The event was nice and everyone felt really comfortable. He was not sure if everyone was just excited to get out of the house and get around people, but it was done in a very safe manner. There was social distancing, people had their masks on, and everyone just felt very comfortable. The festival itself has been postponed until March 20th due to weather and he expects the same type of excitement along with safe social distancing for that event. He mentioned that it is his understanding that more Covid shots are available. The CDC met with hospital personnel and they are working really hard trying to get more people in Leesburg vaccinated. The hospital is working to make sure we are able to vaccinate as many people that would like to be vaccinated here in the City of Leesburg. He stated to be on the lookout for more press releases and if anyone wants their shots they need to contact their county commissioner and the hospital to let them know because the more people we have showing interest the harder they will push for them. He asked everyone to 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 6:41 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: March 22, 2021

From: Cliff Kelsey, (Public Works Director)

Subject: Purchase request by the Public Works Department for the City Hall Elevator Modernization project by Johnson-Laux Construction, LLC for an amount of \$142,128.74.

Staff Recommendation:

Staff recommends approval of the Public Works purchase request to Johnson-Laux Contractors, LLC for the City Hall elevator modernization for the amount of \$142,128.74.

Analysis:

The City Hall elevator has needed a complete rebuild and modernization for a number of years. The elevator experiences a high incidence of failures which causes the elevator to be out of service and in some instances having people stuck in the elevator when it fails. This much needed modernization project will update all electronics, hydraulics, controls and sensors. In some instances, such as the door closer, do not meet current code requirements. Most everything will be replaced excluding the door panels and elevator 'car'.

The City attempted to modernize the elevator in September 2011 without success. During the period the City hired a consultant to write the specifications for the work. Using the JOC contract with Johnson-Laux eliminates the need for specifications as they have review the work, specified the scope of work, and will perform the work for the stated cost.

With the City Commission meetings being held at the Venetian Center and not City Hall, now is a good time to perform the modernization. City departments on the third and second floors will accommodate service needs by coming down to the first floor should someone not be able to use the stairs to get to the second and third floors.

Procurement Analysis:

This purchase will use the Job Order Contracting (JOC) contract approved by City Commission on January 11, 2021.

Options:

1. Approve the purchase request to Johnson-Laux Contractors, LLC for the amount of \$142,128.74; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Funds will be reallocated from other capital projects in the current fiscal year for this project.

Account No.	<u>031-5193-519.63-10</u>
Project No.	<u>310051</u>
WF No.	<u>WF1334670 / 001</u>
Requisition	<u>53172</u>
Budget	
Available	

Submission Date and Time: 3/17/2021 10:38:13 AM

Detailed Scope of Work

To: John Toth
Johnson-Laux Construction, LLC
8100 Chancellor Drive, Suite 165
Orlando, FL 32809
(407) 770-2181

From: John Folker
SOURCEWELL - FL - City of Leesburg
501 W Meadow St
Leesburg, FL 34748
352-504-5292

Date Printed: February 10, 2021

Work Order Number: 087800.00

Work Order Title: City of Leesburg City Hall Elevator Restoration

Brief Scope: City Hall Elevator Restoration

☐**Preliminary**☐**Revised**☒**Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

02/09/2021 PROJECT: City of Leesburg – Elevator Modernization SUBJ: Scope of Work Summary Scope: The project includes modernization of the City hall elevator located at 501 W. Meadow Street in Leesburg, Florida. Detailed Scope of Work: • Provide new elevator controller by Motion Control Engineering • Provide new landing system, new hoistway limit switches, hoistway wiring and and traveling cables • Provide new hoistway door equipment. All hoistway door panels will remain. • Existing door operator will be replaced with a new code compliant closed loop GAL MOVFR system. The existing car header, tracks, hangers and rollers, clutch with restrictor, and gate switch will be replaced with new. A new code compliant infra-red door safety reopening device will be provided. • Existing slide guides will be serviced and adjusted as needed. • New car and hall fixtures. • The power unit will be replaced with new submersible unit: tank, pump, motor, valve. • No new cab interior finishes. • New pit stop switches. Existing pit ladder to remain. • Install firestopping of any existing holes or voids in the elevator machine room. • Demo any electrical equipment or conduits not scheduled for retention pertaining to the elevator machinery space. • Provide new fuse kit and fuses in the existing main line disconnect. Disconnect size and reuse of existing feed is based on full load amps of the existing machines. • Provide all necessary load side conduit and wire from the main line and cab light disconnects to the new elevator controller. • Existing cab light disconnect to remain. Remove extra poles. • Provide new conduit and phone line in the machine room for elevator phone service from the existing junction box. Phone service to machine room by owner. • Rebulb existing fixture with LED bulbs. Provide guarded LED light fixtures as needed to reach the elevator machine room. • Provide vaporproof LED light fixtures with switch in the elevator pit. • Provide GFCI, non GFCI receptacles new circuit, conduit, and emergency power signal wires. • Provide New 120 V circuit fire alarm subpanel. • Provide Silent Knight SK 6808 fire sub panel with batteries and surge protector. • Provide smoke detectors and relay modules with new conduit, as necessary. • Provide engineering, programming, testing and inspection. • Provide training as new equipment. Clarifications: • Work to be performed during normal/regular business hours Monday through Friday, 8:00am to 5:00pm. • Not included will be anything not mentioned, or anything requested by owner/ AHJ that is not already mentioned. • Contractor to utilize City of Leesburg Waste Services for dumpsters. • Main line power feeds to the machine room are not included. • Dewatering and cleaning of the pit is not included. • Permits not included. • Bond not included. • No Liquidated Damages. • Certified Payroll / Davis-Bacon wages not included. • Liability insurance included. • Builder's Risk not included. • All work to be completed during normal business hours. • Any unforeseen conditions are excluded.

Subject to the terms and conditions of JOC Contract **FL-ECA-GC03-121918-JLC**.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: March 22, 2021

From: James Williams, (Finance Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing acceptance of the City's Annual Audit for Fiscal Year ending September 30, 2020 by MSL; and providing an effective date.

Staff Recommendation:

Staff recommends adoption of the FY 20 Annual Audit Report.

Analysis:

Attached to this agenda is the FY 20 annual audit report. Annually the Commission is required to approve this document.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

N/A

Submission Date and Time:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING ACCEPTANCE OF THE CITY'S ANNUAL AUDIT
FOR FISCAL YEAR ENDING SEPTEMBER 30, 2020 BY MSL; 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 this resolution adopting the FY 20 audit report.

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 March 2021.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: March 22, 2021

From: Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a month-to-month lease agreement with Import Sales of Lake County, LLC, d.b.a. Bill Bryan KIA, for real property located at the Leesburg International Airport; and providing an effective date.

Staff Recommendation:

Staff recommends approval of a ground lease to Bill Bryan KIA.

Analysis:

Bill Bryan KIA – The dealership has utilized 1.32 acres (57,596 sq.ft.) of land west of Echo Drive, for parking and storage of new and used automobile inventory, since April 2014. The informal arrangement is month to month, \$500.00/month + applicable taxes, and may be terminated giving one-month notice.

An annual assessment of airport property, completed by the Lake County Property Appraiser's office, identified certain leased property that is taxable. This assessment resulted in the City receiving an ad valorem 2020 tax bill for the acreage utilized by Bill Bryan KIA. This prompted the Airport Manager to be proactive and put in place a formal ground lease agreement, making Lessee responsible for future taxes. The complete terms of the lease are in likeness to other ground leases on property.

The Airport Advisory Board reviewed this lease at the regularly scheduled meeting on March 11, 2021, and unanimously recommended approval.

Procurement Analysis:

Options:

1. Approve the ground lease with Import Sales of Lake County, Bill Bryan KIA; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The rental amount per square foot will be increased to \$0.15, resulting in an additional operating revenue of \$219.95/month.

Account No. 048-0000-329.18-20

Submission Date and Time: 3/17/2021 10:37:53 AM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
MONTH-TO-MONTH LEASE AGREEMENT WITH IMPORT SALES OF
LAKE COUNTY, LLC, D.B.A. BILL BRYAN KIA, FOR REAL PROPERTY
LOCATED AT THE LEESBURG INTERNATIONAL AIRPORT; AND
PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with Import Sales of Lake County, Bill Bryan KIA whose mailing address is 8644 US Highway 441, Leesburg, FL 34788.

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 March 2021.

Mayor

ATTEST:

City Clerk

GROUND LEASE AGREEMENT

THIS INSTRUMENT, made and entered into the _____ day of _____, 2021, by and between the **CITY OF LEESBURG**, a Florida Municipal corporation, hereinafter called the Lessor, and **IMPORT SALES OF LAKE COUNTY, LLC.**, hereinafter called the Lessee,

WITNESSETH:

Lessor owns the Leesburg International Airport. Lessee desires to rent space on land owned by Lessor near the Airport for the purpose expressed below, and Lessor has consented to lease space to Lessee under the terms and conditions of this document.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **PROPERTY AND TERM.** The property which shall be subject to this Lease is specifically depicted on Exhibit "A" attached hereto. The term of this Lease shall commence April 1, 2021, and shall continue from that date forward on a month to month basis, until terminated by either party through the giving of notice to the other party not less than 60 days prior to the effective date of the termination.

Lessee may not remain in possession following the termination date of this Lease and Lessor may initiate summary proceedings for eviction if Lessee fails to vacate the property by the effective date of any termination notice by either party.

Lessor expressly reserves the right to place signs on the property advertising leasing opportunities for the property, without the consent of Lessee.

2. **RENT.** Rent during the term shall be paid monthly in advance, beginning as of the date the term commences. Rent shall be computed based on the property having a size of 57,596 square feet, times \$0.15 per square foot, yielding a monthly rental amount due of \$719.95 plus applicable sales taxes.

Each installment of Rent is payable in advance, on the first day of each calendar month, and shall be paid at City Hall, Post Office Box 490630, Leesburg, Florida 34749-0630, or in such other manner as Lessor may, from time to time, direct by written notice to Lessee.

Time is of the essence of this contract, and in particular Lessee acknowledges and agrees that it is responsible for paying the Rent promptly on the first day of each month, and that failure to do so within 10 days of the due date 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 at any time a check given by Lessee to Lessor is returned unpaid, thereafter Lessor may require all future payment under this lease to be made in cash or by cashier's check.

Any installment of Rent or any other charge accruing under the provisions of this Lease that is not paid when due shall bear interest at the rate of 1.0% per month (12% per annum) from the date when the same was payable by the terms hereof, until the same is paid by Lessee.

3. USE. Lessee shall use the premises for the parking, storage and sales of Lessee's inventory of new and used vehicles offered for sale at its **BILL BRYAN, KIA** automobile dealership on U.S. Highway 441 near the leased premises. No other use shall be made of the premises without the prior, written permission of the Lessor. There shall be no vehicle maintenance, no refueling, and no introduction of oil, gasoline, diesel fuel or other lubricants or fuels into vehicles while stored on the site, and the premises shall not be used to store vehicles of customers which are in the possession of Lessee for service. Lessee shall make no unlawful or offensive use of the premises, nor shall any activity be carried on at the premises which constitutes a nuisance to surrounding property. To minimize to the greatest extent possible the potential for injury to its customers, Lessee shall take all commercially reasonable steps possible to assure that none of its customers are on the premises unless accompanied by an employee of Lessee.

Except as provided below Lessee shall not allow the production, use, handling or storage, of dangerous or toxic chemicals or substances (other than fuel and lubricants commonly utilized in motor vehicles, while stored within the vehicles themselves), 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 indemnify Lessor against all claims for

damages or other relief, plus attorney's fees and costs, due to any production, use, handling, storage, discharge or disposal of any hazardous or toxic wastes or substances by Lessee whatsoever, whether or not permitted hereunder, as such may be defined from time to time ¹by any local, State or Federal agency, whether at the premises or elsewhere. Lessee shall be responsible for the acts and behavior of its officers and employees, customers and potential customers, licensees, invitees, agents, clients, and anyone else on the premises whether with or without the knowledge and consent of Lessee.

4. INGRESS AND EGRESS. Ingress and egress shall be from U.S. Highway 441 only, with no exceptions, and may require approval from other agencies, including but not limited to the Florida Department of Transportation and Lake County, Florida. Ingress and egress shall be allowed only at the locations approved by Lessor, Lake County, and FDOT, and Lessee shall at its expense obtain all necessary approvals and permits, and construct any curb cuts, aprons, acceleration or deceleration lanes, traffic signals, and other improvements required by Lessor, Lake County, or FDOT.

5. UTILITIES. All utilities serving the premises, including but not limited to electricity, water, refuse and garbage service, sewage disposal and pollution abatement charges, telephone and other telecommunications, data or internet connections, impact fees (of any type or purpose, including but not limited to water and sewer, roadways, police and fire protection, public schools, parks and recreation or otherwise) and janitorial service 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. No utilities, lighting or other utility related improvements, whether above or below ground, shall be installed without the prior, written consent of Lessor.

6. TAXES. Lessee shall pay all sales taxes due on the rent under this lease, and all personal property taxes assessed against Lessee's property kept at the premises, together with any ad valorem or intangible personal property taxes assessed against the real property or against Lessee's leasehold interest. Lessor is a tax-exempt entity, therefore if any taxes or assessments are levied against Lessor by reason of this Lease or Lessee's occupancy of the premises, Lessee shall pay all such taxes

when due. In particular, Lessee is advised that real property taxes will be imposed against Lessor. Lessee shall be fully responsible for payment of all real property taxes assessed against Lessor for so long as this Lease remains in effect, and upon presentation by Lessor of a tax estimate from the Lake County Property Appraiser, Lessee shall remit the full estimated tax amount to Lessor within no more than 30 days, to be held for payment of taxes. If the actual taxes exceed the estimated amount, Lessee shall upon presentation of the actual tax bill remit to Lessor the difference upon demand.

7. INSURANCE. Lessor shall insure the property against damage by fire and other casualties, however **such insurance shall protect Lessor's interests only**. 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: (i) personal injury and public liability insurance in the amount of \$2,000,000.00 as a single limits policy including death, personal injury, and property damage coverage, showing Lessor as a named insured, with a waiver of subrogation in favor of Lessor, which shall insure against not only any covered incidents occurring on the premises but also against any death, injury to persons or damage to property occurring as persons are entering or leaving the premises; (ii) workers compensation insurance covering any death or personal injury suffered by employees of Lessee while on the premises; and (iii) insurance covering the cost to remediate any petroleum or other contamination of the premises by any act or omission of Lessee. Proof of such insurance shall be provided to Lessor no later than the commencement of the term and annually thereafter for the balance of the term and any extensions. All such insurance shall be maintained with insurers licensed to operate in Florida, accorded a rating of "A" or better by A.M. Best.

8. MAINTENANCE. Lessee shall maintain the premises in such condition that the property does not become an eyesore and is in compliance with applicable codes and compatible with the conditions existing elsewhere on the airport. The property shall be returned to Lessor in good condition at the end of the term of this Lease, and shall if necessary to restore the premises to the same condition as at the inception of this Lease, grade, sod and/or seed the property so that any damage which

could result in erosion due to dead or dying vegetation resulting from Lessee's use is abated. Lessee shall also, at its sole expense, clean up immediately upon discovery any spill or leakage of oil, gasoline, diesel fuel or other petroleum products, lubricants or fluids (such as but not limited to coolant and brake fluid) discharged from vehicles brought or stored on site by or on behalf of Lessee. If Lessee fails to carry out its maintenance responsibilities properly, Lessor may give written notice of deficiencies to Lessee, specifying a time within which corrections are to be made, and if Lessee fails to act within the time specified, Lessor may make take all steps it deems necessary to remedy the problems cited and charge the cost thereof to Lessee as additional rent hereunder, to be payable immediately upon demand.

9. FIRE EQUIPMENT. Lessee shall provide and maintain, at Lessee's sole expense, approved fire protection devices adequate for the leased premises in accordance with any State of Florida and City of Leesburg fire safety codes and requirements.

10. ENTRY AND INSPECTION. At any reasonable time, 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.

11. ADDITIONAL RENT. All taxes, costs, charges, and expenses which Lessee is required by this Lease to pay, together with 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. 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 all required building permits, as well as 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 on the premises shall become the property of Lessor and shall not be removed by Lessee, unless prior to termination or within 5 days thereafter Lessor directs removal of any such improvements, in which case lessee shall at its expense remove those improvements specified within 15 days after termination and return the premises to their original condition. Approval of any signs or improvements by Lessor under this Lease shall not constitute a waiver of Lessor's rights and obligations as the local government with regulatory jurisdiction over the premises, and Lessee is placed on express notice that it must obtain not only Lessor's approval under this Lease but also all permits, inspections and approvals required under Lessor's code of ordinances and applicable state law, and Lessor shall not be estopped by issuance of approval under this Lease from imposing any requirements and conditions it deems appropriate under its regulatory authority.

13. LEINS. 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;

C. Lessee is advised that FAA regulations may restrict the height and size of any structure placed on the premises by Lessee, and may otherwise restrict the use of the premises. Lessee will be responsible for ascertaining the nature and extent of, and complying with, all FAA requirements and restrictions pertaining to use 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, and accepts the premises in as is, where — is condition based solely on its own inspection and not on any representation or statement made by or on behalf of Lessor. Lessee understands the condition of the property, pavement and dirt, is aware the building formerly on the property has been recently demolished, agrees Lessor is not responsible for any damage to persons or property, including transport vehicles working on behalf of Lessee, resulting from the condition of the property, which as stated below Lessee accepts in its "as is" condition.

B. Lessee has assured itself that the zoning of the premises will permit the intended use, and 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. Lessee is placed on express notice that Lessor has not, by entering into this Lease, waived any rights or obligations it has as the local government with regulatory jurisdiction over the premises to enforce all zoning, building, land use and other codes and ordinances pertaining to the premises.

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 THE ITEMS SET FORTH SPECIFICALLY IN THIS LEASE, ALL WARRANTIES OF ANY NATURE CONCERNING THE PREMISES, EITHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED, ARE WAIVED BY LESSEE. LESSEE UNDERSTANDS AND AGREES THAT LESSOR DOES NOT WARRANT THE CONDITION OF ANY IMPROVEMENTS ON THE PROPERTY, THEIR HABITABILITY OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE, AND THAT ALL SUCH WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED, ARE HEREBY WAIVED BY LESSEE AND DISCLAIMED BY LESSOR.**

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, that the person signing this lease is authorized to bind Lessee, and that Lessee will maintain its lawful existence at all times during the term of this Lease and any extensions.

16. **INDEMNITY.** Lessee will indemnify Lessor, and hold Lessor harmless, from and against all claims, debts, demands, or obligations which may be made by anyone whomsoever against Lessor, or Lessor's interest in the premises, arising out of or in any way connected with Lessee's use and occupation of the premises, including without limiting the generality of the foregoing those matters

which are caused in whole or in part by the negligence of Lessor, its agents, servants or employees. 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, not caused by the negligent or deliberate acts of Lessee, its agents, servants, employees or guests, Lessor may elect to repair the damage within a reasonable time, 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, or in the alternative Lessor may at its sole option elect to terminate this Lease. If Lessor elects to terminate this Lease rather than repair the premises, any insurance proceeds payable due to a fire or other casualty shall be the sole property of 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, Lessee shall be obligated to restore the premises within a reasonable time at its expense, and if it fails to do so, 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 at any time the default remains outstanding, 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 five (5) 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.

Should Lessee fail to pay any rent or additional rent hereunder, and if such rent is not paid along with any interest, 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. 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.

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 within 10 days of the date when 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. This lease may not be assigned by Lessee, nor may Lessee sublet the premises either in whole or in part, or pledge Lessee's leasehold interest as collateral for any debt or obligation of Lessee, 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.

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, any change in the membership or control of a limited liability company which is a lessee hereunder, or any other change in the ownership of a Lessee which is not a natural person, the effect of which is to reduce the percentage of ownership of the equity owners as of the date of this Lease to less than 51% of the total, outstanding equity ownership of the entity.

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 term, rental amount, termination date and other material conditions 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.

26. 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 attorneys' 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, 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 upon the date of postmark, 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 given for payment of rent.

B. To Lessee: at the address given for billing.

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. This Lease shall not be construed more strongly against either party based on which party had the greatest role in its drafting or preparation.

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 in any manner whatsoever, other than by written instrument signed by all parties hereto.

32. BINDING EFFECT. 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. RULES AND REGULATIONS.

(a) The Lessor has appointed a manager for the Leesburg International Airport, and the Lessor reserves the right for the said manager or his duly authorized agent to enter the premises during business hours for the purpose of performing inspections considered necessary by the manager, and the Lessee shall promptly correct any conditions which are reasonably considered a hazard to life or to protect property. The Lessee agrees not to have explosives, gasoline or other highly flammable materials in, on or about the premises leased; however, excluding motor vehicle fuel tanks.

(b) The Lessee covenants and agrees to observe and obey all reasonable and lawful rules and regulations which may, from time to time, during the term hereof, be adopted and promulgated by the Lessor for operations at said airport.

(c) The Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property heretofore described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace for landing on, taking off from or operation on the airport. .

(d) The Lessor reserves the right to take whatever action may be necessary or appropriate for the operation, maintenance and improvement of the airport and although consideration shall be made of the interest to the Lessee hereunder, Lessee shall have no vested rights to continued operation of the airport in the manner in which it is now operated, nor to continue to operate without competition.

(e) The Lessee agrees for itself, its successors and assigns, to prevent any use of the heretofore described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

(f) The Lessee agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the heretofore described real property to such a height so as to comply with Federal Aviation Regulations, Part 77 or as amended by F.A.A. .

(g) This lease shall be subordinate to the provisions of any existing or future agreement entered into between the City of Leesburg and the United States for the improvement or operation and maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

(h) This lease and all provisions hereof shall be subject and subordinate to all the terms and conditions of the deed under which the Lessor acquired the property known as Leesburg International Airport from the United States of America, and shall be given only such effect as will not conflict or be inconsistent with such terms and conditions.

36. NON-EXCLUSIVE RIGHT PROVISION. Nothing herein contained shall be construed as granting, or authorizing the granting of, an exclusive right within the meaning of Section 308 of the Federal Aviation Act.

37. NONDISCRIMINATION PROVISIONS.

(a) The Lessee, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(1) No person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to, discrimination in the use of said facilities;

(2) That is the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in any aspect of the process of such construction, or the awarding of bids;

(3) That the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

(b) In the event of breach of any of the above nondiscrimination covenants, the Lessor shall have the right to terminate the lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed, including exercise or expiration of appeal of rights.

(c) Lessee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof, and it shall charge fair, reasonable and not unjustly

discriminatory prices for each unit or service; provided, that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

(d) Noncompliance with provision (c) above shall constitute a material breach thereof and in the event of such noncompliance the Lessor shall have the right to terminate this lease and the estate hereby created without liability therefor or at the election of the Lessor or the United States, either or both said Governments shall have the right to judicially enforce provision (c) above.

(e) Lessee agrees that it shall insert the above provisions in any lease by which said Lessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein leased.

38. ADA COMPLIANCE. If during the term any alterations or improvements to the premises are required in order to comply with the: Americans With Disabilities Act, such improvements shall be the sole responsibility of the Lessee. The Lessee shall observe and comply with all requirements of the ADA in all of its activities at the premises and shall indemnify Lessor and hold 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 the ADA in connection with the use and occupancy of the premises by Lessee.

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Lease on the day and year first above written.

DESCRIPTION:

THAT PART OF LOT 7, SILVER LAKE ADDITION "A", ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 41, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST WESTERLY CORNER OF SAID LOT 6 OF SILVER LAKE, ADDITION "A", AND RUN NORTH 20°16'24" EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 6, A DISTANCE OF 175.00 FEET; THENCE SOUTH 67°43'36" EAST, A DISTANCE OF 299.98 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION (P.O.B.); FROM SAID POINT OF BEGINNING, THENCE CONTINUE, SOUTH 67°67'43'36" EAST, A DISTANCE OF 124.64 FEET; THENCE RUN, NORTH 23°15'48" EAST, A DISTANCE OF 155.01 FEET; THENCE RUN, SOUTH 66°45'54" EAST, A DISTANCE OF 90.54 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF ECHO DRIVE; SAID POINT BEING ON A CURVE CONCAVED NORTHEASTERLY AND HAVING A RADIUS OF 415.70 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 25°54'42", AN ARC LENGTH OF 188.00 FEET, A CHORD LENGTH OF 186.40 FEET, AND A CHORD BEARING OF NORTH 10°26'36" EAST TO THE POINT OF CURVATURE OF A CURVE CONVEX SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND WESTERLY RIGHT OF WAY OF ECHO DRIVE THROUGH A CENTRAL ANGLE OF 94°42'20", AN ARC LENGTH OF 41.31 FEET, A CHORD LENGTH OF 36.77 FEET, A CHORD BEARING OF NORTH 23°45'28" WEST TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 441, SAID POINT BEING A REVERSE CURVE CONCAVED SOUTHWESTERLY AND HAVING A RADIUS OF 14,208.92 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHWESTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 00°35'53", AN ARC LENGTH OF 148.34 FEET, A CHORD LENGTH OF 148.33 FEET, AND A CHORD BEARING OF NORTH 70°17'27" EAST, TO A POINT ON THE EASTERLY LINE OF AFOREMENTIONED LOT 6; THENCE ALONG SAID EASTERLY LINE RUN, SOUTH 23°24'02" WEST, A DISTANCE OF 355.09 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED PARCEL OF LAND IS LOCATED AT THE LEESBURG INTERNATIONAL AIRPORT, CITY OF LEESBURG, LAKE COUNTY, FLORIDA AND CONTAINS 57,596.37 SQUARE FEET OR 1.322 ACRE MORE OR LESS.

GENERAL NOTES

- 1: This is NOT A BOUNDARY SURVEY.
- 2: This sketch is to show existing site information and improvements for the sole purpose of conceptual design.
- 3: This sketch was prepared for the City of Leesburg and its assign's as there interests may appear. Use of this sketch by any other parties is Strictly forbidden.
- 4: Use of this sketch shown on sheet 2 for any other purpose than that stated in note (2) is the sole responsibility of the user. The City of Leesburg assumes no liability for the misuse of this information.
- 5: All information outside the labeled limits of this site is for general reference purposes only. Assumption of correctness outside of said site boundary is the liability of the user.
- 6: The Bearings, shown hereon, are relative to assumed datum and are Based on the the Easterly Boundary line of Lot 6, as being S.23°24'02" W.
- 7: This sketch was prepared by the City of Leesburg, Public works Department, Engineering Division, under the direction of Adrian Parker, CPM / Development Review Coordinator. for the City of Leesburg.
- 8: This sketch contains 2 sheets in which NONE are valid without all remaining sheets.



SKETCH OF DESCRIPTION

Portion of Lot 7
Silver Lake Estates

LEESBURG INTERNATIONAL AIRPORT

DATE: 2021-02-16
DRAWN: ACP
CHECKED: T. Dean
APPROVED: T. Dean
SCALE: 1" = 100'
FILE NO.: AP21002

SHEET
NUMBER
1
OF
2

EXHIBIT "A"

US. HWY. 441
SR. 500

16 15
21 22

8873
AIRPORT BLVD.
LOT 5

R/W
10'

SECTION 21-19-25
SECTION 22-19-25



SCALE 1" = 100'

LOT 6
8735
US HWY 441

Original Easterly line lot 6
S.23°24'02"W. - 355.09'

$\Delta = 00^{\circ}35'53"$
R = 14208.92'
A = 148.34'
C = 148.33
CB = N.70°17'27"E.

$\Delta = 94^{\circ}42'20"$
R = 25.00'
A = 41.31'
C = 36.77'
CB = N.23°45'28"W.

LOT 7

S.66°45'54"E.
90.54'

AREA =
57,596.37 SQ. FT.
or 1.322 acre

N.23°15'48"E.
155.01'

Surface Area =
13,459.57 sq ft
or 0.31 acre

P.O.B.
LEASE
PARCEL

TAXIWAY

9001
AIRPORT BLVD.

N.22°16'24"E.
175.00'

S.67°43'36"E. - 299.98'

S.67°43'36"E. - 300.00'

200.00'

175.00'

50' R/W

SECTION: 21-19-25

P.O.C.
SW corner
Lot 6, Silver
Lake Addition "A"

ECHO
DRIVE

- LEGEND
- C/L - CENTERLINE
 - R/W - RIGHT-OF-WAY
 - P.O.B. - POINT OF BEGINNING
 - P.O.C. - POINT OF COMMENCEMENT
 - P.B. - PLAT BOOK
 - (D) - DESCRIPTION
 - PG. - PAGE
 - C.R. - COUNTY ROAD
 - S.R. - STATE ROAD
 - U.S. HWY. - UNITED STATES HIGHWAY
 - SEC. - SECTION
 - SQ. FT. - SQUARE FEET



SKETCH OF DESCRIPTION

Portion of Lot 7
Silver Lake Estates

LEESBURG INTERNATIONAL AIRPORT

DATE: 2021-02-16
DRAWN: ACP
CHECKED: T. Dean
APPROVED: T. Dean
SCALE: 1" = 100'
FILE NO.: AP21002

SHEET
NUMBER
2
OF
2

WITNESSES (two required):

(as to Lessee)

(as to Lessee)

ATTEST: _____
CITY CLERK

APPROVED AS TO FORM AND CONTENT:

CITY ATTORNEY

LESSEE: IMPORT SALES OF LAKE
COUNTY, LLC.

BY: _____

DATE: _____

THE CITY OF LEESBURG, FLORIDA

BY: _____
MAYOR

DATE: _____

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: March 22, 2021

From: Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a month-to-month lease agreement with Import Sales of Lake County, LLC, d.b.a. Bill Bryan SUBARU, for real property located at the Leesburg International Airport; and providing an effective date.

Staff Recommendation:

Staff recommends approval of a ground lease to Bill Bryan SUBARU.

Analysis:

Bill Bryan SUBARU – The dealership has utilized 0.56 acres (24,233 sq.ft.) of land west of Wilco Drive, for parking and storage of new and used automobile inventory, since January 2018. The informal arrangement is month to month, \$300.00/month + applicable taxes, and may be terminated giving ten days notice.

In the City's best interest, the Airport Manager wishes to update this arrangement to a formal ground lease agreement, in which Lessee is responsible for taxes assessed by the Lake County Property Appraiser. The complete terms of the lease are in likeness to other ground leases on property.

The Airport Advisory Board reviewed this lease at the regularly scheduled meeting on March 11, 2021, and unanimously recommended approval.

Procurement Analysis:

Options:

1. Approve the ground lease with Import Sales of Lake County, Bill Bryan SUBARU; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None.

Submission Date and Time: 3/17/2021 10:39:11 AM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A MONTH-TO-MONTH LEASE AGREEMENT WITH IMPORT SALES OF LAKE COUNTY, LLC, D.B.A. BILL BRYAN SUBARU, FOR REAL PROPERTY LOCATED AT THE LEESBURG INTERNATIONAL AIRPORT; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with Import Sales of Lake County, Bill Bryan SUBARU whose mailing address is 8644 US Highway 441, Leesburg, FL 34788.

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 March 2021.

Mayor

ATTEST:

City Clerk

GROUND LEASE AGREEMENT

THIS INSTRUMENT, made and entered into the _____ day of _____, 2021, by and between the **CITY OF LEESBURG**, a Florida Municipal corporation, hereinafter called the Lessor, and **IMPORT SALES OF LAKE COUNTY, LLC.**, hereinafter called the Lessee,

WITNESSETH:

Lessor owns the Leesburg International Airport. Lessee desires to rent space on land owned by Lessor near the Airport for the purpose expressed below, and Lessor has consented to lease space to Lessee under the terms and conditions of this document.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **PROPERTY AND TERM.** The property which shall be subject to this Lease is specifically depicted on Exhibit "A" attached hereto. The term of this Lease shall commence April 1, 2021, and shall continue from that date forward on a month to month basis, until terminated by either party through the giving of notice to the other party not less than 60 days prior to the effective date of the termination.

Lessee may not remain in possession following the termination date of this Lease and Lessor may initiate summary proceedings for eviction if Lessee fails to vacate the property by the effective date of any termination notice by either party.

Lessor expressly reserves the right to place signs on the property advertising leasing opportunities for the property, without the consent of Lessee.

2. **RENT.** Rent during the term shall be paid monthly in advance, beginning as of the date the term commences. Rent shall be computed based on the property having a size of 24,233 square feet, times \$0.15 per square foot, yielding a monthly rental amount due of \$302.79 plus applicable sales taxes.

Each installment of Rent is payable in advance, on the first day of each calendar month, and shall be paid at City Hall, Post Office Box 490630, Leesburg, Florida 34749-0630, or in such other manner as Lessor may, from time to time, direct by written notice to Lessee.

Time is of the essence of this contract, and in particular Lessee acknowledges and agrees that it is responsible for paying the Rent promptly on the first day of each month, and that failure to do so within 10 days of the due date 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 at any time a check given by Lessee to Lessor is returned unpaid, thereafter Lessor may require all future payment under this lease to be made in cash or by cashier's check.

Any installment of Rent or any other charge accruing under the provisions of this Lease that is not paid when due shall bear interest at the rate of 1.0% per month (12% per annum) from the date when the same was payable by the terms hereof, until the same is paid by Lessee.

3. USE. Lessee shall use the premises for the parking, storage and sales of Lessee's inventory of new and used vehicles offered for sale at its **BILL BRYAN, SUBARU** automobile dealership on U.S. Highway 441 near the leased premises. No other use shall be made of the premises without the prior, written permission of the Lessor. There shall be no vehicle maintenance, no refueling, and no introduction of oil, gasoline, diesel fuel or other lubricants or fuels into vehicles while stored on the site, and the premises shall not be used to store vehicles of customers which are in the possession of Lessee for service. Lessee shall make no unlawful or offensive use of the premises, nor shall any activity be carried on at the premises which constitutes a nuisance to surrounding property. To minimize to the greatest extent possible the potential for injury to its customers, Lessee shall take all commercially reasonable steps possible to assure that none of its customers are on the premises unless accompanied by an employee of Lessee.

Except as provided below Lessee shall not allow the production, use, handling or storage, of dangerous or toxic chemicals or substances (other than fuel and lubricants commonly utilized in motor vehicles, while stored within the vehicles themselves), 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 indemnify Lessor against all claims for

damages or other relief, plus attorney's fees and costs, due to any production, use, handling, storage, discharge or disposal of any hazardous or toxic wastes or substances by Lessee whatsoever, whether or not permitted hereunder, as such may be defined from time to time ¹by any local, State or Federal agency, whether at the premises or elsewhere. Lessee shall be responsible for the acts and behavior of its officers and employees, customers and potential customers, licensees, invitees, agents, clients, and anyone else on the premises whether with or without the knowledge and consent of Lessee.

4. INGRESS AND EGRESS. Ingress and egress shall be from U.S. Highway 441 only, with no exceptions, and may require approval from other agencies, including but not limited to the Florida Department of Transportation and Lake County, Florida. Ingress and egress shall be allowed only at the locations approved by Lessor, Lake County, and FDOT, and Lessee shall at its expense obtain all necessary approvals and permits, and construct any curb cuts, aprons, acceleration or deceleration lanes, traffic signals, and other improvements required by Lessor, Lake County, or FDOT.

5. UTILITIES. All utilities serving the premises, including but not limited to electricity, water, refuse and garbage service, sewage disposal and pollution abatement charges, telephone and other telecommunications, data or internet connections, impact fees (of any type or purpose, including but not limited to water and sewer, roadways, police and fire protection, public schools, parks and recreation or otherwise) and janitorial service 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. No utilities, lighting or other utility related improvements, whether above or below ground, shall be installed without the prior, written consent of Lessor.

6. TAXES. Lessee shall pay all sales taxes due on the rent under this lease, and all personal property taxes assessed against Lessee's property kept at the premises, together with any ad valorem or intangible personal property taxes assessed against the real property or against Lessee's leasehold interest. Lessor is a tax-exempt entity, therefore if any taxes or assessments are levied against Lessor by reason of this Lease or Lessee's occupancy of the premises, Lessee shall pay all such taxes

when due. In particular, Lessee is advised that real property taxes will be imposed against Lessor. Lessee shall be fully responsible for payment of all real property taxes assessed against Lessor for so long as this Lease remains in effect, and upon presentation by Lessor of a tax estimate from the Lake County Property Appraiser, Lessee shall remit the full estimated tax amount to Lessor within no more than 30 days, to be held for payment of taxes. If the actual taxes exceed the estimated amount, Lessee shall upon presentation of the actual tax bill remit to Lessor the difference upon demand.

7. INSURANCE. Lessor shall insure the property against damage by fire and other casualties, however **such insurance shall protect Lessor's interests only**. 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: (i) personal injury and public liability insurance in the amount of \$2,000,000.00 as a single limits policy including death, personal injury, and property damage coverage, showing Lessor as a named insured, with a waiver of subrogation in favor of Lessor, which shall insure against not only any covered incidents occurring on the premises but also against any death, injury to persons or damage to property occurring as persons are entering or leaving the premises; (ii) workers compensation insurance covering any death or personal injury suffered by employees of Lessee while on the premises; and (iii) insurance covering the cost to remediate any petroleum or other contamination of the premises by any act or omission of Lessee. Proof of such insurance shall be provided to Lessor no later than the commencement of the term and annually thereafter for the balance of the term and any extensions. All such insurance shall be maintained with insurers licensed to operate in Florida, accorded a rating of "A" or better by A.M. Best.

8. MAINTENANCE. Lessee shall maintain the premises in such condition that the property does not become an eyesore and is in compliance with applicable codes and compatible with the conditions existing elsewhere on the airport. The property shall be returned to Lessor in good condition at the end of the term of this Lease, and shall if necessary to restore the premises to the same condition as at the inception of this Lease, grade, sod and/or seed the property so that any damage which

could result in erosion due to dead or dying vegetation resulting from Lessee's use is abated. Lessee shall also, at its sole expense, clean up immediately upon discovery any spill or leakage of oil, gasoline, diesel fuel or other petroleum products, lubricants or fluids (such as but not limited to coolant and brake fluid) discharged from vehicles brought or stored on site by or on behalf of Lessee. If Lessee fails to carry out its maintenance responsibilities properly, Lessor may give written notice of deficiencies to Lessee, specifying a time within which corrections are to be made, and if Lessee fails to act within the time specified, Lessor may make take all steps it deems necessary to remedy the problems cited and charge the cost thereof to Lessee as additional rent hereunder, to be payable immediately upon demand.

9. FIRE EQUIPMENT. Lessee shall provide and maintain, at Lessee's sole expense, approved fire protection devices adequate for the leased premises in accordance with any State of Florida and City of Leesburg fire safety codes and requirements.

10. ENTRY AND INSPECTION. At any reasonable time, 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.

11. ADDITIONAL RENT. All taxes, costs, charges, and expenses which Lessee is required by this Lease to pay, together with 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. 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 all required building permits, as well as 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 on the premises shall become the property of Lessor and shall not be removed by Lessee, unless prior to termination or within 5 days thereafter Lessor directs removal of any such improvements, in which case lessee shall at its expense remove those improvements specified within 15 days after termination and return the premises to their original condition. Approval of any signs or improvements by Lessor under this Lease shall not constitute a waiver of Lessor's rights and obligations as the local government with regulatory jurisdiction over the premises, and Lessee is placed on express notice that it must obtain not only Lessor's approval under this Lease but also all permits, inspections and approvals required under Lessor's code of ordinances and applicable state law, and Lessor shall not be estopped by issuance of approval under this Lease from imposing any requirements and conditions it deems appropriate under its regulatory authority.

13. LEINS. 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;

C. Lessee is advised that FAA regulations may restrict the height and size of any structure placed on the premises by Lessee, and may otherwise restrict the use of the premises. Lessee will be responsible for ascertaining the nature and extent of, and complying with, all FAA requirements and restrictions pertaining to use 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, and accepts the premises in as is, where — is condition based solely on its own inspection and not on any representation or statement made by or on behalf of Lessor. Lessee understands the condition of the property, pavement and dirt, is aware the building formerly on the property has been recently demolished, agrees Lessor is not responsible for any damage to persons or property, including transport vehicles working on behalf of Lessee, resulting from the condition of the property, which as stated below Lessee accepts in its "as is" condition.

B. Lessee has assured itself that the zoning of the premises will permit the intended use, and 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. Lessee is placed on express notice that Lessor has not, by entering into this Lease, waived any rights or obligations it has as the local government with regulatory jurisdiction over the premises to enforce all zoning, building, land use and other codes and ordinances pertaining to the premises.

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 THE ITEMS SET FORTH SPECIFICALLY IN THIS LEASE, ALL WARRANTIES OF ANY NATURE CONCERNING THE PREMISES, EITHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED, ARE WAIVED BY LESSEE. LESSEE UNDERSTANDS AND AGREES THAT LESSOR DOES NOT WARRANT THE CONDITION OF ANY IMPROVEMENTS ON THE PROPERTY, THEIR HABITABILITY OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE, AND THAT ALL SUCH WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED, ARE HEREBY WAIVED BY LESSEE AND DISCLAIMED BY LESSOR.**

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, that the person signing this lease is authorized to bind Lessee, and that Lessee will maintain its lawful existence at all times during the term of this Lease and any extensions.

16. **INDEMNITY.** Lessee will indemnify Lessor, and hold Lessor harmless, from and against all claims, debts, demands, or obligations which may be made by anyone whomsoever against Lessor, or Lessor's interest in the premises, arising out of or in any way connected with Lessee's use and occupation of the premises, including without limiting the generality of the foregoing those matters

which are caused in whole or in part by the negligence of Lessor, its agents, servants or employees. 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, not caused by the negligent or deliberate acts of Lessee, its agents, servants, employees or guests, Lessor may elect to repair the damage within a reasonable time, 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, or in the alternative Lessor may at its sole option elect to terminate this Lease. If Lessor elects to terminate this Lease rather than repair the premises, any insurance proceeds payable due to a fire or other casualty shall be the sole property of 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, Lessee shall be obligated to restore the premises within a reasonable time at its expense, and if it fails to do so, 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 at any time the default remains outstanding, 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 five (5) 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.

Should Lessee fail to pay any rent or additional rent hereunder, and if such rent is not paid along with any interest, 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. 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.

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 within 10 days of the date when 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. This lease may not be assigned by Lessee, nor may Lessee sublet the premises either in whole or in part, or pledge Lessee's leasehold interest as collateral for any debt or obligation of Lessee, 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.

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, any change in the membership or control of a limited liability company which is a lessee hereunder, or any other change in the ownership of a Lessee which is not a natural person, the effect of which is to reduce the percentage of ownership of the equity owners as of the date of this Lease to less than 51% of the total, outstanding equity ownership of the entity.

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 term, rental amount, termination date and other material conditions 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.

26. 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 attorneys' 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, 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 upon the date of postmark, 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 given for payment of rent.

B. To Lessee: at the address given for billing.

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. This Lease shall not be construed more strongly against either party based on which party had the greatest role in its drafting or preparation.

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 in any manner whatsoever, other than by written instrument signed by all parties hereto.

32. BINDING EFFECT. 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. RULES AND REGULATIONS.

(a) The Lessor has appointed a manager for the Leesburg International Airport, and the Lessor reserves the right for the said manager or his duly authorized agent to enter the premises during business hours for the purpose of performing inspections considered necessary by the manager, and the Lessee shall promptly correct any conditions which are reasonably considered a hazard to life or to protect property. The Lessee agrees not to have explosives, gasoline or other highly flammable materials in, on or about the premises leased; however, excluding motor vehicle fuel tanks.

(b) The Lessee covenants and agrees to observe and obey all reasonable and lawful rules and regulations which may, from time to time, during the term hereof, be adopted and promulgated by the Lessor for operations at said airport.

(c) The Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property heretofore described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace for landing on, taking off from or operation on the airport. .

(d) The Lessor reserves the right to take whatever action may be necessary or appropriate for the operation, maintenance and improvement of the airport and although consideration shall be made of the interest to the Lessee hereunder, Lessee shall have no vested rights to continued operation of the airport in the manner in which it is now operated, nor to continue to operate without competition.

(e) The Lessee agrees for itself, its successors and assigns, to prevent any use of the heretofore described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

(f) The Lessee agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the heretofore described real property to such a height so as to comply with Federal Aviation Regulations, Part 77 or as amended by F.A.A. .

(g) This lease shall be subordinate to the provisions of any existing or future agreement entered into between the City of Leesburg and the United States for the improvement or operation and maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

(h) This lease and all provisions hereof shall be subject and subordinate to all the terms and conditions of the deed under which the Lessor acquired the property known as Leesburg International Airport from the United States of America, and shall be given only such effect as will not conflict or be inconsistent with such terms and conditions.

36. NON-EXCLUSIVE RIGHT PROVISION. Nothing herein contained shall be construed as granting, or authorizing the granting of, an exclusive right within the meaning of Section 308 of the Federal Aviation Act.

37. NONDISCRIMINATION PROVISIONS.

(a) The Lessee, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(1) No person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to, discrimination in the use of said facilities;

(2) That is the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in any aspect of the process of such construction, or the awarding of bids;

(3) That the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

(b) In the event of breach of any of the above nondiscrimination covenants, the Lessor shall have the right to terminate the lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed, including exercise or expiration of appeal of rights.

(c) Lessee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof, and it shall charge fair, reasonable and not unjustly

discriminatory prices for each unit or service; provided, that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

(d) Noncompliance with provision (c) above shall constitute a material breach thereof and in the event of such noncompliance the Lessor shall have the right to terminate this lease and the estate hereby created without liability therefor or at the election of the Lessor or the United States, either or both said Governments shall have the right to judicially enforce provision (c) above.

(e) Lessee agrees that it shall insert the above provisions in any lease by which said Lessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein leased.

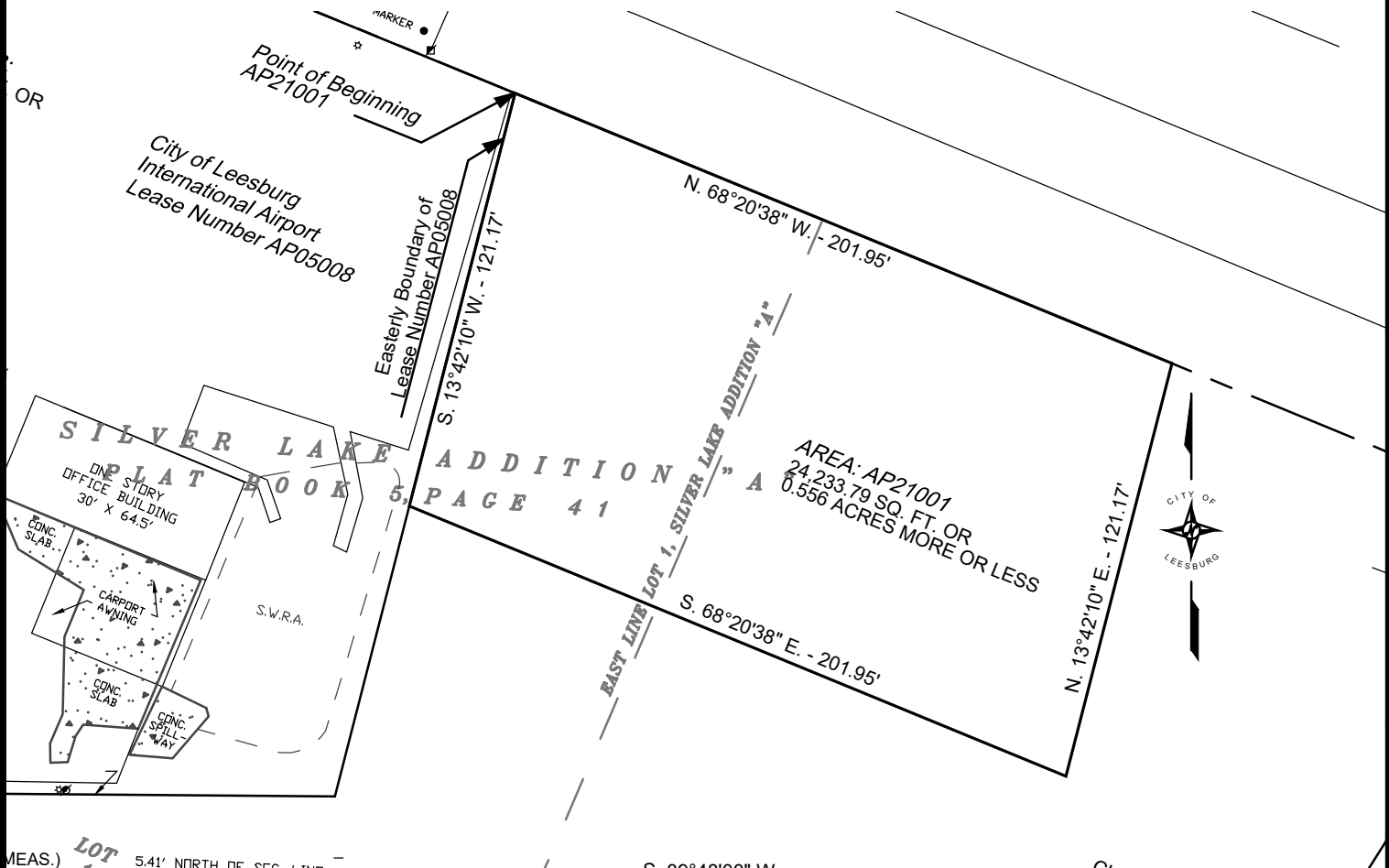
38. ADA COMPLIANCE. If during the term any alterations or improvements to the premises are required in order to comply with the: Americans With Disabilities Act, such improvements shall be the sole responsibility of the Lessee. The Lessee shall observe and comply with all requirements of the ADA in all of its activities at the premises and shall indemnify Lessor and hold 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 the ADA in connection with the use and occupancy of the premises by Lessee.

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Lease on the day and year first above written.

EXHIBIT "A"

BEGIN AT THE NORTHEAST CORNER OF LEASE NUMBER AP05008, DATED 11/23/2005, OF THE CITY OF LEESBURG INTERNATIONAL AIRPORT, SAID NORTHEAST CORNER ALSO BEING ON THE SOUTHERLY RIGHT OF WAY OF US HIGHWAY 441; FROM SAID POINT OF BEGINNING, RUN ALONG THE EASTERLY LINE OF AFOREMENTIONED LEASE NUMBER AP05008 S. 13°42'10" W., A DISTANCE OF 121.17 FEET; THENCE DEPARTING SAID EASTERLY LINE, RUN S. 68°20'38" E. PARALLEL WITH SAID SOUTHERLY RIGHT OF WAY LINE OF US HIGHWAY 441, A DISTANCE OF 201.95 FEET; THENCE, RUN PARALLEL TO SAID EAST LINE OF LEASE NUMBER AP05008 N. 13°42'10" E., A DISTANCE OF 121.17 FEET TO THE AFOREMENTIONED SOUTHERLY RIGHT OD WAY OF US HIGHWAY 441; THENCE ALONG SOUTHERLY RIGHT OF WAY, RUN N. 68°20'38 W., A DISTANCE OF 201.95 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

CONTAINING 24,233.79 SQ. FT. OR 0.556 ACRES MORE OR LESS.



GENERAL NOTES

- 1: This is NOT A BOUNDARY SURVEY.
- 2: This sketch is to show existing site information and improvements for the sole purpose of conceptual design.
- 3: This sketch was prepared for the City of Leesburg and its assign's as there interests may appear. Use of this sketch by any other parties is Strictly forbidden.
- 4: Use of this sketch shown on sheet 1 for any other purpose than that stated in note (2) is the sole responsibility of the user. The City of Leesburg assumes no liability for the misuse of this information.
- 5: All information outside the labeled limits of this site is for general reference purposes only. Assumption of correctness outside of said site boundary is the liability of the user.
- 6: The Bearings, shown hereon, are relative to assumed datum and are Based on the Easterly Boundary Line of City of Leesburg International Airport Lease Number AP05008, as being S. 13°42'10" E.
- 7: This sketch was prepared by the City of Leesburg under the direction of Tracy Dean, Airport manager City of Leesburg.



CITY OF LEESBURG
COMMUNITY DEVELOPMENT
LAND MANAGEMENT DIVISION
204 N. 5TH ST. - P.O. BOX 490630
LEESBURG, FLORIDA 34749
PHONE (352) 728-9760
FAX (352) 728-9879

SKETCH OF DESCRIPTION

SUBARU PARKING AREA
CITY OF LEESBURG
INTERNATIONAL AIRPORT

DATE: 02/05/2021
DRAWN: ACP
CHECKED: ACP
APPROVED: T Dean
SCALE: 1" = 50'
FILE NO.: AP21001

SHEET
NUMBER
1
OF
1

WITNESSES (two required):

(as to Lessee)

(as to Lessee)

ATTEST: _____
CITY CLERK

APPROVED AS TO FORM AND CONTENT:

CITY ATTORNEY

LESSEE: IMPORT SALES OF LAKE
COUNTY, LLC.

BY: _____

DATE: _____

THE CITY OF LEESBURG, FLORIDA

BY: _____
MAYOR

DATE: _____

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: March 22, 2021

From: Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Lease Agreement, between the City of Leesburg and Skybolt Aeromotive Corp., for 9000 Airport Blvd, Leesburg, FL 34788, at the Leesburg International Airport; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the Skybolt Lease Agreement.

Analysis:

Skybolt has occupied and operated out of the city-built hangar/building located at 9000 Airport Boulevard since 2001. The initial 20-year term expired on 1/31/2021. The original lease, approved by City Commission by Resolution 5630, dated 2/22/1999, allowed for two additional terms of five years each.

Skybolt's owner, Ned Bowers, opted to negotiate a new long-term lease, rather than renew for the allowable short term(s). Structure rent for the new 20-year lease, shall be prepaid in the amount of \$500,000.00. Base/Land rent shall be an initial rate of \$0.16/sq. ft. and subject to the greater of 2% or CPI, every other year.

Skybolt is accepting the hangar in as-is condition. Skybolt shall be responsible for all maintenance/repairs, utilities and taxes.

The Airport Advisory Board reviewed this lease at the regularly scheduled meeting on March 11, 2021, and unanimously recommended approval.

Procurement Analysis:

Options:

1. Approve the Skybolt Lease Agreement; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The initial 20 year term, using 2% CPI, will generate \$155,331.87 for the land, the existing structure will

generate \$500,000.00 to be paid in full within 120 days from Commission approval, resulting in a total estimated revenue of \$655,331.87.

Account No. 048-0000-362.02-00

Submission Date and Time: 3/17/2021 10:41:06 AM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A LEASE AGREEMENT, BETWEEN THE CITY OF LEESBURG AND SKYBOLT AEROMOTIVE CORP., FOR 9000 AIRPORT BLVD, LEESBURG, FL 34788, AT THE LEESBURG INTERNATIONAL AIRPORT; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute a lease agreement with Skybolt Aeromotive Corp., whose mailing address is 9000 Airport Boulevard, Leesburg, FL 34788.

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 March 2021.

Mayor

ATTEST:

City Clerk

LEASE AGREEMENT

THIS INSTRUMENT, made and entered into the _____ day of _____, 2021, by and between the **CITY OF LEESBURG**, a Florida Municipal corporation, hereinafter called the Lessor, and **SKYBOLT AEROMOTIVE CORPORATION**, a Florida corporation, hereinafter called the Lessee,

WITNESSETH:

Lessor owns the Leesburg International Airport. Lessee desires to rent space at the Airport for the purposes expressed below, and Lessor has consented to lease space to Lessee under the terms and conditions of this document.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **PROPERTY AND TERM.** The property which shall be subject to this Lease is located at 9000 Airport Blvd, Leesburg, FL 34788, and is specifically described on Exhibit "A" attached hereto. The term of this Lease shall commence on _____, 2021, and will end at midnight on the last day of the calendar month which is twenty (20) years after the date the term commences. If Lessee is not in default under any term, condition or covenant of this Lease or any other lease or agreement between Lessee and Lessor, then Lessee may renew this Lease for two (2) additional terms of 60 months each, upon substantially the same terms as this Lease, at the then prevailing improved land rates at the Airport, approval of which shall not be unreasonably withheld by Lessor. Lessee must give written notice to Lessor of Lessee's intent to renew, which is actually received by Lessor no later than 90 days prior to the end of the then-current term.

If at the end of the term or any lawfully exercised extension, Lessor does not retake possession of the premises, this Lease shall continue on a month-to-month basis, subject however to adjustment of Rent by Lessor at any time upon thirty days' written notice.

2. **RENT.** Rent during the term shall be paid monthly in advance, beginning as of the date the term commences and continuing on the first day of each consecutive month thereafter

for so long as Lessee remains in possession of the premises. Rent shall consist of two components: Base Rent, and Structure Rent. Base Rent initially shall be \$0.16 per square foot annually, yielding a rental amount of \$591.08 per month, PLUS APPLICABLE SALES TAXES, subject to adjustment biannually as provided below. Structure Rent shall be \$500,000.00 for the entire 20-year term. Structure rent will be made in three payments; \$50,000.00 after City Commission approval of lease, \$50,000.00 within 60 days thereafter, and balance of \$400,000.00 sixty days thereafter.

On _____, 2023, and on _____, every two years after that ("Change Date") for so long as this Lease (including the (2) five year extension(s) if exercised) remains in effect, the Base Rent only shall be increased by the greater of: (i) 2.0% of the rental amount being paid just prior to each Change Date; or (ii) an amount determined by multiplying the monthly rent charged during the immediately preceding two years by the percentage increase in the Consumer Price Index (all Urban Consumers, U.S. City Average, 1982–84=100) published by the United States Department of Labor, over the entire immediately preceding two years, and adding that product to the monthly rent paid in the preceding two years to establish the rent due for the next two years. There shall be no downward adjustments in rent. If the Consumer Price Index is discontinued, then rental adjustments shall be computed by a comparable or replacement index measuring annual increases in the cost of living. Structure Rent shall not be subject to periodic CPI adjustments, but as noted above may be adjusted upon exercise by Lessee of the right to renew.

Each installment of Rent is payable in advance, on the first day of each calendar month, and shall be paid at City Hall, 501 West Meadow Street, Leesburg, Florida 34748, or in such other manner as Lessor may, from time to time, direct by written notice to Lessee.

Time is of the essence of this contract, and in particular Lessee acknowledges and agrees that it is responsible for paying the Base Rent promptly on the first day of each month, and that failure to do so within 10 days of the due date will constitute a default under this Lease and entitle Lessor, after first giving three (3) days written notice of default to Lessee, to pursue any remedy

allowed by law or under this Lease for a default. 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.

Any installment of Rent or any other charge accruing under the provisions of this Lease that is not paid when due shall bear interest at the rate of 1.0% per month (12% per annum) from the date when the same was payable by the terms hereof, until the same is paid by Lessee.

If Lessee remains in possession after the expiration of the term on a month-to-month basis, Lessor may adjust the Rent as allowed by Florida law governing month-to-month tenancies.

3. **USE.** Lessee shall use the premises for retail sales of aircraft hardware, research and development of aerospace panel fasteners for use in aircraft, manufacturing of aerospace panel fasteners for aircraft parts for other uses, and housing aircraft to be used as part of research and development efforts. Lessee may perform general maintenance on the housed R&D aircraft only. Lessee shall not solicit or perform any general maintenance on aircraft other than those housed at the at the premises for R&D purposes. Lessee may also use the premises for installation of aircraft air conditioners and installation of Supplemental Type Certificate Kits (STC). Lessee shall meet all requirements now or hereafter imposed on operators of such uses by City Ordinance. No other use shall be made of the premises without the prior, written consent of Lessor. Lessee shall make no unlawful or offensive use of the premises, nor shall any activity be carried on at the premises which constitutes a nuisance to surrounding property.

