AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, AUGUST 26, 2024 5:30 PM

1. **CALL TO ORDER**

   INVOCATION

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

2. **PROCLAMATIONS:**

   A. **None**

3. **PRESENTATIONS:**

   A. **None**

4. **PUBLIC COMMENTS:**
   This section is reserved for members of the public to bring up matters of concern or opportunities for praise. 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. **FY 25 Budget Workshop held July 2, 2024**

      2. **FY 25 Budget Workshop held July 9, 2024**

      3. **FY 25 Budget Workshop held July 11, 2024**

4. **FY 25 Budget Workshop held July 15, 2024**

5. **Regular meeting held August 12, 2024**

B. PURCHASING ITEMS:

1. **None**

C. RESOLUTIONS:

1. **Resolutions authorizing execution of FAA FY 2024 Airport Infrastructure Grant Agreement No. 3-12-0042-032-2024 and execution of a Task Order with AVCON, Inc., for professional services, related to the Wildlife Hazard Management Plan; and providing an effective date.**

   a. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute FAA FY 2024 Airport Infrastructure Grant Agreement No. 3-12-0042-032-2024, for the Wildlife Hazard Management Plan; and providing an effective date.**

   b. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Task Order with AVCON, Inc., for professional services for the Wildlife Hazard Management Plan, for the Leesburg International Airport; and providing an effective date.**

2. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Lease Agreement with Family Furniture & Carpet, Inc., for the commercial premises described as 8626 U.S. Highway 441, Leesburg, Florida, 34788; and providing an effective date.**

3. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute an agreement with Cutrale Citrus Juices USA, Inc. terminating the Interconnection and Parallel Operation Agreement; and providing an effective date.**

4. **Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Hodges Reserve Phase 1, a subdivision of the City of Leesburg, Florida, being a portion of Section 31, Township 20 South, Range 25 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as**

being dedicated to the public; and providing an effective date. (Hodges Reserve Phase 1)

5. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Corrective Utility Easement to the City of Leesburg from Michael Stoyanovich and Janet Cary Stoyanovich, for the purpose of granting the City an Easement over the property described therein; and providing an effective date.**

6. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from RK United Properties, LLC for the purpose of granting the City an Easement over the property described therein; and providing an effective date.**

7. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Samuel Clayton Rector and Annette Demeree Rector for the purpose of granting the City an Easement over the property described therein; and providing an effective date.**

8. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from BW Leesburg 44 Main, LLC, joined by Valley National Bank; and providing an effective date.**

9. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Leesburg Police Department to apply for, and if awarded, accept the Grant from the Wal-Mart Spark Good Community Grant Program for Youth Outreach Services; and providing an effective date.**

10. **Resolution of the City Commission of the City of Leesburg, Florida, pursuant to Section 196.1978(3)(o), Florida Statutes, electing to not exempt property under section 196.1978(3)(d)1.a., Florida Statutes, commonly known as the "Live Local Act Property Tax Exemption;" and providing for an effective date.**

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

A. SECOND READING OF ORDINANCES

1. **None**

B. FIRST READING OF ORDINANCES

1. **None**

C. NON-ROUTINE ITEMS

1. **Presentation - U.S. Highway 441/27 CRA FY 24/25 Budget Recap**

2. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the conversion of Orange Street Parking into 3-hour Parking Only; 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.

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

A. Power Cost Adjustment Increase October 1, 2024 ($10 / 1000 KWH to $20 / 1000 KWH)

B. Consider Pickle Ball Courts

10. ROLL CALL:

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

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

AGENDA MINUTES
CITY COMMISSION BUDGET WORKSHOP
CITY HALL, 501 W MEADOW STREET
TUESDAY, JULY 2, 2024 5:30 PM

1. CALL TO ORDER

The City of Leesburg Commission held a budget workshop meeting on Tuesday, July 2, 2024, at Leesburg City Hall. Mayor Burry called the meeting to order at 5:30 p.m. with the following members present:

Commissioner Allyson Berry (5:35 p.m.)
Commissioner Jay Connell
Commissioner Mike Pederson
Commissioner Alan Reisman
Mayor Jimmy Burry

Also present, were City Manager (CM) Al Minner, Deputy City Manager (DCM) Hicks, Budget Director (BD) Brandy McDaniel, Finance Director (FD) Jim Williams, City Clerk (CC) J. Andi Purvis, the news media, and others.

INVOCATION

Mayor Burry gave the invocation followed by the pledge of allegiance.

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2. FY 2024-25 Budget Workshop Schedule

A. <u>General Fund:</u>

City Commission
Public Outreach/Lakefront TV
City Manager
City Clerk
City Attorney
Miscellaneous
Finance
Human Resources
Information Technology
Geographic Information Systems
Police

Police Forfeiture Fund
Police Education Receipts
Police Impact Fees
Fire
Public Works
Community Development (Planning & Zoning)
Housing
Library
Recreation
Recreation Impact Fees

PROPOSED FISCAL YEAR 2024-25 BUDGET:

Kicking off the budget workshops for FY 2024-25, **CM Minner** stated the budget process was pretty much the same as it has been the last several years. There are a few deviations from how they developed the draft budget. Tonight, they will talk about the general fund. The general fund covers the city commission, public outreach, administration, police and fire, who are the lion's share of the general fund. They will review public works and recreation. On Tuesday, next week, they will look at capital improvements and different things that make a significant annual impact on the community and on Thursday they will hit up the other enterprise funds.

This year, the biggest difference is the commissioner's goals. When they put the budget together, he added the recommendations from last year. There were some similarities, but he tried to associate the goals with their respective funds. For example, Commissioner Connell requested some advertising for South Leesburg, and he wanted the millage rate lowered. Those are general fund issues. Commissioner Reisman asked for beautification, additional code enforcement, and Wi-Fi. He would like to brand and promote Downtown Leesburg with marketing, adding lights and funding for the FSL programs. Most of those goals are in the general fund. When looking at the downtown marketing and lights, he put some of that in the general fund, along with CRA funds, and special revenues. Remember the general fund includes general revenues, the CRA fund has incremental revenues, and the special revenues are for purposes of capital projects and DST revenues. There are some other impact fee stuff that they will talk about. There are different areas where we could potentially fund some things. Mayor Burry would like to look at infrastructure management, which is pretty broad, but that will be enterprise funds, which are water, sewer, electric, and gas. He would also like to look at recreational improvements to Susan Street, Sleepy Hollow, and the marina. Those projects are already on the agenda, and they are funded by grants. We will get into more detail when that discussion comes up. Commissioner Pederson asked them to enhance public safety and to refocus on the downtown. He would like to get back to parking projects. The Market Street projects and implementation of the Tropic purchase are in their respect funds. Commissioner Berry introduced the concept of a wall. The wall would be an addition to the Susan Street project. It would essentially run the trail that is an extension of Red Raider Road. She would like to see the city hall security finished. She would like to enhance police protection and see the continuation of the home grant program. She also included the John L. Johnson Park restrooms and some summer tutoring programs. That is a broad overview of the commission responses provided over the last ninety days and some of the items the city is already doing. For example, with Wi-Fi, we try to increase the coverage a little bit each year. It is done incrementally. Some of the recommended goals may not be tackled and those will be discussed Tuesday night, when we break into the CIPs. They will see some competing demands. They will need to collectively come up with some concepts for how to shift some blocks, make cuts, and/or reshuffle the deck. Even the downtown market lights, Market Street, parking, the implementation of Tropic and Susan Street have some conflicts. We will need to shuffle the deck on how we move forward with some of these things. They will need to rank them more on Tuesday.

Referring to another slide, he said moving into the FY 25 budget, this was the first year they started seeing significant input from The Villages in terms of growth and new revenue. He hoped to split it by increasing public safety, adding some to the general fund and then capital improvements because they need to lower electric transfers. He would talk more about electric transfers when they get into that fund. From the commissioners' goals, the number one resounding issue was the enhancement of public safety. That speaks to crime throughout the community. It speaks to the inability to tackle homelessness, coupled with the new law that the state legislature passed. That is a significant issue, especially in the police department. We have been at a disadvantage when it comes to staffing levels. For years, the city has not funded the police department at levels we see other communities have. We have a catch-up game with regard to that and will dig into the numbers.

This year's biggest revenue growth was The Villages. Over the year we talked a lot about it because we saw a million different PUDs. There are about 40,000 lots planned and of that, The Villages has the biggest chunk of 14,185. That leaves a remainder of about thirty thousand lots that are not The Villages related. Looking at the taxable growth, the first initial estimate received on June 1st said 38.18%. Leesburg is one of the biggest growers in the county and as of July 1st, that number went up a little bit more. Our taxable value last year was 2.5 billion, and it went to 3.4 in June and now for July it is about 3.5. That is a gross of almost one billion dollars in a single year. When they dug into that number, it was pretty much all The Villages growth. Referring to a chart, he showed the percent of taxable values and of the 965 million dollars, pretty much all that is The Villages related. Of the 39% of growth, 30% is The Villages. There is an inverse because 70% of that number is The Villages. The Villages have an input of 750 million dollars. That is three quarters of a million dollars of taxable growth attributable to The Villages. A side note, of the 32,504 lots that were proposed for The Villages of West Lake, about 22,742 of the lots are accounted for in this budget. They are looking at about five hundred more lots for next year. Core Leesburg is at 5% and, for all practical purposes, this does not compare to what we see in terms of PUD approval rates. We see PUDs come in all the time, but for practical purposes, not every PUD will grow. That does not mean the PUDs will not happen. It just means they are not as accelerated as we thought because the big numbers relate back to The Villages. When The Villages number starts turning around, and the Core Leesburg lots that were approved stay in the 5% range, we will see that number trail off, and we will look more like the rest of the county. It will look more like a Mount Dora growth number or a Clermont growth number. It will probably drop back to the 7.5% or 10% rate. Right now, with The Villages, that number is doubled. Remember these lump sum numbers include the CRA, and we have to pull that CRA growth out because it is shuffled over to the CRA funds. So, about 4% of the 39% is CRA growth. The general fund will see about 35% of the 39% growth and the CRA funds will see about 4%. Now, transferring that to revenue. Remember the revenue formula is our assessed value. We count on receiving 95% of the assessed value, which is state statutory. So, 95% of the taxable value is divided by one thousand. We then multiply that by the millage rate and that translates into dollars. Based on the current millage rate of 3.4752, The Villages brings in about 2.5 million dollars. By the way, that is what we thought when this first started. When this is all said and done, there will be about three million. That exceeds the portfolio, because The Villages' revenue will break down into two other big sources. The first being ad valorem and the second will be utility and franchise fees. As the state catches up with population growth, we will see more in state shared revenues and local option gas tax. That will compete with some other formulas, so really the utility franchise and property taxes are where we will see the lion’s share. There may be a bit more discretionary sales tax and other state shared revenues, but The Villages is the lions' share of where we see growth. Core Leesburg's new growth is about 410,000 and the CRA's growth is about 360,000. That all gets shuffled off into the CRAs. All in all, at the current millage rate, we are looking at about 2.9 million dollars of new ad valorem growth.

Now, to muddy the waters. If they keep the current millage rate of 3.4, ad valorem taxes will be up 2.9

million, utility taxes will be up $545,000, the franchise fees, which are primarily Duke and The Villages, will be $560,000 and fire assessment fees will be $332,560. Right now, there is a bit of an argument between the City and Duke because Duke has not kept up with counting new growth. They are having weekly arguments with Duke because they need to get up to speed on their count. They are also in the middle of an internal audit, and they are about six months behind. There is no excuse for that because in the 2018 to 2019 time frame when we entered into the territorial agreement where we took some Sumter County property that was under Duke, and we gave them the North 470 property. That was all done because the concept of The Villages was that they wanted the whole village's area to be serviced by the same utility supplier. All that means is that Duke knew we flip-flopped these properties years ago. This even went before the Public Service Commission and Duke did not count the new meters that had been spinning. Remember by the assessed value numbers as of December 31, 2023, there were 2,752 houses on the tax rolls. If the houses were on the tax rolls, that meant there was a base bill and a meter spinning. **Commissioner Berry** asked how they added that in. **CM Minner** responded they came up with the number based on franchise growth. The average bill is 1,000 kilowatts and the average Duke bill is 165 kilowatts. So, the average Duke bill is $165 a month based on 1000 kw. It would be $165 times 6%, times twelve months, times 2,700 and that equals half a million dollars. That was an estimate, but we still need to get that money and if we do not get that, we will need to be litigious. **Mayor Burry** jestered why pay today when you can put it off until tomorrow? **CM Miner** cautioned the commission about where IOU's hit because municipal corporations will get the black eye by them saying it was not their fee, that it was a city tax. When the villagers come in to complain to Duke about why they are being back-charged for franchise fees, Duke will blame it on the City of Leesburg. The truth of the matter is, Duke is behind and every municipal corporation in the state has a franchise fee on electric. Another big revenue growth is the fire assessment fee. They saw a growth of $332,500. Now, remember the major growth in the fire assessment fee relates back to The Villages. With all the major growth, at the current millage rate, we are looking at about 4.3 million dollars of new revenue. Referring to a chart, he said they compared the 3.4 and the 3.2 millage rate. At the 3.2 rolled back millage rate, we would collect 2.1 in ad valorem and if we went with the 3.4 millage rate, we would collect 2.9 million in ad valorem. The total estimate if we went with the rolled back millage rate of 3.2 would be 3.5 and if we went with the 3.4 millage rate it would be 4.3. The delta is that we would leave about $810,000 on the table, which is almost one million dollars.

Referring to a slide, he continued to say with <u>major expense highlights</u>, they broke that down into four categories. They tried to break it down easily, but the numbers unfolded a lot of different ways. If they were to ask a specific question, he would have to think about it. The purpose for breaking down the numbers was to boil down and figure out where the new money was going. Adding all four categories together, it equals about 4.3 million dollars of new revenue. Everything was based on making a significant increase in the general services for the City of Leesburg.

They want to increase <u>police services</u>. The police department budget increased by 1.5 million dollars, and the lions' share of that goes to personnel at about 1.2 million. Looking at the personnel detail lines, they will see an increase in retirement and other benefits. When they roll it all together and include the cars and everything else, it adds up to 1.5. The increase includes 12 new officers. It would increase from 72 sworn officers to 84. The police department said if they were going to increase police officers, they needed to grow in incremental blocks to cover shifts and administrative officers. They would have to work in the increases based on hierarchy and scheduling. They wanted to handle this in increments. They would start off the budget by adding six brand-new officers. When reviewing the associated promotions, the bottom line was we could not afford them. They wanted 12 new officers effective October 1st, but there were problems, and we could not afford to bring them all in come October 1st. So, we knew they were not going to get 12 new officers due to budgeting. We were over budgeting in expenses versus revenues. Now, how do we make this affordable? We came up with a step-by-step plan. Come October 1st, they will hire three new officers and promote someone to lieutenant. By June 1st of next year, we will have 12 new officers and one new lieutenant and sergeant, which would most likely be an internal officer being promoted to a higher rank. Essentially, the plan would be three new officers and one lieutenant effective October 1st. On April 1st, halfway through the fiscal year, one more lieutenant and sergeant will prepare for supervisory roles and by June 1st, we will bring in the last of the new officers. The good thing is that it is within our parameters. The bad thing is, half of the expense to grow the department by 12 costs about 1.2 million dollars. That is the police department ostensibly.

The next big increase is fire services. It is probably arguable whether adding six new firefighters increases fire services. It is arguable, but no, we are not increasing services. The biggest complaint they have heard over the last three years from the IAFF (International Association of Firefighters) and the Leesburg Fire Department, especially the Griffin and Canal Street stations, because they are the busiest stations by far throughout Lake County and statistics support that and our service force has a tremendous amount of workload, which does not allow them to take their scheduled and earned PTO off. The biggest thing they hear is how burned out and over worked they are. They need more rest versus the high-risk performance stuff that they do. The response back to the fire department in this budget is that we are going to change this. We need to decrease the hours of work and, using round numbers, they currently work about 2,900 hours a year and the proposal back to them will give them the break. They asked for fewer hours worked and an increase to their pay. The increase in pay will be a net neutral of 4%. It will be a 4% increase with less work. So, instead of working 2,900 hours, they will work about 2,400 hours. This will be done in increments. We have A, B, and C shifts just like the police department. We need to build it in increments for us to be able to cover lowering the work hours without seeing overtime go crazy and people need to start taking some time off. The chief and mayor believe they need six additional firefighters to cover the lower working requirement for the fire department and the increase for that is about one million dollars.

The next one is to reduce electric transfer. There are two major reasons why he continues to come back to the city commission on a yearly basis to encourage them to reduce the transfers. It is two-fold, but there has been pressure from the state legislature from the last two sessions that said electric cities need to look more like normal municipal corporations. There are roughly 600 electric corporations in the State of Florida and 48 of them are municipal electric utilities, so we are a special breed. Some are pretty significant municipal electric utilities, like KUA, JEA, OUC, and Lakeland Electric, and some of us are smaller, like Fort Meade and Leesburg, which are probably in the middle ground as far as customer load and money spent. He believes that fight will continue in the state legislature and that fight is demanding that electric cities look more like non-municipal corporations. We have had a humongous ally in the state senate, Senator Baxley; however, Senator Baxley has now termed out, so we will have a new senator. He was not providing a representation for the new senator that will be representing our area, but this is the representation of the majority. Next year we will not have Senator Baxley representing us. He was a highly regarded state legislator. He served as long as he could. He was from Ocala, and he was a friend of the municipal electric. This last session he kept the legislation off the floor that was in the house. There is a question and concern about what the new legislation will look like. With the concern continuing to grow, we need to continue being one of the most proactive municipal electric utilities in the state, as far as reducing electric transfers. We have to continue getting the electric fund influence out of the general fund. It will be a critical element for the city moving forward before it is forced upon us. When looking at the legislation that has passed over the last couple of years, it is forcing the changes that he was recommending and that is the 6% cap, having authority, and representation for the electric customers that are not corporate residents. The electric fund, unfortunately, cannot afford a significant transfer for a number of reasons including extensive inflation, personnel cost increases that are forced by the market, and some investments where growth has not spun meters yet. That time frame will eventually end when the Leesburg electric service box fills up to where some of the pressures on growth will not be as great as they have been over the past few years. When the box has been filled, we will not see neighboring territories like Duke or SECO make any trading territory agreements with us, unless it was to their advantage or if it was customer for customer. The market has affected the electric fund, state legislative priorities have affected the electric fund, which means we need to continue reducing our transfers of 1.5 million. Now, what does the 1.5 million reduction in the transfer mean? The general fund will receive about 1.6 million from the electric fund and that 1.6 million represents a 6% franchise fee. In other words, if we did not have our own municipal electric utility system, we would not be having the Duke argument. We would have a 6% franchise fee on incorporated and unincorporated sales. The inverse of our utility is that 60% of our 27,000 customers are outside the corporate limits, and 60% of our sales are inside the corporate limits. That means if we did not have the utility, we would get 6% of electric sales on the sales in our corporate limits. If this came down, we could only transfer 6% based on where our corporate limits were. The transfer of 1.6 million equals that demand. That is a reduction of 1.5 and everything that is presented in the general fund. The worse case scenario is we can only take 6%, which represents our customer base inside corporate limits. If we accomplish that, that is significant.

So, after the police and fire increase, and reduction in the electric transfer, we are left with about 1.47 million dollars. He proposed $550,000 for the 4% pay increase. $412,000 is The Village's fire assessment fee and most of that fire assessment fee goes back to The Villages. $175,000 to increase fleet leases. Fleet leases are where we take a vehicle, and we depreciate it over the value of five years. Then, whatever department that vehicle belongs to will pay the value of that five-year depreciation. The depreciation will change based on the type of equipment, but for simple math, a car is five years, so if it is a $50,000 car, the lease payment will be $10,000 per year. That lease payment goes into the fleet fund, which builds the cash to buy replacement vehicles. We take that number for every vehicle's depreciated value, we add it up, and divide that among all departments. We were at 50%, then we moved to 75% a couple of years ago. Now, we want to get to the point where the fleet fund cash is decreasing to where we need to bump that up so we can get to 100%. The full depreciated value over the years, plus the car, is how we get to that number. To increase it from 75% to 100%, it will hit the general fund in the amount of $175,000. The general liability insurance also went up. We impose that on ourselves, but it matches with how we do it and that is about $97,000. There are miscellaneous operating expenses that include chemicals for the pool, paper, etc. The purpose of the slide was to show the major expense blocks and where we are trying to significantly change the service level. If they add it all up, they are back to where we are with revenues of about 4.3 million in new revenues; police expansion, fire expansion, reduction in electric transfer and other miscellaneous items. That totals about 5.6 million dollars on the wish list for a deficit of about 1.3 million dollars.

Moving on to another slide, he said, we have significant programming increases and we have significant new revenue. When they put it all together, the budget is a deficit of $250,000. It is not a crazy number, but he wanted to present it that way to show where the city is. If they feel the programs are where we need to go, that is where they are. Remember, that number will change on the first of each month, so July 1st, August 1st, and September 1st, and there will be a final update on October 1st. So, that $250,000 number has already changed, and he alluded to that a little bit because the assessed value has gone up a couple of hundred million bucks. That $250,000 has already been reduced to $142,000. However, he wanted to show that we had a deficit. He also wanted to show that the deficit was not crazy, and he would not make any rash decisions about how to manipulate getting that $250,000, because by the time we hit September, that number will probably catch up with the assessor's office after they ratchet up the numbers. **Commissioner Berry** asked him to go back to the breakout of the four major expenses. She wanted him to provide clarification about the increase in fire services as of October 1st. How many firefighters will there be and the same for the police department? **CM Minner** said he wanted to digress on this topic because her question jogged his memory. At the last commission meeting, they approved the PBA contract. The PBA contract called for a 4% wage increase, but it did not call for increasing officers. Having said that, they negotiated in good faith to bring in more officers. He thought that went a long way to having the police department capitulate to the 4% increase, which they thought was reasonable. The other side of the table said yes, and the city would finally get more officers. That is a better way to address some of the issues, and they will not be as stressed on the police side. The fire department side is similar, but they are asking for an 18% increase. They are going back to the table to tell them no because that is an unreasonable request. They believe the pay is reasonable, and the factual definition is 97% of the market average. The market average is for the other departments in our region. It covers most cities in Lake County and a couple in Sumter and The Villages. It does not include cities like Tampa or South Florida where the cost of living is higher. It does not include cities where the city transports. There is a bifurcation in fire services for transporting patients to the hospital versus treating them at the site. When they get into the transport business like Lake County does, they handle the transport for us, and we pay a millage rate for that. There is a significant change in expectations from a paramedic only or a paramedic firefighter who handles transportation and those are not comparable numbers. Typically, the department that handles transportation has slightly higher wages. Typically, those departments are more urban, although everybody would probably argue that we are becoming urban. However, urban areas are South Florida and Tampa. What that leaves is that tomorrow they will meet with the union and the presentation to them will be for a reduction in workforce, and if they approve that, they will come back to the commission. If they can come to an agreement tomorrow on a 4% increase and reduced work hours, they will go to the ratification vote. Both the union and the commission will ratify it. At the time of the ratification vote, they will do two things. They will say they want to ratify the agreement to increase the number of firefighters to reduce the work load and increase the pay by 4%. However, before they can switch to the 2,400 work hours, we need six new people trained and on staff. Again, the proposal to the fire department will be a 4% increase, and work hours will go down. We will try to get three new firefighters on by the end of this fiscal year since we have the money. **Commissioner Berry** asked about the police department. How many new officers will they add as of October 1st? **CM Minner** replied that the police department will not be tackled until next year. Continuing, he said they would put the expenses in the hopper and compare the deficit of $250,000. The deficit shown was done at the current millage rate and these are really aggressive changes. Now, if we stay at the current millage rate, which is a 7.5% tax increase, they could accomplish those four major things.

He showed a chart that covered an eleven-year synopsis of what we have done as far as millage rates. It shows it going up and coming down, but how does it affect taxes? Was it a tax increase or was it not a tax increase? He did not want to go through each year, but he reminded them of some crazy times. Back in 2014 and 2015, we rolled forward and everybody was like, what the heck is a roll forward? He had to rack his brain because in 2014 and 2015 we still had decreasing assessed values from when the world crashed back in 2010. They still had decreasing assessed values and the same tax revenue, but they had to increase the millage rate. We all forgot about that because if they saw Carey Baker's presentation at the Lake Regional League of Cities he had that number in it because he did not forget. It was a pretty good presentation. We have seen so much growth and not only have we caught up with the decrease, we have surpassed it. There was actually a roll forward in 2014 and 2015 that we did not take. We kept the millage rate the same, which was actually a tax deduction. Then we did some rollbacks, and then we kept it the same. Eventually, we made some increases. Overall, we have been very frugal with taxes. In 2024, we did not increase taxes, but we increased the fire assessment fee in 2023. We had a modest increase and the bottom line is, over the past eleven years, the millage rate has decreased 8.16% every year on average. That is misleading because that is the millage rate and the millage rate does not tell the whole story, but it does tell some of the story and that is something for Leesburg to brag about. The millage rate has gone down 8% every year for the past eleven years. Taxes have increased on average by 1.89%, which includes the proposed 7.5% increase this year. Even though 7.5% sounds like a crazy number, it is still modest, and it still has an overall tax increase for the residents of less than 2%. Now, what do the percentages mean in terms of dollars? It was hard to tell, so he did a sliding graph for the city only. For a homesteaded house of $250,000 at the current millage rate, the current city tax bill is $868.00. If they keep the same millage rate, it will go up 3%, so the new value will be $257,500, so instead of an $868 tax bill, they will have an $894 tax bill from the city. That is an increase of $26.00. The 7.5% is an average somewhere around $25 to $30 for the average resident. Referring to a chart, he said, the number spans from $10 to $57 depending on the value of the home. Remember there are a bunch of taxing districts on the tax bill. We have the county, school board, hospital districts, mosquito district, and MSTU. There are six plus different taxing jurisdictions on a tax bill, and if everybody stays the same, the millage rate will be 15.8956 mills. They have to break that down into two parts. The school board has a $25,000 exemption and all the other taxing districts have a $50,000 exemption. If your house is worth $100,000, you actually pay $100,000 in taxable value in all the non-school district taxing jurisdictions and $125,000 for the school board taxes. If they throw out the comparison of the assumptions, it will give a rudimentary feel of what our change would be. The range then goes from about $47 to $262 on a tax bill. If they go look at about three and a half mills and divide it into sixteen mills, that is not quite 25% of the total tax bill. The school board threw it off because they have a $25,000 exemption. Even if every taxing jurisdiction goes up, he would not judge whether the commission thinks that is an unreasonable number. From the conversations he has had, he knows they are all struggling with the same inflationary numbers. We are all struggling with the same issues. The electric is high, insurance is high and the cost of employment is going up for everybody, so it is a pretty safe assumption that they will not see too many taxing jurisdictions go back to the rollback rate this year. Leesburg is one of the very few who have been frugal about adjusting the millage rate. Referring to a chart, he showed how we are making significant steps to change the service delivery in the budget. They are going to where most other jurisdictions go, which is the ad valorem rate. We should not be milking the utility funds and falsely increasing those to run the general fund. We need to develop a way out of that system and this budget almost gets us there. We have the third-lowest millage rate of all municipal corporations in Lake County. Fruitland Park, Leesburg, and Lady Lake are important ones to look at, because in Lake County, Fruitland Park, Leesburg, and Lady Lake include The Villages. They can count on villagers comparing tax bills and our tax rates are less than Fruitland Park, but we are higher than Lady Lake. Lastly, he wanted to point out that the only other municipal electric utility in our region is Mount Dora. He did not know what Mount Dora's transfer levels were, but he knew ours. Next year, if they adopt the proposed budget, we will look like every other city in Lake County with a 6% franchise fee. Everybody says Leesburg gets to do anything they want because of the electric system, so, if they approve this budget, that statement will be wrong. We would be running our municipal services without any significant electric transfers. They will do it with a franchise fee and the millage rate, which is still one of the lowest in the county. That is significant, and he did not want to belittle that chart, but it shows where we have been since 2013 in terms of electric transfer.

<u>GENERAL FUND REVENUES</u>:

CM Minner wanted to explain the terms of the overall revenue. We will go from 33.4 to 37.5 million dollars with the areas of significant increase having already been covered. To sum up, he did a strength and weaknesses analysis (SWAT) of the proposal. First, with strengths, we will increase public safety, which is significant because we have room for improvement and this budget will tackle that. We continue to boast a low millage rate, and we are very frugal with the tax dollars that we spend and collect. This budget moves us closer to looking like a non-electric municipal corporation, which the state continues to push for. With that being said, we still have reasonable reserve levels. The biggest thing with the reserve levels is that vacancies have created that cash for us. We have been slow to spend it, and that is a good thing.

With weaknesses, because of the way we framed the growth in the police department, we are still counting on about $600,000 of new growth to come in for FY 26. He believes we will get there, and it is a reasonable gamble. The main reason for that gamble is, if we say okay we do not want to take that step, the chief will say we need to reschedule, and we will kick the can down the road on the growth of the police department. He believes we need to take that gamble. We can take that gamble because we have reserve levels to potentially cover it. However, it will hurt us with capital improvements. Even though we will have fewer electric fund transfers, that means there will be higher taxes. It accomplishes getting the electric fund down, but it equates to higher taxes. Even doing that, we will still have the third-lowest millage rate in the county. Another weakness is not using general revenues for capital improvement projects. Over the last couple of years, we have leaned on the American Recovery Act money, CRA money, and the discretionary sales tax fund to fund capital improvement projects. Potentially, there may be a need to use general fund reserves for future CIPs; namely, the downtown parking, Market Street, Susan Street and any other stuff we do downtown. They may need to grab some reserve money if they gamble on the police department. We may need to use some reserve money to cover the gap for FY 26. If we do that, the first priority will be to cover that gap before anything else. The last one is with health insurance, and they will look at that on Thursday. That has been doing pretty good, but it has gone up over the last two months. The average payment for all claims needs to hang around half a million dollars a month, and over the last two to three months we have been hitting $750,000 to $850,000. That will put us about one million dollars out of whack depending on where the trend goes. He wanted to throw that out because if that trend continues in the last quarter, we will need to find some additional money. We have propped up the health insurance fund and the balance should stay around two million dollars. They need to subsidize the health insurance fund and there are two ways to do it. They need to either increase the employee contribution or go find cash. He recommended not going back to the employees because health insurance coverage is one of the biggest unforeseen benefits that employees get. He would gamble that when they do the employee survey there will be very few employees thanking the city for the health insurance coverage. He would not recommend kicking that can down the road. He would say they need to grab some cash from the general fund to keep rates on health insurance down. That was the strength and weaknesses of the analysis of the proposal.

Referring to the general fund cash reserves slide, he explained that since they are always conservative, he estimated it to be somewhere around 15 million. That will give some room to do some things that we talked about. We can bring on some firefighters early. We do have some cash if they want to peel it off a little bit. However, he guessed they would want to be conservative, but there may be about 5 million to bleed off and that would put them around 10 million, which is still above the reserve requirement of about seven and a half, so at 10 million we will still have a good reserve. We have squirreled away this money over the last several years. We are now seeing cash levels available to do capital improvement projects. He hoped it would be used for capital improvement rather than personnel, because capital improvement projects fill in the trough. If they start under budgeting and use reserve money to pay off budgeting, that is where we will get into the hole. We need to avoid that, and it does need to be talked about. **Mayor Burry** asked when talking about core Leesburg, does that include all the new development south of US 27 and on CR 44 or is it just old Leesburg? **CM Minner** replied $410,000 is Core Leesburg and $2,500,000 is The Villages. The Villages are everything north and south of CR 470 and everything else is Core Leesburg, which includes Hodges, Anthony, BarKey, Silver Point Springs, Battaglia, Orange Bend, and Liberty Preserves. **Mayor Burry** said right now we are sitting at a 4-5% increase. **CM Minner** agreed. **Mayor Burry** wanted to know for us to come to this what does it have to be? **CM Minner** responded it does not have to be anything. **Mayor Burry** asked what would happen if it stayed the same. **CM Minner** said if it stayed the same, we would have the same Core Leesburg. If we had zero growth and no developments came in, which is very unlikely, or if all the developments came in at once or about equally, that is also unlikely. Remember when the planning and zoning director made his presentation a few meetings ago on the comprehensive plan growth, we are seeing a sustained 4% growth, and he believed that number would continue. There is obviously a cloud of Orlando megalopolis growth that is coming into Lake County. We see it happening in Mount Dora and Sorrento along the CR 46 corridor. We see it in Clermont, Groveland, Mascotte, and Minneola, so, obviously, growth is coming this way. There are a significant number of lots, but he did not have that information with him. We see it in the assessed value chart that the property appraisers office sends out to the cities. We are seeing a bit of a slowdown in Clermont, but we are seeing double-digit growth in Minneola and Groveland. Those subdivisions are growing, so that is an indication that the growth cloud is coming. It is not quite to Leesburg, but it is coming our way. However, he does not believe every one of the approved subdivisions will grow, and we will not see 38% next year. Then the question is, whether we want zero growth and if that is good? That is an elected official decision, not a city manager decision. He was there to help them manage it. **Commissioner Berry** asked how he broke out the CRA growth of 4%. **CM Minner** answered the CRA's are rooted in the 1 billion dollars of new growth. New growth is an increment, so the growth of $360,000 is the estimated portion of growth that is coupled with the county's contributions, which doubles it. It is then divided into three at varying levels and the number one grower of the CRA's is Highway 441/27, the next grower is Carver Heights CRA, and the slow grower is the Downtown CRA. That is the overview of the budget. The next portion of the presentation will give the microscopes and details of every department. He asked if there were any questions about the overview. There were none.

GENERAL FUND EXPENSES

Continuing, he said this is where he becomes redundant, because there is not a lot of change because he had already told them about all the big stuff. Referring to the general fund slide, it says a million words because they really see where the growth is. It is police, fire, and recreation. The other big one is the executive and the reason for that is The Village's payment of the fire assessment fee. That is where we buried it.

The city commission budget increased by $566. **Commissioner Connell** asked about promotional services. **CM Minner** replied that promotional activities are under operating expenses. It covers Christmas gift cards for employees. Each employee receives a gift card of $100.00. It also covers the MLK sponsorship and the Chamber Gala of $1,500. However, they may want to take that out. It also includes the Chamber's breakfast of $500. **Commissioner Connell** wanted to know if the employees like getting the $100 Christmas gift card better than the Christmas party. **CM Minner** responded that was the feedback he received. They like getting the money more than having a party. The Christmas party is a lot more expensive too. **Commissioner Pederson** asked about them getting a 5% bump, when the total budget only went up 1%. **Budget Director (BD) McDaniel** explained that some benefits went down. Someone may have done the fitness program, and opted out of it. It went down about $80 and insurance went down a little bit too. It couples all that together. There is a 4% increase there, but other line items have gone down.

Moving on, **CM Minner** said the executive division covers a couple of different branches. First is public outreach, which is the payment to Lakefront TV. **Commissioner Berry** asked for a breakout of the communication expenses since that increased. **BD McDaniel** answered that it covers the telephone bill of $324, the Verizon bill of $481 because they have a public outreach data plan and the Comcast bill of $2,640 for internet and cable at the Lakefront TV studio. **CM Minner** stated administration covers the city manager's office, which is extensively about the same. **Commissioner Berry** inquired about the number of employees in this department. **BD McDaniel** replied 2.70 because the executive office manager position is also split between Public Outreach and the Airport. However, there are three employees in that department.

CM Minner mentioned that the city clerk's budget went down a tick. He asked if there were any questions. There were none. Continuing, the city attorney's budget is pretty much contractual based on estimates by Stone and Gerken. Under miscellaneous, **BD McDaniel** stated they put employee vacation buybacks in this budget. It includes the payment to The Villages and the debt service transfer for debt service. **CM Minner** added that the debt service is what we cannot use DST money on. **BD McDaniel**

agreed.

CM Minner said finance has a couple of divisions. It includes accounting, which has not changed much. Customer service is down due to credit card fees. **Mayor Burry** wanted to verify that it was $400. **BD McDaniel** agreed. **CM Minner** continued to say procurement was down, and the warehouse budget went down just a tick. Moving on to human resources, **CM Minner** stated the budget has gone up a little bit, but it looks pretty much the same. The information technology and geographic information systems are both pretty much the same.

The Police Department budget consists of the police forfeiture fund, police education, and police impact fees. There have been discussions about this funding for police. The increase there covers police services from 12.6 to 14.18 million. The lion's share of the 1.5 million increase is all personnel. **Commissioner Connell** inquired if The Villages paid police impact fees. **CM Minner** responded yes. **Commissioner Connell** pointed out it should have gone up significantly. **CM Minner** said the police impact fee is at 1.358 million. The police impact fees will go to the expansion of the force because it is associated with adding twelve new officers, radios, light bars, gear and cameras. **Commissioner Connell** asked if he knew what we charged for police impact fees on a single family? **CM Minner** replied about $200. **Finance Director (FD) Williams** said it was under $200. **CM Minner** pointed out that the fire impact fee is about $250. **Commissioner Connell** wanted to know if we collected fire impact fees from The Villages and if we remitted that back to them since they run their own fire services. **CM Minner** said he did not think we charged them fire impact fees that were covered in the 163 agreements.

The fire department looks similar to the police. One of the big numbers is the pension fund. Looking at the individual growth lines, it continues to grow. He believes fire is hanging around 29% of salaries and police is around 15%. The actuary reports show 14.26% on police, so the city kicks in 14.26% in payroll to cover our required share of the pension fund and 42% is fire. Fire is the big one, but it is not uncommon in other cities. 15% for police is a little low. He guessed they would see about 35% for fire and close to 20% for police. With both police and fire, that is about 60% of the budget.

Moving on to the public works budget, it has a bunch of different stuff and street maintenance remains about the same, with a subtle increase. Facilities maintenance takes care of all the facilities and most of that is insurance due to new buildings. The grounds and administration budgets are roughly the same. **Mayor Burry** said at one point we could not hire enough people, so we entered into an agreement with Brightview for mowing grass and things like that. **CM Minner** remarked that we still use Brightview because they cover the rights of way issues. Dixie and the 441/27 corridor is Brightview. The Venetian Gardens and around City Hall are handled internally. **PWD Kelsey** pointed out that some vacancies were filled with summer contractural employees from Brightview. **Mayor Burry** wanted to know if they were moving or migrating to the city. **PWD Kelsey** said yes. They are filling vacancies because they have a 50% vacancy rate in the grounds department. They are supplementing the vacancies with contracted employees from Brightview. That is all part of the contract until we can fill the vacancies.

CM Minner said moving on to community development (planning and zoning) are there any questions there? There were none. He said they pay about the same to process all the PUDs.

With housing, the big change there in FY 24-25 is $33,800, and that is for additional demolition money.

Going to the library budget, he asked if there were any questions. There were none.

Under recreation, the recreation impact fees are up about $30,000. It will go down a bit because they are taking $23,341 out, so that will leave about $7,000 in the positive. **Commissioner Reisman** asked if they looked at paying the director anything additional due to the added workload. **CM Minner** said that would be at the commission's discretion. It would be tough because the recreation director received an increase last year when they reviewed department heads. As a result of Bikefest, he gave the recreation director and the special events division additional comp time because of the additional workload. If they want to revisit that, they need to let him know. It would be difficult due to how they adjusted every department heads' pay last year. It would bump him above everyone else. **Commissioner Pederson** said he did not hear the question. **Commissioner Reisman** stated that with the recreation director's workload increasing, he wanted to consider an increase in pay. **CM Minner** said he does a great job and the workload did increase, but he got an additional assistant that we paid $80,000 along with an extra week of vacation.

Commissioner Berry asked him to go back to housing. Under contract services, she wanted a breakdown for that? **Mayor Burry** wanted to know which page she was on. **Commissioner Berry** indicated page 146. **BD McDaniel** said that it was for demolition that was covered in that line. **Commissioner Berry** wanted to confirm it was part of the 25. **BD McDaniel** agreed.

CM Minner continued to say next, under recreation is <u>aquatics</u> and there was a bit of an increase there due to chemicals. **BD McDaniel** said it relates to keeping the pool open longer. It also affected temporary labor and utilities. All expenses went up because the aquatic center stays open longer. **Commissioner Pederson** noted that was a good thing. **CM Minner** wanted to move onto the <u>marina</u> and that budget was about the same. The biggest change in the budget was adding <u>Bikefest</u>. They have Bikefest balanced, so they will spend about $468,000. We will be around $468,000 based on this past year. If there are any overages, they will go back to the reserves. Remember we had $250,000 from The Partnership. It is probably $250,000 minus $50,000, so whenever we go over or under we will nip and tuck away at that reserve fund. We will not spend any of the cash we received from The Partnership except for Bikefest or unless the commission directs otherwise. **Commissioner Connell** questioned how much money the city would be out if Bikefest was a total wash out? **CM Minner** said he did not know the answer to that question. **Commissioner Connell** wanted to know how much exposure the city has when it comes to weather. We have fixed expenses that have to be paid regardless if we hold the event or not. **CM Minner** stated he would have to go back, look and draw on the experiences from covid. That was the worst experience we ever saw. Without evading the question, that is an extremely difficult question to answer. **Commissioner Connell** questioned if they would lose half a million dollars if we did not have Bikefest? Would it be somewhere between 0 and $100,000? **CM Minner** said yes. Entertainment is one of the largest expenses, at about $200,000. If they had to cancel all or some of Bikefest it would depend on when. If it was a total washout, most companies honor the commitment, and they would come back at another time, or we would refund the booking fee. If we had a big show on Friday night, that might cost about $70,000. Depending on how much money was made that night, that is where variances come in. He does not think we would have half a million exposed, but it would be a six-figure number. Also, through experience from this past year with trying to buy insurance, we found that it did not pay off because the insurance numbers were so big it was not worth taking the gamble and there were other ways to mitigate it, so we did have some exposure there. **Commissioner Connell** said okay. That was what he figured. **CM Minner** continued to say there was an exposure, and if they wanted to beat him down for a number he would say it was six figures. **Commissioner Connell** opined that it was a pretty big gamble. **Commissioner Berry** asked to get a breakout for Bikefest with contractor services. **BD McDaniel** responded she was pretty sure that covered entertainment and cleaning. **CM Minner** added it includes security, food, forklifts, tent rentals and stage rentals. They could go back to the details he provided in his summary for Bikefest. It lists it all out, and that $468,000 will match closely to the breakdown. With <u>recreation impact fees,</u> he does not propose spending any of it. Remember next Tuesday there is $507,000 in recreation impact fees available to spend and none of that money came from The Villages. It all came from Core Leesburg growth. **Commissioner Pederson** wanted to verify it was not in the general fund reserve cash. **CM Minner** agreed it was not. It is in a separate reserved account and on Tuesday he will give some recommendations about how to spend it. **BD McDaniel** added this can only be used for growth. **CM Minner** said they could perhaps use it for Susan Street. **Commissioner Berry** asked if it had to be used within the next year? **CM Minner** answered no. It just has to be used in an expansion of recreational programming such as Susan Street. He stated that wraps up the details of the general fund. He asked if there were any questions, comments, or concerns. There were none.

Continuing, **CM Minner** said he wanted to revisit the proposal for taxes. He would like to keep it at the same rate, which would be a 7.5% increase. On Monday night's agenda, the city commission will have the famous DR-420, which sets the maximum millage rate, and he recommended setting it at 3.4752. They cannot go above that number, or it would have to be readvertized. Even if they do not want to have the current millage rate, they should still put it on the DR-420, because it can always go down, but it cannot go up.

Commissioner Connell wanted more clarification on the 7% increase. **CM Minner** pointed out if they kept the current millage rate of 3.34752 mills, that would be a tax increase of 7.5%. **Commissioner Connell** asked if the property appraiser was limited to a 3% valuation increase? **CM Minner** answered it was 3% if they are homesteaded. If they are homesteaded, they are capped at 3% and all commercial property is capped at 10%. **Commissioner Connell** wanted to confirm that we were merging in the middle. **CM Minner** replied it came out to 7.5%. **Commissioner Pederson** said nobody likes to talk about tax increases. On the chart he provided, it showed a decrease in last year's budget. He wanted to verify if we went down about 13% last year? **CM Minner** stated we were net neutral last year. Remember that was another creative budget year because we increased pay significantly to get everyone up to $15 per hour. It was a $2.6 million dollar pay increase for everybody, almost double what they normally do. **Commissioner Pederson** asked if they could put the chart back up that showed the eleven-year history of millage rates. He wanted to impress upon people that they took it down aggressively last year. **CM Minner** said last year we did a spending increase to benefit employees. We increased the fire assessment fee, and reduced taxes enough, which covered the increase in the fire assessment fee. It was a net neutral. **Commissioner Pederson** thanked him for that explanation. **Mayor Burry** said at the current millage rate we rank third from the bottom and everybody else is at a higher rate. **CM Minner** said yes, unless they all started lowering it. **Mayor Burry** added the chances of that happening are slim to none. It still puts us in a very favorable position by keeping the millage rate. **Commissioner Pederson** wanted to point out what they did last year. We took it down fifty basis points with the millage rate.

CM Minner stated tomorrow he had a meeting with the International Association of Firefighters (IAFF). He would like to go into that negotiation knowing the commission understands where they are headed so he can bargain in good faith. He wants to bring the workload down, take the pay up by 4% and potentially bring on more personnel. **Commissioner Pederson** said he felt comfortable with that. If he can sell it. **CM Minner** added that it will not commit the commission to anything because at the end of the day they have to come back and ratify whatever we tentatively agree to. Tomorrow he will propose shorter work hours effective April 1st. Initially, they would bring on three additional firefighters and get a 4% pay increase. If they agree to this, we have the money to cover it. If they say yes, we will make a tentative agreement. Once the union agrees and votes on it, it will come back to the commission for voting. It has to pass the union by 50% plus one vote. If it does not pass the union, they are back at the table for renegotiating. If they ratify it, and it comes to the commission and the commission does not ratify it, they are back at the table. **Commissioner Pederson** said they talked about reducing hours. He heard they would go from 2,900 to 2,400 hours. He wanted to know if they were salary? **BD McDaniel** said they are going from 2,704 to 2,496 hours. **Commissioner Pederson** wanted to know if they were hourly or salary. **BD McDaniel** responded hourly. **CM Minner** added checks will not change, but they will work about 300 hours less a year.

Commissioner Connell said there were ideas from the commission, and he wanted to know when they would discuss those. **CM Minner** said he would go commissioner by commissioner and Commissioner Connell asked to lower the millage rate and for advertisement money to specifically advertise South Leesburg. That has been a hard nut to crack. If we bring in a marketing firm, it will cost somewhere between $15,000 and $25,000. That was not a hard number, but it specifically targets South Leesburg and the commission needed to jointly approve that. If they want to throw that into the budget, he should be able to find $25,000. When goals start benefiting specific districts, the commission needs to talk about them. **Commissioner Connell** said he was referring to south US 27 because that is where a majority of our growth is right now. There is a major lack of commercial development down there. For years, the city had a department and part of the tasks were with economic development. From a commercial standpoint, we have not grown very well and that is a small amount to pay to attract a few businesses. It would be money well spent. **Commissioner Reisman** wanted to know how much the city spends on Lake Economic Area Development (LEAD). **CM Minner** replied yes, we spend about $27,000 on LEAD. While we do not have an economic development department, we do have LEAD, which is a county service. That is how we generate our economic development efforts, and it would be up to the commission to judge whether that is fruitful. We also have constant conversations about growth and the numbers are clear about where growth is happening and where growth is not occurring. Remember, commercial growth goes hand in hand with residential growth. In every stump speech he has given on economic development in Florida, we see the service economy as growth. In Florida, we are service-economy driven and commercial investments come after the rooftops. That is the phenomenon and the growth numbers in South Leesburg are not there yet. We have Arlington Ridge and unincorporated county growth. There is growth in South Leesburg, we cannot deny that, but every PUD that has been adopted includes a commercial segment. If we want to push the envelope, that argument is with the commission. **Commissioner Connell** explained there is a tremendous number of rooftop units in South Leesburg. He was not talking specifically about the city limits. If they look at all the rooftops down there, there is a tremendous number of homes. He does not feel like the city is doing anything to market commercial development in that area. There is nothing on US 27 down there because we have not reached out to anyone. **Commissioner Pederson** wanted to know what he was specifically looking for. **CM Minner** noted that the city has done that. We put effort into putting out a pamphlet to market our demographics. We did that a year or two ago and we did not get much response. **Commissioner Pederson** said he was curious about what he wanted to accomplish. **Commissioner Connell** pointed out there are two main things he would like to see in South Leesburg on US 27; retail and some nice quality sit-down restaurants. Right now there is nothing down there, and there are plenty of enough rooftops in incorporated and unincorporated areas down there to sustain that. If we reached out and made some of these companies aware of what is going on down there, it could help attract retail and restaurants. It is only about $20,000 and if we land one business we will get our money back. It is not far-reaching to hire somebody to market South Leesburg. For years, the city had a department which was combined with another department, but it included economic development. The city does not do much at all with advertising. **Commissioner Pederson** said they have been focused on job creation and, without being argumentative, that it is demographic driven. He was not against it, but rooftops are coming, and that will follow soon. Good restaurants and retailers look at demographics, population, and income levels. They already have that data and that area is still growing. **Commissioner Connell** emphasized that the city has not done much to self-promote. We are sitting back and waiting for them to come to us. We need to go out and seek them. **CM Minner** suggested, as a compromise, between now and August 1st, if they find twenty-five grand, he would put that in the budget for doing a study. **Commissioner Berry** verified that he was suggesting hiring someone to do a market type analysis. **Commissioner Connell** said yes. **Commissioner Reisman** wanted to know if that would just cover South Leesburg or the entire city. **CM Minner** stated it would be for South Leesburg. **Mayor Burry** pointed out that they were not giving credit to the corporations that run the restaurants. They do their homework, and if they cannot be profitable there, they will not come until they can be profitable. Otherwise, they will have to close their doors.

Commissioner Connell interjected and said they do not know what is going on because we have not reached out to them. **Commissioner Pederson** stated when he first started on the commission numerous people asked when Leesburg was going to get a Chick-fil-A and a Panera Bread. He would just smile and say he could not control that because it was all based on demographics. Well, look, we have a Chick-fil-A now because demographics have finally caught up and, when a Chick-fil-A comes in, Panera Bread is usually not far behind. They both look at the same demographics. He was not drawing a line saying he was against it, but it was based on demographics. Even with residential, we did not market that, and it is exploding. Heck, people are even complaining about it. **Commissioner Connell** said commercial was different from residential. **Commissioner Pederson** wanted to point out that commercialization follows residential, and it will be here soon. **Commissioner Connell** said if we reached out to them, it would expedite it. We are only talking about $20,000 to $25,000. If we land one restaurant or retail shop, we will have made our money back within a year or two. **Commissioner Reisman** asked if they could leverage LEAD to see if they could do more for South Leesburg since we already pay them. **CM Minner** said he has asked LEAD. However, the first twenty-five grand will be stuck into the budget for advertising South Leesburg. The city did send out pamphlets to market South Leesburg, but that was pre-Villages. This is the first year since they started development, and they now have 3,000+ houses in that area, so it may make a difference. **Commissioner Connell** said the pamphlets were sent out about three years ago. **CM Minner** added he reviewed the pamphlet prior to sending it out. **Commissioner Connell** agreed and there was nothing wrong with the pamphlets, but that was done three years ago. **Mayor Burry** asked if we heard anything from the pamphlets that were sent out three years ago? **Commissioner Connell** said he understands what is being said, and the staff did an excellent job on the pamphlets, but that is not their forte. That is not what they do for a living, nor is it their background. **Mayor Burry** believed that restaurants already know where they want to go. **Commissioner Connell** stated every city should put some money aside to market themselves.

Mayor Burry asked if there were any comments. There were none.

CM Minner reminded everyone of the holiday coming up. On Monday they will have their regular commission meeting. Tuesday, they will discuss special revenues and enterprise funds. They may get into CIP discussions. On Thursday, they will review the rest of the enterprise funds and pension trust funds along with internal service funds. Then, on Monday the 15th, there is a special meeting, so it will be a busy month.

3. ADJOURN:

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

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

With a motion by Commissioner Reisman and a second by Commissioner Perderson, the meeting adjourned at 7:16 p.m.

AGENDA MINUTES
CITY COMMISSION BUDGET WORKSHOP
CITY HALL, 501 W MEADOW STREET
TUESDAY, JULY 9, 2024 5:30 PM

1. CALL TO ORDER

The City of Leesburg Commission held a budget workshop on Tuesday, July 9, 2024, at Leesburg City Hall. Mayor Burry called the meeting to order at 5:35 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, Deputy City Manager (DCM) Hicks, Budget Director (BD) Brandy McDaniel, Finance Director (FD) Jim Williams, City Clerk (CC) J. Andi Purvis, 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. FY 2024-25 Budget Workshop Schedule

A. <u>Special Revenue Funds:</u>

Greater Leesburg CRA
Carver Heights / Montclair Area CRA
U.S. Highway 441 / 27 CRA
Discretionary Sales Tax
Gas Tax
Building Permits Fund
Housing Assistance

Debt Service

Capital Projects Fund

Enterprise Funds:

Electric
Gas

CM Minner started off by saying they would review the special revenue fund. These are the core of the budget as far as where elected officials want to see improvements with capital improvements. The core of that comes from the community redevelopment agencies and discretionary sales tax money. The building fund and housing assistance are also considered as special revenue. The debt service fund is simple because that is where we shift everything to pay for credit cards. We will also tackle the first two enterprise funds, electric and gas. He pointed out that there may be some other funding sources for projects, and they are contemplating the development of a new facility for the gas department, but that would be a joint facility.

Commissioner Goals:
Each commissioner provided a list of different things they would like and, outside of code enforcement and police department issues, most of the items listed were special projects. Referring to a slide, the yellow-highlighted items on the list are items they need to talk about tonight. The green-highlighted items are items currently budgeted for. These items are almost ready to be whipped out, or they are struggling with them for financial reasons. He took a different approach with the lists, by summing up the DST money and wrapping it together with the American Rescue Plan Act (ARPA) funds. Those are the big funding sources we have to accomplish along with some big capital improvement projects. The next couple of slides will boil down where he believes the commission wants to go. If they believe he plugged in the wrong capital improvement projects, now would be the time to yell, so they can reshuffle the deck. Some assumptions were made based on things they talked about, their wish lists, and things that were already in the hopper. The next few slides will boil down the funds, which are the major CIPs that we will work on. The projects with the little dots are ones proposed to be programmed into FY 25. The diamond means there is a competing demand in the Carver Heights CRA, so they should talk about it. The lightning bolt on the Susan Street project is there because that has a big impact as far as finances, and flat out it needs more funding. The John L. Johnson Park restroom also has a lightning bolt, but that project does not have as big an impact as Susan Street, yet it needs more funding. Some good news is the Pine Street project has been completed. With regard to the Tropic purchase, we had to jump on that quickly this year, and that will be a big downtown project. We will take ownership of that on August 1st, and we will lease it back to Dance Dynamix. That proposal will come before the commission at their next meeting. We will start to move in and do some different stuff. We will occupy that building by the first of the year. The city hall security system should be completed within the next forty-five to sixty days. It should be up and running in the next couple of weeks. We will then move over to the municipal service center to get the foyer area completed. That project should be completed in the next forty-five to sixty days. With the home grant program, he assumed they would probably refund that, and the diamond shown represented at what level. In the Corrine Williams playground we put some discretionary sales tax (DST) money and public works is now in the process of procuring the playground equipment. That should be done by the end of the year.

The yellow projects to consider are the marina and that would be funded using American Recovery money to the tune of 2 million dollars. The marina project is twofold; they would build the boat slips for 1 million dollars and then build a new marina building with the other 1 million dollars. The marina building is about 90% designed. That should be out to bid in the next couple of weeks, and we should have some market numbers back in the next sixty days. Another concept is whether we want to move forward with the marina because, in addition to some forty odd slips, we estimate the cost to build the new marina to be about 1 million dollars. It would have a return on investment (ROI) to the general fund of about $100,000 per year. That was off the top of his head, but he wanted to show some other things that they might want to spend that 1 million dollars on.

The gray area on the chart are projects they should revisit from the past with the downtown. However, most of them are reasonably new. The privacy wall Commissioner Berry spoke to him about. She would like to create a privacy wall that goes down the border of Susan Street to the trail from Griffin Road to Red Raider Road. It would run along the trail which is south of the Publix Plaza. There are concerns about the crime elements and some homeless elements that cut through the park, and end up in Berry Park. With downtown parking, they have talked about it, and it does tie back to the Tropic purchase. With Market Street, they started talking about that several years ago, prior to covid, and that has not been brought back nor has there been an allocation for it in the budget. We talked about the market-style lighting for the downtown, but we do not have an allocation for that either. That was a significant one, believe it or not, because everybody liked the concept of string lights. Some of this was from The Partnership days, but those types of lights are not up to code. Those lights are hung off buildings and they are really makeshift. He suggested if they were to put market-style lighting downtown, they should do it by code. It would be an expensive project, so we would probably want to start with the parking concepts ranked by their feedback. The market concept included some streetscape along Market Street where they would put some pocket parks and redo the dumpster enclosures. They should revisit that plan as well. However, he recommended putting those on the back burner, since we do not have the money. We did not re-up the facade, sign and landscape grant program in FY 24 because there were no allocations for that. Another concept they may want to consider is US 27 and having a larger facade, sign and landscape grant program because Commissioner Reisman listed this along with beautification on his list. He talked to him individually about the facade, sign and landscape program, and a deviation from that concept would be to put more money there. They could put a bigger number there, because the biggest area that we have for signs that are non-conforming, unattractive and not to code which were grandfathered in is on US 27. There is a plethora of non-conforming single pole signs up and down the US 27 corridor and code calls that those signs be phased out a long time ago, yet we have never really done it. This may give an opportunity to do that, and the plan would be that we put monument-style signs in. That is probably one of the single biggest things we could do for the US 27 corridor, and it would help esthetics. We talked about the South Leesburg marking plan as a general fund project, but they could slip that over into the US 441/27 CRA. That would help the general fund and still get one of Commissioner Connell's goals done. These are the projects we should focus on in the report. To digress slightly, that gray area is too dark, and the biggest project on the books right now is Susan Street. When we started this project, we had between 5 and 5.5 million dollars, and we spent a little money on engineering. We have 4.7 million dollars left, which is made up of three sources. $700,000 was for engineering, and we had already paid that for the Susan Street project. They approved the contract last night using 2 million dollars of TDC money, and we are in the process of securing the state legislative priority grant, which Senator Baxley and Representative Truenow helped us with. It was awarded by the governor in the first part of the month. He has been working with their staff and all the paperwork will be on their desks to formalize that grant. So, right now, we have 4.7 million dollars for that project and there was anticipation that we would spend our money on it. The high-level report is that we are about 40% complete with design using a construction manager at risk form of government through the procurement process; the construction manager at risk being all-state. We are receiving initial reports back on this project and the initial quotes were way out of the ballpark at 18 million dollars for fields, restrooms, and the entryways off US 27. That is extremely expensive. They went back and reshuffled the deck. It went from 18 million dollars to 7 million dollars. For 7 million dollars, we would be down to five rugby-sized fields. At the end of the day, that number was bad for two reasons, and he was losing faith in the construction manager at risk method. He would like to talk about changing that method from the construction manager at risk method to the design-bid-build process. They ran into some similar situations at the marina. If they recall, we started the construction manager at risk on the marina, and those numbers came back crazy, so we decided to go back to the design-bid-build process. The engineer estimated the building alone at about 1 million dollars. We are seeing a difference in the design-bid-build process, and we also see differences in the marketplace. He would encourage them at an upcoming commission meeting, to abandon the construction manager at risk method and go back to the design-bid-build process because, in order to have nice quality fields, and facilities that include restroom modifications along with some other stuff, we need about 10.5 million dollars. He never imagined this project being that expensive, but that is where it is in the marketplace. Cutting to the chase, he was going to say that they either do downtown or the Susan Street project. However, he believes they can get a little of both done. He was looking at different issues and trying to iron out some stuff while putting the presentation together. In doing so, it occurred to him that the Susan Street project is located in the U.S. Highway 441/27 CRA and the U.S. Highway 441/27 CRA is sitting on a considerable amount of money. However, he would like to save that discussion for the CRA portion of the presentation, but he believed this project would be eligible for shifting to CRA money. That would allow them to take DST money and some other special revenue and put it in the downtown. They could have a little bit of cake and eat it too. It would accomplish some improvements downtown, and they could move forward with Susan Street at a level where it needs to be funded. The roundout budget would include 1.82 million dollars of unspent DST money, which goes back to covid money that was never allocated. Half a million dollars in recreation impact fee money and 3.4 million dollars of U.S. Highway 441/27 CRA funds. That is 5.7 million dollars of additional funding for FY 25 and that gets us to the 10.5 million dollar mark. Before we say, wow, that is a crazy number, he thinks that is where they need to be, and remember 4.7 million dollars of that is grant money. That is about half of the incremental value. 1.8 million dollars is DST money, .5 million dollars is recreation impact money, and half of the 3.4 million dollars is incremental money. We have other county money tied up in that, but if they put all the numbers together, they would have a 10.5 million dollar project. We would probably spend a little over four and a quarter out of our own pocket. Over 50% of that is grant money, but this is a significant project, and that is how we would get Susan Street done.

The other project is the John L. Johnson Park restroom. We put $300,000 away to build the restrooms at John L. Johnson Park. That park needs a restroom, but we cannot touch it for about $450,000. It is sort of the same conversation that we had with Ski Beach where, at that time, Commissioner Hurley went nuts over how we spent close to $300,000 on putting the restrooms at Ski Beach. That was the number six years ago, so the numbers today, more or less, match the times. He would say they need to grab some money from the Downtown CRA to give the public works director about .5 million dollars to get that bathroom done. We always talk about the war chest and how much is left in there and where it should be and the proposal this evening will leave about $200,000 of unallocated FY 25 DST money and about $850,000 of ARP money. That is if they do not spend it on the marina. They could have it in their pocket, but he will come back and give a recommendation about where to spend that money. They still have some interest earnings. Remember once we do a project, we shuffle cash over to capital improvement projects where it earns interest until we spend it so we still have some interest earnings. As we get these projects done, we will see interest earnings decline, so that will not be a revenue source in the future. We still have significant reserves in the general fund. We are sitting at about 5.5 million dollars. Back in the day, he would have said it was safe to use some of that money for capital projects, but by shifting around and doing some other things, he is getting slower to recommend spending this cash. First is the police department issue, and the second issue they will talk about on Thursday is the workers' compensation and health insurance claims. We need to shore those up. We talked about that a little bit last Tuesday night. There are some issues that we need to take care of with workers' compensation without increasing the cost for employees. He thinks they need to go to cash to firm those up, but they will discuss that on Thursday.

Commissioner Berry asked about the John L. Johnson Park. Why would they use the Downtown CRA money versus U.S. Highway 441/27 CRA? **CM Minner** answered because the park is not located in the

U.S. Highway 441/27 CRA. The line stops on the south side of the boulevard and that was the catalyst for looking at Susan Street. Forever he thought Susan Street was a blip in a hole, that it was not in any CRA, but when looking at the map for the John L. Johnson Park, he thought about the U.S. Highway 441/27 CRA. When we pulled the maps out and started looking at it, his eyes drifted up the boulevard to Susan Street, and he was like, holy cow Susan Street is in U.S. Highway 441/27 CRA, but John L. Johnson Park was not. If they decided not to do the restrooms at the John L. Johnson Park, they could throw $300,000 back into DST money, or they would need another $200,000 to be safe. Then the choice would be DST, the general fund or the Greater Leesburg CRA, which he would not recommend.

Commissioner Pederson wanted to know how many square feet the restroom would be in John L. Johnson Park. **CM Minner** responded it would include both a lady's and men's restroom. **Commissioner Pederson** said, thinking out loud, it would only be one thousand square feet, so that would be over $400 a square foot. That just blows him away, it does not make any sense. He believes they could find a contractor tomorrow that would do it for $200 a square foot. **CM Minner** said the most expensive parts of a house are the kitchen and bathrooms. Basically, we would be building the most expensive parts of the house. Also, those are prefab numbers from Leesburg concrete. **Commissioner Connell** inquired if this would include a lift station or anything. **CM Minner** replied no. It would be an extension to the main. **Commissioner Connell** said a 1,200 square foot restroom for half a million dollars is outrageous. He wanted to know if they received three bids on this? **CM Minner** replied that staff went to Wharton Smith and to Leesburg Concrete prefab. We can bid it out, but we do not see that number coming down. **Commissioner Connell** said, with no lift station, he thinks it would come down quite a bit because the bathrooms are Plain Jane. **CM Minner** remarked that they would bid it out. **Commissioner Pederson** said what startled him was Susan Street and not that he was against it, he could not believe how it went from 5 to 10 million dollars. **CM Minner** responded that we got to that number by using the construction manager at risk method. When they do that, they go out and get bids. We asked them to work with a local company and that was the number they got back. If we were to bid it out, it could come back lower, but it would not be under $300,000. **Commissioner Connell** said he would like to see this go out to bid. **Commissioner Pederson** agreed he would like to bid out the John L. Johnson Park restrooms. **CM Minner** added they were talking about $200,000, and he knows $200,000 is a lot of money, but he did not want them to lose the big picture on the restroom concept because there are some big pieces. **Commissioner Pederson** said, going back to Susan Street, are we going to bid that out as well? **CM Minner** replied that would be his recommendation. If they want to cut $200,000 out and go out to bid, they will do that. **Commissioner Berry** asked if there were any grants they could apply for that could help with city parks. **CM Minner** answered yes. They have over 5 million dollars of grant money for park improvements. If they applied for some CDBG money they may have to kick the can down the road as far as construction. If there was a reluctance to add on the funding, they may want to kill the project until they can bid it out and see where it comes back. **Commissioner Pederson** said that is where he was at with this project. He just got bug-eyed about the $500,000. **Commissioner Connell** agreed. **CM Minner** said that was an overview of the priorities. They will now break down into how we got there in each individual special revenue fund.

