

**AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, DECEMBER 11, 2023 5:30 PM**

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS:

A. Leesburg High School Boys Bowling Team - State Champions

3. PRESENTATIONS:

A. Employee Service Award Recognitions:

Five Years: Darrell Blanton, Electric; Benjamin Lenfant, Police; and Jonathan Pearson, Public Grounds

Fifteen Years: Tracey Dean, Airport; Desmond McLean, Solid Waste Residential; and Claudia Procko, Library

Thirty Years: Nicholas Romanelli, Police

B. Downtown Parking Study Presentation - Public Works

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 November 27, 2023**

B. PURCHASING ITEMS:

1. **Fiscal Year 2024 Vehicle Purchase Approval**

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida, amending the Fiscal Year 2022-23 Budget for the General, Debt Service, Capital Projects, Gas, Water, Solid Waste, Health Insurance, Workers Compensation, Discretionary Sales Tax, Gas Tax, Police Education Receipts, Police Impact Fees and Recreation Impact Fees Funds for the Fourth Quarter; and providing an effective date.**
2. **Resolution of the City Commission of the City of Leesburg, authorizing the Mayor and City Clerk to apply for, and if awarded, accept the Assistance to Firefighters Grant (AFG) from FEMA, for the purchase of firefighter protective gear; and providing an effective date.**
3. **Resolution of the City Commission of the City of Leesburg, Florida, adopting the National Institute of Standards and Technology Cybersecurity Framework as the Cybersecurity Standard for the City of Leesburg, Florida; authorizing the City Manager or the City Manager's designee to adopt policies and procedures as necessary to implement the Cybersecurity Framework and comply with the provisions of Section 282.3185, Florida Statutes; authorizing the City Manager or the City Manager's designer to affirm compliance with the requirements of Section 282.3185, Florida Statutes; and providing an effective date.**
4. **Resolution of the City Commission of the City of Leesburg, Florida, rescinding Resolution No. 11,185, reinstating carrying charges for delinquent payment of utility charges as of January 1, 2024; and providing an effective date.**
5. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Community Development Block Grant (CDBG) Program Subrecipient Agreement between Lake County, Florida, and the City of Leesburg for the Mispah-Simmons Apartment Complex Parking Lot replacement project CDBG FY 2023-2024; as described in the agreement; 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 Community**

Development Block Grant (CDBG) Program Subrecipient Agreement between Lake County, Florida, and the City of Leesburg for the Mispah-Simmons Apartment Complex Fence Replacement project CDBG FY 2023-2024; as described in the agreement; and providing an effective date.

- 7. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Lease Agreement with Find Peace Counseling at the Leesburg Business Incubator for a three-year term; and providing an effective date.**
- 8. Resolution amending the existing Investment Policy to increase the allowed cash percentage for Intergovernmental Investment Pools and to add language as required by the State of Florida.**
- 9. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement from Florida Gift Fruit Delivery, Inc., a Florida corporation, and Key Scales Ford, Inc., a Florida corporation, affecting the property described therein; and providing an effective date.**
- 10. Resolution of the City Commission of the City of Leesburg, Florida, accepting a conveyance of real property from Leesburg Partnership III, LLC, in furtherance of the Asset Transfer Agreement between the City of Leesburg and Leesburg Partnership, Inc., Leesburg Partnership II, Inc., and Leesburg Partnership III, LLC; and providing an effective date.**
- 11. Resolution of the City Commission of the City of Leesburg, Florida, approving funding from the General Fund of the City of Leesburg in Fiscal Year 2024 up to \$500,000.00 for Bike Fest 2024; authorizing the City Manager to make individual purchases and/or incur individual expenses up to \$75,000.00 within the budget; providing conditions; 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, changing the zoning on approximately 135 +/- acres from City of Leesburg RE-1 (Estate Density Residential) to City of Leesburg PUD (Planned Unit Development) to allow for single-family residential development for a property generally located south of Florida Turnpike and east of County Road 33, lying in Sections 27 and 34, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Tierra Vista PUD)**

2. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing approximately 36.96 +/- acres from Neighborhood Mixed Use to General Commercial, for a property generally located east the Florida Turnpike and south of County Road 470, lying in Section 17, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (470 Leesburg, LLC SSCP)**
3. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 36.96 +/- acres from PUD (Planned Unit Development) to PUD (Planned Unit Development) to allow for commercial and multi-family residential uses for a property generally located east of the Florida Turnpike and south of County Road 470, lying in Section 17, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (470 Leesburg, LLC PUD)**

B. FIRST READING OF ORDINANCES

1. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 0.08 +/- acres from City of Leesburg SPUD (Planned Unit Development) and R-3 (High Density Residential) to City of Leesburg P (Public) to resolve an encroachment from 314 Canal Street onto 300 Canal Street, for a property generally located south of Pine Street and east of S Canal Street, lying in Section 26, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (CAC Canal Street RZ)**

C. NON-ROUTINE ITEMS

1. LAKE SQUARE MALL UTILITY BILLING

- a. **Resolution of the City Commission of the City of Leesburg, Florida, establishing a schedule of rates, charges and fees applicable to the Lake Square Mall for Wastewater service; setting forth findings; providing a savings clause; and providing an effective date.**
- b. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Repayment Agreement for Unpaid Utility Charges with Village Lake Promenade, LLC, for repayment of \$222,302.74 over 36 months; and providing an effective date.**

7. INFORMATIONAL REPORTS:

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

A. None

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. ROLL CALL:

11. ADJOURN:

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

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

Leesburg Downtown Parking Analysis

High-level analysis of the supply and location of parking in Downtown Leesburg including:

1. **Document the locations and amount of parking** within the study area broken out by on-street vs. off-street and public vs. private
2. **Make general assumptions of parking demand based** on industry-standard parking generation rates (note that a detailed demand analysis is not included as part of this scope)
3. **Analyze location and proximity of parking** based on assumed parking demand
4. **Assess the on-street parking supply for its conformance to standards** such as the Manual on Uniform Traffic Control Devices (MUTCD)
5. **Make recommendations for parking additions, modifications, or improvements** to optimize parking within the study area

Study Area



Circulation



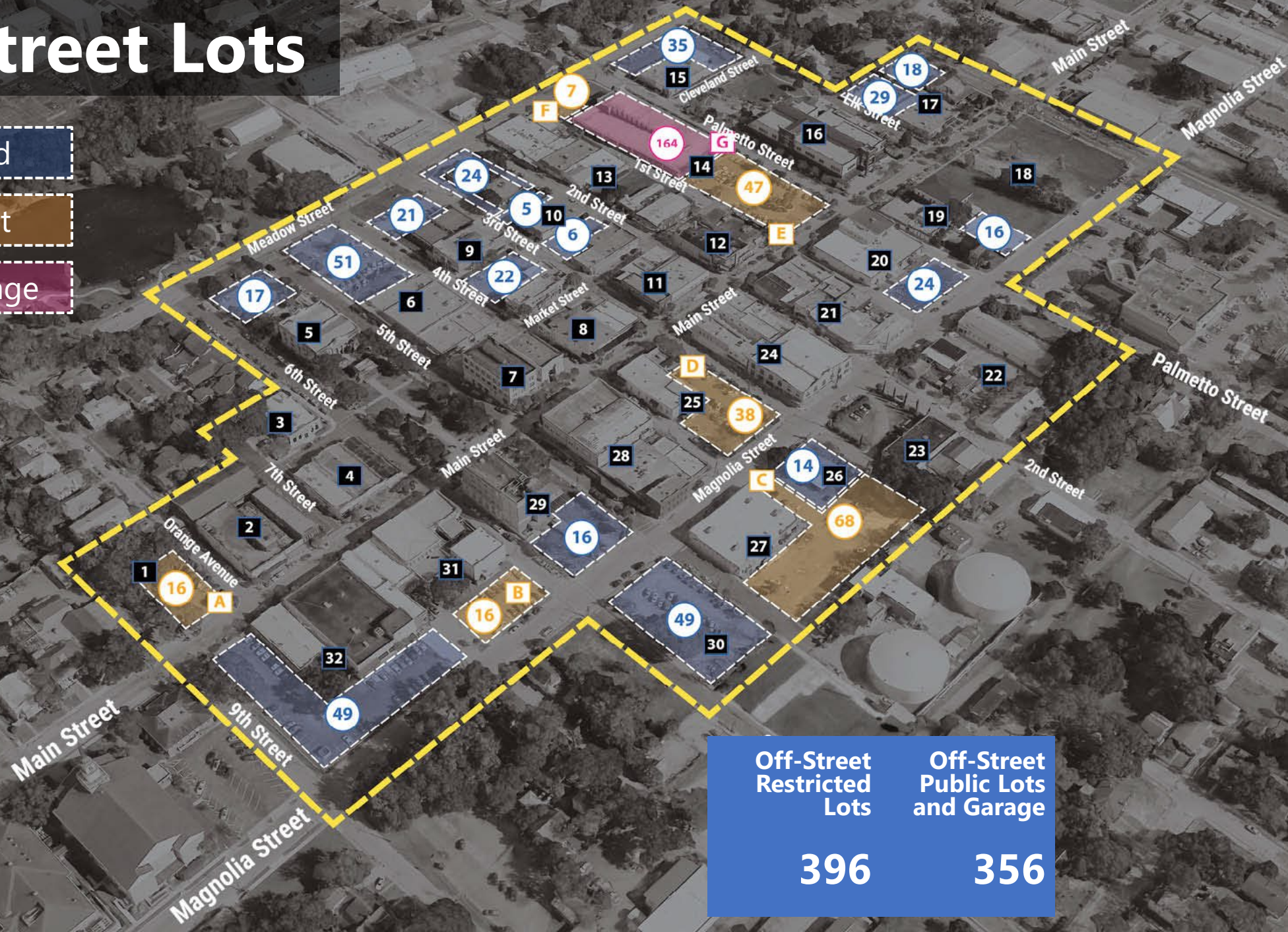
PART 1: LOCATION AND AMOUNT OF PARKING

Off-Street Lots

Restricted

Public Lot

Public Garage



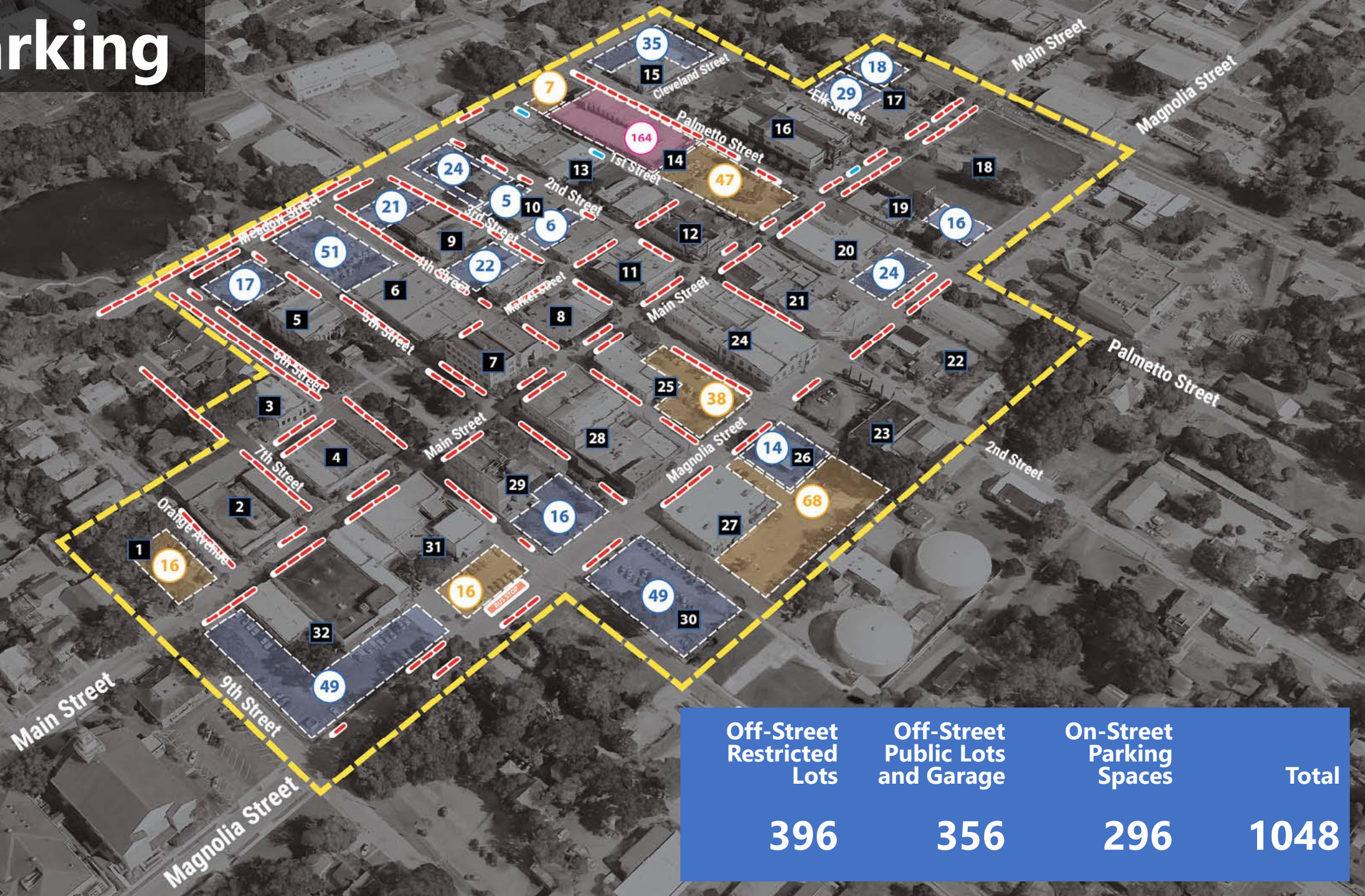
Off-Street
Restricted
Lots

396

Off-Street
Public Lots
and Garage

356

All Parking



PART 2: PARKING DEMAND ASSUMPTIONS

Parking Demand Estimate

Likely mid-range:
2 Spaces per 1,000 SF

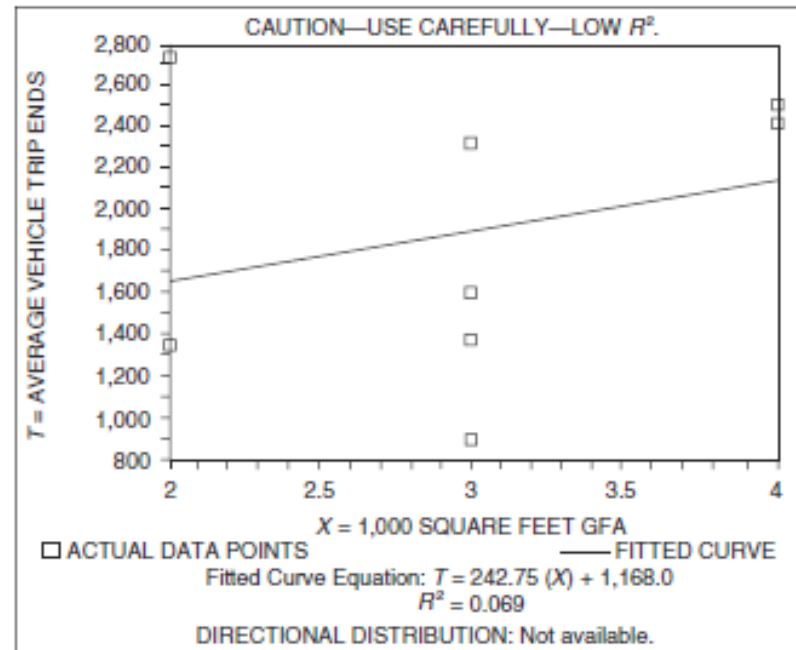
ITE: Suburban Parking Assumptions

FIGURE 1 Fast Food Restaurant with Drive-Through Window (Land Use 834)
Average Vehicle Trip Ends vs: 1,000 Square Feet Gross Floor Area
On a: weekday

TRIP GENERATION RATES

Average Weekday Vehicle Trip Ends per 1,000 Square Feet Gross Floor Area				
Average Trip Rate	Range of Rates	Standard Deviation	Number of Studies	Average 1,000 Square Feet GFA
632.125	284.00–1,359.00	*	8	3.0

DATA PLOT AND EQUATION



Institute of Transportation Engineers, *Trip Generation*, 4th edition (Washington, DC: 1987), p. 1,199.

Actual Small Downtown Demand Studies

Denver, Colorado

Block Rates	Retail/Service 1.54 Per KSF ¹	Eating/Drinking 3.35 Per KSF ¹	Office 0.06 Per KSF ¹	Day Care 0.00	School 0.00	Residential 0.42 Per Unit ²	Estimated Demand	Observed Demand
4.7	6		4			15	22	40

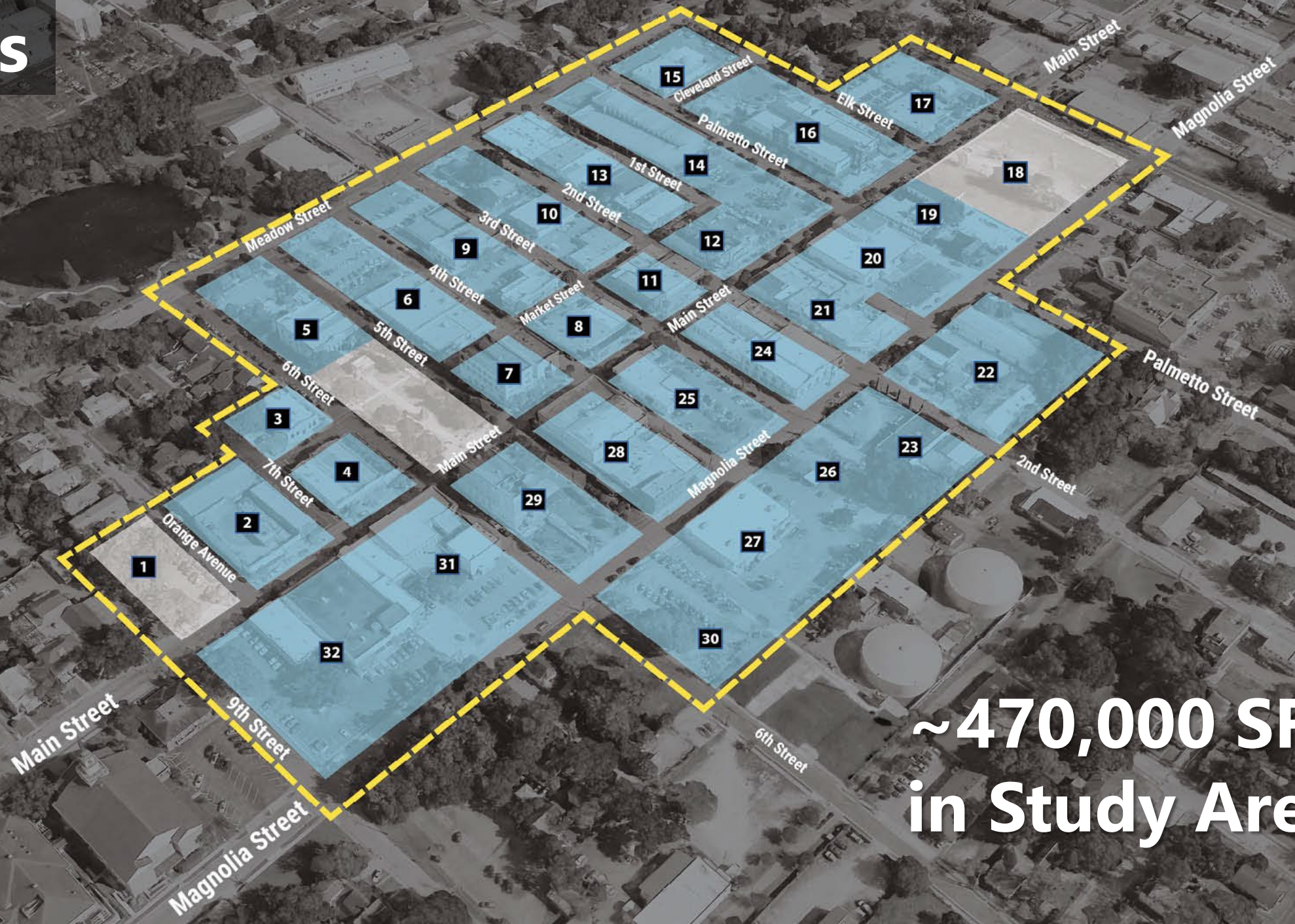
Winters, California

Land Use Type	Size	Source	Evening Peak					
			Calculated Rate	Existing Supply	Future Demand	Average Occupancy Goal	Future Parking Deficit	Future Parking Needed (total)
Select Existing Buildings*	894,100	SF Winters Parking Survey	1 space per 740 SF	459	1208	85%	-962	1422

Redmond, Washington

City	Minimum Requirement/ 1,000 SF Or Actual Built Supply	Actual Demand/1,000 SF	Gap between parking required and actual parking demand (for every 1,000 gsf)
Beaverton, OR	4.15	1.85	2.3
Bend, OR	3.0	1.7 – 1.9	1.1 – 1.3
Corvallis, OR	2.0	1.50	0.50
Hillsboro, OR	3.0	1.64	1.36
Hood River, OR	1.54	1.23	0.31
Kirkland, WA	2.5	1.98	0.52
Redmond, WA	3.5 max/4.10 built	2.71	0.79 – 1.39
Sacramento CA	2.0	1.60	0.4
Salem, OR	3.15	2.04	1.11
Seattle, WA (SLU)	2.5+	1.75	0.75

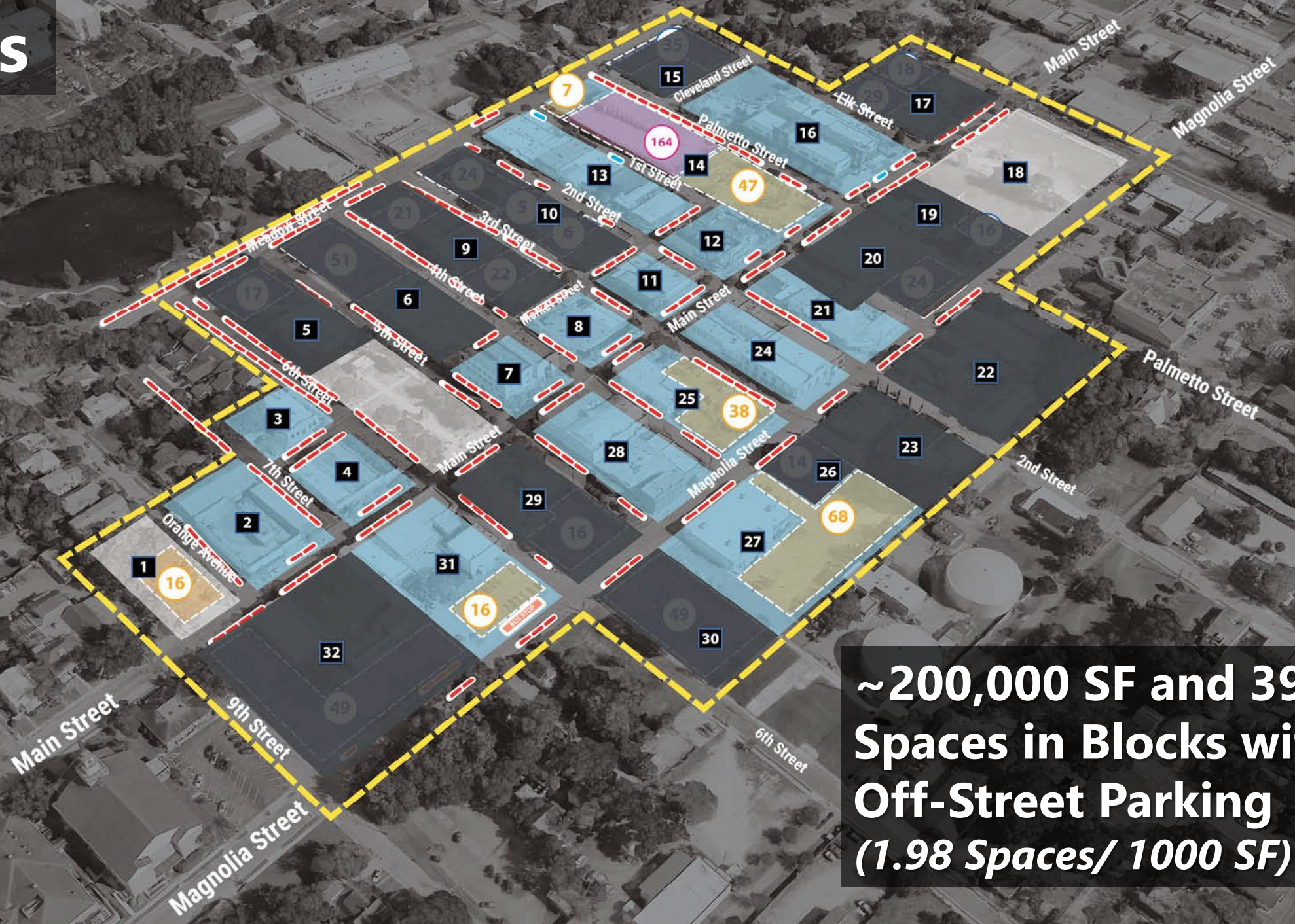
Blocks



**~470,000 SF
in Study Area**

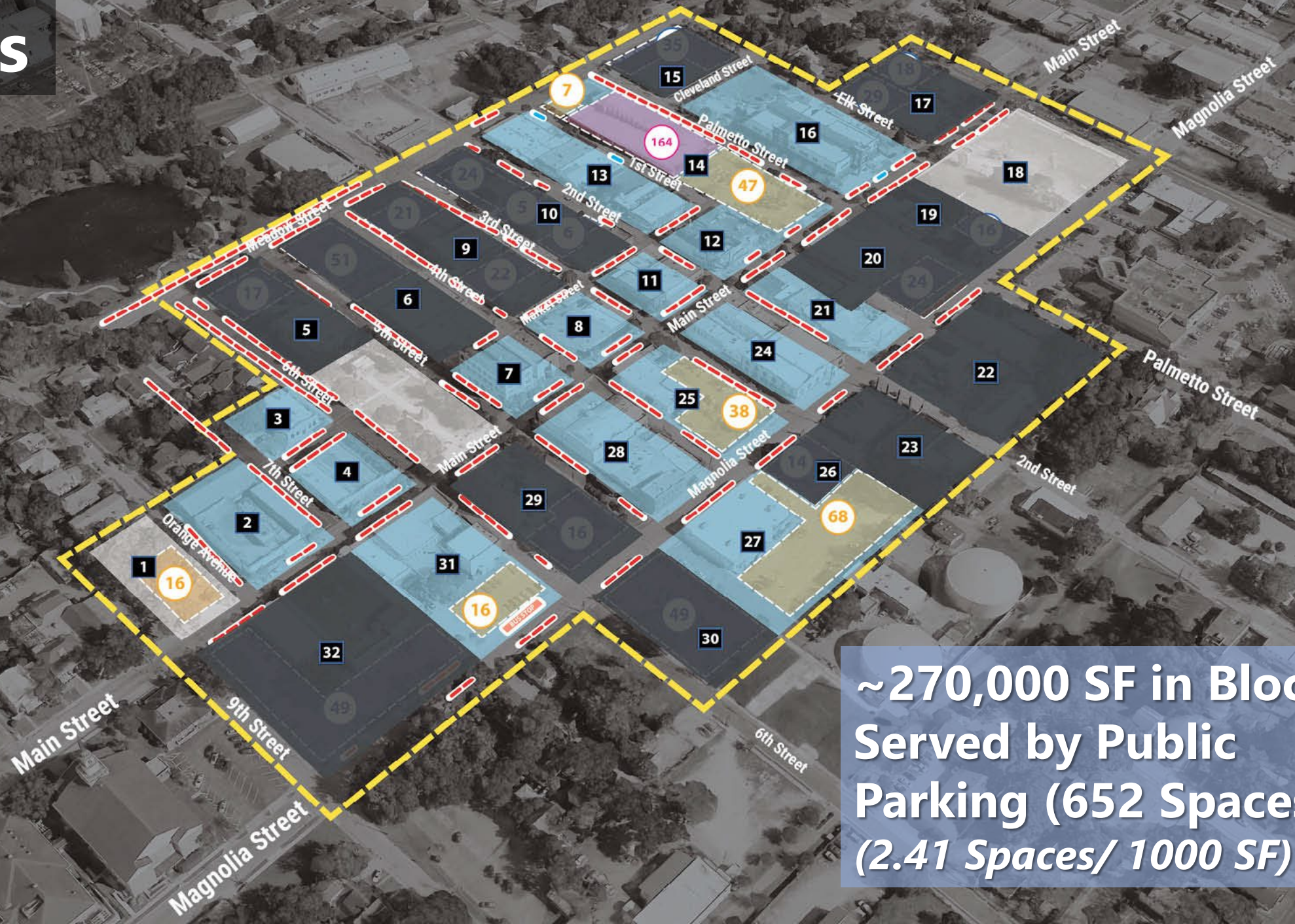
PART 3: LOCATION AND PROXIMITY OF PARKING

Blocks



**~200,000 SF and 396
Spaces in Blocks with
Off-Street Parking
(1.98 Spaces/ 1000 SF)**

Blocks



**~270,000 SF in Blocks
Served by Public
Parking (652 Spaces)
(2.41 Spaces/ 1000 SF)**

**Walk Access
to Parking
~400 Feet**

**~270,000 SF in Blocks
Served by Public
Parking (652 Spaces)
(2.41 Spaces/ 1000 SF)**

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Served by Public
Parking (652 Spaces)
(2.41 Spaces/ 1000 SF)**

PART 4: CONFORMANCE TO STANDARDS

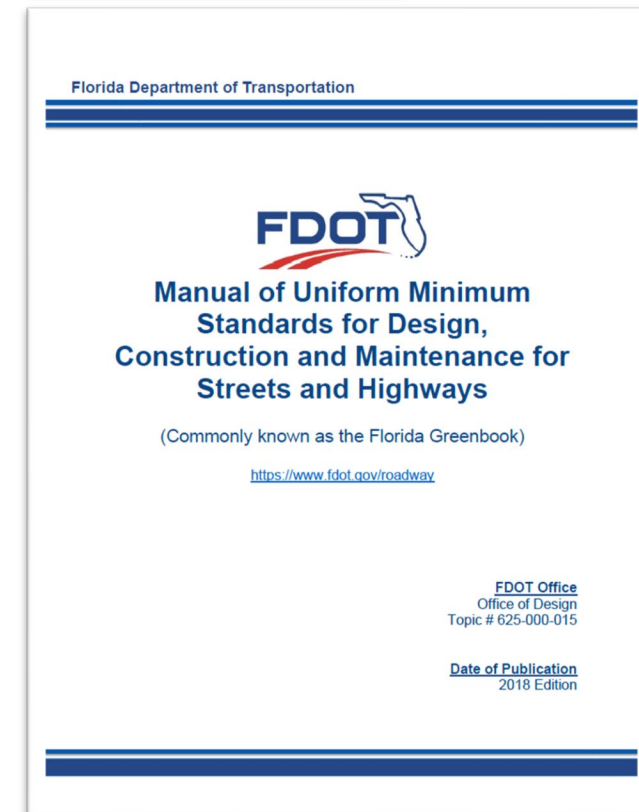
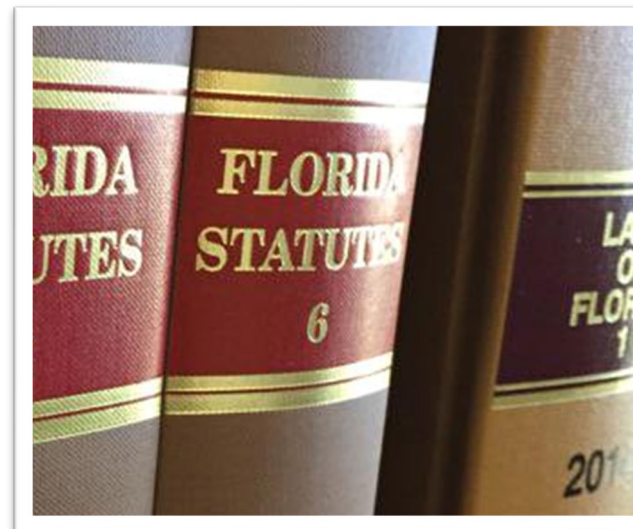
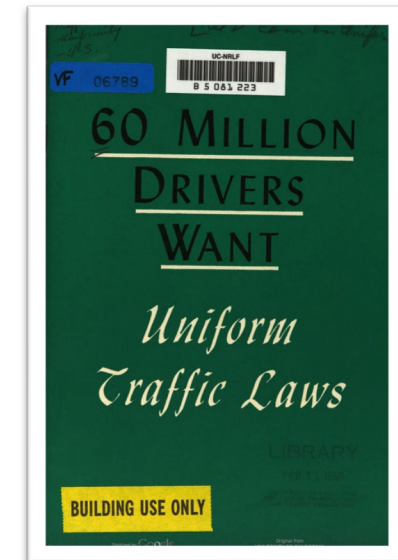
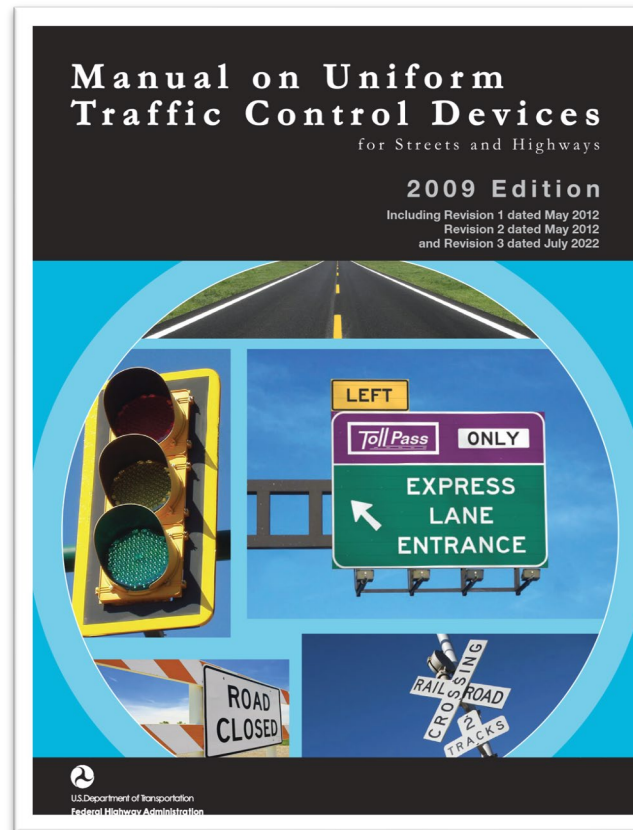
Standards for On-Street Parking

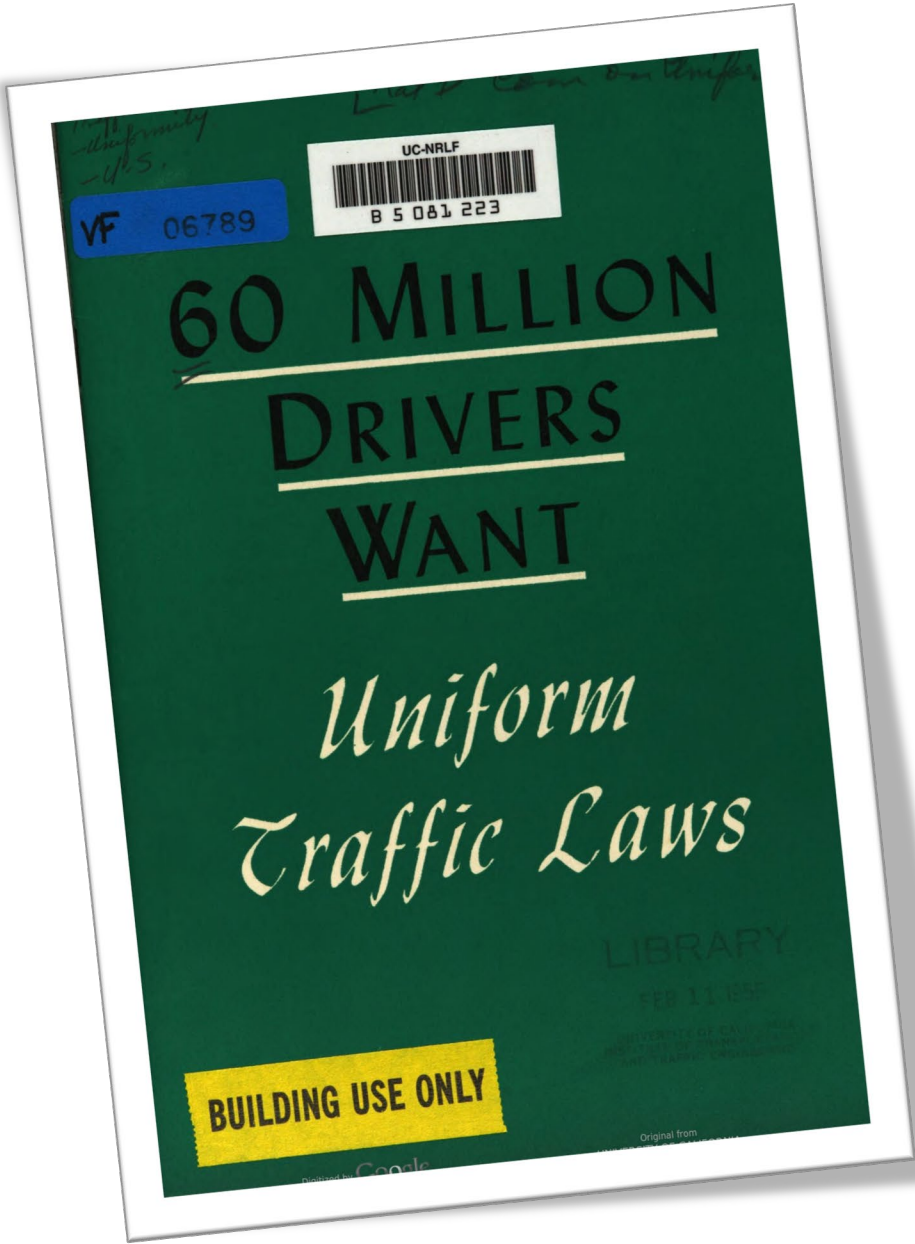
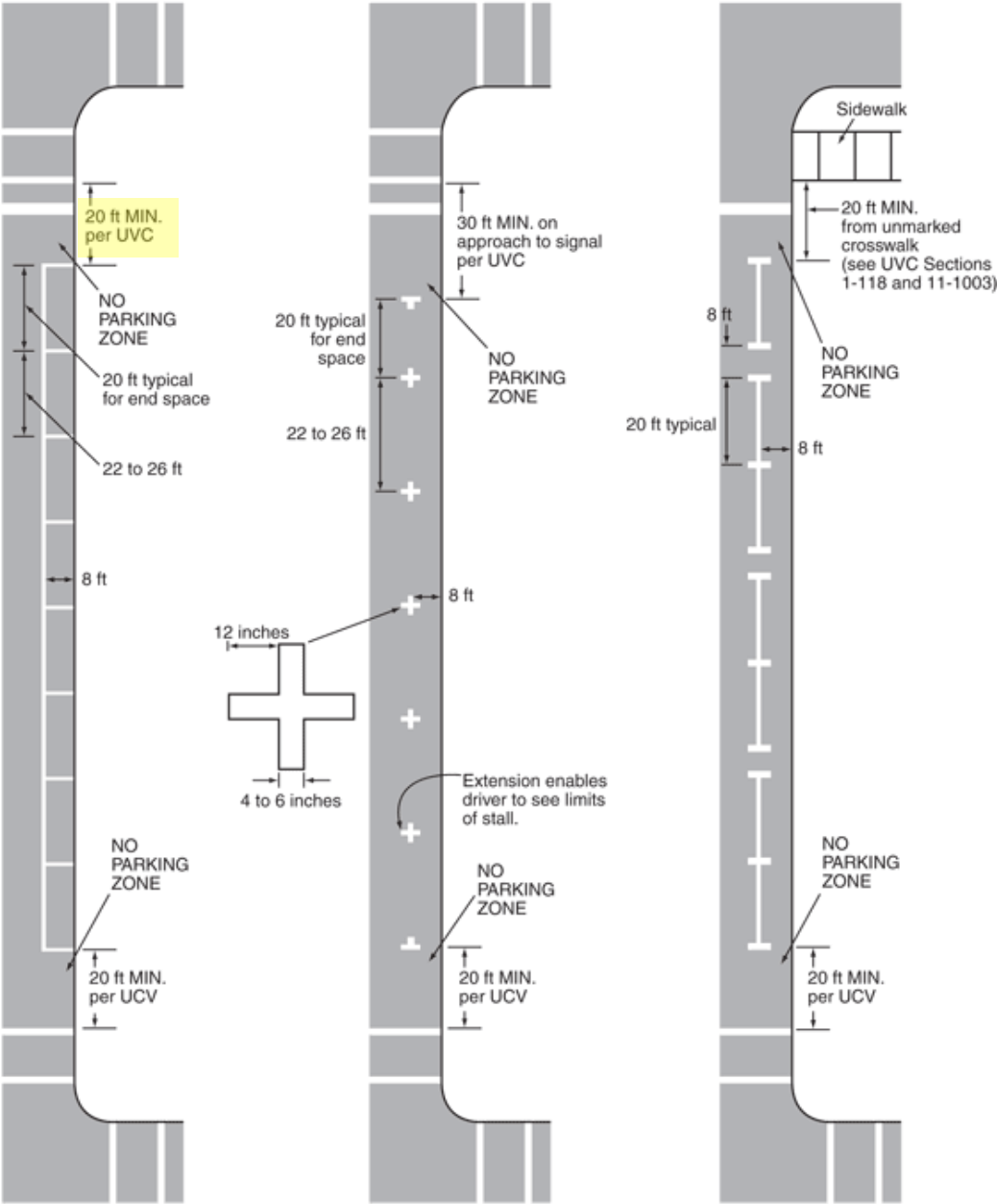
MUTCD: Manual on Uniform Traffic Control Devices

UVC: Uniform Vehicle Code

Florida Statutes (Sec. 316)

Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Greenbook)





Traffic Ordinance supplements and harmonizes with the Uniform Vehicle Code.

Standards also have been developed for uniform traffic signs, signals, markings and islands.*

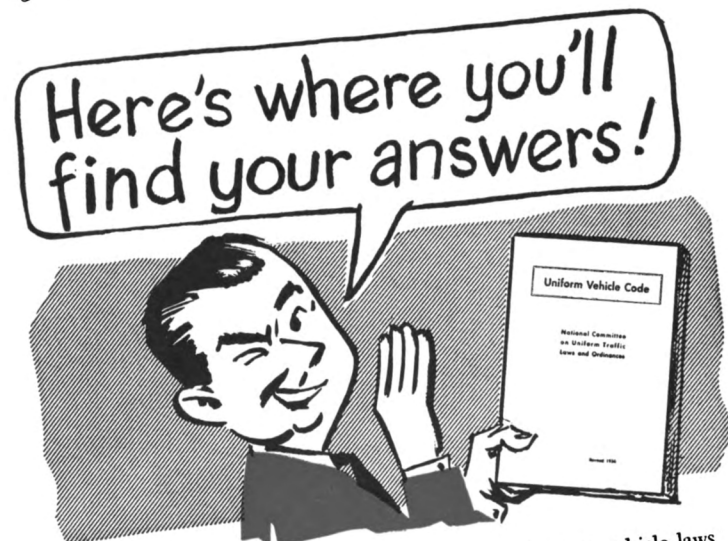


Fig. 7—The Uniform Vehicle Code—a guide for state vehicle laws

Who Keeps the Standards UP-TO-DATE?

The National Committee on Uniform Traffic Laws and Ordinances, a representative, nationwide group affiliated with the White House Conference on Highway Safety,** is charged with

* In the Manual on Uniform Traffic Control Devices.

** The White House Conference on Highway Safety (formerly the President's Highway Safety Conference) is composed of delegates of official and private groups from every state.

Has a driver on a main thoroughfare or "through street" ever endangered you by barging right ahead when, according to your state law, YOU, having stopped and waited for a break in traffic, clearly had the right of way? He may have been right, too—according to the law in his state.

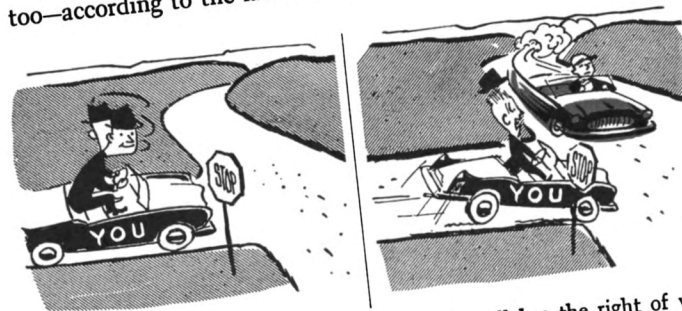


Fig. 2—You stopped—but in some states *he* still has the right of way.

While driving in another state, have you ever been warned or arrested for practices which are perfectly legal in your own community?



Fig. 3—The motorist pays when rules of the road are non-uniform.

F.S. 316.1945 Stopping, standing, or parking prohibited in specified places.—

(1) Except when necessary to avoid conflict with other traffic, or in compliance with law or the directions of a police officer or official traffic control device, no person shall:

(b) Stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers:

In front of a public or private driveway.

Within 15 feet of a fire hydrant.

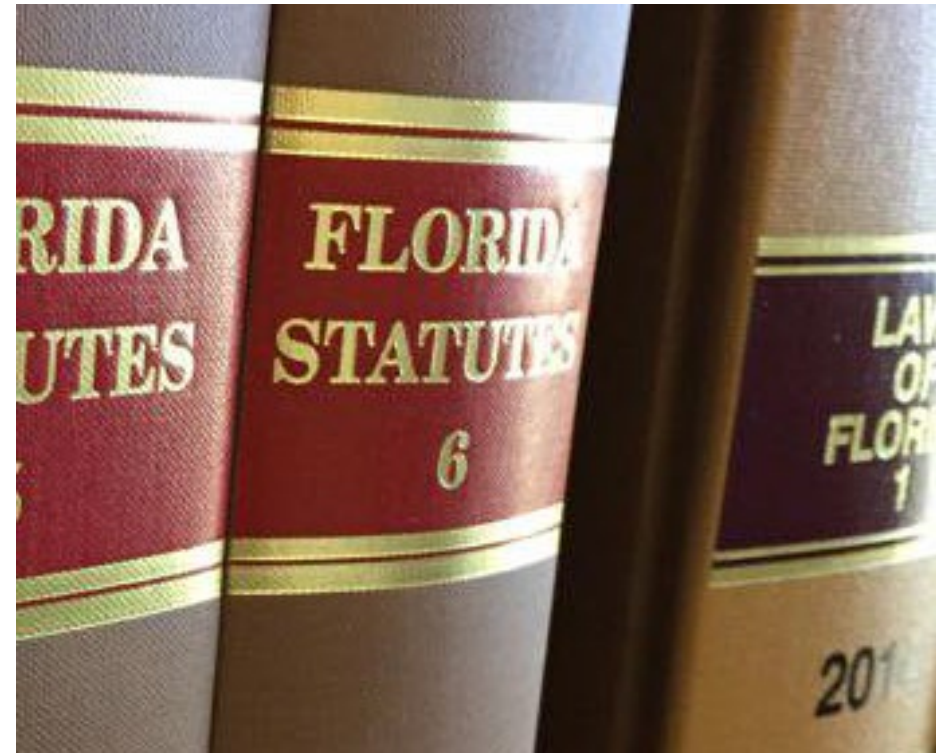
Within 20 feet of a crosswalk at an intersection.

Within 30 feet upon the approach to any flashing signal, stop sign, or traffic control signal located at the side of a roadway.

Within 20 feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within 75 feet of such entrance (when property signposted).

On an exclusive bicycle lane.

At any place where official traffic control devices prohibit standing.



F.S. 316.008 Powers of local authorities.—

(1) The provisions of this chapter shall not be deemed to prevent local authorities, with respect to streets and highways under their jurisdiction and within the reasonable exercise of the police power, from:

(a) Regulating or prohibiting stopping, standing, or parking.

Parking <20' from
intersection



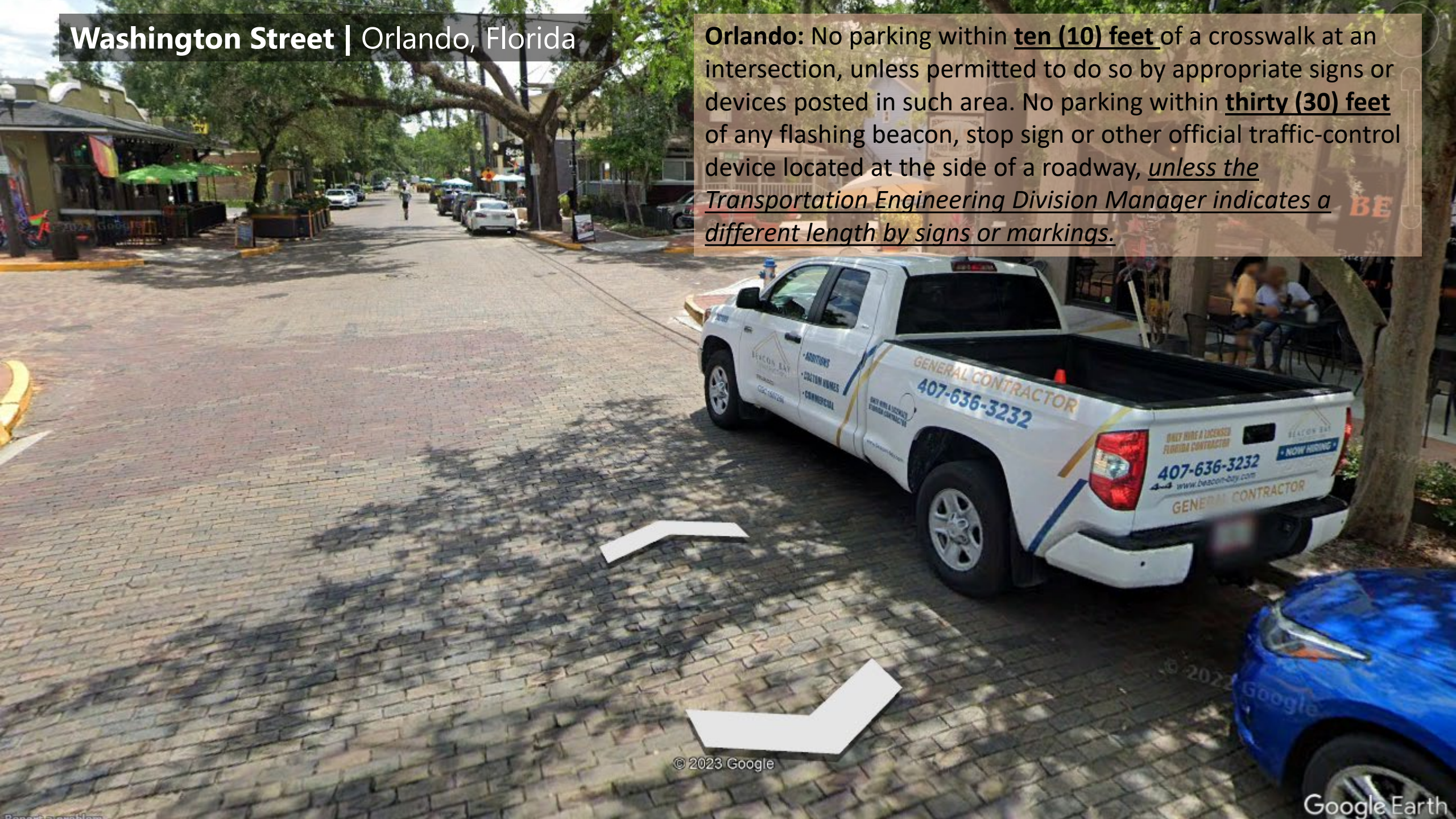
Plant Street | Winter Garden, Florida

Winter Garden: No parking within ten (10) feet of a crosswalk at an intersection, unless permitted to do so by appropriate signs or devices posted in such area. No parking within thirty (30) feet of any flashing beacon, stop sign or other official traffic-control device located at the side of a roadway, unless a different length is indicated by signs or markings.



Washington Street | Orlando, Florida

Orlando: No parking within ten (10) feet of a crosswalk at an intersection, unless permitted to do so by appropriate signs or devices posted in such area. No parking within thirty (30) feet of any flashing beacon, stop sign or other official traffic-control device located at the side of a roadway, unless the Transportation Engineering Division Manager indicates a different length by signs or markings.



Park Avenue | Winter Park, Florida

Winter Park: The city traffic engineer shall designate parking spaces parallel to the curb by appropriate markings upon the curb or the pavement. Parking spaces so designated shall be of appropriate length and width as to be accessible from the traffic lanes.





Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways

(Commonly known as the Florida Greenbook)

<https://www.fdot.gov/roadway>

FDOT Office
Office of Design
Topic # 625-000-015

Date of Publication
2018 Edition

C.9.b.2 Obstructions to Sight Distance:

Parking lanes shall be considered as obstructions to line of sight. Parking shall be prohibited within clear areas required for sight distance at intersections.

E.2.c Intersection Sight Distance: The MUTCD requires that on-street parking be located at least 20 feet from crosswalks. The minimum stopping sight distance is 60 feet for low volume (< 400 ADT) streets. Even on slow speed, low volume urban streets, the combination of curb return, crosswalk width and 20-foot setback to the first parking space may not meet the minimum stopping distance. Justification for locating parking spaces 20 feet from crosswalks may be achieved based on community history with existing installations.

PARKING/CROSSWALK POTENTIAL CONCERNS

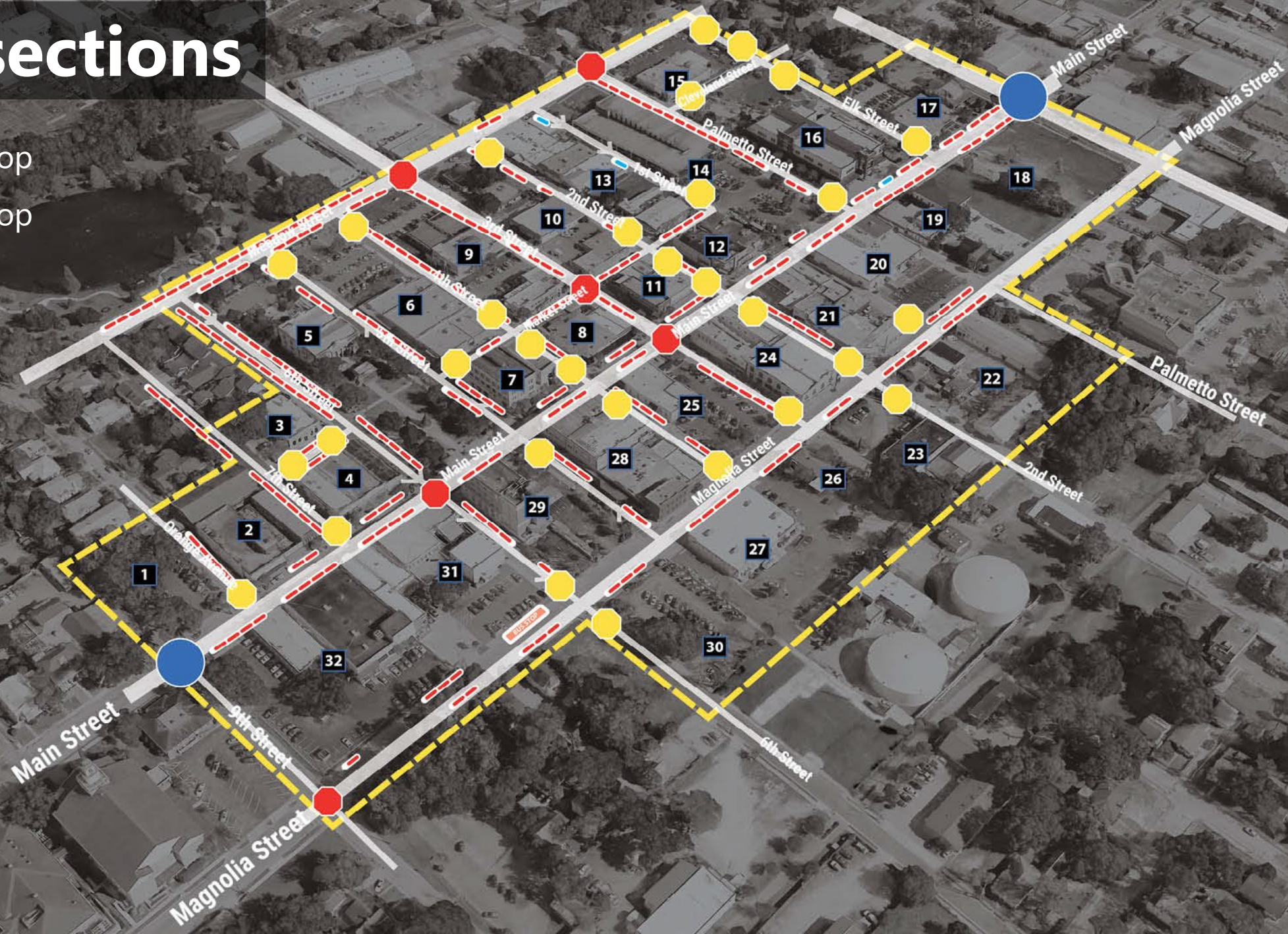
1. At **all intersections**, view of the pedestrian on the approach can be obstructed by a car parked less than 20 feet from the crosswalk. This can be mitigated by bump-outs that narrow the intersection crossing distance.
2. At **signalized intersections**, sight distance concerns are mitigated by the traffic signal, but elements like sidewalk bump-outs help raise the profile of the pedestrian to the vehicle.
3. At **four-way stops**, the sight distance requirement is for the first car in line to see the first car at the other approaches. In Downtown Leesburg, this is the case. As with signalized intersections, elements like sidewalk bump-outs help raise the profile of the pedestrian to the vehicle.
4. At **two-way stops**, where crossing traffic does not stop, on-street parking on the near curb of the cross street can obstruct the view of the driver turning into moving traffic.

Issues:

1. Visibility of Pedestrian entering crosswalk
2. Visibility of Stop Sign
3. Parking maneuver into intersection

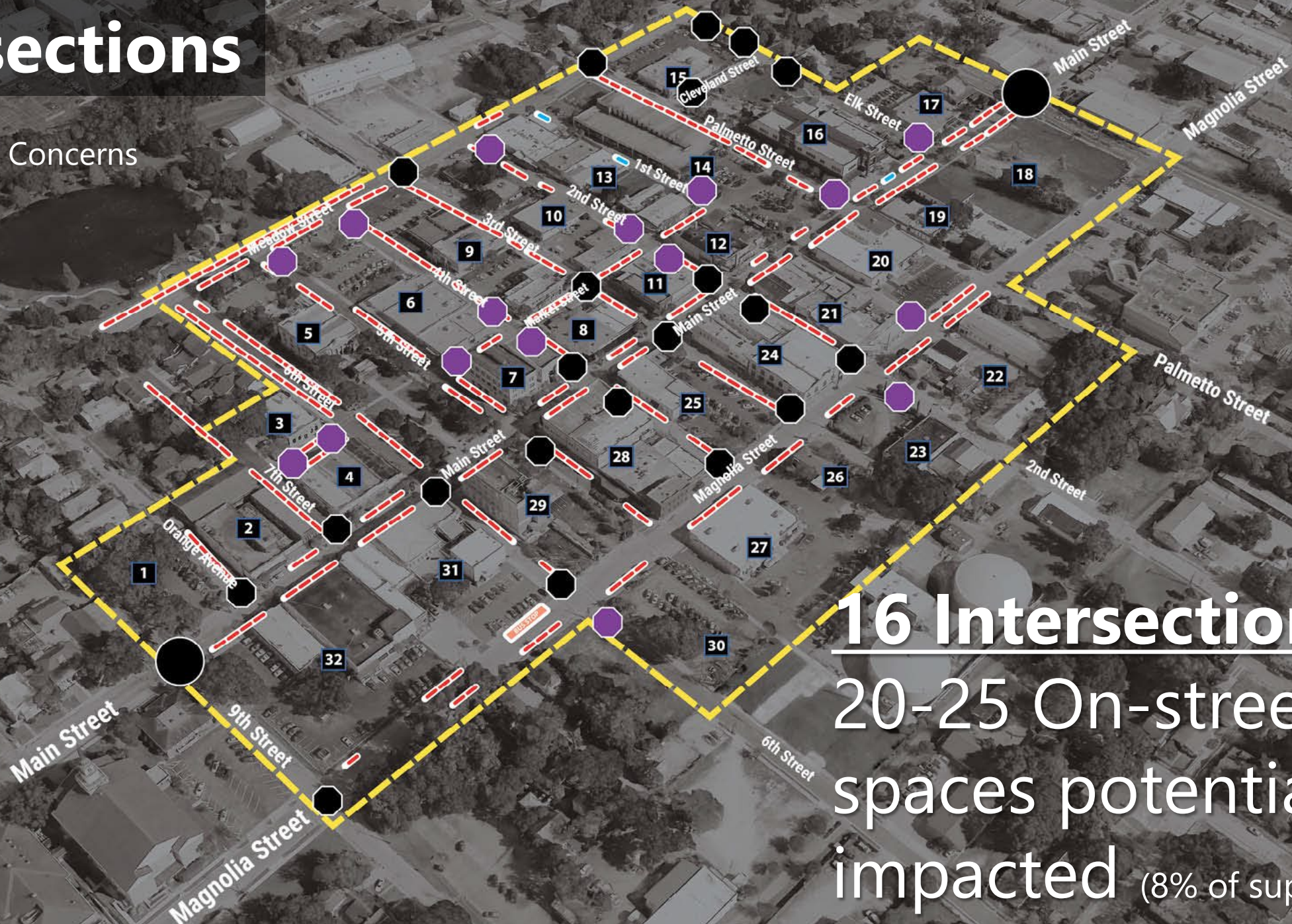
Intersections

- 2-Way Stop
- 4-Way Stop
- Signal



Intersections

 Proximity Concerns



16 Intersections
20-25 On-street
spaces potentially
impacted (8% of supply)

RECOMMENDATIONS TO OPTIMIZE PARKING WITHIN DOWNTOWN LEESBURG

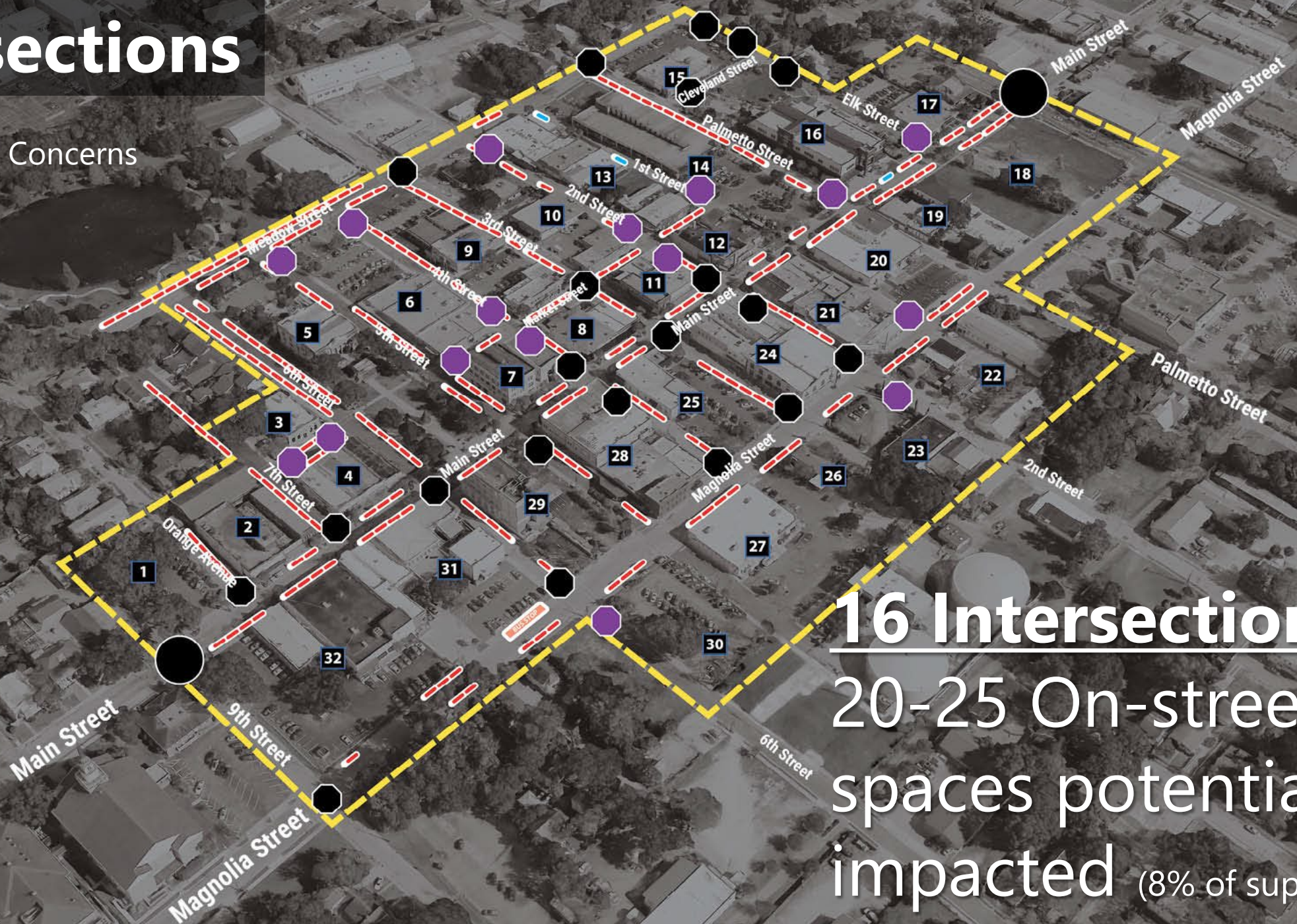
1. Adopt local parking ordinance giving City Engineer ability to designate parking locations within the City.