Except as necessary in conjunction with its permitted activities listed above, Lessee shall not allow the production, use, handling or storage, of dangerous or toxic chemicals or substances (other than aircraft fuel and lubricants commonly utilized in aircraft, while stored within the tanks or containers designed for such storage aboard the aircraft itself or in the containers in which such substances are obtained from the manufacturers thereof, or in containers approved for such use), 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 indemnify Lessor against all claims for damages or other relief, plus attorney's fees and costs, due to any production, use, handling, storage, or disposal of any hazardous or toxic wastes or substances by Lessee whatsoever, as such may be defined from time to time by any local, State or Federal agency, whether at the premises or elsewhere. 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, with respect to the handling, storage, transportation, use, disposal and discharge of petroleum and other toxic or hazardous substances.

No outside storage of parts, or inventory or other items shall be permitted. All storage shall be in a fully enclosed structure.

4. INGRESS AND EGRESS. The Lessee, its employees, guests, invitees, and suppliers of materials and services shall have the nonexclusive right of ingress and egress to the premises over roadways established from time to time by Lessor, in common with other tenants at the Leesburg International Airport, and subject to all rules and regulations imposed to assure the security of the Airport, for the purpose of permitting Lessee to enjoy the rights, uses and privileges granted by the Lessor hereunder, together with the right to joint use of the ramps, runways, taxiways, taxilanes, and other facilities provided for aircraft and the public at the airport.

5. UTILITIES. During the term of this lease and any lawfully exercised extension of the term, all utilities serving the premises, including but not limited to electricity, water, refuse and garbage service, sewage disposal and pollution abatement charges, stormwater charges, telephone and other telecommunications, cable or satellite television or radio service, impact fees (of any type or purpose, including but not limited to water and sewer, roadways, police and fire protection, public schools, parks and recreation or otherwise), pest control, and janitorial service 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. For so long as this Lease remains in effect, Lessee agrees to obtain all electricity, potable water, reuse

water, sewer service, and natural gas, from the Lessor if the Lessor is supplying those services at any given time during the term.

6. TAXES. Lessee shall pay all sales taxes due on the rent under this lease and all personal property taxes assessed against Lessee's property kept at the premises, together with any ad valorem or intangible personal property taxes assessed against this leasehold interest. Lessor is a tax exempt entity, therefore if any taxes or assessments are levied against Lessor by reason of this Lease or Lessee's occupancy of the premises, Lessee shall pay all such taxes when due.

7. INSURANCE. Lessor may, in its sole discretion, but is not required to, insure the property against damage by fire and other casualties; however **such insurance shall protect Lessor's interests only**. Lessee is responsible for insuring its own personal property on the premises, along with the property of Lessee's patrons which may from time to time be stored at the premises. Also, Lessee shall at its expense procure, and maintain in force throughout the term: (i) personal injury and public liability insurance in the amount of \$1,000,000.00 as a single limits policy including death, personal injury, and property damage coverage, showing Lessor as a named insured, (ii) completed operations coverage of not less than \$500,000.00 showing Lessor as an additional insured; (iii) hangar keepers' coverage. Proof of such insurance shall be provided to Lessor no later than the commencement of the term and upon request by Lessor thereafter for the balance of the term. Lessee shall also procure and maintain any additional insurance coverage which may now or hereafter be required by any rules or regulations adopted by the Lessor and applicable to all airport tenants.

8. MAINTENANCE. Lessee shall maintain the interior and exterior of any structures or other improvements on the premises so that they are at all times safe for their intended uses and habitations and so that they do not become an eyesore and are compatible with the conditions existing elsewhere on the airport. Lessee shall maintain all plumbing, heating and air conditioning systems and components, the roof, doors, windows, and the electrical system and all of its

components. Lessee shall maintain all structures in such a manner that at the end of the term, the structures shall be returned to Lessor in good and serviceable condition, without any damage or wear other than and ordinary wear and tear a reasonable person would expect to occur over the life of the Lease term. Lessee's obligation shall extend to, but shall not be limited to, any and all cosmetic maintenance (including exterior and interior painting), all plumbing, electrical, heating and air conditioning systems; all telephone, telecommunication, cable television, natural gas and other utility lines; all mowing and exterior grounds keeping and landscaping. If Lessee fails to carry out its maintenance responsibilities properly, Lessor may give written notice of deficiencies to Lessee, specifying a time within which repairs are to be made, and if Lessee fails to act within the time specified, Lessor may make all repairs it deems necessary and charge the cost thereof to Lessee as additional rent hereunder, to be payable immediately upon demand.

9. FIRE EQUIPMENT. Lessee shall provide and maintain, at Lessee's sole expense, approved fire protection devices adequate for each room of leased premises in accordance with any FAA, State of Florida, and City of Leesburg fire safety codes and requirements. Proof of said compliance and regular inspections shall be provided to Lessor at least annually.

10. ENTRY AND INSPECTION. At any reasonable time, giving Lessee 24 hour 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 to prospective purchasers and Mortgagees, and during the 90 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 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. 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 all required building permits, as well as statutory performance and payment bonds, shall be secured, prior to commencement of work. At the end of the term or upon any earlier termination of this lease, all alterations and improvements on the premises, not including trade fixtures, shall become the property of Lessor and shall not be removed by Lessee, unless prior to termination or within 5 days thereafter Lessor directs removal of any such improvements, in which case lessee shall at its expense remove those improvements specified within 15 days after termination and return the premises to their original condition. All terms of this Lease related to taxes, insurance and maintenance shall continue in force unchanged during the renewal term.

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. Lessee must notify all persons providing labor, services, or materials

to the premises of this provision and their inability to file a lien against the real property of Lessor. 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. Lessee accepts the premises in as – is, where – is condition, with all faults, and in so doing has relied solely on its own inspection of the premises and not on any statement or representation made by or on behalf of Lessor regarding any aspect of the premises, the physical condition of the premises, or the suitability of the premises for the intended uses of Lessee.

B. Lessee has assured itself that the zoning of the premises will permit the intended use, and 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.

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 THE ITEMS SET FORTH SPECIFICALLY IN THIS LEASE, ALL WARRANTIES OF ANY NATURE CONCERNING THE PREMISES, EITHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED, ARE WAIVED BY LESSEE. LESSEE UNDERSTANDS AND AGREES THAT LESSOR DOES NOT WARRANT THE CONDITION OF ANY IMPROVEMENTS ON THE PROPERTY, THEIR HABITABILITY OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE, AND THAT ALL SUCH WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARE HEREBY WAIVED BY LESSEE AND DISCLAIMED BY LESSOR.**

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, arising out of or in any way connected with Lessee's use and occupation of the premises, excepting only those matters which are the sole, direct and proximate result of the gross negligence or deliberate acts of Lessor, its agents, servants or employees. 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, not caused by the negligent or deliberate acts of Lessee,

its agents, servants, employees or guests, Lessor may elect to repair the damage within a reasonable time, 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, or in the alternative Lessor may at its sole option elect to terminate this Lease and refund to Skybolt that portion of the prepaid 20-year lease not earned. If Lessor elects to terminate this Lease rather than repair the premises, any insurance proceeds payable due to a fire or other casualty shall be the sole property of 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, Lessee shall be obligated to restore the premises within a reasonable time at its expense, and if it fails to do so, 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 five (5) 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.

Should Lessee fail to pay any rent or additional rent hereunder, and if such rent is not paid along with any interest, 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. 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.

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 within 10 days of the date when 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. 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.

If Lessee or any assignee or sub lessee 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, or any change in the membership or control of a limited liability company which is a lessee hereunder.

f. Any other change in equity ownership of any Lessee which is not a natural person, as a result of which the percentage of equity ownership held by those persons who are equity owners as of the date this Lease is signed is reduced below 51%.

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 term, rental amount, termination date and other material conditions 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.

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 UPS, Federal Express or other recognized and widely utilized

overnight delivery 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 on the third business day after the date of postmark, any notice delivered in person shall be effective upon delivery, and any notice sent by overnight delivery service shall be effective on the first business day after the notice is placed in the hands of the delivery service. Any time period shall begin running as of the date on which the notice becomes effective as provided above, 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 given for payment of rent.

B. To Lessee: at the leased premises.

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 in any manner whatsoever, other than by written instrument signed by all parties hereto, including any 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 here from and the remainder of the lease shall continue in full force as if executed originally without the invalid portion.

35. RULES AND REGULATIONS.

(a) The Lessor has appointed a manager for the Leesburg International Airport, and the Lessor reserves the right for the said manager or his duly authorized agent to enter the premises during business hours for the purpose of performing inspections considered necessary by the manager, and the Lessee shall promptly correct any conditions which are reasonably considered a hazard to life or to protect property. The Lessee agrees not to have explosives, gasoline or other highly flammable materials in, on or about the premises leased; however, excluding aircraft fuel tanks and such fluids as may be used in cleaning aircraft and related parts.

(b) The Lessee covenants and agrees to observe and obey all reasonable and lawful ordinances, rules and regulations which may, from time to time, during the term hereof, be adopted or amended by the Lessor for operations at the Airport.

(c) The Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property heretofore described, together with the right to cause in said airspace such noise as

may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace for landing on, taking off from or operation on the airport.

(d) The Lessor reserves the right to take whatever action may be necessary or appropriate for the operation, maintenance and improvement of the airport and although consideration shall be made of the interest to the Lessee hereunder, Lessee shall have no vested rights to continued operation of the airport in the manner in which it is now operated, nor to continue to operate without competition.

(e) The Lessee agrees for itself, its successors and assigns, to prevent any use of the heretofore described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

(f) The Lessee agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the heretofore described real property to such a height so as to comply with Federal Aviation Regulations, Part 77 or as amended by F.A.A.

(g) This lease shall be subordinate to the provisions of any existing or future agreement entered into between the City of Leesburg and the United States for the improvement or operation and maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport, and Lessee consents to amendment of the terms of this Lease if and to the extent required by any Federal law, rule, regulation or grant condition.

(h) This lease and all provisions hereof shall be subject and subordinate to all the terms and conditions of the deed under which the Lessor acquired the property known as Leesburg International Airport from the United States of America, and shall be given only such effect as will not conflict or be inconsistent with such terms and conditions.

36. NON-EXCLUSIVE RIGHT PROVISION. Nothing herein contained shall be construed as granting, or authorizing the granting of, an exclusive right within the meaning of Section 308 of the Federal Aviation Act.

37. NONDISCRIMINATION PROVISIONS.

(a) The Lessee, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(1) No person on the grounds of gender, age, race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to, discrimination in the use of said facilities;

(2) That is the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in any aspect of the process of such construction, or the awarding of bids;

(3) That the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

(b) In the event of breach of any of the above nondiscrimination covenants, the Lessor shall have the right to terminate the lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed, including exercise or expiration of appeal of rights.

(c) Lessee shall furnish its accommodations and/or services on a fair, equal and nondiscriminatory basis to all users thereof, and it shall charge fair, reasonable and nondiscriminatory prices for each unit or service; provided, that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

(d) Noncompliance with provision (c) above shall constitute a material breach thereof and in the event of such noncompliance the Lessor shall have the right to terminate this lease and the estate hereby created without liability therefor or at the election of the Lessor or the United States, either or both said Governments shall have the right to judicially enforce provision (c) above.

(e) Lessee agrees that it shall insert the above provisions in any lease by which said Lessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein leased.

38. ADA COMPLIANCE. If during the term any alterations or improvements to the premises are required in order to comply with the Americans With Disabilities Act, such improvements shall be the responsibility of the Lessee. The Lessee shall observe and comply with all requirements of the ADA in all of its activities 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 the ADA in connection with the use and occupancy of the premises by Lessee.

39. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

40. CONDITIONS OF LEASE. Lessor has granted this Lease to Lessee based on the following conditions, which are deemed by the parties to be material to this Lease and shall be enforceable by the exercise of any remedy provided by law, including but not limited to specific performance or eviction under the process set forth in Paragraph 20 above:

A. Lessee desires to expand their business, and therefore, requests to be notified if the City receives a proposal to lease the 1-acre ± parcel, north of Airport Blvd, west of Echo Drive, and east of 8855 Airport Blvd, surrounded by three taxilanes and vehicle road - Airport Blvd, allowing Skybolt the opportunity to submit a competitive proposal. However, if the City decides to utilize this parcel for growth/development, such as City owned and operated hangars as depicted in the Airport Master Plan chosen alternative, utilizing Airport funds and/or grant funds, no notice to Skybolt is required.

B. The City-constructed 20,000 square foot facility, at 9000 Airport Blvd, was equipped with 8 HVAC units, totaling 51.5 tons. At the time of executing this lease, some of the units are either not operational or in need of repairs. Since the original Lease executed by Skybolt and the City of Leesburg, by Resolution 5630, required Lessee to maintain the structure and improvements so that at the end of the lease term, they shall be returned to Lessor in good and serviceable condition, without any damage other than ordinary wear and tear a reasonable person would expect to occur over the life of the Lease term, the City now requires of Lessee, to replace and or repair all existing HVAC units or replace with adequately sized units, within the initial term of this lease.

DATED: _____

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED AT THE LEESBURG REGIONAL AIRPORT, CITY OF LEESBURG, LAKE COUNTY, FLORIDA, LYING IN SECTIONS 21 AND 22, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA AND ALSO BEING A PORTION OF LOTS 24 AND 25, BLOCK 39 OF SILVER LAKE ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGES 66 THRU 69 OF THE PUBLIC RECORDS OF SAID LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 22, FOR THE POINT OF COMMENCEMENT (P.O.C.); THENCE RUN SOUTH 89°38'25" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER (N.W.1/4) OF SAID SECTION 22, A DISTANCE OF 770.02 FEET TO THE CENTERLINE OF ECHO DRIVE EXTENDED NORTHERLY, AS SITUATED AT SAID LEESBURG REGIONAL AIRPORT; THENCE RUN SOUTH 21°23'38" WEST, ALONG THE CENTERLINE OF SAID ECHO DRIVE AND THE NORTHERLY EXTENSION THEREOF, A DISTANCE OF 1,109.06 FEET TO THE INTERSECTION OF THE CENTERLINE OF AIRPORT BOULEVARD, AS SITUATED AT SAID LEESBURG REGIONAL AIRPORT; THENCE RUN NORTH 68°16'21" WEST, ALONG THE CENTERLINE OF SAID AIRPORT BOULEVARD, A DISTANCE OF 212.35 FEET; THENCE RUN SOUTH 21°43'39" WEST, PERPENDICULAR WITH SAID CENTERLINE, A DISTANCE OF 25.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID AIRPORT BOULEVARD AND THE POINT OF BEGINNING (P.O.B.) OF THIS DESCRIPTION; THENCE CONTINUE SOUTH 21°43'39" WEST, PERPENDICULAR WITH SAID CENTERLINE, A DISTANCE OF 327.54 FEET; THENCE RUN NORTH 50°12'40" WEST, A DISTANCE OF 157.43 FEET; THENCE RUN SOUTH 39°47'20" WEST, A DISTANCE OF 20.00 FEET; THENCE RUN NORTH 50°12'40" WEST, A DISTANCE OF 62.72 FEET; THENCE RUN NORTH 21°43'39" EAST, ALONG A LINE PERPENDICULAR WITH THE CENTERLINE OF SAID AIRPORT BOULEVARD, A DISTANCE OF 278.30 FEET TO THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF AIRPORT BOULEVARD; THENCE RUN SOUTH 68°16'21" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 215.50 FEET TO THE POINT OF BEGINNING (P.O.B.).

THE ABOVE DESCRIBED PARCEL OF LAND IS LOCATED AT THE LEESBURG REGIONAL AIRPORT, CITY OF LEESBURG, LAKE COUNTY, FLORIDA AND CONTAINS 64,331.267 SQUARE FEET OR 1.477 ACRES.

SURVEYOR'S REPORT:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS, SHOWN HEREON, ARE RELATIVE TO ASSUMED DATUM, BASED ON THE CENTERLINE OF RUNWAY 13-31, LEESBURG REGIONAL AIRPORT, AS BEING N. 50°12'40" W.
3. THE LEGAL DESCRIPTION, SHOWN HEREON, WAS PREPARED UNDER THE DIRECTION OF THE SURVEYOR, ACCORDING TO THE INSTRUCTIONS PROVIDED BY CHARLIE WELLER, REGIONAL AIRPORT MANAGER OF THE CITY OF LEESBURG.
4. THIS IS NOT A SURVEY.

SECTION: 21-19-25
SECTION: 22-19-25


DAVID H. KRAFT, P.S.M.
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 4365



CITY OF LEESBURG
ENGINEERING DEPARTMENT
800 ORANGE STREET
LEESBURG, FLORIDA 34748-0630
PHONE (352) 728-9766

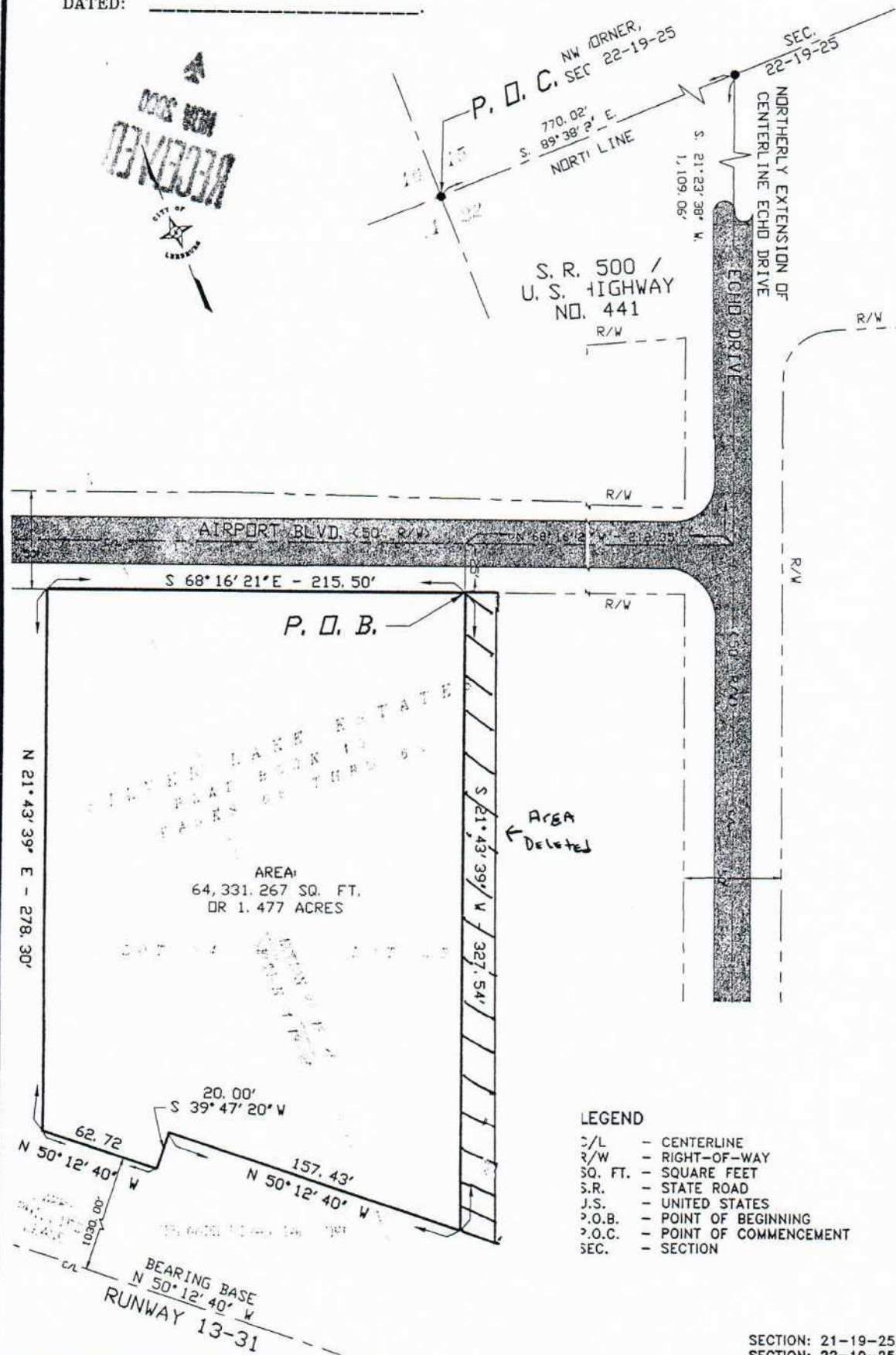
SKYBOLT AEROMOTIVE CORP.
LEASE PROPERTY AT
LEESBURG REGIONAL

DATE: 6/9/99
DRAWN: S.W.P.
CHECKED: D.H.K.
APPROVED: D.H.K.
SCALE: N/A

SHEET
NUMBER
1
OF

EXHIBIT "A", (2 SHEETS), ATTACHMENT TO THE SKYBOLT AEROMOTIVE CORP. LEASE

DATED: _____



LEGEND

- C/L - CENTERLINE
- R/W - RIGHT-OF-WAY
- SQ. FT. - SQUARE FEET
- S.R. - STATE ROAD
- J.S. - UNITED STATES
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- SEC. - SECTION

SECTION: 21-19-25
SECTION: 22-19-25

WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Lease on the day and year first above written.

LESSOR: The City of Leesburg, Florida

BY: _____
MAYOR

APPROVED AS TO FORM:

City Attorney

Attest: _____
CITY CLERK

WITNESSES (two required):

LESSEE: SKYBOLT AEROMOTIVE CORP.

BY: _____

Type or print name of witness

Type or print name of corporate title

Type or print name of witness

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: March 22, 2021

From: Jack Rogers, (Gas Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing and directing the Mayor and City Clerk to execute a contract between the Federal Bureau of Prisons for the purpose of specifying terms under which the City will provide natural gas service to the Federal Correctional Institution in Coleman, Florida; and providing an effective date.

Staff Recommendation:

Staff recommends approval of a 10 year contract with the Federal Bureau of Prisons to supply natural gas to the Coleman Federal Prison.

Analysis:

The City of Leesburg has supplied natural gas to the Coleman Federal Prison since 1994. This contract is for continued service for ten years at the same rate and provisions as other commercial services on the Leesburg system, and as has been previously paid by the prison. The contract will become effective October 1, 2021.

Procurement Analysis:

N/A

Options:

1. Approve the ten year contract with the Federal Bureau of Prisons; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

At current volumes and rate, there will be an estimate \$4,855,418.66 in gross revenue collected from the sale of gas over the ten year period of the contract.

Submission Date and Time: 3/17/2021 10:46:25 AM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR AND CITY
CLERK TO EXECUTE A CONTRACT BETWEEN THE FEDERAL BUREAU
OF PRISONS FOR THE PURPOSE OF SPECIFYING TERMS UNDER WHICH
THE CITY WILL PROVIDE NATURAL GAS SERVICE TO THE FEDERAL
CORRECTIONAL INSTITUTION IN COLEMAN, FLORIDA; AND
PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized and directed to execute a Contract between the City of Leesburg and the Federal Bureau of Prisons, for the purpose of specifying terms under which the City will provide natural gas service to the Federal Correctional Institution in Coleman, Florida.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 22nd day of March 2021.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30				1. REQUISITION NUMBER	
2. CONTRACT NO. 15B30221D00000158		3. AWARD/EFFECTIVE DATE 10/01/2021		4. ORDER NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Bonnie Bueter bbueter@bop.gov		b. TELEPHONE NUMBER (No collect calls) 972-352-4541	
		8. OFFER DUE DATE / LOCAL TIME			
9. ISSUED BY Federal Bureau of Prisons Field Acquisition Office U.S. Armed Forces Reserve Complex 346 Marine Forces Drive Grand Prairie, TX 75051		CODE 15BFA0		10. THE ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR	
		☐ SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ☐ HUBZONE SMALL BUSINESS ☐ ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ EDWOSB NAICS: 221210 SIZE STANDARD: 1000 Employees		8(A)	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE		12. DISCOUNT TERMS NET 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ☐	
				13b. RATING	
15. DELIVER TO Federal Bureau of Prisons FCC Coleman 846 N.E. 54th Terrace Coleman, FL 33521-1029		CODE 15B117		16. ADMINISTERED BY Federal Bureau of Prisons FCC Coleman PO BOX 1029 Coleman, FL 33521	
				CODE 15B117	
17a. CONTRACTOR/OFFEROR LEESBURG, CITY OF 501 W MEADOW ST LEESBURG, FL 34749-5153 DUNS: 113889752 TELEPHONE NO.		CODE 596000362 FACILITY CODE 113889752		18a. PAYMENT WILL BE MADE BY Federal Bureau of Prisons FCC Coleman 846 N.E. 54th Terrace Coleman, FL 33521-1029	
				CODE 15B117	
☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE
	Delivery Date: 10/01/2021 Natural Gas Utility Service for the months of October 1, 2021 thru September 30, 2031 See Continuation Sheet(s) <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				
25. ACCOUNTING AND APPROPRIATION DATA SA-2021-02-FP030211P4-2312-2021					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$423,540.63 ESTIMATED MAXIMUM
☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA			☐ ARE ☐ ARE NOT ATTACHED		
☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA			☒ ARE ☐ ARE NOT ATTACHED		
☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			☒ 29. AWARD OF CONTRACT: REF. <u>15B30221D00000006</u> OFFER DATED <u>01/11/2021</u> . YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) Digitally signed by BONNIE BUETER Date: 2021.02.26 16:17:00 -0600		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED
			Bonnie Bueter		02/26/2021

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

☐ COMPLETE ☐ PARTIAL ☐ FINAL

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (*Print*)42b. RECEIVED AT (*Location*)42c. DATE REC'D (*YY/MM/DD*)

42d. TOTAL CONTAINERS

Section 2 - Commodity or Services Schedule

Contract Guarantee:

Minimum Guaranteed Quantity	Minimum Guaranteed Amount	Maximum Guaranteed Quantity	Maximum Guaranteed Amount
	\$0.00		\$1,000,000.00

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Natural Gas Utility Service: Effective Date of Award (EDOA) through 12 months. Estimated Max. Firm Fixed Price PSC: S111	1	YR	\$423,540.6300	\$423,540.63
ITEM NO.	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Natural Gas Utility Service: 13 months from EDOA through 24 months. Estimated Max. Firm Fixed Price PSC: S111	1	YR	\$436,246.8500	\$436,246.85
ITEM NO.	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Natural Gas Utility Service: 25 months from EDOA through 36 months. Estimated Max. Firm Fixed Price PSC: S111	1	YR	\$449,334.2500	\$449,334.25
ITEM NO.	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Natural Gas Utility Service: 37 months from EDOA through 48 months. Estimated Max. Firm Fixed Price PSC: S111	1	YR	\$462,814.2800	\$462,814.28
ITEM NO.	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Natural Gas Utility Service: 49 months from EDOA through 60 months. Estimated Max. Firm Fixed Price PSC: S111	1	YR	\$476,698.7100	\$476,698.71

ITEM NO.	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Natural Gas Utility Service: 61 months from EDOA through 72 months. Estimated Max. Firm Fixed Price PSC: S111	1	YR	\$490,999.6700	\$490,999.67
ITEM NO.	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Natural Gas Utility Service: 73 months from EDOA through 84 months. Estimated Max. Firm Fixed Price PSC: S111	1	YR	\$505,729.6600	\$505,729.66
ITEM NO.	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Natural Gas Utility Service: 85 months from EDOA through 96 months. Estimated Max. Firm Fixed Price PSC: S111	1	YR	\$520,901.5500	\$520,901.55
ITEM NO.	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Natural Gas Utility Service: 97 months from EDOA through 108 months. Estimated Max. Firm Fixed Price PSC: S111	1	YR	\$536,528.6000	\$536,528.60
ITEM NO.	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	Natural Gas Utility Service: 109 months from EDOA through 120 months. Estimated Max. Firm Fixed Price PSC: S111	1	YR	\$552,624.4600	\$552,624.46
TOTAL					\$4,855,418.66

FUNDING DETAILS:

ITEM NO.	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
N/A	1	\$4,855,418.66	SA-2021-02-FP030211P4-2312-2021
		TOTAL: \$4,855,418.66	

Section 2 – Commodity or Services Schedule

2.A. ADDITIONAL INFORMATION - CONTINUATION OF SF1449

BLOCK 1 = REQUISITION NUMBER: 0465-20

BLOCK 12: NET 30 OR DUE DATE OF INVOICE TO AVOID LATE FEES OR PENALTIES

Establishes a contract for natural gas utility service to the Federal Correctional Complex (FCC) Coleman for the period of Effective Date of Award (EDOA) through ten years from the EDOA.

2. B. ADDENDA: CONTINUATION OF THE SCHEDULE OF SUPPLIES/SERVICES

2. B.1. PRICING METHODOLOGY: The pricing of this contract shall be on a price per therm basis as more fully described in Attachment II, City of Leesburg Pricing Breakdown. The quantity of natural gas to be provided by the contractor is estimated at **34,663.81 therms a month, which equates to 415,965.70 therms a year. For simplicity, the estimate is rounded to 416,000 therms a year.** These estimates are not a representation to the contractor that the estimated quantities will be required or ordered, or that conditions affecting requirements will remain stable or normal.

2. B.2. ORDERING OFFICIAL/AUTHORIZED USERS: *****This is a requirements type contract and funds will be obligated with the award of each performance period via delivery orders.***** Delivery orders may be issued only by the Contracting Officer, Administrative Contracting Officer, or an ordering official for FCC Coleman with an appropriate certificate of appointment. Each delivery order will identify the services schedule for that period. Orders can be issued orally, by facsimile, mail, or electronic commerce methods. Delivery orders will take the form of a purchase request or purchase card acquisition form. The Government is obligated only to the extent of authorized purchases for services actually placed under this contract via Delivery Orders.

2. B.3. METERS AND METERING: The meter(s) shall be used to record usage for billing purposes. All existing meter(s) shall be tested annually for accuracy. Any meter which registers within plus or minus two point five percent (2.5%) of normal shall be deemed correct. The government reserves the right to request that a special meter test be made at any time. If any test made at the government's request discloses that the meter tested is registering within plus or minus 2.5% of normal, the government shall bear the expense of such test, otherwise, the expense of such test(s) shall be borne by the contractor and the meter will be repaired or replaced by the contractor as expeditiously as possible. The contractor shall provide the Bureau with actual meter reads, taken at the same time each month (preferred on the 1st of each month). No estimated meter reads will be accepted. In the event any meter fails to register or registers incorrectly, the parties, after considering all the evidence available from the contractor's and government's records, shall agree upon the length of period during which such meter failed to register or registered incorrectly and the quantity of services delivered through the meter during such period. Upon reaching agreement, an adjustment shall be made to the government's bills.

2. B.4. LOAD REDUCTION: The Federal government will not be penalized in any way for pursuing energy conservation projects that reduce all utility load requirements.

2. B.5. ENERGY CONSERVATION MEASURE: The Energy Policy Act of 1992, Executive Orders, and Presidential Directives require Federal agencies to meet a number of energy and water management goals, among other requirements. The Federal Energy Management Program (FEMP) supports two methods of project financing: Utility Energy Service Contracts (UESCs) and Super Energy Savings Performance Contracts (Super ESPCs). Implemented energy projects save energy, taxpayer dollars and contribute to a cleaner and safer environment.

- a) The term Energy Conservation Measure (ECM) means any specific energy related or water service intended to provide energy savings and/or demand reduction in Federal facilities.
- b) The term Energy Management Service (EMS) means any project that reduces and/or manages energy demand in a facility as well as energy audits and any ancillary services necessary to ensure the proper operation of the energy conservation measure. Such measures include, but are not limited to, operating, maintenance and commissioning services (Energy Conservation Measure and Demand Side Management Measure are considered equivalent terms). To be considered an EMS measure, the measure must satisfy all of the following requirements:
 - 1) The EMS measure must produce measurable energy reductions or measurable amounts of controlled energy and/or water use;
 - 2) The EMS measure must be directly related to the use of energy or directly control the use of energy or water;
 - 3) The preponderance of work covered by the EMS measure (measured in dollars) must be for items 1 and 2 above; and
 - 4) The EMS measure must be an improvement to real property or any action that is necessary to ensure the functionality of the EMS measure.

2. B.6. RENEWABLE ENERGY REQUIREMENT of EPOA 2005 and Executive Order 13423: The authority for this requirement is based on Section 203, FEDERAL PURCHASE REQUIREMENT of the Energy Policy Act of 2005 (42 U.S.C. 15852) and Executive Order 13423, *Strengthening Federal Environmental, Energy, and Transportation Management* (72 FR 3919; January 24, 2007), and the instructions and guidance distributed by the Chairman of the Council for Environmental Quality for the implementation of the Executive Order.

Energy Policy Act of 2005: ("EPOA 2005;" Pub. L. 109-58) requires, in part, that the President, acting through the Secretary of Energy, shall seek to ensure that, to the extent economically feasible and technically practicable, of the total amount of electric energy the Federal government consumes during any fiscal year, the following amounts shall be renewable energy:

- a) not less than 5 percent in fiscal years 2010 through 2012
- b) not less than 7.5 percent in fiscal year 2013 and each fiscal year thereafter

Executive Order (EO) 13423 requires that agencies: Ensure that (i) at least half of the statutorily required renewable energy consumed by the agency in a fiscal year comes from new renewable sources, and (ii) to the extent feasible, the agency implements renewable energy generation projects on agency property for agency use. There are no geographic restrictions related to the RECs provided to meet this requirement.

Overview of Renewable Energy Sources and Conversion Factors: The EPACT 2005 and EO13423 Requirements will be based on the "total amount of electric energy the Federal government consumes during any fiscal year" for all facilities, those subject to EPACT 2005 goals and excluded, domestic and international. This is consistent with Federal energy management requirements in Title V of the National Energy Conservation Policy Act ("NECPA"; Pub. L. 95-619), which specifically apply to Federal buildings, meaning: "any building, structure, or facility, or part thereof, including the associated energy consuming support systems, which is constructed, renovated, leased, or purchased in whole or in part for use by the Federal government and which consumes energy; such term also means a collection of such buildings, structures, or facilities and the energy consuming support systems for such collection."

Section 3 – Contract Clauses

3. A ADDENDUM TO FAR 52.212-4, Contract Terms and Conditions—Commercial Items (OCT 2018)

The terms and conditions for the following clauses are hereby incorporated into this solicitation and resulting contract as an addendum to FAR clause 52.212-4.

Clauses By Reference

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.acquisition.gov/far	
Clause	Title
52.203-3	Gratuities (APR 1984)
52.203-8	Cancellation, Rescission, and Recovery for Funds for Illegal or Improper Activity (MAY 2014)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)
52.203-17	Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (JUN 2020)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)
52.204-13	System for Award Management Maintenance (OCT 2018)
52.204-19	Incorporation by Reference of Representations and Certifications (DEC 2014)
52.232-18	Availability of Funds (APR 1984)
52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)
52.232-23	Assignment of Claims (MAY 2014)
52.232-40	Providing Accelerated Payments to Small Business (DEC 2013)
52.241-2	Order of Precedence – Utilities (FEB 1995)
52.241-4	Change in Class of Service (FEB 1995)
52.241-5	Contractor's Facilities (FEB 1995)
52.242-13	Bankruptcy (JULY 1995)

3. A.1. CONTINUATION OF ADDENDUM TO FAR 52.212-4

TAILORING: In accordance with FAR 12.302, the clause at 52.212-4 is hereby tailored to modify the following elements of the clause to adapt to the market conditions.

At paragraph (d), 'Disputes,' the requirements are supplemented to provide that matters involving the interpretation of retail rates, rate schedules, tariffs, riders, and tariff related terms provided under this contract and related matters involving the interpretation of retail rates, rate schedules, tariffs, riders, and tariff related terms provided in the contract terms and conditions of service are subject to the jurisdiction and regulation of the utility rate commission having jurisdiction.

At paragraph (f), 'Excusable Delays,' the Statement of Requirements section concerning Force Majeure overcomes and has precedence over the Excusable Delays section of the clause in its entirety.

At paragraph (g), 'Invoices,' (vi), 'Terms of any discount for prompt payment offered;' and (i), 'Payment,' (2), 'Prompt Payment' and (4), 'Discount.' Prompt payment regulations applies to invoice payments on all contracts, except contracts with payment terms and late payment penalties established by other governmental authority (e.g., tariffs).

At paragraph (m), 'Termination for Cause.' The following section on Termination for Cause overcomes and has precedence over the Termination for Cause section of the clause at FAR 52.212-4(m) in its entirety. The government may terminate for cause in the event of a material failure to comply with any term or condition which is not remedied within 5 business days from the date of notice of default. In the event of termination for cause, the government shall not be liable to the contractor for any amount for supplies of services not accepted, and the contractor shall be liable to the government for any and all rights and remedies provided by law. If it is determined that the government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

At paragraph (n), 'Title.' The following section on Title overcomes and has precedence over the Title section of the clause at FAR 52.212-4(n) in its entirety. Title to natural gas services provided by the contractor under this contract shall pass from the government to the contractor upon delivery of said natural gas to the Delivery Point.

This contract incorporates one or more agency [DOJ] approved clauses by reference (included above) with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: Federal Acquisition Regulation <http://www.acquisition.gov>

3. A.2 CLAUSES INCORPORATED BY FULL TEXT WITH APPLICABLE FILL-IN INFORMATION AS FOLLOWS:

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from THE EFFECTIVE DATE OF AWARD through 120 MONTHS.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule. (End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than ONE THOUSAND THERMS the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor—

(1) Any order for a single item in excess of the estimated quantities identified in the Schedule of Items within the current performance period;

(2) Any order for a combination of items in excess of the estimated quantities identified in the Schedule of Items within the current performance period or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source. (End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 120 MONTHS FROM THE EDOA [insert date]. (End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond SEPTEMBER 30TH. The government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the government for any payment may arise for performance under this contract beyond SEPTEMBER 30TH, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer. (End of clause)

52.241-3 SCOPE AND DURATION OF CONTRACT (FEB 1995)

-
- (a) For the period EFFECTIVE DATE OF AWARD THROUGH TEN YEARS, the Contractor agrees to furnish and the government agrees to purchase NATURAL GAS utility service in accordance with the applicable tariff(s), rules, and regulations as approved by the applicable governing regulatory body and as set forth in the contract.
- (b) It is expressly understood that neither the Contractor nor the government is under any obligation to continue any service under the terms and conditions of this contract beyond the expiration date.
- (c) The Contractor shall provide the government with one complete set of rates, terms, and conditions of service which are in effect as of the date of this contract and any subsequently approved rates.
- (d) The Contractor shall be paid at the applicable rate(s) under the tariff and the government shall be liable for the minimum monthly charge, if any, specified in this contract commencing with the period in which service is initially furnished and continuing for the term of this contract. Any minimum monthly charge specified in this contract shall be equitably prorated for the periods in which commencement and termination of this contract become effective. (End of clause)

52.241-6 SERVICE PROVISIONS (Feb 1995)

-
- (a) Measurement of service.
- (1) All service furnished by the Contractor shall be measured by suitable metering equipment of standard manufacture, to be furnished, installed, maintained, repaired, calibrated, and read by the Contractor at its expense. When more than a single meter is installed at a service location, the readings thereof may be billed conjunctively, if appropriate. In the event any meter fails to register (or registers incorrectly) the service furnished, the parties shall agree upon the length of time of meter malfunction and the quantity of service delivered during such period of time. An appropriate adjustment shall be made to the next invoice for the purpose of correcting such errors. However, any meter which registers not more than TWO.FIVE (2.5) percent slow or fast shall be deemed correct.
- (2) The Contractor shall read all meters at periodic intervals of approximately 30 days or in accordance with the policy of the cognizant regulatory body or applicable bylaws. All billings based on meter readings of less than TWENTY-SEVEN (27) days shall be prorated accordingly.
- (b) Meter test.
- (1) The Contractor, at its expense, shall periodically inspect and test Contractor-installed meters at intervals not exceeding ONE (1) year(s). The government has the right to have representation during the inspection and test.
- (2) At the written request of the Contracting Officer, the Contractor shall make additional tests of any or all such meters in the presence of government representatives. The cost of such additional tests shall be borne by the government if the percentage of errors is found to be not more than TWO.FIVE (2.5) percent slow or fast.
- (3) No meter shall be placed in service or allowed to remain in service which has an error in registration in excess of TWO.FIVE (2.5) percent under normal operating conditions.
- (c) *Change in volume or character.* Reasonable notice shall be given by the Contracting Officer to the Contractor regarding any material changes anticipated in the volume or characteristics of the utility service required at each location.
- (d) *Continuity of service and consumption.* The Contractor shall use reasonable diligence to provide a regular and uninterrupted supply of service at each service location, but shall not be liable for damages, breach of contract or otherwise, to the government for failure, suspension, diminution, or other variations of service occasioned by or in consequence of any cause beyond the control of the Contractor, including but not limited to acts of God or of the public enemy, fires, floods, earthquakes, or other catastrophe, strikes, or failure or breakdown of transmission or other facilities. If any such failure, suspension, diminution, or other variation of service shall aggregate more than ONE (1) hour(s) during any billing period hereunder, an equitable adjustment shall be made in the monthly billing specified in this contract (including the minimum monthly charge). (End of clause)

52.241-8 CHANGE IN RATES OR TERMS AND CONDITIONS OF SERVICE FOR UNREGULATED SERVICES (FEB 1995)

-
- (a) This clause applies to the extent services furnished hereunder are not subject to regulation by a regulatory body.
- (b) After THE EFFECTIVE DATE OF AWARD, either party may request a change in rates or terms and conditions of service, unless otherwise provided in this contract. Both parties agree to enter into negotiations concerning such changes upon receipt of a written request detailing the proposed changes and specifying the reasons for the proposed changes.
- (c) The effective date of any change shall be as agreed to by the parties. The Contractor agrees that throughout the life of this contract the rates so negotiated will not be in excess of published and unpublished rates charged to any other customer of the same class under similar terms and conditions of use and service.
- (d) The failure of the parties to agree upon any change after a reasonable period of time shall be a dispute under the Disputes clause of this contract. (End of clause)

52.21-603-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR)(Jun 2012).

-
- (a) DAVID M. BARR, ENGINEERING TECHNICIAN, COR, FCC COLEMAN, is hereby designated as the Contracting Officer's Representative (COR) under this contract.
- (b) The COR is responsible, as applicable, for: receiving all deliverables, inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contractor effort, fills in details or otherwise serves to accomplish the contractual Scope of Work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.
- (c) The COR does not have the authority to alter the contractor's obligations under the contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If as a result of technical discussions it is desirable to alter/change contractual obligations or the Scope of Work, the Contracting Officer shall issue such changes. (End of clause)

52.218-000 CONTINUING CONTRACT PERFORMANCE DURING A PANDEMIC INFLUENZA OR OTHER NATIONAL EMERGENCY (MAY 2008)

During a Pandemic or other emergency, we understand that our contractor workforce will experience the same high levels of absenteeism as our Federal employees. Although the Excusable Delays and Termination for Default clauses used in Government contracts list epidemics and quarantine restrictions among the reasons to excuse delays in contract performance, we expect our contractors to make reasonable effort to keep performance at an acceptable level during emergency periods.

The Office of Personnel Management (OPM) has provided guidance to Federal managers and employees on the kinds of actions to be taken to ensure the continuity of operations during emergency periods. This guidance is also applicable to our contract workforce. Contractors are expected to have reasonable policies in place for continuing work performance, particularly those performing mission critical services during a pandemic influenza or other emergency situation.

The types of actions a Federal contractor should reasonably take to help ensure performance are:

- Encourage employees to get inoculations or follow other preventive measures as advised by the public health service.
- Contractors should cross-train workers as backup for all positions performing critical services. This is particularly important for work such as guard services where telework is not an option.
- Implement telework to the greatest extent possible in the workgroup so systems are in place to support successful remote work in an emergency.
- Communicate expectations to all employees regarding their roles and responsibilities in relation to remote work in the event of a pandemic health crisis or other emergency.
- Establish communication processes to notify employees of activation of this plan.
- Integrate pandemic health crisis response expectations into telework agreements.
- With the employee, assess requirements for working at home (supplies and equipment needed for an extended telework period). Security concerns should be considered in making equipment choices; agencies or contractors may wish to avoid use of employees' personal computers and provide them with PCs or laptops as appropriate.
- Determine how all employees who may telework will communicate with one another and with management to accomplish work.
- Practice telework regularly to ensure effectiveness.
- Make it clear that in emergency situations, employees must performance all duties assigned by management, even if they are outside usual or customary duties.
- Identify how time and attendance will be maintained.

It is the contractor's responsibility to advise the Government Contracting Officer if they anticipate not being able to perform and to work with the Federal Bureau of Prisons (Bureau) to fill gaps as necessary. This means direct communication with the Contracting Officer or in his/her absence, the Contracting Officer's Representative, via telephone or e-mail messages acknowledging the contractor's notification. The incumbent contractor is responsible for assisting the Bureau in estimating the adverse impacts of nonperformance and to work diligently with the Bureau to develop a strategy for maintaining continuity of operations.

The Bureau does reserve the right in such emergency situations to use Federal employees, employees of other agencies, contracting support from other existing contractors, or to enter into new contracts for critical support services. Any new contracting efforts would be acquired following the guidance in the Office of Federal Policy issuance "Emergency Acquisitions", dated May 2007 and Subpart 18.2, Emergency Acquisition Flexibilities, of the Federal Acquisition Regulation. (End of Clause)

BOP 2852.242-71 – EVALUATION OF CONTRACTOR PERFORMANCE UTILIZING CPARS (APR 2011)

The services, although not directly supervised, shall be reviewed by Federal Bureau of Prisons (Bureau) staff to ensure contract compliance. The contractor's performance will be evaluated in accordance with FAR 42.15. Contract monitoring reports will be prepared by the Contracting Officer's Representative (COR) and maintained in the contract file.

In accordance with FAR 42.1502 and 42.1503, agencies shall prepare an evaluation of contractor performance and submit it to the Past Performance Information Retrieval System (PPIRS). The Bureau utilizes the Department of Defense (DOD) web-based Contractor Performance Assessment Reporting System (CPARS) to provide contractor performance evaluations. The contractor shall provide and maintain a current e-mail address throughout the life of the contract. The contractor will receive an e-mail from the Focal Point through the following website address webpmsmh@navy.mil when the contract is registered in CPARS. The e-mail will contain a "user ID" and temporary password to register in the CPARS system. The contractor must be registered to access and review its evaluation and/or provide a response. If assistance is required when registering, please contact the Contracting Staff/Focal Point. (End of Clause)

3.A.1.2 ADDITIONAL INFORMATION

THE INCORPORATED CLAUSES IN THIS DOCUMENT ARE THOSE IN EFFECT THROUGH FEDERAL ACQUISITION CIRCULAR 2021-02. CONTRACTING OFFICERS MAY, AT THEIR DISCRETION, INCLUDE THE CHANGES IN ANY EXISTING CONTRACT WITH APPROPRIATE CONSIDERATION. FAC 2021-02 AMENDS THE FAR AS SPECIFIED EFFECTIVE NOVEMBER 23, 2020. IF THIS DOCUMENT CONTAINS ANY CLAUSE THAT HAS SINCE BEEN AMENDED, UPON REQUEST, THE CONTRACTING OFFICER WILL MAKE THEIR FULL TEXT AVAILABLE.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (NOV 2020)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805note)).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- [Contracting Officer check as appropriate.]
- XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (June 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- ___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509).
- ___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- XX (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ___ (5) [Reserved].
- ___ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- XX (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) (31 U.S.C. 6101note).
- XX (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- ___ (10) [Reserved].
- ___ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) (15 U.S.C. 657a).
- ___ (ii) Alternate I (Mar 2020) of 52.219-3.
- ___ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ___ (ii) Alternate I (Mar 2020) of 52.219-4.
- ___ (13) [Reserved].
- ___ (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
- ___ (ii) Alternate I (Mar 2020) of 52.219-6.
- ___ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
- ___ (ii) Alternate I (Mar 2020) of 52.219-7.
- XX (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- ___ (17) (i) 52.219-9, Small Business Subcontracting Plan (Jun 2020) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (Nov 2016) of 52.219-9.
- ___ (iii) Alternate II (Nov 2016) of 52.219-9.
- ___ (iv) Alternate III (Jun 2020) of 52.219-9.
- ___ (v) Alternate IV (Jun 2020) of 52.219-9.
- ___ (18)(i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
- ___ (ii) Alternate I (Mar 2020) of 52.219-13.
- ___ (19) 52.219-14, Limitations on Subcontracting (Mar 2020) (15 U.S.C. 637(a)(14)).
- ___ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(ii)).
- ___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) (15 U.S.C. 657f).
- XX (22) (i) 52.219-28, Post Award Small Business Program Representation (Nov 2020) (15 U.S.C. 632(a)(2)).
- ___ (ii) Alternate I (Mar 2020) of 52.219-28.
- ___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) (15 U.S.C. 637(m)).
- ___ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- ___ (26) 52.219-33, Nonmanufacturer Rule (Mar 2020) (15 U.S.C. 637(a)(17)).
- XX (27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).
- ___ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2020) (E.O.13126).
- XX (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- XX (30) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).
- ___ (ii) Alternate I (Feb 1999) of 52.222-26.
- XX (31) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
- ___ (ii) Alternate I (Jul 2014) of 52.222-35.
- XX (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- ___ (ii) Alternate I (Jul 2014) of 52.222-36.

- XX (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- XX (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- XX (35) (i) 52.222-50, Combating Trafficking in Persons (Oct 2020) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- XX (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- (40) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Oct 2015) of 52.223-13.
- (41) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-14.
- (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).
- (43) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-16.
- XX (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- (47) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
- (ii) Alternate I (Jan 2017) of 52.224-3.
- (48) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).
- (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (May 2014) of 52.225-3.
- (iii) Alternate II (May 2014) of 52.225-3.
- (iv) Alternate III (May 2014) of 52.225-3.
- (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (51) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (55) 52.229-12, Tax on Certain Foreign Procurements (Jun 2020).
- (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- XX (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C. 3332).
- (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).
- (63) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- (ii) Alternate I (Apr 2003) of 52.247-64.
- (iii) Alternate II (Feb 2006) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- [Contracting Officer check as appropriate.]
- (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020).
- (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

- (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-
- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509).
- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C.637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C.4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C.793).
- (x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C.4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- (xiii) (A) 52.222-50, Combating Trafficking in Persons (Oct 2020) (22 U.S.C. chapter 78 and E.O 13627).
- (B) Alternate I (Mar 2015) of 52.222-50(22 U.S.C. chapter 78 and E.O 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- (B) Alternate I (Jan 2017) of 52.224-3.
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx.1241(b) and 10 U.S.C.2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (End of clause)

Section 4 – List of Attachments

Exhibits and Attachments

Identifier	Title	Number of Pages
1	CITY OF LEESBURG QUOTE DATED JANUARY 11, 2021	33
2	CITY OF LEESBURG PRICING BREAKDOWN	2

Section 5 – Special Contract Conditions

5. A ADDENDA: SPECIAL CONTRACT CONDITIONS

5. A.1. **CONTRACT ESTABLISHMENT:** The Federal Bureau of Prisons, Field Acquisition Office working to satisfy the acquisition needs of the FCC Coleman hereby establishes a requirements type contract to provide natural gas utility services as detailed in the Description of the Supplies/Services Being Acquired.

5. A.2. **TYPE OF CONTRACT:** The Government hereby establishes a single award of an indefinite delivery/requirements type contract with firm-fixed unit prices resulting from solicitation 15B30221Q00000006, which is incorporated into this contract award as to ALL lines. (Attachment 1)

5. A.3. **PLACE OF ACCEPTANCE:** In accordance with FAR 46.503 and 46.403(a)(6), the place of acceptance for services under this contract is at the destination, FCC Coleman, Coleman, FL. The Contractor will provide the contract services independent of government supervision.

5. A.4. **CONTRACT ADMINISTRATION:** Authority to negotiate changes in the terms, conditions, or amounts cited in this contract is reserved to the CO. This responsibility may be performed by an ACO for the CO. In accordance with FAR 42.202, the Contracting Office of the FCC Coleman, is assigned to be the ACO for this contract. This assignment carries with it the authority to perform all normal contract administration functions listed in FAR 42.302(a), items (1) through (71), to the extent those functions apply to this contract. This assignment also includes delegation of authority to perform functions specified in FAR 42.302(b), items (1) through (11).

5. A.5. **CONTRACTING OFFICER (CO) RESPONSIBILITY:** The CO has the overall and primary responsibility for the administration of this contract. The CO alone, without delegation, is authorized to take actions on behalf of the government to: modify or deviate from the contract terms, conditions, requirements, specifications, details, and/or delivery schedules, make final decisions involving deductions from contract payments or other consideration due to the government, for nonperformance or unsatisfactory performance, whether or not in dispute, terminate the contract for convenience or default, issue final decisions regarding contract questions or matters under dispute. This responsibility may be assumed by an ACO for the CO.

5. A.6. **REVIEWS:** The CO or other designated representative of the Bureau is authorized to review by on-site, review of records, or by any other reasonable manner, the quality of services rendered under this contract. Payments will be denied when such service does not support the charges or if the service is deemed not necessary or appropriate. Such determinations may be made by the CO, ACO, or COR, whichever is appropriate. The Bureau reserves the right to require an independent audit of any invoice or bill.

5. B ADDENDA: MISCELLANEOUS CONTRACT CONDITIONS

5. B.1. **LIABILITY:** The Bureau shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use or operation of the contractor's facilities or the action of the contractor, its employees or agents in performing under this contract, provided that the damage or injury to person or property was not a result of any act or failure to act on the part of the Bureau, its employees or agents; provided further that the contractor shall not be liable for the action of the Bureau, its employees or agents.

5. B.2. **FORCE MAJEURE:** Events not reasonably anticipated or within the control of the claiming party. Neither the Bureau nor the contractor shall be considered to be in default with respect to any obligations under this contract by reason of uncontrollable forces. The term "uncontrollable forces" being deemed, for the purposes of this contract, to mean any cause beyond the control of the party affected, including but not limited to failure of facilities, flood, earthquake, storm lightning, fire, pandemic influenza, epidemic, war, riot, civil disturbance, labor disturbance, acts of public enemy, sabotage, other national emergency, restraint by a court of public authority, actions of governments or regulatory bodies, future changes in laws, rules, regulations, utility practices, or distribution failure, which, by exercise of due diligence and foresight, such party could not reasonably have been expected to avoid. Either party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch. In no event shall the economic hardship of either party constitute a Force Majeure condition. The following conditions, by themselves, shall not constitute a Force Majeure condition: inability of the contractor to obtain transportation or the event of higher actual costs than contracted costs to the contractor.

5. B.3. **COMMUNICATION:** All communications between the Contractor and the Bureau relating to the terms of this contract after notification of award shall be conducted through the Contract Administration Office (CAO).

5. B.4. **ORDINANCE:** Provided that this contract is executed pursuant to the authority of the contractor and may be modified, amended, or repealed as provided for by law; and further, where any provision(s) of this contract are in conflict with the Water and/or Sewer Rate Schedule on file, as amended; or any subsequently enacted rate, the rate schedule then in effect shall prevail, provided that the above is not contrary to Federal Law.

5. B.5 **ACCESS TO SERVICE LOCATION:** The Bureau hereby grants to the contractor, free of any rental or similar charge, but subject to the limitations and terms specified in this contract, a revocable right of access to enter the Service Location for any proper purpose under this contract including use of site or sites agreed upon by the parties for the installation, operation, and maintenance of the facilities of the contractor. Authorized representatives of the contractor shall, when properly identified, be allowed access to the facilities of the Bureau at reasonable and suitable times to perform the obligations of contractor with respect to such facilities (e.g.,

reading meter(s), making repairs, performing inspections, or for any other purpose incident to the services). It is expressly understood, however, that proper Bureau authority may limit or restrict the right to access herein granted in the manner considered by such authority to be necessary for the security of FCC Coleman.

ATTACHMENT II – CITY OF LEESBURG PRICING BREAKDOWN

Description	Rate	Note
Delivery Charge	\$0.593399 per therm	The City of Leesburg may adjust the Delivery and Monthly charge annually per Section 22-166 of the Leesburg, FL, Code of Ordinances; however, a Contract Modification is required in order to incorporate new rates into the contract per FAR 52.241-8.
Monthly Charge	\$12.99 per month	
Fuel Adjustment Charge Taxable	\$0.069060* per therm	The Fuel Adjustment Charge (non-taxable and taxable) represents the cost the City of Leesburg pays for the natural gas commodity and is passed directly to the Federal Bureau of Prisons (Bureau). These rates are adjusted monthly as determined by the current price of natural gas. The current rate is published every month on the City of Leesburg's website. A contract modification is not necessary in order to incorporate these rates as they fluctuate monthly and are published to the City's website.
Fuel Adjustment Charge Nontaxable	\$0.353256* per therm	
Florida Gross Receipts Tax	\$990.20 per month	This rate is assessed by the Florida Department of Revenue and directly passed to the Bureau for its portion of Gross Receipts Tax owed. This rate may be adjusted by the Department of Revenue annually; however, a Contract Modification is required in order to incorporate a new rate into the contract per FAR 52.241-8. The Office of General Counsel, Commercial Law Branch, has determined that these taxes are owed and properly payable.

* This is the rate for January 2021 and is used here as an example.

January 6, 2021

To: Al Minner
James Williams
Paul Austin
Jack Rogers
City Clerk

FROM: Jim Williams



The Gas Rate Schedule below will become effective on January 6, 2021.

According to Sec. 22-246 of the City Code of Ordinances, all increases in the wholesale cost of natural gas are to be passed on to the customer. The wholesale cost of gas is reflected in the fuel adjustment charge.

GAS RATE SCHEDULE

RESIDENTIAL

DEPOSIT:	50.00
SERVICE CHARGE EXCLUSIVE OF USE	8.65
DELIVERY CHARGE	0.593399
FUEL ADJUSTMENT CHARGE	0.422316
ENERGY	0.000000

HEATING ONLY

DEPOSIT:	50.00
SERVICE CHARGE EXCLUSIVE OF USE	12.99
DELIVERY CHARGE	0.593399
FUEL ADJUSTMENT CHARGE	0.422316
ENERGY	0.000000

PUBLIC BUILDINGS, COMMERCIAL & SMALL INDUSTRIAL (not contract)

SERVICE CHARGE EXCLUSIVE OF USE	12.99
DELIVERY CHARGE	0.593399
FUEL ADJUSTMENT CHARGE	0.422316
ENERGY	0.000000

DELIVERY CHARGE - Taxable	
FUEL ADJUSTMENT CHARGE - Taxable	0.593399
FUEL ADJUSTMENT CHARGE - Nontaxable	0.069060
	<u>0.353256</u>

Total

1.015715

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: March 22, 2021

From: Jack Rogers, (Gas Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Gas Service Agreement with HLC Windsong, LLC, by Hanover Land Company, LLC, its manager; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the Gas Service Agreement for Windsong Phase 2.

Analysis:

HLC Windsong, LLC, by Hanover Land Company, LLC, its manager, is developing a subdivision located off of US Highway 27, south, in Leesburg known as Windsong Phase 2. Section 22-7 of the Code of Ordinance requires the owner to utilize natural gas for eighty percent of the planned one hundred, twenty six (126) units within the development. The estimated cost of the infrastructure, which will be fully funded by the developer is one hundred seventeen thousand, two hundred seventy-nine dollars and sixty-one cents (\$117,279.61).