SPECIAL REVENUE FUNDS

<u>Greater Leesburg CRA</u>:
Continuing, the Greater Leesburg CRA is sitting on about $300,000 of unspent cash. It breaks down into revenue streams; ad valorem money, Lake County money, which is our TIFF and the county's TIFF. We throw that in a pot, and it generates about 1 million dollars per year. $443,319 will go towards special events, and the share that is required to go to the Leesburg CDC is $499,357 and the debt payment which retires in two years is $101,042. As we begin FY 26-27, they will have an additional $100,000 because that ten-year banknote for the Main Street project will have been repaid. They also have an unallocated

portion of $43,000. If they put all this money together, there is $343,795 of money left unallocated for this year. They may want to keep $200,000 for the facade, sign and landscape program. A couple of years ago, we put together 1 million dollars for the downtown historic building renovation grant program, and we have issued three grants. We took that money from the general, electric, and gas funds. We have issued three grants, each for $250,000. The maximum match they have given out was $250,000, so they could probably squeeze together another historic renovation building grant and restrict that to this fund. Now, just food for thought, they do have an allocation of a little over 1 million dollars for parking. **Commissioner Berry** questioned the increase in contract services on page 176, account number 3410. **Budget Director (BD) McDaniel** replied it had to do with special events. They have a note for a new event with entertainment along with bands for the pancake palooza. Contract services are associated with things they need within the special events division. **CM Minner** said he wanted to jump back to the downtown parking and the purchase of the Tropic. There was a conversation about moving the events division to the Tropic building along with doing a lease with the Melon Patch, as well as the Center for the Arts. We are in the process of formulating those things, but there are a few moving parts. The lease with the Melon Patch has some contingencies. The Melon Patch is offering the city $150,000 in exchange for a fifty-year lease at the Tropic. This is contingent upon the sale of their current property to the First Baptist Church. The First Baptist Church will then seek to close 12th Street. All this will come before them for approval. They would like to make this work with the two leases, along with the closure of 12th Street. That will set us up to start moving and shuffling the deck. **Mayor Burry** asked about the two leases. **CM Minner** answered there would be one lease with the Center for the Arts and another with the Melon Patch. They will then bring an ordinance forward to close 12th Street. **Mayor Burry** wanted to know if Dance Dynamix was going to do a lease. **CM Minner** replied that Dance Dynamix was making a lease for interim use of the Tropic from August to December 31st. **Commissioner Berry** asked if he could explain the Melon Patch lease again. **CM Minner** replied that on the parameters of the Melon Patch lease, they would give the city $150,000 for a fifty-year lease at the Tropic on the east side of the building. That is the big theater. The Melon Patch also has a contract with the First Baptist Church to sell their facility, but there are two contingencies; the city closes 12th Street and the city works out a lease with Melon Patch. **Mayor Burry** inquired about where they wanted to close 12th Street. **CM Minner** responded that 12th Street would be closed off from Center Street south to Main Street. The church owns all the property on both sides of the road from Center to Main. **Commissioner Connell** asked if Melon Patch was a nonprofit organization. **CM Minner** replied yes. **Commissioner Pederson** said he remembered the church going to the Melon Patch with that proposal. This makes sense to him, and he understands they own all the property on 12th Street. He wanted to know if this would impact the people who live on Line Street if they made this a dead-end road. **CM Minner** said that was the biggest thing because they would have to jog back to the west and then up. **Mayor Burry** said that would be where the north end of their property is right now, but don't they also own some property that goes closer to Bill Polk’s property? **CM Minner** added they own Center Street all the way down. If they were on 12th Street heading south they could still make that right. If they were coming from Line Street, they would take a right on 12th Street and then a left on Center Street. That is the jag they would have to do if they closed off that street. **Commissioner Pederson** asked the city manager how he felt about this. **CM Minne**r replied that he thought it was a reasonable deal. The biggest problem is the Line Street conflict, which is minimal for those residents. There would be other people affected who would have to do the cut through. Case in point, if he were to run to Publix, he would not be able to go out on Line Street. He would have to take a left, right, left. He would have to go around. That would probably be a good traffic pattern. They would have to zigzag through in order to get out to one of the major roads. It would be an inconvenience for the residents who live on Line Street from 12th Street to Perkins. **Mayor Burry** said they would have to go from the church, to Perkins, down to Sunshine and out to US 441. **Commissioner Berry** said they may like it because it would limit traffic on their road. **CM Minner** pointed out this has been a concept contemplated by the Baptist Church for some time, essentially, since he had been in Leesburg, and part of the closure is that the city does not pay for one single improvement. Whatever the

Baptist Church does, it will have more of a campus feel, and that is important for traffic control and safety for the kids crossing back and forth at their facility. They have some pretty grandiose ideas about what they want to do there and, from an aesthetic standpoint, a traffic standpoint, and a financial standpoint, it makes sense for the city. The hardest part will be the closure and the people that live there. They will be affected on Line Street. **Commissioner Berry** asked if there was a church on the corner of Center Street and 13th Street. **CM Minner** said there would be a synagogue and the Baptist Church is looking to buy it, has bought it, or they are under contract. With all that going down, that is the shift around and once we have the special events division, The Center for the Arts and Melon Patch in the Tropic, they can slash the old partnership property. They could then reconfigure that property for potential parking. **Commissioner Pederson** said that was his priority for the downtown. He supported the Tropic purchase as a function for getting parking fixed. He could put Market Street on hold, in order to address parking because that is more important. He would rather see a single level of brick pavers in the short term. It does not have to be this year, it could be next year, but he would like the sidewalks repaired and dumpster stations just so they could get this rolled out. **CM Minner** said if we choose to do the Susan Street project at the level proposed, they do have a financial choice about how to do that. The easiest choice would be to use U.S. Highway 441/27 CRA funds, and they will talk about the consequences in a minute. If they say no, keep the conservative route. They would have to choose between Susan Street and the downtown for the next couple of years. If they choose that path, that financial block is 1.3 million dollars. They could put together and do Market Street, or they could put together and do parking. That is what they can do if they have another project in the downtown that was not mentioned tonight. They can string together about 1.3 million dollars for FY 25 to do something. **Commissioner Pederson** wanted clarification because earlier it was said that we used $750,000 out of the million dollars for the downtown grant program, and we have $250,000 left. He would be willing to reallocate that money towards parking. **CM Minner** said the answer if they wanted to increase this he would regurgitate this and give it back to them. If they wanted to increase this to 1.3 million dollars by closing out the historic downtown business grant, there would be $250,000 still sitting there. However, before they throw out the downtown historical grants, remember there were three funds involved; the general, electric, and gas funds. It would have to be split three ways because a third would have to go to the general, electric and gas funds before they could spend it somewhere else. You might want to take the residual $300,000 plus the John L. Johnson money, and then they could step that up to 1.5 million pretty easily. Then they may want to split the 1.5 million dollars two ways, but before we get crazy, the next step would be to approve this budget. He would then come back to say they need to use GAI to do some design to give us some estimates and firm up these budget numbers. **Commissioner Connell** asked if he wanted to put 1.3 million dollars towards parking downtown. **CM Minner** replied yes. **Commissioner Connell** wanted to know how many parking spots that money would get. **A gentleman from the audience** said there would be 369 parking spots from 1st Street to 9th Street. **CM Minner** said he could provide the report that was done back in December, but part of the parking concept was to go back and make Main Street and the numbered side streets correct. They were to lose about twenty non-conforming parking spaces, which is significant. They would then reestablish those spaces somewhere else. **Commissioner Connell** asked if we would know the actual amount before spending any of that money. **CM Minner** said they would still need to spend a little of it. **Commissioner Connell** wanted to know how much a little bit was. **CM Minner** replied it would be somewhere between fifty and one hundred thousand dollars. **Mayor Burry** added it was GAI who brought that plan to us. **CM Minner** said the perimeters for the downtown parking were about five hundred linear feet and the partnership parking lot was identified for a central spot for additional parking. At the end of the day, if they do not think parking is important, that is not a city manager's project. This was him hearing the collective direction of the commission. He could put together 1.5 million dollars if they told him where to spend it. **Commissioner Pederson** said we did that with the master downtown redevelopment plan. Parking was the number one issue based on the residents and citizens who came out and ranked the priorities. We set aside ARP money, but that has been slowly siphoned off. He would like to see the parking because parking is important. He has been working in the downtown for twenty plus years and people continue to complain about parking. He could put Market Street aside with the hope they could drive down the cost of Susan Street. **CM Minner** asked that they remember the budget numbers, but hopefully, we are under and never over. To jump back to the parking question, that would be the Greater Leesburg CRA or Downtown Leesburg CRA.

<u>Carver Heights/Montclair Area CRA</u>:
Shifting gears to the Carver Heights CRA, this has about 1 million dollars in the TIFF increment, but there are multiple parts for where we spend it. First, is personnel for the housing and redevelopment manager. There are operating expenses that include the debt service for the resource center. The amount left is what he have to spend on capital projects, and we have a considerable amount of $673,000 from this fiscal year. If they married that with the $418,000 that we have not spent, there is almost 1.1 million dollars of capital project money in the Carver Heights CRA that can be spent. So, where do they spend it? The immediate item is the home grant program. He would skip all the details on that, but the home grant program has been a success and towards the end of the year, that money will be spent. There are homes under construction now for renovation. We funded twelve homes at varying levels up to $25,000, so we spent about $292,000 of the $300,000 budget. If they double that number, they could renovate twenty-four homes with an allocation of $600,000. Immediately in the hopper we have another twelve or so houses. We would be able to fund what we were not able to do this year and then some. Another concept would be the privacy wall or whatever else they may want to do in the CRA. **Mayor Burry** asked about the privacy wall and if it would run along the trail? Is that where the wall should be or are we talking about the trail that runs along Berry Park? **Commissioner Berry** said it would be behind Big Lots. **Mayor Burry** mentioned there was a trail going this way and another trail going that way. **CM Minner** said the concept of the wall was to try to keep unwanted activities from entering into Carver Heights through Berry Park from US 27. In the Susan Street concept, they included a fence that goes around the Susan Street Park, but that is a coded chain link fence. At this time, we know chain link fences do not keep people in or out. So, Commissioner Berry came in a couple of months ago with the concept of putting up a privacy wall along the north/south trail that runs from Red Raider Road and stops down Griffin Road. It takes a left at the gym between the gym and Carver Middle School, which is Red Raider Road. It then stops about five hundred feet south of Griffin Road where the trail picks up. The trail picks up from the end of Red Raider Road and goes adjacent to Birchwood, Susan Street Park and the Bennett Walling property. It then hits the trail. The concept would be to build a ten-foot privacy wall where Red Raider Road ends at the east/west trail. There are two options they are looking into; one is a block wall option. It would be cinder block and stucco. It would be what we see along the freeway and Turnpike. **Commissioner Reisman** asked if that could be done for half a million dollars. **CM Minner** replied no. It would be more along the line of one million dollars. **Commissioner Reisman** asked about the new laws being passed regarding homelessness. Will our police have more authority about those issues? **Deputy City Manager (DCM) Hicks** explained that the new laws just hold local government accountable for the situation, but it did not change. It was not a law enforcement bill. It was so cities and counties could not ignore the problem, they would have to do something about it. The police have to use existing trespassing and stuff like that. **Commissioner Berry** said the concept of the privacy wall was to address issues they are having with security and policing in the Carver Heights area where people escape the police by running. They come straight from the Big Lot Shopping Plaza directly over to Berry Park and then out to Thomas Street. Also, with the Susan Street project coming on board and noise control from the games and sporting events, a sound barrier wall would be needed for the hours of operations to help the residents who live in that area. She asked for a two-in-one, because this had been a request for some time in the Carver Heights area. As far as policing, this would help eliminate the cut-through/run-through because they are having issues with security. The homeless issue has been a growing issue everywhere, not just in the Berry Park location or the Carver Heights area. They are finding shopping carts in the area of Big Lots and Palm Plaza. People who walk through that area leave them along with trash between

McCormack Street and the cut through. People do not use the trail at all. They just walk through the reservoir and cut across to Carver Heights. Her request and concern was for safety and security, to help eliminate some of the issues they are experiencing with trash in the Berry Park area. **Commissioner Pederson** said he was not sure what a wall could do for them. All they would do is jog fifty yards to the right to go around it. **Commissioner Berry** remarked they should be on the trail and that was her goal. They are not utilizing the trail, they are cutting through neighborhoods and the reservoir. They are walking through the residential areas to get to the park. **Mayor Burry** asked about the retention pond/little lake or whatever it is that borders Carver Heights, is that the main area where they are crossing? He thought when they were talking about homelessness problems in Berry Park, it was the trail along Berry Park heading east/west. **DCM Hicks** answered there are homeless challenges along the entire trail network and through discussions with Commissioner Berry, they are trying to alleviate and prevent them from walking straight into the residential neighborhood. If they had a wall along that trail, they would have to go around it to Montclair Road or head up Griffin Road. That way they would have to be on a main roadway. **CM Minner** said that was a new concept, and they did not need to make a decision about that this evening. However, there is about one million dollars available for various projects in Carver Heights. **Commissioner Berry** wanted to talk about the home improvement grants because they include twenty-four homes in the block of the Carver Height CRA. She would also like to go back to the Greater Leesburg CRA to see if there was anything they could fund on the east side, as far as home improvements in that area. **CM Minner** explained if they wanted to expand the home Improvement grant program to the Greater Leesburg CRA, on the east side, they could because that is where most of the homes are. However, they would have to look at the numbers again. There are two options; they could target the Greater Leesburg CRA for the home grants or the general fund, but he could flat out say there was no money for it in the general fund. **Commissioner Pederson** stated if they were going to spend CRA money, it needs to be spent throughout the entire CRA versus one half of the CRA. Plus, with the money that goes to the Leesburg CDC, he thought that did exactly what we are talking about. **Mayor Burry** wanted to go back to the question of a wall. Since we are already improving the Susan Street complex. Are we saying that Susan Street will not have a fence around it? **CM Minner** said Susan Street was on the plan with Halff now. There is a fence that encloses it all the way around with a gate that will open and shut. That fence was specked out to be a chain link fence with a vinyl covering in the area where the privacy wall would be. So, instead of it being a chain link fence, there would be a wall. **Mayor Burry** asked if it would connect to the block. **CM Minner** answered that the wall would be a dividing line between the Carver Heights CRA and U.S. Highway 441/27 CRA. **Commissioner Berry** wanted to know why the fence could not be made of blocks using U.S. Highway 441/27 CRA funds. **CM Minner** said they could split it, but there are a couple of commissioners that may argue that. However, if they split, it could be doable. **Commissioner Pederson** asked, looking at the map, was the wall on the east or west side of the Susan Street Complex? **CM Minner** replied the west side. **Mayor Burry** wanted to know if it would be right along the trail. **Commissioner Connell** stated when this comes back up, it would be nice to have an aerial map that shows what we are talking about. **CM Minner** said he would bring that back when they do the budget recap next Thursday. **Mayor Burry** asked if the Susan Street project would extend south behind Sam's Seafood, to the trail? If so, would everything behind Palm Plaza require additional fencing to the trail? **Commissioner Berry** suggested that they not take the wall all the way down. They could just concentrate on the areas where most of the traffic comes through. That may also help with the pricing. **CM Minner** explained that the wall would be about three quarters of a mile long. If it were made out of block it would be under one million dollars, but remember the budget numbers. If they like the concept, they could tighten up the numbers. For example, if they went with block and doubled up on the home grants, they would probably have enough money to build the wall. If they build a wall like the Turnpike, they will not do it all this year, and they may not have any more home grant money. The choices are at the commission level and if they do not like any of the options, they could go back to the drawing board collectively. **Commissioner Pederson** asked if they had received feedback from any Carver Heights residents and what would be more important, the wall or home grants? **CM Minner** said this was a pretty big endeavor, so they may need to have a CRA meeting. It seems the CRA boards are a little more active these days, so this could be something they want to schedule a meeting for in the latter part of July or the first part of August. **Commissioner Berry** commented that this issue was nothing new as far as the CRA was concerned, because the residents have been concerned about it for over a year. She asked, and the response was that the concern had gotten worse. She could only speak about the complaints she had received from residents. She resides in that area, so she could also speak about it because she had seen it. When you think about a wall, we all know where we go with that thought process. She was not trying to make a division, she just wanted to make security issues a concern. **Mayor Burry** said this was mainly a westward walking trail that runs behind Big Lots. It would basically go right through the Susan Street Complex. **CM Minner** agreed. **Commissioner Pederson** said he was not convinced about the wall because they would just go around it. Plus, we do not need to lose sight of what the concept is for a CRA. Building a wall does not create value in the CRA, whereas home improvement grants and building homes do create value. **Commissioner Berry** agreed. She said the goal was not to stop people from walking or going wherever they would just be forced to use the walking path. It would stop them from going through the neighborhood and residential properties. That was the goal she was asking for. She asked the deputy city manager to assist in explaining the number of people who had run back there when they were trying to get away because they knew it was a cut through. **DCM Hicks** stated there would be a lot of antidotal information because they did not have statistics on that. There have been discussions and if the police chief was here, he would speak about that. It is a situation of whether the wall concept would be effective or not, and he did not have an opinion on that. However, he could back up what Commissioner Berry said as far as traffic coming off US 27. If there was an armed robbery in the area of Big Lots, a point of egress for that suspect would be due westward to Berry Park. They would have to walk around the wall, and it forces them to use the trail. People just abandon their stuff throughout the neighborhoods, which leads to further blight. If someone wanted to steal, they would be forced to go three-quarters of a mile to get around the wall. It would force them to think about it, since it would be more of a challenge. **Commissioner Pederson** thanked him for his comments. **CM Minner** said at the next meeting staff will bring some pictures of what the block wall would look like versus a highway wall. **Mayor Burry** commented that he was sensitive to it appearing like they were walling off a community from a business district on US 27. **Commissioner Berry** asked them to understand, because it was not just homeless people using that area as a shortcut. They cut through residential property, and leave garbage along the way. She did not want to sound like she was trying to build a wall to close off a portion of the community, but the problem was increasing. It happens day and night. **CM Minner** stated they would revisit this on Thursday.

<u>Highway 441/27CRA</u>:
Moving to U.S. Highway 441/27 CRA, **CM Minner** said he would recommend a significant shift in the policy. The U.S. Highway 441/27 CRA is sitting on 4.5 million dollars, and it brings in about 3 million dollars a year. The U.S. Highway 441/27 CRA is our fastest growing CRA, and it is the most financially secure CRA that we have. It is that way, because we re-calibrated the increment back in 2014/2015. It was probably one of the most significant things that we have done in the past ten years. For ten years he had been telling them not to spend a single penny of this money, but last year he started changing his tune. Our strategy has been to bank every bit of the CRA money. In 2016, we refinanced the 2010 bond, and he wanted to revisit that quickly. In 2010, we created the U.S. Highway 441/27 CRA with the intent of improving the two corridors. We signed off on a 15 million dollar bond, and we received a balloon note to pay for a bunch of different improvements. The day that we signed the bond note, the economy crashed, and the increment was negative and the CRA was generating zero. Our whole projection back then was wrong. The bond was backed up by the faith and credit of the general fund because if they did not have money to pay for that bond they would need to use general fund revenues to pay for it. We also had some gas money back then, so we backed up the first few payments using gas money. Mind you, it was a balloon note, so it was relatively small. We started squirreling away money and we re-calibrated

the CRA. The first few debt payments lowered the note so the CRA was able to cover itself. Now, over the last four years, we have started seeing significant growth. We have now banked 4.5 million dollars, and we bring in about 3 million dollars annually. The note that we refinanced was a 15 million dollar note. He believed they refinanced it for 11.5 million dollars and the balance is 9 million dollars. If they continue with the policy they have been using over the past 10 years, they will have enough money in the bank in 2027 to pay off that note. They are now generating about 3 million dollars a year and the only obligation in this fund is the debt. If there was another significant crash, he did not think the increment would go down by 66%. He thought it was safe to say that because of the fruition of the amortization schedule, they would have one million dollars in the CRA even if something catastrophic happened. With that thought in mind, they now have significant money in the CRA to spend on various projects. They are sitting on 4.5 million dollars and there are a couple of different things they could use it on. However, he does not think they need to use it at the level of $3,420,000 for Susan Street because it would start affecting downtown money. They do not necessarily have to use one million dollars for the U.S. Highway 27 sign program or one million dollars for any other program. They have time to think about where they want to spend it. However, the South Leesburg commercial study should be another priority project because this CRA goes down that far, and it would accomplish one of Commissioner Connell's goals. The simple statement is do they want to change priorities and start spending this money or continue to save it? Another thing they may want to consider is the U.S. Highway 441 widening project. He was not saying that should take priority over Susan Street, but it is something on the books. That project is estimated at 7 million dollars, but this was a fund that they could look at for funds. They could even leverage money by doing a small debt issue in the future. Remember even if they decide to go with this program and spend it on Susan Street or to beautify other areas, they will have 2 million dollars per year for the foreseeable future to spend on other projects. A third option would be to do this or to do that and then start saving again, because in 2026 they would have 2 million dollars to bank, so there is 3 million dollars there to spend per year with a 1 million dollar obligation. Over the past several years, the CRA has shown growth, and he was comfortable saying that last year he started stepping that way and this year he was saying they have the money to spend. **Mayor Burry** said that was reasonable on the bond. **CM Minner** agreed. He thought it was pretty low at 2.5%. He believed they were in a good position now and, with these special revenues, they could knock out a couple of big birds in this budget. They could do it pretty fiscally sound with grants, the American Recovery Act money, and with the incremental revenue. It would make a big improvement to Susan Street, and it would leave 1 million dollars in the Carver Heights CRA. They could make some big improvements by leveraging DST money to go to the downtown.

<u>Discretionary Sales Tax & Capital Projects</u>:
With the Discretionary Sales Tax, **CM Minner** said in discretionary sales tax, they have 3.6 million dollars and there are credit card type items where we transfer money to the general fund to pay for cop cars, fire department leases and other items. Those are up a little bit to reflect the new officers coming in, and then we pay some other money to the fleet lease. The first three items are credit card payments, which they have to pay. That leaves 1.5 million dollars and that is what he was looking to split for the downtown. Basically, the CIP focuses on the downtown and DST money focuses on Susan Street using U.S. Highway 441/27 CRA funds. There have been some discussions, but he believes this would marry all their goals because they have financial blocks of money to shift. **Commissioner Connell** asked if funding for the downtown parking would come back to the commission for approval before spending any money? **CM Minner** answered that everything has been added to the budget, as far as CIPs. There was an allocation to go to the design-bid-build process so it would come back to the commission for approval because everything we talked about was above his spending level. They will see bids for Susan Street and the wall. They will approve the grant contracts for the home projects just like they did this year. Almost 90% of the stuff they talked about, as far as capital projects, will come back for approval. **Commissioner Pederson** stated about the wall if the Carver Heights community wants it and if it is important to them,

he would support it, but it would have to be paid for through the Carver Heights CRA. The residents of Carver Heights need to decide where they want to spend this money. Is it going to be home improvement projects, or a wall? He would like to get that flushed out because he does not want to pay for the wall out of the U.S. Highway 441/27 CRA. **Commissioner Berry** asked why not, since it was adjacent to the Susan Street project. **CM Minner** stated they needed to carve some stuff out to make sure the map shows the back side of Susan Street as the border. **Mayor Burry** asked if he was referring to the trail being the backside? **CM Minner** responded it would be the property based on the property ID numbers and certain property lines. It will have to be a parcel on the right of way, which he calls the red trail. It would be a long, skinny parcel. Susan Street will have four different parcels, and the long skinny line meets the four different parcels. That is where the divisions of the CRA's are. Technically, if they were on the west side of the park, that property line is Carver Heights. It is not the U.S. Highway 441/27 CRA. So, flat out, he would not spend the U.S. Highway 441/27 CRA money on the wall. **Commissioner Berry** wanted to know why. **CM Minner** pointed out that they were the body for U.S. Highway 441/27 CRA so they needed to have that discussion. **Commissioner Berry** said it was part of the project, and it should be funded. The Susan Street project is a goal everyone wants, and she thinks it is important for the residents so they do not have to listen to sports sounds constantly. Just as they do for the highways, it would be the same setup. **Commissioner Connell** pointed out that there have been recreational activities down there already. **Commissioner Berry** replied it would be nothing to the capacity they are expecting with this new project. Currently, there are Little League games and tennis. **Commissioner Connell** agreed but sports activities have been going on there for decades. **Commissioner Pederson** mentioned in years past, Carver Heights residents begged for this complex, so he was now confused. **Commissioner Berry** said no one was saying not to have the complex, she was asking for security. **Commissioner Connell** pointed out that the project is already over 5 million dollars, and now she wants another million dollars to put a fence around it. It would be a stretch to tie that in with Susan Street. **Commissioner Berry** wanted to know how many times that fence has been replaced. **CM Minner** responded that it has been countless. Right now, it is not closed, so they go through the park and bust open the fence through the trail in the area where they want the wall. It could make a difference to have a totally encompassed complex because right now they are busting in at the gate behind Big Lots, and they walk through the complex and bust through the fence again. The fence is not much of a discouragement. The commission definitively needs to discuss the wall, but he does not think they should use U.S. Highway 441/27 money for the wall. **Commissioner Pederson** agreed. If it is important enough to the Carver Heights residents to have the wall, then they need to decide if it is important enough to be funded through the Carver Heights CRA. That would have to be a decision they make because it will take money away from the home grants. **CM Minner** added that they have a couple of new concepts here and not to push, but they need to digest this a little more, so they will start Thursday night by revisiting this and he would bring some pictures.

<u>Gas Tax</u>:
Continuing, with the local option gas tax, we bring in one million dollars of local option gas tax. That is our share based on the county's formula. Hopefully that goes up, but remember it is based on a formula that the county approves for street miles and population. They revisit this every few years, and we have about forty miles of new roads with The Villages coming in. While other cities are getting new roads, this does give us some more money. One million dollars is probably the number, and we might see that dink up a little bit more in the future. So where do we spend it? We will transfer $765,000 of it to cover general expenses; fixing potholes and street lighting, but remember the big expense in the public works department is paying for all the streetlights. They can use the local option gas tax to pay for that, but they have been doing that for the last several years. They have not used any of the gas tax money for a resurfacing program, but this year they are saying uncle, because they need to bleed about $322,500 off this to do road resurfacing, sidewalks, and some traffic signalization rehabilitation. In all honesty, they projected last week to be $250,000 in the hole, but it will be recalibrated July 1st. He recommended that they sit on that number as long as they can, at least until September. At the end of the day, if we need a

couple of extra bucks to make everything work, this is where he would look, because some of the street expenses in the general fund qualify for the local option gas tax. With street resurfacing, he would have to dust off some charts in areas where they identified roads that need to be built or resurfaced. He would present that report to them before they spend money on resurfacing. That contract would come back for approval. **Commissioner Reisman** wanted to know what $172,000 in road surfacing gets us. **CM Minner** replied probably five to eight. **Commissioner Berry** asked how they determined that. Is it based on an evaluation of the road or is it the most used? **CM Minner** answered a little of both.

Building Permits:
CM Minner stated building permits were coming along. Back in 2020, they cut the fees on all rates. We said 100%, and we still made money on the permits. So, we said let's cut it to 75%, and we are now at 50%. If they go back to rates from the 2018-2019 time frame, they would be at 100% full rate. Since 2020, we have cut rates, and the surplus in the building fund did not go away until we went to 50%. We are now seeing it go away. The surplus requirement from the state allows for one million dollars. We can keep this much money, but the formula equals about one million dollars. The states are leaner and less restrictive than the Government Finance Officers Association (GFOA), which is ninety days. However, he would say they need to meet in the middle, somewhere around half a million dollars, to be safe. When they did the graphs and charts, they started wanting to cut rates, but we think we can get through FY 26. Referring to a chart, he said the red line was above the requirement line, and they had about 1.7 million dollars in personnel expenses. At the end of the day, we see us using $700,000 of the remaining dollars, so all things will be equal. That means by the end of this fiscal year, our green bar will be with the red bar, which means we will need to increase fees. A fee increase will be imminent, and we will need to look at a fee increase due to how busy we are and that will give us some step back from the transition of The Village's growth to PUD growth. The report last month showed fifteen single family units issued, so we are getting back to slower times. Although the building official would argue because there is a bunch of other stuff including mechanical, AC, and roof replacements. He measures activity based on a single family home, but there is a lot more activity than that. He recommended staying on the course and this would be a fund that they revisit on a quarterly basis. They need to look at personnel for how to institute a fee increase. They need to maintain a reasonable reserve level without overcharging or creating a huge reserve in the building department. We do not want contractors yelling at us saying they want the lowest possible building fees. We have accomplished that over the last six fiscal years. **Mayor Burry** asked if staff had any data on what the permit fees were in other municipalities. **CM Minner** responded that he would bring that back at another time. He would say right now we are the lowest, but he will get some comparison data halfway through FY 25 and at that time we will look at an increase. **Mayor Burry** inquired if they were budgeting for increases now. **CM Minner** replied no. He wanted to stay the course because the other side of the equation is if some of these PUDs take off, we will have buildings, and we will have fees coming in. It all depends on the 40,000 PUDs on the books and, without counting The Villages, we are hanging around 30 units a month, which is 3% to 4% growth. If we hang out at that number, we will need a fee increase, but if the non-village stuff picks up, then we might be at a point where the existing staff can cover it and unexpected revenue will come in. **Commissioner Berry** wondered, by watching it quarterly, would they be able to see what the trend was. **CM Minner** said yes, this would be put into a tickler file. It will be on the budget director's desk. She would come in and yell at him because the building official already said they needed to increase the rates, and he told her no, not yet.

Housing Assistance:
Moving to the housing assistance program, **CM Minner** said this fund was pretty simple. It covers property that we own and manage. There are three houses that we own. There is one on Woodland Street, another on Talladega, and the one we just purchased next to the Resource Center. We also have the Mispah Simmons Apartments. The houses have contracts which include a sale at the end of the term. The

Mispah Simmons Apartments are rentals, and we brought in about $162,000. This is spent on personnel and operating expenses so they can keep everything in tip-top shape. The house on Woodland Street was in desperate need of repairs, and the expenses were within his spending authority. He believed the roof and AC needed repairs, along with a sewer line issue. He issued the go ahead to fix those. However, in exchange for fixing those, he was going to come back to the commission with a recommendation to end the contract early and transfer the ownership to the new owner. Right now, he believes there are three years left on that lease. It would be a quid pro quo for everybody, and they would see that come before them. **Commissioner Berry** wanted to know if that house had many issues that needed to be addressed before it was transferred to the new owners? They are already addressing blighted homes in that area, and she wanted to make sure that this one did not end up on the list for home improvements. **CM Minner** said it should not and that was not something they would want to happen. The lease is contractual, and it says we will fix it. The Woodland resident came to us and said we needed to fix it, so staff double-checked the lease and the resident was correct. We have not heard complaints about any other houses, but before we lease the one on the red road there are improvements that need to be done. **Commissioner Reisman** asked if they could sell the assets to an investor to get them off the books. **CM Minner** answered yes; they could, but his knee-jerk reaction to that was no, since the two leases have a buyback provision that gives them the first right of refusal at the end of the lease. If they refuse, and do not want to lease it again or buy it, then we could, but each house has an existing contract, that includes a rent to own option and a portion of the rent is banked into the down payment on the purchase. **Commissioner Pederson** asked if this was a subcategory of the CRA or was this out of the general fund? **BM McDaniel** said it had a separate fund.

<u>Debt Services</u>:
Moving into Debt Service, **CM Minner** said this one would be super quick. This is where we transfer the monies from all the special revenue funds into the general fund, which is the debt service account. We then use it to pay credit card bills. It is an accounting fund because that is how the statute says we have to do it.

<u>ENTERPRISE FUNDS</u>

<u>Electric</u>:
Starting with electric, **CM Minner** said he would flat out say the electric fund is stressed for a lot of different reasons. First, we have been extremely aggressive with CIPs. In FY 2018, we did 5.9 million dollars in CIPs. In FY 2019 it was 7 million dollars, FY 2020 was 7.9 million dollars, FY 2021 was 12 million dollars, FY 2022 was 10 million dollars, and 2023 was 7 million dollars. Then, in 2024, we have 3 million dollars in CIPs. Those different feeder projects were different growth projects, and four of them were transformer projects. We have been extremely proactive in improving and fixing the system. That expense pattern took a big hit on the budget. The two big things were aggressive CIPs and growth for CIPs. Growth for a CIP is when a subdivision comes and we have to extend. A prime example of bad growth for a CIP was the Venetian Isles. We spent one million dollars to spin one meter, and they approved the extension of that bond. Those are the types of projects they need to avoid in the future, which comes back to the contribution in aid agreements. Moving forward to manage this better, they will bring all major aid-in contribution agreements to the commission. To delineate, there is a difference because there is a subdivision, Arbor Park, in Fruitland Park that is on the electric director's desk. He is putting together an aid-in contribution. The Fruitland Park subdivision is south of Euclid and west of Thomas. The entrance from Leesburg will be on Martin Luther King Boulevard. That will be a major subdivision. In the first phase, there will be 166 homes in the upwards of a one million dollar ballpark for the deal. That one will be forthcoming in the form of a pioneering agreement. It will just be the gas agreements that we do. He is currently working with the city attorney on the backside to modify that chapter of the city code, so everything is consistent. Off the top of his head, one issue was with Chick-fil-

A, where it needed a 78 kV transformer which cost $70,000 and the return on investment (ROI) would be about two years because they sell a lot of chicken sandwiches. He would sign off on that because that one is within his spending authority. Another example is Sign Crafters, because they are building a new facility that would have the same type of issue. They have a ROI of four years, so we did a deal with them, but it was under $100,000, so it was not a major issue. We do not want to slow down all the little one-site commercials. **Commissioner Reisman** asked if he was doing ROI on transformers since they had to pay $80,000 up front to get their transformer on the books. **CM Minner** replied he did not know the details of Firehawk, so that would be a sidebar. He heard all sorts of rumors about how we did it one way and how we have done it another. The purpose here would be to be consistent. **Commissioner Berry** wanted to know where the Sign Crafters location was. **Commissioner Pederson** said it was off Greenleaf Lane. **CM Minner** pointed out that the purpose here was to be consistent. However, the stresses on the electric fund are aggressive CIPs, force growth, aid-in contributions, inflation on all levels, personnel, transformers, wire, and poles. Another little leak we have had is the formulaic approach to how we come up with what we think the wholesale purchase power costs are going to be. We have been loosey-goosey on that. We have taken a percentage, and it has worked out for the most part. However, we have gotten stressed in other spots, so that has put a hole in the bucket. We changed that approach this year to be tighter, and one statement he made to the electric advisory board was that with the amount of growth we have had on the system, it has not outgrown the cloud. Now, what does that mean? With as much growth as we have had in the system, if a big giant cloud comes on July 23rd that blocks the sun at 2 p.m. and everybody turns down their AC, that shadow and the offset of it not being so hot could put a blip in our purchasing power. It could knock down our demand, and save $200,000 on a five million dollar bill. So, we need to get tighter on that number. The transfer to the general fund is a humongous issue, and he cannot underscore that enough. This year we are reducing the electric fund transfer from 3.2 million dollars to 1.6 million dollars. It will be forced upon us by the state legislature and the electric fund cannot afford it. One way not to raise taxes, if we were to bring in a bunch of new officers, is to transfer 3.2 million dollars, but he would not recommend increasing the transfer by one Delta, because it is at 1.6 million and the electric fund does not have that this year. That 1.6 million represents the 6% franchise fee that was talked about on Tuesday; and the transfer needs to stay at 6% for unincorporated sales. The electric to general fund transfer needs to stay down. **Commissioner Pederson** asked for clarification on the 6%. Was that 3.2 million dollars? **CM Minner** replied that 6% is the franchise fee for unincorporated electric sales, and that equals 1.6 million dollars. It would be a 6% franchise fee if we were a non-electric city, and it actually equals about a 2.8% transfer. That transfer has got to get down. With The Villages growth and the police department's growth, that is the lion's share of where we are spending The Villages money. That is significant, and we want that to be transparent. This budget recommends increasing public safety and reducing the electric fund transfer to the general fund. If somebody walked up on the street and asked where we spent all the Village's money, the easy answer would be public safety and reducing the transfer. It cannot get any more transparent than that. Operational savings is another place where we will find some money to help the stressors on the electric fund. Essentially, we have two big contracts that we spend a lot of money on, and they are in the million-dollar ballpark. One is tree trimming with Lewis Tree Trimming, so instead of having Lewis Tree Trimming trim the trees, we would have our linemen trim the trees. Another one is the undergrounding contract with Team Fishel. A few years ago, when we started The Village's expansion, it was economical and quick, because we needed to get that service done. So, we started relying on Team Fishel more and more. That is another area where we need to cut back. The electric budget reflects reducing those expenses.

Mayor Burry said there were potential issues with Duke, and he wondered if Duke was paying us. **CM Minner** said that was a general fund issue, and they were still working it out with Duke. On the general fund side of the house, where the city is a non-municipal electric utility, if they were to draw a line from the middle of Lake Denham going east and west from about CR 33 and US 27, everything south of that intersection is Duke. Recently, Commissioner Connell asked for a growth map, and we have about

40,000 houses in PUDs. Those are single-family or multi-units and thirty-three of the forty thousand homes are below that line. All of these houses, when developed, will be a city that looks like a non-municipal electric utility. We have franchise agreements with Duke and SECO, and the lion's share of our franchise fee is 6% on Duke sales in The Village's. However, Duke has not been paying the franchise fee for the new Villages' houses. Duke has been notified of that, and we are now in the process of saying, Duke, you owe us money. He was still skeptical about how responsive Duke would be about returning this. In the FY 25 budget, we anticipate receiving franchise fees from Duke, which is in the neighborhood of half a million dollars. It does not break the house to move forward, but half a million dollars in general fund money is a big number and that formula is made on Duke's per thousand sale of $165, times 6%, times 12, times 3,200. That 3,200 is the number of Villages units, so we have identified 5,000 units throughout Leesburg, most of which are in the south, some are off the Radio Road and Poe Road corridor. Those are spinning on Duke's meters, and we are questioning whether those are in there. We say they owe us money for 5,000 houses and Duke says we only have 762, so there is a Delta they are still working on. **Commissioner Berry** asked if they could go back to the savings on the contracts. **CM Minner** answered it was with tree trimming. We used a contract with Lewis Tree Trimming, but we will start using our linemen. Then with undergrounding, where we ran the conduit for wire underground, we used Team Fishel a lot for that due to The Villages, but we now need to weave out of that as much as possible. We are going to have some issues there because in certain areas we are going to need the expertise of Team Fishel and in other areas we will be able to go it alone where we can put that in ourselves, since it is wide open, and we are not burrowing. Those are the stressors. One stressor that he wanted to come back to was wholesale electric. Basically, we are getting tighter and incorporating the finance director's bulk power cost adjustment chart, which has a lot of FMPA influence and projection, it is pretty on par. The FMPA has a credit and the finance director used their charts, and it came out pretty darn close. We have been seeing that since we had to go up and down. He made the decision and said we needed to use the FMPA projection numbers more in our power cost supply. Long story short, we anticipate 525 million kilowatt sales, so that number is 0.8196 cents. In power supply talks, that is $80 a megawatt. We buy it for eighty-two cents a kilowatt or $80 a megawatt, we then turn around and on average we sell it for thirteen point five cents, but that will vary based on how much we buy. Referring to a chart, he said if we were going to buy 525 million kilowatts, we would buy it at $80. We will then sell it at thirteen cents, so we will generate 71.4 million dollars in revenue. Looking back at growth numbers, last year we had 511 million kilowatts and the year before we had 518 million kilowatts. There was one year when we had 529 million kilowatts, so some of the numbers were based on the percentages of cost of power to revenue. He was not comfortable using that percentage and wanted to drill down on it a little more, since it actually puts more stress on the electric fund. The more we buy it for, the less we have to spend, and this fashion does that. When it says 60%, that means we have 40% to spend on other stuff and our number this year was 62.5, so that means we have 37.5% to spend. In electric money, 2.5% is a lot of money. So, let’s talk about cash. They have seen this, so it should not be a crazy number, but we have done it two different ways. We have shown a cash grid with a bulk power cost adjustment cash and one without. The chart without the BPCA shows us sitting at 7.5 million dollars and the chart with the BPCA shows us at 10 million dollars because three of that is the power costs money. Remember the three million of power cost money is an earmarked revenue so he would say they met the GFOA. That is what we want to show when the bond rating people come in. We want to say we are meeting our GFOA requirements. Long story short, with electric transfer numbers they will see a big dink because we are taking a big bite out of the transfer and a rate increase in the electric fund is inevitable. The investor-owned utilities are going back to the Public Service Commission asking for more money and the Public Service Commission has not approved that. With all the stressors we feel, they feel it too, but on an even bigger level. A rate increase in the electric fund is inevitable. It might even be something we want to come back to this year to say we need the money. He does not want to do it at the beginning of the year, because if everything is right and all projections are right, we will grow by the depreciation number, which is 3.3 million dollars. If everything is a vacuum, and we guessed right, this number (going back to the electric fund cash and reserve requirement slide) goes from 10 to 13, so he would say that is good. However, he would like to see that number sit around 15 for two reasons. It gives some breathing room for unexpected issues or storms, and it is good for the bond rating. It does not need to go back to where we used to sit on a lot of money, but it needs to be a bit above the 90-day requirement. **Commissioner Pederson** said it sure came in handy when natural gas costs went up threefold. **CM Minner** replied it did. Referring to a chart, we can see where we dipped into the pocket and where we came out, so it was a little alarming that the other stressors were adding to that. Remember we were hit by two things in the covid time period. First we were hit by crazy inflation, and then gas went up. So, while we have recovered, we have not recovered as much due to inflationary issues. At the end of the day, our rate is pretty competitive in our region, but a rate increase is inevitable. It will probably be in the neighborhood of 5 to 10%, and we may need to do that incrementally.

Moving into the next fiscal year, we will be watching it, and we will be watching the building department cash closer. He would not say to increase the rate yet, but it is inevitable. Now the breakdown, 16 million dollars, was a decrease in the purchase power cost. It is a big decrease because we are back to buying gas at about $352. It was hedged from other years and from where we spent it. He believes one year we ended up at 75 million dollars for months, and we were buying gas at $10-$15 dollars, so we have it hedged. The FMPA has done a great job getting it back to $80 per megawatt for us. There was a $170,000 increase in administration due to the increase in insurance costs. There was a $898,988 decrease in the other division which was mainly due to an increase in budgeted depreciation expenses and the reduction in the transfer to the general fund. There was a decrease of $364,800 in capital projects, but that does not include replacing the transformer. Breaking it down for the department, there are bonds and, for the whole department, it is 72 million dollars. It includes St. Lucie, purchase power, administration (the electric director and his team), jobbing, distribution, the smartgrid, others and capital projects. While on the smartgrid, remember this was the big number that was associated with GE. The electric director, IT director and their teams are undergoing a significant review of the GE contract, which is set to expire December 31, 2026. We are looking at ways to replace this and there may be an opportunity to get that number down a little bit. Back in the day, we read a meter for seventy-five cents, and we now read a meter for about four dollars per month. If we stayed and made a new contract at that amount we would be good, but we will have to hammer that down. He would report more frequently in the fall on that. Capital projects are set at 3.2 million dollars, and we have a three-legged stool for things that could be fixed, things we have to fix, and growth-related fixes. The only thing we need to fix right now is the new transformer for 1.2 million dollars at the North Substation located off Radio Road. That Substation serves Fruitland Park and The Village's. That transformer will probably get closer to 2 million dollars before it is all said and done, but it will take us a couple of years to get it online. That is why we are reserving this money and next year he will come back asking for another $800,000. The other $2 million dollars is stocking up for things that we need to be fixed due to storm-related, growth related, and our inventory. The inventory expense is not in there, but they are sitting on a pretty good inventory now. He felt comfortable that it would be $3.2 million dollars. The electric director was squealing like a pig in his office saying they need to raise rates, but with what we had spent, it was unsustainable, and we made significant system improvements. The system is not going to fall down, and we will keep the lights on. The electric director will say he wants this fixed and that fixed, but that is all proactive for the most part. He did cave on the transformer because there was a balancing act going on and, in full disclosure, they will hear significant differences in management styles from himself and the electric director. In full disclosure, if they were to grab the electric director after the meeting and ask what the city manager was doing, he would say I was killing him, because things need to be fixed. He has heard him, but the priorities are to keep the lights on, work safe, and keep the rates down. That is the differentiation between a general manager and a department head. **Commissioner Berry** wanted to verify that we were prepared for storms. **CM Minner** replied yes. **Commissioner Pederson** asked for clarification because earlier he mentioned a slight increase, but are we not ready to do that yet? **CM Minner** answered yes, and it would be 5 to 10%. **Commissioner Pederson** questioned an earlier chart. Going from 117 to 143, that is more like 20%. **CM Minner** clarified those were comparison rates. For example, if we go up 10%, that means we will go up roughly eleven dollars. We are now at 128, which puts us closer to SECO. Duke is at 156 and SECO is at 130. So, at 10%, we would hit the typical user for eleven dollars per month. The exact average user in the City of Leesburg is about 1,392 kilowatts and the comparator is one thousand. He believed the number was 35% for our residential customers who spend one thousand or less. So, 30% of our customer bills look like an average bill at 1,300 kilowatts, but it may be closer to 150. On average, at 10%, we would hit the average user for $120, and we would have an extra $6 million dollars. We do have the room to do that. He recommended keeping the lights on, working safely, and keeping rates down. If the numbers start sliding, he will be back. If we do not hit the marks that we need to hit and the numbers start going down or if we are hit by a storm, remember we are sitting on 10 million dollars of inventory at the warehouse. At one point, we had a hard time getting stuff, so we stocked up. He suggested that we keep the lights on and if cash starts to dribble off and inventory starts going down, the electric director will yell. At that point he will come back saying we need a rate increase, and we will do that in time so they can notify people. They would have a 60-90 day leeway in the neighborhood of 5 or 10%. They may want to do it in incremental steps, but he would watch that. He did not think it would be this year, and he was very particular about keeping the same millage rate, which was a tax increase. He did not want to hit folks with a tax and electric increase in the same year. Other utilities are going up the standard CPI except for electric, which we have done consistently. We do not want to hit people with a number of different increases. **Mayor Burry** asked if Mount Dora did because it was a significant difference. **CM Minner** answered there are forty-eight municipal electric utilities and thirteen of those forty-eight municipal electric utilities are in the all-requirements project. There are a handful of cities that are free floating, they have short-term contracts, and Mount Dora is one of them. They buy lower energy on the spot versus us. He refers to us as being in the Hotel California, with the all-requirements project. The difference between a long-term contract and a conglomerate contract, like the all-requirements project, is that we share the ups and downs with thirteen other communities, we do not see higher increases, and we do not feel lower increases. The market is in a spot where capacity has been on sale to cities like Mount Dora, New Smyrna Beach, Bartow, Winter Park, and Ready Creek Disney. They have been able to get through capacities and get their numbers down so they look good now, but as capacities go away, they will need to seek long-term contracts, which we have been doing. Then their numbers will look more like ours, or go above ours. Here locally, those cities got lucky in the market. They were on a short-term contract and there was capacity. Part of the reason some of our rates have come down on the all-requirements project was because we sold some of our capacity to those cities. That actually brought us down from eighty-five dollars to eighty dollars. We have contracts with Bartow and New Smyrna for some of our ARP capacity and when that ends, they will not have cheap power anymore. It is just a matter of time. He would still advocate that the all-requirements project is the place we need to be. It is not going to be advantageous for us to get out of it. It would most likely cost us money. Even decreasing the electric transfer, there would not be any circumstances to sell the utility, because the benefit from the utility is that we control the rates, we fix the system, and we do it better than Duke or SECO.

<u>Gas</u>:
Moving on to gas, **CM Minner** said this was super simple and there were not a lot of changes until the end of the program. They are sitting on 7 million dollars in cash reserves. They have about 1.5 to 2 million dollars tied up in some expenses, and they are going to shift to gas transmission as The Villages continues to grow. In gas revenues, we have about 13 million dollars. We purchased 2.8 million dollars from FGU in gas purchases. Administration is $793,508, locators are $94,224, distribution is $2,482,528 and capital purchases are 1.5 million dollars. The capital expenses look pretty similar to the electric department with growth fixes and fixing stuff that breaks. Some capital highlights are tools and the extension of the substation. Most of the projects are things we need to do.

Closing Comments:

At the beginning of the meeting, they talked about using US Highway 441/27 CRA money for the Susan Street project and the need to relocate the gas department out of downtown. He was holding off on this and if they were in the gas director's corner, he would be yelling because he wanted to do this last fiscal year, and it was not done. He wanted to get the bathroom fixed, and that concept was killed and never done. The reason for that, was the anticipation of a sales contract for the purchase of the gas property, but that sales contract never came. That contract may, or may not come. He thought that would be the catalyst for this discussion. The start of a new fiscal year is the catalyst of the discussion about needing to relocate the gas department from its downtown facilities. We need to relocate the gas department for a couple of reasons. First, they have outgrown their current facility mainly due to the growth of The Village's and their current facility is very old and dilapidated. It has poor working conditions, so they need to relocate that facility. Also, the city clerk's office shares a space with them. It is a big space used for storing official city records. The roof there is leaking, and they have outgrown that area, so they also need a larger facility. There are security issues across the street where the gas department has had stuff stolen, hence the need for more officers. If we move the gas department, that would open that area for redevelopment in the downtown, or we could use it for additional downtown parking. However, there is a 24-inch water main that runs through there, and they do not want to mess with it or build anything over it. There are some redevelopment opportunities for that property; whether we have the option to sell it to somebody or keep it and use it for something different. This is a joint project on the horizon between the general fund for the clerk's office record storage, and the gas department because they need more space. We have a facility that we purchased a couple of years ago that is nestled right next to the electric department. It is the old Knights of Columbus building. **Commissioner Berry** asked if they were outgrowing their current facility, why the Knight of Columbus building because it looks smaller than their current facility. **CM Minner** answered this was a two-part concept for the Knights of Columbus building. They could subdivide and house people, and we also need a new storage facility. The Knights of Columbus building would become administrative offices, and they need a storage facility for their truck equipment. Then the clerk's office needs a storage facility. We would marry a storage facility for the clerk's office with the gas department and electric department. They are all married now in that compound, and where the fence does a jab right, there is a notch and that is the Knights of Columbus building. That fence would move to the front and at the back of the facility they would build some facilities. That number is low. It is around one million dollars. We need to start and get this designed. We have some nice pencil renditions of stuff, but we need to get that project off the drawing board onto a concept board, so we can put some money on it. They need to bring in professional assistance to get it planned. They wanted to start at one million dollars. For the money, he would take it from two places; the American Recovery money, and if they canceled the marina slips, we would have $850,000 to go somewhere else. He liked that concept for the reason of it being American Recovery money, which was grant money, and this was a joint project between three different funds; so instead of the electric fund paying for it, or the general or gas fund paying for it, a big chunk of grant money would pay for it. He did not know if he liked that because the slips could make an 8.7 million dollar return on investment where the general fund would only get an extra $100,000. There is an argument about whether we want to be in the boat slip business and if we want to compete in that market. The recreation director is convinced that if we build those forty-two slips, we will fill them all. **Commissioner Reisman** questioned if a study had been done? What did we do to know they would fill the boat slips? Was there a waiting list? **CM Minner** replied we have a waiting list. **Commissioner Reisman** wanted to know if there were enough people on that waiting list to fill the boat slips. **CM Minner** said there was a trade off. If they did not do slips, they could shift money over, or make gas pay for it by using their cash reserve, but we need to be proactive about this facility. **Mayor Burry** wanted to verify that the marina had two things; the slips, which were one million dollars, and the marina building, which was another one million dollars. The slips would make us money. Will that building make us anything? **CM Minner** pointed out that the building would not make us any money. **Mayor Burry** then asked why they would not consider putting that portion off? They could build the slips first, and after we get another one million dollars we could do the marina. If the slips make us money, they should be built. **CM Minner** said he did not have an issue with where the commission chooses to go. His preferred method was to use grant money to help subsidize the rates on the electric and gas sides, but the general fund could give up $100,000. It is a big number for the general fund, but the bottom line is we need to do something with that facility. They will either tap cash from gas, or use grant money. **Commissioner Berry** asked if there was enough space for it and how far back does that property go? **CM Minner** said it goes all the way back to Corrine Williams Park. He would bring in pictures on Thursday night. The building has enough space, but we have to spend some money to design it. The design covers the rehabilitation of the building and the other storage facilities that are needed. Everything would be centered around the Knights of Columbus building. There is enough space, we just need to shuffle the deck. It will be a lot cheaper than purchasing property and putting up a building. Moving gas from downtown to Griffin Road still gives them access to The Villages and all the service areas. The concept of using existing property inventory will reduce the building costs, and it is the right location. We just need to find money to get it done. **Mayor Burry** commented that it would be great to free up space downtown. There are better uses than having a utility located in the middle of the downtown. **Commissioner Berry** wanted to know if American Recovery Act money could be used for this type of thing. **CM Minner** replied yes. **Commissioner Pederson** mentioned that if the design of the marina building and wet slips were good for a couple of years, he would be okay with that because we are only talking about doing it a year from now. **CM Minner** stated this budget says to build the marina building and the boat slips designs could be shelved for a year. In the process of finding money for Susan Street, he would suggest holding on the marina and put that American Recovery money on Susan Street. However, we need to build a facility for the gas department, electric department and the city clerk's department and that could cost between $850,000 and 1 million dollars. We can put the slips on hold, or just use cash. We have seven in the reserve, and we are sitting on five and a half which we probably will not use. The budget director says they have one and a half million dollars or so in cash that they could whittle down. If one million is not enough, he would come back asking for more cash. He would prefer to keep cash in the gas and electric funds for a rainy day, and it would help us keep the rates down. For him, that outweighs the revenue that we would give up in the general fund.

Commissioner Berry asked if they could use some cash and some American Recovery Act money. That way, they could use the money elsewhere. **CM Minner** replied yes. On Thursday he would bring back pictures of the Carver Heights wall, and he still owes them a picture of the concept. He would at that time remind them of the pending decisions. They will then move off into the other funds, which are water, sewer, solid waste, airport, storm water, health, and the pension funds.

Commissioner Connell asked about the boil water notice for South Leesburg, since he never heard back about which areas were affected. **CM Minner** answered based on the water outage yesterday; it was an 8-inch water main in Highland Lakes. He assumed it only affected Highland Lakes. However, after the meeting, he asked the public works director how we disseminated the boil water notices because we had a media inquiry, and he sent him the boil water notice. The boil water notice that was sent out to the public said it affected Highland Lakes, Arlington Ridge, and Legacy. **Commissioner Connell** mentioned that it also affected Windsong. **CM Minner** agreed it affected South Leesburg. After he spoke with the public works director, he said there was a water leak in Highland Lakes. He took that as the water leak only affected Highland Lakes. However, we followed FDEP procedures, and notified everyone the old-fashioned way. **Commissioner Connell** wanted to know what that was. **CM Minner** said we got the boil water notices out and that was how he found out about the leak. It may have come from the HOA, but we got the boil water notices out to all the affected people. **Commissioner Connell** remarked that not everyone is on an HOA. **CM Minner** said he understood the concern. However, this was how it has been done for years. It does not mean it is the best way; it just means it meets the standards that FDEP puts on the city, so we are not in violation. Perhaps there are other ways they could do it better. We are looking into some other systems that automate notices. Over the last year or so, we have been doing that on the electric side of the house, and we will now incorporate the water and sewer side into the house. He tasked the IT director and the public works director to look into it and when we get that information back, he will provide it to the commission. It was a wrinkle, and perhaps he should have thought about it when they were doing electric, but he did not, so he stood corrected. **Commissioner Connell** said the main thing about last night was that they thought it did not affect all those areas. **CM Minner** remarked that he stood by everything he said, and he stands corrected on his initial response from last night. **Mayor Burry** asked if there were any other questions.

Commissioner Berry asked if there was any room to add anything else to the budget. **CM Minner** replied right now would be the time to share thoughts. **Commissioner Berry** said she wanted to go back to the Downtown CRA regarding notices/signs for businesses off Main Street with wayfinding signs and software that would detect gunshots and notify the police right away. **Deputy City Manager (DCM) Hicks** said she was referring to a shot spotter. **CM Minner** said he would have the deputy city manager and the police chief look into that. **DCM Hicks** said his official report was that it would cost a lot of money. There are some other alternatives that work with camera systems, but he would get the commission a full detailed report. **CM Minner** added that they would bring back a report before the budget is adopted. Give them a couple of weeks to look into this. As for wayfinding signs, this was a citizen's request and Sandy Moore from the Chamber visited him today, and they will talk about that. He strongly recommended wayfinding signs because they have two purposes; a public purpose and a private purpose. A municipal corporation's purpose is to inform the public about good wayfinding signs in public areas, such as parking areas in the downtown in general, the pool, city hall, the police department, and the fire department. They should remember that when GAI came in and did a brief presentation on their parking study, they said our parking / wayfinding system in the downtown was horrible. That is an issue that needs to be fixed and addressed downtown. Also, there are certain areas downtown where specific business wayfinding signs should be and that was a city and Partnership endeavor. The Partnership rounded up the money, and using Eddie the barber as an example, he has a sign that says City Barber. There are other barbers in that area, but Eddie paid $300 to the Partnership for that sign. He could not remember how those signs were made. We may have bought them and once we were paid we hung them up. Where we need to go on the private business wayfinding sign system is we need to go back to that setup. It can work through the Chamber and the Downtown Business Association. It would be whoever the city facilitates that to and if a private business wants wayfinding signs on poles they would work that angle. Based on the way the budget has been presented this evening, he will work on improving our wayfinding signs as far as having standardized signage for public facilities. He did not think we should put individual business signs in the city budget. Those could be handled on an individual basis, and we should partner however we can. **Commissioner Berry** wanted to confirm that what was incorporated prior was with the Partnership where businesses paid them for it, so anyone that comes on board will not have a sign on a pole until it is paid for. **CM Minner** said we need to find a new partner, whether it be the Chamber or the Downtown Business Association. We need to put our heads together to see who wants to take the lead, and whoever takes the lead, the city will work with them. We will facilitate and get public works out there to put the signs up. He believes we made the signs and that helped to keep the costs down. However, frankly, he did not remember, but the bottom line is that we will endeavor to get with one of the downtown business associations to get the private business wayfinding signs up. **Mayor Burry** mentioned that signs are like advertising, so they should have some skin in the game. **CM Minner** agreed, or they would have to go back to the CRA for more money, but he would not recommend that. **Mayor Burry** asked if there were any other questions or comments this evening. **CM Minner** stated there was one more workshop, and he would bring the information requested to that meeting.

3. 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 seconded the motion. The workshop adjourned at 8:08 p.m.

AGENDA MINUTES
CITY COMMISSION BUDGET WORKSHOP
CITY HALL, 501 W MEADOW STREET
THURSDAY, JULY 11, 2024 5:30 PM

1. CALL TO ORDER

The City of Leesburg Commission held a budget workshop meeting on Thursday, July 11, 2024, at Leesburg City Hall. Mayor Burry called the meeting to order at 5:35 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, Deputy City Manager (DCM) Hicks, Budget Director (BD) Brandy McDaniel, Finance Director (FD) Jim Williams, City Clerk (CC) J. Andi Purvis, 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. FY 2024-25 Budget Workshop Schedule

A. <u>Enterprise Funds (cont.):</u>

Water
Wastewater
Solid Waste
Stormwater
Airport

<u>Pension Trust Funds:</u>

Police Pension
Firefighter's Pension
General Employees' Pension

<u>Internal Service Funds:</u>

Health Insurance
Workers Compensation
Fleet Services Fund

Commissioner Connell first questioned the agenda and the amount of stuff on it. He wondered if they could split the agenda and hold another meeting next Monday or Tuesday. They could have the meeting on Monday since the one scheduled had been canceled. He wanted to know if they could do the capital improvement projects (CIP) tonight and cover the other stuff on Monday. He would like to do half of the agenda tonight and the other half on Monday night. **Mayor Burry** wanted to confirm that he wanted to wait for the CIPs? **Commissioner Connell** said they could do either/or. **CM Minner** pointed out that they can see where they are on time later. He suggested getting through the CIPs tonight since it was still fresh on everyone's mind. He would also like to get through water, storm water, and solid waste. However, it all depends on how long it takes to get through the CIPs. **Mayor Burry** agreed. They need to get through the CIPs and if someone wants to make a motion for a break they can do that. **CM Minner** said a good breaking point would be after water, sewer, and storm water because that would complete all the enterprise funds. They could schedule another workshop to cover the airport, pension trust funds and internal service funds. However, he would like to see what they can accomplish tonight.

<u>Susan Street Sports Complex</u>:
CM Minner stated they discussed a lot of stuff with CIPs last Tuesday, and there were specific questions about some lingering CIPs and how they should go about them. With Susan Street, he received feedback that said that 10.5 million dollars was an elephant in the room, and yes, that was a lot of money for Susan Street. He wanted to review a few things and give an action plan for moving forward. We funded Susan Street to a level of about 5 million dollars, which included 3 million dollars of American Recovery Act money, and about 2 million dollars of tourist development council (TDC) money. They went into the project for 3 million dollars and the delta was the consulting contract with the engineers, Halff, for $700,000 to design it, and they were about 50% complete. This past Monday, they approved the TDC contract for 2 million dollars. That will be on the County Commissioners desk at their second meeting in August. He pointed out that while it was not in the contract, there was an unsaid expectation that the county would give us 2 million dollars, and they anticipated us putting in 2 million dollars. With that 5 million dollar allocation, none of that is city dollars. They anticipated that city dollars were going to come from discretionary sales surtax (DST) money, and when they started crunching numbers they could then allocate it towards it. He did not think the county cared where we spent the city's portion. It could be Susan Street or Sleepy Hollow. If we spent all the TDC money on the Susan Street project, they would expect some investment in the Sleepy Hollow project. Remember, the approved application for Susan Street was 5 million dollars. Of that, we have about 4.7 million dollars left. In the presentation, he showed a way of getting 10.5 million dollars to do the project as previously discussed. We currently have 4.76 million dollars allocated. The additional funding of 1.8 million dollars would come from unspent DST money, 3.4 million dollars would come from US Highway 441/27 CRA and half a million dollars would come from recreation impact fees for a total of 10.5 million dollars. Yes, that is a big number, and he did not want to persuade the commission one way or another, but that 10.5 million dollars was split 55/45. It was a good split for a project of this magnitude, and he also understands the hesitance. Another thing is expectation and, currently, at this allocation, there is zero city money. Eventually, we may need to throw some money in there to work with our county partners. After doing the math, even if we increased this to a remainder of 6.7 million dollars, we would still be at a 30% match and that is pretty reasonable. We need to keep that in mind moving forward.

Referring to a slide, he showed the component parts of the project, which includes four rugby fields. They would be stadium-type fields with a grand stand. It will also include a concession stand with a storage room, restrooms, and a soccer field. It will have a parking lot with an entry onto US 27. That is currently where they are at. Remember we went down the road with the construction manager at risk (CMAR), and for everything we wanted, it was estimated at 18 million dollars. Internally, staff thought that was way too much, and they had to get the price down because the target price was set at 7.5 million dollars. When the numbers came back, the only thing we could get for 7.5 million dollars were the five fields. Again, there would be rugby-sized fields, but it would not include the parking lot or entryway. At that point, it was decided that we needed more money because it was going to be a problem. Moving forward, we need to bring half of the project forward. We are now in the phase of reviewing the conceptual plan. At the August 12th city commission meeting he will have a presentation to ask that they stop the construction manager at risk method. This is the second time they have used this method where we had an initial feedback of 30%, which sent us through the roof. We have an issue with that type of construction manager procurement method, and we need to end it. We have a contractural right to end it, but we will have to pay the construction firm for the time they put into it. He did not believe it would cost more than $50,000. He is currently working with the deputy city manager and procurement to put together a resolution that gives him the authority to execute termination of that contract pursuant to the no fault/no reason termination clause in paragraph nine of the construction management agreement. Once we do that, we will move forward with the project as a design-bid-build. We are at 50%, and we will see where Hallf is with the major elements of this project. However, the Cadillac of this project includes the four rugby fields, the one soccer/arena field which is a turf field with a grand stand, the lighting of all fields, the concession stand, restroom, storage facility and parking. The heartbeat of this whole project is having an entryway off US 27. That will help with our sports tourism marketing component. We need that entryway to come off the main corridor. We need to construct half of the design and as we complete the design we will put out bid alternates. We want the fields, but we can do different elements for the concession stand and an alternate for turf. When we start the design-bid-build layers, at that point we can decide what to rip out to get this down into a budget that is palatable for the commission. We also need to establish a Susan Street Sport Complex budget by September 30th. The establishment of that budget could be anything, but if they say no more money, they will just move forward as described in steps one through four. That budget would be 4.76 million dollars. They can do whatever they see fit, from 4.76 million to 10.5 million dollars. At this point, they do not know what the numbers will be, but they are working on estimates that were provided by Halff and the construction manager at risk firm, Allstate. Until we get 100% of the design completed or until we go to a design-bid-build approach, he will not know what the numbers are. There are two options; they can decide to have zero increase, or some type of increase up to 10.5 million dollars. Either way, the recreation director and himself believe they can get a good project done for that. They could be under, but they will not know for sure until they get closer. It should be sometime in October to get 100% of the design completed to where we have a set of plans and a process to go out to bid. Then it will take another month to six weeks, so by Thanksgiving time we should have some hardcore numbers. They would comb through to figure out where this project landed, but he was sure that with all the items it would not fall under 4.7 million dollars. With the wish list, they only hope to get it for around the original budget of 5 million dollars. He would leave it to their discretion and if they wanted to modify the Susan Street budget for FY 25, they could do that. He recommended if they decide not to increase the budget, and they leave it at 4.75 million dollars, he would advise them to not spend it or to be gentle about where they spend that money. They may want to shift some DST money around because that would be reasonable. If they decide not to increase the budget, they should put the money back in the US Highway 441/27 CRA budget. We could also put the recreation impact fee money towards this project.