RECOMMENDATIONS TO OPTIMIZE PARKING WITHIN DOWNTOWN LEESBURG

1. Adopt local parking ordinance giving City Engineer ability to designate parking locations within the City.
2. Perform an engineering evaluation of the intersections of concern identified on Map 6. Pedestrian safety should be the top concern within Downtown, and these improvements would create a more comfortable walking environment to and from parking.

Intersections

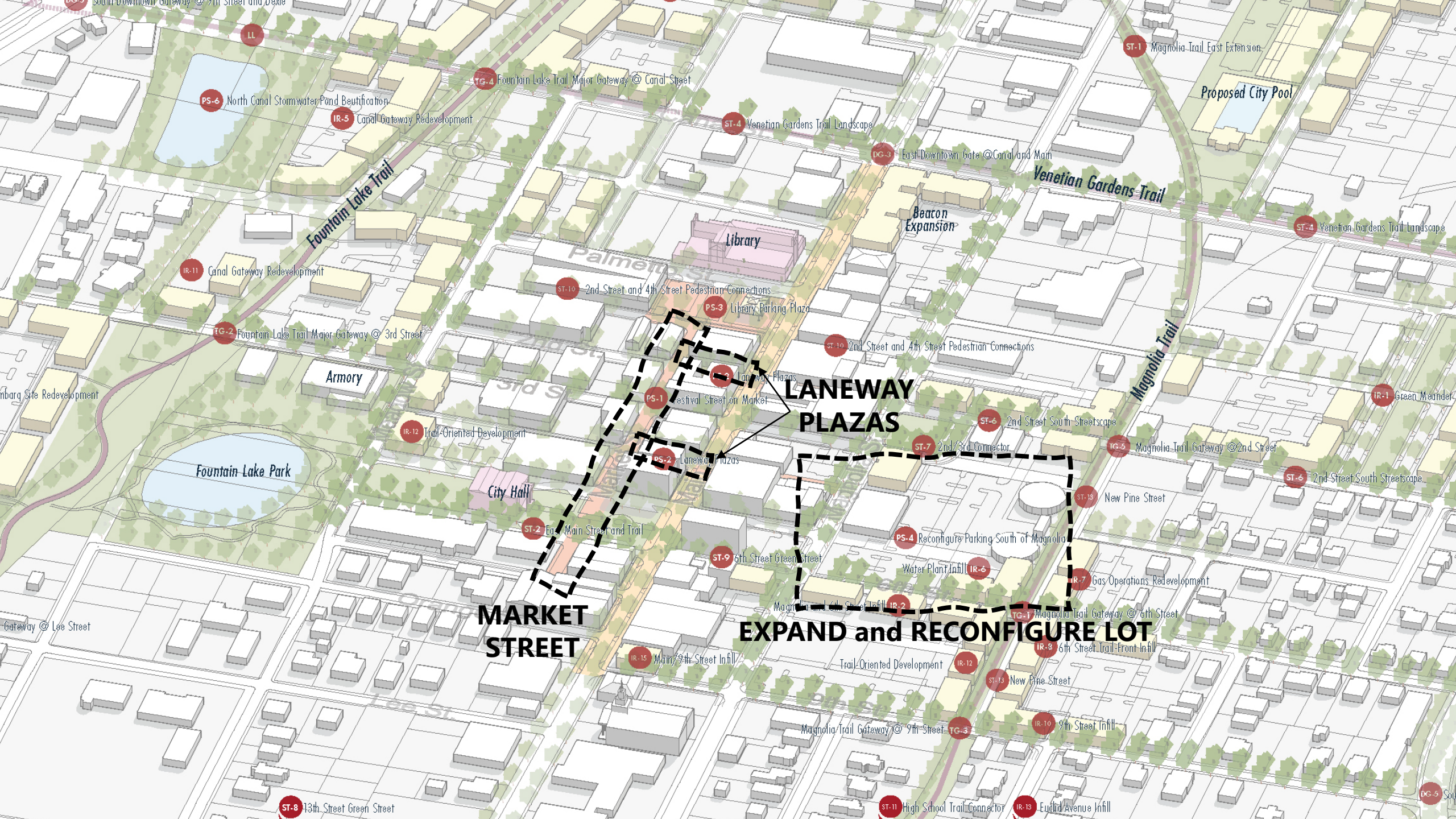
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2. Perform an engineering evaluation of the intersections of concern identified on Map 6. Pedestrian safety should be the top concern within Downtown, and these improvements would create a more comfortable walking environment to and from parking.
3. Add additional parking through the following projects:
 - a. Facilitate relocation of Leesburg Center for the Arts and remove building on Lot 30. Expand parking into adjacent Fifth Street right of way and engage Lifestream to potentially incorporate their lot (on Block 30) to increase footprint and efficiency. Improve streetscapes between this lot and Main Street along Fifth and Fourth Streets to encourage easy use of parking lot.
 - b. Design Laneway Plazas as pedestrian plazas on Second Street and Fourth Street between Market Street and Main Street to facilitate pedestrian movement to and from parking. This can also alleviate loading and service issues like dumpster access that impact on-street parking.
 - c. Design Market Street as recommended in the Main Street Master Plan. Evaluate alternate parking arrangements in design to address pedestrian safety concerns and parking supply needs.



PS-6 North Canal Stormwater Pond Beautification

IR-5 Canal Gateway Redevelopment

TG-4 Fountain Lake Trail Major Gateway @ Canal Street

ST-4 Venetian Gardens Trail Landscape

DG-3 East Downtown Gate @ Canal and Main

ST-1 Magnolia Trail East Extension

Proposed City Pool

Venetian Gardens Trail

Beacon Expansion

Library

Palmetto

IR-11 Canal Gateway Redevelopment

TG-2 Fountain Lake Trail Major Gateway @ 3rd Street

Armory

3rd St

LANEWAY PLAZAS

PS-1 Festival Street Market

PS-3 Library Parking Plaza

ST-10 2nd Street and 4th Street Pedestrian Connections

IR-12 Trail-Oriented Development

Fountain Lake Park

City Hall

ST-2 East Main Street and Trail

PS-2 LANEWAY PLAZAS

ST-6 2nd Street South Streetscape

TG-5 Magnolia Trail Gateway @ 2nd Street

IR-1 Green Market

ST-6 2nd Street South Streetscape

ST-19 New Pine Street

PS-4 Reconfigure Parking South of Magnolia

Water Plant Infill

IR-6

IR-7 Gas Operations Redevelopment

Magnolia and 4th Street Infill

IR-15 Main/9th Street Infill

ST-9 6th Street Green Street

EXPAND and RECONFIGURE LOT

TG-1 Magnolia Trail Gateway @ 6th Street

IR-8 6th Street Trail Front Infill

ST-13 New Pine Street

Magnolia Trail Gateway @ 9th Street

TG-3

IR-10 9th Street Infill

Trail-Oriented Development

ST-11 High School Trail Connector

IR-13 Euclid Avenue Infill

ST-8 13th Street Green Street

Gateway @ Lee Street

Market Street Concept

Conversion of street into curbless space in which all or part of the street may be temporarily closed to vehicular traffic and converted into pedestrian space to host events.



PS-2 Laneway Plazas

Close Main Street to vehicular traffic and convert space to pedestrian plazas. The intersections of these plazas and Main Street should be raised to sidewalk level across Main Street to facilitate increased pedestrian visibility and ease of access crossing Main Street.

Laneway Plazas Concept



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 - c. Design Market Street as recommended in the Main Street Master Plan. Evaluate alternate parking arrangements in design to address pedestrian safety concerns and parking supply needs.
4. Install common signage on all public parking lots. Current condition has multiple sign types and inconsistent messaging. Consider as part of an overall refresh of wayfinding signage within Downtown.

Mixed Messages in Public Parking



Can I Park There?



Can I Park There?



Can I Park There?



Can I Park There?



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**AGENDA MINUTES
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, NOVEMBER 27, 2023 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, November 27, 2023, at Leesburg City Hall. Mayor Burry called the meeting to order at 5:30 p.m. with the following members present:

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

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

INVOCATION

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

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

2. PROCLAMATIONS:

A. None

3. PRESENTATIONS:

A. None

4. PUBLIC COMMENTS:

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

Evelyn Gould of 312 Nebraska Avenue Leesburg mentioned that she attended the September 25th

meeting where she expressed concerns about the city weaponizing against the elderly and those of low socio-economic status relative to code violations. She challenged the commission to develop a plan that would empower residents to increase the level of homeownership pride through financial assistance, education, and partnership with community businesses. She believed the city commission could move the city closer to the vision and bring a more permanent change while eliminating blight in neighborhoods. When residents are aware of the expectations given and the necessary tools to change, change will happen. In the words of Theodore Roosevelt, people do not care how much you know until they really know how much you care. At that meeting, she approached the commission regarding her situation, which concerns property located at 1138 East Main Street. She and her husband have been diligently working to maintain and pay back taxes on the property over the last two years. The owner has since passed away and the family is not financially able to move forward with probate. They have invested time, money, and sweat equity in the property. They have worked with code enforcement to clear the violations, so they could continue in their endeavors and commitment to prevent any future penalties. Now, the city has moved forward with foreclosing on the property with no one to defend it and, because of her investment, she asked the commission to come up with a resolution that is both honorable and reasonable. She asked the commission to reconsider a property trade. They are not a big corporation, nor are they a nonprofit government organization which sometimes monopolizes these kinds of situations. They are simply individuals trusting in God with their hopes and dreams. She is a willing individual determined to put her hand to the plow to be an advocate for those mentioned. Her request was for someone to reach out to her for a possible solution or program for residents and a resolution regarding the property at 1138 East Main Street. She had faith that the commission would make a decision that speaks volumes about the members of the community.

CM Minner reported that he spoke with Mrs. Gould a few times and the situation is unfortunate. However, in this situation, the city is not in the driver's seat. He encouraged her to write a letter that everyone received as well as to come and speak before the commission. In short, Mrs. Gould had a handshake agreement with the previous homeowner where if she did certain things to the home, like cutting the grass and maintaining it along with paying the taxes, they would work out a deal to sell the house directly to her. That handshake agreement fell through because the owner has since passed away. The house has now gone into probate, and she cannot get a deal with the current owners of the house because it is in probate. There are multiple family members who now own the house, which is making it difficult for Mrs. Gould to get a deal. While that has been going on, the house has received code enforcement issues with the grass and windows that are broken, those types of things. The city is in a state where if the liens are not paid, then ultimately, we will foreclose on the property. He believed the city attorney was working on the foreclosure. **CA Watson** said there was a case pending on that property, but the defendant has not been served. The last attempt at service was in West Virginia or Maryland, somewhere up in the northeast. **CM Minner** pointed out that they are about four to six months out from a potential end in the foreclosure process. In pre-foreclosure of the property, the city is not in any position to do anything to the property, since we do not have ownership. We cannot make a deal saying we would sell the property to Mrs. Gould, because it would be inappropriate, we cannot say we would sell or give the property to her because the property has not been foreclosed on. The natural process of code enforcement has to be remedied and a multitude of things could happen. The property still has to go through probate, and the kids could decide to sell it. There are many different things that could happen. He asked the commission if they wanted him to discuss this with Mrs. Gould. They could set something up conditionally because she has spent her own money, but that is not necessarily the city's fault. Perhaps they could sell it for the value of the property less the amount she put into it. However, all these things are premature until the city actually owns the property. He feels for Mrs. Gould because she obviously worked in good faith with the owner, and she fell the victim of a circumstance. This is the real estate world, and we can all fall victim to those circumstances. It is unfortunate, but these things happen. **CA Watson** explained, as the city manager said, the city's position is that of a lienholder. The city is a judgment creditor and until the city forecloses on the lien, which means there will be a sale at the

courthouse, the city will not be the titleholder of the property. Right now, the city is only considered a lender. We are in the same position as a lender as far as title or ownership rights go with the property. Right now, they are still in the process of serving and until that is done, the case cannot move forward. Until a personal representative is served, or the city finds an open probate case, where we may find a personal representative, it is unknown. They may head down the pathway of needing another attorney where that attorney is appointed as the guardian by the court to oversee what is happening in the case. The constructive service process will probably be the way this ends up going, given the service problems we are having at this point. Once that happens, there will be an answer time period, and at this time we are unaware of the various interest the stakeholders may have. The city's position is that we have a code enforcement fine that has been recorded, and we have to proceed with the foreclosure case on that fine. Until that case has concluded, the city does not have any rights to the property. The city could release the lien if the city wanted to for some unknown reason, but that would be it at this point. **Commissioner Pederson** commented that he felt bad for Mrs. Gould, and this is an unusual situation. With his banking and real estate background, he understands all the issues. He wanted to know if there was a mortgage on the property. **CA Watson** responded that he did not have the answer to that question. **Commissioner Pederson** continued to say the basis of that question was that he would be willing to enter into an agreement with her upon ownership, but we may never own it. The city could be outbid at the courthouse steps. However, if the city took the title, he would be willing to enter into an agreement to sell it to her and get it off the books. **CM Minner** pointed out that it would be sold at fair market value minus what she had put into it. **Commissioner Pederson** replied that he may be too charitable, but she worked on it ahead of time. **CM Minner** answered he was unsure of how much she has in this house, but the reasonable formula would be to sell it at market value minus what she has in it. He asked the city attorney if the city could make a deal like that or would that cause a problem with foreclosing. **CA Watson** did not believe so, but that is assuming the city prevails in the foreclosure case. **CM Minner** commented if the city attorney thinks there could be a conditional arrangement where, if these things happen, the city would sell it. That would be reasonable. He then inquired if the city attorney had any knowledge of this property going through probate. **CA Watson** stated that he had not seen this property in the probate courts. **CM Minner** said at this time the city was unsure of the title situation and there could be another lien on it. **CA Watson** mentioned that the only lien he knows of right now is the code enforcement lien. **CM Minner** remarked that if this has a clear title, the kids clearly have entitlement to the property. It sounds like they do not want to make a deal or live up to the handshake agreement that their parent had. **CA Watson** said if they could serve or constructively serve, the city would have someone to engage with. They could see if they were willing to sign over title to the city. At that time, the city could look at striking a deal. **CM Minner** stated by the nodding of heads he would look at a conditional type arrangement of fair market value less what Ms. Gould has been put in it, and he would need to get with the city attorney to see how that would work. He would then bring back some numbers in the form of an agreement.

5. CONSENT AGENDA:

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

Items pulled for discussion:

5.C.1 - Agreement of Purchase and Sale with Blurock Development, LLC.

and

5.C.4 - Management Services Agreement with Facci Bella, Inc.

Commissioner Reisman moved to adopt the Consent Agenda except for 5.C.1 and 5.C.4, and Commissioner Pederson seconded the motion.

The roll call vote was:

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

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

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held November 13, 2023

B. PURCHASING ITEMS:

1. None

C. RESOLUTIONS:

1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement of Purchase and Sale, with Blurock Development, LLC, pertaining to 10.4 acres within Parcel ID 15-19-25-0003-000-00500, and an Airport Parcel Covenant restricting residential use, and a FAA Letter of Release for sale of surplus property; and providing an effective date.

ADOPTED RESOLUTION 11,743

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

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

Mayor Burry requested comments from the Commission and the audience.

Commissioner Reisman pointed out that he was in favor of this, but he would like to add some possible restrictions. He had already spoken with the city manager about this, but he would like to add restrictions that say what the city does not want built there. He would like it to include no Dollar General stores, car washes or storage facilities. Those are the restrictions he would like to add. **CM Minner** noted that he did not remember what the due diligence period was for this. However, part of that due diligence period

would be that the city needs to rezone it before they close. When they do the PUD, it will be some type of C-3 commercial. That is where the restrictions will be embedded in the PUD. It would be good to put these on the sale contract, so the buyer knows what he is getting into. Remember once that sales contract is done and closed, that is a done agreement. When they come in to do the rezoning and PUD, that is where the restrictions live in perpetuity. **Commissioner Pederson** pointed out that he was not thrilled to change the deal on the buyer. He asked if the applicant would come to the podium to talk about it.

Dan Tatro, agent for Blurock Development, said with the Dollar General and car washes, those were not discussed with the buyer at all. The main restriction was for no residential, which was already in the draft. If the city wants to put that in the PUD, he will need to go back and talk to the buyer about it. **Commissioner Pederson** said this should have been marketed that way and it should not be a deal-breaker. **Mr. Tatro** added that this also needs to be rezoned. It will be rezoned, and a lot split will be made. After the one-time lot split, a new plat will be made. **Commissioner Pederson** mentioned that the buyer may not care about this. **CM Minner** stated that Commissioner Reisman spoke with him about this earlier and one way or another these restrictions will be added. If the buyer squawks, it would be better for him to squawk now rather than when they start doing the PUD. The city will find out pretty quickly if that would be a deal-breaker. If Mr. Tatro calls back, they will bring it back to revisit the sales contract. If they head that way and add the restrictions, they may as well put them on the table now. That way, the concerns will be flushed out, and they will be dealt with during the due diligence period. He thought it was reasonable to put this out there this evening. He has already signed the agreement, but he still has the opportunity to back out if there are any problems. **Mayor Burry** pointed out that there is more than just the Dollar General. There are other dollar stores, like Family Dollar and Dollar Tree. Are we covering all of them? Are we talking about a general type of store and not just Dollar General? **Mr. Tatro** said they could literally take out the clause saying Dollar General and restrict all dollar stores. **CM Minner** said they need to figure out the right wording. **Mayor Burry** stated the wording would come from the city attorney. However, that was his only concern. **Commissioner Pederson** inquired about the buyer. **Mr. Tatro** said that would be tough to answer. There is only so much retail that can be done anymore. He will talk with the buyer. **Commissioner Pederson** pointed out it was a hot corner, and he would like it to look good. He knows they are paying above the appraisal, and he did not want to lose the buyer over the restrictions. It should have been marketed that way. **Mr. Tatro** said he would go back and speak with them. He is a pretty reasonable guy, and he will see what he says. **Mayor Burry** asked if there should be an amendment to this motion with the restrictions or should they table this until the next meeting to allow Mr. Tatro to talk with his buyer. **CM Minner** wanted to know if there was an official motion to amend this with those restrictions. **CA Watson** stated officially no, there has been no motion to amend at this point. **Mr. Tatro** inquired about the restrictions because that is something the buyer will need to have a good understanding of. **CM Minner** stated that Commissioner Reisman wanted no car washes, storage facilities or dollar stores. **Mr. Tatro** wanted to confirm that the city does not want any climate-controlled enclosed storage. **CM Minner** confirmed that would be the motion. **Commissioner Reisman** agreed. **Commissioner Pederson** mentioned these would be on a side street. **Mr. Tatro** clarified that it would be located at the back of a side street. They have to look at this property from the back. They cannot look at it from the front. **Commissioner Pederson** mentioned there could be two parcels along the highway and then the rectangular parcel. **Mr. Tatro** said yes, when looking at this deep piece of property, it would be nothing but commercial. You have to look at the back before you look at the front, because the back is always the hardest to deal with. He did not think a climate-controlled storage facility was a bad idea, it could be very nice-looking. However, they will do whatever the commission wants. **Commissioner Pederson** understood taking away the residential, but this does not need the other restrictions as long as it looks good. We already have a Wawa at the corner of Griffin and 27/441, and they have a car wash. So, if another Wawa wanted to come in at the corner with a car wash, he would be fine with it. He would hate to run them off. **Commissioner Reisman** pointed out that we already have car washes located just about every quarter of a mile. **Commissioner Pederson** felt this was not a commission role. This is

overstepping boundaries. **Commissioner Reisman** said the commission can restrict these things. **Commissioner Pederson** agreed they could, but he is a free market guy. He would not put a car wash there because there are a couple of others down the road, but this is a free market. **Commissioner Reisman** stated the city owns that property, and we can put restrictions on it. However, he understands what he was saying. **Mayor Burry** stated at this point, they have a resolution and there has been discussion. **CM Minner** wanted to point out the options. Commissioner Reisman would like to put some contingencies in the sales contract. He can make a motion to amend the contract as such. They can then vote on it. If he does not make the amendment, the next step is the due diligence period, which includes zoning issues. At that point, he could bring up the issues and let Mr. Tatro flushes them out. They will be included in the PUD if these things are restricted. If they are restricted, that means the developer agreed with them. If they were not in the PUD, that would mean he did not agree. At that point, they could vote down the rezoning if they feel that strong about the restrictions. However, if they turn down the rezoning, he will obviously walk away from the deal, and we will not close, that is pursuant to the contract on the table. **Mr. Tatro** pointed out that the airport manager confirmed that the FAA said no residential. They literally said they could put an industrial use there. However, they would most likely put commercial there, but they are limiting the commercial uses, which is fine, but they need to be open-minded about some of the uses. For a developer to be willing to pay that amount of money, he will want to use all the property. **Commissioner Pederson** asked the planning and zoning director if he were to put together a PUD for this property, would he put these types of restrictions in? **PZD Miller** said no, generally not. However, Commissioner Reisman stated he would like these restrictions added. **Commissioner Pederson** said he fully understood that, he wanted to see what the standard procedures were for the PUD's. **PZD Miller** pointed out that the city currently has a lot of car washes. **CM Minner** mentioned from city staff level with respect to car washes they had this conversation, but Commissioner Pederson brought up a good point too, about car washes, because sometimes we get a Wawa or 7-Eleven and they have car washes. He would underline that they are referring to standalone car washes. We currently have three in town, and we have a new one on US 441 and that one is relatively close to this parcel, and we have another one located on US 27. If there are concerns about standalone car washes, they could potentially put a moratorium on it. They could even tie it back to the CUP because standalone car washes are a water hog, and we already have enough standalone car washes within our city limits. They are a huge burden on our CUP. However, if St. John's sees more that may help get our CUP extended in the future. Anyway, with respect to car washes, they are referring to standalone car washes. **Commissioner Pederson** mentioned that he did not mean to put the planning and zoning director on the spot, but that was a tough question, and he wanted to learn what the standard was in PUD's. Lastly, there are some newer car washes in town, and they are knocking out some of the older worn-out car washes. So, the free market is working. **Commissioner Connell** said if the concerns are how it will look, can't that be addressed in the PUD for esthetics on the exterior? Don't they include architectural reviews showing how the building will look? They should not totally exclude something because they may not like how it will look because that can be addressed in the PUD. **Commissioner Berry** asked Mr. Tatro, if he had any idea what they were predicting to build, have they discussed anything yet? **Mr. Tatro** answered it would be commercial. He was waiting to see where this went. He wants to get with the planning and zoning director and the airport manager to present some plans for what they may do. He understands no residential, but when they limit the C-3 use, he would have to talk to the buyer to see what he says. **Mayor Burry** pointed out that there was no motion in front of them. They were just discussing whether they would sell it or not.

Commissioner Pederson made a motion to approve the contract as presented and Commissioner Connell seconded the motion. Mayor Burry asked for any other discussion. There was none.

The roll call vote was:

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

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

2. **Resolution of the City Commission of the City of Leesburg, Florida, approving a Proportionate Share Agreement entered into by and between the School Board of Lake County, Florida, Blue Cedar Investments, LLC, and the City of Leesburg, Florida, to allow for payment of Lake County School Impact Fees; and providing an effective date. (Blue Cedar Proportionate Share)**

ADOPTED RESOLUTION 11,740

3. **Resolution of the City Commission of the City of Leesburg, Florida approving the purchase of a Utility Easement from Infinity Holdings III, LLC for use in connection with the US Highway 27 Bypass Force Main Project in the amount of \$50,000.00; and providing an effective date.**

ADOPTED RESOLUTION 11,741

4. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Management Services Agreement with Facci Bella, Inc. to manage LakeFront TV; and providing an effective date.**

ADOPTED RESOLUTION 11, 744

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

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

Mayor Burry requested comments from the Commission and the audience.

Commissioner Reisman pulled this item to ask staff to look into the analytics for Lakefront TV. The dollar spent versus the return on it. He had already spoken with the city manager about this. **Mayor Burry** wanted to know if that was judged by viewership. **CM Minner** said he took the commissioner's comment as a direction to bring back some form of analytics on how the city is getting their bang for a buck for Lakefront TV. They will work under the terms of the Facci Bella contract pending its approval. Mayor Burry asked if there were any further discussions. There were none.

The roll call vote was:

Commissioner Pederson	Yes
Commissioner Berry	Yes

Commissioner Connell	Yes
Commissioner Reisman	Yes
Mayor Burry	Yes

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

5. **Resolution of the City Commission of the City of Leesburg, Florida, approving an Access Parcel Transfer Agreement for the transfer of an access parcel described in the agreement from Park Square Enterprises, LLC to the City of Leesburg; and providing an effective date.**

ADOPTED RESOLUTION 11,742

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

- A. **SECOND READING OF ORDINANCES:**

1. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 4.9 +/- acres; and being generally located southwest of Professional Drive and south of U.S. Highway 441, lying in Section 21, Township 19 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 5; and providing an effective date. (Electrical Works)**

ADOPTED ORDINANCE 23-65

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

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

CA Watson asked for anyone in the audience, including city staff and the applicant who wished to provide testimony on the Electrical Works rezoning to stand. He swore them all in.

Mayor Burry requested comments from the Commission and the audience.

PZD Miller stated this was a four point nine plus or minus acre annexation, comprehensive plan, and rezoning. The current company, Electrical Works, has been there for a number of years, and they plan on staying there. At this time, they would like to take it from Lake County Urban Low Density to City of

Leesburg General Commercial and the zoning from Lake County Light Industrial to City of Leesburg Small Planned Unit Development. However, they need to put some uses here for the future. Right now it is Electrical Works, and they plan to stay there, but at some point when they move, they want the other eligible uses to be noted. The uses would be general office, medical office, daycare, personal services like beauty salons, light industrial, which includes the current use of Electrical Works, storage, and warehouse. This property is located off US 441, and it is not easy to see from the highway. The prohibited uses are the typical internet cafés, tattoo parlors, check-cashing stores, adult uses, and those kinds of things. They could include car washes if they choose to. However, nobody will drive that far back. Their representative, Mr. Jones of the Law Offices of Bret Jones, P.A. was going to be present, but he called earlier saying he would be unable to attend. This has been through first reading, and was approved by the Planning Commission. **Commissioner Connell** asked if he would recommend approval for anything that would cause a high volume of traffic with the current access issue? **PZD Miller** answered there was a small access issue. When entering the property, you see their sign plus the Dollar General sign. The road runs, more or less, south. **Commissioner Connell** inquired if there was a deceleration or a turn lane to get in there. **PZD Miller** replied he believed there was, but he could not remember for sure. **Commissioner Connell** indicated that there was not. He would be concerned about any type of commercial going in there with the high volume of traffic. **PZD Miller** remarked that if anything causes high volume or if it changes the current use, it has to go through the Development Review Committee. Anything that goes through the Development Review Committee also goes to Lake County Public Works. Their Engineering Road Department would have to say they could add a turn lane. If Electrical Works stays there it will not be a problem. If something else were to come in that had a relatively high volume, they would review it at that time. **Commissioner Connell** inquired if the applicant wanted a small planned unit development and if he knew what it was being proposed for. **PZD Miller** answered that medical and general offices. Those types of things are already out there. There are medical offices that handle sleep studies, Meredith Kirste's attorney's office and Vic's Embers used to be located there. There are not many uses that will cause high traffic that far off the road. **Commissioner Connell** stated that would be his concern. He has been to that site, and it is not easy to get in or out of it. **PZD Miller** added much of the southern part of that area is flood zones and wetlands. That limits the amount of land that can be used. However, it does fill up a gap in the city limits. They believe they have put together a group of uses that will not cause high traffic. The current user, Electrical Works, has no plans to move anytime soon. They encourage anybody who wants to do something like this to look at what may happen ten to twenty years from now. If they need to market, they can sell it and another good use goes into it. That way, they do not have to come back for rezoning. **Commissioner Pederson** wanted to confirm that everything around the property was currently zoned C-3. **PZD Miller** confirmed. **Commissioner Pederson** asked if they were putting this in a PUD because of light industrial use? **PZD Miller** answered yes, and they did not want to put straight industrial use back there. **Mayor Burry** asked if there were any comments from the public or the commission. There were none.

The roll call vote was:

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

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

2. An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 4.9 +/- acres from Lake County

Urban Low Density to City of Leesburg General Commercial, for a property generally located southwest of Professional Drive and south of U.S. Highway 441, lying in Section 21, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Electrical Works)

ADOPTED ORDINANCE 23-66

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

The roll call vote was:

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

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

3. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 4.9 +/- acres from Lake County LM (Light Industrial) to City of Leesburg SPUD (Small Planned Unit Development) to allow for commercial and light industrial uses for a property generally located southwest of Professional Drive and south of U.S. Highway 441, lying in Section 21, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Electrical Works)**

ADOPTED ORDINANCE 23-67

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

The roll call vote was:

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

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

4. **An Ordinance of the City of Leesburg, Florida, amending the boundaries of the Tara Oaks Community Development District established pursuant to Ordinance 21-17; providing a severability clause; addressing conflicts; and providing an effective date. (CDD rev Tara Oaks)**

ADOPTED ORDINANCE 23-68

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

by title only.

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

Mayor Burry requested comments from the Commission and the audience.

PZD Miller stated this was a revision to the Community Development District for Tara Oaks. It is an existing Community Development District that is a part of the Tara Oaks Development. The change being requested is to remove eighty-nine acres and add back eighty-five to the original one hundred and ninety-four acres. It would be a net change of about four point seven-three. He mentioned that CDD's are special form districts. They are developed for the taxation of communities, which allows them to build roads, bridges, transit, shelters, and conservation things. There will be no zoning or police powers changed. This is just an adjustment of the acreage. There were two original owners of the Tara Oaks and, unfortunately, one of them passed away, so their share falls to the families. They have one family saying they want to be in the development business and the other family says they do not want to be in the development business. That is why they needed to make this adjustment. Mr. Jere L. Earlywine of Cutak Rock Law Firm was in attendance and he could answer any questions. **Mayor Burry** (referring to a rendering) asked if the green was coming in and the yellow was going out. From the audience, **Mr. Earlywine** of Cutak Rock Law Firm, said the green comes in, and the yellow goes out. That was aligned with the ownership interest. **Mayor Burry** asked if there were any other comments from the commission and the audience. There were none.

The roll call vote was:

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

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

B. FIRST READING OF ORDINANCES:

- 1. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 135 +/- acres from City of Leesburg RE-1 (Estate Density Residential) to City of Leesburg PUD (Planned Unit Development) to allow for single-family residential development for a property generally located south of Florida Turnpike and east of County Road 33, lying in Sections 27 and 34, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Tierra Vista PUD)**

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

Mayor Burry requested comments from the Commission and the audience. There were none. This item will come back before the commission on December 11th.

2. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing approximately 36.96 +/- acres from Neighborhood Mixed Use to General Commercial, for a property generally located east the Florida Turnpike and south of County Road 470, lying in Section 17, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (470 Leesburg, LLC SSCP)**

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

Mayor Burry requested comments from the Commission and the audience.

PZD Miller pointed out when writing this PUD they were supposed to add "hotel" as a permitted use. That was their intent. Looking at the uses, if they do not indicate "hotel" as a permitted use, it would automatically be prohibited. With the commission's permission, he would like to add the word "hotel" as a permitted use. **Mayor Burry** asked if there were any objections. There were none. He asked if there was anything currently located on the property. **PZD Miller** said no. **Mayor Burry** mentioned that this piece of property is located on the southeast corner of the turnpike and CR 470. **PZD Miller** agreed. It is across the street from the twenty-four hundred and ninety-seven new houses. **Mayor Burry** stated this item will come back before the commission on December the 11th.

3. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 36.96 +/- acres from PUD (Planned Unit Development) to PUD (Planned Unit Development) to allow for commercial and multi-family residential uses for a property generally located east of the Florida Turnpike and south of County Road 470, lying in Section 17, Township 20 South, Range 24 East, Lake County, Florida, and providing an effective date. (470 Leesburg, LLC PUD)**

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

Mayor Burry requested comments from the Commission and the audience. There were none. This item will come back before the commission on December 11th.

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 Watson had nothing further this evening.

9. CITY MANAGER ITEMS:

A. Lake Square Mall Utility Update

CM Minner stated the city has been working with Lake Square Promenade (the mall) to get their unpaid utilities paid. They are close to bringing a formal agreement to the commission. There are two potential agreements that will come before the commission. The first one is for revamping the sewer bills, and that would be specific to the mall. The mall's billing has typically looked like a class one or class three use bill plus a monthly use charge based on water consumption. The owners of Lake Square Promenade have protested this approach, but they have had this approach since the mall was constructed. There are about eighty sites total, which includes the four outside pads of Ichiban Buffet, Wendy's, Dunkin' Donuts, and the bank. The four outside pads are considered class three/commercial use, but the individual units inside the mall, whether it be the food court, movie theater, arcade, bowling alley, or the Foot Locker, have a base use charge. Now, many of the facilities in the mall do not consume or have a discharge that is equal to class one or class three. The heartbeat of the new sewer rate is to give the mall an equitable sewer rate with the understanding that the rates of the past were correct, even though they were not proper. This is reasonable and is definitely a city commission prerogative to do. Since coming up with a different method to bill the utilities, the mall has started to pay some of their delinquent charges. Since July, the mall has paid about seventy thousand dollars to the city. They do need to hold the sewer rate as an incentive to make them pay because if they do not agree to pay, then they will not give the incentive. With the incentives included, the mall is close to inking a deal to pay back utility bills over a thirty-six-month period. The repayment will be about two hundred and thirty thousand dollars less the seventy thousand dollars which they have already paid. That is almost sixty-one hundred dollars a month for thirty-six months, plus their continued utilities. If they were to come to the table and approve the payback agreement, he would ask that they agree to the sewer rate agreement. They are in the process of formalizing these things. He has been working with the city attorney on the verbiage of the rate and the agreement. He believes that the mall representative will sign before December 11th. However, that does not ensure that the commission will agree to it, but it shows they are a willing partner. On December 11th the commission will decide whether to move forward with that rate structure. It is ostensibly the same structure he has talked about since the beginning of the year. He would not make excuses for them or encourage the commission to vote one way or another, but they are pretty close to a resolution and, hopefully, on December 11th it comes before the commission. If they do not see it, then, he will seek directions that give him the order to cut off the mall. **Commissioner Pederson** remembered talking about this, but it had been a while. He asked if the mall was getting a special rate or are we negotiating a special rate? Was this an issue where the mall was under one meter? **CM Minner** stated this would be broken down in a more detailed presentation. **Commissioner Pederson** said he remembered during covid where the city gave them relief. **CM Minner** pointed out that during covid the city gave everyone relief and that decision was made by the city commission. However, the city never said they did not have to pay their bills. The city gave everybody relief by saying the city would not turn off services and that was done in resolution form. Since covid they have not officially passed a resolution that said game off. We simply said people need to start paying, and pretty much everybody has except for the mall. Without using the word delinquent, that would be for unpaid utility bills and almost everyone except for the mall has paid up. **Commissioner Pederson** asked what the mall was disputing because we calculate wastewater and

sewer rates based on usage. Are we being thrown in the middle of his different tenants? **CM Minner** answered that was part of it. **Commissioner Pederson** responded that was not the city's fault. **CM Minner** agreed, that was part of why they are dragging their feet. On December 11th he will provide a layout of the mall that shows the master meters and how they flow. It is intertwined and pretty complex, but once it is unwound, it will become pretty simple. **Commissioner Pederson** noted when the mall was built they made the decision to put it at one meter. That was done by somebody at that point in time, and it really is not the city's problem. **CM Minner** agreed that was how the mall was designed, but inherent to metering there were several components of the breakdown where the city continued to charge the mall for wastewater discharge when maybe we should not have. He will explain that at the next meeting. **Mayor Burry** expressed that he wanted a deal done before the year is over. **CM Minner** concurred. **Mayor Burry** stressed to the commission and the parties involved that a deal needs to be done. **CM Minner** indicated that he was very hopeful that by December 11th a deal would be before the commission. He honestly believes that the deal is reasonable for both sides. If a deal does not come before them, they need to take a totally different and harder stance. **Commissioner Reisman** echoed the mayor's comments. He does not believe the city would have kept anyone else's power on that long without payment in full.

10. ROLL CALL:

Commissioner Pederson had nothing.

Commissioner Berry had no comments.

Commissioner Connell had nothing.

Commissioner Reisman asked the commission how they felt about putting a moratorium on standalone car washes located within the city limits. He knows city staff have already thought about this too. **Commissioner Berry** inquired if he was referring to newly constructed car washes. **Commissioner Reisman** responded yes. **Mayor Burry** commented that economically, if someone wants to build a car wash, they should be allowed to do so. His feelings aligned with Commissioner Pederson on it being a free market. He does not understand how they could do that. **Commissioner Reisman** noted that the city puts restrictions on properties all the time. Applicants are told what they can and can not build. Some are told that they cannot put in a tattoo parlor or a cash advancement store. If Amscot were to come in asking for a location, they would be denied. **Commissioner Pederson** said when the city manager spoke about the conditional use permits (CUP) that got his attention, but when new ones are built he would be willing to bet that the old worn out car washes will be redeveloped and that would be positive for the city. **PZD Miller** remarked that earlier they talked about the consumptive use permit and car washes use a lot of water. A few months ago, he had a conversation with the city manager about this because we do have a lot of car washes for a city our size. One thing he wanted to talk to the city manager about, even though he has not had the chance to do it, was making a code amendment that would require a conditional use permit for any new car wash. If car washes were required to have a conditional use permit, there could be a requirement for a study on the amount of water they would use. That would have to go before the planning commission, and they could approve it or deny it. **CM Minner** clarified that conditional use permits come before the city commission. Therefore, the planning and zoning director's suggestion for a conditional use permit means the city commission has the say on each and every standalone car wash that may come into the city. **PZD Miller** indicated that those would go before the Planning Commission. **Commissioner Reisman** agreed and that would be a good compromise. **CA Watson** added that he liked that idea too. He wanted to suggest using a special exception, which would be similar to a conditional use permit. It would allow them to look at each of them on a case by case basis. They could also put a moratorium that says the city has more than we need, and it needs to be restricted. They could

be needed in certain areas of the city and that would be done through a conditional use permit. Using a moratorium allows the city to look at all car washes and to figure out where the city wants to go. In the interim, it freezes all car washes from coming in. If they want to change the code and make it a conditional use or a special exception, they could do that. Then each car wash would have to go before them. They would have to meet special exceptions or conditional uses. A standalone car wash could not come in unless it met a subcategory in the code. They would have to be compliant with the general conditions or special exceptions. **PZD Miller** pointed out that Chapter 25 of the city code has a section that covers additional standards for specific uses, such as day cares, additional small houses, additional dwelling units and accessory dwelling units that may be in a neighborhood. There are sections of the code where they could write things in for car washes that require a certain process to go through. They could require a conditional use permit and/or water studies, that may achieve what Commissioner Reisman is looking for. **CA Watson** mentioned there are other places where they could have conditional uses. It is something that other cities have looked at. **Commissioner Connell** commented, if they did it as a conditional use, where does that leave the city? How could they approve the car wash "a" and a month later turn down the car wash "b"? **CA Watson** stated it varies because one location may be more appropriate than the other. One location may lead to certain conditions that they may want to impose with a conditional use permit. The idea of the conditional use permit is to give flexibility to allow something, but it implements certain restrictions that will minimize potential adverse impacts on the type of use. **CM Minner** said with locations, that could be a way to turn it down. The second way to turn it down, which is a perfect tool, is the CUP issue. If they had a car wash petitioner come in who wanted to be on US 27, north of SR 44, by the Publix, that could be turned away because they just had a brand-new car wash open three blocks to the south. They could also say no because there are only 2 MGD's left in the CUP. That would have a huge impact on the 2 MGD's left in the CUP. Now, in five years, if everything on the south side of town is developed, we could have our CUP at 15 MGD's versus 9 MGD's. That would add another ten to fifteen thousand people to the city and another whole corridor on the south side that may need it. Making it a conditional use permit made him a little jittery, but both the city attorney and the planning and zoning director say this application is probably a good one, and it gives definitive ways to say yes or no to somebody. **PZD Miller** stated there were two tools. One is the conditional use permit and the other is adding code wording that requires specific items such as a study and the location not being within a certain number of feet of another one. They can come up with enough wording to be able to control this. They do that now with donation boxes. We have three or four pages worth of code restrictions on donation boxes due to the city having a bad experience with them. They put in code restrictions and conditions which petitioners would have to go through to make it work. Now, when people come in and look at them, they usually turn around and walk away. **CA Watson** added that one criterion for the conditional uses (the standard criteria) is the number of other conditional uses in a city of that nature. It is sort of inherent in the decision to approve or not approve one or the other. They would take a broader look at whether a large collection of conditional uses is appropriate for the city. The idea for conditional uses is that there is no real neat category it fits in. So, the city will allow them depending on the location and whether it can satisfy the conditions in the code. **Commissioner Pederson** said he was okay with the conditional use permit. However, he would want to identify the properties for discussion purposes. For example, the new Wawa has a car wash, and there is a car wash right next door that is dated. That property is now for sale, and it can be looked up since it is public information. He would bet that it will be redeveloped into something different, so the City of Leesburg will benefit by the newer, more modern car wash. However, he was okay with conditional uses. **CM Minner** pointed out that the consensus was to change the land development regulations and make standalone car washes a conditional use. He would get with the planning and zoning director, and it would need to go before the planning commission because that would change the regulations. It would then come before the city commission for approval. It will probably take a month or so since this needs to be written up, then it will go to the planning commission before the city commission. They should expect to see that sometime in the new year. **PZD Miller** informed them that it would go to the planning commission in January. **CA**

Watson asked the planning and zoning director to reach out to him since he had information that could help. **Commissioner Reisman** closed his comments by saying he hoped to see everyone out on Saturday for the Leesburg Christmas Festival. It begins at one o'clock and ends with the parade at six o'clock.

Mayor Burry had nothing.

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.

Commissioner Reisman made a motion to adjourn and Commissioner Pederson gave the second. The meeting adjourned at 6:31 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: December 11, 2023

From: Cliff Kelsey, (Public Works Director)

Subject: Fiscal Year 2024 Vehicle Purchase Approval

Staff Recommendation:

Staff recommends approval of the purchase request for the listed vehicle replacements from the dealer or supplier stated.

Analysis:

The current automotive and equipment market continues to be unstable and predictable. Lead times are long and prices are increasing, as well as the order windows from the automotive manufacturers are not certain and have limited availability. Due to these conditions, the City's typical process for the approval and ordering of vehicles will add the risk of the City missing manufacturer order windows. Another factor affecting the market is that manufacturers have a set manufacturing capacity for all vehicles and some slots are being reallocated from fleet vehicles to the retail/consumer manufacturing allocation.

In order to combat these challenges, the City Procurement Division, under the City Manager's signature, issued Letters of Intent to Purchase (LOI). The LOI's will be replaced by Purchase Orders upon approval of this item by the City Commission. The LOI's were necessary in order to place orders for FY 2024 vehicles before the manufacturer order windows closed. If the City had not issued the LOI, the orders would not have been placed until the following model year, which is next calendar year. The list of vehicles to be replaced and purchased is attached.

Procurement Analysis:

The Procurement Division has requested quotes from automotive and equipment dealers using competitively awarded cooperating contacts. Procurement has identified the Sourcewell contract as the best and efficient method to purchase the listed vehicles. The City has been using this cooperative contract over the past several years for new vehicle purchases. With the state of the current automotive market, specifically manufacturing schedules and delivery times, the traditional method of "bidding" out vehicle purchases no longer results in a successful outcome in order to coincide with the volatile auto manufacturer's production schedules.

Options:

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

Fiscal Impact:

The vehicles are included in the current Fleet Capital Vehicle Replacement budget.

Account No.	510-5199-519-6413
Project No.	FLEET
WF No.	Various (see attached table)
Requisition	Various (see attached table)

Fiscal Year 2024 Vehicle & Equipment							
Replaced Vehicle	Assigned Department	Budget \$	Purchase \$	Vehicle To Purchase	Request No	Project	WF #
2012 F550 Truck (#514)	Gas	\$ 75,000.00	\$ 87,438.00	2024 Ford F-550 Regular Cab Chassis DRW 4WDN XL	55919	FLEET	1518959
2008 Escape (#610)	Fire	\$ 45,000.00	\$ 41,867.00	2024 Ford Explorer Base 2WD 2.3L EcoBoost	55920	FLEET	1518980
2005 Explorer (#770)	Fire	\$ 45,000.00	\$ 41,867.00	2024 Ford Explorer Base 2WD 2.3L EcoBoost	55920	FLEET	1518981
2005 F250 Crew Cab Truck (#2023)	Public Works	\$ 63,000.00	\$ 48,383.00	2024 Chevy Silverado 2500HD Crew Crab 2WD 6.5' Bed Work Truck	55922	FLEET	1519042
2004 F250 Truck (#4019)	Public Works	\$ 63,000.00	\$ 42,044.00	2024 Ford F-150 Super Cab 2WD XL 6.5' Bed 145" WB	55925	FLEET	1519039
2014 Charger (#8009)	Police	\$ 64,000.00	\$ 47,181.00	2025 Ford Police Interceptor Utility - AWD - 3.3L V6	55939	FLEET	1518963
2008 Impala (#8076)	Police	\$ 30,000.00	\$ 26,031.00	2024 Chevy Malibu	55939	FLEET	1518964
2014 Charger (#8120)	Police	\$ 64,000.00	\$ 47,181.00	2025 Ford Police Interceptor Utility - AWD - 3.3L V6	55939	FLEET	1518968
2014 Charger (#8122)	Police	\$ 64,000.00	\$ 47,181.00	2025 Ford Police Interceptor Utility - AWD - 3.3L V6	55939	FLEET	1518971
2014 Charger (#8123)	Police	\$ 64,000.00	\$ 47,181.00	2025 Ford Police Interceptor Utility - AWD - 3.3L V6	55939	FLEET	1518973
2015 Charger (#8134)	Police	\$ 64,000.00	\$ 47,181.00	2025 Ford Police Interceptor Utility - AWD - 3.3L V6	55939	FLEET	1518975
2017 Explorer K-9 (#8162)	Police	\$ 75,000.00	\$ 51,541.00	2024 Ford F-150 Police Responder Crew Cab 4WD XL	55939	FLEET	1518977
2008 Impala (#8075)	Police	\$ 30,000.00	\$ 26,031.00	2024 Chevy Malibu	55939	FLEET	1518979
2005 F150 Truck (#2022)	Water	\$ 45,000.00	\$ 42,044.00	2024 Ford F-150 Super Cab 2WD XL 6.5' Bed 145" WB	55925	FLEET	1518982
2005 F150 Truck (#318)	Water	\$ 45,000.00	\$ 42,044.00	2024 Ford F-150 Super Cab 2WD XL 6.5' Bed 145" WB	55925	FLEET	1518983
2005 F 250 Truck (#781)	Wastewater	\$ 63,000.00	\$ 65,106.00	2024 Ford F-250 Super Cab 4WD XL 8' Bed 164" WB	55923	FLEET	1519033
2006 F 150 Truck (#7039)	Wastewater	\$ 45,000.00	\$ 42,044.00	2024 Ford F-150 Super Cab 2WD XL 6.5' Bed 145" WB	55925	FLEET	1519034
2005 F150 Truck (#7032)	Wastewater	\$ 45,000.00	\$ 42,044.00	2024 Ford F-150 Super Cab 2WD XL 6.5' Bed 145" WB	55925	FLEET	1519036
2008 F250 Utility Truck (#7062)	Wastewater	\$ 63,000.00	\$ 61,951.00	2024 Ford F-250 Super Cab 2WD XL 8' Bed 164"WB	55924	FLEET	1519037
TOTAL EXPENDITURE			\$896,340.00				

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: December 11, 2023

From: Brandy McDaniel, (Budget Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, amending the Fiscal Year 2022-23 Budget for the General, Debt Service, Capital Projects, Gas, Water, Solid Waste, Health Insurance, Workers Compensation, Discretionary Sales Tax, Gas Tax, Police Education Receipts, Police Impact Fees and Recreation Impact Fees Funds for the Fourth Quarter; and providing an effective date.

Staff Recommendation:

Staff recommends adoption of the attached resolution amending the Fiscal Year 2022-23 Budget.

Analysis:

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

General Fund	Amount	Funding Source
Increase Marina Fuel Purchases	\$ 108,000	Charges for Srvs (Marina Fuel Sales)
FL St. Fire Marshall's Office (Washer Extractor)	<u>5,877</u>	State Grant
Total General Fund	\$ 113,877	
Debt Service Fund	Amount	Funding Source
Additional Debt Service Fees	\$ <u>5,315</u>	Transfer from Disc Sales Tax Fund
Total Debt Service Fund	\$ 5,315	
Capital Projects Fund	Amount	Funding Source
Road Resurfacing (Griffin & Butler St.)	\$ 53,655	Transfer from Gas Tax Fund
Susan Street Complex Project	<u>996,000</u>	Lake County Tourist Dev. Grant
Total Capital Projects Fund	\$ 1,049,655	
Gas Fund	Amount	Funding Source
Eagletail Landing Phase II	\$ <u>255,141</u>	Developer Contributed
Total Gas Fund	\$ 255,141	
Water Fund	Amount	Funding Source
Troon Creek 2 Pioneering Agreement	\$ <u>117,919</u>	Fund Balance

Solid Waste Fund	Amount	Funding Source
Rental for equipment that broke down	\$ <u>19,473</u>	Fund Balance
Total Solid Waste Fund	\$ 19,473	

Workers Compensation Fund	Amount	Funding Source
Increased Workers Comp Claims	\$ <u>50,000</u>	Employer Contributions,Interest & Fund
Bal.		
Total Workers Compensation Fund	\$ 50,000	

Gas Tax Fund	Amount	Funding Source
Capital Projects Road Resurfacing (Griffin & Butler St.)	\$ <u>53,655</u>	Fund Balance
Total Gas Tax Fund	\$ 53,655	

Police Impact Fees Fund	Amount	Funding Source
Impact Fee Collection (Transfer to Bldg.)	\$ <u>29,640</u>	Licenses & Permits
Total Police Impact Fees Fund	\$ 29,640	

Recreation Impact Fees Fund	Amount	Funding Source
Impact Fee Collection (Transfer to Bldg.)	\$ <u>4,330</u>	Licenses & Permits
Total Recreation Impact Fees Fund	\$ 4,330	

N/A

1. Adopt the attached resolution amending the Fiscal Year 2022-23 budget for the General, Debt Service, Capital Projects, Gas, Water, Solid Waste, Health Insurance, Workers Compensation, Discretionary Sales Tax, Gas Tax, Police Education Receipts, Police Impact Fees, Recreation Impact Fees Funds for the Fourth Quarter; or
2. Such alternative action as the Commission may deem appropriate.

See attached

	FY 2023		FY 2023
<u>FUND</u>	<u>ADOPTED</u>	<u>CHANGE</u>	<u>AMENDED</u>
General	32,760,412	113,877	32,874,289
Stormwater	3,283,752	-	3,283,752
Housing Assistance	162,112	-	162,112
Greater Leesburg CRA	813,641	-	813,641
Carver Heights CRA	754,068	-	754,068
Hwy 441/27 CRA	1,979,110	-	1,979,110
Debt Service	1,745,218	5,315	1,750,533
Capital Projects	12,788,301	1,049,655	13,837,956
Electric	102,434,356	-	102,434,356
Gas	11,701,816	255,141	11,956,957
Water	17,692,463	117,919	17,810,382
Wastewater	63,932,687	-	63,932,687
Solid Waste	5,454,110	19,473	5,473,583
Airport	7,050,961	-	7,050,961
Police Pension	2,223,377	-	2,223,377
Fire Pension	1,720,614	-	1,720,614
General Employees Pension	3,240,408	-	3,240,408
Health Insurance	7,769,137	734,678	8,503,815
Workers' Compensation	1,160,309	50,000	1,210,309
Discretionary Sales Tax	2,680,893	5,315	2,686,208
Gas Tax	1,207,052	53,655	1,260,707
Building Permits	1,570,402	-	1,570,402
Police Forfeiture	61,571	-	61,571
Police Education Receipts	3,500	3,415	6,915
Police Impact Fees	204,900	29,640	234,540
Fire Impact Fees	47,949	-	47,949
Recreation Impact Fees	-	4,330	4,330
Fleet Services	5,433,589	-	5,433,589
Total	289,876,708	2,442,413	292,319,121

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA,
AMENDING THE FISCAL YEAR 2022-23 BUDGET FOR THE GENERAL, DEBT SERVICE,
CAPITAL PROJECTS, GAS, WATER, SOLID WASTE, HEALTH INSURANCE, WORKERS
COMPENSATION, DISCRETIONARY SALES TAX, GAS TAX, POLICE EDUCATION RECEIPTS,
POLICE IMPACT FEES AND RECREATION IMPACT FEES FUNDS FOR THE FOURTH
QUARTER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Commission of the City of Leesburg adopted a budget for the Fiscal Year 2022-23 on September 26, 2022, which they felt was in the best interest of the citizens of the City of Leesburg, and

WHEREAS, it is now necessary to amend the current budget for Fiscal Year 2022-23 to provide funds for various projects as adopted at City Commission meetings, and

WHEREAS, such action was not anticipated in the original 2022-23 annual budget;

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

SECTION I.

Pursuant to Section 200.065, Florida Statutes, and all other applicable laws, the following amounts for use by the various funds during Fiscal Year 2022-23 as reflected below, including all modifications or amendments made during this meetings, are hereby adopted as increases/decreases to the original budget for Fiscal Year 2022-23 for the City of Leesburg, Florida:

GENERAL FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Charges for Services	108,000
State Grant	5,877
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	113,877

PROPOSED APPROPRIATIONS

Public Safety	5,877
Culture/Recreation	108,000
TOTAL PROPOSED APPROPRIATIONS	108,000

DEBT SERVICE FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Other Financing Sources:	
Transfer from Other Funds	5,315
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	5,315

PROPOSED APPROPRIATIONS

General Government	5,315
TOTAL PROPOSED APPROPRIATIONS	5,315

CAPITAL PROJECTS FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Intergovernmental Revenue	996,000
Other Financing Sources:	
Transfer from Other Funds	53,655
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	1,049,655

PROPOSED APPROPRIATIONS

Transportation	53,655
Culture/Recreation	996,000
TOTAL PROPOSED APPROPRIATIONS	1,049,655

GAS FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Other Sources	255,141
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	255,141

PROPOSED APPROPRIATIONS

Physical Environment	255,141
TOTAL PROPOSED APPROPRIATIONS	255,141

WATER FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Other Financing Sources:	
Fund Balance Appropriated	117,919
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	117,919

PROPOSED APPROPRIATIONS

Physical Environment	117,919
TOTAL PROPOSED APPROPRIATIONS	117,919

SOLID WASTE FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:

Fund Balance Appropriated 19,473

TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS 19,473**PROPOSED APPROPRIATIONS**

General Government 19,473

TOTAL PROPOSED APPROPRIATIONS 19,473**HEALTH INSURANCE FUND****ESTIMATED REVENUES AND OTHER RECEIPTS**

Miscellaneous Revenue 734,678

TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS 734,678**PROPOSED APPROPRIATIONS**

General Government 734,678

TOTAL PROPOSED APPROPRIATIONS 734,678**WORKERS COMPENSATION FUND****ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:

Fund Balance Appropriated 50,000

TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS 50,000**PROPOSED APPROPRIATIONS**

General Government 50,000

TOTAL PROPOSED APPROPRIATIONS 50,000**DISCRETIONARY SALES TAX FUND****ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:

Fund Balance Appropriated 5,315

TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS 5,315**PROPOSED APPROPRIATIONS**

Non-Expenditures:

Transfers to Other Funds 5,315

TOTAL PROPOSED APPROPRIATIONS 5,315**GAS TAX FUND****ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:

Fund Balance Appropriated 53,655

TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS 53,655**PROPOSED APPROPRIATIONS**

Non-Expenditures:

Transfers to Other Funds 53,655

TOTAL PROPOSED APPROPRIATIONS 53,655**POLICE EDUCATION RECEIPTS FUND****ESTIMATED REVENUES AND OTHER RECEIPTS**

Fines & Forfeits 3,415

TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS 3,415**PROPOSED APPROPRIATIONS**

Public Safety 3,415

TOTAL PROPOSED APPROPRIATIONS 3,415**POLICE IMPACT FEES FUND****ESTIMATED REVENUES AND OTHER RECEIPTS**

Licenses & Permits 29,640

TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS 29,640**PROPOSED APPROPRIATIONS**

Non-Expenditures:

Transfers to Other Funds 29,640

TOTAL PROPOSED APPROPRIATIONS 29,640

RECREATION IMPACT FEES FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Licenses & Permits	4,330
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	4,330

PROPOSED APPROPRIATIONS

Non-Expenditures:	
Transfers to Other Funds	4,330
TOTAL PROPOSED APPROPRIATIONS	4,330

ALL FUNDS

ESTIMATED REVENUES AND OTHER RECEIPTS

State Grant	5,877
Fines & Forfeits	3,415
Licenses & Permits	33,970
Charges for Services	108,000
Other Sources	255,141
Intergovernmental Revenue	996,000
Miscellaneous Revenue	734,678
Total Estimated Revenues	2,137,081
Other Financing Sources:	
Transfer from Other Funds	58,970
Fund Balance Appropriated	246,362
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	2,442,413

PROPOSED APPROPRIATIONS

General Government	809,466
Transportation	53,655
Culture/Recreation	1,104,000
Public Safety	9,292
Physical Environment	373,060
Non Expenditures:	
Transfers to Other Funds	92,940
TOTAL PROPOSED APPROPRIATIONS	2,442,413

SECTION II.

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

PASSED AND ADOPTED at a regular meeting of the City Commission of the City of Leesburg, Florida held the 11th day of December 2023.

Mayor

ATTEST:

City Clerk

4th Quarter Budget Adjustments Additional Information

<u>Fund:</u>	<u>Description</u>	<u>Amount</u>	<u>Reason</u>
General			
	Increase Marina Fuel Purchases budget for additional revenue	108,000	City has received additional revenue
	FL State Fire Marshall- Washer Extractor	5,877	City Commission approved grant 7/10/23, City was awarded 9/26/23
	Total General Fund	113,877	
Debt Service			
	Additional Debt Service Fees (transfer from Disc Sales Tax)	5,315	Actual Debt Service Fees exceeded budgeted expense
	Total Debt Service Fund	5,315	
Capital Projects			
	Road Resurfacing- Griffin & Butler St.	53,655	Use available Gas Tax funds to complete this project
	Susan Street Project (LK County Tourist Dev. Tax Grant)	996,000	City Commission approved grant 3/27/23, County approved 4/18/23
	Total Capital Projects Fund	1,049,655	
Gas			
	Eagletail Landing Phase II (Developer Contributed)	255,141	City Commission approved 11/22/21, City received funds 8/31/23
	Total Gas Fund	255,141	
Water			
	Troon Creek 2, LLC Pioneering Agreement	117,919	City Commission approved 8/28/23
	Total Water Fund	117,919	
Solid Waste			
	Rental to replace broke down equipment	19,473	Rental Budget exceeded actual expenses
	Total Solid Waste Fund	19,473	
Health Insurance			
	Recognize Stop Loss Insurance Payments for High Claims	734,678	City received additional revenue due to high claims, increase insurance budget
	Total Health Insurance Fund	734,678	
Workers Compensation			
	Additional Workers Compensation Claims	50,000	Claims expenses exceeded budget amount
	Total Workers Compensation Fund	50,000	
Discretionary Sales Tax			
	Transfer to Debt Service Fund for additional expenses	5,315	Use available funds for additional Debt Service fees
	Total Discretionary Sales Fund	5,315	
Gas Tax			
	Transfer to Capital Projects (Road Resurfacing-Griffin & Butler St.)	53,655	Use available funds for eligible Road Resurfacing project
	Total Gas Tax Fund	53,655	
Police Education Receipts			
	Fund 2nd \$ training expenses	3,415	Use available funds for eligible training
	Total Police Education Receipts Fund	3,415	

4th Quarter Budget Adjustments Additional Information (continued)

Police Impact Fees			
Reimburse Building Fund for collecting Fee	29,640	Transfer funds to Bldg Fund for collecting this fee	
Total Police Impact Fees Fund	29,640		
Recreation Impact Fees			
Reimburse Building Fund for collecting Fee	4,330	Transfer funds to Bldg Fund for collecting this fee	
Total Recreation Impact Fees Fund	4,330		
Total 4th Qtr Budget Adjustments	2,442,413		

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: December 11, 2023

From: Joseph Mera, (Fire Chief)

Subject: Resolution of the City Commission of the City of Leesburg, authorizing the Mayor and City Clerk to apply for, and if awarded, accept the Assistance to Firefighters Grant (AFG) from FEMA, for the purchase of firefighter protective gear; and providing an effective date.

Staff Recommendation:

Staffs recommends applying and acceptance, if awarded, the Assistance to Firefighters Grant from FEMA for the purchase firefighter protective gear.

Analysis:

The purpose of this grant project is to purchase forty-nine (49) sets of bunker gear under the Assistance for Firefighters Grant through FEMA. This grant is a 90/10 matching grant with the COL portion being 10%. The cost of the grant is not to exceed \$196,000 with the COL portion not to exceed \$19,600.

Procurement Analysis:

N/A

Options:

1. Approve the application and acceptance of the AFG Grant from FEMA for the purchase of 49 sets of bunker gear; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The total cost of the 49 sets of bunker gear is not to exceed \$196,000. The Federal share, if awarded, is \$176,400 (90%) and the City of Leesburg match is \$19,600 (10%) which is available in the current budget. If approved, a budget adjustment will be processed to add the Federal funds to the current budget.

Account No. 001-0000-331-2200
Project No. AFG003

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
AUTHORIZING THE MAYOR AND CITY CLERK TO APPLY FOR, AND IF
AWARDED, ACCEPT THE ASSISTANCE TO FIREFIGHTERS GRANT (AFG)
FROM FEMA, FOR THE PURCHASE OF FIREFIGHTER PROTECTIVE
GEAR; 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 FEMA, for the application of the Assistance to Firefighters Grant (AFG).

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 11th day of December 2023.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: December 11, 2023

From: Andi Purvis, (City Clerk), Tino Anthony , (IT Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, adopting the National Institute of Standards and Technology Cybersecurity Framework as the Cybersecurity Standard for the City of Leesburg, Florida; authorizing the City Manager or the City Manager's designee to adopt policies and procedures as necessary to implement the Cybersecurity Framework and comply with the provisions of Section 282.3185, Florida Statutes; authorizing the City Manager or the City Manager's designer to affirm compliance with the requirements of Section 282.3185, Florida Statutes; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the Resolution adopting the National Institute of Standards and Technology Cybersecurity Framework.

Analysis:

This resolution is to meet the requirements of the new Florida State Statute passed by the Legislation in one of their summer sessions, specifically F.S.S. 282.3185, "Local government cybersecurity". In short, this statute states that the city must adopt a cybersecurity framework by January 1, 2024, and must implement a cybersecurity training program.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ADOPTING THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY CYBERSECURITY FRAMEWORK AS THE CYBERSECURITY STANDARD FOR THE CITY OF LEESBURG, FLORIDA; AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADOPT POLICIES AND PROCEDURES AS NECESSARY TO IMPLEMENT THE CYBERSECURITY FRAMEWORK AND COMPLY WITH THE PROVISIONS OF SECTION 282.3185, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO AFFIRM COMPLIANCE WITH THE REQUIREMENTS OF SECTION 282.3185, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 282.3185, Florida Statutes, the “Local Government Cybersecurity Act”, establishes certain cybersecurity requirements applicable to municipalities in the State of Florida;

WHEREAS, Section 282.3185(4), Florida Statutes, provides that “[e]ach local government shall adopt cybersecurity standards that safeguard its data, information technology, and information technology resources to ensure availability, confidentiality, and integrity. The cybersecurity standards must be consistent with generally accepted best practices for cybersecurity, including the National Institute of Standards and Technology Cybersecurity Framework”;

WHEREAS, Section 282.3185(4)(c), Florida Statutes, requires each municipality with a population of 25,000 or more to adopt cybersecurity standards by January 1, 2024;

WHEREAS, Section 282.3185(4)(d), Florida Statutes, requires each local government to notify the Florida Digital Service of its compliance with the Local Government Cybersecurity Act as soon as possible; and

WHEREAS, the City Commission of the City of Leesburg finds that the National Institute of Standards and Technology Cybersecurity Framework is an appropriate cybersecurity framework to safeguard its data, information technology, and information technology resources, and that such cybersecurity framework is the general standard to which all cybersecurity policies and procedures of the City of Leesburg will adhere.