Procurement Analysis:

N/A

Options:

1. Approve the Gas Service Agreement with HLC Windsong, LLC, by Hanover Land Company, LLC, its manager; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Developer will place construction funds totaling (\$117,279.61) in an escrow account sufficient to fully fund the project. A budget adjustment will be processed to add these funds to the current budget.

Submission Date and Time: 3/17/2021 10:56:07 AM

RESOLUTION _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA
AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE A GAS
SERVICE AGREEMENT BETWEEN THE CITY OF LEESBURG AND HLC WINDSONG,
LLC, FOR THE PURPOSE OF PROVIDING NATURAL GAS SERVICE TO THE
DEVELOPMENT REFERRED TO AS WINDSONG; AND PROVIDING AN EFFECTIVE
DATE.**

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

THAT the Mayor and City Clerk are hereby authorized and directed to execute a Gas Service Agreement between the City of Leesburg and HLC Windsong, LLC, for the purpose of setting forth the terms and conditions under which the City of Leesburg will provide natural gas service to the proposed development referred to as Windsong.

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 March 2021.

THE CITY OF LEESBURG,

John Christian, Mayor

ATTEST:

City Clerk

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2021 by and between the City of Leesburg, Florida, a municipal corporation organized under the laws of the State of Florida, located at 501 W. Meadow Street, Leesburg, Florida, 34748, (hereinafter referred to as “City”), and HLC Windsong, LLC at 605 Commonwealth Ave Orlando, 32803 (hereinafter jointly referred to as “Owner”), sometimes collectively referred to as “Party” or “Parties”.

WITNESSETH:

WHEREAS, Owner is developing a subdivision located in Leesburg, Florida, known as Windsong phase 2 (hereafter referred to as the “Development”), in accordance with the master plan for the Development on file with the City; and

WHEREAS, Section 22-7 of the Code of Ordinances of the City of Leesburg, Florida, requires that Owner utilize natural gas within the Development; and

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

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

1. The City shall, subject to the provisions of this Agreement, supply natural gas service which shall include main, service and meter installations, to (Phase 2) the Development. Owner shall be responsible for installing and connecting all natural gas appliances to the outlet of City gas meters. A map of the Development is attached as Exhibit “A” to this Agreement and by reference is made a part hereof. City shall provide such natural gas service from the supply line, including the gas meter.

2. Owner shall ensure that not less than eighty percent (80%) of the planned 126 units within the Development are equipped with:

A. A natural gas water heater; and

B. A natural gas furnace or Hydro-heat.

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

4. The Owner is obligated to pay the full cost of the infrastructure required to serve the Development and the cost of the services, meters, appurtenances and installation, which will be performed by the City. The Owner's estimated costs of the infrastructure to be funded by Owner as set forth below, is One Hundred and Seventeen Thousand Two hundred and Seventy Nine dollars and Sixty One cents (\$117,279.61). Fifteen (15) days prior to construction, Owner shall place in escrow with the City, funds equal to that estimate to be used to pay for the construction as it proceeds. Notwithstanding inclusion of this estimate herein, Owner shall be obligated to pay the full cost of the infrastructure required to serve the Development.

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

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

7. The City shall both own and maintain the natural gas system, up to and including the natural gas meter, within the Development. The natural gas system from the outlet of the gas meter to the appliance utilizing the natural gas shall be maintained by the Owner or homeowner.

8. The Owner shall grant to the City all easements needed to install the natural gas pipelines within the Development, including minimum five foot (5') side lot easements, and shall dedicate those easements to the perpetual use of the City and its successors in interest for the purpose of laying, maintaining, repairing and replacing the natural gas pipelines. In addition, the Owner shall provide a location and easement, agreed to by the City for the purpose of installation of any necessary regulator stations and all associated equipment.

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

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

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

12. The Parties agree that the laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. The parties agree that in the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

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

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

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

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

CITY OF LEESBURG

BY: _____
Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

BY: _____
Andrew J Orosz, Vice President
HLC Windsong, LLC, by Hanover
Land Company, LLC, its Manager

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.7.

Meeting Date: March 22, 2021

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, ratifying the appointment of Corporal John Sommersdorf as the "Fifth Member" of the Leesburg Police Officers' Pension Board for a two-year term to expire December 31, 2022; and providing an effective date.

Staff Recommendation:

Staff recommends the Commission ratify the appointment of the "Fifth Member" to the Leesburg Police Officers' Pension Board.

Analysis:

The Leesburg Police Officers' Pension Board appointed Corporal John Sommersdorf in 2016 as its "Fifth Member". Corporal Sommersdorf has expressed a desire to remain on the pension board. The Board made motion, passed unanimously, to select Corporal John Sommersdorf to continue as its "Fifth Member" for a term to expire December 31, 2022.

Section 3 of the Board of Trustees plan document states once the trustees select the "Fifth Member", his/her name is presented to the Commission for ratification of the appointment "as a ministerial act".

Procurement Analysis:

N/A

Options:

1. Ratify the appointment of a member to the Leesburg Police Officers' Pension Board; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None

Submission Date and Time: 3/17/2021 11:01:21 AM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, RATIFYING THE APPOINTMENT OF CORPORAL JOHN
SOMMERSDORF AS THE "FIFTH MEMBER" OF THE LEESBURG POLICE
OFFICERS' PENSION BOARD FOR A TWO-YEAR TERM TO EXPIRE
DECEMBER 31, 2022; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the City Commission hereby ratifies the appointment of Corporal John Sommersdorf as a the "Fifth Member" of the Police Officers' Pension Trustee Board for a two-year term, with said term to expire December 31, 2022.

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 March 2021.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.8.

Meeting Date: March 22, 2021

From: Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Joint Participation Agreement with the Florida Department of Transportation for Landscaping Improvements along State Road 500 (US 441) from Sleepy Hollow Road to Airport View; and providing an effective date.

Staff Recommendation:

Staff recommends approving the Joint Participation Agreement (JPA) with FDOT for Landscaping Improvements along State Road 500 (US 441) from Sleepy Hollow Road to Airport View.

Analysis:

Improving landscaping along the City's major corridors, U.S. 441, U.S. 27 and SR 44, is an ongoing City goal. In 2007 improvements on U.S. 441 from CR 473 to College Drive were completed. In 2015 the City accepted \$300,000 grant and executed a JPA with FDOT for landscaping U.S. 441 from College Drive to Airport View Road. The project was completed in 2017. The execution of the current JPA will continue the improvements westward.

The JPA stipulates that FDOT will fund the purchase and installation of the vegetation portion of the project, but project design, irrigation, sodding and construction administration costs are City responsibilities.

The City received signed and sealed plans for this project earlier this year and FDOT has recently conducted its review and approval. The next step in the process is execution of the JPA and procurement of construction.

Procurement Analysis:

Options:

1. Approve the resolution authorizing execution of the Joint Participation Agreement; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Approval of the Joint Participation Agreement provides the City with a \$350,000 grant from FDOT.

Submission Date and Time: 3/17/2021 11:05:18 AM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
JOINT PARTICIPATION AGREEMENT WITH THE FLORIDA
DEPARTMENT OF TRANSPORTATION FOR LANDSCAPING
IMPROVEMENTS ALONG STATE ROAD 500 (US 441) FROM SLEEPY
HOLLOW ROAD TO AIRPORT VIEW; AND PROVIDING AN EFFECTIVE
DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, whose address is 605 Suwannee Street, Tallahassee, Florida 32399-0450, for Landscaping Improvements along State Road 500 (US 441) from Sleepy Hollow Road to Airport View.

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 March 2021.

Mayor

ATTEST:

City Clerk

Financial Project No.: 444927-1-58-01 444927-2-58-01 Agency: City of Leesburg Contract No:	Fund: DDR Function: 215 Contract Amount: \$350,000.00	FLAIR Approp.: 088716 FLAIR Obj.: 563000 Org. Code: 55054010508 Vendor No.: F596000362006
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**JOINT PARTICIPATION AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF LEESBURG**

This Agreement, made and entered into _____,
by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**
(hereinafter referred to as the DEPARTMENT) and the **CITY OF LEESBURG** (hereinafter
referred to as the LOCAL GOVERNMENT),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT, by Resolution, a copy of which is attached hereto as Exhibit "F" and made a part hereof, has authorized its officers to execute this Agreement on its behalf.

WHEREAS, the DEPARTMENT is prepared, in accordance with its Five Year Work Program, to undertake the Project described as the "Landscaping Improvements along State Road 500 (US 441) from Sleepy Hollow Road to Airport View", in the DEPARTMENT'S Fiscal Year 2020/2021, said Project being known as Financial Project Numbers (FPNs) 444927-1-58-01 and 444927-2-58-01, hereinafter referred to as the "Project"; and

WHEREAS, the Project is on the State Highway System, is not revenue producing and is contained in the adopted Five Year Work Program; and

WHEREAS, the implementation of the Project is in the interest of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to perform the services to complete the Project; and

WHEREAS, the intent of this Agreement is to establish the terms and conditions of the funding and the production of this Project.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. TERM

A. The term of this Agreement shall begin upon the date of signature of the last party to sign. The LOCAL GOVERNMENT agrees to complete the Project by **February 28, 2022**, in accordance with the schedule described and contained in Exhibit “C” attached hereto. If the LOCAL GOVERNMENT does not complete the Project within the time period allotted, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the LOCAL GOVERNMENT and granted in writing by the DEPARTMENT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the Project. After the Project is complete, the term of this Agreement shall continue in effect and be binding on the parties for maintenance responsibilities of the LOCAL GOVERNMENT. The DEPARTMENT will review the need for the LOCAL GOVERNMENT to continue maintenance of the Improvements on a five-year basis, and if it is determined by the DEPARTMENT that maintenance is no longer needed, the DEPARTMENT may unilaterally terminate the Agreement, upon thirty (30) days written notice to the LOCAL GOVERNMENT.

2. SERVICES AND PERFORMANCES

A. The LOCAL GOVERNMENT shall perform necessary preliminary engineering, prepare all design plans for the Project, perform the construction, provide all necessary engineering supervision, and otherwise perform all other necessary work to complete the Project, as specified in Exhibit “A” attached hereto and by this reference made a part hereof. All work provided by the LOCAL GOVERNMENT hereunder shall be undertaken consistent with and in accordance with the Terms & Conditions set forth in Exhibit “D” hereto. Nothing herein shall be construed as requiring the LOCAL GOVERNMENT to perform any activity which is outside of the scope of services of the Project.

B. In addition to the Terms & Conditions set forth in Exhibit “D”, the LOCAL GOVERNMENT agrees to undertake the design and construction of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including DEPARTMENT standards and specifications. The LOCAL GOVERNMENT agrees to use current Standard Plans, FDOT Design Manual, and Standard Specifications corresponding to the letting date (bid opening). The latest landscaping Special Provision Specification 580 can be found at:

<https://fdotewp1.dot.state.fl.us/SpecificationsPackage/Package/Workbook/LAPSpecificationSelection.aspx>

C. The landscaping design:

- i) Shall have more emphasis on trees and less on shrubs. Typically, more large trees and fewer shrubs can instantly increase “curb appeal” and wow factor of the landscaping. It can also cost much less to maintain than extensive masses

of ornamental shrubs or other high maintenance material.

- ii) Does not prohibit shrubs. Shrubs can be used when and where they are part of the best design solution.
- iii) Consider the Right Plant, Right Place – does the palette fit the surroundings?

During the design process, the design plans will be reviewed by the Department to see if all guidelines are being followed.

D. This Agreement shall act to supersede the normal requirements of the LOCAL GOVERNMENT to secure separate DEPARTMENT permits for the landscaping described herein and this Agreement is deemed to constitute a permit for said work.

E. The LOCAL GOVERNMENT shall be responsible for obtaining clearances/permits required for the construction of the Project from the appropriate permitting authorities.

F. The LOCAL GOVERNMENT understands that they are responsible for the preparation of all design plans for the Project, at the expense of the LOCAL GOVERNMENT, suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for the Project. The LOCAL GOVERNMENT shall assure that the design, construction, installation, and maintenance is consistent with and meets all criteria and limitations of Rule 14-40.030, Florida Administrative Code, as it relates to Vegetation Management at Outdoor Advertising Signs.

G. One (1) copy of the design plans shall be provided to the DEPARTMENT'S Design Project Manager. The DEPARTMENT shall review the plans for conformance to the DEPARTMENT'S requirements and feasibility within forty-five (45) days of delivery by the LOCAL GOVERNMENT. The DEPARTMENT'S review shall not be considered an adoption of the plans nor a substitution for the engineer's responsibility for the plans, however, all changes requested by the DEPARTMENT shall be made by the Engineer of Record/LOCAL GOVERNMENT with the understanding that final decision rest with the DEPARTMENT. All corrected plans shall be provided to the DEPARTMENT in a timely manner. The LOCAL GOVERNMENT shall provide a copy of the Final Bid documents to the DEPARTMENT within ten (10) days of the receipt of said documents. After acceptance of the plans and prior to commencing the work described herein, the LOCAL GOVERNMENT shall request a Notice to Proceed from D5-LocalPrograms@dot.state.fl.us.

H. The LOCAL GOVERNMENT shall not advertise for bids until the DEPARTMENT issues the Notice to Proceed. **Any work performed prior to the issuance of the Notice to Proceed is not subject to reimbursement.**

I. The expenditure of funds pursuant to this Agreement shall comply with the terms of Section 334.044(26), Florida Statutes, as amended.

J. The LOCAL GOVERNMENT shall hire a DEPARTMENT Pre-qualified Landscape Contractor or, in accordance with the requirements set forth in Exhibit "D" and in accordance with the Special Provisions, as it may be amended from time to time, the LOCAL GOVERNMENT may hire an experienced qualified landscape contractor using the LOCAL GOVERNMENT'S normal bid procedures to perform the construction work for the Project.

- i) Illicit Discharge Training. All persons employed by the Contractor or Subcontractors working within the DEPARTMENT'S right-of-way shall have Tier 1 Illicit Discharge Detection and Elimination (IDDE) training. The computer based training is provided by video on the following web page: <http://www.dot.state.fl.us/emo/sched/train1.shtm>.
- ii) The LOCAL GOVERNMENT shall provide a list of persons trained prior to submittal of the first invoice. The LOCAL GOVERNMENT shall provide an updated list of new Contractor/Subcontractor employees annually thereafter.

K. The LOCAL GOVERNMENT shall hire a DEPARTMENT Pre-qualified Consultant Construction Engineering Inspection firm (hereinafter "CCEI") to perform construction oversight including the obligation to assure that any and all verification testing is performed in accordance with the Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time. The LOCAL GOVERNMENT'S Attorney shall certify to the DEPARTMENT that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes. The DEPARTMENT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. The CCEI firm shall not be the same firm as that of the Engineer of Record for the Project.

L. The LOCAL GOVERNMENT shall require the LOCAL GOVERNMENT'S contractor to post a bond in accordance with Section 337.18(1), Florida Statutes.

M. The LOCAL GOVERNMENT shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable DEPARTMENT standards and that the work is performed in accord with the Terms and Conditions contained in Exhibit "D".

N. If the LOCAL GOVERNMENT utilizes its own work force for any services for the Project, all costs and expenses thereof shall not be subject to reimbursement.

O. Upon request, the LOCAL GOVERNMENT agrees to provide progress reports to the DEPARTMENT in the standard format used by the LOCAL GOVERNMENT and at intervals established by the DEPARTMENT. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of the Project being constructed by the LOCAL

GOVERNMENT and of details thereof. Either party to the Agreement may request and shall, within a reasonable time thereafter, be granted a conference with the other party.

P. Upon completion of the work authorized by this Agreement, the LOCAL GOVERNMENT shall notify the DEPARTMENT in writing of the completion; and for all design work that originally required certification by a Registered Landscape Architect, this notification shall contain a Landscape Architect's Certification of Compliance, signed and sealed by a Registered Landscape Architect, the form of which is attached hereto as Exhibit "E". The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the accepted plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

3. MAINTENANCE

A. The DEPARTMENT and the LOCAL GOVERNMENT agree that until such time as the landscaping and all other improvements constructed or installed in the Department's Right of Way need to be removed from the Right of Way, the LOCAL GOVERNMENT shall, at all times, maintain the Project in a reasonable manner and with due care in accordance with all applicable DEPARTMENT guidelines, standards, and procedures (Project Standards) including but not limited to a) Procedure 850-000-015 Roadway and Roadside Maintenance; b) Procedure 850-065-002 Maintenance Rating Program Handbook; c) Guide for Roadside Vegetation Management; and as herein below specified.

- i) The LOCAL GOVERNMENT hereby agrees to have the landscaping installed on the Project as specified in the Landscape Plan(s). Such installation shall be in conformance with Florida Administrative Code Rule 14-40.003, as it may be amended from time to time. The LOCAL GOVERNMENT shall not change or deviate from said plan(s) without written approval of the DEPARTMENT.
- ii) The LOCAL GOVERNMENT agrees to maintain the landscaping installed by the Project in accordance with the Landscape Maintenance Plan(s). Said maintenance will be in accordance with Florida Administrative Code Rule 14-40.003, as it may be amended from time to time. The LOCAL GOVERNMENT'S responsibility for maintenance shall be consistent with the requirements of Florida Administrative Code Rule 14.40.003(5), as it may be amended from time to time. The maintenance functions to be performed by the LOCAL GOVERNMENT shall be subject to periodic inspections by the DEPARTMENT. The LOCAL GOVERNMENT shall not change or deviate from said plan(s) without written approval of the

DEPARTMENT.

- iii) The LOCAL GOVERNMENT shall have the continuous obligation to monitor the maintenance of traffic pursuant to the Standard Plans Index Series 102, and Rule 14-40.003, Florida Administrative Code, as it may be amended from time to time, during the course of the maintenance functions so that the safe and efficient movement of the traveling public is maintained. During maintenance functions, the LOCAL GOVERNMENT shall take measures, including the placing and display of safety devices that are necessary in order to safely conduct the public through the maintenance area in accordance with the latest and current version of the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, and the DEPARTMENT'S Standard Specifications for Road and Bridge construction, current edition, and the DEPARTMENT'S current Standard Plans, pursuant to the latest spec and standard plans based on the date of the letting (bid opening).
- iv) If at any time after the LOCAL GOVERNMENT has assumed the landscaping installation or maintenance responsibility above-mentioned, it shall come to the attention of the DEPARTMENT that the Project, as will be designed by the LOCAL GOVERNMENT, or a part thereof is not properly installed or maintained pursuant to the terms of this Agreement, the District Secretary or his/her designee may issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the LOCAL GOVERNMENT to place said LOCAL GOVERNMENT on notice thereof. Thereafter, the LOCAL GOVERNMENT shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the DEPARTMENT may terminate the Agreement, in which case the LOCAL GOVERNMENT shall at its own expense and within sixty (60) calendar days after written notice by the DEPARTMENT, remove all of the landscaping that the DEPARTMENT directs be removed and return the Right-of-Way to its original condition. The LOCAL GOVERNMENT will own such materials it removes and the DEPARTMENT shall own any materials remaining. If the LOCAL GOVERNMENT fails to timely remove the landscaping that the DEPARTMENT has directed to be removed, then the DEPARTMENT shall be deemed to own the landscaping materials and may remove the materials at the expense of the LOCAL

GOVERNMENT.

- v) It is understood between the parties hereto that the landscaping covered by this Agreement may be removed, relocated or adjusted by the DEPARTMENT at any time in the future as determined to be necessary by the DEPARTMENT in order that the state road be widened, altered or otherwise changed to meet with future criteria or planning of the DEPARTMENT. The LOCAL GOVERNMENT shall be given sixty (60) calendar days notice to remove said landscaping after which time the DEPARTMENT may remove the same.

4. COMPENSATION AND REIMBURSEMENT

A. Project Cost: The total estimated cost of the Project is **\$633,016.00 (Six Hundred Thirty-Three Thousand Sixteen Dollars and No/100)**. The DEPARTMENT agrees to compensate the LOCAL GOVERNMENT for services described in Exhibit "A", Scope of Services. The Method of Compensation is included in Exhibit "B" attached hereto.

B. DEPARTMENT Participation: The DEPARTMENT agrees to reimburse the LOCAL GOVERNMENT in an amount not to exceed **\$350,000.00 (Three Hundred Fifty Thousand Dollars and No/100)** for actual costs incurred, excluding LOCAL GOVERNMENT overhead. The funding for this Project is contingent upon annual appropriation by the Florida Legislature. Notwithstanding the fact that said work is not reimbursable, any and all additional work to be performed by the LOCAL GOVERNMENT within the limits of this Project shall be included in the LOCAL GOVERNMENT'S DEPARTMENT accepted plans and in Exhibit "A", Scope of Services. No work may be performed in the Department's Right of Way that has not specifically been approved by the Department. The LOCAL GOVERNMENT agrees to bear all expenses in excess of the DEPARTMENT'S participation. Travel costs will not be reimbursed.

C. The LOCAL GOVERNMENT shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A", Scope of Services.

D. Invoices shall be submitted by the LOCAL GOVERNMENT in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable, and verifiable deliverables as established in Exhibit "A", Scope of Services. Deliverables must be received and accepted in writing by the Department's Project Manager or designee prior to payment.

E. Supporting documentation must establish that the deliverables were received and accepted in writing by the LOCAL GOVERNMENT and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful

completion as specified in Exhibit "A", Scope of Services was met.

F. There shall be no reimbursement for travel expenses under this Agreement.

G. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is unsatisfactory, the DEPARTMENT shall notify the LOCAL GOVERNMENT of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT. The LOCAL GOVERNMENT shall, within five (5) days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the LOCAL GOVERNMENT will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the LOCAL GOVERNMENT shall be assessed a non-performance retainage equivalent to ten percent (10%) of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the LOCAL GOVERNMENT resolves the deficiency. If the deficiency is subsequently resolved, the LOCAL GOVERNMENT may bill the DEPARTMENT for the retained amount during the next billing period. If the LOCAL GOVERNMENT is unable to resolve the deficiency, the funds must be forfeited at the end of the Agreement term.

i) All costs charged to the Project by the LOCAL GOVERNMENT shall be supported by detailed invoices, proof of payments, contracts or vouchers evidencing in sufficient detail the nature and propriety of the charges.

ii) The LOCAL GOVERNMENT must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

H. The LOCAL GOVERNMENT providing goods and services to the DEPARTMENT should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days, upon receipt of an invoice. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

I. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount to the LOCAL GOVERNMENT. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the LOCAL GOVERNMENT requests payment. Invoices which have to be returned to the LOCAL GOVERNMENT because of LOCAL

GOVERNMENT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

J. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the LOCAL GOVERNMENT who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

K. Records of costs incurred under terms of this Agreement shall be maintained and made available upon reasonable request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the LOCAL GOVERNMENT'S general accounting records and the Project records, together with supporting documents and records, of all subcontractors performing work on the Project, and all other records of the subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. Any discrepancies revealed by any such audit shall be resolved by a corrected final billing from the LOCAL GOVERNMENT to the DEPARTMENT.

L. In the event this Agreement is in excess of \$25,000.00 (TWENTY-FIVE THOUSAND DOLLARS AND NO/100) and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.”

M. The LOCAL GOVERNMENT agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

N. The DEPARTMENT'S performance and obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may

be terminated, which shall be effective upon the DEPARTMENT giving notice to the LOCAL GOVERNMENT to that effect.

O. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the LOCAL GOVERNMENT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

5. COMPLIANCE WITH LAWS

A. The LOCAL GOVERNMENT shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the LOCAL GOVERNMENT in conjunction with this Agreement. Failure by the LOCAL GOVERNMENT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The LOCAL GOVERNMENT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof. The LOCAL GOVERNMENT shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this contract.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The LOCAL GOVERNMENT and the DEPARTMENT agree that the LOCAL GOVERNMENT, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this contract.

6. TERMINATION AND DEFAULT

A. This Agreement may be canceled by the DEPARTMENT in whole or in part, at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the LOCAL GOVERNMENT shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors.

B. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the LOCAL GOVERNMENT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the LOCAL GOVERNMENT, the DEPARTMENT shall notify the LOCAL GOVERNMENT of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the LOCAL GOVERNMENT shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the LOCAL GOVERNMENT.

7. MISCELLANEOUS

A. In no event shall the making by the DEPARTMENT of any payment to the LOCAL GOVERNMENT constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the LOCAL GOVERNMENT, and the making of such payment by the DEPARTMENT while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

B. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

C. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the Project is completed, any subsequent litigation is complete and terminated, final costs are known, and legislatively appropriated reimbursements, if approved, are made by the DEPARTMENT. The DEPARTMENT may, at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interest of the public.

D. **PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017,

for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

E. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

i) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and

ii) The LOCAL GOVERNMENT shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

F. All notices required pursuant to the terms hereof shall be sent by First Class United States Mail, facsimile transmission, hand delivery, express mail or electronic mail (e-mail). Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

DEPARTMENT

District 5 Local Programs
719 South Woodland Boulevard, M.S. 4-520
DeLand, Florida 32720-6834
(386) 943-5486
D5-LocalPrograms@dot.state.fl.us

LOCAL GOVERNMENT

Amy Fleck
Public Works Deputy Director
City of Leesburg
550 South 14th Street
Leesburg, Florida 34748
(352) 435-9442
amy.fleck@leesburgflorida.gov

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement on _____, and the DEPARTMENT has executed this Agreement on _____.

CITY OF LEESBURG

By: _____

Name: _____

Title: _____

Legal Review:

LOCAL GOVERNMENT Attorney

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____

Name: Loreen C. Bobo, P.E.

Title: Director of Transportation Development

Legal Review:

DEPARTMENT Attorney

EXHIBIT “A”

SCOPE OF SERVICES

PROJECT DESCRIPTION:

The LOCAL GOVERNMENT shall cause to be installed landscaping and other improvements within the Right of Way (medians and shoulders) of State Road 500 (US 441) (Section 11010000: Milepost 7.873 to Milepost 8.987). The LOCAL GOVERNMENT will also be responsible for providing consultant construction engineering and inspection services.

Items ineligible for reimbursement include, but are not limited to, complete irrigation system and maintenance/establishment period.

The parties hereto acknowledge and agree that the design plans for this Project are not yet complete and are subject to review and approval by the DEPARTMENT. Upon approval of the plans by the DEPARTMENT, this Agreement shall be amended to include said plans in the Agreement. The parties further agree that the plans will be incorporated into the terms of this Agreement by reference and that the LOCAL GOVERNMENT hereby approves and delegates to **Al Minner, City Manager**, the authority to enter into an amendment of this Agreement to accomplish said task. No further Board or Council action shall be required to amend this Agreement for the sole purpose of incorporating the plans.

The landscaping design:

- i) Shall have more emphasis on trees and less on shrubs. Typically, more large trees and fewer shrubs can instantly increase “curb appeal” and wow factor of the landscaping. It can also cost much less to maintain than extensive masses of ornamental shrubs or other high maintenance material.
- ii) Does not prohibit shrubs. Shrubs can be used when and where they are part of the best design solution.
- iii) Consider the Right Plant, Right Place – does the palette fit the surroundings?

During the design process, the design plans will be reviewed by the Department to see if all guidelines are being followed.

The Project includes preparing all planting areas by removing sod, adding soil and adjusting grade for proper planting; purchasing all materials for the project and the installation of the

landscaping improvements to the specifications shown in the accepted Landscape Plan; maintaining all aspects of the Project as in the Landscape Plan for the life of the project; staking all trees planted; and supplying Maintenance of Traffic in any roadway areas, if necessary.

The Project includes two segments with individual Financial Project numbers:

Segment **444927-1-58-01** includes completion of all services related to the purchase of the plant materials, fertilizer, soil amendments, mulches, staking, and the cost for labor associated with the installation of the planting. The expenditure of funds pursuant to this segment of the Project shall comply with the terms of Section 334.044(26), Florida Statutes, as amended. To the greatest extent practical, at least 50% of these funds shall be used to purchase large plant materials (large plant materials have been defined by the Florida Department of Transportation to be seven (7) gallon or larger containers as defined by the Florida Department of Agriculture's "Grades and Standards for Nursery Plants") with the remaining funds for other plant materials. Except as prohibited by applicable law or regulation, all of the plant materials purchased shall be purchased from Florida commercial nursery stock in this state on a uniform competitive bid basis.

Segment **444927-2-58-01** includes completion of all services related to clearing and grubbing, erosion control/sediment barrier/inlet protection and the purchase and installation of sod. Additional costs that may be reimbursed under this segment include mobilization, maintenance of traffic, and consultant construction engineering and inspections services.

SPECIAL CONSIDERATIONS BY LOCAL GOVERNMENT:

The LOCAL GOVERNMENT shall not advertise the Project for bids until the DEPARTMENT issues the Notice to Proceed. **Any work performed prior to the issuance of the Notice to Proceed is not subject to reimbursement.**

The LOCAL GOVERNMENT shall construct and complete the Project in accordance with the accepted plans, the Special Provisions, and the DEPARTMENT'S Standard Specifications for Road and Bridge Construction, current edition. The LOCAL GOVERNMENT agrees to use current Standard Plans, FDOT Design Manual, and Standard Specifications corresponding to the letting date (bid opening). The latest landscaping Special Provision Specification 580 can be found at:

<https://fdotewp1.dot.state.fl.us/SpecificationsPackage/Package/Workbook/LAPSpecificationSelection.aspx>

All existing fiber and power within the project limits shall be shown and labeled as "FDOT Fiber and power" on the plans. The LOCAL GOVERNMENT shall use cflsmartroads.com to obtain a .kmz file showing all existing fiber and power within the District to utilize in plan development. The LOCAL GOVERNMENT shall provide sight triangles one half mile from all cameras to ensure clearance of the proposed landscaping. All plantings shall maintain ten (10) feet clear path, five (5) feet either side, of all microwave vehicle detection systems (MVDS) across the entire roadway, including the median.

Any and all other work to be performed within the DEPARTMENT'S Right of Way as a part of this Project shall be reflected on Design Plans for the Project. In no instance may improvements be installed or constructed within DEPARTMENT Right of Way unless and until Design Plans have been reviewed and accepted and a Notice to Proceed has been issued by the DEPARTMENT.

If the LOCAL GOVERNMENT will be doing any form of lane closure during the construction of this Project, a Lane Closure Analysis (LCA) shall be submitted by the LOCAL GOVERNMENT with the Design Plans for review by the DEPARTMENT.

The LOCAL GOVERNMENT agrees to bear all expenses in excess of the DEPARTMENT'S participation.

- The LOCAL GOVERNMENT will be responsible to prepare all planting areas by removing sod, adding soil amendments and adjusting grade for proper planting as specified in the plans when accepted by the DEPARTMENT.
- The LOCAL GOVERNMENT will purchase all trees, palms, and plants for the project and will install them to the specifications shown in the accepted Landscape Plans when accepted by the DEPARTMENT.
- The LOCAL GOVERNMENT will be responsible for fertilizing all trees, palms, and plants.
- The LOCAL GOVERNMENT will purchase, supply, spread, and maintain organic mulch on all new plant beds.

- The LOCAL GOVERNMENT will be responsible for staking of all trees planted.
- The LOCAL GOVERNMENT will furnish water to all trees, palms, and plants for the described maintenance period called for in the Landscape Plan specifications.
- The LOCAL GOVERNMENT will be responsible for the growth of all plants for the establishment period called for in the Landscape Plan specifications.
- The LOCAL GOVERNMENT will establish proper Maintenance of Traffic, as needed.
- All work on the Project shall be undertaken and completed in accord with the Terms & Conditions set forth in Exhibit "D".
- The LOCAL GOVERNMENT is responsible for all maintenance requirements in perpetuity including but not limited to plant/tree replacement, fertilization, mulching, and any other requirements stated in section 3A above.

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EXHIBIT “B”**METHOD OF COMPENSATION****444927-1-58-01**

For this segment of this Project, the DEPARTMENT agrees to reimburse the LOCAL GOVERNMENT in an amount up to but not to exceed **\$297,500.00 (Two Hundred Ninety-Seven Thousand Five Hundred Dollars and No/100)** for actual costs incurred, excluding LOCAL GOVERNMENT overhead, for satisfactory completion of all services related to the purchase of the plant materials, fertilizer, soil amendments, mulches, staking, and the cost for labor associated with the installation of the planting detailed in Exhibit “A” (Scope of Services.)

444927-2-58-01

For this segment of this Project, the DEPARTMENT agrees to reimburse the LOCAL GOVERNMENT in an amount up to but not to exceed **\$52,500.00 (Fifty-Two Thousand Five Hundred Dollars and No/100)** for actual costs incurred, excluding LOCAL GOVERNMENT overhead, for satisfactory completion of all services related to clearing and grubbing, erosion control/sediment barrier/inlet protection and the purchase and installation of sod. Additional costs that may be reimbursed include mobilization, maintenance of traffic, and consultant construction engineering and inspections services.

The LOCAL GOVERNMENT may receive progress payments for actual costs incurred for deliverables based on a percentage of services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. Invoices submitted for reimbursement must clearly delineate reimbursable costs from other ineligible costs. The final balance due under this Agreement will be reimbursed upon the completion of all Project services, receipt of final construction cost documentation and proper submission of a detailed invoice and when the Project has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.

Invoices, progress reports, and other supporting documentation shall be submitted via email to D5-LocalPrograms@dot.state.fl.us.

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EXHIBIT “C”**ESTIMATED PROJECT PRODUCTION SCHEDULE**

Construction contract to be let (Bid Opening) by	June 1, 2021
Construction Duration of	120 days
Construction to be completed (Final Acceptance) by	October 29, 2021

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EXHIBIT "D"**TERMS & CONDITIONS OF CONSTRUCTION**

1. The LOCAL GOVERNMENT is authorized, subject to the conditions set forth herein, to enter DEPARTMENT right-of-way to perform all activities necessary for the construction of the Project (as described more fully in Exhibit "A"). The Project shall be constructed in accordance with construction plans and specifications to be accepted by the DEPARTMENT and consistent with the requirements of the DEPARTMENT. The plans shall include an appropriate plan for maintenance of traffic. Should any significant (as defined by §4-3 of Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time) changes to the plans be required during construction of the Project, the LOCAL GOVERNMENT shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The DEPARTMENT reserves the right to adjust the plans to meet the requirements of permits. The LOCAL GOVERNMENT shall be responsible to maintain the area of the Project at all times during construction of the Project. All payment and performance bonds shall name the DEPARTMENT as an additional obligee. All warranties on any product or material used in construction of said Project shall be in favor of the DEPARTMENT. The LOCAL GOVERNMENT shall assure that the Engineer of Record performs all necessary post-design services that may be required.

2. The LOCAL GOVERNMENT shall have the affirmative responsibility to locate all existing utilities, both aerial and underground and that all utility locations shall be represented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. The LOCAL GOVERNMENT shall be obligated to design around any utility installation for which the conflict cannot be resolved. Said utility work shall be deemed to be undertaken on behalf of and for the benefit of the DEPARTMENT and the LOCAL GOVERNMENT shall assure that utility work schedules are obtained for the Project.

3. The work performed pursuant to this Agreement may require authorization under the Clean Water Act, by the U.S. Environmental Protection Agency for Storm Water Discharges from construction sites. The LOCAL GOVERNMENT is responsible for obtaining the National Pollutant Discharge Elimination System Permit and all other necessary permits for construction of the Project. When applicable, such permits will be processed in the name of the DEPARTMENT; however, in such event, the LOCAL GOVERNMENT will comply with all terms and conditions of such permit in construction of the subject facilities.

4. It is expressly agreed by the parties that this Agreement creates a permissive use only and that neither the granting of the permission herein to use DEPARTMENT and/or LOCAL GOVERNMENT right-of-way nor the placing of facilities upon DEPARTMENT and/or LOCAL GOVERNMENT land shall operate to create or vest any property right in the LOCAL GOVERNMENT except as otherwise provided in separate agreements.

5. The DEPARTMENT shall appoint and authorize a single individual to serve as the DEPARTMENT'S representative to coordinate and manage the DEPARTMENT review of LOCAL GOVERNMENT activities pursuant to this Agreement. The LOCAL GOVERNMENT shall provide a current construction schedule to the DEPARTMENT'S representative and shall notify the representative at least 48 hours in advance of starting proposed work and again immediately upon completion of work.

6. The LOCAL GOVERNMENT shall hire a DEPARTMENT Pre-qualified Landscape Contractor or the LOCAL GOVERNMENT may hire an experienced qualified contractor that has specific expertise and experience in the performance of **Roadway Landscape** projects. In order for the Contractor to utilize an experienced qualified contractor and to submit a bid relying on an experienced qualified contractor, the following requirements must be provided to the DEPARTMENT by the LOCAL GOVERNMENT:

(a) The Experience form (FDOT form number 850-070-09) must be filled out and submitted with the bid to the LOCAL GOVERNMENT. The form must be signed by the Owner or an Officer of the Company and dated and must reflect the following experience and credentials.

(1) At least five (5) complete years of experience in the performance of **Roadway Landscape** projects or the company Superintendent must have at least five (5) years of like experience as a Superintendent.

(2) The contractor must also provide independent written endorsements from two (2) separate Florida Registered Landscape Architects on company letterhead. These endorsements shall attest to the Florida Registered Landscape Architect's support of the contractor's skills, efficiency, and competence. Each Florida Registered Landscape Architect shall sign the endorsement, provide their license number, and include the following:

(i) Project name with a brief description that evaluates the landscape work performance.

(ii) Location of the project (city, state).

(iii) Professional substantiation of the contractor's skills, efficiency, and competence.

(3) FDOT Prequalification in **Landscaping** can be substituted for the required work experience.

7. The LOCAL GOVERNMENT shall hire a DEPARTMENT Pre-qualified Consultant Construction Engineering Inspection firm (CCEI) to perform construction oversight including the obligation to assure that any and all verification testing is performed in accordance with the Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time. The DEPARTMENT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. The CCEI firm shall not be the same firm as that of the Engineer of Record for the Project.

8. The LOCAL GOVERNMENT shall require the LOCAL GOVERNMENT'S contractor to post a bond in accordance with Section 337.18, Florida Statutes.

9. The LOCAL GOVERNMENT shall not modify the intent of the design plans or the maintenance of traffic concept without appropriate submission by the Engineer of Record (the "Engineer") and approval by the DEPARTMENT. Provided, however, in the event of an emergency, the LOCAL GOVERNMENT shall immediately make any necessary changes and notify the DEPARTMENT and the Engineer of Record after the modifications.

10. The DEPARTMENT may request and shall be granted a conference with the LOCAL GOVERNMENT and at the LOCAL GOVERNMENT'S option, the LOCAL GOVERNMENT'S CEI firm, to discuss any part of the Project activities that the DEPARTMENT determines to be inconsistent with the accepted design plans and specifications. The LOCAL GOVERNMENT will monitor the corrective action and provide the DEPARTMENT status reports at such intervals as are reasonable, based on the corrective action undertaken, and the DEPARTMENT may, but is not obligated to, review independently the progress of the corrective action. Provided however, if the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, issue an immediate stop work order.

11. The LOCAL GOVERNMENT shall have the continuous obligation to monitor the maintenance of traffic and construction operation during the course of the Project so that the safe and efficient movement of the traveling public is maintained. The LOCAL GOVERNMENT is further obligated to make such changes to the maintenance of traffic plans as may be necessary. During construction, the LOCAL GOVERNMENT shall take measures, including the placing and display of safety devices that are necessary in order to safely conduct the public through the Project area in accordance with the latest and current version of the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, and the DEPARTMENT'S Standard Specifications for Road and Bridge construction, current edition, and the current Standard Plans, FDOT Design Manual, and Standard Specifications

corresponding to the letting date (bid opening). The LOCAL GOVERNMENT may assign the responsibility of this paragraph to the Contractor or it's CEI for the construction of the Project.

12. Prior to the Project bidding, the LOCAL GOVERNMENT shall provide a project schedule that includes, at a minimum, the date the Project will be advertised for bid, the bid opening date, the award date and the date of the preconstruction conference.

13. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the DEPARTMENT'S right, title and interest in the land to be entered upon and used by the LOCAL GOVERNMENT. Any additional right or privilege required to undertake and to complete construction of the Project shall be secured by the LOCAL GOVERNMENT.

14. Upon completion of the work in accord with the Plans, the LOCAL GOVERNMENT shall furnish a set of "as-built" plans prepared in accordance with the FDOT Construction Project Administration Manual, Chapter 5.12 (FDOT Procedure #700-000-00). The "as-built" plans shall be certified by the Engineer of Record/CEI that the necessary improvements have been completed in accordance with the Plans as the same may be modified in accord with the terms of this Agreement. This certification shall include a statement that necessary inspections, tests, and physical measurements have been made, and that all materials entering into the work conform to the Plans, conform to the applicable specifications contained in the Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time, or otherwise conform to or meet generally accepted professional practices. Additionally, the LOCAL GOVERNMENT shall assure that all post construction survey monumentation required by Florida Statutes is completed and evidence of such is provided to the DEPARTMENT in a manner acceptable to the DEPARTMENT. Upon acceptance of right-of-way documents, then the Project shall be deemed accepted by and turned over to the DEPARTMENT.

15. In the event contaminated soil is encountered by the LOCAL GOVERNMENT or anyone within the DEPARTMENT right of way, the LOCAL GOVERNMENT shall immediately cease work and notify the DEPARTMENT. The DEPARTMENT shall coordinate with the appropriate agencies and notify the LOCAL GOVERNMENT of any required action related thereto.

16. It is acknowledged by the parties that construction plans and specifications are still being prepared by the LOCAL GOVERNMENT as of the date of this Agreement. Construction of the Project will not commence until the DEPARTMENT has accepted the construction plans and specifications as provided for in Paragraph 1 and all required right-of-way has been properly obtained and certified (if applicable) as such by the DEPARTMENT'S Right of Way Manager.

17. If applicable, the LOCAL GOVERNMENT shall assure that load ratings are submitted on any vehicular bridge prior to the final submission of the structure plans for DEPARTMENT review. Structures shall not be opened to traffic until a signed and sealed final bridge load rating that meets the Florida legal loads standard is complete.

18. The Special Provisions, as it may be amended from time to time, shall apply to this Agreement and to all work on the Project. Special Provision Specification 580 can be found: <https://fdotewp1.dot.state.fl.us/SpecificationsPackage/Package/Workbook/LAPSpecificationSelection.aspx>.

The remainder of this page intentionally left blank.

EXHIBIT “E” **NOTICE OF COMPLETION**

JOINT PARTICIPATION AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF LEESBURG

PROJECT DESCRIPTION: Landscaping Improvements along State Road 500 (US 441) from Sleepy Hollow Road to Airport View

FINANCIAL PROJECT NUMBERS (FPNS): 444927-1-58-01, 444927-2-58-01

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT, the undersigned hereby provides notification that the work authorized by this Agreement is complete as of _____, 20_____.

By: _____

Name: _____

Title: _____

LANDSCAPE ARCHITECT’S CERTIFICATION OF SUBSTANTIAL COMPLIANCE

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT, the undersigned hereby certifies that all work which originally required certification by a Registered Landscape Architect has been completed in substantial compliance with the Project construction plans and specifications. If any deviations have been made from the accepted plans, a list of all deviations along with an explanation that justifies the reason to accept each deviation will be attached to this Certification. Also, with submittal of this certification, the LOCAL GOVERNMENT shall furnish the DEPARTMENT a set of “as-built” plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT “F”

RESOLUTION

The Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.9.

Meeting Date: March 22, 2021

From: Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute an amendment to the Florida Department of Transportation (FDOT) Traffic Signal Maintenance and Compensation Agreement; and providing an effective date.

Staff Recommendation:

Staff recommends execution of an amendment to the FDOT Traffic Signal Maintenance and Compensation Agreement incorporating the FY 20/21 Exhibit A.

Analysis:

The City entered into a Traffic Signal Maintenance and Compensation Agreement with the FDOT in 2002 and renewed the agreement in July 2015. Annually, FDOT requests an update to Exhibit A of the agreement in order to ensure the agreement reflects the current inventory of Traffic Signals and Devices. The \$141,048 FY 20/21 payment from FDOT to the City is a 6.6% increase over the FY 19/20 amount of \$131,671.

The City contracts with Lake County Traffic Operations to inspect, maintain, and repair all signals within the City Limits, including FDOT signals. The City will pay Lake County \$121,227 to maintain FDOT owned traffic signals. The net revenue for the City will be \$19,821.

Procurement Analysis:

Options:

1. Approve the resolution authorizing amendment to the Traffic Signal Maintenance Compensation Agreement with FDOT; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

This amendment is for Traffic Signal Maintenance for FDOT owned Traffic Signal Devices. These costs are full reimbursed by FDOT for FY 20/21 in the amount of \$141,048.

Submission Date and Time: 3/17/2021 11:09:00 AM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AN AMENDMENT TO THE FLORIDA DEPARTMENT OF
TRANSPORTATION (FDOT) TRAFFIC SIGNAL MAINTENANCE AND
COMPENSATION AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, whose address is 605 Suwannee Street, Tallahassee, Florida 32399-0450, for an amendment to the Traffic Signal Maintenance and Compensation 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 March 2021.

Mayor

ATTEST:

City Clerk

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT A

Compensation for Maintaining Traffic Signals and all other Devices for FY 20/21

Effective Date: July 1, 2020 To: June 30, 2021

Maintaining Agency: City of Leesburg

Section	MP	SR No.	Intersection	Location	Conf.	FY 20/21
11002	1.539	44	Lone Oak Dr./Oak Park Middle School	Leesburg	TS	\$3,478.00
11002	2.555	44	Park Dr./12th St.	Leesburg	TS	\$3,478.00
11002	2.860	44	9th Street	Leesburg	TS	\$3,478.00
11002	3.198	44	Canal St.	Leesburg	TS	\$3,478.00
11002	3.617	44	Lake St.	Leesburg	TS	\$3,478.00
11002	3.982	44	Lakeport Blvd	Leesburg	ICB	\$872.00
11002	4.402	44	Dixie Ave./Main St.	Leesburg	IMTS	\$4,998.00
11010	2.365	44	CR 468/Main St.	Leesburg	TS	\$3,478.00
11010	7.878	44/500	CR 44 / Sleepy Hollow Rd	Leesburg	IMTS	\$4,998.00
11010	10.018	500	Lake Sumter Comm. College Dr.	Leesburg	IMTS	\$4,998.00
11010	10.817	500	Radio Rd.	Leesburg	IMTS	\$4,998.00
11010	10.960	500	Lake Square Mall	Leesburg	IMTS	\$4,998.00
11010	11.252	500	Lakes Blvd.(Lake Village Shop Ctr.)	Leesburg	IMTS	\$4,998.00
11010	11.699	500	CR 473/Blue Gill Dr.	Leesburg	IMTS	\$4,998.00
11010.047	0.336	500	Citizens Blvd./Glen Ridge Dr.	Leesburg	IMTS	\$4,998.00
11010.047	0.564	500	Perkins St.	Leesburg	IMTS	\$4,998.00
11010.047	0.747	500	Lee St.	Leesburg	TS	\$3,478.00
11010.047	0.957	500	3rd. St.	Leesburg	TS	\$3,478.00
11010.047	1.165	500	Canal St.	Leesburg	TS	\$3,478.00
11010.047	2.228	500	SR 44/Newell Hill Rd.	Leesburg	IMTS	\$4,998.00
11040	2.451	25	Gunston St.	Leesburg	TS	\$3,478.00
11040	2.862	25	SR 44 (Dixie Ave./South St.)	Leesburg	IMTS	\$4,998.00
11040	3.028	25	Sumter St.	Leesburg	IMTS	\$4,998.00
11040	3.242	25	Yellow Jacket Rd./Meadows Ave.	Leesburg	IMTS	\$4,998.00
11040	3.443	25	Main St.	Leesburg	IMTS	\$4,998.00
11040	3.702	25	Center St.	Leesburg	TS	\$3,478.00
11040	3.957	25	Palm Plaza Shopping Center	Leesburg	TS	\$3,478.00
11040	4.171	25	Citizens Blvd.	Leesburg	TS	\$3,478.00
11040	4.472	25	SR 500/Hill St. (US 27 Connector)	Leesburg	IMTS	\$4,998.00
11040	4.622	25/500	CR 44A (Griffin Rd.)	Leesburg	IMTS	\$4,998.00
11040	5.029	25/500	North Lake Plaza/Wal-Mart	Leesburg	IMTS	\$4,998.00
11040	5.285	25/500	CR 466A (Picciola Rd.)	Leesburg	IMTS	\$4,998.00
11040	5.806	25/500	CR 460/MLK (East-West Connector)	Leesburg	IMTS	\$4,998.00

* Amount paid shall be the Total Lump Sum (*minus any retainage or forfeiture*).

Total Lump Sum*: \$141,048.00

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of:

\$141,048.00

Maintaining Agency

Date

District Traffic Operations Engineer

Date



Florida Department of Transportation

RON DESANTIS
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720-6834

KEVIN J. THIBAUT, P.E.
SECRETARY

February 15, 2021

Mr. Neil Gaines
Public Works Department
CITY OF LEESBURG
550 South 14th Street
Leesburg, Florida 34748

RE: TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT
CONTRACT NO.: ARY24, TASK WORK ORDER 20-21
AUTHORIZED AMOUNT: \$141,048.00

Dear Mr. Gaines:

The Traffic Signal Maintenance and Compensation Agreement executed by your agency and the Florida Department of Transportation allows the Department to reimburse local governments for a portion of the cost to maintain and operate signalization equipment on the state highway system.

Your agency may now submit an invoice for the current Fiscal Year (FY) 2020-2021 (July 1, 2020 to June 30, 2021). When you submit your invoice, please include the following information, as well as the annual report (attached) that is required per the agreement. Also attached is Exhibit A from last FY that needs to be signed. We will not process your invoice without the signed Exhibit A as per the agreement.

Maintaining Agency:	CITY OF LEESBURG
TWO:	20-21
Contract No.:	ARY24
Invoice No.:	
Invoice Amount:	\$141,048.00
Financial Project No.:	413019-38807
Service period:	July 1, 2020 to June 30, 2021

Your invoice, annual report, and the signed Exhibit A should be mailed to the Florida Department of Transportation, Traffic Operations, 719 S. Woodland Blvd., M.S. #562, DeLand, FL 32720-6834 no later than May 1, 2021. If you prefer, you can email these documents to Cindy Sharp at cindy.sharp@dot.state.fl.us. All invoices will be processed after June 20, 2021.

Sincerely,

James S. Stroz, Jr., P.E.
District Traffic Operations Engineer
District 5

JSS;jw:cas
Attachments

cc: Financial Services

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.10.

Meeting Date: March 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 Impact Fee Credit Agreement between the City of Leesburg and Bentley Ridge Holdings, LLC; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the Impact Fee Credit Agreement between the City of Leesburg and Bentley Ridge Holdings, LLC.

Analysis:

After the issue was tabled at the March 8 meeting, staff has confirmed that the impact fee credit concept has a public purpose. The proposed lift station being developed by Bentley Ridge was designed large enough to meet the needs of the new subdivision, current use and provide some capacity. This lift station will replace an aging and full to capacity lift station that the City now maintains. Maintenance and upgrade on this lift station has been deterred for some time, while waiting for the subdivision to develop. While the lift station is very old and in working order, it needs be placed on a 1-3 year upgrade schedule costing the City an estimated \$200,000 to repair. Therefore the agreement has been modified to limit the credits to the City's estimated cost and places a deadline of September 1 for the improvements to be made.

Procurement Analysis:

N/A

Options:

1. Approve as presented; or
2. Such alternative 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 MAYOR AND CITY CLERK TO EXECUTE
AN IMPACT FEE CREDIT AGREEMENT BETWEEN THE CITY OF
LEESBURG AND BENTLEY RIDGE HOLDINGS, LLC; 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 Impact Fee Credit Agreement with Bentley Ridge Holdings, LLC, whose address is 1227 Teagan Way, Leesburg, Florida 34748, for the construction of a lift station to support the provision of wastewater utility services to the Bentley Ridge Development.

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 March 2021.

Mayor

ATTEST:

City Clerk

IMPACT FEE CREDIT AGREEMENT

THIS AGREEMENT made as of the 15th day of March, 2021, between **THE CITY OF LEESBURG, FLORIDA**, hereafter referred to as the "City," and **BENTLEY RIDGE HOLDINGS, LLC**, hereafter referred to as the "Developer,"

WITNESSETH:

THAT Developer is constructing a project on the real property described on Exhibit "A" attached (hereafter called the "Development"). Developer has constructed a lift station to support the provision of wastewater utility services to the Development (hereafter called the "Infrastructure"). The parties have entered into this Agreement to set forth the terms and conditions under which Developer will be entitled to credit against wastewater impact fees within the Development, as reimbursement for the cost of the Infrastructure.

NOW THEREFORE, for and in consideration of the construction of the Infrastructure, the provision of utility services to the Development by the City, and the mutual covenants and promises contained in this instrument, the parties do hereby agree as set forth below:

1. The City will be providing wastewater utility service to the Development, which necessitated the construction of a new lift station. The Developer agreed to construct this Infrastructure at its expense, if it received credit against wastewater impact fees paid within the Development. This Agreement is intended by the parties to set out the terms and conditions for the provision of those impact fee credits to Developer.
2. The total cost of the Infrastructure for which Developer is entitled to impact fee credits under this Agreement is anticipated to be \$190,250.00. During the term of this Agreement, any time a wastewater impact fee is due on a residence or other structure within the Development, Developer will receive a credit against the impact fee as provided herein. However, Developer shall not under any circumstances be entitled to any credits for new hookups to the Infrastructure from any customer located outside the area described on Exhibit "A." To be eligible for credits under this Agreement the Developer must complete the lift station by no later than September 1, 2021, and if work is not fully completed by that date in accordance with the City's standards and specifications, this Agreement shall terminate and no credits will be granted to Developer.
3. The term of this Agreement shall be for a period of five (5) years from the date this Agreement is approved by the Leesburg City Commission (unless terminated earlier as provided below because total impact fee credits to Developer have reached the maximum amount specified). Developer shall be entitled to receive a 100% credit against any wastewater impact fees levied for a structure within the Development during the term of this Agreement, but shall not be entitled to credits against any impact fees not levied prior to the expiration of the term of this Agreement.
4. In no case shall Developer receive wastewater impact fee credits which exceed the total cost of the Infrastructure as set forth in paragraph 2 above, or \$200,000.00, whichever is less, and at such time as the total of all impact fee credits to Developer hereunder equals that limit, this Agreement shall terminate and Developer shall not be entitled to any further impact fee credits hereunder, and shall pay all impact fees due on the Development subsequent to reaching the limit

of credits permitted under this Agreement. It is anticipated that the total impact fees due on the Development will be in the range of \$240,760.00 to \$289,912.00 at the rates in effect as of the date of this Agreement, therefore Developer will be obligated to pay impact fees over and above the amount of the credits granted in this Agreement.

5. This Agreement sets forth the entire understanding of the parties with regard to its subject matter. It supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished except to the extent specifically set forth herein. This Agreement may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. This Agreement shall be construed in accordance with the laws of Florida and venue for any action or proceeding arising out of this Agreement shall be in Lake County, Florida. This Agreement shall be binding on the parties hereto, however the benefits of this Agreement are limited to Developer only, and Developer may not assign or transfer this Agreement or any benefits to Developer under it, or delegate any duties imposed on Developer by this Agreement. Each party represents for the benefit of the other that it has not entered into this Agreement in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Agreement. This Agreement shall not be binding on the City until it has received approval by a majority vote of the City Commission of the City of Leesburg at a public meeting, where a quorum was present, at which this Agreement was duly placed on the agenda for approval. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs (at trial, on appeal, or in any proceeding involving bankruptcy or insolvency) in addition to any other relief obtained.

6. If Developer becomes delinquent in payment of any amount due the City for any reason, during the term of this Agreement, the City may withhold any impact fee credits due Developer under this Agreement and offset them against the past due debt owed by Developer to the City, until such debt is paid in full, together with any interest or other additional charges incurred thereon. If Developer violates any provision of the City's codes and ordinances, its approved site plans or development plans, or the conditions of any permits or approvals issued to the Developer by the City, the City may withhold further impact fee credits due Developer hereunder until all such violations have been abated fully.

7. Developer understands and acknowledges that the City is the governmental body with land use and permitting authority over the Development, and that despite any provision of this Agreement to the contrary, Florida law does not permit the City to contract away its police powers. Thus, all aspects of the Development will need to meet all applicable codes and regulations, and are subject to all required public hearing processes which may lead to rejection of one or more parts of the Development. All elected and appointed boards of the City shall retain the right, after public hearing and input, to approve or reject any application for a permit or authorization for the Development, even after approval and execution of this Agreement, and no such rejection shall be considered a breach of this Agreement, nor shall it afford Developer any legal rights or remedies.

8. The City's obligation to grant wastewater impact fee credits to Developer under this Agreement is contingent on the completion by Developer of construction of the Infrastructure in accordance with applicable City and other standards, the plans and specifications for the Infrastructure (which must be approved in writing by the City prior to commencement of construction), and any other applicable codes and standards imposed by any level or agency of government, and upon payment in full by Developer of the costs of such construction (including but not limited to design and engineering, materials, and labor), and upon acceptance of the Infrastructure by the City into its utility system for operation and maintenance as part of the overall City system. Nothing in this Agreement shall be construed to require the City to accept or approve the Infrastructure until it is in full compliance with the plans and specifications, and all applicable codes and standards.

9. 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.

10. Nothing expressed or referred to in this Agreement is intended or will be construed to give any person or entity other than the actual, named parties hereto and their respective successors and assigns, any legal or equitable right, remedy or claim under or with respect to this Agreement, or any provision hereof, it being the intention of the parties hereto that this Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Agreement and their respective successors and assigns, and that no third party beneficiaries are to be created either expressly or by implication.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to set their hands and seals to this Agreement.

THE CITY OF LEESBURG, FLORIDA

BY: _____
JOHN CHRISTIAN, Mayor

ATTEST: _____
ANDI PURVIS, City Clerk

APPROVED AS TO FORM AND CONTENT:

CITY ATTORNEY

BENTLEY RIDGE HOLDINGS, LLC

Angela Lantrip
Angela Lantrip
(Type or print name of witness)

Jenna Lantrip
Jenna Lantrip
(Type or print name of witness)

BY: Logan Lantrip
LOGAN LANTRIP, Manager

EXHIBIT "A"
LEGAL DESCRIPTION OF PROJECT

That part of Government Lot 5 in Section 24, Township 19 South, Range 24 East, in the City of Leesburg, Florida, bounded and described as follows: from the Southwest corner of the East ½ of Government Lot 6 in said Section 24, run South 89° 33' 30" East along the South line thereof 504.50 feet to a point hereby designated as Point "A"; run thence North 00° 23' 40" East 766.80 feet to the Southerly line of the former right-of-way of the Seaboard Coast Line Railroad; thence North 66° 37' 30" East along the Southerly line of said right-of-way 190.00 feet to a point hereby designated as Point "B"; return to the above designated Point "A" and run thence South 89° 33' 30" East along the South line of said Government Lots 6 and 5 a distance of 357.38 feet to the Point of Beginning of this description; from said Point of Beginning, continue South 89° 33' 30" East along the South line of said Government Lot 5 to a point that is 710.20 feet East of the Southwest corner thereof; thence North 01° 02' 40" East 1156.60 feet to the Southerly line of the former right-of-way of the Seaboard Coast Line Railroad; thence Southwesterly along the Southerly line of said right-of-way to the above designated Point "B"; thence Southeasterly in a straight line to the Point of Beginning; less any part thereof conveyed to the City of Leesburg by deed recorded in Official Records Book 954, page 731, Public Records of Lake County, Florida.