Commissioner Berry asked him to go back to the slide that listed the recommended actions. She asked him to explain why they should stop the manager at risk method, and was that the only method used to determine the original contract or were there several to choose from? **CM Minner** explained there are a few methods of procurement that municipal corporations use. First is the traditional method of design-bid-build, under the competitive consultants negotiation act, but the project total must be under 2 million dollars. If we were doing a project over two million, we are required by state statute to go through the competitive bid or a competitive request process to select the engineer/architect that we would use to build a project, but remember that project would be valued over two million dollars. That process has its own process whereby you select a consultant based on their experience, and you negotiate a contract. The rule of thumb typically is that you pay the consultant 10% of the total project. We thought the total cost of the project, including all components, would be in the 7 million dollar ballpark, and we have already paid Halff for the design. The next thing they would do is take the design and put it out for bid. The design-bid-build process is a tried and true method of municipal government processes. It is tried and true, it is consistent, so you know what you are getting. It also allows an opportunity to trim it down. However, there are downfalls because we may get hit with change orders and those take a long time as environments change and different things happen. The next recognized procedure is the construction manager at risk. A weakness of the design-bid-build process is an important one and that is the disconnect between the architectural flowery world of whether we can do this or whether we can do that, because we fall in love with the design. We do not realize all the flowery stuff jacks up the cost until it hits the market. When the bids come back we will have to start cutting things back. That is kind of a catalyst for getting the change orders, and they saw that with the Venetian Center. The next process with the construction manager at risk comes when the design is about 30% complete. At that time, they marry the contractor with the architect to speed the process up and to ensure costs. Then they send it out for bid and a requirement of the construction manager at risk because part of the construction manager at risk's responsibility is to go out and seek bids and then prove to the corporation that they have checked out all the companies to get the maximum guaranteed price. So, with the construction manager at risk process, we will bring in a consultant to start designing. When the design is 30% complete, we bring in the construction manager at risk firm, which is done through an RFP process. They are married at 30% and, as we get to 90% complete with the design, the contractor will go out to get his costs. By the time the design is finished they will know how much everything costs. The next step is a construction contract with the construction manager at risk, which gives a maximum guaranteed price. This process is falling apart at 30%, because we are getting numbers back from the construction manager at risk of 18 to 19 million dollars, and that is not going to fly. At 10% design, we redid it, and we got it down to 7 million dollars, but even at 7 million dollars there are too many decisions for cuts and things we may or may not want to give up, and that is the dilemma. He recommended going back to the old-fashioned way of design-bid-build. **Commissioner Berry** wanted to know if they stopped this would it cause anything to slow down the process. **CM Minner** stated we would lose $50,000, and he needed the commission's authority to end the contract with the current company. There is a clause in the contract that says we can terminate for any reason, and we do not have to give a reason, but we will have to pay them for the time they invested. They have done some leg work, and there have been meetings. They have some upfront costs that they will get back at the end of the project and if we cut it sooner, we have to pay them for their time and the initial work they have done. **Commissioner Berry** wanted to verify that he said $50,000 or was that an estimate? **CM Minner** replied he guessed, but he would be asking them for the authority to terminate that contract and to pay them up to that amount. If we cannot agree on the amount with the construction manager at risk firm, he will not have the authority to cut the check, and he will be back before the commission. At the city commission meeting on August 12th there will be a resolution under the consent agenda that does that. **Commissioner Connell** asked plus or minus 5 million dollars. Do we know at this point how close that gets us to finishing the project? **CM Minner** replied no. The rough number we have is 7 million dollars to build it and that would be a base model with nothing fancy. It would not include the grandstand. It would basically be fields and lights for 7 million dollars. **Commissioner Connell** asked what US Highway 441/27 CRA was sitting on money-wise. **CM Minner** responded that US Highway 441/27 CRA was sitting on 4 million dollars. **Commissioner Connell** wanted to know if they could pull some money out of that fund to help get this project finished. **CM Minner** answered yes. **Commissioner Connell** said we are already knee-deep/chest-deep in this project, so we have to finish it at this point. Otherwise, we would be leaving a facility half completed. Can we move some money from US Highway 441/27 CRA to this project and, if there is anything left, put it back into that fund? **Mayor Burry** agreed, if they moved the money from US Highway 441/27 CRA they would have about 7 million dollars and that would be the match that the county was looking for. We would be sitting on 6.7 million dollars. **CM Minner** agreed. **Commissioner Connell** said he would be good with that. **Commissioner Pederson** stated he would be okay with those numbers. He spoke with the city manager about this and said 10 million was a no-go. He could not stomach that much. He did not want to torpedo the project because he fully supported it from day one, but the numbers have gotten so crazy. If they could get the total down to 7 or 7.5 million dollars, he would be fine with it. He was not saying to draw a line with that number, but we could move the money around today. **CM Minner** wanted to verify that they said to take 2 million dollars from US Highway 441/27 CRA, and if they wanted to put the recreation impact fee money back in the hopper. **Commissioner Pederson** responded he was looking at it from a match standpoint. As he understood it, the county was not calling the ARP money, match money. **Mayor Burry** agreed. **Commissioner Pederson** said to him that was match money, but for them, it was not. **CM Minner** pointed out that the county wanted us to have some skin in the game. **Commissioner Berry** said two million dollars will have to come from us in order to match the county. Regardless, either we move it to Susan Street or Sleepy Hollow according to what was said. **CM Minner** said yes. **Mayor Burry** commented that they should move the two million dollars and show the county we have skin in it. **Commissioner Reisman** wanted to know if they were going to cap the project at around 7 million dollars. **Commissioner Pederson** said they were budgeting it to be close, and if they needed more, they could always dip into the reserves. **Mayor Burry** pointed out that they still have DST and recreation funds if they do not put the impact fees there. **CM Minner** remarked, in the spirit of compromise, he would throw two million dollars from the CRA, and they would throw in the recreation impact fee money too, and that would establish the budget for FY 25 at 7.25 million dollars for the Susan Street project. They can take the 1.8 million dollars and spend it somewhere else or not spend it at all. They could save that for a rainy day. They could also beef up the facade, sign, landscape (FSL) grants for US Highway 441/27 CRA or if they do not like the FSL program, they have two million dollars that will go back to US Highway 441/27 CRA. **Commissioner Reisman** asked what would happen if the numbers came back over 7.2 million dollars to get everything we wanted. **CM Minner** answered they would either trim or go back to US Highway 441/27 CRA. **Commissioner Berry** wanted to know if the unspent 1.8 million dollars would be a reserve in the DST? **CM Minner** responded yes. **Mayor Burry** said the county wants to see us throw money into it. **CM Minner** felt that was a reasonable plan and a good argument. The only grumble we may hear from the county is that we are using tax increment financing (TIF) money. Remember, half of that money is theirs, and they may come back to us and say that was not our skin, but with everything being fair and square, that is our money. The compromise was two million dollars of TIF money and half a million of recreation impact fees, and it gets us to seven and a quarter.

<u>Susan Street and CHMA/CRA Privacy Wall</u>:

Continuing, **CM Minner** said the Susan Street project kind of bleeds into the wall concept. Commissioner Berry brought up the fence concept, and he wanted to digress a little bit about it. First, the wall concept or privacy wall could be a couple of different styles. Referring to a slide, he showed a picture of what is along the highways and another concept of what is seen along neighborhoods. A cinder block wall is what they see along the highway. It is more expensive at $100 a linear foot and the neighborhood-looking fence is roughly $50 a linear foot. The cinder block wall is more of a sound protective quality, but he did not know the engineering behind it. The privacy wall concept would be from Griffin Road at the 441/27 intersection between the school, the gym, and Red Raider Road. It would head down Red Raider Road to the school, then it would stop where the trail starts. It would then pick back up and go all the way down behind Birchwood, behind Susan Street, and the Palm Plaza. It would also hit the east/west trail. That is the trail that comes across and jumps over US 27, then it comes back behind city hall. This is about 3/4 of a mile, so when talking about funding, the interesting dynamic is Susan Street Park, which is split, not quite down the middle, but for easy conversation down the middle between the Carver Heights CRA and US Highway 441/27 CRA. The wall is on the west side of the park, so you could not use US Highway 441/27 CRA money to build the wall because it is located in the Carver Heights CRA. They could use Carver Heights CRA money to help with freight costs for Susan Street. However, the preponderance of the expensive items for the Susan Street project are US Highway 441/27 CRA. The big ticket items will be parking, the field and the initial half a million dollars is for the entryway. He was extremely confident that at whatever level they did, especially at two million dollars, they would easily be able to demonstrate that two million dollars of US Highway 441/27 CRA money was spent on their side of the park and not the Carver Heights CRA side. **Commissioner Pederson** asked, going back to Susan Street. Do we have access? **CM Minner** answered they are still working on it. **Commissioner Pederson** questioned before spending any money here, if they do not have access, do they still want to do it? **CM Minner** explained it was part of the project, and we are pretty good with access to the strip mall since those folks have been talking to us. At this point, we do not have the numbers yet. The folks at Pat Sales have been a little harder to get in touch with, but the crazy one is Pizza Hut. They have to go through Pizza Hut bureaucracy to get the corporation to give us access across their property. **Commissioner Pederson** wanted to know why we would not keep it on the strip center property? **CM Minner** replied that Pizza Hut owns that area. Referring to a map, he said If they followed the yellow line, that area was Pizza Hut property.

Commissioner Berry inquired where the State Farm office was located. **Commissioner Reisman** said it was located on the other side. **CM Minner** stated they would get there, and he did not want this to hold them up. At the end of the day, if we do not have this done by the time we start awarding a construction contract, that is when they will have a problem. Right now, we have until the end of the year to get this ironed out. **Commissioner Berry** inquired about the time frame for starting of the fields. **CM Minner** replied it would begin in the first part of 2025. **Commissioner Berry** asked if he knew how long the process would take with the road cut in. **CM Minner** responded it should take between six months and a year. **Commissioner Berry** said she asked that because it was proposed in an earlier conversation that we should build the wall a little at a time. Is that still possible? Could they build some of the wall this year and some next year? **CM Minner** replied it would be whatever the commission wanted. The numbers given were big numbers, but he thinks we could do better than one million. **Commissioner Berry** asked if it would be more expensive to go back and add on to it. **CM Minner** answered yes. There is a typical line item in a contract that covers mobilization costs and that is what the contractor charges for bringing in their equipment and people. So, each time we add on to it, we will be hit with that mobilization cost, and it is typically a big number. **Commissioner Reisman** said he spoke with the deputy city manager yesterday about this and, instead of building a wall, could they have grants for those communities? For the residents who want a wall, they could apply for a grant. That way it does not go down the whole trail. It would be for those sections of homes where people have issues. Can they have a grant to build a wall because it may be cheaper that way? **Commissioner Pederson** mentioned that was something he thought about. Maybe they could have a grant to help the residents put up a fence if they choose to. **Commissioner Reisman** added there could be a set of homes that want a wall. **Mayor Burry** wanted to know where they were specifically looking to put the wall. **Deputy City Manager (DCM) Hicks** explained that everything would come out from Susan Street, and traffic goes both ways. From a crime perspective, if there was an armed robbery in the area (even across the street), they would run through the Big Lots parking lot north or south to get out along Susan Street. The thought process was to have a barrier the length of that to force them to run around it. They would most likely get caught and having that wall would cause them to reconsider committing that crime. That was the thought process, plus the homeless walking in that area. Law enforcement has done an outstanding job of keeping solicitors and panhandlers off the street, but there are a lot of people who walk in that direction. People take the shopping carts and cut through that area. They want to redirect that traffic to keep it on the thoroughfares instead of cutting through neighborhoods. The people that cut through there seem to leave junk everywhere. **Mayor Burry** said a project like this would have good intentions for stopping the flow of unwanted traffic cutting through. However, he was worried about the optics and walling off a community from the retail stores. They could view this and say we are stopping the homeless traffic, but we are also preventing access from the community. He was worried that it might be a two-edged sword. **Commissioner Berry** said it would not cut off resources for walking to and from businesses. All it would do is force people to walk the trail. It would not stop them from going to businesses because they can still get to Palm Plaza from the trail. They would just take the trail from McCormack Street to 14th Street and make a left. The Dairy Queen and Popeye's are right there in the Palm Plaza. **Mayor Burry** stated he was worried about putting up a partial wall because he was not sure how it would look aesthetically. **Commissioner Berry** pointed out that aesthetically it would improve the community. However, most importantly, her constituents are asking for safety. That is first and foremost, but it would provide a sound barrier for the residents who are impacted by the level of sports and attractions that we hope to bring in. The goal was to be number one for sports entertainment in the area and sports run late. As far as she knows, there was not a cut-off time for sports. **Mayor Burry** remarked that we do not have sports after dusk. **RD Rima** from the audience said they would shut down the games at 10:00 pm and the lights would be shut off at 10:30 pm. **Commissioner Berry** said 10:00 p.m. is still nighttime for residents who are not at the game, and we should be considerate of them. Since we are trying to develop protection for security in the area, why not use a sound barrier wall? However, first and foremost is safety, the second thing is saving the community from blight, and the third is the sound barrier for the games. Plus, it will make the community look better, and they will not have foot traffic cutting through that area. The purpose of the wall along the trail is not to stop them because they can still get to Palm Plaza and anywhere else on US 27. It just forces them to walk the trail instead of cutting through. One of the properties on Chester Street right next to the reservoir is somebody's land that used to be nice green grass. Unfortunately, there are nothing but car trails now, because people drive and walk through that area, and the residents are very concerned. **Mayor Burry** said he understood. However, with respect to noise complaints, there is no barrier wall at Sleepy Hollow. He wanted to know if there have been complaints from the neighborhood out there? **Commissioner Berry** stated Susan Street does not have the same setup as Sleepy Hollow. There is a difference. Looking at the map, they have Birchwood and Hill Street. **Mayor Burry** said there are houses located right behind shrubs all along Sleepy Hallow. **Commissioner Berry** said from what she recalled at Sleepy Hollow she had not witnessed there being any homes, but speaking for herself, her residence was right there, and she could hear the noise coming from Susan Street and, for the level we anticipated coming, this project was not thought through enough. She wanted to know if anyone else considered having sound barriers for sports? **CM Minner** answered no. **Commissioner Connell** wanted to know how she considered paying for this. **Commissioner Berry** said it was just stated that it had to be paid by Carver Heights CRA because it was not located in US Highway 441/27 CRA District. She was not okaying one million dollars of Carver Heights CRA money, but that is an option. We need to work through this, and she hoped as they work through and discuss other options for Susan Street, they can work through options to pay for it through Carver Heights CRA funds. She wanted the commission to be aware of the issue. It is hard to describe, because they will not see the activities, but they will hear them. She recommended that each commissioner go and look at it. **Commissioner Connell** wondered if the Carver Heights CRA board would want to spend that kind of money on a wall. **Commissioner Berry** replied that she would not think so, but she knows the concerns and the effects it will have afterward. **Commissioner Connell** mentioned even if they were to entertain this, they still needed to speak to that board. He agreed with the mayor, because the esthetics may not look right in that area. **Mayor Burry** said he was worried because it seemed there would be an exclusion rather than protection, and who would be responsible for painting over graffiti? There are a lot of things to consider. **Commissioner Berry** stated that was why she was considering the soundproof barrier wall that is used near the Turnpike. However, she had no idea about the costs. **Commissioner Pederson** commented that he knows a few people who live near Sleepy Hollow, and he has never heard anyone complain about noise. The only complaint he ever heard about was the lights. **Commissioner Berry** agreed. We cannot control the lights because they need the lights to see. However, we can definitely control the sound. **Commissioner Pederson** said he agreed with Commissioner Connell and the mayor. He went out and drove through that area yesterday. He drove the entire site. He went through Susan Street, and back behind Publix. He assessed everything, and he could not get comfortable constructing a wall. He understood the concerns about security, and he was open to ideas. We also just talked about hiring more law enforcement officers. **Commissioner Berry** said she was open to ideas and the wall was a suggestion. **Commissioner Pederson** stated he was not in law enforcement, but he could not see how a wall would have any effect. He sat behind Big Lots for a while and he saw the trail. He saw people coming and going. They walked in and out and most of them had a bag with a soda in their hand. However, that was during the daytime. He thought the people walking would get annoyed by a wall because that would cut them off. Without going sideways, we believed we could find better ways to spend money. As far as safety, he was open to any and all ideas. **Commissioner Berry** said from the Big Lot side it is possible that he only saw a few people, but he needed to go around to the other side near the Carver Heights section, which is where they have the issues. People walk around Big Lots to get to Palm Plaza. There is steady pedestrian traffic that comes in and out of that shopping center. They come through to get to the other end. **Commissioner Pederson** stated the only other idea he had when he was out there yesterday, without cutting down any trees, was to clear up the underbrush that would help law enforcement. He meant to look and see who owned what back there, but he assumed the city already knew who owned what land. He asked if the heavy growth back there impacted law enforcement. **DCM Hicks** said no. The police chief is certified in crime prevention by an environmental design specialist. He was trained for that, and they have several other officers in the police department who are certified. So at any point, if there are questions or if they want him to do a presentation, he could talk about both residential and commercial. This presentation is also offered to homeowners. It shows how to target and harden their homes with the right shrubbery, fencing, lighting and cameras. He would be a good resource to reach out to, to get his opinion on that matter. **CM Minner** remarked this was a new concept brought to them, and it is something they needed to talk to the CRA board about. **Commissioner Berry** said she would like a meeting scheduled. **CM Minner** stated he would get the meeting scheduled for sometime in August.

John L. Johnson Park Restroom:

Continuing, **CM Minner** said on Tuesday he mentioned they need more money for the John L. Johnson Park restrooms. However, he stood corrected. Long story short, there was a communication issue between him and the public works director. They were trying to get this executed as quickly as possible using the construction manager at risk method. They were trying to potentially work with a local vendor with the direction of providing an attractive bathroom for the community. They want to provide an attractive facility that matches what was done at Palmora Park, Carver Heights, and Pine Street. The facility would be 1,200 square feet and the numbers went over his head because he had been buried in a bunch of different numbers. On Wednesday, the first thing he did was yell at the public works director and the deputy city manager. He wanted to know how the numbers got so far off track. He suggested that they not allocate any more money to this project and take advantage of the design-bid-build process, since the facility will match what was done at Ski Beach, Susan Street, and Berry Park. The building will include a men's restroom with a urinal, toilet and sink. It will have a women's restroom that includes two toilets and a sink. It will have a janitorial closet and a cabana with water fountains. The city logo will be on the front of the facility. It is a block building with brick on the bottom and tile on the inside. We built the facility for Berry Park in 2017 at a cost of $118,000 for a four hundred square foot building which breaks down to $300 per square foot. Then, the facility at Ski Beach was built in 2019 for $176,000, so the prices went up. When the roof caught fire at Ski Beach, we saw the costs go up again. It cost $120,000 to redo a section of the roof. So, long story short, we already have the specifications to build this facility. We just need to marry it with our retainer, city engineer Keith Riddle. The site plans will be put into a bid packet for the design-bid-build process. He has already instructed the procurement division to do that, and they will get the bids out as soon as possible. When the bids come back they should have a contract for under $300,000. They will see this project on their dais hopefully in the form of a contract that is either at/or below the budgeted amount of $300,000. Remember this project was budgeted as a capital project using DST money. **Commissioner Pederson** said when they redid the restroom at Ski Beach he thought there was talk about changing a few things on the inside to make it stronger to minimize future damage. It was more concrete versus wood because of the fire. **CM Minner** responded, if they changed anything it was to the specifications, but it was a standard building that was built. **Mayor Burry** added that they did that with a different construction method. **CM Minner** stated that we have a few different facilities and we want an attractive facility. We want to be equivalent no matter where we put it. Something that may interfere with that are connections to the sewer. We have outhouses at Singletary and Herlong Park, but that is due to soil and having no good sewer connections. Believe it or not, Herlong Park has an outhouse, and it is located right next to the sewer plant. There is no way to connect the wastewater across the tongue of Lake Harris and Singletary has the same issue. We also have a small one-bathroom facility at Corrine Williams Park. Right now it looks horrible, but we are in the process of making that one more attractive. That park does not generate the amount of traffic that we see at the John L. Johnson Park, Ski Beach, or Berry Park. The John L. Johnson Park has traffic with a lot of folks playing ball and using outdoor equipment, and it is located on a major corridor, so that park needs a four hundred square foot facility. They will get the bids out, and hopefully it comes back under budget. In 2019, the biggest complaint they received about the restroom at Singletary Park was where we put the facility. The primary reason for putting it further south away from the boat launches and park was because the closer they got to the launch the muckier the soil got. It would have cost around $50,000 to solidify the soil. They originally thought about putting it by the boat ramp, and now wish they had. They should have spent the extra money on solidifying the soil. However, as back then, he cannot believe how much it costs to install restrooms. Back then, he struggled with spending $125,000, and it was recommended to spend the extra $50,000 to solidify the soil. He does not think there will be soil issues at John L. Johnson Park.

<u>Gas/Clerk/Electric Facility off Griffin Road</u>:
The next CIP item is the gas department and the relocation of the department. The gas director has been after him about getting the facilities changed out because they have outgrown their current facility, and it has become dilapidated. The facility on Sixth Street houses the gas department and the city's official records. He would like to move the gas department to the old Knights of Columbus building where they housed the Teen Center intermittently while they built the Boys and Girls Club. Since that was completed and the Teen Center was moved, that building sits empty. The gas director put together a rough sketch of how he would change that building. He drew up how he would like the inside to be laid out, and we also need a larger storage

facility. They were waiting for an offer to buy the current gas facility, but that offer never came. Now that budget time is here, he encouraged the commission to move forward with this project. We need a storage facility and a place for the electric and gas department. He believed that one million dollars would get this done, because there are a couple of different storage facilities we can do with different Morton buildings and rehabbing. He recommended using American Recovery Act money so it does not impact the general fund, and it will help keep rates down. **Mayor Burry** added that it would also consolidate two utilities, and open up space downtown. **Commissioner Connell** stated he spoke with the city manager on Tuesday about pulling the ARP money from the marina, because they could put it towards this project so it does not come out of the gas department. He believed the proposal for the downtown parking concept was about 1.3 million dollars, and they were going to use DST money for that. However, he cannot see using sales tax money towards rehabbing the gas department. He would prefer to take the ARP money and use it. They can then take the discretionary sales tax money for the downtown concept and move that to the marina to build the 46 boat slips. **CM Minner** said, without raising eyebrows, he had a hybrid presentation for this. **Commissioner Connell** said they also just talked about putting seven million dollars towards Susan Street. **CM Minner** confirmed that they decided to stop at 7.25 million dollars for Susan Street. **Commissioner Connell** wanted to know if the 7.5 million dollars included the 1.8 million dollars from DST. **CM Minner** said, because we were throwing the unspent DST to get up to 10.5 million dollars, we have to remember, after we pay all the bills from DST, we hang out around 1.3 to 1.5 million dollars to do a project every year. That was where they came up with the 1.3 million dollars to do the downtown. He would take that DST money and put it towards the marina. Then he would take the American Recovery Act money and put it towards rehabbing the building for the gas department. We should have enough to do parking and slips. **Commissioner Connell** wanted to know if that would put them almost 2 million dollars short on Susan Street because we just talked about putting 7 million dollars towards Susan Street. **CM Minner** said no because it was decided to stop at seven and a quarter. **Commissioner Connell** asked if the seven and a quarter included the 1.8 from the DST. **Mayor Burry** said no, they were going to take that money out of the Carver Heights CRA. **CM Minner** said it would limit them a little because if bids came back crazy, where would they go? They will either say that is it and stick to the 7.25 million dollars, or they will have to figure out where to get other money. Under this concept, they will have about $800,000 of unallocated DST money because they should only need about 1 million dollars for the slips. That would throw about $800,000 back into the DST hopper. Then they will have a little bit of cash depending on where they go with the FSL grants. They would have somewhere between 1 and 2 million dollars of unspent U.S. Highway 441/27 CRA dollars. In the fall, if they need to fatten up the Susan Street project, there may be a few extra dollars, or they may decide to start cutting out fields. **Commissioner Pederson** wanted to know if the gas department had the money to pay the million dollars? **CM Minner** said the gas department does have one million dollars. **Commissioner Pederson** said it threw him off guard that we would use non-gas money to pay for gas. **CM Minner** recommended hoarding the gas money because that fund needs to build back up. As the money comes back up, they will be able to transfer money for capital improvement projects. **Commissioner Pederson** said he remembers them being a little stressed lately about money. **CM Minner** recommended not using the gas fund until it has been built back up. **Commissioner Pederson** wondered if the gas fund could afford this. **CM Minner** said the gas fund is coming back, and the concept was to let the gas reserves build so when a special project comes up they will have that fund to use. In the future, gas will be the enterprise fund used. It will no longer be electric, water, or sewer, but they will have money in an enterprise fund to fund projects. **Commissioner Pederson** wanted to confirm that he did not want to use one million dollars from the gas fund. **CM Minner** said that was correct. He does not recommend that. However, if they want to build the facility using the gas fund, they could since it has the money available. However, he would rather use ARP money for this project because it is a joint project. It is a general fund, gas fund, and electric fund project. He did not want the gas director saying he was paying for everybody's stuff. It would be like Uncle Joe writing the big fat check for everyone to share because it is a jointly-funded project. **Mayor Burry** pointed out that the ARP money does have a time limitation. **CM Minner** agreed, but he did not think the federal government would try to chase down 4 trillion dollars, because believe it or not, it is hard to spend it that fast. If we were ever audited, he believes they would say once it is allocated it is considered spent. **Commissioner Reisman** asked if he could go over the plan for how we would do the gas building and boat slips. **CM Minner** explained that with the 1.8 million dollars of unspent DST money, they would take 1 million dollars to build the boat slips. They will then take $850,000 that we had for the marina slips and marry it with some gas money, but it all depends on where it goes. They will take $850,000 that was for the slips and shift it over to do the gas relocation and keep 1.3 million dollars of FY 25 DST money in the downtown. **Commissioner Connell** said he was fine with shifting the money around to make it work. **Commissioner Pederson** stated he wanted the marina finished. We need to finish what we started. **Mayor Burry** clarified that reallocating the money will get both things finished, and we still have one million dollars in the building, which we are not even talking about, we are just talking about a flip-flop of money. **Commissioner Berry** wanted to know where the 1.3 million dollars was going. **Commissioner Reisman** replied the 1.3 million dollars is for the downtown parking plan, and that is in the capital project. **CM Minner** added the 1.3 million dollars is FY 25 anticipated DST revenues and that will go towards downtown parking. The downtown parking project is defined as; needing professional services to design a concept for parking, and knocking down the old partnership building. We will need to examine the conforming and non-conforming existing parking spaces along Main Street and all the numbered streets, and we need better wayfinding signage throughout downtown. We need consistent, cohesive signage that is attractive and nice. We have some current attractive signage that says City Hall and public parking, but we also have some cheesy green signs that say public parking and in some areas there is no signage. Those are all the things that we are trying to knock out with 1.3 million dollars. **Commissioner Berry** wanted to know where that leaves the Downtown CRA money? **CM Minner** said they are sitting on $343,000 left because there was $43,000 unallocated. There was $343,000 left, but since they cut the John L. Johnson Park from this fund, they should have about $500,000 left in the Downtown CRA budget. **Commissioner Reisman** stated he would like to see some FSL grants. **CM Minner** wanted to verify that he wanted to see home grants. They have about half a million dollars to split. However, to confuse things more, they still have historic building redevelopment grants, home grants, and facade, sign and landscape grants. **Commissioner Berry** wondered where the other historic building was located. **CM Minner** said in general, when they drew the box there were eight multistory multi-use grants, and they spent three of the million. The question is whether they want to continue funding that or not. **Commissioner Pederson** questioned the home grants being funded by the Carver height CRA. **Commissioner Berry** said she was referring to the Greater Leesburg CRA, and she was open to splitting. **Commissioner Reisman** asked if they were still sitting on $250,000 for the historic building grants because they could pull that money to make it even larger. **CM Minner** pointed out that he said it wrong. It would be a split between sewer and electric. They had $250,000 left, but they talked about not doing that at all, so he would say they needed to put that back. So they have $250,000 left that is unallocated. If they want to split it in thirds between electric, water, and Greater Leesburg, or they could Kings X programs. **Commissioner Reisman** questioned if there had been any inquiries. **CM Minne**r said yes, he spoke with the representative from Ceatec Surgical, because they would like to do the building behind them now. However, he put that on hold because they have already received a grant. He thinks he will still move forward with his project. **Commissioner Reisman** thought he was just doing residential in that building. **CM Minner** stated he was putting in a commercial element as well. **Commissioner Reisman** said if they kept the $250,000 there, that would still leave them with a little over half a million dollars. **CM Minner** agreed, that would leave half a million dollars to play with for next year in Downtown CRA. They may want to bring in the other CRA commissioners to talk about this. **Mayor Burry** said if they do one, they may as well do them both. **CM Minner** recommended not doing it on Monday because they may need an hour for the Downtown CRA and another hour for Carver Heights. They could do it on a Tuesday or Thursday night. **Commissioner Connell** stated he preferred Tuesdays. **CM Minner** stated they would schedule a CRA budget meeting for sometime in August on a Tuesday. **Commissioner Pederson** asked for more clarification about what was happening with the Downtown CRA. He was referring to the sign, facade and landscape grant versus the home improvement grant. **CM Minner** said with the Susan Street project they are leaning towards a plan that puts 2 million dollars of U.S. Highway 441/27 CRA and half a million dollars of recreation impact fees to total 2.5 million dollars for additional funding, which gives about 7.25 million dollars, and they will go with the design-bid-build, process. With regard to U.S. Highway 441/27 CRA, he will schedule a meeting to discuss where they want to go with their money. That meeting will be scheduled prior to a regular city commission meeting. **Commissioner Reisman** asked if they started whittling down that project, would it affect the TDC grant? **CM Minner** answered no. **Commissioner Reisman** pointed out that they made a promise to the TDC to fulfill that contract. **CM Minner** replied that he wanted to change his answer because he did not think it would materially change. The two major points about the partnership with the county that we should be concerned about are; they want us to put some skin in the game, which this does, and secondly, if we whittle this project down to fit a 7.25 million dollar project, could that affect us with the county? And that answer is maybe. The county does not care what we build because they are giving us 2 million dollars to use for sports marketing, and we are using that money for rectangle sports at Susan Street and diamond sports at Sleepy Hollow. They are putting up TDC money because we are sports marketing Leesburg, which in turn helps Lake County. The hiccup to that giddy up, is the new provision in the contract. There is a claw back provision that says, if we do something that brings down the project to keep it on budget, which prevents us from bringing people into Leesburg, where we do not meet the futuristic definition of the parameters of the claw back, that can potentially affect us paying back money to the county. It is a little foggy because we do not have the definition of what the matrix is in the claw back provision because the county attorney's office did not want to define that in the contract, and that contract was approved on Monday. The county will approve that contract at their second meeting in August. We will then be tasked with defining what the measuring matrix will be for performance. He recommended to the TDC Committee that the claw back not be based on hotel stays, it should be based on events held. He asked that they not hold us to hotel stays because Lake County lacks hotel rooms, and they are always filled. If they did it based on that matrix, it sets us up for failure. That was why he recommended doing it based on the number of events held. If we were to hold so many events at this facility, it would attract people and bring in sports marketing. That is the type of claw back we are hoping for. However, we are not there yet. Speaking on behalf of the recreation director, he is of the opinion that we could potentially reduce field sizes. So, instead of installing rugby-sized fields, we could put football or soccer-sized fields. It would still be a good facility to draw people in, and it would hit that matrix. He knows there are risks, but he would not advise worrying about it right now. It has been put on the table because in three years he may have to come back and say they have to pay the county back. **Commissioner Reisman** remarked that it was sold to the TDC a certain way and if the county goes off the recommendation of the TDC board, that changes, and that was his concern. They need to convince the TDC board to redefine the measuring matrix for events held. **Commissioner Berry** wanted to know if attendance mattered or would it just be events held. **CM Minner** replied it would be the events held.

To recap, he continued to say that Susan Street has 2 million dollars from U.S. Highway 441/27 CRA and half a million dollars from recreation impact fees, which gives us 7.25 million dollars. With the wall concept, he would set up a meeting with the Carver Heights CRA. That fund has about one million dollars and there are two big items to discuss. One is the expansion of the home improvement grants and the other is the consideration of a wall. He will schedule that meeting sometime next month. With the John L. Johnson Park that is going out to bid, and that will be taken care of. With the gas department relocation project, they will shift $850,000 of ARP money and use 1 million dollars of DST money, which puts about $800,000 of unspent DST money back in the hopper. He would also schedule a Downtown CRA meeting for the same night they hold the Carver Heights CRA meeting. At that meeting they will discuss how to use the half a million dollars that is left to spend in that fund. The Downtown CRA appears to be leaning towards allocating 1.3 million dollars of DST money to the downtown parking project. **Commissioner Pederson** questioned the facade, sign and landscape grants versus the home grants. **CM Minner** stated it was in the Downtown CRA development. There was about half a million dollars of Downtown CRA funds that Commissioner Berry wanted to put towards implementing a home improvement program and Commissioner Reisman wanted to spend some of that money on facade, sign and landscape grants. **Commissioner Pederson** said that was brought up on Tuesday because the Downtown CRA already gives half the money to the CDC, and that money is being used for homes. We already split that money and give them half, so why would we take another half and put it towards more homes? **Commissioner Reisman** wanted to know if that money was used for homes that the CDC owns. **Commissioner Pederson** pointed out that it was used for the benefit of that community. They were already getting half, so he was confused by the other half. There was a division of money required by the lawsuit, so he wanted to know if he was missing something. **CM Minner** stated this was a conversation they needed to have with the entire Downtown CRA board because there are conflicts. Commissioner Pederson is of the position that he does not want to put any more money into the home program because the city already has a big contribution of $499,000, which is required by the lawsuit. Remember, the decree says we have to give half of the increment to the CDC, so Commissioner Pederson says, Kings X, no more money towards housing. He would rather spend the residuals in the

Downtown and Commissioner Berry wants to put that money towards housing grants. **Commissioner Berry** said she wanted the money to go towards the home improvement program because when the original program was voted on it was only focused on the Carver Heights Montclair area. She wanted this project for district one, which included the Woodland Park community. She wanted funds for forty-eight homes. She wanted to see how the project would work and if it was a success. She did not want to bore them, but she wanted to continue down this trail because in the CRA meeting she was told that she could not just concentrate on one area of the CRA and that it had to be divided across district one. However, for whatever reason, applications were given out in both CRAs. The information was presented and given out to residents on the east side of Leesburg in the Downtown CRA, which is on the east side of Pine Street. The residents submitted applications because they were under the impression that they would be considered in the first round of home improvement projects, so they were told they would be included in the next roll-out of grants. They are sitting on about ten applications that were previously submitted to the housing department, and they are now waiting to receive funds from this round. She feels they are owed the obligation due to the way it was presented, and they were told they would be included in the next round of money. This area is not located in the Carver Heights Montclair Area CRA. They are located in the Downtown CRA. They are now in a situation where people are looking to have their homes improved because they were told if they completed the application they would be considered, and now we have nothing to offer them. She does not know what else to say, other than there is no money. With it being ten houses, the costs could be less, but that would be a conversation that includes the city manager and the housing director. She would like to close out these applications, and next year during budget time, she would ask to continue the same process because there are other homes from the Newhill Road area to Childs Street that still need attention. It is only fair that they be offered that money. It was her understanding the payment that comes through every year to the CDC was due to the lawsuit. However, she did not know what the plans were for the CDC, but she hoped it would be used for improving district one. She asked the city manager if he had a breakdown of projects and if he knew what they were planning. **CM Minner** answered no. **Commissioner Pederson** mentioned that he was unaware of everything they were doing. However, he knows they build homes, rehab homes, and they purchased property on Pine Street. If we are going to offer home improvement grants for the Downtown CRA, it needs to be open to everyone in the Downtown CRA because there are a lot of homes throughout that area that need work. **Commissioner Berry** said she could only speak about the applications that were already given out and received at the housing department. She also agreed that this program should be offered across the Downtown CRA. If she had it her way she would ask for money to come from everywhere. If she could share money from the Carver Heights CRA she would, but they cannot do that. She did not want to just consider that block, but that was what happened. **Commissioner Pederson** pointed out that they needed to find out what the CDC was doing because he thought they were already doing something like that. **Commissioner Berry** said she only knows there were home improvement grant applications accepted and put on hold because they were not located in the Montclair Carver Heights Area. They were put in a different file for the next go round. **Mayor Burry** indicated that this program was funded through the Carver Heights CRA. **CM Minner** stated they created the home grant program, and they increased the amount each homeowner could receive, but it was only funded using Carver Heights CRA money. That meant they could only apply the program to the Carver Heights Area. They could choose to apply the same program to U.S. Highway 441/27 CRA, the Downtown CRA and the general fund, which would cover everything else not located in a CRA. **Commissioner Berry** wanted to know how they should handle it at this point, since there are people waiting on a list to have their homes improved and there are no funds available. **Commissioner Reisman** said he would be fine with coming up with a resolution, but wanted to know if they should discuss that at this point. **Commissioner Berry** said no, because she would like to discuss this with the CRAs. She just wanted to point out where they were, so when they discussed this, they knew it was based on what happened last year. **Commissioner Reisman** added that the fliers were passed out, and the expectation was set. **Commissioner Pederson** pointed out that they still need to ask the CDC about how they are spending their money. Tax returns are public records, but he believes there is transparency. He wanted to know what they were doing and what their plans were. **CM Minner** said he would have the CDC provide a presentation. **Commissioner Reisman** asked if that presentation would be made prior to the meeting or would they make a presentation at that meeting. **CM Minner** said he would ask. **Commissioner Pederson** clarified that he would like to know how that money was being spent. **Commissioner Berry** said as a commissioner she was willing to request that information, and she does not have a problem with asking. **CM Minner** said he would reach out to the CDC for that information since Commissioner Reisman would like to have that information prior to the CRA Workshop. **Mayor Burry** agreed it would be useful to know how they are spending their money prior to the meeting.

Water:
Moving on, **CM Minner** asked to cover the water, sewer, and airport funds. The water and sewer funds would be easy and there was some good news there. The water fund is in pretty good shape and there was nothing major to report on. They are sitting on about 14 million dollars, which is several million dollars above the reserve requirement and most of their expenses are the same. They are banking about $800,000. If everything goes as planned, that 14.4 million dollars will go up another $800,000, so they would have a little over 15 million dollars by the end of the year. The current projects being worked on have been internally shuffled around. It is all approved money, but it comes to them in the form of contracts and some of it has been spent and some of it has not. They are working within the budget parameters and the commission will approve all projects through the form of contracts. The biggest issue deals with the Turnpike Widening Relocation project because the state is in the process of widening the Turnpike at US 27. Referring to a map, he showed where Royal Highlands, Orlando Regional Center, BarKey and Lyden Nichols were located. If they were heading north or south on the Turnpike, that is where the state is widening the highway. They are adding a lane on both the north and south sides of the Turnpike. However, our water and sewer lines are in the way, so we have to move our lines so they can complete the Turnpike widening project. We estimate the water expenses to be about 2.1 million dollars. There were some savings from other projects so they adjusted the money around. We now have 2.1 million dollars stashed to move the lines, and we have no choice in the matter because it has to be done. The lines have to be relocated by the end of FY 25. **PWD Kelsey** said the state contractors have not started this project because our utilities have to be moved first. They cannot let their contractors begin until we are finished. **CM Minner** asked about the target date to have this completed. **PWD Kelsey** said it would be in the 2025 to 2026 time frame. **Mayor Burry** stated it would come up pretty quickly. **PWD Kelsey** said the project was programmed for this fiscal year and the state's fiscal year starts in July, so they need to execute a contract before the end of this fiscal year. **CM Minner** asked for more clarification on the date. **PWD Kelsey** said the drop-dead date was July 2025. **CM Minner** emphasized that the city has to have the water moved by July 2025.

The next project covers the Highway 27 Main Upgrade, and the upgrade covers the water main from Middlesex to CR 48. It will help widen the straw and get water down to South Leesburg. That should be going out to bid in the next month or so. With the Highland Lakes Storage Tank project, they had to do some shifting around. They budgeted three million dollars for that project, but it came back under budget, so they shifted that money. That contract has already been approved, and they are moving forward. Next is the Water Fluoride Project, and that project has already been approved, and they are moving forward on that. Now, with the Main Water Treatment Plant, that main generator blew up and no longer works. They will see part of this included in the fleet fund. They had to make an emergency purchase for a new one and that is in procurement, and they will be getting bids to purchase the generator quickly. When the purchase comes forward, they will come back to the commission post facto to approve the purchase under the emergency spending clause. They do not want to waste any time since that generator needs to be up and running. That covers the projects being worked on under the water fund. For the future, they will not add a lot of big projects, because they have a pretty big task list now. Hence, one of the reasons why they were throwing some money back into the hopper to repair stuff. There will be CIP increases in the rates as they have been doing every year. **Commissioner Pederson** inquired if it was water, where over the last couple of years they talked about rates being under the rest of the market. **CM Minner** answered yes. **Commissioner Pederson** asked if now was the time they should be talking about that. **CM Minner** said they would probably end up hitting people with electric, so, right now was not the right time to cover water. They could kick that can down the road.

Wastewater:
When it comes to sewer, they may not be able to kick the can. However, there was some good news potentially in sewer. Referring to a chart, he explained that looking at the cash reserves, they may think there was a ton of money. However, there is not a lot of money. The yellow area in the chart shows bond money and

once the plant is completed in the middle of next summer, that yellow area will be gone. They needed to focus on the green area of the chart, which is cash. He noted that they are ticking down on stuff that needs to be fixed. However, months ago, Dewberry came to us saying there was a state revolving program. He believed it was American Recovery Act money that was shifted out. They called it different stuff, and the SAHFI grant was for hurricanes. Anyway, about two years ago, Dewberry came to us and said there was money floating around, and we needed to go grab it. We completed the application, and turned it in. On June 26th, we were notified by Dewberry. They said if we did that paperwork we should get the money, and it would supplement appropriations for hurricanes. Long story short, we are on the cusp and we are not counting it. It is still a bird in the bush for about 20 million dollars. It was shaped in the form of a state revolving fund, so even though they are calling it a state revolving fund, we would not have to pay it back, it would be forgiven. He is in the middle of working with the public works director and the finance director to get the paperwork in, which is due by July 12th. We should know something in about ninety (90) days about whether we will get the money. If we get that money, we will bank it. If we bank it, the projection will not drop as badly, and it will help us re-evaluate rates, because the finance director is already yelling because we need to raise rates. However, he wants to kick the can because we need to see what happens with that 20 million dollars. If we get that 20 million dollars, we may want to refinance the sewer debt, but right now we will not do that because we are getting the debt covered. It would give us some good money to start looking at some other improvement projects. That was the big news in sewer, and everything else was pretty much the same.

The current projects are the Force Main from South US 27 (Royal Highlands). They are currently digging it up and relocating it. The Turnpike Widening Program is the same thing on the sewer side, and it will cost about 1.5 million dollars. The Lift Station 72 project is underway, and we are about three months away from wrapping that up. He showed a design for the South Corridor Force Main Bypass and the public works director is working with Jones Edmonds on that. They also have the Main Wastewater Treatment Plant generator project. The Turnpike expansion and the Wastewater Treatment Plant should be wrapped up by the summer of 2025. We are net neutral on that, so our reserves should stay stabilized with all things considered, and we will be doing the CIP increase on the rates.

<u>Airport</u>:
The airport is financially solvent. In fact, they have a lot of money and when we close the deal on the property, that will go up another 2.25 million dollars, so they will be sitting on 7 million dollars. Referring to the current capital projects for the airport, there are a ton of things going on, and they have been working extremely closely with the airport advisory board. They have about 9 million dollars worth of projects. There is over 7 million dollars coming from the state and .5 million dollars is coming from our pockets. We are working on phase one of the taxiway, which is the site work for the hangars. The bids had just come in so he did not know the numbers, but he believed it was good and Bulldog got it. Once the site work is done, we will begin building the first hangar. The fuel farm covers the design and construction and if they put the numbers together, it is a significant project for the airport board, and we have the money for it. The taxiway construction covers taxiways Delta and Alpha. With Veterans Road, they are still working on it. As they may recall, the agreement we had had blown up, but it was an important project because that is another area where we can add four commercial hangars, plus the airport board still wants to move forward with that. They also have the environmental assessment stuff. Those are the current projects, and they will not hit the cash graph too badly. We think we should be able to get all that done, and they will shift to building more hangars. At this point, the airport manager has her plate full, and everything else at the airport is pretty copacetic. **Commissioner Pederson** asked about the airport cash reserves chart. He thought the first one was the development by Cracker Barrel. **CM Minner** said it was Veterans Road. **Commissioner Pederson** continued by saying with taxiway phase one, he thought it was typically funded by FAA grants. **CM Minner** said yes, and that was buried into it. The airport has all the projects that received grant money, and we only have one and a half million dollars of it spent. We are getting 2.7 so we are up to two and down one, so we are sitting at six and all the projects are funded. So, we are still sitting on 6 million dollars to start building some other hangars and the fuel farm, if it needs a little more. The airport is sitting pretty well, and they are accomplishing what the airport board wants. **Commissioner Pederson** stated what they were doing at the airport was great. When Commissioner Reisman was on the airport board, he got him involved, and the airport

manager did a wonderful job. He could not have been more excited about what was happening at the airport.

<u>Solid Waste</u>:
Continuing, **CM Minner** said solid waste has kind of taken a little bit of a hit. There has been a slow drain of cash so they are a little bit below their reserve requirement and this is the first year that he will recommend doing the consumer price index (CPI) adjustment to the rate. The CPI adjustment would be about 3% at the rate of seventeen and some change, and they will still have a competitive solid waste rate. Having said that, everything in solid waste looks about the same. Civic funding needs to be revisited because they could probably scratch the Melon Patch Theater and, with the partnership with The Chamber, they now receive their money from Bikefest, so that one is out. Civic funding is down to just funding the Center for the Arts, the CDC, and the cemetery. **Commissioner Berry** questioned what two cemeteries those were. Were they Lone Oak and Ferguson? **Mayor Burry** said it was Lone Oak and Shady Oak Cemeteries. **CM Minner** commented that he has received complaints about Shady Oak Cemetery from time to time, and they have to get stuff fixed. Also, there was an expense for a grave marker that cracked. **Mayor Burry** asked if the CDC grant basically covered the cost of the Gala. **Commissioner Reisman** wanted to know if that was the festival. **CM Minner** said yes.

<u>Stormwater</u>:
Continuing, **CM Minner** said stormwater was trudging along and there were no significant changes to the fees. They are currently sitting on about 4 million dollars. There are a few improvement projects, one being the Lake Robinhood pond, which is located behind the South Plaza where Save A-Lot is located near the Stock Subdivision. The South Street improvement project will tackle flooding in that area. That project is located east of Circle K and south of Dixie. **Commissioner Reisman** asked about the Stock subdivision project and if he could get with him on it, so he could let the residents know the status. **CM Minner** said yes. That project will be in the next fiscal year and once it is approved they will start moving into design and that kind of stuff. **Commissioner Reisman** commented that he likes the Fountain Program because it is aesthetically pleasing for the city. **Mayor Burry** agreed. It looks good.

CM Minner stated this would be a good point to stop. There will be one more budget session scheduled to cover the rest of the funds. They will schedule a meeting for the Carver Heights Montclair Area CRA and the Downtown CRA. They will also schedule a U.S. Highway 441/27 CRA meeting to be held right before a regular commission meeting. **Mayor Burry** asked if he was shooting for next Tuesday to finish this. **CM Minner** explained that city staff would reach out to get the meetings scheduled. **Mayor Burry** said that would be good. **CM Minner** wanted to inform the commission that he would be taking off the first week of August. **Mayor Burry** mentioned that with the information being fresh in their minds, it would be good to get it done soon. **Commissioner Pederson** asked if it was too much to cover the two CRAs and wrap up the budget in one night. **CM Minner** said for the Carver Heights and Downtown CRA they would need an hour each. **Mayor Burry** said if they could do it next Tuesday that would be great because he would like to get this finished. **Commissioner Reisman** stated Monday or Tuesday works for him. **CM Minner** asked if they wanted to schedule the meeting for Monday because it was already blocked out, and they canceled the other meeting. **Mayor Burry** said either day, Monday or Tuesday of next week worked. **CM Minner** stated they would schedule the budget workshop for Monday, July 15th. **CM Minner** added before concluding the meeting he wanted to thank the budget director and department head team for another good budget year. They all did an amazing job, which makes him look good. **Mayor Burry** mentioned that he told the budget director the other night that he wanted it made public because this was the first budget where he saw big ticket items starred and detailed, which made it easier to go through. It also helped, so they did not have to spend time asking a bunch of questions.

3. ADJOURN:

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

THE MEETING.

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

With a motion by Commissioner Reisman and a second by Commissioner Berry, the meeting adjourned at 7:24 p.m.

AGENDA MINUTES
CITY COMMISSION BUDGET WORKSHOP
CITY HALL, 501 W MEADOW STREET
MONDAY, JULY 15, 2024 5:30 PM

1. CALL TO ORDER

The City of Leesburg Commission held a budget workshop meeting on Monday, July 15, 2024, 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, Deputy City Manager (DCM) Hicks, Finance Director (FD) Jim Williams, City Clerk (CC) J. Andi Purvis, 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. FY 2024-25 Budget Workshop Schedule

A. Pension Trust Funds:

Police Pension
Firefighter's Pension
General Employees' Pension

Internal Service Funds:

Health Insurance
Workers Compensation
Fleet Services Fund

CM Minner stated this meeting finishes off the FY 25 budget workshops. They will go over a couple of internal funds that include the pension funds, health insurance, workers' compensation, and the fleet fund.

PENSION TRUST FUNDS:
With pension funds there are three funds; general employees (which was frozen), police, and fire. The funding ratio means the ratio of all liabilities, and it is the mark they want the funds to sit at which is 80% or above, and all these funds are in pretty good actuarial shape. The police fund sits at 85%, the fire fund sits at 83%, and the general employees sits at 94%.

Police Pension:
There are four ways the police pension is funded. The first is the insurance premium tax or state tax that is paid on your cell phone. There is a premium tax paid on your cell phone bill which goes to funding all police pension funds. There is an employee contribution of 5% of their earnings, and that was negotiated through the collective bargaining agreement (CBA). Then the city kicks in the rest, and the city kicks in the lion's share of the funds. Last is the interest earnings itself. With all that, everything gets put into the hopper, and they have the actuaries' reports. **Mayor Burry** asked about miscellaneous interests in FY 23-24 at $1,140,000 and then in FY 24-25 it was $940,000? **CM Minner** replied it is based on the market. **Mayor Burry** wanted to know why they were projecting the return to be worse this year. **CM Minner** replied that was the projection. **Finance Director (FD) Williams** added that it follows the market fluctuations with the investments, so it is not exactly just interest, it includes the market value of investments, and that goes up and down every year. Some years they show a loss and others they show a profit. **Mayor Burry** wondered if they were guessing more conservatively? **CM Minner** responded yes. There have been better years, and we have had significantly worse years. **FD Williams** commented that they budgeted the interest to go down across the board. **Commissioner Berry** asked about employee's contributions. **CM Minner** answered that employees contribute 5% of their salary. Remember this was negotiated through the CBAs and the city kicks in the rest. As an employer, our contributions have steadily risen and the primary reason for that is the increases in salaries. They will see another increase in officers this next year, so that will continue to go up. There have been a few significant pension changes in the police pension fund, but he cannot tell them what they were off the top of his head. One factor was the increases from a couple of years ago when they matched other police departments. Overall, we are average and comparable with other police pensions in other municipal corporations for benefit plans.

Fire Pension:
The fire pension is similar. Again, there is an insurance premium tax paid through your homeowners' insurance. That money is collected by the state, and is issued back to the fire pension funds. Referring to a chart, he showed the interest earnings, employee contributions and the employer contributions. This one is a little bit more, and it is not quite an increase as far as contribution growth goes.

General Employee's Pension:
The general employee's pension fund has been retired. We are contributing more to this fund than required with the hope of getting that fund closed down and if we lose some earnings there, it will go down. We will continue to put in a little more than what is required. We looked at stopping this to help the general fund a little bit, but of the one million dollars that was put in there, about $200,000 of that came out of the general fund. Remember this is a closed fund and the general employees cover everyone other than fire or police. However, this is only for those employees who were working here prior to October 1, 2008. That was when they closed that plan. That plan is doing pretty well, and we are starting to see the benefits of it being closed. It has taken the city about fifteen years to see it be less of a financial burden as a whole. However, this pension fund is hanging around okay. **Commissioner Berry** inquired about the number of employees left on that fund. **CM Minner** replied there are between one hundred and two hundred people who participate in that plan. Anybody who was hired after that magic date is not part of this plan.

INTERNAL SERVICE FUNDS:

Health Insurance:
The health insurance fund is struggling a little bit and that is solely related to claim exposure. Referring to a slide, he showed the cash reserves being under the requirement. He would most likely come back to the commission in the next few meetings to propose how they will firm this up.
Our stop gap insurance has increased about 8%, and he would recommend that they move some general fund cash to this fund. The actuary also said we should increase our rates to the neighborhood of 10%. However, at this point he would not recommend doing that yet. Referring to a slide, he pointed out where the city has been as far as employer and employee contributions. Obviously, employer contributions are the lion's share of that fund. A few years ago, we started closing the gap for retirees who participate in this. He has been trying to push that liability out, but our rates have gone up. We have fewer retirees there, which actually lowers our exposure. Referring to a chart, he showed where the city was as far as claims. Last year, we needed to hang out around half a million dollars with claim payments per month. This year we hung out in that area outside a blip in the fall, and we just recently started going back up. Last year we saw a big jump around the same time period, but he did not think those jumps had anything to do with each other, other than coincidence. However, we have had some significant claims that were over one million dollars.

Referring to a chart, he showed the employee insurance rates. There are four tiers of plans; employee only, employee spouse, employee child, and employee family. He showed them the amounts and how they split them up. Essentially, the employee only pays $65 and the rates are modified by each tier, but the city picks up most of that cost. For example, if we were to increase our rate by 10%, the employees would pay that 10%. However, it does become an additional couple of hundred dollars for employees. He recommended just watching this for now, and it might be something to look at next year depending on where losses go. Next year they may have to ask the employees for more money. **Commissioner Berry** questioned how often the city changes or researches for better insurance offers. **CM Minner** responded that the city is self-insured, so instead of going out in the market, we encourage employees to go to the Health Care Clinic. That is where we can control doctor and prescription expenses. Then, based on our claims' exposure, we bid those numbers out on an annual basis. So, if the employee goes outside the health clinic and participates in one of the other plans, those numbers are checked annually. Then we address what we charge ourselves based on our exposure loss. We look at that on an annual basis and for the last couple of years we have been kicking the can down the road. Right now, the city is absorbing that cost, but this is one that is overlooked a lot at the employee level. If we started hitting employees with a five or ten percent increase in health care, especially if they are on the family plans, that would really cut into the employees' annual COLA. That is why he was hesitant to say increase, so we will see where we are with losses next year. They will continue to watch this and report along the way. **Commissioner Berry** wanted to know the percentage of employees that utilize the clinic? **CM Minner** said about 70% of the employees utilize that. They also have a good window for walk-ins. The employee's utilization of the Wellness Center has been pretty good, and we also have a good doctor there, too.

Workers' Compensation:
Continuing, **CM Minner** said the workers' compensation fund has had some problems over the last couple of years. If they remember, there was a problem, so they shifted health care money over to stabilize this fund. It is now stabilized-ish, but it is not in any position to help cover the health insurance fund like it did in the past. The general fund would be the fund to help stabilize it. However, there is nothing really significant to talk about here. **Commissioner Pederson** said he noticed the workers' compensation fund spiked identical to health insurance. Was that related? **CM Minner** answered no, but they would start watching that. It does seem that in the April to May time frame we get those claims.

However, there was no identifiable connection.

Fleet Services:

Replacement Vehicles:	
Police (8 Vehicles)	$438,500
Water (Generator)	$400,000
Wastewater (3 Vehicles)	$184,000
Solid Waste (1 Truck, 1 Automated Truck	$436,000
Public Works (3 Trucks)	$171,000

With fleet services, they talked about the reduction in cash and the primary reason was to get back to 100%. We take a vehicle and depreciate it throughout its life. The life expectancy divided by the cost is the lease payment that the department would pay to equal 100%. Right now we are paying 75% of that formulaic approach. Referring to a chart, he showed how they value cars on a scale every year. On the point scale, when a vehicle hits thirty-nine, that is the point when we say the car needs to be changed out. However, they will examine that a bit closer. With our aging vehicles, we have been moving slower to change cars out because expenses have increased. Hence, the reason for keeping everything moving and increasing the fleet lease, which hopefully, puts more cash back in. Doing that should allow us in out years to be more aggressive about changing our cars. Referring to a slide, he showed the purchase list that included eight police vehicles. The water generator will come off the list because that ended up being an emergency expenditure. That purchase will come before the commission at one of its next few meetings. **Commissioner Berry** asked out of curiosity how they determine which fleet leasing type of cars they use. Does someone give the overall best price? **CM Minner** answered they would examine the vehicles on an annual basis. The fleet department reviews that now, and they rate the vehicles based on usage and mileage. That is how we get that rating number and that vehicle will receive a rating of one to whatever. One being the best and one hundred being horrible. When a vehicle hits thirty-nine, that is when we say the car needs to be changed out. Typically, we go a little more than thirty-nine before we start changing stuff out. As far as purchasing and depending on what type of vehicle it is, that number varies a little bit. We do use state contracts, and we also spec out and bid on different cars. With the police interceptors, there is a state contract so we use the best state contract price and do something like that. If it were a fire truck, we would go out to bid. **Mayor Burry** said he remembered there being some kind of problem with the fleeting process when something came due earlier. **CM Minner** believed the problem being described was when and when not to change out a vehicle. There are internal arguments over the ambiguity of what a thirty-nine is, and if we should or should not change it out. The only internal issue we see is when a department wants to change out their vehicle/vehicles sooner than management says we should change them. What we want to do is make sure everybody has equipment that is safe while making sure we are not overspending. We need to make sure that the lease price is not over taxing our funds so we can keep enough money. Those are moving targets and they will be addressed. **Mayor Burry** agreed.

In closing, **CM Minner** said his office will be contacting them about setting up some CRA meetings, because there are a couple of loose ends they need to tie up. They made some big changes to the CIPs at the last meeting, so they need to schedule a couple of CRA meetings. He will come back at the regular meetings to provide feedback about where they should go as far as US Highway 441/27 CRA. They shifted some money over to the Susan Street project, but there is other money that could be spent. As time allows at the regular meetings, he would slip some budget reports in so they could have a conversation in their regular capacity on US Highway 441/27 CRA. The only variance for meeting at a regular meeting for US Highway 441/27 CRA is because they are the only members of that agency. There are no other members, as opposed to the Carver Heights and Downtown CRA. **Mayor Burry** asked if there were any other questions. There were none.

3. ADJOURN:

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

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

With a motion by Commissioner Reisman and a second by Commissioner Berry, the meeting adjourned at 5:50 pm.

AGENDA MINUTES
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, AUGUST 12, 2024 5:30 PM

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, August 12, 2024, at Leesburg City Hall. Mayor Burry called the meeting to order at 5:31 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, Deputy City Clerk (DCC) Anna Rottermond, the news media, and others.

INVOCATION

Mayor Burry took a moment of silence to remember Master Deputy Bradley Link. He was a brave Lake County Sheriff's Deputy who was ambushed at a home in Eustis on August 2, 2024. He asked that everyone keep him and his family in their prayers. He then 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. Leesburg Lightning FCSL Championship

Mayor Burry read a proclamation proclaiming the achievements of the 2024 Leesburg Lightning. He commended the determination and teamwork they displayed en route to winning the FCSL Championship. He thanked them for being great ambassadors for the City of Leesburg and encouraged everyone to support our home team in the upcoming season. Let's go Bolts!

3. PRESENTATIONS:

A. Susan Street Project Update - Halff

Before moving into the Susan Street Project, Mayor Burry showed a video which provided an overview of the new School Zone Speed Camera Program. This program went into effect on September 10, 2024. The video can be viewed on the City of Leesburg's website under the police department's page.

Recreation Director (RD) Travis Rima said they have been working on the Susan Street project for over a year even though it has been discussed a lot longer than that. They were now starting to see light at the end of the tunnel, so he asked Martin Steffan with Halff to come in and do a brief presentation to show where they were. He asked the commission to provide directions if they wanted to make any changes. He would like to move forward with a 100% design so they can get the bid process started.

Martin Steffan, on behalf of Halff, said he wanted to provide a quick overview of the design. They did change the entrance a few times, because it is now coming in off 14th Street. He showed a rendering of the main entrance which has been completely redesigned. It has a nice boulevard entrance with a welcome to Leesburg sign. The sign will look similar to the one at the Aquatic Center, and it will include some flashing beacons. There will be five rugby fields throughout the complex. He showed one field being full synthetic. They envisioned that field being used for tournament play. Referring to the slides, he showed the other four fields and the buildings. One of the buildings will be restrooms and the other one will be used for concessions, a ticket area, and a locker room. To the left of the field there will be a grand stand and press box, which will match the architecture of a shipping container. It will be similar to the Crate Village in Wesley Chapel. They are currently working with them to come up with a design, but all the architecture will match, and it will be wrapped to reflect Leesburg. He showed an aerial shot of the park which included the two shipping container buildings and a common area to include food trucks. He showed a picture from the opposite angle of the main entrance.

Lastly, referring to a slide he said in the fall/winter of 2023, they kicked off this project, and they have been working diligently with the recreation director and his staff to come up with a design that reflects the highest and best use for the site. In the spring/summer, they continued to refine the site to fit within the budget, which included the new entryway. They will continue to evaluate additional funding sources. They will apply for additional funding sources later this year. There are a couple additional site requirements that they are working on at that site. They will continue to work with the city to develop some creative solutions. Today, Halff finished with the site plan. We are filing for permits with the Water Management District and FDEP. Once we receive final plans for the lighting and shipping containers, they will pass this off to the city. Right now, Halff is penciling down waiting for comments from permitting agencies. They will then move forward with filling out additional funding applications to help alleviate some budget constraints. **Mayor Burry** asked if there were any questions. There were 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.

Casey Ross of Rose Family Fabrications, 723 East Main St, Leesburg, said he was a father of three girls; six, four and one, who was born last Thursday. He has a small business located within the city limits. He is the sole provider for his family. Every day has been a struggle with the cost of groceries, gas, and rent, but he wanted to do everything he could to give his family the best possible life. He hoped that whoever was in charge of making decisions about placing a manufactured home and a well on this property would allow them the chance to find their version of the American Dream without adding unnecessary financial hardships. He was having a difficult time making sure they had enough to build on their property due to the inflation of material costs and the increase of interest rates by the federal government. If they are forced to connect to city water that is located one hundred and sixty-five feet away from their property line, along with the additional $50,000 they would have to pay in order to get a modular home due to the in-place city ordinance, it would make their dream of having a place of their own next to impossible. He was told by the utilities department that the best they could do was waive impact fees to connect to city water and, by city zoning, the reason they cannot get the most affordable option of having a manufactured home on two acres of property located near Morrison Road is because it is not in a manufactured home park. Their property is on an unmaintained dirt road that is on the border of Lake County and the City of Leesburg limits. This property is located in district four. This property is not visible to anyone but the two neighbors, because they have to drive through a shared easement and neither neighbor is connected to city water. They have their own wells. **Mayor Burry** inquired about where Morrison Road was located. **Mr. Ross** explained it was located at the end of Main Street. If they take a right at the curve, that is the dirt road. It is where the Minute Press used to be. **Mayor Burry** wanted to confirm it was located near Sunnyside. **Mr. Ross** agreed. **CM Minner** said the city would get in touch with him. He received his email about two weeks ago, but he was out on vacation last week. He would refer to planning and zoning, and they would be in touch. **Mr. Ross** wanted to know if he should expect an email. **CM Minner** said they would call him.

Joel Padilla of 1632 Sterns Drive, said there have been big problems within the Overlook at Lake Griffin community. People have been killed. They hear and have seen gunshots being fired and drugs are being distributed and sold. The homeowners' association keeps referring him to the police department. He has contacted the police department, but they are not getting anywhere. The police will make a quick drive through the area. When they see stuff going on, they will not get out of their cars. On his property alone, a gentleman has been arrested four times for trespassing. This gentleman threatened his family out of nowhere, so he called the police department to have them come out and arrest him. However, the response he received was if they did not witness the gentleman threatening him, he would not be arrested even though it was all caught on his cameras. He also spoke to the district attorney about prosecution, and they told him if he had videos showing he was trespassing, then he should be locked up. The process is getting really tiring. He retired to this area about eight or nine years ago because at that time it was a quiet neighborhood. Then things started changing because it had been left unchecked. He spoke with Chief Hicks when he was the police chief about this situation. He also invited law enforcement to park on his property, and he gave access to his cameras to help get this problem solved. He has lived here for nine years. He has children who he does not let play in the front yard. If they were to go play in the front yard, it could be a disaster because something may happen. On December 13th of last year, he went outside to pick up a Walmart order, and he witnessed a gunfight right in front of him. This is getting out of hand and no one is helping. The homeowners' association points one way and the police department points another. He reached out to the police department about two or three weeks ago. He left voicemails with no returned calls, nothing. On the right side of his house, his property is extremely elongated. There are people parking on his lawn in the early hours of the night between two and three o'clock in the morning. They wait there for someone to bring them drugs or something along that line. This does not represent what the community or what the City of Leesburg is about. When he first moved here it was not like this, and it will keep getting worse because it goes unchecked. There was a young man shot in the front of his driveway about a month or so ago. If there were better police presence, that might not have happened. He was there asking the commission to help with this situation. He had already sent emails, and he was there because the mayor invited him to come speak about this issue. He was unsure which district this was located in, but something needed to be done before another person gets hurt. He does not feel safe in his neighborhood. **Commissioner Berry** asked if he would state his address. **CM Minner** said it was 1632 Sterns Drive. **Mayor Burry** pointed out that this was happening in the Overlook at Lake Griffin subdivision, which is located behind Walgreens off of Picciola Road. **Commissioner Pederson** mentioned that during the budget workshops they approved hiring twelve more police officers. **Mr. Padilla** said he appreciated the commission approving that, but there are situations where the police show up, but they are not doing anything to address the problem. When police officers patrol the neighborhood and see something happening, they do not stop to address the situation. They just keep on rolling. So, what is the use of having them when the police officers are not present? They show up after the events have occurred, and their investigation skills are not up to par. They will come up to a resident's house knowing they have just witnessed somebody being shot. They will ask them in front of everyone in the neighborhood, if they saw something. They will also ask to see cameras in front of everyone instead of asking about it quietly. The police could easily reach out to residents in private, so it does not put that family at risk. They have kids that live there, and those kids go to Leesburg High School, Carver Middle School, Beverly Shores, and Fruitland Park. Right now, it is not a ghetto community, but it will turn into one if this is not checked. There are plenty of videos online showing cops rolling by without stopping when they see something happening. They can roll through a neighborhood, but unless they stop and make their presence felt or address certain situations like loitering or people smoking weed outside or anything else, then what is left? **Commissioner Pederson** said he appreciated him coming to the meeting. The police chief was present at the meeting, and he was sure he heard this loud and clear.