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

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

Section 2. Adoption of Cybersecurity Standard. The National Institute of Standards and Technology Cybersecurity Framework (the “Framework”) is the general standard to which all cybersecurity policies and procedures of the City of Leesburg will adhere.

Section 3. Authorization to Adopt Policies and Procedures. The City Manager or the City Manager’s designee are authorized to adopt policies and procedures consistent with the Framework to comply with the Local Government Cybersecurity Act and protect the City’s data, information technology, and information technology resources, and may additionally use other standards, policies, procedures, guidelines, and best practices from within any generally accepted cybersecurity standard to establish appropriate cybersecurity policies for the protection of the City’s data, information technology, and information technology resources, provided such other standards, policies, procedures, guidelines, and best practices are at least as stringent than those provided by the National Institute of Standards and Technology;

Section 4. Authorization to Notify the Florida Digital Service of Compliance. The City Manager or the City Manager’s designee are authorized to notify the Florida Digital Service and affirm the City’s compliance with the Local Government Cybersecurity Act by the January 1, 2024, deadline.

Section 5. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 11th day of December 2023.

James A. Burry, Jr., Mayor

ATTEST:

J. Andi Purvis, City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: December 11, 2023

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, rescinding Resolution No. 11,185, reinstating carrying charges for delinquent payment of utility charges as of January 1, 2024; and providing an effective date.

Staff Recommendation:

Approve the resolution rescinding Resolution No. 11,185 which will formally reinstate charging for delinquent payment of utility charges.

Analysis:

At the September 26, 2022, regular City Commission meeting, the City Commission approved Resolution No. 11,185 which suspended charging late fees and cut-offs for delinquent utility charges. This suspension was to assist with the rising energy costs directly related to when the City increased the Bulk Power Cost Adjustment from 1.5 cents per kWh to 7.0 cents per kWh. These costs have now stabilized and Section 22-262 of City Code can be reasonably reinstated which implements late fees and "cut offs" for delinquent accounts.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

The various Utility Funds will start receiving revenue from the fees associated with carrying charges for delinquent payment of utility charges.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, RESCINDING RESOLUTION NO. 11,185, REINSTATING
CARRYING CHARGES FOR DELINQUENT PAYMENT OF UTILITY
CHARGES AS OF JANUARY 1, 2024; AND PROVIDING AN EFFECTIVE
DATE.**

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

THAT Resolution No. 11,185, which was approved September 26, 2022, be rescinded.

THAT carrying charges for delinquent payment of utility charges, Pursuant to Section 22-263, of Chapter 22 of the Code of Ordinances of the City of Leesburg, Florida are reinstated as of January 1, 2024.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 11th day of December 2023.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: December 11, 2023

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 a Community Development Block Grant (CDBG) Program Subrecipient Agreement between Lake County, Florida, and the City of Leesburg for the Mispah-Simmons Apartment Complex Parking Lot replacement project CDBG FY 2023-2024; as described in the agreement; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution authorizing the Mayor and City Clerk to execute the Community Development Block Grant (CDBG) Agreement between Lake County, Florida and The City of Leesburg for the Mispah-Simmons Apartment Complex Parking Lot Replacement Project CDBG FY 2023-2024.

Analysis:

The City of Leesburg is accepting the Community Development Block Grant (CDBG) Agreement between Lake County, Florida and The City of Leesburg for the Mispah-Simmons Apartment Complex Parking Lot Replacement Project CDBG FY 2023-2024, as described in the agreement.

Procurement Analysis:

N/A

Options:

1. Approve the Resolution approving the Community Development Block Grant (CDBG) Agreement between Lake County, Florida and The City of Leesburg for the Mispah-Simmons Apartment Complex Parking Lot Replacement Project CDBG FY 2023-2024; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

A budget adjustment will be necessary to add this additional funding not to exceed \$104,750.00 to the current Carver Heights Fund budget.

Account No. 017-0000-331-5600

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
SUBRECIPIENT AGREEMENT BETWEEN LAKE COUNTY, FLORIDA, AND
THE CITY OF LEESBURG FOR THE MISPAH-SIMMONS APARTMENT
COMPLEX PARKING LOT REPLACEMENT PROJECT CDBG FY 2023-2024;
AS DESCRIBED IN THE AGREEMENT; AND PROVIDING AN EFFECTIVE
DATE.**

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

THAT the City of Leesburg hereby authorizes the Mayor and City Clerk to execute the Community Development Block Grant (CDBG) Agreement between Lake County, Florida and The City of Leesburg for the Mispah-Simmons Apartment Complex Parking Lot Replacement Project CDBG FY 2023-2024, as described in the 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 on the 11th day of December 2023.

Mayor

ATTEST:

City Clerk

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM SUBRECIPIENT
AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, AND THE CITY OF LEESBURG FOR THE
MISPAH-SIMMONS APARTMENT COMPLEX PARKING LOT REPLACEMENT PROJECT
CDBG FY 2023-2024**

This Agreement is between **Lake County, Florida**, a political subdivision of the State of Florida (the “**County**” or “**Grantor**”), by and through its Board of County Commissioners, and the parties listed below (collectively the “**Subrecipient**”):

Agency: **City of Leesburg**, a municipal corporation organized under the laws of the State of Florida (hereinafter the “Agency”)

Property Owner: **Community Redevelopment Agency for the Carver Heights/Montclair Area**, a municipal agency created by the City of Leesburg under Chapter 163, Part III, Florida Statutes, and Section 2-167 Leesburg Code of Ordinances (hereinafter the “Property Owner”)

WHEREAS, the County applied for and has been awarded a Community Development Block Grant (CDBG) from the United States Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383, which provides for the development, establishment, and administration of projects to benefit low- and moderate-income families, aid in elimination of slums or blight, and to meet urgent community development needs according to HUD regulations; and

WHEREAS, said CDBG allows the County to develop partnerships with other governmental agencies and non-profit corporations to administer and implement projects that are eligible for CDBG funding; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD), as the Federal Awarding Agency of CDBG funds, has provided eligible uses of CDBG funds in 24 C.F.R. § 570.208; and

WHEREAS, the Property Owner owns the real property upon which the improvements will be constructed, and consents to the construction of above-referenced Project; and

WHEREAS, the Agency and Property Owner have agreed to work jointly as the Subrecipient to use a share of the FY 2023-2024 CDBG entitlement for the purpose of funding the replacement of the existing parking lots at the Mispah-Simmons Apartments (hereinafter the “Project”); and

WHEREAS, the County has initially determined that the proposed activity meets the CDBG eligibility criteria for the benefit of low- and moderate-income persons and persons with disabilities; and

WHEREAS, the Subrecipient has agreed to implement the above activity and to be reimbursed for the services in an amount not to exceed **One Hundred Four Thousand Seven-Hundred Fifty (\$104,750)**; and

WHEREAS, the Subrecipient has agreed to implement the above referenced Project; and

NOW THEREFORE, in consideration of the mutual premises and covenants set forth in this Agreement, and intending to be legally bound, the parties agree as follows:

I. LEGISLATIVE FINDING OF FACT

A. The foregoing recitals are hereby adopted as legislative findings and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

II. SCOPE OF SERVICES

A. General Project Information

Project Name: City of Leesburg, Mispah-Simmons Apartments, Parking Lot Replacement Project, (hereinafter, “CDBG Project”).
Project Address: 2212 Mispah Avenue and 2213 Simmons Avenue, Leesburg, Florida 34748 (Alternate Key # 1174783 & 1700329)
Legal Description: See Attached **Exhibit A**.
Funding Amount: **Not to Exceed \$104,750.00**

B. Description of Activities

1. The Subrecipient will be responsible for administering the CDBG Project for Fiscal Year 2023-2024 in a manner satisfactory to the County and consistent with any standards required as a condition of providing these funds.

2. The CDBG Project will include the following activities eligible under the CDBG Program:

The Project will consist of the demolition and replacement of the existing parking lots at the Mispah-Simmons Apartments in the City of Leesburg as described by Subrecipient in their Application, attached hereto and incorporated herein as **Exhibit B**.

3. For the purposes of this Agreement, the County is a pass-through entity of a federal award and the Subrecipient is a subrecipient of CDBG funds from HUD, the Federal Awarding Agency.

4. The Subrecipient will comply with the requirements of the Federal Awarding Agency, the County, and CDBG funding related provisions. Funds shall be expended solely for the purposes provided to the County through Subrecipient’s application for funding.

5. Subrecipient shall comply with 2 C.F.R. Part 200 (the “Uniform Guidance”) and the reporting requirements of HUD.

C. National Objectives

1. All activities funded with CDBG funds must meet one of the CDBG program’s National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 C.F.R. 570.208.

2. The Subrecipient certifies that the activities carried out with the funds provided under this Agreement will meet one or more of the following CDBG National Objectives, as described in the Subrecipient’s Application, attached hereto as **Exhibit B**.

D. Goals & Performance Measures

1. The Subrecipient agrees to complete the CDBG Project as described in Subrecipient's Application for funds as provided herein.

E. Performance Monitoring

1. In order to monitor the implementation of the Project, Subrecipient must complete and submit the Project Milestone Chart included in **Exhibit C**, to the County by the tenth (10th) day of each month.

2. The County reserves the right to request additional documentation from Subrecipient demonstrating Subrecipients performance under this Agreement.

III. TIME OF PERFORMANCE

1. This Agreement shall be effective upon the date of the last party to sign (the "Effective Date") and will remain in effect through for eighteen (18) months following approval.

2. Subrecipient shall commence the CDBG Project immediately following the Effective Date. The CDBG Project shall be completed within eighteen (18) months from the Effective Date of this Agreement.

3. The terms of this Agreement and the provisions herein shall be extended to cover any additional time during which the Subrecipient remains in control of CDBG funds or other assets, including program income.

IV. BUDGET

1. The CDBG Project budget provided by Subrecipient is attached hereto and incorporated herein as **Exhibit D**. The County may require Subrecipient to provide a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County.

2. Any indirect costs charged must be consistent with the conditions of Paragraph VIII (D)(2) of this Agreement.

V. PAYMENT

1. It is expressly agreed and understood that the total amount to be paid by County to Subrecipient of FY 2023-2024 CDBG funds under this Agreement **shall not exceed One Hundred Four Thousand Seven-Hundred Fifty Dollars and XX/100 (\$104,750.00)**. If any portion of the Subrecipient's project is determined to be an ineligible expenditure, the funds must be repaid to the County.

2. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in **Exhibit E** and in accordance with performance. Expenses for general project delivery shall also be paid against the line-item budgets specified in **Exhibit E** and in accordance with performance.

3. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 Part C.F.R. 200.

VI. NOTICES

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

COUNTY

Lake County
Office of Housing & Community Services
Attn: Director,
Post Office Box 7800
2008 Classique Lane
Tavares, Florida 32778-7800

SUBRECIPIENT

City of Leesburg
Carver Heights/Montclair Area CRA
Attn: Al Minner, City Manager
501 W. Meadow Street
P.O. Box 490630
Leesburg, FL 34749-0630

With a copy to:

Lake County Administration Building
Attn: County Attorney
315 West Main Street, Suite 335
Post Office Box 7800
Tavares, Florida 32778-7800

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

VII. GENERAL CONDITIONS

A. Registration in "SAM." Subrecipient shall register with the System for Award Management ("SAM") (<https://www.sam.gov>) pursuant to 2 C.F.R. part 25. Subrecipient shall provide registration information to County prior to receiving funds under this Agreement.

B. Reporting Subaward and Executive Compensation Information. Subrecipient must comply with the Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109-282, as amended) and the reporting requirements found in 2 C.F.R. part 170 regarding the reporting of subaward and executive compensation. This information must be provided to County upon request for compliance with reporting requirements under the federal award.

C. Program Fraud and False or Fraudulent Statements or Related Acts. The Subrecipient acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Subrecipient's actions pertaining to this Agreement.

D. Federal Participation. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this Agreement.

E. Seal, Logos and Flags. The Subrecipient shall not use HUD's seal(s), logos, crests or reproductions of flags or likenesses of agency officials without specific HUD pre-approval.

F. General Compliance. The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the HUD regulations concerning CDBG). The Subrecipient also agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies

governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

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

H. Indemnification. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing herein shall constitute a waiver by either party of sovereign immunity or statutory limitations on liability beyond the limited waiver provided for in Section 768.28, Florida Statutes, as amended.

I. Insurance and Bonding. The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the County; at a minimum the Subrecipient shall:

1. The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200, Bonding and Insurance.

2. Subrecipient shall purchase and maintain at all times during the term of this Agreement, without cost or expense to the Grantor, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the Grantor, insuring the Subrecipient against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and obligations of the Subrecipient under the terms and provisions of this Agreement. An original certificate of insurance, indicating that the Subrecipient has coverage in accordance with the requirements of this section, must be furnished by Subrecipient to the County’s Project Manager and Procurement Services Director within five (5) working days of such request and must be received and accepted by the Grantor prior to Agreement execution and before any work begins.

3. The parties agree that the policies of insurance and confirming certificates of insurance must insure Subrecipient in accordance with the following minimum limits:

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

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

4. **Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners**, must be named as an additional insured as their interests may appear on all applicable policies.

5. Subrecipient must provide written notice to Grantor within thirty (30) days of any change, cancellation, or nonrenewal of required insurance coverage.

6. Subrecipient must provide a copy to the Grantor of all policy endorsements, reflecting the required coverage, with Grantor listed as an additional insured along with all required provisions to include waiver of subrogation. A certificate of insurance will not be accepted in lieu of the policy endorsements.

7. Certificates of insurance must evidence a waiver of subrogation in favor of the Grantor, that coverage must be primary and non-contributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the Grantor.

8. Certificate holder must be:
LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND
THE BOARD OF COUNTY COMMISSIONERS
P.O. BOX 7800
TAVARES, FLORIDA 32778-7800

9. All self-insured retentions must appear on the certificates and will be subject to approval by the Grantor. At the option of the Grantor, the insurer must reduce or eliminate such self-insured retentions, or Subrecipient will be required to procure a bond guaranteeing payment of losses and related claims expenses.

10. The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

11. The Grantor will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of Subrecipient and subcontractor providing such insurance.

12. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Agreement for default.

13. Neither approval by the Grantor of any insurance supplied by Subrecipient nor a failure to disapprove that insurance, will relieve Subrecipient of full responsibility of liability, damages, and accidents as set forth in this Agreement.

J. Project Publicity. The Subrecipient shall recognize the County for its contribution in promotional material and at any events or workshops for which funds from this Agreement are allocated. Any news release or other type of publicity pertaining to the scope of work performed pursuant to this Agreement must recognize the County as a sponsor, funded by the County. In written materials, any reference to the County must appear in the same size letters and font type as the name of any other funding sources. The Subrecipient shall receive prior written approval from the Director of the Office of Communications to use the County's Logo or Seal. The Subrecipient shall in no way use any statements, whether written or oral, made by the County's employees to market, sell, promote, or highlight the Subrecipient, the Subrecipient's product(s) and service(s) unless authorized to do so, in writing, by the County Manager or their designee.

In addition, the Subrecipient shall not use subjective or perceived interpretations, even if factual, regarding the County's opinion of the Subrecipient's performance, product(s) and service(s) in any document, article, publication, or press release designed to market, promote, or highlight the Subrecipient or the Subrecipient's product(s) and service(s). This does not prevent the Subrecipient from including the County as a reference.

K. Amendments or Modifications

1. Any program modification requested by Subrecipient must be requested at least ninety (90) days prior to the end of the term of this Subrecipient Agreement. No modification or amendment to this Subrecipient Agreement will be binding on either party unless in writing, and signed by both parties.

2. In the event that the County's Board of County Commissioners approves any modification, amendment, or alteration to the funding allocation, Subrecipient will be notified in writing and such notification will constitute an official amendment.

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

L. Suspension or Termination

1. In accordance with 2 C.F.R. Part 200, Subpart D, §§ 200.339 – 200.343, suspension or termination may occur if the Subrecipient materially fails to comply with any term of the award; the award may also be terminated for convenience.

2. Termination Due to Unavailability of Funding. When grant funds or other funds are not appropriated or otherwise made available to support this Agreement in whole or in part, the County shall notify the Subrecipient of such occurrence and the County may terminate this Agreement without penalty or expense to the County, upon no less than twenty-four (24) hours written notice to the Subrecipient.

3. Partial Termination. Partial termination of the Scope of Service may only be undertaken with the prior approval of the County. In the event of a partial termination, if the County determines that reduced or modified Scope of Services will not meet the requirements of the Federal Awarding Agency, the County reserves the right to terminate this Agreement in its entirety.

4. Termination for Cause. The County may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient breaches or materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein.

a. A default shall consist of any use of Grant Funds for a purpose other than as authorized by this Agreement, noncompliance with any provision herein, any material breach of the Agreement, failure to comply with the audit requirements as provided herein, or failure to expend Grant Funds in a timely or proper manner. Upon the occurrence of any such default the County shall serve due notice to the Subrecipient, at which time the Subrecipient shall have a reasonable opportunity to respond and cure. For purposes of this Agreement, a reasonable opportunity to respond and cure any default shall be ten (10) days (in the case of monetary defaults) or thirty (30) days (in the case of non-monetary defaults) from the date the County delivers by personal service or mails written notice of such default to the Subrecipient, hereinafter referred to

as the “Cure Period.” If the default is not cured to the satisfaction of the County, the County shall have the right, in its sole discretion, to take the following action(s):

- i. Upon a written request from Subrecipient setting forth a reasonable basis to support the need for an additional Cure Period, the County may grant an additional Cure Period by written acknowledgment thereof; or
- ii. Terminate this Agreement by written notice thereof; or
- iii. Take such other action, including, but not limited to, requiring additional conditions as provided for in 24 C.F.R. § 200.208; temporarily withholding cash payments pending correction of the deficiency by the Subrecipient; disallow all or part of the cost of the activity or action not in compliance; wholly or partly suspend or terminate the current award for the Project; withhold further awards for the Project; declare the Subrecipient ineligible for any further participation in the County’s contracts; or take other remedies that may be legally available.
- iv. If the County terminates this Agreement for cause, Subrecipient shall return all unused funding provided to Subrecipient under this Agreement by the County.

5. Costs Not Allowed After Default. Costs resulting from obligations incurred by the Subrecipient during a suspension or after termination of an award are not allowable unless the County expressly authorizes them in the notice of suspension or termination or subsequently. Other Subrecipient costs during suspension or after termination, which are necessary and not reasonably avoidable, are allowed if:

- a. The costs result from obligations which were properly incurred by the Subrecipient before the effective date of suspension or termination, and are not in anticipation of it, and, in the case of a termination, are noncancelable; and
- b. The costs would be allowed if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

6. No delay or omission by County or state in exercising any right or remedy available to it under the Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Subrecipient default.

7. Nothing contained herein shall be construed as a limitation on such other rights and remedies available to the parties under law or in equity which may now or in the future be applicable.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Federal Grant Administration Requirements. Subrecipient shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 (“Uniform Guidance” or “UG”), as adopted by the Federal Awarding Agency at 2 C.F.R. § 570.502. These requirements dictate how Subrecipient must administer the subaward and how County must oversee Subrecipient.

B. Financial Management

1. Accounting Standards. The Subrecipient agrees to comply with 2 C.F.R. § 200.302 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Internal Controls. The Subrecipient agrees to comply with 2 C.F.R. § 200.303 and maintain effective internal controls over the funds awarded herein.

3. Cost Principles. The Subrecipient shall administer its program in conformance with 2 C.F.R. Part 200, Subpart E, “Cost Principles.” These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

C. Documentation and Record-Keeping

1. Records to be maintained. The Subrecipient shall maintain all records required by the Federal Awarding Agency, as specified in 24 C.F.R. § 570.506, that are pertinent to the activities to be funded under this Agreement. Such records include but are not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 C.F.R. § 570.502, and 2 C.F.R. Part 200, Subpart D; and
- g. Other records necessary to document compliance with Subpart K of 24 C.F.R. 570.

2. Retention. The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years from the date of submission of the final expenditure report for activities funded hereunder. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after the person has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiation, or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

3. Client Data. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level, race, sex, age, head of household, family size, or other basis for determining eligibility, and description of

services provided. Such information shall be made available to County, County's monitors (HUD), or their designees for review upon request.

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

5. Property Records. The Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 C.F.R. § 570.503(b)(2), as applicable.

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

7. Audit & Inspection of Records.

a. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, the Federal Awarding Agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantor or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

b. Payments under this Agreement are federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507), the related provisions of the Uniform Guidance, and an annual audit. The Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R. Part 200 and the related provisions of the Uniform Guidance, if it expends \$750,000 or more in federal awards from all sources during its fiscal year. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning Subrecipient audits and, as applicable, 2 C.F.R. Part 200 subpart F.

c. In the event the audit or the audited financial statements show that the funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this Agreement, the Subrecipient shall be held liable for reimbursement to the County for all funds not expended in accordance with the applicable regulations and agreement provisions within thirty (30) days after the County has notified the Subrecipient of such non-compliance. Said reimbursement shall not preclude the County from taking any other action as provided in this Agreement or as allowed by applicable law.

d. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the termination of this Agreement and withholding of future payments.

8. This Section shall survive the expiration or earlier termination of this Agreement.

D. Reporting and Payment Procedures

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

2. Indirect costs. If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the County for approval, in a form specified by the County. The indirect cost allocation method shall comply with 2 C.F.R. Part 200, Appendix IV, *Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations* or 2 C.F.R. Part 200, Appendix V, *State/Local Governmentwide Central Service Cost Allocation Plans*, as applicable.

3. Payment Procedure. The Grantor will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with Subrecipient's approved budget and County payment policies. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantor in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the County reserves the right to liquidate funds available under this Agreement for costs incurred by the County on behalf of the Subrecipient. Payments will be made in accordance with Part VII, Chapter 218, Florida Statutes, known as the Local Government Prompt Payment Act.

4. Progress Report. The Subrecipient shall also submit Quarterly Progress Reports to the County on the Project accomplishments.

E. Procurement

1. Subrecipient is responsible for ensuring that any procurement using CDBG funds, or payments under procurement contracts using such funds, are consistent with the procurement standards set forth in the Uniform Guidance at 2 C.F.R. §§ 200.318-200.327 ("Procurement Standards"), and Appendix II to Part 200, as applicable, as well as any additional directives or guidance issued by or relevant to the Federal Awarding Agency. The Uniform Guidance can be found at the following link: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>.

2. By executing this Agreement, the Subrecipient hereby certifies that it has and maintains written purchasing procedures in compliance with 2 C.F.R. §§ 200.318-200.327 ("Procurement Standards") and will use such procedures when expending CDBG Funds under this Agreement; and it shall retain copies of all Subaward-related procurement contracts, subcontracts, sub-recipient agreement, subaward documentation, and documentation of compliance with the procurement requirements of this Agreement and as further detailed in 2 C.F.R. Part 200, Subpart D ("Post Federal Award Requirements") and Subpart E ("Cost Principles").

3. Subrecipient shall comply with current Grantor policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by

such policy as may be procured with funds provided herein. All program assets (unexplained program income, property, equipment, etc.) shall revert to the Grantor upon termination of this Agreement.

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

e. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the U.S. Department of Commerce Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned companies and women's business enterprises.

9. The type of procuring instruments used (e.g., fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be determined by the Subrecipient but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of contracting shall not be used.

10. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and condition of the proposed procurement. Consideration shall be given to such matters as contractor integrity; compliance with public policy, including, where applicable, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u); record of past performance; financial and technical resources or accessibility to other necessary resources.

11. **Suspension and Debarment.** A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared negligible under statutory or regulatory authority other than Executive Order 12549.

12. Subrecipients shall, on request, make available for the Federal awarding agency and the Grantor, pre-award review and procurement documents, such as requests for proposals or invitation for bids, independent cost estimates, etc., when any of the following conditions apply:

a. A Subrecipient's procurement procedures or operation fails to comply with the procurement standards in HUD's implementation of 2 C.F.R. Part 200 Subpart D.

b. The procurement is expected to exceed \$10,000 or the small purchase threshold fixed at 41 U.S.C. 403 (11), whichever is greater, and is to be awarded without competition or only one bid or offer is received in response to a solicitation.

c. The procurement, which is expected to exceed the small purchase threshold, specifies a "brand name" product.

d. The proposed award over the small purchase threshold is to be awarded to other than the apparent low bidder under sealed bid procurement.

e. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the small purchase threshold.

13. Subrecipient shall comply with 2 C.F.R. 200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where

the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. Travel. The Subrecipient shall obtain written approval from the County for any travel outside the State of Florida with funds provided under this Agreement.

15. Domestic Preference for Procurements. As appropriate and to the extent consistent with law, Subrecipient should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. If funding provided under this Agreement is used for infrastructure projects, Subrecipient must comply with the Build America, Buy America Act (BABA) Buy America preferences set forth in 2 C.F.R. Part 184. For additional information see HUD Notice CPD-2023-12 and OMB Guidance Memorandum M-24-02).

16. Contract Provisions. Any contracts entered into by Subrecipient must contain the applicable provisions in Appendix II to 2 C.F.R. Part 200.

F. Use and Reversion of Assets. The use and disposition of real property and equipment under this Agreement must be in compliance with the requirements of 2 C.F.R. Part 200 and 24 C.F.R. §§ 570.502, 570.503, and 570.504, as applicable, which include but are not limited to, the following:

1. Subrecipient shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.

2. Real property under the Subrecipient’s control that was acquired or improved, in whole or in part, with funds under this Subrecipient Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 C.F.R. § 570.208 for five (5) years after the expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditure of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute Program Income to the County. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five (5) year period.

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

4. The Subrecipient shall maintain an inventory of all assets purchased or acquired in whole or in part with the Subaward that are tangible, non-expendable, have a value of at least \$5,000 (Five Thousand Dollars), and have a life expectancy of at least one (1) year. This inventory shall be made available to the County at any time, upon request, during the term of this Agreement and shall contain a description, serial number and quantity of each asset, verification of the existence and continued use of the asset and, if applicable, the continued need for such asset.

5. The Subrecipient assumes sole responsibility for insuring and assumes all risk of damage or loss to all assets in its care, custody, or control purchased or acquired with any portion of the Subaward and shall report lost or stolen assets immediately to the County. The Subrecipient shall also report stolen assets to the local law enforcement agency and submit a copy of the associated police report to the County. Upon receipt or return of the asset, the Subrecipient shall submit a report to the County listing the item received or returned as well as a description, serial number, and quantity.

IX. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance. The Subrecipient agrees to comply with the laws of the State of Florida and with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d et seq.); The Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended 42 U.S.C. §§ 3601 et seq.; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.); the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.); Executive Order 11063; and Executive Order 11246, as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination. The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, or marital/familial status with regard to public assistance. The Subrecipient will take affirmative actions to ensure that all employment and contracting practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.

3. Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 C.F.R. §§ 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the County and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

4. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the handicapped in any Federal assisted program. The Grantor shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

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

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

- a. An alien lawfully admitted for permanent residence as an immigrant, excluding, among others, alien visitors, tourists, diplomats, and students who enter the United States temporarily with no intention of abandoning their residence in a foreign country;
- b. An alien who is deemed to be lawfully admitted for permanent residence under the registry provisions of the INA;
- c. An alien who has qualified as a refugee or asylee;
- d. An alien who is lawfully present in the United States as a result of an exercise of the Attorney General's parole authority;
- e. An alien within the United States as to whom the Attorney General has withheld deportation on the basis of prospective persecution; or
- f. An alien lawfully admitted for temporary or permanent residence under Section 245A of the Immigration and Nationality Act

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

B. Equal Employment Opportunity. During the performance of this Agreement, the Subrecipient agrees as follows:

1. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in

conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subrecipient's legal duty to furnish information.

4. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Subrecipient's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Subrecipient will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States. The Subrecipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the Subrecipient so participating is a State or local government, the

above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The Subrecipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Subrecipient or subcontractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Subrecipients and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Subrecipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

C. Affirmative Action. Requirements for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246).

1. Approved Plan. The Subrecipient agrees that it shall be committed to carry out, pursuant to HUD or County specifications, an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The CONTRACTOR's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth therein. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. WBE/MBE. The Subrecipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one percent (51%) owned and controlled by a minority group or women. For the purpose of this definition, "minority group members" Minority" includes: Black (all persons having origins in any of the Black African racial groups not of Hispanic origin); Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race); (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, and the Indian Subcontinent, or the Pacific Islands); and (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable affiliations through membership and participation or community identification).

3. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

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

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

D. Employment Restrictions

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

2. Labor Standards:

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

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

c. The Subrecipient shall be prohibited from the use of debarred, suspended or ineligible contractors or subcontractors. The requirements set forth in 24 C.F.R. part 5 applies to this program.

3. "Section 3" Clause:

a. Compliance: Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance under this Agreement and binding upon the Grantor, the Subrecipient and any of the Subrecipient's sub recipients and subcontractors. Failure to fulfil these requirements shall subject the Grantor, the Subrecipient and any of the Sub-Recipient's sub recipients and subcontractors, their successors, and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.”

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

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

b. Notifications: The Subrecipient agrees to post copies of a notice advising workers of the Contractor’s commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. Said notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

c. Subcontracts: The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

d. Compliance with Grantor’s Section 3 Plan (Public Facility projects over \$200,000): The Subrecipient agrees to comply with the provisions of the Section 3 Plan.

E. Conduct

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

2. Subcontracts:

a. Approvals: The Subrecipient shall not enter into any subcontracts with any agency or individuals in the performance of this Agreement without the written consent of the Grantor prior to the execution of such Agreement.

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

c. Content: The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process: The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantor along with documentation concerning the selection process.

3. Hatch Act: The Subrecipient agrees that no fund provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code.

4. Conflict of Interest: The Subrecipient agrees to abide by the provisions of 24 C.F.R. 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of the Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflicts of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantor, or of any designated public agencies or sub recipients which are receiving funds under the CDBG Entitlement programs.

5. Lobbying: The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee or an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative contract.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative contract, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instruction.

c. It will require that the language of paragraph (d) of this section be included in the award documents of all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative contracts) and that all sub recipients shall certify and disclose accordingly.

d. Lobbying Certification: This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.

e. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

6. Rights to Inventions Made under Contract or Agreement. If the Federal award meets the definition of “funding contract” under 37 C.F.R. §401.2 (a) and the Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding contract,” the Subrecipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts,” and any implementing regulations issued by the awarding agency.

7. Religious Organization. The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR § 570.200(j), such as worship, religious instruction, or proselytization. This provision does not prevent or limit faith-based organizations from participating in HUD programs and activities, as provided for in 2 C.F.R. § 5.109.

F. Code of Conduct

1. The Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest is involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the company selected for an award.

2. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts. However, Subrecipient may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.

X. ENVIRONMENTAL CONDITIONS

A. The Subrecipient shall carry out the Project in compliance with all Federal laws and regulations, except that the Subrecipient does not assume the County's environmental responsibilities described in 24 C.F.R. 570.604, if any, and the Subrecipient does not assume the County's responsibility for initiating the review process under the provisions of 24 C.F.R. part 58.

B. Clean Air and Clean Water Acts.

1. Clean Air Act. This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 15, as amended from time to time.

The Subrecipient and any of its contractors or subcontractors, for work funded under the Agreement which is in excess of one-hundred thousand (\$100,000) dollars agree to the following requirements:

a. A stipulation by the Subrecipient and any of its contractors or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15.20.

b. Agreement by the Subrecipient and any of its contractors or subcontractors to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857c-8) and (33 U.S.C. 1318) relating to the inspection, monitoring, entry reports and information as well as all other requirements specified in said Section 114 and Section 308, and all regulations, and guidelines issued thereunder.

c. A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

d. Agreement by the Subrecipient and any of its contractors or subcontractors that he/she will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt contract or subcontract and requiring that the Subrecipient or any of its contractors or subcontractors will take such action as the Government may direct as a means of enforcing such provision.

2. Federal Water Pollution Control Act. The Subrecipient and any of its contractors or subcontractors shall comply with all applicable standards, orders, and regulations issued pursuant to the Federal Water Pollution Control Act, 33 U.S.C., Section 1251, et seq. The Subrecipient shall report each violation to the County, which will report each violation as required to HUD and the appropriate EPA Regional Office. The Subrecipient shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by HUD under this Agreement.

3. In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

C. Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified

by FEMA as having special flood hazards, flood insurance under the national Flood Insurance Program is obtained and maintained a condition of financial assistance for acquisition or construction purposes (including rehabilitation)

D. Lead Based Paint. The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead Based Paint Regulations at 24 C.F.R. 570.608 and 24 C.F.R. Part 35. Such regulations pertain to all HUD assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notifications shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability of blood lead level screening for children under seven (7). The notice should also point out that if lead-based paint is found on the property, abatement measures may be taken.

E. Historic Preservation. The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 C.F.R., Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older that are included on a Federal, State or local historic property list.

F. Architectural Barriers Act of 1968 and Americans with Disabilities Act. The Subrecipient agrees to comply with the requirements of the Architectural Barriers Act of 1968 and the Americans with Disabilities Act of 2008 in the design or alteration of any property improved with funds provided hereunder. These standards ensure accessibility to, and use by, physically handicapped people.

G. Executive Order 12373 – Interagency Review. The Subrecipient agrees to comply with E.O. 12373 Interagency Review which applies to the CDBG Program only when funds will be used for the planning or construction (reconstruction or installation) of water or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not include water and sewer lines connecting a structure to the lines in the public right-of-way or easement.

XI. GENERAL PROVISIONS

A. Assignment. Subrecipient shall not assign this Agreement or any part hereof without the prior written consent of the County.

B. Severability. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

C. Public Records. To the extent that Section 119.0701, Florida Statutes, applies to the Subrecipient, it shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records required by the Grantor to perform the Projects identified in this Agreement.

2. Upon request from the Grantor's custodian of public records, provide the Grantor with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Subrecipient does not transfer the records to the Grantor.

4. Upon completion of this Agreement, transfer, at no cost, to the Grantor all public records in possession of the Subrecipient to keep and maintain public records required by the Grantor to perform the Project. If Subrecipient transfers all public records to the Grantor upon completion of this Agreement, Subrecipient shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If Subrecipient keeps and maintains public records upon completion of this Agreement, Subrecipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Grantor, upon request from the Grantor's custodian of public records, in a format that is compatible with the information technology systems of the Grantor.

5. Failure to comply with this subsection will be deemed a breach of this Agreement and enforceable as set forth in Section 119.0701, Florida Statutes.

IF SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT LAKE COUNTY OFFICE OF HOUSING AND COMMUNITY SERVICES, 352-742-6540, P.O. BOX 7800, TAVARES, FL 32778-7800, OR VIA EMAIL AT CDBG@LAKECOUNTYFL.GOV.

6. Unless otherwise provided, Subrecipient shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies. If Subrecipient receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the Subrecipient shall continue to maintain all service records until final resolution of the dispute or litigation.

D. Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations under this Agreement, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

E. Discriminatory Vendor List. As provided by Section 287.134, Florida Statutes, a contractor who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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. By entering into this Agreement, Subrecipient affirms that Subrecipient is not on the Discriminatory Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Discriminatory Vendor List.

F. Antitrust Violator Vendor List. As provided by Section 287.137, Florida Statutes, a contractor who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Agreement, Subrecipient affirms that Subrecipient is not on the Antitrust Violator Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Antitrust Violator Vendor List.

G. Foreign gifts and contracts. Pursuant to Section 286.101, Florida Statutes, Subrecipient shall disclose to the County any current or prior interest of, any contract with, or any grant or gift received by a foreign country of concern if such interest, contract, or grant or gift (1) had a value of \$50,000 or more and (2) such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. Foreign country of concern is defined in Section 286.101(1)(b), Florida Statutes, as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. Subrecipient's disclosure must include the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. The County may request records relevant to a reasonable suspicion that a disclosure has not been made and the Subrecipient shall provide the required records within 30 days of the County making such request, or at a later time as agreed to by the Parties.

H. Contracting with foreign entities of concern. Pursuant to Section 287.138, Florida Statutes, for contracts where Subrecipient may have access to personal identifying information, Subrecipient certifies, under penalty of perjury, by entering this agreement that (1) Subrecipient is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a controlling interest in Subrecipient; and (3) Subrecipient is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this section, foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

I. Certification Regarding Scrutinized Companies. The Subrecipient hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Subrecipient understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Subrecipient further understands that any contract with the County for goods or services may be terminated at the option of the County if the Subrecipient is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

J. Sovereign Immunity. County expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of County beyond any statutory limited waiver of immunity or limits

of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against County, which would otherwise be barred under the law.

K. E-Verify. Subrecipient shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by Subrecipient during the term of this Agreement. Subrecipient shall include in all contracts with subcontractors performing work pursuant to any contract arising from this Agreement an express requirement that the subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors during the term of the Agreement.

L. Governing Law, Venue, and Waiver of Jury Trial. This Agreement is made under, and in all respects will be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement will lie solely in Lake County, Florida. SUBRECIPIENT HEREBY WAIVES ITS RIGHT TO A JURY TRIAL FOR ANY ACTION ARISING FROM THIS AGREEMENT.

M. Captions. The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions of this Agreement.

N. Binding Effect. This Agreement will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns.

O. No Waiver. The failure of any party at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision of this Agreement, nor in any way affect the validity of, or the right to enforce, each and every provision of this Agreement.

P. Restricted Covenants. The Subrecipient as the Property Owner will execute and record a Declaration of Covenants and Restrictions in the public records of Lake County at Subrecipient's expense restricting the use of the real property described in **Exhibit A**, as outlined in this Agreement for a period of seven (7) years in a substantially similar form as set forth in **Exhibit F**. The Declaration of Covenants and Restriction shall be fully executed and recorded within ten (10) days of the date this Agreement is fully executed.

Q. Merger and Modifications. This Agreement together with the attachments embody the entire agreement and understanding between the parties hereto and there are no other agreements or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. This Agreement may only be amended or extended by a written instrument executed by the County and the Subrecipient expressly for that purpose.

R. Scope of Agreement. This Agreement is intended by the parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this Agreement, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this Agreement will need to be added via written addendum, and pricing negotiated based on final specifications. This Agreement contains the following exhibits, all of which are incorporated into this Agreement:

Exhibit A.....Legal Description
Exhibit B.....Subrecipient Application/Scope of Work
Exhibit C.....Project Milestone Chart

Exhibit D.....Budget
Exhibit EReimbursement Request
Exhibit F:Declaration of Covenants and Restriction

IN WITNESS WHEREOF, the parties through their authorized representatives have signed this Agreement on the dates under each signature:

**BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA**

ATTEST:

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

Kirby Smith, Chairman

This _____ day of _____, 2023.

Approved as to form and legality:

Melanie Marsh, County Attorney

AGENCY:

CITY OF LEESBURG

ATTEST:

Andi Purvis, City Clerk

James A. Burry, Jr., Mayor

This _____ day of _____, 2023.

Approved as to Form and Legality:

Grant Watson
City Attorney

PROPERTY OWNER:

**COMMUNITY REDEVELOPMENT AGENCY
FOR THE CARVER HEIGHTS/MONTCLAIR
AREA**

ATTEST:

Andi Purvis, City Clerk

James A. Burry, Jr., Mayor

This _____ day of _____, 2023.

Approved as to Form and Legality:

Grant Watson
City Attorney

EXHIBIT A: LEGAL DESCRIPTION

Parcel I:

That part of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 22, Township 19 South, Range 24 East, Lake County, Florida, in the City of Leesburg, Florida, bounded and described as follows: From the Northeast corner of the Northwest $\frac{1}{4}$ of said Section 22, run West 1065 feet; thence South 891 feet to the Point of Beginning of this description: from said Point of Beginning, run North 226 feet; thence West 130 feet; thence South 226 feet; thence East 130 feet to the Point of Beginning, LESS that part thereof conveyed to the City of Leesburg by deed recorded in Official Records Book 892, Page 16, Public Records of Lake County, Florida.

Property Address: 2212 Mispah Street, Leesburg, Florida 34748

Parcel ID No. 2219240002-000-06500

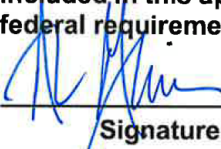
Parcel II:

The South 228 feet of the North 663 feet of the West 120 feet of the East 1185 feet of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 22, Township 19 South, Range 24 East, Lake County, Florida; LESS the North 17.5 feet for road right-of-way as shown on that deed recorded in Official Records Book 1006, Page 2470, Public Records of Lake County, Florida.

Property Address: 2213 Simmons Avenue, Leesburg, Florida 34748

Parcel ID No.: 2219240002-000-04600

EXHIBIT B: SUB-RECIPIENT APPLICATION/SCOPE OF WORK

APPLICANT INFORMATION AND PROJECT ABSTRACT			
1.	Project Name: Mispah Simmons Apartment Complex Parking Lots Replacement		
2.	Title of CDBG Activity: Public Facilities		
3.	CDBG Funding Year: FY 2023-24		
4.	Name of Applicant (Municipality or Non-profit): City of Leesburg		
5.	Address: 501 W. Meadow Street P O Box 490630 Leesburg FL 34749-0630		
6.	Telephone: 352-728-9786 ext. 1100	7.	Facsimile: 352-728-9706
8.	Federal Tax ID No.: 59-6000362	8a.	DUNS No.: 113889752
8b.	Attach SAM.gov Proof of Registration and CAGE Number 3L2C7	8c.	Non-Profits: Attach: 501(c)(3) documentation and SAM registration
9.	Type of Organization: ☒ Municipality ☐ Non-profit		
10.	Name of Principal Contact Person: Al Minner		
11.	Title: City Manager	12.	Email address: Al.Minner@LeesburgFlorida.gov Telephone: 352-728-9786 ext. 1100
13.	Amount of CDBG funds requested: \$		
14.	Funds committed from other sources: \$		
15.	Total project cost (Line 13 + Line 14): \$		
16.	Location of proposed project: (For purposes of GIS mapping, please provide a specific, US Post Office recognized address in or near the project site – i.e.: 132 Main St. Please do not provide a range or intersection) <u>2212 Mispah Avenue/2213 Simmons Avenue,</u> <u>Leesburg FL 34748</u>		
17.	Attach electronic copies of Photographs of the project site if rehab or construction.		
The applicant certifies that to the best of its knowledge and belief, the information included in this application is true and correct, and that the applicant will comply with all federal requirements should this application be approved for funding.  Signature <u>5/30/23</u> Date Al Minner, City Manager Typed Name and Title			

PROJECT DESCRIPTION

Briefly describe the proposed project. The narrative should include: 1) the need or problem to be addressed, 2) the population to be served or the area to benefit, 3) the work to be performed, including the activities to be undertaken or the services to be provided, 4) the method of approach, and 5) the implementation schedule. **Attach additional sheets if necessary (no more than 3 please).**

The proposed project will replace the existing parking lots that support the 12-unit apartment complex which is occupied by low income individuals. To our knowledge, the parking lots are original to the property and have never been replaced. All of the individuals occupying these units meet the criteria for the Project-Based Voucher program.

Check here if the structure is historic ☐ Year constructed _____

Check here if the project is located in a flood plain ☐, attach flood plain map as applicable.

CDBG ELIGIBLE ACTIVITIES

1. Place a checkmark in one or more of the following boxes that describes your proposed activity.

Public Facilities:

- | | |
|--|--|
| ☐ Streets, curbs, sidewalks | ☐ Community centers, senior centers |
| ☐ Storm and sanitary sewers | ☒ Parking lots |
| ☐ Water lines | ☐ Fire Stations |
| ☐ Parks | ☐ Other, specify |

Public Services:

- | | |
|--|---|
| ☐ Child care | ☐ Health care |
| ☐ Recreation programs | ☐ Education programs |
| ☐ Public safety services | ☐ Fair housing activities |
| ☐ Services for senior citizens | ☐ Services for homeless people |
| ☐ Drug abuse counseling | ☐ Energy conservation counseling and testing |
| ☐ Welfare | ☐ Other, specify |
| ☐ Paying for the cost of operating and maintaining that portion of a facility in which one or more of the above services are provided | |

Other:

- | | |
|---|--|
| ☐ Acquisition | ☐ Homeownership assistance (down payment and closing costs) |
| ☐ Demolition | ☐ Planning |
| ☐ Housing Rehabilitation | ☐ Economic Development |

CDBG STATUTORY OBJECTIVE JUSTIFICATION

LMI Area Benefit | # Persons Served: _____

☐ **Census Data** – (Please reference the **LMI Area map**)

Census Tract and Block Group #: _____

Area population: _____ LMI Population: _____ Percent LMI: _____

OR

☐ **Survey Data** – Check this box if you intend to utilize household income surveys to document the size and annual income of each person receiving the benefit. Note: at least 51% of the program beneficiaries must be persons whose family income does not exceed the limits summarized in **Exhibit C – National Objective Qualifiers**.

****Note:** Public service activities CANNOT be qualified through the Area Benefit National Objective.

LMC Limited Clientele | # Persons Served: 12

If the proposed activity is a public service and is limited to a specific group of people, at least 51% of whom are low- and moderate-income persons, indicate which of the three categories of limited clientele activities best describes the activity by placing a checkmark in the appropriate box.

☐ **Presumed benefit** - place a checkmark in the box that describes the beneficiaries of the proposed service: (**NOTE: Handicap Barrier Removal Projects should check Presumed Benefit/Severely Disabled Adults below**).

- | | |
|---|---|
| ☐ Abused children | ☐ Battered spouses |
| ☐ Elderly persons | ☐ Severely disabled adults (use census population report definition) |
| ☐ Homeless persons | ☐ Illiterate adults |
| ☐ Persons living with AIDS | ☐ Migrant farm workers |

☐ **Family size and income** – check this box if you intend to utilize household income surveys to document the size and annual income of each person receiving the benefit. Note: at least 51% of the program beneficiaries must be persons whose family income does not exceed the limits summarized in **Exhibit C – National Objective Qualifiers**.

☒ **Nature and location of activity** – check this box if the nature and location of the activity are such that it will be used predominantly by low- and moderate-income persons. For example, a day care center designed to serve residents of a public housing development. Attach an explanation of how the activity meets this objective.

LMH Housing | # Households Served: 12

☐ **Housing** – check this box if you will use funds to benefit low – and moderate Income homeowners or renters. Each unit must be occupied by a low- and moderate income household.

Slums/Blight | # Buildings Assisted: _____

☐ Only Public Facility building rehabilitation or demolition can be qualified as a "slums and blight" activity.

LINE ITEM BUDGET FORM – SERVICE PROJECTS

Name of Applicant:

Project Name:

Instructions: Please use the following format to present your proposed line item budget. In Column A, list the items for which you anticipate the need for CDBG funds. In Column B, provide the calculation explaining how you arrived at the estimated cost of the line item. In Column C, provide the projected request for CDBG funds. On the **Budget Narrative Attachment** provide a description of other funds and volunteer and donated services/resources to be used in the project.

Budget Item		CDBG Request
PERSONNEL		
Salaried Positions – Job Titles	Provide rate of pay (hourly/salary) and percentage of time spent on project (Full-Time Equivalent) or hours per week	
Salaries Total		
Fringe Benefits		
PERSONNEL TOTAL	Total of Personnel & Fringe Benefits	
OPERATING COSTS	Provide description of how you arrive at total for each line item	
Supplies		
Equipment		
Rent/Lease		
Insurance		
Printing		
Telephone		
Travel		
Other		
TOTAL OPERATING COSTS		
CONTRACT SERVICES		
TOTAL CONTRACT SERVICES		
BUDGET TOTAL		

BUDGET NARRATIVE ATTACHMENT	
1.	Describe your plans to use other funds on this project. In this section, only describe funds that have been secured. Provide the source of funds, amounts, and how these funds will be used. Describe your use of donated goods and services. Estimate the value of these goods and services. (Note: Engineering costs must be paid for by the municipality or agency. All construction projects require an engineer to prepare bid specifications and documents required by federal funding). None
2.	Explain why you consider your program to be a local priority. This project is a local priority in order to provide a safe parking area for the low-income residents in this apartment complex. The existing parking area has major cracks and deficiencies and needs to be replaced.

APPLICATION CHECKLIST PUBLIC FACILITIES PROJECTS			
	Yes	No	N/A
• Application completed and certification signed	✓		
• Project location map attached	✓		
• Architect / Engineer cost estimates	✓		
• Provide photographs in print and electronic format	✓		
• Municipal Council Resolution approving submission of application	✓		
• SAM.gov proof of registration and CAGE number	✓		

The proposed project will replace the existing parking lots that support the 12-unit apartment complex which is occupied by low income individuals. To our knowledge, the parking lots are original to the property and have never been replaced. All of the individuals occupying these units meet the criteria for the Project-Based Voucher program.

2212 Mispah Avenue (Apartments)



May 17, 2023

pointLayer



Override 1

polygonLayer



Override 1



County Boundary



Surrounding Counties

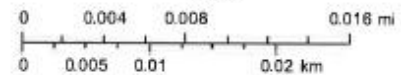
Street Names

Local Streets 1K

Tax Parcels Alternate Key

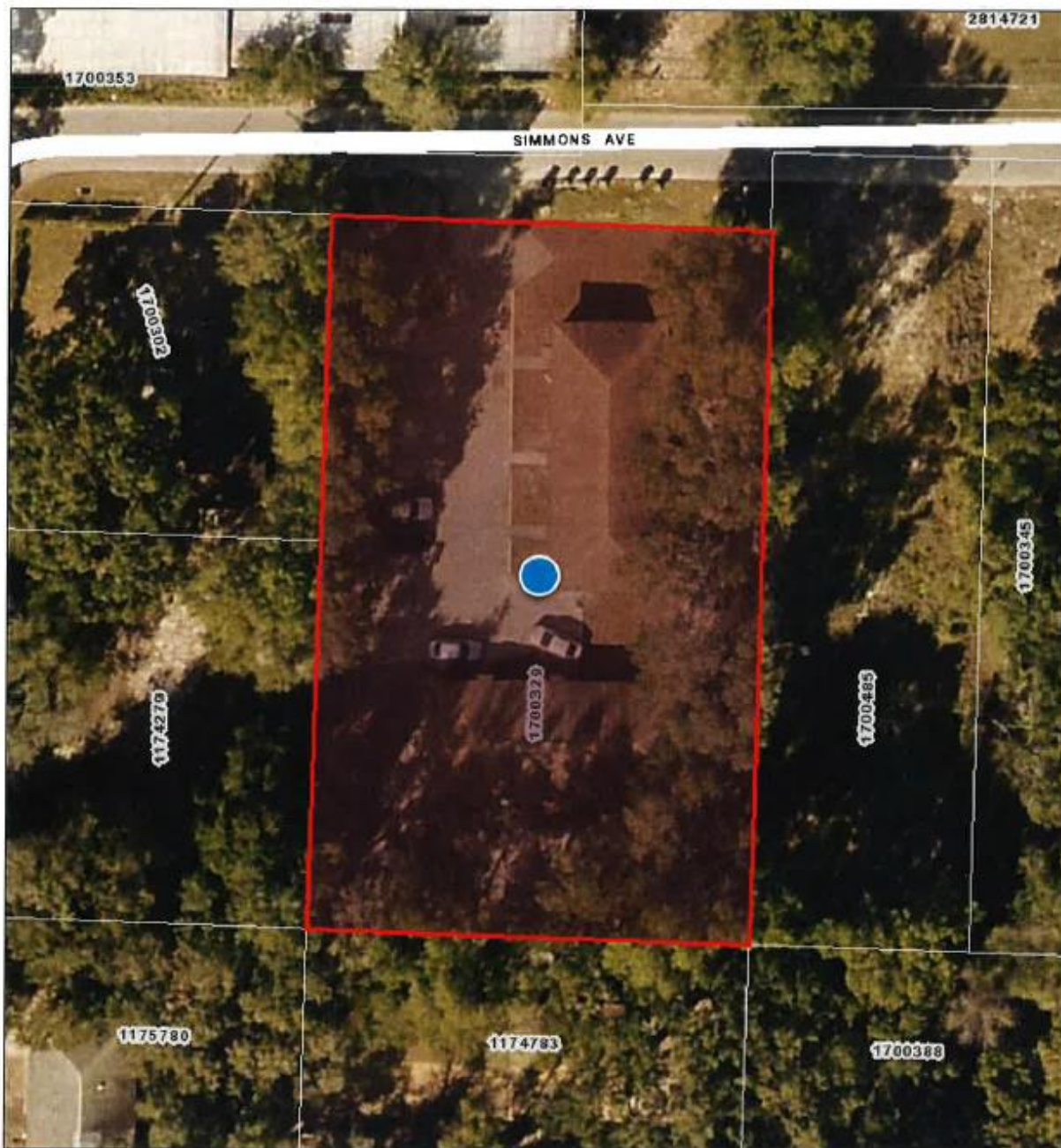
Tax Parcels

1:500



Lake County Property Appraiser
Lake BCC

2213 Simmons Avenue (Apartments)



May 17, 2023

pointLayer



Override 1

polygonLayer



Override 1



County Boundary



Surrounding Counties

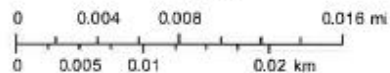
Street Names

Local Streets 1K

Tax Parcels Alternate Key

Tax Parcels

1:500



Lake County Property Appraiser
Lake BCC

**PAQUETTE COMPANY**

101 WEBER AVENUE
LEESBURG, FL 34748
PH. #(352) 365-0006 / FX. #(352) 315-0500

CITY OF LEESBURG SIMMONS / MILSAP - BUDGET PRICING

TO: MR. JOHN FOLKER

5/18/2023

PAQCO, Inc. proposes to furnish the following work, including all labor, materials and equipment - complete in accordance with the following:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT
***	SIMMONS APARTMENTS				
1	DEMOLITION OF EXISTING CONCRETE	1	LS	\$10,500.00	\$10,500.00
2	SUBGRADE FOR NEW BASE / PAVING	675	SY	\$10.00	\$6,750.00
3	6" LIMEROCK BASE GRADED AND COMPACTED	675	SY	\$20.00	\$13,500.00
4	1 1/2" SP-9.5 ASPHALT	675	SY	\$20.00	\$13,500.00
5	CONCRETE CURB	140	LF	\$25.00	\$3,500.00
6	STRIPING AND BUMPERS	1	LS	\$2,000.00	\$2,000.00
7	MOBILIZATION / SUPERVISION	1	LS	\$6,500.00	\$6,500.00
	SIMMONS BUDGET				\$56,250.00
***	MILSAP APARTMENTS				
1	DEMOLITION OF EXISTING CONCRETE	1	LS	\$9,750.00	\$9,750.00
2	SUBGRADE FOR NEW BASE / PAVING	600	SY	\$10.00	\$6,000.00
3	6" LIMEROCK BASE GRADED AND COMPACTED	600	SY	\$20.00	\$12,000.00
4	1 1/2" SP-9.5 ASPHALT	600	SY	\$20.00	\$12,000.00
5	STRIPING AND BUMPERS	1	LS	\$2,250.00	\$2,250.00
6	MOBILIZATION / SUPERVISION	1	LS	\$6,500.00	\$6,500.00
	MISPAH BUDGET				\$48,500.00
***	DOES NOT INCLUDE: TESTING, CLEARING, ENGINEERING / PERMITS, DRAINAGE, RELOCATION OF UTILITIES, SOD, CONCRETE WORK AND FENCE				
***	6" CONCRETE 3,000 PSI IN PLACE OF 6" LIMEROCK AND 1 1/2" ASPHALT ADD \$29,700.00 FOR SIMMONS / \$26,400.00 FOR MISPAH				

TERMS:

Net cash upon receipt of Invoice, no retainage to be held. Subject to credit approval. All monies not paid when due shall bear interest at the maximum rate allowed by law at the place of the project and any cost incurred in collection said monies, including Attorney fees and court cost will be due under this contract.

ESTIMATE EXPIRATION: THIS PROPOSAL IS VALID FOR 45 DAYS

NOTES:

- * EXISTING CRACKS MAY REFLECT THROUGH NEW ASPHALT
- * VARIATIONS IN TEXTURE TO BE EXPECTED DUE TO MACHINE, TYPE OF MATERIAL AND HAND WORK
- * DENSITY AND THICKNESS CAN VARY DUE TO THE LEVEL AND CONDITION OF THE EXISTING CONDITIONS

*** SCUFFING AND SCARING OF ASPHALT IS COMMON DURING THE CURING PROCESS WHICH IS TYPICALLY 1 YEAR MOST PREVELANT IN THE HOTTER MONTHS OF THE YEAR**

PROPOSED BY:
PAQCO, INC.

ACCEPTED BY:

DATE

DATE

EXHIBIT C: PROJECT MILESTONE CHART

<u>Milestone</u>	<u>Anticipated Dates</u>
Lake County BCC to approve Sub-Recipient Agreement	December 19, 2023
Project Start Date	January 1, 2024
Project Completion Date	September 30, 2024

EXHIBIT D: BUDGET**City of Leesburg – Mispah Simmons Parking Lots Resurfacing Project**

LINE ITEM BUDGET FORM – CONSTRUCTION/ACQUISITION PROJECTS		
Name of Applicant:	City of Leesburg	Project Name: Mispah Simmons Apartments Parking Lots Project
Instructions: Please use the following format to present your proposed line item budget. In Column A, list the items for which you anticipate the need for CDBG funds. In Column B, provide the calculation explaining how you arrived at the estimated cost of the line item. In Column C, provide the projected request for CDBG funds. On the Budget Narrative Attachment provide a description of other funds and volunteer and donated services/resources to be used in the project.		
A Budget Item	B Calculation	C CDBG Request
DETAIL SCOPE OF WORK AND COST ESTIMATE FOR EACH ITEM		
Demolish existing concrete parking lots and		\$104,750.00
replace with asphalt parking lots		
BUDGET TOTAL		\$104,750.00

EXHIBIT D: REIMBURSEMENT REQUEST FOR CDBG FUNDS

REIMBURSEMENT REQUEST FOR CDBG FUNDS

PROJECT NAME: Mispah-Simmons Apartments Parking Lots Project

SUBRECIPIENT: **City of Leesburg / Carver Heights/Montclair Area CRA**

PAYROLL (Must have authorized timesheets and payroll information): \$_____

INVOICES (Attach all relevant invoices and copies of disbursed checks): \$_____

EQUIPMENT (Office, etc., along with procurement information): \$_____

OTHER CONTRACTS (Provide copies of contracts using CDBG funds): \$_____

REIMBURSEMENT REQUEST TOTAL: \$_____

Authorized Signature

Date

=====

For CDBG Use Only

ACCOUNT NUMBER:

SUBJECT TO PROGRAM INCOME

YES_____ NO_____

SPVR. SIGNATURE / DATE

REVIEWED BY CDBG PROGRAM

SIGNATURE / DATE

APPROVED H & CS DIRECTOR

NOTES: _____

**EXHIBIT F:
DECLARATION OF COVENANTS AND RESTRICTIONS**

Prepared by and return to:
Melanie Marsh, County Attorney (mw)
Lake County Attorney's Office
P. O. Box 7800
Tavares, Florida 32778

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS Declaration of Covenants and Restrictions (the "Declaration") is dated _____, 2023, and is made by **Community Redevelopment Agency for the Carver Heights/Montclair Area**, a municipal agency created by the City of Leesburg under Chapter 163, Part III, Florida Statutes, and Section 2-167 Leesburg Code of Ordinances (hereinafter the "Owner" or "Subrecipient"), whose address is Post Office Box 490630, 501 West Meadow Street, Leesburg, Florida 34749-0630, in favor of **Lake County**, a political subdivision of the State of Florida (the "County"), whose address is Post Office Box 7800, 315 West Main Street, Tavares, Florida 32778.

RECITALS:

I. Owner owns real property generally located at 2212 Mispah Avenue, Leesburg, Florida 34748 and 2213 Simmons Avenue, Leesburg, Florida 34748, described in **Exhibit A**, attached hereto and made a part hereof (the "Property").

II. The County entered into a Community Development Block Grant (CDBG) Program Subrecipient Agreement with the Owner (the "Subrecipient") for the purpose of resurfacing the parking lot on the Property pursuant to that certain Subrecipient Agreement (the "CDBG Partnership Agreement").

III. As a condition of the County's award of grant funds to the Subrecipients, Owner has agreed to cause certain covenants and restrictions to be placed on the Property pursuant to the CDBG Partnership Agreement.

NOW, THEREFORE, Owner, in consideration of the premises stated herein and the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged by Owner, agrees as follows:

1. The foregoing recitals are true and correct and incorporated herein.
2. The following requirements required by the CDBG Partnership Agreement shall be covenants that shall touch and concern the Property and shall be deemed covenants running with the land:
 - a. The standards described in this section apply to real property within the Owner's control which was acquired or improved in whole or in part using CDBG funds in excess of \$25,000. These standards shall apply from the date of this Declaration until seven (7) years after closeout of the CDBG entitlement Owner's participation in the entitlement CDBG program or until five (5) years after the close out of the grant from which the assistance to the Property was provided, whichever is greater.
 - b. The Owner may not change the use or planned use of any such Property (including the beneficiaries of such use) from that for which the funds were made under the CDBG Partnership

Agreement unless the Owner provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change, and the new use of such Property qualifies as meeting one of the national objectives in §570.208 (formerly §570.901) and is not a building for the general conduct of government.

c. If the Owner determines, after consultation with affected citizens, that it is appropriate to change the use of the Property to a use which does not qualify under this section, it may retain or dispose of the Property for the changed use if the Owner's CDBG program is reimbursed in the amount of the current fair market value of the Property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the Property.

d. If the change of use occurs after closeout, the provisions governing income from the disposition of the real property in §570.504(b)(4) or (5), as applicable, shall apply to the use of funds reimbursed.

e. Following the reimbursement of the CDBG program in accordance with paragraph (b) of this section, the Property no longer will be subject to any CDBG requirements.

3. This requirement shall remain in effect for the term stated herein irrespective of the sale, conveyance, or other transfer of the Property, and all parties having any right, title or interest in the Property for a period not less than seven (7) years from the date of this executed Agreement. Notwithstanding the foregoing, however, upon foreclosure by a lender or other transfer in lieu of foreclosure, the CDBG period shall be terminated if such foreclosure or other transfer recognizes any contractual or legal rights of public agencies, non-profit sponsors, or others to take actions that would avoid the termination of CDBG requirements; and further provided that the CDBG restrictions shall be revived according to the terms hereof if, during the original CDBG period, the Owner of record before the foreclosure or other transfer, or any entity that includes such former owner or those with whom such former owner has or had family or business ties, obtains an ownership interest in any of the Property.

IN WITNESS WHEREOF, the parties hereto duly execute this Contract as of the day and year first written above.

Owner:

**COMMUNITY REDEVELOPMENT AGENCY
FOR THE CARVER HEIGHTS/MONTCLAIR
AREA**

ATTEST:

Andi Purvis, City Clerk

James A. Burry, Jr., Mayor

This _____ day of _____, 2023.

Approved as to Form and Legality:

Grant Watson
City Attorney

EXHIBIT A

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1. The foregoing recitals are true and correct and incorporated herein.
2. The following requirements required by the CDBG Partnership Agreement shall be covenants that shall touch and concern the Property and shall be deemed covenants running with the land:
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IN WITNESS WHEREOF, the parties hereto duly execute this Contract as of the day and year first written above.

Owner:

**COMMUNITY REDEVELOPMENT AGENCY
FOR THE CARVER HEIGHTS/MONTCLAIR
AREA**

ATTEST:

Andi Purvis, City Clerk

James A. Burry, Jr., Mayor

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Approved as to Form and Legality:

Grant Watson
City Attorney

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Parcel ID No.: 2219240002-000-04600

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: December 11, 2023

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 a Community Development Block Grant (CDBG) Program Subrecipient Agreement between Lake County, Florida, and the City of Leesburg for the Mispah-Simmons Apartment Complex Fence Replacement project CDBG FY 2023-2024; as described in the agreement; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution authorizing the Mayor and City Clerk to execute the Community Development Block Grant (CDBG) Agreement between Lake County, Florida and The City of Leesburg for the Mispah-Simmons Apartment Complex Fence Replacement Project CDBG FY 2023-2024.

Analysis:

The City of Leesburg is accepting the Community Development Block Grant (CDBG) Agreement between Lake County, Florida and The City of Leesburg for the Mispah-Simmons Apartment Complex Fence Replacement Project CDBG FY 2023-2024, as described in the agreement.

Procurement Analysis:

N/A

Options:

1. Adopt the Resolution authorizing approval of the Community Development Block Grant (CDBG) Agreement between Lake County, Florida and The City of Leesburg for the Mispah-Simmons Apartment Complex Fence Replacement Project CDBG FY 2023-2024; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

A budget adjustment will be necessary to add this additional funding, not to exceed \$59,682.00 to the current Carver Heights fund budget.

Account No. 017-0000-331-5600

Project No. 170001

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM SUBRECIPIENT AGREEMENT BETWEEN LAKE COUNTY, FLORIDA, AND THE CITY OF LEESBURG FOR THE MISPAH-SIMMONS APARTMENT COMPLEX FENCE REPLACEMENT PROJECT CDBG FY 2023-2024; AS DESCRIBED IN THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City of Leesburg hereby authorizes the Mayor and City Clerk to execute the Community Development Block Grant (CDBG) Agreement between Lake County, Florida and The City of Leesburg for the Mispah-Simmons Apartment Complex Fence Replacement Project CDBG FY 2023-2024, as described in the 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 on the 11th day of December 2023.