Also, that part of Government Lot 1 in Section 25, Township 19 South, Range 24 East, in the City of Leesburg, Florida, bounded and described as follows: from the Northwest corner of said Government Lot 1, run East along the North line thereof 100 feet; thence South parallel with the West line of said Government Lot 1 a distance of 32.40 feet; thence South 84° 08' 05" East 100 feet to the Point of Beginning of this description; from said Point of Beginning continue South 84° 08' 05" East to a point that is 720.20 feet East of the West line of said Government Lot 1; thence North parallel with the West line of said Government Lot 1 a distance of 91.89 feet to the North line of said Government Lot 1; thence West along said North line to a point that is North 00° 35' 10" East of the Point of Beginning; thence South 00° 35' 10" West to the Point of Beginning; LESS the East 10 feet thereof.

ALSO LESS: that part of Government Lot 5 in Section 24, Township 19 South, Range 24 East, and that part of Government Lot 1 in Section 25, Township 19 South, Range 24 East, all in the City of Leesburg, Florida; described as follows: Begin at a point on the South boundary of said Section 24 that is 710.20 feet South 89° 33' 30" East of the Southwest corner of said Government Lot 5, said point also being on the Westerly right-of-way line of Newell Hill Road; from said point, run thence North 01° 02' 40" East 214.71 feet along said right-of-way; departing said right-of-way, run North 88° 57' 20" West 371.67 feet; thence South 01° 02' 40" West 218.65 feet to a point on the North boundary of said Section 25; from said point, continue South 01° 02' 40" West 55.00 feet; thence South 84° 08' 05" East 373.71 feet to a point on the West boundary of Newell Hill Road; from said point, run thence North 00° 35' 10" East 90.32 feet along the West boundary of Newell Hill Road to the Point of Beginning.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: March 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 22, 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:

N/A

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.

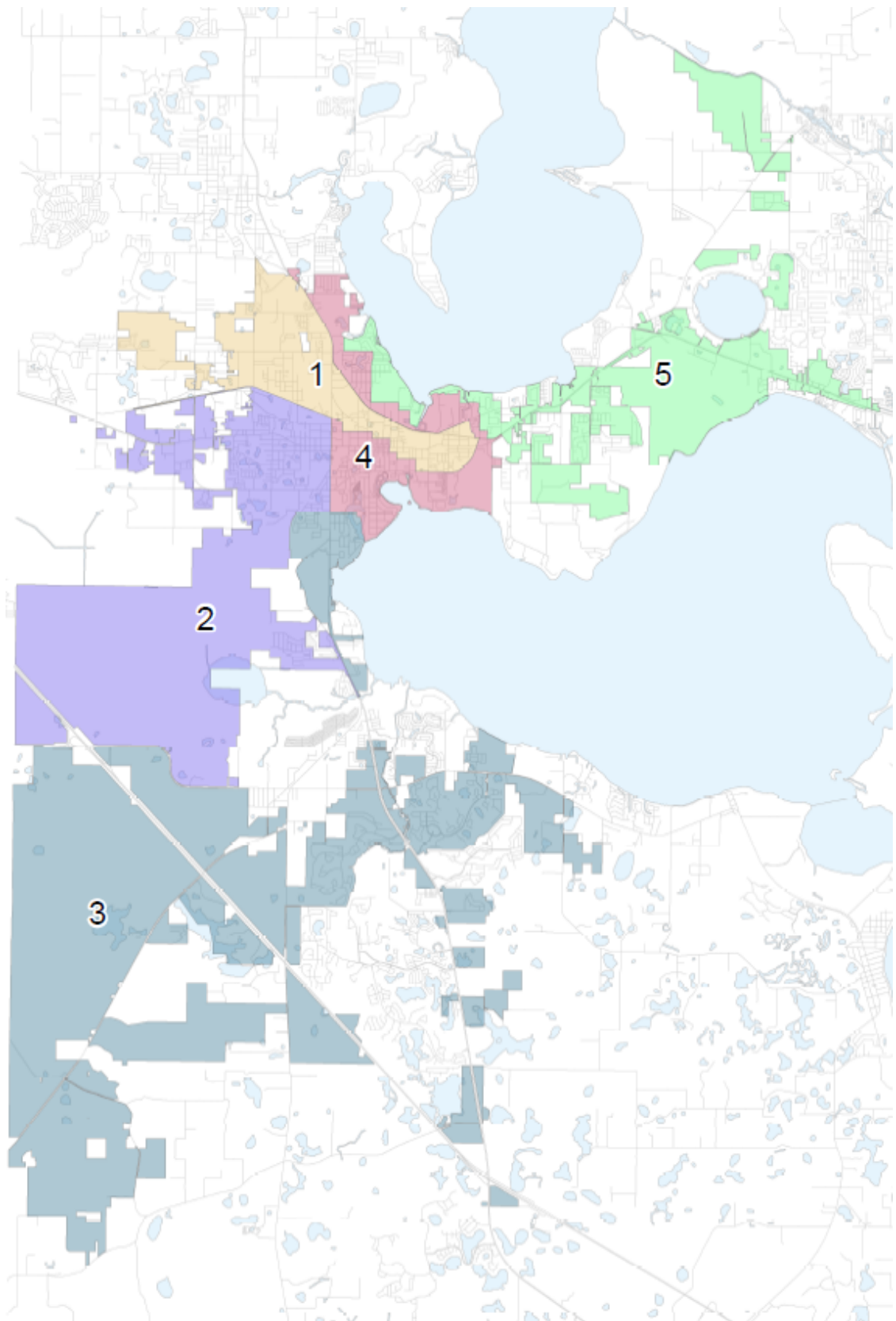
PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____, 2021.

THE CITY OF LEESBURG, FLORIDA

BY: _____
JOHN CHRISTIAN, Mayor

ATTEST: _____
J. ANDI PURVIS, City Clerk

EXHIBIT “A”



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.2.

Meeting Date: March 22, 2021

From: Dan Miller, (Planning and Zoning Manager)

Subject: 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)

Staff Recommendation:

Staff recommends approval of the request to amend the zoning on the subject property from PUD (Planned Unit Development) to PUD (Planned Unit Development) to allow for multi-family apartment development.

Analysis:

The property consists of approximately 31 acres, being generally located south of East Dixie Avenue and west of South Lake Street, as shown on the attached General Location Map. The property is currently zoned PUD (Planned Unit Development). The request is to rezone to PUD (Planned Unit Development) with amended conditions. The current use of the property is vacant and undeveloped. The proposal is for a multi-family residential project.

Surrounding the property are the zoning districts of PUD (Planned Unit Development), R-2 (Medium Density Residential) and R-3 (High Density Residential). The Future Land Use designation for the property is Neighborhood Mixed Use, with surrounding Future Land Use Map designations of General Commercial, Institutional, and Neighborhood Mixed Use. City of Leesburg utilities are available nearby.

The requests for changes to the PUD Document are minimal, including allowing the building to increase to four (4) stories from three (3), and deleting the expiration clause.

The Planning Commission held a public hearing on the application on December 17, 2020 and by a vote of 7 to 0, recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed request; or
2. Other such action as the Commission may choose.

Fiscal Impact:

A significant positive fiscal impact for the City of Leesburg is anticipated upon development, in the form of ad valorem taxes, plus impact and ongoing utility fees.

Submission Date and Time:

ORDINANCE NO. _____

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)

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

Section 1.

Based upon the petition of Bob Colvard, (Roundstone Development, LLC, 1603 LBJ Freeway, Suite 860, Dallas, Texas), the 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 PUD (Planned Unit Development) to PUD (Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit B)

Section 2.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 22nd day of March 2021.

THE CITY OF LEESBURG

Mayor

ATTEST:

City Clerk

**THE LAKES AT ROYAL PALMS
PUD (PLANNED UNIT DEVELOPMENT)
PLANNED DEVELOPMENT CONDITIONS
December 17, 2020**

These Planned Development Conditions for a PUD (Planned Unit Development) District are granted by the City of Leesburg Planning Commission, Lake County, Florida to **TAC-FL Holdings I, LLC, 2100 Powers Ferry Road, Suite 300, 30339**, or assigns, "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 PUD (Planned Unit Development) zoning district to permit a residential development consisting of multi-family residential units and/or other permitted uses on a site of approximately 31 acres within the City of Leesburg in accordance with their Planned Development application and supplemental information.

1. PERMISSION

Permission is hereby granted to **TAC-FL Holdings I, LLC, 2100 Powers Ferry Road, Suite 300, 30339**, or assigns to operate, and maintain a PUD (Planned Unit Development) development in and on real property in the City of Leesburg. The property is generally located south of Dixie Avenue and west of Lake Street. The property is more particularly described as shown in the attached legal description below.

2. LEGAL DESCRIPTION:

See Exhibit B.

3. LAND USE

The above-described property, containing approximately 31 acres, shall be used for multi-family and commercial uses pursuant to City of Leesburg development codes and standards.

A. Uses

- 1) Uses shall be those listed as permitted uses in the PUD district as amended in this document and shall occupy the approximate area as shown on the Conceptual Plan Exhibit C.
- 2) Permitted uses shall be as follows:
 - a. Multi-family residential
 - b. Commercial uses as accessory to the multi-family units.
 - c. Outdoor recreation as an accessory to residential uses
 - d. Any other similar uses which are considered accessory to permitted uses which does not adversely impact the adjoining properties do to traffic, noise, dust, etc.
- 3) Uses prohibited shall be as follows:
 - a. All other uses not specifically permitted by A.2) above.

B. Residential Development

- 1) The project shall contain a maximum of 248 multifamily residential units on approximately 31 acres at a gross density not to exceed eight (8) units per acre.
- 2) The minimum development standards shall be those required for the R-3 High Density Residential district except as amended by this agreement.
- 3) The combined average of all units shall not be less than 800 square feet.
- 4) The external architecture of the buildings at a minimum shall incorporate the same design elements of the elevation submitted as Exhibit D. Variations with similar characterizes may be approved by the Community Development Director.
- 5) The following minimum yard setbacks shall be maintained:
Front setback –100 feet;
Rear setback –50 feet; and
Side setbacks - minimum 200 feet on each side.
- 6) Minimum building setbacks shall be fifty (50) feet from any abutting residential district property boundaries.
- 7) Minimum distance between structures shall be 30 feet; measured from building wall to building wall.
- 8) Accessory structures shall have a minimum rear setback of 50 feet and side setback of 100 feet.
- 9) Impervious surface coverage shall not exceed 50 percent.
- 10) Maximum building height shall not exceed three (3) stories except for additional height approved by staff for roof, elevators, a/c units etc.
- 11) A minimum of fifty (50) 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.

C. Recreational Development

- 1) Recreational development shall include active and passive uses. Recreational development shall meet the requirements of the City of Leesburg Land Development Code (as amended) and adopted Growth Management Plan (as amended).
- 2) Recreational development provided on the site shall include active and passive uses, as well as enclosed or un-enclosed recreational space, devoted to the joint use of the residents. Such recreation space shall consist of not less than two hundred (200) square feet of space per dwelling unit. In computing usable recreation space, the following items may be considered at one and twenty-five hundredths (1.25) times

the actual area.

- a. Recreational activities such as tennis and hand ball courts, etc.
 - b. Developed recreational trails which provide access to the public trail system.
 - c. Swimming pool, including the deck area which normally surrounds such pools.
 - d. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreation.
- 3) Required stormwater areas and buffer areas shall not be considered as recreational space except for areas developed as recreational trails which provide access to the public trail system.
 - 4) The Planned Unit Development shall provide planned accessibility from all areas of the development to any proposed recreational facilities including pedestrian access where possible.
 - 5) The developer shall dedicate an easement for a walkway trail along the lake and construct a board walk in that easement for public access.
- D. Limited commercial uses shall be allowed within buildings designated for recreational use and shall be intended for the primary use of project residents except for Permitted Uses in 3.A.2). The location and intensity of such uses shall be approved by the City staff as part of the site plan review process. Examples of such uses are sales office, ATM or coffee shop etc.
- E. The commercial use of a sales office and/or model center shall be a permitted use as long as it is specifically related to the PUD residential development of the site.

4. SITE ACCESS

- A. Access to the site shall be provided by a minimum of one “boulevard style” access point which maybe gated as shown on the conceptual off Lake Ave. The one access shall be a primary access through divided boulevard type entrance. The other may be an emergency only access. The Lake Ave access shall line up with the Venetian Isles project access point to the east, where feasible. Any additional access shall be reviewed through the Traffic Study required and the City’s site plan review process. Final determination of the direction of traffic movement into and out of all permitted access points shall be determined through the Traffic Study as required by the City’s site plan review process.

5. DESIGN/ARCHITECTURAL REQUIREMENTS

- A. All structures on the property shall be required to meet the conditions of the City of Leesburg Architectural Standards of Section 25-360, (Ordinance 16-35), as applicable. In the absence of such standards, the following standards shall prevail.
- B. All buildings shall have a common architectural theme for each phase and the side of buildings which face residential areas or streets (public or private) shall be finished in the same materials as used in the front of buildings.
- C. Exterior building materials contribute significantly to the visual impact of a building on the community. They shall be well designed and integrated into a comprehensive design style for the project including sides and rear of buildings which shall be integrated with the front elevation materials and design.

- D. Mechanical units and roof equipment should be screened from view with parapet or other screening method so that mechanical equipment is not seen from public right-of-way and the adjacent residential property.
- E. Exterior building materials contribute significantly to the visual impact of a building on the community. They shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
 - 1) At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 - 2) At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option).
 - 3) All textured stucco, provided there are unique design features such as recessed areas, tile roofs, arched windows etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Community Development Director for compliance.
- F. Residential multi-family units shall be designed with elevations that are the same or similar to the attached elevations (See Exhibit D).
- G. Other similar design variations meeting the intent of this section may be approved at the discretion of the Planning and Zoning Manager.

6. WETLANDS

- A. All wetlands on the project site shall be identified and the location and extent of each wetland shall be determined by St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application.
- B. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.
- C. Wetlands shall have a minimum upland buffer of 25 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.
- D. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive

recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.

- E. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.
- F. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the construction plan application. The Permittee shall designate a responsible legal entity that shall implement and maintain the wildlife management plan.
- G. To the extent practical, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, St. Johns River Water Management District or another legal entity such as a homeowners association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to St. Johns River Water Management District or another legal entity such as a homeowners association for ownership and maintenance.

7. **STORMWATER MANAGEMENT / UTILITIES**

Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowners association is an acceptable maintenance entity.
- D. The 100-year flood plain shown on all plans and lots.
- E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100 year flood plain is altered and/or a new 100 year flood elevation is established in reference to the applicable flood insurance rate map.
- F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District.
- G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system. Prior to acceptance, the Permittee shall demonstrate to the

City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.

- H. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.

8. TRANSPORTATION IMPROVEMENTS

All transportation improvements shall be contingent upon site plan approval by City of Leesburg staff during development review/permit application. Said approval shall also be contingent upon review and approval by the MPO, Lake County and the Florida Department of Transportation where required.

- A. Traffic/Transportation Study

A traffic/transportation study shall be submitted prior to final site plan approval for review and determination of any necessary access improvements, including any off-site improvements required by FDOT, Lake County, the MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee.

- B. Roadway Improvements

The applicant shall provide all necessary roadway and intersection improvements within the development and its connection to Lake Street. Any offsite improvements required by FDOT, Lake County, MPO and City of Leesburg based on a current traffic analysis shall be the developer's responsibility and shall be reviewed by City staff during the site plan review process. Approval of all necessary permits and improvements as required by the City of Leesburg, the MPO, Lake County and FDOT shall include any needed right of way, signalization and improvements required to support the development.

- C. Internal Circulation

Drives and accesses shall be constructed within the interior of the development such that continuous vehicular access is available among and between all structures within the development.

- D. At such time that traffic improvements are required at the intersection of Lake Street and Dixie Avenue and the proposed project entrance, the City shall determine based on any additional development on the east side of Lake Street any developer's payment of pro-rata sharing of the cost of the improvements.

9. LANDSCAPING AND BUFFER REQUIREMENTS

- A. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances including;

- 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 City of Leesburg Code of Ordinances, as amended.
 - 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.

- B. A vegetative landscape buffer area of a minimum of twenty-five (25) feet shall also be constructed and/or maintained in all areas adjacent to residential zoning classifications. Said vegetative buffer shall consist of existing trees and the required fence. A plan for the buffer shall be submitted to, and approved by, the Planning & Zoning Division during the site plan review process prior to issuance of a building permit.
- C. A buffer along adjacent parcels to the north, east and south consisting of a six (6) foot solid PVC fence shall be used as a visual and security buffer for adjacent residential areas. The fence shall include a continuous decorative cap and end column features where applicable. (See Exhibit E)
- D. 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 including consideration of existing natural vegetative buffers.

10. 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.

11. DEVELOPMENT PHASING

- A. The proposed project may be constructed in phases in accordance with the 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.

12. 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 or assigns and shall be subject to each and every

condition herein set out.

13. CONCURRENCY

As submitted, the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to 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 the development requires construction of new distribution mains, since existing facilities in the service area are not adequate, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

B. Commitment of Capacity

There are no previous commitments of any existing or planned excess capacity.

C. Ability to Provide Services

The City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.

LEGAL DESCRIPTION

EXHIBIT B

Commencing at the Northwest corner of the SW1/4 of Section 25, Township 19 South, Range 24 East, Lake County, Florida, run South along the West line of said SW 1/4 a distance of 60.43 feet to the South right of way of Dixie Avenue; thence East along said South right of way 1285.48 feet to the West right of way line of Lake Street; thence South along said West right of way 1010.00 feet to the point of beginning. From said point of beginning, run West, parallel to and 1010.00 feet South of aforesaid South right of way of Dixie Avenue, a distance of 1030 feet, more or less, to the waters of Lake Harris and a point designated as Point "A"; begin again at the point of beginning and run South along the aforesaid West right of way line of Lake Street and said line extended 1170 feet, more or less, to the waters of Lake Harris; thence Northwesterly along and with said waters of Lake Harris to intersect aforesaid Point "A" and the end of this description.

CONCEPTUAL SITE PLAN

EXHIBIT C



01 SCHEMATIC EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"
TYPICAL

DATE: 09/25/2020

PROJECT NUMBER: SCHEMATIC

REVISIONS:

THE LAKES AT ROYAL PALM LEESBURG, FLORIDA

ARCHITECT:
BRIAN RUMSEY
875 JUNCTION DRIVE
ALLEN, TEXAS 75013
P: 972.398.6644

000000000

PRELIMINARY
NOT FOR
CONSTRUCTION

Brian
RUMSEY

000000000

DATE: 09/25/2020

PROJECT NUMBER: SCHEMATIC

REVISIONS:

A3.0

SCHEMATIC
EXTERIOR
ELEVATION

09/25/2020

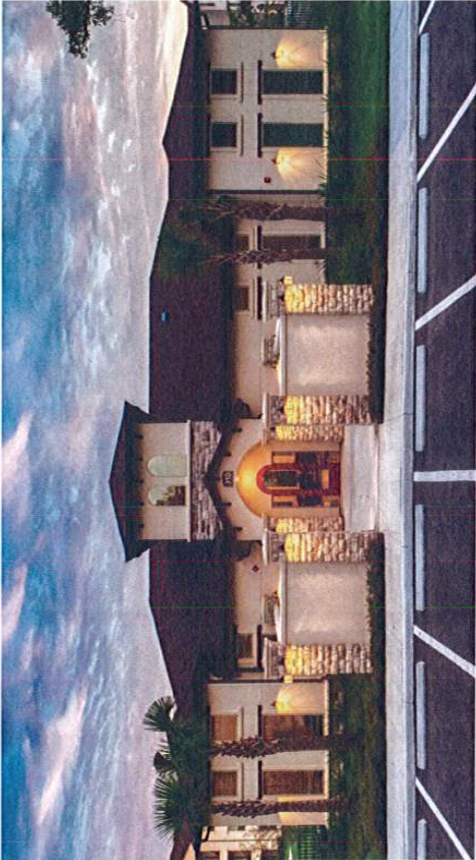
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DATE: 09/25/2020

PROJECT NUMBER: SCHEMATIC

REVISIONS:

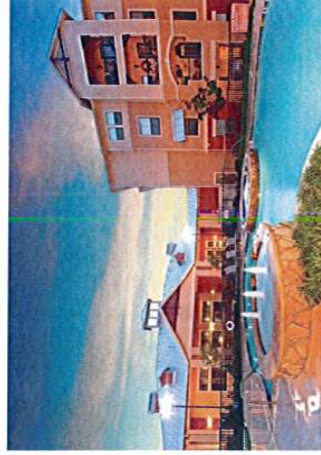
**The Pines
Deland,
Volusia County,
Florida**

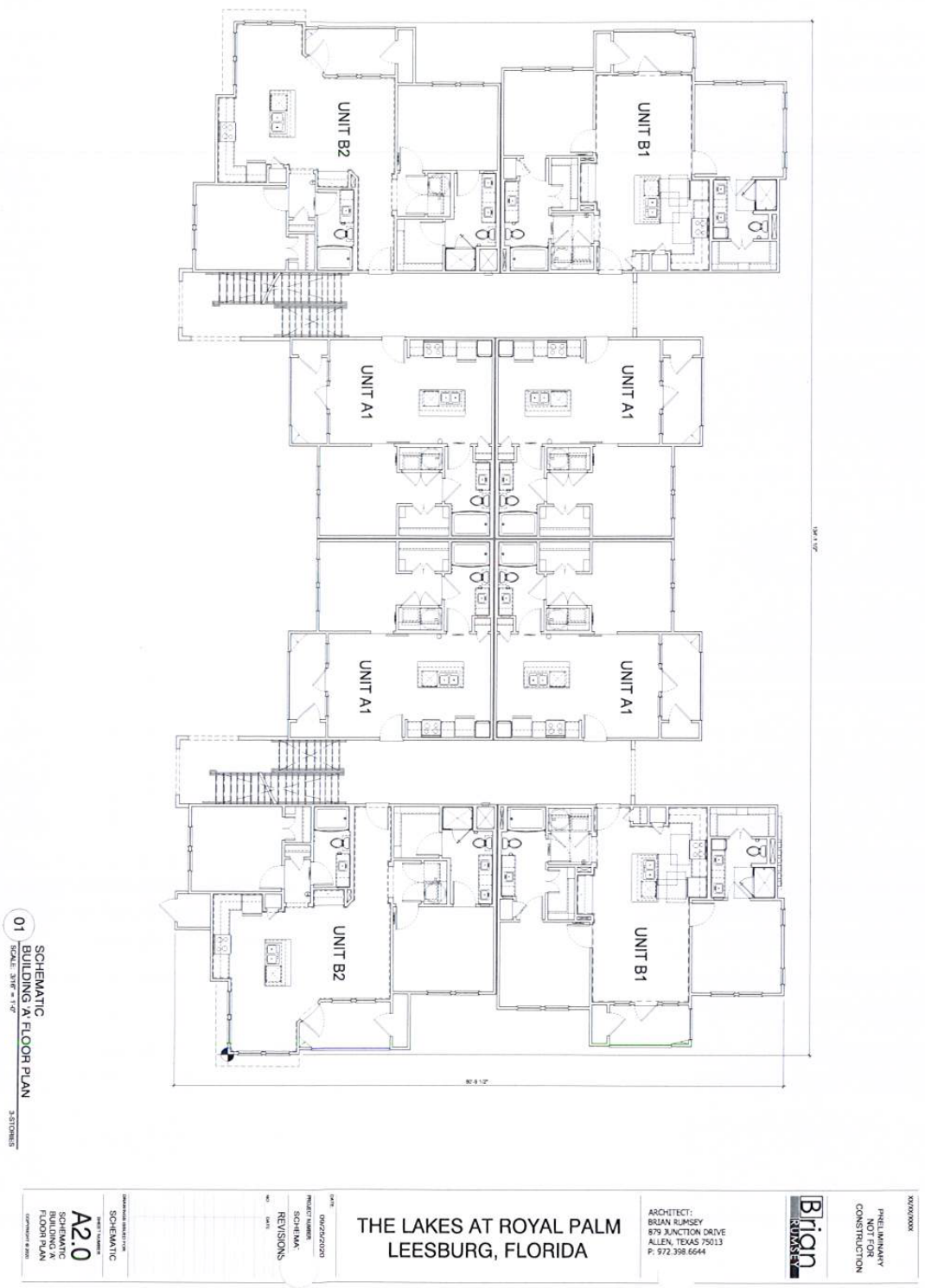


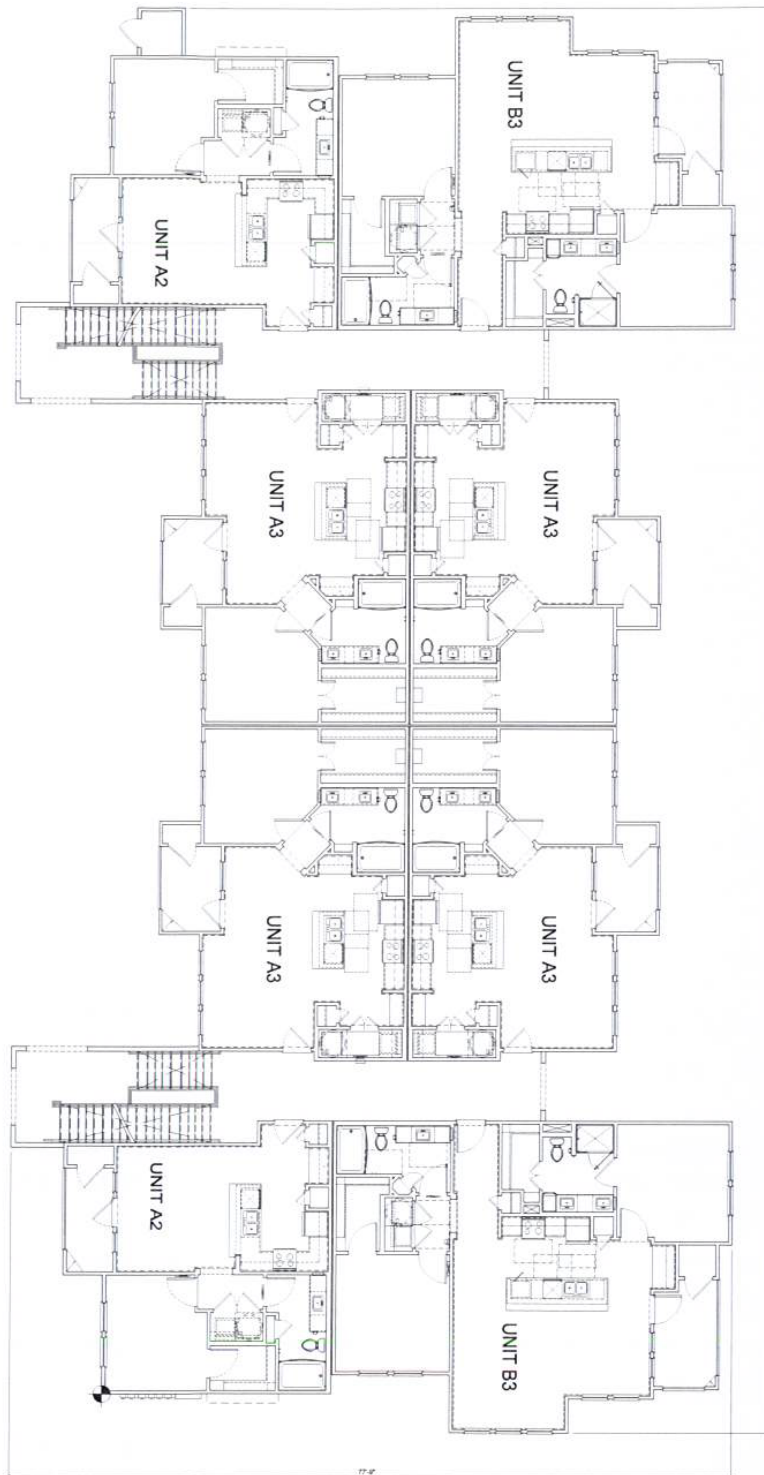


The Lodges at Pinellas
Park, Pinellas Park,
Florida

Chase Oaks
Plano, Texas

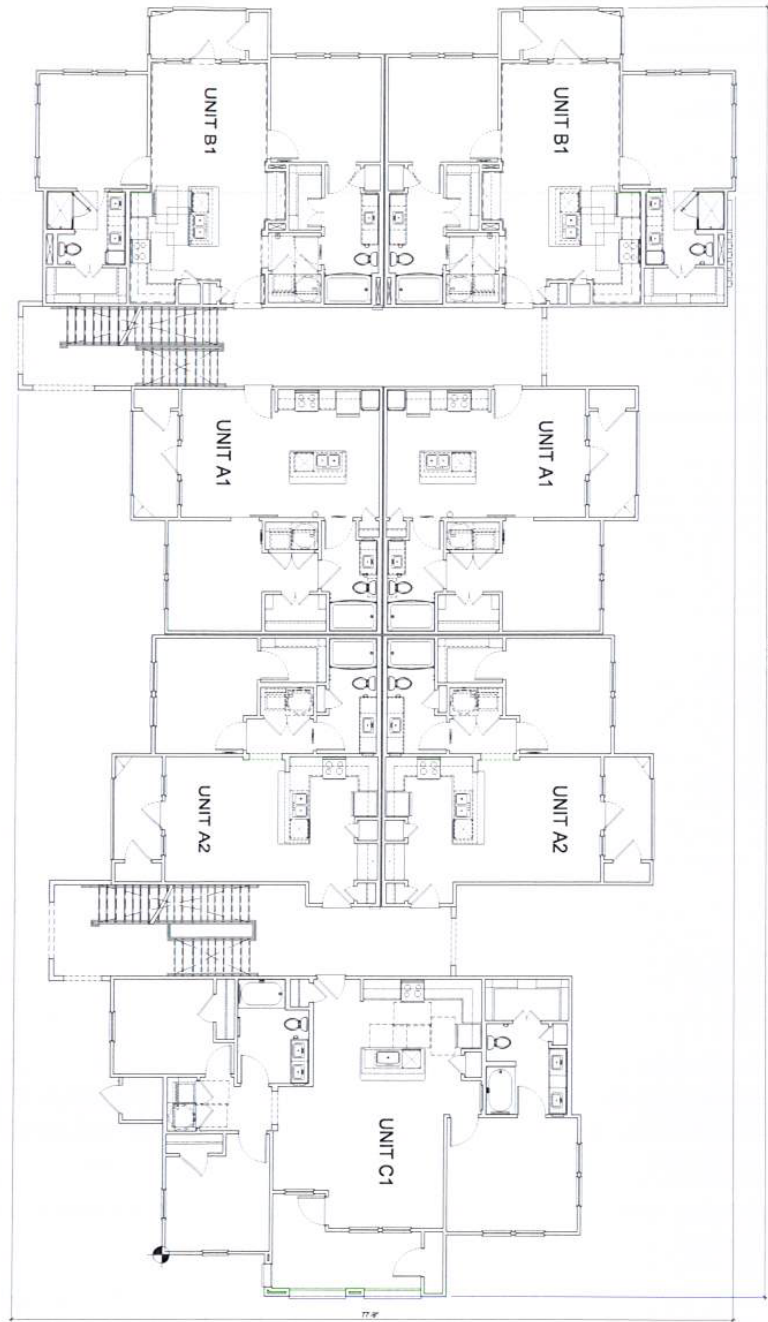






01 SCHEMATIC
BUILDING B FLOOR PLAN
SCALE: 3/8" = 1'-0"
3 STORIES

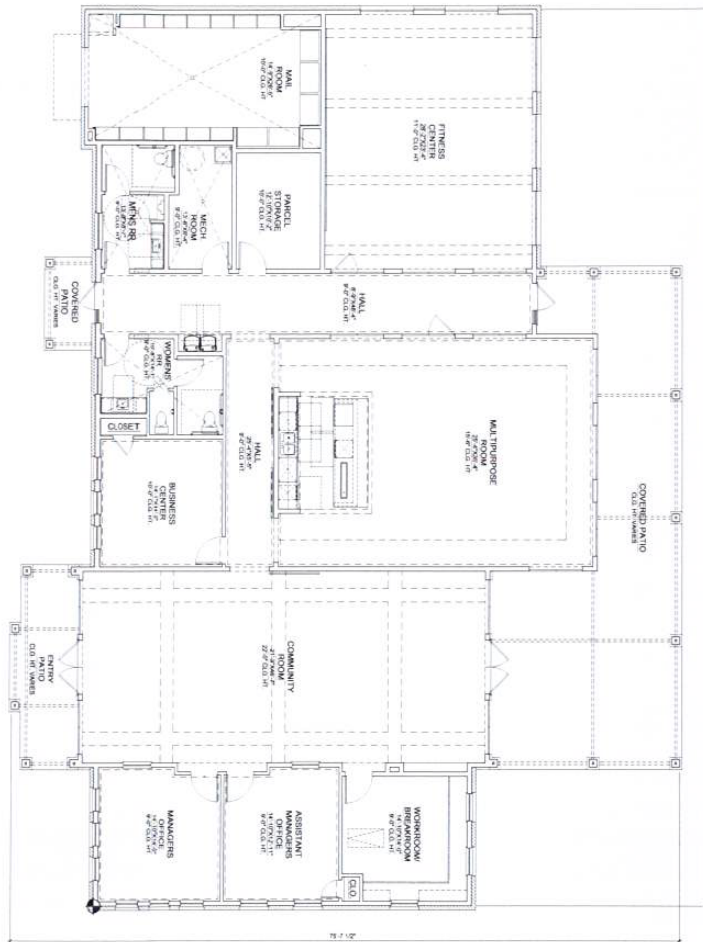
NO. 00000000 PRELIMINARY CONSTRUCTION Brian KIMBLE	ARCHITECT: BRIAN KIMBLE 879 JUNCTION DRIVE ALLEN, TEXAS 75013 P: 972.398.6644	DATE: 09/25/2020 PROJECT NUMBER: SCHEMATIC REVISIONS:	THE LAKES AT ROYAL PALM LEESBURG, FLORIDA	DATE: 09/25/2020 PROJECT NUMBER: SCHEMATIC REVISIONS:	DATE: 09/25/2020 PROJECT NUMBER: SCHEMATIC REVISIONS:
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01 SCHEMATIC
BUILDING 'C' FLOOR PLAN
SCALE: 3/8" = 1'-0"

3-STORIES

NOV/20/2000 PRELIMINARY NOT FOR CONSTRUCTION		ARCHITECT: BRIAN RUMSEY 879 JUNCTION DRIVE ALLEN, TEXAS 75013 P: 972.398.6644	
DATE: 09/20/2020 PROJECT NUMBER: SCHEMATIC REVISIONS:		THE LAKES AT ROYAL PALM LEESBURG, FLORIDA	
DATE: 09/20/2020 PROJECT NUMBER: SCHEMATIC REVISIONS:		Brian RUMSEY	
DATE: 09/20/2020 PROJECT NUMBER: SCHEMATIC REVISIONS:		A2.2 SCHEMATIC BUILDING 'C' FLOOR PLAN CONTINUED ON 18	



01
SCHEMATIC
CLUBHOUSE FLOOR PLAN
1ST STORY

DATE: 09/25/2020

PROJECT NAME: THE LAKES AT ROYAL PALM LEESBURG, FLORIDA

SCHEMATIC

REVISIONS

NO. DATE

THE LAKES AT ROYAL PALM LEESBURG, FLORIDA

ARCHITECT:
BRIAN RUMSEY
879 JUNCTION DRIVE
ALLEN, TEXAS 75013
P. 972.398.6644

CONTRACT NUMBER: 1000000000

SHEET NUMBER: 01

SCHEMATIC

A4.0

SCHEMATIC CLUBHOUSE FLOOR PLAN

DATE: 09/25/2020

Brian RUMSEY

PRELIMINARY
CONSTRUCTION

DATE: 09/25/2020

PROJECT NAME: THE LAKES AT ROYAL PALM LEESBURG, FLORIDA

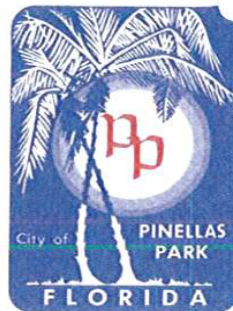
SCHEMATIC

REVISIONS

NO. DATE

City of
PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100
PINELLAS PARK, FL 33780-1100



FLORIDA

PHONE • (727) 541-0700
FAX • (727) 544-7448
SUNCOM • 969-1011

March 13, 2013

Robert Colvard
Roundstone Development
420 Snug Harbor Drive
Merritt Island, FL 32953

Re: letter of reference

To Whom it may concern:

To all let it be known that I had the distinct pleasure of working with the agents and staff of **Roundstone Development** in the development of a planned unit development master plan for the construction of a 120 unit rental apartment community with provisions for affordable housing and transit amenities located on the City's "Main Street," Park Boulevard. Given its highly visible location, the City was interested in a product that would make a positive visual statement while also providing needed workforce housing proximate to Carruth Health Education campus of St. Petersburg College for its student population as well as the many local retail employees. Quite simply, **Roundstone** delivered. The result is a very architecturally pleasing development that sets the quality standard for multi-family housing on Park Boulevard. With Roundstone one will find a very responsive development team that delivers quality and community equity in each phase of their work. I can only hope that **Roundstone** can find additional opportunities to develop in our city knowing the value they can bring to our neighborhoods and the trust that we can easily rely on.

Sincerely:


Dean R. Neal, AICP
Zoning Director



July 9, 2012

Re: The Fairways at Sammons Park
Southwest Corner of West Adams and 43rd Street
Temple, TX 76502

To Whom It May Concern:

Please accept this letter as a letter of support from the City of Temple for an affordable housing project that was recently built in Temple, Texas called the Fairways at Sammons Park. Below is a summary of our experience with Roundstone Development.

As the project liaison, I experienced a high level of professionalism, flexibility, and care by Roundstone Development. The development group was very responsive to our requests for information and other documentation necessary for the City to achieve a satisfactory comfort level with the project. Mr. Clifton Phillips personally provided us a tour of one of their existing projects.

Now that the project is complete and operational, we are very pleased with the results. The facility is excellent in quality and is well perceived in the community.

I hope that this information is helpful in your decision-making process. Should you need additional information, please feel free to contact me at 254-298-5600.

Sincerely,

Kim Foutz
Assistant City Manager

cc: Clifton Phillips
2010 Valley View Lane, Ste 210
Farmers Branch, TX 75234

Office of the City Manager 2 North Main, Suite 304 Temple, Texas 76501
254.298.5600 (ph) 254.298.5459 (fax)

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

DATE: November 10, 2020
OWNER: TAC-FL Land Holdings 1, LLC
PETITIONER: Roundstone Development
PROJECT: The Lakes at Royal Palm Phase I and Phase II
REQUEST: PUD (Planned Unit Development)
CASE NO.: PUD-20-229

GENERAL LOCATION: The property is generally located south of East Dixie Avenue and West of South Lake Street.

FUTURE LAND USE DESIGNATION:
Neighborhood Mixed Use

SURROUNDING FUTURE LAND USE DESIGNATION:

North —	General Commercial
South —	Lake Harris
East —	Institutional; Neighborhood Mixed Use; Estate Residential
West —	Conservation; Lake Harris

PROPOSED FUTURE LAND USE DESIGNATION:
N/A

EXISTING ZONING DESIGNATION: PUD (Planned Unit Development)

SURROUNDING ZONING DESIGNATIONS:

North —	R-3 (High Density Residential)
South —	Lake Harris
East —	PUD (Planned Unit Development); R-2 (Medium Density Residential)
West —	Lake Harris; P (Public)

PROPOSED ZONING DESIGNATION:
PUD (Planned Unit Development)

EXISTING LAND USE: Vacant acreage.

SURROUNDING LAND USE:

North —	Professional Offices (medical)
South —	Lake Harris
East —	Residential (Assisted Living); Residential (vacant); Commercial (under development)
West —	Lake Harris

PROPOSED LAND USE: Multi-family apartments



**CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS**

DATE: December 17, 2020
OWNER: TAC-FL Land Holdings 1, LLC
PETITIONER: Roundstone Development
PROJECT: The Lakes at Royal Palm Phase I and Phase II
REQUEST: PUD (Planned Unit Development)
CASE NO.: PUD-20-229

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed request is compatible with the current surrounding zoning districts of City of Leesburg R-3 (High Density Residential), R-2 (Medium Density Residential) and PUD (Planned Unit Development).
2. The proposed request is compatible with the adjacent future land use designations of City of Leesburg General Commercial, Institutional, Neighborhood Mixed Use, and Estate Residential.
3. The proposed zoning designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve the request to modify the conditions of approval of the current Planned Unit Development to amend the permitted uses and forward the recommendation to the City Commission for consideration.



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
VENETIAN CENTER
THURSDAY, DECEMBER 17TH, 2020 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, December 17th, 2020, at Venetian Center.

Chairman Ted Bowersox called the meeting to order at 4:29 p.m.

The following Commission members were present:

Ted Bowersox – Chairman
John O'Kelley
Michael Fitzpatrick
Alfred Haliday
Chris Wood
Nathaniel Sanders
Tim Sennett

The following Commission members were absent:

Frazier Marshall
Ze'Shieca Carter

City staff in attendance included Dan Miller, Planning & Zoning Manager, Sabrina Mitchell, Administrative Assistant II, Dianne Pacewicz, Planner, Careylee Murray, Planner, Kandi Harper, Senior Planner, and City Attorney Fred Morrison was also present.

The meeting opened with an invocation given by Chairman Bowersox, followed by the Pledge of Allegiance to the Flag.

Dan Miller informed the audience of the rules of participation and the need to sign the speaker's registry. He also informed Commissioners and the audience that the City Commission meeting dates are tentatively scheduled.

**DRAFT SUMMARY MINUTES OF THE PLANNING COMMISSION MEETING
FOR THURSDAY, NOVEMBER 19TH, 2020**

Commissioner Sennett moved to APPROVE the draft minutes from the NOVEMBER 19TH, 2020 meeting. Commissioner Wood SECONDED the motion, which PASSED by a vote of 7- 0.

Sabrina Mitchell swore in staff as well as anyone in the audience wishing to speak.

Chairman Bowersox called for the first case under new business be brought forward.

NEW BUSINESS

Sabrina Mitchell swore in the new members of the Planning Commission Board.

1. PUBLIC HEARING CASE # PUD-20-229 – THE LAKES AT ROYAL PALM PHASE I AND PHASE II – PLANNED UNIT DEVELOPMENT

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 MULTIFAMILY 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. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, FEBRUARY 8, 2021 AND SECOND READING ON MONDAY, FEBRUARY 22, 2021)** (Lakes Royal Palm PH I & II PUD)

Dan Miller introduced case number #PUD-20-229 – The Lakes at Royal Palm Phase I and Phase II – Planned Unit Development into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

Mr. Miller gave a background and explanation of the subject property, location current zoning, requests, went over the changes to the current (PUD) Planned Unit Development conditions under Ordinance 13-38.

Kandi Harper utilized a power point presentation to demonstrate the area of the proposed site for both cases.

Department Review Summary: This case was sent out to all the different departments for review, no substantive comments or objections received from the departments. Electric Department will require an easement and that's standard in the development process. No comments from the Public.

Mr. Miller stated for the record page two of the (PUD) Planned Unit Development under land use which comes under 3.B.10; currently says maximum building height will be three story; staff doesn't have an objection; if units go up to four story, don't know builder; currently four story; model three story; staff doesn't have a problem either way.

Dan Miller stated that we received a couple of letters of recommendations from the City of Pinellas Park; Zoning Department, Dean Neal and City of Temple Texas; Assistant City Manager, Kim Fought showing that they had worked with them well.

Mr. Miller read the Staff Recommendations into the record; Staff recommended approval for the case.

Chairman Bowersox expressed concern regarding the approximate distance from the buildings to Lakefront.

Dan Miller went over the wetland/flood zone map; developer land; north/east and stated these all fit within that area (PUD) a couple of sections wetlands and flood zones; protection.

Commissioner Sennett expressed concern regarding minimum sq ft. Mr. Miller replied the minimum requirements in the City code is 750'; will review.

Bob Colvard with Roundstone Development representing the seller of the property; property under contract, stated we are just updating of a PUD; nothing new, other than a few minor changes, fit current mold that has already in place; provision about expiration clause going away.

Dan Miller stated expiration clause not needed on this one.

Bob Colvard reviewed conceptual site plan; set at three story, worked around those wetlands; make change to four stories; lower footprint, allow green space; would be nice.

Dan Miller replied if someone could make a motion to change to four story maximum and 750' minimum.

Bob Colvard read into the record the current site plan configurations; bedroom types and sizes.

Chairman Bowersox stated any other questions from the applicant.

Chairman Bowersox entertained a motion, and then the voting took place.

Commissioner Sennett made a MOTION for APPROVAL of case # PUD-20-229 -- THE LAKES AT ROYAL PALM PHASE I AND PHASE II - PLANNED UNIT DEVELOPMENT With The Following Changes Add To It A Minimum 750' Per Unit And Change It To Four Story Maximum Commissioner Wood SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 7 - 0.

DISCUSSION

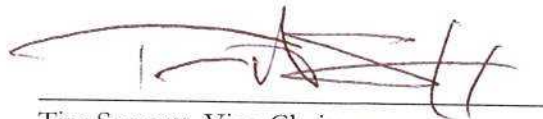
ANNOUNCEMENTS

Chairman Bowersox stated he appreciates Sabrina Mitchell for moving the meetings to the small room. Chairman Bowersox stated we need to appoint a Vice-Chair. Dan Miller replied in January we will make those selections; first item on our agenda.

Dan Miller stated he worked out with the Recreation Department to have the small room except for September; already booked, may move (big room), due to the pandemic. Chairman Bowersox stated if ever be potential to have Planning Commission meetings at City Hall; Mr. Miller replied once the pandemic is over.

ADJOURNMENT

Approximately 4:51p.m.

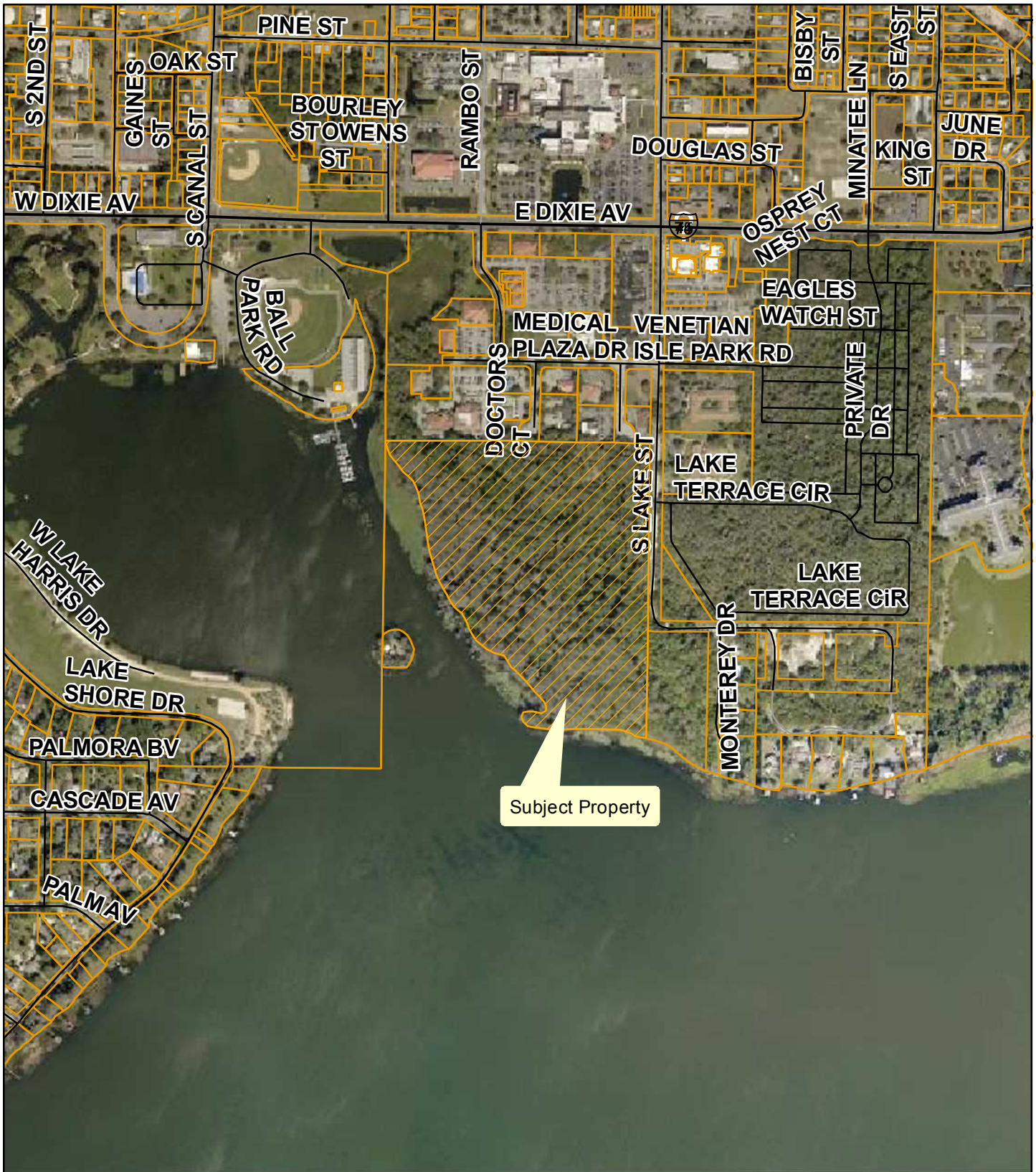
A handwritten signature in dark ink, appearing to read 'Tim Sennett', written over a horizontal line.

Tim Sennett, Vice-Chairman

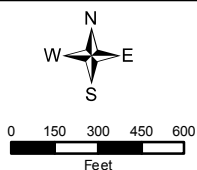
A handwritten signature in dark ink, appearing to read 'Sabrina Mitchell', written over a horizontal line.

Sabrina Mitchell, Administrative Assistant II

Aerial

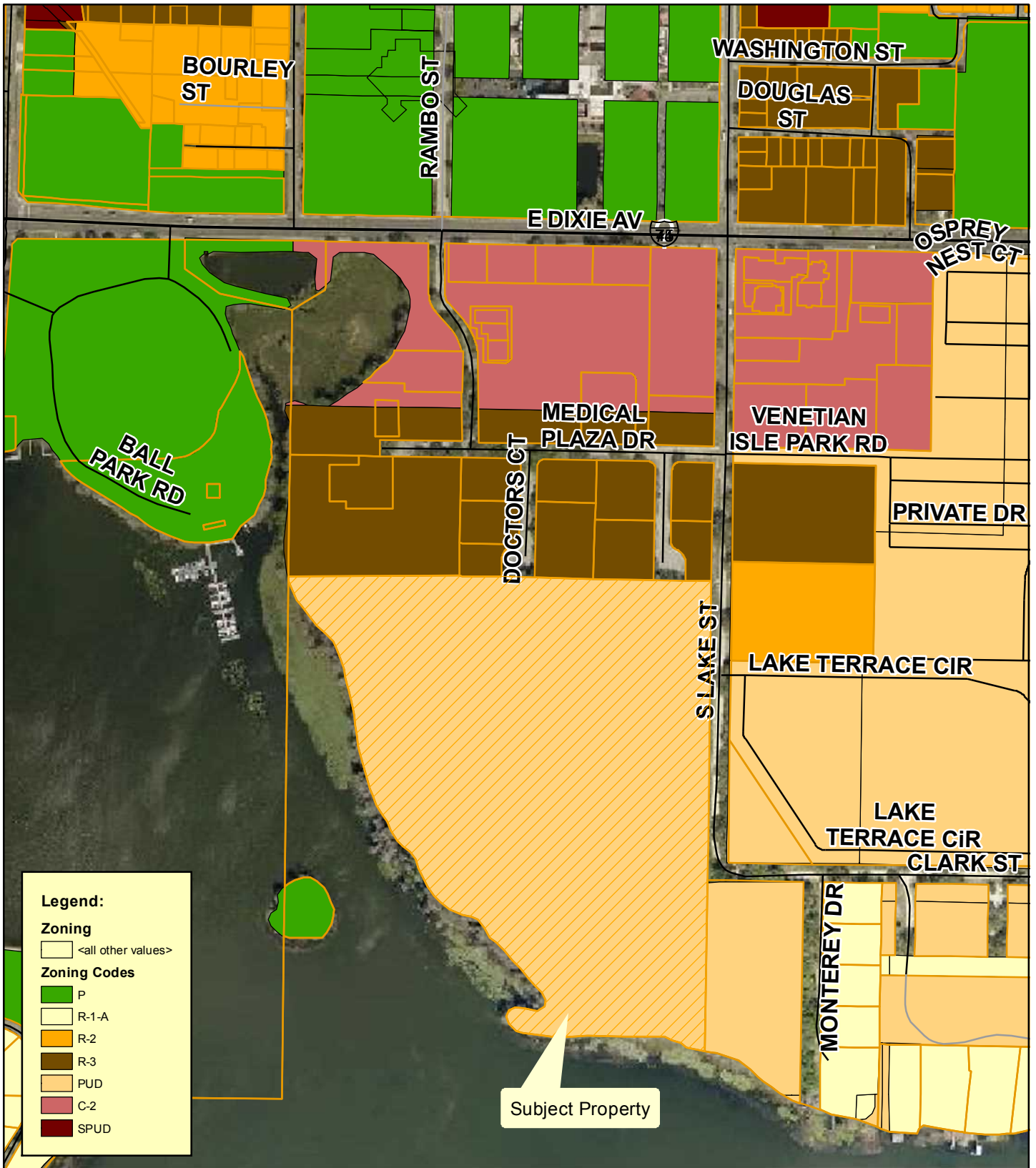


**Planning
& Zoning
Division**

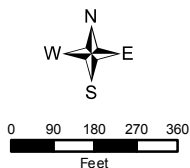


PUD-20-229 The Lakes at Royal Palm Phase I and II
TAC - FL Land Holdings I LLC
AK#: 2582154
Section 25, Township 19 South, Range 24 East
October 8, 2020

Zoning



**Planning
& Zoning
Division**

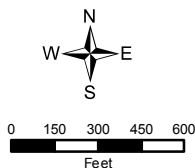


PUD-20-229 The Lakes at Royal Palm Phase I and II
TAC - FL Land Holdings I LLC
AK#: 2582154
Section 25, Township 19 South, Range 24 East
October 8, 2020

PROPOSED Zoning

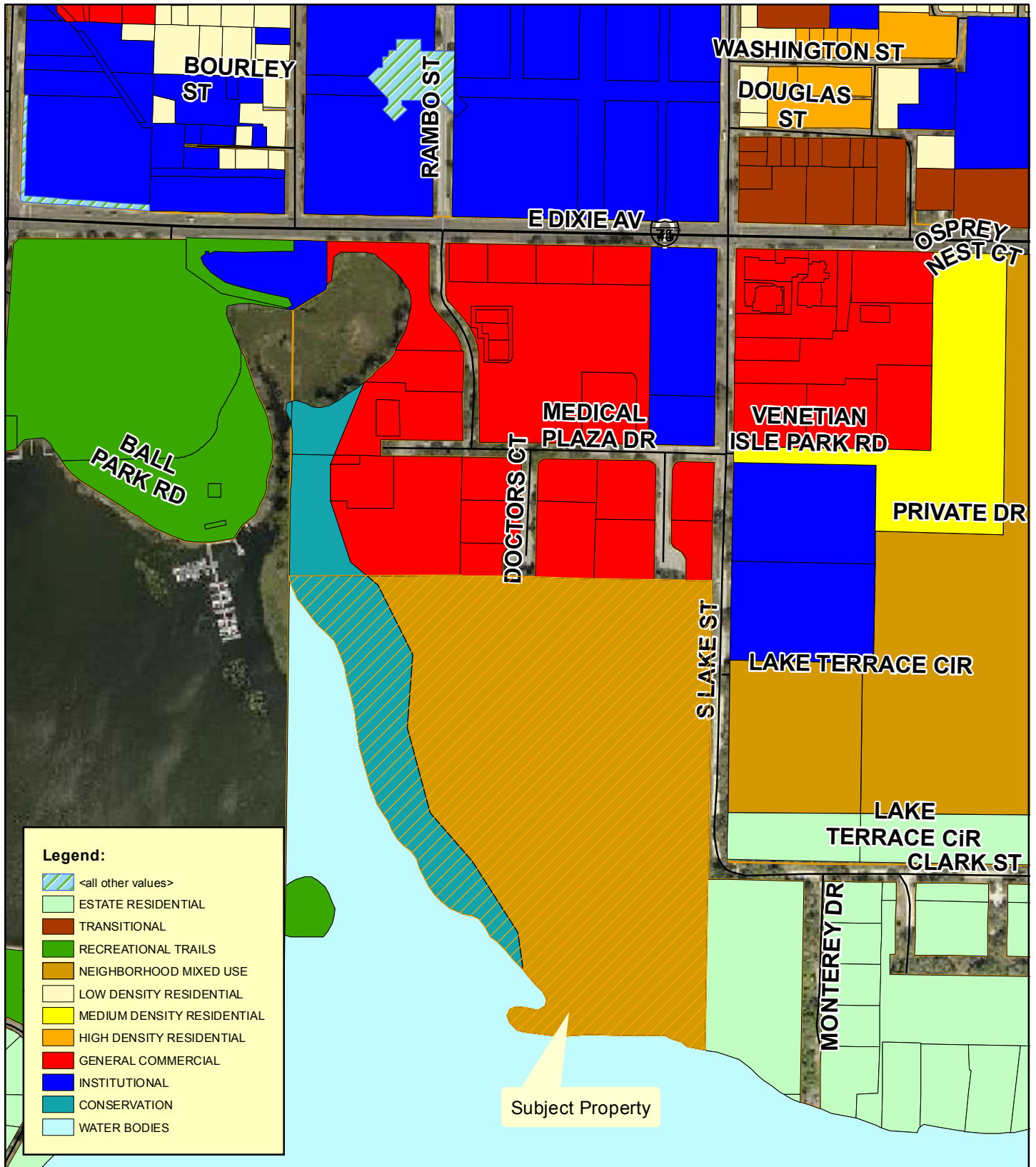


**Planning
& Zoning
Division**

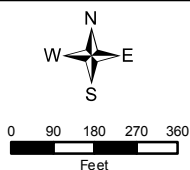


PUD-20-229 The Lakes at Royal Palm Phase I and II
TAC - FL Land Holdings I LLC
AK#: 2582154
Section 25, Township 19 South, Range 24 East
October 8, 2020

Future Land Use



**Planning
& Zoning
Division**

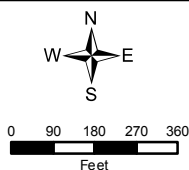


PUD-20-229 The Lakes at Royal Palm Phase I and II
TAC - FL Land Holdings I LLC
AK#: 2582154
Section 25, Township 19 South, Range 24 East
October 8, 2020

Surrounding Land Uses

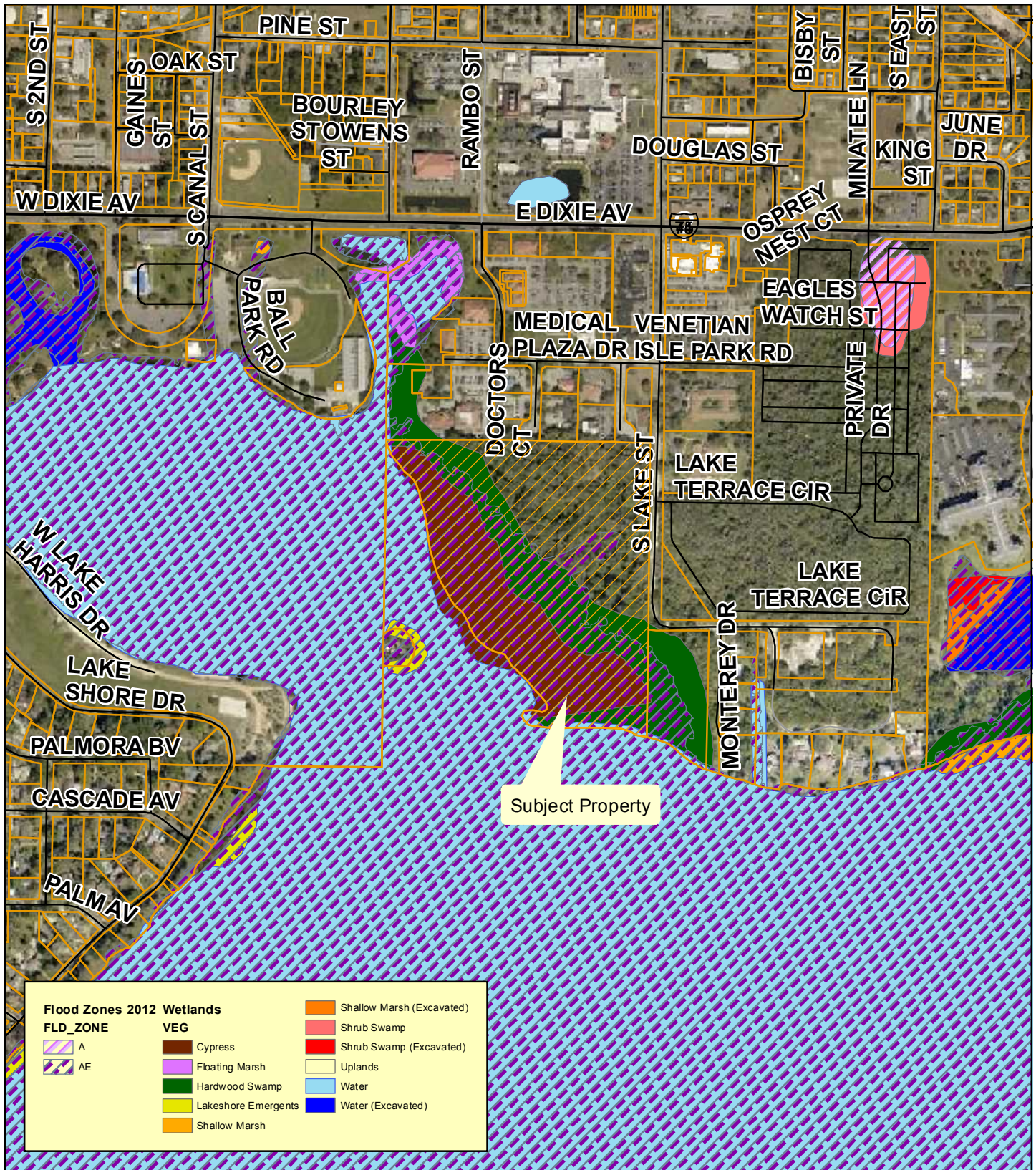


**Planning
& Zoning
Division**

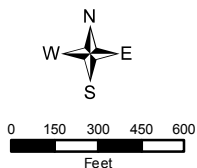


PUD-20-229 The Lakes at Royal Palm Phase I and II
TAC - FL Land Holdings I LLC
AK#: 2582154
Section 25, Township 19 South, Range 24 East
October 8, 2020

Wetlands and Flood Zones



**Planning
& Zoning
Division**

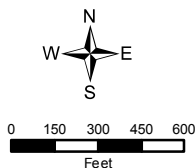


PUD-20-229 The Lakes at Royal Palm Phase I and II
TAC - FL Land Holdings I LLC
AK#: 2582154
Section 25, Township 19 South, Range 24 East
October 8, 2020

Community Redevelopment Area

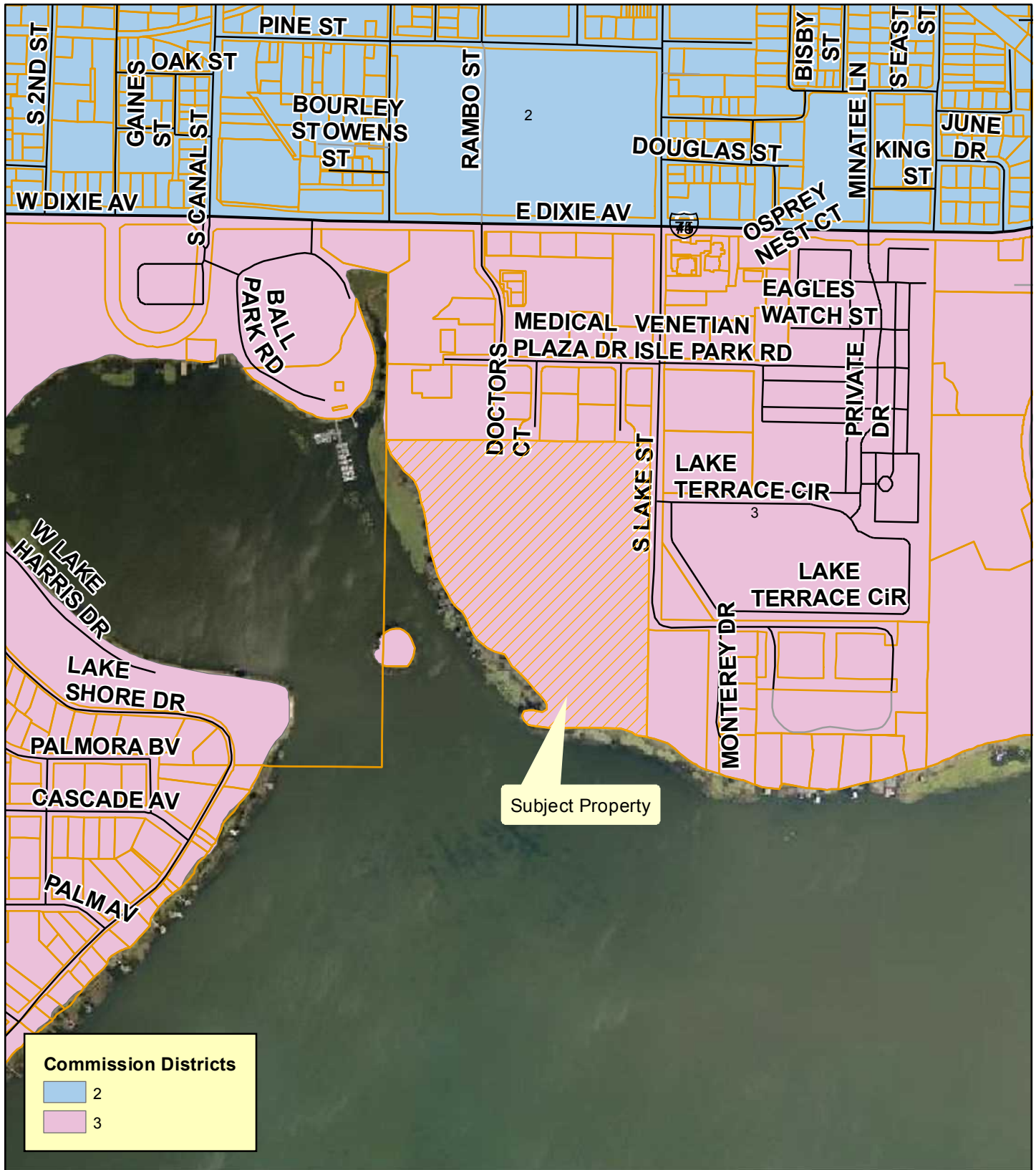


**Planning
& Zoning
Division**

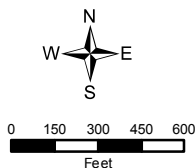


PUD-20-229 The Lakes at Royal Palm Phase I and II
TAC - FL Land Holdings I LLC
AK#: 2582154
Section 25, Township 19 South, Range 24 East
October 8, 2020

Commission District



**Planning
& Zoning
Division**



PUD-20-229 The Lakes at Royal Palm Phase I and II
TAC - FL Land Holdings I LLC
AK#: 2582154
Section 25, Township 19 South, Range 24 East
October 8, 2020

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.3.