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

Mayor Burry informed the audience that consent agenda item 5.C.5, had been withdrawn. It was for the development known as Arbor Park, Phase 1. There is no need to pull that item because it will not be discussed at this meeting.

Items pulled for discussion:

5.C.2 - Execution of an agreement for School Resource Officer (SRO) services to be provided to Lake County School Board - Leesburg Schools for the 2024-25 School Year starting in August 2024
5.C.4.a - Execution of Amendment 1 to Public Transportation Grant Agreement FM No. 438449-1-94-1 for the purpose of adding additional funding for construction of Phase 1. Aircraft Hangar Buildings and associated taxilanes project at Leesburg International Airport
5.C.4.b - Execution of a Task Order with Avcon, Inc. for construction oversight services for Phase 1 Hangar Infrastructure at the Leesburg International Airport
5.C.4.c - Execution of a construction services agreement with Bulldog Sitework, LLC., for Phase 1 Hangar Infrastructure project at the Leesburg International Airport
5.C.11 - State Revolving Fund Loan Program; making findings; authorizing the Loan Agreement; establishing Pledged Revenue; designating authorized representatives
5.C.12 - Execute an amendment to the Agreement of Purchase and Sale between the City of Leesburg and Blurock Development, LLC., to extend the governmental approval period and closing date and reduce the purchase price by $150,000

Commissioner Reisman moved to adopt the Consent Agenda except for 5.C.2, 5.C.4a, 5.C.4b, 5.C.4c, 5.C.11 and 5.C.12, 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 July 22, 2024

B. PURCHASING ITEMS:

1. None

C. RESOLUTIONS:

1. Resolution of the City Commission of the City of Leesburg, Florida hiring Gray Robinson Attorney's Advisors Consultants to Represent the City of Leesburg before the State of Florida on issues related to the Executive and Legislative Branches of Government; and providing an effective date.

ADOPTED RESOLUTION 11,862

2. Resolution of the City Commission of the City of Leesburg, Florida, Authorizing and Directing the Mayor and City Clerk to execute an agreement for School Resource Officer (SRO) services to be provided to Lake County School Board – Leesburg Schools - for the 2024-25 school year starting in August 2024; and providing an effective date.

ADOPTED RESOLUTION 11,869

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 Berry seconded the motion.

Mayor Burry requested comments from the Commission and the audience.

Commissioner Berry said there were four school resource officers selected. She wanted to know if Carver Middle School could be considered as well. **Mayor Burry** commented that the Lake County Sheriff's Office covers that school. **CM Minner** pointed out that all schools are covered. Historically, there were school resource officers located at all schools, but Carver Middle School is covered by Lake County. **Police Chief (PC) Iozzi** explained, historically, we had all the schools, but there were some contractual issues many years ago, so the sheriff's office took over all the schools. When we initiated working in the schools again, the Sheriff's Office wanted to retain the middle schools. **Commissioner Berry** wanted to verify that Carer Middle School would have a resource officer. **CM Minner** remarked that the school resource office for Carver Middle School would wear a green uniform instead of a blue uniform. **Commissioner Berry** said she just wanted to confirm that someone would be in that school for interaction within the community. She wanted to know if there was an officer in place. **PC Iozzi** said he anticipates a time when they will be in the middle schools as well, but retention and recruiting are variables that come into play too. **Commissioner Berry** stated that was her focus, because she wanted relationship building for the kids. They need to see someone that they can relate to on campus and as well as in the neighborhood. They need to establish some type of report of who lives where if there are any issues. **PC Iozzi** agreed. **Mayor Burry** asked if there were any further questions. There were none.

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 resolution.

3. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Ring Power Corporation, for the purpose of granting the City an Easement over the property described therein; and providing an effective date.

ADOPTED RESOLUTION 11,863

4. Resolutions authorizing execution of Amendment 1 to FDOT Public Transportation Grant Agreement 438449-1-94-01, execution of a Task Order with AVCON, Inc., for construction oversight, and execution of a construction services agreement with Bulldog Sitework, LLC, for Phase I Hangar project at the Leesburg International Airport; and providing an effective date.

a. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute Amendment 1 to Public Transportation Grant Agreement FM No. 438449-1-94-01, between the City of Leesburg and the State of Florida Department of Transportation, for the purpose of adding additional funding for construction of Phase I, Aircraft hangar buildings and associated taxilanes project, at the Leesburg International Airport; and providing an effective date.

ADOPTED RESOLUTION 11,870

Commissioner Reisman introduced resolutions 5.C.4a, 5.C.4b, and 5.C.4c to be read by title only. CC Purvis read the resolutions by title only.

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

Mayor Burry requested comments from the Commission and the audience.

Commissioner Reisman asked the city manager to provide a brief overview that shows we are not spending general fund money on this, since it is coming out of airport revenues. **CM Minner** said a primary objective of the airport advisory board and the city commission was to build additional hanger facilities. They identified an area at the airport across the street from Jenkins and Kia, just east of Wilco. It is located at almost the center of the airport on U.S. Highway 441. That area has the most available space for the development of hangar space. The plan, ultimately, is to have two t-hangars and two corporate hangar rows. The first phase of the project is to develop the site. They need to get the pads ready for construction, so the 1.8 million dollars readies the acreage to put up the facilities later. The subsequent agreements include a grant agreement for funding of 1.6 million dollars from the state and the second agreement is a construction services agreement with Avcon, Inc. to monitor the construction and inspect it while it is happening. The third resolution is for the execution of the contract for construction with Bulldog for 1.8 million dollars and the rest of that comes from the city, the delta to get the site readied and prepped. Once that is done, they will move into the bid phase to start building the facilities as grant money and cash become available at the airport. **Mayor Burry** asked if there were any further questions. 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.

b. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Task Order with AVCON, Inc., for construction oversight services, for Phase I Hangar Infrastructure, at the Leesburg International Airport; and providing an effective date.

ADOPTED RESOLUTION 11,871

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

Mayor Burry requested comments from the Commission and the audience. 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 resolution.

c. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a construction services agreement with Bulldog Sitework, LLC, for Phase I Hangar Infrastructure project, at the Leesburg International Airport, for an amount not to exceed $1,849,637.13; and providing an effective date.

ADOPTED RESOLUTION 11,872

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

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

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 resolution.

5. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Electric Service Agreement between the City of Leesburg and Garden Street Communities Southeast, LLC, regarding electric service to a development known as Arbor Park, Phase 1; and providing an effective date.

This item was withdrawn and removed from the agenda. It was not heard or discussed. It will be rescheduled for a future meeting.

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

ADOPTED RESOLUTION 11,864

7. Resolution of the City Commission of the City of Leesburg, Florida authorizing the termination and release of the Participation Agreement for

the Final Phase III Solar Rate Commitment between the City of Leesburg, Florida and Florida Municipal Power Agency; and providing an effective date.

ADOPTED RESOLUTION 11,865

8. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Leesburg Police Department to apply for and, if awarded, accept an Edward Byrne FY 2023 (2024) Countywide Solicitation Grant from the U.S. Department of Justice (JAG) to defray cost for Forensic RFID Blocker systems for the proper storage and protection of electronic devices seized as evidence; and providing an effective date.

ADOPTED RESOLUTION 11,866

9. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Leesburg Police Department to apply for and, if awarded, accept a FY 2024-25 Drone Replacement Program Grant from the Florida Department of Law Enforcement (FDLE) to pay costs associated with the replacement of non-compliant drones (sUAS) currently in department inventory; and providing an effective date.

ADOPTED RESOLUTION 11,867

10. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement for Utility Construction between the City of Leesburg and Integra Isles, LLC.; and providing an effective date.

ADOPTED RESOLUTION 11,868

11. Resolution of the City Commission of the City of Leesburg, Florida, relating to the State Revolving Fund Loan Program; making findings; authorizing the Loan Application; authorizing the Loan Agreement; establishing Pledged Revenues; designating authorized representatives; providing assurances; providing for conflicts, severability; and providing an effective date.

ADOPTED RESOLUTION 11,873

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 Berry seconded the motion.

Mayor Burry requested comments from the Commission and the audience.

Commissioner Reisman asked the city manager to provide a brief synopsis. **CM Minner** said the 19 million dollar state revolving fund loan is actually a grant, but they are calling it a loan. The money stems back to the federal government and its purpose was to fix infrastructure around the nation. We found out about this program this past winter/spring. It was made aware to us by Dewberry, who are the engineers that helped us design the turnpike expansion as well as rehabilitation. Now, since we invested 40 million dollars in that plant, we are now eligible to use these state revolving funds to refund our expenses. This resolution will allow us to complete the application for the grant. We are optimistic and hopeful that this is just a formality. However, we will not count that bird until we catch it outside the bush, but we remain very optimistic. One or two other cities in Lake County received a similar type of funding in previous years when we did not apply because we already had our project underway.
Long story short, we are hopeful that this grant/loan will be awarded to the city, and we should know whether we get it in the next ninety to one hundred and twenty days. If we receive the funding, there will be a couple of options about how to use that money. They could restructure the loan. This project cost 40 million dollars. We used 10 million dollars of cash, and we did a banknote for 30 million dollars. We could restructure that banknote, but he would not recommend restructuring that banknote because the interest rate was favorable, and he was not sure about any restrictions on restructuring a banknote this quickly. We are still in the first year of that 30-year note. Another option is to be able to use that money and replenish the cash of 10 million dollars, which would leave about 9 million dollars available for other sewer improvement projects. It would be used for maintaining and/or increasing lift station sizes and changing out older sewer mains. It would be a good injection for the sewer fund. **Commissioner Pederson** stated this was great news. **Mayor Burry** asked if there were any other questions. There were none.

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 resolution.

12. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an amendment to the Agreement of Purchase and Sale between the City of Leesburg and Blurock Development, LLC to extend the governmental approval period and closing date and reduce the purchase price by $150,000.00; approving certain deposit payments; and providing an effective date.

RESOLUTION 11,874

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 asked the city manager to provide a brief overview. **CM Minner** explained that this issue brewed up pretty quickly. There is a deadline in the contract for the middle of this week, August 15, 2024. This request started a couple of weeks ago, but it really materialized the Wednesday or Thursday before his vacation. In essence, Blurock Development is under contract for 2.75 million dollars for the purchase of approximately 7.5 acres of airport property located at the intersection of College Drive and US 441. They are requesting a reduction in the price. The reduction was due to unforeseen development and engineering costs as a part of the due diligence period. There are three specific issues that Blurock Development states were unforeseen development issues with the state and county regrading ingress/egress issues on US 441. They stated the site had some tricky ingress/egress issues. On US 441 heading northwest, there is a right-hand turnoff that took some considerable work by the county because of the college ingress/egress along with some additional stacking queues. Blurock Development also had to do some additional traffic studies to align the driveway of the college with its entrance. If someone were driving east on US 441, there would not be an ingress/egress from US 441. They would be required to turn left at that light onto College Drive, and then make a left into the site. The county has been strict with their code in terms of queuing and stacking, so Blurock Development had to do some additional traffic engineering along with surveys to show the county that their concerns about stacking back onto US 441 in the westbound lane would not be a concern. Their attempt was to have an entrance from the college and an entrance to the commercial plaza lined up on College Drive. They also had an issue with the water management district on dry retention versus wet retention. There were big engineering issues associated with the FAA because this property is located on the edge of the RPZ where one of our runways is located, so there were some site issues there. They had to go through a number of hurdles to get this done. That is why they are requesting a reduction in price to cover some of the costs. They also asked us to push back the closing dates. **CA Watson** commented that the closing date would move to January 15, 2025. **CM Minner** continued to say this would allow time to comply with the issues of the county. They need to make sure they can get their driveway and the college's driveway aligned on College Drive. The reason this is a critical juncture is that the entry points are close to US 441 and, due to height restrictions, they have to push some of their buildings back. If they have to push their driveway back to the north on College Drive closer to Silver Lake Drive, they will lose the ability to put in facilities because it will trigger height issues. As far as specifics, he could not speak about the costs. He did not have that information, but on a high level he could capitulate that there were a few issues that they ran into. Commissioner Reisman reached out to him about this, right before he left for vacation. He sent correspondence to the airport manager and the city attorney to have this put on the agenda for the commission. The airport manager also had discussions with the airport advisory board to get their input. This morning, he went through some of his emails and read some of their input. There were some concerns from the airport advisory board. He was not sure if any airport advisory board members were in attendance or if they wished to speak. They had questions relating to the details of where the developer's expenses were. It is fair to say that after having conversations with the airport manager and after reading the emails from the airport advisory board, he wondered if they should even consider reducing the price. It would be a reasonable reduction because they did an appraisal of the property, and it was valued at 2.55 million dollars. The city hired Grizzard Commercial Realty, and we worked through Dan Tatro on this deal. Mr. Tatro worked the deal, and he almost got us two offers unofficially. There were two significant developers interested in the property. One was Blurock Development and the other company was called Brightworks. Mr. Tatro leveraged the best deal he could for us, and while we only received one official offer, Mr. Tatro used his skills to leverage the best potential offer. However, one offer was never provided to us, but we may have gotten an offer for 2.45 million dollars from Brightworks; the developers of Wawa. Since entering into this contract, Brightworks, closed on another deal which is now in DRC. It will be located at the northeast corner of CR 468 and West Main Street. Now, whether a deal is still out there makes this question more difficult, because should we stand firm and say a deal is a deal for 2.75 million dollars? Now, nine months into that deal, they are asking for a reduction. Again, we have an appraisal for 2.55 million dollars from market connections, and we received a bona fide offer that we put under contract nine months ago for 2.75 million dollars from Blurock Development. We also had an unofficial kick to the tire, so to speak, at 2.45 million dollars from Brightworks. We also know, due to circumstances through the due diligence period, that Lake-Sumter State College was upset about a historic forty-year-old deal. When the property was given to the city, we promised never to sell it due to restrictions. Now, forty years later, the FAA regulations changed, which opened the window for us to sell this property. That change was made within the last three years and the FAA's inventory regulations were significantly laxed. Their position was, as long as you are getting fair market value for property, the city could sell it. He has been a city manager for thirty years, and he can vouch that this was a new policy. In the past, if they tried to sell airport inventoried property, it would have been a difficult endeavor for the FAA. As he understood it, the city made that promise forty years ago and the FAA has changed regulations over the last three years. A couple of meetings ago, we endeavored to make good with the college. We approved a resolution that said we would endeavor to work with the college, the county, and the mall to relocate the bus stop as a good token effort. That resolution laid out how we would move forward. At that meeting we knew $50,000 would come right off the top of this deal, and if they took another $150,000 out of the deal, that would make $200,000. For comparison purposes and to see what we would walk away with from this asset, there are three numbers to look at. The 2.75 million dollars was the agreed contract with Blurock Development and if they agree to the change, the selling price would decrease to 2.6 million dollars. We know closing costs include real estate commission, doc stamps, and title fees. While it is not an official transaction, the bus stop still needs to go into the equation and that is estimated at $50,000 by the county. If they vote no, the price would not be lowered, and we would walk away with about 2.5 million dollars net. The question now becomes, will the developer walk away? As a side note, they are sitting on $75,000 in escrow money. He spoke with the city attorney today, and they believe $40,000 to $45,000 of that escrow will not go back to them if they do not close on the deal. There was a second payment structured in the escrow payment of $30,000, and there would be an argument about whether we should pay that back. We are confident in saying that if the deal does not close we will get $40,000 to $45,000, and they may have to argue about $30,000. That means some of the escrow money will stay with the city if the deal does not close, but not all of it. That is still to be determined. However, the escrow money is a small amount in this deal, yet important enough to mention. He would not let the escrow money be a factor in how they vote. They have a deal for 2.75 million dollars and, assuming Blurock Development does not walk away, they would pocket 2.5 million dollars. If they agreed to lower the price to 2.6 million dollars, they would walk away with 2.365 million dollars. If they go back and tell Mr. Tatro to go back to the drawing board, and he came back with a deal for 2.45 million dollars, they would walk away with 2.2 million dollars. The two numbers they need to keep in mind are 2.5 million dollars, which may be in jeopardy, and if they agree to the reduction, it would be 2.365 million dollars. They may need to beat Mr. Tatro a little on his commission, but they could figure that out after the fact to help keep a little coin in our pocket. The long story short is, do we want to end up at 2.5 or do we want to play a little roulette with the developer? Once Blurock Development and the county get over this last big hurdle and get the driveway approach for the development and the driveway approach for the county lined up. They are confident that once they have their traffic survey they will be able to convince the county to agree to the alignment of those driveways. It may be a little more than 2.365 million dollars, or closer to 2.5 million dollars. Either way, we are still in the ballpark of what the appraised value was, and we are netting between $100,000 and $200,000. This is a difficult question because we have a good asset and, for lack of better words, it is pretty much gravy because it is an asset. We will not develop this property for the airport, since it is located across the street from the airport, and it has no significant airside/airport value. We would not build hangars over there. It is a difficult site to develop because of the FAA restrictions. It is a difficult site for ingress/egress due to stacking. Blurock Development has done an excellent job with it and some other developers may have potentially let this expire. They would not want to close due to the amount of work that has to happen and the additional transportation studies to get the driveway easements lined up. He recommended that they capitulate to the agreement and approve the resolution that was in the packet. Mr. Tatro is here along with a representative from Blurock Development.

Commissioner Reisman said when he first started on the commission he asked the city manager to market this property because he knew it would be good revenue for the airport since it was not usable airside. He was taken aback by this since it was unknown territory for a developer, especially for someone like Blurock Development. They made the offer, and we accepted it. We need to stand our ground on this. He is fine with moving the closing date, due to the obstructions they are having with the FAA. Our staff did a good job explaining the process, so he could not support lowering the price by $150,000. They agreed to the agreement, they signed the contract, and they need to stick to it. **Commissioner Pederson** commented when the city manager called him he had the same reaction as Commissioner Reisman, but the more he thought about the FAA and the additional work this created, that tugged at him. Another thing, as great as this property is, the FAA has height restrictions on the property, which is a negative for the developer. The big one is, looking at the property on College Drive, they cannot do residential, which would have been the highest and best use next to a college. The property is unique, and that is why he could support the reduction. Blurock Development has invested in other properties around our city. They are sophisticated developers who understand this. If this went back to market, especially after this conversation in public, he was not sure if we would do much better. There is a time value for money and we have a buyer who seems committed. He would support this. **Commissioner Berry** asked what the recommendation was. **CM Minner** explained that the airport advisory board did not have a recommendation. He was not at the meeting, but the airport manager was, and maybe she could share their recommendations.

Airport Manager (AM) Tracey Dean said she brought this up under the manager update as an informational item. They had a quorum of three members, but they did not make a recommendation one way or another since it was a discussion item. She just brought it to their attention that it would be on tonight's agenda. One member who was present said he was going to try and make it tonight to speak his opposition. Another member who was debriefed after the meeting said he may be here, but neither of the members were present. It was not a formal recommendation one way or another. However, they wanted more information about how they came up with $150,000. **Commissioner Reisman** mentioned that he spoke with his appointed representative, and he was against the proposed reduction. **Mayor Burry** asked if there were any other questions for the airport manager. There were none. He opened it up for public comment.

Joseph Schuemann, President of Blurock Development, said he appreciated the commission taking the time to discuss this. The city manager nailed everything that was happening, including some additional studies being required. He wanted them to keep in mind that he had been very cooperative with some of the cleanup issues and deeds with the property because College Drive seemed to be a private road. They were willing to work with them on this. It was not in his DNA to re-trade. They did proper due-diligence, but when they first contracted on this property they were unable to do the highest and best uses. Some other uses were not in favor by the city, like car washes, and they agreed not to do those. However, if they were to drop this, the next person would uncover the same issues. This site is heavily wooded, and there are additional landscaping buffers they have to put in, which was a cost they did not anticipate. They wanted to over excavate the pond because the site drops off tremendously, but it is a low grade. When they make developments, they over excavate the pond to use that dirt as fill. The water management district said they had to make a dry pond, so they had to import a bunch of fill dirt at an extra cost. To be honest, that cost will be a lot higher than $150,000. After consulting with the planning and zoning director, they agreed to $100,000, but he wanted to ask for $150,000 because there are so many variable costs, including lining the curb cut and dealing with the college, etc. There are a lot of risks they have to take in order to take a site that is irregularly shaped and develop it with all the FAA restrictions. He has already spent a fortune with extra consultants and the FAA. The airport manager has been amazing to work with, but they are not there yet due to the height restrictions. That has put clamps down on the costs. With power lines, they have to be done underground in order to create access, so as a partnership, he would say Blurock Development has been very hands-on and willing to work with the city on deed issues, which includes extra costs. This is a low site that is heavily wooded with tons of deeds and use restrictions. He thought $150,000 was a fair deal. He was not a big trader, but the numbers do not work. With the intersection, who knows how many extra lanes they will have to put in? He may have to put in another turn lane to relieve traffic.

Commissioner Reisman inquired about the landscape buffer and what was being done there. What are the requirements for a landscape buffer? **Mr. Schuemann** said it would be an additional expense due to the number of trees they have to take down and replace. **PZD Miller** added he believed there had to be a fifteen-foot buffer along US 441. **Commissioner Reisman** wanted to know about the RPZ. Are we not doing that? **PZD Miller** responded it was all standard. **Commissioner Reisman** wanted to confirm that it was standard along the highway. **PZD Miller** agreed. **Commissioner Reisman** pointed out that they knew the property was wooded. He asked the airport manager if she could give the height restrictions to the FAA and did they decline any of the points or are they still under review? **AM Dean** answered they were still under review. **Commissioner Reisman** wanted to verify if the FAA declined any of those? **AM Dean** replied it had been a little up and down. There were a couple of hiccups based on the accuracy of the survey. The airspace study program will default to a certain type of survey, which puts imaginary surfaces further out to allow them higher up. However, Blurock Development did an 1A survey, which brought the minimums a lot closer and will allow them to build a lot higher. On the last look, she thought there was maybe one corner of one building out of six structures that might need a little tweaking. However, she believes they will receive the determinations any day. She does not see anything being scrapped. If anything, they may have to change a light to a red light in the corner. **Commissioner Reisman** questioned if it would be similar to what Jenkins Auto Group did with their building. **AM Dean** answered exactly.

Dan Tatro of Grizzard Commercial pointed out on the development side that he has done a lot of development in this city and the county and this was one of the more complicated sites he has seen in quite a while, especially from a commercial standpoint. The FAA has a height restriction which starts on College Drive and goes straight down, which renders part of the property on the airport side useless other than retention and stuff like that. With low areas and having to bring in dirt, it will cost four times as much as it did five years ago. Most developers, in his opinion, would have run already. They would have run six months ago. It got complicated because with College Drive nobody could figure out who actually owned it. It was a situation where someone would say it was the county, it was the city, or somebody privately owned it. Then, with the private sewer line that runs down College Drive, nobody could figure out initially who owned that`. There is a lot of extra stuff in this deal that is abnormal. They are getting there, and Blurock Development has done a great job. In the past, they have developed in the City of Leesburg. He has personally dealt with them. He believes a lot of developers would have run, especially with the FAA stuff and not having approvals yet.

Commissioner Pederson stated that even with the reduction, they would still be above the appraised value, and we sell a lot of properties around the city at appraised value. **Mr. Tatro** commented that the city manager brought up beating him up on this. He had no issues with that if it helped with the reduction. However, they would have to determine what. **Mayor Burry** said yes, they ran into unforeseen problems, but should the city give a reduction on the price? If they did not have these problems, would they have paid the city more? **Mr. Schuemann** commented that the numbers barely work and the wetlands on the property are encumbered. **Mayor Burry** stated they should have already known about that. **Mr. Schuemann** said nobody would have known that. They did not know until they started getting into this and there was a small pocket of wetland that was unforeseen. **Mayor Burry**

wanted to clarify if they bought a piece of property not knowing it had wetlands on it. **Mr. Schuemann** responded that they did their due diligence. They run the numbers and the numbers dictate whether they proceed or not. The city attorney looked at the timelines and this contract was very tricky because it was based on FAA approvals and so forth. He believed they were still in the contract due diligence period, which is why he was trying to uncover the costs associated with doing the development. The unknown is College Drive and what needs to be done to that intersection to improve it and the cost of fill dirt. They were going to dig a pond onsite and take that fill dirt and move it. They cannot over excavate, and they are required to have a dry pond. If they cannot get that fill dirt there, that is a dealbreaker. Like the planning and zoning director said, if it does not work for him, it will not work for the next guy. It is not like people are lined up to be right across from the airport with height restrictions. **Mr. Tatro** added that he has use restrictions that include no residential space on the backside. They also put additional use restrictions on there at the request of a commissioner, for no car washes or dollar stores, stuff like that. It is all in the PUD. **Commissioner Pederson** stated this was a tough one, and he respected all the commissioner's comments. However, his concern was if they did not give him what he wanted, would he walk? Will it be another three, six, nine, or twelve months before we get another contract? At this price he was not sure. He was looking at time, value and money. He sees a chance to put 2.4 million dollars in the airport fund. We still have some way to go, but he supports this. He would like to see this done. We should convert this land into cash. **Mr. Tatro** mentioned the Wawa on CR 468. That was a private sector deal all the way around. They had to have a meeting with the county and the city because the county engineer jumped in on the road situation. He wanted it to line up with the traffic count for a building that had twenty cars coming in and out of it. It ended up shifting everything further north on CR 468 and his client came back with an ask even though he would not provide the numbers, but it was similar to this. His client ended up getting that amount off to make that Wawa deal work.

CM Minner asked the city attorney about the contract dates and if it expired on August 15th? **CA Watson** answered, there was an initial inspection period and an additional governmental approval period. The government approval period ends August 15th. **CM Minner** said if the commission says no, does the developer have to give us notice if they back out of the deal or does it just go silent? **CA Watson** commented that if they do not get their extension, then they could terminate within the governmental approval period which expires August 15th. As the city manager pointed out, the initial deposit of $40,000 would be nonrefundable and the $30,000 has some conflicting provisions in the contract, so it is unclear about what happens with that. There was an additional $5,000 for the extension of the governmental approval period, so if this is not extended, that deposit would not be due to the city. The $40,000 stays if they were to walk away and the $30,000 is unclear. **CM Minner** clarified that this was a difficult decision to make. The point they need to look at as elected public officials is the desire to live up to the contract. We agreed on a contract, and we all signed it. We are stewards of public money. He feels their pain, but they need to put on their business hats. He would say to Mr. Tatro's story about Wawa, which was a closed business deal, but those same business people who yell at him about fiduciary responsibilities will also judge business acumen and that business person cut his price to get a deal done. He reminded them that this was an asset, and it was sitting there. It stinks that they have to cut the price, but he knows they are going to walk away with considerable cash, which helps airport goals. On a personal note, we have a property which is an asset sitting there. Yes, it has some pimples and issues, but they knew they could not do residential. His recommendation was to take the money and run. **Mr. Tatro** pointed out if he has to go out and hunt for other contracts, that could take a long time. Then the process will take another twelve to sixteen months on average. The Wawa deal took them sixteen months to close. **Commissioner Berry** asked about the time frame? **Mr. Tatro** explained that they would have to start the whole process over. They would have to look for a new buyer, and negotiate a contract which would have the same provisions. They will go through the exact same process because every developer will attempt to do the same thing. Some will not last as long as others though, because they will get scared off by certain things sooner than others. **CA Watson** informed them that there was something in a memo about Blurock Development not owing some deposits. They have actually paid the additional extension deposit, which was technically not due. The escrow account includes all the deposits. September 15th is written in as the due date for that payment, but we already have that payment in hand now. **Mayor Burry** believed they had a contract. They were a willing buyer that negotiated a contract with the city, and we should live up to that contract.

Commissioner Reisman pointed out that his company bids government contracts on helicopters. It could be for five years at 15 million dollars, and prices for fuel will change. It could be $2 per gallon today and $7 per gallon in years four and five. However, he still has to eat that cost because he is contractually obligated to. They have to factor all costs into the bid. **Commissioner Pederson** said he was repeating himself, but what moved him to switch his opinion was the FAA and the additional due diligence along with the restrictions on the property. That is what swayed him in the end.

Commissioner Reisman questioned that if they were to decline this agenda item, would they need to make a motion to give the due diligence period extension? **CA Watson** responded yes. They could approve a portion of the question and disapprove the rest. They may need to amend the motion, but he did not recall the motion on the floor. **Commissioner Pederson** wanted to verify that once they vote, they still have a chance to come back and talk about different price reductions? If this gets voted down, he would like to at least talk about a different price reduction. He was not clear procedurally on that. **Mayor Burry** pointed out that the motion says we are reducing the purchase price. **CM Minner** added they would reduce the purchase price and push the closing date out to January. **CA Watson** agreed it would extend the government approval process. **CM Minner** said if they vote this down they could make a motion to continue the discussion on the topic. **Mayor Burry** asked if there were any further comments. There were none.

The roll call vote was:

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

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

Commissioner Reisman made a motion to extend the governmental approval period to November 15, 2024, and to extend the closing date to January 15, 2025, and Commissioner Pederson seconded the motion.

Commissioner Berry questioned whether the closing date could be moved up or back or is it as is? **Commissioner Reisman** responded that if approval came back sooner, the closing could be moved up quicker. This gives them enough time to complete what needs to be done. **CA Watson** stated the closing date is always on or before, so if things wrap up sooner they could theoretically close sooner.

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 approved the motion.

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

A. SECOND READING OF ORDINANCES

1. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 40.61 +/- acres; and being generally located north of North Shore Drive and west of Beverly Point Road, lying in Section 14, Township 19 South, Range 24 East, Lake County, Florida, providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 5; and providing an effective date. (North Shore Caras Cove ANNX)

Mayor Burry asked the city attorney to do his swearing in. **CA Watson** asked anyone wishing to provide testimony on any agenda item under 6.A, to stand and raise their right hand. He swore them in.

ADOPTED ORDINANCE 24-49

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 Pederson seconded the motion.

Mayor Burry requested comments from the Commission and the audience.

PZD Miller stated this project was known as North Shore Caras Cove. There was a request for annexation, a large scale comp plan, and rezoning of the property. It consists of a proposed PUD on forty acres. It will be strictly used for residential development. The property is currently under Lake County jurisdiction, and is basically surrounded by City of Leesburg property. The future land use is Lake County Urban Medium Density, and they are requesting to go to City of Leesburg Estate and Conservation. The majority of the property is wetlands, so that would be conservation. The current zoning is Lake County C-1 Neighborhood Commercial and the zoning would go to PUD. Again, this is forty acres with the majority of that being wetlands. Only the far southern area of the property fronting North Shore Drive is useful and/or proposed for development. There would be eight single-family detached units. There are no other uses allowed on that property. The minimum lot size is 10,000 feet and the lots would be 90 x 115. There are design and architectural standards that include dark sky lighting, thirty-five percent open space, which they will clearly meet, a small tot-lot is required, and site access for each unit will be along North Shore Drive. There is protection for the wetlands and flood zones via the conservation future land use. There will be no wells or septic and no St. Augustine grass. Jason Lee of H2O Development is here along with Jeff Summit of GL Summit Engineering, to answer any questions.

Commissioner Connell wanted to verify the number of units, and the lot sizes. **PZD Miller** answered eight units and the lot sizes would be ninety by one hundred and fifteen, which works out to about ten thousand square feet. **Mayor Burry** wanted to verify if the lot sizes were comparable to other neighborhood communities in that area. **PZD Miller** agreed. This was pushed back by the planning commission some time ago because they wanted them to go and look at the lot sizes in the area. They wanted this to match up. **Mayor Burry** asked if there were any questions from the commission, petitioner, and audience. There were none.

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.

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 40.61 +/- acres from Lake County Urban Medium Density to City of Leesburg Conservation and Estate Residential, for a property generally located north of North Shore Drive and west of Beverly Point Road, lying in Section 14, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (North Shore Caras Cove SSCP)

ADOPTED ORDINANCE 24-50

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

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

The roll call vote was:

Commissioner Pederson	Yes
Commissioner Berry	Yes
Commissioner Connell	Yes
Commissioner Reisman	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 of approximately 40.61 +/- acres from Lake County C-1 (Neighborhood Commercial) to City of Leesburg PUD (Planned Unit Development), for a property generally located north of North Shore Drive and west of Beverly Point Road; lying in Section 14, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (North Shore Caras Cove PUD)

ADOPTED ORDINANCE 24-51

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

Mayor Burry requested comments from the Commission and the audience. 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.

4. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 49.12 +/- acres, and being generally located north of Poe Street and south of County Road 473, lying in Section 02, 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. (ANNX Poe Street Subdivision)**

ADOPTED ORDINANCE 24-52

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 Pederson seconded the motion.

Mayor Burry requested comments from the Commission and the audience.

PZD Miller stated this item was known as the Poe Street Subdivision. The subject property is forty-nine plus or minus acres. It is located north of Poe Street and south of CR 473. It includes an annexation, small scale comp plan, and PUD. The property is currently under Lake County Urban Low Density, and they are requesting City Estate which is equivalent to the future land use category. Under the zoning, it is currently Lake County R-6 Urban Residential and Community Facilities District and they are requesting to go to PUD. The petitioners are Brightleaf Properties. They are requesting one hundred and thirty-five single family residential units, which gives a gross density of two point seven five units per acre. No other uses are permitted. There are three lot sizes: fifty, sixty, and seventy. The majority of lots will be split between fifty and sixty with a few seventy-foot lots. All lots are one hundred and twenty feet deep. They will have sizes of six thousand, seven thousand and two hundred and eight thousand four hundred. The minimum house size is seventeen hundred square feet. It will include all the standard design and architectural standards; dark sky lighting, 35% open space, twenty-five foot buffer tract along the exterior and split-rail solid PVC fencing along some of the exterior property lines. There will be two site access points on Poe Road and one will have boulevard access which includes a large area with the landscape in the middle. Again, it includes protection for wetlands and flood zones with the prohibition on St Augustine grass. We now use other types of grasses. The entire development will have to be on city water and wastewater. There will be .62 acres of recreational uses, including a trail around the dry retention flood compensation areas and an amenity center at the head of the trail. Lake County requires the developer to improve Poe Road by widening the road in this development and creating some turn lanes, things like that. This is a pretty standard PUD. There are a couple of issues found, including a typo under Section 7D, landscaping buffers. It says the north-south and western boundaries of the property should contain a 25-foot buffer. However, instead of western boundaries, it should read north-south and eastern boundaries. That was flipped, so he needed to make that change. Then, under 7E, they put some language in regarding the buffer to the west. The property owner who lives there has been working with Brightleaf Properties, and they worked out some agreeable buffer changes. The current wording states additional non-evasive plumping bamboo within the required buffer, and they agreed to provide some acceptable species. Since they have been working with Mr. Bitters (the neighboring property owner), they have come up with a drawing and everyone has agreed to it and the staff is fine with that because it meets our codes. They could change the wording. He also wanted to let the commission know there was a standard under "O" under Section 7 that says the planning director can make variations to the landscape requirements as long as it keeps within the PUD. It is a weasel word just in case they run across something. He would like to be able to use that section just in case. That way, they can change the wording or not because it meets the agreement with the adjacent property owner and Brightleaf Properties. **Mayor Burry** asked if there were any questions.

Commissioner Connell wanted to know how many units would be allowed if this were developed in the county? **PZD Miller** responded under Lake County R-6 Urban Residential that allows up to six units an acre. However, they will not be able to get that. With Lake County Urban Low Density, they would get closer to six. **Commissioner Connell** inquired if this development would have city water and sewer? **PZD Miller** replied yes. **Commissioner Connell** questioned the recommendation made by the planning and zoning commission. **PZD Miller** stated that all members recommended approval. **Commissioner Connell** wanted to compare this case to the one just before where they had 90-foot lots. He wanted to make sure these lots were consistent with the rest of the area. **PZD Miller** said there are a number of subdivisions out there, and they all have different lot sizes. However, from a planning standpoint, this is consistent. **Commissioner Connell** wanted to confirm that it was consistent with the rest of the area. **PZD Miller** answered yes. **Mayor Burry** added there are a couple of big trailer parks that are much denser in that area. **PZD Miller** said down the road there are some other subdivisions as well that have different lot sizes. When you ask a planner about consistency, they do not compare and say it would be 50-foot lots. They cannot do that because it is single-family to single-family. That is how they are required to look at things. **Commissioner Connell** suggested that they start taking a look at the 50-foot-wide lots because they are too narrow. We should push them up to a 60 or 70 foot lot standard because right now we are letting way too many 50-foot lots come through.

Randy Bitter of 10155 Poe Street said he was the landowner of the property on the western boundary. To the question from Commissioner Connell about the Lake County zoning on his fence line, that ten acres are actually zoned CFD and not R-6. He would presume that, under the county guidelines, there would not be six houses per acre there. **Mayor Burry** asked what the CFD zoning meant. **Mr. Bitter** said it was Community Facility Designation, which has a wide set of choices. It could be a gun club or a hotel, something like that. However, he did not know off the top of his head. It is very wide and broad and that was one of the reasons they purchased this property because at the time a church owned it, and they anticipated a church being built there. He had no idea he would have somewhere between ten and fifteen houses running down his fence line. **Mayor Burry** asked if he was good at working with the planning and zoning director because, on the record, we are giving him some leeway on the landscaping. He wanted to verify that he was good at clumping bamboo. **Mr. Bitter** replied that they took the bamboo away. They will be using some Florida native species and that will serve the same purpose. **Mayor Burry** asked if there were any further comments. There were none.

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.

5. An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 49.12 +/- acres from Lake County Urban Low Density to City of Leesburg Estate Residential, for a property generally located north of Poe Street and south of County Road 473, lying in Section 02, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (SSCP Poe Street Subdivision)

ADOPTED ORDINANCE 24-53

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

Mayor Burry requested comments from the Commission and the audience.

Commissioner Connell questioned if they were approving the future land use map or the comprehensive plan. In essence, would that be the PUD? **CA Watson** said the PUD comes under rezoning. This would be the future land use, which is the broader category with the different zoning classifications that are permitted. **Commissioner Connell** asked what they were changing in the future land use map to show this? **PZD Miller** answered City Estate. **Commissioner Connell** wanted to confirm if that would be allowed with the PUD? **PZD Miller** answered yes. The estate category allows a maximum of four units per acre and the PUD allows 2.75. It stays within the city estate category. The future land use is a broad category of residential, industrial, and commercial which includes open green space and stuff like that. The PUD narrows it down. **Commissioner Connell** said he would be a no on this because he does not agree with the density. It is too dense. He does not like fifty-foot wide lots. **Mayor Burry** asked if there were any other comments or questions. There were none.

The roll call vote was:

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

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

6. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 49.12 +/- acres from Lake County CFD (Community Facility District) and R-6 (Urban Residential District) to City of Leesburg PUD (Planned Unit Development) to allow for a residential subdivision for a property generally located north of Poe Street and south of County Road 473, lying in Section 02, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (PUD Poe Street Subdivision)**

ADOPTED ORDINANCE 24-54

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

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

The roll call vote was:

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

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

7. **An Ordinance of the City of Leesburg, Florida, consenting to the inclusion of the City of Leesburg, Florida, within the Countywide Municipal Service Taxing Unit for the provision of Ambulance and Emergency Medical Services, as adopted by the Board of County Commissioners of Lake County, Florida; providing for the City to be included within said M.S.T.U. for a specific term of years; providing for conflicts; and providing an effective date.**

ADOPTED ORDINANCE 24-55

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 Pederson seconded the motion.

Mayor Burry requested comments from the Commission and the audience.

CM Minner stated this item was an extension of an annual agreement, and it signs off the county's implementation of the Municipal Service Taxing Unit for ambulance services. The rate they are adopting is .4629 mills. It allows for ambulance service and patient transport to a facility. **Mayor Burry** asked if there were any other questions. 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.

B. FIRST READING OF ORDINANCES

1. None

C. NON-ROUTINE ITEMS

1. City Manager Evaluation

Mayor Burry asked how they wanted to proceed with this item. **CM Minner** said the process was established back in April or May for how they wanted to review the city manager's performance pursuant to the employment agreement between the city and the city manager. We adopted a new form which was issued to the commission and four out of the five commissioners completed the form. He also included his self-evaluation which was issued to each commissioner about two weeks ago. So, bearing any comments, he would say the evaluation was satisfactory. The new section of the evaluation included goals and, pending any input, he would sum up the goals and bring back a resolution to establish goals for him and the organization for next year. **Mayor Burry** asked if there were any other comments. **Commissioner Pederson** wanted to verify that the goals provided were reasonable. **CM Minner** answered yes they were all good. Most of the goals provided were discussed already during the budget workshops. Nothing was a surprise. **Commissioner Pederson** thanked him for the comments.

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

A. Financial Reports as of June 2024

Mayor Burry asked if there were any comments or questions regarding the financial reports. **Commissioner Reisman** said when someone comes in for a special event contract with the police department, that item shows a lot of past due balances. He wanted to know if that could be changed so we can request payment of those funds ahead of time versus after? We have already paid the officer, and we still need to collect that money from the applicant. He knows there are a couple of people that still owe money, and he was shocked by some of the names. **CM Minner** responded he would look into that. **Commissioner Reisman** said he would like the fees to be paid ahead of time. That way, the officers get paid, and we do not have to go back to try and collect that money.
Commissioner Berry asked about the fees for housing rent. Is that due to moveouts or changes? **CM Minner** said that covered past due rent where the tenant was evicted. They are trying to work those out. **CA Watson** pointed out collecting unpaid rent is difficult unless they pay the money to the court in connection with a lawsuit. **Commissioner Berry** wanted to know if those fees would be charged as

well? **CA Watson** responded that with lease agreements there are provisions in the lease which allow recovering attorney's fees and costs by the prevailing party. They would have to make a claim under that statute or contract for those fees. **Mayor Burry** asked if there were any other questions. There were none.

8. CITY ATTORNEY ITEMS:

CA Watson had no items to address.

9. CITY MANAGER ITEMS:

CM Minner had no items to comment on.

10. ROLL CALL:

Commissioner Pederson had no comment this evening.

Commissioner Berry said she needed to recommend a new person for the recreation board since the member she appointed was relocating. Deborah Dabney will be resigning, and she wanted to recommend Demonie Nettles. He was in attendance earlier, but he had to leave. Also, in District One, they will be providing neighborhood preparedness information for hurricanes or disasters that may strike. Deputy Chief Henry and Captain Stevenson will be there with Lake County Emergency Office Manager, **Megan** Milanese. She will give a presentation. It will be held on August 29th from 6-8pm at the church located at 1111 Pamela Street. She extended an invitation to anyone wishing to attend.

Commissioner Connell had no further comment.

Commissioner Reisman asked for clarification on the security upgrades for customer service. Are we putting up windows for all the customer service representatives? **CM Minner** answered no. The upgrades are pretty much done at city hall. There are a couple of doors that still do not function properly, so they need to tidy those up. However, most of those doors are private, individual office doors and the elevators are still not working. If there are any additional security measures that they think are necessary, let him know. **Commissioner Reisman** said he came in to pay the bills for his company and a couple of times some residents got very aggressive with the customer service staff. They handled it really well. However, he asked them if it happened a lot, and they said it happens all the time. So, to make them feel a little more comfortable, could we look at adding some kind of protective barrier, so residents cannot get right up there. We also deal with a lot of cash and things like that, so that would be good.
Also, the Chamber put on the Back to School Bash last week. It was a really successful event. He wanted to thank them because it was a great thing to do for the community. On August 24th they will hold the first annual Food Truck and Fly-In at the Airport. There will be a couple of aircraft out, and he believes the sheriff's office will have their medical airplanes there. There will be food trucks and kids/adults can crawl around the aircraft. This event is open to the public and people can learn how to fly. Come enjoy some food and learn about aircraft. And, lastly, the Leesburg Blue Foundation 5k will be held at the Airport on September 21st. He would love to see everyone out there. You do not have to run it, you can walk.

Mayor Burry stated at the last meeting of the Lake County Board of County Commissioners they presented a proclamation on behalf of the City of Leesburg extending its deepest gratitude and heartfelt appreciation for our emergency assistance during Hurricane Debby when they experienced a significant outage of the Lake County's 9-1-1 dispatch during a critical period. The City of Leesburg responded promptly and provided indispensable public safety support, which allowed for the continued coordination of emergency response services during that challenging time.

11. ADJOURN:

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

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

With a motion by Commissioner Reisman and a second by Commissioner Berry, the meeting adjourned at 7:20 p.m.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	5.C.1.
Meeting Date:	August 26, 2024
From:	Tracey Dean, (Airport Manager)
Subject:	Resolutions authorizing execution of FAA FY 2024 Airport Infrastructure Grant Agreement No. 3-12-0042-032-2024 and execution of a Task Order with AVCON, Inc., for professional services, related to the Wildlife Hazard Management Plan; and providing an effective date.

Staff Recommendation:
Staff recommends
1. Approval of the resolution authorizing execution of FAA Grant Agreement No. 3-12-0042-032-2024, for the Wildlife Hazard Management Plan.
2. Approval of the resolution authorizing execution of AVCON, Inc. Task Order, for an amount of $34,940.00 for the Wildlife Hazard Management Plan.

Analysis:
Staff has received FAA grant agreement 3-12-0042-032-2024, for the Wildlife Hazard Management Plan from the FAA, for 90% of the project costs, $31,446.00. The FAA requires electronic signatures; the grant agreement will be emailed to the Mayor for electronic signature, then subsequently to the City Attorney for signature. Attached is a PDF version for reference.

The Wildlife Hazard Management Plan (WHMP) will meet the Federal Aviation Regulation (FAR) Part 139 requirements. Development of the WHMP includes identification of airport resources, responsible personnel and wildlife hazard deterrent measures. The document will consist of a variety of management techniques to wane potential hazards on airport property. The WHMP is based on the results of the LEE Wildlife Hazard Assessment findings, which was completed earlier this year, and was reviewed and accepted by the FAA Environmental Specialists. AVCON, Inc., will prepare the WHMP for a lump sum of $34,940.00 under their continuing services agreement, approved by Resolution 11,769, dated January 22, 2024.

Procurement Analysis:
N/A

Options:
1. Approve and execute:
FAA Grant Agreement No. 3-12-0042-032-2024; and,

AVCON, Inc. Task Order; or,
2. Such alternative actions as the Commission may deem appropriate.

Fiscal Impact:
The current Airport Capital Projects includes $35,000.00 for this project. This project is funded 90% by a FAA grant and the remaining 10% with Airport funds.

Account No.	048-8099-542-3130
Project No.	480003
WF No.	1383903/2
Requisition	56600
Budget	$35,000.00
Available	$35,000.00

RESOLUTION NO. ____________

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE FAA FY 2024 AIRPORT INFRASTRUCTURE GRANT AGREEMENT NO. 3-12-0042-032-2024, FOR THE WILDLIFE HAZARD MANAGEMENT PLAN; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with The Federal Aviation Administration, whose address is 8427 South Park Circle, 5th Floor, Orlando, Florida 32819, for grant funding related to the Wildlife Hazard Management Plan at the Leesburg International Airport.

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 26th day of August 2024.

____
Mayor

ATTEST:

____
City Clerk

U.S. Department
of Transportation
Federal Aviation
Administration

Orlando Airports District Office:
8427 South Park Circle, Suite 524
Orlando, FL 32819

August 9, 2024

Ms. Tracey Dean
Airport Manager
Leesburg International Airport
501 West Meadow Street
PO Box 490630
Leesburg, FL 34749-0630

Dear Ms. Dean:

The Grant Offer for the Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project No. 3-12-0042-032-2024 at Leesburg International Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

***Steps You Must Take to Enter Into Agreement*.**

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 30, 2024**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
    1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
    2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Jennifer Ganley, (407) 487-7237, jennifer.ganley@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Juan C. Brown (Aug 9, 2024 16:08 EDT)

Juan C. Brown
Manager

U.S. Department of Transportation Federal Aviation Administration

FY 2024 AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer

Federal Award Offer Date	August 9, 2024
Airport/Planning Area	Leesburg International Airport
Airport Infrastructure Grant Number	3-12-0042-032-2024
Unique Entity Identifier	NDCSFAJMQJ74

TO: City of Leesburg

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 06, 2024, for a grant of Federal funds for a project at or associated with the Leesburg International Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Leesburg International Airport (herein called the "Project") consisting of the following:

Wildlife Hazard Management Plan

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $31,446.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $31,446 for planning
   $0 for airport development or noise program implementation; and,
   $0 for land acquisition.
2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:
   a. Period of Performance:
      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

   b. Budget Period:
      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period. Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination
      1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 30, 2024, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of BIL Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

    a. May not be increased for a planning project;

b. May be increased by not more than 15 percent for development projects, if funds are available;

c. May be increased by not more than the greater of the following for a land project, if funds are available:

    1. 15 percent; or
    2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

a. Verify the non-Federal entity is eligible to participate in this Federal program by:

    1. Checking the Responsibility/Qualification records in the Federal Awardee Performance and Integrity Information System (FAPIIS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
    2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
    3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
   i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
   ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

a. *Posting of contact information.*

1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a recipient that is a private entity.*

1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
   i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
   ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
   iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
   i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
   ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –
      a) Associated with performance under this Grant; or
      b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –

1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
   i. Associated with performance under this Grant; or
   ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

d. *Provisions applicable to any recipient.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
   i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
   ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.

e. *Definitions.* For purposes of this Grant Condition:

1. "Employee" means either:
   i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
   ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
   i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
   ii. Includes:
      a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).

b) A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **BIL Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit “A” Property Map.** The Exhibit “A” Property Map dated June 1, 2019, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals.

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:

i. Gross mismanagement of a Federal grant;

ii. Gross waste of Federal funds;

iii. An abuse of authority relating to implementation or use of Federal funds;

iv. A substantial and specific danger to public health or safety; or

v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:

i. A member of Congress or a representative of a committee of Congress;

ii. An Inspector General;

iii. The Government Accountability Office;

iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;

v. A court or grand jury;

vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or

vii. An authorized official of the Department of Justice or other law enforcement agency.

b. Investigation of Complaints.

1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the OIG's office are established under 41 U.S.C. § 4712(b).

c. Remedy and Enforcement Authority.

1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.

27. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who have not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

SPECIAL CONDITIONS

28. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

29. **Leaded Fuel**. FAA Reauthorization Act of 2024 (P.L. 118-63) Section 770 "Grant Assurances" requires airports that made 100-octane low lead aviation gasoline (100LL) available at any time during calendar year 2022 to not prohibit or restrict the sale or self-fueling of such aviation gasoline. This requirement remains until the earlier of 2030 or the date on which the airport or any retail fuel seller at the airport makes available an FAA-authorized unleaded aviation gasoline replacement for 100LL meeting either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as deemed appropriate by the Administrator. The Sponsor understands and agrees that any violations are subject to civil penalties.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Juan C. Brown (Aug 9, 2024 16:08 EDT)

(Signature)

Juan C. Brown

(Typed Name)

Manager

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated ______________________________

City of Leesburg
(Name of Sponsor)

____
(Signature of Sponsor's Authorized Official)

By: ______________________________
(Typed Name of Sponsor's Authorized Official)

Title: ______________________________
(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, ______________________________, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __Florida___. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at ____ %}

By: ______________________________

(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f))

m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[5] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;
   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
   3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

   1. eliminate such adverse effect in a manner approved by the Secretary; or

   2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

”The City of Leesburg, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
   a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

   1. Reinvestment in an approved noise compatibility project;
   2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

   If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

   1. Reinvestment in an approved noise compatibility project;
   2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial selfsufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under a Bipartisan Infrastructure Law grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf) for BIL projects as of May 06, 2024.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

   1. Describes the requests;
   2. Provides an explanation as to why the requests could not be accommodated; and
   3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

RESOLUTION NO. ___________

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A TASK ORDER WITH AVCON, INC., FOR PROFESSIONAL SERVICES FOR THE WILDLIFE HAZARD MANAGEMENT PLAN, FOR THE LEESBURG INTERNATIONAL AIRPORT; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with AVCON, Inc., whose address is 5555 E. Michigan Street, Suite 200, Orlando, Florida 32822, for professional services.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 26th day of August 2024.

____
Mayor

ATTEST:

____
City Clerk

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

THIS TASK ORDER is made as of the 24 day of June in the year 2024, between **THE CITY OF LEESBURG, FLORIDA,** a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY", or "SPONSOR", or "OWNER"), and **AVCON, INC.** whose address is 5555 E. Michigan Street, Suite 200, Orlando, FL 32822 (hereinafter referred to as the "PROFESSIONAL", or "CONSULTANT", or "Consultant").

WITNESSTH:

WHEREAS, on January 22, 2024, pursuant to resolution 11,769 the CITY and PROFESSIONAL entered into an Agreement for professional engineering services on a continuing basis (hereinafter referred to as the "Master Agreement"). The Master Agreement is referenced herein as though set forth in full text.

WHEREAS, the CITY and the PROFESSIONAL desire to enter into a Written Task Order (hereinafter referred to as "Task Order") for professional services providing design services on the below referenced Project.

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

1. **Recitals**.

The above recitals are true and correct and are incorporated herein.

2. **Scope of Services.**

The Parties agree to the Scope of Services and Fee pursuant to the terms and conditions set forth in the PROFESSIONAL's proposal included as ATTACHMENT 'A' for the project generally described as:

Project:
LEESBURG INTERNATIONAL AIRPORT
WILDLIFE HAZARD MANAGEMENT PLAN
PLANNING PHASE SERVICES

3. **Compensation.**

The PROFESSIONAL shall perform the Scope of Services for an amount of **$34,940.00**. The cost of these services shall not exceed this amount unless the CITY has executed a written Change Order approving additional Services and additional compensation.

ATTACHMENT A

SCOPE OF SERVICES

Leesburg International Airport

Wildlife Hazard Management Plan

Planning Phase Services

PROJECT DESCRIPTION:

CONSULTANT will work with Leesburg International Airport (LEE) to develop an adaptive Wildlife Hazard Management Plan (WHMP) that meets all FAR Part 139 requirements. Development of the WHMP includes identification of airport resources, responsible personnel and wildlife hazard deterrent measures; discussion of procedural information; communications and community involvement and refinement and continuation of the airport's wildlife hazard management training (WHMT) program. Through the tasks outlined in this scope, the update will be developed to specifically address the requirements set forth in FAA FAR Part 139.337 (f) which are as follows:

(f) The plan must include at least the following:

(1) A list of the individuals having authority and responsibility for implementing each aspect of the plan.

(2) A list prioritizing the following actions identified in the wildlife hazard assessment and target dates for their initiation and completion:

(i) Wildlife population management;

(ii) Habitat modification; and

(iii) Land use changes.

(3) Requirements for and, where applicable, copies of local, State, and Federal wildlife control permits.

(4) Identification of resources that the certificate holder will provide to implement the plan.

(5) Procedures to review and evaluate the wildlife hazard management plan every 12 consecutive months or following an event described in paragraphs (b)(1), (b)(2), and (b)(3) of this section, including:

(i) The plan's effectiveness in dealing with known wildlife hazards on and in the airport's vicinity and

(ii) Aspects of the wildlife hazards described in the wildlife hazard assessment that should be reevaluated.

(6) A training program conducted by a qualified wildlife hazard management biologist to provide airport personnel with the knowledge and skills needed to successfully carry out the wildlife hazard management plan required by paragraph (d) of this section.

The WHMP documentation will be in accordance with and include the information as required per FAA Part 139.337 (f). The document will include the following sections along with supporting information:

- Introduction
- Authority, Roles, and Responsibilities
- Prioritized List of Actions – WHA Recommendation Implementation
- Identification of Airport Resources
- Legal Requirements for Wildlife Control
- Operational Procedures for Wildlife Hazard Management
- Review and Evaluation of the WHMP
- Training Program (Identification and Outline of Program)

TASKS AND COST:

This scope of services includes Planning Phase Services. Total Lump Sum cost of this scope of services is **$34,940.00**.

Task 1 WHMP CLIENT Coordination Meetings

Two (2) CLIENT project meetings will be conducted during the preparation of the LEE WHMP. The initial meeting will identify the members of the CLIENT's wildlife hazard management team, their responsibilities, and the importance of coordination between Airport departments and/or sections. A second meeting will be conducted after the draft WHMP has been submitted to the CLIENT for review. At this time, CONSULTANT will attend to any comments or questions from the CLIENT. This will ensure the CLIENT finds the content and recommendations of the WHMP fully acceptable prior to finalizing.

CONSULTANT will continually coordinate with CLIENT to receive input and discuss options for the WHMP during the kick-off and update meetings. This includes the CLIENT providing CONSULTANT with a description of resources (personnel, equipment, supplies, finances, etc.) the Airport has available to allocate for WHMP implementation and identify current staff responsibilities. This will ensure and production of a high-quality report with actions that are cost feasible and implementable.

The information from the FAA accepted WHA for LEE will be reviewed and reformatted for use in the WHMP update as applicable. Any additional information gathered at LEE after the WHA is completed will also be incorporated into the update.

Task 2 DRAFT WHMP UPDATE DEVELOPMENT

When developed, the WHMP update will require the commitment of the CLIENT's resources (time, personnel, equipment, supplies, and finances). Therefore, we recognize that the CLIENT must approve and agree to any management or task items that are identified. Even if such items are recommended by the Qualified Airport Wildlife Biologist, only the CLIENT as the Airport Sponsor can commit airport resources. Therefore, it is imperative that the development of the WHMP is a collaborative effort between the consulting team and the CLIENT. Our team understands that the CLIENT must support all action items included in the final version of the WHMP update prior to FAA submittal and approval.

The document will consist of a variety of management techniques based on the results of the LEE WHA. The report will include, but is not limited to, the following requirements of 14 CFR Part 139.337 (e) and (f):

- A list of the individuals having authority and responsibility for implementing each aspect of the plan.
- A list prioritizing the following actions identified in the WHA and target dates for their initiation and completion:
    - (i) Wildlife population management;
    - (ii) Habitat modification; and
    - (iii) Land use changes.
- Requirements for and copies of local, state, and federal wildlife control permits where applicable.
- Identification of resources that the certificate holder will provide to implement the plan.
- Procedures to review and evaluate the WHMP annually or following an event described in 14 CFR, Part 139.337 (b)(1), (b)(2), and (b)(3), including:
    - (i) The plan's effectiveness in dealing with known wildlife hazards on and in the airport's vicinity and;
    - (ii) Aspects of the wildlife hazards described in the WHA that should be reevaluated.
- A training program conducted by a qualified wildlife damage management biologist to provide airport personnel with the knowledge and skills needed to successfully carry out the WHMP.
- Local, state and federal agency coordination related to potential permits will be conducted, if required. This may include coordination with the USFWS for a Federal Migratory Bird Depredation permit or other applicable agencies to secure permits necessary for implementing wildlife management tactics described in the WHMP, if requested by the Authority.

The draft WHMP update will be provided to the CLIENT for review and comment. This will include five (5) printed copies of the draft WHMP and electronic copies that contain a PDF file and Word version of the draft WHMP document. Once comments are received, CONSULTANT will make appropriate changes to address comments as needed. When the CLIENT submits the WHMP to the FAA, CONSULTANT will assist in responding to comments or questions from the FAA, if required.

Task 3 FINAL WHMP UPDATE DEVELOPMENT

A draft final version of the WHMP update, that includes any requested edits or changes, will be provided to the Authority for final approval. Any revisions will be addressed and the WHMP update will be finalized for submittal to the FAA. The CLIENT may submit the WHMP to the FAA or, upon request; CONSULTANT can submit the document on the CLIENT’s behalf. Should comments from FAA be received regarding the content of the WHMP and revisions are necessary, CONSULTANT will make appropriate revisions and address comments, if required.

DELIVERABLES

- Draft Wildlife Hazard Management Plan – one (1) digital pdf version to LEE.
- Final Wildlife Hazard Management Plan – one (1) digital pdf version to LEE.

END OF ATTACHMENT A

ATTACHMENT B - HOUR AND FEE PROPOSAL

PLANNING PHASE SERVICES FOR WILDLIFE HAZARD MANAGEMENT PLAN

LEESBURG INTERNATIONAL AIRPORT

3/12/2024

TASK	DESCRIPTION	Principal		Sr. Project Manager		Sr. Engineer		Sr. Planner		Project Engineer		Planner		Labor	
		Rate/Hour:	$ 310	Rate/Hour:	$ 230	Rate/Hour:	$ 210	Rate/Hour:	$ 200	Rate/Hour:	$ 150	Rate/Hour:	$ 110		
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
1	**WHMP CLIENT COORDINATION MEETINGS**														
	WHMP CLIENT Coordination Meetings	4	$ 1,240		$ -		$ -	16	$ 3,200		$ -		$ -	20	$ 4,440
	Subtotal	**4**	**$ 1,240**	**0**	**$ -**	**0**	**$ -**	**16**	**$ 3,200**	**0**	**$ -**	**0**	**$ -**	**20**	**$ 4,440**
2	**DRAFT WHMP UPDATE DEVELOPMENT**														
	Draft WHMP Update Development	4	$ 1,240		$ -		$ -	120	$ 24,000		$ -	16	$ 1,760	140	$ 27,000
	Subtotal	**4**	**$ 1,240**	**0**	**$ -**	**0**	**$ -**	**120**	**$ 24,000**	**0**	**$ -**	**16**	**$ 1,760**	**140**	**$ 27,000**
3	**FINAL WHMP UPDATE DEVELOPMENT**														
	Final WHMP Update Development	4	$ 1,240		$ -		$ -	8	$ 1,600		$ -	6	$ 660	18	$ 3,500
	Subtotal	**4**	**$ 1,240**	**0**	**$ -**	**0**	**$ -**	**8**	**$ 1,600**	**0**	**$ -**	**6**	**$ 660**	**18**	**$ 3,500**

Total Project Fee	**$ 34,940**

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

AVCON, INC.

By: Sandeep Singh ____________________

Printed: Sandeep Singh

Its: President
(Title)

THE CITY OF LEESBURG, FLORIDA

By: ______________________________
James A. Burry Jr., Mayor

ATTEST:

____
J. Andi Purvis, City Clerk

APROVED AS TO FORM:

____
William Watson, City Attorney

TaskOrder-Wildlife Hazard Management Plan

Final Audit Report 2024-06-11

Created:	2024-06-10
By:	Maria Hritz (maria.hritz@leesburgflorida.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAApmMd9M561icv2fCPJxjsQQPIsvz-5T3n

"TaskOrder-Wildlife Hazard Management Plan" History

Document created by Maria Hritz (maria.hritz@leesburgflorida.gov)
2024-06-10 - 12:49:01 PM GMT

Document emailed to Sandeep Singh (ssingh@avconinc.com) for signature
2024-06-10 - 12:49:06 PM GMT

Email viewed by Sandeep Singh (ssingh@avconinc.com)
2024-06-11 - 9:12:36 PM GMT

Document e-signed by Sandeep Singh (ssingh@avconinc.com)
Signature Date: 2024-06-11 - 9:13:06 PM GMT - Time Source: server

Agreement completed.
2024-06-11 - 9:13:06 PM GMT

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	5.C.2.
Meeting Date:	August 26, 2024
From:	Tracey Dean, (Airport Manager)
Subject:	Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Lease Agreement with Family Furniture & Carpet, Inc., for the commercial premises described as 8626 U.S. Highway 441, Leesburg, Florida, 34788; and providing an effective date.

Staff Recommendation:
Staff recommends approval and execution of the Lease to Family Furniture and Carpet, Inc.

Analysis:
Family Furniture & Carpet, Inc. has leased the city-owned property located at 8626 U.S. HIGHWAY 441, since November 1, 2009. All allowable renewal terms have been exercised, and the lease is set to expire on October 31, 2024. The business owner has requested a new 20-year lease, which, if approved, would be effective on November 1, 2024. This lease shall be a triple net lease; the Lessee shall be responsible for all expenses, including building insurance and maintenance, taxes, and utilities. A recent appraisal of the property identified that $7.00/per square foot is the fair market rate. Over the last fifteen years, Lessee has made both interior and exterior improvements and repairs to the 41,186 square foot building, which was built in 1983. Due to the age of the building and Lessee's commitment to continue repairs and maintenance, the first four years of the lease shall be discounted; a rate of $6.00/per square foot. Beginning in year 5, the lease will increase annually by the greater of 2% or actual CPI. One of the major investments Lessee will be making is replacement of 5 rooftop HVAC systems. There is a total of eleven, 5-ton and 10-ton units, many of which Lessee has already replaced.

Additionally, a Memorandum of Lease is attached for execution and recording. Pursuant to Section 13 (Liens) and Section 37 (Right of First Offer), Landlord and Tenant desire to give record notice of the Lease and certain terms and conditions of the Lease.

The Airport Advisory Board reviewed the Family Furniture & Carpet Inc. lease at its August 8, 2024, meeting and unanimously recommended approval.

Procurement Analysis:
N/A

Options:

1. Approve and execute the Lease agreement with Family Furniture & Carpet, Inc.; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
The initial 5-year term will generate $1,276,766.00. Using a 2% annual adjustment for CPI, the remaining 15 years will generate $5,085,441.00. Potentially more based on actual CPI.

Account No.	048-0000-362-0100

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 FAMILY FURNITURE & CARPET, INC., FOR THE COMMERCIAL PREMISES DESCRIBED AS 8626 U.S. HIGHWAY 441, LEESBURG, FLORIDA, 34788; 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 Family Furniture & Carpet, Inc., for the purpose of leasing space located at 8626 U.S. Highway 441, Leesburg, Florida 34788, Alternate Key 2653311.