Mayor

ATTEST:

City Clerk

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM SUBRECIPIENT
AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, AND THE CITY OF LEESBURG FOR THE
MISPAH-SIMMONS APARTMENT COMPLEX FENCE REPLACEMENT PROJECT
CDBG FY 2023-2024**

This Agreement is between **Lake County, Florida**, a political subdivision of the State of Florida (the “**County**” or “**Grantor**”), by and through its Board of County Commissioners, and the parties listed below (collectively the “**Subrecipient**”):

Agency: **City of Leesburg**, a municipal corporation organized under the laws of the State of Florida (hereinafter the “Agency”)

Property Owner: **Community Redevelopment Agency for the Carver Heights/Montclair Area**, a municipal agency created by the City of Leesburg under Chapter 163, Part III, Florida Statutes, and Section 2-167 Leesburg Code of Ordinances (hereinafter the “Property Owner”)

WHEREAS, the County applied for and has been awarded a Community Development Block Grant (CDBG) from the United States Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383, which provides for the development, establishment, and administration of projects to benefit low- and moderate-income families, aid in elimination of slums or blight, and to meet urgent community development needs according to HUD regulations; and

WHEREAS, said CDBG allows the County to develop partnerships with other governmental agencies and non-profit corporations to administer and implement projects that are eligible for CDBG funding; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD), as the Federal Awarding Agency of CDBG funds, has provided eligible uses of CDBG funds in 24 C.F.R. § 570.208; and

WHEREAS, the Property Owner owns the real property upon which the improvements will be constructed, and consents to the construction of above-referenced Project; and

WHEREAS, the Agency and Property Owner have agreed to work jointly as the Subrecipient to use a share of the FY 2023-2024 CDBG entitlement for the purpose of funding the replacement of the existing fencing at the Mispah-Simmons Apartments (hereinafter the “Project”); and

WHEREAS, the County has initially determined that the proposed activity meets the CDBG eligibility criteria for the benefit of low- and moderate-income persons and persons with disabilities; and

WHEREAS, the Subrecipient has agreed to implement the above referenced Project; and

NOW THEREFORE, in consideration of the mutual premises and covenants set forth in this Agreement, and intending to be legally bound, the parties agree as follows:

I. LEGISLATIVE FINDING OF FACT

A. The foregoing recitals are hereby adopted as legislative findings and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

II. SCOPE OF SERVICES

A. General Project Information

Project Name: Mispah-Simmons Apartments, Replacement of an Existing Fence (hereinafter, "CDBG Project").
Project Address: 2212 Mispah Avenue and 2213 Simmons Avenue, Leesburg, Florida 34748 (Alternate Key # 1174783 & 1700329)
Legal Description: See Attached **Exhibit A**.
Funding Amount: **Not to Exceed \$59,682.00**

B. Description of Activities

1. The Subrecipient will be responsible for administering the CDBG Project for Fiscal Year 2023-2024 in a manner satisfactory to the County and consistent with any standards required as a condition of providing these funds.

2. The CDBG Project will include the following activities eligible under the CDBG Program:

The Project will consist of the replacement of the existing fence at the Mispah-Simmons Apartments as described by Subrecipient in their Application, attached hereto and incorporated herein as **Exhibit B**.

3. For the purposes of this Agreement, the County is a pass-through entity of a federal award and the Subrecipient is a subrecipient of CDBG funds from HUD, the Federal Awarding Agency.

4. The Subrecipient will comply with the requirements of the Federal Awarding Agency, the County, and CDBG funding related provisions. Funds shall be expended solely for the purposes provided to the County through Subrecipient's application for funding.

5. Subrecipient shall comply with 2 C.F.R. Part 200 (the "Uniform Guidance") and the reporting requirements of HUD.

C. National Objectives

1. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 C.F.R. 570.208.

2. The Subrecipient certifies that the activities carried out with the funds provided under this Agreement will meet one or more of the following CDBG National Objectives, as described in the Subrecipient's Application, attached hereto as **Exhibit B**.

D. Goals & Performance Measures

1. The Subrecipient agrees to complete the CDBG Project as described in Subrecipient's Application for funds as provided herein.

E. Performance Monitoring

1. In order to monitor the implementation of the Project, Subrecipient must complete and submit the Project Milestone Chart included in **Exhibit C**, to the County by the tenth (10th) day of each month.

2. The County reserves the right to request additional documentation from Subrecipient demonstrating Subrecipients performance under this Agreement.

III. TIME OF PERFORMANCE

1. This Agreement shall be effective upon the date of the last party to sign (the "Effective Date") and will remain in effect through for eighteen (18) months following approval.

2. Subrecipient shall commence the CDBG Project immediately following the Effective Date. The CDBG Project shall be completed within eighteen (18) months from the Effective Date of this Agreement.

3. The terms of this Agreement and the provisions herein shall be extended to cover any additional time during which the Subrecipient remains in control of CDBG funds or other assets, including program income.

IV. BUDGET

1. The CDBG Project budget provided by Subrecipient is attached hereto and incorporated herein as **Exhibit D**. The County may require Subrecipient to provide a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County.

2. Any indirect costs charged must be consistent with the conditions of Paragraph VIII (D)(2) of this Agreement.

V. PAYMENT

1. It is expressly agreed and understood that the total amount to be paid by County to Subrecipient of FY 2023-2024 CDBG funds under this Agreement **shall not exceed Fifty-Nine Thousand Six Hundred Eighty-Two Dollars and XX/100 (\$59,682.00)**. If any portion of the Subrecipient's project is determined to be an ineligible expenditure, the funds must be repaid to the County.

2. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in **Exhibit E** and in accordance with performance. Expenses for general project delivery shall also be paid against the line-item budgets specified in **Exhibit E** and in accordance with performance.

3. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 Part C.F.R. 200.

VI. NOTICES

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

COUNTY

Lake County
Office of Housing & Community Services
Attn: Director,
Post Office Box 7800
2008 Classique Lane
Tavares, Florida 32778-7800

SUBRECIPIENT

City of Leesburg
Carver Heights/Montclair Area CRA
Attn: Al Minner, City Manager
501 W. Meadow Street
P.O. Box 490630
Leesburg, FL 34749-0630

With a copy to:

Lake County Administration Building
Attn: County Attorney
315 West Main Street, Suite 335
Post Office Box 7800
Tavares, Florida 32778-7800

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

VII. GENERAL CONDITIONS

A. Registration in "SAM." Subrecipient shall register with the System for Award Management ("SAM") (<https://www.sam.gov>) pursuant to 2 C.F.R. part 25. Subrecipient shall provide registration information to County prior to receiving funds under this Agreement.

B. Reporting Subaward and Executive Compensation Information. Subrecipient must comply with the Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109-282, as amended) and the reporting requirements found in 2 C.F.R. part 170 regarding the reporting of subaward and executive compensation. This information must be provided to County upon request for compliance with reporting requirements under the federal award.

C. Program Fraud and False or Fraudulent Statements or Related Acts. The Subrecipient acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Subrecipient's actions pertaining to this Agreement.

D. Federal Participation. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this Agreement.

E. Seal, Logos and Flags. The Subrecipient shall not use HUD's seal(s), logos, crests or reproductions of flags or likenesses of agency officials without specific HUD pre-approval.

F. General Compliance. The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the HUD regulations concerning CDBG). The Subrecipient also agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies

governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

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

H. Indemnification. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing herein shall constitute a waiver by either party of sovereign immunity or statutory limitations on liability beyond the limited waiver provided for in section 768.28, F.S., as amended.

I. Insurance and Bonding. The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the County; at a minimum the Subrecipient shall:

1. The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200, Bonding and Insurance.

2. Subrecipient shall purchase and maintain at all times during the term of this Agreement, without cost or expense to the Grantor, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the Grantor, insuring the Subrecipient against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and obligations of the Subrecipient under the terms and provisions of this Agreement. An original certificate of insurance, indicating that the Subrecipient has coverage in accordance with the requirements of this section, must be furnished by Subrecipient to the County’s Project Manager and Procurement Services Director within five (5) working days of such request and must be received and accepted by the Grantor prior to Agreement execution and before any work begins.

3. The parties agree that the policies of insurance and confirming certificates of insurance must insure Subrecipient in accordance with the following minimum limits:

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

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

4. **Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners**, must be named as an additional insured as their interests may appear on all applicable policies.

5. Subrecipient must provide written notice to Grantor within thirty (30) days of any change, cancellation, or nonrenewal of required insurance coverage.

6. Subrecipient must provide a copy to the Grantor of all policy endorsements, reflecting the required coverage, with Grantor listed as an additional insured along with all required provisions to include waiver of subrogation. A certificate of insurance will not be accepted in lieu of the policy endorsements.

7. Certificates of insurance must evidence a waiver of subrogation in favor of the Grantor, that coverage must be primary and non-contributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the Grantor.

8. Certificate holder must be:
LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND
THE BOARD OF COUNTY COMMISSIONERS
P.O. BOX 7800
TAVARES, FLORIDA 32778-7800

9. All self-insured retentions must appear on the certificates and will be subject to approval by the Grantor. At the option of the Grantor, the insurer must reduce or eliminate such self-insured retentions, or Subrecipient will be required to procure a bond guaranteeing payment of losses and related claims expenses.

10. The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

11. The Grantor will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of Subrecipient and subcontractor providing such insurance.

12. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Agreement for default.

13. Neither approval by the Grantor of any insurance supplied by Subrecipient nor a failure to disapprove that insurance, will relieve Subrecipient of full responsibility of liability, damages, and accidents as set forth in this Agreement.

J. Project Publicity. The Subrecipient shall recognize the County for its contribution in promotional material and at any events or workshops for which funds from this Agreement are allocated. Any news release or other type of publicity pertaining to the scope of work performed pursuant to this Agreement must recognize the County as a sponsor, funded by the County. In written materials, any reference to the County must appear in the same size letters and font type as the name of any other funding sources. The Subrecipient shall receive prior written approval from the Director of the Office of Communications to use the County's Logo or Seal. The Subrecipient shall in no way use any statements, whether written or oral, made by the County's employees to market, sell, promote, or highlight the Subrecipient, the Subrecipient's product(s) and service(s) unless authorized to do so, in writing, by the County Manager or their designee.

In addition, the Subrecipient shall not use subjective or perceived interpretations, even if factual, regarding the County's opinion of the Subrecipient's performance, product(s) and service(s) in any document, article, publication, or press release designed to market, promote, or highlight the Subrecipient or the Subrecipient's product(s) and service(s). This does not prevent the Subrecipient from including the County as a reference.

K. Amendments or Modifications

1. Any program modification requested by Subrecipient must be requested at least ninety (90) days prior to the end of the term of this Subrecipient Agreement. No modification or amendment to this Subrecipient Agreement will be binding on either party unless in writing and signed by both parties.

2. In the event that the County's Board of County Commissioners approves any modification, amendment, or alteration to the funding allocation, Subrecipient will be notified in writing and such notification will constitute an official amendment.

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

L. Suspension or Termination

1. In accordance with 2 C.F.R. Part 200, Subpart D, §§ 200.339 – 200.343, suspension or termination may occur if the Subrecipient materially fails to comply with any term of the award; the award may also be terminated for convenience.

2. Termination Due to Unavailability of Funding. When grant funds or other funds are not appropriated or otherwise made available to support this Agreement in whole or in part, the County shall notify the Subrecipient of such occurrence and the County may terminate this Agreement without penalty or expense to the County, upon no less than twenty-four (24) hours written notice to the Subrecipient.

3. Partial Termination. Partial termination of the Scope of Service may only be undertaken with the prior approval of the County. In the event of a partial termination, if the County determines that reduced or modified Scope of Services will not meet the requirements of the Federal Awarding Agency, the County reserves the right to terminate this Agreement in its entirety.

4. Termination for Cause. The County may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient breaches or materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein.

a. A default shall consist of any use of Grant Funds for a purpose other than as authorized by this Agreement, noncompliance with any provision herein, any material breach of the Agreement, failure to comply with the audit requirements as provided herein, or failure to expend Grant Funds in a timely or proper manner. Upon the occurrence of any such default the County shall serve due notice to the Subrecipient, at which time the Subrecipient shall have a reasonable opportunity to respond and cure. For purposes of this Agreement, a reasonable opportunity to respond and cure any default shall be ten (10) days (in the case of monetary defaults) or thirty (30) days (in the case of non-monetary defaults) from the date the County delivers by personal service or mails written notice of such default to the Subrecipient, hereinafter referred to

as the “Cure Period.” If the default is not cured to the satisfaction of the County, the County shall have the right, in its sole discretion, to take the following action(s):

- i. Upon a written request from Subrecipient setting forth a reasonable basis to support the need for an additional Cure Period, the County may grant an additional Cure Period by written acknowledgment thereof; or
- ii. Terminate this Agreement by written notice thereof; or
- iii. Take such other action, including, but not limited to, requiring additional conditions as provided for in 24 C.F.R. § 200.208; temporarily withholding cash payments pending correction of the deficiency by the Subrecipient; disallow all or part of the cost of the activity or action not in compliance; wholly or partly suspend or terminate the current award for the Project; withhold further awards for the Project; declare the Subrecipient ineligible for any further participation in the County’s contracts; or take other remedies that may be legally available.
- iv. If the County terminates this Agreement for cause, Subrecipient shall return all unused funding provided to Subrecipient under this Agreement by the County.

5. Costs Not Allowed After Default. Costs resulting from obligations incurred by the Subrecipient during a suspension or after termination of an award are not allowable unless the County expressly authorizes them in the notice of suspension or termination or subsequently. Other Subrecipient costs during suspension or after termination, which are necessary and not reasonably avoidable, are allowed if:

- a. The costs result from obligations which were properly incurred by the Subrecipient before the effective date of suspension or termination, and are not in anticipation of it, and, in the case of a termination, are noncancelable; and
- b. The costs would be allowed if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

6. No delay or omission by County or state in exercising any right or remedy available to it under the Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Subrecipient default.

7. Nothing contained herein shall be construed as a limitation on such other rights and remedies available to the parties under law or in equity which may now or in the future be applicable.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Federal Grant Administration Requirements. Subrecipient shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 (“Uniform Guidance” or “UG”), as adopted by the Federal Awarding Agency at 2 C.F.R. § 570.502. These requirements dictate how Subrecipient must administer the subaward and how County must oversee Subrecipient.

B. Financial Management

1. Accounting Standards. The Subrecipient agrees to comply with 2 C.F.R. § 200.302 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Internal Controls. The Subrecipient agrees to comply with 2 C.F.R. § 200.303 and maintain effective internal controls over the funds awarded herein.

3. Cost Principles. The Subrecipient shall administer its program in conformance with 2 C.F.R. Part 200, Subpart E, “Cost Principles.” These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

C. Documentation and Record-Keeping

1. Records to be maintained. The Subrecipient shall maintain all records required by the Federal Awarding Agency, as specified in 24 C.F.R. § 570.506, that are pertinent to the activities to be funded under this Agreement. Such records include but are not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 C.F.R. § 570.502, and 2 C.F.R. Part 200, Subpart D; and
- g. Other records necessary to document compliance with Subpart K of 24 C.F.R. 570.

2. Retention. The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years from the date of submission of the final expenditure report for activities funded hereunder. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after the person has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiation, or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

3. Client Data. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level, race, sex, age, head of household, family size, or other basis for determining eligibility, and description of

services provided. Such information shall be made available to County, County's monitors (HUD), or their designees for review upon request.

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

5. Property Records. The Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 C.F.R. § 570.503(b)(2), as applicable.

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

7. Audit & Inspection of Records.

a. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, the Federal Awarding Agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantor or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

b. Payments under this Agreement are federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507), the related provisions of the Uniform Guidance, and an annual audit. The Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R. Part 200 and the related provisions of the Uniform Guidance, if it expends \$750,000 or more in federal awards from all sources during its fiscal year. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning Subrecipient audits and, as applicable, 2 C.F.R. Part 200 subpart F.

c. In the event the audit or the audited financial statements show that the funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this Agreement, the Subrecipient shall be held liable for reimbursement to the County for all funds not expended in accordance with the applicable regulations and agreement provisions within thirty (30) days after the County has notified the Subrecipient of such non-compliance. Said reimbursement shall not preclude the County from taking any other action as provided in this Agreement or as allowed by applicable law.

d. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the termination of this Agreement and withholding of future payments.

8. This Section shall survive the expiration or earlier termination of this Agreement.

D. Reporting and Payment Procedures

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

2. Indirect costs. If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the County for approval, in a form specified by the County. The indirect cost allocation method shall comply with 2 C.F.R. Part 200, Appendix IV, *Indirect (F&A) Costs Identification and Assignment*, and *Rate Determination for Nonprofit Organizations* or 2 C.F.R. Part 200, Appendix V, *State/Local Governmentwide Central Service Cost Allocation Plans*, as applicable.

3. Payment Procedure. The Grantor will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with Subrecipient's approved budget and County payment policies. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantor in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the County reserves the right to liquidate funds available under this Agreement for costs incurred by the County on behalf of the Subrecipient. Payments will be made in accordance with Part VII, Chapter 218, Florida Statutes, known as the Local Government Prompt Payment Act.

4. Progress Report. The Subrecipient also shall submit Quarterly Progress Reports to the County on the Project accomplishments.

E. Procurement

1. Subrecipient is responsible for ensuring that any procurement using CDBG funds, or payments under procurement contracts using such funds, are consistent with the procurement standards set forth in the Uniform Guidance at 2 C.F.R. §§ 200.318-200.327 ("Procurement Standards"), and Appendix II to Part 200, as applicable, as well as any additional directives or guidance issued by or relevant to the Federal Awarding Agency. The Uniform Guidance can be found at the following link: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>.

2. By executing this Agreement, the Subrecipient hereby certifies that it has and maintains written purchasing procedures in compliance with 2 C.F.R. §§ 200.318-200.327 ("Procurement Standards") and will use such procedures when expending CDBG Funds under this Agreement; and it shall retain copies of all Subaward-related procurement contracts, subcontracts, sub-recipient agreement, subaward documentation, and documentation of compliance with the procurement requirements of this Agreement and as further detailed in 2 C.F.R. Part 200, Subpart D ("Post Federal Award Requirements") and Subpart E ("Cost Principles").

3. Subrecipient shall comply with current Grantor policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by

such policy as may be procured with funds provided herein. All program assets (unexplained program income, property, equipment, etc.) shall revert to the Grantor upon termination of this Agreement.

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

e. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the U.S. Department of Commerce Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned companies and women's business enterprises.

9. The type of procuring instruments used (e.g., fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be determined by the Subrecipient but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of contracting shall not be used.

10. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and condition of the proposed procurement. Consideration shall be given to such matters as contractor integrity; compliance with public policy, including, where applicable, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u); record of past performance; financial and technical resources or accessibility to other necessary resources.

11. **Suspension and Debarment.** A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared negligible under statutory or regulatory authority other than Executive Order 12549.

12. Subrecipients shall, on request, make available for the Federal awarding agency and the Grantor, pre-award review and procurement documents, such as requests for proposals or invitation for bids, independent cost estimates, etc., when any of the following conditions apply:

a. A Subrecipient's procurement procedures or operation fails to comply with the procurement standards in HUD's implementation of 2 C.F.R. Part 200 Subpart D.

b. The procurement is expected to exceed \$10,000 or the small purchase threshold fixed at 41 U.S.C. 403 (11), whichever is greater, and is to be awarded without competition or only one bid or offer is received in response to a solicitation.

c. The procurement, which is expected to exceed the small purchase threshold, specifies a "brand name" product.

d. The proposed award over the small purchase threshold is to be awarded to other than the apparent low bidder under sealed bid procurement.

e. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the small purchase threshold.

13. Subrecipient shall comply with 2 C.F.R. 200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where

the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. Travel. The Subrecipient shall obtain written approval from the County for any travel outside the State of Florida with funds provided under this Agreement.

15. Domestic Preference for Procurements. As appropriate and to the extent consistent with law, Subrecipient should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. If funding provided under this Agreement is used for infrastructure projects, Subrecipient must comply with the Build America, Buy America Act (BABA) Buy America preferences set forth in 2 C.F.R. Part 184. For additional information see HUD Notice CPD-2023-12 and OMB Guidance Memorandum M-24-02).

16. Contract Provisions. Any contracts entered into by Subrecipient must contain the applicable provisions in Appendix II to 2 C.F.R. Part 200.

F. Use and Reversion of Assets. The use and disposition of real property and equipment under this Agreement must be in compliance with the requirements of 2 C.F.R. Part 200 and 24 C.F.R. §§ 570.502, 570.503, and 570.504, as applicable, which include but are not limited to, the following:

1. Subrecipient shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.

2. Real property under the Subrecipient’s control that was acquired or improved, in whole or in part, with funds under this Subrecipient Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 C.F.R. § 570.208 for five (5) years after the expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditure of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute Program Income to the County. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five (5) year period.

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

4. The Subrecipient shall maintain an inventory of all assets purchased or acquired in whole or in part with the Subaward that are tangible, non-expendable, have a value of at least \$5,000 (Five Thousand Dollars), and have a life expectancy of at least one (1) year. This inventory shall be made available to the County at any time, upon request, during the term of this Agreement and shall contain a description, serial number and quantity of each asset, verification of the existence and continued use of the asset and, if applicable, the continued need for such asset.

5. The Subrecipient assumes sole responsibility for insuring and assumes all risk of damage or loss to all assets in its care, custody, or control purchased or acquired with any portion of the Subaward and shall report lost or stolen assets immediately to the County. The Subrecipient shall also report stolen assets to the local law enforcement agency and submit a copy of the associated police report to the County. Upon receipt or return of the asset, the Subrecipient shall submit a report to the County listing the item received or returned as well as a description, serial number, and quantity.

IX. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance. The Subrecipient agrees to comply with the laws of the State of Florida and with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d et seq.); The Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended 42 U.S.C. §§ 3601 et seq.; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.); the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.); Executive Order 11063; and Executive Order 11246, as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination. The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, or marital/familial status with regard to public assistance. The Subrecipient will take affirmative actions to ensure that all employment and contracting practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.

3. Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 C.F.R. §§ 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the County and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

4. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the handicapped in any Federal assisted program. The Grantor shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

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

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

- a. An alien lawfully admitted for permanent residence as an immigrant, excluding, among others, alien visitors, tourists, diplomats, and students who enter the United States temporarily with no intention of abandoning their residence in a foreign country;
- b. An alien who is deemed to be lawfully admitted for permanent residence under the registry provisions of the Immigration and Nationality Act (INA);
- c. An alien who has qualified as a refugee or asylee;
- d. An alien who is lawfully present in the United States as a result of an exercise of the Attorney General's parole authority;
- e. An alien within the United States as to whom the Attorney General has withheld deportation on the basis of prospective persecution; or
- f. An alien lawfully admitted for temporary or permanent residence under Section 245A of the Immigration and Nationality Act

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

B. Equal Employment Opportunity. During the performance of this Agreement, the Subrecipient agrees as follows:

1. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in

conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subrecipient's legal duty to furnish information.

4. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Subrecipient's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Subrecipient will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States. The Subrecipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the Subrecipient so participating is a State or local government, the

above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The Subrecipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Subrecipient or subcontractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Subrecipients and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Subrecipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

C. Affirmative Action. Requirements for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246).

1. Approved Plan. The Subrecipient agrees that it shall be committed to carry out, pursuant to HUD or County specifications, an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The CONTRACTOR's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth therein. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. WBE/MBE. The Subrecipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one percent (51%) owned and controlled by a minority group or women. For the purpose of this definition, "minority group members" Minority" includes: Black (all persons having origins in any of the Black African racial groups not of Hispanic origin); Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race); (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, and the Indian Subcontinent, or the Pacific Islands); and (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable affiliations through membership and participation or community identification).

3. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

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

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

D. Employment Restrictions

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

2. Labor Standards:

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

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

c. The Subrecipient shall be prohibited from the use of debarred, suspended or ineligible contractors or subcontractors. The requirements set forth in 24 C.F.R. part 5 applies to this program.

3. "Section 3" Clause:

a. Compliance: Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance under this Agreement and binding upon the Grantor, the Subrecipient and any of the Subrecipient's sub recipients and subcontractors. Failure to fulfil these requirements shall subject the Grantor, the Subrecipient and any of the Sub- Recipient's sub recipients and subcontractors, their successors, and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.”

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

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

b. Notifications: The Subrecipient agrees to post copies of a notice advising workers of the Contractor’s commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. Said notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

c. Subcontracts: The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

d. Compliance with Grantor’s Section 3 Plan (Public Facility projects over \$200,000): The Subrecipient agrees to comply with the provisions of the Section 3 Plan.

E. Conduct

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

2. Subcontracts:

a. Approvals: The Subrecipient shall not enter into any subcontracts with any agency or individuals in the performance of this Agreement without the written consent of the Grantor prior to the execution of such Agreement.

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

c. Content: The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process: The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantor along with documentation concerning the selection process.

3. Hatch Act: The Subrecipient agrees that no fund provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code.

4. Conflict of Interest: The Subrecipient agrees to abide by the provisions of 24 C.F.R. 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of the Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflicts of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantor, or of any designated public agencies or sub recipients which are receiving funds under the CDBG Entitlement programs.

5. Lobbying: The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee or an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative contract.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative contract, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instruction.

c. It will require that the language of paragraph (d) of this section be included in the award documents of all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative contracts) and that all sub recipients shall certify and disclose accordingly.

d. Lobbying Certification: This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

e. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

6. Rights to Inventions Made under Contract or Agreement. If the Federal award meets the definition of “funding contract” under 37 C.F.R. §401.2 (a) and the Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding contract,” the Subrecipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts,” and any implementing regulations issued by the awarding agency.

7. Religious Organization. The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR § 570.200(j), such as worship, religious instruction, or proselytization. This provision does not prevent or limit faith-based organizations from participating in HUD programs and activities, as provided for in 2 C.F.R. § 5.109.

F. Code of Conduct

1. The Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest is involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the company selected for an award.

2. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts. However, Subrecipient may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.

X. ENVIRONMENTAL CONDITIONS

A. The Subrecipient shall carry out the Project in compliance with all Federal laws and regulations, except that the Subrecipient does not assume the County's environmental responsibilities described in 24 C.F.R. 570.604, if any, and the Subrecipient does not assume the County's responsibility for initiating the review process under the provisions of 24 C.F.R. part 58.

B. Clean Air and Clean Water Acts.

1. Clean Air Act. This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 15, as amended from time to time.

The Subrecipient and any of its contractors or subcontractors, for work funded under the Agreement which is in excess of one-hundred thousand (\$100,000) dollars agree to the following requirements:

a. A stipulation by the Subrecipient and any of its contractors or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15.20.

b. Agreement by the Subrecipient and any of its contractors or subcontractors to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857c-8) and (33 U.S.C. 1318) relating to the inspection, monitoring, entry reports and information as well as all other requirements specified in said Section 114 and Section 308, and all regulations, and guidelines issued thereunder.

c. A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

d. Agreement by the Subrecipient and any of its contractors or subcontractors that he/she will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt contract or subcontract and requiring that the Subrecipient or any of its contractors or subcontractors will take such action as the Government may direct as a means of enforcing such provision.

2. Federal Water Pollution Control Act. The Subrecipient and any of its contractors or subcontractors shall comply with all applicable standards, orders, and regulations issued pursuant to the Federal Water Pollution Control Act, 33 U.S.C., Section 1251, et seq. The Subrecipient shall report each violation to the County, which will report each violation as required to HUD and the appropriate EPA Regional Office. The Subrecipient shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by HUD under this Agreement.

3. In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

C. Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified

by FEMA as having special flood hazards, flood insurance under the national Flood Insurance Program is obtained and maintained a condition of financial assistance for acquisition or construction purposes (including rehabilitation)

D. Lead Based Paint. The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead Based Paint Regulations at 24 C.F.R. 570.608 and 24 C.F.R. Part 35. Such regulations pertain to all HUD assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notifications shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability of blood lead level screening for children under seven (7). The notice should also point out that if lead-based paint is found on the property, abatement measures may be taken.

E. Historic Preservation. The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 C.F.R., Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older that are included on a Federal, State or local historic property list.

F. Architectural Barriers Act of 1968 and Americans with Disabilities Act. The Subrecipient agrees to comply with the requirements of the Architectural Barriers Act of 1968 and the Americans with Disabilities Act of 2008 in the design or alteration of any property improved with funds provided hereunder. These standards ensure accessibility to, and use by, physically handicapped people.

G. Executive Order 12373 – Interagency Review. The Subrecipient agrees to comply with E.O. 12373 Interagency Review which applies to the CDBG Program only when funds will be used for the planning or construction (reconstruction or installation) of water or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not include water and sewer lines connecting a structure to the lines in the public right-of-way or easement.

XI. GENERAL PROVISIONS

A. Assignment. Subrecipient shall not assign this Agreement or any part hereof without the prior written consent of the County.

B. Severability. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

C. Public Records. To the extent that Section 119.0701, Florida Statutes, applies to the Subrecipient, it shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records required by the Grantor to perform the Projects identified in this Agreement.

2. Upon request from the Grantor's custodian of public records, provide the Grantor with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Subrecipient does not transfer the records to the Grantor.

4. Upon completion of this Agreement, transfer, at no cost, to the Grantor all public records in possession of the Subrecipient to keep and maintain public records required by the Grantor to perform the Project. If Subrecipient transfers all public records to the Grantor upon completion of this Agreement, Subrecipient shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If Subrecipient keeps and maintains public records upon completion of this Agreement, Subrecipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Grantor, upon request from the Grantor's custodian of public records, in a format that is compatible with the information technology systems of the Grantor.

5. Failure to comply with this subsection will be deemed a breach of this Agreement and enforceable as set forth in Section 119.0701, Florida Statutes.

IF SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT LAKE COUNTY OFFICE OF HOUSING AND COMMUNITY SERVICES, 352-742-6540, P.O. BOX 7800, TAVARES, FL 32778-7800, OR VIA EMAIL AT CDBG@LAKECOUNTYFL.GOV.

6. Unless otherwise provided, Subrecipient shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies. If Subrecipient receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the Subrecipient shall continue to maintain all service records until final resolution of the dispute or litigation.

D. Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations under this Agreement, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

E. Discriminatory Vendor List. As provided by Section 287.134, Florida Statutes, a contractor who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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. By entering into this Agreement, Subrecipient affirms that Subrecipient is not on the Discriminatory Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Discriminatory Vendor List.

F. Antitrust Violator Vendor List. As provided by Section 287.137, Florida Statutes, a contractor who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Agreement, Subrecipient affirms that Subrecipient is not on the Antitrust Violator Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Antitrust Violator Vendor List.

G. Foreign gifts and contracts. Pursuant to Section 286.101, Florida Statutes, Subrecipient shall disclose to the County any current or prior interest of, any contract with, or any grant or gift received by a foreign country of concern if such interest, contract, or grant or gift (1) had a value of \$50,000 or more and (2) such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. Foreign country of concern is defined in Section 286.101(1)(b), Florida Statutes, as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. Subrecipient's disclosure must include the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. The County may request records relevant to a reasonable suspicion that a disclosure has not been made and the Subrecipient shall provide the required records within 30 days of the County making such request, or at a later time as agreed to by the Parties.

H. Contracting with foreign entities of concern. Pursuant to Section 287.138, Florida Statutes, for contracts where Subrecipient may have access to personal identifying information, Subrecipient certifies, under penalty of perjury, by entering this agreement that (1) Subrecipient is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a controlling interest in Subrecipient; and (3) Subrecipient is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this section, foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

I. Certification Regarding Scrutinized Companies. The Subrecipient hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Subrecipient understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Subrecipient further understands that any contract with the County for goods or services may be terminated at the option of the County if the Subrecipient is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

J. Sovereign Immunity. County expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of County beyond any statutory limited waiver of immunity or limits

of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against County, which would otherwise be barred under the law.

K. E-Verify. Subrecipient shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by Subrecipient during the term of this Agreement. Subrecipient shall include in all contracts with subcontractors performing work pursuant to any contract arising from this Agreement an express requirement that the subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors during the term of the Agreement.

L. Governing Law, Venue, and Waiver of Jury Trial. This Agreement is made under, and in all respects will be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement will lie solely in Lake County, Florida. SUBRECIPIENT HEREBY WAIVES ITS RIGHT TO A JURY TRIAL FOR ANY ACTION ARISING FROM THIS AGREEMENT.

M. Captions. The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions of this Agreement.

N. Binding Effect. This Agreement will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns.

O. No Waiver. The failure of any party at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision of this Agreement, nor in any way affect the validity of, or the right to enforce, each and every provision of this Agreement.

P. Restrictive Covenants. The Subrecipient as the Property Owner will execute and record a Declaration of Covenants and Restrictions in the public records of Lake County at Subrecipient's expense restricting the use of the real property described in **Exhibit A**, as outlined in this Agreement for a period of seven (7) years in a substantially similar form as set forth in **Exhibit F**. The Declaration of Covenants and Restrictions shall be fully executed and recorded within ten (10) days of the date this Agreement is fully executed.

Q. Merger and Modifications. This Agreement together with the attachments embody the entire agreement and understanding between the parties hereto and there are no other agreements or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. This Agreement may only be amended or extended by a written instrument executed by the County and the Subrecipient expressly for that purpose.

R. Scope of Agreement. This Agreement is intended by the parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this Agreement, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this Agreement will need to be added via written addendum, and pricing negotiated based on final specifications. This Agreement contains the following exhibits, all of which are incorporated into this Agreement:

Exhibit A.....Legal Description
 Exhibit B.....Subrecipient Application/Scope of Work
 Exhibit C.....Project Milestone Chart

Exhibit D.....Budget
Exhibit EReimbursement Request
Exhibit F:Declaration of Covenants and Restriction

IN WITNESS WHEREOF, the parties through their authorized representatives have signed this Agreement on the dates under each signature:

**BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA**

ATTEST:

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

Kirby Smith, Chairman

This _____ day of _____, 2023.

Approved as to form and legality:

Melanie Marsh, County Attorney

AGENCY:

CITY OF LEESBURG

ATTEST:

Andi Purvis, City Clerk

James A. Burry, Jr., Mayor

This _____ day of _____, 2023.

Approved as to Form and Legality:

Grant Watson
City Attorney

PROPERTY OWNER:

**COMMUNITY REDEVELOPMENT AGENCY
FOR THE CARVER HEIGHTS/MONTCLAIR
AREA**

ATTEST:

Andi Purvis, City Clerk

James A. Burry, Jr., Mayor

This _____ day of _____, 2023.

Approved as to Form and Legality:

Grant Watson
City Attorney

EXHIBIT A: LEGAL DESCRIPTION

Parcel I:

That part of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 22, Township 19 South, Range 24 East, Lake County, Florida, in the City of Leesburg, Florida, bounded and described as follows: From the Northeast corner of the Northwest $\frac{1}{4}$ of said Section 22, run West 1065 feet; thence South 891 feet to the Point of Beginning of this description: from said Point of Beginning, run North 226 feet; thence West 130 feet; thence South 226 feet; thence East 130 feet to the Point of Beginning, LESS that part thereof conveyed to the City of Leesburg by deed recorded in Official Records Book 892, Page 16, Public Records of Lake County, Florida.

Property Address: 2212 Mispah Street, Leesburg, Florida 34748

Parcel ID No. 2219240002-000-06500

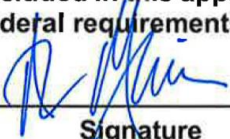
Parcel II:

The South 228 feet of the North 663 feet of the West 120 feet of the East 1185 feet of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 22, Township 19 South, Range 24 East, Lake County, Florida; LESS the North 17.5 feet for road right-of-way as shown on that deed recorded in Official Records Book 1006, Page 2470, Public Records of Lake County, Florida.

Property Address: 2213 Simmons Avenue, Leesburg, Florida 34748

Parcel ID No.: 2219240002-000-04600

EXHIBIT B: SUB-RECIPIENT APPLICATION/SCOPE OF WORK

APPLICANT INFORMATION AND PROJECT ABSTRACT			
1.	Project Name: Mispah Simmons Apartment Complex Fence Replacement		
2.	Title of CDBG Activity: Public Facilities		
3.	CDBG Funding Year: FY 2023-24		
4.	Name of Applicant (Municipality or Non-profit): City of Leesburg		
5.	Address: 501 W. Meadow Street P O Box 490630 Leesburg FL 34749-0630		
6.	Telephone: 352-728-9786 ext. 1100	7.	Facsimile: 352-728-9706
8.	Federal Tax ID No.: 59-6000362	8a.	DUNS No.: 113889752
8b.	Attach SAM.gov Proof of Registration and CAGE Number 3L2C7	8c.	Non-Profits: Attach: 501(c)(3) documentation and SAM registration
9.	Type of Organization: ☒ Municipality ☐ Non-profit		
10.	Name of Principal Contact Person: Al Minner		
11.	Title: City Manager	12.	Email address: Al.Minner@LeesburgFlorida.gov Telephone: 352-728-9786 ext. 1100
13.	Amount of CDBG funds requested: \$ 59,682.00		
14.	Funds committed from other sources: \$ 0.00		
15.	Total project cost (Line 13 + Line 14): \$ 59,682.00		
16.	Location of proposed project: (For purposes of GIS mapping, please provide a specific, US Post Office recognized address in or near the project site – i.e.: 132 Main St. Please do not provide a range or intersection) <u>2212 Mispah Avenue/2213 Simmons Avenue</u> <u>Leesburg FL 34748</u>		
17.	Attach electronic copies of Photographs of the project site if rehab or construction.		
The applicant certifies that to the best of its knowledge and belief, the information included in this application is true and correct, and that the applicant will comply with all federal requirements should this application be approved for funding.  Signature <u>5/30/23</u> Date Al Minner, City Manager Typed Name and Title			

PROJECT DESCRIPTION

Briefly describe the proposed project. The narrative should include: 1) the need or problem to be addressed, 2) the population to be served or the area to benefit, 3) the work to be performed, including the activities to be undertaken or the services to be provided, 4) the method of approach, and 5) the implementation schedule. **Attach additional sheets if necessary (no more than 3 please).**

This project is to replace the fencing at the 12-unit apartment complex that houses low-income individuals. Each of the individuals in this complex has been approved by Lake County for the Project-Based Voucher program. This project will replace the existing chain link fence which has major damage and replace it with a commercial grade black spear top antebellum aluminum fence for the safety of the residents of this complex.

Check here if the structure is historic ☐ Year constructed _____

Check here if the project is located in a flood plain ☐, attach flood plain map as applicable.

CDBG ELIGIBLE ACTIVITIES

1. Place a checkmark in one or more of the following boxes that describes your proposed activity.

Public Facilities:

- | | |
|--|--|
| ☐ Streets, curbs, sidewalks | ☐ Community centers, senior centers |
| ☐ Storm and sanitary sewers | ☐ Parking lots |
| ☐ Water lines | ☐ Fire Stations |
| ☐ Parks | ☒ Other, specify - Fence Replacement |

Public Services:

- | | |
|--|---|
| ☐ Child care | ☐ Health care |
| ☐ Recreation programs | ☐ Education programs |
| ☐ Public safety services | ☐ Fair housing activities |
| ☐ Services for senior citizens | ☐ Services for homeless people |
| ☐ Drug abuse counseling | ☐ Energy conservation counseling and testing |
| ☐ Welfare | ☐ Other, specify |
| ☐ Paying for the cost of operating and maintaining that portion of a facility in which one or more of the above services are provided | |

Other:

- | | |
|---|--|
| ☐ Acquisition | ☐ Homeownership assistance (down payment and closing costs) |
| ☐ Demolition | ☐ Planning |
| ☐ Housing Rehabilitation | ☐ Economic Development |

CDBG STATUTORY OBJECTIVE JUSTIFICATION

LMI Area Benefit | # Persons Served: _____

☐ **Census Data** – (Please reference the **LMI Area map**)

Census Tract and Block Group #: _____

Area population: _____ LMI Population: _____ Percent LMI: _____

OR

☐ **Survey Data** – Check this box if you intend to utilize household income surveys to document the size and annual income of each person receiving the benefit. Note: at least 51% of the program beneficiaries must be persons whose family income does not exceed the limits summarized in **Exhibit C – National Objective Qualifiers**.

****Note:** Public service activities CANNOT be qualified through the Area Benefit National Objective.

LMC Limited Clientele | # Persons Served: 12

If the proposed activity is a public service and is limited to a specific group of people, at least 51% of whom are low- and moderate-income persons, indicate which of the three categories of limited clientele activities best describes the activity by placing a checkmark in the appropriate box.

☐ **Presumed benefit** - place a checkmark in the box that describes the beneficiaries of the proposed service: (**NOTE: Handicap Barrier Removal Projects should check Presumed Benefit/Severely Disabled Adults below**).

- | | |
|---|---|
| ☐ Abused children | ☐ Battered spouses |
| ☐ Elderly persons | ☐ Severely disabled adults (use census population report definition) |
| ☐ Homeless persons | ☐ Illiterate adults |
| ☐ Persons living with AIDS | ☐ Migrant farm workers |

☐ **Family size and income** – check this box if you intend to utilize household income surveys to document the size and annual income of each person receiving the benefit. Note: at least 51% of the program beneficiaries must be persons whose family income does not exceed the limits summarized in **Exhibit C – National Objective Qualifiers**.

☒ **Nature and location of activity** – check this box if the nature and location of the activity are such that it will be used predominantly by low- and moderate-income persons. For example, a day care center designed to serve residents of a public housing development. Attach an explanation of how the activity meets this objective.

LMH Housing | # Households Served: 12

☐ **Housing** – check this box if you will use funds to benefit low – and moderate Income homeowners or renters. Each unit must be occupied by a low- and moderate income household.

Slums/Blight | # Buildings Assisted: _____

☐ Only Public Facility building rehabilitation or demolition can be qualified as a "slums and blight" activity.

LINE ITEM BUDGET FORM – SERVICE PROJECTS

Name of Applicant:

Project Name:

Instructions: Please use the following format to present your proposed line item budget. In Column A, list the items for which you anticipate the need for CDBG funds. In Column B, provide the calculation explaining how you arrived at the estimated cost of the line item. In Column C, provide the projected request for CDBG funds. On the **Budget Narrative Attachment** provide a description of other funds and volunteer and donated services/resources to be used in the project.

Budget Item		CDBG Request
PERSONNEL		
Salaried Positions – Job Titles	Provide rate of pay (hourly/salary) and percentage of time spent on project (Full-Time Equivalent) or hours per week	
Salaries Total		
Fringe Benefits		
PERSONNEL TOTAL	Total of Personnel & Fringe Benefits	
OPERATING COSTS	Provide description of how you arrive at total for each line item	
Supplies		
Equipment		
Rent/Lease		
Insurance		
Printing		
Telephone		
Travel		
Other		
TOTAL OPERATING COSTS		
CONTRACT SERVICES		
TOTAL CONTRACT SERVICES		
BUDGET TOTAL		

**LINE ITEM BUDGET FORM –
CONSTRUCTION/ACQUISITION PROJECTS**

Name of Applicant: City of Leesburg

Project Name: Mispah Simmons Fence Replacement

Instructions: Please use the following format to present your proposed line item budget. In Column A, list the items for which you anticipate the need for CDBG funds. In Column B, provide the calculation explaining how you arrived at the estimated cost of the line item. In Column C, provide the projected request for CDBG funds. On the **Budget Narrative Attachment** provide a description of other funds and volunteer and donated services/resources to be used in the project.

A	B	C
Budget Item	Calculation	CDBG Request
DETAIL SCOPE OF WORK AND COST ESTIMATE FOR EACH ITEM		
Remove and Replace Fence		\$59,682
BUDGET TOTAL		\$59,682

BUDGET NARRATIVE ATTACHMENT	
1.	Describe your plans to use other funds on this project. In this section, only describe funds that have been secured. Provide the source of funds, amounts, and how these funds will be used. Describe your use of donated goods and services. Estimate the value of these goods and services. (Note: Engineering costs must be paid for by the municipality or agency. All construction projects require an engineer to prepare bid specifications and documents required by federal funding). None.
2.	Explain why you consider your program to be a local priority. This project is a local priority as it serves a 12-unit apartment complex that houses low-income individuals. The existing fencing is in grave disrepair and is need of replacement. This project will promote safety for the residents of this complex.

APPLICATION CHECKLIST PUBLIC FACILITIES PROJECTS			
	Yes	No	N/A
• Application completed and certification signed	✓		
• Project location map attached	✓		
• Architect / Engineer cost estimates	✓		
• Provide photographs in print and electronic format	✓		
• Municipal Council Resolution approving submission of application	✓		
• SAM.gov proof of registration and CAGE number	✓		

This project is to replace the fencing at the 12-unit apartment complex that houses low-income individuals. Each of the individuals in this complex has been approved by Lake County for the Project-Based Voucher program. This project will replace the existing chain link fence which has major damage and replace it with a commercial grade black spear top antebellum aluminum fence for the safety of the residents of this complex.



CORPORATE OFFICE

271 Southridge Industrial Drive, Tavares, FL, 32778

PH: 407.900.2940

www.mossyfence.com

FOR INTERNAL USE ONLY

Locates

Locates Date

Installer

Date Installed

FENCE PROPOSAL/CONTRACT							
NAME MISPAH/SIMMONS APT COMPLEX			CONTACT PH:				
ADDRESS: 2212 MISPAH AVE			ALTERNATE PH:				
CITY: LEESBURG FL 34748			FAX:				
EMAIL:			SUBDIVISION:				
JOB NAME/ ADDRESS:			CONTACT PERSON: JOHN (352) 504-5292				
JOB SPECIFICATIONS ☐ PVC (VINYL) ☐ ALUMINUM ☐ CHAIN LINK ☐ STEEL ☐ COMPOSITE/SPECIALTY ☐ WOOD			JOB DIMENSIONS ALL DIMENSIONS AND SPECIAL NOTES ARE APPROXIMATE				
OPTION #1 OPTION #2			REMOVAL AND DISPOSAL EXISTING FENCE MATERIALS AND INSTALLATION 6'H COMMERCIAL GRADE BLACK SPEAR TOP ANTEBELLUM ALUMINUM WITH ONE 8' DOUBLE MAINTENANCE GATE ***EXCLUSIONS*** PERMITTING FEES (TBD AND PAID SEPARATELY) SITE PREP/LAND CLEARING CORE DRILLING (UNLESS NOTED) PRICE SUBJECT TO CHANGE				
FOOTAGE		1150					
HEIGHT		6					
STYLE/MODEL		3 RAIL SPEAR TOP					
GRADE		COMMERCIAL					
COLOR		BLACK					
ALL POSTS		2.5X2.5					
TERMINAL POSTS							
LINE POSTS							
GATE POSTS							
POST CAPS		FLAT					
RAILS/RUNNERS		1.25X1.25					
PICKETS		.75X.75					
PICKET CAPS							
GATES							
QTY	SIZE	TYPE	ANCHOR	RATCHED	SPRING		
1	8	DOUBLE					
SPECIAL INSTRUCTIONS							
QUOTE AMOUNT (8% DEPOSIT REQUIRED)							
DISCOUNT			DISCOUNT				
AMOUNT \$			AMOUNT \$				
OPTIONS:			PREPARED BY CHRIS LYNCH				
			DATE 5/5/23				
IMPORTANT PROJECT INFORMATION							
☒ FENCE TO FOLLOW CONTOUR OF THE GROUND ☐ STRAIGHT WITH GRADE DROPS (MAY HAVE SOME GAPS) ☐ TOP LEVEL: HIGHEST GRADE (CUSTOMER TO FILL GAPS) ☐ TOP LEVEL: LOWEST GRADE (TRENCHING REQUIRED)							
REMOVAL & DISPOSAL OF EXISTING FENCE _____ FT. ☐ NO CLEARING OF FENCE LINE REQUIRED ☐ YES ☐ NO							
CLEARING TO BE PERFORMED BY ☒ OWNER ☐ MOSSY FENCE OPEN POOL/POOL CODE REQUIRED ☐ YES ☐ NO							
HOA APPROVAL REQUIRED ☐ YES ☒ NO PERMIT REQUIRED ☐ YES ☐ NO							
CONTRACT AMOUNT \$ 59,682		DEPOSIT AMOUNT \$		BALANCE AMOUNT due at Completion \$			
ACCEPTED BY CUSTOMER					DATE		

EXHIBIT C: PROJECT MILESTONE CHART

Milestone	Anticipated Dates
Lake County BCC to approve Sub-Recipient Agreement	December 19, 2023
Project Start Date	January 1, 2024
Project Completion Date	September 30, 2024

EXHIBIT D: BUDGET

Mispah-Simmons Fence Replacement Project

[illegible]

EXHIBIT E: REIMBURSEMENT REQUEST FOR CDBG FUNDS

REIMBURSEMENT REQUEST FOR CDBG FUNDS

PROJECT NAME: Mispah-Simmons Apartments Fence Replacement Project

SUBRECIPIENT: **City of Leesburg / Carver Heights/Montclair Area CRA**

PAYROLL (Must have authorized timesheets and payroll information): \$ _____

INVOICES (Attach all relevant invoices and copies of disbursed checks): \$ _____

EQUIPMENT (Office, etc., along with procurement information): \$ _____

OTHER CONTRACTS (Provide copies of contracts using CDBG funds): \$ _____

REIMBURSEMENT REQUEST TOTAL: \$ _____

Authorized Signature

Date

=====For
CDBG Use Only

ACCOUNT NUMBER:

SUBJECT TO PROGRAM INCOME

YES _____ NO _____

SPVR. SIGNATURE / DATE

REVIEWED BY CDBG PROGRAM

SIGNATURE / DATE

APPROVED H & CS DIRECTOR

NOTES: _____

**EXHIBIT F:
DECLARATION OF COVENANTS AND RESTRICTIONS**

Prepared by and return to:
Melanie Marsh, County Attorney (mw)
Lake County Attorney's Office
P. O. Box 7800
Tavares, Florida 32778

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS Declaration of Covenants and Restrictions (the "Declaration") is dated _____, 2023, and is made by **Community Redevelopment Agency for the Carver Heights/Montclair Area**, a municipal agency created by the City of Leesburg under Chapter 163, Part III, Florida Statutes, and Section 2-167 Leesburg Code of Ordinances (hereinafter the "Owner" or "Subrecipient"), whose address is Post Office Box 490630, 501 West Meadow Street, Leesburg, Florida 34749-0630, in favor of **Lake County**, a political subdivision of the State of Florida (the "County"), whose address is Post Office Box 7800, 315 West Main Street, Tavares, Florida 32778.

RECITALS:

I. Owner owns real property generally located at 2212 Mispah Avenue, Leesburg, Florida 34748 and 2213 Simmons Avenue, Leesburg, Florida 34748, described in **Exhibit A**, attached hereto and made a part hereof (the "Property").

II. The County entered into a Community Development Block Grant (CDBG) Program Subrecipient Agreement with the Owner (the "Subrecipient") for the purpose of replacing the fence on the Property pursuant to that certain Subrecipient Agreement (the "CDBG Partnership Agreement").

III. As a condition of the County's award of grant funds to the Subrecipients, Owner has agreed to cause certain covenants and restrictions to be placed on the Property pursuant to the CDBG Partnership Agreement.

NOW, THEREFORE, Owner, in consideration of the premises stated herein and the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged by Owner, agrees as follows:

1. The foregoing recitals are true and correct and incorporated herein.
2. The following requirements required by the CDBG Partnership Agreement shall be covenants that shall touch and concern the Property and shall be deemed covenants running with the land:
 - a. The standards described in this section apply to real property within the Owner's control which was acquired or improved in whole or in part using CDBG funds in excess of \$25,000. These standards shall apply from the date of this Declaration until seven (7) years after closeout of the CDBG entitlement Owner's participation in the entitlement CDBG program or until five (5) years after the close out of the grant from which the assistance to the Property was provided, whichever is greater.
 - b. The Owner may not change the use or planned use of any such Property (including the beneficiaries of such use) from that for which the funds were made under the CDBG Partnership Agreement unless the Owner provides affected citizens with reasonable notice of, and opportunity

to comment on, any proposed change, and the new use of such Property qualifies as meeting one of the national objectives in §570.208 (formerly §570.901) and is not a building for the general conduct of government.

c. If the Owner determines, after consultation with affected citizens, that it is appropriate to change the use of the Property to a use which does not qualify under this section, it may retain or dispose of the Property for the changed use if the Owner's CDBG program is reimbursed in the amount of the current fair market value of the Property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the Property.

d. If the change of use occurs after closeout, the provisions governing income from the disposition of the real property in §570.504(b)(4) or (5), as applicable, shall apply to the use of funds reimbursed.

e. Following the reimbursement of the CDBG program in accordance with paragraph (b) of this section, the Property no longer will be subject to any CDBG requirements.

3. This requirement shall remain in effect for the term stated herein irrespective of the sale, conveyance, or other transfer of the Property and shall be binding upon the Owner, its successors, assigns and transferees, and all parties having any right, title or interest in the Property for a period not less than seven (7) years from the date of this executed Agreement. Notwithstanding the foregoing, however, upon foreclosure by a lender or other transfer in lieu of foreclosure, the CDBG period shall be terminated if such foreclosure or other transfer recognizes any contractual or legal rights of public agencies, non-profit sponsors, or others to take actions that would avoid the termination of CDBG requirements; and further provided that the CDBG restrictions shall be revived according to the terms hereof if, during the original CDBG period, the Owner of record before the foreclosure or other transfer, or any entity that includes such former owner or those with whom such former owner has or had family or business ties, obtains an ownership interest in any of the Property.

IN WITNESS WHEREOF, the parties hereto duly execute this Contract as of the day and year first written above.

Owner:

**COMMUNITY REDEVELOPMENT AGENCY
FOR THE CARVER HEIGHTS/MONTCLAIR
AREA**

ATTEST:

Andi Purvis, City Clerk

James A. Burry, Jr., Mayor

This ____ day of _____, 2023.

Approved as to Form and Legality:

Grant Watson
City Attorney

EXHIBIT A

Parcel I:

That part of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 22, Township 19 South, Range 24 East, Lake County, Florida, in the City of Leesburg, Florida, bounded and described as follows: From the Northeast corner of the Northwest $\frac{1}{4}$ of said Section 22, run West 1065 feet; thence South 891 feet to the Point of Beginning of this description: from said Point of Beginning, run North 226 feet; thence West 130 feet; thence South 226 feet; thence East 130 feet to the Point of Beginning, LESS that part thereof conveyed to the City of Leesburg by deed recorded in Official Records Book 892, Page 16, Public Records of Lake County, Florida.

Property Address: 2212 Mispah Street, Leesburg, Florida 34748
Parcel ID No. 2219240002-000-06500

Parcel II:

The South 228 feet of the North 663 feet of the West 120 feet of the East 1185 feet of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 22, Township 19 South, Range 24 East, Lake County, Florida; LESS the North 17.5 feet for road right-of-way as shown on that deed recorded in Official Records Book 1006, Page 2470, Public Records of Lake County, Florida.

Property Address: 2213 Simmons Avenue, Leesburg, Florida 34748
Parcel ID No.: 2219240002-000-04600

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS Declaration of Covenants and Restrictions (the "Declaration") is dated _____, 2023, and is made by **Community Redevelopment Agency for the Carver Heights/Montclair Area**, a municipal agency created by the City of Leesburg under Chapter 163, Part III, Florida Statutes, and Section 2-167 Leesburg Code of Ordinances (hereinafter the "Owner" or "Subrecipient"), whose address is Post Office Box 490630, 501 West Meadow Street, Leesburg, Florida 34749-0630, in favor of **Lake County**, a political subdivision of the State of Florida (the "County"), whose address is Post Office Box 7800, 315 West Main Street, Tavares, Florida 32778.

RECITALS:

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II. The County entered into a Community Development Block Grant (CDBG) Program Subrecipient Agreement with the Owner (the "Subrecipient") for the purpose of replacing the fence on the Property pursuant to that certain Subrecipient Agreement (the "CDBG Partnership Agreement").

III. As a condition of the County's award of grant funds to the Subrecipients, Owner has agreed to cause certain covenants and restrictions to be placed on the Property pursuant to the CDBG Partnership Agreement.

NOW, THEREFORE, Owner, in consideration of the premises stated herein and the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged by Owner, agrees as follows:

1. The foregoing recitals are true and correct and incorporated herein.
2. The following requirements required by the CDBG Partnership Agreement shall be covenants that shall touch and concern the Property and shall be deemed covenants running with the land:
 - a. The standards described in this section apply to real property within the Owner's control which was acquired or improved in whole or in part using CDBG funds in excess of \$25,000. These standards shall apply from the date of this Declaration until seven (7) years after closeout of the CDBG entitlement Owner's participation in the entitlement CDBG program or until five (5) years after the close out of the grant from which the assistance to the Property was provided, whichever is greater.
 - b. The Owner may not change the use or planned use of any such Property (including the beneficiaries of such use) from that for which the funds were made under the CDBG Partnership Agreement unless the Owner provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change, and the new use of such Property qualifies as meeting one of the national objectives in §570.208 (formerly §570.901) and is not a building for the general conduct of government.
 - c. If the Owner determines, after consultation with affected citizens, that it is appropriate to change the use of the Property to a use which does not qualify under this section, it may retain or dispose of the Property for the changed use if the Owner's CDBG program is reimbursed in the amount of the current fair market value of the Property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the Property.

d. If the change of use occurs after closeout, the provisions governing income from the disposition of the real property in §570.504(b)(4) or (5), as applicable, shall apply to the use of funds reimbursed.

e. Following the reimbursement of the CDBG program in accordance with paragraph (b) of this section, the Property no longer will be subject to any CDBG requirements.

3. This requirement shall remain in effect for the term stated herein irrespective of the sale, conveyance, or other transfer of the Property and shall be binding upon the Owner, its successors, assigns and transferees, and all parties having any right, title or interest in the Property for a period not less than seven (7) years from the date of this executed Agreement. Notwithstanding the foregoing, however, upon foreclosure by a lender or other transfer in lieu of foreclosure, the CDBG period shall be terminated if such foreclosure or other transfer recognizes any contractual or legal rights of public agencies, non-profit sponsors, or others to take actions that would avoid the termination of CDBG requirements; and further provided that the CDBG restrictions shall be revived according to the terms hereof if, during the original CDBG period, the Owner of record before the foreclosure or other transfer, or any entity that includes such former owner or those with whom such former owner has or had family or business ties, obtains an ownership interest in any of the Property.

IN WITNESS WHEREOF, the parties hereto duly execute this Contract as of the day and year first written above.

Owner:

**COMMUNITY REDEVELOPMENT AGENCY
FOR THE CARVER HEIGHTS/MONTCLAIR
AREA**

ATTEST:

Andi Purvis, City Clerk

James A. Burry, Jr., Mayor

This ____ day of _____, 2023.

Approved as to Form and Legality:

Grant Watson
City Attorney

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Property Address: 2212 Mispah Street, Leesburg, Florida 34748

Parcel ID No. 2219240002-000-06500

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Property Address: 2213 Simmons Avenue, Leesburg, Florida 34748

Parcel ID No.: 2219240002-000-04600

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.7.

Meeting Date: December 11, 2023

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 a Lease Agreement with Find Peace Counseling at the Leesburg Business Incubator for a three-year term; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the lease agreement between Find Peace Counseling and the City of Leesburg for office space at the Business Incubator.

Analysis:

The Business Incubation Program was designed to help first stage companies develop into financially stable, high-impact enterprises by providing resources and services that facilitate growth. Find Peace Counseling is a first stage company that came to our organization for assistance. Staff has determined the first stage company has the essential ingredients to be successful, but needs additional coaching and corporate growth to graduate from the Incubator and enter the second stage level. Find Peace Counseling agreement will extend for a three-year period.

Procurement Analysis:

N/A

Options:

1. Adopt the Resolution approving the lease agreement for Find Peace Counseling as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

By approving this lease, Incubator rental revenue will be received.

Account No. 001-0000-362-0101

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
LEASE AGREEMENT WITH FIND PEACE COUNSELING AT THE
LEESBURG BUSINESS INCUBATOR FOR A THREE-YEAR TERM; AND
PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with Find Peace Counseling, whose address is 11744 Ocklawaha Drive, Leesburg, Florida 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 on the 11th day of December 2023.

Mayor

ATTEST:

City Clerk

LEASE AGREEMENT

THIS LEASE entered into on the 11th day of December 2023, between **THE CITY OF LEESBURG, FLORIDA**, hereafter referred to as "LESSOR", and **FIND PEACE COUNSELING** hereafter referred to as "LESSEE",

WITNESSETH:

Lessor hereby leases to Lessee, and Lessee lease from the Lessor, the premises described as the "City Hall Annex – Office #3" (Business Incubator), having a street address of 600 Market Street, Leesburg, Florida, together with all driveways and parking areas appurtenant thereto, under the terms and conditions set forth below (hereinafter referred to as the "Premises" or "premises"):

1. **TERM.** The term of this Lease shall be for a period of three (3) years, commencing as of December 12, 2023 and ending at midnight on December 11, 2026, unless sooner terminated in accordance with the terms and conditions of this Lease. Lessee may have access to the premises prior to the commencement of the term in order to conduct tenant renovations, improvements and general business operation establishment. During that time, all terms, conditions and covenants of this Lease shall apply to Lessee's occupancy of the premises and all activities carried out by the Lessee there, with the sole exception that no rent shall be due until commencement of the term. Lessor and/or Lessee can terminate the Lease Agreement without penalty, with a 30 day written notice to either party.
2. **RENT.** Lessee shall pay monthly rent to Lessor in the amount of \$300 per month, plus all applicable sales tax. The Parties understand and agree that Lessee's reduced rent payments during the first twenty-four (24) months of the Lease Term are provided in consideration of USDA Rural Development expenditures related to Lessor's planned improvements to the leased premises as set forth herein.

Lessee shall, for the final twelve (12) months of the Lease Term, starting December 12, 2025 shall pay a monthly rent to the Lessor in the amount of \$350 per month, plus all applicable sales tax.

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

Lessee acknowledges and agrees that it is responsible for paying the Rent promptly on the 1st day of each month, and that failure to do so will constitute a default under this Lease and entitle Lessor, after first giving notice of default to Lessee, to pursue any remedy allowed by law or under this Lease for a default. All monthly Rent and sales tax payments are due in advance and shall be made without demand, setoff, abatement, or reduction. If rent is not paid by the 6th day of the month, a late fee of five percent (5.0%) of the Rent amount will be imposed and shall be due and owing to Lessor. Rent is considered late if not paid on or before the 1st day of each month notwithstanding the date upon which a late fee may be imposed.

If at any time a check given by the 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. In addition, Lessor may charge a service charge in an amount consistent with Section 68.065, Florida Statutes, as amended from time to time, and pursue all remedies available under Florida law to collect payment on the check.

3. **USE.** The premises shall be used only for office uses and no other use shall be made of the premises without the prior written consent of Lessor, which consent shall lie in the sole discretion of Lessor. The 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 the surrounding property and/or other tenant in the Business Incubator.

Lessee shall not allow the production, use handling or storage of illegal, dangerous or toxic chemicals or substances, machines or equipment causing excessive noise or dust particles or anything else of any nature whatsoever which would be injurious to the building or property in the reasonable opinion of Lessor. Lessee's use of the Premises shall at all times be in conformance with all laws, codes, ordinances, statutes, rules, regulations, and/or covenants applicable to the Premises.

4. **DEPOSIT.** To secure performance by Lessee of its financial obligations hereunder, Lessee shall within five (5) days of the date of execution of this Lease, and in addition to the first month rent, provide Lessor with a \$300 deposit.

Upon any default by Lessee under this Lease, Lessor may at its sole option recover damages resulting from such default from Lessee as provided more particularly below, or Lessor may at any time withdraw from the security deposit an amount sufficient to compensate Lessor for such damages, and, if such damages exceed the security deposit amount, Lessor may recover differences from Lessee directly, it being specifically understood that the amount of the security deposit does not in any way limit the liability of Lessee for damages under this Lease. The portion of deposit, if any, not utilized to compensate Lessor for damages, not including normal wear and tear, may be only applied to the last month's rent with the prior express consent of Lessor.

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

Water, sewer, gas and electric services are provided in the facility by the Lessor.

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

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

- a. Public liability insurance against any and all claims and demands resulting from injuries received in connection with Lessee's occupancy of the premises, with limits of not less than two hundred fifty thousand dollars (\$250,000) combined single limit coverage for

damages incurred or claimed for death or bodily injury, or for damages to property, with Lessor shown on the policy as an additional insured. The amount of insurance which Lessee is required to carry under this sub-paragraph shall not be construed as a limitation on the damages owed by Lessee to Lessor in the event of a covered incident, and if judgment is entered against Lessor as a result of a covered incident which exceeds the amount of insurance Lessee is required to carry, Lessee shall be responsible for the difference and pay it immediately to Lessor as additional rent hereunder.

- b. Worker's Compensation Insurance, providing coverage against injury to Lessee's employees on the premises, as required by law.
- c. Any other policies of insurance or special endorsements which Lessor may be required to protect Lessee's property or interests.

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

Lessee shall repair any major structural defects or damages caused by the negligent or deliberate acts of Lessee, its agents, representatives, employees, guests, or invitees.

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

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

10. **ENTRY AND INSPECTIONS.** At any reasonable time, during normal business hours and with not less than 1 hour prior notice, Lessor may enter the premises personally or through a designated agent and conduct an inspection to determine if Lessee is complying with the terms of this Lease or to otherwise evaluate the condition of the premises. 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. In the event Lessor recovers costs from the security deposit, Lessee shall be responsible for promptly replenishing the security deposit to the full amount of \$300.00.