Meeting Date: March 22, 2021

From: Dan Miller, (Planning and Zoning Manager)

Subject: An Ordinance of the City of Leesburg, Florida, vacating 212.38 +/- feet of right of way and consisting of approximately 4,884 square feet, and generally located on the east side of Barrett Avenue, west of Lots 15, 16, and 17 of the Harlem Subdivision, of Leesburg, Florida; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the request to vacate a portion of the Barrett Street right of way, consisting of approximately 4,884 square feet.

Analysis:

The subject property is generally located on the east side of Barrett Avenue, and north of Ferguson Avenue, as shown on the attached map. The request is to vacate an area of right of way along the east side of Barrett Avenue, consisting of approximately 4,884 square feet. Barrett is a short dead end street and is not likely to need widening in the future. There are two structures on the property, which were constructed in 1949. These houses are existing non-conforming units which significantly predate the current zoning code and lie within the current right of way. The applicant is seeking this partial vacation in an amount sufficient to permit the existing structures to remain in place, increase the conformity of the structures, and create a safer neighborhood through private property ownership. The city of Leesburg will retain easements as needed for utility services. Staff finds no detriment to the public as a result of this request.

Procurement Analysis:

N/A

Options:

1. Approve the request to vacate a portion of the eastern side of Barrett Avenue; or
2. Other such action as the City Commission may deem appropriate.

Fiscal Impact:

No fiscal impact is anticipated as a result of this action.

Submission Date and Time:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, VACATING 212.38 +/- FEET OF RIGHT OF WAY AND CONSISTING OF APPROXIMATELY 4,884 SQUARE FEET, AND GENERALLY LOCATED ON THE EAST SIDE OF BARRETT AVENUE, WEST OF LOTS 15, 16, AND 17 OF THE HARLEM SUBDIVISION, OF LEESBURG, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1.

The City Commission of the City of Leesburg, Florida, finding that a right of way located on Barrett Street, as legally described below, is not needed for public purposes, therefore that portion of said right of way is hereby vacated and relinquished, except as reserved hereafter;

Legal Description

A 23 foot wide section of the easterly right of way of Barrett Avenue, consisting of a distance of 212.38 feet north to south, immediately west and adjacent to lots 15, 16 and 17 of the subdivision PLAT OF HARLEM, Leesburg, Lake County, Florida.

Section 2.

The provisions of Section 1 notwithstanding, this Ordinance shall not be construed to released, and the City Commission hereby reserves, any and all existing recorded easements for utilities in favor of the City of Leesburg in and to any portion of the property located in the vacated area.

Section 3.

This ordinance shall become effective immediately upon its passage and adoption according to law.

Section 4.

Minor discrepancies later found herein may be considered scrivener's errors and shall not be cause to nullify the intent or execution of this Ordinance.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 22nd day of March 2021.

THE CITY OF LEESBURG

Mayor

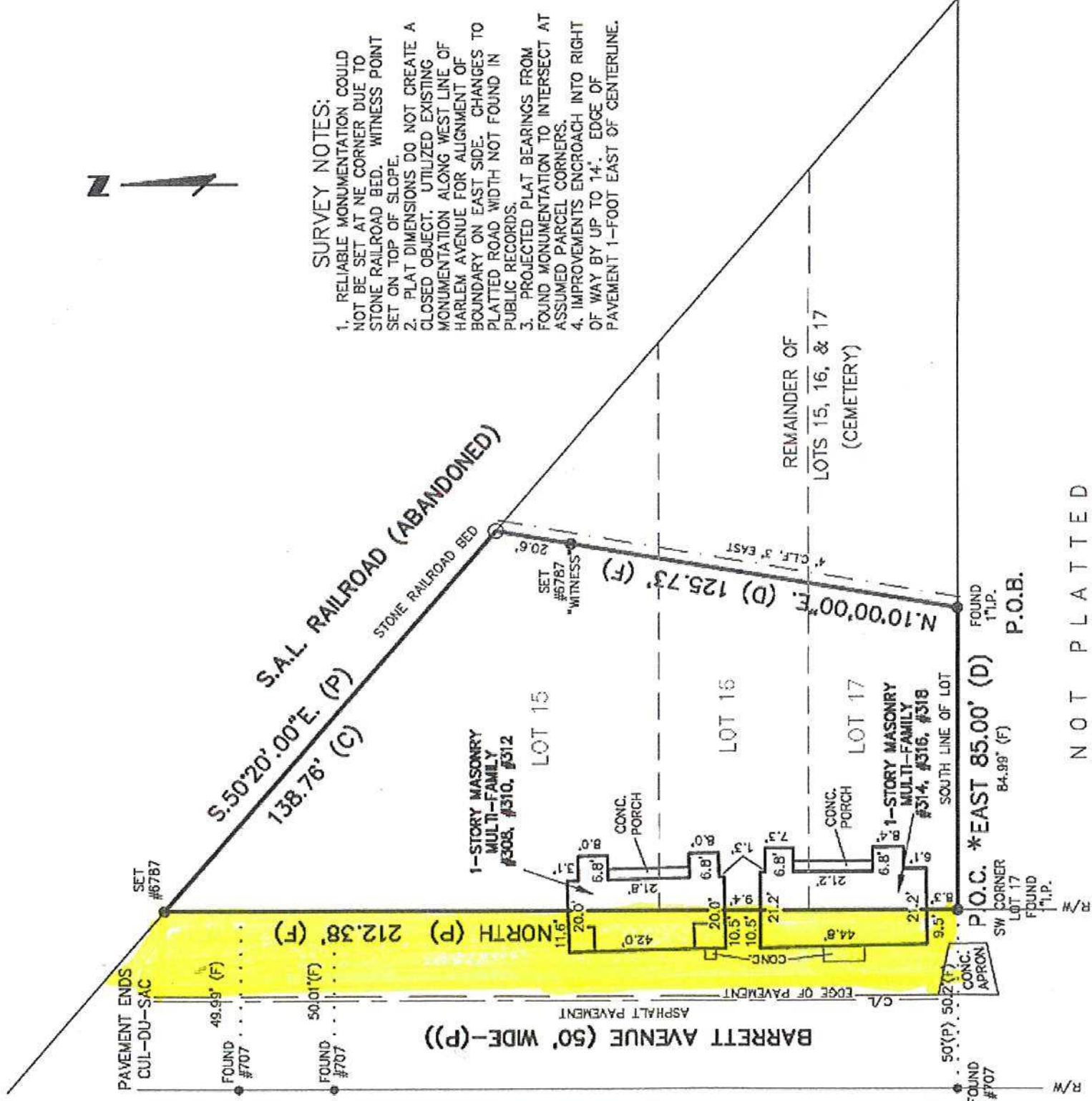
ATTEST:

City Clerk

**BOUNDARY CHRISTIAN WORSHIP CENTER
SURVEY**
907 COUNTY ROAD 468
LEESBURG, FLORIDA 34748

CERTIFIED TO:

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
NO ONE OTHER THAN THE PARTY OR PARTIES NAMED ABOVE SHALL RELY ON THIS SURVEY.



ADDITIONS OR DELETIONS TO THIS SURVEY MAP OR SURVEY REPORT IS PROHIBITED.
THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.

DESCRIPTION:

ALL THAT PART OF LOTS 15, 16 AND 17 LYING WEST OF A LINE DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF SAID LOT 17, RUN EAST LONG THE SOUTH LINE OF SAID LOT 85 FT. TO POINT OF BEGINNING, THENCE NORTH 10 DEGREES EAST TO THE NORTH LINE OF SAID LOT 15, ALL OF SAID LOTS BEING A PART OF HARLEM COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF AS FILLED IN THE OFFICE OF THE CLERK OF CIRCUIT COURT IN AND FOR LAKE COUNTY, FLORIDA.

NOTE: SEE REVERSE SIDE FOR SURVEY REPORT.

SURVEY DATE: DECEMBER 22, 2010

C & A ENGINEERS & SURVEYORS

CERTIFICATE OF AUTHORIZATION LB7872
3106 E. FORT KING STREET OCALA, FLORIDA 34470
VOICE: 352.694.6566 FAX: 352.694.6567 www.CandAEngineers.com

SCALE: 1"=40'
F.B.: 296 PG.: 70
FILE: 110542

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.4.

Meeting Date: March 22, 2021

From: Dan Miller, (Planning and Zoning Manager)

Subject: An Ordinance of the City of Leesburg, Florida, modifying the conditions of approval for a SPUD (Small Planned Unit Development) zoning on approximately 0.21 acres for property generally located south of West Main Street and east of south Moss Street, as legally described in Section 27, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the request to modify the conditions of the zoning on 1611 West Main Street under the existing SPUD zoning.

Analysis:

The project site is approximately 0.21 acres, and is generally located south of West Main Street and east of South Moss Street as shown on the attached maps. At this time, the property is vacant and undeveloped. The current zoning allows for light commercial and office uses; the request adds houses of worship uses, multi-family and live-work units. The current future land use is transitional, the surrounding land uses are residential and office uses. City of Leesburg utilities are available to this site. This request does not appear to create a detriment to the surrounding properties.

The Planning Commission held a public hearing on the application on January 21, 2021 and recommended approval by a vote of 5 to 0.

Procurement Analysis:

N/A

Options:

1. Approve the proposed amendment to the conditions of the existing SPUD zoning; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Should the property be developed, a small positive fiscal impact is expected in the form of ad valorem taxes plus utility service charges.

Submission Date and Time:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, MODIFYING THE CONDITIONS OF APPROVAL FOR A SPUD (SMALL PLANNED UNIT DEVELOPMENT) ZONING ON APPROXIMATELY 0.21 ACRES FOR PROPERTY GENERALLY LOCATED SOUTH OF WEST MAIN STREET AND EAST OF SOUTH MOSS STREET, AS LEGALLY DESCRIBED IN SECTION 27, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1.

Based upon the petition of Timothy H. Sennett, P.O. Box 491308, Leesburg, Florida, 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 22nd day of March 2021.

THE CITY OF LEESBURG

Mayor

ATTEST:

City Clerk

SENNETT – 1611 W. MAIN STREET
SPUD (SMALL PLANNED UNIT DEVELOPMENT) AMENDMENT
PLANNED DEVELOPMENT CONDITIONS
January 21, 2020

These Planned Development Conditions for a SPUD (Small Planned Unit Development) District are granted by the City of Leesburg Planning Commission, Lake County, Florida to Tim Sennett, "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 permit professional offices with accessory uses as permitted by these conditions on an approximately .21 +/- acre site within the City of Leesburg in accordance with their Planned Development application and supplemental information.

1. PERMISSION

Permission is hereby granted to Tim Sennett 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 southwest corner of W. Main Street and Moss 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

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.

A. Uses

- 1) Uses shall be those listed as permitted uses in this document and shall occupy the approximate area as shown on the Conceptual Plan dated January 21, 2021,
- 2) Uses shall be those listed for the C-1 (Neighborhood Commercial) uses in the Land Development Code as a permitted use except as added or limited by this SPUD. Uses may be limited based on parking requirements. Other permitted uses shall include:
 - a. Houses of worship uses
 - b. multi-family uses
 - c. live-work units

B. Uses prohibited shall be as follows:

- 1) convenience store with or without gas pumps
- 2) recreation uses - indoor and outdoor

- 3) bars and lounges
- 4) clubs and lodges
- 5) package stores
- ~~6) places of worship~~
- ~~7) educational facilities~~
- 8) transient accommodations
- 9) crematoriums and funeral parlors
- 10) vehicle repair, service and sales
- 11) restaurants
- ~~12) multi-family residential~~
- 13) check cashing stores
- 14) thrift stores
- 15) tattoo parlors

C. Area

The Impervious surface coverage for this site shall not exceed eighty (80) percent of the gross site area.

D. Open Space

A minimum of twenty (20) 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 Moss Street. If additional access is requested, approval shall be subject to the City of Leesburg SPUD amendment and Site Plan Application review process.

5. DEVELOPMENT STANDARDS

- A. The minimum development standards shall be those required for the SPUD district except as amended by these conditions and as represented on the Conceptual Site Plan.
- B. All operations shall be carried on entirely within an enclosed structure, except as permitted under accessory uses of Section 25-284, City of Leesburg Code of Ordinances, as amended.
- C. No outdoor storage areas shall be permitted.
- D. Areas of property not occupied by structures or paving shall be grassed, landscaped and maintained in accordance with City of Leesburg Code of Ordinances, as amended.

6. 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. In addition, available on street parking shall be permitted as required parking.

7. WETLANDS

- A. Wetlands shall comply with the following requirements. 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).

8. 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.

9. TRANSPORTATION

- A. Permittee shall make all transportation improvements as required by Lake County, the MPO and the City of Leesburg. Construction of improvements shall be contingent upon plan approval by City of Leesburg staff during development review/permit application, if applicable.
- B. A transportation study waiver may be requested from the MPO exempting the project based on the previous use of the property and substantiation of minimum change in traffic impacts.

10. LANDSCAPING AND BUFFER REQUIREMENTS

- A. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances and as represented on the Conceptual Site Plan including;
- 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 City of Leesburg Code of Ordinances, as amended.
 - 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.

11. MAINTENANCE

- A. With the exception of public utilities and sidewalks, maintenance of all site improvements, including but not limited to drives, internal sidewalks, landscaping and drainage shall be the responsibility of the owner.

12. DESIGN REQUIREMENTS

- A. Exterior building materials contribute significantly to the visual impact of a building on the community. They shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:

- 1) At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
- 2) At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
- 3) All textured stucco, provided there are unique design features such as recessed garages, tile or metal roofs, arched windows etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Community Development Director for compliance

B. Other Features

- 1) Other similar design variations meeting the intent of this section may be approved at the discretion of the Community Development Director.

13. DEVELOPMENT PHASING

- A. The proposed project may be constructed in phases in accordance with the 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 SPUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These SPUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition herein set out.

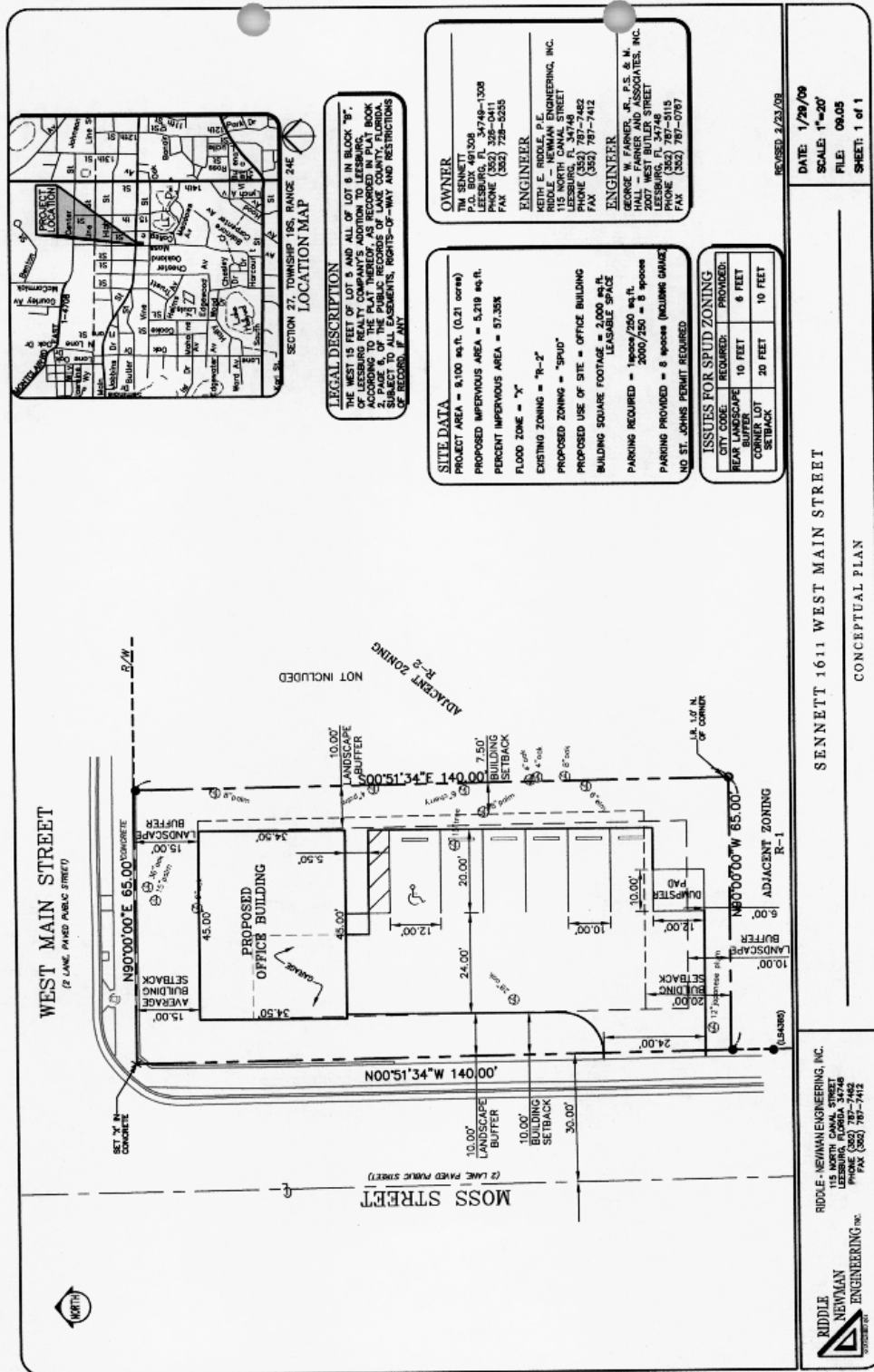
15. UTILITIES

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 - Commitment of Capacity
There are no previous commitments of any existing or planned excess capacity.
- B. 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**

THE WEST 15 FEET OF LOT 5 AND ALL OF LOT 6 BLOCK "B", LEESBURG REALTY COMPANY'S ADDITION TO LEESBURG, ACCORDING TO THE MAP THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 6 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.





**CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS**

DATE: January 21, 2021
OWNER: Timothy H. Sennett
PETITIONER: Timothy H. Sennett
PROJECT: 1611 West Main Street
REQUEST: SPUD (Small Planned Unit Development)
CASE NO.: SPUD-20-287

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 the surrounding adjacent properties having zoning designations of R-1 (Low Density Residential) and R-2 (Medium Density Residential).
2. The Future Land Use designation of Transitional is compatible with surrounding adjacent properties having Transitional and Low Density Residential future land use designations.
3. The proposed request is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve this request to rezone the subject property from SPUD (Small Planned Unit Development) to SPUD (Small Planned Unit Development) and forward the recommendation to the City Commission for consideration.

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

DATE: January 21, 2021
OWNER: Timothy H. Sennett
PETITIONER: Timothy H. Sennett
PROJECT: 1611 W. Main SPUD
REQUEST: SPUD (Small Planned Unit Development)
CASE NO.: PUD-20-287

GENERAL LOCATION: The property is generally located at southeast corner of West Main Street and Moss Avenue.

FUTURE LAND USE DESIGNATION:
Transitional

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Transitional
South – Low Density Residential
East – Transitional
West – Transitional

PROPOSED FUTURE LAND USE DESIGNATION:
N/A

EXISTING ZONING DESIGNATION:
SPUD (Small Planned Unit Development)

SURROUNDING ZONING DESIGNATIONS:
North – SPUD (Small Planned Unit Development); R-2 (Medium Density Residential)
South – R-1 (Low Density Residential)
East – R-2 (Medium Density Residential)
West – R-2 (Medium Density Residential)

PROPOSED ZONING DESIGNATION:
SPUD (Small Planned Unit Development)

EXISTING LAND USE:
Vacant

SURROUNDING LAND USE:
North – Office; Residential
South – Residential
East – Residential (vacant)
West – Residential

PROPOSED LAND USE: Offices

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

DATE: January 6, 2021
OWNER: Timothy H. Sennett
PETITIONER: Timothy H. Sennett
PROJECT: 1611 West Main Street
REQUEST: SPUD (Small Planned Unit Development)
CASE NO.: SPUD-20-287

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. At the time of the DRC, we will require utility easements to be granted to Leesburg. All electric has to be underground as well. 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

Public Works has no issue with this. Cliff Kelsey 1/7/21

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

The applicant is proposing a professional office (non-residential) use. Nonresidential uses are not subject to school concurrency review. Helen LaValley 1/12/21

PUBLIC RESPONSES

Approval

No comments received as of 1/15/21

Disapproval

1 disapproval with no comments.

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL)

PUBLIC COMMENTS (DISAPPROVAL)

PUBLIC COMMENTS (UNDECIDED)



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.

Vice-Chairman Tim Sennett 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.

Sabrina Mitchell swore in staff as well as anyone in the audience wishing to speak.

Commissioner Marshall called for the first case under new business be brought forward.

NEW BUSINESS

1. PUBLIC HEARING CASE # SPUD-20-287 – 1611 WEST MAIN STREET – SMALL PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, MODIFYING THE CONDITIONS OF APPROVAL FOR A SPUD (SMALL PLANNED UNIT DEVELOPMENT) ZONING ON APPROXIMATELY 0.21 +/- ACRES FOR PROPERTY GENERALLY LOCATED SOUTH OF WEST MAIN STREET AND EAST OF SOUTH MOSS STREET AS LEGALLY DESCRIBED IN SECTION 27, 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, MARCH 8, 2021 AND SECOND READING ON MONDAY, MARCH 22, 2021)** (1611 W Main)

Mr. Miller stated the first two cases the zonings are word for word and both are Small Planned Unit Developments.

Dan Miller introduced case number #SPUD-20-287 – 1611 West Main Street – Small Planned Unit Development and case number #SPUD-20-288 – 1807 West Main Street – Small Planned Unit Development into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

Mr. Miller gave a background and explanation of the subject property, location current zoning, requests and went over the (SPUD) Small Planned Unit Development zoning, and changes.

Kandi Harper utilized a power point presentation to demonstrate the area of the proposed site for both cases.

Department Review Summary: This case was sent out to all the different departments for review, no substantive comments, and one disapproval with no comment. Public responses no comments from the public.

Mr. Miller read the Staff Recommendations for the case into the record; Staff recommended approval.

Commissioner Marshall stated if any Commissioners have questions for Staff.

Commissioner Sanders expressed concern regarding the Small Planned Unit Development.

Mr. Miller gave a brief explanation of the (SPUD) Small Planned Unit Development, zoning category, owner's use, City taxes and utility fees, different uses; not allowed under existing zoning, growth; widening of West Main Street, over decades; less attractive; residential use, much more attractive; office use, apply zoning category; allow some form of positive development for the area.

Commissioner Marshall stated any questions from the public, and then closed the discussion from the public.

Commissioner Marshall entertained a motion, and then the voting took place.

Commissioner Sanders made a MOTION for APPROVAL of case # SPUD-20-287 – 1611 WEST MAIN STREET – SMALL PLANNED UNIT DEVELOPMENT Commissioner Fitzpatrick SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 5- 0.

Commissioner Marshall called for the second case under new business be brought forward.

2. PUBLIC HEARING CASE # SPUD-20-288 – 1807 WEST MAIN STREET – SMALL PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, MODIFYING THE CONDITIONS OF APPROVAL FOR A SPUD (SMALL PLANNED UNIT DEVELOPMENT) ON APPROXIMATELY 0.43 +/- ACRES FOR PROPERTY GENERALLY LOCATED SOUTH OF WEST MAIN STREET AND WEST OF OAKLAND STREET, AS LEGALLY DESCRIBED IN SECTION 27, 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, MARCH 8, 2021 AND SECOND READING ON MONDAY, MARCH 22, 2021)** (1807 W Main)

Mr. Miller stated this the second of the two cases the zonings are word for word and both are Small Planned Unit Developments, but different locations.

Mr. Miller gave a background and explanation of the subject property, location current zoning, requests and went over the (SPUD) Small Planned Unit Development zoning.

Kandi Harper utilized a power point presentation to demonstrate the area of the proposed site for both cases.

Department Review Summary: This case was sent out to all the different departments for review, no substantive comments, or objections from the departments. Public responses no comments from the public.

Mr. Miller read the Staff Recommendations for the case into the record; Staff recommended approval.

Commissioner Marshall stated if any discussion from the Commission.

Commissioner Marshall entertained a motion, and then the voting took place.

Vice-Chairman Sennett stated for the record the easement for utilities has already been done.

Commissioner Sanders made a MOTION for APPROVAL of case # SPUD-20-288 – 1807 WEST MAIN STREET – SMALL PLANNED UNIT DEVELOPMENT Commissioner Carter SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 5- 0.

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

DISCUSSION

None.

ANNOUNCEMENTS

Motion made to adjourn meeting by Commissioner Marshall and seconded by Commissioner Carter.

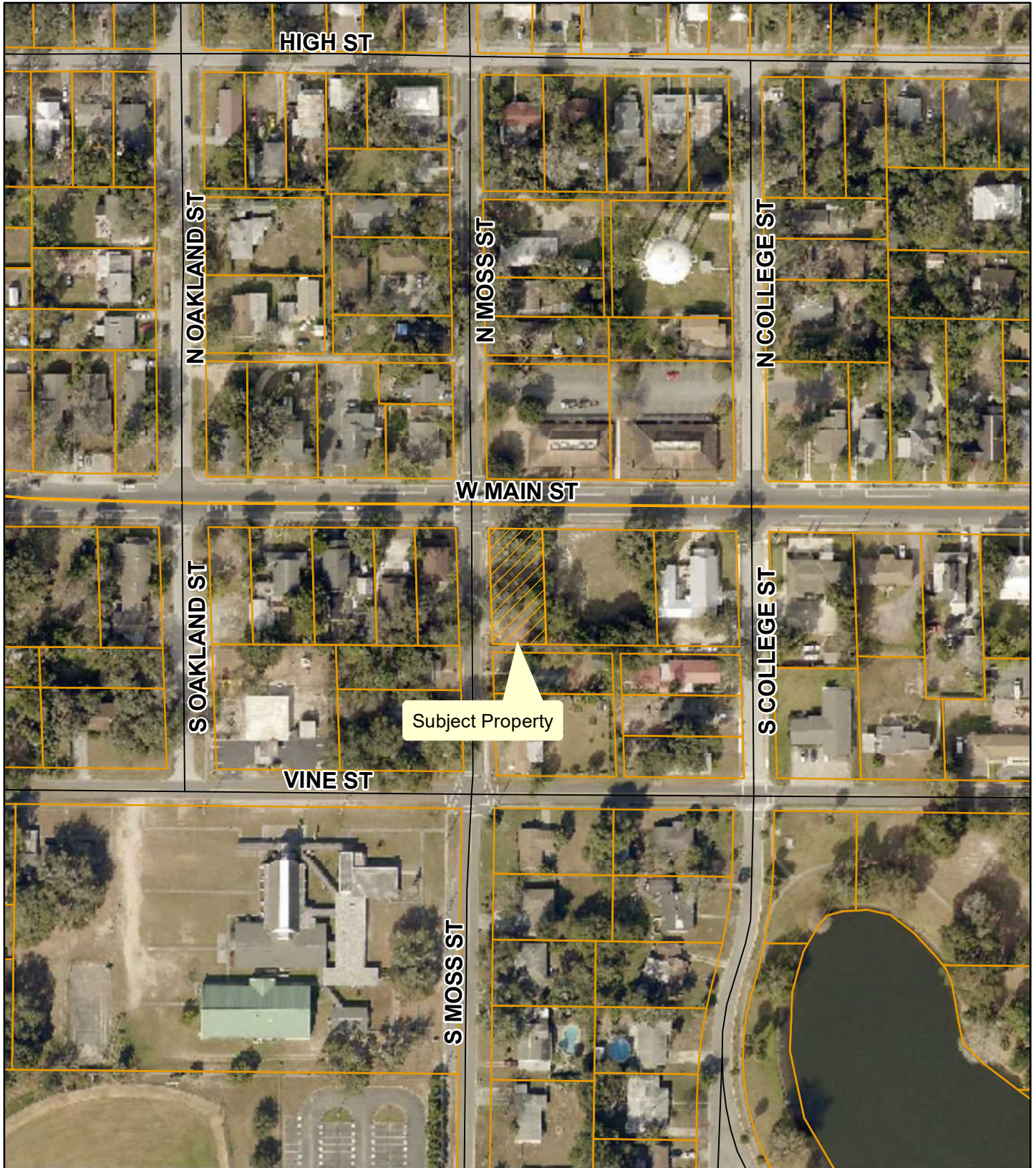
ADJOURNMENT

Approximately 5:35 p.m.

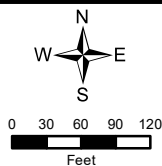
Tim Sennett, Vice-Chairman

Sabrina Mitchell, Administrative Assistant II

Aerial

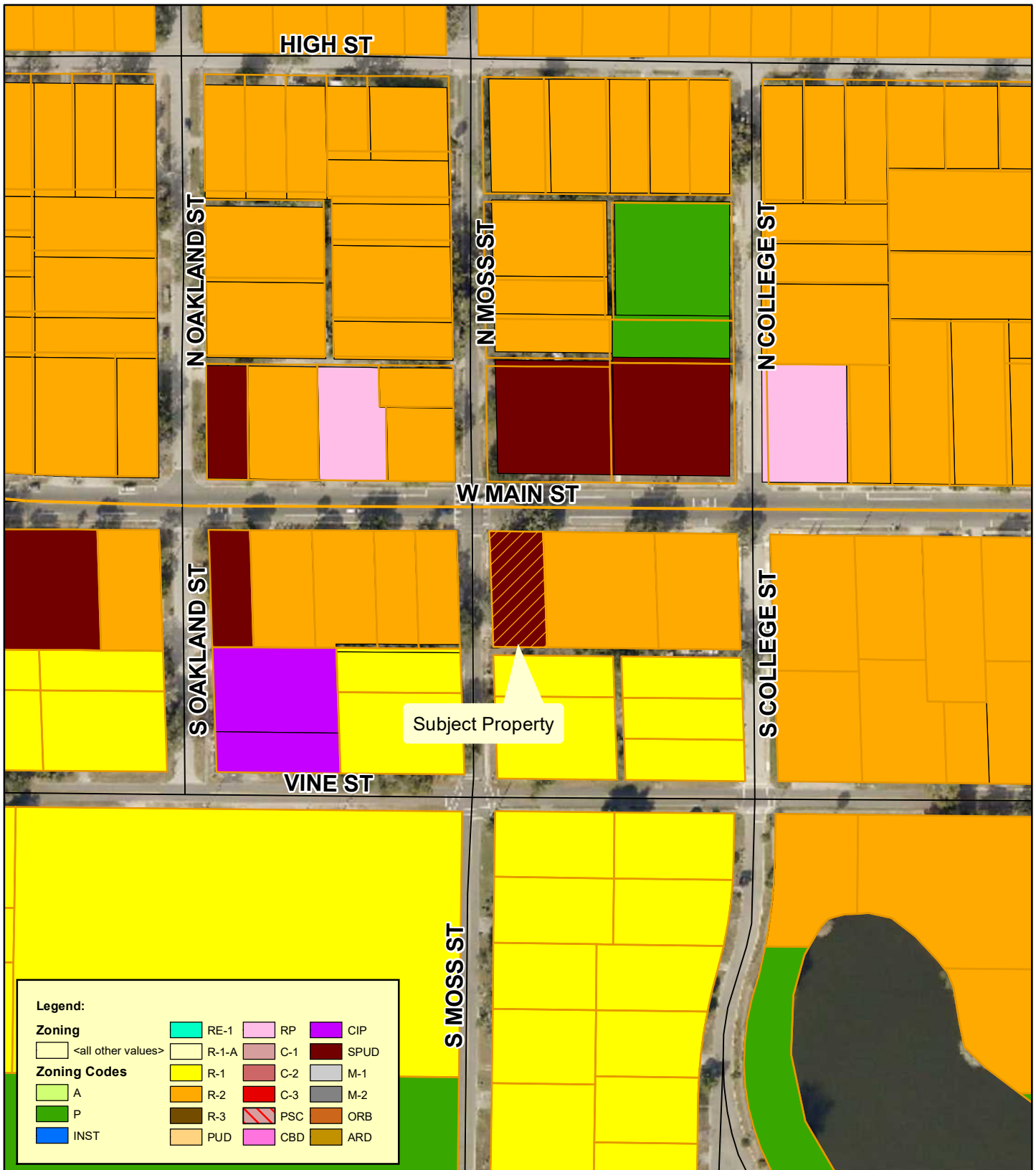


**Planning
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Division**

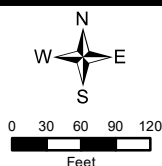


SPUD-20-287
1611 West Main Street
AK#: 1231876
Section 27, Township 19 South, Range 24 East
December 30, 2020

Zoning

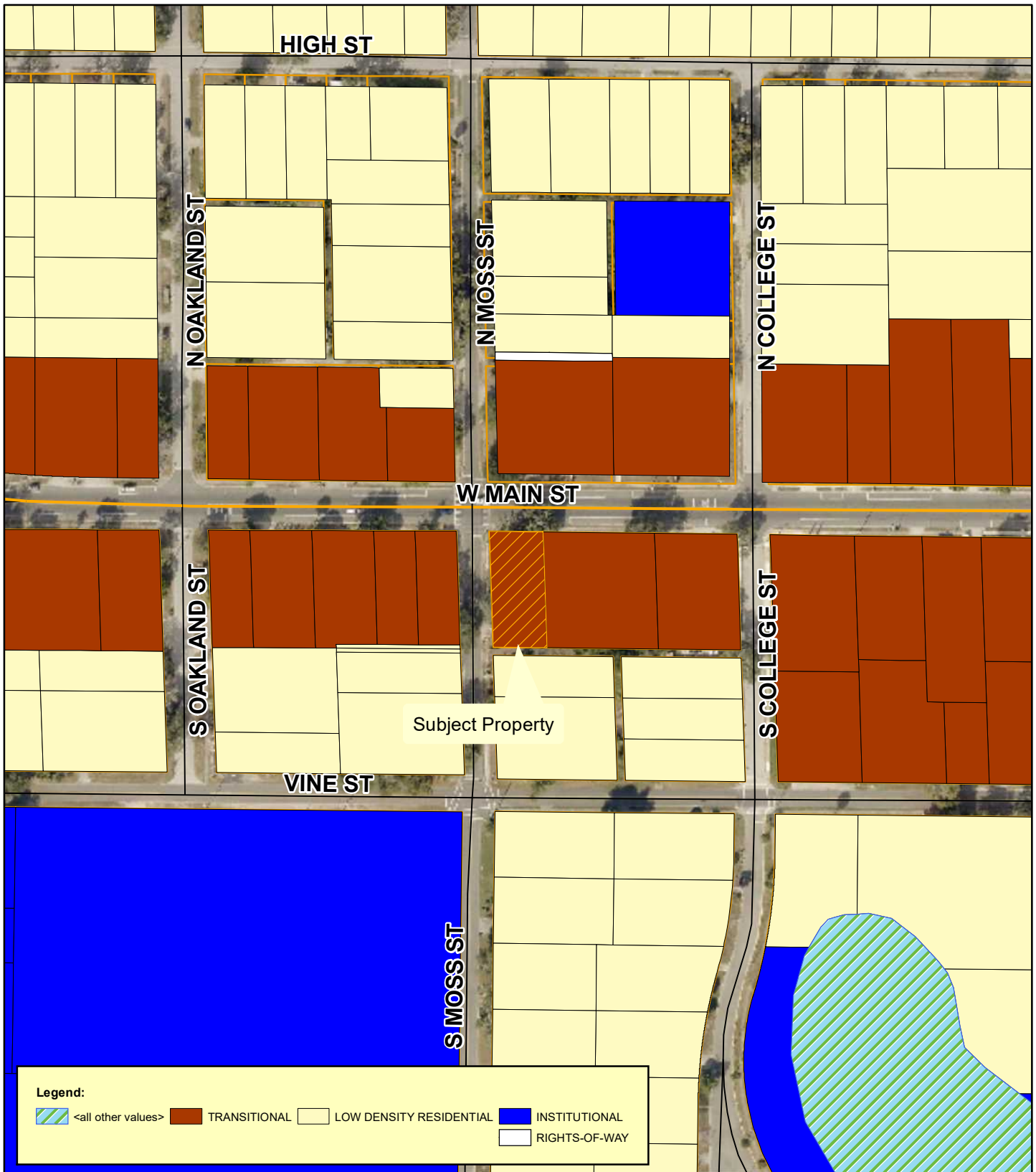


**Planning
& Zoning
Division**

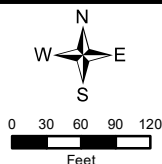


SPUD-20-287
1611 West Main Street
AK#: 1231876
Section 27, Township 19 South, Range 24 East
December 30, 2020

Future Land Use

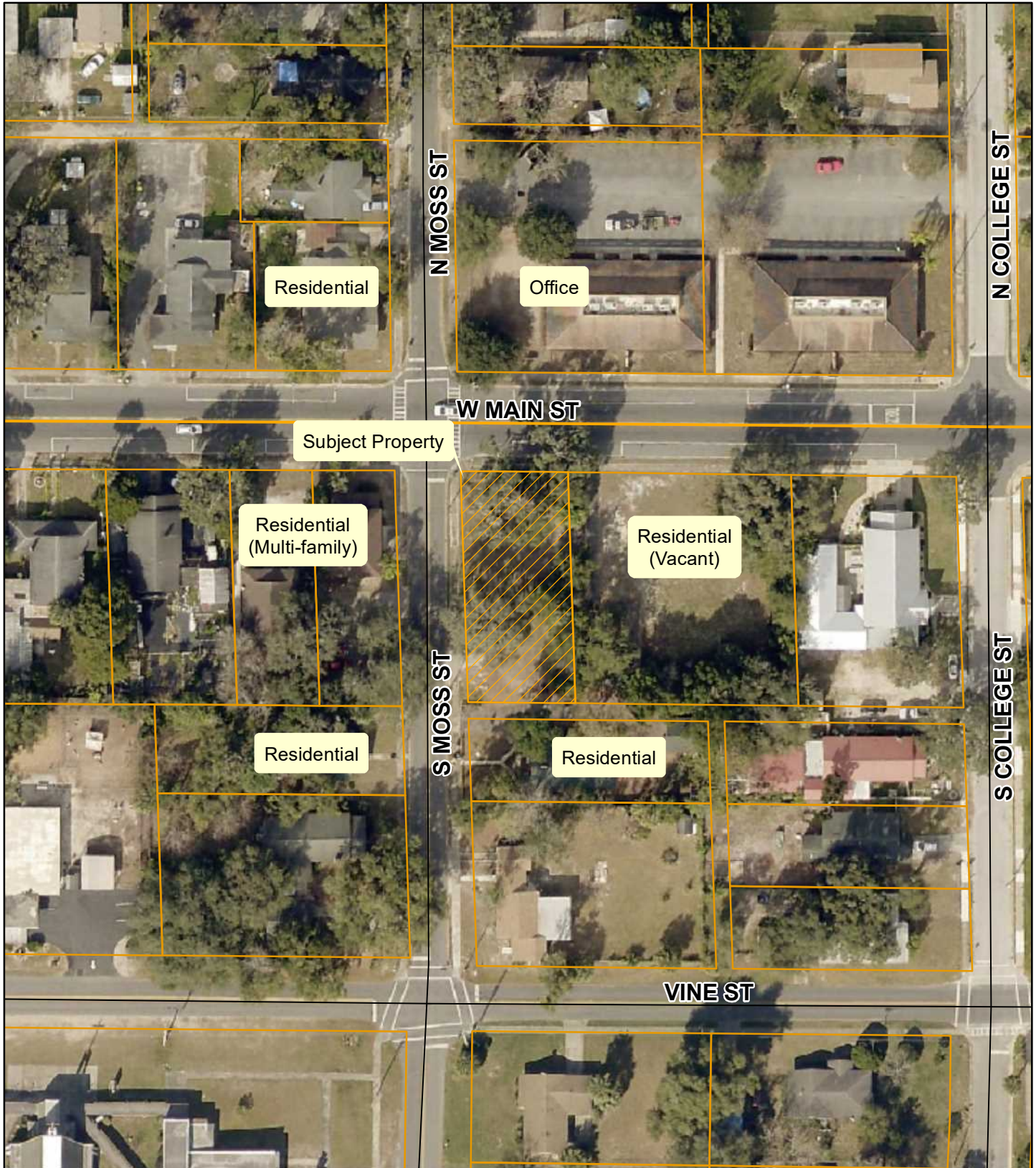


**Planning
& Zoning
Division**

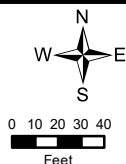


SPUD-20-287
1611 West Main Street
AK#: 1231876
Section 27, Township 19 South, Range 24 East
December 30, 2020

Surrounding Land Uses

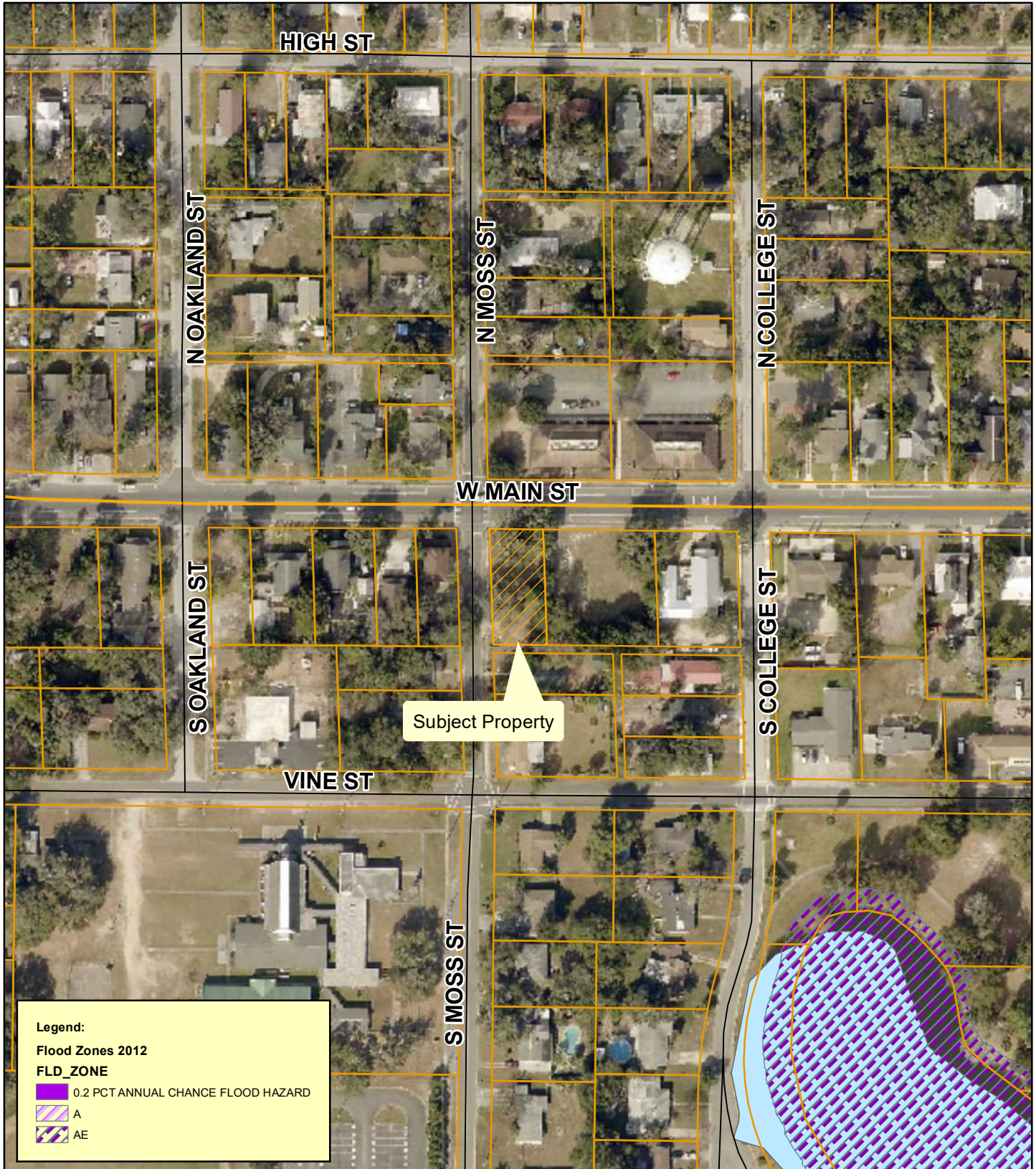


**Planning
& Zoning
Division**

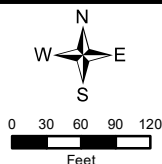


SPUD-20-287
1611 West Main Street
AK#: 1231876
Section 27, Township 19 South, Range 24 East
December 30, 2020

Wetlands and Flood Zones

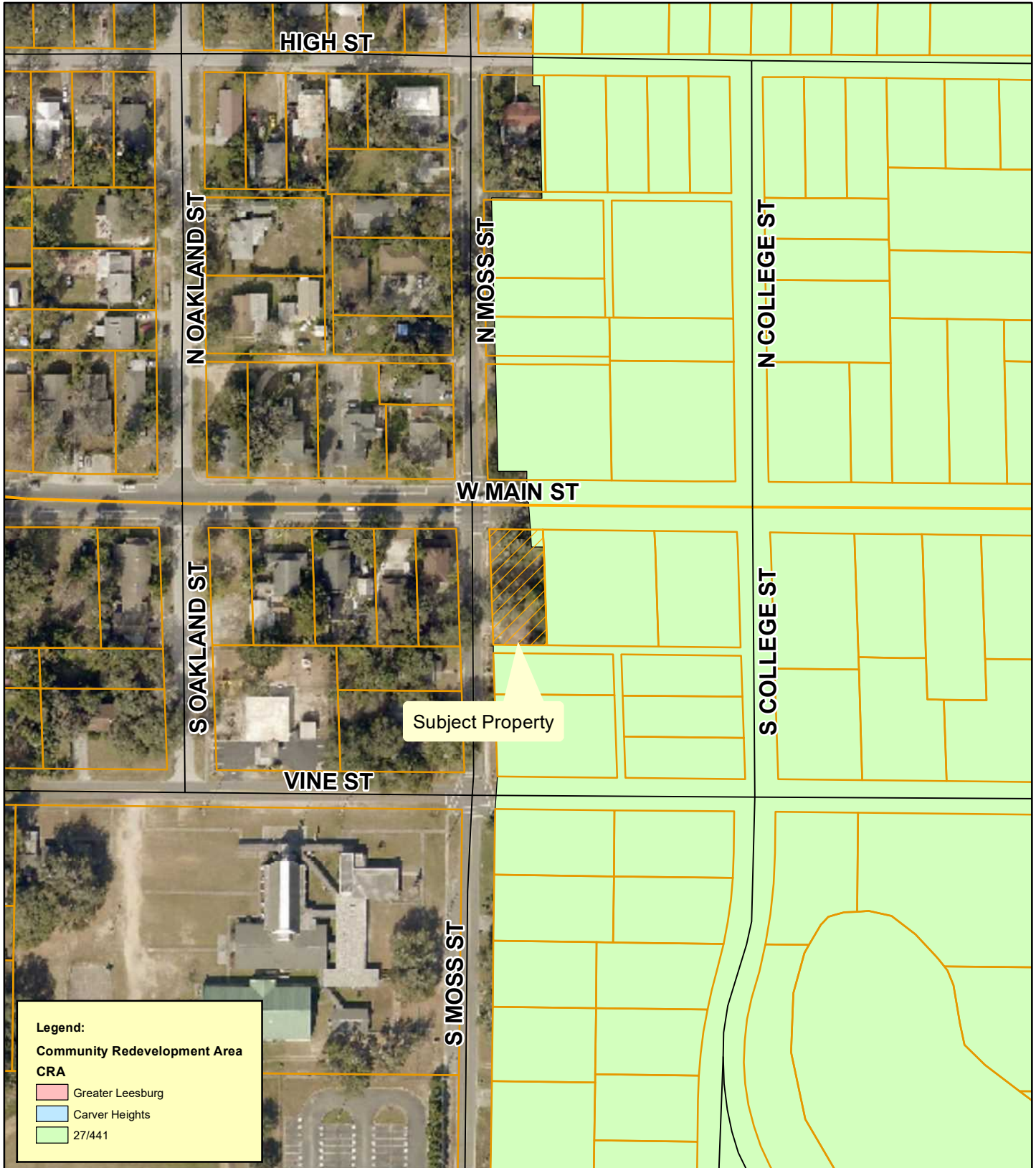


**Planning
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Division**

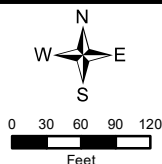


SPUD-20-287
1611 West Main Street
AK#: 1231876
Section 27, Township 19 South, Range 24 East
December 30, 2020

Community Redevelopment Area

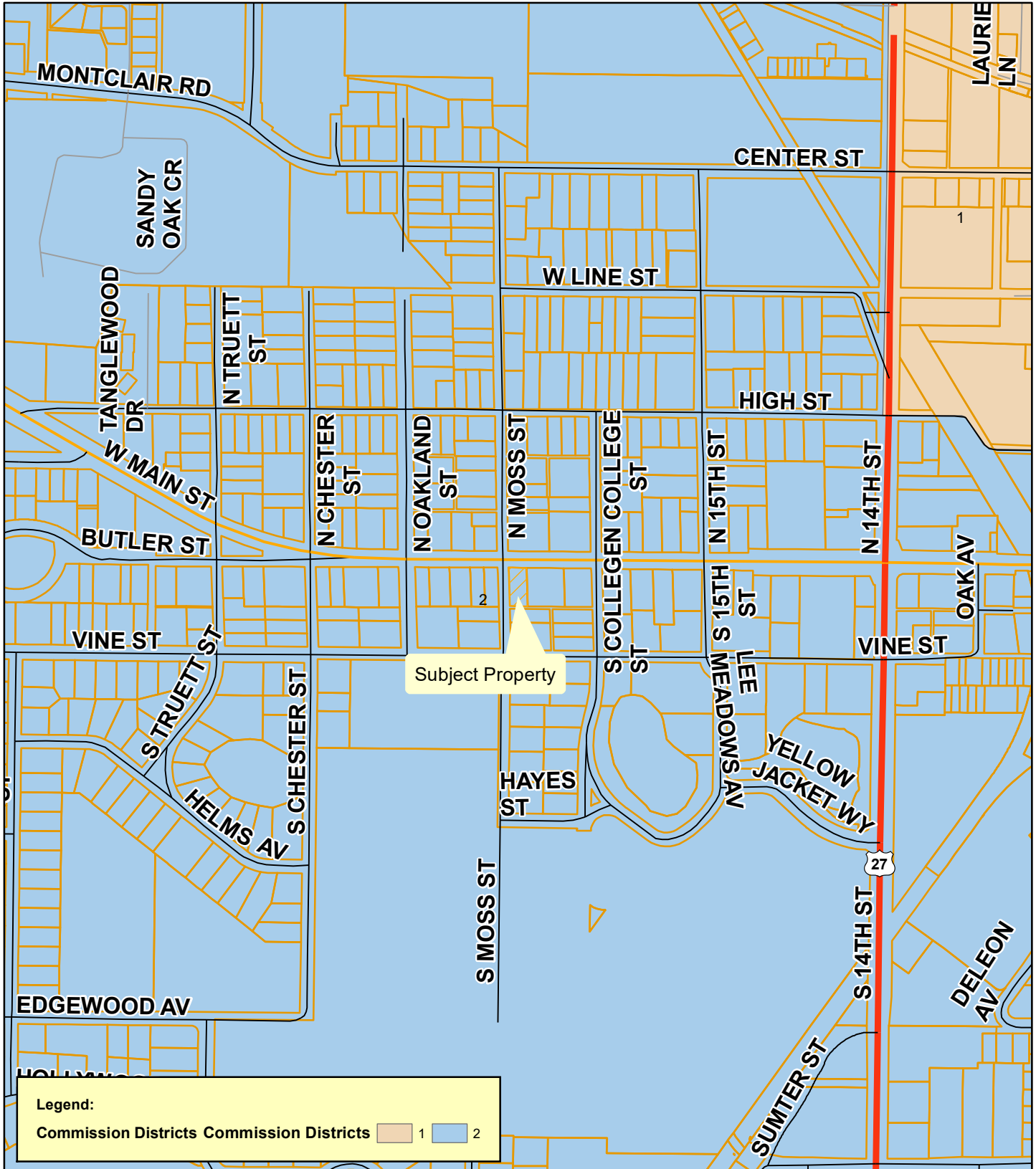


**Planning
& Zoning
Division**

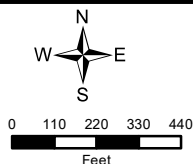


SPUD-20-287
1611 West Main Street
AK#: 1231876
Section 27, Township 19 South, Range 24 East
December 30, 2020

Commission District



**Planning
& Zoning
Division**



SPUD-20-287
 1611 West Main Street
 AK#: 1231876
 Section 27, Township 19 South, Range 24 East
 December 30, 2020



Posting Public Notice sign, taken from West Main Street south into the property.