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 26th day of August 2024.

____
Mayor

ATTEST:

____
City Clerk

LEASE AGREEMENT

THIS LEASE entered into on the _____ day of ________________________, 2024, between **THE CITY OF LEESBURG, FLORIDA,** a Florida municipal corporation, whose address is 501 W. Meadow Street, Leesburg, Florida 34748, hereafter referred to as "LESSOR", and **FAMILY FURNITURE & CARPET, INC.,** a Florida corporation, hereafter referred to as "LESSEE,"

WITNESSETH:

Lessor hereby leases to Lessee, and Lessee leases from Lessor, the commercial premises described as 8626 U.S. Highway 441, Leesburg, Florida 34788, Alternate Key No. 2653311, as described more particularly on Exhibit "A" hereto (hereinafter referred to as the "premises" or "Property" or "leased premises"), under the terms and conditions set forth below:

1. TERM. The term of this Lease shall be for a period of 60 months, commencing as of November 1, 2024, and ending at midnight on the last day of October, 2029. If Lessee is not at the time in default under any term, condition or covenant of this Lease, Lessee may extend the term for up to three additional terms of 60 months each, by giving Lessor written notice of the extension no later than 90 days prior to the end of the then current term.

Notwithstanding the foregoing, if not in default, Lessee may terminate this Lease at any time during the initial term or any renewal term, by giving Lessor written notice at least 12 months prior to the effective date of the termination, provided that Lessee shall continue to perform each and every duty and obligation imposed on it by this Lease until the effective date of termination, and if Lessee defaults under this Lease after giving notice of termination but prior to the effective date of termination, the notice of termination shall be void and Lessor may recover damages from Lessee as if no termination had taken place.

2. RENT. Rent shall be paid monthly in the amounts set forth in the following table or as otherwise shown below, all amounts shown shall be paid ***together with all applicable sales taxes due thereon.***

INITIAL TERM	
Year One (11-1-2024 to 10-31-2025)	$247,116.00
Year Two (11-1-2025 to 10-31-2026)	$247,116.00
Year Three (11-1-2026 to 10-31-2027)	$247,116.00
Year Four (11-1-2027 to 10-31-2028)	$247,116.00
Year Five (11-1-2028 to 10-31-2029)	$288,302.00

If the Initial Term is renewed, then beginning on November 1, 2029, and on November 1 each year thereafter, for the balance of the first renewal term and any renewal term thereafter, the rent shall be increased by adding to the rent paid during the immediately preceding lease year an amount equal to the product of the rent being paid in the immediately preceding lease year times the greater of (i) two percent (2.0%), or (ii) the percentage increase over the immediately preceding lease year in the Consumer Price Index (All Urban Consumers, U.S. City Average, 1982-84=100). There shall be no downward adjustments in rent.

Each installment of Rent is payable in advance, on or before the 1st day of each calendar month, and shall be paid to Lessor at City Hall, 501 West Meadow Street, Leesburg, Florida 34748, or in such other manner as Lessor may, from time to time, direct by written notice to Lessee. 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 before the 10th day of the month will constitute a default under this lease and entitle Lessor, after the 10th day of the month, following the giving of three days written notice of default to Lessee, to pursue any remedy allowed by law or under this lease for a default. If rent is not paid before the 6th day of the month, a late fee in the amount of 5% of the rental amount overdue will be imposed. If Lessee tenders a check which is returned unpaid for insufficient funds or other reasons, Lessor will be entitled to recover service fees and other charges in accordance with applicable Florida law and Lessor may insist that all future payments be made by cashier's check, money order, wire transfer or other certified and cleared funds. All rent and other payments due to Lessor shall be made without demand, setoff, abatement, or reduction.

3. USE. The premises shall be used only for retail sales of mattresses and bedding, beds and other furniture and related items typically sold in bedding or furniture stores, and no other use shall be made of the premises without the prior, written consent of Lessor, which consent shall lie in Lessor’s reasonable discretion. 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 surrounding property. The Lessee is responsible for ensuring that the intended use is allowable under applicable codes, ordinances, statutes, laws, rules, and regulations.

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

Without in any way limiting the generality of any other provision of this Lease related to the use of the premises, Lessee shall refrain from the following activities at the premises: dry cleaning plant, discotheque, dance hall, nightclub, amusement gallery, pool room, health spa, adult entertainment facility, gymnasium, massage parlor, adult book store, pin ball or electronic game room, a so-called "head shop", funeral parlor, flea market, bingo parlor, cafeteria, sale, rental or lease of automobiles, trucks, other motorized vehicles, or trailers, or car wash. No loudspeakers, television sets, phonographs, radios or other devices shall be used in a manner so as to be heard outside of the leased premises. The following types of sales shall not be conducted on or about the premises: sales using the auction method of selling, fire sales; and closing out, lost lease, moving, going out of business or any similar sales. In addition, the premises shall not be used for a day care center, or a restaurant and/or cocktail lounge of a parking intensive nature, nor shall any alcoholic beverages be sold or served at the premises at any time.

4. DEPOSIT. Lessee has paid Lessor a security deposit in the amount of EIGHT THOUSAND FIVE HUNDRED AND NO/100 Dollars ($8,500.00) in connection with this Lease. The Security Deposit shall be held by Lessor as security for Lessee's full and faithful performance of this Lease including the payment of Rent. Lessee grants Lessor a security interest in the Security Deposit. The Security Deposit may be commingled with other funds of Lessor and Lessor shall have no liability for payment of any interest on the Security Deposit. Lessor may apply the Security Deposit to the extent required to cure any default by Lessee. If Lessor so applies the Security Deposit, Lessee shall deliver to Lessor the amount necessary to replenish the Security Deposit to its original sum within five days after notice from Lessor. The Security Deposit shall not be deemed an advance payment of Rent or a measure of damages for any default by Lessee, nor shall it be a defense to any action that Lessor may bring against Lessee. If Lessee fully and faithfully complies with all of the terms, covenants, and conditions of this Lease, any part of the

Security Deposit not used or retained by Lessor under the terms of this Lease shall be returned to Lessee within 45 days after the expiration of the Lease Term and after Lessee's delivery of possession of the Premises to Lessor. However, if at the expiration of the Lease Term there are any amounts that may be due from Lessee that have not yet been finally determined then Lessor may estimate the amounts that will be owed and deduct them from the Security Deposit. When the actual amounts are finally determined, an adjustment shall be made between Lessor and Lessee with payment to or repayment by Lessor, as the circumstance may require, to the end that Lessor shall receive the entire amount actually owed by Lessee and Lessee shall receive reimbursement for any overpayments.

5. UTILITIES. All utilities serving the premises, including but not limited to electricity, water, refuse and garbage service, sewage disposal and pollution abatement charges, impact fees, cable or satellite television and/or radio, data transmission, telephone and other telecommunications, and janitorial service, shall be secured and paid for by Lessee, who shall hold Lessor harmless from any loss or damage, including attorney's fees, arising out of failure by Lessee to pay all utility charges when due. Upon termination of this Lease, Lessee shall not be entitled to a refund of any portion of the security deposit until receipts are provided to Lessor indicating that all utility charges due for service to the premises prior to termination have been paid. For those utilities which are supplied to the premises by Lessor, to the extent any unpaid bills are due Lessor for utilities at the termination of this Lease, Lessor may deduct such unpaid bills from the security deposit under this Lease to the extent any utility deposit placed with Lessor as the provider of utility services is insufficient to pay in full such unpaid charges.

Lessee shall obtain at its expense a dumpster or other appropriate garbage and trash receptacle which can be locked or secured to prevent garbage and trash from being removed unnecessarily, blown or scattered in the surrounding area. The receptacle shall be closed at all times except when garbage or trash is being deposited or properly removed. In case garbage or trash attributable to Lessee is scattered outside of the receptacle so as to constitute an unclean, unattractive or unsanitary condition, Lessor may, at its option, have the refuse cleaned up and bill Lessee for the reasonable cost thereof by adding the same to the next rent installment due as additional rent to become due and payable to Lessor. If the cleanup costs are not paid within 15 days of billing, Lessor may pursue collection in a civil action for damages, or may elect to terminate this Lease without thereby waiving the right to collect the amount due from Lessee as damages. No garbage or trash, including but not limited to paper and cardboard, shall be bundled or left outside of the required and approved receptacle for garbage and trash. Lessee agrees as a condition of this Lease to contract with Lessor for all refuse, garbage and trash disposal including but not limited to any recycling or compactor services, unless Lessor grants its permission in writing for Lessee to contract with another service provider.

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. Lessee shall pay the real property taxes and any special assessments on the Property no later than December 1 of the year in which such taxes first become due and payable, and provide Lessor with a copy of the paid receipt for such taxes. If Lessee fails to timely pay any taxes or special assessments against the Property then Lessor may pay the same and the amount so paid shall be immediately due and payable to Lessor as additional rent.

7. INSURANCE. Lessee shall obtain insurance on the building against damage by fire and other casualty, for the full insurable value of the building, however all proceeds thereof shall be the sole property of Lessor. Lessee is responsible for insuring its own personal property on the premises. Also, Lessee shall at its expense procure, and maintain in force throughout the term, the following policies of insurance:

A. Public liability insurance against any and all claims and demands resulting from injuries received in connection with Lessee's occupancy of the premises, with limits of not less than Two Million Dollars ($2,000,000.00) combined single limit coverage for damages incurred or claimed for death or bodily injury, or for damages to property, with Lessor shown on the policy as an additional insured. The amount of insurance which Lessee is required to carry under this sub- paragraph shall not be construed as a limitation on the damages owed by Lessee to Lessor in the event of a covered incident, and if judgment is entered against Lessor as a result of a covered incident which exceeds the amount of insurance Lessee is required to carry, Lessee shall be responsible for the difference and pay it immediately to Lessor as additional rent hereunder.

B. Workers' Compensation Insurance, providing coverage against injury to Lessee's employees on the premises, to the fullest extent required by law.

C. Any other policies of insurance or special endorsements which Lessor may reasonably request from time to time due to changes in circumstances, or to any special risks arising out of Lessee's operations.

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

"A" rating by A.M. Best. Lessor may obtain its own insurance policy or coverage for the Premises, but such insurance will only be for the benefit and protection of Lessor.

8. MAINTENANCE. Lessor shall have no obligations whatsoever to pay for or perform any maintenance, repairs, or replacements to any portion of the Property or its improvements or facilities. Lessee shall be responsible, at Lessee's sole expense, for performing all maintenance, repairs, and replacements to all portions of the Property and its improvements and facilities during the Term of this Lease. Without limiting the generality of the foregoing, Lessee shall repair, replace, and maintain in good order and condition, ordinary wear and tear excepted, the structural portions of the Premises along with the walls, roof, storefronts, doors, and windows, including plate and window glass, ceilings, and floors in the Premises, and electrical, plumbing (including grease traps), mechanical, fire protection, life safety, sprinklers, plumbing and appliances, HVAC systems, lawn, landscaping and paved areas in a clean, attractive, first class condition. Lessee waives the provisions of any law, or any right Lessee may have under common law, permitting Lessee to make repairs at Lessor's expense or to withhold Rent or terminate this Lease based on any alleged failure of Lessor to make repairs. Lessee shall be responsible for pest control and lawn and landscape care (mowing, trimming, and blowing). To be clear, the intention of the parties is that Lessee pay for all maintenance, repairs, and replacements at the Property during the Term of this Lease. All replacements shall be of equal quality and class to the original items replaced. Lessee shall not commit or allow to be committed any waste on any portion of the Premises. Lessee shall enter into and maintain an annual maintenance contract with an air conditioning service firm. Lessee shall furnish to Lessor from time to time and upon request of Lessor, a copy of the air conditioning maintenance contract and the yearly service reports from the contractor. Lessee shall be responsible for any damage to the roof of the building caused by any air conditioning maintenance activities. Lessee shall maintain the Premises in good repair and in a good, clean, attractive, first class condition and free from trash and rubbish at all times.

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

10. ENTRY AND INSPECTION. At any reasonable time, Lessor may enter the premises personally or through a designated agent and conduct an inspection and/or to determine if Lessee is complying with the terms of this Lease. If such inspection reveals deficiencies, Lessor

may, but shall not be obligated to, make such repairs, or take any other action, as may be necessary to bring Lessee into compliance, and recover the costs thereof either from the deposit, or from Lessee, in which case the costs shall be considered additional rent due immediately from Lessee; failure by Lessee to pay these sums shall be grounds for termination of this lease.

If Lessee has not given timely notice of its intent to exercise its option to renew this Lease for an additional term as provided above, Lessor may show the premises to prospective purchasers and Mortgagees, and during the 90 days prior to termination of this lease, to prospective Lessees, during business hours on reasonable notice to Lessee.

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

12. ALTERATIONS AND IMPROVEMENTS. No alterations or improvements to the premises shall be made by Lessee, nor shall any signs be erected, unless Lessor has reviewed the plans and specifications and given its written consent before commencement of any such work. 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, with Lessor shown as a loss payee thereon in accordance with its interest as fee owner of the premises. 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, and all other personal property of the Lessee including but not limited to signs shall be removed and all damage to the premises caused by such removal shall be fully repaired at Lessee's expense.

13. LIENS. The interest of Lessor in the Property 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 Lessee to the Property are not required to be made under the terms of this Lease and that any improvements which may be made by Lessee do not constitute the “pith of the lease” under applicable Florida case law. Lessee shall keep the Property free and clear from all liens and encumbrances related to any work performed or requested 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 Property. Lessee shall not subject the Property or any interest of Lessor in the Property to any liens for labor, services, or materials furnished to the Premises, without the express written consent of Lessor, and hereby agrees to indemnify and hold Lessor and the Property harmless from all such liens placed upon the Property. No construction liens shall be placed against the Lessor's title to the Property for or on account of the construction of any improvement upon the Property 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 Property, 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 Property 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 affected hereby. 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 into this Lease, the Lessee has made the following representations, and no others:

A. Lessee has inspected the premises and found them to be fit for its intended purposes.

B. Lessee has assured itself that the zoning of the premises will permit the intended use, will not violate any zoning or land use rules during occupancy, and will obtain and keep in force all licenses and permits required for the operation of Lessee's business at the premises. Lessee will comply with all applicable federal, state and local laws, rules and regulations in the operation of its business and will adhere to all terms and conditions of any license or permit issued to Lessee in connection with its operations at the leased premises. Lessee understands that although Lessor has land use authority over the premises, Lessor nonetheless retains all of its permitting and police power authority as a governmental entity, and shall not be obligated by entering into this Lease to grant any permit or approval to Lessee or to treat Lessee differently than any other person or entity endeavoring to open or operate a business in the City of Leesburg on property owned by a third party, nongovernmental person or entity.

C. Lessee is acting solely on its own behalf, and not on behalf of any third party or undisclosed principal whomsoever.Lessee will perform and abide by each and every term, covenant and agreement of this lease.

D. **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," "WHERE-IS" CONDITION, WITH ALL FAULTS.**

E. 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, and excepting only those matters which are the direct (and not vicarious) and proximate result of the gross negligence or willful misconduct of Lessor, Lessee shall indemnify, defend, save, and hold harmless the Lessor and Lessor's officers, directors, members, managers, employees, agents, representative, attorneys and insurers ("Lessor Parties"), from and against any and all claims, demands, damages, and liabilities (including reasonable attorneys' fees and court costs through all levels of appeal) resulting from claims by third parties in connection with the Property or otherwise arising out of Lessee's use, possession, maintenance, repair, replacement, or occupancy of the Property. This Indemnification article 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 article 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. Notwithstanding anything in this section to the contrary, if and to the extent that any loss occasioned by any of the events described in this article exceeds the greater of the coverage or amount of insurance required to be carried by Lessee or the coverage or amount of insurance actually carried by the Lessee, or results from any event not required to be insured against and not actually insured against, Lessee shall pay the amount not actually covered. 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 provision.

17. DAMAGE BY LESSEE OR BY FIRE AND CASUALTY. In the event the premises and/or its improvements are damaged by fire or other casualty, which is not the result of negligence by Lessee, its agents, servants, employees, invitees or guests, Lessor shall repair the damage to the premises and shall be entitled to utilize for that purpose the insurance proceeds payable under Lessee''s fire and casualty policy. While repairs are being effectuated, if the damage renders the premises unusable by Lessee, rent due hereunder shall abate until repairs are completed. If repairs take longer than three months from the date of the casualty damage, Lessee shall have the option to cancel this Lease and upon such cancellation shall have no further obligations hereunder.

If the premises are damaged by the intentional or negligent acts or omissions of Lessee or any of its agents, servants, 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, servants, employees or guests. In the event of damage resulting from the intentional or negligent acts or omissions of Lessee or any of its agents, servants, employees, invitees or guests, rent shall not abate and Lessee shall not have the right to cancel this Lease.

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

19. NO WAIYER. 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. If Lessee defaults in the payment of rent and/or sales tax and said default continues for a period of three (3) days after delivery of written notice from Lessor to Lessee in which Lessor demands that Lessee either (a) make payment of the rent and/or sales tax, that is due or (b) deliver possession of the Premises to Lessor, Lessor may terminate Lessee’s right to possession and may declare immediately due and payable all rent and sales tax, for the balance of the then-existing term of the Lease. If Lessee defaults under any of the other obligations of Lessee under this

Lease, and said default continues for a period of fifteen (15) days after Lessor has delivered to Lessee written notice of the existence of said default, or if said default is a repeat violation within twelve (12) months, Lessor may terminate this Lease, and may declare immediately due and payable all rent and sales tax, for the balance of the then-existing term of the Lease. The foregoing remedies are not intended to limit Lessor's remedies and are available and exercisable by Lessor in addition to any and all other remedies provided under Florida law. If Lessee defaults, Lessor may, but shall have no obligation to, perform the obligations of Lessee, and if Lessor, in doing so, makes any expenditures or incurs any obligation for the payment of money, including reasonable attorneys' fees, the sums so paid or obligations incurred shall be paid by Lessee to Lessor upon receipt of a bill or statement to Lessee therefor.

20. 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.

21. 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.

22. ASSIGNMENT. This lease may not be assigned by Lessee, nor may Lessee sublet the premises either in whole or in part, without prior written permission from Lessor, which may not be withheld unreasonably so long as no default exists hereunder, provided that no change in use is made without the prior, written authorization of Lessor, and provided further that no assignment or change in use violates any other agreements by Lessor. Notwithstanding the foregoing, Lessee may assign Lessee's rights hereunder to Brittany Hernandez (daughter of Bruce A. Silbernagel) provided notice of the assignment is promptly furnished to Lessor. In any case, may Lessee may not assign this Lease while in violation of this Lease and Lessor shall not be required to consent to any sublease or assignment whatsoever as long as Lessee is in violation of any provision of this Lease. Lessee shall not be relieved of its obligations under this Lease upon an approved assignment unless approved in writing by Lessor.

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

The following shall be deemed to be assignments requiring the written consent of Lessor as a condition to continued occupancy of the premises hereunder:

a. Sale of more than 49% of the shares of a corporate Lessee which are issued and outstanding on the commencement date of this lease;

b. Issuance by a corporate lessee of additional shares which results in the shares issued and outstanding on the commencement date of this lease being reduced, after the new issue, to less than 51% of the then outstanding and issued shares;

c. Any other action by a corporate lessee, or its shareholders, the result of which is to reduce the percentage of shares owned by those shareholders existing as of the date of this lease to less than 51%;

d. Any change in the partners of a lessee which is a general partnership;

e. Any change in general partners of a limited partnership lessee or any reduction in the percentage of ownership in the partnership by any general partner.

f. Any change in membership of a limited liability company, change in partners of a limited liability partnership, or other change in equity ownership of any Lessee which is not a natural person, as a result of which the percentage of equity ownership held by those persons who are equity owners as of the date this Lease is signed is reduced below 51%.

23. MEMORANDUM. Lessor may, at its option, record a memorandum of this lease in the Public Records of Lake County, Florida, so as to alert third parties of the nature and duration of Lessee's interests in the premises. Lessee shall cooperate and execute such memorandum upon request by Lessor.

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

A. That no default exists at the time on the part of Lessor, or setting forth the nature of the default if one does exist;

B. The term, rental amount, termination date, renewal rights and other material terms and conditions of this lease;

C. That Lessee's interest is inferior and subordinate to the lien of any mortgage now encumbering Lessor's interest **in** the premises, or hereafter executed by

Lessor.

25. 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 Lessor and Lessee. Lessee agrees that it shall not challenge the fee title of Lessor in the premises or claim any interest superior thereto.

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

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

28. NOTICES. Any notice to be given under this Lease may be given either by a party itself or by its attorney or agent and shall be in writing and delivered by hand, by nationally recognized overnight air courier service (such as FedEx), or by the United States Postal Service, registered or certified mail, return receipt requested, in each case addressed to the respective party at the party’s notice address. Notices to Lessor shall be sent to Lessor’s address stated on the first page of this Lease or at such other address designated by Lessor. Notices to Lessee shall be sent to Lessee at the Property. A notice shall be deemed effective upon receipt or the date sent if it is returned to the addressor because it is refused, unclaimed, or the addressee has moved. Notwithstanding anything to the contrary contained herein, Lessor may serve notices on Lessee by posting at the Property in addition to or in lieu of any other service method, and any such notice posted on the Property shall be deemed delivered on the date of posting.

29. CONSTRUCTION. Any word in this lease shall be read as either singular or plural, and as either masculine, feminine or neuter gender as the context may require. Captions are included for convenience only, and shall not be construed to limit, expand, or otherwise modify the text of this lease in any manner. This Lease is to be construed without regard to which party drafted it or participated most actively in the drafting of it, and it shall be presumed that both parties contributed equally to the drafting of this Lease and to the terms, conditions and covenants contained in it.

30. NATURE OF AGREEMENT. This Lease sets forth the entire understanding of the parties with regard to its subject matter. It supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Lease and to have been extinguished except to the extent specifically set forth herein. This Lease may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. Each party represents for the benefit of the other that it has not entered into this Agreement in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Lease, and each party hereby waives all rights, claims and causes of action based on any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Lease.

31. 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.

32. CONDEMNATION. The parties agree that in the event of an eminent domain taking or conveyance of part or all of the leasehold in lieu of condemnation, Lessor will be exclusively entitled to be paid by the condemning authority any condemnation award or compensation for the value of the real estate taken, for real estate severance damages, and for Lessor's attorney fees and litigation expenses which are taxable against the condemning authority to the extent that the law provides for the same. Further, it is agreed that Lessee/tenant shall be exclusively entitled to be paid by the condemning authority any condemnation award of compensation for expenses related to removal from the leased premises, for any loss of business, for business damages, for any relocation benefits, for moving expenses (excluding expenses for moving property belonging to Lessor), for any losses resulting to trade fixtures owned by Lessee, and for Lessee's attorney fees and litigation expenses taxable against the condemning authority to the extent that the law provides for the same.

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

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

35. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in sufficient quantities, may present health risk to persons who are exposed to **it**

over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

37. RIGHT OF FIRST OFFER.

A. Sale. During the Initial Term and any extension term of this Agreement, Lessor shall not convey fee simple title to the Property or any portion thereof to any third party without first offering to sell the Property to Lessee. At such time as Lessor desires to sell all or any portion of the Property, Lessor shall first furnish written notice to Lessee indicating that Lessor desires to sell the Property (the "Notice of Sale"). Within thirty (30) days of Lessor furnishing a Notice of Sale, Lessee shall have the right, but not the obligation (the "Purchase Right"), to furnish Lessor with a written offer to purchase marketable fee title to the Property (the "Purchase Offer"), which offer shall include a proposed purchase price and all other terms and conditions of the proposed purchase. If Lessor accepts the Purchase Offer, then Lessor shall notify Lessee within fifteen (15) days and the parties will promptly execute a written purchase and sale contract for the Property which incorporates the terms and conditions of the Purchase Offer. If Lessor does not accept the Purchase Offer, then no further notice from Lessor to Lessee is required and Lessor may proceed to sell, transfer, or otherwise convey the Property or any portion thereof to any third party, provided the purchase price is at least ninety percent (90%) of the purchase price proposed by Lessee. If Lessor has not entered into a written purchase and sale contract with a third party within one (1) year of receiving a Purchase Offer, then the Purchase Right will be reinstated along with the foregoing procedures applicable to the Purchase Right. Lessor shall only be required to comply with the procedures of this section if Lessee is not then in default of any term, condition, or provision of this Lease, and the Purchase Right shall automatically terminate and become null and void upon termination of this Lease. Any purchase and sale agreement entered into between Lessor and any third party in violation of the foregoing shall be null and void.

B. Lease. If Lessee exercises each renewal option and is in full compliance with all terms, conditions, and provisions of this Lease, then for a period of one (1) year after expiration of the final renewal term, Lessor may not offer the Property for lease to any third party without first offering to lease the Property to Lessee. Under such circumstances, Lessor shall first furnish written notice to Lessee indicating that Lessor desires to lease the Property (the "Notice of Lease"). Within thirty (30) days of Lessee's receipt of the Notice of Lease from Lessor, Lessee shall have the right, but not the obligation (the "Lease Right"), to furnish Lessor with a written offer to Lease the Property (the "Lease Offer"), which offer shall include a proposed rent rate and all other terms and conditions of the proposed lease. If Lessor accepts the Lease Offer, then Lessor shall notify Lessee within fifteen (15) days and the parties will promptly execute a written lease agreement for the Property which incorporates the terms and conditions of the Lease Offer. If Lessor does not accept the Lease Offer, then no further notice from Lessor to Lessee is required and Lessor may proceed to lease the Property or any portion thereof to any third party, provided the rent rate is at least ninety percent (90%) of the rent rate proposed by Lessee. Lessor shall only be required to comply with the procedures of this section if Lessee is not then in default of any term, condition, or provision of this Lease. Any lease agreement entered into between Lessor and any third party in violation of the foregoing shall be null and void.

38. PERSONAL GUARANTY. Bruce A. Silbernagel and Elaine Silbernagel, individually, jointly, and severally ("Guarantor"), personally guarantee full performance by the Lessee of all obligations imposed on it by this Lease, both monetary and nonmonetary. This shall be an absolute, unconditional and continuing guaranty which shall remain in full force and effect

for so long as the Lessee owes any duty or obligation to the Lessor under this Lease, including after an approved assignment, unless the Lessor specifically releases Guarantor from liability hereunder by a written instrument. This Guaranty shall apply to all debts and obligations of Lessee under this Lease, whether such obligations are now in existence or hereafter incurred, and under the previous lease between the parties referred to above to the extent there may be unperformed obligations remaining outstanding thereunder. Guarantor agrees that in the event of any default by Lessee under this Lease, the Lessor shall have the right to pursue any remedy against the Guarantor either instead of, prior to, or concurrent with any action against the Lessee on account of such default, and agrees further that the Guarantor shall not be entitled to any subrogation against Lessee for any amounts paid to Lessor by Guarantor on behalf of Lessee, until all amounts due and owing to Lessor by Lessee hereunder have been paid in full. Collection from or an attempt to collect from Lessee shall not be a condition precedent to any action against Guarantor hereunder. Guarantor acknowledges and agrees that the debts and obligations incurred under this Guaranty are business and commercial in nature and do not constitute a personal or consumer debt.

IN WITNESS WHEREOF, the parties have executed this Lease.

THE CITY OF LEESBURG, FLORIDA, a
Florida municipal corporation,

By: ______________________________
James A. Burry, Jr., Mayor

ATTEST:

____
J. Andi Purvis, City Clerk

Date: ______________________________

APPROVED AS TO FORM AND CONTENT:

____
William Grant Watson, City Attorney

LESSEE:

FAMILY FURNITURE & CARPET, INC.,
a Florida corporation,

Witnesses to Tenant:

Julia R Pusateri
Signature

Julia R Pusateri
Printed Name

Debora L. Silbernagel
Signature

Debora L. Silbernagel
Printed Name

By: Bruce A. Silbernagel Pres
Bruce A. Silbernagel, President

Date: 8-6-2024

GUARANTORS:

Witnesses to Guarantors:

Julia R Pusateri
Signature

Julia R Pusateri
Printed Name

Debora L. Silbernagel

By: Bruce A. Silbernagel
Bruce A. Silbernagel

Date: 8-6-20-24

Signature

Debora L. Silbernagel

Printed Name

Julia R Pusateri

Signature

Julia R Pusateri

Printed Name

Debora L. Silbernagel

Signature

Debora L. Silbernagel

Printed Name

By: Elaine L Silbernagel

Elaine Silbernagel

Date: 8-6-2024

EXHIBIT "A"

(Legal Description of Property)

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER (SE.1/4) OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING A PORTION OF LOTS 2 AND 3, BLOCK 39 OF SILVER LAKE ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGES

66 THRU 69 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED IN THAT CERTAIN WARRANTY DEED FROM IMPERIAL DISTRIBUTORS OF FLORIDA, INC., A FLORIDA CORPORATION, TO SERVICE MERCHANDICE COMPANY, INC., A TENNESSEE CORPORATION, DATED SEPTEMBER 11, 1985, IN OFFICAL RECORD BOOK 851, PAGES 1234 THRU 1236 OF SAID PUBLIC RECORDS, TO-WIT:

PARCEL A:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF LOT 1 IN SILVER LAKE ADDITION "A" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 41, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, WITH THE SOUTH LINE OF SEC. 16, T19S, R25E, LAKE COUNTY, FLORIDA, AND RUN S. 89 DEG. 48' 00" W., ALONG SAID SECTION LINE 466.52 FEET; THENCE N. 13 DEG. 44' 00" E., 316.70 FEET, MORE OR LESS, TO THE SOUTHERLY RIGHT OF WAY OF U.S. HIGHWAY 441, AS IT NOW EXISTS, RUN THENCE N. 66 DEG. 19' 00" W., ALONG SAID SOUTHERLY RIGHT OF WAY

200.00 FEET TO THE P.O.B. FROM SAID P.O.B., CONTINUE N. 68 DEG. 19' DO" W., ALONG SAID SOUTHERLY RIGHT OF WAY 350.00 FEET; THENCE S. 21 DEG. 41' 00" W., 350.70 FEET; THENCE S. 66 DEG. 19' 00" E., 205.46 FEET, THENCE S. 0 DEG. 12' 00" E., 110.69 FEET, MORE OR LESS, TO THE SOUTH LINE OF AFORESAID SECTION 16; THENCE RUN N. 89 DEG. 48' 00"

E., ALONG SAID SOUTH LINE OF 170 FEET; THENCE N. 13 DEG. 44' 00" E.,

393.84 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL B:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF LOT 1 IN SILVER LAKE ADDITION "A", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 41, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, WITH THE SOUTH LINE OF SEC. 16, TWP. 19S., RGE. 25E. , LAKE COUNTY, FLORIDA, RUN S. 89 DEG. 48' 00" W., ALONG SAID SECTION LINE A DISTANCE OF 466.52 FEET; THENCE N. 13 DEG. 44' 00" E., A DISTANCE OF

316.70 FEET, MORE OR LESS, TO THE SOUTHERLY R/W OF U.S. HIGHWAY NO. 441 AS NOW EXISTS; THENCE RUN N. 68 DEG. 19' 00" W., ALONG SAID SOUTHERLY

R/W 550.00 FEET TO A CONCRETE MONUMENT AND THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID P.0.8., RUN S. 21 DEG. 41' 00" W., 350.70 FEET TO A CONCRETE MONUMENT; THENCE N. 60

DEG. 04' 23" W., 80.64 FEET TO A CONCRETE MONUMENT; THENCE N. 21 DEG. 41' oo" E., 339.11 FEET TO A CONCRETE MONUMENT ON THE SOUTHERLY R/W OF SAID HIGHWAY NO. 441; THENCE S. 68 DEG. 19' 00" E., ALONG SAID R/W 80.0 FEET TO P.O.B.

(END OF LEGAL DESCRIPTION IN OFFICAL RECORD BOOK 851, PAGES 1234 THRU 1236.)

THE ABOVE DESCRIBED PARCEL OF LAND IS LOCATED AT THE LEESBURG REGIONAL AIRPORT, CITY OF LEESBURG, LAKE COUNTY, FLORIDA AND CONTAINS AN AGGRIGATE AREA OF 171,992.122 SQUARE FEET OR 3.948 ACRES.

This Instrument Prepared by
and Return To:
William Grant Watson, Esq.
Stone and Gerken, P.A.
4850 North Highway 19A
Mount Dora, FL 32757

MEMORANDUM OF LEASE

This **MEMORANDUM OF LEASE** ("Memorandum"), is made and entered into this ____ day of _____________, 2024, by and between **THE CITY OF LEESBURG, FLORIDA,** a Florida municipal corporation, whose address is 501 W. Meadow Street, Leesburg, Florida 34748 (referred to herein as the "Landlord") and **FAMILY FURNITURE & CARPET, INC.,** a Florida corporation, whose address is 8626 U.S. Highway 441, Leesburg, Florida 34788 (the "Tenant")..

W I T N E S S E T H :

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement dated ________________, 2024, ("Lease"), wherein Landlord agreed to lease to Tenant and Tenant agreed to lease from Landlord certain land located in Lake County, Florida (the "Leased Premises") more particularly described as follows:

SEE ATTACHED EXHIBIT "A"

WHEREAS, pursuant to Sections 13 and 37 of the Lease, Landlord and Tenant desire to give record notice of the Lease and certain terms and conditions of the Lease.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained in the Lease, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby covenant, acknowledge and agree as follows:

1. **RECITALS**. The foregoing recitals are acknowledged as being true and correct and are incorporated herein by reference.

2. **TERM**. The initial term of the Lease shall be approximately sixty (60) months from November 1, 2024 and expires on October 31, 2029. The Lease contains options to renew for three (3) successive five (5) year terms.

3. **LIEN RIGHTS OF TENANT**. Pursuant to Florida Statutes 713.10, it is the agreement of Landlord and Tenant that Tenant shall have no power to subject Landlord's interest in the Leased Premises to construction, labor, mechanic's, or materialmen's liens of any kind. This agreement is reflected in Section 13 of the Lease. All persons performing work, labor, or supplying materials at the Leased Premises on behalf of Tenant or Landlord shall look solely to the interest of such party and not to that of the other party for sums owed.

5. **RIGHT OF FIRST OFFER**. Pursuant to Section 37 of the Lease and provided Tenant is in compliance with all Lease terms, Tenant has the right of first offer with respect to any prospective sale of the Leased Premises by Landlord during the term of the Lease or any renewal thereof. If Tenant exercises all renewal options and is in compliance with the Lease upon expiration of the final renewal term, then Tenant shall have a right of first offer with respect to Landlord's lease of the Property for a period of one (1) year from the date of the final renewal term's expiration.

6. **EFFECT OF MEMORANDUM**. All other terms, conditions, provisions and covenants of the Lease are hereby incorporated in this Memorandum by reference as though written out at length herein, and this Memorandum and the Lease shall be deemed to constitute a single instrument or document. This Memorandum is intended to give notice of the Lease. All rights and obligations of Landlord and Tenant documented herein are to be governed by and are not intended to alter, modify or amend the terms, covenants, conditions, limitations and restrictions contained in the Lease. In the event of a conflict between the information contained in this Memorandum and the terms and conditions of the Lease, the Lease shall prevail.

IN WITNESS WHEREOF, Landlord and Tenant have hereunto set their respective hands and seals as of the day and year first above written.

Signed, sealed and delivered

LANDLORD:

CITY OF LEESBURG, FLORIDA, a Florida municipal corporation,

Witnesses:

____

Print:________________________
Postal Address:_______________
____

____

Print:________________________
Postal Address:_______________
____

By: ___________________________
James A. Burry, Jr., Mayor

ATTEST:

____
J. Andi Purvis, City Clerk

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization this ___ day of ____________, 2024, by James A. Burry, Jr., as Mayor of the City of Leesburg, Florida, a Florida municipal corporation, who is [_] personally known to me or [_] who produced the following identification:

Notary Public Signature

Notary Public Name

My Commission Number:
My Expiration Date:

(seal)

TENANT:

FAMILY FURNITURE & CARPET, INC.,
a Florida corporation,

Witnesses:

Julia Pusateri
Print: Julia Pusateri
Postal Address: 3579W County Hwy FF Mercer WI 54547

By: Bruce Silbernagel Pres.
Bruce A. Silbernagel, President

Print:
Postal Address:

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization this 6 day of August, 2024, by Bruce A. Silbernagel, as President of Family Furniture & Carpet, Inc., a Florida corporation, who is [_] personally known to me or [X] who produced the following identification:

Julia R Pusateri
Notary Public Signature
Julia R Pusateri
Notary Public Name

My Commission Number: 256138
My Expiration Date: November 5, 2027

(seal)

JULIA R PUSATERI
NOTARY PUBLIC
STATE OF WISCONSIN

EXHIBIT “A”
(Legal Description of Leased Premises)

[insert]

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	5.C.3.
Meeting Date:	August 26, 2024
From:	Al Minner, (City Manager)
Subject:	Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute an agreement with Cutrale Citrus Juices USA, Inc. terminating the Interconnection and Parallel Operation Agreement; and providing an effective date.

Staff Recommendation:
Approve resolution ending the electric interconnection agreement with Cutrale.

Analysis:
The City has served bulk electric and gas services to Cutrale (CocaCola) since the 1980's. In mid-July, Cutrale announced that the Leesburg plant would shut down. This plant closure triggers termination agreements in both the gas and electric services agreement. Last month, the City and Cutrale agreed to terms to end gas service. This agreement ends electric service, effective September 1, 2024, and causes Cutrale to become a standard commercial customer based on usage going forward. While the closure of Cutrale is disappointing for Leesburg for numerous reasons, the end of these contracts makes managing the system easier and less risky for the utility. The electric termination agreement also ends the current interconnection about 45 days earlier than required, which is beneficial to the City.

Procurement Analysis:
N/A

Options:
1. Approve 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, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH CUTRALE CITRUS JUICES USA, INC. TERMINATING THE INTERCONNECTION AND PARALLEL OPERATION AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with Cutrale Citrus Juices USA, Inc., terminating the Interconnection and Parallel Operation 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 26th day of August 2024.

____
Mayor

ATTEST:

____
City Clerk

AGREEMENT TO TERMINATE INTERCONNECTION AND PARALLEL OPERATION AGREEMENT

THIS AGREEMENT TO TERMINATE INTERCONNECTION AND PARALLEL OPERATION AGREEMENT (the "Agreement") is hereby entered into on this 14 day of AUGUST, 2024, by and between THE CITY OF LEESBURG, FLORIDA, a Florida municipal corporation (the "City") and CUTRALE CITRUS JUICES USA INC., a Delaware corporation ("Cutrale").

WITNESSETH:

WHEREAS, the City owns and operates an electric distribution system in and around the municipal boundaries of the City;

WHEREAS, Cutrale and its predecessors have historically operated an interconnected cogeneration facility at Cutrale's plant located in the City pursuant to an Interconnection and Parallel Operating Agreement which was originally entered into by and between the City and Coca Cola Foods in December, 1992 (the "Interconnection Agreement");

WHEREAS, in November, 2015, among other documents, the City and Cutrale executed a written Clarification of the Interconnection Agreement for the purpose of clarifying certain terms and conditions of the Interconnection Agreement (the "Clarification Agreement");

WHEREAS, Cutrale is discontinuing operations at its Leesburg plant and is therefore no longer operating a cogeneration or other qualifying facility at the plant; and

WHEREAS, in light of the foregoing, the parties wish to terminate the Interconnection Agreement, as clarified or modified by the Clarification Agreement, according to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants, agreements, and promises of the parties hereto, and for other good and valuable consideration,

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the receipt and sufficiency of which is hereby acknowledged, the City and Cutrale hereby agree as follows:

1. The above recitals are true and correct and are hereby incorporated herein for all purposes.

2. The Interconnection Agreement, as clarified or modified by the Clarification Agreement, is hereby terminated, effective immediately.

3. On September 1, 2024, and without further notice, interconnection service to Cutrale will be terminated and Cutrale will automatically convert to a general service electrical customer and will be billed according to rates established by the City for such customers. Cutrale shall timely pay for services according to invoices rendered by the City.

4. The City shall retain ownership and possession of all Interconnection Facilities, as defined in the Interconnection Agreement (the "City Retained Facilities"). To the extent Cutrale has any right, title, or other interest in the Interconnection Facilities and/or City Retained Facilities, Cutrale hereby transfers, assigns, and conveys all such right, title, and/or interest to the City, free and clear of any liens or other encumbrances.

5. The City may freely disconnect, use or dispose of the Interconnection Facilities and City Retained Facilities for any purposes and without any restrictions or limitations of any nature whatsoever. Site access for the purpose of disconnecting and/or removing the Interconnection Facilities or City Retained Facilities shall proceed in accordance with Section 7 of the Interconnection Agreement.

6. Cutrale hereby warrants and represents that it has not committed any violations of applicable federal, state, or local environmental laws, codes, ordinances, rules, or regulations associated with the Interconnection Facilities or City Retained Facilities and has no knowledge of any needed or necessary environmental cleanup, response, removal, or remediation

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associated with said Interconnection Facilities, City Retained Facilities, or Transformer. In addition to the indemnification obligations of Cutrale under the Interconnection Agreement, Cutrale will indemnify, defend, save, and hold the City harmless from and against any and all claims, demands, losses, costs, charges, attorney's fees, injuries, damages, judgments, and liabilities of any nature arising out of, related to, or resulting from Cutrale's ownership, use or operation of the Interconnection Facilities, City Retained Facilities, and/or Transformer, except to the extent solely caused by the City's breach of this Agreement or willful misconduct conduct.

7. This Agreement and the surviving portions of the Interconnection Agreement constitute the entire agreement between the parties with respect to termination of the Interconnection Agreement and shall not be modified except by a written instrument executed by each of the parties hereto. If any term, condition, or provision of this Agreement is determined invalid or otherwise unenforceable by a court of competent jurisdiction, then such term, condition, or provision shall be severed from this Agreement and all other terms, conditions, and provisions hereof shall remain in full force and effect. This Agreement shall be construed under the laws of the state of Florida and venue for any litigation or other action arising out of or related to this Agreement shall lie exclusively in a court of competent jurisdiction in and for Lake County, Florida. In the event of any dispute or litigation arising out of or related to this Agreement, the prevailing party shall be entitled to collect reasonable attorney's fees and costs from the nonprevailing party.

8. Notwithstanding anything to the contrary contained herein, termination of the Interconnection Agreement, as clarified or modified by the Clarification Agreement, shall not affect the survival and continuing validity or enforceability of any provision thereof which by its

O.M

nature or express terms is intended to survive termination, including, but not limited to, Section 8 of the Interconnection Agreement.

IN WITNESS WHEREOF, the City and Cutrale have caused this Agreement to be executed on the date herein first written above.

THE CITY OF LEESBURG, FLORIDA,
a Florida municipal corporation,

By:____________________________
James A. Burry, Jr., Mayor

Attest:__________________________
J. Andi Purvis, City Clerk

CUTRALE CITRUS JUICES USA, INC.,
a Delaware corporation

By:____________________________
INDUSTRIAL D. MANAGER
OVIDIO MARTÍNEZ

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	5.C.4.
Meeting Date:	August 26, 2024
From:	Dan Miller, (Planning and Zoning Director), Christine Rock, (Senior Planner)
Subject:	Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Hodges Reserve Phase 1, a subdivision of the City of Leesburg, Florida, being a portion of Section 31, Township 20 South, Range 25 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Hodges Reserve Phase 1)

Staff Recommendation:
Staff recommends approval of the plat for Hodges Reserve Phase 1 subdivision.

Analysis:
The property is generally located east of U.S. Highway 27 and north of Dewey Robbins Road. The proposal is for approval of a plat consisting of 163 single-family residential lots. The review process for zoning, site plan, and construction plans has been completed. Approval of this plat will complete the project review process and allow for the applicant(s) to apply for building permits, construct, and sell homes within this new subdivision.

Procurement Analysis:
N/A

Options:
1. Approve the request for a plat of the new Hodges Reserve Phase 1 subdivision; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:
No direct fiscal impact will result from this action. However, a future positive fiscal impact will result from the completion of the homes to be constructed in this project, in the form of ad valorem taxes, impact fees and utility fees.

RESOLUTION NO. ____________

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING AND APPROVING A PLAT FOR HODGES RESERVE PHASE 1, A SUBDIVISION OF THE CITY OF LEESBURG, FLORIDA, BEING A PORTION OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AND ACCEPTING AND DEDICATING TO THE USE OF THE PUBLIC ANY EASEMENTS OR PUBLIC PLACES SHOWN THEREON AS BEING DEDICATED TO THE PUBLIC; AND PROVIDING AN EFFECTIVE DATE. (HODGES RESERVE PHASE 1)

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

THAT the plat of the following described lands, which is named Hodges Reserve Phase 1 is hereby approved and accepted by the City of Leesburg, Florida; being

A PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST, CITY OF LEESBURG, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST; THENCE RUN N 89°30'16" W ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 894.51 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN N 00°29'44" E, A DISTANCE OF 60.00 FEET TO A POINT ON THE NORTH LINE OF RIGHT-OF-WAY EXTENSION OF DEWEY ROBBINS ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 6289, PAGE 1010, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE RUN N 89°30'16" W ALONG SAID NORTH LINE, A DISTANCE OF 1091.78 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN N 00°42'30" E ALONG SAID WEST LINE, A DISTANCE OF 1270.48 FEET TO A POINT ON THE NORTH LINE OF SAID EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE DEPARTING SAID WEST LINE, RUN S 89°23'11" E ALONG SAID NORTH LINE, A DISTANCE OF 662.59 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE RUN N 00°43'14" E ALONG SAID WEST LINE, A DISTANCE OF 1329.32 FEET TO THE NORTH 1/4 CORNER OF SAID SOUTHEAST 1/4 OF SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN S 89°18'05" E ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1325.91 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN S 00°45'28" W ALONG THE EAST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, A DISTANCE OF 1368.07 FEET; THENCE DEPARTING SAID EAST LINE, RUN S 60°19'45" W, A DISTANCE OF 101.14 FEET; THENCE S 27°14'19" W, A DISTANCE OF 68.99 FEET; THENCE N 01°03'23" W, A DISTANCE OF 22.83 FEET; THENCE N 12°32'55" W, A DISTANCE OF 67.66 FEET; THENCE N 32°18'21" W, A DISTANCE OF 67.66 FEET; THENCE N 40°29'51" W, A DISTANCE OF 23.86 FEET; THENCE N 49°53'10" W, A DISTANCE OF 63.12 FEET; THENCE N 49°53'08" W, A DISTANCE OF 117.41 FEET; THENCE N 49°53'09" W, A DISTANCE OF 80.00 FEET; THENCE N 38°09'10" W, A DISTANCE OF 35.62 FEET; THENCE N 63°46'24" W, A DISTANCE OF 71.27 FEET; THENCE S 89°59'53" W, A DISTANCE OF 651.02 FEET; THENCE SOUTHERLY, 15.46 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 11°48'44" (CHORD BEARING S 05°54'22" W, 15.43 FEET); THENCE S 00°00'00" E, A DISTANCE OF 85.45 FEET; THENCE SOUTHEASTERLY, 31.42 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING S 45°00'00" E, 28.28 FEET); THENCE S 00°00'00" E, A DISTANCE OF 50.00 FEET; THENCE SOUTHWESTERLY, 31.42 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING S 45°00'00" W, 28.28 FEET); THENCE S 00°00'00" E, A DISTANCE OF 59.97 FEET; THENCE SOUTHERLY, 40.17 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 275.00 FEET AND A CENTRAL ANGLE OF 08°22'13" (CHORD

BEARING S 04°11'07" W, 40.14 FEET); THENCE N 90°00'00" E, A DISTANCE OF 565.94 FEET; THENCE S 49°53'09" E, A DISTANCE OF 198.17 FEET; THENCE S 00°00'00" E, A DISTANCE OF 282.31 FEET; THENCE N 90°00'00" W, A DISTANCE OF 100.00 FEET; THENCE S 00°00'00" E, A DISTANCE OF 50.00 FEET; THENCE N 90°00'00" W, A DISTANCE OF 18.44 FEET; THENCE S 00°00'00" E, A DISTANCE OF 146.59 FEET; THENCE N 89°27'21" W, A DISTANCE OF 142.62 FEET; THENCE S 00°44'21" W, A DISTANCE OF 428.99 FEET; THENCE N 89°30'16" W, A DISTANCE OF 233.41 FEET; THENCE S 00°29'44" W, A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 76.289 ACRES, MORE OR LESS.

(See Exhibit A, Hodges Reserve Phase 1 Plat attached)

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 26th day of August 2024.

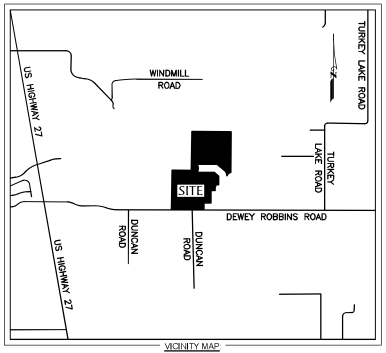
____
Mayor

ATTEST:

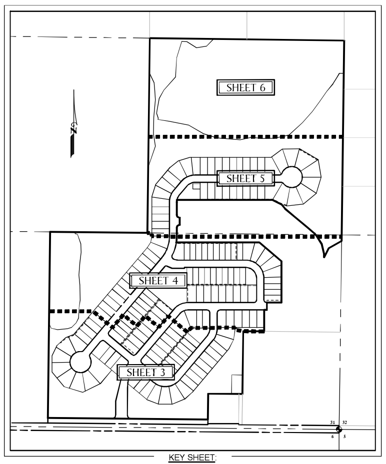
____
City Clerk

HODGES RESERVE PHASE 1

LYING IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST, CITY OF LEESBURG, LAKE COUNTY, FLORIDA



VICINITY MAP
NOT TO SCALE



KEY SHEET
SCALE 1" = 400.00'

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

GeoPoint Surveying, Inc.
528 NORTHLAKE BLVD, STE 1040
ALTAMONTE SPRINGS, FLORIDA 32701
PHONE: (321) 270-0440
FAX: (813) 248-2266
WWW.GEOPOINTSURVEY.COM
LICENSED BUSINESS NUMBER LB 7768

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST, CITY OF LEESBURG, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST; THENCE RUN N 89°30'16" W ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 894.51 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN N 00°29'44" E, A DISTANCE OF 60.00 FEET TO A POINT ON THE NORTH LINE OF RIGHT-OF-WAY EXTENSION OF DEWEY ROBBINS ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 6289, PAGE 1010, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE RUN N 89°30'16" W ALONG SAID NORTH LINE, A DISTANCE OF 1091.78 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN N 00°42'30" E ALONG SAID WEST LINE, A DISTANCE OF 1270.48 FEET TO A POINT ON THE NORTH LINE OF SAID EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE DEPARTING SAID WEST LINE, RUN S 89°23'11" E ALONG SAID NORTH LINE, A DISTANCE OF 662.59 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE RUN N 00°43'14" E ALONG SAID WEST LINE, A DISTANCE OF 1329.32 FEET TO THE NORTH 1/4 CORNER OF SAID SOUTHEAST 1/4 OF SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN S 89°18'05" E ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1325.91 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN S 00°45'28" W ALONG THE EAST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, A DISTANCE OF 1368.07 FEET; THENCE DEPARTING SAID EAST LINE, RUN S 60°19'45" W, A DISTANCE OF 101.14 FEET; THENCE S 27°14'19" W, A DISTANCE OF 68.99 FEET; THENCE N 01°03'23" W, A DISTANCE OF 22.83 FEET; THENCE N 12°32'55" W, A DISTANCE OF 67.66 FEET; THENCE N 32°18'21" W, A DISTANCE OF 67.66 FEET; THENCE N 40°29'51" W, A DISTANCE OF 23.86 FEET; THENCE N 49°53'10" W, A DISTANCE OF 63.12 FEET; THENCE N 49°53'08" W, A DISTANCE OF 117.41 FEET; THENCE N 49°53'09" W, A DISTANCE OF 80.00 FEET; THENCE N 38°09'10" W, A DISTANCE OF 35.62 FEET; THENCE N 63°46'24" W, A DISTANCE OF 71.27 FEET; THENCE S 89°59'53" W, A DISTANCE OF 651.02 FEET; THENCE SOUTHERLY, 15.46 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 11°48'44" (CHORD BEARING S 05°54'22" W, 15.43 FEET); THENCE S 00°00'00" E, A DISTANCE OF 85.45 FEET; THENCE SOUTHEASTERLY, 31.42 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING S 45°00'00" E, 28.28 FEET); THENCE S 00°00'00" E, A DISTANCE OF 50.00 FEET; THENCE SOUTHWESTERLY, 31.42 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING S 45°00'00" W, 28.28 FEET); THENCE S 00°00'00" E, A DISTANCE OF 59.97 FEET; THENCE SOUTHERLY, 40.17 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 275.00 FEET AND A CENTRAL ANGLE OF 08°22'13" (CHORD BEARING S 04°11'07" W, 40.14 FEET); THENCE N 90°00'00" E, A DISTANCE OF 565.94 FEET; THENCE S 49°53'09" E, A DISTANCE OF 198.17 FEET; THENCE S 00°00'00" E, A DISTANCE OF 282.31 FEET; THENCE N 90°00'00" W, A DISTANCE OF 100.00 FEET; THENCE S 00°00'00" E, A DISTANCE OF 50.00 FEET; THENCE N 90°00'00" W, A DISTANCE OF 18.44 FEET; THENCE S 00°00'00" E, A DISTANCE OF 146.59 FEET; THENCE N 89°27'21" W, A DISTANCE OF 142.62 FEET; THENCE S 00°44'21" W, A DISTANCE OF 428.99 FEET; THENCE N 89°30'16" W, A DISTANCE OF 233.41 FEET; THENCE S 00°29'44" W, A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 76.289 ACRES, MORE OR LESS.

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH RIGHT OF WAY LINE OF DEWEY ROBBINS ROAD, HAVING A GRID BEARING OF N 89°30'16" W THE GRID BEARINGS AS SHOWN HEREON REFER TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICA HORIZONTAL DATUM OF 1983 (NAD 83-2011 ADJUSTMENT) FOR THE EAST ZONE OF FLORIDA
2. ALL LINES INTERSECTING A CURVE ARE RADIAL (R) UNLESS OTHERWISE NOTED AS NON-RADIAL (NR).
3. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES: PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS NOTE SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY, SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
4. TRACTS D-1, D-2 AND D-3 ARE RESERVED FOR DRAINAGE (ALSO REFERRED TO AS "STORM DRAINAGE"). TRACT LS-1 IS RESERVED FOR THE LIFT STATION. TRACT BS-1 IS RESERVED FOR THE BOOSTER PUMP STATION. TRACTS OS-1, 0S-2, OS-3, OS-4, OS-5, OS-6 AND OS-7 ARE RESERVED FOR OPEN SPACE. TRACT R (AMBROSE DRIVE, HODGES RESERVE AVENUE, MORTIMER WAY AND RODERICK WAY) IS RESERVED FOR RIGHT-OF-WAY. TRACTS W-1, W-2 AND W-3 ARE RESERVED FOR WETLAND.
5. INDIVIDUAL LOT PURCHASERS SHALL BE REQUIRED TO COMPLY WITH ALL LANDSCAPE MAINTENANCE REQUIREMENTS AS SET FORTH IN SECTION 9.01. LAND DEVELOPMENT REGULATIONS.
6. UPON CONVEYANCE OF THE STORMWATER SYSTEM TO THE DEWEY ROBBINS COMMUNITY DEVELOPMENT DISTRICT, IT WILL BE THE RESPONSIBILITY OF THE DEWEY ROBBINS COMMUNITY DEVELOPMENT DISTRICT TO OPERATE AND MAINTAIN ANY STORMWATER MANAGEMENT SYSTEM NOT LOCATED WITHIN THE RIGHTS-OF-WAY OF ROADS UNLESS SUCH RESPONSIBILITY IS VOLUNTARILY ASSUMED BY THE CITY OF LEESBURG AND IN SUCH CASE, THE CITY OF LEESBURG SHALL BE ENTITLED TO UTILIZE ALL TRACTS AND EASEMENTS DESIGNATED ON THIS PLAT FOR STORMWATER PURPOSES.
7. THE LANDS CONTAINED WITHIN THIS PLAT LIE WITHIN FLOOD ZONES "A" AND "X" ACCORDING TO FLOOD INSURANCE RATE MAP, MAP NO. 12069C0480F, COMMUNITY NO. 120421, LAKE COUNTY, FLORIDA, DATED DECEMBER 18, 2012 AND ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
8. THIS PLAT CONTAINS LOTS 1 THROUGH 163 FOR A TOTAL OF 163 LOTS. THE PLAT IS PART OF A PHASED DEVELOPMENT PROJECT.

EASEMENTS:

THE OWNER DOES HEREBY GRANT A NON-EXCLUSIVE DRAINAGE EASEMENT TO THE DEWEY ROBBINS COMMUNITY DEVELOPMENT DISTRICT, OR OTHER CUSTODIAL OR MAINTENANCE ENTITY, FOR INGRESS/EGRESS FOR LAKE MAINTENANCE, LANDSCAPE, SURFACE AND STORM WATER DRAINAGE, INSTALLATION, MAINTENANCE AND REPLACEMENT OF IRRIGATION LINES AND OTHER IMPROVEMENTS AND FOR ACCESS OVER, UNDER AND ACROSS ALL PORTIONS OF THE PLAT DEPICTED AS "DRAINAGE EASEMENT".

UNLESS OTHERWISE NOTED, UTILITY EASEMENTS OF 10 FEET ALONG EACH FRONT LOT LINE FOR THE PURPOSE OF ACCOMMODATING SURFACE AND UNDERGROUND UTILITIES ARE GRANTED TO THE PERPETUAL USE OF THE PUBLIC FOR PROPER USE.

AT THE TIME OF RECORDING THIS PLAT IS AFFECTED BY THE FOLLOWING RECORDED DOCUMENTS FOUND IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA: (WHICH THIS REFERENCE DOES NOT ACT TO REIMPOSE SAME)

EASEMENT IN FAVOR OF FLORIDA POWER CORPORATION RECORDED NOVEMBER 18, 1965, IN OFFICIAL RECORDS BOOK 299, PAGE 316, AND RE-RECORDED JUNE 10, 1968, IN OFFICIAL RECORDS BOOK 360, PAGE 755, AS AFFECTED BY MEMORANDUM AND NOTICE OF FINAL JUDGMENT RECORDED FEBRUARY 25, 2009, IN OFFICIAL RECORDS BOOK 3736, PAGE 2189, PUBLIC RECORDS.

CITY OF LEESBURG ORDINANCE NO. 22-04 RECORDED JANUARY 12, 2022, IN OFFICIAL RECORDS BOOK 5875, PAGE 2435, PUBLIC RECORDS.

ASSIGNMENT OF DEVELOPMENT RIGHTS, CREDITS, AND APPROVALS BY AND BETWEEN RAY KEMP, AS TRUSTEE OF THE RAY KEMP TRUST AGREEMENT DATED OCTOBER 10, 1990, KATHERINE MARIE NORMAN, AND MICHAEL DAVID KEMP, ASSIGNOR, AND TLC HODGES RESERVE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ASSIGNEE, RECORDED NOVEMBER 22, 2022, IN OFFICIAL RECORDS BOOK 6055, PAGE 2175, AS ASSIGNED TO LANDSEA HOMES OF FLORIDA, LLC, A DELAWARE LIMITED LIABILITY COMPANY, BY PARTIAL ASSIGNMENT OF DEVELOPMENTS RIGHTS, PERMITS, APPROVALS AND ENGINEERING WORK RECORDED IN OFFICIAL RECORDS BOOK 6276, PAGE 2070, AND ASSIGNED TO MVP DEVELOPMENT CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, BY ASSIGNMENT OF DEVELOPMENT RIGHTS, CREDITS, AND APPROVALS RECORDED IN OFFICIAL RECORDS BOOK 6317, PAGE 1595, PUBLIC RECORDS.

RECORDED NOTICE OF ENVIRONMENTAL RESOURCE PERMIT BY ST. JOHNS RIVER WATER MANAGEMENT DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 6194, PAGE 1872, PUBLIC RECORDS.

PROPORTIONATE SHARE MITIGATION AGREEMENT FOR HODGES RESERVE, RECORDED IN OFFICIAL RECORDS BOOK 6228, PAGE 1911, PUBLIC RECORDS.

NOTICE OF COMMENCEMENT RECORDED JANUARY 9, 2024, IN OFFICIAL RECORDS BOOK 6267, PAGE 1371, PUBLIC RECORDS.

UTILITIES IMPROVEMENT AGREEMENT FOR HODGES RESERVE, ANTHONY PROPERTY AND LAKECO DEWEY PLANNED UNIT DEVELOPMENTS BY AND BETWEEN THE CITY OF LEESBURG, A FLORIDA MUNICIPAL CORPORATION, AND TLC HODGES RESERVE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND TLC DR HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, RECORDED FEBRUARY 22, 2024 IN OFFICIAL RECORDS BOOK 6287, PAGE 1022, PUBLIC RECORDS.

POST CLOSING AGREEMENT WITH NOTICE OF PURCHASE RIGHT AND AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN MVP DEVELOPMENT CALIFORNIA, LLC, TLC HODGES RESERVE, LLC, AND LANDSEA HOMES OF FLORIDA, LLC, RECORDED APRIL 17, 2024 IN OFFICIAL RECORDS BOOK 6317, PAGE 1603, PUBLIC RECORDS.

THIRD AMENDMENT TO MEMORANDUM OF OPTION AGREEMENT BY MVP DEVELOPMENT CALIFORNIA, LLC IN FAVOR OF LANDSEA HOMES CORPORATION, A DELAWARE CORPORATION, RECORDED APRIL 17, 2024 IN OFFICIAL RECORDS BOOK 6317, PAGE 1618, PUBLIC RECORDS.

SHEET INDEX:

SHEET 1 - VICINITY MAP, SURVEYOR NOTES, LEGAL DESCRIPTION, DEDICATION
SHEET 2 - BOUNDARY DIMENSIONS
SHEETS 3 THROUGH 6 - LOT AND TRACT DIMENSIONS

CERTIFICATES OF APPROVAL

CITY ENGINEER ______________ SIGNATURE DATE

PLANNING AND ZONING MANAGER ______________ SIGNATURE DATE

CITY ATTORNEY ______________ SIGNATURE DATE

CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND WAS FILED FOR RECORD ON ________________ AT __________ FILE NO. ________________.

____
CLERK OF THE CIRCUIT COURT IN AND FOR LAKE COUNTY, FLORIDA

CERTIFICATE OF APPROVAL OF MUNICIPALITY

THIS IS TO CERTIFY, THAT THIS PLAT WAS PRESENTED TO THE CITY COMMISSION OF LEESBURG, FLORIDA AND APPROVED BY SAID CITY COMMISSION OF LEESBURG FOR RECORD, AND DEDICATION OF THE TRACTS R, LS-1 AND BS-1 AND THE UTILITY EASEMENTS STATED ABOVE ARE ACCEPTED FOR MUNICIPAL PURPOSES OF SAID CITY ON ___ DAY OF ______________, 2024 PROVIDED THAT THIS PLAT IS RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LAKE COUNTY, FLORIDA WITHIN 90 DAYS FROM THE DATE OF APPROVAL BY SAID CITY COMMISSION CITY OF LEESBURG, FLORIDA.

ATTEST

______________ CITY CLERK
______________ MAYOR/COMMISSONER

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A REGISTERED SURVEYOR AND MAPPER, FULLY LICENSED TO PRACTICE IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER HIS SUPERVISION, AND THAT THIS PLAT COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES.

______________ DATE ________
DAVID MAXWELL
PROFESSIONAL LAND SURVEYOR NO. LS7311
GEOPOINT SURVEYING, INC.
(LICENSED BUSINESS NUMBER LB 7768)
528 NORTHLAKE BLVD, SUITE 1040,
ALTAMONTE SPRINGS, FLORIDA 32701

HODGES RESERVE PHASE 1

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED LANDSEA HOMES OF FLORIDA, LLC, A DELAWARE LIMITED LIABILITY COMPANY BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE FOREGOING CAPTION TO THIS PLAT, DOES HEREBY DEDICATE UTILITY, WALL AND DRAINAGE EASEMENTS AND TRACTS OS-1, OS-2, OS-3, OS-4, OS-5, OS-6, OS-7, D-1, D-2, D-3, R, W-1, W-2 AND W-3 TO THE DEWEY ROBBINS COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") AND MAINTENANCE RESPONSIBILITY IS THAT OF THE DISTRICT WITHOUT ANY RECOURSE TO THE CITY, COUNTY OR ANY OTHER PUBLIC AGENCY. R, LS-1 AND BS-1 ARE HEREBY DEDICATED TO THE CITY OF LEESBURG. THE CITY SHALL HAVE THE RIGHT AND OBLIGATION TO MAINTAIN SUCH TRACT.

IN WITNESS WHEREOF SAID OWNER HAS EXECUTED THESE UNDER HIS RESPECTIVE SEAL THIS _____ DAY OF ________________, 2024.

WITNESSES:

SIGNATURE ______________
PRINTED NAME ______________
ADDRESS ______________
SIGNATURE ______________
PRINTED NAME ______________
ADDRESS ______________

LANDSEA HOMES OF FLORIDA, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS AGENT FOR MVP DEVELOPMENT CALIFORNIA, LLC

____
JARED WILKEN, VICE PRESIDENT

STATE OF FLORIDA

COUNTY OF __________

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ____ PHYSICAL PRESENCE OR ____ ONLINE NOTARIZATION, THIS _____ DAY OF ______________, 2024 BY JARED WILKEN, VICE PRESIDENT OF LANDSEA HOMES OF FLORIDA, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS AGENT FOR MVP DEVELOPMENT CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ON BEHALF OF THE COMPANY WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED ________________ AS IDENTIFICATION.