Lessor may enter the premises to make repairs, replacements, and alterations upon providing reasonable notice to Lessee, except in the case of an emergency in which case no notice to Lessee is

required. Lessor may also show the premises during the sixty days prior to termination of this Lease, to prospective tenants, during business hours upon providing reasonable notice to Lessee.

11. **ADDITIONAL RENT.** All taxes, costs, charges, and expenses which Lessee is required by this Lease to pay, together with all sales or other taxes due thereon and all interest and penalties thereon which may accrue in the event Lessee fails to pay such amounts, and all damages, costs and expenses (including attorney's fees) which Lessor may incur by reason of any failure by Lessee to comply with the terms by the Lessee, the Lessor shall have the same rights and remedies with respect thereto as Lessor may have, at law, in equity, or under this Lease, for nonpayment of the rent itself.
12. **ALTERATIONS AND IMPROVEMENTS.** No alterations or improvements to the premises shall be made by Lessee, nor shall any signs be erected, unless Lessor has reviewed the plans and specifications and given its written consent before commencement of any such work. Subject to the prior approval of Lessor as to design and content, which may not be unreasonably withheld, Lessee may erect adequate signage on the premises without payment of additional rent, "adequate" being defined by reference to other facilities of similar size and usage in the general area. Lessor may require Lessee to remove any unauthorized signs, alterations, or improvements, and to return the premises to their original condition, and if Lessee fails or refuses to do so then, Lessor may have the necessary work done and assess the cost against Lessee, to be paid immediately upon demand. All work must conform to applicable codes and be performed by licensed and bonded contractors, and statutory performance and payment bonds shall be secured. At the end of the term or upon any earlier termination of this Lease, all alterations and improvements which are affixed or attached to the premises in such a manner that they cannot be removed without damage to the premises, shall become the property of Lessor and shall not be removed by Lessee, other than trade fixtures which may be removed provided that Lessee repairs all damage to the premises cause by such removal and restores the area damaged to a condition comparable to the remainder of the premises.
13. **LIENS.** The interest of Lessee in the Premises shall not be subject in any way to any liens, including but not limited to construction liens, for maintenance, repairs, replacements, or alterations made by or on behalf of Lessee. Lessee represents to Lessor that any improvements that might be made by Lessor to the Premises are not required to be made under the terms of this Lease and that any improvements which may be made by Lessor do not constitute the "pith of the lease" under applicable Florida case law. Lessor shall keep the Premises free and clear from all liens and encumbrances related to any work performed by Lessee, and shall indemnify, defend, save, and hold Lessor harmless from any and all claims, demands and liabilities of any nature whatsoever arising out of or related to any maintenance, repairs, replacements, or alterations which Lessee makes or causes to be made to the Premises. Lessee shall not subject the Premises or any interest of Lessor in the Premises to any liens for labor, services, or materials furnished to the Premises, without the prior express written consent of Lessor, and hereby agrees to indemnify and hold Lessor and the Lessor's real property harmless from all such liens placed upon the Premises. No construction liens shall be placed against the Lessor's title to the Premises for or on account of the construction of any improvement upon the Premises or any repair, alteration, replacement, demolition, or removal of such improvements, or for any other purpose, by any laborer, contractor, materialman, or other person contracting with Lessee or Lessee's contractors or subcontractors. If such a lien is placed on Lessor's title to the Premises, then Lessee shall promptly take such steps as are necessary to have such lien removed. All laborers, mechanics, materialmen, contractors, subcontractors, and others are called upon to take due notice of this clause, it being the intent of

the parties hereby to expressly prohibit any such lien against the Lessor's title or interest by the use of this language as and in the manner contemplated by Section 713.10 of the Florida Statutes. The Lessee agrees to promptly notify any contractor making any improvements to the Premises of the provisions of this Lease contained in this paragraph. The Lessor and Lessee agree that a short form memorandum of this Lease or other allowable notice pursuant to Section 713.10, Florida Statutes may be recorded in the Public Records of Lake County, Florida, containing the language of this clause, the name of the Lessor and Lessee, and the legal description of the real property on which the Premises, Building, and Business Incubator are located. It is the intent of this language to comply with Section 713.10 of the Florida Statutes, as amended from time to time.

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 this Lease, the Lessee has made the following representations and no others:

- a. Lessee has inspected the premises and found them to be fit for its intended purposes.
- b. Lessee has assured itself that the zoning of the premises will permit the intended use, will not violate any zoning or land use rules during occupancy, and will obtain and keep in force all licenses and permits required for the operation of Lessee's business the premises. Although Lessor is also the governmental body with land use authority over the leased premises, nothing in this Lease shall be construed as binding on Lessor in that capacity and Lessor is not hereby contracting away its lawful authority to regulate land use or any other aspect of the Lessee's operations under Lessor's applicable codes and ordinances as now in effect or as hereafter amended.
- c. Lessee is acting solely on its own behalf, and not on behalf of any third party or undisclosed principal whomsoever.
- d. Lessee will perform and abide by each and every term, covenant and agreement of this Lease.
- e. Except for any warranties set forth specifically in this Lease, all warranties of any nature concerning the premises, either oral or written, expressed or implied and whether of habitability, fitness for a particular purpose or otherwise, are waived by Lessee, and disclaimed by Lessor, and Lessee agrees to accept the premises in "AS-IS" condition.
- f. If Lessee is not a natural person, then Lessee warrants that it is duly formed and validly existing under state law and local ordinances, and that all things required by

law or by Lessee's governing documents, necessary to the execution of this Lease have been accomplished, and the person signing this Lease is authorized to bind Lessee.

16. **INDEMNITY.** To the fullest extent permitted by law, Lessee shall indemnify, defend, save, and hold harmless the Lessor and Lessor's commission members, board members, manager, employees, agents, representatives, and insurers ("Lessor Parties"), from and against any and all liability, claims, demands, damages, debts, and obligations of any nature (including reasonable attorneys' fees and court costs through all levels of appeal) arising out of or related to Lessee's use, possession, maintenance, repair, replacement, or occupancy of the Premises, excepting only matters which are the direct result of Lessor's gross negligence or willful misconduct. This Indemnification section shall not be construed to restrict, limit, or modify either party's insurance obligations under this Lease, nor shall Lessee's indemnification obligations under this section be limited by the minimum amounts of insurance carried or required to be carried under the terms of this Lease. Lessee's compliance with the insurance requirements under this Lease shall not restrict, limit, or modify Lessee's obligations under this Indemnification section. These indemnification provisions shall survive the expiration or sooner termination of this Lease. Lessor shall have the right to select its own counsel in connection with the operation of this indemnification section.
17. **DAMAGE BY LESSEE OR FIRE AND CASUALTY.** In the event the premises are damaged by fire or other casualty, the cost to repair which exceeds 35% of the appraised value of the property, as shown on the most recent ad valorem tax rolls, Lessor shall have the option to repair the premises or terminate this Lease. If damage does not exceed the above threshold, Lessor shall repair the damage, and the rent due hereunder shall abate until repairs are completed, by the proportion by which the damage prevents Lessee's use of the premises. If Lessor repairs the premises, the insurance proceeds on Lessor's policy shall be used to pay the cost of the repairs; otherwise, those proceeds shall be paid to Lessor.
- If the premises are damaged by the intentional or negligent acts or omissions of Lessee or any of its agents, representatives, employees, invitees, or guests, then Lessor may repair such damage and restore the premises to their original condition without notice to or consent by Lessee, and recover the entire cost of the repair from Lessee immediately, together with any lost rent and other consequential damages suffered by Lessor as a result of the intentional or negligent acts of the Lessee, its agents, representatives, 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 becomes 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 default by Lessee, other than a failure to pay rent or additional rent, which default continues longer than fifteen (15) days after the giving of written notice to Lessee by Lessor demanding that the default be cured, Lessor may terminate this Lease and resume possession of the premises immediately, and recover from Lessee liquidated damages as specified below, or at its option Lessor may take such action and expend such sums as may be necessary to cure the default, and recover the cost to cure from the deposit or charge it to Lessee as additional rent. However, if the default is of a nature that it is not reasonable to expect Lessee to cure the default within fifteen (15) days, and if after receipt of written notification from Lessor of the default, Lessee promptly commences proceedings to cure all alleged default, and diligently continues those efforts without undue delay, then Lessor shall not be entitled to enter the Premises and expel Lessee therefrom, nor exercise any other remedy which Lessor may otherwise have on account of such default. Notwithstanding anything to the contrary contained herein, Lessor may terminate this Lease without providing Lessee an opportunity to cure for any breach or default that involves damage to the premises or which causes harm to or endangers the health, safety or welfare of any other person. In such case Lessor will provide Lessee written notice and Lessee shall vacate the premises within fifteen (15) days of Lessor's delivery of the written notice.

Should Lessee fail to pay any rent or additional rent hereunder when due, and if such past due rent is not paid along with any service fees and late charges, within three (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 the discount rate of 6%, or its option Lessor may elect to sue for each installment of rent as it falls due. In the event Lessor elects to recover the present value of future rents, the rent for the remainder of the term shall be considered accelerated and due immediately upon notice being given to Lessee, with a credit to Lessee for any rent received by Lessor from a reletting of the premises to a new tenant. Once Lessor has retaken possession (or if Lessee refused 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 expiration or sooner termination of this Lease, Lessee shall surrender the premises peaceably to Lessor immediately, and if Lessee fails to do so, Lessee shall be liable for double the monthly Rent and Lessor shall be entitled to commence an action for possession of the premises without further notice. In any event, in addition to recovery of possession and double Rent, 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.

21. **REMEDIES CUMULATIVE.** Lessor's remedies under this Lease are cumulative and no one remedy shall be exclusive, in law or equity, of any other rights which Lessor may have, and the exercise of one right or remedy shall not impair Lessor's standing to exercise any other right or remedy.
22. **ARREARAGES.** Any amount of money to be paid to Lessor by Lessee under this Lease, which is not paid by the end of the month in which it first falls due, shall bear interest at the highest rate allowed by law until paid in full. Lessor, at its sole option, may elect to apply any payment by Lessee either to amounts most recently due, to amounts farthest in arrears, or to interest due on the arrearages.

23. **ASSIGNMENT & SUBLEASING.** This Lease may not be assigned by Lessee, nor may Lessee sublet the premises either in whole or in part whatsoever.
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 interest in the premises and of the prohibition against liens against Lessor's interest in the premises.
25. **ESTOPPEL CERTIFICATE.** At any time, upon request by Lessor, the Lessee agrees to execute a certificate stating:
- a. That no default exists at the time on the part of Lessor, or setting forth the nature of the default if one does exist;
 - b. The termination date of the 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 agree 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 the 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 part, 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 exclusively in a state court of competent jurisdiction in and for 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 Notices required by this Lease shall be in writing and shall be either delivered in person, sent by Federal Express, UPS, or other widely recognized overnight courier service, or mailed by the United States Mail, certified with return receipt requested and all postage charges prepaid. Except where receipt is specifically required in this Lease, any notice mailed in accordance with these standards to the proper address as set forth below shall be deemed to be effective three (3) days after the date of postmark, any notice hand delivered shall be deemed effective upon delivery, and any notice sent by overnight courier shall be deemed effective on the next business day following the date on which the properly addressed notice is placed into the hands of the courier service for transmittal, and any time period shall begin running as of that date, whether or not the notice is actually received. Notwithstanding the foregoing or anything else to the contrary contained herein, Lessor may serve notices on Lessee by posting at the Premises in addition to or in lieu of any other service method, and any such notice posted on the Premises shall

be deemed delivered on the date of posting. Notices to Lessor and notices mailed to Lessee shall be in writing and sent to the parties at the following addresses:

- a. To Lessor at the address below:

Office of the City Manager
501 West Meadow Street
PO Box 490630
Leesburg, Florida 34749

- b. To Lessee at the address below

11744 Ocklawaha Drive
Leesburg, Florida, 34788

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 test 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 had not been induced by either party by any representations, promises or understandings not expressed herein, and there are no collateral agreements, promises or undertakings whatsoever in any way touching on the subject matter of this Lease which are not expressly contained herein. This Lease may not be amended orally, by waiver or course of conduct, or in any manner whatsoever, other than by written instrument signed by all parties hereto, including Guarantors.
32. **BINDING EFFECT.** This Lease shall be binding on, and inure to the benefit of, not only Lessor and Lessee, but also their respective successors and assigns.
33. **CONDEMNATION.** In the event all or any portion of the building is taken by eminent domain or is conveyed under threat of such proceedings, all compensation resulting therefrom shall be the property of Lessor and Lessee hereby assigns to lessor any interest Lessee may otherwise have in such award. Lessee shall execute any documentation required to achieve this result. In the event of a total taking, this Lease shall terminate. In the event of a partial taking, Lessor may elect either to terminate this Lease or to repair and restore the remaining portion of the premises at its own expenses, 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 and effect as if executed originally without the invalid portion.
35. **ADA COMPLIANCE.** Except as provided below, if during the term any alterations or improvements to the premises are required in order to comply with the American 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 the operation of its business at the premises and shall hold the Lessor harmless from any loss or damage (including court or administrative costs and attorney's fees) arising out of any violation of ADA by Lessee in the operation of its business or any failure buy Lessee to make any improvements required by ADA which are the responsibility of Lessee.

36. **WAIVER OF JURY TRIAL.** Lessor and Lessee knowingly, intentionally, and voluntarily waive trial by jury in any action, proceeding, or counterclaim involving any matter whatsoever arising out of or in any way connected with this Lease, the landlord/tenant relationship, or the Premises.

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

THE CITY OF LEESBURG, FLORIDA

By _____
Jimmy Burry, Mayor

Attest: _____
City Clerk

DATE: _____, 2023

Approved as to form and content:

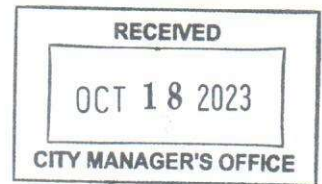
City Attorney

WITNESSES (Two Required)

LESSEE:

By Bethany Jones

Title
DATE: 12/5/23, 2022



Business Incubator Application

P-L-E-A-S-E P-R-I-N-T

Today's Date: 10/18/23, 20

What is your Name:

Yanez

Bettina

Last Name

Middle Initial

First Name

11744 Oaklawn Dr.

Home Address

Leesburg

FL

34788

City

State

Zip Code

Company Name:

Find Peace Counseling

Business Address

Leesburg

FL

34788

City

State

Zip Code

Home Telephone:

() -

Business E-Mail:

BettinaY@FindPeaceCounseling.com

Cellular Telephone:

(514) 351 - 1912

Personal E-Mail:

Business Telephone:

(631) 204 - 3434

Website Address:

www.FindPeaceCounseling.com

Fax Number:

() -

FL Driver License#:

How did you hear about the LBTC Business Incubator Program? walking by

1. Check Highest Level of Education: ☐ High School Graduate ☐ Junior College ☐ College Graduate
☐ Technical School ☐ Some College ☒ Graduate Degree

2. Have you ever taken any business courses or workshops? ☒ Yes ☐ No

Please explain where and when:

3. What type of business do you plan to start? I already have a group practice with

4. Proposed New Company Name: Find Peace Counseling

mental health professionals

5. If starting a new business, do you have experience in that field? ☒ Yes ☐ No

How Long: 13 years

Please explain:

6. Have you ever owned a business? ☒ Yes ☐ No If yes, what type?

7. What happened with your previous business? same as current - just expanding from

8. Do you currently own a business? ☒ Yes ☐ No If yes, how long? years

☐ No

NY to FL

Name of present business: Find Peace Counseling

Current number of employees: 12



9. Is your business legally established in the State of Florida? ☒ Yes Year Established 2021 ☐ No
If yes: ☐ Sole Proprietorship ☐ Fictitious Name Registered ☐ Partnership
☐ Corporation: ☐ Type S ☐ Type C ☐ Limited Liability Company (LLC)
10. Do you have a valid County & City Occupational License? ☐ Yes ☒ No
Are you certified through other agencies? ☐ Yes ☒ No
If yes, are you a ☐ MBE ☐ SBA ☐ Contractor/Builder ☒ Other LCSW-scorp
11. Will your business need the following: ☒ LBTC Office Space ☐ Home Office
☐ Storefront ☐ Warehouse ☐ Other: _____
12. Projected number of employees working for you after working with the LBTC: 1-4 How many employees can be hired from the Target Area in Leesburg? 1-4
13. Do you have a business plan? ☒ Yes ☐ No
14. Do you have a written list of personal and business goals? ☒ Yes ☐ No
15. Do you have a marketing plan? ☒ Yes ☐ No
16. Do you have a proposed budget for your business? ☒ Yes ☐ No
17. Have you prepared a proposed budget for your personal finances? ☒ Yes ☐ No
18. What type of assistance are you seeking from LBTC Business Incubator? (For example) start-up assistance, organizations, bookkeeping, purchasing, planning, sales, marketing, promotions, HR issues, credit repair, housing assistance, office space, government certification, loans, grants, training, business plan, marketing plan, advertising plan, etc.
Please Explain:
currently need 2 offices to start. I would like to purchase a property for my business in the near future. If there are local grants or programs to assist with that I am interested. if not
19. How many hours a week can you commit to the LBTC Business Incubator helping you develop your business and the tasks you need to complete? ☒ 1-5 ☐ 6-10 ☐ 11+ Hours I am able to manage
20. Date of birth: 4/16/86 Country of birth: USA
21. Are you a U.S. Citizen? ☒ Yes ☐ No
22. Ethnicity: ☒ Caucasian ☐ Hispanic ☐ African American ☐ Caribbean Islander ☐ Haitian ☐ Native American ☐ Asian
23. PLEASE RETURN THIS APPLICATION TO: Leesburg Business Incubator, City of Leesburg, 600 Market Street, Leesburg, FL 34748 LBTC USE ONLY:

Staff Member Initials: _____ Date Application Received: _____ Date of Initial Contact: _____
Type of business: ☐ Start-Up ☐ New/Emerging ☐ Existing ☐ Re-Instatement

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.8.

Meeting Date: December 11, 2023

From: James Williams, (Finance Director)

Subject: Resolution amending the existing Investment Policy to increase the allowed cash percentage for Intergovernmental Investment Pools and to add language as required by the State of Florida.

Staff Recommendation:

Staff recommends adopting the attached Resolution amending the City's investment policy with regard to the Local Government Investment Pools. In addition, the State of Florida has added requirements that the City's investment policy must include statements that only pecuniary factors may be considered in evaluating investment decisions.

Analysis:

The current investment policy Resolution 9244 (August 12, 2013) permits the City to invest a maximum of 15% of available funds in intergovernmental investment pools. The same section allows the City to invest up to 50% of available funds in money market funds. The intergovernmental investment pools provide the same, if not better, access to funds with less administrative time. Our use of the pools has increased significantly with the increase of interest rates over the last year. The City is now at 20% invested and out of compliance although that is easily remedied by transferring funds out at any time. The City has daily access to those funds. However, rather than transfer those funds to a lower interest rate option, we would rather increase the amount allowed in the investment pools to 50%. (*Highlighted in yellow in Section VII*). With the number of high dollar projects the City has in progress or soon to be in progress, the ability to easily transfer funds from the investment pools to operating cash is increasingly important. Increasing the percentage allowed in the investment pools gives the City more flexibility in investing and having cash available for spending when needed.

The October 2023 interest rate for the investment pools are:

SBA – 5.64% This is the State of FL pool

Florida Class – 5.53%

Florida Safe – 5.46%

The other change in this policy is the result of a change in the Florida law as it applies to City investments. Florida law now requires a statement in the investment policy that the City will only use “pecuniary factors” in evaluating an investment. This change in language means the City can not include the consideration in our investments of the furtherance of any social, political, or ideological interests. (*This language has been added as SECTION VIII B.*)

Procurement Analysis:

N/A

Options:

1. Adopt the attached Resolution amending the existing Investment and adopting the new policies to be followed with regard to investing the financial assets of all funds of the City of Leesburg, Florida, except the pension trust and agency funds; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

With the change in the investment policy, the City will be able to invest in additional safe security investments, which will give the City more interest income and also flexibility to use the cash at any time.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AMENDING RESOLUTION 9244, THE CITY OF LEESBURG INVESTMENT POLICY, ADOPTING NEW POLICIES TO BE FOLLOWED WITH REGARD TO INVESTING THE FINANCIAL ASSETS OF ALL FUNDS OF THE CITY OF LEESBURG, FLORIDA, EXCEPT THE PENSION TRUST AND AGENCY FUNDS; SETTING FORTH THE OBJECTIVES OF THE INVESTMENT POLICY; PROVIDING A STANDARD FOR ETHICS AND CONFLICTS OF INTEREST; PROVIDING FOR DELEGATION OF AUTHORITY; PROVIDING A STANDARD OF PRUDENCE; PROVIDING FOR MONITORING AND ADJUSTING THE PORTFOLIO; PROVIDING INTERNAL CONTROLS; DEFINING SHORT-TERM AND LONG-TERM INVESTMENTS AND THE MANNER OF HANDLING EACH; PROVIDING FOR THE BID PROCESS; REQUIRING A LIST OF APPROVED FINANCIAL INSTITUTIONS; SETTING FORTH SAFEKEEPING AND COLLATERALIZATION OF SECURITIES AND REPORTING PROCEDURES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Leesburg adopted an investment policy by resolution 9244 on August 12, 2013;

WHEREAS, the City of Leesburg has determined this policy is in the best interest of the City of Leesburg and its citizens and that the City should adopt a new investment policy outlining the standard procedures according to the provisions of Section 218.415, Florida Statutes, that units of local government are required to adopt a written investment policy for any public funds in excess of the amounts needed to meet current expenses, not including pension funds, including those funds in chapters 175 and 185; trust funds; or funds related to the issuance of debt where there are other existing policies or indentures in effect for such funds;

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

Definitions—As defined in Florida Statutes Chapter 280 Security for Public Deposits:

Affiliate means an entity that is related through a parent corporation's controlling interest. The term also includes any financial institution holding company or any subsidiary or service corporation of such holding company.

Average daily balance means the average daily balance of public deposits held during the reported month. The average daily balance must be determined by totaling by account, the daily balances held by the depositor and then dividing the total by the number of calendar days in the month.

Chief Financial Officer means the mayor, manager, administrator, clerk, comptroller, treasurer, director of finance, or other local government official, regardless of the title of his or her office, charged with administering the fiscal affairs of a unit of local government.

Collateral-pledging level for qualified public depositories means the percentage of collateral required to be pledged as provided in F.S. 280.04 by a financial institution.

Current month means the month immediately following the month for which the monthly report is due from qualified public depositories.

Custodian means the Chief Financial Officer or any bank, savings association, or trust company that is organized and existing under the laws of this state, any other state, of the United States and has been approved by the Chief Financial Officer to act as a custodian.

Default or insolvency includes, without limitation, the failure or refusal of a qualified public depository to pay any check or warrant drawn upon sufficient and collected funds by any public depositor or to return any deposit on demand or at maturity together with interest as agreed; the issuance of an order by any supervisory authority restraining such depository from making payments of deposit liabilities; or the appointment of a receiver for such depository.

Eligible collateral means securities, Federal Home Loan Bank letters of credit, and cash, as designated in F.S. 280.13.

Financial institution means, including, but not limited to, an association, bank, brokerage firm, credit union, industrial savings bank, savings and loan association, trust company, or other type of financial institution organized under the laws of this state or any other state of the United States and doing business in and savings association.

Government unit means the state or any county, school district, community college district, special district, metropolitan government, or municipality, including any agency, board, bureau, commission, and institution of any of such entities, or any court.

Market value means the value of collateral calculated pursuant to F.S. 280.04.

Oversight board means the qualified public depository oversight board created in F.S. 280.071 for the purpose of safeguarding the integrity of the public deposits program and preventing the realization of loss assessments through standards, policies, and recommendations for actions to the Chief Financial Officer.

Pledged collateral means securities or cash held separately and distinctly by an eligible custodian for the benefit of the Chief Financial Officer to be used as security for Florida public deposits. This includes maturity and call proceeds.

Pledgor means the qualified public depository and, if one is used, operating subsidiary.

Previous month means the month or months immediately preceding the month for which a monthly report is due from qualified public depositories.

Public deposit means the moneys of the state or of any state university, county, school district, community college district, special district, metropolitan government, or municipality, including agencies, boards, bureaus, commissions, and institutions of any of the foregoing, or of any court, and includes the moneys of all county officers, including constitutional officers, that are placed on deposit in a bank, savings bank, or savings association and for which the bank, savings bank, or savings association is required to maintain reserves. This includes, but is not limited to, time deposit accounts, demand deposit accounts, and nonnegotiable certificates of deposit. Moneys in deposit notes and in other non-deposit accounts such as repurchase or reverse repurchase operations are not public deposits. Securities, mutual funds, and similar types of investments are not considered public deposits and shall not be subject to the provisions of this chapter.

Public depositor means the official custodian of funds for a governmental unit who is responsible for handling public deposits.

Public deposits program means such deposits as are covered by the Florida Security for Public Deposits Act that is contained in this chapter and any rule adopted under this chapter.

Qualified public depository means any bank, savings bank, or savings association that:

Is organized and exists under the laws of the United States, the laws of this state or any other state or territory of the United States.

Has its principal place of business in this state or has a branch office in this state which is authorized under the laws of this state or of the United States to receive deposits in this state.

Has deposit insurance under the provision of the Federal Deposit Insurance Act, as amended, 12 U.S.C. ss. 1811 et seq.

Has procedures and practices for accurate identification, classification, reporting, and collateralization of public deposits.

Meets all the requirements of this chapter.

Has been designated by the Chief Financial Officer as a qualified public depository.

Required collateral of a qualified public depository means eligible collateral having a market value equal to or in excess of the amount required pursuant to F.S. 280.04.

Short term means a maximum of six months of operation.

Chief Financial Officer's custody is a collateral arrangement governed by a contract between a designated Chief Financial Officer's custodian and the Chief Financial Officer. This arrangement requires collateral to be in the Chief Financial Officer's name in order to perfect the security interest.

Unit of local government means any governmental entity within the state that is not part of state government and shall include, but not be limited to, the following and the officers hereof: any county, municipality, school district, special district, clerk of the circuit court, sheriff, property appraiser, tax collector, supervisor of elections, authority, board, public corporations, or any other political subdivision of the state.

I. SCOPE

This investment policy applies to activities of the city with regard to investing the financial assets of all funds, except pension funds and trust funds, including the following:

- A. General Fund
- B. Special Revenue Funds
- C. Debt Service Funds- where there are no other existing policies or indentures in effect for such funds
- D. Capital Projects Funds
- E. Enterprise Funds
- F. Internal Service Funds

II. OBJECTIVES

Funds of the city will be invested in accordance with Florida Statutes Ch. 218 "Financial Matters Pertaining to Political Subdivisions" and Ch. 280 "Security for Public Deposits" which provide guidelines, policies, and written administrative procedures for the investment of public funds. The city's portfolio shall be managed in a manner conducive to attaining three primary objectives. The primary objectives, in priority order, of investment activities shall be safety of principal, liquidity, and yield.

A. Safety of principal

Safety is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.

1. Credit Risk

The City of Leesburg will minimize credit risk, which is the risk of loss due to the failure of the security issuer or backer, by:

- a. Limiting investments to the types of securities listed in this Investment Policy
- b. Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisers with which the City of Leesburg will do business.
- c. Diversifying the investment portfolio so that the impact of potential losses from any one type of security or from any one individual issuer will be minimized.

2. Interest Rate Risk

The City of Leesburg will minimize interest rate risk, which is the risk that the market value of securities in the portfolio will fall due to changes in market interest rates, by:

- a. Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
- b. Investing operating funds primarily in shorter-term securities, money market mutual funds, or similar investment pools and limiting the average maturity of the portfolio in accordance with this policy.

B. Liquidity

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands. Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets. Alternatively, a portion of the portfolio may be placed in money market mutual funds or local government investment pools which offer same day liquidity for short-term funds.

C. Yield

The investment portfolio shall be designed with the objective of attaining a market yield from the investments consistent with the portfolio's inherent risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall generally be held until maturity with the following exceptions:

1. A security with declining ratings, value or yield may be sold early to minimize loss of principal.
2. A security swap would improve the quality, yield, or target duration in the portfolio
3. Liquidity needs of the portfolio require that the security be sold.

III. STANDARDS OF CARE

A. Prudence

The standard of prudence to be applied by the investment officer shall be the prudent investor rule, which states, "investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived." The prudent investor rule shall be applied in the context of managing the overall portfolio.

The investment officer, acting in accordance with written procedures, and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported immediately and that appropriate action is taken to control adverse developments.

B. Ethics and Conflict of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decision. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City of Leesburg.

C. Delegation of Authority

The Finance Director, or designated representative, is designated as investment officer of the City and is responsible for investment decisions and activities. The investment officer shall develop and maintain written administrative procedures for the operation of the investment program, consistent with these policies. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the investment officer. The investment officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

D. Continuing Education

The Finance Director or designee must annually complete 8 hours of continuing education in subjects or courses of study related to investment practices and products.

IV. AUTHORIZED FINANCIAL INSTITUTIONS, DEPOSITORIES, AND BROKER/DEALERS

A. Authorized Financial Institutions, Depositories, and Brokers/Dealers

The City shall maintain a listing of financial institutions which are approved for investment purposes. Banks and savings and loan associations must be "Qualified Public Depositories" as defined by Florida Statute 280.01 through 280.20. Security dealers not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Bank, as primary dealers.

Additionally, the investment officer may purchase securities from non-primary securities dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule), with an office located in the State of Florida, and direct issuers of commercial paper and bankers' acceptances. Repurchase agreements will only be entered into with principals and not with third party brokers acting as agents.

B. Minority and Community Financial Institutions

From time to time, the investment officer may choose to invest in instruments offered by minority and community financial institutions. In such situations, a waiver to certain parts of the criteria under Paragraph A may be granted. All terms and relationships will be fully disclosed prior to purchase and will be reported to the City Commission on a consistent basis and should be consistent with state or local law. These types of investment purchases should be approved by the City Commission in advance.

V. SAFEKEEPING

A. Delivery vs. Payment

All trades of marketable securities will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds.

B. Safekeeping

All investment securities purchased by the city shall be held in safekeeping by an institution designated as primary agent. The primary agent shall issue a safekeeping receipt to the City listing the specific instrument, rate, maturity, and other pertinent information. The safekeeping institution shall annually provide a copy of their most recent report on internal controls (Statement of Auditing Standards No. 70, or SAS 70).

C. Internal Controls

The Finance Director or designated investment officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City of Leesburg are protected from loss, theft, or misuse. Details of the internal control system shall be documented in an investment procedures manual and shall be reviewed and updated annually. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (a) the cost of a control should not exceed the benefits likely to be derived and (b) the valuation of costs and benefits requires estimates and judgments by management.

It is the policy of the City to establish a system of internal controls, which shall be in writing, and may be stated substantially as follows:

1. Control of Collusion:

Collusion is where two or more employees are working in conjunction to defraud their employer.

2. Separation of functions:

By separating key functions and having different people perform each function, each person can perform a "check and balance" review of the other people in the same area.

3. Separation of transaction authority from accounting and record keeping:

By separating the person who authorizes or performs the transaction from the person or persons who record or otherwise account for the transaction, a proper separation of duties is achieved.

4. Custodial safekeeping:

Securities purchased from any bank or dealer, including appropriate collateral should be placed into a third party bank for custodial safekeeping.

5. Avoidance of bearer-form securities:

Bearer-form securities are much easier to convert to personal use than securities that are registered in the name of the City of Leesburg.

6. Avoidance of physical delivery securities:

Book-entry only securities are much easier to transfer and account for, since actual delivery is never taken. Physical delivery of securities must have proper safeguards. The potential for fraud or loss is greater with physical delivery securities.

7. Clear delegation of authority to subordinate staff members:

Subordinate staff must have a clear understanding of their authority and responsibility to avoid any improper action. Clear delegation of authority also preserves the internal control structure that is built around the various staff positions and their respective responsibilities.

8. Specific limitations regarding securities losses and remedial action to implement this policy:

Securities losses may be necessary to implement this investment policy. These losses should be restricted to specified purposes and proper documentation as well as required approval should be clearly defined for each staff person.

9. Written confirmation of telephone or other electronically initiated transactions for investments and wire transfers:

Due to the potential for error and improprieties arising from telephone or other electronically initiated transactions, all such transactions should be supported by written communications and approved by an individual other than the individual initiating said transaction.

10. Documentation of transactions and strategies:

All transactions and the strategies that were used to develop said transactions should be documented in writing and approved by the appropriate person.

11. Development of a wire transfer agreement with the banking institution with which the City has its primary banking relationship:

This agreement should outline the various controls and security provisions for making and receiving wire transfers.

VI. AUTHORIZED INVESTMENTS

A. Investment Types

All authorized investments shall include only those investments listed:

1. U.S. Treasury obligations (bills, notes, bonds) which carry the full faith and credit guarantee of the United States government and are considered to be the most secure instruments available;
2. U.S. Government Agency Securities and instruments of Government Sponsored Corporations obligations that have a liquid market with a readily determinable market value;
3. U.S. Government Securities;
4. Bankers' acceptances;
5. Repurchase agreements;
6. Certificates of deposit;
7. Local government investment pools either state-administered or developed through joint powers statutes and other intergovernmental agreement legislation pursuant to the provisions of F.S. 218.415 Ch. 16 (a) and the Florida Interlocal Cooperation Act as provided in

F.S.163.01.

8. Money market mutual funds regulated by the Securities and Exchange Commission and whose portfolios consist only of dollar-denominated securities.
9. State and/or Local Government Taxable and/or Tax-Exempt Debt - Securities must have a long term debt rating, at the time of purchase, at a minimum single "A" category by any two nationally recognized statistical rating organizations. If such obligations are rated by only one rating service, then such rating shall be a minimum "AA" category by a nationally recognized statistical rating organization. Ratings requirements for short-term debt shall be at least "MIG-2" by Moody's and SP-2" by Standard & Poor's or the equivalent by another nationally recognized statistical rating organization.
10. Commercial Paper – Must be rated, at the time of purchase, in the highest tier (e.g., A-1, P-1, or F-1 or higher) by a minimum of two nationally recognized statistical rating organizations. If the commercial paper is backed by a letter of credit (LOC), the long-term debt of the LOC provider must be rated A or better by at least two nationally recognized statistical rating organizations.
11. Corporate Notes - United States dollar denominated senior debt obligations issued by a corporation or bank that have a long term debt rating, at the time of purchase, at a minimum single "A" category by any two nationally recognized statistical rating organizations. If such obligations are rated by only one rating service, then such rating shall be a minimum "AA" category by a nationally recognized statistical rating organization.
12. Short-Term Bond Funds - Bonds funds shall be AAA rated or better by Standard & Poor's or the equivalent by another nationally recognized rating agency. Duration shall be no greater than 3 years.

All other investments, particularly those known as "derivatives" or "reverse repurchase agreements" are prohibited; without specific direction and oversight of a financial advisor and authorization by the Commission.

B. Collateralization

All securities should be held with a third party, and all securities purchased by, and all collateral obtained by the City should be properly designated as an asset of the City of Leesburg. No withdrawal of securities, in whole or in part, shall be made from safekeeping, except by an authorized staff member of the City. Security transactions between a broker-dealer and the custodian involving purchase or sale of securities by transfer of money or securities must be made on a "delivery vs. payment" basis, if applicable, to ensure that the custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction.

C. Master Repurchase Agreement

All approved institutions and dealers transacting repurchase agreements with the City shall execute a Master Repurchase Agreement with the City. All repurchase transactions shall adhere to the requirements of the Master Repurchase Agreement.

VII. INVESTMENT PARAMETERS

A. Diversification

It is the policy of the City of Leesburg to diversify its investment portfolios. To eliminate risk of loss resulting from the over-concentration of assets in a specific maturity, issuer, or class of securities, all cash and cash equivalent assets in all City funds shall be diversified by maturity, issuer, and class of security. Diversification strategies shall be determined and revised periodically by the investment officer for all funds covered by this resolution.

Investment Parameters

- United States Treasury Obligations/Government Securities - A maximum of one hundred percent (100%) of available funds may be invested in United States Treasury Obligations or government securities.
- United States Government Agencies and instruments of Government Sponsored Corporations - A maximum of eighty percent (80%) of available funds may be invested in U.S. government agencies and government sponsored corporations. A maximum of fifty percent (50%) of available funds may be invested in individual United States government agencies and government sponsored corporations.
- Bankers Acceptances- A maximum of twenty percent (25%) of available funds may be directly invested in bankers' acceptances. A maximum of five percent (5%) of available funds may be invested with any one issuer.
- Repurchase Agreements- A maximum of fifty percent (50%) of available funds may be invested in repurchase agreements excluding one (1) business day agreements and overnight sweep agreements. A maximum of twenty five percent (25%) of available funds may be invested with any one institution.
- Certificates of Deposit - A maximum of thirty percent (30%) of available funds may be invested in non-negotiable interest bearing time certificates of deposit or savings accounts in banks organized under the laws of this state and/or in national banks organized under the laws of the United States and doing business and situated in the state of Florida, provided that any such deposits are secured by the Florida Security for Public Deposits

Act, Chapter 280, F.S.. Additionally, the bank shall not be listed with any recognized credit watch information service. A maximum of twenty percent (20%) of available funds may be deposited with any one issuer.

- Local Government Investment Pools – Local government investment pools shall be rated “AAAm” by Standard & Poor’s or the equivalent by another rating agency. A maximum of 50% of available funds may be invested in intergovernmental investment pools. Money market mutual funds - The money market funds shall be rated “AAAm” or better by Standard & Poor’s or the equivalent by another rating agency. A maximum of fifty percent (50%) of available funds may be invested in money market funds. A maximum of twenty five percent (25%) of available funds may be invested with any one (1) money market fund.
- State and/or Local Government Taxable and/or Tax-Exempt Debt -A maximum of 20% of available funds may be invested in taxable and tax-exempt debt. A maximum of 5% of available funds may be invested with any one issuer.
- Commercial Paper -A maximum of 35% of available funds may be invested in prime commercial paper. A maximum of 10% of available funds may be invested with any one issuer.
- Corporate Notes - A maximum of 20% of available funds may be invested in corporate notes. A maximum of 5% of available funds may be invested with any one issuer.
- Short-Term Bond Funds- A maximum of 25% of available funds may be invested in short-term bond funds. A maximum of 10% of available funds may be invested with any one bond fund.

B. Maximum Maturities

To the extent possible, the City of Leesburg shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than five (5) years from the date of purchase or in accordance with state and local statutes and ordinances except as specifically set forth for reserve and long term funds. The City shall adopt weighted average maturity limitations (which often range from 90 days to 3 years), consistent with the investment objectives. Reserve funds and other funds with longer-term investment horizons may be invested in securities exceeding five (5) years if the maturities of such investments are made to coincide as nearly as practicable with the expected use of funds. The intent to invest in securities with longer maturities shall be disclosed in writing to the City Commission.

Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds such as local government investment pools, money market funds, or overnight repurchase agreements to ensure that appropriate liquidity is maintained to meet ongoing obligations.

1. Short-term versus long-term portfolio

Limitations on instrument, diversification, and maturity scheduling shall depend upon whether the funds being invested are considered short-term or long-term funds. All funds shall be considered short-term except those reserved for capital projects that will require long-term funding.

2. Short-term portfolio diversification

The City will diversify use of investment instruments to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions, or maturities.

3. Long-term portfolio diversification

Instruments and diversification for the long-term portfolio shall be the same as for the short-term portfolio.

Maturity scheduling shall be timed according to anticipated need.

C. Competitive Selection of Investment Instruments

After the City determines the approximate maturity date required for cash flow purposes, instruments which meet the maturity requirement will be considered. If no specific maturity is required, a market analysis may be conducted to determine which maturities would be most advantageous.

After the security in question has been selected, when feasible and appropriate, the security shall be competitively bid. The City will accept the bid which provides the highest rate of return within the maturity required and within the parameters of these policies.

VIII. REPORTING REQUIREMENTS

A. Methods

The investment officer shall generate frequent and regular reports for management purposes. In addition, the City Commission will be provided reports which will include data on investment instruments being held, as well as any narrative necessary for clarification. These reports shall include a listing of the securities held in the portfolio by class or type, book value, income earned and market value as of the report date.

B. Required Statement of Compliance with FL Statute Chapter 203-28 including Section 112.662.

Only pecuniary factors may be considered and the interests of the participants and beneficiaries of the City may not be subordinated to other objectives, including sacrificing investment return or undertaking additional investment risk to promote any nonpecuniary factor. The weight given to any pecuniary factor must appropriately reflect a prudent assessment of its impact on risk or returns.

B. Performance Measurement

For purposes of performance measurement, the rate of return or book value yield will be compared to the two year agency index which is a rolling average of two-year government agency securities held to maturity or another appropriate index comprised of government securities with a duration and asset mix that approximates the portfolio's.

IX. POLICY CONSIDERATIONS

A. Monitoring and adjusting the portfolio

The investment officer will routinely monitor the contents of the portfolio, the available markets, and the relative values of competing instruments, and will adjust the portfolio accordingly.

This investment policy shall be formally approved and adopted by the governing body of the City of Leesburg and reviewed annually.

This resolution shall become effective December 11, 2023.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida on the 11th of December 2023.

THE CITY OF LEESBURG, FLORIDA

BY: _____

Jimmy Burry, Mayor

Attest: _____

Andi Purvis, City Clerk

City of Leesburg-Consolidated Account

This portfolio is a consolidation of assets managed by Chandler Asset Management and assets managed internally by Client. Chandler relies on Client to provide accurate information for reporting assets and producing this compliance statement.

Category	Standard	Comment
Treasury Issues	5 years maximum maturity	<i>Complies</i>
Government Instrumentalities, GSEs	80% maximum; 50% max issuer; 5 years max maturity	<i>Complies</i>
Municipal Securities	A-/A3/A- or above by two NRSROs; min AA- or equivalent if only one rating; Min MIG-2 and SP-2 for short term debt (two ratings by S&P/Moody's or equivalent); 20% maximum; 5% max issuer; 5 years max maturity	<i>Complies</i>
Banker's Acceptances	25% max maturity; 5% max issuer	<i>Complies</i>
Commercial Paper	A-1, P-1 or F-1 min rating by two NRSROs; If LOC backed, LOC provider must be rated A or better by two NRSROs; 35% maximum; 10% max issuer	<i>Complies</i>
CDs/TDs	30% maximum; 20% max issuer; 5 years max maturity; Secured by Florida Security for Public Deposits Act, Chapter 280	<i>Complies</i>
Repurchase Agreements	50% maximum; 25% max issuer (excludes 1 business day agreements and overnight sweep agreements); 5 years max maturity	<i>Complies</i>
US Corporate (MTN)	A-/A3/A- or above by two NRSROs; min AA- or equivalent if only one rating; 20% maximum; 5% max issuer; 5 years max maturity	<i>Complies</i>
Money Market Fund	AAA or equivalent by one rating agency; 50% maximum; 25% max issuer	<i>Complies</i>
LGIP	AAA or equivalent by one rating agency; 15% maximum; Not used by IA	<i>Does not comply*</i>
Short-term Bond Funds	AAA or equivalent by one rating agency; 25% maximum; 10% max issuer; 3 years max duration	<i>Complies</i>
Maximum Maturity	5 years maximum maturity	<i>Complies</i>

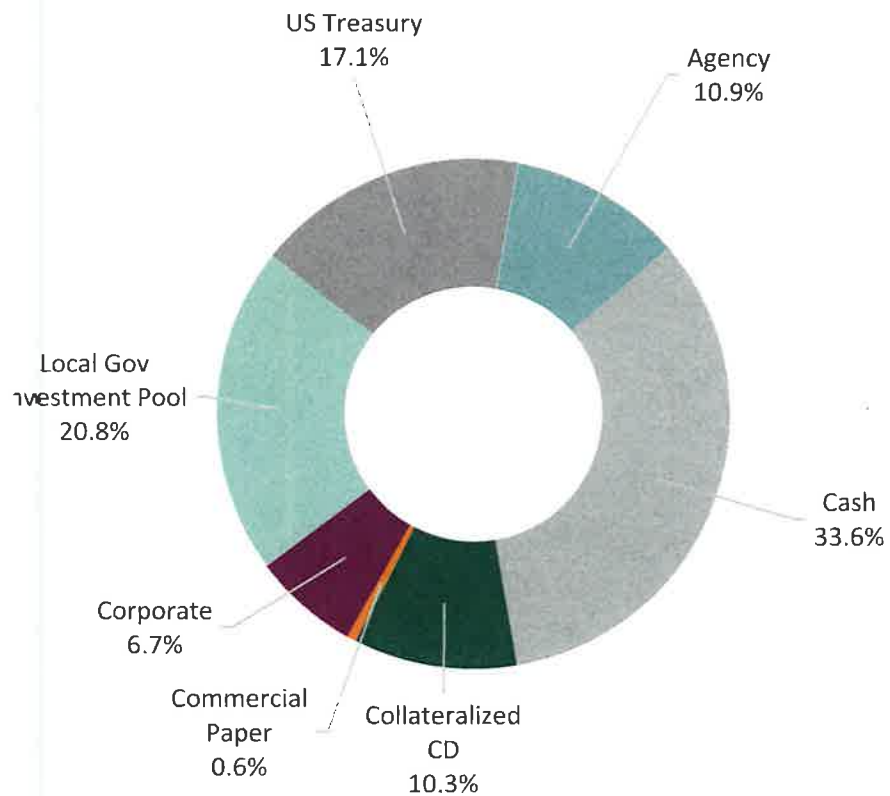
**LGIP is at 20.8%*

Sector Distribution

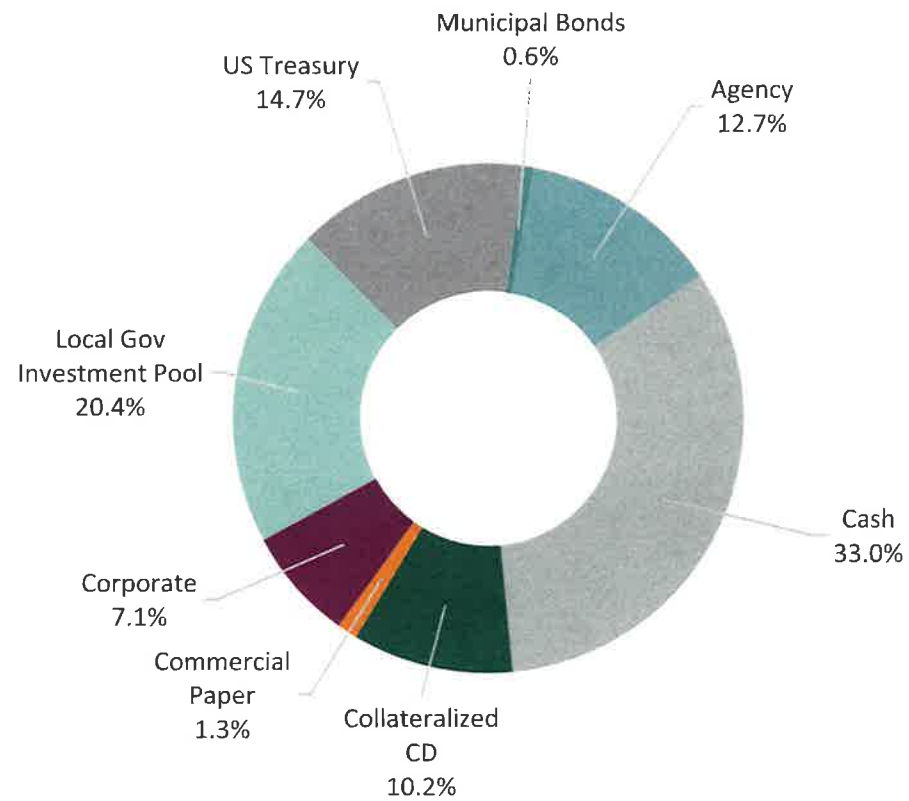
As of September 30, 2023

Leesburg Consolidated

September 30, 2023



June 30, 2023



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.9.

Meeting Date: December 11, 2023

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement from Florida Gift Fruit Delivery, Inc., a Florida corporation, and Key Scales Ford, Inc., a Florida corporation, affecting the property described therein; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution for a Utility Easement from Florida Gift Fruit Delivery, Inc., a Florida corporation, and Key Scales Ford, Inc., a Florida corporation, affecting the property described in the document.

Analysis:

Florida Gift Fruit Delivery, Inc., a Florida corporation, and Key Scales Ford, Inc., a Florida corporation, are granting a Utility Easement to the City of Leesburg, Florida for the purpose of construction, installation, repair, maintenance, replacement, and improvement of underground electricity.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING A UTILITY EASEMENT FROM FLORIDA GIFT FRUIT DELIVERY, INC., A FLORIDA CORPORATION, AND KEY SCALES FORD, INC., A FLORIDA CORPORATION, AFFECTING THE PROPERTY DESCRIBED THEREIN; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Utility Easement granted to the City of Leesburg by Florida Gift Fruit Delivery, Inc., a Florida corporation, and Key Scales Ford, Inc., a Florida corporation, over, under, upon, across, through and within the real property described in the document, is hereby accepted.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 11th day of December 2023.

Mayor

ATTEST:

City Clerk

Prepared by/return to:
William Grant Watson, Esq.
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, Florida 32757

UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT ("Easement") is hereby granted by **FLORIDA GIFT FRUIT DELIVERY, INC.** a Florida corporation, whose mailing address is 1719 Citrus Blvd., Leesburg, Florida 34748, and **KEY SCALES FORD, INC.**, a Florida corporation, whose mailing address is 1719 Citrus Blvd., Leesburg, FL 34748 ("GRANTORSS") to **THE CITY OF LEESBURG, FLORIDA**, a Florida municipal corporation, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns ("GRANTEE");

WITNESSETH:

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

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

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

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

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

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

WITNESSES:

GRANTOR:

FLORIDA GIFT FRUIT DELIVERY, INC., a
Florida corporation

Lenore J. Spencer
Signature
Lenore J. Spencer
Printed Name

Cathy Brown
Signature
Cathy Brown
Printed Name

By Harriet C. Scales
Harriet C. Scales, President

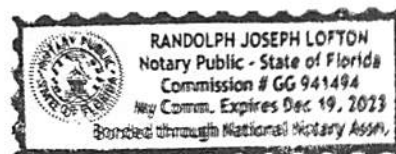
STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 8 day of November, 2023, by Harriet C. Scales, as President of Florida Gift Fruit Delivery, Inc., a Florida corporation, who is ☐ personally known to me or ☐ who produced the following identification:

Randolph J. Lofton
Notary Public Signature
Randolph J. Lofton
Notary Public Name

My Commission Number:
My Expiration Date:

(seal)



WITNESSES:

Lenore J. Spencer
Signature

Lenore J. Spencer
Printed Name

City of New
Signature

City of New
Printed Name

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 8 day of November, 2023, by Harriet C. Scales, as President of Key Scales Ford, Inc., a Florida corporation, who is ☐ personally known to me or ☐ who produced the following identification:

My Commission Number:
My Expiration Date:

GRANTOR:

KEY SCALES FORD, INC., a Florida corporation

By Harriet C. Scales
Harriet C. Scales, President

Randolph J. Lofton
Notary Public Signature
Randolph J. Lofton
Notary Public Name

(seal)

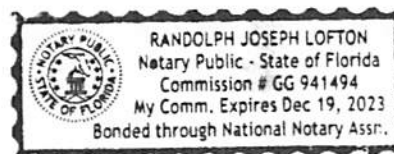


EXHIBIT "A"

SECTION 15, TOWNSHIP 19 SOUTH, RANGE 24 EAST, CITY OF LEESBURG, LAKE COUNTY, FLORIDA NOT A BOUNDARY SURVEY

DESCRIPTION:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 19 SOUTH, RANGE 24 EAST, CITY OF LEESBURG, LAKE COUNTY, FLORIDA; THENCE S. 00°23'34" W., A DISTANCE OF 226.90 FEET; THENCE S. 89°36'26" E., A DISTANCE OF 9.46 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N. 58°50'08" E., A DISTANCE OF 3.11 FEET; THENCE N. 26°34'06" E., A DISTANCE OF 63.26 FEET; THENCE N. 58°51'35" E., A DISTANCE OF 6.91 FEET; THENCE S. 31°08'25" E., A DISTANCE OF 10.00 FEET; THENCE S. 58°51'35" W., A DISTANCE OF 4.01 FEET; THENCE S. 26°34'06" W., A DISTANCE OF 59.92 FEET; THENCE S. 31°09'52" E., A DISTANCE OF 2.52 FEET; THENCE S. 58°50'08" W., A DISTANCE OF 10.00 FEET; THENCE N. 31°09'52" W., A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 758 SQUARE FEET, MORE OR LESS.



NOTES:

- 1) BEARINGS ARE BASED ON THE NORTH LINE OF THE NW 1/4 OF THE S.E. 1/4 OF SECTION 15, TOWNSHIP 19 SOUTH, RANGE 24 EAST.
- 2) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP OR ANY OTHER INSTRUMENT OF RECORD BY THIS FIRM.
- 3) CERTIFICATION LIMITED TO PARTIES NAMED HEREON.
- 4) REPRODUCTIONS OF THIS PLAT ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 5) THIS SKETCH WAS PREPARED TO ACCOMPANY THE DESCRIPTION SHOWN HEREON AS REQUIRED BY CHAPTER 54-F, STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.021 FLORIDA STATUTES AND DOES NOT REPRESENT, IN ANY WAY, A SURVEY OF SAID LAND DESCRIPTION.
- 6) THE SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL OR ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THE SEAL APPEARS ON THIS DOCUMENT HAS AUTHORIZED BY THE SIGNING SURVEYOR SHOWN HEREON.

VICINITY MAP (NOT TO SCALE)

SKETCH OF DESCRIPTIONS
OF 10.00' WIDE UTILITY EASEMENT
certified to:
KEY SCALES FORD, INC.
and
CITY OF LEESBURG

SHEET 1 OF 2 SHEETS
(SEE SHEET 2 OF 2 FOR SKETCH)



DRAWN BY: R.W.H. DATE: 08/15/23
CHECKED BY: D.C.W. DATE: 08/15/23
FILE: SURVEY15-1229 SHEET 1 OF 2

RONALD H. HERR
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 4907

PHONE: (352)753-6511

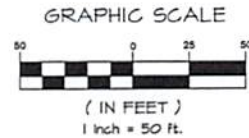
FAX: (352)753-0374

WSI PROFESSIONAL
SURVEYING
& MAPPING
WADE SURVEYING, INC.
LB-6314

1608 TRACY AVENUE

LADY LAKE, FLORIDA 32159

SECTION 15, TOWNSHIP 19 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG,
LAKE COUNTY, FLORIDA
NOT A BOUNDARY SURVEY



N.W. CORNER OF
THE S.E. 1/4 OF
SECTION 15-19-24
PD. RAIL ROAD SPIKE
UNNUMBERED

(PUBLIC RIGHT OF WAY)
TALLY ROAD
(20' WIDE ASPHALT ROAD)

N. LINE OF THE N.E. 1/4
OF THE S.E. 1/4 OF
SECTION 15-19-24

N. LINE OF THE N.W. 1/4
OF THE S.E. 1/4 OF
SECTION 15-19-24

ALTERNATE KEY 1699860

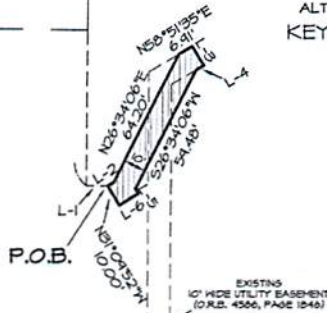
500'±354'±
226'±0'

P.O.C.
N.W. CORNER OF THE
NORTHEAST 1/4 OF THE
SOUTHEAST 1/4 OF 15-19-24
ALSO BEING:
N.E. CORNER OF THE
NORTHWEST 1/4 OF THE
SOUTHEAST 1/4 OF 15-19-24
PD. NAIL & CAP
RLS 50'± IN ROAD

(PUBLIC RIGHT OF WAY)
U.S. HIGHWAY NO. 441-27
(CITRUS BOULEVARD)
(100'± WIDE RIGHT OF WAY)

ALTERNATE KEY 1712249
KEY SCALES FORD

LINE TABLE		
LINE	BEARING	DISTANCE
L-1	S69°36'26"E	9.46'
L-2	N58°50'08"E	3.11'
L-3	S31°08'25"E	10.00'
L-4	S58°51'35"W	4.01'
L-5	S31°04'52"E	2.52'
L-6	S58°50'08"W	10.00'



NOTES:

- 1) BEARINGS ARE BASED ON THE NORTH LINE OF THE N.W. 1/4 OF THE S.E. 1/4 OF SECTION 15, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AS BEING N. 89°46'30" W, ASSUMED MERIDIAN.
- 2) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP OR ANY OTHER INSTRUMENT OF RECORD BY THIS FIRM.
- 3) CERTIFICATION LIMITED TO PARTIES NAMED HEREON.
- 4) REPRODUCTIONS OF THIS PLAT ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 5) THIS SKETCH WAS PREPARED TO ACCOMPANY THE DESCRIPTION SHOWN HEREON AS REQUIRED BY CHAPTER 5J-17, STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027 FLORIDA STATUTES AND DOES NOT REPRESENT, IN ANY WAY, A SURVEY OF SAID LAND.
- 6) THE SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL OR ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY THE SIGNING SURVEYOR SHOWN HEREON.

ABBREVIATIONS:

N = NORTH
S = SOUTH
E = EAST
W = WEST
LB = LICENSED BUSINESS
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
O.R.B. = OFFICIAL RECORDS BOOK
U.E. = UTILITY EASEMENT

SKETCH OF DESCRIPTIONS
OF 10.00' WIDE UTILITY EASEMENT
certified to:
KEY SCALES FORD, INC.
and
CITY OF LEESBURG



SHEET 2 OF 2 SHEETS
(SEE SHEET 1 OF 2 FOR DESCRIPTION)

OWNER BY: R.W.H. DATE: 08/15/23
DESIGNED BY: D.C.W. DRAWING NO.: B-17472
FILE: SURV1716/18-1229 SHEET 2 OF 2

RONALD W. HERR
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 4907

PHONE: (352)753-6511

FAX: (352)753-0374

WSI PROFESSIONAL
SURVEYING
& MAPPING
WADE SURVEYING, INC.
LB-6514

1608 TRACY AVENUE

LADY LAKE, FLORIDA 32159

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.10.

Meeting Date: December 11, 2023

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a conveyance of real property from Leesburg Partnership III, LLC, in furtherance of the Asset Transfer Agreement between the City of Leesburg and Leesburg Partnership, Inc., Leesburg Partnership II, Inc., and Leesburg Partnership III, LLC; and providing an effective date.

Staff Recommendation:

Staff recommends approving the Resolution to accept the deed and conveyance of property from Leesburg Partnership III, LLC.

Analysis:

On September 11, 2023, the City Commission approved an Asset Transfer Agreement (the “Asset Transfer Agreement”) with Leesburg Partnership, Inc., Leesburg Partnership II, Inc., and Leesburg Partnership III, LLC (the “Leesburg Partnership Entities”) which addresses the transition of City of Leesburg Event management from the Leesburg Partnership Entities to the City of Leesburg. One of the critical components of the Asset Transfer Agreement requires the Leesburg Partnership Entities to transfer property associated with City of Leesburg Events to the City of Leesburg.

Leesburg Partnership III, LLC, is the owner of a commercial parking lot parcel located on S. 3rd Street, which has been identified as an asset to be transferred to the City of Leesburg pursuant to the Asset Transfer Agreement. The parcel is approximately .20 acres and is described more particularly in the Special Warranty Deed included in the agenda packet materials. The deed has been signed and delivered but must be accepted by the City Commission before it can be recorded.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING A CONVEYANCE OF REAL PROPERTY FROM LEESBURG PARTNERSHIP III, LLC, IN FURTHERANCE OF THE ASSET TRANSFER AGREEMENT BETWEEN THE CITY OF LEESBURG AND LEESBURG PARTNERSHIP, INC., LEESBURG PARTNERSHIP II, INC., AND LEESBURG PARTNERSHIP III, LLC; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Special Warranty Deed from Leesburg Partnership III, LLC, to the City of Leesburg, Florida, dated November 11, 2023, regarding Parcel ID # 26-19-24-4000-001-01100, is hereby accepted, and the City Manager and City Clerk are authorized to record the Special Warranty Deed on behalf of the City.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 11th day of December 2023.

Mayor

ATTEST:

City Clerk

Prepared by and return to:
William Grant Watson, Esq.
Attorney at Law
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, FL 32757
352-357-0330

Parcel Id: 26-19-24-4000-001-01100

[Space Above This Line For Recording Data]

Special Warranty Deed

This Special Warranty Deed made this 11th day of November, 2023 between Leesburg Partnership III, LLC, a Florida limited liability company, whose post office address is 401 West Magnolia Street, Leesburg, Florida 34748, grantor, and The City of Leesburg, Florida, a Florida municipal corporation whose post office address is 501 West Meadow Street, Leesburg, Florida 34748, grantee:

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

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

Lots 11 and 14, less the West 39.10 feet thereof, Block 1 of Clark's Subdivision in the City of Leesburg, Florida, according to the plat thereof, recorded in Plat Book 4, Page 35, of the Public Records of Lake County, Florida.

The legal description was furnished to the preparer of this instrument by the Grantor, and the preparer assumes no responsibility for its accuracy. No Party to this transaction has requested the preparer of this instrument to perform a title search or survey on the premises conveyed, nor has the preparer rendered a title search or opinion of title for any party to this transaction.

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

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

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

Signed, sealed and delivered in our presence:

LEESBURG PARTNERSHIP III, LLC, a Florida
limited liability company,

Maria C. Olmstead Amanda Wettstein
Witness Name: Maria C. Olmstead Amanda Wettstein, President

Tharon Gibbons
Witness Name: Tharon Gibbons

State of Florida
County of Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14th day of November, 2023 by Amanda Wettstein, as president of Leesburg Partnership III, LLC, a Florida limited liability company, who ☐ is personally known or ☒ has produced a driver's license as identification.



Maria C. Olmstead
Notary Public
Printed Name: Maria C. Olmstead
My Commission Expires: 7/20/26

RECORDATION REQUESTED BY:

United Southern Bank
Leesburg Corporate Office
PO Drawer 29
Umatilla, FL 32784

WHEN RECORDED MAIL TO:

United Southern Bank
PO Drawer 29
Umatilla, FL 32784



This Mortgage prepared by:

Name: Shelley West, Employee of
Company: United Southern Bank
Address: PO Drawer 29, Umatilla, FL 32784

MORTGAGE

MAXIMUM LIEN. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$30,000.00, plus interest, and amounts expended or advanced by Lender for the payment of taxes, levies or insurance on the Property, and interest on such amounts.

THIS MORTGAGE dated September 16, 2013, is made and executed between **LEESBURG PARTNERSHIP III, LLC** a Florida limited liability company, whose address is **PO BOX 490043, LEESBURG, FL 34749-0043** (referred to below as "Grantor") and **United Southern Bank**, whose address is **PO Drawer 29, Umatilla, FL 32784** (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in **Lake County, State of Florida:**

Lot 11 and 14, less the West 39.10 feet thereof, Block 1 of Clark's Subdivision in the City of Leesburg, Florida, according to the plat thereof, recorded in Plat Book 4, Page 35, of the Public Records of Lake County, Florida.

The Real Property or its address is commonly known as **XXX South 3rd Street, Leesburg, FL 34748**. The Real Property tax identification number is **2619244000-001-01100**.

REVOLVING LINE OF CREDIT. This Mortgage secures the Indebtedness including, without limitation, a revolving line of credit under which, upon request by Borrower, Lender at Lender's option, within twenty (20) years from the date of this Mortgage, may make future advances to Borrower. Such future advances, together with interest thereon, are secured by this Mortgage.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$30,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all Indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property;

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**MORTGAGE
(Continued)**

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and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Subsequent Liens. Grantor shall not allow any subsequent liens or mortgages on all or any portion of the Property without the prior written consent of Lender.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, of any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Florida law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss

Loan No: 46334

**MORTGAGE
(Continued)**

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if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

TAX AND INSURANCE RESERVES. Subject to any limitations and consistent with any requirements set by applicable law, Lender may require Grantor to maintain with Lender reserves for payment of annual taxes, assessments, and insurance premiums, which reserves shall be created by an initial deposit and subsequent monthly payments, or payments at such other interval as payments under the Note may be due, of a sum estimated by Lender to be sufficient to pay the total annual taxes, assessments, and insurance premiums Lender reasonably anticipates to be paid from these reserves. The reserve funds shall be held by Lender as a general deposit from Grantor, which Lender may satisfy by payment of the taxes, assessments, and insurance premiums required to be paid by Grantor as they become due. Lender shall have the right to draw upon the reserve funds to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Mortgage shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. Subject to any limitations set by applicable law, if the reserve funds disclose a shortage or deficiency, Grantor shall pay such shortage or deficiency as required by Lender. All amounts in the reserve account are hereby pledged to further secure the Indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the Indebtedness upon the occurrence of an Event of Default. Lender shall not be required to pay any interest or earnings on the reserve funds unless required by law or agreed to by Lender in writing. Lender does not hold the reserve funds in trust for Grantor, and Lender is not Grantor's agent for payment of the taxes and assessments required to be paid by Grantor.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY: DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all intangible personal property taxes, documentary stamp taxes, fees, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax, including without limitation an intangible personal property tax, upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

Loan No: 46334

**MORTGAGE
(Continued)**

Page 4

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower and Grantor pay all the Indebtedness when due, and Grantor otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution or termination of Borrower's or Grantor's existence as a going business, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Borrower would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender personally, or by Lender's agents or attorneys, may enter into and upon all or any part of the Property, and may exclude Grantor, Grantor's agents and servants wholly from the Property. Lender may use, operate, manage and control the Property.