Close-up of Public Notice sign.



Picture taken from subject property looking west along Main Street.



Picture taken from subject property looking north across Main Street.



Picture taken from subject property looking east along Main Street.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.5.

Meeting Date: March 22, 2021

From: Dan Miller, (Planning and Zoning Manager)

Subject: An Ordinance of the City of Leesburg, Florida, modifying the conditions of approval for a SPUD (Small Planned Unit Development) on approximately 0.43 acres, for property generally located south of West Main Street and west of Oakland Street, as legally described in Section 27, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the request to modify the SPUD (Small Planned Unit Development) conditions on the property at 1807 West Main Street.

Analysis:

The subject property is approximately 0.43 acres, and is generally located south of West Main Street and west of Oakland Street as shown on the attached maps. At this time, the property is vacant and undeveloped. The current zoning allows for light commercial and office uses; the request adds houses of worship uses, multi-family and live-work units. The current future land use is transitional, the surrounding land uses are residential and office uses. City of Leesburg utilities are available to this site. This request does not appear to create a detriment to the surrounding properties.

The Planning Commission held a public hearing on the application on January 21, 2021 and recommended approval by a vote of 5 to 0.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to SPUD; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

A small positive fiscal impact in the form of ad valorem taxes and utility fees is anticipated as a result of this action.

Submission Date and Time:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, MODIFYING THE CONDITIONS OF APPROVAL FOR A SPUD (SMALL PLANNED UNIT DEVELOPMENT) ON APPROXIMATELY 0.43 ACRES, FOR PROPERTY GENERALLY LOCATED SOUTH OF WEST MAIN STREET AND WEST OF OAKLAND STREET, AS LEGALLY DESCRIBED IN SECTION 27, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1.

Based upon the petition of Timothy H. Sennett, P.O. Box 491308, Leesburg, Florida, 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 22nd day of March 2021.

THE CITY OF LEESBURG

Mayor

ATTEST:

City Clerk

SENNETT – 1611 W. MAIN STREET
SPUD (SMALL PLANNED UNIT DEVELOPMENT) AMENDMENT
PLANNED DEVELOPMENT CONDITIONS
January 21, 2020

These Planned Development Conditions for a SPUD (Small Planned Unit Development) District are granted by the City of Leesburg Planning Commission, Lake County, Florida to Tim Sennett, "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 permit professional offices with accessory uses as permitted by these conditions on an approximately .21 +/- acre site within the City of Leesburg in accordance with their Planned Development application and supplemental information.

1. PERMISSION

Permission is hereby granted to Tim Sennett 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 southwest corner of W. Main Street and Moss 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

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.

A. Uses

- 1) Uses shall be those listed as permitted uses in this document and shall occupy the approximate area as shown on the Conceptual Plan dated January 21, 2021,
- 2) Uses shall be those listed for the C-1 (Neighborhood Commercial) uses in the Land Development Code as a permitted use except as added or limited by this SPUD. Uses may be limited based on parking requirements. Other permitted uses shall include:
 - a. Houses of worship uses
 - b. multi-family uses
 - c. live-work units

B. Uses prohibited shall be as follows:

- 1) convenience store with or without gas pumps
- 2) recreation uses - indoor and outdoor

- 3) bars and lounges
- 4) clubs and lodges
- 5) package stores
- ~~6) places of worship~~
- ~~7) educational facilities~~
- 8) transient accommodations
- 9) crematoriums and funeral parlors
- 10) vehicle repair, service and sales
- 11) restaurants
- ~~12) multi-family residential~~
- 13) check cashing stores
- 14) thrift stores
- 15) tattoo parlors

C. Area

The Impervious surface coverage for this site shall not exceed eighty (80) percent of the gross site area.

D. Open Space

A minimum of twenty (20) 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 Moss Street. If additional access is requested, approval shall be subject to the City of Leesburg SPUD amendment and Site Plan Application review process.

5. DEVELOPMENT STANDARDS

- A. The minimum development standards shall be those required for the SPUD district except as amended by these conditions and as represented on the Conceptual Site Plan.
- B. All operations shall be carried on entirely within an enclosed structure, except as permitted under accessory uses of Section 25-284, City of Leesburg Code of Ordinances, as amended.
- C. No outdoor storage areas shall be permitted.
- D. Areas of property not occupied by structures or paving shall be grassed, landscaped and maintained in accordance with City of Leesburg Code of Ordinances, as amended.

6. 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. In addition, available on street parking shall be permitted as required parking.

7. WETLANDS

- A. Wetlands shall comply with the following requirements. 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).

8. 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.

9. TRANSPORTATION

- A. Permittee shall make all transportation improvements as required by Lake County, the MPO and the City of Leesburg. Construction of improvements shall be contingent upon plan approval by City of Leesburg staff during development review/permit application, if applicable.
- B. A transportation study waiver may be requested from the MPO exempting the project based on the previous use of the property and substantiation of minimum change in traffic impacts.

10. LANDSCAPING AND BUFFER REQUIREMENTS

- A. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances and as represented on the Conceptual Site Plan including;
- 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 City of Leesburg Code of Ordinances, as amended.
 - 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.

11. MAINTENANCE

- A. With the exception of public utilities and sidewalks, maintenance of all site improvements, including but not limited to drives, internal sidewalks, landscaping and drainage shall be the responsibility of the owner.

12. DESIGN REQUIREMENTS

- A. Exterior building materials contribute significantly to the visual impact of a building on the community. They shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
 - 1) At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 - 2) At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
 - 3) All textured stucco, provided there are unique design features such as recessed garages, tile or metal roofs, arched windows etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Community Development Director for compliance
- B. Other Features
 - 1) Other similar design variations meeting the intent of this section may be approved at the discretion of the Community Development Director.

13. DEVELOPMENT PHASING

- A. The proposed project may be constructed in phases in accordance with the 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 SPUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These SPUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition herein set out.

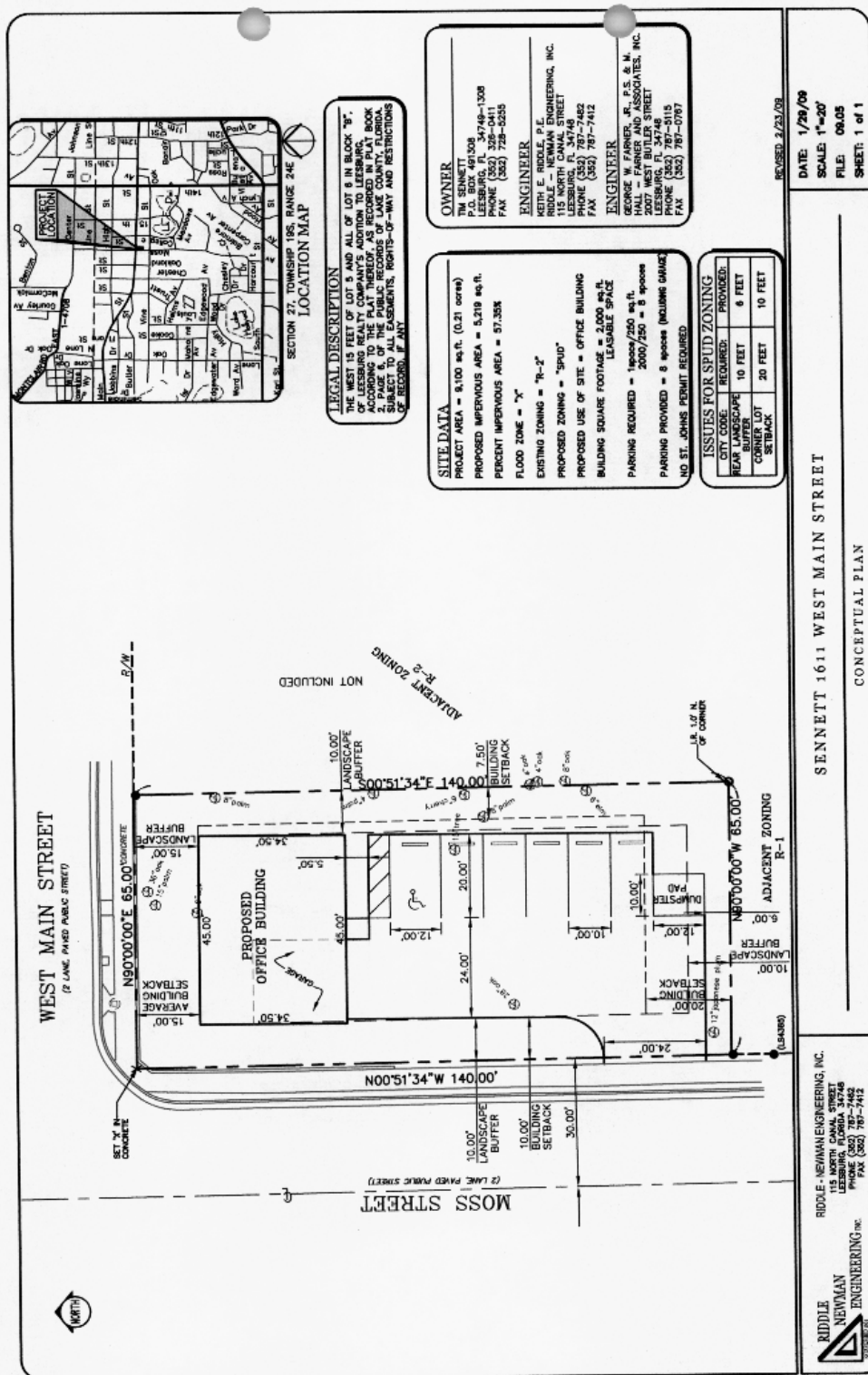
15. UTILITIES

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 - Commitment of Capacity
There are no previous commitments of any existing or planned excess capacity.
- B. 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**

THE WEST 15 FEET OF LOT 5 AND ALL OF LOT 6 BLOCK "B", LEESBURG REALTY COMPANY'S ADDITION TO LEESBURG, ACCORDING TO THE MAP THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 6 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.





**CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS**

DATE: January 21, 2021
OWNER: Timothy H. Sennett
PETITIONER: Timothy H. Sennett
PROJECT: 1611 West Main Street
REQUEST: SPUD (Small Planned Unit Development)
CASE NO.: SPUD-20-287

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 the surrounding adjacent properties having zoning designations of R-1 (Low Density Residential) and R-2 (Medium Density Residential).
2. The Future Land Use designation of Transitional is compatible with surrounding adjacent properties having Transitional and Low Density Residential future land use designations.
3. The proposed request is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve this request to rezone the subject property from SPUD (Small Planned Unit Development) to SPUD (Small Planned Unit Development) and forward the recommendation to the City Commission for consideration.

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

DATE: January 21, 2021
OWNER: Timothy H. Sennett
PETITIONER: Timothy H. Sennett
PROJECT: 1611 W. Main SPUD
REQUEST: SPUD (Small Planned Unit Development)
CASE NO.: PUD-20-287

GENERAL LOCATION: The property is generally located at southeast corner of West Main Street and Moss Avenue.

FUTURE LAND USE DESIGNATION:
Transitional

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Transitional
South – Low Density Residential
East – Transitional
West – Transitional

PROPOSED FUTURE LAND USE DESIGNATION:
N/A

EXISTING ZONING DESIGNATION:
SPUD (Small Planned Unit Development)

SURROUNDING ZONING DESIGNATIONS:
North – SPUD (Small Planned Unit Development); R-2 (Medium Density Residential)
South – R-1 (Low Density Residential)
East – R-2 (Medium Density Residential)
West – R-2 (Medium Density Residential)

PROPOSED ZONING DESIGNATION:
SPUD (Small Planned Unit Development)

EXISTING LAND USE:
Vacant

SURROUNDING LAND USE:
North – Office; Residential
South – Residential
East – Residential (vacant)
West – Residential

PROPOSED LAND USE: Offices

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

DATE: January 6, 2021
OWNER: Timothy H. Sennett
PETITIONER: Timothy H. Sennett
PROJECT: 1611 West Main Street
REQUEST: SPUD (Small Planned Unit Development)
CASE NO.: SPUD-20-287

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. At the time of the DRC, we will require utility easements to be granted to Leesburg. All electric has to be underground as well. 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

Public Works has no issue with this. Cliff Kelsey 1/7/21

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

The applicant is proposing a professional office (non-residential) use. Nonresidential uses are not subject to school concurrency review. Helen LaValley 1/12/21

PUBLIC RESPONSES

Approval

No comments received as of 1/15/21

Disapproval

1 disapproval with no comments.

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL)

PUBLIC COMMENTS (DISAPPROVAL)

PUBLIC COMMENTS (UNDECIDED)



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.

Vice-Chairman Tim Sennett 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.

Sabrina Mitchell swore in staff as well as anyone in the audience wishing to speak.

Commissioner Marshall called for the first case under new business be brought forward.

NEW BUSINESS

1. PUBLIC HEARING CASE # SPUD-20-287 – 1611 WEST MAIN STREET – SMALL PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, MODIFYING THE CONDITIONS OF APPROVAL FOR A SPUD (SMALL PLANNED UNIT DEVELOPMENT) ZONING ON APPROXIMATELY 0.21 +/- ACRES FOR PROPERTY GENERALLY LOCATED SOUTH OF WEST MAIN STREET AND EAST OF SOUTH MOSS STREET AS LEGALLY DESCRIBED IN SECTION 27, 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, MARCH 8, 2021 AND SECOND READING ON MONDAY, MARCH 22, 2021)** (1611 W Main)

Mr. Miller stated the first two cases the zonings are word for word and both are Small Planned Unit Developments.

Dan Miller introduced case number #SPUD-20-287 – 1611 West Main Street – Small Planned Unit Development and case number #SPUD-20-288 – 1807 West Main Street – Small Planned Unit Development into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

Mr. Miller gave a background and explanation of the subject property, location current zoning, requests and went over the (SPUD) Small Planned Unit Development zoning, and changes.

Kandi Harper utilized a power point presentation to demonstrate the area of the proposed site for both cases.

Department Review Summary: This case was sent out to all the different departments for review, no substantive comments, and one disapproval with no comment. Public responses no comments from the public.

Mr. Miller read the Staff Recommendations for the case into the record; Staff recommended approval.

Commissioner Marshall stated if any Commissioners have questions for Staff.

Commissioner Sanders expressed concern regarding the Small Planned Unit Development.

Mr. Miller gave a brief explanation of the (SPUD) Small Planned Unit Development, zoning category, owner's use, City taxes and utility fees, different uses; not allowed under existing zoning, growth; widening of West Main Street, over decades; less attractive; residential use, much more attractive; office use, apply zoning category; allow some form of positive development for the area.

Commissioner Marshall stated any questions from the public, and then closed the discussion from the public.

Commissioner Marshall entertained a motion, and then the voting took place.

Commissioner Sanders made a MOTION for APPROVAL of case # SPUD-20-287 – 1611 WEST MAIN STREET – SMALL PLANNED UNIT DEVELOPMENT Commissioner Fitzpatrick SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 5- 0.

Commissioner Marshall called for the second case under new business be brought forward.

2. PUBLIC HEARING CASE # SPUD-20-288 – 1807 WEST MAIN STREET – SMALL PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, MODIFYING THE CONDITIONS OF APPROVAL FOR A SPUD (SMALL PLANNED UNIT DEVELOPMENT) ON APPROXIMATELY 0.43 +/- ACRES FOR PROPERTY GENERALLY LOCATED SOUTH OF WEST MAIN STREET AND WEST OF OAKLAND STREET, AS LEGALLY DESCRIBED IN SECTION 27, 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, MARCH 8, 2021 AND SECOND READING ON MONDAY, MARCH 22, 2021)** (1807 W Main)

Mr. Miller stated this the second of the two cases the zonings are word for word and both are Small Planned Unit Developments, but different locations.

Mr. Miller gave a background and explanation of the subject property, location current zoning, requests and went over the (SPUD) Small Planned Unit Development zoning.

Kandi Harper utilized a power point presentation to demonstrate the area of the proposed site for both cases.

Department Review Summary: This case was sent out to all the different departments for review, no substantive comments, or objections from the departments. Public responses no comments from the public.

Mr. Miller read the Staff Recommendations for the case into the record; Staff recommended approval.

Commissioner Marshall stated if any discussion from the Commission.

Commissioner Marshall entertained a motion, and then the voting took place.

Vice-Chairman Sennett stated for the record the easement for utilities has already been done.

Commissioner Sanders made a MOTION for APPROVAL of case # SPUD-20-288 – 1807 WEST MAIN STREET – SMALL PLANNED UNIT DEVELOPMENT Commissioner Carter SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 5- 0.

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

DISCUSSION

None.

ANNOUNCEMENTS

Motion made to adjourn meeting by Commissioner Marshall and seconded by Commissioner Carter.

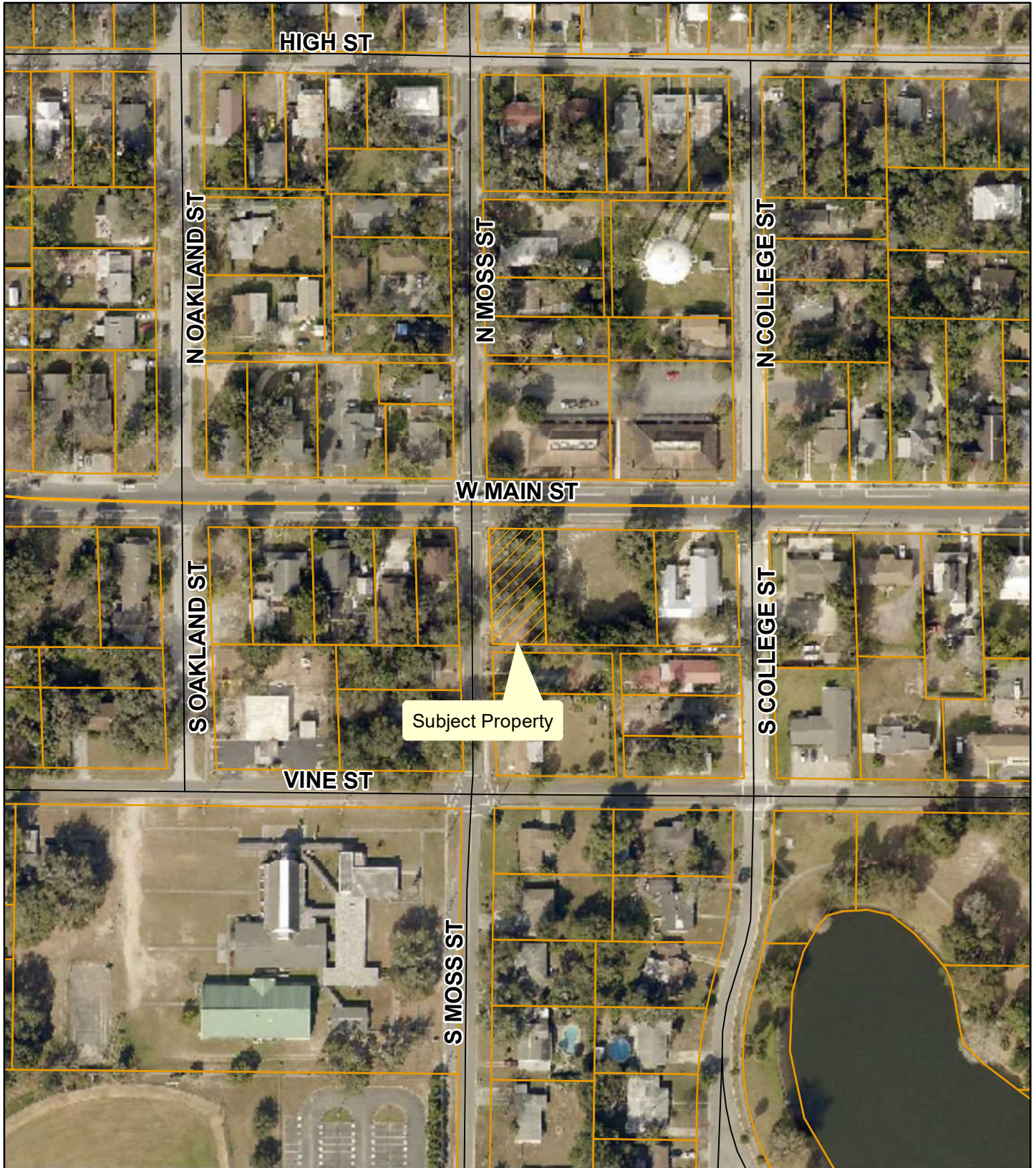
ADJOURNMENT

Approximately 5:35 p.m.

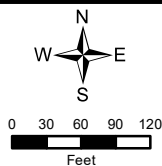
Tim Sennett, Vice-Chairman

Sabrina Mitchell, Administrative Assistant II

Aerial

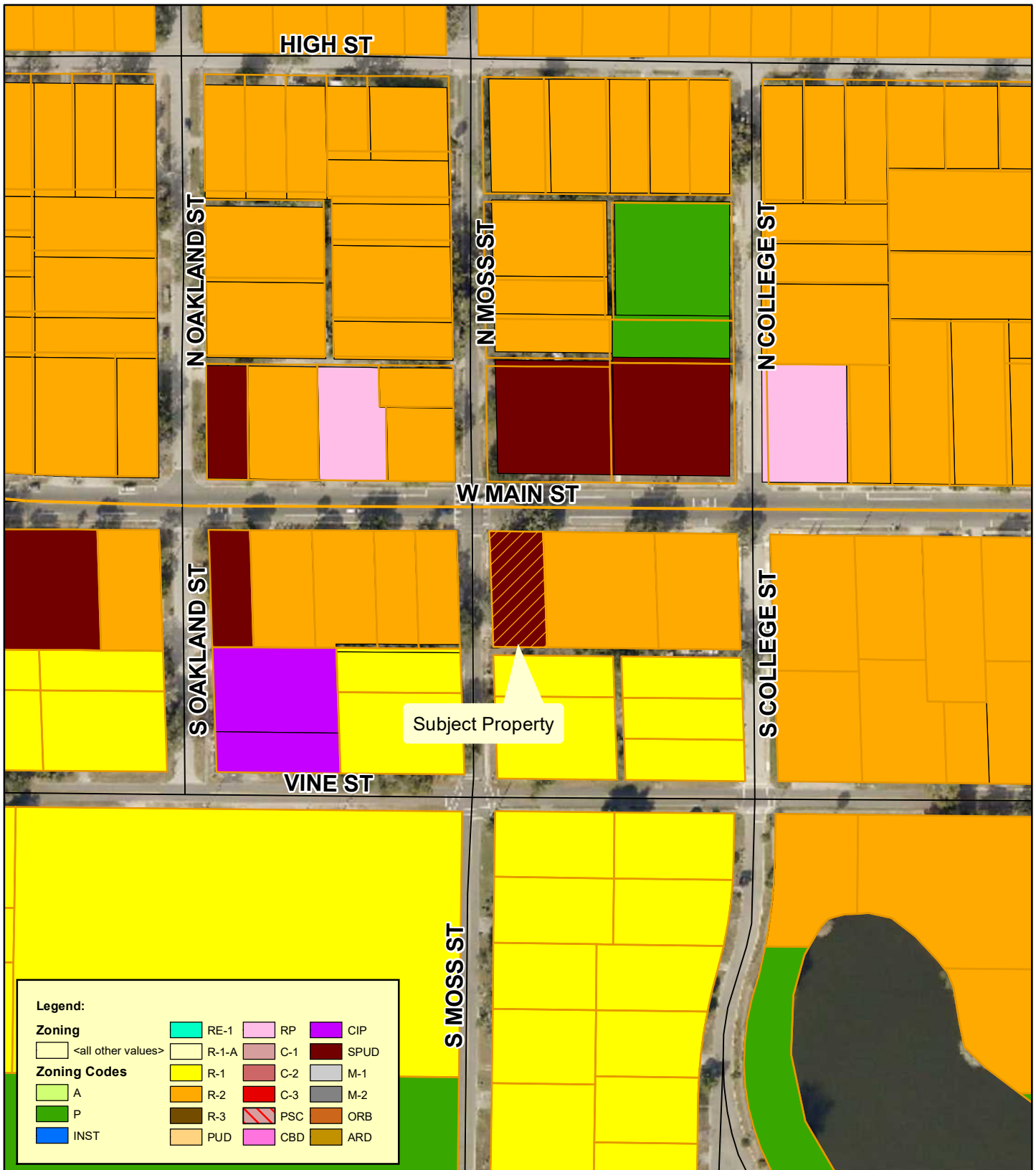


**Planning
& Zoning
Division**

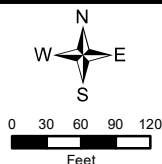


SPUD-20-287
1611 West Main Street
AK#: 1231876
Section 27, Township 19 South, Range 24 East
December 30, 2020

Zoning

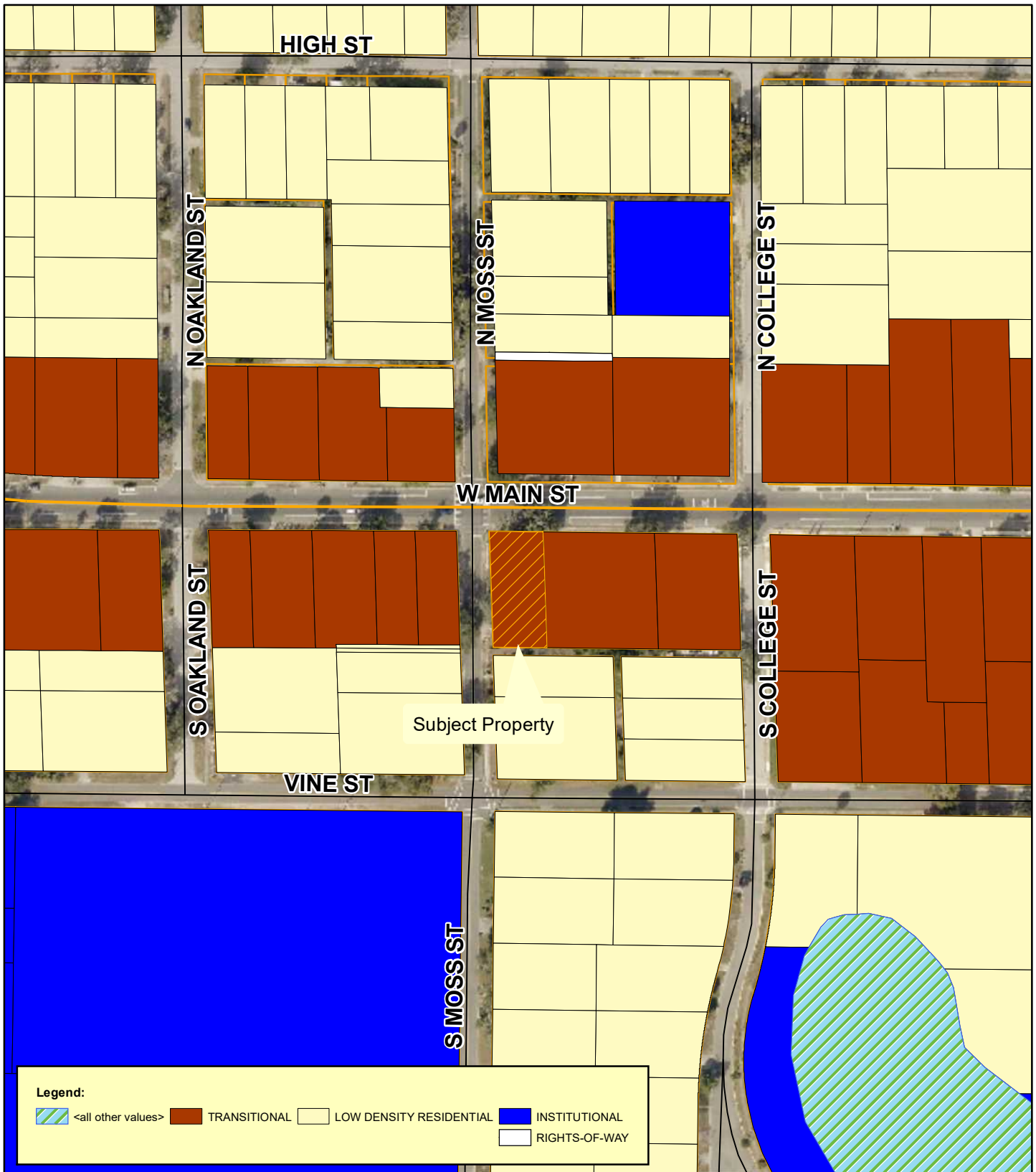


**Planning
& Zoning
Division**

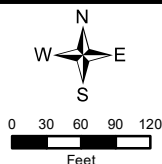


SPUD-20-287
1611 West Main Street
AK#: 1231876
Section 27, Township 19 South, Range 24 East
December 30, 2020

Future Land Use

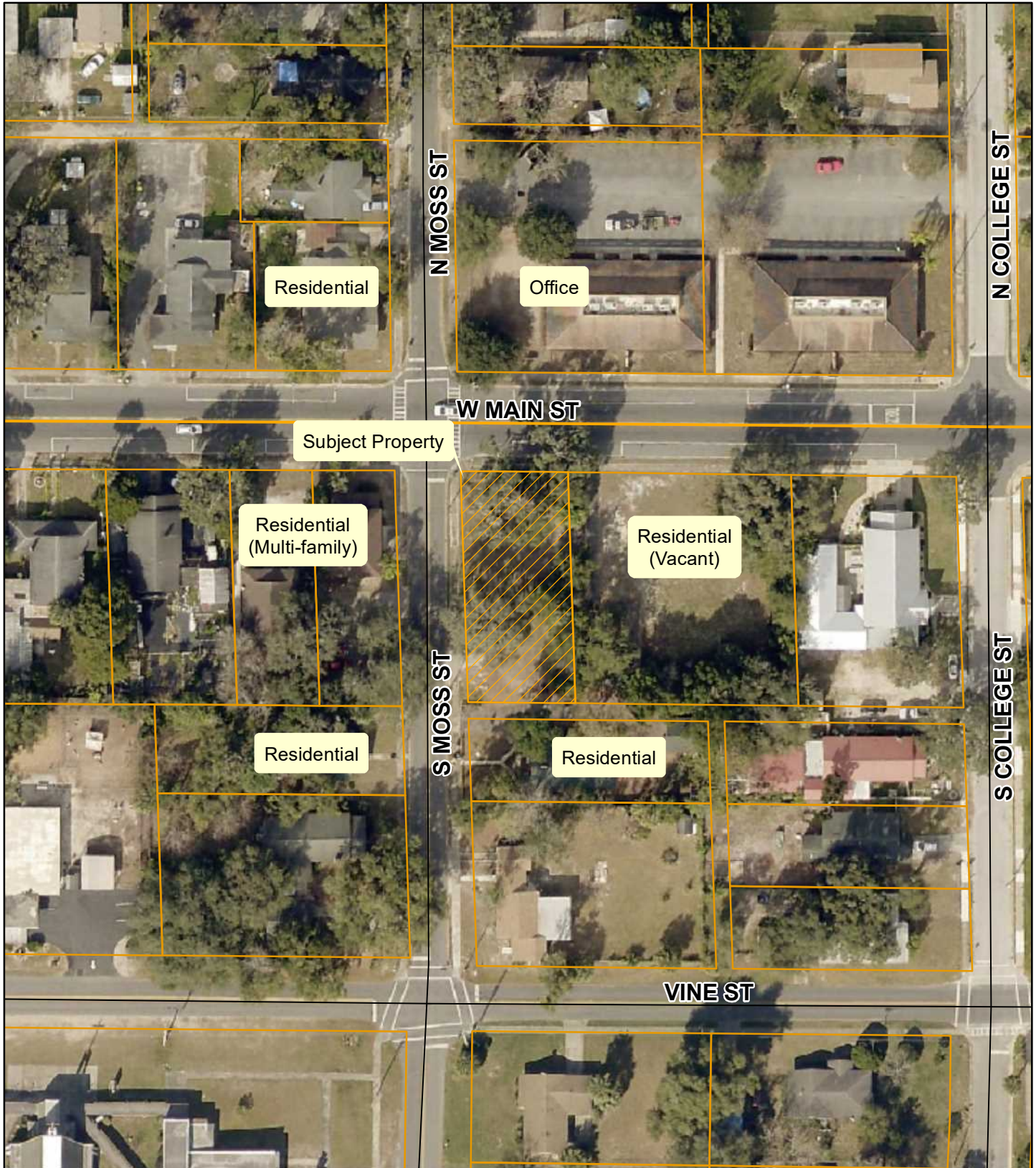


**Planning
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Division**

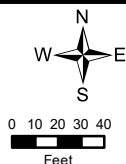


SPUD-20-287
1611 West Main Street
AK#: 1231876
Section 27, Township 19 South, Range 24 East
December 30, 2020

Surrounding Land Uses

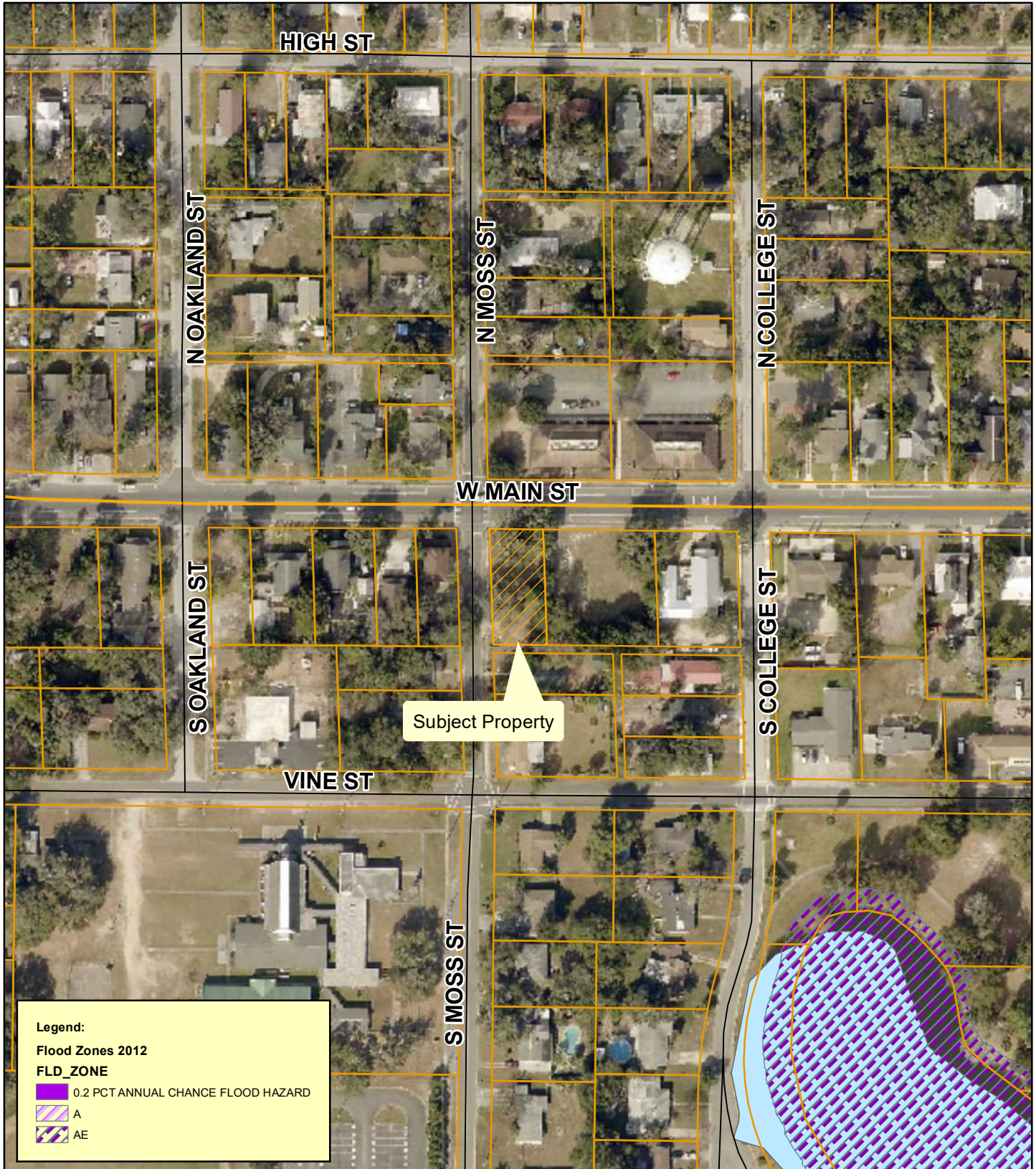


**Planning
& Zoning
Division**

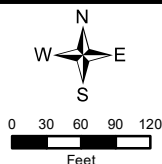


SPUD-20-287
1611 West Main Street
AK#: 1231876
Section 27, Township 19 South, Range 24 East
December 30, 2020

Wetlands and Flood Zones

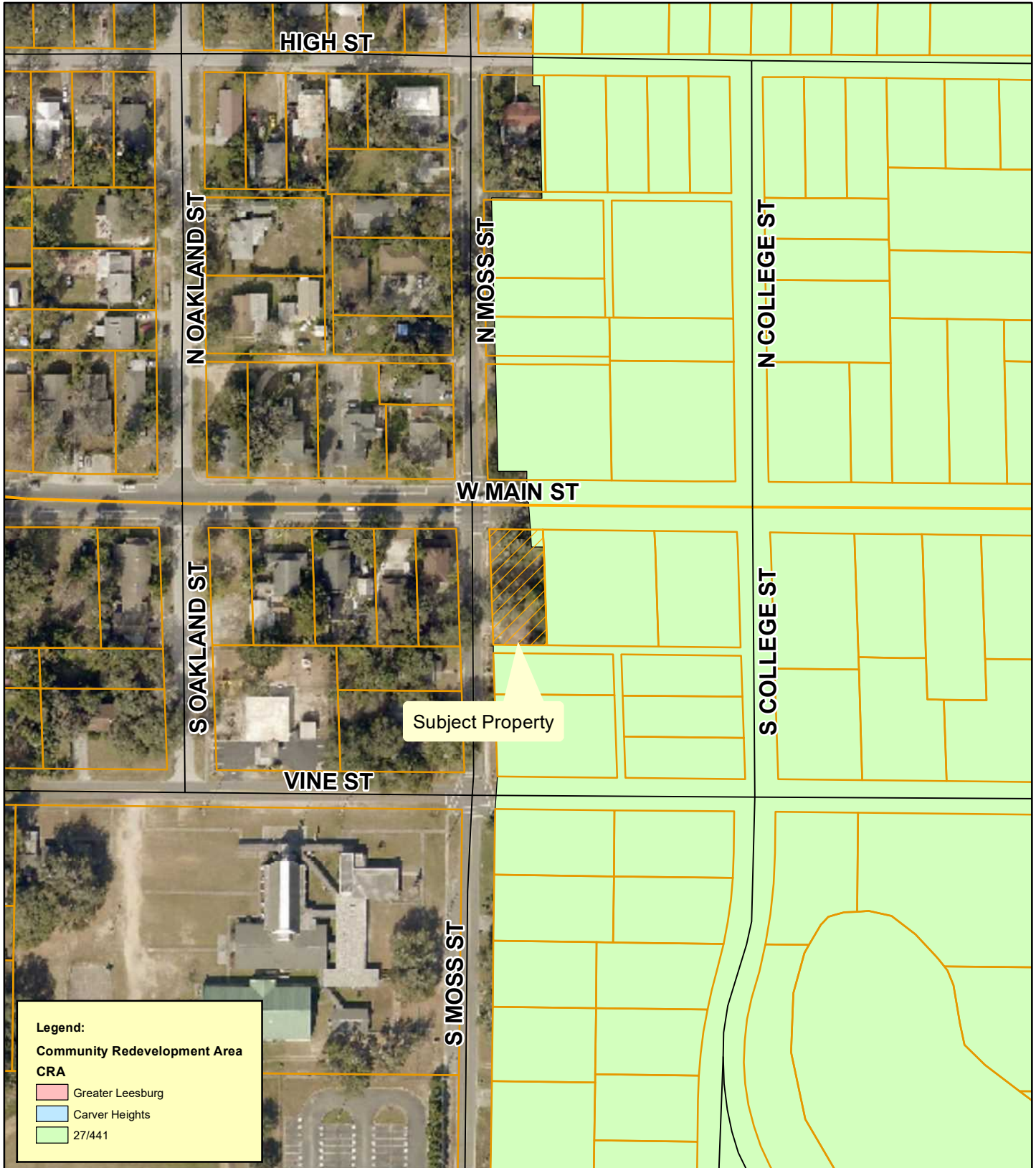


**Planning
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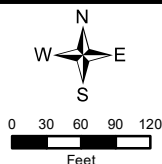


SPUD-20-287
1611 West Main Street
AK#: 1231876
Section 27, Township 19 South, Range 24 East
December 30, 2020

Community Redevelopment Area

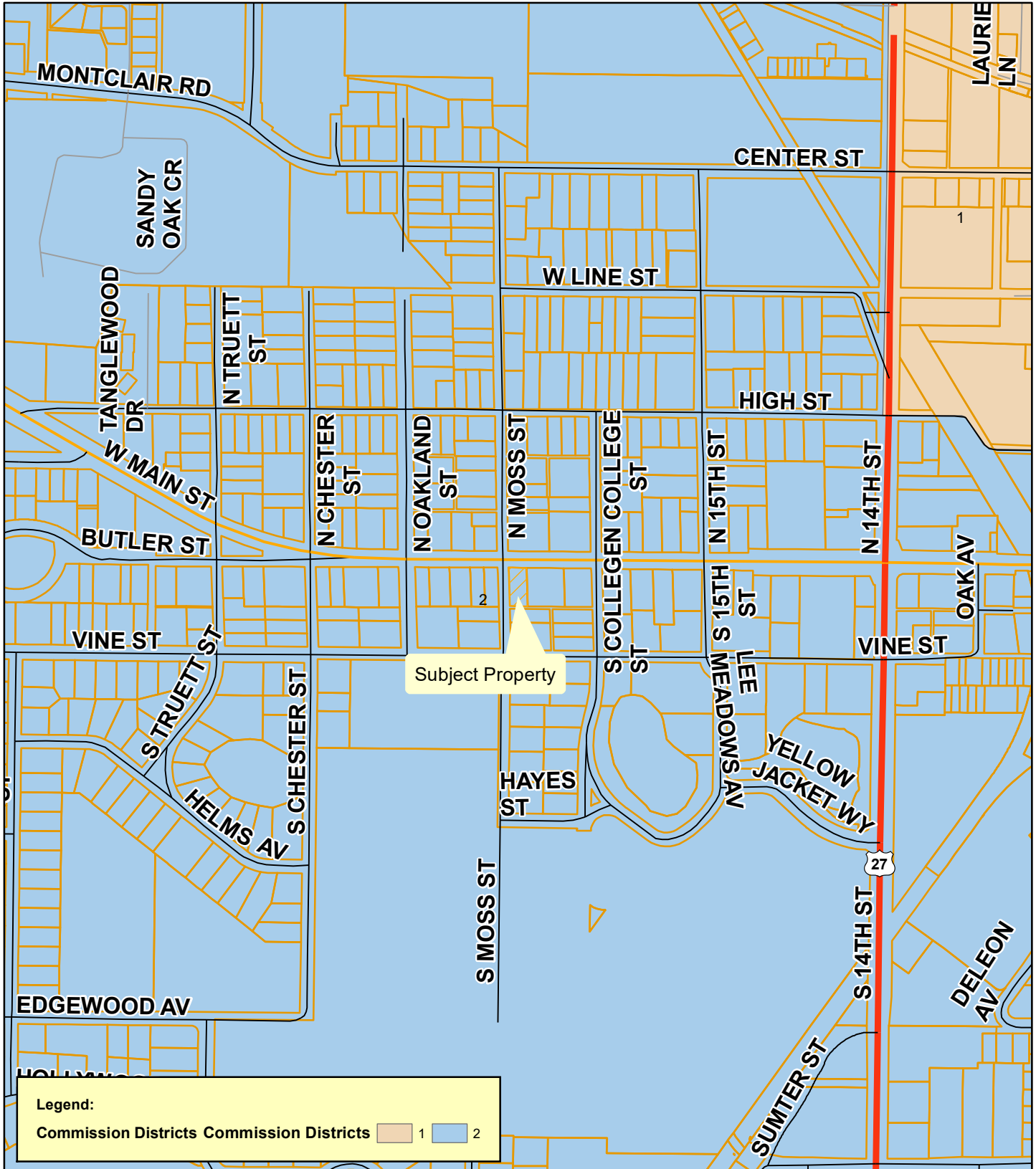


**Planning
& Zoning
Division**

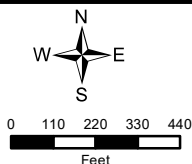


SPUD-20-287
1611 West Main Street
AK#: 1231876
Section 27, Township 19 South, Range 24 East
December 30, 2020

Commission District



**Planning
& Zoning
Division**



SPUD-20-287
1611 West Main Street
AK#: 1231876
Section 27, Township 19 South, Range 24 East
December 30, 2020



Public Notice posting on subject property from West Main Street looking south into the property.



Public Notice posting close-up of sign.



Looking west along West Main Street from the subject property.



Looking north from subject property across West Main Street.



Looking east from subject property along West Main Street.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.6.

Meeting Date: March 22, 2021

From: Dan Miller, (Planning and Zoning Manager)

Subject: An Ordinance of the City of Leesburg, Florida, rezoning approximately 0.28 acres from C-1 (Neighborhood Commercial) to SPUD (Small Planned Unit Development) to allow for a mechanic shop for a property generally located north of West Main Street and west of Lone Oak Drive as Legally described in Section 27, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the request to rezone to SPUD (Small Planned Unit Development) to allow a small mechanic shop on the subject property.

Analysis:

The subject property is approximately 0.28 acres, and is generally located north of West Main Street and west of Lone Oak Drive, as shown on the attached maps.

At this time, the property is developed with a single family home and large garage area. The current Future Land Use is General Commercial, and the zoning is C-1 (Neighborhood Commercial). The request is to allow a small engine (motorcycle) repair shop in the detached garage. The surrounding uses include Lone Oak Cemetery to the north, vacant commercial to the north and west and a church/school to the east. City of Leesburg utilities are available to this site. The SPUD conditions include provisions for noise, fence and planting buffers.

The Planning Commission held a public hearing on the application on January 21, 2021 and recommended approval by a vote of 6 to 0.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to SPUD; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

The fiscal impact from the action would be minimal, based on a slight increase in ad valorem taxes.

Submission Date and Time:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 0.28 ACRES FROM C-1 (NEIGHBORHOOD COMMERCIAL) TO SPUD (SMALL PLANNED UNIT DEVELOPMENT) TO ALLOW FOR A MECHANIC SHOP FOR A PROPERTY GENERALLY LOCATED NORTH OF WEST MAIN STREET AND WEST OF LONE OAK DRIVE AS LEGALLY DESCRIBED IN SECTION 27, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1.

Based upon the petition of Rachel Smedley, 2319 Westside Drive, Leesburg, Florida, (Robert Gagne, agent) petitioner of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from C-1 (Neighborhood Commercial) to City 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 22nd day of March 2021.

THE CITY OF LEESBURG

Mayor

ATTEST:

City Clerk

SMEDLEY GARAGE
(Rachel Smedley/Robert Gagne)
PLANNED DEVELOPMENT CONDITIONS
February 18, 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 **Rachel Smedley, 2319 Westside Drive**, "Permittee" for the purposes, 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

"Permittee" has submitted an application requesting an SPUD (Small 15Planned Unit Development) zoning district for an automobile dealership with sales, service and accessory uses on an approximately 0.28-acre site within the City of Leesburg in accordance with their Planned Development application and supplemental information. The project proposes a motorcycle repair shop at 2319 Westside Drive.

CONDITIONS

The following conditions shall apply to the development proposed herein. If any instance where the conditions of this document may conflict with the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. PERMISSION

Permission is hereby granted to Rachel Smedley to operate and maintain a SPUD (Small Planned Unit Development) in and on real property in the City of Leesburg. The property is generally located on the north side of West Main Street and west of Lone Oak Drive. The property is more particularly described as shown in the attached legal description below.

2. LEGAL DESCRIPTION

See attached legal Exhibit B

3. PERMITTED AND EXCLUDED USES

The above-described property shall be used for the uses as limited herein, pursuant to the requirements of this document and City of Leesburg development codes, requirements and standards, and as noted below.

A. Permitted Uses

- i. Single family residential use
- ii. Motorcycle service and repair conducted completely and wholly within the structure shown on the attached site plan.

B. Excluded Uses

- i. Any use not listed within the Permitted Uses section of this SPUD (Small Planned Unit Development) document.

C. Accessory Uses

- i. Accessory structures per City of Leesburg Code of Ordinances

4. SITE ACCESS & CIRCULATION

- A. Access to the property is currently available from Westside Drive. All access points shall be subject to the City of Leesburg requirements.

5. OPERATIONS, NOISE & PERMITS

- A. Hours of operation shall be limited to the time within the hours of 8 am -6 pm Monday through Saturday.
- B. All service and repair operations shall be carried on entirely within an enclosed, ventilated structure, except as permitted under accessory uses of Section 25-284, City of Leesburg Code of Ordinances, as amended.
- C. At no time shall the operations of this facility create noise, dust vibration in a manner that will disturb the adjoining properties.
- D. The use shall be subject to the requirements and conditions of Section 12-19 City of Leesburg "Nuisance Ordinance" All noise, dust, odors, oils, lubricants, emissions or other irritants and contaminants shall be contained at a level which does not disturb users of adjacent properties.
- E. Any notice of violation from The City of Leesburg shall be cause for a cease and desist order on use of the property until such time as the violation has been resolved with the appropriate agency(s).
- F. Applicant shall be required to apply for and receive all building permits as required by the City of Leesburg for this use prior to beginning operations.
- G. Prior to beginning operations, applicant shall provide proof of contract for pick up of all oils and grease materials as required by the City of Leesburg Code of Ordinances.

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. A minimum of twenty (20) 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.
- C. The Impervious surface coverage for this site shall not exceed eighty (80) percent of the gross site area.
- D. Outdoor storage areas for vehicles shall be completely screened from adjacent properties and streets through opaque fencing prior to business operation.
- E. All areas of the property shall be landscaped and maintained in accordance with City of Leesburg Code of Ordinances, as amended.

7. PARKING

- A. The permittee shall construct off-street parking spaces within the development per the conceptual site plan, pursuant to the City of Leesburg Code of Ordinances, as amended, which shall include the required number of handicapped parking spaces.
- B. Two parking spaces, to include one handicap space, shall be required.

8. UTILITIES

- A. Should alterations to the site be made, 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.

9. FENCING, LANDSCAPE AND BUFFER REQUIREMENTS

- A. Prior to beginning operations, the applicant shall have constructed a permanent opaque wall or fence on the south and east side of the property as a visual and sound buffer. This wall or fence shall be no less than six feet in height and no greater than eight feet in height, with landscaping in accordance with the regulations contained within the City of Leesburg Code of Ordinances including;
 - 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 City of Leesburg Code of Ordinances, as amended.
 - a. Two (2) canopy trees (See code for palm tree usage)
 - 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.
- B. Variations to the landscape requirements of the code may be approved by the Planning & Zoning Manager as long as the intent of the SPUD and the Landscaping Code are maintained.

10. SIGNAGE

- A. All signage for the property shall be designed and constructed to comply with the standards and requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.

11. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, sign (wall, pole or monument signs) or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in this 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.

13. LEVELS OF SERVICE AND CAPACITY

A. Levels of Service

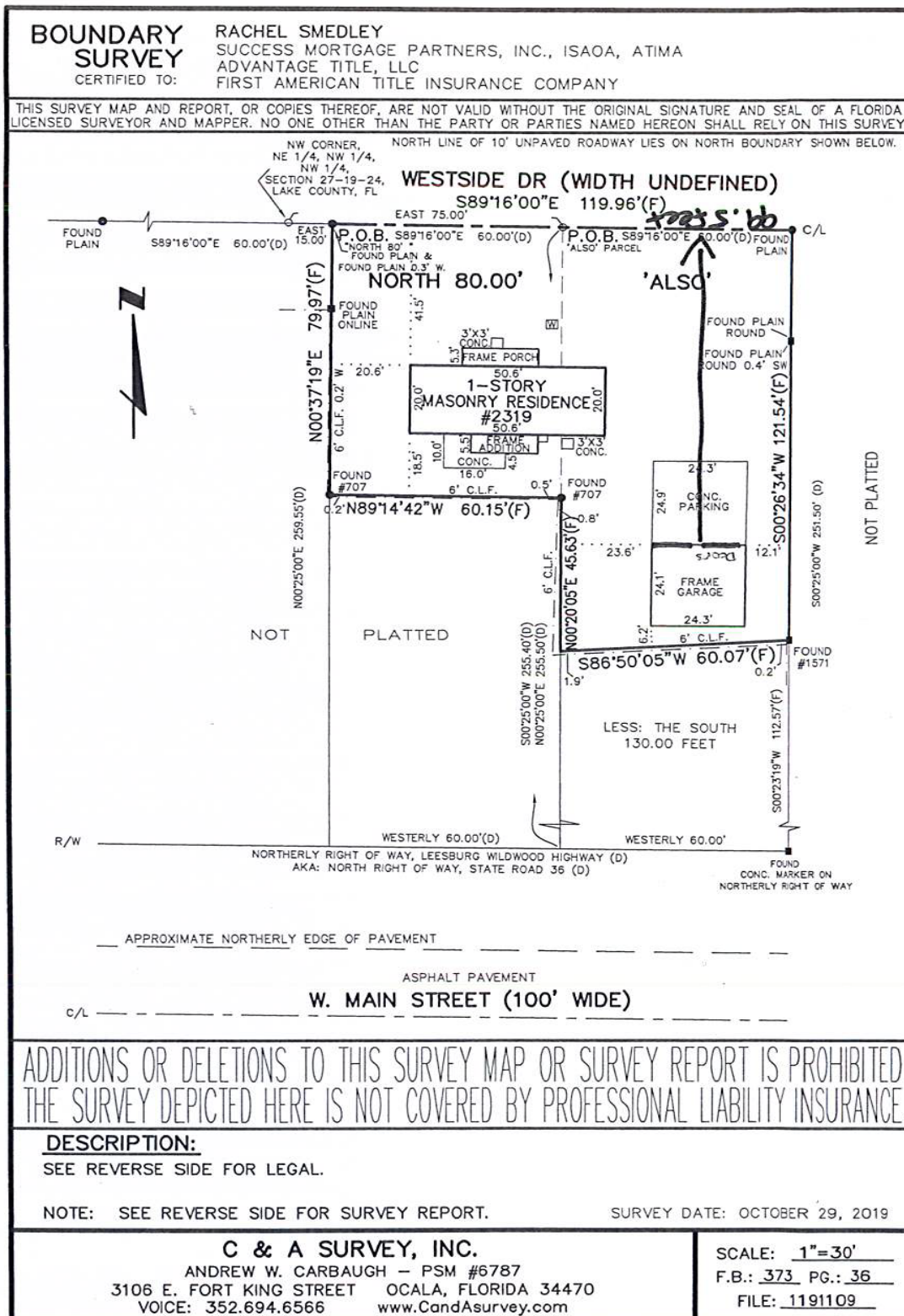
1. As submitted, the proposed zoning change does not appear to result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to roads, sewage, water supply, drainage, and solid waste. However, no final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.
2. Commitment of Capacity
 - i. There are no previous commitments of any existing or planned excess capacity.
3. Ability to Provide Services
 - i. The City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.

LEGAL DESCRIPTION

EXHIBIT B

BEG 15 FT E OF NW COR OF NE 1/4 OF NW 1/4 OF NW 1/4, RUN S
80 FT, E 60 FT, S TO A POINT 130 FT N OF N'LY R/W LINE OF SR
44, E 60 FT, N TO N LINE OF NW 1/4, W ALONG SAID N LINE 120
FT TO POB
ORB 5374 PG 467

EXHIBIT C





**CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS**

DATE: February 18, 2021
OWNER: Rachel Smedley
PETITIONER: Rachel Smedley
PROJECT: Smedley Garage
REQUEST: SPUD (Small Planned Unit Development)
CASE NO.: SPUD-20-294

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), as conditioned, is compatible with the surrounding adjacent properties having zoning designations of P (Public), SPUD (Small Planned Unit Development), and C-1 (Neighborhood Commercial).
2. The Future Land Use designation of General Commercial is compatible with surrounding adjacent properties having Institutional and General Commercial future land use designations.
3. The proposed request is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve this request to rezone the subject property from C-1 (Neighborhood Commercial) to SPUD (Small Planned Unit Development) and forward the recommendation to the City Commission for consideration.

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

DATE: February 18, 2021
OWNER: Rachel Smedley
PETITIONER: Rachel Smedley
PROJECT: Smedley Garage SPUD
REQUEST: SPUD (Small Planned Unit Development)
CASE NO.: SPUD-20-294

GENERAL LOCATION: The property is generally located north of West Main Street and west of Lone Oak Drive.