SIGNATURE OF NOTARY PUBLIC ______________

PRINTED NAME OF NOTARY PUBLIC ______________

(SEAL)

IN WITNESS WHEREOF DEWEY ROBBINS COMMUNITY DEVELOPMENT DISTRICT HAS CAUSED THESE PRESENTS TO BE SIGNED BY THE AUTHORIZED AGENT NAMED BELOW BY: DEWEY ROBBINS COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF THE SPECIAL PURPOSE GOVERNMENT CREATED AND EXISTING PURUSANT TO CHAPTER 190, FLORIDA STATUTES.

WITNESSES:

SIGNATURE ______________
PRINTED NAME ______________
ADDRESS ______________
SIGNATURE ______________
PRINTED NAME ______________
ADDRESS ______________

DEWEY ROBBINS COMMUNITY DEVELOPMENT DISTRICT

____
TONY IORIO, CHAIRMAN

STATE OF FLORIDA

COUNTY OF ______________

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ____ PHYSICAL PRESENCE OR ____ ONLINE NOTARIZATION, THIS ____ DAY OF ____________, 2024 BY TONY IORIO, WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED ____________________ AS IDENTIFICATION.

SIGNATURE OF NOTARY PUBLIC ______________

PRINTED NAME OF NOTARY PUBLIC ______________

(SEAL)

REVIEWER STATEMENT

PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES, AND FIND THAT SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER; PROVIDED, HOWEVER, THAT MY REVIEW DOES NOT INCLUDE FIELD VERIFICATION OF ANY OF THE COORDINATES, POINTS OR MEASUREMENTS SHOWN ON THIS PLAT.

______________ DATE ________
STEVEN B. WILEY PSM REGISTRATION NUMBER LS 5951

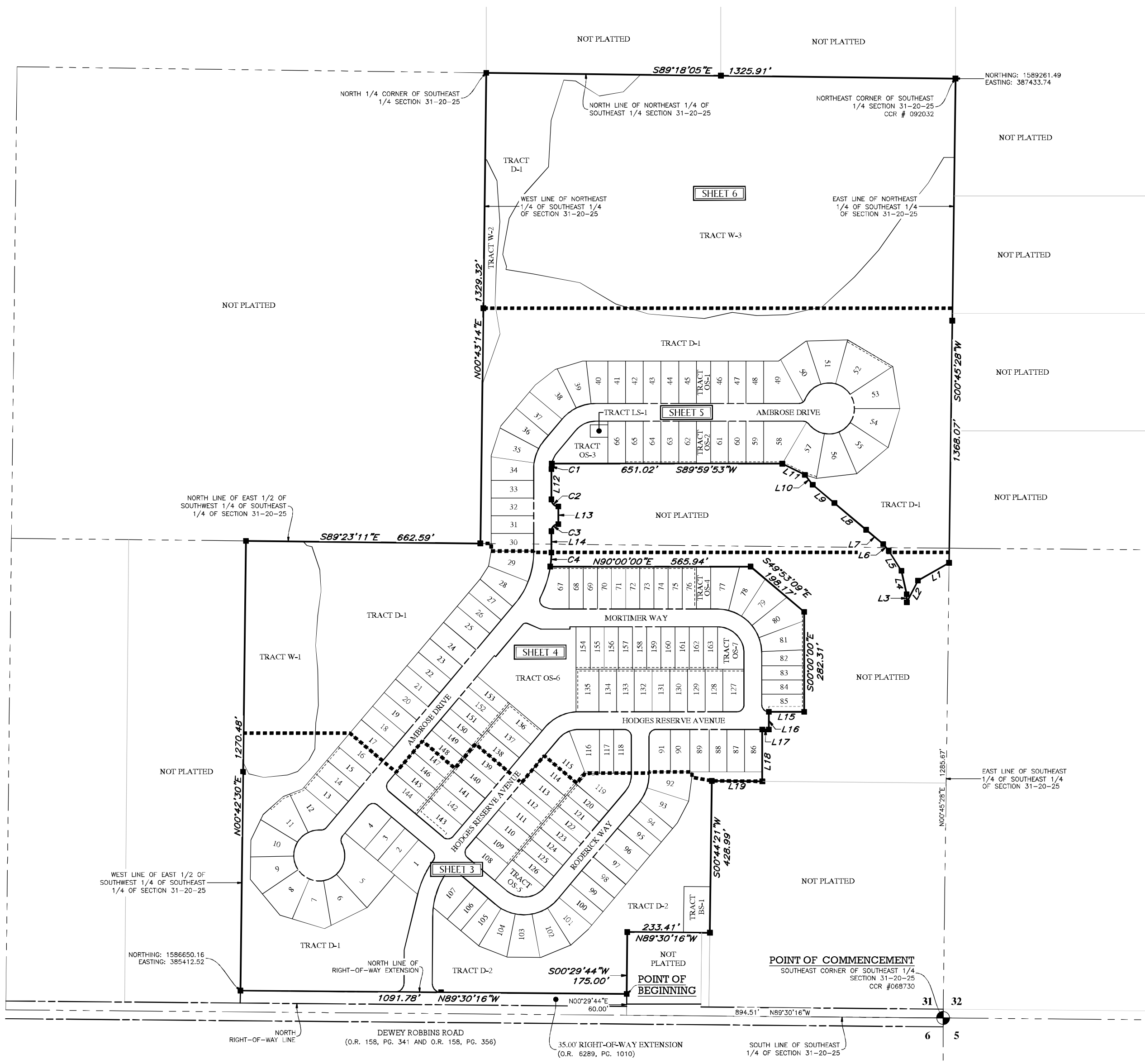
HODGES RESERVE PHASE 1

LYING IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST, CITY OF LEESBURG, LAKE COUNTY, FLORIDA

PLAT BOOK PAGE

NORTH

SCALE: 1" = 150.00'



Curve Data Table					
No.	Radius	Arc	Δ	Bearing	Chord
C1	75.00'	15.46'	11°48'44"	S05°54'22"W	15.43'
C2	20.00'	31.42'	90°00'00"	S45°00'00"E	28.28'
C3	20.00'	31.42'	90°00'00"	S45°00'00"W	28.28'
C4	275.00'	40.17'	8°22'13"	N04°11'07"E	40.14'

Line Data Table		
No.	Bearing	Length
L1	S60°19'45"W	101.14'
L2	S27°14'19"W	68.99'
L3	N01°03'23"W	22.83'
L4	N12°32'55"W	67.66'
L5	N32°18'21"W	67.66'
L6	N40°29'51"W	23.86'
L7	N49°53'10"W	63.12'
L8	N49°53'08"W	117.41'
L9	N49°53'09"W	80.00'
L10	N38°09'10"W	35.62'
L11	N63°46'24"W	71.27'
L12	S00°00'00"E	85.45'
L13	S00°00'00"E	50.00'
L14	S00°00'00"E	59.97'
L15	N90°00'00"W	100.00'
L16	S00°00'00"E	50.00'
L17	N90°00'00"W	18.44'
L18	S00°00'00"E	146.59'
L19	N89°27'21"W	142.62'

LEGEND:

- ■ indicates (P.R.M.) Permanent Reference Monument – 4"x4" Concrete Monument LB7768, unless otherwise noted.
- ● indicates (P.C.P.) Permanent Control Point Nail & Disk LB7768 PCP
- (NR) indicates non-radial line
- PG. indicates page number
- P.C. indicates point of curvature
- P.T. indicates point of tangency
- P.I. indicates point of intersection
- U.E. indicates utility easement
- D.E. indicates drainage easement
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- R.P. indicates radius point
- OA indicates overall distance
- CCR indicates certified corner record
- W.E. indicates wall easement
- ℄ indicates centerline

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LICENSED BUSINESS NUMBER LB 7768

HODGES RESERVE PHASE 1

LYING IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST, CITY OF LEESBURG, LAKE COUNTY, FLORIDA

LEGEND:

- indicates (P.R.M.) Permanent Reference Monument - 4"x4" Concrete Monument LB7768, unless otherwise noted.
- indicates (P.C.P.) Permanent Control Point Nail & Disk LB7768 PCP
- (NR) ---- indicates non-radial line
- PG. ---- indicates page number
- CCR ---- indicates certified corner records
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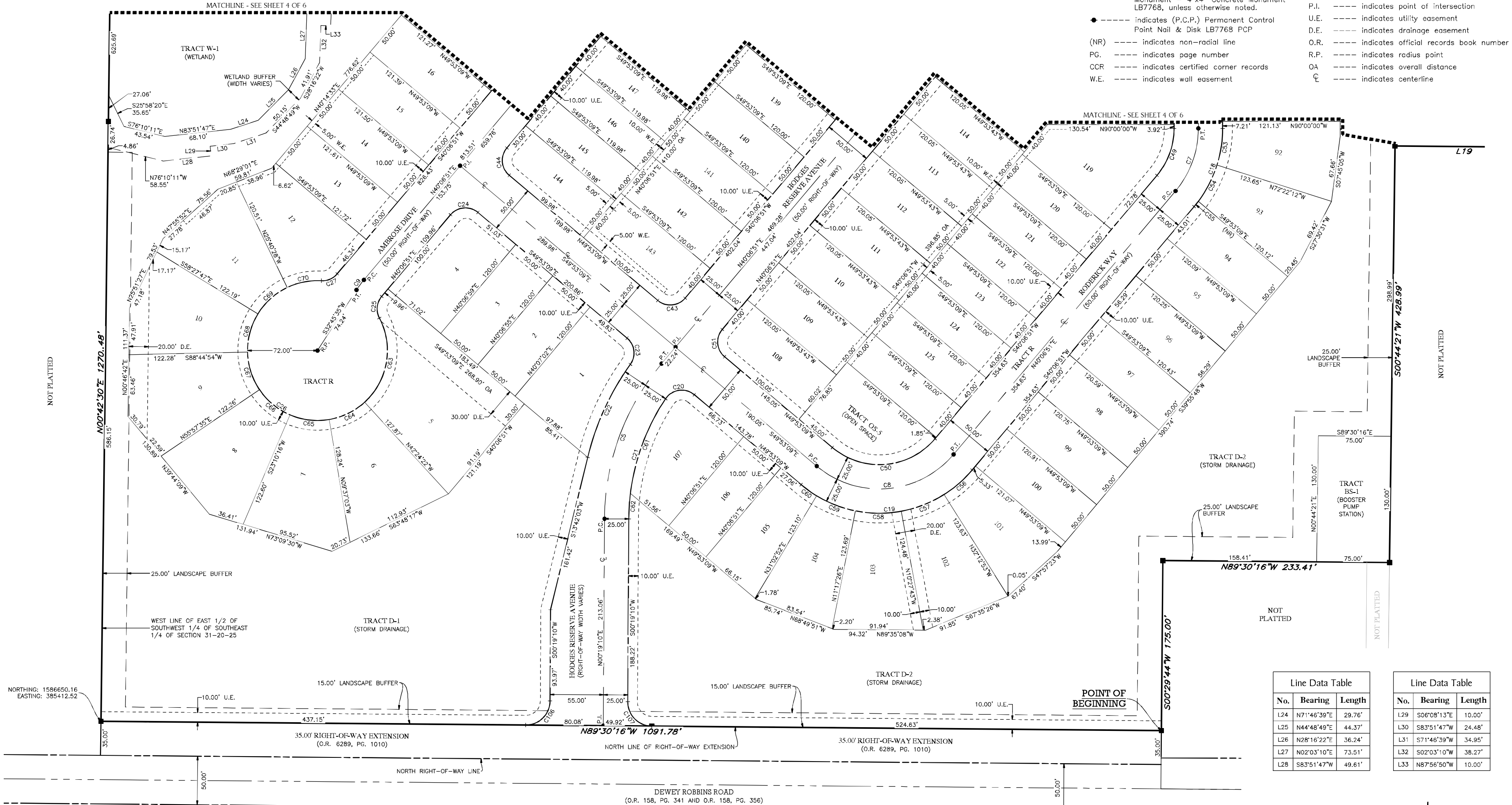

Line Data Table		
No.	Bearing	Length
L24	N71°46'39"E	29.76'
L25	N44°48'49"E	44.37'
L26	N28°16'22"E	36.24'
L27	N02°03'10"E	73.51'
L28	S83°51'47"W	49.61'

Line Data Table		
No.	Bearing	Length
L29	S06°08'13"E	10.00'
L30	S83°51'47"W	24.48'
L31	S71°46'39"W	34.95'
L32	S02°03'10"W	38.27'
L33	N87°56'50"W	10.00'

Curve Data Table					
No.	Radius	Arc	Δ	Bearing	Chord
C5	250.00'	173.64'	39°47'41"	N20°13'01"E	170.17'
C7	100.00'	70.01'	40°06'51"	S20°03'26"W	68.59'
C8	100.00'	157.08'	90°00'00"	S85°06'51"W	141.42'
C9	100.00'	12.84'	7°21'16"	N36°26'13"E	12.83'
C18	125.00'	87.52'	40°06'51"	N20°03'26"E	85.74'
C19	125.00'	196.35'	90°00'00"	N85°06'51"E	176.78'
C20	20.00'	33.64'	96°22'25"	S81°55'39"W	29.81'
C21	225.00'	131.24'	33°25'16"	S17°01'48"W	129.39'

Curve Data Table					
No.	Radius	Arc	Δ	Bearing	Chord
C22	275.00'	106.01'	22°05'17"	S24°38'45"W	105.36'
C23	20.00'	29.87'	85°34'32"	N07°05'52"W	27.17'
C24	20.00'	31.42'	90°00'00"	S85°06'51"W	28.28'
C25	20.00'	23.69'	67°51'30"	S06°11'06"W	22.33'
C26	72.00'	378.11'	300°53'27"	S57°17'56"E	71.03'
C27	20.00'	18.51'	53°01'56"	N66°37'50"E	17.86'
C43	20.00'	31.42'	90°00'00"	N85°06'51"E	28.28'
C44	20.00'	31.42'	90°00'00"	S04°53'09"E	28.28'

Curve Data Table					
No.	Radius	Arc	Δ	Bearing	Chord
C49	75.00'	52.51'	40°06'51"	N20°03'26"E	51.44'
C50	75.00'	117.81'	90°00'00"	N85°06'51"E	106.07'
C51	20.00'	31.42'	90°00'00"	S04°53'09"E	28.28'
C53	125.00'	38.36'	17°34'53"	N08°47'26"E	38.21'
C54	125.00'	42.17'	19°19'44"	N27°14'45"E	41.97'
C55	125.00'	6.99'	3°12'15"	N38°30'44"E	6.99'
C56	125.00'	38.55'	17°40'16"	N48°56'59"E	38.40'
C57	125.00'	47.46'	21°45'10"	N68°39'42"E	47.17'

Curve Data Table					
No.	Radius	Arc	Δ	Bearing	Chord
C58	125.00'	47.46'	21°45'10"	S89°35'08"E	47.17'
C59	125.00'	43.10'	19°45'26"	S68°49'51"E	42.89'
C60	125.00'	19.78'	9°03'59"	S54°25'08"E	19.76'
C61	225.00'	104.82'	26°41'28"	S20°23'42"W	103.87'
C62	225.00'	26.43'	6°43'48"	S03°41'04"W	26.41'
C63	72.00'	94.67'	75°20'17"	N09°55'30"E	88.00'
C64	72.00'	41.20'	32°47'19"	N63°59'18"E	40.64'
C65	72.00'	41.20'	32°47'19"	S83°13'24"E	40.64'

Curve Data Table					
No.	Radius	Arc	Δ	Bearing	Chord
C66	72.00'	41.20'	32°47'19"	S50°26'05"E	40.64'
C67	72.00'	41.20'	32°47'19"	S17°38'46"E	40.64'
C68	72.00'	41.20'	32°47'19"	S15°08'33"W	40.64'
C69	72.00'	41.20'	32°47'19"	S47°55'52"W	40.64'
C70	72.00'	36.22'	28°49'16"	S78°44'10"W	35.84'
C106	25.00'	39.35'	90°10'34"	N45°24'27"E	35.41'
C107	25.00'	39.19'	89°49'26"	S44°35'33"E	35.30'

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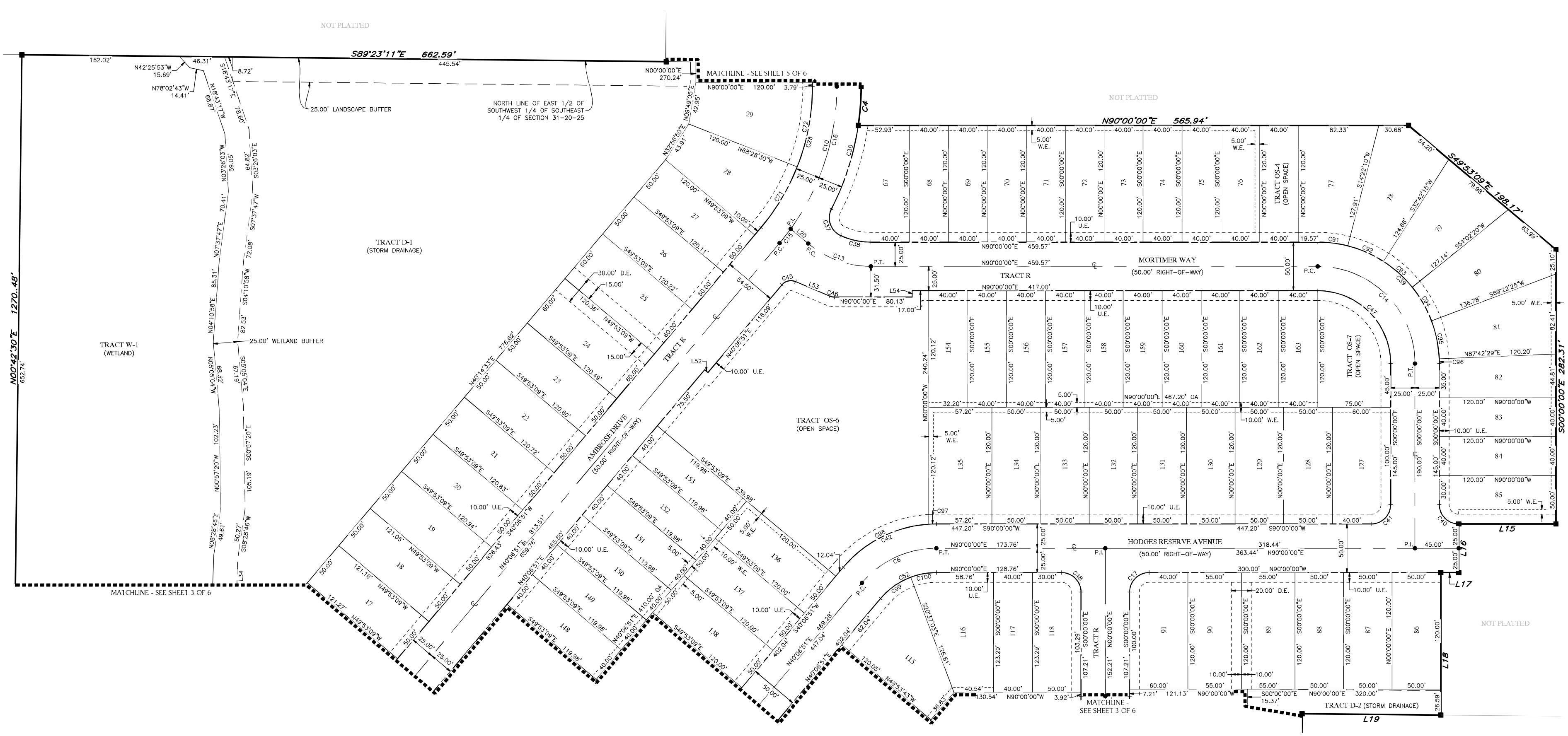
HODGES RESERVE PHASE 1

LYING IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST, CITY OF LEESBURG, LAKE COUNTY, FLORIDA



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Curve Data Table

No.	Radius	Arc	Δ	Bearing	Chord
C4	275.00'	40.17'	8°22'13"	N04°11'07"E	40.14'
C6	100.00'	87.07'	49°53'09"	N65°03'26"E	84.34'
C10	250.00'	175.03'	40°06'51"	N20°03'26"E	171.48'
C13	100.00'	70.01'	40°06'51"	S69°56'34"E	68.59'
C14	100.00'	157.08'	90°00'00"	N45°00'00"W	141.42'
C15	250.00'	18.62'	4°16'01"	N37°58'51"E	18.61'
C16	250.00'	156.41'	35°50'51"	N17°55'25"E	153.88'
C17	20.00'	31.42'	90°00'00"	S45°00'00"W	28.28'
C28	225.00'	157.53'	40°06'51"	N20°03'26"E	154.33'
C36	275.00'	90.65'	18°53'11"	N17°48'49"E	90.24'
C37	20.00'	32.40'	92°49'00"	S19°09'06"E	28.97'

Curve Data Table

No.	Radius	Arc	Δ	Bearing	Chord
C38	75.00'	31.99'	24°26'24"	S77°46'48"E	31.75'
C39	125.00'	196.35'	90°00'00"	N45°00'00"W	176.78'
C40	20.00'	31.42'	90°00'00"	S45°00'00"E	28.28'
C41	20.00'	31.42'	90°00'00"	N45°00'00"E	28.28'
C42	125.00'	108.83'	49°53'09"	S65°03'26"W	105.43'
C45	12.00'	15.27'	72°54'46"	S76°34'14"W	14.26'
C46	12.00'	4.82'	23°01'38"	S78°29'11"E	4.79'
C47	75.00'	117.81'	90°00'00"	N45°00'00"W	106.07'
C48	20.00'	31.42'	90°00'00"	N45°00'00"W	28.28'
C52	75.00'	65.30'	49°53'09"	S65°03'26"W	63.26'
C71	225.00'	73.00'	18°35'21"	N30°49'11"E	72.68'

Curve Data Table

No.	Radius	Arc	Δ	Bearing	Chord
C72	225.00'	84.53'	21°31'30"	N10°45'45"E	84.03'
C91	125.00'	31.35'	14°22'10"	N82°48'55"W	31.27'
C92	125.00'	40.00'	18°20'05"	N66°27'47"W	39.83'
C93	125.00'	40.00'	18°20'05"	N48°07'42"W	39.83'
C94	125.00'	40.00'	18°20'05"	N29°47'38"W	39.83'
C95	125.00'	40.00'	18°20'05"	N11°27'33"W	39.83'
C96	125.00'	5.00'	2°17'31"	N01°08'45"W	5.00'
C97	125.00'	7.80'	3°34'39"	S88°12'40"W	7.80'
C98	125.00'	101.03'	46°18'29"	S63°16'06"W	98.30'
C99	75.00'	38.36'	29°18'28"	S54°46'05"W	37.95'
C100	75.00'	26.94'	20°34'41"	S79°42'40"W	26.79'

Line Data Table

No.	Bearing	Length
L15	N90°00'00"W	100.00'
L16	S00°00'00"E	50.00'
L17	N90°00'00"W	18.44'
L18	S00°00'00"E	146.59'
L19	N89°27'21"W	142.62'
L20	S49°53'09"E	23.44'
L34	S02°03'10"W	37.33'
L52	S49°51'45"E	4.50'
L53	S66°58'22"E	38.26'
L54	N00°00'00"E	6.50'

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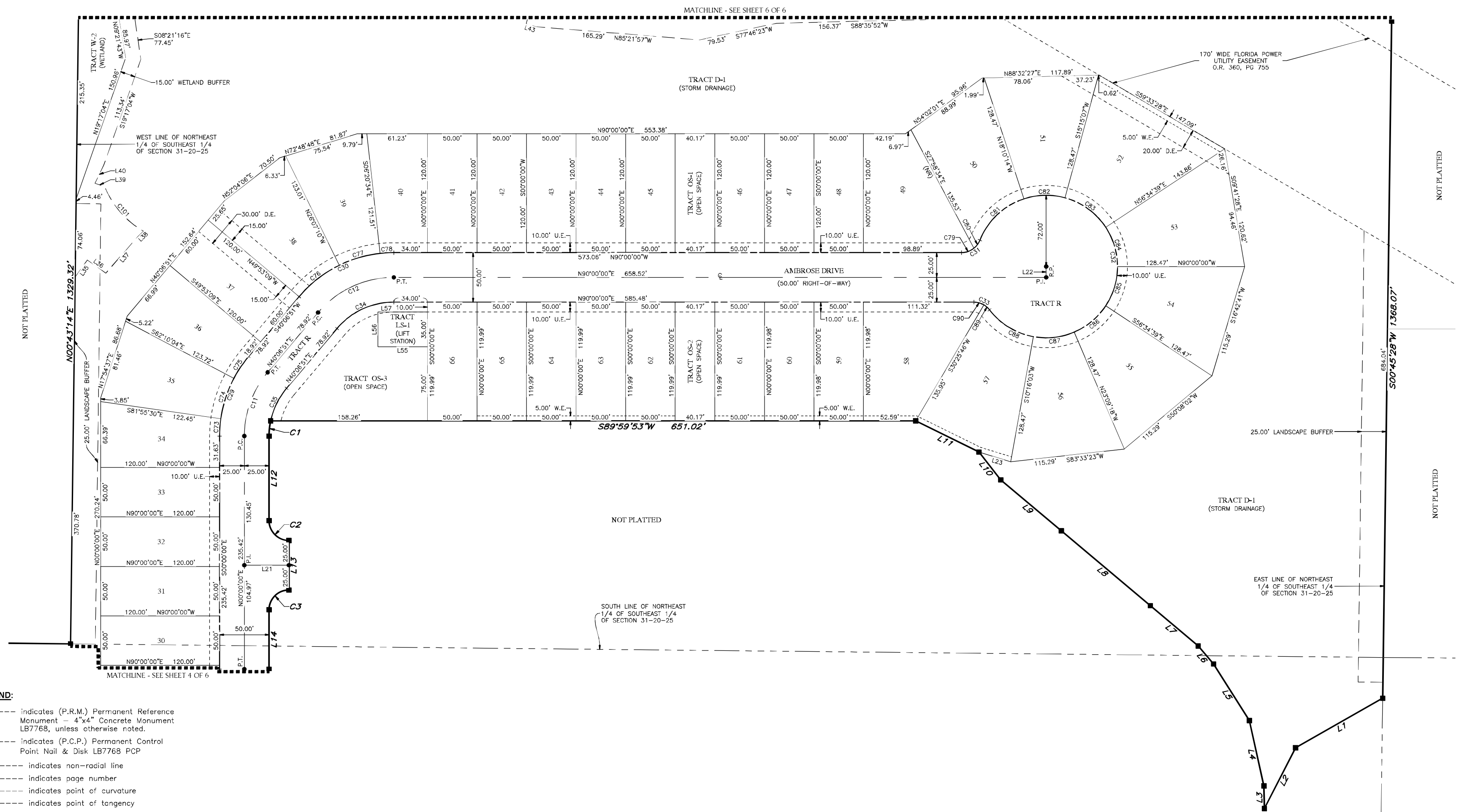
HODGES RESERVE PHASE 1

LYING IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST, CITY OF LEESBURG, LAKE COUNTY, FLORIDA



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Curve Data Table

No.	Radius	Arc	Δ	Bearing	Chord
C1	75.00'	15.46'	11°48'44"	S05°54'22"W	15.43'
C2	20.00'	31.42'	90°00'00"	S45°00'00"E	28.28'
C3	20.00'	31.42'	90°00'00"	S45°00'00"W	28.28'
C11	100.00'	70.01'	40°06'51"	S20°03'26"W	68.59'
C12	100.00'	87.07'	49°53'09"	S65°03'26"W	84.34'
C29	125.00'	87.52'	40°06'51"	S20°03'26"W	85.74'
C30	125.00'	108.83'	49°53'09"	S65°03'26"W	105.43'
C31	20.00'	23.83'	68°16'18"	N55°51'51"E	22.45'
C32	72.00'	378.02'	300°49'22"	N07°51'37"W	71.10'
C33	20.00'	18.34'	52°33'04"	N63°43'28"W	17.71'

Curve Data Table

No.	Radius	Arc	Δ	Bearing	Chord
C34	75.00'	65.30'	49°53'09"	S65°03'26"W	63.26'
C35	75.00'	37.05'	28°18'08"	S25°57'48"W	36.67'
C73	125.00'	17.62'	8°04'30"	S04°02'15"W	17.60'
C74	125.00'	43.10'	19°45'26"	S17°57'13"W	42.89'
C75	125.00'	26.80'	12°16'56"	S33°58'24"W	26.74'
C76	125.00'	51.85'	23°45'58"	S51°59'50"W	51.48'
C77	125.00'	43.15'	19°46'37"	S73°46'08"W	42.93'
C78	125.00'	13.84'	6°20'34"	S86°49'43"W	13.83'
C79	20.00'	13.52'	38°43'50"	N70°38'05"E	13.26'
C80	20.00'	10.31'	29°32'28"	N36°29'56"E	10.20'

Curve Data Table

No.	Radius	Arc	Δ	Bearing	Chord
C81	72.00'	62.96'	50°06'04"	S46°46'44"W	60.97'
C82	72.00'	42.00'	33°25'21"	S88°32'27"W	41.41'
C83	72.00'	51.93'	41°19'32"	N54°05'07"W	50.81'
C84	72.00'	42.00'	33°25'21"	N16°42'41"W	41.41'
C85	72.00'	42.00'	33°25'21"	N16°42'41"E	41.41'
C86	72.00'	42.00'	33°25'21"	N50°08'02"E	41.41'
C87	72.00'	42.00'	33°25'21"	N83°33'23"E	41.41'
C88	72.00'	53.14'	42°17'01"	S58°35'26"E	51.94'
C89	20.00'	7.72'	22°07'23"	N48°30'38"W	7.67'
C90	20.00'	10.62'	30°25'41"	N74°47'10"W	10.50'

Line Data Table

No.	Bearing	Length
L1	S60°19'45"W	101.14'
L2	S27°14'19"W	68.99'
L3	N01°03'23"W	22.83'
L4	N12°32'55"W	67.66'
L5	N32°18'21"W	67.66'
L6	N40°29'51"W	23.86'
L7	N49°53'10"W	63.12'
L8	N49°53'08"W	117.41'
L9	N49°53'09"W	80.00'

Line Data Table

No.	Bearing	Length
L10	N38°09'10"W	35.62'
L11	N63°46'24"W	71.27'
L12	S00°00'00"E	85.45'
L13	S00°00'00"E	50.00'
L14	S00°00'00"E	59.97'
L21	N90°00'00"W	45.00'
L22	N00°00'00"E	10.94'
L23	N72°57'25"W	33.58'
L35	S35°31'21"W	21.00'

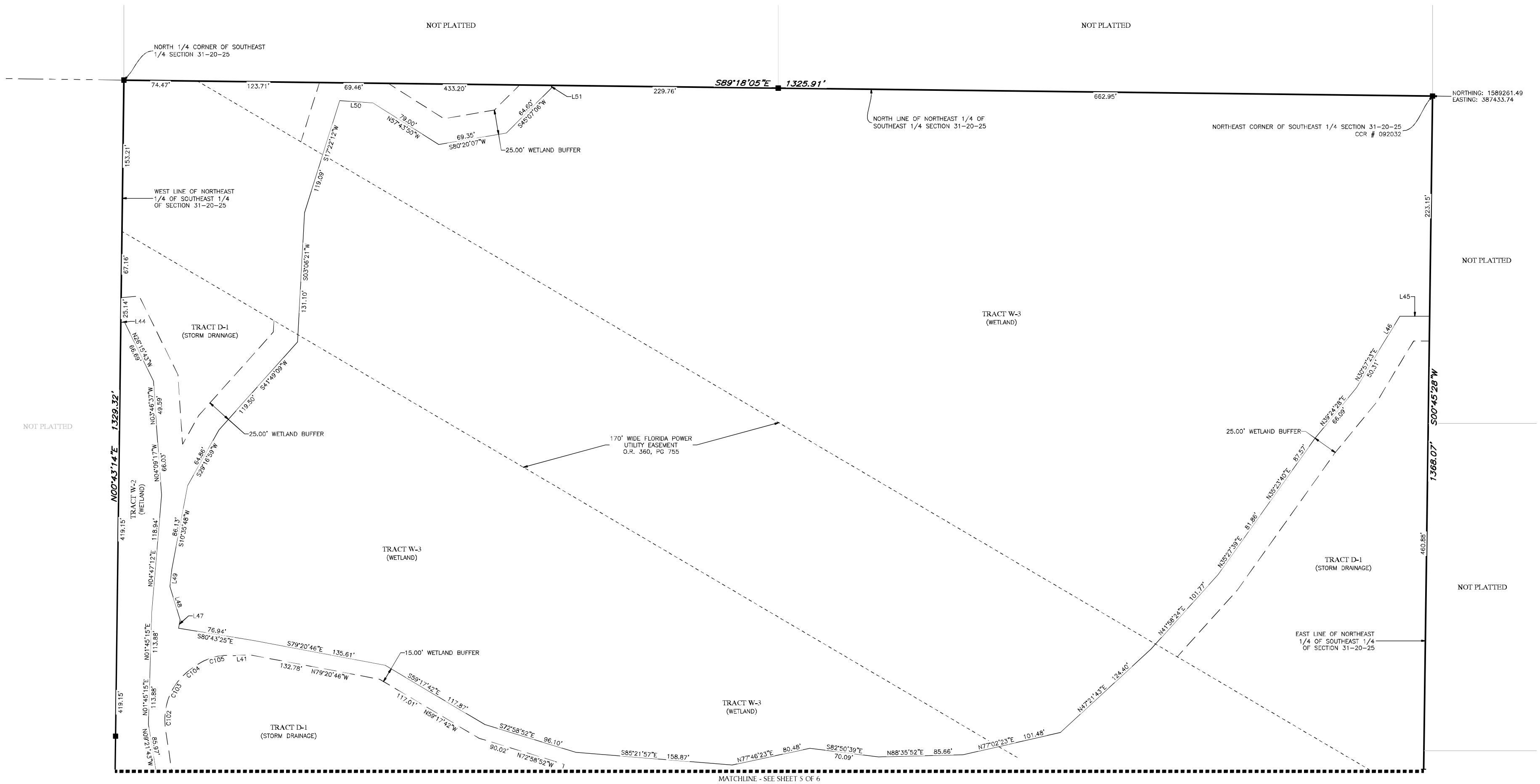
Line Data Table

No.	Bearing	Length
L36	N54°28'39"W	22.92'
L37	S41°14'48"W	49.04'
L38	S46°22'57"W	7.86'
L39	S70°42'56"E	10.42'
L40	S26°13'21"W	20.15'
L43	N72°58'52"W	10.59'
L55	N90°00'00"W	50.00'
L56	N00°00'00"E	35.00'
L57	N90°00'00"E	50.00'

HODGES RESERVE PHASE 1

LYING IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST, CITY OF LEESBURG, LAKE COUNTY, FLORIDA

PLAT BOOK PAGE



LEGEND:

- ■ ------ indicates (P.R.M.) Permanent Reference Monument – 4"x4" Concrete Monument LB7768, unless otherwise noted.
- ◆ ------ indicates (P.C.P.) Permanent Control Point Nail & Disk LB7768 PCP
- (NR) ---- indicates non-radial line
- PG. ---- indicates page number
- P.C. ---- indicates point of curvature
- P.T. ---- indicates point of tangency
- P.I. ---- indicates point of intersection
- U.E. ---- indicates utility easement
- D.E. ---- indicates drainage easement
- O.R. ---- indicates official records book number
- R.P. ---- indicates radius point
- OA ---- indicates overall distance
- CCR ---- indicates certified corner record
- W.E. ---- indicates wall easement
- ℄ ---- indicates centerline

Line Data Table

No.	Bearing	Length
L41	S88°14'54"W	19.44'
L44	S84°41'19"W	3.76'
L45	S89°48'51"E	30.13'
L46	N31°39'53"E	34.50'
L47	S11°09'08"W	8.52'
L48	S17°04'14"E	35.44'
L49	S06°35'28"W	17.56'
L50	N85°59'24"W	33.74'
L51	S01°10'26"E	2.81'

Curve Data Table

No.	Radius	Arc	Δ	Bearing	Chord
C102	69.12'	32.08'	26°35'37"	S01°52'19"W	31.79'
C103	61.99'	29.49'	27°15'28"	S29°37'06"W	29.21'
C104	88.77'	25.44'	16°25'20"	S52°57'21"W	25.36'
C105	51.47'	31.91'	35°31'14"	S77°49'24"W	31.40'

GeoPoint Surveying, Inc.
528 NORTHLAKE BLVD, STE 1040
ALTAMONTE SPRINGS, FLORIDA 32701
PHONE: (321) 270-0440
FAX: (813) 248-2266
WWW.GEOPOINTSURVEY.COM
LICENSED BUSINESS NUMBER LB 7768

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	5.C.5.
Meeting Date:	August 26, 2024
From:	Andi Purvis, (City Clerk)
Subject:	Resolution of the City Commission of the City of Leesburg, Florida, accepting a Corrective Utility Easement to the City of Leesburg from Michael Stoyanovich and Janet Cary Stoyanovich, for the purpose of granting the City an Easement over the property described therein; and providing an effective date.

Staff Recommendation:
Staff recommends accepting and approving the Resolution for a Corrective Utility Easement from Michael Stoyanovich and Janet Cary Stoyanovich, for the property described therein.

Analysis:
Michael Stoyanovich and Janet Cary Stoyanovich are granting a Corrective Utility Easement to the City of Leesburg, Florida for the purpose of construction, installation, repair, maintenance, replacement, and improvement of underground or above ground utilities, including but not limited to water, sewer, reuse water, natural gas, and electricity.

Procurement Analysis:
N/A

Options:
1. Approve 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 CORRECTIVE UTILITY EASEMENT TO THE CITY OF LEESBURG FROM MICHAEL STOYANOVICH AND JANET CARY STOYANOVICH, FOR THE PURPOSE OF GRANTING THE CITY AN EASEMENT OVER THE PROPERTY DESCRIBED THEREIN; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Corrective Utility Easement granted to the City of Leesburg by Michael Stoyanovich and Janet Cary Stoyanovich for the purpose of granting the City a Utility Easement 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 26th day of August 2024.

____
Mayor

ATTEST:

____
City Clerk

Prepared by/return to:
Jennifer M. Cotch, Esq.
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, Florida 32757

This Corrective Utility Easement is being recorded to correct an error in the sketch of description exhibit to the Utility Easement dated April 30, 2024, and recorded as Instrument Number 2024080179 on July 10, 2024, in O.R. Book 6362, Page 1402, Public Records of Lake County, Florida.

CORRECTIVE UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT ("**Easement**") is hereby granted by **MICHAEL STOYANOVICH AND JANET CARY STOYANOVICH**, husband and wife, whose mailing address is 8268 SW 172 Terrace, Palmetto Bay, FL 33157 (collectively "**GRANTORS,**") 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, does 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** reserves 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 warrants and covenants 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:

Signature

Drago Stoyanovich
Printed Name

1830 N. 51 Avenue, Hollywood Florida 33021
Address

Signature

Kristen Goff
Printed Name

11105 SW 132 COURT MIAMI FL 33186
Address

GRANTORS:

By: ______________________
MICHAEL STOYANOVICH

By: ______________________
JANET CARY STOYANOVICH

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this 17 day of July, 2024, by **MICHEAL STOYANOVICH AND JANET CARY STOYANOVICH**, husband and wife, who are [X] personally known to me or [ ] who produced the following identification:

SHIRLEY HANA WILLIAMS
Notary Public - State of Florida
Commission # HH 091738
My Comm. Expires Feb 10, 2025
Bonded through National Notary Assn.

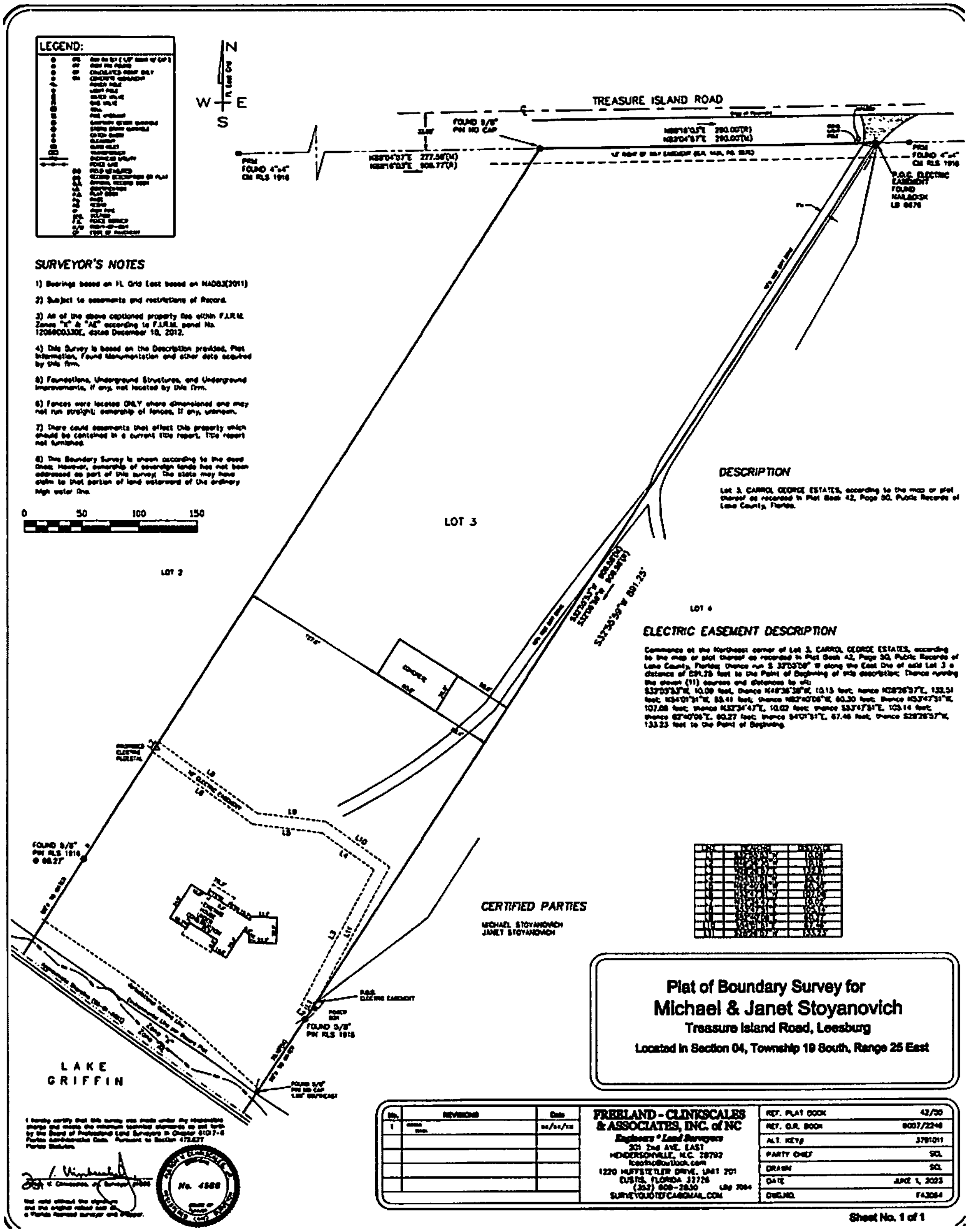
My Commission Number:
My Expiration Date:

Notary Public Signature

Notary Public Name

(seal)

EXHIBIT "A"


LEGEND:
TREASURE ISLAND ROAD
SURVEYOR'S NOTES
DESCRIPTION
LOT 3
LOT 2
LOT 4
ELECTRIC EASEMENT DESCRIPTION
CERTIFIED PARTIES
MICHAEL STOYANOVICH
JANET STOYANOVICH
LAKE GRIFFIN
Plat of Boundary Survey for
Michael & Janet Stoyanovich
Treasure Island Road, Leesburg
Located in Section 04, Township 19 South, Range 25 East
FREELAND - CLINKSCALES & ASSOCIATES, INC. of NC
Sheet No. 1 of 1

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	5.C.6.
Meeting Date:	August 26, 2024
From:	Andi Purvis, (City Clerk)
Subject:	Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from RK United Properties, LLC for the purpose of granting the City an Easement over the property described therein; and providing an effective date.

Staff Recommendation:
Staff recommends accepting and approving the Resolution for a Utility Easement from RK United Properties, LLC, for the property described therein.

Analysis:
RK United Properties, LLC is granting a Utility Easement to the City of Leesburg, Florida for the construction, installation, alteration, operation, repair, maintenance, and replacement of a lift station, underground electric lines, and related facilities.

Procurement Analysis:
N/A

Options:
1. Approve 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 TO THE CITY OF LEESBURG FROM RK UNITED PROPERTIES, LLC FOR THE PURPOSE OF GRANTING THE CITY AN EASEMENT OVER 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 RK United Properties, LLC, for the purpose of granting the City a Utility Easement 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 26th day of August 2024.

____
Mayor

ATTEST:

____
City Clerk

Prepared by/return to:
Jennifer M. Cotch. Esq.
Stone & Gerken. P.A.
4850 N. Highway 19A
Mount Dora. Florida 32757

UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT ("**Easement**") is hereby granted by **RK UNITED PROPERTIES, LLC, a Florida limited liability company,** whose mailing address is 4464 E Shirley Shores Road, Tavares, Florida 32778 ("**GRANTOR,**") to the **CITY OF LEESBURG, FLORIDA**, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns ("**GRANTEE**");

WITNESSETH:

THAT **GRANTOR**, 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, does 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**"), 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.

GRANTOR 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, **GRANTOR** 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. **GRANTOR** reserves 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.

GRANTOR warrants and covenants that **GRANTOR** is 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 **GRANTOR** on the day and year first above written.

WITNESSES:

Joy A Zepkowski
Signature
Joy A Zepkowski
Printed Name
3340 Wedgewood Ln
Address The Villages, FL 32162

Signature
Jermaine Williams
Printed Name
3340 Wedgewood Ln
Address the Villages, FL 32162

GRANTOR:

RK UNITED PROPERTIES, LLC, a Florida limited liability company

By: ____________

Print: Karen Weber

Title: Owner

STATE OF FLORIDA
COUNTY OF Sumter

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this 30 day of July, 2024, by Karen Weber, as owner of RK UNITED PROPERTIES, LLC, a Florida limited liability company, who is [ ] personally known to me or [X] who produced the following identification: Fe dl

Meganguntler
Notary Public Signature
Megan Boyette
Notary Public Name

My Commission Number: HH 195834
My Expiration Date: Nov 7, 2025

(seal)

MEGAN BOYETTE
Notary Public - State of Florida
Commission # HH 195834
My Comm. Expires Nov 7, 2025

EXHIBIT "A"

Sheet 1 of 2

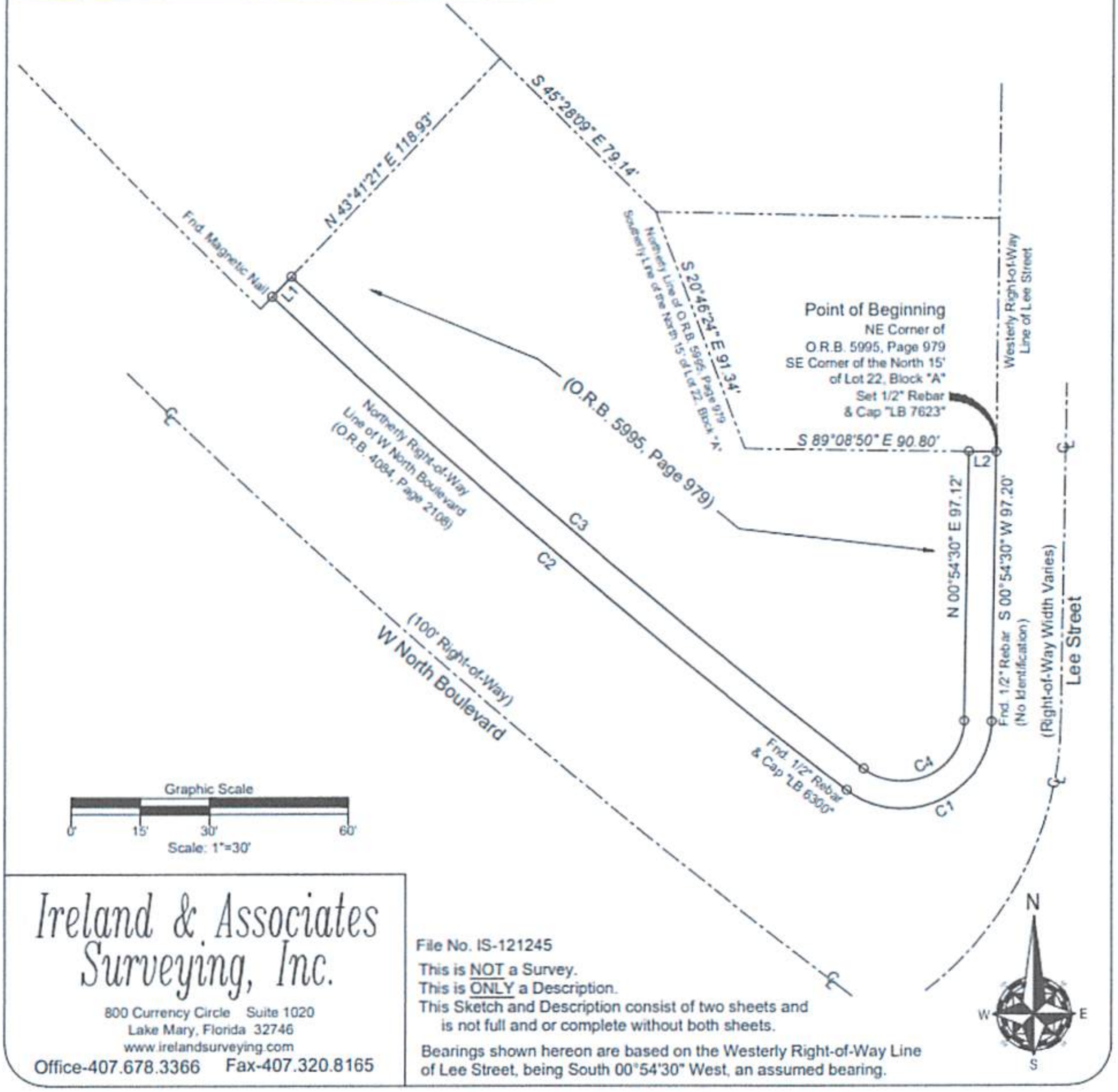
Location Of Sketch

Vicinity Map
(Not To Scale)

Sketch of Description

Curve Table					
Curve	Radius	Arc	Delta	Bearing	Chord
C1	32.51'	71.50'	126°01'14"	S 64°37'37" W	57.94'
C2	2807.68'	273.95'	05°35'25"	N 49°23'00" W	273.84'
C3	2797.68'	272.90'	05°35'20"	S 49°23'01" E	272.80'
C4	22.51'	49.44'	125°50'26"	N 64°40'47" E	40.08'

Line Table		
Line	Bearing	Length
L1	N 43°41'21" E	10.00'
L2	S 89°08'50" E	10.00'



Ireland & Associates
Surveying, Inc.

800 Currency Circle Suite 1020
Lake Mary, Florida 32746
www.irelandsurveying.com
Office-407.678.3366 Fax-407.320.8165

File No. IS-121245

This is NOT a Survey.
This is ONLY a Description.
This Sketch and Description consist of two sheets and is not full and or complete without both sheets.

Bearings shown hereon are based on the Westerly Right-of-Way Line of Lee Street, being South 00°54'30" West, an assumed bearing.

Boundary Survey

Legal Description:

THAT PART OF LOTS 19 TO 22, INCLUSIVE, IN BLOCK "A", OF WHISPERING PINES, A SUBDIVISION IN THE CITY OF LEESBURG, FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 2, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

FROM THE MOST WESTERLY CORNER OF LOT 6, IN SAID BLOCK "A", RUN THENCE SOUTHWESTERLY ALONG THE SOUTHWESTERLY EXTENSION OF THE NORTHWESTERLY LINE OF SAID LOT 6, A DISTANCE OF 10.12 FEET; RUN THENCE NORTHWESTERLY AND PARALLEL WITH THE NORTHEASTERLY LINE OF LOT 17, IN SAID BLOCK "A", TO THE NORTHWESTERLY LINE OF SAID LOT 17; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 17 TO THE MOST WESTERLY CORNER OF SAID LOT 17, THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF LOTS 17, 18 AND 19, IN SAID BLOCK "A", TO A POINT THAT IS MEASURED 325 FEET, ALONG THE SOUTHWESTERLY LINE OF LOTS 19, 20, 21 AND 22, IN SAID BLOCK "A", FROM THE MOST SOUTHERLY CORNER OF SAID LOT 22, FOR A POINT OF BEGINNING FOR THE FOLLOWING DESCRIBED PARCEL, TO-WIT: CONTINUE THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF LOTS 19, 20, 21 AND 22, FOR A DISTANCE OF 325 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 22; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 22 TO THE NORTHEAST CORNER OF SAID LOT 22; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 22 TO THE NORTHWEST CORNER OF SAID LOT 22; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 22, A DISTANCE OF 15 FEET; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE TO A POINT THAT IS 14.64 FEET WEST OF THE MOST EASTERLY CORNER OF LOT 20 IN SAID BLOCK "A", WHEN MEASURED ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 2 IN SAID BLOCK "A"; THENCE NORTHWESTERLY AND PARALLEL WITH THE NORTHEASTERLY LINE OF LOTS 20 AND 19 OF SAID BLOCK "A" TO A POINT THAT IS NORTHEASTERLY OF THE POINT OF BEGINNING WHICH IS INTERSECTED BY A LINE DRAWN SOUTHWESTERLY, AND PARALLEL WITH THE LINE OF SAID LOT 19; THENCE SOUTHWESTERLY AND PARALLEL WITH THE WESTERLY LINE OF SAID LOT 19 TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE NORTH 15 FEET OF LOT 22 IN SAID BLOCK "A".

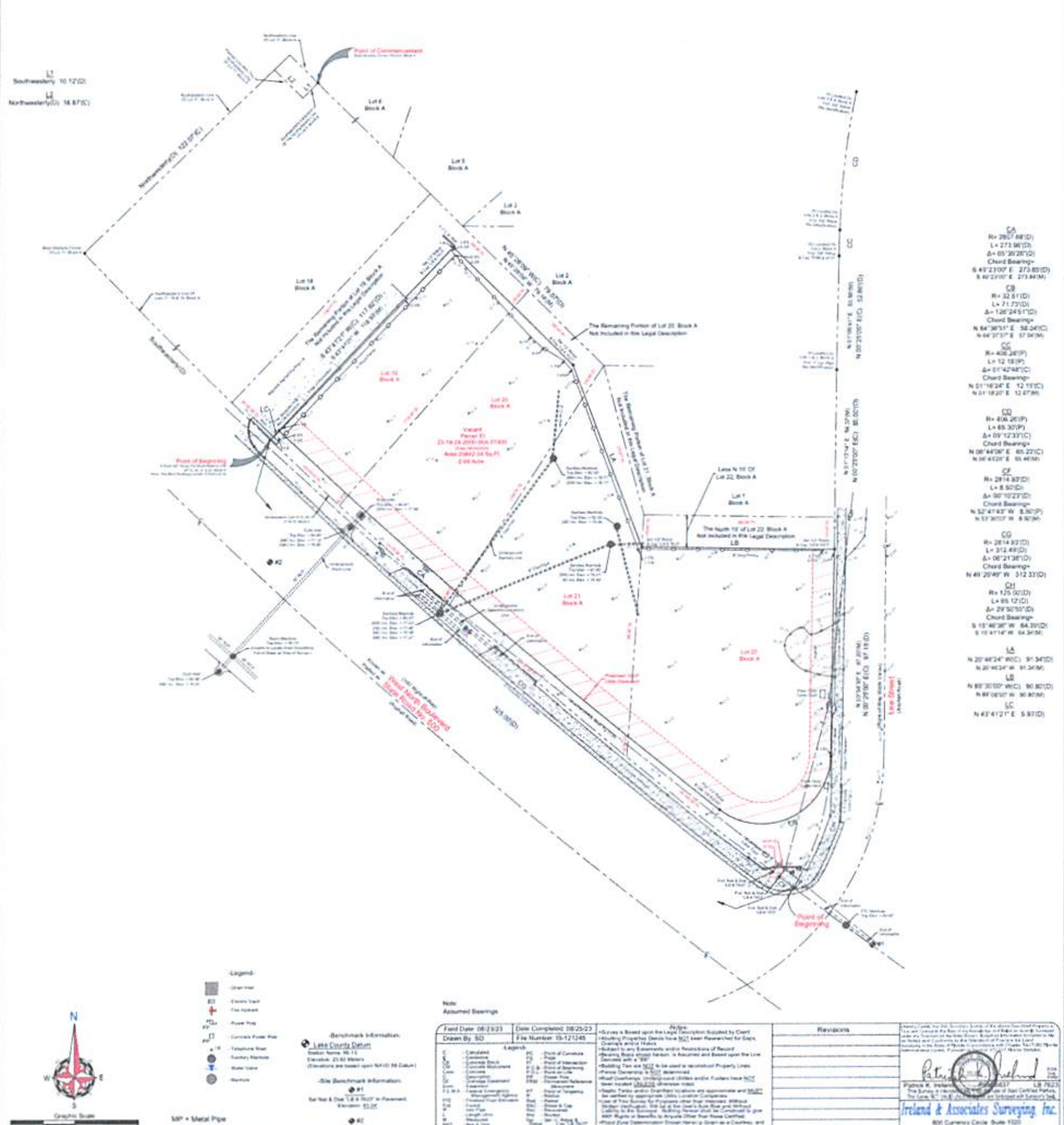
AND LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY: FROM THE INTERSECTION OF THE NORTHERLY BOUNDARY LINE OF THE 100 FOOT WIDE RIGHT-OF-WAY OF STATE ROAD 500 AND THE WESTERLY BOUNDARY LINE OF THE 50 FOOT WIDE RIGHT-OF-WAY OF LEE STREET, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF LOT 22, BLOCK "A", WHISPERING PINES, AS RECORDED IN PLAT BOOK 12, PAGE 2, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, RUN THENCE SOUTHWESTERLY ALONG THE SAID NORTHERLY BOUNDARY LINE OF S.R. 500 (WHICH IS ALSO ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2,864.93 FEET) FOR A DISTANCE OF 8.50 FEET TO THE POINT OF BEGINNING. THENCE RUN NORTHEASTERLY AND RADIALLY TO SAID CURVE FOR A DISTANCE OF 5.00 FEET; THENCE NORTHWESTERLY PARALLEL WITH SAID CURVE FOR A DISTANCE OF 4.00 FEET, THENCE SOUTHWESTERLY RADIALLY TO SAID CURVE FOR A DISTANCE OF 5.00 FEET TO THE SAID NORTHERLY BOUNDARY LINE OF S.R. 500, THENCE SOUTHEASTERLY ALONG SAID NORTHERLY BOUNDARY LINE OF S.R. 500, A DISTANCE OF 4.01 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT THAT PORTION CONVEYED TO STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION RECORDED IN O.R. BOOK 4084, PAGE 2108, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

Flood Disclaimer

BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONE X. THIS PROPERTY WAS FOUND IN CITY OF LEESBURG, COMMUNITY NUMBER 120136, DATED 12-18-2012

CERTIFIED TO:
K&R QUALITY LLC 900 W NORTH BLVD LEESBURG



City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	5.C.7.
Meeting Date:	August 26, 2024
From:	Andi Purvis, (City Clerk)
Subject:	Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Samuel Clayton Rector and Annette Demeree Rector for the purpose of granting the City an Easement over the property described therein; and providing an effective date.

Staff Recommendation:
Staff recommends accepting and approving the Resolution for a Utility Easement from Samuel Clayton Rector and Annette Demeree Rector, for the property described therein.

Analysis:
Samuel Clayton Rector and Annette Demeree Rector are granting a Utility Easement to the City of Leesburg, Florida for the construction, installation, alteration, operation, repair, maintenance, and replacement of a lift station, underground electric lines, and related facilities.

Procurement Analysis:
N/A

Options:
1. Approve 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 TO THE CITY OF LEESBURG FROM SAMUEL CLAYTON RECTOR AND ANNETTE DEMEREE RECTOR FOR THE PURPOSE OF GRANTING THE CITY AN EASEMENT OVER 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 Samuel Clayton Rector and Annette Demeree Rector, for the purpose of granting the City a Utility Easement 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 26th day of August 2024.

____
Mayor

ATTEST:

____
City Clerk

Prepared by/return to:
Jennifer M. Cotch, Esq.
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, Florida 32757

UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT ("**Easement**") is hereby granted by **SAMUEL CLAYTON RECTOR and ANNETTE DEMEREE RECTOR,** whose mailing address is 300 N Dixie Ave., Apt. A Fruitland Park, Florida 34731 ("**GRANTOR**,") to **THE CITY OF LEESBURG, FLORIDA**, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns ("**GRANTEE**");

WITNESSETH:

THAT **GRANTOR**, 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, does 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**"), 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.

GRANTOR 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, **GRANTOR** 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. **GRANTOR** reserves 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.

GRANTOR warrants and covenants that **GRANTOR** is 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 **GRANTOR** on the day and year first above written.

WITNESSES:

Signature

DANIEL WYATT RECTOR

Printed Name

5594 AUTUMN RIDGE RD., APT. 303, LAKELAND, FL 33805

Address

ASHLEY MARIE PEREZ

Printed Name

5594 AUTUMN RIDGE RD., APT. 303, LAKELAND, FL 33805

Address

GRANTOR:

SAMUEL CLAYTON RECTOR and ANNETTE DEMEREE RECTOR

SAMUEL CLAYTON RECTOR

Annette D Rector

ANNETTE DEMEREE RECTOR

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization this 29TH day of JULY, 2024, by SAMUEL CLAYTON RECTOR and ANNETTE DEMEREE RECTOR, who are [✓] personally known to me or [ ] who produced the following identification:

Notary Public Signature

JAMES LACEY

Notary Public Name

My Commission Number: HH403417
My Expiration Date: 8/7/27

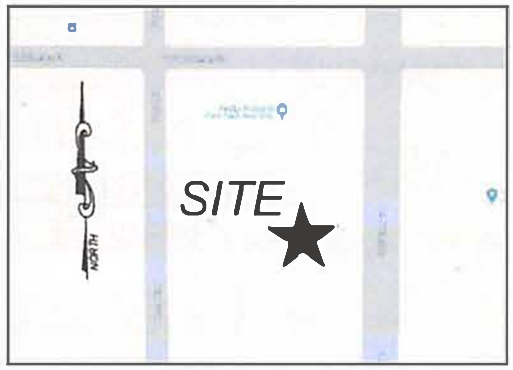
JAMES BRIAN LACEY
Notary Public - State of Florida
Commission # HH 403417
My Comm. Expires Aug 7, 2027

SKETCH AND DESCRIPTION

(COVER & LEGAL DESCRIPTION)

PROPERTY ADDRESS:
104 SOUTH DIXIE AVENUE
FRUITLAND PARK, FL 34731

THE PURPOSE OF THIS SKETCH AND DESCRIPTION IS TO SHOW A PROPOSED UTILITY EASEMENT ALONG THE NORTH 5.0 FEET OF THE PROPERTY



VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION

THE SOUTH 65.0 FEET OF THE NORTH 165 FEET OF THE EAST 92.5 FEET OF THAT PART OF BLOCK 23, LYING WEST OF STATE HIGHWAY ACCORDING TO THE PLAT OF F.H. WHITNEY'S SUBDIVISION OF BLOCKS 13, 16 AND 23, FRUITLAND PARK, FILED NOVEMBER 23, 1915, AND RECORDED IN PLAT BOOK 3, PAGE 10, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (PARCEL ID: 09-19-24-0400-023-00007)

ALSO INCLUDING A UTILITY EASEMENT ALONG THE NORTH PROPERTY LINE BEING DESCRIBED AS FOLLOWS: THE NORTH 5.0 FEET OF THE SOUTH 65.0 FEET OF THE NORTH 165 FEET OF THE EAST 92.5 FEET OF THAT PART OF BLOCK 23, LYING WEST OF STATE HIGHWAY ACCORDING TO THE PLAT OF F.H. WHITNEY'S SUBDIVISION OF BLOCKS 13, 16 AND 23, FRUITLAND PARK, FILED NOVEMBER 23, 1915, AND RECORDED IN PLAT BOOK 3, PAGE 10, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (PARCEL ID: 09-19-24-0400-023-00007)

ABBREVIATION LEGEND
CH=CHORD
L=LENGTH
N.R.=NON RADIAL
P=PLAT
P.B.=PLAT BOOK
PG.=PAGE
P.I.D.=PARCEL IDENTIFICATION NUMBER
P.O.B.=POINT OF BEGINNING
P.O.C.=POINT OF COMMENCEMENT
R=RADIUS
U.E.=UTILITY EASEMENT

SURVEY NO. 633416
SKETCH DATE: 7-9-2024

KENNETH J OSBORNE CERTIFICATE No. 6415 STATE OF FLORIDA

THIS IS NOT A SURVEY, TO ACCOMPANY SKETCH ONLY

SURVEYORS CERTIFICATE
I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION IS A TRUE AND CORRECT REPRESENTATION PREPARED UNDER MY DIRECTION. NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL OR A RAISED EMBOSSED SEAL AND SIGNATURE.