**MORTGAGE
(Continued)**

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Lender shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the Property and every part thereof, all of which shall for all purposes constitute property of Grantor. After deducting the expenses of conducting the business thereof, and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements and amounts necessary to pay for taxes, assessments, insurance and prior or other property charges upon the Property or any part thereof, as well as just and reasonable compensation for the services of Lender. Lender shall apply such monies first to the payment of the principal of the Note, and the interest thereon, when and as the same shall become payable and second to the payment of any other sums required to be paid by Grantor under this Mortgage.

Appoint Receiver. In the event of a suit being instituted to foreclose this Mortgage, Lender shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver of any or all of the Property, and of all rents, incomes, profits, issues and revenues thereof, from whatsoever source. The parties agree that the court shall forthwith appoint such receiver with the usual powers and duties of receivers in like cases. Such appointment shall be made by the court as a matter of strict right to Lender and without notice to Grantor, and without reference to the adequacy or inadequacy of the value of the Property, or to Grantor's solvency or any other party defendant to such suit. Grantor hereby specifically waives the right to object to the appointment of a receiver and agrees that such appointment shall be made as an admitted equity and as a matter of absolute right to Lender, and consents to the appointment of any officer or employee of Lender as receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby waive any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or Borrower and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Florida.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Lake County, State of Florida.

Joint and Several Liability. All obligations of Borrower and Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Mortgage. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Mortgage.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such

MORTGAGE (Continued)

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right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party. (Initial Here *for JRCM*)

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means LEESBURG PARTNERSHIP INC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means LEESBURG PARTNERSHIP III, LLC.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. However, "Indebtedness" shall not include any liabilities and obligations under any interest rate protection agreements or foreign currency exchange agreements or commodity price protection agreements, unless otherwise agreed in writing by Grantor and Lender.

Lender. The word "Lender" means United Southern Bank, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated September 16, 2013, in the original principal amount of \$30,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The final maturity date of the Note is September 16, 2016. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**MORTGAGE
(Continued)**

Loan No: 46334

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

LEESBURG PARTNERSHIP III, LLC

LEESBURG PARTNERSHIP INC, Managing Member of LEESBURG PARTNERSHIP III, LLC

By: [Signature]
STEPHEN KNOWLES, President of LEESBURG PARTNERSHIP INCBy: [Signature]
GREG THORPE, Vice President of LEESBURG PARTNERSHIP INCBy: [Signature]
JAMES REDISKE, Secretary of LEESBURG PARTNERSHIP INCBy: [Signature]
JOYCE HUEY, Treasurer of LEESBURG PARTNERSHIP INC

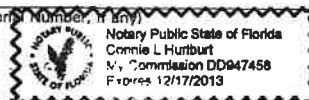
WITNESSES:

x [Signature]x [Signature]**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**STATE OF FloridaCOUNTY OF Alake

The foregoing instrument was acknowledged before me this 18th day of September, 2013 by STEPHEN KNOWLES, President of LEESBURG PARTNERSHIP INC, Managing Member of LEESBURG PARTNERSHIP III, LLC; GREG THORPE, Vice President of LEESBURG PARTNERSHIP INC, Managing Member of LEESBURG PARTNERSHIP III, LLC; JAMES REDISKE, Secretary of LEESBURG PARTNERSHIP INC, Managing Member of LEESBURG PARTNERSHIP III, LLC; and JOYCE HUEY, Treasurer of LEESBURG PARTNERSHIP INC, Managing Member of LEESBURG PARTNERSHIP III, LLC, member (or agent), each on behalf of LEESBURG PARTNERSHIP III, LLC, a limited liability company. They are personally known to me or have produced N/A as identification.

[Signature]
(Signature of Person Taking Acknowledgment)CONNIE L. HURLBURT
(Name of Acknowledger Typed, Printed or Stamped)Notary Public
(Title or Rank)

(Serial Number, if any)



RECORDATION REQUESTED BY:

United Southern Bank
Leesburg Corporate Office
PO Drawer 29
Umatilla, FL 32784

WHEN RECORDED MAIL TO:

RETURN  United Southern Bank
PO Drawer 29
Umatilla, FL 32784

This Modification of Mortgage prepared by:

Name: Nikki Brkhofer, an employee of
Company: United Southern Bank
Address: PO Drawer 29, Umatilla, FL 32784

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 31, 2022, is made and executed between LEESBURG PARTNERSHIP III, LLC, a Florida limited liability company, whose address is 401 W MAGNOLIA ST, LEESBURG, FL 34748-5839 (referred to below as "Grantor") and United Southern Bank, whose address is PO Drawer 29, Umatilla, FL 32784 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 18, 2013 (the "Mortgage") which has been recorded in LAKE County, State of Florida, as follows:

Mortgage recorded on October 2, 2013 in OR Book 4386 Page 1594 ; modified by Modification of Mortgage recorded November 15, 2016 in OR Book 4863, Page 150; further modified by Mortgage Modification and Extension Agreement recorded November 20, 2019 in OR Book 5377, Page 972, all in the Public Records of Lake County, Florida

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in LAKE County, State of Florida:
as described in that certain mortgage described in the previous paragraph, together with any modification thereof.

The Real Property or its address is commonly known as XXX SOUTH 3RD ST, LEESBURG, FL 34748. The Real Property tax Identification number is 2619244000-001-01100.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

Extend the maturity date of a Credit Agreement secured by the above referenced mortgage to October 31, 2027 and other terms thereof and will be for all principal and interest not yet paid. All other terms and conditions remain unchanged and in full force and effect.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

CHOICE OF VENUE. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Lake County, State of Florida.

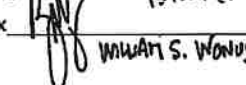
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 31, 2022.

GRANTOR:

LEESBURG PARTNERSHIP III, LLC, A FLORIDA LIMITED LIABILITY COMPANY

By: 
AMANDA J WETTSTEIN, Manager of LEESBURG PARTNERSHIP III, LLC, a
Florida limited liability company

WITNESSES:

x  Amber Prescott
x  Mwan S. Watus

MODIFICATION OF MORTGAGE (Continued)

Loan No: 46334

Page 2

LENDER:

UNITED SOUTHERN BANK

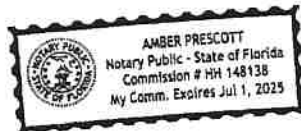
X

Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Florida)
) SS
COUNTY OF Lake)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1 day of November, 2022, by AMANDA J WEITSTEIN, Manager of LEESBURG PARTNERSHIP III, LLC, a Florida limited liability company, member (or agent), each on behalf of LEESBURG PARTNERSHIP III, LLC, a Florida limited liability company, a limited liability company. He or she is personally known to me or has produced as identification.



Amber Prescott
(Signature of Person Taking Acknowledgment)

Amber Prescott
(Name of Acknowledger Typed, Printed or Stamped)

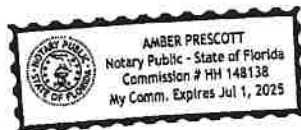
Notary Public
(Title or Rank)

(Serial Number, if any)

LENDER ACKNOWLEDGMENT

STATE OF Florida)
) SS
COUNTY OF Lake)

This instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1 day of November, 2022, by William Womus as ovp of United Southern Bank. He or she is personally known to me or has produced ovp as identification.



Amber Prescott
(Signature of Person Taking Acknowledgment)

Amber Prescott
(Name of Acknowledger Typed, Printed or Stamped)

Notary Public
(Title or Rank)

(Serial Number, if any)

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.11.

Meeting Date: December 11, 2023

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, approving funding from the General Fund of the City of Leesburg in Fiscal Year 2024 up to \$500,000.00 for Bike Fest 2024; authorizing the City Manager to make individual purchases and/or incur individual expenses up to \$75,000.00 within the budget; providing conditions; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the Resolution approving funding from the General Fund in Fiscal Year 2024 up to \$500,000.00 for Bike Fest 2024; and authorizing the City Manager to make individual purchases and/or incur individual expenses up to \$75,000.00 within the budget.

Analysis:

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, APPROVING FUNDING FROM THE GENERAL FUND OF THE CITY OF LEESBURG IN FISCAL YEAR 2024 UP TO \$500,000.00 FOR BIKE FEST 2024; AUTHORIZING THE CITY MANAGER TO MAKE INDIVIDUAL PURCHASES AND/OR INCUR INDIVIDUAL EXPENSES UP TO \$75,000.00 WITHIN THE BUDGET; PROVIDING CONDITIONS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on November 13, 2023, the City Commission of the City of Leesburg, Florida, approved funding out of the General Fund of the City of Leesburg in fiscal year 2024 of up to \$500,000 for Bike Fest 2024; and

WHEREAS, in furtherance of such approval, the City Commission wishes to authorize the City Manager to make individual purchases and/or incur individual expenses up to \$75,000.00 within the budget for Bike Fest 2024, and require periodic reporting regarding the finances, expenditures, and operation of the event;

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

Section 1. Approval of Funding. The City Commission of the City of Leesburg, Florida, hereby approves funding from the General Fund of the City of Leesburg in fiscal year 2024 of up to \$500,000 for Bike Fest 2024.

Section 2. Funding Purposes. The funding authorized hereby may be used for the planning, hosting, promotion, and operation of Bike Fest 2024.

Section 3. Individual Expense Limitations. The City Manager is authorized to incur individual expenses and/or make individual purchases up to \$75,000.00 within the budget.

Section 4. Replenishment. Revenue generated from Bike Fest 2024 shall be utilized to replenish the funding provided hereby.

Section 5. Reporting. The City Manager shall provide periodic reports to the City Commission regarding the finances, expenses and operation of Bike Fest 2024, and shall provide such other reports regarding the event as requested by the City Commission.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 11th day of December 2023.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: December 11, 2023

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

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 135 +/- acres from City of Leesburg RE-1 (Estate Density Residential) to City of Leesburg PUD (Planned Unit Development) to allow for single-family residential development for a property generally located south of Florida Turnpike and east of County Road 33, lying in Sections 27 and 34, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Tierra Vista PUD)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from City of Leesburg RE-1 (Estate Density Residential) to City of Leesburg PUD (Planned Unit Development) to allow for single-family residential development.

Analysis:

The project site is approximately 135 +/- acres, and is generally located south of Florida Turnpike and east of County Road 33 as shown on the attached maps. At this time, the property is undeveloped pasture. The proposal will allow for the development of the property with 371 single-family residential units, with 276 lots at 50' x 120' and 95 lots at 60' x 120'. The existing land uses surrounding the property are residential, agriculture, and vacant residential. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on October 19, 2023 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to PUD (Planned Unit Development); or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

There is no direct fiscal impact to the City for this action. Future development of the property will increase this anticipated impact from collection of impact fees, ad valorem taxes and utility charges.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 135 +/- ACRES FROM CITY OF LEESBURG RE-1 (ESTATE DENSITY RESIDENTIAL) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR SINGLE-FAMILY RESIDENTIAL DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED SOUTH OF FLORIDA TURNPIKE AND EAST OF COUNTY ROAD 33, LYING IN SECTIONS 27 AND 34, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (TIERRA VISTA PUD)

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

Section 1.

Based upon the petition of Ben Snyder (Hanover Land Company, Petitioner) for Aguia Marina, LLC, 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 City of Leesburg RE-1 (Estate Density Residential) to City of Leesburg PUD (Planned Unit Development) to-wit:

(Legal Description)
(See Exhibit A)

Section 2.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____ 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Tierra Vista – East of CR 33 and south of FL Turnpike
PUD-23-456
AK#: 1035422, 1296633
Legal Description Provided by Applicant
Friday, September 29, 2023

Legal Description

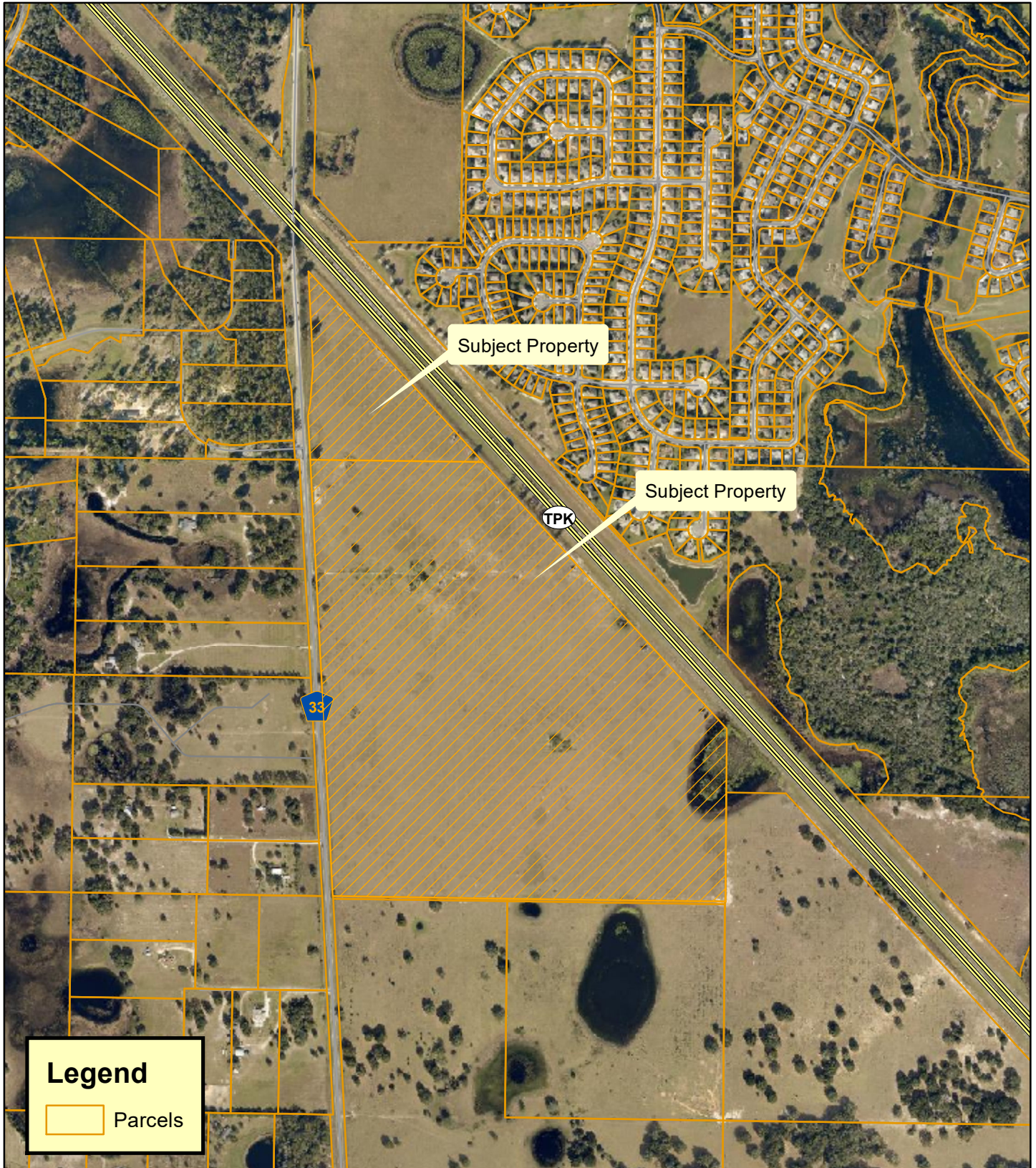
Parcel 1 (Alt Key No. 1035422):

The South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 27, Township 20 South, Range 24, East, in Lake County, Florida, lying East of State Road 33 and South of the Florida State Turnpike. LESS AND EXCEPT that portion of the above described property conveyed to the Florida State Turnpike Authority by deed recorded O.R. Book 211, Page 143, of the Public Records of Lake County, Florida.

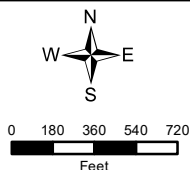
Parcel 2 (Alt Key No. 1296633):

The Northeast $\frac{1}{4}$ of Section 34, Township 20 South, Range 24, East, in Lake County, Florida, lying East of State Road 33 and South of the Florida State Turnpike. LESS AND EXCEPT that portion of the above described property conveyed to the Florida State Turnpike Authority by deed recorded O.R. Book 211, Page 143, of the Public Records of Lake County, Florida.

Aerial



**Planning
& Zoning
Division**



PUD-23-456

Tierra Vista

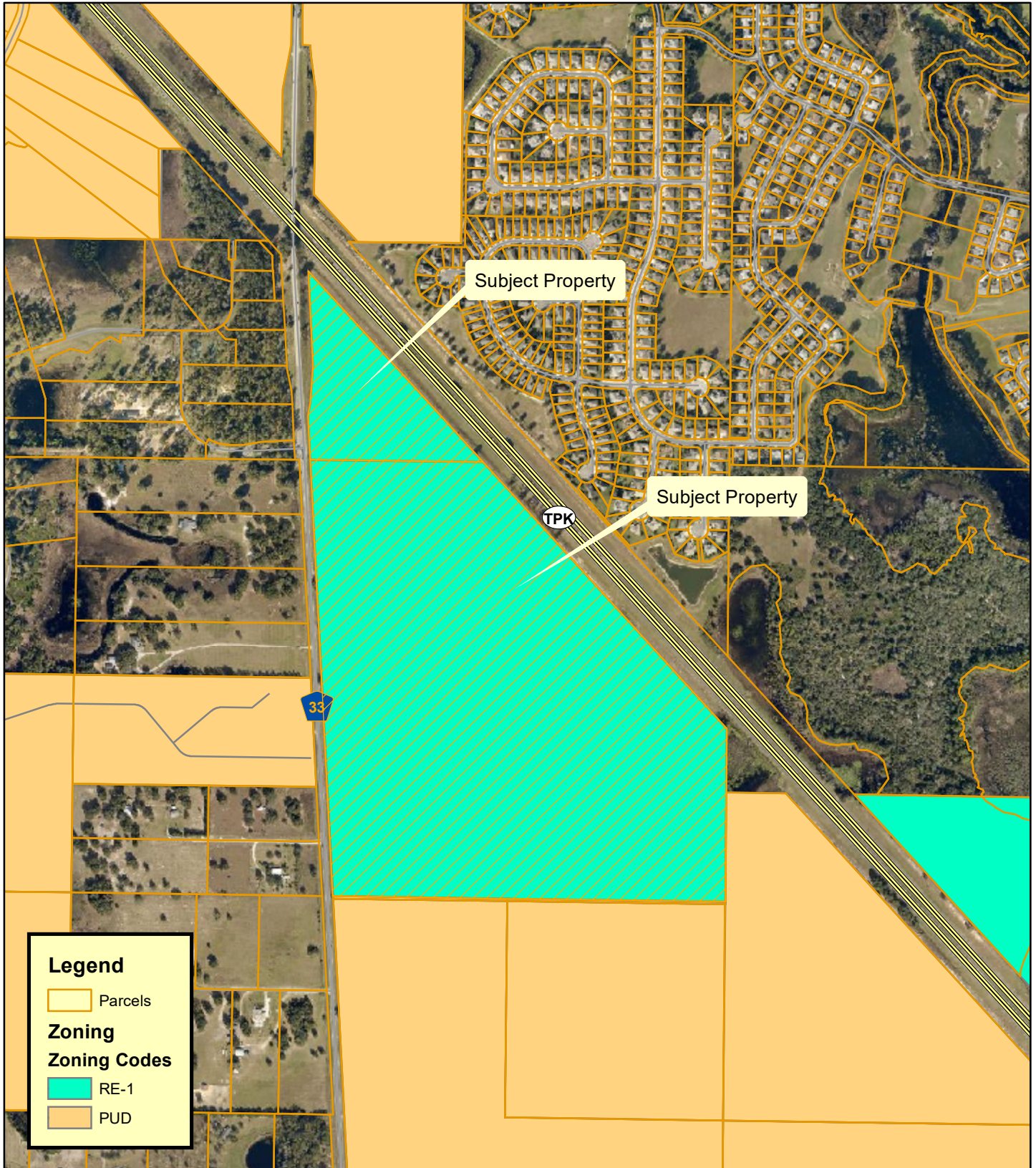
CR 33 and 24918 CR 33, Leesburg, FL 34748

AK #s: 1035422, 1296633

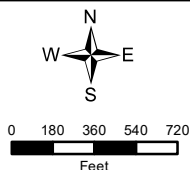
Sections 27 and 34, Township 20 South, Range 24 E

September 20, 2023

Zoning



**Planning
& Zoning
Division**



PUD-23-456

Tierra Vista

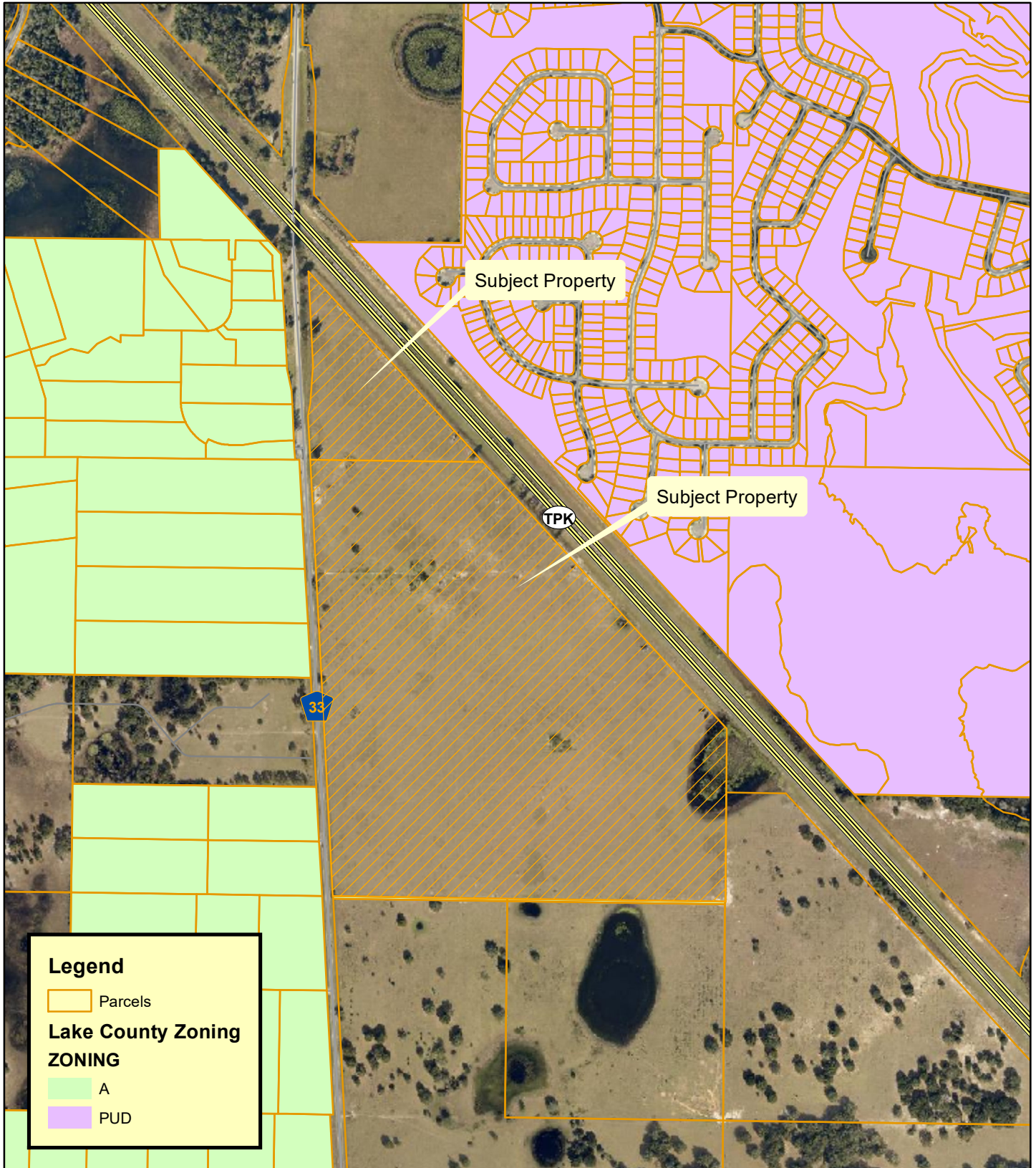
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AK #s: 1035422, 1296633

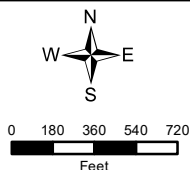
Sections 27 and 34, Township 20 South, Range 24 E

September 20, 2023

Lake County Zoning



**Planning
& Zoning
Division**



PUD-23-456

Tierra Vista

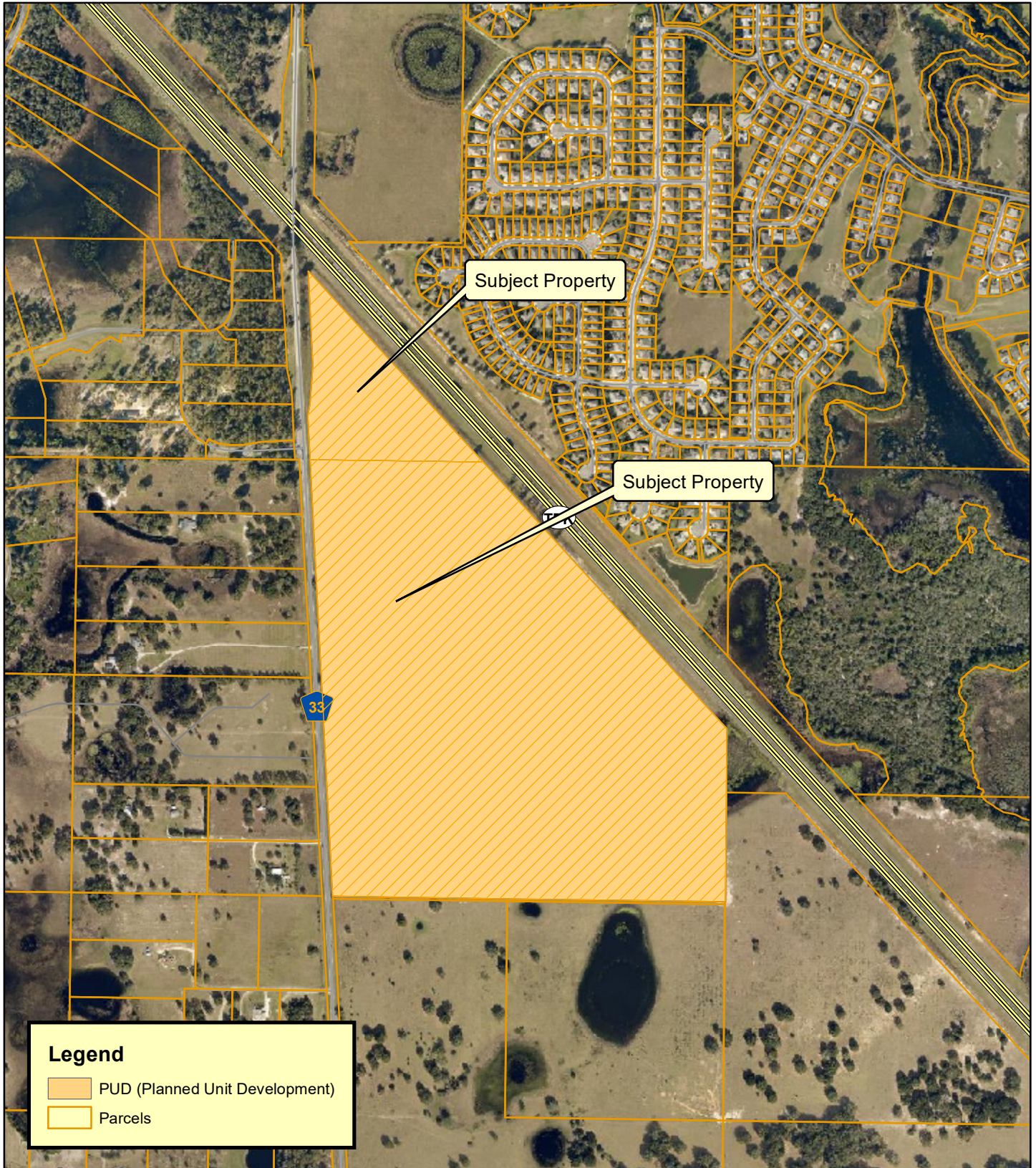
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AK #s: 1035422, 1296633

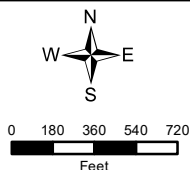
Sections 27 and 34, Township 20 South, Range 24 E

September 20, 2023

Proposed Zoning



**Planning
& Zoning
Division**



PUD-23-456

Tierra Vista

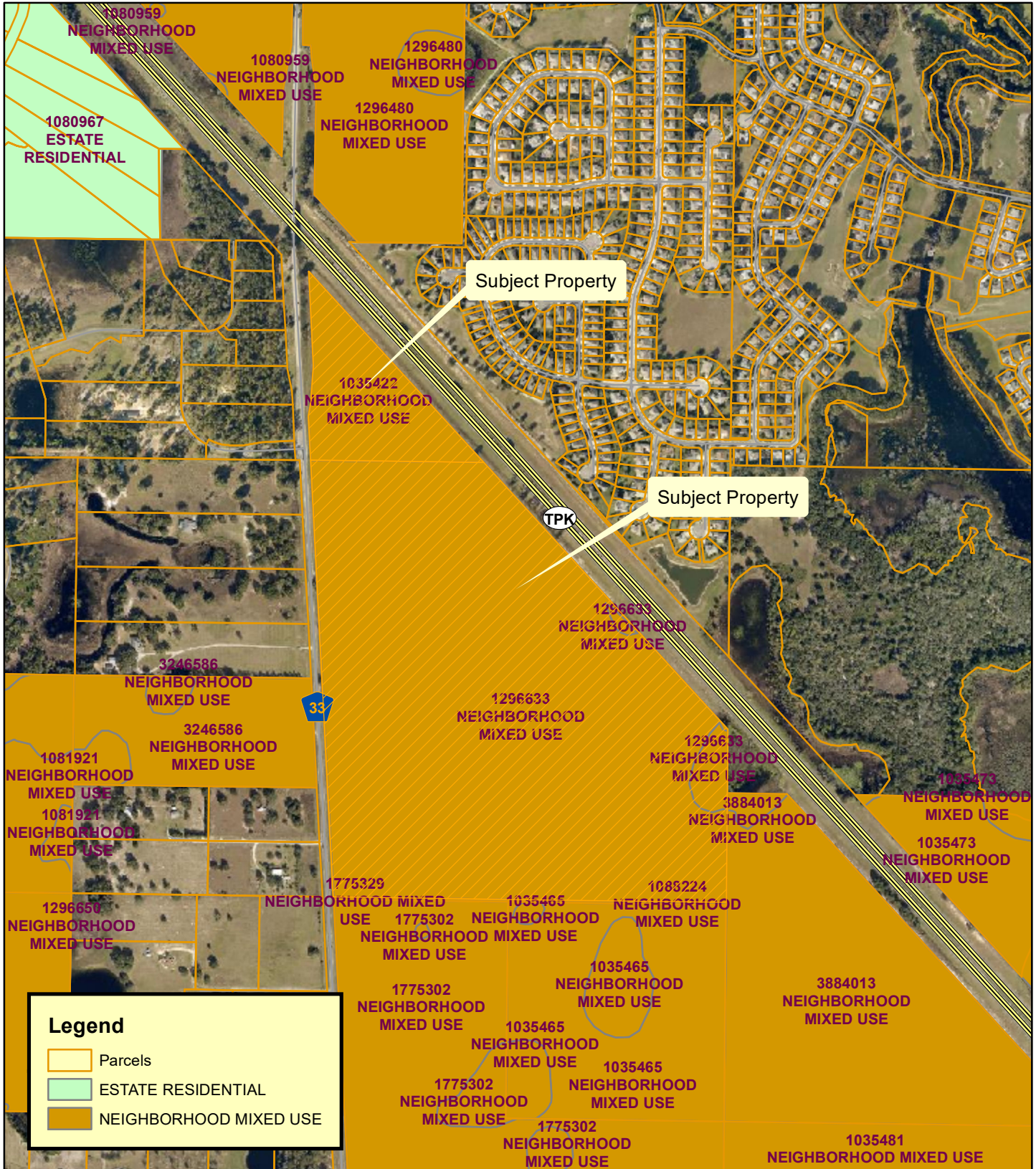
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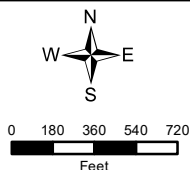
Sections 27 and 34, Township 20 South, Range 24 E

September 21, 2023

Future Land Use



**Planning
& Zoning
Division**



PUD-23-456

Tierra Vista

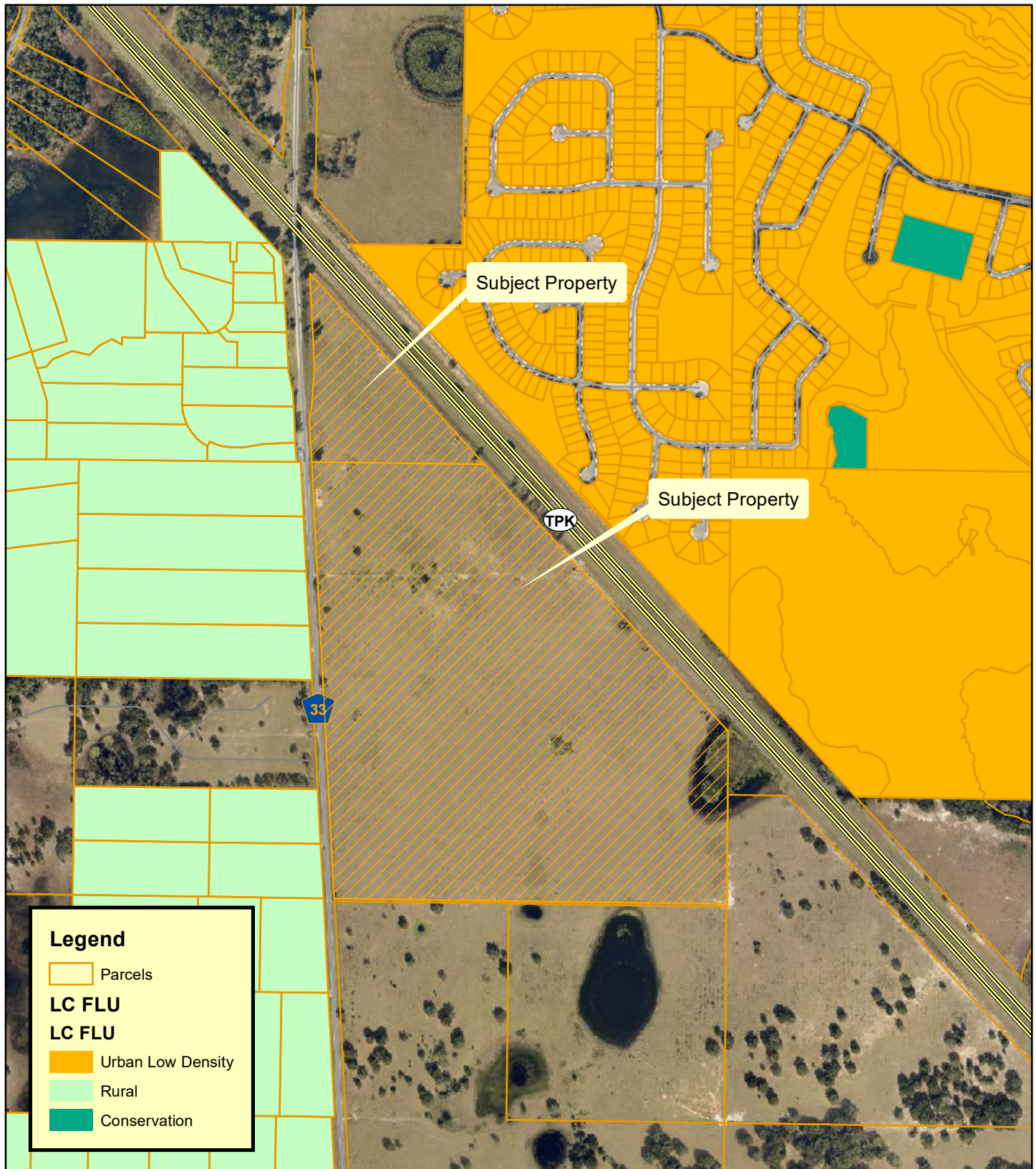
CR 33 and 24918 CR 33, Leesburg, FL 34748

AK #s: 1035422, 1296633

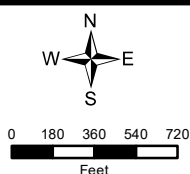
Sections 27 and 34, Township 20 South, Range 24 E

September 20, 2023

Lake County Future Land Use



**Planning
& Zoning
Division**



PUD-23-456

Tierra Vista

CR 33 and 24918 CR 33, Leesburg, FL 34748

AK #s: 1035422, 1296633

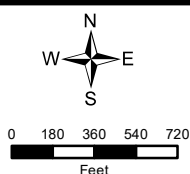
Sections 27 and 34, Township 20 South, Range 24 E

September 20, 2023

Surrounding Land Uses



**Planning
& Zoning
Division**

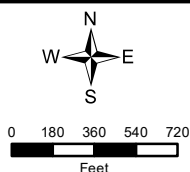


PUD-23-456
 Tierra Vista
 CR 33 and 24918 CR 33, Leesburg, FL 34748
 AK #s: 1035422, 1296633
 Sections 27 and 34, Township 20 South, Range 24 E
 September 21, 2023

Flood Zone

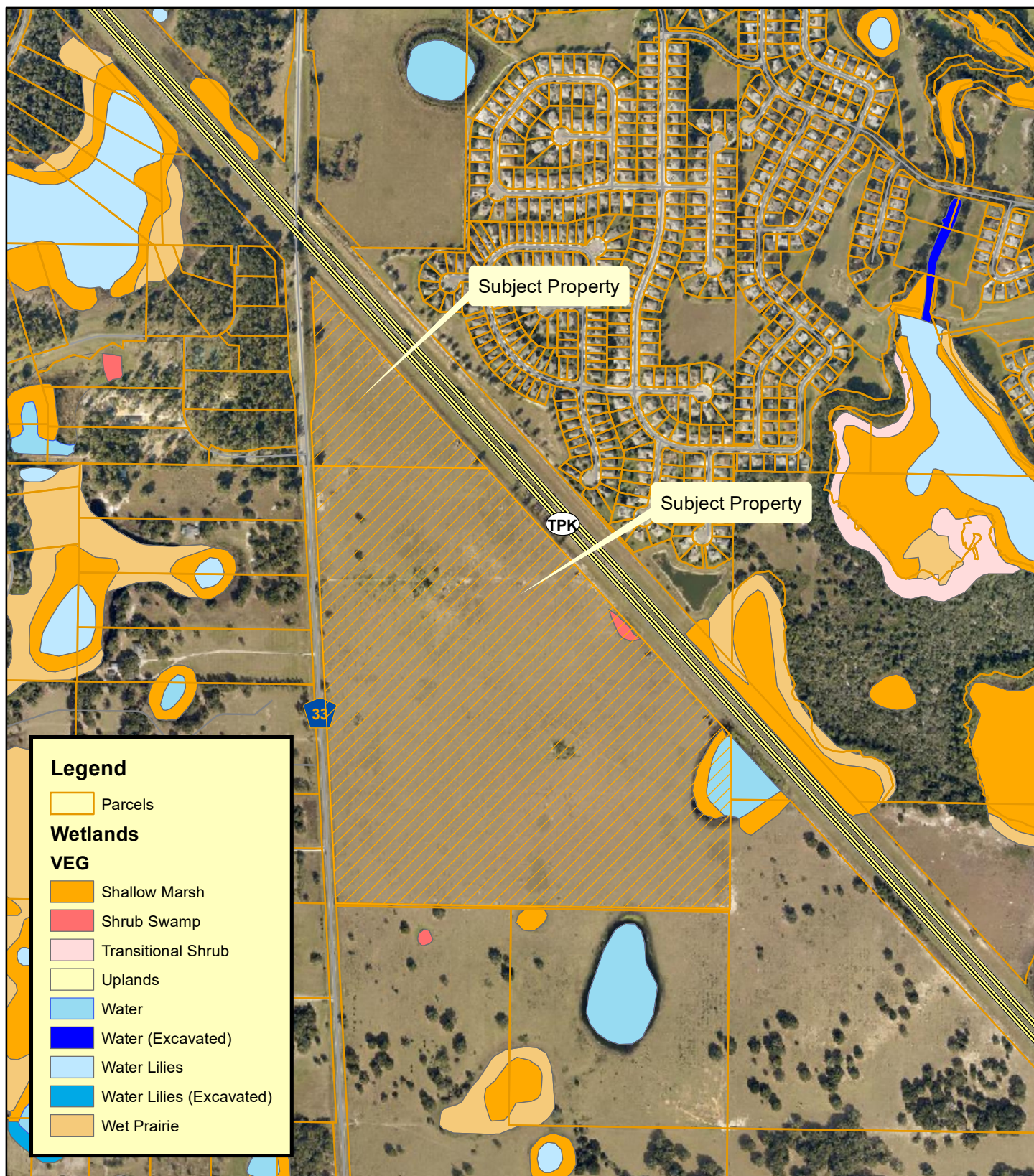


**Planning
& Zoning
Division**

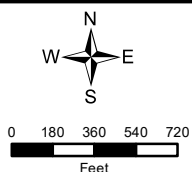


PUD-23-456
 Tierra Vista
 CR 33 and 24918 CR 33, Leesburg, FL 34748
 AK #s: 1035422, 1296633
 Sections 27 and 34, Township 20 South, Range 24 E
 September 20, 2023

Wetlands

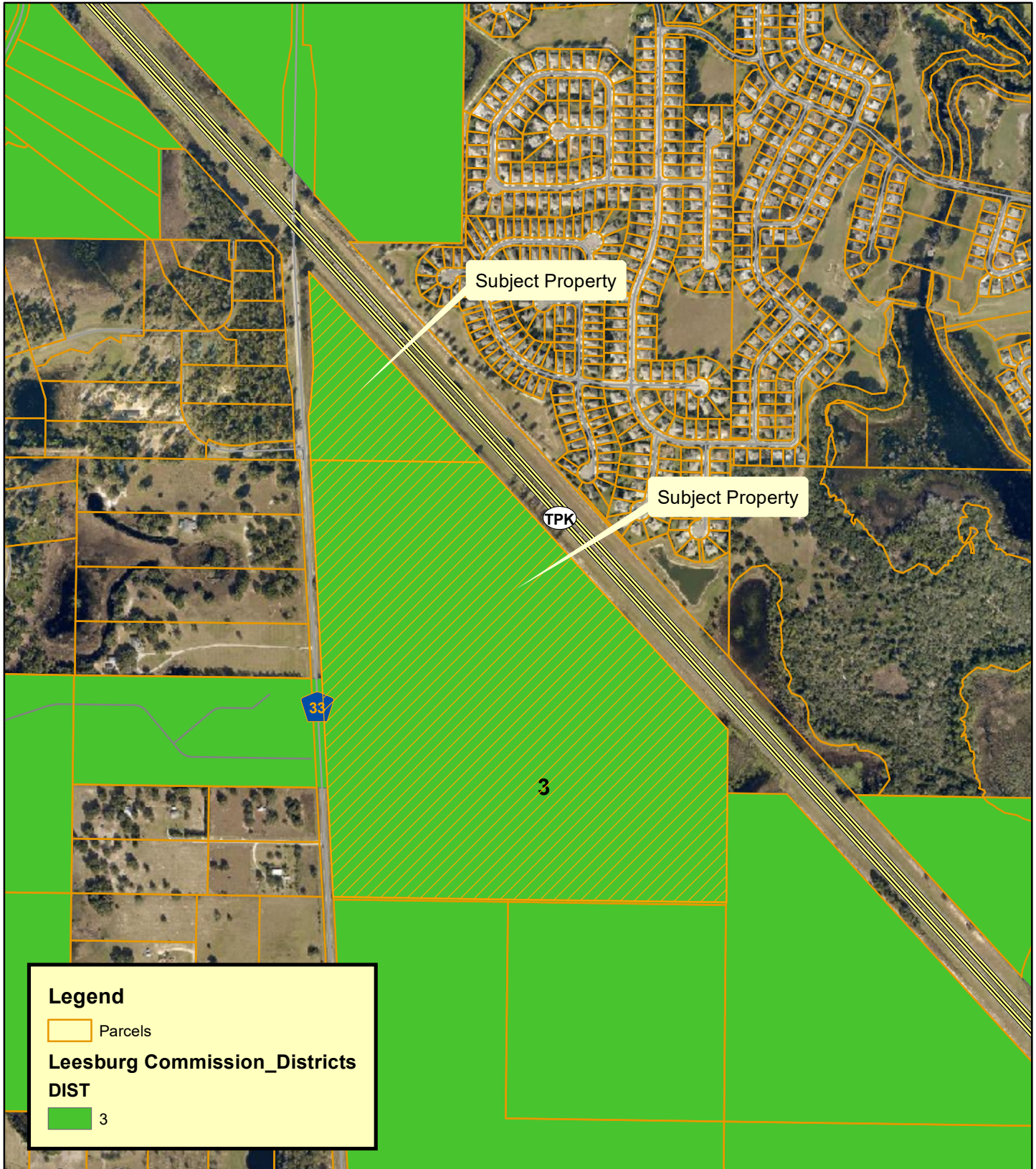


**Planning
& Zoning
Division**

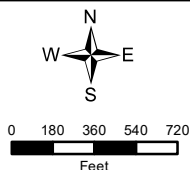


PUD-23-456
Tierra Vista
CR 33 and 24918 CR 33, Leesburg, FL 34748
AK #s: 1035422, 1296633
Sections 27 and 34, Township 20 South, Range 24 E
September 20, 2023

Commission District



**Planning
& Zoning
Division**



PUD-23-456

Tierra Vista

CR 33 and 24918 CR 33, Leesburg, FL 34748

AK #s: 1035422, 1296633

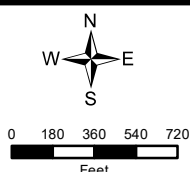
Sections 27 and 34, Township 20 South, Range 24 E

September 20, 2023

Surrounding Property Owners



**Planning
& Zoning
Division**



PUD-23-456
 Tierra Vista
 CR 33 and 24918 CR 33, Leesburg, FL 34748
 AK #s: 1035422, 1296633
 Sections 27 and 34, Township 20 South, Range 24 E
 September 21, 2023

OwnerName	OwnerAddre	OwnerCity	OwnerState	OwnerZip
DONALD BRUCE SMITH TRUST	24735 COUNTY ROAD 33	GROVELAND	FL	34736
SANKEY NEVILLE G & JACQUELINE LIFE ESTATE	3442 ASHWOOD ST	GROVELAND	FL	34736
TLC WHITEMARSH LLC	605 COMMONWEALTH AVE	ORLANDO	FL	32803
TLC BANNING RANCH LLC	605 COMMONWEALTH AVE	ORLANDO	FL	32803
LEESBURG 33 ASSOCIATES LLC	7978 COOPER CREEK BLVD STE 100	UNIVERSITY PARK	FL	34201
VICKERY MICHA C LIFE ESTATE	9539 WELDON CIR APT 315	TAMARAC	FL	33321
COLEMAN ALLAN & YONG H	8 HIGHVIEW CT	MASCOTTE	FL	34753
HERNANDEZ HERNANDEZ JOSE L & CHARITY J	24911 COUNTY ROAD 33	OKAHUMPKA	FL	34762
CARRIGAN THOMAS P & TARA A	11906 SANDY RUN RD	KNOXVILLE	TN	37934
GRANDISON GARICK	7011 STONE CHAPEL CT	ORLANDO	FL	32818
PATERSON COLIN D &	4514 RIVER GEM AVE	WINDERMERE	FL	34786
ALTAF FAMILY LP	569 PALIO CT	OCOE	FL	34761
CLEARWATER RESERVE HOA INC	1201 W HIGHWAY 50	CLERMONT	FL	34711
TIERRA VISTA SPO RECIPIENTS	SENT 9/29/2023			

**TIERRA VISTA CR 33 PUD
PUD (PLANNED UNIT DEVELOPMENT CONDITIONS)
October 19, 2023**

This Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district is granted by the City of Leesburg Planning Commission, Lake County, Florida to **Hanover Land Company, 605 Commonwealth Avenue, Orlando, FL 32803 (Ben Snyder, Petitioner), "Permittee"** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed residential development consisting of approximately 135.3 acres containing a maximum of 371 detached single-family residential units, generally located east of County Road 33 and south of the Florida Turnpike, on a site within the City of Leesburg in accordance with their PUD application and supplemental information.

PURPOSE

The purpose of this document is to provide appropriate zoning standards for a high-quality built environment through the application of flexible and diversified land development requirements, which shall be implemented in conjunction with a master site development plan and the City of Leesburg Code of Ordinances, therefore allowing for more efficient and optimal use of the subject property, and to increase the overall economic opportunity and employment base of Leesburg, Florida.

CONDITIONS

The following conditions shall apply to the development proposed herein. If any instance where the conditions of this document may conflict with the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. **PERMISSION** is hereby granted to **Hanover Land Company, 605 Commonwealth Avenue, Orlando, FL 32803 (Ben Snyder, Petitioner), "Permittee"** to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.
2. **LEGAL DESCRIPTION**

See attached **Exhibit B, Legal Description**.

3. LAND USE

The above-described property, containing approximately 135.3 acres, shall be used for platted single-family residential development, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

1. Detached single family residential units
2. Accessory structures for residential uses
3. Sales office in a single-family unit
4. Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar
5. Temporary modular sales center office (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

B. Prohibited Uses

1. Attached single family units (Townhouses)
2. Duplex/Triplex uses
3. Multi-family units (Apartments)
4. Commercial uses (as a primary use)
5. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

4. DEVELOPMENT STANDARDS

A. The project shall contain a maximum of 371 detached single-family residential units, at a gross density not to exceed 2.74 units per acre on the approximately 135.3-acre site, as shown on **Exhibit C, Conceptual Development Plan**.

B. A mix of lot sizes is permitted as long as all lots are equal to or larger than the required minimums.

C. Along each street, homes with the same architectural design shall not be immediately adjacent (side by side) or directly across from a lot with the same design. Facades may be varied to meet this requirement. The maximum impervious surface for the project shall be 65%. Community and private swimming pools shall not count toward the impervious surface calculation.

D. The minimum lot development standards shall be:

1. For 50-foot lots:
 - a. A maximum of 276 lots shall have a minimum lot width of fifty (50) feet.
 - b. Minimum house size: 1,600 square feet living area.
 - c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
 - d. Minimum lot size shall be 5,750 square feet.
 - e. Minimum lot width 50 feet
 - f. Minimum lot depth 115 feet

- g. Minimum building setbacks:
 - Front – 25 feet;
 - Porch – 20 feet (porch must be a minimum width of 5 feet).
 - Rear – 18 feet;
 - Side – 5 feet;
 - Corner Side – 15 feet.
2. For 60-foot lots:
- a. No less than 95 lots shall have a minimum lot width of sixty (60) feet.
 - b. Minimum house size: 1,700 square feet.
 - c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
 - d. Minimum lot size shall be 6,900 square feet.
 - e. Minimum width 60 feet
 - f. Minimum depth 115 feet
 - g. Minimum building setbacks:
 - Front – 25 feet;
 - Porch – 20 feet (porch must be a minimum width of 5 feet).
 - Rear – 18 feet;
 - Side – 5 feet;
 - Corner Side – 15 feet.
3. For all structures:
- a. Each residential structure shall have a minimum two car garage.
 - b. Gutters shall be installed on all horizontal fascia for any home that has a 5-foot side yard, or less, setback. For lots with a side yard setback of 7.5 feet or greater, no gutters are required.
 - c. For any lots with a house footprint of over 70 feet in depth, the rear setback may be reduced to 15 feet.
 - d. Roof overhang shall not exceed forty (40) percent of the distance between the building wall and the property line.
 - e. Maximum building height: two (2) stories or 35 feet.
 - f. Accessory structures shall have a minimum rear and side setback of 5 feet and single accessory structures that are not attached to the principal structure shall not occupy more than 30 percent of the required rear yard.
 - g. Attached screened enclosures (no solid roof) must maintain a minimum setback of five (5) feet from the side and rear property line. Attached swimming pool screened enclosure shall also maintain a minimum setback of five (5) feet from the side or rear property lines.
 - h. Solid roof structures attached to the residence must meet the required rear setback as noted under “Minimum building setbacks.”
 - i. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions set forth herein.

5. DESIGN/ARCHITECTURAL STANDARDS

- A. All buildings shall utilize at least five (5) of the following design features to provide visual relief along all elevations of the single-family units. Designs may vary throughout the development.
1. Dormers
 2. Gables
 3. Recessed or raised entries
 4. Covered porch entries
 5. Cupolas
 6. Pillars or decorative posts
 7. Bay window (minimum 12-inch projections)
 8. Eaves (minimum 6-inch projections)
 9. Front windows with arched glass tops and minimum 4-inch trim.
 10. Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
 11. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
 12. Stone accents
 13. Shutters
 14. Board and batten siding
 15. Hardy board siding
 16. Raised banding
 17. Craftsman style garage doors
- B. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials 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 shall be permitted subject to the provision of at least five (5) unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco.
 4. For all designs, architectural facades and features shall be submitted and reviewed by the Planning and Zoning Manager or designee for compliance prior at time of site plan review.
- C. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Manager or designee.

- D. The architectural styles and facades shown in **Exhibit D, Representative Façade Samples** herein are considered conceptual.
- E. The Permittee shall utilize “Dark Sky” lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are shown on as Exhibit E, attached hereto.

6. OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS

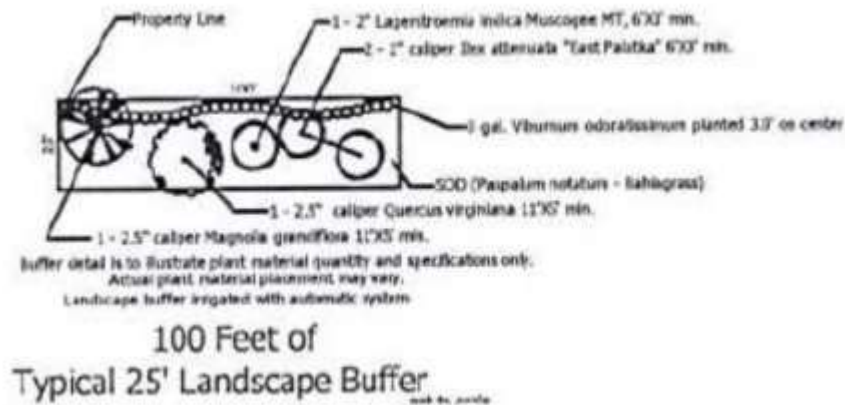
- A. A minimum of 35% open space shall be provided throughout the development. Open space may consist of buffers, wetlands retention and recreation areas.
- B. A minimum fifty (50)-foot wide landscape buffer tract shall be provided along the Florida Turnpike ROW. Twenty-five feet (25) of the buffer tract closest to residential lots within the development shall have plantings as shown in Figure B below.
- C. A minimum twenty-five (25)-foot wide buffer tract with plantings as shown in Figure B below, shall be provided along all other property boundaries not along the Florida Turnpike ROW. These landscape buffers shall be separate from all other platted lots, shall not be part of individually platted lots, and shall be a common area to be maintained by an entity such as a Property Owners or Homeowners Association.
- D. Each platted single-family residential lot of record shall contain a minimum of one canopy tree, located within in the front yard, selected from the list of trees within the City of Leesburg Code of Ordinances, *Section 25-328 Table 1, Canopy Trees*, plus at least one other tree, located in the back yard. All other requirements for tree planting based on lot size under the Code of Ordinances shall remain in effect.
- E. A spilt-rail fence, of either wood or vinyl/synthetic construction, shall be installed along the CR 33 frontage of the property. The split-rail fence shall be installed at a minimum height of four (4) feet. Said fence shall be maintained by the Property Owners or Homeowners Association. A solid six-foot fence of PVC or other synthetic material, shall be allowed as an option to the split-rail fence.
- F. Along the property line(s) adjoining Florida Turnpike, a six-foot high masonry wall or 8-foot high PVC or other opaque fencing material, may be substituted wherever the Florida Turnpike ROW abuts a residential lot. The property line(s) adjoining Florida Turnpike which abut open space, wetlands, or other non-residential lot use, the wall may be substituted for a fence along the property’s perimeter, meeting the above requirements in this PUD Agreement, Section 6 E. Said fence or masonry wall, if constructed, shall be maintained by the Property Owners or Homeowners Association.

- G. 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.
- H. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below.

Figure A

Canopy Trees (per 100 l.f.)	2 per 100 linear ft
Tree CAL/Height	2" cal, 12' overall height
Optional Ornamental Trees (per 100 l.f.)	3 per 100 linear ft
Tree CAL/Height	2" cal, 7' overall height
Shrub Screen (per 100 l.f.)	
Square Ft. of Shrubs	(33) 3 gal plants, 18"—24" minimum at installation (depending on species); hedges to be 36"—42" high by thirty-six (36) inches wide hedge or continuous landscape screen with a ninety (90) percent opacity within one (1) year of planting
Container size	3 gal

Figure B



- I. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Manager or designee, to the extent that the overall intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.
- J. The surveying of trees on the property shall be conducted as follows:
1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan

review process. This may include amending the site plan to save specimen, heritage and historic trees.

2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
3. The tree survey shall be completed by a licensed surveyor.

7. SITE ACCESS AND SIGNAGE

- A. The main vehicular access to the project site shall consist of at least two (2) primary access points on County Road 33, as reviewed by Lake County Public Works, and/or FDOT as applicable, and shown on the **Conceptual Development Plan - Exhibit C**, as amended. All access points are conceptual and subject to Lake County approval. Actual location and design of all roads shall be determined during the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject to site plan application review process.
- B. The main access points on County Road 33 shall be constructed as a “boulevard-type” roadways, having a landscaped median area of at least eight (8) feet in width, and designed to allow emergency access vehicles room to maneuver. This will include left and right turn lanes exiting the property if required during site plan review. This entrance shall be reviewed and adjusted by staff as needed at the Site Plan and Construction Plan review.
 1. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be approved by Lake County Public Works.
 2. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
 3. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.
- C. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.

- D. Each required access point shall provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height, on each side of the entryway. This may be used for signage per City of Leesburg Code of Ordinances, as amended.
- E. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Planning and Zoning Director or designee, where the architectural style would be in keeping with the intent of these sign regulations.
- F. Roadway interconnectivity shall be provided as shown on the **Conceptual Development Plan – Exhibit C**, as needed, to allow for connection points between this development and future development of adjacent properties.

8. **TRANSPORTATION IMPROVEMENTS**

- A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of required sidewalks, recreation paths, etc.
- B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, and including any off-site improvements legally required by Lake County, the Lake-Sumter MPO, or the City of Leesburg. Said improvements will be the responsibility of the Permittee.
- C. The Permittee shall provide necessary traffic improvements within and adjacent to the development which are legally required by Lake County, the Lake-Sumter MPO, and City of Leesburg.
- D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.
- E. The Permittee shall be responsible for obtaining all necessary legally required Lake County permits and a copy of all permits shall be provided to the City of Leesburg.
- F. The City of Leesburg shall not be responsible for the construction of any roads or transportation improvements.
- G. All roads within the development shall be constructed to meet the City of Leesburg's standards, ARTICLE VII – TECHNICAL STANDARDS, as amended.
 - 1. Should the Permittee (or designee) desire to dedicate the proposed project's internal road system to the City of Leesburg; the Permittee shall demonstrate to the satisfaction of the City of Leesburg that the road system is in suitable condition and meets all City road design requirements.

2. Should the Permittee (or designee) choose to retain the roadways, the Permittee shall establish an appropriate legal entity that shall accept responsibility to pay the cost and perform all services required to maintain the roads and transportation improvements to City of Leesburg codes and standards, as amended. A Homeowners or Property Owners Association, or other such legal entity will be considered acceptable. As a condition of accepting the roadway system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project and may require bonds or other financial assurance of maintenance for some period of time.
- H. Sidewalks shall be provided on both sides of the entrance road(s) and internal roads, and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain sidewalks on both sides of each street. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

9. UTILITIES

Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
- B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new home projects in the city, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.
- C. Developer shall be responsible for the installation of a natural gas appliances in eighty percent (80%) of all single-family homes in the development as required by the City of Leesburg Code of Ordinances as amended.
- D. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

10. STORMWATER/DRAINAGE MANAGEMENT

All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's or property owners association is an acceptable maintenance entity.
- D. The existing 100-year flood plain on the property shall be shown on all plans 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 shall be provided to the City during the site plan review process.
- G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.
 - 1. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
 - 2. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

11. WETLANDS, FLOOD ZONES & WILDLIFE

- A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management

District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.

- B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.
- C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.
- D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.
- E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.
- F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.
- G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.
- H. A map indicating the location of the 100-year flood plain.
- I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the

subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USEAGE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-327, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

13. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall consist of not less than 200 square feet of space per dwelling unit, or 1.70 total acres, whichever is greater.
- B. Recreational requirements shall include at least one primary active recreation area, to include a swimming pool and cabana with onsite parking. Other recreation areas may include such uses as a children's playground with equipment, dog park area or gazebo. The primary recreational facility shall be constructed in conjunction with and completed no later than the completion of 50% of the maximum number of approved residential units.
 - 1) Retention parks shall be included in the design of the subdivision and shall be designed such that park areas, which may consist of dry retention areas, can be used as open fields, playgrounds or trails, as shown on the attached **Conceptual Site Plan, Exhibit C**.
 - 2) A trail shall be constructed around the dry retention/flood compensation park. This trail shall be headed by an amenity center site area consisting of a minimum of 50,000 square foot site, as seen on the attached **Exhibit C**.
- C. Credit for recreational space shall be given for areas dedicated to recreational space, to include items such as a clubhouse with recreation room, swimming pool, outdoor cooking facilities such as grills, youth playgrounds, play courts, dog parks or other similar uses which will meet the intent of this document. Other similar uses which will meet the intent of this document may be supplied by the developer.
- D. Active recreational activity space shall be calculated at a rate of 1.25 times for activities such as, but not limited to:
 - 1. Trails, playgrounds, basketball, tennis, handball courts, etc.
 - 2. Community swimming pool, including the deck area surrounding such pools.
 - 3. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreational purposes.
 - 4. Other active recreational activities may be used for credit, subject to approval by the City of Leesburg.

14. MAINTENANCE

- A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A homeowner's association or property owner's association shall serve as an appropriate entity for all common properties within the development.

15. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in these PUD Conditions of Approval, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. Implementation of the project shall substantially commence within one-hundred twenty (120) months after approval of this Planned Development. In the event, the conditions of the PUD have not been substantially implemented during the required time period, the City of Leesburg shall have the option of scheduling the PUD, with due notice to the owner and surrounding property owners, for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to another appropriate zoning classification.
- C. As part of the overall development process, if the project is constructed in phases, then plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

16. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in these PUD Conditions of Approval shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The

purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.

- E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

17. LEVELS OF SERVICE

A. Levels of Service

- 1. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid water. No final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1. Projected Capacities

- i. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

- C. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

D. Commitment of Capacity

- 1. There are no previous commitments of any existing or planned excess capacity for this property.

E. Ability to Provide Services

- 1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
- 2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

EXHIBIT B

LEGAL DESCRIPTION (from Permittee Submittal)

Parcel 1 (Alt Key No. 1035422):

The South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 27, Township 20 South, Range 24, East, in Lake County, Florida, lying East of State Road 33 and South of the Florida State Turnpike. LESS AND EXCEPT that portion of the above described property conveyed to the Florida State Turnpike Authority by deed recorded O.R. Book 211, Page 143, of the Public Records of Lake County, Florida.

Parcel 2 (Alt Key No. 1296633):

The Northeast $\frac{1}{4}$ of Section 34, Township 20 South, Range 24, East, in Lake County, Florida, lying East of State Road 33 and South of the Florida State Turnpike. LESS AND EXCEPT that portion of the above described property conveyed to the Florida State Turnpike Authority by deed recorded O.R. Book 211, Page 143, of the Public Records of Lake County, Florida.