FUTURE LAND USE DESIGNATION:
General Commercial

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Institutional
South – General Commercial
East – General Commercial
West – General Commercial

PROPOSED FUTURE LAND USE DESIGNATION:
N/A

EXISTING ZONING DESIGNATION:
C-1 (Neighborhood Commercial)

SURROUNDING ZONING DESIGNATIONS:

North – P (Public)
South – SPUD (Small Planned Unit Development)
East – C-1 (Neighborhood Commercial); SPUD (Small Planned Unit Development)
West – C-1 (Neighborhood Commercial); SPUD (Small Planned Unit Development)

PROPOSED ZONING DESIGNATION:
SPUD (Small Planned Unit Development)

EXISTING LAND USE:
Single Family structure with an outbuilding

SURROUNDING LAND USE:
North – Cemetery
South – Commercial (vacant)
East – Church
West – Commercial (vacant)

PROPOSED LAND USE: Motorcycle repair shop

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

DATE: January 6, 2021
OWNER: Rachel Smedley
PETITIONER: Rachel Smedley
PROJECT: Smedley Garage
REQUEST: SPUD (Small Planned Unit Development)
CASE NO.: SPUD-20-294

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 issues or comments. 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

Public Works has no issues with this. Cliff Kelsey 1/7/21

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

The applicant proposes to convert a single-family residence to a motor cycle garage. The motor cycle garage use is a nonresidential use and therefore not subject to school concurrency review. Helen LaValley 1/12/21

PUBLIC RESPONSES

Approval

1 approval

Disapproval

3 disapprovals 3 with comments

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL)

PUBLIC COMMENTS (DISAPPROVAL)

Wilmer Pabon – In our church properties we have a private school running from 8 am to 4 pm. The institution gives classes from Elementary School to Middle School. The planned property to be rezoned would be right next to our tenants (Chosen Generation Christian Academy) which may cause interruption in the normal classes at the kids, additionally that in recess time the kids go out in our property that is directly beside the proposed shop. This may affect in the way that the products that may be used may have quimics and may expose the kids to gases that may affect their health.

Attached two pages with signatures from members of our congregation. Rosibel Nunez

Manuel Santos Jr. – We are Chosen Generation Christian Academy and we rent 2312 W. Main St. Bld. A-B. We are a Private School from 1st- 12th grade. The reason for our Disapproval is that we have children in the surrounding area and our school is in a growing status. We use all the surrounding area for our children to play and have recess. We understand that the projected shop can be an inconvenience to our school for all the unwanted traffic also the safety of our children is important.

Attached one page with signatures included with comments.

Roy Curet – I wish to object strongly to the request for the following Reasons: Noise, Disturbance, Overlooking, and loss of privacy, Nuisance.

1. Nancy Figueroa ~~Lucy Figueroa~~ 407-491-7451
2. Felix MALAVE ~~Felix~~ 352-408-6280
3. Emily Tirado ~~Emily~~ (352) 460-6030
4. Abigail Rosario ~~Abigail Rosario~~ 352-350-4337
5. Nancy Estrella ~~Nancy Estrella~~ 352-708-1680
6. Luis Troche ~~Luis~~ 787-519-0325
7. Ernesto Cardona ~~Ernesto Cardona~~ 563-8329354
8. Norma Muraviov ~~Norma Muraviov~~ 352-552-4458
9. Carmen Perez ~~Carmen Perez~~ 832-291-5321
10. Carolyn Camacho ~~Carolyn Camacho~~ 352-255-1635
11. Luis Camacho ~~Luis Camacho~~ 352-874-5875
12. Gabriella Camacho ~~Gabriella Camacho~~ 352-272-9315
13. Amado NUNEZ ~~Amado NUNEZ~~ 352-272-4154
14. Ivorio Padilla ~~Ivorio Padilla~~ 352-531-9991
15. Pablo S. Cordova ~~Pablo S. Cordova~~ 407-781-6598
16. Andres X. Feliciano ~~Andres X. Feliciano~~ 352-801-9821
17. Anthony Aubain ~~Anthony Aubain~~ 352-988-9963
18. Carlos Cruz ~~Carlos Cruz~~ 352-497-0380
19. Mayra L. Olivencia Acosta ~~Mayra L. Olivencia Acosta~~ 239-314-6047
20. Damaris Estrada ~~Damaris Estrada~~ 407-781-6029
21. Wilmer Pabon ~~Wilmer Pabon~~ 321-324-9287
22. Eric Ortiz ~~Eric Ortiz~~ 407-781-7962
23. Rosibel R. Nunez ~~Rosibel R. Nunez~~ 352-272-4150
24. Damaris Narvaez ~~Damaris Narvaez~~ (787) 662-1698
25. Ismael Montalvo ~~Ismael Montalvo~~ 407-592-1084
26. Elmelda Soto ~~Elmelda Soto~~ 352-459-3609



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27. Cecilio Gomez ~~Cecilio Gomez~~ 252 622 5355
28. Abigail C. Tirado ~~Abigail C. Tirado~~ 352-504-2516
29. Esaida Garcia ~~Esaida Garcia~~ (717)-454-7848
30. Ramón Hernandez ~~Ramón Hernandez~~ (717) -507-7062
31. GUILLERMO VALAREZO ~~Guillermo Valarezo~~ (929)-416-0276
32. Elizabeth Quintes ~~Elizabeth Quintes~~ (407) 458-3438
33. Jashira Acevedo ~~Jashira Acevedo~~ (407) 693-6125
34. Nicole Puente ~~Nicole Puente~~ (929) 426-0275
35. Carlos Marquez ~~Carlos Marquez~~ 352-408-7615
36. Rimary Rodriguez ~~Rimary Rodriguez~~ 352-470-2378
37. Michael Marquez ~~Michael Marquez~~ 352-631-1628
38. Sebastião Ponce de León ~~Sebastião Ponce de León~~ 407-744-8281
39. Tanya Del Valle ~~Tanya Del Valle~~ 352-406-4755
40. Chelsy Del Rio ~~Chelsy Del Rio~~ (352) 818-7572
41. Ingris Antunez ~~Ingris Antunez~~ (352) 460-3900
42. Rosy Valenzuela ~~Rosy Valenzuela~~ (352) 460-5251
43. Diana Hernandez ~~Diana Hernandez~~ (352) 408-7325
44. Rosalyn Valenzuela ~~Rosalyn Valenzuela~~ (352) 4603170
45. Wilfredo Del Rio ~~Wilfredo Del Rio~~ (352) 818-7629
46. Irvin Ayala Galvez ~~Irvin Ayala Galvez~~ (352) 255-0370
47. Genmis Torres ~~Genmis Torres~~ (973) 687-4124
48. Carla Torres ~~Carla Torres~~
49. Maribel Soto Montoya ~~Maribel Soto Montoya~~ (866) 290-5588
50. Annlys Pabon ~~Annlys Pabon~~
51. MARJAREE REYES ~~Marjaree Reyes~~ (352) 702-5835.
52. Rousse Sandi Quirel ~~Rousse Sandi Quirel~~ (352) 617-8034
53. Juan A. Ponce de León ~~Juan A. Ponce de León~~ (787) 900-6120



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1. Manuel Santos		407-521-3643
2. Maribel Perez		(407) 430-2240
3. Lismarie Colon		(352) 805-6795
4. Nodía Santos		(407) 501-9852



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.

Vice-Chairman Tim Sennett 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.

ELECTION OF CHAIR AND VICE-CHAIR

Commissioners had discussion on the election of a Chair and Vice-Chair for the Board.

Motion made for the election of Chair and Vice-Chair of the Board.

COMMISSIONER SENNETT made a MOTION to APPROVE to re-elect CHAIRMAN BOWERSOX as the CHAIR of the PLANNING COMMISSION – COMMISSIONER HALIDAY SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 6-0.

COMMISSIONER FITZPATRICK made a MOTION to APPROVE COMMISSIONER SENNETT as the VICE-CHAIR of the PLANNING COMMISSION – COMMISSIONER HALIDAY SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 6-0.

Vice-Chairman Sennett handed over the gavel due to a conflict of interest on the first two cases under new business.

Motion made to elect a Commissioner to introduce case# SPUD-20-287 and case# SPUD-20-288 under new business.

COMMISSIONER CARTER made a MOTION to APPROVE COMMISSIONER MARSHALL to introduce case# SPUD-20-287 and case# SPUD-20-288 under new business – COMMISSIONER FITZPATRICK SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 6-0.

Sabrina Mitchell swore in staff as well as anyone in the audience wishing to speak.

Commissioner Marshall called for the first case under new business be brought forward.

NEW BUSINESS

**1. PUBLIC HEARING CASE # SPUD-20-287 – 1611 WEST MAIN STREET
– SMALL PLANNED UNIT DEVELOPMENT**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, MODIFYING THE CONDITIONS OF APPROVAL FOR A SPUD (SMALL PLANNED UNIT DEVELOPMENT) ZONING ON APPROXIMATELY 0.21 +/- ACRES

FOR PROPERTY GENERALLY LOCATED SOUTH OF WEST MAIN STREET AND EAST OF SOUTH MOSS STREET AS LEGALLY DESCRIBED IN SECTION 27, 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, MARCH 8, 2021 AND SECOND READING ON MONDAY, MARCH 22, 2021) (1611 W Main)

Mr. Miller stated the first two cases the zonings are word for word and both are Small Planned Unit Developments.

Dan Miller introduced case number #SPUD-20-287 – 1611 West Main Street – Small Planned Unit Development and case number #SPUD-20-288 – 1807 West Main Street – Small Planned Unit Development into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

Mr. Miller gave a background and explanation of the subject property, location current zoning, requests and went over the (SPUD) Small Planned Unit Development zoning, and changes.

Kandi Harper utilized a power point presentation to demonstrate the area of the proposed site for both cases.

Department Review Summary: This case was sent out to all the different departments for review, no substantive comments, and one disapproval with no comment. Public responses no comments from the public.

Mr. Miller read the Staff Recommendations for the case into the record; Staff recommended approval.

Commissioner Marshall stated if any Commissioners have questions for Staff.

Commissioner Sanders expressed concern regarding the Small Planned Unit Development.

Mr. Miller gave a brief explanation of the (SPUD) Small Planned Unit Development, zoning category, owner's use, City taxes and utility fees, different uses; not allowed under existing zoning, growth; widening of West Main Street, over decades; less attractive; residential use, much more attractive; office use, apply zoning category; allow some form of positive development for the area.

Commissioner Marshall stated any questions from the public, and then closed the discussion from the public.

Commissioner Marshall entertained a motion, and then the voting took place.

Commissioner Sanders made a MOTION for APPROVAL of case # SPUD-20-287 – 1611 WEST MAIN STREET – SMALL PLANNED UNIT

DEVELOPMENT Commissioner Fitzpatrick SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 5- 0.

Commissioner Marshall called for the second case under new business be brought forward.

2. PUBLIC HEARING CASE # SPUD-20-288 – 1807 WEST MAIN STREET – SMALL PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, MODIFYING THE CONDITIONS OF APPROVAL FOR A SPUD (SMALL PLANNED UNIT DEVELOPMENT) ON APPROXIMATELY 0.43 +/- ACRES FOR PROPERTY GENERALLY LOCATED SOUTH OF WEST MAIN STREET AND WEST OF OAKLAND STREET, AS LEGALLY DESCRIBED IN SECTION 27, 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, MARCH 8, 2021 AND SECOND READING ON MONDAY, MARCH 22, 2021)** (1807 W Main)

Mr. Miller stated this the second of the two cases the zonings are word for word and both are Small Planned Unit Developments, but different locations.

Mr. Miller gave a background and explanation of the subject property, location current zoning, requests and went over the (SPUD) Small Planned Unit Development zoning.

Kandi Harper utilized a power point presentation to demonstrate the area of the proposed site for both cases.

Department Review Summary: This case was sent out to all the different departments for review, no substantive comments, or objections from the departments. Public responses no comments from the public.

Mr. Miller read the Staff Recommendations for the case into the record; Staff recommended approval.

Commissioner Marshall stated if any discussion from the Commission.

Commissioner Marshall entertained a motion, and then the voting took place.

Vice-Chairman Sennett stated for the record the easement for utilities has already been done.

Commissioner Sanders made a MOTION for APPROVAL of case # SPUD-20-288 – 1807 WEST MAIN STREET – SMALL PLANNED UNIT DEVELOPMENT Commissioner Carter SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 5- 0.

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

3. PUBLIC HEARING CASE # SPUD-20-294 – SMEDLEY GARAGE – SMALL PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 0.28 +/- ACRES FROM C-1 (NEIGHBORHOOD COMMERCIAL) TO SPUD (SMALL PLANNED UNIT DEVELOPMENT) TO ALLOW FOR MECHANIC SHOP FOR A PROPERTY GENERALLY LOCATED NORTH OF WEST MAIN STREET AND WEST OF LONE OAK DRIVE AS LEGALLY DESCRIBED IN SECTION 27, 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, MARCH 8, 2021 AND SECOND READING ON MONDAY, MARCH 22, 2021)** (Smedley Garage)

Mr. Miller stated that the applicant has requested to hold this project until February Planning Commission meeting in order to meet with surrounding property owners.

Staff is requesting that the Commission vote to postpone this case to the next Planning Commission meeting on February 18.

Vice-Chairman Sennett stated if any discussion from the Commission.

Vice-Chairman Sennett entertained a motion, and then the voting took place

Commissioner Marshall made a MOTION to POSTPONE case # SPUD-20-294 – SMEDLEY GARAGE – SMALL PLANNED UNIT DEVELOPMENT to February Commission meeting Commissioner Sanders SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 6- 0.

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

4. 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.

5. 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.

6. 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, and 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.

7. 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



Public Notice sign posting on subject property.



Public Notice sign posting close-up on subject property.



Looking west along Westside Drive from subject property.

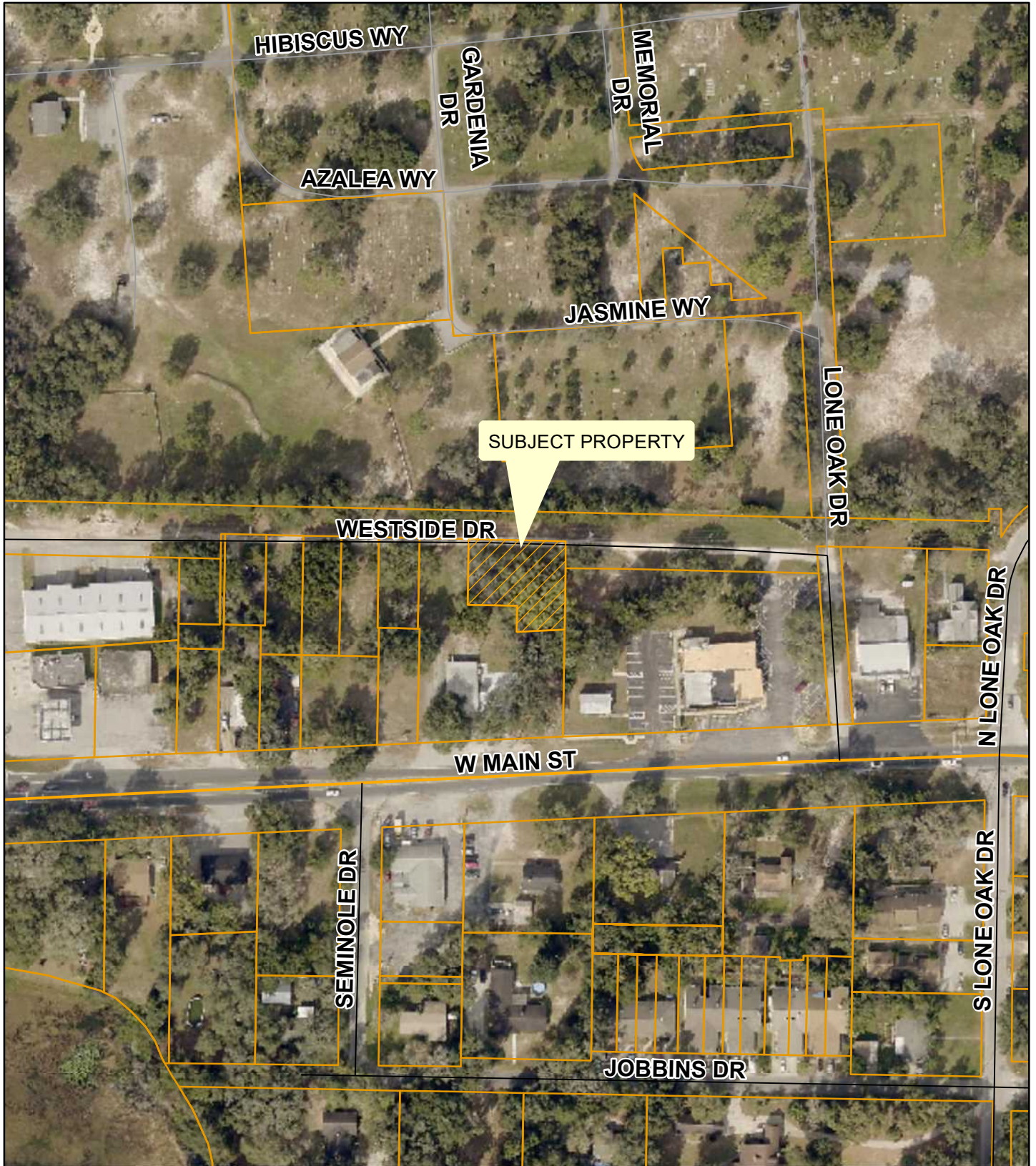


Looking north across Westside Drive from subject property.

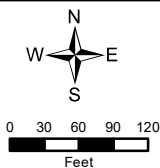


Looking east along Westside Drive from subject property.

Aerial

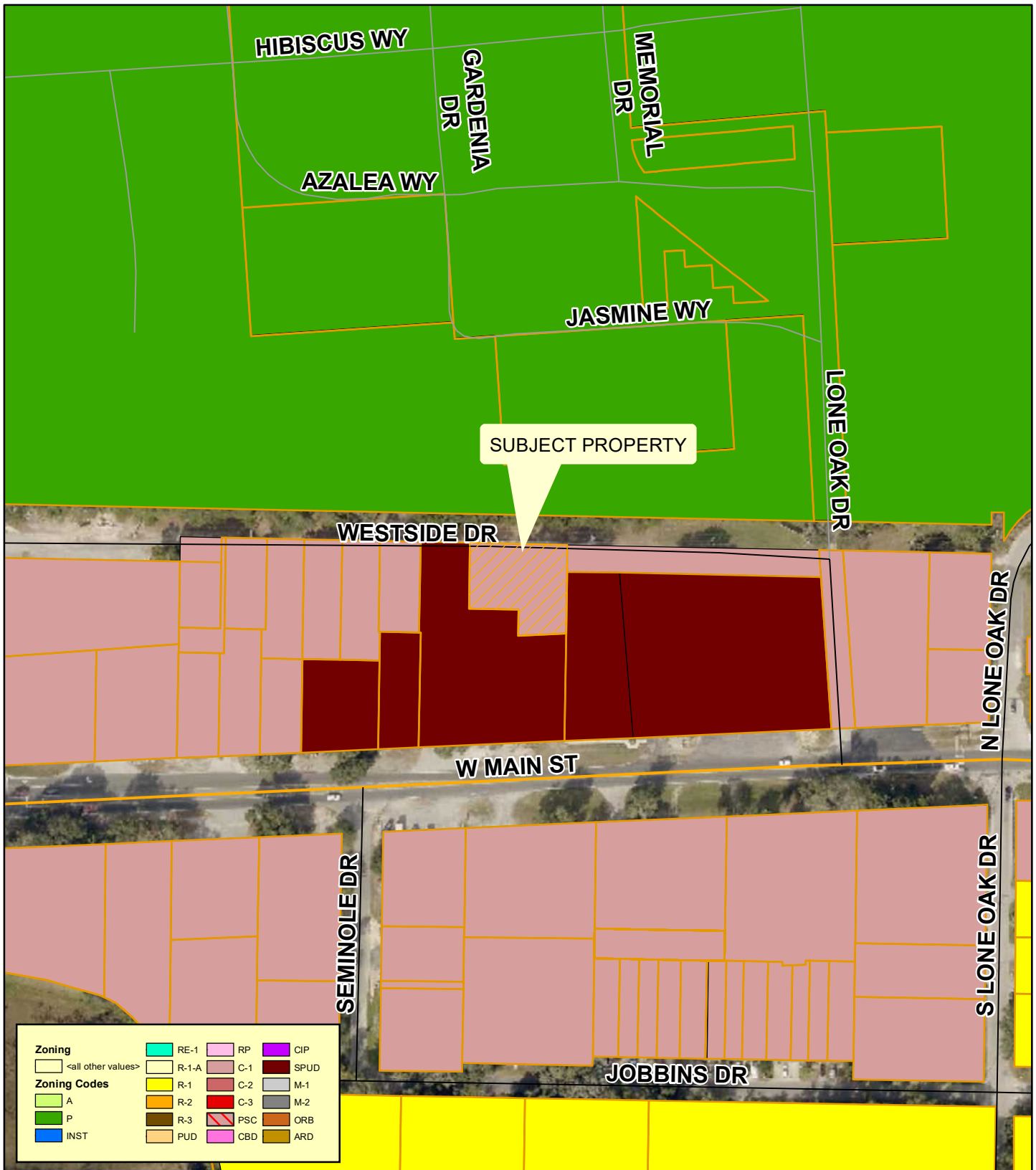


**Planning
& Zoning
Division**

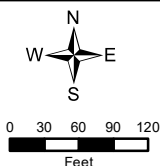


SPUD-20-294
2319 Westside Drive
AK#: 1291747
Section 27, Township 19 South, Range 24 East
December 31, 2020

Zoning

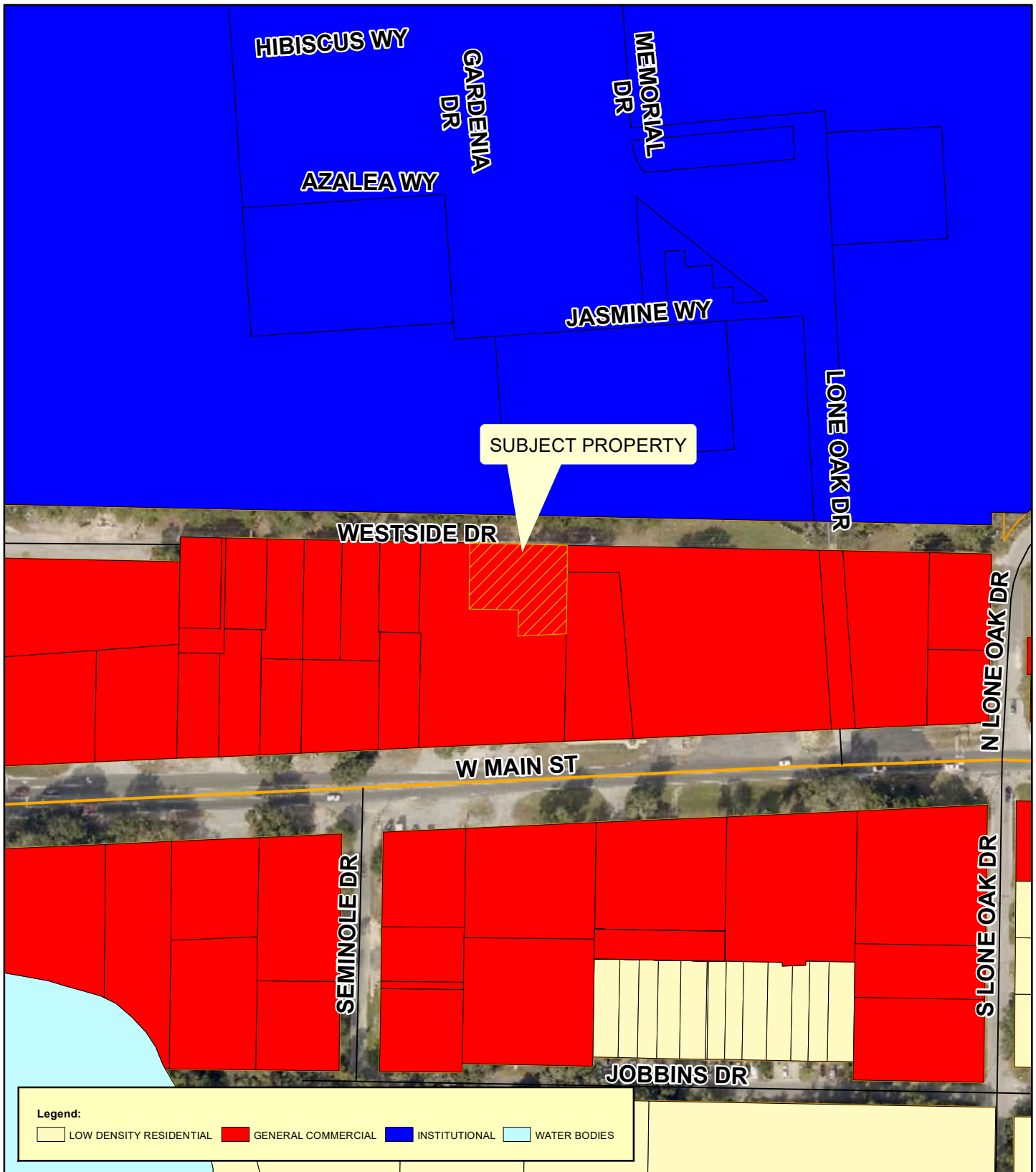


**Planning
& Zoning
Division**

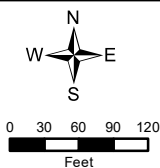


SPUD-20-294
2319 Westside Drive
AK#: 1291747
Section 27, Township 19 South, Range 24 East
December 31, 2020

Future Land Use



**Planning
& Zoning
Division**



SPUD-20-294
2319 Westside Drive
AK#: 1291747
Section 27, Township 19 South, Range 24 East
December 31, 2020

Surrounding Land Uses

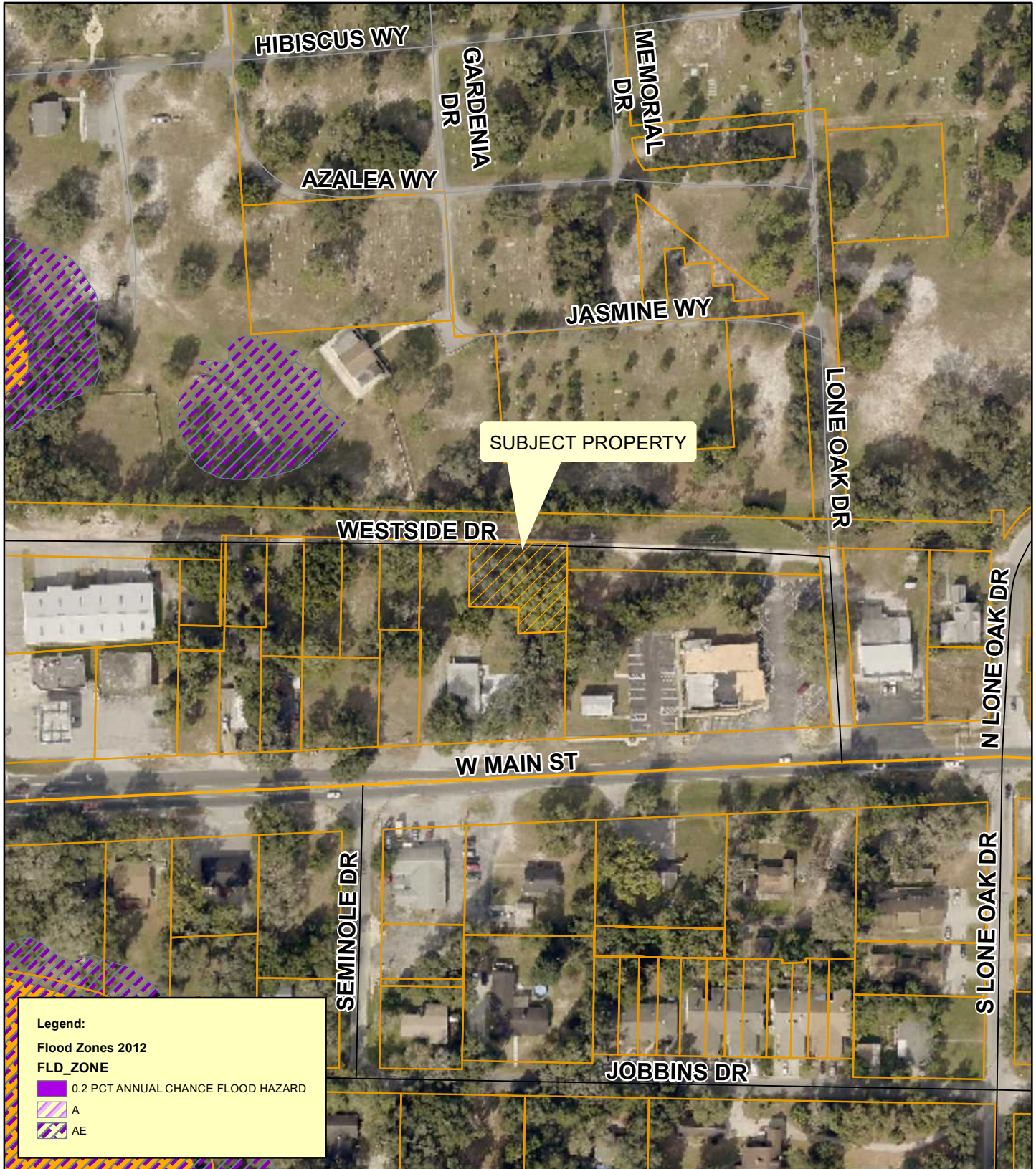


**Planning
& Zoning
Division**

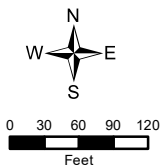


SPUD-20-294
2319 Westside Drive
AK#: 1291747
Section 27, Township 19 South, Range 24 East
December 31, 2020

Wetlands and Flood Zones

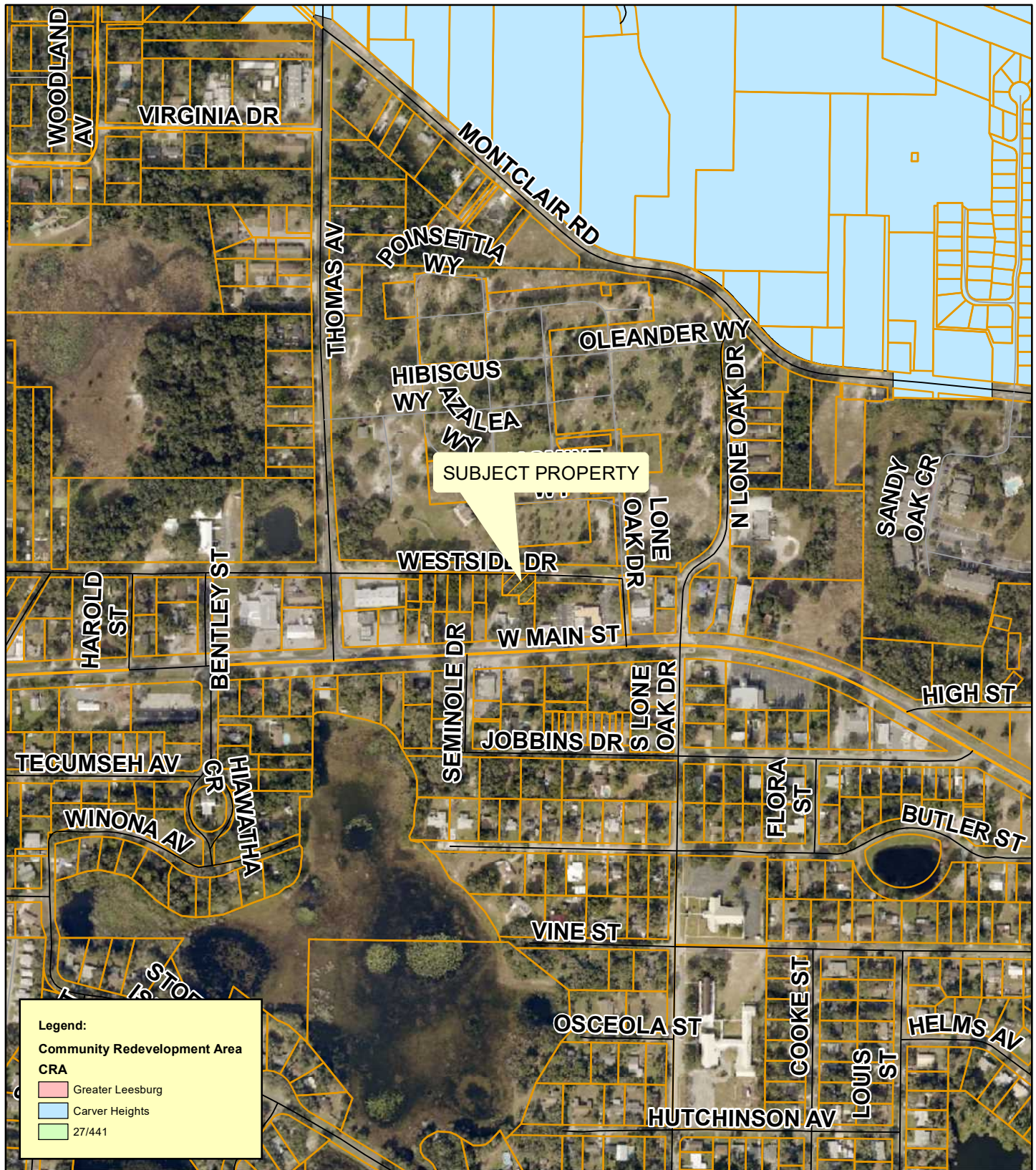


**Planning
& Zoning
Division**

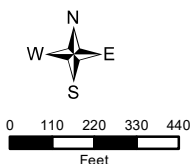


SPUD-20-294
2319 Westside Drive
AK#: 1291747
Section 27, Township 19 South, Range 24 East
December 31, 2020

Community Redevelopment Area

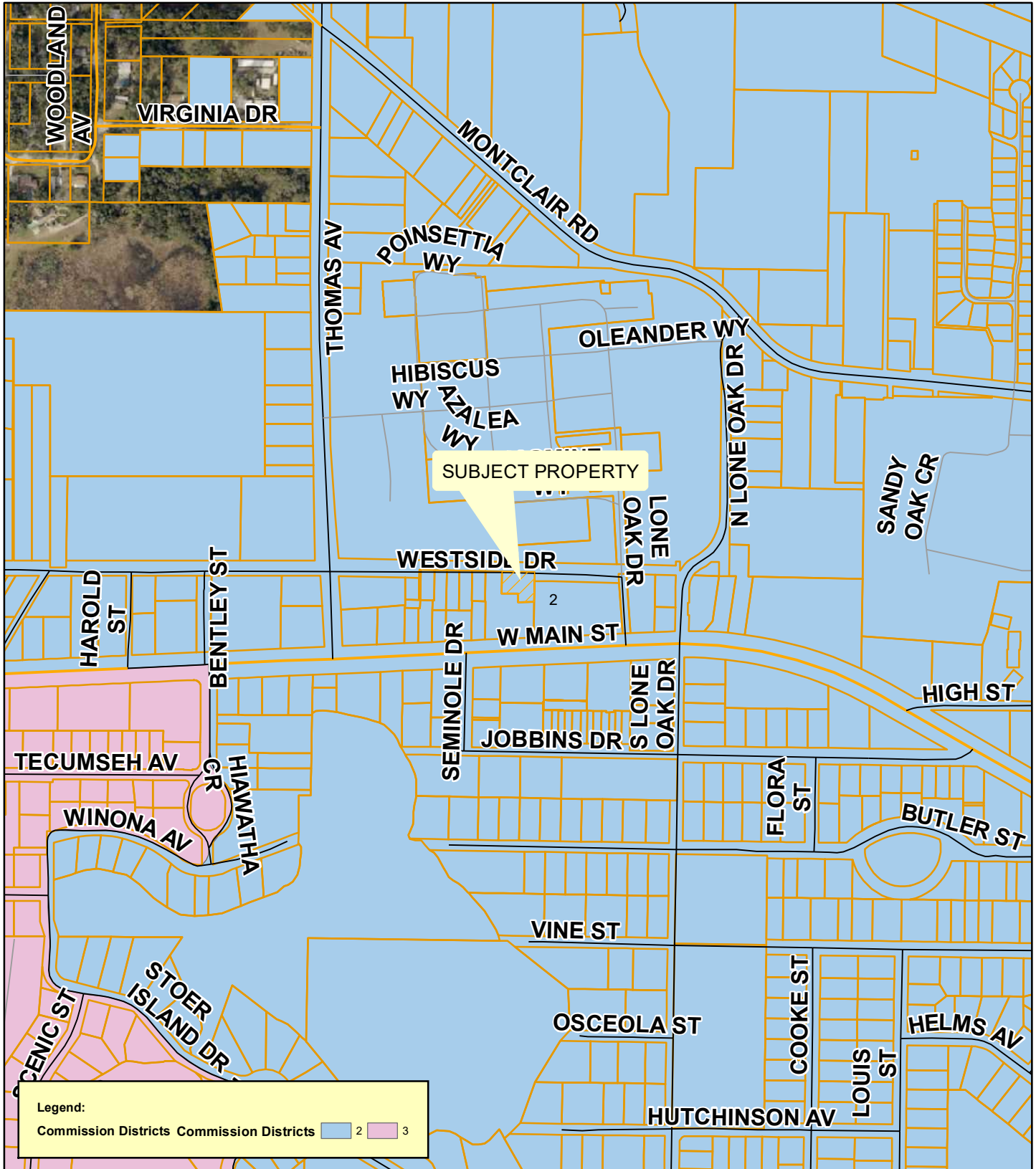


**Planning
& Zoning
Division**

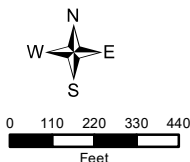


SPUD-20-294
 2319 Westside Drive
 AK#: 1291747
 Section 27, Township 19 South, Range 24 East
 December 31, 2020

Commission Districts



**Planning
& Zoning
Division**



SPUD-20-294
2319 Westside Drive
AK#: 1291747
Section 27, Township 19 South, Range 24 East
December 31, 2020

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: March 22, 2021

From: Dan Miller, (Planning and Zoning Manager)

Subject: An Ordinance of the City of Leesburg, Florida, rezoning approximately 6.64 +/- acres from P (Public) and R-3 (High Density Residential) to SPUD (Small Planned Unit Development) for a property located north of East Dixie Avenue and east of South Lake Street, as legally described in Sections 25 and 26, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Venetian Isle North)

Staff Recommendation:

The Planning Commission and Planning and Zoning Staff recommend approval of the request to rezone the subject property to SPUD (Small Planned Unit Development) to allow for a future mixed use medical/office/retail development.

Analysis:

The site of the subject property consists of approximately 6.5 acres, and is generally located on the north side of Dixie Avenue and east of Lake Street. The proposed zoning will allow for a maximum of 75,000 square feet of buildings and may be used for assisted living, memory care, nursing homes, retail, restaurant/diner uses, plus commercial facilities and offices to support the local medical community. This proposal will allow for additional growth in the medical facilities available in Leesburg, and help allow for the continuation of a "medical corridor" along Dixie Avenue. This proposal is compatible with the zoning and future land use on adjacent properties, which include medical, residential and commercial uses.

Procurement Analysis:

N/A

Options:

1. Approve the request to rezone the subject property to SPUD (Small Planned Unit Development) as presented; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Upon development, a significant positive fiscal impact will result from this action, including new jobs, additional ad valorem tax revenue, impact fees and utility fees.

Submission Date and Time: 3/17/2021 11:23:38 AM

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 6.64 +/- ACRES FROM P (PUBLIC) AND R-3 (HIGH DENSITY RESIDENTIAL) TO SPUD (SMALL PLANNED UNIT DEVELOPMENT) FOR A PROPERTY LOCATED NORTH OF EAST DIXIE AVENUE AND EAST OF SOUTH LAKE STREET, AS LEGALLY DESCRIBED IN SECTIONS 25 AND 26, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (VENETIAN ISLE NORTH)

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

Section 1.

Based upon the petition of VENETIAN ISLE NORTH HOLDINGS, LLC, Randy Jones, the petitioner of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, hereby is rezoned to City SPUD (Small Planned Unit Development) zoning, 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

**VENETIAN ISLE NORTH
SPUD (SMALL PLANNED UNIT DEVELOPMENT)
PLANNED DEVELOPMENT CONDITIONS**

September 24, 2020

These Planned Development Conditions for a PUD (Planned Unit Development) District are granted by the City of Leesburg Planning Commission, Lake County, Florida to VENETIAN ISLE DEVELOPERS, or assigns, "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 an SPUD (Small Planned Unit Development) zoning district to permit a mixed-use development consisting of assisted living, memory care, nursing home, retail/restaurant/diner uses, plus commercial facilities and offices to support the local medical community on an approximately 6.51-acre site within the City of Leesburg in accordance with their Planned Development application and supplemental information.

PURPOSE

The purpose of this document is to provide appropriate zoning standards for a high-quality built environment through the application of flexible and diversified land development requirements, which shall be implemented in conjunction with a master site development plan and the City of Leesburg Code of Ordinances, therefore allowing for more efficient and optimal use of the subject property to increase the overall economic opportunity and employment base of Leesburg, Florida.

CONDITIONS

The following conditions shall apply to the development proposed herein. If any instance where the conditions of this document may conflict with the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. **PERMISSION**

Permission is hereby granted to Venetian Isle Developers, LLC or assigns, to operate and maintain a PUD (Planned Unit Development) development in and on real property in the City of Leesburg. The property is generally located south of Dixie Avenue and east of Lake Street. The property is more particularly described as shown in the attached legal description below.

2. **LEGAL DESCRIPTION:**

See **Exhibit B**.

3. **LAND USE**

The above-described property, containing approximately 6.51 acres, and having a maximum of 75,000 square feet of buildings as shown on the attached conceptual site plan, shall be used for assisted living, memory care, nursing home, retail/restaurant/diner uses, plus commercial facilities and offices to support the local medical community, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

- 1) Uses shall be those listed as permitted uses in the PUD (Planned Unit Development) district, as amended herein, and shall occupy the approximate area as shown on the Conceptual Plan - **Exhibit C**.
 - a. Permitted Uses
 - i. Assisted Living/memory care/nursing homes, etc.
 - ii. Medical offices/pharmacy
 - iii. General office
 - iv. Retail uses
 - v. Restaurants/Diners
 - vi. Other similar uses may be permitted by the Planning and Zoning Manager, which by their use, intensity, density or trip generation do not adversely impact nearby or adjoining properties due to traffic, noise, dust, etc.
- 2) Accessory uses shall be as follows:
 - a. outdoor residential recreation
 - b. clubs and lodges within an assisted living facility
 - c. educational facilities
 - d. Other similar uses may be permitted by the Planning and Zoning Manager, which are considered accessory to permitted uses and do not adversely impact the nearby or adjoining properties due to traffic, noise, dust, etc.
- 3) Prohibited uses shall be as follows:
 - a. outdoor commercial recreation
 - b. commercial bars and lounges
 - c. clubs and lodges which are not an accessory use to an assisted living facility
 - d. crematoriums
 - e. package stores (liquor)
 - f. industrial uses
 - g. vehicle sales service and repair
 - h. kennels
 - i. truck stops
 - j. check cashing stores
 - k. thrift stores
 - l. Any other similar uses which are not considered medically related residential, office or commercial in character or intensity which may adversely impact the nearby or adjoining properties due to traffic, noise, dust, etc.

4. **LOT DEVELOPMENT STANDARDS**

- A. Minimum Lot Development Standards
 - i. Lot development standards shall be those of the C-3 (Highway Commercial) zoning district, except as amended by these conditions, and may limit the permitted uses based on site plan requirements.
 - ii. Final lot sizes and setbacks may be adjusted by staff during the site plan review process to meet the intent of this PUD (Planned Unit Development).
 - iii. Minimum distance between structures shall be twenty (20) feet; measured from the nearest vertical wall of the nearest adjacent building.

- iv. Accessory structures shall have a minimum rear and side setback of ten (10) feet, and shall not occupy more than fifteen (15) percent of the required rear yard.
- v. Accessory structures shall not be constructed within required buffer areas.
- B. Building Height
 - i. Residential Structures: maximum height for residentially related structures shall be three (3)-stories, or forty (40) feet.
 - ii. Commercial/Office structures: maximum height for commercial and office structures shall be three (3) stories, or forty (40) feet.
 - iii. Accessory Structures: maximum height for accessory structures shall be fifteen (15) feet.
 - iv. All structure heights shall be measured from the first floor, finished floor elevation on the site.
- C. Impervious Surface Coverage
 - i. Impervious surface coverage shall not exceed seventy (70) percent of the total property, and open space shall not be less than thirty (30) percent of the total property area. Open space may include retention areas, buffer and landscaped areas. Parking areas and vehicle access areas shall not be considered in calculating open space.
- D. Easements
 - i. As part of the development process, easements shall be provided as required by the City of Leesburg and other utility providers, including but not limited to water, wastewater, natural gas, electric, fiber, cable, and communications, for installation and maintenance of utilities.

5. **ACCESS AND CIRCULATION**

- A. Site Access
 - i. Access to the site shall be provided by a minimum of three access points-- one on Dixie Avenue, one on Minatee Lane, and one on Washington Street, The Dixie Avenue access shall be developed as a divided boulevard type entrance. The access point on Dixie Avenue shall line up with the Venetian Isle South access point directly across Dixie Avenue. Final determination of the direction of traffic movement into and out of all permitted access points shall be determined through the Traffic Study as required by the City's site plan review process.
- B. Internal Circulation
 - i. All drives and access points shall be constructed so that continuous vehicular and pedestrian access is available among and between all commercial and medical structures on the property.
- C. Pedestrian Access
 - i. Pedestrian access shall be provided through sidewalks and/or walkways connecting all buildings within the development. Pedestrian access shall include consideration of sidewalks, recreational trails/paths etc., to adjoining properties.
 - ii. Sidewalks shall be installed per City of Leesburg codes and specifications.
 - iii. All pedestrian crossing areas shall be visibly marked with appropriate pedestrian crossing signage and striping. Intersections shall have street pavers, striping or similar materials approved through the appropriate site plan and/or building permit process, to allow safe crossing points and pedestrian access to all structures.

6. **PARKING**

- A. General Parking requirements

- i. Parking for primary residential structures shall be provided as off-street spaces pursuant to the City of Leesburg Code of Ordinances, as amended.
- ii. ALF Parking: 1 space per 4 beds plus 1 per employee of day shift.
- iii. All parking spaces shall be a minimum of 9.5 feet wide and 18 feet in length.

B. Handicapped parking requirements

- i. Handicap parking requirements for number, size and design shall be met through providing the required number based on the City of Leesburg Code of Ordinances, as amended. Handicap parking standards of the Americans with Disabilities Act shall apply.

7. **DESIGN REQUIREMENTS**

A. Architectural Ordinance Standards

- i. The Leesburg City Commission adopted Architectural Standards for new development and redevelopment under Ordinance 16-35. All phases and all structures of this development shall meet or exceed the architectural standards as adopted by the City Commission. However, should architectural standards as noted above not be in place at the time of construction of any phase or structure within this development, the following standards shall prevail as shown below:

B. Architectural Theme

- i. Each building shall have a common architectural theme for each phase and the side of buildings which face streets (public or private) shall be finished in the same materials as used in the front of buildings.

C. Screening of equipment

- i. Mechanical units and roof equipment should be screened from view with parapet or other screening method so that mechanical equipment is not seen from public right-of-way and the adjacent residential property.

D. Exterior construction materials

- i. Exterior building materials contribute significantly to the visual impact of a building on the community. They shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
 - 1. at least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 - 2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option).
 - 3. All textured stucco, provided there are unique design features such as recessed areas, tile roofs, arched windows etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Community Development Director for compliance.

E. Public Entrances.

- i. Buildings that are open to the public shall have an entrance for pedestrians from the street to the building interior. This entrance shall be designed to be attractive and functionally be a distinctive and prominent element of the architectural design.

Buildings shall incorporate lighting and changes in mass, surface or finish to provide emphasis to the entrances.

F. Building Façade.

- i. Building facades shall provide architectural relief for building walls and frontage walls facing the street. Buildings shall provide a foundation or base, typically from ground to bottom of the lower windowsills, with changes in volume or material. A clear visual division shall be maintained between ground level floors and upper floors on multi-story buildings.

G. Design Variations

- i. Other similar design variations meeting the intent of this section may be approved at the discretion of the Planning and Zoning Manager.

9. **SIGNAGE**

A. Ground signs

- i. All ground signage for the property shall be monument style signs with design and architectural style consistent with the overall development, and consistent with the requirements of the sign regulations of the City of Leesburg.
- ii. Ground signs may not be permitted on undeveloped property.

B. Alternative Designs.

- i. Alternative designs for the ground enclosure support and bases of monument signs may be approved by the Community Development Director where the architectural style would be in keeping with the intent of these sign regulations.

C. Landscaping for ground signs

- i. Landscaping around all monument signs shall comply with the standards and requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.

D. Wall signs

- i. All wall signage for the property shall be designed and constructed to comply with the standards and requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.

10. **WETLANDS**

A. Existing Wetlands

- i. If 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).

B. Wetland Buffers

- i. Buildings or structures shall be an average of 50 feet from any wetland jurisdiction boundary, or as required by the appropriate permitting agency
- ii. Wetlands shall have a minimum upland buffer as established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.

- C. Wetland Easements
 - i. To the extent practical, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, St. Johns River Water Management District or another legal entity such as a property owners association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to St. Johns River Water Management District or another legal entity such as a property owners association for ownership and maintenance.

11. DRAINAGE, UTILITIES AND SITE PLAN

- 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:
 - i. A detailed site plan demonstrating no direct discharge of stormwater runoff generated by the development into any natural surface waters or onto adjacent properties shall be required.
 - ii. 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.

12. STORMWATER MANAGEMENT/FLOOD ZONES

- A. Stormwater Management and Utility Plan
 - 1. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:
 - a. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
 - b. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
 - c. The 100-year flood plain shown on all plans and lots.
 - d. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
 - e. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District.
 - 2. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
- B. Financial Responsibility
 - i. The developer shall bear all responsibility, financial and otherwise, for the construction and installation of utility infrastructure and other improvements related to the use and development of the property, which shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.

13. TRANSPORTATION IMPROVEMENTS

- A. Traffic/Transportation Study
 - i. Traffic/transportation studies shall be submitted for new developments/phases during the site plan review process, for review and determination of any necessary access improvements as required by FDOT, Lake County, the Lake-Sumter MPO or the City of Leesburg. Any required improvements will be the responsibility of the Permittee.
- B. Approvals for Improvements
 - i. All transportation improvements shall be contingent upon site plan approval by City of Leesburg staff during development review/permit application. Said approval shall also be contingent upon review and approval by the Lake-Sumter MPO, Lake County and the Florida Department of Transportation where required.
 - ii. Improvements required may include, but are not limited to, traffic signals, turn lanes, acceleration/deceleration lanes, etc.
- C. Roadway Improvements
 - i. The applicant shall provide all necessary roadway and intersection improvements within the development and its connection to Dixie Avenue.
 - ii. Any offsite improvements required by FDOT, Lake County, Lake-Sumter MPO and City of Leesburg shall be based on a current traffic analysis, shall be the developer's responsibility and shall be reviewed by City staff during the site plan review process. Approval of all necessary permits and improvements as required by the City of Leesburg, the Lake-Sumter MPO, Lake County and FDOT shall include any needed right of way, signalization and improvements required to support the development.
- D. Internal Circulation
 - i. Drives and accesses shall be constructed within the interior of the development such that continuous vehicular access is available among and between all structures within the development.
- E. Bus Stop required
 - i. Because the proposed development lies along and near a major transportation routes, a covered bus stop, located such that it meets the approval standards, codes and requirements of the City of Leesburg, Lake County and Lake –Sumter MPO, shall be provided by the developer.
 - ii. If recommended by LSMPO (Lake-Sumter Metropolitan Planning Organization, a bus stop shall be constructed prior to certificate of occupancy for the first building.

14. LANDSCAPING & BUFFERS

- A. General
 - i. A master landscape plan shall be submitted for review by City staff for all buffer/boundary areas, parking lots, access roads, entry ways and new construction. This plan shall be reviewed for consistency with this PUD document and the Conceptual Site Plan (Exhibit B) and City of Leesburg landscape code requirements.
 - ii. All landscaped areas shall be designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. Buffer Areas
 - i. The site shall be developed in accordance with an approved landscape plan, which shall be substantially consistent with Exhibit B, Conceptual Site Plan attached hereto, or as amended.

- ii. In accordance with the approved site/landscape plan, and where applicable, for each one hundred (100) linear feet, or fraction thereof of boundary area the following plants shall be provided in accordance with the planting standards and requirements of the City of Leesburg Code of Ordinances:
 - i. two (2) canopy trees, plus
 - ii. two (2) ornamental trees, plus
 - iii. and thirty (30) shrubs,
 - iv. All planting materials shall be selected from the approved lists of trees and shrubs shown in Section 25-328 (i) (2), *Landscape plants materials list*, City of Leesburg, Code of Ordinances.
 - iii. The remainder of the buffer area shall be landscaped with drought tolerant grasses such as Bermuda, or Bahia, plus groundcover or other landscape treatment in accordance with the City of Leesburg Code of Ordinances.
 - iv. Existing vegetation which is to remain within the required buffer shall be protected during construction.
 - C. Building Landscaping
 - i. All new building construction shall comply with Section 25-329 *Landscape Buffer Requirements*, City of Leesburg Code of Ordinances, for landscaping around building areas, including a five (5) foot landscape buffer around the building perimeter. All new structures shall extend the required landscape perimeter area to include all sides visible to the general public.
 - D. Parking Lot, Sign and Landscaping
 - i. All parking aisles shall contain landscape islands located at the end of each aisle and at intervals of one each ten (10) spaces in parking aisles.
 - ii. Each landscape island shall be at least (100 square feet, and contain at a minimum, one canopy or understory tree, plus shrubs and groundcover.
 - iii. Parking lot landscaping shall comply with the conceptual design shown in Exhibit B attached hereto.
 - iv. Landscaping around all monument signs shall comply with the standards and requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.
 - E. Open Space
 - i. A minimum of twenty-five (25) percent of the property shall be open space. Retention areas, buffers and landscaped areas may be used for the purpose of calculating open space.
 - F. Variations to Landscape Requirements
 - i. Variations to these landscape requirements of this document may be approved by the Planning and Zoning Manager as long as the intent of the landscaping section of this PUD (Planned Unit Development) document is maintained.

15. 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.

16. DEVELOPMENT PHASING

- A. Phasing of Development
 - i. The proposed project may be constructed in phases in accordance with these Planned Unit Development conditions. Changes to the Conceptual Development

Plan or approved site plan, other than those required conditions described in this agreement, shall be revised in accordance with the Planned Unit Development review process.

- B. Implementation of Development
 - i. Implementation of the project shall substantially commence within 48 months of approval of this Planned Unit Development. In the event, the conditions of the PUD have not been implemented during the required time period, the PUD shall be scheduled with due notice for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to another appropriate zoning classification.
- C. Satisfaction of Implementation
 - i. Satisfaction of the implementation of development shall be attained at such point as the developer has performed any of the following:
 - i. Received an approved site plan for new construction;
 - ii. Pulled a building permit and diligently pursued completion of a new structure as shown on the conceptual site plan;
 - iii. Completed installation of trees and landscaping in the existing parking and boundary areas of the property in compliance with the terms of this PUD document.

17. MISCELLANEOUS CONDITIONS

- A. Uses
 - i. The uses of the proposed project shall only be those uses identified in these approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized by the Planning Commission in accordance with the Planned Unit Development amendment process.
- B. Approvals
 - i. 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. Compliance
 - i. Construction and operation of the proposed use(s) shall at all times comply with City and other governmental agencies rules and regulations.
- D. Transfer of Ownership
 - i. 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 Code of Ordinances, as amended.
- E. Benefit
 - i. 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.

18. LEVELS OF SERVICE

As submitted, the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to roads, sewage, water supply, drainage, solid waste, parks and recreation, schools and emergency medical facilities. 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 the development requires construction of new distribution mains, since existing facilities in the service area are not adequate, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

B. Commitment of Capacity

There are no previous commitments of any existing or planned excess capacity.

C. Ability to Provide Services

The City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.