Kenneth J Osborne — Digitally signed by Kenneth J Osborne Date: 2024.07.10 14:36:10 -04'00'

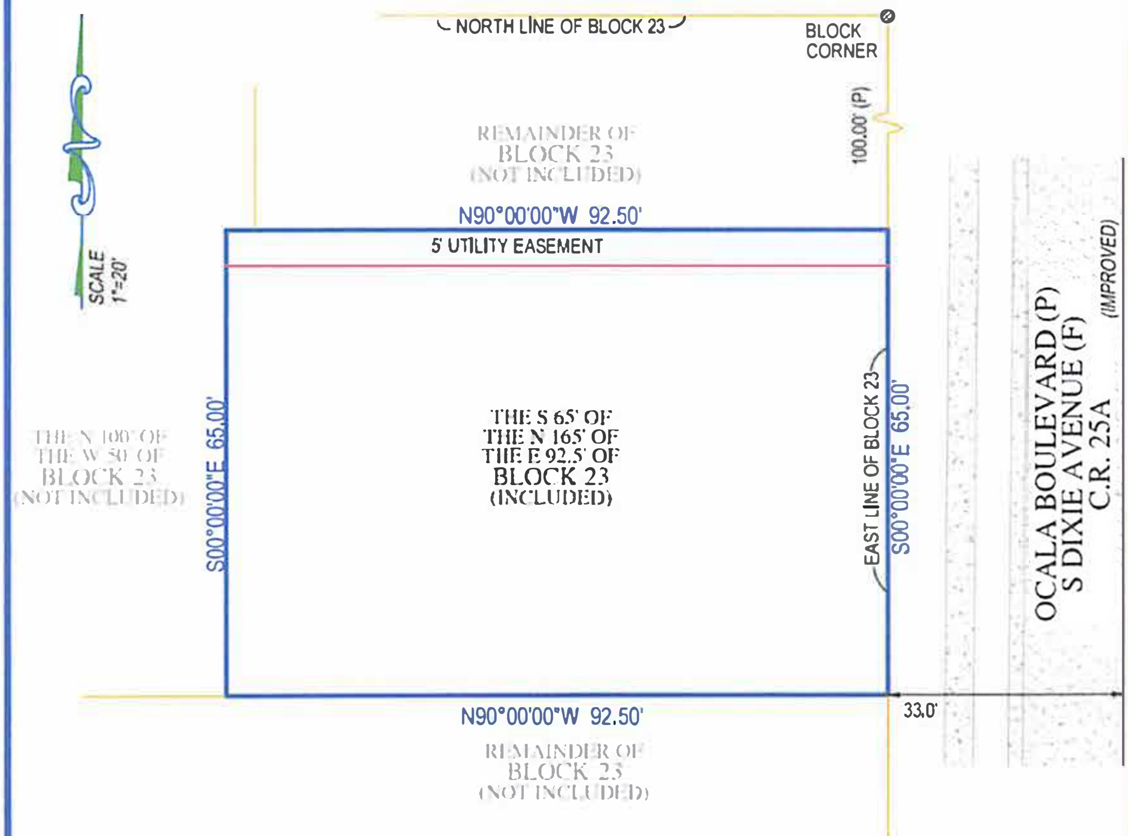
(SIGNED) ____________
KENNETH J OSBORNE
PROFESSIONAL SURVEYOR AND MAPPER #6415

PAGE 1 OF 2 PAGES
(NOT COMPLETE WITHOUT PAGE 2)

TARGET SURVEYING, LLC
LB #7893
SERVING FLORIDA
6250 N. MILITARY TRAIL SUITE 102
WEST PALM BEACH, FL 33407
PHONE (561) 640-4800
STATEWIDE PHONE (800) 225-4307
STATEWIDE FACSIMILE (800) 741-0576
WEBSITE http://targetsurveying.net

SKETCH AND DESCRIPTION

(SKETCH OF DESCRIPTION)



SURVEY NO. 633416
SKETCH DATE: 7-9-2024

SKETCH AND DESCRIPTION

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. NO FIELD WORK WAS PERFORMED IN THE PREPARATION OF THIS SKETCH AND DESCRIPTION.
3. THIS DRAWING IS NOT FULL AND COMPLETE WITHOUT ALL OF ITS ACCOMPANING PAGES.

Kenneth J Osborne — Digitally signed by Kenneth J Osborne Date: 2024.07.10 14:35:19 -04'00'

THIS IS NOT A SURVEY, TO ACCOMPANY DESCRIPTION ONLY

PAGE 2 OF 2 PAGES

TARGET SURVEYING, LLC
LB #7893
SERVING FLORIDA
6250 N. MILITARY TRAIL SUITE 102
WEST PALM BEACH, FL 33407
PHONE (561) 640-4800
STATEWIDE PHONE (800) 226-4807
STATEWIDE FACSIMILE (800) 741-0576
WEBSITE: http://targetsurveying.net

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	5.C.8.
Meeting Date:	August 26, 2024
From:	Andi Purvis, (City Clerk)
Subject:	Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from BW Leesburg 44 Main, LLC, joined by Valley National Bank; and providing an effective date.

Staff Recommendation:
Staff recommends accepting and approving the Resolution accepting a Utility Easement from BW Leesburg 44 Main, LLC, and Joinder and Consent to Utility Easement from Valley National Bank.

Analysis:
BW Leesburg 44 Main, LLC is granting a Utility Easement to the City of Leesburg, Florida on the property described in the document. The property owner's lender has signed a joinder and consent to the utility easement.

Procurement Analysis:
N/A

Options:
1. Approve 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 AFFECTING THE PROPERTY DESCRIBED THEREIN FROM BW LEESBURG 44 MAIN, LLC, JOINED BY VALLEY NATIONAL BANK; 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 BW Leesburg 44 Main, LLC, joined by Valley National Bank, 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 26th day of August 2024.

____
Mayor

ATTEST:

____
City Clerk

Prepared by/return to:
Jennifer M. Cotch, Esq.
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, Florida 32757

UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT ("**Easement**") is hereby granted by **BW LEESBURG 44 MAIN, LLC,** a Florida limited liability company, whose mailing address is 3708 W Swann Ave., Suite 200, Tampa, Florida 33609 ("**GRANTOR**,") to **THE CITY OF LEESBURG, FLORIDA**, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns ("**GRANTEE**");

WITNESSETH:

THAT **GRANTOR**, 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, does 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**"), 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.

GRANTOR 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, **GRANTOR** 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. **GRANTOR** reserves 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.

GRANTOR warrants and covenants that **GRANTOR** is 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 **GRANTOR** on the day and year first above written.

GRANTOR:
BW LEESBURG 44 MAIN, LLC, a Florida limited liability company

By: Brightwork Real Estate, Inc., a Florida corporation

By:

T. Austin Simmons, President of Brightwork Real Estate, Inc.

Print:

Title:

WITNESSES:

Signature

Wright Banks

Printed Name

3708 W. Swann Ave
Tampa, FL 33609

Address

Signature

Matt Bratton

Printed Name

3708 W Swann Ave
Tampa, FL 33609

Address

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this 17th day of July, 2024, by T. Austin Simmons, as President of Brightwork Roal Estate, Inc., a Florida Corporation, the Manager of BW Leesburg 44 Main, LLC, a Florida limited liability company , who is [X] personally known to me or [ ] who produced the following identification:

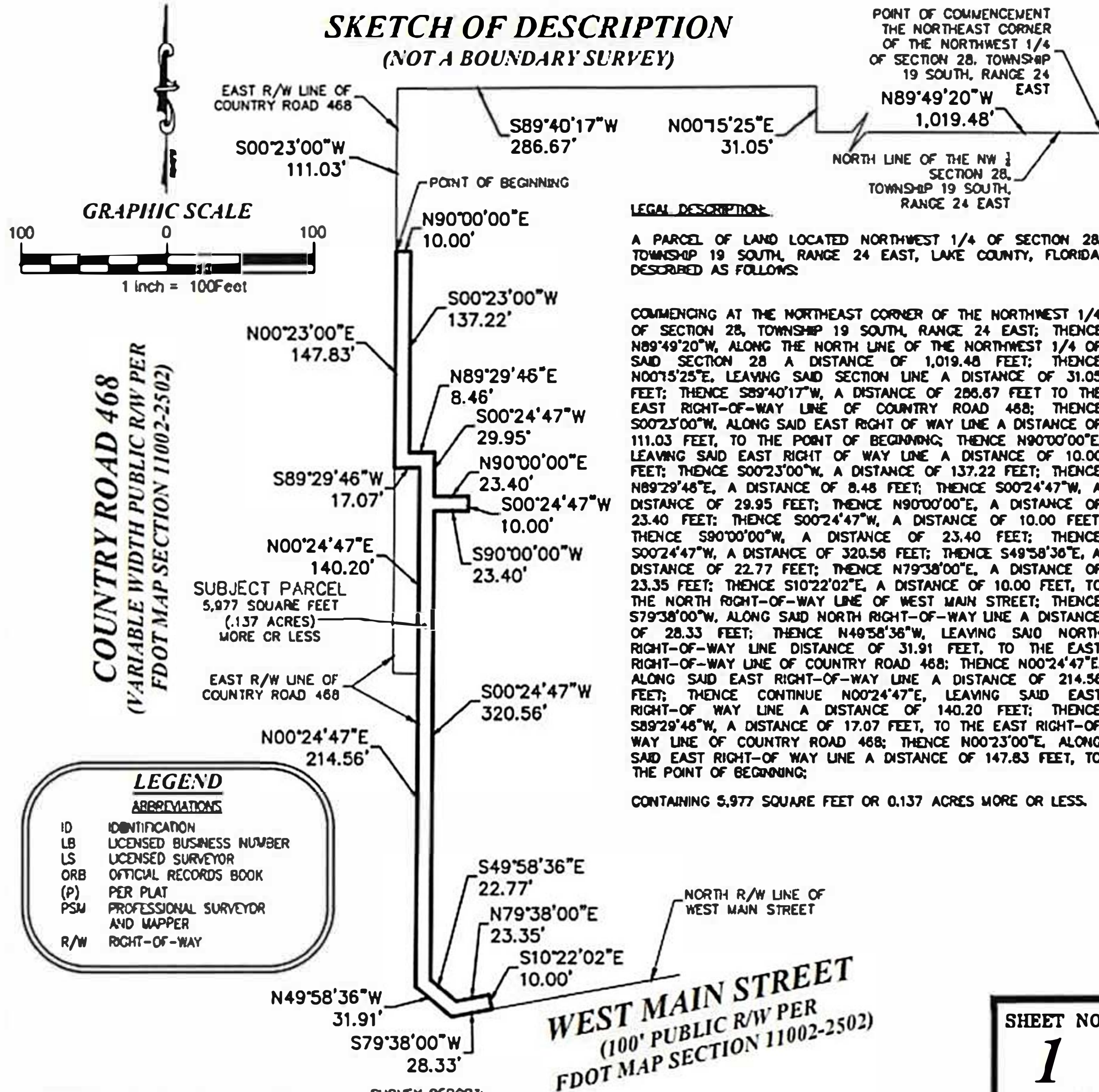
Notary Public Signature

Notary Public State of Florida
Nathaniel C Leighton
My Commission
HH 268569
Exp. 5/26/2026

EXHIBIT "A"

SKETCH OF DESCRIPTION

(NOT A BOUNDARY SURVEY)



LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST; THENCE N89°49'20"W, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28 A DISTANCE OF 1,019.48 FEET; THENCE N00°15'25"E, LEAVING SAID SECTION LINE A DISTANCE OF 31.05 FEET; THENCE S89°40'17"W, A DISTANCE OF 286.67 FEET TO THE EAST RIGHT-OF-WAY LINE OF COUNTRY ROAD 468; THENCE S00°23'00"W, ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 111.03 FEET, TO THE POINT OF BEGINNING; THENCE N90°00'00"E, LEAVING SAID EAST RIGHT OF WAY LINE A DISTANCE OF 10.00 FEET; THENCE S00°23'00"W, A DISTANCE OF 137.22 FEET; THENCE N89°29'46"E, A DISTANCE OF 8.46 FEET; THENCE S00°24'47"W, A DISTANCE OF 29.95 FEET; THENCE N90°00'00"E, A DISTANCE OF 23.40 FEET; THENCE S00°24'47"W, A DISTANCE OF 10.00 FEET; THENCE S90°00'00"W, A DISTANCE OF 23.40 FEET; THENCE S00°24'47"W, A DISTANCE OF 320.56 FEET; THENCE S49°58'36"E, A DISTANCE OF 22.77 FEET; THENCE N79°38'00"E, A DISTANCE OF 23.35 FEET; THENCE S10°22'02"E, A DISTANCE OF 10.00 FEET, TO THE NORTH RIGHT-OF-WAY LINE OF WEST MAIN STREET; THENCE S79°38'00"W, ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 28.33 FEET; THENCE N49°58'36"W, LEAVING SAID NORTH RIGHT-OF-WAY LINE DISTANCE OF 31.91 FEET, TO THE EAST RIGHT-OF-WAY LINE OF COUNTRY ROAD 468; THENCE N00°24'47"E, ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 214.56 FEET; THENCE CONTINUE N00°24'47"E, LEAVING SAID EAST RIGHT-OF WAY LINE A DISTANCE OF 140.20 FEET; THENCE S89°29'46"W, A DISTANCE OF 17.07 FEET, TO THE EAST RIGHT-OF WAY LINE OF COUNTRY ROAD 468; THENCE N00°23'00"E, ALONG SAID EAST RIGHT-OF WAY LINE A DISTANCE OF 147.83 FEET, TO THE POINT OF BEGINNING;

CONTAINING 5,977 SQUARE FEET OR 0.137 ACRES MORE OR LESS.

LEGEND

ABBREVIATIONS

ID	IDENTIFICATION
LB	LICENSED BUSINESS NUMBER
LS	LICENSED SURVEYOR
ORB	OFFICIAL RECORDS BOOK
(P)	PER PLAT
PSM	PROFESSIONAL SURVEYOR AND MAPPER
R/W	RIGHT-OF-WAY

SHEET NO. 1 OF 1

EBI Surveying
8415 Sunstate Street
Tampa, Florida 33634
Phone: (813) 886-6080 / Fax: (813) 886-6081
Certificate of Authorization Number: LB-7652

SURVEY REPORT:
1. UNLESS DIGITALLY SIGNED AND SEALED, THIS SKETCH OF DESCRIPTION AND/OR REPORT OR THE COPIES HEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION WAS MADE UNDER MY DIRECTION AND MEETS THE STANDARDS OF PRACTICE REQUIREMENTS OF CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

DATE: 7/1/2024
DRAWN: EWB
CHECKED: TPS
REVISION:
FILE: BW43ELECTRICSODX.dwg

PROJECT NUMBER:
BWRE0043

SKETCH OF DESCRIPTION

ELECTRICAL EASEMENT

SECTION 28

TOWNSHIP 19 S., RANGE 24 E.
LAKE COUNTY, FLORIDA

THOMAS PATRICK SERBU
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER LS-4744
EMAIL: thomas@ebisurvey.com

DATE SIGNED: 7/1/24

JOINDER AND CONSENT TO UTILITY EASEMENT

VALLEY NATIONAL BANK, a national banking association, whose address is 180 Fountain Parkway N, Suite 200, St. Petersburg, Florida 33716, hereby certifies that it is the owner and holder of certain mortgages, liens, or other encumbrances upon the property shown and described on Exhibit "A" attached hereto, located in Leesburg, Lake County, Florida, and hereby joins and consents to the Utility Easement between **BW LEESBURG 44 MAIN, LLC,** a Florida limited liability company, and the **CITY OF LEESBURG**; and agrees that its interest in the property by virtue of the Mortgage, Security Agreement and Fixture Filing dated November 16, 2023 and recorded on November 27, 2023 in Official Records Book 6246, Page 2250 along with the Assignment of Leases and Rents signed on August 22, 2023 and recorded on March 5, 2024, in Official Records Book 6246, Page 2276, Public Records of Lake County, Florida, shall be subordinated to said Utility Easement.

Signed and sealed in the presence of:

VALLEY NATIONAL BANK,
a national banking association

By: KB

Print Name: Kyle Bellini

Title: VP

Gaylene R. Stephens

Printed Name: Gaylene R. Stephens

Address: 107 S. Franklin St.
Tampa FL 33602

Printed Name: Nicholas Edwards

Address: 107. S. Franklin st, Tampa, FL 33602

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 16th day of July, 2024, by Kyle Bellini, as Vice President of VALLEY NATIONAL BANK, a national banking association, who is ✓ personally known or produced ______________ as identification.

(Seal)

ARAZAY D. UMARAN MENENDEZ
MY COMMISSION # HH 311437
EXPIRES: September 13, 2026

NOTARY PUBLIC

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	5.C.9.
Meeting Date:	August 26, 2024
From:	Joe Iozzi, (Police Chief)
Subject:	Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Leesburg Police Department to apply for, and if awarded, accept the Grant from the Wal-Mart Spark Good Community Grant Program for Youth Outreach Services; and providing an effective date.

Staff Recommendation:
Staff recommends applying and accepting, if awarded, the Wal-Mart Spark Good Local Grant for Youth Outreach services.

Analysis:
The purpose of this grant is for the Community Services Division of the Leesburg Police Department to use for community outreach events.

Procurement Analysis:
N/A

Options:
1. Approve the application and acceptance of the Wal-Mart Spark Good Local Grant as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
This grant provides approximately $10,000.00 a year to the recipients with no matching or "in-kind" requirements. If awarded, there is no portion for the City of Leesburg to match. If approved, the budget adjustment will be processed to add the funds to the current budget.

Account No.	001-0000-337-2100
Project No.	WALMGT

RESOLUTION NO. ____________

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE LEESBURG POLICE DEPARTMENT TO APPLY FOR, AND IF AWARDED, ACCEPT THE GRANT FROM THE WAL-MART SPARK GOOD COMMUNITY GRANT PROGRAM FOR YOUTH OUTREACH SERVICES; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with Wal-Mart whose address is 702 S.W. 8th Street, Bentonville, AK 72716, for Wal-Mart Spark Good Local Grant for Youth Outreach.

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 26th day of August 2024.

____
Mayor

ATTEST:

____
City Clerk

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	5.C.10.
Meeting Date:	August 26, 2024
From:	Al Minner, (City Manager)
Subject:	Resolution of the City Commission of the City of Leesburg, Florida, pursuant to Section 196.1978(3)(o), Florida Statutes, electing to not exempt property under section 196.1978(3)(d)1.a., Florida Statutes, commonly known as the "Live Local Act Property Tax Exemption;" and providing for an effective date.

Staff Recommendation:
Staff recommends accepting and approving the Resolution opting out of an Affordable Housing Property Tax Exemption for multifamily housing.

Analysis:
The Live Local Act created a new Affordable Housing Tax Exemption for multi-family developments. Under Florida law, developments that obtain a Certificate from the Florida Housing Finance Authority are eligible for either a 75% property tax exemption or a 100% property tax exemption for certain units within the development if the household incomes of those units fall within a specified range of the Area Media Income. Notably, the 75% property exemption applies to units within a qualifying multifamily development where the household earns between 80% and 120% of the Area Median Income.

In 2024, SB 328 amended the statute to create an "opt-out" provision for taxing authorities that are within a county identified by the Shimberg Center for Housing Studies Annual Report as having a surplus of available units, or, rather "where the number of affordable and available units in the metropolitan statistical area (MSA) is greater than the number of renter households in the same area." Lake County falls within the Orlando-Kissimmee MSA and has a surplus of 799 units.

SB 328 states that a taxing authority may elect by a 2/3 vote and adoption of a resolution or ordinance to not provide the 75% exemption for properties earning between 80% and 120% of the Area Median Income. The Opt-Out is only good for one tax year beginning with 2025, and any resolution opting-out must be adopted by the taxing authority before January 1, 2025. The developments that already have the exemption will maintain the exemption for so long as they qualify through the Florida Housing Finance Corporation.

Procurement Analysis:
N/A

Options:

1. Adopt the Resolution approving the Opt-Out Tax Exemption 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, PURSUANT TO SECTION 196.1978(3)(o), FLORIDA STATUTES, ELECTING TO NOT EXEMPT PROPERTY UNDER SECTION 196.1978(3)(d)1.a., FLORIDA STATUTES, COMMONLY KNOWN AS THE "LIVE LOCAL ACT PROPERTY TAX EXEMPTION;" AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 196.1978(3), Florida Statutes (the "Live Local Act Property Tax Exemption") requires the Lake County Property Appraiser to exempt certain rental properties from ad valorem taxes if such properties meet the criteria of the Live Act Local Property Tax Exemption; and

WHEREAS, beginning with the 2025 tax roll, Section 196.1978(3)(o), Florida Statutes, (Chapter 2024-188, Laws of Florida) allows taxing authorities to "opt-out" of providing the Live Local Act Property Tax Exemption to units in multifamily projects that are used to house natural persons or families whose annual household income is between 80 and 120 percent of the median annual adjusted gross income for households within the metropolitan statistical area ("MSA") or, if not within a MSA, within the county in which the person or family resides (the "80 to 120 Tax Exemption"), if the taxing authority finds that the latest Shimberg Center for Housing Studies Annual Report, prepared pursuant to Section 420.6075, Florida Statutes ("Shimberg Annual Report"), identifies that the number of affordable and available units in the MSA or region is greater than the number of rental households in the MSA or region for natural persons or families who meet the income criteria for the 80 to 120 Tax Exemption; and

WHEREAS, the Leesburg City Commission hereby finds that the latest Shimberg Annual Report identifies a surplus of affordable and available units in the Orlando-Kissimmee, FL MSA, in which the City of Leesburg is located, for those households that meet the income criteria for the 80 to 120 Tax Exemption; and

WHEREAS, the Leesburg City Commission hereby finds that the City of Leesburg is a taxing authority that is eligible for the election in Section 196.1978(3)(o), Florida Statutes, which allows the City of Leesburg to not exempt properties that would otherwise qualify for the 80 to 120 Tax Exemption.

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

<u>Section 1</u>. Recitals. The foregoing recitals are hereby adopted as legislative findings of the City Commission of the City of Leesburg and are ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

<u>Section 2</u>. Opt-Out Election; Required Findings. The City Commission of the City of Leesburg hereby finds that the latest Shimberg Annual Report identifies a surplus of affordable and available units in the Orlando-Kissimmee, FL MSA, in which the City of Leesburg is located, for those households that meet the income criteria for the 80 to 120 Tax Exemption. Therefore, the City of Leesburg, located in Lake County, Florida hereby elects not to exempt properties eligible for the 80 to 120 Tax Exemption in Section 196.1978(3)(d)1.a., Florida Statutes, pursuant to the authority in Section 196.1978(3)(o), Florida Statutes, and hereby requests that the Lake County Property Appraiser not grant any such exemptions.

Section 3. Applicability. This Resolution applies to all ad valorem property tax levies imposed by the City of Leesburg.

Section 4. Advertising; Notice to Property Appraiser. This Resolution has been duly advertised in accordance with Section 50.011(1), Florida Statutes. The City Clerk is directed to provide a copy of this Resolution to the Lake County Property Appraiser prior to January 1, 2025.

Section 5. No Waiver of Rights. Other governmental entities have alleged that the Live Local Act Property Tax Exemption is unconstitutional, and inconsistent with Section 196.012(7), Florida Statutes. Further, other governmental entities have raised concerns with relying entirely on the Shimberg Annual Report to meet the "affordable and available" test in Section 196.1978(3)(o), Florida Statutes. The adoption of this Resolution shall not constitute an admission that the Live Local Property Tax Exemption is constitutional or consistent with Section 196.012(7), Florida Statutes, and shall not constitute an admission that the Shimberg Annual Report is the best method of determining the current inventory of "affordable and available" housing in Leesburg. If the City of Leesburg ceases to qualify for the election in Section 196.1978(3)(o), Florida Statutes, in future years, or if this Resolution is determined to be invalid or unenforceable by the Lake County Property Appraiser or a court of competent jurisdiction, nothing in this Resolution shall be deemed a waiver of the City of Leesburg's right to challenge the Live Local Act Property Tax Exemption.

Section 6. Effective Date. This Resolution shall take effect on January 1, 2025, and shall expire on January 1, 2026. This Resolution may be renewed prior to January 1, 2026, pursuant to Section 196.1978(3)(o), Florida Statutes.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 26th day of August, 2024 by a two-thirds vote of the governing body.

THE CITY OF LEESBURG, FLORIDA

____
James A. Burry, Jr., Mayor

ATTEST:

____
J. Andi Purvis, City Clerk

Shimberg Center for Housing Studies

2023 Annual Report

Shimberg Center for Housing Studies, M.E. Rinker School of Construction Management,
University of Florida, P.O. Box 115703, Gainesville, Florida 32611-5703

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INTRODUCTION

Florida's population grew by over 450,000 people through migration alone in 2021 and 2022. The state's increasing population has led to continuing strong demand for housing. Production has continued apace in recent years, with especially active single family construction in fast-growing mid-sized counties and multifamily construction in the state's urban centers. Home prices have returned to their boom era peaks, while rents reached a more stable growth rate in 2023 after sharp increases in the preceding two years.

This report describes recent trends in housing production, home prices and rents, and the affordable housing inventory. Florida's growth has placed additional pressure on the state's affordable housing supply, and the report includes data on the affordable housing needs of the general population, elders, persons with disabilities, and special needs households.

The report also summarizes the Shimberg Center's 2023 activities in research, teaching, and technical assistance. The Center was established by the Florida Legislature in 1988 as a research hub to facilitate the provision of safe, decent, and affordable housing and related community development. Based in the M.E. Rinker School of Construction Management in University of Florida's College of Design, Construction, and Planning, the Shimberg Center provides applied research and technical assistance to state agencies, local planners, the housing industry, non-profits, and others involved in shaping our state's housing policy.

HOUSING SUPPLY

Florida's 5.7 million single family homes make up the largest share of the housing supply. Seventy-one percent of these homes are homesteaded, indicating that they serve as the owner's primary residence rather than second homes, vacation homes, or rental properties.

Most of the rest of Florida's housing inventory is made up of different types of multi-unit housing. Condominiums make up 1.6 million units. These are much more likely to serve as second homes or vacation units; 37 percent are homesteaded. Units in multifamily rental developments make up a similar share of the housing stock, with 1.68 million units. These are divided between approximately 1.27 million units in developments with 10 or more units and 407,000 units in 2-9 unit properties, mostly duplexes. A small share of the 2-9 unit properties are homesteaded (21 percent), indicating that the owner occupies one unit in the building.

Mobile homes on their own parcels make up approximately 437,000 units, of which half are homesteaded. These are individually owned parcels that are distinct from the state's 2,292 licensed mobile home parks with 291,021 lots for rent.

Table 1. Florida Housing Supply, 2023

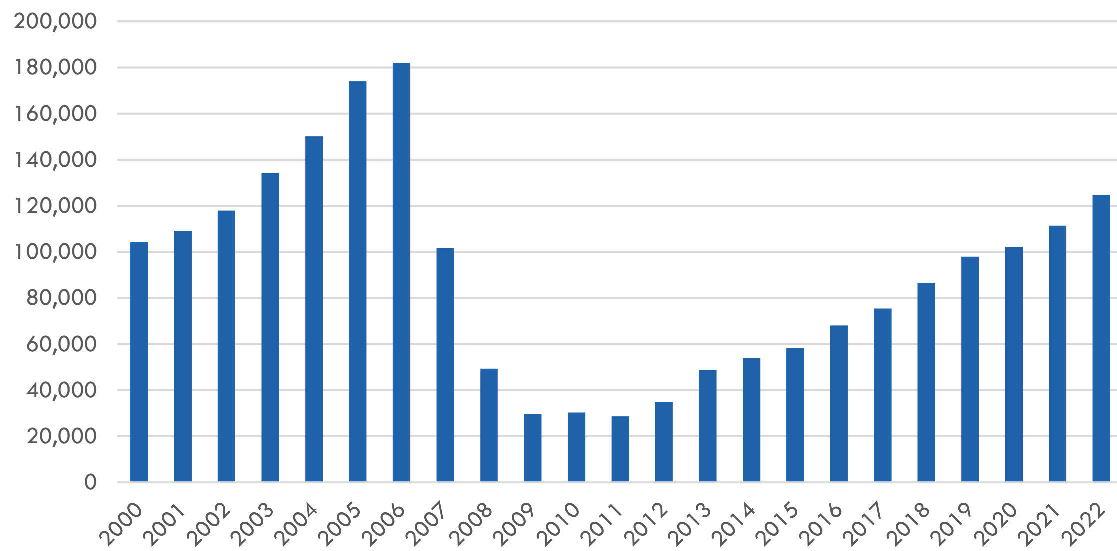
Single Family Homes	Condominiums	Mobile Homes	Multifamily 2-9 Units	Multifamily 10+ Units
• 5,745,641 parcels • 4,063,726 homesteaded (71%)	• 1,605,160 parcels • 591,076 homesteaded (37%)	• 437,337 parcels • 225,935 homesteaded (52%)	• 155,994 parcels with 406,864 units • 32,919 homesteaded (21%)	• 15,251 parcels with 1,274,074 units

Source: Florida Department of Revenue, Name-Address-Legal File. See Appendix 1 for housing supply by county.

HOUSING PRODUCTION

Florida produced approximately 125,000 single family homes in 2022, the last full year for which data is available. This production level is similar to the early 2000s—lower than the number of homes built during the 2004-2006 peak years, but well above the production level following the 2008 housing crash.

Figure 1. Single Family Homes by Year Built, Florida, 2000-2022



Source: Florida Department of Revenue, Name-Address-Legal File

Mid-sized counties led Florida's single family home growth in 2022. Polk County was the state's construction hotspot, with 9,235 single family homes built. Of the top ten counties for single family construction, only Hillsborough and Duval were large urban counties.

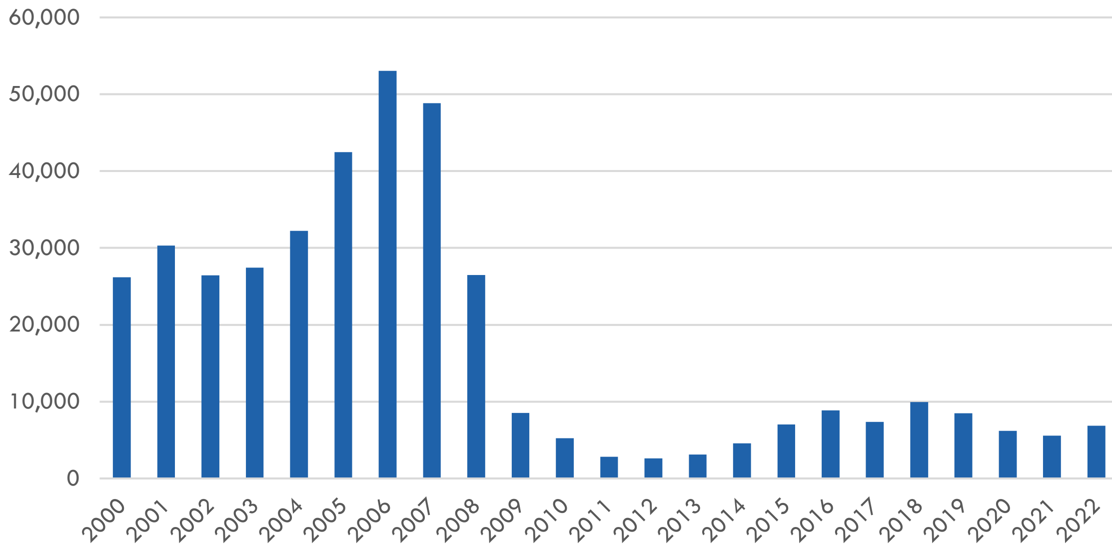
Table 2. New Single Family Homes Built, Top Ten Counties, 2022

County	Single Family Homes Built
Polk	9,235
Lee	7,432
Pasco	7,019
Hillsborough	6,638
Osceola	5,778
St. Johns	5,638
St. Lucie	5,461
Duval	5,338
Manatee	4,930
Marion	4,799

Source: Florida Department of Revenue, Name-Address-Legal File. See Appendix 2 for single family construction in all counties.

New condominium construction was much more modest and heavily geographically concentrated. The state built 6,855 condominium units in 2022, similar to annual production over the past 15 years but well below 2000-2008 production levels.

Figure 2. Condominiums by Year Built, Florida, 2000-2022



Source: Florida Department of Revenue, Name-Address-Legal File

Sixty percent of units built in 2022 (4,091) were located in Miami-Dade County. No other county added more than a few hundred new units.

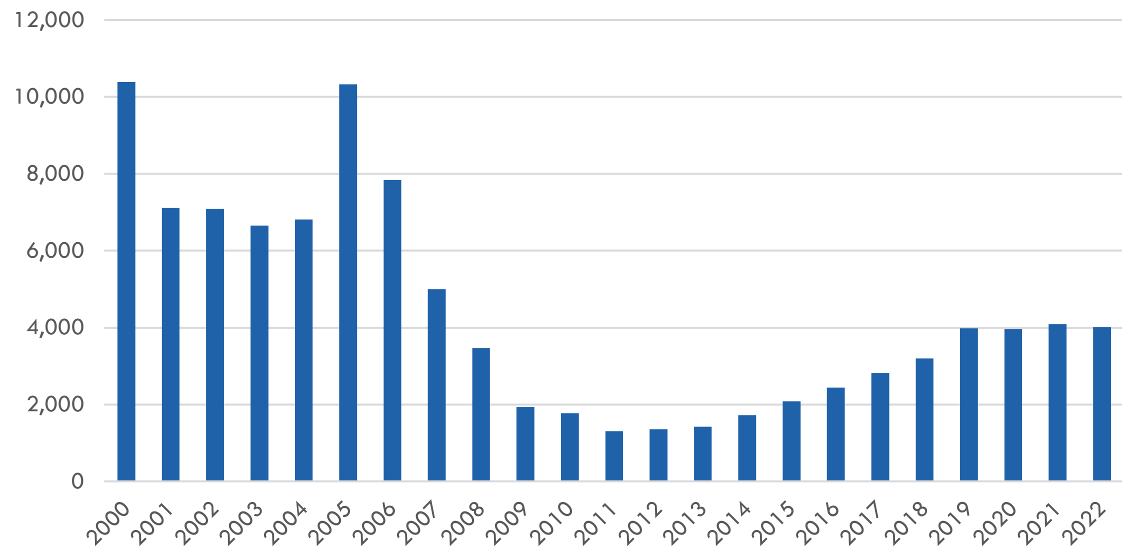
Table 3. New Condominium Units Built, Top Ten Counties, 2022

County	Condominium Units Built
Miami-Dade	4,091
Collier	654
Sarasota	293
Charlotte	292
Lee	176
Broward	156
Brevard	151
Pinellas	143
Monroe	124
Manatee	122

Source: Florida Department of Revenue, Name-Address-Legal File. See Appendix 2 for condominium construction in all counties.

Mobile homes continued to provide an affordable alternative to stick-built single family homes. The state added 4,013 mobile homes on individual parcels in 2022; this does not include homes in mobile home parks. This level of production was well above levels in the 2010s decade but below 2000s-era production.

Figure 3. Mobile Homes by Year Added, Florida, 2000-2022



Source: Florida Department of Revenue, Name-Address-Legal File. Includes mobile homes on individual parcels. Does not include units in mobile home parks.

Mobile home production was scattered throughout the state. Most units were added in mid-sized or rural counties.

Table 4. New Mobile Homes Added, Top Ten Counties, 2022

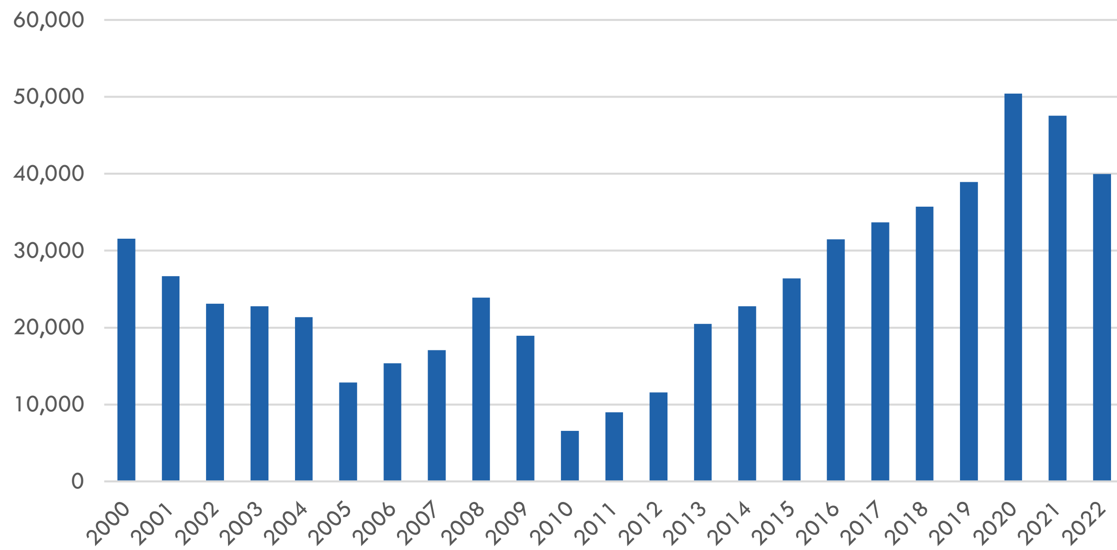
County	Mobile Homes Built
Bay County	236
Polk County	200
Marion County	178
Pasco County	177
Walton County	148
Citrus County	145
Santa Rosa County	133
Levy County	122
Clay County	118
Suwannee County	116

Source: Florida Department of Revenue, Name-Address-Legal File. See Appendix 2 for mobile homes added in all counties.

Florida added 274 multifamily rental developments with 39,966 housing units in 2022.[1] The state has been adding multifamily units at a rapid pace over the last five years compared to earlier in the 2000s and 2010s.

[1] This accounts for developments with 10 or more housing units. The state also added 843 smaller developments, mostly duplexes, for an additional 1,698 units. See Appendix 2 for production by county.

Figure 4. Multifamily Units by Year Built, Florida, 2000-2022



Source: Florida Department of Revenue, Name-Address-Legal File. Includes units in multifamily developments with 10 or more units.

Multifamily development was concentrated in Florida's large urban counties and in fast-growing mid-sized counties including Bay, Polk, and Lee.

Table 5. New Multifamily Units Built, Top Ten Counties, 2022

County	Multifamily Units Built
Orange County	6,567
Hillsborough County	6,349
Miami-Dade County	4,884
Broward County	3,099
Duval County	2,590
Bay County	2,117
Palm Beach County	1,774
Pinellas County	1,623
Polk County	1,366
Lee County	1,255

Source: Florida Department of Revenue, Name-Address-Legal File. Includes units in multifamily developments with 10 or more units. See Appendix 2 for multifamily developments and units added in all counties.

ASSISTED HOUSING INVENTORY

The Shimberg Center's Assisted Housing Inventory tracks affordable rental housing developments with funding from Florida Housing Finance Corporation, U.S. Department of Housing and Urban Development (HUD), USDA Rural Development, and local housing finance authorities. Florida's assisted housing stock currently consists of 3,047 developments with 306,400 affordable units—10 percent of Florida's rental housing supply.

In 2022 and 2023, Florida added 107 assisted rental developments with 12,715 total units to the development pipeline. All of these developments were funded by Florida Housing Finance Corporation.

Table 6 shows the characteristics of the new and forthcoming affordable housing developments. It shows that one-third of new assisted housing units are in developments targeting special populations, including elders, homeless individuals and families, persons with disabilities, and farmworkers. Most units (71 percent) are one or two bedroom apartments, and most (59 percent) target households up to 60 percent of area median income (AMI).

Table 6. Characteristics of New Assisted Housing Developments, Florida, 2022-2023

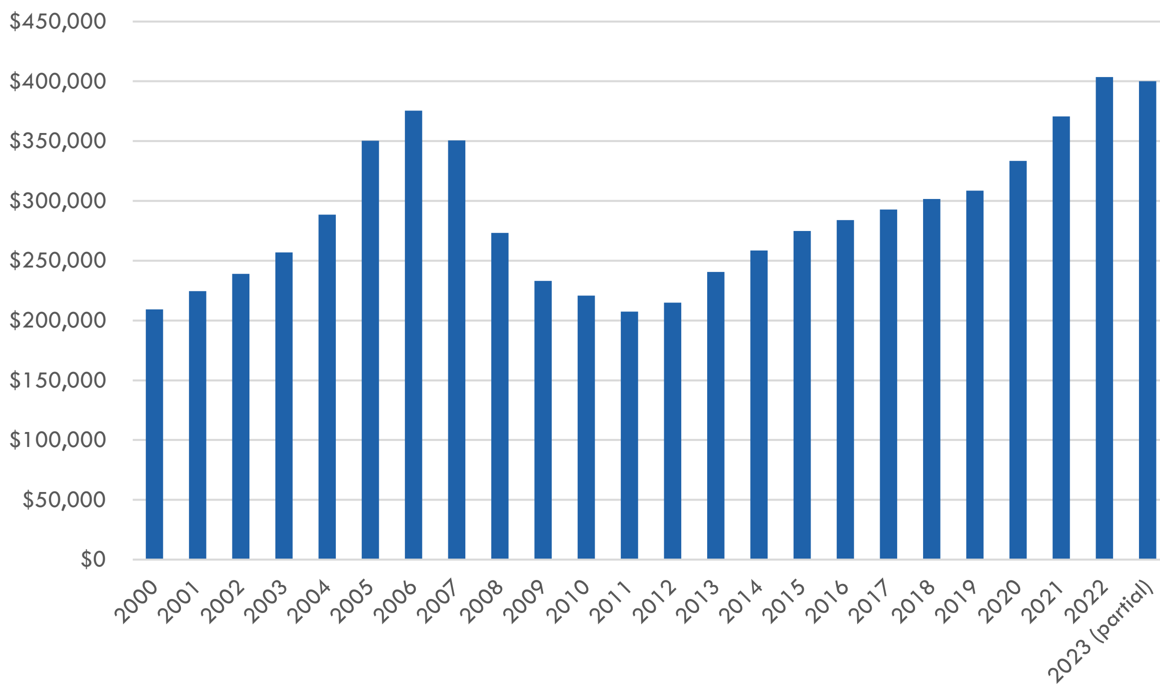
		Developments	Units	% of Units
Total Developments 2022-2023		107	12,715	-
County Size	Large	56	7,812	61%
	Medium	40	4,490	35%
	Small	11	413	3%
Target Population	Family; Link	32	4,074	32%
	Family	32	4,297	34%
	Elderly; Family; Link	19	1,861	15%
	Elderly	11	1,478	12%
	Homeless; Persons with Disabilities	7	410	3%
	Homeless	2	145	1%
	Homeless; Link	1	60	0%
	Elderly; Family	1	298	2%
	Farmworker	1	20	0%
	Family; Homeless; Link; Persons with Disabilities	1	72	1%
Unit Size	0 BR	-	344	3%
	1 BR	-	4,407	35%
	2 BR	-	4,520	36%
	3 BR	-	1,392	11%
	4 or more BR	-	76	0.6%
	Not Avail.	-	1,976	16%
Income & Rent Limits	<=35% AMI	-	1,172	9%
	40-50% AMI	-	1,131	9%
	55-60% AMI	-	7,546	59%
	65-80% AMI	-	1,772	14%
	Not Avail.	-	1,094	9%

Source: Shimberg Center for Housing Studies, Assisted Housing Inventory. "Link" in Target Population refers to Florida Housing Finance Corporation's Link program, under which developers provide a portion of housing units to special needs households referred by community-based supportive service providers. Percentages may not total exactly 100% due to rounding.

HOME SALES

Florida's housing markets have returned to their mid-2000s strength. The statewide median single family home price reached $400,000 in the first half of 2023. This exceeded the previous inflation-adjusted peak of $376,000 from 2006 (all prices in 2023 dollars).

Figure 5. Median Single Family Home Sale Price (2023 $), Florida, 2000-2023



Source: Florida Department of Revenue, Sales Data File. Median prices converted to 2023 dollars using the Consumer Price Index to adjust for inflation.

The sale price growth extended throughout the state. All but six counties surpassed their mid-2000s peak price in 2022 or 2023. Median home prices in the first half of 2023 ranged from the upper $100,000s in rural North Florida counties to over $750,000 in coastal counties with strong luxury and second home markets.

Figure 7. Florida Counties by Median Single Family Home Price, Q1-2 2023

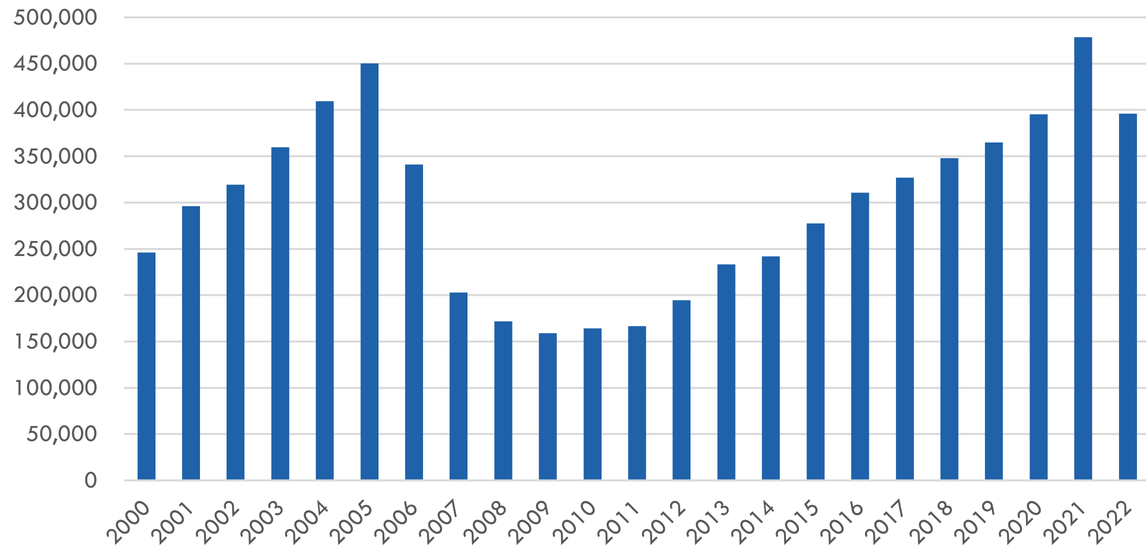
$150,000-199,999	$200,000-249,999	$250,000-299,999	$300,000-349,999
Calhoun	Bradford	Baker	Alachua
Dixie	Columbia	Citrus	Bay
Hamilton	Gadsden	DeSoto	Clay
Holmes	Hardee	Duval	Hernando
Jackson	Highlands	Escambia	Pasco
Lafayette	Putnam	Gilchrist	Polk
Liberty	Suwannee	Glades	Volusia
Madison	Taylor	Hendry	Wakulla
	Washington	Jefferson	
		Leon	
		Levy	
		Marion	
		Okeechobee	
		Union	

$350,000-399,999	$400,000-499,999	$500,000-749,999	$750,000-1,000,000+
Brevard	Franklin	Broward	Collier
Charlotte	Gulf	Manatee	Monroe
Flagler	Lee	Martin	Walton
Hillsborough	Nassau	Miami-Dade	
Indian River	Orange	Palm Beach	
Lake	Osceola	St. Johns	
Okaloosa	Pinellas		
Santa Rosa	Sarasota		
St. Lucie	Seminole		
Sumter			

Source: Florida Department of Revenue, Sales Data File

The volume of single family sales has also been strong. There were 396,011 single family home sales in 2022, down from a peak of 478,574 sales in 2021 but similar to average annual sales volume in the early boom years of 2003-2004.

Figure 8. Number of Single Family Home Sales, Florida, 2000-2022



Source: Florida Department of Revenue, Sales Data File

Hillsborough County had the most active single family market in the state, with over 25,000 sales in 2022. As Table 7 shows, sales were highest in Florida's populous urban counties, but growing mid-sized counties (Lee, Polk, Pasco, and Brevard) also saw strong home sales.

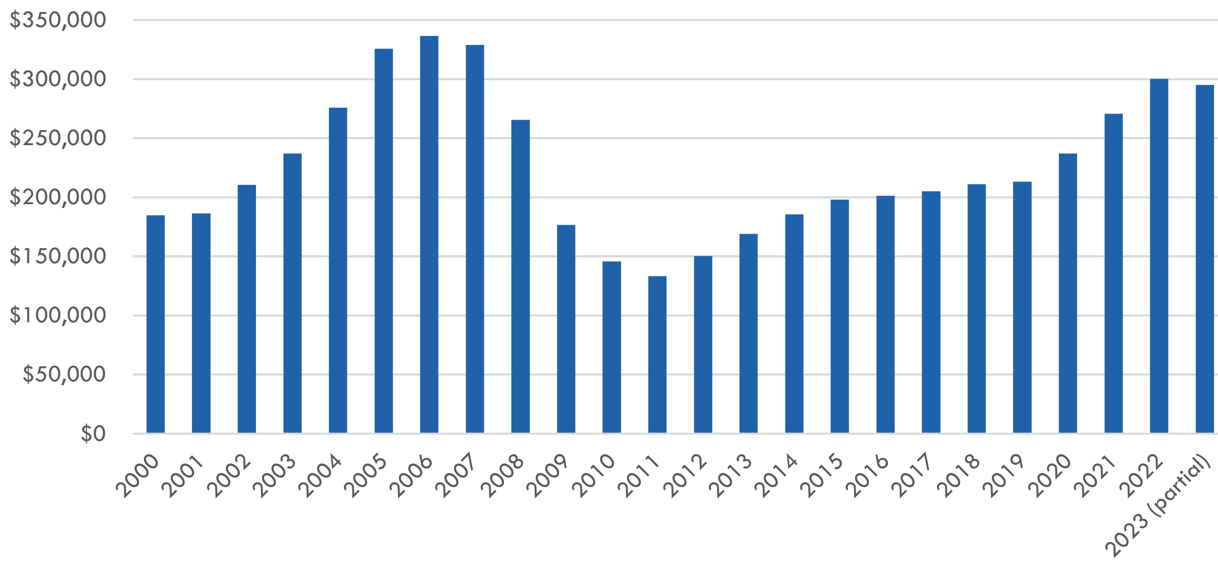
Table 7. Number of Single Family Home Sales, Top Ten Counties, 2022

County	Single Family Sales
Hillsborough	25,403
Broward	21,258
Lee	21,010
Polk	20,853
Duval	20,507
Orange	19,293
Pasco	17,762
Palm Beach	17,440
Miami-Dade	15,438
Brevard	14,008

Source: Florida Department of Revenue, Sales Data File. See Appendix 3 for sales in all counties.

The condominium market was also strong. The state's median condominium sales price was $295,000 in the first half of 2023, below 2005-2007 levels but well above 2002-2004 and 2009-2020 prices.

Figure 9. Median Condominium Sale Price (2023 $), Florida, 2000-2023

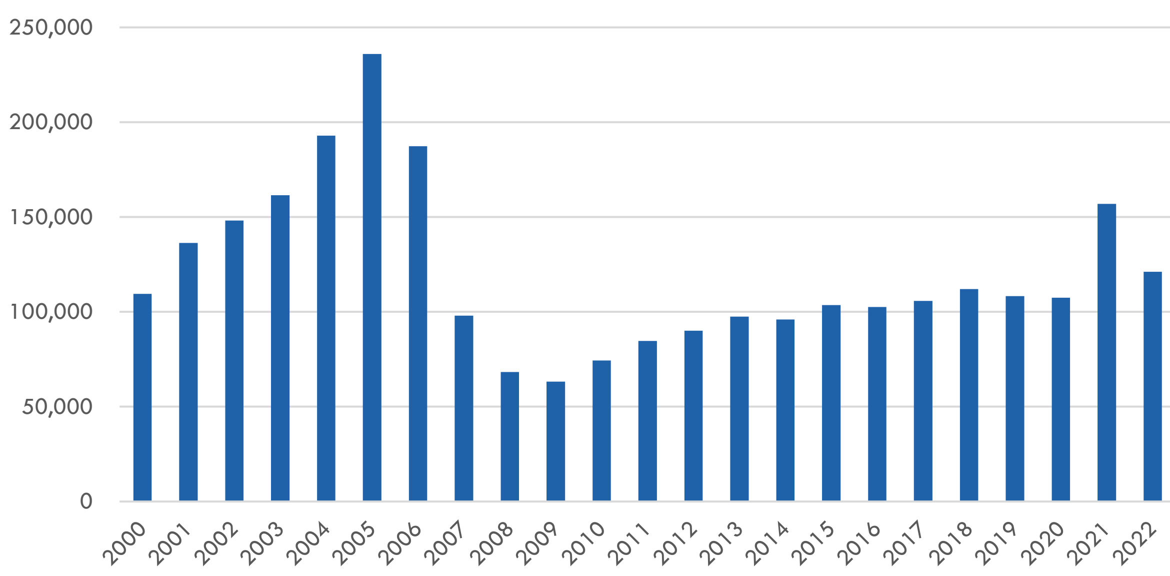


Source: Florida Department of Revenue, Sales Data File. Median prices converted to 2023 dollars using the Consumer Price Index to adjust for inflation.

Q1-2 2023 median condominium prices were far higher in coastal counties with active luxury vacation and second home markets, including Monroe (median condominium price $855,000), Gulf ($682,500), Walton ($630,000), Nassau ($623,000), and Okaloosa ($525,000).

Condominium sales volume still lags behind the heights of the 2004-2006 housing boom. Nevertheless, the market is becoming more active. More condominiums sold in 2021 (156,862 sales) and 2022 (121,068) than any year since 2006.

Figure 10. Number of Condominium Sales, Florida, 2000-2022



Source: Florida Department of Revenue, Sales Data File

Half of the 2022 condominium sales took place in the three South Florida counties: Miami-Dade (28,436), Broward (18,132), and Palm Beach.

Table 8. Number of Condominium Sales, Top Ten Counties, 2022

County	Condominium Sales
Miami-Dade	28,436
Broward	18,132
Palm Beach	13,978
Pinellas	7,497
Lee	6,367
Collier	6,141
Orange	4,008
Sarasota	3,752
Hillsborough	3,145
Manatee	2,879

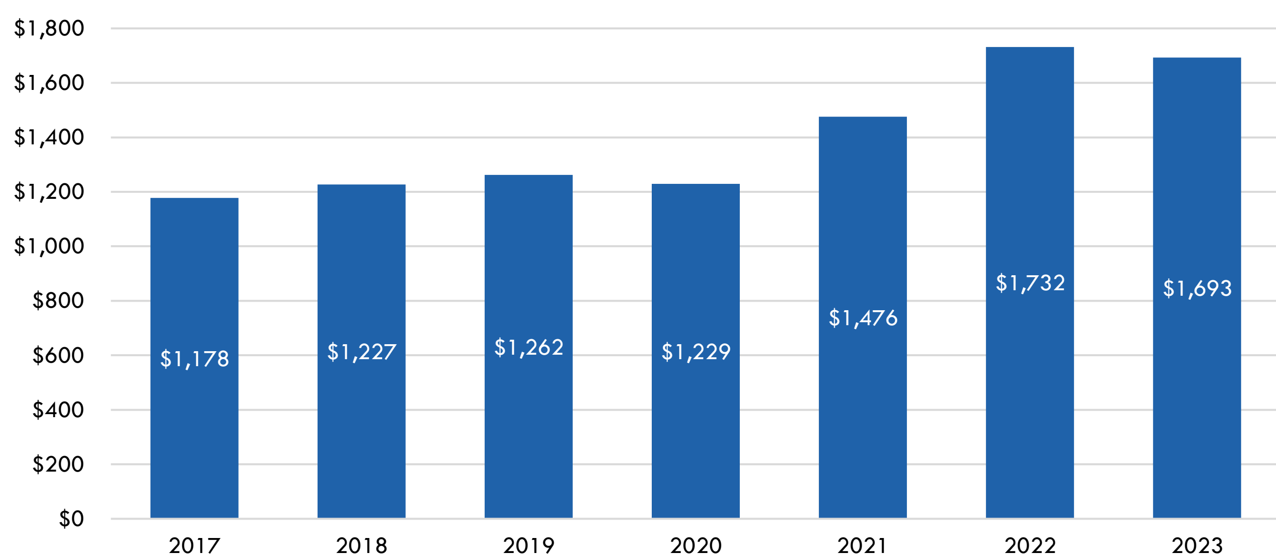
Source: Florida Department of Revenue, Sales Data File. See Appendix 3 for sales in all counties.

RENTAL MARKETS

After several years of stability, Florida rents increased steeply between 2020 and 2022, then held steady at these higher levels in 2023.

Apartment List estimates that median gross rents for housing seekers in Florida increased 41percent over the two year period between July 2020 and July 2022. Median rent for housing seekers was $1,693 in July 2023, a two percent drop from the 2022 median of $1,732 but still well above 2017-2021 levels.

Figure 11. Apartment List Median Rent Estimates, Florida, 2017-2023



Source: Apartment List, Rent Estimates, https://www.apartmentlist.com/research/category/data-rent-estimates. Estimate of median gross rent for new leases, including utilities. All rent estimates refer to July estimates for a given year.

Apartment List also provides median rent estimates for 26 of Florida's 67 counties. Among these counties, Southeast and Southwest Florida counties topped the list for highest rents in July 2023.

Table 9. Median Rent, Top Five Counties, July 2023

County	Median Rent	Increase since July 2020
Palm Beach	$2,144	42%
Collier	$2,103	56%
Miami-Dade	$2,014	42%
Broward	$2,008	40%
Sarasota	$1,893	42%

Source: Apartment List, Rent Estimates, https://www.apartmentlist.com/research/category/data-rent-estimates. Estimate of median gross rent for new leases, including utilities.

AFFORDABLE HOUSING NEEDS: RENTERS AND SPECIAL POPULATIONS

With these strong markets and rising prices and rents, Florida continues to have an affordable housing gap. The Center produces a triennial Rental Market Study for Florida Housing Finance Corporation assessing affordable rental housing needs by county and demographic group. The last study, published in 2022, estimated that there were 768,460 renter households in Florida who were low-income (with incomes below 60 percent of the area median income, or AMI) and cost burdened (paying more than 40 percent of income for housing).

Using the most recently available data, we estimate that there are now 862,465 low-income, cost burdened renters in Florida. Sixty percent of these households live in Florida's seven large counties (population 825,000 or more); 37 percent live in medium-sized counties (population 100,001-824,999); and three percent live in small counties (population 100,000 or less).

Table 10. Low-Income (≤60% AMI), Cost Burdened (>40%) Renter Households by County in Florida, 2023

	All Renter Households	Low-Income (<=60% AMI), Cost Burdened (>40%) Renters	Low-Income/ Cost Burdened Renters as % of All Renters in the County	Low-Income/ Cost Burdened Renters as % of State Total
Large				
Broward	296,815	94,812	32%	10.99%
Duval	177,925	51,030	29%	5.92%
Hillsborough	230,005	61,448	27%	7.12%
Miami-Dade	480,962	137,427	29%	15.93%
Orange	236,126	69,821	30%	8.10%
Palm Beach	200,656	60,858	30%	7.06%
Pinellas	150,217	43,928	29%	5.09%
Large Total	**1,772,706**	**519,324**	**29%**	**60.21%**
Medium				
Alachua	28,738	8,971	31%	1.04%
Bay	23,950	6,086	25%	0.71%

	All Renter Households	Low-Income (<=60% AMI), Cost Burdened (>40%) Renters	Low-Income/ Cost Burdened Renters as % of All Renters in the County	Low-Income/ Cost Burdened Renters as % of State Total
Brevard	71,958	23,415	33%	2.71%
Charlotte	17,659	3,785	21%	0.44%
Citrus	13,233	4,138	31%	0.48%
Clay	22,151	4,919	22%	0.57%
Collier	42,571	14,638	34%	1.70%
Escambia	46,045	14,569	32%	1.69%
Flagler	12,138	3,549	29%	0.41%
Hernando	17,194	3,363	20%	0.39%
Highlands	11,141	3,084	28%	0.36%
Indian River	17,464	5,180	30%	0.60%
Lake	43,477	10,784	25%	1.25%
Lee	94,488	23,677	25%	2.75%
Leon	34,772	10,046	29%	1.16%
Manatee	51,579	15,595	30%	1.81%
Marion	40,592	10,749	26%	1.25%
Martin	16,262	4,475	28%	0.52%
Okaloosa	29,835	5,424	18%	0.63%
Osceola	53,809	17,944	33%	2.08%
Pasco	65,359	19,302	30%	2.24%
Polk	90,484	24,905	28%	2.89%
Santa Rosa	16,103	4,170	26%	0.48%
Sarasota	49,874	14,122	28%	1.64%
Seminole	66,627	18,505	28%	2.15%
St. Johns	23,292	5,748	25%	0.67%
St. Lucie	36,182	14,015	39%	1.62%
Sumter	9,918	2,382	24%	0.28%
Volusia	67,180	17,989	27%	2.09%
Medium Total	**1,114,075**	**315,529**	**28%**	**36.58%**
Small				
Baker	2,149	503	23%	0.06%
Bradford	2,449	653	27%	0.08%
Calhoun	1,047	323	31%	0.04%
Columbia	7,617	2,032	27%	0.24%
DeSoto	3,378	935	28%	0.11%
Dixie	1,302	347	27%	0.04%

	All Renter Households	Low-Income (<=60% AMI), Cost Burdened (>40%) Renters	Low-Income/ Cost Burdened Renters as % of All Renters in the County	Low-Income/ Cost Burdened Renters as % of State Total
Franklin	1,226	378	31%	0.04%
Gadsden	4,649	1,434	31%	0.17%
Gilchrist	1,057	282	27%	0.03%
Glades	859	268	31%	0.03%
Gulf	1,304	402	31%	0.05%
Hamilton	1,267	318	25%	0.04%
Hardee	2,507	694	28%	0.08%
Hendry	4,036	1,261	31%	0.15%
Holmes	1,674	368	22%	0.04%
Jackson	4,727	1,458	31%	0.17%
Jefferson	1,378	425	31%	0.05%
Lafayette	598	150	25%	0.02%
Levy	3,809	1,016	27%	0.12%
Liberty	603	186	31%	0.02%
Madison	1,846	463	25%	0.05%
Monroe	14,405	4,116	29%	0.48%
Nassau	7,660	1,794	23%	0.21%
Okeechobee	3,910	1,222	31%	0.14%
Putnam	7,376	1,820	25%	0.21%
Suwannee	4,296	1,078	25%	0.12%
Taylor	1,981	497	25%	0.06%
Union	1,315	351	27%	0.04%
Wakulla	2,480	765	31%	0.09%
Walton	7,437	1,634	22%	0.19%
Washington	1,998	439	22%	0.05%
Small Total	**102,340**	**27,612**	**27%**	**3.20%**
State Total	**2,989,121**	**862,465**	**29%**	**100.00%**

Source: Shimberg Center analysis of U.S. Census Bureau, 2022 American Community Survey; University of Florida Bureau of Economic and Business Research, 2023 Population Projections

Elderly Households

Older households make up an increasing share of Florida's renters in need. Forty percent of low-income, cost burdened renter households are headed by someone age 55 or older—nearly 347,000 households in all. In Pasco/Pinellas Counties and a Southwest region stretching from Sarasota County to Collier County, older households make up half of the cost-burdened renters.

Table 11. Low-Income (≤60% AMI), Cost Burdened (>40%) Renter Households by Age of Householder and Region, Florida, 2023

	Age of Householder								
Planning and Service Area	**15-54**	**% 15-54**	**55-74**	**% 55-74**	**75-84**	**% 75-84**	**85 or Older**	**% 85 or Older**	**Total**
1) Escambia, Okaloosa, Santa Rosa	15,641	64%	6,661	27%	1,301	5%	981	4%	24,584
2) Bay, Calhoun, Franklin, Gadsden, Gulf, Jackson, Jefferson, Holmes, Leon, Liberty, Wakulla, Walton, Washington	16,672	71%	5,431	23%	1,083	5%	(X)	(X)	23,612
3) Alachua, Bradford, Citrus, Columbia, Dixie, Gilchrist, Hamilton, Hernando, Lafayette, Lake, Levy, Madison, Marion, Sumter, Suwannee, Taylor, Union	26,468	56%	14,218	30%	4,737	10%	1,654	4%	47,077
4) Baker, Clay, Duval, Flagler, Nassau, Putnam, St. Johns, Volusia	53,715	61%	25,309	29%	6,224	7%	2,338	3%	87,586
5) Pasco, Pinellas	31,950	50%	20,959	33%	6,498	10%	3,865	6%	63,272
6) Desoto, Hardee, Hillsborough, Highlands (part), Manatee, Polk	66,240	64%	27,370	26%	6,627	6%	3,371	3%	103,608
7) Brevard, Orange, Osceola, Seminole	88,792	68%	28,399	22%	9,735	8%	2,719	2%	129,645
8) Charlotte, Collier, Glades, Hendry, Highlands (part), Lee, Okeechobee, Sarasota	31,125	50%	17,740	29%	8,167	13%	5,176	8%	62,208
9) Indian River, Martin, Palm Beach, St. Lucie	44,267	53%	24,618	29%	9,411	11%	5,910	7%	84,206
10) Broward	60,458	64%	24,530	26%	6,733	7%	3,090	3%	94,811
11) Miami, Monroe	79,513	56%	44,936	32%	12,262	9%	4,833	3%	141,544
State Total	**514,841**	**60%**	**240,171**	**28%**	**72,778**	**8%**	**33,937**	**4%**	**862,153**

Source: Shimberg Center analysis of U.S. Census Bureau, 2022 American Community Survey; University of Florida Bureau of Economic and Business Research, 2023 Population Projections. Regions are modified from Florida Department of Elder Affairs Planning and Service Areas.

Persons with Disabilities

Nearly one-third of the state's cost burdened, low income renter households include at least one person with a disability—an estimated 272,862 households in all. In most of these households, the individuals with disabilities are adults, particularly in age 55+ households. However, 32,437 of the cost burdened renter households include children with disabilities.

Table 13. Low-Income, Cost Burdened Renter Households with Persons with Disabilities, Florida, 2023

Household Age & Disability Characteristics	Households
Householder Under Age 55, Adult(s) with a Disability in the Household	80,581
Householder Age 55 or Older, Adult(s) with a Disability in the Household	159,844
Child(ren) with a Disability in the Household	22,223
Child(ren) and Adult(s) with Disabilities in the Household	10,214
Total	**272,862**

Source: Shimberg Center analysis of U.S. Census Bureau, 2022 American Community Survey; University of Florida Bureau of Economic and Business Research, 2023 Population Projections.

Persons with Special Needs

Florida's special needs housing programs serve a subset of persons with disabilities as well as other vulnerable individuals and families. Specifically, for the purpose of housing programs, Florida Statutes defines a person with special needs as:

> *An adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s. 409.1451(5); a survivor of domestic violence as defined in s. 741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits. (Section 420.0004 (13), Florida Statutes)*

Combining several data sources, we estimate that 100,225 households meet this definition, primarily low-income, cost burdened renters receiving disability-related benefits.