CONCEPTUAL LOT COUNT	
TYPE	TYPE
SINGLE FAMILY DETACHED	SINGLE FAMILY DETACHED
MIN. LOT SIZE	MIN. LOT SIZE
50' x 120'	60' x 120'
QUANTITY	QUANTITY
276	95
SYMBOL	SYMBOL

FULL CONCEPTUAL SITE PLAN



EXHIBIT D

REPRESENTATIVE FAÇADE SAMPLES









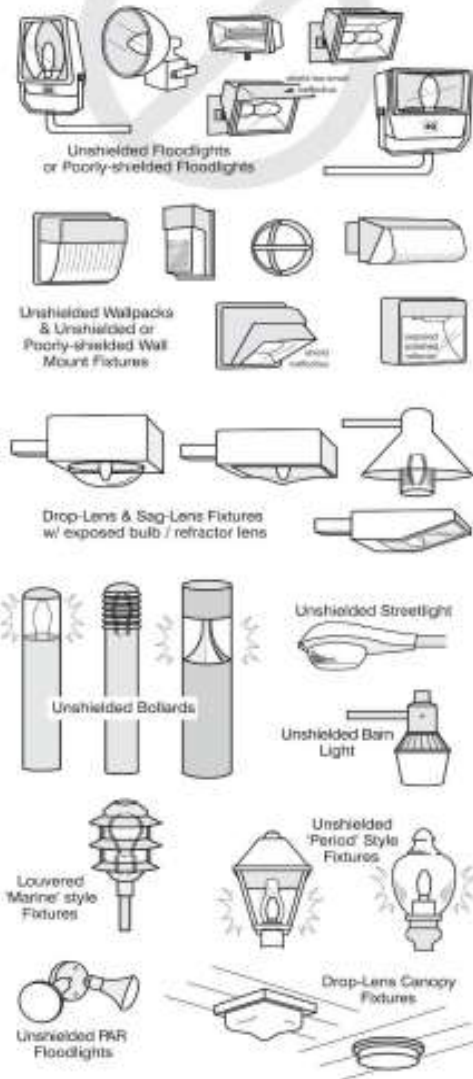


TYPICAL DARK SKY LIGHTING FIXTURES

Examples of Acceptable / Unacceptable Lighting Fixtures

Unacceptable / Discouraged

Fixtures that produce glare and light trespass



Acceptable

Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night



Illustrations by Bob Chalmers 2005. Reprinted for the Town of Southampton, NY. Used with permission.

Business Impact Estimate

Title: TIERRA VISTA PUD

Summary of Ordinance: AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 135 +/- ACRES FROM CITY OF LEESBURG RE-1 (ESTATE DENSITY RESIDENTIAL) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR SINGLE-FAMILY RESIDENTIAL DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED SOUTH OF FLORIDA TURNPIKE AND EAST OF COUNTY ROAD 33, LYING IN SECTIONS 27 AND 34, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (TIERRA VISTA PUD)

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.2.

Meeting Date: December 11, 2023

From: Dan Miller, (Planning and Zoning Director), Christine Rock, (Senior Planner)

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing approximately 36.96 +/- acres from Neighborhood Mixed Use to General Commercial, for a property generally located east the Florida Turnpike and south of County Road 470, lying in Section 17, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (470 Leesburg, LLC SSCP)

Staff Recommendation:

The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed small scale comprehensive plan amendment of the City's Future Land Use Map on 36.96 +/- acres from Neighborhood Mixed Use to General Commercial.

Analysis:

The project site is approximately 36.96 +/- acres and is generally located east of the Florida Turnpike and south of County Road 470. Currently, the property is undeveloped acreage. The proposed uses are for commercial and multi-family residential. The surrounding Future Land Use Map designations of Leesburg Industry and Technology Commerce Park, Age Restricted Development, Institutional, and Lake County Urban Low Density are compatible, as conditioned in the PUD zoning, with the proposed future land use designation of General Commercial. The proposed zoning designation of PUD (Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

The proposed development is located within the Naval Undersea Center Mission Impact Zone, and is consistent with Comprehensive Plan Objective 1.16, Ensuring Land Use Compatibility within Mission Impact Area and Comprehensive Plan Policy 1.16.11, City of Leesburg Coordination and Review with NUWC (Naval Undersea Warfare Center).

This property lies within the ISBA (Interlocal Service Boundary Area) agreement. This agreement, which was approved by City Commission on November 24, 2014, allows property within the ISBA area but outside the current city limits to be annexed and obtain City of Leesburg utility services.

The Planning Commission held a public hearing on the application on October 19, 2023 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested small-scale comprehensive plan amendment from Neighborhood Mixed Use to General Commercial; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development of the property will increase the anticipated impact from collection of impact fees, ad valorem taxes and utility charges.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING APPROXIMATELY 36.96 +/- ACRES FROM NEIGHBORHOOD MIXED USE TO GENERAL COMMERCIAL, FOR A PROPERTY GENERALLY LOCATED EAST THE FLORIDA TURNPIKE AND SOUTH OF COUNTY ROAD 470, LYING IN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (470 LEESBURG, LLC SSCP)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for amendment of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

NOW, THEREFORE,

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

Section 1.

The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on December 10, 2012, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 36.96 acres of land generally located east of the Florida Turnpike and south of County Road 470 from Neighborhood Mixed Use to General Commercial, as shown on the revised map of said area, lying in Section 17, Township 20 South, Range 24 East, Lake County Florida;

Section 2.

All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 3.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 11th day of December 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Legal Descriptions

Alternate Key 3906202:

Commencing at the North Quarter Corner of Section 17, Township 20 South, Range 24 East, of Lake County, Florida; Thence run South $00^{\circ}39'37''$ West, along the East line of the Northeast Quarter of said Section 17, A distance of 150.50 feet to the intersection of said Quarter Section Line and the Southerly right of way of County Road 470 as it exists in September of 2016, said intersection being the point of beginning of this description; Thence from said point of beginning, run North $89^{\circ}36'42''$ West along said southerly right of way line a distance of 673.37 feet; Thence departing the right of way of county road 470, run South $00^{\circ}23'08''$ West a distance of 508.57 feet; Thence run South $89^{\circ}32'21''$ East a distance of 923.49 feet to a curve on the westerly right of way of a 50 foot wide entrance road, said curve having a radius of 525 feet, an arc length of 298.99 feet and a delta angle of $32^{\circ}37'48''$; Thence running with the chord bearing of said curve North $15^{\circ}52'16''$ West a chord distance of 249.96 feet to the point of tangency of said curve and the westerly right of way of said entrance road; Thence run along said westerly right of way North $00^{\circ}26'37''$ East a distance of 226.51 feet to the aforementioned southerly right of way of county road 470; Thence along aforementioned right of way, run North $89^{\circ}36'42''$ west a distance of 167.78 feet to the point of beginning of this description.

Alternate Key 3913818:

Commencing at the North $\frac{1}{4}$ Corner of Section 17, Township 20 South, Range 24 East, of Lake County, Florida; Thence run South $00^{\circ}39'37''$ West, along the east line of the Northeast $\frac{1}{4}$ of said Section 17, a distance of 150.50 feet to the intersection of said Quarter Section line and the southerly right of way of County Road 470 as it exists in September of 2016; Thence run North $89^{\circ}36'42''$ West, along said Southerly right of way line a distance of 673.37 feet to the point of beginning of this description; Thence continuing along said right of way line, run North $89^{\circ}36'42''$ West, a distance of 501.21 feet to a point of curvature of the easterly right of way of the Florida Turnpike, the curve of said Turnpike right of way having an arc length of 213.14 feet, a radius of 137.26 feet and a delta angle of $88^{\circ}58'18''$; Thence run with the chord bearing of said curve South $43^{\circ}11'28''$ West, a chord distance of 192.36 feet to the point of tangency of said curve; Thence along said easterly Turnpike right of way, run South $01^{\circ}17'14''$ East a distance of 1032.46 feet; Thence departing said right of way line, run South $89^{\circ}18'03''$ East, a distance of 1268.91 feet; Thence run North $00^{\circ}41'57''$ East, a distance of 671.59 feet; Thence run North $89^{\circ}32'21''$ West, a distance of 670.93 feet; Thence run North $00^{\circ}23'08''$ East, a distance of 508.57 feet to the point of beginning.



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

DATE: October 19, 2023
OWNER: 470 Leesburg, LLC
PETITIONER: LPG Urban & Regional Planners, LLC.
PROJECT: 470 Leesburg, LLC
REQUEST: Small Scale Comprehensive Plan Amendment from Neighborhood Mixed Use to General Commercial
CASE NO.: SSCP-23-404

THE PLANNING & ZONING DIVISION RECOMMENDS:

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

1. This project meets the requirements of Chapter 163.3187 Florida Statutes, for Small Scale Comprehensive Plan Amendments.
2. The proposed request for a Small-Scale Comprehensive Plan amendment is compatible with the adjacent future land use designations of Leesburg Industry and Technology Commerce Park, Age Restricted Development, Institutional, and Lake County Urban Low Density.
3. The proposed request under Case Number PUD-23-405, is compatible with the current surrounding zoning districts of Leesburg PUD (Planned Unit Development), ARD (Age Restricted Development), P (Public), and Lake County A (Agriculture).
4. The proposed development is located within the Naval Undersea Center Mission Impact Zone, and is consistent with Comprehensive Plan Objective 1.16, Ensuring Land Use Compatibility within Mission Impact Area and Comprehensive Plan Policy 1.16.11, City of Leesburg Coordination and Review with NUWC (Naval Undersea Warfare Center).
5. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

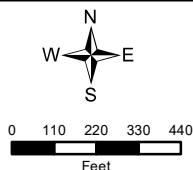
Action Requested:

1. Vote to approve staff's recommendation to change the future land use designation of the subject property from Neighborhood Mixed Use to General Commercial and forward this recommendation to the City Commission for consideration.

Aerial

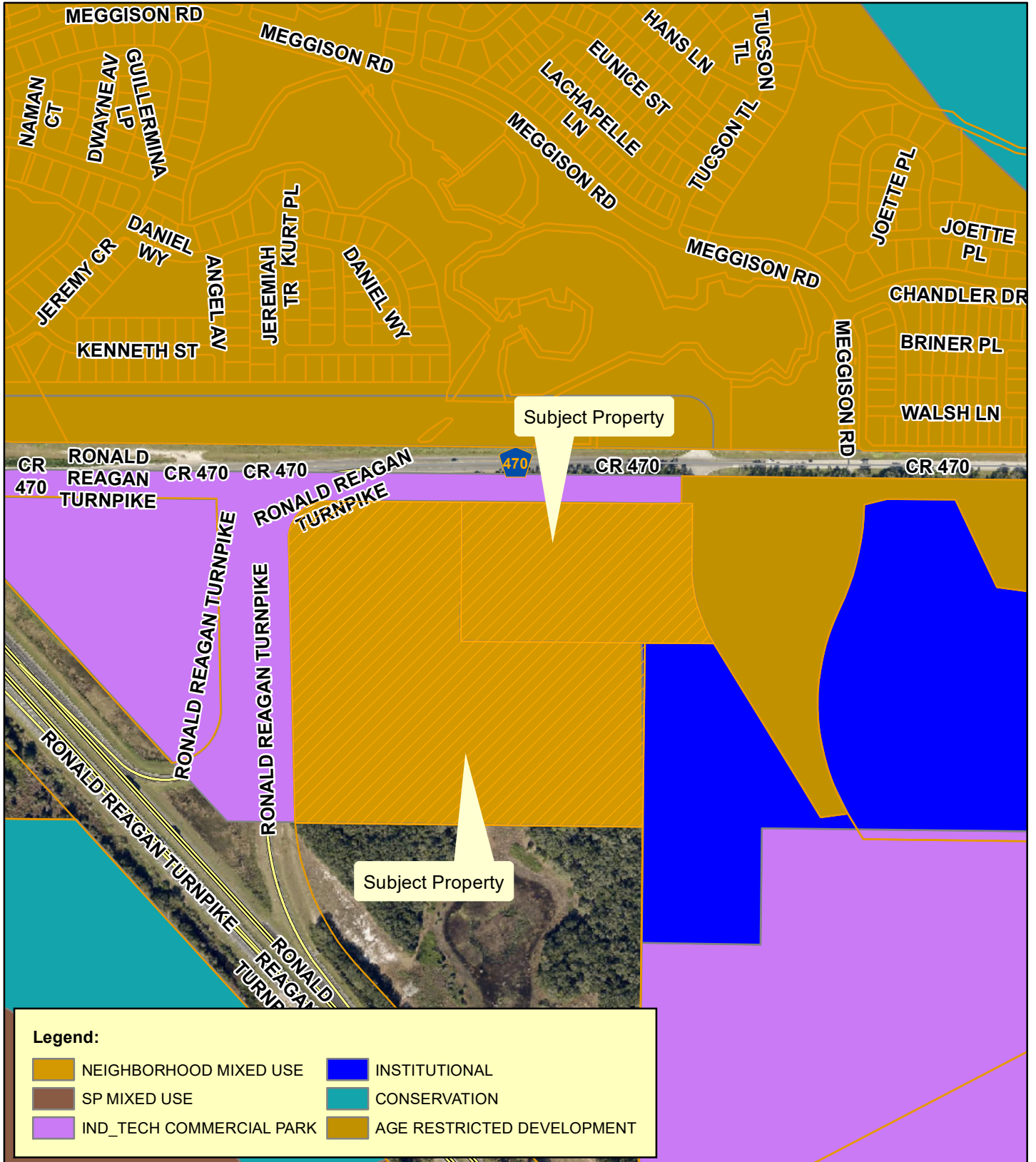


**Planning
& Zoning
Division**

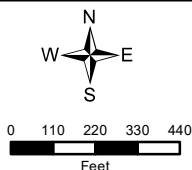


470 Leesburg, LLC
SSCP-23-404; PUD-23-405
AK #'s 3906202 & 3913818
Section 17, Township 20 South, Range 24 East
September 21, 2023

Future Land Use



**Planning
& Zoning
Division**

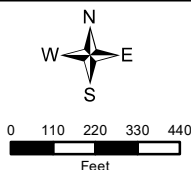


470 Leesburg, LLC
SSCP-23-404; PUD-23-405
AK #'s 3906202 & 3913818
Section 17, Township 20 South, Range 24 East
September 21, 2023

Lake County Future Land Use

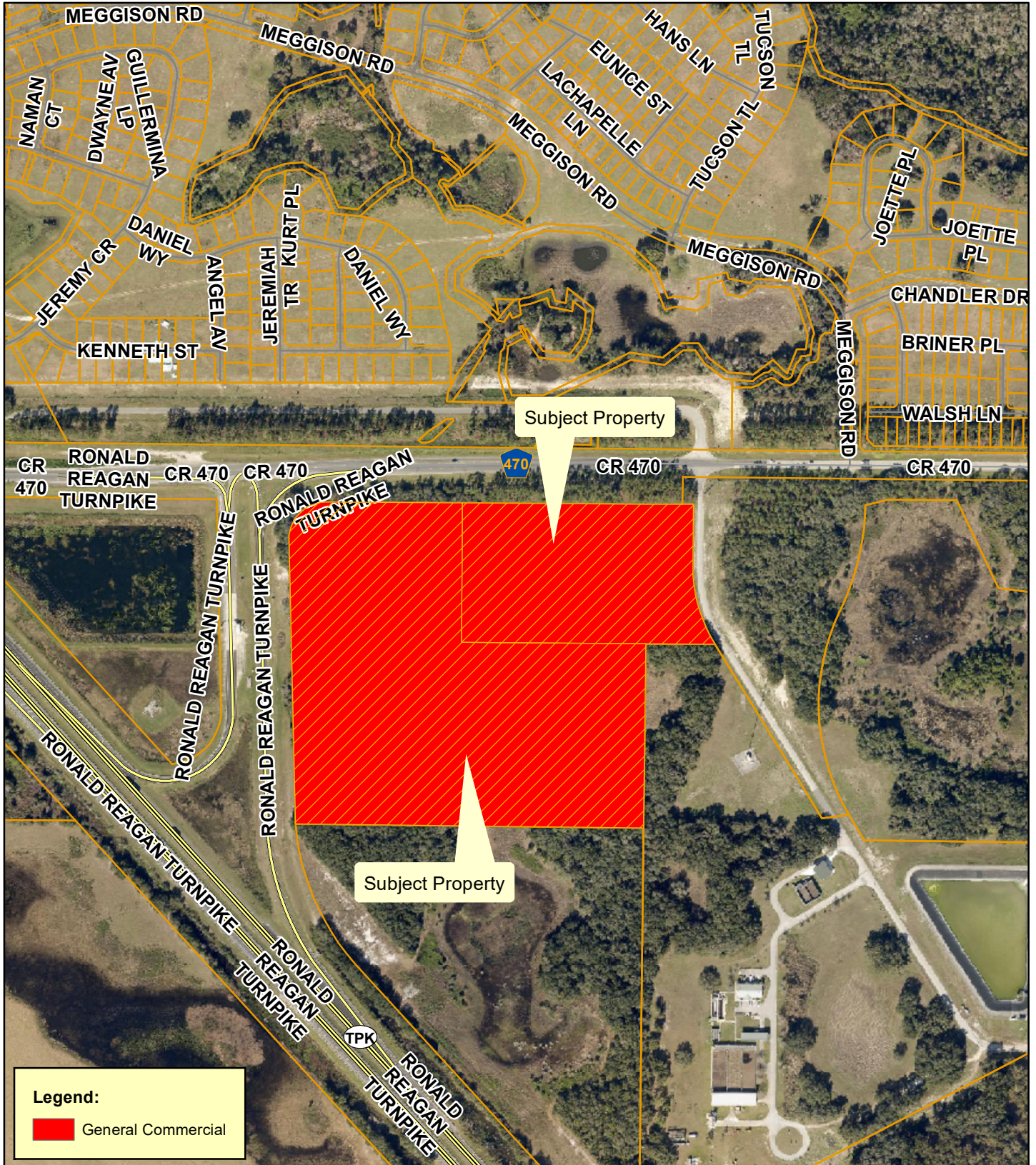


**Planning
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Division**

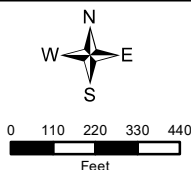


470 Leesburg, LLC
 SSCP-23-404; PUD-23-405
 AK #'s 3906202 & 3913818
 Section 17, Township 20 South, Range 24 East
 September 21, 2023

Proposed Future Land Use



**Planning
& Zoning
Division**

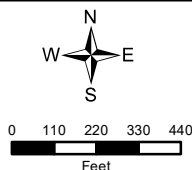


470 Leesburg, LLC
SSCP-23-404; PUD-23-405
AK #'s 3906202 & 3913818
Section 17, Township 20 South, Range 24 East
September 21, 2023

Surrounding Land Uses

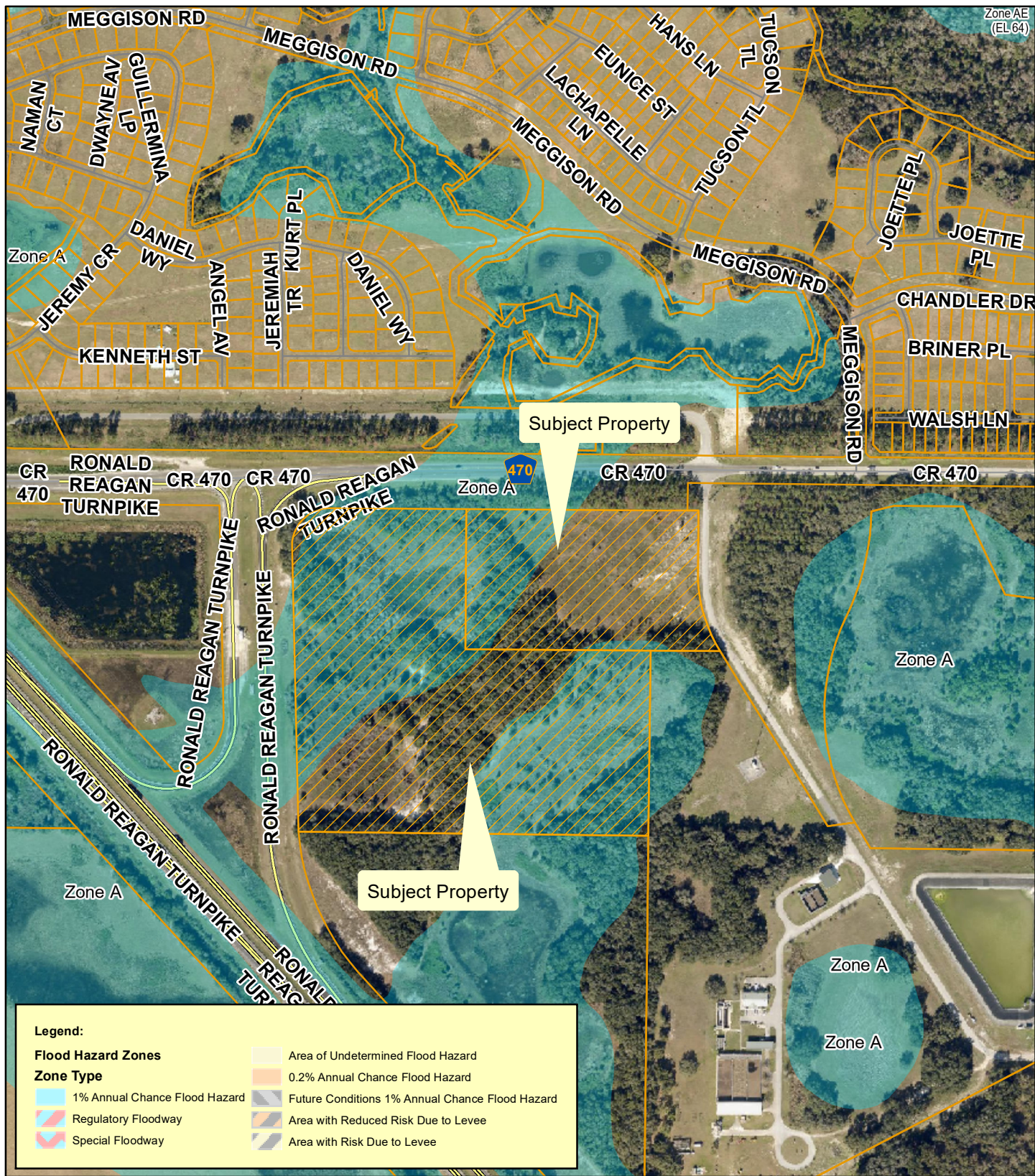


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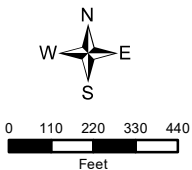


470 Leesburg, LLC
SSCP-23-404; PUD-23-405
AK #'s 3906202 & 3913818
Section 17, Township 20 South, Range 24 East
September 21, 2023

Flood Zone

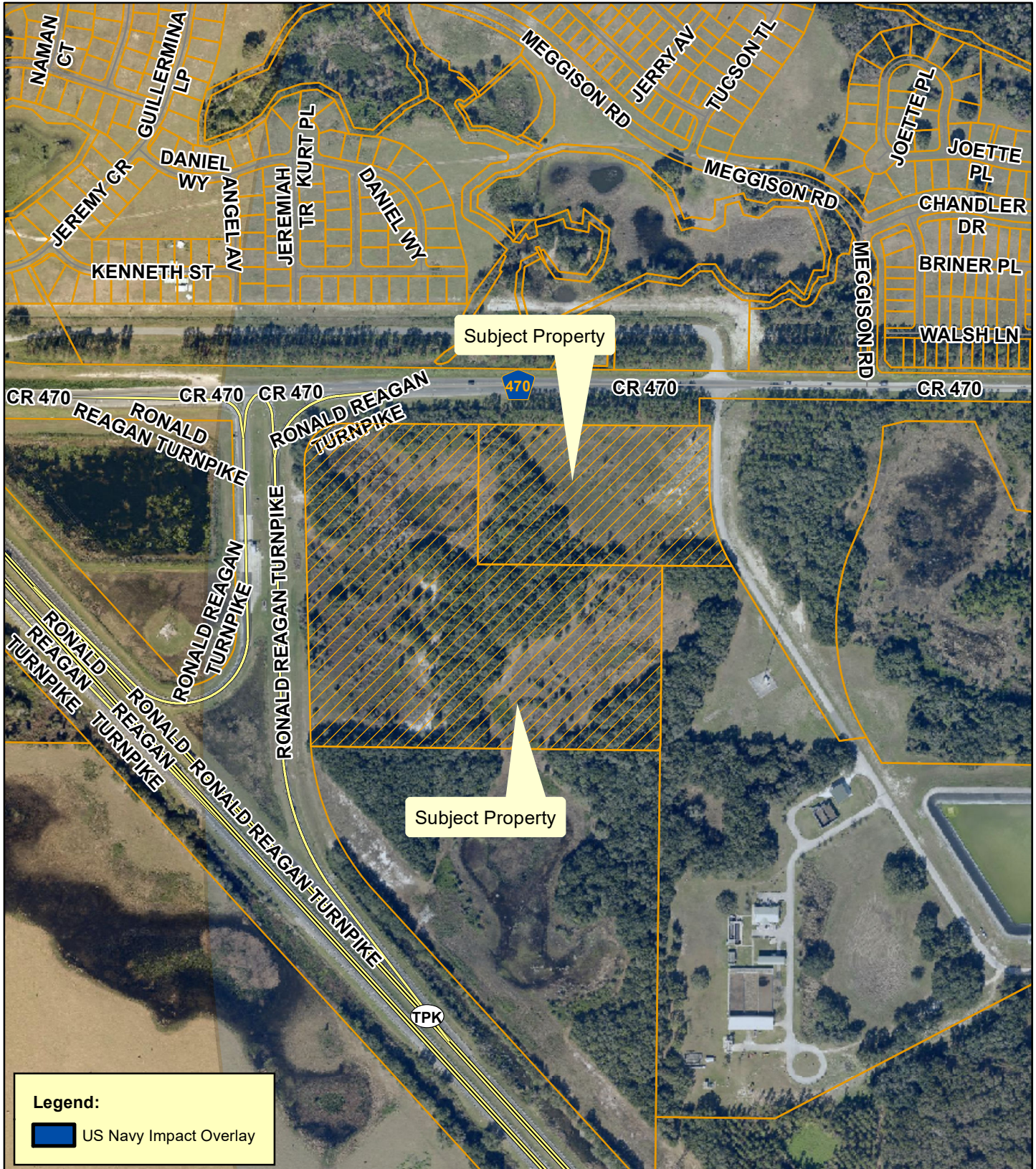


Planning & Zoning Division

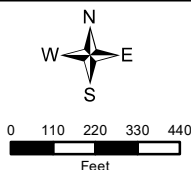


470 Leesburg, LLC
SSCP-23-404; PUD-23-405
AK #'s 3906202 & 3913818
Section 17, Township 20 South, Range 24 East
September 21, 2023

US Navy Impact Overlay

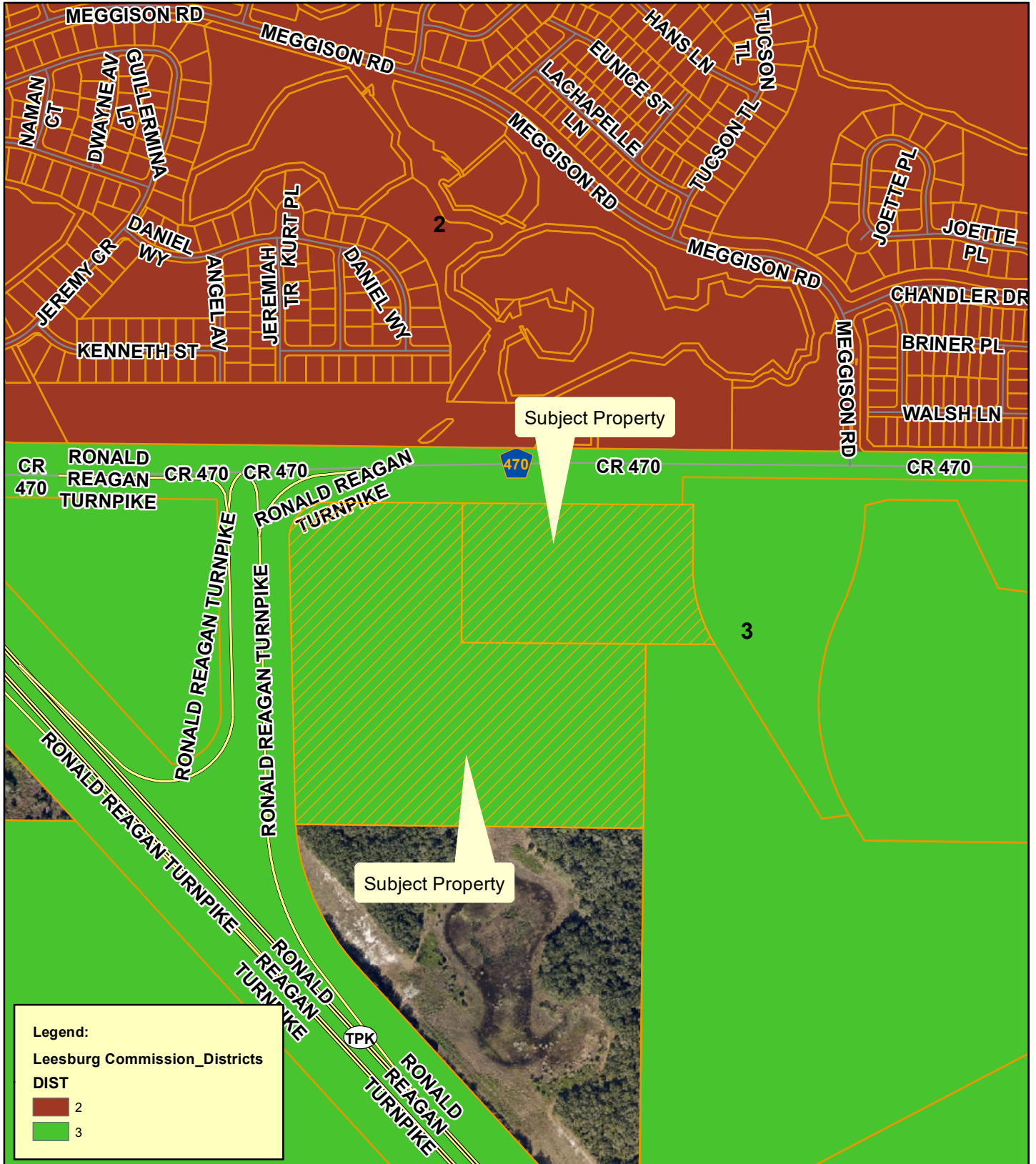


**Planning
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Division**

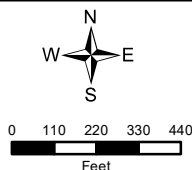


470 Leesburg, LLC
SSCP-23-404; PUD-23-405
AK #'s 3906202 & 3913818
Section 17, Township 20 South, Range 24 East
September 21, 2023

Commission District



**Planning
& Zoning
Division**



470 Leesburg, LLC
 SSCP-23-404; PUD-23-405
 AK #'s 3906202 & 3913818
 Section 17, Township 20 South, Range 24 East
 September 21, 2023

Business Impact Estimate

Title: 470 LEESBURG, LLC FLUM AMENDMENT

Summary of Ordinance: AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING APPROXIMATELY 36.96 +/- ACRES FROM NEIGHBORHOOD MIXED USE TO GENERAL COMMERCIAL, FOR A PROPERTY GENERALLY LOCATED EAST THE FLORIDA TURNPIKE AND SOUTH OF COUNTY ROAD 470, LYING IN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (470 LEESBURG, LLC SSCP)

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.3.

Meeting Date: December 11, 2023

From: Dan Miller, (Planning and Zoning Director), Christine Rock, (Senior Planner)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 36.96 +/- acres from PUD (Planned Unit Development) to PUD (Planned Unit Development) to allow for commercial and multi-family residential uses for a property generally located east of the Florida Turnpike and south of County Road 470, lying in Section 17, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (470 Leesburg, LLC PUD)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from PUD (Planned Unit Development) to PUD (Planned Unit Development) to allow for commercial and multi-family residential uses.

Analysis:

The project site is approximately 36.96 +/- acres, and is generally located east of the Florida Turnpike and south of County Road 470 as shown on the attached maps. At this time, the property is undeveloped. The proposal will allow for development of commercial and multi-family residential uses. The existing land uses surrounding the property are residential, government, and vacant commercial.

The Planning Commission held a public hearing on the application on October 19, 2023 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to PUD (Planned Unit Development); or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development of the property will increase the anticipated impact from collection of impact fees, ad valorem taxes and utility charges.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 36.96 +/- ACRES FROM PUD (PLANNED UNIT DEVELOPMENT) TO PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR COMMERCIAL AND MULTI-FAMILY RESIDENTIAL USES FOR A PROPERTY GENERALLY LOCATED EAST OF THE FLORIDA TURNPIKE AND SOUTH OF COUNTY ROAD 470, LYING IN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (470 LEESBURG, LLC PUD)

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

Section 1.

Based upon the petition of 470 Leesburg, LLC, "Permittee", 26736 U.S. Highway 27, Leesburg, Florida, 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 A)

Section 2.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 11th day of December 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

470 LEESBURG, LLC PUD
PUD (PLANNED UNIT DEVELOPMENT AGREEMENT)
October 19, 2023

This Planned Unit Development Agreement for a PUD (Planned Unit Development) zoning district is granted by the City of Leesburg Planning Commission, Lake County, Florida to **470 Leesburg, LLC, "Permittee", 26736 U.S. Highway 27, Leesburg, Florida**, for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed multi-family and commercial development consisting of approximately 36.96 acres containing a maximum of 325 multi-family units and commercial out parcels, generally located east of the Florida Turnpike and south of County Road 470, on a site within the City of Leesburg in accordance with their PUD application and supplemental information.

PURPOSE

The purpose of this document is to provide appropriate zoning standards for a high-quality built environment through the application of flexible and diversified land development requirements, which shall be implemented in conjunction with a master site development plan and the City of Leesburg Code of Ordinances, therefore allowing for more efficient and optimal use of the subject property, and to increase the overall economic opportunity and employment base of Leesburg, Florida.

CONDITIONS

The following conditions shall apply to the development proposed herein. If any instance where the conditions of this document may conflict with the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. **PERMISSION** is hereby granted to **470 Leesburg, LLC, "Permittee", 26736 U.S. Highway 27, Leesburg, Florida**, to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.

2. **LEGAL DESCRIPTION**

See attached **Exhibit B, Legal Description**.

3. LAND USE

The above-described property, containing approximately 36.96 acres, shall be used for multi-family and commercial development substantially consistent with the **Conceptual Plan, Exhibit C**, attached hereto, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

1. Multi-family residential units, maximum of 325 units
 - a. Amenities shall include pool and associated cabana(s), gym, playground, six-foot wide walking trails along water retention/detention ponds, dog park, raised bed gardens (10% of the proposed number of units at site plan) with associated irrigation and tool shed.
2. Commercial Uses
 - a. General retail sales/services
 - b. Restaurants
 - c. Pharmacy uses
 - d. Professional Offices
 - e. Medical offices/clinics
 - f. Urgent care facilities
 - g. Veterinary/Pet care
 - h. Coffee shops with or without drive-thru
 - i. Day care centers
 - j. Houses of Worship
 - k. Fitness centers
 - l. Personal services, (i.e. beauty salons, spa, etc., also see prohibited uses)
 - m. Hotel
3. Indoor and Outdoor Storage
 - a. Landscape buffering required as specified in *Section 10 Open Space, Landscaping & Buffer Requirements*.

B. Other Related Uses

Other uses, related to the primary use, may be included by written determination of the Planning & Zoning Director. Such uses shall be consistent with the intent and purpose of the zoning requirements set forth in this PUD Agreement, and shall meet the parking standards as required herein. Parking availability may limit the permitted uses.

C. Prohibited Uses

All uses not specifically permitted by Sections 3.A.1, 3.A.2, and 3.A.3 above shall be considered prohibited.

4. DEVELOPMENT STANDARDS FOR MULTI-FAMILY USES

- A. The project shall contain a maximum of 325 multi-family residential units on approximately 36.96 acres at a gross density not to exceed 12.88 units per acre.
- B. The minimum development standards shall be those required for the R-3 High Density Residential district except as amended by this agreement and as follows:
 1. General Standards
 - a. The development may be a combination of one, two, and three-bedroom units. Each dwelling unit shall meet the following size requirements:
 - i. One-bedroom units shall not be less than 800 square feet.

- ii. Two-bedroom units shall not be less than 1000 square feet.
 - iii. Three-bedroom units shall not be less than 1200 square feet.
- 2. Building Setbacks (as measured from the property lines)
 - a. Front: 25-feet
 - b. Side: 15-feet
 - c. Rear: 15-feet
 - d. Perimeter property boundary: 25-feet (See Section 10, Open Space, Landscaping & Buffer Requirements)
 - e. Minimum distance between structures shall be 20 feet; measured from building wall to building wall.
- 3. Open Space
 - a. A minimum of thirty-five (35) percent of the site shall be developed as open space, including retention areas, buffer and landscaped areas. Parking areas and vehicle access areas shall not be considered in calculating open space.
- 4. Maximum allowed Impervious Surface Ratio (ISR) of 65%.
- 5. Height
 - a. Maximum building height shall not exceed four (4) stories with a maximum height of 52-feet except for additional height approved by staff for roof, elevators, a/c units etc., as approved through the Development Review process.

5. DEVELOPMENT STANDARDS FOR COMMERCIAL

- A. Lot development standards shall be those of the C-3 (Highway Commercial) zoning district, except as amended by these conditions, and may limit the permitted uses based on site plan requirements.
- B. Building Setbacks (as measured from the property lines)
 - 1. Front: 25-feet
 - 2. Side: 15-feet
 - 3. Rear: 15-feet
 - 4. Perimeter property boundary: 25-feet (See Section 10, Open Space, Landscaping & Buffer Requirements)
 - 5. Accessory structures shall have a minimum rear and side setback of ten (10) feet, and shall not occupy more than 15% of the required rear yard.
- C. Open Space
 - 1. A minimum of thirty-five (35) percent of the site shall be developed as open space, including retention areas, buffer and landscaped areas. Parking areas and vehicle access areas shall not be considered in calculating open space.
- D. Height
 - 1. Maximum building height shall not exceed four (4) stories with a maximum height of 52-feet except for additional height approved by staff for roof, elevators, a/c units etc., as approved through the Development Review process.
- E. Maximum allowed Impervious Surface Ratio (ISR) of 65%.
- F. All structure heights shall be measured from the first floor, finished floor elevation on the site.
- G. Easements:
 - 1. As part of the development process, easements shall be provided as required by the City of Leesburg and other utility providers, including but not limited to

water, wastewater, natural gas, electric, fiber, cable, and communications, for installation and maintenance of utilities.

- H. 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).
- I. Areas of property not occupied by structures, displays or paving shall be landscaped and maintained in accordance with City of Leesburg Code of Ordinances, as amended.

6. ACCESS AND CIRCULATION

A. Site Access

- 1. Access to the site shall be provided by a minimum of one access point from the existing paved road on the east side of the property that services the City of Leesburg Wastewater Plant. Final determination of the direction of traffic movement into and out of all permitted access points shall be determined through the traffic/transportation study review process as required by the City's site plan review process.

B. Internal Circulation

- 1. All drives and access points shall be constructed so that the continuous vehicular and pedestrian access is available among and between the commercial and multi-family uses.

C. Pedestrian Access

- 1. 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, to adjoining properties.
- 2. Sidewalks shall be installed per City of Leesburg codes and specifications.
- 3. All pedestrians crossing areas shall be visibly marked with appropriate pedestrian crossing signage and striping. Intersections shall have street pavers, striping or similar materials approved through the appropriate site and/or building permit process, to allow safe crossing points and pedestrian access to all structures.

7. PARKING

A. General

- 1. The permittee shall have off-street parking spaces within all areas of the property per an approved site plan pursuant to the City of Leesburg Code of Ordinances. All development shall include the required number of handicapped parking spaces.
- 2. The location and design of the proposed parking areas will be reviewed during the site plan review process to provide for adequate parking, which may limit the permitted uses of the site.

B. Commercial

- 1. 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. In the commercial area, each landscape island shall be at least 200 square feet, and contain at a minimum, one canopy or understory tree, plus shrubs and groundcover.

- C. Multi-Family
 - 1. Parking Space Requirements
 - (i) One (1) space per one-bedroom units
 - (ii) Two (2) spaces per two or more-bedroom units

8. **ARCHITECTURAL STANDARDS**

- A. To provide for consistent architectural standards and design along County Road 470, the following standards shall apply.
- B. The City of Leesburg, under Ordinance 16-35, adopted Commercial Architectural Standards, now codified under Section 25-360, City of Leesburg Code of Ordinances. This section shall be required for all commercial and multi-family construction for the subject property.
- C. Mechanical units and roof equipment should be screened from view with parapet or other screening method so that the equipment is not seen from the public-right-of way or residential property.
- D. With the exception of building height and setbacks, spatial requirements set forth herein for non-residential structures shall be deemed satisfied provided as-built measurements do not deviate from such requirement by more than five (5) percent.
- E. The Permittee shall utilize “Dark Sky” lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are shown on as **Exhibit E**, attached hereto.
- F. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Director or designee.
- G. Architectural facades shall be submitted to staff to review for consistency with the conditions of this PUD Agreement.

9. **SIGNAGE**

- A. Ground signs
 - 1. All ground signage for the property shall be monument style signs with design and architectural style consistent with the overall development, and consistent with the requirements of the sign regulations of the City of Leesburg.
- B. Alternative Designs.
 - 1. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Planning and Zoning Director where the architectural style would be in keeping with the intent of these sign regulations.
- C. Landscaping for ground signs
 - 1. Landscaping around all monument signs shall comply with the standards and requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.
- D. Wall signs
 - 1. All wall signage for the property shall be designed and constructed to comply with the standards and requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.

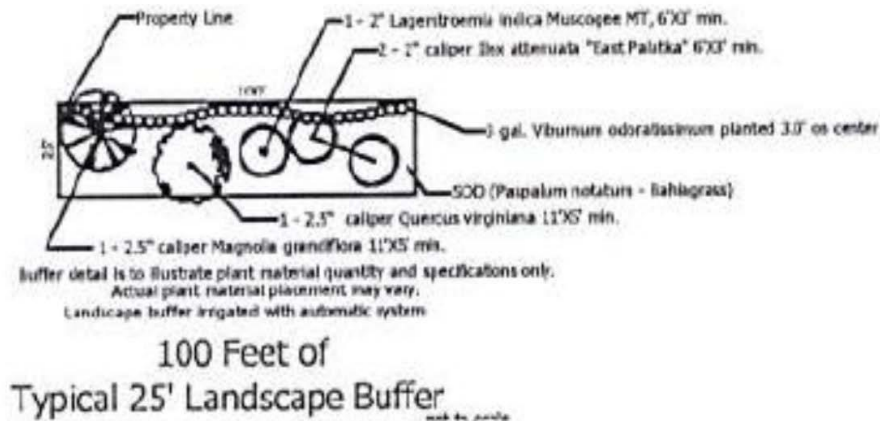
10. **OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS**

- A. To provide for consistent landscaping and buffering along County Road 470, the following standards shall apply.
- B. Open space may consist of buffers, wetlands, retention and recreation areas.
- C. Required Perimeter Landscape Buffers:
 - 1. North – 25'
 - 2. South – 25'
 - 3. East – 25'
 - 4. West – 25'
- D. Six-foot walking trails by water retention/detention ponds will have a minimum tree planting along said water retention/detention pond at a rate of 1 tree at a DBH of 2.5" for every 500 linear feet.
- E. Landscape buffers are to consist of natural existing landscaping where possible.
- F. A master landscape plan shall be submitted for review by City staff for all landscaping, buffer and boundary areas, parking lots, access roads, entry ways and new construction. This plan shall be reviewed for consistency with this PUD document and the Conceptual Site Plan (**Exhibit C**), attached hereto, and City of Leesburg landscape code requirements.
- G. All other landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-323, and at a minimum shall contain the following plantings as noted in Figures A and B below.

Figure A

Canopy Trees (per 100 l.f.)	2 per 100 linear ft
Tree CAL/Height	2" cal, 12' overall height
Optional Ornamental Trees (per 100 l.f.)	3 per 100 linear ft
Tree CAL/Height	2" cal, 7' overall height
Shrub Screen (per 100 l.f.)	
Square Ft. of Shrubs	(33) 3 gal plants, 18"—24" minimum at installation (depending on species); hedges to be 36"—42" high by thirty-six (36) inches wide hedge or continuous landscape screen with a ninety (90) percent opacity within one (1) year of planting
Container size	3 gal

Figure B



- H. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Director or designee, to the extent that the overall intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.
- I. The surveying of trees on the property shall be conducted as follows:
 1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
 2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
 3. The tree survey shall be completed by a licensed surveyor.

11. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall consist of not less than 200 square feet of space per dwelling unit, or 1.5 total acres, whichever is greater.
- B. Amenities shall include a pool and associated cabana(s), gym, playground, dog park, raised bed gardens (10% of the proposed number of units at site plan) with associated irrigation and tool shed, and six-foot wide walking trails along water retention/detention ponds with a minimum tree planting along said water retention/detention pond with landscaping as specified in *Section 10 Open Space, Landscaping & Buffer Requirements*.
- C. The primary recreational facility shall be constructed in conjunction with and completed no later than Certificate of Occupancy for the residential structure.
- D. Credit for recreational space shall be given for areas dedicated to recreational space, to include items such as a clubhouse with recreation room, swimming pool, outdoor cooking facilities such as grills, youth playgrounds, play courts, dog parks or other similar uses which will meet the intent of this document. Other similar uses which will meet the intent of this document may be supplied by the developer.

- E. Active recreational activity space shall be calculated at a rate of 1.25 times for activities such as, but not limited to:
 - 1. Trails, playgrounds, basketball, tennis, handball courts, etc.
 - 2. Community swimming pool, including the deck area surrounding such pools.
 - 3. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreational purposes.
 - 4. Other active recreational activities may be used for credit, subject to approval by the City of Leesburg.

12. UTILITIES

- A. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:
 - 1. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
 - 2. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new home projects in the city, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.
 - 3. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

13. STORMWATER/DRAINAGE MANAGEMENT

- A. All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:
 - 1. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
 - 2. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.

3. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's or property owners association is an acceptable maintenance entity.
4. The existing 100-year flood plain on the property shall be shown on all plans and lots.
5. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
6. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.
7. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.
 - a. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
 - b. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

14. WETLANDS, FLOOD ZONES & WILDLIFE

- A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.
- B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.
- C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.
- D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.

- E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.
- F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.
- G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.
- H. A map indicating the location of the 100-year flood plain.
- I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

15. TRANSPORTATION IMPROVEMENTS

- A. Traffic/Transportation Study
 - 1. Traffic/transportation studies shall be submitted for new developments/phases during the site plan review process, for review and determination of any access improvements as required by FDOT, Lake County, the Lake-Sumter MPO or the City of Leesburg. Any required improvements will be the responsibility of the Permittee.
- B. Approvals for Improvements
 - 1. All transportation improvements shall be contingent upon site plan approval by City of Leesburg staff during development review/permit application. Said approval shall also be contingent upon review and approval by the Lake-Sumter MPO, Lake County and the Florida Department of transportation where required.
 - 2. Improvements required may include, but are not limited to, traffic signals, turn lanes, acceleration/deceleration lanes, etc.
- C. Roadway Improvements
 - 1. The Applicant shall provide all necessary roadway and intersection improvements within the development and its connection to County Road 470.
 - 2. Any offsite improvements required by FDOT, Lake County, Lake-Sumter MPO and the City of Leesburg shall be based on a current traffic analysis, shall be the developer's responsibility and shall be reviewed by City staff during the site plan review process. Approval of all necessary permits and improvements as required by the City of Leesburg, the Lake-Sumter MPO, Lake County and FDOT shall include any needed right-of-way, signalization and improvements required to support the development.

- D. Internal Circulation
 - 1. Drives and accesses shall be constructed within the interior of the development such that continuous vehicular access is available among and between all structures within the development.
- E. Bus Stop
 - 1. Because the proposed development lies along and near 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 if requested by the Lake-Sumter MPO during the site plan review process.
 - 2. If recommended by the Lake-Sumter MPO, the bus stop shall be constructed prior to certificate of occupancy for the first building on the site.

16. IRRIGATION & WATER USAGE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-327, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

17. MAINTENANCE

- A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A homeowner's association or property owner's association shall serve as an appropriate entity for all common properties within the development.

18. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in these PUD Conditions of Approval, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. Implementation of the project shall substantially commence within one-hundred twenty (120) months after approval of this Planned Development. In the event, the conditions of the PUD have not been substantially implemented during the required time period, the City of Leesburg shall have the option of scheduling the PUD, with due notice to the owner and surrounding property owners, for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to another appropriate zoning classification.
- C. As part of the overall development process, if the project is constructed in phases, then plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

19. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Agreement. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development Agreement set forth herein, and with all City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in these PUD Agreement of Approval shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. This PUD Agreement shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

20. LEVELS OF SERVICE

- A. Levels of Service
 - 1. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid water. No final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.
- B. Utilities
 - A. Projected Capacities
 - a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.
- C. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed

in a fashion consistent with the City's master plans and to the City standards and specifications.

D. Commitment of Capacity

1. There are no previous commitments of any existing or planned excess capacity for this property.

E. Ability to Provide Services

1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

EXHIBIT B**LEGAL DESCRIPTION**

Alternate Key 3906202:

Commencing at the North Quarter Corner of Section 17, Township 20 South, Range 24 East, of Lake County, Florida; Thence run South 00°39'37" West, along the East line of the Northeast Quarter of said Section 17, A distance of 150.50 feet to the intersection of said Quarter Section Line and the Southerly right of way of County Road 470 as it exists in September of 2016, said intersection being the point of beginning of this description; Thence from said point of beginning, run North 89°36'42" West along said southerly right of way line a distance of 673.37 feet; Thence departing the right of way of county road 470, run South 00°23'08" West a distance of 508.57 feet; Thence run South 89°32'21" East a distance of 923.49 feet to a curve on the westerly right of way of a 50 foot wide entrance road, said curve having a radius of 525 feet, an arc length of 298.99 feet and a delta angle of 32°37'48"; Thence running with the chord bearing of said curve North 15°52'16" West a chord distance of 249.96 feet to the point of tangency of said curve and the westerly right of way of said entrance road; Thence run along said westerly right of way North 00°26'37" East a distance of 226.51 feet to the aforementioned southerly right of way of county road 470; Thence along aforementioned right of way, run North 89°36'42" west a distance of 167.78 feet to the point of beginning of this description.

Alternate Key 3913818:

Commencing at the North ¼ Corner of Section 17, Township 20 South, Range 24 East, of Lake County, Florida; Thence run South 00°39'37" West, along the east line of the Northeast ¼ of said Section 17, a distance of 150.50 feet to the intersection of said Quarter Section line and the southerly right of way of County Road 470 as it exists in September of 2016; Thence run North 89°36'42" West, along said Southerly right of way line a distance of 673.37 feet to the point of beginning of this description; Thence continuing along said right of way line, run North 89°36'42" West, a distance of 501.21 feet to a point of curvature of the easterly right of way of the Florida Turnpike, the curve of said Turnpike right of way having an arc length of 213.14 feet, a radius of 137.26 feet and a delta angle of 88°58'18"; Thence run with the chord bearing of said curve South 43°11'28" West, a chord distance of 192.36 feet to the point of tangency of said curve; Thence along said easterly Turnpike right of way, run South 01°17'14" East a distance of 1032.46 feet; Thence departing said right of way line, run South 89°18'03" East, a distance of 1268.91 feet; Thence run North 00°41'57" East, a distance of 671.59 feet; Thence run North 89°32'21" West, a distance of 670.93 feet; Thence run North 00°23'08" East, a distance of 508.57 feet to the point of beginning.



EXHIBIT D

REPRESENTATIVE FAÇADE SAMPLES





TYPICAL DARK SKY LIGHTING FIXTURES

Examples of Acceptable / Unacceptable Lighting Fixtures

Unacceptable / Discouraged

Fixtures that produce glare and light trespass

**Acceptable**

Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night



Illustrations by Bob Ciesla © 2005. Rendered for the Town of Southampton, NY. Used with permission.



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

DATE: October 19, 2023
OWNER: 470 Leesburg, LLC
PETITIONER: LPG Urban & Regional Planners, LLC.
PROJECT: 470 Leesburg, LLC
REQUEST: Small Scale Comprehensive Plan Amendment from Neighborhood Mixed Use to General Commercial
CASE NO.: SSCP-23-404

THE PLANNING & ZONING DIVISION RECOMMENDS:

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

1. This project meets the requirements of Chapter 163.3187 Florida Statutes, for Small Scale Comprehensive Plan Amendments.
2. The proposed request for a Small-Scale Comprehensive Plan amendment is compatible with the adjacent future land use designations of Leesburg Industry and Technology Commerce Park, Age Restricted Development, Institutional, and Lake County Urban Low Density.
3. The proposed request under Case Number PUD-23-405, is compatible with the current surrounding zoning districts of Leesburg PUD (Planned Unit Development), ARD (Age Restricted Development), P (Public), and Lake County A (Agriculture).
4. The proposed development is located within the Naval Undersea Center Mission Impact Zone, and is consistent with Comprehensive Plan Objective 1.16, Ensuring Land Use Compatibility within Mission Impact Area and Comprehensive Plan Policy 1.16.11, City of Leesburg Coordination and Review with NUWC (Naval Undersea Warfare Center).
5. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve staff's recommendation to change the future land use designation of the subject property from Neighborhood Mixed Use to General Commercial and forward this recommendation to the City Commission for consideration.

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

DATE: October 18, 2023
OWNER: 470 Leesburg, LLC
PETITIONER: Ryan Solstice, LPG Urban & Regional Planners, LLC.
PROJECT: 470 Leesburg, LLC
REQUEST: Small Scale Comprehensive Plan Amendment to General Commercial and Rezoning to PUD (Planned Unit Development)
CASE NO.: SSCP-23-404; PUD-23-405

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 10/16/2023.

FIRE

No comments received as of 10/16/2023.

ELECTRIC

Leesburg Electric has no issues. This is outside our service territory. - Steve Davis, 10/2/2023

GAS

No comments received as of 10/16/2023.

GIS

No comments received as of 10/16/2023.

BUILDING

No comments received as of 10/16/2023.

PUBLIC WORKS

No comments received as of 10/16/2023.

ADDRESSING

No comments received as of 10/16/2023.

HOUSING & REDEVELOPMENT

No comments received as of 10/16/2023.

LAKE COUNTY PUBLIC WORKS

The future access would be realigned with the Villages commercial property on this south side of CR 470. If this development comes before the eastern realignment occurs, then this development will be required to provide additional offsite road improvements on CR 470. – Seth Lynch, 10/18/2023

LAKE COUNTY SCHOOLS

An Adequate Public Facilities determination for 325 MF units was issued for this project. I have attached a copy for your file. The project will be subject to school concurrency review prior to final site plan approval.
– Helen LaValley, 10/12/2023

PUBLIC RESPONSES

No responses received as of 10/16/2023.

Approval

Disapproval

No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

No comments received as of 10/16/2023.

PUBLIC COMMENTS (DISAPPROVAL)

No comments received as of 10/16/2023.



201 West Burleigh Boulevard • Tavares • FL 32778-2496
(352) 253-6500 • Fax: (352) 253-6503 • www.lake.k12.fl.us

Superintendent:
Diane S. Kornegay, M.Ed.

School Board Members:
District 1
Bill Mathias
District 2
Tyler Brandeburg
District 3
Marc Dodd
District 4
Mollie Cunningham
District 5
Stephanie Luke

August 21, 2023

Mr. Michael Rankin
LPG Urban & Regional Planners
1162 Camp Avenue
Mount Dora, Florida 32757

RE: 470 Leesburg LLC – Leesburg
Adequate Public Facilities Determination (LCS APF13-2023)
Alt Key(s): 3906202, 3913818

Dear Mr. Rankin:

The School District has reviewed the above referenced development information proposing 325 multi-family dwelling units on approximately 39 acres. The subject property is located on County Road 470, east of the Florida Turnpike in the Leesburg area.

The proposed development has the potential to generate approximately ninety-two (92) students for the Lake County School system. Based on current school attendance zones, the schools impacted by the proposed residential project and their projected capacities are as follows:

- | | |
|-------------------------------------|----------------------|
| • Leesburg Elementary School | 118% Capacity |
| • Oak Park Middle School | 87% Capacity |
| • Leesburg High School | 85% Capacity |

Currently, the district's Five-Year Capital Plan does include funding in the first two years of the plan for Beverly Shores Elementary modernization and a replacement school for Fruitland Park Elementary. These projects will provide some capacity relief at the elementary school level. The District is aware of the residential growth in this area and will continue to monitor in order to determine the need and timing of capacity relief projects in the future.

Please be advised that the information contained in this letter **does not** constitute school concurrency review. The capacities referenced above do not include current valid capacity reservations. Proportionate share mitigation may be required at time of school concurrency review.

Should you have any questions or need additional information please contact me at (352) 253-6694 or by email at lavalleyh@lake.k12.fl.us.

Sincerely,


Helen LaValley
Growth Planning Department

Encl: Adequate Public Facilities Analysis Revised



Lake County Schools Adequate Public Facilities Determination

REVIEWING AUTHORITY	Lake County Schools	APF13-2023
PROJECT NAME/CASE#	470 Leesburg LLC	
ITEM DESCRIPTION	325 Multi-family units	
LOCATION	CR 470, east of the Florida Turnpike, approx. 39 acres	
AK's	3906202, 3913818	

	SF-DU	MF-DU	MH-DU	SF Impacts	MF Impacts
NEW DU IMPACT (units)				0	325
STUDENT GENERATION	0.350	0.282	0.185	0	92
Elementary School	0.157	0.153	0.095	0	50
Middle School	0.079	0.061	0.044	0	20
High School	0.114	0.068	0.046	0	22

*Students generated may differ from distribution percentages due to rounding

CSA #11

	Enrollment 2022-2023	Permanent Capacity*	Projected Capacity %	Student Enrollment w/ Impact	% of Perm. Capacity w/ Impact	Planned Capacity Project
Assigned Schools:						
Leesburg Elementary	822	741	111%	872	118%	No
Oak Park Middle	577	687	84%	597	87%	No
Leesburg High	1,646	1,963	84%	1,668	85%	No

Lake County School District Five-Year Plan, Fiscal Year 2023/2027

Comments:

Sidewalks and pedestrian access were not reviewed.

Please note that this is NOT a School Concurrency capacity reservation.

*Permanent capacity does not include relocatables/portables.

This review does **not** include already reserved capacities.

Prepared by: Helen LaValley, Lake County Schools Growth Planning Dept.

Issue Date: revised 8/21/2023

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

DATE: September 29, 2023

OWNER: 470 Leesburg, LLC

PETITIONER: Ryan Solstice, LPG Urban & Regional Planners, LLC.