LEGAL DESCRIPTION
As submitted by applicant

EXHIBIT B

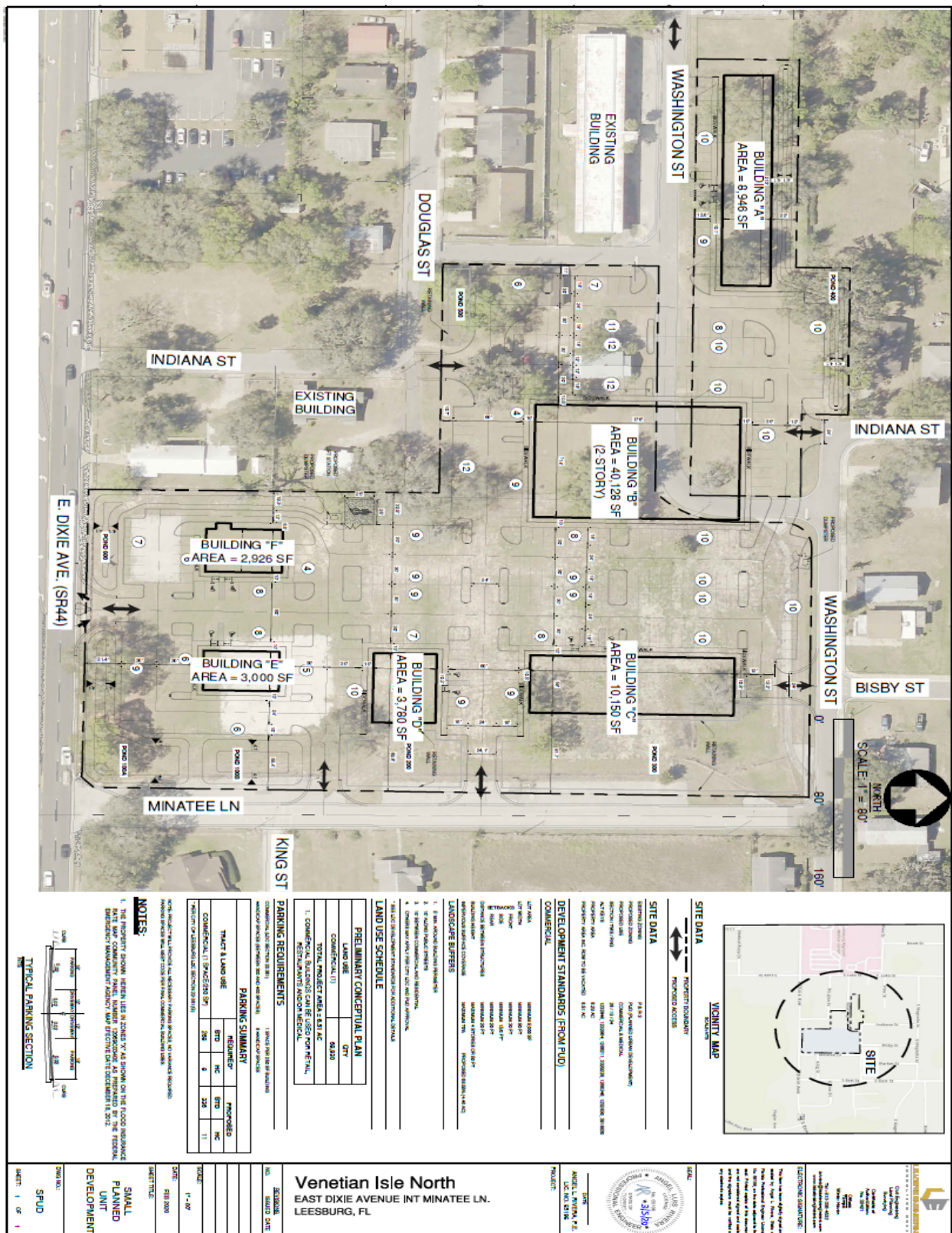
VENETIAN ISLE NORTH

LEGAL DESCRIPTION (NEW PARCEL)

A parcel of land being a portion of Lot 12, the west 1/2 of Lots 9, 10 and 11, Block 64, City of Leesburg, according to the plat thereof recorded in Plat Book 2, Page 19, Public Records of Lake County, Florida, Lots 1 through 5, inclusive, Lincoln Place Addition to Leesburg, according to the plat thereof recorded in Plat Book 2, Page 23, Public Records of Lake County, Florida, and a portion of Washington Street, all being described as follows:

Commence at the northwest corner of said Lot 12 for the Point of Beginning; thence South 89°25'46" East, along the north line of said Lot 12, a distance of 148.76 feet to the west right-of-way line of Indiana Street; thence South 01°10'03" West, along the southerly extension of said west right-of-way line, 40.00 feet; thence South 89°25'46" East, 83.50 feet to the east line of said Lot 12; thence North 00°40'59" East, along said east line, 10.00 feet to the westerly extension of the south right-of-way line of Washington Street, according to the Lake County Property Appraiser Records; thence South 89°25'46" East, along said south right-of-way line, 304.25 feet to the west right-of-way line of Minatee Lane, according to the Lake County Property Appraiser Records; thence South 00°56'17" West, along said west right-of-way line, 612.71 feet to the northerly right-of-way line of State Road 44; thence along said northerly right-of-way line the following two (2) courses: (1) South 45°49'43" West, 14.17 feet; (2) thence North 88°52'27" West, 291.48 feet to the west line of said Lot 11, Block 64, City of Leesburg; thence North 00°40'59" East, along said west line and the west line of said Lot 10, a distance of 300.30 feet to the easterly extension of the south line of Lot 20 of said Lincoln Place Addition to Leesburg; thence North 89°13'37" West, along said south line, 231.91 feet to the west line of said Lot 12, Block 64, City of Leesburg; thence North 00°40'59" East, along said west line, 215.01 feet to the southeast corner of Lot 1, of said Lincoln Place Addition to Leesburg; thence North 89°13'37" West, along the south line of Lots 1 through 5, of said Lincoln Place Addition to Leesburg, 210.00 feet; thence North 00°40'59" East, along the west line of said Lot 5, a distance of 87.50 feet; thence South 89°13'37" East, along the north line of said Lots 1 through 5, a distance of 210.00 feet to said west line of Lot 12, Block 64, City of Leesburg; thence North 00°40'59" East, along said west line, 46.22 feet to the Point of Beginning.

Parcel containing 6.52 acres, more or less.



CITY OF LEESBURG PLANNING & ZONING DIVISION

STAFF SUMMARY

DATE: August 25, 2020
OWNER: Venetian Isle North Holdings, LLC
PETITIONER: Venetian Isle North Holdings, LLC
PROJECT: Venetian Isle North
REQUEST: SPUD (Small Planned Unit Development) to develop a professional office campus
CASE NO.: SPUD-20-77

GENERAL LOCATION: The property is generally located north of East Dixie Avenue and east of South Lake Street.

FUTURE LAND USE DESIGNATION: Institutional; Transitional; Low Density Residential; High Density Residential

SURROUNDING FUTURE LAND USE DESIGNATION:

North — Low Density Residential; High Density Residential
South — General Commercial; Medium Density Residential; Neighborhood Mixed Use
West — High Density Residential; Low Density Residential; Transitional
East — High Density Residential; Transitional

PROPOSED FUTURE LAND USE DESIGNATION: N/A

EXISTING ZONING DESIGNATION: Public; R-3 (High Density Residential)

SURROUNDING ZONING DESIGNATIONS:

North — R-2 (Medium Density Residential); P (Public); SPUD (Small Planned Unit Development)
South — PUD (Planned Unit Development); C-2 (Community Commercial)
West — R-3 (High Density Residential); P (Public)
East — R-3 (High Density Residential); C-2 (Community Commercial)

PROPOSED ZONING DESIGNATION: City of Leesburg SPUD (Small Planned Unit Development)

EXISTING LAND USE: Vacant lots and some abandoned structures.

SURROUNDING LAND USE:

North — Residential
South — Commercial (vacant)
West — Residential (Mobile Home Park)
East — Church; Commercial; Residential

PROPOSED LAND USE: Medical and professional office campus.

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

DATE: September 4, 2020
OWNER: Venetian Isle North Holdings, LLC
PETITIONER: Venetian Isle North Holdings, LLC
PROJECT: Venetian Isle North
REQUEST: SPUD (Small Planned Unit Development) to develop a professional office campus
CASE NO.: SPUD-20-77

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 9/18/20

FIRE

No comments from Fire Department. Amanda Stevenson 9/4/20

ELECTRIC

Electric has no objections. The plan calls for roads to be closed. The area has underground utilities that will have to be relocated at the developer's expense. Steve Davis 9/3/20

GAS

No comments received as of 9/18/20

GIS

No comments received as of 9/18/20

BUILDING

No comments received as of 9/18/20

PUBLIC WORKS

No issues from public Works! Cliff Kelsey 9/3/20

ADDRESSING

No comments received as of 9/18/20

ECONOMIC DEVELOPMENT

No comments received as of 9/18/20

LAKE COUNTY PUBLIC WORKS

The school district does not have any comments for the medical/professional office use. Thanks Helen LaValley 9/3/20

LAKE COUNTY SCHOOLS

No comments received as of 9/18/20

PUBLIC RESPONSES

Approval

4 approvals

Disapproval

No comments received as of 9/18/20

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL)

PUBLIC COMMENTS (DISAPPROVAL)

PUBLIC COMMENTS (UNDECIDED)



**CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS**

DATE: September 24, 2020
OWNER: Venetian Isle North Holdings, LLC
PETITIONER: Venetian Isle North Holdings, LLC
PROJECT: Venetian Isle North
REQUEST: SPUD (Small Planned Unit Development) to develop a professional office campus
CASE NO.: SPUD-20-77

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 the surrounding adjacent properties having zoning designations of R-3 (High Density Residential) and R-2 (Medium Density Residential) and C-2(Community Commercial).
2. The Future Land Use designations of Institutional and Transitional are compatible with surrounding adjacent properties having Transitional, Low Density Residential, and High Density Residential future land use designations.
3. The proposed request is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve this request to rezone the subject property from P (Public) and R-3(High Density Residential) to SPUD (Small Planned Unit Development) and forward the recommendation to the City Commission for consideration.



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
VENETIAN CENTER
THURSDAY, SEPTEMBER 24TH, 2020 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, September 24th, 2020, at Venetian Center.

Chairman Ted Bowersox called the meeting to order at 4:30 p.m.

The following Commission members were present:

Ted Bowersox – Chairman
Clell Coleman – Vic Chairman
Frazier Marshall
John O’Kelley
Michael Fitzpatrick
Alfred Haliday
Chris Wood

The following Commission members were absent:

Ze’Shieca Carter

City staff in attendance included Dan Miller, Planning & Zoning Manager, Sabrina Mitchell, Administrative Assistant II, Dianne Pacewicz, Planner, Careylee Murray, Planner, Kandi Harper, Senior Planner, and City Attorney Fred Morrison was also present.

The meeting opened with an invocation given by Chairman Bowersox, followed by the Pledge of Allegiance to the Flag.

Dan Miller informed the audience of the rules of participation and the need to sign the speaker’s registry. He also informed Commissioners and the audience that the City Commission meeting dates are tentatively scheduled.

**DRAFT SUMMARY MINUTES OF THE PLANNING COMMISSION MEETING
FOR THURSDAY, AUGUST 13TH, 2020**

Commissioner O'Kelley moved to APPROVE the draft minutes from the AUGUST 13TH, 2020 meeting. Commissioner Fitzpatrick SECONDED the motion, which PASSED by a vote of 6 - 0.

DRAFT SUMMARY MINUTES OF THE PLANNING COMMISSION MEETING FOR THURSDAY, AUGUST 20TH, 2020

Commissioner Wood moved to APPROVE the draft minutes from the AUGUST 20TH, 2020 meeting. Commissioner Fitzpatrick SECONDED the motion, which PASSED by a vote of 6 - 0.

Sabrina Mitchell swore in staff as well as anyone in the audience wishing to speak.

Chairman Bowersox called for the next case under new business be brought forward.

1. PUBLIC HEARING CASE # SPUD-20-77 – VENETIAN ISLE NORTH – SMALL PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 6.64 ACRES FROM P (PUBLIC) AND R-3 (HIGH DENSITY RESIDENTIAL) TO SPUD (SMALL PLANNED UNIT DEVELOPMENT) FOR A PROPERTY GENERALLY LOCATED NORTH OF EAST DIXIE AVENUE AND EAST OF SOUTH LAKE STREET, AS LEGALLY DESCRIBED IN SECTIONS 25 AND 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, NOVEMBER 9TH, 2020 AND SECOND READING IS SCHEDULED FOR MONDAY, NOVEMBER 23RD, 2020)** (Venetian Isle North)

Dan Miller introduced case number #SPUD-20-77 – Venetian Isle North – Small Planned Unit Development into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

Mr. Miller gave a background of the subject property, location and current zoning. Mr. Miler explained the history of the subject property and requests.

Kandi Harper utilized a power point presentation to demonstrate the area of the proposed site for both cases.

Department Review Summary: This case was sent out to all the different departments for review, no substantive comments received. Under Public responses several people came

by the office, they appear to be satisfied that medical uses and their own properties would not be impacted.

Mr. Miller read the Staff Recommendations into the record; and then went over the (PUD) Planned Unit Development. Staff recommending approval on this project.

Chairman Bowersox expressed concern on between professional and residential some type of security buffer, fencing, and project design.

Mike Rankin with LPG of Mount Dora introduced himself for the record and explained the PUD, certain buffers, mindful residential development in that area, professional and medical campus connecting the hospital to the Marriott property; medical mile mentality, estimated project in addition to this project that's Marriott sits on looking at about 150M for downtown, signage, buffers, and landscape; represents the type of project we want to have there.

Mr. Rankin stated that Dan Miller and Staff was deeply involved in this project as well as the Marriott project, and the City of Leesburg has an incredible Planning & Zoning staff.

Chairman Bowersox stated any questions from the applicant or discussion of Staff.

Chairman Bowersox stated any comments from the Public, and entertained a motion, then the voting took place.

Commissioner Fitzpatrick made a MOTION for APPROVAL of case # SPUD-20-77 – VENETIAN ISLE NORTH – SMALL PLANNED UNIT DEVELOPEMENT Commissioner Haliday SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 5- 0.

DISCUSSION

None

ANNOUNCEMENTS

Mr. Miller apologizes for the split meeting and stated we did have a scheduling conflict and thanks Commission and City Attorney and Staff for pulling this off. Staff really appreciates you.

Commissioner O'Kelley made a motion to adjourn meeting.

ADJOURNMENT

Approximately 7:08 p.m.

Ted W. Bowersox, Chairman

Sabrina Mitchell, Administrative Assistant II



Close up of sign posting.



Posting of sign on site (East Dixie Avenue).



Looking west along East Dixie Avenue from sign posting.



Looking south across East Dixie Avenue from sign posting.



Looking east along East Dixie Avenue from sign posting.



Posting of sign on site (Minatee Lane).



Looking north along Minatee Lane from sign posting.



Looking south along Minatee Lane from sign posting.



Looking east across Minatee Lane from sign posting.



Posting of sign on site (Washington Street).



Looking east along Washington Street from sign posting.



Looking north across Washington Street (towards Bisby Street).



Looking west along Washington Street.



Posting of sign on site (Washington Street).



Looking east along Washington Street from sign posting.



Looking west along Washington Street sign sign posting.



Looking south across Washington Street from sign posting.



Posting of sign on site (Washington Street).



Looking west along Washington Street from sign posting.



Looking west towards the intersection of Indiana Street and Washington Street from sign posting).



Looking north along Indiana Street from sign posting.



Posting of sign on site (Washington Street).



Looking west along Washington Street from sign posting.

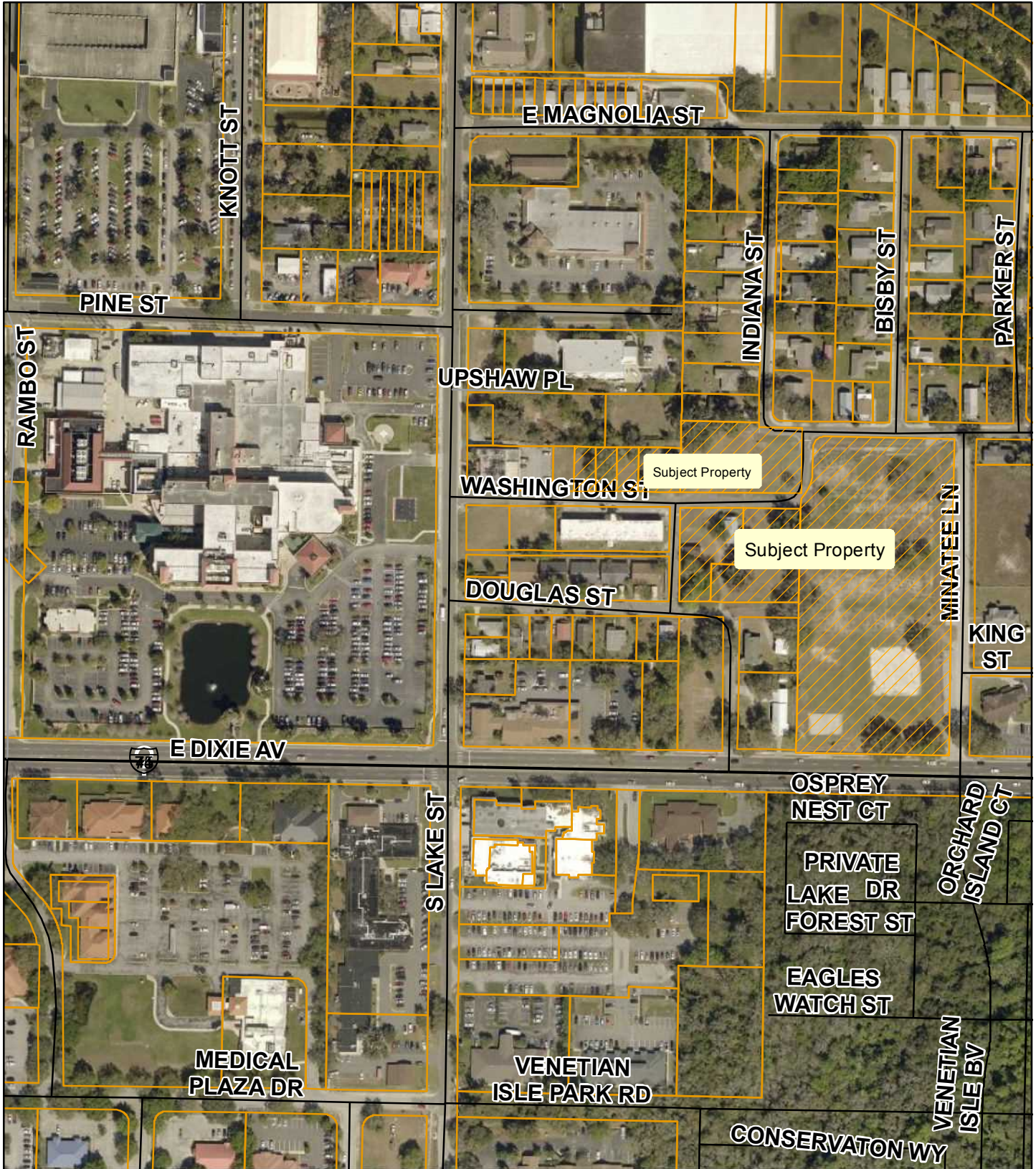


Looking south across Washington Street from sign posting.

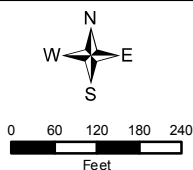


Looking east along Washington Street from sign posting.

Aerial



**Planning
& Zoning
Division**



SPUD-20-77

Venetian Isle North

AK #s: 1232848; 1232864; 1266211; 3329228; 1266246; 1232830; 3918830

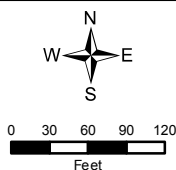
Sections 25 and 26, Township 19 South, Range 24 East

March 26, 2020

Aerial



**Planning
& Zoning
Division**



SPUD-20-77

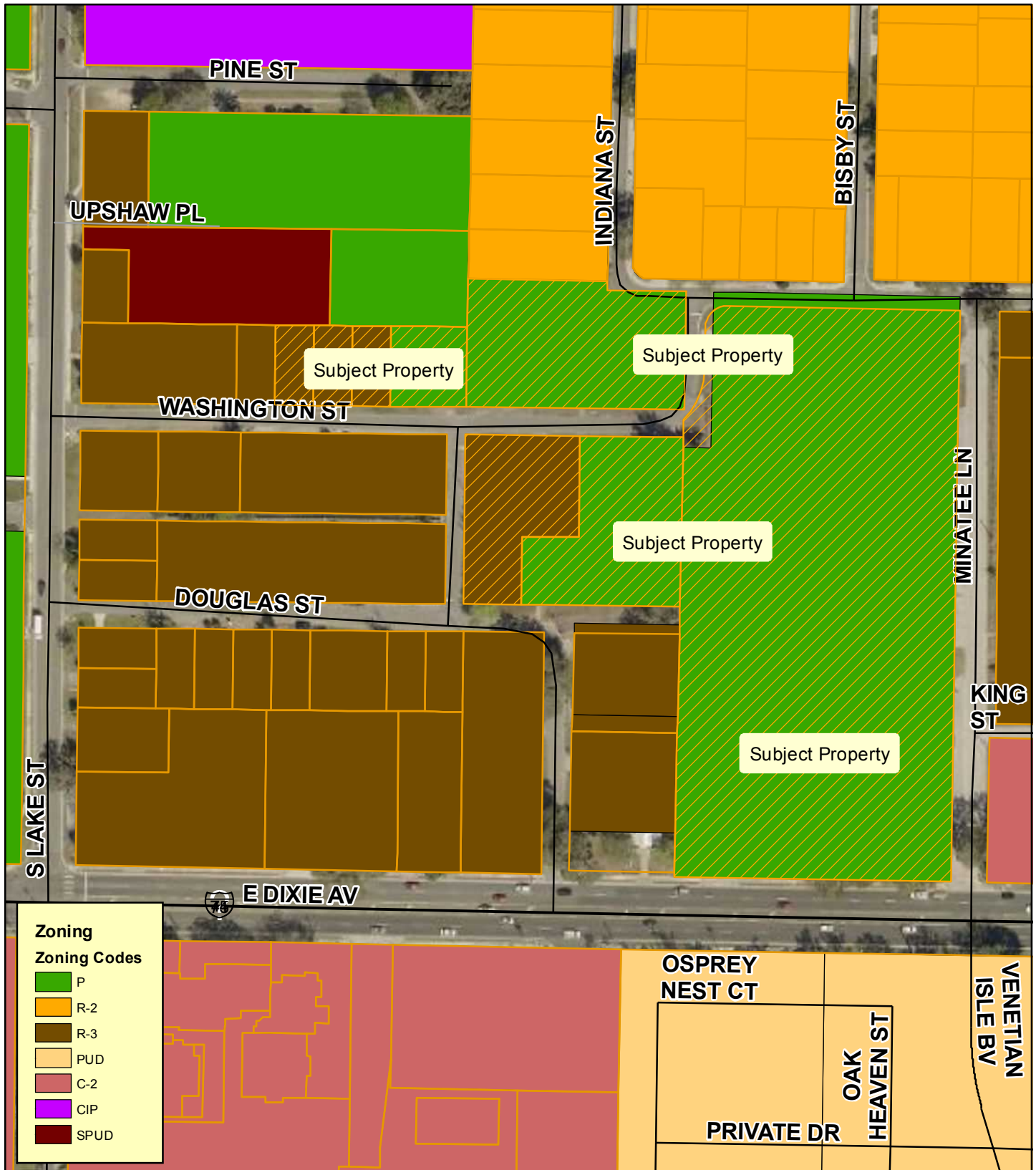
Venetian Isle North

AK #s: 1232848; 1232864; 1266211; 3329228; 1266246; 1232830; 3918830

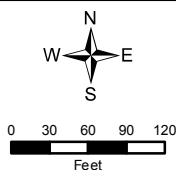
Sections 25 and 26, Township 19 South, Range 24 East

March 26, 2020

Zoning



**Planning
& Zoning
Division**



SPUD-20-77

Venetian Isle North

AK #s: 1232848; 1232864; 1266211; 3329228; 1266246; 1232830; 3918830

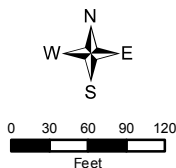
Sections 25 and 26, Township 19 South, Range 24 East

March 26, 2020

PROPOSED Zoning



**Planning
& Zoning
Division**



SPUD-20-77

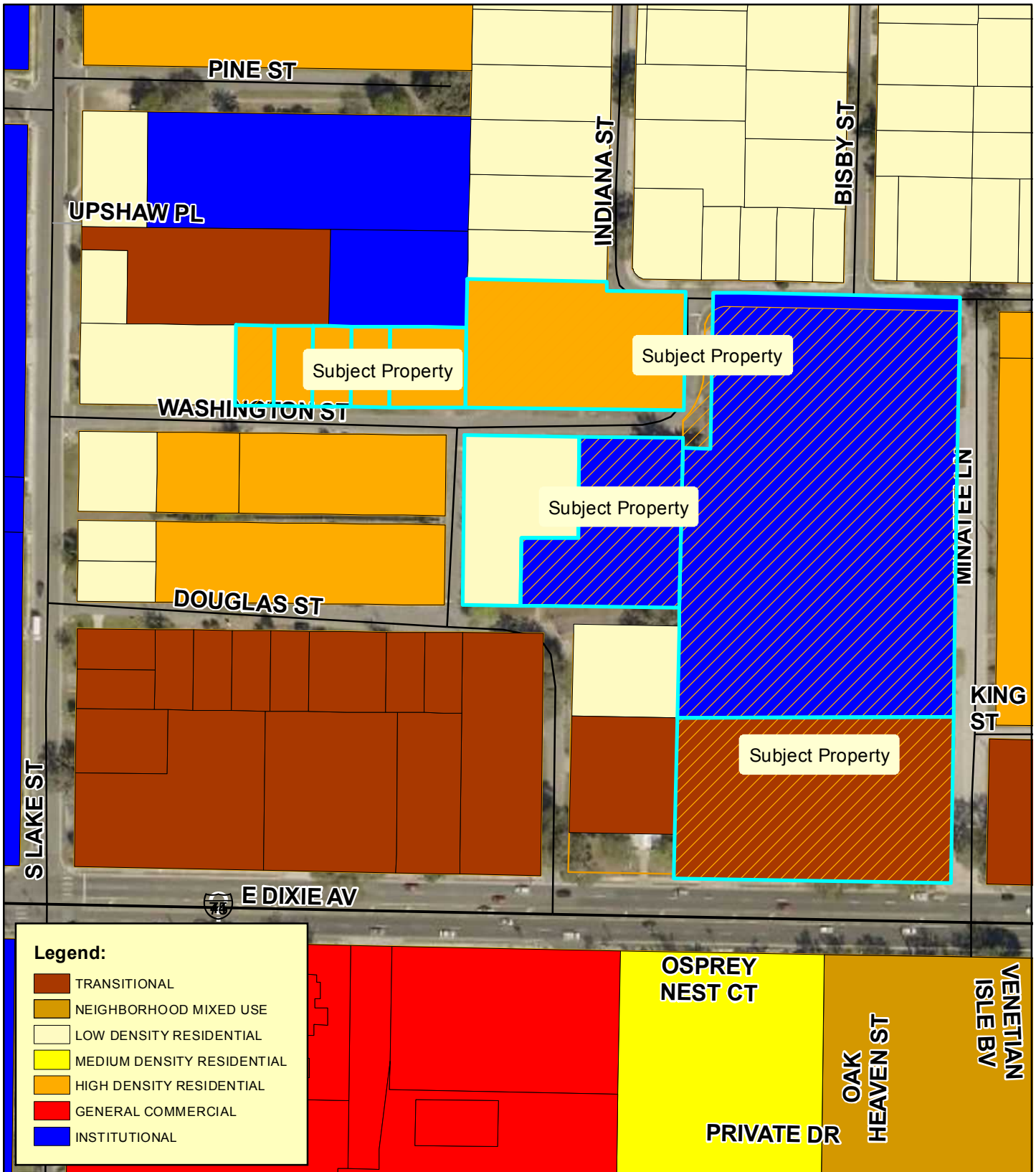
Venetian Isle North

AK #s: 1232848; 1232864; 1266211; 3329228; 1266246; 1232830; 3918830

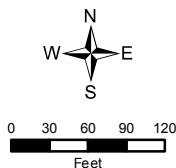
Sections 25 and 26, Township 19 South, Range 24 East

March 26, 2020

Future Land Use



**Planning
& Zoning
Division**



SPUD-20-77

Venetian Isle North

AK #s: 1232848; 1232864; 1266211; 3329228; 1266246; 1232830; 3918830

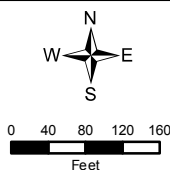
Sections 25 and 26, Township 19 South, Range 24 East

March 26, 2020

Surrounding Land Use



**Planning
& Zoning
Division**



SPUD-20-77

Venetian Isle North

AK #s: 1232848; 1232864; 1266211; 3329228; 1266246; 1232830; 3918830

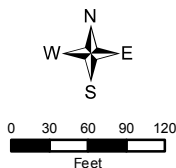
Sections 25 and 26, Township 19 South, Range 24 East

March 26, 2020

Wetlands and Flood Zones



**Planning
& Zoning
Division**



SPUD-20-77

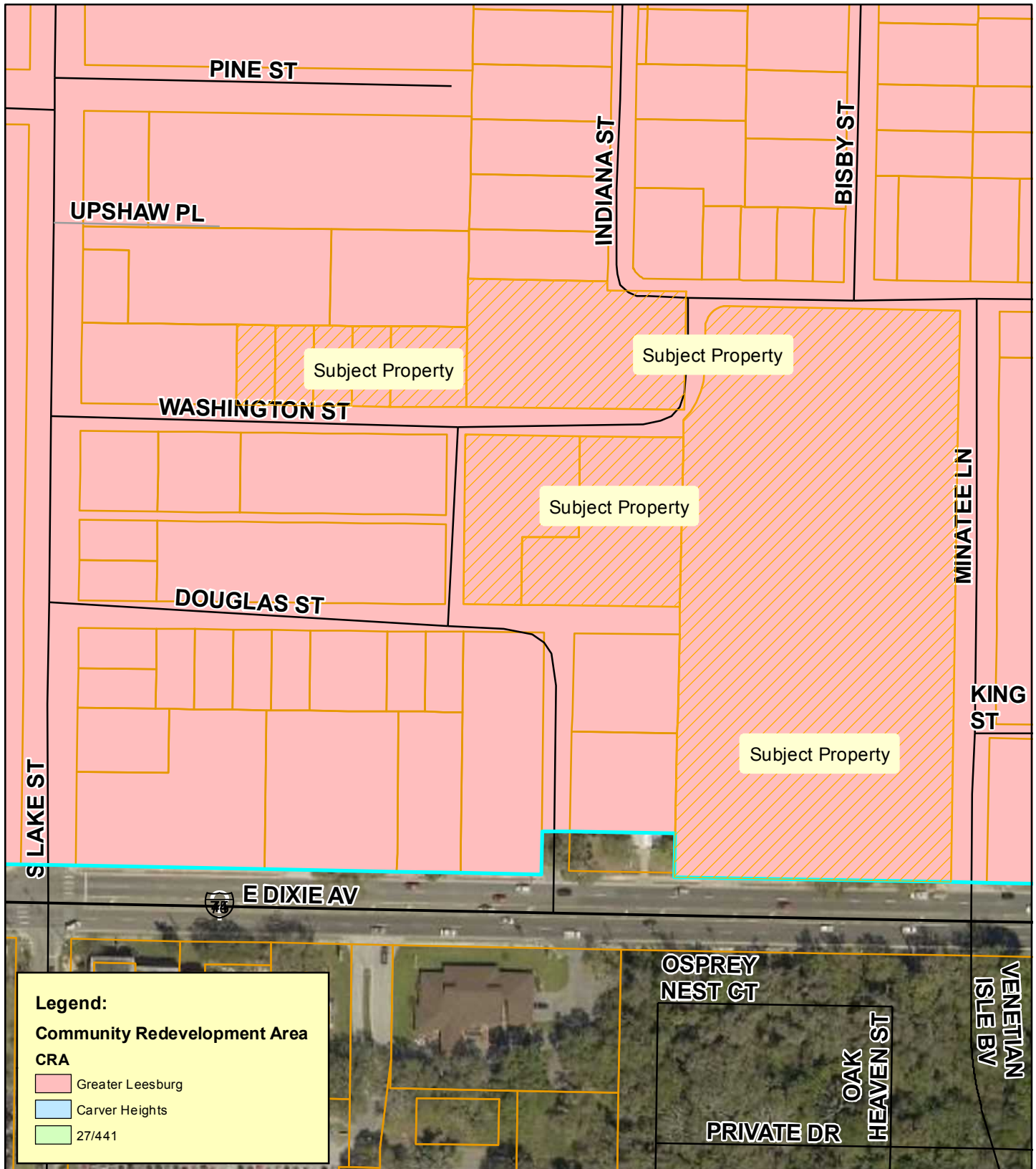
Venetian Isle North

AK #s: 1232848; 1232864; 1266211; 3329228; 1266246; 1232830; 3918830

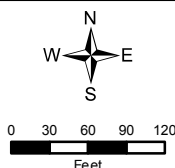
Sections 25 and 26, Township 19 South, Range 24 East

March 26, 2020

Community Redevelopment Area



**Planning
& Zoning
Division**



SPUD-20-77

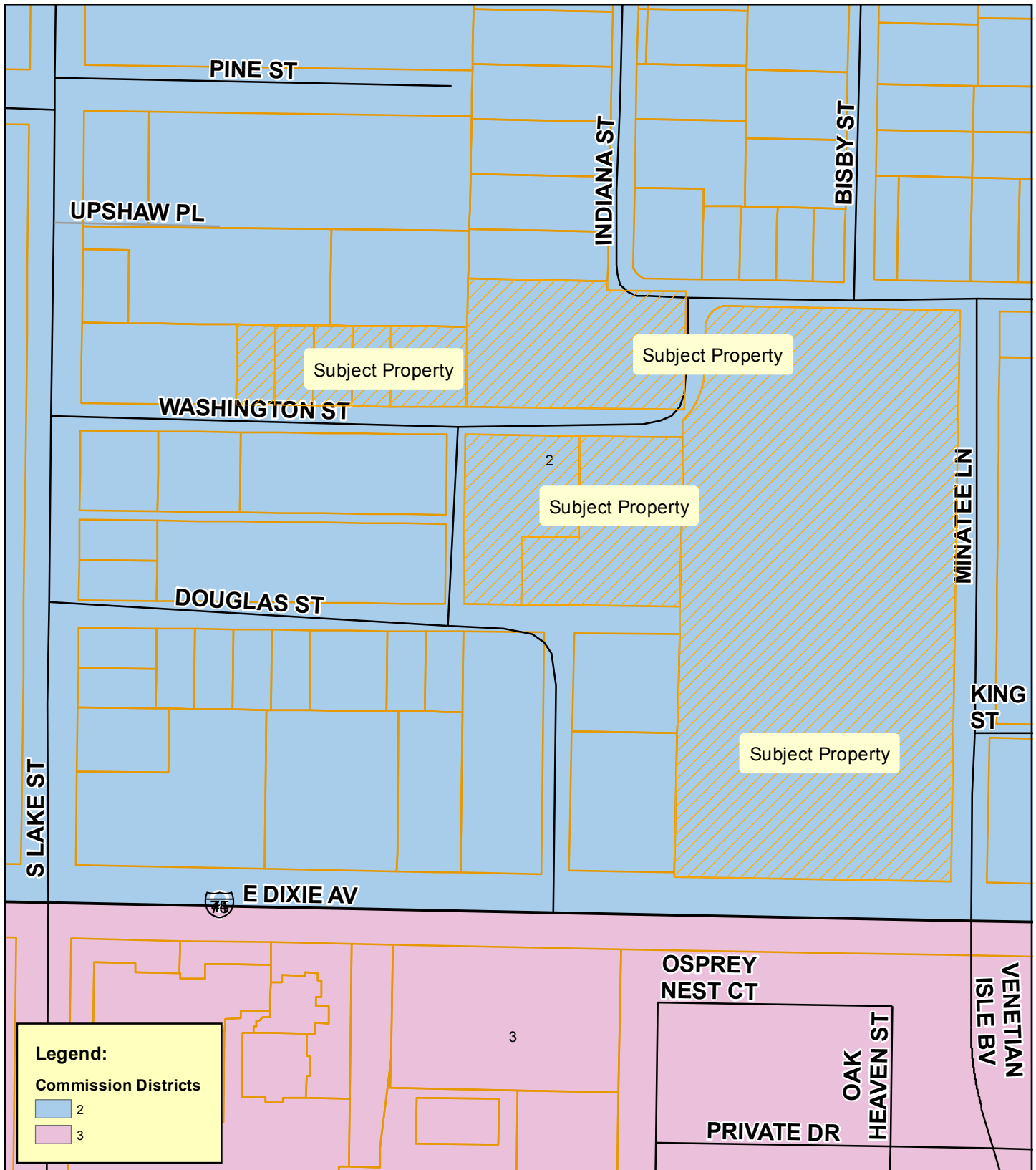
Venetian Isle North

AK #s: 1232848; 1232864; 1266211; 3329228; 1266246; 1232830; 3918830

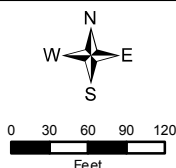
Sections 25 and 26, Township 19 South, Range 24 East

March 26, 2020

Commission District 2



**Planning
& Zoning
Division**



SPUD-20-77

Venetian Isle North

AK #s: 1232848; 1232864; 1266211; 3329228; 1266246; 1232830; 3918830

Sections 25 and 26, Township 19 South, Range 24 East

March 26, 2020

Miscellaneous Accounts Receivable Customers With Unpaid Balances
Prepared by Finance
February 11, 2021

CURRENTLY WORKED BY PROVIDING DEPARTMENT OR FINANCE

013 Fund

Arnold, Dorian	Working with Housing Dept	Housing Rent	\$	2,425.00
Tucker, Shetonia	Working with Housing Dept	Housing Rent	\$	1,400.00
			\$	3,825.00

041 Fund

Angulo, Carlos Alberto		Damage to City Property	\$	5,714.13
Elliott, Lauren E		Damage to City Property	\$	2,096.98
Ethier, Shirley		Damage to City Property	\$	12,055.78
Foster, Steven Michael		Damage to City Property	\$	6,811.07
Holston, Judith		Damage to City Property	\$	1,044.05
Humphreys, Brian Conrad		Damage to City Property	\$	600.67
Kling, Ryan	With City Attorney for Collections	Damage to City Property	\$	3,971.63
Kmieciak, Christopher		Damage to City Property	\$	1,500.00
Serrano, Josue		Damage to City Property	\$	4,956.04
Stiglianese, Margaret		Damage to City Property	\$	481.26
White, Christina		Damage to City Property	\$	4,502.90
			\$	43,734.51

013 FUND TOTAL	\$	3,825.00
041 FUND TOTAL	\$	43,734.51
	\$	47,559.51

Total \$ 47,559.51

Expected write offs as of Jan 31, 2021

Every September, the Finance Director informs the Commission the dollar amount of customer accounts to be written off. Listed below are the amounts for the prior fiscal years and how the City is trending for fiscal years 2019 and 2020.

Fiscal Write Off Year	Projected Written Off	Actual Written Off	Add'l Amount Collected
2019-2020	\$ 284,281	666,005	381,724
2018-2019	342,912	284,276	(58,636)
2017-2018	394,427	268,001	(126,426)
2016-2017	345,913	314,552	(31,361)
2015-2016	491,091	440,511	(50,580)
2014-2015	431,543	364,023	(67,519)
2013-2014	292,507	258,246	(34,261)
2012-2013	280,544 *	216,319	(64,225)
2011-2012	380,227 *	341,414	(38,813)

Projected
Fiscal year 2020 - Month by Month
10/01/19- 09/30/20

Month	Amount Written Off	Number of Accounts	
		Commercial	Residential
October	\$ 19,944	1	77
November	31,154	4	86
December	36,983	0	96
January	37,762	6	101
February	26,751	3	80
March	19,023	5	68
April	32,336	4	81
May	21,442	5	53
June	17,783	3	64
July	17,863	3	51
August	7,320	0	29
September	15,920	2	35
Accounts to be written off*	\$ 284,281	36	821
Prior Yr to Date	\$ 342,912	47	887
difference - () negative	\$ 58,631	11	66

Average Account Balance	
Commercial	Residential
142.21	257.17
128.78	326.26
0.00	385.24
259.66	358.46
326.45	322.14
267.03	256.20
316.00	383.60
268.40	379.22
432.26	257.60
1,371.46	269.58
0.00	252.40

Projected
Fiscal year 2020 - Month by Month
10/01/20- 09/30/21

Month	Amount Written Off	Number of Accounts		Average Account Balance	
		Commercial	Residential	Commercial	Residential
October	\$ 19,918	3	53	511.79	346.85
November	41,356	6	79	247.65	504.69
December	36,068	3	77	546.70	445.82
January	40,881	4	77	107.41	530.92
February					
March					
April					
May					
June					
July					
August					
September					
Accounts to be written	\$ 138,223	16	286		
Prior Yr to Date	\$ 125,843	11	360		
difference - () negative	\$ 12,380	5	(74)		

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct. 1, 2020 and Ending on January 31, 2021

Prepared by: Finance Department

Fund Name	Adopted Budget	Receipts				Budget Balance
		Revenues Amount	Non-Revenue Receipts * Amount	Total Receipts Amount	Percentage	
001 General Fund	\$ 9,540,942	\$ 9,912,579	\$ 3,548,311	\$ 13,460,889	141%	(\$ 3,919,947)
Special Revenue Funds						
013 Housing Assistance	45,516	21,825	0	21,825	48%	23,691
021 Debt Service Fund	538,720	0	1,613,347	1,613,347	299%	(1,074,627)
031 Capital Projects Fund	2,312,777	35,728	817,985	853,713	37%	1,459,064
132 Local Option Sales Tax	592,122	570,584	0	570,584	96%	21,538
121 Police Forfeiture Fund	2,332	344	0	344	15%	1,988
122 Police Education Fund	2,000	851	0	851	43%	1,149
133 Gas Tax	361,441	181,482	0	181,482	50%	179,959
141 Police Impact Fees	35,756	67,585	0	67,585	189%	(31,829)
142 Fire Impact Fees	0	7,097	0	7,097	0%	(7,097)
143 Recreation Impact Fees	0	50,062	0	50,062	0%	(50,062)
151 Building Fund	404,212	270,023	12,840	282,863	70%	121,349
Community Redevelopment Agencies						
016 Greater Leesburg CRA Fund	231,206	545,176	0	545,176	236%	(313,970)
017 Carver Heights CRA Fund	151,354	412,346	0	412,346	272%	(260,992)
018 Highway 27/441 CRA Fund	416,732	1,185,272	0	1,185,272	284%	(768,540)
Total General Governmental Funds	14,635,110	13,260,953	5,992,482	19,253,436	132%	(4,618,326)
Enterprise Funds						
014 Stormwater Utility Fund	614,620	541,038	0	541,038	88%	73,582
041 Electric Utility Fund	25,093,522	18,158,864	398,544	18,557,408	74%	6,536,114
042 Gas Utility Fund	2,500,686	2,252,491	39,425	2,291,916	92%	208,770
043 Water Utility Fund	3,901,700	3,002,189	50,273	3,052,461	78%	849,239
044 Wastewater Utility Fund	11,025,604	4,550,630	0	4,550,630	41%	6,474,974
046 Sanitation Services Fund	1,582,226	1,492,696	0	1,492,696	94%	89,530
048 Airport Fund	2,366,462	1,727,328	0	1,727,328	73%	639,134
Internal Service Funds						
064 Health Insurance Fund	2,422,844	2,334,180	0	2,334,180	96%	88,664
065 Workers' Compensation Insurance Fund	219,668	244,148	0	244,148	111%	(24,480)
066 Risk Management Fund	298,932	835,808	0	835,808	280%	(536,876)
510 Fleet Maintenance Fund	1,461,626	891,043	502,314	1,393,357	95%	68,269
Pension Trust Funds						
061 Municipal Police Retirement Trust Fund	636,256	2,786,075	0	2,786,075	438%	(2,149,819)
062 Municipal Firemen's Retirement Trust Fund	545,016	2,700,248	0	2,700,248	495%	(2,155,232)
063 General Employees' Retirement Fund	1,111,796	3,810,788	0	3,810,788	343%	(2,698,992)
Total All Funds	\$ 68,416,068	\$ 58,588,478	\$ 6,983,039	\$ 65,571,517	96%	\$ 2,844,551

* Interfund Charges and Transfers, Developer Contributions, and Debt Proceeds

NOTE - Amounts may not sum due to rounding.

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct. 1, 2020 and Ending on January 31, 2021

Prepared by: Finance Department

Fund Name	Disbursements				Excess of Receipts Over (Under) Disbursements
	Adopted Budget	Amount	Percentage	Budget Balance	
<u>General Fund</u>	\$ 9,540,942	\$ 10,333,085	108%	(\$ 792,143)	\$ 3,127,805
<u>Special Revenue Funds</u>					
Housing Assistance	45,516	42,383	93%	3,133	(20,558)
Debt Service Fund	538,720	1,283,464	238%	(744,744)	329,883
Capital Projects Fund	2,312,777	1,939,300	84%	373,477	(1,085,587)
Local Option Sales Tax	592,122	727,740	123%	(135,618)	(157,156)
Police Forfeiture Fund	2,332	0	0%	2,332	344
Police Education Fund	2,000	6,027	301%	(4,027)	(5,175)
Gas Tax	361,441	473,371	131%	(111,930)	(291,889)
Police Impact Fees	35,756	40,351	113%	(4,595)	27,234
Fire Impact Fees	0	140	0%	(140)	6,957
Recreation Impact Fees	0	2,440	0%	(2,440)	47,622
Building Fund	404,212	552,025	137%	(147,813)	(269,163)
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA Fund	231,206	302,275	131%	(71,069)	242,901
Carver Heights CRA Fund	151,354	39,285	26%	112,069	373,060
Highway 27/441 CRA Fund	416,732	162,993	39%	253,739	1,022,279
<u>Total General Governmental Funds</u>	14,635,110	15,904,879	109%	(1,269,769)	3,348,557
<u>Enterprise Funds</u>					
Stormwater Utility Fund	614,620	360,733	59%	253,887	180,305
Electric Utility Fund	25,093,522	18,458,224	74%	6,635,298	99,184
Gas Utility Fund	2,500,686	2,042,922	82%	457,764	248,994
Water Utility Fund	3,901,700	2,594,058	66%	1,307,642	458,403
Wastewater Utility Fund	11,025,604	3,434,806	31%	7,590,798	1,115,824
Sanitation Services Fund	1,582,226	1,764,529	112%	(182,303)	(271,833)
Airport Fund	2,366,462	887,332	38%	1,479,130	839,996
<u>Internal Service Funds</u>					
Health Insurance Fund	2,422,844	2,924,809	121%	(501,965)	(590,629)
Workers' Compensation Insurance Fund	219,668	251,683	115%	(32,015)	(7,535)
Risk Management Fund	298,932	835,129	279%	(536,197)	679
Fleet Maintenance Fund	1,461,626	1,303,840	89%	157,786	89,517
<u>Pension Trust Funds</u>					
Municipal Police Retirement Trust Fund	636,256	386,001	61%	250,255	2,400,074
Municipal Firemen's Retirement Trust Fund	545,016	474,106	87%	70,910	2,226,142
General Employees' Retirement Fund	1,111,796	1,019,241	92%	92,555	2,791,547
Total All Funds	\$ 68,416,068	\$ 52,642,291	77%	\$ 15,773,777	\$ 12,929,226

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On October 1, 2019 and Ending on January 31, 2020

Prepared by: Finance Department

Fund Name	Adopted Budget	Receipts				Budget Balance
		Revenues Amount	Non-Revenue Receipts * Amount	Total Receipts Amount	Percentage	
001 General Fund	\$ 10,440,570	\$ 8,415,695	\$ 3,002,474	\$ 11,418,169	109%	(\$977,599)
Special Revenue Funds						
013 Housing Assistance	39,412	35,975	0	35,975	91%	3,437
021 Debt Service Fund	511,732	0	1,535,199	1,535,199	300%	(1,023,467)
031 Capital Projects Fund	3,362,868	70,802	4,745,264	4,816,066	143%	(1,453,198)
132 Local Option Sales Tax	887,566	536,377	0	536,377	60%	351,189
121 Police Forfeiture Fund	2,332	1,098	0	1,098	47%	1,234
122 Police Education Fund	2,000	1,400	0	1,400	70%	600
133 Gas Tax	275,704	155,040	0	155,040	56%	120,664
141 Police Impact Fees	7,000	43,009	0	43,009	614%	(36,009)
142 Fire Impact Fees	-	6,552	0	6,552	0%	(6,552)
143 Recreation Impact Fees	8,332	30,874	0	30,874	371%	(22,542)
151 Building Fund	429,632	348,257	7,700	355,957	83%	73,675
Community Redevelopment Agencies						
016 Greater Leesburg CRA Fund	152,666	430,725	0	430,725	282%	(278,059)
017 Carver Heights CRA Fund	128,570	325,191	0	325,191	253%	(196,621)
018 Highway 27/441 CRA Fund	272,916	783,462	0	783,462	287%	(510,546)
Total General Governmental Funds	16,521,300	11,184,458	9,290,637	20,475,094	124%	(3,953,794)
Enterprise Funds						
014 Stormwater Utility Fund	787,344	535,361	0	535,361	68%	251,983
041 Electric Utility Fund	22,490,399	17,754,123	123,410	17,877,533	79%	4,612,866
042 Gas Utility Fund	2,391,518	2,241,216	34,926	2,276,142	95%	115,376
043 Water Utility Fund	3,485,348	3,119,972	42,571	3,162,543	91%	322,805
044 Wastewater Utility Fund	7,182,868	4,388,575	0	4,388,575	61%	2,794,293
046 Sanitation Services Fund	1,462,076	1,742,402	0	1,742,402	119%	(280,326)
048 Airport Fund	1,971,779	572,007	0	572,007	29%	1,399,772
Internal Service Funds						
064 Health Insurance Fund	2,234,380	2,108,902	0	2,108,902	94%	125,478
065 Workers' Compensation Insurance Fund	254,936	268,839	0	268,839	105%	(13,903)
066 Risk Management Fund	242,564	776,172	0	776,172	320%	(533,608)
510 Fleet Maintenance Fund	1,719,410	1,031,823	0	1,031,823	60%	687,587
Pension Trust Funds						
061 Municipal Police Retirement Trust Fund	585,900	1,466,383	0	1,466,383	250%	(880,483)
062 Municipal Firemen's Retirement Trust Fund	564,516	1,560,278	0	1,560,278	276%	(995,762)
063 General Employees' Retirement Fund	1,129,600	2,172,470	0	2,172,470	192%	(1,042,870)
Total All Funds	\$ 63,023,938	\$ 50,922,979	\$ 9,491,544	\$ 60,414,523	96%	\$ 2,609,415

NOTE - Amounts may not sum due to rounding.

* Interfund Charges and Transfers, Developer Contributions, and Debt Proceeds

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On October 1, 2019 and Ending on January 31, 2020

Prepared by: Finance Department

Fund Name	Disbursements			Budget Balance	Excess of Receipts Over (Under) Disbursements
	Adopted Budget	Amount	Percentage		
<u>General Fund</u>	\$ 10,440,570	\$ 13,087,242	125%	(\$ 2,646,672)	(\$ 1,669,074)
<u>Special Revenue Funds</u>					
Housing Assistance	39,412	44,116	112%	(4,704)	(8,141)
Debt Service Fund	511,732	1,186,618	232%	(674,886)	348,581
Capital Projects Fund	3,362,868	3,016,623	90%	346,245	1,799,444
Local Option Sales Tax	887,566	887,245	100%	321	(350,868)
Police Forfeiture Fund	2,332	0	0%	2,332	1,098
Police Education Fund	2,000	5,851	293%	(3,851)	(4,451)
Gas Tax	275,704	401,742	146%	(126,038)	(246,702)
Police Impact Fees	7,000	6,889	98%	111	36,120
Fire Impact Fees	0	60	0%	(60)	6,492
Recreation Impact Fees	8,332	26,560	319%	(18,228)	4,314
Building Fund	429,632	251,020	58%	178,612	104,937
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA Fund	152,666	108,508	71%	44,158	322,217
Carver Heights CRA Fund	128,570	47,227	37%	81,343	277,964
Highway 27/441 CRA Fund	272,916	151,059	55%	121,857	632,404
<u>Total General Governmental Funds</u>	16,521,300	19,220,759	116%	(2,699,459)	1,254,335
<u>Enterprise Funds</u>					
Stormwater Utility Fund	787,344	339,547	43%	447,797	195,814
Electric Utility Fund	22,490,399	17,906,586	80%	4,583,813	(29,053)
Gas Utility Fund	2,391,518	2,087,497	87%	304,021	188,645
Water Utility Fund	3,485,348	2,550,823	73%	934,525	611,720
Wastewater Utility Fund	7,182,868	3,101,731	43%	4,081,137	1,286,844
Sanitation Services Fund	1,462,076	1,559,180	107%	(97,104)	183,222
Airport Fund	1,971,779	815,966	41%	1,155,813	(243,959)
<u>Internal Service Funds</u>					
Health Insurance Fund	2,234,380	2,347,946	105%	(113,566)	(239,044)
Workers' Compensation Insurance Fund	254,936	216,993	85%	37,943	51,845
Risk Management Fund	242,564	775,160	320%	(532,596)	1,012
Fleet Maintenance Fund	1,719,410	807,489	47%	911,921	224,333
<u>Pension Trust Funds</u>					
Municipal Police Retirement Trust Fund	585,900	356,010	61%	229,890	1,110,372
Municipal Firemen's Retirement Trust Fund	564,516	482,120	85%	82,396	1,078,158
General Employees' Retirement Fund	1,129,600	1,056,535	94%	73,065	1,115,934
Total All Funds	\$ 63,023,938	\$ 53,624,342	85%	\$ 9,399,596	\$ 6,790,181

**CITY OF LEESBURG
CASH AND INVESTMENTS BY FUND
1/31/2021**

POOLED CASH & INVESTMENTS		TOTAL	GENERAL FUND	SPECIAL REVENUE FUNDS GROUP	DEBT SERVICE FUNDS	CAPITAL PROJECTS FUND	ELECTRIC UTILITY FUND	GAS UTILITY FUND	WATER UTILITY FUND	WASTEWATER TREATMENT FUND	COMMUNICATION FUND	SANITATION SERVICES FUND	STORM WATER FUND	AIRPORT FUND	BUILDING PERMITS FUND	INTERNAL SERVICE FUNDS GROUP
OPERATING CASH		\$ 73,031,701.72	\$ 14,867,299.57	\$ 4,960,686.70	\$ 966,435.99	\$ 563,429.52	\$ 11,735,080.06	\$ 2,776,877.06	\$ 5,855,237.65	\$ 15,746,621.01		\$ 1,981,308.34	\$ 2,634,349.76	\$ 2,371,050.91	\$ 2,375,476.63	\$ 6,197,848.52
RESTRICTED CASH																
	CUSTOMER DEPOSITS	6,070,526.57					4,707,283.97	802,172.54	555,720.06	2,190.00		3,160.00				
	RENEWL & REPLCMNT	21,197,954.07	1,115,025.78	5,576.14			6,702,362.99	799,999.98	2,841,968.55	8,695,366.16		850,000.00				187,654.47
	BOND/NOTE SINKING FUND	17,294,878.15		199,465.20			2,899,307.06	43,719.93	380,385.08	13,772,000.88						
	INFRASTRUCTURE DEVELOPMENT															
	SIGN GRANT & HUD SHIP															
	HWY 441/27 CRA - Restricted Surplus	600,000.00		600,000.00					789,917.80	3,526,051.07						
	IMPACT FEES	4,315,968.87														
	OTHER RESTRICTED CASH	7,281,491.24		71,976.54		7,007,213.71		202,300.99								
	DEVELOPER CONTRIBUTIONS	2,309,729.92					2,280,575.52	29,154.40								
	RATE STABILIZATION	2,524,915.00					2,524,915.00									
SUBTOTAL OF RESTRICTED CASH		61,595,463.82	1,115,025.78	877,017.88		7,007,213.71	19,114,444.54	1,877,347.84	4,567,991.49	25,995,608.11		853,160.00				187,654.47
TOTAL POOLED CASH		\$134,627,165.54	\$15,982,325.35	\$5,837,704.58	\$966,435.99	\$7,570,643.23	\$30,849,524.60	\$4,654,224.90	\$10,423,229.14	\$41,742,229.12	\$-	\$2,834,468.34	\$2,634,349.76	\$2,371,050.91	\$2,375,476.63	\$6,385,502.99
NON-POOLED RESTRICTED CASH																
	CASH WITH FISCAL AGENT	1,044,092.44			547,418.45			83,304.34	173,279.61	240,090.04						
	DEPOSITORY TRUST ACCOUNT	165,080.56						165,080.56								
	DEP-WELLS FARGO															
SUBTOTAL NON-POOLED CASH		1,209,173.00			547,418.45			248,384.90	173,279.61	240,090.04						
TOTAL POOLED CASH AND INVEST		\$135,836,338.54	\$15,982,325.35	\$5,837,704.58	\$1,513,854.44	\$7,570,643.23	\$30,849,524.60	\$4,902,609.80	\$10,596,508.75	\$41,982,319.16		\$2,834,468.34	\$2,634,349.76	\$2,371,050.91	\$2,375,476.63	\$6,385,502.99

INDIVIDUAL SPECIAL REVENUE FUNDS

		SPECIAL REVENUE FUNDS TOTAL	HOUSING ASSISTANCE FUND	GREATER LEESBURG CRA FUND	CARVER HEIGHTS CRA FUND	HIGHWAY 441/27 CRA FUND	POLICE FORFEITURE FUND	POLICE EDUCATION FUND	DISCRETIONARY SALES TAX FUND	GAS TAX FUND	POLICE IMPACT FUND	FIRE IMPACT FUND	RECREATION IMPACT FUND
POOLED CASH & INVESTMENTS													
OPERATING CASH		\$ 4,960,686.70	\$ 297,377.04	\$ 409,930.17	\$ 565,001.13	\$ 2,147,494.57	\$ 80,625.63	\$ (1,924.43)	\$ 238,981.88	\$ 601,233.81	\$ 494,576.40	\$ 30,649.03	\$ 96,741.47
RESTRICTED CASH													
	HUD SHIP PROGRAM & SHOUSE PROCEEDS	71,976.54	71,976.54										
	BOND/NOTE SINKING FUND	199,465.20		34,040.94		165,424.26							
	SIGN GRANT												
	R&R / OTHER RESTRICTED	5,576.14	5,576.14										
	CUSTOMER DEPOSITS	600,000.00				600,000.00							
SUBTOTAL OF RESTRICTED CASH		\$ 877,017.88	\$ 77,552.68	\$ 34,040.94	\$ -	\$ 765,424.26	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL POOLED CASH		\$ 5,837,704.58	\$ 374,929.72	\$ 443,971.11	\$ 565,001.13	\$ 2,912,918.83	\$ 80,625.63	\$ (1,924.43)	\$ 238,981.88	\$ 601,233.81	\$ 494,576.40	\$ 30,649.03	\$ 96,741.47
NON-POOLED RESTRICTED CASH													
	DEP-WELLS FARGO												
SUBTOTAL NON-POOLED CASH		\$ -											
TOTAL POOLED CASH AND INVEST		\$ 5,837,704.58	\$ 374,929.72	\$ 443,971.11	\$ 565,001.13	\$ 2,912,918.83	\$ 80,625.63	\$ (1,924.43)	\$ 238,981.88	\$ 601,233.81	\$ 494,576.40	\$ 30,649.03	\$ 96,741.47

INTERNAL SERVICE FUNDS

	INTERNAL SERVICE FUNDS TOTAL	HEALTH INSURANCE FUND	WORKERS' COMPENSATION FUND	RISK MANAGEMENT FUND	FLEET MAINTENANCE FUND
POOLED CASH & INVESTMENTS					
OPERATING CASH	\$ 6,197,848.52	\$ 777,855.05	\$ 2,069,264.92	\$ 159,158.51	\$ 3,191,570.04
RESTRICTED CASH	187,654.47				187,654.47
SUBTOTAL OF RESTRICTED CASH	\$ 187,654.47	\$ -	\$ -	\$ -	\$ 187,654.47
TOTAL POOLED CASH	\$ 6,385,502.99	\$ 777,855.05	\$ 2,069,264.92	\$ 159,158.51	\$ 3,379,224.51
TOTAL POOLED CASH AND INVESTMENTS	\$ 6,385,502.99	\$ 777,855.05	\$ 2,069,264.92	\$ 159,158.51	\$ 3,379,224.51

**CITY OF LEESBURG
INVESTMENT REPORT
1/31/2021**

DESCRIPTION	BALANCE 1/31/2021
BANK OPERATING AND SAVINGS ACCOUNTS	
Truist Bank - Disbursement	\$59,091,081
TD Bank - Savings	4,003,336
CenterState Bank - Savings	1,679,203
Centerstate Bank - CD	4,071,886
Synovus - CD	2,082,957
	\$70,928,461
LOCAL GOVERNMENT INVESTMENT POOLS	
FLSAFE	7,770,049
FLCLASS	9,831,599
FLPRIME	5,982,056
	23,583,704
U S TREASURY MONEY MARKET FUND (FGU Deposit)	165,081
US BANK (Fiscal Agent)	1,044,092
CHANDLER ASSET MANAGEMENT (SECURITIES)	37,615,000
PUBLIC TRUST ADVISORS (SECURITIES)	2,500,000
	40,115,000
TOTAL INVESTMENTS	<u>135,836,339</u>
MARKET ADJUSTMENT	<u>556,433</u>
TOTAL VALUE OF INVESTMENTS	<u><u>\$136,392,772</u></u>