Table 13. Estimates of Households with Persons with Special Needs, Florida, 2023

Category	Definition	Estimate	Data Sources
Disability-related benefits	Low-income (<=60% AMI), cost burdened (>40%) renter households with at least one household member who is: 1) age 18-64, with a disability, receiving Social Security; 2) age 18+, with a disability, receiving SSI; 3) age 18+ with a VA service-related disability rating of 10 percent or more	91,181	U.S. Census Bureau, 2019 American Community Survey Public Use Microdata Sample; 2021 BEBR population projections.
Survivors of domestic violence	Estimated number of households based on total number of persons using domestic violence emergency shelters	6,576	Florida Department of Children and Families, Domestic Violence Annual Report, 7/1/2021-6/30/2022. Assumes each adult entrant equals one household.
Youth aging out of foster care	Estimate based on youth receiving Aftercare, Extended Foster Care, and Postsecondary Education Services	2,468	Estimated need for affordable housing (1,742 units) and supportive housing (625 units) from Florida Assessment of Housing for Special Needs and Homeless Populations 2021.[2]
Total			**100,225**

Affordable and Available Rental Housing Supply

Another measure of the affordable rental housing gap is the affordable/available analysis, which compares the number of renter households at various income levels to the supply of units that are affordable and available to them. An affordable and available unit at a particular income threshold is: 1) affordable at that income threshold and 2) either vacant or occupied by a household with an income at or below the threshold.

An "affordable" unit is any market rate, subsidized, or public housing unit costing no more than 30 percent of income at the top of the income threshold expressed as a percentage of area median income (AMI), adjusted for unit size.[3] Many "affordable" units are effectively unavailable to low-income households because they are already occupied by higher income households. The affordable/available analysis accounts for this difference by removing units that are occupied by higher income households from unit counts.

This analysis compares the statewide affordable/available housing supply to renter households for six income groups: 0-30, 0-40, 0-50, 0-60, 0-80, and 0-120 percent of AMI. Each category is inclusive of those that come before it. For example, all households and units in the 0-30 percent of AMI group also appear in all of the other groups.

Figure 12 shows the distinction between affordable units and affordable/available units. All units in each column have rents that do not exceed 30 percent of income for a household at the top of the income group,

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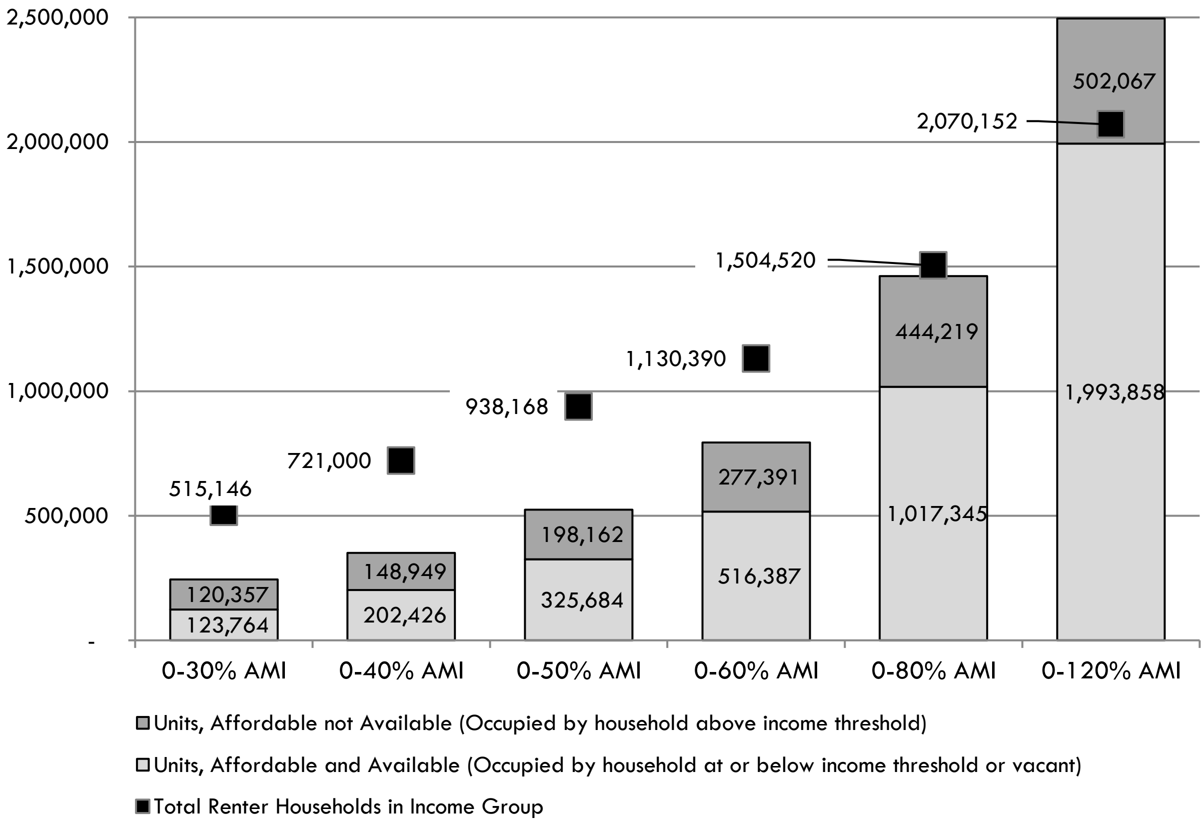
[2] Report available at https://floridahousing.org/docs/default-source/programs/special-programs/special-needs-housing/florida-assessment-of-housing-for-homeless-and-special-needs-populations/needs-assessment-full-report.pdf?sfvrsn=b09bf67b_2.

[3] For more information about the affordable/available method and affordability thresholds, see the *2022 Rental Market Study* produced by the Shimberg Center for Florida Housing Finance Corporation, http://shimberg.ufl.edu/publications/RMS_2022.pdf.

adjusted by unit size. However, the units in the darker shaded areas are occupied by households with incomes above the top threshold and therefore are not available to the households in that income category.

Figure 12. Affordable Units, Affordable/Available Units, and Renter Households by Income, Florida, 2022



Source: Shimberg Center tabulation of U.S. Census Bureau, 2022 American Community Survey

Figure 12 shows that for the 0-30 through 0-60 percent of AMI levels, there are more renter households than affordable units, whether available or not. At the 0-80 percent of AMI level, affordable units and renters are roughly in balance. However, there is still a shortage of affordable and available units, since nearly one-third of affordable units are rented by households with higher incomes. At the 0-120 percent of AMI level, there are sufficient affordable units, but the number of affordable and available units is slightly lower than the number of renter households.

Individual regions in Florida show widely varying results when comparing households to affordable and available units, particularly at the 0-120 percent of AMI income level. Appendix 4 shows the surplus or deficit of affordable/available units at the regional level. Most of the deficit at 0-120 percent AMI is concentrated in Miami-Dade, Broward, and Palm Beach Counties; other regions show a surplus or slight deficit at this AMI level.

SHIMBERG CENTER ACTIVITIES

Florida Housing Data Clearinghouse

The Shimberg Center produces the Florida Housing Data Clearinghouse under contract with Florida Housing Finance Corporation. Since 2000, the Clearinghouse has provided a free online source of housing supply and demand data for the state, counties, and cities.

The Clearinghouse provides data on the following topics:

- Affordability: housing cost burden, homeownership rates, rents, affordable rental housing supply gaps, and vacancy and occupancy rates
- Supply: Type of housing (single family, mobile homes, condominiums, multifamily), housing age and size, home prices and assessed values, and licensed condominium developments and mobile home parks
- Demographics: population projections, household projections by tenure, age, income, and cost burden
- Workforce: Employment rates, wage and housing cost comparisons by industry and occupation
- Assisted Housing Inventory: supply of affordable rental housing funded by Florida Housing, HUD, USDA Rural Development, and local housing finance agencies
- Home lending: mortgage originations by purpose, race/ethnicity, and interest rates
- Special needs households: housing needs of persons with disabilities, Social Security recipients, homeless individuals and families, and farmworkers
- Housing stability and disaster response: eviction and foreclosure filings, FEMA housing assistance

The Center created a series of county-level presentation materials to assist local government officials and others in communicating data from the Clearinghouse, with a particular focus on the link between local wages, area median income (AMI) levels, and housing costs. These materials are available on the Publications page of the Shimberg Center's website.

The Center provided extensive technical assistance in the use of the Clearinghouse site and custom data requests and reports. Examples included creating a data report on housing needs of ALICE (Asset Limited, Income Constrained, Employed) households in Broward County for a United Way conference and guidebook; providing maps and data on farmworker housing needs in Southwest Florida to USDA staff planning for Hurricane Ian recovery; providing data and materials on the workforce and housing supply to the Florica Council of 100; and providing data and technical support to the Tampa planning staff for the city's ongoing housing needs assessment.

Community Resilience and Disaster Response

The Shimberg Center works closely with state agencies, local governments, UF's Florida Institute for Built Environment Resiliency (FIBER), and our peers at other Gulf Coast and national institutions to learn how Florida's vulnerable populations and housing stock can be kept safe from natural disasters.

In the aftermath of Hurricane Ian, the Shimberg Center provided housing data to HUD and USDA staff assigned to the interagency Federal Disaster Recovery Center in Southwest Florida. Shimberg Research Professor Maria Watson served on the Working Group of the Florida Disaster Housing Task Force convened by the Florida Department of Emergency Management and Florida Housing Coalition. Dr. Watson is continuing to collaborate with Oregon State University to track housing and business recovery from Hurricane Ian.

The Center works with Regional Planning Councils to improve disaster recovery and housing resilience. The Center updated data and mapping tools developed as part of the Tampa Bay Regional Planning Council's

REACH (Resilience and Energy Assessment of Housing and Communities) initiative. We also expanded an affordable housing analysis developed for the East Central Florida Regional Planning Council's HARP (Housing Asset and Resilient Policy) initiative, funded by a resilience grant from the Florida Department of Environmental Protection (FDEP). Both projects involved multi-county assessments of flood hazard exposure for the affordable housing stock, including assisted housing, naturally occurring affordable housing, and mobile homes. The Center is currently working with the Apalachee Regional Planning Council and the Data Center (Southeast Louisiana) to develop new data-sharing tools for long-term disaster recovery and resilience, under a grant from the National Academies of Sciences, Engineering and Medicine (NASEM) Gulf Research Program (GRP). Calhoun and Liberty Counties are serving as pilot areas for the data platform.

At the local level, the Shimberg Center is collaborating with FIBER to analyze flood hazards in Cedar Key and Port St. Joe, with funding from FDEP. The Center and FIBER are developing vulnerability assessments and flood hazard adaptation strategies for community assets, including affordable housing and other residential properties. The assessments rely on building footprint data and multiple flood hazard datasets over three time periods (2022, 2040, and 2070). The projects have also included stakeholder and public outreach.

On the research side, the Shimberg Center, University of Central Florida, the Horne consulting firm, and Florida Housing Coalition were selected by HUD to evaluate the effectiveness of the Community Development Block Grant – Disaster Recovery (CDBG-DR) program in addressing post-disaster recovery needs of renter households. Our research objectives are to (1) better understand CDBG-DR allocations for renters, (2) identify successful processes with corresponding outcomes for rental housing recovery aid programs, (3) engage with and link disaster recovery strategies and programs to actual and desired outcomes among renters from their lived experiences, and (4) translate this research into actionable programmatic recommendations with appropriate timelines, policy making and implementation changes. The Shimberg Center is taking primary responsibility for interviewing renters affected by disasters and documenting their experiences with CDBG-DR and other recovery programs.

Promoting Housing Stability and Affordability

The Shimberg Center works with local organizations to promote long-term housing stability for Florida's homeowners and renters. The Center collects and shares monthly data on eviction and foreclosure filings in Florida communities. We participate in regional eviction prevention networks in the Orlando area and Miami-Dade County and provide summarized data on housing stability to researchers and legal services providers.

The Center is also collaborating with Local Initiatives Support Corporation (LISC) Jacksonville in its Family Wealth Creation initiative, which seeks to preserve housing wealth in historically Black neighborhoods in Jacksonville. The Center is providing data on homeownership, home values, tax foreclosure sales, and potential heirs property sites to support LISC's efforts.

In 2023 the Center produced a Miami-Dade County Housing Needs Assessment on behalf of Miami Homes for All. The report shows that most Miami-Dade households with incomes below $75,000 per year spend more than 30 percent of income for housing costs, including 90 percent of renters with incomes below $50,000. The report found a gap of approximately 90,000 affordable and available units for renters with incomes below 80 percent of AMI. The assessment includes data on tenure, income, and housing cost burden for municipalities, the unincorporated area, and County Commission districts in Miami-Dade County.

The Center also is collaborating with Bright Community Trust and a number of community organizations on the Homeownership Equity Initiative, a program to make homeownership accessible and inclusive for households in the four-county Orlando metropolitan area. The Center has provided data on homeownership disparities and the benefits of homeownership for families and communities.

General Technical Assistance and Presentations

Under the Florida Housing Data Clearinghouse contract, the Shimberg Center provides extensive pro bono technical assistance to state and local agencies, the housing industry, non-profit organizations, and the public in the assessment of affordable housing needs. Examples of technical assistance during 2023 include:

- Assisting local government staff in Alachua, Brevard, and Orange Counties and the Cities of Winter Springs, Jupiter, Tampa, Gainesville, Apopka and Key West in preparing affordable housing assessments and plans.
- Providing data to support affordable development and philanthropic contributions by non-profits operating in Jacksonville, Deltona, Collier County, Port St. Joe, and Broward County.
- Providing data on condominium developments and affordable/available rental housing to Florida legislative staff and research offices.

The Shimberg Center team made a number of public presentations in Florida and nationally in 2023:

- University of Florida Eyeopener Breakfast, Gainesville, February 2023
- Bright Communities Trust Homeownership Equity Initiative Kickoff, Orlando, February 2023
- Stakeholder Workshops for East Central Florida Regional Planning Council Housing Assets and Resilient Policy Phase II, Virtual, February - May 2023
- School of Landscape Architecture and Planning (SLA+P) Research Seminar Series, Gainesville, FL, February 2023
- Development of a resilience evaluation method of localities through operational continuity of hospitals as indicators, Virtual, March 2023
- Brevard County Affordable Housing Summit, Cocoa, May 2023
- Pinellas Historic Preservation Summit + Expo, St. Petersburg, May 2023
- Florida Bar Foundation Housing Umbrella Group, Gainesville, June 2023
- Hurricane Ian Data Workshop, Washington, DC, June 2023
- Gainesville Alachua County Association of Realtors, Gainesville, August 2023
- Big Bend Area ALICE Conference, Tallahassee, October 2023
- Association of Collegiate Schools of Planning, Chicago, October 2023
- National Association of Counties Rural Housing Project, Chicago and virtual, November 2023
- Tampa Bay Partnership, Tampa and virtual, December 2023

Teaching

Shimberg Center faculty offered courses in housing, sustainability, and the built environment in conjunction with the College of Design, Construction, and Planning:

- Construction Management 6583, Sustainable Housing: graduate course examining sustainability concepts, urban development, residential structures and systems, green building standards, and housing economics
- UF Quest 2935, Foundations, Principles and Applications of Sustainable Development: undergraduate interdisciplinary course covering sustainability concepts, environmental ethics, resilience, energy, water resources, and the built environment
- DCP GulfSouth Studio (Architecture/Landscape Architecture/Urban Planning): undergraduate and graduate studio course addressing urban design, environment, and recovery in Cape Coral following Hurricane Ian. Sponsored by the National Academies of Science Gulf Research Program.

The Center is also working with Florida Sea Grant to develop students' leadership in resiliency science, planning, and design. "Capacity Building for Florida Sea Grant: Promoting Coastal Resilience, Adaptation, and Equity in Florida" is a grant to advance education, information, and professional development over the

2022-2023 and 2023-2024 academic years. The grant ultimately will fund a two-year graduate assistantship, 4-6 undergraduate terminal projects, and two design studio courses on these issues. In the first year, the grant funded undergraduate capstone research projects for two students.

APPENDIX 1. COUNTY HOUSING SUPPLY, 2023

County	Single Family		Condominium		Mobile Home		Multifamily 2-9 Unit			Multifamily 10+ Unit	
	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Dwelling Units	Parcels	Dwelling Units
Alachua	62,936	73%	7,186	23%	5,595	63%	1,608	5%	5,238	357	26,510
Baker	4,963	75%	0	0%	2,448	67%	55	2%	128	4	115
Bay	60,398	59%	19,326	9%	8,530	47%	1,965	17%	5,449	130	12,239
Bradford	5,924	73%	21	67%	2,640	63%	26	23%	61	14	-
Brevard	202,176	72%	35,915	37%	11,254	54%	2,982	23%	7,951	281	27,347
Broward	389,023	77%	253,262	42%	4,136	45%	16,461	16%	48,813	1,621	122,592
Calhoun	2,609	69%	0	0%	1,184	66%	13	23%	40	2	-
Charlotte	80,472	66%	14,441	36%	5,526	41%	1,483	15%	3,461	82	2,613
Citrus	58,137	73%	1,612	37%	15,688	54%	553	10%	1,588	43	1,385
Clay	65,360	75%	2,397	37%	9,487	61%	287	8%	1,003	55	6,043
Collier	104,693	66%	100,635	32%	3,517	37%	1,949	16%	6,118	119	13,849
Columbia	13,625	71%	48	42%	7,729	65%	228	5%	-	39	-
DeSoto	6,006	67%	605	45%	2,698	47%	258	12%	767	31	-
Dixie	2,940	58%	159	8%	3,844	59%	3	33%	6	1	-
Duval	283,283	67%	27,528	39%	9,331	47%	5,140	14%	15,542	695	-
Escambia	103,191	66%	10,415	16%	4,895	44%	4,568	31%	10,795	205	-
Flagler	47,722	75%	4,414	38%	1,665	62%	1,379	14%	-	18	206
Franklin	6,673	39%	432	9%	1,298	52%	7	0%	-	1	-
Gadsden	11,310	66%	0	0%	3,698	57%	149	23%	342	19	313
Gilchrist	2,851	75%	0	0%	2,924	68%	28	39%	69	2	61
Glades	1,820	59%	258	30%	2,210	49%	153	42%	318	1	-
Gulf	6,839	44%	239	2%	1,656	47%	22	5%	71	5	239
Hamilton	2,024	64%	0	0%	1,512	70%	146	60%	-	9	-
Hardee	4,313	67%	0	0%	1,671	47%	201	31%	-	17	-
Hendry	7,400	67%	281	19%	4,515	53%	369	29%	904	18	416
Hernando	68,099	70%	631	48%	11,981	56%	486	8%	1,246	64	3,942
Highlands	34,188	65%	1,345	38%	5,317	42%	799	10%	1,992	59	1,634
Hillsborough	377,627	73%	40,129	40%	13,665	54%	4,616	8%	12,826	878	132,927
Holmes	3,471	68%	0	0%	1,393	62%	15	20%	53	7	175
Indian River	57,444	73%	15,017	39%	1,086	44%	740	10%	2,029	51	3,613

County	Single Family		Condominium		Mobile Home		Multifamily 2-9 Unit			Multifamily 10+ Unit	
	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Dwelling Units	Parcels	Dwelling Units
Jackson	10,324	66%	0	0%	3,107	65%	56	13%	217	60	-
Jefferson	2,867	71%	0	0%	1,307	63%	53	26%	178	15	222
Lafayette	1,019	67%	0	0%	826	57%	8	13%	14	1	-
Lake	119,692	74%	3,619	48%	16,301	59%	1,336	8%	3,553	176	15,215
Lee	248,337	66%	84,880	35%	15,789	37%	10,515	20%	23,845	289	33,004
Leon	73,488	71%	5,061	17%	6,747	55%	2,312	7%	6,556	362	32,159
Levy	8,058	72%	238	10%	9,562	62%	68	9%	209	12	423
Liberty	1,397	65%	0	0%	812	47%	61	69%	127	5	-
Madison	3,225	61%	0	0%	1,762	66%	173	57%	414	10	395
Manatee	116,866	70%	35,438	40%	4,679	38%	4,443	18%	10,076	170	21,717
Marion	124,806	70%	2,502	37%	24,737	52%	3,622	38%	8,997	109	8,669
Martin	49,949	77%	14,966	44%	2,933	52%	1,078	13%	2,827	64	4,905
Miami-Dade	383,127	76%	382,264	36%	300	17%	31,605	26%	85,188	3,599	192,751
Monroe	29,353	43%	6,962	18%	4,687	25%	1,759	26%	4,546	46	2,996
Nassau	29,836	74%	4,084	23%	6,274	64%	372	27%	891	27	-
Okaloosa	69,671	65%	13,590	12%	3,351	45%	758	6%	2,664	177	8,584
Okeechobee	7,478	70%	234	26%	5,853	47%	349	30%	896	10	367
Orange	335,605	69%	52,226	25%	6,159	52%	3,983	11%	9,853	1,110	158,879
Osceola	123,632	59%	13,695	15%	5,444	53%	1,044	9%	2,696	925	24,986
Palm Beach	377,170	73%	185,688	41%	3,671	32%	10,197	17%	28,510	855	75,777
Pasco	185,414	71%	11,844	44%	29,478	50%	3,158	38%	5,817	218	17,905
Pinellas	252,465	76%	103,994	47%	17,008	46%	12,435	29%	32,295	873	70,668
Polk	210,605	65%	8,497	32%	31,587	50%	6,706	18%	17,366	285	25,694
Putnam	17,160	66%	198	30%	15,393	53%	150	12%	380	30	1,287
Santa Rosa	63,909	74%	1,751	18%	6,492	49%	666	8%	1,687	57	2,805
Sarasota	155,601	68%	52,813	39%	11,888	40%	4,668	36%	10,857	190	16,936
Seminole	132,134	74%	15,139	35%	1,717	54%	1,148	11%	2,636	208	41,761
St. Johns	99,201	77%	14,562	37%	5,436	60%	1,618	43%	2,860	52	5,319
St. Lucie	117,429	74%	14,571	39%	4,536	51%	1,490	9%	3,385	78	6,351
Sumter	69,490	72%	512	59%	6,458	52%	104	7%	308	23	2,200
Suwannee	6,326	68%	0	0%	6,826	63%	57	2%	125	8	104
Taylor	5,488	58%	90	4%	3,231	52%	22	9%	69	11	344

County	Single Family		Condominium		Mobile Home		Multifamily 2-9 Unit			Multifamily 10+ Unit	
	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Dwelling Units	Parcels	Dwelling Units
Union	1,406	81%	18	11%	1,201	70%	1	0%	-	15	-
Volusia	184,265	71%	28,414	30%	7,371	57%	2,594	15%	7,161	309	25,515
Wakulla	9,250	74%	278	44%	3,397	61%	31	3%	74	5	160
Walton	37,006	43%	10,736	6%	5,285	43%	638	42%	1,089	38	-
Washington	5,075	66%	0	0%	2,639	55%	27	4%	-	1	-
Florida Total	**5,745,641**	**71%**	**1,605,160**	**37%**	**437,337**	**52%**	**155,994**	**21%**	**406,864**	**15,251**	**1,274,074**

Source: Florida Department of Revenue, Name-Address-Legal File. Includes all parcels by housing type regardless of year built. Homesteaded parcels are the owner's primary residence. Dwelling unit data may be missing for some multifamily developments. Dwelling unit counts are suppressed in counties where total dwelling units are less than 2 times the number of parcels for the multifamily 2-9 unit category and less than 10 times the number of parcels for the multifamily 10+ unit category.

APPENDIX 2. HOUSING PRODUCTION BY COUNTY AND HOUSING TYPE, 2022

County	Single Family	Condominium	Mobile Home	Multifamily 2-9 Unit	Multifamily 10+ Unit
Alachua	905	0	56	16	15
Baker	86	0	35	0	0
Bay	2,012	0	236	14	8
Bradford	70	0	38	0	2
Brevard	4,045	151	75	5	3
Broward	1,809	156	21	31	14
Calhoun	19	0	37	0	0
Charlotte	2,429	292	38	69	1
Citrus	1,286	0	145	12	0
Clay	1,630	0	118	0	2
Collier	3,312	654	27	4	4
Columbia	184	0	107	0	0
DeSoto	74	0	17	0	0
Dixie	19	0	39	0	0
Duval	5,338	0	59	7	16
Escambia	1,994	28	48	13	6
Flagler	2,014	0	37	122	0
Franklin	129	0	24	1	0
Gadsden	149	0	57	2	0
Gilchrist	101	0	70	0	0
Glades	64	1	16	0	0
Gulf	320	0	53	0	0
Hamilton	28	0	20	0	0
Hardee	42	0	20	2	0
Hendry	434	25	77	22	0
Hernando	1,367	0	114	2	0
Highlands	488	0	22	3	1
Hillsborough	6,638	110	59	7	23
Holmes	33	0	31	0	0
Indian River	1,224	8	7	5	1
Jackson	76	0	62	0	0
Jefferson	69	0	12	0	0
Lafayette	4	0	15	1	0
Lake	4,089	42	114	13	7
Lee	7,432	176	82	183	8
Leon	479	92	32	2	4
Levy	112	0	122	2	0
Liberty	8	0	18	0	0
Madison	35	0	36	1	0

County	Single Family	Condominium	Mobile Home	Multifamily 2-9 Unit	Multifamily 10+ Unit
Manatee	4,930	122	21	14	5
Marion	4,799	18	178	32	3
Martin	546	2	14	2	2
Miami-Dade	1,614	4,091	0	79	42
Monroe	291	124	2	3	2
Nassau	1,499	4	79	3	1
Okaloosa	1,146	32	72	4	3
Okeechobee	93	0	101	2	0
Orange	3,895	49	42	1	26
Osceola	5,778	118	21	17	11
Palm Beach	3,810	82	13	20	10
Pasco	7,019	8	177	0	6
Pinellas	957	143	43	70	11
Polk	9,235	5	200	21	10
Putnam	161	0	113	0	0
Santa Rosa	2,171	0	133	8	2
Sarasota	3,901	293	31	10	5
Seminole	1,026	0	9	1	5
St. Johns	5,638	27	72	3	5
St. Lucie	5,461	0	10	5	1
Sumter	4,003	0	27	0	2
Suwannee	84	0	116	0	0
Taylor	58	0	53	0	0
Union	31	0	16	0	0
Volusia	3,795	1	45	6	5
Wakulla	391	1	17	0	0
Walton	1,804	0	148	3	2
Washington	66	0	64	0	0
Florida Total	**124,749**	**6,855**	**4,013**	**843**	**274**

Source: Florida Department of Revenue, Name-Address-Legal File. Includes parcels in the current parcel inventory with actual year built 2022. Multifamily 2-9 and 10+ counts refer to parcels, not individual dwelling units.

APPENDIX 3. SALES VOLUME AND PRICES (2023 $) BY COUNTY, 2022

County	Single Family				Condominium				Mobile Home			
	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price
Alachua	4,020	$232,841	$328,047	$434,636	776	$129,356	$167,387	$201,795	216	$117,455	$165,576	$206,970
Baker	248	$263,886	$313,042	$402,556	0	$0	$0	$0	63	$121,077	$165,058	$214,214
Bay	5,235	$269,060	$351,848	$475,927	2,100	$320,803	$424,288	$579,463	371	$93,136	$155,227	$201,795
Bradford	230	$155,227	$229,995	$310,454	2	$222,492	$231,806	$241,120	82	$77,614	$157,814	$201,795
Brevard	14,008	$284,583	$359,092	$465,682	2,456	$181,098	$269,060	$444,985	719	$113,833	$165,576	$201,795
Broward	21,258	$398,416	$532,947	$770,134	18,132	$155,227	$226,632	$340,465	291	$131,426	$173,854	$217,318
Calhoun	73	$144,879	$195,586	$264,921	0	$0	$0	$0	10	$72,439	$113,833	$181,098
Charlotte	6,133	$310,351	$397,382	$519,494	1,529	$191,447	$284,583	$388,068	338	$134,427	$170,750	$222,492
Citrus	4,195	$217,318	$279,409	$374,615	154	$160,401	$185,703	$289,757	819	$83,823	$134,530	$190,412
Clay	5,242	$294,932	$358,161	$429,462	177	$148,501	$212,144	$260,782	497	$98,207	$164,541	$238,015
Collier	7,366	$517,424	$716,063	$1,086,590	6,141	$331,151	$454,816	$705,766	106	$181,616	$235,169	$309,420
Columbia	709	$181,616	$263,886	$336,222	11	$139,704	$150,053	$159,367	294	$92,101	$155,227	$222,492
DeSoto	319	$205,935	$264,921	$388,068	47	$186,273	$222,492	$248,364	69	$124,182	$165,576	$217,318
Dixie	159	$117,973	$201,795	$331,151	14	$243,189	$265,439	$388,068	197	$67,369	$124,182	$181,098
Duval	20,507	$227,667	$315,629	$411,663	2,097	$164,437	$217,318	$279,512	361	$78,648	$134,530	$206,970
Escambia	6,771	$211,626	$294,828	$372,545	508	$170,750	$325,977	$627,635	92	$46,827	$87,962	$138,411
Flagler	4,304	$320,337	$377,720	$470,804	374	$279,409	$413,939	$641,606	88	$159,884	$206,400	$263,886
Franklin	382	$274,235	$517,424	$909,631	44	$283,031	$341,500	$574,858	44	$62,091	$116,420	$179,805
Gadsden	424	$137,117	$222,492	$315,629	0	$0	$0	$0	76	$62,091	$95,723	$159,108
Gilchrist	179	$199,726	$306,212	$413,836	0	$0	$0	$0	128	$87,962	$155,175	$218,353
Glades	95	$170,750	$253,538	$322,873	24	$38,807	$64,678	$107,624	118	$117,973	$165,834	$227,667
Gulf	569	$351,848	$491,553	$765,684	8	$427,392	$517,424	$777,792	64	$62,091	$113,833	$188,860
Hamilton	68	$113,833	$181,098	$254,573	0	$0	$0	$0	37	$113,833	$144,879	$181,098
Hardee	166	$144,879	$212,144	$266,991	0	$0	$0	$0	72	$72,957	$105,037	$165,058
Hendry	624	$201,795	$258,660	$310,454	33	$170,750	$205,417	$231,082	144	$119,008	$170,750	$238,015

County	Single Family				Condominium				Mobile Home			
	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price
Hernando	5,426	$258,712	$317,336	$382,894	56	$116,420	$155,227	$181,098	767	$123,147	$162,989	$205,935
Highlands	2,097	$182,133	$243,189	$315,629	152	$109,435	$150,053	$187,307	313	$66,230	$92,101	$133,495
Hillsborough	25,403	$331,151	$405,867	$519,494	3,145	$170,750	$232,841	$341,500	413	$165,576	$227,667	$301,141
Holmes	123	$103,485	$160,401	$222,492	0	$0	$0	$0	31	$36,220	$77,614	$111,246
Indian River	4,126	$305,280	$387,033	$531,912	1,237	$171,267	$253,538	$465,682	44	$91,067	$131,943	$190,671
Jackson	409	$119,008	$181,098	$258,609	0	$0	$0	$0	73	$72,439	$129,356	$170,750
Jefferson	149	$191,447	$289,757	$410,628	0	$0	$0	$0	47	$71,922	$165,576	$227,667
Lafayette	51	$103,485	$180,064	$300,106	0	$0	$0	$0	28	$49,673	$129,356	$199,208
Lake	7,753	$312,524	$388,068	$481,204	403	$98,311	$164,541	$258,712	889	$124,182	$175,924	$227,667
Lee	21,010	$330,106	$418,079	$616,252	6,367	$239,050	$328,254	$454,298	988	$103,485	$150,053	$211,626
Leon	3,991	$191,447	$284,169	$406,695	524	$103,537	$154,192	$235,428	175	$55,882	$87,962	$131,426
Levy	465	$188,342	$259,747	$384,225	35	$150,053	$240,602	$331,151	445	$84,858	$134,427	$191,447
Liberty	39	$93,447	$164,541	$279,305	0	$0	$0	$0	14	$30,011	$49,155	$98,311
Madison	112	$98,828	$168,422	$284,583	0	$0	$0	$0	56	$74,509	$109,953	$180,012
Manatee	10,751	$398,416	$500,866	$683,000	2,879	$219,905	$320,803	$455,333	300	$95,723	$139,704	$196,518
Marion	11,371	$228,805	$286,653	$362,197	303	$103,485	$124,182	$150,053	1,070	$77,614	$130,391	$186,273
Martin	2,870	$388,068	$517,424	$816,288	997	$191,447	$251,365	$362,197	185	$155,227	$195,586	$243,189
Miami-Dade	15,438	$450,159	$569,166	$827,775	28,436	$276,304	$403,591	$615,735	1	$150,053	$150,053	$150,053
Monroe	1,628	$731,120	$1,034,848	$1,733,370	501	$465,682	$698,522	$1,010,012	225	$310,454	$408,558	$620,909
Nassau	2,735	$369,441	$444,467	$605,386	284	$417,561	$606,680	$833,053	238	$141,774	$212,661	$258,712
Okaloosa	5,031	$287,688	$357,023	$465,682	1,109	$332,186	$496,727	$714,045	101	$93,136	$169,612	$209,039
Okeechobee	418	$195,586	$263,886	$362,093	18	$96,241	$129,356	$139,704	454	$67,265	$126,510	$181,098
Orange	19,293	$346,674	$444,985	$594,210	4,008	$155,227	$204,589	$266,991	338	$114,868	$155,227	$206,970
Osceola	13,266	$354,435	$418,079	$516,389	1,478	$191,447	$258,712	$331,151	329	$144,879	$206,970	$274,235
Palm Beach	17,440	$465,682	$646,780	$957,234	13,978	$165,576	$253,538	$398,416	178	$129,356	$155,227	$216,283
Pasco	17,762	$284,583	$379,220	$488,448	1,113	$119,008	$155,227	$204,900	1,858	$77,614	$122,112	$181,098

County	Single Family				Condominium				Mobile Home			
	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price
Pinellas	12,786	$331,151	$426,513	$594,934	7,497	$186,273	$259,643	$429,462	977	$93,136	$134,530	$175,924
Polk	20,853	$288,723	$341,603	$403,591	786	$124,182	$158,177	$217,318	1,828	$93,136	$142,033	$196,518
Putnam	834	$150,053	$227,097	$315,629	19	$232,841	$284,583	$315,629	581	$76,475	$124,182	$181,098
St. Johns	9,893	$413,939	$520,011	$688,174	1,047	$258,712	$341,500	$525,703	270	$175,924	$243,189	$289,757
St. Lucie	10,797	$334,152	$396,761	$468,890	1,148	$186,273	$284,583	$491,553	211	$150,053	$201,795	$248,364
Santa Rosa	5,205	$294,932	$363,697	$467,648	143	$341,396	$486,379	$746,125	205	$81,753	$124,078	$175,924
Sarasota	10,491	$388,068	$497,762	$683,000	3,752	$284,583	$380,824	$620,909	592	$133,495	$167,697	$212,144
Seminole	7,627	$332,807	$413,939	$527,772	1,255	$153,157	$187,825	$235,428	89	$119,008	$169,715	$227,667
Sumter	7,817	$330,634	$405,453	$512,250	32	$129,615	$230,202	$243,189	305	$79,994	$139,704	$196,621
Suwannee	312	$159,884	$230,254	$300,623	0	$0	$0	$0	276	$89,514	$155,175	$221,975
Taylor	252	$117,559	$181,098	$305,280	6	$250,433	$277,857	$361,162	102	$93,136	$128,839	$193,517
Union	44	$202,830	$243,189	$324,942	0	$0	$0	$0	32	$71,922	$152,640	$187,463
Volusia	12,162	$284,583	$351,848	$434,636	2,455	$165,576	$289,757	$486,379	335	$132,461	$170,750	$227,667
Wakulla	791	$206,970	$317,698	$397,382	26	$172,820	$242,672	$315,629	140	$76,941	$134,013	$181,098
Walton	3,495	$455,230	$723,359	$1,497,528	1,252	$434,636	$619,874	$874,447	141	$98,311	$162,989	$222,492
Washington	211	$139,704	$201,174	$279,409	0	$0	$0	$0	73	$77,614	$124,182	$150,053
Florida Total	**396,011**	**$310,454**	**$403,591**	**$560,577**	**121,068**	**$195,586**	**$300,106**	**$460,000**	**21,013**	**$95,206**	**$150,053**	**$206,970**

Source: Florida Department of Revenue, Sales Data File. Includes home sales that took place in 2022, the most recent full year with data available. Arms-length sales only. Home prices adjusted to 2023 dollars using the Consumer Price Index.

APPENDIX 4. SURPLUS/DEFICIT OF AFFORDABLE AND AVAILABLE RENTAL HOUSING UNITS BY INCOME (% AMI), FLORIDA REGIONS, 2022

Region	Counties	Affordable/Available Units Minus Renter Households					
		0-30% AMI	0-40% AMI	0-50% AMI	0-60% AMI	0-80% AMI	0-120% AMI
Cape Coral-Fort Myers, FL MSA	Lee	-12,127	-13,378	-18,568	-17,272	-12,349	-1,135
Deltona-Daytona Beach-Ormond Beach, FL MSA & Palm Coast, FL MSA	Flagler, Volusia	-10,014	-12,451	-15,516	-15,234	-9,359	-357
Fort Walton Beach-Crestview-Destin, FL MSA	Okaloosa	-1,883	-2,668	-3,766	-2,908	-2,236	1,338
Ft. Lauderdale	Broward	-38,051	-54,391	-70,488	-83,786	-84,246	-33,237
Gainesville, FL MSA (minus Gilchrist)	Alachua	-4,632	-6,362	-6,030	-3,822	2,323	3,351
Homosassa Springs, FL MSA	Citrus	-2,043	-2,341	-2,636	-2,663	-893	-620
Jacksonville, FL MSA plus Putnam	Baker, Clay, Duval, Nassau, Putnam, St. Johns	-33,046	-38,430	-42,592	-33,940	-20,099	4,418
Lakeland, FL MSA	Polk	-12,578	-17,497	-20,489	-18,582	-13,186	248
Miami-Dade Plus Monroe	Miami-Dade, Monroe	-62,467	-93,480	-108,871	-130,410	-134,458	-61,721
Naples-Marco Island, FL MSA	Collier	-4,858	-7,220	-10,087	-9,861	-7,936	-1,247
Northeast Nonmetropolitan Area (plus Gilchrist)	Bradford, Columbia, Dixie, Gilchrist, Hamilton, Lafayette, Levy, Madison, Suwannee, Taylor, Union	-3,311	-3,468	-4,482	-2,139	-51	865
Northwest Nonmetropolitan Area (plus Gadsden, Jefferson, & Wakulla)	Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Liberty, Wakulla, Walton, Washington	-4,521	-5,296	-4,372	-3,242	-1,003	36
Ocala, FL MSA	Marion	-6,173	-5,378	-6,830	-5,029	-1,586	3,216
Orlando-Kissimmee, FL MSA	Lake, Orange, Osceola, Seminole	-51,154	-70,138	-89,107	-94,715	-77,753	799
Palm Bay-Melbourne-Titusville, FL MSA	Brevard	-8,504	-11,491	-9,241	-6,901	-691	6,565
Panama City-Lynn Haven, FL MSA	Bay	-3,086	-3,254	-4,840	-4,839	-3,626	1,151
Pensacola-Ferry Pass-Brent, FL MSA	Escambia, Santa Rosa	-9,841	-11,125	-12,909	-9,855	-3,894	-612
Port St. Lucie, FL MSA	Martin, St. Lucie	-7,410	-8,979	-9,712	-8,956	-6,229	683
Punta Gorda, FL MSA	Charlotte	-62	-1,173	-2,475	-2,659	-1,904	-579
Sarasota-Bradenton-Venice, FL MSA	Manatee, Sarasota	-11,394	-16,597	-19,873	-17,238	-10,255	3,057
Sebastion-Vero Beach, FL MSA	Indian River, Okeechobee	-1,769	-1,923	-2,402	-2,499	-1,303	10

Region	Counties	Affordable/Available Units Minus Renter Households					
		0-30% AMI	0-40% AMI	0-50% AMI	0-60% AMI	0-80% AMI	0-120% AMI
South Nonmetropolitan Area (minus Monroe)	DeSoto, Glades, Hardee, Hendry, Highlands	-3,417	-4,566	-5,396	-5,913	-2,835	-1,469
Tallahassee, FL MSA (minus Gadsden, Jefferson & Wakulla)	Leon	-6,053	-7,018	-5,982	-2,315	540	2,293
Tampa-St. Petersburg-Clearwater, FL MSA	Hernando, Hillsborough, Pasco, Pinellas	-64,236	-81,384	-90,984	-83,379	-60,011	3,994
The Villages, FL MSA	Sumter	-630	-891	-962	-713	-839	387
West Palm Beach-Boca Raton	Palm Beach	-28,122	-37,675	-43,874	-45,133	-33,296	-7,728
State of Florida Total		**-391,382**	**-518,574**	**-612,484**	**-614,003**	**-487,175**	**-76,294**

Source: Shimberg Center analysis of U.S. Census Bureau, 2022 American Community Survey. Values are the difference between renter households and affordable/available units at each income level. Negative value means that renter households outnumber affordable/available units.

Hwy 441/27 CRA
Fiscal Year 2024-25
August 26, 2024

Hwy 441/27 CRA Cash Reserves

$4,654,227 - Unallocated

Hwy 441/27 CRA Revenues

	2023-24	2024-25
Ad Valorem Taxes	$862,909	$1,117,981
Lake County CRA Revenue	1,442,055	1,863,719
Miscellaneous Revenue	20,000	95,000
Other Sources	-0-	-0-
Total	$2,324,964	$3,076,700
Change		$751,736

Highway 441/27 CRA

	2023-24	2024-25
Operating Expenses	$6,505	$6,775
S. Leesburg Advertising Program	-0-	25,000
Debt Service	890,222	890,698
Grants and Aids (FSL/Housing Grants)	-0-	-0-
Transfer to Capital Projects *SUSAN STREET PROJECT*	-0-	2,000,000
Other Uses – Reserve for Future Use	1,428,237	154,227
Total	$2,324,964	$3,076,700
Change		$751,736

Highway 441/27 CRA, Tax Increment Revenue Bonds, Series 2016

*CRA Expires in FY 2045

Cash as of May 2024 5,010,096

Additional funds not included:

*Restricted Surplus Fund 600,000

Year	Principal	Interest	Total	TIF Revenue 5.0% growth assumed	Exc/Def	Net Cash	
2020	195,000	294,043	489,043	734,804	245,761	1,143,051	
2021	210,000	288,992	498,992	1,176,392	677,400	1,754,194	
2022	607,000	283,553	890,553	1,350,129	459,576	2,071,858	
2023	622,000	267,832	889,832	1,798,006	908,174	3,081,500	
2024	638,000	251,722	889,722	2,304,964	1,415,242	4,496,742	
2025	655,000	235,198	890,198	2,981,700	2,091,502	4,588,244	$2 M TRF SUSAN ST
2026	672,000	218,233	890,233	3,130,785	2,240,552	6,828,796	
2027	689,000	200,829	889,829	3,287,324	2,397,495	9,226,291	
2028	707,000	182,983	889,983	3,451,690	2,561,707	11,787,999	
2029	725,000	164,672	889,672	3,624,275	2,734,603	14,522,602	
2030	744,000	145,895	889,895	3,805,489	2,915,594	17,438,195	
2031	764,000	126,625	890,625	3,995,763	3,105,138	20,543,334	
2032	783,000	106,838	889,838	4,195,551	3,305,713	23,849,047	
2033	804,000	86,558	890,558	4,405,329	3,514,771	27,363,818	
2034	824,000	65,734	889,734	4,625,595	3,735,861	31,099,679	
2035	846,000	44,393	890,393	4,856,875	3,966,482	35,066,161	
2036	868,000	22,481	290,481	5,099,719	4,809,238	39,875,399	
Total	11,503,000	3,580,624	14,483,624				

Questions??

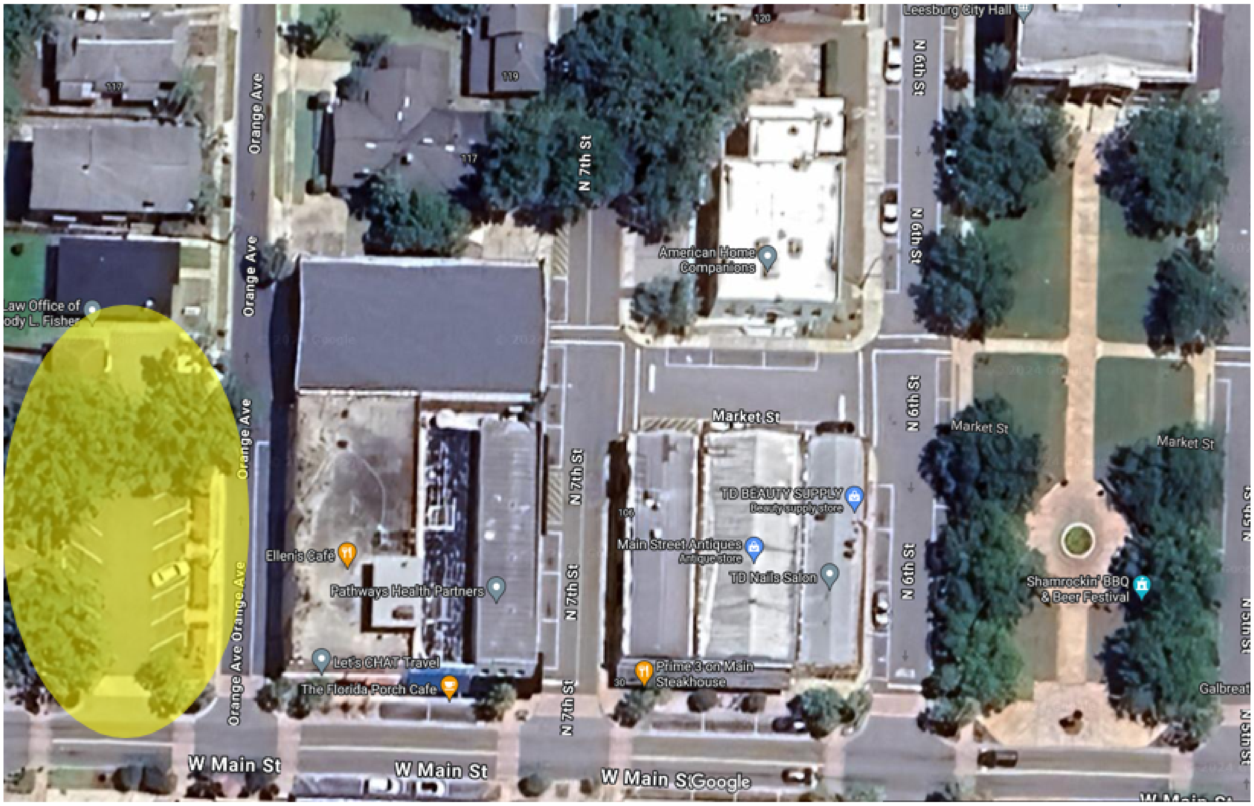
City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	6.C.2.
Meeting Date:	August 26, 2024
From:	Al Minner, (City Manager)
Subject:	Resolution of the City Commission of the City of Leesburg, Florida, authorizing the conversion of Orange Street Parking into 3-hour Parking Only; and providing an effective date.

Staff Recommendation:
As the Commission may consider.

Analysis:
Staff has been petitioned to modify the City's parking lot at the NW corner of Main/Orange Street from all day to temporary parking. The purpose of the request is to provide for more customer parking in the downtown area. Should the Commission approve this request, staff will re-mark the parking lot and enforce accordingly.



Procurement Analysis:
N/A

Options:
1. Approve 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, AUTHORIZING THE CONVERSION OF ORANGE STREET PARKING INTO 3-HOUR PARKING ONLY; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute this resolution and the City Manager is authorized to enforce that the Orange Street Parking Lot, as attached hereto, is modified from all day to 3-hour temporary parking.

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 26th day of August 2024.

____
Mayor

ATTEST:

____
City Clerk

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	9.A.
Meeting Date:	August 26, 2024
From:	Al Minner, (City Manager)
Subject:	Power Cost Adjustment Increase October 1, 2024 ($10 / 1000 KWH to $20 / 1000 KWH)

Staff Recommendation:
N/A

Analysis:
The City Manager will review power expenses and be implanting an increase in the power cost adjustment effective October 1, 2024.

Procurement Analysis:

Options:

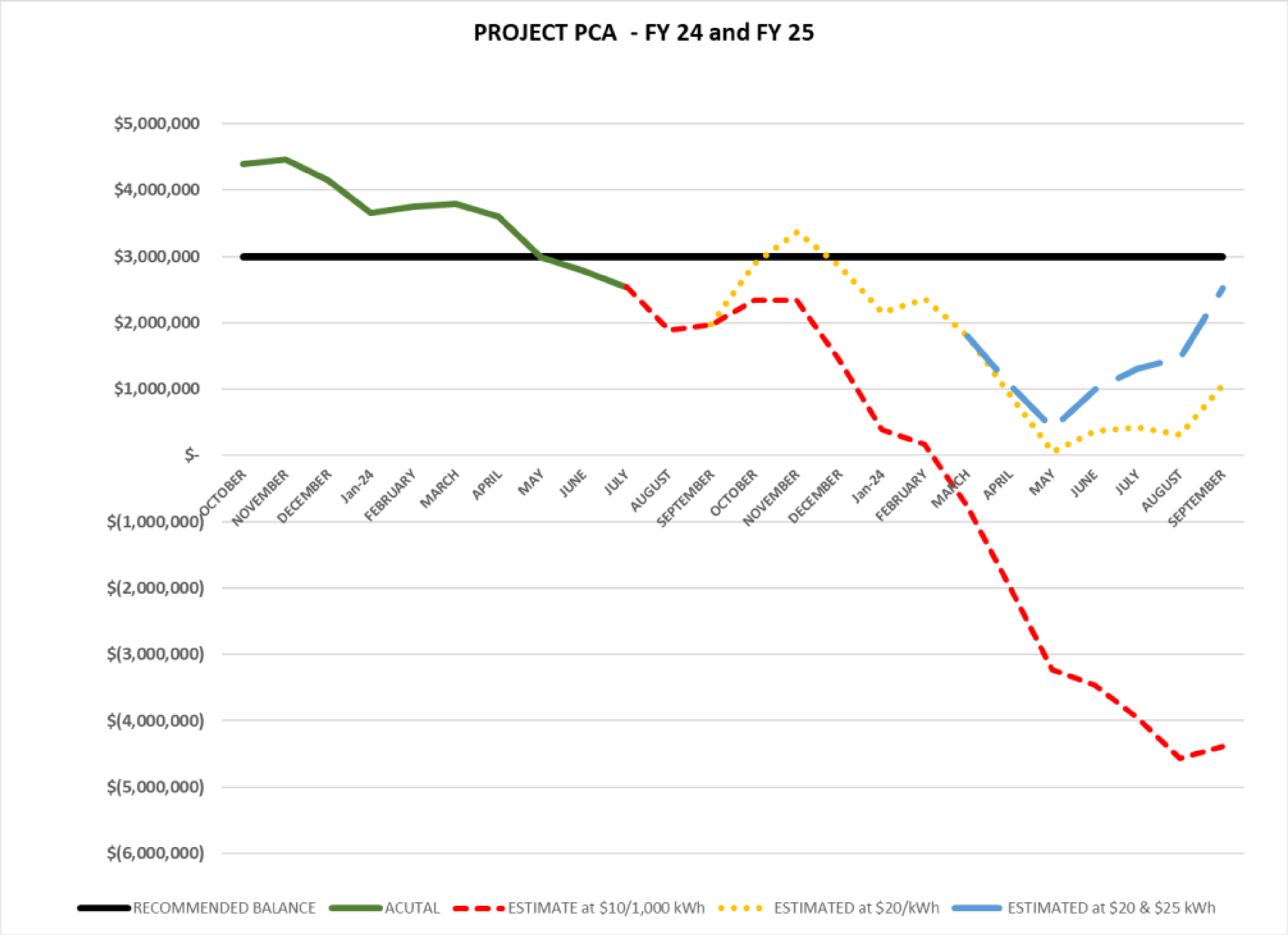
Fiscal Impact:

			October	November	December	January	February	March	April	May	June	July	August	September	TOTAL	
				2024							2025					
Capacity																
	ARP		116,280	116,982	112,177	109,564	106,697	116,313	108,043	115,448	115,177	115,167	113,380	115,304	1,360,531	
	CR-3														-	
	St. Lucie		2,015	2,015	2,015	2,015	2,015	2,015	2,015	2,015	2,015	2,015	2,095	2,015	24,260	
Total			118,295	118,997	114,192	111,579	108,712	118,328	110,058	117,463	117,192	117,182	115,475	117,319	1,384,791	
Energy																
	ARP		36,714,596	33,726,533	34,242,829	36,864,690	32,199,737	34,839,331	35,408,091	50,265,615	54,132,375	57,386,054	59,925,923	48,608,552	514,314,327	
	CR-3														-	
	St. Lucie		1,225,751	1,475,381	1,436,828	1,129,957	1,370,009	1,559,191	1,533,710	1,545,259	1,438,019	1,518,036	1,512,812	774,417	16,519,370	
Total			37,940,347	35,201,914	35,679,657	37,994,647	33,569,746	36,398,522	36,941,801	51,810,874	55,570,394	58,904,090	61,438,735	49,382,969	530,833,697	
ARP Rates																
	Capacity - $/kW		$15.50	$15.50	$15.50	$15.50	$15.50	$15.50	$15.50	$15.50	$15.50	$15.50	$15.50	$15.50		
	Transmission - $/kW		$5.48	$5.48	$5.48	$5.48	$5.48	$5.48	$5.48	$5.48	$5.48	$5.48	$5.48	$5.48		
	Energy - $/MWh		$34.52	$34.52	$34.52	$34.52	$34.52	$34.52	$34.52	$34.52	$34.52	$34.52	$34.52	$34.52		
Total Costs																
041-1013-531.34-41	Customer Charge		$3,700.00	$3,700.00	$3,700.00	$3,700.00	$3,700.00	$3,700.00	$3,700.00	$3,700.00	$3,700.00	$3,700.00	$3,700.00	$3,700.00	$44,400.00	
041-1012-531.34-42	Capacity		$1,802,335.77	$1,813,224.38	$1,738,742.94	$1,698,239.75	$1,653,805.19	$1,802,849.81	$1,674,659.45	$1,789,445.13	$1,785,244.63	$1,785,088.69	$1,757,388.59	$1,787,212.09	$21,088,236.42	21341797.02
041-1013-531-34-44	Transmission		$648,255.11	$652,104.76	$625,771.96	$611,452.12	$595,742.36	$648,436.84	$603,115.35	$643,697.64	$642,212.56	$642,157.43	$632,802.50	$642,908.15	$7,588,656.77	3199509.477
	Energy		$1,267,387.86	$1,164,239.93	$1,182,062.46	$1,272,569.09	$1,111,534.93	$1,202,653.72	$1,222,287.30	$1,735,169.02	$1,868,649.57	$1,980,966.59	$2,068,642.86	$1,677,967.23	$17,754,130.57	
041-1013-531.34-47	Load Red. Credit		-$11,014.38	-$10,117.96	-$10,272.85	-$11,059.41	-$9,659.92	-$10,451.80	-$10,622.43	-$15,079.68	-$16,239.71	-$17,215.82	-$17,977.78	-$14,582.57	-$154,294.30	
	Cost Spread Reduction Pgm		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	TOTAL FMPA		**$3,710,664.36**	**$3,623,151.11**	**$3,540,004.51**	**$3,574,901.55**	**$3,355,122.56**	**$3,647,188.57**	**$3,493,139.67**	**$4,156,932.10**	**$4,283,567.05**	**$4,394,696.89**	**$4,444,556.18**	**$4,097,204.91**	**$46,321,129.46**	
041-1012-531.33-51	**St. Lucie**		$92,077.63	$100,070.94	$100,070.94	$100,070.94	$100,071.00	$100,071.00	$100,071.00	$100,071.00	$100,071.00	$100,071.00	$100,071.00	$45,423.94	$1,138,211.39	
Total	**otal Power Costs**		**$3,802,741.99**	**$3,723,222.05**	**$3,640,075.45**	**$3,674,972.49**	**$3,455,193.56**	**$3,747,259.57**	**$3,593,210.67**	**$4,257,003.10**	**$4,383,638.05**	**$4,494,767.89**	**$4,544,627.18**	**$4,142,628.85**	**$47,459,340.85**	$ 41,756,817.71
041-1013-531.34-43	Energy		$1,267,387.86	$1,164,239.93	$1,182,062.46	$1,272,569.09	$1,111,534.93	$1,202,653.72	$1,222,287.30	$1,735,169.02	$1,868,649.57	$1,980,966.59	$2,068,642.86	$1,677,967.23	$17,754,130.57	
Power Cost Recovery																
	Energy Sales - kWh		**55,399,724**	**49,262,721**	**36,635,500**	**34,941,219**	**42,954,029**	**37,371,129**	**31,683,199**	**39,923,579**	**55,098,907**	**53,307,917**	**52,159,110**	**57,435,258**	**546,172,293**	502,001,208
	Power cost in base		$0.06524	$0.06524	$0.06524	$0.06524	$0.06524	$0.06524	$0.06524	$0.06524	$0.06524	$0.06524	$0.06524	$0.06524		
	Base recovery		$3,614,001	$3,213,654	$2,389,917	$2,279,390	$2,802,106	$2,437,906	$2,066,853	$2,604,415	$3,594,377	$3,477,542	$3,402,600	$3,746,789	$35,629,550	
	Balance - BPCA		**$188,741**	**$509,568**	**$1,250,159**	**$1,395,582**	**$653,087**	**$1,309,354**	**$1,526,357**	**$1,652,588**	**$789,261**	**$1,017,226**	**$1,142,028**	**$395,840**	**$11,829,791**	- sign means we overrecovered
Current cost	BPCA - $/kWh		$0.00341	$0.01034	$0.03412	$0.03994	$0.01520	$0.03504	$0.04818	$0.04139	$0.01432	$0.01908	$0.02190	$0.00689	$0.02166	
Levelized	BPCA - $/kWh		$0.02000	0.02000	0.02000	0.02000	0.02000	0.02000	0.02500	0.02500	0.02500	0.02500	0.02500	0.02500		
			$919,254	$475,686	($517,449)	($696,758)	$205,993	($561,931)	($734,277)	($654,499)	$588,212	$315,472	$161,950	$1,040,042	541,694	
	Balance - BPCA fu	$1,974,673	**$2,893,927**	**$3,369,613**	**$2,852,164**	**$2,155,407**	**$2,361,400**	**$1,799,468**	**$1,065,191**	**$410,692**	**$998,904**	**$1,314,376**	**$1,476,326**	**$2,516,368**		Positive Balance Means over-recovery
FMPA ARP Rates																
	Proj. FMPA $/kW	**YE 02/20**	$20.20	$20.48	$21.34	$22.72	$22.73	$23.01	$23.60	$23.50	$22.62	$21.29	$20.42	$20.18		
	Trans $/kW	**YE 02/20**	$2.89	$2.89	$2.95	$2.99	$3.03	$2.73	$2.75	$2.73	$2.77	$2.68	$2.68	$2.70		
	Net Capacity rate		$17.26	$17.54	$18.33	$19.67	$19.64	$20.23	$20.80	$20.72	$19.80	$18.56	$17.69	$17.43		
	Proj. FMPA $/kW	**YE 02/20**	$0.02115	$0.01716	$0.02396	$0.02123	$0.01882	$0.02801	$0.02805	$0.02821	$0.02498	$0.02249	$0.01909	$0.01970		
	Net Energy rate		$0.02105	$0.01705	$0.02385	$0.02113	$0.01871	$0.02790	$0.02795	$0.02813	$0.02491	$0.02242	$0.01903	$0.01962		

Power Cost Summary (Budget Entries)

		October	November	December	January	February	March	April	May	June	July	August	September	TOTAL
041-1012-531.34-51	St Lucie	$ 92,078	$ 100,071	$ 100,071	$ 100,071	$ 100,071	$ 100,071	$ 100,071	$ 100,071	$ 100,071	$ 100,071	$ 100,071	$ 45,424	$ 1,138,211
041-1013-531.34-41	Purchased Power-Customer	$ 3,700	$ 3,700	$ 3,700	$ 3,700	$ 3,700	$ 3,700	$ 3,700	$ 3,700	$ 3,700	$ 3,700	$ 3,700	$ 3,700	$ 44,400
041-1013-531.34-42	Power Purchase-Demand	$ 1,802,336	$ 1,813,224	$ 1,738,743	$ 1,698,240	$ 1,653,805	$ 1,802,850	$ 1,674,659	$ 1,789,445	$ 1,785,245	$ 1,785,089	$ 1,757,389	$ 1,787,212	$ 21,088,236
041-1013-531.34-43	Purchase Power-Energy	$ 1,256,373	$ 1,154,122	$ 1,171,790	$ 1,261,510	$ 1,101,875	$ 1,192,202	$ 1,211,665	$ 1,720,089	$ 1,852,410	$ 1,963,751	$ 2,050,665	$ 1,663,385	$ 17,599,836
041-1013-531.34.44	Purchase Power-Transmission	$ 648,255	$ 652,105	$ 625,772	$ 611,452	$ 595,742	$ 648,437	$ 603,115	$ 643,698	$ 642,213	$ 642,157	$ 632,803	$ 642,908	$ 7,588,657
041-1013-531.34-47	Load Retention Funding Credit	$ 11,014	$ 10,118	$ 10,273	$ 11,059	$ 9,660	$ 10,452	$ 10,622	$ 15,080	$ 16,240	$ 17,216	$ 17,978	$ 14,583	$ 154,294
	Operating Expenses	$ 3,721,679	$ 3,633,269	$ 3,550,277	$ 3,585,961	$ 3,364,782	$ 3,657,640	$ 3,503,762	$ 4,172,012	$ 4,299,807	$ 4,411,913	$ 4,462,534	$ 4,111,787	**$ 46,475,424**
041-1013-531.91-13	Reserve for Power Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Purchased Power		$ 3,721,679	$ 3,633,269	$ 3,550,277	$ 3,585,961	$ 3,364,782	$ 3,657,640	$ 3,503,762	$ 4,172,012	$ 4,299,807	$ 4,411,913	$ 4,462,534	$ 4,111,787	$ 46,475,424
Total Power Supply		$ 3,813,756	$ 3,733,340	$ 3,650,348	$ 3,686,032	$ 3,464,853	$ 3,757,711	$ 3,603,833	$ 4,272,083	$ 4,399,878	$ 4,511,984	$ 4,562,605	$ 4,157,211	$ 47,613,635

	October	November	December	January	February	March	April	May	June	July	August	September	TOTAL
Cost To Customer	$0.08524	$0.08524	$0.08524	$0.08524	$0.08524	$0.08524	$0.09024	$0.09024	$0.09024	$0.09024	$0.09024	$0.09024	
City Cost	$0.06864	$0.07558	$0.09936	$0.10518	$0.08044	$0.10027	$0.11341	$0.10663	$0.07956	$0.08432	$0.08713	$0.07213	
over /(underrecovery)/kwh	$0.01659	$0.00966	($0.01412)	($0.01994)	$0.00480	($0.01504)	($0.02318)	($0.01639)	$0.01068	$0.00592	$0.00310	$0.01811	
Recovery Amount $$	**$919,254**	**$475,686**	**($517,449)**	**($696,758)**	**$205,993**	**($561,931)**	**($734,277)**	**($654,499)**	**$588,212**	**$315,472**	**$161,950**	**$1,040,042**	$541,694


PROJECT PCA - FY 24 and FY 25
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JUNE
JULY
AUGUST
SEPTEMBER
RECOMMENDED BALANCE
ACUTAL
ESTIMATE at $10/1,000 kWh
ESTIMATED at $20/kWh
ESTIMATED at $20 & $25 kWh

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	9.B.
Meeting Date:	August 26, 2024
From:	Al Minner, (City Manager)
Subject:	Consider Pickle Ball Courts

Staff Recommendation:
N/A

Analysis:
As part of the budget process, the Recreation Committee is requesting that the City Commission consider the construction of pickleball courts.

Funds are available to construct such courts with unspent DST monies. New courts are estimated to be $500,000 for 8 courts with lighting. Refurbished tennis to pickleball courts are estimated to cost $100,000.

Procurement Analysis:

Options:

Fiscal Impact:

Andi Purvis

From: Al Minner
Sent: Monday, August 19, 2024 2:01 PM
To: Andi Purvis
Subject: FW: Rec Advisory Board

Follow Up Flag: Follow up
Flag Status: Flagged

Add this to the itme...

Al Minner
City Manager
City of Leesburg
501 West Meadow Street
PO Box 490630
Leesburg, Florida 34749
Phone (352) 728-9786 x1100

www.leesburgflorida.gov

From: Jimmy Burry <jaburry@gmail.com>
Sent: Monday, August 19, 2024 8:32 AM
To: Al Minner <Al.Minner@leesburgflorida.gov>
Subject: Fwd: Rec Advisory Board

EXTERNAL EMAIL - USE CAUTION

---------- Forwarded message ---------
From: **Roger Croft** <Roger.Croft@dobbsequipment.com>
Date: Thu, Aug 15, 2024 at 6:18 PM
Subject: Rec Advisory Board
To: travis.rima@leesburgflorida.gov <travis.rima@leesburgflorida.gov>, jaburry@gmail.com <jaburry@gmail.com>, al.minner@leesburgflorida.gov <al.minner@leesburgflorida.gov>

Al, Jimmy, and Travis,

As Travis is aware we had a lengthy discussion regarding Pickle Ball Courts for the City of Leesburg at our meeting Tuesday. It was not the first time Pickle Ball has been discussed amongst the RAB members. I just wanted to let my commissioner know, as well as both of you that as Chairman of the RAB, we have a majority (actually unanimous) in recommending and supporting a City of Leesburg effort to build Pickle Ball Courts for our residents and community.

I hope all is well,

Roger Croft
General Manager

Dobbs Equipment
4333 North John Young Parkway | Orlando, FL 32804
(O) 407-299-1212 | (M) 352-816-7154 |
Roger.Croft@DobbsEquipment.com

www.dobbsequipment.com