PROJECT: 470 Leesburg, LLC

REQUEST: Small Scale Comprehensive Plan Amendment; Rezoning

CASE NO.: SSCP-23-404; PUD-23-405

GENERAL LOCATION: East of Florida Turnpike and south of County Road 470

FUTURE LAND USE DESIGNATION: Neighborhood Mixed Use

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Leesburg Industry and Technology Commerce Park, Age Restricted Development
South – Lake County Urban Low Density
East – Leesburg Age Restricted Development, Institutional
West – Leesburg Industry and Technology Commerce Park

PROPOSED FUTURE LAND USE DESIGNATION: General Commercial

EXISTING ZONING DESIGNATION: PUD (Planned Unit Development)

SURROUNDING ZONING DESIGNATIONS:

North – Leesburg PUD (Planned Unit Development), ARD (Age Restricted Development)
South – Lake County A (Agriculture)
East – Leesburg ARD (Age Restricted Development), P (Public)
West – Leesburg PUD (Planned Unit Development)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Vacant Industrial, Undeveloped

SURROUNDING LAND USE:

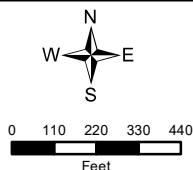
North – Residential
South – Government
East – Vacant Commercial; Government
West – Government

PROPOSED LAND USE: Commercial and Multi-Family Uses

Aerial

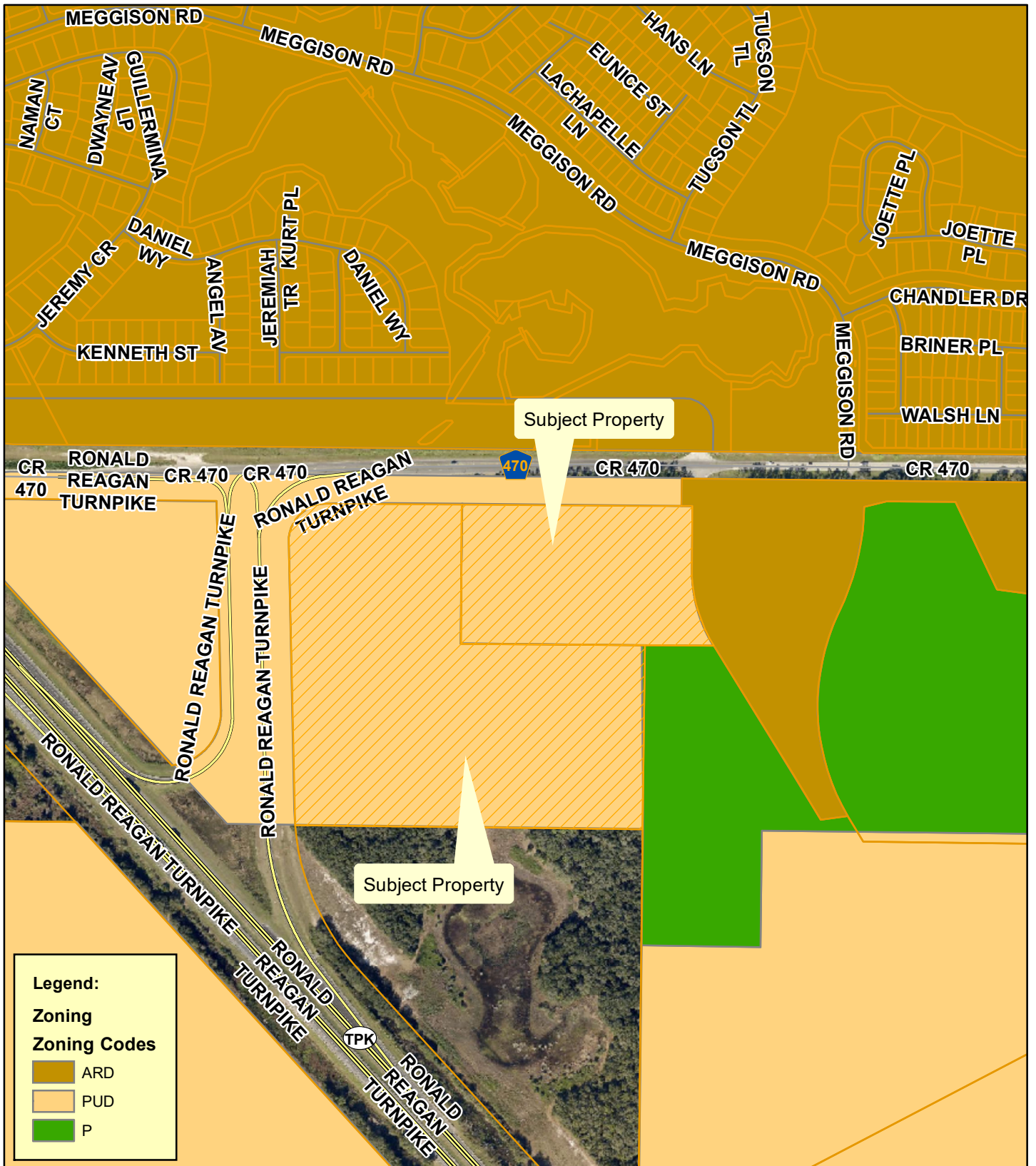


**Planning
& Zoning
Division**

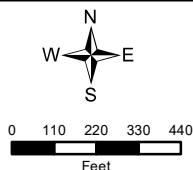


470 Leesburg, LLC
SSCP-23-404; PUD-23-405
AK #'s 3906202 & 3913818
Section 17, Township 20 South, Range 24 East
September 21, 2023

Zoning



**Planning
& Zoning
Division**

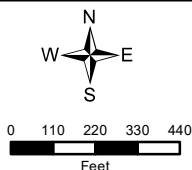


470 Leesburg, LLC
SSCP-23-404; PUD-23-405
AK #'s 3906202 & 3913818
Section 17, Township 20 South, Range 24 East
September 21, 2023

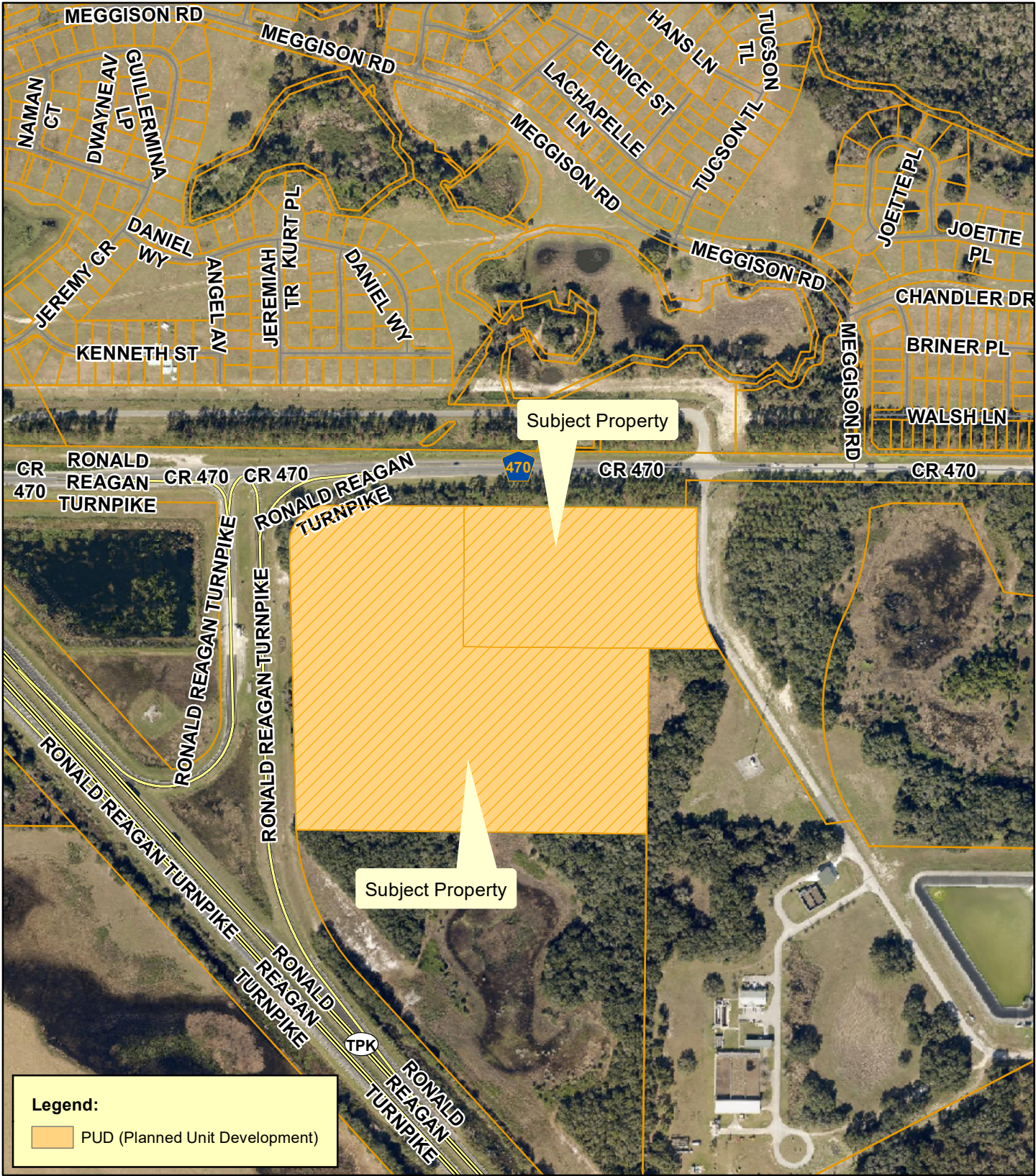
Lake County Zoning



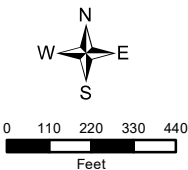
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Proposed Zoning

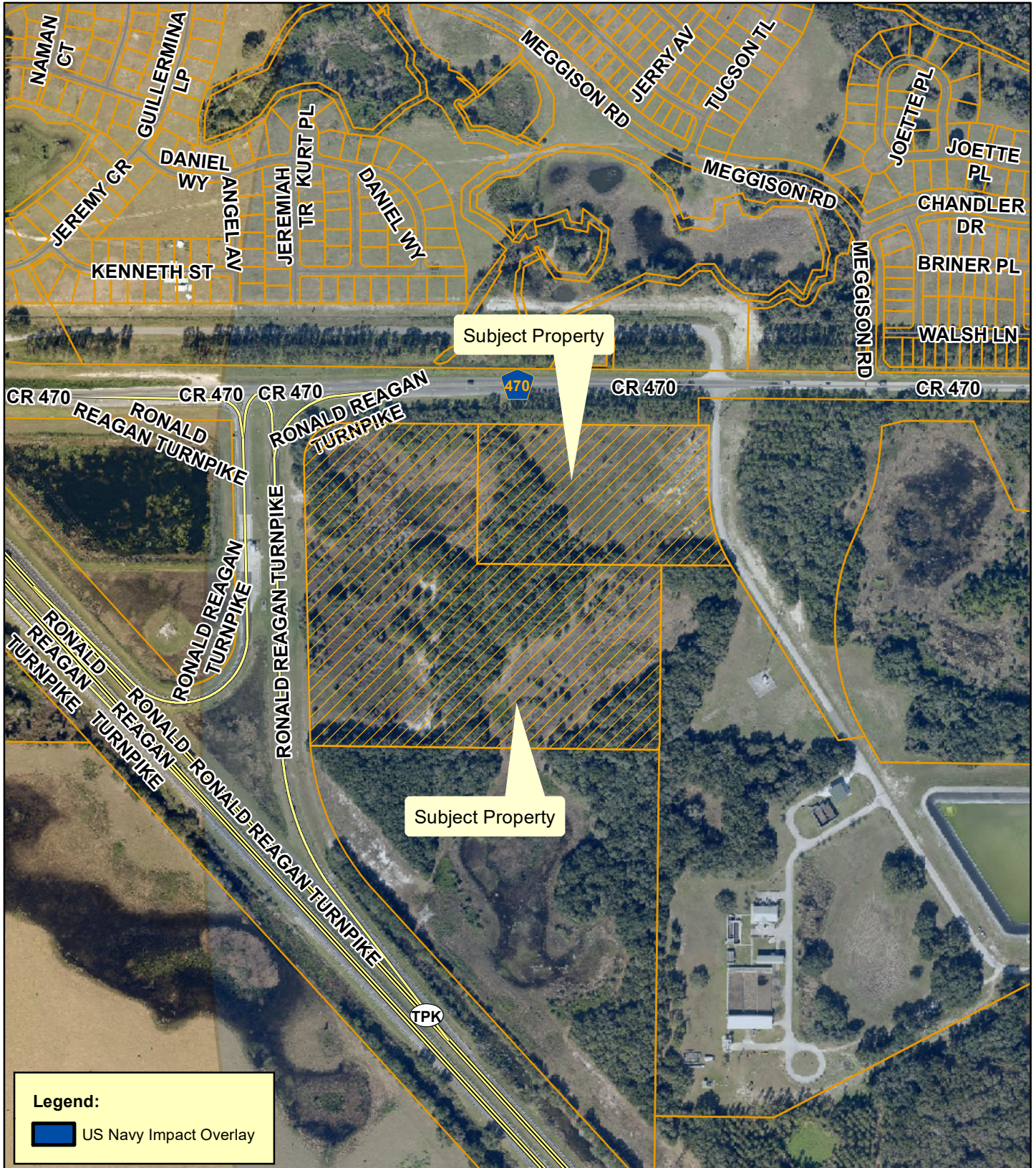


Planning
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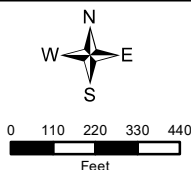


470 Leesburg, LLC
SSCP-23-404; PUD-23-405
AK #'s 3906202 & 3913818
Section 17, Township 20 South, Range 24 East
September 21, 2023

US Navy Impact Overlay



**Planning
& Zoning
Division**



470 Leesburg, LLC
SSCP-23-404; PUD-23-405
AK #'s 3906202 & 3913818
Section 17, Township 20 South, Range 24 East
September 21, 2023



Close up of public notification Sign 1.



Sign 1 - Looking east along County Road 470.



Sign 1 - Looking across County Road 470.



Sign 1 - Looking into property from County Road 470.



Sign 1 - Looking west along County Road 470.



Sign 2 - Looking into property from an unnamed paved road.



Sign 2 - Looking across unnamed paved road.



Sign 2 - Looking north along unnamed paved road towards County Road 470.



Sign 2 - Looking south along unnamed paved road.



Sign 3 – Looking across County Road 470.



Sign 3 – Looking west towards the Florida Turnpike off-ramp and County Road 470.



Sign 3 – Looking into the property from County Road 470.

Business Impact Estimate

Title: 470 LEESBURG, LLC REZONING

Summary of Ordinance: AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 36.96 +/- ACRES FROM PUD (PLANNED UNIT DEVELOPMENT) TO PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR COMMERCIAL AND MULTI-FAMILY RESIDENTIAL USES FOR A PROPERTY GENERALLY LOCATED EAST OF THE FLORIDA TURNPIKE AND SOUTH OF COUNTY ROAD 470, LYING IN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (470 LEESBURG, LLC PUD)

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: December 11, 2023

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

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 0.08 +/- acres from City of Leesburg SPUD (Planned Unit Development) and R-3 (High Density Residential) to City of Leesburg P (Public) to resolve an encroachment from 314 Canal Street onto 300 Canal Street, for a property generally located south of Pine Street and east of S Canal Street, lying in Section 26, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (CAC Canal Street RZ)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from City of Leesburg SPUD (Planned Unit Development) and R-3 (High Density Residential) to City of Leesburg P (Public) to resolve an encroachment from 314 Canal Street onto 300 Canal Street.

Analysis:

The project site (also known as "Tract B") is approximately 0.08 +/- acres, and is generally located south of Pine Street and east of S Canal Street as shown on the attached maps. At this time, the property contains a portion of the building at 314 Canal Street. The proposal will correct the building encroachment and existing split zoning on Tract B, while the building use at 314 Canal Street will continue. The existing land uses surrounding the property are community service, hospital, vacant residential, commercial, and office. City of Leesburg utilities are available on the property.

The Planning Commission held a public hearing on the application on November 16, 2023, and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to P (Public); or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

No fiscal impact is anticipated as a result of this request.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 0.08 +/- ACRES FROM CITY OF LEESBURG SPUD (PLANNED UNIT DEVELOPMENT) AND R-3 (HIGH DENSITY RESIDENTIAL) TO CITY OF LEESBURG P (PUBLIC) TO RESOLVE AN ENCROACHMENT FROM 314 CANAL STREET ONTO 300 CANAL STREET, FOR A PROPERTY GENERALLY LOCATED SOUTH OF PINE STREET AND EAST OF S CANAL STREET, LYING IN SECTION 26, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (CAC CANAL STREET RZ)

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

Section 1.

Based upon the petition of M. Meredith Kirste, P.A. (Kirste Law, Petitioner) for Lake Sumter Children's Advocacy Center, Inc., 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 City of Leesburg SPUD (Planned Unit Development) and R-3 (High Density Residential) to City of Leesburg P (Public) to-wit:

(Legal Description)
(See Exhibit A)

Section 2.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____ 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

CAC Canal Street – East of Canal Street and south of Pine Street.
RZ-23-XXX; Lot Line Deviation
AK#s: 1804787, 2940760
Parent Parcel Legal Descriptions Sourced from Lake County Property Appraiser
Tract B Legal Description Provided by Applicant
Tuesday, September 19, 2023

PARENT PARCELS LEGAL DESCRIPTION

(Sourced from Lake County Property Appraiser)

AK #: 1804787 (Existing Tract B Parent)

LEESBURG LOTS 8, 9, BEG AT A POINT 123 FT N OF SW COR OF LOT 11 BLK 56, RUN N 120 FT, SE'LY ALONG SAID RR R/W W 185 FT, THENCE W'LY 141 FT TO POB--LESS RR R/W--THAT PART OF ACL RR R/W DESCRIBED AS FOLLOWS: FROM NW COR OF LOT 9 BLK 56 IN CITY OF LEESBURG RUN S 88-06-56 E 12 FT ALONG N BOUNDARY OF SAID LOT 9 TO E R/W LINE OF CANAL STREET, S 01-51-07 W ALONG SAID E R/W LINE OF CANAL STREET A DIST OF 122.19 FT TO A POINT ON N'LY R/W LINE OF FORMER ACL RR R/W ASTOR BRANCH & POB, FROM SAID POB, BEING A POINT ON A CURVE CONCAVE SW'LY HAVING A RADIUS OF 1037.51 FT TO WHICH A RADIAL LINE BEARS N 36-18-04 E, THENCE SE'LY ALONG SAID CURVE & N'LY R/W THRU A CENTRAL ANGLE OF 10-58-17, AN ARC DIST OF 198.67 FT TO A POINT ON S BOUNDARY OF SAID LOT 8 BLK 56 IN CITY OF LEESBURG, N 88-03-40 W ALONG SAID S LINE 44.71 FT TO A POINT ON THE S'LY R/W LINE OF SAID RR, SAID POINT BEING A POINT ON A CURVE CONCAVE SW'LY HAVING A RADIUS OF 950.54 FT TO WHICH A RADIAL LINE BEARS N 44-44-16 E, THENCE NW'LY ALONG SAID CURVE & S'LY R/W THRU A CENTRAL ANGLE OF 08-18-19, AN ARC DIST OF 137.79 FT TO A POINT ON E'LY R/W LINE OF CANAL STREET, THENCE N 01-51-07 E 41.13 FT ALONG SAID E'LY R/W LINE TO POB ORB 2464 PG 979 ORB 3852 PG 2146 ORB 3872 PG 2250 ORB 3984 PG 827 ORB 5154 PG 2493

AK #: 1265606 (Proposed Tract B Parent)

LEESBURG LOT 11 BLK 56 LYING SW'LY OF ACL RR--LESS S 45 FT & LESS BEG AT A POINT 123 FT N OF SW COR OF LOT 11 BLK 56, CONT N TO NW COR OF LOT 11 BLK 56, E ALONG SAID N LINE OF LOT 11 TO SW'LY LINE OF ACL RR, SE'LY ALONG SAID RR R/W TO A POINT E OF POB, W TO POB--PB 2 PG 19 ORB 1741 PG 2004 ORB 1870 PG 2053

TRACT B LEGAL DESCRIPTION

(Provided by Applicant)

**TRACT B
LOT 11, BLOCK 56, CITY OF LEESBURG, ACCORDING TO THE MAP OR
PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 19, PUBLIC
RECORDS OF LAKE COUNTY, FLORIDA, LYING SOUTHWESTERLY OF THE
ABANDONED A.C.L. RAILROAD RIGHT OF WAY; LESS THE SOUTH 123
FEET AND LESS THE RIGHT OF WAY FOR CANAL STREET.**

Aerial

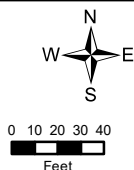


Legend

- Parcels
- Tract B



Planning
& Zoning
Division



CAC Canal Street Tract B RZ

RZ-23-454

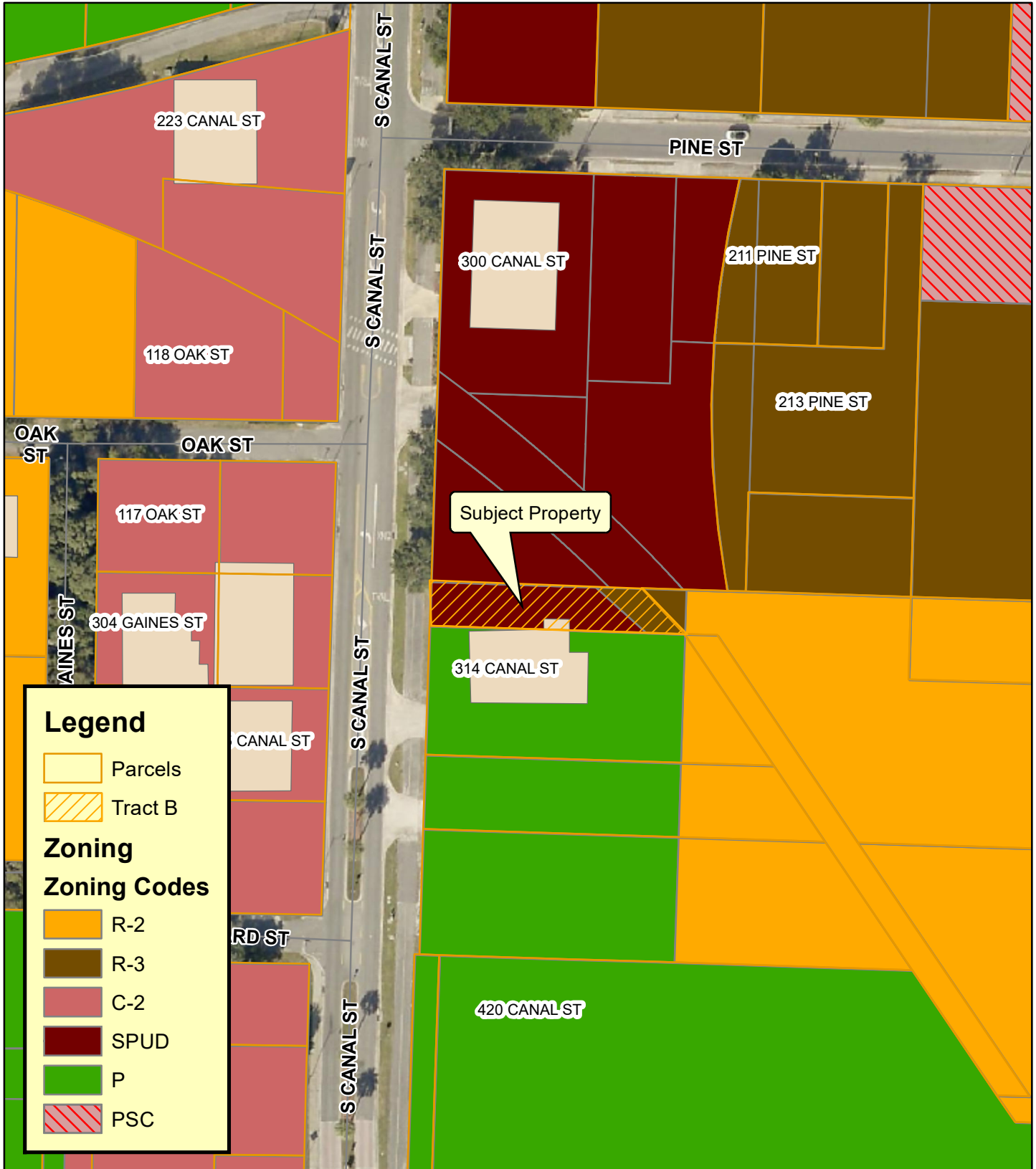
AK #: 1804787

300 S Canal Street, Tract B, Leesburg, FL 34748

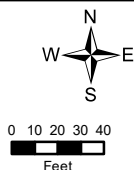
Section 26, Township 19 South, Range 24 East

September 19, 2023

Zoning



**Planning
& Zoning
Division**



CAC Canal Street Tract B RZ

RZ-23-454

AK #: 1804787

300 S Canal Street, Tract B, Leesburg, FL 34748

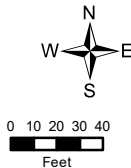
Section 26, Township 19 South, Range 24 East

September 19, 2023

Proposed Zoning

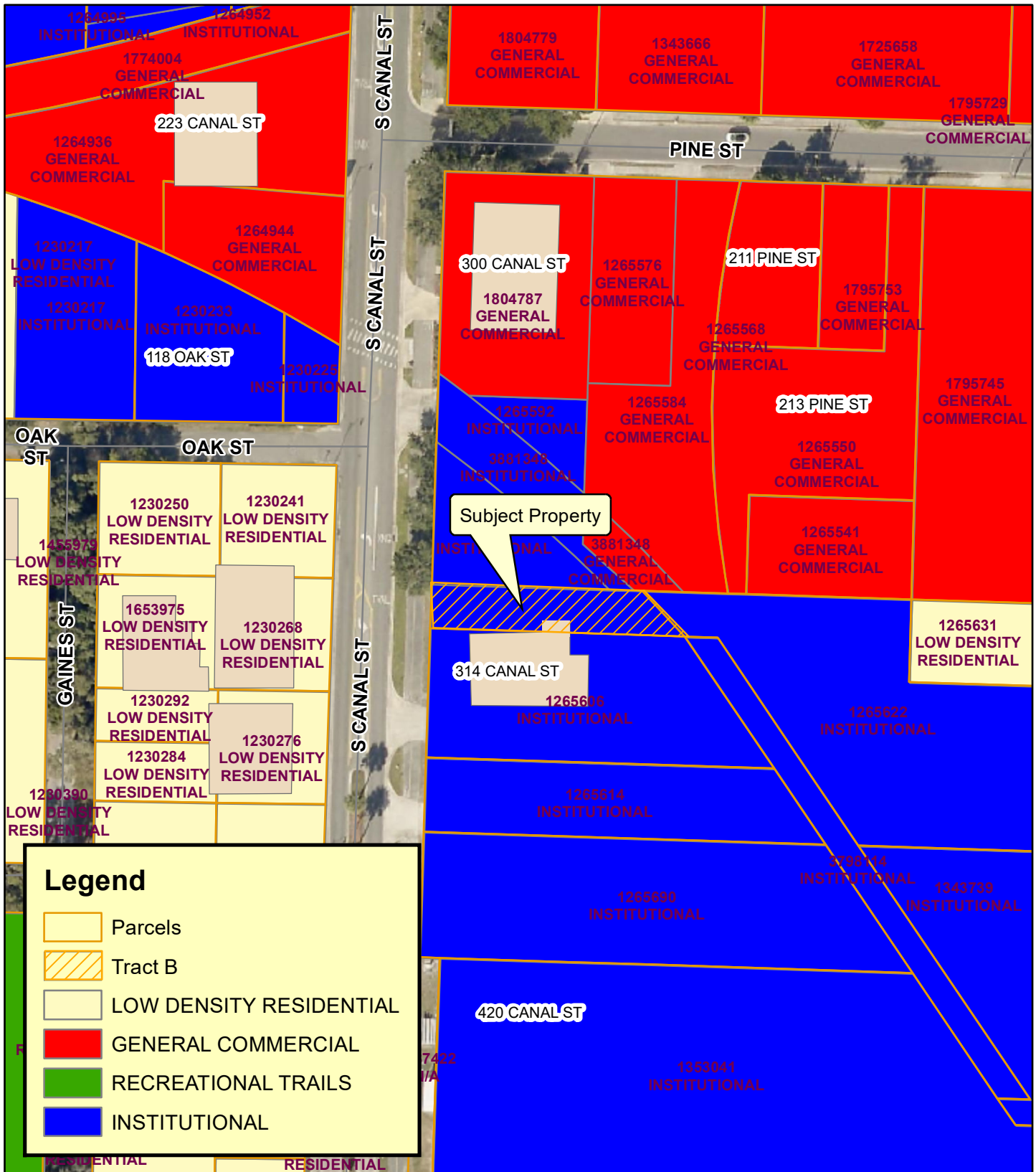


**Planning
& Zoning
Division**

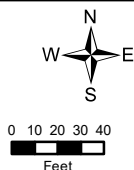


CAC Canal Street Tract B RZ
RZ-23-454
AK #: 1804787
300 S Canal Street, Tract B, Leesburg, FL 34748
Section 26, Township 19 South, Range 24 East
September 20, 2023

Future Land Use



**Planning
& Zoning
Division**

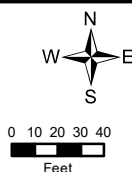


CAC Canal Street Tract B RZ
RZ-23-454
AK #: 1804787
300 S Canal Street, Tract B, Leesburg, FL 34748
Section 26, Township 19 South, Range 24 East
September 19, 2023

Surrounding Land Uses



**Planning
& Zoning
Division**



CAC Canal Street Tract B RZ

RZ-23-454

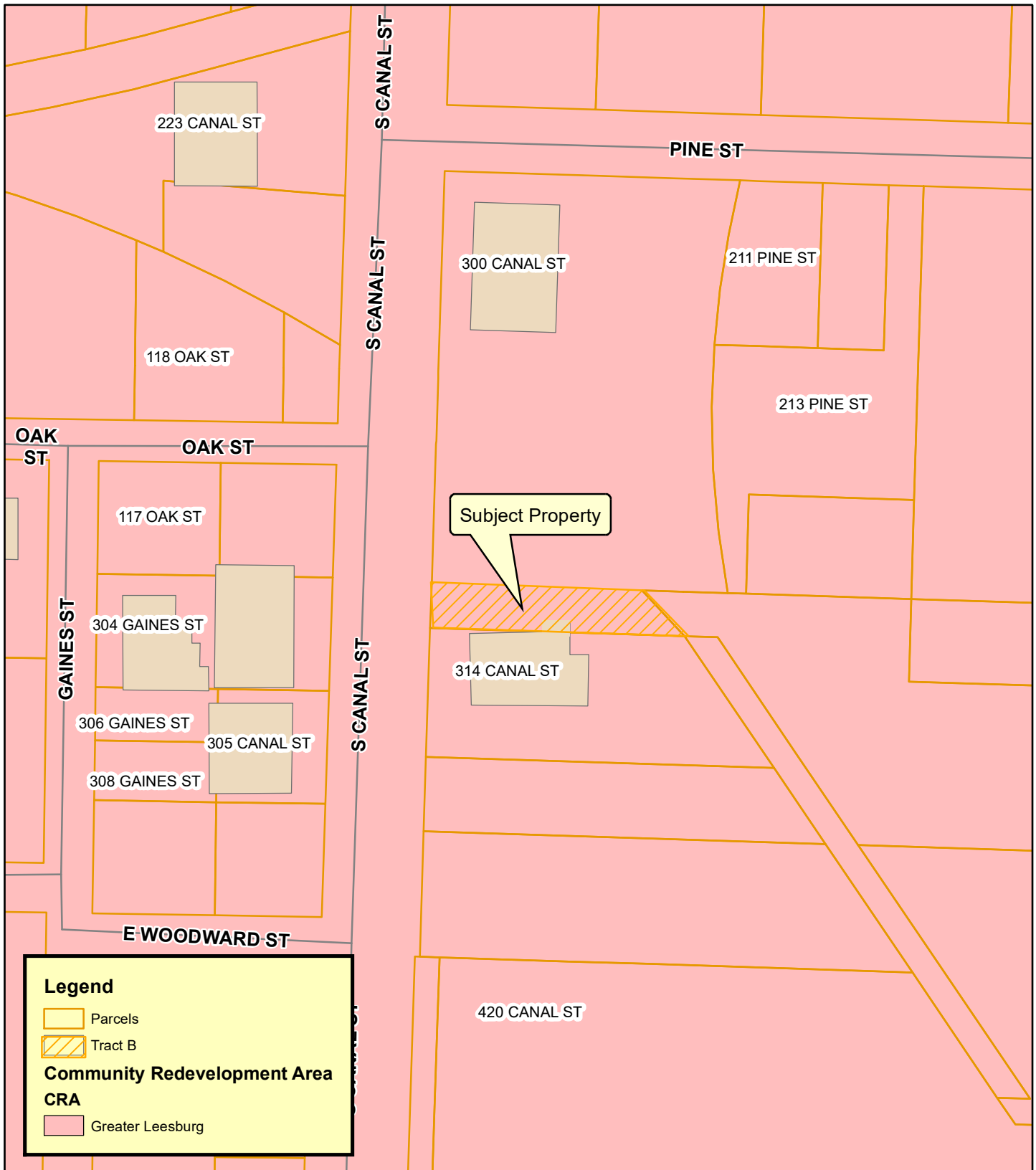
AK #: 1804787

300 S Canal Street, Tract B, Leesburg, FL 34748

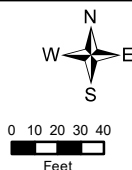
Section 26, Township 19 South, Range 24 East

September 20, 2023

Community Redevelopment Area



**Planning
& Zoning
Division**



CAC Canal Street Tract B RZ

RZ-23-454

AK #: 1804787

300 S Canal Street, Tract B, Leesburg, FL 34748

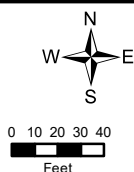
Section 26, Township 19 South, Range 24 East

September 19, 2023

Flood Zone and Wetlands

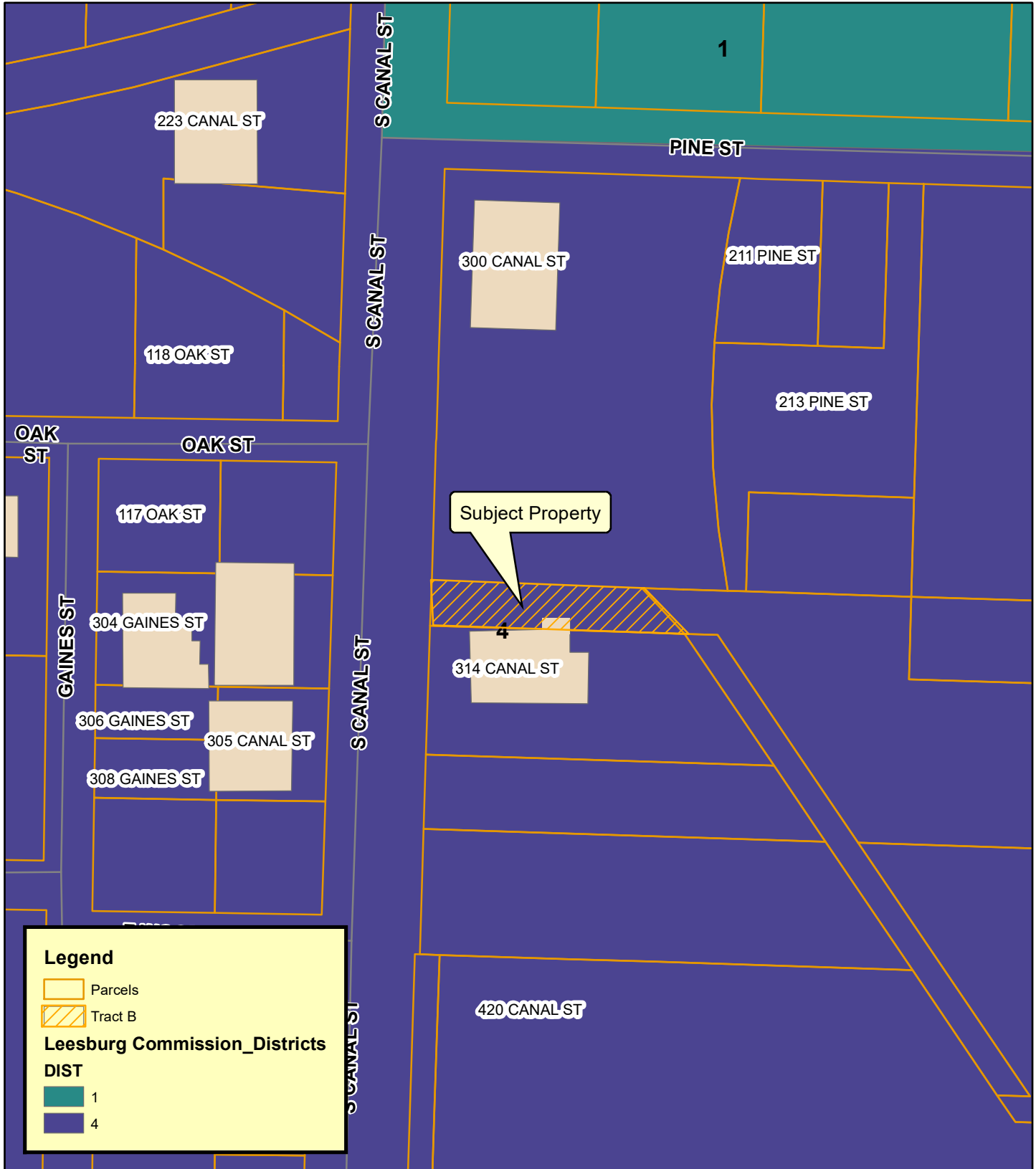


**Planning
& Zoning
Division**

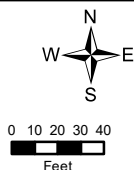


CAC Canal Street Tract B RZ
 RZ-23-454
 AK #: 1804787
 300 S Canal Street, Tract B, Leesburg, FL 34748
 Section 26, Township 19 South, Range 24 East
 September 19, 2023

Commission District



**Planning
& Zoning
Division**



CAC Canal Street Tract B RZ

RZ-23-454

AK #: 1804787

300 S Canal Street, Tract B, Leesburg, FL 34748

Section 26, Township 19 South, Range 24 East

September 19, 2023

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.1.

Meeting Date: December 11, 2023

From: Al Minner, (City Manager)

Subject: LAKE SQUARE MALL UTILITY BILLING

Staff Recommendation:

Approve resolutions establishing a new mall sewer rate and repayment agreement for Village Square Promenade to repay the City \$222,302.74 in unpaid utility charges, which generally occur during the COVID time period.

Analysis:

At the time of this transmittal, Village Square Promenade had not signed the repayment agreement. Staff has provided options should the agreement not be executed by the party prior to Monday, December 11, 2023.

The two resolutions in this matter will resolve the unpaid utility payments.

First, staff is proposing to create a tailored "Mall" sewer rate. The reason for this takes into account the majority "internal mall" sewer connections are not typical to standard base and consumption rates because usage discharge is not open to the public and discharge is minimal; while, the bulk of mall discharge is related to only a few locations and is clearly identifiable as restaurant uses (currently billed as Class III-Commercial). Therefore, the rate creates an internal mall user and lowers the base bill for mall units that have restrooms not for public use and adjusted the consumption charge. This modification provides approximately a 45% discount on the mall's discharge, since Lake Square Promenade purchased the Mall property.

The second resolution provides a monthly repayment for unpaid user fees of \$222,302.74 over a 36-month period. The monthly amount of \$6,175.08 is to be paid in addition to monthly billing for sewer, water and electric charges.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

EXHIBIT "A"

TOTAL UNITS AT LAKE SQAURE MALL AS OF DECEMBER 1, 2024

	TOTAL UNITS	VACANT	OCCUPIED	BASE RATE/MONTH	MONTHLY CHARGE
IN MALL (CLASS I - Internal Mall Use)	56	20	36	\$ 5.28	\$ 189.94
IN MALL (CLASS 3)	16	7	9	\$ 114.70	\$ 1,032.30
IN MALL WITHOUT PLUMBING	4	-	4	\$ -	\$ -
TOTAL UNITS IN MALL	76	27	49	-	-
OUT PRACELS (CLASS 1)	1		1	\$ 27.43	\$ 27.43
OUT PRACELS (CLASS 3)	3	-	3	\$ 114.70	\$ 344.10
TOTAL BILLABLE UNITS	80	-	49	\$ -	\$ 1,593.77
				CLASS I CHARGE PER 100 CUBIC FEET	\$ 0.273385
				CLASS III CHARGE PER 100 CUBIC FEET	\$ 3.485525
				NEW LAKE SQUARE CHARGE PER 100 CUBIC FEET	\$ 3.16431

MONTH (PORTION A)	BILLED AMOUNT	ADJUSTED BILLING	CREDIT FOR LF #50	CREDIT FOR LF#35	AMOUNT PAID	WATER CONSUMPTION (CUBIC FEET)	SEWER DISCHARGE @ PROPOSED "MALL RATE"
Oct-17	\$ 8,199.77	\$ -				1,158	
Electric for Lift Station	\$ 575.45	\$ -					
Nov-17	\$ 7,978.50	\$ 7,978.50		\$	17,810.98	1,088	\$ 5,036.54
Electric for Lift Station	\$ 622.32	\$ 622.58					
Dec-17	\$ 9,704.44	\$ 9,704.44				1,634	\$ 6,764.25
Electric for Lift Station	\$ 593.43	\$ 593.43					
Jan-18	\$ 8,234.52					1,210	\$ 5,422.58
Electric for Lift Station	\$ 651.61						
Feb-18	\$ 8,326.21			\$	41,931.40	1,198	\$ 5,384.61
Electric for Lift Station	\$ 618.20	\$	204.33	\$ 413.87			
Mar-18	\$ 7,425.31					913	\$ 4,482.78
Electric for Lift Station	\$ 575.30	\$	208.66	\$ 366.64			
Apr-18	\$ 8,556.97					1,271	\$ 5,615.61
Electric for Lift Station	\$ 601.66	\$	203.32	\$ 398.34			
May-18	\$ 5,335.85					252	\$ 2,391.17
Electric for Lift Station	\$ 595.41	\$	201.50	\$ 393.91			
Jun-18	\$ 5,335.85					252	\$ 2,391.17
Electric for Lift Station	\$ 595.41	\$	201.50	\$ 393.91			
Jul-18	\$ 5,335.85					252	\$ 2,391.17
Electric for Lift Station	\$ 576.98	\$	190.44	\$ 386.54			
Aug-18	\$ 5,335.85			\$	5,923.10	252	\$ 2,391.17
Electric for Lift Station	\$ 587.25	\$	191.40	\$ 395.85			
Sep-18	\$ 3,966.94			\$	4,550.38	39	\$ 1,717.17
Electric for Lift Station	\$ 583.44	\$	190.73	\$ 392.71			
Oct-18	\$ 4,871.01			\$	4,871.01	325	\$ 2,622.17
Electric for Lift Station	\$ 555.41	\$	183.71	\$ 371.70	\$ 555.41		
Nov-18	\$ 5,899.84			\$	6,458.77	605	\$ 3,508.17
Electric for Lift Station	\$ 558.93	\$	177.62	\$ 381.31			
Dec-18	\$ 5,916.04			\$	6,469.97	610	\$ 3,524.00
Electric for Lift Station	\$ 553.93	\$	187.77	\$ 366.16			
Jan-19	\$ 5,818.84	\$ 6,862.14				580	\$ 3,429.07
Electric for Lift Station	\$ 526.86	\$ 888.15	\$	177.31	\$ 349.55		
Feb-19	\$ 6,068.32			\$	7,957.24	657	\$ 3,672.72
Electric for Lift Station	\$ 1,000.77	\$	300.61	\$ 700.16			
Mar-19	\$ 5,860.96			\$	6,368.11	593	\$ 3,470.20
Electric for Lift Station	\$ 507.15	\$	202.08	\$ 305.07			
Apr-19	\$ 5,925.76			\$	6,438.91	613	\$ 3,533.49
Electric for Lift Station	\$ 513.15	\$	182.25	\$ 330.90			
May-19	\$ 6,165.52			\$	6,734.47	687	\$ 3,767.65
Electric for Lift Station	\$ 568.95	\$	184.30	\$ 384.65			
Jun-19	\$ 6,165.52			\$	6,698.22	687	\$ 3,767.65
Electric for Lift Station	\$ 532.70	\$	185.18	\$ 347.52			
Jul-19	\$ 6,162.27			\$	6,162.27	686	\$ 3,764.48
Aug-19	\$ 6,337.24			\$	6,337.24	740	\$ 3,935.36
Sep-19	\$ 6,739.00			\$	6,739.00	864	\$ 4,327.73
Oct-19	\$ 6,764.92			\$	6,764.92	872	\$ 4,353.05
Nov-19	\$ 6,724.95			\$	6,724.95	826	\$ 4,207.49
Dec-19	\$ 6,724.95			\$	6,708.50	826	\$ 4,207.49
Jan-20	\$ 7,231.61			\$	7,231.61	980	\$ 4,694.79
Feb-20	\$ 6,590.06			\$	6,590.06	785	\$ 4,077.75
Mar-20	\$ 6,451.88					743	\$ 3,944.85
Apr-20	\$ 6,465.04					747	\$ 3,957.51
May-20	\$ 5,251.03					378	\$ 2,789.88
Jun-20	\$ 5,705.05					516	\$ 3,226.55
Jul-20	\$ 6,372.92					719	\$ 3,868.91
Aug-20	\$ 6,073.53					628	\$ 3,580.95
Sep-20	\$ 7,175.68					963	\$ 4,641.00
Oct-20	\$ 7,359.92					1,019	\$ 4,818.20
Nov-20	\$ 6,377.36					708	\$ 3,834.10
Dec-20	\$ 6,397.22					714	\$ 3,853.08
Jan-21	\$ 6,115.87					629	\$ 3,584.12
Feb-21	\$ 6,115.87					689	\$ 3,773.98
Mar-21	\$ 6,115.87					611	\$ 3,527.16
Apr-21	\$ 6,115.87					683	\$ 3,754.99
May-21	\$ 6,115.87					739	\$ 3,932.19
Jun-21	\$ 6,115.87					734	\$ 3,916.37
Jul-21	\$ 6,115.87					566	\$ 3,384.77
Aug-21	\$ 6,115.87					571	\$ 3,400.59
Sep-21	\$ 6,115.87					514	\$ 3,220.22
Oct-21	\$ 6,115.87					456	\$ 3,036.69

493	\$	3,153.77
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Owed w/out Sewer Rate Modificaiton
\$ 442,133.66

Mall - Lake Village Promenade

Location Address	Location ID	ELECTRIC/WATER	Amount Due 2020 - Started Payment	
10401 US HIGHWAY 441 #240	351250		\$ 980	
10401 US HIGHWAY 441 #234	351270		\$ 3,268	
10401 US HIGHWAY 441 LITE	351290		\$ 1,893	
10401 US HIGHWAY 441	351370		\$ 28,388	Master Wat
10401 US HIGHWAY 441 # 79	351410		\$ 794	
10401 US HIGHWAY 441 # 81	351470		\$ 3,018	
10401 US HIGHWAY 441 # 86	351490		\$ 6,061	
10401 US HIGHWAY 441 # 92	351650		\$ 131	
10401 US HIGHWAY 441 #112	351730		\$ 2,358	
10401 US HIGHWAY 441 #104	351750		\$ 123	
10401 US HIGHWAY 441 #114	351790		\$ 396	
10401 US HIGHWAY 441 #120	351810		\$ 1,400	
10401 US HIGHWAY 441 #134	351930		\$ 1,008	
10401 US HIGHWAY 441 #135	351990		\$ 1,565	
10401 US HIGHWAY 441 #230	352010		\$ 4,327	
10401 US HIGHWAY 441 LFTS	352030		\$ 3,037	
10401 US HIGHWAY 441 #4\A	352070		\$ 3,108	
10401 US HIGHWAY 441 #236	352110		\$ 2,736	
10401 US HIGHWAY 441 # 3	352190		\$ 11,291	
10401 US HIGHWAY 441 # 70	352510		\$ 339	
10401 US HIGHWAY 441 #303	352550		\$ 769	
10401 US HIGHWAY 441 # 74	352570		\$ 455	
10401 US HIGHWAY 441 303	352590		\$ 395	
10401 US HIGHWAY 441 #300	352610		\$ 603	
10401 US HIGHWAY 441 #328	352670		\$ 740	
10401 US HIGHWAY 441 #322	352710		\$ 409	
10401 US HIGHWAY 441 #334	352730		\$ 739	
10401 US HIGHWAY 441 #336	352750		\$ 2,172	
10401 US HIGHWAY 441 #331	352770		\$ 2,222	
10401 US HIGHWAY 441 #310	352870		\$ 296	
10401 US HIGHWAY 441 #314	352890		\$ 1,139	
10401 US HIGHWAY 441 #311	352910		\$ 28	
10401 US HIGHWAY 441 #312	352930		\$ 718	
10401 US HIGHWAY 441 #304	352950		\$ 1,242	
10401 US HIGHWAY 441 # 50	353030		\$ 710	
10401 US HIGHWAY 441 # 54	353050		\$ 4,963	
10401 US HIGHWAY 441 # 52	353070		\$ 943	
10401 US HIGHWAY 441 # 64	353170		\$ 509	
10401 US HIGHWAY 441 #100	353210		\$ 10	
10401 US HIGHWAY 441 2001	353270		\$ 7,999	
10401 US HIGHWAY 441 # 66	353310		\$ 3,514	
10401 US HIGHWAY 441 LFTS	353350		\$ 1,104	
10401 US HIGHWAY 441 MAIN	494630		\$ 126,286	
10401 US HIGHWAY 441 #200	494650		\$ 9,719	
10401 US HIGHWAY 441 GAS	512530		\$ 288	
10401 US HIGHWAY 441 # 84	512610		\$ 709	

10401 US HIGHWAY 441 # 82	514210	\$	866
10401 US HIGHWAY 441 A/C	514250	\$	859
10401 US HIGHWAY 441 A/C	514270	\$	3,587
10401 US HIGHWAY 441 #406	519470	\$	2,044
10401 US HIGHWAY 441 #418	523430	\$	60
10401 US HIGHWAY 441 #404	546330	\$	623
10401 US HIGHWAY 441 ICE	571550	\$	160
10401 US HIGHWAY 441 #336	587110	\$	163
10401 US HIGHWAY 441 SIGN	900980	\$	13,662
TOTALS		\$	266,929
		\$	(65,000)
		\$	201,929

ter Meter

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA, ESTABLISHING A SCHEDULE OF RATES,
CHARGES AND FEES APPLICABLE TO THE LAKE SQUARE MALL
FOR WASTEWATER SERVICE; SETTING FORTH FINDINGS;
PROVIDING A SAVINGS CLAUSE, AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, among other utility services, the City of Leesburg provides wastewater utility service to the improved real property commonly known and referred to as the "Lake Square Mall", including the primary mall structure and all outparcels on the property; and

WHEREAS, pursuant to Chapter 22, Article V, Division 5, of the City of Leesburg Code of Ordinances, the City has established a system of rates, charges, and fees applicable to wastewater utility services obtained from the City; and

WHEREAS, pursuant to Chapter 22, Article V, Division 5, the City of Leesburg has the authority to establish and adjust wastewater utility rates, charges, and fees for customers, including at the Lake Square Mall; and

WHEREAS, the number and variety of uses and facilities utilizing wastewater utility service at the Lake Square Mall property is unique in the City and establishment of a wastewater rate applicable to the Lake Square Mall property is appropriate as a result

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

Section I. Definitions. The definitions and provisions set forth in Chapter 22, Article V, Division 5 of the City of Leesburg Code of Ordinances shall apply, however, this Resolution shall control to the extent of any conflict. In addition, for purposes of this Resolution, the following definitions shall also apply:

- a. *Mall Property* shall mean and refer to Parcel ID Numbers: 23-19-25-0002-000-00200; 23-19-25-0002-000-08600; 23-19-25-0002-000-00204; 23-19-25-0002-000-00205; 23-19-25-0002-000-00206; and 23-19-25-0002-000-00207.
- b. *Mall* shall mean and refer to the primary retail structure on the Mall Property, including the food court, restaurants, and all other interior units, but excluding Parcel ID Number 23-19-25-0002-000-08600.
- c. *Mall Unit* shall mean and refer to the various rentable interior units within the Mall, excluding the food court, restaurants, and Parcel ID Number 23-19-25-0002-000-08600.
- d. *Restaurant and Entertainment Parcels* shall mean and refer to Parcel ID Numbers: 23-19-25-0002-000-08600; 23-19-25-0002-000-00204; 23-19-25-0002-000-00205; and 23-19-25-0002-000-00206.
- e. *Institutional Outparcel* shall mean and refer to Parcel ID Number: 23-19-25-0002-000-00207.

Section II. User Classes. For purposes of this Resolution, the various users at the Mall Property are assigned the following Commercial Class designations:

- a. **Commercial Class I – Internal Mall Use. Commercial Class I – Internal Mall Use** shall include each store within the primary Mall building that provides a restroom within their unit for employee use only.
- b. **Commercial Class I. Commercial Class I** users shall include each store within the primary Mall building and out parcel buildings that meet the definition of Commercial Class I use defined by City Code.
- c. **Commercial Class III. Commercial Class III** users shall include each store or facility within the primary Mall building (such as the food court restrooms) and Mall out parcels which meet the definition of Commercial Class III use as defined by City Code.

Section III. Rates. For purposes of this Resolution, the total sewer charges shall be the Use Charge plus the Fixed Charge on a monthly basis. These charges will be billed to the **VILLAGE LAKE PROMENADE, LLC, as currently on record.** the following charges shall apply to all users at the Mall Property:

- a. **Use Charge.** All users at the Mall Property shall pay a Use Charge of \$3.16431 per one hundred (100) cubic feet per month. Month shall be defined as the current billing cycle of approximately 30 days of discharge, but no more than 35 days. The Use Charge shall be measured and billed according to the master water meter located on the Mall property.
- b. **Fixed Charges.**
 - i. **Commercial Class I – Internal Mall Use.** All Commercial Class I – Internal Mall Use customers shall pay a Fixed Charge of \$5.28 per month.
 - ii. **Commercial Class I. .** All Commercial Class I users at the Mall Property shall pay a Fixed Charge of \$27.43 per month.
 - iii. **Commercial Class III..** All Commercial Class III users at the Mall Property shall pay a Fixed Charge of \$114.70 per month.
- c. **Rate Adjustments.** The City reserves the right to adjust the applicable Fixed Charge and Use Charge for each user at the Mall Property as determined in the City's discretion. The aforementioned rates will only change as the City changes rates for all other customers of the City.

Section IV. Occupancy Reporting. Fixed Charges will be assessed against every unit on a monthly basis. However, unoccupied Commercial Class I – Internal Use units will not be charged if they are identified as vacant. As such, timely and accurate occupancy reporting by the owner of the Mall Property is critical. The following occupancy reporting guidelines shall apply for purposes of this Resolution:

- a. **Current Occupancy.** The Mall currently has a total of 80 Units. 4 internal mall units do not have plumbing facilities, therefore only 76 units are currently subject to this rate as follows:
 - Commercial Class I – Internal Use Total 56
 - i. Occupied Units – 36
 - ii. Vacant Units – 20 (No charge for vacant units)
 - Commercial Class I

- i. Total Units – 1
- ii. Occupied Units - 1

- Commercial Class III
 - i. Total Units – 19
 - ii. Occupied Units - 12

- d. **Occupancy Reports.** The owner of the Mall Property shall submit quarterly reports to the City Manager which details the occupancy of all Mall Units. Quarterly occupancy reports shall be due on or before the following dates, annually: January 1; April 1; July 1; and October 1. If the owner of the Mall Property fails to timely submit a quarterly report to the City Manager, then all Mall Units shall be presumed occupied for the applicable quarter and charges will be assessed accordingly. The City may request more frequent reports and occupancy information and the owner of the Mall Property shall promptly cooperate with such requests in good faith.
- e. **Inspection of Mall Units and Records.** The City shall have the right to enter the Mall Property and/or Mall for the purpose of inspecting and verifying Mall Unit occupancy rates. The City may also request to inspect the Mall Property owner's records relating to Mall Unit occupancy. The owner of the Mall property shall promptly cooperate in good faith with any and all inspection requests made by the City.

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

SECTION III. This Resolution, and the rates established by it, shall become effective immediately upon passage.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____, 2023.

THE CITY OF LEESBURG, FLORIDA

BY: _____
James A. Burry, Jr., Mayor

Attest:

J. Andi Purvis, City Clerk

Approved as to form:

William Grant Watson, City Attorney

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
REPAYMENT AGREEMENT FOR UNPAID UTILITY CHARGES WITH
VILLAGE LAKE PROMENADE, LLC, FOR REPAYMENT OF \$222,302.74
OVER 36 MONTHS; 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 Village Lake Promenade, LLC, whose address is 2183 North Powerline Road, Suite 1, Pompano Beach, FL 33069 for repayment of \$222,302.74 over 36 months pursuant to the attached 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 on the 11th day of December 2023.

Mayor

ATTEST:

City Clerk

REPAYMENT AGREEMENT FOR UNPAID WASTEWATER UTILITY CHARGES

THIS REPAYMENT AGREEMENT FOR UNPAID ELECTRIC, WATER AND WASTEWATER UTILITY CHARGES is hereby entered into by and between the **CITY OF LEESBURG, FLORIDA**, a Florida municipal corporation, whose mailing address is 501 West Meadow Street, Leesburg, Florida 34748 ("**City**") and **VILLAGE LAKE PROMENADE, LLC**, a Florida limited liability company, whose mailing address is 2183 N. Powerline Road, Suite 1, Pompano Beach, Florida 33069 ("**Customer**").

WHEREAS, Customer is the owner of the improved real property located in Leesburg, Lake County, Florida, consisting of Parcel ID Numbers: 23-19-25-0002-000-00200; 23-19-25-0002-000-08600; 23-19-25-0002-000-00204; 23-19-25-0002-000-00205; 23-19-25-0002-000-00206; and 23-19-25-0002-000-00207 (the "Mall Property");

WHEREAS, the City of Leesburg provides electric, water, and wastewater utility service to the Mall Property (the "Utility Charges") at rates established and adjusted by the City from time to time; and

WHEREAS, Customer has not paid all Utility Charges during the period when the Commission suspended cut-offs due to COVID restrictions and the parties wish to establish a procedure for repayment of such charges upon reasonable terms and conditions.

WHEREAS, Exhibit "A" attached hereto and made part hereof calculates the agreed amount for which the Customer must repay the City. The exhibit calculates a total amount of two hundred twenty-two thousand three hundred two dollars and seventy-four cents (\$222,302.74) owed to the City after considering credits and payments made by the customer and a revised wastewater charge for all sewer charges the Customer has incurred since owning the property.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and promises of the parties hereto, and for other good and valuable consideration, the receipt and

sufficiency of which s hereby acknowledged, the City and Customer hereby agree and stipulate as follows:

1. The above-stated recitals are true and correct and are incorporated herein by reference for all purposes.

2. As of the execution date of this Agreement, Customer owes the City the total sum of \$222,302.74 in unpaid charges for Utility services furnished to the Mall Property (the "Unpaid Charges").

3. Customer shall repay the Unpaid Charges according to the following schedule: The sum of \$6,175.08 shall be paid to the City on or before January 15, 2024, with like payments of \$6,175.08 due on or before the 15th day of each month thereafter, for a period of thirty-six (36) months until the Unpaid Charges have been repaid to the City in full. Time is of the essence with respect to each payment.

4. In addition to the Unpaid Charges, the Customer agrees that it will continue to pay their current utility charges as billed by the City each month.

5. In the event Customer defaults in the timely payment of any amount due pursuant to this Agreement, the City shall provide written notice of such default by email to Laurent Abitbol at laurent@lakesquaremall.com with a copy to Meir Benzaken at meir@fahc.us. Customer shall have three (3) business days from the sending of the email described herein to cure the default. In the event Customer timely cures the default, this Agreement shall be restored to good standing. In the event a default by Customer is not cured on or prior to the expiration of the Cure Period (an "Uncured Default"), the City shall be entitled to the remedies described in Paragraph 6 below without any further opportunity to cure.

6. In the event of an Uncured Default, the City may exercise any or all of the following remedies:

- a. Customer will be assessed a late charge of five percent (5.0%) for each payment that is not made on or before the due date, which late charge shall be immediately due and payable to the City;

- b. The City may accelerate all remaining payments owed hereunder upon delivery of notice of acceleration to Customer and may immediately commence legal proceedings against Customer to collect the unpaid charges and to foreclose the City's utility lien against the Mall Property;
- c. The City may terminate or discontinue Utility services at the Property until such time as all unpaid and/or current charges have been paid to the City in full.
- d. The City may seek any and all other legal and/or equitable remedies available to enforce its rights with respect to the utility systems.

7. The parties agree that venue for any action related to or arising out of this Agreement or the Unpaid Charges shall lie exclusively in a court of competent jurisdiction in and for Lake County, Florida. The prevailing party in dispute or action related to or arising out of this Agreement or the Unpaid Charges shall be entitled to collect costs and reasonable attorney's fees from the non-prevailing party.

8. This Agreement constitutes the entire agreement between the parties with respect to repayment of the Unpaid Charges and may only be modified by a written instrument executed by both parties.

9. No delay or failure by either party to enforce any right, term, or provision of this Agreement shall be considered a waiver of that or any other right or term. A waiver or consent given by either party regarding any instance of a default by the other party shall be effective only if in writing and with respect to that instance and shall not be construed as a bar or waiver with respect to that right or term on any other occasion.

10. In the event any provision or a portion of any provision of this Agreement is declared unenforceable or invalid by any court having competent jurisdiction, then such provision shall be construed and limited to the extent necessary to eliminate such invalid or unenforceable provision. All remaining provisions of this Agreement shall remain enforceable and in full force and effect.

11. The parties hereto have equally participated in the negotiation and preparation of this Agreement. As such, it is the intention of the parties hereto that any ambiguous term or provision of this Agreement shall not be construed in favor or against any other party under applicable rules of construction.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in a manner sufficient to bind them on the day and year identified below.

CITY OF LEESBURG, FLORIDA, a Florida
municipal corporation,

By: _____
James A. Burry, Jr., Mayor

Date: _____

ATTEST:

J. Andi Purvis, City Clerk

VILLAGE LAKE PROMENADE, LLC,
a Florida limited liability company,

By:  _____
Meir Benzaken, Manager

Date: 11-07-23

EXHIBIT "A"

TOTAL UNITS AT LAKE SQAURE MALL AS OF DECEMBER 1, 2024

	TOTAL UNITS	VACANT	OCCUPIED	BASE RATE/MONTH	MONTHLY CHARGE
IN MALL (CLASS I - Internal Mall Use)	56	20	36	\$ 5.28	\$ 189.94
IN MALL (CLASS 3)	16	7	9	\$ 114.70	\$ 1,032.30
IN MALL WITHOUT PLUMBING	4	-	4	\$ -	\$ -
TOTAL UNITS IN MALL	76	27	49	-	-
OUT PARCELS (CLASS 1)	1	-	1	\$ 27.43	\$ 27.43
OUT PARCELS (CLASS 3)	3	-	3	\$ 114.70	\$ 344.10
TOTAL BILLABLE UNITS	80	-	49	-	\$ 1,593.77
				CLASS I CHARGE PER 100 CUBIC FEET	\$ 0.273385
				CLASS III CHARGE PER 100 CUBIC FEET	\$ 3.485525
				NEW LAKE SQUARE CHARGE PER 100 CUBIC FEET	\$ 3.16431

MONTH (PORTION A)	BILLED AMOUNT	ADJUSTED BILLING	CREDIT FOR LF #50	CREDIT FOR LF#35	AMOUNT PAID	WATER CONSUMPTION (CUBIC FEET)	SEWER DISCHARGE @ PROPOSED "MALL RATE"
Oct-17	\$ 8,199.77	\$ -				1,158	
Electric for Lift Station	\$ 575.45	\$ -					
Nov-17	\$ 7,978.50	\$ 7,978.50			\$ 17,810.98	1,088	\$ 5,036.54
Electric for Lift Station	\$ 622.32	\$ 622.58					
Dec-17	\$ 9,704.44	\$ 9,704.44				1,634	\$ 6,764.25
Electric for Lift Station	\$ 593.43	\$ 593.43					
Jan-18	\$ 8,234.52					1,210	\$ 5,422.58
Electric for Lift Station	\$ 651.61						
Feb-18	\$ 8,326.21			\$ 41,931.40		1,198	\$ 5,384.61
Electric for Lift Station	\$ 618.20	\$ 204.33	\$ 413.87				
Mar-18	\$ 7,425.31					913	\$ 4,482.78
Electric for Lift Station	\$ 575.30	\$ 208.66	\$ 366.64				
Apr-18	\$ 8,556.97					1,271	\$ 5,615.61
Electric for Lift Station	\$ 601.66	\$ 203.32	\$ 398.34				
May-18	\$ 5,335.85					252	\$ 2,391.17
Electric for Lift Station	\$ 595.41	\$ 201.50	\$ 393.91				
Jun-18	\$ 5,335.85					252	\$ 2,391.17
Electric for Lift Station	\$ 595.41	\$ 201.50	\$ 393.91				
Jul-18	\$ 5,335.85					252	\$ 2,391.17
Electric for Lift Station	\$ 576.98	\$ 190.44	\$ 386.54				
Aug-18	\$ 5,335.85			\$ 5,923.10		252	\$ 2,391.17
Electric for Lift Station	\$ 587.25	\$ 191.40	\$ 395.85				
Sep-18	\$ 3,966.94			\$ 4,550.38		39	\$ 1,717.17
Electric for Lift Station	\$ 583.44	\$ 190.73	\$ 392.71				
Oct-18	\$ 4,871.01			\$ 4,871.01		325	\$ 2,622.17
Electric for Lift Station	\$ 555.41	\$ 183.71	\$ 371.70	\$ 555.41			
Nov-18	\$ 5,899.84			\$ 6,458.77		605	\$ 3,508.17
Electric for Lift Station	\$ 558.93	\$ 177.62	\$ 381.31				
Dec-18	\$ 5,916.04			\$ 6,469.97		610	\$ 3,524.00
Electric for Lift Station	\$ 553.93	\$ 187.77	\$ 366.16				
Jan-19	\$ 5,818.84	\$ 6,862.14				580	\$ 3,429.07
Electric for Lift Station	\$ 526.86	\$ 888.15	\$ 177.31	\$ 349.55			
Feb-19	\$ 6,068.32			\$ 7,957.24		657	\$ 3,672.72
Electric for Lift Station	\$ 1,000.77	\$ 300.61	\$ 700.16				
Mar-19	\$ 5,860.96			\$ 6,368.11		593	\$ 3,470.20
Electric for Lift Station	\$ 507.15	\$ 202.08	\$ 305.07				
Apr-19	\$ 5,925.76			\$ 6,438.91		613	\$ 3,533.49
Electric for Lift Station	\$ 513.15	\$ 182.25	\$ 330.90				
May-19	\$ 6,165.52			\$ 6,734.47		687	\$ 3,767.65
Electric for Lift Station	\$ 568.95	\$ 184.30	\$ 384.65				
Jun-19	\$ 6,165.52			\$ 6,698.22		687	\$ 3,767.65
Electric for Lift Station	\$ 532.70	\$ 185.18	\$ 347.52				
Jul-19	\$ 6,162.27			\$ 6,162.27		686	\$ 3,764.48
Aug-19	\$ 6,337.24			\$ 6,337.24		740	\$ 3,935.36
Sep-19	\$ 6,739.00			\$ 6,739.00		864	\$ 4,327.73
Oct-19	\$ 6,764.92			\$ 6,764.92		872	\$ 4,353.05
Nov-19	\$ 6,724.95			\$ 6,724.95		826	\$ 4,207.49
Dec-19	\$ 6,724.95			\$ 6,708.50		826	\$ 4,207.49
Jan-20	\$ 7,231.61			\$ 7,231.61		980	\$ 4,694.79
Feb-20	\$ 6,590.06			\$ 6,590.06		785	\$ 4,077.75
Mar-20	\$ 6,451.88					743	\$ 3,944.85
Apr-20	\$ 6,465.04					747	\$ 3,957.51
May-20	\$ 5,251.03					378	\$ 2,789.88
Jun-20	\$ 5,705.05					516	\$ 3,226.55
Jul-20	\$ 6,372.92					719	\$ 3,868.91
Aug-20	\$ 6,073.53					628	\$ 3,580.95
Sep-20	\$ 7,175.68					963	\$ 4,641.00
Oct-20	\$ 7,359.92					1,019	\$ 4,818.20
Nov-20	\$ 6,377.36					708	\$ 3,834.10
Dec-20	\$ 6,397.22					714	\$ 3,853.08
Jan-21	\$ 6,115.87					629	\$ 3,584.12
Feb-21	\$ 6,115.87					689	\$ 3,773.98
Mar-21	\$ 6,115.87					611	\$ 3,527.16
Apr-21	\$ 6,115.87					683	\$ 3,754.99
May-21	\$ 6,115.87					739	\$ 3,932.19
Jun-21	\$ 6,115.87					734	\$ 3,916.37
Jul-21	\$ 6,115.87					566	\$ 3,384.77
Aug-21	\$ 6,115.87					571	\$ 3,400.59
Sep-21	\$ 6,115.87					514	\$ 3,220.22
Oct-21	\$ 6,115.87					456	\$ 3,036.69
Nov-21	\$ 6,115.87					493	\$ 3,153.77

EXHIBIT "A"

MONTH (PORTION A)	BILLED AMOUNT	ADJUSTED BILLING	CREDIT FOR LF #50	CREDIT FOR LF#35	AMOUNT PAID	WATER CONSUMPTION (CUBIC FEET)	SEWER DISCHARGE @ PROPOSED "MALL RATE"
Dec-21 \$	6,273.19					553 \$	3,343.63
Jan-22 \$	6,273.19					477 \$	3,103.14
Feb-22 \$	6,273.19					580 \$	3,429.07
Mar-22 \$	6,273.19					505 \$	3,191.74
Apr-22 \$	6,273.19					660 \$	3,682.21
May-22 \$	6,273.19					631 \$	3,590.45
Jun-22 \$	6,273.19					621 \$	3,558.80
Jul-22 \$	6,273.19					668 \$	3,707.53
Aug-22 \$	6,273.19					621 \$	3,558.80
Sep-22 \$	6,273.19					670 \$	3,713.85
Oct-22 \$	6,273.19					394 \$	2,840.50
Nov-22 \$	6,426.99					450 \$	3,017.71
Dec-22 \$	6,426.99					538 \$	3,296.17
Jan-23 \$	6,426.99					546 \$	3,321.48
Feb-23 \$	6,426.99					663 \$	3,691.70
Mar-23 \$	6,667.11					698 \$	3,802.46
Apr-23 \$	6,364.35					611 \$	3,527.16
May-23 \$	6,642.75					691 \$	3,780.30
Jun-23 \$	6,771.51					728 \$	3,897.38
Jul-23 \$	6,566.19					669 \$	3,710.69
Aug-23 \$	6,409.59					624 \$	3,568.30
Sep-23 \$	6,687.99					704 \$	3,821.44
Oct-23 \$	6,510.51					653 \$	3,660.06
Nov-23 \$	6,923.48					695 \$	3,792.96
Dec-23 \$	6,934.34					698 \$	3,802.46
TOTAL	\$ 494,292.25	\$ 26,649.24	\$ 3,372.71	\$ 6,678.79	\$ 176,026.52		\$ 274,461.33
CREDITS EARNED							\$ 212,727.26
TOTAL SEWER OWED							\$ 61,734.07
ELECTER/WATER OWED			\$ 230,568.67	\$ 70,000.00			\$ 160,568.67
TOTAL DUE w/ SEWER BILLING MODIFICATION							\$ 222,902.74

MONTHS

36

\$

6.175.08